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

The Georgetown City Council will meet on November 10, 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 - October 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 Arts and Culture Strategic Plan & Economic Impact Study
Presentation and discussion regarding the Arts and Culture Strategic Plan & Economic Impact Study -- Amanda Still, Arts & Culture Program Manager

1.C 4T In-City MUD Request
Presentation and discussion regarding a potential In-City Municipal Utility District (MUD) for the proposed 4T Ranch -- Nick Woolery, Assistant City 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 11.10.2026
Sec. 551.071: Consultation with Attorney
Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.
- Litigation Update
- Austin Avenue Bridges
- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681C26, pending in Williamson County District Court.
-Deliberation regarding the condemnation cases pending in County Court at Law #1

and County Court at Law #2, under Cause No. 26-0560-CC1 and Cause No. 26-0561-CC2, respectively.
- Long Term Water Supply Negotiations with Recharge LLC
- Long Term Water Supply Negotiations with Brazos River Authority
- ESD Update

Sec. 551.072: Deliberations about Real Estate
- Bluebonnet Parking Lot

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Bluebonnet Field
- Project Hay
- Project Lost Mine Peak
- Project Nova Light
-Project Z Star
- Wolf Lakes Village TIRZ

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

3.A Call to Order 11.10.2026

Pledge of Allegiance
Recognitions
- Communications and Public Engagement Department Awards

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 11.10.2026

- Gina Cavallo would like to address the Council regarding environmental and parking garage concerns.
- Arthur J. O'Keefe would like to address the Council regarding Sun City's future development and Pulte's requested variance.

- Kim. A. Williams would like to address the Council regarding Sun City expansion.

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 10.27.2026
Consideration and possible action to approve the meeting minutes from the City Council meeting held on Tuesday, October 27, 2026 -- Robyn Densmore, City Secretary

5.B Cancellation of the 12.22.2026 City Council Meeting
Consideration and possible action to cancel the regular City Council meeting currently scheduled for December 22, 2026 -- Mayor Josh Schroeder

5.C Canvassing November 3, 2026 Election Results
Consideration and possible action to approve a Resolution canvassing the votes of the November 3, 2026 Special Election, declaring the results to be official -- Robyn Densmore, City Secretary

5.D Resolution - 2025-15-ABD Abandonment of a Portion of a Blanket Water Line Easement on a 68.368 Tract of Land North of Kauffman Loop and West of Ronald Reagan Boulevard
Consideration and possible action to approve a Resolution and Quitclaim to abandon a portion of a blanket water line easement situated north of Kauffman Loop and west of Ronald Reagan Boulevard, for the benefit of K29 1941 Investments LP, and to authorize the Mayor to execute all necessary documents to effectuate the abandonment -- Colin Davidson, Real Estate Program Manager

5.E Resolution - Amend and Replace Resolution No. 051226-5.G to Transfer a Portion of Georgetown Retail Water Certificate of Convenience and Necessity to the City of Jarrell
Consideration and possible action to approve a Resolution amending and replacing the Texas Water Code Section 13.248 and 16 Texas Administrative Code Section 24.253 Agreement approved by the City Council on May 12, 2026 by Resolution No. 051226-5.G regarding retail water certificate of convenience and necessity service area transfer -- Zane Brown, Strategic Projects Manager

5.F Resolution - Energy Resource Plan Implementation
Consideration and possible action to approve a Resolution adopting the FY2026 Energy Resource Plan for the City of Georgetown Electric Utility, as presented to Council at the workshop on July 14, 2026 - Daniel Bethapudi, General Manager, Electric Utility

5.G Purchase and Installation of Sports Lighting from Musco Lighting for McMaster's Athletic Complex
Consideration and possible action to approve the purchase and installation of sports lighting from Musco Sports Lighting, LLC using Buy Board contract #779-25 in the amount of $618,750.00 for the McMaster's Athletic Complex -- Eric Nuner, Parks and

Recreation Director

5.H Thompson Consulting Services On-call Debris Monitoring Services Master Services Agreement Renewal

Consideration and possible action to approve the renewal of master services agreements for On-Call Debris Monitoring Services with Thompson Consulting Services and delegating authority to the City Manager to issue task orders to those entities in a total not-to-exceed amount of $1 million for a one-year term -- April Haughey, Assistant Public Works Director

5.I TetraTech, Inc. On-call Debris Monitoring Services Master Services Agreement Renewal

Consideration and possible action to approve the renewal of master services agreements for On-Call Debris Monitoring Services with TetraTech, Inc. and delegating authority to the City Manager to issue task orders to those entities in a total not-to-exceed amount of $1 million for a one-year term -- April Haughey, Assistant Public Works Director

5.J KDF Enterprises On-call Debris Removal and Disposal Services

Consideration and possible action to approve the renewal of master services agreements for On-Call Debris Removal and Disposal Services with KDF Enterprises and delegating authority to the City Manager to issue task orders to those entities in a total not-to-exceed amount of $5 million for a one-year term -- April Haughey, Assistant Public Works Director

5.K CrowderGulf, LLC On-call Debris Removal and Disposal Services

Consideration and possible action to approve the renewal of master services agreements for On-Call Debris Removal and Disposal Services with CrowderGulf, LLC and delegating authority to the City Manager to issue task orders to those entities in a total not-to-exceed amount of $5 million for a one-year term -- April Haughey, Assistant Public Works Director

5.L Construction Manager at Risk to Synergy Commercial Construction â€" Fire Logistics Building

Consideration and possible action to approve and award a Construction Manager at Risk (CMAR) Agreement with Synergy Commercial Construction of Georgetown, Texas, for pre-construction services in the amount of $0.00 with a General Conditions Percentage of 2.5% -- Eric Johnson, Public Works Director

5.M Concrete and Asphalt Repairs Contract with Texas Patriot

Consideration and possible action to award a contract to Texas Patriot for concrete and asphalt repairs for an initial one-year term in an amount of $400,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $2,000,000.00 -- Tim Walker, Water Utility Assistant Director

5.N Concrete and Asphalt Repairs Contract with Bennett Paving

Consideration and possible action to award a contract to Bennett Paving for concrete

and asphalt repairs for an initial one-year term in an amount of $400,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $2,000,000.00 -- Tim Walker, Water Utility Assistant Director

5.O Contract for Gupta & Associates for the System Resiliency Project
Consideration and possible action to award a contract to Gupta & Associates, Inc., of Dallas, Texas, for professional services related to the System Resiliency Project in the amount of $518,418.33 -- Wesley Wright, P.E., Systems Engineering Director/David Herzog, CIP Manager

5.P Amendment 1 to Envirosoar Technologies LLC Contract
Consideration and possible action to approve Amendment #1 to Envirosoar Technologies LLC contract #26-0256-CC to provide OpenGov Enterprise Procurement and Contracts implementation and project management services in an amount not to exceed $75,000.00 -- Donna Cantwell, Purchasing Manager

5.Q Third Renewal to Contract No. 24-0056-CC with NewGen
Consideration and possible action to approve the third renewal for water utility revenue requirements analysis and rate design with NewGen, Contract No. 24-0056-CC, for an annual amount not to exceed $100,000.00, and authorizing the City Manager to execute one one-year renewal on the same terms and conditions, for a total not-to-exceed amount of $200,000.00 -- Chelsea Solomon, Water Utility Director

5.R Court Collection Agency Contract
Consideration and possible action to approve the Agreement between the City of Georgetown and McCreary, Veselka, Bragg & Allen PC for the collection of Delinquent Municipal Court Fines and Fees for a term of one (1) year and authorize the City Manager to execute renewals of the agreement for up to four (4) additional one-year terms -- Holly Hafey, Municipal Court Administrator

5.S Second Reading - Ordinance Approving a Temporary Pilot Street Patio Program
Second Reading of an Ordinance adding Chapter 12.035 to the Code of Ordinances approving a temporary pilot street patio program regulating the permitting, licensing, operation, maintenance, and use of street patios within the public right-of-way in accordance with Chapter 316 of the Texas Transportation Code -- Kelly Trietsch, Chief Development Officer

Legislative Regular Agenda

6.A First Reading - 2026-1-DA - Sun City 14th Amendment
First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 55% maximum building coverage and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 (2026-1-DA) -- Ryan Clark, AICP, Assistant Planning Director

6.B Second Reading - Serenity Ranch ETJ MUD
Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas,

approving the "Consent Agreement" between the City and CR 150 QOZB, LP, a Delaware Limited Partnership, consenting to the creation of an ETJ Municipal Utility District over approximately 112 acres of land generally situated 1 mile east of IH35, with a small portion of the proposed district's northern boundary situated adjacent to County Road 150 -- Nick Woolery, Assistant City Manager

6.C Resolution Finding of Public Convenience and Necessity and Authorizing Eminent Domain Proceedings - New Water Line Extension from Braun Elevated Storage Tank to Ronald Reagan Blvd

Consideration and possible action to approve a Resolution of Public Convenience and Necessity pursuant to Government Code Section 2206.053, finding that portions of properties located at the NW corner of the intersection of Kauffman Loop at Highway 29 W., Williamson County, TX, currently owned by K29 1941 Investments, LP, Duncan Lee Forest, and Middlebrook, Ltd. are necessary for the New Water Line Extension Project - from the Braun Elevated Storage Tank to Ronald Reagan Blvd., and authorizing eminent domain proceedings for the acquisition of water line easements and temporary construction easements, or any lesser interest from said property -- Scott Mikel, Real Estate Services Coordinator

6.D First and Final Reading Utility System Subordinate Lien Revenue Notes

Consideration and possible action to approve on First and Final Reading an “Ordinance Authorizing the Issuance of City of Georgetown, Texas Utility System Subordinate Lien Revenue Notes (ERCOT Financial Security), Taxable Series; Pledging Certain Revenues in Support of the Notes; Approving a Note Purchase Agreement and a Paying Agent/Registrar Agreement; and Authorizing Other Related Matters” -- Nathan Parras, Assistant Chief Financial Officer

6.E First Reading - 2026-7-REZ - Northlands Water Reclamation Facility

Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 20.579 acres in the Frederick Foy Survey, Abstract No. 229, from the Planned Unit Development (PUD) Zoning District, with a base zoning of Residential Single-Family (RS), to the Public Facility (PF) Zoning District, for the property generally located at 31801 Ronald W. Reagan Boulevard (2026-7-REZ) -- Madison Garcia, Planner

6.F First Reading - 2026-1-CPA - Future Land Use Map Amendment

Public Hearing and First Reading of an Ordinance on a request for an Amendment to the Georgetown 2030 Comprehensive Plan. The request is to amend the Future Land Use Designations of three areas as such: Area 1: a 1,528.32 acre tract in J. Hamilton and F. Foy Surveys, generally located north of Ronald W. Reagan Boulevard, west of State Highway 195 from “Mining” to “Mixed Density Neighborhood” and “Rural Residential” to “Neighborhood”; Area 2: a 124.7 acre tract in J. Hamilton and F. Foy Surveys generally located north of Ronald W. Reagan Boulevard, west of State Highway 195, and intersecting with Rattlesnake Road from “Mining” to “Mixed Density Neighborhood”; Area 3: a 2,623.51 acre tract in L.S. Walter and B. Eaves Surveys, generally located east of State Highway 195, south of County Road 239, and north of Sun City Boulevard from “Employment Center” to “Mixed Density Neighborhood” and from “Mining” to “Regional Center” and “Mixed Density Neighborhood” (2026-1-CPA) -- Edgar I. Garcia, Director of

Planning

6.G First Reading - 2026-2-DA - Parmer Ranch Developer Agreement Amendment
Public Hearing and First Reading of an Ordinance on a request for the "Third Amendment to the Amended and Restated Consent Agreement," between the City, Parmer Ranch Partners, LP, and Northwest Williamson County Municipal Utility District No. 2 (aka "Parmer Ranch") to modify the Land Plan and revise the Land Development Standards (2026-2-DA) -- Ryan Clark, AICP, Assistant Planning Director

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
November 10, 2026

SUBJECT:
Employee Recognition - Years of Service - October 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: Candice Wheeler-Parks & Rec; Chris Reese- Electric Utility; Christy Rogers- City Manager's Office; Rick Urso- Police; Rosie Sanchez- Human Resources; Vance Sayers- Public Works

Ten Years: Jennifer Templeton- Police; Melissa Pecorino- Parks & Rec; Wade Henson-Permitting & Inspections

Twenty Years: Erik Grasse-Police

Thirty Years: Carl Boatright- Fire

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Taylor Rocheleau, Human Resources and OD

ATTACHMENTS:
October 2026 Years of Service Celebration.pdf



City of Georgetown
October 2026 Years of Service Celebration



Candice Wheeler
Parks & Rec



Chris Reese
Electric Utility



Christy Rogers
City Managers Office

Celebrating 5 Years of Service



Rick Urso
Police



Rosie Sanchez
Human Resources



Vance Sayers
Public Works

Celebrating 5 Years of Service



Jennifer Templeton
Police



Melissa Pecorino
Parks & Rec



Wade Henson
Permitting & Inspections

Celebrating 10 Years of Service



Erik Grasse
Police

Celebrating 20 Years of Service



Carl Boatright

Fire

GEORGETOWN TEXAS

Celebrating 30 Years of Service

#LoveWhereYouWork



GEORGETOWN
TEXAS

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Arts and Culture Strategic Plan & Economic Impact Study

SUGGESTED ACTION:
Presentation and discussion regarding the Arts and Culture Strategic Plan & Economic Impact Study -- Amanda Still, Arts & Culture Program Manager

ITEM SUMMARY:
Update on the Arts and Culture Program to include economic impacts of programs and public art, the process and results of the 2025 Economic Impact Study of Georgetown Arts and Culture, the process and results of the updated Arts and Culture Strategic Plan, and next steps involving completion of a Georgetown Cultural Facilities Study.

FINANCIAL IMPACT:

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
Arts & Culture_Strategic Plan_Final_2026.pdf
JS&A - Georgetown Arts and Culture Impact - Final - 8.5x11 (10.6.2025).pdf
Strategic Plan Appendices.pdf
Nov 2026 Council Presentation.pdf



ARTS & CULTURE STRATEGIC PLAN

City of Georgetown

2026-2031

Acknowledgements

Georgetown Arts & Culture Advisory Board Members

Lynn Kessel
Diane Sandlin
Robert Thomas
Denise Brown
Jeff Manley
Morgan Myers
Stacy Reed

City of Georgetown

Kim McAuliffe, Downtown & Tourism Director
Amanda Still, Arts and Culture Program Manager
Corinne Freitas, Arts and Culture Coordinator

Georgetown Community

The Georgetown Palace Theater
The Williamson Museum
The Georgetown Library
Preservation Georgetown
The Shotgun House Museum
Georgetown Cultural Citizen Memorial Association
The Williamson County Art Guild
Georgetown downtown businesses
Georgetown contributing residents

Contributing Planner

Debra Soule Consulting



Shiloh's Walk Downtown by Sarah Castilleja

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Texture and TIme Exhibit at the Georgetown Art Center by J Muzacz

About Georgetown Arts and Culture

One of the fastest growing metro areas in the nation, Georgetown is located on the banks of the San Gabriel River and along the edge of the gently rolling hill country in Central Texas. Georgetown provides an excellent lifestyle with numerous opportunities to participate in cultural, recreational, and educational activities. Founded in 1848, it is famous for having the most beautiful town square in Texas, featuring 19th-century Victorian architecture, and is known as the Red Poppy Capital of Texas.

The City of Georgetown Arts and Culture Board was established in 2008 for the purpose of actively pursuing the placement of public art in public places and serving to coordinate, promote and support public access to the arts. The Board was also established to encourage, stimulate, promote and foster programs for the cultural enrichment of the City, thereby contributing to the quality of life in Georgetown, and to develop an awareness of the value of the arts in the business community, local government and the general public.

According to the Arts and Culture Board's bylaws, the Board is directed to:
1. Ensure the arts continue to be of value as an integral part of Georgetown;
2. Seek to improve communication and organization of the activities in the Georgetown arts community;
3. Promote the arts in Georgetown to enrich the lives of its residents through education and demonstration;
4. Assist other City boards, commissions and committees and the City Council in using public art to enhance development in public parks and other public lands and structures;
5. Advise other City boards, commissions and committees and City departments regarding artistic components of municipal projects under consideration by the City and serve as a resource for artistic components of private developments;
6. Develop and recommend to the City Council policies and programs that would enhance and encourage planning, placement and maintenance of public displays of art in locations open to the public within the community:
7. Encourage connections with other local, regional and national organizations working for the benefit of art and preservation of artistic values, and other similar activities;
8. Recognize and encourage groups and organizations that enrich Georgetown life by bringing cultural and artistic values and artifacts to the City; and
9. Pursue funding, including gifts and grants, for support of art programs and activities and the procurement of public art.



Mission and Vision

Georgetown's Arts & Culture Program enhances the quality of life for the residents and visitors of Georgetown by promoting community engagement & cultural participation, fostering business development, and facilitating cultural tourism through public art programming & collaborative events.

Members of the Arts and Culture Board believe a vibrant arts community and cultural offerings are good for the quality of life for residents, will attract visitors, and will assist Georgetown in becoming a nationally recognized arts destination by 2030.



Arts and Culture Planning

The Georgetown Arts and Culture Board was awarded the designation in 2013 by the Texas Commission on the Arts as a State of Texas Cultural District due to the significant number and quality of cultural assets in Downtown Georgetown. The Downtown Georgetown Cultural District is managed by the Arts and Culture Program and the Arts and Culture Advisory Board. The goals of Cultural Districts include attracting artists and cultural enterprises to the community, encouraging business and job development, establishing tourism destinations, preserving and reusing historic buildings, and fostering local cultural development.

The first strategic plan developed by the Arts and Culture Board was completed in 2013 to help build a framework allowing the board to meet the goals of the Cultural District Program while serving Georgetown's arts and culture community. In 2017, the first Economic Impact Study of Arts and Culture in Georgetown was conducted. A major recommendation of the study was to hire staff to fulfill current program needs, as well as expanding and developing the program further. In 2019, an Arts and Culture Coordinator position was created, which led to the first strategic plan update in 2020. With the addition of staff and the update of the strategic plan, the Arts and Culture Program saw exponential growth in just five years. What started as a program that with only three community murals, two permanent sculptures, and eight sculptures exhibited on the annual Georgetown Sculpture Tour, grew to include 25 murals, 10 permanent sculptures, 15 annually rotating sculptures, the Utility Box Art Project, and the GISD Student Mural Project. The program has also been awarded close to $300,000 in grant funding since 2019 from the Texas Commission on the Arts and the National Endowment for the Arts to help build the program to what it is now in 2026.

When the need for another update to the strategic plan became due, the Arts and Culture Program conducted an updated Economic Impact Study to help inform the updated strategic planning process. Additionally, the Arts and Culture Program began managing the Georgetown Art Center facility in 2024, with the addition of Grace Heritage Center management in 2026 and a second full-time staff position for additional program support. To help the Arts and Culture Program with management, expansion, and preservation of the two City-owned cultural facilities and the additional management of the Shotgun House Museum on the horizon, a Cultural Facilities Study is now underway for the Arts and Culture Program.

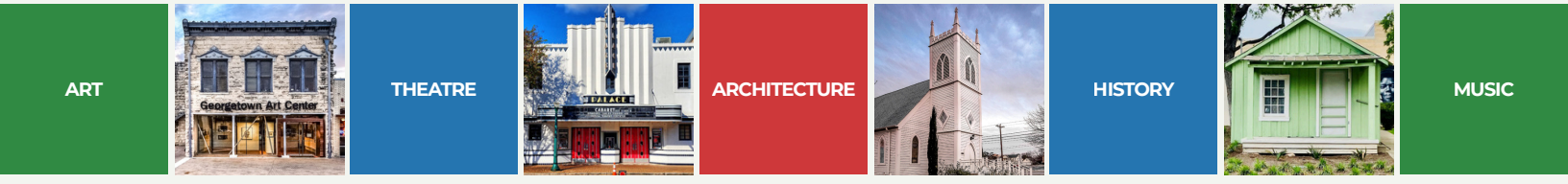
The Importance of Arts and Culture

The purpose of the Arts and Culture Board's Strategic Plan is to establish goals and objectives to accomplish the directives established in the Board's bylaws. Additionally, two of the City's major planning documents, the updated 2025 Economic Impact Study and the updated 2024 Downtown Master Plan demonstrate the importance of arts and culture programming to Georgetown and help inform the Arts and Culture Strategic Plan.

The 2024 Downtown Master Plan calls for expansion of the Arts and Culture Program downtown to include:

- Continued collaboration with the City of Georgetown Arts & Culture Board for opportunities to expand public art.
- Continued leveraging of the Georgetown Commercial Mural Program to seek artistic opportunities as new development/in-fill development occurs.
- Look for opportunities to expand art related facilities, such as the Georgetown Arts Center.
- Partner with the adjacent neighborhood organizations (TRG, Old Town, etc.) to collaborate on Downtown art that is focused on acknowledging the history, diversity and richness of these neighborhoods.
- Increase connectivity and activate the public realm across the downtown: The use of street art in the Downtown overlay district as a way of elevating local art expression and highlighting cultural and historic significance should continue.

2024 Downtown Master Plan also recommends a major themed art effort that "Reimagines 9th Street as an Art Walk connecting the South Main Arts District and the Light and Water Works District across Austin Avenue, to extend the aesthetic and vibrancy of the Historic Square outward to other portions of the Downtown Overlay District. The 9th St. Art Walk is an opportunity to showcase local art in a focused and thematic way as part of the streetscape improvements along this corridor." (2024 Downtown Master Plan) This 9th St Art Walk expands and elevates the successful semi-annual Art Stroll program that began in 2021 as a way to showcase the Downtown Cultural District Anchors, local arts scene, and arts based businesses.





Traditions to the Future by Mila Sketch

The Importance of Arts and Culture

The 2025 Economic Impact Study of Arts and Culture can be compared to the economic impact study conducted in 2017 for an indication of economic impact of investments in Georgetown Arts and Culture. As a comparison of studies, 2017 tax revenue attributed to arts and culture activities in Georgetown was estimated to be $500 million, while 2024 tax revenue was estimated at over $858 million. Georgetown's arts and culture scene supported 150-200 jobs in 2017, while 644 jobs were supported in 2024. By following recommendations of the 2017 study and operating within the framework of the TCA Cultural District Program, the Georgetown Cultural District has seen positive economic growth in the arts and culture sector as evidenced by the 2025 Economic Impact Study.

Recommendations of the Economic Impact Study include:

- Enhance the presence of the Georgetown Art Center as a catalytic launch pad for creative businesses, entrepreneurs, and artists.
- Double-down on efforts to make downtown an exceptionally inviting and vibrant environment.
- Supporting the vitality of existing arts businesses and support organizations.
- Expanding the draw of the existing set of core arts and cultural events.

The surveys distributed during the specific research phase for this Arts and Culture Strategic Plan demonstrate the need for facilities in Georgetown that support professional development of artists: visual artists, performing artists, musicians. Artists in Georgetown appreciate the high quality of life in a community where arts and culture is valued, and survey responses indicated the need for enhanced opportunities for further engagement and networking among peers. Another topic of interest obtained from the surveys was the need to more deeply integrate history and heritage programming into the Arts and Culture Program.

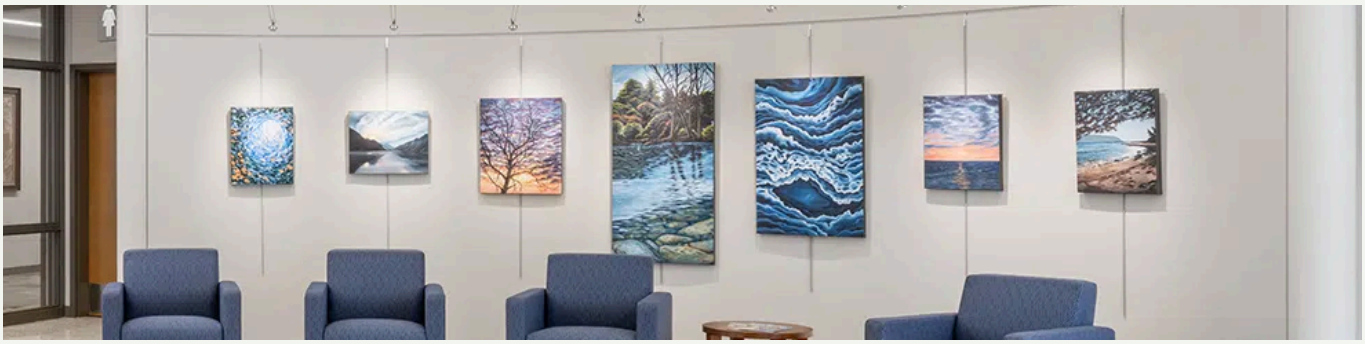


Exhibit at Georgetown City Hall by Jessica Meurer Sobhani

The Importance of Arts and Culture

2025 Economic Impact

$858,439
Tax Revenue Attributable to Arts and Culture

644
Annual Jobs Supported

The Economic Impact of Arts and Culture in Georgetown, Texas
by Jon Stover & Associates in collaboration with Asakura Robinson

2017 Economic Impact

$500,000
Tax Revenue Attributable to Arts and Culture

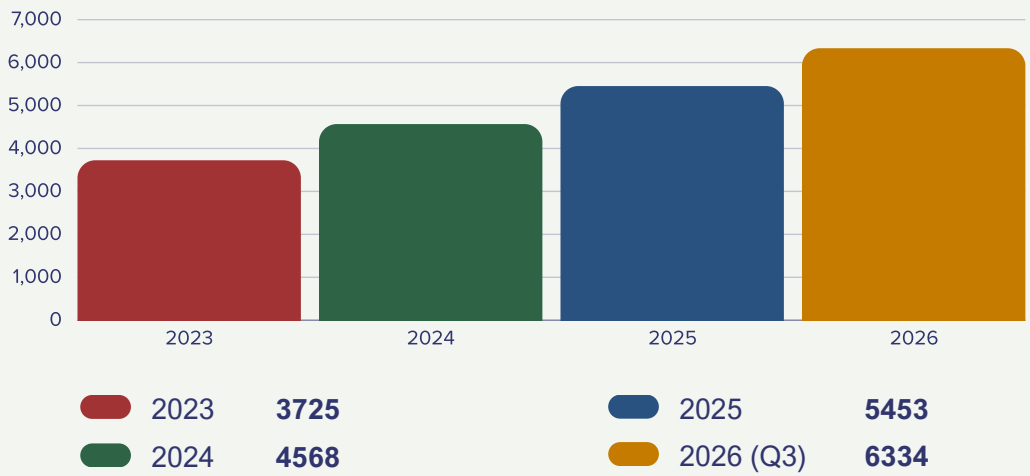
200
Annual Jobs Supported

Economic Impact: The Role of the Arts and Culture Sector in Georgetown, Texas
by TXP

Art Event Attendance



Combined Social Media Audience for Arts & Culture in Georgetown



Methodology

The 2027 Arts and Culture Strategic Plan integrated the data and recommendations acquired from Jon Stover & Associates and Asakura Robinson's recently completed The Economic Impact of Arts and Culture in Georgetown, Texas (2025) and from Design Workshop's 2024 Georgetown Downtown Masterplan.

Four survey questionnaires were created and circulated to a wide range of stakeholders throughout Georgetown. The surveys provided valuable insight into arts and culture program activity and the aspirations and hopes of residents, businesses, arts and culture organizations and the community at large. Focus group research and a SWOT analysis were also conducted with members of the city's Arts and Culture Advisory Board.

Artist, Community, Organization, and Business Surveys

Online survey questionnaires were prepared using Survey Hero and circulated to a wide range of stakeholder groups including artists and makers throughout the region, Georgetown arts and culture organizations, and Georgetown businesses with an arts focus. Georgetown residents also had the opportunity to complete a survey focusing specifically on the interests, aspirations and concerns of the community at large. These were made available to all interested members of the community on the City's website.



A total of 458 surveys were received from all stakeholder groups. This included 184 responses from Georgetown area artists and makers, 4 arts and culture organizations, 7 arts-related businesses and 263 Georgetown residents. The surveys included both quantitative and qualitative questions which produced a comprehensive snapshot of the arts and culture sector in Georgetown and enabled a deep understanding of specific concerns, hopes and aspirations of people from all stakeholder groups. These have been assimilated in the goals, objectives and strategies included in the 2027 – 2032 Strategic Plan.

Methodology

Georgetown Arts and Culture Board Retreat

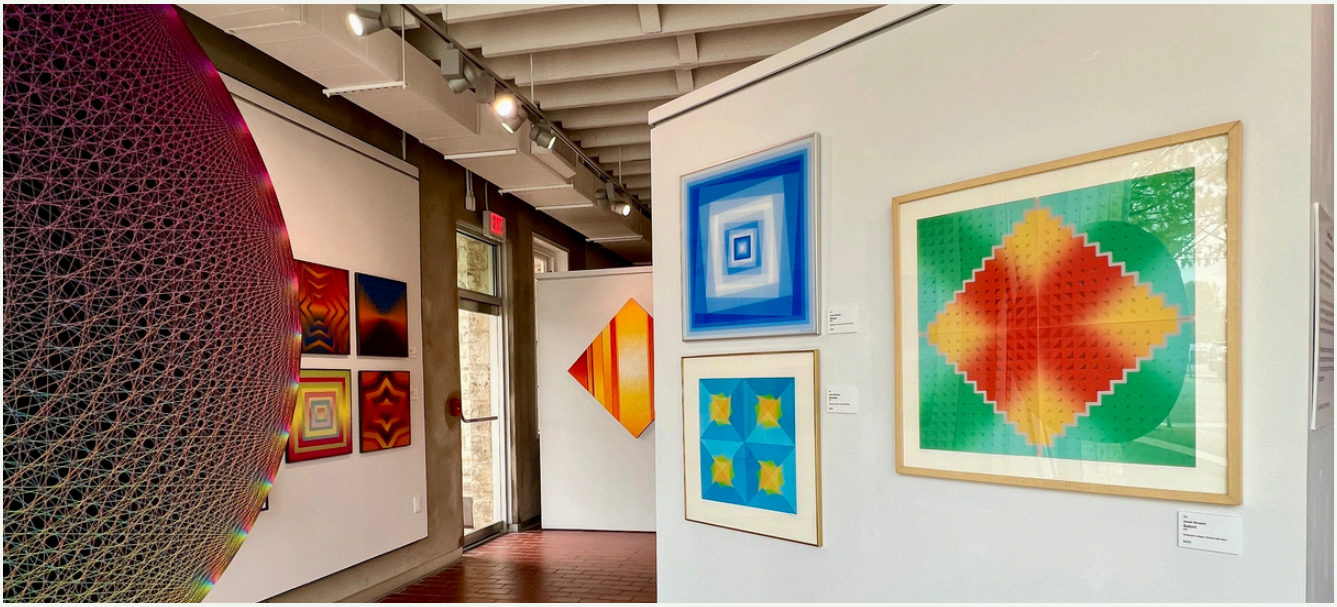
In a focus group held during an Art and Culture Advisory Board Retreat, Board members reviewed preliminary goals that had emerged from a review of completed objectives from the 2020 Arts and Culture Strategic Plan. They then considered these with respect to the current 2026 survey research findings. Their observations and recommendations were incorporated as draft goals and objectives for the current strategic plan.

Georgetown Arts and Culture Advisory Board SWOT Analysis

A SWOT Analysis (Strengths, Weakness, Opportunities and Threats) was conducted with members of the Arts and Culture Advisory Board in order to identify internal and external factors that impact the draft goals and strategies drawn from stakeholder group surveys and from their previous planning processes. Key issues were identified and these were incorporated in a draft plan that included the goals, objectives recommended for the 2026 – 2031 program as well as recommended strategies to achieve these.



2027-2032 OVERARCHING GOALS



Neo Geo Exhibit at the Georgetown Art Center by Larry Akers and Janet Brooks

Goal 1: Enhance the presence of the Georgetown Art Center as the hub for the cultural district and a catalytic launch pad for creative businesses, entrepreneuers, and artists.

Objective A - Assess the feasibility of expanded arts programming in the GAC facility.

STRATEGY 1
Complete City cultural facility assessment and develop strategies for implementing its recommendations for expanded arts programming in the GAC facility

STRATEGY 2
Identify and pursue viable options for artists' studio space, incubator and collaborative workspace including a potential makerspace and affordable youth programming

STRATEGY 3
Introduce networking processes for businesses, organizations, entrepreneurs and artists to collaborate and participate in new programs and events in partnership with the GAC facility

2027-2032 OVERARCHING GOALS

Goal 1: Enhance the presence of the Georgetown Art Center as the hub for the cultural district and a catalytic launch pad for creative businesses, entrepreneuers, and artists.

Objective B - Assess additional facilities including external and City-owned properties to provide space and opportunities for education, engagement, exhibition, and heritage related programming.

STRATEGY 1
Complete City cultural facility assessment and develop strategies for implementing its recommendations in City-owned cultural facilities

STRATEGY 2
Introduce networking processes for businesses, organizations, entrepreneurs and artists to collaborate and participate in new partnerships, programs and events within the cultural district and the Central Texas region

STRATEGY 3
Identify and pursue viable options for a performing arts and multi-disciplinary space

Objective C - Update Arts and Culture staff and board volunteer roles as new program or facility opportunities emerge

STRATEGY 1
Make recommendations for updated or new Arts and Culture staff roles, Board and volunteer roles to facilitate new programs or facilities

STRATEGY 2
Explore expansion of A & C Board Sub-committees including an Events Sub-committee and a Heritage Sub-committee

2027-2032 OVERARCHING GOALS

Goal 1: Enhance the presence of the Georgetown Art Center as the hub for the cultural district and a catalytic launch pad for creative businesses, entrepreneuers, and artists.

Objective D - Expand marketing and promotion initiatives for arts and culture

STRATEGY 1
Collaborate with the Department of Downtown and Tourism to expand marketing and promotion

STRATEGY 2
Develop a marketing strategic plan for arts and culture



2027-2032 OVERARCHING GOALS

Goal 2: Continue to develop and expand the Georgetown public art program

Objective A - Expand City-owned public art through existing funding programs

STRATEGY 1
Collaborate with the A & C Board to identify new locations, projects, and events for public art

STRATEGY 2
Continue to elevate the quality of existing public art programs

STRATEGY 3
Introduce a maintenance program for the City's existing public art exploring periodic consultant or student intern roles

STRATEGY 4
Partner with the Parks and Recreation department for public art opportunities in city parks

Objective B - Expand public art on commercial property

STRATEGY 1
Explore a matching grant for public art by commercial property owners

STRATEGY 2
Partner with the Main Street program and other departments for commercial public art opportunities

2027-2032 OVERARCHING GOALS

Goal 3: Continue the development of a thriving arts, culture, and entertainment district in the downtown

Objective A - Continue and expand Cultural District events and programs

STRATEGY 1
Elevate and expand the semi-annual art strolls; which may include other cultural events and a re-envisioned dedicated arts festival

STRATEGY 2
Introduce networking opportunities with cultural district anchors, businesses, and organizations for Cultural District events and programs

Objective B - Continue to partner on arts infrastructure initiatives as the Downtown Master Plan is implemented

STRATEGY 1
Collaborate with the Department of Downtown and Tourism to integrate Arts and Culture Strategic Plan objectives in the implementation of the Downtown Master Plan and recommendation in the Economic Impact Study





2027-2032 OVERARCHING GOALS



Georgetown Then & Now by ARCY

Goal 3: Continue the development of a thriving arts, culture, and entertainment district in the downtown

Objective C - Continue to partner on arts infrastructure initiatives as the Downtown Master Plan is implemented

STRATEGY 1
Continue submitting annual reports and the ten year evaluation to the TCA to demonstrate alignment with Cultural District Program Goals

STRATEGY 2
Continue membership and partnerships with Texas for the Arts

STRATEGY 3
Participate in TCA activities and programs

2027-2032 OVERARCHING GOALS

Goal 4: Identify additional spaces beyond the Georgetown Art Center to expand Arts and Culture programs

Objective A - Enhance and grow the supply of affordable physical spaces to create and showcase art

STRATEGY 1
Collaborate with arts, culture, and heritage organizations and businesses to identify and establish partnerships on affordable spaces to expand arts and culture programs

STRATEGY 2
Collaborate with our heritage partners as their facilities continue to expand

Objective B - Explore additional external partnerships and opportunities for arts incubator activities and multi-disciplinary programming

STRATEGY 1
Collaborate with arts, culture, and heritage organizations and businesses to identify and establish partnerships on affordable spaces to expand arts and culture programs

STRATEGY 2
Explore the feasibility of offering HOT grant funding to organizations as seed funding or matching funds for collaborative arts and culture initiatives that attract visitors and expand the tourism economy

2027-2032 OVERARCHING GOALS

Goal 5: Continue to pursue funding to elevate Georgetown Arts and Culture

Objective A - Provide HOT Grants to local arts and culture organizations and arts and culture non-profit organizations promoting cultural tourism

STRATEGY 1
Explore expansion of current grant program to offer other types of funding for projects that promote cultural tourism

STRATEGY 2
Explore and implement programs to maximize affordability

Objective B - Explore opportunities for a Friends of the Arts organization to fundraise and diversify revenue sources for Georgetown Arts and Culture

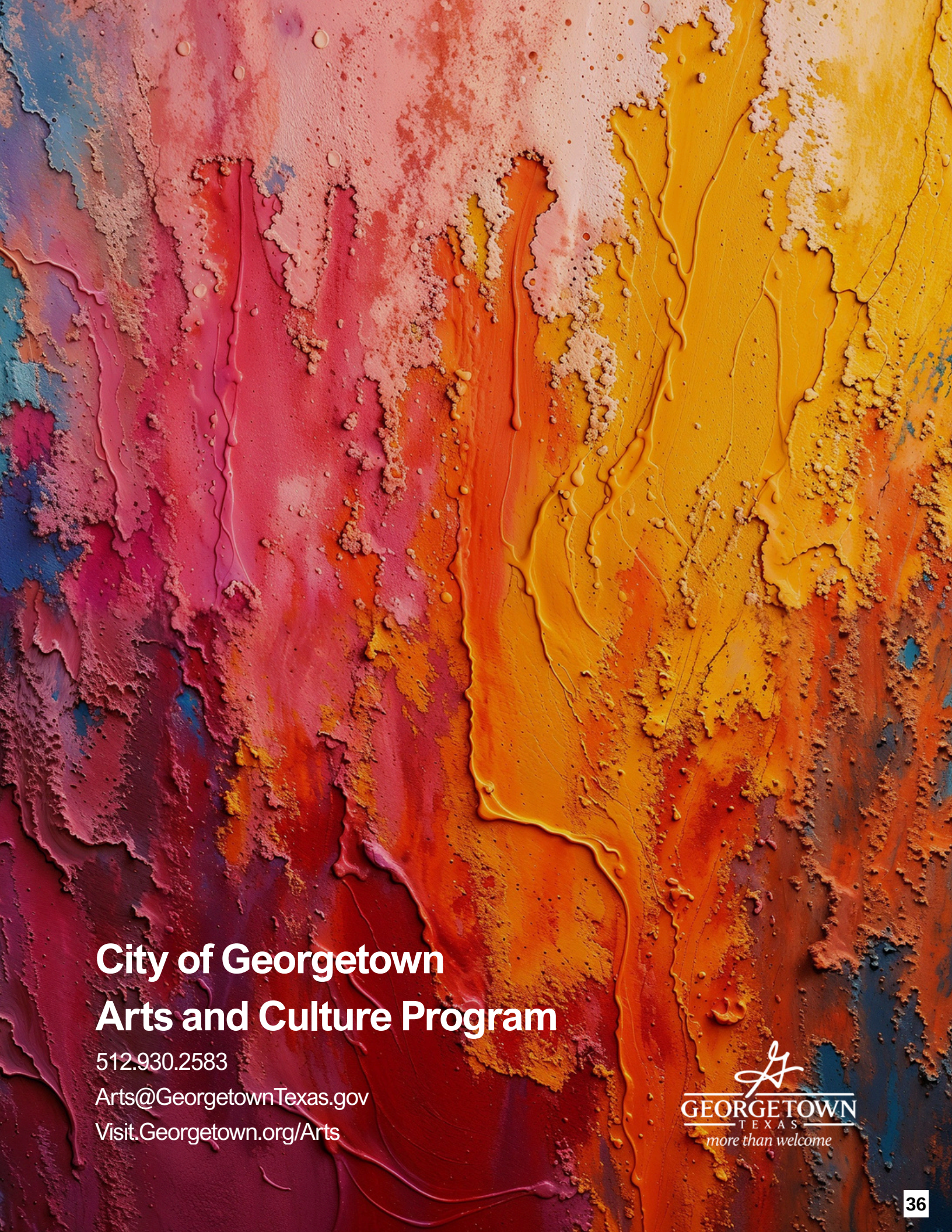
STRATEGY 1
Establish an exploratory committee to explore the feasibility of a Friends of the Arts organization as a separate entity from the City and modelled after the Friends of the Library and Friends of Parks and Recreation

Objective C - Continue to explore other funding opportunities

STRATEGY 1
Pursue opportunities for grants from the Texas Commission on the Arts

STRATEGY 2
Monitor and pursue grant funding options from other funding bodies and foundations

STRATEGY 3
Explore opportunities for earned income in new or existing programs



City of Georgetown
Arts and Culture Program

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Visit.Georgetown.org/Arts

GEORGETOWN
TEXAS
more than welcome

The ECONOMIC IMPACT of ARTS AND CULTURE

in Georgetown, Texas

Produced for the City of Georgetown

By Jon Stover & Associates in collaboration with Asakura Robinson

SEPTEMBER 2025



About This Report

Georgetown has become known for its vibrant arts and culture scene, which enriches the lives of community members and residents, while also bringing visitors to the area to enjoy arts experiences and flagship events. Georgetown's arts and culture scene is a strong driver of economic development, providing jobs, business-to-business spending, and further spending of earned income, as well as attracting new residents and businesses to Georgetown. This report articulates the economic impact of Georgetown's arts and culture to highlight the contributions and value of local arts and culture, as well as provides strategic recommendations for further support for the arts and culture landscape. The economic impact figures presented in the report are annual amounts derived from the particular year of the model (for more details, refer to the methodology section). This report was developed by Jon Stover & Associates with support from the City of Georgetown and Asakura Robinson.

Georgetown's arts and cultural economy supports over 640 jobs annually, while playing a key role in attracting visitors, residents, and investment to the city.

In 2024, arts and culture generated the following economic impacts:



$113.7 Million
of total economic output



644 annual jobs supported

$79.1 Million
from core arts and culture industries

$20.4 Million
from supporting arts and culture industries

$14.2 Million
from arts & culture tourism spending

Georgetown's arts and culture economy contributes approximately 644 jobs, $34.9 million in salaries and wages, and $113.7 million of total economic output annually. This impact is driven by both the operations of arts and cultural businesses and organizations, as well as the spending by visitors from outside the area drawn to Georgetown's cultural events and amenities.

Arts and culture in Georgetown have additional economic benefits that, while difficult to quantify, can be just as significant to the long-term health of the local economy. The city's cultural district, public art, and other cultural assets help create a sense of place that encourages capital investment and business growth, while helping to retain and attract residents. In addition, the city's cultural district and cultural institutions play a key role in strengthening the social fabric of Georgetown, bringing long-time and newer residents together around shared activities, spaces, and shopping. As Georgetown continues to grow and evolve, arts and culture will play a key role in preserving Georgetown's identity, quality-of-life, and economic resiliency.

The Composition of Georgetown's Arts and Cultural Economy

Georgetown's arts and cultural economy is composed of a variety of industries, ranging from the performing arts to local retailers and creative services.

The city's arts and cultural economy includes establishments directly involved in the production, promotion, and distribution of creative goods and services. This includes the "core industries" (as defined by the National Endowment of the Arts) typically associated with the arts creative production, such as performing arts companies, museums, design services firms, and arts schools, as well as "supporting industries" that facilitate the creation of artistic works, provide information or publication services, or manufacture artistic products.

Arts and culture are also key tourism drivers, attracting visitors who come to Georgetown and spend on restaurants, retailers, hotels, and other recreation and entertainment. This visitor spending represents another key component of arts and culture's economic impact.

CORE INDUSTRIES

Establishments directly involved in the production of cultural goods and services

SUPPORTING INDUSTRIES

Establishments that enable or distribute cultural goods and services

TOURISM SPENDING

Out-of-town visitor spending attributable to cultural events and activities











DEFINING GEORGETOWN'S ARTS AND CULTURE INDUSTRIES

Creative activity and the cultural identity of Georgetown weave throughout a wide range of industries in the local economy. While there is no exact definition of the "arts and cultural economy," this study assesses the cumulative economic contribution of arts and culture by assessing the impact of "core" and "supporting" arts and culture industries (as defined by the National Endowment for the Arts), as well as spending attributable to out-of-town visitors coming to Georgetown primarily due to its cultural amenities ("cultural visitation/tourism"). The cumulative impact of three groups provides a comprehensive estimate of the overall economic contribution arts and culture makes to the local economy.

CORE INDUSTRIES

Core arts and cultural production industries are originators of ideas and content associated with the creation of arts and culture.

- **Performing Arts Companies**
- **Museums**
- **Design Services (including Architecture, Graphic Design, Interior Design, Photography, and Other Design Services)**
- **Fine Arts Education**
- **Art Galleries and Retail**

SUPPORTING INDUSTRIES

Supporting industries include businesses and roles that facilitate the creation of artistic works, provide publication services, or manufacture artistic products. These industries make it possible to conduct core industry activities.

- **Publishing and Distribution (including Movie and TV Production, Book Publishing, Sound Recording, Broadcasting)**
- **Craft Manufacturing**

TOURISM SPENDING

Georgetown's cultural businesses and events attract out-of-town visitors spending at a variety of businesses, further boosting the local economy. In 2024, this spending generated approximately $15.5 million of revenue in the following industries:

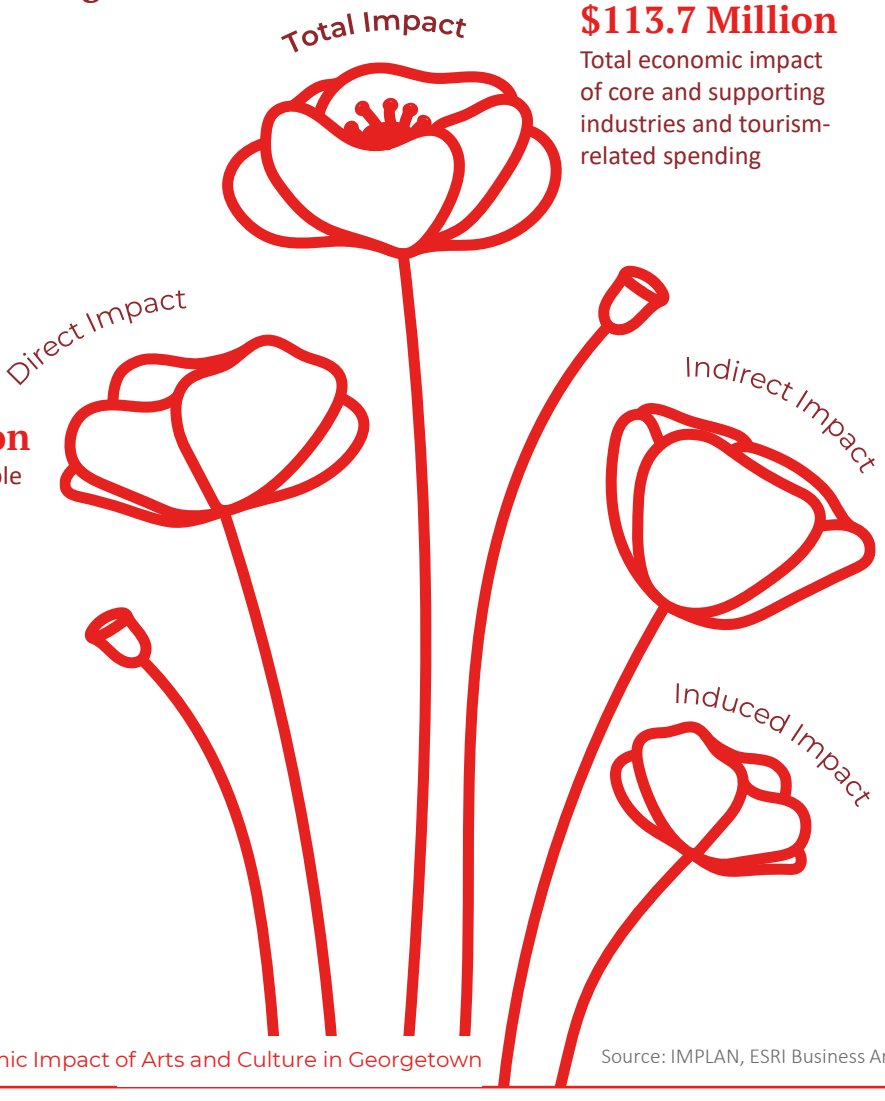
- **Food and Beverage**
- **Local Transportation and Gas**
- **Lodging**
- **Retail and Shopping**
- **Recreation and Entertainment**

Note: This study's methodology follows the methodology set forth by the National Endowment for the Arts, a framework currently used for the State of Texas. As such, the "Core Industries" and "Supporting Industries" categorization is based on the definition of the National Endowment for the Arts' Arts and Culture Satellite Spending Account. Additional methodology details and specific NAICS codes included in this classification can be found on page 19 of this report.

The Economic Impact of Arts and Culture

Georgetown's arts and culture scene supports 644 jobs, $34.9 million in salaries and wages, and $113.7 million in economic output annually. This impact is driven by both the operations of arts and cultural businesses and organizations, as well as spending from outside visitors who come to Georgetown to experience its arts and culture amenities. The overall economic impact includes direct spending on arts and culture, spending in other sectors that are patronized by arts and culture establishments, and spending by employees whose wages come from arts and culture organizations.

How Arts and Culture Generate Economic Impacts in Georgetown



$113.7 Million
Total economic impact of core and supporting industries and tourism-related spending

$80.6 Million
Revenue attributable to arts and culture establishments

$21.3 Million
Supply chain purchases and business-to-business expenses because of industry revenue

$11.8 Million
Arts and culture employees' spending of salaries and wages

Source: IMPLAN, ESRI Business Analyst

Economic Impact by Core and Supporting Industries and Tourism Spending

	Employment	Labor Income	Value Added	Output
Core Arts and Culture Industries				
Direct	316	$18,741,706	$31,916,665	$55,341,590
Indirect	95	$4,719,924	$7,402,906	$14,871,078
Induced	51	$2,602,281	$5,612,462	$8,854,669
Sub-Total Impacts	**462**	**$26,063,911**	**$44,932,033**	**$79,067,337**
Supporting Arts and Culture Industries				
Direct	33	$2,846,603	$6,757,636	$14,609,824
Indirect	21	$1,261,101	$2,087,559	$4,229,682
Induced	9	$454,443	$979,987	$1,545,971
Sub-Total Impacts	**63**	**$4,562,147**	**$9,825,182**	**$20,385,477**
Arts and Culture Tourism Spending				
Direct	98	$3,211,746	$6,388,524	$10,609,271
Indirect	13	$648,647	$1,082,396	$2,235,123
Induced	8	$414,456	$893,766	$1,409,966
Sub-Total Impacts	**119**	**$4,274,849**	**$8,364,686**	**$14,254,360**
Total Economic Impact of Arts and Culture				
Direct	447	$24,800,055	$45,062,825	$80,560,685
Indirect	129	$6,629,672	$10,572,861	$21,335,883
Induced	68	$3,471,180	$7,486,214	$11,810,606
Total Economic Impact	**644**	**$34,900,907**	**$63,121,900**	**$113,707,174**

Note: The "Output" column reflects "Industry Output," which is the value of production of goods and services in a calendar year. Specifically, this figure describes annual revenues plus net inventory change. Employment figures represent full-time and part-time jobs.
Source: IMPLAN, ESRI Business Analyst

The Fiscal Impact of Georgetown's Arts and Culture

Outside of economic impact, Georgetown's arts and culture scene also contributes to the city and state's tax base. The fiscal impact of arts and culture is the increased tax revenue that is raised due to spending on arts and culture. In 2024, Georgetown's arts and culture generated approximately $858,00 million to the City of Georgetown, $346,000 to Williamson County, and $2.4 million to the State of Texas for a total fiscal impact of $3.6 million.

Fiscal Impact by Core and Supporting Industries and Visitor Spending (2024)

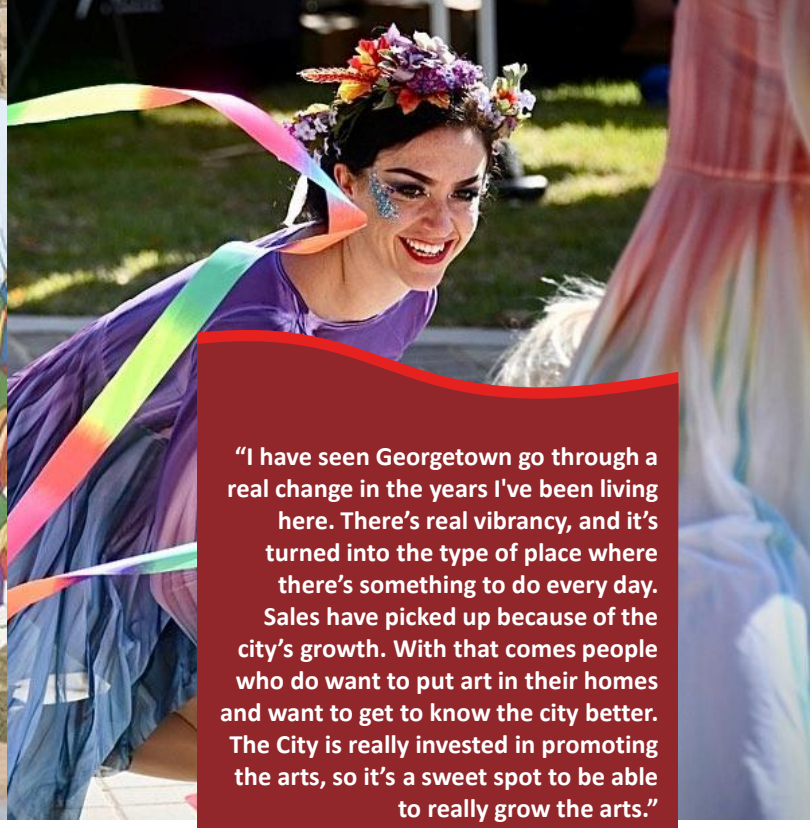
	City of Georgetown	Williamson County	State of Texas	**Total Fiscal Revenue**
Core Industries	$203,111	$181,127	$911,971	**$1,296,209**
Supporting Industries	$78,487	$67,818	$350,328	**$496,633**
Visitor Spending	$576,841	$97,390	$1,157,772	**$1,832,004**
Total	**$858,440**	**$346,335**	**$2,420,071**	**$3,624,846**

Fiscal Impact by Revenue Source (2024)

	City of Georgetown	Williamson County	State of Texas	**Total Fiscal Revenue**
Sales Tax	$423,161	$0	$1,962,651	**$2,385,812**
Hotel Occupancy Tax	$237,448	$0	$203,527	**$440,974**
Property Tax	$168,947	$337,632	$0	**$506,579**
Other Taxes & Assessments	$28,883	$8,703	$253,893	**$291,479**
Total	**$858,439**	**$346,335**	**$2,420,071**	**$3,624,845**

Note: Property tax, other taxes and assessments, and select sales tax figures calculated by IMPLAN. Hotel occupancy taxes and sales tax figures on visitor spending calculated by JS&A using tax rates as of August 2025. Sales tax revenue for "Georgetown and Williamson County" column includes revenue allocated to other municipalities within Williamson County. Figures use the following tax rates: 2% Georgetown sales tax, 6.25% state-level sales tax, 7% Georgetown hotel occupancy tax, and 6% state-level hotel occupancy tax. The figures may not add up due to rounding.
Sources: JS&A, IMPLAN





"I have seen Georgetown go through a real change in the years I've been living here. There's real vibrancy, and it's turned into the type of place where there's something to do every day. Sales have picked up because of the city's growth. With that comes people who do want to put art in their homes and want to get to know the city better. The City is really invested in promoting the arts, so it's a sweet spot to be able to really grow the arts."

- Georgetown Arts Stakeholder

Community Impacts

Georgetown's arts and culture impacts extend beyond the economy and into community impacts through improved quality of life, connection and social health, and local character and identity. Residents of Georgetown, by participating in the arts and culture scene, connect with neighbors, create a shared sense of place, and participate in rewarding and enriching activities around their community.

SOCIAL CONNECTION

Georgetown's arts and culture scene provides opportunities for socializing and connecting, another benefit for Georgetown residents and arts patrons.

SENSE OF PLACE

With its exciting events, beloved institutions, and popular annual traditions, Georgetown's arts and culture contribute enormously to the local character.

INCLUSIVITY AND ACCESS

Georgetown's arts and culture landscape emphasizes affordability and community, ensuring that everyone can participate.

RESIDENT ATTRACTION AND RETENTION

Georgetown's arts and culture scene not only attracts new residents to the area but also keeps community members engaged and connected for years to come.

CREATIVITY AND EXPRESSION

Georgetown artists are at the heart of the local community, creating spaces to share ideas, foster creativity, and celebrate what makes Georgetown a great place to live or visit.

COMMUNITY INVESTMENT

The local arts and culture character of Georgetown is a significant economic development driver for the City, fueling additional development and investment.

VOLUNTEERISM AND CIVIC PRIDE

Arts and culture experiences bring people together, building community and growing a sense of stewardship and local pride.

Georgetown's arts institutions, events, and greater cultural district serve a growing and evolving population.

"Small artists can turn into big business. If you create a space where artists can launch their projects from, they can get big and then come back to Georgetown to support the city."

- Georgetown Arts Stakeholder

CULTURAL DISTRICT

Downtown Georgetown is the center of tourist activity for Georgetown and a major contributor to its local charm.

SIGNATURE EVENTS

Well-known and popular annual events keep visitors coming back to Georgetown and connect residents and local arts patrons to celebrate the arts.

SHOWCASES

Georgetown venues and events provide an essential opportunity for local artists to gain exposure and build their arts and culture businesses.

INSTITUTIONS

Georgetown's arts institutions play a critical role in supporting artists, growing the visibility of the arts, and attracting audiences to Georgetown's arts and culture scene.

MARKET SEGMENTATION AND TRENDS

Georgetown's arts and culture economy has the opportunity to build off a growing base of arts and culture patrons, balancing engaging new residents and tourism markets while also connecting with long-time residents and patrons around local arts and culture traditions.

RESIDENTS AND ARTS PATRONS These visitors enjoy Georgetown's classic arts and culture amenities, including the Art Stroll and events at local institutions such as the Palace Theatre. They're more likely to keep up-to-date with Georgetown arts and culture news and events. Georgetown must manage to retain the kinds of experiences they enjoy even as it looks to bring in new visitors to enjoy the arts and culture scene.

INCOMING YOUNG FAMILIES This is a growing source of arts and culture spending in Georgetown. Families are looking for kid-friendly activities that are accessible, convenient, and connect to Georgetown's charming character and local history.

COLLEGE STUDENTS AND VISITORS College students and recent graduates are often attracted to Georgetown for its local character and amenities. Georgetown visitors often drive from Dallas, Houston, or San Antonio; the top states for out-of-state visitors include California and Florida.



The Georgetown Art Center is the headquarters of the City's Arts and Culture Program, hosting art exhibits, public events, and educational opportunities for all.

Established in 2013 by the Georgetown Arts and Culture Board, the arts center is the hub of arts and culture in the city, facilitating collaborative programming between arts and culture anchors and local arts businesses. As the headquarters of the Downtown Georgetown Cultural District, the GAC offers visual art exhibits, artist talks, and receptions free to the public. Exhibits are curated by a committee of local artists and include a range of solo and group shows. The Art Center's Cordovan Art School offers classes for adults and children, as well as school break camps, summer camps, and continuing education for arts professionals. The Art Center is an essential partner for Georgetown's public art installations, which can be found all over the downtown cultural district, including around the Square, in the Art Center, in local parks, at City Hall, and at the library.



Drawing over 75,000 attendees over three days of festivities, the Red Poppy Festival is Georgetown's signature event with music, entertainment, art, food, and attractions.

The Red Poppy Festival is a flagship Georgetown event for residents and visitors alike. Hosted in April, the Red Poppy Festival celebrates the history of the flower in Georgetown and the community's preservation of its presence across town. The festival kicks off on Friday night and runs through Sunday with three days of music, entertainment, and family fun, and features more than 150 artisan vendors. The festival features crowd-drawing headliners as well as events such as the Car Show, Red Poppy Parade, Pet Parade, and Red Poppy Kids Zone. Wide-ranging food vendors and the artisan market welcome attendees throughout the weekend. In addition to providing a beautiful occasion for celebrating community in Georgetown, the festival brings in visitors from around the region, contributes to Georgetown's arts and culture landscape, and contributes to the local economy.



The Month of the Arts Celebration, each October, is an opportunity for the community to celebrate all forms of art, from music to sculpture, painting, and film.

The Celebration includes a whole range of arts-oriented activities and interactive programming. Patrons participate in an Autumn Art Stroll around the Downtown Cultural District, a celebration of the year's Sculpture Tour winners, and the South Main Arts Festival, among other events. The celebration is filled with artist demonstrations, arts exhibitions, live music, performing arts, and arts markets. The Month of the Arts highlights the talent and range of Georgetown-area artists, bringing the community together around the arts in an unforgettable weekend each year.



The Georgetown Palace Theatre celebrates the power of storytelling and our shared human experience with artistic excellence, quality education, and engagement.

The Palace Theatre has long been a home for arts and culture in the Georgetown community. It started as a home for silent pictures, then talkies, with an exceptional history as a movie theater up until 1989. In 1990, Georgetown Palace Theatre, Inc., was founded to save the historic theatre. The Palace successfully re-opened and has performed exciting theatrical seasons ever since. It's the only Art Deco building in downtown Georgetown and provides a classic historic charm that visitors and residents love. The Palace often brings in exciting new events and community activities to keep audiences coming back time and time again. Now, with the Tin Barn staging area and rehearsal stage, Palace Playhouse black box theatre, and Doug Smith Performance Center for its education program, the Palace Theatre continues to be a flagship Georgetown arts and culture destination. Its year-round education has something for all ages, and its performances suit a wide range of audiences.



The Williamson County Art Guild Gallery celebrates local artists, supports events and exhibitions across the Georgetown arts and culture scene, and showcases artistic achievements across all different disciplines.

The Williamson County Art Guild (WillCo Art Guild Gallery) offers affordable and communal gallery space to emerging, evolving, and established artists. Since 2023, the gallery has hosted work from 26 permanent local artists and a monthly show at the front of the gallery to support its members. The WillCo Art Guild creates opportunities for artists to elevate their work in Georgetown, across display spaces, county exhibitions, and festivals and pop-up shows. The gallery supports Georgetown artists as the backbone of the city's arts and culture scene. The Wilco gallery's members represent artistic disciplines from painting, drawing, photography, mixed media, and more. These artists' works can be viewed all around Georgetown in locations like Framers Gallery, the Palace Theatre, the Art Direct gallery space, and the Healing Arts Gallery.

Opportunities to Increase the Impact of Arts and Culture

The City of Georgetown can take several steps to further bolster the economic impact of the arts and its cultural assets in the coming years. The opportunities below are oriented for the City of Georgetown as the lead implementor, but partnering with other key stakeholders and industry leads will be critical for implementation.

Enhance the presence of the Georgetown Art Center as a catalytic launch pad for creative businesses, entrepreneurs, and artists.

Expand space and resources for creative professionals to jumpstart business growth, skill development, and production.

Double-down on efforts to make downtown an exceptionally inviting and vibrant environment.

Continue investing in public art, streetscaping, and strategic expansions of the Cultural District, in alignment with the Downtown Master Plan.



Support the vitality of existing arts business and support organizations.

Expand existing efforts to support local artists and support organizations, while encouraging regular networking and creative partnerships within the existing arts and culture ecosystem.

Expand the draw of the existing set of core arts and cultural events.

Capture more regional visitation to existing and future events to bring more activity and recognition to Downtown Georgetown.

Strategic Action Opportunities for the City of Georgetown and its Partners

Enhance the presence of the Georgetown Art Center as a catalytic launch pad for creative businesses, entrepreneurs, and artists.

- Build on the recent success of the Georgetown Art Center by exploring growth in staff capacity, programming frequency, user resources, and physical expansion.
- Enhance and grow the supply of physical spaces to create and showcase art.
- Assess the feasibility of an arts incubator or makerspace to serve as a launch pad for prospective artists and creative professionals.
- Expand the well-received Artists in Residency program to include more artists and boost promotional efforts to participants.

Double-down on efforts to make downtown an exceptionally inviting and vibrant environment.

- Continue implementing the Downtown Master Plan by investing in landscaping, quality signage, public art, streetscaping, and other placemaking efforts; supporting densification; and developing the Rock St. promenade.
- Continue connecting assets throughout the 9th Street Art Walk to strengthen the link between the South Main Arts District, the Light and Water Works District, and City Hall.
- Ensure the quality and frequency of the popular Arts Stroll is maintained.
- Encourage programming and placemaking investments take place both on and off Courthouse Square to help expand the downtown footprint.

Support the vitality of existing arts businesses and support organizations.

- Organize a regular virtual and/or in-person networking hour for artists, nonprofit arts groups, and other creative professionals.
- Increase grant funding for arts and culture organizations and explore grant support for arts-based businesses.
- Expand marketing and promotion for the Downtown Cultural District as part of the Texas Commission on the Arts' Cultural District Program framework.
- Continue to utilize Texas Commission on the Arts' Cultural District Grant funding.
- Consider increase of Hotel Occupancy Tax funding to the arts to 15% (the maximum allowable share).

Expand the draw of the existing set of core arts and cultural events.

- Expand the market area of core cultural events through targeted marketing to Austin, San Antonio, or other applicable sources of overnight visitors.
- Increase participation in arts and cultural events and programming.
- Hold a roundtable with Sarofim School of Fine Arts, GISD, and downtown arts organizations to discuss opportunities for arts internship programs, cross-promotion of events, and joint-programming that highlight Georgetown's young creative talent.

About This Methodology

The economic impact of arts and culture in Georgetown was analyzed based on the cumulative economic contribution of (a) "core arts and culture industries" and "supporting arts and culture industries," as defined by the National Endowment for the Arts' Arts and Culture Satellite Production Account (ACPSA), and (b) spending attributable to out-of-town visitors coming to Georgetown primarily due to its cultural amenities ("cultural visitation/tourism"). Analysis represents the estimated 2024 economic and fiscal impacts.

Arts & Cultural Sector. This study assesses the impact of the city's arts and cultural establishments classified as within a "core arts and culture industry" or "supporting arts and culture industry." These include both for-profit businesses and nonprofit organizations. 2024 employment and business data were pulled by NAICS code using ESRI Business Analyst (see table on p. 19 for included NAICS codes) and adjusted by ACPSA industry ratios that estimate the share of arts and culture-related jobs within the overall employment of an industry.

Core Industries. Core arts and cultural production industries, as defined by ACPSA, are originators of ideas and content associated with the creation of arts and culture. These industries include performing arts, museums, design services (such as architecture, graphic design, photography, etc.), and arts schools. This analysis also includes "Art Galleries and Retail" as a core industry, due to the central role such businesses play in Georgetown's cultural district and artistic ecosystem.

Supporting Industries. Supporting industries include businesses and roles that facilitate the creation of artistic works, provide publication services, or manufacture artistic products. Industries include publishing, movie and television production and distribution, sound recording, broadcasting, and craft manufacturing. These industries make it possible to conduct core industry activities.

Cultural Visitor Spending. The study assesses the amount of consumer spending on lodging, food and beverage, recreation, transportation, and shopping attributable to arts and culture. This total amount of "trip-related expenses" is based on Travel Texas visitor spending estimates for the City of Georgetown, assuming 10% of visitorship is directly attributable to arts and culture. This share is an estimate based on primary trip reason visitation data from tourism impact studies in comparable communities. The actual share of trips attributable to arts and culture in Georgetown may vary. The analysis uses Travel Texas statewide visitor spending averages to estimate consumer spending across each of the spending categories. Shopping and recreation spending were reduced by 60% and 30%, respectively, to account for double-counting of revenue within the arts and cultural sector.

About Georgetown, TX

Georgetown's Arts & Culture Program enhances the quality of life for the residents and visitors of Georgetown by promoting community engagement, cultural participation, and cultural tourism through public art programming and arts and culture collaborations. The Arts and Culture Advisory Board encourages, stimulates, promotes, and fosters programs for the cultural enrichment of the City contributing to the quality of life in Georgetown and developing an awareness of the value of the arts.

About JS&A

The City of Georgetown engaged Jon Stover & Associates (JS&A) to create this economic impact assessment. JS&A is an economic development consulting firm that specializes in economic and fiscal impact analysis, arts and culture industry analysis, and economic development strategy.

Data Sources and Additional Methodology Details

This study used IMPLAN, which leverages data and multipliers specific to Williamson County to calculate the indirect and induced economic impact and direct fiscal contributions of arts and cultural industries. Multipliers use 2023 data, the most recent available data year in IMPLAN. IMPLAN was used to (a) provide needed data multipliers and (b) generate a model that uses employment and spending inputs to estimate the corresponding impact on jobs, wages, economic output, and fiscal revenue. Other data sources include ESRI Business Analyst (local business and employment data), "2019 Red Poppy Festival Economic Impact Analysis" conducted by Cygnet Strategies (to estimate cultural tourism spending profile), and 2023 event and cultural venue attendance data provided by City of Georgetown.

NAICS Codes Used for Impact Analysis

Core Industries		Supporting Industries	
Industry Description	NAICS Code(s)	Industry Description	NAICS Code(s)
Performing Arts		**Information Services**	
Performing Arts Companies	711110, 711120, 711130, 711190	Publishing	511110, 511120, 511130, 511191, 511199, 511210
Promoters of Performing Arts and Similar Events	711310, 711320	Motion Pictures	512110, 512120, 512131, 512132, 512191, 512199
Agents/Managers for Artists	711410	Sound Recording	512210, 512220, 512230, 512240, 512290
Independent Artists, Writers, and Performers	711510	Broadcasting	515111, 515112, 515120, 515210, 517110, 517510
Museums	712110, 712120, 712130, 712190	Other Information Services	516110, 519110, 519120, 519130
Design Services		**Manufacturing**	
Advertising	541810, 541820, 541830, 541840, 541850, 541860, 541890	Jewelry and Silverware Manufacturing	339911, 339913, 339914, 339910, 339912
Architectural Services	541310	Printed Goods Manufacturing	323110, 323111, 323112, 323113, 323115, 323117, 323119, 323121, 323122
Landscape Architectural Services	541320	Musical Instruments Manufacturing	339992
Interior Design Services	541410	Custom Architectural Woodwork and Metalwork Manufacturing	332323, 337122, 337212
Industrial Design Services	541420	Other Goods Manufacturing	327112, 327212, 327215, 339942
Graphic Design Services	541430		
Computer Systems Design	541511, 541519		
Photography and Photofinishing Services	541921, 541922, 812921		
All Other Design Services	541490		
Fine Arts Education	611610		
Education Services	611110, 611210, 611310, 611511, 611519		
Art Galleries and Retail*	--		

*Art Galleries and Retail employment manually estimated by JS&A using online directory of art galleries and other retail establishments primarily selling local crafts and other arts-related goods and available online employment data.
Notes: Not all entities listed under NAICS code classifications are used in the impact analysis, due to duplicates and industries without any registered employment within Williamson County. Analysis excludes construction, government, union management, and publicly managed parks, recreation, and sports facilities employment.

GEORGETOWN
TEXAS

APPENDICES

Appendix A – Artist Survey Results

Appendix B – Community Survey Results

Appendix C – Arts and Culture Organization Survey Results

Appendix D – Arts-related Businesses Survey Results

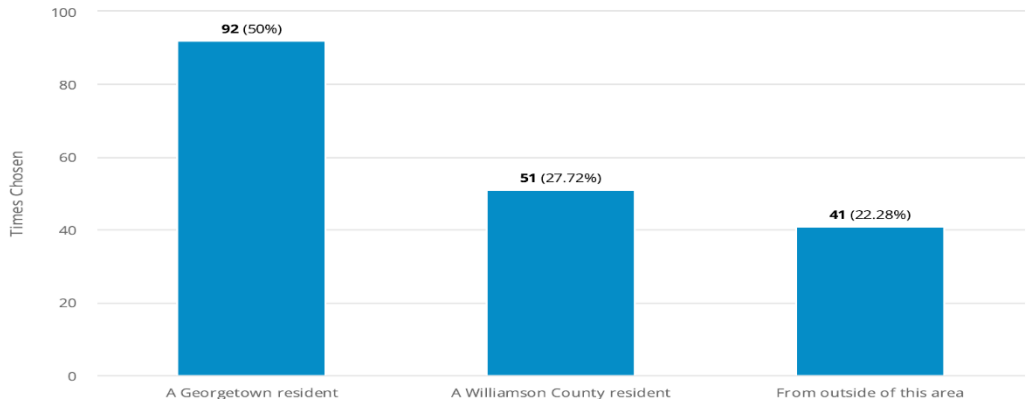
Appendix E - SWOT Analysis Results

Appendix A

Georgetown Arts and Culture Survey for Artists and Makers

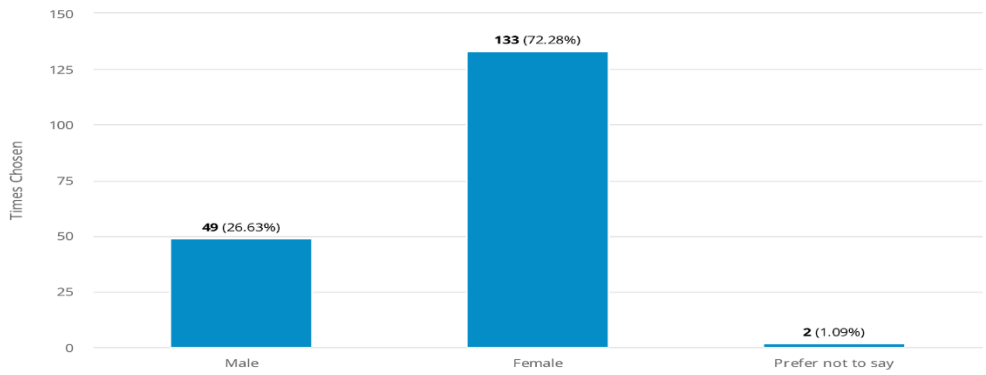
Are you:

Number of responses: 184



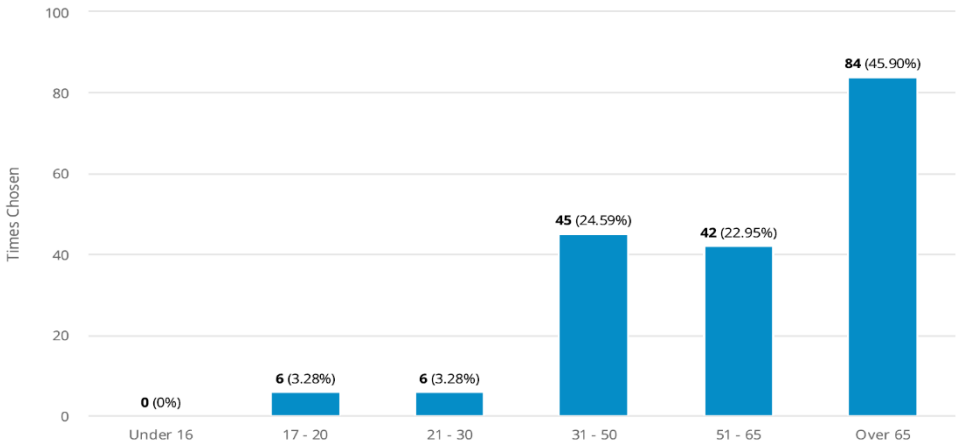
Gender:

Number of responses: 184



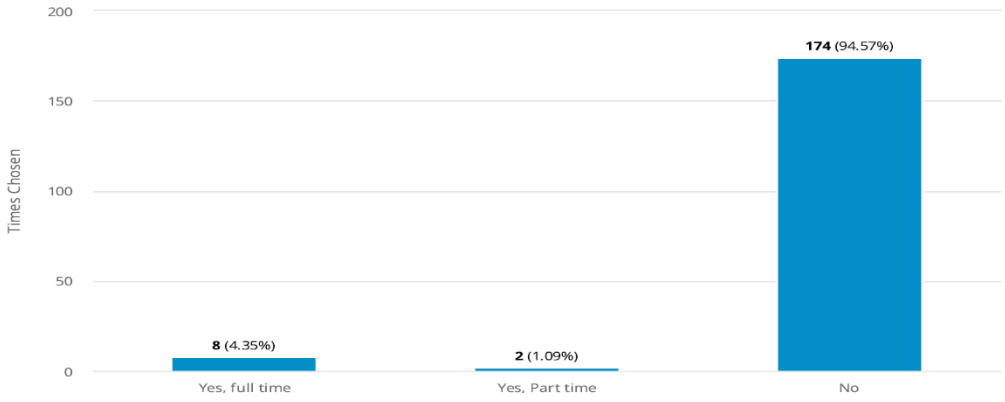
What is your age?

Number of responses: 183



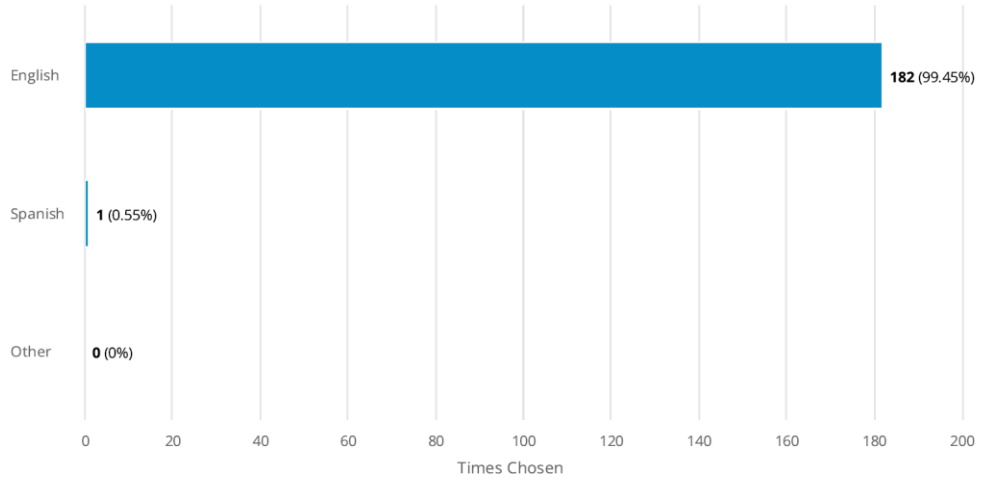
Are you currently a student?

Number of responses: 184



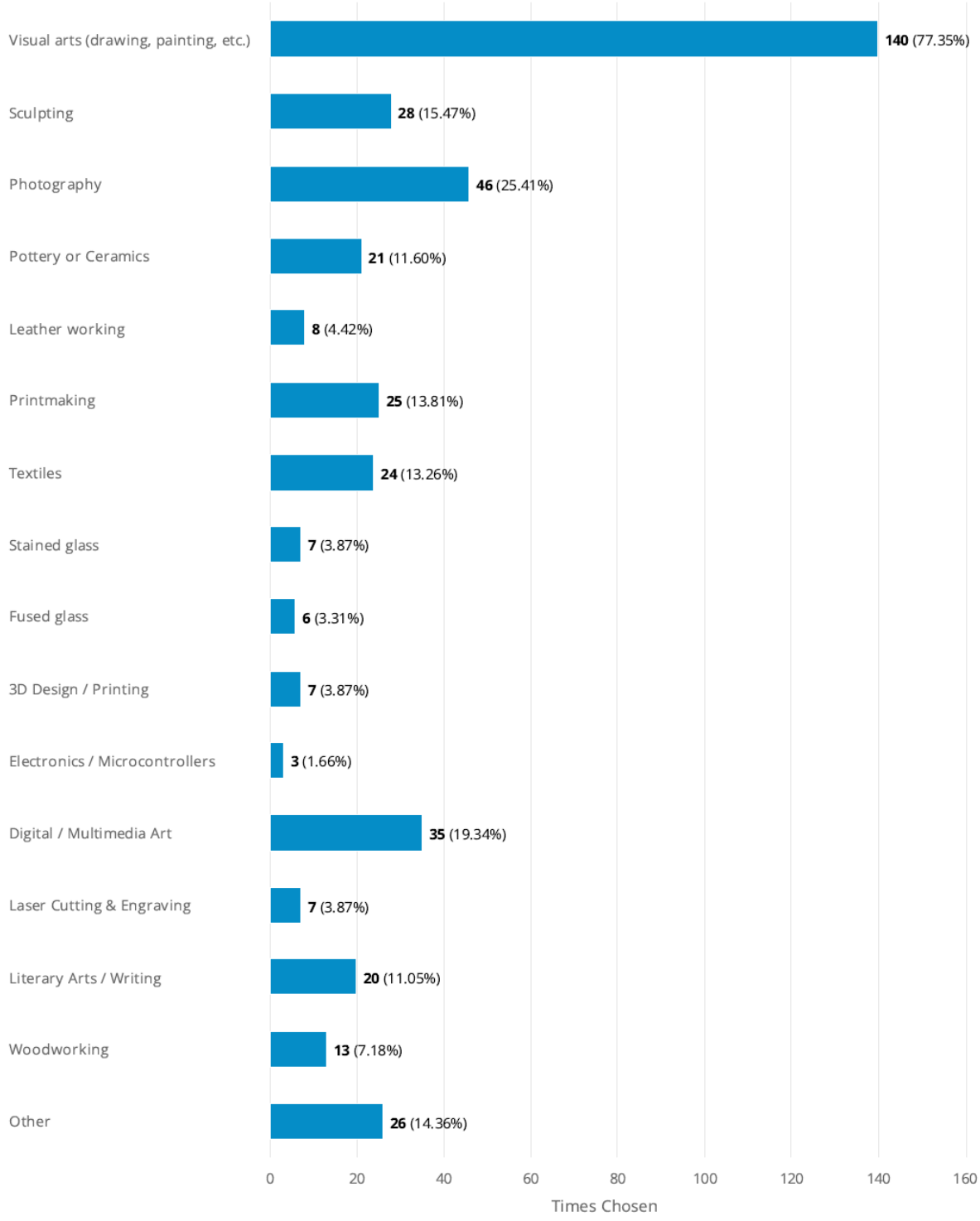
Primary Language spoken?

Number of responses: 183



2. What type of creative work are you engaged in?

Number of responses: 181

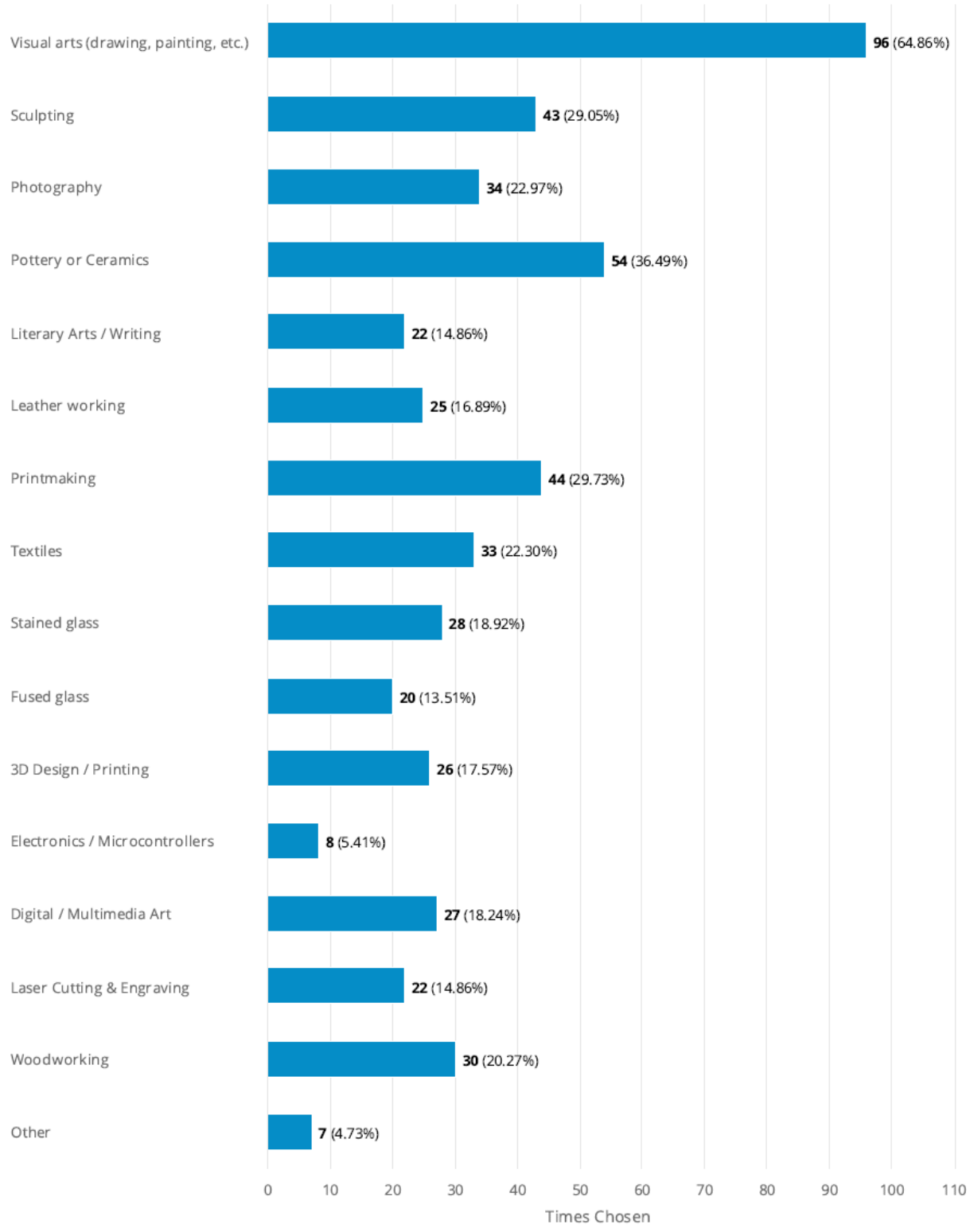


2. "Other" text answers:

Mixed media 3D art
Teaching to senior community two languages
Jewelry and metalsmithing
Jewelry, smithing
music, theater, dance and other live performances
CAD / metalworking
Musician
Theatre - Performing
Theatre Design and Fabrication
Performing Arts and Design
Calligraphic Art
Miniature Dioramas
classical music
Music
Mosaics
Mosaic arts
Mosaic Glass
music
Sound
Performing arts
Mosaics, and also gourd art
Symphony Orchestra performing historic and new music
Mixed Media
Acting / Performance
Cake decorating/painting
China painting

3. Are you interested in learning more about or taking classes in any of these?

Number of responses: 148

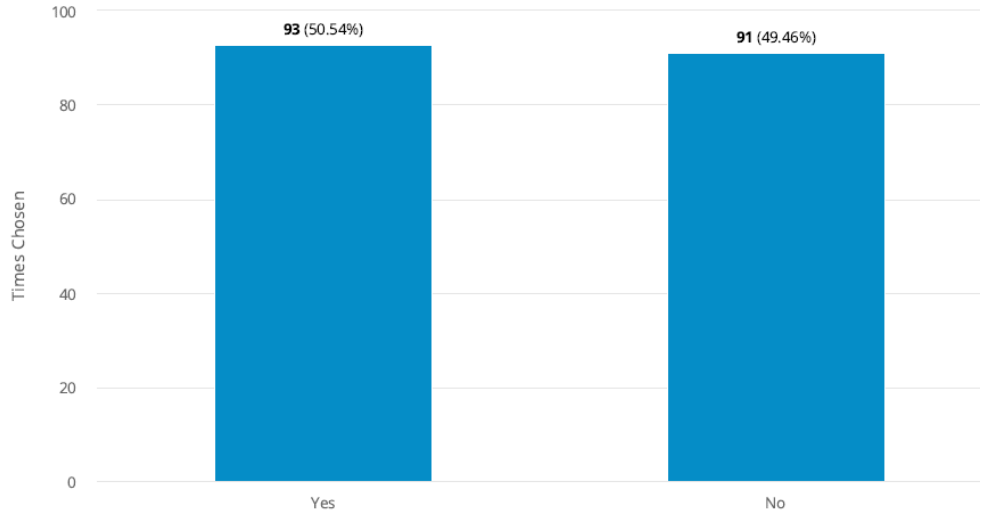


3. "Other" text answers:

Music, theater, dance and other live performances
Succeeding as a professional artist
AI rendering
exhibition opportunities
Only rehearsal and performance space
I'd like to cobble boots, I think that would be pretty cool
China painting

4. Are you currently a member of an arts or craft association or guild?

Number of responses: 184



4. b) If yes, which one(s)?

Williamson County Art Guild
Williamson County Art Guild
WCAG, Center Art Club in RR, visual Arts club in Sun City
WCAG
Henry County
TSOS
Williamson County Art Guild and Weavers and Spinners Society of Austin.
in Sun City, Visual Art Club, and Creative Clay, also Texas Society of Sculpture
Williamson County Art Guild
Williamson County Art Guild
WCAG, woodworking, computer club
WCAG, VAC at Sun City
Williamson County Art Guild
Williamson County Art Guild and Sun City Visual Arts Club
WCAG

Williamson County Art Guild, Creative Arts Society
4. b) If yes, which one(s)?

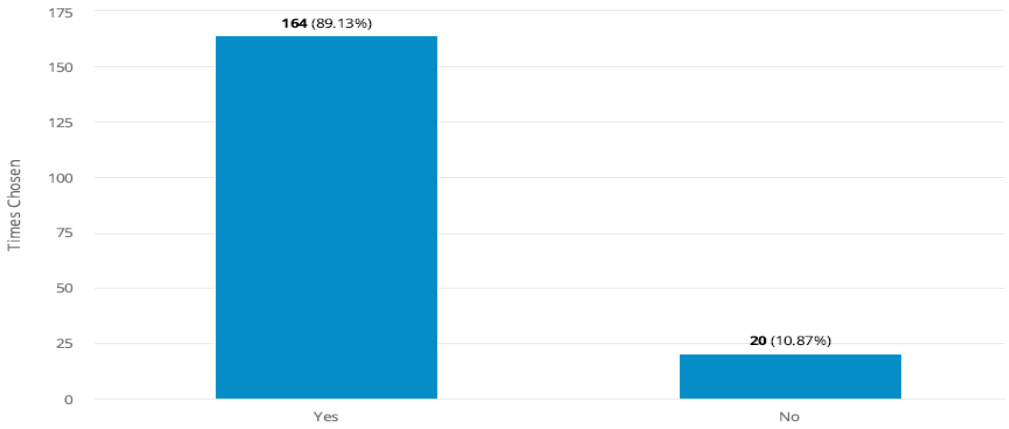
Williamson County Art Guild
Williamson county art guild
WCAG, RRArts, SCPhoto, Hill Country Camera Club, PSA
Williamson County Art Guild
Williamson County
Williamson County Art Guild
Williamson County Art Guild
Sun city VAC, WCAG
GAC HCCC. WCAG
Williamson County Art Guild, Georgetown Art Center
British Argentium Guild & Society of North American Goldsmiths
Center Art Club, Round Rock Image Creators, Williamson County Art Guild
USITT
Williamson County Art Guild
AEA (Actor's Equity Association)
Texas Society of Sculptors; Artist-Blacksmith's Society of North America (ABANA)
Capital City Scribes
Sun City Creative Club
Brownwood Art Association, GAC
WCAG
Cultural Council for Palm Beach County
Artists of Central Texas also WCAG
Professional Artists of Central Texas
Williamson county art guild
Williamson County Art Guild
Williamson County Art Guild
fort worth collective,
Williamson County Art Guild
Several, local and national
OPA, AIS
Sun City Photography Club
Austin Mosaic Guild and Georgetown Arts
WCAG
Professional Artists of Central Texas
Creative Arts Society of Austin
Texas Sculpture Group
Pastel Society
Central Texas Pastel, Austin Pastel, Pastel Society of NM, PSA, AWA, WAOW
Georgetown Art Works
Fun Art Collective Artists of Central Texas Texas Cartoonists
WCAG, Waterloo Watercolor Group

WCAG, AVAA and the Bee Cave Arts Foundation
Rrcc
4. b) If yes, which one(s)?

Sun City Visual Art and WCAG
Creative Arts Society, Capital Arts Society, Painters ATX,
ICOSA
Sun City Visual Arts clubs, (upcoming membership) - Central Texas Pastel Society
Printhouston & Saga
WCAG
Central Texas Pastel Society, Williamson County Art Guild
Clay Collective of Austin
Nest Guild
WCAG, Central Texas Watercolor Society
Center Art Club of Round Rock, and i show at the Old Bakery and Emporium in downtown Austin
Central Texas Pastel Society
Lone Star Botanical Artists, a Circle of the American Society of Botanical Artists
HCAF, Bee Cabe Arts Foundation
might be in future but for now solo
Tri-State Sculptors
Williamson County Symphony Orchestra
Artists of Artists of Central Texas
WCAG and Visual Arts Club in Sun City
Texas Society of Sculpture and Hutto Arts Today
Central Texas Art Focus
Waterloo Watercolor. Williamson County Art Guild
Williamson county art guild
Austin porcelain artist, sun city visual arts, sun city creative clay and China
Artists of Central Texas, Outside Artists, Kerrville arts, Creative Arts Society Arts
RR center for the arts, WCAG, Capitol Arts Society
wcag
WCAG,GAC, Blanton Museum
Georgetown arts Center and Williamson County art Guild
The Texas Photography Festival
WCAG

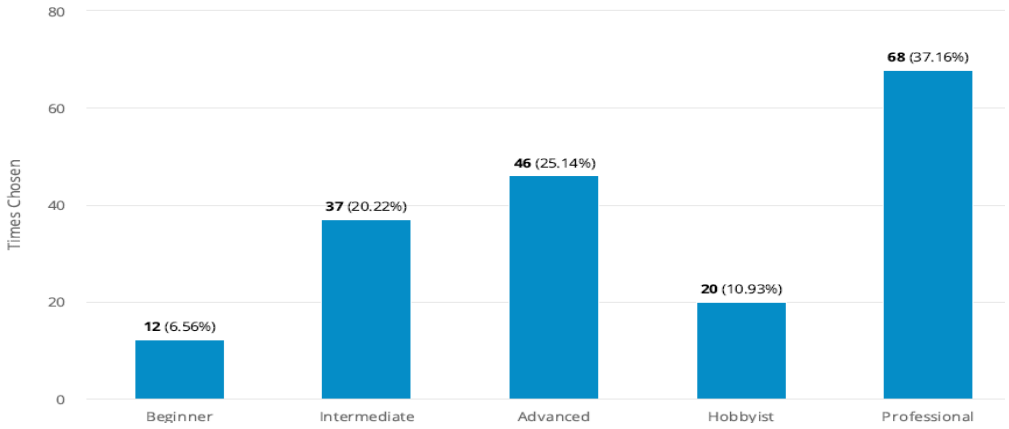
5. Are you currently producing work?

Number of responses: 184



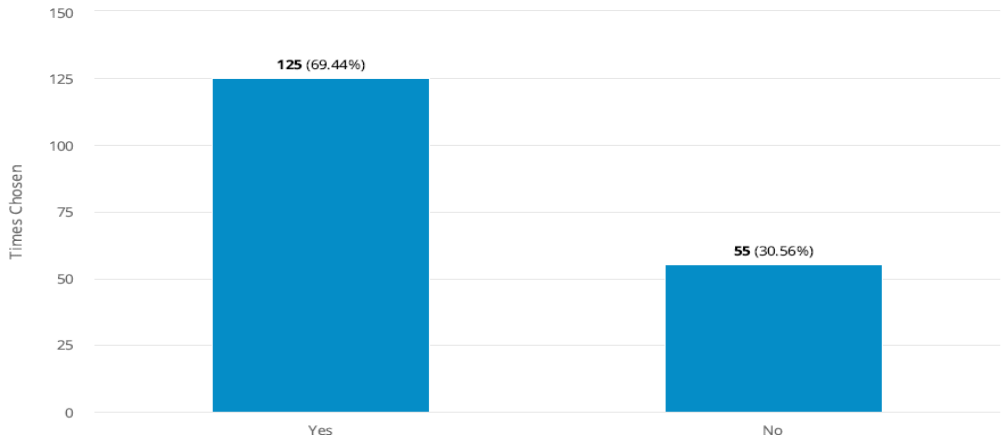
6. How would you describe your creative practice?

Number of responses: 183



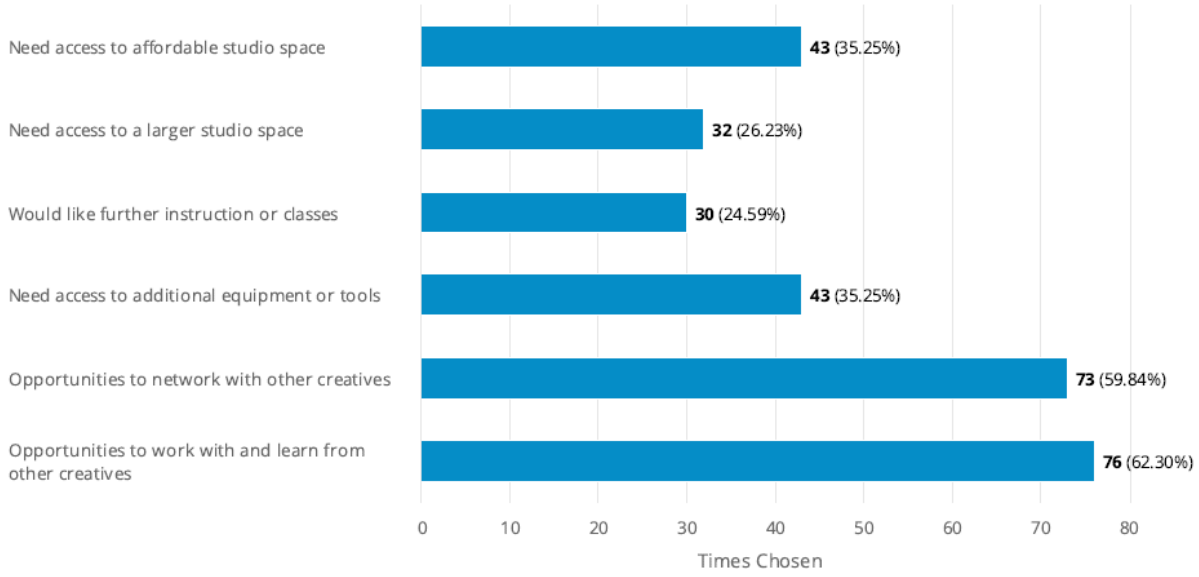
7. a) Is there anything limiting your pursuits in your creative work?

Number of responses: 180



7. b) If yes, please select all that apply:

Number of responses: 122



Comments:

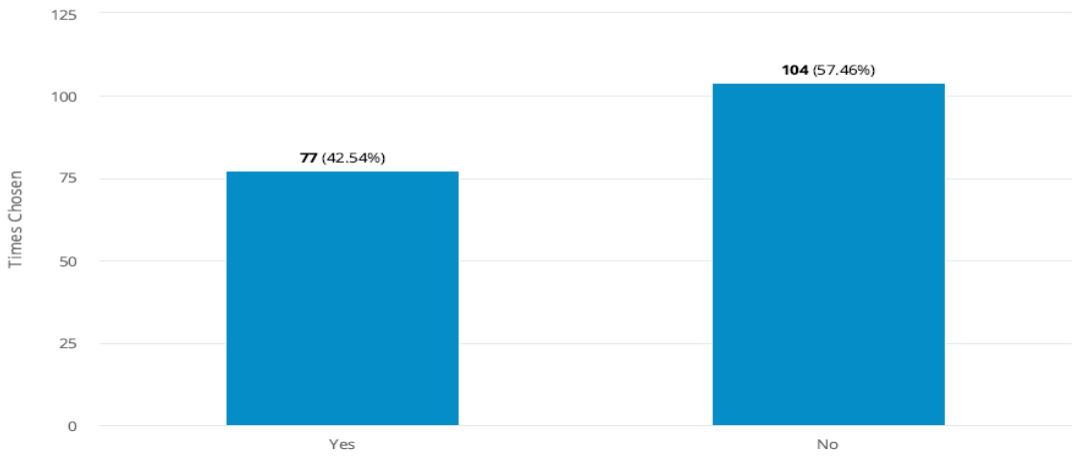
- Specifically printmaking presses and studio space
- Places to sell my work besides art shows.
- Mainly really it's a mental health thing
- I would like to be more ways to give demo for people that may be interested to create in different techniques and open their imagination.
- My age is limiting, was Art Teacher and owned 4 art galleries
- Better publicity without having to pay through the nose

- Interested in creating a studio/showing space with 2-3 other artists. GT needs more professional level galleries in my opinion!
- I would like to hold art classes but cannot find affordable space to hold gatherings
- Need local Contemporary Arts Museum/Gallery for inspiration and sales opportunities
- I predict that larger studio space will rank high.
- I think all of these options above are great and I see that there are opportunities available in the area. What I see as the biggest hurdle for working artists is generating an income vs the costs that we accumulate. With higher living expenses, I'm also seeing an increase in application and hanging fees. Even as my career has advanced significantly, it has felt very horizontal in growth due to this. I would love to see further artist-paid opportunities available such as artist in residencies that have housing coveted with stipends, further mural or beautification projects where artists at least have their supplies covered, etc.
- Need additional opportunities to sell my work.
- Support with website design and functionality and display opportunities
- Having just graduated from southwestern, my future as an artist is currently uncertain. That said, I am working to figure out what my next direction will be. My current goal is to get a job in education to pay rent
- while applying to shows and working on work in my time of.
- Welding or metal casting would expand options. Currently limited to ceramics.
- Opportunities to exhibit with organization nationally and internationally
- "studio" space as in rehearsal and performance halls for orchestra and other large ensembles
- Really for us it would be access to larger performance spaces and/or rehearsal spaces
- Arting costs money
- My own energy level is limiting my productivity!
- Just access to a steady sales channel, so I can aéord the costs of what I produce
- I live in the area, but in Travis County. I didn't feel I was from 'out of the area'.
- Full time professional artist, and graphic designer. Previously served on GAC/GAW Board. Very supportive of all things Georgetown art related.
- Affordable accessible gallery space both traditional and digital like art rotating on TV or digital screens for public viewing in public spaces.
- I am also a professional Fine Arts instructor - experienced in teaching community organizations and university classes. I teach life drawing classes.
- Lack of knowledge in how to utilize online selling opportunities
- For me, time is the most limiting factor.
- Limited ceramic studios in the area. I think you would see a vibrant response to ceramics offering
- I am always interested in opportunities to connect with and learn from other artists.

- Would like to be able to share and teach. Especially with serious high school students.
- To learn more effective strategies for the commercial side of a êne art practice.
- Space to show local art!
- Time & money is what limits me.
- Not particularly relevant, but my work is at a diéerent price point and more niche modern. I wish Austin had more to read art pairs for independently represented artist that aren't a part of their studio tours opportunities to share work and increase visibility
- Need performance hall of 1,500 capacity
- Need more gallery spaces
- There is a total lack of gallery space in Georgetown. By my count there are only four.
- More exhibit space needed
- Grants and Sponsorships
- I like crest but selling or entering requests for art
- Time is also an issue, but I don't think you can help with that
- Opportunities for showing at a gallery in Georgetown. Not exactly sure if only members can submit or only residents...this information should be more clear and more encouraging because I was under the impression that it is limited to a select group who are members and/or take classes.
- China painting is becoming a lost art. Need galleries willing to show this art venue. Out source outside of Georgetown and Suncity.
- Time constraints

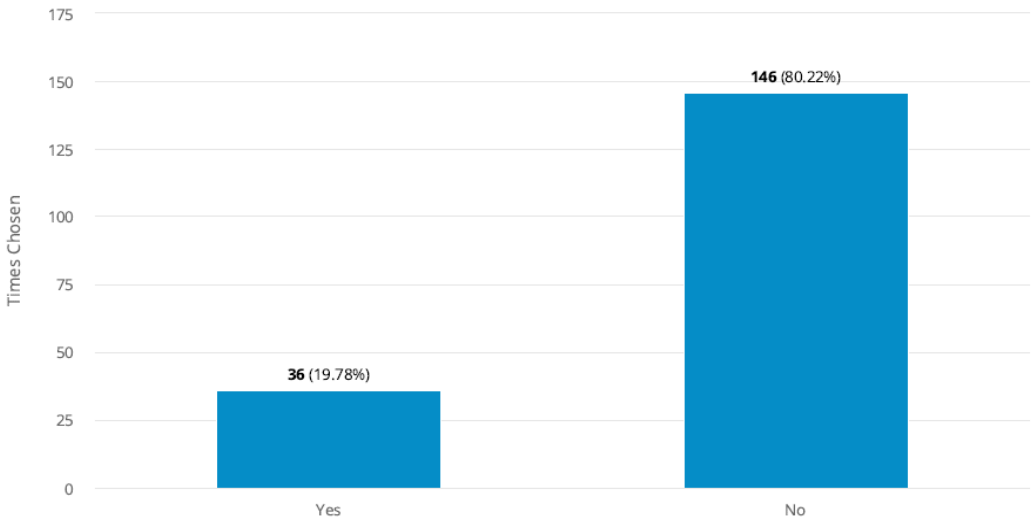
8. Would you be interested in live drawing classes with a model?

Number of responses: 181



9. a) Have you ever used a Makerspace or similar facility (e.g. a fab lab, innovation lab or community workshop) before?

Number of responses: 182



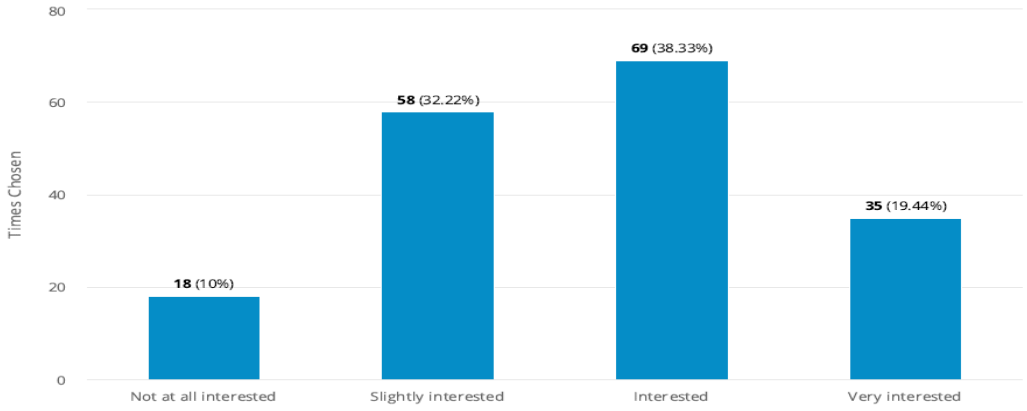
9. b) If yes, where?

- The Bubbler in Madison, Wisconsin and at UT Austin
- School
- Sallas
- Georgetown Art Center classes
- Long time ago when one was available in La Frontera
- Austin, TX
- Make South Bend - South Bend, In
- Virginia, Indianapolis
- Houston Center for Contemporary Craft and Arrowmont open studio
- Citadel (SJ CA)
- Tippit
- Art Dept Temple, TX
- Penn State University
- Chicago Avenue Fire Arts Center in Minneapolis MN.
- Austin
- St Paul MN
- Southwestern University Alma Thomas Fine Arts Centre
- Dallas 500X
- The Crucible in Oakland CA
- Tech Shop in Round Rock
- In Houston, several locations in Massachusetts, Austin, and Georgetown
- TechShop all over the globe!

- Painters is a group of artists that paint together every week
- Dougherty Arts Center in Austin
- Texas state university
- My job
- TechShop
- A wood laser cutting studio in Austin
- Sun City
- Cumberland Road Art Studio in Hutto
- Techshop, Round Rock
- Big Media
- Georgetown, Mississippi Art Colony
- Georgetown
- Eddie Adams Workshop

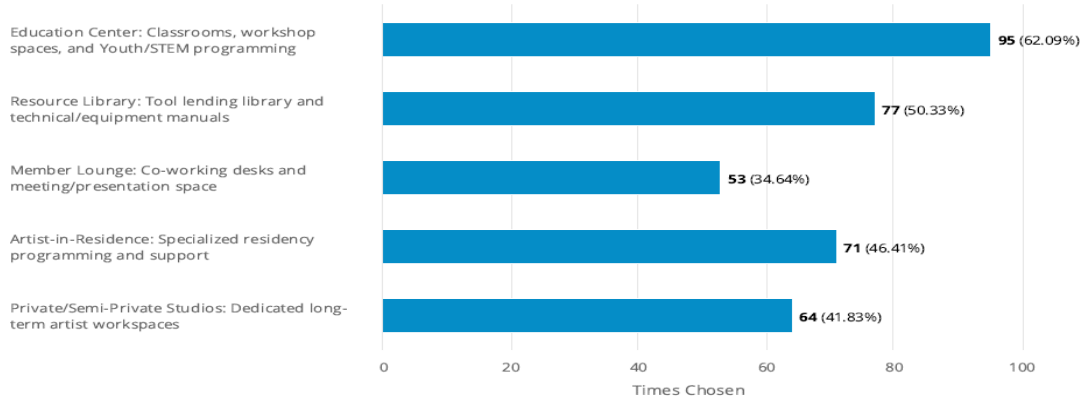
10. a) How interested are you in a publicly accessible Makerspace in Georgetown?

Number of responses: 180



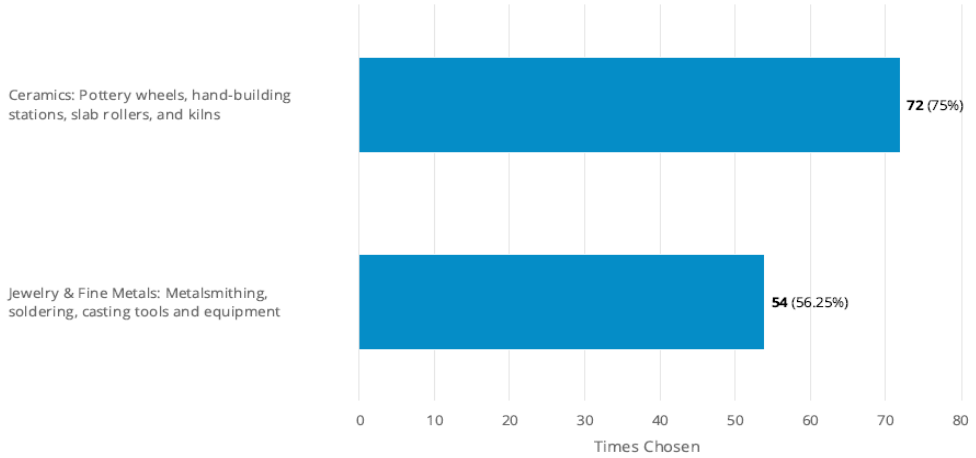
10. IF INTERESTED - b) what COMMUNITY COMMONS areas / activities would you want to explore or use?

Number of responses: 153



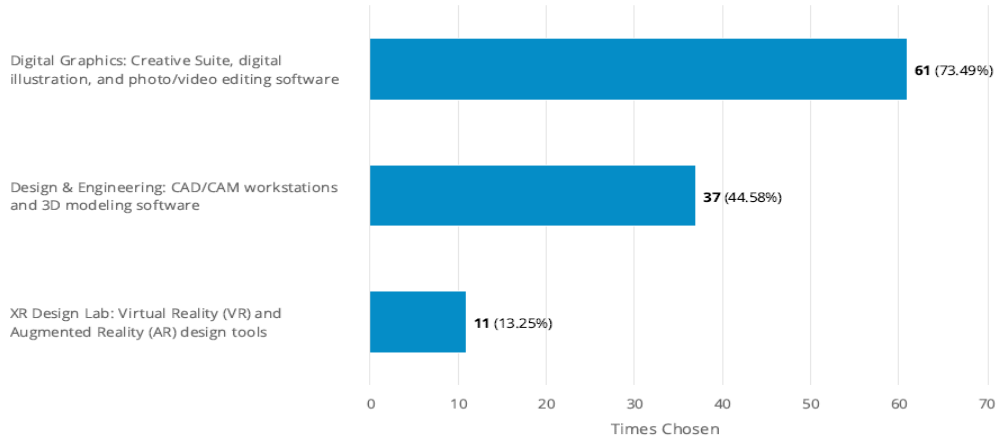
10. IF INTERESTED - c) What CRAFT areas / activities would you want to explore or use?

Number of responses: 96



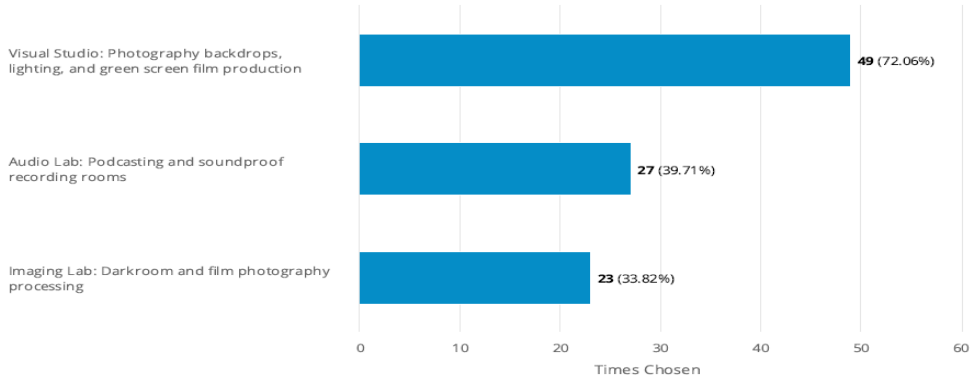
10. IF INTERESTED - d) What DESIGN areas / activities would you want to explore or use?

Number of responses: 83



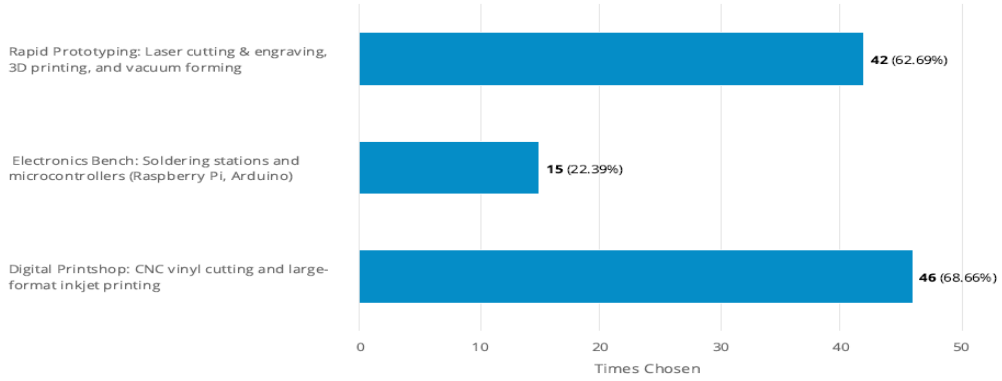
10. IF INTERESTED - e) What MULTIMEDIA areas / activities would you want to explore or use?

Number of responses: 68



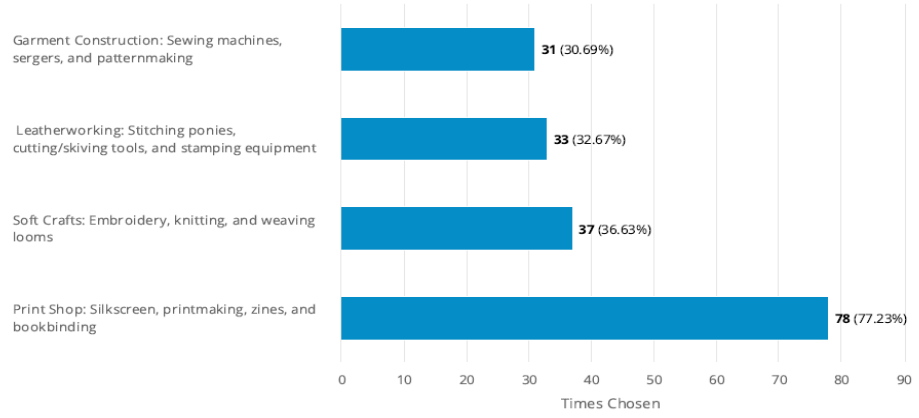
10. IF INTERESTED - f) What PROTOTYPING AND ELECTRONICS areas / activities would you want to explore or use?

Number of responses: 67



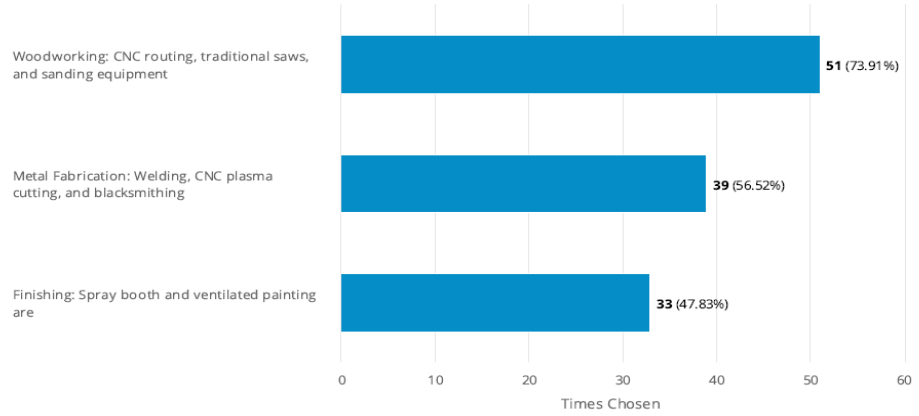
10. IF INTERESTED - g) What TEXTILES AND FIBER ARTS areas / activities would you want to explore or use?

Number of responses: 101



10. IF INTERESTED - h) What WOOD & METAL SHOP areas / activities would you want to explore or use?

Number of responses: 69



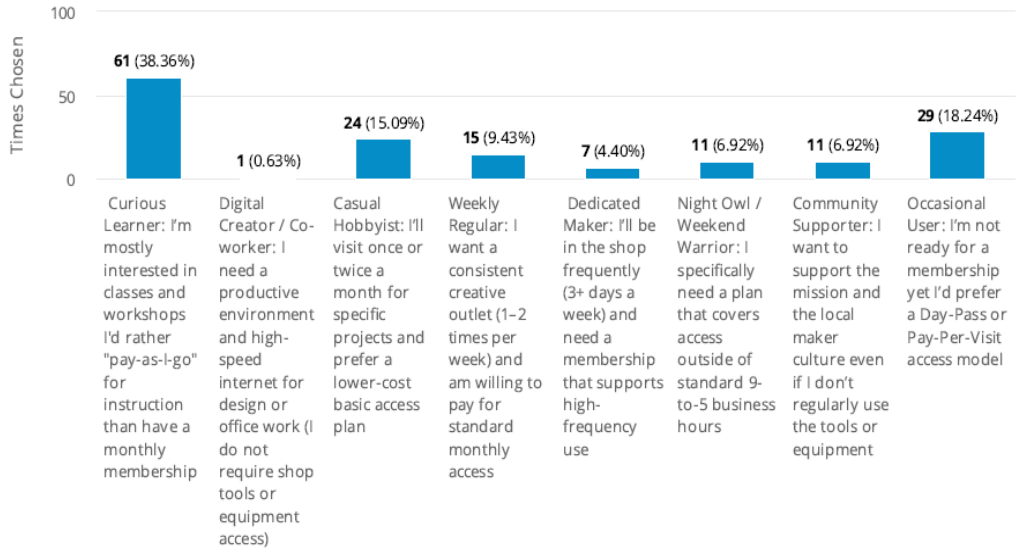
11. Is there any specific equipment, emergent technology or specialized tooling not listed above that you would like to see in the space?

- Keeping up with computer marketing
- Tools for canvas stretching and making
- Upholstery to go with wood working or sewing.
- Dying area for textiles access to utility sinks etc. and vacuum table for photo transfer to silkscreens
- Mat cutting, framing, professional scanning of artwork
- Metal casting
- Kiln, welding space
- 3D projection mapping

- Milling machine and/or lathe
- Drafting table
- As a sculptor of steel looking to create larger works suitable as public art: gantry cranes, power hammers,
- Metal sheet rollers…
- Metal bending, polishing tools
- CNC
- Printing and framing photography. Printing on canvas and other media types
- Metal shaping tools and patinas
- Would love to see spaces equipped and large enough to work on automotive projects as well, including lifts, air & other automotive specialized tools, etc.
- Sand blasting, kilns and steamers for bending and drying wood, water jet cutters, edm, simple injection molding, resin work, powder coating, vacuum forming, metal lathe, metal cutting band saw
- AI as a design tool?
- Art rotating on TV or digital screens for public viewing in public spaces.
- Projectors for large project transfers
- ceramic throwing wheels, drying cabinets, kilns, etc for ceramic production
- I am unfamiliar with Makerspace and need more info. Interested in the êne arts. Possibly framing art.
- Mosaic, glass and ceramic
- Risograph
- Eco Printing!
- 3d scanner, Vacuum chambers and pressure pots for mold making and casting
- Large printers
- Cobblers shop
- I once had access to a community space with die cut / circuit machines and cardstock that was very popular and appreciated/used by teachers. That could be a positive addition.
- China painting teachers, kilns,
- AI for creative photography

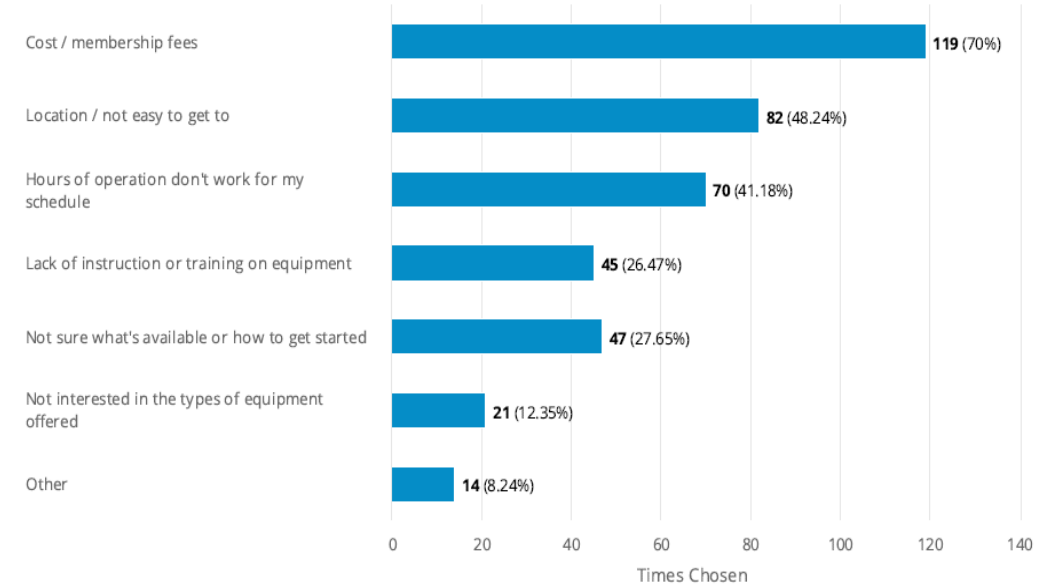
12. How do you envision participating in the Makerspace community? (Our goal is to create a sustainable model with various access / pricing tiers. Please select the option that best describes how you see yourself using the space)

Number of responses: 159



13. What would prevent you from using a public makerspace?

Number of responses: 170

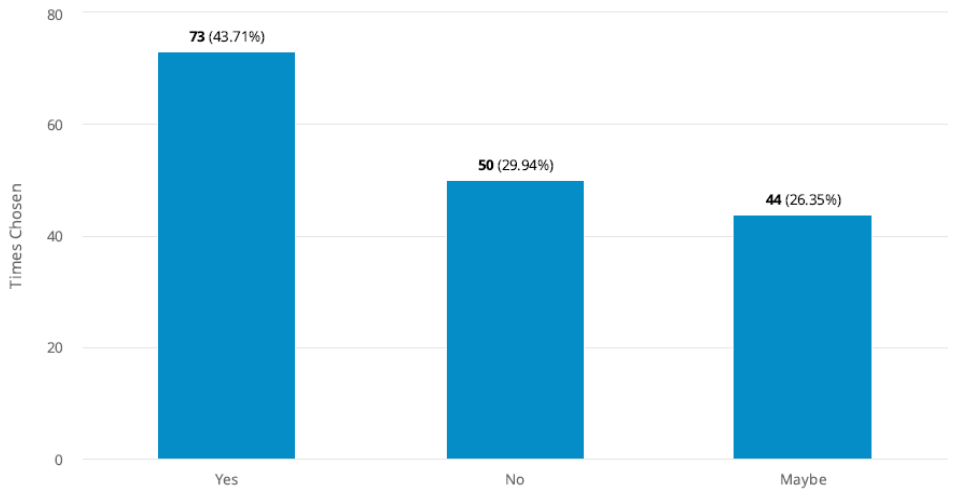


"Other" text answers:

- If the community vibe wasn't inspiring - personality
- Space allocation
- Mostly interested in a private or shared studio
- I have a very good facility accessible to me. My annual dues cover my expenses.
- Discomfort in crowds
- Low capacity or overuse of equipment (unable to schedule usage when needed or unreasonable restrictions on duration of use)
- I have a studio in my home, but I would like to connect with other artists.
- I live about 30 min away. I need something w/in about 15 min for 'studio' space or regular work. I may be interested in sharing a space.
- It’s for a side project, so my full time art practice may not allow time. Too busy making artwork
- Rehearsals and Concerts are in the late evening
- An air of exclusivity. I have been looked-down-upon by local (most established) artists for being younger and less-connected.
- Opportunities to show and/or sell the artwork created. Providing places and ways to create is great but you must also provide "affordable" opportunities to show and sell. The booth fees are way too high for artists to set-up and then not even bring in enough to cover booth fees. You are pricing to make a profit for the City but not pricing for artist to have an opportunity to be able to make a profit.

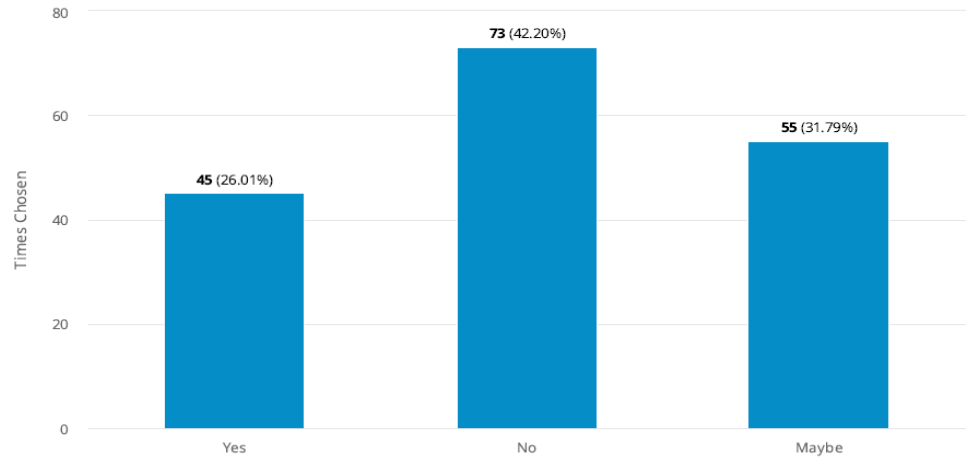
14. a) Would you be interested in attending hands-on making or fabrication classes (e.g. 3D printing, laser cutting, sewing, electronics?)

Number of responses: 167



14. b) Would you be interested in teaching or leading workshops at a Georgetown Makerspace?

Number of responses: 173



14. c) If yes, what would you be willing to teach?

- Introductory relief printmaking
- Figure drawing
- Felting, weaving, spinning yarn, and maybe abstract fibers creation.
- Clay Sculpture
- Drawing or Painting
- Acrylic Painting ....Beginning to advanced

- Acrylics, collage, furniture upcycling,
- Abstract painting
- candle making - canvas stretching- gestural abstract maximalism painting-
- Painting
- I am a fine artist / painter - mostly in acrylic gouache. My background is in figure drawing (20+ years),
- watercolors, oils, murals / theater sets, photography, and some wood working.
- Fiber Art, Collage and Quilting classes
- Visual arts, drawing, painting
- Watercolor
- Metal smithing in copper, KeumBoo on Argentium
- Visual Arts with multi-media abstract mark making
- Jewelry making
- digital audio production and live sound
- Intro CAD and 3D Printing
- Oil painting, landscapes or still lives would be fun

14. c) If yes, what would you be willing to teach?

- AutoCad and/or revit
- Sewing and garment construction
- Intro to metal smithing
- Calligraphic Art
- Ceramics
- Urban sketching
- I have done many studies of architecture and landscapes in Europe. I think I could run a decent drawing from
- life class, and how drawing from life can build a creative repertoire. Gestural drawing is another skill I think
- could be widely appreciated by a diverse audience.
- Fiber art
- Oil and cold wax, color theory workshop
- TBD based on what's needed, how it aligns with my skills, and if there's anyone more qualified
- Hardedge painting technique
- It would be cool if our small musical ensembles could put on small gigs or performances in a space like this.

- 3d design and printing (fdm and sls), cnc metal work, routing and engraving, arduino programming, gcode,
- photography, screen printing
- Watercolor
- Photography
- Photography
- Ceramics and fiber arts
- Drawing, Figure drawing, Portraiture, Oil Painting, Acrylic painting
- Principles of oil painting
- Mosaics
- Beginner Mosaic
- Fused glass and metal
- Mentor less experienced artists
- Pastels
- Mosaics - Glass, ceramic, beads, metal
- Painting, mixed media, graphic design
-

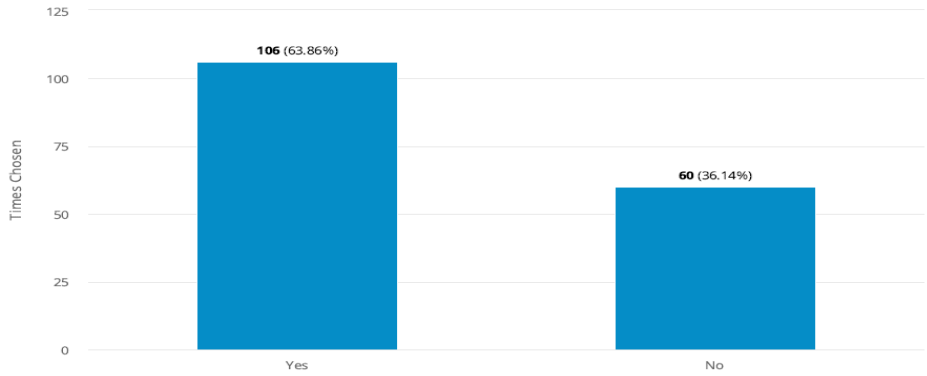
14. c) If yes, what would you be willing to teach?

- I'm vice chair of Texas Cartoonists - National Cartoonists Society Lone Star Chapter and a founding member
- of Fun Art Collective
- Drawing, Painting, Illustration
- Watercolor, Hand Lettering, Graphic Design
- Junk journaling, stitchery
- Jewelry, drawing, live model drawings. Experimental mark- making.
- Different drawing media and painting - I provide models and still life.
- Fine Art (acrylics)
- Whatever you'd like!
- Multi-media painting
- Public Art Project Management, Painting resources, Creative an Art Studio and how to manage it,
- Contemporary Realism Painting
- simple printmaking - block or linocut, maybe oil painting
- Pastels. Abstract art.
- Watercolor paintings
- Garment sewing. How to use a sewing machine

- Printmaking
- Creative Writing
- AutoCAD / Drafting, SketchUp Modeling
- Graphic design foundations, digital illustration
- Pastels , portraits
- Photography
- Nature Journaling
- epoxy resin pouring
- Painting & drawing: From Life, From imagination, Master Copies
- Sculpting, 3d scanning
- Zbrush 3D sculpting software, 3D resin printing, moldmaking, jewelry casting using a centrifugal casting
- machine, lost wax bronze casting.
- Content Creation
- China painting
- Painting, drawing
- drawing , Figure drawing, portrait painting and drawing
- iPhone photography

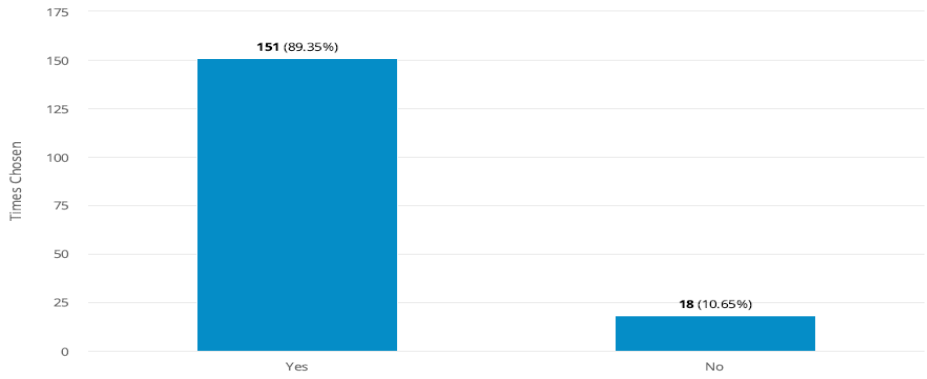
15. Would you be interested in producing your creative work in a studio or art incubator space with public viewing where you can demonstrate your craft and sell your work?

Number of responses: 166



16. Do you think a makerspace, studio or arts incubator space should also provide space to exhibit and sell what you make?

Number of responses: 169



Are there any other comments you would like to add?

- A space like this would be amazing! I would love to see it come to life!
- I think this sounds like a great idea for the general community, for the arts and culture, for local artists, and for young people in the area.
- I do believe that need to be done more for ART, in such a growing place like Georgetown. Thank you.
- There are many creative artists in Georgetown but not enough marketing strategies to make their work known equally with Hought bleeding them financially
- This is an important step forward. Realistically, "Williamson County" still brings to mind a repressive, backwards attitude. While it has grown over the years, there is still some residual baggage there. Additional support of the arts would go a long way in helping shed that old stigma

- Building the culture of the space is just as important as the tools and disciplines
- I wish there were more galleries in the area and I would like the level of artistry to rise to a professional level, i.e. Santa Fe
- Limit use and exhibitions (and participation) to "locals" and "members"
- Could be a dedicated maker depending on space , equipment, location etc.
- Great survey, good questions
- Thankful for the thoughtfulness of the staff & the questions. For clarity, I'm mostly interested in space to continue painting canvas collections on a regular, full time basis. Here's more about me if helpful: artforhealingofficial.com
- Excellent ideas, possible points of collaboration with current SU offerings
- I think that a partnership with Southwestern University would offer great beneficial opportunities to the city and the school.
- Kudos to the city of Georgetown for supporting the Arts and considering additional ways to support artistic activities.
- I would like classes and mentorship on how to sell my art.
- Pleased to see the exploration for the expansion of artist facilities in Georgetown.
- I would be curious if the art centre has connections to events such as the Christmas stroll or poppy fest, and how I, as a recent local graduate could get involved with such events.
- Thank you for considering a makers space.
- Unsure about teaching a class. I am a retired art teacher and I currently teach adults over 55.
- This survey seems to be heavily slanted towards a Makerspace which is very cool but there are tremendous needs in other areas for the performing arts and for organizations that are too small to own or rent their own office & meeting spaces.
- Seems like you have already decided on "makerspace" so why imply there's another option? I need a place for quiet focus. None of these options seem to address that. I am more interested in publicly accessible display and sales spaces for independent artists and crafters. I would rather pay the city for that kind of space than a noisy workspace with programs and classes that interrupt and impede my workflow
- I am not local. I think it is a great idea to build your community with a maker space.
- I believe your Makerspace concept, however it comes to pass, will be a great asset for your community. My distance from Georgetown is all that prevents my active interest.
- My art practice would not particularly benefit from a one-size-fits-all, multiuser, multi-purpose facility.
- THANK YOU for this very thoughtful and complete survey!!! So great to see and be part of what Georgetown is envisioning!

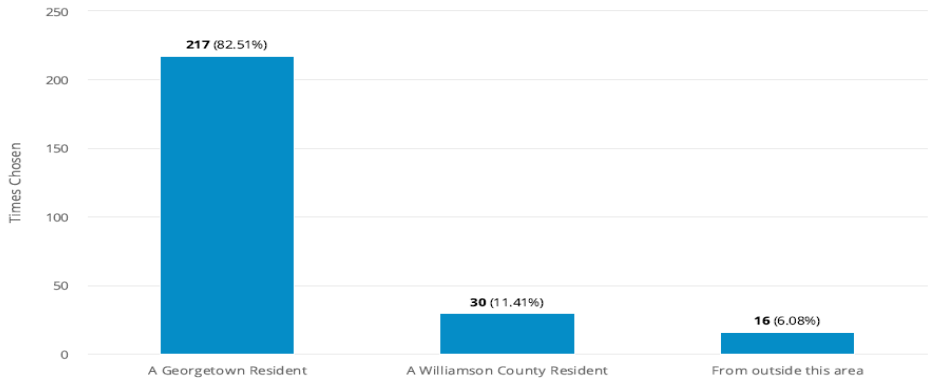
- This sounds really great, and I am very impressed GT is pursuing this initiative
- Kevin Middleton FunGraphix.com
- This all sounds really cool. I'm excited to see what comes of this survey. Please just remember that a lot of
- Artists don't have funding, so many might not be able to pay into a high cost membership. It would be cool to do a short residence with those who don't the income to rent a space.
- Thank you for looking into this!
- Love what you guys do and appreciate an opportunity to share ideas!
- Great ideas! We need more art support
- This looks very interesting. I assume that the facility would have insurance for artists to work and possibly store work for sales.
- I think this is a fantastic idea and would be a great resource to Georgetown Creatives!
- I love the idea of having more artist workspaces in Georgetown that can provide lessons as well as a place for artists to meet and network. I'm excited at the idea of having more involvement with Georgetown Arts and Culture overall!
- I don't know enough about makerspace to answer Question 16. If this is a high tech only business model, than the answer is no. If this is a space to foster and grow the creative arts in general, both high tech and old school techniques, the answer is yes.
- I can teach sewing, but I would like to take an oil portrait painting course.
- All great ideas to support a creative life.
- I have a home studio, but would like to watch other artists create and learn
- I'm excited for the opportunities a space like this will bring to the community!
- There is a need for a gallery for local artists to show their work . There are a lot of really fine artists in this area that are passed over for “big names” . Not sure how this could work but gallery space that is available is so limited locally. The Georgetown library does a good job but is overwhelmed by the demand for their space!
- Enjoyed this survey
- I love the idea of makerspace!
- Love the idea!!
- Georgetown needs an art museum. The old council chambers building was the most ideal place for an art
- museum, which many artists endorsed and worked toward, including myself. It was an opportunity to bring
- Georgetown's standing as an arts destination to the forefront, but a lack of vision prevented that from
- happening. Sorry to be so blunt.

- Thank you for the opportunity to share my opinion.
- Please recognize that not all artists are comfortable being put on display while creating...for some artist the distraction restricts the creativity. Your approach is simply saying to artists we want to demo or market your abilities if it will benefit for us to market our facility. If you are trying to help artists focus on truly providing an outlet for creating and showing/selling. I know an excellent artist that does his work at his space but he's so frustrated with painting and not having opportunities to show/sell his art pieces. So since he does not have opportunities for those outlets, he feels that he needs to stop painting. Older people need opportunity to show their work just as much as young people...don't just write them off. Having the outlet of creating art gives them hope and joy...not having opportunity to show/sell gives them the feeling of "why bother".
- Please give consideration from that perspective too.
- Need marketing and PR promotions for sales
- It would be nice to see more signage in front for visitors to see and be welcomed into the center. It's difficult to know there’s an art center there. I noticed at the Poppy fest that there was no sign out and no one going in to see the art.
- It would be wonderful to have some of these new facilities and activities available in Georgetown!

Appendix B - Community Survey

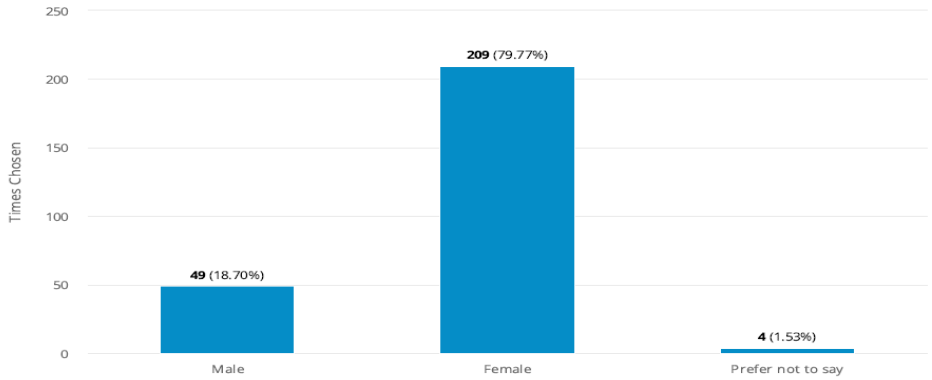
Are you:

Number of responses: 263



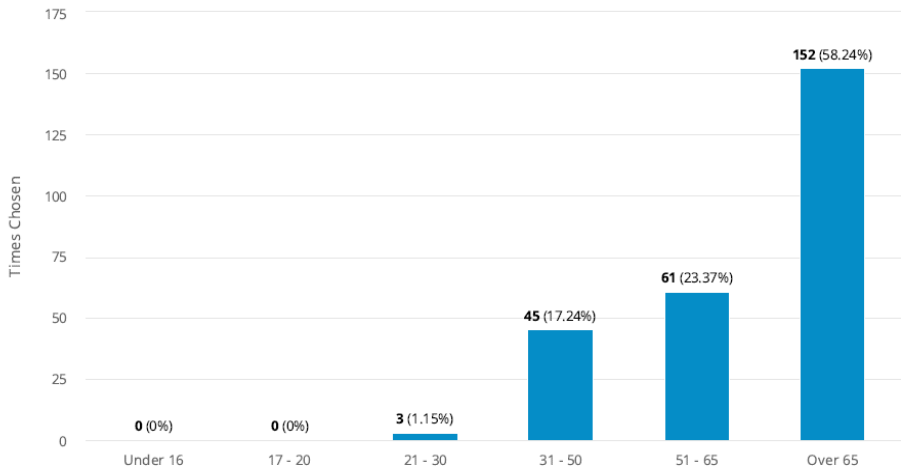
Gender:

Number of responses: 262



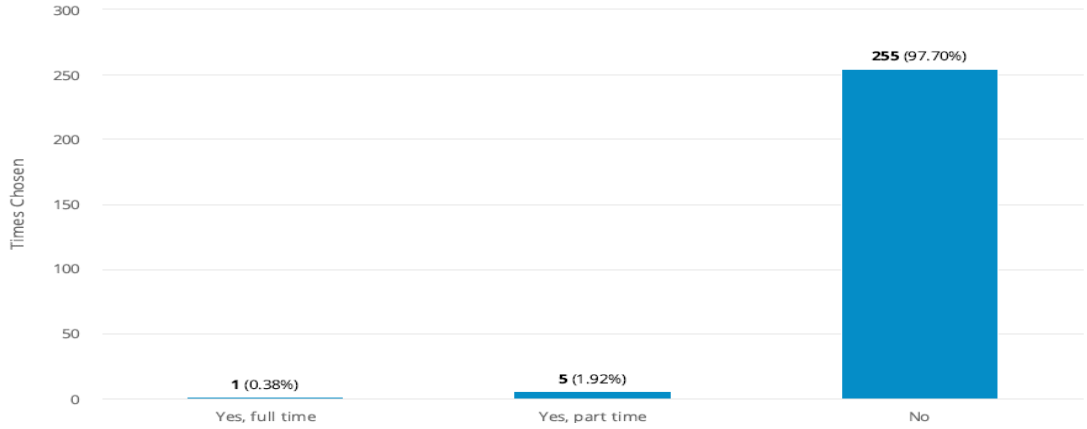
What is your age?

Number of responses: 261



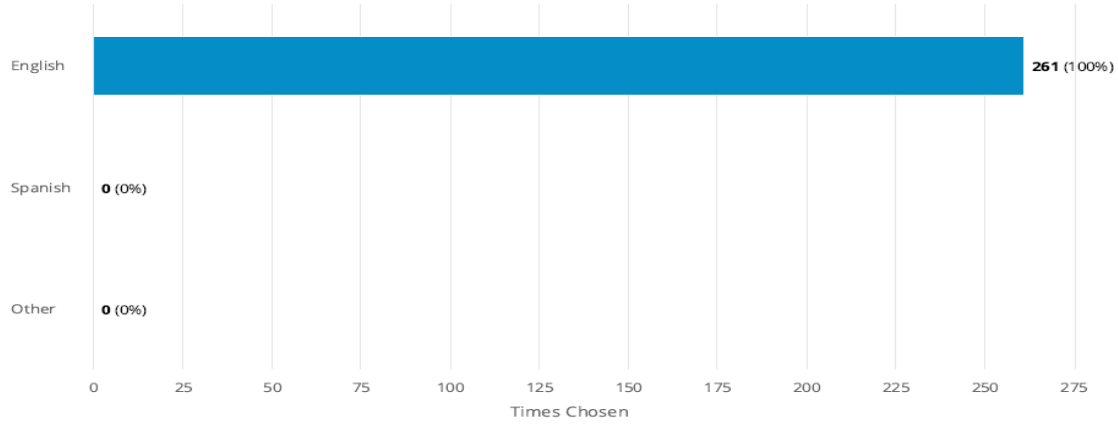
Are you currently a student?

Number of responses: 261



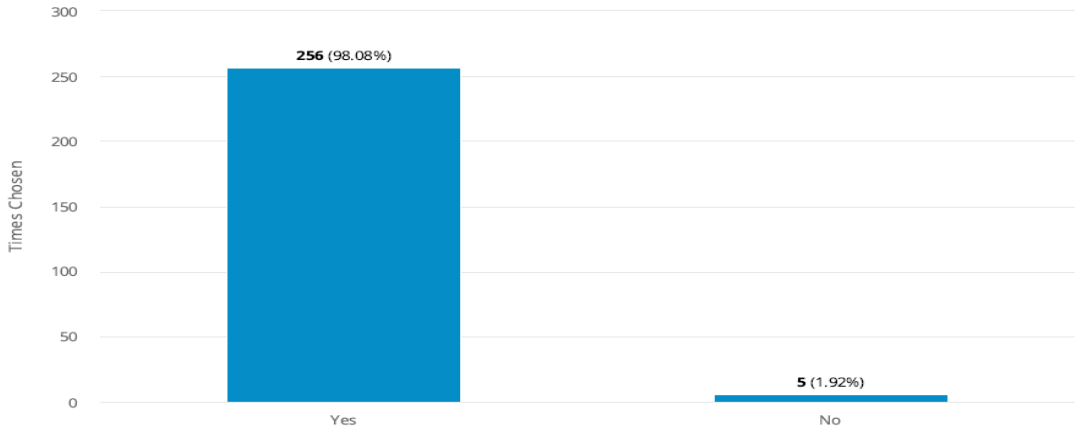
Primary Language Spoken

Number of responses: 261



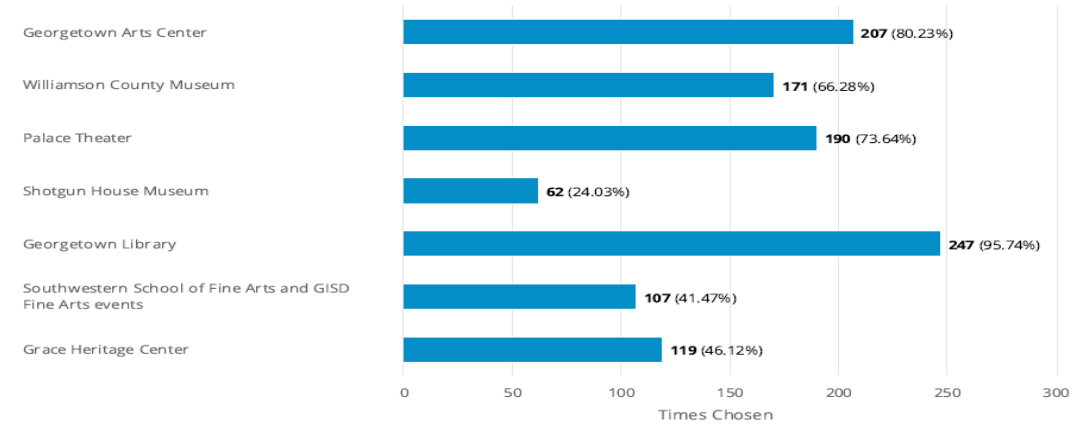
1. a) Do you enjoy attending arts and cultural events and activities?

Number of responses: 261



2. a) Have you visited any of the following cultural facilities in Georgetown?

Number of responses: 258



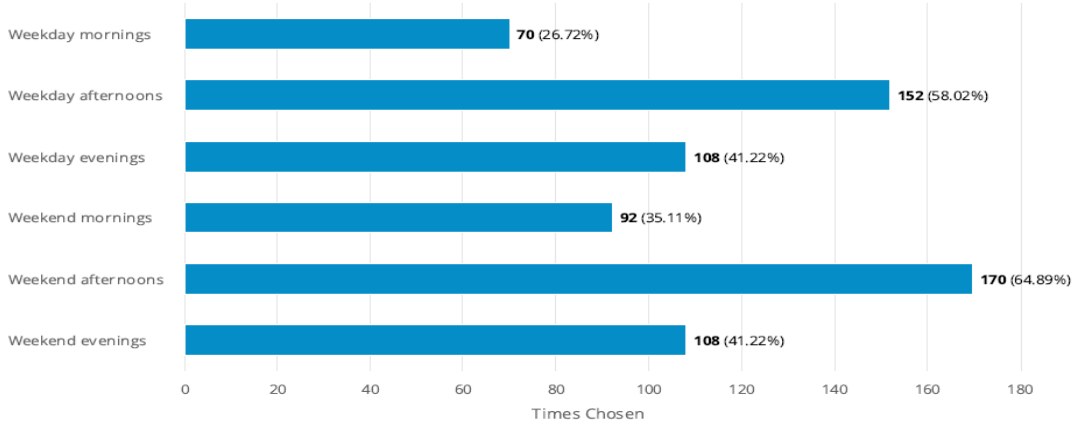
2. b) Are there other arts and culture centers or facilities you like to visit?

- Southwestern University
- Library & Art Center
- Bullock Museum. Traveling Exhibits.
- The Bullock Museum, The Blanton. Most art galleries and museums, art festivals.
- Those in Austin
- I love the different the murals on buildings and on utility boxes
- Up in the metroplex
- Sculptures around the city.
- Several in Austin proper
- Wilco Art Guild
- Sun City art venues
- Art galleries, Art Museums in other cities
- Yes, all over the nation.
- City hall, outdoor statues around the square
- Court Houses
- Museums in Austin
- The downtown walking tours are nice.
- Philharmonic Orchestra at the Klett performance auditorium
- Any arts studios or shops in town
- Strolling street art
- The Klett
- Airport
- WCAG
- Street festivals, art walks, crafts fairs
- I enjoy the outdoor art around Georgetown
- BACA Center
- The music on the square, open air art/sculptures, anything
- Williamson County Art Guild, The Vera Gallery
- Blanton
- Some art galleries
- Theaters in Austin
- I like the interactive exhibits that come through Austin
- Art Guild
- Yes Williamson County Art Guild
- Klett Performance Hall in High School
- Wilco Art Center on Rock St
- Blanton, Bass Theatre, The Contemporary/Laguna Gloria, Canopy (Big Medium now defunct),
- Williamson County Art Guild
- Yes in Sun City ... Williamson co. art exhibits
- Multiple galleries around Georgetown
- Williamson County Art Guild

- Klett for Central Texas Philharmonic concerts
- All of the above
- New to area.
- Round Rock Art center
- None I can think of in Georgetown
- Any I can make time for but I also enjoy art strolls and markets day that feature local makers/artists -live
- Music is also high on our list.
- Round Rock Library and Arts Center
- Lady Bird Park / Gardens
- I go to Austin for others
- The galleries, the theatres, the historical places, festivals. live music!
- Long Center, UT
- I love history walks
- Gallery off the Square
- Williamson County Arts Guild
- Bass Concert Hall and various museums in Austin
- Local galleries
- Rock Street Gallery, Framers Gallery
- Wilco Art Guild
- Antique shops, flea market type events/sales, pop-up yoga or art/photo classes (one near the nature trail
- would be great, and pop-up artist features
- First Baptist, Other Baptist Church, Klett PAC, Outdoor Parks
- Yes, I enjoy attending events put on by Georgetown ISD!
- Blanton museum of art
- Galleries/studios such as Canopy and ArtHub

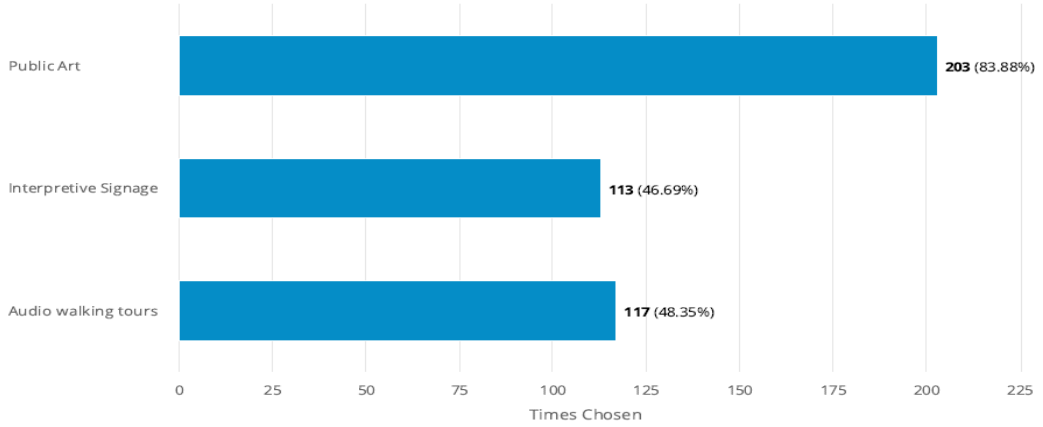
3. What time of day would you be most likely to attend arts or maker programming?

Number of responses: 262



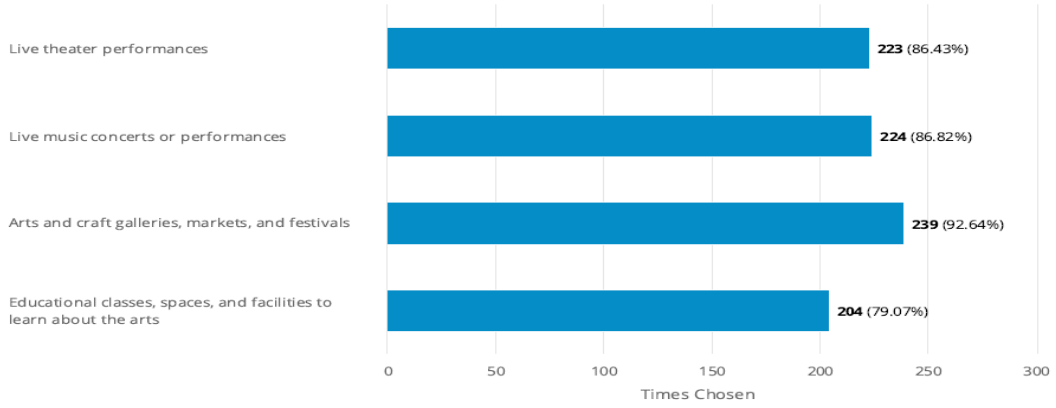
4. Should we expand opportunities to showcase Georgetown's history and cultural heritage through any of the following?

Number of responses: 242



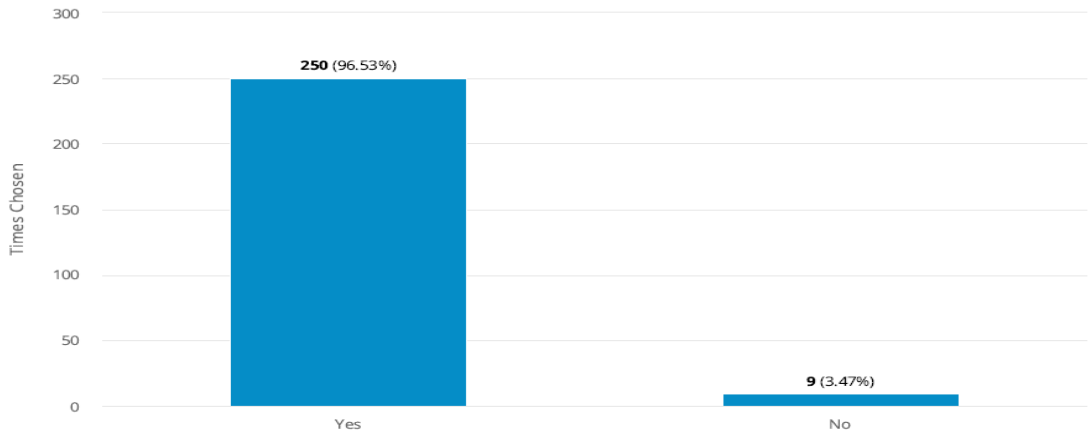
5. Is it important to have the following events and activities in Georgetown?

Number of responses: 258



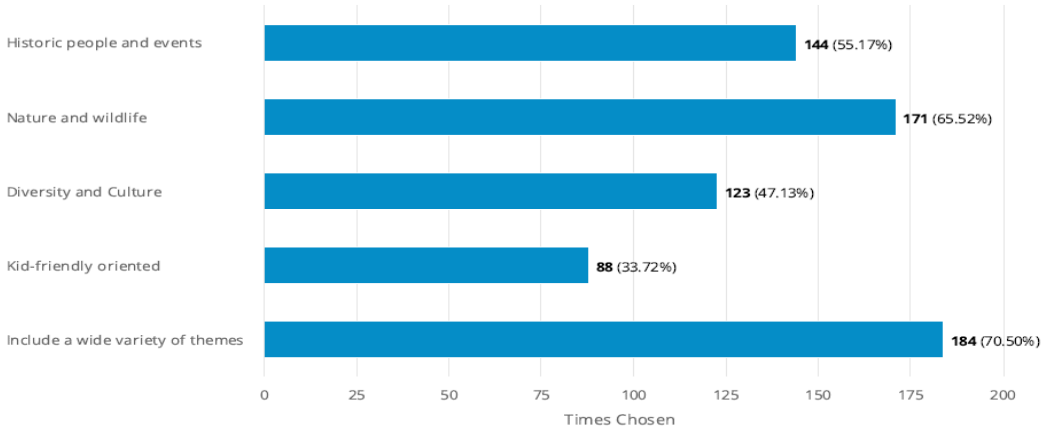
6. Do you enjoy the public art in Georgetown?

Number of responses: 259



7. What themes do you want to see represented in the City's public art?

Number of responses: 261



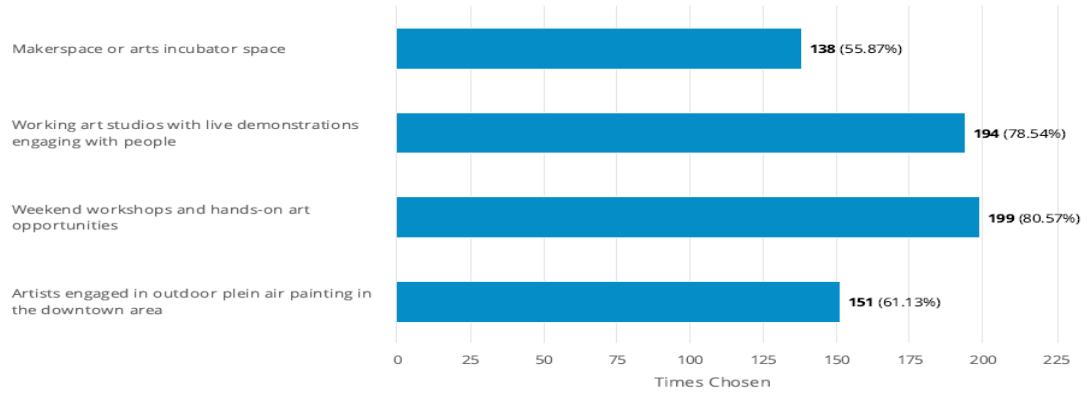
8. Please rank the following locations where you would like to see public art in Georgetown: (1 = most preferred, 5 = least preferred)

Number of responses: 254

Rank	Choice	Distribution	Score	Times Ranked
1.	Downtown		1000	241
2.	Along major streets		689	234
3.	In public buildings		650	239
4.	In parks		640	231
5.	Along trails		434	228
		Lowest Highest		

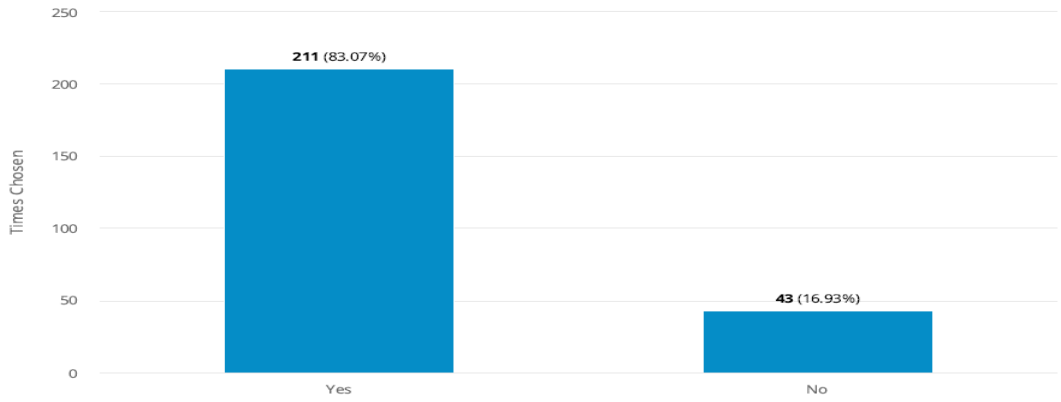
9. Should Georgetown offer any of the following arts and culture events and activities:

Number of responses: 247



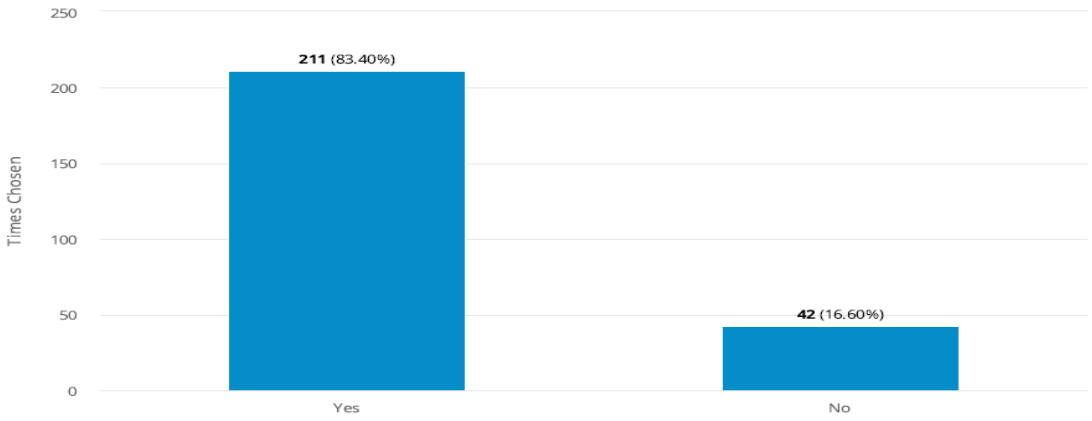
10. Should Georgetown encourage and provide incentives to attract more artist studios, galleries and creative businesses in the downtown area?

Number of responses: 254



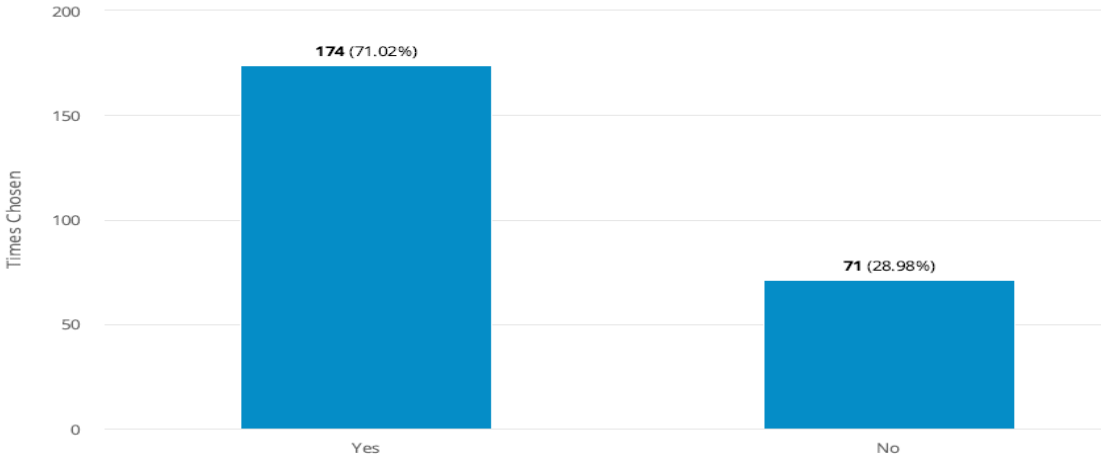
11. Should Georgetown introduce more studio tours and arts circuit trails to attract new artists and creative entrepreneurs and enhance the city's reputation as an arts destination?

Number of responses: 253



12. Does Georgetown need a performance venue?

Number of responses: 245



Are there any other comments you would like to add?

- I'd love to see more living and interactive art like interactive dance performances utilizing props/streamers where the crowd is able to join in.
- I wish many of the "yes/no" questions on here had varied options instead. I could not say "no" on most of
- them, but would have liked a "neutral" or "somewhat agree" option.
- SW University has some excellent performances - probably more promotion when they are occurring
- Keep maintaining current efforts and always expanding. Art is the heartbeat of any city. Georgetown does great job!
- Opportunity for non-professionals to learn and grow
- More art in parks and on trails please, seems all crowded into downtown
- This is NOT the city government's job. If people want art, let them fund it privately. Focus on our streets, bridges (HAH HAH!), traffic, water, and safety. Keep our cost of living low. And get out of our way.

- When these events are scheduled, it's really helpful if you provide suggestions on parking locations. thank you for all you do!
- I’m not sure that we need a new performance venue, but I'm grateful for the ones we have and don't want to lose any of them.
- For a city of 100,000, there would be huge benefits to a Fine Arts Complex with large capacity and small capacity theatres that could be used for music concerts of all types, musical theatre and theatre performances. Perhaps located where the current jail is? Since the jail is moving to Inner Loop
- My property taxes are already too high.
- We seem to already have several performance venues
- Start artist in residence. Bring back outdoor art fairs in the park.
- Please find ways to support local artist and help them connect to audiences
- More classes
- Stop turning Georgetown into Austin. Georgetown is a classy town filled with well-educated people and families, not bar scenes, crime and graffiti on everything and you call it murals. I pay high property taxes and you're wasting it on murals?! Reduce our taxes. Keep Georgetown clean, beautiful with the original architecture designs and stop putting paint on everything and calling it art. We moved to Georgetown for the beauty of the lake, river, parks and buildings but the City is destroying Georgetown's beauty and catering to one specific group.
- I think there is too much city focus on this topic. I think the city should use the resources we have to keep our water and electricity rates low, keep our police, fire department, and EMS services to be the best in the state. Also, educate and inform the citizens of the history of Georgetown and the architecture. The arts only include a select group of our community and does not represent everyone. I do like the arts but I don't think the city should use our resources to only this select group. I do not like that there are many walls on buildings that have graffiti, which you are referencing as art. It is not art for everyone.
- We need an outdoor theater for live theater shows under the stars!
- Accessible art classes are a MUST. These are in high demand at the Library and constantly get filled.
- Accessible means cost and barriers to entry (such as timing). The Cordovan classes at the art center are great, but exclude a wide swath of the local population due to cost. Entry level classes that are reduced in cost are of an exceedingly high demand.
- Anything and everything Georgetown can do to encourage a vibrant arts and culture scene will enrich the lives of both residents and visitors and thus support local businesses and commerce
- We love seeing the sculptured and murals down town.
- I would like to see a larger museum building that has rotating exhibits and art related events with indoor and outdoor community areas that could also be a location for outdoor arts and events where there is plenty of parking. Events downtown are so challenging with parking and shuttle.
- Very disappointed in the photography festival downtown. Like the idea of having the photographers in different stores. Did not like the limited space they had and being able to only show a limited amount of their work. We felt crowed out and not worth the effort just to see a few pictures
- I wish there was more concern to include senior citizens with mobility issues.
- I have no opinion on questions10-12. However I would like the spring outdoor park art fair (all media) to return, with artists applying, setting up booths and perhaps judging. I attended them years ago. They were delightful.
- Add American history and Texas history. Contact these Texas & America historians for ideas and info. They are located in N. Texas. No they are NOT associated with Border walls. Checkout their 'About' page. https://wallbuilders.com/

- Go all in on the arts! It enriches our community, our lives, attrac5s more bus8ness, is good for our economy and helps provide more jobs and opportunities for our future generations to learn and grow and develop more talent.
- In addition to art studios, public art, music venues, theatre we sorely need dance arts studio class spaces and performance venues.
- I want to add that I enjoy public art downtown. I just don't care for some of the art that is downtown right now. In regards to the question about incentives, I would not agree with financial incentives, but I might agree with other incentives.
- I really enjoy the public art in Georgetown. Keep up the good work.
- Georgetown should provide more gallery space, in addition to public library, to showcase the work of local artists and photographers
- Artwork at the Public Airport
- Honor Dr. Ellsworth Petersen and his wife Sue
- I'm not sure what I think about the last 2 questions. Downtown is pretty crowded already.
- You are doing a great job of curating shows for the art center. Keep up the standards.
- As mobility scooter users and creators of Life with Evie & Esko, we encourage Georgetown to continue prioritizing accessibility in arts, culture, festivals, public spaces, and community events. Accessibility is not only about ADA compliance — it is about creating experiences where people with mobility challenges can comfortably participate, explore, and feel included in everyday community life. Clear pathways, accessible parking, shaded seating, accessible restrooms, thoughtful event layouts, and accurate accessibility information online all make a major difference. We would also love to see Georgetown continue expanding inclusive public art, community gathering spaces, and cultural events that are welcoming to people of all ages and mobility levels. Georgetown already offers many enjoyable experiences, and continued focus on real-world accessibility helps more people fully participate in the community. We believe accessibility should be considered from the beginning of planning, not added afterward as an afterthought.
- Would love a regular life drawing opportunity and fine art workshops
- I would love to get involved - I'm an illustrator/fine artist and my boyfriend is a professional saxophone player (he plays in several bands in the Austin area). We are both enthusiastic Georgetown residents. Please contact me if you're interested in working together! 215-714-6683
- I think Georgetown would benefit greatly from a Makerspace and Arts Incubator! I also believe greater engagement with Southwestern University and GISD would benefit the public. As for a Performance Venue I think we already have several that could potentially be leveraged for public performances. If the question is asking with regards to a very large 10,000 seat plus venue, I don't think we are there yet but maybe a larger outdoor amphitheater at Geary or San Gabriel Park would be nice.
- The arts are a vital part of a thriving community. It's also a balancing act. The arts are an economic driver, bringing in tourism and generating revenue for the area. But it is also important to create a culture in which the artists and creatives can thrive and be supported. These two concepts need to be balanced so that they can feed off of one another. Georgetown has made decent efforts through the years with the public art program, but there is an opportunity to really do better and become a beacon of arts and culture that supports both the economic necessity and the creative artists that provide the content.
- We need a good live music venue for concerts please! We love the Poppy Fest concerts! Clearly Georgetown can draw a crowd.
- thx for the input opportunity
- Arts is SO important for the vitality of the community. We enjoy all of the arts and culture offerings in Georgetown and Southwestern U. The Palace Theater is a treasure.

- Please don't Austin my Georgetown!
- Most of the art activities/events now seem to be during the week when people are working and cater to retired or wealthy people and it's frustrating. I'd like to bring my daughter to events but it's never when working people have free time. Especially library or kid events, 2-4pm during the week is useless for the majority.
- I enjoy the walking tours of the sculptures and murals. I would like to see these rotated and expanded.
- In my opinion, Georgetown needs to vote on building a Georgetown Arts and Performing Center; All of these things mentioned in this survey need a central home designed to bring people together and celebrate the arts, including performing arts. And include a parking garage
- Part of the allure of moving to Georgetown are the public spaces and trails. Public art, festivals, and concerts are a bonus.
- It would be great to see more art and maker events in Garey Park
- I don’t know that Georgetown needs more performance venues. Regarding studios downtown, rent subsidies should be considered.
- As an artist for over 40 years I would like to see more opportunities for solo exhibits of local artist's work
- The parking for major events is getting harder to find close to the square for retirees. Thank you for creating this survey.
- We have enjoyed all the various/variety art/music offerings in Georgetown. Because of the size of the Georgetown area, it is easy to attend numerous art related activities.
- As President of the Pflugerville Arts Council and Board member of the Central Texas Philharmonic, I would be very interested in communicating further and perhaps collaborating.
- There are many forms of art that I am not familiar with, and would like to learn more about. Often I don't know what I don't know until I see it in person, so having workshops and installations really help me learn.
- Thank you for your work.
- I find Georgetown's focus on the arts enriches my life.
- Look at Heartland Arts Gallery and Wild Rose Moon in Plymouth, IN, for ideas funded by businesses, grants, memberships.
- Art is a part of everyday life, clothes, buildings, patterns on the streets, lights, color, we see it and it makes us happy!
- I love all that Georgetown offers
- Public transportation is important.
- Community growth brings diversity which enhances our beautiful town. Make events available for low income and young families on a budget. Summer and Winter/ Spring Art/ Theatre experiences. Supplies paid by Georgetown. Use Library, San Gabriel Park, go into Apt Community rooms. Music, Art and Theater make our great City thrive. Plant the seeds early for ALL.
- Responses to # 9 - 12 would really depend on having more information before I would give “yes” as a definitive answer. In particular, it would depend on whether there is sufficient support from city taxpayers to fund some of these, especially a theater. The Temple (Texas) Cultural Arts Center is a pretty good model to use for Georgetown. See https://cacarts.org/
- Georgetown is a special place and art is a huge part of that
- Friendly events
- A District with artist spaces such as unused building, warehouse, oìce could be turned into studio rentals IF could be reasonably priced.
- Theaters and live music and art exhibits.
- Art is not a necessity that needs to be paid for with taxes. It should come from the private sector. (and I'm

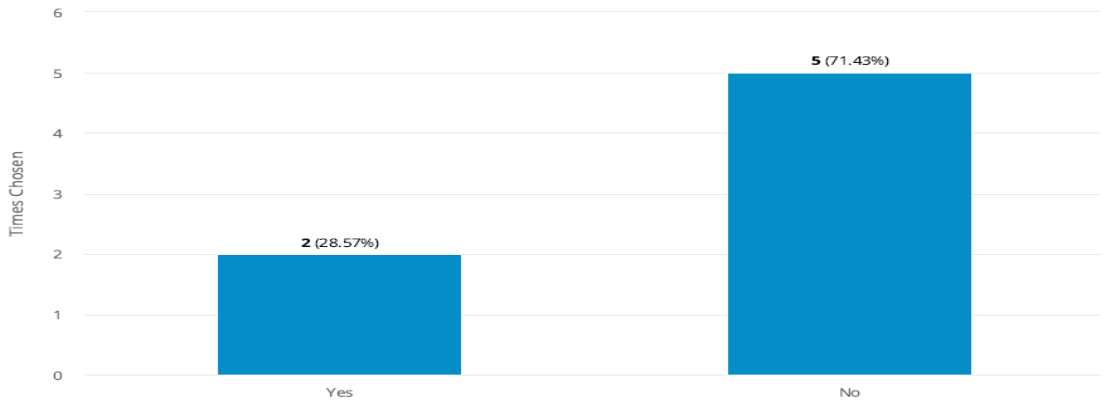
an artist) feature local artists

- Answered yes for performance venue — but I thought we had a few
- More gallery space would be great
- Arts Center needs to foster a welcoming and supportive environment for the artists working in the area.
- Educational or workshop facilities are not available.
- For question 12 - “Does Georgetown need a performance venue?” I would consider the Palace a performance venue; as well as the GISD Klett Center. If more are needed, perhaps part of the county courthouse could be re-developed as a performance venue.
- Studios please!!!
- Georgetown lacks public or private working studios in a variety of arts.
- Up the frequency and add a calendar of art events that happen weekly.
- More historical importance about the Chisholm trail and the Pickett trail … clean up the trails along the river and start promoting the lovely hiking trail along the river by blue hole ❤ …get kids & adults interested in nature
- Investigate the concept of an downloadable arts voucher for residents, rather than a large arts bureaucracy that hinders arts incubation.
- Low income Live work opportunities for Artist and creators
- As a long time musician, I'm probably coming off biased here. But I love the arts and would love to see even more opportunities for arts and culture in the Georgetown area. Thanks so much, James
- I am an artist and art collections advisor; I am in the process of putting together a street art complex and am interested in locating it in Georgetown. I can be contacted: Pat Taylor Fine Art and Advising, www.pattaylorêneart.net, pattaylorêneart@gmail.com, (5t12) 635-4911; I am a Professor Emeritus of Austin
- Community College and have taught many types of art in Texas schools, including University of Texas in San Antonio, St. Edward’s University, Austin Community College, Wabash College in Indiana.
- 1500 Seat Performance Venue
- More opportunities for theatre makers including playwriting workshops/groups, public script readings, and would LOVE to see the historic courthouse available for performances.
- Glad you are asking, communities evolve as people have for centuries! Let's stay fresh and look with new eyes on a very old town square!

Appendix C -Arts and Culture Organizations

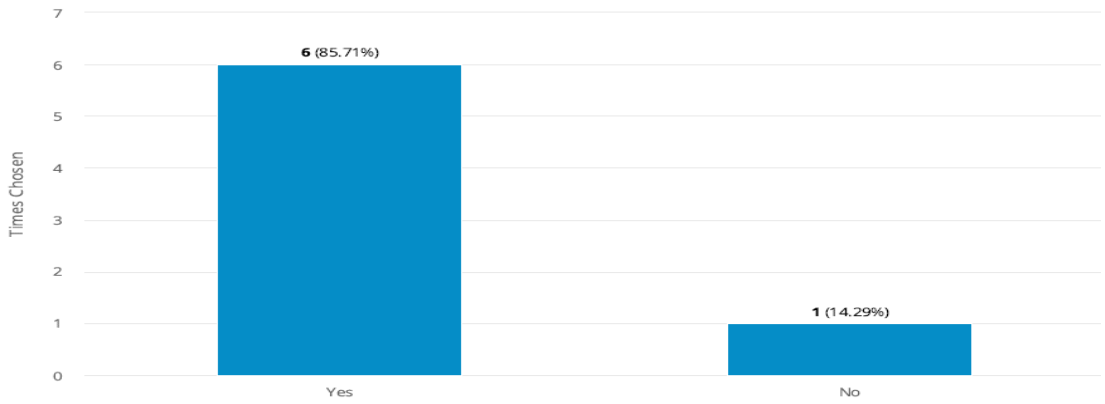
1. a) Have you ever applied for an Arts Grant from the City of Georgetown?

Number of responses: 7



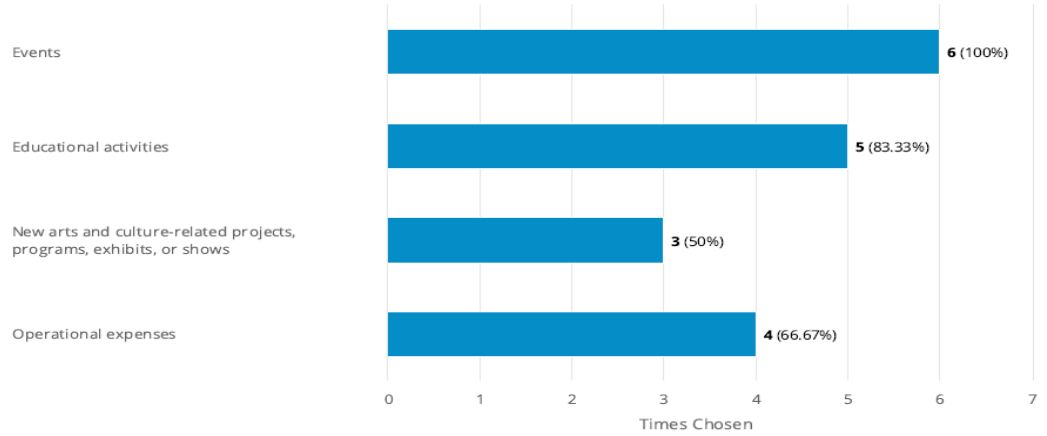
1. b) Are you interested in applying for a grant in the future?

Number of responses: 7



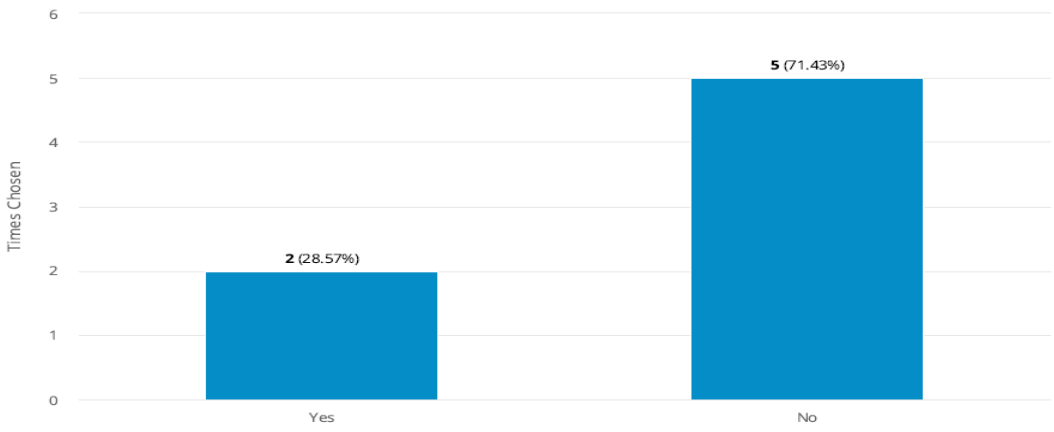
1. c) If yes, what would you seek funding for?

Number of responses: 6



2. a) Have there been any barriers that prevented you from applying for a City Arts grant in the past?

Number of responses: 7

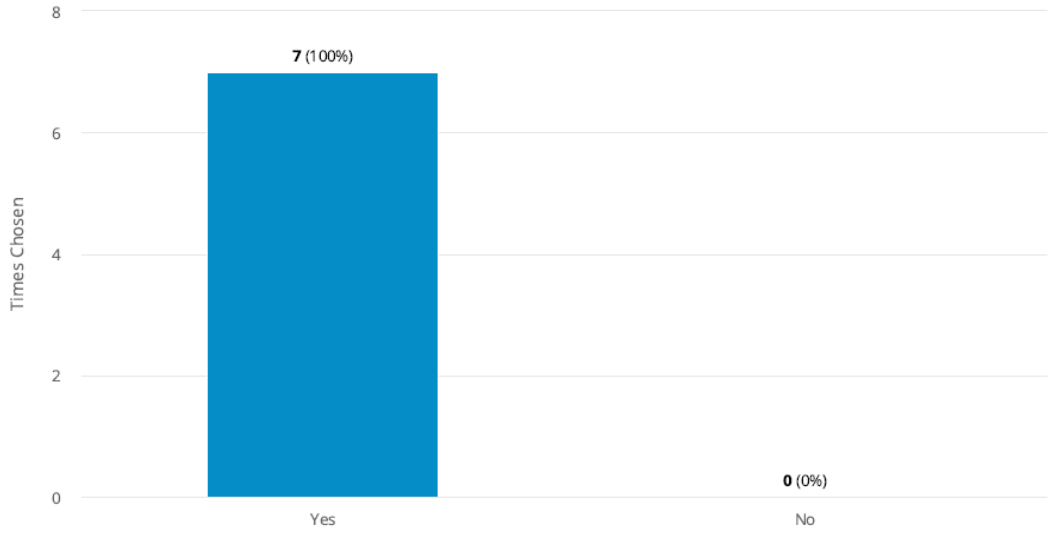


2. b) If yes, please describe:

- Communication and a collaborative partnership working together to be inclusive
- Didn't know about them!

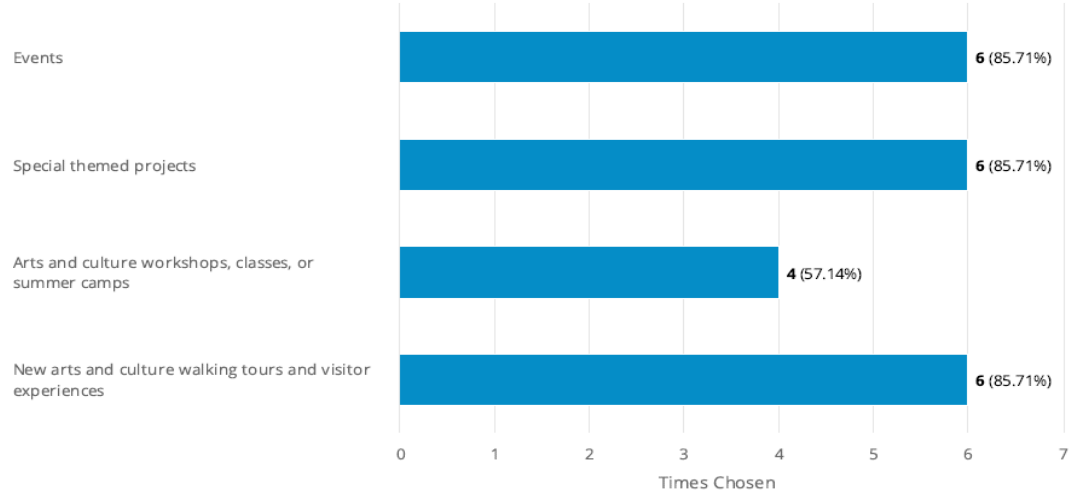
3. a) Would you like to collaborate with the City on future arts and culture projects?

Number of responses: 7



3. b) If yes, what types of projects would interest you?

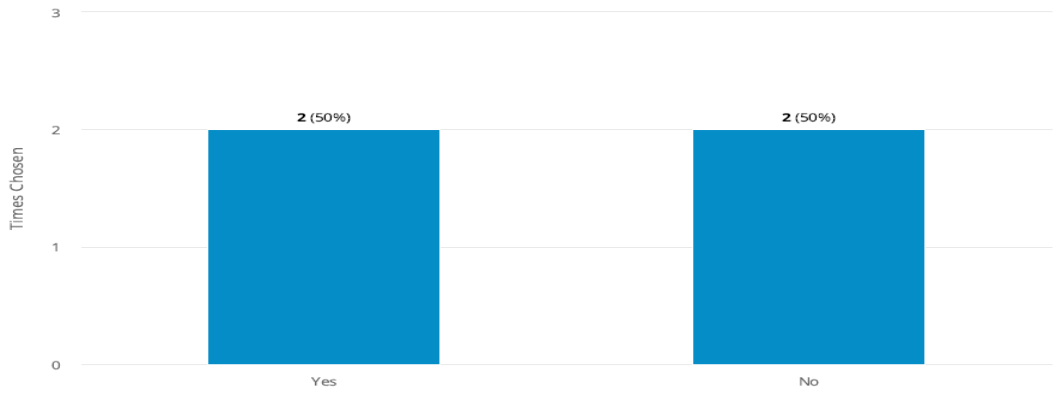
Number of responses: 7



Appendix D – Arts-Related Businesses

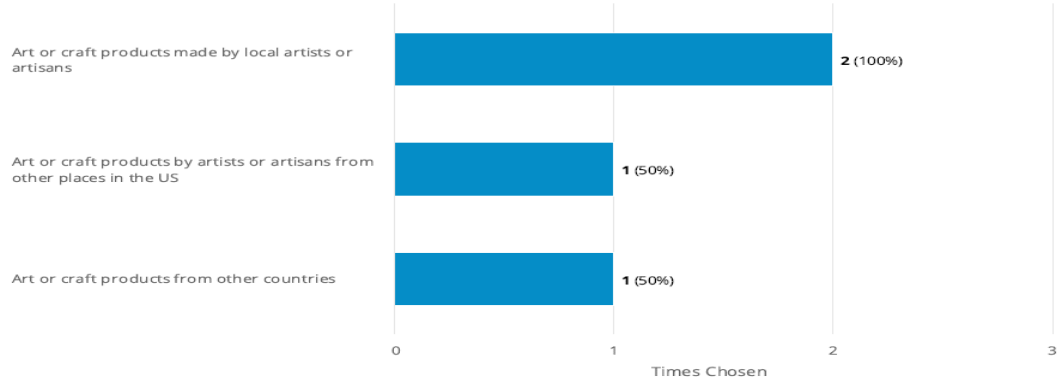
1. a) Do you currently sell arts, culture or heritage-related goods?

Number of responses: 4



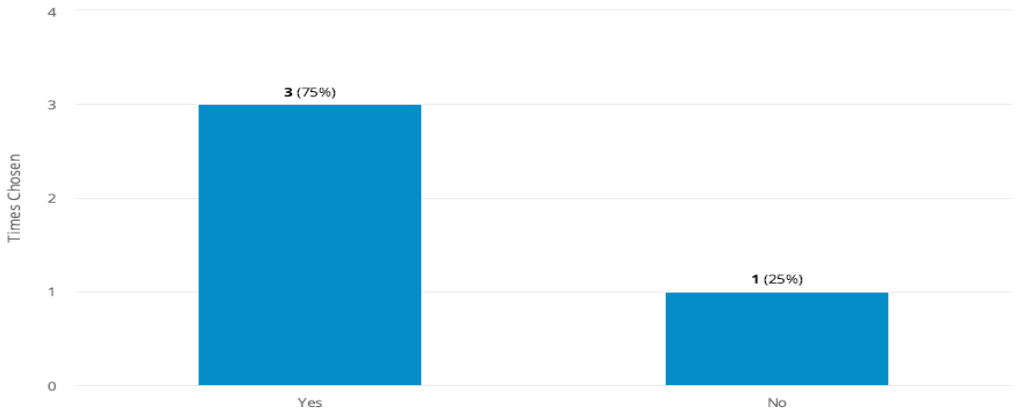
1. b) If yes, what type(s)?

Number of responses: 2



2. a) Would you like to carry more arts and craft products by local artists and artisans?

Number of responses: 4

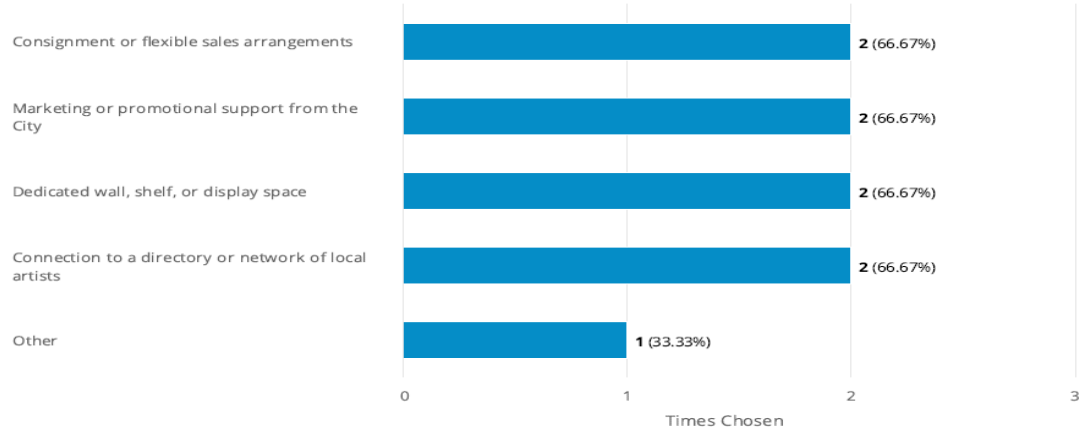


2. b) Comments:

- Attempt to create scanning archives and oral recordings for display is essential.

3. What would help you feature more local artists in your business?

Number of responses: 3

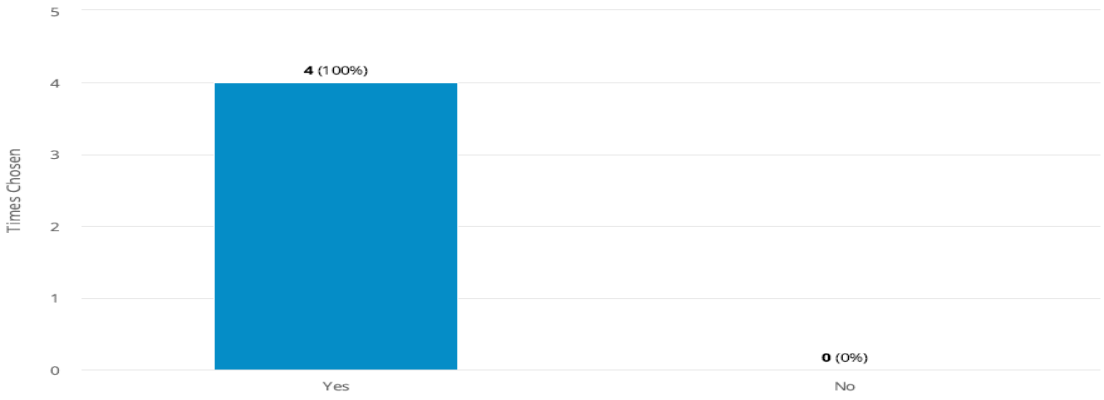


Other" text answers:

- Affordable spaces to set up where we can combine with the city's events and goals

4. a) Do you currently participate in the City's arts and culture events?

Number of responses: 4

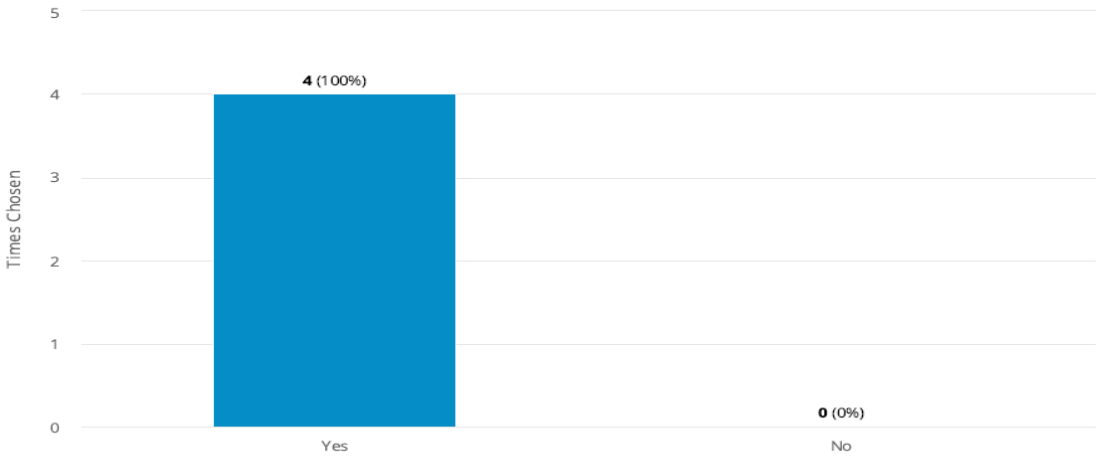


4. b) If yes, what events?

- The Art Stroll
- Fall and Spring Arts Strolls - performances at Heritage Square and soon at the new Water/Light Works
- Amphitheater.
- Art Strolls
- Spring and Fall Arts and Cultural Stroll

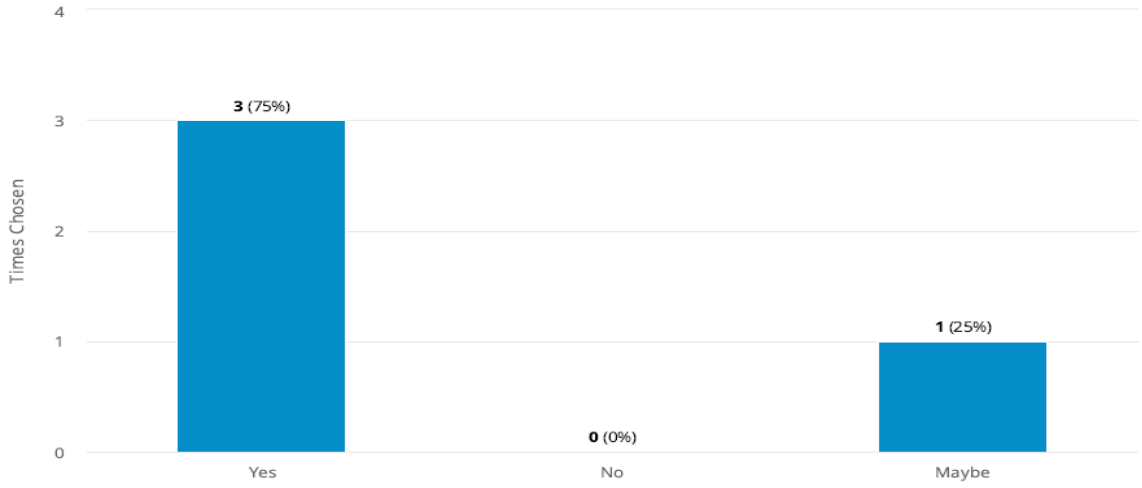
5. Would you like to be more involved in the City's arts and culture events?

Number of responses: 4



6. Would your business be interested in hosting pop-up maker or artist demonstrations?

Number of responses: 4

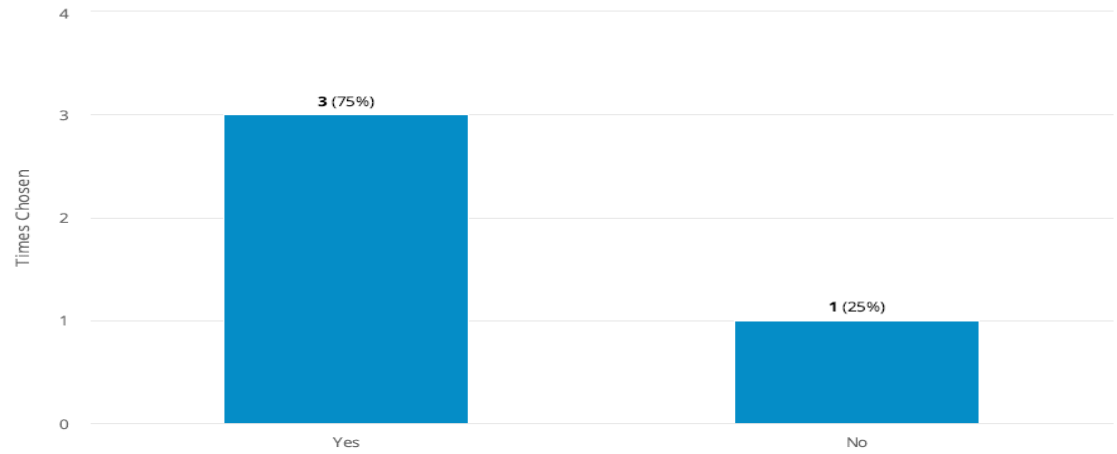


6. b) Comments:

- I have already done this over the last few years, but space is hard to come by these days

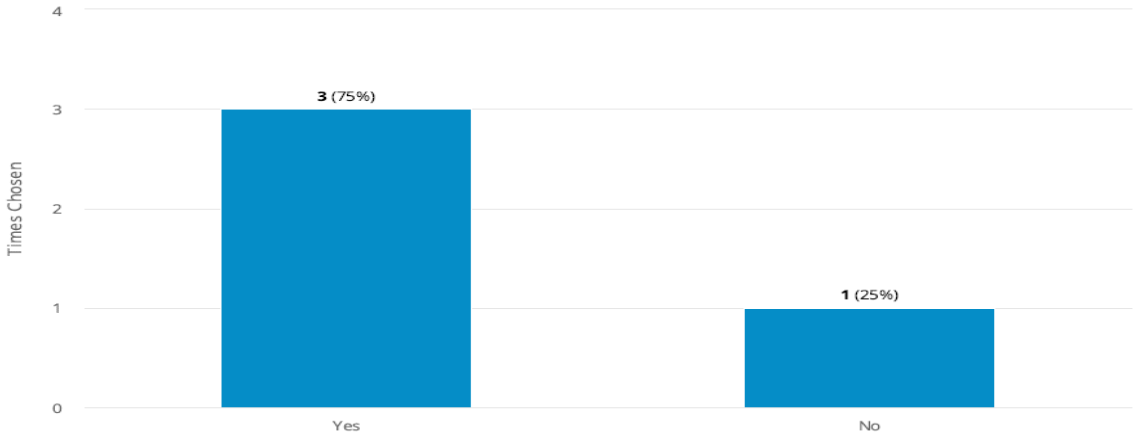
7. a) Do you provide arts, culture, or heritage educational opportunities?

Number of responses: 4



7. a) Do you provide arts, culture, or heritage educational opportunities?

Number of responses: 4



7. b) If yes, what type(s) of educational opportunities?

- Central Texas Philharmonic Youth Orchestra, education concerts for students, family concerts for parents and young children.
- I help people forge strong relationships with art by specializing in themed pop ups that invite interaction and participation. I'm an international award winning picture frame designer with over 25 years experience and do a lot of educating on how to preserve and display art.

Are there any other comments you would like to add?

- Prima Dora loves to be a part of whatever fun stuff is going on. I think you all do an amazing job.
- My business is based on the west side of Georgetown. Because I am not a brick and mortar business on the square , I am not currently allowed to participate at certain levels during the art events. I could help so much more if the city was open to letting all Georgetown based art businesses participate.

SWOT Analysis Results – May 19/26 Georgetown Arts & Culture Board Retreat

External OPPORTUNITIES

- Establish a ”Friends of the Arts” Georgetown to fundraise beyond HOT funding
- Partnerships i.e. Georgetown Health Foundation, Chamber of Commerce, local small business, existing non-profit orgs, Southwestern, ISD
- Where are the younger artists? How to connect with these at schools, universities
- There are opportunities to work with Sun City residents
- Expressed interest in networking and shared facilities
- Foster arts education programs for school aged young people
- Make art programming and education opportunities available and affordable
- Working and learning through collaboration with other artists
- Create a mentorship program between mature artists with young aspiring artists - Create affinity groups to share similar interests in the arts
- Accessibility and affordability for arts opportunities – explore partnerships with Georgetown non profit organizations for the underserved for training & arts education
- Explore educational opportunities around technological advancements including AI
- Expand on cultural heritage opportunities, programs, tours, learning the history of Georgetown
- Explore how to effectively partner with other organizations to benefit arts and culture in Georgetown – bring non-profits together to collaborate on how to work together, i.e. “the center for non-profit success” (Georgetown Health Foundation) – not limited to health organizations
- Continue to publicize the charm of Georgetown and the vibrancy in the downtown that tells our story and cultural heritage – create a cohesive strategy for this
- Maximize engagement of new residents in the arts given growth in this city, art strolls
- Focus on matinee time frames for arts programming

- Partnerships with Sun City – engage with them there as well to facilitate external programming with them
- Share audiences across organizations to cross-promote
- Reach out to other subject matter experts to teach classes and speaker / lecture series i.e. at Georgetown Arts Center or Grace Heritage Center
- City could have Arts and Culture booth or monitor with information about local arts events and programs
- Bring existing arts and culture orgs together regularly for collaboration, (i.e. create a space for meeting, collaboration and learning)
- Develop innovative ways to raise funding for arts and culture programs that do not rely exclusively on City funding

External THREATS

- The City budget is constrained
- General slower economy and reduced spending
- Federal and statewide funding for the arts has been reduced
- State legislation restrict municipalities funding sources
- Budgets and spending in other education programs has been reduced
- People who have lived here as their mobility is declining, they are not able to access downtown arts
- Hard to compete with other municipalities / organizations elsewhere that are well-funded or offered facilities
- Art organizations risk losing facility space
- Lack of affordable facilities and training, workshops
- Competing with other municipalities / orgs that are well-funded & have facilities
- Lack of engagement and opportunities to connect with other creatives in this area
- Challenges with outreach - communication / in-person engagement to meet and attract interest in arts programs
- Are we addressing all accessibility needs?

Internal STRENGTHS

- The existing cultural district
- The diversity and breadth of expertise of the A & C Board
- Strong long-term investment by organizations in Arts and Culture and their facilities
- City's commitment to arts and culture
- Diverse audiences represented across Board
- Well established programs and events (Public art - murals, sculpture)
- Art Strolls doing very well and increasing collaboration
- City owned cultural facilities and studies underway
- Information gleaned from 2026 Surveys and Economic Impact Study, and Downtown Masterplan, and 5 year strategic plan
- Downtown infrastructure is well-suited for the numerous arts events that take place
- The Cultural District Designation
- With A & C under Downtown and Tourism Dept there are increasing opportunities for advertising and marketing
- Large list of Art Center members and contacts
- Extended professional network of the A & C Board

Internal WEAKNESSES

- The City budget is constrained
- Need to increase volunteer participation for events and programs – explore options with a working Board under staff positions
- Better networking needed - City could partner more effectively with other businesses and organizations for events and programs – expertise is not being shared and utilized
- Need to improve and share expertise in running events
- Lack of affordable studio space
- Lack of awareness or lack of platforms or space to promote and enable networking for sustained, ongoing engagement and collaboration

Community building and creative placemaking requires a space – a venue for sharing their work, for experiences and ideas, ensuring accessibility and affordable

The Georgetown Arts and Culture Program

November 10, 2026

Agenda

- History
- Overview of Current Program
- Economic Impact Study
- Strategic Planning
- Next Steps/Cultural Facilities and Study
- Future Opportunities

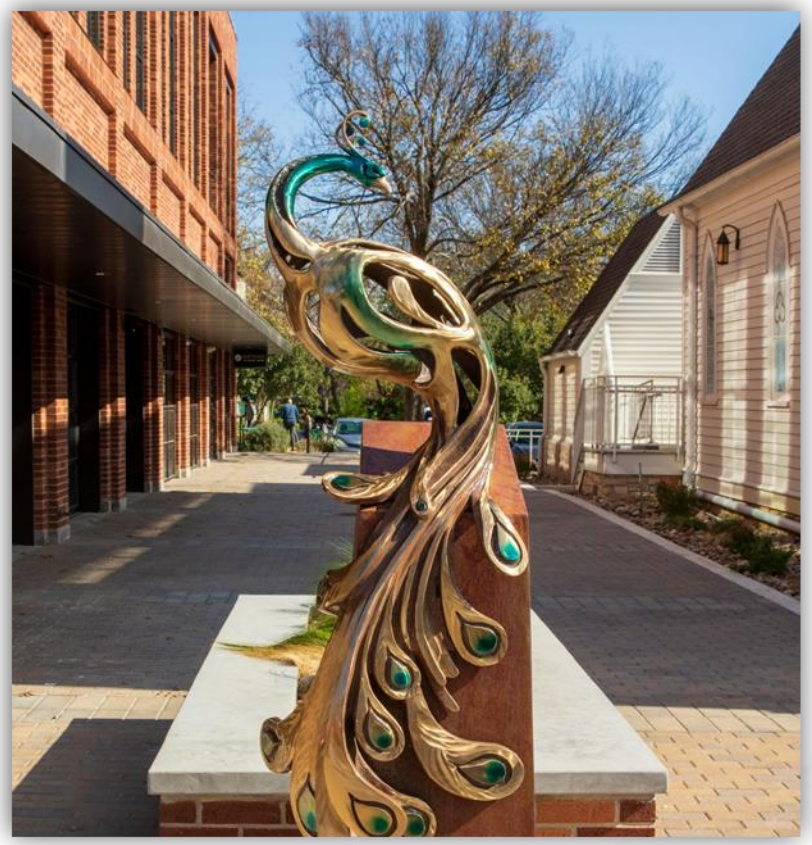


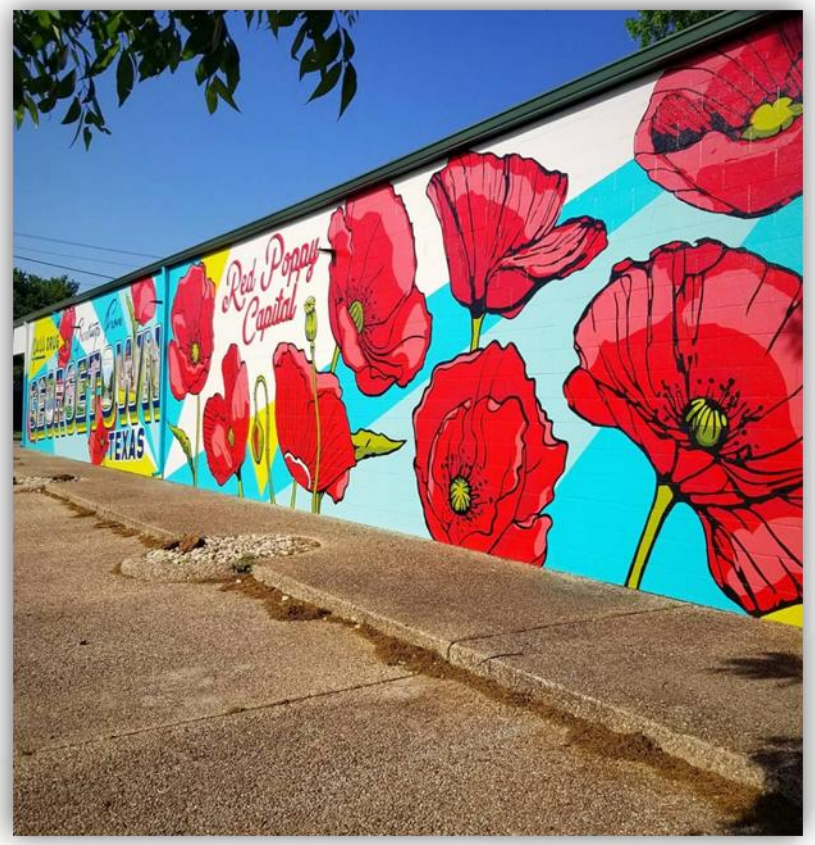
The History

- The Arts and Culture Board was established in 2008
- Volunteers and Library Director stewarded board initiatives until 2018, when dedicated part-time art staff was added and program established
- Passionate team of staff that make up the Arts and Culture Program

- Add Photo of Arts and Culture Team Here

Public Art





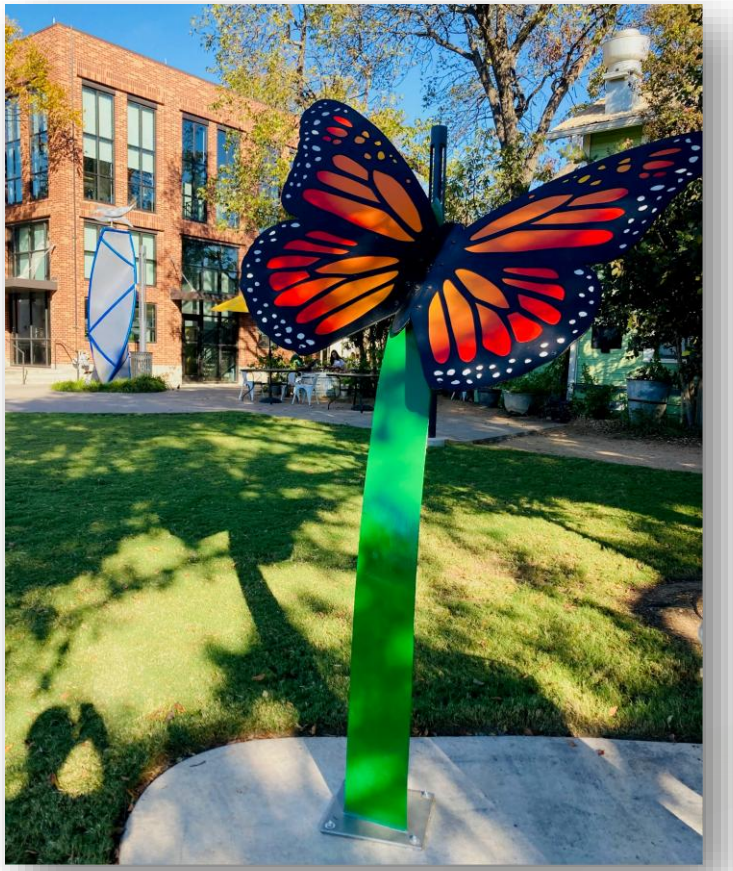


Murals: 22; Temporary Sculptures: 15; Permanent Sculptures: 14; Utility Boxes: 4

Public Art



Public Art







The Mission

The City of Georgetown Arts & Culture Program enhances the quality of life for the residents and visitors of Georgetown by promoting community engagement & cultural participation, fostering business and economic development, and facilitating cultural tourism through public art programming & collaborative events.





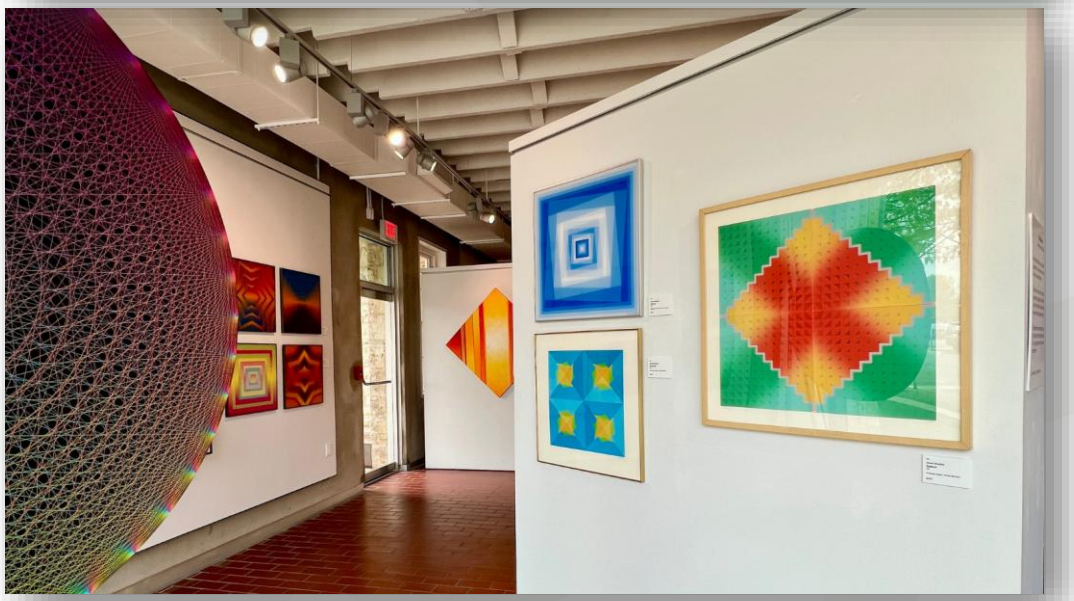




The Vision

Members of the Arts and Culture Board believe a vibrant arts community and cultural offerings are good for the quality of life for residents, will attract visitors, and will assist Georgetown in becoming a nationally recognized arts destination by 2030.





The Cultural District Framework

- Texas Commission on the Arts Cultural District designation in 2013 as a result of the first strategic plan and the number of arts and cultural assets in Georgetown, especially the new Art Center representing visual artists
- Cultural Districts focus on leveraging the Arts as a vehicle for economic development and tourism

Texas Commission on the Arts

State Cultural District

The Economic Impact

- Art Center management in 2024
  - Sales of $1,000 - $2,500 pieces; while offering more affordable options
  - 2024 sales were 225% higher than 2023 under previous management
- Monetize spaces and services
  - Artist studio rentals: $360/month
  - Art class revenue sharing: $1,500-$2,000/month
  - Developing workshops and masterclasses



The Economic Impact

- Art Center as a Destination
  - Blockbuster 2027 Exhibit Season
- Marketing Partnerships
  - Public Relations
  - Print media coverage
  - Live television interviews



TXSP:
Beauty & Variety in Texas State Parks

by Jay Asp

Jan. 8 - Feb. 7
Opening Reception:
Jan. 9, 4-6pm
Artist Talk: Jan. 10, 2pm
Masterclass: Feb. 6, 1-5pm



Claws:
What Remains

by Ashley Thompson

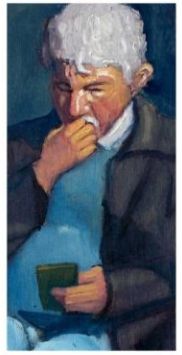
Apr. 23 - May 23
Opening Reception:
May 1, 4-6pm
Artist Talk: May 2, 2pm
Masterclass: May 22, 1-4pm



Life-lines Throughout the United States:
Technology as a Social Marker of Class, Race, & Economics

by Eric Kunsman

Aug. 6 - Sep. 5
Opening Reception:
Aug. 7, 4-6pm
Artist Talk: Aug. 8, 2pm
Masterclass: Aug. 7, 11am-3pm



Interface:
The Cellular Universe

by Alex Vietti

Feb. 12 - Mar. 14
Opening Reception:
Feb. 13, 4-6pm
Artist Talk: Feb. 14, 2pm



We'll Tell You a Tale:
Untangling the West Through Painting and Sculpture

by Felice House and Dana Younger

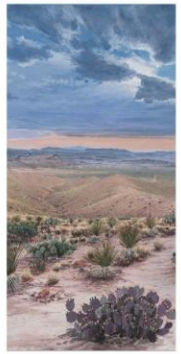
May 28 - Jun. 27
Opening Reception:
Jun. 5, 4-6pm
Artist Talk: Jun. 6, 2pm
Masterclass: Jun. 26, 1-5pm



Annals Years 1-18:
A Record of Mothering

by Sarah Hirneisen

Sep. 10 - Oct. 10
Opening Reception:
Sep. 11, 4-6pm
Artist Talk: Sep. 12, 2pm
Masterclass: Oct. 9, 1-5pm



Breath of the Desert:
Panoramic Paintings of Big Bend and the Borderlands

by Salvador Rodríguez

Mar. 19 - Apr. 18
Opening Reception:
Mar. 20, 4-6pm
Artist Talk: Mar. 21, 2pm



Between Signal and Sun:
Exploring Light

by Jamal Hussain

Jul. 2 - Aug. 1
Opening Reception:
Jul. 10, 4-6pm
Artist Talk: Jul. 11, 2pm



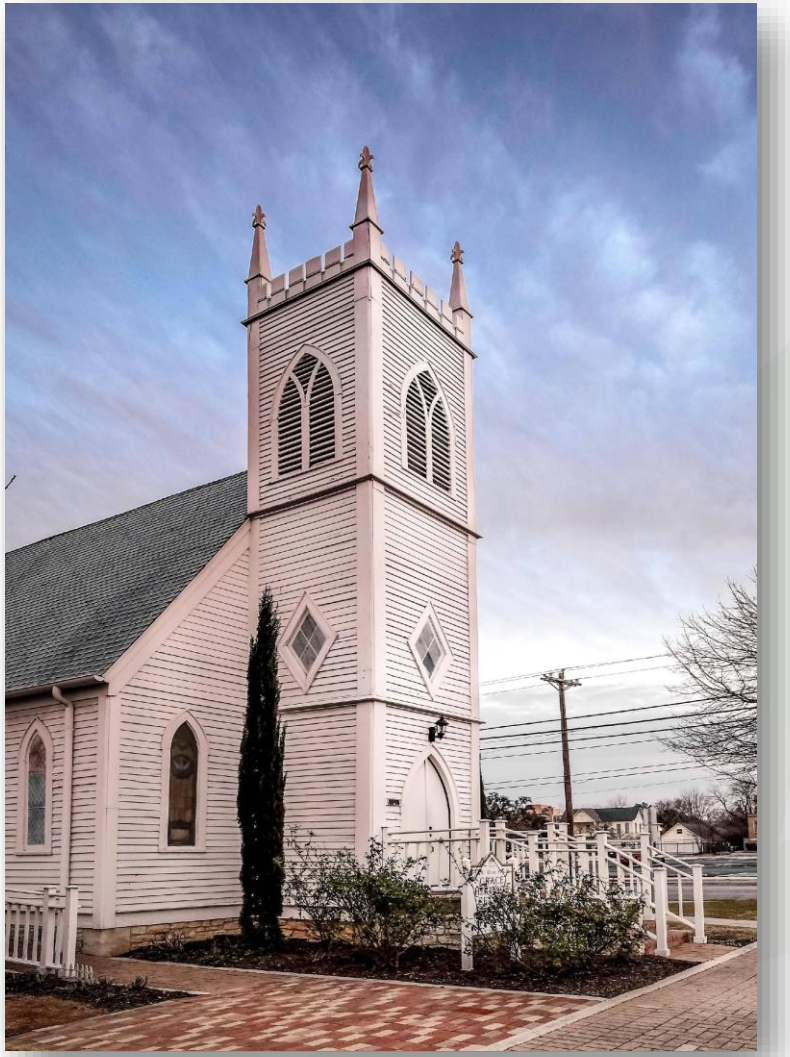
Resiliance:
Portraits of Desert Botanicals

by Anna Lisa Leal

Oct. 15 - Nov. 12
Opening Reception:
Oct. 16, 4-6pm
Artist Talk: Oct. 17, 2pm
Masterclass: Oct. 30, 1-5pm

The Economic Impact

- Addition of Grace Heritage Center management in 2026
  - 116 private rentals of space in FY 26, generating $31,455 in revenue
- Partnership with Preservation Georgetown has increased open public hours to an average of 80 hours/month with ongoing lecture series
- Cultural Facilities Study



The Economic Impact

- Texas Commission on the Arts Grants since 2019
  - Total of $276,501
  - Grants include funding investment for Art Center staff, facility improvements, infrastructure improvements, signage and wayfinding, and public art

- National Endowment for the Arts funding totals $10,000 so far with an open grant request for $100,000 for public art at Light and Water Works





The Economic Impact

2025 Economic Impact

$858,439
Tax Revenue Attributable to Arts and Culture

644
Annual Jobs Supported

The Economic Impact of Arts and Culture in Georgetown, Texas by Jon Stover & Associates in collaboration with Asakura Robinson

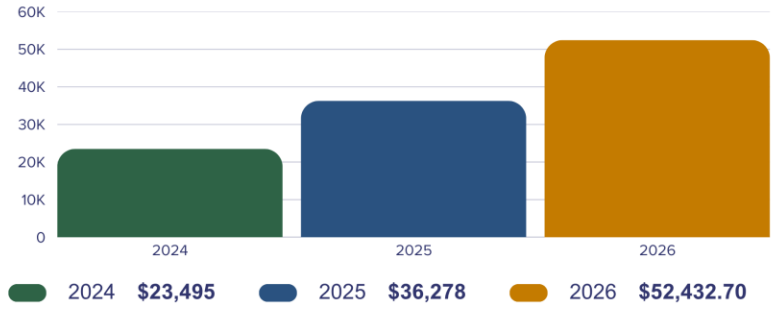
2017 Economic Impact

$500,000
Tax Revenue Attributable to Arts and Culture

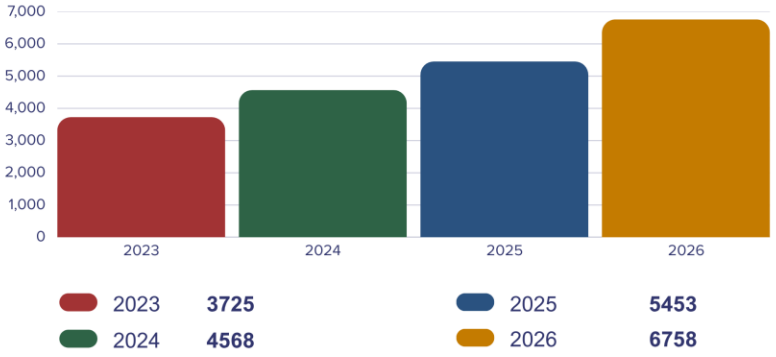
200
Annual Jobs Supported

Economic Impact: The Role of the Arts and Culture Sector in Georgetown, Texas by TXP

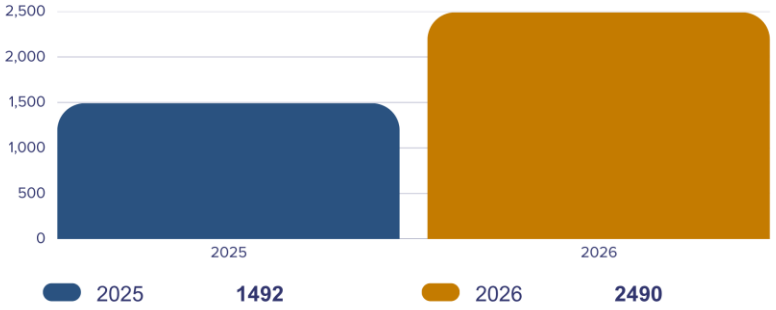
Georgetown Art Center Revenue FY 24-26



Combined Social Media Audience for Arts & Culture in Georgetown



Combined Social Media Audience for the Georgetown Art Center



The Economic Impact of Public Art

- Encourages cultural participation and sense of place and community…but it's more than a quality-of-life asset

- Acts as visual merchandising and experiential design – attracts clientele who tend to spend more money and stay longer…and keep coming back



Public Art







The Economic Impact of Public Art

- Transforms urban landscapes
  - 50% increase in time spent with placemaking interventions
  - 77% increase in likelihood for sharing of information
- Catalyst for property value growth and community desirability





Source: CODAworx

The Strategy

- First Strategic Plan in 2013; Strategic Plan update in 2020
- Second update was due in 2025
- With most goals met and program focus on economic development, an updated Economic Impact Study was conducted to inform the newest Strategic Plan
- Cultural Facilities Study



The Economic Impact Study

Georgetown's arts and cultural economy supports over 640 jobs annually, while playing a key role in attracting visitors, residents, and investment to the city.

In 2024, arts and culture generated the following economic impacts:



$113.7 Million
of total economic output



644 annual jobs supported

$79.1 Million
from core arts and culture industries

$20.4 Million
from supporting arts and culture industries

$14.2 Million
from arts & culture tourism spending

The Composition of Georgetown's Arts and Cultural Economy

Georgetown's arts and cultural economy is composed of a variety of industries, ranging from the performing arts to local retailers and creative services.

CORE INDUSTRIES

Establishments directly involved in the production of cultural goods and services

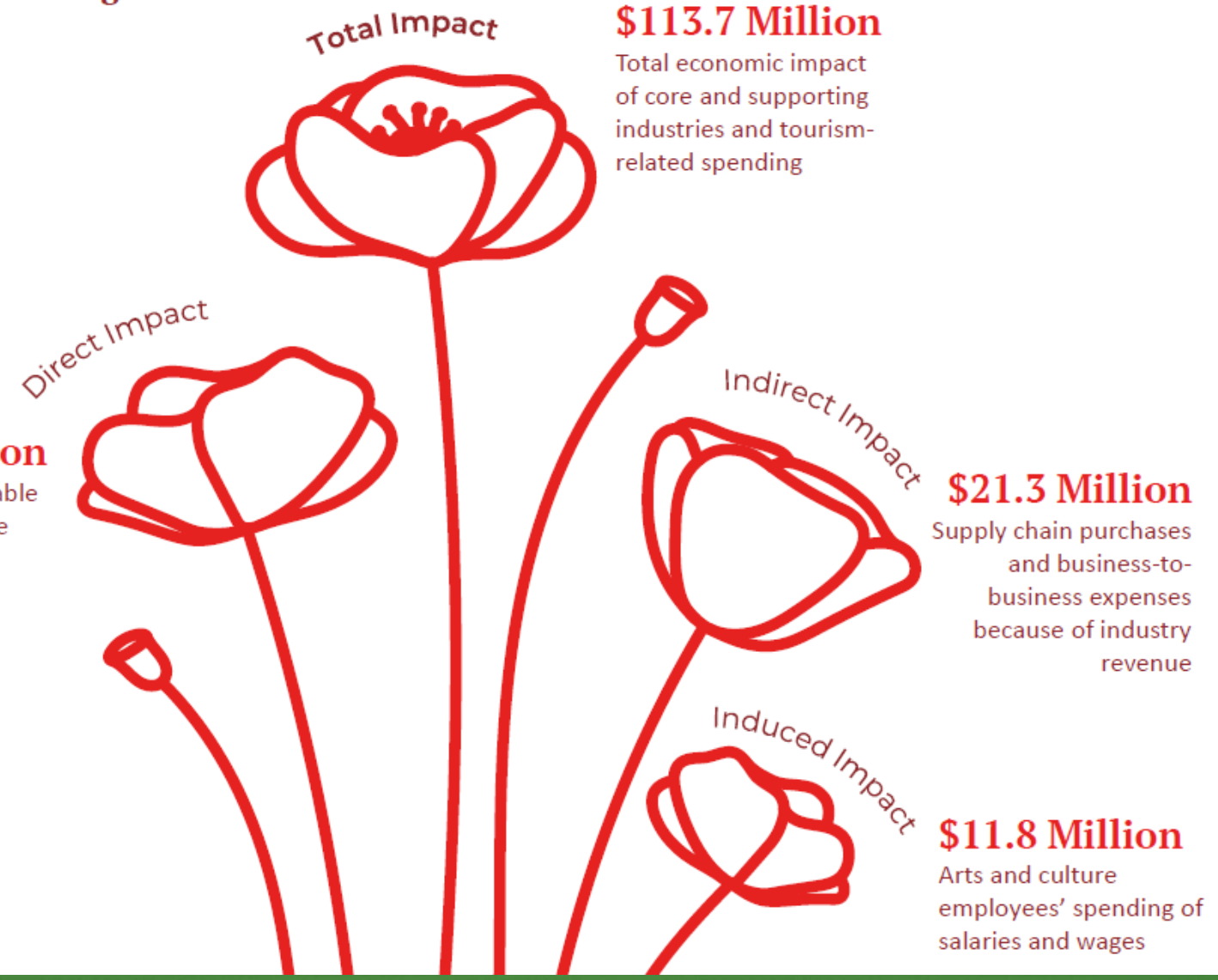
SUPPORTING INDUSTRIES

Establishments that enable or distribute cultural goods and services

TOURISM SPENDING

Out-of-town visitor spending attributable to cultural events and activities

How Arts and Culture Generate Economic Impacts in Georgetown



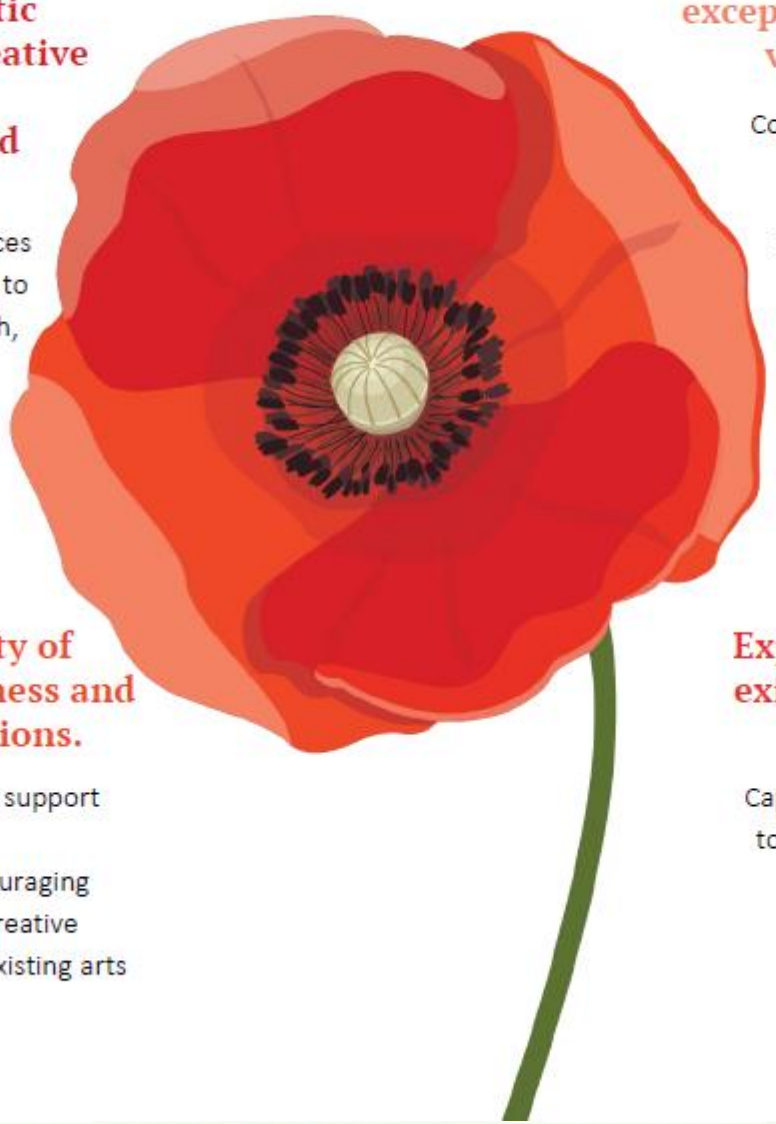
Opportunities to Increase the Impact of Arts and Culture

Enhance the presence of the Georgetown Art Center as a catalytic launch pad for creative businesses, entrepreneurs, and artists.

Expand space and resources for creative professionals to jumpstart business growth, skill development, and production.

Double-down on efforts to make downtown an exceptionally inviting and vibrant environment.

Continue investing in public art, streetscaping, and strategic expansions of the Cultural District, in alignment with the Downtown Master Plan.



Support the vitality of existing arts business and support organizations.

Expand existing efforts to support local artists and support organizations, while encouraging regular networking and creative partnerships within the existing arts and culture ecosystem.

Expand the draw of the existing set of core arts and cultural events.

Capture more regional visitation to existing and future events to bring more activity and recognition to Downtown Georgetown.

Strategic Plan: Business Plan for the Arts

- Who are our audiences?
- Who is our customer?
- What will they buy?
- How do we incentivize them?
- How do we serve them?



Strategic Plan: The Methodology

- Market research: artist, community, organization, and business surveys; total of 458 completed surveys received!
- Focus Group: Georgetown Arts and Culture Board Retreat
- Georgetown Arts and Culture Board SWOT Analysis



Strategic Plan: The Analysis

Key takeaways from market research:

- For visual artists: maker space, artist studios/artist residencies, and exhibition space
- For musicians and performing artists: more performance venues
- More opportunities to engage with fellow artists and local arts and culture organizations and arts-based businesses
- Enhanced heritage programming at City owned cultural facilities



Goal 1: Enhance the presence of the Georgetown Art Center as the hub of the Cultural District and a catalytic launchpad for creative businesses, entrepreneurs, and artists

Summary of Key Objectives and Strategies:

- Complete the Cultural Facility Study and develop strategies for implementing the recommendations
- Facilitate networking and engagement opportunities for Cultural District organizations, the arts community, and arts-based businesses (BBL)
- Continue to expand staff and board/subcommittee volunteer roles to facilitate program growth (BBL)
- Expand marketing and promotion initiatives for Arts and Culture/Cultural District (Socials, Press Releases)

Goal 2: Continue to develop and expand the Georgetown Public Art Program

Summary of Key Objectives and Strategies:

- Continue to elevate the quality of existing public art programs
  - Attracting public artists who are highly skilled and experienced in their field
  - Elevating the selection and implementation process for public art
  - Example: Call for Artist Entries for Screen Wall at Light and Water Works
- Matching grant program for public art on commercial properties
- Collaborating with other City Departments on public art projects
  - Example: public art in Parks and Customer Service Center

Goal 3: Continue the development of a thriving arts, culture, and entertainment district in the downtown

Key Objectives and Strategies:

- Continue to elevate the semi-annual Art Strolls to showcase and promote the fine arts in Georgetown, as well as serving to recruit and promote arts-based businesses
- Collaborate on other cultural events such as Dia de los Muertos and Juneteenth
- Continue to partner on downtown infrastructure projects such as the 9th St Art Walk
- Continue to maintain and enhance Georgetown's TCA Cultural District designation

Goal 4: Identify additional spaces beyond the Georgetown Art Center to expand Arts and Culture Programs

Key Objectives and Strategies:

- Explore additional external partnerships and opportunities for arts incubator activities and multi-disciplinary programming to encompass visual arts, music, and performing arts

- Implement recommendations of the Cultural Facilities Study

Goal 5: Continue to pursue funding to elevate Georgetown Arts and Culture

Key Objectives and Strategies:

- Continue to implement Arts and Culture Grants from HOT
- Explore opportunities for a Friends of the Arts organization similar to Friends of the Library
- Continue to pursue TCA grants; monitor and pursue grant funding options from other organizations and foundations
- Explore more opportunities for earned income in new or existing programs

Next Steps: City-owned Cultural Facilities

- Grace Heritage Center & Plaza (New South Main Arts District)
- Georgetown Art Center (New South Main Arts District)
- Georgetown Public Library (New Light & Water Works District)
- African American Shotgun House



Future Cultural Facility Opportunities

- Connect City-owned cultural facilities
- Elevate Art Stroll programming and other Arts and Culture events
- Enhance and preserve existing City-owned cultural facilities
- Attract high-end experiential retail and arts-based businesses in SoMa District in alignment with the 2017 Downtown Assessment of the retail mix



Goal 3: Downtown Master Plan Art Walk

One of the goals of the Downtown Master Plan is to create an Art Walk connecting the South Main Arts District and the Light and Waterworks District. This connection will further enhance the experience of arts and culture programming, such as the Art Strolls, that occur across the entire Downtown Georgetown Cultural District.



9th Street Art Walk: Arts Businesses

2017 Downtown Assessment: Mixed-use opportunities should be encouraged, and merchandising should also include unique concepts that expand arts and entertainment to increase spending choices by consumers. Consider expanding arts/cultural events to attract and incubate artists/the creative class. For example, if experience or arts/culture venues are a priority, then recruitment should focus on concepts that focus on arts and entertainment and expand the existing artisan base. This could include experiential retail such as "pop up shops" and active storefronts [that artist studios and artist residency programs provide]. "Experiential" and "Charming" classifications within the "Values Merchandising" Matrix include art studios and art galleries, [especially in the South Main Arts District].



Next Steps: City-owned Cultural Facilities

- Grace Heritage Center & Plaza (New South Main Arts District)
- Georgetown Art Center (New South Main Arts District)
- African American Shotgun House

Final step in the strategic planning process!



Thank you!!
Georgetown Arts and Culture

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
4T In-City MUD Request

SUGGESTED ACTION:
Presentation and discussion regarding a potential In-City Municipal Utility District (MUD) for the proposed 4T Ranch -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
Rocking R Land Advisors, LLC submitted a Declaration of Intent for a proposed project consisting of approximately 1,400 acres in Georgetown's extraterritorial jurisdiction roughly at the intersection of State Highway 195 and Ronald Reagan Boulevard. The 4T Ranch development has proposed an In-City Municipal Utility District, and this presentation is intended solely as an initial, preliminary introduction to the project.

FINANCIAL IMPACT:
None.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
City Council Workshop - 4T Ranch Development (11-10-2026).pdf

4T Ranch Potential In-City Development Proposal

NICK WOOLERY, ASSISTANT CITY MANAGER

NOVEMBER 10, 2026

GEORGETOWN TEXAS

Purpose

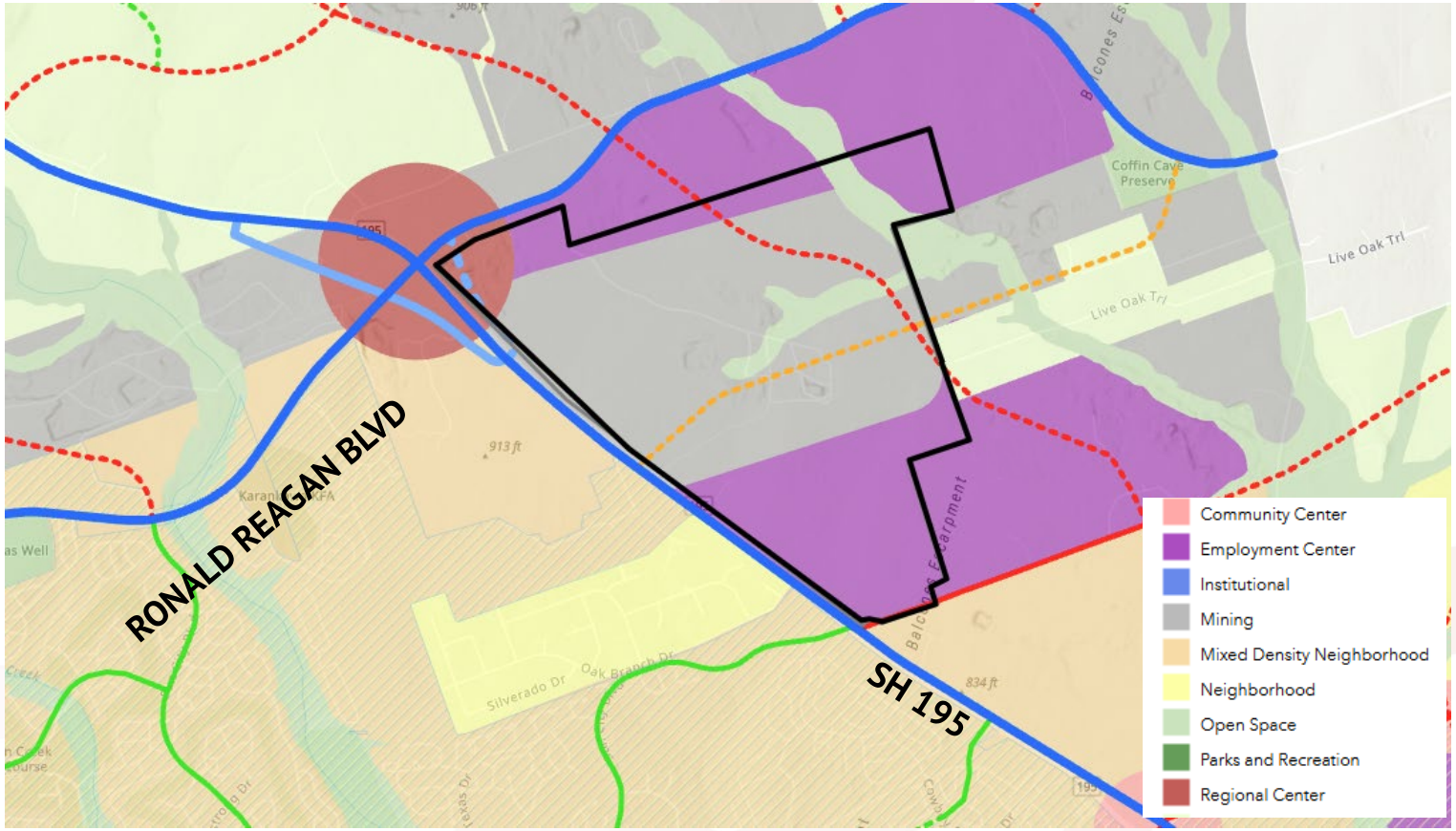
1) Introduce a proposed In-City development project to Council by providing context of the area being developed and allowing the developer to present their vision.

2) Gather initial high-level feedback on the land plan, parks/open space plan, and MUD/TIRZ request.

3) Gather feedback from Council on additional information you need to help in making a decision on this request and questions you have that staff or the developer can come back with answers to at a follow-up Council Workshop.

Location / Future Land Use

- 1,376 acres currently located in the ETJ, but request is to annex into city limits
- Intersection of Ronald Reagan Blvd and SH 195
- Inactive quarry site
- Future Land Use Plan designation is currently Mining & Employment Center

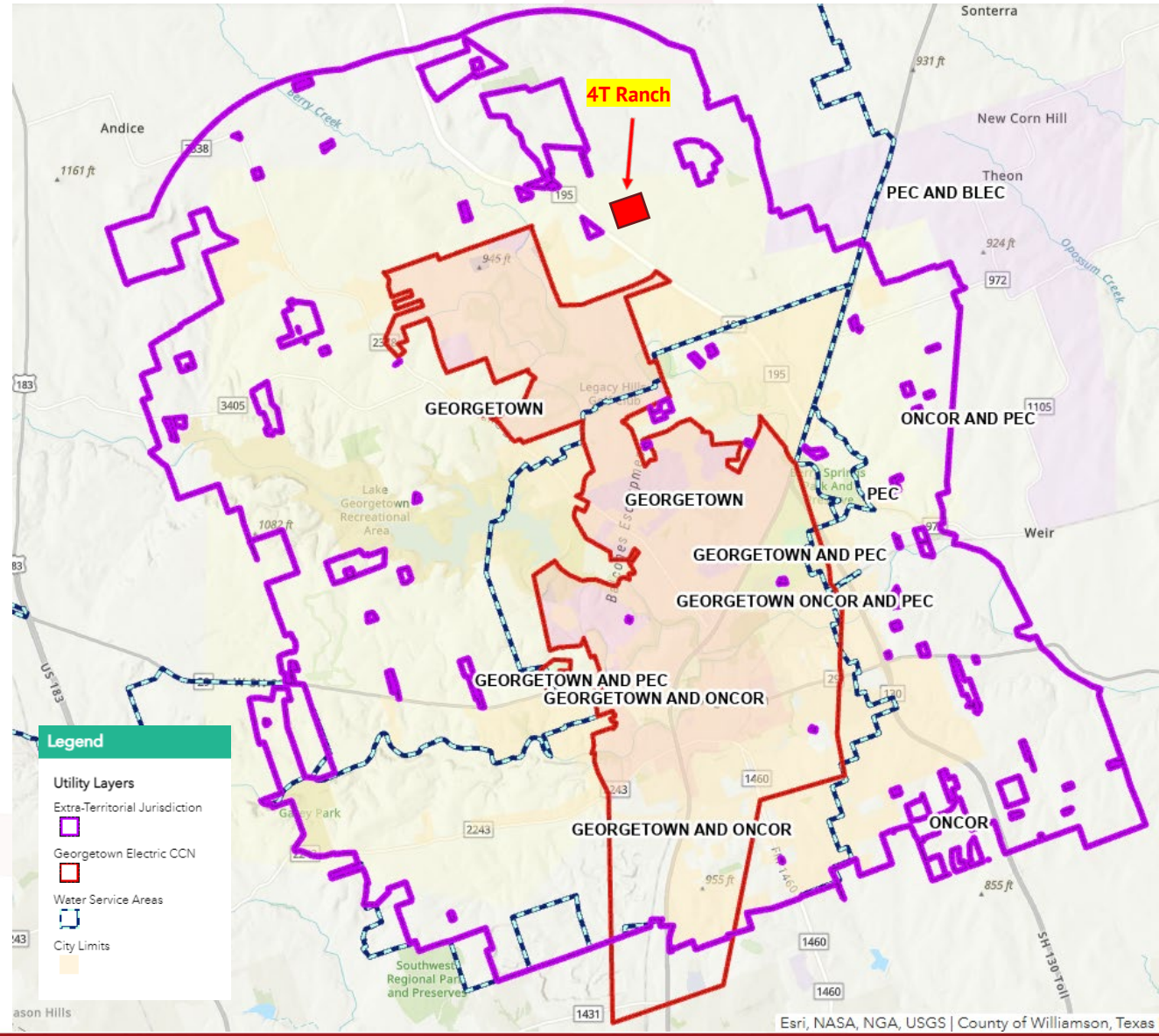


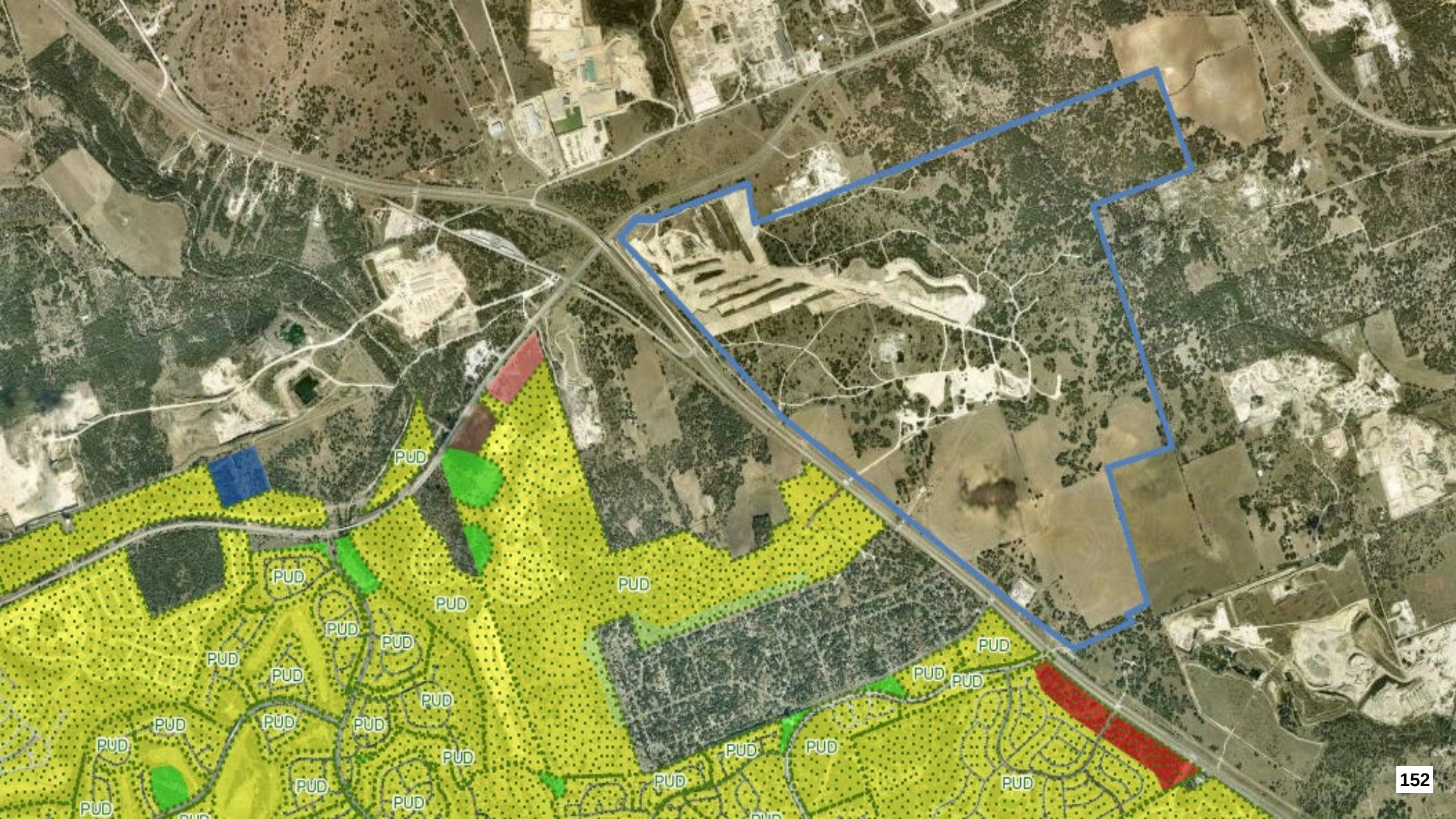
City Exclusive Provider

Georgetown provider of:

- **Water**
- **Wastewater**
- **Solid waste**
- **Currently in ESD 8**

PEC service area for electric




PUD
PUD
PUD



Background

- Request is to annex into City limits, conditioned on approval of zoning, financing mechanisms and utility capacity
- Financing mechanisms would include a Municipal Utility District ($0.65 max tax rate) and Tax Increment Reinvestment Zone (covering the commercial properties)
- Staff has helped develop a utility plan, but has not provided formal MUD term comments
- This workshop will help to begin shaping the land plan, with follow-up discussions on the detailed agreement terms pending changes to the land plan and corresponding changes to project costs

ROBINSON RANCH 4T TRACTS

SCHEMATIC DESIGN PACKAGE

OCTOBER 27, 2026



PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

19 R 06
ROBINSON
FAMILY MGMT

CONTENTS

1 PROJECT TEAM

2 ABOUT ROBINSON FAMILY MGMT

3 COMMUNITY PRINCIPLES

4 CONTEXT MAP

5 SITE CONSTRAINTS

6 FRAMEWORK YIELD PLAN

7 LAND USE SUMMARY

8 OPEN SPACE PLAN

9 COMMUNITY DISTRICTS

10 PEDESTRIAN SHED

11 STREET SECTIONS

12 CHARACTER IMAGERY

PROJECT TEAM

ROBINSON FAMILY MANAGEMENT (Owner)
Larry Covert
Jarrett Minton

Waterloo Development (Development Manager)
Chris Blackburn

CONSULTANTS
Pharis Design (Planning and Urban Design)
Stefan Pharis
Jose Portillo
Laura Villanueva

Mahoney Engineering (Civil Engineer)
Pablo Martinez
Juan Martinez

Public Finance Group (Finance & MUD Consultant)
Cheryl Allen
Linda Hubble

Armbrust & Brown (Legal)
John Bartram

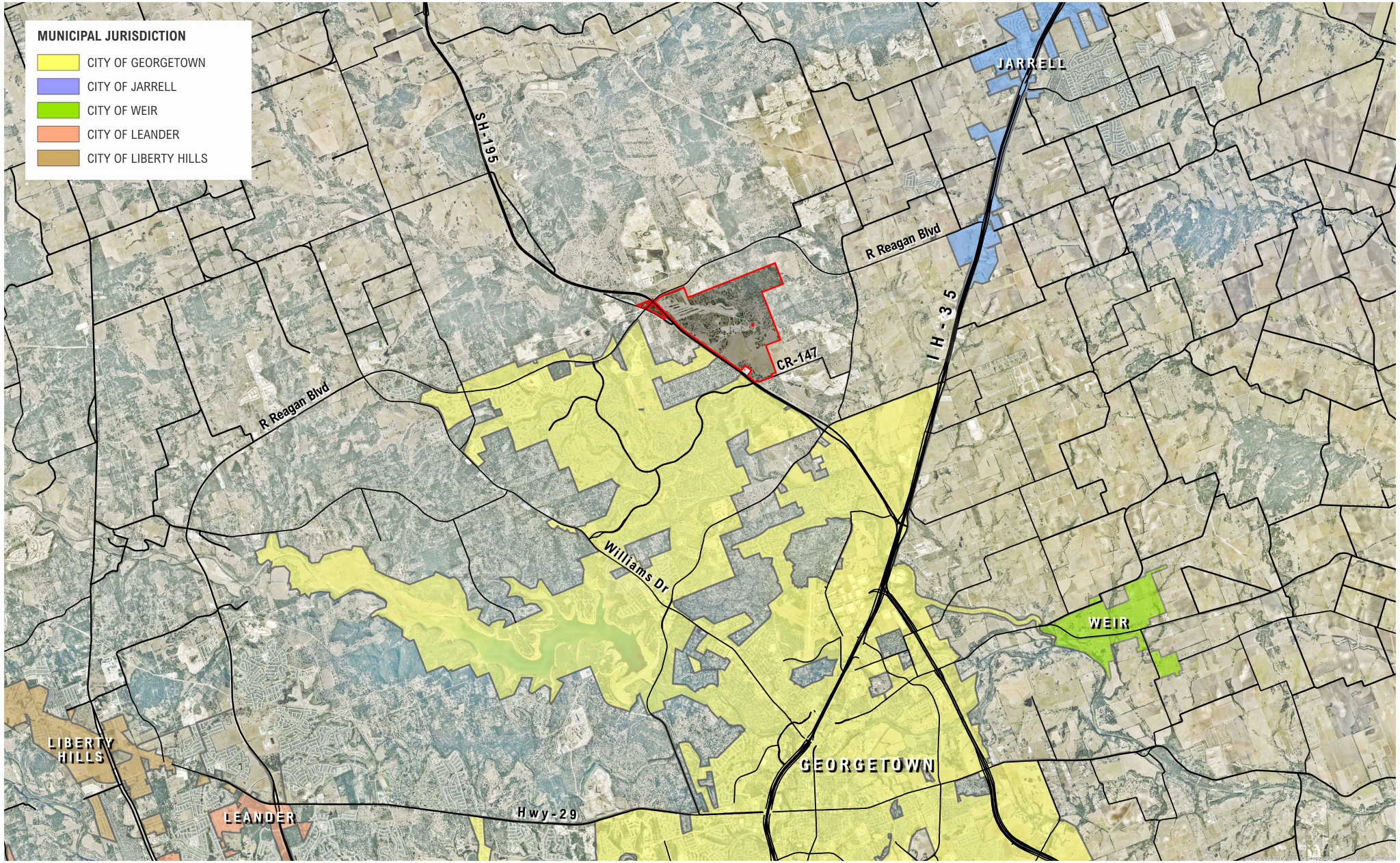
Johnes-Heroy (MUD Engineer)
Mehgan Taack

LJA Environmental (Environmental)
Scott Flesher

COMMUNITY PRINCIPALS



- **MAINTAIN** connections to the community, the city of Georgetown, and the land
- **RECLAIM AND RESTORE** the quarry land to provide commercial and recreational opportunities
- **FUTURE READY** planning that does not incorporate current trends and instead looks to what is next
- **CONNECT** residents and workers through a dynamic and diverse system of parks, trails, and open spaces that weave throughout the community
- **PRIORITIZE** pedestrian-friendly environments with accessible amenities to foster a sense of community
- **CREATE** a vibrant, positive quality of life for future residents and workers by providing civic, retail, dining, and recreational opportunities
- **BUILD VALUE** over time through a high standard of quality and commitment to mixed use amenities, life cycle housing options, and partnering with those who share a common vision
- **ESTABLISH** a framework plan that is adaptable, and aligned with the overall development vision

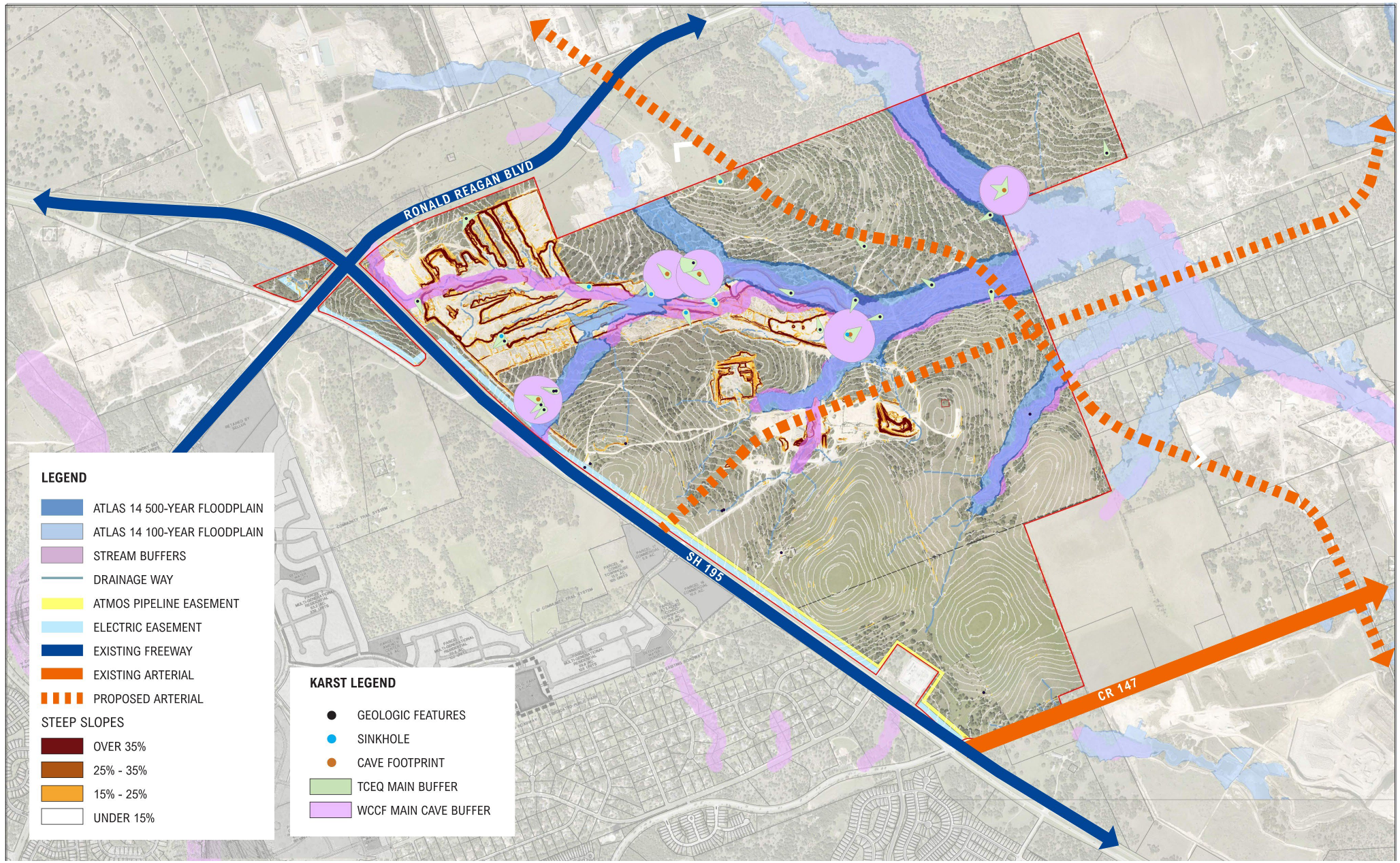


PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

ROBINSON
FAMILY MGMT

ROBINSON RANCH 4T TRACTS
MUNICIPAL JURISDICTION

0 3,600' 7,200'



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PLANNING | LANDSCAPE ARCHITECTURE

ROBINSON
FAMILY MGMT

4T RANCH MUD
SITE CONSTRAINTS

0' 300' 600' 1200'



SINGLE FAMILY LOT MIX

LOT SIZE	% OF TOTAL	NO. OF LOTS
40' x 120'	20%	549
45' x 120'	20%	549
50' x 120'	30%	824
60' x 125'	20%	549
70' x 130'	10%	275
TOTAL	100%	2,746

	LAND USE	RESIDENTIAL YIELD (UNITS)	COMMERICAL YIELD (SF)
600.00 Ac	SINGLE FAMILY RESIDENTIAL	2,746	
46.00 Ac	HIGH DENSITY RESIDENTIAL	1,036	
98.00 Ac	APTS/MULTI-TENANT RETAIL	5,096	4,277,592
205.00 Ac	MULTI-TENANT OFFICE/INDUST./FLEX		8,195,160
SUBTOTAL 949.00 Ac		8,878	12,472,752 SF
15.00 Ac	SCHOOL SITE		326,700
293.00 Ac	GENERAL OPEN SPACE		
42.00 Ac	HOA PARKS		
77.00 Ac	COLLECTOR/ ARTERIAL ROW		
TOTAL 1,376.00 Ac			



PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

ROBINSON
FAMILY MGMT

4T RANCH MUD
LAND USE SUMMARY

0' 300' 600' 1200'



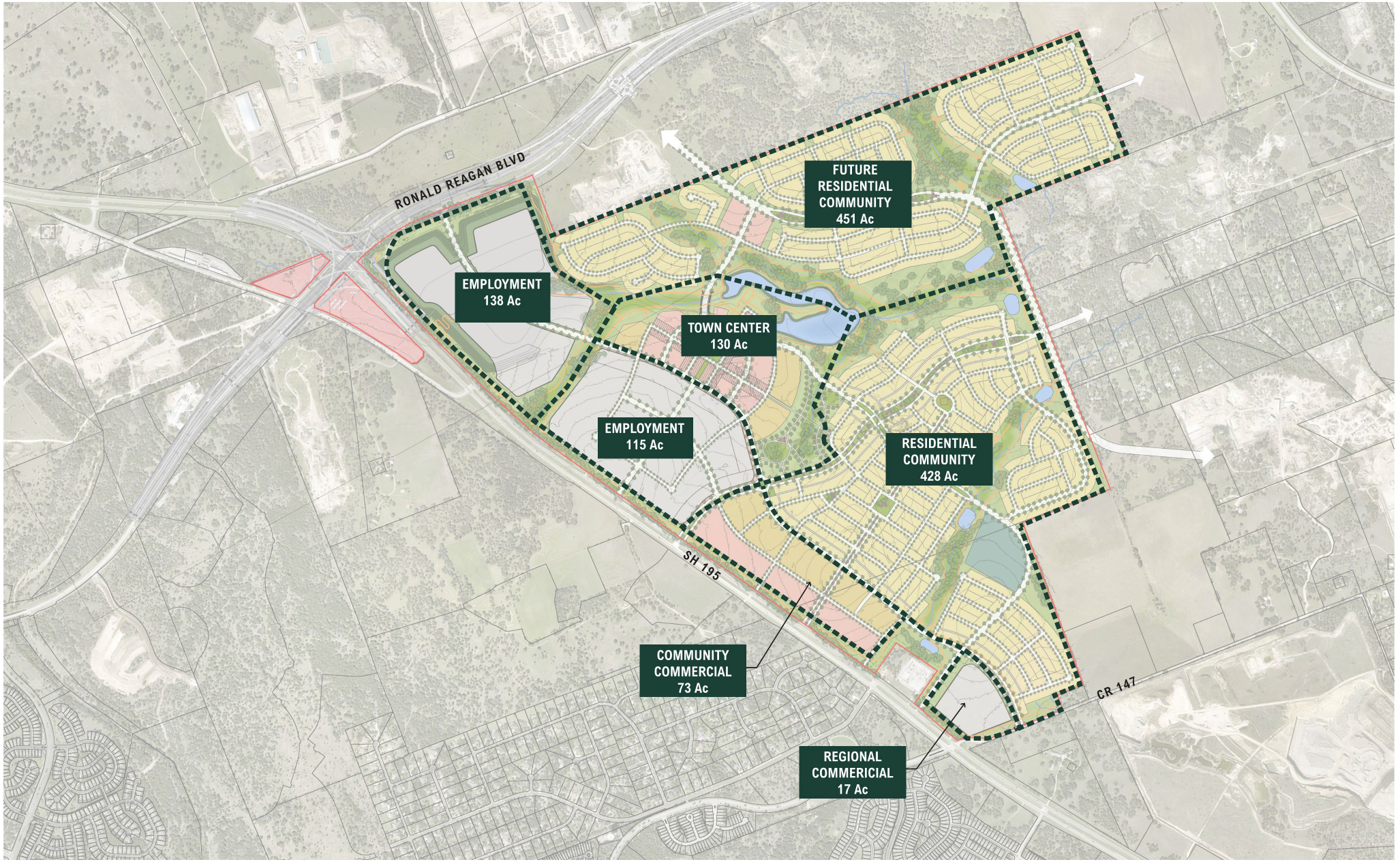
ACREAGE	LAND USE	PERCENTAGE (OF OVERALL PLAN)
293.00 Ac	GENERAL OPEN SPACE	21%
42.00 Ac	HOA PARKS	3%
TOTAL 335.00 Ac		24%

PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

ROBINSON
FAMILY MGMT

4T RANCH MUD
OPEN SPACE PLAN

0' 300' 600' 1200'



PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

ROBINSON
FAMILY MGMT

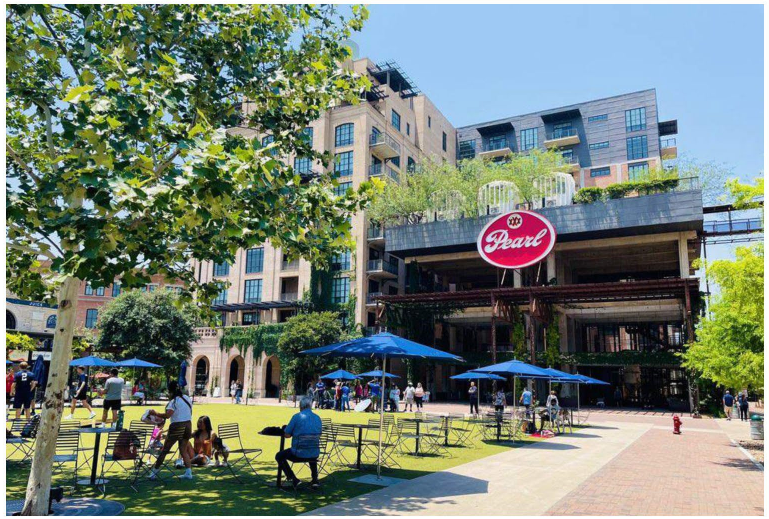
4T RANCH MUD
COMMUNITY DISTRICTS

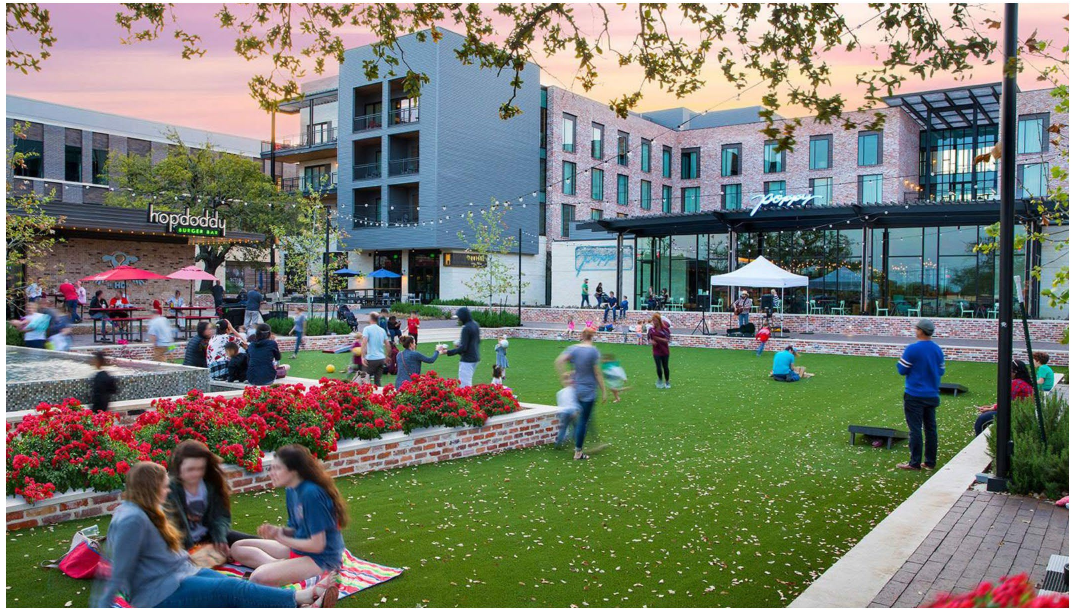


PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

ROBINSON
FAMILY MGMT

4T RANCH MUD
PEDESTRIAN SHED









PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

ROBINSON
FAMILY MGMT

4T RANCH MUD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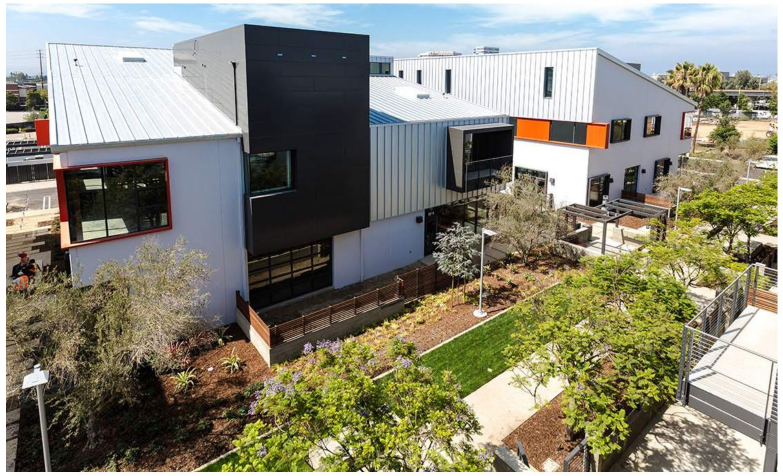
THE WELL



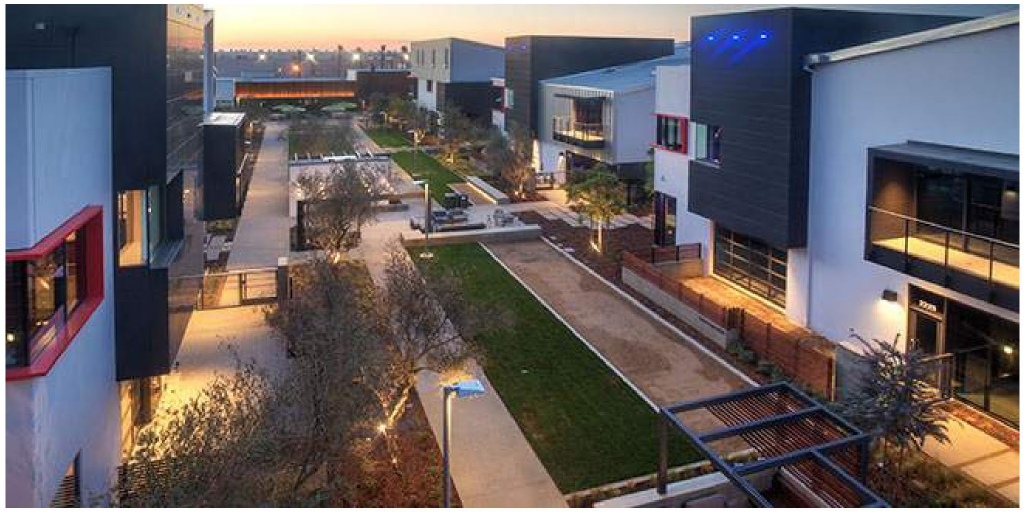

BUS STOP











PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

ROBINSON
FAMILY MGMT

4T RANCH MUD









PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

ROBINSON
FAMILY MGMT

4T RANCH MUD

Initial Key Issues Identified

1) Land plan includes a combination of intense uses and broad flexibility in the location, blend and amount of those uses – however, Single Family generally reflects the lot diversity Council has typically sought

2) MUD maximum tax rate request exceeds Council Policy max, but similar to Yearwood and even more so due to proximity to wastewater service, this site has constraints that will increase project development costs

3) To fulfill the project finance needs and keep the MUD tax rate moderated, a TIRZ has been requested, which is unique vs other MUD requests but not unique for a large mixed-use commercial development

4) Most parkland currently shown is passive use and limited in details – staff believes this is an ideal location for a regional park including soccer fields on the western side of Georgetown

5) Traffic Impact Analysis will be important once there is more certainty with the land plan to better understand necessary transportation improvements

Process Moving Forward

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

Feedback and Direction

Staff is seeking Council's initial feedback on the proposed 4T Ranch development and requested In-City MUD and TIRZ.

Feedback requested:

- What initial feedback does Council have on the proposed land plan / parks and open space plan for this development?
- Are you open to consideration of a MUD and TIRZ to help bring the development into City limits and finance their public infrastructure?
- What additional information do you need to help in making a decision on this request and what questions do you have that staff or the developer can come back with answers to at a follow-up Council Workshop?

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Executive Session 11.10.2026

SUGGESTED ACTION:
Sec. 551.071: Consultation with Attorney
Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.
- Litigation Update
- Austin Avenue Bridges
- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681C26, pending in Williamson County District Court.
-Deliberation regarding the condemnation cases pending in County Court at Law #1 and County Court at Law #2, under Cause No. 26-0560-CC1 and Cause No. 26-0561-CC2, respectively.
- Long Term Water Supply Negotiations with Recharge LLC
- Long Term Water Supply Negotiations with Brazos River Authority
- ESD Update
Sec. 551.072: Deliberations about Real Estate
- Bluebonnet Parking Lot
Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Bluebonnet Field
- Project Hay
- Project Lost Mine Peak
- Project Nova Light
-Project Z Star
- Wolf Lakes Village TIRZ

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Call to Order 11.10.2026

SUGGESTED ACTION:
Pledge of Allegiance
Recognitions
- Communications and Public Engagement Department Awards
Actions out of Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Public Wishing to Address 11.10.2026

SUGGESTED ACTION:
- Gina Cavallo would like to address the Council regarding environmental and parking garage concerns.
- Arthur J. O'Keefe would like to address the Council regarding Sun City's future development and Pulte's requested variance.
- Kim. A. Williams would like to address the Council regarding Sun City expansion.

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
City Council Meeting Minutes 10.27.2026

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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 10.27.2026.pdf

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

The Georgetown City Council met on Tuesday, October 27, 2026 at 3:00 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 for additional information; TTY users route through Relay Texas at 711.

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

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 3:00 p.m.

1.A Parks and Recreation Cost Recovery Study Update

Presentation and discussion regarding proposed updates to the Parks and Recreation Cost Recovery Methodology and Financial Sustainability Plan -- Eric Nuner, Parks and Recreation Director and Sajjad Mia, Parks and Recreation Manager

Nuner presented and reviewed the background and history of cost recovery; department mission and vision; history of recovery fees; 110% financial sustainability methodology and process; financial sustainability strategy process; service categories; beneficiary of service; cost of service example; prior cost recovery methodology; and updated financial sustainability continuum. Mia then presented and reviewed cost recovery overall; cost recovery for FY2025 with ranges; cost recovery for FY2025 with revenues and expenses; resident and non-resident methodology that was established in

2012; updates; non-resident (NR) 100% cost recovery pilot program; pilot program update; resident rates without NR participation; NR 100% cost recovery fees year over year; and NR participation summary. Nuner then presented the needed Council feedback.

General discussion among Council and staff, including City Manager David Morgan, regarding resident participation in programs; future cost recovery review; ability to make small adjustments as needed for the cost recovery program; cause of cost differential with resident participation rates in programs; waitlists for programs; priority given to residents; spending on community events and special events; costs associated with location of events; cost recovery methodology; and consideration for dynamic pricing for non-residents.

1.B Customer Care Annual Update

Presentation and discussion regarding Customer Care and askGTX contact center annual updates -- Seth Gipson, Customer Care Director

Gipson presented and reviewed how Customer Care consists of utilities and AskGTX call centers; Customer Care is one department with two service areas; the number of calls, emails, and average length of phone calls; what the department has learned and is continuing to improve; how requests are handled; where the department has expanded; outreach and engagement; departmental impacts; Flashvote results for 2026; and upcoming projects.

General discussion among Council and staff regarding the following: how the length of customer calls is measured; call back feature; customer hold and wait times; total of 23 employees in the Customer Care department; staffing of the call centers; calls that need support from both AskGTX and Customer Care; most common topics; positive interactions with the public; capability and services provided in the app; after-hours support; depth of knowledge for employees in the department is positive; and positive impact of handwritten notes for customers

Mayor Schroeder recessed the meeting into Executive Session at 4:18 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 10.27.2026**

Sec. 551.071: Consultation with Attorney

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

- Litigation Update
- Austin Avenue Bridges
- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681C26, pending in Williamson County District Court.
- Long Term Water Supply Negotiations with Recharge LLC
- CCN Transfer Negotiations

Sec. 551.072: Deliberations about Real Estate

- HDG Lease Update
- Bluebonnet Parking Lot

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Project Hay
- Project Lost Mine Peak
- Project Pulse
- Project Z Star
- Southwestern TIRZ
- Wolf Lakes TIRZ

Sec. 551.074: Personnel Matters

- City Attorney Check-in

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

Mayor Schroeder called the meeting to order at 6:45 p.m.

3.A **Call to Order 10.27.2026**
Pledge of Allegiance
Recognitions
- Proclamation of Recognition - National Planning Month for Planning Department
Actions out of Executive Session

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 10.27.2026**
At the time of posting, no one had signed up to speak.

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.

Items 5.U and 5.V were pulled from the agenda and not taken up for consideration by the Council. Item 5.Y was pulled from the Consent Agenda and became the first item on the Legislative Regular portion of the agenda.

Moved by Amanda Parr; seconded by Kevin Pitts to approve as presented with the exception of Items. 5.U, 5.V, and 5.Y.
Motion Approved: 7 - 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

5.A 10.13.2026 City Council Minutes

Consideration and possible action to approve the City Council minutes from the meeting held on October 13, 2026 -- Robyn Densmore, City Secretary

5.B 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.C Resolution - Nomination of Hunt Electric Corporation dba Baer Manufacturing for the Texas Enterprise Zone Program

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

5.D Texas Commission on the Arts -- Arts Create Grant

Consideration and possible action to accept an Arts Create (Year 2) Grant from the Texas Commission on the Arts in the amount of $14,000.00 for the second year of operational support for staffing at the Art Center and to authorize Amanda Still, Arts and Culture Program Manager to execute all necessary grant documents -- Amanda Still, Arts and Culture Program Manager and Kim Mcauliffe, Downtown and Tourism Director

5.E Texas Commission on the Arts -- Performance Support Grant

Consideration and possible action to accept a Performance Support Grant from the Texas Commission on the Arts in the amount of $2,625.00 for the performance of Texas Touring Roster artists Central Texas Philharmonic at the Autumn Art Stroll and to authorize Amanda Still, Arts and Culture Program Manager to execute all necessary grant documents -- Amanda Still, Arts and Culture Program Manager and Kim Mcauliffe, Downtown and Tourism Director

5.F Texas Commission on the Arts - Cultural District Grant

Consideration and possible action to accept a Cultural District Grant from the Texas Commission on the Arts in the amount of $56,113.00 for public art in the Light and Water Works District and to authorize Amanda Still, Arts and Culture Program Manager to execute all necessary grant documents -- Amanda Still, Arts and Culture Program Manager and Kim Mcauliffe, Downtown and Tourism Director

5.G Authorizing Library Materials Purchases from Ingram Library Services LLC

Consideration and possible action to appropriate funds to purchase library materials from Ingram Library Services, LLC in a total amount not to exceed $250,000.00 for Fiscal Year 2027 -- Sally Miculek, Library Services Director

5.H Authorizing Library Digital Content Purchases from OverDrive, Inc.

Consideration and possible action to appropriate funds to purchase digital library materials from OverDrive, Inc. in a total amount not to exceed $150,000.00 for Fiscal Year 2027 -- Sally Miculek, Library Services Director

5.I Friends of Georgetown Public Library MOU

Consideration and possible action to approve a Memorandum of Understanding between the City of Georgetown and the Friends of Georgetown Public Library related to fundraising efforts -- Sally Miculek, Library Director

5.J Consultation Agreement with Breakaway Public Relations and Georgetown Convention and Visitors Bureau

Consideration and possible action to approve a Consultation Agreement with Breakaway Public Relations for public relations services for an initial one-year term for a not to exceed amount of $60,000, for the City of Georgetown Convention and Visitors Bureau and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $300,000.00 -- Kim Mcauliffe, Downtown & Tourism Director

5.K PerfectMind Contract Renewal

Consideration and possible action to approve a two (2) year extension with PerfectMind Inc. for parks and recreation management software in an amount not to exceed $102,408.80 -- Eric Nuner, Parks and Recreation Director

5.L Garden Club Fee Waiver for Community Center Rental

Consideration and possible action to approve a request from the Georgetown Garden Club to waive the rental fee for the Community Center with regard to the Arbor Day Celebration and Flower Show in the Community Center and Sunken Garden on November 9 and 10, 2026 -- Shannon Biddle, Executive Assistant to the City Manager

5.M Tree Pruning and Removal Contract with Legacy Arbor Care for City Facilities and Parks

Consideration and possible action to award a contract to Legacy Arbor Care for tree pruning and removal services for an initial one-year term in an amount of $ 250,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $1,250,000.00 -- Eric Nuner, Parks and Recreation Director

5.N Tree Pruning and Removal Contract with Certified Arbor Care for City Facilities and Parks

Consideration and possible action to award a contract to Certified Arbor Care for tree pruning and removal services for an initial one-year term in an amount of $ 250,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $1,250,000.00 -- Eric Nuner, Parks and Recreation Director

5.O Third Amendment to Contract No. 22 -0051 with Wastewater Transport Services, LLC

Consideration and possible action to approve an amendment to the sludge hauling and disposal services agreement between the City and Wastewater Transport Services, LLC, Contract No. 22-0051, increasing the not -to-exceed amount from $ 750,000.00 to $1,150,000.00 during the fourth renewal term -- Tim Walker, Water Utility Assistant Director

5.P Hauling, Storing and Disposal Services Bid Rejection

Consideration and possible action to reject all bids associated with RFP No. 202632 for hauling, storing and disposal services -- Tim Walker, Assistant Water Utility Director

5.Q Construction Contract with Lupe Rubio Construction for the Cedar Hollow Waterline Improvements

Consideration and possible action to award a construction contract to Lupe Rubio Construction Company Inc. from Kingsland, TX, for the Cedar Hollow Waterline Improvements in the amount of $5,721,013.59 -- Wesley Wright, P.E., Systems Engineering Director and David Herzog, CIP Manager

5.R Fourth Amendment to Task Order 18-001-TO with Walker Partners, LLC. for the Berry Creek Interceptor Project

Consideration and possible action to approve the Fourth Amendment to Task Order 18-001-TO with Walker Partners, LLC. for professional services related to the Berry Creek Interceptor Project in the amount of $99,763.23 -- Wesley Wright, P.E., Systems Engineering Director

5.S Emergicon EMS Billing

Consideration and possible action to approve an Agreement with Emergicon, LLC for ambulance and emergency services third-party billing and accounts receivable management specialized services -- John Sullivan, Fire Chief

5.T Interlocal Agreement with Williamson County for Ronald Reagan Roadway Improvements from FM 3405 to SH 195

Consideration and possible action on an Interlocal Agreement with Williamson County for the construction of Ronald Reagan Roadway Improvements from FM3405 to Rattlesnake Road in the amount of $875,525.09 -- Wesley Wright, PE, Systems Engineering Director

5.U Concrete and Asphalt Repairs Contract with Bennett Paving

Consideration and possible action to award a contract to Bennett Paving for concrete and asphalt repairs for an initial one-year term in an amount of $300,000.00 and to authorize the City Manager to execute up to four additional one -year renewals for a total not-to-exceed amount of $1,500,000.00 -- Tim Walker, Water Utility Assistant Director

5.V Concrete and Asphalt Repairs Contract with Texas Patriot

Consideration and possible action to award a contract to Texas Patriot for concrete and asphalt repairs for an initial one-year term in an amount of $300,000.00 and to authorize the City Manager to execute up to four additional one -year renewals for a total not-to-exceed amount of $1,500,000.00 -- Tim Walker, Water Utility Assistant Director

5.W Construction contract for Williams Drive Intersection Improvements at Lakeway/Booty's Crossing

Consideration and possible action to award a contract to Patin Construction of Taylor, Texas for the Construction of the Williams Drive Intersection Improvements at Lakeway/Booty's Crossing in the amount of $2,958,318.04 -- Wesley Wright, P.E., Systems Engineering Director / David Herzog, CIP Manager

5.X Task Order KPA-27-001 for FY2027 New Development Plan Review

Consideration and possible action to approve Task Order KPA-27-001 for FY2027 New Development Plan Review professional engineering services with Kasberg, Patrick, and Associates, LP, of Georgetown, Texas, in the amount of $120,000.00 -- Wesley Wright, P.E., Systems Engineering Director, and Caleb Fuhrer, P.E., Assistant Systems Engineering Director

5.Y Award of RFP 202604 for Advanced Metering Infrastructure (AMI) Agreement to Landis Gyr Technology, Inc.

Consideration and possible action to approve a Master Agreement with Landis-Gyr Technology, Inc. for an Advanced Metering Infrastructure (AMI) system, Meter Data Management System (MDMS), Customer Portal, and streetlight control, including electric meter exchange and network installation, pursuant to RFP No. 202604, in an amount not to exceed $10,500,000.00 for system implementation through Final System Acceptance, and an amount not to exceed $14,500,000.00 for fifteen (15) years of support and maintenance following Final System Acceptance -- Daniel Bethapudi, Electric Utility General Manager

Victoria Sirimarco, Chief Business Officer - Electric, presented and reviewed the project team; development of the RFP (Request for Proposal); why the AMI replacement is required; process of selecting the AMI replacement; needs assessment; AMI/MDM requirements; REP development; vendor selection process; RFP distribution; response evaluation; Landis & Gyr selection; agreement structure; budget; Landis & Gyr implementation costs; implementation schedule; Landis & Gyr costs through system acceptance; and AMI project planning and key tasks. She added that on October 15, 2026, the Electric Utility Advisory Board recommended the approval of the Agreement with Landis & Gyr for the Electric AMI, CP, and MDMS systems.

General discussion among Council and staff, including Mike Maldonado, Electric Metering Operations Supervisor, regarding the number of meters that will be changed out; the City's responsibility for replacing meters; metering technology; length of time needed to replace meters; costs for the project; annual maintenance agreement; and how the new meter types will be used going forward once acceptance testing is completed.

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

5.Z Agreement with Pedernales Electric Cooperative, Inc. for the Extension of Electric Facilities

Consideration and possible action to approve an agreement with Pedernales Electric Cooperative, Inc. for the extension of electric facilities across the City's Daniels Mountain Pump Station Site in order to allow for the extension of electric facilities needed in connection with the City's operation of the site, and to authorize the City Manager to execute the agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.AA Terminable Utility Easement with Pedernales Electric Cooperative, Inc.

Consideration and possible action to approve the conveyance of a terminable utility easement to Pedernales Electric Cooperative, Inc., across a specific area on the City's Daniels Mountain Pump Station site in order to provide electric service to the site, and to authorize the City Manager to execute the terminable utility easement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.AB 2026-4-ABD Abandonment of One Access Easement and a Portion of Another Access Easement within Daniels Mountain Phase One

Consideration and possible action to approve by Resolution and Quitclaim, the abandonment of one Access Easement and a portion of another Access Easement situated in the Daniels Mountain Phase 1 Subdivision for the benefit of Vale Building Group, LLC, C.A. Doose and Company, LLC, Patrick Henry Stanford Jr., and Patrick Henry Stanford III and to authorize the Mayor to execute all necessary documents to effectuate the abandonment -- Colin Davidson, Real Estate Program Manager

5.AC Second Reading - 2026-13-SUP - 2303 S Austin Ave

Second Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Service, General, in the General Commercial [C3] zoning district on the property located at 2303 S Austin Ave, bearing the legal description of 0.95 Acres, Lot 7A, Block 1, Highland Park (BLK 1 LTS 7 & 8 AMD) (2026-13-SUP) -- Hunter Gould, Planner

5.AD Second Reading - Ordinance designating Reinvestment Zone No. 2026-003

Second Reading of an Ordinance designating Reinvestment Zone No. 2026-003 -- Cameron Goodman, Economic Development Director

6. Legislative Regular Agenda

6.A Public Hearing - Heirloom Public Improvement District (PID)

Public Hearing on Proposed Assessments to be Levied against property in the Heirloom Public Improvement District -- Nick Woolery, Assistant City Manager

Kyle Shafman with P3 Works, the City's PUD administrator, presented Items 6.A and 6.B together and reviewed the PID background; timeline; purpose; and assessment Ordinance.

Mayor Schroeder opened and closed the public hearing at 7:10 p.m., as there were no speakers.

No Council action was required for the item.

6.B **Second Reading - Levying Special Assessments for Heirloom PID**

Second Reading of an Ordinance levying special assessments for, and apportioning the costs of, certain improvements to Property in and for the Heirloom Public Improvement District Major Improvement Area; fixing a charge and lien against all properties within the Major Improvement Area of the District, and the Owners thereof; providing for the manner and method of collection of such assessments; providing for penalties and interest on delinquent assessments; making a finding of special benefit to Property in the District and the real and true owners thereof; and approving a Service and Assessment Plan -- Nick Woolery, Assistant City Manager

Shafman read the Ordinance caption.

The Council had no comments or questions on the item.

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

6.C **First and Final Reading - Ordinance Authorizing Issuance of Bond for Heirloom Public Improvement District (PID)**
Consideration and possible action to approve on first and final reading an Ordinance authorizing the issuance of the "City Of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)"; approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and Other Agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and Providing an effective date -- Nick Woolery, Assistant City Manager

Shafman presented the item and read the Ordinance caption.

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

6.D Resolution Finding of Public Convenience and Necessity and Authorizing Eminent Domain Proceedings - Wolf Ranch Parkway Road Expansion Project from SH29 to Rivery Boulevard

Consideration and possible action to approve a Resolution of Public Convenience and Necessity pursuant to Government Code Section 2206.053, thereby authorizing finding that portions of property located at 141 Belford Street, Georgetown, Texas 78628, currently owned by Owners Association of Wolf Ranch Residential Community Association, Inc., is necessary for the Wolf Ranch Road Improvements Project; and authorizing eminent domain proceedings for the acquisition of fee simple right-of -way ("ROW"), drainage easement and temporary construction easement, or any lesser interest from said property -- Scott Mikel, Real Estate Services Coordinator

Mikel presented and reviewed an overview of the project; project location and limits; impacted land parcel; previous Council action and ROW acquisition status; requirements of Texas Property Code Chapter 21; and the action required for the item.

General discussion among Council and staff, including Nick Woolery, Assistant City Manager, regarding the ownership of the property; the community benefit of the project; and how the HOA is run by the developer.

City Secretary, Robyn Densmore, did a roll call vote for the item.

Councilmember Garland left during the discussion of the item.

Moved by Jake French; seconded by Doug Noble to approve that the City Council of the City of Georgetown, by adopting the proposed Resolution pertaining to the Wolf Ranch Parkway Road Improvements Project, authorizes the use of the power of eminent domain to acquire the necessary fee simple rights, and/or easement rights, and/or lesser interest from portions of property in the Joseph P. Pulsifer Survey No. 3G, Abstract No. 498, Williamson County, Texas, located at 141 Belford St., Georgetown, TX 78628, currently owned by Owners Association of Wolf Ranch Residential Community Association, Inc.; such portions of property being more fully described in Exhibit "A" of the proposed Resolution for this Agenda Item; and further move that the first record vote applies to all units of property to be condemned.
Motion Approved: 5- 1
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, and Doug Noble
Voting Against: Ben Stewart

6.E Resolution Finding of Public Convenience and Necessity and Authorizing Eminent Domain Proceedings Resolution - Memorial Drive Improvements Project from River Chase Blvd. to Wolf Lakes Dr.

Consideration and possible action to approve a Resolution of Public Convenience and Necessity pursuant to Government Code Section 2206.053 finding that a portion of property located at 750 Memorial Drive, Georgetown TX 78626, currently owned by ALJD-GTTX, LLC, is necessary for the Memorial Drive Improvements Project; and authorizing eminent domain proceedings for the acquisition of a drainage easement, or any lesser interest from said property -- Scott Mikel, Real Estate Services Coordinator.

Mikel presented an overview of the Memorial Drive Improvement project, including the project location and limits; the impacted parcel; previous Council action and the status of drainage easement acquisition; requirements of Texas Property Code Chapter 21; and the action required for the item.

General discussion among Council and staff, including Wes Wright, Systems Engineering Director, regarding the need for the land for drainage improvements.

City Secretary, Robyn Densmore, did a roll call vote for the item.

Moved by Doug Noble; seconded by Jake French to approve that the City Council of the City of Georgetown, by adopting the proposed Resolution pertaining to the Memorial Drive Improvements Project, authorizes the use of the power of eminent domain to acquire the necessary drainage easement from a portion of a property in the Joseph P. Pulsifer Survey No. 3G, Abstract No. 498, Williamson County, Texas, located at 750 Memorial Drive, Georgetown, TX 78626, currently owned by ALJD- GTTX, LLC; such portion of property being more fully described in Exhibit "A" of the proposed Resolution for this Agenda Item.
Motion Approved: 5- 1
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, and Doug Noble
Voting Against: Ben Stewart

6.F First Reading - Ordinance approving a temporary pilot street patio program

First Reading of an Ordinance adding Chapter 12.035 to the Code of Ordinances approving a temporary pilot street patio program regulating the permitting, licensing, operation, maintenance, and use of street patios within the public right-of-way in accordance with Chapter 316 of the Texas Transportation Code -- Kelly Trietsch, Chief Development Officer

Trietsch presented and reviewed the program intent; revisions made to the Ordinance since the Workshop discussion; limiting the Ordinance to street patio licensing only; adding 3 blocks to the north for inclusion of the full 9 blocks; adding an additional 12 months to pilot the program for a total of 24 months; considering the max allowed parking space encumbrance; fee calculations; and relying on TABC regulations and removing references in the Ordinance.

Trietsch read the Ordinance caption.

General discussion among Council and staff regarding the possibility of expanding the boundaries to include a business that isn't currently in the boundaries and is interested in participating in the program; sidewalk cafés and exclusive uses; considerations when moving from the pilot to regular implementation; and allowing one café per restaurant.

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

6.G Public Hearing and First Reading - Serenity Ranch ETJ MUD

Public Hearing and First reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Consent Agreement" between the City and CR 150 QOZB, LP, a Delaware Limited Partnership, consenting to the creation of an ETJ Municipal Utility District over approximately 112 acres of land generally situated 1 mile east of IH35, with a small portion of the proposed district's northern boundary situation adjacent to County Road 150 -- Nick Woolery, Assistant City Manager

Woolery presented and reviewed the project timeline; Aerial Map; major components of the agreement; MUD Bond and tax rate requirements; parks, trails, and amenities; land use and development; project phasing; transportation; and water and wastewater services.

Woolery read the Ordinance caption.

General discussion among Council, applicant Rajeev Puri, and staff regarding road connectivity and density; ensuring that future changes will keep the properties on the tax rolls; future annexation possibilities; roads; flood plane; driveways; lane widths; disclosure of PID costs; total cost to the homeowners; if proposed roads constitute extraordinary benefits to the community; adding additional acreage to the plan in the future; and Future Land Use Plan for the area.

Mayor Schroeder opened and closed the public hearing at 8:20 p.m., as there were no speakers.

Moved by Jake French; seconded by Ben Butler to deny as presented.
Motion Failed: 2- 4
Voting For: Ben Butler, and Jake French
Voting Against: Amanda Parr, Kevin Pitts, Ben Stewart, and Doug Noble

Moved by Kevin Pitts; seconded by Ben Stewart to approve as presented.
Motion Approved: 4- 2
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, and Doug Noble
Voting Against: Ben Butler, and Jake French

6.H First Reading - 2026-1-DA - Sun City 14th Amendment

First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 55% maximum building coverage and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 (2026-1-DA) -- Ryan Clark, AICP, Assistant Planning Director

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

Adjournment

Mayor Schroeder adjourned the meeting at 8:22 p.m.

These minutes were approved at the meeting of _____.

_____ Mayor

_____ Attest

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Cancellation of the 12.22.2026 City Council Meeting

SUGGESTED ACTION:
Consideration and possible action to cancel the regular City Council meeting currently scheduled for December 22, 2026 -- Mayor Josh Schroeder

ITEM SUMMARY:
The second Council meeting is cancelled every year to allow staff time with their family during the holiday season.

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Canvassing November 3, 2026 Election Results

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution canvassing the votes of the November 3, 2026 Special Election, declaring the results to be official -- Robyn Densmore, City Secretary

ITEM SUMMARY:
This item is to formally accept the results of the November 3, 2026, Special Election. On the ballot City voters voted to approve Proposition A, "The reauthorization of the local sales and use tax in the City of Georgetown, Texas, at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets." The results as of time of posting the agenda are as follows:

Proposition A

For	30,492	74.57%
Against	10,401	25.43%
Total	40,893	100.00%

Final results will be received by the staff. If there are any changes in the final tabulation, they will be attached to the Resolution once received from the Williamson County Elections Department.

The preliminary numbers show a definitive approval of the proposition.

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Resolution - 2025-15-ABD Abandonment of a Portion of a Blanket Water Line Easement on a 68.368 Tract of Land North of Kauffman Loop and West of Ronald Reagan Boulevard

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution and Quitclaim to abandon a portion of a blanket water line easement situated north of Kauffman Loop and west of Ronald Reagan Boulevard, for the benefit of K29 1941 Investments LP, and to authorize the Mayor to execute all necessary documents to effectuate the abandonment -- Colin Davidson, Real Estate Program Manager

ITEM SUMMARY:
Resolution and Quitclaim to abandon a portion of a blanket water line easement for the property located at the northwest corner of Kauffman Loop and Ronald Reagan Boulevard.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Colin Davidson, City Attorney's Office/ Real Estate

ATTACHMENTS:
2025-15-ABD - Resolution_11.2.2026_Final.pdf
2025-15-ABD_QCD_11.2.2026_Final.pdf

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AUTHORIZING THE RELEASE AND ABANDONMENT OF A PORTION OF A BLANKET WATER LINE EASEMENT.

WHEREAS, Pete Kauffman, a predecessor-in-title to K29 1941 INVESTMENTS LP, a Texas limited partnership ("Owner") granted to the Chisolm Trail Water Supply Corporation a blanket water line easement over and across a 5-acre tract of land out of the M.H. Monroe Survey, Abstract No. 453 in Williamson County, Texas and a 530.45-acre tract of land situated upon the Greenleaf Fisk Survey, Abstract No. 5, the Noah Smithwick Survey, Abstract No. 590 and the M.H. Monroe Survey, Abstract No. 453 in Williamson County, Texas, both tracts being more particularly described in Volume 599, Page 911, of the Official Public Records of Williamson County, Texas for the purpose of facilitating the construction of a water line across the property; said water line easement being dedicated in Volume 957, Page 826 of the Official Public Records of Williamson County, Texas (the "Easement"); and

WHEREAS, Chisolm Trail Water Supply Corporation transferred the Easement to the City of Georgetown (the "City"); and

WHEREAS, K29 1941 INVESTMENTS LP, a Texas limited partnership, is the owner of a 68.368-acre tract of land in the William H. Monroe Survey, Abstract No. 453, the Noah Smithwick Survey, Abstract No. 590 and the Greenleaf Fisk Survey, Abstract No. 5 in Williamson County, Texas, as described in **Exhibit "A"** and depicted in **Exhibit "B"** attached hereto and made a part hereof for all purposes (the "Property), which Property is subject to the Easement; and

WHEREAS, the Owner wishes to develop the Property but the Easement is impeding development of the Property; and,

WHEREAS, the abandonment of that certain portion of the Easement that encumbers the Property (the "Portion of Easement to be Abandoned") would facilitate the development of the Property; and

WHEREAS, Owner has conveyed a public utility easement to the City as recorded in Document No. 2023073094 of the Official Public Records of Williamson County, Texas, thereby meeting the requirement of providing a replacement easement for the Portion of the Easement to be Abandoned; and,

WHEREAS, upon considering the request for the release and abandonment of the Portion of Easement to be Abandoned, the City Council finds that a public need for the Portion

of Easement to be Abandoned no longer exists and further finds that Owner has fulfilled the requirement to convey a replacement easement to the City in view of the public utility easement that the Owner has conveyed to the City pursuant to Document No. 2023073094 of the Official Public Records of Williamson County, Texas.

WHEREAS, nothing herein shall operate to release the remainder of the Easement or any other easement.

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

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 1. 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 Mayor is hereby authorized to execute a Quitclaim in substantially the same form attached hereto as **Exhibit "C"** and any other conveyance document(s) necessary to complete the release and abandonment of the Portion of Easement to be Abandoned, and the City Secretary is hereby authorized to attest thereto on behalf of the City of Georgetown.

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 be 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.

CITY OF GEORGETOWN

By: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Exhibit A

Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying
FirmID#F3791 Reg#10024900

68.368 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS

BEING A 68.368 ACRE TRACT OF LAND SITUATED IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 AND THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 136.852 ACRE TRACT OF LAND CONVEYED TO K29 1941 INVESTMENTS, LP. BY DEED RECORDED IN DOCUMENT NO. 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), BEING ALL OF A CALLED 1.000 ACRE TRACT OF LAND CONVEYED TO MELISSA GLASS, ET AL. BY DEED RECORDED IN DOCUMENT NO. 2023086540, O.P.R.W.C.TX., SAID 68.368 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, at a capped 1/2 inch iron rod found stamped "CBD SETSTONE" on the north line of a called 3.150 acre tract of land (Tract 1) conveyed to Williamson County by deed recorded in Document Number 2021026279, O.P.R.W.C.TX., on the southwest line of said 136.852 acre tract, for the southwest corner of Kauffman Loop (120' R.O.W.), as dedicated by plat in Kauffman Loop Extension, a subdivision recorded in Document No. 2024076165, O.P.R.W.C.TX., for the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, N58°44'41"W, with the southwest line of said 136.852 acre tract and the north line of said 3.150 acre tract, a distance of 316.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" on the east line of Lot 1C, Replat of Lot 1, Braun Commercial, a subdivision recorded in Document Number 2015003274, O.P.R.W.C.TX., for the southwest corner of said 136.852 acre tract,

THENCE, N15°30'52"E, with the east line of said Lot 1C, the west line of said 136.852 acre tract of land, the east line of a 2.71 acre tract of land, being a portion of said Lot 1C, conveyed to Williamson County MUD 19 by deed recorded in Document Number 2022110266, O.P.R.W.C.TX., the east line of Santa Rita Ranch South, Section 13, a subdivision recorded in Document Number 2017112162, O.P.R.W.C.TX., and the east line of Santa Rita Ranch South, Section 14, a subdivision recorded in Document Number 2016080445, O.P.R.W.C.TX., a distance of 1705.28 feet to a capped 1/2 inch iron rod found stamped "RJ",

THENCE, N06°02'12"W, with the west line of said 136.852 acre tract, the east line of said Santa Rita Ranch South, Section 14, the east line of Santa Rita Ranch South, Section 15, a subdivision recorded in Document Number 2015065398, O.P.R.W.C.TX., and the east line of Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, a subdivision recorded in Document Number 2019114872, O.P.R.W.C.TX., a distance of 1926.30 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" on the east line of said Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, being the west line of said 136.852 acre tract, same being a northwest corner of a called 3.593 acre tract of land conveyed to Williamson County, Texas in Document No. 2024022407, O.P.R.W.C.TX., being at the beginning of a curve to the left,

THENCE, over and across said 136.852 acre tract and with the west line of said 3.593 acre tract the following nine (9) courses and distances, numbered 1 through 9,

1) Along said curve to the left, having a radius of 8,148.00 feet, an arc length of 456.20 feet, and a chord that bears S37°48'40"E, a distance of 456.14 feet to capped 1/2 inch iron rod set stamped "CBD SETSTONE",
2) S39°24'54"E, a distance of 693.77 feet to a 1/2" iron rod found with an aluminum cap stamped "WILCO",
3) S27°48'30"E, a distance of 173.96 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE",
4) S39°24'54"E, a distance of 275.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE",
5) S49°29'38"E, a distance of 200.00 feet to a 1/2" iron rod found with an aluminum cap stamped "WILCO",

6) S39°24'54"E, a distance of 393.14 feet to a 1/2" iron rod found with an aluminum cap stamped "WILCO", being at the beginning of a curve to the right,
7) Along said curve to the right, having a radius of 3,351.62 feet, an arc length of 104.04 feet, and a chord that bears S37°25'28"E, a distance of 104.04 feet to a 1/2" iron rod found with an aluminum cap stamped "WILCO",
8) S31°55'20"E, a distance of 131.03 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE", being at the beginning of a curve to the right,
9) Along said curve to the right, having a radius of 3,339.50 feet, an arc length of 519.28 feet, and a chord that bears S30°56'39"E, a distance of 518.76 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" on the west line of said 3.593 acre tract and the north line of said Kauffman Loop,

THENCE, over and across said 136.852 acre tract and with the north line of said Kauffman Loop the following three (3) courses and distances, numbered 1 through 3,

1) S64°37'53"W, a distance of 584.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE", being at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 2,810.00 feet, an arc length of 1,636.84 feet, and a chord that bears S47°56'37"W, a distance of 1,613.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
3) S31°15'22"W, a distance of 65.93 feet to the **POINT OF BEGINNING** and containing 68.368 acres of land, as shown on the attached sketch.

Surveyed by: _____ 11/5/25

Eric Dannheim, R.P.L.S. NO. 6075
Carlson, Brigance and Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
SURVEY DATE: DECEMBER 13, 2024

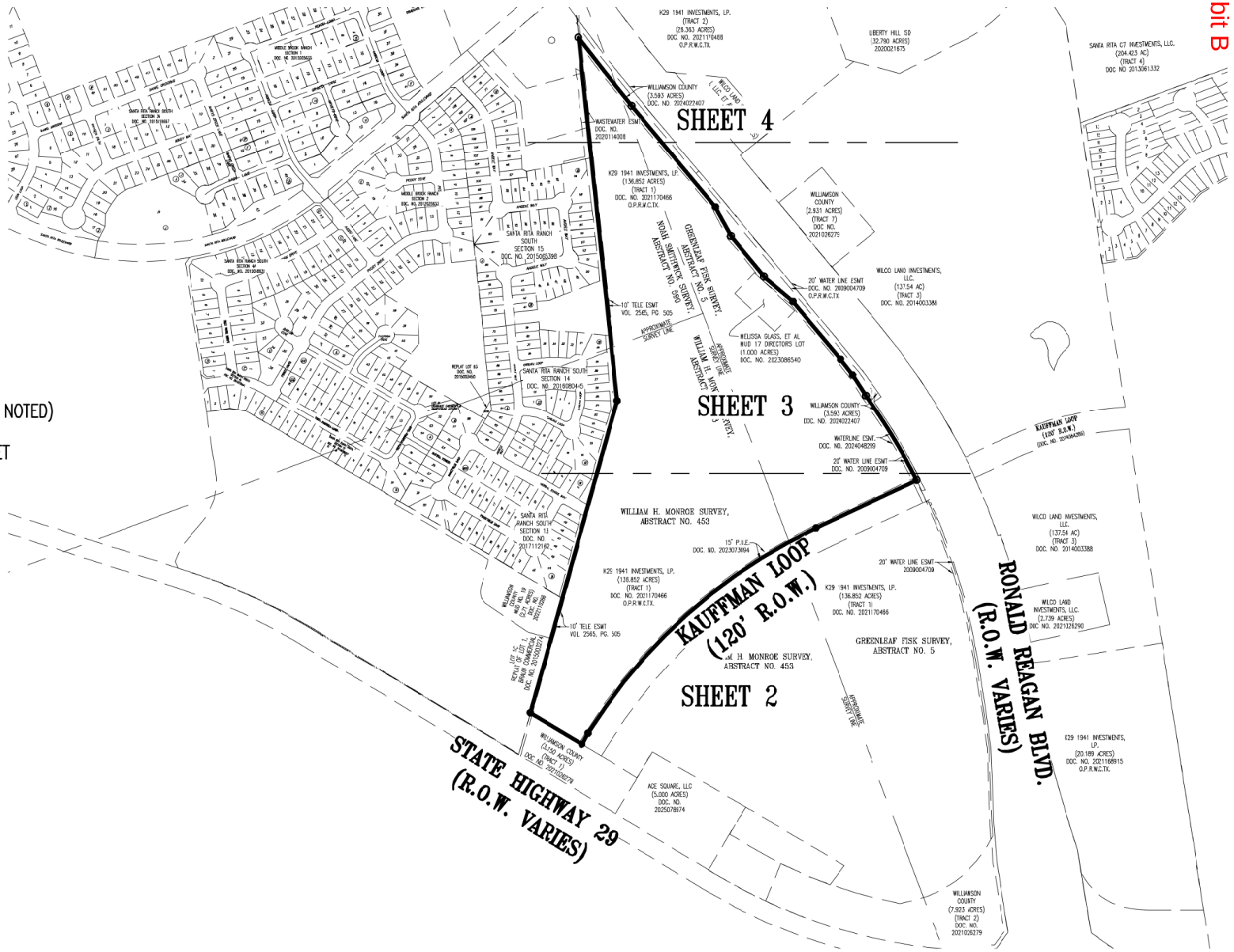
SKETCH TO ACCOMPANY FIELD NOTES

Exhibit B

SCALE: 1" = 800'

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"



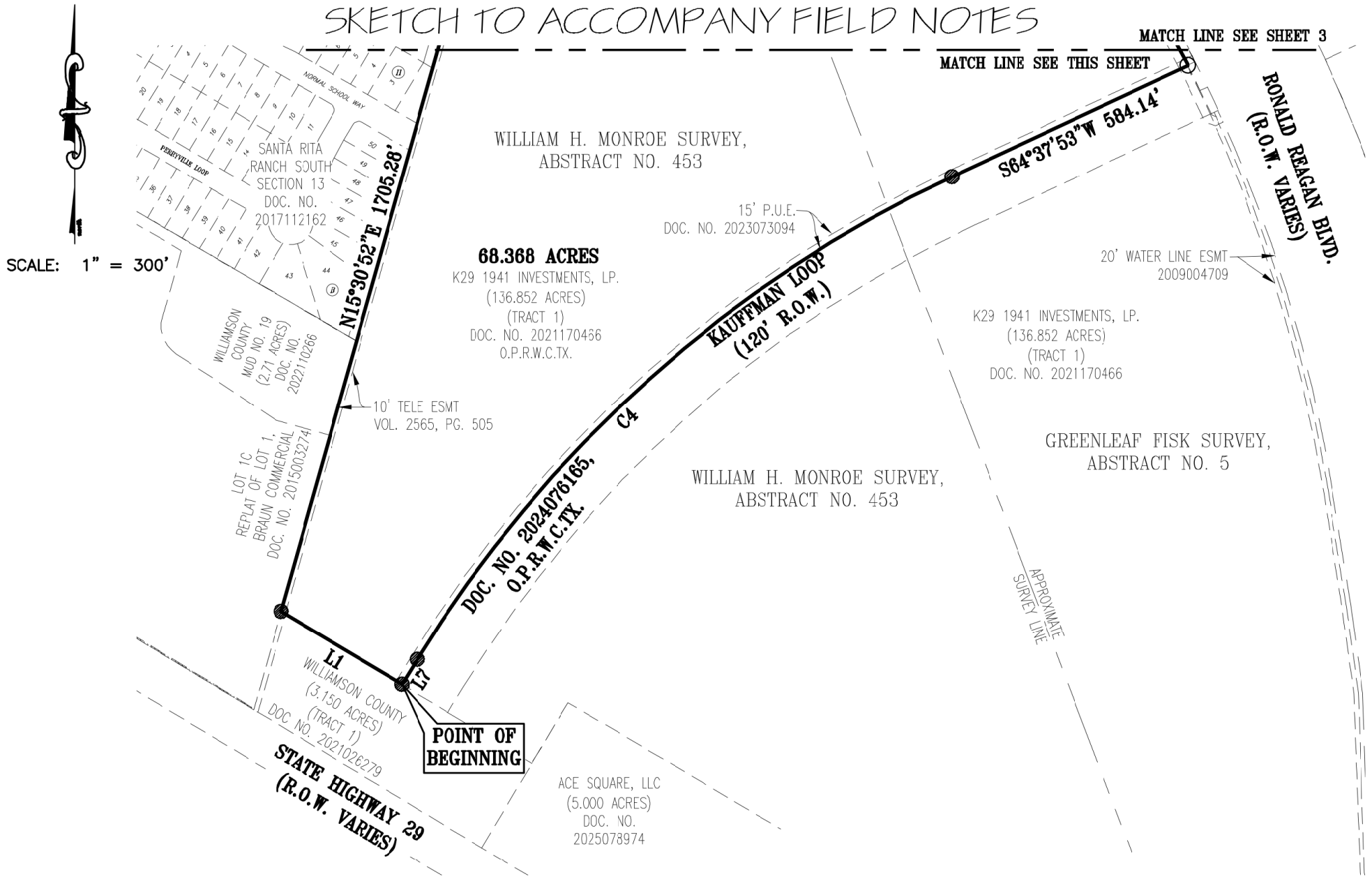
STATE OF TEXAS
REGISTERED
ERIC J. DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

11/5/25

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

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SKETCH TO ACCOMPANY FIELD NOTES



LEGEND

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

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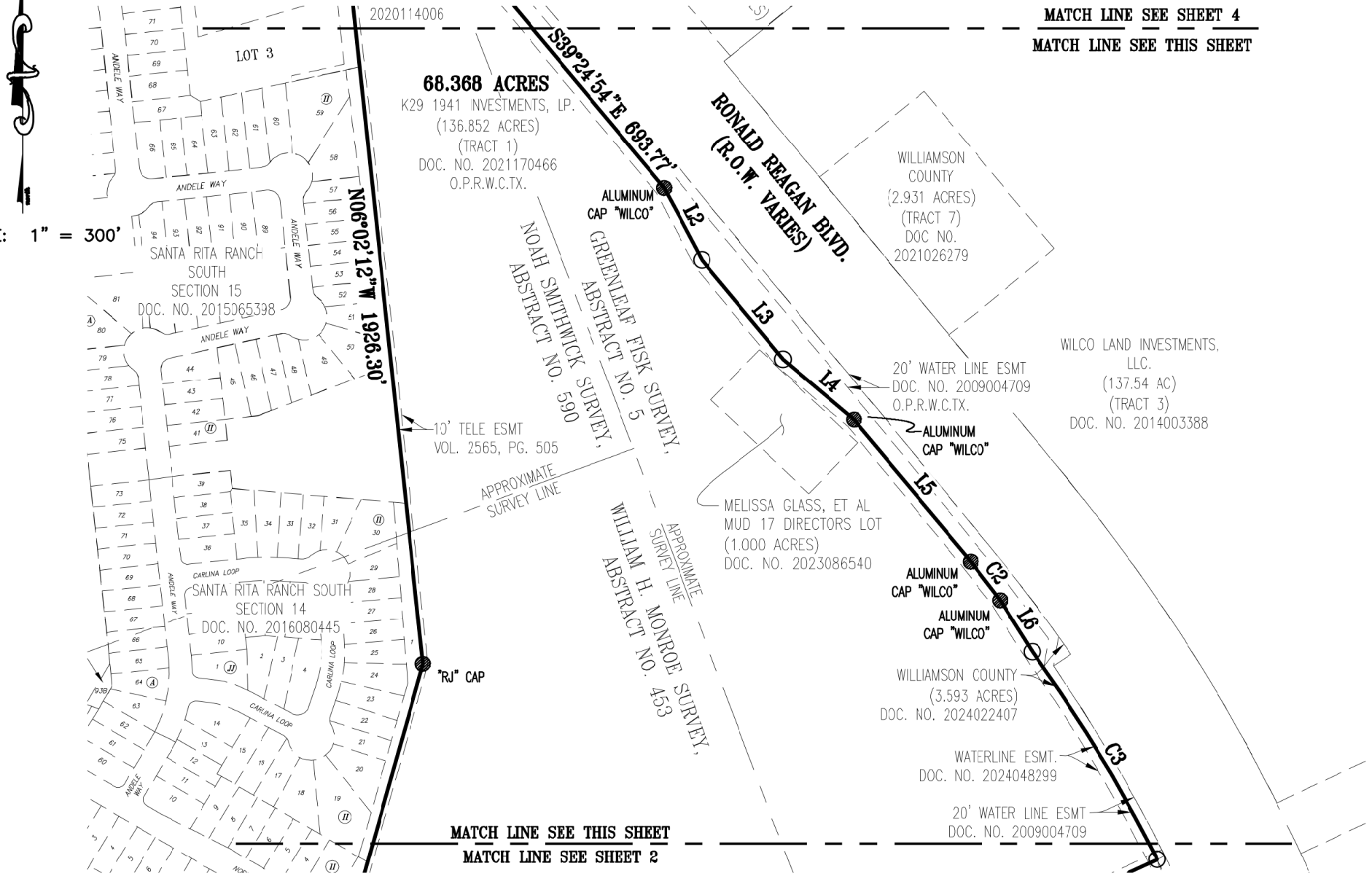

SCALE: 1" = 300'

LEGEND

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- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"

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

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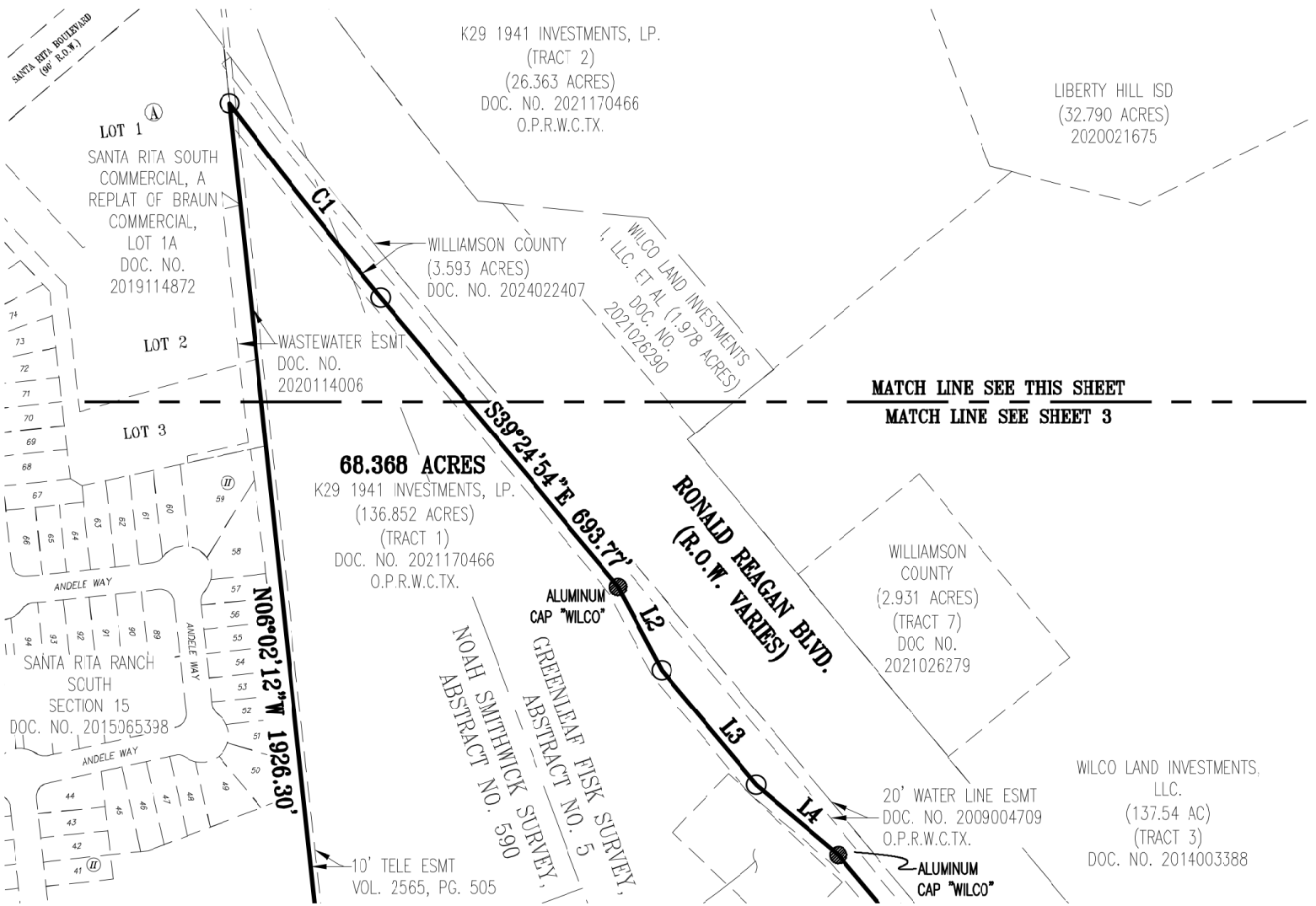

Line Table		
Line #	Length	Direction
L1	316.00	N58°44'41"W
L2	173.96	S27°48'30"E
L3	275.00	S39°24'54"E
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L5	393.14	S39°24'54"E
L6	131.03	S31°55'20"E
L7	65.93	S31°15'22"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	456.20	8148.00	S37°48'40"E	456.14	228.16	3°12'28"
C2	104.04	3351.62	S37°25'28"E	104.04	52.03	1°46'43"
C3	519.28	3339.50	S30°56'39"E	518.76	260.17	8°54'34"
C4	1636.84	2810.00	S47°56'37"W	1613.80	842.38	33°22'30"

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"

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

Carlson, Brigance & Doering, Inc.
FIRM ID #1'3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5351\Survey\M&B – 68.368 ACRES – K29 1941 INVESTMENTS LP

200

Exhibit C

QUITCLAIM

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

DATE: _____, 2026

GRANTOR: City of Georgetown, a Texas home-rule municipal corporation

GRANTOR'S MAILING ADDRESS: P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: K29 1941 INVESTMENTS LP, a Texas limited partnership

GRANTEE'S MAILING ADDRESS: 7143 Valburn Drive, Austin, Texas 78731

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

> All of Grantor's right, title and interest in and to a portion of that certain Right of Way Easement (General Type Easement) recorded in Volume 957, Page 826, of the Official Public Records of Williamson County, Texas, such portion of said easement being the portion of the easement that encumbers that certain 68.368-acre tract being more particularly described by metes and bounds in **Exhibit "A"** and depicted in **Exhibit "B"**, both exhibits attached hereto and incorporated herein by reference.

For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above described Property, to have and to hold it to GRANTEE, GRANTEE'S successors and assigns, forever. Neither GRANTOR, nor GRANTOR'S successors and assigns, shall have, claim or demand any right or title to the Property or any part of it.

EXECUTED this the _____ day of _____, 2026.

GRANTOR:

CITY OF GEORGETOWN

BY: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally appeared Joshua Schroeder, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___day of _____, 2026.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

QUITCLAIM

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

DATE: _____, 2026

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GRANTOR'S MAILING ADDRESS: P.O. Box 409, Georgetown, Williamson County, Texas 78627

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For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above described Property, to have and to hold it to GRANTEE, GRANTEE'S successors and assigns, forever. Neither GRANTOR, nor GRANTOR'S successors and assigns, shall have, claim or demand any right or title to the Property or any part of it.

EXECUTED this the _____ day of _____, 2026.

GRANTOR:

CITY OF GEORGETOWN

BY: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally appeared Joshua Schroeder, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___day of _____, 2026.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Exhibit A

Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

FirmID#F3791 Reg#10024900

68.368 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS

BEING A 68.368 ACRE TRACT OF LAND SITUATED IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 AND THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 136.852 ACRE TRACT OF LAND CONVEYED TO K29 1941 INVESTMENTS, LP. BY DEED RECORDED IN DOCUMENT NO. 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), BEING ALL OF A CALLED 1.000 ACRE TRACT OF LAND CONVEYED TO MELISSA GLASS, ET AL. BY DEED RECORDED IN DOCUMENT NO. 2023086540, O.P.R.W.C.TX., SAID 68.368 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, at a capped 1/2 inch iron rod found stamped "CBD SETSTONE" on the north line of a called 3.150 acre tract of land (Tract 1) conveyed to Williamson County by deed recorded in Document Number 2021026279, O.P.R.W.C.TX., on the southwest line of said 136.852 acre tract, for the southwest corner of Kauffman Loop (120' R.O.W.), as dedicated by plat in Kauffman Loop Extension, a subdivision recorded in Document No. 2024076165, O.P.R.W.C.TX., for the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, N58°44'41"W, with the southwest line of said 136.852 acre tract and the north line of said 3.150 acre tract, a distance of 316.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" on the east line of Lot 1C, Replat of Lot 1, Braun Commercial, a subdivision recorded in Document Number 2015003274, O.P.R.W.C.TX., for the southwest corner of said 136.852 acre tract,

THENCE, N15°30'52"E, with the east line of said Lot 1C, the west line of said 136.852 acre tract of land, the east line of a 2.71 acre tract of land, being a portion of said Lot 1C, conveyed to Williamson County MUD 19 by deed recorded in Document Number 2022110266, O.P.R.W.C.TX., the east line of Santa Rita Ranch South, Section 13, a subdivision recorded in Document Number 2017112162, O.P.R.W.C.TX., and the east line of Santa Rita Ranch South, Section 14, a subdivision recorded in Document Number 2016080445, O.P.R.W.C.TX., a distance of 1705.28 feet to a capped 1/2 inch iron rod found stamped "RJ",

THENCE, N06°02'12"W, with the west line of said 136.852 acre tract, the east line of said Santa Rita Ranch South, Section 14, the east line of Santa Rita Ranch South, Section 15, a subdivision recorded in Document Number 2015065398, O.P.R.W.C.TX., and the east line of Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, a subdivision recorded in Document Number 2019114872, O.P.R.W.C.TX., a distance of 1926.30 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" on the east line of said Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, being the west line of said 136.852 acre tract, same being a northwest corner of a called 3.593 acre tract of land conveyed to Williamson County, Texas in Document No. 2024022407, O.P.R.W.C.TX., being at the beginning of a curve to the left,

THENCE, over and across said 136.852 acre tract and with the west line of said 3.593 acre tract the following nine (9) courses and distances, numbered 1 through 9,

1) Along said curve to the left, having a radius of 8,148.00 feet, an arc length of 456.20 feet, and a chord that bears S37°48'40"E, a distance of 456.14 feet to capped 1/2 inch iron rod set stamped "CBD SETSTONE",
2) S39°24'54"E, a distance of 693.77 feet to a 1/2" iron rod found with an aluminum cap stamped "WILCO",
3) S27°48'30"E, a distance of 173.96 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE",
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5) S49°29'38"E, a distance of 200.00 feet to a 1/2" iron rod found with an aluminum cap stamped "WILCO",

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7) Along said curve to the right, having a radius of 3,351.62 feet, an arc length of 104.04 feet, and a chord that bears S37°25'28"E, a distance of 104.04 feet to a 1/2" iron rod found with an aluminum cap stamped "WILCO",
8) S31°55'20"E, a distance of 131.03 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE", being at the beginning of a curve to the right,
9) Along said curve to the right, having a radius of 3,339.50 feet, an arc length of 519.28 feet, and a chord that bears S30°56'39"E, a distance of 518.76 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" on the west line of said 3.593 acre tract and the north line of said Kauffman Loop,

THENCE, over and across said 136.852 acre tract and with the north line of said Kauffman Loop the following three (3) courses and distances, numbered 1 through 3,

1) S64°37'53"W, a distance of 584.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE", being at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 2,810.00 feet, an arc length of 1,636.84 feet, and a chord that bears S47°56'37"W, a distance of 1,613.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
3) S31°15'22"W, a distance of 65.93 feet to the **POINT OF BEGINNING** and containing 68.368 acres of land, as shown on the attached sketch.

Surveyed by: _____ 11/5/25

Eric Dannheim, R.P.L.S. NO. 6075
Carlson, Brigance and Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
SURVEY DATE: DECEMBER 13, 2024

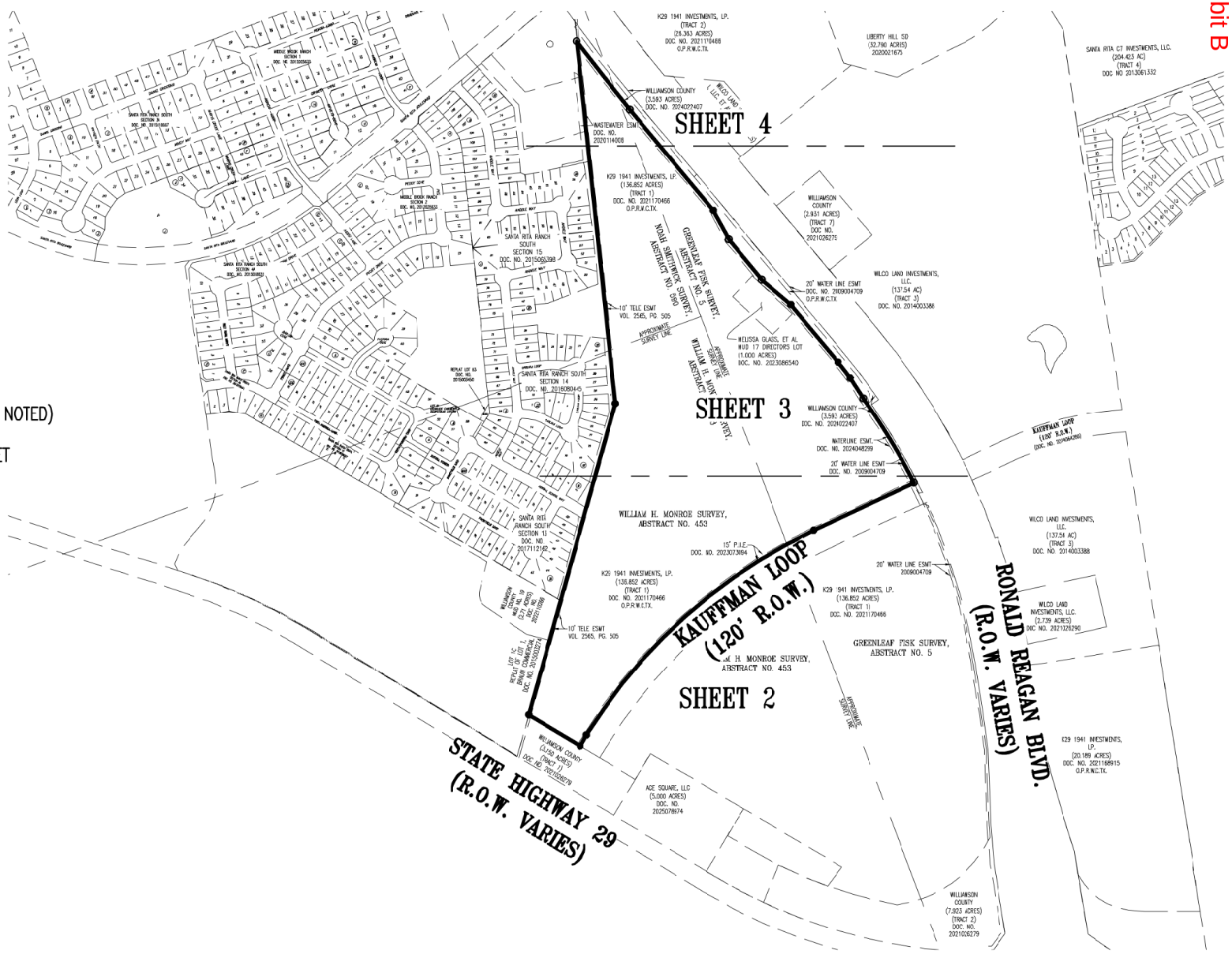
SKETCH TO ACCOMPANY FIELD NOTES

Exhibit B

SCALE: 1" = 800'

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"



STATE OF TEXAS
REGISTERED
ERIC J. DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

11/5/25

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

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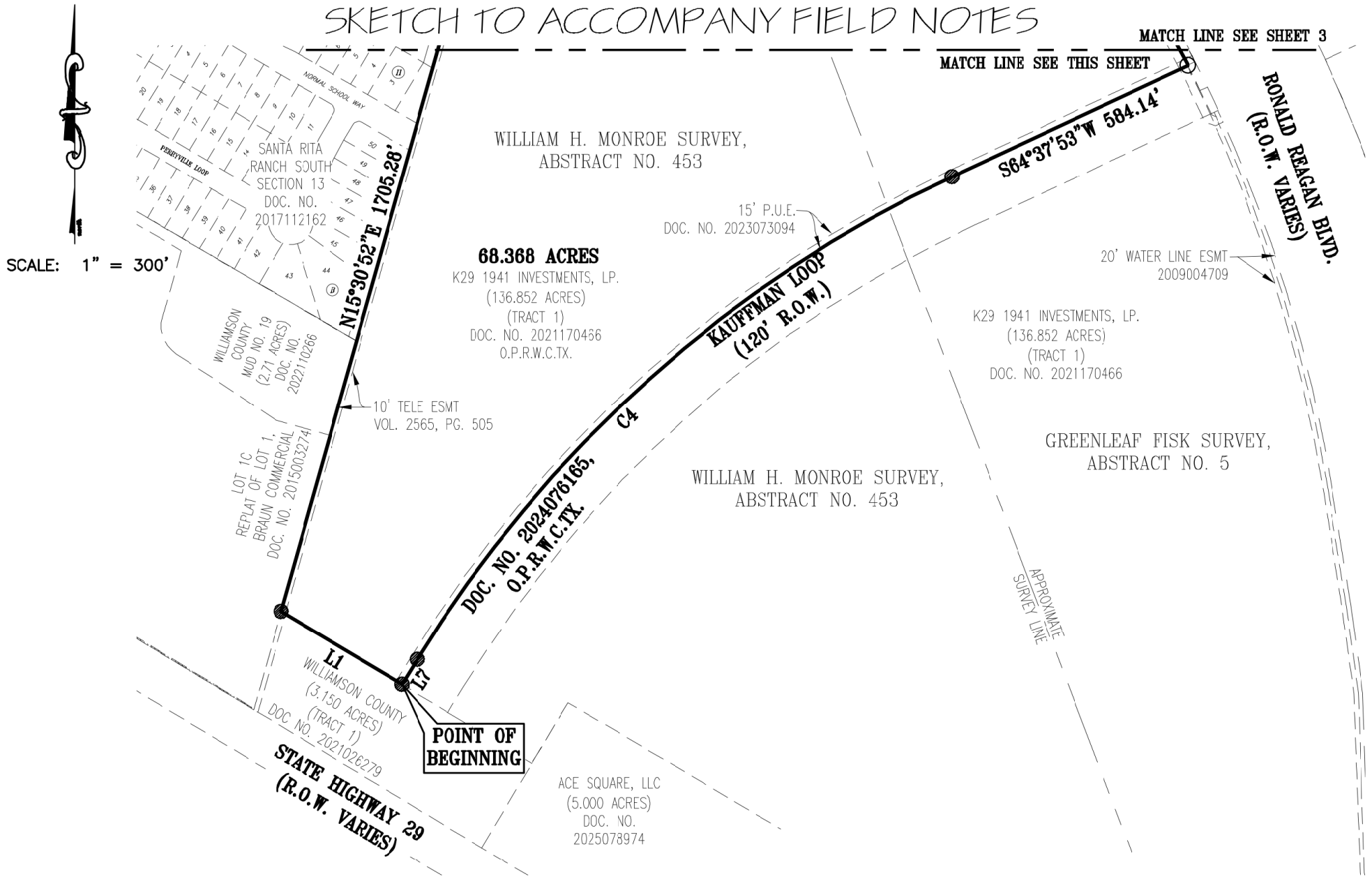
J:\AC3D\5351\Survey\M&B – 68.368 ACRES – K29 1941 INVESTMENTS LP

207

SKETCH TO ACCOMPANY FIELD NOTES



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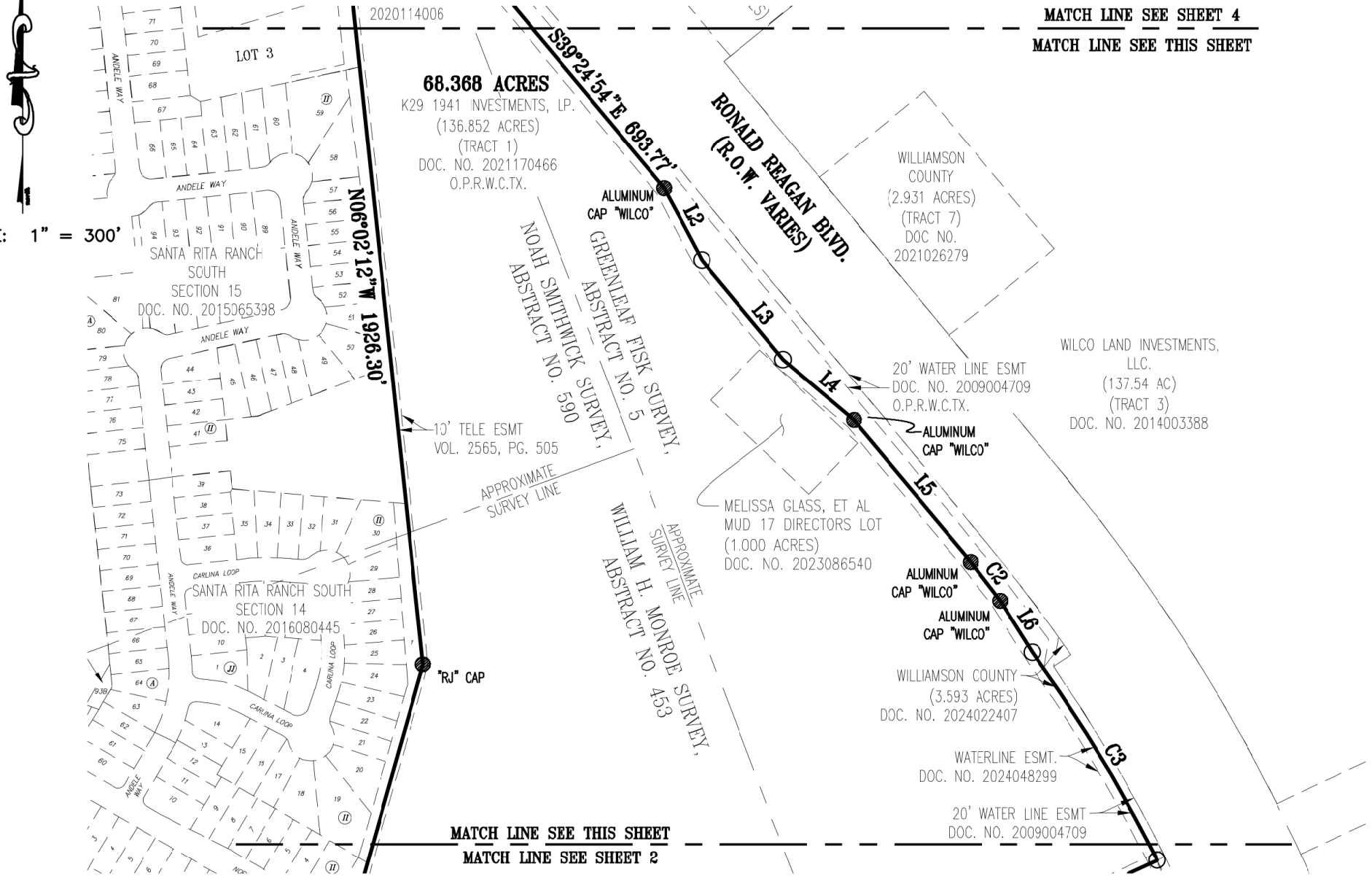

SCALE: 1" = 300'

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

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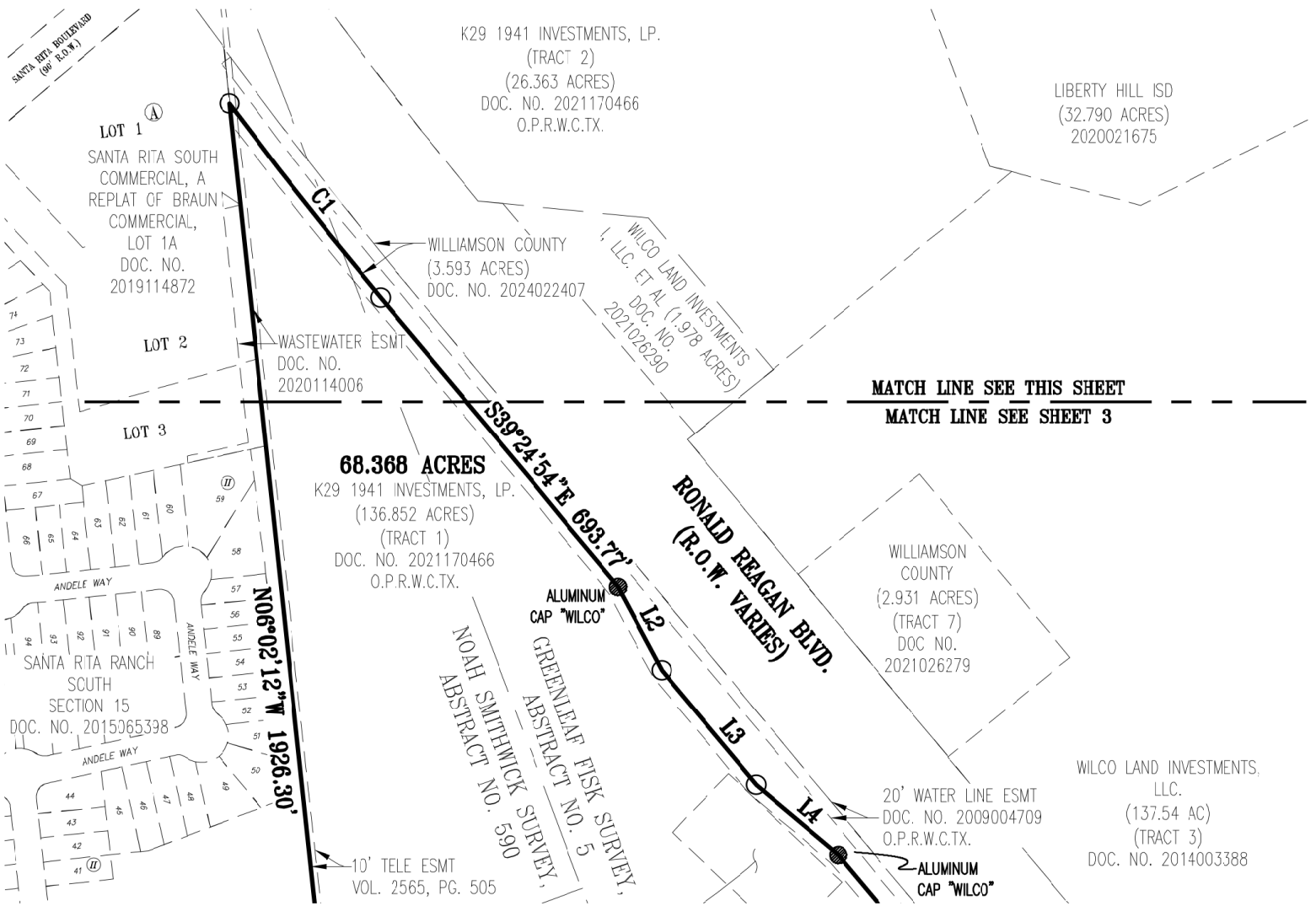

Line Table		
Line #	Length	Direction
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L3	275.00	S39°24'54"E
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- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"

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

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5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Resolution - Amend and Replace Resolution No. 051226-5.G to Transfer a Portion of Georgetown Retail Water Certificate of Convenience and Necessity to the City of Jarrell

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution amending and replacing the Texas Water Code Section 13.248 and 16 Texas Administrative Code Section 24.253 Agreement approved by the City Council on May 12, 2026 by Resolution No. 051226-5.G regarding retail water certificate of convenience and necessity service area transfer -- Zane Brown, Strategic Projects Manager

ITEM SUMMARY:
Downsizing of Georgetown's water CCN area was discussed in City Council Workshops on August 26, 2025 and September 23, 2025. Following Council's direction, City staff reached out to neighboring cities to ascertain their interest in acquiring portions of Georgetown's retail water CCN that were in their city limits, extraterritorial jurisdiction, or otherwise serviceable by them. In response to that outreach effort, the City of Jarrell requested transfer of a 1,285.23- (+/-) acre area situated in the City of Jarrell's ETJ (the "Transfer Area"). The Transfer Area was a portion of the area described as "Area 4" in the August 26, 2025 City Council Workshop presentation. The City of Jarrell desires to be the retail water utility provider for the Transfer Area and has represented that it has the capacity and infrastructure to do so. Georgetown has no existing customers or water infrastructure in the Transfer Area, and no retail water supply infrastructure nearby. Feedback given to staff at the August 26, 2025 workshop and September 23, 2025 was that the City Council supported the transfer.

On May 12, 2026, the City Council approved Resolution No. 051226-5.G, approving the Texas Water Code Section 13.248 and 16 Texas Administrative Code Section 24.253 Agreement regarding the transfer of the Transfer Area to be filed with the PUC. Before filing took place at the PUC, the City of Jarrell requested that the Transfer Area be amended to exclude a certain tract that was originally included.

Georgetown has prepared the amended 13.248 "TEXAS WATER CODE SECTION 13.248 and 16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT REGARDING RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER," Petition to the PUC requesting approval of the Agreement, and other documents attached to this Resolution and is in support of the transfer.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Zane Brown, City Manager's Office

ATTACHMENTS:
CCN Transfer Agreement GT-Jarrell - Amended Agreement - FINAL.pdf
Georgetown to Jarrell General Location Map.pdf
Georgetown to Jarrell Detailed Map.pdf
Jarrell CCN Boundary Change - for Irvine Tract.pdf

AMENDED
TEXAS WATER CODE SECTION 13.248 and
16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT
REGARDING
RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER

This AMENDED TEXAS WATER CODE SECTION 13.248 AND 16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT REGARDING RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER (the "**Amended Transfer Agreement**") is by and between the CITY OF GEORGETOWN, TEXAS ("**Georgetown**"), a home rule municipality organized and existing under the laws of the State of Texas, and the CITY OF JARRELL, TEXAS ("**Jarrell**"), a general law, type "A" municipality existing under the laws of the State of Texas (individually a "**Party**," collectively, the "**Parties**"), in connection with the boundary lines of the water Certificates of Convenience and Necessity ("**CCNs**") held by Georgetown and Jarrell for the provision of retail water pursuant to the Texas Water Code.

RECITALS

WHEREAS, Georgetown is a municipal "retail public utility" and is the holder of retail water Certificate of Convenience and Necessity Number 12369 (the "**Georgetown Water CCN**"), authorizing Georgetown to provide retail water service to certain areas in Williamson, Burnet, and Bell Counties; and

WHEREAS, Jarrell is a municipal "retail public utility" and is the holder of retail water CCN Number 13214 (the "**Jarrell Water CCN**"), authorizing Jarrell to provide retail water service to certain areas in Williamson County; and

WHEREAS, the Parties previously entered into an agreement to transfer a portion of the Georgetown Water CCN to the Jarrell Water CCN (the "**Original Transfer Agreement")**, and now desire to enter into this Amended Transfer Agreement which will supersede and replace in all respects the Original Transfer Agreement.

WHEREAS, after the Parties' execution of the Original Transfer Agreement, the owner of a 258.861-acre tract of land situated within the transfer area described in the Original Transfer Agreement - referred to herein as the "Irvine Tract"- notified Jarrell and Georgetown that it did not desire to have the Irvine Tract transferred from Georgetown's Water CCN to Jarrell's Water CCN.

WHEREAS, Georgetown and Jarrell have agreed that the area requested to be transferred from Georgetown's Water CCN to Jarrell's Water CCN will not include the "Irvine Tract."

WHEREAS, the area that is now requested to be transferred is the area consisting of 1,026.369 acres (+/-), the general location which is shown in ***ATTACHMENT 1*** (the "**Amended Transfer Area**").

WHEREAS, Jarrell desires to become the sole retail water service provider to the land within the Amended Transfer Area; and

WHEREAS, no petition was ever filed with the Texas Public Utility Commission requesting approval of the Original Agreement, so no amendments to filings in a commission docket are required.

WHEREAS, as of the Effective Date, Georgetown has no retail water customers in the Amended Transfer Area, nor does Georgetown have any retail water infrastructure facilities in or near the Amended Transfer Area; and

WHEREAS, because there are no customers in the Amended Transfer Area as of the Effective Date, there will be no rate change associated with this Amended Transfer Agreement; and

WHEREAS, the Georgetown City Council and the Jarrell City Council each considered and approved this Amended Transfer Agreement at meetings conducted in compliance with the Texas Open Meetings Act.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

AGREEMENT

1. **Recitals.** The recitals herein set forth above are incorporated into this Amended Transfer Agreement for all purposes and are found to be true and correct.
2. **Purpose**. The purpose of this Amended Transfer Agreement is to commence the regulatory process to transfer the portion of the Georgetown Water CCN described in ***ATTACHMENT 1*** to the Jarrell Water CCN so that Jarrell will be the certificated provider of retail water service to customers in the Amended Transfer Area.
3. **Transfer of the Amended Transfer Area**. In accordance with Section 13.248 of the Texas Water Code ("**TWC**") and with 16 Texas Administrative Code ("**TAC**") Section 24.253, but at all times subject to the terms and conditions of this Amended Transfer

Agreement and approval of the Public Utility Commission of Texas (the "**PUC**"), Georgetown hereby agrees to the reduction and modification of the boundaries of the Georgetown Water CCN to transfer or cancel the Amended Transfer Area portion of the Georgetown Water CCN described in **ATTACHMENT 1**. In accordance with TWC § 13.248 and 16 TAC § 13.253, but at all times subject to the terms and conditions of this Amended Transfer Agreement and the approval of the PUC, Jarrell hereby agrees to the expansion and modification of the boundaries of the Jarrell Water CCN to include the Amended Transfer Area described in **ATTACHMENT 1**. Other than the transfer of the Amended Transfer Area from the Georgetown Water CCN to the Jarrell Water CCN, no other changes to the Georgetown Water CCN or the Jarrell Water CCN shall result from this Amended Transfer Agreement.

4. **PUC Petition**.

4.1. Jarrell and Georgetown agree to take all necessary steps to prepare, file, and advance an application or petition at the PUC to transfer the Amended Transfer Area from the Georgetown Water CCN to the Jarrell Water CCN (the "**Petition**") in compliance with Texas Water Code §§ 13.242(a), 13.301 and 16 Tex. Admin Code §§ 24.225(a), 24.239, 24.253, and any other applicable laws, rules or policies and obtain all other necessary regulatory approvals, if any.

4.2. Subject to Jarrell's obligation to reimburse Georgetown for its direct costs under **Section 5** of this Amended Transfer Agreement, Georgetown agrees to take the lead on preparing, filing, and advancing the Petition (including preparing the required maps), and Jarrell agrees to fully cooperate with Georgetown in the effort.

4.3. Georgetown shall prepare and submit the Petition to Jarrell for review within thirty (30) days after the Effective Date. Following approval of the Petition by the Parties' respective City Attorneys, or their duly authorized representatives, Georgetown shall file the Petition with the PUC within fifteen (15) business days and promptly provide Jarrell with the filing receipt and assigned PUC docket number. Neither Party shall unreasonably withhold or delay approval of the Petition.

4.4. If the Petition is contested, then: (a) if Jarrell and Georgetown mutually agree to pursue approval of the Petition by participating in the administrative hearing process, Jarrell shall take the lead in the litigation and Georgetown will cooperate with Jarrell in pursuing approval of the Petition and Jarrell expressly agrees to pay all litigation costs and expenses, including all reasonable litigation costs and expenses incurred by Georgetown, but neither Party is authorized to enter into any settlement agreement or agreed order, amend the Petition, or alter the Amended Transfer Area without the written consent of the other Party; or (b) if

one Party provides Notice to the other Party of its desire to withdraw the Petition (the "**Termination Notice**") rather than participate in the administrative hearing process, this Amended Transfer Agreement will be deemed terminated effective on the date that the Termination Notice was received, except that Jarrell's obligation to pay Georgetown as and when required by **Section 5** of this Amended Transfer Agreement shall survive termination. If on its own motion or after a contested case hearing the PUC does not issue an order approving the Petition, Jarrell may, at its sole option, cost and expense, appeal the PUC determination or terminate this Amended Transfer Agreement. Notwithstanding anything in this Section to the contrary, Jarrell's obligation under **Section 5** of this Amended Transfer Agreement to reimburse Georgetown for fees, costs and expenses associated with the Petition shall survive termination.

5. **Reimbursement of Georgetown's Direct Costs**.

5.1. Jarrell agrees that Georgetown shall not be required to incur any costs associated with efforts to transfer the Amended Transfer Area from the Georgetown Water CCN to the Jarrell Water CCN. As partial compensation for Georgetown's consent to transfer the Amended Transfer Area from the Georgetown Water CCN to the Jarrell Water CCN, Jarrell agrees to reimburse Georgetown for all fees, costs and expenses incurred by Georgetown related to negotiating and drafting of this Amended Transfer Agreement, the Petition, preparing maps required by the PUC, and any other related or required submittals and obtaining PUC approval of same including, without limitation, staff time billed at the rate of $40.00 per hour, reasonable attorney's fees, mapping services, and any other reasonable professional, administrative, or technical fees, costs and expenses related to same (collectively, "**Georgetown's Direct Costs**"). All reimbursable costs shall be reasonable, necessary, and directly attributable to the preparation, filing, and prosecution of the Petition. Georgetown shall provide reasonably detailed invoices identifying the services performed and expenses incurred. Georgetown shall obtain Jarrell's prior written approval before aggregate expenses exceeding $10,000. Jarrell shall not be responsible for costs attributable to Georgetown's negligence, unreasonable delay, or correction of errors caused by Georgetown.

5.2. On or before the close of business on the day that is forty-five (45) calendar days after receipt by Jarrell of a statement or invoice for Georgetown's Direct Costs (the "**Cost Reimbursement Due Date**"), Jarrell shall pay Georgetown the amount invoiced in readily available funds received via bank wire. Jarrell shall contact Georgetown to obtain bank wiring instructions at least seven (7) business days before the Cost Reimbursement Due Date. Invoices or statements for Georgetown's Direct Costs will be sent by Georgetown to Jarrell on a monthly or

other semi-regular basis as work progresses and continue until the transaction contemplated by this Amended Transfer Agreement is completed.

6. **Statutory Compensation Analysis**. The Parties acknowledge receipt of a compensation analysis dated _____ prepared by NewGen Strategies & Solutions, 275 W. Campbell Road, Suite 440, Richardson, TX 75080, relating to the value of the Amended Transfer Area calculated using the factors set forth in TWC § 13.254(g) and finding that no additional consideration is due for the decertification of the Amended Transfer Area other than payment by Jarrell of Georgetown's Direct Costs.

7. **Jarrell's Obligation to Serve**. Upon PUC approval of the transfer of the Amended Transfer Area to the Jarrell Water CCN, Jarrell shall be responsible for providing retail water service to the Amended Transfer Area under such terms and conditions as are allowed under the Jarrell Water CCN and any applicable governmental statutes and regulations.

8. **No Georgetown Obligation to Serve**. Upon PUC approval of the revisions to the Georgetown Water CCN boundary removing the Amended Transfer Area from the Georgetown Water CCN, Georgetown shall have no obligation to provide retail water service to the Amended Transfer Area.

9. **Notice**. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Amended Transfer Agreement. However, any formal notices or other communications ("**Notice**") required to be given by one Party to another by this Amended Transfer Agreement shall be given in writing specifically refer to this Amended Transfer Agreement, be in writing, be delivered by email AND by one of the following three non-electronic forms addressed to the Party to be notified at the address set forth below for such Party: The allowable non-electronic forms of notice are: (i) delivering the Notice in person, (ii) depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) depositing the Notice with FedEx or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified. Notice delivered by email shall be deemed received when sent, unless the sender receives a machine-generated message that delivery has failed. If the sender does receive a machine-generated message that delivery has failed, the sender must contact the appropriate City Secretary, obtain the correct email address, and re-send the Notice to the correct address. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified as reflected by a written receipt or confirmation. For the purposes of notice, the

addresses of the Parties, until changed as provided in **Section 10** of this Amended Transfer Agreement, shall be as follows:

Georgetown:
City of Georgetown
808 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Manager
Email: ms@georgetowntexas.gov

With required copies to:
City of Georgetown
809 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: Skye Masson, City Attorney
Email: legalgroup@georgetowntexas.gov

City of Georgetown
808 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: Zane Brown, MPSA, Strategic Projects Manager
Email: Zane.Brown@georgetowntexas.gov

Jarrell:
City of Jarrell
161 Town Center Blvd.
Jarrell, TX 76537
Attention: City Manager
Email: p.sherek@cityofjarrell.gov
With required copies to:
City of Jarrell
161 Town Center Blvd.
Jarrell, TX 76537
Attention: Stephan Pustejovksy, Jr., Water/Wastewater Superintendent
Email: Stephan.Pustejovsky@cityofjarrell.gov

City of Jarrell
161 Town Center Blvd.
Jarrell, TX 76537

Attention: Yvonne Spell, MPA, Growth & Infrastructure Coordinator
Email: yvonne.spell@cityofjarrell.gov

Tyler Stevens, City Attorney
City of Jarrell
Sheets, Childs & Sandre, PLLC
309 E. Main Street
Round Rock, Texas 78664
Email: tyler@scrrlaw.com

10. **Change of Address for Notice.** A Party may change its address for Notice by giving Notice of such change to the other Party in the same manner as described in **Section 9** of this Amended Transfer Agreement.
11. **Governing Law.** This Amended Transfer Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Williamson County, Texas, and it is agreed that any civil action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought in a court of competent jurisdiction sitting in Williamson County, Texas. It is agreed that any administrative law action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought at the PUC or its successor agency.
12. **Severability**. In the event one or more of the provisions contained in this Amended Transfer Agreement shall for any reason be held to be invalid, illegal, or unenforceable In any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amended Transfer Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. **Unintended Omission**. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision in this Amended Transfer Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.
14. **Limitation of Liability**. In no event shall either Party or any of its respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for any special, indirect, non-compensatory, consequential, incidental, punitive or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions irrespective of whether such damages are reasonably foreseeable or whether such claims arise in contract, tort (including negligence,

whether sole, joint, or concurrent or strict liability) or otherwise, arising out of this Amended Transfer Agreement.

15. **Effect of State and Federal Laws**. Notwithstanding any other provision of this Amended Transfer Agreement, the Parties shall comply with all applicable statutes or regulations of the PUC, the United States, and the State of Texas, and any rules implementing such statutes or regulations.

16. **Amendment**. This Amended Transfer Agreement shall not be amended except by written instrument signed by all Parties to this Amended Transfer Agreement.

17. **Time**. Time is of the essence in all things pertaining to the performance of this Amended Transfer Agreement.

18. **Authority for Execution**. Georgetown hereby certifies, represents, and warrants that the execution of this Amended Transfer Agreement is duly authorized and adopted in conformity with the laws, regulations, and ordinances applicable to the city. Jarrell hereby certifies, represents, and warrants that the execution of this Amended Transfer Agreement is duly authorized and adopted in conformity with the laws, regulations, and ordinances applicable to the city. Information pertaining to public notice per 16 TAC§ 24.253(c)(2) and (3) is attached hereto under **Exhibit B**, incorporated herein by this reference, consisting of a copy of the meeting agendas and minutes for the meetings during which this Amended Transfer Agreement was discussed and affidavits attesting to the date of those meetings.

19. **Foreign Terrorist Organizations**. Georgetown represents and certifies that, at the time of execution of this Amended Transfer Agreement neither Georgetown, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code. Jarrell represents and certifies that, at the time of execution of this Amended Transfer Agreement neither Jarrell, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

20. **Prohibition Against Boycotting Israel**. As required by Chapter 2270, Texas Government Code, Jarrell hereby verifies that Jarrell does not boycott Israel and will not boycott Israel through the term of this Amended Transfer Agreement, and Georgetown hereby verifies that Georgetown does not boycott Israel and will not boycott Israel through the terms of this Amended Transfer Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
21. **Entire Agreement.** This Amended Transfer Agreement and Attachment 1, which is incorporated into this Amended Transfer Agreement by reference, reflects the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in the connection herewith.
22. **Multiple Counterparts.** This Amended Transfer Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and which may be transmitted electronically, and all of which together shall be construed as one and the same instrument.
23. **Assignment**. This Amended Transfer Agreement may not be assigned by any Party, except by the prior written consent of the other Party.
24. **Effective Date**. This Amended Transfer Agreement is made to be effective on the latest date accompanying the signatures of the duly authorized representatives of the Parties appearing below (the "**Effective Date**").
25. **Effect on Original Transfer Agreement**. This Amended Transfer Agreement wholly supersedes and replaces the Original Transfer Agreement.

IN WITNESS WHEREOF, the Parties approved and executed this Amended Transfer Agreement to be effective on the Effective Date.

List of Attachments:
Attachment 1: Amended Transfer Area (location maps)

CITY OF GEORGETOWN, TEXAS
a Texas Home Rule Municipal Corporation

By: _____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
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 of Georgetown, Texas.

(seal)

_____
Notary Public State of Texas

CITY OF JARRELL, TEXAS
a Texas General Law, Type A - Municipal Corporation

By:_____
Name:Lori Allen
Title: Mayor

ATTEST:

_____
Dianne Peace, City Secretary

APPROVED AS TO FORM:

_____
Tyler Stevens, City Attorney

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____day of _____ _____, 2026 by Lori Allen, Mayor of the City of Jarrell, Texas, a general law, type-A city, on behalf of the City of Jarrell, Texas.

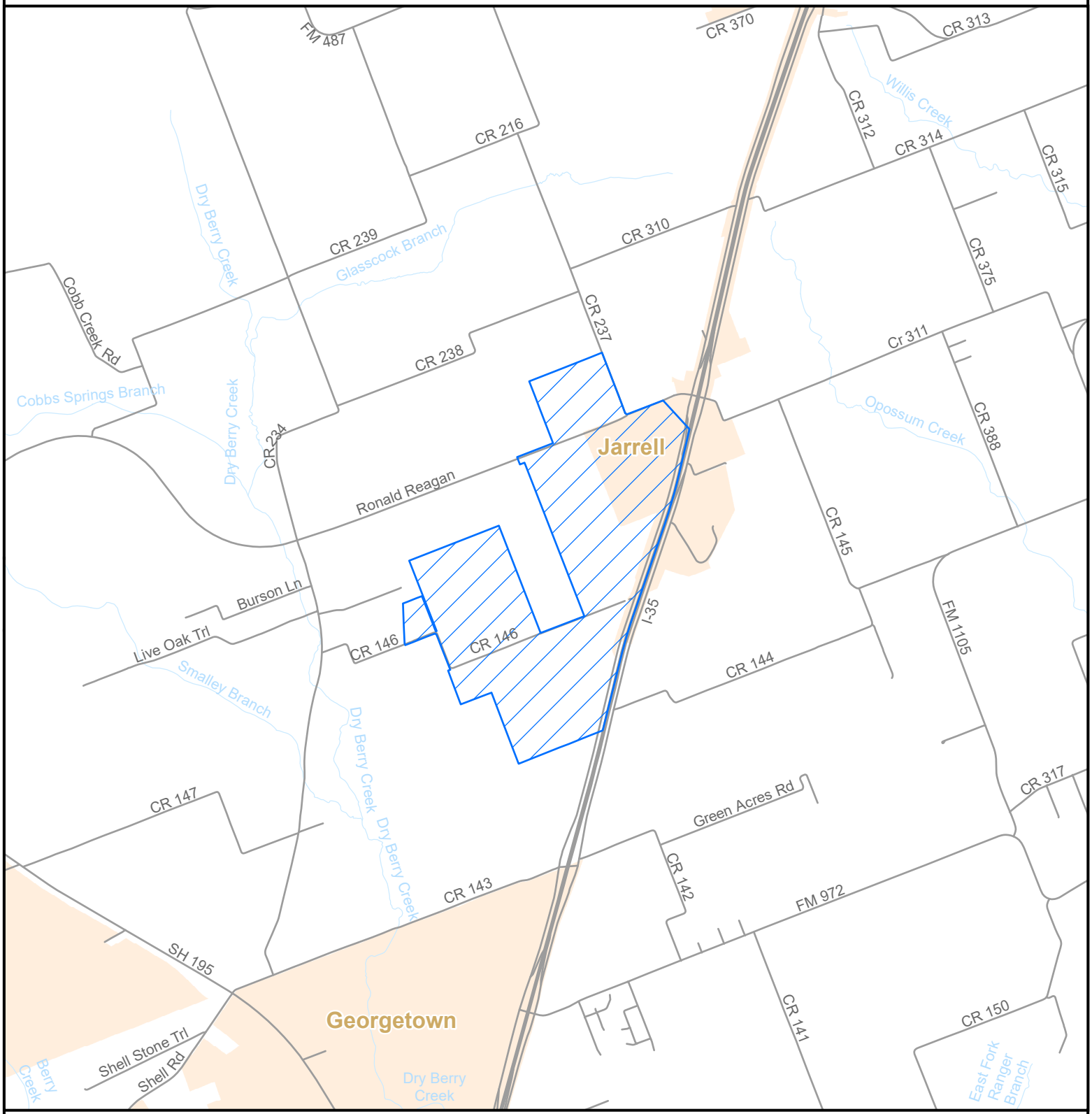
(seal)

_____
Notary Public State of Texas

ATTACHMENT 1 to AMENDED TRANSFER AGREEMENT
AMENDED TRANSFER AREA MAPS

(maps follow on separate pages)

13.248 Petition to Amend City of Georgetown (CCN No. 12369) and City of Jarrell (CCN No. 13214) in Williamson County



General Location Map

Legend

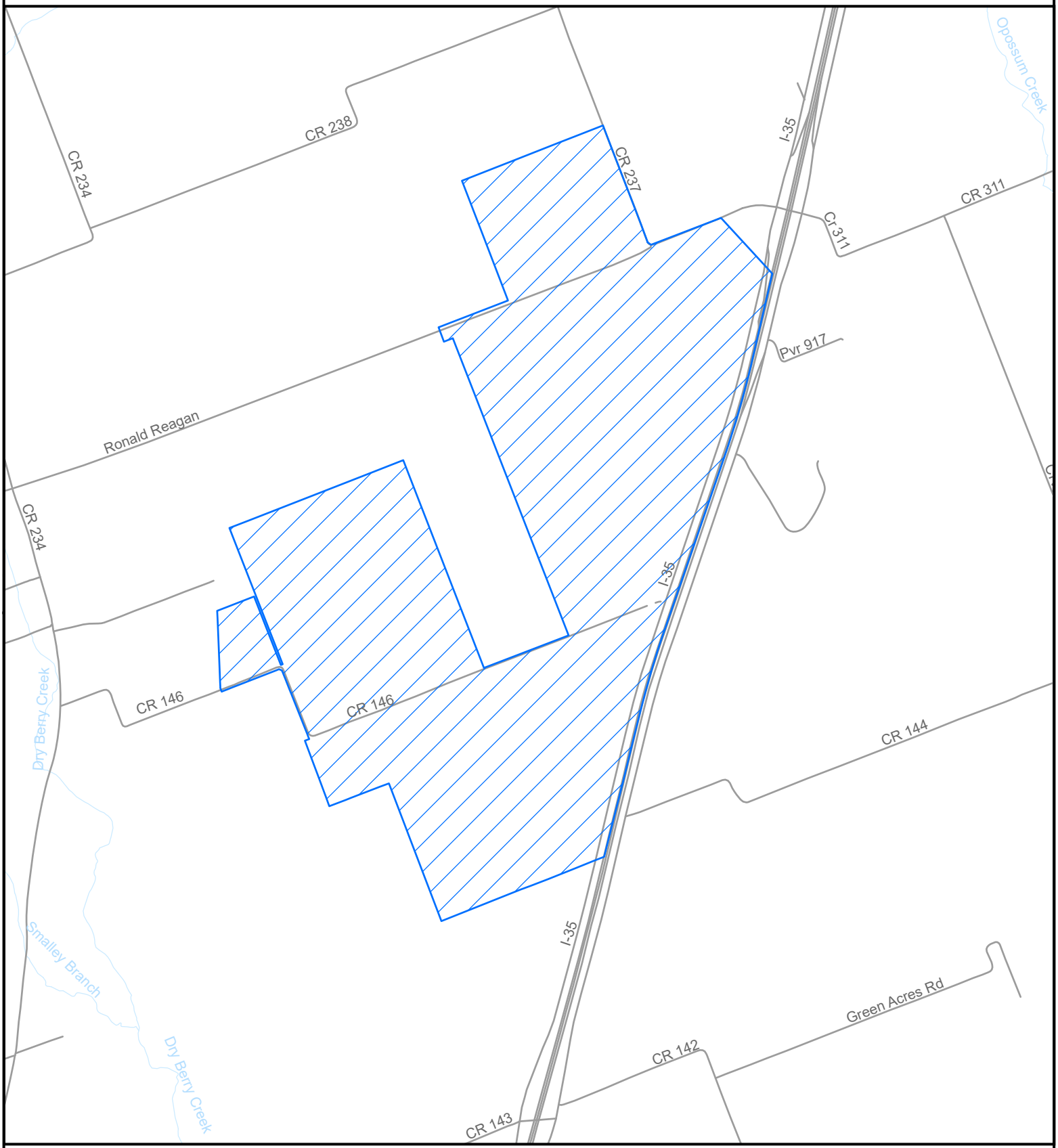
Requested Area to Transfer CCN No. 12369 to CCN No. 13214

N

Created by: Suzanne Burt
Date Created: September 28, 2026

Feet 0 2,000

13.248 Petition to Amend City of Georgetown (CCN No. 12369) and City of Jarrell (CCN No. 13214) in Williamson County



Detailed Map

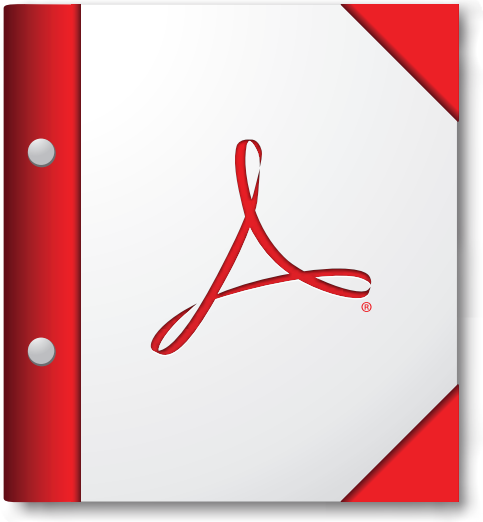
Legend

Requested Area to Transfer CCN No. 12369 to CCN No.10041

N

Created by: Suzanne Burt
Date Created: September 28, 2026

Feet 0 1,000 2,000



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City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Resolution - Energy Resource Plan Implementation

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution adopting the FY2026 Energy Resource Plan for the City of Georgetown Electric Utility, as presented to Council at the workshop on July 14, 2026 - Daniel Bethapudi, General Manager, Electric Utility

ITEM SUMMARY:
The FY2026 Energy Resource Plan provides a non-binding five-year roadmap for meeting the incremental power supply needed to serve the electric utility's forecasted load growth. The plan evaluated five portfolio alternatives against cost, risk, and reliability criteria, and recommends "Portfolio 2" as the preferred approach.

Portfolio 2 relies on incremental bilateral power purchases, supplemented by battery energy storage system (BESS) capacity, phased over the next five years. This suggested approach allows the utility to add supply in step with actual demand growth rather than committing to large, long-term capacity up front.
Staff presented the draft plan, the portfolio analysis, and the recommended strategy to Council at the July 14, 2026, workshop. The plan recommends a framework and procurement strategy for the utility. It is aligned with our existing risk management policies.

Staff presented the draft plan, the portfolio analysis, and the recommended strategy to Council at the July 14, 2026, workshop. The plan recommends a framework and procurement strategy for the utility. It is aligned with our existing risk management policies.

FINANCIAL IMPACT:

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
ERP Resolution - Final.pdf

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AUTHORIZING ADOPTION OF THE FY2026 ENERGY RESOURCE PLAN FOR THE CITY OF GEORGETOWN ELECTRIC UTILITY; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown's Electric Utility has undertaken an energy resource planning study to identify its forecasted power supply needs, and the potential options for procuring said power supply needs; and

WHEREAS, the City of Georgetown's Electric Utility is currently governed by its "Energy Risk Management Policy", which details its obligations to procure projected power needs; and

WHEREAS, the proposed Energy Resource Plan (the "Plan") provides a non-binding five-year roadmap for meeting the incremental power supply needed to serve the City of Georgetown's Electric Utility's forecasted load growth; and

WHEREAS, on June 18, 2026, the Plan was presented to the Electric Utility Advisory Board (the "Board") during the joint board council session, where the Board reviewed the Plan and recommend the Plan to the City Council; and

WHEREAS, on July 14, 2026, staff presented the Plan, the portfolio analysis, and the recommended strategy the City Council in workshop; and

WHEREAS, the City Council finds it to be in the best interest of the public to adopt the FY2026 Energy Resource Plan for the City of Georgetown Electric Utility, 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 non-binding recommendation from the FY2026 Energy Resource Plan for the City of Georgetown Electric Utility, is approved for implementation as shown in Exhibit A.

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 _____of _____, 2026.

ATTEST: **THE CITY OF GEORGETOWN:**

_____ _____

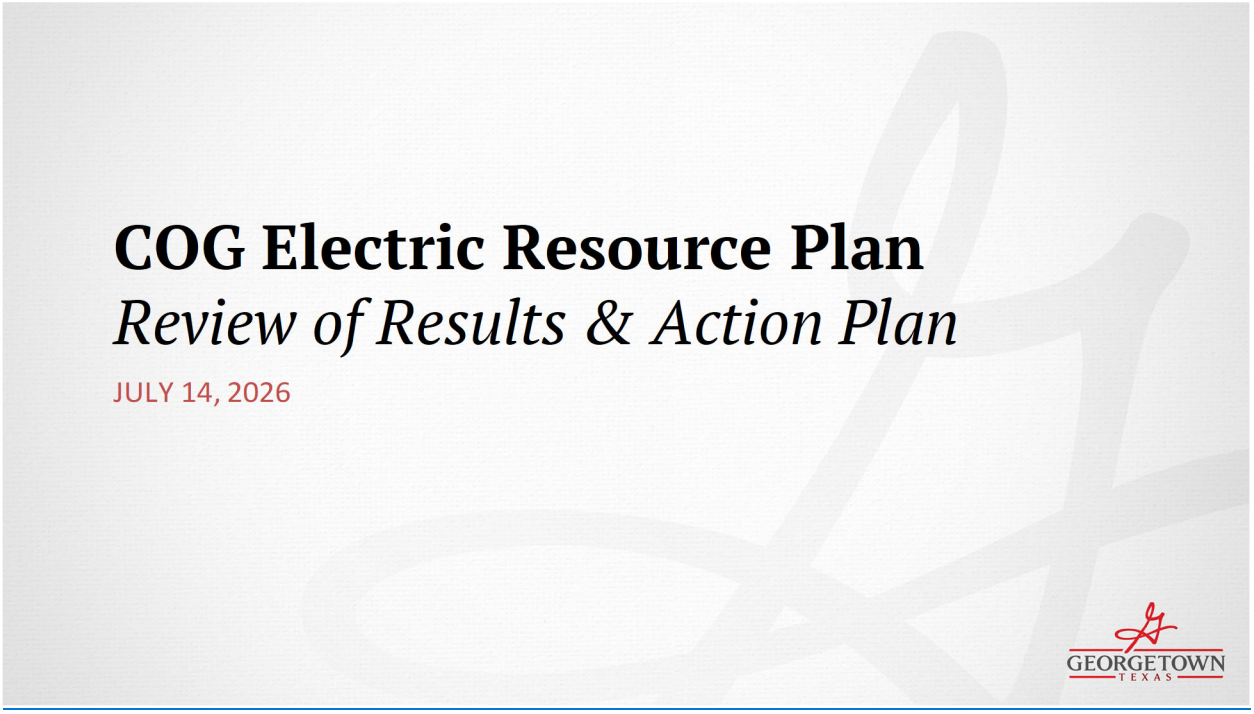
Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

EXHIBIT A



COG Electric Resource Plan – Review of Results & Action Plan

Shams Siddiqi, Ph.D.
Crescent Power, Inc.
(512) 619-3532
shams@crescentpower.net

Certain competitively sensitive electric utility information has been omitted from this presentation pursuant to Texas Government Code § 552.133.

What is ERP and why is it needed?

- Electric Resource Planning (ERP) process focuses on meeting increasing demand for electricity over the mid- to long-term with resources that are cost-effective and complement existing portfolio of resources.
- ERP is a good industry practice that involves a comprehensive approach to electric portfolio planning, considering demand growth and supply-side resources, stakeholder engagement, and long-term system goals.
- ERP is necessary to investigate the possible benefits of longer-term resources, such as acquiring or entering into long-term Power Purchase Agreements (PPA) for generators or Battery Energy Storage Systems (BESS), in managing the risk exposure of power portfolios.
- **Objective of today's session: Present findings of the ERP and review ERP recommended Portfolio additions and action plan**

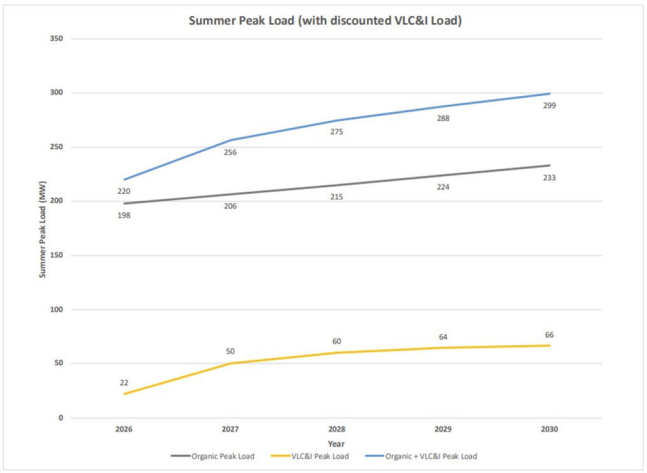
GEORGETOWN TEXAS

COG's Power Portfolio Challenges

- COG forecasts significant load growth including discounted Very Large C&I Load (10-50MW).
- COG's current long-term power portfolio consists of the following intermittent renewable resources that offset some of COG's load position but exposure COG's power portfolio to risk due to their variability:
- COG's Electric Portfolio risks:
  - Significant Load Growth – daily and hourly load depends on weather and economic activity
  - Buckthorn Solar Project – output highly variable depending on irradiance (cloud cover) and subject to curtailment/congestion risk
  - Spinning Spur Wind Farm – highly variable depending on wind and subject to congestion risk
  - South Trent Wind Farm – highly variable depending on wind and subject to congestion risk
- Portfolio has volumetric risk due to highly intermittent nature of supply

GEORGETOWN TEXAS

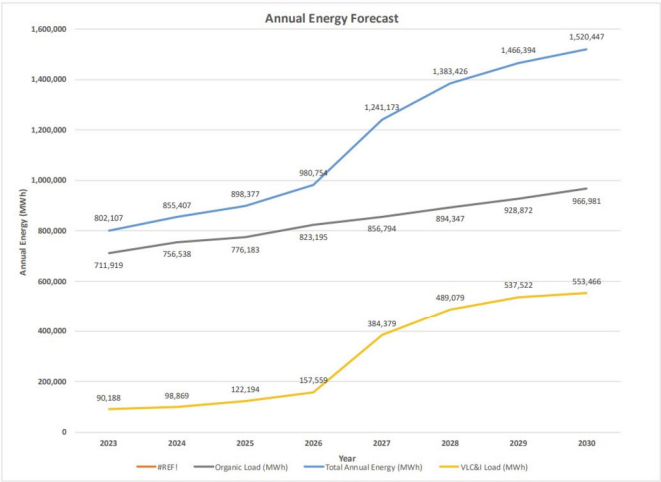
COG Peak Load Forecast



GEORGETOWN TEXAS

Crescent Power, Inc. 4

COG Annual Energy Forecast



GEORGETOWN TEXAS

Crescent Power, Inc. 5

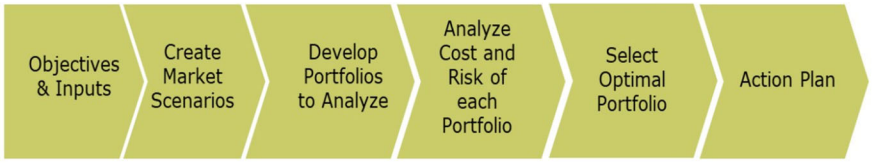
Current Portfolio Hedging Strategy

- COG currently manages electric portfolio price risk by actively engaging in hedging strategies considering variability of COG's intermittent resources.
- **Native+VLC&I load hedges** consist of Firm products purchased in staggered volumes based on target percentages of average hourly load by month ("Load Hedge Targets"). This policy requires COG to hedge load for each temporal period in each month for the planning horizon of the policy. For Intermittent Renewal Resources (IRR) under PPAs, the expected capacity will be based on historical monthly delivered energy as adjusted appropriately by the Portfolio Management Team to account for weather variability.
- **Congestion Hedging**: Congestion risk is the price differential between the location of the energy sources and the location of native load. Congestion risk can be mitigated by participating in the Congestion Revenue Right (CRR) market, purchasing delivered energy, or executing basis swaps with bilateral counterparties.
- **Day-Ahead Hedging**: Any remaining daily short position is purchased in the ERCOT Day-Ahead Market (DAM) at the appropriate settlement point and any congestion risk in Real-Time Market is hedged by taking the necessary CRRs to real-time.

GEORGETOWN TEXAS

Crescent Power, Inc. 6

COG ERP Process



GEORGETOWN TEXAS

Crescent Power, Inc. 7

COG Exposure tied to ERCOT Market

- COG's power portfolio exposure is directly tied to ERCOT Market prices, transmission constraints, and Regulatory changes
- Challenging time to hedge COG portfolio given very significant near-term changes to the ERCOT Market:
  - ERCOT Market supply and demand – massive Solar and BESS additions and massive load growth driven by Datacenter and other large load additions
  - Insufficient Dispatchable Resource additions to address long-duration Winter Storm events with little Solar and Wind during such events and BESS durations not long enough
  - Real-Time Co-optimization has had significant impact on Energy and Ancillary Service prices
  - Yet-to-be-designed Dispatchable Reliability Reserve Service (DRRS) may be a significant cost to Loads if used to ensure Resource Adequacy during Winter Storm events
  - Yet-to-be-designed SB6 requirement for Large Loads to be curtailable or have backup generation is likely to improve grid reliability
- Thus, it's important to understand and take into account ERCOT Market dynamics in determining hedging strategy for COG

GEORGETOWN TEXAS

Study Resources Considered

Block Purchases

- Firm supply with no force majeure provision from credit worthy counter-parties hedges COG's Energy cost exposure. Source: COG
- Does not hedge Ancillary Service/DRRS cost exposure

Natural Gas Peaker

- Long-term (>5 years) PPA with quick start Natural Gas Peaker that is not unit contingent (i.e., day-ahead hourly call option with a strike price equal to the Peaker's heat rate times Natural Gas price) hedges COG's Energy cost exposure, ECRS, Non-Spin, and DRRS (when implemented).

FTM Battery Energy Storage System

- Long-term (>5 years) PPA with Front-of-the-Meter BESS (i.e., real-time 5-minute co-optimized charging/discharging and AS) hedges COG's Energy cost exposure, potentially all Ancillary Services, and DRRS.

BTM Battery Energy Storage System

- Long-term (>5 years) PPA with Behind-the-Meter BESS (i.e., real-time 5-minute charging/discharging) hedges COG's Energy cost exposure, provides resiliency, reduces 4-CP TCOS charges.

Solar/Wind Resources

- No additional Solar/Wind resources were considered since COG's existing portfolio already has significant intermittent renewals and market prices are negatively correlated to IRR production

GEORGETOWN TEXAS

Resource Portfolios Studied

Portfolio 1 - Existing	▪ COG's portfolio of PPA, including wind, solar, and short-term block energy ▪ Does not include additional purchases for future years to meet Hedge Policy
Block Energy & FTM BESS Portfolio 2	▪ Existing Portfolio plus 7x24 Block Energy Bilaterals and Front-of-the-Meter 1-hour BESS PPAs May need additional block energy bilaterals to meet Hedge Policy ▪ Hedges Energy and AS exposures.
Block Energy & Nat. Gas Turbine Portfolio 3	▪ Existing Portfolio plus 7x24 Block Energy Bilaterals and Natural Gas Combustion Turbine PPAs ▪ May need additional block energy bilaterals to meet Hedge Policy ▪ Hedges Energy, Non-Spin and DRRS exposures
FTM BESS Only Portfolio 4	▪ Existing Portfolio plus FTM 1-hour BESS PPAs ▪ Needs additional block energy bilaterals to meet Hedge Policy ▪ Hedges Energy and AS exposures.
Block Energy & BTM BESS Portfolio 5	▪ Existing Portfolio plus BTM 1-hour BESS PPAs ▪ Needs additional block energy bilaterals to meet Hedge Policy ▪ Hedges Energy and transmission cost exposures, provides resiliency.

GEORGETOWN TEXAS

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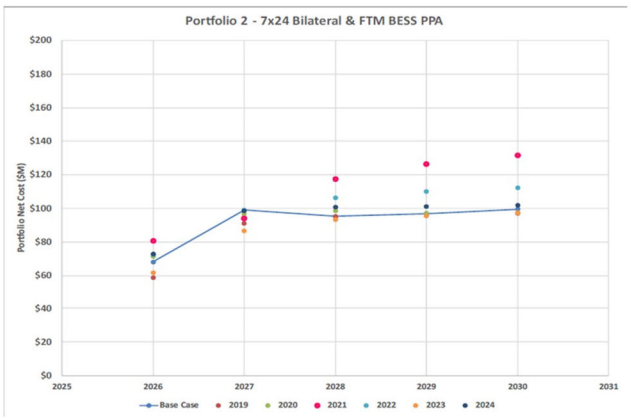
Market Scenarios Studied

Base Case	▪ Normal weather year (2013 as used by ERCOT) with ERCOT-determined wind and solar generation and grid-wide load and COG 2013 load escalated to the study year (2026 to 2030) ▪ UPLAN analysis to determine Base Case market Energy and Ancillary Service prices and wind and solar resource curtailments
2019	▪ Historical 2019 market prices; wind and solar output/curtailment ▪ COG 2019 load escalated to the study year (2026 to 2030)
2020	▪ Historical 2020 market prices; wind and solar output/curtailment ▪ COG 2020 load escalated to the study year (2026 to 2030)
2021	▪ Historical 2021 market prices; wind and solar output/curtailment ▪ COG 2021 load escalated to the study year (2026 to 2030)
2022	▪ Historical 2022 market prices; wind and solar output/curtailment ▪ COG 2022 load escalated to the study year (2026 to 2030)
2023	▪ Historical 2023 market prices; wind and solar output/curtailment ▪ COG 2023 load escalated to the study year (2026 to 2030)
2024	▪ Historical 2024 market prices; wind and solar output/curtailment ▪ COG 2024 load escalated to the study year (2026 to 2030)

GEORGETOWN TEXAS

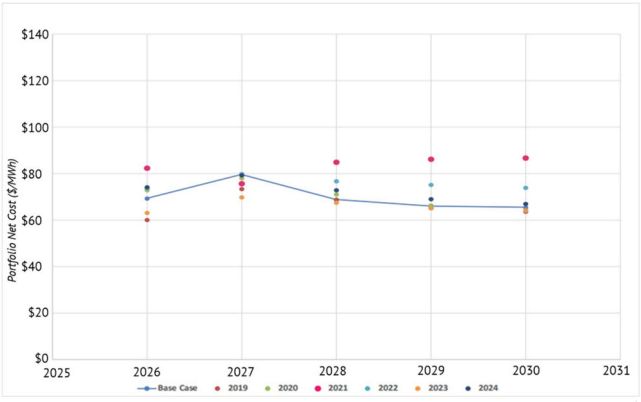
Crescent Power, Inc. 11

Recommended Portfolio 2: 7x24 Block, BESS



Portfolio 2 significantly decreases COG exposure to market price volatility as shown above by the tight portfolio cost spread under various scenarios (even 2021 Winter Storm Uri scenario). Future years show greater spread since Portfolio 2 procures based on realized load – additional procurement would be needed in future years assuming the forecasted load growth is realized.

Recommended Portfolio 2: 7x24 Block, BESS



Portfolio 2 significantly decreases COG exposure to market price volatility as shown above by the tight portfolio cost spread under various scenarios (even 2021 Winter Storm Uri scenario) shown here on $/MWh basis.

Why Portfolio 2 is optimal for COG

Portfolio 1 - Existing	▪ Low Base Case cost but highest portfolio cost volatility due to lack of hedges. ▪ Hedge Policy requires additional purchases in future years which increases costs above Portfolio 2.
Block Energy & FTM BESS Portfolio 2	▪ Optimally hedges using 7x24 Block Energy Bilaterals and Front-of-the-Meter BESS PPAs. ▪ Lowest expected cost and lowest portfolio cost volatility. ▪ Hedges Energy and AS exposures.
Block Energy & Nat. Gas Turbine Portfolio 3	▪ Higher expected cost and higher portfolio cost volatility compared to Portfolio 2. ▪ May become cost-effective depending on the future DRRS design. ▪ Hedges Energy, Non-Spin and DRRS exposures.
FTM BESS Only Portfolio 4	▪ Even though apparently having lowest cost and cost volatility, lower cost is due to inadequate hedging and cost volatility is likely to be higher than Portfolio 2 due to breakdown of historical correlation between Energy and AS prices.
Block Energy & BTM BESS Portfolio 5	▪ Behind-the-meter BESS smaller sized and higher priced than FTM BESS in Portfolio 2. ▪ Hedges Energy and transmission cost exposures, provides resiliency.

GEORGETOWN TEXAS

Crescent Power, Inc. 14

ERP Action Plan – Next Steps

Hedge Policy	▪ Existing Portfolio has significant exposure to scarcity events and is significantly short capacity due to VLC&I load growth ▪ Significant VLC&I load growth presents new challenge/opportunity ▪ ERP long-term PPAs may procure Hedge Policy capacity requirements sooner than specified; however, additional short-term PPAs may be needed to meet near-term Hedge Policy requirements.
Procure Block PPA	▪ Given the sizable need for 7x24 Energy Blocks to hedge against market price/IRR volatility, explore entering longer term PPA with larger block sizes for better prices for confirmed load. ▪ Procure firm Energy Blocks for quantities in Portfolio 2 which quantities are lower than roughly 50% of quantities needed in 4-5 years to avoid over-procurement due to VLC&I load uncertainty.
FTM Battery Energy Storage System	▪ Front-of-the-Meter BESS is a good fit for COG's portfolio. ▪ Can hedge Energy and Ancillary Service market price exposure. ▪ Consider procuring 1- or 2-hour BESS in smaller quantity initially to gain experience. ▪ 30% Investment Tax Credit makes BESS even more attractive.

The ERP Action Plan is dependent on changes to the load forecast.

GEORGETOWN TEXAS

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ERP Action Plan – Future Re-evaluation

BTM Battery Energy Storage System

- Behind-the-Meter 1- or 2-hour BESS should also be considered initially at a small scale to reduce T&D costs and provide customers Resiliency benefits if located in COG system.
- 30% Investment Tax Credit makes BESS even more attractive.
- Can hedge Energy, ECRS, Non-Spin and future DRRS price exposure.

Nat Gas Peaker

- Currently not economical but economics may change depending on how Legislatively mandated Dispatchable Reliability Reserve Service is implemented.
- Monitor and explore potential PPA if DRRS makes it attractive.

GEORGETOWN TEXAS

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Purchase and Installation of Sports Lighting from Musco Lighting for McMaster's Athletic Complex

SUGGESTED ACTION:
Consideration and possible action to approve the purchase and installation of sports lighting from Musco Sports Lighting, LLC using Buy Board contract #779-25 in the amount of $618,750.00 for the McMaster's Athletic Complex -- Eric Nuner, Parks and Recreation Director

ITEM SUMMARY:
The sports lighting equipment at McMaster Athletic Complex, including four softball fields, has been identified for replacement through the Parks and Recreation Department's Capital Repair and Maintenance Program. The existing lighting system, originally installed in 2001, has reached the end of its useful life based on its age and a recent physical condition assessment.

The proposed upgrade will replace outdated high-pressure sodium fixtures with energy-efficient, long-lasting LED fixtures while utilizing the existing light poles. This improvement will enhance field visibility, reduce energy consumption, and decrease long-term maintenance requirements.

Similar lighting improvements were completed on the soccer and football fields in Summer 2026. This phase will complete the replacement of all sports field lighting at McMaster Athletic Complex.

Pricing for the project is based on BuyBoard cooperative contract pricing, which has been competitively solicited to ensure the City receives the best value.

FINANCIAL IMPACT:
Funds are budgeted in the FY27 Parks CIP Fund.

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
Musco Sport Lighting Quote with Bonds.pdf

Quote

McMaster Athletic Complex Softball Relight
Georgetown, TX
Date: October 12, 2026
Expiration Date: December 31, 2026
Musco #237698

Quote: Materials and Installation

QuickFit™ System Upgrade as described below:

Baseball Fields - ***$615,440***

Performance and Payment Bonds - ***$3,310***

BuyBoard
Master Project: 218434, **Contract Number:** 779-25, **Expiration:** 09/30/2027
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard Purchase – Contract Number: 779-25

Quote is confidential. Pricing and lead times are effective until 12/31/26.
Prices are subject to change if the order is not released within 60 days from purchase. Sales tax is not included.

QuickFit™ System Upgrade

System Description: Integrates into your existing Light-Structure System™ to ensure a quick install and reliable operation.

Existing System Components

- Pre-cast concrete bases
- Galvanized steel poles

New System Components

- Factory-aimed QuickFit™ luminaires, including BallTracker® technology
- Factory-wired and tested remote electrical component enclosures
- Pole length factory-assembled wire harnesses
- UL listed as a complete system

System Upgrade Installation – QuickFit

- Luminaires are factory aimed and ready for installation
- Factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly
- Complete system approach reduces installation time and maximizes long term value
- For installation the following will be provided: demo, labor, lift and equipment to install all upgraded components
- Cuts energy by approximately 50%
- Qualifies for DLC utility rebate programs

On Field Performance – control to benefit players and fans

- Guaranteed light levels

Environmental Light Control – control for neighbors and the environment

- Reduction of glare compared to the existing system.

Always Ready to Play – assuring the performance you expect

- Product assurance and warranty program for all new components that includes materials and onsite labor, eliminating maintenance costs for 10 years.

Payment Terms

Final payment terms are subject to approval by Musco credit department.
Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.
Progress billing may be applicable.

Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Email: musco.contracts@musco.com

All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 779-25

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Voltage and phase to be confirmed prior to production.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Confirmation of luminaire locations prior to production.

Thank you for considering our Team for your sports lighting needs. Please contact me with any questions.

Brant Troutman
Texas Sales Executive
Musco Sports Lighting, LLC
Phone: 512-914-9500
E-mail: brant.troutman@musco.com

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Thompson Consulting Services On-call Debris Monitoring Services Master Services Agreement Renewal

SUGGESTED ACTION:
Consideration and possible action to approve the renewal of master services agreements for On-Call Debris Monitoring Services with Thompson Consulting Services and delegating authority to the City Manager to issue task orders to those entities in a total not-to-exceed amount of $1 million for a one-year term -- April Haughey, Assistant Public Works Director

ITEM SUMMARY:
In November 2023, the City prepared for future disasters by entering into a contract for post-disaster debris monitoring services for an initial 3-year term with the option of two one-year renewals. The City accepted proposals from qualified contractors with experience in disaster and debris monitoring services, and in the preparation, response, recovery, and mitigation phases of emergency situations or disasters. It is the intent of the City to renew this contract to one primary Contractor that will be responsible for all debris operations listed within this contract and one secondary Contractor that will be activated if the primary contractor fails to commence work within 36 hours of issuance of Notice to Proceed.

The Contractor shall be responsible for monitoring the recovery efforts and actions of the City's Post Disaster Debris Removal Contractor ("PDDRC") in accordance with Federal Emergency Management Administration ("FEMA") policies and guidelines (reference FEMA Public Assistance Debris Monitoring Guide (PADMG) - Exhibit B.)

Services include the monitoring of debris collection and Temporary Debris Storage and Reduction Sites ("TDSR Sites") outside the City's Transfer Station, the preparation and maintenance of proper documentation for requesting and obtaining reimbursement from FEMA for disaster-related costs, and the reporting of data on equipment use, load eligibility, regulations compliance, public and personnel safety, hazardous trees, hazardous wastes, and schedule issues, as well as other related services. The Contractor shall monitor the progress of recovery efforts and assist with making and implementing recommendations to improve efficiency and maintain compliance.

FINANCIAL IMPACT:
Not to exceed $1 million

SUBMITTED BY:
Dana Lively, Public Works

ATTACHMENTS:
24-0032-MSA-R1 Thompson [City Council].pdf

Renewal No. 1
to the Agreement between
Thompson Consulting Services, LLC
and the
City of Georgetown, Texas

This First Renewal Agreement (the "First Renewal") is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **THOMPSON CONSULTING SERVICES, LLC** (the "Contractor"), (collectively, the "**Parties**"). The Parties hereby agree as follows:

WHEREAS, as a result of a Request for Proposals, RFP-202339, the Parties entered into an Agreement on November 14, 2023, for On-Call Debris Removal Monitoring Services (the "Services"), Contract No. 24-0032-MSA (the "Original Agreement"); and

WHEREAS, the Original Agreement was for the purpose of providing emergency field debris monitoring services including related management and accounting services; and

WHEREAS, the Original Agreement provided an initial term of three (3) years beginning November 14, 2023, and ending on November 13, 2026, and provided for two (2) additional one-(1-) year renewal terms; and

WHEREAS, on July 5, 2025, the City experienced disaster-level flooding of the San Gabriel River causing the need for significant debris removal services from public property, public rights-of-way, and other hazardous locations, including waterways;

WHEREAS, the Parties desire to renew the Original Agreement for a first renewal term in accordance with the terms and conditions of the Original Agreement to begin immediately upon expiration of the initial term and end on November 13, 2027.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for a first renewal term to begin immediately upon the expiration of the initial term and end on November 13, 2027.
2. All other terms of the Original Agreement, as amended, not inconsistent with this First Renewal shall apply. Except as expressly modified by this First Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

[signature page to follow]

THOMPSON CONSULTING SERVICES, LLC.

By: _____
Jon Hoyle (Sep 24, 2026 12:05:10 EDT)

Printed Name: Jon Hoyle

Title: President

Date: 09/24/26

CITY OF GEORGETOWN

By: _____

Printed Name: _____

Title:

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
760 Howard Avenue, 2nd Floor
P. O. Box 250
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 800-277-0856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: Patty_Savage@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** 1377991856 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			VRS0008639	2/1/2026	2/1/2027	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Contractors Pollution Liability			VRS0008639	2/1/2026	2/1/2027	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: On Call Debris Removal Monitoring Services / 24-0032-MSA; The City of Georgetown, its officials, agents, employees, and volunteers are named as additional insureds on the General Liability policy as required by written contract. Insurance is primary and non-contributory on the General Liability when required by written contract. A Waiver of Subrogation is provided on the General Liability when required by written contract.

CERTIFICATE HOLDER

City of Georgetown
P. O. Box 409
Georgetown TX 78627

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THOMENG-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2026

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.

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PRODUCER	CONTACT NAME: Kirsten Crosby	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland, FL 32751	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP 3534779-04	2/1/2026	2/1/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A		WC 3534777-04	2/1/2026	2/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Commercial Auto			BAP 3534779-04	2/1/2026	2/1/2027	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, TX 78627

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

David J Durden

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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:
2026-1521823

Date Filed:
09/28/2026

Date Acknowledged:
10/28/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Thompson Consulting Services, LLC
Maitland, FL 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.
24-0032-MSA-R1
Disaster Debris Monitoring Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Thompson Holdings, Inc	Mobile, AL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jon Hoyle, and my date of birth is 07/07/1979.

My address is 2601 Maitland Center Parkway, Maitland (city), FL (state), 32751 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of Florida, on the 28th day of September (month), 20 26 (year).

Jon Hoyle (Sep 28, 2026 17:43:55 EDT)

Signature of authorized agent of contracting business entity
(Declarant)

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
TetraTech, Inc. On-call Debris Monitoring Services Master Services Agreement Renewal

SUGGESTED ACTION:
Consideration and possible action to approve the renewal of master services agreements for On-Call Debris Monitoring Services with TetraTech, Inc. and delegating authority to the City Manager to issue task orders to those entities in a total not-to-exceed amount of $1 million for a one-year term -- April Haughey, Assistant Public Works Director

ITEM SUMMARY:
In November 2023, the City prepared for future disasters by entering into a contract for post-disaster debris monitoring services for an initial 3-year term with the option of two one-year renewals. The City accepted proposals from qualified contractors with experience in disaster and debris monitoring services, and in the preparation, response, recovery, and mitigation phases of emergency situations or disasters. It is the intent of the City to renew this contract to one primary Contractor that will be responsible for all debris operations listed within this contract and one secondary Contractor that will be activated if the primary contractor fails to commence work within 36 hours of issuance of Notice to Proceed.

The Contractor shall be responsible for monitoring the recovery efforts and actions of the City's Post Disaster Debris Removal Contractor ("PDDRC") in accordance with Federal Emergency Management Administration ("FEMA") policies and guidelines (reference FEMA Public Assistance Debris Monitoring Guide (PADMG) - Exhibit B.)

Services include the monitoring of debris collection and Temporary Debris Storage and Reduction Sites ("TDSR Sites") outside the City's Transfer Station, the preparation and maintenance of proper documentation for requesting and obtaining reimbursement from FEMA for disaster-related costs, and the reporting of data on equipment use, load eligibility, regulations compliance, public and personnel safety, hazardous trees, hazardous wastes, and schedule issues, as well as other related services. The Contractor shall monitor the progress of recovery efforts and assist with making and implementing recommendations to improve efficiency and maintain compliance

FINANCIAL IMPACT:
Not to exceed $1 million

SUBMITTED BY:
Dana Lively, Public Works

ATTACHMENTS:
24-0031-MSA-R1 Tetra Tech [City Council].pdf

Renewal No. 1
to the Agreement between
Tetra Tech, Inc.
and the
City of Georgetown, Texas

This First Renewal Agreement (the "First Renewal") is entered into by and between the **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **TETRA TECH, INC.** (the "Contractor"), (collectively, the "**Parties**").

WHEREAS, on November 28, 2023, as a result of a Request for Proposals, RFP-202339, the Parties entered into an agreement for the purpose of providing emergency field debris monitoring services including related management and accounting services (the "Services"), Contract No. 24-0031-MSA (the "Original Agreement"); and

WHEREAS, the Original Agreement provided an initial term of three (3) years beginning on November 28, 2023, and ending on November 27, 2026, and provided for two (2) additional one- (1-) year renewal terms; and

WHEREAS, the Parties desire to renew the Original Agreement for a First Renewal term and to increase the hourly rate in accordance with the terms of the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for a First Renewal term to begin immediately upon the expiration of the Initial Term and end on November 27, 2027.
2. The Parties agree to amend Exhibit C "Payment Schedule" to increase the hourly rate by 3% in accordance with the terms of the Original Agreement as shown in Attachment A attached to this First Renewal.
3. All other terms of the Original Agreement not inconsistent with this First Renewal shall apply. Except as expressly modified by this First Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

[signature page follows]

TETRA TECH, INC.

By: _____

Printed Name: Jonathan Burgiel

Title: Business Unit President

Date: September 1, 2026

CITY OF GEORGETOWN

By: _____

Printed Name: _____

Title:

Date: _____

Attachment A

Exhibit C - Contract # 24-0031-MSA-R1-A1 - Amended Pricing					
No.	**Description**	**Unit**	**Unit Cost for 11/28/2023-11/27/2026 (Original Term)**	**CPI Increase June 2025-June 2026 3.00%**	**Unit Cost for 11/28/2026-11/27/2027 (Renewal 1)**
1	Project Manager	Hourly	$ 75.00	$2.25	$ 77.25
2	Field Supervisor	Hourly	$ 46.00	$1.38	$ 47.38
3	Field Monitor	Hourly	$ 34.00	$1.02	$ 35.02
4	Site Monitor	Hourly	$ 34.00	$1.02	$ 35.02
5	Security	Hourly	$ 25.00	$0.75	$ 25.75
6	Operation Manager	Hourly	$ 60.00	$1.80	$ 61.80
7	Data Manager	Hourly	$ 58.00	$1.74	$ 59.74
8	Billing/Invoice Analyst	Hourly	$ 20.00	$0.60	$ 20.60
9	Project Coordinator	Hourly	$ 34.00	$1.02	$ 35.02
10	Senior Consultant/Planner/Engineer	Hourly	$ 145.00	$4.35	$ 149.35
11	Project Consultant/Planner Engineer	Hourly	$ 125.00	$3.75	$ 128.75

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:
2026-1510077

Date Filed:
09/01/2026

Date Acknowledged:
9/25/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tetra Tech, Inc.
Houston, 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, Texas

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.

24-0031-MSA-R1
On-Call Debris Removal Monitoring Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jonathan Burgiel, Business Unit President, and my date of birth is May 2, 1962.

My address is 2301 Lucien Way, Suite 120, Maitland (city), FL (state), 32751 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of Florida, on the 1st day of September (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/18/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Safety National Casualty Corp	15105
INSURER B:	Allied World Surplus Lines Insurance Co	24319
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
2301 Lucien Way
#120
Maitland FL 32751 USA

COVERAGES **CERTIFICATE NUMBER:** 570115453928 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	GL6676804	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		CA 6676805	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDC4068970 AOS PS4068969 WI	10/01/2025 10/01/2025	10/01/2026 10/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Environmental Contractors and Prof			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Georgetown, its officials, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions as required by written contract. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy as required by written contract. Stop Gap Coverage for the following States: OH, ND, WA, WY.

CERTIFICATE HOLDER

City of Georgetown
PO Box 409
Georgetown TX 78627 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier : 309

Certificate No : 570115453928

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City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
KDF Enterprises On-call Debris Removal and Disposal Services

SUGGESTED ACTION:
Consideration and possible action to approve the renewal of master services agreements for On-Call Debris Removal and Disposal Services with KDF Enterprises and delegating authority to the City Manager to issue task orders to those entities in a total not-to-exceed amount of $5 million for a one-year term -- April Haughey, Assistant Public Works Director

ITEM SUMMARY:
In November 2023, the City prepared for future disasters by entering into a contract for post-disaster debris removal and disposal services for an initial 3-year term with the option of two one-year renewals. The City accepted proposals from qualified contractors with experience in disaster and debris removal and disposal services, and in the preparation, response, recovery, and mitigation phases of emergency situations or disasters. It is the intent of the City to renew this contract to one primary Contractor that will be responsible for all debris operations listed within this contract and one secondary Contractor that will be activated if the primary contractor fails to commence work within 36 hours of issuance of Notice to Proceed.

Work consists of post-disaster debris removal and disposal from:

- City streets, roads and rights-of-way
- Public property and facilities
- Any other public site as may be directed by the Contract Operations Manager.
- Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Contract Operations Manager.
- Streets, roads and rights-of-way of all municipalities and communities, incorporated and unincorporated, and rural areas within the City, as directed by the Contract Operations Manager.

The work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear, remove, load, and haul debris to Debris Management Sites (“DMS”) (or Temporary Debris Storage and Reduction (“TDSR”) sites) and/or approved facilities.

FINANCIAL IMPACT:
Not to exceed $5 million

SUBMITTED BY:
Dana Lively, Public Works

ATTACHMENTS:
24-0030-MSA-R1 _KDF Enterprises [City Council].pdf

Renewal No. 1
to the Agreement between
KDF Enterprises, LLC
and the
City of Georgetown, Texas

This First Renewal Agreement (the "First Renewal") is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **KDF ENTERPRISES, LLC** (the "Contractor"), (collectively, the "**Parties**"). The Parties hereby agree as follows:

WHEREAS, as a result of a Request for Proposals, RFP-202339, the Parties entered into an Agreement on November 14, 2023, for On-Call Debris Removal Monitoring Services (the "Services"), Contract No. 24-0030-MSA (the "Original Agreement"); and

WHEREAS, the Original Agreement was for the purpose of providing on-call debris removal services; and

WHEREAS, the Original Agreement provided an initial term of three (3) years beginning November 14, 2023, and ending on November 13, 2026, and provided for two (2) additional one-(1-) year renewal terms; and

WHEREAS, on July 5, 2025, the City experienced disaster-level flooding of the San Gabriel River causing the need for significant debris removal services from public property, public rights-of-way, and other hazardous locations, including waterways; and

WHEREAS, the Parties desire to renew the Original Agreement for a first renewal term in accordance with the terms and conditions of the Original Agreement to begin immediately upon expiration of the initial term and end on November 13, 2027.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for a first renewal term to begin immediately upon the expiration of the initial term and end on November 13, 2027.
2. All other terms of the Original Agreement, as amended, not inconsistent with this First Renewal shall apply. Except as expressly modified by this First Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

[signature page to follow]

Do Not Copy

KDF ENTERPRISES, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GEORGETOWN

By: _____

Printed Name: _____

Title:

Date: _____

Do Not Copy

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TrueNorth Companies, L.C.
500 1st St SE
Cedar Rapids IA 52401

CONTACT NAME:
PHONE (A/C, No, Ext): 319-366-2723 **FAX (A/C, No):** 319-862-0612
E-MAIL ADDRESS: certs@truenorthcompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Carolina Casualty Insurance Company	10510
INSURER B : Admiral Insurance Company	24856
INSURER C : Progressive Specialty Insurance Company	32786
INSURER D : Transportation Insurance Company	20494
INSURER E :	
INSURER F :	

INSURED KDFENTE-01
KDF Enterprises, LLC
370 Mountain View Rd
Springville AL 35146

COVERAGES **CERTIFICATE NUMBER:** 1254435808 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			CA00006006501	12/10/2025	12/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			867131778	12/18/2025	12/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			GX00001015201	12/10/2025	12/10/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			BIN636020310	10/1/2025	10/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Leased/Rented Equipment			8037675234	2/4/2026	2/4/2027	LIMIT/DEDUCTIBLE	250,000/5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
In accordance with policy terms and conditions: If Yes is indicated above for Additional Insured, General Liability for CG2010 12/19 (ongoing operations), form CG2037 12/19 (completed operations), and Auto form 2366 02/11 apply. If Yes is indicated above for Waiver of Subrogation, General Liability form AD68933 02/25, Auto form 2367 06/10, and Workers Compensation form WC000313 apply.

Umbrella/Excess Liability follows form and extends over the General Liability and Workers Compensation/Employers Liability policies.

CERTIFICATE HOLDER

The City of Georgetown
TX

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

Do Not Copy

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City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
CrowderGulf, LLC On-call Debris Removal and Disposal Services

SUGGESTED ACTION:
Consideration and possible action to approve the renewal of master services agreements for On-Call Debris Removal and Disposal Services with CrowderGulf, LLC and delegating authority to the City Manager to issue task orders to those entities in a total not-to-exceed amount of $5 million for a one-year term -- April Haughey, Assistant Public Works Director

ITEM SUMMARY:
In November 2023, the City prepared for future disasters by entering into a contract for post-disaster debris removal and disposal services for an initial 3-year term with the option of two one-year renewals. The City accepted proposals from qualified contractors with experience in disaster and debris removal and disposal services, and in the preparation, response, recovery, and mitigation phases of emergency situations or disasters. It is the intent of the City to renew this contract to one primary Contractor that will be responsible for all debris operations listed within this contract and one secondary Contractor that will be activated if the primary contractor fails to commence work within 36 hours of issuance of Notice to Proceed.

Work consists of post-disaster debris removal and disposal from:
- City streets, roads and rights-of-way
- Public property and facilities
- Any other public site as may be directed by the Contract Operations Manager.
- Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Contract Operations Manager.
- Streets, roads and rights-of-way of all municipalities and communities, incorporated and unincorporated, and rural areas within the City, as directed by the Contract Operations Manager.

In September 2025, the City amended the original master services agreement with CrowderGulf, LLC to expand the scope of post-disaster debris removal services to include the following:
- City owned property (other than ROW vegetative) including City Parks
- Cutting and dropping of hazardous trees from City owned property (other than ROW)
- Waterway debris removal

The work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear, remove, load, and haul debris to Debris Management Sites (“DMS”) (or Temporary Debris Storage and Reduction (“TDSR”) sites) and/or approved facilities

FINANCIAL IMPACT:
Not to exceed $5 million

SUBMITTED BY:
Dana Lively, Public Works

ATTACHMENTS:
24-0029-MSA-R1_Crowder Gulf [City Council].pdf

Renewal No. 1
to the Agreement between
Crowder Gulf, LLC
and the
City of Georgetown, Texas

This First Renewal Agreement (the "First Renewal") is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **CROWDER GULF, LLC** (the "Contractor"), (collectively, the "**Parties**"). The Parties hereby agree as follows:

WHEREAS, as a result of a Request for Proposals, RFP-202339, the Parties entered into an Agreement on November 28, 2023, for On-Call Debris Removal Monitoring Services (the "Services"), Contract No. 24-0030-MSA (the "Original Agreement"); and

WHEREAS, the Original Agreement was for the purpose of providing on-call debris removal services; and

WHEREAS, on July 5, 2025, the City experienced disaster-level flooding of the San Gabriel River causing the need for significant debris removal services from public property, public rights-of-way, and other hazardous locations, including waterways; and

WHEREAS, the Original Agreement provided an initial term of three (3) years beginning November 28, 2023, and ending on November 27, 2026, and provided for two (2) additional one-(1-) year renewal terms; and

WHEREAS, the Parties desire to renew the Original Agreement for a first renewal term in accordance with the terms and conditions of the Original Agreement to begin immediately upon expiration of the initial term and end on November 27, 2027.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for a first renewal term to begin immediately upon the expiration of the initial term and end on November 27, 2027.
2. All other terms of the Original Agreement, as amended, not inconsistent with this First Renewal shall apply. Except as expressly modified by this First Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

[signature page to follow]

CROWDER GULF, LLC

By: Ashley Ramsay-Naile

Printed Name: Ashley Ramsay-Naile

Title: President

Date: 09-28-26

CITY OF GEORGETOWN

By: _____

Printed Name: _____

Title: _____

Date: _____

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:
2026-1521656

Date Filed:
09/28/2026

Date Acknowledged:
10/28/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CrowderGulf, LLC.
Mobile , AL 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.
24-0029-MSA-R1
On-Call Debris Removal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lyman M., Ramsay	Mobile, AL United States	X	
Ramsay-Naile, Ashley	Mobile , AL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ashley Ramsay-Naile, and my date of birth is 08-29-66.

My address is 5629 Commerce Blvd E, Mobile (city), AL (state), 36619 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Mobile County, State of Alabama, on the 28th day of Sept (month), 20 26 (year).

Ashley Ramsay-Naile
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nina Glover	
Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	PHONE (A/C, No, Ext): (251) 279-6373	FAX (A/C, No):
	E-MAIL ADDRESS: nina@pathwayinsgroup.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : The Gray Insurance Company	36307
INSURED CrowderGulf LLC 5629 Commerce Blvd. E Mobile AL 36619	INSURER B : Lloyds of London	15792
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2461914726 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			XSGL-100298	07/01/2025	07/01/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP Incl.			XSAL-100338	07/01/2025	07/01/2028	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ **UMBRELLA LIAB** ☒ OCCUR ☒ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			HO24LIA15303402 F'lling Form	07/01/2026	07/01/2027	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		GWC-100588(USL&H Included)	07/01/2025	07/01/2028	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			LL00226-04	10/15/2025	10/15/2026	Per Occurrence Aggregate Limit	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, when required by written contract.
Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.

CERTIFICATE HOLDER

City of Georgetown
3001-1 Industrial Ave.
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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City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Construction Manager at Risk to Synergy Commercial Construction – Fire Logistics Building

SUGGESTED ACTION:
Consideration and possible action to approve and award a Construction Manager at Risk (CMAR) Agreement with Synergy Commercial Construction of Georgetown, Texas, for pre-construction services in the amount of $0.00 with a General Conditions Percentage of 2.5% -- Eric Johnson, Public Works Director

ITEM SUMMARY:
The City awarded the Design of the Fire Logistics Building to BRW Architects, of College Station. BRW has worked through location coordination, project scoping, design development, and is approaching final design and permit documents. Given the complexity of the project, the size of the project budget, and the importance of schedule, the decision was made to consider the Construction Manager at Risk (CMAR) project delivery method.

There is no cost impact for the preconstruction phase services. With the design documents nearing completion, their services will include cost estimating and collaborating on value engineering to ensure that the project is designed and constructed within the strict budget set for this building. The CMAR will also assist in the logistics of construction on an active Fire Station and Fire Training site.

CMAR is a collaborative project delivery process that differs from traditional low bid in several ways. First, a contractor is selected during design and is integral to the decision-making process in virtually all aspects of the project. The contractor is selected through a qualifications-based process. Price is included and considered in the evaluation but is only one factor in the selection process. A firm's experience, key staff resumes, approach to project and cost management, as well as a quality assurance program are all considered. Beyond Preconstruction Services which is currently being considered, through subsequent future agreements, the CMAR will serve as the General Contractor through bidding and ultimately be responsible for the successful completion of construction.

The Fire Logistics Building Request for Proposals process resulted in six (10) submittals. Ultimately, after a review, ranking, and interview process, Synergy was selected as the highest ranked proposer. Many firms were clearly capable of partnering with the City on this project, but Synergy's experience on multiple similar type projects, combined with their key personnel local presence and experience and attention to detail stood out.

Staff Recommendation:
Staff recommends award for Preconstruction Services for the Fire Logistics Building to Synergy Commercial Construction.

FINANCIAL IMPACT:

There is no cost impact for the preconstruction phase services.

SUBMITTED BY:
Dana Lively, Public Works

ATTACHMENTS:
Fire Logistics A133 Agreement with Synergy Commercial Construction (11.10.2026) RVSD (FOR SIGNATURE).pdf
Fire Logistics A201 General Conditions with Synergy Commercial Construction (11.10.2026) RVSD.pdf
Exhibit B - Insurance Requirements.pdf

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the « 10» day of «November» in the year «2026»
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Georgetown »« »
«808 Martin Luther King Jr St »
«Georgetown, TX 78626 »
« »

and the Construction Manager:
(Name, legal status, address, and other information)

« Synergy Commercial Construction, LLC »« a Texas limited liability company »
« 114 Halmar Cove, Georgetown, Texas 78628 »
« »
« »

for the following Project:
(Name, location, and detailed description)

«Fire Logistics Building »
«City of Georgetown »
« »

The Architect:
(Name, legal status, address, and other information)

«Brown Reynolds Watford Architects »« »
«175 Century Square Dr, Suite 350 »
« College Station, TX 77840 »
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:
CONTRACT No. 27-0030-CMAR (2016497530)

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15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE REQUIREMENTS
EXHIBIT C CONSTRUCTION MANAGER'S PROPOSAL

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« The City of Georgetown Fire Department will consolidate their department supply chain, reserve fleet storage and supply administration to the Fire Logistics Building. This facility will store protective gear, medical supply and provide a location to stock emergency vehicles such that they are mission ready.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«The facility is approximately 9,000 sf. It will be located on the Fire Station No. 5 training complex property. »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«Schematic Design - Complete
Design Development – Completed
Construction Documents – Completed
»

.2 Construction commencement date:

«Upon Owner's Notice to Proceed following execution of the GMP Amendment »

.3 Substantial Completion date or dates:

«TBD »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

«NA »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«NA »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

«NA »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

« CIP Manager »
«300 Industrial Ave, 1, PO Box 409 »
«Georgetown, TX 78627 »
« »
« »
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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(List name, address and other contact information.)

« NA »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« Gessner Engineering »« »
«401 W 26th St, Suite 3 »
«Bryan, TX 77803 »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

« Ray Holliday, AIA »
«Brown Reynolds Watford Architects »
« 175 Century Square, Suite 350 »
«College Station, TX 77840 »
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«Daniel Bradley »
«114 Halmar Cove »
«Georgetown, Texas 78628 »
«email: dbradley@synergycctx.com »
«ofc line: 737-374-7108 »
«Mobile No. 512-689-3172 »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

«NA »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« NA »

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§ 1.1.15 Other Initial Information on which this Agreement is based:

«NA »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, all Exhibits attached to this Agreement, other documents incorporated into this Agreement, the Request for Proposals issued by the Owner in anticipation of receiving proposals, and any Addenda to the Request for Proposals issued by the Owner, those sections of the Construction Manager's proposal included as Exhibit C, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal ("Guaranteed Maximum Price Proposal" or "GMP Proposal"), the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment ("GMP Amendment") and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. If there is any inconsistency, ambiguity, or discrepancy in the Contract Documents, precedence shall be given to the Contract Documents in the following order of priority: (1) written Modifications issued after execution of this Agreement; (2) this Agreement; (3) the General Conditions of the Contract for Construction as modified for this Project; (4) the Final Drawings and Specifications; (5) the Request for Proposals issued by the Owner in anticipation of receiving proposals, and any Addenda to the Request for Proposals issued by the Owner, and (6) those sections of the Construction Manager's proposal included as Exhibit C.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's best skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; to perform the Work in an expeditious and economical manner consistent with the Owner's interests; and to perform the Work defined in the Contract Documents in accordance with the Owner's requirements and construction cost limitations. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager, subject to the information being necessary for Construction Manager to perform its obligations under this Agreement and further subject to the Owner's ability as a governmental agency to provide information, and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified for this Project (the "General Conditions"), shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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§ 2.3.3 Registrations, Approvals and Laws
The Construction Manager and all of its consultants, trade contractors, subcontractors and suppliers shall at all times performing Work or services in connection with the Project possess and maintain all registrations, licenses, certifications and approvals necessary for the performance of any requirements of the Contract. It is the Construction Manager's duty to monitor the compliance of the consultants, trade contractors, subcontractors and suppliers with, and to enforce, the requirements of this provision. The Construction Manager shall, upon request, promptly provide evidence of compliance with such registrations, licenses, certifications and approvals.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently; provided that Construction Manager shall deliver to Owner all required insurances and bonds prior to beginning any Construction Phase Work. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager shall exercise the highest level of care in performing its obligations under the Contract.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility
The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, except to the extent that it ascertained or reasonably should have ascertained such in its capacity as a construction manager and not as a licensed professional under Title 6 of the Texas Occupation Code. The Construction Manager shall promptly report to the Architect and Owner any nonconformity or Deficiency discovered by or made known to the Construction Manager, including as required by the General Conditions, in such form as the Architect or Owner may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation
§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. Construction Manager shall review and monitor the various phases of the development of the design documents to determine whether or not the Project as designed by the Architect can meet the program, quality, budget and schedule goals of the Owner. Owner desires to recognize any budget and schedule overruns or program and quality concerns as soon as possible, and it is the Construction Manager's obligation under this Contract to review the design documents for constructability and to provide estimating services, value engineering services, Project scheduling services, and to perform other Preconstruction Services described herein to help the Owner meet the project program, quality, budget and schedule. At any time that Construction Manager develops any concern about the integrity of the Project quality, program, budget and/or schedule, Construction Manager is to promptly advise the Owner and Architect in writing of the concerns, and make any suggestions Construction Manager may have as to how to address the problem.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 3.1.4 Project Schedule
When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price Proposal; components of the Work; times of commencement and completion required for the Work of each Subcontractor; ordering and delivery of products, including those that may need to be ordered in advance of construction; proposed dates for Substantial Completion and Final Completion; and the occupancy requirements of the Owner. If updated Project schedules indicate that previously-approved schedules may not be met, then the Construction Manager shall make appropriate recommendations to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

§ 3.1.5 Phased Construction
The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues. The Construction Manager shall make recommendations to the Owner, PM, and Architect regarding the phased issuance of Drawings and Specifications.

§ 3.1.6 Cost Estimates
§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the design to bring the Project within the Owner's budget, but without deleting necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the estimates are unacceptable or exceed the Owner's identified budget, the Construction Manager shall develop options, in collaboration with the Architect and Owner, that are acceptable to Owner and are within the Owner's budget.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. Such compliance includes, without limitation, compliance with all applicable provisions of Chapter 2269 of the Texas Government Code government public works procurement by Construction Manager At-Risk.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, but in no case later than Owner's approval of the 95% Construction Documents, the Construction Manager shall prepare a final Guaranteed Maximum Price Proposal for the entire Construction Phase Work for Owner's review and possible acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the General Conditions Costs, the Construction Manager's estimate of the Cost of the Work, the Construction Contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

The Owner shall be entitled to full access to the details of the process of developing the Guaranteed Maximum Price Proposal. It is the intent of this Agreement that all allowances, assumptions, clarifications, and any other elements that could lead to Change Orders are encompassed in the accepted Guaranteed Maximum Price except for Owner-directed changes or uncovered site conditions as set forth in this Agreement.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order or Construction Change Directive.

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§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the General Conditions Costs, the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Contingency, if any, set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 An updated Project Schedule to include all major construction milestones, and the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 The date of Final Completion upon which the Guaranteed Maximum Price is based, which date shall be not more than 30 days after the date of Substantial Completion.

Construction Manager shall not withdraw its Guaranteed Maximum Price Proposal for sixty (60) days following submission to the Owner

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price Proposal, the Construction Manager shall include a contingency ("Construction Contingency") for the Construction Manager's use when approved by Owner to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. The Construction Contingency may be used only with Owner's approval and only for costs incurred in the Work from unforeseeable causes, and not for details which should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such unforeseeable causes or unanticipated details include, only items that are not reasonably inferable from the Guaranteed Maximum Price documents as determined by Owner in its sole discretion, the correction of minor defects relating to design, and additional costs price increases attributable to material cost and supply impacts due to market volatility, supply chain disruptions, tariff-related escalations, inflationary conditions, or other unanticipated market event that affect the price or availability of materials or labor ("Market Cost Increases") provided that Construction Manager complies with the requirements of Section 3.2.4.1. Construction Manager may request for Owner's approval only those items of cost that meet the definition of Cost of the Work under Section 6.1 to be charged against the Construction Contingency. Any unforeseeable causes or unanticipated details that exceed the Construction Contingency shall not be applied to any Cost of the Work and shall be borne by the Construction Manager at the Construction Manager's sole risk and expense.

It is expressly understood and agreed that, to the extent a Change Order is executed under the terms of this Agreement, the Construction Contingency shall not be utilized. Sums may be requested for Owner's approval to be charged to the Construction Contingency only to the extent the same have been paid or are to be paid by the Construction Manager. Notwithstanding anything in the Contract Documents to the contrary, no charge shall be made against the Construction Contingency without Owner's written consent, which may be provided in its sole discretion. Upon final accounting, all remaining monies in the Construction Contingency shall accrue to the Owner.

§ 3.2.4.1 Construction Manager shall use commercially reasonable efforts to mitigate any cost increases to individual line items within the Cost of the Work as a result of Market Cost Increases, including the following:

.1 promptly satisfy its obligations under Section 9.3 of this Agreement and enter into a written contract with each subcontractor or supplier as required in this Agreement (and require each subcontractor or supplier to do the same with lower tiered subcontractors or suppliers) who is to provide, directly or indirectly, the materials specified in the Contract Documents for use on the Project;

.2 notify Owner in writing when Construction Manager (and its subcontractors or suppliers) enter into such written contracts for the specified materials and/or labor for use on the Project and provide a copy of each such written contract to Owner;

.3 use good faith and commercially reasonable efforts to require subcontractors and suppliers (of any tier) to perform in accordance with the terms of such written contracts for the provision of the specified materials for the Project;

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.4 provide prompt written notice to Owner, and in any event within 7 days, of Construction Manager's discovery of any information or Construction Manager's communications with the subcontractors or suppliers (of any tier) relating to such subcontractor or supplier's actual or anticipated failure or inability to provide the specified materials in accordance with the terms of such subcontractor or supplier's written contract for the provision of such materials and/or labor for the Project; and

.5 provide prompt written notice to Owner, and in any event within 7 days, of Construction Manager's of potential Market Cost Increases or delays relating to same and provide an outline of the actions Construction Manager has taken or proposes to take to mitigate or resolve the impact of such delay or failure or inability of the Construction Manager, subcontractor, or supplier.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. If the Guaranteed Maximum Price Proposal submitted to the Owner exceeds the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the design, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's express written consent. In the event that the quality or scope identified in the Guaranteed Maximum Price Proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall develop options, in coordination with the Owner and Architect, that are acceptable to Owner, that are within the Owner's budget, and that meet the Owner's requirements for dates of Substantial Completion and Final Completion.

§ 3.2.6 Should the GMP Proposal be unacceptable or not submitted in good faith pursuant hereto, in Owner's sole option and discretion (which determination is final), the Owner reserves the right to (1) request a GMP Proposal for the Project or any portion thereof from other Construction Manager-at-Risk firms; (2) request from other firms competitive sealed proposals for the Project or any portion thereof; or (3) exercise any other right afforded under law or pursuant to the Contract Documents. Failure to submit a GMP Proposal in good faith may at Owner's option and discretion constitute default by Construction Manager. Should the GMP Proposal be unacceptable to Owner, but Owner does not determine Construction Manager failed to submit the GMP Proposal in good faith, Owner may terminate this Contract for convenience as provided in Article 14 of the General Conditions and Construction Manager shall not be entitled to payment for any Construction Phase services.
If the GMP Proposal is acceptable to Owner, it may accept the GMP Proposal and the Construction Manager at Risk shall perform the Work covered by such GMP Proposal in accordance with its terms and the terms hereof. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

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§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.3 The Work

§ 3.3.3.1 The Construction Manager shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Construction Manager agrees to perform the Work in a good and workmanlike manner, consistent with the requirements of the Contract Documents, according to construction industry standards, and in compliance with applicable law. Construction Manager will perform all Work described in the Contract Documents, including Work which, although not specifically shown or described, is reasonably inferable as necessary to complete the Work of a type, quality, and scope expressly indicated in the Contract Documents, consistent with generally accepted construction industry practice for similar work. This Section shall not be construed to require Construction Manager to correct design omissions or provide scope not reasonably contemplated by the Contract Documents absent a Change Order.

§ 3.3.3.2 The Construction Manager will cooperate with the Owner and the Architect, and exercise the Construction Manager's skill and judgment to furnish efficient project administration and supervision; to retain at all times an appropriate number of qualified workers and sufficient materials; and to ensure the Work is performed in an expeditious and economical manner consistent with the Contract Documents.

§ 3.3.3.3 The Construction Manager shall furnish only skilled, properly trained, and appropriately licensed staff to perform the Work. Owner shall have the right to require Construction Manager to dismiss from the Project any employee of Construction Manager whose performance is not reasonably satisfactory to Owner.

§ 3.3.3.4 "Substantial Completion" means the date certified by the Architect when construction of the Work is sufficiently complete in accordance with the Contract Documents and Construction Manager has obtained either a certificate of occupancy or temporary certificate of occupancy so that the Owner can beneficially occupy and use the entire Project for its intended purpose.

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§ 3.3.3.5 "Final Completion" means the date certified by the Architect when (i) construction of the Work is fully complete in accordance with the Contract Documents, including all minor details of construction, landscaping, decoration, mechanical adjustment, or installation, as applicable (i.e. punchlist is complete) and (2) all requirements of §9.10 of the General Conditions have been achieved by Construction Manager.

§ 3.3.3.6 Continuity. Construction Manager acknowledges that the timely and complete performance of its obligations pursuant to the Contract is critical to the business and operations of Owner. Accordingly, in the event of a dispute between Owner and Construction Manager, Construction Manager will continue to so perform its obligations under the Contract and Owner will continue to make undisputed payments during the resolution of such dispute until Final Completion or termination of the Contract.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide information required under Chapter 56 of the Texas Business & Commerce Code.

§ 4.1.3 The Owner has established an overall budget for the Project based upon consultation with the Construction Manager and Architect.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Such documents shall be provided for information only and are not warranted or represented to show the conditions at the Project site accurately. The Construction Manager may use the information at its own risk and shall use customary and reasonable precautions relating to the performance of the Work. Construction Manager shall perform all Work to avoid damaging any cables, pipes, pipelines other utilities, and other property on the Property. Construction Manager shall be responsible for any damage done to such cables, pipes, pipelines, other utilities and other property during the Work. Construction Manager is responsible for notifying the State One Call Board of Texas, or one of its approved service providers (e.g., 1-800-DIG- TESS), for locates as required for all foreign and Owner utilities prior to beginning any Work, unless otherwise directed by the Owner. Prior to any excavation at any site, Construction Manager must call any entity known to have facilities in the excavation area, including municipal utility departments, cable and other telecommunications companies, and any other entities not associated with the State One Call Board of Texas to request locates of that entities' facilities.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Not used.

§ 4.2 Owner's Designated Representative

The Owner's CIP Manager specified in Section 1.1.8 above or her duly appointed successor or designee shall be the representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Owner's authorized representative shall have authority to act on behalf of the Owner, including appropriate reviews and approvals, with respect to the Project in all circumstances, including Applications for Payment, except approval of any Change Order in excess of $100,000 or, when aggregated with all Change Orders, would increase the Contract Sum by more than 25%.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner has retained an Architect to provide services described in the agreement between the Owner and the Architect. The Owner shall provide the Construction Manager a copy of the scope of services in the executed agreement between the Owner and the Architect. Owner reserves the right to change the Architect at any time or to modify the terms of its contractual agreement with the Architect. Owner shall give Construction Manager reasonably timely notice of any termination or replacement of the Architect and of any material changes in the scope of services in its contractual agreement with the Architect that bears on the Work hereunder or the responsibilities or liabilities of the Construction Manager arising under this Agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« $0.00»

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«NA »

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

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§ 5.2.2 Payments of undisputed amounts and certified as payable by the Architect are due and payable after receipt of the Construction Manager's submitted Application for Payment for which Architect provides a Certification for Payment. Amounts unpaid « thirty one » (« 31 ») days after the invoice date shall bear interest in accordance with Texas Government Code Section 2251.025 at the rate set forth therein. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 For the Construction Manager's performance of the Construction Phase Work as described in Section 3.3, Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's proper and timely performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee plus the General Conditions Costs plus the Construction Contingency, the total of which shall not exceed the Guaranteed Maximum Price agreed to in the GMP Amendment, as adjusted by executed Change Order. For the purposes of Article 5, the Contract Sum does not include any Preconstruction Phase compensation.

§ 6.1.2 The Construction Manager's Fee for completed Construction Phase Work, which is payable as a percentage of the Cost of the Work as set forth in the accepted GMP Proposal and shall not include or be added on top of the General Conditions Costs or any Construction Contingency, is:
(State a percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«Two and one-half percentage- 2.5% »

The Construction Manager's Fee includes all home office expenses, profit, overhead, transportation, travel, meals, and lodging, legal fees, internal accounting, relocation expenses, administrative support, office trailer equipment & supplies, office printing, training, licensing, and other related expenses and in no event be duplicated in or reimbursable as part of the General Conditions Costs or other compensation under the Contract.

All labor-related costs that are part of the Construction Manager's Fee shall include all costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« Construction Manager's Fee will be applied to the Cost of the Work portion of such change (addition or reduction, as applicable) »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« 10% cumulative on all tiers of subcontractors, including Construction Manager's self-performed work»

§ 6.1.5 General Conditions Costs. Owner and Construction Manager agree that Construction Manager has established the cost for the Construction Manager's general conditions for the Project (the "General Conditions Costs") will be reflected on in the GMP Amendment. Construction Manager represents that all administrative and supervisory personnel costs, direct overhead, and other onsite costs and expenses that are expected to be incurred by the Construction Manager in the performance of its administrative, supervisory, and management responsibilities under the Contract will be described or itemized in the GMP Proposal. The Owner and Construction Manager agree that the General Conditions Costs will be reimbursable to the Construction Manager subject to the limitations and restrictions expressly set forth in this Contract the total amount Construction Manager shall be reimbursed by Owner for General Conditions Costs will not exceed the amount in the GMP Amendment, except as modified by Change Order. The General Conditions Costs shall be paid in each monthly Application for Payment based on the percentage of completion of the Construction Phase at that time such that payment of General Conditions Costs shall equal 100% at Final Completion. Construction Manager's right to payment of General Conditions Costs shall be limited to this monthly

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amount, subject to the Change Order and Construction Change Directive provisions in in Article 7 of the General Conditions. General Conditions Costs will be subject to audit as provided in Article 10.

§ 6.1.6 Rental rates for Construction Manager-owned equipment shall not exceed « one hundred » percent (« 100 » %) of the standard rental rate paid at the place of the Project.

§ 6.1.7 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« For each consecutive calendar day after the deadline for Substantial Completion the Work is incomplete, the amount of one thousand dollars ($1,000) will be deducted from the money due or that becomes due the Construction Manager, not as a penalty but as liquidated damages representing the parties' estimate at the time of executing this Agreement of the damages that the Owner will sustain for late completion. »

§ 6.1.8 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« NA »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Except to the extent Construction Manager makes a successful Claim in accordance with the General Conditions of Contract, Article 15, if the Cost of the Work, including the Construction Manager's General Conditions Costs, together with the Construction Manager's Fee, exceed the GMP, then Construction Manager shall pay such excess from its own funds and shall have no claim against Owner on account thereof. If Owner is required to pay any such excess for any reason, Construction Manager shall be obligated to reimburse Owner such amounts plus interest and all costs of collection, including without limitation, attorneys' fees and expert costs.

§ 6.3 Changes in the Work

§ 6.3.1 Owner in its sole discretion may, pursuant to the procedures set forth in this Article 6 and in Article 7 of the General Conditions, authorize changes in the Work, issue additional instructions, require additional Work or direct the omission of Work previously ordered. Construction Manager will use commercially reasonable efforts to implement and perform such modifications without impacting the established schedule for performing and completing any Work. If it is not possible to avoid such an impact, Construction Manager will promptly notify Owner of the anticipated impact and obtain Owner's consent prior to implementing the applicable modification. Owner, in its sole discretion, may forego or delay such modifications or temporarily adjust the Work to be performed by Construction Manager, or the schedules associated therewith, to permit Construction Manager's implementation and performance of such modifications.

§ 6.3.1.1 Not used.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 Not Used.

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 7 or elsewhere in the Contract Documents, there shall be no duplication of costs, and no items of the Cost of the Work shall be payable as General Conditions Costs or elsewhere in the Contract. And no costs that should have been included in the General Conditions Costs may be billed as Cost of the Work.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

«Project Manager, Assistant Project Manager, and Construction Administrator assigned to the Project, for that portion of their time devoted to the Work. To the extent these personnel costs are itemized in the General Conditions Costs in the GMP Proposal, they shall be paid as General Conditions Costs and shall not be duplicated as Cost of the Work. »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.5 Certain Offsite Materials

§ 7.5.1 Not used.

§ 7.5.2 Not used.

§ 7.5.3 Not used.

§ 7.5.4 Not used..

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval, provided the provisions of this section and Section 9.3.2 of the General Conditions are satisfied. Construction Manager will deliver, handle, store and install materials in accordance with the manufacturers' instructions. Construction Manager will store materials for the Project only on-Site or at off-Site locations Owner has pre-approved in writing. Surety for any performance or payment bond on the Project, if any, expressly consents to storage of materials at such off-Site locations approved by Owner.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Not used.

§ 7.6.1.2 Not used.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable; provided that no tax shall be included as part of the Cost of the Work or otherwise payable for which Owner is not liable as a governmental entity.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents, or the negligence of anyone for whom Construction Manager is responsible or their failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Not used.

§ 7.6.10 Not used.

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§ 7.6.11 Not used.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, if, and to the extent, approved in advance in writing by the Owner, and to the extent not (a) caused by the negligence of Construction Manager, a Subcontractor, suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract or (b) capable of being prevented through timely notice of an unsafe condition to the Owner..

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers that was damaged by Owner or persons for whom Owner is responsible, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

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.9 Costs for services incurred during the Preconstruction Phase;

.10 Costs and expenses arising from Construction Manager's indemnity obligations, including but not limited to, Construction Manager's costs and expenses in removing or defending against a mechanic's lien or bond claim asserted against the Owner and/or its property, unless such mechanic's lien or bond claim arises from Owner's wrongful failure to make timely payments or unless such lien or claim arises from dispute for which Construction Manager is defending Owner's position;

.11 Costs, including co-payments, not reimbursed by insurance, including but not limited to deductibles incurred by Construction Manager for losses covered under any insurance policy obtained for the Project. Deductible costs actually incurred for an All-Builders' Risk claim may be a Cost of the Work but shall not increase the GMP;

.12 Penalties for the failure of the Construction Manager or a Subcontractor or another party for whom Construction Manager is responsible under the Contract to comply with applicable laws and regulations, unless the penalties are the result of the Construction Manager's compliance with the Contract Documents; and

.13 Any costs not expressly included as part of the Cost of the Work in Sections 7.1 – 7.8 above.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 Trade Contractors, Subcontractors & Suppliers

§ 9.3.1 In consultation with Owner and Architect, Construction Manager shall publicly advertise for, and distribute all necessary bidding materials and receive bids or proposals using competitive sealed proposals procurement process from a minimum of three (3) trade contractors, subcontractors, and suppliers, some of which may be designated by the Owner,

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for the performance of all major elements of the Project Work other than the minor work that may be included in the general conditions. Construction Manager shall establish criteria for determining the bid/proposal that provides the best value to the Owner. All subcontracts must be on a lump sum basis unless other payment terms are approved in writing and in advance by the Owner

The Construction Manager shall notify the Owner in advance in writing of the date it will receive the bids/proposals. Any bids received before Owner's acceptance of the GMP Proposal shall remain open until after the acceptance by Owner of the GMP Proposal. The Construction Manager may seek, as provided in this paragraph, to self-perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all trade contractors, subcontractors, and suppliers and submit shall submit its proposal(s) to the Owner at least twenty-four (24) hours prior to the published opening of bids. Owner shall decide whether Construction Manager's proposal for self-performing portions of the Work offers the best value to Owner. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work and the Construction Manager shall not receive the Construction Manager Fee or any additional fee for self-performed work. The Construction Manager shall review with Owner all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Owner or Architect or any other professional retained by the Owner. Based on the selection criteria included in the request for proposals, Construction Manager shall recommend to the Owner the bid/proposal that provides the best value. Upon Owner's concurrence in the final terms of the subcontract, Construction Manager shall enter into a written subcontract for the subcontract work and promptly provide a copy to the Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the subcontract or the seventh day after the date of final selection of bids or proposals.

If Construction Manager reviews, evaluates, and recommends to Owner a bid/proposal from a reputable trade contractor or subcontractor, but Owner requires another bid/proposal to be accepted, then, pursuant to Texas Government Code Chapter 2269, Subchapter F, the Owner shall compensate the Construction Manager by a change in price, time, and/or the Guaranteed Maximum Price for any additional cost and risk that the Construction Manager actually incurs because of the Owner's requirement that another bid or proposal be accepted. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner is obligated to compensate Construction Manager. If Owner's requirement that another bid or proposal be accepted results in a lower cost, the GMP shall be reduced by such amount the Owner's required bid or proposal is less than the bid or proposal recommended by Construction Manager.

The Construction Manager shall adhere to and include among the other terms for bidding the following specific requirements of bidders in the information to proposers:

- **.1** The successful proposer's responsibility to provide workers' compensation insurance and certify its compliance in accordance with Texas Labor Code Chapter 406;
- **.2** The successful proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258;
- **.3** A notice of the sales tax exemption for the Work and the procedure for obtaining any required exemption verification or certificate;
- **.4** The notice regarding trench and shoring safety required by Texas Health and Safety Code, Section 756.02;
- **.5** Any other notice required by Owner.

Nothing herein shall preclude the Construction Manager from including other notices required or allowed by law. The Construction Manager shall meet the requirements of Chapter 2269, Subchapter F, with respect to selection of and contracting with trade contractors, subcontractors and suppliers.

§ 9.3.2 Construction Manager shall include in each subcontract a provision permitting Construction Manager to assign to Owner each Subcontract upon termination of this Agreement pursuant to Section 14.2 of the General Conditions. Upon such termination, Construction Manager agrees, upon Owner's written request, to execute an assignment of any or all subcontracts to Owner. Each subcontract shall contain provisions stating that: (1) upon assignment of each subcontract to Owner, Subcontractor shall assume toward the Owner all of the obligations and responsibilities which the Construction Manager by the Contract Documents, assumes toward the Owner; (2) Owner's liability to Subcontractor for any costs incurred by Subcontractor prior to the assignment shall be limited to amounts that would have been properly owed by Owner to Construction Manager and by Construction Manager to the Subcontractor for work

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performed by that Subcontractor prior to the termination and for which Owner has not yet issued payment to Construction Manager unless otherwise agreed to in writing by Owner following the assignment.

§ 9.3.3 Value engineering or cost saving alternative proposals contained in any Construction Manager or Subcontractor bids must be set forth as alternates to bid required by Drawings or Specifications. Construction Manager shall consult with Owner before awarding any alternates to any Subcontractors and shall provide Owner with a copy of each proposed alternate for Owner's review and acceptance. "Value engineering" has its commonly accepted meaning within the construction industry and does not imply the practice of architecture or engineering with or without a license.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work and the General Conditions Costs, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted with all required supporting documentation to the Architect and Owner by the Construction Manager in accordance with the requirements of Section 9.3 of the General Conditions, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«NA »

§ 11.1.3 Provided that all conditions precedent to payment set forth in the Contract Documents have been satisfied, including, but not limited to, such documentation required by this Article 11 and the General Conditions, then Owner shall make payment of the undisputed certified amount to the Construction Manager not later than « thirty » (« 30 ») days after the Owner receives the Certificate for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 Construction Manager shall update the Schedule of Values monthly to show the progress of the Work in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.6.1 In addition to other required items, each Application for Payment shall be accompanied by the following documentation, statements and information, in form and substance reasonably satisfactory to the Owner and in compliance with applicable state statutes:

.1 statement under oath by Construction Manager that all bills or obligations incurred by Construction Manager, for which previous Applications for Payment have been submitted and paid by Owner, have been paid by Construction Manager, or, if any bill or obligation remains outstanding, the statement shall fully disclose the outstanding bill or obligation by stating the name of the person or entity to whom the bill or obligation remains outstanding, the amount of the outstanding bill or obligation, and the reason why such bill or obligation has not been paid; Construction Manager's sworn statement must include Construction Manager's Subcontractor list in Excel electronic format and must reflect the amount of change orders entered into, by Construction Manager with Subcontractors;

.2 a duly executed Conditional Waiver and Release on Progress Payment from the Construction Manager and each Subcontractor waiving all such liens or bond claims for payment for the work covered by the Application for Payment being submitted conditioned upon receipt of payment;

.3 a duly executed Unconditional Waiver and Release on Progress Payment from Construction Manager and each Subcontractor waiving all liens or bond claims for payment for the work covered by the previous month's Application for Payment;

.4 such other reasonable information, documentation, and material as the Owner may request.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate for Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Final Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 5% »

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«NA »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«NA »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Final Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

«NA »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, including any requirements regarding ownership and insurance, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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§ 11.1.13 Notwithstanding any provisions in the Contract Documents to the contrary, the Owner may withhold payment to the Construction Manager to the extent reasonably necessary to protect its interests hereunder if any one or more of the following conditions exist:

.1 Construction Manager is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents and owner reasonably anticipates it could incur costs as a result of such default;

.2 Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; provided, however, such payment will be made as to the part thereof attributable to Work which is performed in accordance with the Contract Documents and is not defective (unless otherwise specified herein, only that portion of the Work which is defective will not be paid);

.3 Construction Manager has failed to make payments promptly to Subcontractors for material or labor used in the Work for which the Owner has made payment to the Construction Manager per the terms of this Agreement and the General Conditions;

.4 If Owner in good faith determines that the portion of the Guaranteed Maximum Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, whereupon no additional payments will be due Construction Manager hereunder unless and until Construction Manager, at its sole cost, performs a sufficient portion of the Work so that such portion of the Guaranteed Maximum Price that remaining unpaid as determined by Owner to be sufficient to so complete the Work; or

.5 Construction Manager fails to deliver the above-required affidavits, releases and waivers of lien.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.
- **.4** receipt of confirmation of approval of such completion by local government authorities, as evidenced by a certificate of occupancy or similar final inspection certificate; provided, however, that if the Construction Manager has only obtained a temporary certificate of occupancy due to (i) Owner's failure to complete Owner's obligations which are conditions precedent to obtaining a permanent certificate of occupancy, or (ii) additional requirements made by governmental authorities covering items not in the Contract; then final payment shall be made on the basis of such temporary certificate of occupancy;
- **.5** receipt by Owner of a bills paid affidavit in the form approved by Owner and conforming to any statutory requirements;
- **.6** a Conditional Waiver and Release of Lien and Bond Claims of Final Payment in the form approved by Owner waiving the Construction Manager's claim for payment, conditioned upon receipt of payment.
- **.7** a Conditional Waiver and Release of Lien and Bond Claims on Final Payment in the form approved by Owner from each Subcontractor or supplier, waiving, upon receipt of Final Payment, any and all mechanic's liens bond claims or any other claim for payment; and
- **.8** satisfaction by Construction Manager of the remaining close-out procedures and other final payment requirements described in the Contract Documents

§ 11.2.2. Upon completion of the Work, with the Application for Payment for Final Payment, the Construction Manager shall submit petty cash accounts, copies of invoices, and any other evidence required by Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) retainage applicable to prior progress payments. Owner's examination of the Construction Manager's final accounting shall not prelude Owner from exercising its rights of audit under the terms of Article 10 of this Agreement. The Owner's rights to perform an audit in accordance with the

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terms of Article 10 shall not be waived or otherwise be dependent on whether or not a review is performed by Owner's accountants in accordance with the terms of this Article 11.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 21 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect or if Owner elects not to request a written report to advise the Architect regarding the auditors' findings.

§ 11.2.2.2 Based upon such Cost of the Work as substantiated by audit and the Construction Manager's final accounting, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

«NA »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below.
(Insert rate of interest agreed upon, if any.)

If owed to Construction Manager for payment of undisputed amounts under the Contract, at the rate provided by the Texas Government Code; and if owed to Owner, at the maximum rate permitted by law.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Intentionally deleted.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Article 15 of AIA Document A201–2017

[« X »] Litigation in a court of competent jurisdiction

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[« »] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager as provided in Section 3.2.6 above.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated as provided in Section 3.2.6 above for Preconstruction Phase services performed. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services; and

.4 if Owner determines the GMP Proposal was not submitted in good faith, subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 In addition to the reasons set forth in Section 14.2 of the General Conditions, Owner may terminate the Agreement, in whole or in part, for cause effective after providing Construction Manager seven (7) days' notice and opportunity to cure or commence to cure, if any one or more of the following occurs: (a) Construction Manager files a

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voluntary petition in bankruptcy or an involuntary petition is filed against it, Construction Manager is adjudged bankrupt, a court assumes jurisdiction of the assets of Construction Manager under a federal reorganization act or other statute, a trustee or receiver is appointed by a court for all or a substantial portion of the assets of Construction Manager, Construction Manager becomes insolvent, suspends business or ceases to conduct its business in the ordinary course, or Construction Manager makes an assignment of its assets for the benefit of its creditors; or (b) any negligence, gross negligence or willful misconduct by Construction Manager or persons for whom it is responsible. If the Owner terminates the Contract for cause as provided in this section or Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.2.3 If it is determined that Owner did not have cause for termination, then the termination for cause shall be treated as a termination for convenience pursuant to § 13.2.3

§ 13.2.3 Termination by the Owner for Convenience

Owner may terminate the Agreement in whole or in part for any reason or no reason effective as of the date specified by the Owner in a termination notice to Construction Manager. If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017 Owner's only liability will be to pay Construction Manager unpaid balance due Construction Manager for Work actually performed in accordance with the Agreement up to the termination date, costs incurred by reason of the termination, including costs attributable to termination of Subcontracts (but not including overhead and profit on work not performed by Subcontractors), less any outstanding Claim amount Owner has against Construction Manager.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.1.3 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the insurance required by Exhibit B, Insurance Requirements for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost provided Construction Manager provides sufficient evidence to document the amount of the costs and that it was required to purchase such coverage solely for this Project.

As required by Chapter 2269 of the Texas Government Code, within 10 days of executing this Agreement, Construction Manager shall provide Owner a bid bond or other financial security acceptable to Owner to ensure Construction Manager provides the required Payment and Performance Bonds when the GMP is established, as specified under § 14.3.2 below.

§ 14.3.1.1 Not used.

§ 14.3.1.2 Not used.

§ 14.3.1.3 Not used.

§ 14.3.1.4 Not used.

§ 14.3.1.5 Not used.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in, Exhibit B, Insurance Requirements, and elsewhere in the Contract Documents.

When executing the Guaranteed Maximum Price Amendment, Construction Manager shall provide Payment and Performance bonds as required by Texas Government Code Chapter 2253, in the full penal sum of the Guaranteed Maximum Price, subject to increase pursuant to Change Order or Construction Change Directive in accordance with the Contract. Surety hereby consents to any such changes that increase the penal sums of the bonds as specified in this paragraph.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in Section 14.3.2 above, and elsewhere in the Contract Documents.

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§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

« »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 Exhibit B, Insurance Requirements

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.6 Other Exhibits:
(Check all boxes that apply.)

[**«NA »**] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

[**« NA »**] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« the documents identified in Section 2.1 as being part of the Contract Documents »

This Agreement is entered into as of the day and year first written above.

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OWNER *(Signature)*

« »« »

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

« »« »

(Printed name and title)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

«Georgetown Fire Logistics Building
« »

THE OWNER:
(Name, legal status and address)

«City of Georgetown »« »
«808 Martin Luther King Jr. St,
Georgetown, TX 78626»

THE ARCHITECT:
(Name, legal status and address)

«Brown Reynolds Watford Architects »
« 175 Century Square Dr, Suite 350 »
«College Station, TX 77840 »

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, the Request for Proposals issued by the Owner in anticipation of receiving proposals, and any Addenda to the Request for Proposals issued by the Owner, those sections of the Construction Manager's proposal included as Exhibit [XX] to the Agreement, and Addenda issued prior to execution of the Agreement, other documents listed in the Agreement, and Modifications issued after execution of the Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect or Owner.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. Contractor represents that it is not relying on any prior communications, negotiations, representations or agreements in entering into this Contract. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all provided, however, the enumeration of any portion of the Work shall not be construed to exclude other items contemplated by or reasonably inferable from the Contract Documents.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2. Contractor shall coordinate and complete the various parts of the Work so that no part shall be left in an unfinished or incomplete condition. Contractor covenants and agrees with Owner to Perform its services with the professional skill and care ordinarily provided by a Construction Manager practicing in the same or similar locality under the same and similar circumstances and to cooperate with Owner in furnishing the best interests of Owner and to complete the Project in the most expedient and efficient manner possible

§ 1.2.3
Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities and locations of installation of the various materials and equipment required for the Work. It is not intended that the specifications will mention every item of Work which can not be adequately shown on the Drawings nor is it intended that they could have been shown thereon. All material or labor for Work which is shown on the Drawings or is reasonable inferable therefrom as being necessary to produce a finished job shall be provided by Contractor whether or not the Work is expressly covered in the Drawings and Specifications.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 Subject to any separate agreement between the Owner and the relevant parties, all Drawings, Specifications, plans, other documents, including those in electronic form, and buildings, and the architectural works (as defined by 17 U.S.C. 101) embodied thereby, prepared in connection with the Project by the Architect, Owner, Contractor, Subcontractor, any Sub-subcontractor, consultant, supplier, materialman, or other contractor and copies thereof furnished by any of them are and shall remain, or are herein conveyed to become, the Owner's property upon creation and the Owner shall hold all common law, statutory and other reserved rights, including copyrights, rights in them, including all copyright rights (collectively "Work Product"); provided, however, that Work Product shall not include proprietary financial and administrative information developed in the ordinary course of business. Contractor agrees and does hereby assign, grant, transfer and convey to Owner, its successors and assigns, Contractor's entire right, title, interest and ownership in and to such Work Product, including, without limitation, all rights relating to copyright arising under 17 U.S.C. Section 101 et. seq. and any and all copyright registrations or applications associated therewith. Contractor confirms that Owner and its successors and assigns shall own Contractor's right, title and interest in and to, including the right to use, reproduce, make derivative works, distribute by sale, rental, lease or lending or by other transfer of ownership, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 101 or was created by or for Contractor under 17 U.S.C. Section 201(b). Contractor shall use diligent efforts to obtain similar assignments and confirmations from all of its Subcontractors, Sub-subcontractors, consultants, suppliers, and materialmen; provided, however, that Contractor shall not be required to obtain assignment of pre-existing intellectual property rights of any Subcontractor, Sub-subcontractor, consultants, supplier, or materialman and, pursuant to Section 5.3.1, must promptly inform the Owner of any inability to obtain the assignments and confirmations required by this Section. The Work Product is to be used only by the Contractor, its Subcontractors, Sub-subcontractors, consultants, suppliers, and materialmen with respect to this Project and is not to be used on any other project. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Contractor, Subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Work Product prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights, Owner's copyright or other reserved right. Contractor shall deliver all copies of the Work Product to Owner upon the earlier to occur of the Owner's request, completion of the Work, or termination of the Contract.

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§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. The Contractor confirms and agrees that the Owner has and shall retain all rights, title, and interest in and to such drawings, documents, designs and information, including, without limitation, any copyright or other Intellectual Property Rights, and that by use of such drawings, documents, designs and information, the Contractor shall not acquire any right, title, or interest in such drawings, documents, designs and information, including, without limitation, any copyright or other Intellectual Property Rights.

§ 1.5.3 License. To the extent necessary or appropriate to allow Owner to receive the benefit of the Work, Contractor hereby grants to Owner and its affiliates a non-exclusive, irrevocable, worldwide, fully paid-up, royalty-free, assignable license (a) to access and use the software, processes and other intellectual property used to perform the Work under, and (b) to permit Owner's designees to access and use such software, processes and other intellectual property in connection with providing goods or services to, or purchasing goods or services from, Owner.

§ 1.5.4 Ownership. Contractor agrees that, as between Contractor and Owner, all Work Product is the sole property of Owner. Contractor hereby does, and will cause its employees, contractors and subcontractors to, irrevocably, perpetually and unconditionally assign to Owner without further consideration all worldwide rights, title, and interest each may have in any Work Product, including any Proprietary Rights relating thereto of any sort throughout the world, except for any Contractor Intellectual Property contained in any Work Product. Such rights will vest in Owner upon the development, construction, implementation, completion, design, delivery, integration, attachment, incorporation or installation of the relevant Work Product. If any Proprietary Rights, including artists' rights and moral rights, in any Work Product cannot (as a matter of Law) be assigned by Contractor or Contractor's employees, contractors or subcontractors to Owner, then: (a) Contractor irrevocably, perpetually and unconditionally does, and will cause its employees, contractors and subcontractors to, waive the enforcement of such rights and all Claims of any kind against Owner with respect to such rights; and (b) to the extent Contractor or any of its employees, contractors or subcontractors cannot (as a matter of Law) make the waiver in subsection (a) of this Section, Contractor irrevocably, perpetually and unconditionally grants, and will cause its employees, contractors and subcontractors to irrevocably, perpetually and unconditionally grant, to Owner an exclusive (without reservation), perpetual, irrevocable, worldwide, fully paid-up, royalty-free, transferable, assignable license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights: (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, and digitally perform, and otherwise use and exploit such Work Product in any medium or format, whether now known or hereafter discovered; (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit such Work Product and any product or service based on, embodying, incorporating, or derived from such Work Product; and (iii) to exercise any and all other present or future rights not yet known in such Work Product. Contractor hereby assigns, and will cause its employees, contractors and subcontractors to assign, to Owner any and all Claims, past, present, or future, of any nature whatsoever, that Contractor or its employees, contractors or subcontractors may have for infringement, misappropriation, or violation of any Proprietary Right assigned to Owner pursuant to this Section.

§ 1.5.5 Contractor Intellectual Property. Owner acknowledges that the Work Product may include Contractor intellectual Property, and agrees, as between Owner and Contractor, that Contractor will retain ownership of all such Contractor Intellectual Property, including all Proprietary Rights therein and thereto. To the extent that any Contractor Intellectual Property is contained in any Work Product, or necessary for Owner to use or fully exploit any Work Product, then Contractor irrevocably, perpetually and unconditionally grants, and will cause its employees, contractors and subcontractors to irrevocably, perpetually and unconditionally grant, to Owner a non-exclusive, perpetual, irrevocable, worldwide, fully paid-up, royalty-free, transferable, assignable license, with the right to sublicense through multiple levels of sublicensees: (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, and digitally perform, and otherwise use and exploit such Contractor Intellectual Property in any medium or format, whether now known or hereafter discovered; (b) to use, make, have made, sell, offer to sell, import, and otherwise exploit such Contractor Intellectual Property and any product or service based on, embodying, incorporating, or derived from such Contractor Intellectual Property; and (c) to exercise any and all other present or future rights not yet known in such Contractor Intellectual Property; provided, however, that this license will not permit the commercial exploitation of such Contractor Intellectual Property on a stand-alone basis.

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§ 1.5.6 Further Assurances. Subsequent to the execution and delivery of the Contract Documents, and without any additional consideration, Contractor will execute and deliver, and will cause its employees, contractors and subcontractors to execute and deliver, any further legal instruments (in such form as is acceptable to Owner) and perform any acts that in each case are or may become necessary to effectuate the purposes of this Article.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to secure approvals on behalf of the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor evidence as required by statute.

§ 2.2.3 Not used.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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§ 2.3 Information and Services Required of the Owner

§ 2.3.1 The Contractor shall secure and the Owner shall pay for all necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Contractor shall obtain the building permit on behalf of the Owner and shall secure and the Owner shall pay for water tap fees, street closure permits, and permits required for delivery materials. The Owner shall not be responsible to pay for any licenses required to be maintained by Contractor or its subcontractors (including any and all trade licenses that Contract and any subcontractor may be required to obtain in connection with the performance of the Work or any portion thereof). Without limiting Contractor's obligations under this paragraph the Contractor shall assist the Owner in obtaining any such approvals as may be reasonably requested by the Owner.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such documents shall be provided for information only and are not warranted or represented to show the conditions at the Project site accurately. The Construction Manager may use the information at its own risk and shall use customary and reasonable precautions relating to the performance of the Work. Construction Manager shall perform all Work to avoid damaging any cables, pipes, pipelines other utilities, and other property on the Property. Construction Manager shall be responsible for any damage done to such cables, pipes, pipelines, other utilities and other property during the Work. Construction Manager is responsible for notifying the State One Call Board of Texas, or one of its approved service providers (e.g., 1-800-DIG- TESS), for locates as required for all foreign and Owner utilities prior to beginning any Work, unless otherwise directed by the Owner. Prior to any excavation at any site, Construction Manager must call any entity known to have facilities in the excavation area, including municipal utility departments, cable and other telecommunications companies, and any other entities not associated with the State One Call Board of Texas to request locates of that entities' facilities. The Owner makes no representation or warranty that any information provided to Contractor by or on behalf of the Owner is accurate, correct, complete, fit for its intended purpose or can be used without infringing any patent, copyright, trademark, or other Intellectual Property Rights of third parties. The Contractor shall exercise proper precautions relating to the safe performance of the Work, particularly with respect to the location of utilities and pre-existing conditions.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and necessary to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the

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reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. Notwithstanding the notice requirements of this section, in the event of an emergency, Owner shall be entitled to take remedial and other necessary action immediately and without prior notice. In no event shall the Owner's exercise of any rights or remedies under this Article 2 or the Contract Documents relieve the Contractor from any liabilities arising from any default, violation or failure to abide by the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout and nature of the Project site and surrounding areas including all access, hoisting requirements and conditions, site logistics, and the geotechnical report, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, (5) any applicable rules and restrictions of Owner relating to construction on the real property and other buildings located in the vicinity of the Project, (6) applicable codes and laws, and (7) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor and its Subcontractors shall be solely responsible for providing a safe place for the performance of their Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this section.

§ 3.2.2 Contractor shall exercise reasonable efforts consistent with construction industry standards to diligently, carefully and thoroughly study and compare all Contract Documents, take field measurements and verify field conditions, compare them to the drawings and specifications, and will report in writing to Architect and Owner any questions, errors, inconsistencies, inadequacies, insufficiencies, or omissions (collectively "Deficiencies") in the plans, specifications, or other design documents that are identified by Contractor. Throughout Contractor's performance of the scope of work, Contractor will necessarily review the Contract Documents on a continuous basis for purposes of discovering Deficiencies. Contractor's review of the Contract Documents for Deficiencies under this Section includes review for clarity, consistency, constructability, maintainability/operability and coordination among trades. Contractor shall consult with Architect regarding the selection of materials, building systems and equipment, and shall recommend alternative solutions whenever design details affect construction feasibility, schedules, cost or quality and shall provide other value engineering services. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, except to the extent that it would be expected to do in its capacity as a contractor and not as a licensed design professional, but the Contractor shall promptly report in writing to the Architect and Owner any Deficiencies that Contractor identifies in

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the Contract Documents based on its review of the Contract Documents as set forth above in Section 3.2.2 or that Contractor discovers or is made known to the Contractor as a request for information in such form as the Architect or Owner may require. Contractor acknowledges that it may be liable, in whole or part, to Owner for consequences that are the direct result of Contractor's failure to promptly disclose Deficiencies in writing to Owner and Architect. Nothing in Section 3.2.2 or 3.2.3 shall be construed to modify or affect legal, contractual and/or professional obligations of Architect and/or Owner regarding plans, designs, drawings or specifications, or identification and/or handling of Deficiencies.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, except to the extent that Contractor knew or should have known of such matters and failed to promptly notify Owner and/or the Architect as provided herein.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall ensure that all material suppliers and Subcontractors adhere to the Contract Documents and that they order and provide materials to the jobsite on time, taking into account the current market and delivery conditions. Contractor shall coordinate its Work with that of all persons or entities performing portions of the Work on the Project, including deliveries, storage, installations and construction of utilities.

§ 3.3.5 The Contractor shall develop and implement a system and procedures for reviewing its own Work and the work of its Subcontractors for defects and deficiencies, including the preparation of all appropriate quality control documentation, to assure that all such defects and deficiencies are discovered and corrected. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.6 The Contractor shall develop and implement a system and procedures for preparing, reviewing and processing Change Orders which fully complies with Article 7 and assures that the preparation of Change Proposals and responses to Construction Change Directives include the submittal of: (a) an explanation of the reasons for any requested changes in the Contract Sum; (b) identification of all supporting documents to verify any requested cost changes; and (c) a detailed explanation of any critical path schedule impacts.

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§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them or who Contractor knows or through diligence should know is not authorized to work under applicable laws. At no time shall any individual engage in any illegal activities at the site, consume or possess alcoholic beverages at the site, or use illegal drugs at the site. Contractor understands and agrees that if its employees or any other person carrying out the Work engage in unsafe, inappropriate, offensive or disorderly conduct or harasses Owner, its guests, employees or patrons, Owner may require Contractor to permanently remove such offending employees from site.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that it will perform all elements of the Work in accordance with the Contract Documents and that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor's express warranties contained herein are not limited by the provisions of Section 12.2 and shall be in addition to any warranties, indemnities, claims, rights, actions or remedies that Owner may have in the Contract Documents or at law or in equity for defective Work or breach of the Contract Documents.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. Contractor shall be responsible for providing all such warranties to Owner regardless of any dispute with Owner or with any Subcontractor.

§ 3.5.3 Contractor shall assign Subcontractor, manufacturer and supplier warranties and guarantees directly to the Owner. During the one (1) year period for correction of the Work, Contractor shall enforce the Subcontractors', manufacturers' and suppliers' warranties for the benefit of Owner or its assigns. After expiration of such period, the Contractor shall continue to aid Owner in enforcing any continuing warranties assigned to Owner. Contractors' obligations under this section shall survive the expirations or earlier termination of the Contract.

§ 3.5.4 All guarantees and warranties of materials and services furnished to Contractor or Subcontractors by any Subcontractor, manufacturer or supplier shall be deemed to run for the benefit of the Owner. Contractor hereby assigns to Owner the benefits of all guarantees and warranties of all Subcontractors, manufacturers and suppliers engaged for the Project, but such assignment shall not relieve Contractor of its warranty obligations to Owner under the Contract Documents or Applicable Laws. The Contractor further agrees to perform the Work in such a manner so as to preserve any and all such guarantees and warranties.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Notwithstanding the foregoing, Contractor acknowledges Owner is exempt from sales tax and Owner will not pay and Contractor shall not request payment for any such taxes. Contractor will request and Owner

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will provide Owner's Tax Exempt ID, which Contractor and Subcontractors will use for work and materials on the Project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Unless otherwise required by relevant authorities, the Contractor shall procure all certificates of occupancy (and similar certificates and permits), and pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Contractor shall deliver to Owner certificates of inspection, use, and occupancy upon completion of the Work in sufficient time for occupation of the Project in accordance with the approved schedule for the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Notwithstanding the foregoing, the Contractor shall be solely responsible for complying with all laws, statutes, ordinances, building codes and rules and regulations affecting the means and methods of how the Work is to be performed.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. Contractor agrees this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. Contractor shall obtain written approval from Owner of the actual cost of any item covered by allowances before incurring such costs. The Contractor shall keep separate and adequate records of all allowances and submit records of the allowances to the Owner no less than monthly and with each Application for Payment.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor will include the superintendent in its list of Key Personnel.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor will assign the key personnel of its staff to complete the Work as delineated in Exhibit C Key Personnel and Staffing attached to the Agreement and as agreed to with Owner. The Contractor will not substitute these key personnel without the Owner's prior written permission. If requested by the Owner, the Contractor will replace these key personnel, subcontractors' personnel or any other personnel employed by the contractor with equally capable personnel, subject to the Owner's prior approval, unless the person becomes unable to perform any such duties due to death, disability or termination of employment with the Construction Manager. Owner may reject any proposed individual or subcontractor in Owner's sole discretion.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, as part of its GMP Proposal, shall include for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor must prepare a progress schedule ("Progress Schedule") tracking the progress of the Work, and shall maintain the Progress Schedule in a detailed precedence-style critical path management ("CPM") format reasonably satisfactory to the Owner that shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Completion Dates"). The Contractor shall monitor the progress of the Work for conformance with the requirements of the Schedule and shall promptly advise the Owner of any delays or potential delays. In the event any delay, the Contractor shall propose an

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affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report or written notice delivered to the Owner of a delay constitute an adjustment in the Contract Time, any Milestone Completion Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.5 If the Owner, in its reasonable discretion, determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to require that the Contractor take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with such measures requested by the Owner and implemented by Contractor under or pursuant to this Section 3.10.5, except to the extent of delays arising out of wrongful acts or omissions by Owner or the Architect in violation of the Agreement, force majeure, or other causes beyond the control of Contractor or its subcontractors of any level or suppliers.

§ 3.10.3 Acceleration of Work Not Delayed. Owner shall also have the right to direct that the Work be accelerated by means of overtime, shifts or restructuring of the Work notwithstanding that the Work is progressing without delay in accordance with the established Progress Schedule. Contractor agrees to perform same on the basis of reimbursement of direct costs (i.e., additional supervision and Project Management staff necessary to manage the acceleration, premium portion of overtime pay, actual production loss costs due to loss of production efficiencies, equipment costs and such other items of cost resulting from such acceleration). Contractor shall promptly provide an acceleration plan, including recommendations for the most effective and economical acceleration of the Work, and estimated costs of same. Contractor will use reasonable commercial efforts to minimize production loss costs and will keep Owner apprised of such costs on a weekly basis. All acceleration of Work will be subject to the Change Order Procedure set forth in Article 7 of these General Conditions.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction ("As Built Drawings"), and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. These documents shall be available to Architect and Owner during the progress of the Work for review to ensure general conformance with the Project and the requirements of the Contract Documents. As-Built Documents shall contain, but not be limited to: (i) the actual location of the underground utilities and appurtenances as referenced to permanent surface improvements; (ii) the location of internal utilities and appurtenances concealed in building structures; and (iii) significant changes during the construction process and significant detail not shown in the original Contract Documents. The As-Built Documents are to be kept accurately and no work shall be permanently concealed until the required information has been recorded. As part of the Project closeout submittals, and prior to release by Owner of Final Payment, Contractor shall submit one (1) set of accurate and complete As-Built Documents to Architect for Architect's review for general conformance with the Project.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the

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Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 CONTRACTOR ACKNOWLEDGES THAT IT WILL HAVE CONTROL OF ALL MEANS, METHODS, AND SAFETY MEASURES, IN CONNECTION WITH THE PERFORMANCE OF THE WORK UNDER THIS AGREEMENT AND, AS A RESULT, THE OWNER HAS A REASONABLE EXPECTATION THAT THE CONTRACTOR WILL HOLD THE OWNER HARMLESS FROM ANY CLAIMS ARISING OUT OF THE CONTRACTOR'S PROSECUTION OF THE WORK. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ANY CLAIM AGAINST THE OWNER ARISING OUT OF THE CONTRACTOR'S WORK AND INCLUDING SUCH CLAIMS AS MAY BE MADE BY EMPLOYEES OF THE CONTRACTOR, OR ANY OF ITS SUB-CONTRACTORS, SUPPLIERS OR AGENTS, WILL ALLEGE SOME CONTRIBUTORY NEGLIGENCE ON THE PART OF THE OWNER AND THAT, FOR THE OWNER TO BE INDEMNIFIED FROM SUCH CLAIMS, THE CONTRACTOR'S INDEMNITY OBLIGATION MUST INCLUDE AN EXPRESS PROVISION INCLUDING OWNER'S OWN CONTRIBUTORY NEGLIGENCE IN SUCH INDEMNITY OBLIGATIONS. THEREFORE, THE CONTRACTOR ACCEPTS AND AGREES TO ITS INDEMNITY OBLIGATIONS AS SET FORTH BELOW. THE INDEMNITY OBLIGATIONS SET FORTH BELOW ARE INTENDED TO PROVIDE THE MAXIMUM INDEMNITY ALLOWED BY LAW, AND TO EXPRESSLY INCLUDE INDEMNITY FOR INJURIES TO EMPLOYEES OF THE CONTRACTOR, ITS SUB-CONTRACTORS, OR ANY TIER, EMPLOYEES OR AGENTS. THIS INDEMNITY SHALL INCLUDE THE MAXIMUM INDEMNITY ALLOWED UNDER TEXAS INSURANCE CODE CHAPTER 151, INCLUDING INDEMNITY FOR

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INJURIES TO EMPLOYEES OF THE CONTRACTOR, ITS SUB-CONTRACTORS, OR ANY TIER, EMPLOYEES OR AGENTS.

TO THE FULLEST EXTENT PERMITTED BY LAW (BUT NO FURTHER), INCLUDING CHAPTER 151 OF THE TEXAS INSURANCE CODE (AND EXCEPT FOR EMPLOYEE INJURY CLAIMS COVERED BY SECTION 3.18.2 BELOW), THE CONTRACTOR WILL BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, INDEMNIFY AND HOLD HARMLESS AND SHALL DEFEND THE OWNER, AND ITS OFFICERS, DIRECTORS, ELECTED OFFICIALS, AND EMPLOYEES (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "INDEMNIFIED PARTY" AND COLLECTIVELY AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST CLAIMS, ACTIONS, LIABILITIES, LOSSES, JUDGMENTS, AWARDS, FINES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS AND EXPENSES OF LITIGATION OR ARBITRATION INCURRED BY AN INDEMNIFIED PARTY, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR A FAILURE IN THE PERFORMANCE OF THE WORK OF THE CONTRACT BY OR THROUGH THE CONTRACTOR OR ANY OTHER NEGLIGENT OR WRONGFUL ACT OR OMISSION OF THE CONTRACTOR OR ONE OF ITS SUBCONTRACTORS OR SUPPLIERS (OF ANY TIER) OR ANYONE ELSE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE (HEREINAFTER REFERRED TO COLLECTIVELY AS THE "SUBCONTRACTOR PARTIES"), SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.1.

EXPENSES RECOVERABLE BY AN INDEMNIFIED PARTY AS PART OF THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 3.18.1 SHALL INCLUDE, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND ANY COSTS INCURRED BY OWNER IN ENFORCING THE PROVISIONS OF THE CONTRACTOR'S INDEMNITY OBLIGATIONS.

EXCEPT AS PROVIDED IN SUBSECTIONS 3.18.2 THROUGH 3.18.3 BELOW, IN THE EVENT THAT AN INDEMNIFIED PARTY ARE FOUND, BY FINAL JUDGMENT OR ARBITRATION AWARD, TO BE NEGLIGENT OR AT FAULT IN WHOLE OR IN PART, THE INDEMNITY AND HOLD HARMLESS OBLIGATION OF THE CONTRACTOR WITH REGARD TO ATTORNEY'S FEES AND LITIGATION OR ARBITRATION COSTS AND EXPENSES INCURRED BY AN INDEMNIFIED PARTY IN DEFENSE OF SUCH CLAIM SHALL BE REDUCED BY THE PERCENTAGE OF NEGLIGENCE OR FAULT OF THE INDEMNIFIED PARTY AND/OR THEIR DESIGN PROFESSIONALS, CONSULTANTS, OR SEPARATE CONTRACTORS (OTHER THAN THE CONTRACTOR AND THE SUBCONTRACTOR PARTIES).

§ 3.18.2 Broad Form Indemnity for Employee, On-The-Job Bodily Injury Claims:
WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR HEREBY INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS THE OWNER AND THE OTHER INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AWARDS, FINES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES AND LITIGATION OR ARBITRATION COSTS AND EXPENSES INCURRED BY OWNER AND/OR THE OTHER INDEMNIFIED PARTIES HEREUNDER, IN CONNECTION WITH SUCH ACTIONS AGAINST OWNER AND/OR AN INDEMNIFIED PARTY FOR THE BODILY INJURY OR DEATH AT THE PROJECT SITE OF AN EMPLOYEE OF THE CONTRACTOR OR ITS SUBCONTRACTOR PARTIES OF ANY TIER, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE, SURVIVORS, STATUTORY BENEFICIARIES, ASSIGNEES, OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM"), EVEN TO THE EXTENT OF THE NEGLIGENCE OR FAULT OF THE OWNER OR THE INDEMNIFIED PARTIES.

§ 3.18.3 Broad Form Obligation to Defend Employee Injury Claims upon Owner's Demand.
IN ADDITION TO AND NOTWITHSTANDING THE FOREGOING, UPON TIMELY WRITTEN NOTICE, OWNER MAY, IN ITS SOLE DISCRETION, REQUIRE CONTRACTOR TO DEFEND THE OWNER AND THE OTHER INDEMNIFIED PARTIES IN CONNECTION WITH ANY ACTION (WHETHER IN LITIGATION OR ARBITRATION) ASSERTING AN "EMPLOYEE INJURY CLAIM"

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TO THE FULLEST EXTENT ALLOWED BY LAW, CONTRACTOR'S OBLIGATION TO DEFEND OWNER OR ANY OTHER INDEMNIFIED PARTY IN AN ACTION ASSERTING AN EMPLOYEE INJURY CLAIM SHALL ARISE REGARDLESS OF THE ALLEGED NEGLIGENCE OR FAULT OF THE OWNER OR SUCH OTHER INDEMNIFIED PARTY FOR WHOM CONTRACTOR IS OBLIGATED TO DEFEND. IN THE EVENT SUCH DEFENSE HAS BEEN TENDERED TO CONTRACTOR AND CONTRACTOR HAS REFUSED OR FAILED TO DEFEND SUCH CLAIM, CONTRACTOR SHALL BE LIABLE AND SHALL REIMBURSE OWNER AND SUCH OTHER INDEMNIFIED PARTIES FOR THEIR ATTORNEY'S FEES AND LITIGATION OR ARBITRATION COSTS AND EXPENSES INCURRED IN SUCH DEFENSE, REGARDLESS OF ANY FINDING OR DETERMINATION OF NEGLIGENCE OR FAULT OF THE OWNER OR SUCH OTHER INDEMNIFIED PARTIES.

§ 3.18.4 THE FOREGOING INDEMNIFICATION AND DUTY TO DEFEND SECTIONS ARE NOT LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS AVAILABLE UNDER ANY INSURANCE POLICY CARRIED BY THE CONTRACTOR.

THE FOREGOING INDEMNIFICATION AND DUTY TO DEFEND SECTIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON AND THE COMPLETION OF ALL WORK WITHIN THE SCOPE OF THIS CONTRACT.

TO THE EXTENT ANY PORTION OF THE ABOVE INDEMNITY OBLIGATIONS MAY BE FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, OR VOID AS AGAINST PUBLIC POLICY, OR OTHERWISE PROHIBITED BY LAW, THEN THE REMAINDER OF THE ABOVE INDEMNITY OBLIGATIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

§ 3.19 MONTHLY REPORTS*

The Contractor shall perform the Work in general accordance with the most recent schedules submitted to and approved by the Owner and Architect. On or before the first day of each calendar month, the Contractor shall provide a written monthly report in PDF format to each of the Owner and the Architect on the progress of the entire Work (the "Monthly Report"), which includes a narrative noting major activities (both those in progress and those completed) during the preceding month, as well as those activities planned for the following month. An excel file of the latest progress schedule, as compared to the baseline schedule, shall be included in the report. Delays and disruptions incurred during the preceding month shall be noted in such Monthly Report, along with the Contractor's proposal for making up any lost time to ensure that the Work is satisfactorily completed within the Contract Time (as defined in Section 8.1.1). Each Monthly Report shall include a Change Order log, an updated construction schedule (electronic with hard copies in the computer application format), the progress of pending decisions with impacts on the construction schedule, a Request for Information ("RFI") log, a submittal log, project progress photos, and a log of accidents and other incidents involving the safety of persons on or about the Project site. Owner's obligation to release the progress payment for any given month shall be conditioned upon Owner's receipt of a complete and accurate Monthly Report for such previous month. On or before the first day of each calendar quarter, the Contractor shall provide the Owner with a detailed accounting ledger indicating amounts actually paid by Contractor pursuant to the previous calendar quarter's Applications for Payment and accounting for any underpayment or overpayment by Owner on the previous calendar quarter's Progress Payments (the "**Quarterly Accounting Report**"). The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Architect in each Quarterly Accounting Report.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect. Consent shall not be unreasonably withheld.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect with the approval from the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable and Owner agrees, the Architect or Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Owner, or the Architect with the Owner's permission will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct or indirect contract with the Contractor or another Subcontractor of any tier to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor. A material supplier is a Subcontractor.

§ 5.1.2 A Sub-subcontractor is a Subcontractor. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Contractor, in accordance with Section 9.3 of the Agreement, shall identify and select the persons or entities proposed for each major element of the Work other than the minor work that may be included in the general conditions, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect or Owner may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

§ 5.3.2 Contractor shall receive, review and take action on all requests for payment from Subcontractors and material suppliers performing work and providing materials in the construction of the Project before submitting such requests for payment to Owner or Architect, and Contractor shall pay such Subcontractors and material suppliers within 10 days after receipt of payment from Owner except only for any amounts that Contractor is entitled to retain for retention or for incomplete or unsatisfactory Work or other claims under a Subcontract or purchase order; provided that Contractor's approval of such requests for payment from Subcontractors and material suppliers shall not bind Owner nor serve as Owner's approval of such requests.

§ 5.3.3 Contractor shall furnish the Owner with copies of all executed subcontracts and with a list of all the Subcontractors and major suppliers on the Project. Each subcontract or supply agreement shall contain provisions that:

.1 require that the Contract forms a part of such Subcontract to the extent applicable to the Work of the Subcontractor;

.2 require that the Work performed pursuant to such subcontract be performed in accordance with the requirements of the Contract Documents (both express requirements and those that are reasonably inferable from the Contract Documents);

.3 require submission of Applications for Payment in a form reasonably approved by Owner, together with a reasonably detailed schedule of a values and other supporting documentation required by Owner;

.4 require each Subcontractor and supplier to maintain insurance coverage as provided in the subcontract or other applicable agreement and to file certificates of such coverage with Contractor;

.5 require each Subcontractor and supplier to furnish to Contractor in a timely fashion all information necessary for the preparation and submission of the Monthly Reports and Quarterly Reports required herein; and

.6 require that each Subcontractor and supplier continue to perform under its subcontract if the Contract is terminated for cause and if Owner takes an assignment of the subcontract or supply agreement and requests the Subcontractor or supplier to continue such performance.

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§ 5.3.4 Contractor shall require Subcontractors of any tier and suppliers to submit a payment application schedule of values to the Owner for the Owner's approval before the Work commences. Such schedule of values must be consistent with the schedule of values required by Section 9.2 hereof and the Agreement, and must fairly estimate the percentage of the Subcontractor's, Sub-subcontractor's or supplier's work that will be completed (or materially delivered) each application date. The percentage of the total cost reflected in any tier of Subcontractors' and supplier's bid to be requested on each payment application date shall not exceed the percentage of the Work completed (or materials delivered) prior to the submission of such request for payment, less the percentage of the total cost reflected in prior applications for payment. The Contractor shall obtain the Owner's approval of such schedule of values before the Contractor submits the first Application for Payment to the Owner.

§ 5.3.5 The Owner and Architect shall not be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

§ 5.3.6 Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, Architect, or any Owner related party and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause or convenience pursuant to Article 14 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and
- .3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and Owner assumes those obligations under the subcontract that the Owner agrees in writing with Subcontractor to assume. In no event shall Owner assume any obligation for which a breach occurred prior to the assignment. In no event shall Owner be obligated to pay subcontractors amounts that Owner has already paid to Contractor or for which Owner would not have been obligated to pay Contractor.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 90 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction

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schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect with written approval from the Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Owner and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

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.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2.1 Disagreement on Cost of Change Order Work. If Owner and Contractor cannot agree on the cost of any Change Order Work, Contractor shall proceed with the performance of the Change Order Work if Owner issues a written Construction Change Directive. Contractor will maintain cost records with respect to the Construction Change Directive and payment with respect to such Work will be calculated in accordance with Article 7 regarding Cost of the Work to be reimbursed together with the Construction Manager's Fee attributable to the Work on a monthly basis. Pending final determination of the cost of such Construction Change Directive, properly documented amounts shall be included in Applications for Payment.

§ 7.2.2.2 Disagreement on Extension of Contract Time. If Owner and Contractor cannot agree on the extension of the Contract Time caused by any Change Order Work, or the method of determining such extension, Contractor shall proceed with the performance of the Change Order Work if Owner issues a written Construction Change Directive. In such event, the extension of the Contract Time due to such Construction Change Directive shall be referred to the Architect for a recommendation, who shall (within five (5) business days of receipt of such request for recommendation) reasonably recommend a proposed extension to the Contract Time, if any, or method of determining same. If Owner and Contractor do not in good faith agree with Architect's recommendation or Architect does not timely issue a recommendation, either party may submit the issue to mediation.

§ 7.2.2.3 Accurate Change Order Pricing Information. Contractor agrees that it is obligated to mitigate the impacts of any change order by using best efforts to secure fair and reasonable pricing and to submit accurate documentation to support any change order proposals or other contract price adjustments in accordance with the terms of the Contract with respect to pricing of Change Orders.

§ 7.2.2.4 It is understood and agreed that refinement and detailing will be accomplished from time to time with respect to the Drawings and Specifications set forth in the Contract Documents, including after establishing the GMP. Notwithstanding any other provision, Contractor shall not be entitled to an adjustment to the Cost of the Work, Construction Manager's Fee, or the date required for Substantial Completion unless (i) such refinement or detailing results in changes in the scope of the Work, quality, function, and/or intent of the Drawings and Specifications not reasonably inferable or anticipated by Contractor using reasonable judgment, industry standard practices, experience and expertise and (ii) such adjustment to the Cost of the Work, the Construction Manager's Fee, or the date required for Substantial Completion, is first approved in writing by the Owner.

§ 7.2.2.5 Written agreement on any Change Order shall constitute a final settlement on all matters related to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect Costs associated with such change and any and all adjustments to the Contract Sum, the Contract Time, and/or the construction schedule.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 The Contractor acknowledges and agrees that adjustments in the Contract Time will not be permitted for Inexcusable Delays. The Contractor acknowledges and agrees that adjustments in the Contract Time will be permitted for Excusable Delays, but only to the extent (a) such delay (i) is not caused by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, which notice in any event must be provided within five (5) business days after the occurrence of such event, or (iii) is of a duration not less than one (1) day, and (b) the Contractor demonstrates that it has used its best efforts to minimize the consequences of any such delay. In no event shall an extension of the Contract Time be granted unless the activity for which an extension is requested is on the critical path of the most current revision of the schedule that was accepted by the Owner prior to the occurrence of the event for which the extension is requested; provided, however, an extension of the Contract Time may be granted if the activity for which an extension is requested is not on the critical path of the most current revision of the schedule, but the delay causes the activity to fall on the critical path and there is no reasonable alternative to schedule such activity off the critical path.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 "Excusable Delay" shall mean a delay which is caused by (i) a change in the Work pursuant to a Change Order executed in accordance with the Contract Documents including Change Orders due to unforeseen conditions in accordance with the General Conditions, (ii) a delay caused by Owner, or (iii) a "force majeure event" (defined below). The term "force majeure event" shall refer to a delay in the performance of the Work caused by an event beyond the Contractor's reasonable control or which the Contractor could not have reasonably anticipated and avoided, including Abnormal Weather Conditions as defined in Article 15, unavoidable casualties, strikes, acts of God, moratoriums, or other abnormal governmental restrictions, war, fire or other casualty. Contractor must notify Owner within the time requirements of Section 15.1.3 of the General Conditions of any Claim for Excusable Delay hereunder and must include that Claim in the applicable Monthly Report otherwise Contractor waives that Claim.

§ 8.3.4 "Inexcusable Delay" shall mean a delay in any stage of the Progress Schedule caused by an event other than an Excusable Delay. In the event of Inexcusable Delay, Owner may direct that the Work be accelerated by means of overtime, additional crews or restructuring of the Work until such time as the Work has progressed so that it complies with the stage of completion required by the Progress Schedule. Contractor shall promptly provide a plan including a recommendation for the most effective and economical acceleration (a "Recovery Plan").

§ 8.3.5 Acceleration Plan. In the event of any acceleration requested by Owner not due to Inexcusable Delay, Contractor shall promptly provide a plan including a recommendation for the most effective and economical acceleration (an "Acceleration Plan") and the costs of same. If accepted by Owner, the implementation of such an Acceleration Plan shall be as a Change Order.

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor may submit proposed revisions to the schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect or Owner. This schedule, if approved in writing by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect or Owner may require, and if approved in writing by Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 The Contractor and each Subcontractor shall prepare a payment breakdown for the Work for which each is responsible in such detail as required by the Owner. This breakdown shall include a description of the Work with assigned dollar value for the miscellaneous phases and/or items of Work. Once accepted by the Owner, all payment requests shall include this information together with the percent of the Work completed to date, the value of the Work completed to date, the percent of the previous amount billed, the previous amount billed, and the current percent completed. Any trade breakdown which fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. The Owner shall review each such payment breakdown and shall approve or disapprove such breakdown. If a breakdown has been initially approved and subsequently used, but later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit monthly Applications for Payment to the Architect for approval in accordance with this Section . The Application for Payment shall be itemized and prepared in accordance with the schedule of values required under Section 9.2 for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 One week prior to the monthly OAC meeting, the Contractor shall prepare in accordance with the approved schedule of values, a preliminary draft of the Application for Payment (hereinafter referred to as a "**Pencil Draw**") for review with the Owner and Architect at the OAC meeting. Each line item will be reviewed and either accepted or noted for changes. The Owner may withhold approval for charges as provided herein. If Owner and Architect determine no revisions to the Pencil Draw are needed, Sections 9.3.1.2 and 9.3.1.3 below will not apply for that month.

.2 The Contractor shall revise the Pencil Draw in accordance with any bona fide dispute about the Work, objection or recommendation of the Owner or the Architect that is consistent with the requirements of the Contract Documents. Such revised Pencil Draw shall be re-submitted by the Contractor to the Owner and Architect.

.3 A second meeting will be held with the Owner, Architect, and Construction Manager to review the revised Pencil Draw. If acceptable, the Architect will recommend approval to the Owner. If changes need to occur, the Architect will work with the Construction Manager to get all changes made as soon as possible for acceptance.

.4 Contractor shall submit in accordance with Section 9.3.1, along with all documentation required under this Article and Article 11 of the Agreement, its Application for Payment based on the Pencil Draw, as may have been revised under Sections 9.3.1.2 and 9.3.1.3, for Architect's certification ("Certificate for Payment") under Section 9.4.1. Architect's approved Certificate for Payment shall be considered the "invoice" under Chapter 2251 of the Texas Government Code.

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5. Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 2251.042, receipt of the Application for Payment by the Architect is the Pencil Draw as provided in the above Section 9.3.1.4 and shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of Architect's Certificate for Payment as provided in Section 9.4.1 below shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042

§ 9.3.1.6 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, but not yet included in Change Orders.

§ 9.3.1.7 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 Contractor shall also comply with the following specific requirements related to stored material:

1. The aggregate cost of material stored off site shall not exceed the aggregate amount which has been approved in writing by Owner under Section 9.3.2 above; Payment shall not include any charges for overhead or profit on stored materials;
2. Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and the Owner's construction lender, if any, including, without limitation, recorded financing statements, UCC filings and UCC searches; Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) for storage and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.
3. With each Application for payment, the Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for the materials stored off the Project site in an amount not less than the total value thereof;
4. The location must be a bonded warehouse and the surety hereby consents to prior to payment for any materials stored off the Project site permitted by this section.
5. The Contractor will provide an Observation Report confirming that a Contractor has viewed and confirmed material, quantities and conditions at the stored location and that Representatives of the Owner and Owner's construction lender, if any, shall have the right to make inspections of the storage areas at any time; and
6. Such materials shall be (a) protected from diversion, destruction, theft and damage to the satisfaction of the Owner and Owner's construction lender, if any, (b) specifically marked for the use of the Project, and (c) segregated from other materials at the storage facility.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims,

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security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment submitted in accordance with Section 9.3 above, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect or Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's or Owner's opinion the representations required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Owner cannot agree on a revised amount, the Architect or Owner will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner or for which the Owner agrees. The Architect or Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by

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joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ten (10) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 Subject to Article 11 of the Agreement and pursuant to Texas Government Code Section 2251.051, if the Architect does not timely issue a Certificate for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect for payment, subject to Owner's right to withhold payment as set out in Section 9.5.1 above, or awarded by binding dispute resolution, then the Contractor may give written notice to the Owner and Architect, and Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, Contractor may stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, verified with receipts or other documentation reasonably acceptable to Owner, plus interest as provided for in the Contract Documents.

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§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion has the definition provided in the Agreement.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect or Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and/or Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect or Owner. In such case, the Contractor shall then submit a request for another inspection by the Architect or Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect and Owner as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment and other documents required for final payment, the Architect and/or Owner will promptly make such inspection. When the Architect and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (7) a certificate from the Contractor that it has performed all of its obligations under the Contract, (8) a final, unconditional certificate of occupancy and all construction-related approvals, licenses and requirements for the Project enabling it to be occupied and operated for its intended use, unless such certificates have not been issued solely as a result of the acts or omissions of the Owner, (9) certification that all of the requirements for Substantial Completion under Section 9.8 have been met and all Work, including all punch list items, has been fully and finally completed, (10) a complete list of all Subcontractors and principal material and equipment suppliers, including addresses, telephone numbers, and names of individuals to contact who are familiar with the Project, (11) digital files of all maintenance and operating manuals, (12) digital files of all written guarantees and warranties in the form prescribed in the Contract Documents, (13) one digital file copy of all as-built drawings and other documentation required under the Contract Documents, and (14) all other documentation required by the Contract Documents, including required certifications. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.5 Intentionally deleted.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to negligent acts or omissions of the Owner or by anyone for whose acts Owner may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall be solely responsible for the security of the Work, the Site and all materials stored at the Site or at any other location by Contractor with the consent of Owner, and shall maintain adequate insurance for same. Contractor shall be responsible for all losses and expenses incurred by reason of failure to maintain reasonable security at the Site or at the location where materials are stored, and such expenses incurred shall not increase the Contract Sum. Contractor shall comply with all reasonable security requirements of Owner.

§ 10.2.10 The Contractor shall be solely responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations in the performance of the Work.

§ 10.2.11 The Contractor shall employ such practices as are necessary to protect all completed and partially completed Work and all existing improvements located on the Site from loss and damage, including theft or damage by weather and, if necessary, shall provide suitable shelter therefor. Contractor shall correct at its own expense any damage or disfigurement to the Work or property (whether or not located on the Site) resulting from any act or

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omission of Contractor, any Subcontractor, or any other person or entity for whom any of them is legally responsible.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify employees of the Contractor or Subcontractors for reasonable and necessary medical expenses arising out of or resulting from performance of the Work in the affected area if in fact the material or substance caused the bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that expense is attributable to bodily injury, sickness, disease or death, except to the extent that such damage, loss, or expense is due to the fault or negligence of the Contractor, Subcontractor, or the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies with an "A-X" A.M. Best rating, listed with the US Treasury, and lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. Bonds must comply with Texas Insurance Code § 3503.001 and Texas Government Code Chapter 2253 when applicable.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.3 The failure of Contractor or any Contractor-Related Parties to obtain and maintain the required insurance will constitute a material breach of, and default under, Contract Documents. If Contractor or any Contractor-Related Parties fail to remedy such breach within 5 days after notice from Owner, Owner may, in addition to any other remedy available to it, at the Owner's sole option, purchase such insurance, at the Contractor's expense. **The Contractor will indemnify the Owner, its officers, directors, and employees against any Claims arising from the Contractor's failure to purchase and/or maintain the insurance coverages required by the Contract.**

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within thirty (30) days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Each insurance policy obtained by Contractor shall include an indorsement requiring 30 days notice to Owner before such policy can be modified or cancelled. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 Property Insurance. Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the

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Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the

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allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's or Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor if Owner agrees in writing. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner for failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents

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may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 Costs and Fees

If any action at law or in equity is necessary to enforce or interpret the terms of the Contract Documents, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, costs, and necessary disbursements in addition to any relief to which it may be entitled.

§ 13.12 Proprietary Interests and Confidential Information

§ 13.12.1 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.12.2 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, et seq.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has without good cause failed to make payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon sixty days' notice to the Owner and Architect, and provided Owner has not taken reasonable steps to remedy the breach, terminate the Contract and recover from the Owner payment for Work executed, as well as costs incurred by reason of such termination. In no event shall Owner be liable for lost profits, lost opportunity costs, overhead, any pre-paid labor, pre-purchased materials, or capital financing or related costs, other capital expenditures that were not expressly approved in writing by Owner, or any other costs incurred by reason of the termination. However, no adjustment shall be made under this Article 14 for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or

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negligence of the Contractor or by anyone for whom Contractor is responsible, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon sixty additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

Notwithstanding the foregoing, if Owner reasonably determines that Contractor's acts or omissions pose an immediate and substantial threat or danger of injury to persons or damage to the Work or other property, Owner may, without prejudice to any other rights or remedies granted by this Contract or by law, immediately suspend Contractor's performance of the Work, take immediate possession of the Project site, take such further action reasonably necessary to prevent, mitigate against, remove, or repair such threat or damage, and deduct such costs and expenses it reasonably incurs from any sums due and owing to the Contractor or, in the absence thereof, to recover such costs and expenses from the Contractor.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Upon receipt of any such written notice of termination of the right to proceed, the Contractor shall, at its expense, for that Work affected by any such termination:

- **.1** Make an inventory of all materials and equipment in storage at the site, in route to the site, in storage or manufacture away from the site, and on order from suppliers;
- **.2** Upon Owner's written instruction, assign to the Owner, subcontracts, supply contracts, and equipment rental agreements all as designated by the Owner;
- **.3** Remove from the site all construction materials, equipment, and plant listed in said inventory other than such construction materials, equipment, and plant which are designated in writing by the Owner to be used by the Owner in completing such Work;
- **.4** Promptly provide to Owner any and all records, plans, drawings, data, permits, specifications, sketches, reports and other information relating to the terminated Work; and
- **.5** Transfer to Owner all data and information contained within the Project Management Software.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

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§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts as allowed in Section 13.2.3 of the Agreement. In no event shall Owner be liable for lost profits on work not performed or other projects, lost opportunity costs, overhead, or any other costs incurred by reason of the termination.

§ 14.4.4 If Owner terminates the Contract under Section 14.2 but it should be determined that Contractor was not in default hereunder, then such termination shall be deemed, as of the date made, to have been made for convenience under Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. Notwithstanding any provision of the Contract to the contrary, no applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents, which would not be visible or apparent upon conducting a reasonable investigation, and which is not discovered by Owner until after the date which, but for this Section, would be the date of commencement of the applicable statute of limitations; limitations instead shall be deemed to have commenced on the date of such discovery by Owner.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to

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the other party with a copy sent to the Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 Intentionally deleted.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 Contractor shall anticipate and include in the Schedule all days of weather delay that should be anticipated according to the 5-year climatic averages as determined by the National Oceanic and Atmospheric Administration (NOAA) for the location closest to the project site. Lost days due to adverse weather shall include any day on which critical path work cannot be performed for at least four continuous hours, or on which production on critical path activities is reduced to less than four hours of normal production within an 8-hour workday due to rain, snow, freezing rain, fog, low and high temperatures, or high winds. The actual number of lost days due to adverse weather encountered on the project shall be documented by the Contractor recording their occurrence in the Contractor's project management software within 24 hours of the lost day. Monthly and in conjunction with the pay application process, Owner and Contractor shall come to agreement on the number of lost days due to adverse weather for the preceding month that exceed of the number of such expected weather days for such month based on the monthly NOAA data ("Abnormal Weather Conditions"), and calendar day extensions of time shall be accordingly based and granted on monthly account. Weather days in excess of the monthly NOAA average that are not needed to offset an Abnormal Weather Conditions extension of time in a given month may be carried forward and applied against Abnormal Weather Conditions occurring in a later month of the same Contract Time.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives Claims against Owner for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, BUT SUBJECT TO THE NEXT SENTENCE, IN NO EVENT WILL OWNER BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, INCLUDING LOST PROFITS OR REVENUES, LOSS OF CUSTOMER GOODWILL, BUSINESS INTERRUPTION COSTS, OVERHEAD COSTS, COSTS OF CAPITAL OR LOSS OF USE OF MONEY, REGARDLESS OF THE FORM OF THE ACTION OR CLAIM OR THE THEORY OF RECOVERY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, IT IS EXPRESSLY UNDERSTOOD THAT THE LIMITATION ON LIABILITY PROVIDED FOR IN THIS ARTICLE WILL BE SUBJUGATED TO, AND WILL NOT LIMIT OR OTHERWISE AFFECT IN ANY MANNER, CONTRACTOR'S REMEDIAL AND WARRANTY OBLIGATIONS OR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS.

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§ 15.2 Intentionally Deleted

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, and except as provided in Section 15.3.3, shall be subject to mediation as a condition precedent to filing a claim in a court of competent jurisdiction.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, may, in accordance with all applicable law, file a claim in a court of competent jurisdiction.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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EXHIBIT B – INSURANCE REQUIREMENTS

This Exhibit B is incorporated into the modified AIA A133 Agreement ("Agreement") to which it is attached between the City of Georgetown ("Owner") and Construction Manager at Risk ("Contractor"). The term Contractor as used in this Exhibit means Construction Manager as used in the Agreement.

4.2 Insurance Requirements. Contractor shall carry insurance in the types and amounts indicated in this Exhibit for the duration of the Contract. The required insurance shall include coverage for Owner's property prior to construction, during construction and during the warranty period. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.

4.2.1 Contractor, consistent with its status as an independent Contractor, shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Owner's Special Conditions. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause under the Contract Documents. The Contractor will be notified of the date on which the Builder's Risk insurance policy may be terminated by any means deemed appropriate by Owner.

4.2.2 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

4.2.2.1 Insurance Coverage Required.

4.2.2.1.1 Workers' Compensation. Insurance with limits as required by the Texas Workers' Compensation Act and Employer's Liability Insurance with limits of not less than:

$1,000,000 each accident;

$1,000,000 disease each employee; and

$1,000,000 disease policy limit.

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation in favor of Owner.

4.2.2.1.2 Commercial General Liability Insurance, including premises, operations, independent Contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage with a minimum limit of:

$1,000,000 per occurrence;

$2,000,000 general aggregate;

$2,000,000 products and completed operations aggregate; and

Coverage shall be on an "occurrence" basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

4.2.2.1.3 Asbestos Abatement Liability Insurance, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.

The combined single limit for bodily injury and property damage will be a minimum of $1,000,000 per occurrence.

*Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

Employer's liability limits for asbestos abatement will be:

$1,000,000 each accident;

$1,000,000 disease each employee; and

$1,000,000 disease policy limit.

4.2.2.1.4 Business Automobile Liability Insurance, covering all owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

Contractor or any subcontractor responsible for transporting asbestos or other hazardous materials defined as asbestos shall provide pollution coverage for any vehicle hauling asbestos containing cargo. The policy must include a MCS 90 endorsement with a $5,000,000 limit and the CA 9948 Pollution Endorsement, or its equivalent.

4.2.2.1.5 All-Risk Builder's Risk Insurance, if applicable (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage is determined by the Contract Sum, as detailed, below.

BUILDERS RISK REQUIREMENT FOR PROJECTS WITH A CONTRACT SUM <$20 MILLION

4.2.2.1.5.1 Contractor shall purchase and maintain in force builders risk insurance on the entire Work. Such insurance shall be written in the amount of the original contract, plus any subsequent change orders and plus the cost of materials supplied or installed by others, comprising Total Value for the entire Project at the site. The insurance shall apply on a replacement cost basis with no coinsurance provision. A sublimit may be applicable to flood coverage, but sublimit must be at least 20% of the Total Value of the Project. The limit for all other perils, including Named Windstorm, Wind, and Hail, must be equal to the Total Value for the entire Project at the site. (If Installation Floater, limit shall be equal to 100 percent of the contract cost.)

4.2.2.1.5.2 This insurance shall name as insureds the Owner, the Contractor, and all subcontractors and sub-subcontractors in the Work.

4.2.2.1.5.3 Builders risk insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.

4.2.2.1.5.4 This insurance shall cover the entire work at the site as required in 4.2.2.1.5.1, including, but not limited to, the following:

- Temporary works including but not limited to scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings
- Offsite Storage
- Portions of the work in transit
- Debris removal
- Extra Expense
- Expediting Expenses
- Demolition and Increased Cost of Construction
- Pollutant Clean-Up and Removal
- Trees, Shrubs, Plants, Lawns and Landscaping (if applicable)
- Errors & Omissions (applicable to purchase of Builders Risk policy only)

4.2.2.1.5.5 This insurance shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted final completion.

4.2.2.1.5.6 This insurance shall be specific as to coverage and shall be primary to any permanent insurance or self-insurance that may be maintained on the property by Owner.

4.2.2.1.5.7 This insurance shall include a waiver of subrogation in favor of Owner, the Contractor, and all subcontractors and sub-subcontractors in the work.

4.2.2.1.5.8 As applicable, Flood deductible shall not exceed $250,000 for Zone A, $100,000 for Zone B and $50,000 for all other Zones. For Tier 1 and Tier 2, Named Windstorm deductible shall not exceed 2% of the project values in place at the time of the loss.

4.2.2.1.5.9 Before the commencement of the work, Contractor shall provide to Owner an accurate certificate of insurance that provides specific evidence of all requirements outlined in Section 4.2.2.1.5. A copy of the policy itself shall be provided to Owner within 30 days after Notice to Proceed.

4.2.2.1.5.10 Refer to Owner's Special Conditions for possible additional Builders Risk insurance requirements.

BUILDERS RISK REQUIREMENT FOR PROJECTS WITH A CONTRACT SUM ≥$20 MILLION

4.2.2.1.5.1 Contractor shall purchase and maintain in force builders risk insurance on the entire Work. Such insurance shall be written in the amount of the original contract, plus any subsequent change orders and plus the cost of materials supplied or installed by others, comprising Total Value for the entire Project at the site. The insurance shall apply on a replacement cost basis with no coinsurance provision and shall include a margin clause of plus/minus 10% on project value. A sublimit may be applicable to flood coverage, but sublimit must be at least 20% of the Total Value of the Project. A sublimit of $50 million or the Total Value of the Project, whichever is less, is acceptable for Earthquake. The limit for all other perils, including Named Windstorm, Wind, and Hail, must be equal to the Total Value for the entire Project at the site. (If Installation Floater, limit shall be equal to 100 percent of the contract cost.)

4.2.2.1.5.2 This insurance shall name as insureds the Owner, the Contractor, and all subcontractors and sub-subcontractors in the Work.

4.2.2.1.5.3 Builders risk insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.

4.2.2.1.5.4 This insurance shall cover the entire work at the site as required in 4.2.2.1.5.1, including, but not limited to, the following:

Coverage	Minimum Limit Required
Temporary works including but not limited to scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings	$1 million
Offsite Storage	Sufficient to cover the anticipated maximum values stored offsite
Portions of the work in Transit	Sufficient to cover the anticipated maximum values in transit
Debris Removal	25% of Physical damage amount subject to maximum of $5 million or 25% of Total Value of Project whichever is higher
Expediting Expenses	$1 million
Extra Expense	$5 million
Demolition and Increased Cost of Construction	$2 million or 10% of Total Value of Project whichever is higher
Pollutant Clean-Up and Removal	$250,000
Trees, Shrubs, Plants, Lawns and Landscaping (if applicable)	$2,500 per item subject to a maximum of $1 million
Errors & Omissions (applicable to purchase of Builders Risk policy only)	$2.5 million

4.2.2.1.5.5 This insurance shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted final completion.

4.2.2.1.5.6 This insurance shall be specific as to coverage and shall be primary to any permanent insurance or self-insurance that may be maintained on the property by Owner.

4.2.2.1.5.7 This insurance shall include a waiver of subrogation in favor of Owner, the Contractor, and all subcontractors and sub-subcontractors in the work.

4.2.2.1.5.8 As applicable, Flood deductible shall not exceed $250,000 for Zone A, $100,000 for Zone B and $50,000 for all other Zones. For Tier 1 and Tier 2, Named Windstorm deductible shall not exceed 2% of the project values in place at the time of the loss.

4.2.2.1.5.9 Before the commencement of the work, Contractor shall provide to Owner an accurate certificate of insurance that provides specific evidence of all requirements outlined in Section 4.2.2.1.5. A copy of the policy itself shall be provided to Owner within 30 days after Notice to Proceed.

4.2.2.1.5.10 Refer to Owner's Special Conditions for possible additional Builders Risk insurance requirements.

4.2.2.1.6 "Umbrella" Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor (or Subcontractor) that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

4.2.2.1.7 "Umbrella" Liability Insurance coverage shall be in the following amounts:

- If Contract sum is $1,000,000 or less:
  No Umbrella Required
- If Contract Sum is greater than $1,000,000 up to $3,000,000:
  $1,000,000 each occurrence and $2,000,000 annual aggregate
- If Contract Sum is greater than $3,000,000 up to $5,000,000:
  $5,000,000 each occurrence and $5,000,000 annual aggregate
- If Contract Sum is greater than $5,000,000:
  $10,000,000 each occurrence and $10,000,000 annual aggregate

4.2.3 All Policies must include the following clauses, as applicable:

4.2.3.1 Contractor must provide to Owner immediate notice of cancellation, material change, or non-renewal to any insurance coverages required herein above. This requirement may be satisfied by the Contractor providing a copy of the notice received by the insurer to Owner within two business days of date of receipt or by Endorsement of the policies that require Insurer to provide notice to Owner.

4.2.3.2 It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Owner for liability arising out of operations under the Contract with Owner.

4.2.3.3 Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.

4.2.3.4 A waiver of subrogation in favor of Owner shall be provided in all policies.

4.2.3.5 If Owner is damaged by the failure of Contractor (or Subcontractor) to maintain insurance as required herein and/or as further described in Owner's Special Conditions, then Contractor shall bear all reasonable costs properly attributable to that failure.

4.2.4 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an

alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

4.2.5 Workers' compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

4.2.5.1 Definitions:

4.2.5.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

4.2.5.1.2 Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the Owner.

4.2.5.1.3 Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

4.2.5.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

4.2.5.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

4.2.5.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

4.2.5.5 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

4.2.5.6 The Contractor shall notify the Owner in writing by certified mail or personal delivery,

within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

4.2.5.7 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Depart of Insurance Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

4.2.5.8 The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

4.2.5.9 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

4.2.5.10 The Contractor's failure to comply with any of these provisions is a breach of contract by

the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Concrete and Asphalt Repairs Contract with Texas Patriot

SUGGESTED ACTION:
Consideration and possible action to award a contract to Texas Patriot for concrete and asphalt repairs for an initial one-year term in an amount of $400,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $2,000,000.00 -- Tim Walker, Water Utility Assistant Director

ITEM SUMMARY:
The City of Georgetown Water Utility performs routine and emergency repairs to water distribution infrastructure that often require excavation and removal of existing asphalt and concrete pavement. Following completion of these repairs, pavement restoration is necessary to return affected roadways, sidewalks, and other paved surfaces to their original condition.

The proposed contract with Texas Patriot will provide asphalt and concrete restoration services following water utility repairs, allowing for timely completion of pavement restoration, minimizing disruptions to traffic and residents, and maintaining the safety and integrity of public infrastructure.

FINANCIAL IMPACT:
Funds are budgeted in Cost Centers: CC0528 and CC0530, Spend Category: Contract Labor, Fund: 660

SUBMITTED BY:
Rebecca Fisher, Water Utility Department

ATTACHMENTS:
26-0383-SC Texas Patriot Contracting LLC as needed paving services.pdf

GENERAL SERVICE AGREEMENT WITH
THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the _____ day of _____, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Texas Patriot Contracting, LLC** a Texas Corporation (the "Contractor"), for the following work: Concrete and Asphalt Repair Services, as described in the Scope of Services, attached as **Exhibit A.**

1. **Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **FOUR HUNDRED THOUSAND AND N0/100 DOLLARS** (**$400,000.00**) per term.

2. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is through _____, with the option to renew for four (4) additional one (1) year terms on the same terms and conditions. Any renewal must be in writing and executed by the parties.

3. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

4. **City Terms Prevail**. In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this Agreement, the terms of this Agreement shall prevail.

5. **Payment Application.** Within **seven (7)** calendar days of completion of the services, the Contractor will submit its payment application to the City.

6. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor 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 Contractor 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 Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement.

7. **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 the Contractor a written notice of termination at the end of its then current fiscal year.

8. **Executed Agreement. The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the "Notice to Proceed"), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.**

9. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Agreement.

10. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

11. **Insurance.** Contractor 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 Contractor, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

12. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

13. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES,**

RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

14. **Performance.** Contractor, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

15. **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, the Contractor 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 Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

16. **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 the Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

17. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.

18. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to

obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

19. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

20. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

    Notice to the Contractor:

    Texas Patriot Contracting LLC
    ATTN: Nicholas Lesko
    3817 Bent Brook Drive
    Round Rock, TX 78664
    txpatcont@gmail.com

    Notice to the City:

    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

21. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City

will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

22. **Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

23. **Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

24. **Right to Audit**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor 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 Contractor are resolved, whichever is longer.

25. **Advertising and Publicity**. Contractor 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.

26. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

30. **No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

31. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

32. **Severability**. This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

33. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination.

34. **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.

35. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, 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. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to

continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

36. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

37. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

38. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

39. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

40. **Entire Agreement.** This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

TEXAS PATRIOT CONTRACTING, LLC

By: _____

Name, Title: Nicholas Lesko

Date: 10/20/2026

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

Repairs will be requested on an as-needed basis and will vary in size. Plans will not be available for services requested and locations for work will vary. Contractor shall provide all supervision, labor, material, supplies, transportation, equipment, tools, traffic control, disposal services and consumables necessary to furnish and deliver items pertaining to concrete, asphalt installation, maintenance, restoration and repair throughout the City. This Agreement covers day-to-day maintenance, utility restoration, emergency repairs, and repair of concrete and asphalt.

Work locations may include residential streets, arterial roadways, alleys, sidewalks, driveways, utility easements, parking lots, and other developed City properties.

I. Concrete Repairs

Provide and prepare concrete, set forms, install reinforcement as required, and repair sidewalks, curbs, curb ramps, driveways, and other concrete improvements unless otherwise specified by the City.

All existing concrete shall be saw cut to neat, straight lines prior to removal.

Unless otherwise directed by the City:

- Concrete shall be 3,800 PSI minimum compressive strength.
- Sidewalks shall be a minimum of four (4) inches thick.
- Residential driveways shall be a minimum of six (6) inches thick.
- Commercial driveways shall be six (6) to eight (8) inches thick as directed by the City.
- Curb and gutter sections shall match existing dimensions.

Reinforcement shall be installed as follows unless otherwise directed by the City:

- Sidewalks shall be #3 rebar at 12-inch spacing.
- Residential and commercial driveways shall be #4 rebar at 18-inch spacing.

Finished concrete shall match existing grade, alignment, slope, texture, and appearance to the maximum extent practicable.

All sidewalk and curb ramp repairs shall comply with the current Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS).

II. Asphalt Repairs

The Dense-Graded Hot Mix Asphalt specification shall be the latest version of Texas Department of Transportation Specification Item No. 340.

All asphalt pavement removals shall be saw cut to neat, straight lines prior to excavation.

Contractor shall excavate, grade, install and compact all necessary gravel, crushed limestone, flexible base, washed rock or crushed rock other approved base material needed to complete the repair.

Subgrade, backfill, and base material shall be compacted to a minimum of ninety-five percent (95%) Standard Proctor Density.

Contractor shall apply tack coat to all pavement edges and surfaces prior to asphalt placement.

Finished asphalt surfaces shall be smooth and flush with adjacent pavement.

Contractor shall break, remove and properly dispose of any existing concrete, asphalt, reinforcing steel, debris, spoil material, unsuitable soils, and excess materials from all locations of work at no additional cost to the City.

III. Contractor shall:

Provide all sidewalks, curb, driveway, pavement and surface restoration repairs.

- Verify field conditions prior to commencing work and be responsible for determining quantities, access requirements, and construction methods necessary to complete the work.
- Have routine repairs commenced within (10) ten working days from notification based upon prevailing weather conditions. Any request to deviate from this schedule shall be submitted in writing to the City of Georgetown representative for consideration.
- Commence priority repairs within forty-eight (48) hours of notification when designated by the City.
- Commence emergency repairs within twenty-four (24) hours of notification when designated by the City.
- Exercise a degree of care in the performance of duties necessary to prevent damage to adjacent improvements, utilities, landscaping, irrigation systems, structures, and private property.
- Repair or replace any damage caused during the performance of duties under the resulting agreement at the Contractor’s sole expense.
- Ensure that unsafe or hazardous conditions shall not be allowed to remain unguarded after working hours.

- Provide adequate and approved temporary fencing, barricades, warning signs, cones, and pedestrian protection necessary to protect the public from hazards resulting from the work.

- Remove all temporary traffic control devices, fencing, barricades, and signs after acceptance of work by the City at no additional cost. to the City.

- Utilize the Texas 811 "Call Before you Dig, Inc" system prior to any disturbance, saw cutting or excavation and protect all utilities and infrastructure encountered during construction.

- Expect regular site visits and inspections by the City of Georgetown representatives.

- Correct deficiencies identified by the City at no additional cost.

- Complete all work of the City prior to payment. If work is not acceptable to the City, corrections shall be made at the Contractor's expense.

IV. Traffic Control Plan

Contractor shall furnish, install, maintain, and remove all traffic control devices necessary to safely perform the work.

Traffic control shall conform to:

- Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition.
- City of Georgetown requirements.
- Applicable local, state, and federal regulations.

V. Work Hours

Regular work hours of service are from 7:30 a.m. until 4:30 p.m. CT, Monday through Friday, except for regularly observed state and federal holidays.

Contractor may work Saturday's on a case by case basis and approved by the City.

VI. Inspection and Acceptance

City representatives may inspect work at any time during performance. Final payment shall not be made until work has been inspected and accepted by the City.

VII. Warranty

The Contractor shall warrant all work for a period of one (1) year from the date of final acceptance.

The warranty shall cover defects including, but not limited to:

- Settlement.
- Spalling.
- Cracking resulting from poor workmanship.
- Delamination.
- Surface failure.
- Improper compaction.

Repairs required under warranty shall be completed at no cost to the City.

VIII. City Shall:

- Provide notification of repair locations and priorities
- Identify any site-specific requirements known to the City;
- Pay for services in accordance with the City's Prompt Payment Policy

EXHIBIT B
SUPPLEMENTAL PROVISIONS

1. Bonds.

a. General.

i. Bonds, when required by the Agreement or by Chapter 2253 of the Texas Government Code, shall be executed on forms furnished by or acceptable to City. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

ii. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to City.

iii. When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by City pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

b. Performance Bond.

i. If the Contract Amount exceeds $100,000.00, Contractor shall furnish City with a Performance Bond in the form set out by City. The Performance Bond shall be effective for the Contract Time and through all warranty period(s).

ii. If the Contract Amount exceeds $50,000.00 but is less than or equal to $100,000.00, Contractor shall furnish City with a Performance Bond in the form set out by City, unless the original Contract Time is 60 Calendar Days or less, in which case Contractor can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to Contractor until completion and acceptance of the Work by City; Contractor shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one year warranty period.

iii. If the Contract Amount is less than or equal to $50,000.00, Contractor will not be required to furnish a Performance Bond.

iv. If a Performance Bond is required to be furnished, it shall extend for the one-year warranty period, or longer if the warranty periods are longer.

c. Payment Bond.

i. If the Contract Amount exceeds $50,000.00, Contractor shall furnish City with a Payment Bond in the form set out by City.

ii. If the Contract Amount is less than or equal to $50,000.00, Contractor will not be required to furnish a Payment Bond; provided that no money will be paid to Contractor until completion and acceptance of the Work by City.

d. Power of Attorney. Each bond shall be accompanied by a valid Power of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

e. Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE CITY HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

f. Furnishing Bond Information. City shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code, §2253.026.

g. Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the City may result in loss of their rights against the Contractor and/or his surety. The City is not responsible in any manner to a claimant for collection of unpaid bills and accepts no such responsibility because of any representation by any agent or employee.

h. Payment Claims when Payment Bond is not required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 – 53.239 when the value of the Contract between the City and the Contractor is less than $25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the

Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

i. Minimum Standards for Sureties. Sureties shall be listed on the US Department of the Treasury's Listing Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

EXHIBIT C
PAYMENT SCHEDULE

The Contractor must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

The Contractor will be paid at the rates per services shown below. Unless amended by an authorized written change order, the total payment for all invoices shall not exceed the amount set forth in Section 1 of this Agreement (400,000.00)

CONCRETE REPAIRS

Item	Unit	Price
Mobilization / Minimum Service Call	Per Visit	**$ 600.00**
Sidewalk Removal & Replacement (4" thick, reinforced)	SF	**$ 33.00**
Residential Driveway Removal & Replacement (6" thick, reinforced)	SF	**$35.5**
Commercial Driveway Removal & Replacement (6"-8" thick, reinforced)	SF	**$ 38.00**
Curb & Gutter Removal & Replacement	LF	**$ 58.00**
ADA Curb Ramp Construction	Each	$**6,200.00**
Additional Reinforcement Beyond Standard	LB	**$2.85**
Concrete Saw Cutting	LF	**$ 28.00**

ASPHALT REPAIRS

Item	Unit	Price
Mobilization / Minimum Service Call Per	Visit	**$ 600.00**
Asphalt Removal & Replacement (up to 4" depth)	SF	**$ 43.00**
Asphalt Removal & Replacement (4"-8" depth)	SF	**$ 78.00**
Public Roadway Asphalt Repair	SF	**$98.00**
Asphalt Saw Cutting	LF	**$25.00**
Flexible Base Material	CY	**$59.00**
Tack Coat	SF	**Included**

EXHIBIT D
INSURANCE REQUIREMENTS

I. The Contractor 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 Contractor'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 Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor 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 Contractor, the Contractor, *all* employees of any and all subcontractors, 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 Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to

provide coverage for the employees of an independent Contractor 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
November 10, 2026

SUBJECT:
Concrete and Asphalt Repairs Contract with Bennett Paving

SUGGESTED ACTION:
Consideration and possible action to award a contract to Bennett Paving for concrete and asphalt repairs for an initial one-year term in an amount of $400,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $2,000,000.00 -- Tim Walker, Water Utility Assistant Director

ITEM SUMMARY:
The City of Georgetown Water Utility performs routine and emergency repairs to water distribution infrastructure that often require excavation and removal of existing asphalt and concrete pavement. Following completion of these repairs, pavement restoration is necessary to return affected roadways, sidewalks, and other paved surfaces to their original condition.

The proposed contract with Bennett Paving will provide asphalt and concrete restoration services following water utility repairs, allowing for timely completion of pavement restoration, minimizing disruptions to traffic and residents, and maintaining the safety and integrity of public infrastructure.

FINANCIAL IMPACT:
Funds are budgeted in Cost Centers: CC0528 and CC0530, Spend Category: Contract Labor, Fund: 660

SUBMITTED BY:
Rebecca Fisher, Water Utility Department

ATTACHMENTS:
26-0384-SC Bennett Paving Signed.pdf

GENERAL SERVICE AGREEMENT WITH THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the _____ day of _____, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Bennett Paving, Inc.** a Texas Corporation (the "Contractor"), for the following work: Concrete and Asphalt Repair Services, as described in the Scope of Services, attached as **Exhibit A.**

1. **Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **FOUR HUNDRED THOUSAND AND N0/100 DOLLARS ($400,000.00)** per term.

2. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is through _____, with the option to renew for four (4) additional one (1) year terms on the same terms and conditions. Any renewal must be in writing and executed by the parties.

3. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

4. **City Terms Prevail**. In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this Agreement, the terms of this Agreement shall prevail.

5. **Payment Application.** Within **seven (7)** calendar days of completion of the services, the Contractor will submit its payment application to the City.

6. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor 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 Contractor 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 Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement.

7. **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 the Contractor a written notice of termination at the end of its then current fiscal year.

8. **Executed Agreement. The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the "Notice to Proceed"), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.**

9. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Agreement.

10. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

11. **Insurance.** Contractor 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 Contractor, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

12. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

13. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES,**

RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

14. **Performance.** Contractor, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

15. **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, the Contractor 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 Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

16. **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 the Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

17. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.

18. **Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to

obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

19. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

20. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Bennett Paving, Inc.
P.O. Box 2309
Leander, TX 78646

Notice to the City:

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

21. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City

will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

22. **Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

23. **Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

24. **Right to Audit**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor 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 Contractor are resolved, whichever is longer.

25. **Advertising and Publicity**. Contractor 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.

26. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

30. **No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

31. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

32. **Severability**. This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

33. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination.

34. **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.

35. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, 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. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to

continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

36. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

37. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

38. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

39. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

40. **Entire Agreement.** This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR: Bennett Paving, Inc.

By: _____

Name, Title: Bryan Bennett, President

Date: 10/20/2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

Repairs will be requested on an as-needed basis and will vary in size. Plans will not be available for services requested and locations for work will vary. Contractor shall provide all supervision, labor, material, supplies, transportation, equipment, tools, traffic control, disposal services and consumables necessary to furnish and deliver items pertaining to concrete, asphalt installation, maintenance, restoration and repair throughout the City. This Agreement covers day-to-day maintenance, utility restoration, emergency repairs, and repair of concrete and asphalt.

Work locations may include residential streets, arterial roadways, alleys, sidewalks, driveways, utility easements, parking lots, and other developed City properties.

I. Concrete Repairs

Provide and prepare concrete, set forms, install reinforcement as required, and repair sidewalks, curbs, curb ramps, driveways, and other concrete improvements unless otherwise specified by the City.

All existing concrete shall be saw cut to neat, straight lines prior to removal.

Unless otherwise directed by the City:

- Concrete shall be 3,800 PSI minimum compressive strength.
- Sidewalks shall be a minimum of four (4) inches thick.
- Residential driveways shall be a minimum of six (6) inches thick.
- Commercial driveways shall be six (6) to eight (8) inches thick as directed by the City.
- Curb and gutter sections shall match existing dimensions.

Reinforcement shall be installed as follows unless otherwise directed by the City:

- Sidewalks shall be #3 rebar at 12-inch spacing.
- Residential and commercial driveways shall be #4 rebar at 18-inch spacing.

Finished concrete shall match existing grade, alignment, slope, texture, and appearance to the maximum extent practicable.

All sidewalk and curb ramp repairs shall comply with the current Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS).

II. Asphalt Repairs

The Dense-Graded Hot Mix Asphalt specification shall be the latest version of Texas Department of Transportation Specification Item No. 340.

All asphalt pavement removals shall be saw cut to neat, straight lines prior to excavation.

Contractor shall excavate, grade, install and compact all necessary gravel, crushed limestone, flexible base, washed rock or crushed rock other approved base material needed to complete the repair.

Subgrade, backfill, and base material shall be compacted to a minimum of ninety-five percent (95%) Standard Proctor Density.

Contractor shall apply tack coat to all pavement edges and surfaces prior to asphalt placement.

Finished asphalt surfaces shall be smooth and flush with adjacent pavement.

Contractor shall break, remove and properly dispose of any existing concrete, asphalt, reinforcing steel, debris, spoil material, unsuitable soils, and excess materials from all locations of work at no additional cost to the City.

III. Contractor shall:

Provide all sidewalks, curb, driveway, pavement and surface restoration repairs.

- Verify field conditions prior to commencing work and be responsible for determining quantities, access requirements, and construction methods necessary to complete the work.
- Have routine repairs commenced within (10) ten working days from notification based upon prevailing weather conditions. Any request to deviate from this schedule shall be submitted in writing to the City of Georgetown representative for consideration.
- Commence priority repairs within forty-eight (48) hours of notification when designated by the City.
- Commence emergency repairs within twenty-four (24) hours of notification when designated by the City.
- Exercise a degree of care in the performance of duties necessary to prevent damage to adjacent improvements, utilities, landscaping, irrigation systems, structures, and private property.
- Repair or replace any damage caused during the performance of duties under the resulting agreement at the Contractor's sole expense.
- Ensure that unsafe or hazardous conditions shall not be allowed to remain unguarded after working hours.

- Provide adequate and approved temporary fencing, barricades, warning signs, cones, and pedestrian protection necessary to protect the public from hazards resulting from the work.

- Remove all temporary traffic control devices, fencing, barricades, and signs after acceptance of work by the City at no additional cost. to the City.

- Utilize the Texas 811 "Call Before you Dig, Inc" system prior to any disturbance, saw cutting or excavation and protect all utilities and infrastructure encountered during construction.

- Expect regular site visits and inspections by the City of Georgetown representatives.

- Correct deficiencies identified by the City at no additional cost.

- Complete all work of the City prior to payment. If work is not acceptable to the City, corrections shall be made at the Contractor's expense.

IV. Traffic Control Plan

Contractor shall furnish, install, maintain, and remove all traffic control devices necessary to safely perform the work.

Traffic control shall conform to:

- Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition.
- City of Georgetown requirements.
- Applicable local, state, and federal regulations.

V. Work Hours

Regular work hours of service are from 7:30 a.m. until 4:30 p.m. CT, Monday through Friday, except for regularly observed state and federal holidays.

Contractor may work Saturday's on a case by case basis and approved by the City.

VI. Inspection and Acceptance

City representatives may inspect work at any time during performance. Final payment shall not be made until work has been inspected and accepted by the City.

VII. Warranty

The Contractor shall warrant all work for a period of one (1) year from the date of final acceptance.

The warranty shall cover defects including, but not limited to:

- Settlement.
- Spalling.
- Cracking resulting from poor workmanship.
- Delamination.
- Surface failure.
- Improper compaction.

Repairs required under warranty shall be completed at no cost to the City.

VIII. City Shall:

- Provide notification of repair locations and priorities
- Identify any site-specific requirements known to the City;
- Pay for services in accordance with the City's Prompt Payment Policy

EXHIBIT B
SUPPLEMENTAL PROVISIONS

1. Bonds.

a. General.

i. Bonds, when required by the Agreement or by Chapter 2253 of the Texas Government Code, shall be executed on forms furnished by or acceptable to City. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

ii. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to City.

iii. When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by City pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

b. Performance Bond.

i. If the Contract Amount exceeds $100,000.00, Contractor shall furnish City with a Performance Bond in the form set out by City. The Performance Bond shall be effective for the Contract Time and through all warranty period(s).

ii. If the Contract Amount exceeds $50,000.00 but is less than or equal to $100,000.00, Contractor shall furnish City with a Performance Bond in the form set out by City, unless the original Contract Time is 60 Calendar Days or less, in which case Contractor can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to Contractor until completion and acceptance of the Work by City; Contractor shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one year warranty period.

iii. If the Contract Amount is less than or equal to $50,000.00, Contractor will not be required to furnish a Performance Bond.

iv. If a Performance Bond is required to be furnished, it shall extend for the one-year warranty period, or longer if the warranty periods are longer.

c. Payment Bond.

i. If the Contract Amount exceeds $50,000.00, Contractor shall furnish City with a Payment Bond in the form set out by City.

ii. If the Contract Amount is less than or equal to $50,000.00, Contractor will not be required to furnish a Payment Bond; provided that no money will be paid to Contractor until completion and acceptance of the Work by City.

d. Power of Attorney. Each bond shall be accompanied by a valid Power of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

e. Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE CITY HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

f. Furnishing Bond Information. City shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code, §2253.026.

g. Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the City may result in loss of their rights against the Contractor and/or his surety. The City is not responsible in any manner to a claimant for collection of unpaid bills and accepts no such responsibility because of any representation by any agent or employee.

h. Payment Claims when Payment Bond is not required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 – 53.239 when the value of the Contract between the City and the Contractor is less than $25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the

Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

i. Minimum Standards for Sureties. Sureties shall be listed on the US Department of the Treasury's Listing Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

EXHIBIT C
PAYMENT SCHEDULE

The Contractor must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

The Contractor will be paid at the rates per services shown below. Unless amended by an authorized written change order, the total payment for all invoices shall not exceed the amount set forth in Section 1 of this Agreement (400,000.00)

CONCRETE REPAIRS

Item	Unit	Price
Mobilization / Minimum Service Call	Per Visit	$ 5,000.00
Sidewalk Removal & Replacement (4" thick, reinforced)	SF	$ 12.00
Residential Driveway Removal & Replacement (6" thick, reinforced)	SF	$16.00
Commercial Driveway Removal & Replacement (6"-8" thick, reinforced)	SF	$ 18.00
Curb & Gutter Removal & Replacement	LF	$ 65.00
ADA Curb Ramp Construction	Each	$1,850.00
Additional Reinforcement Beyond Standard	LB	$0.85
Concrete Saw Cutting	LF	$15.00

ASPHALT REPAIRS

Item	Unit	Price
Mobilization / Minimum Service Call Per	Visit	$ 7,500.00
Asphalt Removal & Replacement (up to 4" depth)	SF	$ 8.00
Asphalt Removal & Replacement (4"-8" depth)	SF	$ 12.00
Public Roadway Asphalt Repair	SF	$18.00
Asphalt Saw Cutting	LF	$15.00
Flexible Base Material	CY	$50.00
Tack Coat	SF	$ 0.25

EXHIBIT D
INSURANCE REQUIREMENTS

I. The Contractor 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 Contractor'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 Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor 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 Contractor, the Contractor, *all* employees of any and all subcontractors, 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 Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor 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
November 10, 2026

SUBJECT:
Contract for Gupta & Associates for the System Resiliency Project

SUGGESTED ACTION:
Consideration and possible action to award a contract to Gupta & Associates, Inc., of Dallas, Texas, for professional services related to the System Resiliency Project in the amount of $518,418.33 -- Wesley Wright, P.E., Systems Engineering Director/David Herzog, CIP Manager

ITEM SUMMARY:
In March 2023, City Council awarded the original agreement (Contract No. 23-0112-PSA) to Gupta & Associates, Inc. (GAI) for the System Resiliency Standby/Backup Power Project. The project was needed to meet the power requirements of State Senate Bill 3. Under that agreement, GAI studied, reviewed, determined, designed, and specified standby/backup power systems based on the reliability needs of the water and wastewater utility as a whole.

The original agreement had a three-year term, which expired on March 2026. During that time, the engineer has worked on preliminary engineering for water and wastewater stations generator quick-connects and successfully bid and awarded the System Resiliency Project, which includes the purchase of standby generators and their installation at various sites.

With the System Resiliency Project now under construction, this agreement provides the engineering support needed to complete the project. Services include review of submittals and requests for information, monthly progress meetings, attendance at startup and commissioning, substantial and final completion inspections, and preparation of record drawings. The agreement also carries forward the unused balance of the original contract to ensure continuity of services through project completion. The term runs until all services are complete, but no later than June 2028.

STAFF RECOMMENDATION:
Staff recommends awarding the contract extension to Gupta & Associates, Inc., of Dallas, Texas, for professional services related to the System Resiliency Project in the amount of $518,418.33

FINANCIAL IMPACT:
Funds for the expenditure are budgeted in the Water CIP Fund

SUBMITTED BY:
David Herzog, Systems Engineering

ATTACHMENTS:
27-0037-PSA - Gupta Associates ProfServAgmnt [City Council].pdf

AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Engineering Services (the "Agreement") is entered into and made effective on the_____day of_____, 2026 by and between Gupta & Associates, Inc. ("Engineer") and the City of Georgetown, Texas ("City").

1. **Scope of Services.** Engineer agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by Engineer for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to Engineer providing such services, or the right to payment for such additional services shall be **waived.** If there is a dispute between Engineer and the City respecting any service provided or to be provided hereunder by Engineer, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, Engineer agrees to continue providing on a timely basis all services to be provided by Engineer hereunder, including any service as to which there is a dispute.

2. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

3. **City Terms Prevail**. In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this agreement, the terms of this agreement shall prevail.

4. **Total Compensation.** The total compensation paid by the City to Engineer, including expenses, under this Agreement shall not exceed five-hundred eighteen thousand four-hundred eighteen dollars and thirty-three cents $518,418.33. Payment schedule will be made in accordance with **Exhibit C**, which is attached and incorporated herein.

5. **Term.** The Initial Term of this Agreement shall be from the effective date until all services are completed, but in no event to exceed beyond June 1, 2028.

6. **Continuing Services.** The Parties entered into a contract on March 28, 2023, for Engineer to provide engineering services to the City (Contract No. 23-0112-PSA) ("Original Contract"). The Original Contract had a term of three (3) years, which expired on March 27, 2026. Engineer has continued to provide services to the City since the expiration of the Original Contract. Based on Engineer's previous work on this project, their familiarity with the design, and the need for engineering support, Engineer is the most qualified firm to provide these services. Engineer is the Engineer of Record for the project, which is currently under construction. Construction phase engineering services will be required throughout the remainder of construction.

7. **Insurance.** Engineer 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 Engineer, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Engineers insurance

certificate satisfying the City insurance requirements is attached as **Exhibit E**.

8. **INDEMNITY. ENGINEER 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 SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY ENGINEER OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY ENGINEER.**

9. **Release by Engineer.** Engineer releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

10. **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 Engineer within thirty days after of receipt of a correct invoice for services. Engineer 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 Engineer 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 Engineer and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Agreement.

11. **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 the Engineer a written notice of termination at the end of its then current fiscal year.

12. **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, Engineer 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 Engineer, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

13. **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.

14. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Engineer pursuant to this Agreement. Engineer shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.

15. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

16. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to Engineer:

Gupta and Associates, Inc.
ATTN: Puneet Gupta
13717 Neutron Road
Dallas, Texas 75244
pgupta@gaiconsulting.com

Notice to the City:

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

17. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Engineer's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Engineer shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

18. **Force Majeure.** The City and Engineer will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor Engineer shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

19. **Nondiscrimination.** Engineer, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-Engineers, including procurements of materials and leases of equipment. Engineer shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

20. **Right to Audit**. The Engineer agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Engineer records related to the performance under this Agreement. The Engineer 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 Engineer are resolved, whichever is longer.

21. **Advertising and Publicity**. Engineer 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.

22. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Vendor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

23. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

24. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2247, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

25. **Contractor Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

27. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

28. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

29. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

30. **Dispute Resolution.** If either Engineer or the City has a claim or dispute, 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

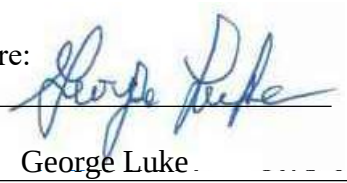
specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. 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. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

31. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns. Engineer shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the City. Any attempted assignment of this Agreement without the prior written consent of the City shall be void.

32. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Engineer.

33. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and Engineer and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

[*Signature page follows*]

THE CITY OF GEORGETOWN	**ENGINEER**
Signature: _____	Signature: 
Name: _____	Name: George Luke
Title: _____	Title: Vice President
Date: _____	Date: 02 November 2026

ATTEST:

_____
Robyn Densmore, City Secretary

Approved as to form:

_____
Skye Masson, City Attorney

Exhibit A
Scope of Services

Engineer shall provide the following engineering services for the City of Georgetown. To the extent of any conflict between this Scope of Services and the Agreement, the Agreement shall prevail.

BACKGROUND

The City of Georgetown (the City) is developing an approach to improve the reliability and mitigate any extended outages at various water and wastewater facilities.

The City is a municipal owned utility that serves approximately 30,144 electric, and 50,560 water/wastewater customers. The City owns and operates several critical facilities that require specific stand-by/back-up power capabilities. Specific levels of electric service reliability required for each facility are based on the type and criticality of the facility. Gupta & Associates ("Engineer" or "GAI") has been selected to study, review, determine, design, and specify the stand-by/back-up power systems based on the reliability needs of the water and wastewater utility as a whole.

The scope of work includes the following objectives:

- Visit and study each of the facilities to evaluate existing as built configurations and equipment and permanent power needs.
- Determine power reliability requirements (i.e. back up/stand-by generation systems) for each of the facilities.
- Requirements shall be able to meet power needs outlined in State Senate Bill 3 requirements.
- Evaluate Treatment Plants for emergency on site fuel storage (Diesel) including obtaining required permitting and containment requirements.
- Prepare preliminary design report which outlines the back-up power requirements and develops 30% design, OPCC and recommendations for each site.
- Prepare design plans for four sites in parallel to performing the PER.

GAI serves as the prime consultant for The City. GAI shall utilize the services of sub-consultants:

- CDM Smith (CDMS) – Architecture, Civil, Structural, Mechanical, and Environmental
- Inland Geodetics - Survey
- The Rios Group - SUE
- Terracon – Geotechnical
- ACI – Environmental

ASSUMPTIONS

In developing the scope of work and associated task budgets discussed in this proposal, GAI has made the assumptions outlined below:

- GAI has not included any of the following in this proposal:
    - Software licenses or hardware.
    - Reverse engineering existing PLC programs.
    - PLC or HMI programming.
    - Fire suppression
    - Security or access control system design
    - Physical condition assessment (unless otherwise noted)
    - Platting.
    - Boundary survey
    - Deed and utility research.
    - Easement documents.
    - Coordination with other agencies, entities or Cities. (unless otherwise noted)
    - Fees associated with development or building permits
    - Mechanical improvements
    - Electrical improvements (unless otherwise noted)
    - SKM Modeling/Power System Study
    - Factory witnessed testing for any electrical or mechanical equipment
    - PLC Factory Acceptance Testing (FAT)
- When documenting condition of electrical, SCADA and other equipment, GAI will utilize a non-intrusive approach through visual inspection.
- Evaluating 3rd party service providers is not included.
- Civil, structural, mechanical, and architectural engineering is not included as part of the PER phase.
- Prepurchase generator is not included in the design phase.
- The City will provide existing documentation for each site (as available), including:
    - Existing Construction Documents

- Existing One-Line Diagrams
- I/O List
- Existing Network Diagrams
- Standard Operating Procedures
- Power Company Contact
- Demand projections
- SB3 Documents

- The anticipated schedule for this work is:
  - PER Phase Duration: 16 Months from NTP
  - Design Phase Duration: 12 Months from NTP
  - Bid Phase Duration: 2 Months
  - Construction Phase Duration: 24 Months
  - Estimated completion date: June 2028

SCOPE OF WORK

BASIC SERVICES SECTION

SCOPE OF WORK

The following sites are included as part of the preliminary engineering report evaluation:

Facility Name	Address	Add Quick Connect	Add Generator
Leander EST	2020 Leander Road		generator
Sequoia PS	302 W Sequoia Spur		generator
Country Club LS	1312 Country Club	Quick Connect	
Midway Park LS	100 Page Whitney Pkwy	Quick Connect	
Pleasant Valley	2909 Sunrise Valley Lane	Quick Connect	
River Road 1&2	145 River Road	Quick Connect	
Scenic LS	700 Scenic	Quick Connect	
Serenada LS	1013 Shinnecock Hills Dr	Quick Connect	
Westinghouse LS	7503 S IH-35	Quick Connect	
Interceptor LS	25 Water Edge Circle	Quick Connect	
Railroad LS	710 w 15th	Quick Connect	Note 1
Indian Creek LS	50111 Paleface Drive	Quick Connect	
Stonehedge LS	50002 Paleface Drive	Quick Connect	
Well #5	620 Lower Park Road	Quick Connect	
Well #9	601 Lower Park Road	Quick Connect	
Wells 1&2	402 W 8th Street	Quick Connect	
Park WTP	301 W.L. Walden Drive		generator
Domel #2	550 Market Street-Domel Well/Pump		generator
Berry Creek WWTP	Owl Creek Drvie-Wastewater		generator
Park LS	107 Chamber Way		generator
Sun City EST	451 Sun City Blvd		Note 1
Andice PS	6569 FM 970	Quick Connect	
Jennings Branch EST	1015 Jennings Branch Road		Note 1
West Side Service Center			generator

Note 1: Power goes out – Lose SCADA

The following sites are included as part of design phase:

Facility Name	Address	Add Quick Connect	Add Generator
Pastor PS	1718 W State Hwy 29		generator
Rabbit Hill PS	980 Rabbit Hill Road		generator
Southside WTP & #10,11	2706 S Austin Avenue		generator
Domel #1&PS	485 Market Street-Domel Well/Pump		generator
Westside Service Center	5501 William Dr.		generator

TASK 1.0 – PROJECT MANAGEMENT AND MEETINGS

Objective

To provide proactive project management for the work to be performed.

Methodology

Manage engineering staff and subconsultants to provide efficient completion of the Project. Coordinate internal project instructions, work plan, and quality control procedures. Conduct internal staff meetings, budget and schedule control, and coordinate project activities with the City and the Engineer.

Quality Assurance and Quality Control (QA/QC): The team will follow GAI's internal QA/QC process.

A number of meetings between GAI and The City will be conducted to ensure the project is progressing on schedule and in the right direction.

Ongoing Project Management: Provide ongoing project management throughout the life of the project including the advertisement/bidding and construction phases.

Track project progress and develop invoices

Deliverables

The following deliverables will be submitted to The City at the completion of the above listed activities:

- Meeting Agenda
- Meeting Minutes
- A written response to the City's comments.
- Monthly Invoices

TASK 2.0 – CONSTRUCTION PHASE

Objectives

The following will be provided during the construction phase:

- Project Management: Manage engineering staff and subconsultants to provide efficient completion of the Project throughout construction.
- Incorporate addenda items into the plans and specifications to create a "Conformed to Bid" set of construction contract documents.
    - Print and provide ten sets of conformed plans and specifications, consisting of seven half-size plans with laminated covers bound with GBC binders. These half-size plans should include any modifications by addenda and specify that they are conformed drawings. All sheets must be stamped conformed.
- At a date and time selected by The City and at a facility provided by The City, prepare agenda and lead the preconstruction conference and assist The City during the conference. The preconstruction conference shall include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
- Anticipate attendance for up to 24 total monthly construction progress meetings to consult with the Owner and the Contractor concerning problems and progress of the work. Prepare agenda and lead progress meetings.
- Anticipate attendance for up to eight site visits to the construction site to observe progress of the work.
- Review and make recommendations on contractor's change order proposals.
- Provide consultation and written response by a licensed professional engineer regarding contractors' potential non-performance and request(s) for change orders and/or claims for additional compensation.
- Evaluate and make recommendations regarding factory and/or field test data of key equipment.
- Revise contract plans and specifications to show all addenda, change orders, and significant changes made during advertisement and construction.
- Workshops and Coordination Meetings: Anticipate attending up to two workshops and three PCSI coordination meetings.
- Review and respond to the following:
    - Request for Information (Assumed Quantity: 30)
    - Shop drawing and O&M submittals (Assumed Quantity: 110 – including resubmittals)

- Proposed contract modifications or design changes (Assumed Quantity: 8)

- GAI will participate in field startup and commissioning during the construction phase.
  - Participation in the field startup is assumed for up to two people for two 8-hour days. (Pastor PS,)
  - Participation in the field startup is assumed for up to two people for two 8-hour days. (Rabbit Hill PS)
  - Participation in the field startup is assumed for up to two people for two 8-hour days. (Southside WTP)
  - Participation in the field startup is assumed for up to two people for two 8-hour days. (Domel #1 & PS)
- Upon substantial completion, inspect the construction work, in the company of the City's representative. Prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the City.
  - Assume substantial completion site visit will be on separate days for each pump station.
- Upon final completion, inspect the construction work, in the company of the City's representative. Prepare a punch-list of those items to be completed or corrected before project closeout. Submit results of the inspection to the City.
  - Assume final completion site visit will be on separate days for each pump station.
- Upon completion of the project, incorporate Contractor field mark-ups into the plans to create Record Drawings. Provide two half size sets record drawings, one full size set of record drawings and electronic copies of record drawings.

SPECIAL SERVICES SECTION

SS – 1 Subsurface Utility Engineering

Objectives

Refer to attached scope of work.

SS – 2 Permitting Fees

Objectives

Allowance for TCEQ WPAP and AST permitting fees.

SS – 3 Additional Services

The City and GAI agree that the following services are beyond the Scope of Services described in the tasks above. However, GAI can provide these services, if needed, upon the City's written request. Any additional amounts paid to the GAI as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Negotiation of easements or property acquisition including temporary right-of-entries.
- Services related to development of the City's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to submitting for permits (ie.TxDOT, railroad, etc…)
- Services related to Subsurface Utility Engineering Levels A, B, C or D
- Services related to Survey Construction Staking
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City. Performance of miscellaneous and supplemental services related to the project as requested by the City.

Exhibit B
Supplemental Provisions

B. 101 Standards of Performance. The following shall apply to all services provided pursuant to this Agreement:

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers. Engineer warrants that the professional engineering and related services performed or furnished by Engineer under this Agreement, and Task Order issued under this Agreement, if any, shall meet or exceed such standard of care.

B. City shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information, not reasonably known or discoverable by Engineer.

C. Engineer shall serve as City's prime professional under this Agreement. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by City.

D. Subject to the standard of care set forth above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and City shall comply with applicable Laws and Regulations and additional City-mandated standards, if any, that City has provided to Engineer in writing.

F. Engineer shall at all times be an independent contractor with the sole authority to control and direct the performance of the details of the Services. Engineer shall not purport to be an employee or agent of the City and shall not have any right or power to bind the City to any obligation.

G. Engineer shall procure and maintain at its expense all licenses and permits necessary to perform Services. Engineer shall require that its employees and

Consultants are properly licensed to perform their respective portion of Services.

H. The Services to be performed under this Agreement shall be performed entirely at Engineer's risk. Engineer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services to be performed under this Agreement. Engineer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the Services, endangered species, or the property affected by this Agreement. All damage or loss to any property caused in whole or in part by Engineer, Consultant, or anyone employed by either of them shall be remedied by Engineer.

B 1.02 Ownership of Documents

A. City shall have the title to and ownership of all documents produced or developed by Engineer in connection with a Task Order issued pursuant to this Agreement. Documents include publications, plans drawings, designs, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. City shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Engineer shall deliver all documents to the City at completion of the Specific Project under a Task Order, termination of Services under a Task Order, or upon City's request. Engineer may retain copies of its work product.

B 1.03 Non-Exclusive Agreement.

Nothing herein shall establish an exclusive relationship between City and Engineer. City may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

Exhibit C
Payment Terms

Payment shall not exceed the fixed fee amount listed in Section 4 of this Agreement and detailed in the table below, any payment to subcontractors are included in this amount.

Engineer must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Task No.	Description	Orig. Contract Amount	Billed to Date	Remaining
1.0	**Project Management**			
	Project Mgmnt Subtotal	*$164,263.64*	*$140,409.74*	*$23,853.90*
2.0	**PER Phase**			
	PER Phase Subtotal	*$642,798.76*	*$350,757.23*	*$292,041.53*
3.0	**Design Phase**			
	Design Phase Subtotal	*$550,824.68*	*$550,824.68*	*$0.00*
4.0	**Bid Phase**			
	Bid Phase Subtotal	*$30,488.20*	*$30,488.20*	*$0.00*
5.0	**Construction Phase**			
	Construction Phase Subtotal	$341,439.50	$220,430.22	$121,009.28
	Basic Services Subtotal	$1,729,814.78	$1,292,910.07	$463,904.71
	Special Services			
SS - 1	Survey	$5,500.00	$5,500.00	$0.00
SS - 2	Subsurface Utility Eng	$36,048.10	$9,830.72	$26,217.38
SS - 3	Geotechnical Engineering	$14,960.00	$14,960.00	$0.00

Task No.	Description	Orig. Contract Amount	Billed to Date	Remaining
SS - 4	Environmental	$36,355.00	$36,355.00	$0.00
SS - 5	Permitting Fees	$60,000.00	$4,703.76	$55,296.24
	Special Services Total	*$152,863.10*	*$71,349.48*	*$81,513.62*
	Total Fee	$1,882,677.88	$1,364,259.55	$518,418.33

Exhibit D
Insurance Requirements

I. Engineer 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, Engineer'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 Engineer's insurance and shall not contribute to it. No term or provision of the indemnification provided by Engineer 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 Engineer, Engineer, *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 (Engineer'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, Engineers and subconsultants *must* use that portion of the form whereby the hiring Engineer 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 Engineer 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
Certificate of Insurance

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:
2026-1534568

Date Filed:
10/29/2026

Date Acknowledged:
10/30/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gupta & Associates Inc.
Dallas, 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.
27-0037-PSA
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gupta, Verinder	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is VERINDER GUPTA, and my date of birth is 12/14/1952.

My address is 13717 NEUTRON RD., DALLAS (city), TX (state), 75244 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TX, on the 29 day of OCT (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
a division of Brown & Brown
5850 Granite Parkway, Suite 350
Plano, TX 75024

CONTACT NAME: Simran Patel
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: 2305-RSCcertrequest@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Company	29459
INSURER B : Travelers Casualty and Surety Co America	31194
INSURER C : Chubb National Insurance Company	10052
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gupta & Associates, Inc.
13717 Neutron Rd
Dallas TX 75244

COVERAGES **CERTIFICATE NUMBER:** 92717977 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ ☐ CLAIMS-MADE ☑ OCCUR ✓ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	84SBWBC3906	8/1/2026	8/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	84SBWBC3906	8/1/2026	8/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	✓ **UMBRELLA LIAB** ☑ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			84SBWBC3906	8/1/2026	8/1/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	71795593	4/5/2026	4/5/2027	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability		✓	107204522	1/17/2026	1/17/2027	Per claim Annual Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
The City of Georgetown, its officials, agents, employees and volunteers are named additional insureds on the General Liability and Auto Liability coverages as required by written contract. General Liability and Auto Liability are primary and non-contributory. A waiver of subrogation is shown in favor of the additional insured on General Liability, Auto Liability, Professional Liability and Workers compensation as required by written contract

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
RSC Insurance Brokerage

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City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Amendment 1 to Envirosoar Technologies LLC Contract

SUGGESTED ACTION:
Consideration and possible action to approve Amendment #1 to Envirosoar Technologies LLC contract #26-0256-CC to provide OpenGov Enterprise Procurement and Contracts implementation and project management services in an amount not to exceed $75,000.00 -- Donna Cantwell, Purchasing Manager

ITEM SUMMARY:
This amendment modifies the original Scope of Services to include implementation project management services to ensure successful collaboration with the OpenGov implementation team across the entire implementation lifecycle from initial project governance and resource planning through data migration, module deployment, change management, and final go-live closure.

FINANCIAL IMPACT:
Funding was approved in FY2027 budget

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Envirosoar Tech CoG extension 20261104.pdf

Amendment No. 1
to the Agreement between
Envirosoar Technologies, LLC
and the
City of Georgetown, Texas

This First Amendment ("Amendment") is entered into by and between **City of Georgetown,** a Texas home-rule municipal corporation (the "City"), and **Envirosoar Technologies, LLC** (the "Consultant"), collectively, the **Parties,** as follows:

WHEREAS, the Parties entered into an Agreement on June 3, 2026 for the Consultant to provide the City with procurement process improvement and project management services, Consultation Agreement with the City of Georgetown, Contract No. 26-0256-CC, (the "Original Agreement");

WHEREAS, the Parties wish to amend the Original Agreement to add additional services, as shown in Exhibit A-1, to provide OpenGov software implementation project management and support;

WHEREAS, the Parties agree that the Consultant will provide the additional services at the same hourly rate and estimate the services will require an additional five-hundred and seventeen (517) hours;

WHEREAS, the Parties agree that in order for the Consultant to provide the additional services, the Agreement should be amended to increase the not to exceed amount by seventy-five thousand dollars ($75,000) from eighty-two thousand dollars and no cents ($82,000.00) to one-hundred fifty-seven thousand dollars and no cents ($157,000.00) and extend the term to September 30, 2027;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to increase the Original Agreement's not to exceed amount from eighty-two thousand dollars and no cents ($82,000.00) to one-hundred fifty-seven thousand dollars and no cents ($157,000.00).

2. To amend the agreement to add Exhibit A-1, as shown below, outlining the additional services to be performed by the Consultant.

3. All other terms of the Original Agreement not inconsistent with this Amendment shall apply.

4. This Amendment is effective on the date executed by the City.

[signature page to follow]

EXHIBIT A-1
SCOPE OF SERVICES
PROJECT MANAGEMENT SERVICES FOR PROCUREMENT SOFTWARE IMPLEMENTATION

1. **Summary of Project/Background:**

The City of Georgetown seeks an experienced ERP software and project management professional to assist the City's Procurement Team with OpenGov procurement system implementation project management and support as further described below. The individual must work collaboratively with the City's Procurement Team, the Chief Financial Officer and the Assistant Chief Financial Officer, the City Attorney's Office, the Procurement Stakeholder Group, and the Organizational Development Department.

2. **Consultant Responsibilities**. The Consultant shall:
   a. Provide services in a timely, professional, and cost-effective manner.
   b. Maintain regular communication with the City's point of contact.
   c. Attend meetings with staff and stakeholder groups (as described below) as needed to provide the deliverables.
   d. Produce and lead change management activities related to the deliverables below.
   e. Assist with intake process review projects that are ongoing.
   f. Prepare and deliver required reports, memoranda, and recommendations.
   g. Provide to the City the below Deliverables by the dates included below.

3. **Deliverables**

   a. OpenGov Procurement System Implementation Project Management and Support

      i. Provide leadership and comprehensive project management to City of Georgetown teams to ensure successful collaboration with the OpenGov implementation team across the entire implementation lifecycle from initial project governance and resource planning through data migration, module deployment, change management, and final go-live closure.
      ii. Coordinate internal resources, subject matter experts, and stakeholders across departments to ensure consistent engagement, status meeting attendance, and aligned communication with leadership.
      iii. Manage project schedules, master project plans, risk logs, and resource allocations to ensure on-time delivery within project scope and budget.
      iv. Escalate internal issues, manage project changes, and secure formal approvals for scope or financial adjustments according to organizational governance rules.

v. Oversee technical setups, data delivery, integrations, testing, configuration, and validation of core OpenGov modules.

vi. Drive change management activities, user training, go-live readiness, launch issue resolution, and final project completion sign-offs.

4. **Timeline & Milestones.**
   a. Services commencement date: within 30 days
   b. Manage project activities to support consistent delivery and adherence to established OpenGov implementation deliverables per the OpenGov SOW and project plan.
   c. Services completion date: September 30, 2027.

5. **Performance Standards.**
   a. Services shall meet the professional industry standards and comply with applicable federal, state, and local laws.
   b. Consultant shall adhere to City deadlines unless prior written approval is obtained.
   c. Consultant shall notify the City promptly of any issues that may impact services.

ENVIROSOAR TECHNOLOGIES, LLC

By: Christine Frances

Printed Name: Christine Frances

Title: Managing Director

Date: 11/3/2026

CITY OF GEORGETOWN

By:_____

Printed Name:_____

Title:_____

Date:_____

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Third Renewal to Contract No. 24-0056-CC with NewGen

SUGGESTED ACTION:
Consideration and possible action to approve the third renewal for water utility revenue requirements analysis and rate design with NewGen, Contract No. 24-0056-CC, for an annual amount not to exceed $100,000.00, and authorizing the City Manager to execute one one-year renewal on the same terms and conditions, for a total not-to-exceed amount of $200,000.00 -- Chelsea Solomon, Water Utility Director

ITEM SUMMARY:
This contract provides expert consulting services for water and wastewater rates and long-term financial planning. The scope of work includes reviewing current and future revenue requirements to ensure adequate cost recovery, evaluating rate structures that balance revenue stability, conservation, and affordability, and maintaining consistency with industry best practices. NewGen will assist the City in evaluating relevant financial and operational factors, benchmarking rates against comparable utilities, gathering stakeholder feedback, and recommending rate structures that support the City's long-term financial goals.

As part of the updated scope, NewGen will provide additional financial modeling and cost-of-service analysis associated with the City's wholesale water agreements, including the Florence and NUI wholesale contracts. This work will include developing and evaluating cost-of-service-based wholesale rates to ensure appropriate allocation and recovery of costs associated with providing wholesale water service.

The scope will also include updates to the utility's financial and rate models to incorporate financing through the State Water Implementation Fund for Texas (SWIFT), revised revenue bond issuance and debt service schedules, and updated cash drawdown projections. These revisions will help the City better evaluate the timing and financial impacts of planned capital investments, debt obligations, available cash reserves, and future funding needs.

With the continued growth of the water utility and evolving infrastructure and financial needs, the City anticipates continuing to update its utility rate models annually with NewGen's support. These updates will incorporate revised capital improvement plans, financing assumptions, debt schedules, wholesale contractual obligations, operating expenses, and revenue projections. This work will be coordinated with the City's annual budget process to provide Council with updated financial forecasts and potential rate impacts, allowing for informed decisions that balance infrastructure investment, financial sustainability, and customer affordability.

FINANCIAL IMPACT:
Funds are available in the water administration budget; Cost Center CC0527, Fund 660, Spend Category Consulting - Utilities

SUBMITTED BY:
Deniece Sesma, Water Utility Department

ATTACHMENTS:
24-0056-CC-R3 NewGen Util Rate Study [City Council].pdf

Docusign Envelope ID: EC780512-3196-8D49-83E6-5019FC6E27A7

Renewal 3
to the Agreement between
NewGen Strategies and Solutions, LLC
and the
City of Georgetown, Texas

This Third Renewal Agreement ("Third Renewal") is entered into between the **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation ("City"), and **NEWGEN STRATEGIES AND SOLUTIONS, LLC ("Consultant"),** referred to collectively as the "Parties." The Parties hereby agree as follows:

WHEREAS, on November 28, 2023, the Parties entered into a Consultation Agreement, for consulting services on utility cost of service and rate study, Contract No. 24-0056-CC ("Original Agreement");

WHEREAS, the Original Agreement provided an initial term of one (1) year with the option to renew for four (4) additional one- (1-) year renewal terms for a total of five (5) years in an amount not to exceed $70,000.00 per renewal term;

WHEREAS, on October 21, 2024, the Parties renewed the Original Agreement for a first renewal term beginning upon the expiration of the Original Agreement and ending on November 27, 2025; and

WHEREAS, on July 29, 2025, the Parties amended the Original Agreement to add additional services related to expanding the five-year forecast to a ten-year forecast and increased the first renewal term's not-to-exceed amount to $98,000.00; and

WHEREAS, on November 24, 2025, the Parties renewed the Original Agreement for a second renewal term to begin immediately upon the expiration of the first renewal term and end on November 27, 2026, and amended the Original Agreement to increase the not-to-exceed amount for the second renewal term to $73,500.00; and

WHEREAS, on July 16, 2026, the Parties amended the Original Agreement to add additional services related to developing a 10-year forecast and to increase the not-to-exceed amount for the second renewal term to $103,500.00; and

WHEREAS, the Parties desire to renew the Original Agreement for a third renewal term to begin immediately upon the expiration of the second renewal term and end on November 27, 2027, in accordance with the terms of the Original Agreement and to increase the not-to-exceed amount for the third renewal term.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for a third renewal term which will begin immediately upon the expiration of the second renewal term and will end on

Docusign Envelope ID: EC780512-3196-8D49-83E6-5019FC6E27A7

November 27, 2027.

2. The Parties agree that during the third renewal term, the not-to-exceed amount shall be increased to $100,000.00.
3. All other terms of the Original Agreement not inconsistent with this Third Renewal shall apply. Except as expressly modified by this Third Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

4. This Third Renewal is effective on the date executed by the City.

[signature page to follow]

Docusign Envelope ID: EC780512-3196-8D49-83E6-5019FC6E27A7

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

NEWGEN STRATEGIES AND SOLUTIONS, LLC

By: DocuSigned by: Matthew B. Garrett B23EEBEF79E64D1...

Name, Title: Matthew B. Garrett, Partner

Date: 10/27/2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Docusign Envelope ID: EC780512-3196-8D49-83E6-5019FC6E27A7

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:
2026-1533271

Date Filed:
10/27/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NewGen Strategies and Solutions, LLC
Richardson, 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, Texas

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.
24-0056-CC-R3
Utility Cost of Service and Rate Study

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ekrut, Christopher	Richardson, TX United States	X	
Garrett, Matthew	Richardson, TX United States	X	
Georgis, Anthony	Lakewood, CO United States	X	
Yanke, David	Austin, TX United States	X	
Dickman, Brian	Vancouver, WA United States	X	
Callocchia, Eric	Annapolis, MD United States	X	
Trulock, Allison	Orlando, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matthew B. Garrett, and my date of birth is June 18, 1979.

My address is 275 W Campbell Road, Suite 440, Richardson (city), TX (state), 75080 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 27th day of October (month), 20 26 (year).

DocuSigned by:
Matthew B. Garrett
B23EE8EF79E04D1...
Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: EC780512-3196-8D49-83E6-5019FC6E27A7

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Davidson	
TriMountain Corporation 8301 East Prentice Avenue Suite 215 Greenwood Village CO 80111	PHONE (A/C, No, Ext): (720) 708-4155	FAX (A/C, No): (720) 708-4387
	E-MAIL ADDRESS: john@trimountaincorp.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
NewGen Strategies & Solutions, LLC 225 Union Blvd, #450 Lakewood CO 80228	INSURER A : Travelers Property Casualty Company of America	25674
	INSURER B : Travelers Casualty Insurance Company of America	19046
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2682406070 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			ZLP51N57657	09/01/2026	09/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA8T107610	09/01/2026	09/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CUP8T11400A	09/01/2026	09/01/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB8T108483	09/01/2026	09/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional (E&O) and Cyber Liability			ZPL91N55840	09/01/2026	09/01/2027	Claim Limit Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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.

Policies include a blanket additional insured endorsement for certificate holder when there is a written contract between the named insured and the certificate holder that requires such status, excluding the workers compensation policy. The general liability policy is primary and non-contributory, if required by contract.

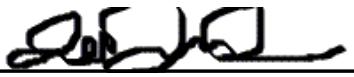
CERTIFICATE HOLDER

City of Georgetown
P.O. Box 409
Georgetown TX 78627

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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City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Court Collection Agency Contract

SUGGESTED ACTION:
Consideration and possible action to approve the Agreement between the City of Georgetown and McCreary, Veselka, Bragg & Allen PC for the collection of Delinquent Municipal Court Fines and Fees for a term of one (1) year and authorize the City Manager to execute renewals of the agreement for up to four (4) additional one-year terms -- Holly Hafey, Municipal Court Administrator

ITEM SUMMARY:
The Municipal Court is requesting the Council to approve the Contract with McCreary, Veselka, Bragg and Allen PC for collection of Municipal Court Fines and Fees.

A contract for collection of theses fines and fees is authorized by the Code of Criminal Procedure Section 103.0031

FINANCIAL IMPACT:
There is no financial impact on the City – all collection fees are paid by the defendant.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
CC111026 27-0001-CC MVBA_MC COLLECTIONS (MAYOR SIGNATURE).pdf

CONTRACT ROUTING FORM

Contract No. 27-0001-CC Project No._____ Bid No._____ RFP No. 202656

■ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: McCreary, Veselka, Bragg & Allen, PC

CONTRACT DESCRIPTION: Collection Services for Municipal Court

CONTRACT VALUE: 30% paid by defendants.

GL ACCT NO/COST CENTER/FUND:

GRANT FUNDED: ■ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Nicole Abrego _____ 11/3/2026

PURCHASING DATE

_____ _____

LEGAL DEPARTMENT DATE

_____ _____

DIRECTOR ADMINISTERING CONTRACT (greater than $25,000) DATE

APPROVED and EXECUTED

_N/A_____ _____

DIRECTOR ($25,000 or less) DATE

_____ _____

CITY MANAGER/ASST CITY MANAGER ($100,000 or less) DATE

__N/A_____ _____

MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

_____ _____

PURCHASING DATE

For Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates: Attached Performance Bond: X Payment Bond: X Form 1295: Attorney: Shruti	☐ Permanent (Record Retention) Originals sent to CSO: Scanned into Laserfiche/Global: Council Date: 11/10/26 Item No.:

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:
2026-1510376

Date Filed:
09/01/2026

Date Acknowledged:
11/3/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
McCreary Veselka Bragg & Allen PC
Round Rock, 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.
The City of Georgetown, Texas

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.
07-0001-CC
Collection Services for the Municipal Court Fees

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Steven W. Whigham, and my date of birth is 05/24/1956.

My address is 700 Jeffrey Way, Suite 100, Round Rock, (city) TX, (state) 78665, (zip code) USA. (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 1st day of September, (month) 2026. (year)

Steven W. Whigham

Signature of authorized agent of contracting business entity
(Declarant)

CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the _____ day of _____, _____ by and between McCreary, Veselka, Bragg & Allen, PC ("Consultant") and the City of Georgetown, Texas ("City").

1. **Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

2. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this Agreement shall not exceed the fees or fee percentages outlined in the original request for proposals, attached as **Exhibit B**, which is attached and incorporated herein.

3. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is for one (1) year, with the option to renew for four (4) additional one (1) year terms on the same terms and conditions. Any renewal must be in writing and executed by the parties. 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.

4. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.

5. **Insurance.** Consultant 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 Consultant, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

6. **INDEMNITY. THE CONSULTANT 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 SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE**

OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.

7. **Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

8. **Dispute Resolution.** If either the Consultant or the City has a claim or dispute, 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. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

9. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.

10. **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 Consultant within thirty days after receipt of a correct invoice for services. The Consultant 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 Consultant 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 Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with this Agreement.

11. **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, the Consultant 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 Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

12. **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 the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.

13. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. It is understood and agreed that 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 the Consultant a written notice of termination at the end of its then current fiscal year.

14. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Consultant:

McCreary Veselka Bragg & Allen PC
ATTN: Steve Whigham
700 Jeffrey Way Suite 100
Round Rock, TX 78665
swhigham@mvbalaw.com

Notice to the City:

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

15. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant 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.

16. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

17. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

18. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

19. **Right to Audit**. The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant 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 Consultant are resolved, whichever is longer.

20. **Advertising and Publicity**. Consultant 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.

21. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by

instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

22. **Consultant Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Consultant certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

23. **Consultant Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies Consultant is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

24. **Consultant Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

25. **Consultant Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

27. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

28. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.

29. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

30. **Entire Agreement.** 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. Documents expressly incorporated (as if copied in full) into this Agreement include: Scope of Services (Exhibit A); the City's Request for Proposal 2026-56 (Exhibit B); with the exception of the Consultant's proposal to provide legal services, the Consultant's Proposal in response to Request for Proposal 2026-56 ("Consultant's Proposal") (Exhibit C); Insurance requirements (Exhibit D); and the Consultant's Certificates of Insurance (Exhibit E). In the event of any discrepancies or contradictions between the documents, the terms and conditions of this Agreement, Exhibit A, and Exhibit B supersede those in Exhibit C.

List of Exhibits

A. Scope of Services
B. City's Request for Proposal 2026-56
C. Consultant's Proposal
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONSULTANT

By: _____

Name, Title: CRAIG MORGAN, ATTORNEY

Date: 10-29-2024

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Exhibit A

Scope of Services

The City is seeking a well-qualified firm or public or private vendor to provide collection services meeting all requirements of this RFP.

The Municipal Court (the "Court") processes approximately 13,000 citations annually. The Court has over 6000 cases in warrant status with assessed fines of approximately $1.9 million. The objective of this RFP is to collect and/or resolve delinquent cases and decrease any accumulated backlog.

The Court will electronically transmit files to the Consultant on post and prejudgment cases that are more than 60 days past due and eligible for collection pursuant to the Texas Code of Criminal Procedure Article 103.0031. The Municipal Court Judge reserves the right to determine any non-collection of fees on any case. The City will not consider submission of a partial payment as satisfaction of an outstanding debt. The final payment will constitute closure of a case, and the City will retain ownership of all information collected will provide the collection services.

A. The Consultant shall provide the following scope of services as part of its collection services for the City:

1. Collect delinquent court fines, fees, and costs assigned by the City
2. Initiate collection efforts promptly upon account placement
3. Utilize lawful and ethical collection practices
4. Maintain accurate account documentation and activity records
5. Establish and monitor payment arrangements when authorized
6. Refrain from making false statements at all times during collection process
7. Maintain good standing with all federal, state and local regulatory agencies
8. Maintain good standing with ACA International
9. Follow all applicable Texas Government Code and Texas Code of Criminal Procedures
10. Comply with Driver Privacy Protection Act (DPPA) 18 USC 2721 guidelines
11. Comply with the City's Records Retention Schedule
12. Maintain software that is compatible with Tyler Technologies in order to receive transferred files from the Court.
13. Maintain software and other technology utilized in location of defendants, and abilities to communicate with the Court.

14. Provide for review and approval a template of letters to be mailed to defendants on the City's behalf and only use approved templates containing a notice of the person's right to enter a plea or go to trial on any offense charged and a notice of a person's right to contact the court for additional information

15. Actively pursue collections for a minimum of 180 days after data is transferred

16. Collect debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds and restitution ordered to be paid by the Court for citation and outstanding warrants; Amounts in cases where the accused has failed to appear as promised by written notice; and/or amounts as ordered paid by the Court after plea or trial

17. Notify the City of the annual statewide warrant resolution to be mailed out by collection service at no charge to the City

18. Notify the City of local "mini" warrant resolution to be mailed out by collection service up to and including three per fiscal year, at no charge to the City.

B. Transparent Fee Structure:

1. Clearly define and communicate the schedule of fines, fees and costs associated with court orders to the public.

2. Provide detailed information on how fines and fees are calculated.

C. Payment Plans:

1. Outline the terms and conditions of payment plans including installment amounts and due dates.

D. Electronic Payment Options:

1. Implement secure and convenient electronic payment methods, such as online payments, credit/debit card transactions, and electronic funds transfer.

E. Receipts and Acknowledgements:

1. Issue receipts for all payments made, clearly indicating the amount, date, and purpose of payment.

2. Provide individuals with acknowledgement of outstanding balances and the consequences of non-payment

3. Ensure compliance with notice requirements outlined in applicable laws and regulations.

4. Provide account status updates electronically

F. Compliance Monitoring:

1. Regularly review and audit collections process to ensure compliance with legal and procedural requirements.

2. Implement internal controls to prevent error and identify potential issues.

3. Provide policy and procedure manual used for collections.

G. Reporting and Recordkeeping:

1. Maintain accurate and up-to-date records of all financial transactions related court collections.

2. Provide General regular reports for financial reconciliation, auditing, and reporting to relevant authorities.

3. Provide monthly itemized invoice detailing all cases known to have been resolved in the prior calendar month.

4. Provide annual reconciliation report of outstanding cases in alphabetical order with the case and docket numbers and outstanding amounts due.

5. Provide monthly reports that include, at a minimum:

    a. Number of accounts assigned

    b. Total dollar amount assessed

    c. Total collections received

    d. Aging reports

    e. Account status summaries

    f. Returned or uncollectible accounts

    g. Complaint tracking

    h. Notification of deceased defendants

6. Provide a disaster recovery plan and ability to rebuild or backup the City's records.

H. Customer Service/Communication:

1. Provide responsive and courteous customer service to individuals inquiring about their financial obligations.

2. Establish clear communication channels for addressing questions and concerns related to collections.

3. Provide services in a professional manner, maintaining a constructive environment and complete communication while pursuing unpaid balances.

4. Contact defendants through letters, telephone calls, text messages, email, and other lawful communication methods

5. Provide bilingual collection services, including English and Spanish

6. Maintain courteous and professional interactions with the public

7. Maintain a customer service phone line during normal business hours (Monday through Friday, 8AM-5PM)

8. Provide training of collection specialists assigned to this contract.

I. Data Security:

1. Securely exchange account data electronically

2. Implement robust date security measures to protect sensitive financial information and ensure compliance with data protection laws.

3. Maintain all confidential information collected in the process of providing these services in a secured environment, and take all necessary steps to prevent exposure of confidential information to third parties by unauthorized access or use.

4. Maintain data security protocols and cybersecurity protections

5. Maintain secure data storage systems

6. Restrict access to confidential information

7. Notify the City immediately of any data breach or unauthorized access

8. Comply with all applicable cybersecurity standards

J. Transition Services

1. Upon contract expiration or termination, the Consultant shall cooperate fully with the City to ensure an orderly transition of service, including transfer of account information and records.

Exhibit B

City's Request for Proposal 2026-59

Exhibit C

Consultant's Proposal

Exhibit D

Insurance Requirements

I. The Consultant 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 Consultant'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 Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant 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 Consultant, 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 Consultant'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, Consultants and

subconsultants *must* use that portion of the form whereby the hiring Consultant 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 Consultant 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

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Melanie Wolters	
Whorton Insurance Services 11200 Jollyville Rd. Austin TX 78759-4813	PHONE (A/C, No, Ext): (512) 338-1191	FAX (A/C, No): (512) 338-1196
	E-MAIL ADDRESS: MelanieW@whortonins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
McCreary, Veselka Bragg & Allen Pc Dba MVBA PO Box 1269 (700 Jeffrey Way Ste 100 78665) Round Rock TX 78680	INSURER A : Twin City Fire Ins. Co.	29459
	INSURER B : Hartford Acc. & Indemnity Co.	22357
	INSURER C : Texas Mutual Insurance Co	22945
	INSURER D : QBE Insurance Corporation	39217
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL262245231 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			65SBABU3PMG	02/01/2026	02/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]			65UECIC7738	02/01/2026	02/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			65SBABU3PMG	02/01/2026	02/01/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001165274	02/01/2026	02/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	LAWYERS PROFESSIONAL LIABILITY CLAIMS-MADE			LAW-15579-00	10/31/2025	10/31/2026	Per Claim / Aggregate Retention Per Claim	$2,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability & Workers Compensation policy includes a blanket waiver of automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability & Auto Policies contain a special endorsement with "Primary and Noncontributory" when required by written contract wording.

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

Jim Whorton

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/1/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001165274 of Texas Mutual Insurance Company effective on 2/1/25

Issued to: MCCREARY, VESELKA, BRAGG & ALLEN PC

DBA: MVBA

This is not a bill

Jeanette Ward

Authorized representative

NCCI Carrier Code: 29939

2/3/25

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Insured copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/1/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001165274 of Texas Mutual Insurance Company effective on 2/1/25

Issued to: MCCREARY, VESELKA, BRAGG & ALLEN PC

DBA: MVBA

This is not a bill

Jeanette Ward

Authorized representative

NCCI Carrier Code: 29939

2/3/25

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Second Reading - Ordinance Approving a Temporary Pilot Street Patio Program

SUGGESTED ACTION:
Second Reading of an Ordinance adding Chapter 12.035 to the Code of Ordinances approving a temporary pilot street patio program regulating the permitting, licensing, operation, maintenance, and use of street patios within the public right-of-way in accordance with Chapter 316 of the Texas Transportation Code -- Kelly Trietsch, Chief Development Officer

ITEM SUMMARY:

The City of Georgetown proposes establishing a pilot street patio program permitted under Chapter 316 of the Texas Transportation Code. The program enables restaurants and similar businesses within designated downtown blocks to apply for a permit to temporarily use certain on-street parking spaces for outdoor dining. The proposed ordinance outlines permit requirements, design and operational standards, insurance obligations, and enforcement mechanisms. Street patios must be ADA-compliant, maintain ADA-compliant pedestrian pathways, meet safety and drainage requirements, preserve utility access, and adhere to clear operational standards. A permit would function as a revocable license, requiring annual renewal and strict compliance with maintenance, insurance, and public safety responsibilities. The City retains authority to temporarily or permanently remove any installations if needed for municipal operations or emergency response. At the end of the proposed two-year pilot, the City Council may choose to extend, modify, or make the program permanent based on observed impacts and community benefit.

FINANCIAL IMPACT:

SUBMITTED BY:
Amber Burnette, City Manager's Office

ATTACHMENTS:
CC 10.27.2026 Street Patio Pilot Program Ord 1st Reading_.pdf
Ordinance_First Reading_Street Patio Pilot Program with exhibit A.pdf
SidewalkCafeOrdinance_rv1.pdf



Street Patio Pilot Program Ordinance

October 27, 2026 | City Council – 1st Reading



Program Intent

- Enhance downtown economic vitality and & pedestrian activity
- Protect public safety, accessibility, drainage, utilities and municipal operations
- Evaluate real-world impacts during the pilot period

Revisions from Workshop Discussion

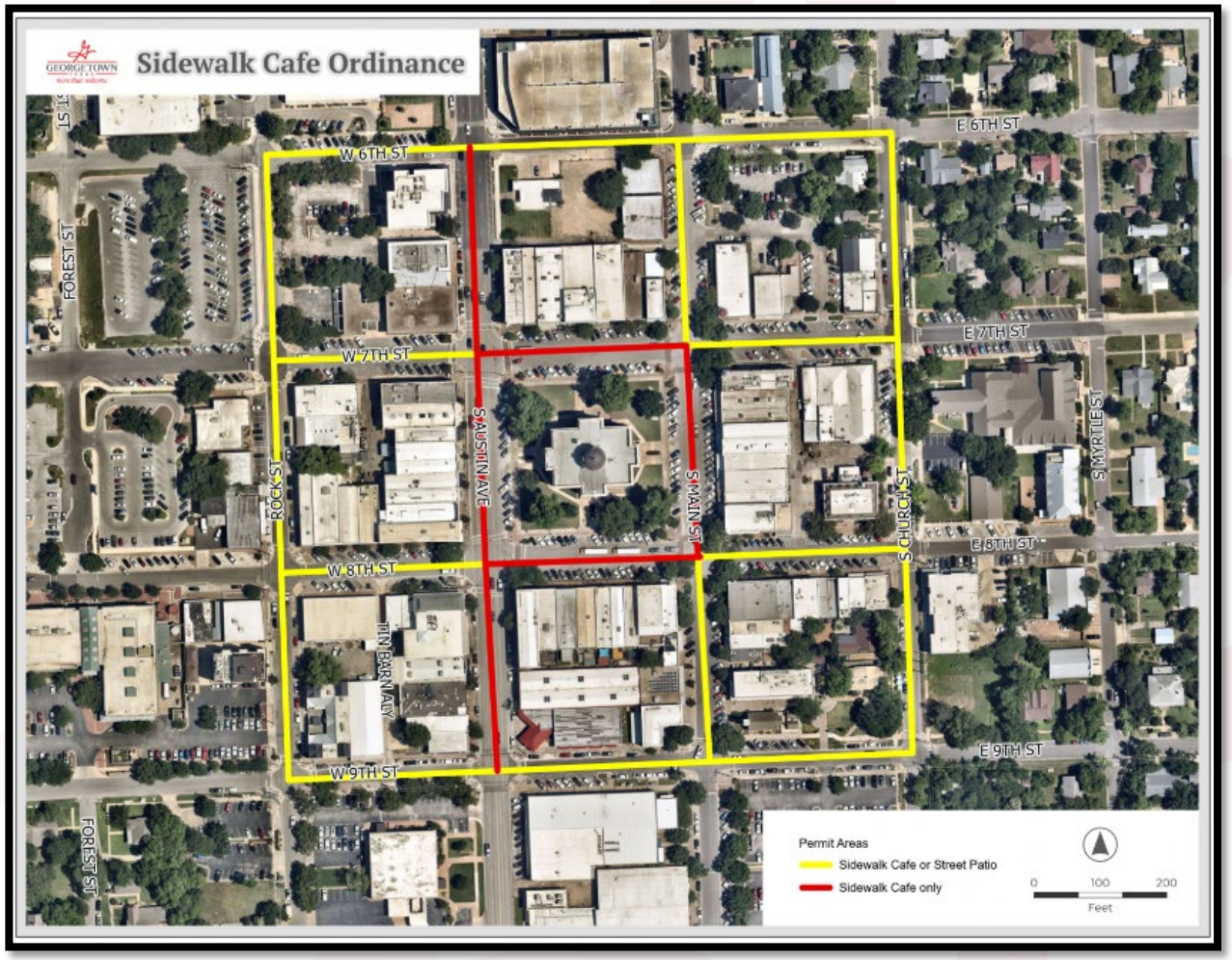
1. Limit ordinance to Street Patio licensing only
2. Add 3 blocks to the north for inclusion of full 9 blocks
3. Add additional 12 months to pilot program– 24-month total
4. Consider max allowed parking space encumbrance
5. Keep the fees as presented – consider calculation per square foot
6. Rely on TABC regulations and remove references in ordinance

Revisions from Workshop Discussion

1. Limit ordinance to Street Patio licensing only
   a. Presented to Downtown Georgetown Association on October 6th
   b. Sending survey to the DGA membership
   c. Continue to communicate with Downtown business owners for additional feedback on Sidewalk Café permitting
   d. Consider adoption later, either during the pilot period or upon full adoption of the ordinance to include both options (Sidewalk Café or Street Patio)

Revisions from Workshop Discussion

2. Add 3 blocks to the north for inclusion of full 9 blocks



Revisions from Workshop Discussion

3. Add additional 12 months to pilot – 24-month total

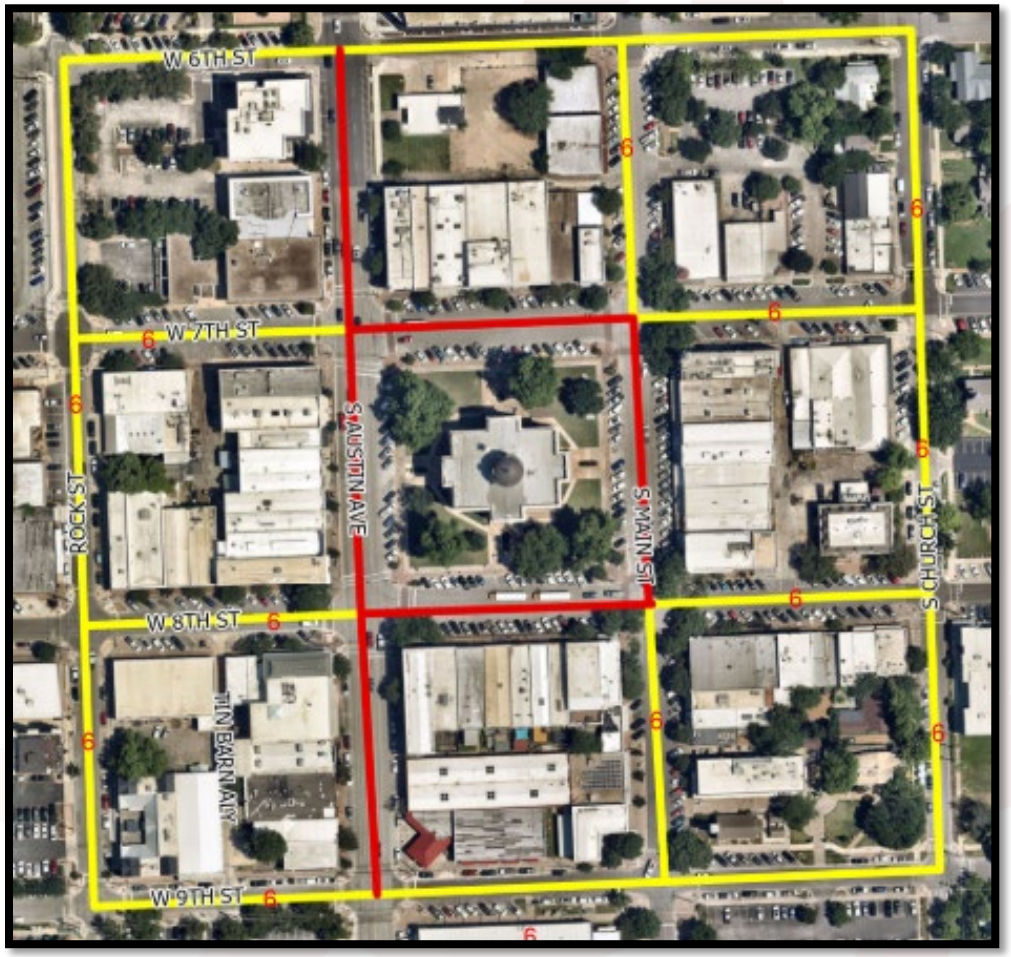
Section 4. The pilot Street Patio program established by this Ordinance is intended to operate as a temporary pilot program for a period of two (2) years from the effective date of this Ordinance unless otherwise extended, renewed, or made permanent by action of the City Council. Upon the expiration of Chapter 12.035, all permits issued and license agreements entered into pursuant to this Chapter shall automatically terminate unless otherwise authorized by the City Council.

Revisions from Workshop Discussion

4. Consider max allowed parking space encumbrance
    a. Consider percentage – Difficult to calculate and manage with the variation in downtown infrastructure and on-street parking types
    b. Consider Max of 2 Street Patios per block - This would cap the max number of spaces at approximately 72 total within the 9-block area when considering on-street parking availability, structures, and business types
    c. The addition of the second parking garage (E. 9th & S. Main) will provide a net gain of 316 spaces (450 proposed replacing 134 existing)
        a. Both public parking garages are on the periphery of the 9-block area (Zone 1 in the 2023 Downtown Parking Study)
        b. Zone 1 contains the highest concentration of restaurants/bars – these spaces have a high turnover rate compared to other land uses (Institute of Transportation Engineers)

Revisions from Workshop Discussion

4. Consider max allowed parking space encumbrance



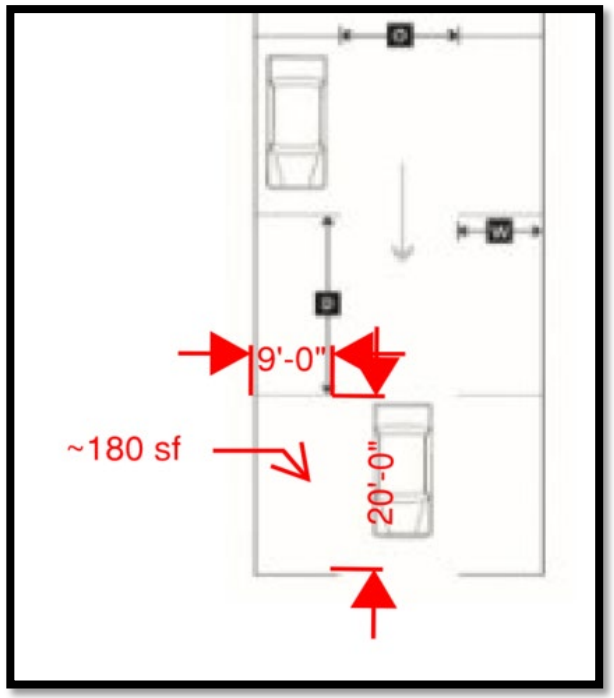
Revisions from Workshop Discussion

5. Keep the fees as presented – consider calculation per square foot

Street Patio	Application	$ 50.00	$ -	
	TUP	$ 150.00	$ 10.00	
	Space 1	$ 2,400.00	$ -	$ 2,610.00
	Space 2	$ 2,400.00	$ -	$ 5,010.00
	Space 3	$ 2,400.00	$ -	$ 7,410.00

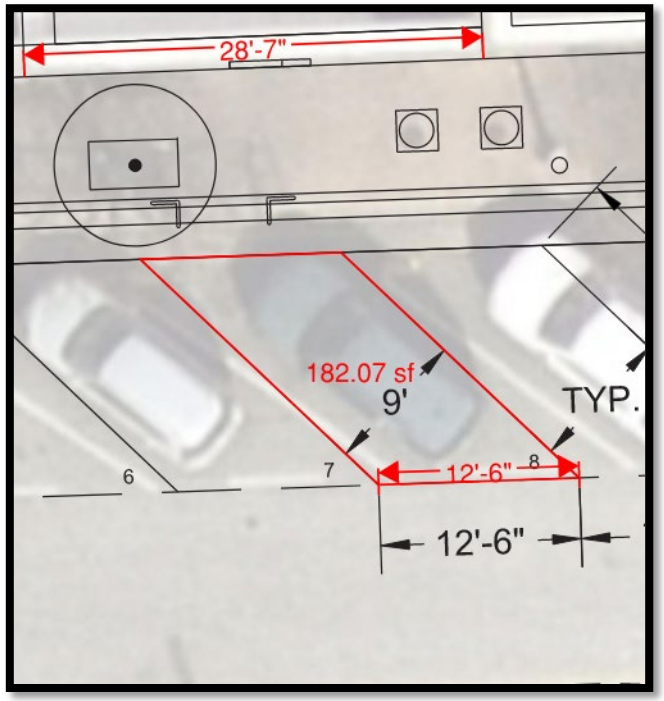
Revisions from Workshop Discussion

5. Keep the fees as presented – consider calculation per square foot



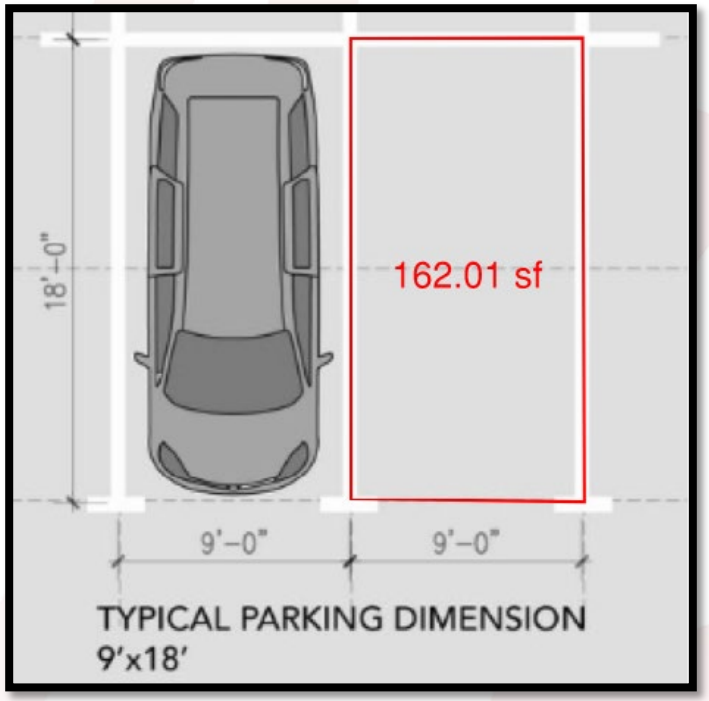
Parallel ~ 9'x20'
$13.30/sf

* $2664.00



Typical Angled
$13.20/sf

* $2693.60



Typical 9'x18'
$14.80/sf

* $2400.00

Revisions from Workshop Discussion

6. Rely on TABC regulations and remove references in ordinance

6. proof of general commercial liability insurance coverage and liquor liability insurance coverage if applicable, in the amount established by the City to protect the City's interest;

7. proof of any required food establishment permits;

8. proof of any required Texas Alcoholic Beverage Commission permits or licenses; and

9. a surety bond or other financial security if required by the City Manager or their authorized designee pursuant to Chapter 316 of the Texas Transportation Code; and

First Reading of an Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ESTABLISHING A TEMPORARY PILOT STREET PATIO PROGRAM; ADOPTING CHAPTER 12.035 OF THE CODE OF ORDINANCES REGULATING THE PERMITTING, LICENSING, OPERATION, MAINTENANCE, AND USE OF STREET PATIOS WITHIN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH CHAPTER 316 OF THE TEXAS TRANSPORTATION CODE; PROVIDING FOR A TWO-YEAR SUNSET PERIOD UNLESS EXTENDED OR MADE PERMANENT BY THE CITY COUNCIL; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

THANK YOU!

Fees

Request	Permit	Base Fee	Tech Fee	Per Year
Sidewalk Café	Application	$ 50.00	$ -	
	TUP	$ 150.00	$ 10.00	
			TOTAL	$ 210.00
Street Patio	Application	$ 50.00	$ -	
	TUP	$ 150.00	$ 10.00	
	Space 1	$ 2,400.00	$ -	$ 2,610.00
	Space 2	$ 2,400.00	$ -	$ 5,010.00
	Space 3	$ 2,400.00	$ -	$ 7,410.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ESTABLISHING A PILOT STREET PATIO PROGRAM; ADOPTING CHAPTER 12.035 OF THE CODE OF ORDINANCES REGULATING THE PERMITTING, LICENSING, OPERATION, MAINTENANCE, AND USE OF STREET PATIOS WITHIN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH CHAPTER 316 OF THE TEXAS TRANSPORTATION CODE; PROVIDING FOR A TWO-YEAR SUNSET PERIOD UNLESS REPEALED BY THE CITY COUNCIL; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR A PENALTY PURSUANT TO CHAPTER 1.08; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown is a home-rule municipality operating pursuant to the Constitution and laws of the State of Texas, and the City Charter grants the City Council the authority to regulate and control the use of municipal streets, sidewalks, rights-of-way, and other public property for the protection of the public health, safety, and welfare; and

WHEREAS, Chapter 316 of the Texas Transportation Code authorizes municipalities to regulate and permit the use of municipal streets and sidewalks for public conveniences, amenities, and certain private uses; and

WHEREAS, the City Council finds that the safety, health, and welfare of the public are best served by requiring the permitting, licensing, inspection, and regulation of improvements, structures, facilities, encroachments, and private uses located within the public right-of-way; and

WHEREAS, Street Patios located within the public right-of-way constitute temporary private uses and encroachments upon municipal property that require regulation to protect public health, safety, welfare, accessibility, pedestrian circulation, traffic operations, municipal infrastructure, drainage, utility access, and emergency operations; and

WHEREAS, the City Council finds that establishing a temporary pilot Street Patio program will support downtown businesses, encourage economic vitality and pedestrian activity, and provide enhanced dining and retail opportunities while allowing the City to evaluate the operational, safety, accessibility, and infrastructure impacts associated with such uses; and

WHEREAS, the City Council further finds that permits issued pursuant to this pilot program constitute revocable licenses for temporary private use of portions of the public right-of-way, are subject to applicable provisions of Chapter 12.09 of the Code of Ordinances except where Chapter 12.035 provides more specific requirements; and

WHEREAS, the City Council further finds that unless otherwise repealed by action of the City Council, this program shall automatically expire and be of no further force or effect

approximately two (2) years following its effective date on October 31, 2028 and the expiration of Chapter 12.035 shall not create any vested right or entitlement to continued operation of any Street Patio or continued occupancy of any portion of the public right-of-way; and

WHEREAS, the City Council desires to establish a temporary pilot Street Patio program and adopt regulations governing the permitting, operation, maintenance, and use of Street Patios within the public right-of-way; and

WHEREAS, the City Council finds that adoption of this Ordinance and establishment of the pilot Street Patio program is in the best interests of the public health, safety, and welfare of the citizens of Georgetown.

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, Chapter 551 of the Texas Government Code.

Section 2. The findings, recitals, and determinations set forth in the preamble of this Ordinance are hereby found to be true and correct, are adopted by the City Council for all purposes, and are incorporated herein as if fully set forth verbatim.

Section 3. Chapter 12.035 of the Code of Ordinances is hereby added as shown in Exhibit A.

Section 4. The pilot Street Patio program established by this Ordinance is intended to operate as a temporary pilot program for a period of two (2) years from the effective date of this Ordinance unless otherwise extended, renewed, or made permanent by action of the City Council. Upon the expiration of Chapter 12.035, all permits issued and license agreements entered into pursuant to this Chapter shall automatically terminate unless otherwise authorized by the City Council.

Section 5. All ordinances, resolutions, or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict only, and all other ordinances and resolutions not in conflict herewith 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 thereto. This Ordinance shall become effective immediately upon adoption and publication as required by the City Charter and applicable law.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

EXHIBIT A

CHAPTER 12.035. STREET PATIOS

Sec. 12.035.01. Purpose and Authority.

A. The purpose of this chapter is to regulate the use of municipal Sidewalks and portions of the public right-of-way for Street Patios in a manner that promotes pedestrian activity and economic vitality while protecting public health, safety, welfare, accessibility, and the public's use of Municipal Streets and Sidewalks. This chapter ensure compliance with the Americans with Disabilities Act ("ADA") and Chapter 316 of the Texas Transportation Code relating to the use of Municipal Streets and Sidewalks for public conveniences, amenities, and private uses.

B. This chapter is adopted pursuant to the authority granted by Chapter 316 of the Texas Transportation Code and the City's police powers and home-rule authority.

Sec. 12.035.02. Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings assigned below:

"Code" means the City of Georgetown Code of Ordinances.

"Municipal Street" has the meaning assigned by Chapter 316 of the Texas Transportation Code and means the entire width of a way held by a municipality in fee or by easement or dedication that has a part open for public use for vehicular travel, excluding a designated state or federal highway or county road.

"Street Patio" means a type of Sidewalk Café that is located within a parking space or spaces.

"Permit Area" means the portion of the public right-of-way authorized for use under a Street Patio permit.

"Roadway" means the portion of a Municipal Street improved, designed, or ordinarily used for vehicular travel, excluding a curb, berm, or shoulder.

"Sidewalk" means the portion of a Municipal Street between the curb lines or lateral lines of a Roadway and the adjacent property lines that is improved and designed for or ordinarily used for pedestrian travel.

"Sidewalk Café" means an outdoor dining or customer seating area that is located on a Sidewalk or other approved portion of the public right-of-way adjacent to a business establishment and contains removable tables, chairs, planters, or related appurtenances.

Sec. 12.035.03. Applicability.

A. This chapter applies to all Street Patios located within the public right-of-way of the City.

B. This chapter does not apply to:

1. temporary special events authorized under separate City permits;
2. City's use of a public street; or
3. Political subdivisions of this State.

Sec. 12.035.04. Locations Allowed.

A. Street Patio permits may currently only be issued under this Chapter for locations within the following public rights-of-way: (1) 7th, 8th, and 9th Streets between Rock Street and Church Street; (2) Rock Street, Main Street, and Church Street between 7th Street and 9th Street; and (3) Austin Avenue between 6th Street and 9th Street.

B. A license may only be granted for use of the portion of the public right-of-way that abuts a face of the business premises. A license may extend into the public right-of-way abutting an immediately adjacent business only with the written consent of that property owner.

C. The City Manager or their authorized designee may designate additional areas within the public right-of-way as eligible for Street Patio permits from time to time, as deemed appropriate.

Sec. 12.035.05. Permit Required.

A. All Street Patios must be permitted in accordance with this Chapter.

B. The City Manager or their authorized designee may issue permits in accordance with this chapter and Chapter 316 of the Texas Transportation Code.

C. The City Manager or their authorized designee may, in their sole discretion, limit the number of permits issued under this Chapter.

D. The issuance of a permit under this Chapter is discretionary and does not create or confer any right or entitlement to a permit. Compliance with the requirements of this Chapter and all other applicable laws and regulations does not guarantee issuance of a permit. Any permit issued under this Chapter is subject to the permit holder's continuing compliance with this Chapter and all applicable laws and regulations.

E. A Street Patio permit shall be required in addition to any other permit, license, or approval required by this Chapter or provision of this Code, including building, development, electrical, fire, health, accessibility, or alcohol-related permits.

Sec. 12.035.06. Authorized Applicants.

The owner of the underlying fee title or lawful tenant of property operating as a restaurant, food establishment, or similar business adjacent to the proposed Permit Area may apply for a Street Patio permit.

Sec. 12.035.07. Application Requirements.

A. Applications shall be submitted on forms approved by the City Manager or their authorized designee and shall include:

1. payment of the required application fee;
2. proof of ownership or lawful tenancy;
3. written authorization from the property owner if the applicant is not the fee owner;
4. a scaled site plan depicting:
    a. the dimensions of the Permit Area;
    b. total Sidewalk widths, existing permanent obstructions, and the required clear pedestrian path calculated pursuant to Sec. 12.035.12. Clearances and Accessibility Requirements;
    c. adjacent travel lanes, parking spaces, fire hydrants, utility infrastructure, and accessibility routes;
    d. tables, chairs, barriers, planters, railings, umbrellas, and other appurtenances;
    e. any decking, platforms, or elevation changes; and
    f. ingress and egress routes;
5. color elevations or renderings, if requested by the City Manager or their authorized designee;
6. proof of general commercial liability insurance coverage and liquor liability insurance coverage if applicable, in the amount established by the City to protect the City's interest;
7. proof of any required food establishment permits;
8. proof of any required Texas Alcoholic Beverage Commission permits or licenses; and
9. a surety bond or other financial security if required by the City Manager or their authorized designee pursuant to Chapter 316 of the Texas Transportation Code; and

B. The City Manager or their authorized designee may require plans to be prepared or sealed by a licensed architect or engineer when necessary to evaluate structural integrity, accessibility, drainage, or public safety impacts.

Sec. 12.035.08. Review and Determination.

A. Upon receipt of a completed application, the City Manager or their authorized designee may distribute the application to affected City departments, utility providers, emergency services personnel, and adjacent property owners for review and comment as determined to be necessary be the City Manager or their authorized designee in their sole discretion.

B. In accordance with Chapter 316 of the Texas Transportation Code, the City Manager or their authorized designee shall approve an application only upon finding that the proposed Street Patio:

1. In accordance with Section 316.003 of the Texas Transportation Code:

    a. will not be located on, extend onto, or intrude on:

        1. The Roadway; or

        2. A part of the Sidewalk needed for pedestrian use;

    b. will not create hazardous conditions or obstruction of vehicular or pedestrian travel on the Municipal Street;

    c. the design and location includes all reasonable planning to minimize potential injury or interference to the public in the use of the Municipal Street;

2. In accordance with Section 316.021 of the Texas Transportation Code:

    a. will not interfere with the public use of the street or Sidewalk; and

    b. will not create dangerous conditions on the street or Sidewalk in accordance with Section 316.021 of the Texas Transportation Code.

3. In accordance with Chapter 12.09 of this Code:

    a. serves the public convenience without materially impairing the public's use of the right-of-way; and

    b. will not interfere with existing or reasonably anticipated municipal utilities, drainage infrastructure, public improvements, or municipal operations within the right-of-way.

C. The City Manager or their authorized designee may impose reasonable conditions necessary to protect public safety, utilities, drainage, accessibility, and the public use of the right-of-way.

D. The City Manager or the City Manager's authorized designee may require traffic studies, safety studies, engineering studies, traffic-control plans, drainage analyses, accessibility reviews, or other materials reasonably necessary to evaluate impacts to public infrastructure, public safety, drainage, accessibility, traffic operations, or right-of-way operations as part of the permit

review process. The applicant or permit holder shall be responsible for all costs associated with the preparation and submission of such studies, plans, analyses, and supporting materials.

E. The City Manager or their authorized designee shall approve, approve with conditions, or deny an application within thirty (30) days after receipt of a completed application.

F. Failure of the City Manager or their authorized designee to act within the thirty-day period constitutes a denial.

G. The City Manager or their authorized designee's findings are solely for municipal permitting purposes and do not constitute a representation or warranty regarding safety, structural integrity, code compliance, or suitability.

Sec. 12.035.09. Denial of Application; Reconsideration.

A. The City Manager or their authorized designee shall notify the applicant in writing if the City Manager or their authorized designee determines that the proposed Street Patio does not meet the criteria established by this Chapter or the department. The notice shall identify the criteria which were not met.

B. Before the 30th day after the date the notice under Subsection (A) is mailed or delivered or the application is denied under Sec. 12.035.09 (Review, Findings, and Determination), the applicant may submit to the City for reconsideration one revised plan for a Street Patio on the same proposed street. The payment of a new application fee is not required.

C. A revised plan that is submitted for reconsideration after the deadline for reconsideration in Subsection (B) must be accompanied by a new application under Sec. 12.035.08 (Application Requirements), including the application fee.

Sec. 12.035.10. Design and Operational Standards.

A. A Street Patio shall:

1. be contiguous to a restaurant in which food preparation, sanitation, and related services for the cafe are performed;

2. maintain the minimum clearances required by Sec. 12.035.11. Clearances and Accessibility Requirements;

3. remain open to the air except for umbrellas or approved shade structures;

4. not be enclosed by fixed walls;

5. utilize barriers that are freestanding and not permanently affixed to public property unless otherwise approved by the City; and

6. comply with all applicable ADA accessibility requirements.

B. A Street Patio may not:

1. obstruct or enclose public utility infrastructure without authorization;

2. occupy a designated handicap accessible parking space, fire lane, loading zone, or fire hydrant clearance area;

3. obstruct drainage facilities, curb ramps, transit stops, or emergency access routes;

4. extend into a Roadway; or

5. create hazardous conditions for pedestrians, bicyclists, or motorists; or

6. utilize or install any lighting, electrical lighting fixture, or illuminated device other than solar-powered lighting specifically approved by the City Manager or their authorized designee.

C. Any work performed within the public right-of-way in connection with a Street Patio shall comply with Chapter 12.09 of this Code, applicable right-of-way regulations, City construction standards, and all applicable infrastructure protection requirements.

D. Street Patios spaces shall include protective barriers or traffic-control devices approved by the City.

E. Portable generators are prohibited unless specifically approved in writing by the City.

F. Platforms and decking shall comply with all applicable codes, including City building and fire codes.

G. The permit holder shall continuously maintain the Permit Area in a clean, sanitary, safe, and lawful condition, including the prompt removal of refuse, litter, food waste, and debris and the abatement of nuisances arising from the operation of the Street Patio.

Sec. 12.035.11. Clearances and Accessibility Requirements.

A. Clearance from utility lines.

All Street Patios and associated improvements shall maintain minimum clearances between the facility or improvement and utility lines and infrastructure as required by applicable building, fire, electrical, and utility safety codes.

B. Minimum Clear Pedestrian Path.

Unless otherwise approved by the City Manager or their authorized designee based on site-specific conditions, all Street Patios shall maintain a minimum unobstructed pedestrian clear path on Sidewalks included in the permitted area as required by the City and in accordance with the Americans with Disabilities Act and Texas Accessibility Standards.

C. Existing Obstructions and Improvements.

1. Where an existing Sidewalk contains permanent obstructions that reduce available pedestrian space, the City Manager or their authorized designee may prohibit or modify a proposed Street Patio to preserve adequate pedestrian circulation and accessibility compliance.

2. Where the relocation of an existing municipal or public utility facility or improvement located within a Municipal Street is required for the installation of a permit holder's facility or improvement, the permit holder shall be responsible for all costs associated with the removal and relocation of such facility or improvement.

Sec. 12.035.12. Additional Standards for Street Patios.

A. Approval Required.

No Street Patio may extend into a parking space or Roadway area unless specifically approved by the City Manager or their authorized designee in consultation any affected departments or agencies.

B. Location Restrictions.

A Street Patio located within a parking space or Roadway area may not:

1. occupy more than three (3) contiguous parking spaces unless specifically authorized by the City Manager or their authorized designee;

2. be located within:

   a. a fire lane;

   b. a designated handicap accessible parking space;

   c. a loading zone;

   d. a transit stop or transit access area;

   e. an intersection sight-visibility triangle;

   f. an area that interferes with stormwater drainage; or

   g. an area determined by the City to create a traffic hazard;

3. obstruct access to utility infrastructure, manholes, valves, drainage inlets, or emergency facilities.

C. Traffic Separation and Protective Barriers.

1. All Street Patios and associated improvements shall comply with minimum traffic separation distances and visibility requirements established by the City Manager or their authorized designee.

2. All Street Patios shall include protective barriers, traffic-control devices, or other separation, protection, and traffic control devices as deemed necessary and approved by the City.

3. All barriers and traffic-control devices shall:

    a. remain visible at all times;

    b. be maintained in good condition;

    c. comply with applicable accessibility standards; and

    d. comply with the Texas Manual on Uniform Traffic Control Devices, if applicable.

D. Drainage and Surface Requirements.

1. A Street Patio shall not impede or alter drainage flow within the public right-of-way.

2. Platforms, decking, or floor systems shall:

    a. allow for proper stormwater drainage;

    b. avoid damage to pavement surfaces;

    c. comply with applicable building and fire codes; and

    d. be removable without damage to public infrastructure.

3. The permit holder shall be responsible for all damage to public improvements caused by the Street Patio installation or operation.

E. Accessibility.

1. The permit holder shall maintain pedestrian pathways and other accessible routes in accordance with the Americans with Disabilities Act and Texas Accessibility Standards.

2. Any platform installed within a parking lane area shall provide accessible transitions between the Sidewalk and the Street Patio area where required by applicable law.

F. No Guarantee of Parking Availability.

Issuance of a permit authorizing a Street Patio permit under this Chapter constitutes a temporary and revocable privilege only and does not create a vested right, property interest, or entitlement to the continued occupancy or use of any particular parking space or portion of the public right-of-way upon suspension, revocation, expiration, termination, or cessation of the permitted use.

G. Additional Insurance Requirements.

The City Manager or their authorized designee may require increased insurance coverage, additional insured endorsements, or higher surety bond amounts for Street Patios based on the nature and extent of the proposed use.

Sec. 12.035.13. Insurance, Indemnification, and License Agreement.

A. A permit holder shall maintain throughout the permit term the following insurance in amounts required by appliable law and as determined by the City:

1. commercial general liability insurance;

2. Alcohol/liquor liability insurance when alcohol is served;

3. Workers Compensation insurance; and

4. any surety bond or financial security required by the City Manager or their authorized designee.

B. Each insurance policy shall:

1. provide in substance that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents or employees;

2. name both Licensee and the City as insured parties to the full amount of the policy limits and to the fullest extent permitted by law;

3. include a waiver of subrogation in favor of the City; and

4. be kept in full force and effect throughout the term of the permit and/or License Agreement issued and/or entered into under this Chapter.

C. Failure to maintain the required insurance coverage in full force and effect throughout the permit term constitutes a material violation of the permit and associated license agreement. Upon any lapse or termination of required insurance coverage, the permit holder shall immediately cease all operations authorized by the permit until the required coverage is restored. The City may suspend or terminate the permit and associated license agreement as provided in this Chapter. Any suspension, expiration, revocation, or termination of the permit or associated license agreement shall not relieve the permit holder of any obligations relating to the maintenance, repair, removal, or restoration of improvements within the public right-of-way, or any indemnification, defense, or other obligations that by their nature are intended to survive. Such obligations shall remain in effect until all improvements have been removed from the public right-of-way and the right-of-way has been restored to a condition acceptable to the City.

D. Contemporaneously with the issuance of a Street Patio permit, the permit holder shall execute a license agreement in a form approved by the City Attorney. The license agreement shall require the permit holder to, at a minimum:

1. maintain the Permit Area in a clean, safe, and lawful condition;

2. defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against any claims, damages, costs, liabilities, or expenses arising from or related to the Street Patio or activities conducted pursuant to the permit;

3. maintain continuous general liability insurance coverage, and any additional insurance required by the City as set forth in this Chapter, throughout the term of the permit and license agreement;

4. comply with all applicable federal, state, and local laws, ordinances, regulations, and accessibility requirements, including the Americans with Disabilities Act;

5. remove all Street Patio improvements, furnishings, barriers, and appurtenances upon expiration, suspension, revocation, termination, or request of the City;

6. restore the Permit Area and any affected public improvements to the condition existing prior to installation of the Street Patio, reasonable wear excepted; and

7. acknowledge and agree that the City retains the right, in its sole discretion, to require the temporary or permanent closure, relocation, modification, suspension, or removal of the Street Patio when reasonably necessary for municipal operations, utilities, drainage, construction, maintenance activities, emergency response, public safety, or any other public purpose.

Sec. 12.035.14. Permit Term and Renewal.

A. A permit issued under this chapter shall be valid for one (1) year unless sooner suspended, revoked, or terminated.

B. A permit may be renewed upon:

1. submission of a renewal application;

2. payment of applicable fees;

3. proof of continuing insurance coverage;

4. execution of a license agreement for the new term; and

5. continued compliance with this chapter.

C. A permit is personal to the permit holder and may not be assigned or transferred.

Sec. 12.035.15. Temporary Closure or Removal.

A. The City may, at any time and in its sole discretion, require the temporary closure, relocation, modification, suspension, or complete removal of any Street Patio whenever the City determines such action is necessary for public health, safety, welfare, municipal operations,

traffic management, utility access, drainage, construction, maintenance activities, emergency response, or any other public purpose.

B. The permit holder shall remove furnishings, barriers, platforms, or appurtenances within the time specified by the City.

C. If the permit holder fails to timely comply with a removal request and fails to remove improvements, the City may remove, relocate, or disable, without liability, any part of a facility for which a permit has been issued and assess all associated costs against the permit holder.

Sec. 12.035.16. Suspension and Revocation.

A. The City Manager or their authorized designee may suspend or revoke a permit for any violation of this Chapter or any other applicable law, code, or regulation, including, but not limited to, failure to pay required fees, failure to maintain required insurance coverage, or cessation of business operations.

B. The City, at its discretion, may terminate any permit issued under this Chapter without notice to the permit holder.

C. Upon revocation or expiration of a permit, the permit holder shall promptly remove all furniture, barriers, and improvements from the public right-of-way.

D. If the permit holder fails to remove improvements, the City may remove, relocate, or disable, without liability, any part of a facility for which a permit has been issued and assess all associated costs against the permit holder.

Sec. 12.035.17. Rearrangement of Furnishings.

A permit holder may rearrange approved tables, chairs, and movable furnishings within the Permit Area without prior approval provided that the rearrangement, remains within the approved Permit Area; maintains all required pedestrian clearances and accessible routes required by this Chapter; does not create a hazardous condition; and otherwise complies with this Chapter.

Sec. 12.035.18. Fees.

Permit, inspection, renewal, and other fees required by this section shall be established from time to time by the City Manager or their authorized designee and reviewed annually by the City Council. All required fees shall be paid prior to issuance of a permit.

Sec. 12.035.19. Relationship to Chapter 12.09.

A. A Street Patio permit issued pursuant to this Chapter constitutes a revocable license for use of the public right-of-way.

B. Except as otherwise expressly provided herein, Street Patios shall remain subject to applicable provisions of Chapter 12.09 of this Code relating to revocable licenses and encroachments within public rights-of-way and easements.

C. In the event of a conflict between this chapter and Chapter 12.09, the more specific provisions of this Chapter shall control.

Sec. 12.035.20. Administrative Authority.

The City Manager or the City Manager's designee is authorized to promulgate administrative regulations, application forms, design standards, operational requirements, and directives consistent with this Chapter as deemed necessary to implement and administer this Chapter. Such administrative regulations and directives shall not conflict with, supersede, or waive any provision of this Code or any other ordinance, law, or regulation adopted by the City Council.

Sec. 12.035.21. Enforcement and Penalty.

A. Notwithstanding any other provision of this Chapter, the City, utility company, or other person authorized by the City may remove, relocate, or disable, without liability, any part of a facility for which a permit has been issued whenever necessary for municipal operations, emergency response, utility access, street maintenance, or protection of public health, safety, or welfare.

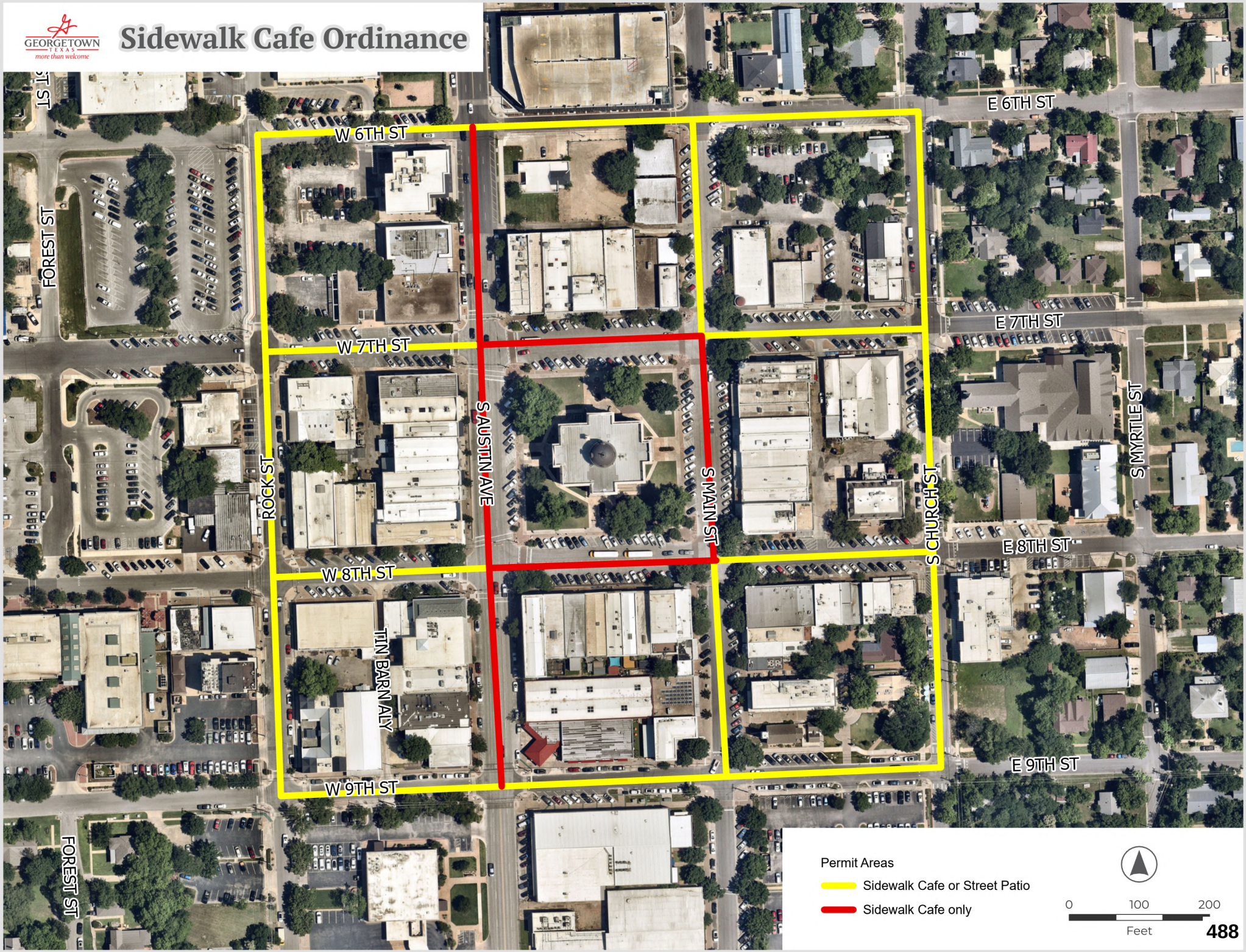
B. Any person who violates any of the provisions of this Chapter shall be guilty of an offense and upon conviction thereof shall be punished as provided by Section 1.08.010 of this Code.

C. Each and every day that any such violation continues shall constitute a separate offense and shall be punishable as such.

Sec. 12.035.22. Sunset Provision.

This Chapter will expire at 12:01 a.m. on October 31, 2028, unless this Section is repealed by the City Council.

Sidewalk Cafe Ordinance



City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
First Reading - 2026-1-DA - Sun City 14th Amendment

SUGGESTED ACTION:
First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 55% maximum building coverage and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 (2026-1-DA) -- Ryan Clark, AICP, Assistant Planning Director

ITEM SUMMARY:
The City of Georgetown approved the Sun City Texas Development Agreement on February 14, 1995. Thirteen subsequent amendments have been approved by the City of Georgetown since that time. The original agreement and the subsequent amendments are collectively known as the Development Agreement. The proposed amendment will amend the allowed maximum building coverage and minimum lot sizes set for cluster lots previously adopted with the Eighth Amendment of the DA adopted in 2006. The amendment will align the standards for cluster lots in Neighborhood 61 with the current zoning of the property that was approved by City Council in 2021 under Ordinance 2021-41.

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

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-1-DA 14th Amendment to Sun City Development Agreement Staff Presentation.pdf
2026-1-DA Ordinance.pdf
Attachment 1 - Proposed 14th Amendment to Sun City Development Agreement.pdf
Attachment 2 - 8th Amendment to Sun City Development Agreement.pdf
Attachment 3 - Sun City Neighborhood 61 PUD, Ordinance 2021-41.pdf

2026-1-DA Sun City Development Agreement - 14th Amendment 2026-1-DA

November 10, 2026 | City Council

Item Under Consideration

2026-1-DA

- First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 55% maximum building coverage and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 -- Ryan Clark, AICP, Assistant Planning Director

Case History - DA

- Original Sun City DA approved in 1995
- 13 amendments since original DA, most recently the 13th Amendment approved in 2023 (13th amendment only modified the size of a monument sign)
- The 8th amendment, approved in 2006, provided the standards for development (called Exhibit G in the amendment doc)
- This proposed 14th amendment makes two modifications to Exhibit G from the 8th amendment in 2006

Case History - DA

- Proposed 14th Amendment seeks to amend two standards from the table in the 8th amendment (see right)
- Building Coverage for Cluster Lots proposed to change from 50% to 55%
- Amend lot size for Cluster Lots from 5,000 square feet to 4,000
- Both only apply to the 25 acre tract known as NH 61

Applicable Regulations		City	Del Webb
Subdivision Regulations	34010-C Block Length along arterial	1300' min.	600' min. to be considered on plat submittal
Subdivision Regulations	34020-B Lot Dimensions	Depth/width ratio between 2.5 and 1.5	No lot depth/width ratio
Subdivision Regulations	34020-C Lot Orientation	Lots facing each other increase width for lots when side abuts rear yard	No restriction on orientation
Subdivision Regulations	34020-C Double Frontage Lots	Not permitted adjacent to collector	Permit adjacent to collector streets (no access to collectors from such lots)
UDC	6.04.010 C Double Frontage Lots	May not have frontage on two non-intersecting local or collector streets, unless access is taken from the street of the lower classification	
Subdivision Regulations	Table 34020 Lot Sizes	6,000 sq. ft. min.	4,620 sq. ft. for zero lotline lots, no more that 300 lots to be developed (12.0% of remaining lots), 5,000 sq. ft. for cluster lots, no more than 525 lots to be developed (21.0% of remaining lots).
UDC	Table 6.02.030 Housing Type Dimensional Standards	5,500 sq. ft. minimum	
Subdivision Regulations	34020-F Impervious cover	40% max. for each lot	75% for cluster lots; 75% for zero lotline lots*; 65% for single family lots. (40% max. impervious cover in overall development)
UDC	11.02.010 Impervious Cover Limitations	50% maximum up to 65% if impervious coverage waivers are met. This is calculated on a Gross Site Area	
Subdivision Regulations	34020-E Building Coverage (maximum)	30%	50% for cluster lots; 70% for zero lotline lots*; 40% for single family lots. (30% max. building coverage in overall development)

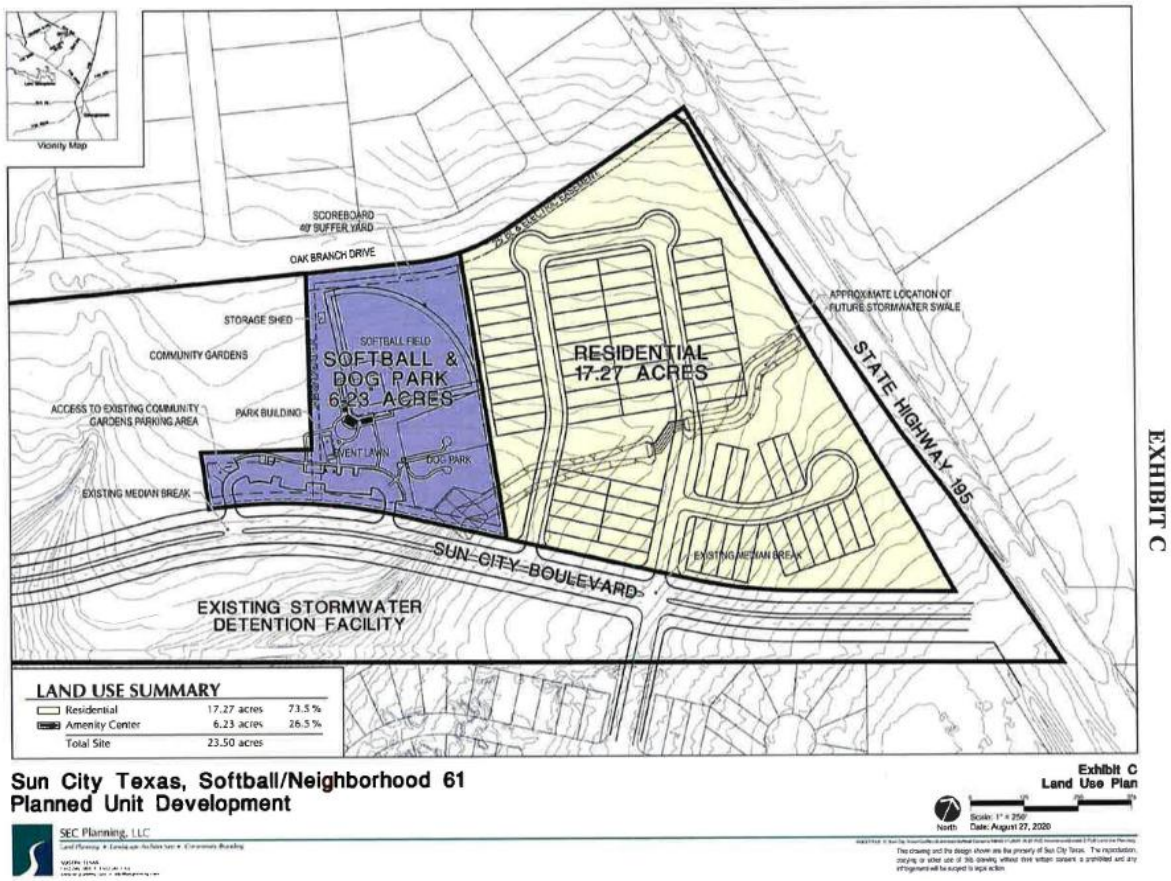
Sun City proposed Lot Development

	Sub Regs	UDC	Sun City Cluster**	Sun City Zero Lotline**	Sun City Standard
Front	25'	20'	10'	10'	20'
Rear	20'	10'	5'	5'	20'
Corner Side	25'	10'	10'	0'/10' ***	20'****
Side	5/10'	6'	5'	0'/10'	5'
Interior Side	5/10'	6'	5'	0'/10'	5'

City of Georgetown - Revised by City Council March 28, 2006 Page 8 of 9

Case History - PUD

- Neighborhood 61 was rezoned to a PUD allowing for up to 75 attached single-family homes / cluster lots in 2021
- Staff noticed during review of the Preliminary Plat that the lot sizes did not align with the approved standards from the 8th amendment
- Proposed amendment does not allow for additional lots, alter Impervious cover, alter density, setbacks, buffer requirements, etc.



First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF GEORGETOWN, TEXAS APPROVING THE FOURTEENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEL E. WEBB DEVELOPMENT CO., L.P., CONCERNING THE DEVELOPMENT OF SUN CITY, TEXAS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF GEORGETOWN, TEXAS APPROVING THE FOURTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEL E. WEBB DEVELOPMENT CO., L.P., CONCERNING THE DEVELOPMENT OF SUN CITY, TEXAS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Del Webb Texas Limited Partnership, as successor in interest to Del E. Webb Development Co., L.P., and the City are parties to that certain Development Agreement Concerning Proposed Subdivision and Construction of Master Planned Community by Del E. Webb Development Co., LLP dated February 14, 1995, and amended by the First Amendment to Development Agreement dated December 12, 1995, Second Amendment to Development Agreement dated September 23, 1997, Third Amendment to Development Agreement dated November 10, 1998, Fourth Amendment to Development Agreement dated September 28, 1999, Fifth Amendment to Development Agreement dated May 24, 2000, Sixth Amendment to Development Agreement dated February 27, 2001, Seventh Amendment to Development Agreement dated June 1, 2003, Eighth Amendment to Development Agreement dated May 30, 2006 ("Eighth Amendment"), Ninth Amendment to Development Agreement dated May 27, 2009, Tenth Amendment to Development Agreement dated July 29, 2009, Eleventh Amendment to Development Agreement dated October 27, 2014, Twelfth Amendment to the Development Agreement dated June 22, 2021, Thirteenth Amendment to Development Agreement dated December 12, 2023 (collectively, the "Development Agreement") relating to the development of approximately 4,065.2 acres of land situated in the City in a subdivision known as "Sun City Georgetown," which the same land referred to as the "Del Webb Sun City Land" in the Eighth Amendment and described by metes and bounds therein (the "Property"); and

WHEREAS, Del Webb has requested to allow for maximum building coverage of 55% and minimum lot sizes of 4,000 square feet, for the property generally located at Sun City Boulevard and State Highway 195; and

WHEREAS, the City and Del Webb wish to enter into this Fourteenth Amendment to the Developer Agreement to allow for 55 % maximum lot coverage and minimum lot sizes of 4,000 square feet at the property generally located at Sun City Boulevard and State Highway 195.

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 in all things

conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551 in effect at the time of its adoption.

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 complies with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

SECTION 3. The "Fourteenth Amendment to Development Agreement" concerning the Sun City subdivision, in substantially the form attached hereto as **Attachment 1,** is hereby approved by the City Council and incorporated into this Ordinance for all purposes by this reference**.**

SECTION 4. If any provision of this Ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. The Mayor is hereby authorized to execute this Ordinance and the "Fourteenth Amendment to Development Agreement" in substantially the form attached here to as **Attachment 1,** and the City Secretary to attest. The "Fourteenth Amendment to Development Agreement" and this Ordinance shall become effective in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on first reading on the _____ day of _____, 2026.

PASSED AND APPROVED on second reading on the ____ day of _____, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

_____
By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

STATE OF TEXAS	§	**FOURTEENTH AMENDMENT TO**
	§	**DEVELOPMENT AGREEMENT**
COUNTY OF WILLIAMSON	§	**WITH DEL E. WEBB DEVELOPMENT**
	§	**CO., L.P., CONCERNING THE**
CITY OF GEORGETOWN	§	**DEVELOPMENT OF SUN CITY TEXAS**

This Fourteenth Amendment to the Development Agreement (the "Fourteenth Amendment") is entered into as of the Effective Date specified below, by and between the City of Georgetown, a Texas Home Rule Municipal Corporation ("City") and Del Webb Texas Limited Partnership, an Arizona limited partnership ("Del Webb").

WHEREAS, Del Webb Texas Limited Partnership, as successor in interest to Del E. Webb Development Co., L.P., and the City are parties to that certain Development Agreement Concerning Proposed Subdivision and Construction of Master Planned Community by Del E. Webb Development Co., LLP dated February 14, 1995, and amended by the First Amendment to Development Agreement dated December 12, 1995, Second Amendment to Development Agreement dated September 23, 1997, Third Amendment to Development Agreement dated November 10, 1998, Fourth Amendment to Development Agreement dated September 28, 1999, Fifth Amendment to Development Agreement dated May 24, 2000, Sixth Amendment to Development Agreement dated February 27, 2001, Seventh Amendment to Development Agreement dated June 1, 2003, Eighth Amendment to Development Agreement (the "Eighth Amendment") dated May 30, 2006, Ninth Amendment to Development Agreement (the "Ninth Amendment") dated May 3, 2009, Tenth Amendment to Development Agreement (the "Tenth Amendment") dated July 29, 2009, Eleventh Amendment to Development Agreement (the "Eleventh Amendment") dated October 27, 2014, Twelfth Amendment to Development Agreement (the "Twelfth Amendment") dated June 22, 2021, and the Thirteenth Amendment to Development Agreement (the "Thirteenth Amendment") dated December 12, 2023 (collectively, the "Development Agreement").

WHEREAS, Exhibit G to the Eighth Amendment ("Exhibit G") sets forth the Sun City Planned Unit Development Varied Standards for Subdivision Regulations and Unified Development Code.

WHEREAS, Del Webb wishes to develop the approximately 25 acre tract described by metes and bounds in Exhibit A attached hereto (the "25 Acre Tract") with slight variations to the requirements for Cluster Lots set forth in Exhibit G.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth therein, the City and Del Webb hereby agree as follows:

1. **Amended Exhibit G.** Exhibit G of the Eighth Amendment to Development Agreement (the "Eighth Amendment") dated May 30, 2006 is hereby amended as follows, but only with respect to the development of the 25 Acre Tract:

   a. The Cluster Lots minimum lot area is hereby reduced from 5,000 sq. ft. to 4,000 sq. ft.

b. The Cluster Lots maximum building coverage is hereby increased from 50% to 55%

2. The amended Exhibit G is attached hereto as "Exhibit B" and titled Exhibit B, formerly known as Exhibit G.

3. **Miscellaneous.** Except as expressly modified by this Fourteenth Amendment, the Development Agreement remains unchanged and in full force and effect. All capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to them in the Development Agreement. This Fourteenth Amendment may be executed in multiple counterparts, each of which shall be deemed an original. The foregoing recitals to this Fourteenth Amendment are hereby found to be true and correct and are incorporated herein for all purposes.

This Fourteenth Amendment and its execution by the Mayor, Mayor Pro Tem or the City Manager was approved and authorized by the City Council of Georgetown on _____, 2026 (the "Council Approval Date"), to be effective when signed by the representatives of the parties below. This Fourteenth Amendment was SIGNED this _____ day of _____ 2026 ("Effective Date").

The City of Georgetown:

By: _____

Name: _____

Title: _____

Del Webb Texas Limited Partnership:
By: Del Webb Southwest Co.
Its: General Partner

By: _____

Name: _____

Title: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
_____, City Attorney

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____ 2026, by _____, a person known to me, in his/her capacity as _____ of the City of Georgetown, a Texas Home Rule Municipal Corporation, on behalf of the City of Georgetown.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____ 2026, by _____, as Vice President of Del Webb Southwest Co., the general partner of Del Webb Texas Limited Partnership, on behalf of said limited partnership.

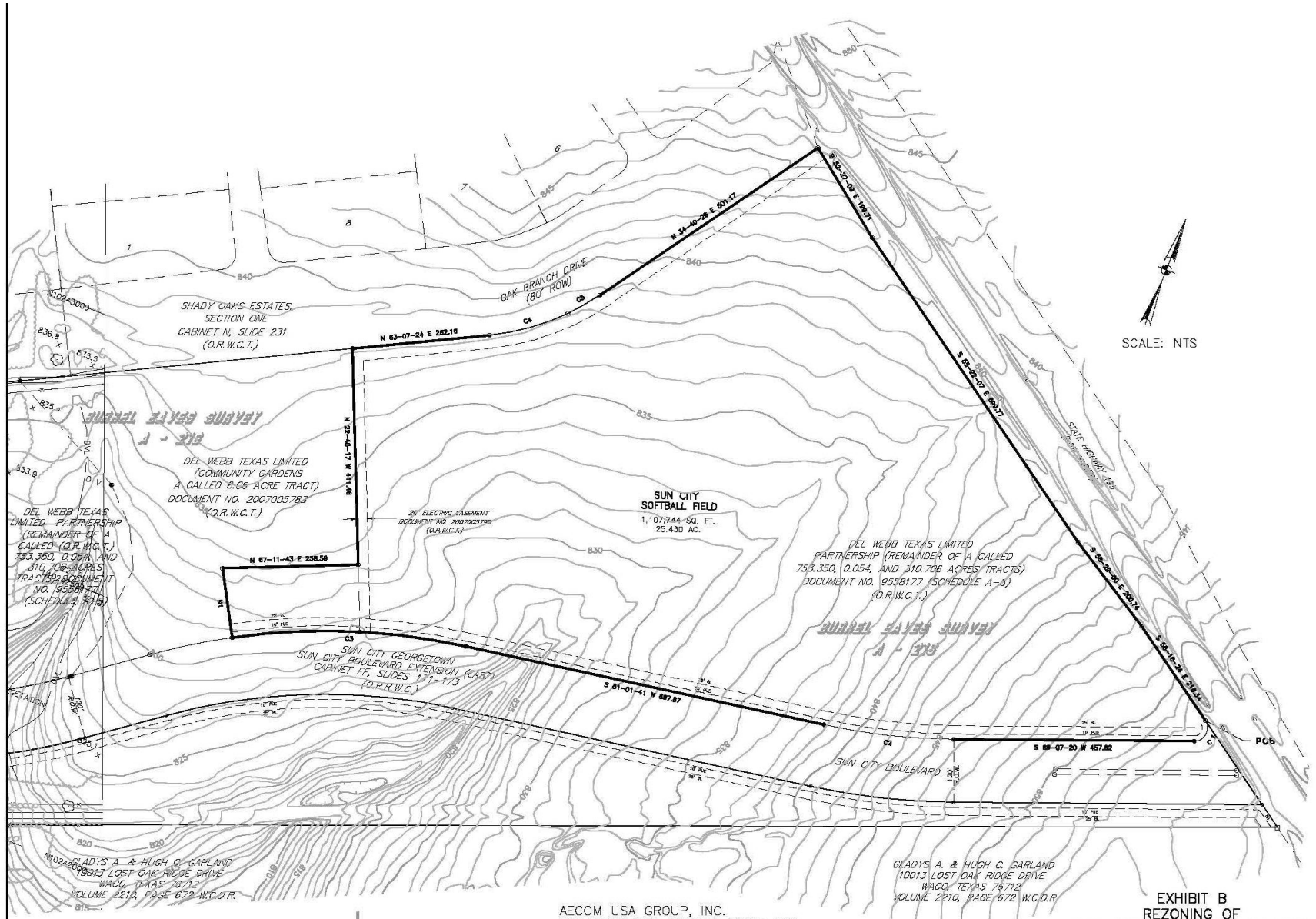
_____
Notary Public in and for the State of Texas

LIST OF EXHIBITS

Exhibit “A” The 25 Acre Tract Survey
Exhibit “B” Exhibit B, Formerly known as Exhibit G

EXHIBIT A

The 25 Acre Tract



AECOM

AECOM USA GROUP, INC.
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBPE REG. NO. F-3082

EXHIBIT B
REZONING OF
SUN CITY TEXAS NEIGHBORHOOD
SIXTY-ONE PUD
PAGE 2 OF 2

EXHIBIT B

Exhibit B, Formerly known as Exhibit G

1. The standards and criteria set forth in this Exhibit G, including the additional standards in Exhibit G-1 and the roadway and utility specification in Exhibits G-2, G-3, G-4, G-5 and G-8, will be applicable to the development of the Project.

2. All streets within the Project are classified as "minor". Typical cross-sections and utility assignments for a minor arterial, a neighborhood collector, a residential collector and a local street are attached as Exhibits G-2, G-3, G-4 and G-5, respectively. Standard utility assignments for local streets are shown in the attached Exhibit G-8.

3. Del Webb is authorized to create non-standard private lots within the median of a public street to place manned entry houses or similar entry features near the entries to the Project on F.M. 2338 and on Highway 195. These entry features will eventually be located on non-standard private lots surrounded by public right-of-way and will meet the requirements of Section 24032-D of the Subdivision Regulations. The private lots need not satisfy subdivision criteria for lot size and setbacks. The street designated as Texas Drive on the preliminary plat for Phase 1 of the Project will be allowed an alternative roadway section design that will be considered during the construction plan review, and will be considered during the construction plan review, and will be subject to the approval of the Director of Community Owned Utilities.

4. The Project will include an extensive network of walking trails, bike trails and/or sidewalks.

5. The City approves the use of 6-inch diameter fire leads in dead-end conditions of less than 600 feet in length (such as cul-de-sacs). A maximum of one fire hydrant may be located on a 6-inch diameter dead-end line.

6. Water lines in dead-end conditions may be smaller than 6 inches in diameter when not required for fire protection, and in no case shall they be less than 4 inches in diameter, unless approved by the City. Fire hydrants shall not be installed on lines that are smaller than 6 inches in diameter.

7. Del Webb is authorized to create non-standard lots within the Project for open space, golf course, buffer zones, karst features, and preserve areas. Del Webb will restrict these non-standard lots from any building construction. Del Webb or its successors or assigns is responsible for maintaining these non-standard lots. 1hese non-standard lots may be final platted prior to the final platting of the adjoining streets shown on a preliminary plat.

8. The City approves block lengths that exceed the criteria for block lengths when the block includes creeks, natural drainageways, buffer zones, open spaces, and golf courses.

9. The City approves Del Webb's plans to preserve existing trees and vegetation within medians and public right-of-ways, and to supplement existing plant life with the planting of additional trees and vegetation in medians and public right-of-ways. Del Webb or its successors or assigns is responsible for landscape maintenance in medians and public right-of-ways within the Project.

10. Detailed landscape and irrigation plans for certain non-residential areas shall be required prior to detailed development plan approval and are not required prior to preliminary plat approval.

11. Detailed development plans are not required for single-family residences within the Project.

12. The City may review and approve Del Webb's detailed development plans and building permits for construction yards and construction staging areas, which are considered specially permitted uses within the R-P District of the Project, provided that Del Webb shall maintain ownership of these areas until access to these areas is provided through dedicated public right-of-way and all applicable Development Regulations have been satisfied. In lieu of meeting the landscape requirements of the Development Regulations for temporary construction yards and construction staging areas, Del Webb shall provide adequate buffering, taking into account existing vegetation and distance to residential areas from adjacent land uses, as approved by the Director of Development Services. Del Webb shall secure detailed development plans and building permits as necessary for development of the construction yards and construction staging areas. Del Webb agrees that any construction yards and construction staging areas within the Project shall not remain more than two years beyond the term of this Agreement.

13. The City approves the use of flag lots within the Project. Flag lots may utilize a 10-foot wide access or a shared 20-foot wide accessway between two lots.

14. Swimming pools constructed on residential lots shall be allowed within the required rear yard setback areas so long as they are located at least three (3) feet from the property line; no privacy fence shall be required, provided that fencing (which may be wrought iron or similar type fencing) shall be required to satisfy other city requirements regarding safety. (Added by First Amendment to Development Agreement, 1-14-96, Doc. No. 9606700).

Applicable Regulations		City	Del Webb
Subdivision Regulations	24060 Preliminary Plat Approval	Expires in 12 months	No expiration dates so long as Development Agreement in effect
UDC	3.08.050-J Preliminary Plat Approval	Expires in 18 months unless phased and each additional phase is12 months	
Subdivision Regulations	33030 (Table 33030-A) Design Standards for Streets	Median not addressed for minor arterials	Allow median
UDC	12.03.020	Median not addressed for major collectors or lower streets	
Subdivision Regulations	33030-1 Arterial Street Center Line Curve Radius	2000' min.	1200' min. with 45 m.p.h. design speed* * Sharper curve radii are approved for the F.M. 2338 entry feature area
UDC	12.03.020-82 Arterial Streets	Curves in arterial streets shall be designed in accordance with the design speed standards in AASHTO Manual	
Subdivision Regulations	33030-J Collector Street Center Line Curve Radius	600' min.	300' min with appropriate speed limit designation
UDC	12.03.020-B3 Collector Street Curves	Curves in collector streets shall be designed in accordance with the design speed standards in AASHTO Manual	
Subdivision Regulations	33030-K Local Street Curves	250' min. radius, except for loop or partial loop streets	For loop, partial loop cul-de-sac streets, minimum radius to accommodate 30 m.p.h. design speed
UDC	12.03.020-B4 Local Street Curves	Curves in local streets shall be designed in accordance with the design speed standards in AASHTO Manual	

Applicable Regulations		City	Del Webb
Subdivision Regulations	**33030-N** Dead-End Streets Cul-de-sac Length	500' maximum length	Request for 800' to be reviewed for adequate fire flows and lot size
UDC	12.03.050-C5 Dead-End Streets	Prohibited except to permit extension of the street. Temporary turn-arounds shall be required where stub exceed one lot or 100 feet in length and signs shall be provided.	
UDC	**12.03.020-B7** Cul-de-sac Length	No more than 200 ADT for any street longer than 200 feet Turn-arounds shall have a minimum paved radius of 50 feet for single-family and two-family and use 60' for other uses	
UDC	12.03.030 Local Street Connectivity Requirements	Requires interconnected street system to provide for adequate access for emergency and service vehicles; enhance walkability by ensuring connected transportation routes	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.040 Collector Street Connectivity Requirements	All collector-designated streets shall connect on both ends to an existing or planned collector or hiaher-level street.	Collector streets may terminate into local streets. Capacity requirements for collectors are met.

Applicable Regulations		City	Del Webb
UDC	Table 12.03.030 Street Connectivity Computation	Requires a connectivity ratio of 1.20	Waived in its entirety.
UDC	12.03.050-83 Required Subdivision Access Points	Subdivisions of 300 lots or greater shall be required to provide four or more access points to the existing or proposed public roadway system	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.050-C Relation to Adjoining Street Systems	Provide connectivity to other neighborhoods existing streets in adjacent or adjoining areas shall be continued in the new development in alignment therewith	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5, Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.020 Landscape Easement Table and Diagram	A 5' landscape easement will be required along all Rights of Way (ROW)	Will provide open space lots preserving trees.
UDC	8.03 Street Trees	Street trees will be located in the landscape easement planted at one tree for every 50 feet	Will provide open space lots preserving trees.

Applicable Regulations		City	Del Webb
Subdivision Regulations	34020 E Easements	10' P.U.E. for all lots adjacent to public Rights of Way (ROW).	10' P.U.E. not required on minor arterial and neighborhood collector due to extra R.O.W. provided. Additional easements for electric service will be provided.
UDC	13.04.060 Easements	10' PUE required along all Rights of Way (ROW)	
UDC	13.02 Open Space	Parkland is required at a ratio of one acre for every 50 lots, fees are currently 250 per unit	Pay 1/2 of the required fees at the time of platting and get credit for open space, trails, and golf course for the other half of required parkland
Subdivision Regulations	33030-N Average Daily Trips on Cul-de-sac	200 Average Daily Trips (ADT)	No maximum
UDC	12.03.020B7b Permitted Cul-de-sacs	200 Average Daily Trips (ADT)	
Subdivision Regulations	33030-U (Table 33030-C) Street Lighting Standards	320 foot spacing	Along arterials and neighborhood collectors, placed at 320' intervals. In addition, street lights at intersections and at end of cul-de-sacs *over* 500' in length. Additional requested street lighting may be installed in the future at no expense to the City.
UDC	13.07.020 Street Lighting Standards	Required at all intersections and at 300 foot intervals	
Subdivision Regulations	33030-X Pedestrian Circulation/Sidewalks	Both sides of Arterials; one-side of collectors	Sidewalks on both sides or 8' wide sidewalks on one side for arterials and neighborhood collectors. No sidewalks required for residential collectors or local streets. A Sidewalk along F.M. 2338 may be deferred until F.M. 2338 is widened at entry area or for ten (10) years from the date of approval of this Agreement by the City, whichever first occurs.
UDC	12.02.020 Sidewalk General Requirements	Both sides of all streets, as needed to provide access to commercial, employment areas, parks, greenways or streets	
Subdivision Regulations	33043 Spacing Between Driveways for Residential	125' min on collectors	No limit on residential collectors
	12.03.010-D5 Spacing Between Driveways for Residential	125' min on residential collectors	

Applicable Regulations		City	Del Webb
Subdivision Regulations	33043 Spacing Between Driveways for Non-residential	300' min on minor arterials	120' on minor arterials at golf course clubhouses
UDC	12.03.020 Spacing Between Driveways on Non-residential	Driveway separation based on posted speed of roadway	
Subdivision Regulations	33044 Spacing Between Driveways and Intersections for Residential Streets	60' min. on local streets	50' min. on local streets on same side as corner
UDC	12.03.010-C Spacing Between Driveways and Intersections *for* Local Streets	Separation from the corner no less than 50 feet	
Subdivision Regulations	33044 Spacing Between Driveways and Intersections	75' min. on collectors	50' min. on residential collectors on same side as corner
UDC	12.03.010-D Spacing Between Driveways and Intersections for Collector Streets	Separation from the corner no less than 125 feet	
Subdivision Regulations	33051-A General Design Standards/Off-Street Parking	Off-street parking spaces located behind front building	At Phase 1 clubhouses and sales pavilion, the City staff will work with Der Webb to achieve an optimum balance between the 25' front building line setback requirement and the preservation of tree and karst features.
UDC	6.03.040 Non Residential Lot Dimensions	Off-street parking spaces for non-residential uses are not allowed in the front setback only the side and rear of contiguous uses	
Subdivision Regulations	33056 Basic Off-Street Loading Regulations	1 space/buildings 5,000-19,000sq. ft.	1 space minimum/buildings over 5,000 sq.ft. with full food and beverage service.
UDC	9.05-C Off-Street Loading	As needed and will be the minimum size of 12 feet by 54 feet	
Subdivision Regulations	33057 (Table 33057) Parking Facilities Design	For parking pattern of 54°-74°, 22' two-way lane width; 9' (8.5') parking space width; 21' (16.5') parking space length For parking patterns of 54°-90°, landscaped islands not addressed	For parking patter on 54°-74°, 24' two-way lane width; average 9.5' parking space width; 20' parking space length For parking patterns of 54°-90°, parking spaces adjacent to landscaped islands may be 18' long
UDC	9.03.020 Parking Space and Parking Lot Design	All spaces shall be 9 feet by 18 feet and drive aisles must be 26 feet one way drive aisle widths vary on degree of parking	

Applicable Regulations		City	Del Webb
Subdivision Regulations	34010-C Block Length along arterial	1300' min.	600' min. to be considered on plat submittal
Subdivision Regulations	34020-B Lot Dimensions	Depth/width ratio between 2.5 and 1.5	No lot depth/width ratio
Subdivision Regulations	34020-C Lot Orientation	Lots facing each other increase width for lots when side abuts rear yard	No restriction on orientation
Subdivision Regulations	34020-C Double Frontage Lots	Not permitted adjacent to collector	Permit adjacent to collector streets (no access to collectors from such lots)
UDC	6.04.010-C Double Frontage Lots	May not have frontage on two non-intersecting local or collector streets, unless access is taken from the street of the lower classification	
Subdivision Regulations	Table 34020 Lot Sizes	6,000 sq. ft. min.	4,620 sq. ft. for zero lotline lots, no more that 300 lots to be developed (12.0% of remaining lots), 4,000 sq. ft. for cluster lots, no more than 525 lots to be developed (21.0% of remaining lots).
UDC	Table 6.02.030 Housing Type Dimensional Standards	5,500 sq. ft. minimum	
Subdivision Regulations	34020-E Impervious cover	40% max. for each lot	75% for cluster lots; 75% for zero lotline lots*; 65% for single family lots. (40% max. impervious cover in overall development)
UDC	11.02.010 Impervious Cover Limitations	50% maximum up to 65% if impervious coverage waivers are met. This is calculated on a Gross Site Area	
Subdivision Regulations	34020-E Building Coverage (maximum)	30%	55% for cluster lots; 70% for zero lotline tots*; 40% for single family lots. (30% max. building coverage in overall development)

Sun City proposed Lot Development

	Sub Regs	UDC	Sun City Cluster**	Sun City Zero Lotline**	Sun City Standard
Front	25'	20'	10'	10'	20'
Rear	20'	10'	5'	5'	20'
Corner Side	25'	10'	10'	0'/10' ***	20' ****
Side	5/10'	6'	5'	0'/10'	5'
Interior Side	5/10'	6'	5'	0'/10'	5'

*Cluster homes (lots) are detached or attached, single-family product aimed at a market segment seeking a smaller lot with less yard maintenance, but not necessarily at the sacrifice of a larger home. The setbacks for the Cluster Lots have been established to create a pedestrian scaled street scene and more clustered relationship between adjoining homes. Surrounding open space will offset the 'increased impervious and building coverage for individual lots. *(Revised by Eighth Amendment to Development Agreement, ----□Doc. No. _____.)*

*Zero Lotline homes (lots) are detached, single-family product aimed at a market segment seeking a smaller lot not at the sacrifice *of* a larger home. The homes will be oriented towards the side yard area, create unique outdoor living areas. Surrounding open space will offset the increased impervious and building coverage for individual Jots. *(Added by Eighth Amendment to Development Agreement, ----□Doc. No. _____.)*

****Neighborhoods 1 through 10 and Neighborhood 12A.** For all residential properties within Neighborhoods 1 through 10 and Neighborhood 12A of Sun City Georgetown, as reflected in the final plats of such neighborhoods recorded in the Official Records of Williamson County, setback distances are to be measured to the outside face of the studs of the framed walls and any structural component, i.e. planter boxes that are constructed from the foundation up or along the face of the exterior wall surface into required front yards.

****All Neighborhoods Finally Platted Subsequent to Neighborhood 12A.** For residential properties within all other neighborhoods to be platted other than neighborhoods 1 through 10 and Neighborhood 12A, setback distances are to be measured in accordance with the City of Georgetown development standards in effect as of July 7, 1997, i.e. measured to the exterior face of the completed, finished wall to include stucco, brick, rock, man-made rock, wood siding and any structural component that is to be constructed from the foundation up or along the exterior wall surface. The roof overhang shall not extend more than twelve inches (12") into a required yard and ornamental features, i.e. planter boxes may be allowed up to twelve inches (12") into a required front yard as long as they are attached to the exterior wall and not an integral part of the wall starting with construction from the foundation. This measurement of setback distances should maintain consistency with the Zoning Ordinance of the City of Georgetown. *(Added by Second Amendment to*

Develop1nent Agreement, 9/23197, Doc. No. 9743888.) Air conditioning units are permitted within side lot setbacks.

***l0' on street side to provide P.U.E. standards set above. *(Added by Eighth Amendment to Development Agreement, _____, Doc. No. ___.)*

***Note: On back-to-back corner lots only, 15' setback is allowed on secondary front setbacks. Driveways on back-to-back corner lots must take access from the 20' front yard.

34 PGS

STATE OF TEXAS	§	**EIGHTH AMENDMENT TO**
	§	**DEVELOPMENT AGREEMENT**
COUNTY OF WILLIAMSON	§	**WITH DEL E. WEBB DEVELOPMENT**
	§	**CO., L.P., CONCERNING THE**
CITY OF GEORGETOWN	§	**DEVELOPMENT OF SUN CITY TEXAS**

This Eighth Amendment to Development Agreement (the "Eighth Amendment") is entered into as of the Effective Date specified below, by and between the City of Georgetown, a Texas Home Rule Municipal Corporation ("City") and Del Webb Texas Limited Partnership, an Arizona limited partnership ("Del Webb").

WHEREAS, Del Webb Texas Limited Partnership, as successor in interest to Del E. Webb Development Co., L.P., and the City are parties to that certain Development Agreement Concerning Proposed Subdivision and Construction of Master Planned Community by Del E. Webb Development Co., LLP dated February 14, 1995, and amended by the First Amendment to Development Agreement dated December 12, 1995, Second Amendment to Development Agreement dated September 23, 1997, Third Amendment to Development Agreement dated November 10, 1998, Fourth Amendment to Development Agreement dated September 28, 1999, Fifth Amendment to Development Agreement dated May 24, 2000, Sixth Amendment to Development Agreement dated February 27, 2001 and Seventh Amendment to Development Agreement (the "Seventh Amendment") dated June 1, 2003 (collectively, the "Development Agreement").

WHEREAS, under the Seventh Amendment, the City and Del Webb reduced the City's commitment of water and wastewater capacity for the Project in the Development Agreement to the capacity required for 5,000 age restricted units and addressed the remainder of the water and wastewater capacity for any greater number of residential units above 5,000 units in a separate Water and Wastewater Agreement;

WHEREAS, since the time of the Seventh Amendment, Del Webb has closed on a sale of 1,202.68 acres (the "Northern Lands" or the "Released Lands" described by metes and bounds on *Exhibit "C"*) to another owner, and both Del Webb and the new owner of the 1,202.68 acres desire to remove the 1,202.68 acres of land from the Seventh Amended Concept Plan as well as from the Development Agreement; and

WHEREAS, Del Webb has developed or is the owner of 4,065.2 acres of land that is described by metes and bounds on *Exhibit "A"* and shown by sketch on *Exhibit "A-1"* which land is referred to herein as **Del Webb Sun City Land**; and

WHEREAS, the City and Del Webb wish to enter this Eighth Amendment to remove 1,202.68 acres of land from the Concept Plan, the Development Agreement, and the Project; address the water and wastewater capacity necessary for an additional 2,500 age-restricted residential units; ; address the payment of SIP Fees by Del Webb for said additional 2,500 age-restricted residential units; set the "build-out" at 7,500 age-restricted residential units on the Del Webb Sun City Land; terminate the Water and

Wastewater Agreement; revise the PUD Standards applicable to the Del Webb Sun City Land; and to further amend the Development Agreement as set forth below;

WHEREAS, the City and Del Webb also desire to clarify that the term "Project" shall mean an age restricted (age 55 and older) master planned residential development consisting of 7,500 age-restricted residential units and associated recreational and support facilities situated on Del Webb Sun City Land that is in compliance and consistent with the Development Agreement, this Eighth Amendment, the Eighth Amended Concept Plan, the City's Century Plan, and any final plats for all or a portion of said 4,065.2 acres of land.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth therein, the City and Del Webb hereby agree as follows:

1. **Revised SIP Fee for 5,001st – 7,500th Unit**. For each residential unit building permit within the Del Webb Sun City Land, beginning with the 5,001st residential unit and continuing up to the 7,500th residential unit, Del Webb agrees to pay the following:

A. a water/wastewater SIP Fee equal to Five Thousand, Five Hundred and Five Dollars ($5,505), less a credit for Stranded Costs paid pursuant to the Seventh Amendment equal to Two Thousand Nine Hundred and Sixty Eight Dollars ($2,968), for a net water/wastewater SIP Fee equal to Two Thousand Five Hundred and Thirty Seven Dollars ($2,537);

B. *plus* a Fire SIP Fee equal to Six Hundred and Thirty Dollars ($630);

C. *plus* a parkland fee equal to one-half of the City's standard parkland fee in effect at the time Del Webb requests the building permit, with Del Webb's one-half share being currently equal to One Hundred and Twenty Five Dollars ($ 125),

Resulting in a total combined SIP Fee paid by Del Webb equal to Three Thousand, Two Hundred and Ninety Two Dollars ($ 3,292) per residential unit building permit, subject to future adjustments of the parkland fee component as specified in sub-paragraph C above. Del Webb's obligation to pay the SIP Fee specified in the Seventh Amendment through the 5,000th residential unit is not modified or amended by this Eighth Amendment.

2. **Acceleration of Del Webb's Obligation to Pay Stranded Costs**. Del Webb agrees to pay the remaining principal amount of the Stranded Costs Fees due under Paragraph 2 of the Seventh Amendment within forty-five (45) days after the date the Effective Date of this Agreement, which payment shall be calculated in accordance with Paragraph 3.C. of the Seventh Amendment. Upon Del Webb's payment of the remaining Stranded Costs Fees, the City shall return to Del Webb the Fiscal Assurance for Stranded Costs previously delivered by Del Webb to the City and Del Webb shall have no further obligation in relation to the Stranded Costs or any fiscal surety posted in connection therewith.

3. Potable Water, Non-Potable Water, and Wastewater Treatment Capacity; Traffic Impact Analysis Mitigation Plan. Paragraph 5 of the Seventh Amendment is hereby deleted and substituted in its entirety with the following:

Del Webb and the City have agreed that the estimated total needs for the 7,500 age restricted units on the Del Webb Sun City Land are as follows:

Potable Water: 3,845 Acre Feet per Year

Non Potable Water: 3,895 Acre Feet per Year

Wastewater: 1.88 Million Gallons per Day
(*based on 7,500 age restricted units at 140 gallons per day per connection and a 1.2 monthly flow peaking factor and a 30-day average*).

The City agrees to make the foregoing available to Del Webb for the Del Webb Sun City Land as and when the SIP Fees required to be paid under the Seventh Amendment and the Eighth Amendment are paid by by Del Webb, which obligation is conditioned only on the requirement that Del Webb be in compliance with the terms of the Development Agreement and this Eighth Amendment, including the obligation to pay SIP Fees as when required to be paid under the Seventh Amendment and the Eighth Amendment. In no event will Del Webb have any obligation to pay or reimburse the City for any offsite utilities or infrastructure in connection with such utility capacity or to pay any impact fees, except for Del Webb's obligation to pay the SIP Fees and Stranded Costs Fees specified in the Seventh and Eighth Amendment, and Del Webb's obligation to make or pay for its pro rata share of the improvements required in the Traffic Impact Analysis Mitigation Plan approved by the City in connection with this Eighth Amendment (the "8th Amendment TIA"). Del Webb will pay its pro rata share specified in the 8th Amendment TIA for each such improvement in the same City fiscal year that the construction of such improvement is funded in a City budget, provided that within thirty (30) days after the City's approval of the final plat for the last neighborhood of the Del Webb Sun City Land, Del Webb will pay its pro rata share of any remaining improvements not yet paid for. In no event will Del Webb's total obligation exceed the amount specified in the 8th Amendment TIA. In no event will the City have any obligation to provide additional utility capacity to Del Webb for the Del Webb Sun City Land.

4. Eighth Amended Concept Plan. On March 28, 2006, the City Council approved Del Webb's application for an **Eighth Amended Concept Plan**, attached hereto as *Exhibit "B"* for 4,065.2 acres of land. The Eighth Amended Concept Plan is hereby substituted as the Concept Plan under the Development Agreement in lieu of the Seventh Amended Concept Plan. The City agrees that the Development Regulations applicable to the development of an age-restricted community (age 55 and over) consisting of 7,500 residential units on the Del Webb Sun City Land remain identical to those in effect as of the date Del Webb submitted its application for the Sixth Amended Concept Plan, except as modified by Paragraphs 7 and 8 below.

5. **Release of Land from Development Agreement**. All land not included within the Eighth Amended Concept Plan, including the 1,202.68 acres described in *Exhibit "C"* attached hereto, is hereby released from the Development Agreement, the Concept Plan, and from the Project. In the event Del Webb reacquires title to such land, then Del Webb agrees that it shall have no rights under the Development Agreement, the Concept Plan, or any of amendments thereto, to develop such reacquired land, and that such rights, if any, shall be as provided in the City's Unified Development Code and all other applicable City ordinances, policies, regulations, and requirements all as in effect at the time of submittal of an application for development of any said reacquired (or other) lands.

6. **Termination of Water and Wastewater Agreement.** The Water and Wastewater Agreement by and between Del Webb and the City, dated June 1, 2003 is hereby terminated and of no further force or effect, provided that in the event the owner of the Northern Lands does not receive City approval of its pending application for the Northern Lands known as "Application No. CPA-2006-002 filed on February 17, 2006 for a Century Plan Amendment to change the proposed land use from Residential and Williams Drive Mixed Use to Office/Retail/Commercial, Residential and Mixed Use and Intensity Levels from 2 to Level 3 (1,828 acres), Level 4 (213 acres), and Level 5 (290 acres) for the Northern Lands" within sixty (60) days of this Agreement, then the City will allow Del Webb to assign to the owner of the Northern Lands the remaining rights and duties set forth in the Water and Wastewater Agreement after subtracting from the Water and Wastewater Agreement the marginal increase in potable water, non-potable water and wastewater commitments contained in this Eighth Amendment, as compared to the potable water, non-potable water and wastewater commitments contained in the Seventh Amendment. It is agreed that the remaining capacity that may be assigned to the owner of the Northern Lands is 220 acre feet of potable water, 148 acre feet of non-potable water, and 0 (zero) MGD for wastewater under Paragraph 1 of the Water and Wastewater Agreement, plus the "Additional Supply" established in Paragraph 2 of the Water and Wastewater Agreement, subject to the rates and other terms and conditions of the Water and Wastewater Agreement. Paragraph 4.B of the Seventh Amendment is hereby deleted and of no further force or effect.

7. **Amendment to PUD Standards**. *Exhibit "G"* to the Development Agreement is hereby amended to revise the standards applicable to Cluster (Garden) and Zero Lot Line homes. The new *Exhibit "G"* is attached hereto and replaces the prior *Exhibit "G"* in its entirety.

8. **Connectivity**. The connectivity requirements of both the Subdivision Regulations and the Unified Development Code applicable to development of the Del Webb Sun City Lands shall be varied/waived as shown on the attached *Exhibit "G."* Paragraph 9 of the Seventh Amendment is hereby deleted and of no further force or effect.

9. **Second Fire Station Site**. Del Webb agrees to donate to the City approximately two (2) acres of land for a second fire station within the Del Webb Sun City Lands in the approximate location shown on the 8th Amended Concept Plan and having driveway

access to a public street. Del Webb further agrees to construct an emergency access road connecting the fire station to the Northern Lands in a manner that meets the City's construction standards, and to dedicate the emergency access road to the City upon completion of construction and acceptance of the emergency access road by the City. The land for the fire station site shall be conveyed to the City by Special Warranty Deed no later than the date that the 6,000th residential unit receives a building permit, and Del Webb shall complete construction of the emergency access road to the Northern Lands on or before the date that the developer of the Northern Lands completes the construction of the public street to which such emergency access road will have access. The emergency access road connecting the fire station site to the Northern Lands shall be limited to use only by emergency service vehicles and shall be designed and constructed so as to physically discourage use by non - emergency vehicles.

10. Miscellaneous. Except as expressly modified by this Eighth Amendment, the Development Agreement (including but not limited to the Seventh Amendment) remains unchanged and in full force and effect. All capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to them in the Development Agreement. This Eighth Amendment may be executed in multiple counterparts, each of which shall be deemed an original. The foregoing recitals to this Eighth Amendment are hereby found to be true and correct and are incorporated herein for all purposes.

This Eighth Amendment and its execution by the Mayor, Mayor Pro Tem or the City Manager or was approved and authorized by the City Council of Georgetown on March 28, 2006 (the "Council Approval Date"), to be effective when signed by the representatives of the parties below. This Eighth Amendment was SIGNED this 30th day of May, 2006 ("Effective Date").

The City of Georgetown:

Doug Smith, Mayor Pro Tem

ATTEST:

~~Sandra Lee~~ Shirley J. Rinn
City Secretary, Deputy

APPROVED AS TO FORM:

Patricia E. Carls, Brown & Carls, LLP
City Attorney

Del Webb Texas Limited Partnership:
By: Del Webb Southwest Co.
Its: General Partner

Gary Newman, Vice President

ATTEST:

Todd Janssen, Vice President

APPROVED AS TO FORM:

Phillip Schmandt, Esquire with permission by Greg Chavers, Esq.

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 30th day of May, 2006, by Doug Smith, a person known to me, in his capacity as Mayor Pro Tem of the City of Georgetown, a Texas Home Rule Municipal Corporation, on behalf of the City of Georgetown.

SHIRLEY J. RINN
Notary Public, State of Texas
My Commission Expires
May 26, 2009

Notary Public in and for the State of Texas

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 28th day of April, 2006, by Gary Newman, as Vice President of Del Webb Southwest Co., the general partner of Del Webb Texas Limited Partnership, on behalf of said limited partnership.

KELLIE L. CRAFT
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
8-31-2008

Notary Public in and for the State of Texas

AFTER RECORDING:
PLACE IN CITY OF GEORGETOWN BOX

LIST OF EXHIBITS

Exhibit "A" Metes and Bounds Description of Del Webb Sun City Land

Exhibit "A-1" Sketch of Del Webb Sun City Land

Exhibit "B" Eighth Amended Concept Plan

Exhibit "C" Released Lands – Northern Lands

Exhibit "G" Replacement Exhibit G

EXHIBIT
A

METES AND BOUNDS DESCRIPTION
CONTAINING 4,069.55 acres (177,269,632 Square Feet)
WILLIAMSON COUNTY, TEXAS

BEING 4,069.55 acres of land situated in the Frederick Foy Survey, Abstract No. 229, Burrell Eaves Survey, Abstract No. 216, Williams Roberts Survey, Abstract No. 524, Mary Ann Lewis, Abstract No. 524, L. M. Russell Survey No. 537, Abstract No. Daniel Monroe Survey, Abstract No. 450, Amber Short Survey, Abstract No. 598, R. T. Jenkins Survey, Abstract No.360, W.G. Wilkinson Survey, Abstract No. 671, George Thomas Survey, Abstract No. 792 and Issac Jones Survey, abstract No. 361 in Williamson County, Texas. Said 4,069.55 acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/93 HARN Datum with distances converted to surface by a combined scale factor of 1.000143965:

BEGINNING at a 1/2-inch iron rod found in the South line of a called 1,016.527 acre tract conveyed to Somerset Hills, LTD, by instrument recorded in Document Number 2004098880 of the Official Deed records of the Williamson County Deed Records (W.D.P.R.). Said point also being the northwest corner hereof;

(L-1) THENCE, N 11°53'59" E a distance of 223.65 feet to a point for corner;

(L-2) THENCE, S 78°06'01" E a distance of 185.40 feet to a point for corner;

(L-3) THENCE, N 73°35'33" E a distance of 727.58 feet to a point for corner;

(L-4) THENCE, N 52°15'47" E a distance of 376.23 feet to a point for corner;

(L-5) THENCE, N 78°52'59" E a distance of 837.37 feet to a point for corner;

(L-6) THENCE, S 88°29'03" E a distance of 500.70 feet to a point for corner;

(L-7) THENCE, N 57°04'00" E a distance of 128.67 feet to a point for corner;

(L-8) THENCE, N 12°52'57" E a distance of 1053.52 feet to a point for corner;

(L-9) THENCE, N 32°30'58" E a distance of 254.46 feet to a point for corner;

(L-10) THENCE, N 50°22'57" E a distance of 274.51 feet to a point for corner;

(L-11) THENCE, N 71°30'40" E a distance of 966.74 feet to a point for corner;

(L-12) THENCE, N 85°34'49" E a distance of 609.70 feet to a point for corner;

(L-13) THENCE, N 43°03'51" E a distance of 240.85 feet to a point for corner;

(L-14) THENCE, N 17°32'57" E a distance of 1074.22 feet to a point for corner;

(L-15) THENCE, N 48°34'12" E a distance of 616.63 feet to a point for corner;

(L-16) THENCE, N 42°34'54" E a distance of 230.84 feet to a point for corner;

(L-17) THENCE, N 00°09'02" E a distance of 191.74 feet to a point for corner;

(L-18) THENCE, N 18°52'03" E a distance of 97.56 feet to a point for corner;

(L-19) THENCE, N 60°40'57" E a distance of 124.39 feet to a point for corner;

(L-20) THENCE, N 69°02'34" E a distance of 66.94 feet to a point for corner;

(L-21) THENCE, N 08°31'40" W a distance of 707.01 feet to a point for corner at the beginning of a curve to the left;

(C-1) THENCE, 2326.28 feet continuing along the arc of said curve to the left having a Delta of 21°44'35", a Radius of 6130.00 feet and a Chord Bearing N 72°59'12" E, 2312.34 feet to a point for corner;

(L-22) THENCE, S 44°00'37" W a distance of 183.43 feet to a point for corner;

(L-23) THENCE, S 72°59'37" W a distance of 158.41 feet to a point for corner;

(L-24) THENCE, S 01°47'23" E a distance of 37.03 feet to a point for corner;

(L-25) THENCE, N 84°03'10" W a distance of 16.18 feet to a point for corner;

(L-26) THENCE, S 05°54'37" W a distance of 25.07 feet to a point for corner;

(L-27) THENCE, S 19°20'56" E a distance of 90.90 feet to a point for corner;

(L-28) THENCE, S 17°05'19" E a distance of 287.20 feet to a point for corner;

(L-29) THENCE, S 36°10'25" E a distance of 547.35 feet to a point for corner;

(L-30) THENCE, S 42°25'25" E a distance of 451.87 feet to a point for corner;

(L-31) THENCE, S 53°05'25" E a distance of 449.87 feet to a point for corner;

(L-32) THENCE, S 58°25'25" E a distance of 310.91 feet to a point for corner;

(L-33) THENCE, S 53°30'25" E a distance of 374.90 feet to a point for corner;

(L-34) THENCE, S 55°57'51" E a distance of 830.49 feet to a point for corner;

(L-35) THENCE, S 22°43'42" E a distance of 994.94 feet to a point for corner;

(L-36) THENCE, S 03°34'43" E a distance of 1236.14 feet to a point for corner;

(L-37) THENCE, N 87°06'15" E a distance of 365.78 feet to a point for corner;

(L-38) THENCE, N 88°24'44" E a distance of 872.17 feet to a point for corner;

(L-39) THENCE, S 24°09'15" E a distance of 98.13 feet to a point for corner;

(L-40) THENCE, N 86°23'39" E a distance of 507.39 feet to a point for corner;

(L-41) THENCE, N 86°48'17" E a distance of 924.87 feet to a point for corner;

(L-42) THENCE, N 83°55'36" E a distance of 506.87 feet to a point for corner;

(L-43) THENCE, N 71°19'28" E a distance of 174.13 feet to a point for corner;

(L-44) THENCE, N 66°30'20" E a distance of 652.57 feet to a point for corner;

(L-45) THENCE, N 68°15'35" E a distance of 871.64 feet to a point for corner;

(L-46) THENCE, N 68°27'10" E a distance of 999.10 feet to a point for corner;

(L-47) THENCE, S 21°30'36" E a distance of 123.12 feet to a point for corner;

(L-48) THENCE, N 75°26'42" E a distance of 333.66 feet to a point for corner;

(L-49) THENCE, N 40°52'52" E a distance of 56.41 feet to a point for corner;

(L-50) THENCE, N 21°30'40" W a distance of 137.63 feet to a point for corner;

(L-51) THENCE, N 68°27'10" E a distance of 1074.72 feet to a point for corner;

(L-52) THENCE, N 68°33'49" E a distance of 955.55 feet to a point for corner;

(L-53) THENCE, N 62°59'52" E a distance of 1516.12 feet to a point for corner;

(L-54) THENCE, N 48°55'02" E a distance of 232.47 feet to a point for corner;

(L-55) THENCE, N 34°40'26" E a distance of 501.17 feet to a point for corner;

(L-56) THENCE, S 52°27'09" E a distance of 199.71 feet to a point for corner;

(L-57) THENCE, S 55°22'07" E a distance of 699.77 feet to a point for corner;

(L-58) THENCE, S 58°29'00" E a distance of 200.74 feet to a point for corner;

(L-59) THENCE, S 55°18'24" E a distance of 462.28 feet to a point for corner;

(L-60) THENCE, S 68°50'11" W a distance of 4216.69 feet to a point for corner;

(L-61) THENCE, S 21°09'59" E a distance of 1433.34 feet to a point for corner;

(L-62) THENCE, S 21°23'39" E a distance of 2419.45 feet to a point for corner;

(L-63) THENCE, S 21°38'18" E a distance of 842.34 feet to a point for corner;

(L-64) THENCE, S 19°10'11" E a distance of 375.79 feet to a point for corner;

(L-65) THENCE, S 21°30'55" E a distance of 1192.91 feet to a point for corner;

(L-66) THENCE, N 69°42'47" E a distance of 646.95 feet to a point for corner;

(L-67) THENCE, S 21°11'17" E a distance of 1760.32 feet to a point for corner;

(L-68) THENCE, S 67°26'17" W a distance of 810.83 feet to a point for corner;

(L-69) THENCE, S 18°57'19" E a distance of 424.09 feet to a point for corner;

(L-70) THENCE, S 70°51'53" W a distance of 4518.17 feet to a point for corner;

(L-71) THENCE, N 51°28'09" W a distance of 237.51 feet to a point for corner;

(L-72) THENCE, S 57°24'53" W a distance of 1159.66 feet to a point for corner;

(L-73) THENCE, S 22°19'40" E a distance of 167.96 feet to a point for corner;

(L-74) THENCE, S 63°05'26" W a distance of 593.28 feet to a point for corner;

(L-75) THENCE, S 83°49'30" W a distance of 401.77 feet to a point for corner;

(L-76) THENCE, S 80°31'30" W a distance of 118.55 feet to a point for corner;

(L-77) THENCE, S 58°35'30" W a distance of 58.49 feet to a point for corner;

(L-78) THENCE, S 28°06'30" W a distance of 81.94 feet to a point for corner;

(L-79) THENCE, S 12°36'30" W a distance of 70.65 feet to a point for corner;

(L-80) THENCE, S 31°55'30" W a distance of 72.58 feet to a point for corner;

(L-81) THENCE, S 02°56'30" E a distance of 66.91 feet to a point for corner;

(L-82) THENCE, S 20°00'30" E a distance of 59.51 feet to a point for corner;

(L-83) THENCE, S 11°29'30" E a distance of 135.80 feet to a point for corner;

(L-84) THENCE, S 06°04'30" E a distance of 125.11 feet to a point for corner;

(L-85) THENCE, S 05°04'30" W a distance of 111.87 feet to a point for corner;

(L-86) THENCE, S 13°14'30" W a distance of 44.60 feet to a point for corner;

(L-87) THENCE, S 68°38'37" W a distance of 5755.37 feet to a point for corner;

(L-88) THENCE, N 29°40'21" W a distance of 25.50 feet to a point for corner;

(L-89) THENCE, N 34°23'06" W a distance of 190.54 feet to a point for corner;

(L-90) THENCE, N 40°25'06" W a distance of 188.06 feet to a point for corner;

(L-91) THENCE, S 69°03'37" W a distance of 516.70 feet to a point for corner at the beginning of a curve to the right;

(C-2) THENCE, 851.37 feet continuing along the arc of said curve to the left having a Delta of 17°15'21", a Radius of 2826.86 feet and a Chord Bearing N 47°13'22" W, 848.16 feet to a point for corner;

(L-92) THENCE, N 38°33'18" W a distance of 1164.68 feet to a point for corner at the beginning of a curve to the left;

(C-3) THENCE, 952.32 feet continuing along the arc of said curve to the left having a Delta of 37°03'01", a Radius of 1472.69 feet and a Chord Bearing N 57°10'30" W, 935.81 feet to a point for corner;

(L-93) THENCE, N 74°13'03" W a distance of 51.25 feet to a point for corner;

(L-94) THENCE, N 67°27'50" E a distance of 122.72 feet to a point for corner;

(L-95) THENCE, N 77°02'31" E a distance of 802.39 feet to a point for corner;

(L-96) THENCE, S 32°05'04" E a distance of 525.66 feet to a point for corner;

(L-97) THENCE, S 65°49'18" E a distance of 182.39 feet to a point for corner;

(L-98) THENCE, S 65°49'18" E a distance of 17.43 feet to a point for corner;

(L-99) THENCE, S 79°03'31" E a distance of 95.63 feet to a point for corner;

(L-100) THENCE, N 79°36'17" E a distance of 111.05 feet to a point for corner;

(L-101) THENCE, N 84°14'19" E a distance of 326.03 feet to a point for corner;

(L-102) THENCE, S 89°21'37" E a distance of 81.60 feet to a point for corner;

(L-103) THENCE, N 22°09'48" W a distance of 594.05 feet to a point for corner;

(L-104) THENCE, S 84°07'43" W a distance of 39.64 feet to a point for corner;

(L-105) THENCE, N 22°06'11" W a distance of 387.09 feet to a point for corner;

(L-106) THENCE, N 67°45'06" E a distance of 140.21 feet to a point for corner;

(L-107) THENCE, N 67°43'11" E a distance of 284.71 feet to a point for corner;

(L-108) THENCE, N 68°02'01" E a distance of 356.85 feet to a point for corner;

(L-109) THENCE, N 67°47'46" E a distance of 173.32 feet to a point for corner;

(L-110) THENCE, N 71°05'26" E a distance of 257.52 feet to a point for corner;

(L-111) THENCE, N 48°53'11" E a distance of 5.34 feet to a point for corner;

(L-112) THENCE, N 43°17'06" E a distance of 29.41 feet to a point for corner;

(L-113) THENCE, N 01°27'36" E a distance of 34.16 feet to a point for corner;

(L-114) THENCE, N 17°50'06" E a distance of 41.42 feet to a point for corner;

(L-115) THENCE, N 21°56'06" E a distance of 247.97 feet to a point for corner;

(L-116) THENCE, N 22°13'03" E a distance of 486.05 feet to a point for corner;

(L-117) THENCE, N 25°35'01" E a distance of 23.19 feet to a point for corner;

(L-118) THENCE, N 21°38'56" E a distance of 57.09 feet to a point for corner;

(L-119) THENCE, N 21°10'16" E a distance of 270.00 feet to a point for corner;

(L-120) THENCE, N 21°17'56" E a distance of 93.56 feet to a point for corner;

(L-121) THENCE, N 22°47'16" E a distance of 161.25 feet to a point for corner;

(L-122) THENCE, N 21°31'02" E a distance of 470.47 feet to a point for corner;

(L-123) THENCE, N 11°50'41" E a distance of 15.97 feet to a point for corner;

(L-124) THENCE, N 22°13'46" E a distance of 186.05 feet to a point for corner;

(L-125) THENCE, N 21°25'41" E a distance of 280.72 feet to a point for corner;

(L-126) THENCE, N 23°17'21" E a distance of 261.58 feet to a point for corner;

(L-127) THENCE, N 33°02'31" E a distance of 52.25 feet to a point for corner;

(L-128) THENCE, N 84°26'01" E a distance of 26.25 feet to a point for corner;

(L-129) THENCE, N 77°57'31" E a distance of 17.91 feet to a point for corner;

(L-130) THENCE, N 86°49'26" E a distance of 48.28 feet to a point for corner;

(L-131) THENCE, N 85°26'31" E a distance of 28.65 feet to a point for corner;

(L-132) THENCE, N 37°19'36" E a distance of 106.04 feet to a point for corner;

(L-133) THENCE, N 51°05'29" W a distance of 154.13 feet to a point for corner;

(L-134) THENCE, N 46°06'49" W a distance of 40.61 feet to a point for corner;

(L-135) THENCE, S 27°34'31" W a distance of 83.25 feet to a point for corner;

(L-136) THENCE, N 32°52'29" W a distance of 47.41 feet to a point for corner;

(L-137) THENCE, N 51°00'29" W a distance of 138.82 feet to a point for corner;

(L-138) THENCE, N 44°02'29" W a distance of 111.96 feet to a point for corner;

(L-139) THENCE, N 50°51'29" W a distance of 70.78 feet to a point for corner;

(L-140) THENCE, N 45°30'29" W a distance of 249.13 feet to a point for corner;

(L-141) THENCE, N 34°42'29" W a distance of 46.21 feet to a point for corner;

(L-142) THENCE, N 09°14'30" W a distance of 95.30 feet to a point for corner;

(L-143) THENCE, S 63°22'24" W a distance of 25.51 feet to a point for corner;

(L-144) THENCE, S 66°03'46" W a distance of 388.92 feet to a point for corner;

(L-145) THENCE, S 71°23'51" W a distance of 38.62 feet to a point for corner;

(L-146) THENCE, S 67°44'11" W a distance of 573.90 feet to a point for corner;

(L-147) THENCE, S 67°55'36" W a distance of 1112.09 feet to a point for corner;

(L-148) THENCE, S 67°25'31" W a distance of 615.03 feet to a point for corner;

(L-149) THENCE, S 36°59'16" W a distance of 10.43 feet to a point for corner;

(L-150) THENCE, S 68°45'02" W a distance of 414.80 feet to a point for corner;

(L-151) THENCE, N 20°59'03" W a distance of 2413.97 feet to a point for corner;

(L-152) THENCE, S 68°53'40" W a distance of 883.70 feet to a point for corner;

(L-153) THENCE, N 21°46'07" W a distance of 2919.54 feet to a point for corner;

(L-154) THENCE, S 68°13'53" W a distance of 2942.34 feet to a point for corner;

(L-155) THENCE, N 21°44'23" W a distance of 117.68 feet to a point for corner;

(L-156) THENCE, N 21°42'18" W a distance of 133.49 feet to a point for corner;

(L-157) THENCE, N 12°40'12" W a distance of 257.14 feet to a point for corner;

(L-158) THENCE, N 12°16'05" W a distance of 492.46 feet to a point for corner;

(L-159) THENCE, N 15°36'01" W a distance of 143.16 feet to a point for corner;

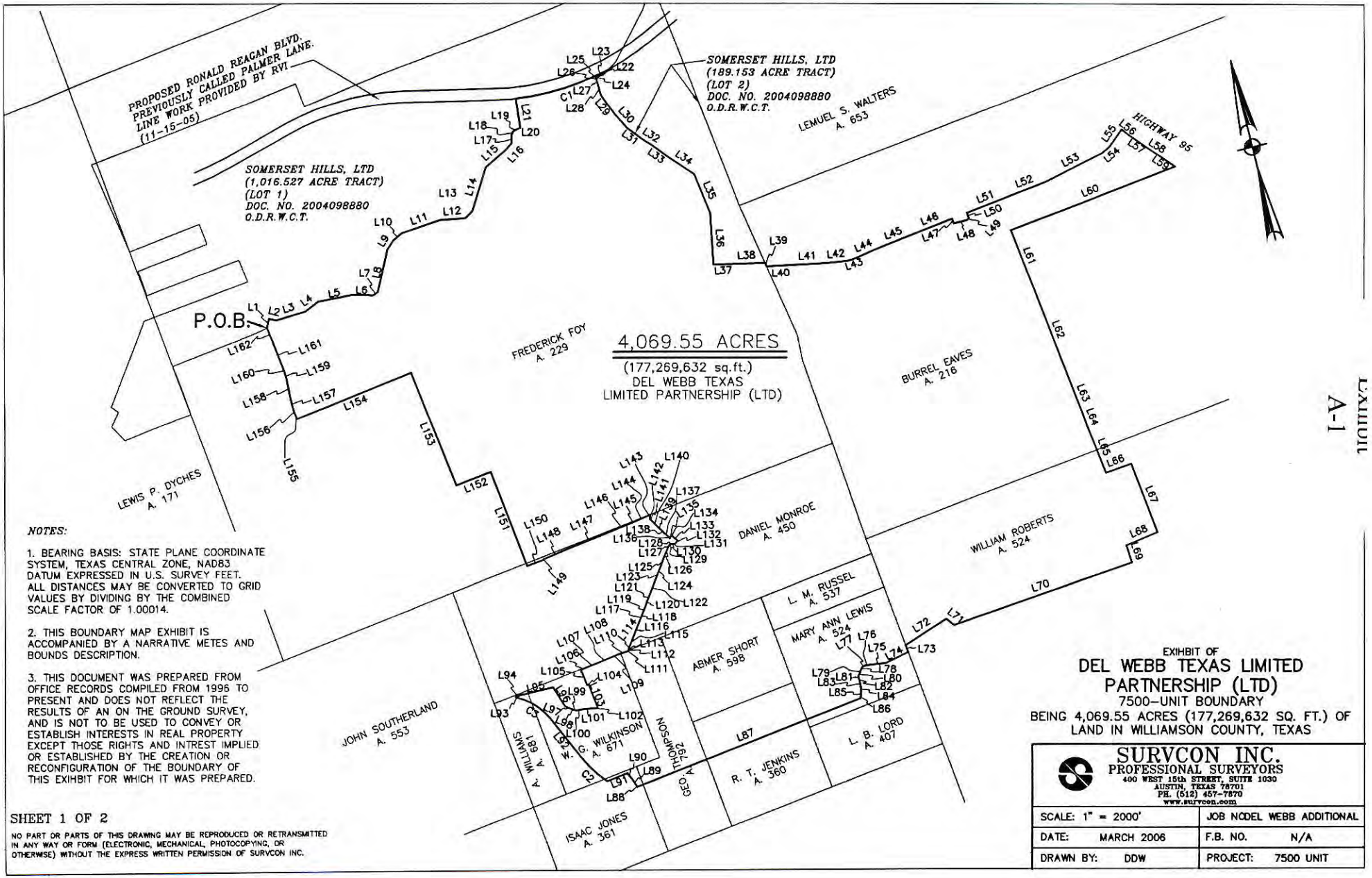
(L-160) THENCE, N 20°52'16" W a distance of 110.70 feet to a point for corner;

(L-161) THENCE, N 21°02'01" W a distance of 700.28 feet to a point for corner;

(L-162) THENCE, N 22°45'51" W a distance of 348.66 feet to the **POINT OF BEGINNING**, containing a computed area of 4,069.55 acres (177,269,632 square feet) of land.

Prepared by:
SURVCON INC.
400 West 15th Street
Suite 1030
Austin, Texas 78701

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



NOTES:

1. BEARING BASIS: STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 DATUM EXPRESSED IN U.S. SURVEY FEET. ALL DISTANCES MAY BE CONVERTED TO GRID VALUES BY DIVIDING BY THE COMBINED SCALE FACTOR OF 1.00014.

2. THIS BOUNDARY MAP EXHIBIT IS ACCOMPANIED BY A NARRATIVE METES AND BOUNDS DESCRIPTION.

3. THIS DOCUMENT WAS PREPARED FROM OFFICE RECORDS COMPILED FROM 1996 TO PRESENT AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THIS EXIHIBIT FOR WHICH IT WAS PREPARED.

SHEET 1 OF 2

NO PART OR PARTS OF THIS DRAWING MAY BE REPRODUCED OR RETRANSMITTED IN ANY WAY OR FORM (ELECTRONIC, MECHANICAL, PHOTOCOPYING, OR OTHERWISE) WITHOUT THE EXPRESS WRITTEN PERMISSION OF SURVCON INC.

EXHIBIT OF
DEL WEBB TEXAS LIMITED PARTNERSHIP (LTD)
7500-UNIT BOUNDARY
BEING 4,069.55 ACRES (177,269,632 SQ. FT.) OF LAND IN WILLIAMSON COUNTY, TEXAS

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
PH. (512) 457-7870
www.survcon.com

SCALE: 1" = 2000'	JOB NODEL WEBB ADDITIONAL
DATE: MARCH 2006	F.B. NO. N/A
DRAWN BY: DDW	PROJECT: 7500 UNIT

EXHIBIT A-1

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

LINE	BEARING	DISTANCE
L1	N 11°53'59" E	223.65'
L2	S 78°06'01" E	185.40'
L3	N 73°35'33" E	727.58'
L4	N 52°15'47" E	376.23'
L5	N 78°52'59" E	837.37'
L6	S 88°29'03" E	500.70'
L7	N 57°04'00" E	128.67'
L8	N 12°52'57" E	1053.52'
L9	N 32°30'58" E	254.46'
L10	N 50°22'57" E	274.51'
L11	N 71°30'40" E	966.74'
L12	N 85°34'49" E	609.70'
L13	S 43°03'51" W	240.85'
L14	N 17°32'57" E	1074.22'
L15	N 48°34'12" E	616.63'
L16	N 42°34'54" E	230.84'
L17	N 00°09'02" E	191.74'
L18	N 18°52'03" E	97.56'
L19	N 60°40'57" E	124.39'
L20	N 69°02'34" E	66.94'
L21	N 08°31'40" W	707.01'
L22	S 44°00'37" W	183.43'
L23	S 72°59'37" W	158.41'
L24	S 01°47'23" E	37.03'
L25	N 84°03'10" W	16.18'
L26	S 05°54'37" W	25.07'
L27	S 19°20'56" E	90.90'
L28	S 17°05'19" E	287.20'
L29	S 36°10'25" E	547.35'
L30	S 42°25'25" E	451.87'
L31	S 53°05'25" E	449.87'
L32	S 58°25'25" E	310.91'
L33	S 53°30'25" E	374.90'
L34	N 55°57'51" W	830.49'
L35	S 22°43'42" E	994.94'
L36	S 03°34'43" E	1236.14'
L37	N 87°06'15" E	365.78'
L38	N 88°24'44" E	872.17'
L39	S 24°09'15" E	98.13'
L40	N 86°23'39" E	507.39'

LINE	BEARING	DISTANCE
L41	N 86°48'17" E	924.87'
L42	N 83°55'36" E	506.87'
L43	N 71°19'28" E	174.13'
L44	N 66°30'20" E	652.57'
L45	N 68°15'35" E	871.64'
L46	N 68°27'10" E	999.10'
L47	S 21°30'36" E	123.12'
L48	N 75°26'42" E	333.66'
L49	N 40°52'52" E	56.41'
L50	N 21°30'40" W	137.63'
L51	N 68°27'10" E	1074.72'
L52	N 68°33'49" E	955.55'
L53	N 62°59'52" E	1516.12'
L54	N 48°55'02" E	232.47'
L55	N 34°40'26" E	501.17'
L56	S 52°27'09" E	199.71'
L57	S 55°22'07" E	699.77'
L58	S 58°29'00" E	200.74'
L59	S 55°18'24" E	462.28'
L60	S 68°50'11" W	4216.69'
L61	S 21°09'59" E	1433.34'
L62	S 21°23'39" E	2419.45'
L63	S 21°38'18" E	842.34'
L64	S 19°10'11" E	375.79'
L65	S 21°30'55" E	1192.91'
L66	N 69°42'47" E	646.95'
L67	S 21°11'17" E	1760.32'
L68	S 67°26'17" W	810.83'
L69	S 18°57'19" E	424.09'
L70	S 70°51'53" W	4518.17'
L71	N 51°28'09" W	237.51'
L72	S 57°24'53" W	1159.66'
L73	S 22°19'40" E	167.96'
L74	S 63°05'26" W	593.28'
L75	S 83°49'30" W	401.77'
L76	S 80°31'30" W	118.55'
L77	S 58°35'30" W	58.49'
L78	S 28°06'30" W	81.94'
L79	S 12°36'30" W	70.65'
L80	S 31°55'30" W	72.58'

LINE	BEARING	DISTANCE
L81	S 02°56'30" E	66.91'
L82	S 20°00'30" E	59.51'
L83	S 11°29'30" E	135.80'
L84	S 06°04'30" E	125.11'
L85	S 05°04'30" W	111.87'
L86	S 13°14'30" W	44.60'
L87	S 68°38'37" W	5755.37'
L88	N 29°40'21" W	25.50'
L89	N 34°23'06" W	190.54'
L90	N 40°25'06" W	188.06'
L91	S 69°03'37" W	516.70'
L92	N 38°33'18" W	1164.68'
L93	N 74°13'03" W	51.25'
L94	N 67°27'50" E	122.72'
L95	N 77°02'31" E	802.39'
L96	S 32°05'04" E	525.66'
L97	S 65°49'18" E	182.39'
L98	S 65°49'18" E	17.43'
L99	S 79°03'31" E	95.63'
L100	N 79°36'17" E	111.05'
L101	N 84°14'19" E	326.03'
L102	S 89°21'37" E	81.60'
L103	N 22°09'48" W	594.05'
L104	S 84°07'43" W	39.64'
L105	N 22°06'11" W	387.09'
L106	N 67°45'06" E	140.21'
L107	N 67°43'11" E	284.71'
L108	N 68°02'01" E	356.85'
L109	N 67°47'46" E	173.32'
L110	N 71°05'26" E	257.52'
L111	N 48°53'11" E	5.34'
L112	N 43°17'06" E	29.41'
L113	N 01°27'36" E	34.16'
L114	N 17°50'06" E	41.42'
L115	N 21°56'06" E	247.97'
L116	N 22°13'03" E	486.05'
L117	N 25°35'01" E	23.19'
L118	N 21°38'56" E	57.09'
L119	N 21°10'16" E	270.00'
L120	N 21°17'56" E	93.56'

LINE	BEARING	DISTANCE
L121	N 22°47'16" E	161.25'
L122	N 21°31'02" E	470.47'
L123	N 11°50'41" E	15.97'
L124	N 22°13'46" E	186.05'
L125	N 21°25'41" E	280.72'
L126	N 23°17'21" E	261.58'
L127	N 33°02'31" E	52.25'
L128	N 84°26'01" E	26.25'
L129	N 77°57'31" E	17.91'
L130	N 86°49'26" E	48.28'
L131	N 85°26'31" E	28.65'
L132	N 37°19'36" E	106.04'
L133	N 51°05'29" W	154.13'
L134	N 46°06'49" W	40.61'
L135	S 27°34'31" W	83.25'
L136	N 32°52'29" W	47.41'
L137	N 51°00'29" W	138.82'
L138	N 44°02'29" W	111.96'
L139	N 50°51'29" W	70.78'
L140	N 45°30'29" W	249.13'
L141	N 34°42'29" W	46.21'
L142	N 09°14'30" W	95.30'
L143	S 63°22'24" W	25.51'
L144	S 66°03'46" W	388.92'
L145	S 71°23'51" W	38.62'
L146	S 67°44'11" W	573.90'
L147	S 67°55'36" W	1112.09'
L148	S 67°25'31" W	615.03'
L149	S 36°59'16" W	10.43'
L150	S 68°45'02" W	414.80'
L151	N 20°59'03" W	2413.97'
L152	S 68°53'40" W	883.70'
L153	N 21°46'07" W	2919.54'
L154	S 68°13'53" W	2942.34'
L155	N 21°44'23" W	117.68'
L156	N 21°42'18" W	133.49'
L157	N 12°40'12" W	257.14'
L158	N 12°16'05" W	492.46'
L159	N 15°36'01" W	143.16'
L160	N 20°52'16" W	110.70'
L161	N 21°02'01" W	700.28'
L162	N 22°45'51" W	348.66'

NOTES:

1. BEARING BASIS: STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 DATUM EXPRESSED IN U.S. SURVEY FEET. ALL DISTANCES MAY BE CONVERTED TO GRID VALUES BY DIVIDING BY THE COMBINED SCALE FACTOR OF 1.00014.

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CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2326.28'	6130.00'	21°44'35"	N 72°59'12" E	2312.34'
C2	851.37'	2826.86'	17°15'21"	N 47°13'22" W	848.16'
C3	952.32'	1472.69'	37°03'01"	N 57°10'30" W	935.81'

EXIHBIT OF
DEL WEBB TEXAS LIMITED PARTNERSHIP (LTD)
7500-UNIT BOUNDARY
BEING 4,069.55 ACRES (177,269,632 SQ. FT.) OF LAND IN WILLIAMSON COUNTY, TEXAS

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
PH. (512) 457-7879
www.survcon.com

SCALE: 1" = 2000'	JOB NODEL WEBB ADDITIONAL
DATE: MARCH 2006	F.B. NO. N/A
DRAWN BY: DDW	PROJECT: 7500 UNIT

SHEET 2 OF 2

NO PART OR PARTS OF THIS DRAWING MAY BE REPRODUCED OR RETRANSMITTED IN ANY WAY OR FORM (ELECTRONIC, MECHANICAL, PHOTOCOPYING, OR OTHERWISE) WITHOUT THE EXPRESS WRITTEN PERMISSION OF SURVCON INC.

RECORDERS MEMORANDUM
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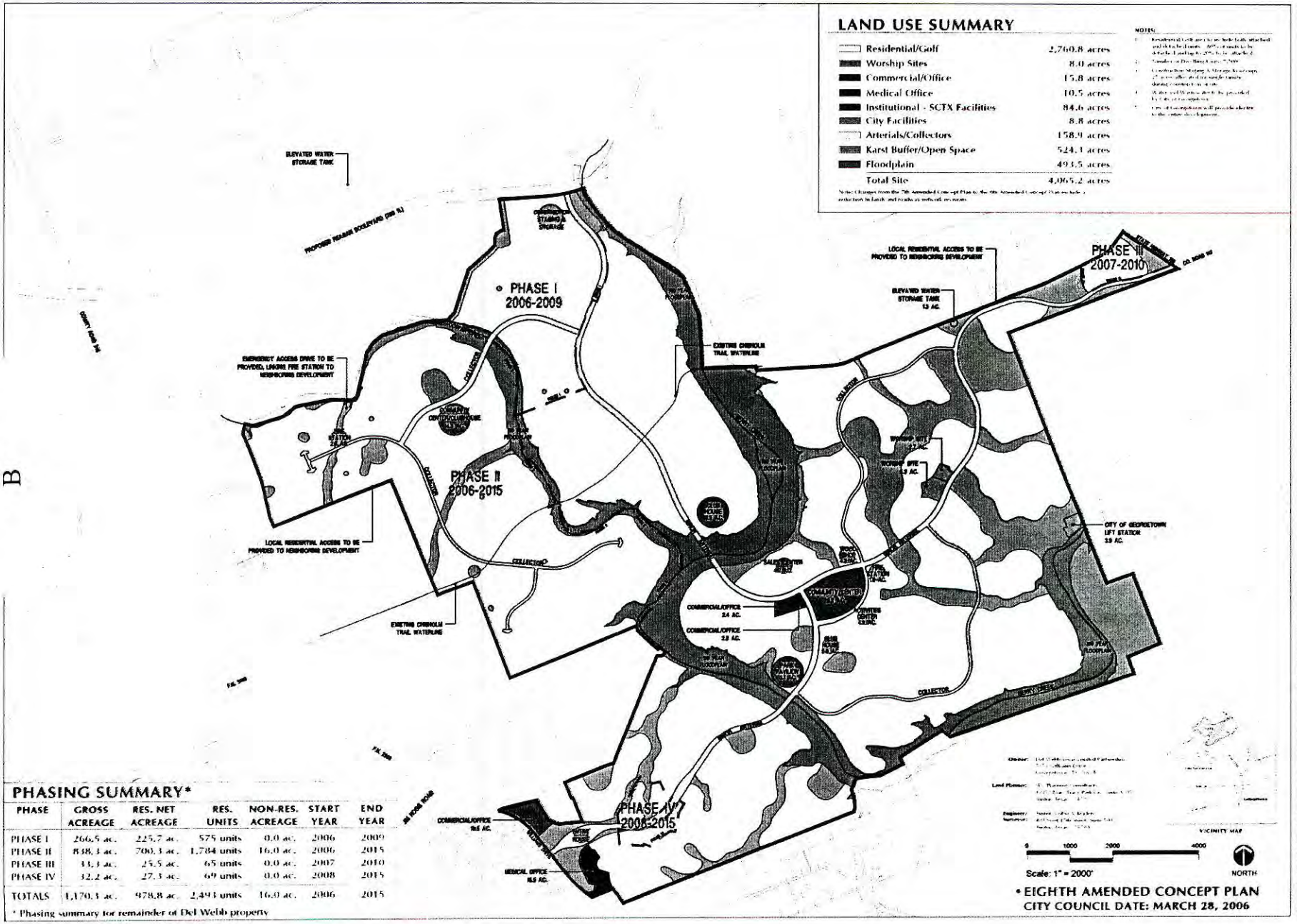
clearly legible for satisfactory recordation

Exhibit B



PHASING SUMMARY*

PHASE	GROSS ACREAGE	RES. NET ACREAGE	RES. UNITS	NON-RES. ACREAGE	START YEAR	END YEAR
PHASE I	266.5 ac.	225.7 ac.	575 units	0.0 ac.	2006	2009
PHASE II	838.3 ac.	700.3 ac.	1,784 units	16.0 ac.	2006	2015
PHASE III	33.3 ac.	25.5 ac.	65 units	0.0 ac.	2007	2010
PHASE IV	32.2 ac.	27.3 ac.	69 units	0.0 ac.	2008	2015
TOTALS	1,170.3 ac.	978.8 ac.	2,493 units	16.0 ac.	2006	2015

* Phasing summary for remainder of Del Webb property

SUN CITY TEXAS
CONCEPT PLAN
GEORGETOWN, TEXAS

SEC Planning Consultants

SCTX - 040280

1 of 1

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

METES AND BOUNDS DESCRIPTION
1,013.527 ACRES
PURCHASE TRACT – LOT 1
FREDERICK FOY SURVEY, A-229
LEWIS P. DYCHES SURVEY, A-171
WILLIAMSON COUNTY, TEXAS

Being 1,013.527 acres of land situated in the Frederick Foy Survey, A-229 and the Lewis P. Dyches Survey, A-171 of Williamson County, Texas and being a portion of land conveyed to DEL WEBB TEXAS LIMITED PARTNERSHIP (LTD) in Document numbers 9730062, 9620249, 9717656, 9719426, 9717655, 9620533, 9704366, 2004011779 and a portion of 9728557 of the Official Records of Williamson County, Texas (O.R.W.C.T.) includes a called 0.841-acre tract of land Quit Claimed from the City of Georgetown and recorded under Document Number 2004020171 in the O.P.R.W.C.T and includes all of Neighborhood Ten-E as recorded in Cabinet Q, Slides 258-260 Williamson County Plat Records (W.C.P.R.). Said 1,013.527-acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/93 HARN Datum. Coordinates shown hereon are grid and all distances were converted to surface by multiplying by the combined factor of 1.000143965.

BEGINNING at a 60d nail (X=3,105,905.89, Y=10,244,353.62) found at the northwest corner of a called 301.519 acre tract conveyed to Del Webb Texas, LTD. in Document Number 9620533 O.R.W.C.T. and southerly line of a called 963.84-acre tract (Volume, 1813, Page 665, W.C.D.R.) conveyed to John F. Yearwood in Document number 9840749 O.R.W.C.T.

THENCE, North 68°08'46" East, 1,453.60 feet, along the line common to said 963.84-acre tract and said 301.519-acre tract, to a ½-inch iron rod found for the northwesterly corner of a 1.616-acre tract conveyed to the City of Georgetown in Document number 2003110378, O.R.W.C.T.

THENCE, along the westerly, southerly and easterly boundary lines of said 1.616-acre tract, the following five (5) courses and distances:

1. South 22°06'49" East, 72.99 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." found for an angle point,
2. South 21°48'56" East, 159.36 feet to a ½-inch iron rod with a plastic cap stamped "SURCON INC." found for the southwest corner of said 1.616-acre tract and in the approximate proposed northerly ROW line of Parmer Lane being a curve to the right,
3. 273.83 feet along the arc of said curve to the right having a radius of 5,130.00 feet, a central angle of 03°03'30" and a chord bearing and distance of North 82°44'31" East, 273.79 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." found for the southeast corner of said 1.616-acre tract,
4. North 21°48'56" West, 228.87 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." found for an angle point,
5. North 22°06'49" West, 72.47 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." found for the northeasterly corner of said 1.616-acre tract and in the southerly line of said 963.84-acre tract,

THENCE, continuing along the southerly line of said 963.84-acre tract and the northerly line of said 301.519-acre tract, a 90.00-acre tract conveyed to Del Webb Texas, LTD. in Document number 9704366 O.R.W.C.T. and a 87.442-acre tract conveyed to Del Webb Texas, LTD. in Document number 9728557 O.R.W.C.T., the following twelve (12) courses and distances:

1. North 68°08'46" East, 485.41 feet to a ½-inch iron rod found for an angle point,
2. North 69°25'58" East, 2,664.63 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for corner,
3. South 20°34'02" East, 1,331.92 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
4. South 08°31'40" East, 1048.28 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
5. South 69°02'34" West, 66.94 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
6. South 60°40'57" West, 124.39 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
7. South 18°52'03" West, 97.56 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
8. South 00°09'02" West, 191.74 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
9. South 42°34'54" West, 230.84 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
10. South 48°34'12" West, 616.63 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
11. South 17°32'57" West, 1,074.22 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
12. South 43°03'51" West, 240.85 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. in the centerline of Cowan Creek for corner;

THENCE, along the centerline of Cowan Creek the following eleven (11) courses and distances:

1. South 85°34'49" West, 609.70 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
2. South 71°30'40" West, 966.74 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
3. South 50°22'57" West, 274.51 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
4. South 32°30'58" West, 254.46 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
5. South 12°52'57" West, 1,053.52 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
6. South 57°04'00" West, 128.67 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
7. North 88°29'03" West, 500.70 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
8. South 78°52'59" West, 837.37 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
9. South 52°15'47" West, 376.23 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
10. South 73°35'33" West, 727.58 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
11. North 78°06'01" West, 185.40 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;

THENCE, South 11°53'59" West, 223.65 feet to a ½-inch iron rod found marking the northwest corner of a called 65.22-acre tract conveyed to Del Webb Texas, LTD. in Document number 199968996 O.R.W.C.T and northeast corner of North Lake, Section E as recorded in Cabinet H, Slides 354-370, W.C.P.R.;

THENCE, along the line common lines of said North Lake, Section E; called 279.999 acre tract conveyed to Del Webb Texas, LTD. in Document number 9719426 O.R.W.C.T. and called 93.003-acre tract conveyed to Del Webb Texas, LTD. in Document number 9620249 O.R.W.C.T., the following seven (7) courses and distances:

1. South 63°43'31" West, 201.46 feet to a ½-inch iron rod found for an angle point,
2. South 71°14'26" West, 19.21 feet to a 60"d" nail found for an angle point,
3. South 66°25'32" West, 119.42 feet to a ½-inch iron rod found for an angle point,
4. South 68°32'19" West, 293.29 feet to a ½-inch iron rod found for an angle point,
5. South 66°56'46" West, 161.28 feet to a ½-inch iron rod found for an angle point,
6. South 70°43'46" West, 203.91 feet to a ½-inch iron rod found for an angle point,
7. South 69°00'25" West, 249.33 feet to a ½-inch iron rod found for the northwesterly corner of said North Lake, Section E, same being the northeasterly corner of Lot 3 of Bent Oaks Estates as recorded in Cabinet P, Slides 370-371, W.C.P.R.

THENCE, along the northerly boundary lines of said Lot 3 as defined by Quit Claim Deed from Del Webb to Timothy Weight and Patricial Crews as recorded under Document Number 2004016688 in the O.P.R.W.C.T., the following three (3) courses and distances:

1. South 68°44'17" West, 298.50 feet to a nail found for an angle point,
2. South 67°28'23" West, 132.14 feet to a nail found for an angle point,
3. South 68°26'30" West, 178.79 feet to a ½-inch iron rod found for an angle point same being the northeasterly corner of Ridgewood Estates, Section Two, as recorded in Cabinet M, Slide 343, W.C.P.R.

THENCE, along the line common with the northerly and westerly boundary line of said Ridgewood Estates, Section Two and the southerly of said 93.003-acre tract and the easterly line of a called 48.606-acre tract conveyed to Del Webb Texas, LTD. in Document number 9717656 O.R.W.C.T. respectively the following eight (8) courses distances:

1. South 69°26'28" West, 193.31 feet to a ½-inch iron rod found for an angle point,
2. South 68°14'20" West, 315.54 feet to a ½-inch iron rod found for an angle point,
3. South 64°53'03" West, 86.34 feet to a ½-inch iron rod found for an angle point,
4. South 22°25'38" East, 301.18 feet to a ½-inch iron rod found for an angle point,
5. South 21°12'43" East, 267.04 feet to a ½-inch iron rod found for an angle point,
6. South 20°28'43" East, 309.02 feet to a ½-inch iron rod found for an angle point,
7. South 20°55'43" East, 193.77 feet to a ½-inch iron rod found for an angle point,
8. South 17°42'56" East, 159.85 feet to a ½-inch iron rod found for the northeasterly corner of Giles Estates as recorded in Cabinet I, Slide 51, W.C.P.R. and in the westerly line of said Ridgewood, Section Two.

THENCE, along the line common with the northerly line of said Giles Estates and the southerly line of said 48.606-acre tract the following four (4) courses and distances:

1. South 69°30'12" West, 352.81 feet to a ½-inch iron rod found for an angle point,
2. South 67°12'42" West, 135.14 feet to a ½-inch iron rod found for an angle point,
3. South 70°15'12" West, 280.25 feet to a ½-inch iron rod found for an angle point,

4. South 68°31'42" West, 55.93 feet to a ½-inch iron found for the northwesterly corner of said Giles Estates same being the northeasterly corner of a 20.00-acre tract conveyed to Eric V. Moody in Volume 1852, Page 92, W.C.D.R.

THENCE, along the line common with the northerly line of said 20.00-acre tract and the southerly line of said 48.606-acre tract the following four (4) courses and distances:

1. South 68°32'12" West, 365.23 feet to a ½-inch iron rod found for an angle point,
2. South 68°00'36" West, 399.33 feet to a ½-inch iron rod found for an angle point,
3. South 72°06'10" West, 90.98 feet to a ½-inch iron rod found for an angle point,
4. South 35°07'10" West, 35.49 feet to a ½-inch iron rod found for the northwesterly corner of said 20.00-acre tract same being the southwesterly corner of said 48.606-acre tract and in the easterly right-of-way (ROW) line of Farm to Market (FM) Road number 2338 (100 feet wide at this point).

THENCE, along said easterly ROW same being the westerly line of said 48.606-acre tract the following two (2) courses and distances:

1. North 44°57'51" West, 415.50 feet to a concrete monument found for the beginning of a curve to the left,
2. 76.50 feet along the arc of said curve to the left having a radius of 5,729.58 feet, a central angle of 00°45'54" and at a chord bearing and distance of North 45°10'57" West, 76.50 feet pass a ½-inch iron rod with a red plastic cap found for the most southerly corner of a 1.68-acre tract of land conveyed to Del Webb Texas Limited Partnership as recorded in Document number 2003083437 O.R.W.C.T. and corrected under Document Number 2004011779 in the O.P.R.W.C.T. Said point being the most westerly corner of said 48.606-acre tract and in the easterly ROW line of said FM 2338 in all an arc distance of 208.09 feet, a radius of 5729.58 feet, a central angle of 02°04'51" and a chord bearing and distance of North 45°59'28" West, 208.08 feet to a ½-inch iron rod with a red plastic cap found for a corner cut-back of said FM 2338.

THENCE, along said corner cut-back line the following three (3) courses and distances:

1. North 13°25'41" West, 71.41 feet to a concrete monument found for an angle point
2. North 21°30'19" East, 28.82 feet to a concrete monument found for an angle point.
3. North 66°43'50" West, 18.95 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." set for an angle point in the southeasterly ROW line of County Road Number 245 (60 feet wide).

THENCE, along said ROW line of said County Road 245 the following two (2) courses and distances:

1. North 22°25'45" East, at 80.10 feet pass a found 60d nail in a tree in all a total distance of 311.09 feet to a ½-inch iron rod found for the most northerly corner of said 1.68-acre tract same being a westerly corner of said 48.606-acre tract and in the southeasterly ROW of County Road 245.
2. North 21°44'12" East, 2,201.75 feet to a ½-inch iron rod found for the southwesterly corner of a 31.32-acre tract conveyed to Donald H. Kylberg in Volume 752, Page 229, W.C.D.R. same being a westerly corner of said 48.606-acre tract and in the southeasterly ROW line of said County Road 245.

THENCE, departing said ROW line and around said 31.32-acre tract, same being the northerly line of said 93.003-acre tract and a westerly boundary line of said 279.999-acre tract, the following three (3) courses and distances:

1. North 69°38'21" East, 2,661.32 feet to a ½-inch iron rod found for an angle point,
2. North 21°58'12" West, 565.22 feet to a ½-inch iron rod found for an angle point,
3. South 69°16'11" West, 414.50 feet to a ½-inch iron rod found for an angle point,

THENCE, South 68°15'19" West, 325.47 feet to a ½-inch iron rod found on a southerly boundary line of Planned Unit Development of Sun City Georgetown, Neighborhood Ten-E as recorded in Cabinet Q, Slides 258-260, W.C.P.R. for an angle point,

THENCE, around said Neighborhood Ten-E, the following five (5) courses and distances:

1. South 69°30'27" West, 1,143.86 feet to a ½-inch iron rod found for an angle point,
2. South 68°59'00" West, 495.00 feet to a ½-inch iron rod found for the northwesterly corner of said 31.32-acre tract same being the southwest corner of said Neighborhood Ten-E in the easterly ROW line of said County Road 245,
3. North 19°31'43" West, 626.36 feet along said easterly ROW to the most southerly corner of a called 20.00-acre tract conveyed to Louis D. Miller & Gladys Miller in Volume 2476, Page 0302, W.C.D.R. same being the northwesterly corner of said Neighborhood Ten-E,
4. North 69°21'18" East, 189.49 feet to a ½-inch iron rod found for an angle point,
5. North 69°10'30" East, 1,044.92 feet to a ½-inch iron rod found for an angle point,

THENCE, North 68°52'42" East, 544.02 feet to a ½-inch iron rod found for the southeast corner of said 20.00 acre tract and an internal corner of said 279.999-acre tract,

THENCE, along an easterly boundary line of said 279.999-acre tract and the common boundary line of said 20.00 acre tract and a called 26.852 acre tract conveyed to Del Webb Texas, LTD., the following two (2) courses and distances:

1. North 20°57'22" West, 508.33 feet to a ½-inch iron rod found for an angle point,
2. South 68°57'17" West, 1,790.01 feet to a ½-inch iron rod found for the most westerly corner of said 20.00-acre tract and the most southerly corner of said 26.852-acre tract and in the easterly ROW line of said County Road 245.

THENCE, North 20°12'58" West, 226.88 feet along the line common with said easterly ROW line of County Road 245 and the west boundary line of said 26.852-acre tract, to a ½-inch iron rod found for an angle point,

THENCE, continuing along the easterly ROW line of said County Road 245 and along westerly boundary lines of a called 230.859 acre tract conveyed to the Del Webb Texas, LTD. as recorded in Document number 9717655 O.R.W.C.T., the following three (3) courses and distances:

1. North 19°24'45" West, 182.25 feet to a ½-inch iron rod found for an angle point,
2. North 17°50'01" West, 381.80 feet to a ½-inch iron rod found for an angle point,
3. North 13°57'22" West, 22.31 feet to a ½-inch iron rod found at the southernmost corner of a called 4.443-acre tract conveyed to Del Webb Texas, LTD. in Document number 9730062 O.R.W.C.T. for an angle point,

THENCE, North 20°42'47" West, 1443.77 feet, continuing along the easterly ROW line of said County Road 245 and along the westerly boundary line of said 4.443-acre tract, to a ½-inch iron rod found for an angle point,

THENCE, North 10°48'31" West, 62.68 feet to a ½-inch iron rod found at the intersection of said easterly ROW line and the southerly ROW line of Jennings Branch as dedicated in Jennings Branch Estates recorded in Cabinet U, Slides 235-236, W.C.P.R., being in the "Affidavit of Limitation Line" as described in deed Volume 1442, Page 536, W.C.D.R. for the westernmost corner of Tract 2 as conveyed to Brad Kendrick in Document number 199973373 O.R.W.C.T., and for the northwest corner of said 230.859-acre tract and for the northwest corner of this tract,

THENCE, along the line common with the northerly line of said 230.859-acre tract and southerly line of said "Affidavit of Limitation Line" the following fourteen (14) courses and distances:

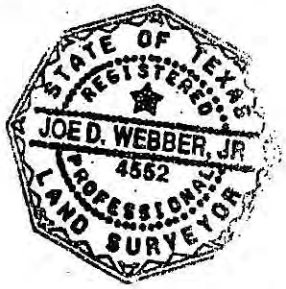
1. South 89°59'28" East, 133.34 feet to a 60d nail found for an angle point,
2. North 86°49'35" East, 154.69 feet to a ½-inch iron rod found for an angle point,
3. North 67°10'39" East, 262.56 feet to a 60d nail found for an angle point,
4. North 41°03'17" East, 55.73 feet to a ½-inch iron rod found for an angle point,
5. South 69°30'36" East, 38.70 feet to a ½-inch iron rod found for an angle point,
6. North 68°51'12" East, 501.36 feet to a ½-inch iron rod found for an angle point,
7. North 69°02'25" East, 350.15 feet to a 60d nail found for an angle point,
8. North 69°00'19" East, 382.72 feet to a 60d nail found for an angle point,
9. North 69°51'02" East, 300.04 feet to a 60d nail found for an angle point,
10. North 66°48'15" East, 43.20 feet to a ½-inch iron rod found for an angle point,
11. North 68°13'36" East, 47.85 feet to a ½-inch iron rod found for an angle point,
12. North 68°59'29" East, 802.00 feet to a ½-inch iron rod found at the southeasterly corner of said Tract 2 for an angle point,
13. North 69°00'42" East, 1,359.73 feet along the south line of a called 1.409-acre tract of land conveyed to the City of Georgetown and recorded under Document Number 2004025917 of the O.P.R.W.C.T. to a ½-inch iron rod found for an angle point,
14. North 68°25'09" East, 695.61 feet continuing along the south line of said 1.409-acre tract to a ½-inch iron rod found in the westerly line of a called 963.84-acre tract (Volume, 1813, Page 665, W.C.D.R.) conveyed to John F. Yearwood in Document number 9840749 O.R.W.C.T. for the northeast corner of said 230.589-acre tract,

THENCE, South 22°21'51" East, 532.46 feet to the **POINT OF BEGINNING** and containing a computed area of 1,013.527 acres (44,149,244 square feet) of land.

This metes and bounds description is accompanied by a boundary survey.

12.22.04

Joe D. Webber, Jr. Date
Registered Professional Surveyor
Texas Registration No. 4552



SURVCON INC.
400 W.15th Street
Austin, Texas 78701

JN: 630222-0001
November 16, 2004

METES AND BOUNDS DESCRIPTION
189.153 ACRES
PURCHASE TRACT - LOT 2
FREDERICK FOY SURVEY, A-229
WILLIAMSON COUNTY, TEXAS

Being 189.153 acres of land situated in the Frederick Foy Survey, A-229 of Williamson County, Texas and being a portion of that land as recorded in Document number 9558177 (Called Tract 4) Official Records of Williamson County Texas (O.R.W.C.T.); Said 189.153-acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/93 HARN Datum with all distances converted to surface by multiplying by the combined factor of 1.000143965. All coordinates are grid. Parenthetical designations refer to drawing tag labels in the accompanying drawing..

COMMENCING at ½-inch iron rod found marking the southwest corner of a tract of land a called 424.28-acre (remainder of 747.42 acres) tract of land conveyed to Ahmad Fakhr in Document number 9706311, O.R.W.C.T., and being located in the west line of the Berrell Eaves Survey, A-216;

THENCE, North 24°09'44" West, 98.13 feet along the west line of said Berrell Eaves Survey, A-216 to a ½-inch iron rod found (X=3,116,484.68, Y=10,239,122.54) for the **POINT OF BEGINNING.** Said point also being located at the intersection of the northerly line of a 20-foot wide Chisholm Trail Special Utility District (C.T.S.U.D.) release and Substitute Water Line ROW Easement and 10-foot Access Easement recorded in Document number 9615041, O.R.W.C.T.:

THENCE, along the line common with the northerly line of said C.T.S.U.D. Easement and the southerly line of the herein described tract the following two (2) courses:

1. South 88°24'44" West, 872.17 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." set for an angle point,
2. South 87°06'15" West, 365.78 feet to a point in the westerly line of said Tract 4 and the approximate centerline of Berry Creek.

THENCE, along the westerly line of Tract 4 called 425.964 acres tract of land and conveyed to Del Webb Texas Ltd as recorded under Document No. 9558177 of the O.R.W.C.T. Same being generally along the meanders of Berry Creek the following thirteen (13) courses:

1. North 03°34'43" West, 1,236.14 feet to an angle point,
2. North 22°43'42" West, 994.94 feet to an angle point,
3. North 55°57'51" West, 830.49 feet to an angle point,
4. North 53°30'25" West, 374.90 feet to an angle point,
5. North 58°25'25" West, 310.91 feet to an angle point,
6. North 53°05'25" West, 449.87 feet to an angle point,
7. North 42°25'25" West, 451.87 feet to an angle point,
8. North 36°10'25" West, 547.35 feet to an angle point,
9. North 17°05'19" West, 287.20 feet to an angle point,

10. North 19°20'56" West, 90.90 feet to an angle point,
11. North 05°54'37" East, 25.07 feet to an angle point,
12. South 84°03'10" East, 16.18 feet to an angle point,
13. North 01°47'23" West, 37.03 feet to an angle point.

THENCE, leaving the approximate centerline of Berry Creek and along the southerly bank of said Berry Creek the following five (5) courses:

1. North 72°59'37" East, 158.41 feet to a fence corner found for an angle point,
2. North 44°00'37" East, 439.37 feet to a fence corner found for an angle point,
3. North 27°39'37" East, 1,395.88 feet to a fence corner found for an angle point,
4. North 19°15'37" East, 581.96 feet to a fence corner found for an angle point,
5. North 00°56'37" East, 167.74 feet to a ½-inch iron rod found for the most northerly corner of said Tract 4 same being in the westerly line of said 424.28-acre tract.

THENCE, along the line common with the westerly line of said 424.28-acre tract and the easterly line of said Tract 4 the following two (2) courses:

1. South 21°34'23" East, 5,776.55 feet to a ½-inch iron rod found for an angle point,
2. South 24°09'44" East, 1,500.87 feet to the **POINT OF BEGINNING** and containing a computed area of 189.153 acres (8,239,518 Sq. Ft.) of land.

This metes and bounds description is accompanied by a boundary survey.

12.22.04

Joe D. Webber, Jr. Date
Registered Professional Land Surveyor
Texas Registration No. 4552

STATE OF TEXAS
REGISTERED
JOE D. WEBBER, JR.
4552
PROFESSIONAL
LAND SURVEYOR

SURVCON INC.
400 W.15th St.
Austin, Texas 78701

JN: 630222-001
November 16, 2004

Exhibit G

Sun City Georgetown Planned Unit Development Varied Standards for Subdivision Regulations and Unified Development Code

1. The standards and criteria set forth in this Exhibit G, including the additional standards in Exhibit G-1 and the roadway and utility specification in Exhibits G-2, G-3, G-4, G-5 and G-8, will be applicable to the development of the Project.

2. All streets within the Project are classified as "minor". Typical cross-sections and utility assignments for a minor arterial, a neighborhood collector, a residential collector and a local street are attached as Exhibits G-2, G-3, G-4 and G-5, respectively. Standard utility assignments for local streets are shown in the attached Exhibit G-8.

3. Del Webb is authorized to create non-standard private lots within the median of a public street to place manned entry houses or similar entry features near the entries to the Project on F.M. 2338 and on Highway 195. These entry features will eventually be located on non-standard private lots surrounded by public right-of-way, and will meet the requirements of Section 24032-D of the Subdivision Regulations. The private lots need not satisfy subdivision criteria for lot size and setbacks. The street designated as Texas Drive on the preliminary plat for Phase 1 of the Project will be allowed an alternative roadway section design that will be considered during the construction plan review, and will be considered during the construction plan review, and will be subject to the approval of the Director of Community Owned Utilities.

4. The Project will include an extensive network of walking trails, bike trails and/or sidewalks.

5. The City approves the use of 6-inch diameter fire leads in dead-end conditions of less than 600 feet in length (such as cul-de-sacs). A maximum of one fire hydrant may be located on a 6-inch diameter dead-end line.

6. Water lines in dead-end conditions may be smaller than 6 inches in diameter when not required for fire protection, and in no case shall they be less than 4 inches in diameter, unless approved by the City. Fire hydrants shall not be installed on lines that are smaller than 6 inches in diameter.

7. Del Webb is authorized to create non-standard lots within the Project for open space, golf course, buffer zones, karst features, and preserve areas. Del Webb will restrict these non-standard lots from any building construction. Del Webb or its successors or assigns is responsible for maintaining these non-standard lots. These non-standard lots may be final platted prior to the final platting of the adjoining streets shown on a preliminary plat.

8. The City approves block lengths that exceed the criteria for block lengths when the block includes creeks, natural drainageways, buffer zones, open spaces, and golf courses.

9. The City approves Del Webb's plans to preserve existing trees and vegetation within medians and public right-of-ways, and to supplement existing plant life with the planting of additional trees and vegetation in medians and public right-of-ways. Del Webb or its successors or assigns is responsible for landscape maintenance in medians and public right-of-ways within the Project.

10. Detailed landscape and irrigation plans for certain non-residential areas shall be required prior to detailed development plan approval and are not required prior to preliminary plat approval.

11. Detailed development plans are not required for single-family residences within the Project.

12. The City may review and approve Del Webb's detailed development plans and building permits for construction yards and construction staging areas, which are considered specially permitted uses within the R-P District of the Project, provided that Del Webb shall maintain ownership of these areas until access to these areas is provided through dedicated public right-of-way and all applicable Development Regulations have been satisfied. In lieu of meeting the landscape requirements of the Development Regulations for temporary construction yards and construction staging areas, Del Webb shall provide adequate buffering, taking into account existing vegetation and distance to residential areas from adjacent land uses, as approved by the Director of Development Services. Del Webb shall secure detailed development plans and building permits as necessary for development of the construction yards and construction staging areas. Del Webb agrees that any construction yards and construction staging areas within the Project shall not remain more than two years beyond the term of this Agreement.

13. The City approves the use of flag lots within the Project. Flag lots may utilize a 10-foot wide access or a shared 20-foot wide accessway between two lots.

14. Swimming pools constructed on residential lots shall be allowed within the required rear yard setback areas so long as they are located at least three (3) feet from the property line; no privacy fence shall be required, provided that fencing (which may be wrought iron or similar type fencing) shall be required to satisfy other city requirements regarding safety. *(Added by First Amendment to Development Agreement, 1-14-96, Doc. No. 9606700).*

Applicable Regulations		City	Del Webb
Subdivision Regulations	24060 Preliminary Plat Approval	Expires in 12 months	No expiration dates so long as Development Agreement in effect
UDC	3.08.050-J Preliminary Plat Approval	Expires in 18 months unless phased and each additional phase is 12 months	
Subdivision Regulations	33030 (Table 33030-A) Design Standards for Streets	Median not addressed for minor arterials	Allow median
UDC	12.03.020	Median not addressed for major collectors or lower streets	
Subdivision Regulations	33030-I Arterial Street Center Line Curve Radius	2000' min.	1200' min. with 45 m.p.h. design speed* * Sharper curve radii are approved for the F.M. 2338 entry feature area
UDC	12.03.020-B2 Arterial Streets	Curves in arterial streets shall be designed in accordance with the design speed standards in AASHTO Manual	
Subdivision Regulations	33030-J Collector Street Center Line Curve Radius	600' min.	300' min with appropriate speed limit designation
UDC	12.03.020-B3 Collector Street Curves	Curves in collector streets shall be designed in accordance with the design speed standards in AASHTO Manual	
Subdivision Regulations	33030-K Local Street Curves	250' min. radius, except for loop or partial loop streets	For loop, partial loop cul-de-sac streets, minimum radius to accommodate 30 m.p.h. design speed
UDC	12.03.020-B4 Local Street Curves	Curves in local streets shall be designed in accordance with the design speed standards in AASHTO Manual	

Applicable Regulations		City	Del Webb
Subdivision Regulations	33030-N Dead-End Streets Cul-de-sac Length	500' maximum length	Request for 800' to be reviewed for adequate fire flows and lot size
UDC	12.03.050-C5 Dead-End Streets	Prohibited except to permit extension of the street. Temporary turn-arounds shall be required where stub exceed one lot or 100 feet in length and signs shall be provided.	
UDC	12.03.020-B7 Cul-de-sac Length	No more than 200 ADT for any street longer than 200 feet Turn-arounds shall have a minimum paved radius of 50 feet for single-family and two-family and use 60' for other uses	
UDC	12.03.030 Local Street Connectivity Requirements	Requires interconnected street system to provide for adequate access for emergency and service vehicles; enhance walkability by ensuring connected transportation routes	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.040 Collector Street Connectivity Requirements	All collector-designated streets shall connect on both ends to an existing or planned collector or higher-level street.	Collector streets may terminate into local streets. Capacity requirements for collectors are met.

Applicable Regulations		City	Del Webb
UDC	Table 12.03.030 Street Connectivity Computation	Requires a connectivity ratio of 1.20	Waived in its entirety.
UDC	12.03.050-B3 Required Subdivision Access Points	Subdivisions of 300 lots or greater shall be required to provide four or more access points to the existing or proposed public roadway system	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.050-C Relation to Adjoining Street Systems	Provide connectivity to other neighborhoods existing streets in adjacent or adjoining areas shall be continued in the new development in alignment therewith	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.020 Landscape Easement Table and Diagram	A 5' landscape easement will be required along all Rights of Way (ROW)	Will provide open space lots preserving trees.
UDC	8.03 Street Trees	Street trees will be located in the landscape easement planted at one tree for every 50 feet	Will provide open space lots preserving trees.

Applicable Regulations		City	Del Webb
Subdivision Regulations	34020 E Easements	10' P.U.E. for all lots adjacent to public Rights of Way (ROW).	10' P.U.E. not required on minor arterial and neighborhood collector due to extra R.O.W. provided. Additional easements for electric service will be provided.
UDC	13.04.060 Easements	10' PUE required along all Rights of Way (ROW)	
UDC	13.02 Open Space	Parkland is required at a ratio of one acre for every 50 lots, fees are currently 250 per unit	Pay 1/2 of the required fees at the time of platting and get credit for open space, trails, and golf course for the other half of required parkland
Subdivision Regulations	33030-N Average Daily Trips on Cul-de-sac	200 Average Daily Trips (ADT)	No maximum
UDC	12.03.020B7b Permitted Cul-de-sacs	200 Average Daily Trips (ADT)	
Subdivision Regulations	33030-U (Table 33030-C) Street Lighting Standards	320 foot spacing	Along arterials and neighborhood collectors, placed at 320' intervals. In addition, street lights at intersections and at end of cul-de-sacs over 500' in length. Additional requested street lighting may be installed in the future at no expense to the City.
UDC	13.07.020 Street Lighting Standards	Required at all intersections and at 300 foot intervals	
Subdivision Regulations	33030-X Pedestrian Circulation/Sidewalks	Both sides of Arterials; one-side of collectors	Sidewalks on both sides or 8' wide sidewalks on one side for arterials and neighborhood collectors. No sidewalks required for residential collectors or local streets. A sidewalk along F.M. 2338 may be deferred until F.M. 2338 is widened at entry area or for ten (10) years from the date of approval of this Agreement by the City, whichever first occurs.
UDC	12.02.020 Sidewalk General Requirements	Both sides of all streets, as needed to provide access to commercial, employment areas, parks, greenways or streets	
Subdivision Regulations	33043 Spacing Between Driveways for Residential	125' min on collectors	No limit on residential collectors
	12.03.010-D5 Spacing Between Driveways for Residential	125' min on residential collectors	

Applicable Regulations		City	Del Webb
Subdivision Regulations	33043 Spacing Between Driveways for Non-residential	300' min on minor arterials	120' on minor arterials at golf course clubhouses
UDC	12.03.020 Spacing Between Driveways on Non-residential	Driveway separation based on posted speed of roadway	
Subdivision Regulations	33044 Spacing Between Driveways and Intersections for Residential Streets	60' min. on local streets	50' min. on local streets on same side as corner
UDC	12.03.010-C Spacing Between Driveways and Intersections for Local Streets	Separation from the corner no less than 50 feet	
Subdivision Regulations	33044 Spacing Between Driveways and Intersections	75' min. on collectors	50' min. on residential collectors on same side as corner
UDC	12.03.010-D Spacing Between Driveways and Intersections for Collector Streets	Separation from the corner no less than 125 feet	
Subdivision Regulations	33051-A General Design Standards/Off-Street Parking	Off-street parking spaces located behind front building	At Phase 1 clubhouses and sales pavilion, the City staff will work with Del Webb to achieve an optimum balance between the 25' front building line setback requirement and the preservation of tree and karst features.
UDC	6.03.040 Non Residential Lot Dimensions	Off-street parking spaces for non-residential uses are not allowed in the front setback only the side and rear of contiguous uses	
Subdivision Regulations	33056 Basic Off-Street Loading Regulations	1 space/buildings 5,000-19,000sq. ft.	1 space minimum/buildings over 5,000 sq.ft. with full food and beverage service.
UDC	9.05-C Off-Street Loading	As needed and will be the minimum size of 12 feet by 54 feet	
Subdivision Regulations	33057 (Table 33057) Parking Facilities Design	For parking pattern of 54°-74°, 22' two-way lane width; 9' (8.5') parking space width; 21' (16.5') parking space length For parking patterns of 54°-90°, landscaped islands not addressed	For parking patter on 54°-74°, 24' two-way lane width; average 9.5' parking space width; 20' parking space length For parking patterns of 54°-90°, parking spaces adjacent to landscaped islands may be 18' long
UDC	9.03.020 Parking Space and Parking Lot Design	All spaces shall be 9 feet by 18 feet and drive aisles must be 26 feet one way drive aisle widths vary on degree of parking	

Applicable Regulations		City	Del Webb
Subdivision Regulations	34010-C Block Length along arterial	1300' min.	600' min. to be considered on plat submittal
Subdivision Regulations	34020-B Lot Dimensions	Depth/width ratio between 2.5 and 1.5	No lot depth/width ratio
Subdivision Regulations	34020-C Lot Orientation	Lots facing each other increase width for lots when side abuts rear yard	No restriction on orientation
Subdivision Regulations	34020-C Double Frontage Lots	Not permitted adjacent to collector	Permit adjacent to collector streets (no access to collectors from such lots)
UDC	6.04.010-C Double Frontage Lots	May not have frontage on two non-intersecting local or collector streets, unless access is taken from the street of the lower classification	
Subdivision Regulations	Table 34020 Lot Sizes	6,000 sq. ft. min.	4,620 sq. ft. for zero lotline lots, no more that 300 lots to be developed (12.0% of remaining lots), 5,000 sq. ft. for cluster lots, no more than 525 lots to be developed (21.0% of remaining lots).
UDC	Table 6.02.030 Housing Type Dimensional Standards	5,500 sq. ft. minimum	
Subdivision Regulations	34020-E Impervious cover	40% max. for each lot	75% for cluster lots; 75% for zero lotline lots*; 65% for single family lots. (40% max. impervious cover in overall development)
UDC	11.02.010 Impervious Cover Limitations	50% maximum up to 65% if impervious coverage waivers are met. This is calculated on a Gross Site Area	
Subdivision Regulations	34020-E Building Coverage (maximum)	30%	50% for cluster lots; 70% for zero lotline lots*; 40% for single family lots. (30% max. building coverage in overall development)

Sun City proposed Lot Development

	Sub Regs	UDC	Sun City Cluster**	Sun City Zero Lotline**	Sun City Standard
Front	25′	20′	10′	10′	20′
Rear	20′	10′	5′	5′	20′
Corner Side	25′	10′	10′	0′/10′ ***	20′****
Side	5/10′	6′	5′	0′/10′	5′
Interior Side	5/10′	6′	5′	0′/10′	5′

*Cluster homes (lots) are detached, single-family product aimed at a market segment seeking a smaller lot with less yard maintenance, but not necessarily at the sacrifice of a larger home. The setbacks for the Cluster Lots have been established to create a pedestrian scaled street scene and more clustered relationship between adjoining homes. Surrounding openspace will offset the increased impervious and building coverage for individual lots. *(Revised by Eighth Amendment to Development Agreement, _____, Doc. No. _____.)*

*Zero Lotline homes (lots) are detached, single-family product aimed at a market segment seeking a smaller lot not at the sacrifice of a larger home. The homes will be oriented towards the side yard area, create unique outdoor living areas. Surrounding open space will offset the increased impervious and building coverage for individual lots. *(Added by Eighth Amendment to Development Agreement, _____, Doc. No. _____.)*

****Neighborhoods 1 through 10 and Neighborhood 12A.** For all residential properties within Neighborhoods 1 through 10 and Neighborhood 12A of Sun City Georgetown, as reflected in the final plats of such neighborhoods recorded in the Official Records of Williamson County, setback distances are to be measured to the outside face of the studs of the framed walls and any structural component, i.e. planter boxes that are constructed from the foundation up or along the face of the exterior wall surface into required front yards.

****All Neighborhoods Finally Platted Subsequent to Neighborhood 12A.** For residential properties within all other neighborhoods to be platted other than neighborhoods 1 through 10 and Neighborhood 12A, setback distances are to be measured in accordance with the City of Georgetown development standards in effect as of July 7, 1997, i.e. measured to the exterior face of the completed, finished wall to include stucco, brick, rock, man-made rock, wood siding and any structural component that is to be constructed from the foundation up or along the exterior wall surface. The roof overhang shall not extend more than twelve inches (12") into a required yard and ornamental features, i.e. planter boxes may be allowed up to twelve inches (12") into a required front yard as long as they are attached to the exterior wall and not an integral part of the wall starting with construction from the foundation. This measurement of setback distances should maintain consistency with the Zoning Ordinance of the City of Georgetown. *(Added by Second Amendment to Development Agreement, 9/23/97, Doc. No. 9743888.)* Air conditioning units are permitted within side lot setbacks.

***10' on street side to provide P.U.E. standards set above. *(Added by Eighth Amendment to Development Agreement, _____, Doc. No. _____.)*

****Note: On back-to-back corner lots only, 15' setback is allowed on secondary front setbacks. Driveways on back-to-back corner lots must take access from the 20' front yard.

ORDINANCE NO. 2021-41

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map for approximately 23.50-acres of land in the Burrell Eaves Survey, Abstract 216, generally located at 135 Sun City Blvd. to amend the existing Sun City Neighborhood 61 Planned Unit Development (PUD), to include attached single-family as a permitted use and increased allowable residential units; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

23.50 acres out of the Burrell Eaves Survey, Abstract No. 216, generally located at the southwest corner of SH 195 and Sun City Boulevard, 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 May 18, 2021, 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 May 25, 2021, 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 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 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 2. The PUD Development Plan for the Sun City Neighborhood 61 Planned Unit Development (PUD) is hereby amended as shown in ***Exhibit C*** (PUD Development Plan) and incorporated herein by reference.

Section 3. 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 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 25th day of May, 2021.

APPROVED AND ADOPTED on Second Reading on the 22nd day of June, 2021.

THE CITY OF GEORGETOWN:

Josh Schroeder
Mayor

ATTEST:

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney


CHERRY WOOD CT
TEN OAKS DR
OAK BREEZE CV
WOOD CV
SH 195
SH 195
CR 147
SUN CITY BLVD
OAK BRANCH DR
SUN CITY BLVD
SUN CITY BLVD
SUN CITY BLVD
MILL POND PATH
MILL POND PATH
GRANITE PEAK CV
TURTLE CREEK CV
HOLIDAY CREEK LN
CATTLEMAN DR
CHAMBERS CREEK CT
TRADINGHOUSE CREEK ST
GENTRY CREEK LN
HAYSTACK CREEK TRL
PAINT CREEK LN
CALHOUN LN
LONGVIEW LN
ROCKPORT ST
ARCHER LN
CATTLEMAN DR
LOCATION
2020-7-PUD
Exhibit #1
Site
Parcels
City Limits
Georgetown ETJ
N
0
250
500
Feet

Amendment 2
Sun City Texas
Neighborhood 61

City of Georgetown, Texas
PUD Planned Unit Development

Date: October 20, 2008
Amendment #1: March 26, 2009
Amendment #2: April 7, 2021

Applicant: Del Webb Texas Limited Partnership
1501 Sun City Boulevard
Georgetown, Texas 78628

Prepared by: SEC Planning, LLC.
4201 W Parmer Lane
Suite A220
Austin, Texas 78727
512.246.7003

Exhibit A

Sun City Texas, Neighborhood 61 Planned Unit Development

A. Purpose and Intent

The Neighborhood 61 PUD is composed of approximately 23.50 acres within the Burrell Eaves Survey, Abstract 216 Williamson County (See Exhibit B). The property is located within the land described by Exhibit "A" of the "EIGHTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH DEL E. WEBB CO., L.P., CONCERNING THE DEVELOPMENT OF SUN CITY TEXAS" dated May 30, 2006 (the "Eighth Amendment") and is subject to the Development Agreement between the City of Georgetown and Del Webb Texas Limited Partnership, dated February 14, 1995 as amended by Amendments One through Twelve (collectively, the "Development Agreement"). Pursuant to Section 4 of the Eighth Amendment, the City's Development Regulations in effect on November 1, 1999 govern this application and all other development approvals for the site.

The Applicant intends to design and develop a park that will include a softball field and fenced dog park within a 6.23 acre tract located along Sun City Boulevard, within Sun City Texas. The vision for the park is based upon creating an outdoor park and gathering area within the eastern portions of Sun City Texas. The park will include an approximately 1,000 square foot restroom and storage facility, a non-lighted softball field, and an enclosed dog park as well as associated parking. The park will enhance recreational opportunities and promote the active lifestyle that is synonymous with a Del Webb community.

The park will be governed by the CC&R's of Sun City Texas and made available to residents of Sun City Texas on the same basis as other common area facilities within Sun City.

Additionally, the Applicant intends to develop the remaining area of the PUD as a residential neighborhood. The neighborhood design, lot standards and residential product for the neighborhood will comply with the standards established in Exhibit G of the Development Agreement (Revised by City Council March 28, 2006). The future neighborhood will be consistent with and compliment the existing neighborhoods of Sun City Texas.

The contents of this PUD further explain and illustrate the overall appearance and function desired for this park as well as the residential neighborhood.

A Conceptual Development Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Development Plan is intended to serve as a guide to illustrate the general development vision and design concepts and is not intended to serve as a final document.

B. Conceptual Development Plan

Exhibit C attached is a conceptual development plan intended to visually convey the design intent for Sun City Texas, Neighborhood 61. The plan illustrates the design of the softball park and dog park that is a portion of the PUD. The design is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The parcel selected for the softball and dog park is immediately adjacent to the existing Community Gardens, along Sun City Boulevard. Currently, there is a median break at the access to the Community Gardens. Due to median break spacing requirements and the desire to create a cohesive park space, the design incorporates a shared drive and parking for the park. This is illustrated in Exhibit C.

The focal point of the park is the softball field and associated dugouts and bleachers. The facility will create a location for the residents of Sun City to enjoy organized softball games within the community. Along with the softball field, the park includes a dog park area. The dog park incorporates two separate enclosed areas. One area will be reserved for large dogs while the second will be reserved for small dogs.

Additionally, the park will include a small, approximately 1,000 square foot building. The building will contain restrooms and storage areas for equipment associated with the park. The building may also include a limited use kitchen that may be used for softball league gatherings or other resident events.

The creation of an outdoor gathering and entertaining space will also be critical to the design. An event lawn has been designed in close proximity to the building to host league events or other gatherings. The area will be a level event lawn.

Consistent with Exhibit C, the 17.27 acres east of the park will be a future residential neighborhood. The neighborhood will be designed in the future and generally match the design depicted on Exhibit C.

C. Allowable Uses

1. Softball and Dog Park

The 6.23 acre park may include the following uses:

- Multi-use Building (approximately 1,000 sq. ft.)
  - Limited use kitchen
  - Storage space(s)
  - Restrooms

- Storage Shed (approximately 400 sq. ft.)
  - Enclosed storage area for sports equipment storage

- Softball field (not lighted, for daytime play only)
  - Bleachers
  - Dugouts
  - Fencing
  - Scoreboard

- Enclosed dog park

- Outdoor walking trails

- Parking associated with the uses outlined above

2. Residential

The 17.27 acre residential component will include Single Family Attached Standard Lots as defined in Exhibit G of the Development Agreement (Revised by City Council March 28, 2006).

While the residential lot total will be determined during the preliminary plat process, the lot total within the PUD will not exceed 75 units. The Development Agreement established a not to exceed limit of 7,575 residential units within Sun City Texas. The residential lots proposed within the Neighborhood 61 PUD are included within the approved lot total for Sun City Texas.

The proposed residential lots within the Neighborhood 61 PUD (Single Family, Standard Lots) ensure that the overall Sun City Texas residential product mix limits and criteria established in Exhibit G of the Development Agreement are met.

D. Softball and Dog Park Standards

1. Scoreboard Guidelines

A scoreboard will be installed as part of the softball field as illustrated on Exhibit C. While the specific scoreboard has not been selected, it will be consistent with commercially available softball scoreboards. The scoreboard and mounting system will be designed with the following criteria:

- Maximum Height — 25 feet (from finish grade)
- Maximum Width — 25 feet
- Maximum Scoreboard Area — 400 square feet
- The scoreboard will be sited a minimum of 60 feet from any parcel line.

2. Outfield Fence

An outfield fence will be constructed as illustrated on Exhibit C. The fence will not exceed 6 ft. in height measured from finish grade on the softball field side of the fence.

3. Lot Configuration and Building Setbacks

The Conceptual Development Plan illustrates the site circulation and lot configuration. The park development plan is designed with the following building setbacks:

- Front 25 feet
- Rear 25 feet
- Side 10 feet

Circulation and parking design may encroach within the 25 foot front yard and 25 foot rear yard setbacks. In such instances, a minimum 10 foot landscape buffer will be established between the parking lot and public right-of-way and/or adjoining property line comply with section D.5, Parking Lot Landscaping Requirements of the PUD.

4. Parking Requirements

The Softball and Dog Park will comply with Table D.1, Parking Ratio of this PUD.

The park is immediately adjacent to the Sun City Texas Community Gardens. In association with the construction of the park, the Applicant will also construct paved parking on the Community Gardens lands as indicated on Exhibit C. The new parking area constructed within the Community Gardens (per Exhibit C) will be credited towards the parking requirements outlined within Table D.1, Parking Ratio below. The new parking area will not replace or be intended as a substitute for the existing parking areas within the Community Gardens.

Standard parking spaces shall be sized 10 feet wide by 18 feet long and may be reduced to sizes outlined in Table 7B, Parking Facilities Design of the 2001 City of Georgetown Zoning Ordinance if desired by the Applicant to increase the provided parking.

Table D.1 - Parking Ratio

SPECIFIC USE	GENERAL REQUIREMENT
Softball Field	30 spaces
Dog Park	10 spaces

5. Parking Lot Screening Requirements

It is the design intent to reduce the visual impact of parking areas from public right-of-ways. Therefore, screening will be incorporated into the landscape design, maintained at least 36 inches in height, and be achieved through one of the following methods:

a. Planting screens (hedge)
b. Masonry walls (not to exceed 6 ft in height, measured from finished grade)
c. Berming in naturalistic forms
d. Or a combination of any of the above along with trees

Live screening shall be capable of providing a solid 36-inch screen within two years, as determined by a landscape architect or other licensed professional. The hedge calculation shall be one (1) evergreen shrub per three (3) linear feet for parking frontage to be screened. In an effort to create naturalistic plant massing, screening shall be offset at least six (6) feet every 60 linear feet.

6. Parking Lot Landscaping Requirements

The development plan will achieve a landscape feel consistent with the other built amenity areas within Sun City Texas. In order to achieve this goal and create a campus like setting, parking within the PUD will be landscaped to the following standards:

a. Parking Lot Landscape Calculation
The parking lot landscape area requirements are based on the percentage of required parking located between the building façade and the street right-of-way: for the purpose of this PUD, 18 square feet of landscaping is required per parking stall.

7. Buffer Yard Requirements

a. A fifty feet (50') wide bufferyard shall be located along Oak Branch Drive. Twenty-five feet (25') of the bufferyard is an existing electrical easement immediately adjacent to the Oak Branch Drive right-of-way. Landscaping in this area shall be limited to turf, native wildflowers or similar low material. Within the remaining 25 feet (25'), two (2) shade trees, four (4) evergreen ornamental trees and five (5) each 5-gallon shrubs shall be planted per each 50 linear feet of bufferyard.

   Additionally, a six feet (6') tall masonry or fencrete wall may be installed along the internal edge of the buffer.

b. A minimum 25 feet (25') bufferyard shall be located along State Highway 195. As possible, existing vegetation within the bufferyard shall be preserved to retain the natural character along the roadway. Additionally,

two (2) shade trees, four (4) evergreen ornamental trees and five (5) each 5-gallon shrubs shall be planted per each 100 linear feet.

Additionally, a six feet (6') tall masonry or fencecrete wall shall be installed along the side and/or rear property lines adjacent to this buffer. In locations where residential lots are not located, the wall shall be installed at least 25 feet (25') from the State Highway 195 right-of-way.

Street Tree Requirements

As described above, the development plan has been designed to compliment the existing character of Sun City Texas. This design goal results in a design that minimizes impacts to existing areas of the site. Additionally, the development will be built consistent with the existing streetscape look and feel of Sun City Texas.

Therefore, per the goals outlined above, and consistent with the governing ordinances established in the Sun City Texas Development Agreement, street trees are not required along right-of way frontage adjoining the PUD.

9. Impervious Cover

The development plan will be designed within compliance of the impervious cover limitations outlined within the Eighth Amendment of the Sun City Texas Development Agreement. Exhibit G of the Development Agreement (Revised by City Council March 28, 2006) establishes a 40% maximum impervious cover in overall development.

10. Building Coverage

The development plan will be designed within compliance of the building coverage limitations outlined within the Eighth Amendment of the Sun City Texas Development Agreement. Exhibit G of the Development Agreement (Revised by City Council March 28, 2006) establishes a 30% maximum building coverage in overall development.

11. Building Height

Due to the multi-use building's proximity to Sun City Boulevard, the building will incorporate key architectural elements. The height of the building and all associated architectural elements will not exceed thirty five (35) feet as measured from the finish floor elevation.

12. Building Mass, Articulation, and Building Elements

In order to provide a look and feel consistent with the existing Sun City Texas community, the following building techniques shall be applicable at time of Site Plan review:

- Building Articulation - Building frontage greater than 100 feet in length shall have offsets, stepped back heights and roofs with regular width or varied wall surfaces.
- Building Materials/Color - Shall be consistent with the materials and colors used throughout the existing portions of Sun City Texas.
- Roof Types and Materials - Mansard roofs and canopies without a minimum vertical distance of six to eight feet and at an angle not less than 25 degrees, and not greater than 70 degrees.

Accessory buildings are not subject to review and compliance with building mass, articulation, and building element requirements.

13. Signage

The control and placement of signs is especially important to the aesthetic harmony of Sun City Texas. A critical component of a cohesive community is the sense of place and identity. Entry Signage associated with the Softball and Dog Park will be consistent with the Sun City Texas Master Sign Plan and existing signs within the community. The Master Signage Plan identifies a sign at the entry of the Community Gardens. Due to the fact that this entry is the only median break, it will function as a shared access for the Softball and Dog Park. Therefore, the approved sign at this location will include information related to the park.

Along with the entry sign, the PUD allows the use of the following signs as part of the park programming and use requirements:

- **Scoreboard Signs**
  Up to two (2) sponsorship signs may be placed within the 400 sq. ft scoreboard area identified in Section D.1.

- **Outfield Signs**
  Sponsorship signs may be incorporated along the outfield fence following the standards outlined below:

  - Not to exceed a total of 20 signs
  - Maximum Area 34 sq. ft.
  - Maximum Size 8 ft. x 4 ft., not to exceed height of outfield fence
  - All sponsorship signs must be located between the foul poles, facing towards home plate

- **Informational Signs**
  Informational signs may be placed throughout the park as necessary by the applicant. The use of such signs may include but not be limited to posting operating hours and dog park rules. Such signs may be placed by the Applicant so long as they meet the following guidelines:

  - Maximum Area 6 sq. ft.

- Maximum Size 2 ft. x 3 ft., not to exceed 4 ft. in height measured from finished grade
- Contain no advertizing for organizations unless directly associated with Sun City Texas

Residential Standards

1. **Residential Lot Total**

   The residential lot total established within the Neighborhood 61 PUD will not exceed 75 residential units.

2. **Residential Lot Sizes**

   At the time of preliminary plat submittal all residential lots within the PUD will be designed to comply with the minimum lot size outlined in Exhibit G of the Development Agreement (Revised by City Council March 28, 2006).

3. **Residential Buffer**

   A 15 foot (15') buffer will be provided between the Softball & Dog Park boundary and the residential neighborhood. The buffer will provide screening of the park from the neighborhood. Screening will be achieved through one of the following methods:

   c. Preservation of existing vegetation
   d. Planting screens (hedge)
   e. Solid screen walls
   f. Berming in naturalistic forms
   g. Or a combination of any of the above along with trees

4. **Residential Lot Building Setbacks**

   All residential lots designed within the PUD will be designed to comply with the building setbacks outlined within Exhibit G of the Development Agreement (Revised by City Council March 28, 2006) for Standard Lots as follows:

Front	20 ft.
Rear	20 ft.
Corner Side	20 ft.
Side	5 ft.

5. **Impervious Cover**

   The impervious cover limitations will comply with the lot development standards established in Exhibit G of the Development Agreement (Revised by City Council March 28, 2006). The standard is 65% impervious cover on a per single family lot basis with a 40% maximum for the overall development.

Building Coverage

The building coverage limitations will comply with the lot development standards established in Exhibit G of the Development Agreement (Revised by City Council March 28, 2006). The standard is 40% building coverage on a per single family lot basis with a 30% maximum for the overall development.

7. Signage

The control and placement of signs is especially important to the aesthetic harmony of Sun City Texas. A critical component of a cohesive community is the sense of place and identity. All signage associated with the neighborhood entrance will be consistent with the Sun City Texas Master Sign Plan and existing signs within the community.

8. Roadways

Horizontal design and street cross sections will be designed within compliance with those outlined within Exhibit G of the Development Agreement.

9. Public Neighborhood Parks

In accordance with the Development Agreement, public parks are not required within the neighborhood.

10. Public Facilities

There are no public facilities, i.e., schools or fire station within the residential portion of the PUD.

EXHIBIT B
Field Notes

METES AND BOUNDS DESCRIPTION
OUT OF THE BURRELL EAVES SURVEY, ABSTRACT NO. 216
WILLIAMSON COUNTY, TEXAS

Being 23.502 acres (1,023,748 sq. ft.) of land situated in the Burrell Eaves Survey, Abstract Number 216 of Williamson County, Texas and being a portion of the remainder of a called 753.350 acre, 0.054 acre and 310.706 acre tract, as recorded in Document Number 9558177 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and all of Lot "A" of the Sun City Texas, P.U.D., Softball Field and Dog Park in Neighborhood Sixty-One plat, as recorded in Cabinet "GG", Slides 94-96, O.P.R.W.C.T. Said 23.502 acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/93 HARN Datum with all distances shown hereon converted to surface values by multiplying by the combined scale factor of 1.000143965.

POINT OF BEGINNING, being a 4-inch brass disk TXDOT type II monument found for the Northwest corner of Parcel 106, Part 1 of State Highway 195, as described in Document Number 2012000772, O.P.R.W.C.T., same being a point being in the south Right-of-Way line of Oak Branch Drive (80.00-foot right-of-way), as dedicated by plat recorded in Document Number 9646894, O.P.R.W.C.T., and in Cabinet "N" slides 231-232, Plat Records of Williamson County, Texas (P.R.W.C.T.).

THENCE, along the said new Right-of-Way line of Parcel 106, Part 1, the following five (5) courses:

1. South 75°27'04" East, distance of 37.41 feet to a 4-inch brass disk TXDOT type II monument found;
2. South 49°43'10" East, a distance of 361.75 feet to a 4-inch brass disk TXDOT type II monument found;
3. South 50°24'00" East, passing at 134.21 feet a point for the north corner of Parcel 106E, as recorded in Document Number 2012000773, O.P.R.W.C.T., continuing an additional 90.00 feet passing a point for the east corner of said Parcel 106E; continuing an additional 25.00 feet, in all a Total Distance of 249.21 feet to a 4-inch brass disk TXDOT type II monument found;
4. South 52°08'47" East, a distance of 482.67 feet to a 4-inch brass disk TXDOT type II monument found for a point curvature;
5. 160.30 feet along the arc of a curve to the left, having a Radius of 11,579.16 feet, a Central angle of 00°04'36", a Chord bearing of South 50°45'47" East, and a chord distance of 160.30 feet, to a 4-inch brass disk TXDOT type II monument found for a point in the North Right-of-Way line of Sun City Boulevard (120.00-foot right-of-way), as dedicated by Plat of Planned Unit Development of Sun City Boulevard "Extension" (East), as recorded in Cabinet "FF", slides 171-173, P.R.W.C.T.;

THENCE, along the north Right-of-Way line (120.00-foot R.O.W.) of said Sun City Boulevard the following four (4) courses:

1. South 69°07'20" West, a distance of 365.70' to a 1/2-inch iron rod with "SURVCON INC." cap found for a point of curvature;
2. 249.36 feet along the arc of a curve to the right, having a Radius of 1200.00 feet, a Central angle of 11°54'21", a Chord bearing of South 75°04'31" West, and a chord

distance of 248.86 feet, to a 1/2-inch iron rod with "SURVCON INC." cap found for a point of tangency;

3. South 81°01'41" West, passing a 1/2-inch iron rod with "SURVCON INC." cap found at a distance of 442.25 feet for the southeast corner of Lot "A", Final Plat of Planned Unit Development of Sun City, Texas, Softball Field & Dog Park in Neighborhood Sixty-One, as recorded in Cabinet "GG", Slides 94-96, P.R.W.C.T. and continuing 255.62 feet, for a total distance of 697.87 feet to a 1/2-inch iron rod with "SURVCON INC." cap found for a point of curvature;
4. 447.92 feet along the arc of a curve to the left, having a Radius of 1260.00 feet, a Central angle of 20°22'06", a Chord bearing of South 70°50'38" West, and a chord distance of 445.57 feet, to a 1/2-inch iron rod with "SURVCON INC." cap found for the southwest corner of said Lot "A";

THENCE, North 29°20'27" West, departing the northerly line of said Sun City Boulevard, with a westerly line of said Lot "A", a distance of 133.28 feet to a 1/2-inch iron rod with "SURVCON INC." cap found for a northwest corner of said Lot "A";

THENCE, North 67°11'43" East, with a northerly line of said Lot "A", a distance of 258.59 feet to a 1/2-inch iron rod with "SURVCON INC." cap found for an "ell" corner of said Lot "A";

THENCE, North 22°48'17" West, with a westerly line of said Lot "A", a distance of 411.46 feet to a 1/2-inch iron rod with "SURVCON INC." cap found for the northernmost northwest corner of said Lot "A", said point being on the southerly right-of-way line of Oak Branch Drive (80' right-of-way) as per the plat of Shady Oaks Estates, Section One, as recorded in Cabinet "N", Slide 231, P.R.W.C.T.;

THENCE, along the line common to the southerly right-of-way line of said Oak Branch Drive (80.00-foot right-of-way) and the northerly lines of said Lot "A" and the remainder of said 753.35 acre, 0.054 acre and 310.706 acre tracts, the following three (3) courses;

1. North 63°07'24" East, a distance of 262.16 feet to a 1/2-inch iron rod with "SURVCON INC." cap found to a point of curvature;

2. 102.27 feet along the arc of said curve to the left, passing a 1/2-inch iron rod with "SURVCON INC." cap found at the northeast corner of said Lot "A", continuing 129.28 feet along the arc of said curve to the left, having a total arc distance of 231.55 feet, having a radius of 465.61 feet, through a central angle of 28°29'38", a chord bearing of North 48°32'25" East and a chord distance of 229.7 feet to a point for a computed point of tangency from which a 1/2-inch iron rod with "SURVCON INC." cap found bears South 38°34'01" West, a distance of 5.76 feet;
3. North 34°32'24" East, a distance of 465.24 feet, to the POINT OF BEGINNING and containing a computed area of 23.502 acres of land.

EXHIBIT C

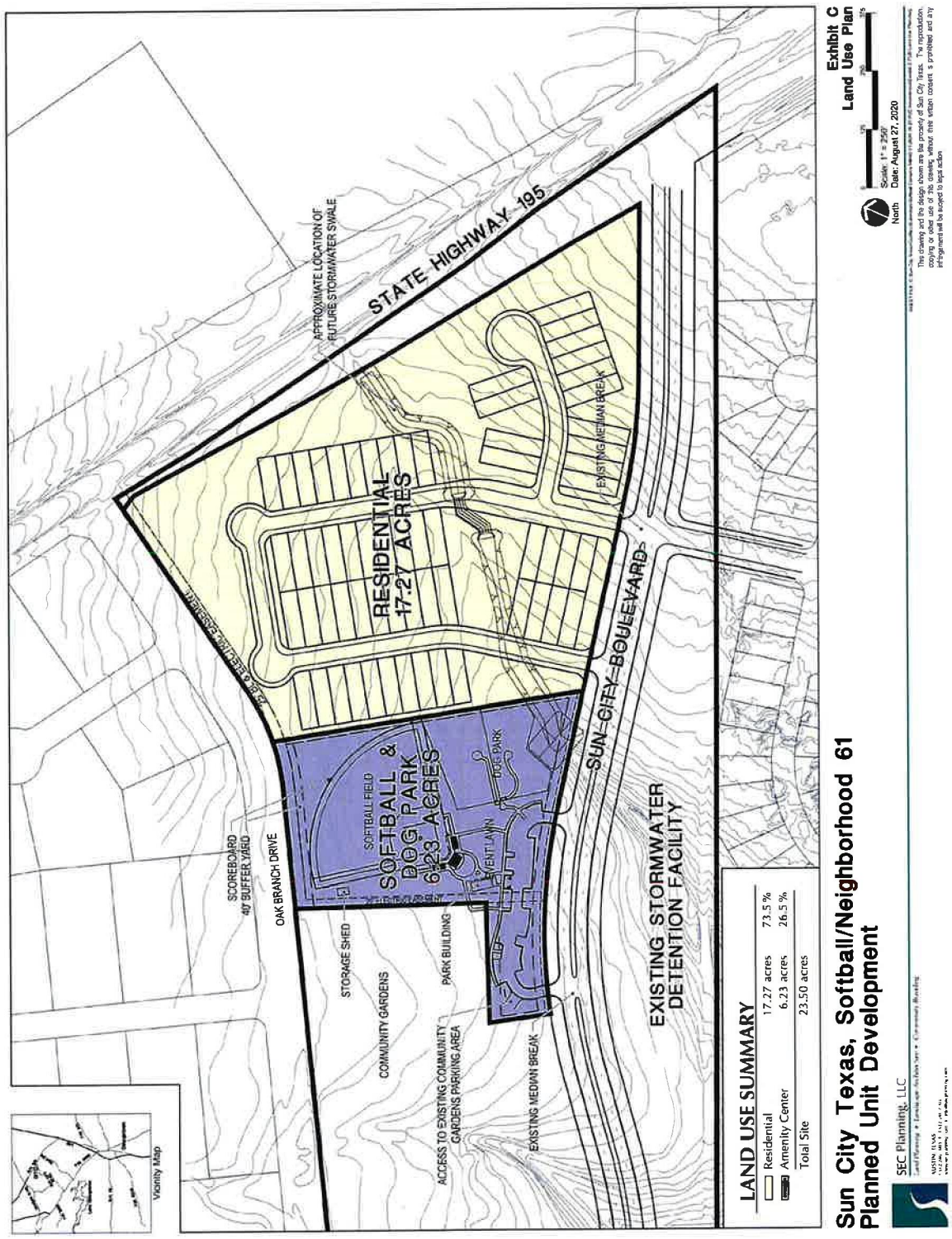


Exhibit C
Land Use Plan
Scale: 1" = 250'
North
Date: August 27, 2020
Sun City Texas, Softball/Neighborhood 61
Planned Unit Development
SEC Planning, LLC
LAND USE SUMMARY
Residential 17.27 acres 73.5 %
Amenity Center 6.23 acres 26.5 %
Total Site 23.50 acres
STATE HIGHWAY 195
APPROXIMATE LOCATION OF FUTURE STORMWATER SWALE
RESIDENTIAL 17.27 ACRES
SOFTBALL & DOG PARK 6.23 ACRES
SOFTBALL FIELD
DOG PARK
VENT LAWN
EXISTING MEDIAN BREAK
SUN CITY BOULEVARD
EXISTING STORMWATER DETENTION FACILITY
SCOREBOARD 40' BUFFER YARD
OAK BRANCH DRIVE
STORAGE SHED
COMMUNITY GARDENS
PARK BUILDING
ACCESS TO EXISTING COMMUNITY GARDENS PARKING AREA
EXISTING MEDIAN BREAK
Vicinity Map

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Second Reading - Serenity Ranch ETJ MUD

SUGGESTED ACTION:
Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas, approving the "Consent Agreement" between the City and CR 150 QOZB, LP, a Delaware Limited Partnership, consenting to the creation of an ETJ Municipal Utility District over approximately 112 acres of land generally situated 1 mile east of IH35, with a small portion of the proposed district's northern boundary situated adjacent to County Road 150 -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
CR 150 QOZB, LP, a Delaware limited partnership owns approximately 112.21 acres of land in Williamson County, Texas, recorded in the Official Public Records as Document No. 2023083026. The land lies approximately one mile east of IH 35 between County Road 150 and Grove Lane, is not contiguous to the City limits, is within the City's ETJ, is within the City's retail wastewater service area, is within the certified retail water service boundaries of Jonah Water Special Utility District's water Certificate of Convenience and Necessity, is within the certificated retail electric service boundaries of the Pedernales Electric Cooperative's electric CCN, and is within the jurisdictional boundaries of Emergency Services District No. 8.

The Developer filed a Creation Petition on or about October 2, 2025, requesting the City's consent to create one municipal utility district over the Lane, and to develop on the Land a subdivision having a mix of Multifamily, High-Density/Town Home, Medium Density, and Low Density residential development, approximately 30,000 square feet of Commercial/Retail space, 15.4 Acres of Private Parkland with Public Access, Trails, Open Space Areas, Amenity Center Improvements, and associated roadway and drainage improvements, in a subdivision to be called "Serenity Ranch".

FINANCIAL IMPACT:
None to the City.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
ORD - Serenity MUD - Consenting to MUD Creation and Approving CA.pdf
Serenity Ranch Presentation (11-10-26).pdf
Serenity Ranch Presentation.2nd reading.pdf
Serenity Ranch CA and Exhibits.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A "CONSENT AGREEMENT" BETWEEN THE CITY AND CR 150 QOZB, LP, CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT IN THE CITY'S EXTRATERRITORIAL JURISDICTION OVER APPROXIMATELY 112.21 ACRES OF LAND SITUATED APPROXIMATELY ONE MILE EAST OF IH-35 BETWEEN COUNTY ROAD 150 AND GROVE LANE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, CR 150 QOZB, LP, a Delaware limited partnership ("Developer") owns approximately 112.21 acres of land in Williamson County, Texas, more particularly described in that certain General Warranty Deed dated October 2, 2023 from REALMAC, Ltd., a Texas limited partnership, to Developer, recorded in the Official Public Records of Williamson County, Texas as Document No. 2023083026 (the "**Land**").

WHEREAS, the Land lies approximately one mile east of IH 35 between County Road 150 and Grove Lane, is not contiguous to the City limits, is within the City's extraterritorial jurisdiction ("**ETJ**"), is within the City's retail wastewater service area, is within the certificated retail water service boundaries of Jonah Water Special Utility District's water Certificate of Convenience and Necessity ("**CCN**"), is within the certificated retail electric service boundaries of the Pedernales Electric Cooperative's electric CCN, and is within the jurisdictional boundaries of Emergency Services District ("**ESD**") No. 8.

WHEREAS, on or about October 2, 2025 Developer filed a Creation Petition with the City Secretary's office requesting the City's consent to create one (1) municipal utility district over the Land, and to develop on the Land a subdivision having a mix of Multi-Family, High-Density/Town Home, Medium Density, and Low Density residential development, approximately 30,000 square feet of Commercial/Retail space, 15.4 Acres of Private Parkland with Public Access, Trails, Open Space Areas, Amenity Center Improvements, and associated roadway and drainage improvements, in a subdivision to be called "Serenity Ranch."

WHEREAS, Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code require the City's written consent to create a municipal utility district within a city's ETJ.

WHEREAS, the purpose of the Consent Agreement is to set out the mutually agreeable terms and conditions relating to the creation and operation of the District, development of the Land, and provision of certain utility and other services to customers on the Land. This Agreement is an essential element of the granting of the City's consent to creation of the District.

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

Section 1. The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference as if set forth in full, and are adopted as part of this Ordinance for all purposes.

Section 2. The City Council hereby approves the Consent Agreement attached to this Ordinance in the form attached to this Ordinance as Attachment 1, which memorializes the terms of the City Council's written consent to the creation of a Municipal Utility District in the City's ETJ over approximately 112.21 acres of land generally situated one mile east of IH 35 between County Road 150 and Grove Lane.

Section 3. 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 4. If any provision of this Ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this Ordinance and the Consent Agreement attached as Attachment 1, 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.

PASSED AND APPROVED on First Reading on the _____day of _____, 2026.

PASSED AND APPROVED on Second Reading 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

Attachments:

Attachement 1: Consent Agreement (and Exhibits thereto)

ATTACHMENT 1
(Consent Agreement and Exhibits)

Serenity Ranch ETJ MUD

Consent to Creation & Consent Agreement

November 10, 2026

Nick Woolery, Assistant City Manager

GEORGETOWN TEXAS

Project Timeline

4/12/2024: MUD Declaration of Intent was submitted to the City

7/23/2024: First Council Workshop was held to discuss the project and City Council expressed support for staff to negotiate a MUD Consent Agreement

10/27/2026: Public Hearing and Consent to Creation


BERRY CREEK DR
BRIARCREST DR
BERRY CREEK DR
SH 195 EB
SH 195 WB
N IH 35 NB
INDIAN MOUND RD
SH 195
EXIT 266 SB
ENTR 267 NB
ENTR 266 SB
N IH 35 NB EXIT TO SH 195 NB
Serenity Ranch MUD
MILLER HILL RD
GROVE LN
CR 152
HANWHA DR
MARKET ST
SANALOMA DR
AIRPORT RD
N IH 35 SB
N IH 35 FWY SB
WILLIAM SCOTSMAN
SIENA PEAK DR
ENTR 265 SB
N IH 35 FWY NB
SH 130 TOLL
TITAN DR
VELOCITY
BREELYN LN
PINNACLE TBD 15
PINNACLE TBD 17
PINNACLE TBD 12
0.3mi

Agreement Major Components

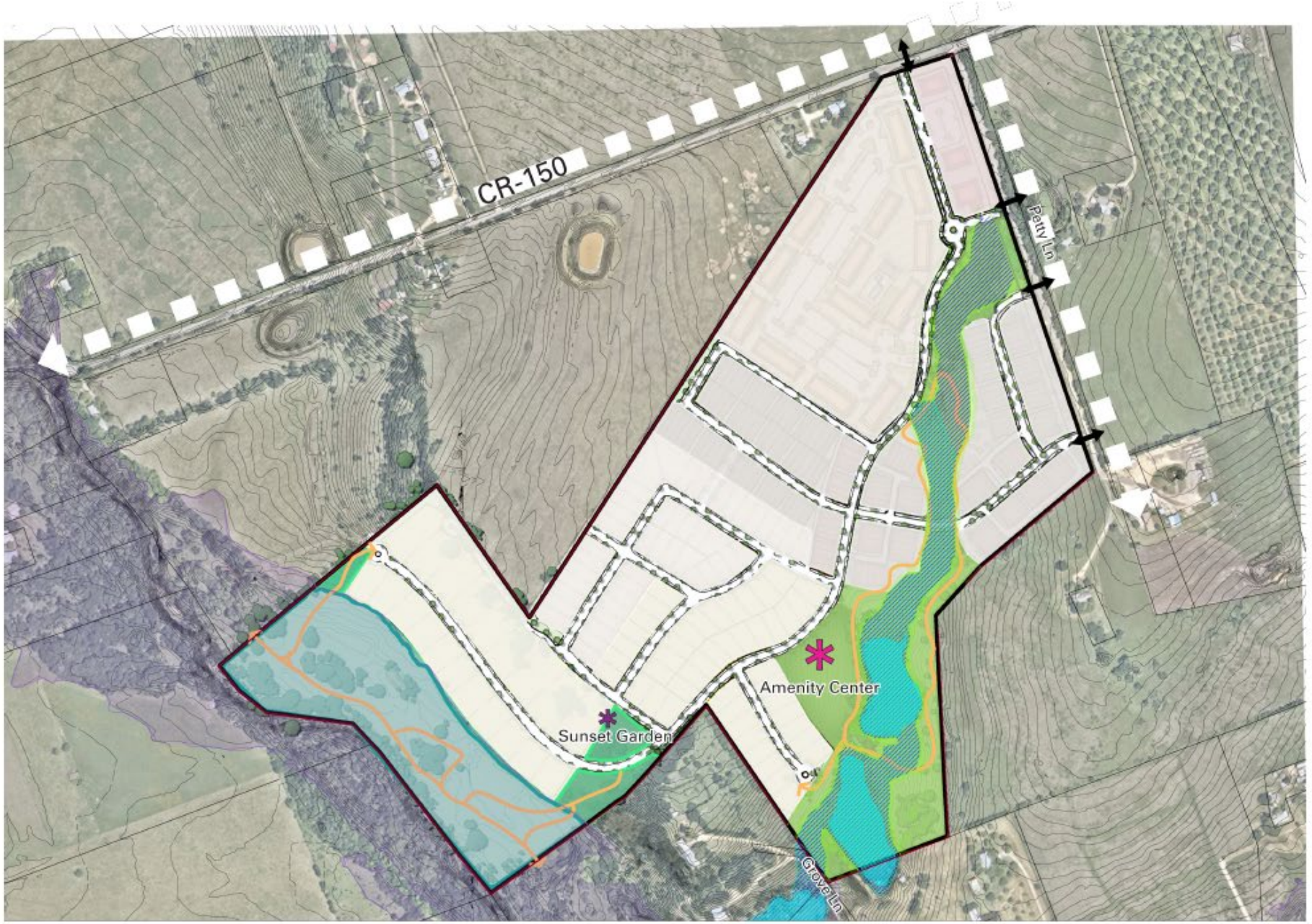
- MUD Debt / Tax Rate Regulation
- Public Parkland Improvements
- Architectural / Design Standards
- Transportation Improvements
- Water Infrastructure
- Wastewater Infrastructure
- Master Development Fee
- HOA Requirements

MUD Consent Agreement
MUD Bond / Tax Rate Requirements

- **Authorized purposes in which MUD bonds may be issued for:**
  - Wastewater Infrastructure
  - Drainage Infrastructure
  - Roadway Infrastructure
  - Parks and Recreation Facilities
- **MUD Bond Restrictions**
  - The maximum MUD bond maturity shall be no greater than 25 years from each bond issuance
  - MUD shall have 12 years from the first issuance to issue all bonds
- **MUD Maximum Tax Rate**
  - District shall be required to maintain a combined debt service and maintenance/operation tax rate at no more than $0.95 per $100 in assessed valuation

MUD Consent Agreement
Parks, Trails & Amenities

- **Parkland Requirements**
  - 15.4 acre private parkland open to the public
  - Pedestrian and bike trails connecting open space to public parkland
  - Generally required to be 10' wide
  - Owned and maintained by HOA
- **Amenity Center**
  - 2.2 acres to be completed during phase 3
  - Owned and maintained by HOA



Legend

Private Parkland with Public Access: (outside the floodplain)	±2 ac
Private Parkland with Public Access: (inside the floodplain)	±13.4 ac
Open Space & Amenity:	±18.7 ac

Trails *

Sunset Garden

Amenity Center:
Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)

Pape Dawson Calculated Floodplain

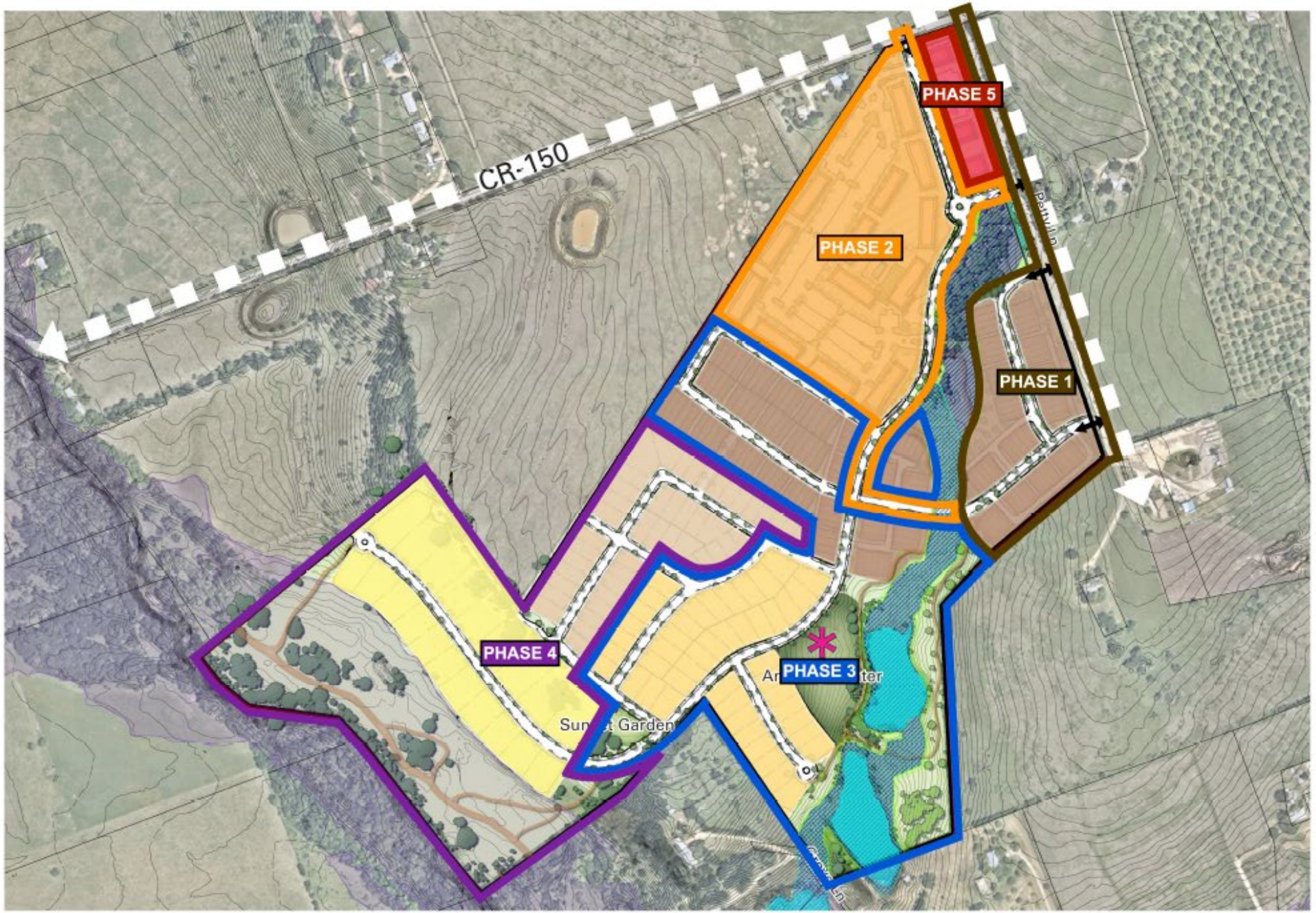
Drainage facilities

notes:

*Sidewalks to be provided as part of the street ROW. Trail locations are generally depicted and will be finalized as part of the Site Plan.

MUD Consent Agreement
Land Use & Development

- **Phasing Plan**
  - MF Residential will be concurrent with horizontal development of Phase 3
  - No vertical development of MF Residential until Phase 1 horizontal development complete
  - Medium Density Residential, Low Density Residential, and Commercial Development after completion of Phase 1 and 2 roadway improvements
- **UDC Compliance**
  - Development shall comply with the new adopted Unified Development Code, except in the instances specifically called out within the agreement
- **Master Development Fee**
  - 8% of each bond issuance



Legend

PHASE 1

- High Density/Town Home Residential Development
  +/- 59 Units
- Petty Lane Improvements
- Petty Lane Entry Road Phase 1 Improvements
- County Road 150/Petty Lane Intersection Improvements

PHASE 2

- Multi-Family Residential Development
  +/- 300 Units
- County Road 150 Phase 2 Improvements
- Petty Lane Entry Road Phase 2 Improvements
- County Road 150 Driveway Improvements

PHASE 3

- High Density/Town Home Residential Development
  +/- 101 Units
- Medium Density Residential Development
  +/- 46 Lots
- Amenity Center Attributes
  Multi-Sport Court
- Private Parkland with Public Access Attributes
  Sunset Garden and Trails

PHASE 4

- Medium Density Residential Development
  +/- 45 Lots
- Low Density Residential Development
  +/- 20 Lots
- Amenity Center Attributes
  Swimming Pool and Restrooms
- Private Parkland with Public Access Attributes
  Trails

PHASE 5

- Commercial Development
  +/-30,000 RSF

MUD Consent Agreement
Land Use & Development

Lot Mix	
Housing Type / Lot Size	**Percentage**
Multi-Family	300 units
Townhomes- front loaded	33%
Townhomes- rear loaded	26%
50' Wide Single Family Lots	17%
60' Wide Single Family Lots	17%
100' Wide Single Family Lots	7%



Legend

	Proposed retail :	±3 acres ± 30,000 RSF
	Proposed multifamily :	±15 acres ± 300 units
	Proposed townhomes:	±160 units
	(Front Load ±90 units)	
	(Rear Load ±70 units)	
	Proposed 50' Lots :	±45 lots
	Proposed 60' Lots :	±46 lots
	Proposed 100'+ Lots :	20 lots
	Total Single Family & TH:	**±271lots**

- Sunset Garden
- Amenity Center:
  Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)
- Pape Dawson Calculated Floodplain
- Floodplain

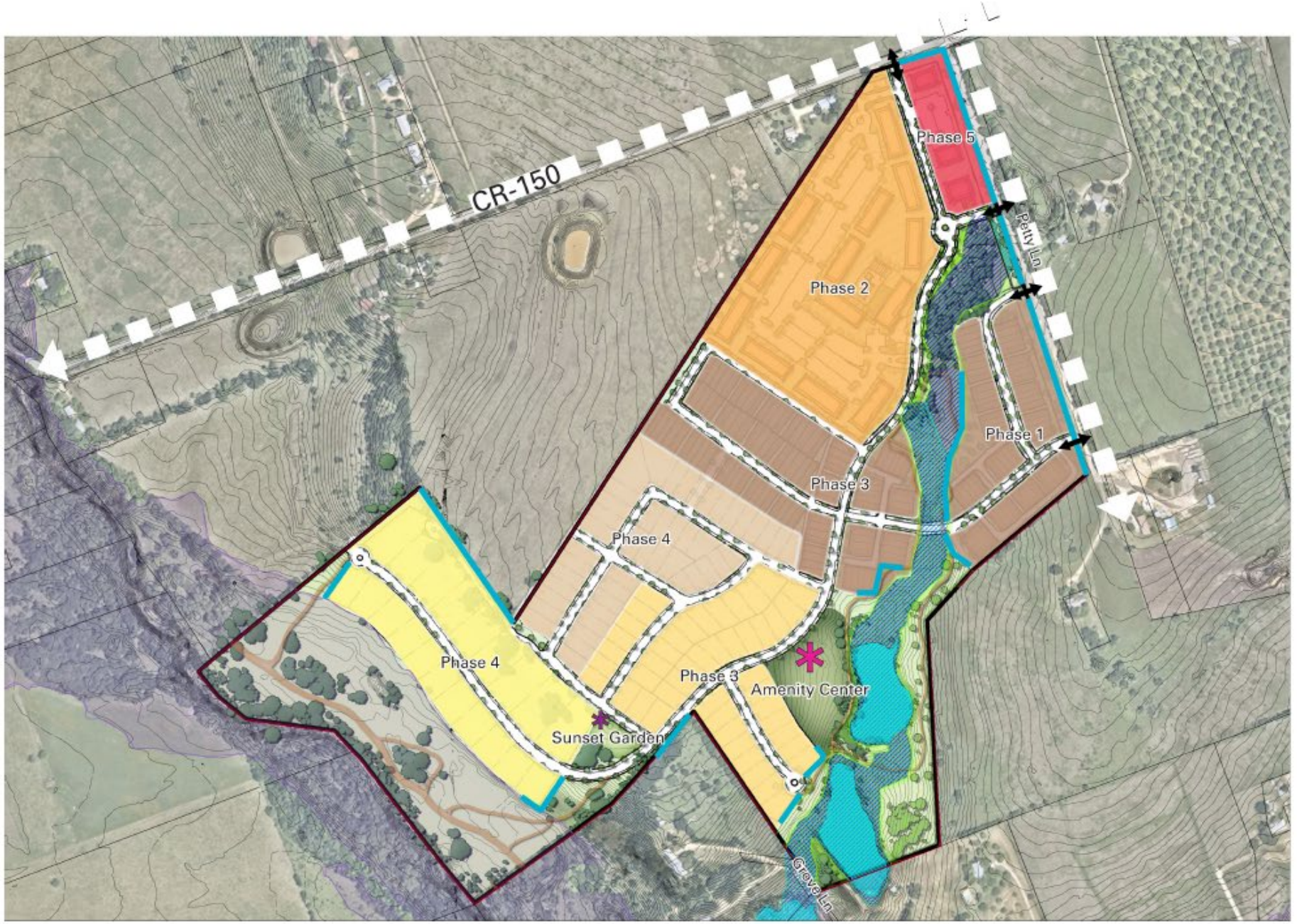
MUD Consent Agreement
Land Use & Development

- **HOA Requirement**
  - Prior to the first sale of a lot, Developer is required to record a Master Covenant, which sets forth the creation and perpetual existence of an HOA and requirement for perpetual maintenance of all improvements required to be maintained per this agreement that are not maintained by the District
- **Entry Monumentation**
  - At primary entrance off Petty Lane
  - Neighborhood Collector level road
- **Drainage facilities owned and maintained by District or HOA**
- **Developer restricted from selling MF land to a tax-exempt PFC or HFC**

MUD Consent Agreement
Land Use & Development

- **Architectural and Masonry Requirements**
  - 100% masonry on non-residential buildings
  - 75% masonry on all residential fronts, first floor of sides and back, and all sides facing a street or parkland
  - Enhanced front elevation articulation

- **Walls and Fencing Requirements**
  - Masonry walls required to separate residential areas from:
    - Petty Lane entry road
    - Open space areas
    - Amenity center site
    - Private parkland
    - Drainage Facilities



Legend

	Proposed retail :	±3 acres ± 30,000 RSF
	Proposed multifamily :	±15 acres ± 300 units
	Proposed townhomes:	±160 units
	(Front Load ±90 units)	
	(Rear Load ±70 units)	
	Proposed 50' Lots :	±45 lots
	Proposed 60' Lots :	±46 lots
	Proposed 100'+ Lots :	20 lots
	Total Single Family & TH:	**±271lots**

Sunset Garden

Amenity Center:
Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)

Pape Dawson Calculated Floodplain

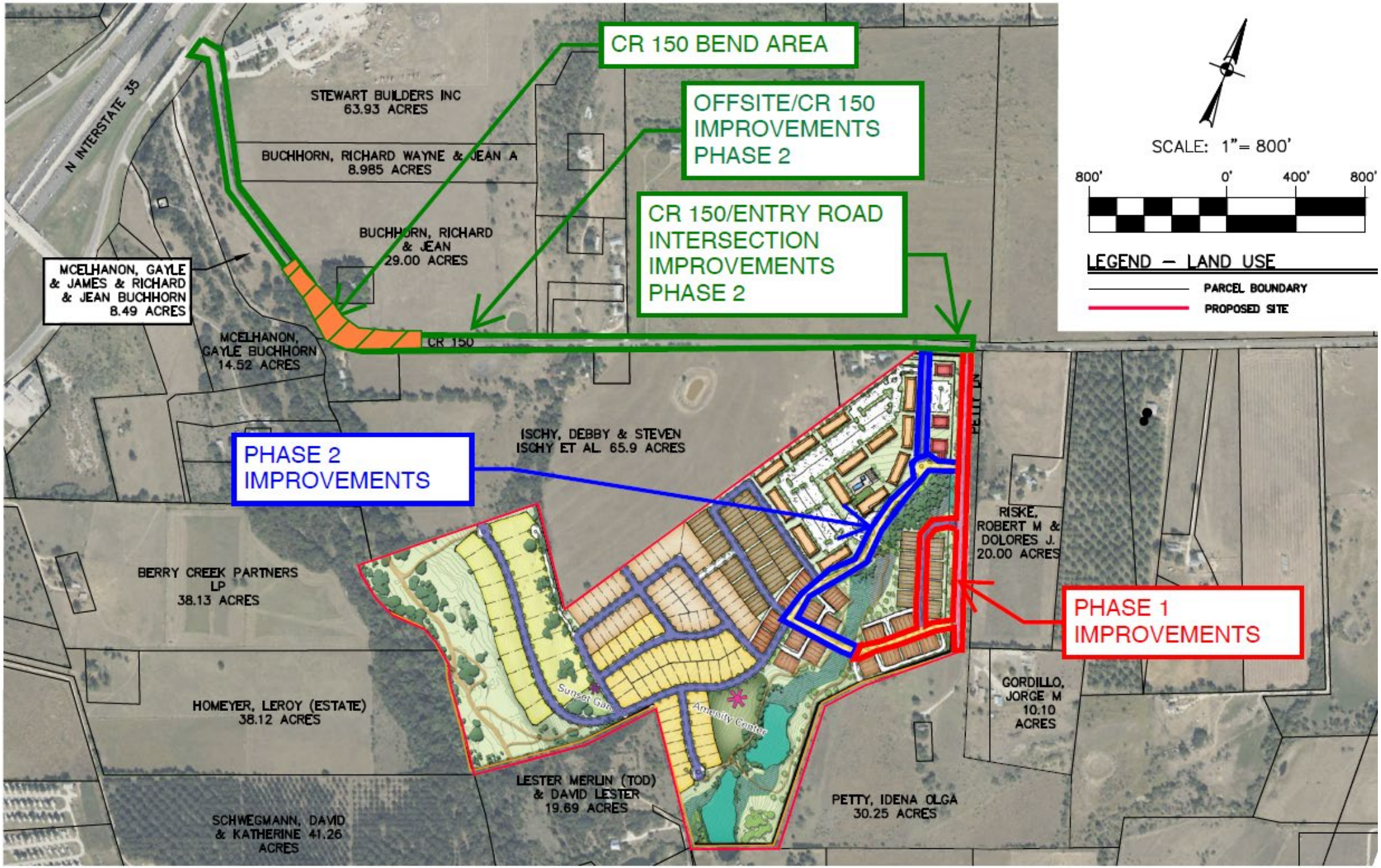
Floodplain

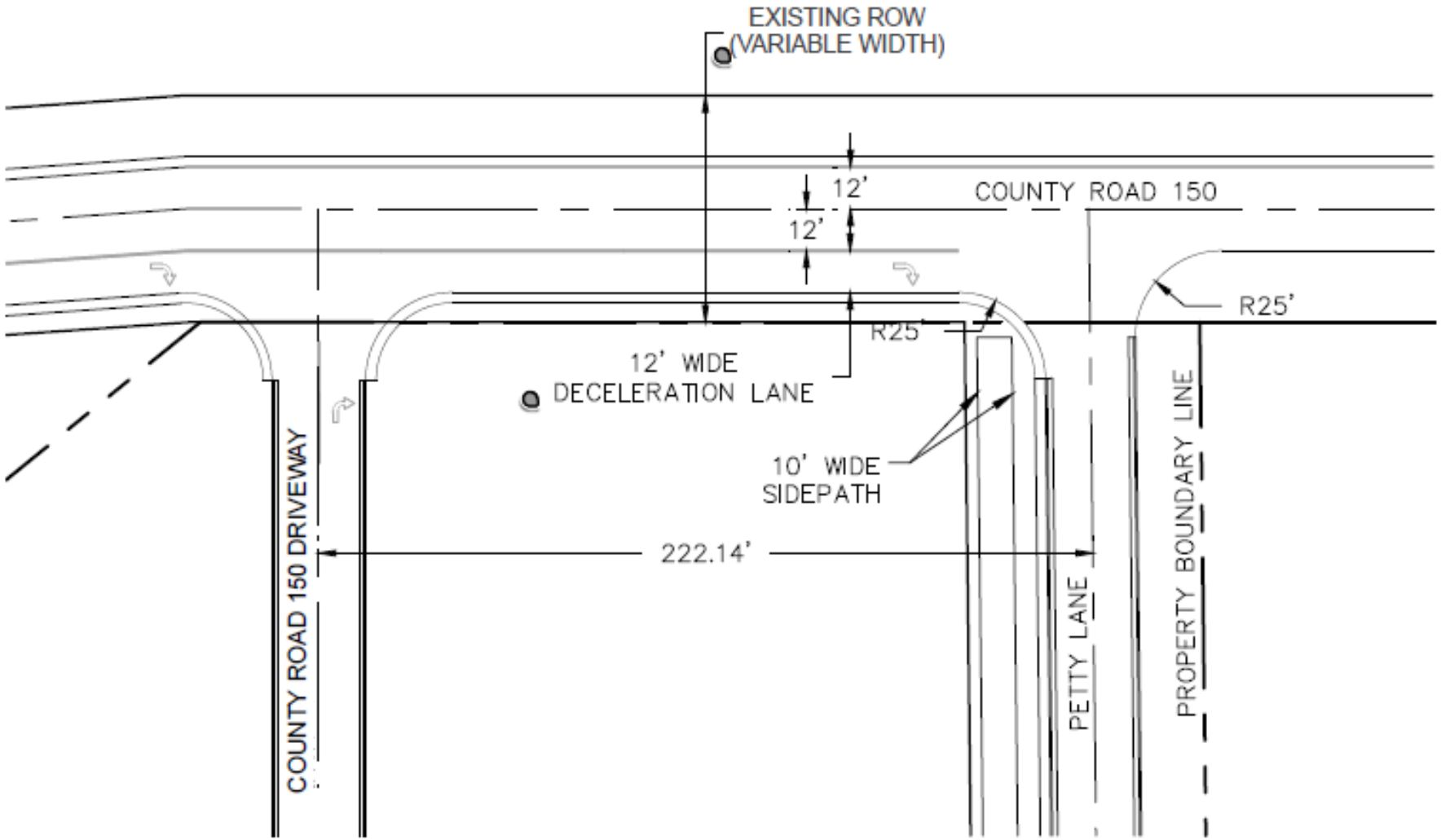
HOA Walls and Fencing
(fence locations are conceptual and subject to Section 10.11 and Definitions within the agreement)

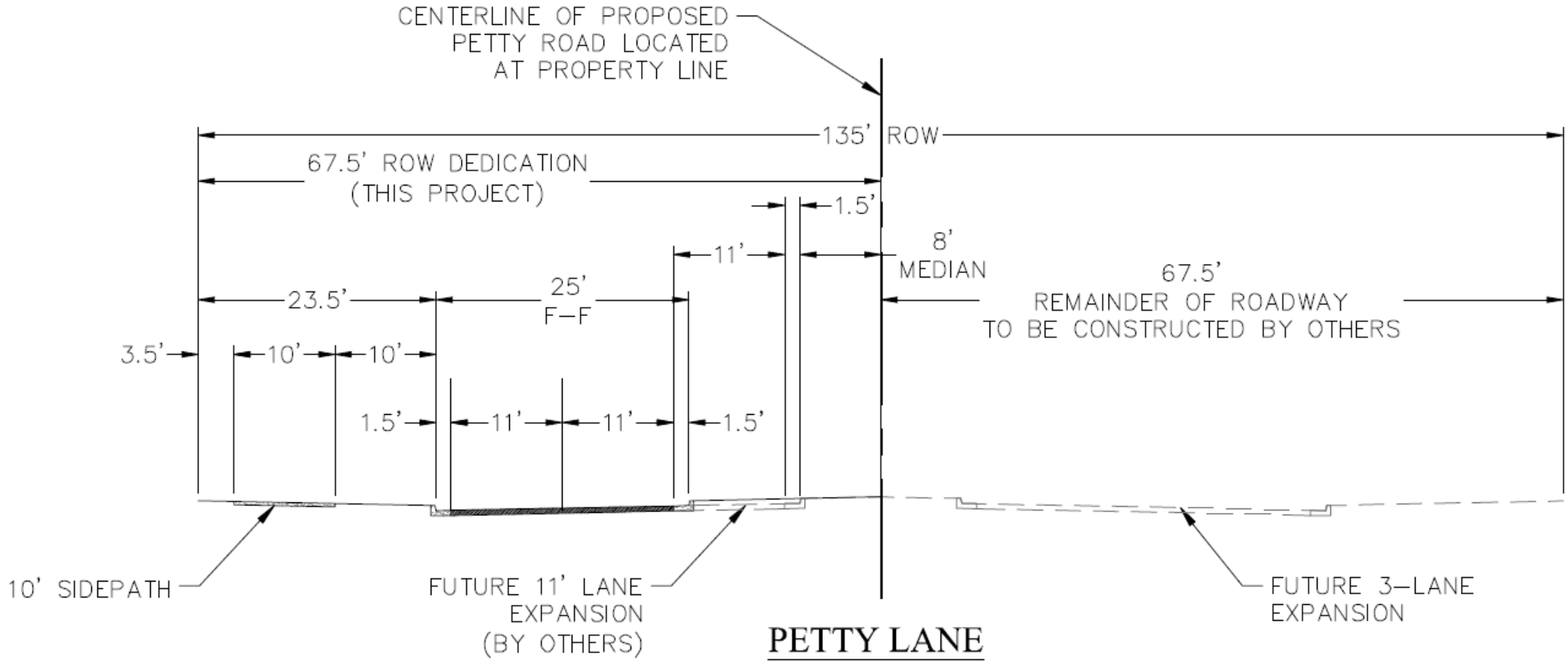
MUD Consent Agreement
Transportation

Phase 1

- **CR 150/Petty Lane Intersection**
  - Land needed to be acquired and constructed by Developer at no cost to the City
  - Deceleration and acceleration lanes
  - Dedicated turn lane onto Petty Lane
- **Petty Lane Entry Road Phase 1**
  - 2-lane Neighborhood Collector per UDC and serves as main entry road
  - Starting at southernmost entry roadway and extending west 600'
- **Petty Lane Improvements**
  - Future 6-Lane Major Arterial
  - Acquire and dedicate half the width of the ROW (67.5')
  - Construct one-half extending to the boundary of the land
  - Two 11' wide paved drive lanes
  - One 1.5' raised curb and gutter
  - One 10' wide landscape area
  - One 10' wide sidewalk
  - One 3.5' landscape areas


CR 150 BEND AREA
OFFSITE/CR 150 IMPROVEMENTS PHASE 2
CR 150/ENTRY ROAD INTERSECTION IMPROVEMENTS PHASE 2
PHASE 2 IMPROVEMENTS
PHASE 1 IMPROVEMENTS
SCALE: 1"= 800'
800' 0' 400' 800'
LEGEND – LAND USE
PARCEL BOUNDARY
PROPOSED SITE
N INTERSTATE 35
STEWART BUILDERS INC 63.93 ACRES
BUCHHORN, RICHARD WAYNE & JEAN A 8.985 ACRES
BUCHHORN, RICHARD & JEAN 29.00 ACRES
MCELHANON, GAYLE & JAMES & RICHARD & JEAN BUCHHORN 8.49 ACRES
MCELHANON, GAYLE BUCHHORN 14.52 ACRES
CR 150
ISCHY, DEBBY & STEVEN ISCHY ET AL 65.9 ACRES
RISKE, ROBERT M & DOLORES J. 20.00 ACRES
BERRY CREEK PARTNERS LP 38.13 ACRES
HOMEYER, LEROY (ESTATE) 38.12 ACRES
GORDILLO, JORGE M 10.10 ACRES
LESTER MERLIN (TOD) & DAVID LESTER 19.69 ACRES
PETTY, IDENA OLGA 30.25 ACRES
SCHWEGMANN, DAVID & KATHERINE 41.26 ACRES


EXISTING ROW
(VARIABLE WIDTH)
12'
12'
COUNTY ROAD 150
R25'
R25'
12' WIDE
DECELERATION LANE
10' WIDE
SIDEPATH
222.14'
COUNTY ROAD 150 DRIVEWAY
PETTY LANE
PROPERTY BOUNDARY LINE

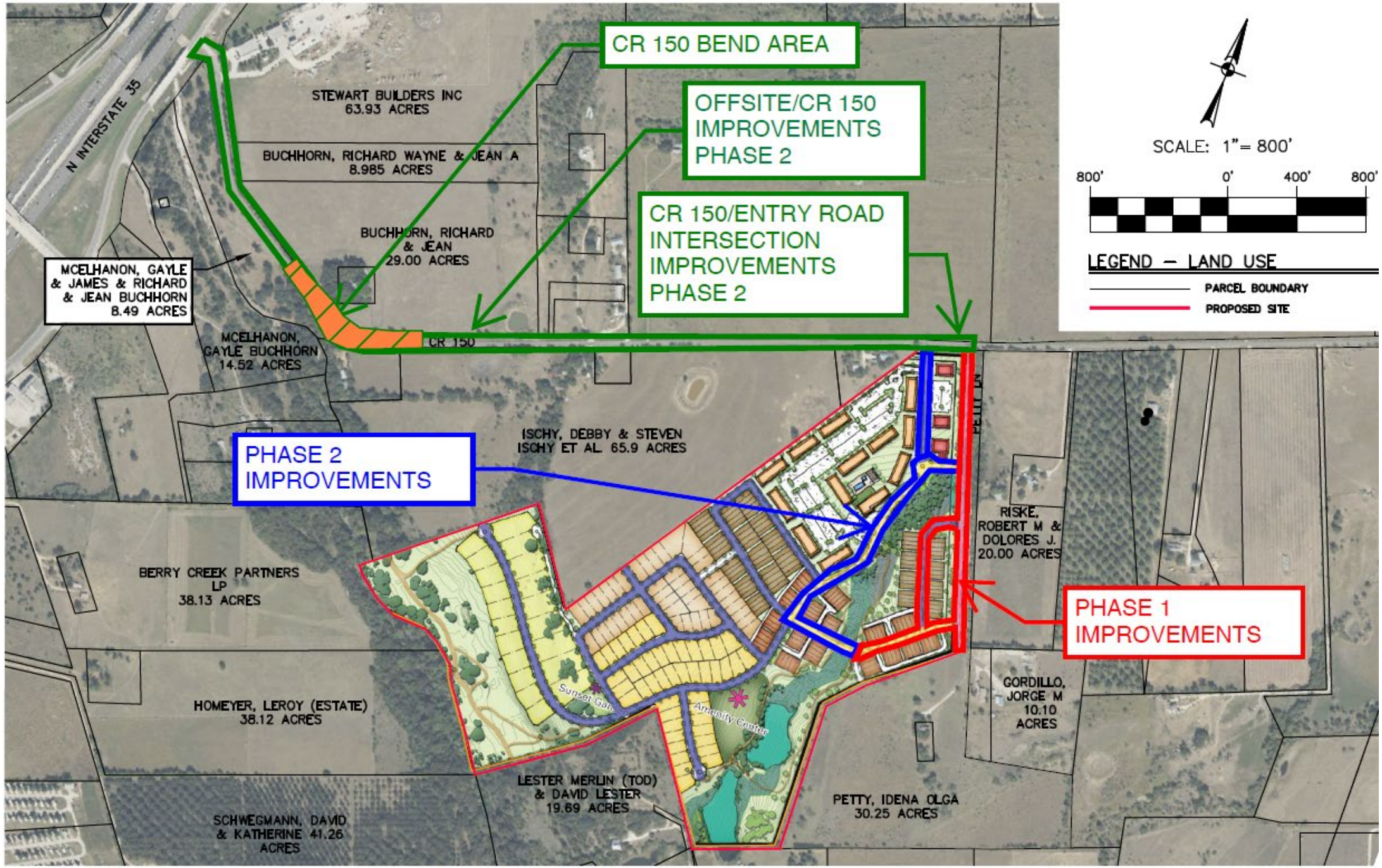


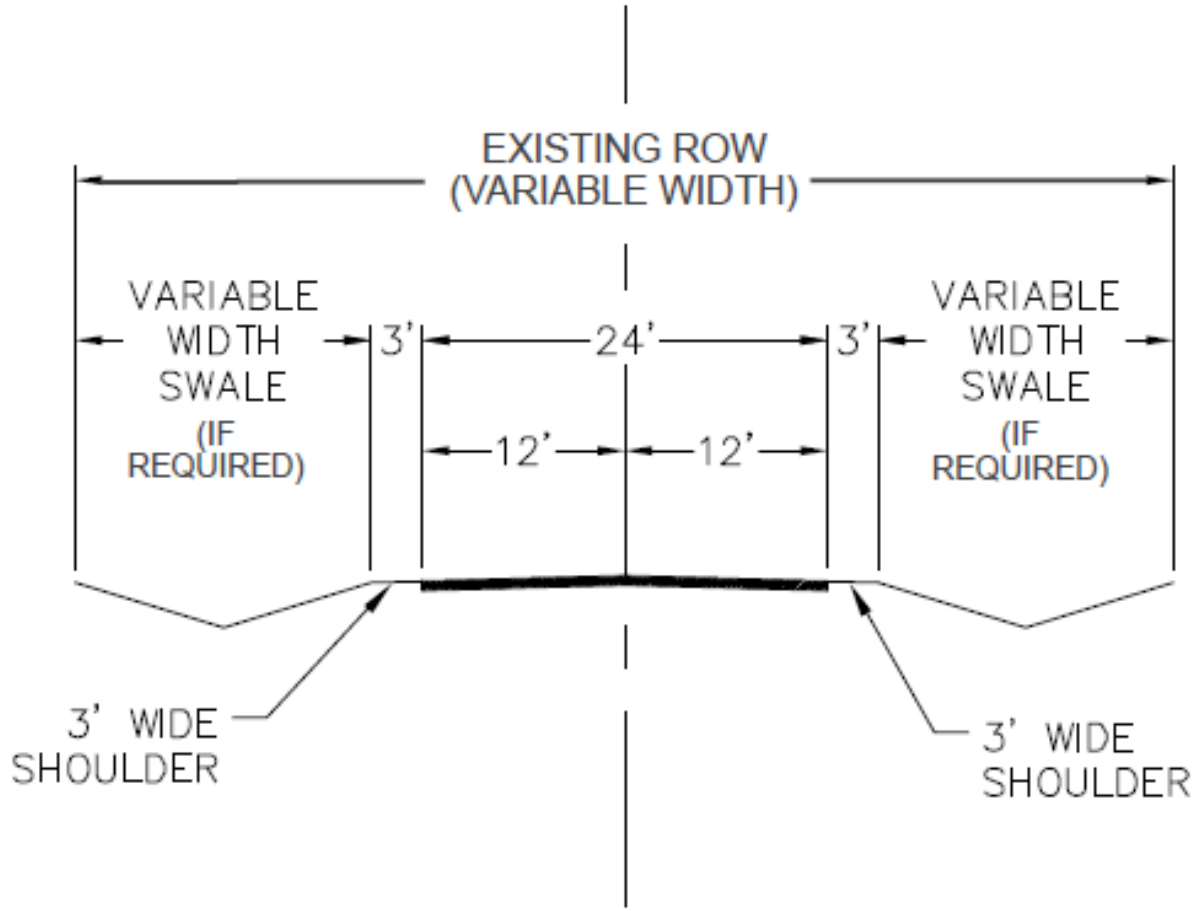
PETTY LANE
PROPOSED CROSS SECTION
1" = 20'

MUD Consent Agreement
Transportation

Phase 2

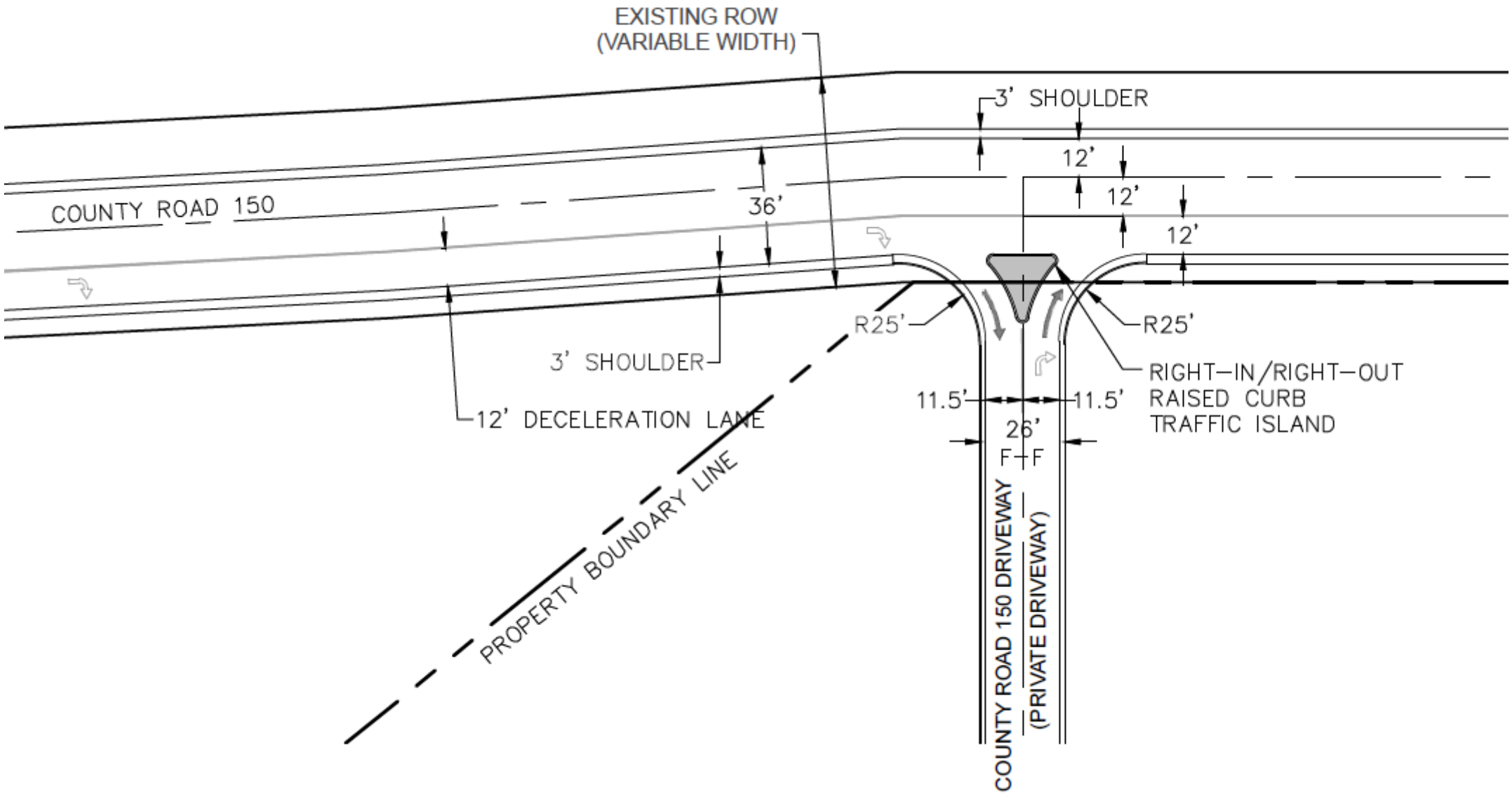
- **Petty Lane Entry Road Phase 2**
  - Starting at northernmost entry roadway
  - Traversing west 200”, continuing diagonally 1200’, turning 90 degrees and continuing 400’ to endpoint
- **CR 150 Phase 2 Improvements**
  - Two 12’ wide paved driving lanes
  - Two 3’ wide shoulders
  - Re-design of Bend Area to at least 30’ wide, culvert extensions, guard rails, and street lighting
- **CR 150 Driveway (on the land)**
  - CR 150 decel lane
  - Right in, right out raised curb traffic island
  - No parking on either side
- **Connectivity**
  - Connectivity to adjacent tracts of land in accordance with UDC
  - Minimum of 3 stub outs
  - At least 2 street stubs to connect MF section to adjacent tracts for future traffic flow


CR 150 BEND AREA
OFFSITE/CR 150 IMPROVEMENTS PHASE 2
CR 150/ENTRY ROAD INTERSECTION IMPROVEMENTS PHASE 2
PHASE 2 IMPROVEMENTS
PHASE 1 IMPROVEMENTS
N INTERSTATE 35
STEWART BUILDERS INC 63.93 ACRES
BUCHHORN, RICHARD WAYNE & JEAN A 8.985 ACRES
BUCHHORN, RICHARD & JEAN 29.00 ACRES
MCELHANON, GAYLE & JAMES & RICHARD & JEAN BUCHHORN 8.49 ACRES
MCELHANON, GAYLE BUCHHORN 14.52 ACRES
CR 150
ISCHY, DEBBY & STEVEN ISCHY ET AL 65.9 ACRES
RISKE, ROBERT M & DOLORES J. 20.00 ACRES
BERRY CREEK PARTNERS LP 38.13 ACRES
HOMEYER, LEROY (ESTATE) 38.12 ACRES
GORDILLO, JORGE M 10.10 ACRES
LESTER MERLIN (TOD) & DAVID LESTER 19.69 ACRES
PETTY, IDENA OLGA 30.25 ACRES
SCHWEGMANN, DAVID & KATHERINE 41.26 ACRES
SCALE: 1"= 800'
800' 0' 400' 800'
LEGEND – LAND USE
PARCEL BOUNDARY
PROPOSED SITE



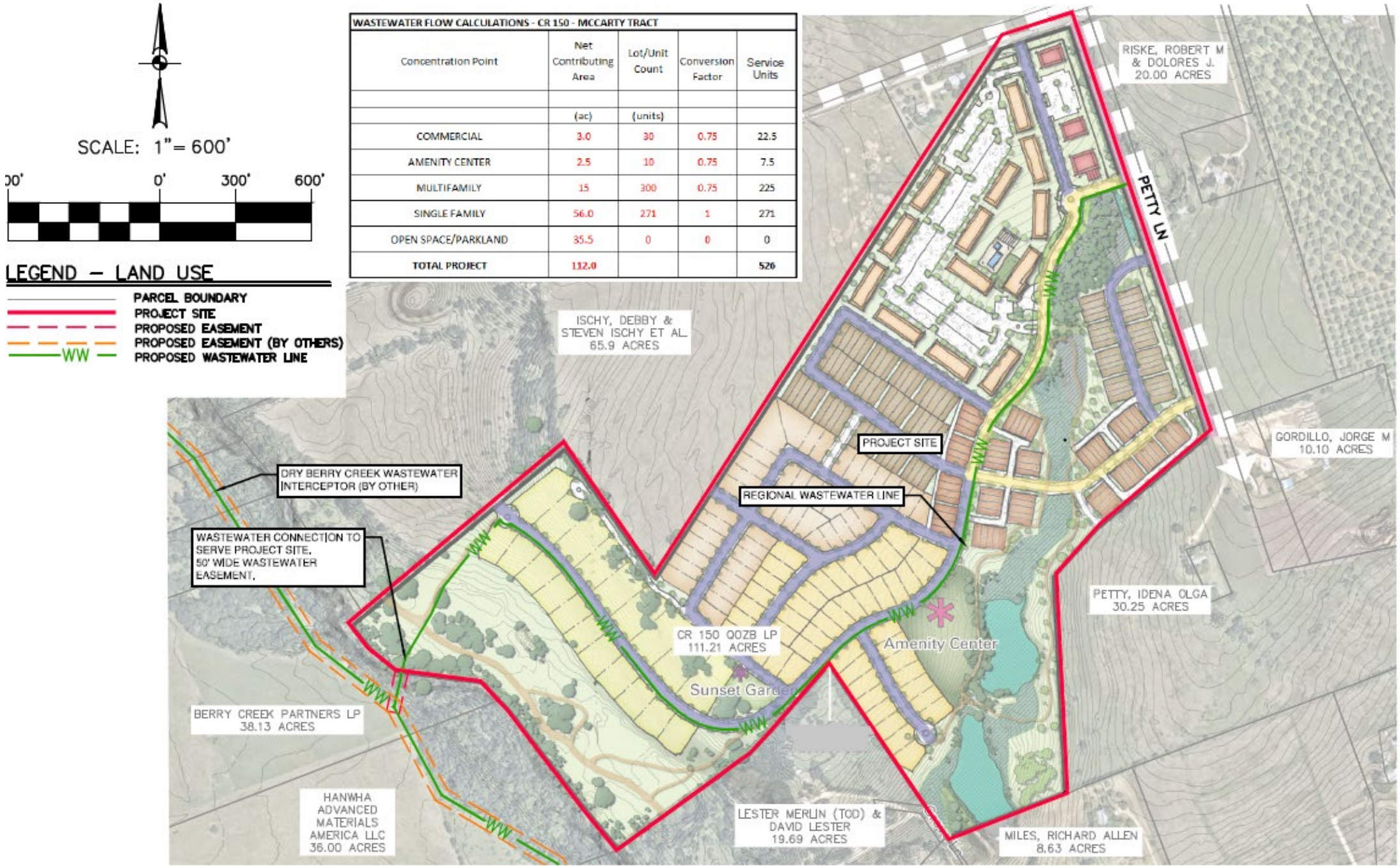
COUNTY ROAD 150
PROPOSED CROSS SECTION

(NOT TO SCALE)


EXISTING ROW
(VARIABLE WIDTH)
3' SHOULDER
12'
12'
12'
COUNTY ROAD 150
36'
R25'
R25'
3' SHOULDER
RIGHT-IN/RIGHT-OUT
RAISED CURB
TRAFFIC ISLAND
11.5'
11.5'
26'
F-F
12' DECELERATION LANE
PROPERTY BOUNDARY LINE
COUNTY ROAD 150 DRIVEWAY
(PRIVATE DRIVEWAY)

MUD Consent Agreement
Water and Wastewater Service

- **Water**
  - Water service provided by Jonah
  - Water conservation measures will be incorporated into the design of neighborhood landscaping and amenities
  - Jonah to maintain fire hydrants
  - Must provide fire flow
  - Fire SIP fee of $630
- **Wastewater**
  - Connects to Dry Berry Creek Interceptor
  - Developer to construct 12” line, offsite approximately 171’ in length for connection to BCI
  - Transferred to the City for ownership, operation, and maintenance upon completion
  - Impact fees collected at final plat


SCALE: 1"= 600'
00'
0'
300'
600'
LEGEND – LAND USE
PARCEL BOUNDARY
PROJECT SITE
PROPOSED EASEMENT
PROPOSED EASEMENT (BY OTHERS)
WW
PROPOSED WASTEWATER LINE
WASTEWATER FLOW CALCULATIONS - CR 150 - MCCARTY TRACT
Concentration Point
Net Contributing Area
Lot/Unit Count
Conversion Factor
Service Units
(ac)
(units)
COMMERCIAL 3.0 30 0.75 22.5
AMENITY CENTER 2.5 10 0.75 7.5
MULTIFAMILY 15 300 0.75 225
SINGLE FAMILY 56.0 271 1 271
OPEN SPACE/PARKLAND 35.5 0 0 0
TOTAL PROJECT 112.0 526
RISKE, ROBERT M & DOLORES J. 20.00 ACRES
PETTY LN
ISCHY, DEBBY & STEVEN ISCHY ET AL 65.9 ACRES
PROJECT SITE
GORDILLO, JORGE M 10.10 ACRES
DRY BERRY CREEK WASTEWATER INTERCEPTOR (BY OTHER)
REGIONAL WASTEWATER LINE
WASTEWATER CONNECTION TO SERVE PROJECT SITE. 50' WIDE WASTEWATER EASEMENT.
PETTY, IDENA OLGA 30.25 ACRES
CR 150 QOZB LP 111.21 ACRES
Amenity Center
Sunset Garden
BERRY CREEK PARTNERS LP 38.13 ACRES
HANWHA ADVANCED MATERIALS AMERICA LLC 36.00 ACRES
LESTER MERLIN (TOD) & DAVID LESTER 19.69 ACRES
MILES, RICHARD ALLEN 8.63 ACRES

Action Requested

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A "CONSENT AGREEMENT" BETWEEN THE CITY AND CR 150 QOZB, LP, A DELAWARE LIMITED PARTNERSHIP, CONSENTING TO THE CREATION OF AN ETJ MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 112 ACRES OF LAND GENERALLY SITUATED 1 MILE EAST OF IH35, WITH A SMALL PORTION OF THE PROPOSED DISTRICT'S NORTHERN BOUNDARY SITUATED ADJACENT TO COUNTY ROAD 150; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

Serenity Ranch ETJ MUD

Consent to Creation & Consent Agreement

November 10, 2026

Nick Woolery, Assistant City Manager

GEORGETOWN TEXAS

Consent Agreement Changes from 1st Reading

1. **Bond Limit Amount:** means THIRTY-FIVE MILLION FIFTY THOUSAND DOLLARS ($35,050,000).

2. **No Property Tax Exempt Entities.** Section expanded to not only include PFC/HFC but any similar structure created in the future that puts the Multi-Family land in tax exempt status

3. **Post Annexation Surcharge.** Section expanded to include disclosure at contract signing.

Action Requested

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A "CONSENT AGREEMENT" BETWEEN THE CITY AND CR 150 QOZB, LP, A DELAWARE LIMITED PARTNERSHIP, CONSENTING TO THE CREATION OF AN ETJ MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 112 ACRES OF LAND GENERALLY SITUATED 1 MILE EAST OF IH35, WITH A SMALL PORTION OF THE PROPOSED DISTRICT'S NORTHERN BOUNDARY SITUATION ADJACENT TO COUNTY ROAD 150; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

CONSENT AGREEMENT

BY AND BETWEEN:

THE CITY OF GEORGETOWN, TEXAS

AND

CR 150 QOZB, LP, a Delaware limited partnership

AND

WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. __

(for the Serenity Ranch Subdivision)

DATE: _____ ___, 2026

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CONSENT AGREEMENT

THE STATE OF TEXAS	§	
	§	**WILLIAMSON COUNTY**
THE CITY OF GEORGETOWN	§	**MUNICIPAL**
	§	**UTILITY DISTRICT NO. __**
COUNTY OF WILLIAMSON	§	**(Serenity Ranch Subdivision)**

This Consent Agreement ("**Agreement**") is between the **City of Georgetown, Texas** (the "**City**"), a home-rule city located in Williamson County, Texas, and **CR 150 QOZB, LP,** a Delaware limited partnership ("**Developer**"). Upon final creation of the **Williamson County Municipal Utility District No. __,** a municipal utility district to be created pursuant to this Agreement, Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code (the "**District**"), the District shall join in this Agreement and be bound by its provisions.

RECITALS

WHEREAS, Developer owns approximately 112.21 acres of land in Williamson County, Texas, more particularly described in that certain General Warranty Deed dated October 2, 2023 from REALMAC, Ltd., a Texas limited partnership, to Developer, recorded in the Official Public Records of Williamson County, Texas as Document No. 2023083026, and also described by metes and bounds and surveyor's sketch on the attached ***Exhibit A*** (the "**Land**").

WHEREAS, the Land lies approximately one mile east of IH 35 between County Road 150 and Grove Lane, is not contiguous to the City limits, is within the City's extraterritorial jurisdiction ("**ETJ**"), is within the City's retail wastewater service area, is within the certificated retail water service boundaries of Jonah Water Special Utility District's water Certificate of Convenience and Necessity ("**CCN**"), is within the certificated retail electric service boundaries of the Pedernales Electric Cooperative's electric CCN, and is within the jurisdictional boundaries of Emergency Services District ("**ESD**") No. 8.

WHEREAS, on or about October 2, 2025 Developer filed a Creation Petition with the City Secretary's office requesting the City's consent to create one (1) municipal utility district over the Land, and to develop on the Land a subdivision having a mix of Multi-

Family, High-Density/Town Home, Medium Density, and Low Density residential development, approximately 30,000 square feet of Commercial/Retail space, 15.4 Acres of Private Parkland with Public Access, Trails, Open Space Areas, Amenity Center Improvements, and associated roadway and drainage improvements.

WHEREAS, Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code require the City's written consent to create a municipal utility district within a city's ETJ.

WHEREAS, this Agreement requires, among other things, execution of the Related Agreements.

WHEREAS, the purpose of this Agreement and the Related Agreements is to set out the mutually agreeable terms and conditions relating to the creation and operation of the District, development of the Land, and provision of certain utility and other services to customers on the Land. This Agreement and the Related Agreements are essential elements of the granting of the City's consent to creation of the District.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract as follows.

ARTICLE 1. INTRODUCTION AND DEFINITIONS

1.01 **Effect of Recitals.** The Parties agree that the foregoing recitals are true and correct and they are incorporated into this Section by this reference.

1.02 **Definitions.** In addition to the terms defined elsewhere in this Agreement, when capitalized, the following terms and phrases used in this Agreement shall have the meanings set out below:

1445 Agreement: means the Interlocal Agreement between the City and the County addressing responsibility for subdivision regulation in the ETJ under Texas Local Government Code Ch. 242, as the same may be amended from time to time during the term of this Agreement as to procedural matters.

Access Easements: means one (1) or more temporary or permanent easements in favor of the City in Approved Form, located within or outside of the boundaries of the Land, being at least twenty feet (20') wide, and providing access to the Dry Berry Creek Wastewater Interceptor via an Access Road, until such time, if any, as public roads providing access to same are Complete.

Access Road: means a drivable surface road meeting the City's specifications and standards to be constructed by Developer, at no cost to the City, within an Access Easement.

Acquisition Documentation: means written documentation of Developer's and/or the District's (as applicable) efforts to acquire, via good faith negotiations, the County Road 150 ROW, which must include, at a minimum, the following information: legal descriptions and surveys prepared by a licensed surveyor registered to perform land surveys in the State of Texas describing the ROW that is to be acquired; a sworn statement by a duly authorized representative that Developer and/or the District has made good faith efforts to secure the ROW; copies of all information relating to acquisition of the ROW, including but not limited to all appraisal reports (whether prepared by or for Developer, the District, the County, or an affected landowner), all valuation determinations or estimates (whether prepared by or for Developer, the District, the County, or an affected landowner), all communications between Developer, the District, and/or the County and the affected landowner(s) regarding the ROW acquisition, including but not limited to written offers, counteroffers, responses, and all other communications and information relevant to the positions of the above-described persons or entities.

Additional Land Development Standards: means the standards applicable to the Development of the Land that are in addition to those in the UDC and that are set forth in the attached ***Exhibit B*.**

Agreement: means this Consent Agreement between the City, Developer, and, upon its creation, the District, pertaining to the creation and operation of the District, Development of the Land, construction of the Public Infrastructure and the HOA/District Infrastructure, the provision of Wastewater Service by the City, and other matters related to the Development of the Land and the authority and operations of the District.

Amenity Center Improvements: means the club house, pool, parking lot, lighting, trash cans, landscaping, and similar improvements to be constructed by Developer on the Amenity Center Site at no cost to the City.

Amenity Center Site: means the area consisting of approximately 2.2 acres labeled as "Amenity Center" in the general location shown on the Land Plan and the Conceptual Parks and Open Space Plan where Developer shall construct the Amenity Center Improvements.

Approved Form: means, as to a City Utility Easement or a License Agreement, documents in the form posted by the City on the City's website at

https://georgetowntexas.gov/development_services/planning/real_estate/convey_property_to_the_city.php#outer-663 (or its replacement webpage, as the City's website may be updated, redesigned, or revised from time to time in the City's sole discretion), which may be modified only with City Attorney approval, as indicated by the City Attorney's signature thereon, but not otherwise. As to the Major Wastewater Line Easement, the term "Approved Form" shall mean a document in the form approved by the City Attorney and consistent with this Agreement, as indicated by the City Attorney's signature thereon indicating "Approved as to Form". As to an Access Easement or any other easement in favor of the City for which there is no template or form posted on the City's website, and as to the ROW Fiscal Security, the term "Approved Form" shall mean a document in the form approved by the City Attorney and consistent with this Agreement, as indicated by the City Attorney's signature thereon indicating "Approved as to Form."

Approved Plans: means, as to the Major Wastewater Line, the Wastewater Facilities, and the Transportation Improvements, the final City engineer-approved, Engineer-prepared, construction plan(s) for same, plus recordable easements necessary for or related to same, including temporary construction easements, Access Easements, and City Utility Easements. This term shall also encompass all applicable provisions of the Governing Regulations pertaining to the Major Wastewater Line, the Wastewater Facilities, and the Transportation Facilities that are not reflected on the construction plans but which still apply. As to any other improvements, the term means the final construction plans approved in writing by a duly authorized representative of the Governmental Authority having jurisdiction over the design and construction of the improvement.

Assignee: means, as to Developer, a successor to Developer as permitted under **Section 14.03(c)(i)** of this Agreement.

Bond: means (1) any debt instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by the District, or (2) any other type of obligation that (a) is issued or incurred by the District under the District's borrowing power, without regard to whether it is subject to annual appropriations, and (b) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding Bonds but shall not include reimbursement agreements entered into between the District and Developer or bond anticipation notes.

Bond Limit Amount: means THIRTY-FIVE MILLION FIFTY THOUSAND DOLLARS ($35,050,000).

City: means the City of Georgetown, Texas, a home rule city located in Williamson County, Texas.

City Attorney: means the City Attorney for the City.

City Council: means the City Council of the City.

City Manager: means the City Manager of the City.

City Objection: means an objection by the City to a Bond issue as defined in **Section 3.07** of this Agreement.

City Secretary: means the City Secretary of the City.

City's Chief Financial Officer: means the Chief Financial Officer of the City.

City's Director of Parks and Recreation: means the Director of Parks and Recreation for the City.

City Utility Easements: means, collectively, one (1) or more easements inside or outside the boundaries of the Land in favor of the City for any Wastewater Facilities necessary for the City to provide retail wastewater collection and treatment services to customers within the Land where such facilities are not, with prior written consent from the City and the County, within a ROW. The term does not include the Major Wastewater Line Easement, which is separately defined.

Commercial Development Area: means the area within the Land consisting of approximately three (3) acres reserved for commercial Development and uses, to be located generally where shown on the Land Plan and the Project Phasing Plan.

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, the Engineer responsible for preparing the Approved Plan has certified in writing to the Governmental Authority, the District, or HOA accepting same 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 District, the HOA, or the Governmental Authority, whichever of them is accepting same; and

- all testing and inspections by the Governmental Authority, the District, or HOA accepting the applicable improvement have been successfully conducted, all final approvals required for use, operation and maintenance from the Governmental Authority, the District, or HOA have been obtained, and the Governmental Authority, the District, or HOA has accepted the improvement for use, operation and maintenance; and

- as to the Major Wastewater Line and the Wastewater Facilities, 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 or Wastewater Facility, as appropriate, for ownership, operation, and maintenance.

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 City Utility Easements and the Major Wastewater Line Easement (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.

Conceptual Parks and Open Space Plan: means the diagram attached as ***Exhibit C*** showing the locations of the Amenity Center Site, the Private Parkland with Public Access, the Drainage Facilities, the Open Space Areas, the Sidewalks, and the Trails; however, the Conceptual Parks and Open Space Plan is not based on field or title work and modifications to location 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.

Conceptual Transportation Plan: means the diagram attached as ***Exhibit D*** showing the locations of the County Road 150 ROW, the County Road 150 Bend Area, the Country Road 150 Driveway, the Petty Lane ROW, the Petty Lane Entry Road, the Neighborhood Collector Roads, the phasing schedule for roadway improvements, all points of vehicular connection from the Land to the adjacent lands, and, if available, the Internal Roads; however, the Conceptual Transportation Plan is not based on field or title work and modifications to location 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.

Conceptual Wall and Fencing Plan: means the diagram attached as ***Exhibit E*** showing the locations of the HOA Walls and Fencing; however, the Conceptual HOA Wall and Fencing Plan is not based on field or title work and modifications to location may be necessary due to topography, terrain, trees, drainage, easements, utilities, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations. A modification to ***Exhibit E*** for a reason listed above is a "Minor Modification."

Conceptual Wastewater Plan: means the diagram attached as ***Exhibit F*** showing the location of the Major Wastewater Line, including its proposed point of connection with the Dry Berry Creek Wastewater Interceptor; however, the Conceptual Wastewater Plan is not based on field or title work and modifications to location may be necessary due to topography, terrain, trees, drainage, easements, utilities, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations. A modification to ***Exhibit F*** for a reason listed above is a "Minor Modification."

Consent Ordinance: means the ordinance of the City adopting this Consent Agreement (including all Exhibits) and consenting, per its terms, to the creation of the District on the Land.

County Road 150 Bend Area: means that portion of existing County Road 150 beginning approximately 1,600 linear feet east from the intersection of the IH-35 N service /frontage road and County Road 150 and extending approximately 700 linear feet east from said point of beginning, located generally where shown on the Conceptual Transportation Plan.

County Road 150 Cross Section: means the cross-section schematic showing the County Road 150 Phase 1 Improvements, the County Road 150 Phase 2 Improvements, and the County Road 150 ROW, attached as ***Exhibit G***.

County Road 150 Driveway: means the twenty-six foot (26') wide driveway serving as the right-in, right-out point of vehicular connection between the Land and County Road 150, commencing approximately 200 feet west of the County Road 150/Petty Lane Intersection, traversing diagonally southeastward through the Land between the Multi-Family Residential Development Area and the Commercial Development Area, in the location generally shown on Sheet 3 of the Conceptual Transportation Plan.

County Road 150 Driveway Cross Section: means the cross-section schematic showing the County Road 150 Driveway Improvements and the County Road 150 Driveway, attached as ***Exhibit H***, which shall only allow right-in, right-out access, and prohibit parking on both sides of the driveway.

County Road 150 Driveway Improvements: means a twenty-six foot (26') wide driveway with a raised curb traffic island allowing for right-in, right-out access only, and "No Parking" signs on both sides of the County Road 150 Driveway, as generally shown on the attached ***Exhibit I***.

County Road 150 Phase 1 Improvements: means the dedicated turn lanes for turning from County Road 150 onto Petty Lane, to be located within the County Road 150 ROW and Completed by Developer at no cost to the City on or before the Phase 1 Roadway Improvements Completion Deadline.

County Road 150 Phase 2 Improvements: means two (2) twelve-foot (12') wide paved driving lanes (one in each direction); two (2) three-foot (3') wide shoulders (one on each side); re-design and re-construction of the County Road 150 Bend Area to be at least thirty feet (30') wide and with the curve being in accordance with the Texas Department of Transportation Roadway Design Manual for 30 miles per hour curves; culvert extensions, guard rails, and street lighting in the County Road 150 Bend Area, turn lane for the County Road 150 Driveway, to be located within the County Road 150 ROW and Completed by Developer at no cost to the City on or before the Phase 2 Roadway Improvements Completion Deadline.

County Road 150 ROW: means the existing (as of the Effective Date) commencing at the existing intersection of County Road 150 and the IH 35 North Service Road, continuing through the County Road 150 Bend Area, and ending at the County Road 150/Petty Lane Intersection, including the portion of the County Road 150 Bend Area to be acquired by Developer at no cost to the City if needed. The term also includes the land needed for the County Road 150/County Road 150 Driveway Intersection and the County Road 150/Petty Lane Intersection.

County Road 150/County Road 150 Driveway Intersection: means the land needed for the intersection of County Road 150 and the County Road 150 Driveway to be acquired and constructed by Developer, at no cost to the City, in the general location shown on the Conceptual Transportation Plan.

County Road 150/County Road 150 Driveway Intersection Cross Section: means the cross-section schematic showing the County Road 150/County Road 150 Driveway Intersection Improvements within the County Road 150 ROW, attached as ***Exhibit I***.

County Road 150/County Road 150 Driveway Intersection Improvements: means the following improvements to be constructed by Developer, at no cost to the City, within the County Road 150 Driveway on the Land: a right-in-right-out raised curb traffic island at the County Road 150 Driveway Intersection, the County Road 150 deceleration lanes to be constructed by Developer, and "No Parking" signage on both sides of the County Road 150 Driveway, at no cost to the City, in the general location shown on the Conceptual Transportation Plan and as detailed on the County Road 150/County Road 150 Driveway Intersection Cross Section.

County Road 150/Petty Lane Intersection: means the land needed for the intersection of County Road 150 and Petty Lane to be acquired and constructed by Developer, at no cost to the City, in the general location shown on the Conceptual Transportation Plan.

County Road 150/Petty Lane Intersection Cross Section: means the cross-section schematic showing the County Road 150/Petty Lane Intersection Improvements within the Petty Lane ROW, attached as ***Exhibit J***.

County Road 150/Petty Lane Intersection Improvements: means the deceleration and acceleration lanes to be constructed by Developer, at no cost to the City, and in the general location shown on the Conceptual Transportation Plan and as detailed on the County Road 150/Petty Lane Intersection Cross Section.

County: means Williamson County, Texas.

County Authorization: means, collectively, all easements, licenses, permits, agreements, and other documents from the County granting access to and authorizing the Developer to perform the work described in this Agreement on County Road 150 and Petty Lane, and granting access to all affected County ROW for purpose of perpetually maintaining and repairing the HOA/District Areas and Improvements (if needed per the Approved Plans).

Creation Petition: means the petition submitted by Developer to the City Secretary on or about October 2, 2025 requesting the City's consent to the creation of the District.

Days: means calendar days, unless business days are expressly specified.

Dedication Documentation: means and includes all of the following, as applicable:

- As to a City Utility Easement for any Wastewater Facilities that are not located, with the City's and County's pre-approval, within a ROW, and as to a permanent Access Easement, a draft easement instrument in the 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); and a current title commitment showing the encumbrances of record affecting the proposed easement area.

- As to an Access Easement, a draft easement instrument in the 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).

- As to the Major Wastewater Line Easement, draft easement instrument(s) in the Approved Form; 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); and a current title commitment showing the encumbrances of record affecting the proposed easement area(s).

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 the Public Infrastructure or Private Infrastructure, construction of impervious surfaces; and Vertical Development. Exclusions from this definition include repairs to existing utilities; minimal clearing of vegetation for surveying and testing; and bona fide agricultural activities.

Developer: means CR 150 QOZB, LP, a Delaware limited partnership, or Assignee if and as permitted under **Section 14.03(c)** of this Agreement.

Development Areas: means, collectively, the Commercial Development Area, the Multi-Family Residential Development Area, the High-Density/Town Home Residential Development Areas, the Medium-Density Residential Development Areas, and the Low-Density Residential Development Area, each to be located generally where shown on the attached Land Plan, and described in more detail on the attached Development Area Standards.

Development Area Standards: means the specific standards and requirements applicable to each Development Area, attached as ***Exhibit K***.

District: means the municipal utility district to be created on the Land.

District's Board: means the Board of Directors of the District.

District's Creation Order: means the final order issued by the TCEQ approving creation of the District on the Land.

Drainage Facilities: means all areas labeled as "Pond" on the Land Plan and the Conceptual Parks and Open Space Plan; and all other water quality, stormwater management, detention, or retention facilities located on or serving the Land, excluding only such of those facilities that are associated with the Transportation Improvements that are to be owned, operated, and maintained by the County or the District, as the County may require.

Dry Berry Creek Wastewater Interceptor: means the thirty-six inch (36") diameter wastewater interceptor to be constructed by others which, as of the Effective Date, is still in the easement acquisition phase and is not yet under construction, and a portion of which will, when Completed, be located west of the westernmost boundary of the Land, to which the Developer-constructed Off-Site Major Wastewater Line will be connected, to be located generally where shown on the Conceptual Wastewater Plan.

Effective Date: means the date on which latest date accompanying the signatures of the duly authorized representatives of the Initial Parties on this Agreement.

End Buyer: means an owner, tenant, or occupant of a Lot, regardless of the proposed use of such Lot.

Engineer: means a registered professional engineer licensed to practice engineering in the State of Texas retained by Developer.

Entry Monumentation: means the subdivision entry sign placed at the primary entrance to the Land as allowed by the UDC.

ESD No. 8: means Williamson County Emergency Services District No. 8

ETJ: means the extraterritorial jurisdiction of the City as determined under Chapter 42 of the Texas Local Government Code, as amended.

Finance Plan: means the District's Finance Plan(s) attached as ***Exhibit L***.

Future Mobility Plan or "FMP": means the City's Future Mobility Plan adopted by the City Council as the City's Functional Transportation Plan by Ordinance No. 2023-73 effective December 12, 2023.

Governing Regulations: means, collectively, the following laws, regulations and documents pertaining to Development of the Land, as any of them may be amended from time to time after the Effective Date, except where expressly defined as being those in effect as of the Vesting Date:

- this Agreement, including all Exhibits; and
- Related Agreements; and
- the City's Code of Ordinances, as it pertains to landscaping and irrigation requirements, water conservation requirements, drought contingency requirements, building permits (including inspections and fees), garbage and recycling collection, wastewater Impact Fees and other fees, cross connection control, buildings and construction, including amendments thereto that may be adopted from time to time after the Effective Date; and
- the UDC in effect on the Vesting Date, as modified by the Additional Land Development Standards and this Agreement; and
- the Approved Plans; and
- the City's Development Manual (including, without limitation, the fee schedules), including amendments thereto that may be adopted from time to time after the Effective Date; and
- the City's Construction Specifications and Standards Manual, including amendments thereto that may be adopted from time to time after the Effective Date; and
- the City's Drainage Criteria Manual, including amendments thereto that may be adopted from time to time after the Effective Date; and
- a Drainage Study for the Land prepared by a qualified engineer licensed and registered in the State of Texas retained by Developer, plus all payments and improvements required to be funded or constructed per the final, City-approved, Drainage Study; and

- City's Traffic Calming Standards, including amendments thereto that may be adopted from time to time after the Effective Date; and

- final plats for portions of the Land that are approved, from time to time, by the City in accordance with this Agreement and the UDC; and

- ordinances that the City is required to adopt from time to time by state or federal law, including amendments thereto that may be adopted from time to time after the Effective Date; and

- all national and international residential and commercial building codes adopted by the City, (*e.g.*, electric codes, building codes, plumbing codes, mechanical codes, energy conservation codes and fire codes), including amendments thereto that may be adopted from time to time after the Effective Date; and

- those state and Williamson County laws, orders, rules, regulations, policies, permits or other requirements pertaining to standards for designing and constructing the Transportation Improvements that do not conflict with this Agreement, including amendments thereto that may be adopted from time to time after the Effective Date; and

- all federal, state, and local laws, orders, rules, regulations, policies, permits, or other requirements pertaining to Wastewater Service, the Wastewater Facilities, Water Service, electric service, garbage and recycling services, and such other laws, rules or regulations pertaining to utility services generally promulgated by any Governmental Authority with jurisdiction over any Development or use of the Land, including amendments thereto that may be adopted from time to time after the Effective Date; and

- all City ordinances pertaining to Wastewater Service (including without limitation all City ordinances, resolutions, and adopted plans pertaining to pretreatment requirements), and such other laws, rules or regulations pertaining to same promulgated by any Governmental Authority with jurisdiction, including amendments thereto that may be adopted from time to time after the Effective Date; and

- the 1445 Agreement, as amended from time to time as to procedural matters, but not as to which of the other Governing Regulations apply to the Development of the Land; and

- the Future Mobility Plan.

Notwithstanding any other provision to the contrary in this Agreement, the Parties acknowledge and agree that modifications or changes to the Governing Regulations that are subject to Texas Local Government Code Chapter 245 shall only apply to the Project if such modifications or changes fall within the exceptions appearing in Section 245.004 Texas Local Government Code or Developer elects, in its sole discretion, to comply with such modifications or changes.

Governmental Authority: means the City, Williamson County, Jonah Water Special Utility District, Pedernales Electric Cooperative, Texas Commission on Environmental Quality, Texas Department of Transportation, U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, the Public Utility Commission of Texas, or other agencies of the State of Texas or the United States of America, to the extent such entities have jurisdiction over the Land, the Project, or the improvements to be constructed on the Land. The term does not include the District or a non-profit corporation created by a local government for tax exemption purposes.

High-Density/Town Home Residential Development Area: means, collectively, the areas within the Land consisting of approximately 16.9 acres in Phase 1 of the Project and portion of Phase 3 of the Project reserved for high-density town home residential uses and Development, to be located generally where shown on the Land Plan and the Project Phasing Plan. The term does not include the Multi-Family Residential Development Area or the type of residential development allowed in the Multi-Family Residential Development Area.

HOA/District Areas and Improvements: means, collectively, all areas and improvements to be owned and maintained by an HOA or the District (*i.e.,* not by the City or any other Governmental Authority or an End Buyer), including, without limitation, the Amenity Center Site, Amenity Center Improvements, Private Parkland with Public Access, Private Parkland with Public Access Improvements, Drainage Facilities, Entry Monumentation, Walls and Fencing, Trails, Sidewalks, and the Open Space Areas, all of which are required to be owned and maintained in perpetuity by the District or the HOA pursuant to the Master Covenant and a Maintenance Agreement.

HOA: means the homeowners association formed by Developer and operating under the applicable laws of the State of Texas where membership is appurtenant to ownership of a Lot on the Land.

HOA/District Infrastructure: means, collectively, the HOA/District Areas and Improvements and any other improvements that are not within the definition of Public Infrastructure and not owned by a Governmental Authority, Developer, or an End Buyer.

Impact Fees: means the wastewater impact fees determined by the City Council of the City in accordance with Chapter 395, Texas Local Government Code, to recoup the costs of capital improvements or expansions to the City's wastewater utility system, as said fee may be revised from time to time by the City Council.

Initial Parties: means the City and Developer.

Interim Period: means the period between the Effective Date and the date the TCEQ issues the District Creation Order pertaining to the District on the Land.

Interlocal Agreements: means agreements between or among the District and other governmental entities and with the City for purposes permitted by the Interlocal Cooperation Act, Chapter 791, Government Code, Section 552.014 of the Texas Local Government Code, and this Agreement.

Internal Roads: means, collectively, all streets and roads and the County Road 150 Driveway to be constructed by Developer entirely within the Land. The term does not include Petty Lane or County Road 150, which are separately defined.

Internal Wastewater Improvements: means the lines/piping, valves, receiving drains, manholes, and other facilities to be constructed by Developer to enable the City to provide Wastewater Service to customers on the Land. The term does not include the service line on an End Buyer's side of a City wastewater main, or the Major Wastewater Line, which is separately defined.

Land: means that certain 112.21 acres of land in Williamson County, Texas, more particularly described in that certain General Warranty Deed dated October 2, 2023 from REALMAC, Ltd, a Texas limited partnership, to 150 QOZB, LP, a Delaware limited partnership, recorded in the Official Public Records of Williamson County, Texas as Document No. 2023083026, and also described by metes and bounds and surveyor's sketch on the attached ***Exhibit A.***

Land Development Standards Checklists: means the checklists attached as ***Exhibit M***.

Land Plan: means the land use plan attached as ***Exhibit N*** showing the locations and sizes of the Development Areas, the County Road 150 Driveway, and Internal Roads, as well as connection points (stub outs) that will, in the future, provide vehicular and pedestrian access to tracts of land adjacent to the Land.

Landscape Buffer Area: means, collectively, the areas of varying width depending on location, within which Developer is required to install the landscape improvements described in the attached Additional Development Standards.

Lender: means a holder of any obligation or debt of Developer or any successor owner of all or any part of the Land (other than an End Buyer) or this Agreement secured by any mortgage, trust deed, collateral assignment, security interests, lien or other encumbrance, and any amendment or modification of the terms thereof, including, without limitation, any extension, renewal or refinancing thereof.

Lot Landscaping Restrictions: means the landscaping restrictions applicable to each Lot on the Land described in the attached Additional Development Standards.

Lot: means a legal lot on the Land that is included in a final subdivision plat approved by the applicable Governmental Authorities.

Low-Density Residential Development Area: means the areas within the Land consisting of approximately 10.4 acres in a portion of Phase 4 of the Project reserved for low-density residential uses and Development, to be located generally where shown on the Land Plan and the Project Phasing Plan.

Maintenance Agreement: means one (1) or more agreements substantially in the form attached as ***Exhibit O*** and related to maintenance in perpetuity by the HOA or the District for the HOA/District Areas and Improvements.

Maintenance Security: means a written financial guarantee that all workmanship and materials shall be free of defects for a period of two (2) years from the date of acceptance of the Public Infrastructure (or each component of the Public Infrastructure as Completed) by the City in the amount of ten percent (10%) of the total construction cost of all workmanship and materials in a form approved by the City.

Major Modification: means an amendment, modification, or change to the Land Plan and/or the Development Area Standards that is not a Minor Modification. As examples, but not as limitations on the types of changes to the Land Plan or Development Area Standards that would be within the definition of a Major Modification, Major Modifications would include use and Development of any portion of the Land for purposes in ways other than as shown on the Land Plan or set forth in the Development Area Standards, or an increase in density in any Development Area.

Major Wastewater Line: means, collectively, the Off-Site Major Wastewater Line and the On-Site Major Wastewater Line.

Major Wastewater Line Easement: means, collectively, the Off-Site Major Wastewater Line Easement and the On-Site Major Wastewater Line Easement.

Master Covenant: means, collectively, those certain documents that are in all material respects consistent with this Agreement and the Related Agreements, establishing a uniform plan for the governance of the Land by the establishing a declarant and an HOA. The Master Covenant must include the provisions set forth in **Section 8.09.**

MDF or Master Development Fee: means eight percent (8%) of the net Bond reimbursement amount from each Bond issuance calculated using the formula shown on the attached ***Exhibit P***.

Medium-Density Residential Development Area: means, collectively, the areas within the Land consisting of approximately 20.2 acres in a portion of Phase 3 of the Project and in a portion of Phase 4 of the Project reserved for medium-density residential uses and Development, to be located generally where shown on the Land Plan and the Project Phasing Plan.

Minor Modification: means an amendment to the Land Plan or the Development Area Standards pertaining to (a) changes to reduce the density of a residential Development Area (but not changes to reduce the size or developable square footage of the Commercial Development Area), (b) changes of less than ten percent (10%) in the size of a residential Development Area that do not increase the overall number or type of Development allowed in that Development Area per the Development Area Standards, (c) modifications to locations of Walls and Fencing that 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, and (c) modifications to Conceptual Wastewater Plans that 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.

Multi-Family Residential Development Area: means the area within the Land consisting of approximately 14.9 acres in Phase 2 of the Project reserved for multi-family (apartment) residential uses and Development, to be located generally where shown on the Land Plan and the Project Phasing Plan.

Non-Exclusive PUE: means, collectively, the fifteen foot (15') wide, non-exclusive public utility easements (i.e., easements that are not granted exclusively to the City but granted to the public) to be acquired or provided by the Developer, at no cost to the City, which must be entirely outside of any ROW, the Major Wastewater Line Easement, all City Utility Easements, and any other easement or ROW area, and which are to be located (among other places) parallel and adjacent to, but not within, the Petty Lane ROW and County Road 150 ROW.

Off-Site Major Wastewater Line: means the twelve inch (12") diameter wastewater line to be constructed by Developer at no cost to the City within the Off-Site Major Wastewater Line Easement, being approximately 171 linear feet in length, and connecting the On-Site Major Wastewater Line to the Dry Berry Creek Wastewater Interceptor (after said interceptor's construction by others), to be located generally where shown on the Conceptual Wastewater Plan.

Off-Site Major Wastewater Line Easement: means collectively, one (1) 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 Off-Site Major Wastewater Line, commencing at a point of connection with the to-be-constructed Dry Berry Creek Wastewater Interceptor (to be located west of the westernmost boundary of the Land), thence extending in accordance with the Approved Plans for the Off-Site Major Wastewater Line to connect with the On-Site Major Wastewater Line Easement; having a minimum width of fifty feet (50') , and which easement must be outside of any ROW, Non-Exclusive PUE, City Utility Easement, or other easement.

On-Site Major Wastewater Line: means the twelve inch (12") diameter wastewater line to be constructed by Developer at no cost to the City within the On-Site Major Wastewater Line Easement, to be located generally where shown on the Conceptual Wastewater Plan.

On-Site Major Wastewater Line Easement: means collectively, an easement exclusively in favor of the City to be granted by Developer, at no cost to the City, in the Approved Form, for the On-Site Major Wastewater Line, commencing at a point of connection with the Off-Site Major Wastewater Easement, thence extending through the Land generally alongside the Petty Lane Entry Road ROW; having a minimum width of the greater of (i) twenty feet (20'); or (ii) 2.0 times the depth of the On-Site Major Wastewater Line based on the Approved Plans for the On-Site Major Wastewater Line; and which easement must be outside of any ROW, Non-Exclusive PUE, City Utility Easement, or other easement.

Open Space Areas: means, collectively, approximately 40.3 acres out of the Land inclusive of existing drainage corridors, detention/water quality facilities and areas, floodplains, floodways, greenbelts, Karst features, Springs [as that term is defined in Chapter 11.07 of the UDC], Landscape Buffer Areas, the Drainage Facility areas, and any other natural (unenhanced) open space areas or landscaped areas to be located generally where shown on the attached Conceptual Parks and Open Space Plan.

Partial Assignment of Receivables Agreement(s): means an agreement between the City and Developer, and their permitted successors and Assignees, in the form attached as ***Exhibit Q.***

Parties: means, collectively, the Initial Parties and, upon its creation and execution of this Agreement, the District.

Party: means, individually, the City, Developer, the District (upon its creation), and, as permitted by this Agreement, an Assignee.

Petty Lane: means the future "6-Lane Major Arterial" [as that term is defined in the UDC]-level roadway commencing at the County Road 150/Petty Lane Intersection and extending at least to the southernmost boundary of the Land, one-half of which is to be constructed for that distance by Developer when and as required by this Agreement.

Petty Lane Cross Section: means the cross-section schematic showing the Petty Lane Improvements to be constructed by Developer, at no cost to the City, within the Petty Lane ROW, attached as ***Exhibit R***.

Petty Lane Entry Road: means the "Neighborhood Collector" (as that term is defined in the UDC)-level roadway on the Land serving as the main entry road to the Land from Petty Lane looping so as to have two points of intersection with Petty Lane, commencing approximately 500 feet south of the County Road 150/Petty Lane Intersection, traversing diagonally southwestward through the Land towards the middle of the Land, and then traversing eastward back to Petty Lane, and having three endpoints – one at the County Road 150 Driveway Intersection, a second one at the intersection with local streets in the High Density/Townhome Residential Development Area in Phase 3 of the Project, and the third one at the Project's southernmost intersection with Petty Lane (commencing approximately 1,600 feet south of the County Road 150/Petty Lane Intersection), in the location generally shown on the Conceptual Transportation Plan.

Petty Lane Entry Road Cross Section: means the cross-section schematic for a "2-Lane Neighborhood Collector" (as that term is defined in the UDC) attached as ***Exhibit S,*** having a 68-foot wide ROW, showing the Petty Lane Entry Road Improvements within the ROW.

Petty Lane Entry Road Improvements: means the following improvements to be constructed by Developer, at no cost to the City, within the 68-foot wide Petty Lane Entry Road ROW on the Land: two 11-foot wide drive lanes (one in each direction), two 8-foot wide asphalted shoulder lanes (one on each side), two 5-foot wide Landscape Buffer Areas (one on each side; called a "Sidewalk Buffer" in the FMP), and two 10-foot wide

Sidewalks (one on each side; called a "Sidepath" in the FMP), to be constructed in phases as Petty Lane Entry Road Phase 1 Improvements and Petty Lane Entry Road Phase 2 Improvements, as shown on the Conceptual Transportation Plan.

Petty Lane Entry Road Phase 1 Improvements: means the portion of the Petty Lane Entry Road Improvements to be completed with Phase 1 of the Project, starting at the Project's southernmost entry roadway intersection with Petty Lane (commencing approximately 1,600 feet south of the County Road 150/Petty Lane Intersection) and extending west approximately 600 feet, as shown on the Conceptual Transportation Plan and the Roadway Classification Plan.

Petty Lane Entry Road Phase 2 Improvements: means the portion of the Petty Lane Entry Road Improvements to be completed with Phase 2 of the Project, starting at the Project's northernmost entry roadway intersection with Petty Lane (commencing approximately 500 feet south of the County Road 150/Petty Lane Intersection) traversing west approximately 200 feet to the County Road 150 Driveway/Petty Lane Entry Road Intersection, continuing diagonally southwestward through the Land along the southern perimeter of the Multi-Family Residential Development Area approximately 1,200 feet, turning approximately 90 degrees to the southeast and continuing approximately 400 feet to the western endpoint of the Petty Lane Entry Road Phase 1 Improvements, as shown on the Conceptual Transportation Plan and the Roadway Classification Plan.

Petty Lane Improvements: means one-half (1/2) of the ultimate "6-Lane Major Arterial" (as that term is defined in the UDC), specifically: an eight-foot (8') wide median, two (2) eleven-foot (11') wide paved driving lanes (one (1) in each direction); a one and one-half foot (1.5') wide raised concrete curb and gutter, a ten-foot (10') wide Landscape Area (called a "Sidewalk Buffer" in the FMP), a ten-foot (10') wide Sidewalk (called a "Sidepath" in the FMP), and a three and one half foot (3.5') wide Landscape Area , to be Completed by Developer on or before the Phase 1 Roadway Improvements Completion Deadline at no cost to the City within the Petty Lane ROW.

Petty Lane ROW: means the 67.5-foot wide ROW (being one-half (1/2) of the ultimate 135' wide total ROW needed for a "6-Lane Major Arterial," as that term is defined in the UDC) to be dedicated by Developer to the County, or acquired by Developer and transferred to the County, at no cost to the City, commencing at the County Road 150/Petty Lane Intersection at the northeastern corner of the Land, continuing generally southward to the southern boundary of the Land for a distance of approximately 1,750 linear feet within which the Developer shall construct, at no cost to the City, the Petty Lane Improvements, bordered on the west side of Petty Lane ROW by a Non-Exclusive PUE (outside of the ROW), as generally shown on the Conceptual

Transportation Plan, and more specifically shown on the attached Petty Lane Cross Section.

Phase 1 Roadway Improvements: means, collectively, the Petty Lane Improvements, the County Road 150 Phase 1 Improvements, the Petty Lane Entry Road Phase 1 Improvements, the Petty Lane/CR 150 Intersection Improvements, the Local Street within the High Density/Townhome Development Area located within Phase 1 of the Project connecting to Petty Lane and the Neighborhood Collector Road within the High Density/Townhome Development Area, and the Neighborhood Collector Road within the High Density/Townhome Development Area connecting to Petty Lane, as shown on Sheet 2 of the Conceptual Transportation Plan attached as ***Exhibit D*** and on the Project Phasing Plan attached as ***Exhibit T***.

Phase 1 Roadway Improvements Completion Deadline: means before, and as a condition of, the City's approval of the first final plat of any portion of the Land.

Phase 2 Roadway Improvements: means, collectively, the County Road 150 Phase 2 Improvements, the County Road 150 Bend Improvements, and the County Road 150/Petty Lane Intersection Improvements, the County Road 150 Driveway Improvements, the County Road 150/County Road Driveway Intersection Improvements, and the Neighborhood Collector shown on ***Exhibit T*** to be in Phase 2 of the Project commencing at Petty Lane, crossing the floodplain area, and ending at a point of connection with the Neighborhood Collector Road within the High Density/Townhome Development Area within Phase 1 of the Project. as shown on Sheets 1 and 3 of the Conceptual Transportation Plan attached as ***Exhibit D*** and on the Project Phasing Plan attached as ***Exhibit T***.

Phase 2 Roadway Improvements Completion Deadline: means after Completion of the Phase 1 Roadway Improvements and before, and as a condition of, the City's approval of the first final plat for any portion of the Land that is anywhere outside of the area described on the Land Plan as being within Phase 1 of the Project.

Private Parkland with Public Access: means approximately 15.4 acres out of the Land in the general location shown on the Land Plan. Approximately 2.0 acres out of the approximately 15.4 acres of Private Parkland with Public Access is located outside of the floodplain, including the area labeled as "Sunset Garden" on the attached Conceptual Parks and Open Space Plan.

Private Parkland with Public Access Improvements: means any improvements constructed or placed on the Private Parkland with Public Access (e.g., playscapes, trash receptacles, benches), Trails, and landscape Lots.

Project: means the Development of the Land consistently with this Agreement, and having up to 111 Single Family Residential Lots, up to 160 Town Home Lots, up to 300 Multi-Family Dwelling Units (apartment units), approximately 30,000 square feet of Commercial space within the Development Areas, and also having the HOA/District Areas and Improvements, the Public Infrastructure, and the HOA/District Infrastructure.

Project Phasing Plan: means the project phasing plan attached as ***Exhibit T*** showing the locations and approximate unit/lot counts per development phase of the Project.

Public Infrastructure: means, collectively, the Transportation Improvements, the Major Wastewater Line, the Wastewater Facilities, and the improvements needed for other utility providers to provide services to the Land constructed for public use pursuant to this Agreement and conveyed to the applicable Governmental Authority.

Related Agreements: means, collectively, the Partial Assignment of Receivables Agreement, the Major Wastewater Line Easement, the City Utility Easements, the County Authorization(s), and the Maintenance Agreement(s).

Roadway Classification Plan: means the diagram attached as ***Exhibit U,*** showing the locations and classifications of the County Road 150 Driveway, one-half of Petty Lane, the Petty Lane Entry Road, and Internal Roads.

ROW: means public right-of-way dedicated or transferred by Developer, or caused to be dedicated or transferred by Developer, to the County or the District, as the County may require.

ROW Fiscal Security: 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) 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 Petty Lane ROW, plus 125% of the City-approved Engineer's estimated costs for the City to Complete the County Road 150 ROW Improvements and/or the Petty Lane ROW Improvements.

Service Contract: means any contract with the District for goods or services, including water service, fire protection, and emergency response services, but specifically

excluding professional service contracts and contracts for design, permitting and construction of the Public Infrastructure.

Service Units: has the meaning given to the term "Service Unit" in the City Code of Ordinances Section 13.32.10.E, calculated as described in Section 13.32.050 of the City Code of Ordinances, as the same may be amended from time to time by the City Council in its sole discretion.

Sidewalk: means a concrete sidewalk to be constructed by Developer within the boundaries of the Land, at no cost to the City, having varying widths (depending on location) and to be owned and maintained by the County or an HOA or the District (depending on location).

Sidewalk Easements: means, collectively, easements, in a form acceptable to the HOA or the District, as applicable, allowing the Sidewalks to meander outside the ROW into an Open Space Area owned by an HOA or the District, and requiring the sidewalk to be owned and maintained by the HOA or the District.

Structure: has the meaning given in the UDC, but in any event, also includes every structure designed or intended for human occupancy and every accessory structure intended for human occupancy.

TCEQ: means the Texas Commission on Environmental Quality, or its successor agency.

Trails: means, collectively, the pedestrian and bike trails to be constructed by Developer at no cost to the City within the Public Parkland and connecting to the nearby Open Space Areas (within the Land) and allowing for future connection by others with the existing "Berry Springs Park and Preserve Trail" (outside of the Land) as shown on the Conceptual Parks and Open Space Plan), being at least ten feet (10') wide, constructed of concrete, or, if approved in advance by the City's Director of Parks and Recreation, of asphalt, crushed granite, or natural materials, and providing for pedestrian and bicycle circulation, to be located generally where shown on the Conceptual Parks and Open Space Plan.

Transportation Improvements: means and includes all roadways in or serving the Project, including (without limitation), County Road 150 ROW (with improvements), the Petty Lane ROW (with improvements), the Petty Lane Entry Road, the County Road 150 Driveway and Intersection (with improvements), the County Road 150/Petty Lane Intersection (with improvements), and all Internal Roads, to be constructed in phases as described in this Agreement and shown on ***Exhibit D.*** The term also includes all drainage

and stormwater management improvements serving the above-referenced roadways and the Intersections, but does not include the "Drainage Facilities."

TxDOT: means the Texas Department of Transportation.

"Unified Development Code" or *"UDC"* has the following meaning, given that this Agreement has been negotiated at the same time as the City's Unified Development Code was undergoing revision; therefore, for the purposes of this Agreement, the term "UDC" means the version of the City's Unified Development Code posted for review on the City's agenda for the July 28, 2026 City Council meeting, and approved by City Council on August 11, 2026. Notwithstanding the foregoing, Developer may elect, in its sole discretion, to comply with later versions of, or amendments to, the UDC adopted by the City Council after August 11, 2026, if any.

Vertical Development: means the construction, installation or remodeling of Structure(s) for which the City typically requires a building permit.

Wall and Fencing Standards: means the design and construction standards for the HOA Walls and Fencing attached as ***Exhibit W.***

Walls and Fencing: means the walls and fencing meeting the Walls and Fencing Standards separating residential Lots from the Petty Lane Entry Road, Open Space Areas, Amenity Center Site, Private Parkland with Public Access, and the Drainage Facilities, placed within an Open Space Area or within perpetual easements granted to the HOA or the District if not within an Open Space Area, and not in any ROW, Non-Exclusive PUE, the Major Wastewater Line Easement, City Utility Easement, or any other easement to be constructed by Developer and maintained in perpetuity by the HOA or the District at no cost to the City, generally where shown on the Conceptual Walls and Fencing Plan and the Conceptual Parks and Open Space Plan.

Wastewater Facilities: means, collectively, the Major Wastewater Line and the Internal Wastewater Improvements to be constructed by Developer at no cost to the City to enable the City to provide retail wastewater service to the Land, and which are to be transferred to the City on Completion for ownership, operation, and maintenance. The term "*Wastewater Facility*" shall mean any one (1) of the Wastewater Facilities.

Wastewater Service: means the provision by the City of domestic wastewater collection and treatment services to retail customers within the District.

Water Service: means provision by the Jonah Water Special Utility District of domestic water services to retail customers within the District.

ARTICLE 2. CONSENT TO CREATION; REQUIRED CONDITIONS

2.01 **Petition for Consent to Creation of the Districts.** The City acknowledges receipt on October 2, 2025 of the Creation Petition, in accordance with Section 54.016 of the Texas Water Code, for creation of a "city service district" over the Land in the City's ETJ that may exercise all power granted by Chapters 49 and 54 of the Texas Water Code. The City Council grants its consent to creation of one "city service District" on the Land, subject to the terms and conditions of this Agreement and the Related Agreements.

2.02 **Reimbursement of City Costs and Expenses.** As additional consideration for this Agreement, Developer shall pay to the City an amount equal to all applicable City application fees, plus the City's out-of-pocket costs, fees, and expenses (including but not limited to attorney's fees and other professional service fees), incurred by the City in connection with the City's consent to formation of the District, and negotiation and preparation of this Agreement and the Related Agreements. All such costs, fees and expenses that were invoiced to Developer prior to the date that this Agreement is considered by City Council shall be paid in full to the City before this Agreement is considered at First Reading by the City Council. All remaining or additional amounts must be received by the City on or before the Effective Date. In addition, during the term of this Agreement, Developer or the District shall remit to the City within thirty (30) days after receipt of request for same, payment for any additional fees, costs or expenses incurred by the City in the administration or amendment of this Agreement or the Related Agreements, as provided in **Section 4.03**.

2.03 **Organizational Meeting of the District's Board.** The first organizational meeting of the District's Board must be held within sixty (60) days after the issuance of the District Creation Order.

2.04 **Execution of this Agreement by the District.** At the first organizational meeting of the District, the District's Board must approve this Agreement, cause this Agreement to be signed by a duly authorized representative of the District's Board, and return a fully executed, certified copy of this Agreement to the City Attorney within fifteen (15) days after the date of the organizational meeting of the District's Board.

2.05 **Execution of Consent to the Partial Assignment of Receivables Agreement by the Districts.** At its first organizational meeting, the District's Board must consent to the Partial Assignment of Receivables Agreement executed by Developer, as evidenced by the signature of a duly authorized representative of the District's Board, and return a fully executed, certified copy of the Partial Assignment of Receivables Agreement to the City Attorney within fifteen (15) days after the date of the organizational meeting of the District's Board.

2.06 **Limit on the District's Authority**. Prior to the time that this Agreement is executed by Developer, City, and the District, the time that the Partial Assignment of Receivables Agreements is executed by Developer and consented to by the District, and all such fully-executed documents are returned to the City Attorney, the District shall not issue Bonds or enter into developer reimbursement agreements (unless such developer reimbursement agreements provide that they are only effective if, and when, the foregoing documents have been executed and delivered to the City Attorney) and the District shall be prohibited from taking any affirmative act to do so.

2.07 **Effect of Developer's Failure to Timely Execute and Return Documents**. If the District or Developer fail to approve, execute, and deliver to the City this Agreement or the Partial Assignment of Receivables Agreements within the time frames required by this **Article 2**, and such failure is not cured within fifteen (15) days after Notice from the City, such failure shall constitute a material breach of this Agreement and shall operate to prohibit the District from taking any affirmative act to issue Bonds or executing developer reimbursement agreements until the failure has been cured. In addition, the effectiveness of all reimbursement agreements executed by the District and land development agreements executed by Developer or the District shall be expressly conditioned upon approval and execution by the District's Board of this Agreement and the Partial Assignment of Receivables Agreements with Developer and Developer's respective successors and any Assignee.

2.08 **Deadline for Developer Execution**. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be void and have no further force or effect if this Agreement is not executed by Developer within fifteen (15) days after the City Council has approved same, and Developer has delivered three (3) executable originals to the City Attorney.

2.09 Withdrawal of Consent.

(a). The City's consent to the creation of the District shall be deemed withdrawn and this Agreement shall be void and have no force or effect if:

(i) The District Creation Order has not been issued within twenty-four (24) months after the Effective Date except that if the creation petition is protested at the TCEQ by a person who is not the City, the deadline for issuance of the District Creation Order is extended until a final order is issued by the TCEQ on the creation petition; or

(ii) The District has not held a confirmation election within eighteen (18) months after the issuance of the first District Creation Order.

(b). The City's consent to the creation of the District shall be deemed withdrawn and the District shall be dissolved if the District has been inactive for a period of five (5) consecutive years and has no outstanding bonded indebtedness. For purposes of this provision, "inactive" means that the Board of Directors of the District has not held a meeting during this time.

(c). If an event described in **Subsection (a)** occurs, the intent of the Parties is that the District is not to be created and Developer hereby agrees that this Agreement will terminate automatically, all applications or other documents pertaining to creation of the District or issuance of Bonds submitted to the TCEQ, the Attorney General, or the state legislature shall be withdrawn, no District confirmation election shall be called or held, and Developer shall forbear from executing any documents or instruments or taking any other actions enabling the creation, or confirmation of the creation, of the District. If an event described in **Subsection (b)** occurs, the intent of the Parties is that the District is to be immediately dissolved, and Developer and the District hereby agree to promptly execute and deliver all documents and instruments and take all reasonable actions as may be necessary or appropriate to cause the dissolution of the District to occur as soon as possible. On final dissolution of the District for the reasons described in Subsection (b), this Agreement will automatically terminate as to the District. If any event described in **Subsection (a) or Subsection (b)** occurs, neither Developer nor the District shall contest or appeal TCEQ proceedings or decisions to dissolve the District or oppose the City's request for a public and/or contested case hearing on a petition filed with the TCEQ for creation of the District (or any other special district) on the Land or any part of the Land without the City's written consent evidenced by the City's execution of a consent agreement pertaining to the Land or any part of the Land. Further, if any event described in either **Subsection (a) or Subsection (b)** occurs, the District expressly and irrevocably waives any claims against the City for repayment of costs and expenses which would otherwise be eligible to be reimbursed to Developer by the District pursuant to the rules and regulations of the TCEQ or other applicable law.

2.10 **Required Submittals to the City Prior to Creation of the District**. Concurrently with the submission of the District creation application to the TCEQ, Developer agrees to submit to the City a copy of the draft application and all supporting documents, including (without limitation) evidence that the land to be included in the District is coterminous with the boundaries of the Land and is in the City's ETJ, and a financial statement of Developer as required by TCEQ rules.

2.11 **No Incorporation; No Other Jurisdiction; No Annexation**. In furtherance of the purposes of this Agreement, the District and Developer, on behalf of themselves and their respective successors and assigns, covenant and agree that, except after

receiving written consent from the City Council, none of them shall: (1) initiate, seek or support any effort to incorporate the Land or any part thereof; or (2) sign, join in, associate with, or direct to be signed any document seeking to incorporate the Land or seeking to include the Land within the boundaries of a special district, governmental assessment jurisdiction, other municipality, or any other governmental entity or area other than the City; (3) initiate, seek or support any effort to annex additional land into the boundaries of a District; or (4) initiate, seek or support any effort to remove all or any portion of the Land from the corporate boundaries of the City's ETJ or, after annexation by the City , from the City limits.

2.12 **No Property Tax Exempt Entities.** With respect to all land in the Multi-Family Residential Development Area, together with all improvements now or hereafter located thereon (collectively, the "Multi-Family Land"), Developer and District, on behalf of themselves and their respective successors and assigns, covenant and agree that, unless approved in advance by the City Council via a written amendment to this Agreement and to any affected Exhibits and Related Agreements, none of them shall cause, suffer, allow, initiate, seek or support (a) conveyance of any part or interest in the Multi-Family Land to a Tax-exempt Entity; (b) financing of any development on the Multi-Family Land or portion of the Multi-Family Land by or through a Tax-Exempt Entity; or (c) the filing of any application for, or the claim or acceptance of a property tax exemption for any portion of the Multi-Family Land. For purposes of this section a Tax-Exempt Entity means any person or entity that is, or upon acquiring an interest in Multi-Family Land would become, eligible for a property tax exemption including but not limited to, Public Facility Corporation created under Texas Local Government Code Chapter 303 or Housing Finance Corporation Chapter 394 (or their successor statutes)

2.13 **Annexation of Land into the District**. No additional land other than the Land can be annexed into the District without the prior written consent of the City Council, and amendment of this Agreement and the affected Related Agreements. Any attempted annexation of additional land into the District without the prior written consent of the City Council, including amendments to this Agreement and the affected Related Agreements, will have no force or effect.

2.14 **Limit on Exercise of Eminent Domain Powers**. The District is not authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of the District except (i) when necessary to obtain the Off-Site Wastewater Line Easement, the Access Easements, or off-site easements for Drainage Facilities or Water Service, which shall not require prior approval by the City Council; or (ii) when such power is exercised with the express prior written consent of the City Council.

2.15 **Service Contracts and Interlocal Agreements**. The District shall not, without the prior written approval of the City Manager, enter into any Interlocal Agreements permitted by the Interlocal Cooperation Act, Chapter 791, Government Code; and Section 552.014 of the Texas Local Government Code or any Service Contracts with terms that (a) would require the payment of a "termination" or similar fee for their termination; or (b) are not unilaterally terminable by the District upon (x) sixty (60) days' notice or less; or (y) the end of the District's then-current fiscal year, whichever is later. The City Manager shall timely review all contracts submitted under this Section and either approve them or provide written comments specifically identifying any changes required for approval within thirty (30) days of receipt. If no City comments are received within such time, the City's consent to the Interlocal Agreement or Service Contract will be deemed to have been granted.

ARTICLE 3. ISSUANCE OF BONDS BY DISTRICT

3.01 **Restrictions on Issuance of Bonds**. The District shall not issue Bonds until all of the conditions listed below have been met:

(a). The documents required by **Section 2.04 and Section 2.05** of this Agreement are fully executed and delivered to the City in accordance therewith; and

(b). The Off-Site Wastewater Line Easement (in Approved Form) has been acquired by Developer on behalf of the City and said easement has been recorded in the Official Public Records of Williamson County, Texas, and said easement shall be assigned to the City upon execution of Consent Agreement; and

(c). The rights of way for County Road 150 and Petty Lane have been acquired by or dedicated by Developer to the County

3.02 **Authorized Purposes**. The purposes for which the District may issue Bonds shall be restricted to the following:

(a). Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

(i) Provide a water supply for the District for municipal, domestic and commercial uses; and

(ii) Collect, transport, process, dispose of, and control all domestic, commercial, industrial or communal wastes from the District, whether in fluid, solid or composite state; and

(iii) Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District; and

(iv) Roads or improvements in aid of roads as authorized by Section 54.234, Texas Water Code, and Article III, Section 52, Texas Constitution; and

(v) Provide parks and recreation facilities for the inhabitants of the District, subject to the provisions of this Agreement and Chapters 49 and 54 of the Texas Water Code; and

After any of the facilities for which the District has issued Bonds have been conveyed to a Governmental Authority, the HOA, or the District for operation and maintenance, which conveyances shall occur within the timeframes specified in this Agreement, the District shall not issue any Bonds to repair or maintain such facilities without the prior written consent of the City Council.

(b). Payment of creation costs, organization expenses, initial operation expenses, cost of issuance, interest during construction, capitalized interest and similar expenses typically incurred by municipal utility districts in the issuance of bonds such as the Bonds, including issuance, administrative, insurance and regulatory expenses related to issuance of any Bonds and the land, easements, works, improvements, facilities, plants, equipment, and appliances being financed by the Bonds, and payment of any other costs authorized by Section 49.155 of the Texas Water Code; and

(c). Refunding of any outstanding Bonds of the District for a debt service savings; provided, however that any such refunding Bonds otherwise satisfy the requirements of this Agreement.

3.03 **Timing of Issuances.** The District contemplates that it may be able to issue Bonds generally as set forth in the Finance Plan attached hereto; however, the Parties understand that the actual timing, size and issuance of Bonds will be subject to the terms of this Agreement, market, economic and other variables that occur.

3.04 **Amount of Bonds**. In consideration of the City's consent to the creation of the District, the District agrees that the total amount of Bonds issued by the District for all purposes, excluding refunding Bonds, shall not exceed the Bond Limit Amount for any of the authorized purposes in **Section 3.02** of this Agreement, unless specifically approved by the City Council. Developer and the District acknowledge and agree that the Bond Limit Amount is sufficient to accomplish the purposes of the District, and that Developer and the District have voluntarily agreed to the Bond Limit Amount. District improvements or facilities, if any, the cost of which exceeds the Bond Limit Amount, shall

be dedicated to the District without reimbursement unless otherwise approved by the City Council.

3.05 **Bond Requirements**. The District shall obtain all necessary authorizations for Bonds in accordance with this Agreement, UDC Section 13.10, and the laws applicable to the District. To the extent of any inconsistency or conflict with UDC Section 13.10, the terms of this Agreement shall control. All Bonds issued by the District shall comply with the following requirements:

(a). Maximum maturity of twenty-five (25) years from date of issuance for any one (1) series of Bonds; and

(b). Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period immediately preceding the date that the notice of sale of such Bonds is given; and

(c). The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District; and

(d). Any refunding Bonds of the District must (i) provide for a minimum of three percent (3%) present value savings, (ii) provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds, (iii) be preceded by delivery of a certificate from the District's financial advisor that demonstrates that the proposed refunding shall comply with this **Section 3.05(d)** at least three (3) business days before execution of the purchase agreement for the refunding. The District must deliver evidence of its compliance with the requirements of this **Section 3.05(d)** to the City within three (3) business days after the execution of the purchase agreement for the refunding; and

(e). No Bonds shall be issued having an issuance date more than twelve (12) years after the date of the first issuance of Bonds by the District without the City's prior written consent.

3.06 **Certifications and Notice**. At least thirty (30) days before submission of an application for issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall provide to the City Secretary:

(a). The written certification from the District's financial advisor and legal counsel: (i) that the proposed Bond issuance complies in all respects with this Agreement,

accompanied by supporting documentation of such compliance; (ii) that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Williamson County (with respect to Bonds subject to TCEQ regulation) and in conformity with this Agreement; (iii) that the targeted date of the bond issuance, as well as the maximum maturity date and an affirmative representation the those dates are in compliance with this Agreement; (iv) the estimated amount of the MDF associated with the issuance; and (v) an affirmative representation that Developer and District are not in breach of this Agreement or any Related Agreement.

(b). A notice (a "**Bond Issue Notice**") containing (a) the amount of Bonds being proposed for issuance; (b) a general description (to include, at a minimum, the name of each project being reimbursed) of the projects to be funded and/or the Bonds to be refunded by such Bonds; (c) the proposed debt service of the District, and (d) the District's projected total tax rate after the issuance of the Bonds.

(c). As to the above certifications and any other matter required by this Article to be certified in writing, Developer and the District hereby represent and warrant that every statement in any certification shall be true and correct in all material respects and that the person signing the certification will have been given the requisite authority to do so on behalf of Developer or the District. If the District is not required to obtain TCEQ or Attorney General approval of the issuance of the Bonds, the District shall deliver such certifications and Bond Issue Notice to the City Secretary at least sixty (60) days prior to the issuance of Bonds, except for refunding Bonds.

3.07 **Bond Objections**. The City shall have a period of sixty (60) days after receiving the last of the certifications and notices required by **Section 3.06** of this Agreement within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the District is in material default of a provision of the Consent Ordinance, this Agreement or the Related Agreements. If the City objects to a proposed Bond issue ("**City Objection**"), such an objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the provision(s) in the Consent Ordinance, this Agreement, or a Related Agreement for which the District is in default. It shall not be a basis for a City Objection that the City disagrees with District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ, if applicable, and the Attorney General. In the event a City Objection is timely given to the District with respect to a specific Bond application as required by this **Section 3.07**, the City and the District shall cooperate to resolve the City Objection within a reasonable time (not more than 90 days), and the sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived.

Unless otherwise cured by written agreement of the Parties, a City Objection shall only be deemed cured if (x) the District files a petition seeking declaratory judgment in state district court, (y) not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to, the City's right to intervene in, such a declaratory judgment action, and (z) the district court (or an appellate court, if an appeal is filed) determines that the District or Developer is not in default with respect to any provision of this Agreement, the Related Agreements or the Partial Assignment of Receivables Agreement or, alternatively, finds that if such a default had previously occurred, the default has been cured. A City Objection may only be waived by the City Council.

3.08 **Official Statements**. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary a copy of the final official statement for such series of the Bonds, and the District shall promptly provide such information at no cost to the City.

3.09 **Reporting**. The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary; and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary within thirty (30) days after filing such notices with the applicable federal agency.

3.10 **Reimbursement Agreements**. In addition to the limitations on Bond issuance set forth elsewhere in this Agreement, the District agrees not to issue Bonds for purposes of reimbursing Developer for any costs or expenses paid by Developer after the tenth (10th) anniversary of the date of the first issuance of Bonds by the District, which costs and expenses would otherwise be eligible to be reimbursed to Developer by District pursuant to the rules and regulation of the TCEQ or other applicable law, unless otherwise consented to by the City Council hereafter. District and Developer expressly and irrevocably waive any claims against the City for repayment of such indebtedness following full purpose annexation. The District agrees that all Reimbursement Agreements that it enters into with Developer or any subsequent developer shall include the following provision relating to any sums payable by the City upon full purpose annexation of the District under Section 43.0715, Texas Local Government Code:

> If, at the time of full purpose annexation of the District, Developer has completed the construction of or financed any facilities or undivided interests in facilities on behalf of the District in accordance with the terms of this agreement, but the District has not issued Bonds to reimburse Developer for the cost of the facilities

or undivided interests in facilities, Developer agrees that it will convey the facilities or undivided interests in question to the City, free and clear of any liens, claims or encumbrances, subject to Developer's right to reimbursement under Section 43.0715, Texas Local Government Code, except as such reimbursement rights are waived or modified by the Consent Agreement pertaining to creation of the District.

ARTICLE 4. TAXES, FEES AND CHARGES

4.01 **Tax Rate Considerations for Proposed Bonds**. Before the issuance of Bonds for water, sewer, drainage, and recreational facilities, the District must provide to the City a final TCEQ order approving the Bond issue (and the accompanying staff memorandum) that indicates concurrence by the TCEQ, made in accordance with the TCEQ's then-existing rules, that it is feasible to sell the Bonds and maintain a projected District combined tax rate (i.e., the District's debt service tax rate plus the District's operation and maintenance tax rate) that is not more than $0.95 per $100 (the "**Feasibility Tax Rate**") or less than $0.45 per $100 (the "**Minimum Tax Rate**") in assessed valuation on an annual basis. The District agrees the Feasibility Tax Rate is sufficient to pay debt service on the Bonds in accordance with the terms of each resolution or order approving the issuance of its Bonds in each year while such Bonds are outstanding until the full purpose annexation of the District. The District agrees to adopt its annual tax rate in compliance with the legal requirements applicable to municipal utility districts, to report the tax rate set by the District each year to the District's tax assessor/collector, and to perform all acts required by law for its tax rate to be effective. The District shall maintain all debt service tax revenues in a separate account or accounts from the District's general operating funds. At the time that the City annexes the District, the District shall also require that its bookkeeper provide an accounting allocation of the debt service fund among the various categories of Bond-funded facilities in order to simplify the City's internal allocation of the debt service fund following the full purpose annexation of the District and transfer of the fund to the City. The City, Developer, and the District acknowledge and agree that the Feasibility Tax Rate is sufficient to accomplish the purposes of this Agreement and that Developer has voluntarily agreed (and the District upon creation will voluntarily agree) to the Feasibility Tax Rate. Notwithstanding the foregoing or anything else in this Agreement to the contrary, however, (i) the District and the City understand that the District's power to levy taxes to pay the principal of and interest on Bonds up to the Bond Limit Amount will be unlimited as to rate and amount if necessary to make authorized Bond payments; and (ii) except as prohibited by law, the District's combined tax rate (i.e., the District's debt service tax rate plus the District's operation and maintenance tax rate) must be greater than the City's tax rate at all times so that, upon annexation by the City of the District, the tax burden on the property owners within the District will decrease.

Should the assessed value within the District increase such that the District's total tax rate could be lowered below the City's then existing ad valorem tax rate, the District agrees that it will, to the extent permitted by law, increase its debt service tax rate so that the District's total tax rate equals the City's then current total ad valorem tax rate in order to accelerate the Bond redemption rate.

4.02 **District Fees**. The District agrees that the City shall be exempt from, and will not be assessed, any District fees.

4.03 **Further Reimbursement of City Expenses.** In addition to the fees paid pursuant to **Section 2.02**, during the term of this Agreement Developer, or the District shall pay to the City any additional fees, costs and expenses in connection with the amendment, implementation or administration of the parts of this Agreement related to the City's supervision of the District's activities under this Agreement. The costs, fees and expenses required to be paid by this **Section** shall be paid in full to the City within thirty (30) days of receipt of a statement regarding same from the City. Without limiting the City's right to seek an award of attorney's fees, this **Section** does not apply to costs, fees or expenses incurred as a result of litigation.

4.04 Master Development Fee.

(a). **Payment Required**. As additional consideration for this Agreement, Developer shall pay to the City the Master Development Fee ("**MDF**") out of proceeds from each issuance of Bonds by the District. The calculation of each MDF payment will be in accordance with the formula attached hereto. The District and Developer shall ensure that each MDF installment payment will be paid to the City simultaneously with Developer's reimbursement from the Bonds.

(b). **Partial Assignment of Receivables Agreement**. Developer hereby makes a partial assignment of its reimbursement rights to the City, as evidenced by the executed Partial Assignment of Receivables Agreements attached hereto**.** In addition to the requirements of **Section 14.03** of this Agreement, no assignment of Developer's reimbursement rights or this Agreement or a Related Agreement shall be effective unless and until the City receives a fully executed Partial Assignment of Receivables Agreement pursuant to which the City has a right to receive the Master Development Fee out of developer reimbursements as Bonds are issued in accordance with this Agreement.

ARTICLE 5. SERVICES TO THE DISTRICT

5.01 **Wastewater Service – General.** Subject to the additional provisions of **Article 12** of this Agreement and to other wastewater-service related terms and

conditions elsewhere in this Agreement and in the Governing Regulations, Wastewater Service up to 526 Service Units shall be provided by the City to retail wastewater customers within the Land on the same terms, conditions, and rates as the City's other retail wastewater customers located in the City's ETJ. Developer shall construct all Wastewater Facilities necessary and required by this Agreement for retail water service to be provided to the Land by the City up to the customer side of the wastewater main. All Wastewater Facilities shall be designed and constructed in accordance with the Governing Regulations.

5.02 **Solid Waste Services, Bulky Waste Services, Yard Trimmings Services, and Recycling Services.** Residential Services (defined below) and Non-Residential Services (defined below) shall be provided to customers within the Land by the City's solid waste service provider(s) and no other providers. As used in the Agreement, the term "**Residential Services**" shall mean Solid Waste Services, Bulky Waste Services, Yard Trimmings Services, and Recycling Services for Residential Units, and the term "**Non-Residential Services**" shall mean Solid Waste and Recycling Services for Non-Residential Units, and all of the foregoing capitalized terms shall have the same meaning as set forth in the City's contract(s) for the provider(s) of such services. Unless the City notifies the District otherwise at least 180 days in advance, the City shall be responsible for setting up accounts to bill customers within the Land for the above-described services, and for billing and collecting for those services.

5.03 Water Service.

(a). **General.** Water Service to the Land will be provided by the Developer pursuant to a separate agreement with Jonah Water Special Utility District, the certificated provider of retail water service to the Land. The City will not provide any water service to the Developer, the District, a Lot, or any water meter or water connection on the Land. The City shall have no responsibility whatsoever for any water service, or lack thereof, to the Land.

(b). **Fire Flow.** Developer must provide, or cause to be provided by Jonah Water Special Utility District, fire flow to the Land that conforms with the standards and requirements of Appendix B, Section 105 of The International Fire Code (IFC) 2021. The City shall have no responsibility whatsoever for providing fire flow services to the Land.

5.04 Police, Fire and EMS Services.

(a). **General**. The Land is within the City's ETJ and the jurisdictional boundaries of ESD No. 8, therefore, the City will not provide police, fire, or emergency medical services to the District because the City is not the authorized provider of those

services to the Land. The City shall have no responsibility for providing any of those services.

(b). **Fire Hydrants**. Developer shall cause Jonah Water Special Utility District to maintain any fire hydrants that are a part of the public water system serving the Land. Developer agrees that restrictive covenants for the Land shall require that any privately-owned fire hydrants, such as those located within commercial developments, including apartment complexes, that are located outside of an easement conveyed to the retail water service provider for the Land shall be owned, operated, and maintained by the owner of the property on which the hydrants are located. The restrictive covenants shall also require that commercial property owners perform maintenance of all privately-owned fire hydrants on their property in accordance with Jonah Water Special Utility District's maintenance recommendations. The City shall have no responsibility for maintenance of any fire hydrants.

(c). **Fire SIP Fee**. For so long as the City has a contractual relationship with ESD No. 8 pursuant to which the City provides to ESD No. 8 fire station improvements, land for fire stations, fire-fighting equipment, or fire-fighting personnel, for each Lot on the Land, a Fire SIP fee of $630 shall be due and payable to the City at the time of application for a building permit. The City agrees that it shall use the Fire SIP Fees only for the purposes of providing contractual fire services (including facilities, equipment and personnel) to ESD No. 8.

5.05 **Street Lighting**. Developer will construct street lighting within the boundaries of the District in compliance with the applicable standards of the Pedernales Electric Cooperative, the certificated electric service provider for the Land.

5.06 **Services Outside the District**. The District shall not be authorized to provide water, wastewater, solid waste, fire, police, EMS or any other services outside the boundaries of the District without the express written consent of the City Council, at the City Council's sole discretion.

ARTICLE 6.
POST-ANNEXATION SURCHARGE; ANNEXATION BY CITY

6.01 **Post-Annexation Surcharge.** After the date the District is annexed by the City for full purposes, the City may charge customers within the District a Post-Annexation Surcharge, as permitted by Section 54.016(h), Texas Water Code, to compensate the City for its assumption of obligations of the District, provided that, at the time of annexation, at least 90% of the facilities for which District Bonds are authorized have been installed. For purposes of this **Section**, 90% of the facilities for which District

Bonds are authorized will be deemed to have been installed at such time as all of the Public Infrastructure required to serve 90% of the Land has been constructed. The Post-Annexation Surcharge will be calculated based on the criteria and in accordance with the formula attached as ***Exhibit X.*** The Post-Annexation Surcharge may be charged and collected by the City, in addition to the City's water and sewer rates, until the bonded indebtedness of the District has been retired or for a period of 30 years after the date of full purpose annexation of the District, whichever occurs first. The City will have the right to recalculate the amount of the Post-Annexation Surcharge if necessary to compensate the City for additional outstanding obligations of the District assumed by the City or if the variables used to calculate the Post-Annexation Surcharge change, and such recalculated surcharge may be charged and collected as provided herein. The provisions of this **Section** will be disclosed at contract signing and closing to each purchaser of land within the District. The Parties agree that the formula set forth on ***Exhibit U*** meets the requirements of Section 54.016(h)(4), Texas Water Code.

6.02 Annexation of the District by the City.

(a). **General**. The Parties acknowledge and agree that the Land lies wholly within the City's ETJ. The Parties further acknowledge and agree that the creation of the District, and the City's consent thereto, are for purposes that include promoting the orderly Development and extension of City services to the Land upon annexation.

(b). **Filing of Notices**. Within thirty (30) days after the TCEQ's issuance of the District Creation Order, the District shall file in the real property records of Williamson County (1) a notice in the form required by Section 49.452 of the Texas Water Code; and (2) a notice stating the extent of City services and that the City has the right to annex the Land subject to the terms and conditions of this Agreement.

(c). **Full Purpose Annexation**. Unless provided otherwise in the SPA, the City agrees that it shall not annex for full purposes any of the Land within the District until the earlier of:

(1) the expiration or termination of this Agreement between the City and the District; or

(2) the fifteenth (15th) anniversary of the date of the first issuance of Bonds by the District.

On full purpose annexation, except as otherwise provided in this Agreement or the SPA, the District shall be dissolved and the City shall assume the obligations of the District, including the obligation for the payment of the District's outstanding debt obligations,

subject to the terms and conditions of this Agreement and the Texas Water Code. DEVELOPER, THE DISTRICT AND ALL FUTURE OWNERS OF THE LAND (INCLUDING END-BUYERS) IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE ANNEXATION OF THE LAND INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE REQUEST THE DEVELOPER AND ALL FUTURE OWNERS OF ALL OR ANY PART OF THE LAND TO ANNEXATION OF THE LAND INTO THE CITY LIMITS IN ACCORDANCE WITH THIS AGREEMENT.

(d). **Zoning on Annexation by the City**. Contemporaneously with the annexation of any land within the District, the City will support zoning of any undeveloped property within the District consistently with the land uses set forth in the Land Plan, and support zoning of all developed property consistently with the land uses in existence on the date of the annexation.

ARTICLE 7. DISTRICT REPORTING

7.01 **District Information to be Provided to the City**. The District shall provide a copy of the following documents to the City Secretary, in the manner provided in **Section 16.03** of this Agreement pertaining to Notices, within the timeframes specified below:

(a). Agendas: a copy of the agenda for each meeting of the District's Board concurrently with the posting required by the Texas Open Meetings Act.

(b). Minutes: a copy of the minutes of all meetings of the District's Board and of any committees or subcommittees created by the District's Board within ten (10) days of the date of approval of such minutes by the District's Board, committee, or subcommittee, as applicable.

(c). Tax Rate: a copy of each order or other action setting an ad valorem tax rate within ten (10) days after the District's Board adopts the rate.

(d). Budgets: a copy of the District's budget for each fiscal year within ten (10) days after approval of each budget by the District's Board.

7.02 **Financial Dormancy Affidavit, Financial Report or Audit**. The District shall file a copy of its annual financial dormancy affidavit, annual financial report or annual audit of its debt service and general fund accounts, whichever is required under the Texas Water Code, with the City Secretary, within ten (10) days after approval of each

financial dormancy affidavit, financial report or audit by the District's Board. Any audit must be prepared by an independent certified public accountant.

7.03 **Other Documents**. The District shall provide copies of any other material event notices filed under applicable federal securities laws or regulations to the City Secretary within thirty (30) days after filing such notices with the applicable federal agency.

7.04 **Annual Reports.** Before February 1 of each calendar year, the District and Developer shall submit a joint report to the City Manager that includes, for the prior calendar year, the following information: (1) the total number of Lots on the Land for which final plats have been recorded in the Official Public Record of Williamson County, Texas; (2) the total number of Lots on the Land for which final plat applications have been submitted to the City and remain pending; (3) the number of building permits issued for Structures on the Land, (4) the number of water and wastewater connections made on the Land; (5) a description of which requirements in this Agreement were triggered in the previous calendar year; and (6) a description of how and when the triggered requirements were satisfied.

ARTICLE 8. LAND DEVELOPMENT

8.01 **Land Plan, Development Area Standards, Additional Land Development Standards.** The City Council hereby approves the attached Land Plan, the attached Development Area Standards, and the attached Additional Land Development Standards.

8.02 **General**. Except as specifically allowed otherwise by this Agreement, Developer shall cause all Development on the Land to comply with the UDC. All Development on the Land must comply with the Land Plan, the Development Area Standards, the Additional Land Development Standards, the Phasing Plan, and all other applicable provisions of the Governing Regulations. Completed Land Development Checklists in the form attached as ***Exhibit O*** must be included with each request for a building permit or certificate of occupancy (as applicable) attesting to compliance with the relevant terms and conditions of this Agreement.

8.03 Modifications to Land Plan or Development Area Standards.

(a). **Minor Modifications**. Minor Modifications to the Land Plan or the Development Area Standards may be approved administratively by the City's Director of Planning and will not require an amendment to this Agreement. Minor Modifications to Land Plan and/or the Development Area Standards allowed by this Agreement shall

not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code.

(b). **Major Modifications**. Major Modifications to the Land Plan or the Development Area Standards must be approved by the City Council and must be in the form of a written amendment to this Agreement that contains a modified Land Plan and/or modified Development Area Standards, and modifies the terms of this Agreement to reflect the Major Modification(s) as needed; and each such amendment will be recorded in the Official Public Records of Williamson County by the City at the expense of Developer. All Major Modifications to the Land Plan and/or the Development Area Standards shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modification shall apply unless the City Council agrees otherwise in the amendment to this Agreement memorializing the Major Amendment.

(c). **Definition of "Land Plan" and "Development Area Standards" After Modification**. All references in this Agreement to the Land Plan means the then most current City-approved Land Plan. All references in this Agreement to the Development Area Standards means the then most current City-approved Development Area Standards.

8.04 **Demonstration of Water and Wastewater Service Availability.** No final plat for any Development on the Land (or the portion of the Land being final platted) will be approved by the City until the Dry Berry Creek Interceptor, the Major Off-Site Wastewater Line, and the portion of the Major On-Site Wastewater Line needed to serve the Land (or the portion of the Land being final platted), has been Completed and accepted for ownership, operation and maintenance by the City. No final plat for any Development on the Land will be approved until the Developer has provided a copy of the Non-Standard Service Agreement between Developer and Jonah Water Special Utility District confirming adequate water service to the Land (or portion of the Land being final platted), including provision of fire flow meeting the standards set forth in **Section 5.03(b)**.

8.05 **Phasing Plan.** The Developer may Develop the Land in phases per the Project Phasing Plan, *except that* the following provisions shall apply:

(a). Development in the Multi-Family (MF) Residential Development Area (Phase 2 of the Project) will be concurrent with the horizontal development of Phase 3 of the Project.

(b). Development in the portion of the Medium-Density Residential Development Areas (portion of Phase 3 and portion of Phase 4 of the Project), the Low-Density Residential Development Area (portion of Phase 4 of the Project), and the Commercial Development Area (Phase 5 of the Project) may occur only after Completion of the Phase 1 Roadway Improvements and the Phase 2 Roadway Improvements.

(c). No site development plan or Vertical Construction for any Development in the Multi-Family Residential Development Area (Phase 2 of the Project) will be approved by the City unless and until all Lots shown on the final plat(s) for Phase 1 have completed horizontal development thereon for which the City has issued final acceptance of infrastructure for such Phase. It is the intent of the Parties that Phase 1 of the Project be horizontally developed before Development (other than Public Infrastructure) in the Multi-Family Residential Development Area (Phase 2 of the Project) commences.

~~(d).~~ Developer shall Complete or cause Completion to occur of the Amenity Center Improvements during Phase 3 of the Project, and prior to and as a condition of City approval of a final plat application for any portion of the Land that is not within the Multifamily (MF) Residential Development Area (Phase 4 of the Project).

8.06 Compliance with the Governing Regulations.

(a). **General**. Except where stated otherwise in this Agreement, the Parties agree that the Land will be Developed in compliance with the Governing Regulations as if it were in the City's corporate limits even though the Land is not within the City's corporate limits. This means, among other things, that building permits and certificates of occupancy are required for Structures on the Land, as if the Land were located within the City limits. In the event of any inconsistency between the terms of this Agreement and the other Governing Regulations, the terms of this Agreement shall prevail. Developer acknowledges that, in addition to the Governing Regulations, the Project is subject to the jurisdiction of other Governmental Authorities and will have to comply with applicable laws, rules and regulations of such Governmental Authorities, including laws, rules and regulations of Governmental Authorities which have been delegated to the City for enforcement or administration.

(b). **Vertical Development.** The Parties agree that although the Land is not within the City's corporate limits, Vertical Development on the Land will require the constructing, installing or remodeling party to obtain building permits and/or certificates of occupancy from the City, applications for which must include a completed Land Development Standards Checklist in the form attached as ***Exhibit O***, and the issuance of which will be governed by the Governing Regulations and the following provisions of the City Code of Ordinances to the extent applicable to Vertical Development: Sections

2.28.110, 2.28.120 and 2.28.130; Chapter 8.04 (Fire Prevention Code), Title 15 (Buildings and Construction), and Title 13 (Public Utilities and Services), as such provisions may be amended from time to time.

(c). **Inspections and Trip Fees.** The City will perform inspections on Structures on the Land and will issue a Building Permit or Certificate of Occupancy (as applicable) when all inspections are satisfactorily completed. The Parties agree that in addition to inspection fees assessed by the City, an additional fee of $50.00 per trip will be assessed for each trip the City makes, and the trip fee will be collected from the contractor/homebuilder as a condition of satisfactory completion of the inspection. Effective when the City adopts a fee schedule for trip fees applicable to the Land (or areas similarly situated as the Land) that are higher than the trip fee amount stated above, said higher trip fees will apply. The City will retain copies of all inspection reports in accordance with its record-keeping policies, and provide them to the District on request.

(d). **Lot Count Reporting.** To facilitate compliance with several provisions of this Agreement, with each final plat application, Developer must submit a summary chart and tally showing the following information (i) the total number of single-family residential Lots and that are included on recorded plats, with reference to the Document Number of the plat as recorded in the Official Public Records of Williamson County, Texas; (ii) the total number of single-family residential Lots that are included on final plats that have been approved by the City but not yet recorded, with reference to the project number assigned by the City to the final plat application; (iii) the number of single-family residential Lots that are included on applications for final plats that are pending with the City but not yet approved by the City, with reference to the project number assigned by the City to the final plat application; and (iv) the number of single-family residential Lots that are included in the application for final plat being submitted.

8.07 **Trees.** Before causing, suffering, or allowing any tree removal from the Land, Developer must submit a tree survey showing the number of Heritage Trees on the Land. In addition, as a condition of preliminary plat approval for any portion of the Land, the Developer shall comply with the requirements of Section 8.05.010 (Tree Preservation Plan). Developer agrees that mitigation for removal of a protected tree will be in accordance with the requirements and methodology set forth in the UDC.

8.08 HOA.

(a). HOA Required. Prior to the first closing of a sale of a Lot on the Land, 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 the Master Covenant creating the HOA (and including, among other things, the additional provisions required by this Agreement to be included in the Master Covenant).

(b). Maintenance Agreements Required. Unless an earlier time is specified in this Agreement, before Developer transfers control of the board of the HOA to the End Buyers within the Land, Developer will cause the HOA and/or the District to enter into a Maintenance Agreement(s) for all HOA/District Areas and Improvements and the HOA/District Infrastructure in substantially the form attached to this Agreement. Developer must provide copies of the fully executed Maintenance Agreement(s) to the City.

(c). **Required Conveyances to the HOA or the District**. On Completion of each of the HOA/District Areas and Improvements and the HOA/District Infrastructure, Developer shall transfer or convey to the HOA or the District said HOA/District Areas and Improvements and HOA/District Infrastructure for perpetual ownership (or right of entry thereto), operation, and maintenance. The City shall have no responsibility for the HOA/District Areas and Improvements or the HOA/District Infrastructure.

(d). **Developer Responsibilities to HOA.** Until the later of (i) the date on which the assessments to be collected from End Buyers produce sufficient funds to perform the obligations of the HOA under the Maintenance Agreement, and (ii) the date on which Developer Completes or causes Completion of construction of Public Infrastructure and the HOA/District Areas and Improvements serving or located within the Land and the HOA/District Infrastructure, Developer will be jointly and severally responsible for performing the HOA's obligations under the Maintenance Agreement. For purposes hereof, the HOA will be deemed to have sufficient funds to perform its obligations if the HOA has operated for two (2) consecutive years after Completion of all HOA/District Areas and Improvements and HOA/District Infrastructure without requiring any subsidies from Developer.

8.09 **Master Covenant.** Developer agrees to record, or cause to be recorded, in the Official Public Records of Williamson County, Texas, a Master Covenant prior to the first sale of a Lot, and the Master Covenant must include, at a minimum, the provisions set forth below:

(a). a requirement for the creation and perpetual existence of an HOA,

(b). a requirement that the End Buyers comply with the water conservation requirements and drought restriction requirements promulgated by Jonah Water Special Utility District,

(c). a requirement that the HOA or District own or have the permanent legal right to access the HOA/District Areas and Improvements and the HOA/District Infrastructure,

(d). a requirement that the HOA or District maintain, in perpetuity, all HOA/District Areas and Improvements and HOA/District Infrastructure in good working order and repair,

(e). a provision incorporating or identical to the attached Development Area Standards and the Additional Development Standards and the provisions in **Section 5.04(b)** pertaining to private fire hydrants,

(f). a commitment by the HOA to assess and collect such dues, fees, and funds needed to perform the obligations of the HOA under this Agreement and the Related Agreements,

(g). the funding obligations of the District with regard to ownership and maintenance of the HOA/District Areas and Improvements and HOA/District Infrastructure, and enforcement of the Master Covenant, and

(h). a provision that the foregoing required provisions of the Master Covenant cannot be amended, revised, removed or otherwise altered or made inapplicable to the Lots on the Land without the prior written consent of the City Council.

(i). The term "Master Covenant" will be deemed to also include ancillary recorded documents such as Notices of Applicability, Development Area Declarations, Design Guidelines, and similar documents.

(j). Developer shall provide a copy of the recorded Master Covenant to the City.

ARTICLE 9. TRANSPORTATION IMPROVEMENTS.

9.01 General.

(a). Requirement to **Complete Transportation Improvements and Transfer to County or District.** Developer shall design and Complete, or cause to be designed and Completed, the Transportation Improvements in compliance with the Governing Regulations and the Conceptual Transportation Plan. All Transportation Improvements and the ROW for the Transportation Improvements must be dedicated or transferred to the County or the District for ownership, operation, and maintenance, as per the County regulations. On Completion of the Transportation Improvements, Developer shall cause

the Transportation Improvements and the ROW for the Transportation Improvements (including related drainage improvements) to be inspected and accepted by the County or the District for ownership, maintenance and repair by the County or the District.

(b). **Connectivity to Adjacent Tracts.** Connectivity to adjacent tracts of land and roadways must be provided in compliance with the UDC; provided that, at a minimum, Developer shall construct a minimum of three (3) street stub outs (connections) to adjacent tracts of land – at least two (2) of which shall connect the Multi Family Area to adjacent tracts of land, such that vehicular traffic can flow between and among the Land and the adjacent tracts of land.

(c). **County Authorization or Private Landowner Consent.** Developer shall be solely responsible for securing the appropriate County Authorization or private landowner consent needed to perform the work on County Road 150 and on Petty Lane required by this Agreement. The City shall have no responsibility or liability to the County or any private landowner therefor.

9.02 **Completion of Phase 1 and Phase 2 Roadway Improvements.** Developer must Complete, or cause Completion to occur, of the Phase 1 Roadway Improvements before the Phase 1 Roadway Improvements Completion Deadline This means that, notwithstanding any provision in the UDC to the contrary, Developer may not post fiscal security in lieu of acquiring the Petty Lane ROW and Completing the Petty Lane Improvements or Completing the Phase 1 Roadway Improvements to receive City approval of a final plat for any portion of the Land, regardless of location.. Developer must Complete, or cause Completion to occur, of the Phase 2 Roadway Improvements before the Phase 2 Roadway Improvements Completion Deadline. This means that, notwithstanding any provision in the UDC to the contrary, Developer may not post fiscal security in lieu of Completing the Phase 2 Roadway Improvements to receive City approval of a final plat for any land outside of the boundaries of Phase 1 of the Project.

9.03 **Completion of Other Internal Roadways.** Developer shall Complete, or cause Completion to occur, of the Internal Roadways that are not within the definitions of Phase 1 Roadway Improvements or Phase 2 Roadway Improvements when required to do so by the UDC.

9.04 Possible City Assistance with ROW Acquisition for County Road 150 Bend Area.

(a). This **Section 9.04** applies to the ROW for the County Road 150 Bend Area only. Developer and the District shall each use commercially reasonable efforts to obtain

the ROW needed for the County Road 150 Bend Area on or before the County Road 150 Completion Deadline.

(b). The City acknowledges that under current law, the District is prohibited by Section 54.209 of the Texas Water Code from using its powers of eminent domain to acquire a site or easement for a road project. Developer acknowledges that on Completion, the ROW for the County Road 150 Bend Area will be owned and maintained by the County or the District, not the City. If Developer and the District are unable to obtain the ROW for the County Road 150 Bend Area on or before the County Road 150 Completion Deadline, after using good faith efforts to do so, Developer and District shall make a timely request to the County to use the County's powers of eminent domain to acquire the ROW for the County Road 150 Bend Area at no cost to the County. If a duly authorized representative of the County provides a written statement to Developer stating that the County refuses to use its powers to assist with acquisition of the ROW for the County Road 150 Bend Area, then the Developer may request that the City assist with the acquisition of the ROW for the County Road 150 Bend Area. Such a request to the City must be accompanied by the Acquisition Documentation from Developer and District; and (ii) the documentation from a duly authorized representative of the County declining or refusing to aid in the acquisition of the ROW for the County Road 150 Bend Area, Developer may request that the City acquire the ROW for the County Road 150 Bend Area. If, at the time of Developer's or District's request to the City for acquisition assistance, the City and County have a written agreement whereby the County affirmatively agrees that the County will own and maintain the ROW for the County Road 150 Bend Area on its Completion, and if otherwise allowed by law, the City shall use its best efforts to acquire the ROW for the County Road 150 Bend Area, using the City's powers of eminent domain if necessary, at Developer's sole cost and expense and no cost to the City; as described herein. If the foregoing pre-conditions are satisfied, then on receipt of a valid request for the City's acquisition assistance containing the above described information, the City shall provide a preliminary written estimate to Developer and District of projected costs and expenses related to acquisition of the ROW for the County Road 150 Bend Area by eminent domain, including the cost of preparing instruments and surveys, payment for the purchase of the ROW for the County Road 150 Bend Area, 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 County Road 150 Bend Area, which cost estimate shall form the basis for determining the amount of the ROW Fiscal Security. Developer or District shall provide the ROW Fiscal Security within thirty (30) days after receipt of the written cost estimate. Regardless of the initial amount of the ROW Fiscal Security, Developer or District must pay all costs and expenses incurred by the City relating to the acquisition of the ROW for the County Road 150 Bend Area and constructing the related improvements, including,

without limitation, costs of negotiating easements with landowners, preparation of instruments and surveys, payment of a negotiated sum for purchase of the ROW for the County Road 150 Bend Area, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including all actual legal fees, witness costs, and court costs). 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 or District, as appropriate.

(c). Developer and District acknowledge and agree that the City will not authorize its employees, representatives, agents or consultants to commence any efforts to acquire the ROW for the County Road 150 Bend Area until the conditions in **Section 9.04(a) and (b)** are met and the ROW Fiscal Security is received by the City. Failure by Developer or District to satisfy the conditions set forth in **Section 9.04(a) and (b)** or to timely pay any written estimate or any invoice in full related to the costs of acquiring the ROW for the County Road 150 Bend Area or Completing the related improvements shall constitute a material breach of this Agreement.

(d). The ROW Fiscal Security must be maintained in full force and effect by Developer, at no cost to the City, until the ROW for the County Road 150 Bend Area has been acquired and the related improvements have been Completed. If any time before Completion of the improvements, the City determines that the estimated costs to acquire the ROW for the County Road 150 Bend Area and/or to Complete the related improvements exceeds the amount of the ROW 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 ROW Fiscal Security with a payment amount equal to the new increased required amount stated in the notice.

(e). Developer shall have no right to use and/or draw on the ROW Fiscal Security. The City shall have the right <u>but not the obligation</u> to use and/or draw on the ROW Fiscal Security to acquire, or cause the acquisition of, the ROW for theCounty Road 150 Bend Area and/or to Complete, or cause Completion of, the related improvements, in its sole discretion. If the City acquires the ROW for the County Road 150 Bend Area, the amount of the ROW Fiscal Security may be reduced to the amount that is 125% of the City-approved then-current Engineer's estimated cost to Complete the related improvements. If the City acquires ROW for the County Road 150 Bend Area, after such acquisition, Developer may send a written notice to the City stating that it will construct the related improvements, and after Developer Completes, or causes Completion of the

related improvements, the City will release any unused portions of the ROW Fiscal Security to Developer.

ARTICLE 10. HOA/DISTRICT AREAS AND IMPROVEMENTS; HOA/DISTRICT INFRASTRUCTURE

10.01 Drainage Facilities.

(a). **General.** All Drainage Facilities must be designed and constructed to meet all requirements of the Governing Regulations. The Drainage Facilities must be conveyed to the HOA for ownership, operation, and maintenance unless otherwise required by applicable law to be owned, operated, and maintained by the District for the reason stated in **Section 10.09**. Developer agrees to record, or cause to be recorded, in the Official Public Records of Williamson County, Texas, prior to and as a condition of the City's issuance of the first building permit (or its commercial use equivalent) on the Land, the Master Covenant and Maintenance Agreement requiring the HOA to maintain the Drainage Facilities in perpetuity.

(b). **Conveyances of Drainage Facilities.** Within ninety (90) days of Completion of any Drainage Facilities on or serving more than one (1) Lot on the Land, and subject to the provisions of **Section 10.09**, Developer will convey such Drainage Facilities to the HOA or the District for ownership, operation and maintenance. Any Drainage Facilities that serve only one (1) Lot will be transferred to and perpetually thereafter owned, operated, and maintained by the owner of such Lot.

(c). **No City Responsibility**. The City shall have no responsibility for maintaining any Drainage Facilities or similar such facilities on or serving the Land.

10.02 Private Parkland with Public Access and Open Space.

(a). **General.** The Private Parkland with Public Access does not meet the minimum UDC requirements, is not within the City limits, and will not be accepted by the City for ownership or maintenance. All Parkland, Parkland Improvements, and Open Space Areas must be conveyed to the HOA for ownership, operation, and maintenance in accordance with **Section 10.05(e)** unless otherwise required by applicable law to be owned, operated and maintained by the District for the reason stated in **Section 10.09**.

(b). **Parkland Fee In Lieu of Dedication to the City.** Developer shall receive a 50% credit for Parkland Fee in Lieu of Dedication for the Private Parkland with Public Access. After the credit is applied, Developer shall then pay the remaining Parkland Dedication fee per Phase of the Project to the City via bank wire prior to and as a condition

of City's approval of the first final plat for all or any portion of that Phase of the Project. The amount of the Parkland Fee in Lieu of Dedication to the City due under Section 13.08.030.A. of the City Code of Ordinances shall be the amount in effect at the time of the City's approval of the first final plat for all or any portion of the Land. Developer shall contact the City's Chief Financial Officer for bank wire instructions prior to the payment due date. By way of example, for illustrative purposes only, as of the Effective Date, the amount due under this Section would be $88,890, calculated as follows: (111 (the total number of single-family lots in the Project) x $780 (the Parkland Fee in Lieu of Dedication amount as of the Effective Date for single family)) + (160 (the total number of multi-family lots in the Project) x $570 (the Parkland Fee in Lieu of Dedication amount as of the Effective Date for multifamily) x 50% credit).

(c). **Parkland Development Fee.** Developer shall receive a 75% credit for all Private Park with Public Access Improvements and for all trails constructed on the Land. If that credit is less than the Parkland Development Fee (calculated as of the date of the City's approval of the first final plat for all or any portion of the Land), the Developer shall pay the remaining balance to the City prior to and as a condition of the City's approval of the first final plat for all or any portion of the Land located within Phase 4 via bank wire. The amount of the Parkland Development Fee shall be the amount in effect at the time of the City's approval of the first final plat for all or any portion of the Land. . Developer shall contact the City's Chief Financial Officer for bank wire instructions prior to the payment due date. By way of example, for illustrative purposes only, as of the Effective Date, the amount due under this Section would be $277,200, calculated as follows: (111 (the total number of single-family lots in the Project) x $1,200 (the Parkland Development Fee amount as of the Effective Date for single family)) + (160 (the total number of multi-family lots in the Project) x $900 (the Parkland Development Fee amount as of the Effective Date for multi-family

(d). **Open to the Public; Maintenance**. The Private Parkland with Public Access, the Private Parkland with Public Access Improvements situated thereon, and the Open Space Areas shall be open to the general public and must be owned and maintained in perpetuity by the HOA and/or the District pursuant to a Maintenance Agreement.

(e). **Conveyances**. Subject to the provisions of **Section 10.09,** Developer will transfer, convey, or dedicate the Private Parkland with Public Access, the Private Parkland with Public Access Improvements situated thereon, and the Open Space Areas to the HOA prior to and as a condition of City's approval of a final plat containing such Private Parkland with Public Access or Open Space Areas or containing any Lot abutting the Private Parkland with Public Access or Open Space Areas.

10.03 **Amenity Center Improvements**. Developer shall Complete or cause Completion to occur of the Amenity Center Improvements on the Amenity Center Site when required by **Section 8.05(c)**. The Amenity Center Improvements shall be reserved for use by End Buyers of the residential Lots. The Site Plan for the Amenity Center Site must show the Amenity Center Improvements to be constructed by Developer and must be approved by the City's Director of Parks and Recreation as well as by the person/entity having approval authority in Chapter 3 of the UDC. On Completion of the Amenity Center Improvements, Developer shall transfer ownership of the Amenity Center Site and the Amenity Center Improvements constructed thereon to the HOA unless otherwise required by applicable law to be owned by the District for the reason stated in **Section 10.09**.

10.04 **Sidewalks**. Developer shall Complete the Sidewalks within the applicable Sidewalk Easement(s) in phases concurrently with the construction of the corresponding phase of the street or road immediately adjacent to the Sidewalk. Developer will design and build the Sidewalks, and transfer or dedicate same together with the applicable Sidewalk Easement(s), to the County, the HOA, or the District, whichever of them shall have ongoing maintenance responsibilities, upon Completion of each segment of a Sidewalk.

10.05 Landscaping.

(a). **Installation and Maintenance**. Developer shall install the landscaping in the Open Space Areas prior to dedication or transfer of same to the HOA, but in no event later than the date that is one (1) year after recordation of the final plat containing the applicable Landscape Buffer Area. A Maintenance Agreement requiring the HOA to maintain the Landscape Buffer Areas that are within the boundaries of the Land in perpetuity must be in effect at all times, commencing immediately after installation of the landscaping.

(b). **Lot Landscaping Restrictions.** To aid in water conservation, Developer shall cause landscaping on all residential Lots to comply with the requirements pertaining to Lot Landscaping Restrictions set forth in the in the Additional Development Standards attached hereto as ***Exhibit B*** before, and as a condition of, passage of the final inspection by the City of the Structure on the Lot. Developer shall not plant or install, or allow the planting or installation of, St. Augustine grass anywhere on the Land.

10.06 **Landscape Buffer Areas.** For all Landscape Buffer Areas adjacent to a Neighborhood Collector level or higher level roadway, an average of a 10-foot-wide landscape Lot must be placed adjacent to (not within) the ROW. Developer must comply with the planting requirements for the Landscape Buffer Areas set forth in the Additional

Development Standards. Before and as a condition of final plat approval for the first Lot to be platted on the Land, Developer must provide the City with a Maintenance Agreement requiring perpetual maintenance by the HOA of the Landscape Buffer Areas.

10.07 **Walls and Fencing.** Developer shall construct the Walls and Fencing meeting the Walls and Fencing Standards attached to this Agreement in the areas shown on the Conceptual Parks and Open Space Plan. If not located entirely within an Open Space Area, the Walls and Fencing shall be located in easements granted to the HOA and/or the District requiring the HOA or the District to have perpetual maintenance responsibilities for the Walls and Fencing. No Walls and Fencing may be placed in the Major Wastewater Line Easement, a City Utility Easement, or any ROW. All Walls and Fencing must be at least fifteen feet (15') away from the back of the curb of the adjacent roadway. Developer shall Complete the Walls and Fencing prior to dedication or transfer of the Open Space Area within which same are located to the HOA or the District, but in no event later than the date that is one (1) year after recordation of the final plat containing any portion of the Walls and Fencing. A Maintenance Agreement requiring the HOA and/or the District to own and/or maintain the Walls and Fencing in perpetuity must be in effect at all times, commencing on Completion of the Walls and Fencing (or relevant component thereof).

10.08 **Landscaping in City Utility Easements and Major Wastewater Line Easement.** No trees shall be planted in any City Utility Easement or in the Major Wastewater Line Easement; provided however, that Developer may request to plant trees in any City Utility Easement or in the Major Wastewater Line Easement by submitting a tree plan to the City showing the locations in a City Utility Easement or the Major Wastewater Line Easement where Developer desires to plant trees and an explanation for the request, for the City's consideration and pre-approval. Nothing in this Agreement requires the City to allow trees to be planted in the City Utility Easements or the Major Wastewater Line Easement, and the City may grant or deny such requests in its sole discretion.

10.09 **Developer's Right to Reimbursement.** Notwithstanding anything in this Agreement to the contrary, the conveyances of the HOA/District Areas and Improvements or the HOA/District Infrastructure to the HOA shall be subject to Developer's right to reimbursement from the District for the cost of the HOA/District Areas and Improvements or the HOA/District Infrastructure in accordance with TCEQ rules. In that regard, if applicable law requires the District to own any HOA/District Areas and Improvements or HOA/District Infrastructure in order to be reimbursed for same via Bonds (and the Bonds to be "tax-exempt"), Developer may convey ownership of such HOA/District Areas and Improvements or HOA/District Infrastructure to the

District and the District will grant an irrevocable license or perpetual easement to the HOA when such conveyance is allowable under Texas law and will not invalidate the "tax-exempt" nature of the Bonds for perpetual operation and maintenance.

ARTICLE 11. IMPACT FEES

11.01 **Wastewater Impact Fees**. The parties agree that wastewater Impact Fees shall be assessed and collected at the time, and as a condition, of final plat approval by the City. Developer agrees that the City's wastewater Impact Fees shall be assessed and collected at the time that every final plat for all or a portion of the Land is approved by the City for recording in the Official Public Records of Williamson County, and the amount of the fee shall be the amount in effect at the time of final platting under the applicable City ordinance for the impact fee service area that includes the Land or the portion of the Land being platted.

11.02 **Water Impact Fees**. The Land is located within the water CCN boundaries of Jonah Water Special Utility District. For so long as the City is not providing retail water service to the Land, there is no requirement to pay the City's water impact fees.

11.03 **Survival**. This provisions of this Article 11 shall survive termination or expiration of this Agreement.

ARTICLE 12. PUBLIC WASTEWATER SERVICE

12.01 **Limit on Wastewater Connections; Limit on Development Approvals.** Developer shall not submit an application for and the City shall not approve any preliminary or final plat or any other development or plan review application for any portion of the Land that (a) requires a lift station or any other non-gravity means for the provision of collectivized wastewater service; or (b) is to be served by on-site sewage facilities (septic systems), it being the intent of the Parties that wastewater collection service be provided to the Land solely via gravity lines connecting to the City's collectivized wastewater system.

12.02 **Completion Required.** Developer shall Complete, or cause Completion to occur, of the Major Wastewater Line and every other Wastewater Facility in accordance with the Governing Regulations. Developer shall Complete, or cause Completion to occur, of the Major Wastewater Line on or before, and as a condition of, the City's approval of any final plat for all or any portion of the Land.

12.03 **Conveyance to the City; Ownership, Operation and Maintenance**. Upon Completion of the Major Wastewater Line and each Wastewater Facility, Developer will

promptly convey those improvements and facilities to the City by instruments in Approved Form and at no cost to the City, subject to the City's obligation to provide Wastewater Service to the Land as provided in this Agreement and to Developer's right to reimbursement from the District in accordance with TCEQ rules. Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the improvements and facilities conveyed to the City, at no cost to the City and on forms approved by the City. The City agrees that its acceptance of improvements and facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the improvements and facilities have been constructed in accordance with the Governing Regulations and Completed, and all outstanding "punch list" items have been resolved. Upon any such conveyance and acceptance, the City agrees to operate and maintain such improvements and facilities to provide service to the Land in accordance with this Agreement. Conveyance will not affect Developer's right to reimbursement from the District for the cost of any facilities or capacity in facilities constructed or financed by Developer.

12.04 **Wastewater Service to Third Parties.** Developer and District are prohibited from providing wastewater service to any third parties or to any land other than the Land, and from obtaining wastewater service from any entity other than the City. The City agrees to provide Wastewater Service for the Project on the Land under the terms and conditions of this Agreement. The City further agrees that, upon the payment of the City's Impact Fees as required by this Agreement, the City will guarantee Wastewater Service from the City's wastewater utility system for the portion of the Land for which Impact Fees have been paid in accordance with this Agreement.

12.05 **Inspections and Trip Fees.** The City will inspect the Major Wastewater Line and every other Wastewater Facility, and will issue a customer service inspection certificate for each wastewater connection when all such inspections are satisfactorily completed. The Parties agree that in addition to the inspection fees assessed by the City, an additional fee of $50 per trip will be assessed for each trip the City makes, and the trip fee will be collected from the Developer (for the Major Wastewater Line) and the contractor/homebuilder or utility customer (for the Internal Wastewater Improvements) as a condition of satisfactory completion of the inspection. Effective when the City adopts a fee schedule for trip fees applicable to the Land (or areas similarly situated as the Land) that are higher than the trip fee amount stated above, said higher trip fees will apply. The City will retain copies of all inspection reports in accordance with its record-keeping policies, and provide them to the District on request.

ARTICLE 13. CONVEYANCES

13.01 **Major Wastewater Line Easement**. Developer or the District shall, at no cost to the City, obtain the Off-Site Major Wastewater Line Easement, the Access Easements for the same, and temporary construction easements necessary for the construction of the Off-Site Major Wastewater Line. Developer or the District shall also, at no cost to the City, grant to the City the On-Site Major Wastewater Line Easement, the Access Easements for the same (if any), and temporary construction easements necessary for the construction of the On-Site Major Wastewater Line. The Major Wastewater Line Easement shall be (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 attached hereto. The temporary construction and Access Easements shall be in widths and locations reasonably acceptable to the City.

13.02 **Wastewater Facilities Easements**. Developer or the District shall, at no cost to the City, obtain the City Utility Easements, the Access Easements for the Wastewater Facilities, and temporary construction easements necessary for the construction of the Wastewater Facilities. All City Utility Easements shall be (*x*) sized per the requirements of this Agreement; and (*y*) be located generally where shown on the Conceptual Wastewater Plan. The temporary construction and Access Easements (if any) shall be in widths and locations acceptable to the City.

13.03 **Other Conveyances.** For any easements located, or to be located, wholly within the boundaries of the Land, all such easements shall be conveyed to the Governmental Authority, the District, or HOA responsible for ownership and maintenance of the improvement to be placed therein prior to and as a condition of the City's approval of a final plat for any portion of the Land where such easements are located, or to be located, unless an earlier date is specified in this Agreement. For easements located, or to be located, outside or partially outside the boundaries of the Land (including, but not limited to, the Off-Site Major Wastewater Line Easement, the County Road 150 ROW, and the Petty Lane ROW), shall be conveyed to the Governmental Authority, District, or the HOA, depending on which of them is responsible under this Agreement for ownership and maintenance of the improvement to be placed therein, prior approval of construction plans for same, unless an earlier date is specified in this Agreement.

13.04 **Dedication Documentation.** At least sixty (60) days prior to the deadline for conveying the Major Wastewater Line, the Major Wastewater Line Easement, a Wastewater Facility, or a City Utility 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.

13.05 **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.

13.06 **Costs.** The costs incurred to convey easements, and to grant Licenses to Encroach (defined in **Section 13.09**) (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 but are reimbursable by the District.

13.07 **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 exceptions will be reflected on a title policy.

13.08 **Access Easements.** If no public road exists providing access to the Major Wastewater Line Easement, a Wastewater Facility, or easements for any other Public Improvement, when the applicable easement or deed, as applicable, 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 right of way shown on a recorded plat.

13.09 **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 of the Major Wastewater Line Easement, an Access Easement, or a City Utility Easement. Each License to Encroach will be in Approved Form.

ARTICLE 14.TERM, ASSIGNMENT; REMEDIES

14.01 **Term.**

(a). This Agreement shall be effective from the Effective Date and shall continue in effect until the earlier of (i) the date when the District is annexed and dissolved, pursuant to the terms hereof, and its obligations are fully assumed by the City, at the City's sole election, or (ii) the date this Agreement is terminated as otherwise provided herein or allowed by law, or (iii) the date this Agreement is terminated in writing by mutual agreement of the City, Developer and the District; provided, however, the consent of Developer shall not be required for termination of this Agreement after Developer has been reimbursed by the District for all eligible costs and expenses.

14.02 **Agreement to Run with the Land**. Subject to **Section 14.03**, the terms of this Agreement will run with the Land, and will be binding upon Developer, District and their respective permitted assigns, and shall survive judicial or non- judicial foreclosure.

14.03 **Assignment.**

(a). **By the City.** The City may only assign this Agreement with the written consent of the District and of Developer, provided however, that the consent of Developer is not needed if Developer does not own developable portions of the Land at the time of the assignment.

(b). **By the District.** The District may only assign this Agreement with the written consent of the City and Developer.

(c). **By Developer**. Developer may assign this Agreement as provided in this **Section 14.03(c),** and not otherwise.

(i) Developer may also assign this Agreement, in whole or in part, and including any obligation, right, title or interest of Developer under this Agreement: (x) to the District; or (z) to a third party (an "**Assignee**"), *provided that* as to any such assignment the following conditions are first satisfied:

(1) the City Council has given its written consent to a written assignment and assumption agreement describing the rights and obligations of Developer and the District or proposed Assignee;

(2) if to an Assignee who is not the District, the proposed Assignee either is a successor owner of all or any part of the Land or is a Lender to a successor owner of all or any part of the Land;

(3) if to an Assignee who is not the District, the proposed Assignee has a contractual right to be reimbursed for water, sewer, road or drainage improvements from Bonds (or has a lien or other security interest in such reimbursements);

(4) the assignment is in writing executed by Developer, the District or proposed Assignee, and consented to in writing by the City Council, which consent will not be unreasonably withheld;

(5) the District or proposed Assignee expressly assumes in the assignment all assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned;

(6) Developer is then in compliance with all terms and conditions of this Agreement and the Related Agreements; and

(7) a copy of the executed assignment and assumption agreements are provided to all Parties within fifteen (15) days after its full execution.

Provided all of the foregoing conditions are satisfied, from and after the date an assignment is executed by Developer and the District or Assignee, the City agrees to look solely to the District or Assignee for the performance of all obligations assigned to the District or Assignee and agrees that Developer shall be released from performing the assigned obligations and from any liability that results from the District's or Assignee's failure to perform the assigned obligations. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment.

(ii) **Written Records.** Developer shall maintain written records of all assignments made by it (including, for each Assignee, the notice information required by this Agreement and a copy of each executed assignment) and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

(iii) **To an HOA.** Developer may only assign all or part of its rights or delegate all or part of its maintenance obligations relating to the HOA/District Areas and Improvements to an HOA, on demonstrating to the City's reasonable satisfaction that the HOA has sufficient funds, and ongoing funding mechanisms, to perform the delegated obligations. Developer may not assign its maintenance

obligations relating to the HOA/District Areas and Improvements to the District.

(iv) **Assignment of Reimbursement Rights.** All assignments by Developer to an Assignee relating to developable portions of Land in the District are subject to the assignment by Developer and Assignee of their reimbursement rights for Bonds issued in the District to pay the Master Development Fee.

(d). **Effect of Foreclosure.** It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a Lender or creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees.

(e). **Effect on End Buyers.** This Agreement is not binding on and does not create any encumbrance to title as to, any End Buyer ***except*** each End Buyer must comply, at a minimum, with the Additional Land Development Standards and the restrictions in Section 2.12.

(f). **Attempted Assignments Void.** Any assignment or attempted assignment by a Party that is not in conformance with Article 14 of this Agreement is void and shall have no force or effect.

14.04 **Default and Remedies.** In the event of default by any Party (a "Defaulting Party"), any non-Defaulting Party (a "Non-Defaulting Party") shall give the Defaulting Party written notice specifying the default (a "Default Notice"). The Defaulting Party shall 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 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 after the date of the Default Notice (or such longer period the Non-Defaulting Parties may mutually agree in writing is reasonable). If the Defaulting Party does not cure the event of default before the expiration of the applicable cure period, a Non-Defaulting Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. *Notwithstanding the generality of the foregoing, however*, no default under this Agreement shall entitle a Non-Defaulting Party to seek or recover monetary damages of any kind; and

(a). If Developer is the Defaulting Party, (i) the City shall not be obligated to accept, review, or approve any Development applications related to the Land until

Developer has cured the default; (ii) the District may not pay proceeds from Bonds to Developer until Developer has cured the default but instead such District shall retain all such proceeds payable to Developer pending cure(the District can issue Bonds and pay the proceeds from the Bonds to the City as an installment of the Master Development Fee without regard to the default); (iii) the City shall have all rights to enjoin the payment of Bond proceeds to Developer until the default or breach is cured, and (iv) Developer shall not enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or the Development of the Land until the default or breach has been cured.

14.05 Cooperation.

(a). The Parties agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b). Developer covenants to cause the District to approve, execute, and deliver to the City a signed copy of this Agreement in the timeframe specified in **Section 2.04** of this Agreement.

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

ARTICLE 15. VESTING OF RIGHTS

15.01 **Vesting Rights**. For all purposes of Chapters 43 or 245 of the Texas Local Gov. Code, the "Vesting Date" of this this Project shall be the Effective Date of this Agreement unless a comprehensive update to the City's unified development code is adopted by the City prior to December 1, 2026, in which event the date of such adoption will be the Vesting Date. Each application for permits for the development, construction, or operation of the Project shall be considered by the City under the provisions of the Governing Regulations in effect on the Vesting Date; ***subject***, ***however***, to the provisions of Texas Local Gov. Code §245.004 (which sets out specific exemptions to the application of Chapter 245 of the Texas Local Government Code). If a plat application is submitted prior to City's adoption of a comprehensive UDC update outlined above such plat shall be subject to the UDC update, except if such UDC update is not adopted by December 1, 2026, in which case the plat shall be subject to the prior UDC version. Except as expressly stated in this Agreement, Developer does not, by entering into this Agreement, waive (and Developer expressly reserves) any rights that Developer may now or hereafter have

with respect to any claim of "Vested" or "Protected" development or other property rights arising from Chapters 43 or 245, Texas Local Gov. Code, as amended, or otherwise arising from common law or other state or federal laws. Except as expressly stated in this Agreement, the City does not, by entering into this Agreement, waive (and the City expressly reserves) any rights the City may now or hereafter have with respect to any claim pertaining to "Vested" or "Protected" development or other property rights arising from Chapters 43 or 245, Texas Local Gov. Code, as amended, or otherwise arising from common law or other state or federal laws.

15.02 **Right to Continue Development**. In consideration of Developer's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificate of occupancy or other necessary approvals, within the Project. The preceding sentence does not apply to temporary moratoriums adopted in accordance with Subchapter E of Local Government Code Chapter 212 due to an emergency constituting a threat to the public health or safety, provided that such moratorium will continue only during the duration of the emergency.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.01 **Authority**. This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Sections 42.042 and 212.172 of the Texas Local Government Code.

16.02 **Filings**. The Parties agree that, for the purposes of Chapter 212 of the Texas Local Government Code, a plan or plat for all or any part of the Land 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 Related Agreement as of the filing date of such application.

16.03 **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: CR 150 QOZB, LP, a Delaware limited partnership
6002 Camp Bullis Road
Suite 201
San Antonio, Texas 78257

With a copy to:
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: John Bartram

District: Williamson County Municipal Utility District No. __
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: John Bartram

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.

16.04 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.

16.05 **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.

16.06 **Entire Agreement.** This Agreement (including the Exhibits to this Agreement) and the Related Agreements, collectively contain the entire agreement of the Parties.

16.07 Amendments.

(a). Except as provided in **Section 16.07(b)**, before Developer or its Assignee has received all developer reimbursements from the District and/or while Developer or Assignee owns any developable part of the Land, this Agreement (a) may be amended as to all of the Land at any time by mutual written agreement of the City and Developer and the District (but only after the District Creation Order has been issued by the TCEQ), or (b) may be terminated or amended as to a portion of the Land by mutual written agreement of the City and Developer (or their respective successors and/or permitted assigns), and the District. Notwithstanding the preceding sentence, at such time as Developer and any Assignee has received all developer reimbursements from the District and/or no longer owns any developable portion of the Land, this Agreement may be amended by mutual written agreement of the District and the City, and Developer's joinder will not be required.

(b). In the event Developer sells any portion of the Land, Developer may, but is not required to, assign to such purchaser the right to amend this Agreement without Developer's consent as to such purchased property, provided that any such assignment remains subject to the terms and conditions of **Section 14.03**.

(c). Developer may assign to the District its rights to approve amendments and such assignment is not subject to the requirements of **Section 14.03(c)-(d).**

(d). The consent of End Buyers to modifications of this Agreement is not required.

16.08 **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 paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement or any Exhibits hereto. 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.

16.09 **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.

16.10 **Notice to End Buyer**. The District shall fully comply with the notice requirements of Sections 49.452 and 49.453 of the Texas Water Code. At the time each prospective End Buyer contracts for the purchase of a lot or a home in the District from Developer, and at the time each End Buyer closes on the purchase of a lot or a home in the District from Developer, Developer shall give or cause to be given to the End Buyer the disclosure notice required by Section 49.452 of the Texas Water Code.

16.11 **Exhibits**. The following Exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A	Land (metes and bounds and surveyor's sketch)
Exhibit B	Additional Land Development Standards
Exhibit C	Conceptual Parks and Open Space Plan
Exhibit D	Conceptual Transportation Plan
Exhibit E	Conceptual HOA Wall and Fencing Plan
Exhibit F	Conceptual Wastewater Plan
Exhibit G	County Road 150 Cross Section

Exhibit H	County Road 150 Driveway Cross Section
Exhibit I	County Road 150/County Road 150 Driveway Intersection Cross Section
Exhibit J	County Road 150/Petty Lane Intersection Cross Section
Exhibit K	Development Area Standards
Exhibit L	Finance Plan
Exhibit M	Land Development Standards Checklists
Exhibit N	Land Plan
Exhibit O	Maintenance Agreement (form)
Exhibit P	Master Development Fee Formula
Exhibit Q	Partial Assignment of Receivable Agreement (form)
Exhibit R	Petty Lane Cross Section
Exhibit S	Petty Lane Entry Road Cross Section
Exhibit T	Project Phasing Plan
Exhibit U	Roadway Classification Plan
Exhibit V	Intentionally Deleted
Exhibit W	HOA Wall and Fencing Standards
Exhibit X	Post Annexation Surcharge Formula

16.12 **Recordation**. This Agreement shall be recorded in the Official Public Records of Williamson County at Developer's expense. Developer shall obtain and record subordination agreements for any Lender liens or security interests that are prior to the time of recordation of this Agreement.

16.13 **Certifications.** Developer hereby certifies:

(a) Pursuant to Texas Government Code Chapter 2271, as amended, each verifies that at the time of execution and delivery of this Agreement and for the Term of this Agreement, neither Developer, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

(b) Pursuant to Texas Government Code, Chapter 2252, as amended, Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither it, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or

Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), Developer certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited partnership, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), Developer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited partnership, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.
SIGNATURE PAGES AND ACKNOWLEDGEMENTS FOLLOW.]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

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 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:
CR 150 QOZB, LP, a Delaware limited partnership

By: CR 150 QOZB, GP, LLC, a Delaware limited liability company

By:_____
Name: Rajeev Puri
Its: Governing Person

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me the ____ day of _____, 2026, by Rajeev Puri, Governing Person of CR 150 QOZB, LLC, a Delaware limited liability company, Governing Person of CR 150 QOZB, LP, a Delaware limited partnership, on behalf of said partnership.

(*seal*)

_____
Notary Public, State of Texas

***DISTRICT*:**
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __

By: _____
Printed Name:_____
Title: Board President

ATTEST:

_____
Name:_____
Title: Board Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 202_, by _____, President of Williamson County Municipal Utility District No. __, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

_____
Notary Public, State of Texas

EXHIBIT "A"
Land (metes and bounds and surveyor's sketch)

FIELD NOTES
FOR

A 112.210 ACRE TRACT OF LAND BEING SITUATED IN JOHN BERRY SURVEY, BLOCK 3, SECTION 3, ABSTRACT NO. 51 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 112.760 ACRE TRACT OF LAND CONVEYED TO REALMAC, LTD., RECORDED IN DOCUMENT NO. 2005065439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 112.210 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron pipe found on a point in the south right-of-way line of County Road 150, said point being the northeast corner of said 112.760-acre tract, same being the northernmost northwest corner of a called 153.11-acre tract conveyed to Idena Olga Petty, recorded in Volume 530, Page 115 of the Deed Records of Williamson County, Texas for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE S 18°54'16" E, departing the south right-of-way line of said County Road 150, with the east boundary line of said 112.760-acre tract, same being the west boundary line of said 153.11-acre tract, a distance of **1747.85 feet** to a ¾" iron pipe found at the southeast corner of said 112.760-acre tract, same being the northwest ell corner of said 153.11-acre tract for the easternmost southeast corner hereof;

THENCE with the southeast boundary line of said 112.760-acre tract, same being the northwest boundary line of said 153.11-acre tract the following three (3) courses and distances:

1. **S 49°23'08" W**, a distance of **583.46 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

2. **S 41°43'38" W**, a distance of **262.70 feet** to a ⅜" iron rod found for an angle point hereof, and

3. **S 02°48'27" E**, a distance of **865.76 feet** to a steel fence post found on a point in the north boundary line of a called 4.435-acre tract, granted to Richard Allen Miles via Divorce Decree, recorded in Volume 1798, Page 928 of the Official Records of Williamson County, Texas, as described in in Volume 840, Page 384 of the Deed Records of Williamson County, Texas for the southernmost southeast corner hereof;

THENCE S 68°35'10" W, with the south boundary line of said 112.760-acre tract, same being the north boundary line of said 4.435-acre tract, a distance of **507.58 feet** to a steel fence corner found at the southernmost southwest corner of said 112.760-acre tract, said point being the northwest corner of said 4.435-acre tract, same being the northeast corner of a called 17.001-acre tract conveyed to John & Christina Stokes, recorded in Document No. 2015077428 of the Official Public Records of Williamson County, Texas, also being the southeast corner of a called 19.961-are tract bequeathed to David Lester as Primary Beneficiary in Revocable Transfer on Death Deed, recorded in Document No. 2016079509 of the Official Public Records of Williamson County, Texas, as described in Volume 2043, Page 001 of the Official Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE N 34°52'58" W, with a west boundary line of said 112.760-acre tract, same being the east boundary line of said 19.691-acre tract, a distance of **836.95 feet** to a steel fence post found at the southwest ell corner of said 112.760-acre tract, same being the northeast corner of said 19.691-acre tract for a southwest ell corner hereof;

THENCE with a south boundary line of said 112.760-acre tract, same being the north boundary line of said 19.961-acre tract the following five (5) courses and distances:

1. **S 41°53'56" W**, a distance of **339.94 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

2. **S 43°47'46" W**, a distance of **126.50 feet** to a ⅜" iron rod found for an angle point hereof,

3. **S 56°22'29" W**, a distance of **44.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

4. **S 53°17'19" W**, a distance of **145.56 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and

5. **S 54°11'14" W**, a distance of **470.67 feet** to a calculated point in the approximate centerline of a creek, said point being the westernmost southwest corner of said 112.760-acre tract, said point being the northwest corner of said 19.691-acre tract, same being the northeast corner of a called 23.63-acre tract conveyed to David & Katherine Schegmann, recorded in Document No. 9613146 of the Official Records of Williamson County, Texas, also being the southeast corner of a called 38.1294-acre tract conveyed to Berry Creek Partners, recorded in Document No. 2022119279 of the Official Public Records of Williamson County, Texas for the westernmost southwest corner hereof;

THENCE with the approximate centerline of a creek, being the west boundary line of said 112.760-acre tract, same being the east boundary line of said 38.1294-acre tract, and, in part, with the east boundary line of a called 38.15-acre tract conveyed to Berry Creek Partners LP, recorded in Document No. 2022119170 of the Official Public Records of Williamson County, Texas the following nine (9) courses and distances:

1. **N 34°02'11" W**, a distance of **235.95 feet** to a calculated angle point hereof,

2. **N 36°39'22" W**, a distance of **301.61 feet** to a calculated angle point hereof,

3. **N 25°32'37" W**, a distance of **116.34 feet** to a calculated angle point hereof,

4. **N 51°02'53" W**, a distance of **150.85 feet** to a calculated angle point hereof,

5. **N 63°03'52" W**, a distance of **100.74 feet** to a calculated angle point hereof,

6. **N 87°19'08" W**, a distance of **202.00 feet** to a calculated angle point hereof,

7. **N 65°23'26" W**, a distance of **131.12 feet** to a calculated angle point hereof,

8. **N 52°48'57" W**, a distance of **167.73 feet** to a calculated angle point hereof, and

9. **N 36°56'54" W**, a distance of **55.65 feet** to a calculated point in the approximate centerline of said Creek and the east boundary line of said 38.15-acre tract, said point being the westernmost northwest corner of said 112.760-acre tract, same being the southeast corner of a called 64.9-acre tract conveyed to Ischy Et. Al in Enhanced Life Estate Warranty Deed recorded in Document No. 2013088018 of the Official Public Records of Williamson County, Texas, described in Volume 481, Page 556 of the Deed Records of Williamson County, Texas for the westernmost northwest corner hereof;

THENCE departing the approximate centerline of said Creek, and east boundary line of said 38.15-acre tract, with the northwesterly boundary line of said 112.51-acre tract, same being the southeast boundary line of said 64.9-acre tract the following six (6) courses and distances:

1. **N 50°09'19" E**, a distance of **378.61 feet** ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

2. **N 50°09'59" E**, at a distance of 714.26 feet passing a 60D nail found, continuing a total distance of **718.66 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

3. **S 35°13'06" E**, a distance of **631.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the base of a wood fence post,

4. **N 32°45'54" E**, a distance of **804.30 feet** to a ⅜" iron rod found for an angle point hereof,

5. **N 33°02'45" E**, a distance of **708.19 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and

6. **N 32°40'15" E**, at a distance of 475.46 feet passing a ⅜" iron rod found on a point in the northwest boundary line of said 112.760-acre tract, said point being the southeast corner of said 64.9-acre tract, same being the southwest corner of a 2-acre tract to Edward M. Ischy via Affidavit of Heirship, recorded in Document No. 2015086883 of the Official Public Records of Williamson County, Texas, as described in Volume 798, Page 28 of the Deed Records of Williamson County, Texas, continuing with the northwest boundary line of said 112.760-acre tract, same being the southeast boundary line of said 2-acre tract, a total distance of **1050.28 feet** to a ⅜" iron rod found on a point in the south right-of-way line of said County Road 150, said point being the northernmost northwest corner of said 112.760-acre tract, same being the northeast corner of said 2-acre tract for the northernmost northwest corner hereof;

THENCE N 71°46'38" E, with the south right-of-way line of said County Road 150, same being the north boundary line of said 112.760-acre tract, a distance of **286.84 feet** to the **POINT OF BEGINNING** and containing 112.210 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51421-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 25, 2023
REVISED: September 26, 2023
Job No.: 51421-00
DOC. ID. H:\Survey\CIVIL\51421-00\
Word\FN51421-00_112.210Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



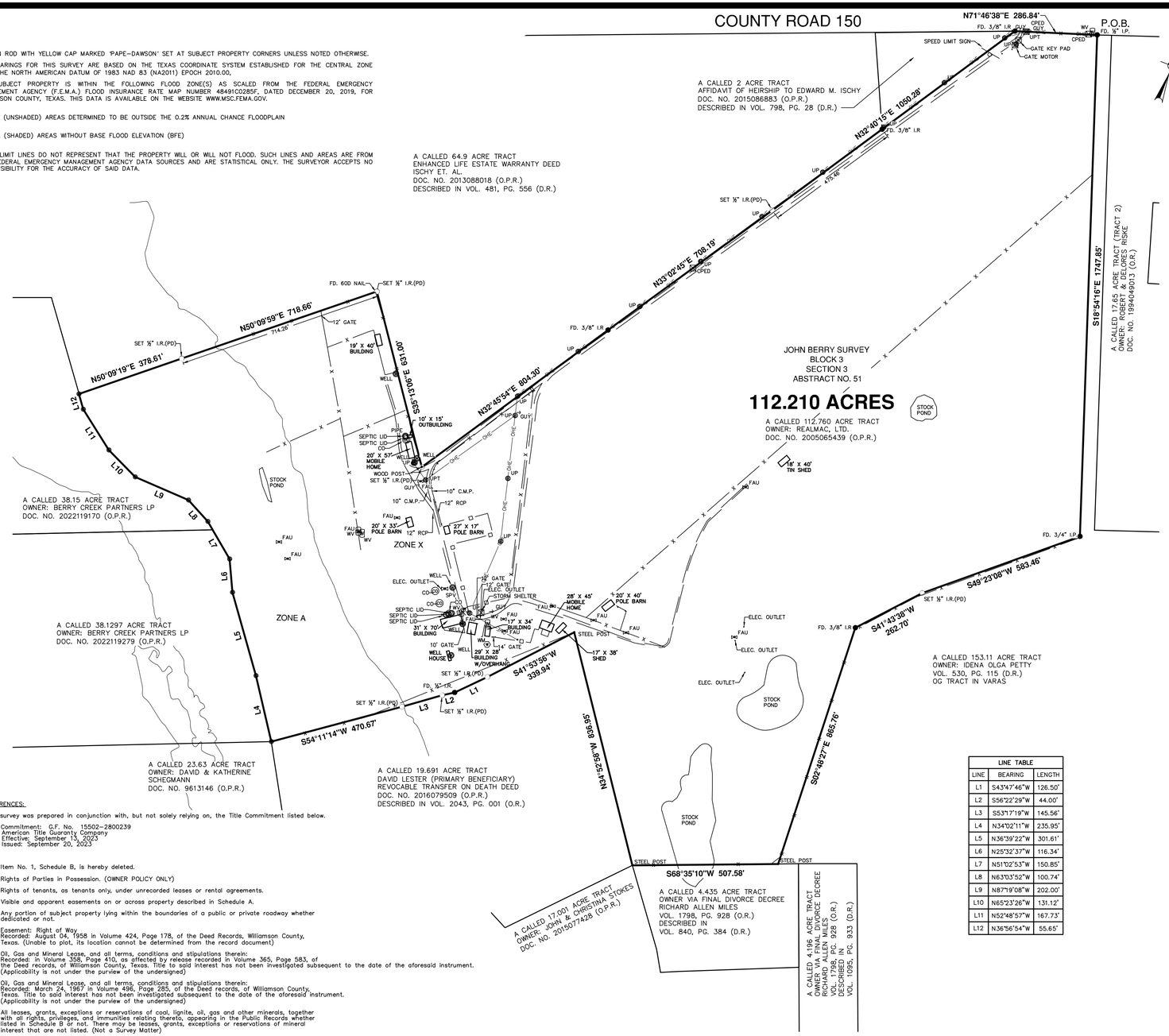
NOTES:

1) ½" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET AT SUBJECT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS FOR THIS SURVEY 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,
3) THE SUBJECT PROPERTY IS WITHIN THE FOLLOWING FLOOD ZONE(S) AS SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP NUMBER 48491C0285F, DATED DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS. THIS DATA IS AVAILABLE ON THE WEBSITE WWW.MSC.FEMA.GOV.

   ZONE X (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN

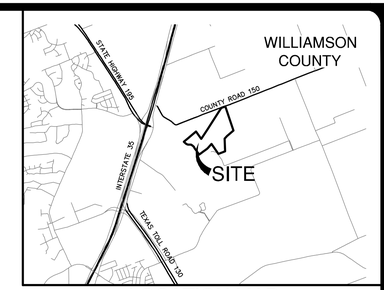
   ZONE A (SHADED) AREAS WITHOUT BASE FLOOD ELEVATION (BFE)

4) FLOOD LIMIT LINES DO NOT REPRESENT THAT THE PROPERTY WILL OR WILL NOT FLOOD. SUCH LINES AND AREAS ARE FROM SAID FEDERAL EMERGENCY MANAGEMENT AGENCY DATA SOURCES AND ARE STATISTICAL ONLY. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF SAID DATA.



0' 200' 400' 600'

SCALE: 1"= 200'



LOCATION MAP
1" = 5000'

NO.	REVISION	DATE
1	ADD IMPROVEMENTS, UPDATE VERIFICATION & REVIEW LATEST TITLE COMMITMENT	09.13.2023
2	REVIEW AND NOTE LATEST TITLE COMMITMENT	09.26.2023

FIELD NOTES
FOR

A 112.210 ACRE TRACT OF LAND BEING SITUATED IN JOHN BERRY SURVEY, BLOCK 3, SECTION 3, ABSTRACT NO. 51 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 112.760 ACRE TRACT OF LAND CONVEYED TO REALMAC, LTD., RECORDED IN DOCUMENT NO. 2005065439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 112.210 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron pipe found on a point in the south right-of-way line of County Road 150, said point being the northeast corner of said 112.760-acre tract, same being the northernmost northwest corner of a called 153.11-acre tract conveyed to Idena Olga Petty, recorded in Volume 530, Page 115 of the Deed Records of Williamson County, Texas for the northeast corner and POINT OF BEGINNING hereof;

THENCE S 18°54'16" E, departing the south right-of-way line of said County Road 150, with the east boundary line of said 112.760-acre tract, same being the west boundary line of said 153.11-acre tract, a distance of 1747.85 feet to a ½" iron pipe found at the southeast corner of said 112.760-acre tract, same being the northwest ell corner of said 153.11-acre tract for the easternmost southeast corner hereof;

THENCE with the southeast boundary line of said 112.760-acre tract, same being the northwest boundary line of said 153.11-acre tract the following three (3) courses and distances:

1. S 49°23'08" W, a distance of 583.46 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. S 41°43'38" W, a distance of 262.70 feet to a ½" iron rod found for an angle point hereof, and
3. S 02°48'27" E, a distance of 865.76 feet to a steel fence post found on a point in the north boundary line of a called 4.435-acre tract, granted to Richard Allen Miles via Divorce Decree, recorded in Volume 1798, Page 928 of the Official Records of Williamson County, Texas, as described in in Volume 840, Page 384 of the Deed Records of Williamson County, Texas for the southernmost southeast corner hereof;

THENCE S 68°35'10" W, with the south boundary line of said 112.760-acre tract, same being the north boundary line of said 4.435-acre tract, a distance of 507.58 feet to a steel fence corner found at the southernmost southwest corner of said 112.760-acre tract, said point being the northwest corner of said 4.435-acre tract, same being the northeast corner of a called 17.001-acre tract conveyed to John & Christina Stokes, recorded in Document No. 2015077428 of the Official Public Records of Williamson County, Texas, also being the southeast corner of a called 19.961-acre tract bequeathed to David Lester as Primary Beneficiary in Revocable Transfer on Death Deed, recorded in Document No. 2016079509 of the Official Public Records of Williamson County, Texas, as described in Volume 2043, Page 001 of the Official Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE N 24°52'58" W, with a west boundary line of said 112.760-acre tract, same being the east boundary line of said 19.691-acre tract, a distance of 836.95 feet to a steel fence post found at the southwest ell corner of said 112.760-acre tract, same being the northeast corner of said 19.691-acre tract for a southwest ell corner hereof;

THENCE with a south boundary line of said 112.760-acre tract, same being the north boundary line of said 19.961-acre tract the following five (5) courses and distances:

1. S 41°53'56" W, a distance of 339.94 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. S 43°47'46" W, a distance of 126.50 feet to a ½" iron rod found for an angle point hereof,
3. S 56°22'29" W, a distance of 44.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
4. S 53°17'19" W, a distance of 145.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and
5. S 54°11'14" W, a distance of 470.67 feet to a calculated point in the approximate centerline of a creek, said point being the westernmost southwest corner of said 112.760-acre tract, said point being the northwest corner of a called 23.63-acre tract conveyed to David & Katherine Schegmann, recorded in Document No. 9613146 of the Official Records of Williamson County, Texas, also being the southeast corner of a called 38.1294-acre tract conveyed to Berry Creek Partners, recorded in Document No. 2022119279 of the Official Public Records of Williamson County, Texas for the westernmost southwest corner hereof;

THENCE with the approximate centerline of a creek, being the west boundary line of said 112.760-acre tract, same being the east boundary line of said 38.1294-acre tract, and, in part, with the east boundary line of a called 38.15-acre tract conveyed to Berry Creek Partners LP, recorded in Document No. 2022119170 of the Official Public Records of Williamson County, Texas the following nine (9) courses and distances:

1. N 34°02'11" W, a distance of 235.95 feet to a calculated angle point hereof,
2. N 36°39'22" W, a distance of 301.61 feet to a calculated angle point hereof,
3. N 25°32'37" W, a distance of 116.34 feet to a calculated angle point hereof,
4. N 51°02'53" W, a distance of 150.85 feet to a calculated angle point hereof,
5. N 63°03'52" W, a distance of 100.74 feet to a calculated angle point hereof,
6. N 87°19'08" W, a distance of 202.00 feet to a calculated angle point hereof,
7. N 65°23'26" W, a distance of 131.12 feet to a calculated angle point hereof,
8. N 52°48'57" W, a distance of 167.73 feet to a calculated angle point hereof, and
9. N 36°56'54" W, a distance of 55.65 feet to a calculated point in the approximate centerline of said Creek and the east boundary line of said 38.15-acre tract, said point being the westernmost northwest corner of said 112.760-acre tract, same being the southeast corner of a called 64.9-acre tract conveyed to Ischy Et, Al in Enhanced Life Estate Warranty Deed recorded in Document No. 2013088018 of the Official Public Records of Williamson County, Texas, described in Volume 481, Page 556 of the Deed Records of Williamson County, Texas for the westernmost northwest corner hereof;

THENCE departing the approximate centerline of said Creek, and east boundary line of said 38.15-acre tract, with the northwesterly boundary line of said 112.51-acre tract, same being the southeast boundary line of said 64.9-acre tract the following six (6) courses and distances:

1. N 50°09'19" E, a distance of 378.61 feet ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. N 50°09'59" E, at a distance of 714.26 feet passing a 60D nail found, continuing a total distance of 718.66 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. S 35°13'06" E, a distance of 631.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the base of a wood fence post,
4. N 32°45'54" E, a distance of 804.30 feet to a ½" iron rod found for an angle point hereof,
5. N 33°02'45" E, a distance of 708.19 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and
6. N 32°40'15" E, at a distance of 475.46 feet passing a ½" iron rod found on a point in the northwest boundary line of said 112.760-acre tract, said point being the southeast corner of said 64.9-acre tract, same being the southwest corner of a 2-acre tract to Edward M. Ischy via Affidavit of Heirship, recorded in Document No. 2015086883 of the Official Public Records of Williamson County, Texas, as described in Volume 798, Page 28 of the Deed Records of Williamson County, Texas, continuing with the northwest boundary line of said 112.760-acre tract, same being the southeast boundary line of said 2-acre tract, a total distance of 1050.28 feet to a ½" iron rod found on a point in the south right-of-way line of said County Road 150, said point being the northernmost northwest corner of said 112.760-acre tract, same being the northeast corner of said 2-acre tract for the northernmost northeast corner hereof;

THENCE N 71°46'38" E, with the south right-of-way line of said County Road 150, same being the north boundary line of said 112.760-acre tract, a distance of 286.84 feet to the POINT OF BEGINNING and containing 112.210 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51421-00.

I HEREBY CERTIFY TO CR 150 QOZB, LP, TO A.D. ACQUISITIONS LLC, TO REALMAC, LTD., A TEXAS LIMITED PARTNERSHIP, AND TO FIRST AMERICAN TITLE GUARANTY COMPANY THAT;

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION II LAND TITLE SURVEY. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 12, 2023.

09.26.2023
VALERIE ZURCHER — DATE
STATE OF TEXAS REGISTRATION NO. 6222
PAPE-DAWSON ENGINEERS
10801 N. MOPAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TX 78759

STATE OF TEXAS · VALERIE ZURCHER · 6222 · REGISTERED · LAND SURVEYOR

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. 15502-2800239
First American Title Guaranty Company
Date Effective: September 13, 2023
Date Issued: September 20, 2023

10.

a. Item No. 1, Schedule B, is hereby deleted.

b. Rights of Parties in Possession. (OWNER POLICY ONLY)

c. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.

d. Visible and apparent easements on or across property described in Schedule A.

e. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.

f. Easement: Right of Way
Recorded: August 04, 1958 in Volume 424, Page 178, of the Deed Records, Williamson County, Texas. (Unable to plot, its location cannot be determined from the record document)

g. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:
Recorded: in Volume 358, Page 410, as affected by release recorded in Volume 365, Page 583, of the Deed records, of Williamson County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
(Applicability is not under the purview of the undersigned)

h. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:
Recorded: March 24, 1967 in Volume 496, Page 285, of the Deed records, of Williamson County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
(Applicability is not under the purview of the undersigned)

i. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. (Not a Survey Matter)

j. Terms, Conditions and Stipulations in the Agreement:
Recorded: August 19, 1952 in Volume 382, Page 351, Deed Records, Williamson County, Texas.
Type: Agreement
(Applicability is not under the purview of the undersigned)

k. Terms, Conditions and Stipulations in the Agreement:
Recorded: August 07, 1985 in Volume 1224, Page 824, Official Public Records, Williamson County, Texas.
Type: Agreement
(Applicability is not under the purview of the undersigned, Reference to Subject Tract made therein)

l. Intentionally deleted.

m. Intentionally deleted.

n. Any titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments or other entities,

   1) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   2) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   3) to filled-in lands, or artificial islands, or
   4) to statutory water rights, including riparian rights, or
   5) to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across the area. (MORTGAGEE POLICY ONLY)

o. Any encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

p. Rights or claims of adjoining landowner(s) now or in the future in or to any of the Land, and any changes in the boundaries of description of the Land, as a result of any past or future changes in the location of any creek, river, lake, stream, or other body of water or water course due to accretion, avulsion, or otherwise.

q. Company does not insure title to any manufactured housing unit located on the land and excepts to any and all right, title, interest, lien or encumbrance of any party in or to any such manufactured housing unit.

r. Matters as disclosed by the examination of the survey:

   1) Any portion of the property lying within the bounds of Berry Creek, along with any changes in location of property line due to accretion or avulsion of centerline or banks of the Berry Creek as shown.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S43°47'46"W	126.50'
L2	S56°22'29"W	44.00'
L3	S53°17'19"W	145.56'
L4	N34°02'11"W	235.95'
L5	N36°39'22"W	301.61'
L6	N25°32'37"W	116.34'
L7	N51°02'53"W	150.85'
L8	N63°03'52"W	100.74'
L9	N87°19'08"W	202.00'
L10	N65°23'26"W	131.12'
L11	N52°48'57"W	167.73'
L12	N36°56'54"W	55.65'

DEED/PLAT REFERENCE

D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS,
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LEGEND

FD.	FOUND
I.R.	IRON ROD (SIZE AS NOTED)
I.P.	IRON PIPE (SIZE AS NOTED)
	SET ½" I.R.(PD)
	FOUND IRON ROD AS NOTED
	CALCULATED POINT

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N. MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX. 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #100288501

LAND TITLE SURVEY

A 112.210 ACRE TRACT OF LAND BEING SITUATED IN JOHN BERRY SURVEY BLOCK 3, SECTION 3, ABSTRACT NO. 51 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 112.760 ACRE TRACT OF LAND CONVEYED TO REALMAC, LTD., RECORDED IN DOCUMENT NO. 2005065439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

JOB NO. 51421-00
DATE AUG 2023
CHECKED PJG DRAWN VZ
CIVIL JOB NO. ---
REFERENCE: ---
SHEET 1 OF 1

Date: Sep 26, 2023, 6:21pm User ID: VZurcher
File: H:\Survey\CIVIL\51421-00\Land Title Survey\LBS51421-00.dwg

REFERENCE: ---

PROJECT NAME: 112.7 Acres (CR 150) - Georgetown, TX

EXHIBIT B

Serinity Ranch MUD
Additional Development Standards

Multi-Family and Commercial Architectural Standards. The façades of all Multi-Family and Commercial elevations shall be 100% masonry exterior, including brick, stone, stucco. To accommodate the County's future widening of County Road 150, there must be a building setback of 50 feet from the post dedication property line.

I. Residential Architectural Standards

A. **Exterior Materials** The façades of all Residential elevations that are visible from a public or private street or park shall be a minimum of 75% brick, stone, or stucco (exclusive of roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim, and trim work). All walls must include materials and design characteristics consistent with those on the front. Lesser quality materials or details for side or rear walls are prohibited.

B. Front Elevation Features

1. The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation.

2. Each front elevation shall contain a minimum of two (2) of the following elements, to be identified on the architectural plans submitted for a building permit:

a) Covered front porch or patio with a minimum size of 60 square feet;

b) A garage door recessed from the primary front façade a minimum of two (2) feet (for garage doors that face the front street);

c) Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);

d) Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;

C. **Roofs.** All single family detached dwellings shall have a minimum roof pitch of 6:12, except porch coverings or secondary roof features. Roof overhang of 18" permitted within a side setback.

II. Streetscape Landscaping Requirements

A. Street Tree plantings shall follow Section 12.06 of the UDC, except that shade trees are permitted in the following two areas if tree root barriers are provided: (a) trees in public rights of way, and (b) trees in a landscape area that is less than ten (10') feet wide.

B. An eight foot (8′) wide tree landscape area with plastic root barrier will be provided for all street tree applications.

C. Minimum eight foot (8′) wide landscape area shall be provided in between the curb and sidewalk for street tree plantings within neighborhoods where homes are alley or rear loaded.

D. Street Trees shall be spaced an average of 40 feet on center, except when in conflict with streetlight pole, fire hydrant, drainage inlet, driveway, or other utility conflict.

E. If allowed by the County, the sidewalks shall be allowed to overlap into a PUE to accommodate the extra right of way width designated for street tree landscape area. If located within the PUE, a public access easement shall be granted by either the recording of a plat or separate instrument and shall be identified on any subsequent plans.

III. Landscaping in Landscape Buffer Areas

A. For all Landscape Buffer Areas adjacent to Neighborhood/Residential Collector level or higher roadways:

1. A minimum of a 10-foot-wide landscape Lot must be placed adjacent to (not within) the ROW.

2. The landscape Lot shall be planted with two (2) shade trees each having a minimum caliper of 3-inches and multiple five (5) gallon shrubs for every 1,000 square feet of Landscape Buffer Area.

B. For Landscape Buffer Areas that are not located within a roadway median, Developer shall plant two (2) shade trees, each having a minimum diameter of three (3) caliper-inches, plus five (5) five-(5)-gallon shrubs, per every 1,000 linear feet in the Landscape Buffer Areas. If the location of the tree (or to-be-planted tree) is not as wide as the tree's expected Critical Root Zone (as that term is defined in the UDC) at full maturity, tree root barriers must be provided.

C. For Landscape Buffer Areas that are located within a roadway median, Developer shall plant shade trees in the Landscape Buffer Area within roadway medians spaced at one (1) shade tree per fifty (50) linear feet, with each shade tree having a minimum diameter of three (3) caliper-inches. If the location of the tree (or to-be-planted tree) is not as wide as the tree's expected Critical Root Zone (as that term is defined in the UDC) at full maturity, tree root barriers must be provided.

D. For Landscape Buffer Areas that are located within the Entry Monumental Area, Developer shall plant plantings at a minimum ratio of two (2) shade trees and two (2) five (5)-gallon shrubs for every 1,000 square feet of land area. If the location of the tree (or to-be-planted tree) is not as wide as the tree's expected Critical Root Zone (as that term is defined in the UDC) at full maturity, tree root barriers must be provided.

E. Developer may place the Landscape Buffer Areas within the ROW of the relevant roadway if, before and as a condition of final (record) plat approval of the first Lot to be platted on the Land:

1. the distance requirements in **Section __** of the Agreement pertaining to HOA Walls and Fencing are met, and

2. Developer provides the City with the County Authorization granting the HOA access to the ROW to maintain the Landscape Buffer Areas in perpetuity; and

3. Developer provides the City with a Maintenance Agreement for the Landscape Buffer Area before final plat approval; and

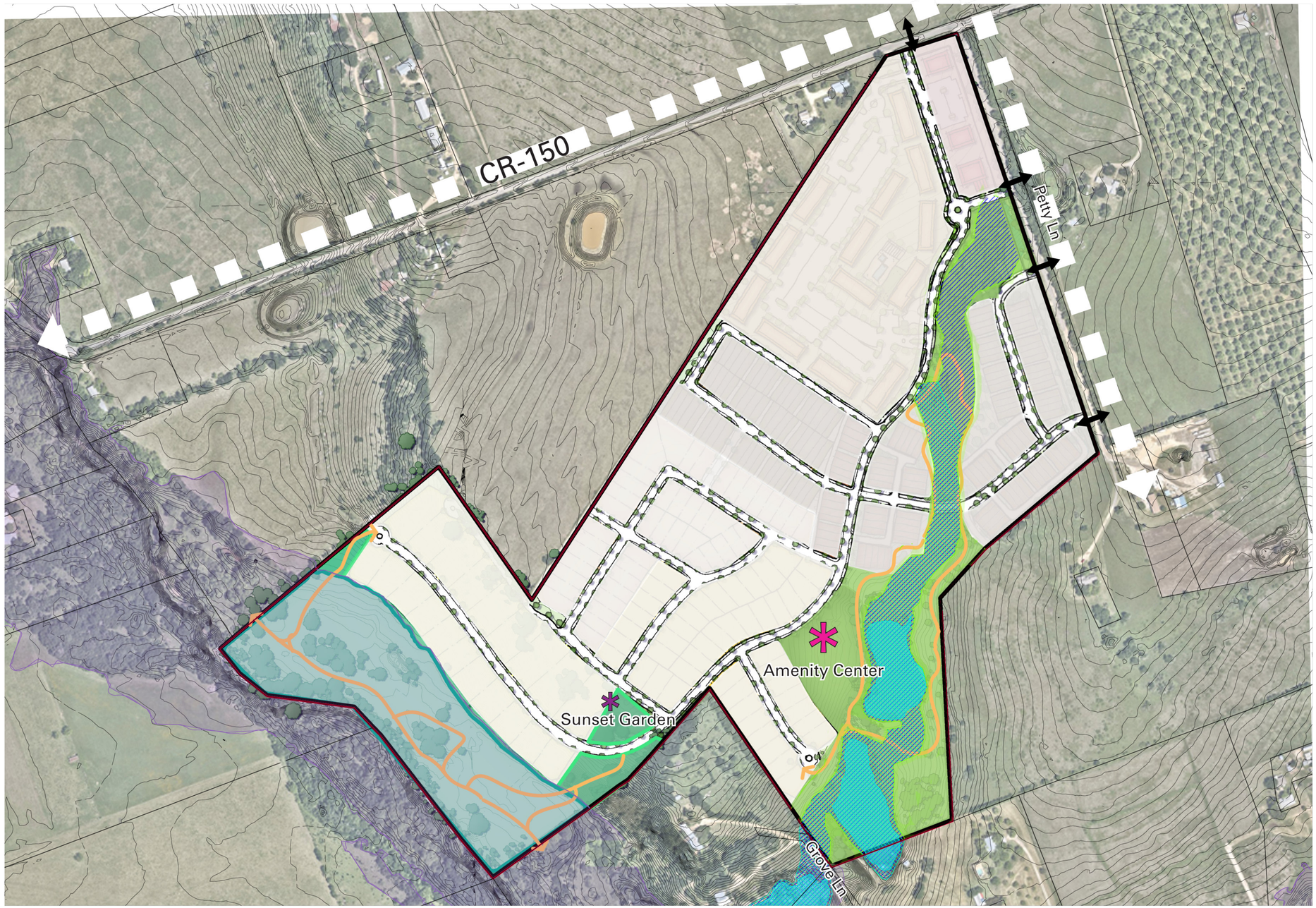
4. Developer provides tree root barriers for all trees in the ROW.

IV. Lot Landscaping Requirements. In addition to, and notwithstanding any contrary provisions in, the landscaping requirements set forth in the City's Code of Ordinances and in UDC, the following provisions shall apply to landscaping all Lots on the Land:

A. No person may plant or install St. Augustine grass anywhere within the Land.

B. No sod may be placed in side-yards that are less than ten feet (10') in width.

EXHIBIT "C"
Conceptual Parks and Open Space Plan



Legend

- Private Parkland with Public Access: ±2 ac (outside the floodplain)
- Private Parkland with Public Access: ±13.4 ac (inside the floodplain)
- Open Space & Amenity: ±18.7 ac
- Trails *
- Sunset Garden
- Amenity Center: Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)
- Pape Dawson Calculated Floodplain
- Drainage facilities

notes:

*Sidewalks to be provided as part of the street ROW. Trail locations are generally depicted and will be finalized as part of the Site Plan.

TBG

Serenity Ranch

Conceptual Parks and Open Space Plan

Georgetown, Texas
Sep 2025

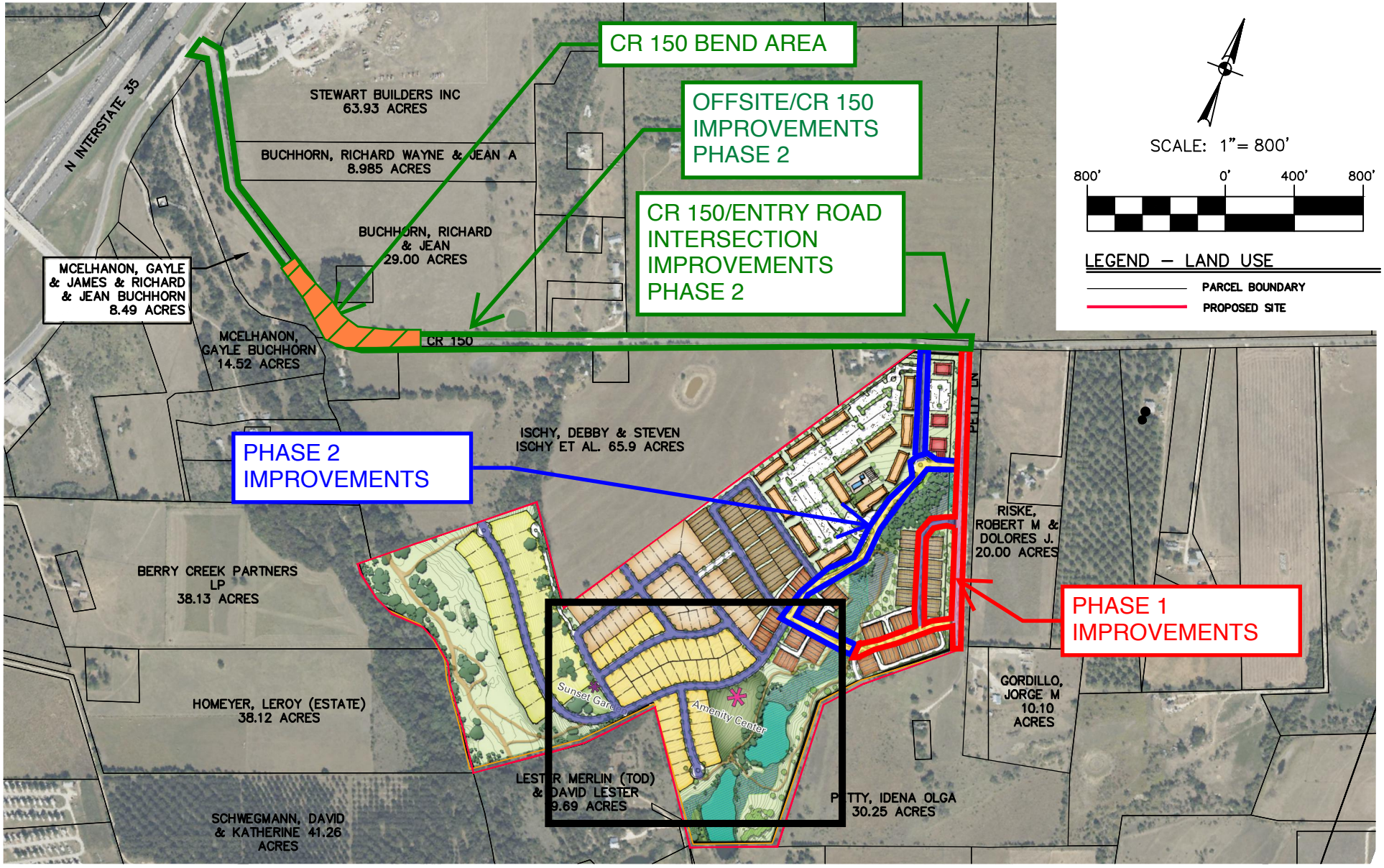
TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.

0 100' 200' 400'

EXHIBIT “D”
Conceptual Transportation Plan



JOB NO. 51421-00
DATE JUNE 2025
DESIGNER OH
CHECKED SC DRAWN OH
SHEET 1 of 3

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

Conceptual Transportation Plan

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028801

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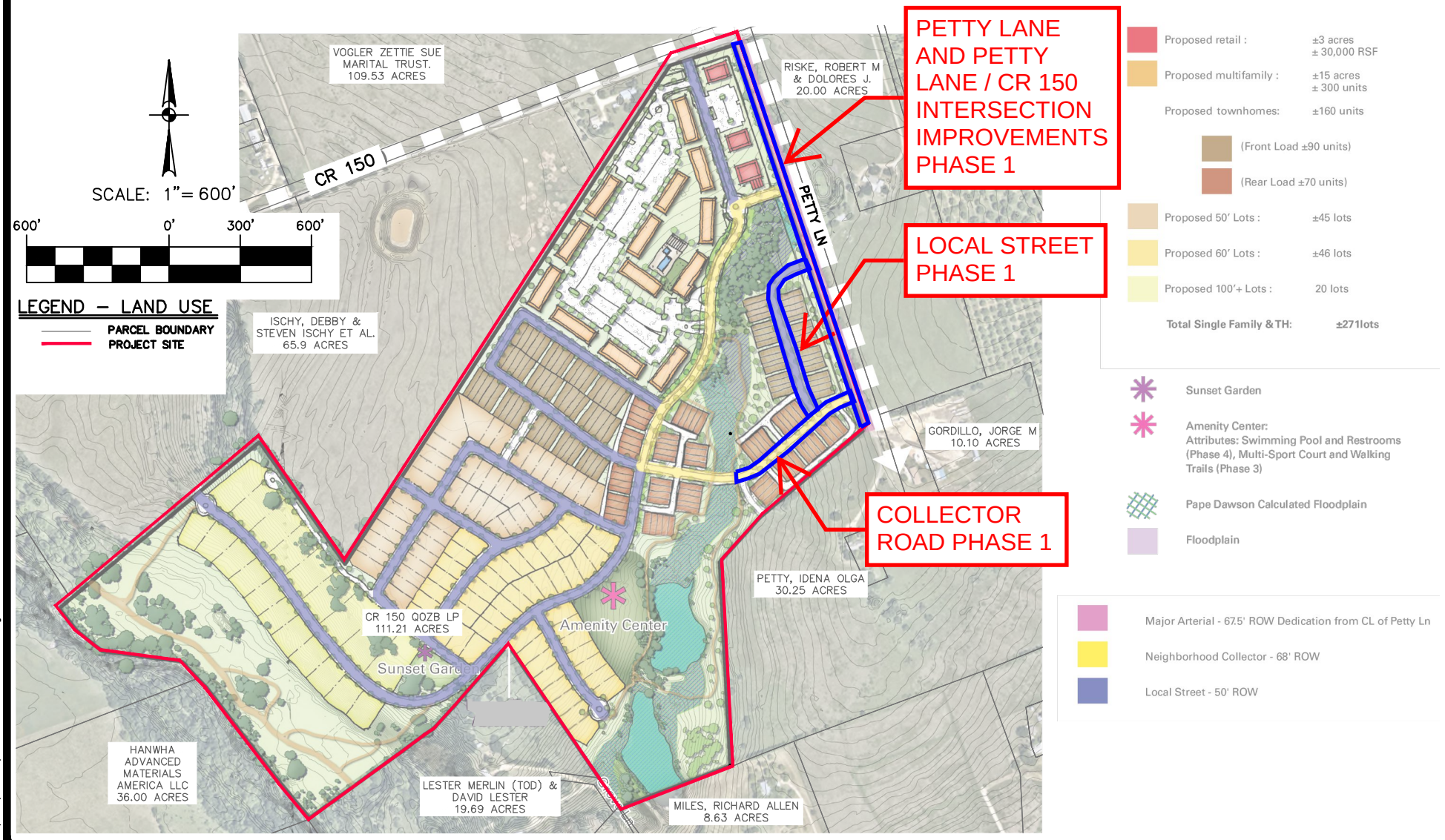

JOB NO. 51421-00
DATE JULY 2025
DESIGNER OH
CHECKED SC DRAWN OH
SHEET 2 of 3

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

Conceptual Transportation Plan Phase 1

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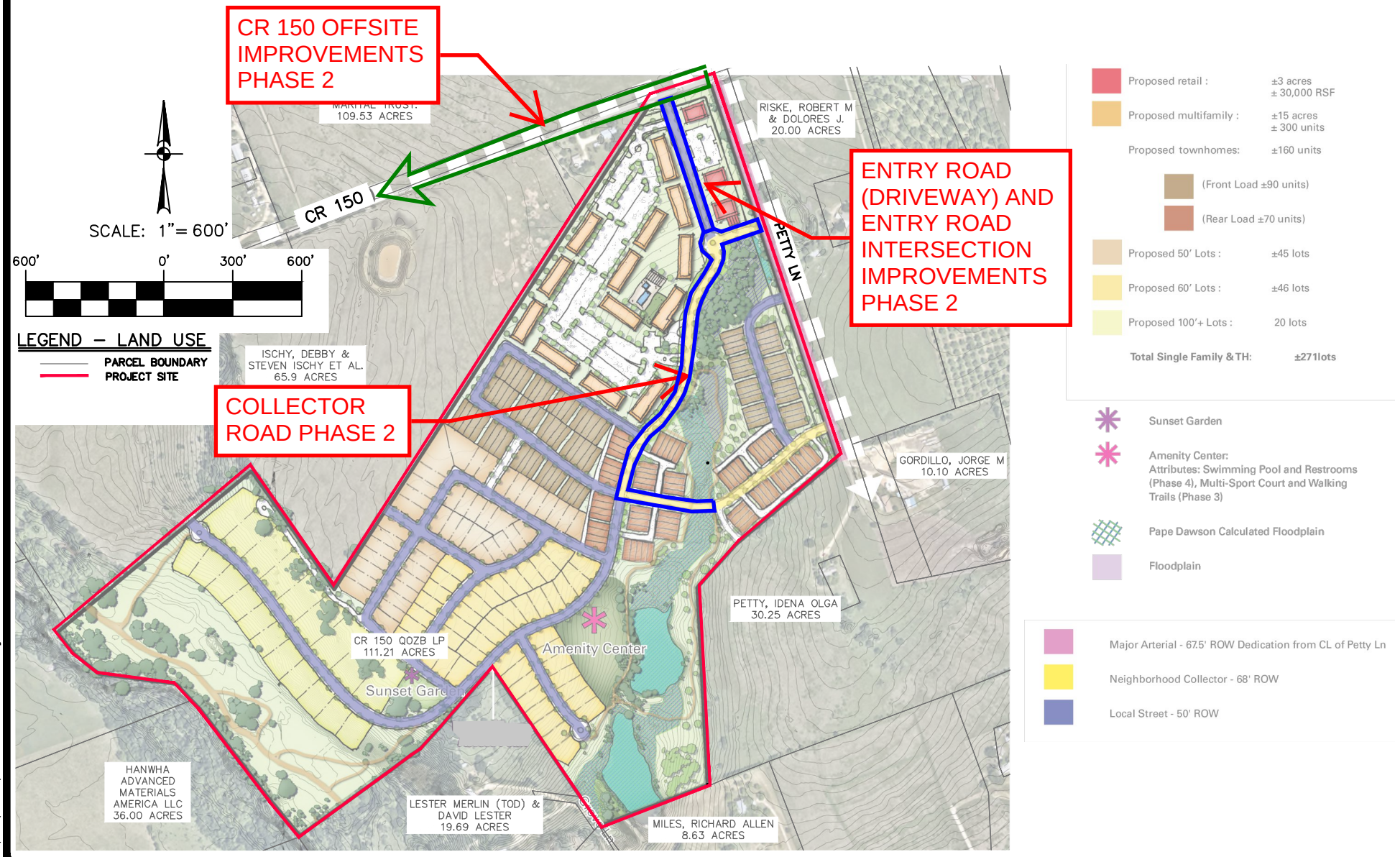

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DATE JULY 2025
DESIGNER OH
CHECKED SC DRAWN OH
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MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

Conceptual Transportation Plan Phase 2

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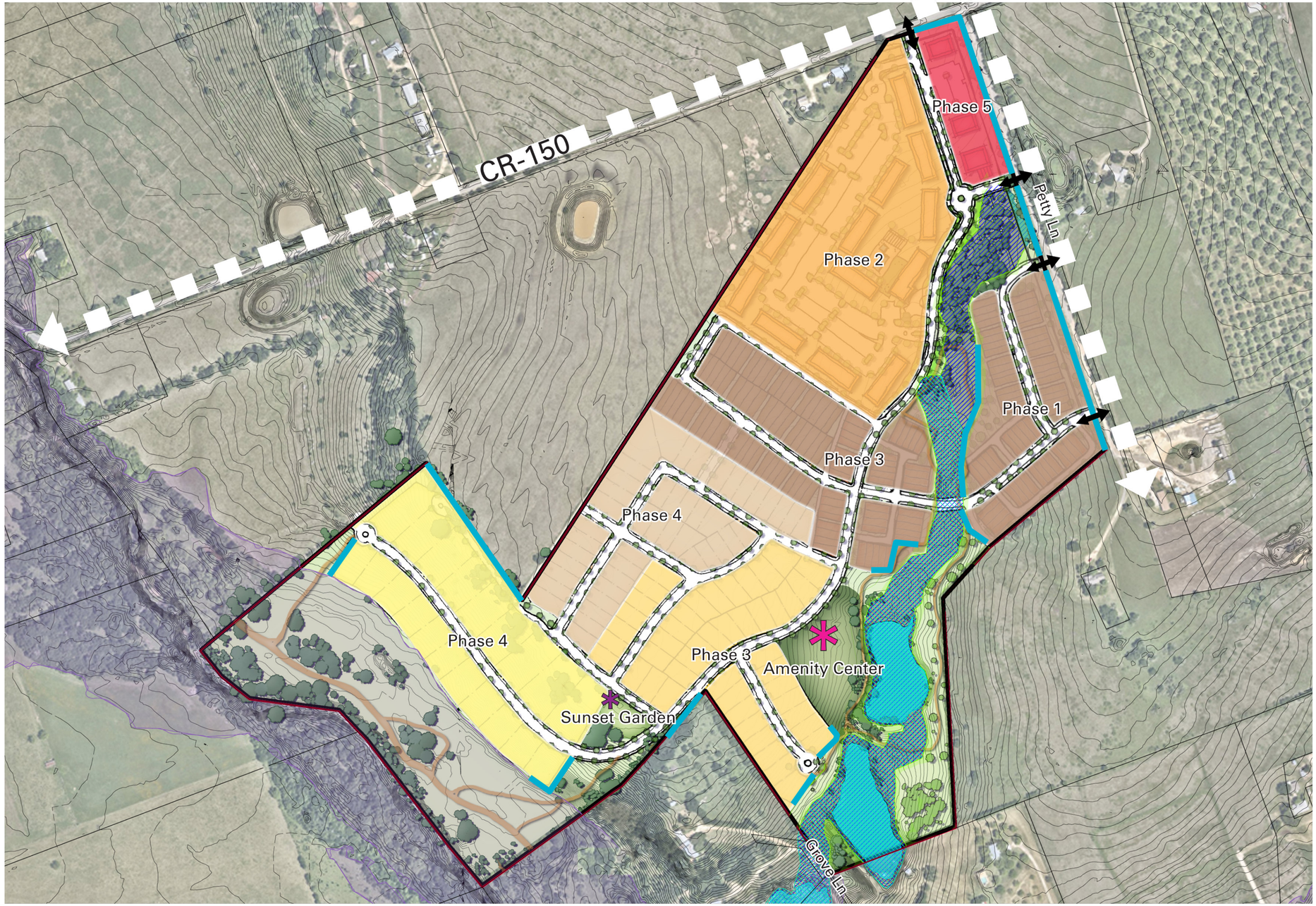
EXHIBIT "E"
Conceptual HOA Wall and Fencing Plan



Legend

	Proposed retail :	±3 acres ± 30,000 RSF
	Proposed multifamily :	±15 acres ± 300 units
	Proposed townhomes:	±160 units
	(Front Load ±90 units)	
	(Rear Load ±70 units)	
	Proposed 50′ Lots :	±45 lots
	Proposed 60′ Lots :	±46 lots
	Proposed 100′+ Lots :	20 lots
	Total Single Family & TH:	**±271lots**

- Sunset Garden
- Amenity Center:
  Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)
- Pape Dawson Calculated Floodplain
- Floodplain
- HOA Walls and Fencing
  (fence locations are conceptual and subject to Section 10.11 and Definitions within the agreement)

TBG

Serenity Ranch

Conceptual HOA Wall and Fencing Plan

Georgetown, Texas
Sep 2025

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.

0 100′ 200′ 400′

EXHIBIT "F"
Conceptual Wastewater Plan

SCALE: 1"= 600'

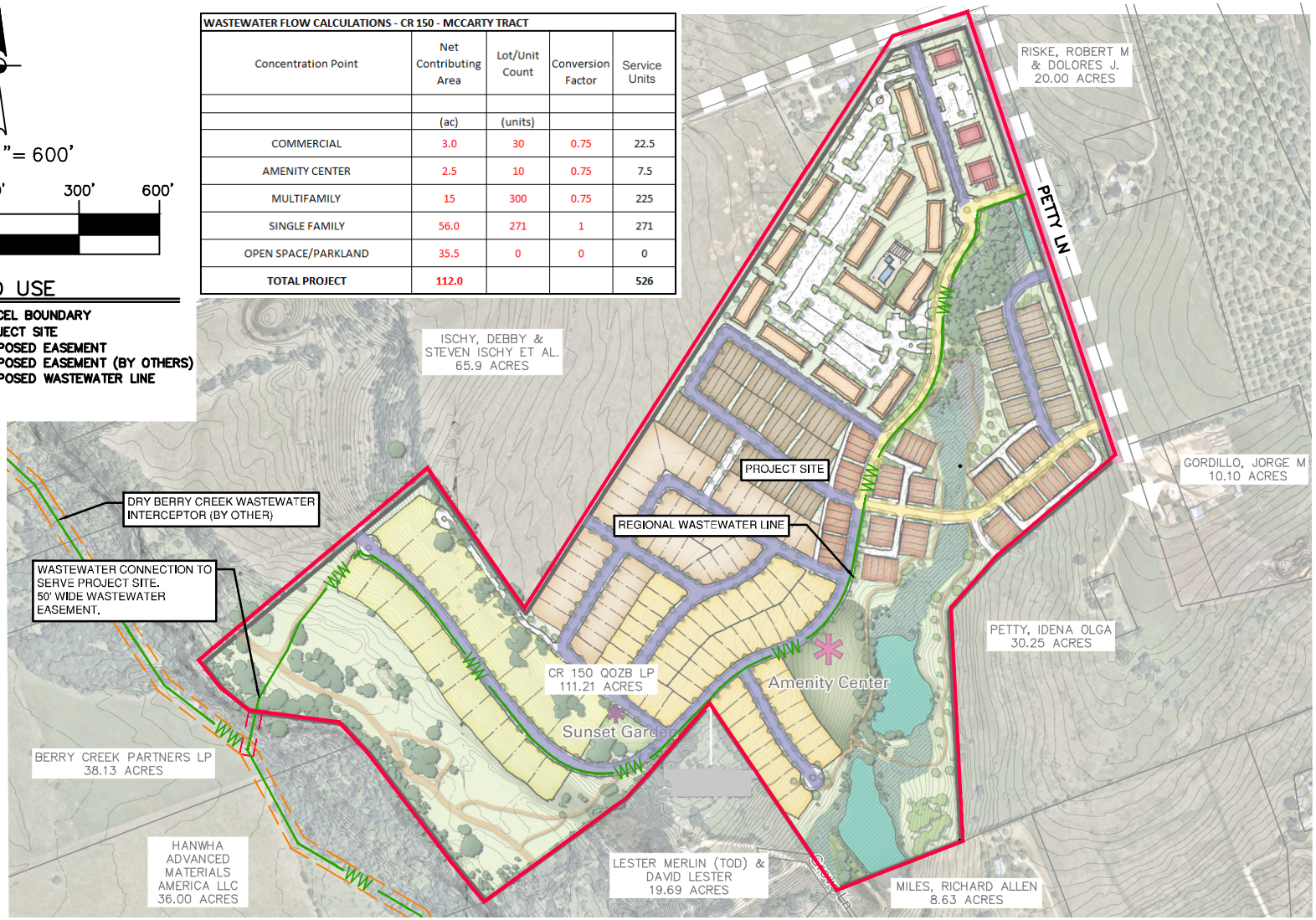
600' 0' 300' 600'

LEGEND – LAND USE

- PARCEL BOUNDARY
- PROJECT SITE
- PROPOSED EASEMENT
- PROPOSED EASEMENT (BY OTHERS)
- WW — PROPOSED WASTEWATER LINE

WASTEWATER FLOW CALCULATIONS - CR 150 - MCCARTY TRACT

Concentration Point	Net Contributing Area	Lot/Unit Count	Conversion Factor	Service Units
	(ac)	(units)		
COMMERCIAL	3.0	30	0.75	22.5
AMENITY CENTER	2.5	10	0.75	7.5
MULTIFAMILY	15	300	0.75	225
SINGLE FAMILY	56.0	271	1	271
OPEN SPACE/PARKLAND	35.5	0	0	0
TOTAL PROJECT	**112.0**			**526**



JOB NO. 51421-00
DATE JUNE 2025
DESIGNER OH
CHECKED SC DRAWN OH
SHEET 1 of 1

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

Conceptual Wastewater Plan

PAPE-DAWSON ENGINEERS
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10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
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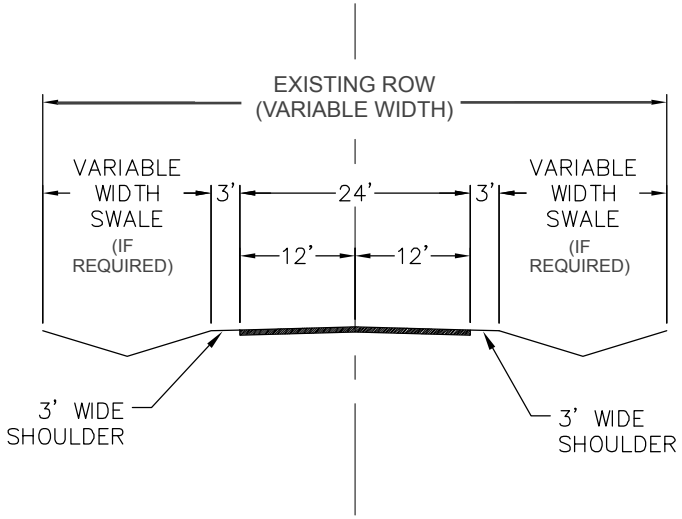
EXHIBIT “G”
County Road 150 Cross Section



COUNTY ROAD 150
PROPOSED CROSS SECTION
(NOT TO SCALE)

JOB NO. 51421-00
DATE June 23, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

County Road 150 Cross Section

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10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

Date: Jun 25, 2025, 3:01pm User ID: WTullis
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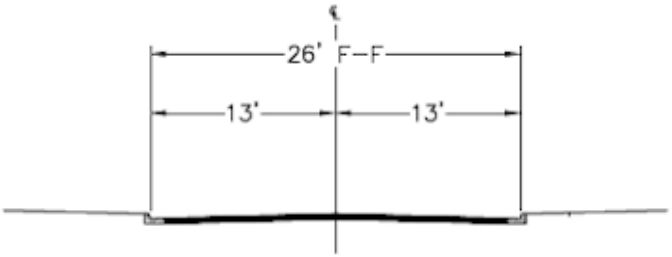
EXHIBIT "H"
County Road 150 Driveway Cross Section



COUNTY ROAD 150 DRIVEWAY
PROPOSED CROSS SECTION
1" = 20'

JOB NO. 51421-00
DATE September 2, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

County Road 150 Driveway Cross Section

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Sep 09, 2025, 8:31am User ID: WTuttle
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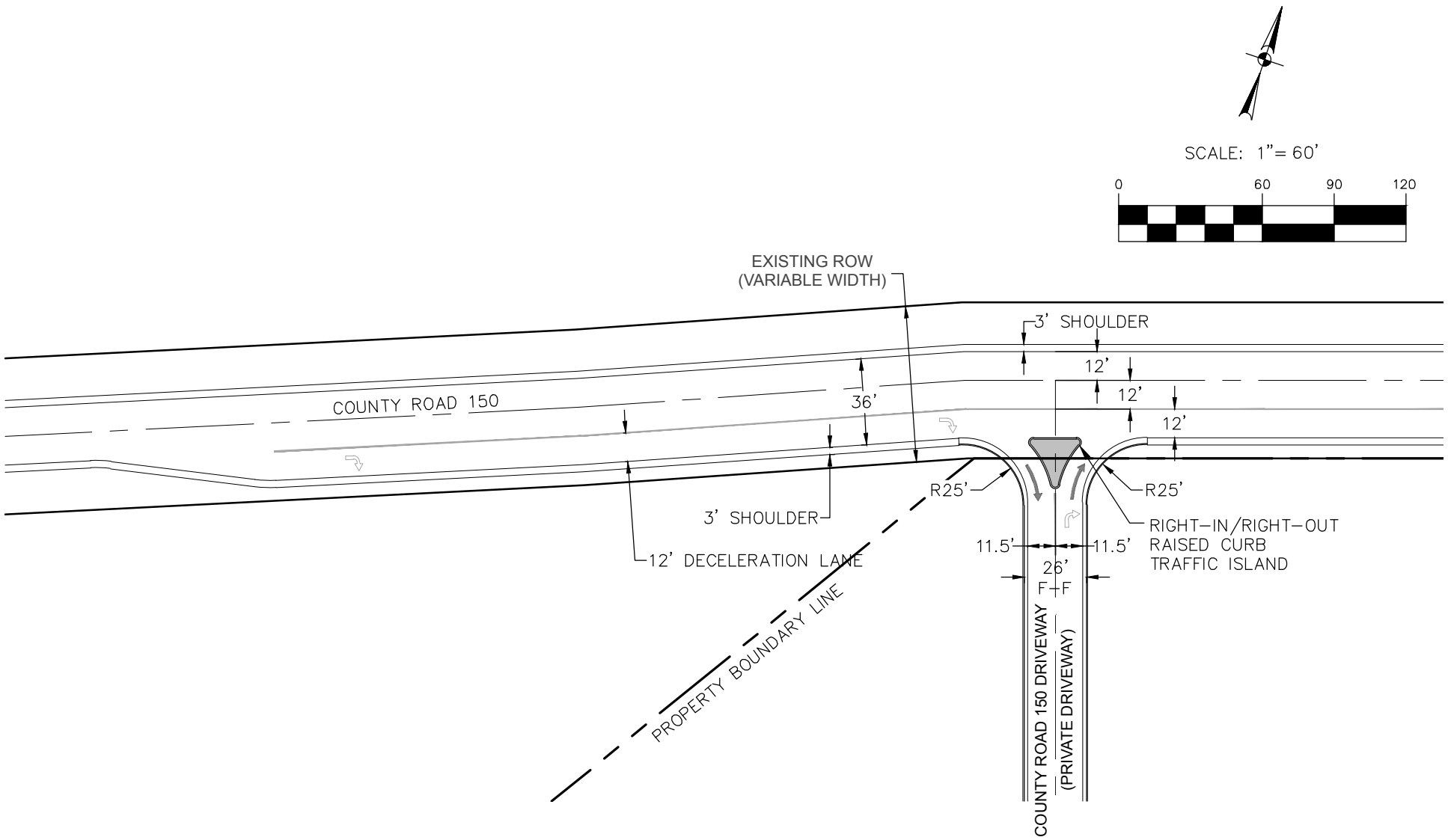
EXHIBIT "I"
County Road 150/County Road 150 Driveway Intersection Cross Section



MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

County Road 150/County Road 150 Driveway Intersection Cross Section

JOB NO. 51421-00
DATE December 10, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

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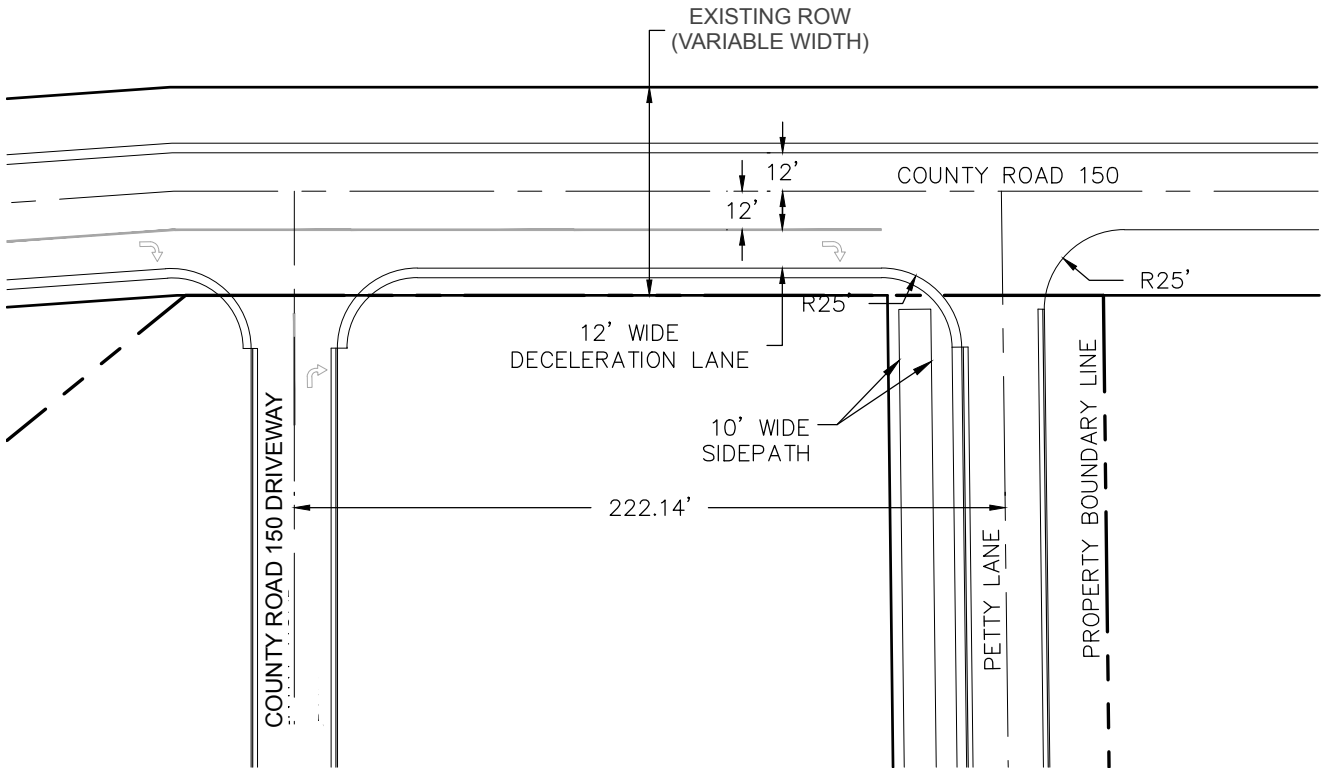
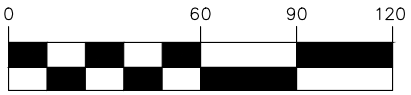
EXHIBIT "J"
County Road 150/Petty Lane Intersection Cross Section





SCALE: 1"= 60'



JOB NO. 51421-00
DATE September 2, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

County Road 150/Petty Lane Intersection Cross Section

PAPE-DAWSON ENGINEERS
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10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

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Exhibit K
Serenity Ranch MUD
Development Area Standards

Commercial Development Area Standards:

1. A minimum of three (3) acres out of the Land must be Developed and used for Commercial purposes only.
2. All Development in the Commercial Development Area must be developed to the City's C-1 Zoning Standards as if the area was located within the City limits, except that car wash and fuel sales uses are prohibited in the Commercial Development Area.

High-Density/Town Home Residential Development Area Standards

1. A maximum of 159 Lots (each having one (1) Town Home) may be constructed within the High-Density/Town Home Residential Development Area
2. A maximum of 90 Lots within the High-Density/Town Home Development Area may be front-loaded
3. A minimum of 69 Lots within the High-Density/Town Home Residential Development Area may be rear-loaded.
4. All Development in the High-Density/Town Home Residential Development Area must be developed in compliance with the City's TH Zoning Standards, as if the area was located within the city limits.
5. For clarity, each Town Home must be located on an individual Lot. This means that there cannot be more than one Town Home per Lot. Developer agrees that its plat applications for the High-Density/Town Home Residential Development Area(s) shall have lot lines (and other demarcations) clearly showing that there is only one Town Home located on each Lot.

Multi-Family Residential Development Area Standards

1. A maximum of 15 acres out of the Land may be Developed and used for Multi-Family Residential purposes only.
2. A maximum of 300 Dwelling Units (apartment units) may be constructed in the Multi-Family Residential Development Area.
3. All Development in the Multi-Family Residential Development Area must be developed to the City's MF-2 Zoning Standards, as if the area was located within the city limits.
4. All Multi-Family Structures must be constructed up to and abutting the street edge, and all parking for residents and guests must be placed behind the Multi-Family Structures. Parking lots located in front of a Multi-Family Structure are prohibited.
5. CONSTRUCTION SEQUENCING LIMITATION: No Site Development Plan will be approved by the City for any Development in the Multi-Family Residential

Development Area until all Lots shown on the Final Plat(s) for the High Density/Town Home Development Area have completed Structures thereon for which the City has approved a final inspection.

Medium-Density Residential Development Area Standards

1. A maximum of 31 acres out of the Land may be Developed and must be used for Medium-Density Single Family Residential purposes only
2. A minimum of 91 Lots may be constructed within the Medium-Density Residential Development Area
3. A minimum of 45 Lots within the Medium-Density Residential Development Area must have Lot widths of forty-five feet (50′)
4. A minimum of 46 Lots within the Medium-Density Residential Development Area must have Lot widths of forty feet (60′).
5. All Development in the Medium-Density Residential Area must be developed to the City's RS Zoning Standards, as if the areas were located within the City limits.

Low-Density Residential Development Area Standards

1. A maximum of 25 acres out of the Land may be Developed and must be used for Low Density Single Family Residential purposes only
2. A minimum of 20 Lots may be constructed within the Low-Density Residential Development Area
3. All Lots within the Low-Density Residential Area must have a minimum Lot width of one hundred feet (100′).
4. All Development in the Low-Density Residential Area must be developed to the City's RS Zoning Standards, as if the area was located within the City limits.

Serenity Ranch Municipal Utility District

Finance Plan -ETJ MUD $0.95 Total Tax Rate

October 3, 2024

Executive Summary

Land Use - TBD		
Type of Development	**Acreage**	**#Lots/Sq. Ft.**
Single Family	30.60	111
Multi-Family	14.90	300
Townhomes	16.10	151
Retail	3.00	28,000
Amenity Center	2.90	
Streets/ROW/Parks	44.50	
Total	112.00	

Taxing Entity	**2023 Rate**
Williamson Co.	0.33312
Williamson Co. RM/RD	0.04433
Williamson Co. ESD No. 8	0.09407
Georgetown ISD	1.04670
City of Georgetown	-
The District	0.95000
Total	2.46822

Construction Costs - Provided by Engineer	
Developer Contribution Items	
Water/Wastewater	$ 3,352,200
Drainage	5,311,075
Streets	5,774,225
Engineering (15%)	2,165,625
Contingencies (10%)	1,660,313
subtotal	**$ 18,263,438**
Impact Fees	
Water ($5,000/lot) Jonah SUD	$ 1,310,000
Wastewater ($6,129/lot) City of Georgetown	1,605,798
subtotal	**$ 2,915,798**
Total Construction Costs	**$ 21,179,236**
Other	
Creation & Organization	150,000
Developer Interest (2 yrs @ 4.50%)	1,906,131
Market Escalation/Inflation	5,218,208
Total Estimated Costs	**$ 28,453,575**

Projected Assessed Valuation

	Acreage	House	Lot	Total	Number of Lots	Value
Townhomes	16.10	$ 316,600	$ 55,871	$ 372,470	151	$ 56,242,970
Detached Homes 50'	12.41	398,157	70,263	468,420	45	21,078,900
Detached Homes 60'	12.68	500,565	88,335	588,900	46	27,089,400
Detached Homes 100'	5.51	786,267	138,753	925,020	20	18,500,400
Total	**46.70**				**262**	**$ 122,911,670**

	$ 122,911,670	Single-Family
	62,286,000	Multi-Family ($207,620k/Unit)
	13,160,000	Retail ($470/Square Foot)
	27,396,970	Inflation (3% annual escalation of home prices & annual increase of existing improvements)
Projected Ultimate Assessed Value	**$ 225,754,640**	

Bond Issues

Year	**Bond Issue Size**	**Developer Reimbursement**	**Plus Surplus Funds**	**Total Reimbursement**
2027	$ 5,600,000	$ 4,515,400	$ -	$ 4,515,400
2028	9,200,000	7,472,800	-	7,472,800
2029	8,000,000	6,487,000	-	6,487,000
2030	-	-	-	-
2031	12,250,000	9,978,375	-	9,978,375
	$ 35,050,000	**$ 28,453,575**	**$ -**	**$ 28,453,575**

Taxes

	2026	**2027**	**2028**	**2029**	**2030**
Debt Service	$ -	$ 0.2585	$ 0.4655	$ 0.6960	$ 0.6960
Maintenance & Operation	0.9500	0.6915	0.4845	0.2540	0.2540
Total	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**

	2031	**2032**	**2033**	**2034**	**2035**
Debt Service	$ 0.9310	$ 0.9310	$ 0.9310	$ 0.9310	$ 0.9310
Maintenance & Operation	0.0190	0.0190	0.0190	0.0190	0.0190
Total	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**

Public Finance Group has prepared the following analysis utilizing the Developer's existing Land Plan as well as estimated costs, values and lot absorptions as provided by the Developer, and Public Finance Group makes no assurances that the property within the District will be developed in the manner herein described.

Serenity Ranch Municipal Utility District

Land Development Schedule

Lots to be Developed	2025	2026	2027	2028	2029	2030	2031	Total
Townhomes	151	0	0	0	0	0	0	151
Detached Homes 50'	0	45	0	0	0	0	0	45
Detached Homes 60'	0	46	0	0	0	0	0	46
Detached Homes 100'	0	20	0	0	0	0	0	20
Total Lots Developed	**151**	**111**	**0**	**0**	**0**	**0**	**0**	**262**

Homes Constructed	2025	2026	2027	2028	2029	2030	2031	Total
Townhomes	0	30	30	30	30	30	1	151
Detached Homes 50'	0	45	0	0	0	0	0	45
Detached Homes 60'	0	36	10	0	0	0	0	46
Detached Homes 100'	0	9	9	2	0	0	0	20
Total Homes Constructed	**0**	**120**	**49**	**32**	**30**	**30**	**1**	**262**

Multi-Family			Retail		
Year	**Units**	**Acres**	**Year**	**Sq. Ft**	**Acres**
2027	260	14.90	2031	28,000	3.00
2028	40	-	2032	-	-
Total	300	14.90	Total	28,000	3.00

Serenity Ranch Municipal Utility District

PROJECTED ULTIMATE ASSESSED VALUATION

(Incudes 3% Market Esclation of Home Prices and Annual Inflation of Existing Improvements)

Projected	**2025**	**Assessed Valuation**			**64.60**	acres @	$	18,000	/acre	**$**	**1,162,800**
	Cumulative										
0	houses	Plus:	0	Houses	@	307,377	/House	Townhomes	$ -		
0			0	Houses	@	386,563	/House	Detached Homes 50'	-		
0			0	Houses	@	485,988	/House	Detached Homes 60'	-		
0			0	Houses	@	763,368	/House	Detached Homes 100'	-		
0			0								-
151	lots	Plus:	151	Lots	@	54,243	/Lot	Townhomes	8,190,693		
0	lots		0	Lots	@	68,217	/Lot	Detached Homes 50'	-		
0	lots		0	Lots	@	85,763	/Lot	Detached Homes 60'	-		
0	lots		0	Lots	@	134,712	/Lot	Detached Homes 100'	-		
151			151								8,190,693
16.10		Less:	16.10	Acres	@	18,000	/Acre				(289,800)
0		Plus:	0	Retail	@	410	/Sq. Ft				-
0		Plus:	0	Apartments	@	195,700	/Apt				-
Projected	**2026**	**Assessed Valuation**								**$**	**9,063,693**
	Cumulative										
30	houses	Plus:	30	Houses	@	316,600	/House	Townhomes	$ 9,497,985		
45			45	Houses	@	398,157	/House	Detached Homes 50'	17,917,065		
36			36	Houses	@	500,565	/House	Detached Homes 60'	18,020,340		
9			9	Houses	@	786,267	/House	Detached Homes 100'	7,076,403		
120			120								52,511,793
151	lots	Plus:	0	Lots	@	55,871	/Lot	Townhomes	-		
45	lots		45	Lots	@	70,263	/Lot	Detached Homes 50'	3,161,835		
46	lots		46	Lots	@	88,335	/Lot	Detached Homes 60'	4,063,410		
20	lots		20	Lots	@	138,753	/Lot	Detached Homes 100'	2,775,060		
262			111								10,000,305
46.70		Less:	30.60	Acres	@	18,000	/Acre				(550,800)
0		Plus:	0	Retail	@	420	/Sq. Ft				-
0		Plus:	0	Apartments	@	201,570	/Apt				-
				Plus:		Annual Inflation of Existing Improvements			3.00%		271,974
Projected	**2027**	**Assessed Valuation**								**$**	**71,296,965**
	Cumulative										
60	houses	Plus:	30	Houses	@	326,094	/House	Townhomes	$ 9,782,820		
45			0	Houses	@	410,100	/House	Detached Homes 50'	-		
46			10	Houses	@	515,585	/House	Detached Homes 60'	5,155,845		
18			9	Houses	@	809,855	/House	Detached Homes 100'	7,288,691		
169			49								22,227,356
151	lots	Plus:	0	Lots	@	57,546	/Lot	Townhomes	-		
45	lots		0	Lots	@	72,371	/Lot	Detached Homes 50'	-		
46	lots		0	Lots	@	90,986	/Lot	Detached Homes 60'	-		
20	lots		0	Lots	@	142,916	/Lot	Detached Homes 100'	-		
262			0								-

61.60		Less:	14.90	Acres	@	18,000	/Acre			(268,200)
0		Plus:	0	Retail	@	430	/Sq. Ft			-
260		Plus:	260	Apartments	@	207,620	/Apt			53,981,200
					Plus:	Annual Inflation of Existing Improvements			3.00%	2,139,410

Projected 2028 Assessed Valuation **$ 149,376,730**

Cumulative										
90	houses	Plus:	30	Houses	@	335,878	/House	Townhomes	$ 10,076,325	
45			0	Houses	@	422,399	/House	Detached Homes 50'	-	
46			0	Houses	@	531,055	/House	Detached Homes 60'	-	
20			2	Houses	@	834,148	/House	Detached Homes 100'	1,668,295	
201			32							11,744,620
151	lots	Plus:	0	Lots	@	59,273	/Lot	Townhomes	-	
45	lots		0	Lots	@	74,541	/Lot	Detached Homes 50'	-	
46	lots		0	Lots	@	93,716	/Lot	Detached Homes 60'	-	
20	lots		0	Lots	@	147,203	/Lot	Detached Homes 100'	-	
262			0							-
61.60		Less:	0.00	Acres	@	18,000	/Acre			-
0		Plus:	0	Retail	@	440	/Sq. Ft			-
300		Plus:	40	Apartments	@	213,850	/Apt			8,554,000
					Plus:	Annual Inflation of Existing Improvements			3.00%	4,482,351

Projected 2029 Assessed Valuation **$ 174,157,701**

Cumulative										
120	houses	Plus:	30	Houses	@	345,950	/House	Townhomes	$ 10,378,500	
45			0	Houses	@	435,073	/House	Detached Homes 50'	-	
46			0	Houses	@	546,984	/House	Detached Homes 60'	-	
20			0	Houses	@	859,172	/House	Detached Homes 100'	-	
231			30							10,378,500
151	lots	Plus:	0	Lots	@	61,050	/Lot	Townhomes	-	
45	lots		0	Lots	@	76,778	/Lot	Detached Homes 50'	-	
46	lots		0	Lots	@	96,527	/Lot	Detached Homes 60'	-	
20	lots		0	Lots	@	151,619	/Lot	Detached Homes 100'	-	
262			0							-
61.60		Less:	0.00	Acres	@	18,000	/Acre			-
0		Plus:	0	Retail	@	450	/Sq. Ft			-
300		Plus:	0	Apartments	@	220,270	/Apt			-
					Plus:	Annual Inflation of Existing Improvements			3.00%	5,225,954

Projected 2030 Assessed Valuation **$ 189,762,155**

Cumulative										
150	houses	Plus:	30	Houses	@	356,329	/House	Townhomes	$ 10,689,855	
45			0	Houses	@	448,129	/House	Detached Homes 50'	-	
46			0	Houses	@	563,397	/House	Detached Homes 60'	-	
20			0	Houses	@	884,944	/House	Detached Homes 100'	-	
261			30							10,689,855
151	lots	Plus:	0	Lots	@	62,882	/Lot	Townhomes	-	
45	lots		0	Lots	@	79,082	/Lot	Detached Homes 50'	-	
46	lots		0	Lots	@	99,423	/Lot	Detached Homes 60'	-	
20	lots		0	Lots	@	156,167	/Lot	Detached Homes 100'	-	
262			0							-

61.60		Less:	0.00	Acres	@	18,000	/Acre				-
0		Plus:	0	Retail	@	460	/Sq. Ft				-
300		Plus:	0	Apartments	@	226,880	/Apt				-
					Plus:	Annual Inflation of Existing Improvements			3.00%		5,694,197
Projected	**2031**	**Assessed Valuation**								**$**	**206,146,207**
	Cumulative										
151	houses	Plus:	1	Houses	@	316,600	/House	Townhomes	$ 316,600		
45			0	Houses	@	398,157	/House	Detached Homes 50'	-		
46			0	Houses	@	500,565	/House	Detached Homes 60'	-		
20			0	Houses	@	786,267	/House	Detached Homes 100'	-		
262			1								316,600
151	lots	Plus:	0	Lots	@	55,871	/Lot	Townhomes	-		
45	lots		0	Lots	@	70,263	/Lot	Detached Homes 50'	-		
46	lots		0	Lots	@	88,335	/Lot	Detached Homes 60'	-		
20	lots		0	Lots	@	138,753	/Lot	Detached Homes 100'	-		
262			0								-
64.60		Less:	3.00	Acres	@	18,000	/Acre				(54,000)
28,000		Plus:	28,000	Retail	@	470	/Sq. Ft				13,160,000
300		Plus:	0	Apartments	@	233,690	/Apt				-
					Plus:	Annual Inflation of Existing Improvements			3.00%		6,185,834
Projected	**2032**	**Assessed Valuation**								**$**	**225,754,640**

Serenity Ranch Municipal Utility District

Summary of Costs

October 3, 2024

Construction Costs	Estimated Costs	2027	2028	2029	2030	2031	Total
Constructions Costs, Developer Interest and Creation Costs	$ 28,453,575	$ 4,515,400	$ 7,472,800	$ 6,487,000	$ -	$ 9,978,375	**$ 28,453,575**
subtotal	**28,453,575**	**4,515,400**	**7,472,800**	**6,487,000**	**-**	**9,978,375**	**28,453,575**
Park and Recreational Facilities	-	-	-	-	-	-	-
Total Construction Costs	**$ 28,453,575**	**$ 4,515,400**	**$ 7,472,800**	**$ 6,487,000**	**$ -**	**$ 9,978,375**	**$ 28,453,575**
							-
Nonconstruction Costs							-
							-
Legal Fees (3.00%)		$ 168,000	$ 276,000	$ 240,000	$ -	$ 367,500	**$ 1,051,500**
Financial Advisory Fees (2.50%)		140,000	230,000	200,000	-	306,250	**876,250**
Capitalized Interest (2 years @ 4.50%)		504,000	828,000	720,000	-	1,102,500	**3,154,500**
Bond Discount (3.00%)		168,000	276,000	240,000	-	367,500	**1,051,500**
TCEQ Issuance Fee (0.25%)		14,000	23,000	20,000	-	30,625	**87,625**
Administration and Organization		40,000	40,000	40,000	-	40,000	**160,000**
Attorney General Fee (0.10%)		5,600	9,200	8,000	-	12,250	**35,050**
Contingency		-	-	-	-	-	-
Bond Application Report Costs		45,000	45,000	45,000	-	45,000	**180,000**
Total Nonconstruction Costs		$ 1,084,600	$ 1,727,200	$ 1,513,000	$ -	$ 2,271,625	**$ 6,596,425**
Total Bond Issue Requirement		**$ 5,600,000**	**$ 9,200,000**	**$ 8,000,000**	**$ -**	**$ 12,250,000**	**$ 35,050,000**

Projected Assessed Valuation	$ 71,296,965	$ 149,376,730	$ 174,157,701	$ 189,762,155	$ 206,146,207
1-Sep	129,856,789 #	167,962,458	185,861,041	202,050,194	220,852,532
Cumulative Debt Outstanding	$ 5,600,000	$ 14,800,000	$ 22,800,000	$ 22,800,000	$ 35,050,000
% of Cumulative Debt to Assessed Valuation	7.85%	9.91%	13.09%	12.02%	17.00%
1-Sep	4.31%	8.81%	12.27%	11.28%	15.87%

Serenity Ranch Municipal Utility District

PROJECTION OF INCOME AND EXPENSE - GENERAL FUND

ETJ MUD - $0.95 Total Tax Rate

	Estimated[a]										
	9/30/2025	9/30/2026	9/30/2027	9/30/2028	9/30/2029	9/30/2030	9/30/2031	9/30/2032	9/30/2033	9/30/2034	9/30/2035
Revenues											
Property Tax	$ -	$ 10,991	$ 85,675	$ 490,553	$ 720,112	$ 440,149	$ 479,586	$ 38,972	$ 42,679	$ 42,679	$ 42,679
Connection Fees	-	90,000	36,750	24,000	22,500	22,500	-	-	-	-	-
Interest	-	698	2,437	3,617	22,217	51,904	70,066	89,787	90,297	90,947	91,369
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Developer Contribution	100,000	35,000	-								
Total Revenues	**$ 100,000**	**$ 136,689**	**$ 124,861**	**$ 518,170**	**$ 764,828**	**$ 514,553**	**$ 549,652**	**$ 128,759**	**$ 132,976**	**$ 133,626**	**$ 134,048**
Expenditures											
Audit Fees	$ -	$ 8,500	$ 9,000	$ 10,000	$ 10,000	$ 10,500	$ 10,500	$ 11,000	$ 11,500	$ 11,500	$ 11,500
Legal Fees	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046	44,337	45,667	47,037
Bookkeeping Fees	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572	20,159
Engineering Fees	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438	10,751
Director Fees, including Payroll Taxes	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069	11,401	11,743	12,095
Tax appraisal/collection Fees	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957	2,016
Other Consulting Fees	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344
Insurance	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566	1,613
Utlities	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376
Elections	-	2,500	-	2,500	-	2,500	-	2,500	-	2,500	-
Security Lights	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376
Landscaping Maintenance	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720
Bank Service Charges	500	515	530	546	563	580	597	615	633	652	672
Miscellaneous	300	309	318	328	338	348	358	369	380	391	403
Total Expenditures	**$ 84,500**	**$ 98,035**	**$ 98,646**	**$ 104,835**	**$ 105,105**	**$ 110,959**	**$ 111,397**	**$ 117,424**	**$ 118,542**	**$ 124,253**	**$ 125,061**
Net Revenues	**$ 15,500**	**$ 38,654**	**$ 26,215**	**$ 413,335**	**$ 659,723**	**$ 403,594**	**$ 438,254**	**$ 11,335**	**$ 14,434**	**$ 9,373**	**$ 8,987**
General Fund Balance, Beginning of Yr	**$ -**	**$ 15,500**	**$ 54,154**	**$ 80,369**	**$ 493,704**	**$ 1,153,427**	**$ 1,557,021**	**$ 1,995,275**	**$ 2,006,610**	**$ 2,021,045**	**$ 2,030,417**
Transfer In/Out			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Balance, End of Yr	**$ 15,500**	**$ 54,154**	**$ 80,369**	**$ 493,704**	**$ 1,153,427**	**$ 1,557,021**	**$ 1,995,275**	**$ 2,006,610**	**$ 2,021,045**	**$ 2,030,417**	**$ 2,039,404**
24 month (2 year) reserve amount	$ 169,000	$ 196,070	$ 197,292	$ 209,671	$ 210,211	$ 221,917	$ 222,795	$ 234,849	$ 237,084	$ 248,507	$ 250,122
Projected Assessed Valuation [b]	**$ 1,162,800**	**$ 9,063,693**	**$ 71,296,965**	**$ 149,376,730**	**$ 174,157,701**	**$ 189,762,155**	**$ 206,146,207**	**$ 225,754,640**	**$ 225,754,640**	**$ 225,754,640**	**$ 225,754,640**
Estimated M & O Tax Revenues [c]	$ 10,991	$ 85,675	$ 490,553	$ 720,112	$ 440,149	$ 479,586	$ 38,972	$ 42,679	$ 42,679	$ 42,679	$ 42,679
PROJECTED TOTAL TAX RATE-											
Debt Service	$ -	$ -	$ 0.2585	$ 0.4655	$ 0.6960	$ 0.6960	$ 0.9310	$ 0.9310	$ 0.9310	$ 0.9310	$ 0.9310
Maintenance & Operation	0.9500	0.9500	0.6915	0.4845	0.2540	0.2540	0.0190	0.0190	0.0190	0.0190	0.0190
Total Projected Tax Rate	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**

(a) Based on 3% annual increase in expenses; Interest Income calculated at 4.5%.

(b) Based upon growth as provided by the developer in the land plan.

(c) Based upon calculated maintenance & operation tax rate at 99% tax collection rate.

PUBLIC

Serenity Ranch Municipal Utility District

Projection of Income and Expenses - Debt Service Fund

Growth

$5,600,000 Unlimited Tax Bonds, Series 2027 — **$0 Unlimited Tax Bonds, Series 2030**

$9,200,000 Unlimited Tax Bonds, Series 2028 — **$12,250,000 Unlimited Tax Bonds, Series 2031**

$8,000,000 Unlimited Tax Bonds, Series 2029

prepared by Public Finance Group LLC

Year	Projected Assessed Valuation[a]	Tax Rate Per $100 A.V.	Tax Collections @ 100%	Investment Income @ 4.50%	Total Available for Debt	Projected Series 2027 @ 4.50%	Projected Series 2028 @ 4.50%	Projected Series 2029 @ 4.50%	Projected Series 2030 @ 4.50%	Projected Series 2031 @ 4.50%	Projected Total Debt	Cumulative Debt Fund Balance		Percentage of Subsequent Year's Debt
2026	$ 9,063,693	-										$ 504,000	(b)	-
2027	$ 71,296,965	$ 0.2585	$ -	$ 22,680	$ 526,680	$ -					$ -	1,354,680	(c)	645.44%
2028	149,376,730	0.4655	184,303	60,961	1,599,943	209,885	$ -				209,885	2,110,058	(d)	353.56%
2029	174,157,701	0.6960	695,349	94,953	2,900,360	252,000	344,811	$ -			596,811	2,303,549	(e)	155.56%
2030	189,762,155	0.6960	1,212,138	103,660	3,619,346	397,000	634,000	449,836	$ -		1,480,836	3,241,010	(f)	210.66%
2031	206,146,207	0.9310	1,320,745	145,845	4,707,600	396,148	634,100	508,250	-	$ -	1,538,498	3,169,103		138.32%
2032	225,754,640	0.9310	1,919,221	142,610	5,230,934	393,725	634,829	506,275	-	756,250	2,291,079	2,939,855		128.28%
2033	225,754,640	0.9310	2,101,776	132,293	5,173,924	396,750	632,950	505,004	-	757,025	2,291,729	2,882,195		125.86%
2034	225,754,640	0.9310	2,101,776	129,699	5,113,670	394,325	631,700	506,650	-	757,350	2,290,025	2,823,645		123.13%
2035	225,754,640	0.9310	2,101,776	127,064	5,052,484	397,269	635,000	503,775	-	757,225	2,293,269	2,759,216		120.52%
2036	225,754,640	0.9310	2,101,776	124,165	4,985,156	393,575	633,577	505,675	-	756,650	2,289,477	2,695,679		117.53%
2037	225,754,640	0.9310	2,101,776	121,306	4,918,760	395,250	634,800	507,966	-	755,625	2,293,641	2,625,119		114.38%
2038	225,754,640	0.9310	2,101,776	118,130	4,845,025	396,475	636,300	508,125	-	754,150	2,295,050	2,549,975		111.31%
2039	225,754,640	0.9310	2,101,776	114,749	4,766,499	392,749	632,125	508,675	-	757,225	2,290,774	2,475,725		107.90%
2040	225,754,640	0.9310	2,101,776	111,408	4,688,908	397,800	633,301	508,775	-	754,625	2,294,501	2,394,407		104.08%
2041	225,754,640	0.9310	2,101,776	107,748	4,603,931	397,675	637,200	509,160	-	756,575	2,300,610	2,303,321		100.21%
2042	225,754,640	0.9310	2,101,776	103,649	4,508,746	397,100	636,000	507,625	-	757,850	2,298,575	2,210,171		96.50%
2043	225,754,640	0.9310	2,101,776	99,458	4,411,404	396,462	634,125	506,375	-	753,450	2,290,411	2,120,993		92.62%
2044	225,754,640	0.9310	2,101,776	95,445	4,318,213	394,600	637,196	504,675	-	753,600	2,290,071	2,028,142		88.29%
2045	225,754,640	0.9310	2,101,776	91,266	4,221,184	397,675	633,125	508,135	-	758,075	2,297,010	1,924,175		84.01%
2046	225,754,640	0.9310	2,101,776	86,588	4,112,538	395,075	634,000	504,700	-	756,650	2,290,425	1,822,113		79.49%
2047	225,754,640	0.9310	2,101,776	81,995	4,005,884	397,277	633,975	506,425	-	754,550	2,292,227	1,713,657		74.47%
2048	225,754,640	0.9310	2,101,776	77,115	3,892,547	398,300	638,456	507,475	-	756,775	2,301,006	1,591,542		69.31%
2049	225,754,640	0.9310	2,101,776	71,619	3,764,937	393,900	636,000	508,310	-	758,100	2,296,310	1,468,627		64.04%
2050	225,754,640	0.9310	2,101,776	66,088	3,636,491	394,050	638,050	507,550	-	753,525	2,293,175	1,343,316		58.47%
2051	225,754,640	0.9310	2,101,776	60,449	3,505,541	398,617	638,975	506,575	-	753,275	2,297,442	1,208,099		52.46%
2052	225,754,640	0.9310	2,101,776	54,364	3,364,239	397,100	638,922	509,925	-	757,125	2,303,072	1,061,167		46.24%
2053	225,754,640	0.9310	2,101,776	47,752	3,210,695	-	637,450	902,655	-	754,850	2,294,955	915,739		39.85%
2054	225,754,640	0.9310	2,101,776	41,208	3,058,723	-	-	1,541,375	-	756,675	2,298,050	760,673		33.18%
2055	225,754,640	0.9310	2,101,776	34,230	2,896,679	-	-	-	-	2,292,375	2,292,375	604,304		26.59%
2056	225,754,640	0.9310	2,101,776	27,194	2,733,274	-	-	-	-	2,272,875	2,272,875	460,399		
			$ 55,774,371	**$ 2,695,691**		**$ 9,570,781**	**$ 15,590,967**	**$ 14,049,966**	**$ -**	**$ 21,952,450**	**$ 61,164,164**			

(a) Projected Assessed Valuations. Actual assessed valuations are provided by the appraisal districts.

(b) Capitalized Interest (2yrs @ 4.5%) included in Series 2027 bond proceeds	$ 504,000
(c) Includes Capitalized Interest (2yrs @ 4.5%) included in Series 2028 bond proceeds	$ 828,000
(d) Includes Capitalized Interest (2yrs @ 4.5%) included in Series 2029 bond proceeds	$ 720,000
(e) Includes Capitalized Interest (2yrs @ 4.5%) included in Series 2030 bond proceeds	$ -
(f) Includes Capitalized Interest (2yrs @ 4.5%) included in Series 2031 bond proceeds	$ 1,102,500

EXHIBIT M

Land Development Standard Checklist
Architectural and Masonry Standards

INSTRUCTIONS: Builder to complete and submit to the City of Georgetown, Texas:

Initial Submittal to Inspections - with application for Building Plans
Resubmittal to Inspections - with application for Building Permit.

COMPLIANCE CHECKLIST

ARCHITECTURAL STANDARDS FOR SINGLE-FAMILY RESIDENTIAL:

PART A: RESIDENCE ADDRESS – to be completed by Builder Representative

Lot: _____ **Block:**_____ **Phase:** _____ **Street Address**: _____

I, _____ printed name of authorized Builder Representative making the representations and certifications] ("Builder Representative"), being an authorized agent of _____ [*Builder company name*] ("Builder"), hereby certify that the residential structure located at the address shown above has been constructed by Builder in compliance with the Serenity Ranch Utility District Architectural Standards as set forth in that certain CONSENT AGREEMENT BETWEEN THE CITY OF CR 150 QOZB, L.P. dated to be effective on _____ and recorded in the Official Public Records of Williamson County, Texas as Document No. _____

_____
Signature of Authorized Builder Representative

PART B: COMPLIANCE CHECKLIST – to be completed by Builder Representative

IMPORTANT:

- The following Compliance Checklist must bear the signature of the Builder Representative for each element listed. Submittal of an incomplete Compliance Checklist will result in denial of issuance of a Building Permit, request for Final Inspection, and/or request for issuance of a Certificate of Occupancy.
- Signature of the Builder Representative shall constitute a representation, warranty, and certification by the Builder Representative that the residence is, or will be on construction, in compliance with the corresponding element on the Compliance Checklist.
- The City will not issue a Building Permit, schedule a Final Inspection, and/or issue a Certificate of Occupancy unless the City confirms that the residence is in compliance with all elements on the Compliance Checklist.

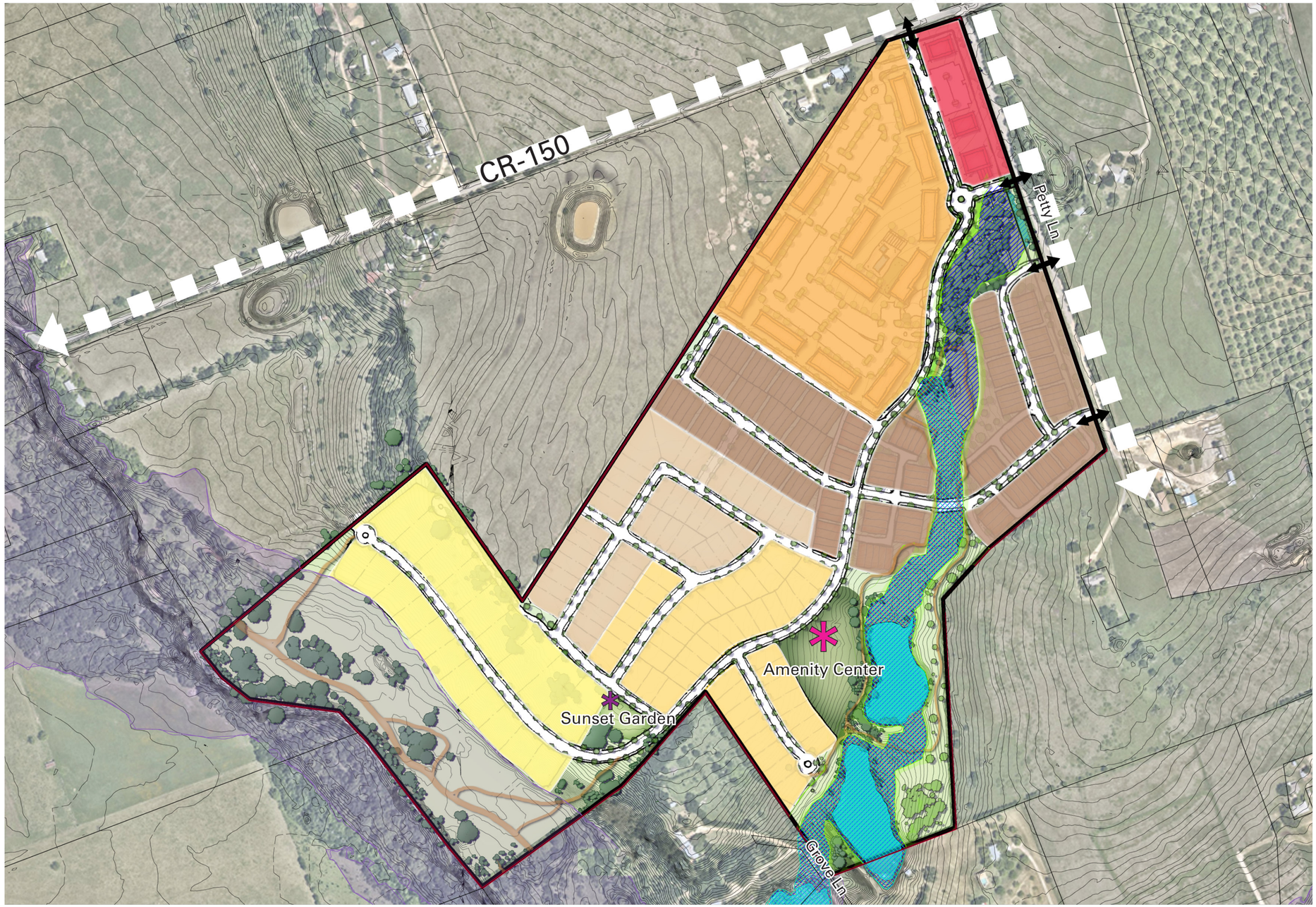
PART B1: COMPLIANCE CHECKLIST – EXTERIOR MATERIALS *

Exterior Material Treatment	Builder Representative Signature
At least 75% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or any other openings);	
The side and rear elevations not facing a public right-of-way shall consist of at least 100% brick, stone or stucco on the first floor (exclusive of windows, doors or any other openings) and brick, stone or cement based siding on the second floor and;	
Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 75% brick, stone or stucco on the street facing side (exclusive of windows, doors or any other openings).	

PART B2: COMPLIANCE CHECKLIST – FRONT ELEVATION FEATURES At minimum of two (2) of the following design options must be incorporated into front elevations and included on the architectural plans submitted for building permits.**

Front Elevation Features ** Roof overhang of 18" permitted within side setback.	Builder Representative Signature
Covered front porch or patio with a minimum size of sixty (60) square feet;	
A garage door recessed from the primary front facade a minimum of two feet (2'0") for garage doors that face the front street;	
Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);	
Trellis (at least 18" deep) above the garage door;	
A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;	
Two (2) or more masonry finishes to compliment the architectural style of the home; or	
The addition of the one or more dormers on the front elevation to compliment the architectural style of the home.	

EXHIBIT “N”
Land Plan



Legend

	Proposed retail :	±3 acres ± 30,000 RSF
	Proposed multifamily :	±15 acres ± 300 units
	Proposed townhomes:	±160 units
	(Front Load ±90 units)	
	(Rear Load ±70 units)	
	Proposed 50′ Lots :	±45 lots
	Proposed 60′ Lots :	±46 lots
	Proposed 100′+ Lots :	20 lots
	Total Single Family & TH:	**±271lots**

Sunset Garden

Amenity Center:
Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)

Pape Dawson Calculated Floodplain

Floodplain

TBG

Serenity Ranch

Land Plan

Georgetown, Texas
Sep 2025

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.

0 100′ 200′ 400′

EXHIBIT O

MAINTENANCE AGREEMENT (form)

SERENITY RANCH

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Maintenance Agreement (this "Agreement") is made to be effective as of the Effective Date (defined below) and is by and between the **CITY OF GEORGETOWN, TEXAS**, a home-rule city located in Williamson County, Texas (the "City"), **CR 150 QOZB, LP,** a Delaware limited partnership ("Developer"), the **SERENITY RANCH MUNICIPAL UTILITY DISTRICT NO**. **__,** a municipal utility district formed and operating under Chapters 49 and 54 of the Texas Local Government Code (the District"), and _____ a Texas non-profit corporation (the "HOA") , (individually, a "Party" and collectively, the "Parties"), and is as follows:

RECITALS

WHEREAS, the District is a subdivision development and municipal utility district within the City's extraterritorial jurisdiction authorized by the Consent Agreement attached to Ordinance No. _____ passed and approved by the Georgetown City Council on _____, 2025 (the "Consent Agreement"), consisting of approximately 112.21 acres of land in Williamson County, Texas, more particularly described in that certain General Warranty Deed dated October 2, 2023 from REALMAC, Ltd., a Texas limited partnership, to Developer, recorded in the Official Public Records of Williamson County, Texas as Document No. 2023083026, and also described by metes and bounds and surveyor's sketch on the attached ***Exhibit A*** attached to the Consent Agreement, and

WHEREAS, it is anticipated that at full build out the District will have a mix of Multi-Family, High-Density/Town Home, Medium Density, and Low-Density residential development, approximately 30,000 square feet of Commercial/Retail space, 15.4 Acres of Private Parkland with Public Access, Trails, Open Space Areas, Amenity Center Improvements, and associated roadway and drainage improvements; and

WHEREAS, the HOA is a nonprofit corporation having as its members all persons or entities becoming a holder of all or a portion of the fee simple interest in any Lot in the District, which membership in the HOA is not severable from the ownership of the Lot; and

WHEREAS, the HOA is created to, among other things, maintain the HOA/District Areas and Improvements (as defined in the Consent Agreement), and otherwise administer the affairs of the HOA in accordance with the terms of the Consent Agreement; and

WHEREAS, the HOA has the authority to levy HOA Assessments against the Lots within the District to provide a permanent source of funding for the HOA to pay for performing its responsibilities under this Agreement; and

WHEREAS, pursuant to the Governing Agreements, the HOA/District Areas and Improvements have been or will be conveyed to the HOA or the District, in trust for the public, and will be maintained by the HOA or the District; and

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public, the District, and the members of the HOA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the HOA, and the District agree as follows:

1. **RECITALS AND AGREEMENT ADOPTED.** The recitals set out above are true and correct and are hereby incorporated into this Agreement by this reference as though each were set out in full herein. In addition, the Related Agreements are incorporated into this Agreement as if all were set out in full.

2. **DEFINITIONS.** In addition to the terms defined in the Recitals to this Agreement, (i) capitalized words used in this Agreement and not defined herein will have the meanings set out in the Consent Agreement, and (ii) the following words, shall, when capitalized, have the following meanings when used in this Agreement:

2.1 "*HOA Assessments*" means the assessments the HOA imposes for the purposes of, among other things, funding its obligations under this Agreement.

3. **MAINTENANCE REQUIREMENTS**. The HOA shall, at its sole cost and expense, perform or cause to be performed, all repairs, maintenance, and replacement work when and as needed to keep the HOA/District Areas and Improvements in good condition suitable for use and enjoyment by the public including, but not limited to, regular mowing, edging, trimming; regular landscape maintenance including re-planting of trees, shrubs and other landscaping to replace dead or diseased plantings; regular weed, ant, mosquito and algae control; irrigation, and irrigation system maintenance and repair; keeping the areas free of all trash and debris and properly functioning; painting; striping; and other work necessary to maintain the HOA/District Areas and Improvements in perpetuity, and to replace those elements at the end of their useful life. The HOA shall be solely responsible for maintenance of the HOA/District Areas and Improvements, and the City shall have no obligations for same.

4. **WATER CONSERVATION.** The HOA agrees that it will install and maintain drought-resistant landscaping and water conserving natural turf, and will not install, or allow to be installed, St. Augustine grass anywhere in the HOA/District Areas and Improvements.

5. **NO LIENS**. The HOA shall not cause, suffer or allow any liens to be placed on the HOA/District Areas and Improvements by, through or under the HOA.

6. **HOA ASSESSMENTS.**

6.1 The HOA shall levy HOA Assessments in such amounts necessary to perform its responsibilities under this Agreement.

6.2 The HOA shall also levy HOA Assessments in amounts, as reasonably determined by the City, necessary to maintain reserves, and ultimately replace, HOA/District Areas and Improvements at the end of their useful life.

7. **INSURANCE**.

7.1 Prior to the commencement of any work in the HOA/District Areas and Improvements under this Agreement, the HOA shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager, which shall be clearly labeled with the legal name of the HOA in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The Certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. Failure to obtain and maintain the required insurance shall constitute a material default of this Agreement. No officer or employee, other than the City Manager, shall have authority to waive this requirement.

7.2 Notwithstanding the provisions of **Section 7.3** below, the City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification at the request of the HOA whereupon the City may incur increased risk.

7.3 The HOA's financial integrity is of interest to the City; therefore, subject to the HOA's right to maintain reasonable deductibles in such amounts as are approved by the City, the HOA shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the HOA's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M.

Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	**AMOUNTS**
Workers' Compensation	Statutory
Employers' Liability	$1,000,000 / $1,000,000 / $1,000,000
Commercial General Liability Insurance to include coverage for the following: Premises operations *b. Independent Contractors Products/completed operations Personal Injury Contractual Liability *f. Environmental Impairment/Impact sufficiently broad to cover disposal liability *g. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability Owned/leased vehicle Non-owned vehicle Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

*May be waived by the City Manager if not applicable to activities performed by the HOA

7.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies) as may be required to comply with the terms of this Agreement. The HOA shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of insurance to the City at the address

provided below within 30 days of the requested change. The HOA shall pay any costs incurred resulting from said changes.

City of Georgetown
Attn. City Manager
P.O. Box 409
Georgetown, TX 78627

7.5 The HOA agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

7.5.1 Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies; and

7.5.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City when the City is an additional insured shown on the policy; and

7.5.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

7.6 The HOA agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of any of the insurance policies required to be obtained and maintained by the HOA under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the HOA shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the HOA's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

7.7 Nothing herein contained shall be construed as limiting in any way the extent to which the HOA may be held responsible for payments of damages to persons or property resulting from the HOA's performance of the work covered under this Agreement.

7.8 It is agreed that the HOA's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

7.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

8. INDEMNIFICATION. THE HOA INDEMNIFIES THE CITY ONLY FOR CLAIMS ATTRIBUTED TO THE HOA AND THE HOA ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THE ACTIVITIES DESCRIBED IN SECTION _ BY THE HOA, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES.

9. **TERM**. This Agreement shall be effective from the Effective Date and shall continue in effect until the earlier of (i) the District is annexed and dissolved, pursuant to the terms hereof, and its obligations are fully assumed by the City, at the City's sole election, or (ii) until this Agreement is terminated in writing by mutual agreement of the parties, or as otherwise provided herein or allowed by law.

10. **ASSIGNMENT**. The HOA shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If consent is granted, it shall then be the duty of the HOA, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of the HOA's rights in this Agreement.

11. **MISCELLANEOUS PROVISIONS.**

11.1 Laws Observance. The HOA shall not do, nor cause to be done, anything on or to the HOA Areas/Improvements during the term of this Agreement in violation of the laws of the United States, the State of Texas, or any of the ordinances of the City.

11.2 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

11.3 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, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.4 Notice. Any notices required or appropriate under this Agreement shall be given in writing to the HOA at the address shown below, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

11.5 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

11.6 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

11.7 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the Party for which he or she is acting.

11.8 Entire Agreement. This Agreement and the Consent Agreement, and any attached exhibits to those agreements, contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the HOA Areas/Improvements.

EXHIBIT O

EXECUTED to be effective as of the date of final signature below (the "Effective Date").

THE HOA:

_____

By: _____
Name: _____
Title: _____

Address for Notice:

_____
_____
_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2025 by _____, President of the _____, a Texas non-profit corporation on behalf of said corporation.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT O

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 the ____ day of _____, 2025, 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

EXHIBIT O

DEVELOPER:
CR 150 QOZB, LP, a Delaware limited partnership
By: CR 150 QOZB, GP, LLC, a Delaware limited liability company

By:_____
Name: Rajeev Puri
Its: Governing Person

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me the ____ day of _____, 2025, by Rajeev Puri, Governing Person of CR 150 QOZB, LLC, a Delaware limited liability company, Governing Person of CR 150 QOZB, LP, a Delaware limited partnership, on behalf of said partnership.

(*seal*)

_____
Notary Public, State of Texas

EXHIBIT O

DISTRICT:
SERENITY RANCH MUNICIPAL UTILITY DISTRICT

By: _____
Printed Name: _____
Title: Board President

ATTEST:

_____
Name: _____
Title: Board Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2025, by _____, President of Serenity Ranch Municipal Utility District, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

_____
Notary Public, State of _____

EXHIBIT P

Serenity Ranch MUD

Master Development Fee Calculation Form

EXAMPLE, FOR ILLUSTRATIVE PURPOSES ONLY

NET BOND REIMBURSEMENT AMOUNT = **$**_____

NET BOND REIMBURSEMENT AMOUNT x 8% = **$**_____

MASTER DEVELOPMENT FEE: **$**_____
(= 8% of Net Reimbursement Amount)

INSTALLMENT WORKSHEET

TOTAL DISTRICT BONDS SOLD: $_____

LESS ALLOWABLE DEDUCTIONS:

Surplus and Escrowed Funds $_____

Non-Construction Costs:

Legal and Financial Advisory Fees: $_____

Interest Costs:

Capitalized Interest $_____

Developer Interest $_____

Bond Discount $_____

Administrative and Organization $_____
(*including creation costs and operating advances*)

Bond Application, Market Study, $_____
and other bond issuance costs
(*based upon costs approved for reimbursement under applicable TCEQ rules, and an audit of developer reimbursable expenses performed at the time of each Bond issue*)

TCEQ Bond Issuance Fee $_____

Application, Review and Inspection Fees $_____

TOTAL ALLOWABLE DEDUCTIONS: $_____

NET MDF AFTER ALLOWABLE DEDUCTIONS: $_____

CITY PERCENTAGE: X 8%

TOTAL MDF: $_____

** ACTUAL AMOUNT TO BE BASED ON COSTS APPROVED FOR REIMBURSEMENT BY TCEQ AS AUDITED BY DISTRICT AUDITOR.

EXHIBIT "Q"
Partial Assignment of Receivable Agreement (form)

_____, a _____, _____, (the "Assignor") has entered into a Development Financing Agreement (the "Financing Agreement") with **Williamson County Municipal Utility District No. __** ("District") in connection with the design and construction of certain water, sewer, drainage, water quality, road and other facilities on the condition that the Assignor will be reimbursed in the future from the sale of bonds issued by the District for such purposes, subject to the terms and conditions of the Financing Agreement.

Assignor hereby assigns to the **City of Georgetown, Texas** ("Assignee") eight percent (8%) of the proceeds received from the District through the issuance of one or more series of Bonds by the District, as said amount is determined pursuant to **Exhibit "P** "attached to the 2026 Consent Agreement by and between the City the Assignor, and the District (the "Master Development Fee"), and shall continue to pay the Master Development Fee out of every Bond issuance by the District.

The District and the Assignor shall ensure that each payment of a Master Development Fee will be paid to the City in conjunction and simultaneously with the Assignor's reimbursement from the Bonds.

Assignor and Assignee agrees that this partial assignment of the Funds shall terminate at such time as the District is terminated. Assignor and Assignee shall file an executed termination of this Partial Assignment of Receivables with the District and in the Official Public Records of Williamson County, Texas at such time.

By execution of this instrument, Assignee hereby accepts such assignment and assumes all of Assignor's rights, title, and interests in and to the Master Development Fee, and instructs the District to pay the Master Development Fee to the Assignee rather than the Assignor.

Executed to be effective on the _____ day of _____, 2026.

(signatures follow)

ASSIGNOR:

By: _____,a _____, its _____

By: _____,a _____, its _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 2026, by _____, in his capacity as _____ of _____[*Developer*], on behalf of said _____.

(seal)

Notary Public Signature _____

Printed Name:_____

My Commission Expires:_____

Executed this the _____ day of _____, 2026.

ASSIGNEE:

CITY OF GEORGETOWN, TEXAS

By:_____

_____Mayor

ATTEST:

By:_____

_____City Secretary

The District hereby consents to the Partial Assignment of Receivables.

Executed this the _____ day of _____, 2026.

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __

By:_____

_____,Board President

ATTEST:

_____

Name:_____

Title: _____

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 20_, by _____, President of Williamson County Municipal Utility District No. __, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

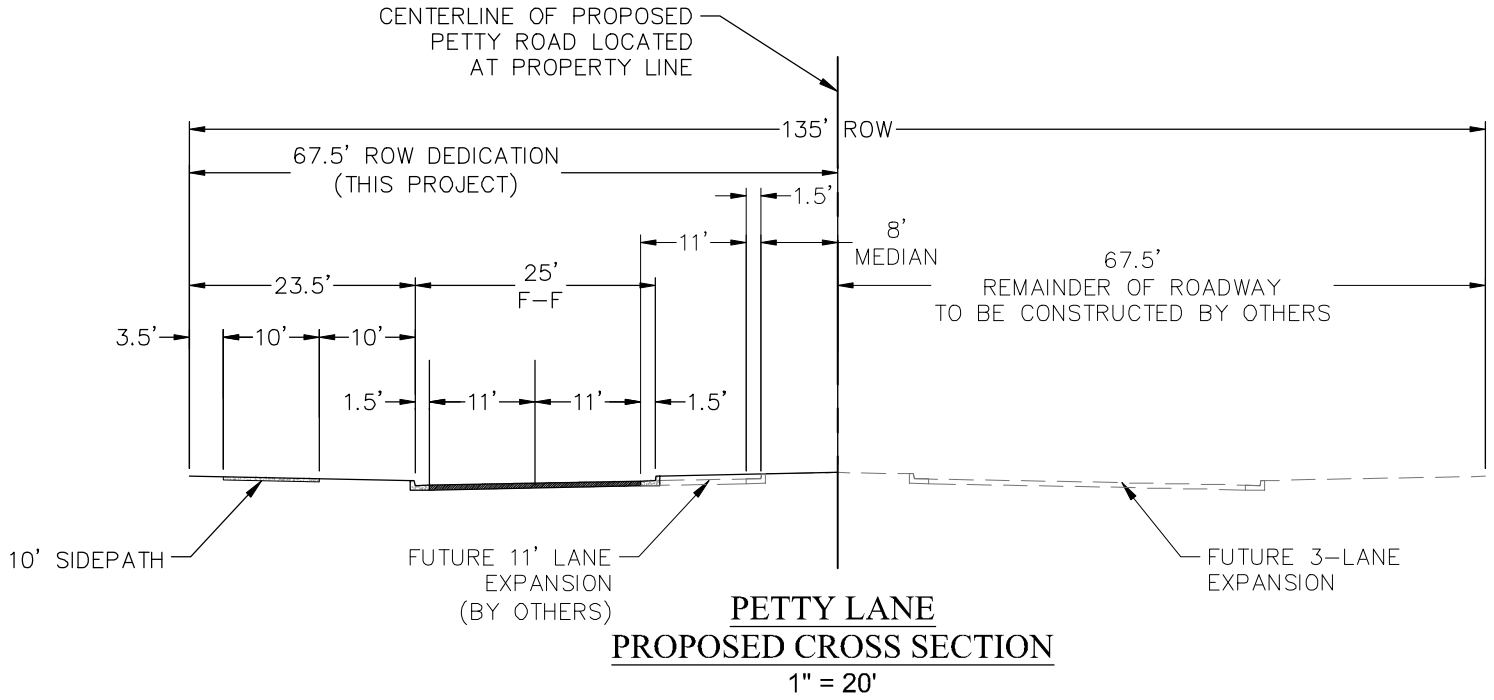
_____

Notary Public Signature

Printed Name:_____

My Commission Expires:_____

EXHIBIT “R”
Petty Lane Cross Section



PETTY LANE
PROPOSED CROSS SECTION
1" = 20'

JOB NO. 51421-00
DATE July 10, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

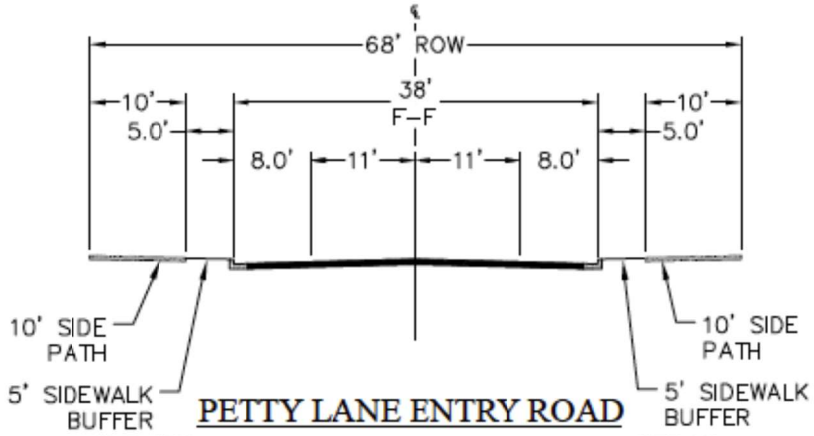
Petty Lane Cross Section

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

Date: Jul 10, 2025, 6:32am User ID: scrawford
File: H:\Projects\514\21\00\211 Conceptual\Exhibits\250623 - EXH-ROAD CROSS SECTIONS.dwg

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 "S"
Petty Lane Entry Road Cross Section



PETTY LANE ENTRY ROAD
2-LANE NEIGHBORHOOD/RESIDENTIAL
COLLECTOR PROPOSED CROSS SECTION
1" = 20'

JOB NO. 51421-00
DATE September 2, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

Petty Lane Entry Road Cross Section

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

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.

Sep 09, 2025, 8:31am User ID: WTuttle
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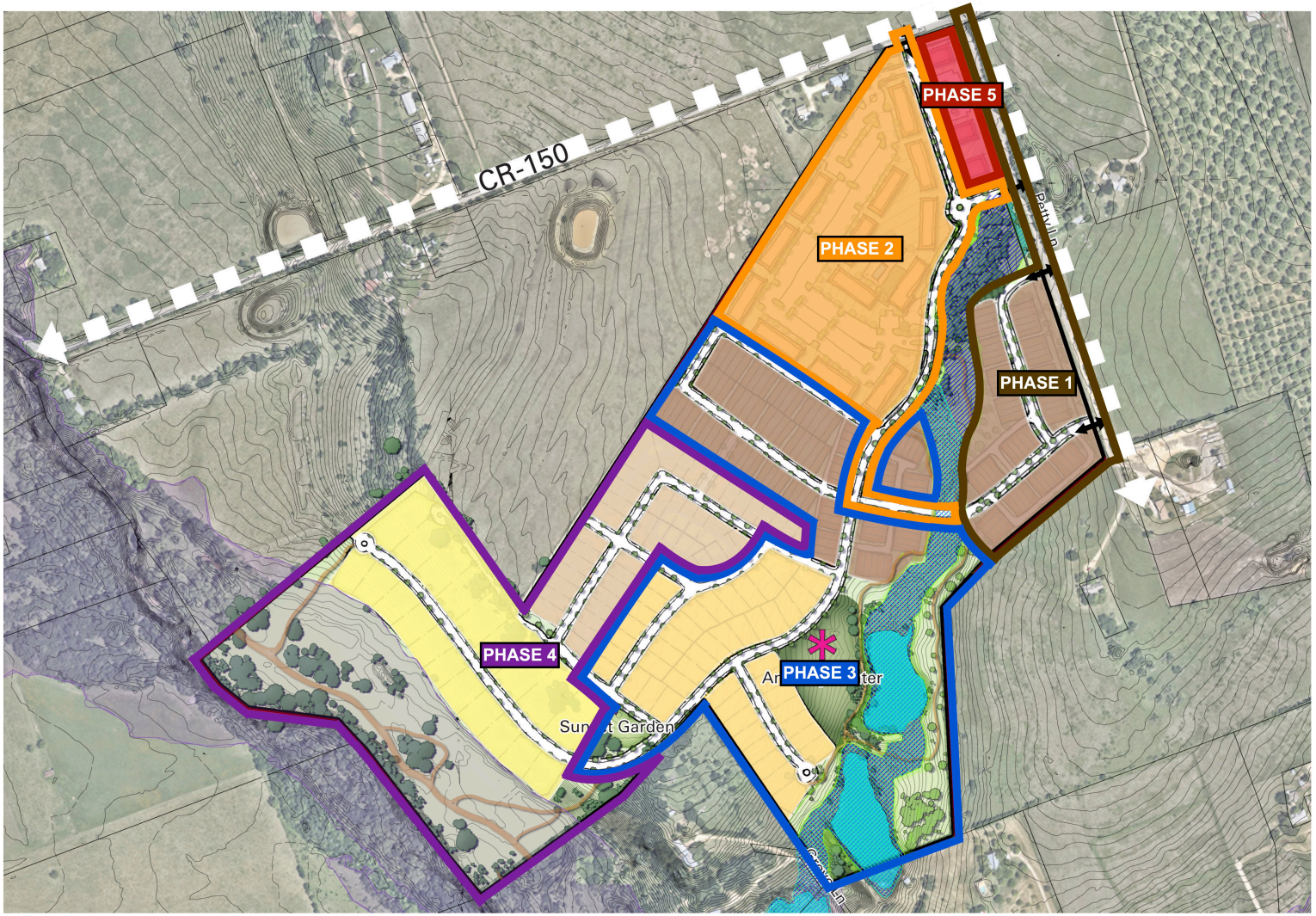
EXHIBIT "T"
Project Phasing Plan



Legend

PHASE 1

- High Density/Town Home Residential Development
  +/- 59 Units
- Petty Lane Improvements
- Petty Lane Entry Road Phase 1 Improvements
- County Road 150/Petty Lane Intersection Improvements

PHASE 2

- Multi-Family Residential Development
  +/- 300 Units
- County Road 150 Phase 2 Improvements
- Petty Lane Entry Road Phase 2 Improvements
- County Road 150 Driveway Improvements

PHASE 3

- High Density/Town Home Residential Development
  +/- 101 Units
- Medium Density Residential Development
  +/- 46 Lots
- Amenity Center Attributes
  Multi-Sport Court
- Private Parkland with Public Access Attributes
  Sunset Garden and Trails

PHASE 4

- Medium Density Residential Development
  +/- 45 Lots
- Low Density Residential Development
  +/- 20 Lots
- Amenity Center Attributes
  Swimming Pool and Restrooms
- Private Parkland with Public Access Attributes
  Trails

PHASE 5

- Commercial Development
  +/-30,000 RSF

TBG

Serenity Ranch

Project Phasing Plan

Georgetown, Texas
Sep 2025

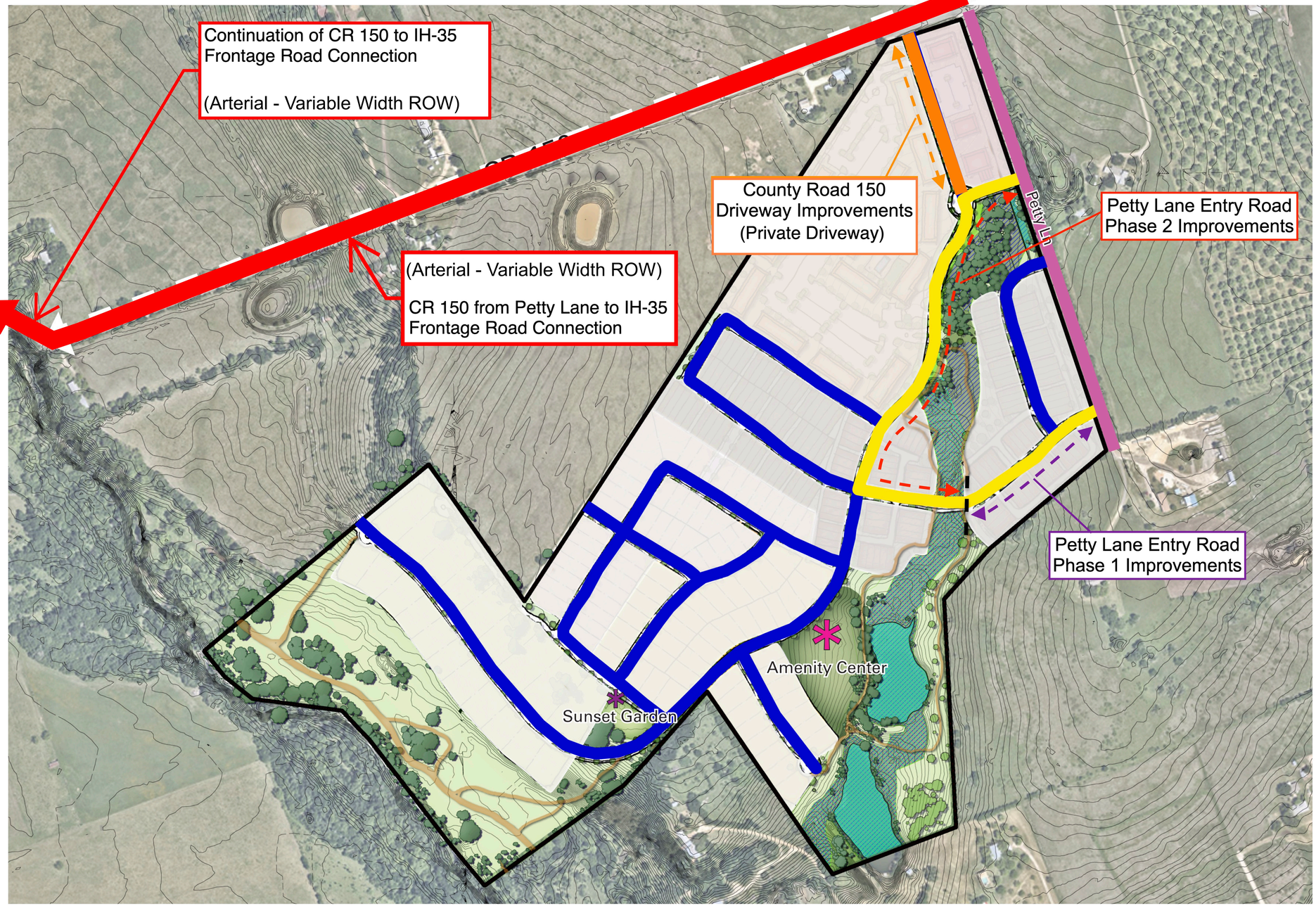
TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.

0 100' 200' 400'

EXHIBIT "U"
Roadway Classification Plan



Legend

- Major Arterial - 67.5' ROW Dedication from CL of Petty Ln
- Neighborhood Collector - 68' ROW
- Local Street - 50' ROW
- Private Driveway
- Arterial - Variable Width ROW
  CR 150 from IH-35 Frontage
  Road to Petty Lane

TBG

Serenity Ranch

Roadway Classification Plan

Georgetown, Texas
Sep 2025

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.

0 100' 200' 400'

EXHIBIT W

HOA Wall and Fencing Standards

- Any fence that faces a street shall be constructed so that the front side of the fencing faces the street.
- Wood fences that face a street shall have a cap and be stained.
- All fences on lots abutting, or adjacent to any greenbelt or critical environmental feature shall be of wrought iron, along the rear property line and along the side property lines (from the rear property line to the back of the house).
- All wrought iron fences shall be 6 feet in height with pickets no greater than 4 inches apart and painted bronze or black.
- A minimum 6-foot-tall masonry wall shall be provided between any residential Lot and a Neighborhood/Residential Collector lever road or higher when the residential Lot backs up to such a roadway.
- Masonry columns and/or wall offsets or articulations shall be provided every 125 feet.
- Wrought iron fence segments may be incorporated along the wall to provide variety and view windows into open space and open-ended cul de sacs.
- Alternative fencing type shall be allowed for any areas designated for wrought iron fence on **Exhibit C.** Wood elements must be a consistent stain color. Fence must match the height of any adjoining lot privacy fence. Alternative fence type shall match the image below:
- Ownership and maintenance of the Walls and Fencing shall be the responsibility of the HOA.

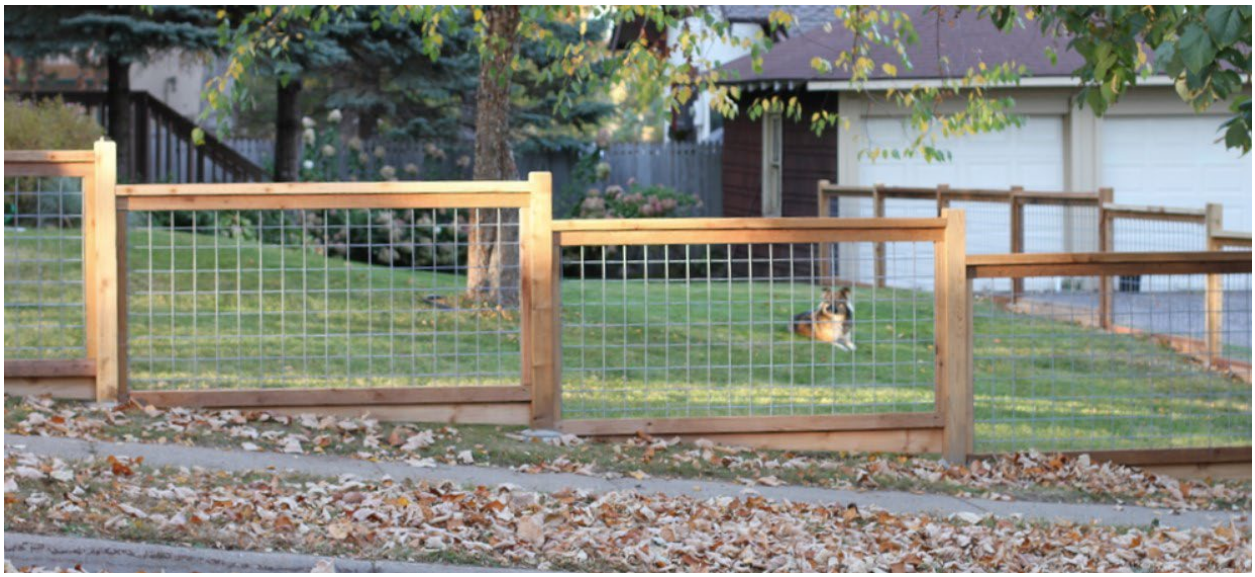


EXHIBIT X
Post Annexation Surcharge Formula

The following calculation is intended to allow the City to collect sufficient funds for payment of the debt service remaining on the District's Bonds at the time of annexation, as authorized by Section 54.016(h), Texas Water Code. After annexation, the water and wastewater rates charged to customers receiving water and sewer services at properties that were within the territorial boundary of the District at the time of annexation may vary from the water and wastewater rates charged to customers receiving services at other properties within the City in order to compensate the City for the assumption of the debt on the District's Bonds. These water and wastewater rates will be reflected as a post annexation surcharge on the customers' monthly utility bills and will be stated as a percentage of the water and sewer rates of the City. The amount of the post-annexation surcharge and the percentage of the City's water and wastewater rates will vary as the City's rates are amended, but in no event will the rates of customers charged the post annexation surcharge exceed 125% of the water and wastewater rates charged to other customers within the City who are not otherwise subject to a post-annexation surcharge.

FORMULA FOR SURCHARGE CALCULATION:

1. $A = \frac{P \times I}{1 - [(1 + I)-n]}$

2. $S = \frac{A}{12 \times ESCFs}$

Where:

A =	total annual post annexation surcharge
P =	principal outstanding on the District's Bonds, less any reduction provided for by Note 1, below
I =	average annual effective interest rate on the District's outstanding Bonds
n =	years remaining in debt retirement period
ESFCs =	total number of equivalent single family customer connections within the territorial boundary of the District
S =	monthly post annexation surcharge per equivalent single family connection, but in no event will S exceed 125% of the water and sewer rates charged to other customers within the City

Note 1: P will be reduced by the amount of District funds transferred to the City at the time of annexation or received by the City after annexation, including any debt service taxes paid to the City for the year of annexation as provided in this Agreement.

Note 2: For purposes of illustration, the following are examples of the application of the formula set forth above and the calculation of the post annexation surcharge under this Exhibit based on certain assumptions:

EXHIBIT X
Post Annexation Surcharge Formula

Example 1:
Principal Remaining: $3,000,000
Interest Rate: 4.5 %
Remaining Term of bonds: 15 years
Equivalent Single Family Connections: 1,183
Monthly Surcharge: $19.68

Example 2:
Principal Remaining: $5,000,000
Interest Rate: 6.25 %
Remaining Term of bonds: 15 years
Equivalent Single Family Connections: 2,500
Monthly Surcharge: $17.44

Example 3:
Principal Remaining: $1,000,000
Interest Rate: 6.25 %
Remaining Term of bonds: 5 years
Equivalent Single Family Connections: 3,168
Monthly Surcharge: $6.29

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
Resolution Finding of Public Convenience and Necessity and Authorizing Eminent Domain Proceedings - New Water Line Extension from Braun Elevated Storage Tank to Ronald Reagan Blvd

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution of Public Convenience and Necessity pursuant to Government Code Section 2206.053, finding that portions of properties located at the NW corner of the intersection of Kauffman Loop at Highway 29 W., Williamson County, TX, currently owned by K29 1941 Investments, LP, Duncan Lee Forest, and Middlebrook, Ltd. are necessary for the New Water Line Extension Project - from the Braun Elevated Storage Tank to Ronald Reagan Blvd., and authorizing eminent domain proceedings for the acquisition of water line easements and temporary construction easements, or any lesser interest from said property -- Scott Mikel, Real Estate Services Coordinator

ITEM SUMMARY:
City Staff is in the process of negotiating the acquisition of the necessary water line easements and temporary construction easements across a portion of properties along the Project limits, as part of the planned improvements to the New Water Line Extension Project - from Braun Elevated Storage Tank to Ronald Regan Blvd. The owners impacted by this Project have not agreed to the City's acquisition offers. Final Offers have been sent, or will be sent, to the property owners in an attempt to settle the water line easements and temporary construction easements acquisitions. However, if negotiations continue to 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 acquisitions of the necessary water line easements and temporary construction easements. City Staff will continue working with the impacted property owners, attempting to reach acquisition settlements, up to the time condemnation actions are filed. A resolution finding public convenience and necessity ("PCN Resolution") authorizing the acquisitions 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 properties.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Scott Mikel, City Attorney's Office/ Real Estate

ATTACHMENTS:
2026.11.10_Council_PPPt_Braun EST to RR Waterline Easement - PCN (final).pdf
2026.11.10_Braun EST to Ronald Reagan Waterline - PCN Resolution (final).pdf

New Water Line Extension - Braun Elevated Storage Tank (EST) to Ronald Reagan Blvd. - Easements Acquisition

City Council Legislative Session

Public Convenience and Necessity Resolution

-Eminent Domain Authorization-

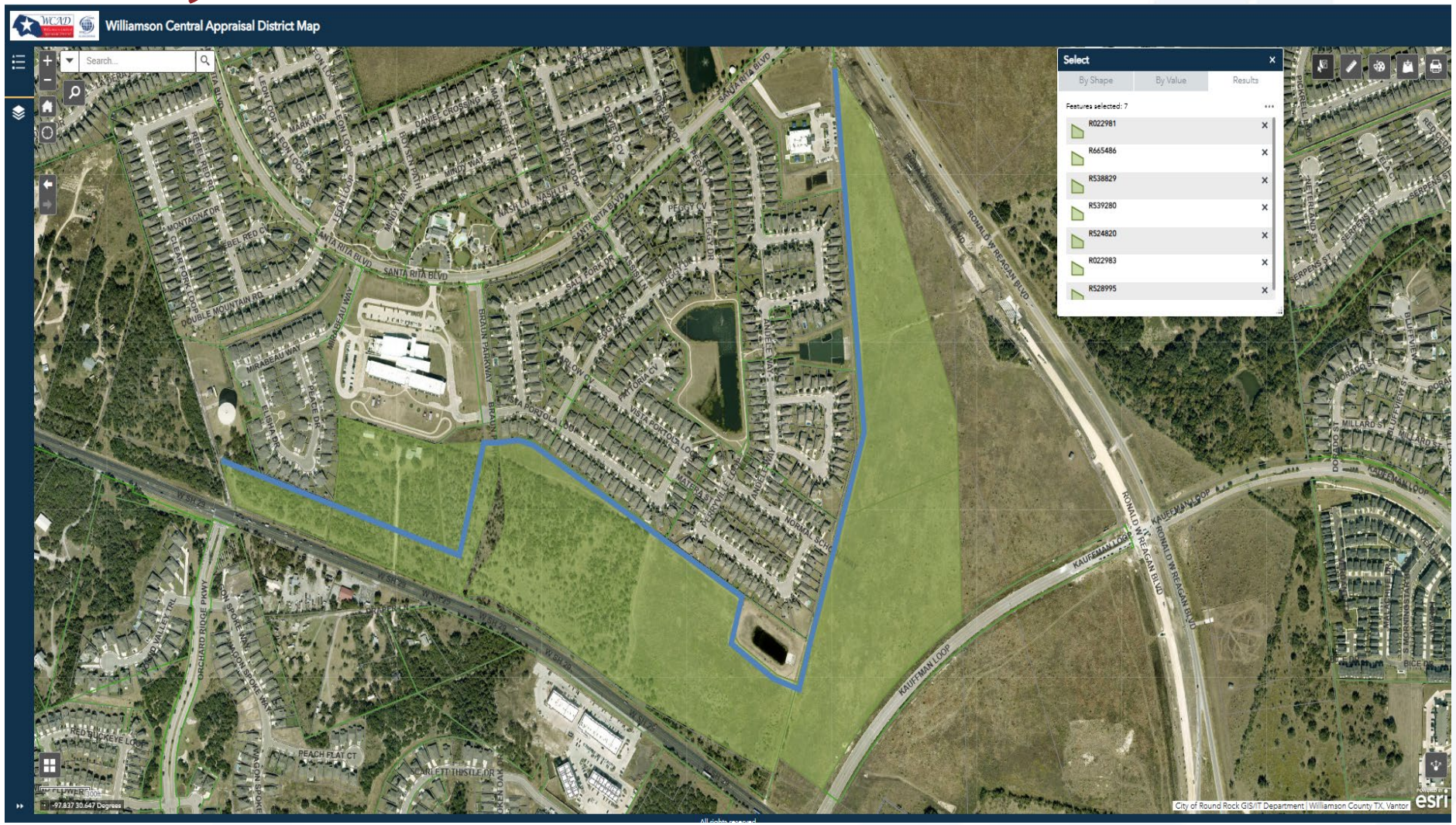
City of Georgetown, Texas

November 10, 2026

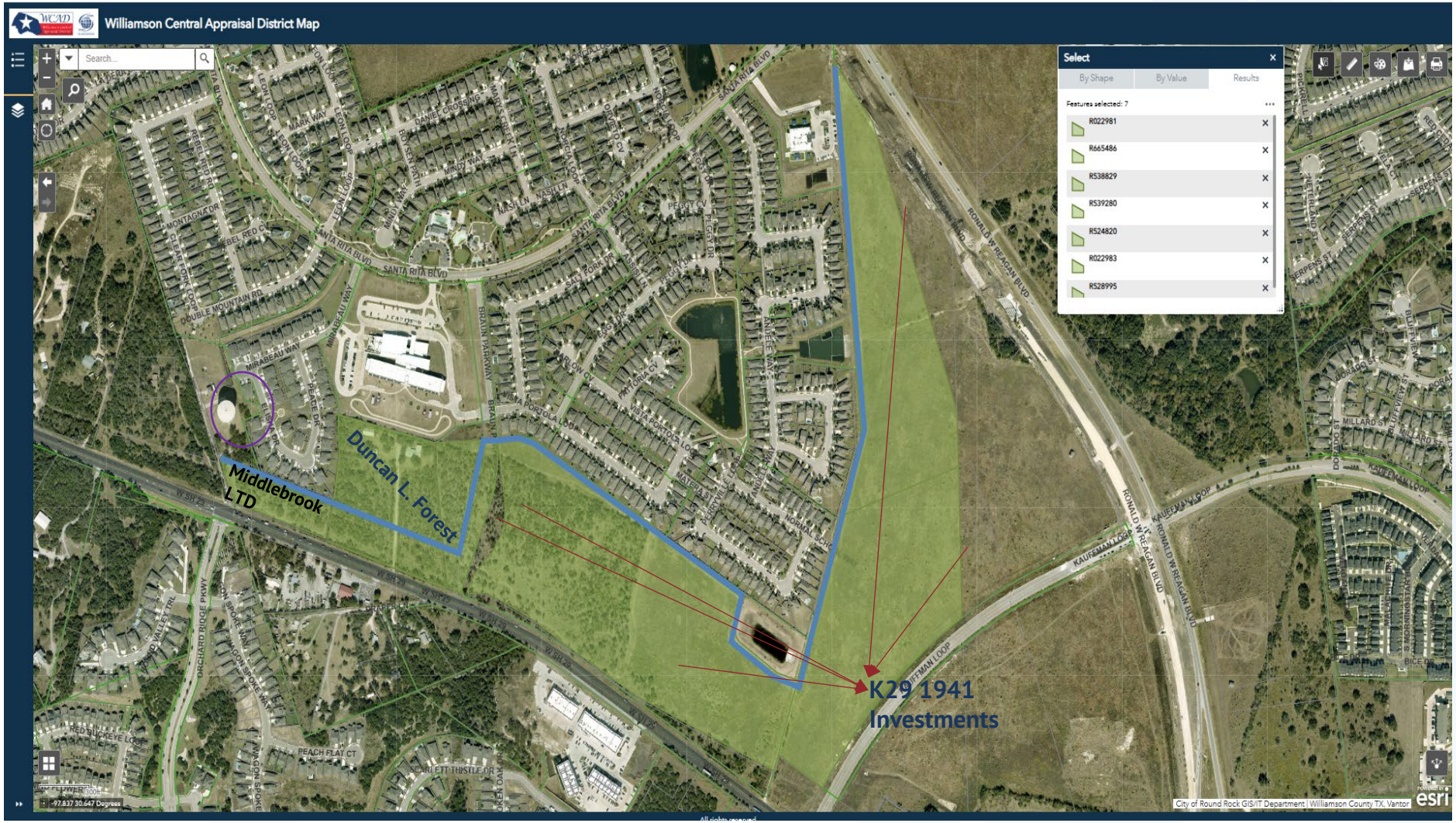
Overview – New Water Line Extension - Braun EST to Ronald Reagen Blvd. Project

Provide a water line connecting Braun EST to a 24” water line at Ronald Reagan Blvd. and Santa Rita Blvd. to reduce pressure in water line constrained by 12” line segment along Santa Rita Blvd.

Project Location and Limits



Impacted Parcels



Previous Council Action – Water Line Easements and Temporary Construction Easements Acquisition Status

- Initial Offers, based on appraisal values, for new water line easements and temporary construction easements, approved by City Council June 23, 2026
- Initial Offers sent to all property owners, a Final Offer was sent to one impacted property owner, and Final Offers are pending for the remaining property owners
- No water line easements or temporary construction easements acquisition agreements have been reached with property owners
- Project construction timeline is fast approaching, and we need to advance possession of the required water line easements and temporary construction easements for timely completion of Project construction.

Texas Property Code Chapter 21

If Condemnation necessary, must follow steps in statute:

1. Initial offer with appraisal report
2. If rejected or no response received to Initial Offer
   - Send Final Offer
3. If Final Offer rejected or no response is received
   - Request City Council authorization to use eminent domain
4. File Petition for Condemnation
5. Special Commissioners Hearing
   - Compensation, or "Award", determined
   - Possession of new drainage easement upon deposit of Award amount by City
6. If either party objects, civil trial over value will follow

Today's Action

- Adopt a Resolution finding that acquisition of a new Water Line Easement and Temporary Construction Easement is necessary for the New Water Line Extension – Braun EST to Ronald Reagan Blvd. Project, as Public Convenience and Necessity.

- Authorization of the use of eminent domain for the acquisition of the necessary property rights for this Project.

- Specific Motion language is required by Texas Government Code Chapter 2206

- Vote must be a record vote

Motion:

Language pursuant to Government Code Ch. 2206

- “I move that the City Council of the City of Georgetown Texas, by adopting the proposed Resolution, authorizes the use of the power of eminent domain to acquire easement rights across portions of properties for a new water line extension Project from the Braun Elevated Storage Tank to a connection point on Ronald Reagan Blvd; such portions of properties being more fully described in Exhibit “A” of the proposed Resolution for this Agenda Item.
- I further move that the first record vote applies to all units of property to be condemned."

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, FINDING PUBLIC CONVENIENCE AND NECESSITY FOR THE NEW WATER LINE EXTENSION PROJECT – FROM THE BRAUN ELEVATED STORAGE TANK (EST) TO A CONNECTION POINT AT RONALD REAGAN BLVD.; AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR THE ACQUISITION OF EASEMENTS RIGHTS NECESSARY FOR THE PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in order to facilitate the safe and efficient supply of water to customers of the Georgetown Water Utility, to preserve the financial investment of the City of Georgetown (the "City") in its utility infrastructure, and to protect the safety of the public, the City hereby finds that public convenience and necessity requires the acquisition of permanent water line easement and temporary construction easement interests on, over, under, and across, all or a portion of the following properties (collectively, the "Properties") for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the New Water Line Extension Project – from the Braun Elevated Water Storage Tank to Ronald Reagan Blvd., in Williamson County, Texas (hereinafter the "Project"), such Properties being more particularly described as follows:

Parcel 1E. A 1.489 - acre portion of tracts of land for permanent water line easement and a 1.496 - acre portion of tracts of land for temporary construction easement, owned by K29 1941 Investments, LP., as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel 2E. A 1.102 - acre portion of tracts of land for permanent water line easement and a 1.085 - acre portion of tracts of land for temporary construction easement, owned by K29 1941 Investments, LP., as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel 4E. A 0.395 - acre portion of tracts of land for permanent water line easement and a 0.339 - acre portion of tracts of land for temporary construction easement, owned by K29 1941 Investments, LP., as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel 6E. A 0.3174 - acre portion of tracts of land for permanent water line easement and a 0.3201 - acre portion of tracts of land for temporary construction easement, owned by Duncan Lee Forest, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel 7E. A 0.2911 - acre portion of tracts of land for permanent water line easement and a 0.3093 - acre portion of tracts of land for temporary construction

easement, owned by Middlebrook Ltd, 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 easements across the Properties are necessary or convenient for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the hereinafter described Project in Williamson County, Texas, including water line improvements, utility improvements, access drives, public utility infrastructure improvements, and/or other public uses and purposes related thereto as permitted by law, and it is necessary to acquire permanent water line easement and temporary construction easement rights in, over, under, and across the Properties, or a portion thereof. The City finds and determines that condemnation of the Properties, 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 lay out the Project and acquire the necessary easement rights upon, over, under and across the Properties for the purpose of construction, reconstruction, operation, and maintenance of water line infrastructure improvements, and appurtenances thereto, and for the use of any excavated materials from the Properties 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 Properties for the Project;

WHEREAS, in order to acquire the necessary easements, it will be or has been necessary for the City's employees, agents, and/or representatives, to enter upon the Properties for the purposes of surveying and establishing said land titles and to determine adequate compensation for, to conduct tests, and to negotiate with the owners thereof for the purchase of the easement interests; and,

WHEREAS, it is necessary to set out procedures for the establishment and approval of just compensation for easements to be acquired for the Project;

Now, THEREFORE, be it RESOLVED by the City Council of the City of Georgetown, Texas:

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of permanent water line easement and temporary construction easement interests in, over, under and across the Properties for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the Project in Williamson County, Texas, including water line improvements, and/or other public uses and purposes as permitted by law.

2. That the City's employees, agents, and/or representatives are hereby authorized to:

a. Lay out the exact location of the easements needed from the Properties;

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 easement interests, 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 easement rights on, over, under and across the Properties, 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 Properties to obtain the necessary easement rights for the Properties in the event the owner(s) fail(s) to accept a bona fide offer to purchase the easement interests; and

g. Take whatever further actions are deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

3. That 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 Properties are hereby authorized, ratified, approved, confirmed, and validated.

IT IS THEREFORE ORDERED that the initiation of condemnation proceedings for any easements necessary for the Project on, over, under, and across, the Properties is adopted and authorized by a single order for all of the Properties, and this first vote by the City applies to all of the Properties identified.

IT IS FURTHER ORDERED that the City Attorney is hereby authorized to proceed to condemnation on the easements for the Project, 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 Properties, proceedings in condemnation to acquire in the name of and on behalf of the City, easement interests in, over, across, under and through the Properties, or such lesser interests as determined necessary, save and except oil, gas, and sulfur, as provided by law.

4. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Georgetown. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Georgetown this ____ day of _____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

By:_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT_____
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.489 ACRE (64,855 SQUARE FEET), TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 136.852 ACRE TRACT OF LAND DESCRIBED IN A DEED TO K29 1941 INVESTMENTS, LP, DATED NOVEMBER 11, 2021, RECORDED IN DOCUMENT NO. 2021170466, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.T.), SAID 1.489 ACRE (64,855 SQUARE FEET) TRACT OF LAND SURVEYED BY MICHAEL A. CROFTCHECK, R.P.L.S., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,206,214.16, E=3,081,634.35), said point being in the easterly boundary line of the remainder of Lot 1C, as shown on Replat of Lot 1, Braun Commercial, a subdivision of record in Document No. 2015003274, O.P.R.W.C.T., same line being the westerly boundary line of said 136.852 acre tract, for the **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with yellow cap stamped “RJ SURVEYING” found, being the southeasterly corner of Lot 51, Block B, as shown on Santa Rita Ranch South Section 13, a subdivision of record in Document No. 2017112162, O.P.R.W.C.T., same being the northeasterly corner of that called 2.71 acre tract of land described in a General Warranty Deed to Williamson County Municipal Utility District No. 19, recorded in Document No. 2022110266, O.P.R.W.C.T. bears, North 15°40’01” East, at a distance of 247.93 feet;

THENCE, departing said easterly boundary line of the remainder of Lot 1C, through the interior of said 136.852 acre tract, the following ten (10) courses:

1) **North 60°51'15" East,** for a distance of **42.09** feet to a calculated point in the easterly line of a 20 foot wide Utility Easement to Pedernales Electric Cooperative, Inc. (PEC) recorded in Document No. 2010009115, O.P.R.W.C.T.;

2) **North 15°22'06" East**, with said easterly PEC Easement Line, for a distance of **1,332.90** feet to a calculated point;

3) **North 07°07'54" West**, departing said easterly PEC Easement Line, for a distance of **5.76** feet to a calculated point;

4) **North 51°51'08" West,** for a distance of **35.24** feet to a calculated point in the easterly line of a 10 foot wide Easement and Right of Way to GTE Southwest Incorporated (GTE) recorded in Volume 2565, Page 505, of the Official Records of Williamson County, Texas;

5) **North 06°02'41" West,** with said easterly GTE Easement Line, for a distance of **239.80** feet to a calculated point;

6) **North 38°25'52" East,** departing said easterly GTE Easement Line, for a distance of **29.26** feet to a calculated point;

7) **North 06°04'19" West,** for a distance of **387.77** feet to a calculated point;

8) **North 50°30'56" West,** for a distance of **29.00** feet to a calculated point in said easterly GTE Easement Line;

9) **North 06°02'41" West,** with said easterly GTE Easement Line, for a distance of **1,118.98** feet to a calculated point;

10) **North 51°57'18" East,** departing said easterly GTE Easement Line, for a distance of **12.23** feet to a calculated point in the westerly line of a Waterline Easement to the City of Georgetown (COG) recorded in Document No. 2024048299, O.P.R.W.C.T., for the most northerly corner of the herein described parcel, and from which a an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" found being a point of intersection on the existing westerly ROW line of Ronald W. Reagan Boulevard (variable ROW width), and the easterly boundary line of the remainder of Lot 1 as shown on Final Plat of Santa Rita South Commercial a Replat of Braun Commercial, Lot 1A, a subdivision of record in Document No. 2019114872, O.P.R.W.C.T., bears North 30°03'59" West, at a distance of 191.51' feet;

11) **THENCE, South 36°47'59" East,** continuing through the interior of said 136.852 acre tract, with said westerly COG Easement Line, for a distance of **20.00** feet to a calculated point;

THENCE, departing said westerly COG Easement Line, and continuing through the interior of said 136.852 acre tract, the following eleven (11) courses:

12) **South 51°57'18" West,** for a distance of **0.71** feet to a calculated point;

13) **South 06°02'41" East,** for a distance of **1,099.72** feet to a calculated point;

14) **South 50°30'56" East,** for a distance of **28.99** feet to a calculated point;

15) **South 06°04'19" East,** for a distance of **404.13** feet to a calculated point;

16) **South 38°25'52" West**, for a distance of **29.26** feet to a calculated point;

17) **South 06°02'42" East,** for a distance of **223.18** feet to a calculated point;

18) **South 51°51'08" East,** for a distance of **35.01** feet to a calculated point;

19) **South 08°56'57" East,** for a distance of **16.70** feet to a calculated point;

20) **South 15°22'06" West,** for a distance of **1,346.64** feet to a calculated point, for the southeasterly corner of the herein described parcel;

21) **South 60°51'15" West,** for a distance of **57.76** feet to a calculated point;

22) **South 72°06'15" West,** for a distance of **10.71** feet to a calculated point, being in the common boundary line of said remainder of Lot 1C, and said 136.852 acre tract, for the southwesterly corner of the herein described parcel, and from which an iron rod with destroyed yellow cap found in said common boundary line of the remainder of Lot 1C, and the 136.852 acre tract, bears South 15°40'01" West, at a distance of 437.88 feet;

23) **THENCE, North 15°40'01" East,** with said common boundary line of the remainder of Lot 1C and the 136.852 acre tract, for a distance of **25.25** feet to the **POINT OF BEGINNING**, containing 1.489 acres, (64,855 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey feet. All distances shown hereon are surface values represented in U.S. Survey feet based on a surface-to-grid combined adjustment factor of 0.99985222.

The foregoing property description is accompanied by a separate parcel plat.

The use of the word “certify” or “certification” on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and was determined by a survey made on the ground during the months of August 2025 through November 2025, by me or under my direct supervision and represents the facts found at the time of the survey.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Rodriguez Transportation Group



06/02/2026

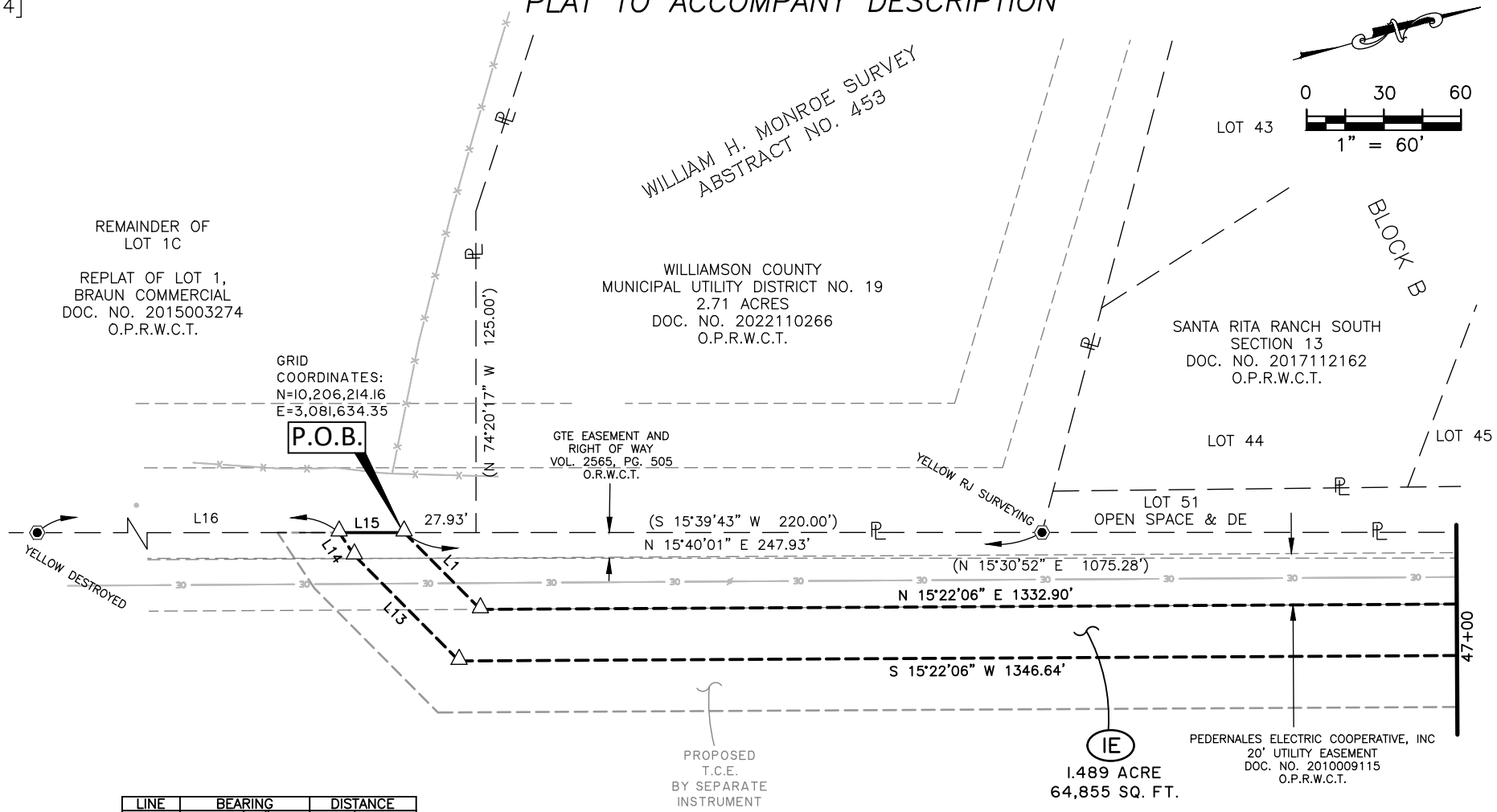
Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
221 Texas Ave, Ste B
Round Rock, Texas 78664
Phone 512-231-9544
TBPELS Firm Reg. #10194918

[IT4]S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 1E-K29 1941 INVESTMENTS LP\1E-K29 INVESTMENTS 1941 LP.docx

EXHIBIT ___

[IT4]

PLAT TO ACCOMPANY DESCRIPTION



LINE	BEARING	DISTANCE
L1	N 60°51'15" E	42.09'
L13	S 60°51'15" W	57.76'
L14	S 72°06'15" W	10.71'
L15	N 15°40'01" E	25.25'
L16	S 15°40'01" W	437.88'

K29 1941 INVESTMENTS, LP
136.852 ACRES
DOC. NO. 2021170466
O.P.R.W.C.T.

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

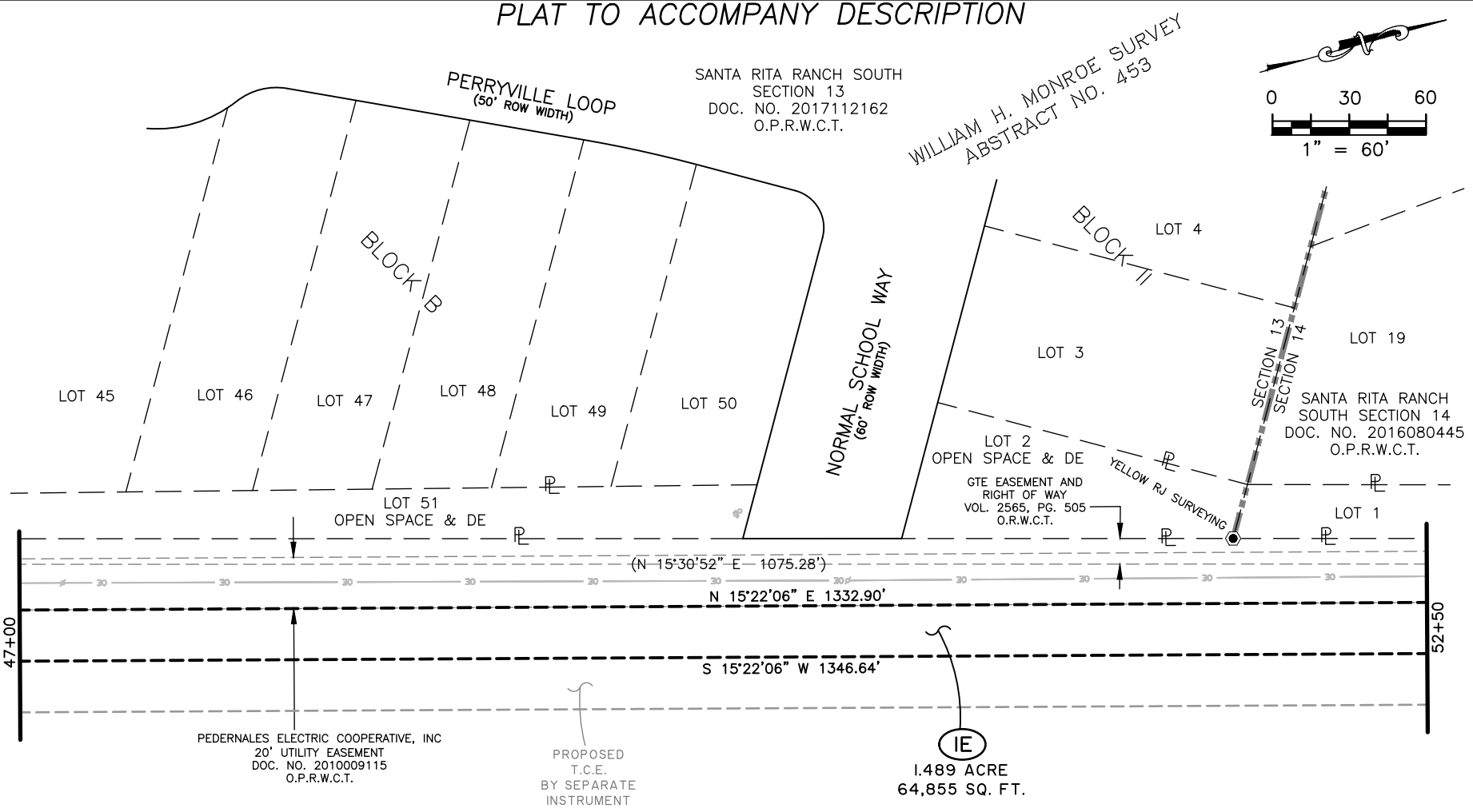
PARCEL IE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL IE-K29 1941 INVESTMENTS LP\PARCEL IE-K29 1941 INVESTMENTS LP-SH4.dwg

EXHIBIT ___

[IT5]

PLAT TO ACCOMPANY DESCRIPTION



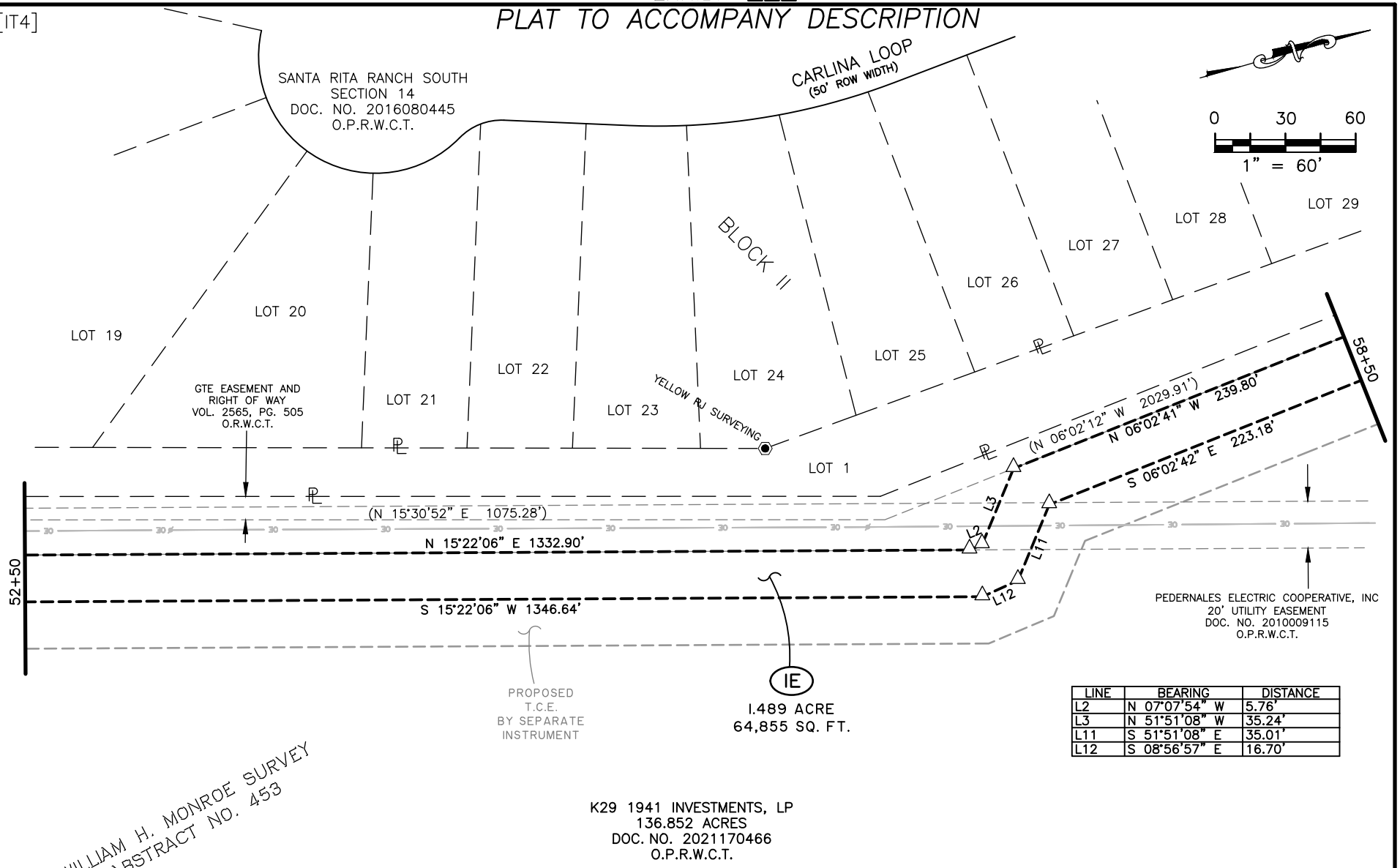
K29 1941 INVESTMENTS, LP
136.852 ACRES
DOC. NO. 2021170466
O.P.R.W.C.T.

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL IE
	PROJECT BRAUN WATERLINE	COUNTY WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL IE-K29 1941 INVESTMENTS LP\PARCEL IE-K29 1941 INVESTMENTS LP-SH5.dwg

[IT4]

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION



LINE	BEARING	DISTANCE
L2	N 07°07'54" W	5.76'
L3	N 51°51'08" W	35.24'
L11	S 51°51'08" E	35.01'
L12	S 08°56'57" E	16.70'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

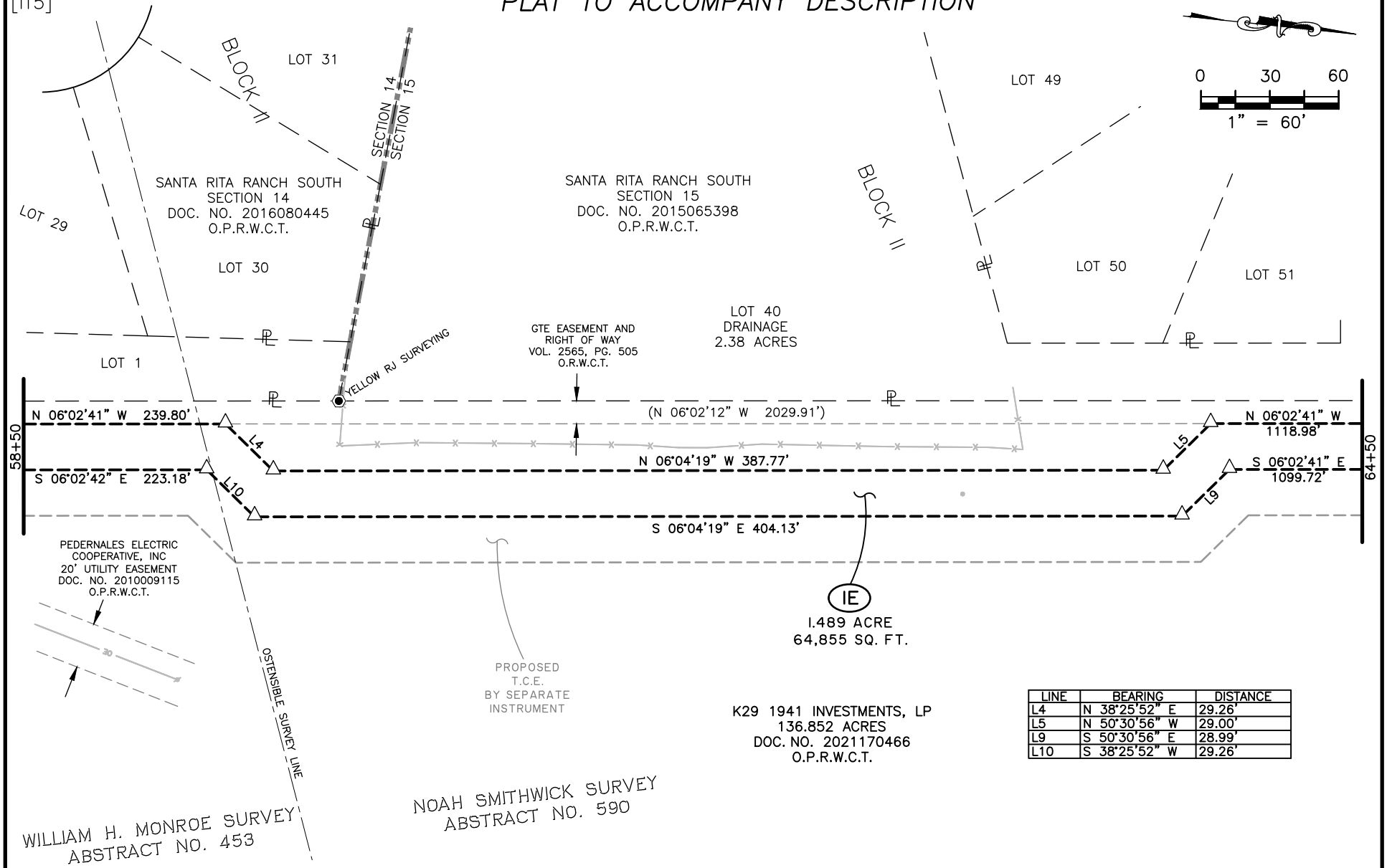
PARCEL IE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL IE-K29 1941 INVESTMENTS LP\PARCEL IE-K29 1941 INVESTMENTS LP-SH6.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT5]



LINE	BEARING	DISTANCE
L4	N 38°25'52" E	29.26'
L5	N 50°30'56" W	29.00'
L9	S 50°30'56" E	28.99'
L10	S 38°25'52" W	29.26'

RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

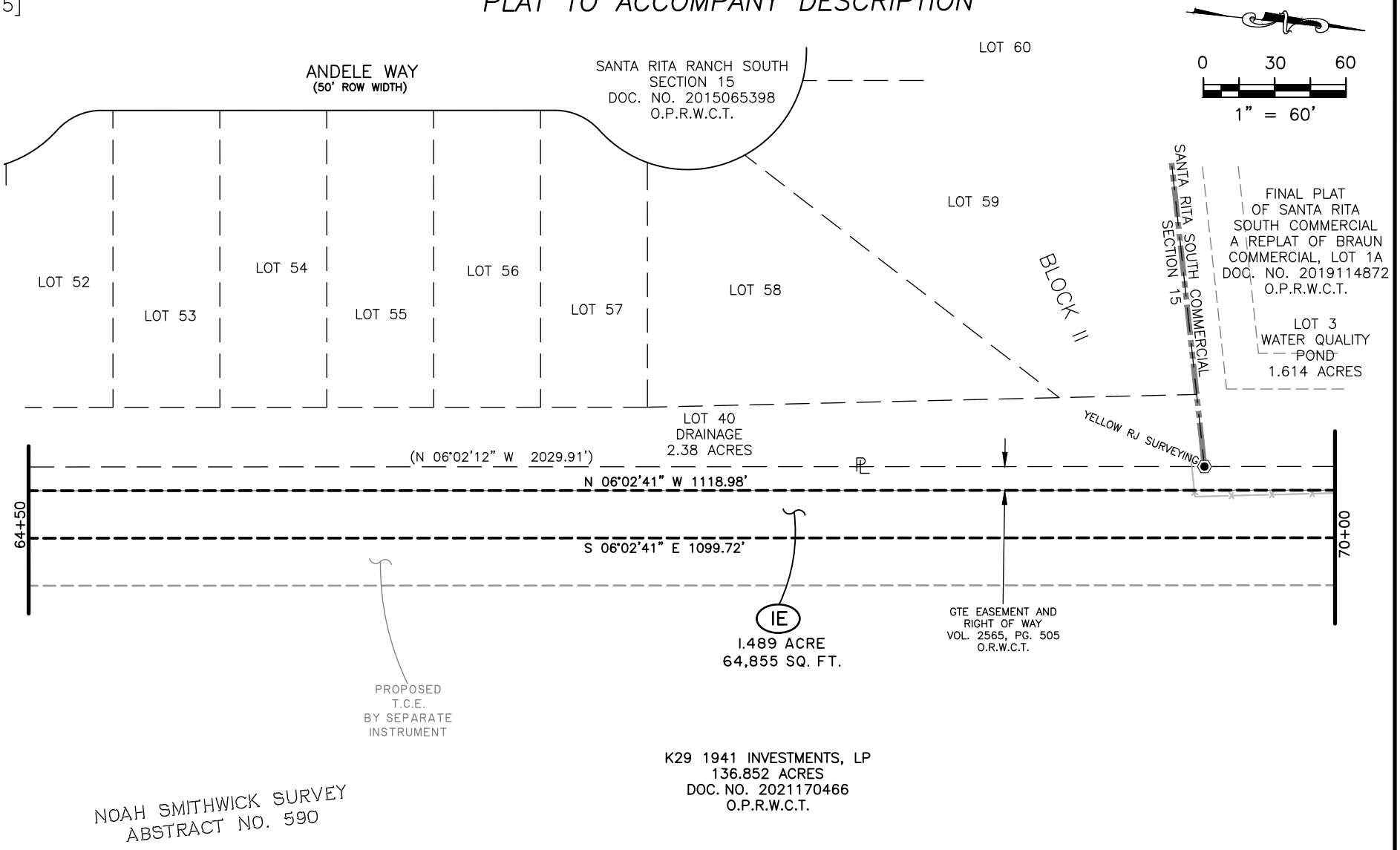
PARCEL IE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL IE-K29 1941 INVESTMENTS LP\PARCEL IE-K29 1941 INVESTMENTS LP-SH7.dwg

EXHIBIT ___

[IT5]

PLAT TO ACCOMPANY DESCRIPTION



RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL IE
	PROJECT BRAUN WATERLINE	COUNTY WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL IE-K29 1941 INVESTMENTS LP\PARCEL IE-K29 1941 INVESTMENTS LP-SH8.dwg

[IT4]

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
(C1)	4°01'23"	8148.00'	572.12'	N 37°24'12" W	572.00'

0 30 60

1" = 60'

FINAL PLAT OF SANTA RITA SOUTH COMMERCIAL
A REPLAT OF BRAUN COMMERCIAL, LOT 1A
DOC. NO. 2019114872
O.P.R.W.C.T.

LOT 3
WATER QUALITY POND
1.614 ACRES

15' WASTEWATER EASEMENT
DOC. NO. 2015003274
O.P.R.W.C.T.

RED CBD-SETSTONE

LOT 2
COMMERCIAL
2.687 ACRES

(N 06°02'12" W 2029.91')

N 06°02'41" W 1118.98'

S 06°02'41" E 1099.72'

70+00

74+00

GTE EASEMENT AND
RIGHT OF WAY
VOL. 2565, PG. 505
O.R.W.C.T.

PROPOSED
T.C.E.
BY SEPARATE
INSTRUMENT.

IE

1.489 ACRE
64,855 SQ. FT.

WATERLINE EASEMENT
DOC. NO. 2024048299
O.P.R.W.C.T.

EXISTING R.O.W. LINE

(C1) RONALD W. REAGAN BOULEVARD
(VARIABLE ROW WIDTH)
(DOC. NO. 2024022407)
(DOC. NO. 2003048638)
(DOC. NO. 2004330000)

OSTENSIBLE SURVEY LINE

5/8" SPINNER

K29 1941 INVESTMENTS, LP
136.852 ACRES
DOC. NO. 2021170466
O.P.R.W.C.T.

NOAH SMITHWICK SURVEY
ABSTRACT NO. 590

GREENLEAF FISK SURVEY
ABSTRACT NO. 5

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL IE

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

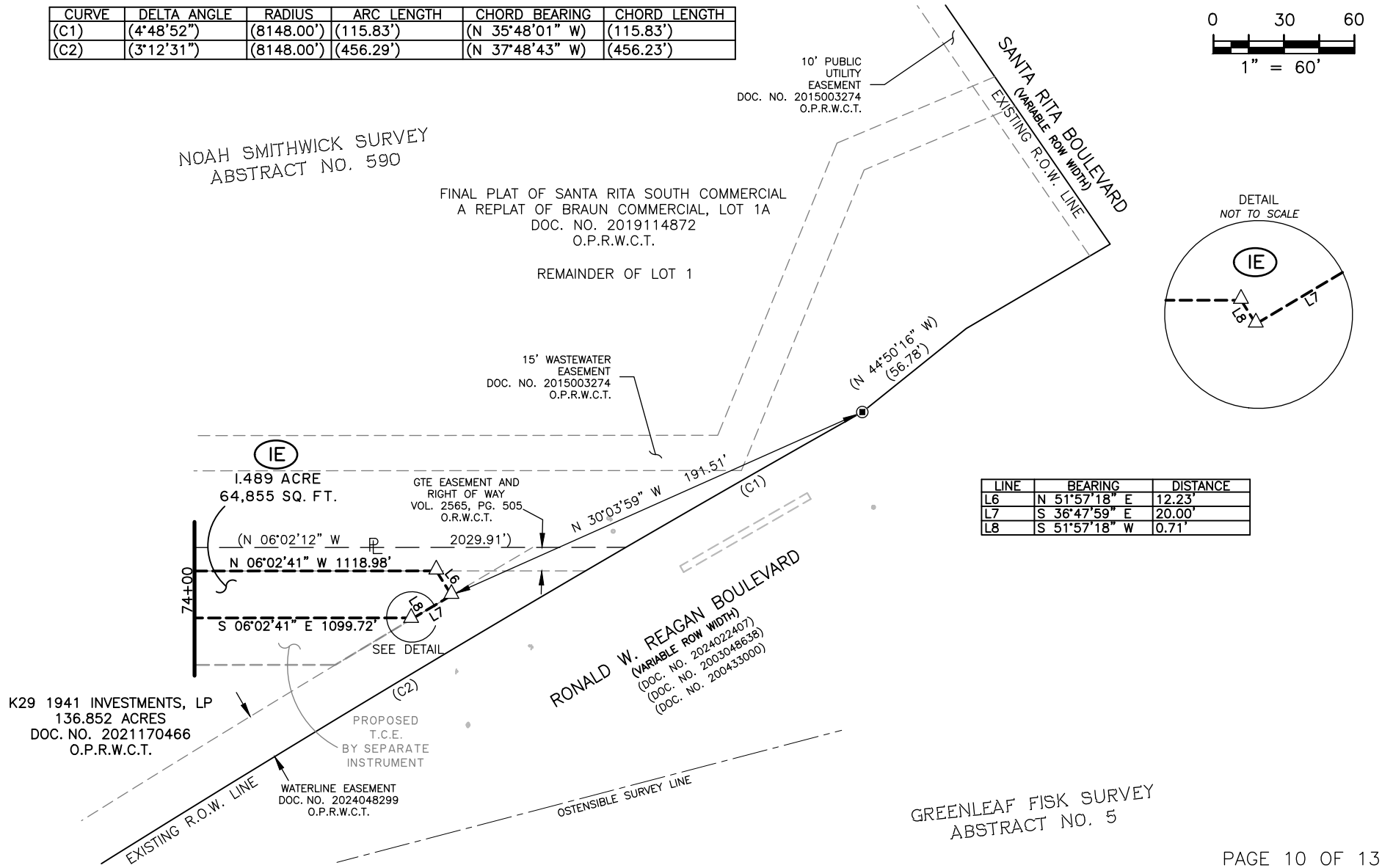
S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL IE-K29 1941 INVESTMENTS LP\PARCEL IE-K29 1941 INVESTMENTS LP-SH9.dwg

EXHIBIT ___

[IT5]

PLAT TO ACCOMPANY DESCRIPTION

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
(C1)	(4°48'52")	(8148.00')	(115.83')	(N 35°48'01" W)	(115.83')
(C2)	(3°12'31")	(8148.00')	(456.29')	(N 37°48'43" W)	(456.23')



LINE	BEARING	DISTANCE
L6	N 51°57'18" E	12.23'
L7	S 36°47'59" E	20.00'
L8	S 51°57'18" W	0.71'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL IE

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL IE-K29 1941 INVESTMENTS LP\PARCEL IE-K29 1941 INVESTMENTS LP-SHIO-II.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT3]

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985222.

2. THE FOREGOING PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

4. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

5. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY SUBSURFACE UTILITY ENGINEERING (SUE) CONTRACTORS INDICATING QUALITY LEVEL [A/B/C/D] UTILITY LOCATIONS. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

6. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF. NO. GT2604339, EFFECTIVE APRIL 28, 2026, ISSUED MAY 19, 2026. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B

SECTION I

RESTRICTIVE COVENANTS RECORDED IN CABINET FF, SLIDES 243-246 PLAT RECORDS, DOCUMENT NO. 2015003274 (PLAT) AND DOCUMENT NO. 2006036301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

SECTION 10

a. EASEMENTS, SETBACK LINES AND ALL OTHER MATTES SHOWN OR STATED ON PLAT OF BRAUN COMMERCIAL, REPLAT OF LOT 1, RECORDED UNDER DOCUMENT NO. 2015003274, OFFICIAL RECORDS, WILLIAMSON COUNTY , TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

b. RIGHT OF WAY EASEMENT DATED MAY 24, 1982, EXECUTED BY PETE KAUFFMAN TO CHISHOLM TRAIL, WSC, RECORDED IN VOLUME 957, PAGE 826, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

c. DRAINAGE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005013405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

d. EASEMENT AND RIGHT OF WAY DATED JUNE, 1994, EXECUTED BY C. M. KAUFFMAN AND NELL KAUFFMAN TO GTE SOUTHWEST INCORPORATED, RECORDED IN VOLUME 2565, PAGE 505, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

e. SLOPE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO THE COUNTY OF WILLIAMSON, RECORDED UNDER DOCUMENT NO. 2005013406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

f. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004709, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE SURVEYOR HAS INFORMATION INDICATING THAT IT MAY HAVE BEEN RELEASED OR OTHERWISE TERMINATED)

g. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

h. UTILITY EASEMENT DATED OCTOBER 4, 2019, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2019095105, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

i. GRADING AND DRAINAGE EASEMENT DATED MARCH 10, 2015, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 23, RECORDED UNDER DOCUMENT NO. 2015109784, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

j. (NOT A SURVEY MATTER)

k. TERMS, PROVISIONS AND STIPULATIONS OF ENTRYWAY LANDSCAPE EASEMENT AGREEMENT DATED MARCH 18, 2020, BY AND BETWEEN WILCO LAND INVESTMENTS I, LLC; WILCO LAND INVESTMENTS II, LLC; WILCO LAND INVESTMENTS III, LLC; AND SANTA RITA C7 INVESTMENTS, LLC, RECORDED UNDER DOCUMENT NO.2020028675, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

l. CONTROL OF ACCESS AS SET OUT IN DEED DATED MARCH 20, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2024022407, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

PARCEL IE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL IE-K29 1941 INVESTMENTS LP\PARCEL IE-K29 1941 INVESTMENTS LP-SHT0-11.dwg

EXHIBIT ___

[IT1]

PLAT TO ACCOMPANY DESCRIPTION

m. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, RECORDED UNDER DOCUMENT NO. 2024048299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

n. (NOT A SURVEY MATTER)

o. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2025029719, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

p. (NOT A SURVEY MATTER)

q. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073093, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

r. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073094, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

s. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, BETWEEN K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2024048301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

t. DRAINAGE EASEMENT DATED MAY 6, 2025, EXECUTED BY K29 1941, INVESTMENT, LP TO WILLIAMSON COUNTY MUNICIPAL DISTRICT NO.17, RECORDED UNDER DOCUMENT NO. 2025035418, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY))

u. UTILITY EASEMENT (UNDERGROUND) DATED AUGUST 25, 2020, EXECUTED BY SANTA RITA C& INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO 2020106046, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

v. (NOT A SURVEY MATTER)

w. RIGHT OF WAY EASEMENT DATED APRIL 17, 1994, EXECUTED BY JOHN E. ISENSEE AND PAULA R. NEW TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RECORDED IN VOLUME 2548, PAGE 11, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

x. WATER LINE EASEMENT DATED MAY 2, 2006, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO C7 (II) RANCH, LTD, RECORDED UNDER DOCUMENT NO. 2006036299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

y. WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 15, 2009, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009012206, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

z. RIGHT OF WAY EASEMENT DATED FEBRUARY 18, 1994, EXECUTED BY BEN FRANK PINN, JR. AND DOLORES PINN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED IN VOLUME 2548, PAGE 65, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

aa. DRAINAGE EASEMENT DATED JANUARY 18, 2005, EXECUTED BY C7II RANCH LTD. TO WILLIAMSON COUNTY,TEXAS, RECORDED UNDER DOCUMENT NO. 2005005032, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

bb. WASTEWATER EASEMENT DATED AUGUST 2, 2016, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19A, RECORDED UNDER DOCUMENT NO. 2016070714, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

cc. UTILITY EASEMENT DATED JANUARY 27, 2017, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2017017298, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

dd. UTILITY EASEMENT DATED JULY 25, 2018, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2018079463, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ee. RIGHT OF WAY EASEMENT DATED SEPTEMBER 23, 1997, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 9743610, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ff. RIGHT OF WAY EASEMENT DATED MAY 21, 1982, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL WSC, RECORDED IN VOLUME 939, PAGE 306, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

gg. (NOT A SURVEY MATTER)

hh. ELECTRIC UTILITY EASEMENT FILED NOVEMBER 27, 2007, EXECUTED BY ROSELLE M. BRAUN TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2007098343, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL IE
	PROJECT BRAUN WATERLINE / COUNTY WILLIAMSON	

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT6]

LEGEND

◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND (UNLESS NOTED)
△	CALCULATED POINT
ℙL	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
DE	DRAINAGE EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

ii. (NOT A SURVEY MATTER)

jj. UTILITY EASEMENT DATED FEBRUARY 15, 2010, EXECUTED BY 1941, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2010009115, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

kk. TERMS, PROVISIONS AND STIPULATIONS OF WASTEWATER LINE EASEMENT AGREEMENT DATED NOVEMBER 27, 2013, BETWEEN SANTA RITA COMMERCIAL, LLC AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO.13, RECORDED UNDER DOCUMENT NO.2013114198, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

I HEREBY CERTIFY THAT THIS SURVEY PLAT AND ACCOMPANYING DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS DETERMINED BY A SURVEY MADE ON THE GROUND AUGUST 2025 THROUGH NOVEMBER 2025, BY ME OR UNDER MY DIRECT SUPERVISION AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STATE OF TEXAS
REGISTERED
MICHAEL A. CROFTCHECK
7102
PROFESSIONAL
LAND SURVEYOR

RODRIGUEZ TRANSPORTATION GROUP

MICHAEL A. CROFTCHECK, R.P.L.S.
TEXAS REG. NO. 7102
221 TEXAS AVE, STE B
ROUND ROCK, TEXAS 78664
PHONE 512-231-9544
TBPELS FIRM REG. #10194918

06/02/2026

ll. TEMPORARY DRAINAGE EASEMENT DATED SEPTEMBER 1, 2017, EXECUTED BY SANTA RITA COMMERCIAL, LLC TO PULTE HOMES OF TEXAS, L.P., RECORDED UNDER DOCUMENT NO. 2017083235, OFFICIAL RECORDS, WILLIAMSON COUNTY,TEXAS. (THE SURVEYOR HAS INFORMATION INDICATING IT MAY HAVE BEEN RELEASED OR OTHERWISE TERMINATED)

mm. UTILITY EASEMENT DATED JUNE 1, 2020, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC, RECORDED UNDER DOCUMENT NO. 2020067322, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

nn. (NOT A SURVEY MATTER)

oo. (NOT A SURVEY MATTER)

pp. (NOT A SURVEY MATTER)

qq. (NOT A SURVEY MATTER)

rr. (NOT A SURVEY MATTER)

ss. (NOT A SURVEY MATTER)

tt. (NOT A SURVEY MATTER)

uu. UTILITY EASEMENT DATED APRIL 13, 2022, EXECUTED BY SANTA RITA COMMERCIAL LLLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2022091720, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

vv. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2025029719, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ww. (NOT A SURVEY MATTER)

xx. (NOT A SURVEY MATTER)

yy. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

zz. RIGHTS OF PARTIES IN POSSESSION.

aaa. ITEM INTENTIONALLY DELETED

bbb. WASTEWATER EASEMENT DATED FEBRUARY 26, 2026, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO 17, RECORDED UNDER DOCUMENT NO. 2026015335, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ccc. FENCES ENCROACHING OVER PROPERTY LINES AS SHOWN ON SURVEYS DATED MARCH 20, 2026 AND MAY 5, 2026, PREPARED BY MICHAEL A. CROFTCHECK, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7102, RODRIGUEZ TRANSPORTATION GROUP. (AS SHOWN)

ddd. WATERLINE EASEMENT DESCRIBED IN QUITCLAIM DATED FEBRUARY 13, 2019, BY CITY OF GEORGETOWN TO MIDDLEBROOK, LTD., RECORDED UNDER DOCUMENT NO. 2019017256, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

eee. TERMS AND PROVISIONS OF COMMON IMPROVEMENTS MAINTENANCE AGREEMENT EFFECTIVE DATE APRIL 22, 2026, BETWEEN K29 1941 INVESTMENTS, LP AND PD ATX RANCH CENTER LP, RECORDED UNDER DOCUMENT NO. 2026032651, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, INCLUDING BUT NOT LIMITED TO PROVISION FOR LANDSCAPE EASEMENTS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

REV	DATE	DESCRIPTION
1	5/28/26	REVISED TITLE COMMITMENT ITEMS

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT: BRAUN WATERLINE

COUNTY: WILLIAMSON

PARCEL IE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL IE-K29 1941 INVESTMENTS LP\PARCEL IE-K29 1941 INVESTMENTS LP-SHIO-11.dwg

EXHIBIT_____
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.496 ACRE (65,152 SQUARE FEET), TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 136.852 ACRE TRACT OF LAND DESCRIBED IN A DEED TO K29 1941 INVESTMENTS, LP, DATED NOVEMBER 11, 2021, RECORDED IN DOCUMENT NO. 2021170466, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.T.), SAID 1.496 ACRE (65,152 SQUARE FEET) TRACT OF LAND SURVEYED BY MICHAEL A. CROFTCHECK, R.P.L.S., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,206,189.86, E=3,081,627.53), said point being in the easterly boundary line of the remainder of Lot 1C, as shown on Replat of Lot 1, Braun Commercial, a subdivision of record in Document No. 2015003274, O.P.R.W.C.T., same line being the westerly boundary line of said 136.852 acre tract, said point also being the southwesterly corner of a Proposed Permanent Easement by separate Instrument, for the **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with yellow cap stamped “RJ SURVEYING” found, being the southeasterly corner of Lot 51, Block B, as shown on Santa Rita Ranch South Section 13, a subdivision of record in Document No. 2017112162, O.P.R.W.C.T., same being the northeasterly corner of that called 2.71 acre tract of land described in a General Warranty Deed to Williamson County Municipal Utility District No. 19, recorded in Document No. 2022110266, O.P.R.W.C.T. bears, North 15°40’01” East, at a distance of 273.17 feet;

THENCE, departing said easterly boundary line of the remainder of Lot 1C, through the interior of said 136.852 acre tract with the southerly and easterly lines of said Proposed Permanent Easement, the following eleven (11) courses:

1) **North 72°06'15" East,** for a distance of **10.71** feet to a calculated point;

2) **North 60°51'15" East**, for a distance of **57.76** feet to a calculated point;

3) **North 15°22'06" East**, for a distance of **1,346.64** feet to a calculated point;

4) **North 08°56'57" West,** for a distance of **16.70** feet to a calculated point;

5) **North 51°51'08" West,** for a distance of **35.01** feet to a calculated point;

6) **North 06°02'42" West,** for a distance of **223.18** feet to a calculated point;

7) **North 38°25'52" East,** for a distance of **29.26** feet to a calculated point;

8) **North 06°04'19" West,** for a distance of **404.13** feet to a calculated point;

9) **North 50°30'56" West,** for a distance of **28.99** feet to a calculated point;

10) **North 06°02'41" West,** for a distance of **1,099.72** feet to a calculated point;

11) **North 51°57'18" East,** for a distance of **0.71** feet to a calculated point in the westerly line of a Waterline Easement to the City of Georgetown (COG) recorded in Document No. 2024048299, O.P.R.W.C.T., for the most northerly corner of the herein described parcel, and from which a an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" found being a point of intersection on the existing westerly ROW line of Ronald W. Reagan Boulevard (variable ROW width), and the easterly boundary line of the remainder of Lot 1 as shown on Final Plat of Santa Rita South Commercial a Replat of Braun Commercial, Lot 1A, a subdivision of record in Document No. 2019114872, O.P.R.W.C.T., bears North 30°42'08" West, at a distance of 211.39' feet;

12) **THENCE**, departing said Proposed Permanent Easement, with said westerly COG Easement Line, continuing through the interior of said 136.852 acre tract, along a non-tangent curve to the left, having a delta angle of **00°15'52"**, a radius of **8,168.00** feet, an arc length of **37.71** feet, and a chord which bears **South 37°00'07" East** for a distance of **37.71** feet to a calculated point

THENCE, departing said westerly COG Easement Line, and continuing through the interior of said 136.852 acre tract, the following ten (10) courses:

13) **South 06°02'41" East,** for a distance of **1,059.58** feet to a calculated point;

14) **South 50°30'56" East,** for a distance of **28.99** feet to a calculated point;

15) **South 06°04'19" East,** for a distance of **420.48** feet to a calculated point;

16) **South 38°25'52" West**, for a distance of **29.27** feet to a calculated point;

17) **South 06°02'42" East,** for a distance of **206.55** feet to a calculated point;

18) **South 51°51'08" East,** for a distance of **34.79** feet to a calculated point;

19) **South 07°07'54" East,** for a distance of **30.18** feet to a calculated point;

20) **South 15°22'06" West,** for a distance of **1,357.62** feet to a calculated point for the southeasterly corner of the herein described parcel;

21) **South 60°51'15" West,** for a distance of **68.11** feet to a calculated point;

22) **South 72°06'15" West,** for a distance of **25.95** feet to a calculated point, being in the common boundary line of said remainder of Lot 1C, and said 136.852 acre tract, for the southwesterly corner of the herein described parcel, and from which an iron rod with destroyed yellow cap found in said common boundary line of the remainder of Lot 1C, and the 136.852 acre tract, bears South 15°40'01" West, at a distance of 413.88 feet;

23) **THENCE, North 15°40'01" East,** with said common boundary line of the remainder of Lot 1C and the 136.852 acre tract, for a distance of **24.00** feet to the **POINT OF BEGINNING**, containing 1.496 acres, (65,152 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey feet. All distances shown hereon are surface values represented in U.S. Survey feet based on a surface-to-grid combined adjustment factor of 0.99985222.

The foregoing property description is accompanied by a separate parcel plat.

The use of the word “certify” or “certification” on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and was determined by a survey made on the ground during the months of August 2025 through November 2025, by me or under my direct supervision and represents the facts found at the time of the survey.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Rodriguez Transportation Group



Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
221 Texas Ave, Ste B
Round Rock, Texas 78664
Phone 512-231-9544
TBPELS Firm Reg. #10194918

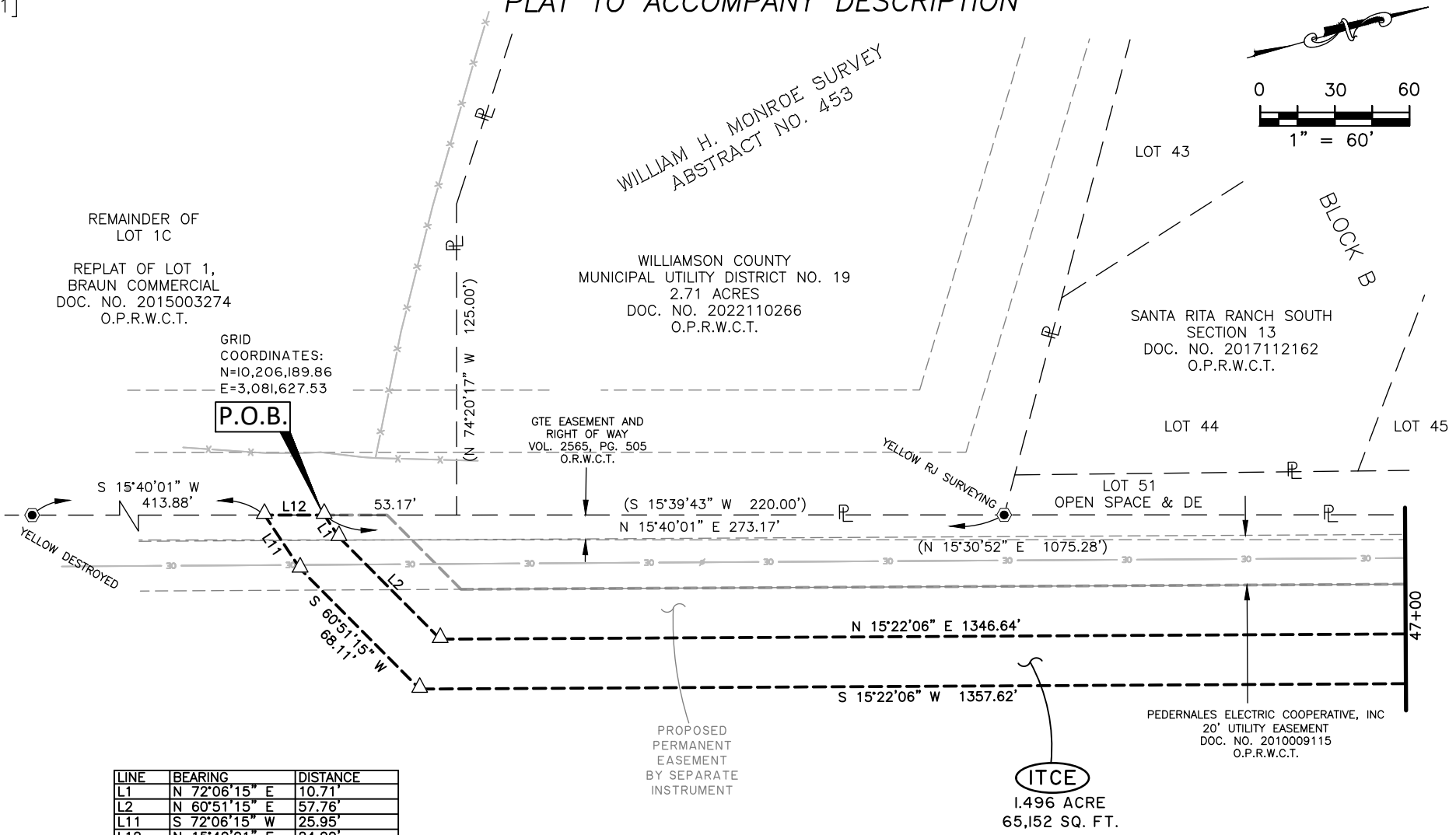
06/02/2026

[IT2]S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 1TCE-K29 1941 INVESTMENTS LP\1TCE-K29 INVESTMENTS 1941 LP.docx

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT1]



LINE	BEARING	DISTANCE
L1	N 72°06'15" E	10.71'
L2	N 60°51'15" E	57.76'
L11	S 72°06'15" W	25.95'
L12	N 15°40'01" E	24.00'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL ITCE

PROJECT
BRAUN WATERLINE

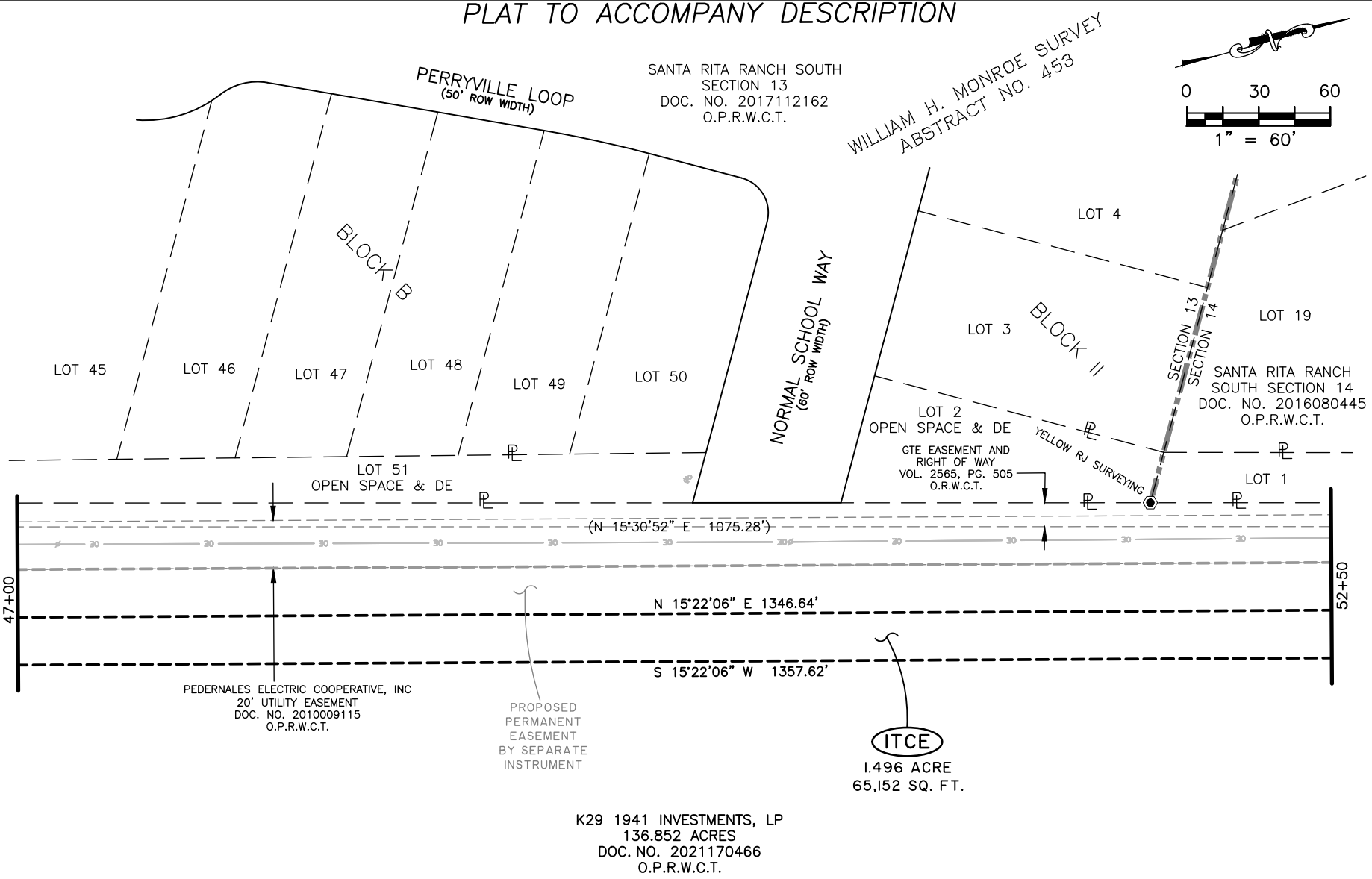
COUNTY
WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL ITCE-K29 1941 INVESTMENTS LP\PARCEL ITCE-K29 1941 INVESTMENTS LP-SH4.dwg

EXHIBIT ___

[IT2]

PLAT TO ACCOMPANY DESCRIPTION



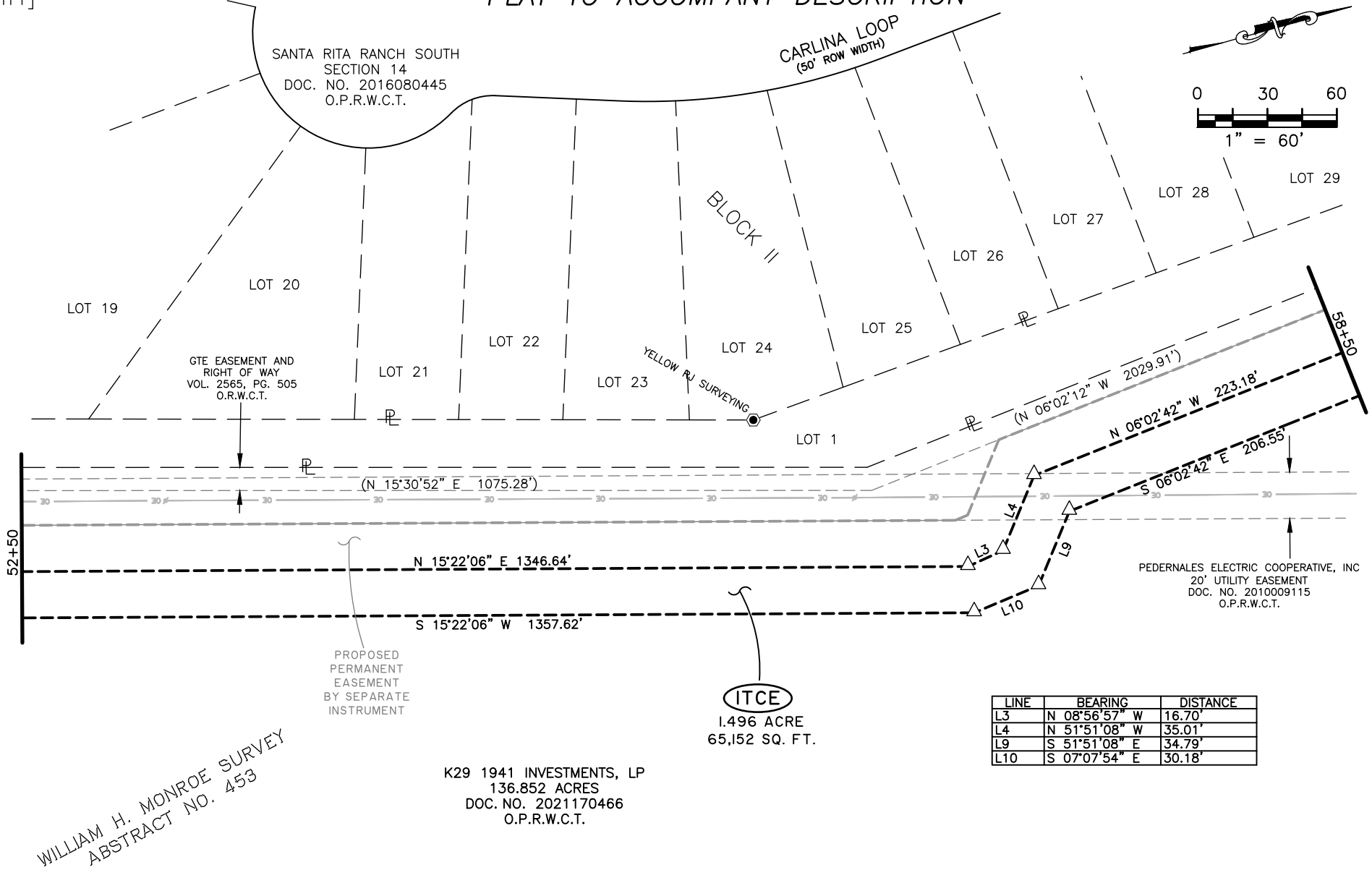
RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL ITCE
	PROJECT BRAUN WATERLINE	COUNTY WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL ITCE-K29 1941 INVESTMENTS LP\PARCEL ITCE-K29 1941 INVESTMENTS LP-SH5.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT1]



LINE	BEARING	DISTANCE
L3	N 08°56'57" W	16.70'
L4	N 51°51'08" W	35.01'
L9	S 51°51'08" E	34.79'
L10	S 07°07'54" E	30.18'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

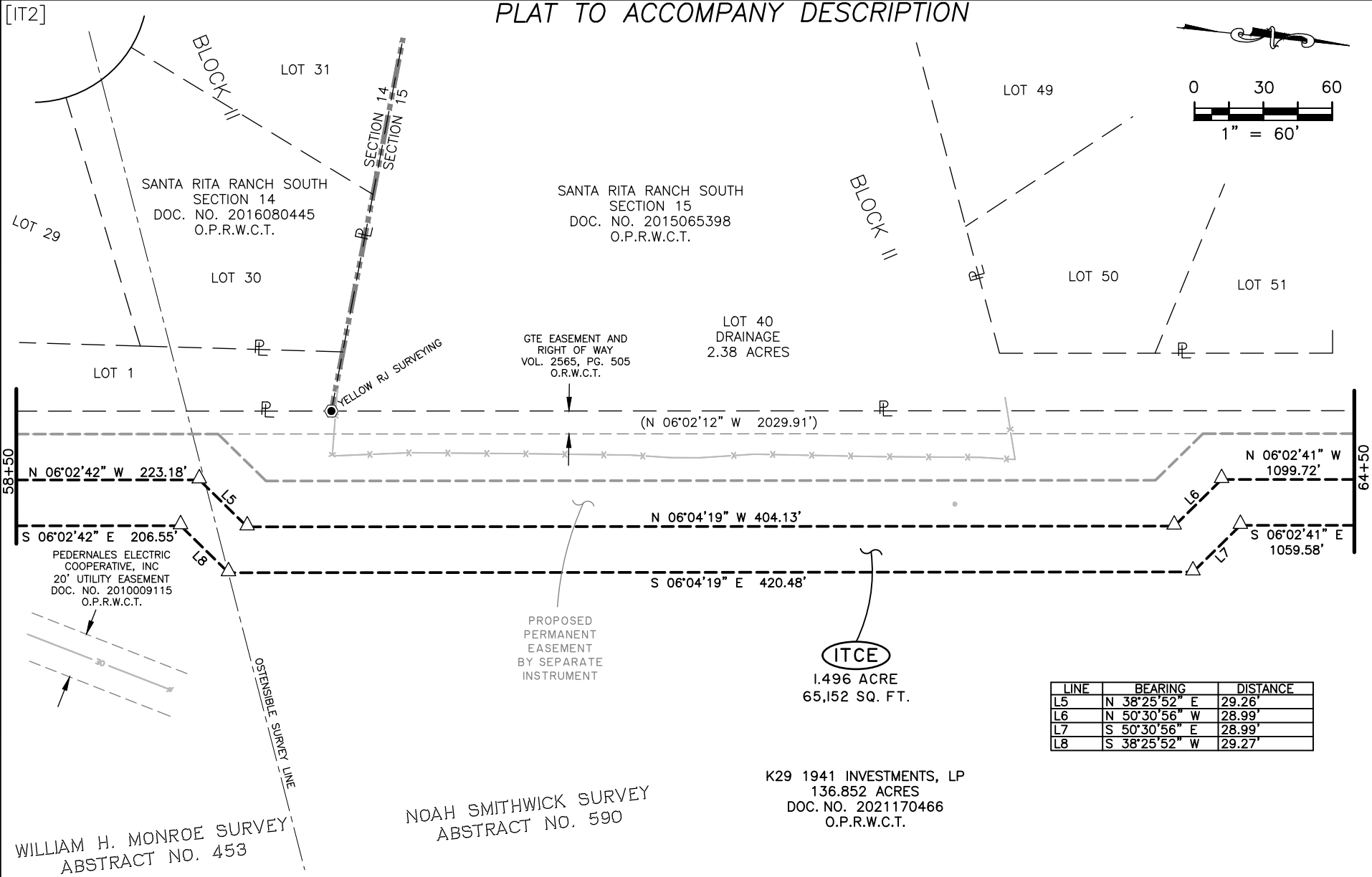
PARCEL ITCE

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL ITCE-K29 1941 INVESTMENTS LP\PARCEL ITCE-K29 1941 INVESTMENTS LP-SH6.dwg

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION

[IT2]



LINE	BEARING	DISTANCE
L5	N 38°25'52" E	29.26'
L6	N 50°30'56" W	28.99'
L7	S 50°30'56" E	28.99'
L8	S 38°25'52" W	29.27'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL ITCE

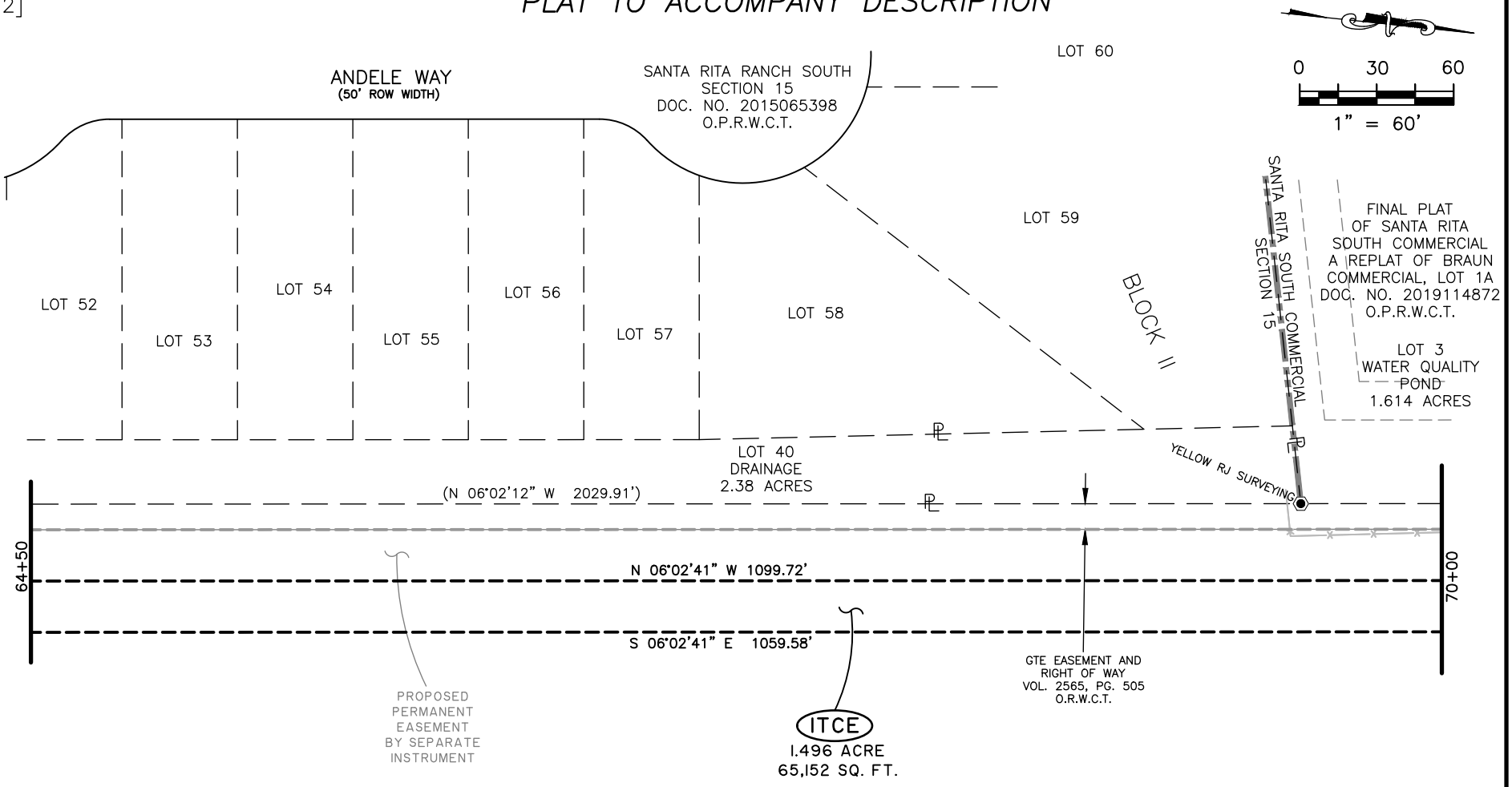
PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL ITCE-K29 1941 INVESTMENTS LP\PARCEL ITCE-K29 1941 INVESTMENTS LP-SH7.dwg

EXHIBIT ___

[IT2]

PLAT TO ACCOMPANY DESCRIPTION



NOAH SMITHWICK SURVEY
ABSTRACT NO. 590

K29 1941 INVESTMENTS, LP
136.852 ACRES
DOC. NO. 2021170466
O.P.R.W.C.T.

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL ITCE
	PROJECT BRAUN WATERLINE	COUNTY WILLIAMSON

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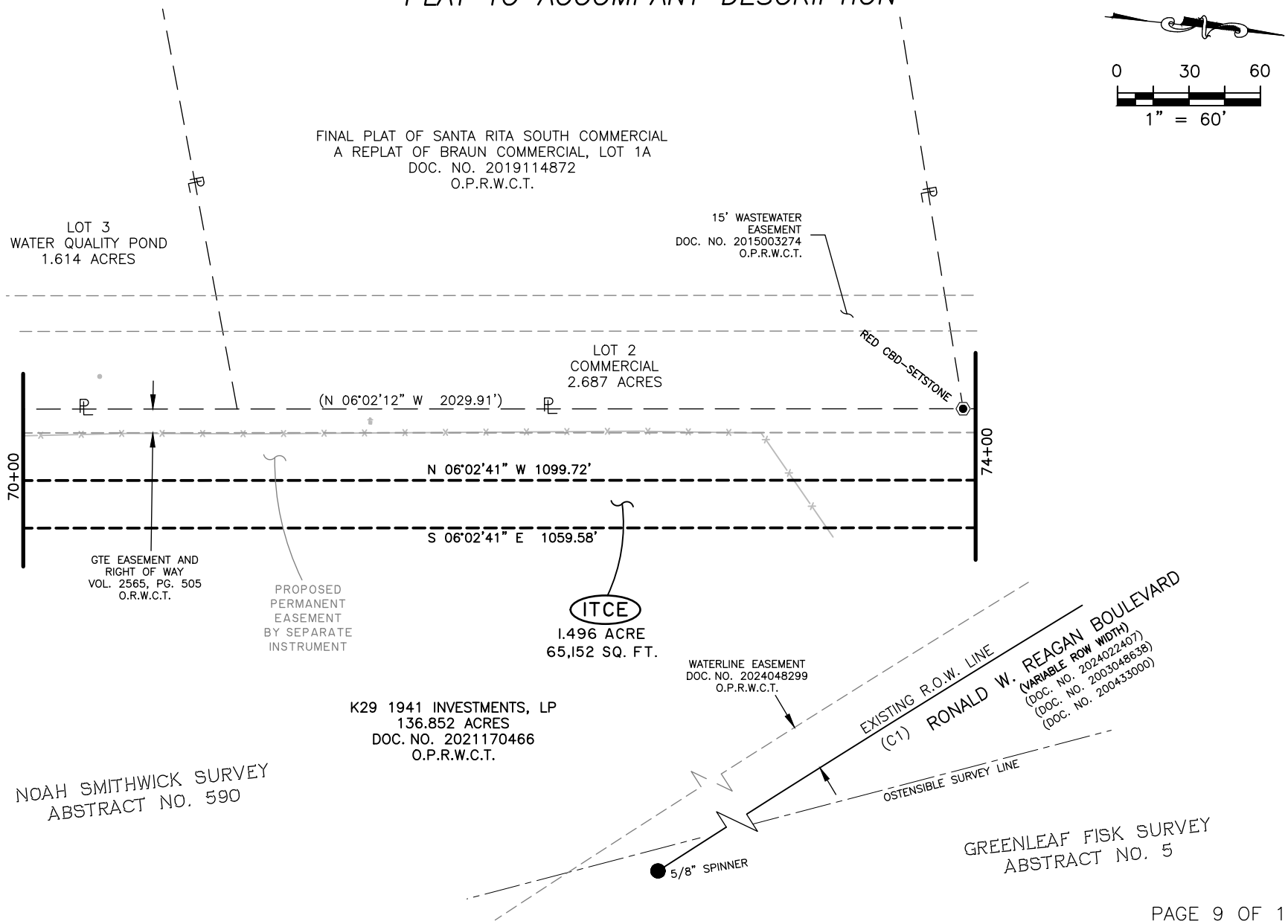
[IT2]

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION



RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL ITCE
	PROJECT BRAUN WATERLINE	COUNTY WILLIAMSON

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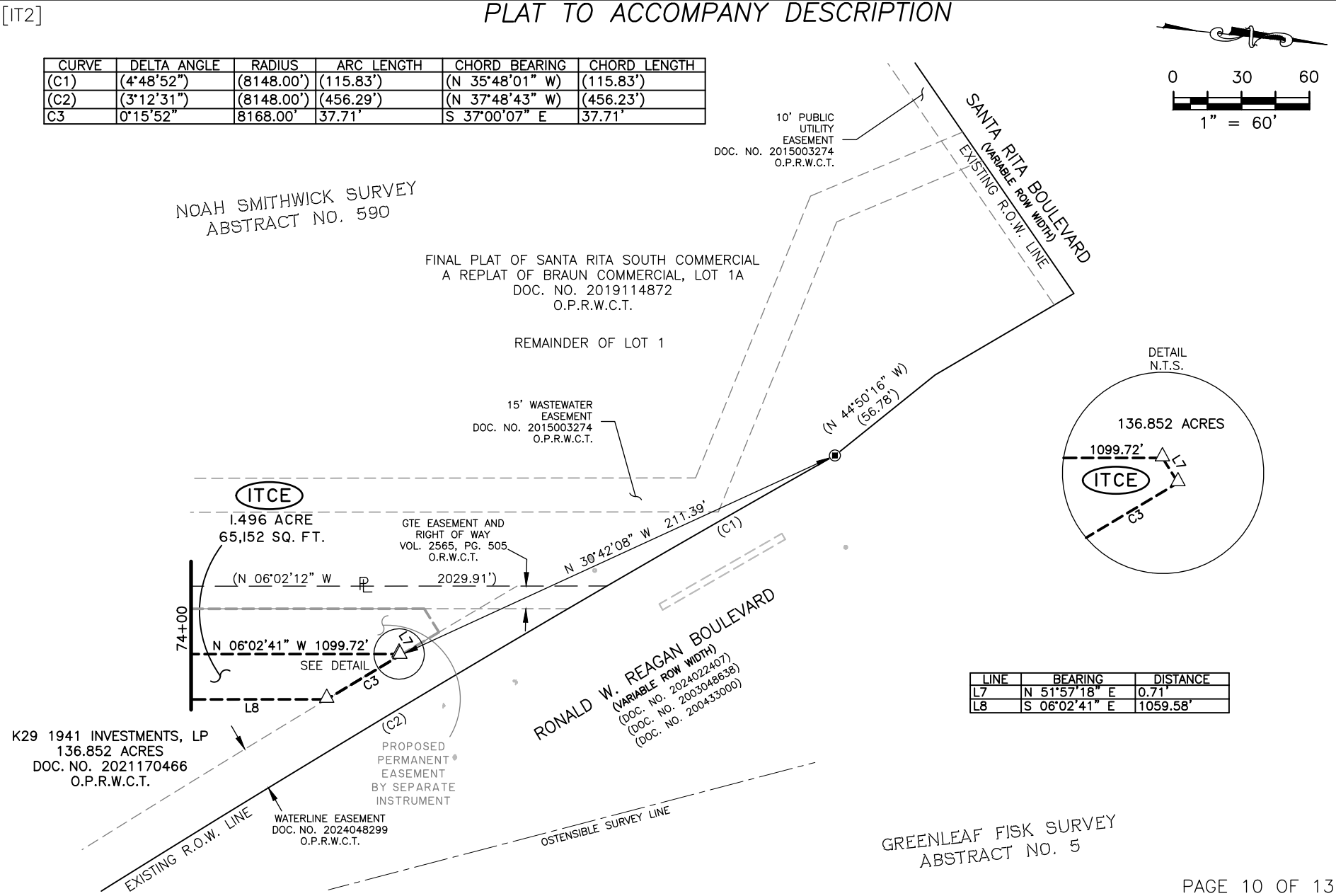
EXHIBIT ___

[IT2]

PLAT TO ACCOMPANY DESCRIPTION

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
(C1)	(4°48'52")	(8148.00')	(115.83')	(N 35°48'01" W)	(115.83')
(C2)	(3°12'31")	(8148.00')	(456.29')	(N 37°48'43" W)	(456.23')
C3	0°15'52"	8168.00'	37.71'	S 37°00'07" E	37.71'



LINE	BEARING	DISTANCE
L7	N 51°57'18" E	0.71'
L8	S 06°02'41" E	1059.58'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL ITCE

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL ITCE-K29 1941 INVESTMENTS LP\PARCEL ITCE-K29 1941 INVESTMENTS LP-SHIO-II.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT3]

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985222.

2. THE FOREGOING PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

4. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

5. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY SUBSURFACE UTILITY ENGINEERING (SUE) CONTRACTORS INDICATING QUALITY LEVEL [A/B/C/D] UTILITY LOCATIONS. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

6. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF. NO. GT2604339, EFFECTIVE APRIL 28, 2026, ISSUED MAY 19, 2026. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B

SECTION I

RESTRICTIVE COVENANTS RECORDED IN CABINET FF, SLIDES 243-246 PLAT RECORDS, DOCUMENT NO. 2015003274 (PLAT) AND DOCUMENT NO. 2006036301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

SECTION 10

a. EASEMENTS, SETBACK LINES AND ALL OTHER MATTES SHOWN OR STATED ON PLAT OF BRAUN COMMERCIAL, REPLAT OF LOT 1, RECORDED UNDER DOCUMENT NO. 2015003274, OFFICIAL RECORDS, WILLIAMSON COUNTY , TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

b. RIGHT OF WAY EASEMENT DATED MAY 24, 1982, EXECUTED BY PETE KAUFFMAN TO CHISHOLM TRAIL, WSC, RECORDED IN VOLUME 957, PAGE 826, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

c. DRAINAGE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005013405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

d. EASEMENT AND RIGHT OF WAY DATED JUNE, 1994, EXECUTED BY C. M. KAUFFMAN AND NELL KAUFFMAN TO GTE SOUTHWEST INCORPORATED, RECORDED IN VOLUME 2565, PAGE 505, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

e. SLOPE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO THE COUNTY OF WILLIAMSON, RECORDED UNDER DOCUMENT NO. 2005013406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

f. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004709, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE SURVEYOR HAS INFORMATION INDICATING THAT IT MAY HAVE BEEN RELEASED OR OTHERWISE TERMINATED)

g. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

h. UTILITY EASEMENT DATED OCTOBER 4, 2019, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2019095105, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

i. GRADING AND DRAINAGE EASEMENT DATED MARCH 10, 2015, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 23, RECORDED UNDER DOCUMENT NO. 2015109784, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

j. (NOT A SURVEY MATTER)

k. TERMS, PROVISIONS AND STIPULATIONS OF ENTRYWAY LANDSCAPE EASEMENT AGREEMENT DATED MARCH 18, 2020, BY AND BETWEEN WILCO LAND INVESTMENTS I, LLC; WILCO LAND INVESTMENTS II, LLC; WILCO LAND INVESTMENTS III, LLC; AND SANTA RITA C7 INVESTMENTS, LLC, RECORDED UNDER DOCUMENT NO.2020028675, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

l. CONTROL OF ACCESS AS SET OUT IN DEED DATED MARCH 20, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2024022407, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL ITCE
	PROJECT: BRAUN WATERLINE / COUNTY: WILLIAMSON	

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL ITCE-K29 1941 INVESTMENTS LP\PARCEL ITCE-K29 1941 INVESTMENTS LP-SHIO-II.dwg

m. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, RECORDED UNDER DOCUMENT NO. 2024048299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

n. (NOT A SURVEY MATTER)

o. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2025029719, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

p. (NOT A SURVEY MATTER)

q. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073093, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

r. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073094, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

s. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, BETWEEN K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2024048301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

t. DRAINAGE EASEMENT DATED MAY 6, 2025, EXECUTED BY K29 1941, INVESTMENT, LP TO WILLIAMSON COUNTY MUNICIPAL DISTRICT NO.17, RECORDED UNDER DOCUMENT NO. 2025035418, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY))

u. UTILITY EASEMENT (UNDERGROUND) DATED AUGUST 25, 2020, EXECUTED BY SANTA RITA C& INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO 2020106046, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

v. (NOT A SURVEY MATTER)

w. RIGHT OF WAY EASEMENT DATED APRIL 17, 1994, EXECUTED BY JOHN E. ISENSEE AND PAULA R. NEW TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RECORDED IN VOLUME 2548, PAGE 11, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

x. WATER LINE EASEMENT DATED MAY 2, 2006, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO C7 (II) RANCH, LTD, RECORDED UNDER DOCUMENT NO. 2006036299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

y. WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 15, 2009, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009012206, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

z. RIGHT OF WAY EASEMENT DATED FEBRUARY 18, 1994, EXECUTED BY BEN FRANK PINN, JR. AND DOLORES PINN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED IN VOLUME 2548, PAGE 65, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

aa. DRAINAGE EASEMENT DATED JANUARY 18, 2005, EXECUTED BY C711 RANCH LTD. TO WILLIAMSON COUNTY,TEXAS, RECORDED UNDER DOCUMENT NO. 2005005032, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

bb. WASTEWATER EASEMENT DATED AUGUST 2, 2016, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19A, RECORDED UNDER DOCUMENT NO. 2016070714, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

cc. UTILITY EASEMENT DATED JANUARY 27, 2017, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2017017298, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

dd. UTILITY EASEMENT DATED JULY 25, 2018, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2018079463, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ee. RIGHT OF WAY EASEMENT DATED SEPTEMBER 23, 1997, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 9743610, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ff. RIGHT OF WAY EASEMENT DATED MAY 21, 1982, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL WSC, RECORDED IN VOLUME 939, PAGE 306, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

gg. (NOT A SURVEY MATTER)

hh. ELECTRIC UTILITY EASEMENT FILED NOVEMBER 27, 2007, EXECUTED BY ROSELLE M. BRAUN TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2007098343, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL ITCE
	PROJECT BRAUN WATERLINE / COUNTY WILLIAMSON	

EXHIBIT ___

[IT4]

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND (UNLESS NOTED)
△	CALCULATED POINT
ℙ	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
DE	DRAINAGE EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

ii. (NOT A SURVEY MATTER)

jj. UTILITY EASEMENT DATED FEBRUARY 15, 2010, EXECUTED BY 1941, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2010009115, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

kk. TERMS, PROVISIONS AND STIPULATIONS OF WASTEWATER LINE EASEMENT AGREEMENT DATED NOVEMBER 27, 2013, BETWEEN SANTA RITA COMMERCIAL, LLC AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO.13, RECORDED UNDER DOCUMENT NO.2013114198, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ll. TEMPORARY DRAINAGE EASEMENT DATED SEPTEMBER 1, 2017, EXECUTED BY SANTA RITA COMMERCIAL, LLC TO PULTE HOMES OF TEXAS, L.P., RECORDED UNDER DOCUMENT NO. 2017083235, OFFICIAL RECORDS, WILLIAMSON COUNTY,TEXAS. (THE SURVEYOR HAS INFORMATION INDICATING IT MAY HAVE BEEN RELEASED OR OTHERWISE TERMINATED)

mm. UTILITY EASEMENT DATED JUNE 1, 2020, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC, RECORDED UNDER DOCUMENT NO. 2020067322, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

nn. (NOT A SURVEY MATTER)

oo. (NOT A SURVEY MATTER)

pp. (NOT A SURVEY MATTER)

qq. (NOT A SURVEY MATTER)

rr. (NOT A SURVEY MATTER)

ss. (NOT A SURVEY MATTER)

tt. (NOT A SURVEY MATTER)

uu. UTILITY EASEMENT DATED APRIL 13, 2022, EXECUTED BY SANTA RITA COMMERCIAL LLLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2022091720, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

vv. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2025029719, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ww. (NOT A SURVEY MATTER)

xx. (NOT A SURVEY MATTER)

yy. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

zz. RIGHTS OF PARTIES IN POSSESSION.

aaa. ITEM INTENTIONALLY DELETED

bbb. WASTEWATER EASEMENT DATED FEBRUARY 26, 2026, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO 17, RECORDED UNDER DOCUMENT NO. 2026015335, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ccc. FENCES ENCROACHING OVER PROPERTY LINES AS SHOWN ON SURVEYS DATED MARCH 20, 2026 AND MAY 5, 2026, PREPARED BY MICHAEL A. CROFTCHECK, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7102, RODRIGUEZ TRANSPORTATION GROUP. (AS SHOWN)

ddd. WATERLINE EASEMENT DESCRIBED IN QUITCLAIM DATED FEBRUARY 13, 2019, BY CITY OF GEORGETOWN TO MIDDLEBROOK, LTD., RECORDED UNDER DOCUMENT NO. 2019017256, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

eee. TERMS AND PROVISIONS OF COMMON IMPROVEMENTS MAINTENANCE AGREEMENT EFFECTIVE DATE APRIL 22, 2026, BETWEEN K29 1941 INVESTMENTS, LP AND PD ATX RANCH CENTER LP, RECORDED UNDER DOCUMENT NO. 2026032651, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, INCLUDING BUT NOT LIMITED TO PROVISION FOR LANDSCAPE EASEMENTS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

I HEREBY CERTIFY THAT THIS SURVEY PLAT AND ACCOMPANYING DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS DETERMINED BY A SURVEY MADE ON THE GROUND AUGUST 2025 THROUGH NOVEMBER 2025, BY ME OR UNDER MY DIRECT SUPERVISION AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STATE OF TEXAS
REGISTERED
MICHAEL A. CROFTCHECK
7102
PROFESSIONAL
LAND SURVEYOR

RODRIGUEZ TRANSPORTATION GROUP

MICHAEL A. CROFTCHECK, R.P.L.S.
TEXAS REG. NO. 7102
221 TEXAS AVE, STE B
ROUND ROCK, TEXAS 78664
PHONE 512-231-9544
TBPELS FIRM REG. #10194918

06/02/2026

REV	DATE	DESCRIPTION
1	5/28/26	REVISED TITLE COMMITMENT ITEMS

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT: BRAUN WATERLINE

COUNTY: WILLIAMSON

PARCEL ITCE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL ITCE-K29 1941 INVESTMENTS LP\PARCEL ITCE-K29 1941 INVESTMENTS LP-SHIO-11.dwg

EXHIBIT_____
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.102 ACRE (47,989 SQUARE FEET), TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF LOT 1C, AS SHOWN ON THE REPLAT OF LOT 1, BRAUN COMMERCIAL, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015003274, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), DESCRIBED IN DEED TO K29 1941 INVESTMENTS, LP, DATED NOVEMBER 08, 2021 RECORDED IN DOCUMENT NO. 2021170468, O.P.R.W.C.T., SAID 1.102 ACRE (47,989 SQUARE FEET) TRACT OF LAND SURVEYED BY MICHAEL A. CROFTCHECK, R.P.L.S., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,206,214.16, E=3,081,634.35), said point being in the westerly boundary line of that called 136.852 acre tract of land described in a Deed to K29 1941 Investments, LP, recorded in Document No. 2021170466, O.P.R.W.C.T., same line being the easterly boundary line of said remainder of Lot 1C, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with yellow cap stamped “RJ SURVEYING” found, being the southeasterly corner of Lot 51, Block B, as shown on Santa Rita Ranch South Section 13, a subdivision of record in Document No. 2017112162, O.P.R.W.C.T., same point being the northeasterly corner of that called 2.71 acre tract of land described in a General Warranty Deed to Williamson County Municipal Utility District No. 19, as recorded in Document No. 2022110266, O.P.R.W.C.T. bears, North 15°40’01” East, at a distance of 247.93 feet;

1) **THENCE,** with the common boundary line of said 136.852 acre tract, and said remainder of Lot 1C, **South 15°40’01” West,** for a distance of **25.25** feet to a calculated point, for the southeasterly corner of the herein described parcel, and from which an iron rod with destroyed yellow cap found, being in said common boundary line of the remainder of Lot 1C, and the 136.852 acre tract, bears South 15°40'01" West, at a distance of 437.88' feet;

THENCE, departing said westerly boundary line of the 136.852 acre tract, through the interior of the remainder of said Lot 1C, the following fifteen (15) courses:

2) **South 72°06'15" West,** for a distance of **8.44** feet to a calculated point;

3) **North 61°38'40" West,** for a distance of **73.10** feet to a calculated point;

4) **North 60°10'45" West,** for a distance of **52.64** feet to a calculated point;

5) **North 58°21'27" West,** for a distance of **117.69** feet to a calculated point;

6) **North 57°38'25" West,** for a distance of **224.10** feet to a calculated point;

7) **North 06°50'06" West,** for a distance of **31.32** feet to a calculated point;

8) **North 20°15'19" East,** for a distance of **150.08** feet to a calculated point;

9) **North 01°13'42" West,** for a distance of **26.72** feet to a calculated point;

10) **North 12°28'42" West,** for a distance of **23.30** feet to a calculated point;

11) **North 57°52'43" West,** for a distance of **247.33'** to a calculated point;

12) **North 59°28'24" West,** for a distance of **304.40** feet to a calculated point;

13) **North 13°38'41" West,** for a distance of **35.09** feet to a calculated point;

14) **North 59°28'49" West,** for a distance of **876.55** feet to a calculated point;

15) **North 81°44'02" West,** for a distance of **57.27** feet to a calculated point;

16) **South 84°08'01" West,** for a distance of **140.73** feet to a calculated point, being on the existing easterly right-of-way (ROW) line of Braun Parkway (variable ROW width) (shown as 1.17 acres), on said Replat of Lot 1C, Braun Commercial Subdivision, said point being in the westerly boundary line of said remainder of Lot 1C, for the southwesterly corner of the herein described parcel, and from which a 1/2 inch iron rod found in said existing easterly ROW line bears South 08°10'07" East, at a distance of 195.81 feet;

17) **THENCE, North 08°10'07" West,** with said existing easterly ROW line, same line being the westerly boundary line of said remainder of Lot 1C, for a distance of **19.72** feet to an iron rod with yellow cap stamped "RJ SURVEYING" found, being the southwesterly corner of Lot 1, Block B, as shown on Santa Rita South Section 4A, a subdivision of record in Document No. 2015018631, O.P.R.W.C.T., same being the southeasterly corner of that called 1.70 acre remainder tract of land described in a Special Warranty Deed to Middlebrook, LTD, recorded in Document No. 2015013356, O.P.R.W.C.T., same point also being the northwesterly corner of said remainder of Lot 1C and the northeasterly corner of said 1.17 acre Braun Parkway ROW tract, for the northwesterly corner of the herein described parcel, and from which a 1/2 inch iron rod found being the northwesterly corner of said Braun Parkway ROW tract, and the northeasterly corner of that called 5.155 acre tract described in said Deed to K29 1941 Investments LP, and in the southerly boundary line of the remainder of said 1.70 acre tract, bears South 81°49'53" West, at a distance of 1.05 feet;

THENCE, with the northerly boundary line of the remainder of said Lot 1C, and the southerly boundary line of Lots 1 through 7, Block B, of said Santa Rita South Section 4A, the southerly boundary line of Lots 8 through 21, and in part Lot 22, Block B, of Santa Rita Ranch South Section 12, a subdivision of record in Document No. 2016099027, O.P.R.W.C.T., the following three (3) courses:

18) **North 81°49'53" East,** for a distance of **124.99** feet to an iron rod with yellow cap stamped "RJ SURVEYING" found, being the common southern corner of said Lots 3 and 4;

19) **South 81°34'03" East,** for a distance of **83.22** feet to a mag nail found in concrete, being the common southern corner of said Lots 5 and 6;

20) **South 59°29'07" East,** for a distance of **919.67** feet to a calculated point, being the northwesterly corner of said 2.71 acre tract;

THENCE, departing said Santa Rita Ranch South Section 12, continuing with the northerly boundary line of said remainder of Lot 1C, with the westerly boundary line of said 2.71 acre tract, the following two (2) courses:

21) **South 30°30'52" West,** for a distance of **25.00** feet to a calculated point**;**

22) **South 59°29'07" East,** for a distance of **316.40** feet to a calculated point, being a point of intersection in the southerly line of a Wastewater Line Easement Agreement to Williamson County MUD No. 19 (MUD19), recorded in Document No. 2013114198, O.P.R.W.C.T.**;**

23) **THENCE, South 57°41'20" East,** departing the westerly boundary line of said 2.71 acre tract, with said southerly MUD19 Easement Line, through the interior of said remainder of Lot 1C, for a distance of **229.59** feet to a calculated point**;**

THENCE, departing said southerly MUD19 Easement Line, continuing through the interior of said remainder Lot 1C, the following ten (10) courses:

24) **South 12°28'42" East,** for a distance of **33.55** feet to a calculated point**;**

25) **South 01°13'42" East,** for a distance of **32.48** feet to a calculated point**;**

26) **South 20°15'19" West,** for a distance of **149.92** feet to a calculated point**;**

27) **South 04°24'05" East,** for a distance of **15.39** feet to a calculated point**;**

28) **South 57°38'25" East,** for a distance of **215.83** feet to a calculated point**;**

29) **South 58°21'27" East,** for a distance of **117.25** feet to a calculated point**;**

30) **South 60°10'45" East,** for a distance of **52.06** feet to a calculated point**;**

31) **South 61°38'40" East,** for a distance of **64.30** feet to a calculated point**;**

32) **North 72°06'15" East,** for a distance of **8.64** feet to a calculated point**;**

33) **North 60°51'15" East,** for a distance of **5.32** feet to the **POINT OF BEGINNING**, containing 1.102 acres, (47,989 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey feet. All distances shown hereon are surface values represented in U.S. Survey feet based on a surface-to-grid combined adjustment factor of 0.99985222.

The foregoing property description is accompanied by a separate parcel plat.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and was determined by a survey made on the ground during the months of August 2025 through November 2025, by me or under my direct supervision and represents the facts found at the time of the survey.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Rodriguez Transportation Group



Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
221 Texas Ave, Ste B
Round Rock, Texas 78664
Phone 512-231-9544
TBPELS Firm Reg. #10194918

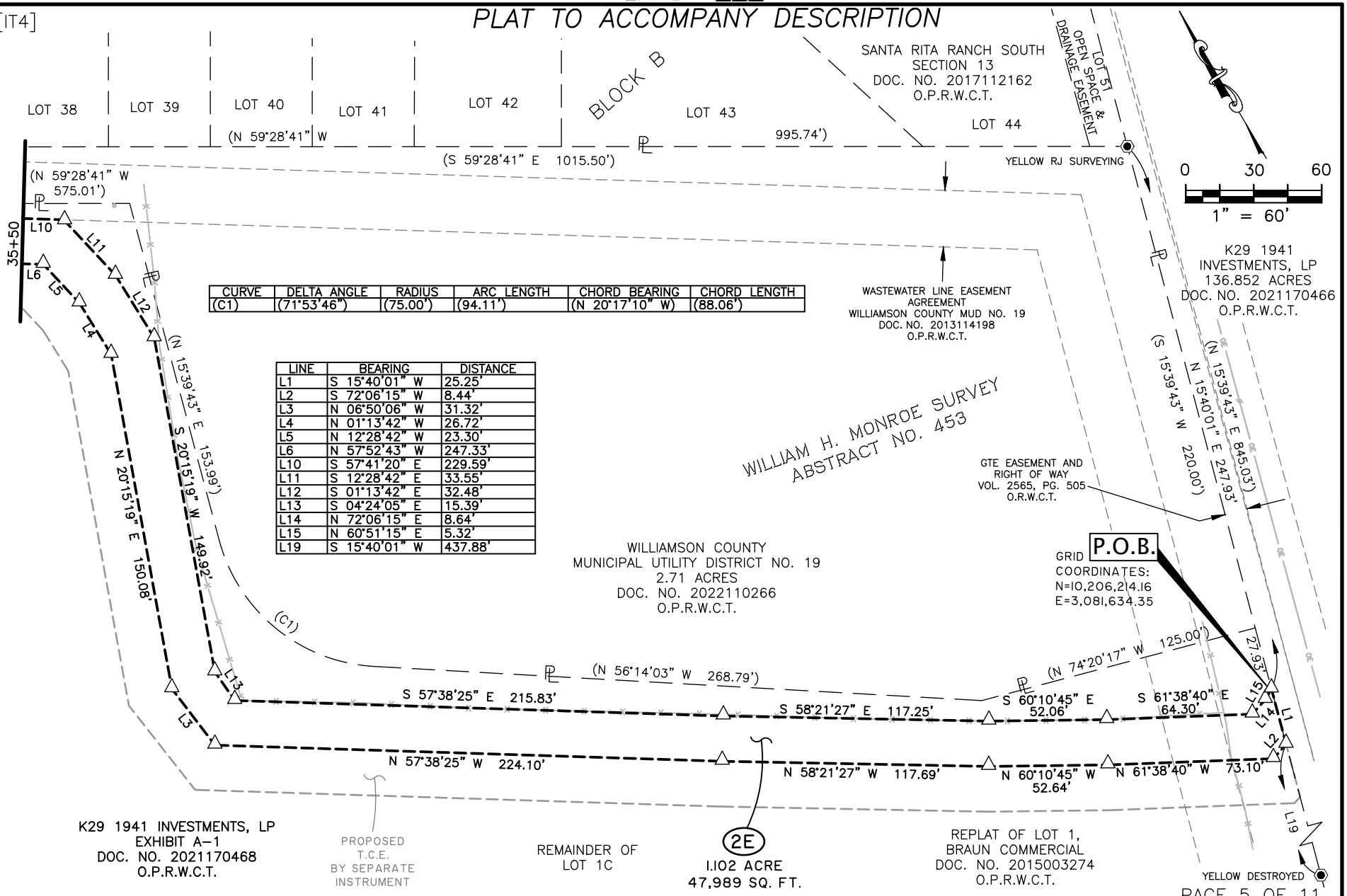
03/03/2026

[IT4]S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2E-K29 1941 INVESTMENTS LP\2E-K29 INVESTMENTS 1941 LP.docx

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT4]



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
(C1)	(71°53'46")	(75.00')	(94.11')	(N 20°17'10" W)	(88.06')

LINE	BEARING	DISTANCE
L1	S 15°40'01" W	25.25'
L2	S 72°06'15" W	8.44'
L3	N 06°50'06" W	31.32'
L4	N 01°13'42" W	26.72'
L5	N 12°28'42" W	23.30'
L6	N 57°52'43" W	247.33'
L10	S 57°41'20" E	229.59'
L11	S 12°28'42" E	33.55'
L12	S 01°13'42" E	32.48'
L13	S 04°24'05" E	15.39'
L14	N 72°06'15" E	8.64'
L15	N 60°51'15" E	5.32'
L19	S 15°40'01" W	437.88'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL 2E

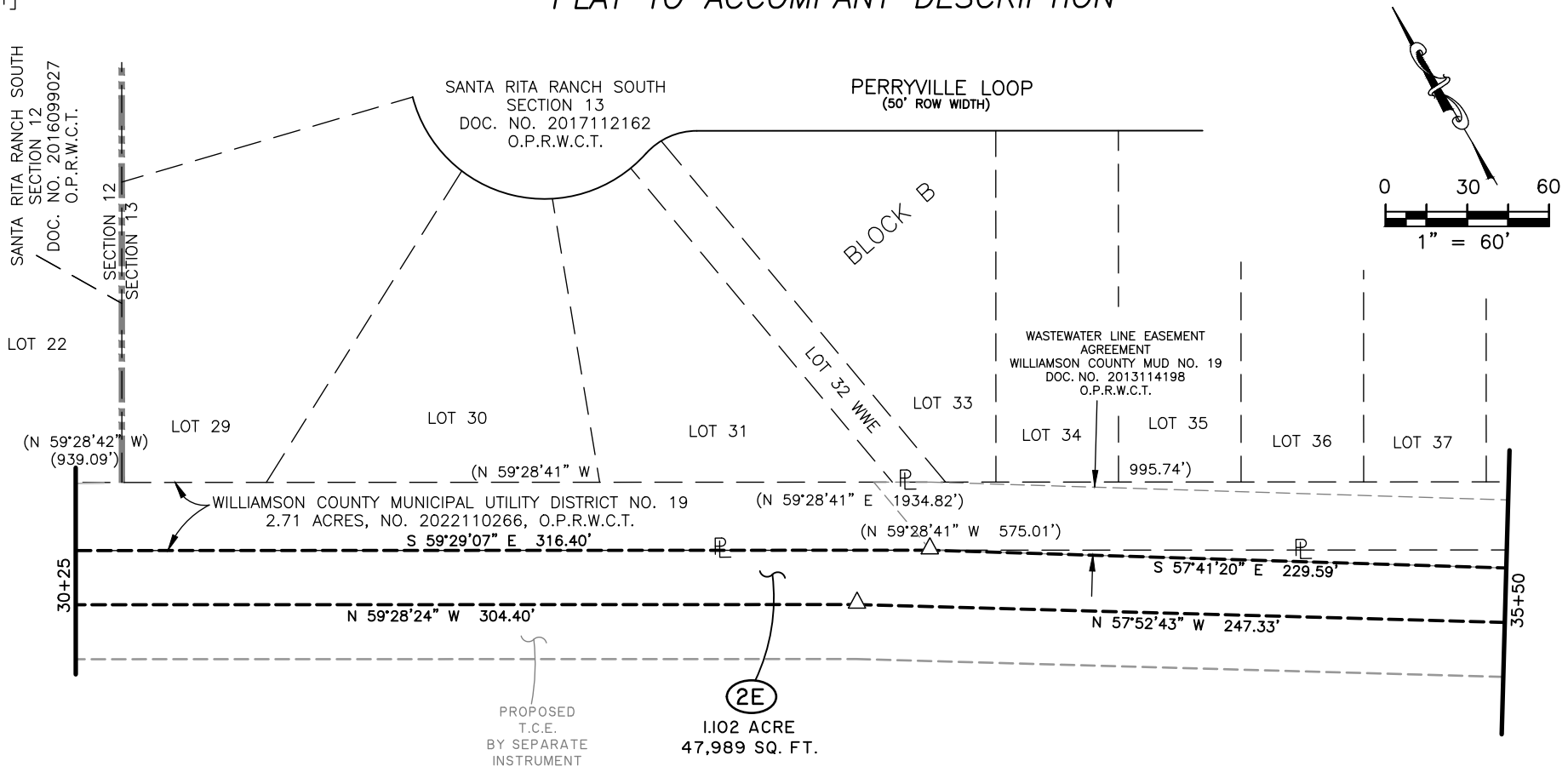
PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2E-K29 1941 INVESTMENTS LP\PARCEL 2E-K29 1941 INVESTMENTS LP-SH5-9.dwg

EXHIBIT ___

[IT4]

PLAT TO ACCOMPANY DESCRIPTION



WILLIAM H. MONROE SURVEY
ABSTRACT NO. 453

K29 1941 INVESTMENTS, LP
EXHIBIT A-1
DOC. NO. 2021170468
O.P.R.W.C.T.

REMAINDER OF
LOT 1C

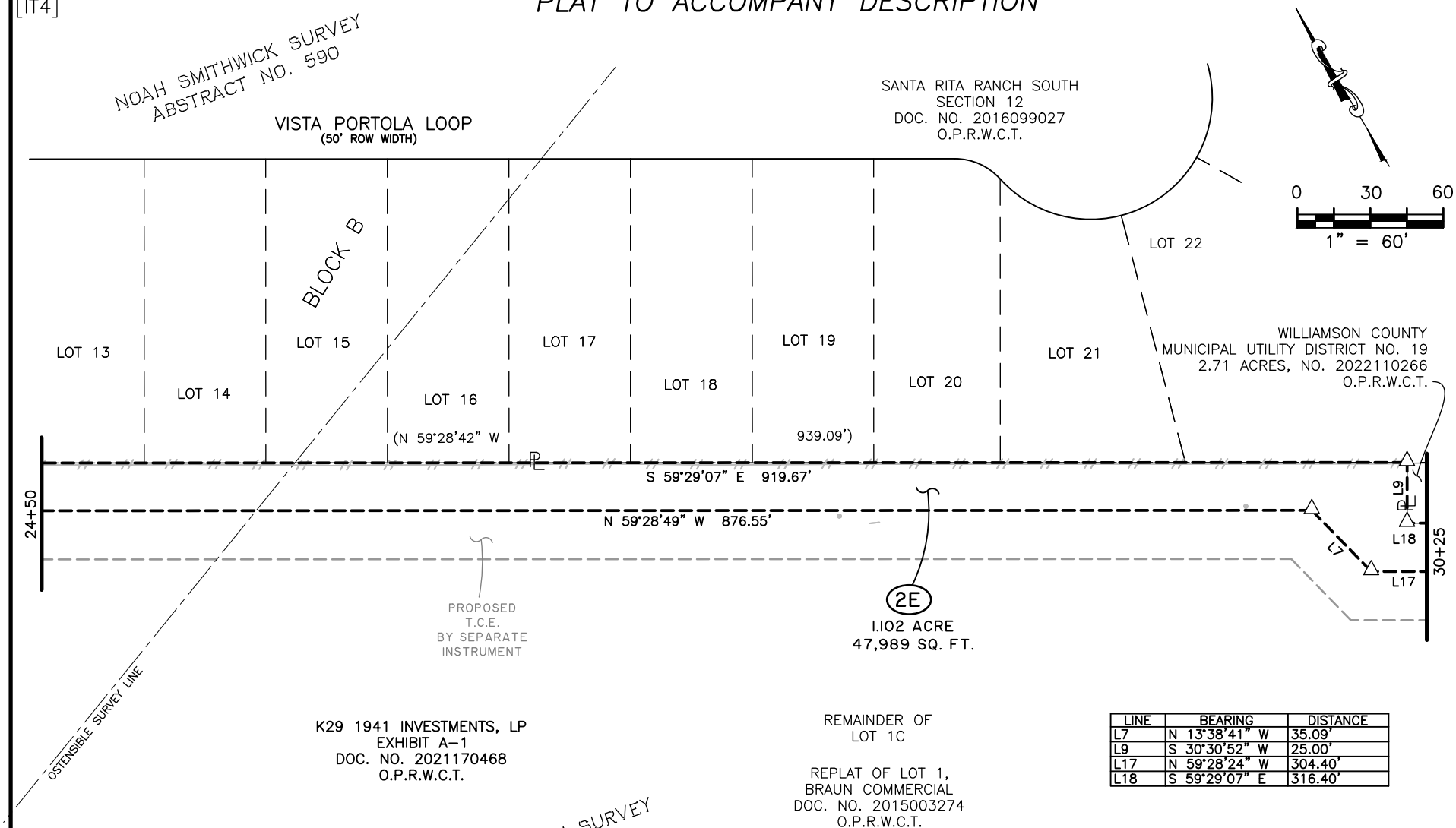
REPLAT OF LOT 1,
BRAUN COMMERCIAL
DOC. NO. 2015003274
O.P.R.W.C.T.

RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL 2E
	PROJECT BRAUN WATERLINE	COUNTY WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2E-K29 1941 INVESTMENTS LP\PARCEL 2E-K29 1941 INVESTMENTS LP-SH6.dwg

[IT4]

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION



LINE	BEARING	DISTANCE
L7	N 13°38'41" W	35.09'
L9	S 30°30'52" W	25.00'
L17	N 59°28'24" W	304.40'
L18	S 59°29'07" E	316.40'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL 2E

PROJECT
BRAUN WATERLINE

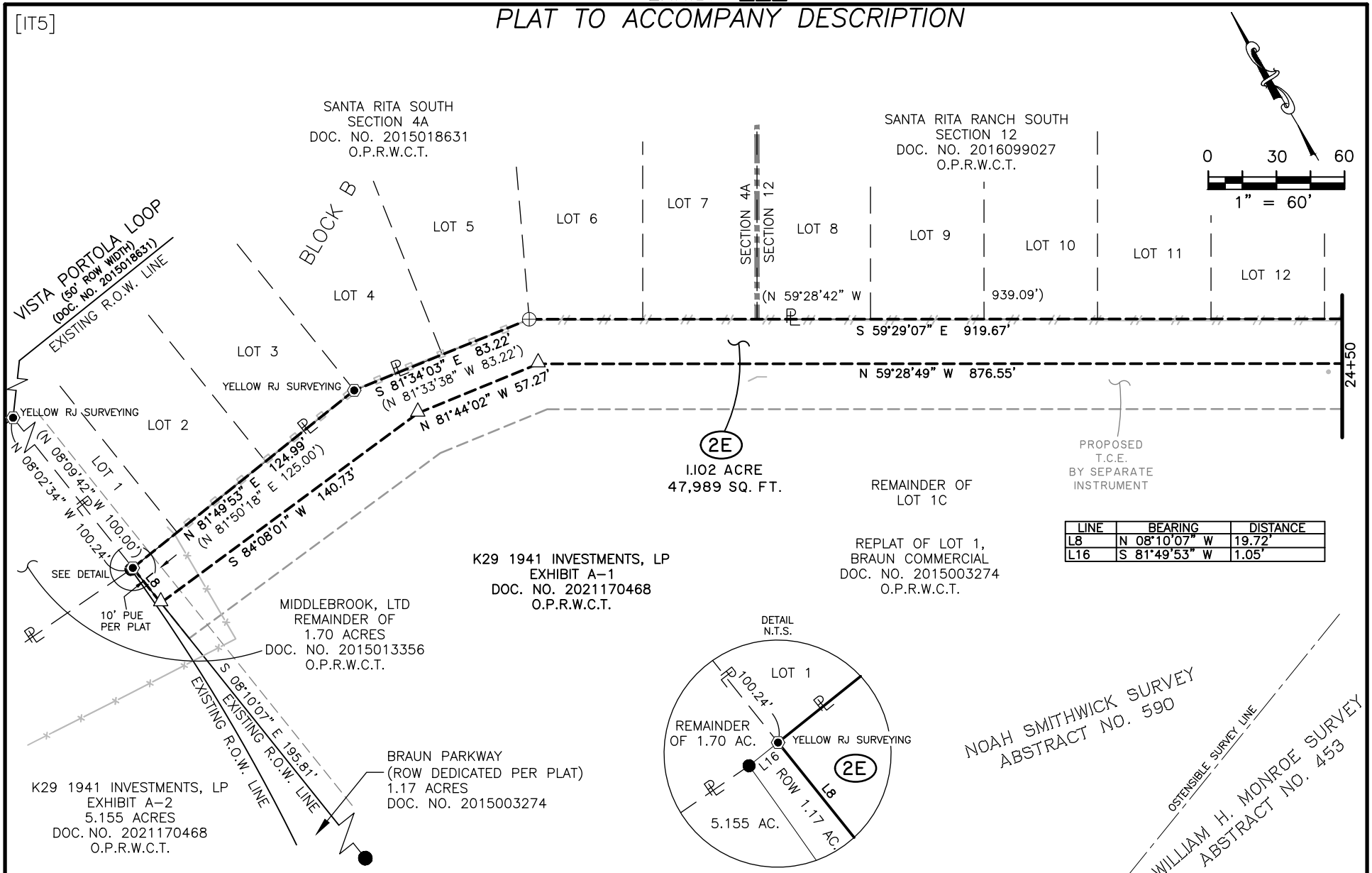
COUNTY
WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2E-K29 1941 INVESTMENTS LP\PARCEL 2E-K29 1941 INVESTMENTS LP-SH7.dwg

EXHIBIT ___

[IT5]

PLAT TO ACCOMPANY DESCRIPTION



LINE	BEARING	DISTANCE
L8	N 08°10'07" W	19.72'
L16	S 81°49'53" W	1.05'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL 2E

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2E-K29 1941 INVESTMENTS LP\PARCEL 2E-K29 1941 INVESTMENTS LP-SH8.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT1]

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985222.

2. THE FOREGOING PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

4. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

5. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY SUBSURFACE UTILITY ENGINEERING (SUE) CONTRACTORS INDICATING QUALITY LEVEL [A/B/C/D] UTILITY LOCATIONS. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

6. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF. NO. GT2604339, EFFECTIVE FEBRUARY 17, 2026, ISSUED MARCH 02, 2026. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B

SECTION 1

RESTRICTIVE COVENANTS RECORDED IN CABINET FF, SLIDES 243-246 PLAT RECORDS, DOCUMENT NO. 2015003274 (PLAT) AND DOCUMENT NO. 2006036301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

SECTION 10

a. EASEMENTS, SETBACK LINES AND ALL OTHER MATTES SHOWN OR STATED ON PLAT OF BRAUN COMMERCIAL, REPLAT OF LOT 1, RECORDED UNDER DOCUMENT NO. 2015003274, OFFICIAL RECORDS, WILLIAMSON COUNTY , TEXAS. (ITS LOCATION IS SHOWN)

b. RIGHT OF WAY EASEMENT DATED MAY 24, 1982, EXECUTED BY PETE KAUFFMAN TO CHISHOLM TRAIL, WSC, RECORDED IN VOLUME 957, PAGE 826, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FORM THE RECORD DOCUMENT)

c. DRAINAGE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005013405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

d. EASEMENT AND RIGHT OF WAY DATED JUNE, 1994, EXECUTED BY C. M. KAUFFMAN AND NELL KAUFFMAN TO GTE SOUTHWEST INCORPORATED, RECORDED IN VOLUME 2565, PAGE 505, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

e. SLOPE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO THE COUNTY OF WILLIAMSON, RECORDED UNDER DOCUMENT NO. 2005013406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

f. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004709, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

g. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

h. UTILITY EASEMENT DATED OCTOBER 4, 2019, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2019095105, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

i. GRADING AND DRAINAGE EASEMENT DATED MARCH 10, 2015, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 23, RECORDED UNDER DOCUMENT NO. 2015109784, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

j. (NOT A SURVEY MATTER)

k. TERMS, PROVISIONS AND STIPULATIONS OF ENTRYWAY LANDSCAPE EASEMENT AGREEMENT DATED MARCH 18, 2020, BY AND BETWEEN WILCO LAND INVESTMENTS I, LLC; WILCO LAND INVESTMENTS II, LLC; WILCO LAND INVESTMENTS III, LLC; AND SANTA RITA C7 INVESTMENTS, LLC, RECORDED UNDER DOCUMENT NO.2020028675, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

l. CONTROL OF ACCESS AS SET OUT IN DEED DATED MARCH 20, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2024022407, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT: BRAUN WATERLINE

COUNTY: WILLIAMSON

PARCEL 2E

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2E-K29 1941 INVESTMENTS LP\PARCEL 2E-K29 1941 INVESTMENTS LP-SH5-9.dwg

m. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, RECORDED UNDER DOCUMENT NO. 2024048299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

n. (NOT A SURVEY MATTER)

o. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2025029719, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

p. (NOT A SURVEY MATTER)

q. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073093, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

r. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073094, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

s. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, BETWEEN K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2024048301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

t. DRAINAGE EASEMENT DATED MAY 6, 2025, EXECUTED BY K29 1941, INVESTMENT, LP TO WILLIAMSON COUNTY MUNICIPAL DISTRICT NO.17, RECORDED UNDER DOCUMENT NO. 2025035418, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

u. UTILITY EASEMENT (UNDERGROUND) DATED AUGUST 25, 2020, EXECUTED BY SANTA RITA C& INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO 2020106046, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

v. (NOT A SURVEY MATTER)

w. RIGHT OF WAY EASEMENT DATED APRIL 17, 1994, EXECUTED BY JOHN E. ISENSEE AND PAULA R. NEW TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RECORDED IN VOLUME 2548, PAGE 11, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

x. WATER LINE EASEMENT DATED MAY 2, 2006, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO C7 (II) RANCH, LTD, RECORDED UNDER DOCUMENT NO. 2006036299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

y. WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 15, 2009, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009012206, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

z. RIGHT OF WAY EASEMENT DATED FEBRUARY 18, 1994, EXECUTED BY BEN FRANK PINN, JR. AND DOLORES PINN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED IN VOLUME 2548, PAGE 65, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

aa. DRAINAGE EASEMENT DATED JANUARY 18, 2005, EXECUTED BY C7II RANCH LTD. TO WILLIAMSON COUNTY,TEXAS, RECORDED UNDER DOCUMENT NO. 2005005032, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

bb. WASTEWATER EASEMENT DATED AUGUST 2, 2016, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19A, RECORDED UNDER DOCUMENT NO. 2016070714, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

cc. UTILITY EASEMENT DATED JANUARY 27, 2017, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2017017298, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

dd. UTILITY EASEMENT DATED JULY 25, 2018, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2018079463, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ee. RIGHT OF WAY EASEMENT DATED SEPTEMBER 23, 1997, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 9743610, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF PARCEL 2E K29 1941 INVESTMENTS, LP	PARCEL 2E
	PROJECT BRAUN WATERLINE / COUNTY WILLIAMSON	

EXHIBIT ___

[IT3]

PLAT TO ACCOMPANY DESCRIPTION

ff. RIGHT OF WAY EASEMENT DATED MAY 21, 1982, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL WSC, RECORDED IN VOLUME 939, PAGE 306, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

gg. (NOT A SURVEY MATTER)

hh. ELECTRIC UTILITY EASEMENT FILED NOVEMBER 27, 2007, EXECUTED BY ROSELLE M. BRAUN TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2007098343, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ii. (NOT A SURVEY MATTER)

jj. UTILITY EASEMENT DATED FEBRUARY 15, 2010, EXECUTED BY 1941, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2010009115, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

kk. TERMS, PROVISIONS AND STIPULATIONS OF WASTEWATER LINE EASEMENT AGREEMENT DATED NOVEMBER 27, 2013, BETWEEN SANTA RITA COMMERCIAL, LLC AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO.13, RECORDED UNDER DOCUMENT NO. 2013114198, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

ll. TEMPORARY DRAINAGE EASEMENT DATED SEPTEMBER 1, 2017, EXECUTED BY SANTA RITA COMMERCIAL, LLC TO PULTE HOMES OF TEXAS, L.P., RECORDED UNDER DOCUMENT NO. 2017083235, OFFICIAL RECORDS, WILLIAMSON COUNTY,TEXAS. (THE SURVEYOR HAS INFORMATION INDICATING THAT IT MAY HAVE BEEN RELEASED OR OTHERWISE TERMINATED)

mm. UTILITY EASEMENT DATED JUNE 1, 2020, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC, RECORDED UNDER DOCUMENT NO. 2020067322, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

nn. (NOT A SURVEY MATTER)

oo. (NOT A SURVEY MATTER)

pp. (NOT A SURVEY MATTER)

qq. (NOT A SURVEY MATTER)

rr. (NOT A SURVEY MATTER)

ss. (NOT A SURVEY MATTER)

tt. (NOT A SURVEY MATTER)

uu. UTILITY EASEMENT DATED APRIL 13, 2022, EXECUTED BY SANTA RITA COMMERCIAL LLLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2022091720, OFFICIAL RECORDS, WILLIAMSON COUNTY , TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

vv. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2025029719, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ww. (NOT A SURVEY MATTER)

xx. (NOT A SURVEY MATTER).

yy. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

zz. RIGHTS OF PARTIES IN POSSESSION.

aaa. (OMITTED)

LEGEND

◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND (UNLESS NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS SURVEY PLAT AND ACCOMPANYING DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS DETERMINED BY A SURVEY MADE ON THE GROUND AUGUST 2025 THROUGH NOVEMBER 2025, BY ME OR UNDER MY DIRECT SUPERVISION AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STATE OF TEXAS
REGISTERED
MICHAEL A. CROFTCHECK
7102
PROFESSIONAL
LAND SURVEYOR

RODRIGUEZ TRANSPORTATION GROUP

MICHAEL A. CROFTCHECK, R.P.L.S.
TEXAS REG. NO. 7102
221 TEXAS AVE, STE B
ROUND ROCK, TEXAS 78664
PHONE 512-231-9544
TBPELS FIRM REG. #10194918

03/03/2026

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

PARCEL 2E

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2E-K29 1941 INVESTMENTS LP\PARCEL 2E-K29 1941 INVESTMENTS LP-SH5-9.dwg

EXHIBIT_____
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.085 ACRE (47,264 SQUARE FEET), TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF LOT 1C, AS SHOWN ON THE REPLAT OF LOT 1, BRAUN COMMERCIAL, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015003274, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), DESCRIBED IN DEED TO K29 1941 INVESTMENTS, LP, DATED NOVEMBER 08, 2021 RECORDED IN DOCUMENT NO. 2021170468, O.P.R.W.C.T., SAID 1.085 ACRE (47,264 SQUARE FEET) TRACT OF LAND SURVEYED BY MICHAEL A. CROFTCHECK, R.P.L.S., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,206,189.86, E=3,081,627.53), said point being in the westerly boundary line of that called 136.852 acre tract of land described in a Deed to K29 1941 Investments, LP, recorded in Document No. 2021170466, O.P.R.W.C.T., same line being the easterly boundary line of said remainder of Lot 1C, said point being the southeasterly corner of a Proposed Permanent Easement by separate Instrument, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with yellow cap stamped “RJ SURVEYING” found, being the southeasterly corner of Lot 51, Block B, as shown on Santa Rita Ranch South Section 13, a subdivision of record in Document No. 2017112162, O.P.R.W.C.T., same point being the northeasterly corner of that called 2.71 acre tract of land described in a General Warranty Deed to Williamson County Municipal Utility District No. 19, as recorded in Document No. 2022110266, O.P.R.W.C.T. bears, North 15°40’01” East, at a distance of 273.17 feet;

1) **THENCE,** with the common boundary line of said 136.852 acre tract, and said remainder of Lot 1C, **South 15°40’01” West,** for a distance of **24.00** feet to a calculated point, for the southeasterly corner of the herein described parcel, and from which an iron rod with destroyed yellow cap found, being in said common boundary line of the remainder of Lot 1C, and the 136.852 acre tract, bears South 15°40'01" West, at a distance of 411.84' feet;

THENCE, departing said westerly boundary line of the 136.852 acre tract, through the interior of said remainder of Lot 1C, the following fifteen (15) courses:

2) **South 72°06'15" West,** for a distance of **3.72** feet to a calculated point;

3) **North 61°38'40" West,** for a distance of **81.90** feet to a calculated point;

4) **North 60°10'45" West,** for a distance of **53.21** feet to a calculated point;

5) **North 58°21'27" West,** for a distance of **118.13** feet to a calculated point;

6) **North 57°38'25" West,** for a distance of **232.36** feet to a calculated point;

7) **North 07°37'37" West,** for a distance of **47.27** feet to a calculated point;

8) **North 20°15'19" East,** for a distance of **150.23** feet to a calculated point;

9) **North 01°13'42" West,** for a distance of **20.95** feet to a calculated point;

10) **North 12°28'42" West,** for a distance of **12.96** feet to a calculated point;

11) **North 57°52'43" West,** for a distance of **238.68'** to a calculated point;

12) **North 59°28'24" West,** for a distance of **312.58** feet to a calculated point;

13) **North 13°38'41" West,** for a distance of **35.09** feet to a calculated point;

14) **North 59°28'49" West,** for a distance of **864.16** feet to a calculated point;

15) **North 81°44'02" West,** for a distance of **50.86** feet to a calculated point;

16) **South 84°08'01" West,** for a distance of **137.44** feet to a calculated point, being on the existing easterly right-of-way (ROW) line of Braun Parkway (variable ROW width) (shown as 1.17 acres), on said Replat of Lot 1, Braun Commercial Subdivision, said point being in the westerly boundary line of said remainder of Lot 1C, for the southwesterly corner of the herein described parcel, and from which a 1/2 inch iron rod found in said existing easterly ROW line bears South 08°10'07" East, at a distance of 175.79 feet**;**

17) **THENCE, North 08°10'07" West,** with said existing easterly ROW line, same line being the westerly boundary line of said remainder of Lot 1C, for a distance of **20.02** feet to a calculated point, being the southwesterly corner of said Proposed Permanent Easement, for the northwesterly corner of the herein described parcel and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, said point being the southwesterly corner of Lot 1, Block B, as shown on Santa Rita South Section 4A, a subdivision of record in Document No. 2015018631, O.P.R.W.C.T., same being the southeasterly corner of that called 1.70 acre remainder tract of land described in a Special Warranty Deed to Middlebrook, LTD, recorded in Document No. 2015013356, O.P.R.W.C.T., said point also being the northwesterly corner of the remainder of said Lot 1C and the northeasterly corner of said 1.17 acre Braun Parkway ROW tract, bears North 08°10'07" West, at a distance of 19.72 feet**;**

THENCE, departing said 1.17 acre Braun Parkway ROW, with the southerly line of said Proposed Permanent Easement, through the interior of said remainder of Lot 1C, the following fifteen (15) courses:

18) **North 84°08'01" East,** for a distance of **140.73** feet to a calculated point**;**

19) **South 81°44'02" East,** for a distance of **57.27** feet to a calculated point**;**

20) **South 59°28'49" East,** for a distance of **876.55** feet to a calculated point**;**

21) **South 13°38'41" East,** for a distance of **35.09** feet to a calculated point**;**

22) **South 59°28'24" East,** for a distance of **304.40** feet to a calculated point**;**

23) **South 57°52'43" East,** for a distance of **247.33** feet to a calculated point**;**

24) **South 12°28'42" East,** for a distance of **23.30** feet to a calculated point**;**

25) **South 01°13'42" East,** for a distance of **26.72** feet to a calculated point**;**

26) **South 20°15'19" West,** for a distance of **150.08** feet to a calculated point**;**

27) **South 06°50'06" East,** for a distance of **31.32** feet to a calculated point**;**

28) **South 57°38'25" East,** for a distance of **224.10** feet to a calculated point**;**

29) **South 58°21'27" East,** for a distance of **117.69** feet to a calculated point**;**

30) **South 60°10'45" East,** for a distance of **52.64** feet to a calculated point**;**

31) **South 61°38'40" East,** for a distance of **73.10** feet to a calculated point**;**

32) **North 72°06'15" East,** for a distance of **8.44** feet to the **POINT OF BEGINNING**, containing 1.085 acres, (47,264 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey feet. All distances shown hereon are surface values represented in U.S. Survey feet based on a surface-to-grid combined adjustment factor of 0.99985222.

The foregoing property description is accompanied by a separate parcel plat.

The use of the word “certify” or “certification” on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and was determined by a survey made on the ground during the months of August 2025 through November 2025, by me or under my direct supervision and represents the facts found at the time of the survey.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Rodriguez Transportation Group



Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
221 Texas Ave, Ste B
Round Rock, Texas 78664
Phone 512-231-9544
TBPELS Firm Reg. #10194918

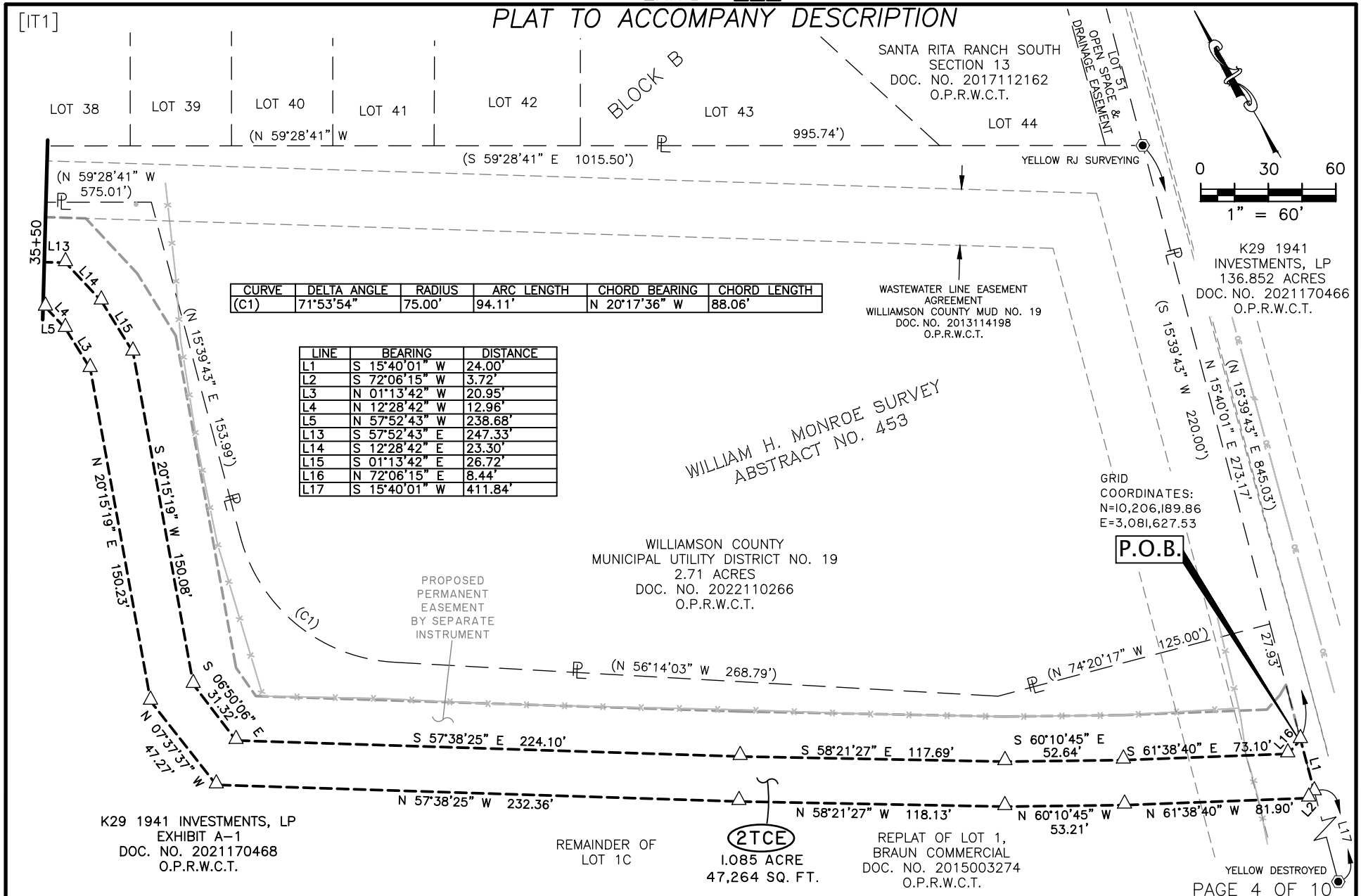
06/02/2026

[IT3]S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2TCE-K29 INVESTMENTS LP\2TCE-K29 INVESTMENTS 1941 LP.docx

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT1]



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
(C1)	71°53'54"	75.00'	94.11'	N 20°17'36" W	88.06'

LINE	BEARING	DISTANCE
L1	S 15°40'01" W	24.00'
L2	S 72°06'15" W	3.72'
L3	N 01°13'42" W	20.95'
L4	N 12°28'42" W	12.96'
L5	N 57°52'43" W	238.68'
L13	S 57°52'43" E	247.33'
L14	S 12°28'42" E	23.30'
L15	S 01°13'42" E	26.72'
L16	N 72°06'15" E	8.44'
L17	S 15°40'01" W	411.84'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

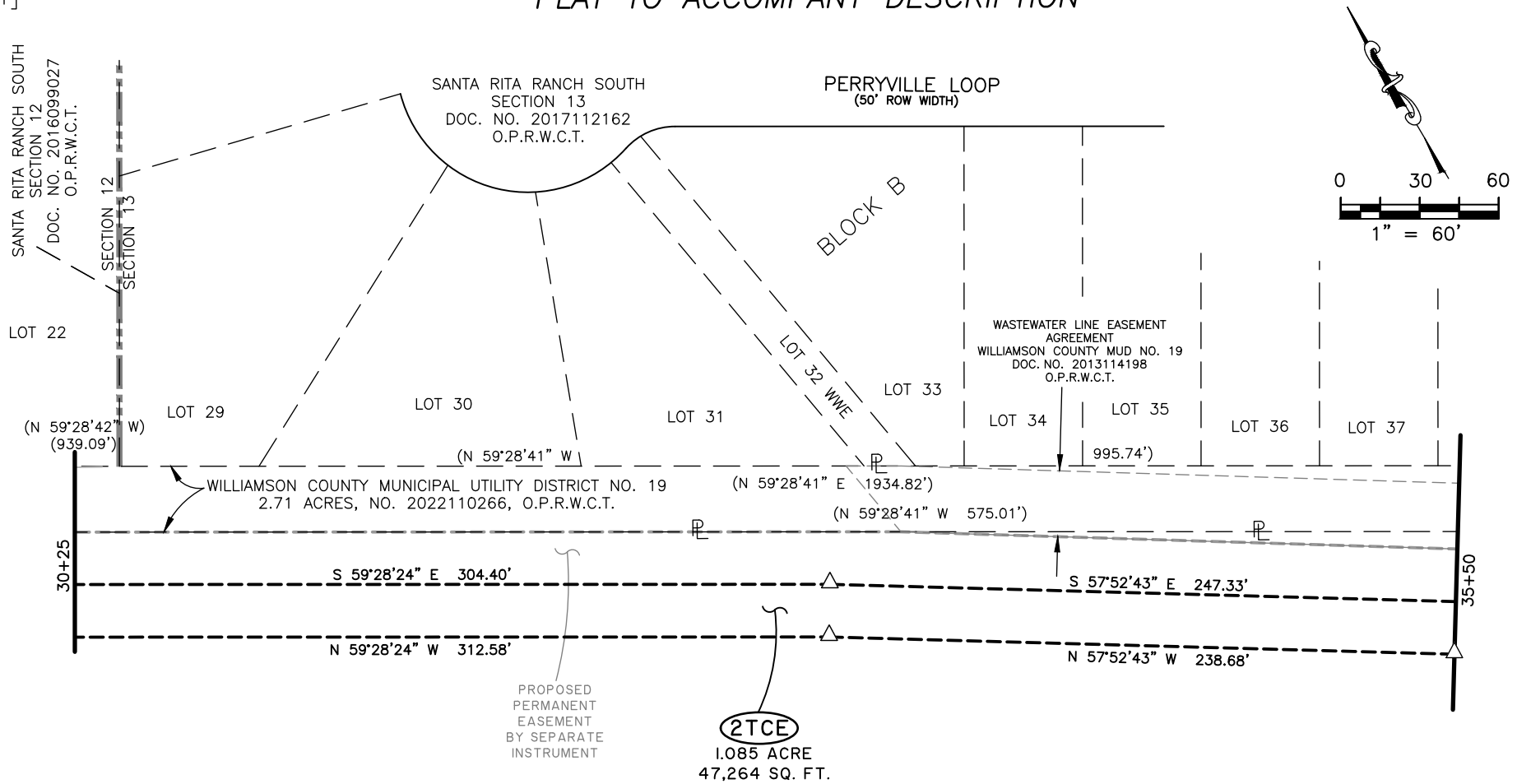
PARCEL 2TCE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2TCE-K29 INVESTMENTS LP\PARCEL 2TCE-K29 1941 INVESTMENTS LP-SH4-8.dwg

EXHIBIT ___

[IT1]

PLAT TO ACCOMPANY DESCRIPTION



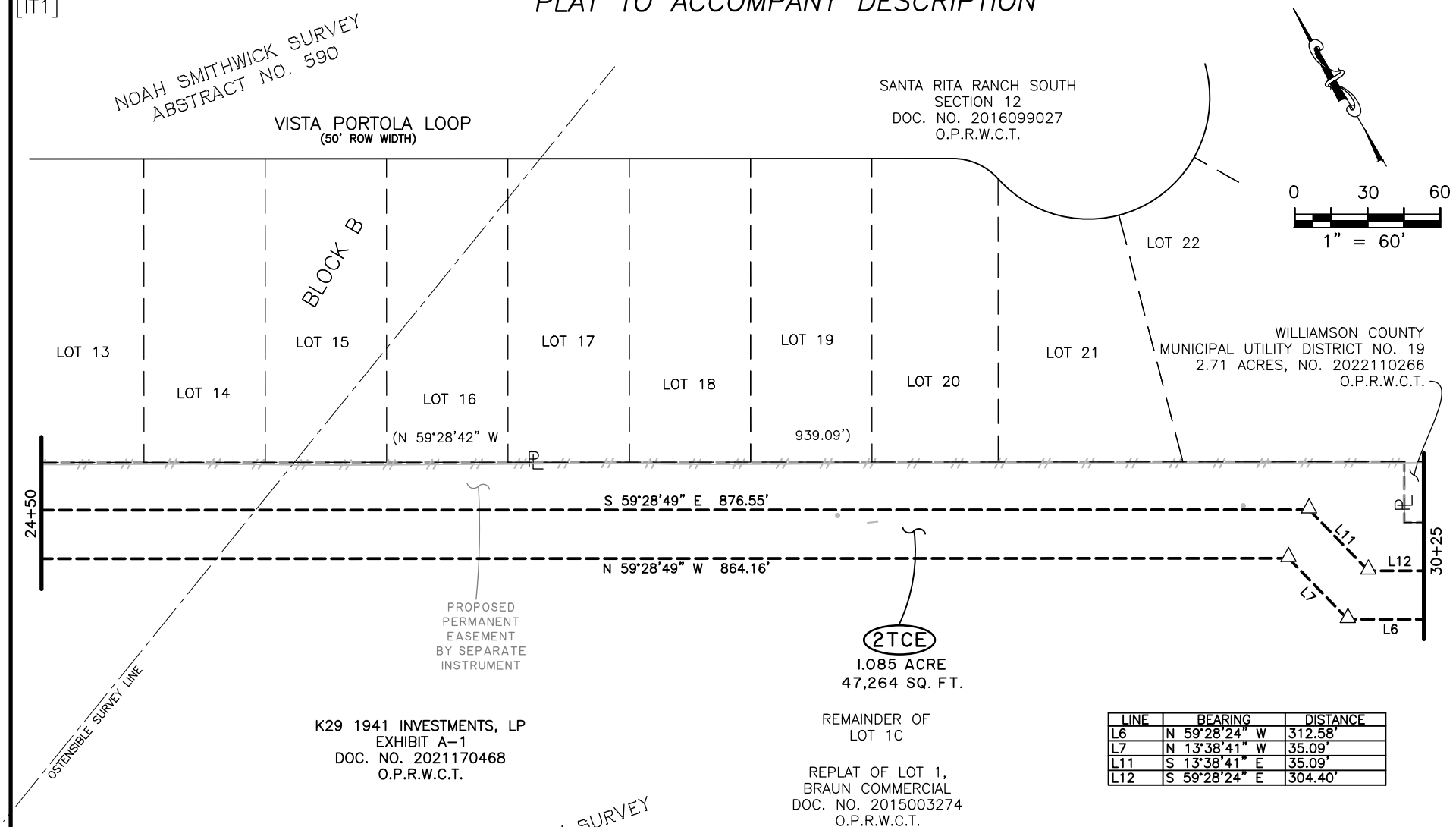
RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL 2TCE
	PROJECT BRAUN WATERLINE	COUNTY WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2TCE-K29 INVESTMENTS LP\PARCEL 2TCE-K29 1941 INVESTMENTS LP-SH5.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT1]



LINE	BEARING	DISTANCE
L6	N 59°28'24" W	312.58'
L7	N 13°38'41" W	35.09'
L11	S 13°38'41" E	35.09'
L12	S 59°28'24" E	304.40'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL 2TCE

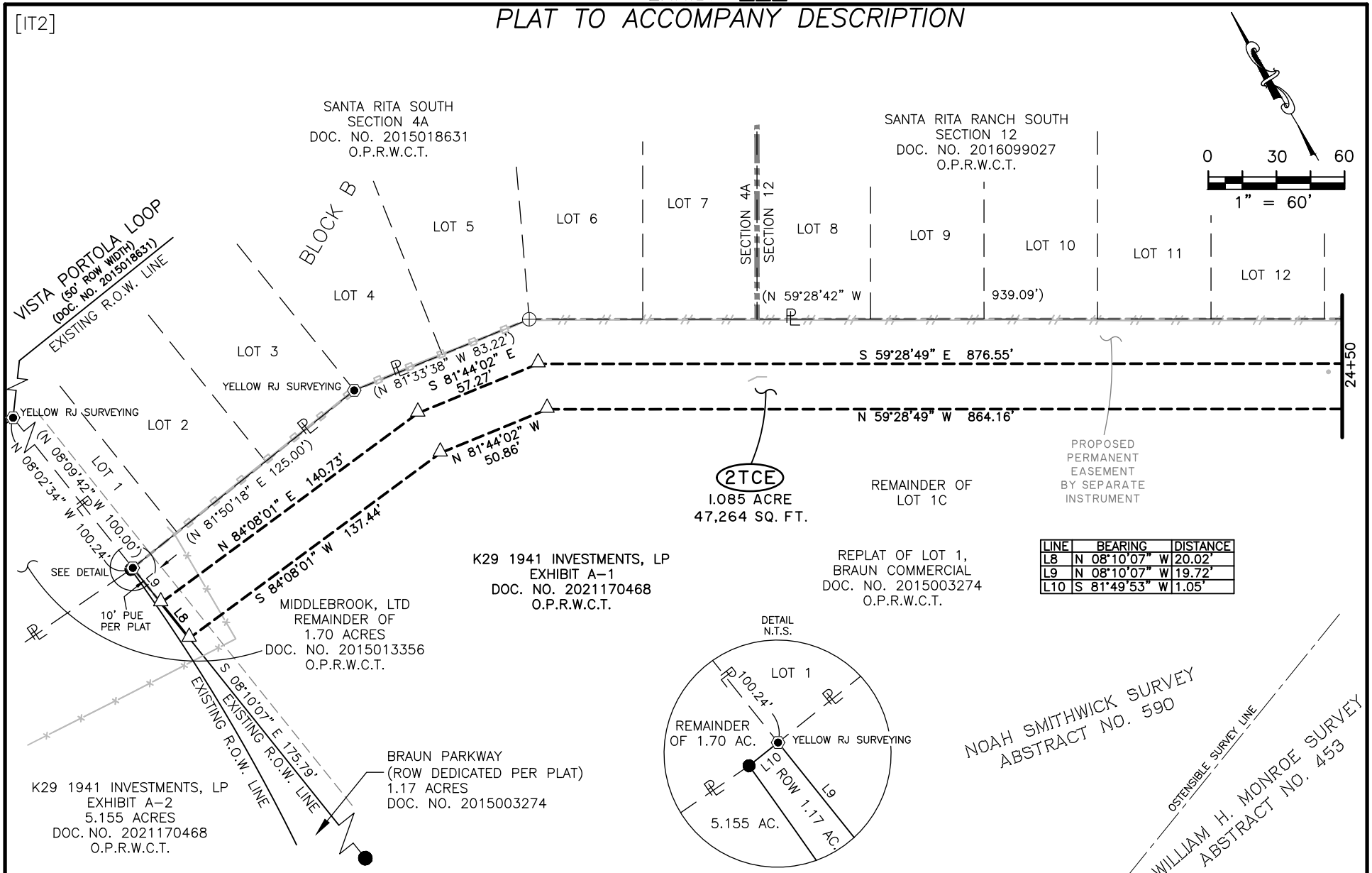
PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2TCE-K29 INVESTMENTS LP\PARCEL 2TCE-K29 1941 INVESTMENTS LP-SH6.dwg

EXHIBIT ___

[IT2]

PLAT TO ACCOMPANY DESCRIPTION



LINE	BEARING	DISTANCE
L8	N 08°10'07" W	20.02'
L9	N 08°10'07" W	19.72'
L10	S 81°49'53" W	1.05'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL 2TCE

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2TCE-K29 INVESTMENTS LP\PARCEL 2TCE-K29 I941 INVESTMENTS LP-SH7.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT3]

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985222.

2. THE FOREGOING PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

4. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

5. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY SUBSURFACE UTILITY ENGINEERING (SUE) CONTRACTORS INDICATING QUALITY LEVEL [A/B/C/D] UTILITY LOCATIONS. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

6. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF. NO. GT2604339, EFFECTIVE APRIL 28, 2026, ISSUED MAY 19, 2026. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B

SECTION I

RESTRICTIVE COVENANTS RECORDED IN CABINET FF, SLIDES 243-246 PLAT RECORDS, DOCUMENT NO. 2015003274 (PLAT) AND DOCUMENT NO. 2006036301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

SECTION 10

a. EASEMENTS, SETBACK LINES AND ALL OTHER MATTES SHOWN OR STATED ON PLAT OF BRAUN COMMERCIAL, REPLAT OF LOT 1, RECORDED UNDER DOCUMENT NO. 2015003274, OFFICIAL RECORDS, WILLIAMSON COUNTY , TEXAS. (ITS LOCATION IS SHOWN)

b. RIGHT OF WAY EASEMENT DATED MAY 24, 1982, EXECUTED BY PETE KAUFFMAN TO CHISHOLM TRAIL, WSC, RECORDED IN VOLUME 957, PAGE 826, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FORM THE RECORD DOCUMENT)

c. DRAINAGE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005013405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

d. EASEMENT AND RIGHT OF WAY DATED JUNE, 1994, EXECUTED BY C. M. KAUFFMAN AND NELL KAUFFMAN TO GTE SOUTHWEST INCORPORATED, RECORDED IN VOLUME 2565, PAGE 505, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

e. SLOPE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO THE COUNTY OF WILLIAMSON, RECORDED UNDER DOCUMENT NO. 2005013406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

f. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004709, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

g. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

h. UTILITY EASEMENT DATED OCTOBER 4, 2019, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2019095105, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

i. GRADING AND DRAINAGE EASEMENT DATED MARCH 10, 2015, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 23, RECORDED UNDER DOCUMENT NO. 2015109784, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

j. (NOT A SURVEY MATTER)

k. TERMS, PROVISIONS AND STIPULATIONS OF ENTRYWAY LANDSCAPE EASEMENT AGREEMENT DATED MARCH 18, 2020, BY AND BETWEEN WILCO LAND INVESTMENTS I, LLC; WILCO LAND INVESTMENTS II, LLC; WILCO LAND INVESTMENTS III, LLC; AND SANTA RITA C7 INVESTMENTS, LLC, RECORDED UNDER DOCUMENT NO.2020028675, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

l. CONTROL OF ACCESS AS SET OUT IN DEED DATED MARCH 20, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2024022407, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL 2TCE
	PROJECT: BRAUN WATERLINE / COUNTY: WILLIAMSON	

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2TCE-K29 INVESTMENTS LP\PARCEL 2TCE-K29 1941 INVESTMENTS LP-SH4-8.dwg

[IT1]

PLAT TO ACCOMPANY DESCRIPTION

m. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, RECORDED UNDER DOCUMENT NO. 2024048299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

n. (NOT A SURVEY MATTER)

o. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2025029719, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

p. (NOT A SURVEY MATTER)

q. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073093, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

r. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073094, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

s. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, BETWEEN K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2024048301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

t. DRAINAGE EASEMENT DATED MAY 6, 2025, EXECUTED BY K29 1941, INVESTMENT, LP TO WILLIAMSON COUNTY MUNICIPAL DISTRICT NO.17, RECORDED UNDER DOCUMENT NO. 2025035418, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

u. UTILITY EASEMENT (UNDERGROUND) DATED AUGUST 25, 2020, EXECUTED BY SANTA RITA C& INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO 2020106046, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

v. (NOT A SURVEY MATTER)

w. RIGHT OF WAY EASEMENT DATED APRIL 17, 1994, EXECUTED BY JOHN E. ISENSEE AND PAULA R. NEW TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RECORDED IN VOLUME 2548, PAGE 11, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

x. WATER LINE EASEMENT DATED MAY 2, 2006, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO C7 (II) RANCH, LTD, RECORDED UNDER DOCUMENT NO. 2006036299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

y. WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 15, 2009, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009012206, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

z. RIGHT OF WAY EASEMENT DATED FEBRUARY 18, 1994, EXECUTED BY BEN FRANK PINN, JR. AND DOLORES PINN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED IN VOLUME 2548, PAGE 65, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

aa. DRAINAGE EASEMENT DATED JANUARY 18, 2005, EXECUTED BY C7II RANCH LTD. TO WILLIAMSON COUNTY,TEXAS, RECORDED UNDER DOCUMENT NO. 2005005032, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

bb. WASTEWATER EASEMENT DATED AUGUST 2, 2016, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19A, RECORDED UNDER DOCUMENT NO. 2016070714, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

cc. UTILITY EASEMENT DATED JANUARY 27, 2017, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2017017298, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

dd. UTILITY EASEMENT DATED JULY 25, 2018, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2018079463, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ee. RIGHT OF WAY EASEMENT DATED SEPTEMBER 23, 1997, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 9743610, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ff. RIGHT OF WAY EASEMENT DATED MAY 21, 1982, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL WSC, RECORDED IN VOLUME 939, PAGE 306, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

gg. (NOT A SURVEY MATTER)

hh. ELECTRIC UTILITY EASEMENT FILED NOVEMBER 27, 2007, EXECUTED BY ROSELLE M. BRAUN TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2007098343, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL 2TCE
	PROJECT BRAUN WATERLINE / COUNTY WILLIAMSON	

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2TCE-K29 INVESTMENTS LP\PARCEL 2TCE-K29 1941 INVESTMENTS LP-SH4-8.dwg

ii. (NOT A SURVEY MATTER)

jj. UTILITY EASEMENT DATED FEBRUARY 15, 2010, EXECUTED BY 1941, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2010009115, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

kk. TERMS, PROVISIONS AND STIPULATIONS OF WASTEWATER LINE EASEMENT AGREEMENT DATED NOVEMBER 27, 2013, BETWEEN SANTA RITA COMMERCIAL, LLC AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO.13, RECORDED UNDER DOCUMENT NO. 2013114198, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

ll. TEMPORARY DRAINAGE EASEMENT DATED SEPTEMBER 1, 2017, EXECUTED BY SANTA RITA COMMERCIAL, LLC TO PULTE HOMES OF TEXAS, L.P., RECORDED UNDER DOCUMENT NO. 2017083235, OFFICIAL RECORDS, WILLIAMSON COUNTY,TEXAS. (THE SURVEYOR HAS INFORMATION INDICATING THAT IT MAY HAVE BEEN RELEASED OR OTHERWISE TERMINATED)

mm. UTILITY EASEMENT DATED JUNE 1, 2020, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC, RECORDED UNDER DOCUMENT NO. 2020067322, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

nn. (NOT A SURVEY MATTER)

oo. (NOT A SURVEY MATTER)

pp. (NOT A SURVEY MATTER)

qq. (NOT A SURVEY MATTER)

rr. (NOT A SURVEY MATTER)

ss. (NOT A SURVEY MATTER)

tt. (NOT A SURVEY MATTER)

uu. UTILITY EASEMENT DATED APRIL 13, 2022, EXECUTED BY SANTA RITA COMMERCIAL LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2022091720, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

vv. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2025029719, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ww. (NOT A SURVEY MATTER)

xx. (NOT A SURVEY MATTER).

yy. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

zz. RIGHTS OF PARTIES IN POSSESSION.

aaa. ITEM INTENTIONALLY DELETED

bbb. WASTEWATER EASEMENT DATED FEBRUARY 26, 2026, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO 17, RECORDED UNDER DOCUMENT NO. 2026015335, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ccc. FENCES ENCROACHING OVER PROPERTY LINES AS SHOWN ON SURVEYS DATED MARCH 3, 2026, AND MAY 5, 2026 PREPARED BY MICHAEL A. CROFTCHECK, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7102, RODRIGUEZ TRANSPORTATION GROUP. (AS SHOWN)

ddd. WATERLINE EASEMENT DESCRIBED IN QUITCLAIM DATED FEBRUARY 13, 2019, BY CITY OF GEORGETOWN TO MIDDLEBROOK, LTD., RECORDED UNDER DOCUMENT NO. 2019017256, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

eee. TERMS AND PROVISIONS OF COMMON IMPROVEMENTS MAINTENANCE AGREEMENT EFFECTIVE DATE APRIL 22, 2026, BETWEEN K29 1941 INVESTMENTS, LP AND PD ATX RANCH CENTER LP, RECORDED UNDER DOCUMENT NO. 2026032651, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, INCLUDING BUT NOT LIMITED TO PROVISION FOR LANDSCAPE EASEMENTS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

LEGEND

⊛	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND (UNLESS NOTED)
△	CALCULATED POINT
PL	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS SURVEY PLAT AND ACCOMPANYING DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS DETERMINED BY A SURVEY MADE ON THE GROUND AUGUST 2025 THROUGH NOVEMBER 2025, BY ME OR UNDER MY DIRECT SUPERVISION AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STATE OF TEXAS
REGISTERED
MICHAEL A. CROFTCHECK
7102
PROFESSIONAL
LAND SURVEYOR

RODRIGUEZ TRANSPORTATION GROUP

MICHAEL A. CROFTCHECK, R.P.L.S.
TEXAS REG. NO. 7102
221 TEXAS AVE, STE B
ROUND ROCK, TEXAS 78664
PHONE 512-231-9544
TBPELS FIRM REG. #10194918

06/02/2026

REV	DATE	DESCRIPTION
1	5/28/26	REVISED TITLE COMMITMENT ITEMS

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

PARCEL 2TCE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 2TCE-K29 INVESTMENTS LP\PARCEL 2TCE-K29 1941 INVESTMENTS LP-SH4-8.dwg

EXHIBIT_____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3949 ACRE (17,201 SQUARE FEET), TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.155 ACRE TRACT OF LAND (EXHIBIT A-2), DESCRIBED IN A DEED TO K29 1941 INVESTMENTS, LP, DATED NOVEMEBER 08, 2021, RECORDED IN DOCUMENT NO. 2021170468, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.3949 ACRE (17,201 SQUARE FEET) TRACT OF LAND SURVEYED BY MICHAEL A. CROFTCHECK, R.P.L.S., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found (Grid Coordinates determined as N=10,207,429.60, E=3,079,827.34), being the northwesterly corner of that called 1.17 acre Braun Parkway Right-of-Way (ROW) Dedication (variable ROW width), as shown on Replat of Lot 1, Braun Commercial, a subdivision of record in Document No. 2015003274, O.P.R.W.C.T., said point being in the southerly boundary line of the remainder of that called 1.70 acre tract of land described in a Special Warranty Deed to Middlebrook, Ltd, recorded in Document No. 2015013356, O.P.R.W.C.T., for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being the southeasterly corner of said remainder of the 1.70 acre tract, same point being the southwesterly corner of Lot 1, Block B, Santa Rita South Section 4A, a subdivision of record in Document No. 2015018631, O.P.R.W.C.T., also being the northwesterly corner of the remainder of Lot 1C, of said Replat of Lot 1, Braun Commercial Subdivision, and the northeasterly corner of said 5.155 acre tract bears, North 81°49'53" East, at a distance of 1.05 feet;

1) **THENCE,** with the curving existing westerly ROW line of Braun Parkway, same line being the easterly boundary line of said 5.155 acre tract, along a curve to the right, having a delta angle of **01°20'29"**, a radius of **840.00** feet, an arc length of **19.67** feet, and a chord which bears **South 04°38'41" East** for a distance of **19.66** feet to a calculated point, and from which a 1/2 inch iron rod found, bears along said existing curving westerly ROW line of Braun Parkway, along a curve to the right, having a delta angle of 23°49'32", a radius of 840.00 feet, an arc length of 349.30 feet, and a chord which bears South 07°56'19" West, at a distance of 346.79 feet;

THENCE, departing said existing westerly Braun Parkway ROW, through the interior of said 5.155 acre tract, the following seven (7) courses:

2) **South 84°08'01" West,** for a distance of **2.47** feet to a calculated point;

3) **South 85°57'29" West,** for a distance of **47.61** feet to a calculated point;

4) **South 85°25'55" West,** for a distance of **39.86** feet to a calculated point, for the beginning of a non-tangent curve to the right;

5) along said curve to the right, having a delta angle of **22°57'56"**, a radius of **760.90** feet, an arc length of **304.99** feet, and a chord which bears **South 08°17'55" West** for a distance of **302.95** feet to a calculated point;

6) **South 19°52'07" West,** for a distance of **264.97** feet to a calculated point;

7) **South 63°51'27" West,** for a distance of **45.36** feet to a calculated point;

8) **North 72°09'07" West,** for a distance of **56.75** feet to a calculated point, being in the easterly boundary line of that called 10.00 acre tract of land described in an Assumption Warranty Deed with Vendor's Lien to Duncan Lee Forest, recorded in Volume 1990, Page 804, of the Deed Records of Williamson County, Texas, D.R.W.C.T., same line being the westerly boundary line of said 5.155 acre tract, for the southwesterly corner of the herein described parcel, and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being on the northerly ROW line of S.H. 29 (variable ROW width), same point being the southeasterly corner of said 10.00 acre tract and the southwesterly corner of said 5.155 acre tract bears, South 07°29'02" East, at a distance of 198.49 feet;

9) **THENCE, North 07°29'02" West,** with the common boundary line of said 10.00 acre tract, and said 5.155 acre tract, for a distance of **22.13** feet to a calculated point, and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being an angle point in said common boundary line of the 10.00 acre tract and the 5.155 acre tract bears, North 07°29'02" West, at a distance of 393.97 feet;

THENCE, departing said 10.00 acre tract, through the interior of said 5.155 acre tract, the following six (6) courses:

10) **South 72°09'07" East,** for a distance of **58.14** feet to a calculated point;

11) **North 63°51'27" East,** for a distance of **29.20** feet to a calculated point;

12) **North 19°52'07" East,** for a distance of **256.87** feet to a calculated point, for the beginning of a tangent curve to the left;

13) along said curve to the left, having a delta angle of **23°51'06"**, a radius of **740.90** feet, an arc length of **308.43** feet, and a chord which bears **North 07°51'15" East,** for a distance of **306.21** feet to a calculated point;

14) **North 48°50'31" West,** for a distance of **21.76** feet to a calculated point;

15) **North 07°52'12" West,** for a distance of **79.64** feet to a calculated point, being in the southerly boundary line of Lot 1, Block A, as shown on Santa Rita Elementary Addition, a subdivision of record in Document No. 2020074745, O.P.R.W.C.T., and the northerly boundary line of said 5.155 acre tract, for the northwesterly corner of the herein described parcel, and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being an angle point in the common boundary line of said Lot 1 and said 5.155 acre tract bears, South 81°50'39" West, at a distance of 117.18 feet;

16) **THENCE, North 81°50'39" East,** with said common boundary line of Lot 1, and the 5.155 acre tract, for a distance of **20.00** feet to a calculated point, being in the westerly line of a called 0.3435 acre Waterline Easement described in a Quitclaim Deed from the City of Georgetown to Middlebrook, Ltd. recorded in Document No. 2019017256, O.P.R.W.C.T.;

17) **THENCE, South 07°52'12" East,** departing said Lot 1, with said westerly Waterline Easement Line, through the interior of said 5.155 acre tract, for a distance of **72.27** feet to a calculated point;

18) **THENCE, South 48°50'31" East,** departing said westerly Waterline Easement Line, continuing through the interior of said 5.155 acre tract, for a distance of **22.07** feet to an iron rod with yellow cap stamped "RJ SURVEYING" found, being the southwesterly corner of said remainder of 1.70 acre tract;

19) **THENCE, North 86°06'33" East,** with the common boundary line of said remainder of 1.70 acre tract, and said 5.155 acre tract, for a distance of **89.97** feet to the **POINT OF BEGINNING**, containing 0.3949 acre, (17,201 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey feet. All distances shown hereon are surface values represented in U.S. Survey feet based on a surface-to-grid combined adjustment factor of 0.99985222.

The foregoing property description is accompanied by a separate parcel plat.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

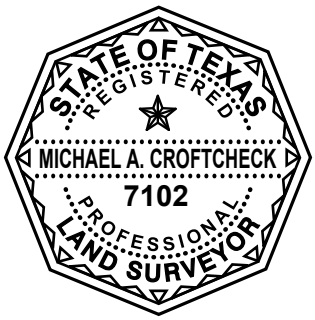
The subject tract shown hereon is an easement, monuments were not set for corners.

I hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and was determined by a survey made on the ground during the months of August 2025 through November 2025, by me or under my direct supervision and represents the facts found at the time of the survey.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Rodriguez Transportation Group





Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
221 Texas Ave, Ste B
Round Rock, Texas 78664
Phone 512-231-9544
TBPELS Firm Reg. #10194918

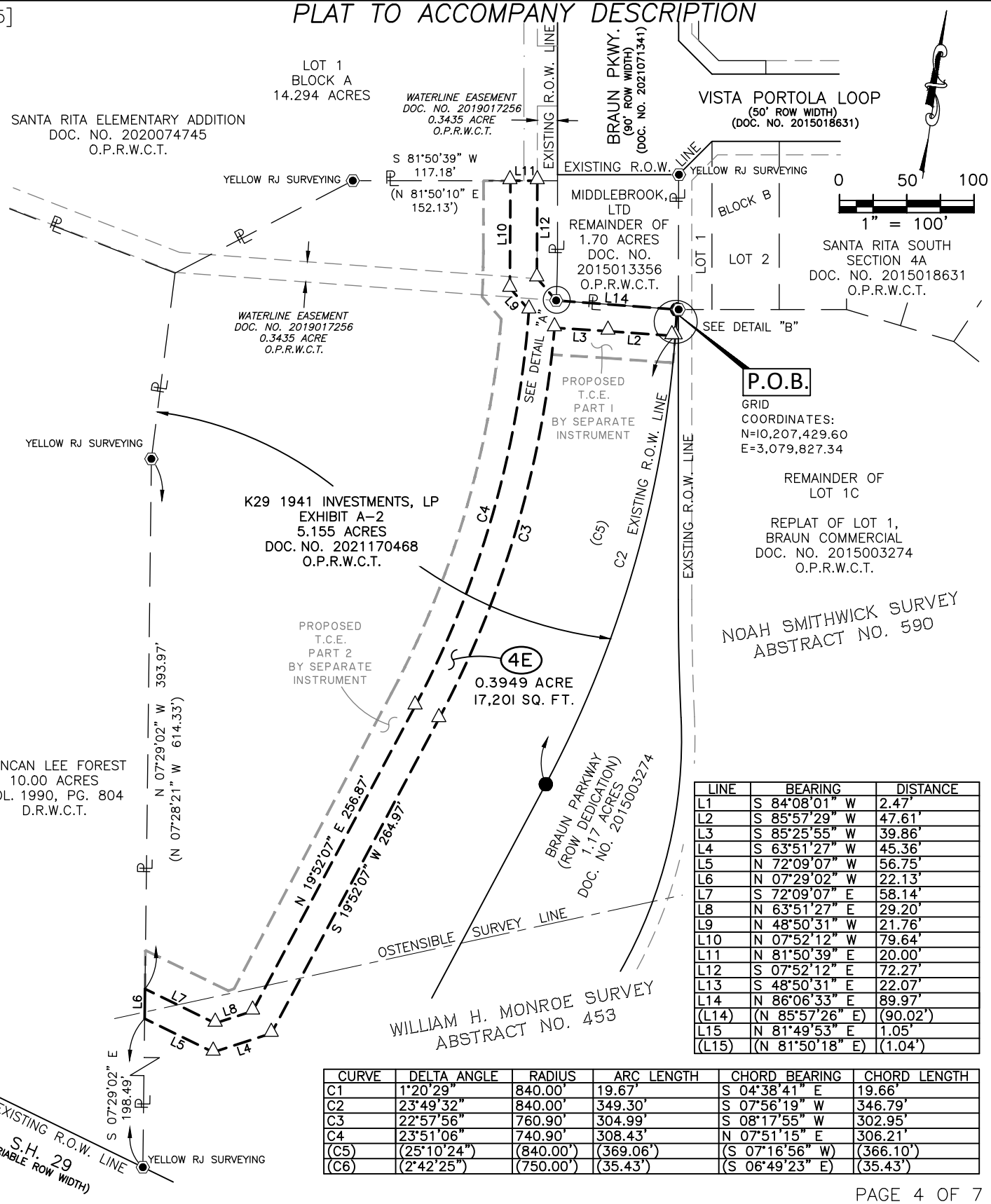
06/02/2026

[IT7] S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 4E-K29 1941 INVESTMENTS LP\4E-K29 INVESTMENTS 1941 LP-REV.docx

EXHIBIT ___

[IT5]

PLAT TO ACCOMPANY DESCRIPTION



LINE	BEARING	DISTANCE
L1	S 84°08'01" W	2.47'
L2	S 85°57'29" W	47.61'
L3	S 85°25'55" W	39.86'
L4	S 63°51'27" W	45.36'
L5	N 72°09'07" W	56.75'
L6	N 07°29'02" W	22.13'
L7	S 72°09'07" E	58.14'
L8	N 63°51'27" E	29.20'
L9	N 48°50'31" W	21.76'
L10	N 07°52'12" W	79.64'
L11	N 81°50'39" E	20.00'
L12	S 07°52'12" E	72.27'
L13	S 48°50'31" E	22.07'
L14	N 86°06'33" E	89.97'
(L14)	(N 85°57'26" E)	(90.02')
L15	N 81°49'53" E	1.05'
(L15)	(N 81°50'18" E)	(1.04')

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1°20'29"	840.00'	19.67'	S 04°38'41" E	19.66'
C2	23°49'32"	840.00'	349.30'	S 07°56'19" W	346.79'
C3	22°57'56"	760.90'	304.99'	S 08°17'55" W	302.95'
C4	23°51'06"	740.90'	308.43'	N 07°51'15" E	306.21'
(C5)	(25°10'24")	(840.00')	(369.06')	(S 07°16'56" W)	(366.10')
(C6)	(2°42'25")	(750.00')	(35.43')	(S 06°49'23" E)	(35.43')

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL 4E

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 4E-K29 1941 INVESTMENTS LP\PARCEL 4E-K29 1941 INVESTMENTS LP-REV.dwg

EXHIBIT ___

[IT4]

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985222.

2. THE FOREGOING PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

4. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

5. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY SUBSURFACE UTILITY ENGINEERING (SUE) CONTRACTORS INDICATING QUALITY LEVEL [A/B/C/D] UTILITY LOCATIONS. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

6. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF. NO. GT2604339, EFFECTIVE APRIL 28, 2026, ISSUED MAY 19, 2026. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B

SECTION I

RESTRICTIVE COVENANTS RECORDED IN CABINET FF, SLIDES 243-246 PLAT RECORDS, DOCUMENT NO. 2015003274 (PLAT) AND DOCUMENT NO. 200603630I, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

SECTION IO

a. EASEMENTS, SETBACK LINES AND ALL OTHER MATTES SHOWN OR STATED ON PLAT OF BRAUN COMMERCIAL, REPLAT OF LOT I, RECORDED UNDER DOCUMENT NO. 2015003274, OFFICIAL RECORDS, WILLIAMSON COUNTY , TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

b. RIGHT OF WAY EASEMENT DATED MAY 24, 1982, EXECUTED BY PETE KAUFFMAN TO CHISHOLM TRAIL, WSC, RECORDED IN VOLUME 957, PAGE 826, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

c. DRAINAGE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005013405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

d. EASEMENT AND RIGHT OF WAY DATED JUNE, 1994, EXECUTED BY C. M. KAUFFMAN AND NELL KAUFFMAN TO GTE SOUTHWEST INCORPORATED, RECORDED IN VOLUME 2565, PAGE 505, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

e. SLOPE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO THE COUNTY OF WILLIAMSON, RECORDED UNDER DOCUMENT NO. 2005013406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

f. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004709, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

g. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

h. UTILITY EASEMENT DATED OCTOBER 4, 2019, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2019095105, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

i. GRADING AND DRAINAGE EASEMENT DATED MARCH 10, 2015, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 23, RECORDED UNDER DOCUMENT NO. 2015109784, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

j. (NOT A SURVEY MATTER)

k. TERMS, PROVISIONS AND STIPULATIONS OF ENTRYWAY LANDSCAPE EASEMENT AGREEMENT DATED MARCH 18, 2020, BY AND BETWEEN WILCO LAND INVESTMENTS I, LLC; WILCO LAND INVESTMENTS II, LLC; WILCO LAND INVESTMENTS III, LLC; AND SANTA RITA C7 INVESTMENTS, LLC, RECORDED UNDER DOCUMENT NO.2020028675, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

l. CONTROL OF ACCESS AS SET OUT IN DEED DATED MARCH 20, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2024022407, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

m. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, RECORDED UNDER DOCUMENT NO. 2024048299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

n. (NOT A SURVEY MATTER)

o. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 202502971I, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

p. (NOT A SURVEY MATTER)

q. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073093, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL 4E
	PROJECT: BRAUN WATERLINE / COUNTY: WILLIAMSON	

r. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073094, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

s. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, BETWEEN K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2024048301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

t. DRAINAGE EASEMENT DATED MAY 6, 2025, EXECUTED BY K29 1941, INVESTMENT, LP TO WILLIAMSON COUNTY MUNICIPAL DISTRICT NO.17, RECORDED UNDER DOCUMENT NO. 2025035418, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY))

u. UTILITY EASEMENT (UNDERGROUND) DATED AUGUST 25, 2020, EXECUTED BY SANTA RITA C& INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO 2020106046, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

v. (NOT A SURVEY MATTER)

w. RIGHT OF WAY EASEMENT DATED APRIL 17, 1994, EXECUTED BY JOHN E. ISENSEE AND PAULA R. NEW TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RECORDED IN VOLUME 2548, PAGE 11, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

x. WATER LINE EASEMENT DATED MAY 2, 2006, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO C7 (II) RANCH, LTD, RECORDED UNDER DOCUMENT NO. 2006036299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

y. WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 15, 2009, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009012206, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

z. RIGHT OF WAY EASEMENT DATED FEBRUARY 18, 1994, EXECUTED BY BEN FRANK PINN, JR. AND DOLORES PINN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED IN VOLUME 2548, PAGE 65, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

aa. DRAINAGE EASEMENT DATED JANUARY 18, 2005, EXECUTED BY C7II RANCH LTD. TO WILLIAMSON COUNTY,TEXAS, RECORDED UNDER DOCUMENT NO. 2005005032, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

bb. WASTEWATER EASEMENT DATED AUGUST 2, 2016, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19A, RECORDED UNDER DOCUMENT NO. 2016070714, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

cc. UTILITY EASEMENT DATED JANUARY 27, 2017, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2017017298, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

dd. UTILITY EASEMENT DATED JULY 25, 2018, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2018079463, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ee. RIGHT OF WAY EASEMENT DATED SEPTEMBER 23, 1997, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 9743610, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ff. RIGHT OF WAY EASEMENT DATED MAY 21, 1982, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL WSC, RECORDED IN VOLUME 939, PAGE 306, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

gg. (NOT A SURVEY MATTER)

hh. ELECTRIC UTILITY EASEMENT FILED NOVEMBER 27, 2007, EXECUTED BY ROSELLE M. BRAUN TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2007098343, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ii. (NOT A SURVEY MATTER)

jj. UTILITY EASEMENT DATED FEBRUARY 15, 2010, EXECUTED BY 1941, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2010009115, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

kk. TERMS, PROVISIONS AND STIPULATIONS OF WASTEWATER LINE EASEMENT AGREEMENT DATED NOVEMBER 27, 2013, BETWEEN SANTA RITA COMMERCIAL, LLC AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO.13, RECORDED UNDER DOCUMENT NO. 2013114198, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ll. TEMPORARY DRAINAGE EASEMENT DATED SEPTEMBER 1, 2017, EXECUTED BY SANTA RITA COMMERCIAL, LLC TO PULTE HOMES OF TEXAS, L.P., RECORDED UNDER DOCUMENT NO. 2017083235, OFFICIAL RECORDS, WILLIAMSON COUNTY,TEXAS. (THE SURVEYOR HAS INFORMATION INDICATING IT MAY HAVE BEEN RELEASED OR OTHERWISE TERMINATED)

mm. UTILITY EASEMENT DATED JUNE 1, 2020, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC, RECORDED UNDER DOCUMENT NO. 2020067322, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

nn. (NOT A SURVEY MATTER)

oo. (NOT A SURVEY MATTER)

pp. (NOT A SURVEY MATTER)

qq. (NOT A SURVEY MATTER)

rr. (NOT A SURVEY MATTER)

ss. (NOT A SURVEY MATTER)

tt. (NOT A SURVEY MATTER)

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL 4E

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

uu. UTILITY EASEMENT DATED APRIL 13, 2022, EXECUTED BY SANTA RITA COMMERCIAL LLLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2022091720, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

vv. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2025029719, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ww. (NOT A SURVEY MATTER)

xx. (NOT A SURVEY MATTER)

yy. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

zz. RIGHTS OF PARTIES IN POSSESSION.

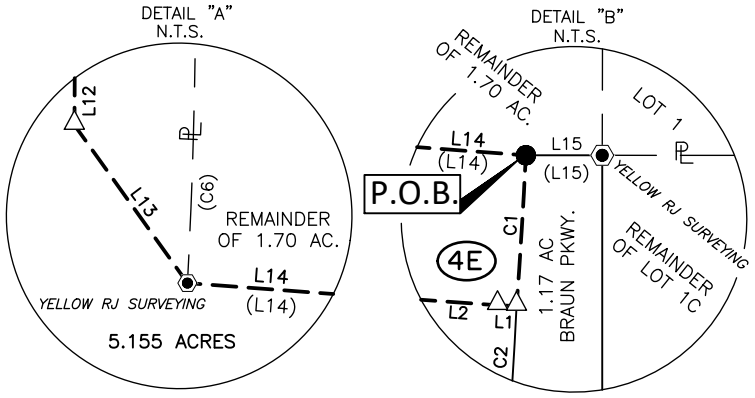
aaa. ITEM INTENTIONALLY DELETED

bbb. WASTEWATER EASEMENT DATED FEBRUARY 26, 2026, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO 17, RECORDED UNDER DOCUMENT NO. 2026015335, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ccc. FENCES ENCROACHING OVER PROPERTY LINES AS SHOWN ON SURVEYS DATED MARCH 20, 2026 AND MAY 5, 2026, PREPARED BY MICHAEL A. CROFTCHECK, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7102, RODRIGUEZ TRANSPORTATION GROUP. (AS SHOWN)

ddd. WATERLINE EASEMENT DESCRIBED IN QUITCLAIM DATED FEBRUARY 13, 2019, BY CITY OF GEORGETOWN TO MIDDLEBROOK, LTD., RECORDED UNDER DOCUMENT NO. 2019017256, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

eee. TERMS AND PROVISIONS OF COMMON IMPROVEMENTS MAINTENANCE AGREEMENT EFFECTIVE DATE APRIL 22, 2026, BETWEEN K29 1941 INVESTMENTS, LP AND PD ATX RANCH CENTER LP, RECORDED UNDER DOCUMENT NO. 2026032651, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, INCLUDING BUT NOT LIMITED TO PROVISION FOR LANDSCAPE EASEMENTS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)



LEGEND

◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND (UNLESS NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS SURVEY PLAT AND ACCOMPANYING DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS DETERMINED BY A SURVEY MADE ON THE GROUND AUGUST 2025 THROUGH NOVEMBER 2025, BY ME OR UNDER MY DIRECT SUPERVISION AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

RODRIGUEZ TRANSPORTATION GROUP

MICHAEL A. CROFTCHECK, R.P.L.S.
TEXAS REG. NO. 7102
221 TEXAS AVE, STE B
ROUND ROCK, TEXAS 78664
PHONE 512-231-9544
TBPELS FIRM REG. #10194918

06/02/2026

STATE OF TEXAS
REGISTERED
MICHAEL A. CROFTCHECK
7102
PROFESSIONAL
LAND SURVEYOR

REV	DATE	DESCRIPTION
1	4/8/26	REVISED ALIGNMENT
2	5/4/26	REVISED TITLE COMMITMENT ITEMS
3	5/28/26	REVISED TITLE COMMITMENT ITEMS

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PARCEL 4E

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

EXHIBIT_____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3887 ACRE (16,931 SQUARE FEET), TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.155 ACRE TRACT OF LAND (EXHIBIT A-2), DESCRIBED IN A DEED TO K29 1941 INVESTMENTS, LP, DATED NOVEMEBER 08, 2021, RECORDED IN DOCUMENT NO. 2021170468, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.3887 ACRE (16,931 SQUARE FEET), TRACT OF LAND SURVEYED BY MICHAEL A. CROFTCHECK, R.P.L.S., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN TWO PARTS AS FOLLOWS:

PART 1: 0.0414 ACRE, (1,802 SQUARE FEET)

BEGINNING at a calculated point (Grid Coordinates determined as N=10,207,410.01, E=3,079,828.93), being on the existing westerly right-of-way (ROW) line of Braun Parkway (variable ROW width) (shown as 1.17 acres), on Replat of Lot 1, Braun Commercial, a subdivision of record in Document No. 2015003274, O.P.R.W.C.T., said point being in the easterly boundary line of said 5.155 acre tract for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which a 1/2 inch iron rod found, being in the southerly boundary line of the remainder of that called 1.70 acre tract of land described in a Special Warranty Deed to Middlebrook, Ltd, recorded in Document No. 2015013356, O.P.R.W.C.T., also being the northwesterly corner of said 1.17 acre Braun Parkway ROW tract, and the northeasterly corner of said 5.155 acre tract bears, along a curve to the left, having a delta angle of 01°20’29”, a radius of 840.00 feet, an arc length of 19.67 feet, and a chord which bears North 04°38’41” West for a distance of 19.66 feet;

1) **THENCE,** with the curving existing westerly ROW line of Braun Parkway, same line being the easterly boundary line of said 5.155 acre tract, along a curve to the right, having a delta angle of **01°21’56”**, a radius of **840.00** feet, an arc length of **20.02** feet, and a chord which bears **South 03°17’29” East** for a distance of **20.02** feet to a calculated point, for the southeasterly corner of the herein described parcel, and from which a 1/2 inch iron rod found, bears along said existing curving westerly Braun Parkway ROW line, along a curve to the right, having a delta angle of 22°27’36”, a radius of 840.00 feet, an arc length of 329.28 feet, and a chord which bears South 08°37’18” West, at a distance of 327.18 feet;

THENCE, departing said existing westerly Braun Parkway ROW, through the interior of said 5.155 acre tract, the following three (3) courses:

2) **South 84°08'01" West,** for a distance of **1.89** feet to a calculated point;

3) **South 85°57'29" West,** for a distance of **47.83** feet to a calculated point;

4) **South 85°25'55" West,** for a distance of **40.52** feet to a calculated point, being in the easterly line of a Proposed Permanent Easement by separate Instrument, for the beginning of a non-tangent curve to the left and the southwesterly corner of the herein described parcel;

THENCE, with said easterly line of the Proposed Permanent Easement, continuing through the interior of said 5.155 acre tract, the following four (4) courses:

5) along said curve to the left, having a delta angle of **01°30'26"**, a radius of **760.90** feet, an arc length of **20.01** feet, and a chord which bears **North 02°25'50" West** for a distance of **20.01** feet to a calculated point, for the northwesterly corner of the herein described parcel;

6) **North 85°25'55" East,** for a distance of **39.86** feet to a calculated point;

7) **North 85°57'29" East,** for a distance of **47.61** feet to a calculated point;

8) **North 84°08'01" East,** for a distance of **2.47** feet to the **POINT OF BEGINNING**, containing 0.0414 acre, (1,802 square feet) of land, more or less.

PART 2: 0.3473 ACRE, (15,129 SQUARE FEET)

BEGINNING at a calculated point (Grid Coordinates determined as N=10,206,902.12, E=3,079,504.15), being in the easterly boundary line of that called 10.00 acre tract of land described in an Assumption Warranty Deed with Vendor's Lien to Duncan Lee Forest, recorded in Volume 1990, Page 804, of the Deed Records of Williamson County, Texas, (D.R.W.C.T.), same line being the westerly boundary line of said 5.155 acre tract, for the **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being an angle point in the common boundary line of said 10.00 acre tract and said 5.155 acre tract bears, North 07°29'02" West, at a distance of 365.28 feet;

THENCE, departing said 10.00 acre tract, through the interior of said 5.155 acre tract, the following six (6) courses:

1) **South 72°09'07" East,** for a distance of **68.48** feet to a calculated point;

2) **North 63°51'27" East,** for a distance of **4.51** feet to a calculated point;

3) **North 19°52'07" East,** for a distance of **248.78** feet to a calculated point, for the beginning of a tangent curve to the left;

4) along said curve to the left, having a delta angle of **23°11'58"**, a radius of **720.90** feet, an arc length of **291.90** feet, and a chord which bears **North 08°10'45" East,** for a distance of **289.91** feet to a calculated point;

5) **North 48°50'31" West,** for a distance of **20.93** feet to a calculated point;

6) **North 07°52'12" West,** for a distance of **87.02** feet to a calculated point, being in the southerly boundary line of Lot 1, Block A, as shown on Santa Rita Elementary Addition, a subdivision of record in Document No. 2020074745, O.P.R.W.C.T., and the northerly boundary line of said 5.155 acre tract, for the northwesterly corner of the herein described parcel, and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being an angle point in the common boundary line of said Lot 1 and said 5.155 acre tract bears, South 81°50'39" West, at a distance of 97.18 feet;

7) **THENCE, North 81°50'39" East,** with said common boundary line of Lot 1, and the 5.155 acre tract, for a distance of **20.00** feet to a calculated point, being the northwesterly corner of said Proposed Permanent Easement, for the northeasterly corner of the herein described parcel;

THENCE, departing said Lot 1, with the westerly line of said Proposed Permanent Easement, through the interior of said 5.155 acre tract, the following six (6) courses:

8) **South 07°52'12" East,** for a distance of **79.64** feet to a calculated point;

9) **South 48°50'31" East,** for a distance of **21.76** feet to a calculated point, for the beginning of a non-tangent curve to the right;

10) along said curve to the right, having a delta angle of **23°51'06"**, a radius of **740.90** feet, an arc length of **308.43** feet, and a chord which bears **South 07°51'15" West,** for a distance of **306.21** feet to a calculated point;

11) **South 19°52'07" West,** for a distance of **256.87** feet to a calculated point;

12) **South 63°51'27" West,** for a distance of **29.20** feet to a calculated point;

13) **North 72°09'07" West,** for a distance of **58.14** feet to a calculated point, being in said common boundary line of the 10.00 acre and the 5.155 acre tracts, for the southwesterly corner of the herein described parcel and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being on the northerly ROW line of S.H. 29 (variable ROW width), same point being the southeasterly corner of said 10.00 acre tract and the southwesterly corner of said 5.155 acre tract bears, South 07°29'02" East, at a distance of 227.18 feet;

14) **THENCE, North 07°29'02" West,** with said common boundary line of the 10.00 acre tract, and the 5.155 acre tract, for a distance of **28.69** feet to the **POINT OF BEGINNING**, containing 0.3473 acre, (15,129 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey feet. All distances shown hereon are surface values represented in U.S. Survey feet based on a surface-to-grid combined adjustment factor of 0.99985222.

The foregoing property description is accompanied by a separate parcel plat.

The use of the word “certify” or “certification” on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and was determined by a survey made on the ground during the months of August 2025 through November 2025, by me or under my direct supervision and represents the facts found at the time of the survey.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Rodriguez Transportation Group





Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
221 Texas Ave, Ste B
Round Rock, Texas 78664
Phone 512-231-9544
TBPELS Firm Reg. #10194918

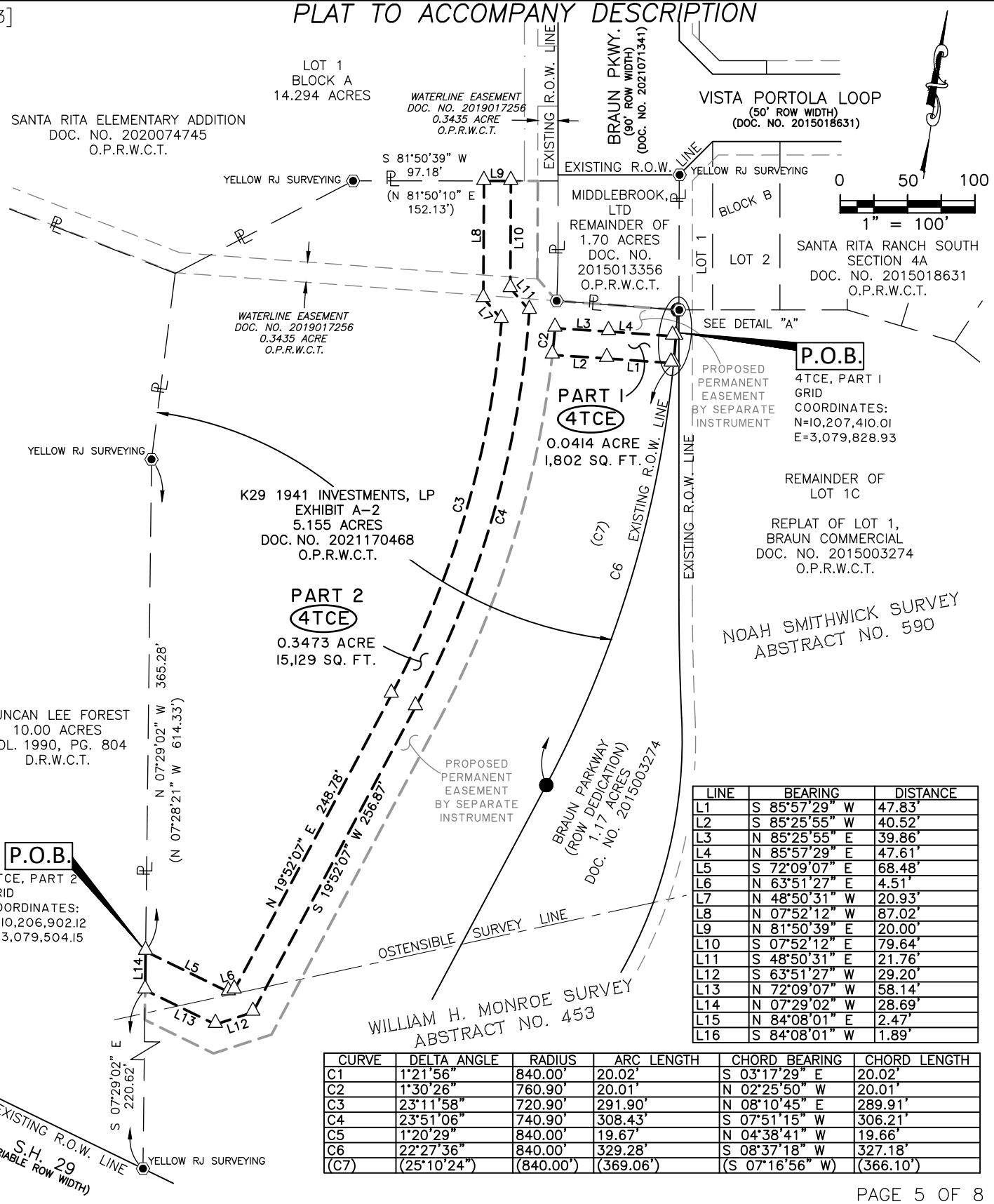
06/02/2026

[IT3]S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 4TCE-K29 1941 INVESTMENTS LP\4TCE-K29 INVESTMENTS 1941 LP-REV.docx

EXHIBIT ___

[IT3]

PLAT TO ACCOMPANY DESCRIPTION



LINE	BEARING	DISTANCE
L1	S 85°57'29" W	47.83'
L2	S 85°25'55" W	40.52'
L3	N 85°25'55" E	39.86'
L4	N 85°57'29" E	47.61'
L5	S 72°09'07" E	68.48'
L6	N 63°51'27" E	4.51'
L7	N 48°50'31" W	20.93'
L8	N 07°52'12" W	87.02'
L9	N 81°50'39" E	20.00'
L10	S 07°52'12" E	79.64'
L11	S 48°50'31" E	21.76'
L12	S 63°51'27" W	29.20'
L13	N 72°09'07" W	58.14'
L14	N 07°29'02" W	28.69'
L15	N 84°08'01" E	2.47'
L16	S 84°08'01" W	1.89'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1°21'56"	840.00'	20.02'	S 03°17'29" E	20.02'
C2	1°30'26"	760.90'	20.01'	N 02°25'50" W	20.01'
C3	23°11'58"	720.90'	291.90'	N 08°10'45" E	289.91'
C4	23°51'06"	740.90'	308.43'	S 07°51'15" W	306.21'
C5	1°20'29"	840.00'	19.67'	N 04°38'41" W	19.66'
C6	22°27'36"	840.00'	329.28'	S 08°37'18" W	327.18'
(C7)	(25°10'24")	(840.00')	(369.06')	(S 07°16'56" W)	(366.10')

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

PARCEL 4TCE
PARTS 1 & 2

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 4TCE-K29 1941 INVESTMENTS LP\PARCEL 4TCE-K29 1941 INVESTMENTS LP-REV.dwg

EXHIBIT ___

[IT4]

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985222.

2. THE FOREGOING PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

4. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

5. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY SUBSURFACE UTILITY ENGINEERING (SUE) CONTRACTORS INDICATING QUALITY LEVEL [A/B/C/D] UTILITY LOCATIONS. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

6. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF. NO. GT2604339, EFFECTIVE APRIL 28, 2026, ISSUED MAY 19, 2026. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B

SECTION I

RESTRICTIVE COVENANTS RECORDED IN CABINET FF, SLIDES 243-246 PLAT RECORDS, DOCUMENT NO. 2015003274 (PLAT) AND DOCUMENT NO. 2006036301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

SECTION 10

a. EASEMENTS, SETBACK LINES AND ALL OTHER MATTES SHOWN OR STATED ON PLAT OF BRAUN COMMERCIAL, REPLAT OF LOT 1, RECORDED UNDER DOCUMENT NO. 2015003274, OFFICIAL RECORDS, WILLIAMSON COUNTY , TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

b. RIGHT OF WAY EASEMENT DATED MAY 24, 1982, EXECUTED BY PETE KAUFFMAN TO CHISHOLM TRAIL, WSC, RECORDED IN VOLUME 957, PAGE 826, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

c. DRAINAGE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005013405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

d. EASEMENT AND RIGHT OF WAY DATED JUNE, 1994, EXECUTED BY C. M. KAUFFMAN AND NELL KAUFFMAN TO GTE SOUTHWEST INCORPORATED, RECORDED IN VOLUME 2565, PAGE 505, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

e. SLOPE EASEMENT DATED FEBRUARY 14, 2005, EXECUTED BY 1941, LTD. TO THE COUNTY OF WILLIAMSON, RECORDED UNDER DOCUMENT NO. 2005013406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

f. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004709, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

g. NON-EXCLUSIVE WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 20, 2009, EXECUTED BY 1941, LTD. TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2009004710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

h. UTILITY EASEMENT DATED OCTOBER 4, 2019, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2019095105, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

i. GRADING AND DRAINAGE EASEMENT DATED MARCH 10, 2015, EXECUTED BY WILCO LAND INVESTMENTS I, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 23, RECORDED UNDER DOCUMENT NO. 2015109784, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

j. (NOT A SURVEY MATTER)

k. TERMS, PROVISIONS AND STIPULATIONS OF ENTRYWAY LANDSCAPE EASEMENT AGREEMENT DATED MARCH 18, 2020, BY AND BETWEEN WILCO LAND INVESTMENTS I, LLC; WILCO LAND INVESTMENTS II, LLC; WILCO LAND INVESTMENTS III, LLC; AND SANTA RITA C7 INVESTMENTS, LLC, RECORDED UNDER DOCUMENT NO.2020028675, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

l. CONTROL OF ACCESS AS SET OUT IN DEED DATED MARCH 20, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2024022407, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

m. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, RECORDED UNDER DOCUMENT NO. 2024048299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

n. (NOT A SURVEY MATTER)

o. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LP TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 202502971 9, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

p. (NOT A SURVEY MATTER)

q. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073093, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF K29 1941 INVESTMENTS, LP	PARCEL 4TCE PARTS 1 & 2
	PROJECT: BRAUN WATERLINE / COUNTY: WILLIAMSON	

r. PUBLIC UTILITY EASEMENT DATED AUGUST 24, 2023, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY, THE CITY OF GEORGETOWN, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, RECORDED UNDER DOCUMENT NO. 2023073094, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

s. WATER LINE EASEMENT AGREEMENT DATED JUNE 3, 2024, BETWEEN K29 1941 INVESTMENTS, LP AND THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2024048301, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

t. DRAINAGE EASEMENT DATED MAY 6, 2025, EXECUTED BY K29 1941, INVESTMENT, LP TO WILLIAMSON COUNTY MUNICIPAL DISTRICT NO.17, RECORDED UNDER DOCUMENT NO. 202503541 8, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY))

u. UTILITY EASEMENT (UNDERGROUND) DATED AUGUST 25, 2020, EXECUTED BY SANTA RITA C& INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO 2020106046, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

v. (NOT A SURVEY MATTER)

w. RIGHT OF WAY EASEMENT DATED APRIL 17, 1994, EXECUTED BY JOHN E. ISENSEE AND PAULA R. NEW TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RECORDED IN VOLUME 2548, PAGE 11, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

x. WATER LINE EASEMENT DATED MAY 2, 2006, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO C7 (II) RANCH, LTD, RECORDED UNDER DOCUMENT NO. 2006036299, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

y. WATER LINE EASEMENT AND RIGHT OF WAY DATED JANUARY 15, 2009, EXECUTED BY PINNACLE AUSTIN DEVELOPMENT PARTNERS, LP TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 200901 2206, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

z. RIGHT OF WAY EASEMENT DATED FEBRUARY 18, 1994, EXECUTED BY BEN FRANK PINN, JR. AND DOLORES PINN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED IN VOLUME 2548, PAGE 65, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

aa. DRAINAGE EASEMENT DATED JANUARY 18, 2005, EXECUTED BY C7II RANCH LTD. TO WILLIAMSON COUNTY,TEXAS, RECORDED UNDER DOCUMENT NO. 2005005032, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

bb. WASTEWATER EASEMENT DATED AUGUST 2, 2016, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19A, RECORDED UNDER DOCUMENT NO. 201607071 4, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

cc. UTILITY EASEMENT DATED JANUARY 27, 2017, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2017017298, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

dd. UTILITY EASEMENT DATED JULY 25, 2018, EXECUTED BY SANTA RITA C7 INVESTMENT, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2018079463, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ee. RIGHT OF WAY EASEMENT DATED SEPTEMBER 23, 1997, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 9743610, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ff. RIGHT OF WAY EASEMENT DATED MAY 21, 1982, EXECUTED BY ROSELLE M. BRAUN TO CHISHOLM TRAIL WSC, RECORDED IN VOLUME 939, PAGE 306, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

gg. (NOT A SURVEY MATTER)

hh. ELECTRIC UTILITY EASEMENT FILED NOVEMBER 27, 2007, EXECUTED BY ROSELLE M. BRAUN TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2007098343, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ii. (NOT A SURVEY MATTER)

jj. UTILITY EASEMENT DATED FEBRUARY 15, 2010, EXECUTED BY 1941, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2010009115, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

kk. TERMS, PROVISIONS AND STIPULATIONS OF WASTEWATER LINE EASEMENT AGREEMENT DATED NOVEMBER 27, 2013, BETWEEN SANTA RITA COMMERCIAL, LLC AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO.13, RECORDED UNDER DOCUMENT NO. 2013114198, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ll. TEMPORARY DRAINAGE EASEMENT DATED SEPTEMBER 1, 2017, EXECUTED BY SANTA RITA COMMERCIAL, LLC TO PULTE HOMES OF TEXAS, L.P., RECORDED UNDER DOCUMENT NO. 2017083235, OFFICIAL RECORDS, WILLIAMSON COUNTY,TEXAS. (THE SURVEYOR HAS INFORMATION INDICATING IT MAY HAVE BEEN RELEASED OR OTHERWISE TERMINATED)

mm. UTILITY EASEMENT DATED JUNE 1, 2020, EXECUTED BY SANTA RITA C7 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC, RECORDED UNDER DOCUMENT NO. 2020067322, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

nn. (NOT A SURVEY MATTER)

oo. (NOT A SURVEY MATTER)

pp. (NOT A SURVEY MATTER)

qq. (NOT A SURVEY MATTER)

rr. (NOT A SURVEY MATTER)

ss. (NOT A SURVEY MATTER)

tt. (NOT A SURVEY MATTER)

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

PARCEL 4TCE PARTS 1 & 2

uu. UTILITY EASEMENT DATED APRIL 13, 2022, EXECUTED BY SANTA RITA COMMERCIAL LLLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2022091720, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

vv. UTILITY EASEMENT DATED DECEMBER 1, 2024, EXECUTED BY K29 1941 INVESTMENTS, LLC TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 202502971 9, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

ww. (NOT A SURVEY MATTER)

xx. (NOT A SURVEY MATTER)

yy. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

zz. RIGHTS OF PARTIES IN POSSESSION.

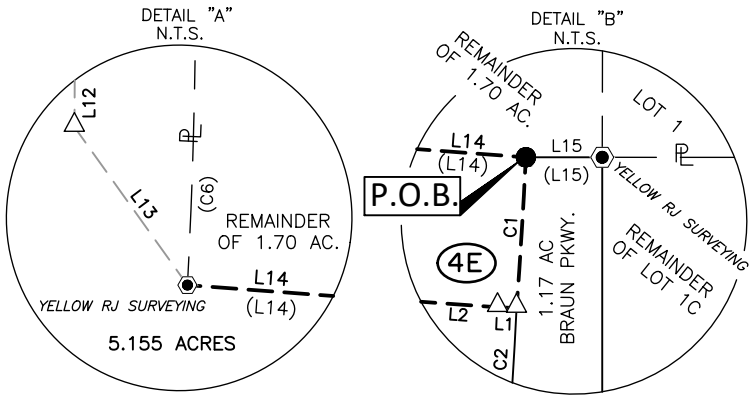
aaa. ITEM INTENTIONALLY DELETED

bbb. WASTEWATER EASEMENT DATED FEBRUARY 26, 2026, EXECUTED BY K29 1941 INVESTMENTS, LP TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO 17, RECORDED UNDER DOCUMENT NO. 2026015335, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

ccc. FENCES ENCROACHING OVER PROPERTY LINES AS SHOWN ON SURVEYS DATED MARCH 20, 2026 AND MAY 5, 2026, PREPARED BY MICHAEL A. CROFTCHECK, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7102, RODRIGUEZ TRANSPORTATION GROUP. (AS SHOWN)

ddd. WATERLINE EASEMENT DESCRIBED IN QUITCLAIM DATED FEBRUARY 13, 2019, BY CITY OF GEORGETOWN TO MIDDLEBROOK, LTD., RECORDED UNDER DOCUMENT NO. 2019017256, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

eee. TERMS AND PROVISIONS OF COMMON IMPROVEMENTS MAINTENANCE AGREEMENT EFFECTIVE DATE APRIL 22, 2026, BETWEEN K29 1941 INVESTMENTS, LP AND PD ATX RANCH CENTER LP, RECORDED UNDER DOCUMENT NO. 2026032651, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, INCLUDING BUT NOT LIMITED TO PROVISION FOR LANDSCAPE EASEMENTS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)



LEGEND

◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND (UNLESS NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS SURVEY PLAT AND ACCOMPANYING DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS DETERMINED BY A SURVEY MADE ON THE GROUND AUGUST 2025 THROUGH NOVEMBER 2025, BY ME OR UNDER MY DIRECT SUPERVISION AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

RODRIGUEZ TRANSPORTATION GROUP

MICHAEL A. CROFTCHECK, R.P.L.S.
TEXAS REG. NO. 7102
221 TEXAS AVE, STE B
ROUND ROCK, TEXAS 78664
PHONE 512-231-9544
TBPELS FIRM REG. #10194918

06/02/2026

STATE OF TEXAS
REGISTERED
MICHAEL A. CROFTCHECK
7102
PROFESSIONAL
LAND SURVEYOR

REV	DATE	DESCRIPTION
1	4/8/26	REVISED ALIGNMENT
2	5/4/26	REVISED TITLE COMMITMENT ITEMS
3	5/28/26	REVISED TITLE COMMITMENT ITEMS

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

K29 1941 INVESTMENTS, LP

PROJECT: BRAUN WATERLINE

COUNTY: WILLIAMSON

PARCEL 4TCE PARTS 1 & 2

EXHIBIT_____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3174 ACRE (13,825 SQUARE FEET), TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN AN ASSUMPTION DEED WITH VENDOR'S LIEN TO DUNCAN LEE FOREST, DATED FEBRUARY 27, 1991, RECORDED IN VOLUME 1990, PAGE 804, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), SAID 0.3174 ACRE (13,825 SQUARE FEET) TRACT OF LAND SURVEYED BY MICHAEL A. CROFTCHECK, R.P.L.S., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with red cap stamped "CBD SETSTONE" found, (Grid Coordinates determined as N=10,207,084.59, E=3,078,852.83), being the northeasterly corner of the remainder of that called 17.77 acre tract of land described in a Warranty Deed to Middlebrook, Ltd. recorded in Document No. 2018073918, Official Public Records of Williamson County, Texas, (O.P.R.W.C.T.), said point being the southeasterly corner of Lot 13 (0.29 Acre) WQ/Landscape Buffer, as shown on Santa Rita Ranch South Section 16, a subdivision of record in Document No. 2019106617, O.P.R.W.C.T., also being in the westerly boundary line of said 10.00 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being an angle point in the common boundary of line of said Santa Rita Ranch Section 16, and said 10.00 acre tract bears, North 07°32'48" East, at a distance of 245.17 feet;

1) **THENCE, South 72°09'07" East,** departing said Lot 13 and the remainder of said 17.77 acre tract, over and across said 10.00 acre tract, for a distance of **688.27** feet to a calculated point, being in the westerly boundary line of that called 5.155 acre tract of land (Exhibit A-2), described in a Warranty Deed to K29 1941 Investments, LP, recorded in Document No. 2021170468, O.P.R.W.C.T., and same line being the easterly boundary line of said 10.00 acre tract, for the northeasterly corner of the herein described parcel and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being an angle point in the common boundary line of said 5.155 acre tract, and said 10.0 acre tract bears, North 07°29'02" West, at a distance of 393.97 feet;

2) **THENCE, South 07°29'02" East,** with the common boundary line of said 5.155 acre tract, and said 10.00 acre tract, for a distance of **22.13** feet to a calculated point, for the southeasterly corner of the herein described parcel, and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being on the northerly ROW line of S.H. 29 (variable ROW width), same point being the southwesterly corner of said 5.155 acre tract, and the southeasterly corner of said 10.00 acre tract bears, South 07°29'02" East, at a distance of 198.49 feet;

3) **THENCE, North 72°09'07" West,** departing said 5.155 acre tract, over and across said 10.00 acre tract, for a distance of **694.11** feet to a calculated point, being in the common boundary line of said remainder of the 17.77 acre tract, and said 10.00 acre tract, for the southwesterly corner of the herein described parcel and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being on said northerly ROW line of S.H. 29, same point being the southeasterly corner of said remainder of the 17.77 acre tract, and the southwesterly corner of said 10.00 acre tract bears, South 07°32'48" West, at a distance of 183.07 feet;

4) **THENCE, North 07°32'48" East,** with said common boundary line of the remainder of the 17.77 acre tract, and the 10.00 acre tract, for a distance of **20.33** feet to the **POINT OF BEGINNING**, containing 0.3174 acre, (13,825 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey feet. All distances shown hereon are surface values represented in U.S. Survey feet based on a surface-to-grid combined adjustment factor of 0.99985222.

The foregoing property description is accompanied by a separate parcel plat.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

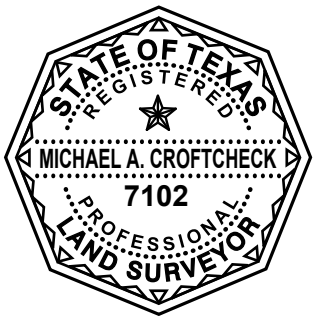
The subject tract shown hereon is an easement, monuments were not set for corners.

I hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and was determined by a survey made on the ground during the months of August 2025 through November 2025, by me or under my direct supervision and represents the facts found at the time of the survey.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Rodriguez Transportation Group





Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
221 Texas Ave, Ste B
Round Rock, Texas 78664
Phone 512-231-9544
TBPELS Firm Reg. #10194918

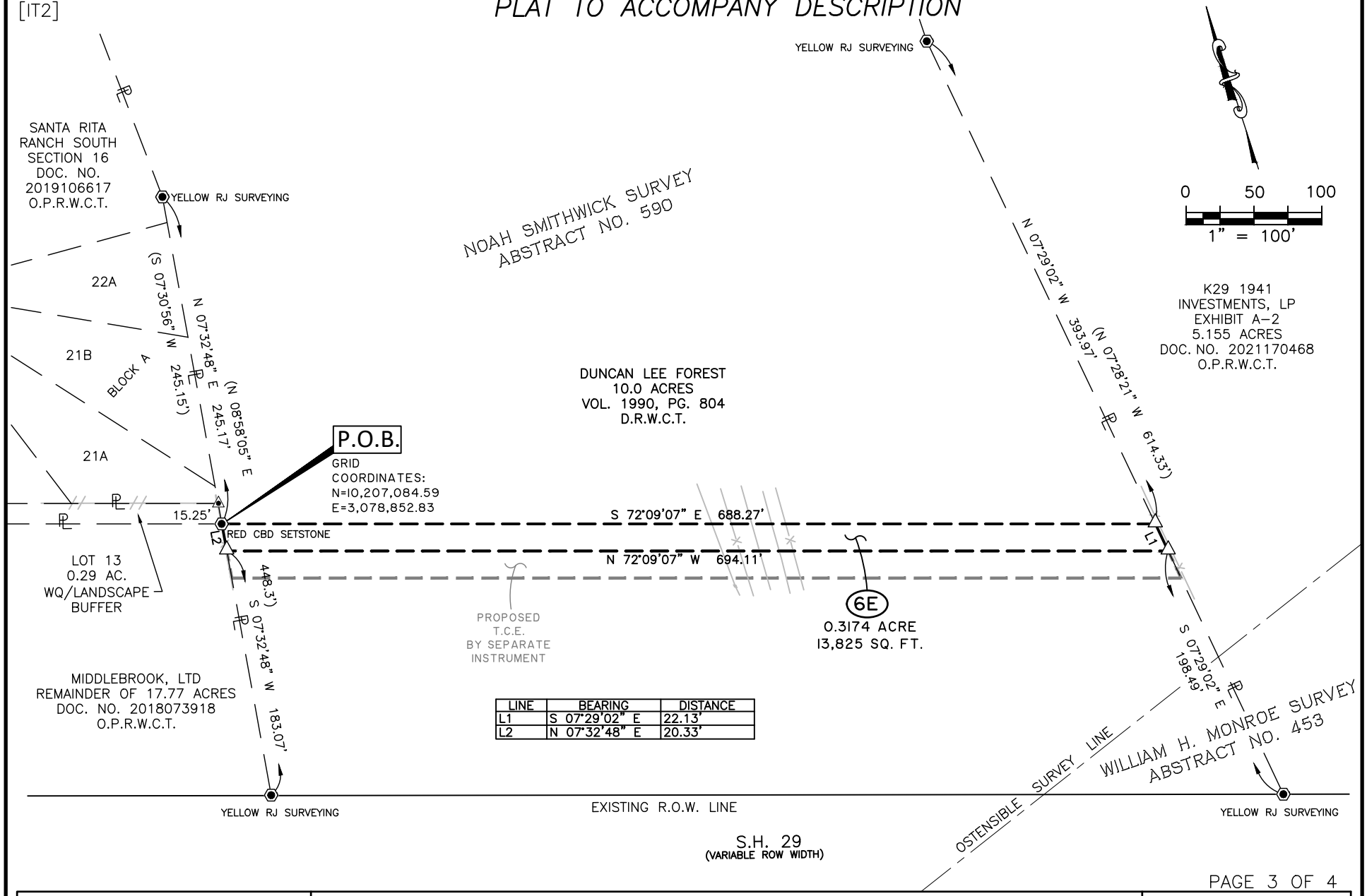
05/12/2026

[IT2]S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 6E-FOREST\6E-DUNCAN LEE FOREST.docx

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT2]



LINE	BEARING	DISTANCE
L1	S 07°29'02" E	22.13'
L2	N 07°32'48" E	20.33'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

DUNCAN LEE FOREST

PROJECT: BRAUN WATERLINE

COUNTY: WILLIAMSON

PARCEL 6E

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 6E-FOREST\PARCEL 6E-FOREST.dwg

EXHIBIT ___

[IT4]

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985222.

2. THE FOREGOING PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

4. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

5. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY SUBSURFACE UTILITY ENGINEERING (SUE) CONTRACTORS INDICATING QUALITY LEVEL [A/B/C/D] UTILITY LOCATIONS. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

6. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF. NO. GT-2601647-NA, EFFECTIVE APRIL 24, 2026, ISSUED MAY 7, 2026. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B

SECTION 10

a. RIGHTS OF PARTIES IN POSSESSION.

b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.

c. ANY VISIBLE OR APPARENT EASEMENTS OR USES OF THE LAND AND ALL UNDERGROUND EASEMENTS OR USES OF THE LAND WHICH ARE ESTABLISHED BY AN UNRECORDED INSTRUMENT OR MAY BE ESTABLISHED BY ACTUAL USE.

d. ANY PORTION OF THE LAND LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY OR ALLEYWAY, WHETHER DEDICATED OR NOT.

e. INTENTIONALLY DELETED.

f. (NOT A SURVEY MATTER)

g. (NOT A SURVEY MATTER)

h. (NOT A SURVEY MATTER)

i. WATER LINE EASEMENT, TOGETHER WITH ALL RIGHTS AS STATED THERE IN, TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2000024921, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

j. UTILITY EASEMENT DATED 5/31/2007 TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN CLERK'S FILE NO. 2007052638 , OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

LEGEND

⍋	60D NAIL FOUND
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND (UNLESS NOTED)
△	CALCULATED POINT
ℙ𝕃	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

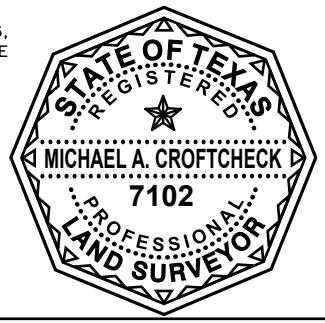
I HEREBY CERTIFY THAT THIS SURVEY PLAT AND ACCOMPANYING DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS DETERMINED BY A SURVEY MADE ON THE GROUND AUGUST 2025 THROUGH NOVEMBER 2025, BY ME OR UNDER MY DIRECT SUPERVISION AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

RODRIGUEZ TRANSPORTATION GROUP



MICHAEL A. CROFTCHECK, R.P.L.S.
TEXAS REG. NO. 7102
221 TEXAS AVE, STE B
ROUND ROCK, TEXAS 78664
PHONE 512-231-9544
TBPELS FIRM REG. #10194918

05/12/2026



REV	DATE	DESCRIPTION
1	5/7/26	REVISED TITLE COMMITMENT ITEMS

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

DUNCAN LEE FOREST

PROJECT: BRAUN WATERLINE

COUNTY: WILLIAMSON

PARCEL 6E

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 6E-FOREST\PARCEL 6E-FOREST.dwg

EXHIBIT_____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3201 ACRE (13,942 SQUARE FEET), TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN AN ASSUMPTION DEED WITH VENDOR'S LIEN TO DUNCAN LEE FOREST, DATED FEBRUARY 27, 1991, RECORDED IN VOLUME 1990, PAGE 804, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, (D.R.W.C.T.), SAID 0.3201 ACRE (13,942 SQUARE FEET) TRACT OF LAND SURVEYED BY MICHAEL A. CROFTCHECK, R.P.L.S., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,207,064.45, E=3,078,850.16), being in the southerly line of a Proposed Permanent Easement by separate instrument, being in the easterly boundary line of the remainder of that called 17.77 acre tract of land described in a Warranty Deed to Middlebrook, Ltd. recorded in Document No. 2018073918, of the Official Public Records of Williamson County, Texas, (O.P.R.W.C.T.), said point being in the westerly boundary line of said 10.00 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with red cap stamped "CBD SETSTONE" found being the southeasterly corner of Lot 13 (0.29 Acre) WQ/Landscape Buffer, as shown on Santa Rita Ranch South Section 16, a subdivision of record in Document No. 2019106617, O.P.R.W.C.T., said point being the northeasterly corner of said remainder of the 17.77 acre tract, also being in the westerly boundary line of said 10.00 acre tract bears, North 07°32'48" East, at a distance of 20.33 feet;

1) **THENCE, South 72°09'07" East,** departing said easterly boundary line of said remainder of the 17.77 acre tract, with said southerly line of the Proposed Permanent Easement, over and across said 10.00 acre tract, for a distance of **694.11** feet to a calculated point, being in the westerly boundary line of that called 5.155 acre tract of land (Exhibit A-2), described in a deed to K29 1941 Investments, LP, recorded in Document No. 2021170468, O.P.R.W.C.T., same line being the easterly boundary line of said 10.00 acre tract, for the northeasterly corner of the herein described parcel and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being an angle point in the common boundary of line of said 5.155 acre tract, and said 10.00 acre tract bears, North 07°29'02" West, at a distance of 416.10 feet;

2) **THENCE, South 07°29'02" East,** with the common boundary line of said 10.00 acre tract, and said 5.155 acre tract, for a distance of **22.13** feet to a calculated point, for the southeasterly corner of the herein described parcel, and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being on the northerly right-of-way (ROW) line of S.H. 29 (variable ROW width), said point being the southwesterly corner of said 5.155 acre tract, and the southeasterly corner of said 10.00 acre tract bears, South 07°29'02" East, at a distance of 176.36 feet;

3) **THENCE, North 72°09'07" West,** departing said 5.155 acre tract, over and across said 10.00 acre tract, for a distance of **699.94** feet to a calculated point, being in said easterly boundary line of the remainder of the 17.77 acre tract, and said westerly boundary line of the 10.00 acre tract, for the southwesterly corner of the herein described parcel and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being on said northerly ROW line of S.H. 29, same point being the southeasterly corner of said remainder of the 17.77 acre tract, and the southwesterly corner of said 10.00 acre tract bears, South 07°32'48" West, at a distance of 162.74 feet;

4) **THENCE, North 07°32'48" East,** with said common boundary line of said remainder of the 17.77 acre tract, and said 10.00 acre tract, for a distance of **20.33** feet to the **POINT OF BEGINNING**, containing 0.3201 acre, (13,942 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey feet. All distances shown hereon are surface values represented in U.S. Survey feet based on a surface-to-grid combined adjustment factor of 0.99985222.

The foregoing property description is accompanied by a separate parcel plat.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and was determined by a survey made on the ground during the months of August 2025 through November 2025, by me or under my direct supervision and represents the facts found at the time of the survey.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Rodriguez Transportation Group





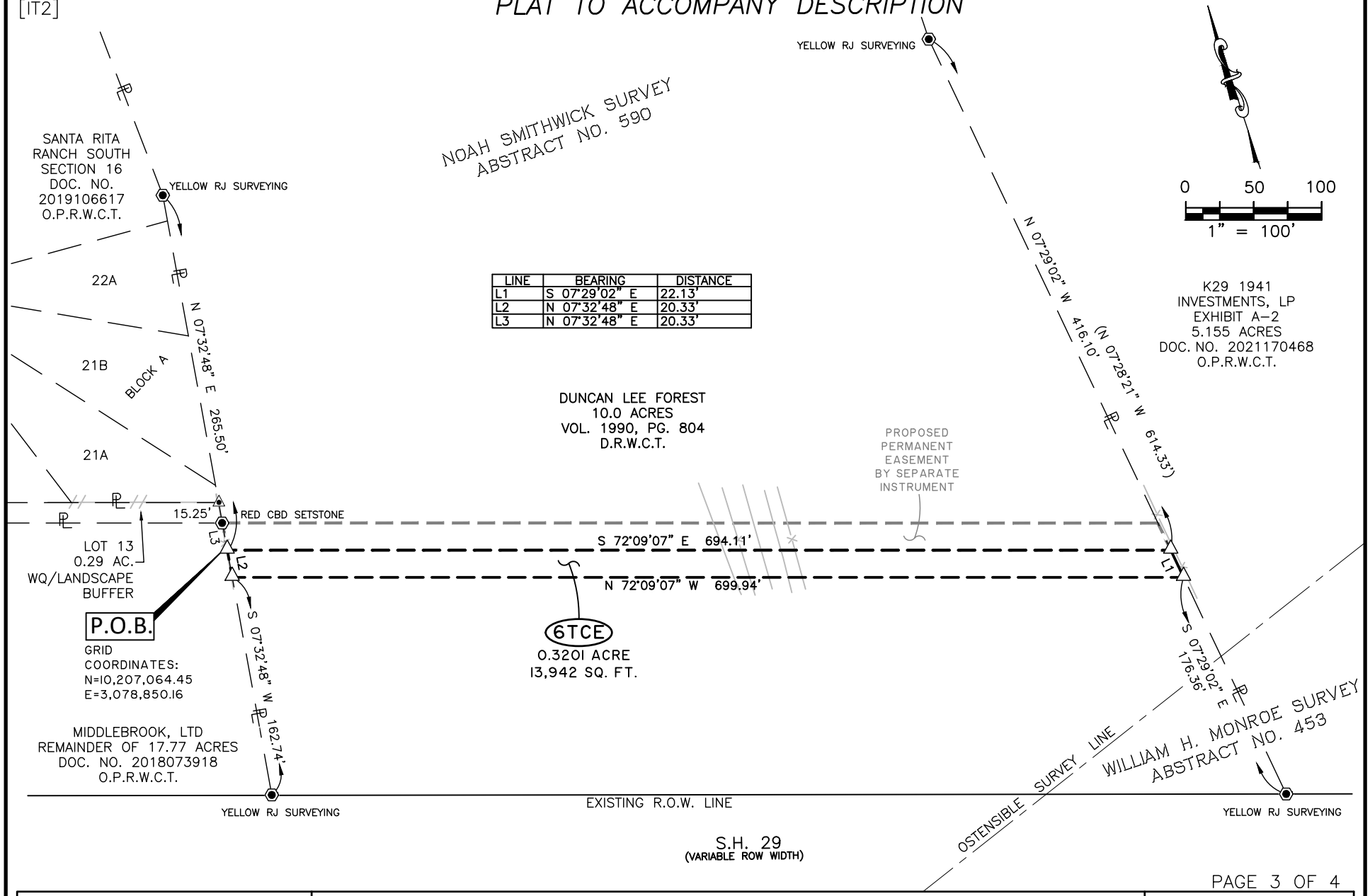
05/12/2026

Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
221 Texas Ave, Ste B
Round Rock, Texas 78664
Phone 512-231-9544
TBPELS Firm Reg. #10194918

[IT3]S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 6TCE-FOREST\6TCE-DUNCAN LEE FOREST.docx

[IT2]

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION



LINE	BEARING	DISTANCE
L1	S 07°29'02" E	22.13'
L2	N 07°32'48" E	20.33'
L3	N 07°32'48" E	20.33'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

DUNCAN LEE FOREST

PARCEL 6TCE

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 6TCE-FOREST\PARCEL 6TCE-FOREST.dwg

EXHIBIT ___

[IT4]

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985222.

2. THE FOREGOING PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

4. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

5. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY SUBSURFACE UTILITY ENGINEERING (SUE) CONTRACTORS INDICATING QUALITY LEVEL [A/B/C/D] UTILITY LOCATIONS. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

6. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF. NO. GT-2601647-NA, EFFECTIVE APRIL 24, 2026, ISSUED MAY 7, 2026. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B

SECTION 10

a. RIGHTS OF PARTIES IN POSSESSION.

b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.

c. ANY VISIBLE OR APPARENT EASEMENTS OR USES OF THE LAND AND ALL UNDERGROUND EASEMENTS OR USES OF THE LAND WHICH ARE ESTABLISHED BY AN UNRECORDED INSTRUMENT OR MAY BE ESTABLISHED BY ACTUAL USE.

d. ANY PORTION OF THE LAND LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY OR ALLEYWAY, WHETHER DEDICATED OR NOT.

e. INTENTIONALLY DELETED.

f. (NOT A SURVEY MATTER)

g. (NOT A SURVEY MATTER)

h. (NOT A SURVEY MATTER)

i. WATER LINE EASEMENT, TOGETHER WITH ALL RIGHTS AS STATED THERE IN, TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2000024921, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

j. UTILITY EASEMENT DATED 5/31/2007 TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN CLERK'S FILE NO. 2007052638 , OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

LEGEND

▲	60D NAIL FOUND
⬢	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND (UNLESS NOTED)
△	CALCULATED POINT
ℙ	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS SURVEY PLAT AND ACCOMPANYING DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS DETERMINED BY A SURVEY MADE ON THE GROUND AUGUST 2025 THROUGH NOVEMBER 2025, BY ME OR UNDER MY DIRECT SUPERVISION AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

RODRIGUEZ TRANSPORTATION GROUP



MICHAEL A. CROFTCHECK, R.P.L.S.
TEXAS REG. NO. 7102
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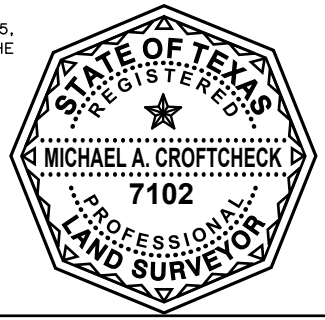
05/12/2026



REV	DATE	DESCRIPTION
1	5/7/26	REVISED TITLE COMMITMENT ITEMS

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

DUNCAN LEE FOREST

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

PARCEL 6TCE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 6TCE-FOREST\PARCEL 6TCE-FOREST.dwg

EXHIBIT_____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2911 ACRE (12,680 SQUARE FEET), TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 17.77 ACRE REMAINDER TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO MIDDLEBROOK, LTD., DATED AUGUST 16, 2018, RECORDED IN DOCUMENT NO. 2018073918, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.T.), SAID 0.2911 ACRE (12,680 SQUARE FEET) TRACT OF LAND SURVEYED BY MICHAEL A. CROFTCHECK, R.P.L.S., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with red cap stamped "CBD SETSTONE" found, (Grid Coordinates determined as N=10,207,084.59, E=3,078,852.83), said point being the southeasterly corner of Lot 13 (0.29 Acre) WQ/Landscape Buffer, as shown on Santa Rita Ranch South Section 16, a subdivision of record in Document No. 2019106617, O.P.R.W.C.T., same point being in the westerly boundary line of that called 10.00 acre tract of land described in an Assumption Deed with Vendor's Lien to Duncan Lee Forest recorded in Volume 1990, Page 804, of the Deed Records of Williamson County, Texas, (D.R.W.C.T.), said point also being the northeasterly corner of the remainder of said 17.77 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being an angle point in the common boundary of line of said Santa Rita Ranch Section 16, and said 10.00 acre tract bears, North 07°32'48" East, at a distance of 245.17 feet;

1) **THENCE, South 07°32'48" West,** departing said Lot 13, with the common boundary line of said 10.00 acre tract and said remainder of the 17.77 acre tract, for a distance of **20.33** feet to a calculated point, for the southeasterly corner of the herein described parcel and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being on the northerly Right-of-Way (ROW) line of S.H. 29 (variable ROW width), being the southwesterly corner of said 10.00 acre tract, and the southeasterly corner of said remainder of the 17.77 acre tract bears, South 07°32'48" West, at a distance of 183.07 feet;

THENCE, departing said 10.00 acre tract, through the interior of said remainder of the 17.77 acre tract, the following two (2) courses:

2) **North 72°09'07" West,** for a distance of **627.04** feet to a calculated point;

3) **North 23°46'24" West,** for a distance of **26.75** feet to a calculated point, being in the southerly boundary line of that called 2.427 acre tract of land described in a General Warranty Deed to City of Georgetown by instrument recorded in Document No. 2019017260, O.P.R.W.C.T., same line being the northerly boundary line of said remainder of the 17.77 acre tract, for the most westerly corner of the herein described parcel and from which an iron rod with red cap stamped "CBD SETSTONE" found, being in the easterly boundary line of that called 0.75 acre tract of land described in a Special Warranty Deed to Santa Rita Commercial, LLC, by instrument recorded in Document No. 2018011044, O.P.R.W.C.T., same point being the southwesterly corner of said 2.427 acre tract, and the northwesterly corner of said remainder of the 17.77 acre tract bears, North 72°09'07" West, at a distance of 70.91 feet;

4) **THENCE, South 72°09'07" East,** with the common boundary lines of said 2.427 acre tract, and said remainder of the 17.77 acre tract, at a distance of 177.56 feet pass the southeasterly corner of said 2.427 acre tract, same point being the southwesterly corner of said Lot 13, and continuing with the southerly boundary line of Lot 13 for a total distance of **641.17** feet to the **POINT OF BEGINNING**, containing 0.2911 acre, (12,680 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey feet. All distances shown hereon are surface values represented in U.S. Survey feet based on a surface-to-grid combined adjustment factor of 0.99985222.

The foregoing property description is accompanied by a separate parcel plat.

The use of the word “certify” or “certification” on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and was determined by a survey made on the ground during the months of August 2025 through November 2025, by me or under my direct supervision and represents the facts found at the time of the survey.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Rodriguez Transportation Group



05/12/2026

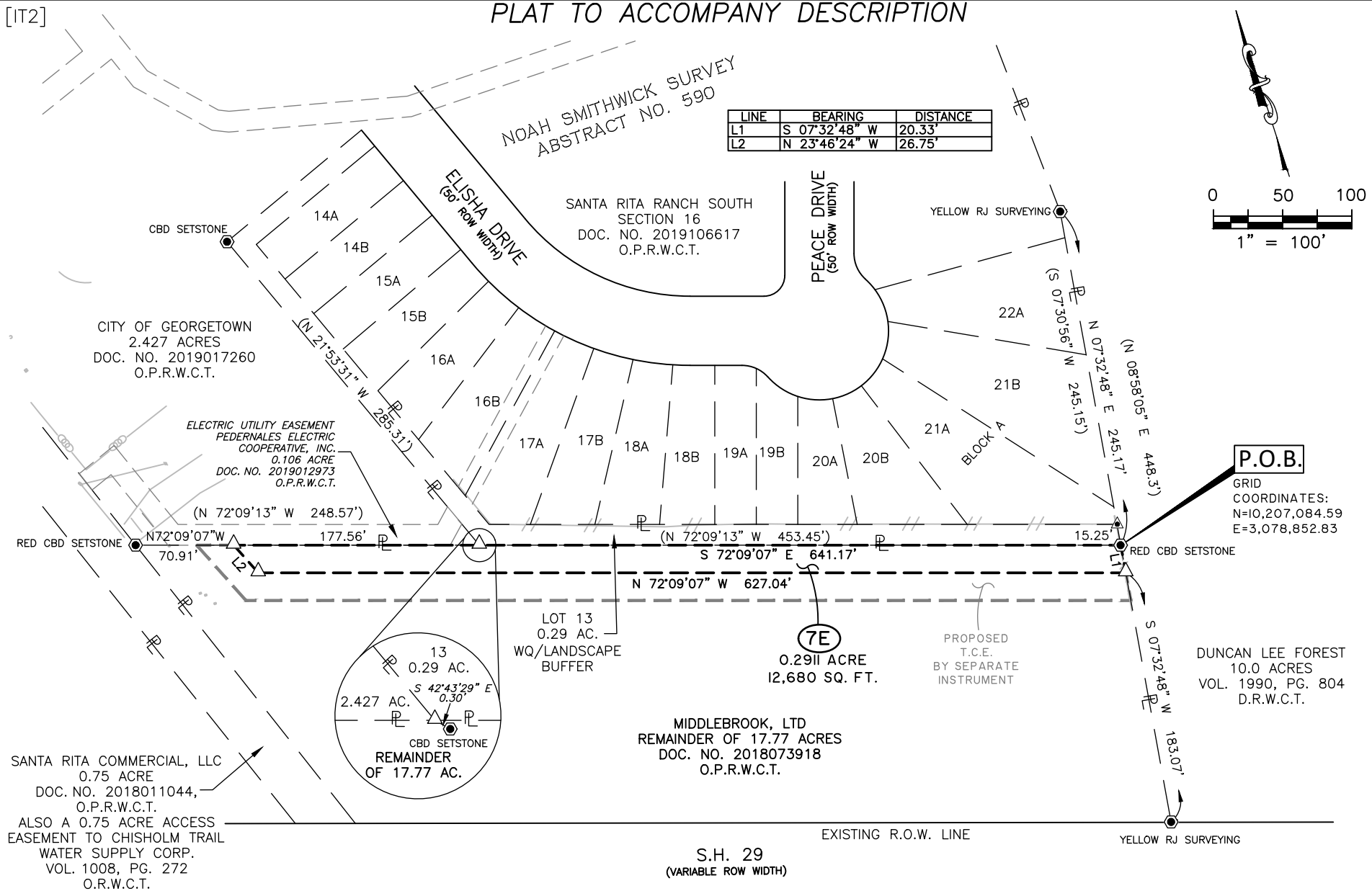
Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
221 Texas Ave, Ste B
Round Rock, Texas 78664
Phone 512-231-9544
TBPELS Firm Reg. #10194918

[IT4]S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 7E-MIDDLEBROOK\7E-MIDDLEBROOK.docx

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT2]



LINE	BEARING	DISTANCE
L1	S 07°32'48" W	20.33'
L2	N 23°46'24" W	26.75'

RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

MIDDLEBROOK, LTD.

PARCEL 7E

PROJECT	COUNTY
BRAUN WATERLINE	WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 7E-MIDDLEBROOK\PARCEL 7E-MIDDLEBROOK.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT2]

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985222.

2. THE FOREGOING PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

4. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

5. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY SUBSURFACE UTILITY ENGINEERING (SUE) CONTRACTORS INDICATING QUALITY LEVEL [A/B/C/D] UTILITY LOCATIONS. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

6. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF. NO. GT-26016 52-NA, EFFECTIVE APRIL 22, 2026, ISSUED MAY 7, 2026. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B

SECTION 10

a. RIGHTS OF PARTIES IN POSSESSION.

b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.

c. ANY VISIBLE OR APPARENT EASEMENTS OR USES OF THE LAND AND ALL UNDERGROUND EASEMENTS OR USES OF THE LAND WHICH ARE ESTABLISHED BY AN UNRECORDED INSTRUMENT OR MAY BE ESTABLISHED BY ACTUAL USE.

d. ANY PORTION OF THE LAND LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY OR ALLEYWAY, WHETHER DEDICATED OR NOT.

e. INTENTIONALLY DELETED.

f. (NOT A SURVEY MATTER)

g. (NOT A SURVEY MATTER)

h. ITEM 1 OF SCHEDULE "B" IS DELETED.

i. INTENTIONALLY DELETED.

j. INTENTIONALLY DELETED.

k. BLANKET EASEMENT DATED 5/21/1982 TO CHISHOLM TRAIL, WSC RECORDED IN VOLUME 939, PAGE 306, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

l. UTILITY EASEMENT DATED 9/23/1997 TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RECORDED UNDER DOCUMENT NO. 9743610, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

m. INTENTIONALLY DELETED.

n. (NOT A SURVEY MATTER)

o. ELECTRIC UTILITY EASEMENT DATED FEBRUARY 14, 2009, EXECUTED BY MIDDLEBROOK, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO.2019012973, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF MIDDLEBROOK, LTD.	PARCEL 7E
	PROJECT BRAUN WATERLINE	COUNTY WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 7E-MIDDLEBROOK\PARCEL 7E-MIDDLEBROOK.dwg

EXHIBIT ___

[IT2]

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

▲	60D NAIL FOUND	P.O.B.	POINT OF BEGINNING
⬢	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
●	1/2" IRON ROD FOUND (UNLESS NOTED)	( )	RECORD INFORMATION
△	CALCULATED POINT	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

p. INTENTIONALLY DELETED.

q. EASEMENT DATED 7/25/2018 TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN COUNTY CLERK'S FILE NO. 2018079583, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

r. (NOT A SURVEY MATTER)

s. (NOT A SURVEY MATTER)

I HEREBY CERTIFY THAT THIS SURVEY PLAT AND ACCOMPANYING DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS DETERMINED BY A SURVEY MADE ON THE GROUND AUGUST 2025 THROUGH NOVEMBER 2025, BY ME OR UNDER MY DIRECT SUPERVISION AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

RODRIGUEZ TRANSPORTATION GROUP

MICHAEL A. CROFTCHECK, R.P.L.S.
TEXAS REG. NO. 7102
221 TEXAS AVE, STE B
ROUND ROCK, TEXAS 78664
PHONE 512-231-9544
TBPELS FIRM REG. #10194918

05/12/2026

STATE OF TEXAS
REGISTERED
MICHAEL A. CROFTCHECK
7102
PROFESSIONAL
LAND SURVEYOR

REV	DATE	DESCRIPTION
1	5/12/26	REVISED TITLE COMMITMENT ITEMS

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

MIDDLEBROOK, LTD.

PARCEL 7E

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 7E-MIDDLEBROOK\PARCEL 7E-MIDDLEBROOK.dwg

EXHIBIT_____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3093 ACRE (13,472 SQUARE FEET), TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 17.77 ACRE REMAINDER TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO MIDDLEBROOK, LTD., DATED AUGUST 16, 2018, RECORDED IN DOCUMENT NO. 2018073918, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.T.), SAID 0.3093 ACRE (13,472 SQUARE FEET) TRACT OF LAND SURVEYED BY MICHAEL A. CROFTCHECK, R.P.L.S., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, (Grid Coordinates determined as N=10,207,064.45, E=3,078,850.16), being in the southerly line of a Proposed Permanent Easement by separate Instrument, being in the westerly boundary line of that called 10.00 acre tract of land described in an Assumption Deed with Vendor's Lien to Duncan Lee Forest recorded in Volume 1990, Page 804, of the Deed Records of Williamson County, Texas, (D.R.W.C.T.), same line being the easterly boundary line of said remainder of the 17.77 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with red cap stamped "CBD SETSTONE" found, being the southeasterly corner of Lot 13 (0.29 Acre) WQ/Landscape Buffer of Santa Rita Ranch South Section 16, a subdivision of record in Document No. 2019106617, O.P.R.W.C.T., same point being in the westerly boundary line of said 10.00 acre tract bears, North 07°32'48" East, at a distance of 20.33 feet;

1) **THENCE, South 07°32'48" West,** with the common boundary line of said 10.00 acre tract and said remainder of the 17.77 acre tract, for a distance of **20.33** feet to a calculated point, for the southeasterly corner of the herein described parcel and from which an iron rod with yellow cap stamped "RJ SURVEYING" found, being on the northerly Right-of-Way (ROW) line of S.H. 29 (variable ROW width), same point being the southwesterly corner of said 10.00 acre tract, and the southeasterly corner of said remainder of the 17.77 acre tract bears, South 07°32'48" East, at a distance of 162.74 feet;

THENCE, departing said 10.00 acre tract, through the interior of said remainder of the 17.77 acre tract, the following two (2) courses:

2) **North 72°09'07" West,** for a distance of **639.66** feet to a calculated point;

3) **North 23°46'24" West,** for a distance of **53.51** feet to a calculated point, being in the southerly boundary line of that called 2.427 acre tract of land described in a General Warranty Deed to City of Georgetown by instrument recorded in Document No. 2019017260, O.P.R.W.C.T., same line being the northerly boundary line of said remainder of the 17.77 acre tract, for the most westerly corner of the herein described parcel and from which an iron rod with red cap stamped "CBD SETSTONE" found, being in the easterly boundary line of that called 0.75 acre tract of land described in a Special Warranty Deed to Santa Rita Commercial, LLC, recorded in Document No. 2018011044, O.P.R.W.C.T., same point being the southwesterly corner of said 2.427 acre tract, and the northwesterly corner of said remainder of the 17.77 acre tract bears, North 72°09'07" West, at a distance of 44.16 feet;

4) **THENCE, South 72°09'07" East,** with the common boundary line of said 2.427 acre tract, and said remainder of the 17.77 acre tract, for a distance of **26.75** feet to a calculated point, being the northwesterly corner of said Proposed Permanent Easement;

THENCE, departing said 2.427 acre tract, with said Proposed Permanent Easement, through the interior of the remainder of said 17.77 acre tract, the following two (2) courses:

5) **South 23°46'24" East,** for a distance of **26.75** feet to a calculated point;

6) **South 72°09'07" East,** for a distance of **627.04** feet to the **POINT OF BEGINNING**, containing 0.3093 acre, (13,472 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey feet. All distances shown hereon are surface values represented in U.S. Survey feet based on a surface-to-grid combined adjustment factor of 0.99985222.

The foregoing property description is accompanied by a separate parcel plat.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and was determined by a survey made on the ground during the months of August 2025 through November 2025, by me or under my direct supervision and represents the facts found at the time of the survey.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Rodriguez Transportation Group



Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
221 Texas Ave, Ste B
Round Rock, Texas 78664
Phone 512-231-9544
TBPELS Firm Reg. #10194918

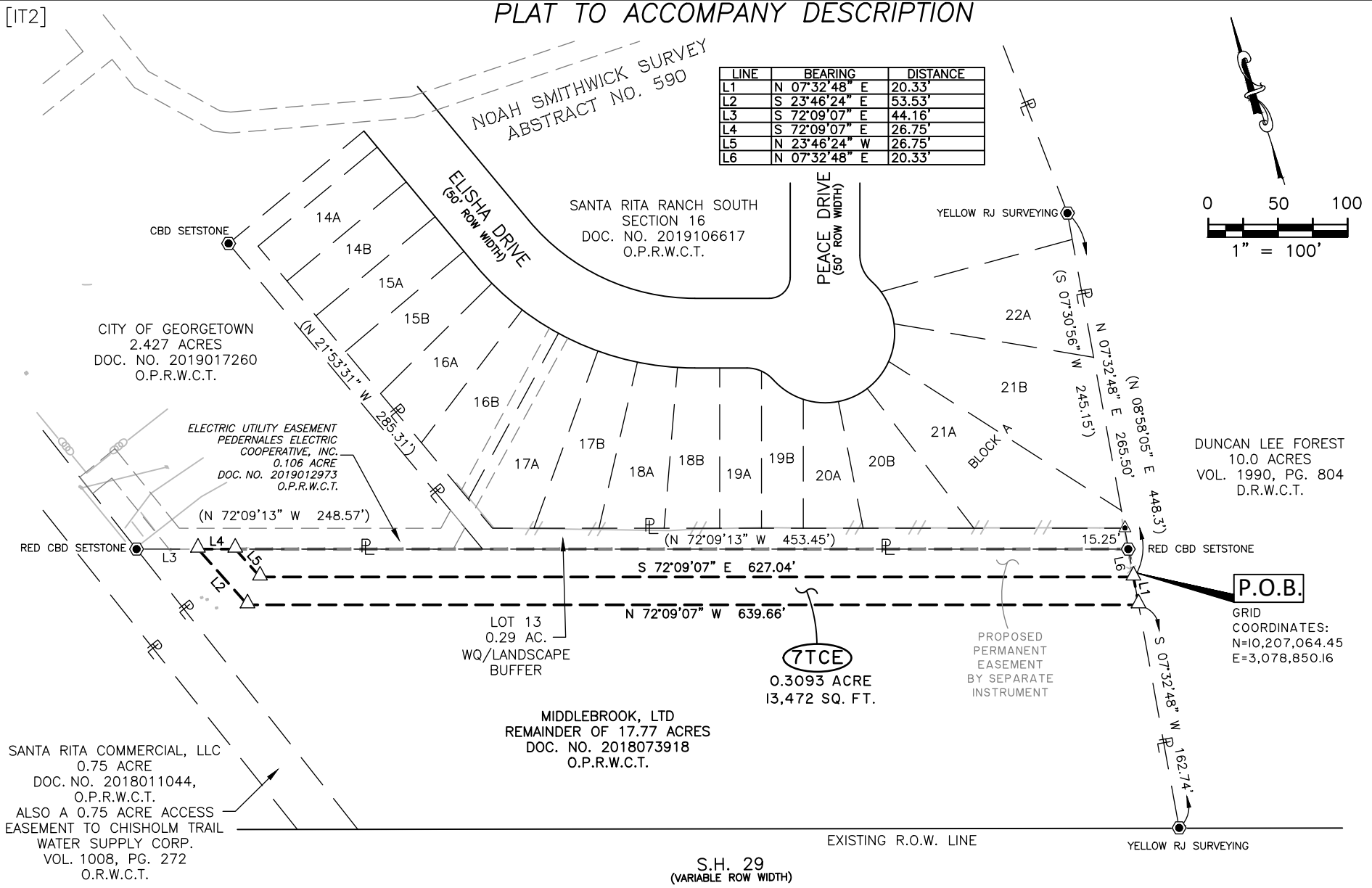
05/12/2026

[IT4]S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 7TCE-MIDDLEBROOK\7TCE-MIDDLEBROOK.docx

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT2]



LINE	BEARING	DISTANCE
L1	N 07°32'48" E	20.33'
L2	S 23°46'24" E	53.53'
L3	S 72°09'07" E	44.16'
L4	S 72°09'07" E	26.75'
L5	N 23°46'24" W	26.75'
L6	N 07°32'48" E	20.33'

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

MIDDLEBROOK, LTD.

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

PARCEL 7TCE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 7TCE-MIDDLEBROOK\PARCEL 7TCE-MIDDLEBROOK.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

[IT2]

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985222.

2. THE FOREGOING PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

4. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

5. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY SUBSURFACE UTILITY ENGINEERING (SUE) CONTRACTORS INDICATING QUALITY LEVEL [A/B/C/D] UTILITY LOCATIONS. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

6. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF. NO. GT-2601652-NA, EFFECTIVE APRIL 22, 2026, ISSUED MAY 7, 2026. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B

SECTION 10

a. RIGHTS OF PARTIES IN POSSESSION.

b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.

c. ANY VISIBLE OR APPARENT EASEMENTS OR USES OF THE LAND AND ALL UNDERGROUND EASEMENTS OR USES OF THE LAND WHICH ARE ESTABLISHED BY AN UNRECORDED INSTRUMENT OR MAY BE ESTABLISHED BY ACTUAL USE.

d. ANY PORTION OF THE LAND LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY OR ALLEYWAY, WHETHER DEDICATED OR NOT.

e. INTENTIONALLY DELETED.

f. (NOT A SURVEY MATTER)

g. (NOT A SURVEY MATTER)

h. ITEM 1 OF SCHEDULE "B" IS DELETED.

i. INTENTIONALLY DELETED.

j. INTENTIONALLY DELETED.

k. BLANKET EASEMENT DATED 5/21/1982 TO CHISHOLM TRAIL, WSC RECORDED IN VOLUME 939, PAGE 306, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

l. UTILITY EASEMENT DATED 9/23/1997 TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RECORDED UNDER DOCUMENT NO. 9743610, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

m. INTENTIONALLY DELETED.

n. (NOT A SURVEY MATTER)

o. ELECTRIC UTILITY EASEMENT DATED FEBRUARY 14, 2009, EXECUTED BY MIDDLEBROOK, LTD. TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO.2019012973, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (ITS LOCATION IS SHOWN)

RTG RODRIGUEZ TRANSPORTATION GROUP	PARCEL PLAT SHOWING PROPERTY OF MIDDLEBROOK, LTD.	PARCEL 7TCE
	PROJECT BRAUN WATERLINE / COUNTY WILLIAMSON	

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 7TCE-MIDDLEBROOK\PARCEL 7TCE-MIDDLEBROOK.dwg

EXHIBIT ___

[IT2]

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

▲	60D NAIL FOUND	P.O.B.	POINT OF BEGINNING
⬢	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
●	1/2" IRON ROD FOUND (UNLESS NOTED)	( )	RECORD INFORMATION
△	CALCULATED POINT	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

p. INTENTIONALLY DELETED.

q. EASEMENT DATED 7/25/2018 TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN COUNTY CLERK'S FILE NO. 2018079583, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO. (ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

r. (NOT A SURVEY MATTER)

s. (NOT A SURVEY MATTER)

I HEREBY CERTIFY THAT THIS SURVEY PLAT AND ACCOMPANYING DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS DETERMINED BY A SURVEY MADE ON THE GROUND AUGUST 2025 THROUGH NOVEMBER 2025, BY ME OR UNDER MY DIRECT SUPERVISION AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

RODRIGUEZ TRANSPORTATION GROUP

MICHAEL A. CROFTCHECK, R.P.L.S.
TEXAS REG. NO. 7102
221 TEXAS AVE, STE B
ROUND ROCK, TEXAS 78664
PHONE 512-231-9544
TBPELS FIRM REG. #10194918

05/12/2026

STATE OF TEXAS
REGISTERED
MICHAEL A. CROFTCHECK
7102
PROFESSIONAL
LAND SURVEYOR

REV	DATE	DESCRIPTION
1	5/12/26	REVISED TITLE COMMITMENT ITEMS

RTG RODRIGUEZ TRANSPORTATION GROUP

PARCEL PLAT SHOWING PROPERTY OF

MIDDLEBROOK, LTD.

PROJECT
BRAUN WATERLINE

COUNTY
WILLIAMSON

PARCEL 7TCE

S:\Projects\CDM-Smith\Braun Waterline\5 -Parcels\PARCEL 7TCE-MIDDLEBROOK\PARCEL 7TCE-MIDDLEBROOK.dwg

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
First and Final Reading Utility System Subordinate Lien Revenue Notes

SUGGESTED ACTION:
Consideration and possible action to approve on First and Final Reading an "Ordinance Authorizing the Issuance of City of Georgetown, Texas Utility System Subordinate Lien Revenue Notes (ERCOT Financial Security), Taxable Series; Pledging Certain Revenues in Support of the Notes; Approving a Note Purchase Agreement and a Paying Agent/Registrar Agreement; and Authorizing Other Related Matters" -- Nathan Parras, Assistant Chief Financial Officer

ITEM SUMMARY:
Starting in 2023, municipally owned utilities such as Georgetown may no longer use unsecured credit to participate in the ERCOT market. At that time, the City transitioned from using Shell Energy North America, the City's Qualified Scheduling Entity, to securing a facility with Wells Fargo.

The City is renewing its relationship with Wells Fargo for an agreement for a letter-of-credit facility, allowing the City to pay ongoing fees instead of maintaining larger cash reserves and staffing resources for daily collateral postings.

This agenda item approves a $30 million credit facility with Wells Fargo, including an initial $10 million Letter of Credit and an unused amount of $20 million. The $30 million total credit is an increase over the prior agreement that was for $20 million. The extra capacity is needed due to the increase in Very Large Commercial and Industrial electric customers in the past three years.

City staff will coordinate with Shell and ERCOT to adjust the Letter of Credit as needed. If ERCOT draws on it, the City has 90 days to repay Wells Fargo or convert some or all of the draw to long-term debt. The Electric Fund is projected to meet all debt-coverage requirements if a draw occurs.

FINANCIAL IMPACT:
The costs of the credit facility include one-time fees for attorneys, financial advisors, the credit rating and the bank. On-going fees are based on a percent of the letter of credit and credit facility amount. These fees will be added to the expense budget of the Electric Fund, and incorporated into the Electric cost of service model. Total fees for FY2027 are estimated to be $375,000.00

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
ERCOT Letter of Credit Presentation.pdf
ERCOT LOC Note Ordinance with exhibits.pdf

ERCOT Letter of Credit Issuance

November 10, 2026| City Council

ERCOT Market Requirements

- Public Utilities Commission and ERCOT market changes to reduce risk after disruption of Winter Storm Uri in 2021
- Municipal owned utilities no longer allowed unsecured credit with ERCOT
- City shifted to a Letter Of Credit in 2023 via a three-year agreement with Wells Fargo
- Landscape of letter of credit has not changed significantly since 2023
  - Not a lot of banks in this space
  - Wells Fargo able to offer most competitive rate

Letter of Credit Advantages

- Does not require raising large amounts of cash collateral to keep on hand for volatile market events
- Does not require Electric and Accounting staff to spend time posting and calling cash back and forth daily
- $30M credit facility total, and initial $10M letter of credit
  - Decrease in pricing from previous agreement
  - Ability to increase or decrease letter as collateral needs change

Type	Facility Amount	Rate	Annual Amount
Used Portion	10,000,000	0.80%	80,000
Unused Portion	20,000,000	0.50%	100,000
		Total Ongoing	**180,000**

Letter of Credit Process

- Requires a rating from Fitch rating agency
- Requires City Council approval
- Requires Attorney General's Office approval
- City will pay various annual fees to keep the letter in place
  - Estimated 2027 fees are $146,453
  - Ongoing LOC cost - $180,000 annually
- If the letter is drawn upon, City has 90 days to pay back the bank or refund all or a portion of it into long-term debt
- A subordinate lien on Electric and Water revenues (combined pledge similar to regular revenue bonds, but would be repaid with Electric revenues)
  - Must maintain additional bonds test coverage ratios minimum of 1.25x coverage
  - City has modeled this coverage

First and Final Reading on an Ordinance

Consideration and possible action to approve on first and final reading an Ordinance authorizing the Issuance of City of Georgetown, Texas Utility System Subordinate Lien Revenue Notes (ERCOT Financial Security), Taxable Series A; Pledging Certain Revenues in Support of the Notes; Approving a Note Purchase Agreement and a Paying Agent/Registrar Agreement; and Authorizing Other Related Matters.

ORDINANCE NO. 2026-__

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM SUBORDINATE LIEN REVENUE NOTES (ERCOT FINANCIAL SECURITY), TAXABLE SERIES A; PLEDGING CERTAIN REVENUES IN SUPPORT OF THE NOTES; APPROVING A NOTE PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND AUTHORIZING OTHER RELATED MATTERS

ADOPTED: NOVEMBER 10, 2026

ORDINANCE NO. 2026-__

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM SUBORDINATE LIEN REVENUE NOTES (ERCOT FINANCIAL SECURITY), TAXABLE SERIES A; PLEDGING CERTAIN REVENUES IN SUPPORT OF THE NOTES; APPROVING A NOTE PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND AUTHORIZING OTHER RELATED MATTERS

WHEREAS, the City of Georgetown, Texas (the "City") is a home-rule municipality, acting as such under the Constitution and laws of the State of Texas, has a population in excess of 50,000, and has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations; and

WHEREAS, capitalized terms used herein shall have the meanings given to them in Section 1.01 hereof; and

WHEREAS, the Outstanding Parity Obligations and the Outstanding Subordinate Lien Obligations are payable from Pledged Revenues; and

WHEREAS, the City is permitted by the ordinances authorizing the Outstanding Parity Obligations and the Outstanding Subordinate Lien Obligations to encumber the Pledged Revenues with additional Parity Obligations or additional Subordinate Lien Obligations or other bonds or obligations payable from a subordinate lien on the Pledged Revenues; and

WHEREAS, on December 1, 2010, a nodal wholesale electric market design was implemented within ERCOT's service area, and various electric market participants, including the City, are required to comply with the ERCOT Nodal Protocols adopted by ERCOT; and

WHEREAS, on October 1, 2023, ECROT implemented amendments to its Nodal Protocols requiring additional financial security by eliminating unsecured credit limits and guarantee amounts; and

WHEREAS, in order to continue to comply with the ERCOT Nodal Protocols, the City Council finds that it is necessary for the City to provide ERCOT additional financial security in an amount not to exceed $30,005,000 and, in furtherance thereof, the City Council hereby authorizes the Notes and their installment deliveries to the Note Purchaser, to induce the Note Purchaser to enter into the Note Purchase Agreement and deliver the Financial Security to ERCOT as is necessary for the City to participate in the ERCOT electric nodal market at the levels it deems prudent; and

WHEREAS, the City Council finds and determines that it should issue the Notes, in a principal amount not to exceed $30,005,000, as a series of Subordinate Lien Obligations pursuant to this Ordinance to finance Project Costs of Eligible Projects, all in accordance with and subject to Chapter 1371 and the terms, conditions, and limitations contained herein; and

WHEREAS, the City Council finds, determines and represents that (i) the proceeds of any draw upon the Financial Security by ERCOT are for the payment, on behalf or for the benefit of the City, of Project Costs of Eligible Projects, (ii) such proceeds and the drawing upon such Financial Security shall constitute and shall be the payment of the purchase price of the corresponding Authorized Installment pursuant to the provisions of this Ordinance and (iii) the Note Purchaser's delivery of the Financial Security to ERCOT is additional and sufficient consideration for the transactions and agreements contemplated in this Ordinance; and

WHEREAS, this Ordinance constitutes an "obligation authorization," as defined in Chapter 1371; and

WHEREAS, the Notes are issued pursuant to Texas law, including the Acts; and

WHEREAS, in the event of any draw upon the Financial Security by ERCOT, the City Council intends to refinance Notes with refunding bonds issued under Chapter 1207, Texas Government Code, as amended, on parity with or subordinate to City's Outstanding Parity Obligations and, therefore (in accordance with Section 1371.057(c) of Chapter 1371), the City will treat the Notes as having the intended term and payment schedule of such refunding bonds, as determined by the City Authorized Representative; provided that the City retains the right to use lawfully available funds to pay all or a portion of any Notes issued; and

WHEREAS, the meeting was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code;

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

ARTICLE I
DEFINITIONS AND CONSTRUCTION OF TERMS

Section 1.01. Definitions. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 1.02. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

Section 1.03. Interpretation. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Ordinance, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II
NOTE AUTHORIZATION AND SPECIFICATIONS

Section 2.01. Amount, Purposes and Designation of the Notes. Under and pursuant to the authority granted hereby and subject to the limitations contained herein, the City Council hereby authorizes the issuance of a series of notes designated "CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM SUBORDINATE LIEN REVENUE NOTES (ERCOT FINANCIAL SECURITY), TAXABLE SERIES A" (the "Notes") in a maximum aggregate principal amount not to exceed THIRTY MILLION FIVE THOUSAND DOLLARS ($30,005,000) for the purpose to finance Project Costs of Eligible Projects, all in accordance with the Acts and the terms, conditions, and limitations contained in this Ordinance. The authority to issue Notes from time to time under the provisions of this Ordinance and the Note Purchase Agreement shall exist until the end of the Authorized Installment Draw Period regardless of whether at any time prior to the end of the Authorized Installment Draw Period there are any Notes outstanding.

Section 2.02. Date, Denominations, Numbers, Maturities, and Terms of the Notes.

(a) *Terms of Notes*. There initially shall be issued, sold and delivered fully registered notes reflecting Authorized Installments (except for the Initial Note), without interest coupons, numbered consecutively from R-1 upward (except the Initial Note provided to the Attorney General of the State of Texas which shall be numbered T-1), payable to the Note Purchaser, maturing not later than the Maximum Maturity Date, in the manner, on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in this Ordinance, the Pricing Certificate to be executed and delivered by the City Authorized Representative pursuant to subsection (b) of this Section and the Note Purchase Agreement. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance.

An Initial Note bearing interest at zero percent (0%) in the aggregate principal amount determined in the Pricing Certificate will be issued on the Original Issue Date and will be dated as set forth in the Pricing Certificate. The Initial Note shall, after approval by the Attorney General of the State of Texas and registration by the Comptroller of Public Account of the State of Texas, be provided to the Paying Agent/Registrar, and concurrently with the delivery of the Initial Note, the initial Authorized Installment of the Notes, in the aggregate principal amount determined in the Pricing Certificate, will be issued, in accordance with the terms of the Note Purchase Agreement executed by the City and Wells Fargo Bank, National Association, as the Note Purchaser.

The initial Authorized Installment of the Notes delivered on the Original Issue Date shall be dated as determined in the Pricing Certificate. An Authorized Installment of the Notes delivered after the Original Issue Date shall be dated as of its Issue Date. The Authorized Installments of the Notes shall bear interest as determined in the Pricing Certificate and the Note Purchase Agreement from the Issue Date of an Authorized Installment of the Notes until payment of the principal amount thereof at maturity or prior redemption or prepayment.

Subject to applicable terms, limitations, and procedures contained herein, after the delivery of the initial Authorized Installment, Authorized Installments of the Notes may be sold and

delivered pursuant to the terms of the Note Purchase Agreement in consideration of and in the amount of, any draw upon the Financial Security by ERCOT, reflecting payment by the Note Purchaser of the purchase price of such Notes concurrently upon payment to ERCOT, on behalf of the City, pursuant to such draw upon the Financial Security. No Authorized Installments may be issued and delivered after the end of the Authorized Installment Draw Period, and no Authorized Installment may be issued and delivered in an amount that exceeds the Maximum Available Amount in effect as of the date of the applicable draw on the Financial Security; provided that the aggregate principal amount of all Authorized Installments issued and delivered under this Ordinance may at times exceed the then applicable Maximum Available Amount due to a reduction in such amount subsequent to the issuance of Authorized Installments pursuant to the terms of the Financial Security, if provided for by the Financial Security, but in no case may the aggregate principal amount of all Authorized Installments issued and delivered under this Ordinance exceed the amount of Notes authorized by the Pricing Certificate. The City shall promptly notify the Paying Agent/Registrar of any changes to the Maximum Available Amount made pursuant to the Note Purchase Agreement and of the end of the Authorized Installment Draw Period, provided that the Paying Agent/Registrar may alternatively receive actual notice of such events from the Note Purchaser.

The Note Purchaser shall give written notice to the City and the Paying Agent/Registrar of any draw upon the Financial Security by ERCOT, provided such notice is not required for the delivery of an Authorized Installment. The Paying Agent/Registrar shall issue and deliver an Authorized Installment in the principal amount of any draw on the Financial Security to the Note Purchaser pursuant to the terms of this Ordinance and the Note Purchase Agreement; provided, however, in consideration of the delivery of the Financial Security and the unconditional obligation of the Note Purchaser thereunder, any particular Authorized Installment corresponding to the related draw on the Financial Security is deemed issued and delivered to the Note Purchaser on the date of any such drawing.

In the event the Pricing Certificate and the Note Purchase Agreement as provided in Section 2.05 shall not be executed on or before 5:00 p.m. on May 10, 2027, the delegation to the City Authorized Representatives pursuant to this Ordinance shall cease to be effective unless the City Council shall act to extend such delegation.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the City Authorized Representative to approve the final terms and conditions of the Notes as set forth in this Ordinance is, and the decisions made by the City Authorized Representative pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the City Authorized Representative is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(b) *Selling and Delivering Notes*. As authorized by Chapter 1371, Texas Government Code, as amended and this Ordinance, a City Authorized Representative is hereby authorized to act on behalf of the City in selling and delivering the Notes, including the Authorized Installments, and carrying out the other procedures specified in this Ordinance, including determining and fixing (i) the Original Issue Date of the Notes, (ii) the principal amount of the initial Authorized

Installment, (iii) the price at which the Notes will be sold, (iv) the date or dates in which the Notes will mature, (v) the aggregate principal amount to mature on any such date or dates, (vi) the aggregate principal amount of Notes, (vii) the fixed or variable rate of interest to be borne by the Notes, (viii) the interest payment periods, (ix) the dates, price, and terms, if any, upon and at which the Notes shall be subject to redemption or prepayment prior to maturity at the option of the City, (x) the dated dates of the Initial Note and the initial Authorized Installment of the Notes delivered on the Original Issue Date and (xi) all other matters relating to the issuance, sale, and delivery of the Notes and the delivery of the Note Purchase Agreement (as provided in Section 2.05 hereof), all of which shall be specified in the Pricing Certificate; provided that (A) the price to be paid for the Notes shall not be less than 100% of the aggregate original principal amount thereof plus accrued interest thereon from their date to their delivery and (B) none of the Notes shall bear interest at a rate greater than the Maximum Rate. It is further provided, however, that, notwithstanding the foregoing provisions, the Initial Note shall not be delivered unless prior to delivery, the Notes have been rated by a nationally recognized rating agency for municipal securities (I) in one of the four highest rating categories for long-term obligations or (II) in one of the three highest rating categories for short-term obligations, as required by Chapter 1371.

(c) *General*. The Notes (i) may be redeemed or prepaid prior to the respective scheduled maturity dates, (ii) shall have the characteristics, and (iii) shall be signed and sealed and the principal of and interest on the Notes shall be payable, all as provided, and in the manner required or indicated, in this Ordinance, including the FORM OF NOTES set forth in Exhibit "B" to this Ordinance, as may be modified in the Pricing Certificate, and in the Note Purchase Agreement.

(d) *Payments on Holidays*. In the event that any date for payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment will be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close, and such extended period of time shall be included in the computation of interest; provided, however, that the payment of interest on the Notes on such extended date shall have the same force and effect as if made on the original payment date.

Section 2.03. Payment of Notes; Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes shall be payable in immediately available funds, without exchange or collection charges to the Note Purchaser, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts. Payments of principal of and interest on the Certificates may be made by wire transfer of immediately available funds at no cost to the Note Purchaser.

The City Authorized Representative shall designate in the Pricing Certificate a bank to act as the Paying Agent/Registrar for the Notes. In the Note Purchase Agreement, the Note Purchaser, by accepting the appointment as Paying Agent/Registrar, will acknowledge receipt of copies of this Ordinance, and is deemed to have agreed to the provisions hereof. The City agrees and covenants to cause to be kept and maintained at the office of the Paying Agent/Registrar a Security Register, all as provided herein, in accordance with the terms and provisions of the Paying Agent/Registrar Agreement and such reasonable rules and regulations as the Paying

Agent/Registrar and the City may prescribe. In addition, to the extent required by law, the City covenants to cause to be kept and maintained the Security Register or a copy thereof in the State of Texas. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Notes. The City will not, without the prior written consent of the Note Purchaser (such consent not to be unreasonably withheld), appoint or permit the appointment of a successor Paying Agent/Registrar.

The principal of, premium, if any, and interest on the Notes due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the owner thereof appearing on the Security Register, and, to the extent permitted by law, neither the City nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary.

The Paying Agent/Registrar Agreement in substantially the form and substance attached hereto as Exhibit "C" is hereby approved and the City Authorized Representative is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

Section 2.04. Redemption. The Notes shall be subject to redemption or prepayment prior to scheduled maturity at such times and with such provisions as provided in the Pricing Certificate and the Note Purchase Agreement.

Section 2.05. Note Purchase Agreement. The draft of the Note Purchase Agreement relating to the Notes, in substantially the form submitted to the City Council with this Ordinance, is hereby approved pursuant to the terms of this Ordinance, including the prepayment, redemption, term and interest rates applicable to any Notes purchased thereunder. Subject to the provisions of this Ordinance, the City Authorized Representative may determine the final terms of the Note Purchase Agreement consistent with Section 1371.056(c) of Chapter 1371. The Note Purchase Agreement shall constitute a "credit agreement" under Chapter 1371. Any City Authorized Representative and the City's Bond Counsel are each hereby authorized to complete, amend and modify the Note Purchase Agreement and the Mayor and Mayor Pro Tem, and any City Authorized Representative are each hereby authorized to execute and deliver such Note Purchase Agreement, in the form so amended, completed and modified, and to take such other actions as shall be required under the Note Purchase Agreement in connection with the issuance of the Financial Security. The Note Purchase Agreement and the obligation of the City to make certain payments thereunder, including certain fees, will constitute a Subordinate Lien Obligation. Any City Authorized Representative may enter into transactions under the Note Purchase Agreement and execute any instruments in connection therewith, including requesting any increases or decreases to the stated amount of the Financial Security in accordance with the provisions of the Note Purchase Agreement but in no case may the stated amount of the Financial Security exceed (i) the amount of Notes authorized by the Pricing Certificate minus (ii) the amount of the initial Authorized Installment of the Notes delivered on the Original Issue Date.

Section 2.06. Registration and Ownership.

(a) *Registration of Notes*. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each owner of any Note issued under and pursuant to the provisions of this Ordinance.

(b) *Ownership of Notes*. The entity in whose name any Note shall be registered in the Security Register at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Ordinance, whether or not such Note shall be overdue, and, to the extent permitted by law, the City Council and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Note shall be made only to such Registered Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 2.07. Form of Notes. The Notes and the Authentication Certificate of the Paying Agent/Registrar to appear on each of the Notes, shall be substantially in the form set forth in Exhibit "B" to this Ordinance with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as may be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The Notes shall be typewritten, photocopied, printed, lithographed, engraved, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof.

Section 2.08. Execution and Registration. Notes shall be executed on behalf of the City by the Mayor and City Secretary under its seal reproduced or impressed thereon. The signature of said officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City as of their authorization shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Notes to the Note Purchaser, all as authorized and provided in Chapter 1201, Texas Government Code.

Subject to Section 2.02(a) hereof, no Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note the Authentication Certificate of the Paying Agent/Registrar substantially in the form provided in Exhibit "B" to this Ordinance, executed by the manual signature of an authorized officer or employee of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence that such Note has been duly certified, registered, and delivered.

Section 2.09. Control and Custody of Notes. The City Authorized Representative shall be and is hereby authorized to take and have charge of all necessary orders and records pending

investigation by the Attorney General of the State of Texas, including the printing and supply of printed Notes.

Furthermore, any one or more of the Mayor and Mayor Pro Tem, and the City Authorized Representative are each hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of Notes, the approval of the Attorney General of the State of Texas of Notes and, together with the City's bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of Notes to the Note Purchaser thereof.

Section 2.10. Mutilated, Destroyed, Lost, and Stolen Notes. If (1) any mutilated Note is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss or theft of any Note, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Note has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity date and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Note has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Note, pay such Note and the interest due thereon to the date of payment.

Upon the issuance of any new Note under this Section, the City may require payment by the Note Purchaser of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Note shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other outstanding Notes.

ARTICLE III
ESTABLISHMENT OF NOTE PROGRAM AND SECURITY THEREFOR

Section 3.01. Establishment of Program. This Ordinance is intended to establish a master plan for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of the Notes.

Section 3.02. Security; Subordinate Lien; and Pledge.

(a) The Notes and the other obligations under the Note Purchase Agreement are special obligations of the City, and the payment of the principal of and interest on the Notes and the other obligations under the Note Purchase Agreement are and shall be secured by and payable only from

a lien on and pledge of (i) the Pledged Revenues, and the Pledged Revenues are further pledged to the establishment and maintenance of the Payment Fund; provided that the pledge of Pledged Revenues securing the Notes and the other obligations under the Note Purchase Agreement is expressly made subordinate and inferior to the lien on and pledge of Pledged Revenues securing Parity Obligations, and the Notes and the other obligations under the Note Purchase Agreement shall constitute Subordinate Lien Obligations, as provided in the ordinances authorizing Parity Obligations, payable on a parity with all Subordinate Lien Obligations, and (ii) all amounts in the Payment Fund created and maintained pursuant to this Ordinance, and such amounts constitute funds held for that purpose, subject only to the provisions of this Ordinance permitting the application thereof for the purposes and on the terms and conditions set forth herein. The pledge herein made shall be irrevocable until the Notes and the other obligations under the Note Purchase Agreement have been paid and retired. The granting of this pledge by the City does not limit in any manner the rights of the City to issue any additional debt or incur any other obligations, except as otherwise set forth in the Note Purchase Agreement. The Notes are not secured by or payable from any funds raised or to be raised by the levy of taxes by the City nor a mortgage or deed of trust on any properties, whether real, personal, or mixed, constituting the System or otherwise, nor from any source other than as specified in this Ordinance.

(b) The City shall not issue Notes on a parity with the Parity Obligations.

(c) The City covenants to pay the principal of, premium, if any, and the interest on the Notes when due, whether by reason of maturity or redemption.

(d) Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge of the proceeds of the sale of Notes and the Pledged Revenues granted by the City under this section, and such pledge is therefore valid, effective, and perfected. If State law is amended at any time while the Notes are outstanding such that the pledge granted by the City under this section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Note Purchaser the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 3.03. No Reserve Funds Established. No reserve fund or account for the payment of debt service on the Notes or any other reserve or contingency fund or account is established or required by this Ordinance.

ARTICLE IV
CREATION OF FUNDS; PAYMENT

Section 4.01. Payment Fund. (a) A City Authorized Representative may create and establish a separate and special fund to be designated as the "City of Georgetown, Texas Utility System Subordinate Lien Revenue Notes (ERCOT Financial Security), Taxable Series Payment Fund" (the "Payment Fund"). Moneys on deposit in the Payment Fund shall be used to pay principal of and interest on Notes hereafter issued at the respective interest payment, maturity or

redemption dates (if any) of each issue of such Notes as provided herein and the repayment of any amounts owing under a Note Purchase Agreement.

(b) Pending the expenditure of moneys in the Payment Fund, if created and established, for authorized purposes, moneys deposited in said fund may be invested and reinvested by a City Authorized Representative in Permitted Investments, as directed in writing by a City Authorized Representative. Funds in the Payment Fund shall be held by a Depository.

Section 4.02. Disposition of Note Proceeds. Proceeds from the initial Authorized Installment of the Notes shall, as determined in the Pricing Certificate, promptly upon receipt thereof, be applied by the City Authorized Representative to pay a portion of the costs of issuance of the Notes.

Proceeds relating to any other Authorized Installments of the Notes corresponding to a drawing upon the Financial Security by ERCOT will be for the payment, on behalf or for the benefit of the City, of Project Costs of Eligible Projects.

Section 4.03. Defeasance of Notes. Notes shall not be deemed to have been paid in full unless payment of the principal of and interest on the Notes either (a) shall have been made or caused to be made in accordance with the terms of the Notes, the Note Purchase Agreement and this Ordinance, or (b) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument for such payment (i) lawful money of the United States of America sufficient to make such payment or (ii) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to provide for such payment.

ARTICLE V
COVENANTS OF THE CITY

Section 5.01. Limitation on Issuance. Unless this Ordinance is amended and modified by the City in accordance with the provisions of Article VI, the City covenants that there will not be issued and Outstanding at any time more than the maximum aggregate principal amount of Notes as provided in Section 2.01 of this Ordinance. The City, however, does reserve the right to increase said amount by an amendment to this Ordinance duly adopted by the City Council.

Section 5.02. Tax Exemption. The City does not intend to issue the Notes in a manner such that the Notes would constitute obligations described in section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed, and final regulations and procedures promulgated thereunder (the "Regulations"). The City covenants that it will not file an Internal Revenue Form 8038 or an Internal Revenue Form 8038-G with respect to the Notes.

Section 5.03. Federal Tax Information Reporting. To the extent required by the Code and the Regulations it shall be the duty of the Paying Agent/Registrar to report to the Registered Owners and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject

to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Notes and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Notes required to be included in the gross income of the owners thereof for federal income tax purposes.

Section 5.04. General Covenants. The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. The City will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance and in the Notes; it will promptly pay or cause to be paid the principal of and interest on the Notes on the dates and in the places and manner prescribed therein; and the City will, at the times and in the manner prescribed, deposit and credit or cause to be deposited and credited the amounts required to be deposited and credited to the Payment Fund, and any Registered Owner of Notes may require the City, its City Council, and its officials and employees, to carry out, respect, or enforce the covenants and obligations of this Ordinance, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the City, its City Council, and its officials and employees.

(b) City's Legal Authority. The City represents that it is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Notes; that all action on its part for the creation and issuance of the Notes has been duly and effectively taken, and that the Notes in the hands of the Registered Owners thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

(c) Title. The City has or will obtain lawful title to the lands, buildings, structures and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, for the benefit of the holders and owners of the Parity Obligations and the Notes, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Parity Obligations and the Notes in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. The City will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City.

(e) Operation of System; No Free Service. The City will, while any Notes are Outstanding, continuously and efficiently operate the System, and shall maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be allowed, and should the City or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value shall be made by the City out of funds from sources other than the Gross Revenues of the System, unless made from surplus or excess Pledged Revenues.

(f) Further Encumbrance. While the Notes are Outstanding, the City will not additionally encumber the Pledged Revenues in any manner, except as permitted in the ordinances authorizing Parity Obligations in connection with Additional Parity Obligations, unless said encumbrance is made on a parity with, or junior and subordinate in all respects to the liens, pledges, covenants and agreements hereof; but the right of the City to issue obligations subordinate to the Notes for any lawful purpose payable from a lien on all or a portion of the Pledged Revenues that is subordinate to the Notes is specifically recognized and retained. This Ordinance does not and is not intended to affect, limit, or prohibit the issuance of obligations of the City payable wholly or in part from ad valorem taxes.

(g) Sale or Disposal of Property. While any Notes are Outstanding, the City will not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof; provided that whenever the City deems it necessary to dispose of any other property, machinery, fixtures or equipment, it may sell or otherwise dispose of such property, machinery, fixtures or equipment when it has made arrangements to replace the same or provide substitutes therefor, unless it is determined that no such replacement or substitute is necessary; and, provided further, that the City retains the right to sell, convey, mortgage, encumber, lease or otherwise dispose of any significant or substantial part of the System if (i) the City Manager delivers a certificate to the City Council to the effect that, following such action by the City, the System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Obligations or the Notes are to be outstanding to comply with the obligations of the City contained in the ordinances authorizing Parity Obligations and this Ordinance; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each Rating Agency then maintaining a rating on any Parity Obligation or the Notes delivers a letter to the City to the effect that such sale, conveyance, mortgage, encumbrance, lease or other disposition will not cause the Rating Agency to withdraw or lower the rating then in effect. Proceeds from any sale hereunder not used to replace or provide for substitution of such property sold, shall be used for improvements to the System or to purchase or redeem Parity Obligations.

(h) Insurance. (1) The City shall cause to be insured such parts of the System as would usually be insured by municipal corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by municipal corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any

time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Registered Owners and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Parity Obligations, ratably in the proportion that the Outstanding principal of each series of Parity Obligations bears to the total Outstanding principal of all Parity Obligations, provided that if on any such occasion the principal of any such series is not subject to redemption, it shall not be regarded as Outstanding in making the foregoing computation; or

(ii) if none of the Outstanding Parity Obligations is subject to redemption, then for the purchase on the open market and retirement of said Parity Obligations in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any Parity Obligation shall not exceed the redemption price of such Parity Obligation on the first date upon which it becomes subject to redemption; or

(iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(2) The foregoing provisions of (1) above notwithstanding, the City shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the City.

(3) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(4) The payment of premiums for all insurance policies required under the provisions hereof and the costs associated with the maintenance of any self-insurance program shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other

than the operation of the System, but nothing herein shall be construed as preventing the City from doing so.

(i) Governmental Agencies. The City will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

(j) No Competition. The City will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities and, to the extent that it legally may, the City will prohibit any such competing facilities. Notwithstanding the foregoing, the City retains the right, however, to "opt in" to electric competition in accordance with State law if "opting in" will not materially adversely impact the Net Revenues of the System as evidenced by a certification of the City Manager.

(k) Disaggregation of System. The City retains the right to disaggregate the System into one or more independent resulting systems if (i) the City Manager delivers a certificate to the City Council to the effect that, following such action by the City, the remaining System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Obligations and the Notes are to be outstanding to comply with the obligations of the City contained in this Ordinance and in the ordinances authorizing Parity Obligations; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each Rating Agency then maintaining a rating on any Parity Obligation and the Notes delivers a letter to the City to the effect that such disaggregation will not cause the Rating Agency to withdraw or lower the rating then in effect on the Outstanding Parity Obligations or any Outstanding Notes.

Section 5.05. Rates And Charges. For the benefit of the Registered Owners of the Notes and in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, the City hereby expressly stipulates and agrees, while any of the Notes are Outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Gross Revenues in each Fiscal Year reasonably anticipated to be sufficient:

A. to pay Maintenance and Operating Expenses;

B. to produce Pledged Revenues at least equal to the greater of 1.25 times the Average Annual Debt Service Requirements (as defined and determined in accordance with the ordinances authorizing Parity Obligations) or 1.10 times the Maximum Annual Debt Service Requirements as defined and determined in accordance with the ordinances authorizing Parity Obligations);

C. to produce Pledged Revenues in amounts sufficient to enable the City to make the deposits and credits, if any, from Pledged Revenues to any reserve fund established by and in

accordance with the ordinances authorizing Parity Obligations securing any issue or series of Parity Obligations;

D. to produce Pledged Revenues, together with any other lawfully available funds (including the proceeds of debt which the City expects will be utilized to pay all or part of the principal of and/or interest on any obligations described in this subsection), sufficient to pay the principal of and interest on any Subordinate Lien Obligations issued by the City, including all payments and deposits required to be made into the Payment Fund for the Notes (including any obligations due and owning under a Note Purchase Agreement), and the amounts required to be deposited in any reserve or contingency fund created for the payment and security of any other Subordinate Lien Obligations and any other obligations or evidences of indebtedness issued or incurred that are payable from, in whole or in part, a subordinate lien on and pledge of the Pledged Revenues; and

E. to pay any other debt payable from the Pledged Revenues and/or secured by a lien on the Pledged Revenues.

Should the annual audit report required by the Ordinance reflect that the Pledged Revenues for the Fiscal Year covered thereby were less than necessary to meet the requirements of this Section, the City Council will review the operations of the System and the rates and charges for services provided, and the City Council will make the necessary adjustments or revisions, if any, in order that the Pledged Revenues for the succeeding year will be sufficient to satisfy the foregoing coverage requirements.

Section 5.06 Records and Accounts - Annual Audit. The City covenants and agrees that so long as any of the Notes remain Outstanding, the City will keep and maintain a separate and complete system of records and accounts pertaining to the operations of the System in which full, complete, true, proper, and correct entries shall be made of all dealings, transactions, business and affairs relating thereto, or which in any way affect or pertain to the System or the Gross Revenues or the Net Revenues thereof, as provided by generally accepted accounting principles, consistently applied, and by Sections 1502.067 and 1502.068, Texas Government Code, as amended, or other applicable law. The Registered Owners of the Notes or any duly authorized agent or agents of such Registered Owners shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, the City will cause an audit report of such records and accounts to be made by an Accountant. Copies of each annual audit shall be made available for public inspection during normal business hours at the City's principal office and the City Secretary's office and may be furnished to, upon written request, any Registered Owner of the Notes upon payment of the reasonable copying and mailing charges. Expenses incurred in making the annual audit of the operations of the System shall be considered as Maintenance and Operating Expenses.

ARTICLE VI
AMENDMENTS

Section 6.01. Amendments or Modifications with Consent of Note Purchaser. Any amendment to this Ordinance shall be subject to the prior written approval of the Note Purchaser as provided in the Note Purchase Agreement.

Section 6.02. Effect of Amendments. Upon the adoption by the City Council of any ordinance to amend this Ordinance pursuant to the provisions of this Article VI, this Ordinance shall be deemed to be amended in accordance with the Amended Ordinance, and the respective rights, duties, and obligations of the City and all the owners of then Outstanding Notes and all future Notes shall thereafter be determined, exercised, and enforced under this Ordinance.

Section 6.03. Additional Amendments. Subject to the provisions of Section 6.01 hereof, the City may, from time to time and at any time, adopt an Amended Ordinance which amends the provisions of an earlier Amended Ordinance.

ARTICLE VII
MISCELLANEOUS

Section 7.01. Ordinance to Constitute a Contract; Equal Security. In consideration of the acceptance of the Notes by those who shall hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the City and the Registered Owners and the Note Purchaser and the pledge made in this Ordinance by the City and the covenants and agreements set forth in this Ordinance to be performed by the City shall be for the equal and proportionate benefit, security, and protection of all owners of the Notes and the Note Purchaser, without preference, priority, or distinction as to security or otherwise of any of the Notes over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Ordinance or with respect to the Notes, the Note Purchase Agreement.

Section 7.02. Individuals Not Liable. All covenants, stipulations, obligations, and agreements of the City contained in this Ordinance shall be deemed to be covenants, stipulations, obligations, and agreements of the City and the City Council to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council or agent or employee of the City in his or her individual capacity and neither the members of the City Council nor any officer of the City shall be liable personally on the Notes or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 7.03. Additional Actions; Recitals.

(a) The Mayor and Mayor Pro Tem, the City Authorized Representatives and the City Secretary, and all other officers, employees and agents of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all

documents which they may deem necessary or advisable in order to consummate the issuance, sale, and delivery of the Notes and otherwise to effectuate the purposes of this Ordinance, the Note Purchase Agreement, and the Paying Agent/Registrar Agreement. In addition, the Mayor and Mayor Pro Tem, the City Secretary, the City Authorized Representatives, and Bond Counsel are hereby authorized to approve, subsequent to the date of adoption of this Ordinance, any amendments or supplements to the above named documents, and any technical amendments to this Ordinance as may be required by a Rating Agency as a condition to the granting or maintaining of a rating on the Notes acceptable to a City Authorized Representative, or as may be required by the Office of the Attorney General of the State in connection with the approval of this Ordinance or to correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance. In addition, the statements, findings, representations, and determinations set forth in the recitals to this Ordinance are hereby incorporated into and made a part of this Ordinance for all purposes.

(b) The obligation of the Note Purchaser to accept delivery of the Initial Note is subject to the Note Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the date of initial delivery of the Initial Note. The engagement of such firm as Bond Counsel to the City in connection with issuance, sale and delivery of the Notes is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or the City Manager and the Mayor or the City Manager is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City Manager or its Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

(c) A City Authorized Representative shall promptly give written notice to each Rating Agency then rating the Notes, as appropriate, of any changes or amendments to this Ordinance, or any other operative document used in connection with the issuance from time to time of the Notes.

Section 7.04. Severability of Invalid Provisions. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Notes issued hereunder.

Section 7.05. Performance on Business Days. Except as set forth in Section 2.02(d) hereof, whenever under the terms of this Ordinance or the Notes, the performance date of any provision hereof or thereof shall occur on a day other than a business day, then the performance thereof need not be made on such day but may be performed on the next succeeding business day with the same force and effect as if made on the date of performance is scheduled.

Section 7.06. Limitation of Benefits With Respect to the Ordinance. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or

implied from the provisions of this Ordinance or the Notes is intended or should be construed to confer upon or give to any person other than the City, the Note Purchaser, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Note Purchaser, and the Paying Agent/Registrar as herein and in the Paying Agent/Registrar Agreement and the Note Purchase Agreement provided.

Section 7.07. Approval of Attorney General. No Notes herein authorized to be issued shall be sold or delivered by a City Authorized Representative until the Attorney General of the State shall have approved the Notes authorized by this Ordinance and the proceedings related thereto and the Note Purchase Agreement, and other agreements and proceedings as may be required in connection therewith, and the Comptroller of Public Accounts of the State of Texas has registered the record of proceedings relating to this Ordinance and the Notes, all as is required by the Acts.

Section 7.08. Notices. (a) The City Authorized Representative shall provide the Rating Agencies with written notice of the occurrence of the following events: (i) the appointment of a successor Paying Agent/Registrar, (ii) amendments or supplements to the Ordinance or the Paying Agent/Registrar Agreement, (iii) the defeasance of all Outstanding Notes and (iv) the termination of the Note program.

(b) Except as otherwise required herein, all notices required or authorized to be given to the City or the Paying Agent/Registrar pursuant to this Ordinance shall be in writing and shall be sent by registered or certified mail, postage prepaid, to the following addresses or otherwise given in a manner deemed, in writing, acceptable to the party to receive the notice:

1. to the City, to:
   808 Martin Luther King Jr. Street
   Georgetown Texas 78626
   Attn: Chief Financial Officer
   Telephone: (512) 930-3677

2. to the Paying Agent/Registrar, to:
   (as provided in the Paying Agent/Registrar Agreement)

3. to the Note Purchaser, to:
   (as provided in the Note Purchase Agreement)

or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Each of the following events shall constitute and is referred to in this Ordinance as an "Event of Default":

(a) a failure by the City to pay principal of or interest on any Note when the same shall have become due and payable;

(b) a failure by the City to observe and perform any covenant, condition, agreement or provision contained in the Notes or in this Ordinance on the part of the City to be observed or performed, which materially, adversely affects the rights of the owners of the Notes, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance and which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the City by the Paying Agent/Registrar or any owner of the Notes;

(c) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including, without limitation, proceedings under the United States Bankruptcy Code (as the same may from time to time be hereafter amended), or other proceedings for relief under any federal or State bankruptcy law or similar law for the relief of debtors are instituted by the City;

(d) an "Event of Default" shall have occurred and be continuing under the Note Purchase Agreement; or

(e) the occurrence of any other Event of Default as is provided in an Amended Ordinance.

If any Event of Default has occurred, but is subsequently cured or waived, then such Event of Default shall no longer constitute an Event of Default hereunder.

Section 8.02. Remedies for Default.

(a) Upon the happening of any Event of Default, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefore, may proceed against the City or the City Council, as appropriate, for the purpose of protecting and enforcing the rights of the owners of Notes under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the owners of Notes hereunder or any combination of such remedies. It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all owners of Notes then Outstanding.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance,

the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance.

(c) By accepting the delivery of a Note authorized under this Ordinance, a Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the City or the City Council.

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 10th day of November, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor
City of Georgetown, Texas

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

[Sig Pg to Ord]

EXHIBIT "A"

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Acts*" means Chapter 1371 and Chapter 1502, Texas Government Code, as amended.

"*Amended Ordinance*" means any ordinance amending or amending and restating this Ordinance entered into as provided in Article VI of this Ordinance.

"*Authorized Installment*" means on the Original Issue Date, an amount determined in the Pricing Certificate and on each Issue Date thereafter, an amount equal to the amount of any draw upon the Financial Security by ERCOT, reflecting payment by the Note Purchaser of the purchase price of such Authorized Installment of the Notes to ERCOT on behalf of the City.

"*Authorized Installment Draw Period*" means the period commencing on the Original Issue Date and ending immediately following the effective date of the end of the term of the Financial Security, whether by termination, non-renewal or otherwise.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. or an attorney or law firm of attorneys of national recognition selected or engaged by the City with knowledge and experience in the field of municipal finance.

"*Chapter 1371*" means Chapter 1371, Texas Government Code, as amended.

"*City*" means the City of Georgetown, Texas.

"*City Authorized Representative*" means one or more of the following officers or employees of the City: the Mayor, the Mayor Pro-Tem, the City Manager, each Assistant City Manager, the City's Chief Financial Officer (or any successors to any such positions), or such other officer or employee of the City authorized by the City Council to act as a City Authorized Representative.

"*City Council*" means the City Council of the City.

"*Defeasance Securities*" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of

America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law in existence at the time of such defeasance that may be used to defease obligations such as the Notes.

"*Depository*" means such banks or trust companies, or any one of them at any time, selected by the City for the custody of the special funds to be maintained by the City.

"*Eligible Projects*" means, as permitted by the Acts, including Chapter 1371, the acquisition, purchase, sale of any property, including any contractual obligations related thereto, for which, except with respect to the initial Authorized Installment, ERCOT may draw upon the Financial Security for the payment thereof, on behalf or for the benefit of the City.

"*ERCOT*" means The Electric Reliability Council of Texas and any successor thereto.

"*Financial Security*" means the letter of credit of the Note Purchaser provided for in the Note Purchase Agreement (and any extension or amendment of such letter of credit or any substitute or replacement letter of credit of the Note Purchaser) provided to ERCOT for the benefit of the City pursuant to Section 16 of the ERCOT Nodal Protocols.

"*Fiscal Year*" means the 12-month operational period of the City commencing on October 1 of each year, or such other twelve-month period as may in the future be designated as the Fiscal Year of the City.

"Gross Revenues" and "*Gross Revenues of the City's System"* mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System; including the interest income from investment or deposit of money in any fund or account created by any ordinance authorizing Parity Obligations or Subordinate Lien Obligations or any fund or account maintained by the City in connection with the System; and any other revenues hereafter pledged to the payment of Parity Obligations or Subordinate Lien Obligations.

"*Initial Note*" means the non-interest bearing Note, numbered T-1, delivered to and held by the Paying Agent/Registrar in accordance with Section 2.02 hereof.

"*Issue Date*" means the date of delivery of an Authorized Installment of the Notes.

"*Latest Draw Date*" shall mean November 30, 2029, as may be extended in accordance with the Note Purchase Agreement.

"*Maintenance and Operating Expenses*" means the reasonable and necessary expenses of operation and maintenance of the System as required by Section 1502.058, Texas Government Code, as amended, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or conditions which would otherwise impair Parity Obligations or Subordinate Lien Obligations), and all payments under contracts now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered as a Maintenance and Operating Expense. The definition includes a two-month reserve amount, as provided in the ordinances authorizing Parity Obligations.

"*Maximum Available Amount*" means the maximum amount that is available to be drawn on the Financial Security on any particular day.

"*Maximum Maturity Date*" means the ninetieth day after the Latest Draw Date, as may be extended in accordance with the Note Purchase Agreement.

"*Maximum Rate*" means the lesser of the (i) maximum net effective interest rate (as defined in and calculated in accordance with the provisions of Chapter 1204, Texas Government Code, as amended) and (ii) maximum non-usurious lawful rate of interest permitted by applicable law.

"*Net Revenues"* and "*Net Revenues of the City's System"* mean all Gross Revenues remaining after deducting the Maintenance and Operating Expenses.

"*Note Purchase Agreement*" means the Note Purchase Agreement between the City and the Note Purchaser, including any amendment, supplement. restatement or extension of such Note Purchase Agreement pursuant to the terms thereof.

"*Note Purchaser*" means Wells Fargo Bank, National Association, and its successors and assigns under the Note Purchase Agreement.

"*Notes*" means the "City of Georgetown, Texas Utility System Subordinate Lien Revenue Notes (ERCOT Financial Security), Taxable Series", including any Authorized Installments, issued pursuant to the provisions of this Ordinance, having the terms and characteristics specified in Section 2.02 and in the form described in Exhibit "B" hereto.

"*Ordinance*" means this "Ordinance Authorizing the Issuance of City Of Georgetown, Texas Utility System Subordinate Lien Revenue Notes (ERCOT Financial Security), Taxable Series; Pledging Certain Revenues In Support Of The Notes; Approving A Note Purchase Agreement And A Paying Agent/Registrar Agreement; And Authorizing Other Related Matters," adopted by the City Council on November 10, 2026 and as it may be amended or supplemented from time to time by an Amended Ordinance.

"*Original Issue Date*" means the date of delivery of the initial Authorized Installment, the Note Purchase Agreement and the Financial Security.

"*Outstanding*", when used with respect to Notes, means all Notes which have been authenticated and delivered under this Ordinance, except: (a) Notes cancelled or purchased by the Paying Agent/Registrar for cancellation or delivered to or acquired by the Paying Agent/Registrar for cancellation and, in all cases, with the intent to extinguish the debt represented thereby (including Notes surrendered pursuant to Section 2.10 hereof); (b) Notes in lieu of which other Notes have been authenticated; (c) Notes that have become due (at maturity or on redemption or otherwise) and for the payment of which sufficient moneys, including interest accrued to the due date, are held by the Paying Agent/Registrar; (d) Notes which, under the terms of this Ordinance, are deemed to be no longer Outstanding; and (e) for purposes of any consent or other action to be taken by the Registered Owners of a specified percentage of Notes under this Ordinance, Notes held by or for the account of the City or by any person controlling, controlled by or under common control with the City.

"Outstanding", when used with respect to Parity Obligations or Subordinate Lien Obligations, as applicable, means, as of the date of determination, all Parity Obligations or Subordinate Lien Obligations, as applicable, theretofore delivered under the ordinance authorizing such obligations, except:

(1) Parity Obligations or Subordinate Lien Obligations, as applicable, theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Parity Obligations or Subordinate Lien Obligations, as applicable, deemed paid pursuant to the defeasance provisions of the ordinance authorizing such obligations;

(3) Parity Obligations or Subordinate Lien Obligations, as applicable, upon transfer of or in exchange for and in lieu of which other Parity Obligations or Subordinate Lien Obligations, as applicable, have been authenticated and delivered pursuant to the provisions of the ordinance authorizing such Obligation; and

(4) Parity Obligations or Subordinate Lien Obligations, as applicable, under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Paying Agent/Registrar*" means such entity or entities acting as such which are appointed by the City Authorized Representative pursuant to Section 2.03 hereof and have executed and delivered a Paying Agent/Registrar Agreement as approved and executed by a City Authorized Representative. When there is a co-Paying Agent/Registrar, either may perform the functions and duties of the Paying Agent/Registrar hereunder and under the Paying Agent/Registrar Agreement.

"*Paying Agent/Registrar Agreement*" means any paying agent and registrar agreement authorized to be entered into by Section 2.03 hereof, and any and all modifications, alterations,

amendments and supplements thereto, or any other Paying Agent/Registrar Agreement entered into by the City and the Paying Agent/Registrar with respect to the Notes.

"*Payment Fund*" means that fund created pursuant to Section 4.01 hereof.

"*Parity Obligations*" means the Previously Issued Parity Obligations and any additional Parity Obligations hereafter issued by the City in accordance with the ordinances authorizing Parity Obligations or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Council in accordance with applicable law) if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Pledged Revenues*" means (1) the Net Revenues, plus (2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the City to the payment of the Parity Obligations, and excluding those revenues excluded from Gross Revenues.

"*Previously Issued Parity Obligations"* means the Outstanding Parity Obligations of the City entitled:

(i) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2014";
(ii) "City of Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2014";
(iii) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2014A";
(iv) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2015";
(v) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2016";
(vi) "City of Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2016";
(vii) "City of Georgetown, Texas Utility System Revenue and Refunding Bonds, Series 2017";
(viii) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2018";
(ix) "City of Georgetown, Texas Utility System Revenue Bond, Series 2020";
(x) "City of Georgetown, Texas Utility System Revenue Refunding Bond, Series 2020";
(xi) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2022";
(xii) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2023";
(xiii) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2024";
(xiv) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2025";
(xv) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026";
(xvi) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026A";
(xvii) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026B"; and
(xviii) "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026C".

"*Project Costs*" means all costs and expenses defined as "project costs" under Chapter 1371 incurred in relation to Eligible Projects and permitted by law to be paid with the proceeds of the Notes, including the purchase of electricity.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to Parity Obligations or the Notes, as applicable.

"*Registered Owner*" means the person or entity in whose name any Note is registered in the Security Register.

"*Security Register*" means the books and records kept and maintained by the Paying Agent/Registrar relating to the registration and payment of the Notes and the interest thereon.

"*Special Project*" means, to the extent permitted by law, any electric, waterworks, sanitary sewer, wastewater reuse or municipal drainage system property, improvement or facility declared by the City not to be part of the System, for which the costs of acquisition, construction and installation are paid from proceeds of a financing transaction other than the issuance of bonds payable from ad valorem taxes, Pledged Revenues or Net Revenues and for which all maintenance and operation expenses are payable from sources other than ad valorem taxes, Pledged Revenues or Net Revenues, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction and installation under such financing transaction.

"*State*" means the State of Texas.

"*Subordinate Lien Obligations*" means (i) any Outstanding Notes, (ii) the "City of Georgetown Combination Tax and Surplus Revenue Public Property Finance Contractual Obligation, Taxable Series 2021" to the extent payable from a pledge of the surplus revenues of the City's electric system as provided in the ordinance authorizing such obligation, (iii) any bonds, notes, warrants, certificates of obligation, contractual obligations or other debt issued by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of any Parity Obligations issued by the City and (iv) obligations hereafter issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues on a parity with the Subordinate Lien Obligations.

"*System*" means as currently comprised, the City's combined electric, waterworks and sewer system, which includes all properties, facilities, plants, improvements, equipment, interests and rights currently owned, operated and maintained by the City for the (i) generation, transmission, distribution or sale of electric power and energy, (ii) supply, treatment, and transmission and distribution of treated potable water and (iii) collection and treatment of wastewater, and for water reuse, together with all future extensions, improvements, purchases, repairs, replacements and additions thereto, whether situated within or without the limits of the

City, and all water (in any form) owned by the City; provided, however, that the City expressly retains the right to (i) sale or disaggregate the System as set forth in Section 5.04(k) of this Ordinance and (ii) incorporate any other utility system as provided by the laws of the State of Texas as a part of the System. The System shall not include any Special Project or any disaggregated part of the System as provided in Section 5.04(k) of this Ordinance.

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EXHIBIT "B"

FORM OF NOTES

UNITED STATES OF AMERICA
STATE OF TEXAS
WILLIAMSON COUNTY

CITY OF GEORGETOWN, TEXAS
UTILITY SYSTEM SUBORDINATE LIEN REVENUE NOTES
(ERCOT FINANCIAL SECURITY), TAXABLE SERIES A

NO.: ___ Issue Date: _____

Principal Amount: $_____ Maturity Date: _____

Dated Date: _____

Interest Rate or Interest Rate Formula (%):_____ [1]

THE CITY OF GEORGETOWN, IN GEORGETOWN COUNTY, TEXAS (the "*City*") being a political subdivision of the State of Texas, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of

WELLS FARGO BANK, NATIONAL ASSOCIATION (the "*Bank*")

on the Maturity Date specified above [or date of prior redemption][2], the Principal Amount set forth above, and to pay interest on said Principal Amount, if any, on the dates provided in the Note Purchase Agreement at said Maturity Date [or date of prior redemption][2], from the above specified Issue Date to said Maturity Date [or date of prior redemption][2] at the rate of interest calculated as shown above (computed on the basis of actual days elapsed and a 360 day year) and as provided for in the Note Purchase Agreement (as defined herein); both principal and interest on this Note being payable in lawful money of the United States of America in freely transferable and immediately available funds at the principal corporate office of the Paying Agent/Registrar executing the "Certificate of Authentication" endorsed hereon and appearing below.

This Note is one of a duly authorized issue of notes of the City (the "Notes") issued in the aggregate principal amount of $_____,000, pursuant to the laws of the State of Texas, including

[1] As provided for in the Pricing Certificate.

[2] If the Notes are subject to redemption as provided in the Pricing Certificate.

specifically Chapter 1371 and Chapter 1502, Texas Government Code, as amended (the "Acts"), and under and pursuant to an ordinance of the City Council of the City adopted November 10, 2026 (the "Ordinance") for the purpose of financing Project Costs of Eligible Projects. The Notes are secured by the Ordinance, on a parity with all other Subordinate Lien Obligations and subject only to the payment of Parity Obligations, if any. Terms used herein and not otherwise defined shall have the meanings given in the Ordinance and in the Note Purchase Agreement dated November 30, 2026 between the City and the Bank relating to the Notes (the "Note Purchase Agreement").

The initial Authorized Installment of the Notes issued on the Original Issue Date is in the principal amount of $____,000. Thereafter, additional Authorized Installments of the Notes in a principal amount not to exceed $_____,000 may be issued on any date so long as the total aggregate principal amount of Notes issued does not exceed $_____,000, as reflected in the Schedule of Authorized Installment Deliveries attached to the Initial Note. The foregoing notwithstanding, in no event shall an Authorized Installment of the Notes be issued after the end of the Authorized Installment Draw Period, and in no event shall an Authorized Installment be issued and delivered in an amount that exceeds the Maximum Available Amount in effect as of the date of the applicable draw on the Financial Security; provided that the aggregate principal amount of all Authorized Installments issued and delivered under the Ordinance may at times exceed the then applicable Maximum Available Amount due to a reduction in such amount subsequent to the issuance of Authorized Installments pursuant to the terms of the Financial Security but in no case shall the aggregate principal amount of all Authorized Installments issued and delivered under the Ordinance exceed $_____,000.

Anything contained herein to the contrary notwithstanding, if the rate of interest payable under any Authorized Installment shall exceed the Maximum Interest Rate (as defined in the Note Purchase Agreement) for any period for which interest is payable, then (i) interest at the Maximum Interest Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof without regard to the Maximum Interest Rate and (B) the Maximum Interest Rate (the "Excess Interest"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Interest Rate, at which time the City shall pay to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal the Maximum Interest Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest is fully paid to the Bank, not to exceed the Maturity Date.

The Notes are special obligations of the City, and the payment of the principal of and interest on the Notes is and shall be secured by and payable only from a lien on and pledge of the Pledged Revenues; provided that the pledge of Pledged Revenues securing the Notes is expressly made subordinate and inferior to the lien on and pledge of Pledged Revenues securing Parity Obligations, and the Notes shall constitute Subordinate Lien Obligations, payable, together with all Outstanding Subordinate Lien Obligations and any additional Subordinate Lien Obligations hereafter, solely from and equally secured by a lien on and pledge of the Pledged Revenues. The

Notes are not secured by or payable from any funds raised or to be raised by the levy of taxes by the City nor a mortgage or deed of trust on any properties, whether real, personal, or mixed, constituting the System or otherwise, nor from any source other than as specified in the Ordinance.

[INSERT ADDITIONAL PROVISIONS, IF ANY, PROVIDED FOR IN THE PRICING CERTIFICATE AND THE NOTE PURCHASE AGREEMENT DEEMED NECESSARY BY THE AUTHORIZED REPRESENTATIVE, INCLUDING ANY PREPAYMENT AND/OR REDEMPTION PROVISIONS, ALL PURSUANT TO SECTIONS 2.02 AND 2.04 OF THE ORDINANCE.]

The pledge of Pledged Revenues under the Ordinance may be discharged at or prior to the maturity of the Notes upon the making of provision for their payment on the terms and conditions set forth in the Ordinance.

The City has reserved the right to issue additional Subordinate Lien Obligations payable solely from and equally and ratably secured by a parity lien on and pledge of the Pledged Revenues and other moneys and securities pledged under the Ordinance to the payment of the Notes.

Subject to satisfying the terms and conditions stated in the ordinances authorizing the Parity Obligations, the City has also reserved the right to issue additional Parity Obligations payable solely from and equally and ratably secured by a parity lien on and pledge of the Pledged Revenues that is senior and superior to the lien on Pledged Revenues securing the Notes.

Reference is hereby made to the Ordinance, copies of which may be obtained upon request to the City, and to all of the provisions of which any owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Notes; the Pledged Revenues; the nature and extent and manner of enforcement of the pledge; the rights of the City to issue additional Parity Obligations and additional Subordinate Lien Obligations; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners; the rights and remedies of the owner hereof with respect hereto and thereto; the rights, duties and obligations of the City; the terms and provisions upon which the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity or redemption of this Note and this Note thereafter no longer to be secured by the Ordinance or be deemed to be outstanding thereunder; and for the other terms and provisions thereof.

It is hereby certified, recited, represented, and declared that the City is a duly organized and legally existing political subdivision of the State of Texas, organized under and by virtue of the Constitution and laws of the State of Texas; that the issuance of this Note and the series of which it is a part are duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of this Note to render the same lawful and valid have been properly done, have happened and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas and the Ordinance; that this series of Notes does not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on this Note and the series of which

it is a part as aforestated. In case any provision in this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

This Note has been issued pursuant to proceedings approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Except as provided in Section 2.02(a) of the Ordinance, this Note shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Paying Agent/Registrar or the Comptroller of Public Accounts, as applicable, of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, the City has authorized and caused this Note to be executed and attested on its behalf by the manual or facsimile signatures of the Mayor of the City (or in the Mayor's absence, of the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Secretary of said City and its official seal impressed or a facsimile thereof to be printed hereon.

_____ _____

City Secretary Mayor

(SEAL)

Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Note only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER '
OF PUBLIC ACCOUNTS '
THE STATE OF TEXAS ' REGISTER NO. _____

I HEREBY CERTIFY that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

Form of Authentication Certificate of Paying Agent/Registrar.

AUTHENTICATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Resolution; the note or notes of the above titled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

[_____]
as Paying Agent/Registrar

Registered this date:

_____

By: _____
Authorized Signature

Form of Schedule of Authorized Installments Deliveries to appear on Initial Note only.

SCHEDULE OF AUTHORIZED INSTALLMENT DELIVERIES

Issue Date	No.	Principal Amount	Remaining Available Principal Balance	Date Paid	Principal and Interest Paid
_____	___	_____	_____	_____	_____
_____	___	_____	_____	_____	_____
_____	___	_____	_____	_____	_____
_____	___	_____	_____	_____	_____

EXHIBIT "C"

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT dated as of November 30, 2026 (this "Agreement"), by and between the City of Georgetown, Texas (the "City"), and The Bank of New York Mellon Trust Company, N.A., a national association, duly organized and operating under the laws of the United States of America (the "Paying Agent/Registrar").

RECITALS

WHEREAS, the City has duly authorized and provided for the issuance of Utility System Subordinate Lien Revenue Notes (ERCOT Financial Security), Taxable Series A in the aggregate principal amount of $30,005,000 (the "Notes"), such Notes to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Notes are scheduled to be delivered, in installments, to the initial purchaser thereof pursuant to terms of the Ordinance (hereinafter defined) and a Note Purchase Agreement, dated November 30, 2026, between the City and Wells Fargo Bank, National Association (the "Note Purchase Agreement") effective on November 30, 2026;

WHEREAS, the City has selected The Bank of New York Mellon Trust Company, N.A. to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Notes and with respect to the registration, and installment delivery thereof by the registered owners thereof; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. has agreed to serve in such capacities for and on behalf of the City and has full power and authority to perform and serve as Paying Agent/Registrar for the Notes;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF THE BANK OF NEW YORK MELLON TRUST COMPANY AS PAYING AGENT AND REGISTRAR

Section 1.01. APPOINTMENT. The City hereby appoints The Bank of New York Mellon Trust Company, N.A. to serve as Paying Agent with respect to the Notes. As Paying Agent for the Notes, the Paying Agent/Registrar shall be responsible for paying on behalf of the City the principal, premium, if any, and interest on the Notes as the same become due and payable to the registered owners thereof, all in accordance with this Agreement, the "Ordinance" (hereinafter defined) and the Note Purchase Agreement.

The City hereby appoints The Bank of New York Mellon Trust Company, N.A. as Registrar with respect to the Notes. As Registrar for the Notes, the Paying Agent/Registrar shall keep and maintain for and on behalf of the City books and records as to the ownership of said Notes as provided herein, in the "Ordinance" and the Note Purchase Agreement.

The Bank of New York Mellon Trust Company, N.A. hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Notes as set forth herein, in the Ordinance and the Note Purchase Agreement.

Section 1.02. COMPENSATION AND EXPENSES. (a) As compensation for the services of The Bank of New York Mellon Trust Company, N.A. as Paying Agent/Registrar, the City hereby agrees to pay the Paying Agent/Registrar the fees and amounts set forth in Schedule A attached hereto.

(b) In addition, the City agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Paying Agent/Registrar in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01. DEFINITIONS. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires the following terms shall have the meanings set forth in this Section. Any terms not otherwise defined herein have the meanings given such terms in the Ordinance.

"Fiscal Year" means the twelve-month period used by the City in connection with the operation of the System which may be any consecutive twelve month period established by the City.

"Holder" and "Note Holder" each means the Person in whose name a Note is registered in the Note Register.

"City Request" and "City Ordinance" means a written request or ordinance signed in the name of the City by the Mayor of the City, any one or more of said officials, delivered to the Paying Agent/Registrar.

"Legal Holiday" means a day on which the Paying Agent/Registrar is required or authorized to be closed.

"Note Register" means a register maintained by the Paying Agent/Registrar on behalf of the City providing for the registration and transfer of the Notes.

"Ordinance" means the Ordinance of the City Council of the City pursuant to which the Notes are issued, certified by the City Secretary or any other officer of the City and delivered to the Paying Agent/Registrar.

"Paying Agent/Registrar Office" means the designated corporate trust office of the Paying Agent/Registrar indicated on the signature page hereof. The Paying Agent/Registrar will notify the City in writing of any change in location of the Paying Agent/Registrar Office.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance and the Note Purchase Agreement.

"Responsible Officer" when used with respect to the Paying Agent/Registrar means any officer within the corporate trust department of the Paying Agent/Registrar having direct responsibility for administration of the Notes.

"Stated Maturity" means the date specified in the Ordinance on which the principal of a Note is scheduled to be due and payable.

Section 2.02. OTHER DEFINITIONS. The terms "the City," "Paying Agent/Registrar" and "Notes (Note)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to The Bank of New York Mellon Trust Company, N.A. in the performance of the duties and functions of this Agreement and the Ordinance.

ARTICLE THREE
PAYING AGENT

Section 3.01. DUTIES OF PAYING AGENT. As Paying Agent, the Paying Agent/Registrar shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the principal of each Note at its Stated Maturity or Redemption Date, to the Holder upon surrender of the Note to the Paying Agent/Registrar at the Paying Agent/Registrar Office.

As Paying Agent, the Paying Agent/Registrar shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the interest on each Note when due, by computing the amount of interest to be paid each Holder pursuant to the terms of the Notes and preparing and sending checks by United States mail, first-class postage prepaid, on each payment date, to the Holders of the Notes (or their Predecessor Notes) on the respective Record Date, to the address appearing on the Note Register or by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. **PAYMENT DATES**. the City hereby instructs the Paying Agent/Registrar to pay the principal of, premium if any, and interest on the Notes on the dates specified in the Ordinance and the Notes.

Section 3.03. **REPORTING REQUIREMENTS**. To the extent required by the Internal Revenue Code of 1986 and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto, the Paying Agent/Registrar shall report, or assure that a report is made to the Holder and the Internal Revenue Service, any amount of acquisition premium, interest paid on, original issue discount or adjusted basis of the Note.

ARTICLE FOUR
REGISTRAR

Section 4.01. **NOTE REGISTER**. The Paying Agent/Registrar agrees to keep and maintain for and on behalf of the City at the Paying Agent/Registrar Office books and records (herein sometimes referred to as the "Note Register") for recording the names and addresses of the Holders of the Notes, the replacement of the Notes and the payment of the principal of, premium, if any, and interest on the Notes to the Holders and containing such other information as may be reasonably required by the City and subject to such reasonable regulations as the City and the Paying Agent/Registrar may prescribe. All replacement Notes shall be noted in the Note Register.

Section 4.02. **CERTIFICATES AND ISSUANCE AND DELIVERY OF AUTHORIZED INSTALLMENTS**. On or before November 30, 2026, the City shall provide an adequate inventory of printed, typewritten Notes to facilitate installment deliveries of the same thereof and The Bank of New York Mellon Trust Company, N.A. hereby agrees to the obligations of the Paying Agent/Registrar set forth in the Ordinance and the Note Purchase Agreement with respect to the issuance and delivery of "Authorized Installments" (as defined in the Ordinance). the City shall provide a certified copy of the Ordinance and a copy of the executed Note Purchase Agreement to the Paying Agent/Registrar, upon which copies the Paying Agent/Registrar shall be entitled to conclusively rely. The City shall provide written notice and copies of any supplements or amendments to the Ordinance or the Note Purchase Agreement, and in the absence of such notice the Paying Agent/Registrar shall be entitled to assume that so such supplements or amendments have been entered into or made. The City agrees to provide the Paying Agent/Registrar additional inventories of printed, typewritten Notes to facilitate additional installment deliveries of the Notes promptly upon receipt of a request of the Paying Agent/Registrar for such additional inventories. The Paying Agent/Registrar covenants that the inventory of printed Notes will be kept in safekeeping pending their use, and reasonable care will be exercised by the Paying Agent/Registrar in maintaining such Notes in safekeeping, which shall be not less than the care maintained by the Paying Agent/Registrar for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

In accordance with the Ordinance, the Paying Agent/Registrar will not issue and deliver any Authorized Installments after the end of the Authorized Installment Draw Period (as defined in the Ordinance), and the Paying Agent/Registrar will not issue and deliver an Authorized Installment in an amount that exceeds the Maximum Available Amount (as defined in the Ordinance) in effect as of the date of the applicable draw on the Financial Security (as defined in

the Ordinance), but in no case may the aggregate principal amount of all Authorized Installments issued and delivered under the Ordinance exceed $30,005,000. the City shall promptly notify the Paying Agent/Registrar of any changes to the Maximum Available Amount made pursuant to the Note Purchase Agreement and of the end of the Authorized Installment Draw Period, provided that the Paying Agent/Registrar may alternatively receive actual notice of such events from the Note Purchaser (as defined in the Ordinance).

Section 4.03. FORM OF NOTE REGISTER. The Paying Agent/Registrar, as Registrar, will maintain the Note Register relating to the registration and payment of the Notes in accordance with the Paying Agent/Registrar's general practices and procedures in effect from time to time. The Paying Agent/Registrar shall not be obligated to maintain such Note Register in any form other than those which the Paying Agent/Registrar has currently available and currently utilizes at the time.

The Note Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. LIST OF NOTE HOLDERS. The Paying Agent/Registrar will provide the City at any time requested by the City, upon payment of the required fee, a copy of the information contained in the Note Register. The City may also inspect the information contained in the Note Register at any time the Paying Agent/Registrar is customarily open for business, provided that reasonable time is allowed the Paying Agent/Registrar to provide an up-to-date listing or to convert the information into written form.

The Paying Agent/Registrar will not release or disclose the contents of the Note Register to any person other than to, or at the written request of, an authorized officer or employee of the City, except upon receipt of a subpoena or court order or as otherwise required by law. Upon receipt of a subpoena or court order and prior to the release or disclosure of the contents of the Note Register, the Paying Agent/Registrar will notify the City so that the City may contest the court order or such release or disclosure of the contents of the Note Register, unless the Paying Agent/Registrar is prohibited by law from doing so.

Section 4.05. CANCELLATION CERTIFICATES. Upon written request, the Paying Agent/Registrar will submit to the City a cancellation certificate or certificates listing the Notes which have been canceled.

Section 4.06. MUTILATED, DESTROYED, LOST OR STOLEN NOTES. The City hereby instructs the Paying Agent/Registrar, subject to the applicable provisions of the Ordinance, to deliver and issue Notes in exchange for or in lieu of mutilated, destroyed, lost or stolen Notes as long as the same does not result in an over issuance.

In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar, in its discretion, may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed lost or stolen Note, only after (i) the delivery of the mutilated Note or the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the

destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

Section 4.07. TRANSACTION INFORMATION TO the City. The Paying Agent/Registrar will, within a reasonable time after receipt of written request from the City, furnish the City information as to the Notes it has paid pursuant to Section 3.01, Notes it has delivered upon the transfer or exchange of any Notes pursuant to Section 4.01, and Notes it has delivered in exchange for or in lieu of mutilated, destroyed, lost or stolen Notes pursuant to Section 4.06.

ARTICLE FIVE
THE PAYING AGENT/REGISTRAR

Section 5.01. DUTIES OF THE PAYING AGENT/REGISTRAR. The Paying Agent/Registrar undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof. The Paying Agent/Registrar shall only have the duties expressly set forth herein and in the Ordinance, and the Paying Agent/Registrar shall have no implied obligations or duties.

Section 5.02. RELIANCE ON DOCUMENTS, ETC. (a) The Paying Agent/Registrar may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Paying Agent/Registrar.

(b) The Paying Agent/Registrar shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Paying Agent/Registrar was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Paying Agent/Registrar to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Paying Agent/Registrar may rely and shall be protected in acting or refraining from acting upon any Ordinance, order, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Paying Agent/Registrar need not examine the ownership of any Notes, but is protected in acting upon receipt of Notes containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Paying Agent/Registrar shall not be bound to make any investigation into the facts or matters stated in a resolution, order, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the City.

(e) The Paying Agent/Registrar may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) The Paying Agent/Registrar may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Paying Agent/Registrar.

(g) The Paying Agent/Registrar shall not be liable for any loss or damage, including reasonable counsel fees and expenses, resulting from its actions or omissions to act hereunder, except for any loss or damage arising out of its own negligence or willful misconduct. In no event shall the Paying Agent/Registrar be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Paying Agent/Registrar has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 5.03. RECITALS OF THE CITY. The recitals contained herein with respect to the City and in the Notes shall be taken as the statements of the City and the Paying Agent/Registrar assumes no responsibility for their correctness.

The Paying Agent/Registrar shall in no event be liable to the City, any Holder or Holders of any Note, or any other Person for any amount due on any Note from its own funds.

Section 5.04. MAY HOLD NOTES. The Paying Agent/Registrar, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the City with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. MONEYS HELD BY THE PAYING AGENT/REGISTRAR. The Paying Agent/Registrar shall deposit any moneys received from the City into a trust account to be held for the payment of the Notes, with such moneys in the account that exceed the deposit insurance available to the City by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under Chapter 2256 of the Texas Government Code, as amended, to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Notes shall, at its own expense and risk, request such other medium of payment. The Paying Agent/Registrar shall establish an account for the receipt of proceeds of the Notes and disburse such proceeds as directed in the Instruction Letter Regarding Closing dated November 30, 2026 relating to the Notes.

Subject to any applicable unclaimed property law, any money deposited with the Paying Agent/Registrar for the payment of the principal, premium, if any, or interest on any Note and remaining unclaimed for two years after the scheduled payment of such principal, premium, if any, or interest thereon will be paid by the Paying Agent/Registrar to the City if the City so elects, and the Holder of such Note shall hereafter look only to the City for payment thereof, and all liability of the Paying Agent/Registrar with respect to such monies shall thereupon cease. If the City does

not elect, the Paying Agent/Registrar is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. INDEMNIFICATION. To the extent permitted by law, the City agrees to indemnify the Paying Agent/Registrar for, and hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Paying Agent/Registrar and the termination of this Agreement.

Section 5.07. INTERPLEADER. The City and the Paying Agent/Registrar agree that the Paying Agent/Registrar may seek adjudication of any adverse claim, demand or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where either the Paying Agent/Registrar Office or the administrative offices of the City is located, provided that such court is located in the State of Texas, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The City and the Paying Agent/Registrar further agree that the Paying Agent/Registrar has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. PAYING AGENT NOT A TRUSTEE. This Agreement shall not be construed to require the Paying Agent to enforce any remedy which any Holder may have against the City during any default or event of default under any agreement between any Holder and the City, including the Ordinance and the Note Purchase Agreement, or to act as trustee for such Holder.

Section 5.09. PAYING AGENT NOT RESPONSIBLE FOR NOTES. The Paying Agent shall not be accountable for the use of any Notes or for the use or application of the proceeds thereof.

The Paying Agent shall in no event be liable to the City, any Holder, or any other Person for any amount due on any Note from its own funds.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01. AMENDMENT. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto and the written consent of the Note Purchaser, such consent not to be unreasonably withheld.

Section 6.02. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. NOTICES. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the City or the Paying Agent/Registrar shall be mailed or delivered to the City or the Paying Agent/Registrar, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. EFFECT OF HEADINGS. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. SUCCESSORS AND ASSIGNS. All covenants and agreements herein by the City shall bind its successors and assigns, whether so expressed or not. Any corporation or association into which the Paying Agent/Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent/Registrar hereunder and vested with all of the powers; discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 6.06. SEVERABILITY. In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. BENEFITS OF AGREEMENT. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and the Note Purchaser and their respective successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. ENTIRE AGREEMENT. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to The Bank of New York Mellon Trust Company, N.A. acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. EXEMPTION FROM DISCLOSURE FORM. The Paying Agent/Registrar represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Paying Agent/Registrar is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

Section 6.11. VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS. The Bank 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 the Bank within

the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Bank 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 the Bank 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. The Bank 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. The Bank 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. The Bank 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.

Section 6.12. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.13. FORCE MAJEURE. In no event shall the Paying Agent/Registrar be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond the Paying Agent/Registrar's control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Agreement, inability to obtain material, equipment, or communications or computer facilities, or the failure of equipment or interruption of communications or computer facilities, and other causes beyond the Paying Agent/Registrar's control whether or not of the same class or kind as specifically named above.

Section 6.14. TERMINATION. This Agreement will terminate on the later of (i) the Maturity Date or (ii) if any Notes are then outstanding, the date of final payment of the principal of and interest on the Notes to the Holders thereof or (iii) may be earlier terminated by either party upon sixty (60) days written notice; provided however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the City and such appointment accepted and (b) notice has been given to the Holders of the Notes of the appointment of a successor Paying Agent/Registrar. If no successor has been appointed within sixty days following any notice of termination, the Paying Agent/Registrar shall have the right to petition a court of competent jurisdiction for the appointment of a successor.

Section 6.15. FAX/E-MAIL. The Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the City, shall provide to the Bank an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Bank Instructions using Electronic Means and the Bank in its discretion elects to act upon such Instructions, the Bank's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Bank cannot determine the identity of the actual sender of such Instructions and that the Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Bank have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Bank and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Bank, including without limitation the risk of the Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Bank, or another method or system specified by the Bank as available for use in connection with its services hereunder.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Paying Agent/Registrar

By: _____

Title: _____

Address: 601 Travis Street, Floor 16
Houston, Texas 77002

CITY OF GEORGETOWN, TEXAS

By _____
Mayor
808 Martin Luther King, Jr Street,
Georgetown, Texas 78626

SCHEDULE A

Paying Agent/Registrar Fee Schedule for the Notes

[Please see attached]

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
First Reading - 2026-7-REZ - Northlands Water Reclamation Facility

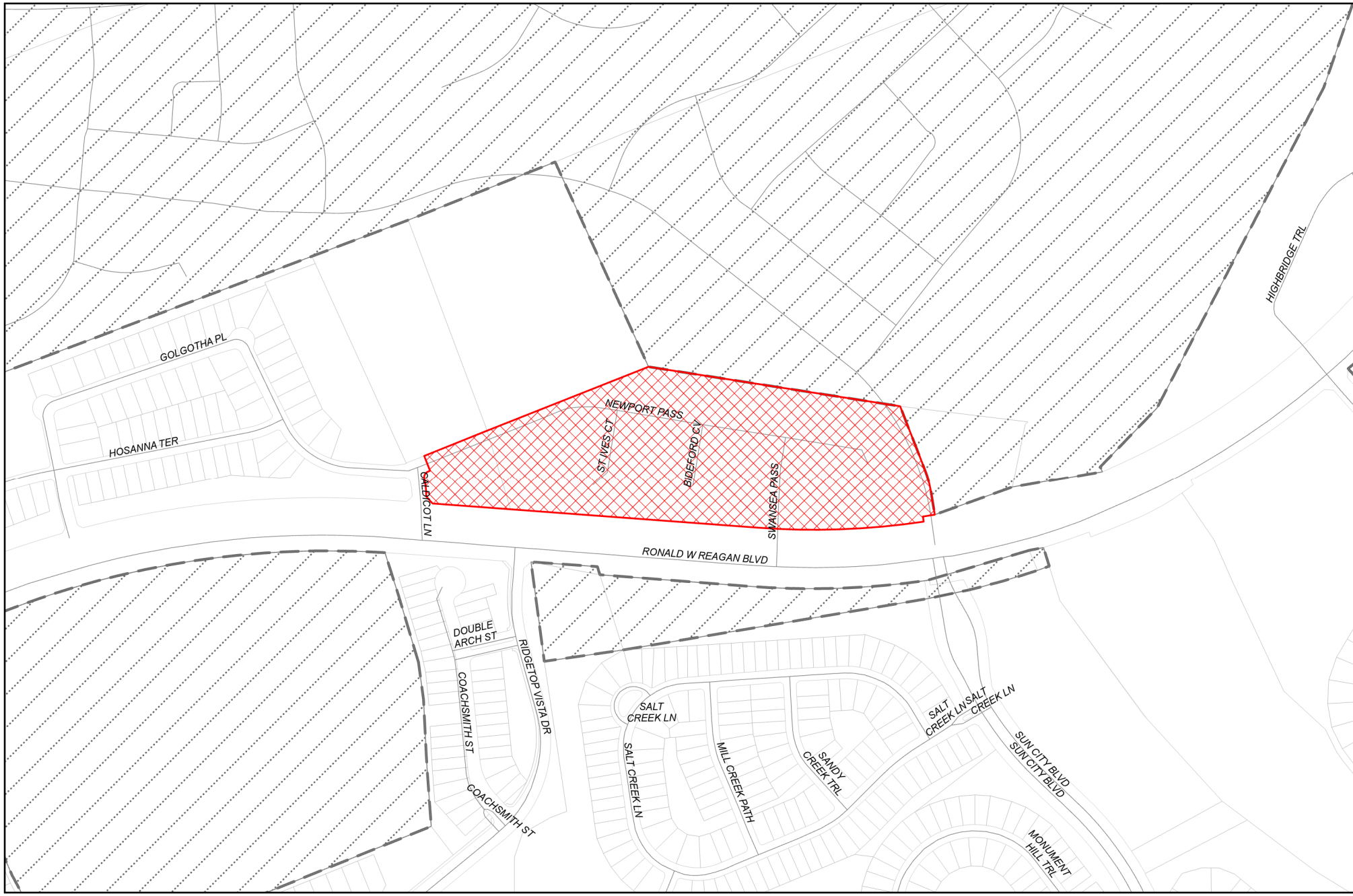
SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 20.579 acres in the Frederick Foy Survey, Abstract No. 229, from the Planned Unit Development (PUD) Zoning District, with a base zoning of Residential Single-Family (RS), to the Public Facility (PF) Zoning District, for the property generally located at 31801 Ronald W. Reagan Boulevard (2026-7-REZ) -- Madison Garcia, Planner

ITEM SUMMARY:
The City owns the subject property and intends to use it for the Northlands Water Reclamation Facility. It is seeking to rezone the property to Public Facility (PF) in tangent with the previously approved 7.2 acres of PF Zoning annexed into City Limits earlier this year. 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 all five of the criteria established in UDC Section 3.06.030 for a zoning map amendment, as outlined in the attached Staff Report. 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 (7 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, October 4, 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. At their 10.20.2026 meeting, the Planning and Zoning Commission recommended approval (7-0) of the request.

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

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
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 PF Zoning District.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - UDC Approval Criteria Analysis.pdf
2026-7-REZ Council Staff Presentation.pdf
2026-7-REZ Council Staff Report.pdf
2026-7-REZ- Ordinance with Exhibits.pdf



GEORGETOWN
TEXAS
more than welcome

Location

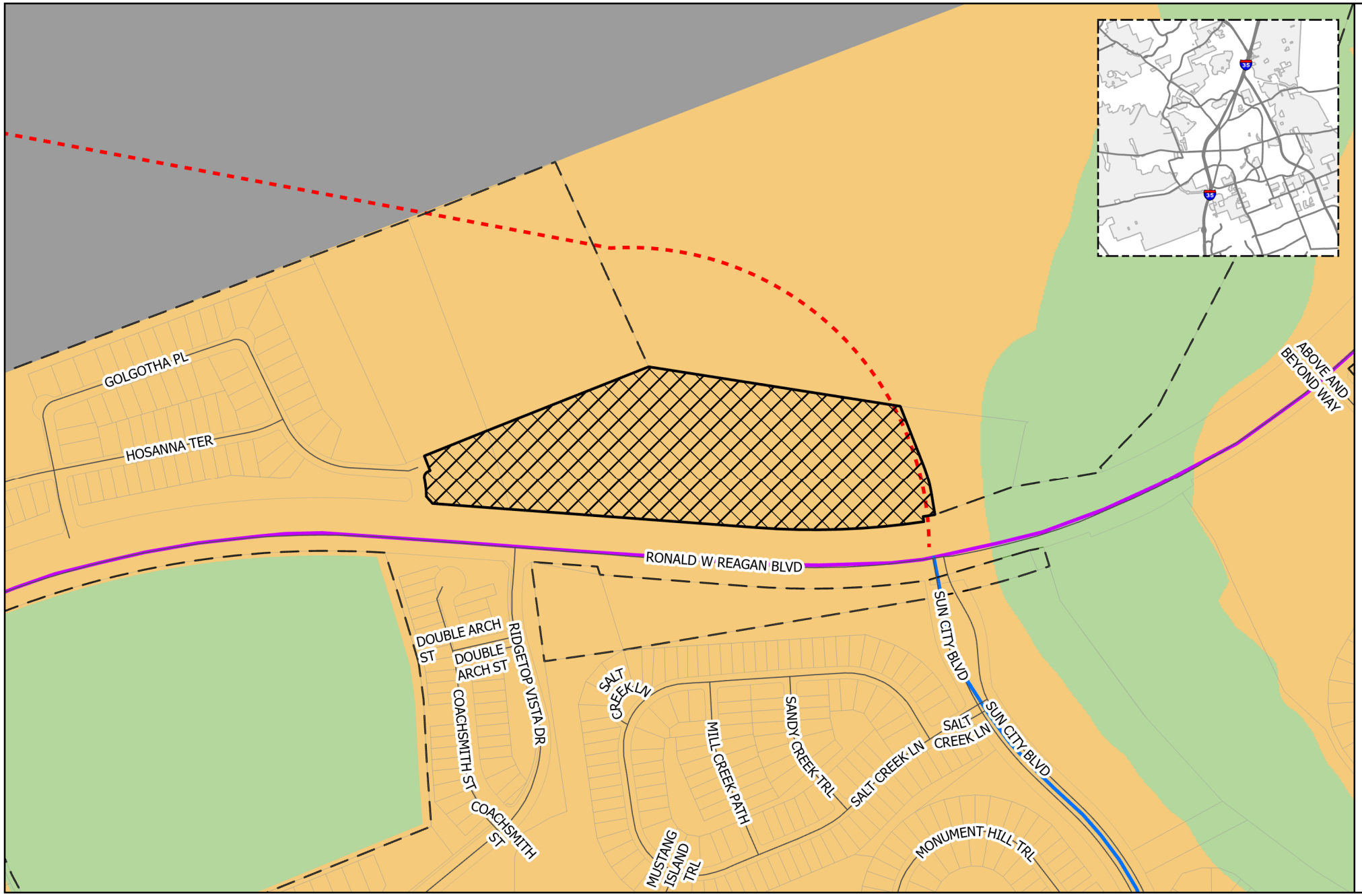
2026-7-REZ

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500
Feet



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2026-7-REZ

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

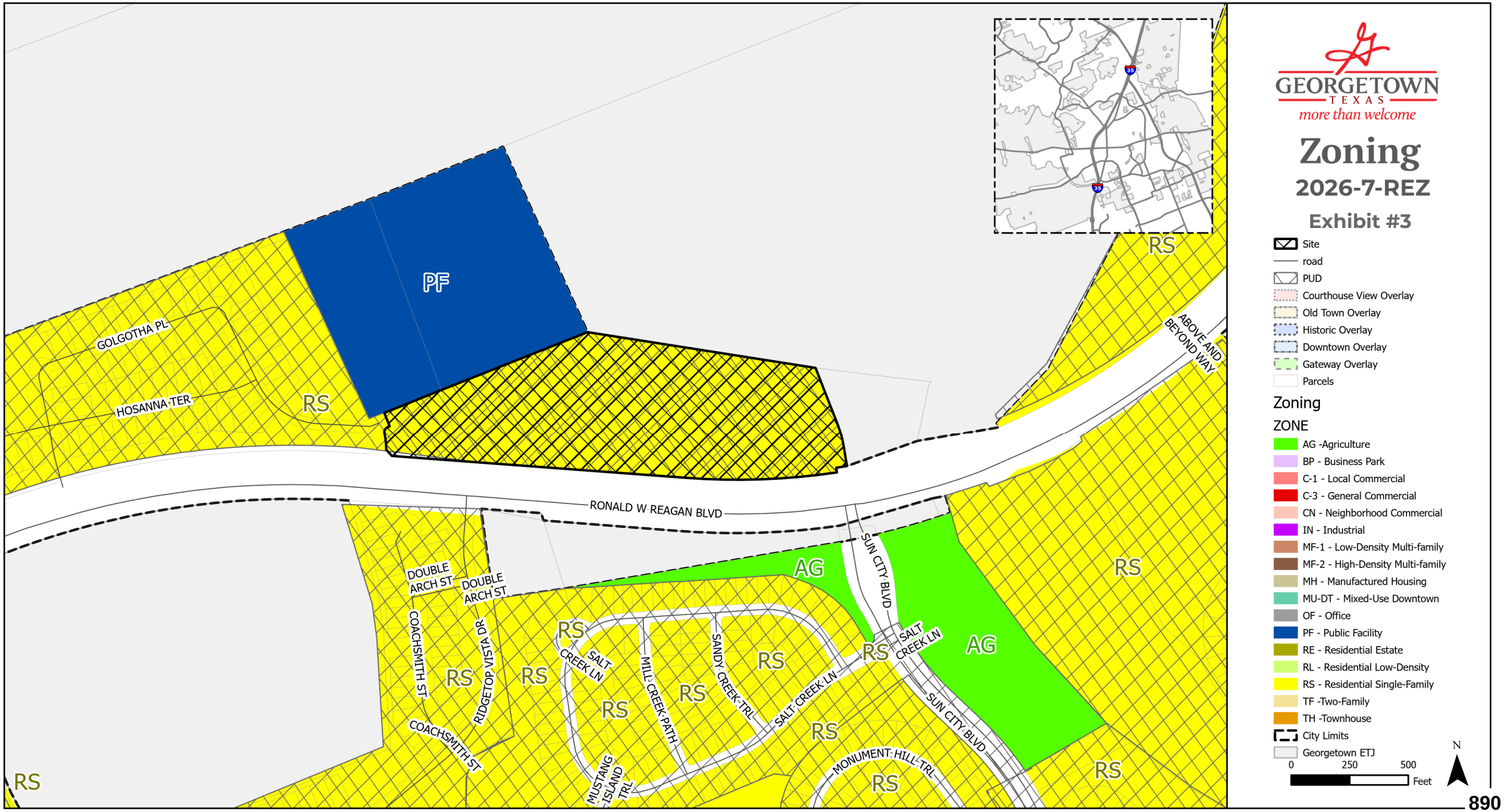
Future Land Use

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



GEORGETOWN TEXAS
more than welcome

Zoning

2026-7-REZ

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

0 250 500 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**

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.	-

July 22, 2026

RE: Applications for Rezoning, Preliminary Final Plat and Site Development Plan

Ryan,

The City of Georgetown, Texas (the "City") hereby submits its application for zoning, platting and site planning of the below described properties:

Owner: The City is the owner of the properties below.

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	Rezone	PFP/SDP
R503136	12.7586 acres of the Frederick Foy Survey, Abstract 229, Williamson County	undeveloped	No	Include
R503133	7.2414 acres of the Frederick Foy Survey, Abstract 229, Williamson County	undeveloped	No	Include
R372454	18.91 acres of the Frederick Foy Survey, Abstract 229, Williamson County	Undeveloped	Rezone from PUD to Public Facility	Include
R039473	1.66 acres of the Frederick Foy Survey, Abstract 229, Williamson County	Undeveloped	Rezone from PUD to Public Facility	Include

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 this water treatment plant is 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 plant 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 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. There are no manmade or natural barriers on the subject property that would hinder the project's development. 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 – 2026-7-REZ

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 due to its civic oriented uses. The proposed request also aligns with Land Use Policies #10 and #12 which intend to support the city's growth and provide necessary facilities to current and future Georgetown 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**
The proposed 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. The 20 acres proposed with this rezoning will be part of the larger Northlands Water Reclamation Facility site, which includes the 7.2 acres to the north that the City previously annexed earlier this year under the Public Facility Zoning District (PF).	
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 subject property fronts Ronald Reagan Boulevard, which is classified as a Freeway which is the most intensive roadway classification. While the subject property borders some residential zoning to the west in Somerset Hills as well as part of the Yearwood MUD to the north, it is primarily surrounded by 7.2 acres of PF zoning to the north, Ronald Reagan Boulevard to the south, the planned extension of Sun City Boulevard (a Major Arterial roadway) along its eastern boundary. The Public Facility zoning district is intended to be compatible with both residential and non-residential zoning districts. It has increased setback standards when adjacent to residential, including a 25 foot rear setback and 15 foot side setback. It will also be required to have a medium level bufferyard.	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	**Complies**

The subject property does not have any natural features or site constraints that will inhibit the uses allowed within the proposed zoning district. The site has adequate transportation access and will be used to increase utility capacity in the area.

Northlands Water Reclamation Facility 2026-7-REZ

11.10.2026 | City Council

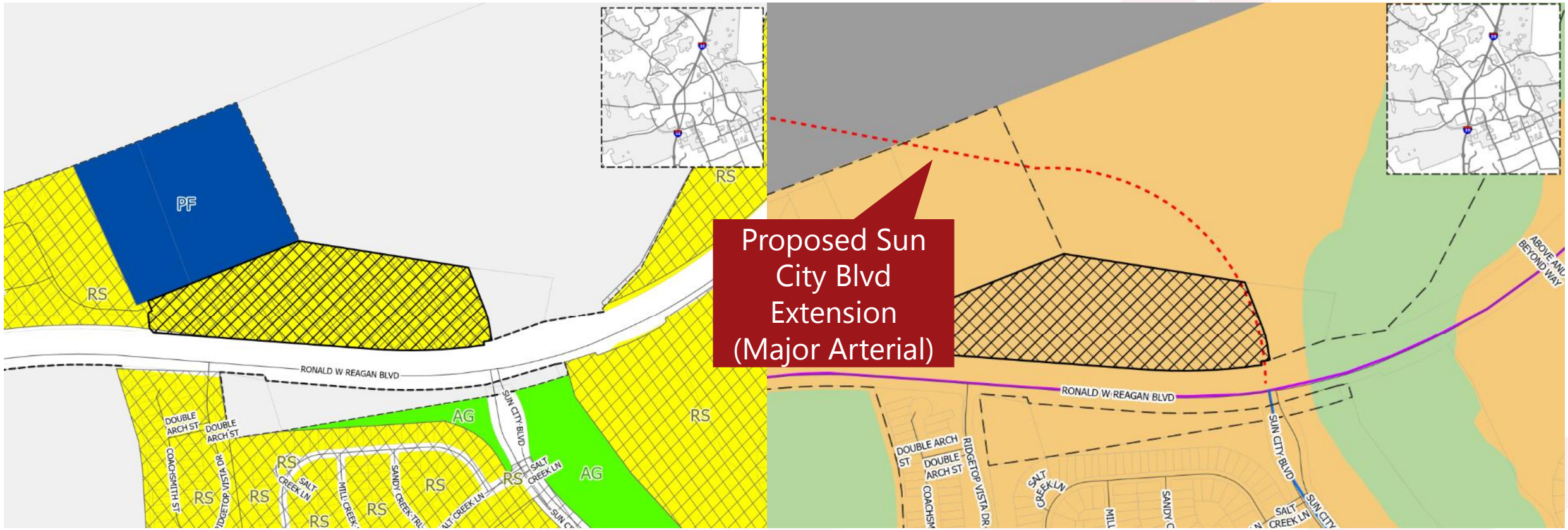
Item Under Consideration

2026-7-REZ

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 20.579 acres in the Frederick Foy Survey, Abstract No. 229, from the Planned Unit Development (PUD) Zoning District, with a base zoning of Residential Single-Family (RS), to the Public Facility (PF) Zoning District, for the property generally located at 31801 Ronald W. Reagan Boulevard (2026-7-REZ). – Madison Garcia, Planner


Yearwood (proposed MUD)
Previous 20-acre annexation for PF
Somerset Hills
Proposed Site
SH 195
Ronald Reagan Boulevard
Sun City

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

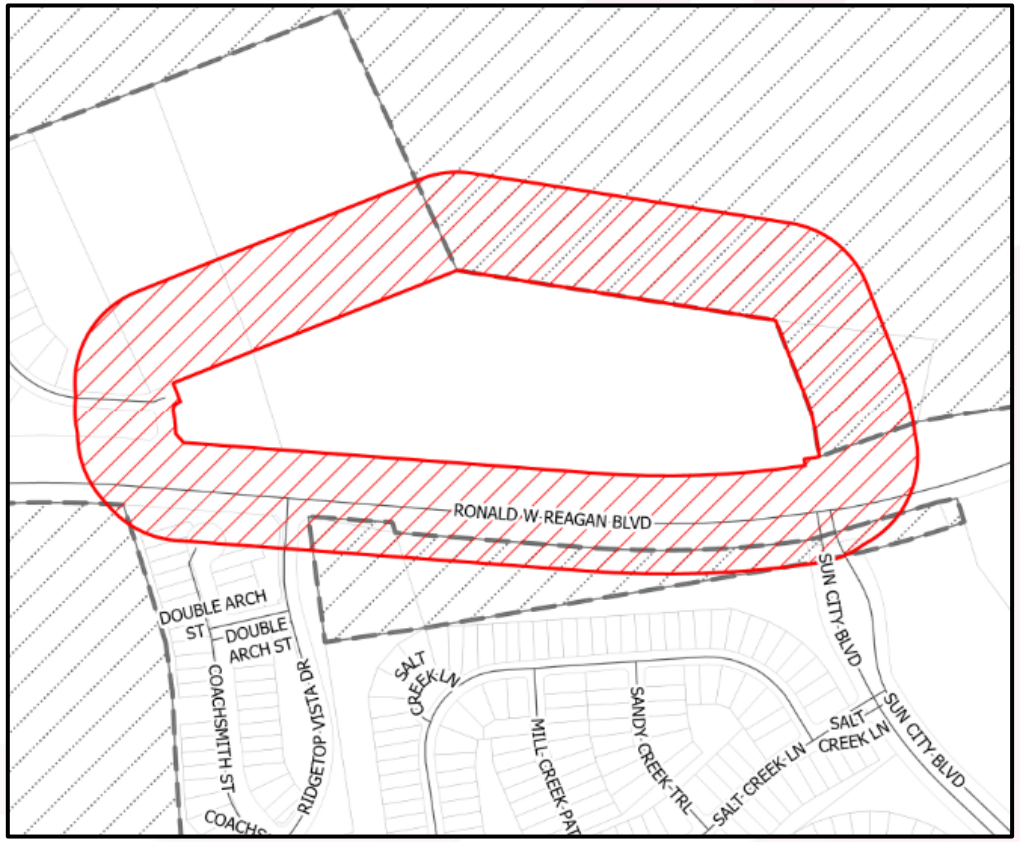
Permitted by Right	Permitted with Limitations	Permitted with a SUP
Emergency Services Station	Elementary School	Group Home (16 or more residents)
Government or Postal Office	Middle School	Orphanage
Library or Museum	High School	Correctional Facility
Social Service Facility	Boarding School	Psychiatric 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

- 7 property owners within the 300’ buffer
- Notice in Sun News on October 4, 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 10.20.2026 meeting, the Planning & Zoning Commission recommended APPROVAL of the request (6-0).

Summary

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 20.579 acres in the Frederick Foy Survey, Abstract No. 229, from the Planned Unit Development (PUD) Zoning District, with a base zoning of Residential Single-Family (RS), to the Public Facility (PF) Zoning District, for the property generally located at 31801 Ronald W. Reagan Boulevard (2026-7-REZ) – Madison Garcia, Planner

First 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 20.579 ACRES IN THE FREDERICK FOY SURVEY ANSTRACT NO. 229, GENERALLY LOCATED AT 31801 RONALD W. REAGAN BOULEVARD, FROM THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, WITH A BASE ZONING OF RESIDENTIAL SINGLE-FAMILY (RS) TO PUBLIC FACILITY (PF); REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Planning Department Staff Report

Report Date: 11/10/2026

Case Number: 2026-7-REZ

AGENDA ITEM DESCRIPTION

Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 20.579 acres in the Frederick Foy Survey, Abstract No. 229, from the Planned Unit Development (PUD) Zoning District, with a base zoning of Residential Single-Family (RS), to the Public Facility (PF) Zoning District, for the property generally located at 31801 Ronald W. Reagan Boulevard (2026-7-REZ).

AGENDA ITEM DETAILS

Project Name: Northlands Water Reclamation Plant

Applicant and Property Owner: City of Georgetown

Property Address: 31801 Ronald W Reagan Blvd

Legal Description: 20.579 acres in the Frederick Foy Survey, Abstract No. 229

Current Zoning: Planned Unit Development (PUD), base zoning of Residential Single-Family (RS)

Current Use: Undeveloped

APPLICANT'S REQUEST

The City owns the subject property and intends to use it for the Northlands Water Reclamation Facility. It is seeking to rezone the property to Public Facility (PF) in tangent with the previously approved 7.2 acres of PF Zoning annexed into City Limits earlier this year.

RECOMMENDATION

Staff recommend approval of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located just east of the proposed Somerset Hills Phase B neighborhood along the north side of Ronald Reagan Boulevard. Along its eastern border will be the extension of Sun City Boulevard as a Major Arterial Roadway and to the north will be the Yearwood MUD, which is primarily planned for single-family uses.

Zoning Trends:

The area to the east of the site was rezoned in 2018 to Planned Unit Development with a base zoning district of Residential-Single Family. To the north is PF zoning for the rest of the Water Reclamation

Facility as well as part of the Yearwood MUD which is planned for Residential Single-Family uses. To the south and east are major roadways.

Present Property Description:
This property is 20.579 acres and sits off a major arterial road. The site is currently undeveloped with many trees occupying the site. The subject property has frontage along Ronald W Reagan Blvd. In terms of topography, the site appears to be relatively 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. The property aligns with the Comprehensive Plan's goals to promote quality of life for current and future 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 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 (UDC), all property owners and registered neighborhood associations within 300-feet of the subject property were notified of the request (7 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, October 4, 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.

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

Madison Garcia, Planner

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 20.579 ACRES IN THE FREDERICK FOY SURVEY, GENERALLY LOCATED AT 31801 RONALD W. REAGAN BOULEVARD, FROM PLANNED UNIT DEVELOPMENT (PUD) WITH A BASE ZONING DISTRICT OF RESIDENTIAL SINGLE-FAMILY (RS) TO PUBLIC FACILITY (PF); REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

20.579 Acres, Foy, F. Sur., generally located at 31801 Ronald W. Reagan Boulevard, as recorded in Document Number 2025103471 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 October 20, 2026, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

WHEREAS, the City Council, at a meeting on November 10, 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 Planned Unit Development (PUD) with a base zoning district of Residential Single-Family (RS) district to the Public Facility (PF) 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 _____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:

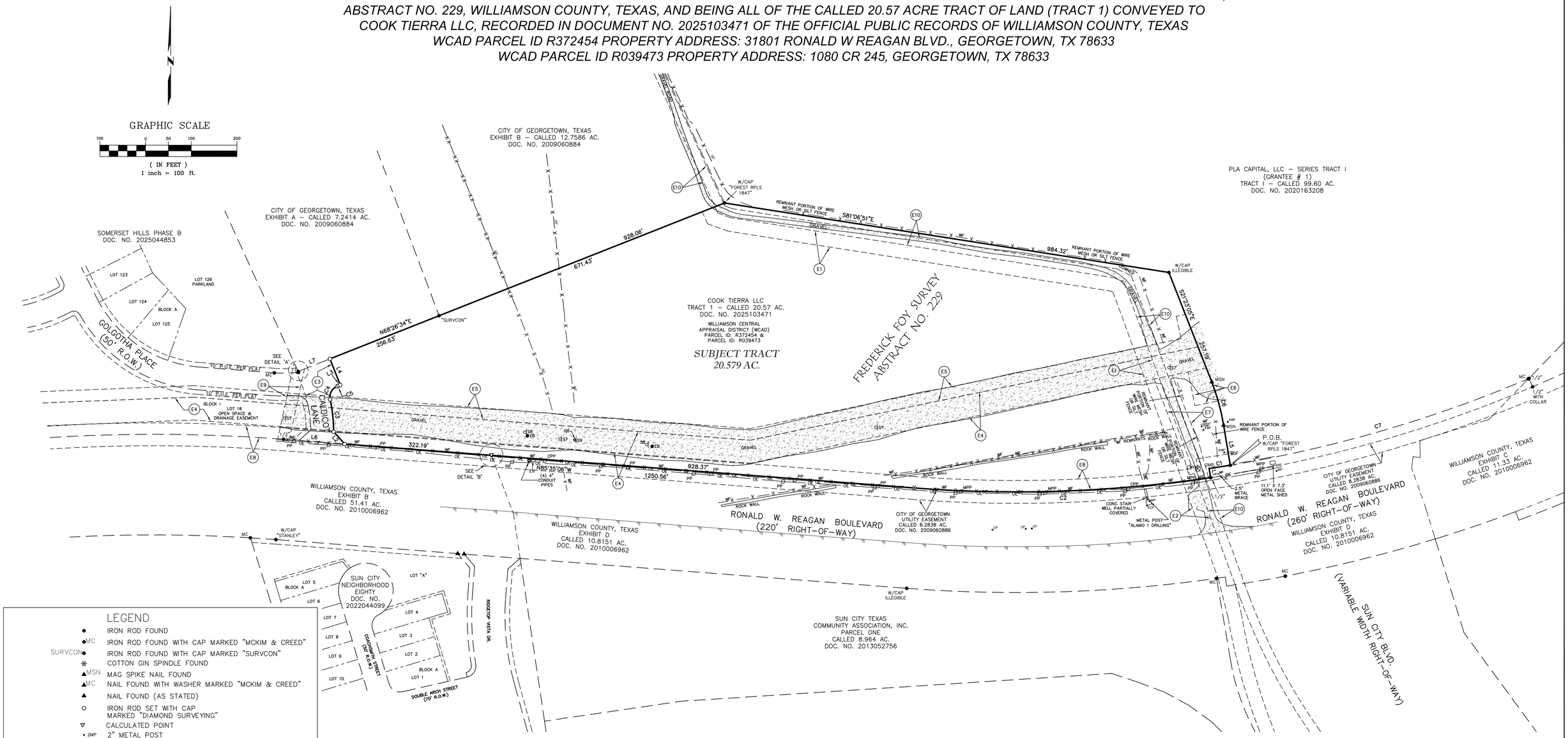
_____
Skye Masson, City Attorney

EXHIBIT A

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 20.579 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 20.57 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO COOK TIERRA LLC, RECORDED IN DOCUMENT NO. 2025103471 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

WCAD PARCEL ID R372454 PROPERTY ADDRESS: 31801 RONALD W REAGAN BLVD., GEORGETOWN, TX 78633

WCAD PARCEL ID R039473 PROPERTY ADDRESS: 1080 CR 245, GEORGETOWN, TX 78633

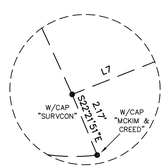


LEGEND

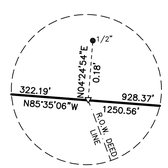
●	IRON ROD FOUND
●MC	IRON ROD FOUND WITH CAP MARKED "MCKIM & CREED"
SURVCON●	IRON ROD FOUND WITH CAP MARKED "SURVCON"
✳	COTTON GIN SPINDLE FOUND
▲MSN	MAG SPIKE NAIL FOUND
▲MC	NAIL FOUND WITH WASHER MARKED "MCKIM & CREED"
▲	NAIL FOUND (AS STATED)
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
▽	CALCULATED POINT
• 2MP	2" METAL POST
∅PP	POWER POLE
∅CPP	CONCRETE POWER POLE 32" DIAMETER
∅MPP	METAL POWER POLE
▪EB	ELECTRIC BOX
C	CONDUIT
▪MP	METAL POST
▪CP	CEDAR POST
▪6CP	6" CEDAR POST
▪4WP	4" WOOD POST
▪6WP	6" WOOD POST
●	BOLLARD
⊲S1	SIGN
—— OE —— OE ——	OVERHEAD ELECTRIC LINE
—— x —— x —— x ——	WIRE FENCE (WF)
—— — · — · — ——	RIGHT-OF-WAY DEED LINE
——%——%——%——	EDGE OF PAVEMENT
EV	ELECTRIC VAULT ON CONCRETE
CONC	CONCRETE
MG	METAL GATE
WF	WIRE FENCE
HR	HAND RAIL
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
	GRAVEL

SIGN LEGEND

S7 = ATMOS GAS PIPELINE
S8 = CAUTION CATHODIC PROTECTION CABLE BURIED
S9 = RISER WITH SIGN – WARNING GAS PIPELINE
ATMOS ENERGY CALL 866-322-8667 STATION
A1WORLDWIDE.COM 811-229-3404 TRITON COUPON TEST STATION



DETAIL 'A'
(NOT TO SCALE)



DETAIL 'B'
(NOT TO SCALE)

LINE	BEARING	DISTANCE
L1	S08°40'19"E	20.11'
L2	N41°39'50"W	36.09'
L3	N68°26'42"E	4.16'
L4	N21°33'28"W	61.48'
L5	S09°25'01"E	88.68'
L6	N85°35'06"W	133.94'
L7	S68°26'34"W	74.97'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2870.00'	46.76'	0°56'01"	S81°17'34"W	46.76'
C2	2890.00'	649.64'	12°52'46"	S87°59'07"W	648.27'
C3	325.00'	71.24'	12°33'35"	N06°14'12"W	71.10'
C4	25.00'	35.56'	81°30'22"	N28°14'31"E	32.64'
C5	325.00'	3.15'	0°33'18"	N68°28'21"E	3.15'
C6	470.00'	98.45'	12°00'05"	S15°22'01"E	98.27'
C7	2870.00'	680.49'	13°35'06"	N73°49'06"E	678.89'

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 20.579 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 20.57 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO COOK TIERRA LLC, RECORDED IN DOCUMENT NO. 2025103471 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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WCAD PARCEL ID R039473 PROPERTY ADDRESS: 1080 CR 245, GEORGETOWN, TX 78633

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texas Title Insurance Company, for Title Insurance (T-7) GF No. GT2504278, issued by Longhorn Title Company, LLC, which bears an Effective Date December 30, 2025 and an Issued Date of January 9, 2026 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record:
Document No. 9600003, Official Records, Williamson County, Texas. The Subject Tract is a part of the called 5302.774 acre tract of land described in Exhibit 'B'. Said instrument states: 'This instrument shall have no force or effect with respect to any land described in Exhibit 'B' until and unless Del Webb, or an affiliate of Del Webb, acquires fee simple to title to such land.'
Cabinet Q, Slides 258-260, Plat Records, Williamson County, Texas. The Subject Tract is not a part of this plat.

10a. Easements, Setbacks and Restrictions contained in plat recorded in Cabinet Q, Slides 258-260, Plat Records, Williamson County, Texas. The Subject Tract is not a part of this plat.

10b. A perpetual one-half (1/2) non-participating royalty interest (being equal to 1/2 of whatever royalty the grantees of such interest, their heirs or assigns may hereafter receive under the terms of any oil, gas and other mineral lease, but in no event to be less than one-half of the usual 1/8th royalty) of all oil, gas and other minerals, and all rights incident thereto, as reserved by grantors of such interest in deed dated December 12, 1972, from Gilbert Miles Keener et al to M. A Forbes, Jr. et al recorded in Volume 539, Page 622, Deed Records, Williamson County, Texas. Not a survey matter.

10c. An undivided one-sixteenth (1/16th) royalty in and to all of the oil, gas and other minerals, and all rights incident thereto, as reserved by grantor of such royalty in deed dated July 17, 1978, from Janette Turner Williams, Trustee to West Texas Land Corporation recorded in Volume 721, Page 415, Deed Records, Williamson County, Texas. Not a survey matter.

10d. Royalty interests in and to all of the oil, gas and other minerals, and all rights incident thereto, as reserved by Grantor in deed dated July 17, 1978, from 4-T Ranches, Ltd. to West Texas Land Corporation recorded in Volume 721, Page 418, Deed Records, Williamson County, Texas. Not a survey matter.

10e. Easement dated July 20, 1976, executed by E. Clay Young to Pedernales Electric Cooperative, Inc., recorded in Volume 643, Page 206, Deed Records, Williamson County, Texas. Not a part of the Subject Tract.

10f. Blanket easement dated March 21, 1980, executed by Florence Y. Wray to Chisholm Trail Water Supply Corporation recorded in Volume 790, Page 580, Deed Records, Williamson County, Texas, and transferred to Chisholm Trail Special Utility District by instrument dated July 16, 1992, and recorded in Volume 2168, Page 44, Official Records, Williamson County, Texas. Unable to determine the location of the 160 acre tract in Volume 413, Page 226 as referenced in said Volume 790, Page 580, however the Subject Tract is a part of the First Tract -called 900.86 acres described in said Volume 413, Page 226. Said Volume 790, Page 580 states: 'The easement hereby granted shall not exceed 15'in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15'in width the center line thereof being the pipe line as installed.' Said easement has been transferred to Chisholm Trail Special Utility District in said Volume 2168, Page 44.

10g. Blanket easement dated May 31, 1982, executed by J. Alan St. John to Chisholm Trail Water Supply Corporation recorded in Volume 939, Page 311, Deed Records, Williamson County, Texas, and transferred to Chisholm Trail Special Utility District by instrument dated July 16, 1992, and recorded in Volume 2168, Page 44, Official Records, Williamson County, Texas. Not a part of the Subject Tract.

10h. Easement dated November 10, 1984, executed by Ernest C. Young and Pauline M. Young to Chisholm Trail Water Supply Corporation recorded in Volume 1114, Page 9, Official Records, Williamson County, Texas, and transferred to Chisholm Trail Special Utility District by instrument dated July 16, 1992, and recorded in Volume 2168, Page 44, Official Records, Williamson County. Not a part of the Subject Tract.

10i. Blanket easement dated January 22, 1987, executed by Myra Young to Chisholm Trail Water Supply Corporation recorded in Volume 1596, Page 458, Official Records, Williamson County, Texas, and transferred to Chisholm Trail Special Utility District by instrument dated July 16, 1992, and recorded in the Volume 2168, Page 44, Official Records, Williamson County, Texas. Not a part of the Subject Tract.

10j. Right-of-way dedication dated November 29, 1995, executed by Myra Young to Williamson County recorded under Document No. 9553392, Official Records, Williamson County, Texas. Not a part of the Subject Tract.

10k. Terms, provisions and conditions of Development Agreement dated February 14, 1995, by and between City of Georgetown and Del E. Webb Development Co., L.P., recorded under Document No. 9539292, Official Records, and assigned to Del Webb Texas Limited Partnership in instrument recorded under Document No. 9558177, Official Records, and first amendment recorded under Document No. 9606700, Official Records, and second amendment recorded under Document No. 9743888, Official Records, third amendment recorded under Document No. 9902880, Official Records, fourth amendment recorded under Document No. 199968999, Official Public Records, fifth amendment recorded under Document No. 2000034141, Official Public Records, sixth amendment recorded under Document No. 2001032238, Official Public Records, and seventh amendment recorded under Document No. 2003058502, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 5302.774 acre tract of land described in Exhibit 'C' of said Document No. 9539292. The Subject Tract is not a part of the properties described in Exhibits A- through A-6 in said Document No. 9558177. The Subject Tract is a part of the Amended Concept Plan depicted in Exhibit B of said instrument, however the Additional Commercial acreage and Medical Facilities are not a part of the Subject Tract as described in said Document No. 9606700. The Subject Tract is a part of the original Development Agreement, unable to determine the location of the 14-acre Assisted Living Site and the additional 2.5 acre Commercial acres due to no description contained in said Document No. 9743888. Unable to determine the location of the 25.44 acre commercial storage facility parcel (Third Amendment Parcel) due to no description contained in said Document No. 9902880. The Subject Tract is not a part of the 326.096 acre additional tract described in said Document No. 199968999. Unable to determine the location of the additional commercial acreage and the worship site acreage sites described in due to no description contained in said Document No. 2000034141. Exhibit G and Exhibit G-1 of the original Development Agreement have been deleted in their entirety and replace with those attached to Exhibit 'A' as stated in Document No. 2001032238. The Subject Tract is a part of the Seventh Amended Concept Plan as depicted in 'Exhibit 'D' of said Document No. 2003058502.

10l. Terms and provisions of Subdivision Assurance Agreement dated September 1, 1995, by and between Del E. Webb Development Co., L.P. and City of Georgetown as set out in Declaration of Trust and affidavit recorded under Document No. 9539295, Official Records, and the interest of Del E. Webb Development Co., L.P. assigned to Del Webb Texas Limited Partnership recorded under Document No. 9558177, Official Records, Williamson County, Texas. The Subject Tract is not a part of said agreement.

10m. Terms, conditions, and stipulations of that certain Pollution abatement plan recorded under Document No. 9551010, Official Records, Williamson County, Texas. The Subject Tract is not a part of said plan.

10n. Terms, conditions, and stipulations of that certain Permit to appropriate state water filed December 7, 1995, recorded under Document No. 9554956, Official Records, Williamson County, Texas. Unable to determine the location of the permitted reservoir on Berry Creek, however there are no reservoir's located on the Subject Tract.

10o. Terms and provisions of Memorandum Option and Right of First Refusal dated July 24, 1996 by Del Webb Texas Limited Partnership and SCG Partners. Ltd., recorded under Document No. 9638330, Official Records, Williamson County, Texas. The Subject Tract is a part of the 5302.774 acre tract of land described in Exhibit 'A', however it is not a part of the Sale Agreement option to purchase property.

10p. Terms, conditions, and stipulations of that certain Pollution abatement plan recorded under Document No. 9654059, Official Records, Williamson County, Texas. The Subject Tract is a part of the called 266.511 acre tract of land (Parcel 3) described in said instrument.

10q. Terms, conditions, and stipulations of that certain Pollution abatement plan filed January 26, 1999, recorded under Document No. 9904927, Official Records, Williamson County, Texas. (As to 25.435 acres platted under Cabinet Q, Slide 258, Plat Records, Williamson County, Texas). The Subject Tract is not a part of the plan described in said instrument.

10r. Terms, conditions, and stipulations of that certain Notice of Voluntary Inclusion of Extraterritorial Jurisdiction by the City of Georgetown recorded under Document No. 9639380, Official Records, Williamson County, Texas. The Subject Tract is not a part of the property's described in Exhibits A through K of said instrument.

10s. Terms, provisions and conditions contained in Substitute Water Line Right of Way Easement dated February 1, 1996, to Chisholm Trail Special Utility District recorded under Document No. 9615041, Official Records, Williamson County, Texas. Not a part of the Subject Tract.

10t. Terms, provisions and conditions contained in Assignment of Closing Agreement recorded under Document No. 2019110957, Official Public Records, Williamson County, Texas. Not a part of the Subject Tract.

10u. Terms, provisions and conditions contained in Assignment of Revised Cowan Springs Agreement recorded under Document No. 2019110958, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 'Somerset Remaining Property' described in said instrument.

10v. Terms, provisions and conditions contained in Subordination of Agreements to Easement recorded under Document No. 2021072686, Official Public Records, Williamson County, Texas. The easement described in said instrument is not a part of the Subject Tract.

10w. Access & Drainage Easement dated May 14, 2021, to City of Georgetown, recorded under Document No. 2021072687, Official Public Records, Williamson County, Texas. Not a part of the Subject Tract.

10x. Utility Easement dated May 14, 2021, to City of Georgetown, recorded under Document No. 2021072689, Official Public Records, Williamson County, Texas. Not a part of the Subject Tract.

10y. Terms, provisions and conditions contained in Subordination of Agreements to Easement recorded under Document No. 2021188545, Official Public Records, Williamson County, Texas. Not a part of the Subject Tract.

10z. Terms, provisions and conditions contained in Subordination of Agreements to Easement recorded under Document No. 2021120514, Official Public Records, Williamson County, Texas. The utility easement described in said instrument is not a part of the Subject Tract, however is shown hereon.

10aa. Utility Easement dated August 6, 2021, to City of Georgetown, recorded under Document No. 2021120515, Official Public Records, Williamson County, Texas. The utility easement described in said instrument is not a part of the Subject Tract, however is shown hereon.

10bb. Permanent Access Easement dated August 6, 2021, to City of Georgetown, recorded under Document No. 2021120516, Official Public Records, Williamson County, Texas. The permanent access easement described in said instrument is not a part of the Subject Tract, however is shown hereon.

10cc. Aboveground Facilities Easement dated June 29, 2022, to Atmos Energy Corporation, recorded under Document No. 2022109727, Official Public Records, Williamson County, Texas. Not a part of the Subject Tract.

10dd. Aboveground Facilities Easement dated May 31, 2023, to Atmos Energy Corporation, recorded under Document No. 2023050025, Official Public Records, Williamson County, Texas. Not a part of the Subject Tract.

10ee. Terms, provisions and conditions contained in Williamson County Regional Habitat Conservation Plan recorded under Document No. 2023054309, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the Participant's Property.

10ff. Pipeline Easement dated October 19, 2023, to Atmos Energy Corporation, recorded under Document No. 2023088291, Official Public Records, Williamson County, Texas. Not a part of the Subject Tract.

10gg. Pipeline Easement dated October 19, 2023, to Atmos Energy Corporation, recorded under Document No. 2023088292, Official Public Records, Williamson County, Texas. Easements are a part of the Subject Tract as shown hereon.

10hh. Utility Easement dated October 2, 2024, to City of Georgetown, recorded under Document No. 2024100809, Official Public Records, Williamson County, Texas. Is a part of the Subject Tract as shown hereon.

10ii. Utility Easement dated October 2, 2024, to City of Georgetown, recorded under Document No. 2024100810, Official Public Records, Williamson County, Texas. Not a part of the Subject Tract.

10jj. Terms, provisions and conditions contained in Edwards Aquifer Affidavit recorded under Document No. 2024071717, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the property described as 113.393 acres in Document No. 2018041824 and is not a part of the property described as 19.766 acres in said Document No. 2018041824.

EASEMENT LEGEND FOR SHEET 1

E1	CITY OF GEORGETOWN UTILITY EASEMENT TRACT 1-CALLED 0.9417 AC. DOC. NO. 2009060885
E2	CITY OF GEORGETOWN UTILITY EASEMENT TRACT 2-CALLED 0.1626 AC. DOC. NO. 2009060885
E3	UTILITY EASEMENT CALLED 0.250 AC. DOC. NO. 2021120514 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
E4	ATMOS ENERGY CORPORATION PIPELINE EASEMENT P7 058 CALLED 6.20 AC. DOC. NO. 2023088292
E5	ATMOS ENERGY CORPORATION PIPELINE P7 058 TEMPORARY WORKSPACE NO. 2 CALLED 3.04 AC. DOC. NO. 2023088292
E6	ATMOS ENERGY CORPORATION PIPELINE P7 058 TEMPORARY WORKSPACE NO. 3 CALLED 0.08 AC. DOC. NO. 2023088292
E7	ATMOS ENERGY CORPORATION PIPELINE P7 058 TEMPORARY ACCESS EASEMENT NO. 2 CALLED 0.22 AC. DOC. NO. 2023088292
E8	CITY OF GEORGETOWN 25' WIDE UTILITY EASEMENT CALLED 4.133 AC. DOC. NO. 2024100809
E9	CITY OF GEORGETOWN UTILITY EASEMENT CALLED 0.0907 AC. DOC. NO. 2009060887
E10	CITY OF GEORGETOWN UTILITY EASEMENT CALLED 6.411 AC. DOC. NO. 2007010860

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.

To: City of Georgetown, Texas, Texan Title Insurance Company and Longhorn Title Company, LLC 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 February 9, 2026. 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.

SHANE SHAFER, R.P.L.S. NO. 5281 — FEBRUARY 9, 2026 DATE

STATE OF TEXAS · REGISTERED · SHANE SHAFER · 5281 · PROFESSIONAL · LAND SURVEYOR

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

Z:\FREESE AND NICHOLS INC\GEORGETOWN NORTHLANDS WWTP 2024-58_COGT LTS\NORTHLANDS RONALD REAGAN BLVD 20.579 ACRE LTS 20260209.dwg

EXHIBIT B

METES AND BOUNDS DESCRIPTION

FOR A 20.579 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 20.57 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO COOK TIERRA LLC, RECORDED IN DOCUMENT NO. 2025103471 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 20.579 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF FEBRUARY 2026, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked “FOREST RPLS 1847” monumenting the southeast corner of said 20.57 acre Cook Tierra LLC tract and the southwest corner 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 on the north boundary line of the called 10.8151 acre tract of land (Exhibit D) conveyed to Williamson County, Texas, recorded in Document No. 2010006962 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Ronald W. Reagan Boulevard (260’ right-of-way width at this point), for the southeast corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked “MCKIM & CREED” on the curving south boundary line of said 99.60 acre PLA Capital, LLC – Series Tract I tract, the north boundary line of said 10.8151 acre Williamson County, Texas tract and said north right-of-way line of Ronald W. Reagan Boulevard, bears N 73°49’06” E for a distance of 678.89 feet;

THENCE, with the south boundary line of said 20.57 acre Cook Tierra LLC tract and said north right-of-way line of Ronald W. Reagan Boulevard, in part with said north boundary line of the 10.8151 acre Williamson County, Texas tract, and in part with the north boundary line of the called 51.41 acre tract of land (Exhibit B), conveyed to Williamson County, Texas, recorded in said Document No. 2010006962, the following four (4) Courses and distances:

1. With a curve to the right an arc length of **46.76 feet**, said curve having a radius of **2870.00 feet**, a delta angle of **0°56’01”** and a chord which bears **S 81°17’34” W** for a distance of **46.76 feet** to a 2” metal fence post found on the end of this curve;

2. **S 08°40’19” E** for a distance of **20.11 feet** to a 1/2” iron rod found;

3. With a curve to the right an arc length of **649.64 feet**, said curve having a radius of **2890.00 feet**, a delta angle of **12°52’46”** and a chord which bears **S 87°59’07” W** for a distance of **648.27 feet** to a cotton gin spindle found on the end of this curve;

4. **N 85°35’06” W** passing at a distance of 928.37 feet a 1/2" iron rod found 0.18 feet north of this line, continuing for a total distance of **1250.56 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the southwest corner of said 20.57 acre Cook Tierra LLC tract and the southeast corner of Caldicot Lane as

dedicated by Somerset Hills Phase B, a subdivision recorded in Document No. 2025044853 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof, from which a 1/2” iron rod found on said north boundary line the 51.41 acre Williamson County, Texas tract and said north right-of-way line of Ronald W. Reagan Boulevard, same being on the south boundary line of Lot 18, Block I of said Somerset Hills Phase B, bears N 85°35’06” W for a distance of 133.94 feet;

THENCE, with the west boundary line of said 20.57 acre Cook Tierra LLC tract and the east right-of-way line of said Caldicot Lane, the following six (6) courses and distances:

1. **N 41°39’50” W** for a distance of **36.09 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";

2. With a curve to the left an arc length of **71.24 feet**, said curve having a radius of **325.00 feet**, a delta angle of **12°33’35”** and a chord which bears **N 06°14’12” W** for a distance of **71.10 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on a point or reverse curvature of a curve to the right;

3. With said curve to the right an arc length of **35.56 feet**, said curve having a radius of **25.00 feet**, a delta angle of **81°30’22”** and a chord which bears **N 28°14’31” E** for a distance of **32.64 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on a point of reverse curvature of a curve to the left;

4. With said curve to the left an arc length of **3.15 feet**, said curve having a radius of **325.00 feet**, a delta angle of **0°33’18”** and a chord which bears **N 68°28’21” E** for a distance of **3.15 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the end of this curve;

5. **N 68°26’42” E** for a distance of **4.16 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";

6. **N 21°33’28” W** for a distance of **61.48 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the northwest corner of said 20.57 acre Cook Tierra LLC tract and the most easterly northeast corner of said Caldicot Lane, same being on the south boundary line of the called 7.2414 acre tract of land (Exhibit A) conveyed to the City of Georgetown, Texas, recorded in Document No. 2009060884 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof, from which an iron rod found with cap marked “SURVCON” monumenting the southwest corner of said 7.2414 City of Georgetown, Texas tract and an interior ell corner of said Somerset Hills Phase B, bears S 68°26’34” W for a distance of 74.97 feet;

THENCE, **N 68°26’34” E** with the northwest boundary line of said 20.57 acre Cook Tierra LLC tract, in part with said south boundary line of the 7.2414 acre City of Georgetown, Texas tract and in part with the south boundary line of the called 12.7586 acre tract of land (Exhibit B) conveyed to the City of Georgetown, Texas, recorded in said Document

No. 2009060884, passing at a distance of 256.63 feet an iron rod found with cap marked "SURVCON" monumenting the southeast corner of said 7.2414 acre City of Georgetown, Texas tract and the southwest corner of said 12.7586 acre City of Georgetown, Texas, tract, continuing for a total distance of **928.06 feet** to an iron rod found with cap marked "FOREST RPLS 1847" monumenting the north corner of said 20.57 acre Cook Tierra LLC tract, the southeast corner of said 12.7586 acre City of Georgetown, Texas tract, same being on an angle point in the west boundary line of said 99.60 acre PLA Capital, LLC – Series Tract I tract, for the north corner hereof;

THENCE, **S 81°06'51" E** with the northeast boundary line of said 20.57 acre Cook Tierra LLC tract and said west boundary line of the 99.60 acre PLA Capital, LLC – Series Tract I tract, for a distance of **984.32 feet** to an iron rod found with illegible cap monumenting the northeast corner of said 20.57 acre Cook Tierra LLC tract and an interior ell corner of said 99.60 acre PLA Capital, LLC – Series Tract I tract, for the northeast corner hereof;

THENCE, with the east boundary line of said 20.57 acre Cook Tierra LLC tract and said west boundary line of the 99.60 acre PLA Capital, LLC – Series Tract I tract, the following three (3) courses and distances:

1. **S 21°23'05" E** for a distance of **257.19 feet** to a mag spike nail found monumenting the beginning of a curve to the right;

2. With said curve to the right an arc length of **98.45 feet**, said curve having a radius of **470.00 feet**, a delta angle of **12°00'05"** and a chord which bears **S 15°22'01" E** for a distance of **98.27 feet** to a mag spike nail found on the end of this curve;

3. **S 09°25'01" E** for a distance of **88.68 feet** to the **POINT OF BEGINNING** hereof and containing 20.579 acres 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

February 9, 2026

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\FREESE AND NICHOLS INC\GEORGETOWN NORTHLANDS WWTP 2024-58_COGT LTS\NORTHLANDS RONALD REAGAN BLVD 20.579 ACRE M&B 20260209.doc

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
First Reading - 2026-1-CPA - Future Land Use Map Amendment

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for an Amendment to the Georgetown 2030 Comprehensive Plan. The request is to amend the Future Land Use Designations of three areas as such: Area 1: a 1,528.32 acre tract in J. Hamilton and F. Foy Surveys, generally located north of Ronald W. Reagan Boulevard, west of State Highway 195 from “Mining” to “Mixed Density Neighborhood” and “Rural Residential” to “Neighborhood”; Area 2: a 124.7 acre tract in J. Hamilton and F. Foy Surveys generally located north of Ronald W. Reagan Boulevard, west of State Highway 195, and intersecting with Rattlesnake Road from “Mining” to “Mixed Density Neighborhood”; Area 3: a 2,623.51 acre tract in L.S. Walter and B. Eaves Surveys, generally located east of State Highway 195, south of County Road 239, and north of Sun City Boulevard from “Employment Center” to “Mixed Density Neighborhood” and from “Mining” to “Regional Center” and “Mixed Density Neighborhood” (2026-1-CPA) -- Edgar I. Garcia, Director of Planning

ITEM SUMMARY:
The City of Georgetown is requesting Future Land Use Map (FLUM) Amendments to the Georgetown Comprehensive Plan Comprehensive for three (3) areas to facilitate future development proposals as outlined in the attached Staff Report. Staff has reviewed the requests in accordance with the 2030 Plan Update to the Georgetown Comprehensive Plan. Staff has determined that the proposed map amendments meet the criteria established in UDC Section 3.04.030 for a Comprehensive Plan Amendment as outlined in the attached Staff Report. As required by the Unified Development Code, a legal notice advertising the public hearing was placed in the Williamson County Sun newspaper on October 4, 2026 and 336 mailed letters on October 9, 2026, to subject property owners informing them of the proposed changes. To date, staff has received 0 written comments in favor, and 3 in opposition to the requests. At their October 20, 2026 meeting, the Planning and Zoning Commission recommended approval (6-0) of the request.

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

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-1-CPA Ordinance with Exhibits.pdf
2026-1-CPA - Staff Presentation.pdf
2026-1-CPA - Staff Report.pdf
Exhibit 1A - Current Land Use Map (Area 1).pdf
Exhibit 1B - Future Land Use Map (Area 1).pdf
Exhibit 2A - Current Land Use Map (Area 2).pdf
Exhibit 2B - Future Land Use Map (Area 2).pdf

Exhibit 3A - Current Land Use Map (Area 3).pdf
Exhibit 3B - Future Land Use Map (Area 3).pdf
Exhibit 4 - Public Comments.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE 2030 COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE DESIGNATIONS OF THREE AREAS AS FOLLOWS: AREA 1, A 1,528.32-ACRE TRACT IN J. HAMILTON AND F. FOY SURVEYS, GENERALLY LOCATED NORTH OF RONALD W. REAGAN BOULEVARD, WEST OF STATE HIGHWAY 195 FROM "MINING" TO "MIXED DENSITY NEIGHBORHOOD" AND FROM "RURAL RESIDENTIAL" TO "NEIGHBORHOOD"; AREA 2, A 124.7-ACRE TRACT IN J. HAMILTON AND F. FOY SURVEYS GENERALLY LOCATED NORTH OF RONALD W. REAGAN BOULEVARD, WEST OF STATE HIGHWAY 195, AND INTERSECTING WITH RATTLESNAKE ROAD FROM "MINING" TO "MIXED DENSITY NEIGHBORHOOD"; AREA 3, A 2,723-51-ACRE TRACT IN L.S. WALTER AND B. EAVES SURVEYS, GENERALLY LOCATED EAST OF STATE HIGHWAY 195, SOUTH OF COUNTY ROAD 239, AND NORTH OF SUN CITY BOULEVARD FROM "EMPLOYMENT CENTER" TO "MIXED DENSITY NEIGHBORHOOD" AND FROM "MINING" TO "REGIONAL CENTER" AND "MIXED DENSITY NEIGHBORHOOD"; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter of the City of Georgetown was amended by vote of the people in April 1986 such that comprehensive planning was established as a continuous ongoing governmental function; and

WHEREAS, on February 26, 2008, Ordinance Number 2008-07, as updated on March 10, 2020, with Ordinance 2020-27, amended Chapter 1.12 Georgetown Comprehensive Plan in the Code of Ordinances of the City of Georgetown, defining the 2030 Comprehensive Plan and elements adopted thereof; and

WHEREAS, the established vision of the City is "Georgetown: A caring community honoring our past and innovating for the future"; and

WHEREAS, the City has experienced rapid population growth and development demand not previously anticipated; and

WHEREAS, the City Council desires to revise the adopted Future Land Use Map in the Land Use Element for parts of the City and its Extraterritorial Jurisdiction that are experiencing unanticipated development interest, generally located north of Ronald W. Reagan Boulevard and west of State Highway 195, the areas east of State Highway 195, south of County Road 239,

and north of Sun City Boulevard; and

WHEREAS, the City Council finds it to be in the best interest of the public to establish updates to the Land Use Element as set out herein.

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

Section 1. 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 2. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meeting Act, Texas Government Code, Chapter 551.

Section 3. The 2030 Comprehensive Plan is amended by changing the future land use designations for three areas as follows: **Area 1**, a 1,528.32-acre tract in J. Hamilton and F. Foy Surveys, generally located north of Ronald W. Reagan Boulevard, west of State Highway 195 from "Mining" to "Mixed Density Neighborhood" and from "Rural Residential" to "Neighborhood"; **Area 2**, a 124.7-acre tract in J. Hamilton and F. Foy surveys generally located north of Ronald W. Reagan Boulevard, west of State Highway 195, and intersecting with Rattlesnake Road from "Mining" to "Mixed Density Neighborhood"; **Area 3**, a 2,723-51-acre tract in L.S. Walter and B. Eaves Surveys, generally located east of State Highway 195, south of County Road 239, and north of Sun City Boulevard from "Employment Center" to "Mixed Density Neighborhood" and from "Mining" to "Regional Center" and "Mixed Density Neighborhood" as shown in Exhibit A.

Section 3. 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 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 10th day of November, 2026.

APPROVED AND ADOPTED on Second Reading on the 24th day of November, 2026.

THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

ATTEST:

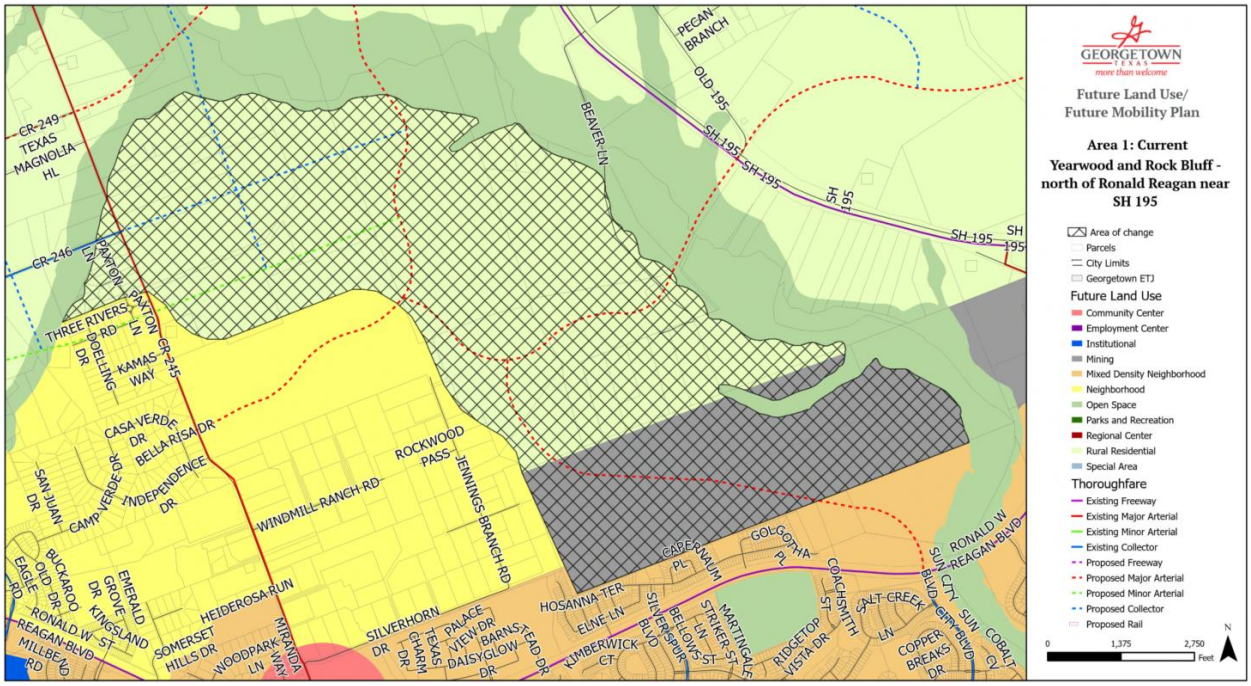
_____
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

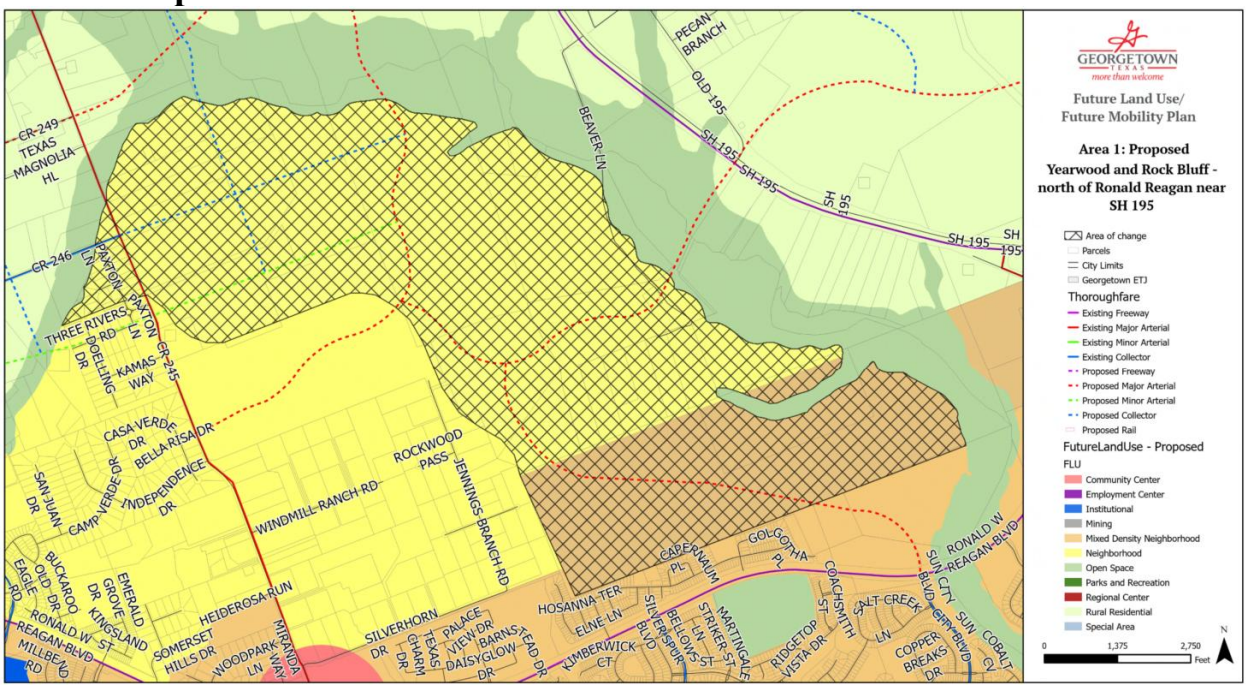
_____
Skye Masson
City Attorney

Exhibit A

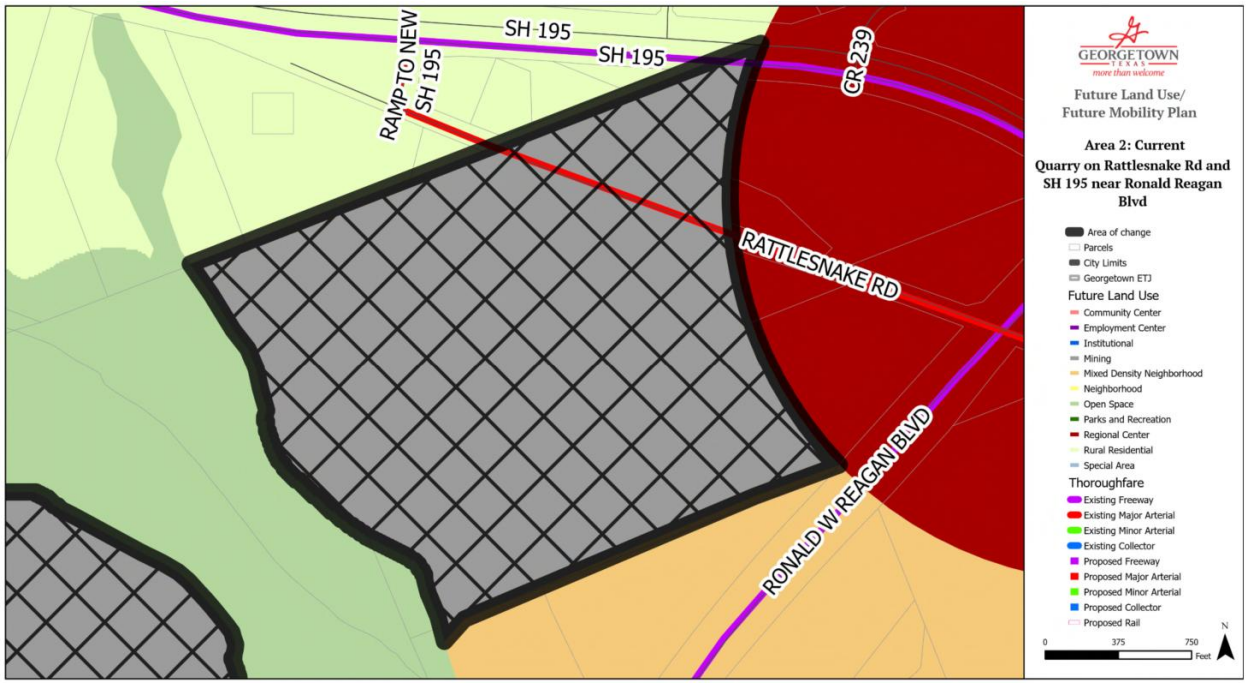
Area 1 Current



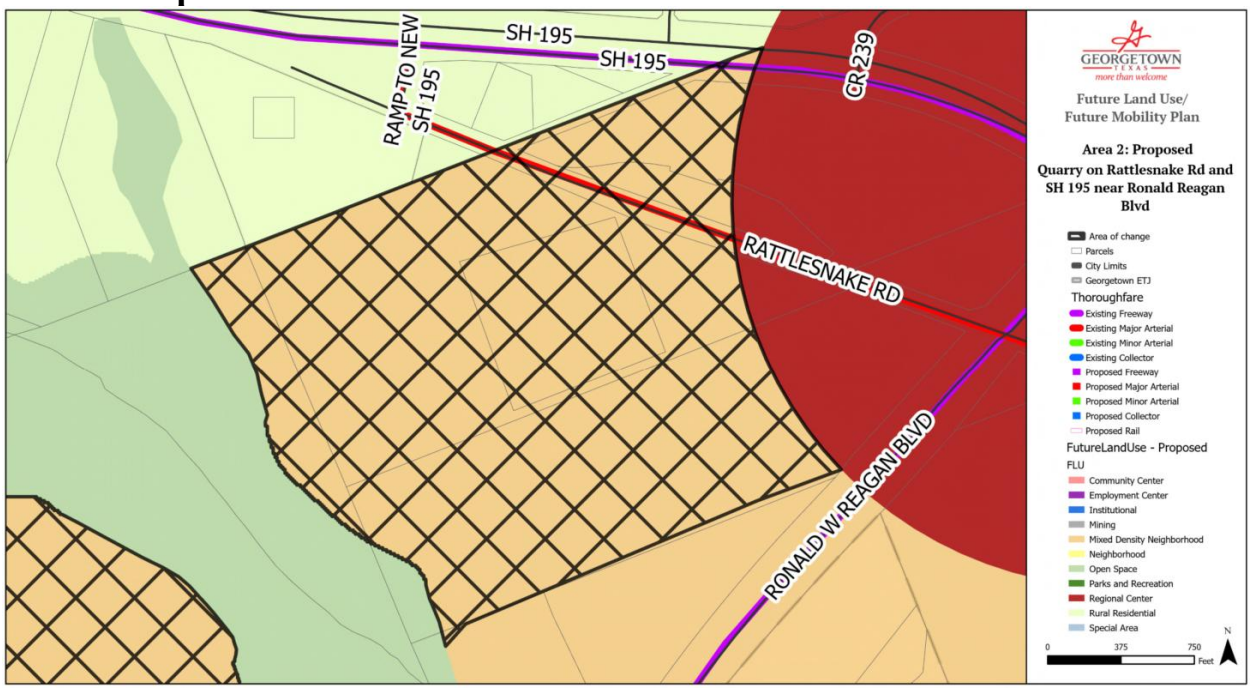
Area 1 Proposed



Area 2 Current



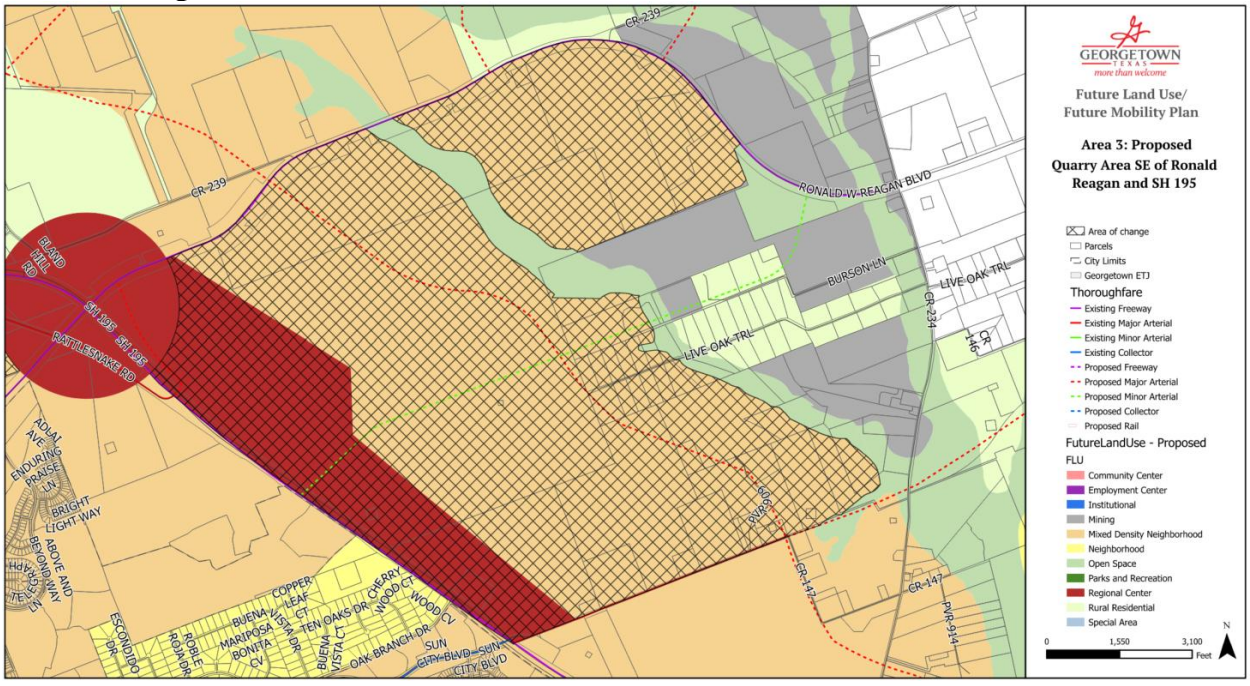
Area 2 Proposed



Area 3 Current



Area 3 Proposed



2026 Comprehensive Plan (Future Land Use) Amendments

November 10, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

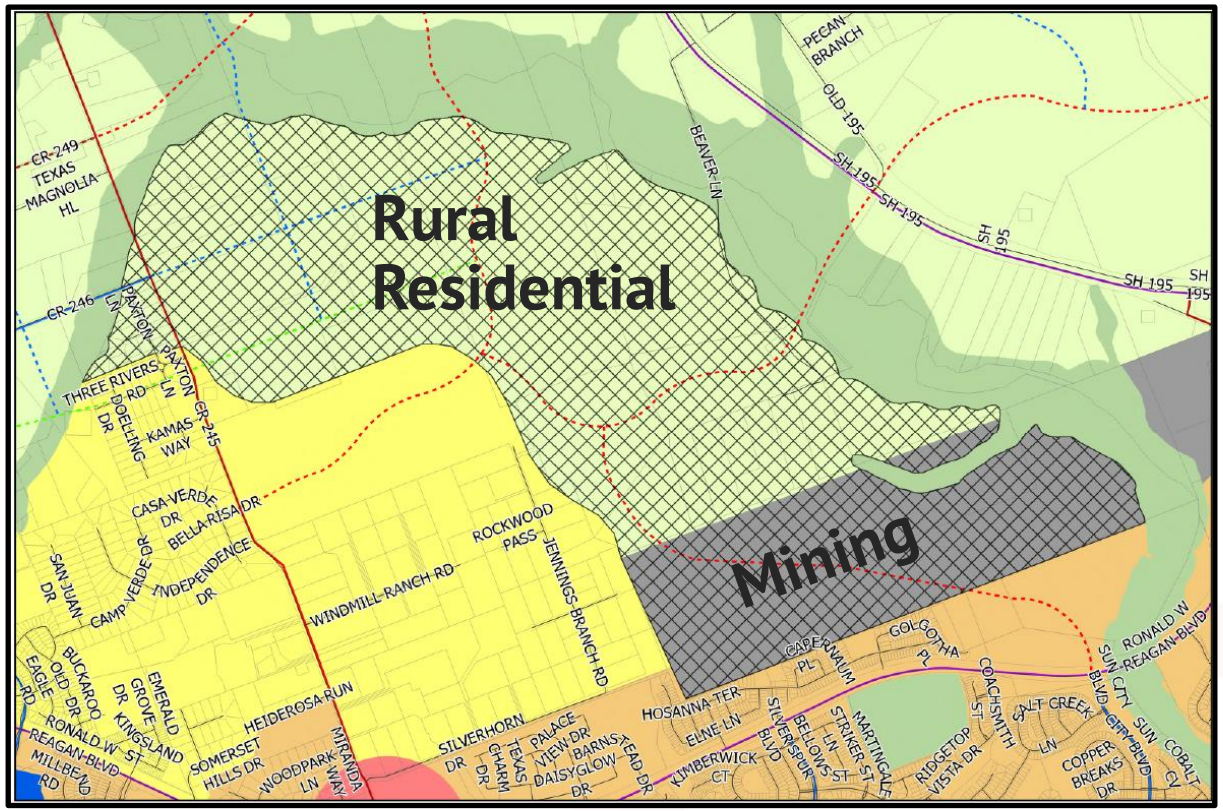
2026-1-CPA

- Public hearing and First Reading of an Ordinance on a request for an Amendment to the Georgetown 2030 Comprehensive Plan. The request is to amend the Future Land Use Designations of three areas as follows:
- **Area 1**: a 1,528.32-acre tract in J. Hamilton and F. Foy Surveys, generally located north of Ronald W. Reagan Boulevard, west of State Highway 195 from "Mining" to "Mixed Density Neighborhood" and "Rural Residential" to "Neighborhood"
- **Area 2**: a 124.7-acre tract in J. Hamilton and F. Foy Surveys generally located north of Ronald W. Reagan Boulevard, west of State Highway 195, and intersecting with Rattlesnake Road from "Mining" to "Mixed Density Neighborhood"
- **Area 3**: a 2,623.51-acre tract in L.S. Walter and B. Eaves Surveys, generally located east of State Highway 195, south of County Road 239, and north of Sun City Boulevard from "Employment Center" to "Mixed Density Neighborhood" and from "Mining" to "Regional Center" and "Mixed Density Neighborhood"

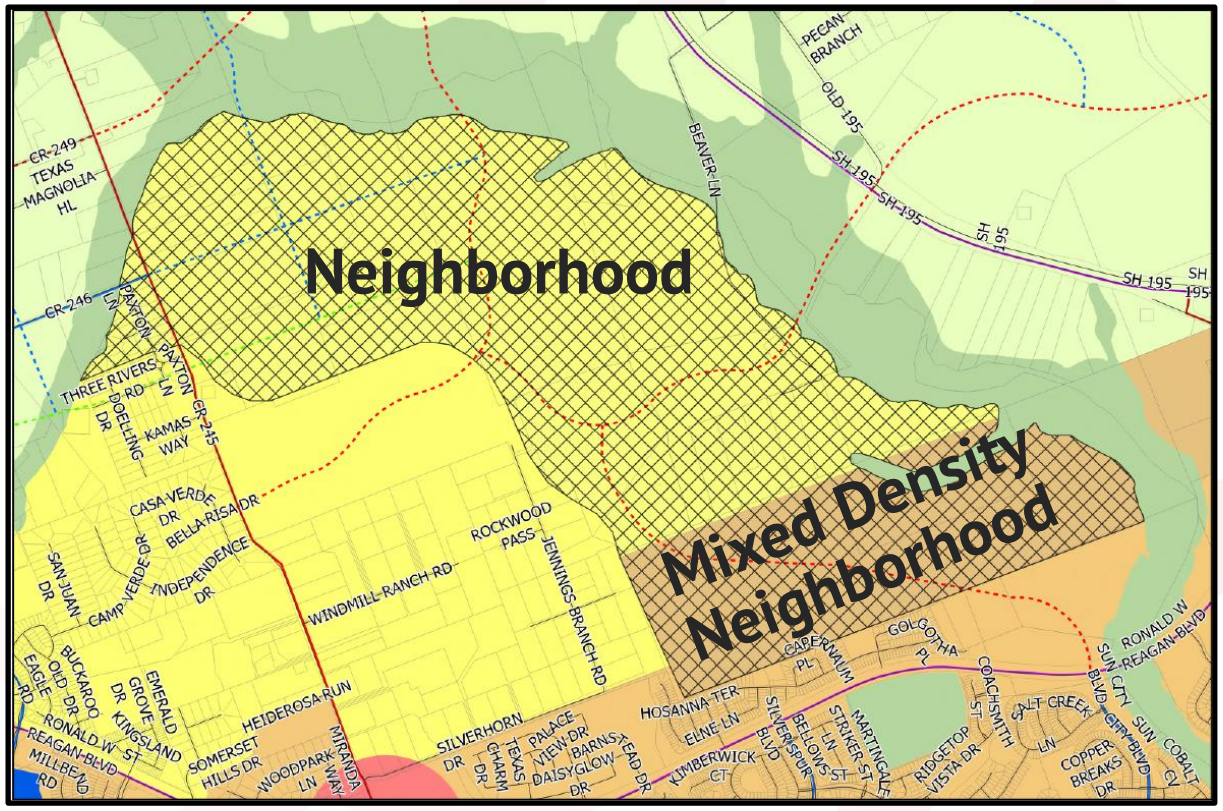
Summary and Analysis

Area 1 (a 1,528.32-acre tract in J. Hamilton and F. Foy Surveys generally located northwest of the intersection of Ronald W. Reagan Boulevard and State Highway 195)

CURRENT



PROPOSED



Area 1 (a 1,528.32-acre tract in J. Hamilton and F. Foy Surveys generally located northwest of the intersection of Ronald W. Reagan Boulevard and State Highway 195)

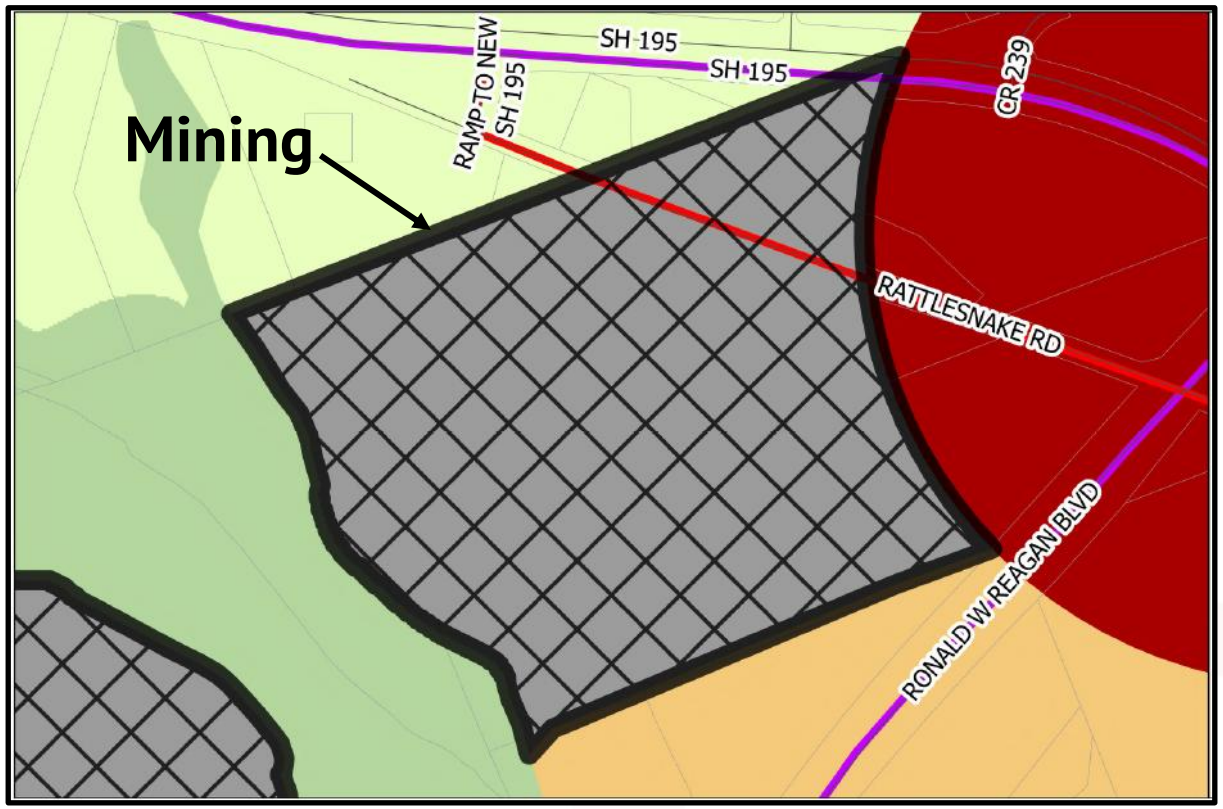
- Future Land Use Map Amendment for 1,528.32 acres of land
- South portion (403.7 ac): Mining (M) to **Mixed Density Neighborhood (MDN)**
  - Existing quarry to be redeveloped as part of Yearwood MUD
  - Intended for single-family dwellings, duplexes and townhomes
- North portion (1,124.62 ac): Rural Residential (RR) to **Neighborhood (N)**
  - Proposed for Rock Bluff development complementing the Yearwood MUD.

ANALYSIS

- Mixed Density Neighborhood (MDN) will prepare area for redevelopment while assisting in the provision of diverse housing options (Housing Policy H.10) while matching existing MDN areas
- Neighborhood (N) will provide transition between Mixed Density Neighborhood (MDN) to south and Rural Residential (RR) to north providing for orderly development (Land Use Policy LU.1)
- Proposed changes were reviewed by applicable City Departments and impacts on City. Request did not generate concerns from Systems Engineering

Area 2 (a 124.7 acre tract in J. Hamilton and F. Foy Surveys generally located north of Ronald W. Reagan Boulevard, west of State Highway 195, and intersecting with Rattlesnake Road)

CURRENT



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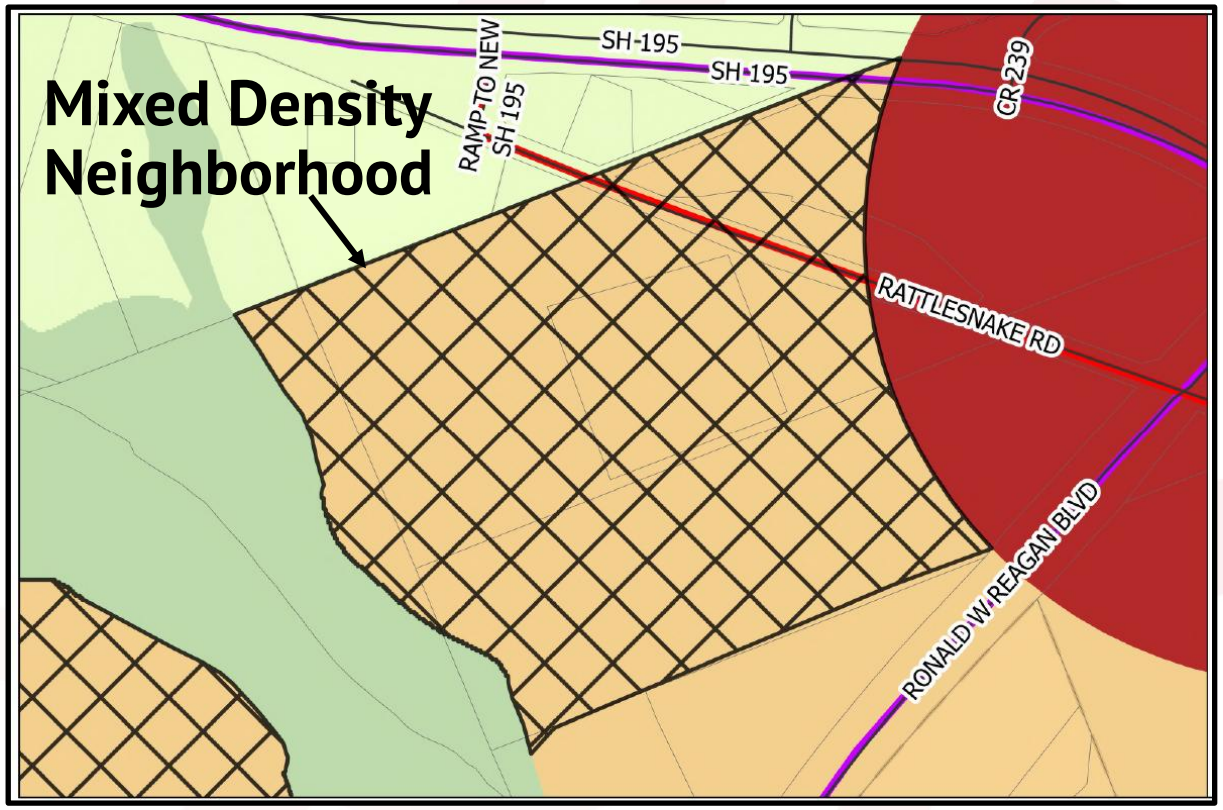


Area 2 (a 124.7 acre tract in J. Hamilton and F. Foy Surveys generally located north of Ronald W. Reagan Boulevard, west of State Highway 195, and intersecting with Rattlesnake Road)

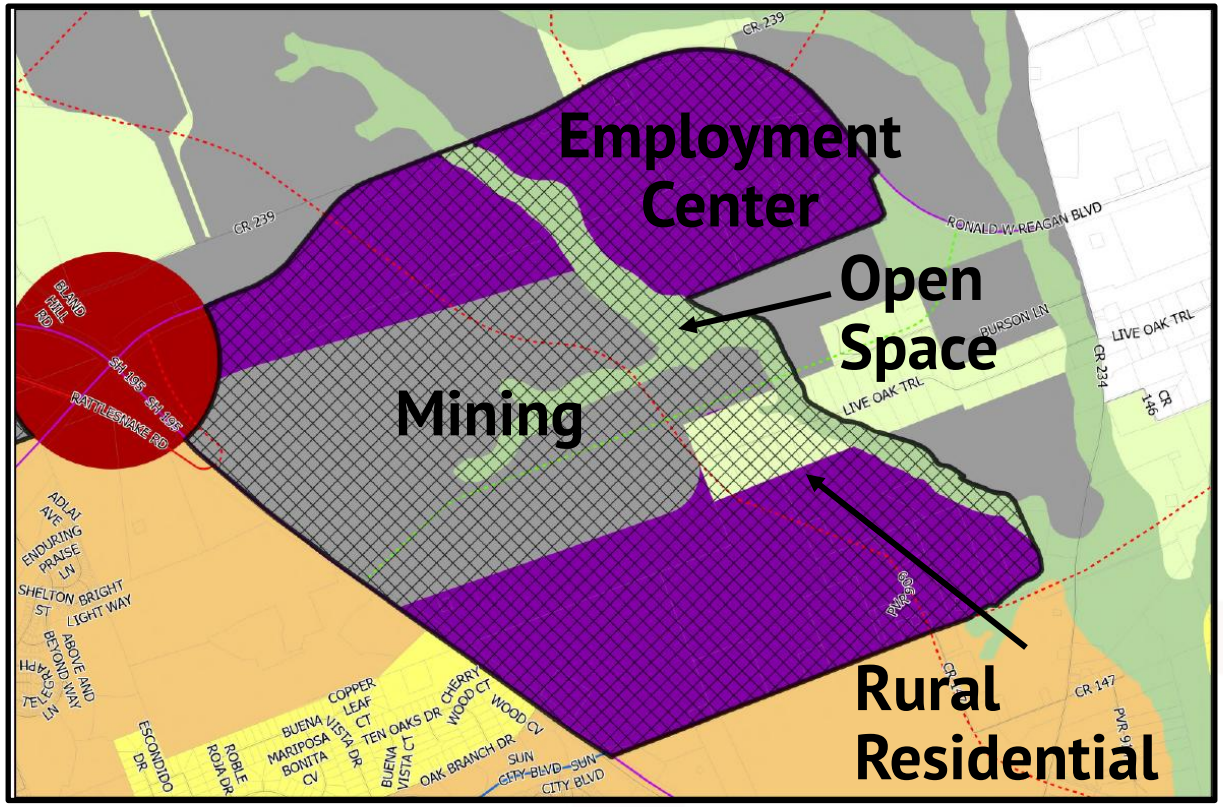
- Future Land Use Map Amendment for 124.7 acres of land
- Mining (M) to **Mixed Density Neighborhood (MDN)**
  - Existing quarry to be redeveloped as part of Yearwood MUD
- MDN intended for single-family dwellings, duplexes and townhomes
  - Can also provide for commercial at intersection of Rattlesnake Rd. & Ronald Reagan

ANALYSIS

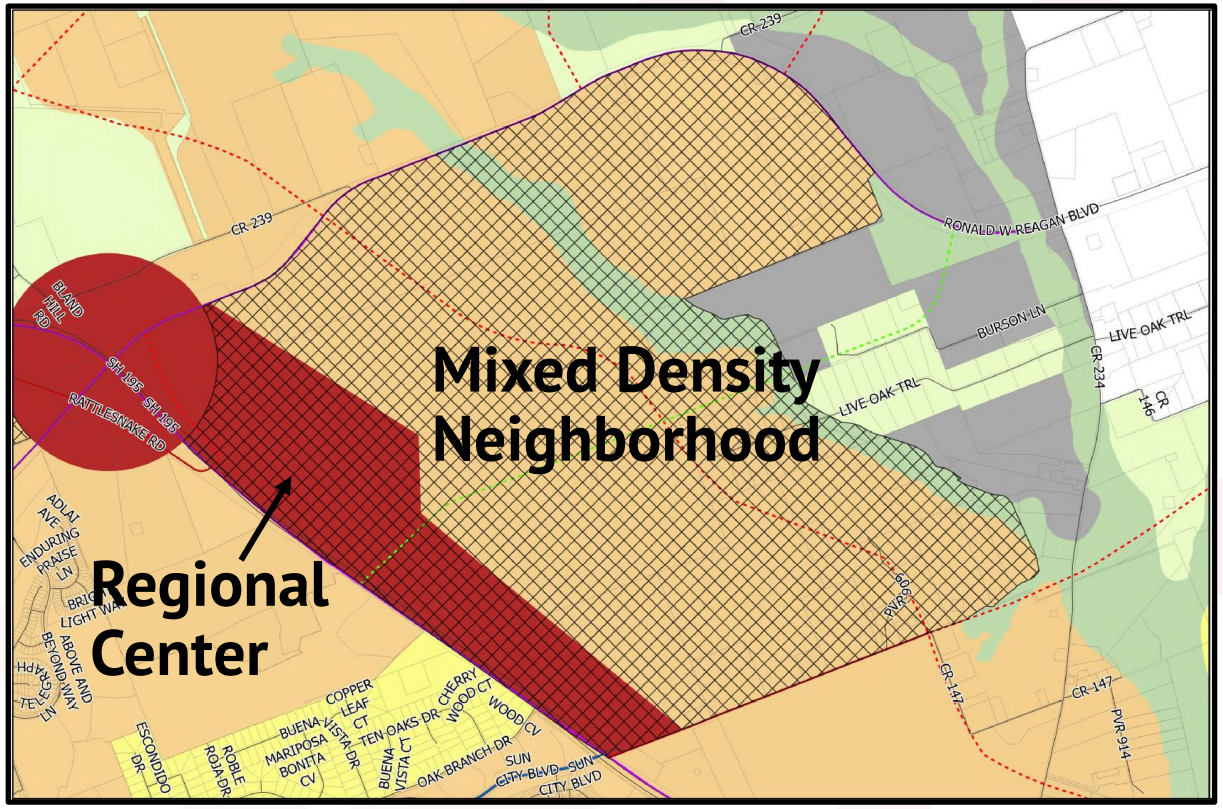
- Mixed Density Neighborhood (MDN) can prepare area for redevelopment and the provision of more diverse housing options (H.10)
- MDN can also provide an effective transition from the existing MDN areas to south and proposed MDN neighborhood to west (LU.1)
- Proposed changes were reviewed by applicable City Departments and impacts on City. Request did not generate concerns from Systems Engineering

Area 3 (a 2,623.51 acre tract in L.S. Walter and B. Eaves Surveys, generally located east of State Highway 195, south of County Road 239, and north of Sun City Boulevard)

CURRENT



PROPOSED



Area 3 (a 2,623.51 acre tract in L.S. Walter and B. Eaves Surveys, generally located east of State Highway 195, south of County Road 239, and north of Sun City Boulevard)

- Extension of **Regional Center (RC)** commercial corridor adjacent to S.H. 195 to allow commercial and mixed-use development while creating buffer from residential development east.
- Change of east portion from Mining (M) to **Mixed Density Neighborhood (MDN)** to allow various housing types.
- Change of a small section of Rural Residential (RR) to **Mixed Density Neighborhood (MDN)** matching MDN west and stopping at natural barrier

ANALYSIS

- Extending Regional Center (RC) along S.H. 195 will prepare for a commercial corridor that can support retail and office to service the surrounding neighborhoods (LU.1)
- Corridor policies of Georgetown 2030 Plan providing a transition between commercial and less dense residential development along major roadways
- Mixed Density Neighborhood (MDN) will facilitate the provision of more diverse housing options at various price points (H.10)
- Transportation will address traffic modeling upon annexation
- Fire will provide comments during formal development process

Approval Criteria – UDC Section 3.04.030

Criteria for Comprehensive Plan 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 proposed amendment promotes the health, safety, and general welfare of the City.	X		

Approval Guidelines – UDC Section 3.04.030

Guidelines for Comprehensive Plan Amendment	Complies	Partially Complies	Does Not Comply
The need for the proposed change.	X		
The effect of the proposed change on the need for City services and facilities.		X	
The compatibility of the proposed change with the existing uses and development patterns of nearby property and with the character of the neighborhood.	X		
The implications, if any, that the amendment may have for other parts of the Plan.	X		

Public Notifications

- Staff mailed notices to 336 property owners within a 300 ft. buffer, as well as published notice in the *Williamson County Sun* at least 15 days before this meeting.

- Staff received three responses: 0 in favor and 3 in opposition

P&Z Commission Recommendation

- At their October 20, 2026 meeting, the Planning and Zoning Commission recommended approval (6-0) of the request.

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE 2030 COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE DESIGNATIONS OF THREE AREAS AS FOLLOWS: AREA 1, A 1,528.32-ACRE TRACT IN J. HAMILTON AND F. FOY SURVEYS, GENERALLY LOCATED NORTH OF RONALD W. REAGAN BOULEVARD, WEST OF STATE HIGHWAY 195 FROM "MINING" TO "MIXED DENSITY NEIGHBORHOOD" AND FROM "RURAL RESIDENTIAL" TO "NEIGHBORHOOD"; AREA 2, A 124.7-ACRE TRACT IN J. HAMILTON AND F. FOY SURVEYS GENERALLY LOCATED NORTH OF RONALD W. REAGAN BOULEVARD, WEST OF STATE HIGHWAY 195, AND INTERSECTING WITH RATTLESNAKE ROAD FROM "MINING" TO "MIXED DENSITY NEIGHBORHOOD"; AREA 3, A 2,723-51-ACRE TRACT IN L.S. WALTER AND B. EAVES SURVEYS, GENERALLY LOCATED EAST OF STATE HIGHWAY 195, SOUTH OF COUNTY ROAD 239, AND NORTH OF SUN CITY BOULEVARD FROM "EMPLOYMENT CENTER" TO "MIXED DENSITY NEIGHBORHOOD" AND FROM "MINING" TO "REGIONAL CENTER" AND "MIXED DENSITY NEIGHBORHOOD"; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Planning Department Staff Report

Report Date: November 3rd, 2026
Case No: 2026-1-CPA
Project Planner: Edgar I. Garcia, AICP, Director of Planning

Item Details

Project & Applicant: 2026 Comprehensive Plan Amendments / Georgetown Planning

Location & Acreage: Various – see below / 4,276.53 acres

Legal Descriptions: **Area 1** - 1,528.32 acres in J. Hamilton and F. Foy Surveys, generally located north of Ronald W. Reagan Boulevard and west of State Highway 195; **Area 2** - 124.7 acres north of Ronald W. Reagan Boulevard, west of State Highway 195, and intersecting with Rattlesnake Road; **Area 3** - 2,623.51 acres in L.S. Walter and B. Eaves Surveys, generally located east of State Highway 195, south of County Road 239, and north of Sun City Boulevard

Request: Public hearing and possible action on a request for an Amendment to the Georgetown 2030 Comprehensive Plan. The request is to amend the Future Land Use Designations of three areas as follows:

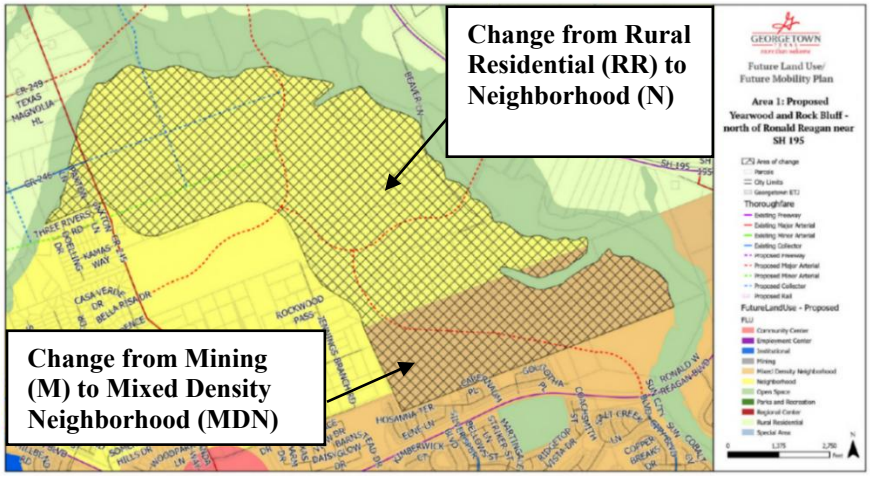
Area 1: a 1,528.32-acre tract in J. Hamilton and F. Foy Surveys, generally located north of Ronald W. Reagan Boulevard, west of State Highway 195 from "Mining" to "Mixed Density Neighborhood" and "Rural Residential" to "Neighborhood"

Area 2: a 124.7-acre tract in J. Hamilton and F. Foy Surveys generally located north of Ronald W. Reagan Boulevard, west of State Highway 195, and intersecting with Rattlesnake Road from "Mining" to "Mixed Density Neighborhood"

Area 3: a 2,623.51-acre tract in L.S. Walter and B. Eaves Surveys, generally located east of State Highway 195, south of County Road 239, and north of Sun City Boulevard from "Employment Center" to "Mixed Density Neighborhood" and from "Mining" to "Regional Center" and "Mixed Density Neighborhood"

Overview and Site Analysis

Area 1 (a 1,528.32-acre tract in J. Hamilton and F. Foy Surveys generally located northwest of the intersection of Ronald W. Reagan Boulevard and State Highway 195)



The City is proposing to amend the Future Land Use designation of the 1,528.32-acre tract that is currently designated as Rural Residential and Mining. The southern portion, totaling approximately 403.7 acres, is currently designated with the Mining (M) Future Land Use designation. This area has been operating as a quarry for decades. The topography of this southern portion is typical of a quarry with a 50 ft. elevation difference in some portions. Berry Creek bisects this area diagonally northwest.

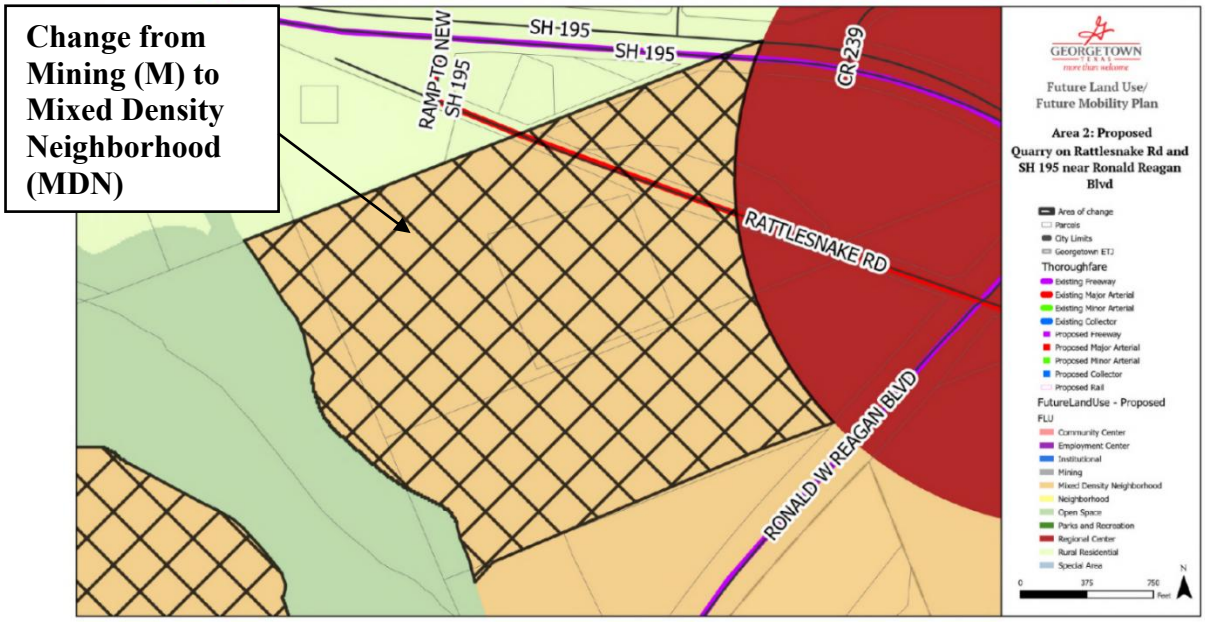
This section is proposed to be amended from the Mining (M) Future Land Use designation to Mixed Density Neighborhood (MDN) designation. The MDN designation is intended to encourage a range of single-family and medium-density housing types with an emphasis on connectivity. Generally, duplexes, townhomes, and cottage courts can complement single family homes in this designation. Additionally, any non-residential uses should be located primarily at arterials and other major roadway intersections and include appropriate buffering and pedestrian elements to support the surrounding residents.

The northern portion, consisting of approximately 1,124.62 acres, currently holds the Rural Residential (RR) Future Land Use designation. This area is proposed with a Neighborhood (N) designation to accommodate a transition between uses going north; the designation is intended to keep a suburban atmosphere with a target density of less than five units per acre. Thus, existing large-lot homes would be appropriate in the N designation.

Together, the proposed designations work in tandem to prepare the area for redevelopment of the quarry while also being sensitive to surrounding homes by promoting gentle transitions from the intersection of Reagan Blvd. and SH 195 where more intense development is expected. Further, the proposed designations would align with existing homes in the area while still accommodating various housing types as may be proposed.

These proposed amendments would also be in alignment with Land Use Policy LU.1 which would reflect a gradual transition from urban to suburban to rural development. As this portion of Georgetown expands northward, the amendments would have the Mixed-Density Neighborhood (MDN) joining MDN to the south, followed by Neighborhood (N) and then Rural Residential (RR) further north.

Area 2 (a 124.7 acre tract in J. Hamilton and F. Foy Surveys generally located north of Ronald W. Reagan Boulevard, west of State Highway 195, and intersecting with Rattlesnake Road)

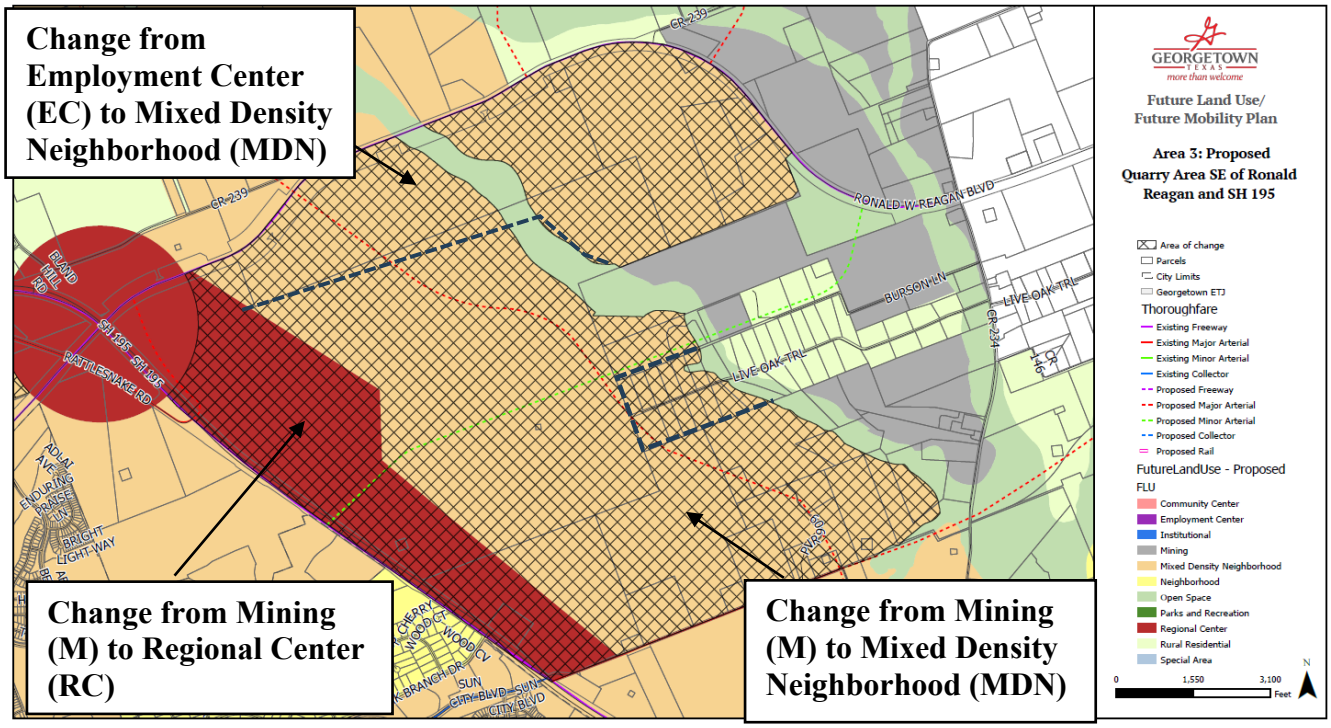


Area 2 consists of approximately 124.7 acres directly east of Area 1 at the intersection of Rattlesnake Rd. and Ronald W. Reagan Blvd. The area currently holds the Mining (M) Future Land Use designation and has also been used exclusively as a quarry for years. This section of the quarry is separated from Area 1 to its west by Berry Creek. The site decreases in elevation heading west as quarry activity intensified.

The proposed designation for Area 2 is Mixed Density Neighborhood (MDN) which would align with the MDN designation of Area 1 west of Berry Creek. And MDN designated areas south and southwest of the subject property. The MDN designation's goal is to encourage a range of low and medium-density housing types such as single-family homes, duplexes, townhomes, and cottage courts. Additionally, any non-residential uses should be located primarily at arterials and other major roadway intersections and include appropriate buffering and pedestrian elements to support the surrounding residents.

MDN in this location prepares the area for a mixture of housing types and densities consistent with the City's housing polices and provides an effective transition from existing MDN neighborhoods to the south and proposed MDN neighborhoods to the west. Likewise, it prepares the area for more intense residential or commercial uses closer to the intersection of Rattlesnake Road and Reagan Blvd.

Area 3 (a 2,623.51 acre tract in L.S. Walter and B. Eaves Surveys, generally located east of State Highway 195, south of County Road 239, and north of Sun City Boulevard)



The City is proposing to amend the Future Land Use designation of approximately 2,623.51 acres located east of the intersection of S.H. 195 and Ronald W. Reagan Blvd. from Mining (M), Employment Center (EC) and Rural Residential (RR) to Mixed Density Neighborhood (MDN) and Regional Center (RC) to facilitate redevelopment and annexation into the City Limits. The majority of this area has been operating as a quarry, and its existing terrain and elevation changes reflect this.

The Regional Center (RC) designation is proposed to extend in a linear fashion southbound along S.H. 195. This would allow future commercial and mixed-use development along S.H. 195, which can accommodate expected higher traffic volumes that could be generated by these uses. East of the Regional Center (RC) designation, Mixed Density Neighborhood (MDN) is being proposed in order to provide for a variety of housing types further away from S.H. 195. There is a section of currently Rural Residential (RR) designated parcels east of the Mining designated parcels along Live Oak Trail. These parcels are proposed to change to Mixed Density Neighborhood (MDN) to align with the other proposed changes MDN. An Open Space (OS) designated 100-year flood plain provides a natural barrier between proposed MDN designated parcels west and RR designated parcels east of the flood plain.

Staff believe that the proposed amendments are in alignment with the future land use and housing goals of the city. Specifically, the goals of encouraging a balanced mix of residential, commercial, and employment uses at varying densities reflecting gradual transitions. Extending the Regional Center (RC) designation south along S.H. 195 provides additional commercial opportunities to service the new

and existing homes in the area. The MDN designation will also serve to provide a transition from the proposed commercial corridor and adjacent to other MDN neighborhoods.

Intergovernmental and Interdepartmental Review

The proposed amendments were reviewed by all applicable City Departments to determine the appropriateness of the requested future land use changes and their impact on the utility and transportation capacity to the area. The proposed changes did not generate any concern from the City's Systems Engineering Department regarding water and wastewater capacity. The Fire Marshall's Office did state they would provide more comments during platting.

Given the expected increase in trips from the base scenario of the adopted 2045 Thoroughfare Plan, the Transportation Department recommends further analysis of the future roadway network to ensure adequate roadway capacity through travel demand modeling. The resulting roadway capacity analysis may require additional model work and modification to the 2045 Thoroughfare Plan upon development.

Approval Criteria

Staff has reviewed the proposed request and has found that it complies with five (5) and partially complies with one (1) criteria established in UDC Section 3.04.030.A for a Comprehensive Plan Amendment, as outlined below:

COMPREHENSIVE PLAN AMENDMENT APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**Complies**
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The Amendment promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Complies**
The proposed amendment will promote the health, safety, and general welfare of the City. The proposed land use designations will support balanced and managed growth for the city in alignment with the land use and housing policies of the Georgetown 2030 Plan. Since the new land uses will most likely yield a higher trip count than initially contemplated by the 2045 Future Mobility Plan, the Transportation Department does recommend further analysis when properties are developed to ensure adequate capacity. However, the proposed land use designations are contemplated to have access to existing or future arterial street networks in order to accommodate increased traffic as needed.	

In addition to the FLUM criteria above, staff has reviewed the request and determined that the proposed request complies with the guidance established in UDC Section 3.04.030.B for a Comprehensive Plan Amendment, as outlined below:

COMPREHENSIVE PLAN AMENDMENT APPROVAL GUIDELINES	
1. The need for the proposed change.	**Complies**
The change to the Future Land Use Map is needed in order to accomplish the overarching goals of the Georgetown 2030 Plan, particularly Goal 1. Goal 1 of the Comprehensive Plan aims to promote development patterns with balanced land uses in order to provide a variety of housing options in all part of Georgetown. Development in the areas covered by the proposed Future Land Use Map amendments were not contemplated for growth during the last update of the Georgetown 2030 Plan. As growth has expanded from Georgetown's core, it has become necessary to prepare more areas for responsible and gradual development patterns. The Mining (M) designated parcels within portions of Areas 1 and 2 are intended to be repurposed for future development in line with a Consent Agreement for a Municipal Utility District (MUD) approved by Council in September. The Mining (M) designation does not contemplate any residential development so an amendment to the Future Land Use Map designation is necessary. Changing the existing Future Land Use designations to Mixed Density Neighborhood (MDN) and Neighborhood (N) in these areas is in line with the intended developments, suitable with the surrounding areas, and will provide more attainable and diverse housing stock. In Area 3, southeast of Ronald W. Reagan Blvd. and S.H. 195, designating a Regional Center corridor adjacent to S.H. 195 connects with the existing Regional Center node at Ronald W. Reagan Blvd, and S.H. 195, and will allow additional commercial and mixed-use opportunities within this area, currently underserved in these respects. Much like the Mining (M) designated parcels in Areas 1 and 2, changing Mining (M) designated parcels in Area 3 to Mixed Density Neighborhood (MDN) will prepare the properties for redevelopment and possible annexation into the City.	
2. The effect of the proposed change on the need for City services and facilities.	**Partially Complies**
The requested amendment to the Future Land Use Map was reviewed by City Staff, and extension of the street network utilities is achievable through the properties. The Transportation Department, however, will need to affirm that traffic impacts can be effectively managed through roadway capacity analysis upon development. Based on this unknown, Staff is only confident that the requests partially comply in terms of Guideline #2. It is noted that all developments will be responsible to pay for water and wastewater utility construction. Developers will also be responsible for installing or upgrading any required roadways in accordance with the Future Mobility Plan (FMP).	
3. The compatibility of the proposed change with the existing uses and development patterns of nearby property and with the character of the neighborhood.	**Complies**
The proposed change is appropriate given the development pattern of the areas. The intent of the Future Land Use Map amendment is to prepare the areas for redevelopment while understanding the context of surrounding properties. Amending the Future Land Use designations as proposed will allow for a gradual shift in densities that should complement existing developments of a suburban and rural nature. Areas with a proposed Mixed Density Neighborhood (MDN) designation would provide a natural	

COMPREHENSIVE PLAN AMENDMENT APPROVAL GUIDELINES	
extension to existing Mixed Density (MDN) land uses in the immediate areas. The proposed Neighborhood (N) designation would then provide a continuing transition to Rural Residential (RR) designated parcels further away from the subject properties. Thus, meeting Goal 6 of the Georgetown 2030 Plan to provide balanced uses. The Regional Center (RC) strip adjacent to S.H. 195 in Area 3 is compatible with the commercial character along this freeway which can accommodate retail, office, and mixed-use developments. This Regional Center designation would also provide a buffer from the adjacent Mixed Density Neighborhood (MDN) designated parcels proposed east of SH 195.	
4. The implications, if any, that the amendment may have for other parts of the Plan.	**Complies**
Staff believe that the changes to land use in these areas will provide a wider mix of housing types. The Mixed Density Neighborhood (MDN) designation would allow a range of between 5 and 13 units/acre, and a variety of housing types on various lot sizes including single-family, duplex, and townhomes. The commercial corridor along S. H. 195 connected to the existing regional node should provide more commercial and retail opportunities for the existing homes and future mixed-density development in the area.	

The proposed amendments to the future land use map would increase the recommended density and housing types as well as encourage additional commercial services along Ronald W. Reagan Boulevard and Rattlesnake Road. The existing Future Land Use designations of Mining, Neighborhood, and Rural Residential were placed upon the area in early 2020, at a time when the areas along Georgetown's outer edges were not foreseen to see the intensity of development demand seen in 2026. Development has now reached these outer areas and the proposed land use designations could encourage property owners to annex into the City in a gradual and deliberate fashion.

While increasing the recommended density and overall number of dwelling units will require further review by Transportation staff as the assumptions taken into account during the drafting of the Future Mobility Plan have changed, the request will ultimately encourage a balance of land uses at the City's northwest area and encourage annexation to connect to City Services for a development density that is less than is possible in the ETJ in exchange for the City's ability to apply land use and development regulations that encourage a balance of land uses and a high quality built environment.

Public Meeting Dates

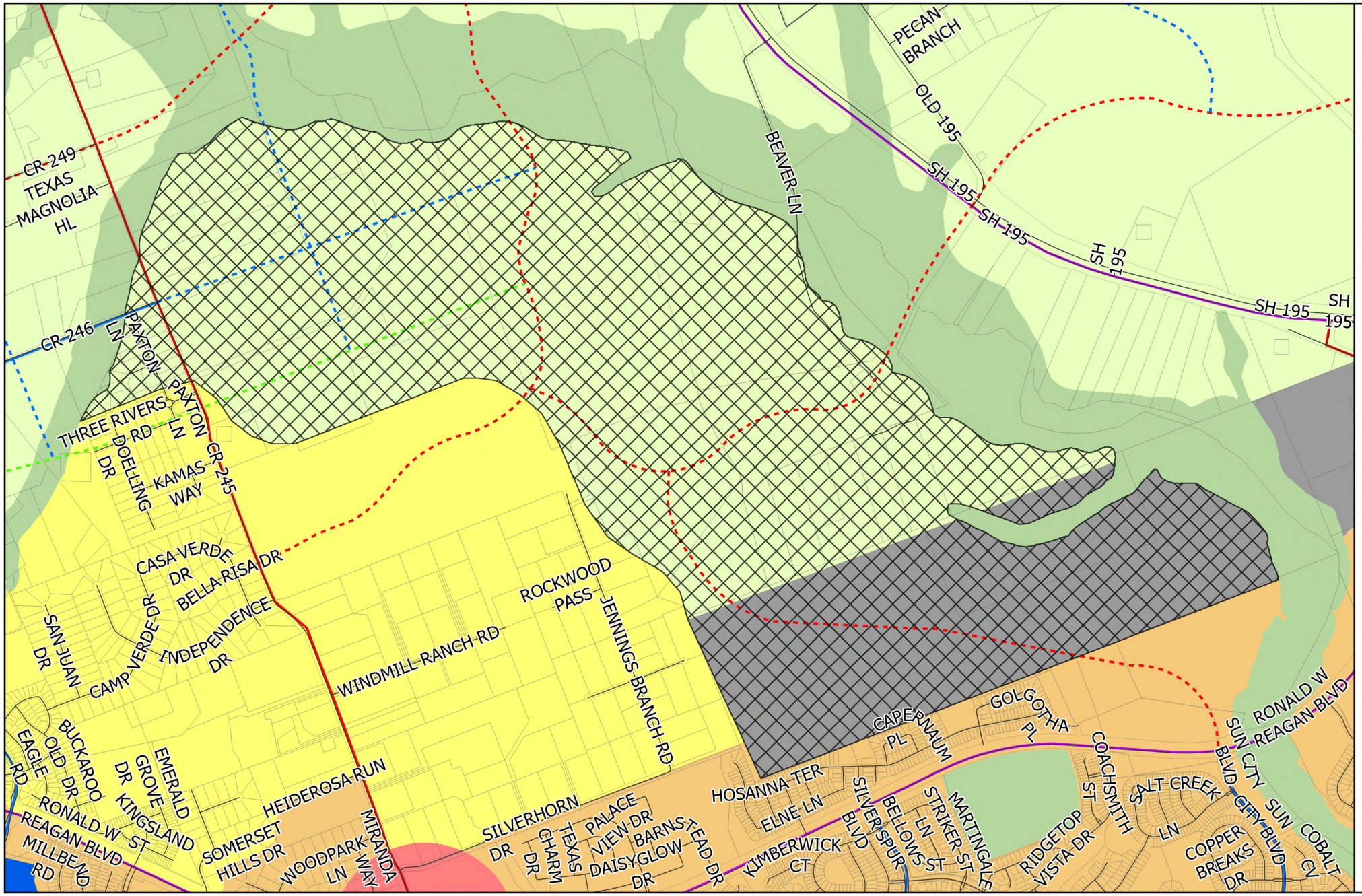
October 20, 2026 – Planning and Zoning Commission
November 10, 2026 – City Council First Reading of the Ordinance
November 24, 2026 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code, a legal notice advertising the public hearing was placed in the *Williamson County Sun* newspaper on October 4, 2026 and 336 mailed letters on October 9, 2026, to subject property owners informing them of the proposed changes. To date, staff has received 0 written comments in favor, and 3 in opposition to the requests.

Attachments

Exhibit 1A to 3A – Current Future Land Use Maps
Exhibit 2B to 3B - Proposed Future Land Use Maps



GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

Area 1: Current Yearwood and Rock Bluff - north of Ronald Reagan near SH 195

- Area of change
- Parcels
- City Limits
- Georgetown ETJ

Future Land Use

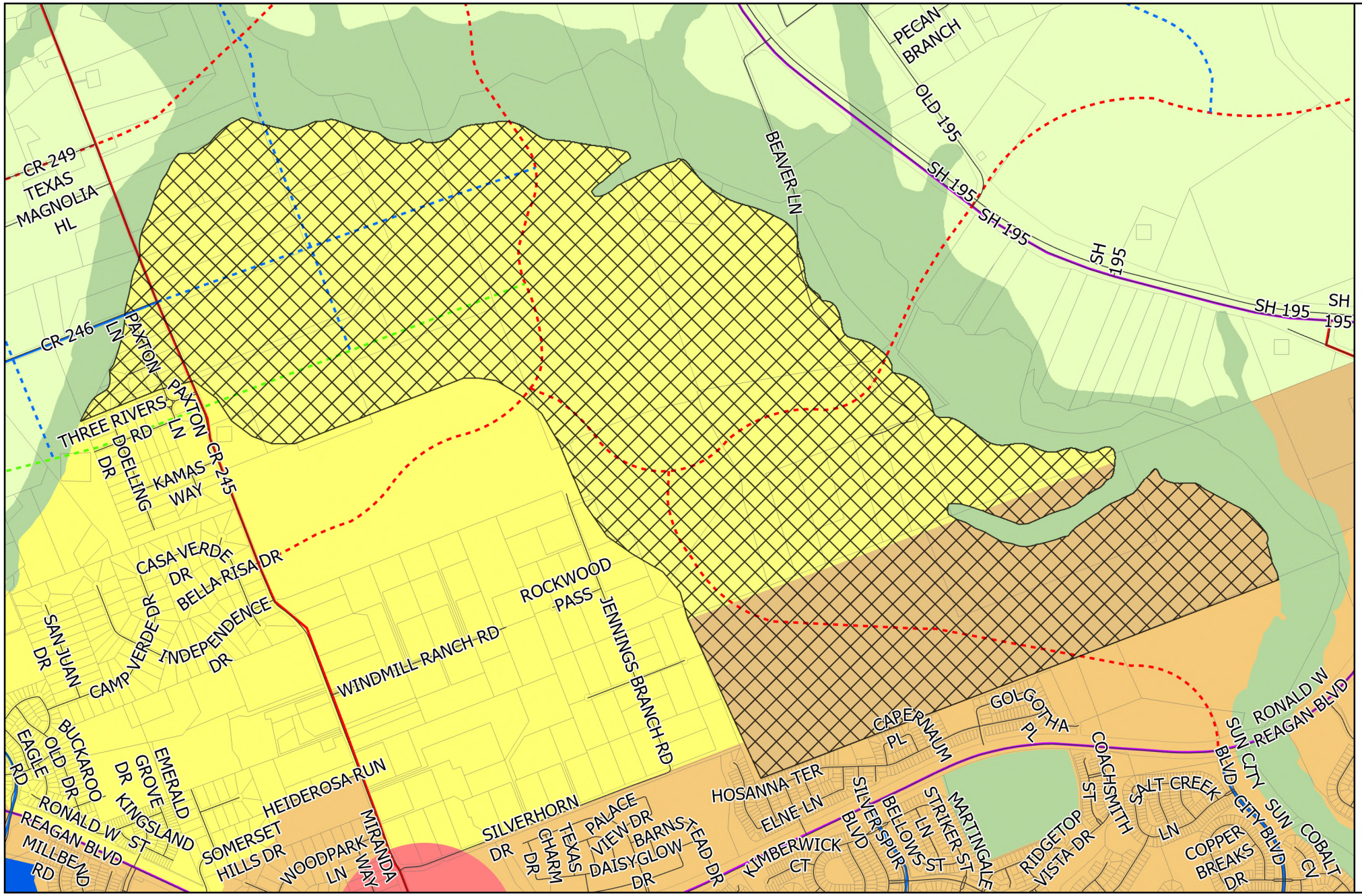
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

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 1,375 2,750 Feet



GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

Area 1: Proposed Yearwood and Rock Bluff - north of Ronald Reagan near SH 195

- Area of change
- Parcels
- City Limits
- Georgetown ETJ

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

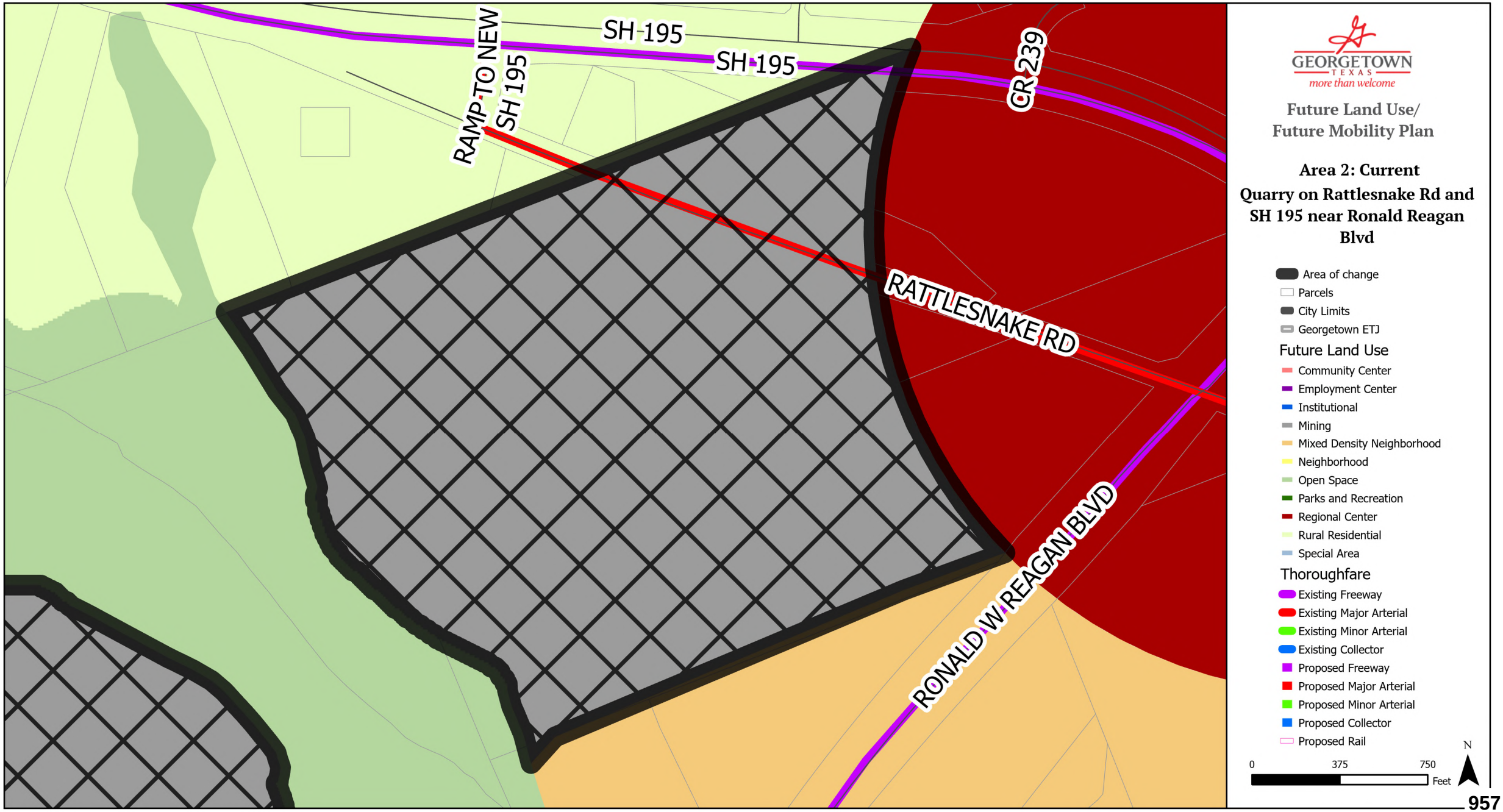
FutureLandUse - Proposed

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

N

0 1,375 2,750 Feet


SH 195
SH 195
RAMP TO NEW SH 195
CR 239
RATTLESNAKE RD
RONALD W REAGAN BLVD
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
Area 2: Current
Quarry on Rattlesnake Rd and SH 195 near Ronald Reagan Blvd
Area of change
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Community Center
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Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
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Proposed Rail
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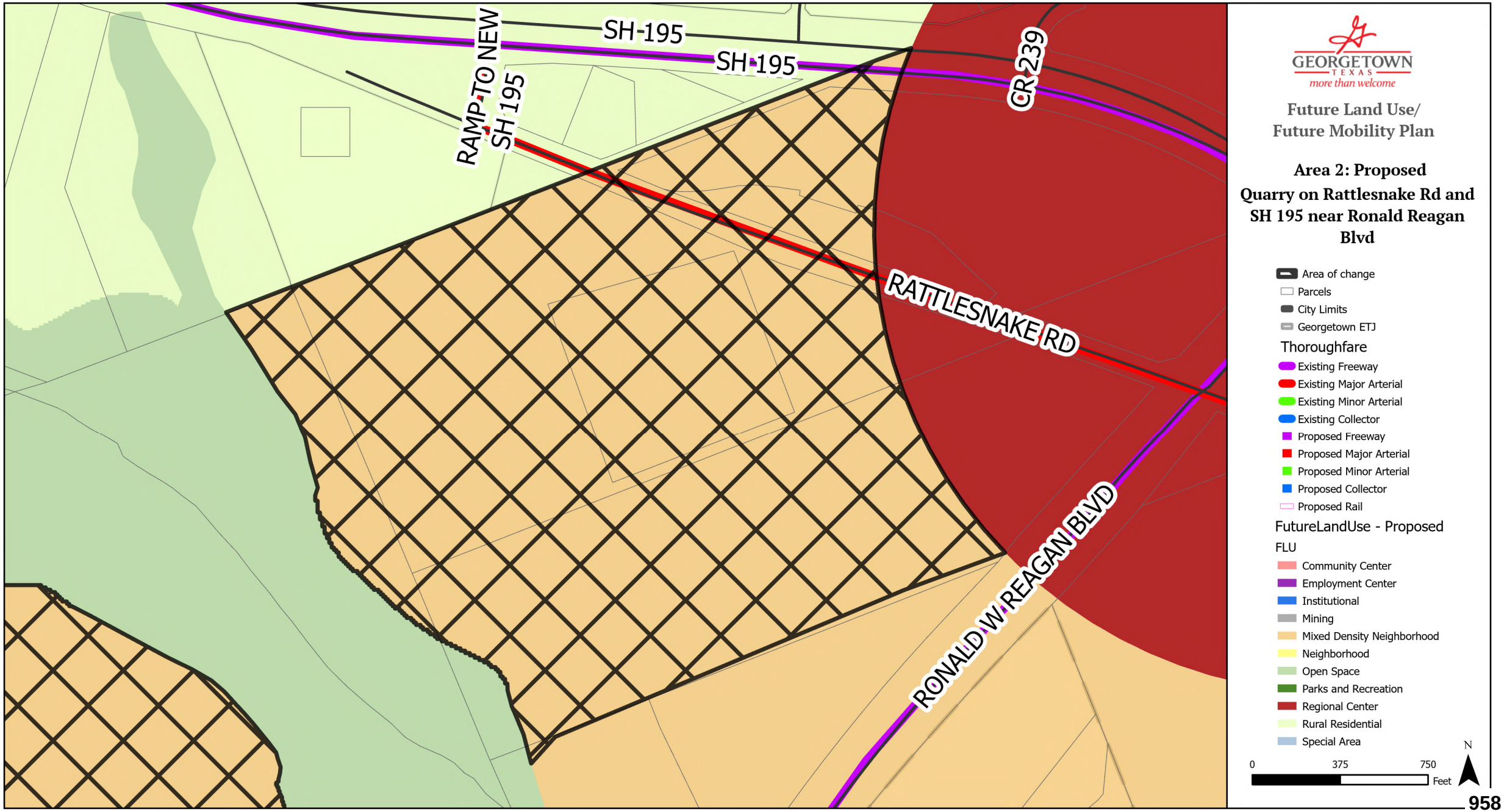
SH-195
SH-195
RAMP TO NEW SH 195
CR 239
RATTLESNAKE RD
RONALD W REAGAN BLVD
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
Area 2: Proposed Quarry on Rattlesnake Rd and SH 195 near Ronald Reagan Blvd
Area of change
Parcels
City Limits
Georgetown ETJ
Thoroughfare
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Proposed Freeway
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FutureLandUse - Proposed
FLU
Community Center
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Parks and Recreation
Regional Center
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Special Area
N
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CR 239
CR 239
RONALD W REAGAN BLVD
BURSON LN
LIVE OAK TRL
CR 234
CR 146
LIVE OAK TRL
BLAND HILL RD
SH 195
SH 195
RATTLESNAKE RD
PVR 909
CR 147
CR 147
PVR 914
ADLAI AVE
ENDURING PRAISE LN
SHELTON BRIGHT ST
LIGHT WAY
ABOVE AND BEYOND WAY
TELEGRAPH LN
ESCONDIDO DR
ROBLE ROJA DR
MARIPOSA BONITA CV
BUENA VISTA DR
COPPER LEAF CT
TEN OAKS DR
CHERRY WOOD CT
WOOD CV
BUENA VISTA CT
OAK BRANCH DR
SUN CITY BLVD
SUN CITY BLVD
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
Area 3: Current
Quarry Area SE of Ronald
Reagan and SH 195
Area of change
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
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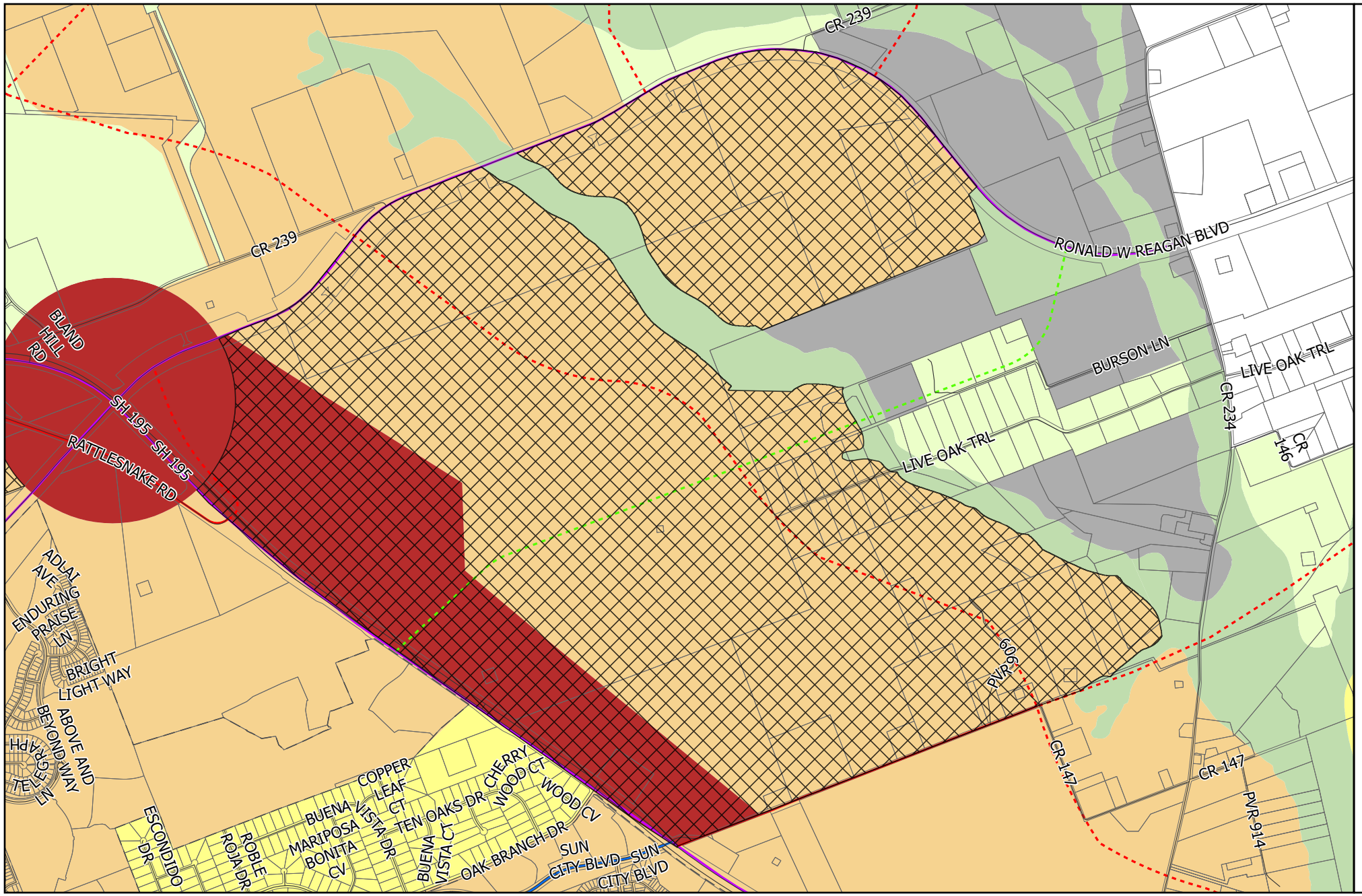

GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

Area 3: Proposed Quarry Area SE of Ronald Reagan and SH 195

- Area of change
- Parcels
- City Limits
- Georgetown ETJ

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

FutureLandUse - Proposed

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

0 1,550 3,100 Feet

N

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: Comprehensive Plan Amendment / Ronald W Reagan Blvd

Project Case #: 2026-1-CPA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: MAX Moore
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 393 Adams ST Georgetown TX 78625
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

Dirt, Air Quality, Noise, Potential negative impact to valuation of my property.

"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."

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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Project Name/Address: Comprehensive Plan Amendment / Ronald W Reagan Blvd

Project Case #: 2026-1-CPA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Antonio Gomez
(Please print name)

Signature of Respondent: [signature]
(Signature required for protest)

Address of Respondent: 30323 Live Oak Trail. Georgetown TX 78633
(Address required for protest)

I am in FAVOR: _____ 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@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."

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: Comprehensive Plan Amendment / Ronald W Reagan Blvd

Project Case #: 2026-1-CPA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Russell W. Scheler
(Please print name)

Signature of Respondent: Russell W. Scheler
(Signature required for protest)

Address of Respondent: 951 CR 142 Georgetown, Tx. 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

I am sick of all these quarries that bring horrible traffic and do nothing but tear up the roads. No one benifits but the Quarry and County. The County sure doesn't repair roads that are damaged. The Neighbors just have to put up with it. And TECQ just overlooks things affecting the neighbors

"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."

City of Georgetown, Texas
City Council
November 10, 2026

SUBJECT:
First Reading - 2026-2-DA - Parmer Ranch Developer Agreement Amendment

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for the "Third Amendment to the Amended and Restated Consent Agreement," between the City, Parmer Ranch Partners, LP, and Northwest Williamson County Municipal Utility District No. 2 (aka "Parmer Ranch") to modify the Land Plan and revise the Land Development Standards (2026-2-DA) -- Ryan Clark, AICP, Assistant Planning Director

ITEM SUMMARY:
Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request partially meets the two criteria established in UDC Section 3.20.030 for a Development Agreement, as outlined in the attached Staff Report. 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 (429 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, October 4, 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. At their October 23, 2026 meeting, the Planning and Zoning Commission recommended approval (6-0) of the request with the following condition: Removal of the MF-2 zoning allowances from the proposed Mixed Use (Cluster) land use.

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

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
Ordinance - 3rd Amendment to Parmer Ranch ARCA.pdf
2026-2-DA - P&Z Staff Presentation.pdf
2026-2-DA - P&Z Staff Report.pdf
Exhibit 1 - UDC Approval Criteria Analysis.pdf
Exhibit 2 - Location Map.pdf
Exhibit 3 - Future Land Use Map.pdf
Exhibit 4 - Zoning Map.pdf
Exhibit 5 - Amended Land Development Standards.pdf
Exhibit 6 - Amended Land Use Plan.pdf
Exhibit 7 - Letter of Intent.pdf
Exhibit 8 - Public Comments.pdf
Exhibit 9 - Third Amendment to the Amended and Restated Consent Agreement.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING THE "THIRD AMENDMENT TO THE AMENDED AND RESTATED CONSENT AGREEMENT," BETWEEN THE CITY OF GEORGETOWN, TEXAS, PARMER RANCH PARTNERS, L.P., PR SOUTH, INC., OWEN HOLDINGS, INC., AND NORTHWEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 (aka "PARMER RANCH") MODIFYING THE LAND PLAN AND REVISING THE LAND DEVELOPMENT STANDARDS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

A. WHEREAS, the City, Parmer Ranch Partners, L.P., a Texas limited partnership (the "Owner"), and Northwest Williamson County Municipal Utility District No. 2 (the "District") are parties to that certain "*Amended and Restated Consent Agreement*" dated to be effective January 28, 2020 and recorded as Document No. 2020035838 in the Official Public Records of Williamson County, Texas (the "Amended and Restated Consent Agreement" or "ARCA") (which superseded and replaced the prior agreements between the parties pertaining to the same subject recorded in the Official Public Records of Williamson County, Texas as Document No. 2016001484 and Document No. 2019092165);

B. WHEREAS, the Amended and Restated Consent Agreement pertains to the creation and operation of the District and development of that certain 454 (+/-) acres of land within the District described in Section 2.01(ii) and Exhibits A and B of the Amended and Restated Consent Agreement (the "Original Land");

C. WHEREAS, by Resolution No. 080823-5.B, the City Council approved the "*First Amendment to Amended and Restated Consent Agreement*," (the "First Amendment") revising certain provisions to conform to the "*Second Amendment to Wastewater Services Agreement*," approved by that same resolution, which First Amendment is dated to be effective on December 7, 2023 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2024021428;

D. WHEREAS, by Ordinance No. 2024-25, the City Council approved the "*Second Amendment to Amended and Restated Consent Agreement*," (the "Second Amendment") providing for: (i) the City's consent to the annexation into the District of approximately 33.12 acres of land described as "Tract 3" on Exhibit A to the Second Amendment (the "Additional Land"), (ii) the modification of the Land Plan and the Land Development Standards, and (iii) the joinder of PR South, Inc. and Owen Holdings, Inc. as parties to the ARCA, which Second Amendment is dated to be effective on May 28, 2024 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2024043767;

E. WHEREAS, the Owner has requested the City to further amend the Amended and Restated Consent Agreement to: (1) modify the Land Plan attached as *Exhibit D* to the Amended and Restated Consent Agreement, as amended by the Second Amendment, to update the

allowable land uses in Parcel 1 and make corresponding changes to land uses throughout, and (2) revise the Land Development Standards attached as *Exhibit E-1* to the Amended and Restated Consent Agreement, as amended by the Second Amendment;

F. WHEREAS, the City has determined that the amendments to the Land Plan and the Land Development Standards requested by the Owner are reasonable and acceptable to the City; and

G. WHEREAS, the Third Amendment to the Amended and Restated Consent Agreement attached to this Ordinance as **Exhibit A** expresses the City Council's approval of revisions to the Land Plan and Land Development Standards.

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 in all things 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 complies with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

Section 3. The City Council hereby adopts and approves the Third Amendment to the Amended and Restated Consent Agreement in substantially the form attached as **Exhibit A**. **Exhibit A** is incorporated into this Ordinance for all purposes by this reference.

Section 4. Except as otherwise provided in the Third Amendment to the Amended and Restated Consent Agreement attached as **Exhibit A**, the provisions of the Amended and Restated Consent Agreement, the First Amendment to the Amended and Restated Consent Agreement, and the Second Amendment to the Amended and Restated Consent Agreement 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 execute this Ordinance and the Third Amendment to the Amended and Restated Consent Agreement attached as **Exhibit A** and the City Secretary to attest. The Third Amendment to the Amended and Restated Consent Agreement and this Ordinance shall become effective in accordance with the provisions of the Charter of the City of Georgetown.

Attachment:
Exhibit A – Third Amendment to the Amended and Restated Consent Agreement between the City of Georgetown, Texas, Parmer Ranch Partners, L.P., PR South, Inc., Owen Holdings, Inc., and Northwest Williamson County Municipal Utility District No. 2 (with attachments)

PASSED AND APPROVED ON FIRST READING ON THE _____ DAY OF _____, 2026.

PASSED AND APPROVED ON SECOND READING ON THE _____ DAY OF _____, 2026.

ATTEST: **THE CITY OF GEORGETOWN:**

_____ _____
Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____, Skye Masson, City Attorney

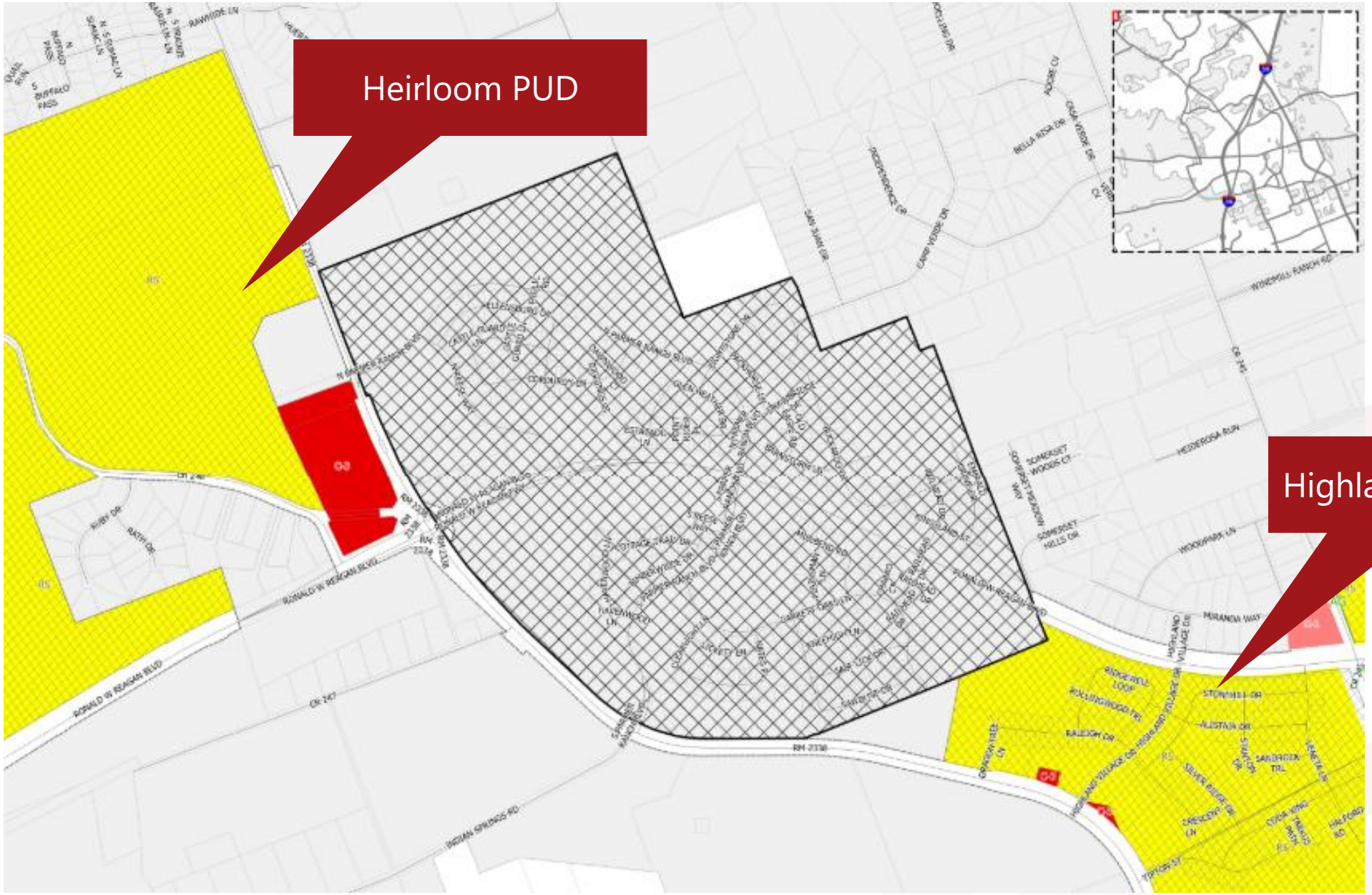
Parmer Ranch Development Agreement – Third Amendment 2026-2-DA

October 20, 2026 | Planning & Zoning Commission

Item Under Consideration

2026-2-DA

- Public Hearing and possible action for the "Third Amendment to the Amended and Restated Consent Agreement," between the City, Parmer Ranch Partners, LP, and Northwest Williamson County Municipal Utility District No. 2 (aka "Parmer Ranch") to modify the Land Plan and revise the Land Development Standards -- Ryan Clark, AICP, Assistant Planning Director


Heirloom PUD
Highland Village PUD
RONALD W REAGAN BLVD
CR 247
RM 2338
INDIAN SPRINGS RD
HIGHLAND VILLAGE DR
STONEHILL DR
RALEIGH DR
SILVER RIDGE DR
SANDRIDGE TRL
TIPTON ST
HALSFORD RD
MIRANDA WAY
HENDERSON RUN
SOMERSET WOODS CT
CORNERSET HILLS DR
CR 245
WOODHILL RANCH RD
RUBY DR
RUTH DR
S BUFFALO PASS
N BUFFALO PASS
RAINRIDGE LN
BELLA RIDGE DR
CASA VERDE DR
PROVIDENCE DR
SAN JUAN DR
OAKSHIRE LN
RIDGE ROCK LOOP
ROLLINGWOOD TRL
ALISTAIR DR
SILVERTON DR
CRESCENT LN
CYCLE KING PATH
TAMARIZ PATH
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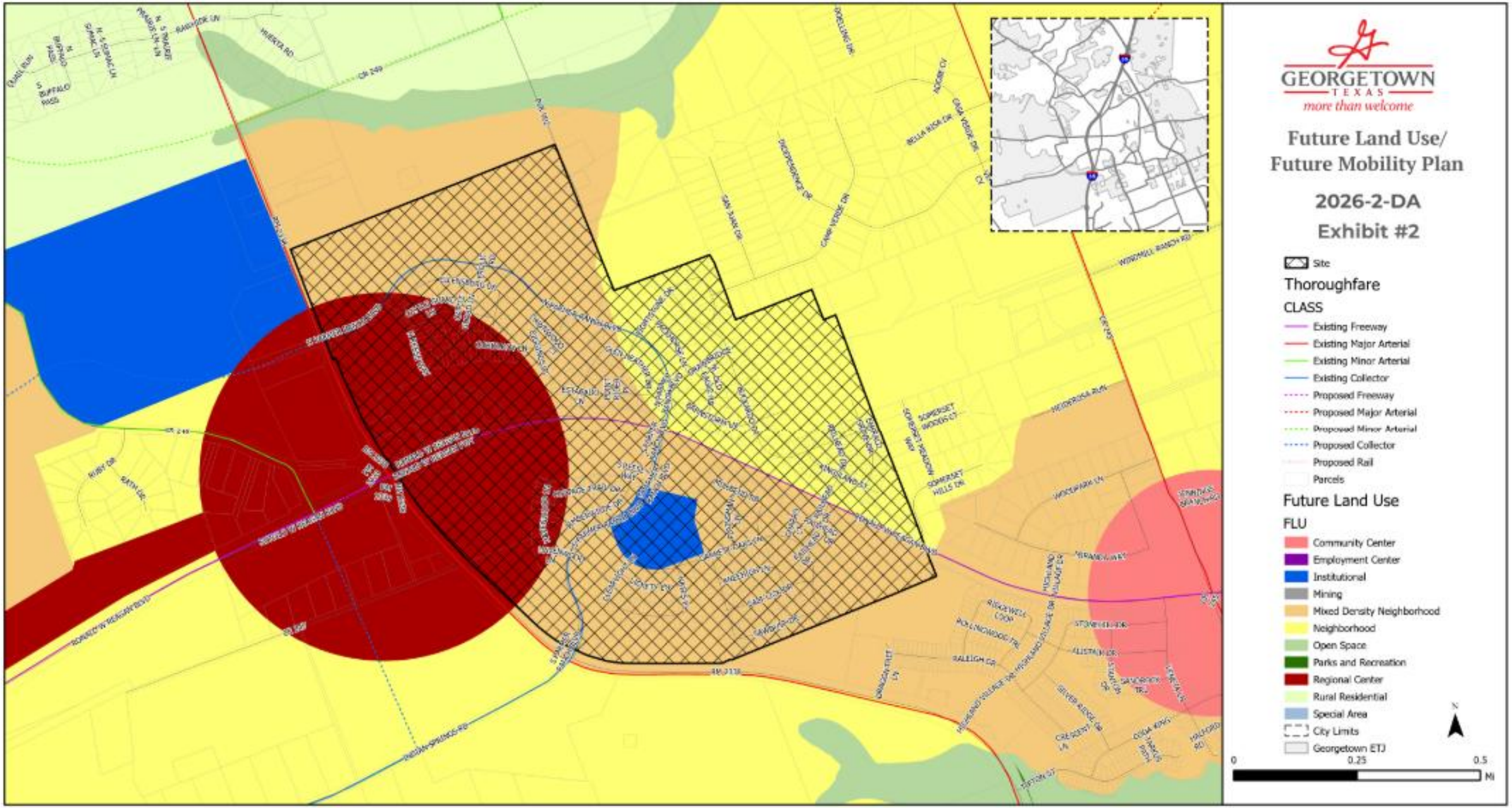
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
2026-2-DA
Exhibit #2
Site
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Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
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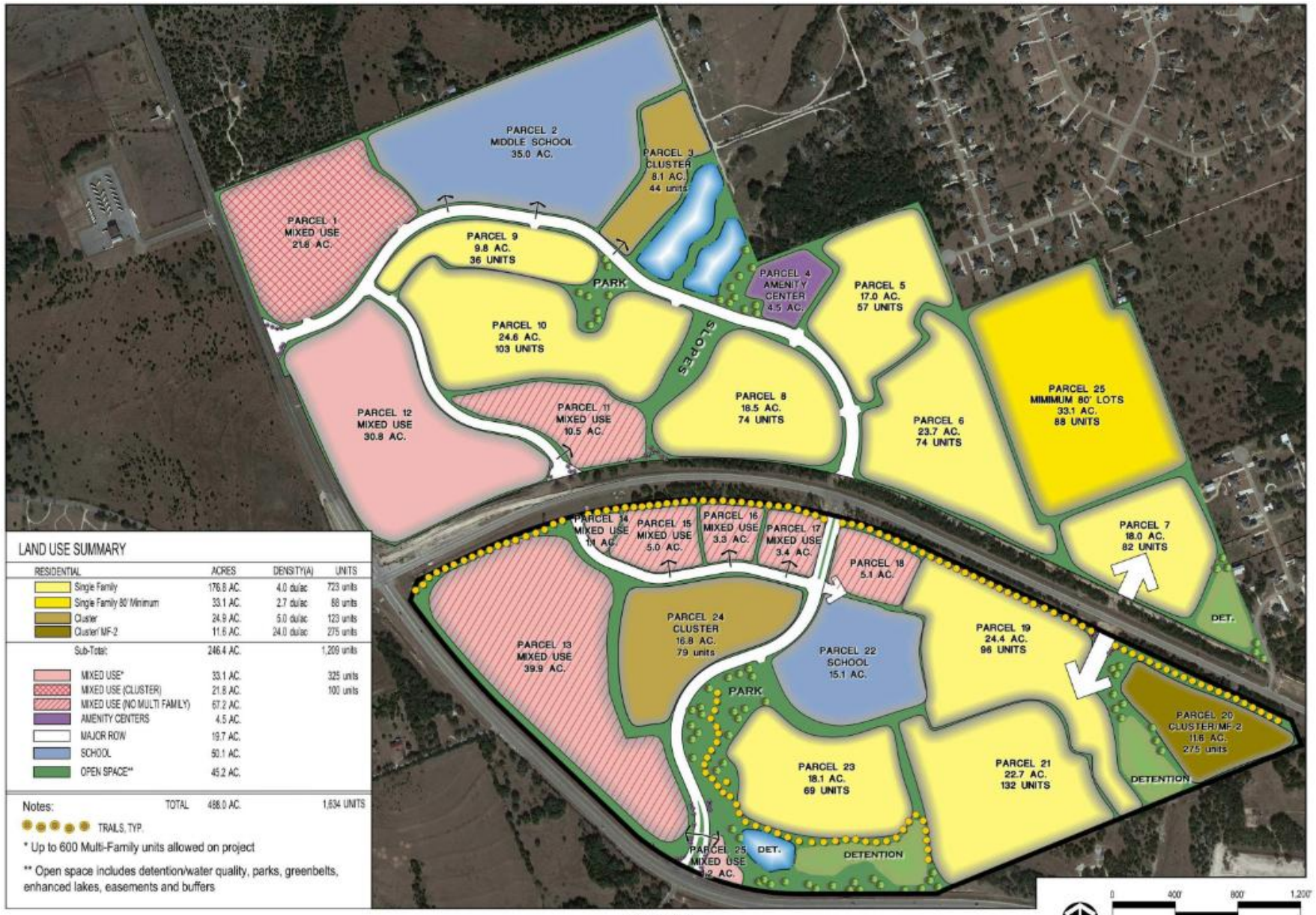
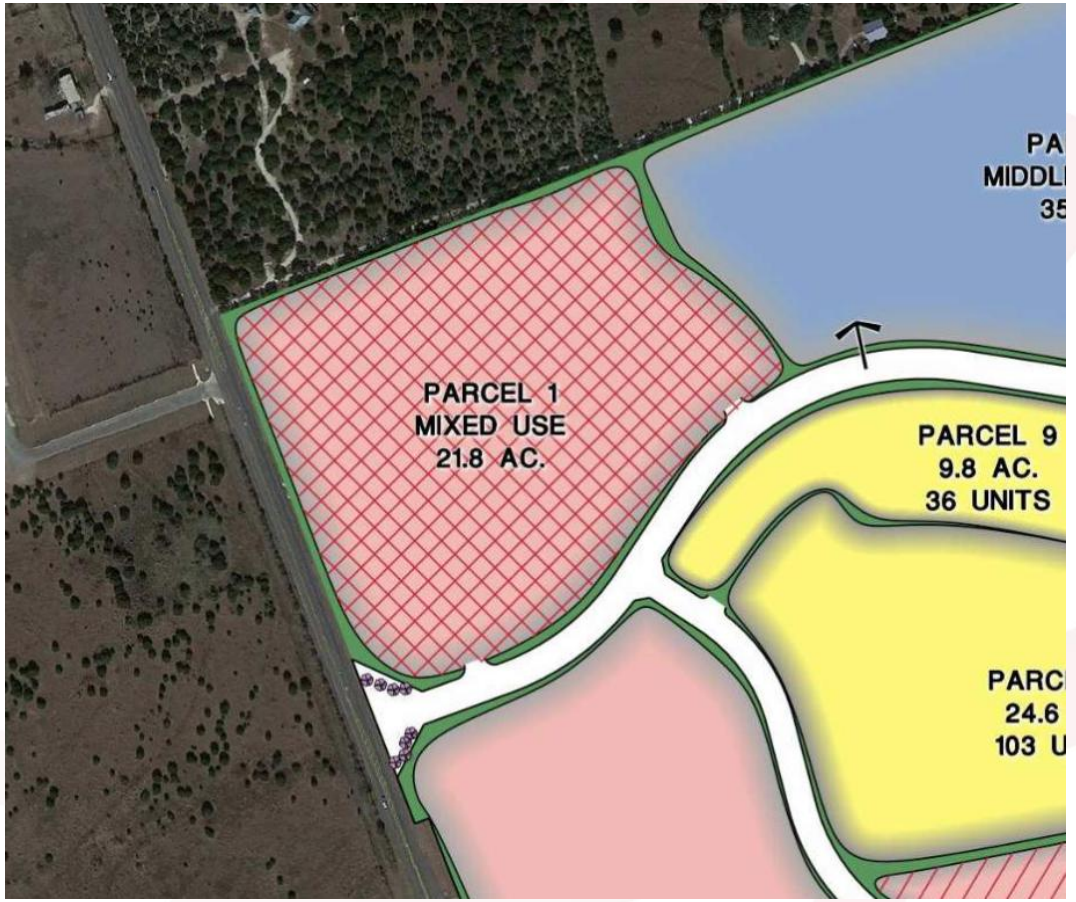


EXHIBIT D
AMENDED LAND PLAN

SEC Planning, LLC

Proposed changes to Parcel 1

- Mixed Use (Cluster) allows for uses permitted in C-1, C-3, CN, MU, ~~MF-2~~, MF-1, and PF zoning districts
- Manufacturing, Processing and Assembly General are prohibited uses
- Maximum of **30% of gross land designated as Mixed Use** on the Land Plan can be used as multi-family
- Multi Family (MF-2) allowed in Parcel 1 and Parcel 20 per **Exhibit D.**
- **Minimum of ten (10) acres of Parcel 1 will be uses allowed in the CN, C-1 or C-3 zoning districts.**



Planning & Zoning Commission Action

- At their October 23, 2026 meeting, the Planning and Zoning Commission recommended approval (6-0) of the request with the following conditions:
- Removal of the MF-2 zoning allowances from the proposed Mixed Use (Cluster) land use

Approval Criteria – UDC Section 3.20.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The proposed agreement promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.		X*	
The proposed agreement is consistent with the Comprehensive Plan.		X*	

**Following the P&Z Hearing on October 23, the applicant agreed to remove MF-2 from the requested land use amendment, resolving a primary shortcoming to full compliance with the above criteria*

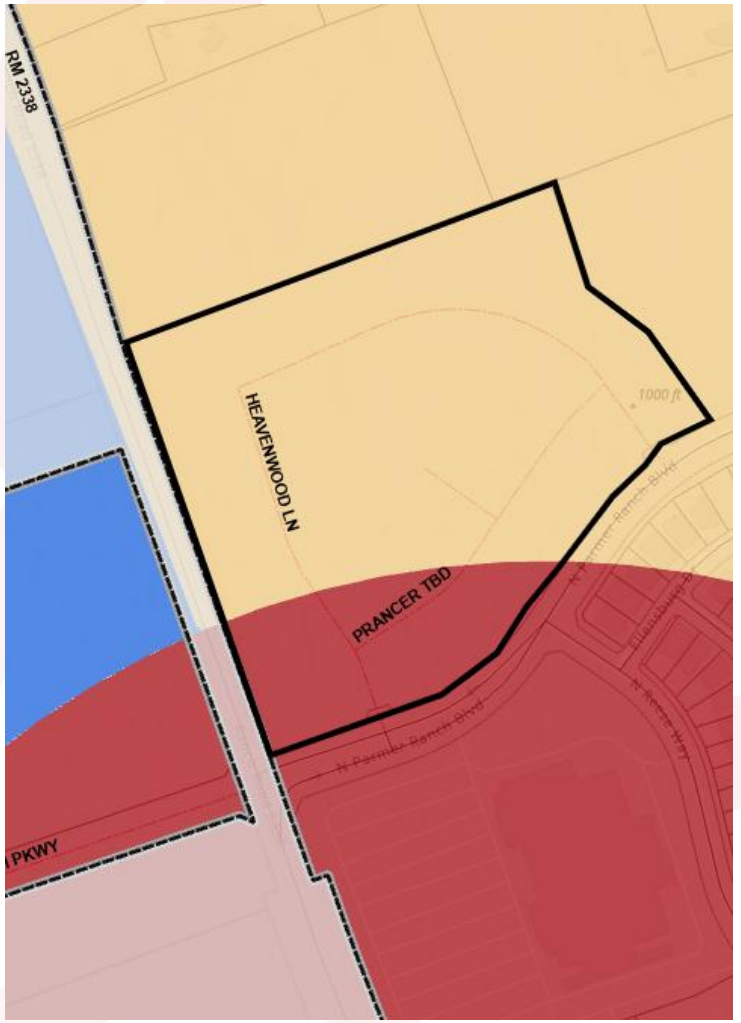
Approval Criteria – UDC Section 3.20.030

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

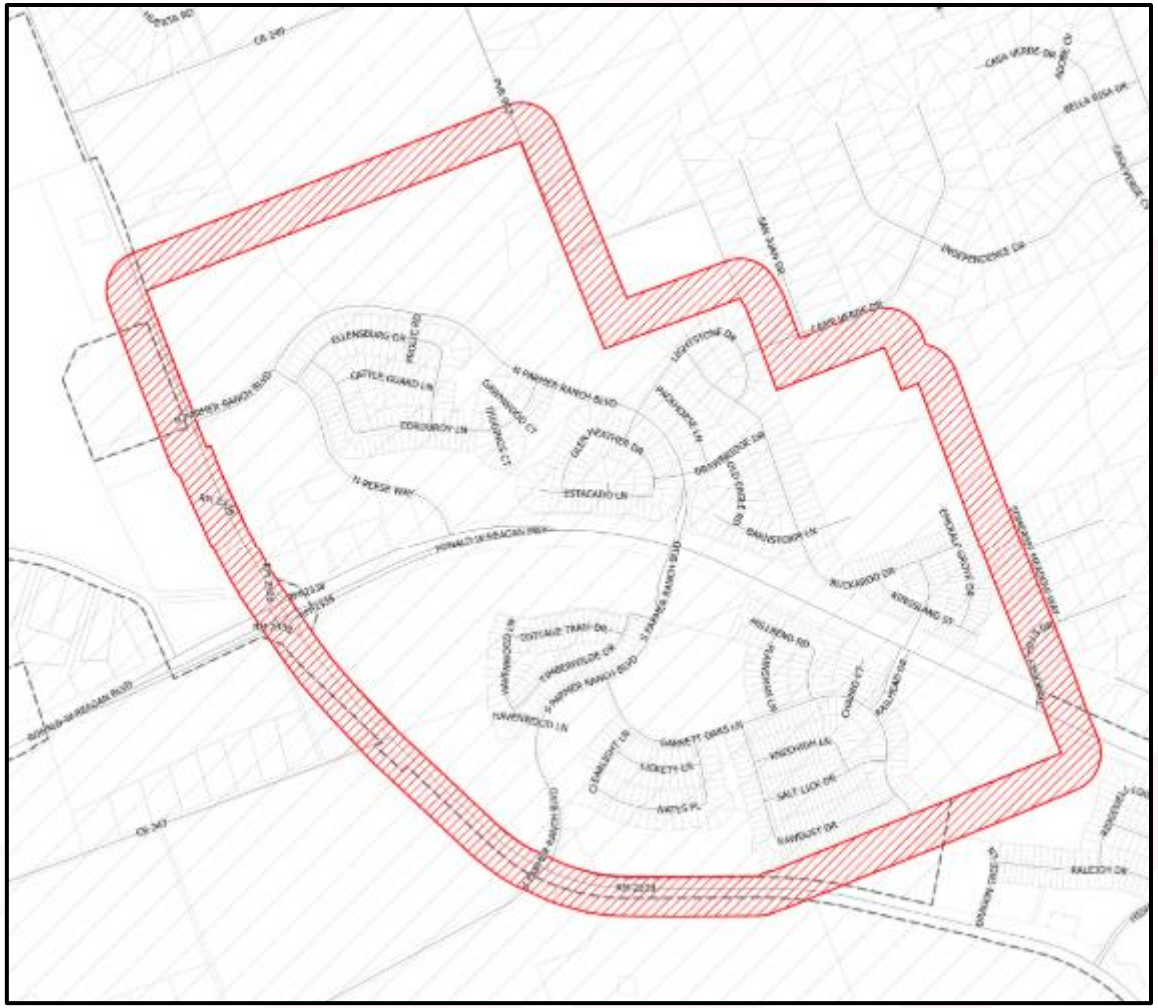
Regional Center

- **DUA:** ≥ 18
- **Target Ratio:**
  - 75% nonresidential
  - 25% vertical mixed-use MF
- **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 Notifications

- 429 property owners within the 300' buffer
- Notice in Sun News on October 4, 2026
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 40 written comments OPPOSED



Summary

- Public Hearing and possible action for the "Third Amendment to the Amended and Restated Consent Agreement," between the City, Parmer Ranch Partners, LP, and Northwest Williamson County Municipal Utility District No. 2 (aka "Parmer Ranch") to modify the Land Plan and revise the Land Development Standards -- Ryan Clark, AICP, Assistant Planning Director
- Per UDC Section 3.20.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council.

First Reading of an Ordinance

- <Ordinance Caption>

Planning Department Staff Report

Report Date: October 30, 2026
Case Number: 2026-2-DA

AGENDA ITEM DESCRIPTION

Public Hearing and possible action for the "Third Amendment to the Amended and Restated Consent Agreement," between the City, Parmer Ranch Partners, LP, and Northwest Williamson County Municipal Utility District No. 2 (aka "Parmer Ranch") to modify the Land Plan and revise the Land Development Standards -- Ryan Clark, AICP, Assistant Planning Director.

AGENDA ITEM DETAILS

Project Name: Third Amendment to the Parmer Ranch Development Agreement

Applicant & Property Owner: Joe Owen, c/o Parmer Ranch Partners LP

Property Address: Northeast Corner of Parmer Ranch Boulevard and Ranch Road 2338

Legal Description: 21.75 Acres in the C.H. Delaney Survey, Abstract No. 181

Current Zoning: ETJ/MUD - Residential Single-Family (RS) and Townhome (TH) per the Land Plan adopted by the Development Agreement

Current Use: Undeveloped

APPLICANT'S REQUEST

The applicant is proposing to amend the allowed uses for Parcel 1, a 21.8 acre tract at the northeast corner of Ranch Road 2338 and Parmer Ranch Boulevard, from a Residential Single-Family development area type to a Mixed Use (Cluster) development area type. This will change the allowed land uses from single-family and attached townhomes to commercial and multi-family uses in line with the C-1, C-3, CN, MU, MF-1 and MF-2 zoning districts. Both the present and proposed development area type also allow for public facility uses.

PROPERTY CONTEXT

Neighborhood Character and Zoning Trends:

The 21.8 acre tract designated as Parcel 1 is in the Parmer Ranch Municipal Utility District which has an established land plan consisting of a wide range of uses including Single-Family homes, mixed-density condominium developments, high density multi-family, and a wide range of commercial types allowed. This parcel is adjacent to the Heirloom Development and the GISD owned parcel to the west, vacant land in the ETJ to the north, Benold Middle School to the east, and the commercial development anchored by HEB to the south. There are single-family homes along Reese Way and Ellensburg Drive to the Southeast of the property. The Heirloom Development as well many of the parcels along the intersection of Ronald Reagan Boulevard are zoned for commercial and mixed-use development types. The area to the north has a Future Land Use designation of Mixed-Density Neighborhood and does not have any applications in with the City for development.

Present Property Description:
The current property is undeveloped. While it has a natural varying grade typical to this area of Georgetown, it is overall flat and without significant slopes or waterways. It has about 1,000 feet of frontage along Ranch Road 2338 (Williams Drive) and about 1,250 feet of frontage on Parmer Ranch Boulevard.

STAFF ANALYSIS

At the October 23, 2026 Planning and Zoning Commission, the Commission voted to approve with conditions the request with the removal of MF-2 zoning allowances from the proposed DA Amendment. The applicant has agreed to the condition. Staff's prior analysis is detailed below and in Exhibit 1. **With this amendment to remove MF-2 from the land use proposal, the point of contention for the allowance of high density multi-family in the Mixed-Density Neighborhood Future Land Use has been addressed**.

Below and in Exhibit 6 is staff's analysis that was originally provided to the Planning and Zoning Commission.

Technical Review:
The 21.8 acre subject property has an existing Future Land Use designation of Mixed-Density Neighborhood (MDN) on the majority of the parcel with about 4.2 acres of the parcel in a Regional Center (RC) designation. MDNs are intended to provide a space for medium density housing types, small scale non-residential uses that serve the neighborhood, and civic uses. Regional Centers are intended for larger scale commercial uses and higher density mixed-use developments that act as regional hubs for economic activity or for walkable vertical mixed-use environments.

With the subject parcel being split between the MDN and the RC Future Land Uses, the parcel should balance accommodating commercial uses along RR 2338 and Parmer Ranch Boulevard with transitional residential uses that an act at a transition intensity between heightened commercial activity and residential single-family uses such as those along the south side of Parmer Ranch Boulevard and Ellensburg Drive.

Staff found that the proposed land uses of at least 10 acres of commercial zoning along RR 2338 on the Western side of the tract and up to 11.8 acres of multi-family uses on the eastern side of the parcel are **partially compliant with meeting the intent of the Future Land Use map.**

The proposed commercial uses are compliant with the approval criteria and the Comprehensive Plan. The Multi-Family allowed on the parcel is configured for a more urban design through requirements such as build-to requirements that place the buildings along the roads and parking behind them which helps to provide a more mixed-use environment in connection with the commercial and civic uses in the area but lacks firmer design commitments to how the multi-family will be effectively integrated with the commercial areas. The multi-family proposed allows for up to 60-feet tall structures. **The Multi-Family**

proposed partially aligns with the Regional Center FLU recommendations, fully aligns with character to the commercial areas, and does not align with the more single-family and townhome character of the Mixed-Density Neighborhood Future Land Use to the north, on the parcel itself, or along Ellensburg Drive to the Southeast. Additional analysis for compliance with the approval criteria can be found in **Exhibit 1**.

The proposed land use amendment was reviewed by all applicable City Departments to determine the appropriateness of the requested land uses on the subject property. No comments were made regarding the request to amend the land uses through an amendment to the development agreement.

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 (429 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (October 4, 2026) and signs were posted on-site. To date, staff has received 0 written comment in favor, and **40 comments** in opposition to the request.

ATTACHMENTS

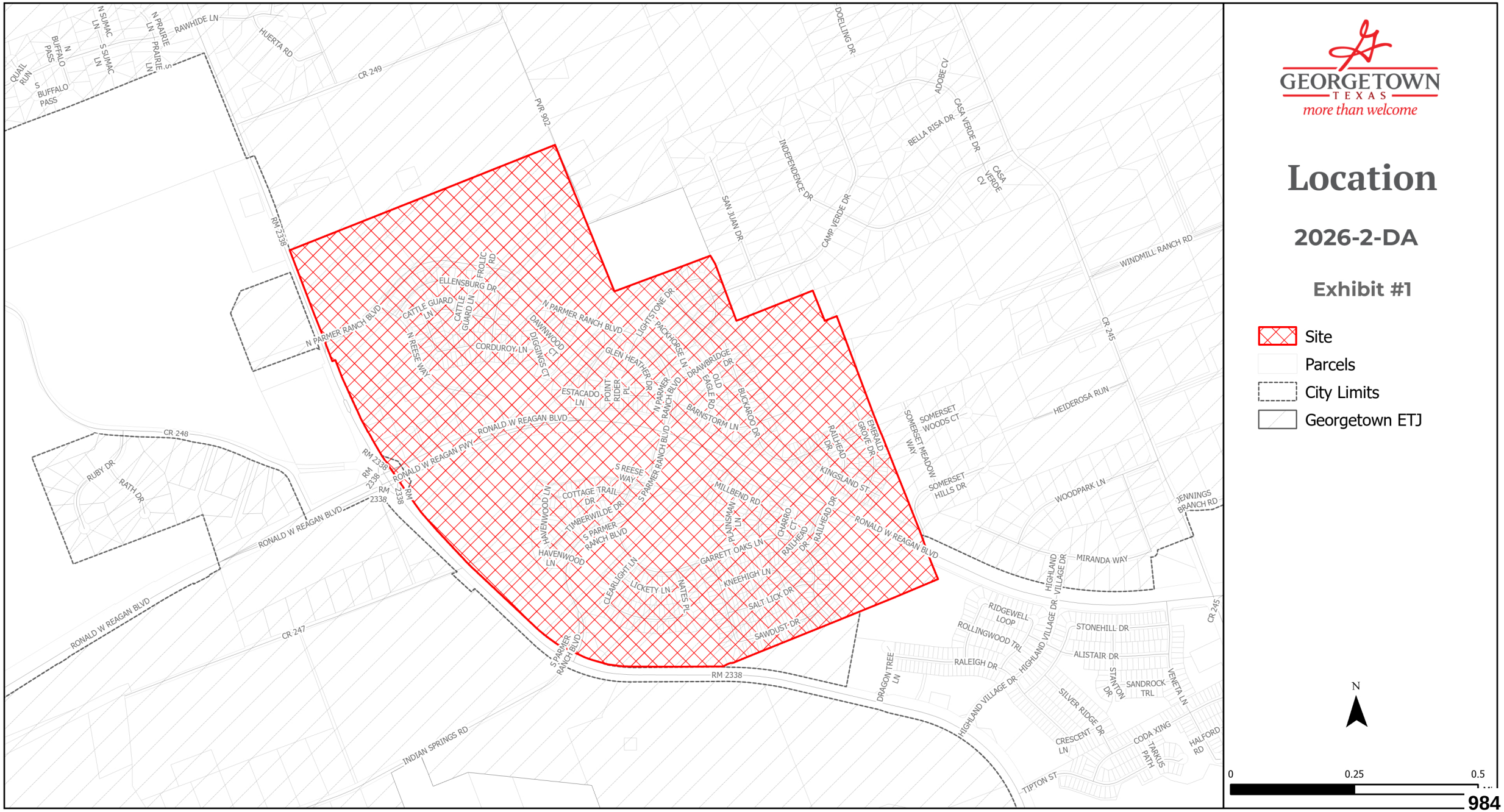
Exhibit 1 – UDC Approval Criteria Analysis
Exhibit 2 – Location Map
Exhibit 3 – Future Land Use Map
Exhibit 4 – Zoning Map
Exhibit 5 – Amended Land Development Standards
Exhibit 6 – Amended Land Use Plan
Exhibit 7 – Letter of Intent
Exhibit 8 – Public Comments

SUBMITTED BY

Ryan Clark, AICP, Assistant Planning Director

Exhibit 1
UDC Approval Criteria Review

DEVELOPMENT AGREEMENT APPROVAL CRITERIA	
1. The proposed agreement promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Partially Complies**
The proposed agreement is partially compliant with this criteria. The request provides for additional commercial acreage for the commercial area anchored by the intersections of Ronald Reagan Boulevard and Parmer Ranch Boulevard with Ranch Road 2338. These are both major intersections that are advantageous for commercial development to be built upon so that the wider North Georgetown area has access to commercial services. The parcel itself will be required to dedicate at least 10 of its 21.8 acres to commercial services, and due to the DA's requirement that a maximum of 30% of the areas set aside for Mixed Use can be used for multi-family, it means that it overall will add 15.26 acres of commercial to Parmer Ranch. The proposed Multi-Family has provided additional standards for placing parking behind the buildings and a build-to requirement that will pull the buildings up to the roadways. This will create a more walkable urban style product that will integrate well with the commercial areas and allow for approximately 283 units of multi-family within convenient walking distance of restaurants and grocery stores. The requested multi-family falls short of full compliance at promoting the attributes listed in this approval criteria due to its lack of more concrete mixed-use development standards such as configuring the commercial in a walkable design for the multi-family to seamlessly integrate with or vertical mixed-use requirements that would place retail services on the first floor of multi-family buildings. The multi-family section also does not provide specific transitional requirements in terms of building size when adjacent to the present and future single-family areas to the north and to the southeast. Parmer Ranch Boulevard serves as a buffer between the homes on Ellensburg Lane, but the MF area could potentially directly back up to single-family homes if that is what is developed on the tract in the ETJ to the north. It should be noted that since that tract is in the ETJ it could potentially develop with a very wide range of uses that would not be incompatible or lower in intensity than the multi-family.	
2. The proposed agreement is consistent with the Comprehensive Plan.	**Partially Complies**
Staff's analysis of this criteria is the result of the same points made above in the first approval criteria. In summary, the proposed commercial acreage is in line with the Regional Center Future Land Use, while the proposed Multi-Family uses does not fully comply with the recommendations for vertical mixed use in the Regional Center nor is it in line with the moderate density single-family and townhome character recommended for the Mixed-Density Neighborhood Future Land Use designation on the parcel and to the north of it.	


GEORGETOWN
TEXAS
more than welcome
Location
2026-2-DA
Exhibit #1
Site
Parcels
City Limits
Georgetown ETJ
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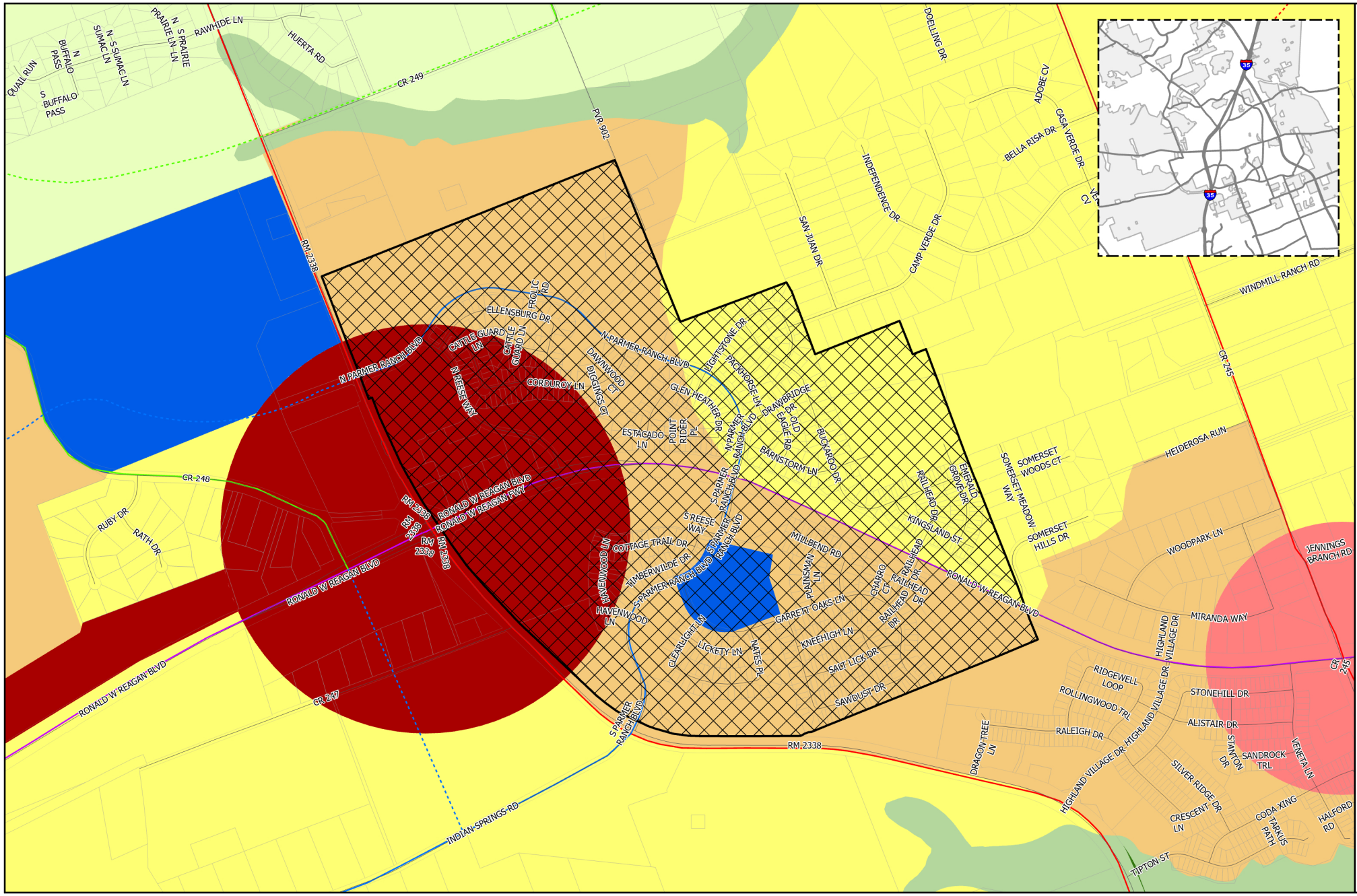
ADOBE CV
BELLA RISA DR
CASA VERDE DR
CASA VERDE CV
INDEPENDENCE DR
SAN JUAN DR
CAMP VERDE DR
WINDMILL RANCH RD
CR 245
HEIDEROSA RUN
WOODPARK LN
JENNINGS BRANCH RD
MIRANDA WAY
HIGHLAND VILLAGE DR
RIDGEWELL LOOP
ROLLINGWOOD TRL
STONEHILL DR
ALISTAIR DR
RALEIGH DR
SILVER RIDGE DR
CRESCENT LN
STANTON DR
SANDROCK TRL
VENETA LN
CODA XING
TARKUS PATH
HALFORD RD
TIPTON ST
DRAGON TREE LN
SOMERSET MEADOW WAY
SOMERSET WOODS CT
SOMERSET HILLS DR
RM 2338
RONALD W REAGAN BLVD
RONALD W REAGAN FWY
CR 248
CR 247
INDIAN SPRINGS RD
RUBY DR
RATH DR
QUAIL RUN
S BUFFALO PASS
N BUFFALO PASS
N SUMAC LN
S SUMAC LN
N PRAIRIE LN
S PRAIRIE LN
RM 2338
N PARMER RANCH BLVD
S PARMER RANCH BLVD
S REESE WAY
N REESE WAY
ELLENSBURG DR
FROLIC RD
CATTLE GUARD LN
CORDUROY LN
DAWNWOOD CT
DIGGINGS CT
GLEN HEATHER DR
LIGHTSTONE DR
PACKHORSE LN
DRAWBRIDGE DR
OLD EAGLE RD
BUCKAROO DR
BARNSTORM LN
ESTACADO LN
POINT RIDER PL
COTTAGE TRAIL DR
TIMBERWILDE DR
HAVENWOOD LN
CLEARLIGHT LN
LICKETY LN
NATES PL
GARRETT OAKS LN
KNEEHIGH LN
SALT LICK DR
SAWDUST DR
MUSKIN PAUL LN
MILLBEND RD
CHARRO CT
RAILHEAD DR
KINGSLAND ST
EMERALD GROVE DR



GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2026-2-DA

Exhibit #2

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

N

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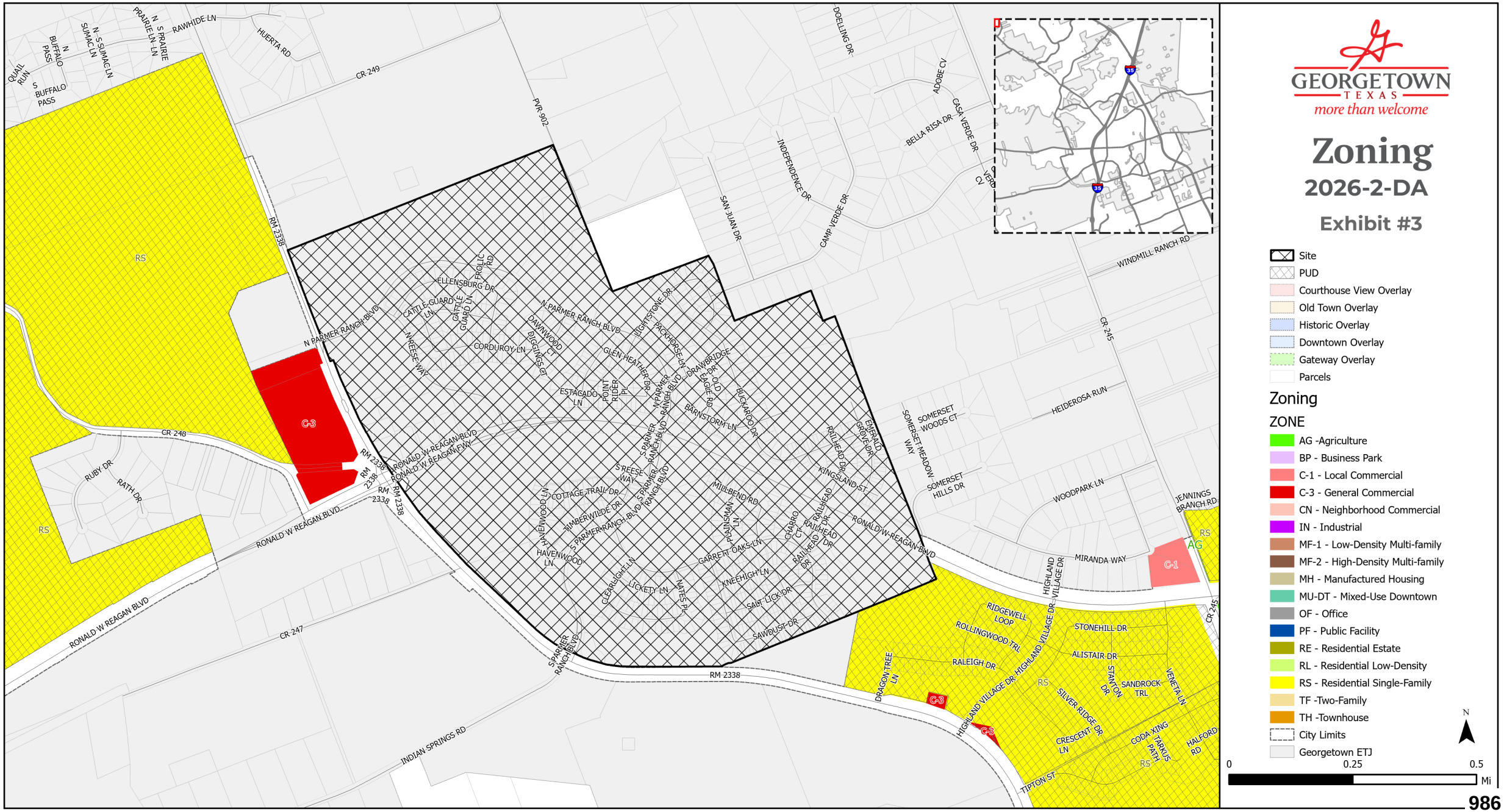
GEORGETOWN
TEXAS
more than welcome
Zoning
2026-2-DA
Exhibit #3
Site
PUD
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
Gateway Overlay
Parcels
Zoning
ZONE
AG -Agriculture
BP - Business Park
C-1 - Local Commercial
C-3 - General Commercial
CN - Neighborhood Commercial
IN - Industrial
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
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RM 2338
RONALD W REAGAN BLVD
CR 248
CR 247
CR 249
CR 245
PVR 902
N PARMER RANCH BLVD
S PARMER RANCH BLVD
WINDMILL RANCH RD
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WOODPARK LN
JENNINGS BRANCH RD
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HIGHLAND VILLAGE DR
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HALFORD RD
RAWHIDE LN
HUERTA RD
DOELLING DR
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INDEPENDENCE DR
SAN JUAN DR
CAMP VERDE DR
QUAIL RUN
BUFFALO PASS
N BUFFALO PASS
N PRAIRIE LN
S PRAIRIE LN
N SUMAC LN
S SUMAC LN
RUBY DR
RATH DR
ELLENSBURG DR
FROLIC RD
CATTLE GUARD LN
CORDUROY LN
DAWNWOOD CT
BIGGINS CT
N REESE WAY
GLEN HEATHER RD
EIGHTSTONE DR
PACKHORSE LN
DRAWBRIDGE DR
OLD EAGLE RD
BUCKAROO DR
BARNSTORM LN
ESTACADO LN
POINT RIDER PL
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TIMBERWILDE DR
HAVENWOOD LN
MILLBEND RD
RAILHEAD DR
KINGSLAND ST
EMERALD GROVE DR
SOMERSET WOODS CT
SOMERSET MEADOW WAY
SOMERSET HILLS DR
GARRETT OAKS LN
KNEEHIGH LN
SALT LICK DR
SAWDUST DR
CLEARLIGHT LN
LICKETY LN
MATES PL
CHARRO CT
RIDGEWELL LOOP
ROLLINGWOOD TRL
RALEIGH DR
STONEHILL DR
ALISTAIR DR
STANTON DR
SANDROCK TRL
VENETIA LN
SILVER RIDGE DR
CRESCENT LN
CODA XING
TARKUS PATH
DRAGON TREE LN
RS
AG
C-1
C-3

EXHIBIT E-1

Parmer Ranch Land Development Standards

(Amendment 3)

Purpose: In the event of a conflict between the UDC and this Exhibit or this Exhibit and the approved Consent Agreement, this Exhibit shall control. For sake of clarity, the term Development Area in this document refers to the categories listed in the Land Use Summary table shown on Exhibit D (Land Plan).

1. Land Use Regulations: Land uses permitted in the Development Areas shall be consistent with the land uses permitted in the corresponding Zoning Districts listed in Table 1.b-1 below, as such uses are set forth in the UDC in effect at the date of this agreement, are permitted by right for areas shown on Exhibit D (Land Plan).
    a. Manufacturing, Processing and Assembly General are prohibited uses
    b. Maximum of 30% of gross land designated as Mixed Use on the Land Plan can be used as multi-family
    c. Multi Family (MF-2) allowed in Parcel 1 and Parcel 20 per **Exhibit D.**
    d. **Minimum of ten (10) acres of Parcel 1 will be uses allowed in the CN, C-1 or C-3 zoning districts.**

Table 1.b-1: Northwest Williamson County MUD #2 Allowable Uses

Development Area	Zoning Districts	Area (acres)
Single Family*	RS, TH, PF	174.8
Single Family 80' Minimum	RS,TH,PF	33.1
Cluster Product	RS, TF, TH, MF-1	24.9
Cluster/MF-2	RS, TF, TH, MF-1, MF-2	11.6
Mixed Use	C-1, C-3 ,CN, MU, MF-2, MF-1, PF	33.1
Mixed Use (Cluster)	C-1, C-3 ,CN, MU, MF-2, MF-1, TF, TH	21.8
Mixed Use (No Multi-Family)	C-1, C-3, CN, OF, BP, PF	67.2
Amenity Center		4.5
School		50.1

Parks/Trails/Open Space		47.2
Major ROW		19.7
	Total Area	**488.0**

**Middle School use is allowable in the Single-family parcels without further approval.*

** Food trucks are allowed within all development areas, pursuant to Section 5 of the UDC.*

2. Residential Standards

a. Residential Development Plan: There will be a maximum of 1,278 residential units located in the Single-Family and Cluster/MF-2 Development Areas at final buildout. To provide a variety of housing types and lot sizes, the Parmer Ranch master development will deliver residential lots ranging from thirty-four (34) to eighty (80) feet in lot width and provided as both fee simple lots and residential for sale condos. Cluster/MF-2 Parcel 20 and Mixed Use (Cluster) Parcel 1, as illustrated on Exhibit D, shall have the flexibility to incorporate all residential product types allowed per Table 1.b-1. Additionally, the final buildout will be subject to the following restrictions:

i. A maximum of thirty-five percent (35%) of total single family lots can be a minimum of forty feet 40' feet wide.

ii. A maximum of 5% of total single family lots can be less than 40' if served by an alley.

iii. A minimum of ten percent (10%) of the total single family lots will be at least sixty (60) feet in width.

iv. Any lot size is allowed in any Single-Family Development Area so long as the overall lot mix as stated above.

b. Residential Architectural Design Standards: All minimum requirements pertaining to residential lot size, setbacks, building height, and architectural standards are subject to the restrictions described below and set forth on Table 2.1.

i. Architectural Standards for Single Family and Cluster parcels

1. Exterior Material Treatment:

a. At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or other openings):

b. The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or other openings) and brick, stone, stucco or cement based siding on the second floor; and

c. Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick,

stone or stucco on street facing side (exclusive of windows, doors or other openings).

d. Residential Similarity Requirements of Section Sec. 6.02.050 of the UDC in force at the time approval of this agreement.

2. Front Elevation Features
   a. The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation.
   b. Each front elevation shall contain two or more masonry finishes to complement the architectural style of the home.
   c. At least a minimum of two (2) of the following design options shall be incorporated into front elevations and included on the architectural plans submitted for building permits:
      i. Covered front porch or patio with a minimum size of sixty (60) square feet;
      ii. A garage door recessed from the primary front facade a minimum of two feet (2'-0") for garage doors that face the front street;
      iii. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
      iv. Shed roof or trellis (at least 18" deep) above the garage door;
      v. A combination of at least two (2) roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;
      vi. Front-loaded garages set back a minimum of 25 feet from the street lot line.
      vii. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.
      viii. A side-entry or swing-in garage entry (for garage doors that do not face the front street).

3. Overhangs
    a. Roof overhang of 18” permitted within side setback.

EXHIBIT E-1

Parmer Ranch Land Development Standards

(Amendment 3)

	Table 2.1: Residential Lot Dimensional Standards							
Parcel Type		Single Family & Cluster Parcels					Cluster Parcels	
Minimum Lot width (ft.)	34	40	50	60	80	Duplex	Townhome	Multifamily
Lot Size, min (sf)	3,230	3,800	5,500	7,200	9,600	6,000	6,000	12,000
Area Per Dwelling Unit, Min.	1,200	1,200	1,200	1,500	1,500	1,000	2,000	-
Units per Structure, Max	1	1	1	1	1	2	8	No Limit
Lot Width, min. (ft)	34	40	50	60	80	50	66	40
Front Setback, min (ft)	20	20	20	20	20	15	10	15
Side Setback, min (ft)	5	5	5	5	5	5	10	15
Rear Setback, minimum feet	10	10	10	10	10	10	10	15
Side/Rear Street Setback, min (ft)	10	10	10	10	10	10	10	15
Impervious Cover, max (%)	65	65	60	60	60	70	70	70
Building Height, max (ft)	35	35	35	35	35	35	40	60

Notes:

1. Townhome internal side setback – 0; External side setback 10’
2. If minimum side setback is five (5) feet or building separation is ten (10) feet, fire flow requirements must increase to 1,500 gallons
3. Ten (10) foot building separation for detached condo
4. Front Lot width to be measured at the street frontage

Pedestrian and Vehicle Circulation:

a. UDC Sec. 12.02.010 (pedestrian and bicycle mobility)
b. Street rights-of-way within the Land shall be regulated by the right-of-way and pavement widths outlined in Section 12.03.020 of the 2014 Unified Development Code.

Table 3.b-1: Street Sections		
Street Type	**Right-of-Way Width**	**Pavement Width**
Local Streets	50 feet	28 feet (if parking on one side) 32 feet (if parking on both sides)
Residential Collector	65 feet	37 feet
Minor Arterial	110 feet	82 feet
Major Collector	73 feet	45 feet

c. Horizontal Curves: The following table outlines the minimum horizontal curve radius for each roadway Classification.

Table 3.c-1: Minimum Horizontal Curves	
Design Standard	**Horizontal Curve (minimum ft.)**
Local Residential	250*
Residential Collector	300 feet
Minor Arterial	470 feet
Major Collector	300 feet

*Centerline radius on local residential streets may have a horizontal curve of less than 250 feet (but not less than 200 feet) if (i) speed limit signs for 25 mph are installed, and (ii) if at least one of the following conditions are met:

- The local residential street is a Cul-de-sac street that is 600 feet or less in length
- The local residential street has a block length of 900 feet or less

- When necessary to avoid significant trees or topographic constraints, as approved by the Planning Director.

d. Local Streets: Residential local streets may be 28' of pavement (face of curb to face of curb) with parking allowed on one side of the local street. A sign will be placed at all entries into each residential neighborhood stating that parking is restricted to one side of the street. Final sign language will be determined and agreed to by the City and Applicant prior to installation. 32’ (back of curb to back of curb), if parking on both sides

2. Signage: A Master Sign Plan must be submitted to the City for review and approval with the application for the first preliminary plat for the Land. The following guidelines will govern the Master Sign Plan:
    a. Williams Drive — 3 primary entry monument signs allowed
    b. Ronald Reagan — 4 primary entry monument signs allowed
    c. Sign area for the primary monument signs may be up to 250 square feet

3. Street Yard Design
    a. All unloaded Collector level or higher roadways with single-family homes backing up to the ROW shall have a minimum 6' masonry wall with columns spaced a minimum of 250' on center.
    b. A minimum 10' wide parkway shall be provided outside of the right-of-way for street trees and landscaping.

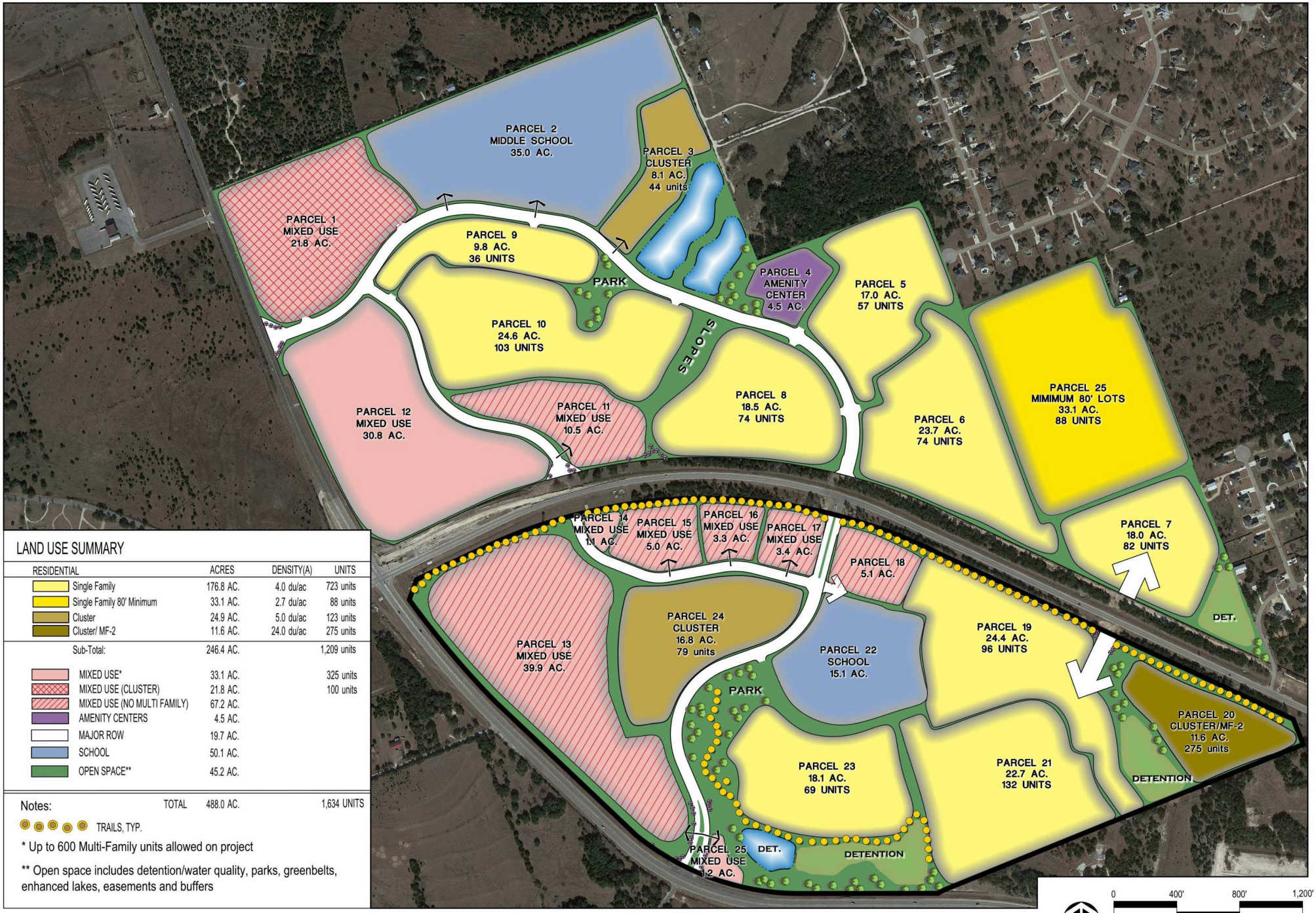
4. Mixed Use Parcel Design Standards: All commercial and mixed use areas of the Land will conform with Chapter 7, Non Residential Development Standards and Chapter 8.04, Non-Residential Landscaping Requirements of the UDC.

Table 8-1: Mixed Use Parcel Development Standards	
Lot Width, minimum feet	50
Front Setback, minimum feet	25
Front Setback, build-to option	-
Side Setback, minimum feet	10

Side setback to residential district, minimum feet	15
Rear Setback, minimum feet	10
Rear Setback to Residential district, minimum feet	25
Building Height, maximum feet	60
Bufferyards	Refer to Section 8.04 of UDC for Bufferyard Requirements
Landscaping	Refer to Chapter 8 of UDC for Minimum Landscape Requirements
Impervious Coverage	Refer to Section 11.02 for Impervious Coverage Requirements

5. Mixed Use Cluster Parcel Multifamily Design Standards: All multifamily developments within Parcel 1 as shown the Approved Land Plan shall comply with the following standards. The intent of these standards is to result in a more urban style development where apartment buildings are pulled closer to the street and parking fields are located behind them. Refer to the development standards in Table 2.1 above and Table 8-2 below.

Table 8-2: Mixed Use Cluster Parcel 1 Multifamily Development Standards	
Front Setback, build-to-requirement	50%
Parking Spaces per Unit	1.5 per 1-bedroom unit 2 per 2-bedroom unit 2.5 per 3-bedroom unit +5% of total spaces for visitor use
Parking Location	Not allowed between building and public right of way Surface parking is allowed
Min. Building Separation	10’
Bufferyards	Refer to Section 8.04 of UDC for Bufferyard Requirements
Landscaping	Refer to Chapter 8 of UDC for Minimum Landscape Requirements



LAND USE SUMMARY

RESIDENTIAL	ACRES	DENSITY(A)	UNITS
Single Family	176.8 AC.	4.0 du/ac	723 units
Single Family 80' Minimum	33.1 AC.	2.7 du/ac	88 units
Cluster	24.9 AC.	5.0 du/ac	123 units
Cluster/ MF-2	11.6 AC.	24.0 du/ac	275 units
Sub-Total:	246.4 AC.		1,209 units
MIXED USE*	33.1 AC.		325 units
MIXED USE (CLUSTER)	21.8 AC.		100 units
MIXED USE (NO MULTI FAMILY)	67.2 AC.		
AMENITY CENTERS	4.5 AC.		
MAJOR ROW	19.7 AC.		
SCHOOL	50.1 AC.		
OPEN SPACE**	45.2 AC.		
TOTAL	488.0 AC.		1,634 UNITS

Notes:

TRAILS, TYP.

* Up to 600 Multi-Family units allowed on project

** Open space includes detention/water quality, parks, greenbelts, enhanced lakes, easements and buffers

0 400' 800' 1,200'

North

Scale: 1" = 800'

Date: November 11, 2025

EXHIBIT D

AMENDED LAND PLAN

PARMER RANCH

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: O:\140092-PARP\Cadfiles\PLANNING\Submittals\MUD Amendment_2025-11-03\Development Agreement Concept Plan 2025-11-11.dwg

Base mapping compiled from best available information. All map data shou considered as preliminary, in need of verification, and subject to change. plan is conceptual in nature and does not represent any regulatory approv subject to change.

PARMER RANCH
GEORGETOWN-TEXAS

April 19, 2026

LETTER OF INTENT

Proposed Amendment to the

Parmer Ranch Amended & Restated Consent Agreement

Applicant: Parmer Ranch Partners, L.P.

Contact: Joe Owen | [redacted] | joe@owenholdigns.com

Introduction and Request

The pace and breadth of development in and around Parmer Ranch have been remarkable over the past several years. From the outset, Parmer Ranch Partners, LP has advocated for thoughtful, coordinated growth in this area of Georgetown. It has been rewarding to witness the continued maturation of northwest Georgetown through new residential communities, educational facilities, and most recently, the development of an HEB-anchored retail center along with a pipeline of additional retail projects across RM 2338 from Parmer Ranch.

In light of these changes, we respectfully submit this Letter of Intent to request consideration of an amendment to the Amended and Restated Consent Agreement for Parmer Ranch.

Existing Conditions

Parcel 1, consisting of approximately 21 acres is currently designated for single-family residential use under the existing Development Agreement. However, surrounding development patterns have evolved significantly since the original approval. The introduction of the HEB retail center, the Shops at Williams to the west across Williams Drive, the Heirloom development on Ronald Reagan Blvd, nearby planned commercial areas, and the proximity to Benold Middle School have collectively transformed this intersection into an emerging commercial hub at Williams Drive and Ronald Reagan Boulevard.

Given these changes, the originally approved residential use is no longer consistent with the character or trajectory of development in the area. Specifically, the placement of single-family homes along a major arterial such as Williams Drive is no longer appropriate and does not reflect best planning practices for compatibility or long-term value.

We propose to amend the land use designation for Parcel 1 to **"Mixed Use – Cluster."** This designation would allow for a mix of commercial, office, and limited residential uses, consistent with the zoning categories C-1, C-3, CN, MU, MF, and other compatible districts. The intent is

to create a high-quality, integrated development that may include retail, restaurant, office, service uses, and potentially transitional residential products such as multi-family apartments and townhomes adjacent to the school.

The proposed amendment is consistent with the City of Georgetown 2030 Comprehensive Plan which designates this land as a Regional Center. The City Council consistently demonstrates its intent to fulfill the comprehensive plan vision for the area. The recent annexation and commercial zoning of approximately 20 acres of land across from the HEB, along with the Heirloom PUD is evidence of this desire. Based on these recent actions, the applicant does not foresee the need for a Comprehensive Plan amendment. To the extent that the proposed land use designation is not consistent with the Comprehensive Plan's intent, the applicant acknowledges that a concurrent application to amend the Comprehensive Plan will be submitted alongside the Development Agreement amendment request.

The requested amendment to the Development Agreement is necessary for several reasons:

1. **Changed Conditions:** The surrounding area has developed in a manner not anticipated at the time of the original agreement, necessitating an updated framework to ensure compatibility with existing and planned uses.
2. **Coordinated Development:** A Development Agreement amendment will ensure that land use, infrastructure, and development standards are comprehensively addressed in a coordinated manner to match the pattern of development that emerged in the area
3. **Flexibility:** The amendment will allow Parcel 1 to respond to current market conditions while maintaining high-quality development standards.
4. **Consistency with Future Land Use Vision:** The proposed changes align more closely with the evolving commercial character of the Williams Drive corridor.

Proposal

Through this proposal, we seek to:

- Establish a land use framework that reflects current development patterns and market realities
- Create a high-quality commercial and mixed-use destination that complements the HEB center and surrounding developments
- Provide neighborhood and regional serving retail, office, and service uses
- Incorporate appropriate transitional uses to ensure compatibility with adjacent properties, including Benold Middle School
- Increase the Connection Limit as defined in the agreement from 2,047 to 2,222.
- Enhance the overall value and functionality of the Parmer Ranch community and surrounding area

- Further align development in Parmer Ranch with the 2030 Comprehensive Plan.

The proposed Development Agreement amendment will address impacts on infrastructure and public services as follows:

- **Traffic:** The project will be designed to accommodate increased traffic volumes associated with commercial uses, including appropriate access management, internal circulation, and coordination with City transportation plans.
- **Utilities:** Adequate water, wastewater, drainage, and other utility infrastructure exist to serve the proposed land use changes
- **Public Facilities:** The development will be planned to ensure that public facilities, including roads, schools, and emergency services, are not adversely impacted and are supported through appropriate infrastructure improvements.

The following subsequent applications are anticipated and will be informed by the finalized Development Agreement amendment:

- Preliminary Plat Amendment, Final Plat and Site Development Permits

The proposed amendment meets the **UDC Section 3.20.030 Approval Criteria** as follows:

- **Promotion of Health, Safety, and General Welfare:**
  The amendment promotes orderly and healthful development by aligning land use with current conditions, reducing potential land use conflicts, and ensuring appropriate infrastructure planning. Commercial development at this location is more suitable than residential use along a major arterial and within an emerging commercial node.
- **Consistency with the Comprehensive Plan:**
  The proposed Mixed Use – Cluster designation is consistent with the broader goals of the Comprehensive Plan to encourage coordinated growth, support commercial nodes, and provide integrated land use patterns.
- **Consistency with Future Mobility Plan:**

  Parcel 1 lies at the intersection of Parmer Ranch Blvd and Williams Dr. This is one of four intersections related to a planned loop road around Ronald Reagan Blvd. and Williams Dr. Both Williamson County and the City of Georgetown view the Parmer Ranch Loop to be analogous with Kaufman Loop around the intersection of Ronald Reagan Blvd. and Hwy 29. The proposed land use change is more compatible with this level infrastructure than 69 homesites.

PARMER RANCH
GEORGETOWN-TEXAS

Conclusion

Parmer Ranch Partners, LP remains committed to working collaboratively with the City of Georgetown to ensure thoughtful, high-quality development. The requested amendment reflects the evolution of the surrounding area and represents an opportunity to create a cohesive and vibrant commercial center that benefits both Parmer Ranch residents, the City of Georgetown, and the broader community.

We appreciate the City's continued partnership and consideration of this request and look forward to advancing this proposal through the formal application process.

Sincerely,

Joe R. Owen

Joe R. Owen

President, Parmer Ranch Partners, LP

joe@owenholdings.com

[redacted]

Subject: [EXTERNAL] Georgetown Texas Planning and zoning project Case # 2026-2-2-DA

We are the residents of 1101 Somerset Meadow Way, Georgetown, Texas 78633. I believe that the neighboring Parmer Ranch Phase 18 construction is actively encroaching past the master site plan boundary/buffer line and building directly against my property line in violation of PUD setback requirements. I need an inspector to verify the layout footprint immediately.

Thank you for your patience and consideration in this process.

respectfully submitted William, James, Klug, and Julie Klug trustees and owners.

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: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: SAM SATHISH
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 216 BARNSTORM LANE, GEORGETOWN, TX 78633
(Address required for protest)

I am in FAVOR: _____ 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@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."

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Shawn Kitterman
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 125 Emerald Grove Dr 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

Big time not cool. Please Stop this

"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."

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
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Comments from Neighboring Property Owners

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Michael Spatafore
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 621 Estacado lane, Georgetown, TX 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

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 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."

GEORGETOWN
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CITY OF GEORGETOWN
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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Alyssa Lomuscio
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 2257 Nates Pl Georgetown Tx 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

No apartment! No hotels!

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1.E

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Speaker Information

Planning & Zoning Commission

Anyone wishing to make prepared remarks or a presentation before the Commission is requested to complete this form and forward it to the Recording Secretary before the agenda item to be addressed is heard by the Commission.

Date of meeting: 10/21/26

Agenda Item No. 1E

Name: Parmer Ranch Development

Address: 605 Estado G

Contact info: 409.893.0526 q

Subject on which person wishes to speak, if different than agenda item. 1E

Please remember to step up to the podium when you are recognized by the Chair and state your name and address before beginning your presentation. Your comments will be limited to three minutes per topic. If you have written notes or printed material that you wish to present to the Commission, please furnish an extra copy to the Recording Secretary for the Record File Copy of the agenda item.

Subject line 2026-2-DA

Alice Ann Bullock 209 Buckaroo Drive Georgetown 78633 I am AGAINST the project,

Dear City of Georgetown Officials and City Council Members,

I am writing to express my strong opposition to the proposed development of multifamily housing/apartments in our community. As a resident and parent, I am deeply concerned about the impact this development would have on our neighborhood, our families, our children, and the overall quality of life that makes Georgetown such a desirable place to live.

One of the primary reasons families choose to live in neighborhoods like ours is to enjoy a peaceful, safe, and family-friendly environment. We value having space for our children to play outside, spending time together in our yards, and enjoying the quiet surroundings of our homes. Introducing a large multifamily housing development raises serious concerns about increased traffic, noise, congestion, and the potential loss of the peaceful atmosphere we currently enjoy.

Our children deserve to grow up in a neighborhood where they can safely ride their bikes, play outdoors, and enjoy their childhood without the constant disruption of increased traffic and construction. As parents, we should not have to worry about our residential streets becoming increasingly congested or the safety concerns that come with a significant increase in vehicles traveling through our community.

Additionally, our neighborhood is already experiencing the effects of the highway expansion, including the removal of numerous trees and natural landscaping. These trees are more than just part of the scenery. They provide shade, privacy, natural noise barriers, and a sense of tranquility. Watching these green spaces disappear is incredibly disappointing, and the thought of additional development potentially removing even more trees and natural surroundings is frustrating.

With the highway expansion already bringing increased construction activity, noise, and changes to our environment, adding a multifamily housing development would only compound these concerns. What was once a peaceful and enjoyable place to raise a family risks becoming an area overwhelmed by traffic, noise, and continuous development.

I understand that Georgetown is growing and that housing is an important part of accommodating that growth. However, **growth should not come at the expense of existing residents, established neighborhoods, and the families who have invested in making this community their home.** Responsible development should consider not only the need for additional housing but also the long-term effects on surrounding homeowners, children, infrastructure, and the environment.

I respectfully ask the City of Georgetown to consider the following concerns before moving forward with this proposal:

- **Family and Child Safety:** Increased traffic and congestion could create additional safety risks for children playing, walking, and riding bicycles throughout the neighborhood.
- **Noise and Quality of Life:** Additional housing density, vehicles, and activity could significantly affect the peaceful residential environment that families currently enjoy.
- **Environmental Impact:** With trees already being removed for the highway expansion, preserving the remaining green spaces and natural buffers should be a priority.
- **Traffic and Infrastructure:** The city should carefully evaluate whether existing roads, intersections, and infrastructure can reasonably support additional residential density.
- **Neighborhood Character:** The proposed development should be evaluated for its compatibility with the surrounding community and the expectations of existing homeowners.

We chose to make this community our home because of the environment it offers our family. We want to continue enjoying our backyard, spending time outdoors with our children, and appreciating the peaceful surroundings without feeling as though development is closing in around us from every direction.

I strongly urge the City Council and Planning and Zoning Commission to reconsider this proposed multifamily development and prioritize the concerns of the families who already call this neighborhood home.

Progress should improve the quality of life for a community, not diminish the very reasons families chose to live there in the first place.

Thank you for your time and consideration. I sincerely hope the voices of existing residents will be heard and taken seriously before any final decisions are made.

Sincerely,
Alvin & Brionna West
1200 Glen Heather Drive - Parmer Ranch
Georgetown, Texas

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Alyssa Lomuscio
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 2257 Nates Pl Georgetown Tx 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

No apartment! No hotels!

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Good afternoon,

I am 100% against (2026-2-DA)! This

proposal is going to add more apartments and construction right next to our neighborhood. Not only will it be adding additional traffic noise, but it will devalue homes inside the Parmer Ranch neighborhood.

Seaborn Brandon Prince

212 millbend rd.

Georgetown TX 78633

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Brittney Payne & Cy Payne
(Please print name)

Signature of Respondent: Brittney Payne
(Signature required for protest)

Address of Respondent: 2220 Sawdust Dr. Georgetown TX 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X Object!!!

Additional Comments:

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My name is Caleb McMahan I live at 1113 Glen heather Dr, Georgetown TX 78633 and I am emailing you to cast my vote against the construction of the apartments across from HEB. Me and my wife moved out that way to get away from the hustle and bustle. I understand this is more money for yall and everyone involved but please consider putting the community first. This area is so beautiful and the apartments would ruin it.

To whom it may concern,

My name is Danielle Crais and I live at 1220 Glen Heather dr in Parmer Ranch subdivision. I am against the proposed plan to put multi family/apartments in on the corner by HEB and Benold. The trees that have been removed along Ronald Reagan are enough to drive our property values down, adding an apartment complex will completely tank it. We are also concerned with the clientele that typically comes along with apartment complexes. When we purchased our home this was not the idea of community we were sold on.

Please reconsider that space.

Thank you,

Danielle Crais

512-630-4466

Project Case #: 2026-2-DA
P&Z Mtg Date: 10/20/2026
Case Manager: Ryan Clark

To Whom It May Concern,

I am writing to formally express my concerns regarding the proposed rezoning of residential land to allow for the development of apartment complexes within or adjacent to our established neighborhood.

When we purchased our home, we did so with the understanding that the surrounding area was consistent with the residential character and community environment presented to us. The possibility of a rezoning that would permit higher-density, multi-family development was not communicated to us during the home-buying process. Had we been aware of the potential for such a significant change to the surrounding area, it would have been an important consideration in our decision.

While we recognize that growth and development are inevitable as communities expand, we believe that any proposed changes should be carefully evaluated for their long-term impact on existing residents. Our concerns extend beyond the development itself and include several potential consequences:

- **Increased traffic / roadway congestion:** Additional residential density will likely introduce more vehicles onto neighborhood roads and surrounding thoroughfares, potentially increasing congestion, commute time and safety concerns for residents.
- **Strain on neighborhood amenities and infrastructure:** Our neighborhood amenities, parks, recreational spaces and supporting infrastructure were established to serve the existing community. We are concerned about whether these resources can adequately accommodate a substantial increase in the surrounding population without diminishing access, availability and enjoyment for current residents.
- **Quality of life and neighborhood character:** A transition from residential land to high-density apartment development could significantly change the character, privacy, noise levels and overall atmosphere of the neighborhood that existing homeowners chose and invested in.
- **Property values and long-term investment:** For many families, purchasing a home represents one of their largest financial commitments. We are concerned about the potential impact that a substantial change in land use could have on property values, marketability and the long-term desirability of our community.

We respectfully urge the city to carefully consider the long-term impacts of this proposed rezoning on existing residents, including increased traffic and strain on neighborhood amenities and infrastructure. We believe residents deserve transparency and meaningful input on land-use changes that affect their homes and investments. We oppose development that is inconsistent with the neighborhood's existing residential character and ask that the proposed rezoning be denied in favor of alternatives that support responsible, sustainable growth while protecting the interests of current homeowners.

Thank you for your time and consideration. We ask that these concerns be included in the official record and carefully considered as part of the rezoning review and decision-making process.

Sincerely,
Emily Reed

I am writing to formally state my opposition to the proposed apartment complex project.

As a resident at 525 Estacado Drive, I am deeply concerned about the ongoing changes in our area. Following the recent loss of trees along Ronald Reagan, our community has already suffered a significant decline in overall aesthetic and property value. We strongly believe that developing this apartment complex will further devalue our homes and negatively impact the general character of our neighborhood.

I urge you to vote against this project.

Sincerely,

Eric Bloom
525 Estacado Drive
Georgetown, TX 78633

We, Jeremy and Evelyn Airehart, who reside at 1416 Garrett Oaks Ln, Georgetown 78633, are completely AGAINST the further development of this proposed project.

Please do not proceed with the plans.

Thank you kindly.

Jessica Dobyns
Address: 205 Kingsland St. Georgetown,tx 78633.
I am against the upcoming proposed project.

It’s a safety concern for our community and concern for our property value.

Kind regards,
Jessica Dobyns
Sent from my iPhone

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Jill Gates
(Please print name)

Signature of Respondent: Jill Gates
(Signature required for protest)

Address of Respondent: 617 Estacado Lane Georgetown, TX
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

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Dear Georgetown Planning Department,

I am an active-duty U.S. Army officer and a Parmer Ranch homeowner at 613 Estacado Lane. Please record my opposition to the proposed amendment in Case 2026-2-DA, particularly any change allowing multifamily development in areas previously planned for single-family homes.

Military service requires frequent moves, extended absences, and significant time away from my family. Having a stable, safe neighborhood is especially important to us. We chose Parmer Ranch with the understanding that the surrounding development would align with its planned single-family residential character.

I am concerned about increased traffic, school capacity, infrastructure demands, and the compatibility of higher-density development with existing homes. These issues directly affect my family's daily life, including when military duties take me away from home.

I respectfully request that the City retain the existing single-family designation and provide residents with clear details about any proposed changes before taking action.

Please include my opposition in the public record and confirm receipt.

Respectfully,
Joohoon Oh
Major, U.S. Army
613 Estacado Lane
Georgetown, TX

To the Georgetown Planning & Zoning Commission,

My name is Julian Leon, and I reside at 300 Millbend Rd, Georgetown, Texas. I am writing to formally state that **I AM AGAINST the proposed multifamily/apartment development near H-E-B and Benold**, under case number 2026-2-DA.

My concerns include increased traffic congestion, additional strain on local infrastructure and public services, and the potential negative impact on surrounding homeowners' property values and quality of life. Georgetown is growing rapidly, but that growth needs to be managed responsibly, with consideration for the residents who already live here.

I am also concerned about the loss of trees and green space in our community. These natural spaces contribute to the character and appeal of our neighborhood, and I do not want to see our community lose more of that character without serious consideration of the consequences.

I respectfully ask the Commission to consider the concerns of nearby residents and the long-term impact this development could have on our neighborhood before moving forward.

I OPPOSE THIS PROJECT and request that my opposition be officially recorded for tonight's Planning & Zoning meeting.

Thank you for your time and consideration.

Sincerely,
Julian Leon
300 Millbend Rd
Georgetown, Texas

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Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Kari Martindale
(Please print name)

Signature of Respondent: Kari Martindale
(Signature required for protest)

Address of Respondent: 2253 Nates Place, Georgetown, Tx 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

This was never part of the planning presented when we purchased our home. Please do not add multifamily development.

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Kayley Williby

1113 Ellensburg dr Georgetown tx 78633

AGAINST the project. Our backyard would be apartments and we are not ok with that. We were told there would be normal houses. That will affect the value of our home and surrounding. Put them somewhere else

Hello,

My name is Kurstin Laceky and I live at 1356 salt lick Dr Georgetown, TX 78633 within the Parmer Ranch neighborhood. This is my formal vote that I am AGAINST the proposed plan to put a multi family/apartment in the proposed space near HEB.

Thank you,

Kurstin Laceky

My name is Leslie Waddell, address 2365 Sawdust Dr, Georgetown, Texas 78633. I am AGAINST this project. Changing the development plan for Parmer Ranch is a direct devaluation of our property. Changing from single family homes to multi-family is a direct devaluation of our property values, safety, and desirable community.

Leslie M. Waddell

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Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: MICHAEL FOLEY
(Please print name)

Signature of Respondent: Michael J. Foley
(Signature required for protest)

Address of Respondent: 106 COTTAGE TRAIL DR., GEORGETOWN, TX 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: YES

Additional Comments:

TAE INCREASED NOISE, LIGHT POLLUTION

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Page 3 of 3

For meeting tonight.

Liz and Michael Foley

Good afternoon,

My name is Lorenzo Rossi and I live at 1401 kneehigh lane Georgetown tx 78633. My household is against the proposed project and votes against the rezoning of the area at Williams drive and Ronald Regan blvd.

Respectfully,
Lorenzo Rossi

Regarding subject line and tonight's meeting.

Me and my husband misplaced our voting form. I would like to submit my response here.

We are AGAINST this project!

Thank you

Stephanie and Clinton Van Ert

Address: 128 Emerald Grove Dr in georgetown.

Good afternoon,

My name is Nina Rodriguez and reside in 1112 Glen Heather Drive Georgetown, TX at Parmer Ranch.

I would like to vote against the upcoming construction at HEB given concerns for traffic, safety and property value.

Thank you.

Hello,

I am writing to state that I am against the project that is for consideration today. My name is Sarah Gardner-Cox and my address is 209 Barnstorm Ln, Georgetown, TX 78633.

I am concerned that the proposed change from single family to mixed use property would be a strain on the development and resources as they were originally planned and intended for this development.

Multi-family and commercial development would significantly change the development, cause property devaluation to existing property owners, as well as cause a strain on existing development including commercial, schools, utilities, and roads.

The change in property use zoning should be denied.

Thank you for your time,

Sarah

Good afternoon,

My name is Shelby Boyd and I live at 1512 Corduroy Lane, Georgetown TX 78633 in Parmer Ranch. I am not able to make the meeting tonight but would like it to be known that I am against this project. I do not want apartment buildings built so close to my home and the school for safety reasons and property value reasons.

Thank you,
Shelby Boyd

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Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Rich + Tammie Bolak
(Please print name)

Signature of Respondent: Tammie Bolak
(Signature required for protest)

Address of Respondent: 1103 Havenwood Ln.
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

I feel like with the New extension of Ronald Reagan - this will be added congestion and noise - I also feel it would bring property value down

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Please as my vote below.

Tammie Bolak

Hello,

My name is Tara Theiss,

Randall Theiss(my husband and co-owner of a property purchased in December of 2025 located at 605 Estacado Ln. Georgetown, Texas 78633 Would like to oppose the project of building an apartment complex located West of Benold middle school. This apartment complex would be built at the entrance of a planned community. All of in Parmer Ranch purchased our homes on the promise of the development being residential single family homes. This will greatly impact our community and property value. The request of this s zoning change is deceptively being presented in light of all the marketing materials shown to purchasers being a planned community. I believe Parmer Ranch did not decide to do this only after the purchase of home. Developers project benefits in and value of property years in advance. Please heavily consider rejecting the zone change. As your constituents will be heavily affected.

Respectfully,

Tara Theiss

409-893-0969

Hello,

I am unable to make tonight's meeting for the proposed project. I am submitting this email OPPOSITION of the proposed project.

I am the owner of: 124 Millbend Rd. Georgetown, TX 78633 in the Parmer Ranch community.

Name: Anthony Valdez

I'm against the building of ANY Apartment complex and or other multi-family dwellings to be built in this area.

Thank you,

Tony Valdez

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Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Brittney Payne & Cy Payne
(Please print name)

Signature of Respondent: Brittney Payne
(Signature required for protest)

Address of Respondent: 2220 Sawdust Dr. Georgetown TX 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X Object!!!

Additional Comments:

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Project Case #: 2026-2-DA
P&Z Mtg Date: 10/20/2026
Case Manager: Ryan Clark

To Whom It May Concern,

I am writing to formally express my concerns regarding the proposed rezoning of residential land to allow for the development of apartment complexes within or adjacent to our established neighborhood.

When we purchased our home, we did so with the understanding that the surrounding area was consistent with the residential character and community environment presented to us. The possibility of a rezoning that would permit higher-density, multi-family development was not communicated to us during the home-buying process. Had we been aware of the potential for such a significant change to the surrounding area, it would have been an important consideration in our decision.

While we recognize that growth and development are inevitable as communities expand, we believe that any proposed changes should be carefully evaluated for their long-term impact on existing residents. Our concerns extend beyond the development itself and include several potential consequences:

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- **Strain on neighborhood amenities and infrastructure:** Our neighborhood amenities, parks, recreational spaces and supporting infrastructure were established to serve the existing community. We are concerned about whether these resources can adequately accommodate a substantial increase in the surrounding population without diminishing access, availability and enjoyment for current residents.
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- **Property values and long-term investment:** For many families, purchasing a home represents one of their largest financial commitments. We are concerned about the potential impact that a substantial change in land use could have on property values, marketability and the long-term desirability of our community.

We respectfully urge the city to carefully consider the long-term impacts of this proposed rezoning on existing residents, including increased traffic and strain on neighborhood amenities and infrastructure. We believe residents deserve transparency and meaningful input on land-use changes that affect their homes and investments. We oppose development that is inconsistent with the neighborhood's existing residential character and ask that the proposed rezoning be denied in favor of alternatives that support responsible, sustainable growth while protecting the interests of current homeowners.

Thank you for your time and consideration. We ask that these concerns be included in the official record and carefully considered as part of the rezoning review and decision-making process.

Sincerely,
Emily Reed

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Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Jill Gates
(Please print name)

Signature of Respondent: Jill Gates
(Signature required for protest)

Address of Respondent: 617 Estacado Lane Georgetown, TX
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Kari Martindale
(Please print name)

Signature of Respondent: Kari Martindale
(Signature required for protest)

Address of Respondent: 2253 Nates Place, Georgetown, Tx 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

This was never part of the planning presented when we purchased our home. Please do not add multifamily development.

"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."

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Mr. & Mrs. Robert Farrell
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 116 Buckaroo Dr. Georgetown, Tx 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Rachel Heist
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 2312 Sawdust Dr. Georgetown. TX 76544
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

This change would significantly harm the neighborhood we have come to love and call home. It is a big reason we have stayed in Georgetown and the change would make us seriously question if we want to stay in Georgetown.

"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."

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Sara & Colin Clase
(Please print name)

Signature of Respondent: Colin Clase
(Signature required for protest)

Address of Respondent: 120 Emerald Grove Drive
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

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 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."

Hello,

I am writing to notify that I, Sean Tobin, object to the proposed amendment to the Development Agreement for Parmer Ranch.

My address is 212 Barnstorm Ln, and I am a current resident in Parmer Ranch.

Sincerely,

Sean Tobin

GEORGETOWN
TEXAS

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Tejal Patel
(Please print name)

Signature of Respondent: Patel
(Signature required for protest)

Address of Respondent: 412 Buckaroo Dr., Georgetown, 78633
(Address required for protest)

~~I am in FAVOR:~~ _____ I OBJECT: ✓

Additional Comments:

I strongly object to Case 2026-2-DA. Changing Parcel 1 to allow high-density MF 1/2 apt structures up to 60 ft tall DESTROYS our open Hill Country views & clashes with our single-family neighborhood character. City staff already determined this proposal only "partially complies" with the Comprehensive plan & general welfare. Please deny this amendment to preserve our community's character & protect local school & infrastructure capacity.

"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."

To Whom It May Concern,

I am writing to formally **object** to Case 2026-2-DA regarding the Third Amendment to the Parmer Ranch Consent Agreement. I have attached the requested Comment Form as well.

My primary objections include:

1. **Destruction of Visual Character and Open Hill Country Views:** Georgetown's identity is defined by open skies, mature tree canopies, and rolling terrain. Introducing high-density multi-family structures up to 60 feet tall atop this prominent ridge along RM 2338 and Parmer Ranch Blvd will obstruct scenic view corridors, create an imposing wall of buildings, and permanently degrade the natural aesthetic that current residents value.
2. **Incompatibility with Neighborhood Scale and Character:** The city staff report explicitly notes that this multi-family proposal *"does not align with the more single-family and townhome character"* of the surrounding neighborhoods, including those along Ellensburg Drive and Reese Way. Changing Parcel 1 from single-family and townhome uses to high-density apartments (MF-1 / MF-2) completely clashes with the established low-profile, suburban setting.
3. **Failure to Fully Meet City Approval Criteria:** Under UDC Section 3.20.030, staff evaluated whether this proposal promotes the health, safety, and general welfare and whether it complies with Georgetown's Comprehensive Plan—finding that it only **"***Partially Complies.***"** A major deviation from the Land Plan that fails to satisfy the city's own standards should not be approved.
4. **School and Public Infrastructure Strain:** Adding hundreds of high-density multi-family units immediately adjacent to Benold Middle School places an excessive burden on student pedestrian safety, campus pick-up/drop-off circulation, emergency response services, and municipal utility capacity.

I urge the Planning and Zoning Commission and City Council to recommend **denial** of the proposed multi-family (MF-1 / MF-2) amendments for Parcel 1.

Thank you for your time and consideration of our concerns.

Sincerely,

Tejal Patel
412 Buckaroo Dr.

GEORGETOWN
TEXAS

RECEIVED
OCT 23 REC'D
CITY OF GEORGETOWN
PLANNING DEPARTMENT

RECEIVED
OCT 25 REC'D
CITY OF GEORGETOWN
PLANNING DEPARTMENT

CITY OF GEORGETOWN
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Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Lindsey + Garett Slack
(Please print name)

Signature of Respondent: Lindsey Slack
(Signature required for protest)

Address of Respondent: 1905 Garett Oaks Ln
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

This will affect the beauty of parmer ranch, property values, safety concerns. City should carefully evaluate its long term impact on surrounding homeowners

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: ERICK & IRASEMA FLORES RAMIREZ
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 625 ESTACADO LANE GEORGETOWN, TX
(Address required for protest)

I am in FAVOR: _____ 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@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."

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Project Name/Address: Development Agreement / Parmer Ranch - NE & SE corners of the intersection between Ronald Reagan Bvd. and RM 2338

Project Case #: 2026-2-DA P&Z Mtg Date: 10/20/2026 Case Manager: Ryan Clark

Name of Respondent: Francisco Campos & Salina Campos
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 2361 Sawdust Dr., Georgetown, TX 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

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 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."

THIRD AMENDMENT
TO AMENDED AND RESTATED CONSENT AGREEMENT
(Northwest Williamson County MUD No. 2)

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This **Third Amendment to the Amended and Restated Consent Agreement** (the "Third Amendment") is between the **City of Georgetown, Texas** (the "City"), a home-rule city located in Williamson County, Texas; **Parmer Ranch Partners, L.P.,** a Texas limited partnership, 4718 Mills Creek, Dallas, TX 75244, ("Owner"); **PR South, Inc.**, a Texas corporation ("PR South"), **Owen Holdings, Inc.**, a Texas corporation ("OHI")and **Northwest Williamson County Municipal Utility District No. 2,** a municipal utility district created by the Texas Commission on Environmental Quality pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (the "District"). The City, Owner, PR South, OHI, and the District are sometimes collectively referred to herein as the "Parties."

RECITALS

A. WHEREAS, the Parties are parties to that certain "*Amended and Restated Consent Agreement*" dated to be effective January 28, 2020 and recorded as Document No. 2020035838 in the Official Public Records of Williamson County, Texas (the "Amended and Restated Consent Agreement" or "ARCA") (which superseded and replaced the prior agreements between the Parties pertaining to the same subject recorded in the Official Public Records of Williamson County, Texas as Document No. 2016001484 and Document No. 2019092165).

B. WHEREAS, the Amended and Restated Consent Agreement pertains to the creation and operation of the District and development of that certain 454 (+/-) acres of land within the District described in Section 2.01(ii) and Exhibits A and B of the Amended and Restated Consent Agreement (the "Original Land").

C. WHEREAS, by Resolution No. 080823-5.B, the City Council approved the "*First Amendment to Amended and Restated Consent Agreement*," (the "First Amendment") revising certain provisions to conform to the "*Second Amendment to Wastewater Services Agreement*," approved by that same resolution, which First Amendment is dated to be effective on December 7, 2023 and recorded in the Official Public Records of Williamson County as Document No. 2024021428.

D. WHEREAS, by Ordinance No. 2024-25, the City Council approved the "*Second Amendment to Amended and Restated Consent Agreement*," (the "Second Amendment") providing for: (i) the City's consent to the annexation into the District of approximately 33.12 acres of land described as "Tract 3" on Exhibit A to the Second Amendment (the "Additional Land"), (ii) the modification of the Land Plan and the Land Development Standards, and (iii) the joinder of PR South, Inc. and Owen Holdings, Inc. as parties to the ARCA, which Second Amendment is dated to be effective on May 28, 2024 and recorded in the Official Public Records of Williamson County as Document No. 2024043767.

E. WHEREAS, the Owner has requested the City to further amend the Amended and Restated Consent Agreement to: (1) modify the Land Plan attached as *Exhibit D* to the Amended and Restated Consent Agreement, as amended by the Second Amendment, to update the allowable land uses in Parcel 1 and adjust corresponding changes in land uses throughout, and (2) revise the Land Development Standards attached as *Exhibit E-1* to the Amended and Restated Consent Agreement, as amended by the Second Amendment.

F. WHEREAS, the City has determined that the amendments to the Land Plan and the Land Development Standards requested by Owner are reasonable and acceptable to the City.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the foregoing recitals and the mutual promises, covenants, and obligations of the Parties set forth herein, the Parties agree as follows.

AGREEMENT

1.01 **Added Definitions**. The following terms are added to the Definitions in Section 2.01 of the Amended and Restated Consent Agreement:

Third Amendment: means the Third Amendment to the Amended and Restated Consent Agreement.

1.02 **Revised Definitions**. The following terms defined in the Amended and Restated Consent Agreement are repealed and replaced with the following:

(a). Agreement: means the Amended and Restated Consent Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment.

(b). Land Development Standards: means the Land Development Standards attached as **Exhibit E-1** to the Third Amendment.

(c). Land Plan: means the Land Plan attached as **Exhibit D** to the Third Amendment.

1.03 **Exhibits**. The list of exhibits in Section 16.10 of the Amended and Restated Consent Agreement is repealed and replaced with the following:

16.10 **Exhibits**. The Exhibits listed below and attached hereto are made part of the Agreement by this reference for all purposes:

Exhibit	Description	Reference
Exhibit A	Land - metes and bounds descriptions and sketches	Second Amendment
Exhibit B	Land - sketch	*Intentionally Deleted*
Exhibit C	Finance Plan	ARCA
Exhibit D	Land Plan	Third Amendment
Exhibit E-1	Land Development Standards	Third Amendment
Exhibit E-2	Tree Preservation Standards	ARCA
Exhibit E-3	Tree Preservation Sensitive Areas	ARCA
Exhibit F	Partial Assignment of Receivables Agreement	ARCA
Exhibit G	Preliminary Engineering Report	ARCA
Exhibit H	Ronald Reagan Regional Trail Standards	ARCA
Exhibit I	Strategic Partnership Agreement	ARCA
Exhibit J	Master Development Fee Formula	ARCA
Exhibit K	Annexation Notice (TWC 49.452 notice) - form	ARCA

1.04 **Effect on Amended and Restated Consent Agreement**. Except as provided in the First Amendment, the Second Amendment, and the Third Amendment, the Amended and Restated Consent Agreement remains in full force and effect.

1.05 **Defined Terms**. Capitalized terms used in this Third Amendment that are not otherwise defined shall have the meaning set forth in the Amended and Restated Consent Agreement, as amended.

1.06 **Counterparts**. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to and may be appended to, any other counterpart hereof.

1.07 **Effective Date.** This Third Amendment shall become effective on the latest date accompanying the signatures of the duly authorized representatives of the Parties shown on the following signature pages.

1.08 **Recordation**. This Third Amendment shall be recorded in the records of Williamson County, Texas by Owner at Owner's expense.

[Signature pages follow.]

CITY:

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2026, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

_____
Notary Public, State of Texas

OWNER:

Parmer Ranch Partners, L.P., a Texas limited partnership

By: Owen Holdings, Inc., a Texas corporation, its general partner

By: _____
Joe R. Owen, President

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 2026, by Joe R. Owen, in his capacity as president of Owen Holdings, Inc., a Texas corporation, the general partner of Parmer Ranch Partners, L.P., a Texas limited partnership, on behalf of Parmer Ranch Partners, L.P.

(seal)

_____
Notary Public, State of Texas

DISTRICT:

NORTHWEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

By: _____
Name:_____
Title: _____
Date: _____

ATTEST:

_____
Name:_____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2026, by _____, President of Northwest Williamson County Municipal Utility District No. 2, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

(seal)

_____
Notary Public, State of Texas

OHI:

OWEN HOLDINGS, INC., a Texas corporation:

By: _____

Name: Joe Owen

Title: President

Date: _____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Joe Owen, President of Owen Holdings, Inc., a Texas corporation, on behalf of said corporation.

(Seal and Expiration)

_____
Notary Public, State of Texas

PR SOUTH:

PR SOUTH, INC., a Texas corporation

By: _____

Name: Joe Owen

Title: President

Date: _____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

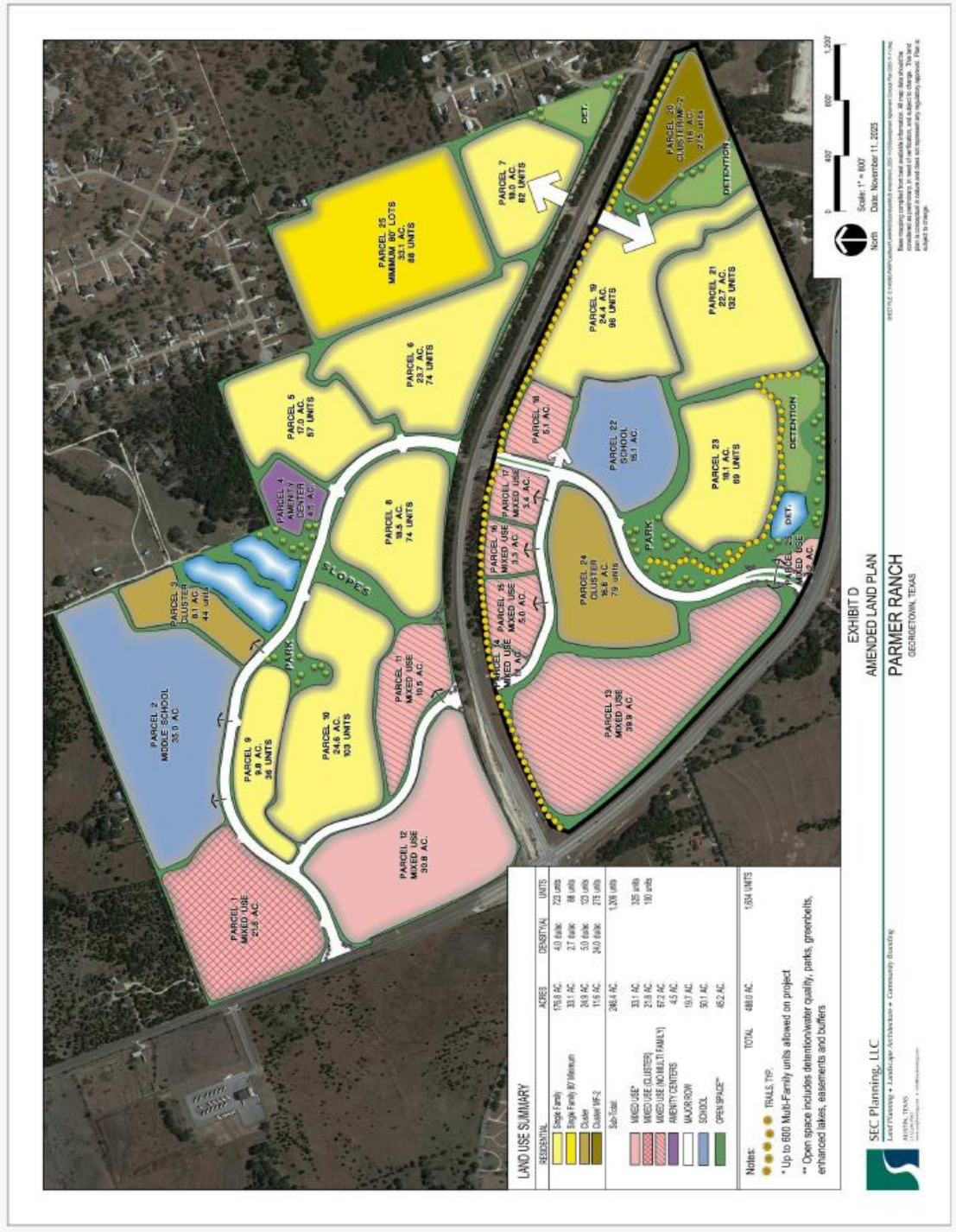
This instrument was acknowledged before me this _____ day of _____, 2026, by Joe Owen, President of PR South, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public Signature

(seal)

Exhibit D

Land Plan (Third Amendment)



(This exhibit is in color. To view in color, contact the City of Georgetown City Secretary.)

Exhibit E-1

Land Development Standards

(Third Amendment)

EXHIBIT E-1

Parmer Ranch Land Development Standards

(Third Amendment)

Purpose: In the event of a conflict between the UDC and this Exhibit or this Exhibit and the approved Consent Agreement, this Exhibit shall control. For sake of clarity, the term Development Area in this document refers to the categories listed in the Land Use Summary table shown on Exhibit D (Land Plan).

1. Land Use Regulations: Land uses permitted in the Development Areas shall be consistent with the land uses permitted in the corresponding Zoning Districts listed in Table 1.b-1 below, as such uses are set forth in the UDC in effect on June 1, 2026, are permitted by right for areas shown on Exhibit D (Land Plan).
    a. Manufacturing, Processing and Assembly General are prohibited uses
    b. Maximum of 30% of gross land designated as Mixed Use on the Land Plan can be used as multi-family
    c. Multi Family (MF-2) allowed in Parcel 1 and Parcel 20 per **Exhibit D.**
    d. **Minimum of ten (10) acres of Parcel 1 shall be developed with uses allowed in the CN, C-1 or C-3 zoning districts.**

Table 1.b-1: Northwest Williamson County MUD #2 Allowable Uses

Development Area	Zoning Districts	Area (acres)
Single Family*	RS, TH, PF	174.8
Single Family 80’ Minimum	RS,TH,PF	33.1
Cluster Product	RS, TF, TH, MF-1	24.9
Cluster/MF-2	RS, TF, TH, MF-1, MF-2	11.6
Mixed Use	C-1, C-3 ,CN, MU, MF-2, MF-1, PF	33.1
Mixed Use (Cluster)	C-1, C-3 ,CN, MU, MF-1, TF, TH	21.8
Mixed Use (No Multi-Family)	C-1, C-3, CN, OF, BP, PF	67.2
Amenity Center		4.5
School		50.1

EXHIBIT E-1

Parmer Ranch Land Development Standards

(Third Amendment)

Parks/Trails/Open Space		45.2
Major ROW		19.7
	Total Area	**488.0**

**Middle School use is allowable in the Single-family parcels without further approval.*

** Food trucks are allowed within all development areas, pursuant to Section 5 of the UDC.*

2. Residential Standards

a. Residential Development Plan: There will be a maximum of 1,278 residential units located in the Single-Family and Cluster/MF-2 Development Areas at final buildout. To provide a variety of housing types and lot sizes, the Parmer Ranch master development will deliver residential lots ranging from thirty-four (34) to eighty (80) feet in lot width and provided as both fee simple lots and residential for sale condos. Cluster/MF-2 Parcel 20 and Mixed Use (Cluster) Parcel 1, as illustrated on Exhibit D, shall have the flexibility to incorporate all residential product types allowed per Table 1.b-1. Additionally, the final buildout will be subject to the following restrictions:

i. A maximum of thirty-five percent (35%) of total single family lots can be a minimum of forty feet 40' feet wide.

ii. A maximum of 5% of total single family lots can be less than 40' if served by an alley.

iii. A minimum of ten percent (10%) of the total single family lots will be at least sixty (60) feet in width.

iv. Any lot size is allowed in any Single-Family Development Area so long as the overall lot mix stated above is maintained.

b. Residential Architectural Design Standards: All minimum requirements pertaining to residential lot size, setbacks, building height, and architectural standards are subject to the restrictions described below and set forth on Table 2.1.

i. Architectural Standards for Single Family and Cluster parcels

1. Exterior Material Treatment:

a. At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or other openings);

b. The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or other openings) and brick, stone, stucco or cement based siding on the second floor; and

c. Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick,

stone or stucco on street facing side (exclusive of windows, doors or other openings).

d. Residential Similarity Requirements of Section 6.02.050 of the UDC in force at the time of approval of this agreement.

2. Front Elevation Features
   a. The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation.
   b. Each front elevation shall contain two or more masonry finishes to complement the architectural style of the home.
   c. A minimum of two (2) of the following design options shall be incorporated into front elevations and included on the architectural plans submitted for building permits:
      i. Covered front porch or patio with a minimum size of sixty (60) square feet;
      ii. A garage door recessed from the primary front facade a minimum of two feet (2'-0") for garage doors that face the front street;
      iii. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
      iv. Shed roof or trellis (at least 18" deep) above the garage door;
      v. A combination of at least two (2) roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;
      vi. Front-loaded garages set back a minimum of 25 feet from the street lot line.
      vii. The addition of one or more dormers on the front elevation to complement the architectural style of the home.
      viii. A side-entry or swing-in garage entry (for garage doors that do not face the front street).

3. Overhangs
    a. Roof overhang of 18” permitted within side setback.

EXHIBIT E-1

Parmer Ranch Land Development Standards

(Third Amendment)

	Table 2.1: Residential Lot Dimensional Standards							
Parcel Type		Single Family & Cluster Parcels					Cluster Parcels	
Minimum Lot width (ft.)	34	40	50	60	80	Duplex	Townhome	Multifamily
Lot Size, min (sf)	3,230	3,800	5,500	7,200	9,600	6,000	6,000	12,000
Area Per Dwelling Unit, Min.	1,200	1,200	1,200	1,500	1,500	1,000	2,000	-
Units per Structure, Max	1	1	1	1	1	2	8	No Limit
Lot Width, min. (ft)	34	40	50	60	80	50	66	40
Front Setback, min (ft)	20	20	20	20	20	15	10	15
Side Setback, min (ft)	5	5	5	5	5	5	10	15
Rear Setback, minimum feet	10	10	10	10	10	10	10	15
Side/Rear Street Setback, min (ft)	10	10	10	10	10	10	10	15
Impervious Cover, max (%)	65	65	60	60	60	70	70	70
Building Height, max (ft)	35	35	35	35	35	35	40	60

Notes:

1. Townhome internal side setback – 0; External side setback 10’
2. If minimum side setback is five (5) feet or building separation is ten (10) feet, fire flow requirements must increase to 1,500 gallons
3. Ten (10) foot building separation for detached condo
4. Front Lot width to be measured at the street frontage

Pedestrian and Vehicle Circulation:

a. UDC Sec. 12.02.010 (pedestrian and bicycle mobility)
b. Street rights-of-way within the Land shall be regulated by the right-of-way and pavement widths outlined in Section 12.03.020 of the 2014 Unified Development Code.

Table 3.b-1: Street Sections		
Street Type	**Right-of-Way Width**	**Pavement Width**
Local Streets	50 feet	28 feet (if parking on one side) 32 feet (if parking on both sides)
Residential Collector	65 feet	37 feet
Minor Arterial	110 feet	82 feet
Major Collector	73 feet	45 feet

c. Horizontal Curves: The following table outlines the minimum horizontal curve radius for each roadway Classification.

Table 3.c-1: Minimum Horizontal Curves	
Design Standard	**Horizontal Curve (minimum ft.)**
Local Residential	250*
Residential Collector	300 feet
Minor Arterial	470 feet
Major Collector	300 feet

*Centerline radius on local residential streets may have a horizontal curve of less than 250 feet (but not less than 200 feet) if (i) speed limit signs for 25 mph are installed, and (ii) if at least one of the following conditions are met:

- The local residential street is a Cul-de-sac street that is 600 feet or less in length
- The local residential street has a block length of 900 feet or less

- When necessary to avoid significant trees or topographic constraints, as approved by the Planning Director.

d. Local Streets: Residential local streets may be 28' of pavement (face of curb to face of curb) with parking allowed on one side of the local street. A sign will be placed at all entries into each residential neighborhood stating that parking is restricted to one side of the street. Final sign language will be determined and agreed to by the City and Applicant prior to installation. 32’ (back of curb to back of curb), if parking on both sides

2. Signage: A Master Sign Plan must be submitted to the City for review and approval with the application for the first preliminary plat for the Land. The following guidelines will govern the Master Sign Plan:
    a. Williams Drive — 3 primary entry monument signs allowed
    b. Ronald Reagan — 4 primary entry monument signs allowed
    c. Sign area for the primary monument signs may be up to 250 square feet

3. Street Yard Design
    a. All unloaded Collector level or higher roadways with single-family homes backing up to the ROW shall have a minimum 6' masonry wall with columns spaced a minimum of 250' on center.
    b. A minimum 10' wide parkway shall be provided outside of the right-of-way for street trees and landscaping.

4. Mixed Use Parcel Design Standards: All commercial and mixed use areas of the Land will conform with Chapter 7, Non Residential Development Standards and Chapter 8.04, Non-Residential Landscaping Requirements of the UDC.

Table 8-1: Mixed Use Parcel Development Standards	
Lot Width, minimum feet	50
Front Setback, minimum feet	25
Front Setback, build-to option	-
Side Setback, minimum feet	10

Side setback to residential district, minimum feet	15
Rear Setback, minimum feet	10
Rear Setback to Residential district, minimum feet	25
Building Height, maximum feet	60
Bufferyards	Refer to Section 8.04 of UDC for Bufferyard Requirements
Landscaping	Refer to Chapter 8 of UDC for Minimum Landscape Requirements
Impervious Coverage	Refer to Section 11.02 of UDC for Impervious Coverage Requirements

5. Mixed Use Cluster Parcel Multifamily Design Standards: All multifamily developments within Parcel 1 as shown on the Land Plan (Exhibit D) shall comply with the following standards. The intent of these standards is to result in a more urban style development where apartment buildings are pulled closer to the street and parking fields are located behind them. Refer to the development standards in Table 2.1 above and Table 8-2 below.

Table 8-2: Mixed Use Cluster Parcel 1 Multifamily Development Standards	
Front Setback, build-to requirement	50%
Parking Spaces per Unit	1.5 per 1-bedroom unit 2 per 2-bedroom unit 2.5 per 3-bedroom unit +5% of total spaces for visitor use
Parking Location	Not allowed between building and public right of way Surface parking is allowed
Min. Building Separation	10’
Bufferyards	Refer to Section 8.04 of UDC for Bufferyard Requirements
Landscaping	Refer to Chapter 8 of UDC for Minimum Landscape Requirements