



**AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
APRIL 16, 2026 AT 3:00 PM**

REGULAR SESSION WILL RECONVENE AT 4:00PM

JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/242387805>

You can also dial in using your phone.

Access Code: 242-387-805

United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Shane Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem

Karen Van Ness, Council Member

Paul Prince, Council Member

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

1. Consultation with City Attorney concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.
2. Consult with City Attorney concerning the purchase of property Pursuant to Texas Government Code Section 551.072.
3. Consultation with Legal Counsel pursuant to Texas Government Code Section 551.071 to receive legal advice from the City's employment law/HR attorney concerning proposed revisions to the City's Human Resources policies.
4. Consultation with City Attorney pursuant to Texas Government Code Section 551.071 to discuss and receive legal advice regarding the Airport Maintenance Agreement.

III. ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the following agenda items):

Reconvene from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:

1. Consultation with City Attorney concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.
2. Consult with City Attorney concerning the purchase of property Pursuant to Texas Government Code Section 551.072.
3. Consultation with Legal Counsel pursuant to Texas Government Code Section 551.071 to receive legal advice from the City's employment law/HR attorney concerning proposed revisions to the City's Human Resources policies.
4. Consultation with City Attorney pursuant to Texas Government Code Section 551.071 to discuss and receive legal advice regarding the Airport Maintenance Agreement.

IV. INVOCATION

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. CITIZEN COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Mayor prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below. The Council will reconvene from executive session at or around 3:00 p.m.

[Citizen Participation Registration Form](#)

VII. ITEMS OF COMMUNITY INTEREST

VIII. PRESENTATIONS & PROCLAMATIONS

1. Proclamation Honoring the Lago Vista High School Cheerleading Team.
2. Recognition and expression of appreciation to Anodamine for its contributions to the City of Lago Vista.

IX. CONSENT AGENDA

All matters listed under Consent Agenda, are to be considered routine by the City Council and will be enacted by one motion. There will not be separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be

considered separately.

1. Action regarding the March 25, 2026, City Council Called Meeting Minutes.
2. Action regarding the April 2, 2026, City Council Meeting Minutes.
3. Consideration and possible action to approve Resolution No. 26-2202; Authorizing The Release of A Fifteen-Foot Public Utility And Drainage Easement Adjacent And Parallel To The Rear Boundary Line Of Lot 8012, Highland Lakes Estates, Section Eight, A Subdivision Of Record In Volume 51, Page 77, Plat Records Of Travis County, Texas And Located At 3003 Boone Drive, Lago Vista, Texas; And Providing An Open Meetings Clause.
4. Consideration and possible action to approve Resolution No. 26-2203; Authorizing The Release of Two Fifteen-Foot Public Utility Easements Adjacent To The Common Boundary Line of Lots 12205b And 12210 Highland Lakes Estates, Section Twelve, A Subdivision of Record In Volume 54, Page 35, Plat Records of Travis County, Texas And Located At 20605 Hudson Cove And 20600 Hoover Cove, Lago Vista, Texas; And Providing An Open Meetings Clause.
5. Consideration and possible action to approve Resolution No. 26-2204 - Resolution No. 26-2208 to accept utility easements from the Tessera Development for water and wastewater infrastructure within the Tessera neighborhood.
6. Consideration and possible action to approve Resolution No. 26-2209 and Resolution No. 26-2210 to accept utility easements from Leonard Strickler and Lago Vista Independent School District for water and wastewater infrastructure along Bonanza Road.

X. ACTION ITEMS

1. Consideration and possible action regarding the appointments to the Capital Improvements Advisory Committee.
2. Consideration and possible action on Resolution No. 26-2211 regarding a voluntary annexation petition related to approximately 4.949 acres of land located at 7301 Lohman Ford Road, generally described as Lot 27, Travis Hollow Section Two, into the City of Lago Vista, Texas.
3. Consideration and possible action awarding Irrigation proposal for RFP 26-03 Cedar Breaks Irrigation Repair and authorizing City Manager to Execute Agreement.
4. Consideration and possible action regarding the Interlocal Wholesale Wastewater Agreement with the City of Jonestown.
5. Consideration and possible action to approve the Hotel Occupancy Tax (HOT) Fund Policy and Application, and to authorize the City Manager to negotiate and execute related contracts for the use of HOT funds.
6. Consideration and possible action regarding the start time of City Council meetings.

XI. WORK SESSION

1. Discussion and update on Budget timeline.
2. Discussion regarding the Tessera Maintenance Agreement.
3. Discussion regarding Bowden Park.
4. Discussion regarding a request for waiver of building permit extension fees totaling \$7,008 for a residential construction permit issued for property located at 1307 Robin Trail.

XII. STAFF AND COUNCIL LIAISON REPORTS

- A. Routine Reports from City Staff.
- B. Routine Reports from City Council Liaisons.

XIII. ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board in accordance with Government Code section 551.041 located at all times in City Hall in said City by 6:00 pm on the 8th day of April 2026.

Robin Smith , City Secretary

THIS MEETING SHALL BE CONDUCTED PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.001 ET SEQ. AT ANY TIME DURING THE MEETING THE COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION ON ANY OF THE ABOVE POSTED AGENDA ITEMS IN ACCORDANCE WITH THE SECTIONS 551.071, 551.072, 551.073, 551.074, 551.075 OR 551.076.

THE CITY OF LAGO VISTA IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST.

AT THIS MEETING AT THE STATED LOCATION, A QUORUM OF THE CITY COUNCIL WILL BE PHYSICALLY PRESENT, AND THIS NOTICE SPECIFIES THE INTENT TO HAVE A QUORUM PRESENT THERE, AND THE MEMBER OF THE CITY COUNCIL PRESIDING OVER THE MEETING WILL BE PHYSICALLY PRESENT AT THAT LOCATION. ONE OR MORE MEMBERS OF THE CITY COUNCIL MAY PARTICIPATE IN THIS MEETING REMOTELY, AND IF SO, VIDEOCONFERENCE EQUIPMENT PROVIDING TWO-WAY AUDIO AND VIDEO DISPLAY AND COMMUNICATION WITH EACH MEMBER WHO IS PARTICIPATING BY VIDEOCONFERENCE CALL WILL BE MADE AVAILABLE.

Proclamation

City of Lago Vista, Texas Honoring the Lago Vista High School Cheerleading Teams on their Outstanding 2025–2026 Competitive Season

WHEREAS, the City of Lago Vista takes great pride in celebrating the exceptional achievements of our student athletes who represent our community with excellence, dedication, teamwork, and school spirit; and

WHEREAS, the Lago Vista High School Varsity and Junior Varsity Cheerleading Teams have distinguished themselves during the 2025–2026 season through extraordinary competitive performances; and

WHEREAS, the Varsity Cheer Team earned the title of 2026 UIL 4A-D2 Spirit State Champions, tying the UIL state record for most all-time Spirit State Championships across all conferences from 1A through 6A; and

WHEREAS, the Varsity Team continued its outstanding success at the national level by finishing as 2026 UCA Large Varsity Game Day National Runner Up, securing first place in their National Preliminary group and advancing directly to finals without competing in semifinals for the first time in school history; and

WHEREAS, the Lago Vista High School Junior Varsity Cheer Team achieved an extraordinary milestone in its inaugural competitive season by placing fifth at the 2026 UCA Junior Varsity Game Day National Finals, marking the first time a JV squad from Lago Vista has competed at nationals; and

WHEREAS, these accomplishments reflect the unwavering commitment, discipline, perseverance, and teamwork of the cheer athletes, the dedication and leadership of their coaches, and the strong support of their families, friends, classmates, and school community; and

WHEREAS, the City of Lago Vista recognizes that these achievements not only bring honor to the athletes and coaches but also serve to inspire pride and unity throughout our community;

NOW, THEREFORE, I, Shane Saum, Mayor of the City of Lago Vista, Texas, do hereby proclaim February 19, 2026 as Lago Vista High School Cheerleading Teams Day in the City of Lago Vista and extend sincere congratulations to the Varsity and Junior Varsity Cheer Teams for their exceptional performance, remarkable achievements, and exemplary representation of Lago Vista High School and our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lago Vista to be affixed this 16th day of April 2026.

City of Lago Vista, Texas

Shane Saum, Mayor



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Amanda Chavarria, City Council

SUBJECT: Recognition and expression of appreciation to Anodamine for its contributions to the City of Lago Vista.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Action regarding the March 25, 2026, City Council Called Meeting Minutes.

RECOMMENDATION: Approval of the March 25, 2026, City Council Called Meeting Minutes.

ATTACHMENTS:
[26-03-25 CC-Draft minutes.docx](#)



**CITY COUNCIL CITY COUNCIL
SPECIAL CALLED MEETING
MINUTES
WEDNESDAY, MARCH 25, 2026
6:30 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX**

Mayor Saum, Mayor
Adam Benefield, Member
Norma Owen, Mayor Pro Tem
Paul Prince, Member
Amanda Chavarria, Member
Karen Van Ness, Member
Jess Hall, Member
Charles West, City Manager
Brad Bullock, City Attorney

Present: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Councilor Van Ness, Jess Hall, Charles West, Brad Bullock

AMENDED AGENDA

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The Mayor called the meeting to order at: 6:30 PM

CALL TO ORDER, CALL OF ROLL

Shane Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Council Member

Karen Van Ness, Council Member

Paul Prince, Council Member

All Council members were present, with Councilor Van Ness participating virtually. City Attorney Brad Bullock was not in attendance.

I. EXECUTIVE SESSION

1. Consult with City Attorney concerning the purchase of property located at 20624 FM 1431, Lago Vista, Texas, 78645, (Casey Building) Pursuant to Texas Government Code Section 551.072.

City Council did not convene into Executive Session.

II. ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the following agenda items):

1. Consult with City Attorney concerning the purchase of property located at 20624 FM 1431, Lago Vista, Texas, 78645, (Casey Building) Pursuant to Texas Government Code Section 551.072.

City Council did not convene into Executive Session.

III. DISCUSSION AND ACTION ITEMS

1. Consideration and possible action regarding Resolution No. 26-2200; A Resolution by the City Council of the City of Lago Vista, Texas, accepting the Fiscal Year 2025 Audit as prepared by ABIP, PC.

ABIP presented the audit to the City Council and responded to questions.

Moved by Norma Owen; seconded by Paul Prince to

Approve. Motion Passed: 7- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Councilor Van Ness, Jess Hall

Voting Against: None

2. Discussion regarding the purchase of property located at 20624 FM 1431, Lago Vista, Texas, 78645, (Casey Building).

City Manager Charles West presented to the City Council and citizens, followed by Council discussion.

ADJOURNMENT

The Mayor Adjourned the meeting at 8:05 pm.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Action regarding the April 2, 2026, City Council Meeting Minutes.

RECOMMENDATION: Approval of the April 2, 2026, City Council Meeting Minutes.

ATTACHMENTS:
[26-04-02 CC-draft minutes.docx](#)



**CITY COUNCIL CITY COUNCIL
REGULAR MEETING MINUTES
THURSDAY, APRIL 2, 2026
3:00 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX**

Mayor Saum, Mayor
Adam Benefield, Member
Norma Owen, Mayor Pro Tem
Paul Prince, Member
Amanda Chavarria, Member
Karen Van Ness, Member
Jess Hall, Member

Charles West, City Manager
Brad Bullock, City Attorney

Present: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Councilor Van Ness, Jess Hall, Charles West, Brad Bullock

REGULAR SESSION WILL RECONVENE AT

4:00PM JOIN MEETING VIA VIDEO CONFERENCE

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I. CALL TO ORDER, CALL OF ROLL

Shane Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem

Karen Van Ness, Council Member

Paul Prince, Council Member

Mayor Saum called the meeting to order at 3:00 pm.; all members were present.

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

1. Consultation with City Attorney concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.
2. Consult with City Attorney concerning the purchase of property Pursuant to Texas Government Code Section 551.072.
3. Deliberation regarding the evaluation, performance and duties of the City manager pursuant to Texas Government Code Section 551.074.

III. ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the

following agenda items):

Reconvene from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:

1. Consultation with City Attorney concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.
No Action.
2. Consult with City Attorney concerning the purchase of property Pursuant to Texas Government Code Section 551.072.
Councilor Prince stated the City Council is authorizing the City Manager, Charles West, to investigate potential acquisition of the property formerly known as the Highland Lake Golf Course.
3. Take action if, any, regarding the City Manager's evaluation, performance goals, duties and employment agreement.
No Action.

IV. INVOCATION – *The Invocation was led by Police Chief, Ron Joy.*

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. ITEMS OF COMMUNITY INTEREST

Councilor Chavarria announced that KLVb will be hosting recognition at Hope Center. Mayor Pro Tem Owen advised that the Lyons Club is hosting a Golf tournament on April 11th and the Lago Vista Highschool Cheerleaders received UCA award.

VII. PRESENTATIONS & PROCLAMATIONS

1. Proclamation Declaring April 2026, as Parliamentary Law Month in the City of Lago Vista. *Mayor Saum read the proclamation.*
2. Proclamation Declaring April 12th - April 18th as Telecommunicators Week. *Mayor Saum read the proclamation.*
3. Proclamation Declaring April 6th - April 10th as Recognition of Community Development Week.
Mayor Saum read the proclamation.
4. Recognition and expression of appreciation to Keep Lago Vista Beautiful (KLVb) for its dedication and contributions to the Mosaic Garden, enhancing and beautifying the City of Lago Vista.
Mayor Saum presented appreciation certificates, and Janice Didier thanked those who contributed to the Mosaic Garden for their time, countless hours, and hard work. This included Mindy Henson, Rhonda Weldon, Lorrie Fisher, Marcia Temple, Chris Fox, Judy Lanza, and Laurie Engels.

VIII. CONSENT AGENDA

All matters listed under Consent Agenda, are to be considered routine by the City Council and will be enacted by one motion. There will not be separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Approval of Ordinance No. 26-04-02-01 An Ordinance Of The City Of Lago Vista, Texas, Amending Chapter 14 Also Known As "Zoning Ordinance" Of The Code Of Ordinances, Specifically Exhibit A, Part Iv, Table B (Use Table), By Adding A New Use Category For Indoor Inventory Storage And Allowing Such Use In All C1, C2, C3, And Li Zoning Districts; Providing For Purpose And Intent; Providing The Amendment; Providing For Use Description; Providing For A Finding Of Fact Clause; Providing For Severability; Providing For A Repealer; Providing An Effective Date; Providing For A Projects In Transition Clause; Providing For A Codification And Publication Clause And Providing An Open Meetings Clause.

Mayor Saum pulled the item from the consent agenda.

Attorney, Brad Bullock, Director of Development Services, Jordan Strohmeyer and Gene Harris, member on the Planning & Zoning Commission discuss the agenda item. Director of Development Service updates City Council that the item was noticed properly.

Moved by Paul Prince; seconded by Amanda Chavarria to Approve.

Motion Passed: 7- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Councilor Van Ness, Jess Hall

Voting Against: None

2. Action regarding the March 19, 2026, City Council Meeting Minutes.

Moved by Amanda Chavarria; seconded by Paul Prince to Approve.

Motion Passed: 7-0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Councilor Van Ness, Jess Hall

Voting Against: None

IX. ACTION ITEMS

1. Consideration and possible action to establish a City of Lago Vista Hotel Occupancy Tax (HOT) Fund Policy - Grant Policy and direct the City Manager to negotiate and execute contracts for HOT funds.
Citizen Comments: Allsion Sargent and Justin Loucks.
City Council directed staff to draft a policy for Hotel Occupancy Tax (HOT) funds and bring it back for consideration at the next City Council meeting.
2. Consideration and possible action to approve Resolution No. 26-2201; vacation of easement application for 3405 Boone Dr.

Moved by Norma Owen; seconded by Karen Van Ness to Approve.

Motion Passed: 7-0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Councilor Van Ness, Jess Hall

Voting Against: None

3. Consideration and possible action awarding Aqua Flow Irrigation proposal for RFP 26-03 Cedar Breaks Irrigation Repair and authorizing City Manager to Execute Agreement.
Staff and City Council discussed the item thoroughly and Council decided to table the item and bring it back on the next agenda for consideration.

X. WORK SESSION

1. Discussion and update on the City pool operations, including lifeguard hiring, staff research on costs associated with expanded hours, life vests, and other related items for the upcoming season.
Director of Parks and Recreation David Scott-Montgomery provided a presentation regarding the upcoming City pool season and answered questions from the City Council.
Citizen Comments were received from Rod Hamilton and Robert Donnelly.
City Council provided direction to staff.
2. Discussion and staff presentation regarding conceptual drawings of a potential “pocket” park on approximately 2.2 acres of city-owned property on Dawn Drive between Lynn Lane and Lago Vista Way (TCAD parcels 177904 and 177907), designated as “City Park” by Ordinance No. 24-09-05-03.
Director of Parks & Recreation David Scott-Montgomery provided a presentation regarding a pocket park. City Council directed staff to develop a conceptual phased plan and to coordinate with the Parks & Recreation Advisory Commission.

3. Discussion and review of the Budget and Capital Improvement Plan (CIP).
Capital Improvement Manager, Victor Manzano gives quarterly update to City Council on Capital Improvement Projects.
4. Discussion on a Resolution of The City Council of The City of Lago Vista, Texas, Authorizing The Release of A Fifteen-Foot Public Utility And Drainage Easement Adjacent And Parallel To The Rear Boundary Line Of Lot 8012, Highland Lakes Estates, Section Eight, A Subdivision Of Record In Volume 51, Page 77, Plat Records Of Travis County, Texas And Located At 3003 Boone Drive, Lago Vista, Texas; And Providing An Open Meetings Clause.
Citizen Comment from property owner.
City Council gives direction to place this item on the April 16th consent agenda.
5. Discussion on a Resolution of The City Council of The City Of Lago Vista, Texas, Authorizing The Release of Two Fifteen-Foot Public Utility Easements Adjacent To The Common Boundary Line of Lots 12205b And 12210 Highland Lakes Estates, Section Twelve, A Subdivision of Record In Volume 54, Page 35, Plat Records of Travis County, Texas And Located At 20605 Hudson Cove And 20600 Hoover Cove, Lago Vista, Texas; And Providing An Open Meetings Clause.
City Council gives direction to place this item on the April 16th consent agenda.
6. Discussion on Resolutions to accept utility easements from the Tessera Development for water and wastewater infrastructure within the Tessera neighborhood.
City Council gives direction to place this item on the April 16th consent agenda.
7. Discussion on Resolutions to accept utility easements from Leonard Strickler and Lago Vista Independent School District for water and wastewater infrastructure along Bonanza Road.
City Council gives direction to place this item on the April 16th consent agenda.

XI. STAFF AND COUNCIL LIAISON REPORTS

A. Routine Reports from City Staff.

City Manager, Charles West gives update to City Council on staff meetings scheduled for next week.

B. Routine Reports from City Council Board/Commission/Committee Liaisons.

Councilor Chavarria reported that the Women's Club will meet on April 14th and the Library Advisory Borad and KLVB have upcoming meetings.
Mayor Pro Tem reported that the Economic Development Corporation (EDC) will meet on April 14th.

Mayor Saum reported that the Airport Maintenance Agreement is scheduled to be placed on the April 16th City Council agenda. The Youth Advisory Committee (YAC)

met Tuesday at the High School with AP Economic students and participated in a visit to the Capital.

Councilor Prince reported the Planning & Zoning Commission has two meetings scheduled in April, one being a special-called meeting.

XII. ADJOURNMENT

Mayor Saum adjourns the meeting at 8:06 pm.

CITY OF LAGO VISTA:

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

On a motion by Councilmember _____, seconded by Councilmember _____, the above and foregoing instrument was passed and approved.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Jordan Strohmeyer, Development Services

SUBJECT: Consideration and possible action to approve Resolution No. 26-2202; Authorizing The Release of A Fifteen-Foot Public Utility And Drainage Easement Adjacent And Parallel To The Rear Boundary Line Of Lot 8012, Highland Lakes Estates, Section Eight, A Subdivision Of Record In Volume 51, Page 77, Plat Records Of Travis County, Texas And Located At 3003 Boone Drive, Lago Vista, Texas; And Providing An Open Meetings Clause.

BACKGROUND: The property owner of 3003 Boone Drive, legally described as Lot 8012, Highland Lakes Estates Section Eight, has requested the release of a fifteen-foot public utility and drainage easement located along the rear property line of the lot. The easement was originally dedicated with the subdivision plat recorded in Volume 51, Page 77 of the Plat Records of Travis County. The requested release is associated with planned improvements to the property, including construction of a pool and related deck area that would encroach into the platted easement area. The applicant submitted a formal easement vacation request to the City in September 2025. As part of the review process, staff coordinated with affected utility providers to confirm whether the easement remains necessary for existing or future service. Documentation provided by Pedernales Electric Cooperative, AT&T/Southwestern Bell, and Charter Communications confirms that these entities have released or do not require continued easement interest within the subject area. Staff has reviewed the request and determined that the easement is not required for municipal infrastructure purposes and that its release will not adversely affect public utilities, drainage function, or access to adjacent properties. The requested action will allow the property owner to proceed with planned site improvements while maintaining consistency with subdivision requirements and utility coordination practices.

ATTACHMENTS:
[TCAD Map.pdf](#)

3003 Boone application.pdf
3003 Boone ATT&T.pdf
3003 Boone Charter.pdf
3003 Boone PEC.pdf
Exhibit A 3003 Boone.pdf
Exhibit B 3003 Boone.pdf
TCAD 3003 Boone.pdf
Resolution_No._26-2202_final__1_.docx



Development Services
 5803 Thunderbird Street PO Box 4727
 Lago Vista, TX 78645

Office: 512-267-5259
 E-mail: development@lago-vista.org

Application for Vacation of Easement

Application is hereby made for the release of the following easement(s) as described below (please print): The easement is on property legally described as:

Subdivision: HIGHLAND LAKE ESTATES Section: 8 Block: _____

Lot Numbers: 8012

Street Address: 3003 BOONE DR

As recorded in Volume 51, Page 77, of the Plat Records of Travis County, Texas.

Provide common description of the easement requested for release, indicating the amount of the easement to be released (Ex: Five foot P.U.E. & D.E. on either side of the common lot line between lots X and X).

Release the D.E. and P.U.E. for the entire strip of land 15' off the rear property line.

Reason for requesting release: (Ex: Single Family Residence, Accessory Building, etc.)
Pool and concrete deck construction.

[Please note: If multiple owners are making this request, complete name/address/phone must be provided for all.]

Property owner's name(s): DEBORAH BENDER

Mailing address: 3003 BOONE DR LAGO VISTA TX 78645
Number & Street City State Zip code

Phone: (____) _____ (281) 732-5218 Email: dee_bender@hotmail.com
Day time Cell

The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with the procedure for requesting release of easements established by each utility provider. It is further understood that acceptance of this application does not obligate the Utility Provider to release the subject easement.

P.C.

9/11/25

Signature of Applicant/Agent

Date

I authorize the following person/company to act on my behalf as my designated agent.

Name of agent/company: Cody Pools Theresa Canchola
Name of Company Name of Contact

Phone Numbers: (____) _____ (737) 293-8019 Email: tcanchola@codypools.com
Daytime Cell

DocuSigned by:
DEBORAH BENDER

DEBORAH BENDER

12-Sep-25 | 8:09 AM CDT

EAA8777924F84F Signature of Applicant/Agent

Date



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, GRANTOR AND, Omayra Santos Otero and Josue Rivera Class, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

HIGHLAND LAKE ESTATES SEC 8
51/77 PLAT RECORDS OF TRAVIS COUNTY
3003 BOONE DR., LAGO VISTA

Said land of GRANTEE being subject to:

The portion of said easements to be hereby released is described as follows:
Release the D.E. and P.U.E. for the entire strip of land 15' off the rear property line.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 12TH day of January 2026.

SOUTHWESTERN BELL TELEPHONE COMPANY

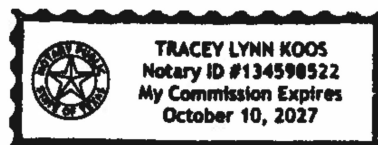
Name: Alfredo F Garza

Title: OSP Design Engineer

THE STATE OF TX
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally
Appeared Alfredo Garza, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the apt and deed of said corporation.

Given under my hand and seal of office this the 12th day of January, 2025.



Notary Public in and for the State of TX
My Commission Expires October 10 2027



Martin Salazar
730 W Stassney Lane
Austin, TX 78745

Martin.salazar@charter.com

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: **SECTION 8, HIGHLAND LAKE ESTATES**

Lot and Block Numbers: **LOT 8012**

Street Address: **3003 BOONE DR, LAGO VISTA, TX 78645**

Property Owner: **DEBORAH BENDER**

STATEMENT

 X Charter Communications **does not** have a need for an easement on the property as described in the accompanying document.

 Charter Communications **does** have a need for an easement on the property as described in the accompanying document.

Charter Communications

Construction
Title

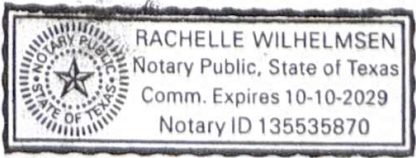
Martin Salazar
Print Name

Martin Salazar
Signature

State of Texas County of Travis

This instrument was acknowledged before me on 5th Day of February 2026

By Rachel WilhelmSEN
Notary Public



RELEASE OF INTEREST IN PUBLIC UTILITY EASEMENT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

WHEREAS, pursuant to that plat with respect to Highland Lake Estates, Section 8 dated as of October 15, 1970 recorded in Volume 51, Page 77, in the Official Public Records of Travis County, Texas, the plat provided for certain public utility easements; and,

WHEREAS, John Clarke Bender and Deborah Catsinas Bender, current owners of Lot 8012 of Highland Lake Estates, Section 8 Subdivision desire that the public utility easement affecting the property as described herein and on the attached **Exhibit A**, be fully released and abandoned; and,

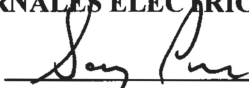
NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation ("PEC") whose mailing address is P.O. Box 1, Johnson City, Texas, 78636, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby FULLY RELEASE its interest in the public utility easement(s) as described on the attached **Exhibit A**, and referred to hereinabove.

Nothing herein shall be construed as an amendment, modification, release or abandonment of any other transmission or distribution easement granted to PEC.

EXECUTED: September 22, 2025

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY:



Sonny Ponce

Director, Regional Operations Cedar Park District

STATE OF TEXAS

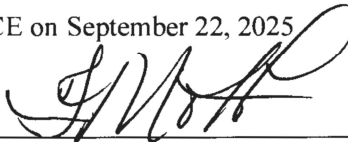
§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared Sonny Ponce, Director, Regional Operations Cedar Park District of Pedernales Electric Cooperative, Inc., a Texas electric cooperative 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on September 22, 2025



Notary Public in and for the State of Texas

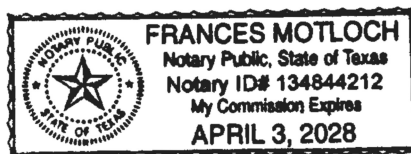
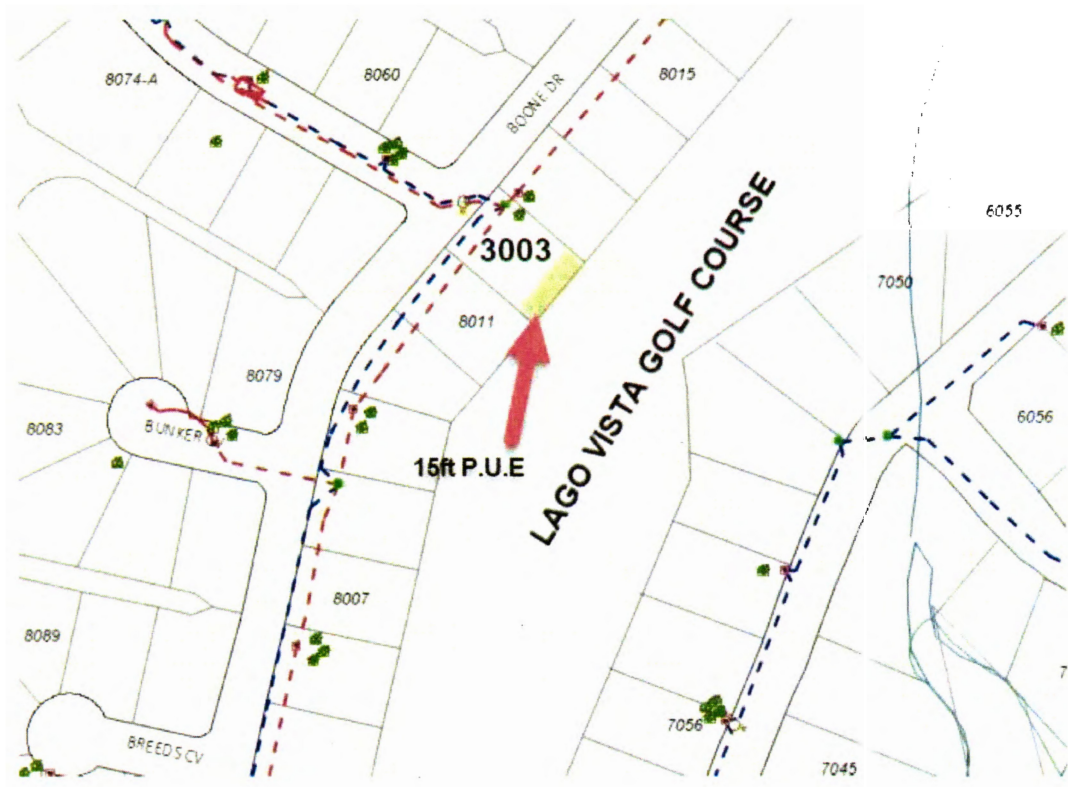


EXHIBIT A
Public Utility Easement Interest to be Released

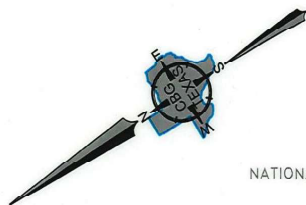
That certain portion of the public utility easement described as the 15-foot rear lot line of Lot of 8012 of Highland Lake Estates, Section 8 Subdivision.



Disclaimer: This Exhibit is for informational purposes only and does not represent an on-the-ground survey and was not prepared for or suitable for legal, engineering, or surveying purposes.

LEGEND

- 1/2" ROD FOUND
 ⊗ 1/2" ROD SET
 ○ 1" PIPE FOUND
 ⊠ "X" FOUND/SET
 ⊕ 5/8" ROD FOUND
 ⊕ POINT FOR CORNER
 □ FENCE POST FOR CORNER
 CM CONTROLLING MONUMENT
 AC AIR CONDITIONER
 PE POOL EQUIPMENT
 TE TRANSFORMER PAD
 ● COLUMN
 ■ POWER POLE
 ▲ UNDERGROUND ELECTRIC
 △ OVERHEAD ELECTRIC
 —OHP—
 OVERHEAD ELECTRIC POWER
 —OES—
 OVERHEAD ELECTRIC SERVICE
 —○—
 CHAIN LINK
 —□—
 WOOD FENCE 0.5" WIDE TYPICAL
 —Π—
 IRON FENCE
 —X—
 BARBED WIRE
 —□—
 DOUBLE SIDED WOOD FENCE
 —//—
 EDGE OF ASPHALT
 —▲—
 EDGE OF GRAVEL
 [CONCRETE]
 COVERED AREA

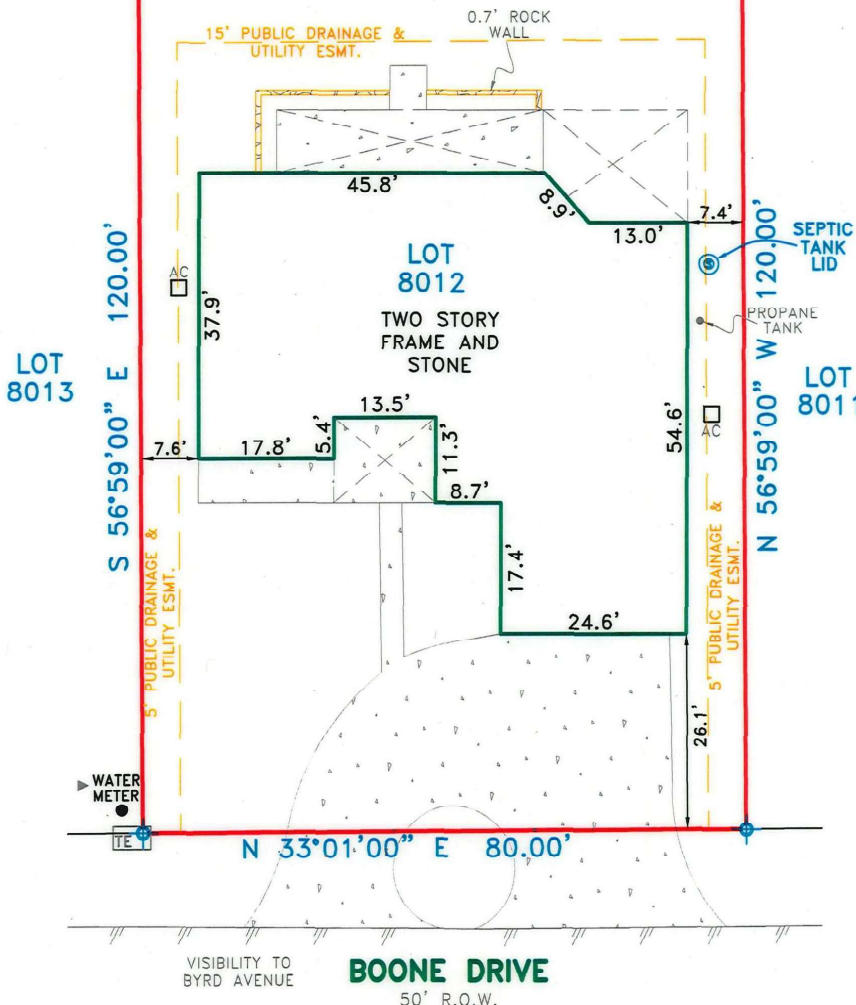


UNPLATTED
NATIONAL RESORT COMMUNITIES INC.

(BASIS OF BEARINGS)

S 33°01'00" W 80.00'

Exhibit A



EXCEPTIONS:

NOTE: PROPERTY SUBJECT TO TERMS,
CONDITIONS, AND EASEMENTS
CONTAINED IN INSTRUMENTS RECORDED IN VOL. 51,
PG. 77, VOL. 3987, PG. 2140, DOCUMENT NO(s).
2000006308, 2014072663, 2016010894, 2017070662

NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48453C0215H, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Independence Title Company. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as are indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: JLR

Scale: 1" = 20'

Date: 10/17/18

GF No.:

Job No. 1821640

Accepted by: _____
Purchaser

Date: _____

Purchaser



12025 Shiloh Road, Ste. 240

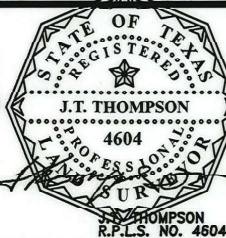
Dallas, TX 75228

P 214.349.9485

F 214.349.2216

Firm No. 10168800

www.cbginctx.com





3003 Boone Drive

Being Lot 8012, Highland Lake Estates Section Eight, according to the map or plat thereof, recorded in Volume 51, Page 77, Plat Records, Travis County, Texas.

Independence Title
Explore www.independencetitle.com

LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- 1" PIPE FOUND
- ⊗ "X" FOUND/SET
- ⊗ 5/8" ROD FOUND
- ✦ POINT FOR CORNER
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- TE TRANSFORMER PAD
- COLUMN
- POWER POLE
- ▲ UNDERGROUND ELECTRIC
- △ OVERHEAD ELECTRIC
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- IRON FENCE
- X— BARBED WIRE
- DOUBLE SIDED WOOD FENCE
- //— EDGE OF ASPHALT
- △— EDGE OF GRAVEL
- CONCRETE
- COVERED AREA

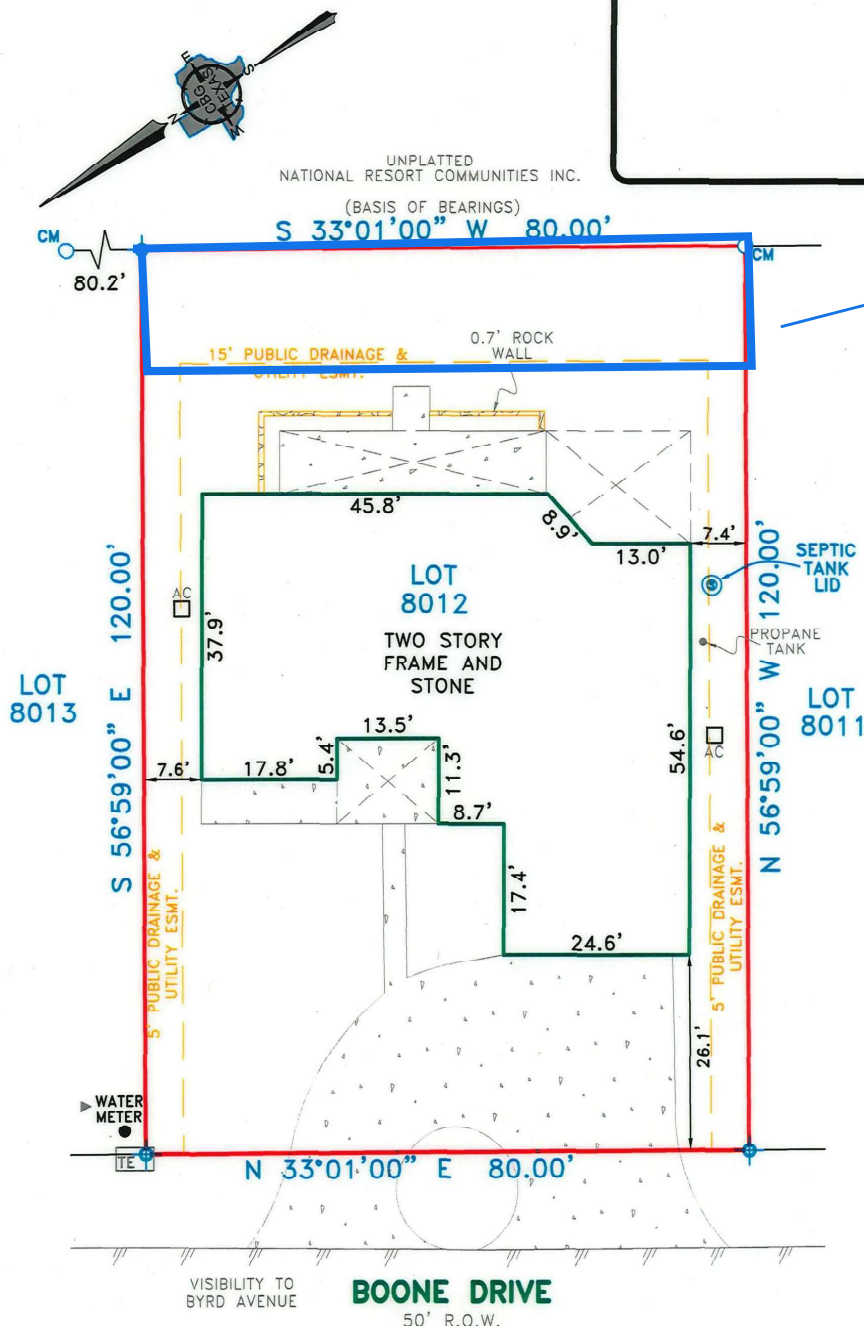


Exhibit B
Easement
to be
vacated

EXCEPTIONS:

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOL. 51, PG. 77, VOL. 3987, PG. 2140, DOCUMENT NO(s). 2000006308, 2014072663, 2016010894, 2017070662

NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48453C0215H, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Independence Title Company. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as are indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: JLR

Scale: 1" = 20'

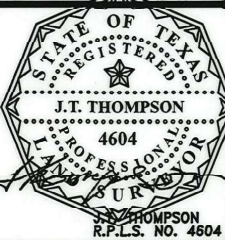
Date: 10/17/18

GF No.: 1840202-CPK

Job No. 1821640



12025 Shiloh Road, Ste. 240
Dallas, TX 75228
P 214.349.9405
F 214.349.2216
Firm No. 10168800
www.cbgsurvtx.com



Accepted by: _____
Purchaser

Date: _____

Purchaser

GENERAL INFO

ACCOUNT		OWNER	
Property ID:	161979	Name:	BENDER JOHN C & DEBORAH C
Geographic ID:	0162830712	Secondary Name:	
Type:	R	Mailing Address:	3003 BOONE DR LAGO VISTA TX 78645-7116
Zoning:	A	Owner ID:	1783629
Agent:	OWNWELL INC	% Ownership:	100.000000
Legal Description:	LOT 8012 HIGHLAND LAKE ESTATES SEC 8	Exemptions:	HS - Homestead,OTHER
Property Use:			

LOCATION

Address:	3003 BOONE DR, LAGO VISTA TX 78645
Market Area:	
Market Area CD:	S1009
Map ID:	015987

PROTEST

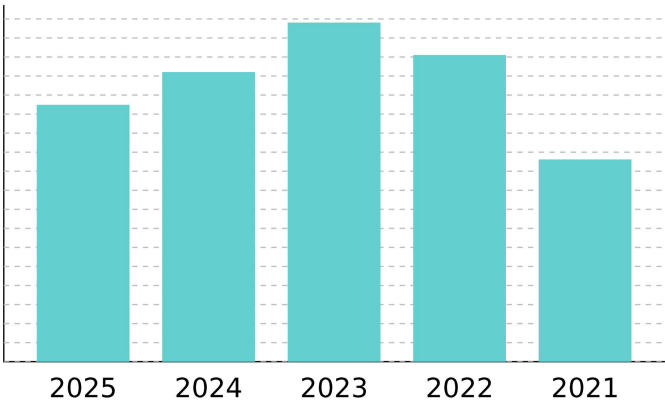
Protest Status:	
Informal Date:	
Formal Date:	

VALUES

CURRENT VALUES

Land Homesite:	\$91,402
Land Non-Homesite:	\$0
Special Use Land Market:	\$0
Total Land:	\$91,402
Improvement Homesite:	\$583,151
Improvement Non-Homesite:	\$0
Total Improvement:	\$583,151
Market:	\$674,553
Special Use Exclusion (-):	\$0
Appraised:	\$674,553
Value Limitation Adjustment (-):	\$0
Net Appraised:	\$674,553

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2025	\$91,402	\$583,151	\$0	\$674,553	\$0	\$674,553
2024	\$88,000	\$672,659	\$0	\$760,659	\$53,954	\$706,705
2023	\$96,800	\$793,378	\$0	\$890,178	\$247,719	\$642,459
2022	\$96,800	\$708,559	\$0	\$805,359	\$221,305	\$584,054
2021	\$33,600	\$497,358	\$0	\$530,958	\$0	\$530,958

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
03	TRAVIS COUNTY	0.375845	\$674,553	\$396,422
0A	TRAVIS CENTRAL APP DIST	0.000000	\$674,553	\$674,553
16	LAGO VISTA ISD	1.016900	\$674,553	\$339,642
1B	TRAVIS CO ESD NO 7	0.099967	\$674,553	\$674,553
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.118023	\$674,553	\$354,442
41	TRAVIS CO ESD NO 1	0.100000	\$674,553	\$674,553
49	CITY OF LAGO VISTA	0.420000	\$674,553	\$539,642

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1:	1 FAM DWELLING	Improvement Value:	N/A	Main Area:	3,465
State Code:	A1	Description:	1 FAM DWELLING	Gross Building Area:	8,147

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	R4		0	2017	2017	2,741
RSBLW	Residence Below	R4		0	2017	2017	724
041	GARAGE ATT 1ST F	R4		0	2017	2017	428
095	HVAC RESIDENTIAL	R4		0	2017	2017	3,465
613	TERRACE COVERED	R4		0	2017	2017	256
613	TERRACE COVERED	R4		0	2017	2017	234
522	FIREPLACE	R4		0	2017	2017	1
612	TERRACE UNCOVERD	R4		0	2017	2017	256
011	PORCH OPEN 1ST F	R4		0	2017	2017	35
250	HALF BATHROOM	R4		0	2017	2017	1
251	BATHROOM	R4		0	2017	2017	2
252	BEDROOMS	R4		0	2017	2017	4

Improvement Features
RSBLW Floor Factor: RSBLW, Shape Factor: U
1ST Foundation: SLAB, Floor Factor: 1ST, Roof Covering: COMPOSITION SHINGLE, Roof Style: HIP, Shape Factor: U

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
LAND	Land	0.2151	9,370.07	\$9.75	N/A	N/A

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
5/16/25	WS	WILL TO SURVIVING	BENDER JOHN C & DEBORAH C	BENDER DEBORAH C				C-1-PB-25-001649
5/16/25	DC	DEATH CERTIFICATIODEBORAH C	BENDER JOHN C & DEBORAH C	BENDER DEBORAH C				DC
11/2/18	WD	WARRANTY DEED	REDBIRD NEST LLC	BENDER JOHN C & DEBORAH C				2018172876

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
12/22/16	WD	WARRANTY DEED	ROACH MELBA	REDBIRD NEST LLC				2016214392
9/15/05	AH	AFFIDAVIT OF HEIRSHIP	ROACH CHARLES ESTATE	ROACH MELBA				2016214391
3/8/05	WD	WARRANTY DEED	GRILLOT JUDITH E & LARRY R	ROACH CHARLES ESTATE				2005041971 TR
2/20/01	QD	QUIT CLAIM DEED	GRILLOT JUDITH R & LARRY R	GRILLOT JUDITH E & LARRY R		00000	00000	2001036928 TR
10/8/98	WD	WARRANTY DEED	FRANZEN DON M & ROSE	GRILLOT JUDITH R & LARRY R		13292	01244	
7/26/83	WD	WARRANTY DEED	FRANZEN F L & RUTH	FRANZEN DON M & ROSE		00000	00000	
9/1/82	WD	WARRANTY DEED	MCEACHERN SCOTT	FRANZEN F L & RUTH		07859	00282	
8/20/81	WD	WARRANTY DEED	MORRIS ARNOLD E & PHYLLIS G	MCEACHERN SCOTT		07599	00094	

RESOLUTION NO. 26-2202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AUTHORIZING THE RELEASE OF A FIFTEEN-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT AND PARALLEL TO THE REAR BOUNDARY LINE OF LOT 8012, HIGHLAND LAKES ESTATES, SECTION EIGHT, A SUBDIVISION OF RECORD IN VOLUME 51, PAGE 77, PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND LOCATED AT 3003 BOONE DRIVE, LAGO VISTA, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the applicants and property owners, John and Deborah Bender, request the release of a fifteen-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lot 8012, Highland Lakes Estates, Section Eight, a subdivision of record in Volume 51, Page 77, Plat Records of Travis County, Texas. The subdivision plat is attached as Exhibit A;

Whereas, the owners plan to construct a pool and concrete deck on the property. An exhibit showing the location of the easement to be released is attached as Exhibit B;

Whereas, Staff has verified all easement interest holders have abandoned their easement interests and confirmed that the easements may be released;

Whereas, the easement is located on a property addressed as 3003 Boone Drive, Lago Vista, Texas, Travis CAD ID No. 161979;

Whereas, Staff recommends Council authorize the release of a fifteen-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lot 8012, Highland Lakes Estates, Section Eight, a subdivision of record in Volume 51, Page 77, Plat Records of Travis County, Texas;

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Section 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2: The City Council authorizes the release of a fifteen-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lot 8012, Highland Lakes Estates, Section Eight, a subdivision of record in Volume 51, Page 77, Plat Records of Travis County, Texas and located at 3003 Boone Drive, Lago Vista, Texas and authorizes the City Manager, or his designee, to execute any necessary documents.

Section 3: It is hereby officially found. and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this ____ day of April 2026.

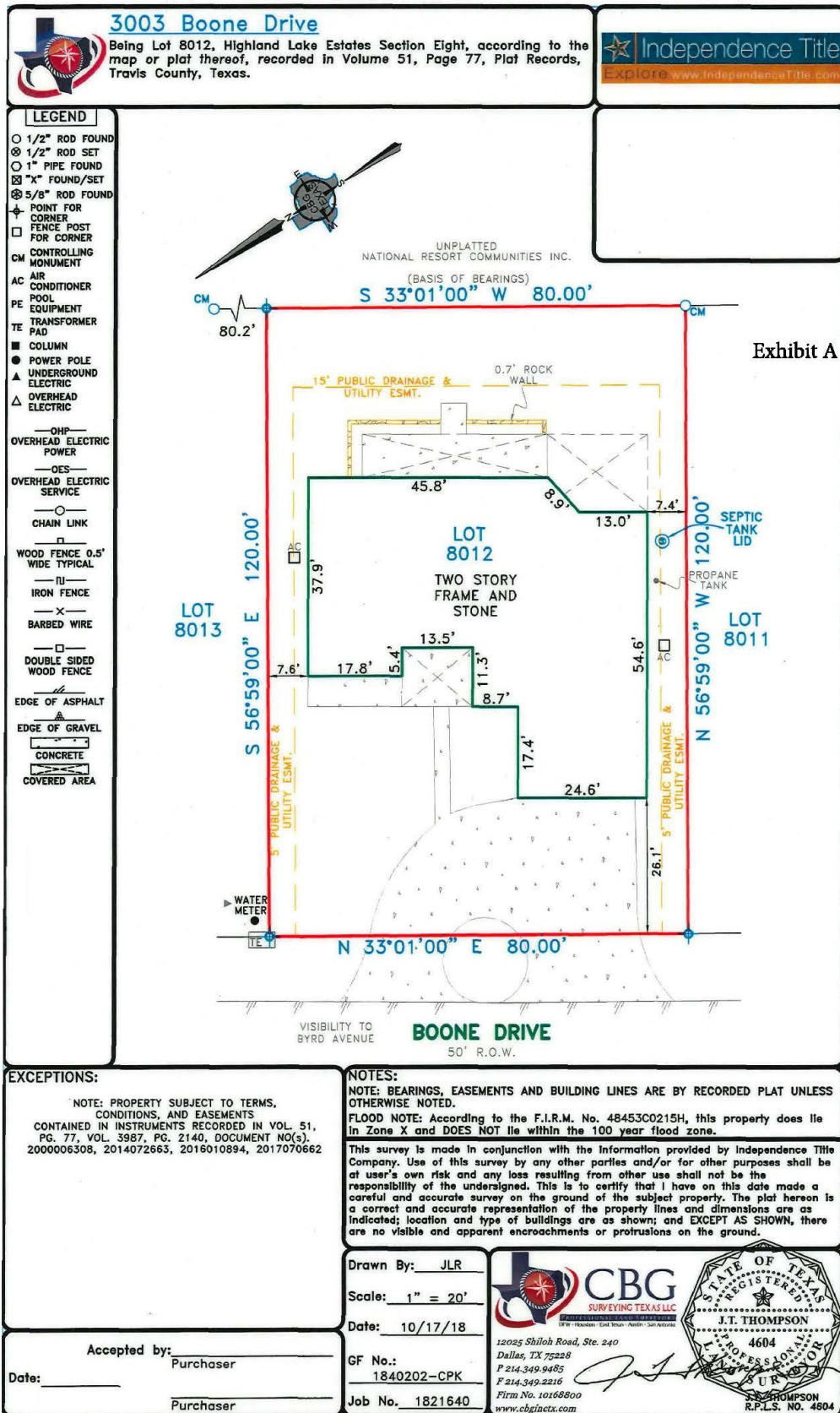
CITY OF LAGO VISTA, TEXAS

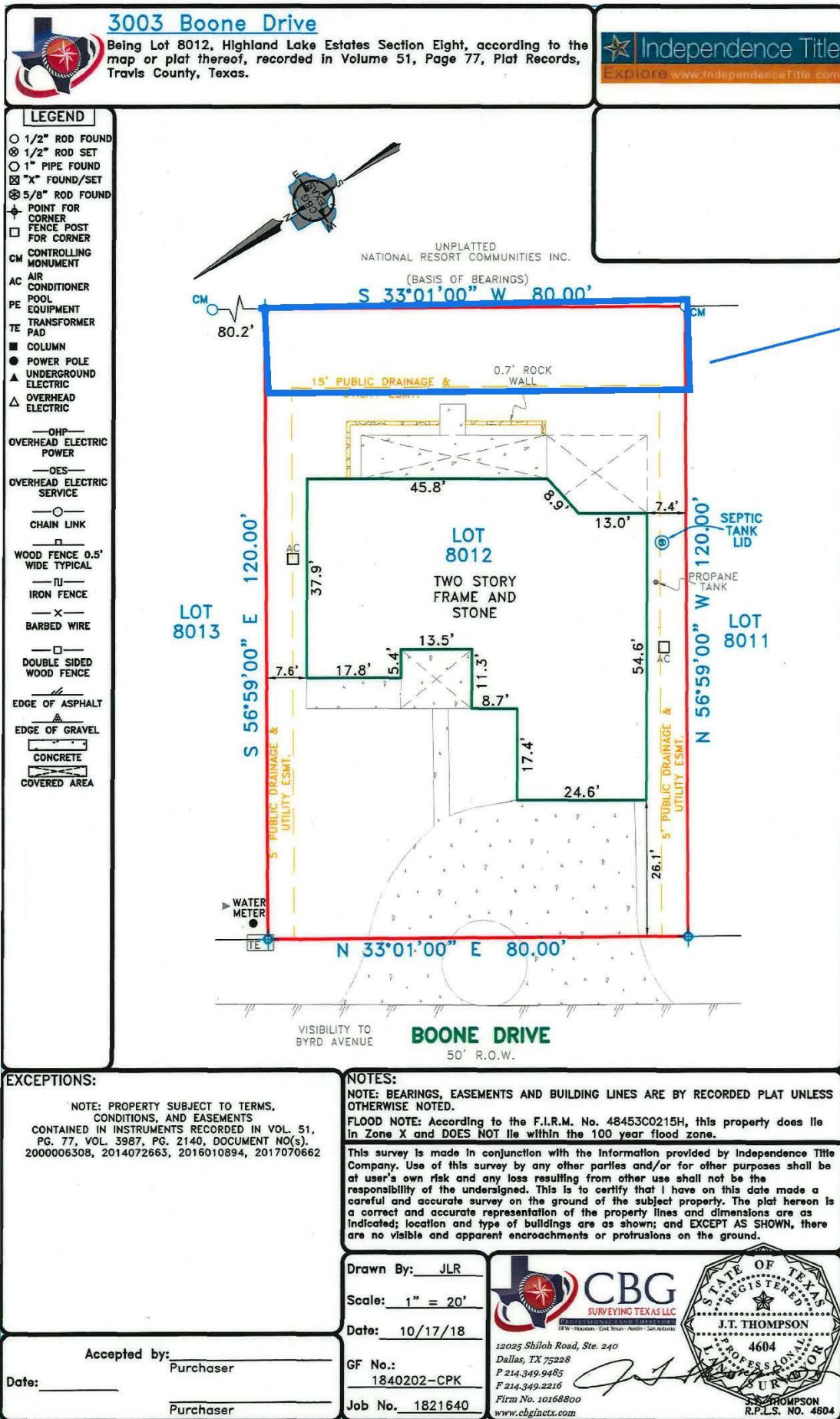
Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

Exhibit A







Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	April 16, 2026
SUBMITTED BY:	Jordan Strohmeyer, Development Services
SUBJECT:	Consideration and possible action to approve Resolution No. 26-2203; Authorizing The Release of Two Fifteen-Foot Public Utility Easements Adjacent To The Common Boundary Line of Lots 12205b And 12210 Highland Lakes Estates, Section Twelve, A Subdivision of Record In Volume 54, Page 35, Plat Records of Travis County, Texas And Located At 20605 Hudson Cove And 20600 Hoover Cove, Lago Vista, Texas; And Providing An Open Meetings Clause.
BACKGROUND:	The property owners, David and Karen West, have requested the release of two fifteen-foot public utility easements located along the shared boundary between Lots 12205B and 12210 in Highland Lakes Estates Section Twelve. The requested easement releases are necessary to allow consolidation of the two lots into a single tract. Utility providers with potential interest in the easement area, including Pedernales Electric Cooperative and Southwestern Bell Telephone Company (AT&T), have released their easement interests or confirmed no objection to the abandonment of the easements. Staff has reviewed the request and determined the easements are not required for municipal utility or drainage purposes. Approval of the easement releases will allow the lot consolidation process to proceed.
FINDINGS:	The subject easements were originally dedicated with the plat of Highland Lakes Estates Section Twelve, recorded in Volume 54, Page 35 of the Plat Records of Travis County, Texas. The easements consist of two fifteen-foot public utility easements located along the shared boundary between Lots 12205B and 12210. The property owners submitted an application requesting release of the easements to facilitate consolidation of the two platted lots into a single residential tract. The consolidation will allow unified development of the property consistent with subdivision standards and zoning requirements applicable to single-family residential uses. As part of the review process, staff coordinated with affected utility providers to verify whether the easements remain necessary for existing

or future infrastructure. Documentation from Southwestern Bell Telephone Company confirms release of telecommunications easement interests within the subject area, and Pedernales Electric Cooperative has similarly released its utility interest. Following review of utility coordination responses and subdivision records, staff determined the easements are not required for current or anticipated public infrastructure needs. Release of the easements will allow completion of the lot consolidation request without impacting access, drainage, or utility service to adjacent properties.

ATTACHMENTS:

[TCAD Hudson.pdf](#)

[TCAD map.pdf](#)

[application.pdf](#)

[ATT&T.pdf](#)

[charter.pdf](#)

[pec.pdf](#)

[TCAD Hoover.pdf](#)

[Resoultion_No._26-2203_final__1_.docx](#)

GENERAL INFO

ACCOUNT

Property ID: 894650
Geographic ID: 0162860181
Type: R
Zoning:
Agent:
Legal Description: HIGHLAND LAKE ESTATES SEC 12
LOT 12205B
Property Use:

OWNER

Name: WEST DAVID & KAREN WEST
Secondary Name:
Mailing Address: 20600 HOOVER CV LAGO VISTA TX
78645-7056
Owner ID: 1624658
% Ownership: 100.000000
Exemptions:

LOCATION

Address: 20605 HUDSON CV, TX 78645
Market Area:
Market Area CD: S1009
Map ID: 015987

PROTEST

Protest Status:
Informal Date:
Formal Date:

VALUES

CURRENT VALUES

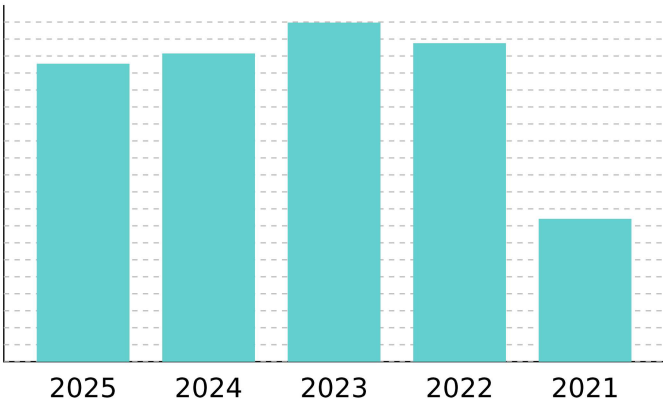
Land Homesite: \$0
Land Non-Homesite: \$87,686
Special Use Land Market: \$0
Total Land: \$87,686

Improvement Homesite: \$0
Improvement Non-Homesite: \$0
Total Improvement: \$0

Market: \$87,686
Special Use Exclusion (-): \$0
Appraised: \$87,686
Value Limitation Adjustment (-): \$0

Net Appraised: \$87,686

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2025	\$87,686	\$0	\$0	\$87,686	\$0	\$87,686
2024	\$90,750	\$0	\$0	\$90,750	\$0	\$90,750
2023	\$99,825	\$0	\$0	\$99,825	\$0	\$99,825
2022	\$93,775	\$0	\$0	\$93,775	\$0	\$93,775
2021	\$42,000	\$0	\$0	\$42,000	\$0	\$42,000

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
03	TRAVIS COUNTY	0.375845	\$87,686	\$87,686
0A	TRAVIS CENTRAL APP DIST	0.000000	\$87,686	\$87,686
16	LAGO VISTA ISD	1.016900	\$87,686	\$87,686
1B	TRAVIS CO ESD NO 7	0.099967	\$87,686	\$87,686
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.118023	\$87,686	\$87,686
41	TRAVIS CO ESD NO 1	0.100000	\$87,686	\$87,686
49	CITY OF LAGO VISTA	0.420000	\$87,686	\$87,686

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1:	1 FAM DWELLING	Improvement Value:	\$0	Main Area:	2,744
State Code:	C1	Description:	SFR	Gross Building Area:	7,150

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	XX		0	2024	2024	2,132
2ND	2nd Floor	XX		0	2024	2024	612
041	GARAGE ATT 1ST F	XX		0	2024	2024	678
095	HVAC RESIDENTIAL	XX		0	2024	2024	2,744
011	PORCH OPEN 1ST F	XX		0	2024	2024	360
011	PORCH OPEN 1ST F	XX		0	2024	2024	615
250	HALF BATHROOM	XX		0	2024	2024	1
251	BATHROOM	XX		0	2024	2024	3
252	BEDROOMS	XX		0	2024	2024	4
522	FIREPLACE	XX		0	2024	2024	1

Improvement Features

Improvement #2:	ADDITIONAL LIVING	Improvement Value:	\$0	Main Area:	770
State Code:	C1	Description:	ACCESSORY LIVING QUARTERS	Gross Building Area:	1,751

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	XX		0	2024	2024	770
095	HVAC RESIDENTIAL	XX		0	2024	2024	770
011	PORCH OPEN 1ST F	XX		0	2024	2024	210
251	BATHROOM	XX		0	2024	2024	1

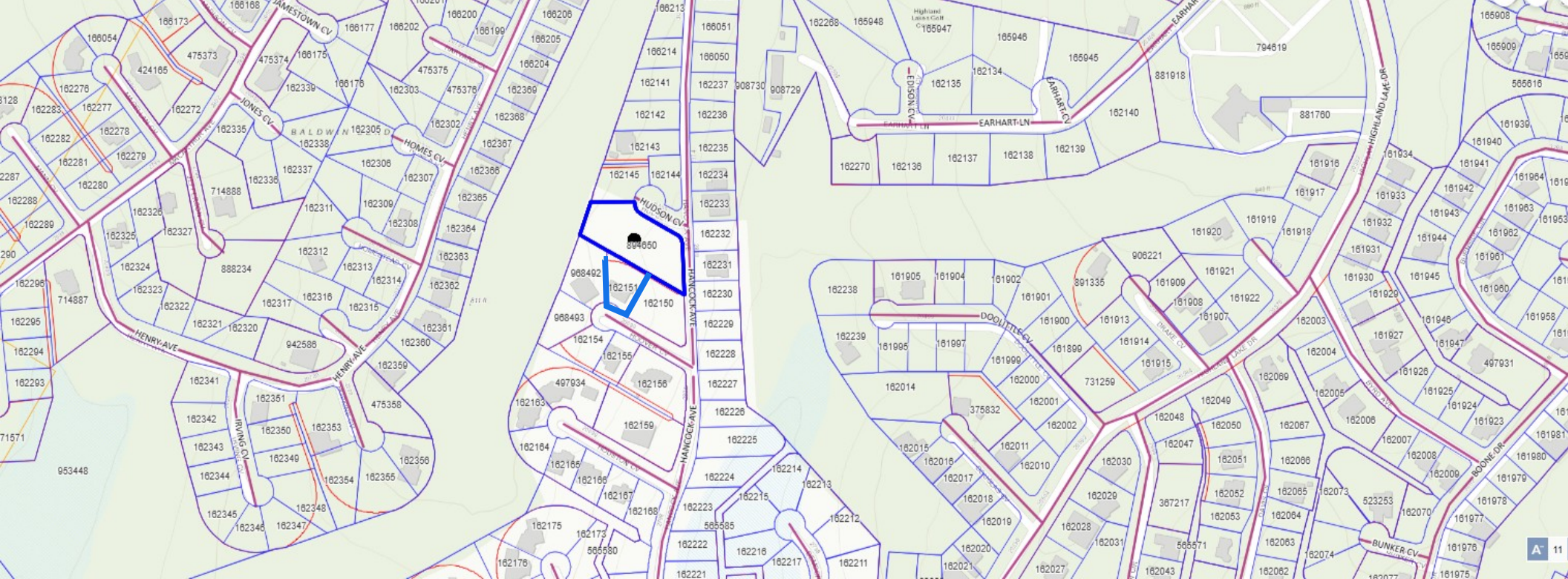
Improvement Features

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
LAND	Land	0.8650	37,679.4	\$2.33	\$87,686	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
6/10/17	CD	CORRECTION DANNER CYNTHIA DEED	L & MARK A PETE	WEST DAVID & KAREN WEST				2023000467





Development Services
5803 Thunderbird Street PO Box 4727
Lago Vista, TX 78645

Office: 512-267-5259
E-mail: development@lago-vista.org

Application for Vacation of Easement

Application is hereby made for the release of the following easement(s) as described below (please print): The easement is on property legally described as:

Subdivision: Highland Lakes Estates Section: 12 Block: _____

Lot Numbers: 12205B & 12210

Street Address: 20605 Hudson Cove & 20600 Hoover Cove

As recorded in Volume _____, Page _____, of the Plat Records of Travis County, Texas.

Provide common description of the easement requested for release, indicating the amount of the easement to be released (Ex: Five foot P.U.E. & D.E. on either side of the common lot line between lots X and X).

The Lot line shared between 12205B & 12210

Reason for requesting release: (Ex: Single Family Residence, Accessory Building, etc.)
Lot Consolidation of the two lots listed.

[Please note: If multiple owners are making this request, complete name/address/phone must be provided for all.]

Property owner's name(s): David and Karen West

Mailing address: 20600 Hoover Cove Lago Vista Texas 78645
Number & Street City State Zip code

Phone: (954) 445 - 5070 () _____ Email: dwest@biolase.com westyone1@yahoo.com
Day time Cell

The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with the procedure for requesting release of easements established by each utility provider. It is further understood that acceptance of this application does not obligate the Utility Provider to release the subject easement.

[Signature]
Signature of Applicant/Agent

2-17-26
Date

I authorize the following person/company to act on my behalf as my designated agent.

Name of agent/company: Inspire Luxury Homes LLC Joseph Wolf
Name of Company Name of Contact

Phone Numbers: () _____ (512) 351 -1979 Email: jjwolf@inspireluxury.homes
Daytime Cell

[Signature]
Signature of Applicant/Agent

02/17/26
Date



SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY*, a Delaware corporation, GRANTOR AND, Omayra Santos Otero and Josue Rivera Class, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Highland Lakes Estates Section 12
Lot 12210 / Lot 12205B
20600 HOOVER CV / 20605 HUDSON CV, TX 78645

Said land of GRANTEE being subject to:

The portion of said easements to be hereby released is described as follows:
Easement between LOT 12210 and 1205B, 20 feet. 20' x 112.96' = 2259.20 SF

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 22nd day of January 2026.

SOUTHWESTERN BELL TELEPHONE COMPANY

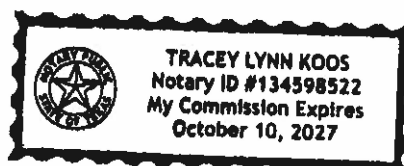


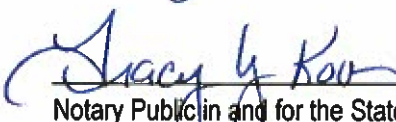
Name: Alfredo F Garza
Title: OSP Design Engineer

THE STATE OF TX
COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally
Appeared Alfredo Garza, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the apt and deed of said corporation.

Given under my hand and seal of office this the 22nd day of January, 2025.





Notary Public in and for the State of Tx
My Commission Expires October 10, 2027



Martin Salazar

Martin.salazar@charter.com

730 W Stassney Lane

Austin, TX 78745

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: **HIGHLAND LAKE ESTATES SEC 12**

Lot and Block Numbers: **LOTS 12210 & 12205B**

Street Address: **20600 HOOVER COVE, LAGO VISTA, TX 78645 & 20605 HUDSON COVE, LAGO VISTA, TX 78645**

Property Owner: **DAVID & KAREN WEST**

STATEMENT

 X Charter Communications **does not** have a need for an easement on the property as described in the accompanying document.

 Charter Communications **does** have a need for an easement on the property as described in the accompanying document.

Charter Communications

Construction Coordinator
Title

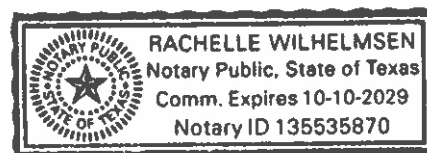
Martin Salazar
Print Name

[Signature]
Signature

State of Texas County of Travis

This instrument was acknowledged before me on January 13th, 2020

By [Signature]
Notary Public



44

RELEASE OF EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

WHEREAS, National Resort Communities, Inc., as previous owner of all lots in Highland Lake Estates, Section 12, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Highland Lake Estates, Section 12 Subdivision, said easements being recorded in Volume 54, Page 35 of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated easements referred to herein above include and are comprised in part by strips of land fifteen feet (15') in width along the rear lot line of all lots within Highland Lake Estates, Section 12 Subdivision, in Travis County, Texas; and,

WHEREAS, David West and Karen Kirschner West, as current owners of Lots 12205A, 12207, and 12210 in Highland Lake Estates, Section 12 Subdivision, desire that the said fifteen foot (15') public utility easements along the rear lot line of Lots 12205A, 12207, and 12210 in Highland Lake Estates, Section 12 Subdivision, be abandoned and released in full; and

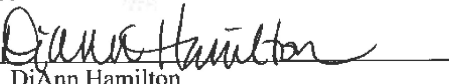
WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said fifteen foot (15') public utility easements along the rear lot line of Lots 12205A, 12207, 12210 in Highland Lake Estates, Section 12 Subdivision, in Travis County, Texas, and referred to hereinabove.

EXECUTED: June 16, 2023

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY:



DiAnn Hamilton

Electrical Distribution Planning & Design Mgr.

THE STATE OF TEXAS

§

§

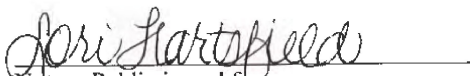
COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared DiAnn Hamilton, Electrical Distribution Planning and Design Manager of Pedernales Electric Cooperative, Inc., a 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE June 16, 2023




Notary Public in and for
The State of Texas

GENERAL INFO

ACCOUNT

Property ID: 162151
Geographic ID: 0162860111
Type: R
Zoning:
Agent:
Legal Description: LOT 12210 HIGHLAND LAKE
ESTATES SEC 12 AMENDED & ABS
2534 SUR 36 CANTWELL J ACR .0343

Property Use:

OWNER

Name: WEST DAVID & KAREN WEST

Secondary Name:

Mailing Address: 20600 HOOVER CV LAGO VISTA TX
78645-7056
Owner ID: 1624658
% Ownership: 100.000000
Exemptions: HS - Homestead

LOCATION

Address: 20600 HOOVER CV, LAGO VISTA TX
78645

Market Area:
Market Area CD: S1000
Map ID: 015987

PROTEST

Protest Status:
Informal Date:
Formal Date:

VALUES

CURRENT VALUES

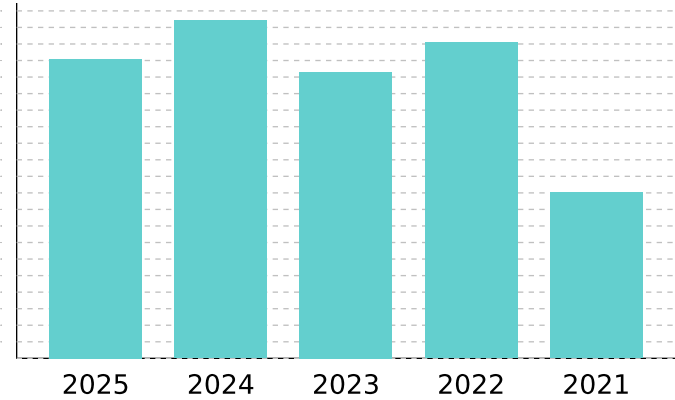
Land Homesite: \$53,658
Land Non-Homesite: \$0
Special Use Land Market: \$0
Total Land: \$53,658

Improvement Homesite: \$398,251
Improvement Non-Homesite: \$0
Total Improvement: \$398,251

Market: \$451,909
Special Use Exclusion (-): \$0
Appraised: \$451,909
Value Limitation Adjustment (-): \$108,449

Net Appraised: \$343,460

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2025	\$53,658	\$398,251	\$0	\$451,909	\$108,449	\$343,460
2024	\$50,000	\$460,385	\$0	\$510,385	\$198,149	\$312,236
2023	\$55,000	\$377,901	\$0	\$432,901	\$149,050	\$283,851
2022	\$55,000	\$422,404	\$0	\$477,404	\$219,358	\$258,046
2021	\$15,750	\$234,786	\$0	\$250,536	\$15,949	\$234,587

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
03	TRAVIS COUNTY	0.375845	\$343,460	\$274,768
0A	TRAVIS CENTRAL APP DIST	0.000000	\$343,460	\$343,460
16	LAGO VISTA ISD	1.016900	\$343,460	\$134,768
1B	TRAVIS CO ESD NO 7	0.099967	\$343,460	\$343,460
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.118023	\$343,460	\$274,768
41	TRAVIS CO ESD NO 1	0.100000	\$343,460	\$343,460
49	CITY OF LAGO VISTA	0.420000	\$343,460	\$274,768

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1:	1 FAM DWELLING	Improvement Value:	\$398,251	Main Area:	2,212
State Code:	A1	Description:	1 FAM DWELLING	Gross Building Area:	5,952

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	R5		0	1978	1978	1,236
2ND	2nd Floor	R5		0	1978	1978	640
604	POOL RES CONC	R5		0	1978	1978	1
1ST	1st Floor	R5		0	1978	1978	336
041	GARAGE ATT 1ST F	R5		0	1978	1978	540
095	HVAC RESIDENTIAL	R5		0	1978	1978	2,212
512	DECK UNCOVERED	R5		0	1978	1978	300
522	FIREPLACE	R5		0	1978	1978	1
612	TERRACE UNCOVERD	R5		0	1978	1978	400
011	PORCH OPEN 1ST F	R5		0	1978	1978	44
SO	Sketch Only	R5		0	1978	1978	240
251	BATHROOM	R5		0	1978	1978	2

Improvement Features
1ST Floor Factor: 1ST, Shape Factor: R
1ST Foundation: SLAB, Roof Style: GABLE, Floor Factor: 1ST, Shape Factor: R, Roof Covering: COMPOSITION SHINGLE
2ND Shape Factor: R, Floor Factor: 2ND

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
LAND	Land	0.2591	11,286.4	\$4.75	\$53,658	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
10/13/14	WD	WARRANTY DEED	MARTIN BARRY M	WEST DAVID & KAREN WEST				2014154798 TR
5/2/08	WD	WARRANTY DEED	NOWAK BRYAN J	MARTIN BARRY M				2008074013 TR

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
4/27/01	WD	WARRANTY DEED	ALGER MARK T	NOWAK BRYAN J		00000	00000	2001066794 TR
12/15/97	WD	WARRANTY DEED	SIDEREAS ARTHUR L & EILEEN B	ALGER MARK T		13086	02996	
	WD	WARRANTY DEED		SIDEREAS ARTHUR L & EILEEN B		00000	00000	

RESOLUTION NO. 26-2203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AUTHORIZING THE RELEASE OF TWO FIFTEEN-FOOT PUBLIC UTILITY EASEMENTS ADJACENT TO THE COMMON BOUNDARY LINE OF LOTS 12205B AND 12210 HIGHLAND LAKES ESTATES, SECTION TWELVE, A SUBDIVISION OF RECORD IN VOLUME 54, PAGE 35, PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND LOCATED AT 20605 HUDSON COVE AND 20600 HOOVER COVE, LAGO VISTA, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the applicants and property owners, David and Karen West, request the release of two fifteen-foot public utility easements adjacent to the common boundary line of Lots 12205B and 12210, Highland Lakes Estates, Section Twelve, a subdivision of record in Volume 54, Page 35, Plat Records of Travis County, Texas. The subdivision plat is attached as Exhibit A;

Whereas, the owners plan to consolidate the two lots into one larger lot to allow for the construction of a single-family residence. An exhibit showing the location of the easements to be abandoned is attached as Exhibit B;

Whereas, Staff has verified all easement interest holders have abandoned their easement interests and confirmed that the easements may be released;

Whereas, the easements are located on properties addressed as 20605 Hudson Cove and 20600 Hoover Cove, Lago Vista, Texas, Travis CAD ID Nos. 894650 and 162151;

Whereas, Staff recommends Council authorize the release of two fifteen-foot public utility easements adjacent to the common boundary line of Lots 12205B and 12210, Highland Lakes Estates, Section Twelve, a subdivision of record in Volume 54, Page 35, Plat Records of Travis County, Texas;

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Section 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2: The City Council authorizes the release of two fifteen-foot public utility easements adjacent to the common boundary line of Lots 12205B and 12210, Highland Lakes Estates, Section Twelve, a subdivision of record in Volume 54, Page 35, Plat Records of Travis County, Texas and located at 20605 Hudson Cove and 20600 Hoover Cove, Lago Vista, Texas and authorizes the City Manager, or his designee, to execute any necessary documents.

Section 3: It is hereby officially found. and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this ____ day of April 2026.

CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

STATE OF TEXAS:
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS THAT, DAVID WEST AND KAREN WEST, BEING THE OWNER OF LOT 12205C, HIGHLAND LAKE ESTATES, SECTION TWELVE, A SUBDIVISION IN THE CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 200400002 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, LOT 12210, HIGHLAND LAKE ESTATES, SECTION TWELVE, A SUBDIVISION IN THE CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 54, PAGE 35 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING DESCRIBED IN DOCUMENT NO. 2014154788 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF TRACT 112.2 DESCRIBED IN DOCUMENT RECORDED IN DOCUMENT NO. 2009635235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY REPEAT THE SAME AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT OF SAG SUBDIVISION TO BE KNOWN AS "LOT 12205C, HIGHLAND LAKE ESTATES, SECTION TWELVE" AS THE OFFICIAL PLAT OF SAME.

DAVID WEST - OWNER

KAREN WEST - OWNER

STATE OF TEXAS:
COUNTY OF _____

BEFORE ME, IN AND FOR THE CITY OF LAGO VISTA AND STATE, ON THIS DAY PERSONALLY APPEARED DAVID WEST AND KAREN WEST KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS _____

CITY OF LAGO VISTA APPROVAL:

Exhibit A Subdivision Plat

ADMINISTRATION, CITY OF LAGO VISTA, TEXAS _____ DATE _____

ATTEST:

CITY SECRETARY, CITY OF LAGO VISTA, TEXAS _____ DATE _____

PER THE CURRENT CITY ORDINANCE NO. 23-09-07-05, THIS SUBDIVISION IS WITHIN THE CITY LIMITS OF LAGO VISTA, DATED THE 7TH DAY OF SEPTEMBER, 2023.

STATE OF TEXAS:
COUNTY OF _____

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPEAT OF "LOT 12205C, HIGHLAND LAKE ESTATES, SECTION TWELVE" WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 11TH DAY OF FEBRUARY, 2026.

K.C. LUST, R.P.L.S. NO. 5279

PRELIMINARY - ADMINISTRATIVE REVIEW

PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 136.81(a), THIS DOCUMENT IS "PRELIMINARY." THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

STATE OF TEXAS:
COUNTY OF _____

I, DYANA LIMON-MERCADO, COUNTY CLERK OF TRAVIS COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THIS DAY OF _____, 2026, AT _____ O'CLOCK _____ M., IN VOLUME _____ PAGE _____ OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AS DOCUMENT NO. _____

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2026.

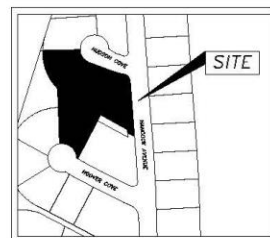
BY: _____

DEPUTY

NOTES:

1. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOT 12205C, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF LAGO VISTA, TEXAS.
2. OWNER TO CONFIRM ALL SETBACK, EASEMENT, AND DESIGN REGULATIONS PRIOR TO DESIGNING AND/OR CONSTRUCTION ON THIS PROPERTY WITH THE PROPER REGULATORY AGENCY.
3. ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE SETBACKS AS SET FORTH IN THE CITY OF LAGO VISTA CODE OF ORDINANCE, THIS PROPERTY APPEARS TO BE ZONE R-1, SINGLE FAMILY RESIDENTIAL DISTRICT.
4. SITE CLEARING, BUSH CUTTING, CUTS AND FILLS SHALL BE IN ACCORDANCE WITH ARTICLE 15.105 OF THE CITY OF LAGO VISTA CODE OF ORDINANCES.
5. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS ON THE ORIGINAL PLAT RECORDED IN VOLUME 54, PAGE 35, PLAT RECORDS TRAVIS COUNTY, TEXAS.
6. THIS PLAT HEREBY OULETS AND TAKES PLACE OF LOT 12205C, HIGHLAND LAKE ESTATES, SECTION TWELVE, A SUBDIVISION IN THE CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 200400002 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, LOT 12210, HIGHLAND LAKE ESTATES, SECTION TWELVE, A SUBDIVISION IN THE CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 54, PAGE 35 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING DESCRIBED IN DOCUMENT NO. 2014154788 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF TRACT 112.2 DESCRIBED IN DOCUMENT RECORDED IN DOCUMENT NO. 2009635235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
7. SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOODS) AS GRAPHICALLY IDENTIFIED ON FEMA (F.I.R.M., MAP NO. 48453C0181, EFFECTIVE 6/1/2020).
8. BASED ON READABLE TEXAS COORDINATE SYSTEM 2011 (NAD83) - CENTRAL ZONE.
9. THE DISTANCES SHOWN HEREON ARE GRID VALUES, FOR SURFACE VALUES APPLY A CORRECTED SCALE FACTOR OF 1.00010556 FEET.
10. GRANITE HAS OBTAINED, SOLD, AND CONVEYED BY THESE PRESENTS DOES HEREBY DEDICATE A NON-EXCLUSIVE, PERPETUAL PUBLIC UTILITY EASEMENT ("PUE"), TOGETHER WITH THE RIGHT OF MOVER AND EGRESS, FOR THE PURPOSE OF PLACING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, RELOCATING, AND REMOVING, OR CAUSING TO BE PLACED, CONSTRUCTED, OPERATED, REPAIRED, MAINTAINED, REPAIR, REPLACED, RELOCATED, AND REMOVED, STRUCTURES OR IMPROVEMENTS NECESSARY AND USEFUL FOR TELECOMMUNICATIONS FACILITIES, CABLE, FIBER, AND OTHER ELECTRICITY, DATA TRANSMISSION FACILITIES, AND ALL ERECTING DISTRIBUTION LINES CONSISTING OF VARIOUS NUMBER OF WIRE, FIBER, AND ALL NECESSARY OR REASONABLE APPROPRIATE AND OTHER FACILITIES USEFUL OR NECESSARY FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC UTILITY SERVICES, INCLUDING WATER MAINS AND SERVICE LINES, WASTEWATER PIPES AND SERVICE LINES, DRAINAGE PIPE AND CHANNEL SYSTEMS, AND ALL OTHER ASSOCIATED APPURTENANCES WITH THE AFOREMENTIONED UTILITIES.

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66	1/2" VERT. DIST. (VERTICAL DISTANCE)
67	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
68	1/2" VERT. DIST. (VERTICAL DISTANCE)
69	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
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76	1/2" VERT. DIST. (VERTICAL DISTANCE)
77	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
78	1/2" VERT. DIST. (VERTICAL DISTANCE)
79	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
80	1/2" VERT. DIST. (VERTICAL DISTANCE)
81	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
82	1/2" VERT. DIST. (VERTICAL DISTANCE)
83	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
84	1/2" VERT. DIST. (VERTICAL DISTANCE)
85	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
86	1/2" VERT. DIST. (VERTICAL DISTANCE)
87	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
88	1/2" VERT. DIST. (VERTICAL DISTANCE)
89	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
90	1/2" VERT. DIST. (VERTICAL DISTANCE)
91	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
92	1/2" VERT. DIST. (VERTICAL DISTANCE)
93	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
94	1/2" VERT. DIST. (VERTICAL DISTANCE)
95	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
96	1/2" VERT. DIST. (VERTICAL DISTANCE)
97	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
98	1/2" VERT. DIST. (VERTICAL DISTANCE)
99	1/2" HORIZ. DIST. (HORIZONTAL DISTANCE)
100	1/2" VERT. DIST. (VERTICAL DISTANCE)

AULIN ASSOCIATES
LAND SURVEYORS & PLANNERSLOCATION MAP
(NOT TO SCALE)

BEING LOT 12205C, HIGHLAND LAKE ESTATES, SECTION TWELVE, A SUBDIVISION IN THE CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 200400002 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, LOT 12210, HIGHLAND LAKE ESTATES, SECTION TWELVE, A SUBDIVISION IN THE CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 54, PAGE 35 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING DESCRIBED IN DOCUMENT NO. 2014154788 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF TRACT 112.2 DESCRIBED IN DOCUMENT RECORDED IN DOCUMENT NO. 2009635235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, TO BE KNOWN AS

LOT 12205C, HIGHLAND LAKE ESTATES, SECTION TWELVE

FORM NO. 70002	1500 OLIVE LANE MARBLE FALLS, TX 78654 TEL: 281-583-0300 FAX: 281-583-0315 WWW.CULPINASSOCIATES.COM	SCALE 1" = 30'	1 OF 1
PREPARED FOR: DAVID AND KAREN WEST			
DESIGN: P. J. ANDERSON/IN			
APPROVED: K.C. LUST			
FIELDWORK PERFORMED ON: 09/19/2023, 1/23/2024			
COMPILED: J. J. JONES			
PROFESSIONAL FIRM NO. 15128405			
DATE	DESCRIPTION	REVISIONS	

Exhibit B

[illegible]

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Jordan Strohmeyer, Development Services

SUBJECT: Consideration and possible action to approve Resolution No. 26-2204 - Resolution No. 26-2208 to accept utility easements from the Tessera Development for water and wastewater infrastructure within the Tessera neighborhood.

BACKGROUND: The Tessera Development has dedicated multiple utility easements necessary to support the extension and operation of municipal water and wastewater infrastructure serving the Tessera neighborhood and adjacent service areas. Acceptance of these easements provides the City with the legal authority required to construct, access, operate, maintain, repair, and replace public utility infrastructure associated with the subdivision's water distribution and wastewater collection systems. These easements establish continuous infrastructure corridors needed for system connectivity between existing and planned utility facilities, including transmission lines, collection lines, and related appurtenances supporting neighborhood-scale service delivery. Securing these corridors in advance of construction ensures that the City retains long-term operational access to critical infrastructure and protects the integrity of the municipal utility network as the Tessera neighborhood continues to develop. The easement instruments have been signed by the owner, reviewed by staff and are in a form acceptable for Council consideration. Acceptance of these easements represents a standard step in the implementation of subdivision-related infrastructure improvements and supports coordinated delivery of municipal services consistent with approved development plans.

FINDINGS: As part of the ongoing development of the Tessera neighborhood, the developer has dedicated multiple utility easements to accommodate municipal water and wastewater infrastructure required to serve the subdivision and support long-term system expansion within this portion of the City. These easements provide corridors necessary for the placement of water distribution lines, wastewater collection facilities, and associated infrastructure required to maintain

continuity of service throughout the development area. The easements support installation and operation of infrastructure serving multiple components of the Tessera utility system, including transmission connections, neighborhood distribution lines, and supporting utility facilities necessary to ensure adequate service capacity as development progresses through subsequent phases. Acceptance of these easements ensures that the City secures the property interests required to construct and maintain infrastructure in locations consistent with approved engineering plans and subdivision servicing requirements.

These easements are being accepted in advance of, or concurrent with, infrastructure construction activities to ensure that the City maintains permanent access for inspection, maintenance, repair, and replacement of public facilities. Acceptance does not authorize construction activities independently; all infrastructure improvements remain subject to approval of engineering plans and applicable permitting requirements. Approval of this item supports orderly infrastructure implementation, protects long-term access to municipal utility facilities, and advances coordinated extension of water and wastewater service consistent with the City's subdivision standards and utility planning framework for the Tessera neighborhood.

ATTACHMENTS:

[2026-01-29 Elevated Storage Tank Waterline Easements- 4.pdf](#)

[2026-01-29 Lift Station Waterline Easements- 5.pdf](#)

[2026-01-29 Lift Station Waterline Easements- 7.pdf](#)

[2026-01-29 Offsite Waterline Easements.1.pdf](#)

[2026-01-29 Offsite Waterline Easements- 2.pdf](#)

[Sanitary Sewer Easements.jpg](#)

[2026-03-02 Wastewater Facilities Easement.pdf](#)

[Resolution No. 26-2204 Easement Toll Southwest to City_wastewater line.docx](#)

[Resolution No. 26-2205 Easement Toll Southwest to City_water facilities and access.docx](#)

[Resolution No. 26-2206 Easement Toll Southwest to City_waterline_.docx](#)

[Resolution No. 26-2207 Easement Hines Lake Travis Land II to City_waterline.docx](#)

[Resolution No. 26-2208 Easement Toll Southwest to City_lift station and access.docx](#)

Access Easement Agreement (“Easement Agreement”)
(Elevated Storage Tank)

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver’s license number.

Date: _____

Grantor: TOLL SOUTHWEST, LLC, a Delaware limited liability company

Grantor’s Mailing Address: 1320 Arrow Point Drive, Suite 401
 Cedar Park, Texas 78613

Grantee: THE CITY OF LAGO VISTA, a municipal corporation situated in the County of Travis in the State of Texas

Grantee’s Mailing Address: 5803 Thunderbird, Lago Vista, Travis County, TX 78645

Dominant Estate Property: Approximately 1.828 acres of land, more or less out the F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, in Travis County, Texas, as more particularly described by metes and bounds in the attached Exhibit A.

Easement Property: An approximately 1.798-acre tract of land described by metes and bounds and shown in the attached Exhibit B.

Easement Purpose: Subject to all matters of record, materially uninterrupted, pedestrian and vehicular access between the Dominant Estate Property and Tessera Parkway.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: Grantor reserves all rights not expressly granted in this Agreement, including all rights, privileges and appurtenances on, in or appertaining to its property.

Exceptions to Warranty: The grant of easement set forth above is subject to all matters of public record as of the date of this Agreement, but no monetary liens, deeds of trusts or similar encumbrances, created by, through or under Grantor.¹

¹ We will need a consent and/or joinder from lender.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants and conveys to Grantee and Grantee's successors and assigns a non-exclusive easement over, on, and across the surface of Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors in interest to fee title to the Easement Property to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive. The Easement is for the benefit of Grantee and Grantee's successors and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* Subject to the terms of this Easement Agreement, the duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Property in conjunction with Holder and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement Property.

4. *Relocation and Release of Easement.* Grantor reserves for Grantor and Grantor's successors and assigns the right to relocate any time, and from time to time, the Easement from a public road, subject to Holder's approval of the relocation of the Easement, which approval will not be unreasonably denied, delayed, or conditioned. Upon the Holder approving the construction of an alternate access easement route to the Dominant Estate, Grantor shall have the right to record an instrument that amends this Easement Agreement by replacing the description of the Easement Property in Exhibit B with a description of the constructed alternative access easement route. Upon Holder having the right and ability to access the Dominant Estate by direct access to a public road dedicated to and accepted by Grantee or by a new access easement approved by Grantee, Grantor shall have the right to record an instrument terminating this Easement Agreement in the Official Public Records of Travis County, Texas.

4. INTENTIONALLY DELETED.

5. *Construction on and Maintenance of Easement Property.* Construction and maintenance of an access road on the Easement Property will be at the sole expense of Holder. Holder acknowledges and agrees that Grantor intends to install underground utility lines installed pursuant to one or more easements granted by Grantor that will cross the Easement Property and the Adjacent Property. Holder is solely responsible for taking all reasonable steps to avoid damaging the underground utilities and repairing all damages to the underground utility lines as quickly as is reasonably possible. Holder must maintain the surface of Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the access road across any portion of the Easement Property in a lien free manner and in accordance with all laws (collectively, the "Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Notwithstanding the foregoing, Holder shall repair and/or restore the surface of the Easement Property to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by Holder's exercise of its rights hereunder, at Holder's sole cost and expense. Holder has the right to remove or relocate any fences within the Easement Property but if reasonably necessary to construct, install, maintain, replace, or remove the Improvements, subject to Holder's obligation to replace of the fences to their original condition within thirty (30) days of the completion of the work, at Holder's sole cost and expense.

6. *Equitable Rights of Enforcement.* To the extent allowed by law, this Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* The Parties will pay for their own attorney's fees incurred because of a dispute even if the dispute results in litigation.

8. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective successors and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

11. *Waiver of Default.* A default is not waived if the non-defaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

14. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not in this agreement or any exhibits.

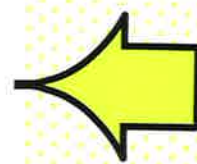
15. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

[signature pages begin on next page]

GRANTOR:**TOLL SOUTHWEST, LLC,**

a Delaware limited liability company

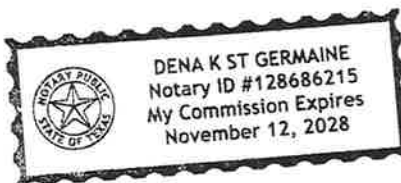
By: [Signature]Name: Brandon CooperTitle: Division President

THE STATE OF TEXAS §
 COUNTY OF Williamson §

This instrument was acknowledged before me on January 14, 2026 by Brandon Cooper, the Division President of Toll Southwest, LLC, a Delaware limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of January 2026.

Dena St. Germaine
 Notary Public-State of Texas



GRANTEE:**CITY OF LAGO VISTA, TEXAS, a Texas home rule municipal corporation**

By: _____

Shane R. Saum, Mayor

Date: _____

ATTEST:

Robin Smith, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2026 vote to authorize the acceptance of this dedication of the Easement.

Shane R. Saum, Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026 by Shane R. Saum, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

AFTER RECORDING RETURN TO

Robin Smith
City Secretary
City of Lago Vista, Texas
5803 Thunderbird Drive Lago
Vista, Texas 78645

EXHIBIT A
DESCRIPTION OF DOMINANT ESTATE

WATER TANK LOT LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TOLL SOUTHWEST LLC, RECORDED IN DOCUMENT NO. 2022021287, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON SPINDLE SET AT THE MOST EASTERLY CORNER OF SAID TOLL SOUTHWEST LLC TRACT, SAID POINT BEING THE NORTH CORNER OF LOT 92, BLOCK B, TESSERA ON LAKE TRAVIS PHASE 1A, RECORDED IN DOCUMENT NO. 201400071, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 201300034, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 656.27 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID TOLL SOUTHWEST LLC TRACT AND SAID SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431, THE FOLLOWING 6 COURSES:

1. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 39 MINUTES 38 SECONDS, AN ARC LENGTH OF 271.01 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 04 DEGREES 55 MINUTES 16 SECONDS WEST A DISTANCE OF 269.09 FEET TO A 1/2" REBAR FOUND;
2. NORTH 06 DEGREES 54 MINUTES 33 SECONDS EAST A DISTANCE OF 78.67 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" FOUND AT THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 631.09 FEET;
3. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29 DEGREES 58 MINUTES 40 SECONDS, AN ARC LENGTH OF 330.19 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 08 DEGREES 02 MINUTES 53 SECONDS WEST A DISTANCE OF 326.44 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" FOUND;
4. NORTH 66 DEGREES 58 MINUTES 27 SECONDS EAST A DISTANCE OF 35.00 FEET TO A PK NAIL FOUND AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 666.09 FEET;
5. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 53 MINUTES 30 SECONDS, AN ARC LENGTH OF 370.76 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 38 DEGREES 58 MINUTES 56 SECONDS WEST A DISTANCE OF 365.99 FEET TO A 1" REBAR FOUND;
6. NORTH 54 DEGREES 56 MINUTES 12 SECONDS WEST A DISTANCE OF 233.01 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 31 DEGREES 41 MINUTES 30 SECONDS WEST A DISTANCE OF 245.10 FEET;

THENCE NORTH 58 DEGREES 18 MINUTES 30 SECONDS WEST A DISTANCE OF 300.00 FEET;

THENCE NORTH 31 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 301.24 FEET TO SAID NORTHERLY LINE OF SAID TOLL SOUTHWEST LLC TRACT, SAID POINT BEING ON SAID SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1008.61 FEET;

THENCE ALONG SAID NORTHERLY LINE OF SAID TOLL SOUTHWEST LLC TRACT, SAID SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 46 MINUTES 25 SECONDS, AN ARC LENGTH OF 277.67 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 46 DEGREES 57 MINUTES 50 SECONDS EAST A DISTANCE OF 276.80 FEET TO A 1" REBAR FOUND;

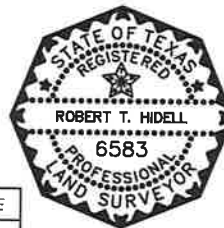
THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID TOLL SOUTHWEST LLC TRACT AND SAID SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431, SOUTH 54 DEGREES 56 MINUTES 12 SECONDS EAST A DISTANCE OF 28.66 FEET TO THE POINT OF BEGINNING, CONTAINING 79,638 SQUARE FEET OR 1.828 ACRES OF LAND, MORE OR LESS.

Robert T. Hidell

ROBERT T. HIDEELL
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6583
DATE: MARCH 12, 2024

COURSE TABLE

COURSE	BEARING	DISTANCE
L1	R= 656.27' Tan: 137.46' Chd: N 04°55'16" W	A: 271.01' CA: 23°39'38" 269.09'
L2	N 06°54'33" E	78.67'
L3	R= 631.09' Tan: 168.97' Chd: N 08°02'53" W	A: 330.19' CA: 29°58'40" 326.44'
L4	N 66°58'27" E	35.00'
L5	R= 666.09' Tan: 190.32' Chd: N 38°58'56" W	A: 370.76' CA: 31°53'30" 365.99'
L6	N 54°56'12" W	233.01'
L7	S 31°41'30" W	245.10'
L8	N 58°18'30" W	300.00'
L9	N 31°41'30" E	301.24'
L10	R= 1008.61' Tan: 139.72' Chd: S 46°57'50" E	A: 277.67' CA: 15°46'25" 276.80'
L11	S 54°56'12" E	28.66'



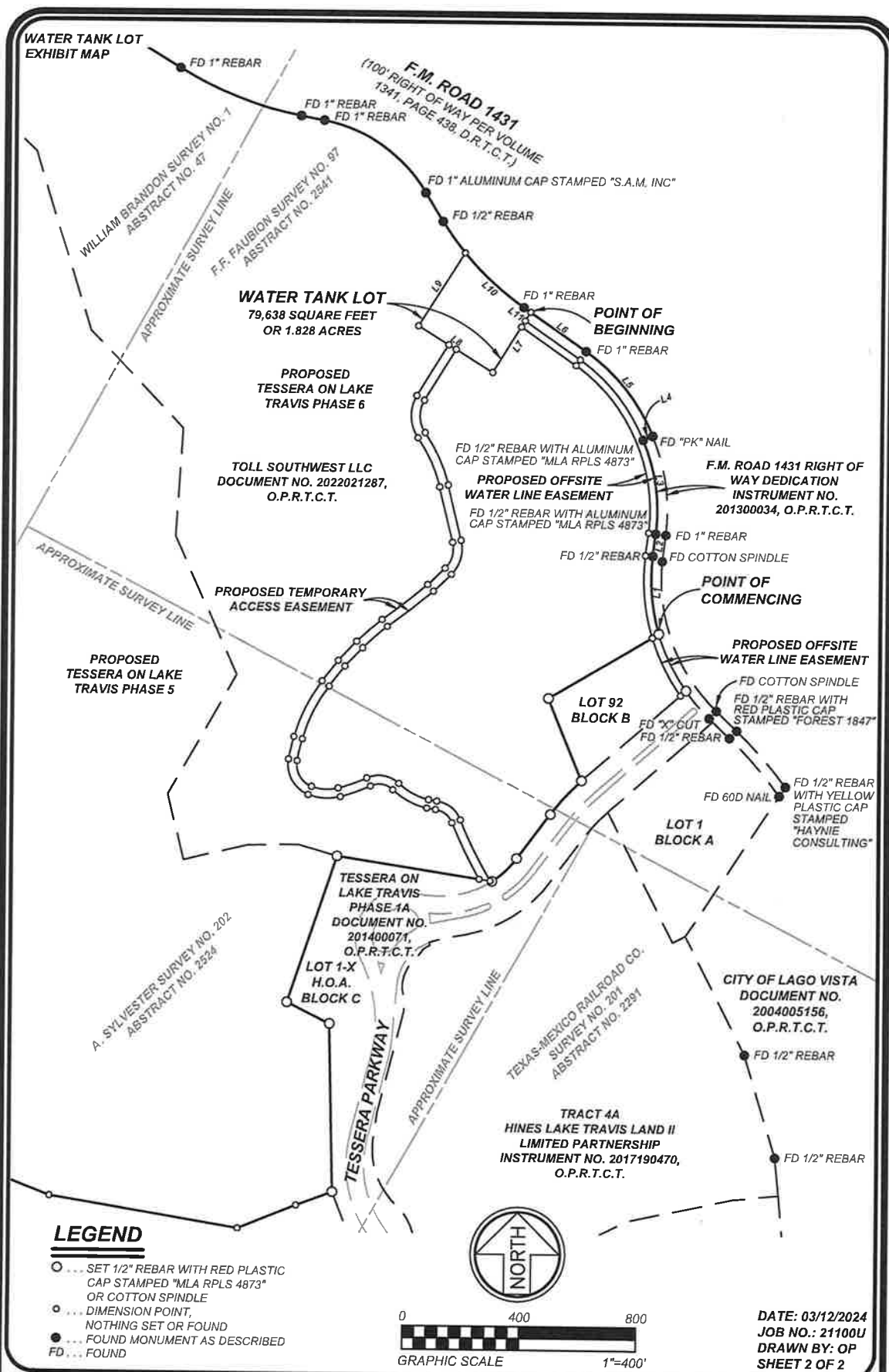
GENERAL NOTES

1. THE BASIS OF BEARINGS FOR THIS EXHIBIT IS THE TEXAS STATE PLANE COORDINATE SYSTEM BASED ON THE LOWER COLORADO RIVER AUTHORITY (LCRA) MONUMENTS A590 AND LT02.
2. OWNERSHIP REFERENCES SHOWN HEREON ARE BASED ON TRAVIS CENTRAL APPRAISAL DISTRICT DATA WEBSITE WWW.TRAVISCAD.ORG.
3. EASEMENTS AND OTHER TITLE ENCUMBRANCES, BOTH RECORDED AND UNRECORDED, MAY EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.
4. IMPROVEMENTS EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.

DATE: 03/12/2024
JOB NO.: 21100U
DRAWN BY: OP
SHEET 1 OF 2

WATER TANK LOT
1.828 ACRES OUT OF
TOLL SOUTHWEST LLC
DOCUMENT NO. 2022021287, O.P.R.T.C.T.
CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS

MARSHALL LANCASTER & ASSOCIATES, INC.
CONSULTING LAND SURVEYORS
land title surveys · topography · subdivision platting
retail, commercial and industrial construction surveying
1864 Norwood Drive, Suite E, Hurst, TX 76054
metro (817) 268-8000 fax (817) 282-2231
www.mla-survey.com firm no. 10045100



WATER TANK LOT
1.828 ACRES OUT OF
TOLL SOUTHWEST LLC
DOCUMENT NO. 2022021287, O.P.R.T.C.T.
CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS

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www.mla-survey.com firm no. 10045100

EXHIBIT B
DESCRIPTION OF EASEMENT PROPERTY

**TEMPORARY ACCESS EASEMENT
LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, AND A. SYLVESTER SURVEY NO. 202, ABSTRACT NO. 2524, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TOLL SOUTHWEST LLC, RECORDED IN DOCUMENT NO. 2022021287, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON SPINDLE SET AT THE NORTHEAST CORNER OF LOT 1-X H.O.A., BLOCK C, TESSERA ON LAKE TRAVIS PHASE 1A, RECORDED IN DOCUMENT NO. 201400071, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF TESSERA PARKWAY, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID TOLL SOUTHWEST LLC TRACT;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1-X H.O.A. AND SAID WESTERLY RIGHT OF WAY LINE OF TESSERA PARKWAY, NORTH 81 DEGREES 17 MINUTES 00 SECONDS WEST A DISTANCE OF 6.26 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID LOT 1-X H.O.A. AND SAID WESTERLY RIGHT OF WAY LINE OF TESSERA PARKWAY, NORTH 81 DEGREES 17 MINUTES 00 SECONDS WEST A DISTANCE OF 38.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1542.06 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 58 MINUTES 13 SECONDS, AN ARC LENGTH OF 214.52 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 28 DEGREES 03 MINUTES 53 SECONDS WEST A DISTANCE OF 214.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 67.18 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65 DEGREES 17 MINUTES 39 SECONDS, AN ARC LENGTH OF 76.56 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 51 DEGREES 41 MINUTES 11 SECONDS WEST A DISTANCE OF 72.48 FEET;

THENCE NORTH 80 DEGREES 42 MINUTES 45 SECONDS WEST A DISTANCE OF 30.36 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 253.04 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 18 MINUTES 23 SECONDS, AN ARC LENGTH OF 133.85 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 62 DEGREES 07 MINUTES 10 SECONDS WEST A DISTANCE OF 132.29 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 70.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67 DEGREES 48 MINUTES 24 SECONDS, AN ARC LENGTH OF 82.84 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 80 DEGREES 52 MINUTES 10 SECONDS WEST A DISTANCE OF 78.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 664.68 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 27 MINUTES 23 SECONDS, AN ARC LENGTH OF 109.70 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 69 DEGREES 57 MINUTES 20 SECONDS WEST A DISTANCE OF 109.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 175.30 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36 DEGREES 39 MINUTES 24 SECONDS, AN ARC LENGTH OF 112.15 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 86 DEGREES 59 MINUTES 17 SECONDS WEST A DISTANCE OF 110.25 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 110.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78 DEGREES 35 MINUTES 45 SECONDS, AN ARC LENGTH OF 150.89 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 29 DEGREES 21 MINUTES 42 SECONDS WEST A DISTANCE OF 139.34 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 840.19 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 27 MINUTES 06 SECONDS, AN ARC LENGTH OF 79.94 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 12 DEGREES 39 MINUTES 43 SECONDS EAST A DISTANCE OF 79.91 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 551.99 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 17 MINUTES 07 SECONDS, AN ARC LENGTH OF 214.70 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 26 DEGREES 31 MINUTES 49 SECONDS EAST A DISTANCE OF 213.35 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 6676.83 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 46 MINUTES 00 SECONDS, AN ARC LENGTH OF 89.34 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 38 DEGREES 03 MINUTES 23 SECONDS EAST A DISTANCE OF 89.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1079.22 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEGREES 46 MINUTES 26 SECONDS, AN ARC LENGTH OF 89.92 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 43 DEGREES 32 MINUTES 48 SECONDS EAST A DISTANCE OF 89.89 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1087.98 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 02 MINUTES 49 SECONDS, AN ARC LENGTH OF 114.82 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 48 DEGREES 56 MINUTES 57 SECONDS EAST A DISTANCE OF 114.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2242.39 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 03 MINUTES 43 SECONDS, AN ARC LENGTH OF 198.11 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 51 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 198.04 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1486.55 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 09 MINUTES 52 SECONDS, AN ARC LENGTH OF 82.10 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 45 DEGREES 51 MINUTES 52 SECONDS EAST A DISTANCE OF 82.09 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 96.76 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57 DEGREES 46 MINUTES 13 SECONDS, AN ARC LENGTH OF 97.56 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 15 DEGREES 23 MINUTES 49 SECONDS EAST A DISTANCE OF 93.48 FEET;

THENCE NORTH 13 DEGREES 29 MINUTES 18 SECONDS WEST A DISTANCE OF 197.51 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 485.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 50 MINUTES 23 SECONDS, AN ARC LENGTH OF 184.87 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 24 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 183.75 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 128.14 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67 DEGREES 01 MINUTES 10 SECONDS, AN ARC LENGTH OF 149.89 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 01 DEGREES 49 MINUTES 06 SECONDS WEST A DISTANCE OF 141.49 FEET;

THENCE NORTH 31 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 205.33 FEET;

THENCE SOUTH 58 DEGREES 18 MINUTES 30 SECONDS EAST A DISTANCE OF 30.00 FEET;

DATE: 03/12/2024
JOB NO.: 21100U
DRAWN BY: OP
SHEET 1 OF 4

TEMPORARY ACCESS EASEMENT

1.798 ACRES OUT OF TOLL SOUTHWEST LLC
DOCUMENT NO. 2022021287, O.P.R.T.C.T. & LOT 1-X
H.O.A., BLOCK C, TESSERA ON LAKE TRAVIS PHASE 1A,
DOCUMENT NO. 201400071, O.P.R.T.C.T.
CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS

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**TEMPORARY ACCESS EASEMENT
LEGAL DESCRIPTION (CONT.)**

THENCE SOUTH 31 DEGREES 41 MINUTES 30 SECONDS WEST A DISTANCE OF 205.33 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 98.14 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67 DEGREES 01 MINUTES 10 SECONDS, AN ARC LENGTH OF 114.80 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 01 DEGREES 49 MINUTES 06 SECONDS EAST A DISTANCE OF 108.36 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 515.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 50 MINUTES 23 SECONDS, AN ARC LENGTH OF 196.30 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 24 DEGREES 24 MINUTES 29 SECONDS EAST A DISTANCE OF 195.12 FEET;

THENCE SOUTH 13 DEGREES 28 MINUTES 18 SECONDS EAST A DISTANCE OF 197.51 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 126.76 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57 DEGREES 46 MINUTES 13 SECONDS, AN ARC LENGTH OF 127.81 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 122.46 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1516.55 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 03 SECONDS, AN ARC LENGTH OF 84.28 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 45 DEGREES 52 MINUTES 27 SECONDS WEST A DISTANCE OF 84.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2272.39 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 03 MINUTES 29 SECONDS, AN ARC LENGTH OF 200.61 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 51 DEGREES 56 MINUTES 14 SECONDS WEST A DISTANCE OF 200.55 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1057.98 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 00 MINUTES 42 SECONDS, AN ARC LENGTH OF 111.01 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 48 DEGREES 55 MINUTES 54 SECONDS WEST A DISTANCE OF 110.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1049.22 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEGREES 44 MINUTES 07 SECONDS, AN ARC LENGTH OF 86.71 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 43 DEGREES 33 MINUTES 58 SECONDS WEST A DISTANCE OF 86.69 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 6646.83 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 45 MINUTES 38 SECONDS, AN ARC LENGTH OF 88.22 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 38 DEGREES 03 MINUTES 12 SECONDS WEST A DISTANCE OF 88.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 521.99 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 17 MINUTES 07 SECONDS, AN ARC LENGTH OF 203.03 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 26 DEGREES 31 MINUTES 49 SECONDS WEST A DISTANCE OF 201.75 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 810.19 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 27 MINUTES 06 SECONDS, AN ARC LENGTH OF 77.09 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 12 DEGREES 39 MINUTES 43 SECONDS WEST A DISTANCE OF 77.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 80.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78 DEGREES 35 MINUTES 45 SECONDS, AN ARC LENGTH OF 109.74 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 29 DEGREES 21 MINUTES 42 SECONDS EAST A DISTANCE OF 101.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 145.30 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36 DEGREES 39 MINUTES 24 SECONDS, AN ARC LENGTH OF 92.96 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 86 DEGREES 59 MINUTES 17 SECONDS EAST A DISTANCE OF 91.38 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 634.68 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 27 MINUTES 23 SECONDS, AN ARC LENGTH OF 104.75 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 69 DEGREES 57 MINUTES 20 SECONDS EAST A DISTANCE OF 104.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67 DEGREES 48 MINUTES 24 SECONDS, AN ARC LENGTH OF 118.34 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 80 DEGREES 52 MINUTES 10 SECONDS EAST A DISTANCE OF 111.56 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 223.04 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 04 MINUTES 56 SECONDS, AN ARC LENGTH OF 117.11 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 62 DEGREES 00 MINUTES 26 SECONDS EAST A DISTANCE OF 115.77 FEET;

THENCE SOUTH 80 DEGREES 42 MINUTES 45 SECONDS EAST A DISTANCE OF 28.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 97.18 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64 DEGREES 38 MINUTES 58 SECONDS, AN ARC LENGTH OF 109.65 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 51 DEGREES 23 MINUTES 54 SECONDS EAST A DISTANCE OF 103.93 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1512.06 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 49 MINUTES 52 SECONDS, AN ARC LENGTH OF 233.06 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 26 DEGREES 33 MINUTES 45 SECONDS EAST A DISTANCE OF 232.83 FEET TO THE POINT OF BEGINNING, CONTAINING 78,322 SQUARE FEET OR 1.798 ACRES OF LAND, MORE OR LESS.

Robert T. Hidell

ROBERT T. HIDE LL
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6583
DATE: MARCH 12, 2024



DATE: 03/12/2024
JOB NO.: 21100U
DRAWN BY: OP
SHEET 2 OF 4

TEMPORARY ACCESS EASEMENT

1.798 ACRES OUT OF TOLL SOUTHWEST LLC
DOCUMENT NO. 2022021287, O.P.R.T.C.T. & LOT 1-X
H.O.A., BLOCK C, TESSERA ON LAKE TRAVIS PHASE 1A,
DOCUMENT NO. 201400071, O.P.R.T.C.T.
CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS

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www.mla-survey.com firm no. 10045100

COURSE TABLE

COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
L1	N 81°17'00" W	6.26'	L22	N 31°41'30" E	205.33'
L2	N 81°17'00" W	38.72'	L23	S 58°18'30" E	30.00'
L3	R= 1542.06' Tan: 107.43' Chd: N 26°03'53" W	A: 214.52' CA: 7°58'13" 214.34'	L24	S 31°41'30" W	205.33'
L4	R= 67.18' Tan: 43.04' Chd: N 51°41'11" W	A: 76.56' CA: 65°17'39" 72.48'	L25	R= 98.14' Tan: 64.98' Chd: S 01°49'06" E	A: 114.80' CA: 67°01'10" 108.36'
L5	N 80°42'45" W	30.36'	L26	R= 515.00' Tan: 99.36' Chd: S 24°24'29" E	A: 196.30' CA: 21°50'23" 195.12'
L6	R= 253.04' Tan: 68.53' Chd: N 62°07'10" W	A: 133.85' CA: 30°18'23" 132.29'	L27	S 13°29'18" E	197.51'
L7	R= 70.00' Tan: 47.04' Chd: N 80°52'10" W	A: 82.84' CA: 67°48'24" 78.09'	L28	R= 126.76' Tan: 69.93' Chd: S 15°23'49" W	A: 127.81' CA: 57°46'13" 122.46'
L8	R= 664.68' Tan: 54.98' Chd: S 69°57'20" W	A: 109.70' CA: 9°27'23" 109.58'	L29	R= 1516.55' Tan: 42.15' Chd: S 45°52'27" W	A: 84.28' CA: 3°11'03" 84.27'
L9	R= 175.30' Tan: 58.07' Chd: N 86°59'17" W	A: 112.15' CA: 36°39'24" 110.25'	L30	R= 2272.39' Tan: 100.37' Chd: S 51°56'14" W	A: 200.61' CA: 5°03'29" 200.55'
L10	R= 110.00' Tan: 90.03' Chd: N 29°21'42" W	A: 150.89' CA: 78°35'45" 139.34'	L31	R= 1057.98' Tan: 55.56' Chd: S 48°55'54" W	A: 111.01' CA: 6°00'42" 110.96'
L11	R= 840.19' Tan: 40.00' Chd: N 12°39'43" E	A: 79.94' CA: 5°27'06" 79.91'	L32	R= 1049.22' Tan: 43.38' Chd: S 43°33'58" W	A: 86.71' CA: 4°44'07" 86.69'
L12	R= 551.99' Tan: 108.72' Chd: N 26°31'49" E	A: 214.70' CA: 22°17'07" 213.35'	L33	R= 6646.83' Tan: 44.11' Chd: S 38°03'12" W	A: 88.22' CA: 0°45'38" 88.22'
L13	R= 6676.83' Tan: 44.67' Chd: N 38°03'23" E	A: 89.34' CA: 0°46'00" 89.34'	L34	R= 521.99' Tan: 102.81' Chd: S 26°31'49" W	A: 203.03' CA: 22°17'07" 201.75'
L14	R= 1079.22' Tan: 44.99' Chd: N 43°32'48" E	A: 89.92' CA: 4°46'26" 89.89'	L35	R= 810.19' Tan: 38.57' Chd: S 12°39'43" W	A: 77.09' CA: 5°27'06" 77.06'
L15	R= 1087.98' Tan: 57.46' Chd: N 48°56'57" E	A: 114.82' CA: 6°02'49" 114.77'	L36	R= 80.00' Tan: 65.47' Chd: S 29°21'42" E	A: 109.74' CA: 78°35'45" 101.34'
L16	R= 2242.39' Tan: 99.12' Chd: N 51°57'08" E	A: 198.11' CA: 5°03'43" 198.04'	L37	R= 145.30' Tan: 48.13' Chd: S 86°59'17" E	A: 92.96' CA: 36°39'24" 91.38'
L17	R= 1486.55' Tan: 41.06' Chd: N 45°51'52" E	A: 82.10' CA: 3°09'52" 82.09'	L38	R= 634.68' Tan: 52.49' Chd: N 69°57'20" E	A: 104.75' CA: 9°27'23" 104.63'
L18	R= 96.76' Tan: 53.38' Chd: N 15°23'49" E	A: 97.56' CA: 57°46'13" 93.48'	L39	R= 100.00' Tan: 67.21' Chd: S 80°52'10" E	A: 118.34' CA: 67°48'24" 111.56'
L19	N 13°29'18" W	197.51'	L40	R= 223.04' Tan: 59.94' Chd: S 62°00'26" E	A: 117.11' CA: 30°04'56" 115.77'
L20	R= 485.00' Tan: 93.57' Chd: N 24°24'29" W	A: 184.87' CA: 21°50'23" 183.75'	L41	S 80°42'45" E	28.57'
L21	R= 128.14' Tan: 84.85' Chd: N 01°49'06" W	A: 149.89' CA: 67°01'10" 141.49'	L42	R= 97.18' Tan: 61.49' Chd: S 51°23'54" E	A: 109.65' CA: 64°38'58" 103.93'
			L43	R= 1512.06' Tan: 116.76' Chd: S 26°33'45" E	A: 233.06' CA: 8°49'52" 232.83'

GENERAL NOTES

1. THE BASIS OF BEARINGS FOR THIS EXHIBIT IS THE TEXAS STATE PLANE COORDINATE SYSTEM BASED ON THE LOWER COLORADO RIVER AUTHORITY (LCRA) MONUMENTS A590 AND LT02.
2. OWNERSHIP REFERENCES SHOWN HEREON ARE BASED ON TRAVIS CENTRAL APPRAISAL DISTRICT DATA WEBSITE WWW.TRAVISCAD.ORG.
3. EASEMENTS AND OTHER TITLE ENCUMBRANCES, BOTH RECORDED AND UNRECORDED, MAY EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.
4. IMPROVEMENTS EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.

DATE: 03/12/2024
JOB NO.: 21100U
DRAWN BY: OP
SHEET 3 OF 4

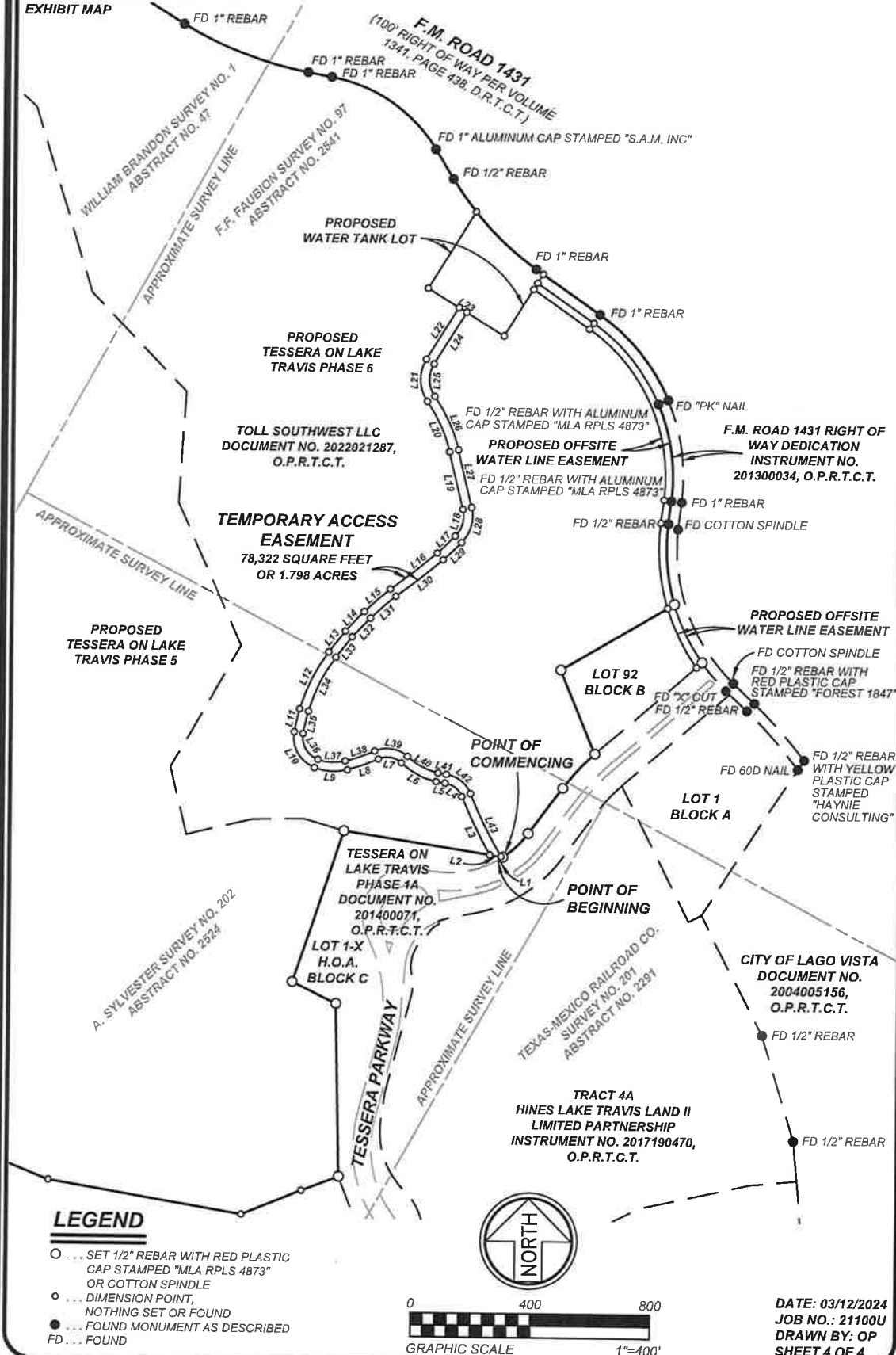
TEMPORARY ACCESS EASEMENT

1.798 ACRES OUT OF TOLL SOUTHWEST LLC
DOCUMENT NO. 2022021287, O.P.R.T.C.T. & LOT 1-X
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TEMPORARY ACCESS EASEMENT EXHIBIT MAP



TEMPORARY ACCESS EASEMENT
1.798 ACRES OUT OF TOLL SOUTHWEST LLC
DOCUMENT NO. 2022021287, O.P.R.T.C.T. & LOT 1-X
H.O.A. BLOCK C, TESSERA ON LAKE TRAVIS PHASE 1A,
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ACCESS EASEMENT AGREEMENT (“EASEMENT AGREEMENT”) (LIFT STATION)

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver’s license number.

Date: _____

Grantor: TOLL SOUTHWEST, LLC, a Delaware limited liability company

Grantor’s Mailing Address: 1320 Arrow Point Drive, Suite 401, Cedar Park, Texas 78613

Grantee: THE CITY OF LAGO VISTA, a municipal corporation situated in the County of Travis in the State of Texas

Grantee’s Mailing Address: 5803 Thunderbird, Lago Vista, Travis County, TX 78645

Dominant Estate Property: Approximately 0.365 acres of land, more or less out the F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, in Travis County, Texas, as more particularly described by metes and bounds in the attached Exhibit A.

Easement Property: An approximately 0.402-acre tract of land described by metes and bounds and shown in the attached Exhibit B.

Easement Purpose: Subject to all matters of record, materially uninterrupted, pedestrian and vehicular access between Dominant Estate Property to Tessera Parkway.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: Grantor reserves all rights not expressly granted in this Agreement, including all rights, privileges and appurtenances on, in or appertaining to its property.

Exceptions to Warranty: The grant of easement set forth above is subject to all matters of public record as of the date of this Agreement, but no monetary liens, deeds of trusts or similar encumbrances, created by, through or under Grantor.¹

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee’s successors and assigns an non-exclusive easement over, on, and across the

¹ We will need a consent and/or joinder from lender

surface of the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, (collectively, the “Easement”), to have and to hold the Easement to Grantee and Grantee’s successors, and assigns forever. Grantor binds Grantor and Grantor’s successors in interest to fee title to the Easement Property to warrant and forever defend the title to the Easement in Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive. The Easement is for the benefit of Grantee and Grantee’s successors and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the “Holder”).

2. *Duration of Easement.* This Easement Agreement shall terminate upon the dedication of a public right-of-way adjacent to the lift station. Upon request, the parties will execute a release of record. Subject to the terms of this Easement Agreement, the duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor’s successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor’s successors and assigns the right to use all or part of the Easement Property in conjunction with Holder and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement Property.

4. *Relocation and Release of Easement.* Grantor reserves for Grantor and Grantor’s successors and assigns the right to relocate any time and from time to time, the Easement from a public road, subject to Holder’s approval of the relocation of the Easement, which approval will not be unreasonably denied, delayed, or conditioned. Upon the Grantee approving the construction of an alternate access easement route to the Dominant Estate, Grantor shall have the right to record an instrument that amends this Easement Agreement by replacing the description of the Easement Property in Exhibit B with a description of the constructed alternative access easement route. Upon Holder having the right and ability to access the Dominate Estate by direct access to a road to be dedicated to Grantee or by a new access easement approved by Grantee, Grantor shall have the

right to record an instrument terminating this Easement Agreement in the Official Public Records of Travis County, Texas.

4. INTENTIONALLY DELETED.

5. *Construction on and Maintenance of Easement Property.* Construction and maintenance of an access road on the Easement Property will be at the sole expense of Holder. Holder acknowledges and agrees that Grantor intends to install underground utility lines installed pursuant to one or more easements granted by Grantor that will cross the Easement Property and the Adjacent Property. Holder is solely responsible for taking all reasonable steps to avoid damaging the underground utilities and repairing all damages to the underground utility lines as quickly as is reasonably possible. Holder must maintain the surface of Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the access road across any portion of the Easement Property in a lien free manner and in accordance with all laws (collectively, the "Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Notwithstanding the foregoing, Holder shall repair and/or restore the surface of the Easement Property to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by Holder's exercise of its rights hereunder, at Holder's sole cost and expense. Holder has the right to remove or relocate any fences within the Easement Property but if reasonably necessary to construct, install, maintain, replace, or remove the Improvements, subject to Holder's obligation to replace the fences to their original condition within thirty (30) days of the completion of the work, at Holder's sole cost and expense.

6. *Equitable Rights of Enforcement.* To the extent allowed by law, this Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* The Parties will pay for their own attorney's fees incurred because of a dispute even if the dispute results in litigation.

8. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective successors and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

11. *Waiver of Default.* A default is not waived if the non-defaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

14. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, which are not in this agreement or any exhibits.

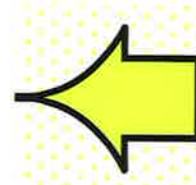
15. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

[signature pages begin on next page]

GRANTOR:**TOLL SOUTHWEST, LLC,**

a Delaware limited liability company

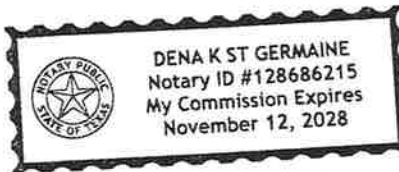
By: *Brandon Cooper*Name: *Brandon Cooper*Title: *Division President*

THE STATE OF TEXAS §
COUNTY OF *Williamson* §

This instrument was acknowledged before me on *January 14*, 2025th by *Brandon Cooper*, the *Division President* of Toll Southwest, LLC, a Delaware limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the *14th* day of *January* 2025.

Dena St. Germaine
Notary Public-State of Texas



GRANTEE:**CITY OF LAGO VISTA, TEXAS, a Texas home
rule municipal corporation**By: _____
Shane R. Saum, Mayor

Date: _____

ATTEST:_____
Robin Smith, City Secretary**APPROVED AS TO FORM:**_____
Brad Bullock, City AttorneySTATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2026 vote to authorize the acceptance of this dedication of the Easement.

Shane R. Saum, MayorSTATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026 by Shane R. Saum, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

AFTER RECORDING RETURN TO

Robin Smith

City Secretary

City of Lago Vista, Texas

5803 Thunderbird Drive Lago

Vista, Texas 78645

EXHIBIT A
DESCRIPTION OF DOMINANT ESTATE

EXHIBIT " A "

EASEMENT DESCRIPTION OF A 0.365 ACRE ($\pm 15,901$ SQUARE FEET) TRACT OF LAND SITUATED IN THE A. SYLVESTER SURVEY NO. 202, ABSTRACT NO. 2524 AND THE WILLIAM BRANDON SURVEY NO. 1, ABSTRACT NO. 47 IN TRAVIS COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT DESCRIBED AS 264.978 ACRES IN A WARRANTY DEED TO TOLL SOUTHWEST LLC, DATED FEBRUARY 2, 2022, AND RECORDED UNDER DOCUMENT NUMBER 2022021287 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("O.P.R.T.C.T." HEREFTER), SAID 0.365 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND COTTON SPINDLE AT THE NORTHWEST CORNER OF THE ROSSO BLANKET DRIVE 60-FOOT RIGHT-OF-WAY, SAME BEING ON THE SOUTHERLY BOUNDARY LINE OF SAID 264.978 ACRE TRACT AND A NORTHEASTERLY CORNER OF LOT 1-X, BLOCK A OR THE TESSERA ON LAKE TRAVIS PHASE 2B ACCORDING TO THE PLAT OR MAP THEREOF, APPEARING OF RECORD UNDER DOCUMENT NUMBER 202400001, O.P.R.T.C.T., BEARS NORTH $89^{\circ}43'51"$ EAST, A DISTANCE OF 512.24 FEET TO THE POINT OF BEGINNING;

THENCE, TRAVERSING THROUGH SAID 264.978 ACRES, WITH THE PERIMETER HEREOF, THE FOLLOWING **SIX (6) COURSES AND DISTANCES**:

1. **NORTH $17^{\circ}18'32"$ EAST, A DISTANCE OF 33.90 FEET**, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";
2. **NORTH $17^{\circ}18'32"$ EAST, A DISTANCE OF 66.10 FEET**, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";
3. **SOUTH $72^{\circ}41'28"$ EAST, A DISTANCE OF 120.00 FEET**, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";
4. **SOUTH $69^{\circ}21'53"$ EAST, A DISTANCE OF 41.18 FEET**, TO A SET 1/2 INCH REBAR STAMPED "LANGAN" BEING A POINT OF CURVATURE TO THE LEFT;
5. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF **1,444.81 FEET**, AND A CHORD WHICH BEARS SOUTH $18^{\circ}36'08"$ WEST, 97.64 FEET, AND AN ARC LENGTH OF 97.65 TO A SET 1/2 INCH REBAR STAMPED "LANGAN";
6. **NORTH $72^{\circ}41'28"$ WEST, A DISTANCE OF 158.91 FEET TO THE POINT OF BEGINNING**, CONTAINING **0.365 ACRE ($\pm 15,901$ SQUARE FEET) OF LAND**, MORE OR LESS. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). DISTANCES AND AREAS REPORTED HAVE BEEN SCALED BY A FACTOR OF 1.0001221 AND THUS REPRESENT SURFACE MEASUREMENTS.

I, BRIAN A. BOUDREAUX, HEREBY CERTIFY THAT THIS EXHIBIT DESCRIBES THE PROPOSED EASEMENT.



BRIAN A. BOUDREAUX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7189
BBODREAUX@LANGAN.COM
October 23, 2025



LANGAN Langan Engineering and Environmental Services, LLC 9606 N. Mopac Expressway, Suite 110 Austin, TX 78759 T: 737.289.7800 F: 737.289.7801 www.langan.com TBPELS Firm No. 10194888	Project	Drawing Title	Project No.	Drawing No.
	TESSERA NORTHSIDE	WASTEWATER FACILITY EASEMENT	531010518	EX04
	FM 1431 LAGO VISTA		Date	
	TRAVIS COUNTY TEXAS		2025/10/23	
			Drawn By	Sheet 1 of 2
			J. MONTEMAYOR	
			Checked By	
			Z. MOORE	

EXHIBIT B
DESCRIPTION OF EASEMENT TRACT

EXHIBIT " B "

EASEMENT DESCRIPTION OF A 0.402 ACRE ($\pm 17,504$ SQUARE FEET) TRACT OF LAND SITUATED IN THE A. SYLVESTER SURVEY NO. 202, ABSTRACT NO. 2524 AND THE WILLIAM BRANDON SURVEY NO. 1, ABSTRACT NO. 47 IN TRAVIS COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT DESCRIBED AS 264.978 ACRES IN A WARRANTY DEED TO TOLL SOUTHWEST LLC, DATED FEBRUARY 2, 2022, AND RECORDED UNDER DOCUMENT NUMBER 2022021287 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("O.P.R.T.C.T." HEREFTER), SAID 0.136 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND COTTON SPINDLE AT THE NORTHWEST CORNER OF THE ROSSO BLANKET DRIVE 60-FOOT RIGHT-OF-WAY, SAME BEING ON THE SOUTHERLY BOUNDARY LINE OF SAID 264.978 ACRE TRACT AND A NORTHEASTERLY CORNER OF LOT 1-X, BLOCK A OR THE TESSERA ON LAKE TRAVIS PHASE 2B ACCORDING TO THE PLAT OR MAP THEREOF, APPEARING OF RECORD UNDER DOCUMENT NUMBER 202400001, O.P.R.T.C.T., BEARS NORTH $88^{\circ}11'25"$ EAST, A DISTANCE OF 15.14 FEET TO A SET 1/2 INCH REBAR STAMPED "LANGAN" FOR THE POINT OF BEGINNING;

THENCE, NORTH $07^{\circ}14'54"$ WEST, 37.89 FEET TO A SET 1/2 INCH REBAR STAMPED "LANGAN" BEING A POINT OF CURVATURE TO THE RIGHT;

THENCE, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 59.34 FEET, AND A CHORD WHICH BEARS NORTH $11^{\circ}49'18"$ EAST, 38.78 FEET, AN ARC LENGTH OF 39.50 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, NORTH $30^{\circ}53'29"$ EAST, A DISTANCE OF 5.62 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN" BEING A POINT OF CURVATURE TO THE RIGHT;

THENCE, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 65.77 FEET, AND A CHORD WHICH BEARS NORTH $54^{\circ}08'40"$ EAST, 51.93 FEET, AN ARC LENGTH OF 53.39 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, NORTH $77^{\circ}23'51"$ EAST, A DISTANCE OF 24.84 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN" BEING A POINT OF CURVATURE TO THE RIGHT;

THENCE, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 215.00 FEET, AND A CHORD WHICH BEARS NORTH $87^{\circ}39'51"$ EAST, 76.64 FEET, AN ARC LENGTH OF 77.05 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, SOUTH $82^{\circ}04'10"$ EAST, A DISTANCE OF 351.02 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, SOUTH $72^{\circ}41'57"$ EAST, A DISTANCE OF 21.55 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, SOUTH $18^{\circ}20'02"$ WEST, A DISTANCE OF 31.81 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, NORTH $72^{\circ}41'28"$ WEST, A DISTANCE OF 29.45 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, NORTH $82^{\circ}04'10"$ WEST, A DISTANCE OF 337.48 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN" BEING A POINT OF CURVATURE TO THE LEFT;

THENCE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 185.00 FEET, AND A CHORD WHICH BEARS SOUTH $87^{\circ}39'51"$ WEST, 65.94 FEET, AN ARC LENGTH OF 66.30 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, SOUTH $77^{\circ}23'51"$ WEST, A DISTANCE OF 24.84 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN" BEING A POINT OF CURVATURE TO THE LEFT;

THENCE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.77 FEET, AND A CHORD WHICH BEARS SOUTH $54^{\circ}08'40"$ WEST, 28.25 FEET, AN ARC LENGTH OF 629.04 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, SOUTH $30^{\circ}53'29"$ WEST, A DISTANCE OF 5.62 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN" BEING A POINT OF CURVATURE TO THE LEFT;

THENCE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 29.34 FEET, AND A CHORD WHICH BEARS SOUTH $11^{\circ}49'18"$ WEST, 19.17 FEET, AN ARC LENGTH OF 19.53 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, SOUTH $07^{\circ}14'54"$ EAST, A DISTANCE OF 40.75 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, SOUTH $88^{\circ}11'25"$ WEST, A DISTANCE OF 30.14 FEET TO THE POINT OF BEGINNING, CONTAINING 0.402 ACRE ($\pm 17,504$ SQUARE FEET) OF LAND, MORE OR LESS. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). DISTANCES AND AREAS REPORTED HAVE BEEN SCALED BY A FACTOR OF 1.0001221 AND THUS REPRESENT SURFACE MEASUREMENTS.

I, BRIAN A. BOUDREAUX, HEREBY CERTIFY THAT THIS EXHIBIT DESCRIBES THE PROPOSED EASEMENT.



BRIAN A. BOUDREAUX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7189
BBODREAUX@LANGAN.COM
October 27, 2025

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA NORTHSIDE

FM 1431
LAGO VISTA

TRAVIS COUNTY

Drawing Title

**WASTEWATER
FACILITY EASEMENT**

TEXAS

Project No.

531010518

Date

2025/10/27

Drawn By

J. MONTEMAYOR

Checked By

Z. MOORE

Drawing No.

EX04

Sheet 1 of 2

CURVE TABLE			
Curve	ARC LENGTH	RADIUS	CHORD BEARING
C1	39.50'	59.34'	N11°49'18"E
C2	53.39'	65.77'	N54°08'40"E
C3	77.05'	215.00'	N87°39'51"E
C4	66.30'	185.00'	S67°39'51"W
C5	29.04'	35.77'	S54°08'40"W
C6	19.53'	29.34'	S11°49'18"W

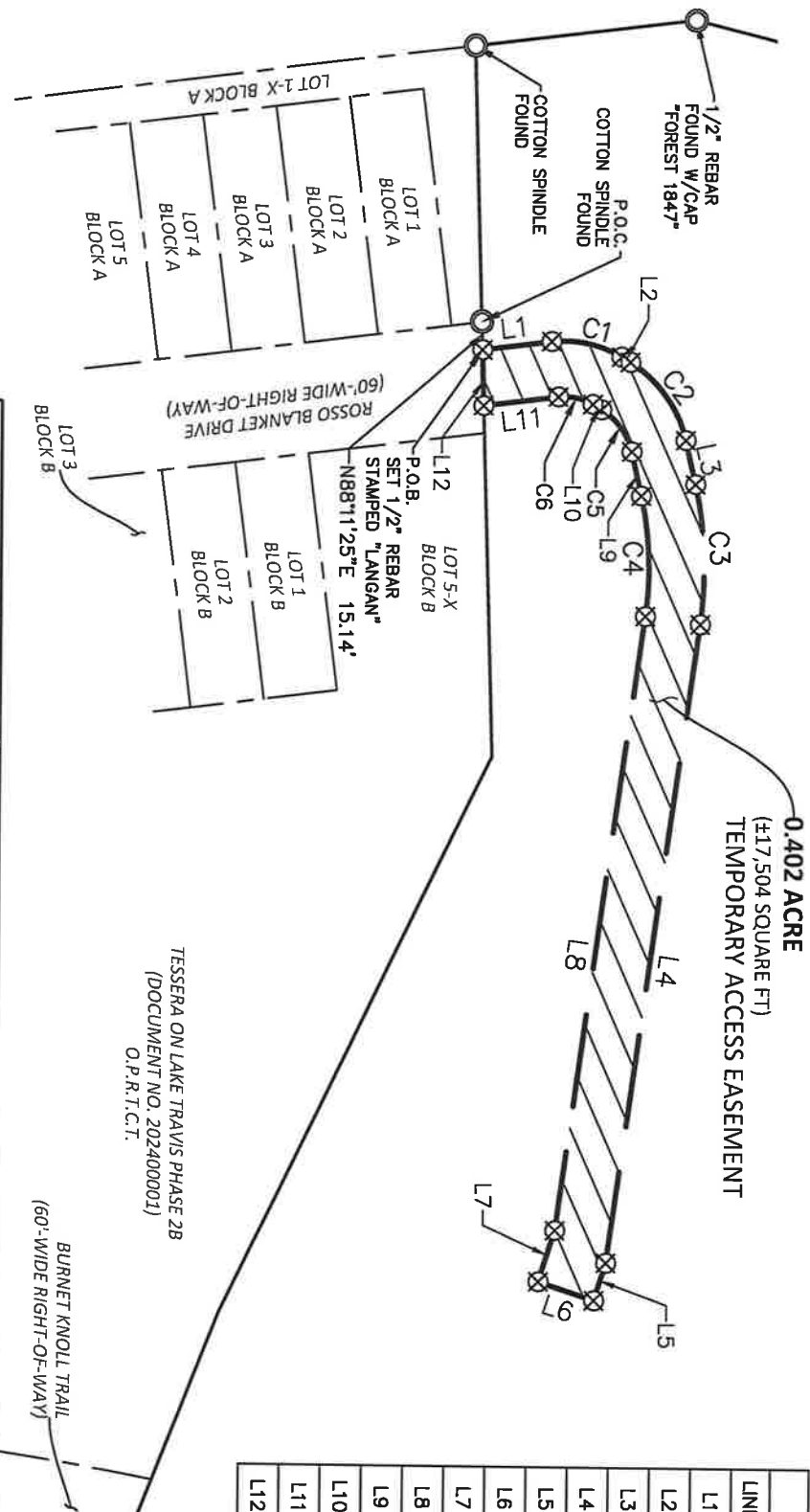
EXHIBIT "B"



264.978 ACRES
TOLL SOUTHWEST LLC
(DOCUMENT NO. 2022021287)
O.P.R.T.C.T.



Line Table		
LINE	BEARING	DISTANCE
L1	N07°14'54"W	37.89'
L2	N30°53'29"E	5.62'
L3	N77°23'51"E	24.84'
L4	S62°04'10"E	351.02'
L5	S72°41'57"E	21.55'
L6	S18°20'02"W	31.81'
L7	N72°41'28"W	29.45'
L8	N82°04'10"W	337.48'
L9	S77°23'51"W	24.84'
L10	S30°53'29"W	5.62'
L11	S07°14'54"E	40.75'
L12	S88°11'25"W	30.14'



TESSERA ON LAKE TRAVIS PHASE 2B
(DOCUMENT NO. 202400001)
O.P.R.T.C.T.

LANGAN

Langan Engineering and Environmental Services, LLC

9806 N. Mopac Expressway, Suite 110

Austin, TX 78759

T: 737.289.7800 F: 737.289.7801 www.langan.com

TBPELS Firm No. 10194888

Project

TESSERA NORTHSIDE

FM 1431

LAGO VISTA

TEXAS

Drawing Title

WASTEWATER FACILITY EASEMENT

Project No.

531010518

Drawing No.

EX04

Drawn By

J. MONTEMAIOR

Checked By

Z. MOORE

Sheet

2 of 2

© 2025 Langan

CURVE TABLE			
Curve	ARC LENGTH	RADIUS	CHORD BEARING
C1	97.65'	1,444.81'	S18°36'08"W

Line Table		
LINE	BEARING	DISTANCE
L1	N1°7'18"32"E	33.90'
L2	N1°7'18"32"E	66.10'
L3	S72°41'28"E	120.00'
L4	S69°21'53"E	41.18'
L5	N72°41'28"W	158.91'

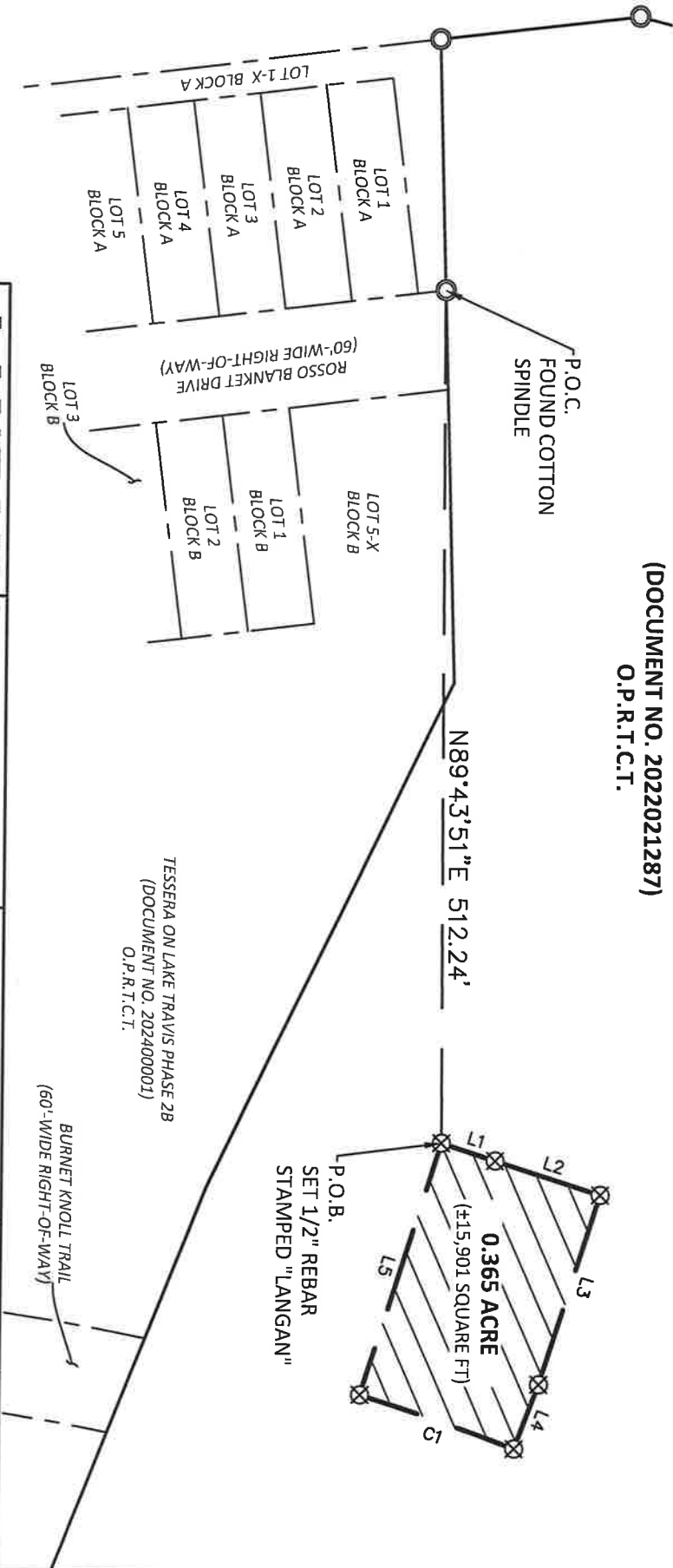
EXHIBIT "A"

LEGEND

- PROPERTY LINE (SUBJECT TRACT)
- - - PROPERTY LINE (ADJOINING TRACT)
- BOUNDARY LINE (HEREIN DESCRIBED)
- ⊗ FOUND MONUMENTS (AS NOTED)
- ⊗ SET 1/2" REBAR STAMPED "LANGAN" (UNLESS NOTED OTHERWISE)



264.978 ACRES
TOLL SOUTHWEST LLC
(DOCUMENT NO. 2022021287)
O.P.R.I.T.C.T.



LANGAN
Langan Engineering and
Environmental Services, LLC
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Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA NORTHSIDE
FM 1431
LAGO VISTA
TEXAS

Drawing Title

**WASTEWATER
FACILITY EASEMENT**

Project No.

531010518

Date

2025/10/23

Drawn By

J. MONTEMAIOR

Checked By

Z. MOORE

Drawing No.

EX04

Sheet

2 of 2

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

PERMENANT WASTEWATER LINE EASEMENT ("EASEMENT AGREEMENT")

Date: January 14, 2025^b

Grantor: TOLL SOUTHWEST, LLC, a Delaware limited liability company

Grantor's Address: 1320 Arrow Point Drive, Suite 401
Cedar Park, Texas 78613

Grantee (or "the City"): CITY OF LAGO VISTA, Texas, a municipality situated in Travis County

Grantee, the City's Address: 5803 Thunderbird, Lago Vista, TX 78645

Easement Tract: Being that 0.136 acre (5,913 square feet) tract of land situated in Travis County, Texas, out of the F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, in Travis County, Texas, as more particularly described by metes and bounds and shown in the attached Exhibit A.

Easement Duration: Perpetual

Easement Purpose: (A) exclusive as to the subsurface of the Easement Tract to operate and use and the Facilities and (B) non-exclusive access and egress of the surface and subsurface of the Easement Tract to access the Facilities to maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, and/or remove the Facilities.

Facilities: Wastewater lines and equipment, including connections therewith ("the **Facilities**"), necessary or desirable for the operation and maintenance of all types of public wastewater lines and all associated appurtenances.

Non-Permitted Activity: (A) Below the surface of the Easement Tract, the installation, construction, operation, use, maintenance, repair, modification upgrade, and replacement any Facilities, structures or other similar improvements which would impair City's access to

and/or use of the Facilities as determined by the City in its sole discretion or (B) on the surface of the Easement Tract which would materially impair City's access to the Facilities as determined by City in its sole discretion.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City (i) two easements, (X) one being an easement under the Easement Tract for the Easement Purpose in (A) and (Y) one being the Easement Purpose in (B) and (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its sole discretion, including without limitation the City's right to remove any obstructions as necessary to keep the obstructions in violation of this Easement Agreement clear of the Facilities. Notwithstanding the preceding sentence, Grantee shall repair and/or restore the surface of the Easement Tract to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by Grantee's exercise of its rights hereunder, at Grantee's sole cost and expense, (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to use and enjoy the Easement Tract, except for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its sole discretion.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to all matters of record, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and the *City* includes the *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

---The remainder of this page is intentionally blank---

Executed to be effective on the Date first above stated.

GRANTOR:

TOLL SOUTHWEST, LLC,

a Delaware limited liability company

By: [Signature]

Name: Brandon Cooper

Title: Division President



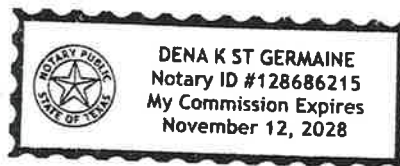
THE STATE OF TEXAS
COUNTY OF Williamson

§
§

This instrument was acknowledged before me on January 14, 2025⁶ by Brandon Cooper, the Division President of Toll Southwest, LLC, a Delaware limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of January 2025⁶.

Dena St. Germaine
Notary Public-State of Texas



GRANTEE:**CITY OF LAGO VISTA, TEXAS, a Texas home
rule municipal corporation**By: _____
Shane R. Saum, Mayor

Date: _____

ATTEST:

Robin Smith, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City AttorneySTATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2026 vote to authorize the acceptance of this dedication of the Easement.

Shane R. Saum, MayorSTATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026 by Shane R. Saum, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

AFTER RECORDING RETURN TO

Robin Smith
City Secretary
City of Lago Vista, Texas
5803 Thunderbird Drive Lago
Vista, Texas 78645

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION AND SURVEY PLAT OF
EASEMENT TRACT

EXHIBIT " A "

EASEMENT DESCRIPTION OF A **0.136 ACRE (±5,913 SQUARE FEET)** TRACT OF LAND SITUATED IN THE A. SYLVESTER SURVEY NO. 202, ABSTRACT NO. 2524 AND THE WILLIAM BRANDON SURVEY NO. 1, ABSTRACT NO. 47 IN TRAVIS COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT DESCRIBED AS 264.978 ACRES IN A WARRANTY DEED TO TOLL SOUTHWEST LLC, DATED FEBRUARY 2, 2022, AND RECORDED UNDER DOCUMENT NUMBER 2022021287 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("O.P.R.T.C.T." HEREFTER), SAID 0.136 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND COTTON SPINDLE AT THE NORTHWEST CORNER OF THE ROSSO BLANKET DRIVE 60-FOOT RIGHT-OF-WAY, SAME BEING ON THE SOUTHERLY BOUNDARY LINE OF SAID 264.978 ACRE TRACT AND A NORTHEASTERLY CORNER OF LOT 1-X, BLOCK A OR THE TESSERA ON LAKE TRAVIS PHASE 2B ACCORDING TO THE PLAT OR MAP THEREOF, APPEARING OF RECORD UNDER DOCUMENT NUMBER 202400001, O.P.R.T.C.T., BEARS SOUTH 74°35'28" EAST, A DISTANCE OF 655.22 FEET TO A SET 1/2 INCH REBAR STAMPED "LANGAN" FOR THE POINT OF BEGINNING;

THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,444.81 FEET, AND A CHORD WHICH BEARS NORTH 15°57'37" EAST, 230.65 FEET, AN ARC LENGTH OF 230.89 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, SOUTH 69°21'53" EAST, A DISTANCE OF 25.61 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";

THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1,417.79 FEET, AND A CHORD WHICH BEARS SOUTH 15°52'26" WEST, 231.00 FEET, AN ARC LENGTH OF 231.26 FEET, TO A SET 1/2 INCH REBAR STAMPED "LANGAN" IN THE NORTHERN RIGHT OF WAY LINE OF BURNET KNOLL TRAIL (60 FOOT RIGHT OF WAY), SAME POINT BEING IN THE SOUTHERLY BOUNDARY LINE OF SAID 264.978 ACRE TRACT;

THENCE, NORTH 68°39'14" WEST, A DISTANCE OF 25.98 FEET TO THE **POINT OF BEGINNING**, CONTAINING **0.136 ACRE (±5,913 SQUARE FEET) OF LAND**, MORE OR LESS. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). DISTANCES AND AREAS REPORTED HAVE BEEN SCALED BY A FACTOR OF 1.0001221 AND THUS REPRESENT SURFACE MEASUREMENTS.

I, BRIAN A. BOUDREAUX, HEREBY CERTIFY THAT THIS EXHIBIT DESCRIBES THE PROPOSED EASEMENT.



BRIAN A. BOUDREAUX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7189
BBODREAUX@LANGAN.COM
October 27, 2025



LANGAN
Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project
TESSERA NORTHSIDE

FM 1431
LAGO VISTA

TRAVIS COUNTY TEXAS

Drawing Title
**WASTEWATER
FACILITY EASEMENT**

Project No.
531010518
Date
2025/10/27
Drawn By
J. MONTEMAYOR
Checked By
Z. MOORE

Drawing No.
EX04
Sheet 1 of 2

CURVE TABLE			
Curve	ARC LENGTH	RADIUS	CHORD BEARING
C1	230.89'	1,444.81'	N15°57'37"E
C2	231.26'	1,417.79'	S15°52'26"W

Line Table		
LINE	BEARING	DISTANCE
L1	S69°21'53"E	25.61'
L2	N68°39'14"W	25.98'

EXHIBIT "A"

LEGEND

— — — — — PROPERTY LINE (SUBJECT TRACT)

— — — — — PROPERTY LINE (ADJOINING TRACT)

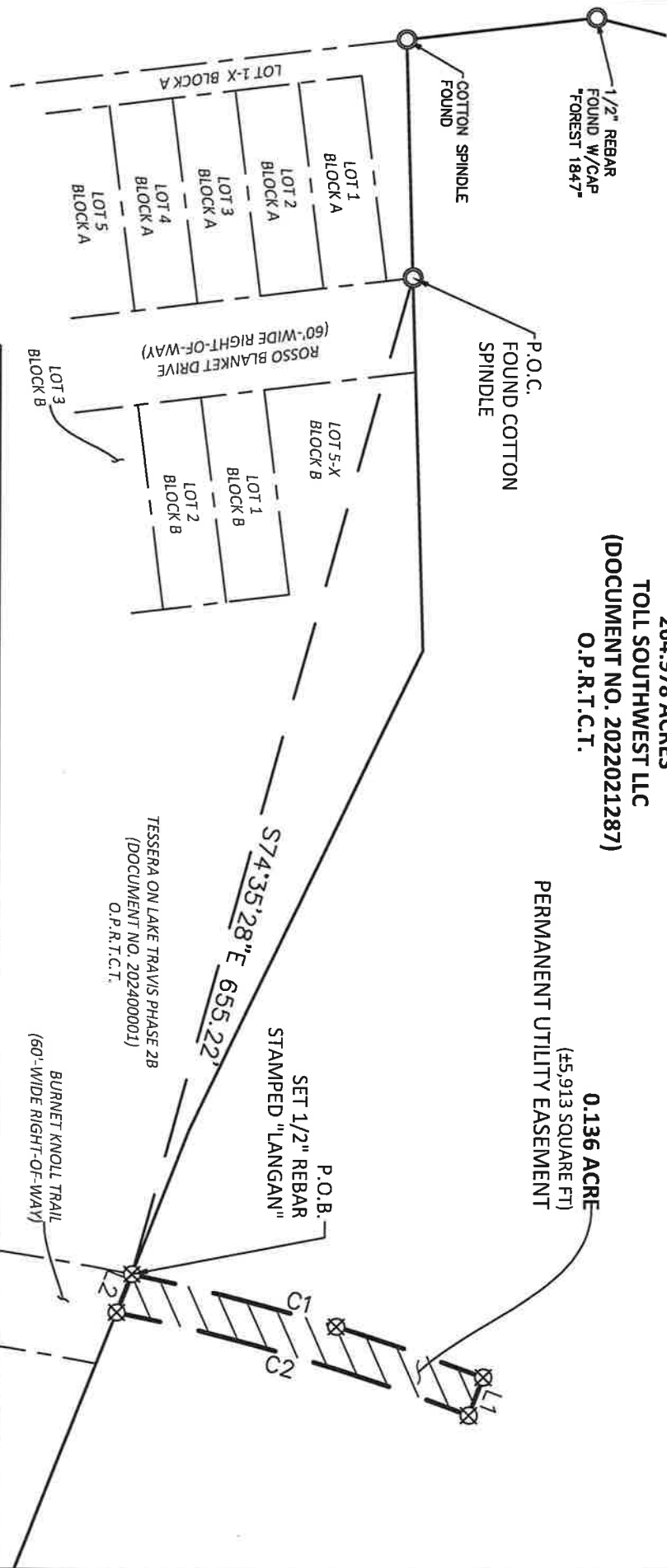
— — — — — EASEMENT LINE (HEREIN DESCRIBED)

⊗ FOUND MONUMENT (AS NOTED)

⊗ EASEMENT CORNER



264.978 ACRES
TOLL SOUTHWEST LLC
(DOCUMENT NO. 2022021287)
O.P.R.T.C.T.



LANGAN

Langan Engineering and Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TPEL'S Firm No. 10194888

Project

TESSERA NORTHSIDE
FM 1431
LAGO VISTA
TEXAS

Drawing Title

WASTEWATER
FACILITY EASEMENT

Project No.
531010518

Date
2025/10/27

Drawn By
J. MONTENAYOR

Checked By
Z. MOORE

Drawing No.

EX04

Sheet 2 of 2

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

PERMANENT WATERLINE EASEMENT

Date: _____, 2026

Grantor: **HINES LAKE TRAVIS LAND II, LIMITED PARTNERSHIP, a Texas limited partnership**

Grantor's Address: 845 Texas Avenue, Suite 3300
Houston, Texas 77002

Grantee (or "the City"): **CITY OF LAGO VISTA, Texas**, a municipality situated in Travis County

Grantee, the City's Address: 5803 Thunderbird, Lago Vista, TX 78645

Easement Tract: Being that 5,451 square feet) tract of land out of Lot 92, Block B, Tessera on Lake Travis, Phase 1A, according to the Plat recorded in Document No. 201400071, Official Public Records of Travis County, Texas being more particularly described in the survey plat and metes and bounds description attached hereto as **Exhibits "A" and "B."**

Easement Duration: Perpetual

Easement Purpose: To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, and/or remove the Facilities.

Facilities: Underground public waterlines and related facilities and equipment, including connections therewith ("the Facilities"), necessary or desirable for the operation and maintenance of all types of public waterlines and with all associated appurtenances.

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, foundation, building, retaining wall, detention or other similar improvement in the Easement Tract, including the installation,

construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any improvement, encroachment or Permitted Encumbrance of any kind which would impair City's access to the Facilities as determined by the City in its sole discretion.

Repairable Improvements: Improvements that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its sole discretion.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its sole discretion, including without limitation the City's right to remove any obstructions as necessary to keep the obstructions clear of the Facilities, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its sole discretion.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and the *City* includes the *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

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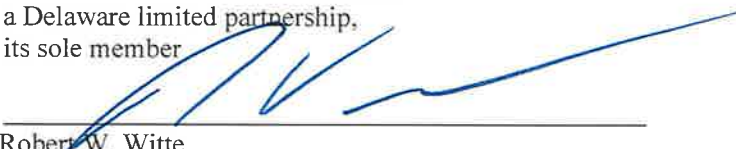
Executed to be effective the Date first above stated.

GRANTOR:

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP,
a Texas limited partnership

By: Hines Lake Travis II GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Interests Limited Partnership
a Delaware limited partnership,
its sole member

By: 
Name: Robert W. Witte
Title: Senior Managing Director

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on January 20th, 2026 by Robert W. Witte, Senior Managing Director of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as sole member of HINES LAKE TRAVIS II GP, LLC, a Delaware limited liability company, in its capacity as general partner of HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL of office this 20th day of January, 2026.


Notary Public, in and for the State of Texas

GRANTEE:**CITY OF LAGO VISTA, TEXAS, a Texas home
rule municipal corporation**By: _____
Shane R. Saum, Mayor

Date: _____

ATTEST:_____
Robin Smith, City Secretary**APPROVED AS TO FORM:**_____
Brad Bullock, City AttorneySTATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2026 vote to authorize the acceptance of this dedication of the Easement.

Shane R. Saum, MayorSTATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026 by Shane R. Saum, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

AFTER RECORDING RETURN TO

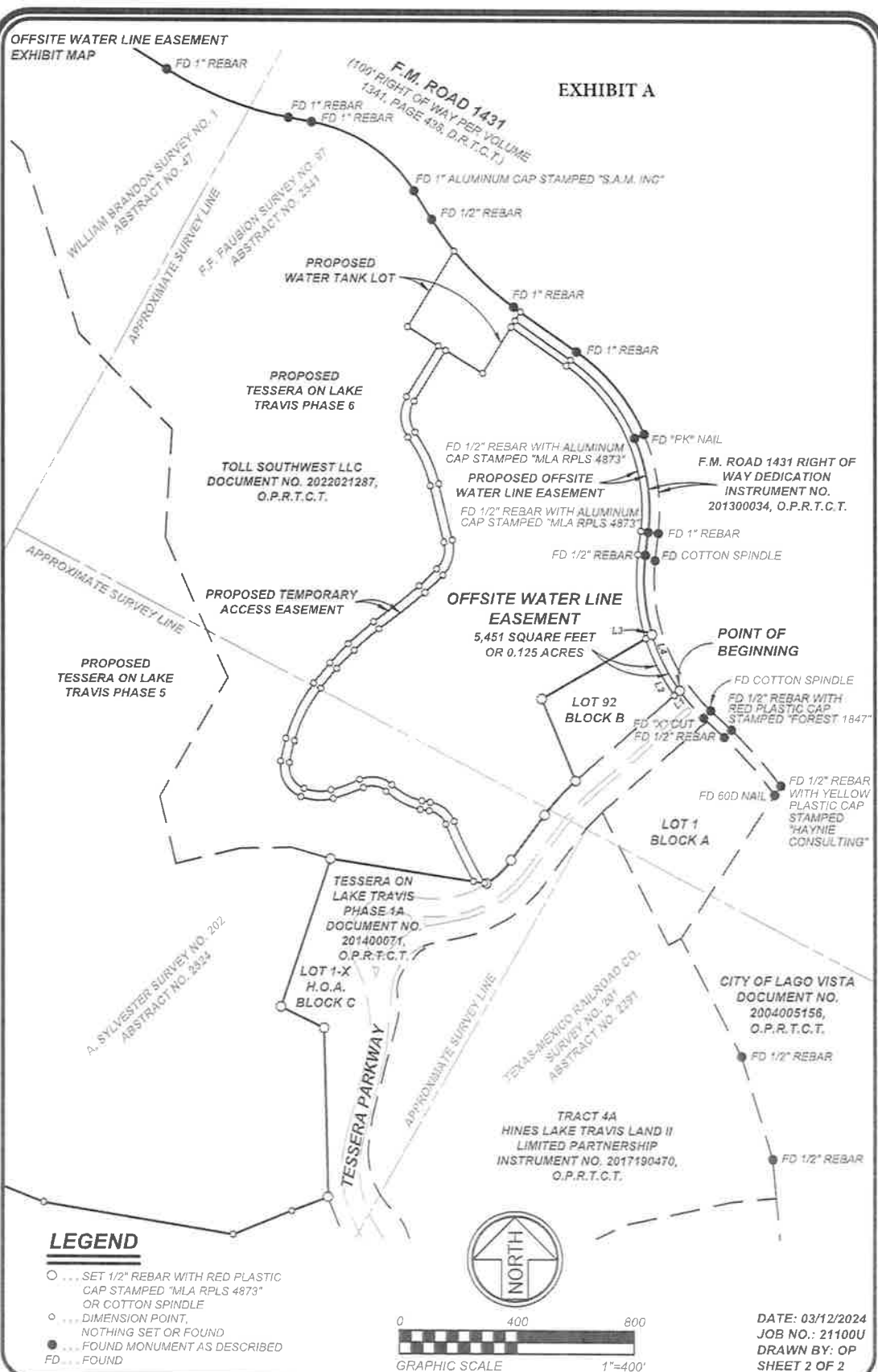
Robin Smith

City Secretary

City of Lago Vista, Texas

5803 Thunderbird Drive Lago

Vista, Texas 78645



OFFSITE WATER LINE EASEMENT

0.125 ACRES OUT OF LOT 92, BLOCK B,
TESSERA ON LAKE TRAVIS PHASE 1A,
DOCUMENT NO. 201400071, O.P.R.T.C.T.
CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS

MARSHALL LANCASTER & ASSOCIATES, INC.

CONSULTING LAND SURVEYORS

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metro (817) 258-8000 fax (817) 252-2231
www.mla-survey.com firm no. 10045100

**OFFSITE WATER LINE EASEMENT
LEGAL DESCRIPTION**

EXHIBIT B

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TOLL SOUTHWEST LLC, RECORDED IN DOCUMENT NO. 2022021287, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND A PORTION OF LOT 92, BLOCK B, TESSERA ON LAKE TRAVIS PHASE 1A, RECORDED IN DOCUMENT NO. 201400071, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON SPINDLE SET AT THE EAST CORNER OF SAID LOT 92, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 201300034, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TESSERA PARKWAY;

THENCE ALONG THE SOUTHEAST LINE OF SAID LOT 92 AND SAID WESTERLY RIGHT OF WAY LINE OF TESSERA PARKWAY, SOUTH 48 DEGREES 47 MINUTES 18 SECONDS WEST A DISTANCE OF 25.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 681.27 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 30 MINUTES 32 SECONDS, AN ARC LENGTH OF 220.08 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 26 DEGREES 32 MINUTES 11 SECONDS WEST A DISTANCE OF 219.13 FEET TO THE NORTHWEST LINE OF SAID LOT 92;

THENCE ALONG SAID NORTHWEST LINE OF LOT 92, NORTH 59 DEGREES 25 MINUTES 17 SECONDS EAST A DISTANCE OF 25.77 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 656.27 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 49 MINUTES 09 SECONDS, AN ARC LENGTH OF 215.56 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 26 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 214.59 FEET TO THE **POINT OF BEGINNING**, CONTAINING 5,451 SQUARE FEET OR 0.125 ACRES OF LAND, MORE OR LESS.

ROBERT T. HIDELE
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6583
DATE: MARCH 12, 2024



GENERAL NOTES

1. THE BASIS OF BEARINGS FOR THIS EXHIBIT IS THE TEXAS STATE PLANE COORDINATE SYSTEM BASED ON THE LOWER COLORADO RIVER AUTHORITY (LCRA) MONUMENTS A590 AND LT02.
2. OWNERSHIP REFERENCES SHOWN HEREON ARE BASED ON TRAVIS CENTRAL APPRAISAL DISTRICT DATA WEBSITE WWW.TRAVISCAD.ORG.
3. EASEMENTS AND OTHER TITLE ENCUMBRANCES, BOTH RECORDED AND UNRECORDED, MAY EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.
4. IMPROVEMENTS EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.

COURSE TABLE

COURSE	BEARING	DISTANCE
L1	S 48°47'18" W	25.12'
L2	R= 681.27' Tan: 111.01' Chd: N 26°32'11" W	A: 220.08' CA: 18°30'32" 219.13'
L3	N 59°25'17" E	25.77'
L4	R= 656.27' Tan: 108.76' Chd: S 26°09'40" E	A: 215.56' CA: 18°49'09" 214.59'

DATE: 03/12/2024
JOB NO.: 21100U
DRAWN BY: OP
SHEET 1 OF 2

OFFSITE WATER LINE EASEMENT

0.125 ACRES OUT OF LOT 92, BLOCK B,
TESSERA ON LAKE TRAVIS PHASE 1A,
DOCUMENT NO. 201400071, O.P.R.T.C.T.
CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS

**MARSHALL LANCASTER & ASSOCIATES, INC.
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metro (817) 268-8000 fax (817) 282-2231
www.mla-survey.com firm no. 10045100

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

PERMENANT WATERLINE EASEMENT ("EASEMENT AGREEMENT")

Date: _____, 2025

Grantor: **TOLL SOUTHWEST, LLC**, a Delaware limited liability company

Grantor's Address: 1320 Arrow Point Drive, Suite 401
Cedar Park, Texas 78613

Grantee (or "the City"): **CITY OF LAGO VISTA**, Texas, a municipality situated in Travis County

Grantee, the City's Address: 5803 Thunderbird, Lago Vista, TX 78645

Easement Tract: Being that 0.721 acre (31,409 square feet) tract of land situated in Travis County, Texas, out of the F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, in Travis County, Texas, as more particularly described by metes and bounds and shown in the attached Exhibit A.

Easement Duration: Perpetual

Easement Purpose: (A) exclusive as to the subsurface of the Easement Tract, exclusive easement to operate and use the Facilities and (B) non-exclusive access and egress of the surface and subsurface of the Easement Tract to access Facilities to maintain, upgrade, monitor, inspect, replace, make connections with, and/or remove the Facilities.

Facilities: Underground public waterlines and related facilities and equipment, including connections therewith ("the Facilities"), or the operation and maintenance of all types of public waterlines and all associated appurtenances.

Non-Permitted Activity: (A) Below the surface of the Easement Tract, the installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement any facilities, structures or other similar improvements which would impair City's access and/or use of the

Facilities as determined by the City in its sole discretion or (B) on the surface of the Easement Tract, which would materially impair City's access to the Facilities as determined by the City in its sole discretion.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an easement in the Easement Tract for the Easement Purpose as may be necessary or desirable, together with (i) the non-exclusive right of ingress and egress at all times over, on, and across the surface of the Easement Tract solely to access the Easement Tract for the Easement Purpose, and (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its sole discretion, including without limitation the City's right to remove any obstructions as necessary to keep the obstructions clear of the Facilities. Notwithstanding the preceding sentence, Grantee shall repair and/or restore the surface of the Easement Tract to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by Grantee's exercise of its rights hereunder, at Grantee's sole cost and expense, (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves to use and enjoy the Easement Tract, and all land above it except for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its sole discretion.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to all matters of record, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and the *City* includes the *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

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Executed to be effective on the Date first stated above.

GRANTOR:

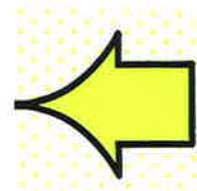
TOLL SOUTHWEST, LLC,

a Delaware limited liability company

By: [Signature]

Name: Brandon Cooper

Title: Division President

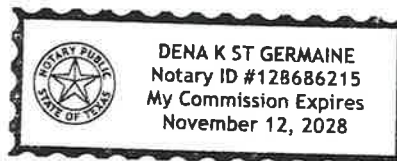


THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on January 14, 2025⁶ by Brandon Cooper, the Division President of Toll Southwest, LLC, a Delaware limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of January 2025⁶.

Dena St. Germaine
Notary Public-State of Texas



GRANTEE:**CITY OF LAGO VISTA, TEXAS, a Texas home
rule municipal corporation**By: _____
Shane R. Saum, Mayor

Date: _____

ATTEST:_____
Robin Smith, City Secretary**APPROVED AS TO FORM:**_____
Brad Bullock, City AttorneySTATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 202_ vote to authorize the acceptance of this dedication of the Easement.

Shane R. Saum, MayorSTATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 202_ by Shane R. Saum, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

AFTER RECORDING RETURN TO

Robin Smith
City Secretary
City of Lago Vista, Texas
5803 Thunderbird Drive Lago
Vista, Texas 78645

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION AND SURVEY PLAT OF
EASEMENT TRACT

**OFFSITE WATER LINE EASEMENT
LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TOLL SOUTHWEST LLC, RECORDED IN DOCUMENT NO. 2022021287, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON SPINDLE SET AT THE NORTH CORNER OF LOT 92, BLOCK B, TESSERA ON LAKE TRAVIS PHASE 1A, RECORDED IN DOCUMENT NO. 201400071, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 201300034, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS;

THENCE ALONG THE NORTHWEST LINE OF SAID LOT 92, SOUTH 59 DEGREES 25 MINUTES 17 SECONDS WEST A DISTANCE OF 25.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 681.27 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 10 MINUTES 45 SECONDS, AN ARC LENGTH OF 287.52 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 05 DEGREES 10 MINUTES 13 SECONDS WEST A DISTANCE OF 285.38 FEET;

THENCE NORTH 06 DEGREES 54 MINUTES 33 SECONDS EAST A DISTANCE OF 78.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 606.09 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61 DEGREES 52 MINUTES 10 SECONDS, AN ARC LENGTH OF 654.47 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 23 DEGREES 59 MINUTES 33 SECONDS WEST A DISTANCE OF 623.13 FEET;

THENCE NORTH 54 DEGREES 56 MINUTES 12 SECONDS WEST A DISTANCE OF 229.48 FEET;

THENCE NORTH 31 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 25.04 FEET;

THENCE SOUTH 54 DEGREES 56 MINUTES 12 SECONDS EAST A DISTANCE OF 230.95 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 631.09 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61 DEGREES 52 MINUTES 05 SECONDS, AN ARC LENGTH OF 681.45 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 23 DEGREES 59 MINUTES 35 SECONDS EAST A DISTANCE OF 648.83 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" FOUND ON SAID SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431, SOUTH 06 DEGREES 54 MINUTES 33 SECONDS WEST A DISTANCE OF 78.67 FEET TO A 1/2" REBAR FOUND AT THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 656.27 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 39 MINUTES 38 SECONDS, AN ARC LENGTH OF 271.01 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 04 DEGREES 55 MINUTES 16 SECONDS EAST A DISTANCE OF 269.09 FEET TO THE POINT OF BEGINNING, CONTAINING 31,409 SQUARE FEET OR 0.721 ACRES OF LAND, MORE OR LESS.


ROBERT T. HIDE LL
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6583
DATE: MARCH 12, 2024



COURSE TABLE

COURSE	BEARING	DISTANCE
L1	S 59°25'17" W	25.77'
L2	R= 681.27' Tan: 145.93' Chd: N 05°10'13" W	A: 287.52' CA: 24°10'45" 285.38'
L3	N 06°54'33" E	78.66'
L4	R= 606.09' Tan: 363.24' Chd: N 23°59'33" W	A: 654.47' CA: 61°52'10" 623.13'
L5	N 54°56'12" W	229.48'
L6	N 31°41'30" E	25.04'
L7	S 54°56'12" E	230.95'
L8	R= 631.09' Tan: 378.21' Chd: S 23°59'35" E	A: 681.45' CA: 61°52'05" 648.83'
L9	S 06°54'33" W	78.67'
L10	R= 656.27' Tan: 137.46' Chd: S 04°55'16" E	A: 271.01' CA: 23°39'38" 269.09'

GENERAL NOTES

1. THE BASIS OF BEARINGS FOR THIS EXHIBIT IS THE TEXAS STATE PLANE COORDINATE SYSTEM BASED ON THE LOWER COLORADO RIVER AUTHORITY (LCRA) MONUMENTS A590 AND LT02.
2. OWNERSHIP REFERENCES SHOWN HEREON ARE BASED ON TRAVIS CENTRAL APPRAISAL DISTRICT DATA WEBSITE WW.TRAVISCAD.ORG.
3. EASEMENTS AND OTHER TITLE ENCUMBRANCES, BOTH RECORDED AND UNRECORDED, MAY EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.
4. IMPROVEMENTS EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.

DATE: 03/12/2024
JOB NO.: 21100U
DRAWN BY: OP
SHEET 1 OF 2

OFFSITE WATER LINE EASEMENT
0.721 ACRES OUT OF TOLL SOUTHWEST LLC
DOCUMENT NO. 2022021287, O.P.R.T.C.T.
CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS

MARSHALL LANCASTER & ASSOCIATES, INC.
CONSULTING LAND SURVEYORS
land title surveys · topography · subdivision platting
retail, commercial and industrial construction surveying
1864 Norwood Drive, Suite E, Hurst, TX 76054
metro (817) 268-8000 fax (817) 282-2231
www.mla-survey.com firm no. 10045100

TOLL AREA 5

5

6

7

PHASE 2B

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

WASTEWATER LIFT STATION EASEMENT ("EASEMENT AGREEMENT")

Date:

March 12
February 9, 2026

Grantor:

TOLL SOUTHWEST LLC, a Delaware limited liability company

Grantor's Address:

1320 Arrow Point Drive, Suite 401
Cedar Park, Texas 78613

Grantee (or "the City"):

CITY OF LAGO VISTA, Texas, A municipality SITUATED IN Travis County

City's Address:

5803 Thunderbird, Lago Vista, TX 78645

Easement Tract:

Being that 0.365 acre (15,901 square feet) tract of land situated in Travis County, Texas, out of the F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, in Travis County, Texas, as more particularly described by metes and bounds and shown in the attached Exhibit A.

Easement Duration:

Perpetual

Easement Purpose:

Exclusive as to the surface of the Easement Tract to operate and use the Facilities, together with the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its sole discretion, including without limitation the City's right to remove any obstructions as necessary to keep the obstructions in violation of this Easement Agreement clear of the Facilities.

Facilities:

Lift stations and appurtenant facilities and equipment, including connections therewith ("the **Facilities**").

Non-Permitted Activity:

On the surface of the Easement Tract, such activities- which would

impair the City's use and enjoyment of the Facilities as determined by the City in its sole discretion.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an easement (the "Easement") over the Easement Tract for the Easement Purpose. Notwithstanding the preceding sentence, Grantee shall repair and/or restore the surface of the Easement Tract to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by Grantee's exercise of its rights hereunder, at Grantee's sole cost and expense.

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to use and enjoy the Easement Tract, except for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its sole discretion.

Grantor binds Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement, subject to all matters of record, -to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's, successors, and assigns* and the *City* includes the *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

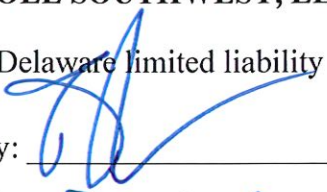
(The remainder of this page is intentionally blank)

Executed effective the Date first above stated.

GRANTOR:

TOLL SOUTHWEST, LLC,

a Delaware limited liability company

By: 

Name: Brandon Cooper

Title: Division President

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on March 12 ~~February 9~~, 2026 by Brandon Cooper, the Division President of Toll Southwest, LLC, a Delaware limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9th day of March ~~February~~ 2026.

Dena St. Germaine
Notary Public-State of Texas

GRANTEE:

CITY OF LAGO VISTA, TEXAS, a Texas home rule
municipal corporation

By: _____
Shane R. Saum, Mayor

Date: _____

ATTEST:

Robin Smith, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2026 vote to authorize the acceptance of this dedication of the Easement.

Shane R. Saum, Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026 by Shane R. Saum, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

AFTER RECORDING RETURN TO

Robin Smith
City Secretary
City of Lago Vista, Texas 5803
Thunderbird Drive Lago Vista,
Texas 78645

EXHIBIT A

METES AND BOUNDS DESCRIPTION AND SURVEY PLAT OF
EASEMENT TRACT

AFTER RECORDING RETURN TO

Robin Smith

City Secretary

City of Lago Vista, Texas

5803 Thunderbird Drive Lago

Vista, Texas 78645

EXHIBIT " A "

EASEMENT DESCRIPTION OF A 0.365 ACRE ($\pm 15,901$ SQUARE FEET) TRACT OF LAND SITUATED IN THE A. SYLVESTER SURVEY NO. 202, ABSTRACT NO. 2524 AND THE WILLIAM BRANDON SURVEY NO. 1, ABSTRACT NO. 47 IN TRAVIS COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT DESCRIBED AS 264.978 ACRES IN A WARRANTY DEED TO TOLL SOUTHWEST LLC, DATED FEBRUARY 2, 2022, AND RECORDED UNDER DOCUMENT NUMBER 2022021287 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("O.P.R.T.C.T." HEREFTER), SAID 0.365 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND COTTON SPINDLE AT THE NORTHWEST CORNER OF THE ROSSO BLANKET DRIVE 60-FOOT RIGHT-OF-WAY, SAME BEING ON THE SOUTHERLY BOUNDARY LINE OF SAID 264.978 ACRE TRACT AND A NORTHEASTERLY CORNER OF LOT 1-X, BLOCK A OR THE TESSERA ON LAKE TRAVIS PHASE 2B ACCORDING TO THE PLAT OR MAP THEREOF, APPEARING OF RECORD UNDER DOCUMENT NUMBER 202400001, O.P.R.T.C.T., BEARS NORTH $89^{\circ}43'51"$ EAST, A DISTANCE OF 512.24 FEET TO THE POINT OF BEGINNING;

THENCE, TRAVERSING THROUGH SAID 264.978 ACRES, WITH THE PERIMETER HEREOF, THE FOLLOWING **SIX (6) COURSES AND DISTANCES**:

1. **NORTH $17^{\circ}18'32"$ EAST, A DISTANCE OF 33.90 FEET**, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";
2. **NORTH $17^{\circ}18'32"$ EAST, A DISTANCE OF 66.10 FEET**, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";
3. **SOUTH $72^{\circ}41'28"$ EAST, A DISTANCE OF 120.00 FEET**, TO A SET 1/2 INCH REBAR STAMPED "LANGAN";
4. **SOUTH $69^{\circ}21'53"$ EAST, A DISTANCE OF 41.18 FEET**, TO A SET 1/2 INCH REBAR STAMPED "LANGAN" BEING A POINT OF CURVATURE TO THE LEFT;
5. **ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,444.81 FEET**, AND A CHORD WHICH BEARS SOUTH $18^{\circ}36'08"$ WEST, 97.64 FEET, AND AN ARC LENGTH OF 97.65 TO A SET 1/2 INCH REBAR STAMPED "LANGAN";
6. **NORTH $72^{\circ}41'28"$ WEST, A DISTANCE OF 158.91 FEET TO THE POINT OF BEGINNING**, CONTAINING **0.365 ACRE ($\pm 15,901$ SQUARE FEET) OF LAND**, MORE OR LESS. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). DISTANCES AND AREAS REPORTED HAVE BEEN SCALED BY A FACTOR OF 1.0001221 AND THUS REPRESENT SURFACE MEASUREMENTS.

I, BRIAN A. BOUDREAUX, HEREBY CERTIFY THAT THIS EXHIBIT DESCRIBES THE PROPOSED EASEMENT.



BRIAN A. BOUDREAUX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7189
BBOUDREAUX@LANGAN.COM
October 23, 2025



LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPES Firm No. 10194888

Project

TESSERA NORTHSIDE

FM 1431
LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

**WASTEWATER
FACILITY EASEMENT**

Project No.

531010518

Date

2025/10/23

Drawn By

J. MONTEMAYOR

Checked By

Z. MOORE

Drawing No.

EX04

Sheet 1 of 2

CURVE TABLE			
Curve	ARC LENGTH	RADIUS	CHORD BEARING
C1	97.65'	1,444.81'	S18°36'08"W
			97.64'

Line Table		
LINE	BEARING	DISTANCE
L1	N17°18'32"E	33.90'
L2	N17°18'32"E	66.10'
L3	S72°41'28"E	120.00'
L4	S69°21'53"E	41.18'
L5	N72°41'28"W	158.91'

EXHIBIT "A"

LEGEND

—○— PROPERTY LINE (SUBJECT TRACT)

— — — PROPERTY LINE (ADJOINING TRACT)

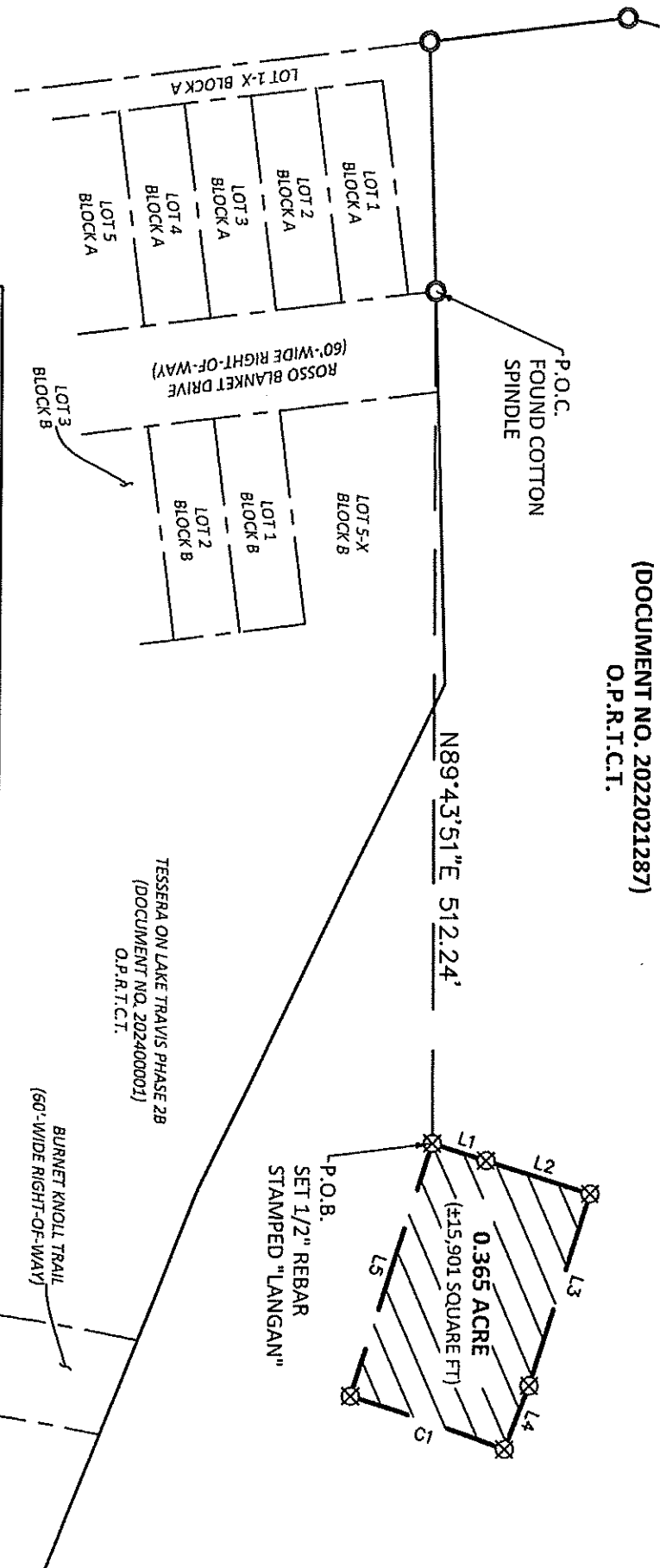
— — — BOUNDARY LINE (HEREIN DESCRIBED)

⊗ FOUND MONUMENT (AS NOTED)

⊗ SET 1/2" REBAR STAMPED "LANGAN" (UNLESS NOTED OTHERWISE)



264.978 ACRES
TOLL SOUTHWEST LLC
(DOCUMENT NO. 2022021287)
O.P.R.T.C.T.



LANGAN Langan Engineering and Environmental Services, LLC 5606 N. Mopac Expressway, Suite 110 Austin, TX 78759 T: 737.289.7800 F: 737.289.7801 www.langan.com TRPELS Firm No. 10194888		Project TESSERA NORTHSIDE FM 1431 LAGO VISTA TEXAS	
Drawing Title WASTEWATER FACILITY EASEMENT		Project No. 531010518 Date 2023/10/23 Drawn By J. MONTEMAYOR Checked By Z. MOORE	
EX04		Drawing No.	

RESOLUTION NO. 26-2204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ACCEPTING THE DONATION OF A 0.136-ACRE WASTEWATER LINE EASEMENT FROM TOLL SOUTHWEST, LLC FOR THE CONSTRUCTION OF A WASTEWATER LINE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the developer is designing and building a wastewater line, to provide additional wastewater capacity needed for increased development;

Whereas, Toll Southwest, LLC, a Delaware limited liability company (Toll) has agreed to donate a 0.136-acre wastewater line easement for the construction of said infrastructure - the address and Travis County Tax Appraisal District Identification Number of the property where the wastewater line easement is located on FM 1431, Lago Vista, Texas, Travis CAD ID No. 825203;

Whereas, Staff recommends Council accept the donation of a 0.136-acre wastewater line easement from Toll to provide additional wastewater capacity needed for increased development; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council accepts the donation of a 0.136-acre wastewater line easement from Toll Southwest, LLC to provide additional wastewater capacity needed for increased development, and authorizes the City Manager, or his designee, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

[Approval to follow]

PASSED AND APPROVED this ____ day of April 2026.

THE CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

RESOLUTION NO. 26-2205

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ACCEPTING THE DONATION OF A 1.828-ACRE WATER FACILITIES EASEMENT AND 1.798-ACRE ACCESS EASEMENT FROM TOLL SOUTHWEST, LLC FOR THE CONSTRUCTION OF AN ELEVATED STORAGE TANK; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the Developer is designing and building an elevated storage tank to provide additional water capacity needed for increased development;

Whereas, Toll Southwest, LLC, a Delaware limited liability company (Toll) has agreed to donate a 1.828-acre water facilities easement and 1.798-acre access easement for the construction of an elevated storage tank - the address and Travis County Tax Appraisal District Identification Number of the property where the elevated storage tank will be located on FM 1431; Lago Vista, Texas, Travis CAD ID No. 825203;

Whereas, Staff recommends Council accept the donation of a 1.828-acre water facilities easement and 1.798-acre access easement from Toll to for the construction of an elevated storage tank to provide additional water capacity needed for increased development; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council accepts the donation of a 1.828-acre water facilities easement and 1.798-acre access easement from Toll Southwest, LLC for the construction of an elevated water tank to provide additional water capacity needed for increased development, and authorizes the City Manager, or his designee, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

[Approval to follow]

PASSED AND APPROVED this ____ day of April 2026.

THE CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

RESOLUTION NO. 26-2206

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ACCEPTING THE DONATION OF A 0.721-ACRE WATERLINE EASEMENT FROM TOLL SOUTHWEST, LLC FOR THE CONSTRUCTION OF WATER LINES; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the developpr is designing and building water lines, to provide additional water capacity needed for increased development;

Whereas, Toll Southwest, LLC, a Delaware limited liability company (Toll) has agreed to donate a 0.721-acre waterline easement for the construction of said infrastructure - the address and Travis County Tax Appraisal District Identification Number of the property where the easement is located on FM 1431, Lago Vista, Texas, Travis CAD ID No. 825203;

Whereas, Staff recommends Council accept the donation of a 0.721-acre waterline easement from Toll to provide additional water capacity needed for increased development; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council accepts the donation of a 0.721-acre waterline easement from Toll Southwest, LLC to provide additional water capacity needed for increased development, and authorizes the City Manager, or his designee, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

[Approval to follow]

PASSED AND APPROVED this ____ day of April 2026.

THE CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

RESOLUTION NO. 26-2207

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ACCEPTING THE DONATION OF A 5,451 SQUARE FOOT (0.125-ACRE) WATERLINE EASEMENT FROM HINES LAKE TRAVIS LAND II, LP FOR THE CONSTRUCTION OF AN OFFSITE WATERLINE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the developer is designing and building and offsite waterline, to provide additional water capacity needed for increased development;

Whereas, Hines Lake Travis Land II, LP, a Texas limited partnership (Hines) has agreed to donate a 5,451 square foot (0.125-acre) waterline easement for the construction of said infrastructure- the address and Travis County Tax Appraisal District Identification Number of the property where the lift station will be located are F M RD 1431, Lago Vista, Texas, Travis CAD ID No. 825203;

Whereas, Staff recommends Council accept the donation of a 5,451 square foot (0.125-acre) waterline easement from Hines to provide additional water capacity needed for increased development; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council accepts the donation of a 5,451 square foot (0.125-acre) waterline easement from Hines Lake Travis Land II, LP to provide additional water capacity needed for increased development, and authorizes the City Manager, or his designee, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this ____ day of April 2026.

THE CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

RESOLUTION NO. 26-2208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ACCEPTING THE DONATION OF A 0.365-ACRE WASTEWATER LIFT STATION EASEMENT AND 0.402-ACRE ACCESS EASEMENT FROM TOLL SOUTHWEST, LLC FOR THE CONSTRUCTION OF A LIFT STATION; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the developer is designing and building a wastewater lift station located within F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, to provide additional wastewater capacity needed for increased development;

Whereas, Toll Southwest, LLC, a Delaware limited liability company (Toll) has agreed to donate a 0.365-acre wastewater lift station easement and 0.402-acre access easement for the construction of new a wastewater lift station - the address and Travis County Tax Appraisal District Identification Number of the property where the lift station will be located on FM 1431, Lago Vista, Texas, Travis CAD ID No. 825203;

Whereas, Staff recommends Council accept the donation of a 0.365-acre wastewater lift station easement and 0.402-acre access easement from Toll for the construction of a lift station to provide additional wastewater capacity needed for increased development; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council accepts the donation of a 0.365-acre wastewater lift station easement and 0.402-acre access easement from Toll Southwest, LLC for the construction of a lift station to provide additional wastewater capacity needed for increased development, and authorizes the City Manager, or his designee, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

[Approval to follow]

PASSED AND APPROVED this ____ day of April 2026.

THE CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Jordan Strohmeier, Development Services

SUBJECT: Consideration and possible action to approve Resolution No. 26-2209 and Resolution No. 26-2210 to accept utility easements from Leonard Strickler and Lago Vista Independent School District for water and wastewater infrastructure along Bonanza Road.

BACKGROUND: The proposed easements provide the City with a continuous corridor necessary for extension of municipal water and wastewater infrastructure serving the Leo One development area and adjacent properties. Acceptance of these easements secures the City's legal access for installation, operation, and long-term maintenance of public utilities and supports coordinated infrastructure planning in advance of future construction activities. Both easement instruments have been executed by the respective property owners, including approval by the Lago Vista Independent School District Board of Trustees, and are in a form acceptable for Council consideration.

FINDINGS: As part of coordination associated with the Leo One development and planned wastewater service extension in the Bonanza Road area, staff worked with the adjacent property owners to secure utility easements necessary to establish a continuous infrastructure corridor between Lohmans Ford Road and Dawn Drive. Two separate 25-foot-wide utility easements have been granted:

- an easement from Leonard Strickler containing approximately 0.316 acres, and
- an easement from Lago Vista Independent School District containing approximately 0.971 acres.

Together, these easements provide sufficient width and continuity to accommodate installation, construction, operation, maintenance, replacement, and access for municipal water and wastewater facilities and related infrastructure.

Acceptance of the easements does not authorize construction of utilities at this time. Construction will occur only following approval of engineering plans and applicable development

permits. Rather, acceptance ensures that the City secures the necessary property interests in advance of infrastructure extension consistent with subdivision servicing and long-range utility planning. Approval of this item supports orderly infrastructure expansion, protects future maintenance access, and advances implementation of municipal utility service extensions in this portion of the City.

ATTACHMENTS:

[Easement Documents.pdf](#)

[5700 Lohmand Ford Municipal Services Agreement-Filed-Leonard Strickler.pdf](#)

[5700 Lohmans Ford Leo One Plat Filed.pdf](#)

[5700 Lohmans Ford-Bonanza Road Right-of-Way.pdf](#)

[Easement Alignment.pdf](#)

[Resolution No. 26-2209 Easement Lago Vista ISD to City.docx](#)

[Resolution No. 26-2210 Easement Strickler to City.docx](#)

Easement Agreement for Water and Wastewater Lines

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:

3/23/26

Grantor:

Leonard Strickler

Grantor's Mailing Address:

2701 Cavileer
Austin, Texas 78757 (Travis County)

Grantee:

The City of Lago Vista, a home rule municipality

Grantee's Mailing Address:

5803 Thunderbird St.
Lago Vista, TX 78645 (Travis County)

Easement Property: 25 FOOT WIDE UTILITY EASEMENT CONTAINING 0.316 ACRE PORTION OF THE 10.814 ACRES (CALLED 10.926 ACRES) OF LAND SITUATED IN THE MARY CAMPBELL SURVEY NO. 98, ABSTRACT NO. 189 IN TRAVIS COUNTY, TEXAS BEING THE TRACT CONVEYED TO LEONARD STRICKLER BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2013057516 AND THE 2.691 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023076820 AND THE 0.127 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023076766, save and except THE 2.691 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023076808 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT A ATTACHED TO THIS AGREEMENT AND BY THIS REFERENCE INCORPORATED WITHIN IT.

Easement Purpose: For the installation, construction, operation, use, maintenance, replacement, repair, upgrade, and removal of water and wastewater lines and related facilities (collectively, the "Facilities") and to provide City, its employees, representatives, and contractors, pedestrian and vehicular ingress and egress across the easement property to perform construction and maintenance activities related to the Facilities.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, under, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* City's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with City as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by City for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with City, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* City has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, City must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and Facilities will be at the sole expense of City. The City has the right to eliminate any encroachments into the Easement Property. City has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation maintenance, replacement, and removal are at City's sole discretion, subject to performance of City's obligations under this agreement. City has the right to remove or relocate any improvements (including but not limited to fencing, pavement, drainage features, retaining

walls, landscaping, mailboxes, sprinkler systems, private utilities, and other such features) within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the improvements to their original condition on the completion of the work.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason

unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

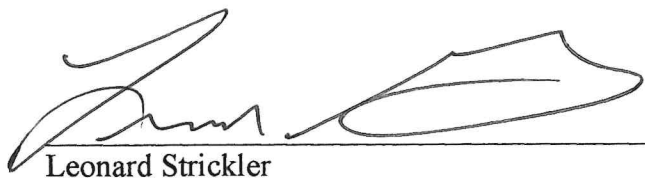
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

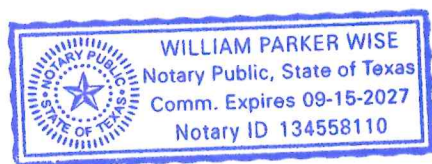
Signatures to Follow

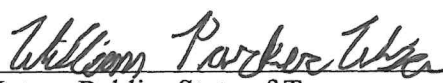
GRANTOR


Leonard Strickler

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on March, 23rd, 2020 by.




Notary Public, State of Texas

GRANTEE:

THE CITY OF LAGO VISTA, TEXAS

_____, Mayor

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__,
by _____, as Mayor of the City of Lago Vista, Texas.

Notary Public, State of Texas

National Council of Examiners for Engineering and Surveying #1928
 Texas Registered Professional Land Surveyor #5025
 North Carolina Professional Land Surveyor #L-5043
 E-Mail: SWRPLS@Gmail.com
 (512) 638-0220

METES AND BOUNDS DESCRIPTION

25 FOOT WIDE UTILITY EASEMENT CONTAINING 0.316 ACRE PORTION OF THE 10.814 ACRES (CALLED 10.926 ACRES) OF LAND SITUATED IN THE MARY CAMPBELL SURVEY NO. 98, ABSTRACT NO. 189 IN TRAVIS COUNTY, TEXAS BEING THE TRACT CONVEYED TO LEONARD STRICKLER BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2013057516 AND THE 2.691 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023076820 AND THE 0.127 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023076766, save and except THE 2.691 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023076808 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at an iron rod found at the southwest corner of the referenced tract, being also on the northerly proposed roadway on a 35.171 acre tract conveyed to the Lago Vista Independent School District by instrument of record in Volume 10470, Page 726, for the southwest corner and the **Point of Beginning** of the herein described tract;

Thence N 31 deg 13 min 42 sec E 36.41 feet to a point, for the northwest corner of the herein described tract;

Thence traversing over and across the referenced tract the following courses and distances:

N 74 deg 35 min 05 sec E 111.76 feet;

with a curve to the right whose radius = 520.00 feet, tangents = 153.99 feet, arc = 299.43 feet and whose chord bears S 88 deg 53 min 06 sec E 295.31 feet;

N 72 deg 22 min 49 sec W 139.63 feet to a point on the westerly right-of-way of Lohmans Ford, for the northeast corner of the herein described tract;

Thence S 31 deg 14 min 33 sec W 30.74 feet to an iron rod found at the southeast corner of the referenced tract, being also on the northerly proposed roadway on a 35.171 acre tract conveyed to the Lago Vista Independent School District by instrument of record in Volume 10470, Page 726, for the southeast corner of the herein described tract;

Thence with the said proposed roadway the following courses and distances:

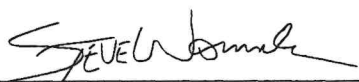
- (1) with a curve to the right whose radius = 1004.73 feet, tangents = 11.82 feet, arc = 23.63 feet and whose chord bears N 20 deg 44 min 52 sec E 23.63 feet to an iron rod found;
- (2) with a curve to the right whose radius = 20.00 feet, tangents = 18.78 feet, arc = 30.16 feet and whose chord bears S 64 deg 29 min 01 sec W 27.38 feet to an iron rod found;
- (3) N 72 deg 22 min 49 sec W 113.74 feet to an iron rod found;
- (4) With a curve to the left whose radius = 495.00 feet, tangents = 146.67 feet, arc = 285.18 feet and whose chord bears N 88 deg 52 min 35 sec W 281.26 feet to an iron rod found;
- (5) S 74 deg 35 min 05 sec W 138.14 feet to the **Point of Beginning**, containing 0.316 acres of land, more or less.

TOPO/BEARING/COORDINATE BASIS

ELIPSOID: WGS 1984/GRS 1980

PROJECTION: TEXAS CENTRAL NAD 83

GEIOD MODEL: GEIOD 12B



Steven W. Womack, Registered Professional Land Surveyor No. 5025

11 March 2026

Date



DATE: 03-11-2026
DRAWN BY: Staff
FILE NAME: 22-043.dwg
PROJECT NO. : 22-043

Easement Agreement for Water and Wastewater Lines

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:

March 23, 2026

Grantor:

Lago Vista ISD

Grantor's Mailing Address:

P.O. Box 4929
Lago Vista, TX 78645 (Travis County)

Grantee:

The City of Lago Vista, a home rule municipality

Grantee's Mailing Address:

5803 Thunderbird St.
Lago Vista, TX 78645 (Travis County)

Easement Property: Being 0.971-acre, situated in the Mary Campbell Survey No. 98, Abstract 189, Travis County, Texas, embracing a portion of a called 32.48-acre tract conveyed to LVISD in Volume 10470, Page 726, Official Public Records of Real Property, Travis County, Texas, and being more particularly described by metes and bounds in Exhibit A attached to this agreement and by this reference incorporated within it.

Easement Purpose: For the installation, construction, operation, use, maintenance, replacement, repair, upgrade, and removal of water and wastewater lines and related facilities (collectively, the "Facilities") and to provide City, its employees, representatives, and contractors, pedestrian and vehicular ingress and egress across the easement property to perform construction and maintenance activities related to the Facilities.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs,

successors, and assigns an easement over, on, under, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the “Easement”), to have and to hold the Easement to Grantee and Grantee’s heirs, successors, and assigns forever. Grantor binds Grantor and Grantor’s heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee’s heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee’s successors and assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* City’s right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor’s heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with City as long as such use by Grantor and Grantor’s heirs, successors, and assigns does not interfere with the use of the Easement Property by City for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with City, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* City has the right (the “Secondary Easement”) to use as much of the surface of the property that is adjacent to the Easement Property (“Adjacent Property”) as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, City must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and Facilities will be at the sole expense of City. The City has the right to eliminate any encroachments into the Easement Property. City has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation maintenance, replacement, and removal are at City’s sole discretion, subject to performance of City’s obligations under this agreement. City has the right to remove or relocate any improvements (including but not limited to fencing, pavement, drainage features, retaining walls, landscaping, mailboxes, sprinkler systems, private utilities, and other such features) within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the improvements to their original condition on the completion of the work.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining

orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed

more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Signatures to Follow

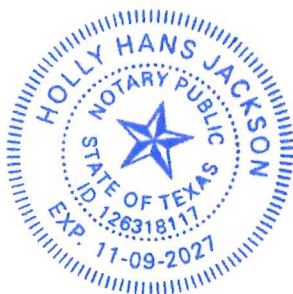
GRANTOR

Maria Cuman
Lago Vista Independent School District

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on 3/23/21 by.

Holly Hans Jackson
Notary Public, State of Texas



GRANTEE:

THE CITY OF LAGO VISTA, TEXAS

_____, Mayor

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

STATE OF TEXAS §

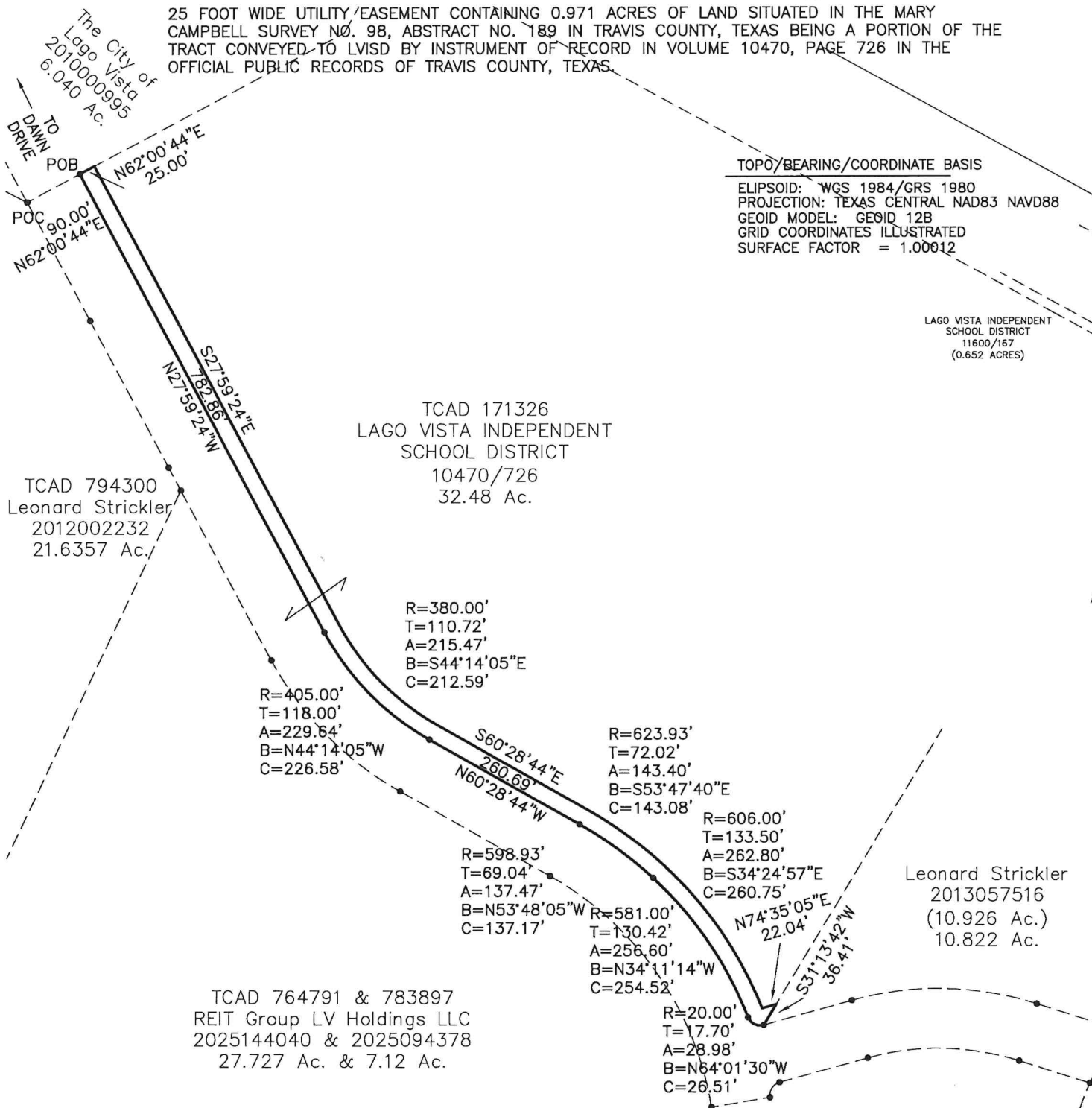
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__,
by _____, as Mayor of the City of Lago Vista, Texas.

Notary Public, State of Texas

Technical Illustration of Land Survey Data

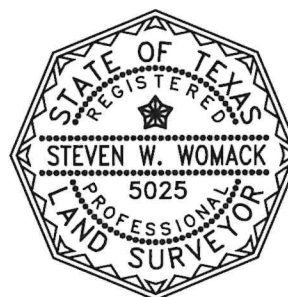
25 FOOT WIDE UTILITY/EASEMENT CONTAINING 0.971 ACRES OF LAND SITUATED IN THE MARY CAMPBELL SURVEY NO. 98, ABSTRACT NO. 189 IN TRAVIS COUNTY, TEXAS BEING A PORTION OF THE TRACT CONVEYED TO LVISD BY INSTRUMENT OF RECORD IN VOLUME 10470, PAGE 726 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II, STANDARD LAND SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

Steven Warner Womack

17 Feb. 2026



Steven Warner Womack, RPLS, PLS, NCEES Date
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

DATE: 02-17-2026
DRAWN BY: Staff
FILE NAME: 22-043.dwg
PROJECT NO. : 22-043

Steven Warner Womack, RPLS, PLS, NCEES

National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@Gmail.com
(512) 638-0220

METES AND BOUNDS DESCRIPTION

25 FOOT WIDE UTILITY EASEMENT CONTAINING 0.971 ACRES OF LAND SITUATED IN THE MARY CAMPBELL SURVEY NO. 98, ABSTRACT NO. 189 IN TRAVIS COUNTY, TEXAS BEING A PORTION OF THE TRACT CONVEYED TO LVISD BY INSTRUMENT OF RECORD IN VOLUME 10470, PAGE 726 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at an iron rod found at the southmost southeast corner of a 6.040 acre tract conveyed to the City of Lago Vista by instrument of record in Document No. 2010000995, being also the southwest corner of the referenced 32.48 acre tract conveyed to the Lago Vista Independent School District by instrument of record in Volume 10470, Page 726, **Thence** N 62°00'44" E a distance of 90.00 feet to a point, for the southwest corner and the **Point of Beginning** of the herein described tract;

Thence N 62°00'44" E a distance of 25.00 feet to a point, for the northwest corner of the herein described tract;

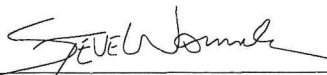
Thence traversing across and over the referenced 32.48 acre tract the following courses and distances:

S 27°59'24" E a distance of 782.86 feet to a point;
with a curve turning to the left with an arc length of 215.47 feet with a radius of 380.00 feet with a chord bearing of S 44°14'05" E, with a chord length of 212.59 feet to a point;
S 60°28'44" E a distance of 260.69 feet to a point;
with a curve turning to the right with an arc length of 143.40 feet with a radius of 623.93 feet with a chord bearing of S 53°47'40" E, with a chord length of 143.08 feet to a point;
with a compound curve turning to the right with an arc length of 262.80 feet with a radius of 606.00 feet with a chord bearing of S 34°24'57" E, with a chord length of 260.75 feet to a point;
N 74°35'05" E a distance of 22.04 feet to a point on the westerly line of a remainder tract conveyed to Leonard Strickler, for the northeast corner of the herein described tract;

Thence continuing across and over the referenced 32.48 acre tract the following courses and distances:

S 31°13'42" W a distance of 36.41 feet to an iron rod found;
with a curve turning to the right with an arc length of 28.98 feet with a radius of 20.00 feet with a chord bearing of N 64°01'30" W, with a chord length of 26.51 feet to an iron rod found;
with a reverse curve turning to the left with an arc length of 256.60 feet with a radius of 581.00 feet with a chord bearing of N 34°11'14" W, with a chord length of 254.52 feet to an iron rod found;
with a compound curve turning to the left with an arc length of 137.47 feet with a radius of 598.93 feet with a chord bearing of N 53°48'05" W, with a chord length of 137.17 feet to an iron rod found;
N 60°28'44" W a distance of 260.69 feet to an iron rod found;
with a curve turning to the right with an arc length of 229.64 feet with a radius of 405.00 feet with a chord bearing of N 44°14'05" W, with a chord length of 226.58 feet to an iron rod found;
N 27°59'24" W a distance of 782.86 feet to the **Point of Beginning**, containing 0.971 acres of land, more or less.

TOPO/BEARING/COORDINATE BASIS
ELIPSOID: WGS 1984/GRS 1980
PROJECTION: TEXAS CENTRAL NAD 83
GEIOD MODEL: GEIOD 12B


Steven W. Womack, Registered Professional Land Surveyor No.5025

17 Feb. 2026
Date



MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGO VISTA, TEXAS
AND LEONARD STRICKLER

This Municipal Services Agreement ("Agreement") is entered into on 13th day of March, 2024 by and between the City of Lago Vista, Texas, a home-rule municipality of the State of Texas, ("City") and Leonard Strickler ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Tavis County, Texas, which consists of approximately 10.814 acres of land located completely within the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the request for annexation and execution of this Agreement are subject to approval by the City of Lago Vista Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the request for annexation submitted by Owner.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

a. Following annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

- i. Fire and Emergency Medical Services – The City does not provide municipal fire and emergency medical services but this area is served by the Travis County Emergency Services District for fire services and fire prevention activities.
- ii. Police – The Lago Vista Police Department will provide police protection to the newly annexed Area on the effective date of the annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population as that within the newly annexed Area.
- iii. Planning, Zoning, and Building – The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. The City Council, the Planning and Zoning Commission, and City staff regulate development and land use through the administration of the City's Code of Ordinances which will extend to the newly annexed Area on the effective date of the annexation. .
- iv. Building Inspection/Code Enforcement Services – The City's Development Services Department will provide building review and inspection services upon annexation of the Area in accordance with the City's Code of Ordinances. This includes issuing building permits for any new construction and remodeling, and enforcing all other applicable laws, codes, and rules which regulate buildings and building construction within the City..
- v. Publicly Owned Parks, Facilities, and Buildings
 1. Upon the effective date of annexation, residents of the Property will be permitted to utilize all existing publicly-owned and publicly-available parks, facilities (including libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
- vi. Streets and drainage – The City's Public Works Department will maintain the public streets and any streetlights over which the City has jurisdiction upon the effective date of annexation to the same extent and degree that it maintains other public streets and streetlights in the City. The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area as needed.
- vii. Water Service – Water service to the Property will be available upon annexation, on the same terms and conditions as extension of water service to residents of the City. Extension of water service to the Property shall comply

with City codes and ordinances.

- viii. Wastewater Service – Wastewater service to the Property will be available upon annexation, on the same terms and conditions as extension of wastewater service to residents of the City. Extension of wastewater service to the Property shall comply with City codes and ordinances.
 - ix. Solid Waste Services – The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas. Upon the effective date of annexation, the franchisee shall be notified of all newly annexed parcels.
 - x. Miscellaneous – All other applicable municipal services will be provided to the area in accordance with policies established by the City of Lago Vista.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the request for annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
 8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
 9. **GOVERNING LAW AND VENUE.** Venue for any suit relating to or arising out of this Agreement shall a court of competent jurisdiction located in Travis County, Texas. This Agreement shall be construed in conformity with the provisions of Texas law without giving effect to its conflict of law provision.
 10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF LAGO VISTA

By: Tracie Hlavinka
Tracie Hlavinka
City Manager

LEONARD STRICKLER

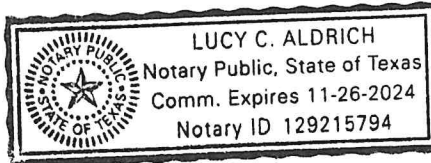
[Signature]
Date: 3/13/24

State of Texas §
County of Travis §

This instrument was acknowledged before me on the 25 day of March, 2024, by Tracie Hlavinka, City Manager of the City of Lago Vista, a Texas municipal corporation, on behalf of said corporation.

By: Lucy C. Aldrich

Notary Public, State of Texas

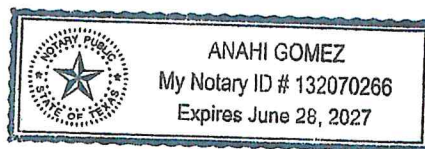


State of Texas §
County of Travis §

This instrument was acknowledged before me on the 13 day of March, 2024, by Leonard Strickler.

By: Leonard Strickler

Notary Public, State of Texas

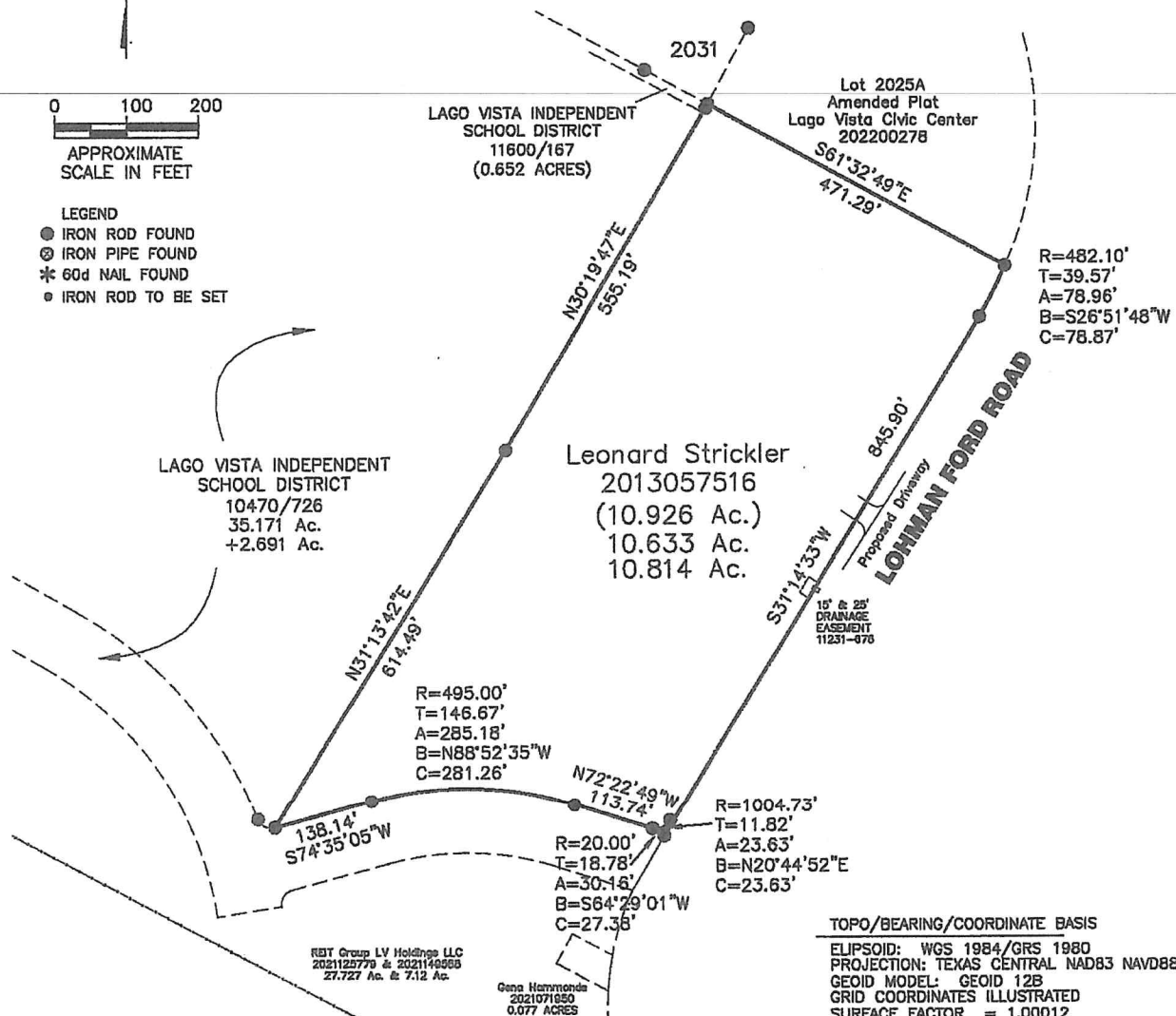


After Recording Return to:
City Secretary
City of Lago Vista
5803 Thunderbird St #101
Lago Vista, TX 78645

Exhibit A

Technical Illustration of Land Survey Data

10.814 ACRES (CALLED 10.926 ACRES) OF LAND SITUATED IN THE MARY CAMPBELL SURVEY NO. 98, ABSTRACT NO. 189 IN TRAVIS COUNTY, TEXAS BEING THE TRACT CONVEYED TO LEONARD STRICKLER BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2013057516 AND THE 2.691 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023076820 AND THE 0.127 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023076766, save and except THE 2.691 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023076808 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

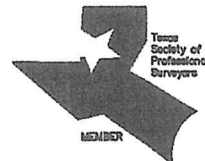
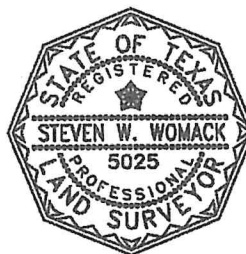


THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II, STANDARD LAND SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

Steven Warner Womack

13 July 2023

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220



DATE: 04-19-2023
DRAWN BY: Staff
FILE NAME: 22-043.dwg
PROJECT NO.: 22-043

ACKNOWLEDGED TO ME THAT HE PERSONALLY APPEARED LEONARD STRICKLER, EXPRESSED AND IN THE CAPACITIES THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF JULY 1944.

PARTY NAME Self (Self-Test)
NOTARY PUBLIC IN AND FOR: TEXAS
MY COMMISSION EXPIRES: 03-07-26



LAGO VISTA INDEPENDENT
SCHOOL DISTRICT
10470/726
(35.171 ACRES)
41.211 Ac.
35.000 Ac.

1. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON THIS LOT, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF LAKE VISTA.
2. ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE SETBACKS AS SET FORTH IN THE CITY OF LAKE VISTA ZONING ORDINANCE. AS A RESULT, THE INDICATED SETBACKS SHALL BE MAINTAINED AND NO SIDEWALK DRIVE SHALL BE DESIGNED AS THE LOCATION OF THE REQUIRED FRONT YARD.
3. SITE CLEANING, BUSH CUTTING, CUTS AND FILLS SHALL BE IN ACCORDANCE WITH ARTICLE 10.100 OF THE CITY OF LAKE VISTA CODE OF ORDINANCES.

[illegible]

CITY OF LAGO VISTA APPROVAL

ADMINISTRATOR, CITY OF LAGO VISTA, TEXAS

DATE 10/23/24



David J. Smith
CITY SECRETARY, CITY OF LAGO VISTA, TEXAS

DATE 27-10-24

THIS SUBDIVISION IS WITHIN THE CITY LIMITS OF THE CITY OF LAGO VISTA, THE 20th DAY OF JANUARY, 2021 A.D.

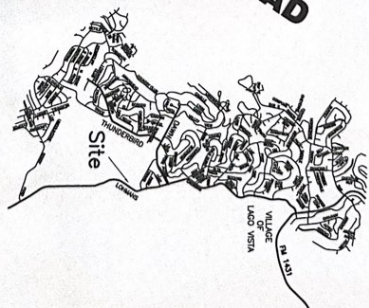
Leo One Subdivision

CAMPBELL SURVEY NO. 98, ATRACT NO. 108 IN TRAVIS COUNTY, TEXAS BEING THE TRACT CONVEYED TO LEONARD STRICKLER BY INSTRUMENT OF RECORD IN DOCUMENT NO. 201307516 AND THE 2,691 ACRE TRACT DESCRIBED IN DOCUMENT NO. 202307620, save and except the 2,691 ACRE TRACT DESCRIBED IN DOCUMENT NO. 202307608 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Leonard Strickler
2013057516
(10.926 Ac.)
10.822 Ac.

Lot 1
3.012 ACRES

Leonard Strick
2013057516
(10.926 Ac.)
10.822 Ac.

[illegible]

Vicinity Map
Not to Scale

0 25
SCALE 1"=50

LOTS: 1
ACREAGE: 3.012
L.F. OF NEW STREETS: 0

LEONARD STRICKLER
2701 CAVILEER AVE.
AUSTIN, TEXAS 7875

SURVEYOR:
STEVE WOMACK
10703 SIERRA OAKS
AUSTIN, TEXAS 78759
PHONE: (512) 638-0220

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

WITNESS MY HAND AND SEAL OF OFFICE ON THIS THE 24 DAY OF Feb 2004 AT 11:31 O'CLOCK A. M. AND DULY RECORDED ON THIS, THE 24 DAY OF Feb 2004 AT 11:31 O'CLOCK A. M. IN THE OFFICIAL RECORDS OF TRAM COUNTY, TEXAS, AS DOCUMENT NO. 2029018 12660 2024

BY: D. DAVIS
DEPUTY

D. DAVIS



LEGEND

- IRON ROD FOUND
- IRON ROD TO BE SET
- IRON PIPE FOUND
- * 60d NAIL FOUND
- () RECORD BEARING, DISTANCE

ELIPSOID: WGS 1984/GRS 1980
PROJECTION: TEXAS CENTRAL NAD83 NAVD83
GEOID MODEL: GEOID 12B
GRID COORDINATES ILLUSTRATED
SURFACE FACTOR = 1.00012

Steven Warner Wornack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # 1-5043
E-Mail: SWRPLS@Gmail.com Phone/Text: (512) 638-0220

Leo One Subdivision

3.012 ACRES OF LAND OUT OF 10.814 ACRES (CALLED 10.926 ACRES) OF LAND SITUATED IN THE MARY CAMPBELL SURVEY NO. 98, ABSTRACT NO. 189 IN TRAVIS COUNTY, TEXAS BEING THE TRACT CONVEYED TO LEONARD STROKLER BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2013057516 AND THE 2.691 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023076820 AND THE 0.127 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2023075766, save and except the 2.691 ACRE TRACT OFFERED IN DOCUMENT NO. 202307680A IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SCALE: 1" = 50' DATE: 09/10/24
FIELD BOOK: 86
DRAWN BY: STAFF
FILE NAME: 22-043 LEO
APPROVED BY: STAFF
PROJECT NO: 22-043

DOC54./10:15:87/BD 1500

04-29-7016

WARRANTY DEED

 17-00 INDEX
 18-00 27
 19-00 37
 20-00 47

THE STATE OF TEXAS

X

COUNTY OF TRAVIS

X

That I, F. LELAND STANFORD, owning, occupying and claiming other property as my homestead, of 9022 Balcones Club Drive, in the City of Austin, County of Travis and State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable cash consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged and for which no lien, express or implied, is retained herein, has GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto LAGO VISTA INDEPENDENT SCHOOL DISTRICT, of Post Office Box 4929, in the City of Lago Vista, the County of Travis and State of Texas, subject to the reservation hereinafter made, all of the following described real property in Travis County, Texas, to-wit:

TRACT 1:

35.000 acre tract of land in the Mary Campbell Survey No. 98, Travis County, Texas, being part of a 450.309 acre tract of land conveyed to F. Leland Stanford by deed recorded in Volume 10034, Page 21, Deed Records of Travis County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

TRACT 2 - ROADWAY RIGHT-OF-WAY TRACT:

5.212 acre tract of land in the Mary Campbell Survey No. 98, Travis County, Texas being part of a 450.309 acre tract of land conveyed to F. Leland Stanford by deed recorded in Volume 10034, Page 21, Deed Records of Travis County, Texas and being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and I do hereby bind myself, my heirs, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

There is hereby excepted and reserved unto Grantor, his heirs, legal representatives and assigns the free and uninterrupted use and a perpetual easement for ingress and egress for passing in, over, along and through the above referenced Tract 2 - Roadway Right-of-Way Tract for the purpose of providing roadway access to any and all other portions of Grantor's remaining land and for the benefit thereof as an easement appurtenant to the remainder of Grantor's land, and to use such Tract all times in common with Grantee, its successors and assigns. Said Tract 2 is conveyed by Grantor to Grantee for the purpose of constructing a roadway and to assure ingress and egress for Grantee to Tract 1 conveyed by Grantor to Grantee herein.

Any roadway constructed by Grantee, its successors and assigns on Tract 2 shall be constructed to City of Lago Vista, State of Texas and Travis County standards, as appropriate, without any road construction or other assessment upon, or contribution by Grantor or any of Grantor's heirs, legal representatives or assigns or any road construction or other assessment against any of the land adjoining Tract 2, belonging to such parties. Grantee expressly does not assume any obligation either to pay for such roadway itself or to state a date certain by which such roadway shall be constructed, the control of construction, financing and timing

 REAL PROPERTY RECORDS
 Travis County, Texas

6F7-1-12423

10470 0726

DOC34./10:15:87/BD

being entirely within Grantee's discretion. Such undertakings may be delegated or assigned, subject to the rights of Grantor herein reserved.

Unlimited ingress and egress access to Tract 2 before or after construction of the roadway shall be afforded to all of Grantor's remaining land, whether or not directly adjoining Tract 2 and to Grantor and any succeeding owners of all or any portion of Grantor's remaining land for present purposes or purposes which may come into being in the future by the development of any of Grantor's remaining land, being all land of Grantor described in the above deed recording reference, less the Tracts hereby conveyed.

By acceptance hereof, Grantee covenants and agrees to indemnify and hold Grantor, his heirs, legal representatives and assigns harmless from any and all costs, expenses, assessments or other financial obligations or undertakings whatsoever in connection with the construction of the road.

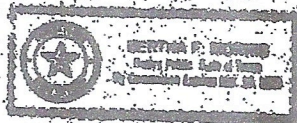
EXECUTED this 27 day of October, A.D., 1987.

F. Leland Stanford
F. LELAND STANFORD

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on 27th day of October, 1987 by F. LELAND STANFORD.



Cynthia F. Morris
Notary Public, State of Texas
Notary's name (printed):
Cynthia F. Morris
Notary's commission expires:
1-15-89

10470 0727

EXHIBIT H

FIELD NOTES FOR 6.211 ACRES

FIELD NOTES describing a 6.211 acre tract of land in the Mary Campbell Survey No. 98, Travis County, Texas being part of a 450.309 acre tract of land conveyed to F. Leland Stanford by deed recorded in Volume 10034, Page 21 of the Deed Records of Travis County, Texas and being more particularly described by notes and bounds as follows:

BEGINNING at an iron pin set on the South line of a tract of land conveyed to Lago Vista, Inc. by deed recorded in Volume 1974, Page 35 of the above mentioned Deed Records, on the East line of Lago Vista Travis Plaza, recorded in Book 39, Page 90 of the Plat Records of Travis County, Texas, for the Northwest corner of the above mentioned 450.309 acre tract and the Northwest corner of this tract.

THENCE S 68° 24' 08" E with the South line of the said Lago Vista, Inc. tract and the North line of the said 450.309 acre tract 106.68 feet to an iron pin set for the PC of a curve to the left, said curve having a radius of 15.00 feet and a central angle of 94° 55' 39".

THENCE with the arc of the said curve 24.85 feet, the long chord of which bears S 63° 56' 02" W 22.11 feet, to an iron pin set for the PT of the said curve.

THENCE S 16° 30' 12" W 124.14 feet to an iron pin set for the PC of a curve to the left, said curve having a radius of 405.00 feet and a central angle of 32° 40' 31".

THENCE with the arc of the said curve 363.27 feet, the long chord of which bears S 04° 20' 03" E 353.02 feet, to an iron pin set for the PT of the said curve.

THENCE S 35° 10' 18" E 920.57 feet to an iron pin set for the PC of a curve to the left, said curve having a radius of 405.00 feet and a central angle of 32° 29' 20".

THENCE with the arc of the said curve 229.65 feet, the long chord of which bears S 31° 24' 59" E 226.58 feet, to an iron pin set for the PT of the said curve.

THENCE S 67° 39' 18" E 260.68 feet to an iron pin set for the PC of a curve to the right, said curve having a radius of 551.00 feet and a central angle of 38° 52' 05".

THENCE with the arc of the said curve 394.14 feet, the long chord of which bears S 48° 11' 35" E 386.62 feet, to an iron pin set for the PT of the said curve and the PC of a curve to the left, said curve having a radius of 20.00 feet and a central angle of 83° 47' 28".

THENCE with the arc of the said curve 29.23 feet, the long chord of which bears S 70° 41' 11" E 26.71 feet, to an iron pin set for the PT of the said curve.

THENCE N 67° 25' 08" E 139.26 feet to an iron pin set for the PC of a curve to the right, said curve having a radius of 495.00 feet and a central angle of 33° 08' 00".

THENCE with the arc of the said curve 285.10 feet, the long chord of which bears N 63° 55' 08" E 281.18 feet, to an iron pin set for the PT of the said curve.

THENCE S 79° 35' 00" E 123.71 feet to an iron pin set for the PC of a curve to the left, said curve having a radius of 20.00 feet and a central angle of 66° 21' 48".

THENCE with the arc of the said curve 30.15 feet, the long chord of which bears N 57° 14' 09" E 27.27 feet, to an iron pin set on the proposed curving West right-of-way line of Lohmann Crossing Road for the PT of the said curve and the PC of a curve to the left, said curve having a radius of 1804.73 feet and a central angle of 01° 20' 50".

THENCE with the arc of the said curve 23.62 feet, the sub-chord of which bears S 13° 22' 47" W 23.62 feet, to an iron pin set in the intersection of the proposed curving West right-of-way line of Lohmann Crossing Road and the existing West right-of-way line of Lohmann Crossing Road, on the East line of the said 450.309 acre tract for the PT of the said curve.

THENCE S 25° 25' 32" W with the existing West right-of-way line of Lohmann Crossing Road 36.20 feet to an iron pin set for the PC of a curve to the left, said curve having a radius of 374.83 feet and a central angle of 07° 49' 26".

THENCE with the said existing right-of-way and the arc of the said curve 51.17 feet, the sub-chord of which bears S 21° 30' 53" W 51.13 feet, to an iron pin set for the PT of the said curve.

THENCE N 79° 35' 00" W 119.23 feet to an iron pin set for the PC of a curve to the left, said curve having a radius of 405.00 feet and a central angle of 33° 00' 00".

THENCE with the arc of the said curve 233.25 feet, the long chord of which bears S 83° 55' 00" W 230.05 feet, to an iron pin set for the PT of the said curve.

THENCE S 67° 25' 00" W 138.26 feet to an iron pin set for the PC of a curve to the left, said curve having a radius of 20.00 feet and a central angle of 83° 47' 22".

THENCE with the arc of the said curve 29.25 feet, the long chord of which bears S 25° 31' 22" W 26.71 feet, to an iron pin set for the PT of the said curve.

THENCE S 73° 37' 31" W 90.00 feet to an iron pin set for the PC of a curve to the left, said curve having a radius of 491.00 feet and a central angle of 51° 17' 09".

THENCE with the arc of the said curve 439.50 feet, the long chord of which bears N 42° 01' 03" W 424.97 feet, to an iron pin set for the PT of the said curve.

THENCE N 67° 39' 36" W 260.68 feet to an iron pin set for the PC of a curve to the right, said curve having a radius of 495.00 feet and a central angle of 32° 29' 20".

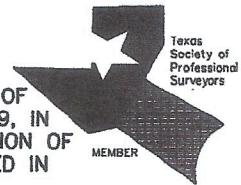
THENCE with the arc of the said curve 200.68 feet, the long chord of which bears N 51° 24' 55" W 276.94 feet, to an iron pin set for the PT of the said curve.

THENCE N 35° 10' 19" W 920.57 feet to an iron pin set for the PC of a curve to the right, said curve having a radius of 495.00 feet and a central angle of 51° 40' 31".

THENCE with the arc of the said curve 446.44 feet, the long chord of which bears N 09° 20' 03" W 432.46 feet, to an iron pin set for the PT of the said curve.

156

SURVEY SKETCH



LAGO VISTA
CHIC CENTER
ADDN.

0 200 400
APPROXIMATE
SCALE IN FEET

- LEGEND**
- IRON ROD FOUND
 - IRON ROD SET
 - ⊙ TELEPHONE PEDESTAL
 - WATER VALVE
 - GUY WIRE
 - ⊙ POWER POLE
 - OE- OVERHEAD ELECTRIC
 - X- BARBED WIRE FENCE
 - ⊙ LIGHT POLE
 - ⊙ FIRE HYDRANT
 - ⊙ COTTON SPINDLE FOUND
 - ⊙ GUARD RAIL
 - ⊙ SIGN
 - WATER HOSE BIB
 - ▲ NAIL FOUND

LAGO VISTA
TRAVIS PLAZA

F. LELAND STANFORD
10084-21
22.727 ACRES

LAGO VISTA INDEPENDENT
SCHOOL DISTRICT
10470-726
35.000 ACRES
TOTAL 41.211 ACRES

F. LELAND STANFORD
10084-21
10.926 ACRES

HIGHLAND LAKES
REAL ESTATE, INC.
TR2001014521
0.077 ACRES

BUILDING
LOCATIONS
ARE APPROXIMATE

NO EAVES OR
OVERHANGS
ARE SHOWN
HEREON

COMMENTS TO SCHEDULE B
AS STATED IN GF NO. 05-7601889,
EFFECTIVE DATE: 02-14-06

CERTIFIED TO: ALAMO TITLE COMPANY
BORROWER: LEONARD STRICKLER
INSURED: LEONARD STRICKLER

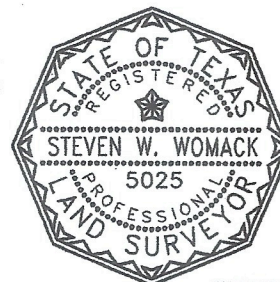
CURVE	DELTA	RADIUS	ARC LEN	CHORD BEARING	CHORD LEN
C4	38°52'04"	581.00'	394.13'	N 48°13'35" W	386.62'
C5	83°47'14"	20.00'	29.25'	N 70°41'11" W	26.71'
C6	33°00'02"	495.00'	285.10'	S 83°55'00" W	281.18'
C7	86°21'12"	20.00'	30.14'	S 57°14'08" W	27.37'
C8	14°06'07"	374.83'	92.26'	S17°46'10" W	92.02'
C9	28°24'35"	521.70'	258.68'	S11°31'53" E	256.04'
C10	32°59'59"	405.00'	233.26'	N 83°55'00" E	230.05'
C11	83°47'14"	20.00'	29.25'	N 25°31'22" E	26.71'
C12	51°17'08"	491.00'	439.50'	S 42°01'03" E	424.97'
C13	32°29'21"	495.00'	280.69'	S 51°24'59" E	276.94'
C14	51°40'29"	495.00'	446.44'	S 09°20'03" E	431.46'
C15	01°20'49"	1004.73'	23.62'	N20°33'41" E	23.62'

NO PORTION OF THE SURVEY SHOWN HEREON LIES WITHIN THE LIMITS OF A FLOOD HAZARD AREA OR WITHIN THE LIMITS OF THE 100 YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NO. 48453C0 ZONE X, DATED APRIL 15, 2002, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, TITLE SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN TEXAS, DATED OCTOBER 20, 2000.

STEVE W. WOMACK
REGISTERED PROFESSIONAL SURVEYOR
NO. 5025, STATE OF TEXAS

DATE



3DS
Land Surveyors
G.P.S. Services
Subdivisions • Topographic
Construction • Commercial • Boundaries

DATE: 3-23-06
DRAWN BY: CORY
FILE NAME: 06-049
PROJ. NO. : 06-049

P.O. BOX 850
LIBERTY HILL, TX 78642
PH: (512) 515-5888
FAX: (512) 515-5878



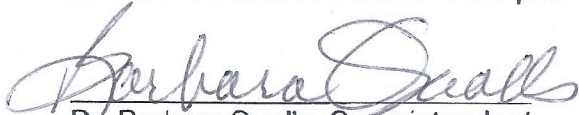
Three Dimensional Services

Z:\06-049 77ac LOHMAN FORD-STANFORD\33.493ACRES.dwg, 3/24/2006 8:43:45 AM

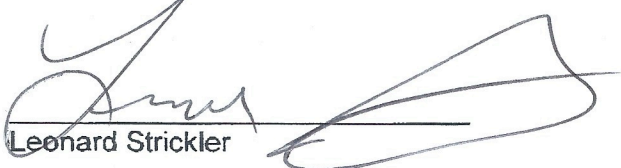
Letter of Agreement
Lago Vista ISD and Leonard Strickler

"Pursuant to the Warranty Deed from Leland Stanford to Lago Vista ISD recorded in Volume 10470, Page 726, Real Property Records of Travis County, Texas, the grantor therein and his successors and assigns reserved, as more fully stated therein, a right of ingress and egress, and a right to construct all or a portion of the road, over the 6.212-acre tract conveyed in that Warranty Deed."

It is agreed by Lago Vista ISD that Leonard Strickler is granted authorization to use and/or improve the 6.212 acres deeded to Lago Vista ISD by Leland Stanford. It is also agreed upon that any road improvement made by Leonard Strickler be made available to the public in the form of a public road.

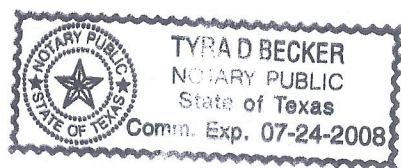

Dr. Barbara Qualls, Superintendent

3.31.2006
Date


Leonard Strickler

5-1-06
Date

Witnessed by Notary: Tyra D. Becker Date 5-1-06





Pokealong Path

Darling Art School

Rectory St
Mary Our Lady

St Mary's Church

Lohman Ford Rd

SLR Grocery & Center

Travis Dr

CONTRACT
LABOR SERVICES

BeautybyBaker

Lago Vista Public Library

City Property

Subject Tract

Bonanza Extension

25ft Easement to follow road
extension - To bring the utilities from
Bonanza to Lohman

Bonanza

Texas HomeLink

MontySpire

Lohman Ford Rd

RESOLUTION NO. 26-2209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ACCEPTING THE DONATION OF A 0.971-ACRE WATER AND WASTEWATER EASEMENT FROM LAGO VISTA ISD FOR THE CONSTRUCTION OF WATER AND WASTEWATER INFRASTRUCTURE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the developer is designing and building water and wastewater infrastructure, to provide additional water and wastewater capacity needed for increased development;

Whereas, Lago Vista ISD (the “ISD”) has agreed to donate a 0.971-acre water and wastewater easement for the construction of said infrastructure - the address and Travis County Tax Appraisal District Identification Number of the property where the easement is located on Lohmans Ford Rd, Lago Vista, Texas, Travis CAD ID No. 171326;

Whereas, Staff recommends Council accept the donation of a 0.971-acre wastewater lift station easement from the ISD to provide additional water and wastewater capacity needed for increased development; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council accepts the donation of a 0.971-acre water and wastewater easement from Lago Vista ISD to provide additional water and wastewater capacity needed for increased development, and authorizes the City Manager, or his designee, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

[Approval to follow]

PASSED AND APPROVED this ____ day of April 2026.

THE CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

RESOLUTION NO. 26-2210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ACCEPTING THE DONATION OF A 25-FOOTWIDE, 0.316-ACRE WATER AND WASTEWATER EASEMENT FROM LEONARD STRICKLER FOR THE CONSTRUCTION OF WATER AND WASTEWATER INFRASTRUCTURE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the developer is designing and building water and wastewater, to provide additional water and wastewater capacity needed for increased development;

Whereas, Leonard Strickler (Strickler) has agreed to donate a 25-foot wide, 0.316-acre water and wastewater easement for the construction of said infrastructure - the address and Travis County Tax Appraisal District Identification Number of the property where the easement is located on Lohman Ford Rd., Lago Vista, Texas, Travis CAD ID No. 999032;

Whereas, Staff recommends Council accept the donation of a 25-foot wide, 0.316-acre wastewater lift station easement from Strickler to provide additional water and wastewater capacity needed for increased development; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council accepts the donation of a 25-foot wide, 0.316-acre water and wastewater easement from Leonard Strickler to provide additional water and wastewater capacity needed for increased development, and authorizes the City Manager, or his designee, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

[approval to follow]

PASSED AND APPROVED this ____ day of April 2026.

THE CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Councilor Saum, City Council

SUBJECT: Consideration and possible action regarding the appointments to the Capital Improvements Advisory Committee.

BACKGROUND: A resolution approving the formation of the Capital Improvement Advisory Committee was adopted at the March 19 City Council meeting.
This item is to appoint members to the newly established Committee.

FINDINGS:

RECOMMENDATION: The following individuals are recommended for appointment: Enrique Lopez, Todd Massey, Danielle Younger, Dave Stewart, and Lynda Aird.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

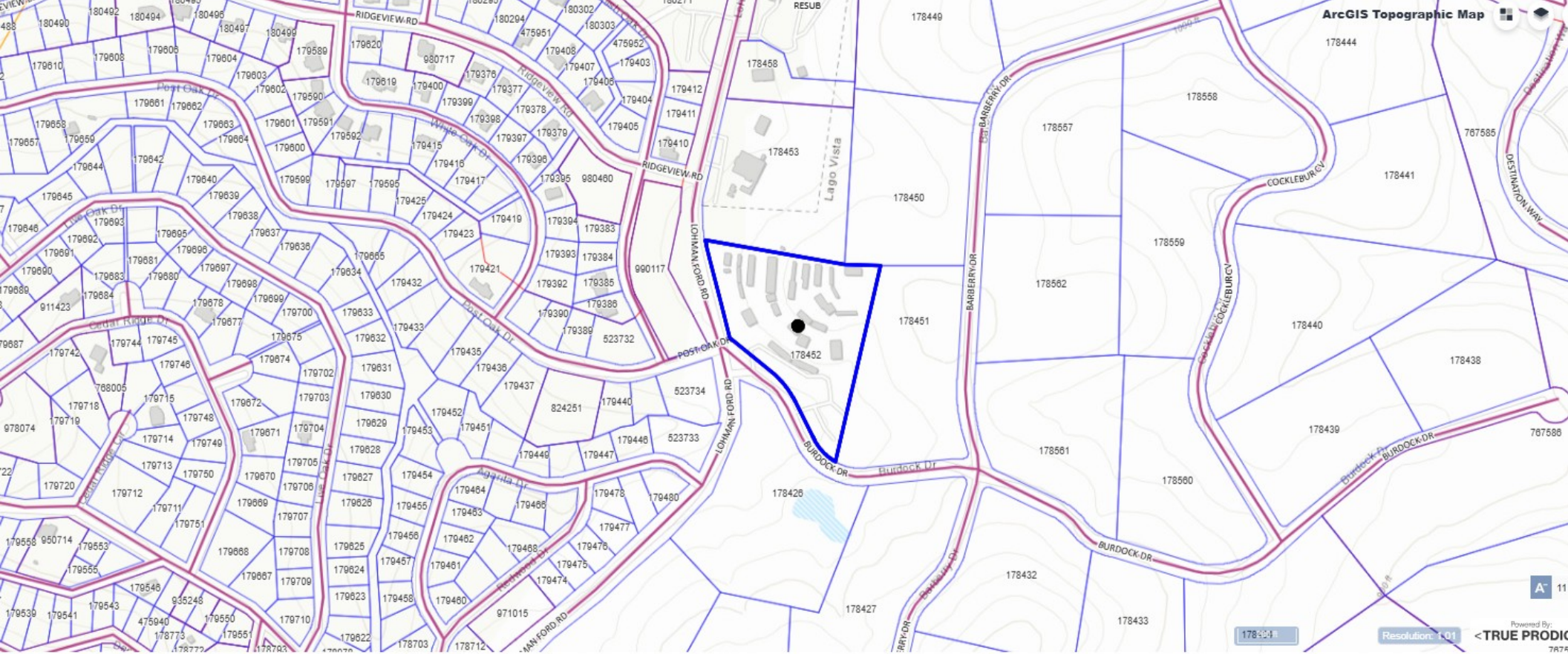
SUBMITTED BY: Jordan Strohmeyer, Development Services

SUBJECT: Consideration and possible action on Resolution No. 26-2211 regarding a voluntary annexation petition related to approximately 4.949 acres of land located at 7301 Lohman Ford Road, generally described as Lot 27, Travis Hollow Section Two, into the City of Lago Vista, Texas.

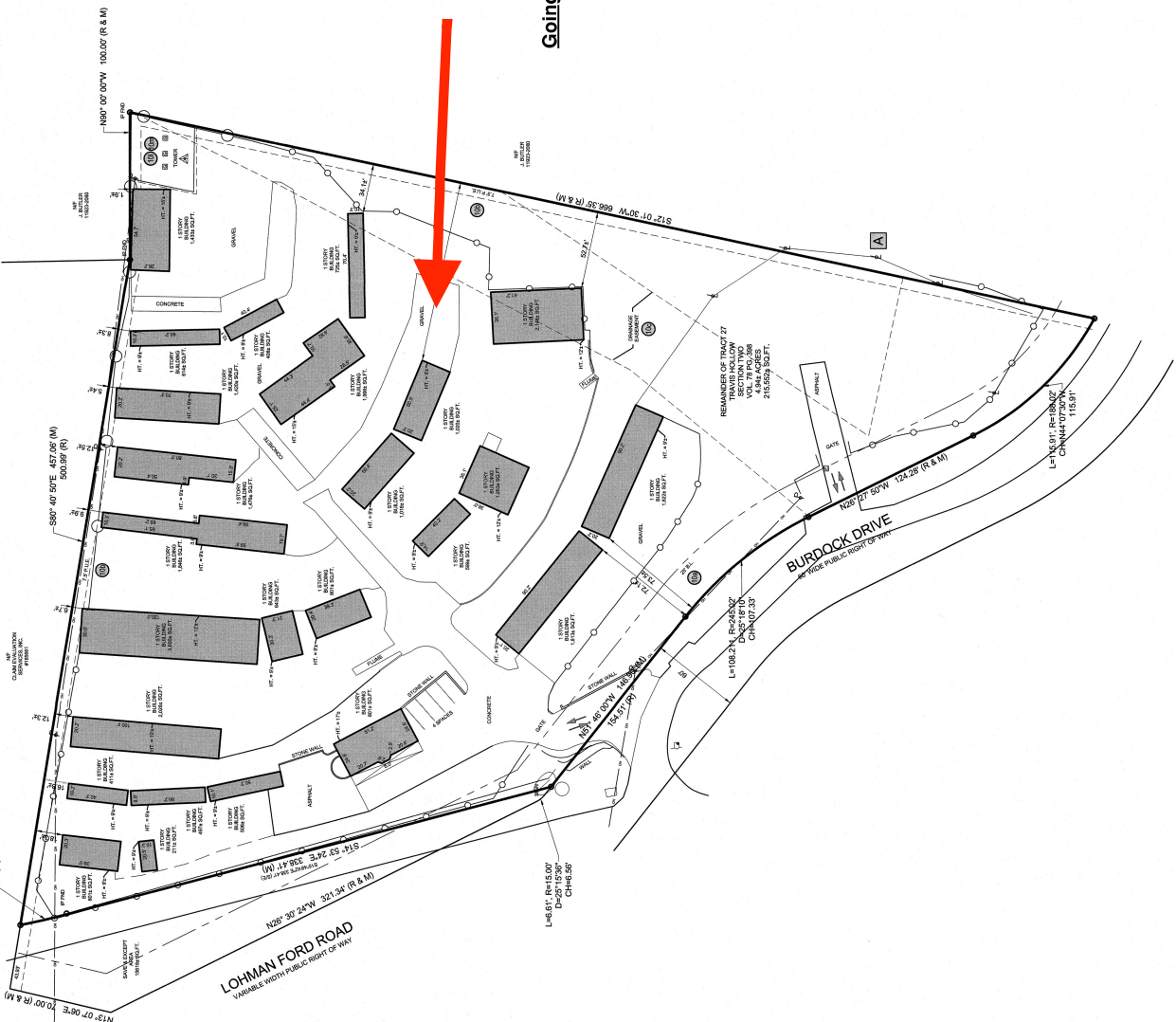
BACKGROUND: The owner of approximately 4.949 acres located at 7301 Lohman Ford Road, generally described as Lot 27, Travis Hollow Section Two, has submitted a petition requesting voluntary full-purpose annexation into the City of Lago Vista. The property is located within the City’s extraterritorial jurisdiction and is contiguous to the existing municipal boundary.

The annexation request was initiated by the property owner to allow the property to be incorporated into the City limits and to operate under City development regulations and municipal jurisdiction consistent with future improvements to the site. Pursuant to Texas Local Government Code Chapter 43, municipalities are required to provide an opportunity for public input prior to adoption of an annexation ordinance. Calling a public hearing is a required procedural step in the annexation process and allows affected property owners and residents to provide comments regarding the proposed annexation and associated municipal services.

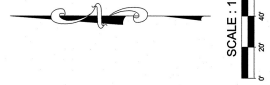
ATTACHMENTS:
[TCAD_Map.pdf](#)
[survey.pdf](#)
[Letter.pdf](#)
[TCAD.pdf](#)
[Resolution No. 26-2211 Texas Hills Storage Annexation.pdf](#)



LEGEND OF SYMBOLS & ABBREVIATIONS	
POWER POLE	TRAFFIC SIGNAL BOX
LIGHT POLE	SANITARY MANHOLE
GUY WIRE	CLEAN OUT
ELECTRIC MANHOLE	SIGNAL LIGHT POLE
ELECTRIC METER	GAS MANHOLE
TRANSFORMER	GAS VALVE
TELEPHONE MANHOLE	HANDICAPPED PARKING
TELEPHONE FEDESTAL	METERED END SECTION
CABLE BOX	BENCHMARK
STORM DRAIN MANHOLE	RECORD
STORM DRAIN INLET	MEASURED
STORM PIPE	CALCULATED
SEWER TRAP	VOL. VALVE
SEWER MANHOLE	BACKFLOW PREVENTER
SEWER INLET	WATER METER
SEWER TRAP	WELL HEAD
SEWER MANHOLE	POINT OF ACCESS
SEWER INLET	CONCRETE WATCH
SEWER TRAP	OVERHEAD WIRES
SEWER MANHOLE	FENCE
SEWER INLET	



Going to move the 5x5 building here



NIV 5

ALTANSPS LAND TITLE SURVEY
 PREPARED FOR
TEXAS HILL STORAGE
 DATE OF FIELD SURVEY: APRIL 8, 2020
 NEWSPRING, TEXAS 75865
1-(800)-SURVEYS (787-8397)
 www.altansps.com
 www.altansps.com
 www.altansps.com

SHEET 2 OF 2

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT



Chris Foster, Texas Hills Storage & Cleaners
7301 Lohman Ford Rd
817-271-0104
Chris@Texashillsstorage.com

January 27, 2026

City of Lago Vista
Atton: Development Services / City Manager
5803 Thunderbird St.
Lago Vista, TX 78645

RE: Petition for Voluntary Annexation of 7301 Lohman Ford Rd

To the Honorable Mayor and City Council,

Since 2020, we have been the proud owners of the property located at 7301 Lohman Ford Road. We are writing to formally express our desire to annex this property into the City of Lago Vista. Our goal is to align our operations more closely with the city's standards and contribute directly to the vibrant community we serve.

As long-term stakeholders, we wish to update our facility to better reflect the aesthetic and professional character of Lago Vista. Our immediate plans include an expansion project on a portion of the property previously utilized as a parking lot. We intend to convert this area into additional storage, a transition that will allow us to better meet the needs of local residents while maintaining an orderly and updated site.

Regarding municipal infrastructure, we wish to highlight that our facility is self-sufficient. We do not require city services such as water or sewer, ensuring that our annexation will not place any additional burden on the City's existing utility capacity or public works resources.

We believe that becoming a formal part of Lago Vista will be mutually beneficial. By integrating into the local government structure, we can better coordinate our services with city goals, participate in the local economy as a tax-paying entity, and ensure our future growth is consistent with the City's comprehensive plan.

We look forward to working with the Lago Vista Development Services Department to complete the Annexation Petition process. Thank you for your time and for your dedication to the future of our community.

Sincerely,

Chris Foster

Chris Foster, Owner

GENERAL INFO

ACCOUNT		OWNER	
Property ID:	178452	Name:	FOSTERS LIMITED LLC
Geographic ID:	0175770244	Secondary Name:	
Type:	R	Mailing Address:	1200 FORREST DR ARLINGTON TX US 76012-2407
Zoning:	C1	Owner ID:	1844552
Agent:	ADVALOREMTAX.NET	% Ownership:	100.000000
Legal Description:	TRT 27 TRAVIS HOLLOW SEC 2	Exemptions:	
Property Use:	63		

LOCATION

Address:	7301 LOHMANS FORD RD, LAGO VISTA TX 78645
Market Area:	
Market Area CD:	NW
Map ID:	017577

PROTEST

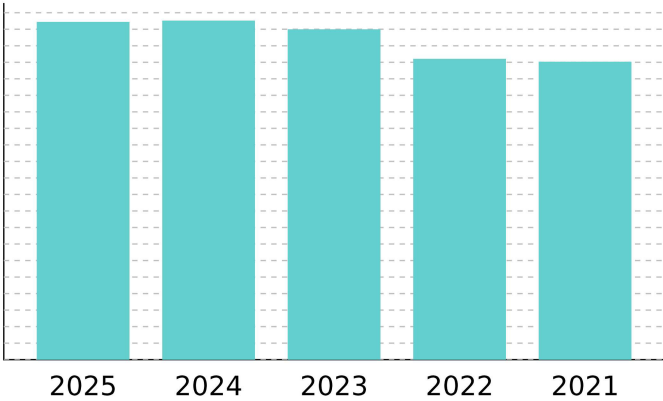
Protest Status:	
Informal Date:	
Formal Date:	

VALUES

CURRENT VALUES

Land Homesite:	\$0
Land Non-Homesite:	\$218,273
Special Use Land Market:	\$0
Total Land:	\$218,273
Improvement Homesite:	\$0
Improvement Non-Homesite:	\$1,826,033
Total Improvement:	\$1,826,033
Market:	\$2,044,306
Special Use Exclusion (-):	\$0
Appraised:	\$2,044,306
Value Limitation Adjustment (-):	\$0
Net Appraised:	\$2,044,306

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2025	\$218,273	\$1,826,033	\$0	\$2,044,306	\$0	\$2,044,306
2024	\$218,273	\$1,833,727	\$0	\$2,052,000	\$0	\$2,052,000
2023	\$218,273	\$1,781,727	\$0	\$2,000,000	\$0	\$2,000,000
2022	\$218,273	\$1,602,727	\$0	\$1,821,000	\$0	\$1,821,000
2021	\$218,273	\$1,585,798	\$0	\$1,804,071	\$0	\$1,804,071

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
03	TRAVIS COUNTY	0.375845	\$2,044,306	\$2,044,306
0A	TRAVIS CENTRAL APP DIST	0.000000	\$2,044,306	\$2,044,306
16	LAGO VISTA ISD	1.016900	\$2,044,306	\$2,044,306
1B	TRAVIS CO ESD NO 7	0.099967	\$2,044,306	\$2,044,306
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.118023	\$2,044,306	\$2,044,306
41	TRAVIS CO ESD NO 1	0.100000	\$2,044,306	\$2,044,306

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1:	MINI-WAREHOUSE	Improvement Value:	N/A	Main Area:	7,560
State Code:	F1	Description:	MINI-WAREHOUSE	Gross Building Area:	22,680

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	S		0	1995	1995	3,600
1ST	1st Floor	S		0	1995	1995	2,100
551	PAVED AREA	CA		1	1995	1995	15,120
1ST	1st Floor	S		0	1995	1995	1,260
1ST	1st Floor	S		0	1995	1995	600

Improvement Features

1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10
1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10
1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10
1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10

Improvement #2:	MINI-WAREHOUSE	Improvement Value:	N/A	Main Area:	5,700
State Code:	F1	Description:	MINI-WAREHOUSE	Gross Building Area:	17,100

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	S		0	2001	2001	2,000
551	PAVED AREA	CA		1	2001	2001	11,400
1ST	1st Floor	S		0	2001	2001	1,000
1ST	1st Floor	S		0	2001	2001	1,000
1ST	1st Floor	S		0	2001	2001	800
1ST	1st Floor	S		0	2001	2001	700
1ST	1st Floor	S		0	2001	2001	200

Improvement Features

1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10
1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10
1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10
1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10
1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10
1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10

Improvement #3: **MINI-WAREHOUSE** Improvement Value: **N/A** Main Area: **5,600**
 State Code: **F1** Description: **MINI-WAREHOUSE** Gross Building Area: **15,300**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	S		0	1995	1995	1,800
1ST	1st Floor	S		0	1995	1995	1,800
551	PAVED AREA	CA		1	1995	1995	9,700
1ST	1st Floor	S		0	1995	1995	600
1ST	1st Floor	S		0	1995	1995	500
1ST	1st Floor	S		0	1995	1995	500
1ST	1st Floor	S		0	1995	1995	400

Improvement Features

1ST Floor Factor: 1ST, Shape Factor: R, Ceiling Factor: 08, Grade Factor: A
 1ST Floor Factor: 1ST, Shape Factor: R, Ceiling Factor: 08, Grade Factor: A
 1ST Floor Factor: 1ST, Shape Factor: R, Ceiling Factor: 08, Grade Factor: A
 1ST Floor Factor: 1ST, Shape Factor: R, Ceiling Factor: 08, Grade Factor: A
 1ST Floor Factor: 1ST, Shape Factor: R, Ceiling Factor: 08, Grade Factor: A
 1ST Floor Factor: 1ST, Shape Factor: R, Ceiling Factor: 08, Grade Factor: A

Improvement #4: **MINI-WAREHOUSE** Improvement Value: **N/A** Main Area: **4,340**
 State Code: **F1** Description: **MINI-WAREHOUSE** Gross Building Area: **13,020**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	S		0	1998	1998	1,400
1ST	1st Floor	S		0	1998	1998	1,100
551	PAVED AREA	CA		1	1998	1998	8,680
1ST	1st Floor	S		0	1998	1998	840
1ST	1st Floor	S		0	1998	1998	600
1ST	1st Floor	S		0	1998	1998	400

Improvement Features

1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10
 1ST Floor Factor: 1ST, Shape Factor: R, Ceiling Factor: 12, Grade Factor: A
 1ST Floor Factor: 1ST, Shape Factor: R, Ceiling Factor: 16, Grade Factor: A
 1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10
 1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10

Improvement #5: **MINI-WAREHOUSE** Improvement Value: **N/A** Main Area: **4,100**
 State Code: **F1** Description: **MINI-WAREHOUSE** Gross Building Area: **12,300**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	S		0	1998	1998	1,850
1ST	1st Floor	S		0	1998	1998	1,450
551	PAVED AREA	CA		1	1998	1998	8,200
1ST	1st Floor	S		0	1998	1998	800

Improvement Features

1ST Floor Factor: 1ST, Shape Factor: U, Grade Factor: A, Ceiling Factor: 10
 1ST Floor Factor: 1ST, Shape Factor: L, Grade Factor: A, Ceiling Factor: 10
 1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10

Improvement #6:	OFFICE (SMALL)	Improvement Value:	N/A	Main Area:	1,227
State Code:	F1	Description:	OFFICE (SMALL)	Gross Building Area:	4,289

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	D		0	1995	1995	1,227
551	PAVED AREA	CA		1	1995	1995	2,454
501	CANOPY	A		1	1995	1995	273
435	FENCE IRON LF	A		1	1995	1995	335

Improvement Features

1ST Floor Factor: 1ST, Ceiling Factor: 08, Shape Factor: I					
Improvement #7:	MINI-WAREHOUSE	Improvement Value:	N/A	Main Area:	1,375
State Code:	F1	Description:	MINI-WAREHOUSE	Gross Building Area:	4,125

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	S		0	2002	2002	1,375
551	PAVED AREA	CA		1	2002	2002	2,750

Improvement Features

1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10					
Improvement #8:	MINI-WAREHOUSE	Improvement Value:	N/A	Main Area:	600
State Code:	F1	Description:	MINI-WAREHOUSE	Gross Building Area:	600

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
1ST	1st Floor	S		0	2002	2002	600

Improvement Features

1ST Floor Factor: 1ST, Shape Factor: R, Grade Factor: A, Ceiling Factor: 10					
Improvement #9:	SPECIAL (NODEPR)	Improvement Value:	N/A	Main Area:	0
State Code:	F1	Description:	SPECIAL (NODEPR)	Gross Building Area:	30,776

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
SO	Sketch Only	SO		0	2002		1,260
SO	Sketch Only	SO		0	2002		2,100
SO	Sketch Only	SO		0	2002		1,850
SO	Sketch Only	SO		0	2002		1,000
SO	Sketch Only	SO		0	2002		1,000
SO	Sketch Only	SO		0	2002		1,450
SO	Sketch Only	SO		0	2002		1,400
SO	Sketch Only	SO		0	2002		1,940
SO	Sketch Only	SO		0	2002		700
SO	Sketch Only	SO		0	2002		600
SO	Sketch Only	SO		0	2002		400
SO	Sketch Only	SO		0	2002		600
SO	Sketch Only	SO		0	2002		1,375
SO	Sketch Only	SO		0	2002		600
SO	Sketch Only	SO		0	2002		800
SO	Sketch Only	SO		0	2002		600
SO	Sketch Only	SO		0	2002		3,600
SO	Sketch Only	SO		0	2002		2,000
SO	Sketch Only	SO		0	2002		1,800
SO	Sketch Only	SO		0	2002		1,227

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
SO	Sketch Only	SO		0	2002		1,500
SO	Sketch Only	SO		0	2002		500
SO	Sketch Only	SO		0	2002		500
SO	Sketch Only	SO		0	2002		400
SO	Sketch Only	SO		0	2002		200
SO	Sketch Only	SO		0	2002		800
MISC	Miscellaneous	SO		0	2002		1

Improvement Features

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
LAND	Land	4.9490	215,578.4	\$1.01	N/A	N/A

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
4/29/20	WD	WARRANTY DEED	LOS KINS INC	FOSTERS LIMITED LLC				2020074694
4/15/05	WD	WARRANTY DEED	TEXAS HILLS INC	LOS KINS INC				2005067156 TR
6/6/95	WD	WARRANTY DEED	HIBBERT RICHARD & KIM	TEXAS HILLS INC		12454	01155	
11/18/94	WD	WARRANTY DEED	LAWYER HERMAN RAY	HIBBERT RICHARD & KIM		12322	00729	
12/7/92	MS	MISCELLANEOUS	KK & G INVESTMENTS	LAWYER HERMAN RAY		11847	00122	
11/18/94	WD	WARRANTY DEED	BANK OF THE HILLS	KK & G INVESTMENTS		12322	00727	
6/15/90	WD	WARRANTY DEED	CONSOLIDATED SUPPLY COMPANY	BANK OF THE HILLS		11213	00159	
12/20/85	AD	ASSUMPTION DEED	KING KATHLENE D TRUSTEE	CONSOLIDATED SUPPLY COMPANY		09503	00441	
11/30/84	WD	WARRANTY DEED	ANNCO INC	KING KATHLENE D TRUSTEE		08024	00722	

CITY OF LAGO VISTA, TEXAS
RESOLUTION NO. 26-2211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, DIRECTING STAFF TO ACCEPT A FORMAL APPLICATION FOR VOLUNTARY ANNEXATION OF APPROXIMATELY 4.949 ACRES OF LAND LOCATED AT 7301 LOHMAN FORD ROAD; DIRECTING CITY STAFF TO INITIATE AND COMPLETE ALL NECESSARY STEPS FOR ANNEXATION PROCEEDINGS PURSUANT TO APPLICABLE TEXAS LAW; AND PROVIDING FOR RELATED MATTERS.

RECITALS

WHEREAS, Chris Foster, owner of Texas Hills Storage & Cleaners, has submitted a letter dated January 27, 2026, formally expressing desire to voluntarily annex the property located at 7301 Lohman Ford Road, Lago Vista, Texas (the "Property") into the corporate limits of the City of Lago Vista; and

WHEREAS, the Property has been owned by the petitioner since 2020 and is currently utilized as a self-storage and cleaning facility; and

WHEREAS, the petitioner intends to undertake an expansion project on a portion of the Property previously utilized as a parking lot, converting said area to additional storage use; and

WHEREAS, the petitioner has represented that the facility is self-sufficient with respect to water and sewer services, and that annexation will place no additional burden on the City's existing utility capacity or public works resources; and

WHEREAS, voluntary annexation of the Property is consistent with the City's comprehensive plan and serves the interests of orderly municipal growth, the expansion of the City's tax base, and the coordination of land use standards within the community; and

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes municipalities to annex territory upon the written request of all owners of land proposed for annexation, subject to applicable procedural requirements; and

WHEREAS, the City Council finds that acceptance of the voluntary annexation application and initiation of the annexation process is in the best interest of the public health, safety, and general welfare of the citizens of Lago Vista.

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

SECTION 1. Findings Incorporated.

The foregoing recitals are hereby found to be true and correct and are incorporated into this Resolution as if set forth in full.

SECTION 2. Acceptance of Voluntary Annexation Application.

The City Council hereby accepts the voluntary annexation petition submitted by Chris Foster, Owner, Texas Hills Storage & Cleaners, for the property generally located at 7301 Lohman Ford Road, Lago Vista, Texas. City staff is directed to receive, log, and process a formal annexation application in accordance with the requirements of Chapter 43 of the Texas Local Government Code and all applicable City ordinances and procedures.

SECTION 3. Direction to City Staff.

The City Manager, Development Services Department, and City Attorney are hereby directed to take all necessary actions to facilitate and complete the voluntary annexation of the Property, including but not limited to:

- (a) Receiving and reviewing a complete formal annexation application and all required documentation from the petitioner;
- (b) Preparing or procuring a legal description and survey of the Property proposed for annexation;
- (c) Preparing a service plan for the Property as required by applicable law, addressing municipal services and infrastructure;
- (d) Coordinating with relevant City departments — including planning, public works, and emergency services — to evaluate service delivery capacity and zoning consistency;
- (e) Publishing required public notices and scheduling any public hearings as required by Chapter 43 of the Texas Local Government Code; and
- (f) Preparing a proposed annexation ordinance for consideration and adoption by the City Council.

SECTION 4. Cooperation with Petitioner.

City staff is authorized and directed to work cooperatively with the petitioner, Chris Foster, and Texas Hills Storage & Cleaners, to ensure a timely and efficient annexation process, and to communicate applicable requirements and timelines to the petitioner.

SECTION 5. No Commitment to Zone or Approve Development.

Nothing in this Resolution shall be construed as a commitment by the City Council to approve any specific zoning designation, land use classification, development permit, or site plan. Such matters shall be addressed separately and in accordance with the City's development review procedures following completion of annexation.

SECTION 6. Effective Date.

This Resolution shall take effect immediately upon its adoption by the City Council of the City of Lago Vista, Texas.

PASSED AND APPROVED by the City Council of the City of Lago Vista, Texas, on this 16th day of April, 2026.

Shane Saum
Mayor, City of Lago Vista

Robin Smith
City Secretary, City of Lago Vista

APPROVED AS TO FORM:

Bradford E. Bullock
City Attorney, City of Lago Vista

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Eric DeLaCruz, Finance

SUBJECT: Consideration and possible action awarding Irrigation proposal for RFP 26-03 Cedar Breaks Irrigation Repair and authorizing City Manager to Execute Agreement.

BACKGROUND: The City of Lago Vista owns and operates the Cedar Breaks Effluent Disposal Area, which serves as a permitted land application site for the dispersal of treated wastewater effluent generated by the City's wastewater treatment facilities. The effluent irrigation system is designed to distribute treated effluent in accordance with applicable Texas Commission on Environmental Quality (TCEQ) regulations and the City's wastewater permit requirements.

The irrigation system consists of pumps, electrical components, controllers, wiring, valves, lateral lines, and irrigation heads that allow for the controlled and uniform application of treated effluent across designated disposal fields. Proper operation of this system is critical to maintain regulatory compliance, protecting public health and the environment, and ensuring the continued functionality of the City's wastewater operations.

Portions of the irrigation system have been inactive for an extended period of time. Additionally, certain electrical components may have been impacted by a historical lightning strike, resulting in potential damage to controllers, wiring, and related infrastructure. Due to the period of inactivity, some valves, irrigation heads, and other mechanical components may require rehabilitation, replacement, or recalibration.

FINDINGS: An RFP was issued February 12th, 2026 with a closing date of March 12th 2026. A total of three (3) proposals were received and read aloud. The three were Aqua Flow Irrigation, Paul's Lawn & Landscape, and Kuality Landscaping & Handyman Services. A comparison of all three proposals can be found in the Bid Summary Sheet.

FINANCIAL IMPACT: This will be funded as part of the Cedar Breaks CIP department in the amount of \$134,900.00 with a line item code 40-580-8272

RECOMMENDATION: Approve

ATTACHMENTS:

[RFP 26-03 - Bid Summary Sheet.pdf](#)

[Pauls Lawn & Landscape LLC Proposal.pdf](#)

[Aqua Flow Irrigation Proposal.pdf](#)

[Kuality Landscaping & Handyman Services LLC Proposal.pdf](#)

		CITY OF LAGO VISTA, TEXAS 5803 Thunderbird St Lago Vista, Texas 78645		Bid Date: Thursday, March 12, 2026 @ 1:00 PM Calendar Days:			
		BID SUMMARY RFP 26-03 Irrigation System Repairs Cedar Breaks Thursday, March 12, 2026 @ 1:00 PM					
#	Name of Bidder / Company	Bid Bond Enclosed	Acknowledge Addenda	Base Bid Amount	Alt. 1 Amount	Alt. 2 Amount	Total Bid (Alt Incl.)
1	Kuality Landscaping & Handyman Services LLC						\$253,000.00
2	Aqua Flow Irrigation Proposal						
3	Pauls Lawn & Landscape LLC Proposal						
4							
5							
6							
7							
8							
9							
10							



Submission by:
Paul's Lawn and Landscape
201 King Lane
Leander, TX 78641
www.paulslawnaustin.com
512-553-5296

**Project Title: Irrigation System Repairs, Cedar Breaks Effluent
Disposal Area**

RFP No. 26-03

**Request for Sealed Proposals for Irrigation System Repairs, Cedar Breaks
Effluent Disposal Area**

<u>RESPONSES SHALL BE DELIVERED SEALED TO:</u> CITY OF LAGO VISTA City of Lago Vista 5803 Thunderbird St. Lago Vista, Texas 78645	<u>Or RESPONSES SHALL BE MAILED TO:</u> CITY OF LAGO VISTA City of Lago Vista P.O. Box 4727 Lago Vista, Texas 78645
PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting : N/A	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS: Paul's Lawn and Landscape
FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Eric De La Cruz eric.delacruz@lagovistatexas.gov	Contact Person: Paul Fuller Title: Owner/President Phone: () Fax: () 512-553-5296
RETURN THIS COVER SHEET AS INTENT RESPONSE TO: Charles West City Manager City of Lago Vista 5803 Thunderbird Street Lago Vista, Texas 78645	Email: landscape@paulslawnaustin.com Signature: Printed: Paul Fuller



201 King Lane
Leander, Texas 78641

512-553-5296

LAWN & LANDSCAPE LLC www.paulslawnatx.com

Estimate

Date: 1/14/2026

Estimate # : 5499

Customer:

City of Lago Vista
5803 Thunderbird St #101
Lago Vista, TX 78645



Service Address:

Cedar Breaks Retention Pond

Rep

PAUL

Project

Description	Qty	Rate	Total
Remove all old 2 wire that is laying on the ground, below the retention pond, in the 100 acres. Disconnect all connections, locate and find all isolation valves, map out pipes to make sure that all the water works all the way to very last heads on the line Rebuild all valves in the system. 120 valves. Take off the tops, install all new parts inside. If valve body is broken or non rebuildable, the old valve will be cut out, and a new valve plumbed in. Any broken valve box will be replaced with a new one. ***** Extra charge if valves are cut out and replaced***** Layout and run all new 2 wire cable. Install cable in 1/2 PVC conduit, above ground. Make all connections inside valve boxes with new wire connectors, as per manufacturers specs. All connections made for intersections of wires, they will be installed in a valve box below grade. Install all new decoders on each valve, program into controller Replace the 2 old controller with new Hunter ACC2 Controllers. Insure proper working order of all valves, pipes, wire and wire connections. Program controller to run efficiently for all heads Parts to be used 20,000 ft- 14/2 BILINE WIRE BLUE 1000FT 120- 2" PGV-201 2IN GLB/ANG VLV W/FLO 120- LP 10IN RND BLACK VLV BOX W/GRN LID 120- ICD-100 1STA DECODER FOR ACC L/P DBR/Y-6 UL SPLICE 100 BULK CONNECTORS 20,000 FT- 1/2 CL315 PVC BE PIPE 2- A2C-75D-P 75STA ACC2 CNTRL PLST		139,100.00	139,100.00

Estimate valid for 30 days from estimate date, if after that said time prices are subject to change. Accept by emailing back that you agree with terms.
50% pmt required to start job. If you cancel job, Material/supplies cost etc. will not be refunded once ordered and paid for your job.
3% fee on invoices over \$1000, if paying with credit card, which is not included in estimate.
Thank you for considering us for all your lawn and landscape needs.



201 King Lane
Leander, Texas 78641

512-553-5296

LAWN & LANDSCAPE LLC www. paulslawnatx.com

Estimate

Date: 1/14/2026

Estimate # : 5499

Customer:

City of Lago Vista
5803 Thunderbird St #101
Lago Vista, TX 78645



Service Address:

Cedar Breaks Retention Pond

Rep

PAUL

Project

Description	Qty	Rate	Total
****We are assuming that the water and irrigation system mechanically works**** All electrical parts we know as of now are compromised, due to the lightning strike years ago**** If the functionality of the system seems to be compromised in the plumbing of the pipes, additional charges would apply on an hourly basis to fix the problems. We must determine that the water is and can flow to all the pipes and valves, before we start rebuilding valves. We will manually check all the valves to see if water will flow out of them. Assistance from the COLV might be necessary. If other issues arise due to the system being off for so long, estimates and change orders will be approved before more work is started.		0.00	0.00
*****The job will be warrantied for 1 year, parts and labor, on the items we work on and fix. Parts only for the next year, on the items we fix.***** ****If other issues arise due to the system running after being off for so long, those will be repaired after estimate is approved. ****Parts cost to Replace Valves: \$850 each. *** If additional repairs are needed, an hourly rate of \$250 per hour plus parts to fix issues will be incurred. ***Major problems will be in a written estimate and approved.		0.00	0.00
		Subtotal	\$139,100.00
		Sales Tax (...)	\$0.00
Estimate valid for 30 days from estimate date, if after that said time prices are subject to change. Accept by emailing back that you agree with terms. 50% pmt required to start job. If you cancel job, Material/supplies cost etc. will not be refunded once ordered and paid for your job. 3% fee on invoices over \$1000, if paying with credit card, which is not included in estimate. Thank you for considering us for all your lawn and landscape needs.		Total	\$139,100.00



Estimated Project Duration:

3 weeks from start date

Contractor Qualifications and Relevant Experience:

Paul Fuller has operated Paul's Lawn and Landscape since 2008, with continued growth driven primarily by word-of-mouth referrals. He is committed to building and maintaining a team of skilled, detail-oriented employees who take pride in their workmanship. Paul has maintained his irrigation license since 2014 and has successfully managed increasingly larger and more complex projects each year, including full irrigation system installations as well as system repairs and rebuilds.

Paul's Lawn and Landscape has completed extensive and complex projects at **Horseshoe Bay Resort** and is now a preferred landscape installer. **Hunington Properties** has also selected Paul's Lawn and Landscape to install landscaping at all new strip mall developments in the Cedar Park, Leander, and Georgetown areas. Additional companies we have collaborated with include:

Cedar Park Youth Baseball	Balcones Youth Baseball	Liberty Hill Youth Baseball
Building Image Group	Swinerton Construction	Workbench Project
City of Leander	Maverick Hardscapes	University of Mary Hardin-Baylor
City of Cedar Park	Oakman Building Company	Cushman & Wakefield
Cascade Pools	Paradise Pools	Garden Goat Designs
Davenport Builders	Prevail Project Management	Craft Outdoors
Dell Jewish Community Center	Rockhill Management	Rockhill Management
EBCO General Contractors	Sabre Commercial	BluFish Collaborative
HJ Custom Homes	Stackable & Associates	Austinacious Pools
John King Construction	Construction	Estes & Sinacori Builders
Lake Travis ISD	Sweat Decks	Advantage Team Real Estate
Lance Bell Construction	The Bridge Group Construction	Aperture Capital Partner
Mark IV Capital	TX Dock Company	

Company Philosophy

"I believe people should be given the opportunity to grow. Whether learning a new skill, providing for their families, or even encouraging them to start their own company.

Through mentorship and modeling of life skills and professional skills, we strive to teach our employees to have a sense of pride in the work they perform. The quality of work is more important than the quantity of work.

Our customers benefit from this work ethic with outstanding service, reasonable prices, and on time project completion."

Paul Fuller- Owner

Disposal of Material

All materials used in this project will be accepted for disposal

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	Paul's Lawn and Landscape	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
5 Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
201 King Lane		City of Lago Vista
6 City, state, and ZIP code		5803 Thunderbird St
Leander, TX 78641		Lago Vista, TX 78645
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
2	7	-	1	3	9	6	7	3	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



February 23, 2026

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on the future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER.

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that the City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of the City of Lago Vista's form, including but not limited to the General Terms and conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

Signature  Date 2/24/26
Paul's Lawn and Landscape



February 23, 2026

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

- Corporation ☐ (The Proposal MUST be signed by an Officer of the company)
- Partnership ☐ (The Proposal MUST be signed by a General Partner)
- Joint Venture ☐ (The Proposal MUST be signed by an Officer of the company)
- Sole Proprietor ☒ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business

enterprise? MBE ☐ WBE ☐ SBE ☒ N O

Has the company been certified as a SMWBE by any governmental agency?

Yes ☐ No ☒

If yes, specify the governmental agency: _____

Date of certification: _____

Signature  Date 2/24/26

Paul's Lawn and Landscape



February 23, 2026

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 None

LETTER OF CLARIFICATION # 2 None

LETTER OF CLARIFICATION # 3 None

COMPANY NAME: Paul's Lawn and Landscape

COMPANY ADDRESS: 201 King Lane

CITY/STATE/ZIP: Leander, TX 78641

COMPANY REPRESENTATIVE NAME: Paul Fuller

TELEPHONE #: 512-553-5296

FAX#: _____

EMAIL: paul@paulslawnaustin.com

SIGNATURE: _____

DATE: _____



Attachment "B"
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean 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.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, **Paul Fuller** the **Owner/President** of **Paul's Lawn and Landscape** does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official _____

Title President

Date 2/24/26

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Paul's Lawn and Landscape has no business relationship with local governmental entity of City of Lago Vista

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

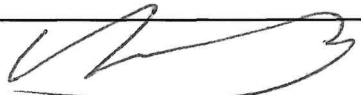
☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

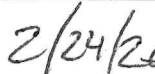
6 ☒ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Paul Fuller

Name of signatory



Signature



Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT "D"
CITY OF LAGO VISTA
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: General Liability, Work Comp, Umbrella and Auto

Agent's Name: Ginger Trevino

Agency Name: GT Insurance Services LLC.

Address: 402 Forrest St.

City / State / ZIP: Liberty Hill, TX 78642

Telephone No. () 512-713-9462 Fax No. () _____

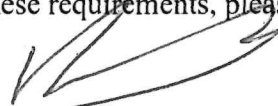
Proposer's Name and Company: Pauls Lawn and Landscape LLC

RFP Number and Title: RFP No. 26-03 Irrigation System Repairs, Cedar Breaks Effluent Disposal Area

Insurance Agent / Broker Signature: Ginger Trevino Date: 02/23/2026

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature:  Date: 2/24/26



ATTACHMENT "E"

DRUG-FREE WORKPLACE CERTIFICATION

The **Paul's Lawn and Landscape** will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the **Paul's Lawn and Landscape** Company or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization: Paul's Lawn and Landscape

Signature of Authorized Representative: _____

Date: _____

2/24/28



Proof of Insurance

LIBERTY MUTUAL INSURANCE

NAMED INSURED(S) (LIMITED LIABILITY COMPANY)

Paul's Lawn And Landscape L.L.C
201 King Ln
Leander TX 78641-1373

FEIN: 27-1396734

POLICY CHANGE

TRANSACTION DATE: 11/21/2025
TRANSACTION EFFECTIVE DATE: 11/14/2025
POLICY TYPE: Commercial Package
NAIC: 24082
POLICY NUMBER: BKS68441243
CONTRACT #: 425078

EFFECTIVE DATE: 3/7/2025
EXPIRATION DATE: 3/7/2026
TERM: 12 Months
TERM AMOUNT: \$43,131.00

Contact Info ¹

Type	Information	Contact Name
	512-260-5296	

Commercial Package

\$43,131.00

LINES OF BUSINESS: Commercial Property, General liability, Inland Marine - Commercial,
INCEPTION DATE: 3/7/2025
EFFECTIVE DATE: 3/7/2025
NET CHANGE AMOUNT: \$668.00

ADDITIONAL INTERESTS ²

Nature of Interest	Name/Address	Rank	Payor	Account Number
Accounting Contact	Cassandra Garcia 512-553-5296	1		
Inspection Contact	Cassandra Garcia 512-553-5296	1		

Locations ¹

LOCATION 1: 201 KING LN

201 King Ln
Leander, TX 78641-1373
Williamson County

Commercial Policy Information

SIC Code: 0782
Controlling State: Texas
Subject To Audit: Yes
Audit Term: X
Owner of Subsidiaries: No
Operation Business Description: Landscaping for residential an
Years In Business: 27
Policy Type: SPC
Date Business Began: 1/1/1998

Locations ¹

Location #	Address	Legal Description
1	201 King Ln Leander, TX 78641-1373 Williamson County	

Commercial Property

\$1,411.00

NET CHANGE AMOUNT: \$0.00

Coverage	Premium
Certified Act Of Terrorism	\$34.00
Identity Recovery	\$12.00
Property Extension Endorsement	Included
Expense Modification Factor	Included
Total	\$46.00

Texas

LOCATION 1: 201 KING LN

BUILDING 1: LOCATION 0001 SUBLOCATION 001

Protection Class:	002	Operation Business Description:	Utility Building, Light Commer
Fire District:	LEANDER FD	Sequence Number:	1
Construction Type:	Fire Resistive/Superior	Central Station:	No
Vacant Unoccupied:	Occupied	With Keys:	No
Building Code Effectiveness Grade:	99	Local Gong:	No
Hydrant Distance:	1000 ft	Watchmen Credit:	Non-Signally
Distance to Fire Station:	5 miles		
Fire District Name:	LEANDER FD		
Year Built:	1997		
Area:	1,368		
Number of Stories:	1		
Occupancy Description:	Office		
Interest:	Owner		
Roof Tank:	No		

Coverage/Description	Limit	Coinsurance	Deductible	Premium
Building	107,900			
Special (Including Theft)	107,900	80%	2,500 Ded	\$760.00
Wind/Hail Deductible			2% Ded	
Replacement Cost, Specifically Rated, CSP Class Code: 0702				
Roof Surface Cosmetic Exclusion				
Special (Including Theft)				
Personal Property	50,000			
Special (Including Theft)	50,000	80%	2,500 Ded	\$589.00
Wind/Hail Deductible			2% Ded	
Replacement Cost, Specifically Rated, CSP Class Code: 0702				
Systems Breakdown - Basic	157,900			
Special (Including Theft)	157,900		2,500 Ded	\$16.00
Wind/Hail Deductible			2% Ded	
Specifically Rated				
Total				\$1,365.00

General liability

\$34,644.00

NET CHANGE AMOUNT: \$0.00

Coverage	Limit	Premium
Fire Damage	1,000,000	Included
General Aggregate (Policy)	2,000,000	Included
Each Occurrence	1,000,000	Included
Personal & Advertising Injury	1,000,000	Included
Medical Expense	15,000	Included
Products/Completed Operations	2,000,000	Included
Certified Act Of Terrorism		\$343.00
CYXCR		\$254.00
Expense Modification Factor		Included
Total		\$597.00

Coverage	Limit	Premium
Experience Modification Factor		Included
Schedule Modification Factor		Included
Package Modification Factor		Included
Total		\$597.00

Texas

LOCATION 1: 201 KING LN

BUILDING 1: LOCATION 0001 SUBLOCATION 001

HAZARD 1: LANDSCAPE GARDENING

Class Code:	97047
Premium Basis:	Payroll - per \$1000/Pay
Exposure:	31,900
Territory Code:	006
Premises/Operations Rate:	16.756

Coverage	Premium
Premises/Operations	\$535.00
Total	\$535.00

HAZARD 2: LANDSCAPE GARDENING

Class Code:	97047
Premium Basis:	Payroll - per \$1000/Pay
Exposure:	2,000,000
Territory Code:	006
Premises/Operations Rate:	16.756

Coverage	Premium
Premises/Operations	\$33,512.00
Total	\$33,512.00

Inland Marine - Commercial

\$7,076.00

NET CHANGE AMOUNT: \$668.00

Coverage	Premium
Certified Act Of Terrorism	\$173.00
contractors Equipment Plus Endorsement	\$250.00
Total	\$423.00

Texas

LOCATION 1: 201 KING LN

BUILDING 1: LOCATION 0001 SUBLOCATION 001

1. MISCELLANEOUS SCHEDULE OF ITEMS ATTACHED IN THIS TRANSACTION

Items / Classification: 30

#	Scheduled Item	Limit of Liability	Item Value	Valuation Type
1	POWER PRUNER 25.4 CC (2021) SERIAL NUMBER: E60415029830	650		Replacement Cost
2	WACKER NEUSON PLAKE COMPACTOR (2010) SERIAL NUMBER: 6693781	700		Replacement Cost
3	START VIBRATOR PLATE COMPACTOR (2022) SERIAL NUMBER: 2250621	718		Replacement Cost
4	POWERHOUSE GENERATOR 9000 (2017) SERIAL NUMBER: JFMAMJJASOND	920		Replacement Cost

#	Scheduled Item	Limit of Liability	Item Value	Valuation Type
5	ECHO QUICK SAW CSG7410 (2019) SERIAL NUMBER: 72715007672	1,000		Replacement Cost
6	ECHO QUICK SAW CSG 7410 (2022) SERIAL NUMBER: C72715020012	1,000		Replacement Cost
7	TRIUMPH TIRE CHANGER NTC950E (2020) SERIAL NUMBER: T202003691	1,400		Replacement Cost
9	TRIMPH BALANCER NTC 550EE (2020) SERIAL NUMBER: B202001534	1,400		Replacement Cost
11	BOSCH MODEL 3 611 COA011 (2008) SERIAL NUMBER: 806000377	1,900		Replacement Cost
13	INGERSOLL RAND COMPRESSOR SS4LS 60G (2014) SERIAL NUMBER: S14G10851	1,500		Replacement Cost
14	BOSCH HEX BREAKER HAMMER (2022) SERIAL NUMBER: 23200012	1,825		Replacement Cost
15	BOBCAT SNOW BUCKETE (2021) SERIAL NUMBER: 1396052	2,075		Replacement Cost
16	STUMP GRINDER ECHO PRO290CC (2021) SERIAL NUMBER: K04226	3,974		Replacement Cost
17	EXMARK 36" (2018) SERIAL NUMBER: 03318336	6,181		Replacement Cost
18	EXMARK 36" MOWER TURF TRACER (2017) SERIAL NUMBER: 403318336	6,222		Replacement Cost
19	EXMARK 36" MOWER TURF TRACER (2017) SERIAL NUMBER: 400557568	6,222		Replacement Cost
20	18"SOD DUTTER CLASSEN 2022 (2020) SERIAL NUMBER: 1214976374	6,726		Replacement Cost
21	SCAG 52" TRIGER RIDING (2020) SERIAL NUMBER: L9006375	7,809		Replacement Cost
23	Vermeer Woodchipper BC100XL (2014) SERIAL NUMBER: 1VRY11194F1021598	35,000		Replacement Cost
37	2020 John Deere Pro Gator Dakota Turf Te (2020) SERIAL NUMBER: ITC2020TLJT110021	32,759		Replacement Cost
24	Ryan Lawnaire 4 Aerator- motor Honda GX1 (2023) SERIAL NUMBER: 6585-08-893-0349	1,175		Replacement Cost
25	Ryan Lawnaire 4 Aerator- motor Honda GX1 (2023) SERIAL NUMBER: 6585-893-03692	1,018		Replacement Cost
26	2024 Jacobsen Aerator VA24 (2024) SERIAL NUMBER: 82560 2171	2,550		Replacement Cost
27	2014 Bobcat SP300 Auger Attachment (2014) SERIAL NUMBER: 19SP300	2,397		Replacement Cost
29	Bobcat Trencher - attachment (2014) SERIAL NUMBER: 1045202448	500		Replacement Cost
31	78" Brush hog cutter - bob cat attachmen (2023) SERIAL NUMBER: 46861	8,954		Replacement Cost
32	COMPACTOR - WEBER MT CF 2-11 (2024) SERIAL NUMBER: 20090199	2,490		Replacement Cost
33	ECHO SAW CSG-7410-14 (2024) SERIAL NUMBER: C72715024074	1,312		Replacement Cost
34	Exmark 48" Turf Tracer Mower (2013) SERIAL NUMBER: 313602523	2,706		Replacement Cost
35	SCAG 26HP 52" MOWER (2024) SERIAL NUMBER: X4800610	11,900		Replacement Cost
Cause of Loss		Limit	Deductible	Premium
Misc. Equipment - Light To Medium		154,983	1,000	\$3,617.00
Total				\$3,617.00

2. HMEQP SCHEDULE OF ITEMS ATTACHED IN THIS TRANSACTION

Items / Classification: 6

#	Scheduled Item	Limit of Liability	Item Value	Valuation Type
8	BOBCAT MINI TRACTOR MT55 (2011) SERIAL NUMBER: A3WT13442	25,000		Replacement Cost
10	2008 BOBCATTRACTOR S250 (2008) SERIAL NUMBER: 530940586	12,000		Replacement Cost
12	BOBCAT T770 S250 (2014) SERIAL NUMBER: AN8T13017	26,400		Replacement Cost
22	Vermeer Woodchipper (2021) SERIAL NUMBER: 1VRY11197M1035198	46,000		Replacement Cost
28	2017 BOBCAT MT 85 (2017) SERIAL NUMBER: B3TR12810	24,000		Replacement Cost
30	2020 John Deere Pro Gator / 2018 Dakota (2020) SERIAL NUMBER: ITC2020TLJT110021	32,760		Replacement Cost

Cause of Loss	Limit	Deductible	Premium
Heavy Mobile Equipment	166,160	1,000	\$2,663.00
Total			\$2,663.00

3. TOOLO SCHEDULE OF ITEMS ATTACHED IN THIS TRANSACTION

Items / Classification: 1

#	Scheduled Item	Limit of Liability	Item Value	Valuation Type
36	Tools-Owners with \$2,500 per Item Max(Se	5,000		Actual Cash Value

Cause of Loss	Limit	Deductible	Premium
Tools - Owners	5,000	1,000	\$373.00
Total			\$373.00

Prior Policy History ¹

Company	Line of Business	Policy Number	Expiration Date
Liberty Mutual	Commercial Package		7/12/2025

Policy Forms ⁸¹

Form Number	Form Name	Edition Date
CP88000215	Property Extension Endorsement	2/1/2015
CNI9011071	Reporting A Commercial Claim 24 Hours A Day	7/1/2018
SNI0401062	NP - Liberty Mutual Group Privacy Notice	6/1/2024
CP00900788	Commercial Property Conditions	7/1/1988
CP01400706	Exclusion of Loss Due to Virus or Bacteria	7/1/2006
CP88040310	Removal Permit	3/1/2010
IL00171198	Common Policy Conditions	11/1/1998
NP74440906	NP - Treasury Dept OFAC Notice to Policyholders	9/1/2006
NP93730313	NP-TX File Claim or Legal Act -Windstorm,Hail-Cat	3/1/2013
CP01420312	Texas Changes	3/1/2012
IL02751113	TX Chgs - Cancel Nonrenew Casualty Package Policy	11/1/2013
IL09520115	Cap On Losses From Certified Acts Of Terrorism	1/1/2015
CP90591212	Identity Theft Admin Service and Expense Coverage	12/1/2012
CP00101012	Building and Personal Property Coverage Form	10/1/2012
CP10301012	Causes of Loss - Special Form	10/1/2012
CP92010517	Property Anti-Stacking Endorsement	5/1/2017
IL09960107	Conditional Excl. of Terrorism Involving Nuclear	1/1/2007
NP72420220	NP-Terrorism Ins Prem Disclosure and Opp to Reject	2/1/2020
SNI9005091	NP - Texas Flood Insurance Disclosure Notice	9/1/2019
CP92121220	Cyber Incident Exclusion	12/1/2020
IL88531120	Actual Cash Value	11/1/2020
SNI4203072	NP - Have A Complaint Or Need Help?	7/1/2023
CP92240923	TX Amnd Of Conclmnt, Misrepresent Or Fraud Cndtn	9/1/2023

Form Number	Form Name	Edition Date
NP98200115	Jurisdictional Boiler & Pressure Vessel Inspect	1/1/2015
CP88440215	Equipment Breakdown Coverage Endt.	2/1/2015
CP92250723	TX Roof And Metal Surfaces Cosmetic Loss Exclusion	7/1/2023
CG88771208	Medical Expense At Your Request Endorsement	12/1/2008
CG88871208	Exclusion - Lead Liability	12/1/2008
CG88861208	Exclusion - Asbestos Liability	12/1/2008
CG01030606	TX Changes	6/1/2006
CG21471207	Employment Related Practices Excl	12/1/2007
CG26391207	TX Chngs - Employment-related Practices Exclusion	12/1/2007
IL00210908	Nuclear Energy Liab Excl Endt	9/1/2008
NP91500412	NP - TX Disclosure Form Exclusion - Asbestos Liab	4/1/2012
NP91510412	NP - TX Disclosure Form Exclusion - Lead Liab	4/1/2012
CG00010413	Commercial GL Coverage Form - Occurrence	4/1/2013
CG24260413	Amend of Insd Contract Definition	4/1/2013
CG88100413	Commercial GL Liab Extension	4/1/2013
IL01680312	Texas Changes - Duties	3/1/2012
CG21700115	Cap on Losses from Certified Acts of Terrorism	1/1/2015
CG21760115	Excl Punitive Damages Certified Act of Terrorism	1/1/2015
CG21671204	Fungi or Bacteria Exclusion	12/1/2004
CG84990112	Non-Cumulation Of Liability Limits Same Occurrence	1/1/2012
CG85870718	Texas Changes - Employer's Liability Exclusion	7/1/2018
CG21880115	Cond Excl Terror NBC Terror Relating to Ins Act	1/1/2015
CG93740322	Exclusion - PFC/PFAS	3/1/2022
SN14202022	NP - TX Notification of Loss Control Info/Serv	2/1/2024
CG21061223	Excl-Access Or Discl Of Confident Persnl Mat Info	12/1/2023
CG40351223	Exclusion - Cyber Incident	12/1/2023
CNI9033042	NP - Clarification/Change Cyber Suite Covg Endt	4/1/2024
CG21960305	Silica or Silica-Related Dust Exclusion	3/1/2005
CG21861204	Excl - Exterior Insulation and Finish Systems	12/1/2004
CG84941208	Exclusion - Consolidated Ins Programs Wrap-Up	12/1/2008
NP74500107	NP - Audit Information	1/1/2007
CG22790413	Excl - Contractors - Professional Liab	4/1/2013
CG22930413	Lawn Care Services - Limited Pollution Coverage	4/1/2013
CG01560413	TX Change Pesticide Or Herbicide Appl Lmt Poll Cov	4/1/2013
NP73471116	NP - Premium Determination for Subcontractors	11/1/2016
CG93811122	Exclusion - Biometric Information Privacy Claim	11/1/2022
CG93980323	Texas Changes - Cyber Suite Coverage Endorsement	3/1/2023
CG93751223	Cyber Suite Coverage Endorsement	12/1/2023
CG92510116	Texas Sexual Misconduct or Abuse Exclusion	1/1/2016
CG89940412	TX Chgs-Total Poll Excln With Hostile Fire Exceptn	4/1/2012
CNL4201102	NP-TX Chngs Total Polltn Excl w/ Hostile Fire Excl	10/1/2024
CP03211012	Windstorm or Hail Percentage Deductible	10/1/2012
CL07001006	Virus or Bacteria Exclusion	10/1/2006
IM70000404	Contractors' Equipment Coverage	4/1/2004
CL01000399	Common Policy Conditions	3/1/1999
CM76130713	Waiver of Theft Deductible	7/1/2013
CL06000115	Certified Terrorism Loss	1/1/2015
CL16500606	Cond Nuclear, Biological, and Chem Terrorism Excl	6/1/2006
IM20890319	Amendatory Endorsement - Texas	3/1/2019
CM89190620	Valuation Of Equipment Leased Or Rented From Other	6/1/2020
CM89150620	Variable Deductible Endorsement	6/1/2020
CM89210820	Replace Cost Remove Equip Older Than Six Years Age	8/1/2020
CM89650821	Cyber Incident Exclusion	8/1/2021

Form Number	Form Name	Edition Date
CL02730723	Amendatory Endorsement - Texas	7/1/2023
CM88311016	Contractors' Equipment Extension Plus	10/1/2016
CG94380524	Texas Amendment Of Representations Condition	5/1/2024
NP89690921	NP - Billing Practices	9/1/2021
IM70340112	Tools Endorsement	1/1/2012

Activities ¹

Description	Entered By
Adding a 2020 John Deere Pro Gator Dakota Turf Tender that the insured intending to be included at issuance.	Company Entered (N1587807)

The insurance policy information contained herein is produced from data contained in the Client Management System and cannot be used to determine coverage provided by an insurance policy. Please refer to the insurance policy issued by your insurance carrier for coverage information.

11/21/2025 22:28 / 40

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

PAUL A FULLER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: LI0019851

Issue Date: 12/05/2024

Expiration Date: 12/31/2027



Executive Director

Texas Commission on Environmental Quality



1½" AND 2" PGV

These reliable valves provide long-lasting performance for larger systems.

KEY BENEFITS

- External/internal manual bleed allows for quick and easy activation at the valve
- Double-beaded diaphragm seal design ensures leak-free performance
- Captive bonnet screws eliminate the possibility of lost parts during disassembly
- Triple-tool bonnet screws are compatible with standard or Phillips screwdrivers as well as a nut driver
- Each valve available with globe or angle configuration for convenient placement
- Encapsulated solenoid with captive plunger used on every Hunter valve provides hassle-free service
- Flow control maximizes efficiency and prolongs the life of the system

USER-INSTALLED OPTIONS

- Accu Sync® Pressure Regulator at the valve*
- DC-Latching Solenoid for battery-operated controllers (P/N 458200)
- Solenoid conduit cover (P/N 464322)
- Reclaimed flow control handle (P/N 607105)

FACTORY-INSTALLED OPTIONS

- LS: Valve without solenoid
- DC: DC-Latching Solenoid for battery-operated controllers

OPERATING SPECIFICATIONS

- Flow:
 - PGV-151: 20 to 120 GPM
 - PGV-201: 20 to 150 GPM
- Recommended pressure range: 20 to 150 PSI
- Temperature rating: 150°F
- Warranty period: 2 years

SOLENOID SPECIFICATIONS

- 24 VAC solenoid
 - 350 mA inrush, 190 mA holding, 60 Hz
 - 370 mA inrush, 210 mA holding, 50 Hz
- Accu Sync product information



PGV-151

Inlet diameter: 1½"
Height: 7½"
Length: 5¾"
Width: 4½"

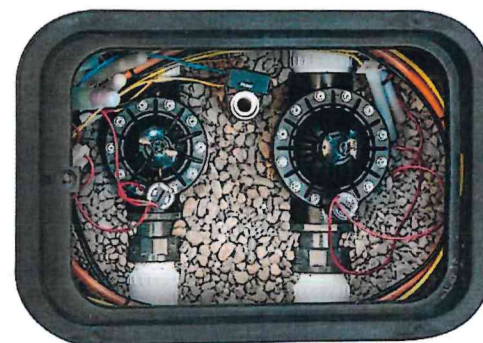


PGV-201

Inlet diameter: 2"
Height: 8"
Length: 6¾"
Width: 5¼"

VALVES

PGV Installed



PGV-ASV - SPECIFICATION BUILDER: ORDER 1 + 2 + 3 + 4

1	Model	2	Standard Features	3	Feature Options	4	User-Installed Options
	PGV-151 = 1½"		Globe/angle valve with flow control		(blank) = No option		AS-ADJ = Adjustable Accu Sync Pressure Regulator
	PGV-201 = 2"				DC = DC-Latching Solenoid battery-operated controllers		458200 = DC-Latching Solenoid for battery-operated controllers
					LS = Less solenoid		607105 = Reclaimed flow control handle
							LIT-700 = Reclaimed ID tag

Example:

PGV-201-AS-ADJ = 2" PGV globe/angle valve with flow control, user-installed adjustable Accu Sync Pressure Regulator

PGV PRESSURE LOSS IN PSI

Flow GPM	1½" Globe	1½" Angle	2" Globe	2" Angle
20	3	3	1	1
30	3	3	1	2
35	3	3	2	2
40	3	3	2	2
50	4	3.5	1	1
60	5	4	2	2
80	5.5	4.5	3	2
100	9	8	5	3
120	11.5	10.5	6	5
135			8	7
150			10	9



Warranty

Warranty Stipulation: The warranty period begins when final invoice is paid in full and substantial work has been completed. This is when the project is usable and functional, all major work is finished, and any remaining items are minor and do not prevent normal use.

Our Guarantee: All plant materials installed and supplied by Paul's Lawn & Landscape shall be guaranteed to survive for a period of **30 days from the time of planting**. No warranty will be issued for a landscape job not supported by a working irrigation system.

Any that fail to survive shall be replaced once the payment terms are met. Plants must be properly watered and receive adequate care, and plants have not suffered mechanical damage or been damaged by an act of God, such as a storm, flood, fire, or the like.

Change orders: The scope of work to be performed on this project is limited to the description and quantities in the accepted contract/estimate. Any additional work to be performed will be submitted as a change order and will be paid in addition to the contract's/estimate's stated values. All change Orders must be approved in writing by both parties.

Drainage Warranty: Drainage solutions designed to alleviate excess water or standing water, including but not limited to French drains, dry creeks, dry wells, and berms, are not guaranteed to eliminate all standing water or water damage. There is no guarantee that problem areas will be or will stay totally dry, as many unforeseen variables may affect drainage, such as underground streams, unknown soil conditions, heavy rains, and neighboring homes and businesses that may redirect water through or onto your property.

Irrigation Installation: Paul's Lawn & Landscape will provide all materials, tools, and labor. We will do all excavating, fabricating, back-filling, and any other work needed to complete the job, including the connection of the mainline to the water supply or water meter. If a separate water meter needs to be installed for the irrigation system, it will be at the owner's expense. Paul's Lawn & Landscape will call for utility locations and will pull the necessary permits. The electrical outlet will be supplied by the owner. This system shall be automatically controlled. The irrigation will comply with the current state and local law.

Irrigation Warranty: Paul's Lawn & Landscape will warranty the sprinkler system against any defects in materials and workmanship, such as all hardware, controllers, valves, and heads, for a period of **one year** for residential & commercial properties. The warranty will not cover damage due to vandalism, hail/freeze, vehicles, drought, or neglect by the owner.



Refusal of Inspection: Paul's Lawn & Landscape performs an irrigation inspection before we begin landscape installation projects. Refusal of pre-construction inspection voids any warranty for plant material and releases Paul's Lawn & Landscape from any responsibility for any irrigation issues.

Construction Warranty: Paul's Lawn and Landscape warrants workmanship related to the construction project, including, but not limited to, decks, pergolas, and outdoor kitchens for a period of **one (1) year** from the date of substantial completion of the project, which is when the project is **usable and functional**, all major work is finished, and any remaining items are **minor** and do not prevent normal use. This warranty covers defects resulting from improper installation or construction.

This warranty does not cover natural wood characteristics, including, but not limited to, warping, cracking, checking, fading, or shrinkage. Materials are covered only by the manufacturer's warranty. Damage resulting from weather events, improper use, alterations by others, or failure to perform routine maintenance is excluded.

Paul's Lawn and Landscape's obligation under this warranty is limited to the repair or replacement of defective workmanship.

Masonry Warranty: Paul's Lawn & Landscape warrants that all masonry workmanship—including but not limited to **pavers, stonework, retaining walls, concrete flatwork, brick, and mortared structures**—will be free from defects in workmanship for a period of **one (1) year** from the date of project completion.

This warranty covers failures directly resulting from improper installation.

All materials are subject only to the manufacturer's warranty. Paul's Lawn & Landscape does not provide additional warranties for materials, including but not limited to: Pavers and stone, Brick and concrete products, Mortar and joint materials, Base materials, and geotextiles.

This warranty does **not** cover: Minor settling, shifting, or hairline cracking that does not affect structural integrity. Color variation, efflorescence, or natural surface changes. Damage caused by: Soil movement, erosion, or drainage issues outside contractor control, freeze/thaw cycles, Acts of God (flooding, storms, excessive rainfall, drought) , heavy equipment, vehicles, or misuse, alterations or repairs made by others, or failure due to improper maintenance or use

King Innovation

DBR/Y-600 Waterproof Wire Connectors - 100 pack

L/P DBR/Y-6 UL SPLICE 100 BULK

SKU#: 17000286

MFG#: DBR/Y-6100

\$2.78

Case Qty: 100

[Login to see your price](#)

 In Stock at [Cedar Park](#)

FEATURES

- A waterproof wire connector ideal for low-voltage lighting or two-wire irrigation systems.
- This pack comes with 100 silicone filled tubes and Gorilla Nuts™ Red/Yellow wire nuts.
- 600-volt max and fits #22 - #8 gauge wire.

Description

—

- Temperature Rating: -105°C (221°F).
- Silicone Sealant Temperature: -45°F to 400°F.
- UL Designation:GT2.

Specifications

—

Height:	Manufacturer Part	Minimum
0	Number:	Quantity:
Width:	DBR/Y-6100	100
0	Wire Connector	Wire Connectors
Gauge Range:	Water Resit:	
8	Yes	

The Dryconn DBR/Y-6 waterproof wire connector is UL listed and rated at 600 volts. The housing is UV and impact resistant and is excellent for above ground or direct bury applications. The connector is a two-part system, including Gorilla Nuts™ Red/Yellow cushion grip wire connectors and a pre-filled silicone filled tube.

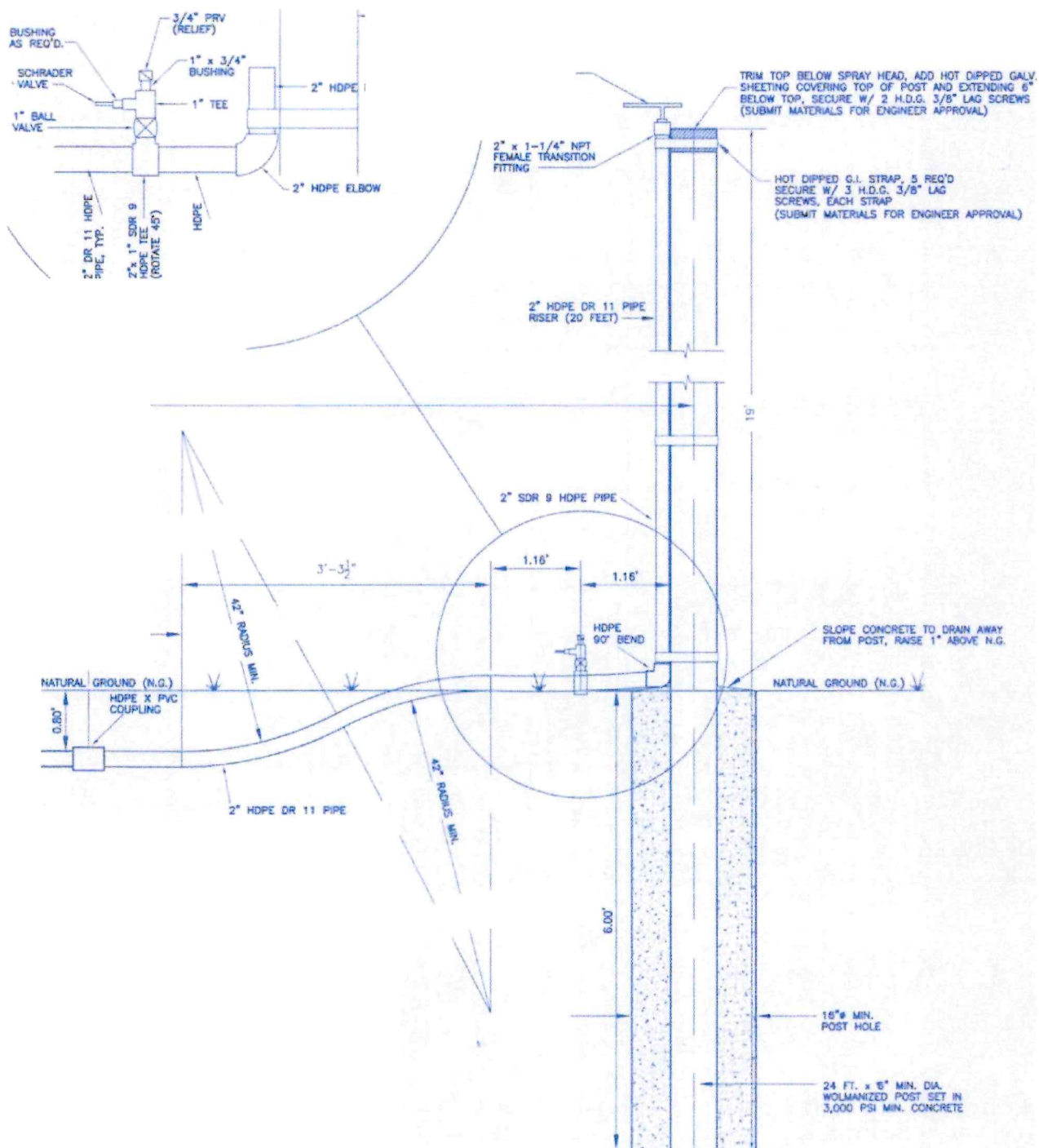
This connector is perfect for low-voltage lighting, traditional irrigation and two-wire decoder system applications.

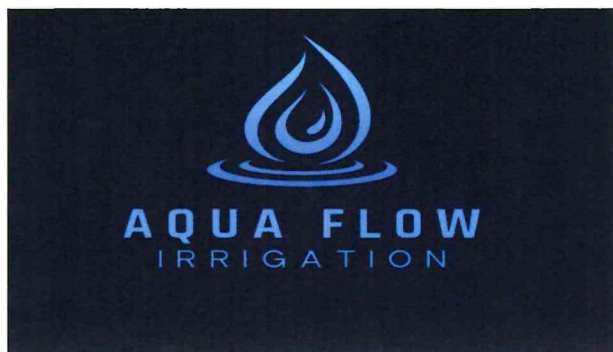
Key Specifications

- Max. Voltage: 600V max. building wire (1000V max. signs or luminaries).
- Connector Size: 3 11/16" x 1 1/2" x 1 3/16".
- Wire Type: Copper/Copper.
- Wire Range: Min #22/Max #8.

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Date: March 12, 2026

City of Lago Vista
Attn: Evaluation Committee
5803 Thunderbird Street
Lago Vista, Texas 78645

Subject: Proposal Submission - RFP No. 26-03
Irrigation System Repairs - Cedar Breaks Effluent Disposal Area

Dear Evaluation Committee,

Aqua Flow Irrigation is pleased to submit our proposal for the repair and rehabilitation of the irrigation system at the Cedar Breaks Effluent Disposal Area. Our company specializes in irrigation system diagnostics, valve rehabilitation, two-wire irrigation systems, and decoder installation and programming.

We understand the importance of restoring reliable irrigation operations to support the City's wastewater effluent disposal system and maintaining compliance with Texas Commission on Environmental Quality (TCEQ) requirements. Aqua Flow Irrigation is committed to completing this project safely, efficiently, and within the proposed project schedule.

Thank you for the opportunity to submit this proposal. We appreciate your consideration and look forward to the possibility of working with the City of Lago Vista.

Respectfully,

John Kozekwa

Owner - Aqua Flow Irrigation
Texas Licensed Irrigator #29734
Phone: 254-247-2071
Email: john.k@aquafloirrigation.com



PROPOSAL

RFP 26-03 – Irrigation System Repairs

Cedar Breaks Effluent Disposal Area – City of Lago Vista, Texas

Submitted By:

Aqua Flow Irrigation

John Kozekwa – Owner

Texas Licensed Irrigator #29734

Phone: 254-247-2071

Email: Johnk@aquaflowirrigation.com

Date: March 12, 2026

Project Understanding

Aqua Flow Irrigation understands that the City of Lago Vista requires repair and restoration of the irrigation system located at the Cedar Breaks Effluent Disposal Area. The existing system has experienced electrical and operational failures resulting in multiple zones not functioning properly. The objective of this project is to restore reliable communication between the irrigation controller and field valves and return the system to proper working condition.

Scope of Work

- 1 - Diagnose irrigation control system and electrical components.
- 2 - Rebuild approximately 120 irrigation valves using manufacturer approved rebuild kits.
- 3 - Install Hunter decoder modules at each valve location.
- 4 - Replace all existing two-wire irrigation control cable throughout the irrigation field.
- 5 - Install wiring above ground where applicable (no trenching assumed).
- 6 - Remove visible existing surface control wire where necessary.
- 7 - Program decoder addresses and integrate with irrigation controller.
- 8 - Test and verify valve operation and system communication.
- 9 - Perform final system testing to confirm irrigation zone operation.

Total Lump Sum Proposal Price

\$134,900

Unit Pricing

Description	Price
Full Valve Replacement (if required)	\$475 each
Equipment - Trencher / Skid Steer / Mini Excavator	\$135 per hour
Equipment - Jackhammer	\$115 per hour

Payment Schedule

Payment for this project shall be made according to the following schedule:

- 30% Mobilization – Due upon contract award and project mobilization.
- 30% Progress Payment – Due upon completion of valve rehabilitation for all irrigation valves.
- 30% Progress Payment – Due upon completion of two-wire cable installation, decoder installation, and system programming.
- 10% Retainage – Released upon final project completion, testing, and acceptance by the City.

Payment Terms

Progress invoices will be submitted upon completion of each milestone. Payment is requested within fifteen (15) days of invoice submission unless otherwise governed by the City's standard payment policies or applicable Texas prompt payment statutes.

Project Schedule

Aqua Flow Irrigation anticipates completion of this project within approximately eight (8) to ten (10) weeks from the date of Notice to Proceed. Weather conditions or unforeseen circumstances beyond contractor control may require adjustments to the schedule.

Project Clarifications

All two-wire irrigation control cable will be replaced and installed **above ground** using shielded two-conductor irrigation control cable designed for two-wire decoder irrigation systems. Cable routing will follow existing valve locations and system layout to restore communication between the controller and field decoders. This proposal is based on visible system conditions observed during the site visit. Underground piping or irrigation components not visible during inspection may require additional repair once the system is reactivated and pressurized.

Additional Work

Any work requested by the City outside the scope of this proposal will require written authorization and will be billed according to the unit rates listed above or mutually agreed pricing.

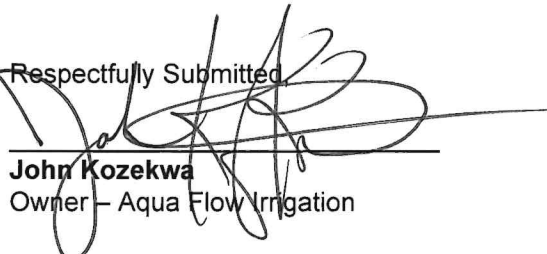
Contractor Qualifications

- Texas Licensed Irrigator #29734
- Specializing in irrigation diagnostics and system rehabilitation
- Experience with two-wire irrigation control systems and decoder programming
- Local Texas irrigation contractor experienced in commercial and large-scale irrigation systems

Warranty

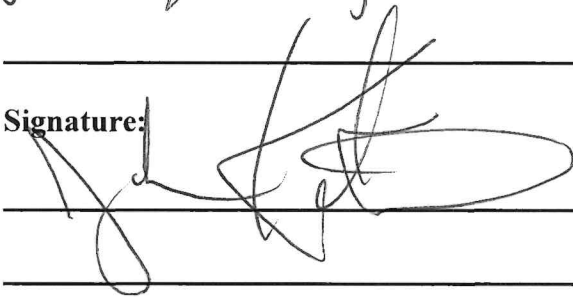
Aqua Flow Irrigation warrants that all labor and workmanship will be free from defects for one (1) year from project completion. Manufacturer warranties on materials will be passed through to the City where applicable. Damage caused by lightning, electrical surges, or conditions outside the contractor's control is not covered under this warranty.

Respectfully Submitted,



John Kozekwa

Owner – Aqua Flow Irrigation

<u>RESPONSES SHALL BE DELIVERED SEALED TO:</u> CITY OF LAGO VISTA City of Lago Vista 5803 Thunderbird St. Lago Vista, Texas 78645	<u>Or RESPONSES SHALL BE MAILED TO:</u> CITY OF LAGO VISTA City of Lago Vista P.O. Box 4727 Lago Vista, Texas 78645
PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting : N/A	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS:
FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Eric De La Cruz eric.delacruz@lagovistatexas.gov	Contact Person: <u>John Kozekwa</u> Title: <u>Owner</u> Phone: <u>254 247-2071</u> Fax: ()
RETURN THIS COVER SHEET AS INTENT RESPONSE TO: Charles West City Manager City of Lago Vista 5803 Thunderbird Street Lago Vista, Texas 78645	Email: <u>johnk@aquafloirrigation.com</u> Signature: <u></u> Printed: <u>John Kozekwa</u>

LETTER OF CLARIFICATION # 1 None

LETTER OF CLARIFICATION # 2 None

LETTER OF CLARIFICATION # 3 None

COMPANY NAME: Aqua Flow Irrigation Services, LLC

COMPANY ADDRESS: 2092 Tejas Pecan

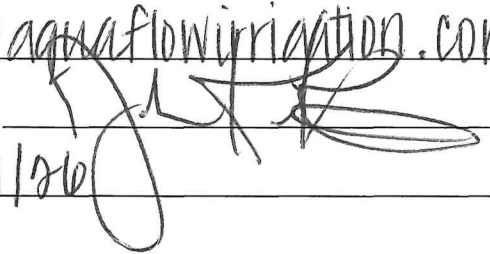
CITY/STATE/ZIP: New Braunfels, TX 78130

COMPANY REPRESENTATIVE

NAME: John Kozekwa

TELEPHONE #: (264) 247-2071 FAX#: _____

EMAIL: johnk@aquafloirrigation.com

SIGNATURE: 

DATE: 3/11/26

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation ☐ (The Proposal MUST be signed by an Officer of the company)

Partnership ☐ (The Proposal MUST be signed by a General Partner)

Joint Venture ☐ (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor ☒ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ☐ WBE ☐ SBE ☒

Has the company been certified as a SMWBE by any governmental agency?

Yes ☐ No ☒

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Aqua Flow Irrigation Services

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

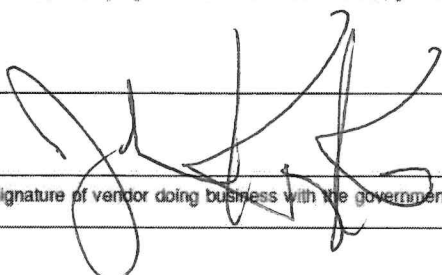
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4


Signature of vendor doing business with the governmental entity

3/11/26
Date

Adopted 8/7/2015

Attachment "B"
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean 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.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, John Kozekwa (Name of certifying official), the owner (title or position of certifying official) of Aqua Flow Irrigation Services (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.


Signature of Certifying Official

owner
Title

3/11/26
Date

ATTACHMENT "E"**DRUG-FREE WORKPLACE CERTIFICATION**

The Aqua Flow Irrigation Services (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the Aqua Flow Irrigation Services (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

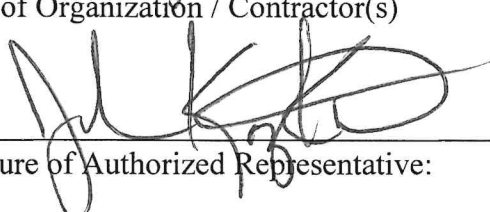
Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Aqua Flow Irrigation Services / John Kozekwa (owner)
Name of Organization / Contractor(s)


Signature of Authorized Representative:

3/11/26
Date:

ATTACHMENT "D"CITY OF LAGO VISTAINSURANCE REQUIREMENT AFFIDAVIT**To Be Completed By Insurance Agent/Broker and Responder**

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: Package

Agent's Name: Scott Gibbons

Agency Name: Miller & Miller Insurance Agency

Address: 400 W. San Antonio St.

City / State / ZIP: New Braunfels, TX 78130

Telephone No. () (830) 625-3000 Fax No. () _____

Proposer's Name and Company: John Kuzekwa - Aqua Flow Irrigation Servi

RFP Number and Title: 26-03 Irrigation Systems Repairs Cedar Breaks Effluent Dispa

Insurance Agent / Broker Signature: [Signature] Date: 3/11/2026 are

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: [Signature] Date: 3/11/26

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

JOHN K KOZEKWA

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: **LI0029734**

Issue Date: **06/05/2024**

Expiration Date: **06/30/2027**



Executive Director
Texas Commission on Environmental Quality

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
John Kozekwa

2 Business name/disregarded entity name, if different from above.
Aqua Flow Irrigation Services, LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ **LLC.** Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
2092 Tejas Pecan

6 City, state, and ZIP code
New Braunfels, TX 78130

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
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or

Employer identification number

4	1	-	4	0	7	1	0	6	5
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date **3/12/2026**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Kuality Landscaping & Handyman Services LLC

Project: Cedar Breaks Effluent Irrigation System Rehabilitation Proposal

RFP No. 26-03

Request for Sealed Proposals for Irrigation System Repairs, Cedar Breaks Effluent Disposal Area

Issued: February 12, 2026 Proposal Submission

Deadline: March 12, 2026, 1:00pm CST Local Time

Submitted to:

City of Lago Vista

5803 Thunderbird St.

Lago Vista, Texas 78645

Date: March 9, 2026

Executive Summary

Kuality Landscaping & Handyman Services LLC, a certified Service-Disabled Veteran-Owned Small Business (SDVOSB), is pleased to submit this proposal for the rehabilitation of the Cedar Breaks Effluent Irrigation System for the City of Lago Vista. Our team brings extensive experience in irrigation system diagnostics, repair, and restoration. We are committed to delivering a fully functional, efficient, and reliable irrigation system that meets the City's operational needs and long-term sustainability goals.

PROJECT BACKGROUND

The City of Lago Vista owns and operates the Cedar Breaks Effluent Disposal Area, which serves as a permitted land application site for the dispersal of treated wastewater effluent generated by the City's wastewater treatment facilities. The effluent irrigation system is designed to distribute treated effluent in accordance with applicable Texas Commission on Environmental Quality (TCEQ) regulations and the City's wastewater permit requirements. The irrigation system consists of pumps, electrical components, controllers, wiring, valves, lateral lines, and irrigation heads that allow for the controlled and uniform application of treated effluent across designated disposal fields. Proper operation of this system is critical to maintain regulatory compliance, protecting public health and the environment, and ensuring the continued functionality of the City's wastewater operations. Portions of the irrigation system have been inactive for an extended period of time. Additionally, certain electrical components may have been impacted by a historical lightning strike, resulting in potential damage to controllers, wiring, and related infrastructure. Due to the period of inactivity, some valves, irrigation heads, and other mechanical components may require rehabilitation, replacement, or recalibration.

Scope of Work

- • Remove all existing two-wire irrigation cable currently lying on the ground below the retention pond across the ~100-acre site.
- • Disconnect all existing electrical connections.
- • Locate, identify, and mark all isolation valves.
- • Verify water flow to all irrigation heads on each line.
- • Inspect and rebuild approximately 120 existing irrigation valves, replacing internal components as needed.
- • Replace any cracked or damaged valve bodies and valve boxes.
- • Install all new two-wire irrigation cable in above-ground PVC conduit.
- • Ensure all wire connections are made inside valve boxes using manufacturer-approved connectors.
- • Install new decoders at each valve and program them into the provided Hunter controllers.
- • Verify operation of all valves, piping, wiring, and wire connections.
- • Program controllers for efficient operation and proper irrigation coverage.
- • Provide cost estimates and obtain City approval for any additional work or change orders.
- • Ensure full system testing and functionality upon completion.

Technical Approach

Our approach begins with a comprehensive inspection and mapping of the existing irrigation system. All exposed two-wire cable will be removed, electrical connections will be disconnected, and all isolation valves will be located and identified. Each irrigation valve will be opened, inspected, and rebuilt with new internal components. Any valves or valve boxes that are cracked, damaged, or not rebuildable will be replaced. New two-wire cable will be installed in above-ground PVC conduit, with all wire connections made using manufacturer-approved connectors and in accordance with specification requirements. City-provided decoders will be installed at each valve and programmed into the Hunter controllers. Upon completion of repairs and installation, the contractor will perform full system diagnostics, including continuity testing, valve activation, wiring verification, grounding checks, and controller communication testing. Operational performance of all components will be verified. Any deficiencies identified during commissioning will be documented and corrected prior to project closeout.

Warranty

Kuality Landscaping & Handyman Services LLC provides a one (1) year warranty on all labor and installed components associated with this project. This warranty covers defects in workmanship and materials under normal use. The warranty does not cover damage resulting from negligence, misuse, acts of nature, or actions by the City or third-party contractors.

Pricing Structure

- Lump Sum for Base Scope of Work: \$ 253,000

Contractor is prepared to lay wire in conduit (hdpe/pvc) below grade to maintain system reliability.

- Unit Price per Valve Replacement: \$400
- Hourly Rate for Additional Repairs: \$225.00
- Timeline for project: 180 Days
- Contractor is prepared to dispose of all trash accumulated throughout the project.

Qualifications

Kuality Landscaping & Handyman Services LLC is a Service-Disabled Veteran-Owned Small Business with extensive experience in irrigation system installation, repair, and diagnostics. Our team has successfully completed similar municipal and commercial irrigation projects, demonstrating our commitment to quality, safety, and customer satisfaction.

License Irrigator John Krumnow- LI0024312

Required Submittals

- • Proof of Insurance
- • Valid Texas Irrigator License
- • List of materials or classes of materials not accepted for disposal

Signature Page

Submitted by:

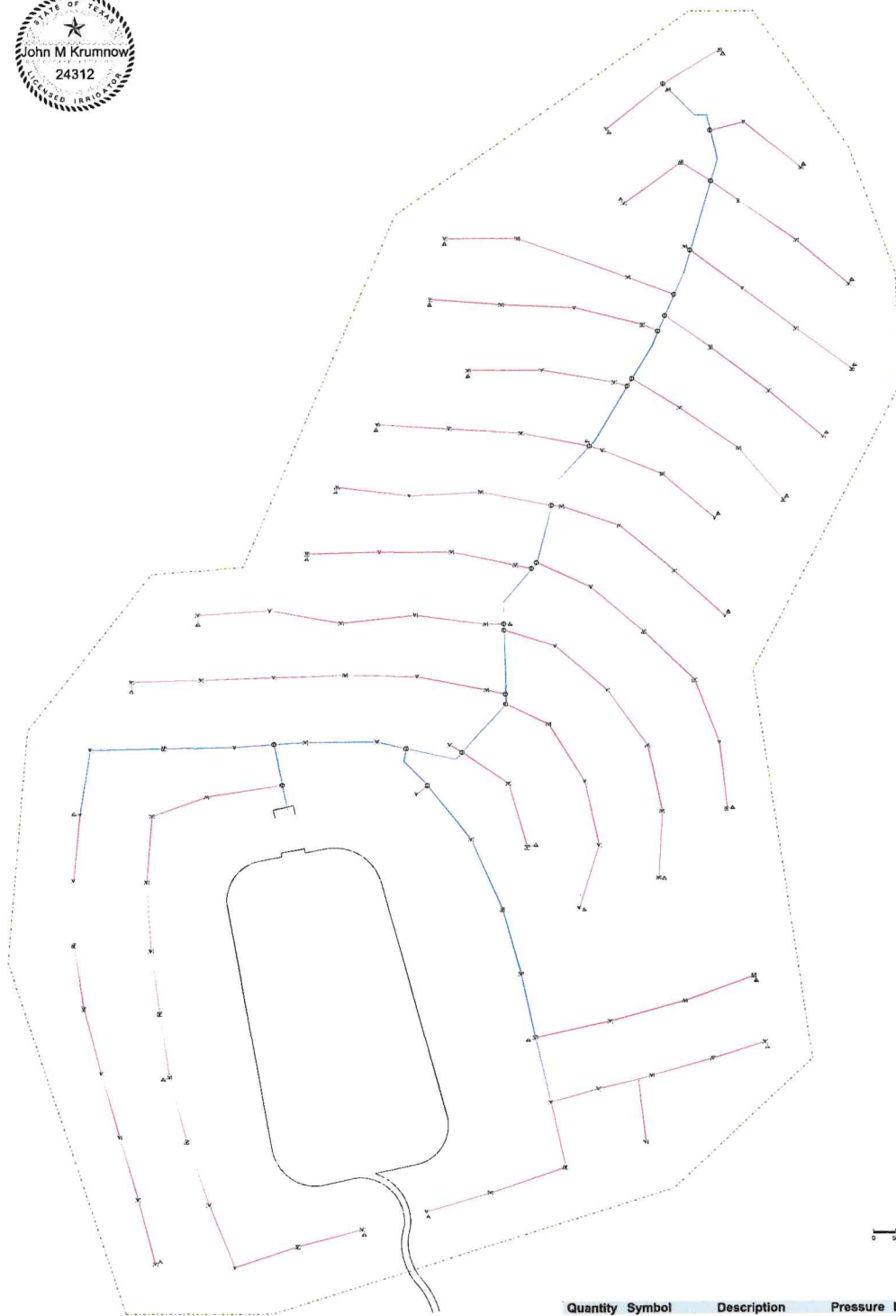
Bryan Miller

Bryan Miller, owner

Authorized Representative

Kuality Landscaping & Handyman Services LLC

Date: 9 MAR 26



0 50 100 150
1' = 250'

Quantity	Symbol	Description	Pressure Flow Radius
Control Valves			
116	☐	Rain Bird 200-PGA Globe	
Irrigation Accessories			
22	●	Rain Bird 10 in Valve Box	
Wire			
5000 ft	—	ID2BLU	
22500 ft	—	ID1BLU	
27500 ft	—	3/4" HDPE Flex Conduit	
Lighting			
Lighting Accessories			
32	▲	10 ft Grounding Rod	
Wire			
500 ft	—	10 AWG Ground Wire	

DATE: 3/6/2026	PROJECT: Cedar Breaks Effluent Disposal Area	SHEET DESCRIPTION: Wire Plan
JOB NUMBER: 24312		
DRAWN BY: John M. Krumnow		
CHECKED BY:		
SCALE: 1" = 250'		
SHEET: 1 of 1		

<u>RESPONSES SHALL BE DELIVERED SEALED TO:</u> CITY OF LAGO VISTA City of Lago Vista 5803 Thunderbird St. Lago Vista, Texas 78645	<u>Or RESPONSES SHALL BE MAILED TO:</u> CITY OF LAGO VISTA City of Lago Vista P.O. Box 4727 Lago Vista, Texas 78645
PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting : N/A	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS: Bryan Miller Kuality Landscaping and Handyman Services LLC PO Box 2473 Harker Heights TX 76548 Contact Person: Bryan Miller
FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Eric De La Cruz eric.delacruz@lagovistatexas.gov	Title: <u>owner</u> Phone: (<u>253</u>) <u>507 3465</u> Fax: ()
RETURN THIS COVER SHEET AS INTENT RESPONSE TO: Charles West City Manager City of Lago Vista 5803 Thunderbird Street Lago Vista, Texas 78645	Email: <u>kualityhelp@gmail.com</u> Signature: <u>Bryan Miller</u> Printed: <u>Bryan Miller</u>

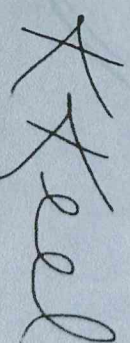
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

JOHN M KRUMNOW

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR



Executive Director

Texas Commission on Environmental Quality

License Number: LI0024312

Issue Date: 10/21/2024

Expiration Date: 10/31/2027

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Bryan Miller

2 Business name/disregarded entity name, if different from above.
Quality Landscaping and Handyman Services LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ **LLC.** Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) *S*

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
PO Box 2473

6 City, state, and ZIP code
Harker Heights TX 76548

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

____ - ____ - ____

or

Employer identification number

85 - 0739621

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Bryan Miller* Date *9 MAR 26*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

12/19/2025

234

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	Simply Business 53 State Street 19th Floor Boston, MA 02109	CONTACT NAME:	Simply Business
		PHONE (A/C, No, Ext):	(866) 538-7491
		FAX (A/C, No):	
		E-MAIL ADDRESS:	contactus@simplybusiness.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A:	Spinnaker Insurance Company 24376
INSURED	Kuality Landscaping And Handyman Services, Llc 704 Cattail Cir Harker Heights, Texas 76548	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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:	X	Y	HBW3835712XB4	01/18/2026	01/18/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION OCCUR CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						EACH CLAIM AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HBW3835712XB4 - CG 20 01 04 13 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CERTIFICATE HOLDER

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

Camila Oliveira



U.S Small Business
Administration

800-827-5722 | www.sba.gov
Office | 409 3rd St, SW. | Washington DC 20416

01/27/2025

Bryan Miller
KUALITY LANDSCAPING AND HANDYMAN SERVICES L.L.C
704 CATTAIL CIR HARKER HEIGHTS, TX 76548

Dear Bryan Miller,

Congratulations! I am pleased to inform you that KUALITY LANDSCAPING AND HANDYMAN SERVICES L.L.C has been approved for the following U.S. Small Business Administration (SBA) certification(s):

- Veteran-Owned Small Business (VOSB)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)

KUALITY LANDSCAPING AND HANDYMAN SERVICES L.L.C is eligible for VOSB / SDVOSB contracts and will be identified as a certified VOSB / SDVOSB program participant in DSBS as of the date of this letter, **01/27/2025**.

To align with your existing certification, your effective date for recertification for all your SBA certifications is **01/27**. **Your first certification renewal will be due 1/27/2028.**

Responsibilities

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

- **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.
- **System for Award Management (SAM.gov):** You must keep the business' SAM.gov profile and DSBS records up-to-date in order for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your SAM.gov registration will become inactive. If you need assistance in updating the

OFFICIAL PROPOSAL OFFER & ACCEPTANCE STATEMENT

Honorable Mayor and City Council Members:

The undersigned Proposer hereby submits this Official Proposal and agrees to furnish and deliver all materials, equipment, and services FOB Destination as may be specified in a future Purchase Order or Notice of Award.

The Proposer agrees to provide all labor and materials in full accordance with the Scope of Work, the City's Specifications, the General Terms and Conditions, and any Letters of Clarification issued for this solicitation. Any Letter of Clarification issued by the City shall automatically become part of this Proposal and shall supersede any conflicting provisions in prior documents. The Proposer acknowledges responsibility for obtaining all such Letters of Clarification prior to submitting this Proposal.

This Proposal shall remain irrevocable for 120 days following the official opening date, or 90 days after City Council awards the Proposal, whichever period is longer, unless extended by written agreement of both parties. The City may accept this Proposal by issuing a Notice of Award and/or Purchase Order within this period.

The Proposer affirms that it is an Equal Opportunity Employer.

By signing below, the Proposer agrees to furnish and deliver all specified materials and/or services at the prices and terms stated herein, and in full accordance with the Request for Proposal, all Clarification Letters, and all General Terms and Conditions issued by the City. All pages of the City of Lago Vista's Proposal documents—including, but not limited to, the General Terms and Conditions, Specifications, and page one of the Proposal Invitation—are incorporated herein by reference for all purposes.

Company Name: Kuality Landscaping and Handyman Services LLC

Authorized Representative: Bryan Miller

Title: Owner

Address: PO Box 2473

Phone: 253-507-3465

Email: kualityhelp@gmail.com

Signature: Bryan Miller

Date: 9 MAR 26

Attachment "B"
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean 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.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, Bryan Miller (Name of certifying official), the owner (title or position of certifying official) of KL+H Services (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Bryan Miller

Signature of Certifying Official

owner

Title

3-4-26

Date

ATTACHMENT "E"**DRUG-FREE WORKPLACE CERTIFICATION**

The KL & H services (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the KL & H services (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Quality Landscaping & Handyman Services LLC
Name of Organization / Contractor(s)

Bryan Miller
Signature of Authorized Representative:

3-4-26
Date:

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation ☐ (The Proposal MUST be signed by an Officer of the company)

Partnership ☐ (The Proposal MUST be signed by a General Partner)

Joint Venture ☐ (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor ☒ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ☐ WBE ☐ SBE ☐

Has the company been certified as a SMWBE by any governmental agency?

Yes ☐ No ☐

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. **ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.**

LETTER OF CLARIFICATION # 1 None

LETTER OF CLARIFICATION # 2 _____

LETTER OF CLARIFICATION # 3 _____

COMPANY NAME: Quality Landscaping & Handyman Services LLC

COMPANY ADDRESS: PO Box 2473

CITY/STATE/ZIP: Harker Heights TX 76548

COMPANY REPRESENTATIVE

NAME: Bryan Miller

TELEPHONE #: 253 507 3465 FAX#: _____

EMAIL: Qualityhelp@gmail.com

SIGNATURE: Bryan Miller

DATE: 9 MAR 2016

Kuality Landscaping and Handyman Services LLC

Bryan W Miller
PO Box 2473
HARKER HEIGHTS, Texas 76548
(253)507-3465
kualityhelp@gmail.com
March 4, 2026

Dear City of Lago Vista,

On behalf of **Kuality Landscaping and Handyman Services LLC**, I am honored to present our proposal in response to **RFP No. 26-03** for the City of Lago Vista. We fully understand the complexity and importance of this project and are committed to delivering results that not only meet but exceed your expectations. As a proven Texas-based small business, we pride ourselves on our attention to detail, extensive hands-on experience, and adherence to high standards in every engagement.

The scope of work described in the solicitation aligns closely with our team's expertise. Our proposal comprehensively addresses your requirements:

- **Removal and Mapping:** Our team will remove all existing two-wire irrigation cable from below the retention pond across the approximately 100-acre site. All electrical connections will be disconnected with safety and care. We will thoroughly locate, identify, and clearly mark all isolation valves, verifying water flows to each irrigation head to ensure complete system readiness.
- **Valve Inspection and Rebuild:** We will inspect and rebuild as needed all 120 existing irrigation valves. This includes removing valve tops, installing new internal components, and, when necessary, cutting out and replacing valves that are cracked or irreparable. Any faulty valve boxes will be replaced, ensuring durable protection of all water control elements. Pricing for full valve replacements is included, and transparency will be maintained in all cost considerations.
- **Two-Wire System Installation:** We will expertly lay out and install all new two-wire irrigation cable in above-ground PVC conduit. All wire connections will be made inside new, manufacturer-approved valve boxes using the correct connectors, ensuring that each meets or exceeds the latest manufacturer specifications. Every intersection will be securely housed in a valve box below grade for optimal performance and safety.
- **Decoders and Controllers:** We are prepared to install the City-provided 120 decoders and integrate them into the new system. Our experienced technicians will program each decoder into the Hunter control panel/controllers, which have also been provided by the City and are ready for our team's professional integration.
- **Testing and Programming:** Our approach includes a full system check to verify proper operation of all valves, piping, wiring, and connections. We will program the irrigation controllers for efficient, dependable performance, ensuring proper coverage

for every irrigation head. All work in this phase will be conducted with meticulous attention to reliability and quality.

- **Additional Work and Change Orders:** Should our team discover any plumbing or mechanical issues impacting system operation, we will promptly deliver detailed cost estimates per hour or unit, along with written proposals for major issues. No additional work will commence without explicit City approval via formal change orders. Any unforeseen issues associated with restarting such a long-inactive system will be documented and submitted with recommendations, ensuring you remain in full control of the project scope and budget.
- **Warranty:** Our proposal includes a 1 year warranty covering all labor and components that we provide and install, giving the City of Lago Vista confidence and assurance in our workmanship and commitment to long-term system reliability.

Kuality Landscaping and Handyman Services LLC is a **Service-Disabled Veteran-Owned (SDVOSB/VOSB)** and committed Texas small business, with fully up-to-date representations and certifications. Our **SAM registration is active**, and our **CAGE Code is 9YA50** with the **Unique Entity ID USH5AM8E4G85**. Our insurance coverage is \$1,000,000, giving your agency the utmost in risk mitigation and peace of mind.

Our approach is driven by unwavering values:

- **Integrity** in every transaction and every task.
- **An unmatched work ethic** from all staff, no matter the assignment size.
- **A relentless focus on customer-centric service**—your satisfaction is our highest priority.
- **Professionalism** across all activities and communications.
- **Top-tier quality craftsmanship** that delivers both function and value.
- **Community commitment** guiding our interactions today and into the future.

We stand fully prepared to comply with all requirements and amendments to this solicitation, and are committed to upholding safety, quality, and timely delivery. The validity of our proposal is **180 days** as requested, ensuring your review and approval timelines are fully accommodated.

We appreciate your consideration and look forward to supporting the City's mission with our skilled personnel, robust systems, and proven operations. If any further documentation or clarification is required, please contact me directly at **(253)507-3465** or **(254)290-9074**, or via email at **kualityhelp@gmail.com**. Thank you once again for this opportunity. We are ready to deliver superior results for the City of Lago Vista.

Sincerely,

Bryan W Miller

Kuality Landscaping and Handyman Services LLC

PO Box 2473

Harker Heights, Texas 76548



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Charles West, City Manager

SUBJECT: Consideration and possible action regarding the Interlocal
Wholesale Wastewater Agreement with the City of Jonestown.

ATTACHMENTS:

[2nd amendment IL wholesale WW agreement.pdf](#)

[Memo RE Second Amendment to Wholesale Wastewater Agreement.pdf](#)

[Jonestown Wholesale WW Interlocal - First Amendment - LV Signed.pdf](#)

SECOND AMENDMENT TO INTERLOCAL WHOLESALE WASTEWATER AGREEMENT

This Second Amendment to Interlocal Wholesale Wastewater Agreement (“Amendment”) is made by and between the City of Lago Vista, Texas, a Texas home rule municipality (“Lago Vista”) and the City of Jonestown, Texas, a Texas general law municipality (“Jonestown”) to that Interlocal Wholesale Wastewater Agreement dated June 20, 2013 (the “Agreement”). Capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

RECITALS

- A. Under the terms of the Agreement, Lago Vista agreed to provide wholesale wastewater treatment and disposal services to Jonestown for a portion of a development known as The Hollows Subdivision located in Jonestown, Texas located within the Wholesale Service Area identified in the Agreement.
- B. The maximum quantity of wholesale Wastewater treatment and disposal services to which Jonestown is entitled under the terms of the Agreement is defined in the Agreement as the “Wastewater Entitlement” and consists of service to 400 Living Unit Equivalents (“LUEs”) within the Wholesale Service Area, which lots may be used for single-family residential, multi-family residential, or commercial uses, subject to approval by Lago Vista pursuant to Section 2.09 of the Agreement.
- C. Section 2.02(b) of the Agreement provides that Jonestown and Lago Vista may increase the Wastewater Entitlement by an amendment to the Agreement.
- D. Jonestown and Lago Vista have agreed to increase the Wastewater Entitlement for services from 400 to 410 LUEs in the Wholesale Service Area as more fully described herein.

AGREEMENT

In consideration of the benefits to be derived by the parties from the Agreement as hereby amended, the mutual obligations undertaken by the parties under this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term “Wastewater Entitlement” as defined in the Agreement is hereby amended to read as follows:

“Wastewater Entitlement” means the maximum quantity of wholesale Wastewater treatment and disposal services to be provided by Lago Vista to Jonestown under this Agreement, which shall be wholesale Wastewater treatment and disposal services to 410 Living Unit Equivalents within the Wholesale Service Area, which lots may be used for single-family residential, multi-family residential, or commercial uses (subject to approval

by Lago Vista under Section 2.09), subject to agreed amendments to the Wholesale Service Area and/or the Wastewater Entitlement as provided in Section 2.20(b).

2. Lago Vista agrees to reserve capacity in Lago Vista's wastewater treatment plant and Effluent Line for the additional ten (10) LUEs.
3. The provisions of Sections 4.02 of the Agreement pertaining to the Connection Fee and Section 4.03 of the Agreement pertaining to the Monthly Wastewater Service Rate shall apply to the additional ten (10) LUEs.
4. All terms of the Interlocal Agreement not expressly amended by this Amendment will remain as written.
5. The parties represent that all required approvals and authorizations have been obtained for this Amendment.

Executed by the parties on the dates set forth below to be effective as of _____, 2024.

[Signature Pages Follow]

CITY OF LAGO VISTA, TEXAS:

By: _____
Mayor

Date: _____

Attest:

City Secretary

CITY OF JONESTOWN, TEXAS

By: 
MayorDate: 1/9/2026

Attest:


City Secretary



INTEROFFICE MEMORANDUM

To: Charles West, City Manager
From: Tracie Hlavinka, City of Jonestown, City Manager
Date: April 14, 2026
Re: Interlocal Wholesale Wastewater Agreements and Amendments

Purpose

The purpose of this memorandum is to clarify the content of amendments to the Interlocal Wholesale Wastewater Agreement between the City of Jonestown and the City of Lago Vista.

Background

On June 15, 2023, the Lago Vista City Council approved and executed a First Amendment, which increased Jonestown's wastewater entitlement from 400 to 415 LUEs.

On July 11, 2024, the Jonestown City Council approved another document also entitled First Amendment, which reflected 410 LUEs.

Because both amendments are labeled "First Amendments" but reference different entitlements, a correction of the sequence of amendments along with notation of decrease in LUEs is necessary to ensure accurate record keeping and integrity of the Interlocal Agreement.

Comparison of Amendments

Provision	2023 First Amendment (Executed 6/15/23)	2024 Signed Amendment – Should be Second Amendment
LUE Entitlement	Increase from 400 → 415 LUEs	Increase from 400 → 410 LUEs
Effective Date	July 1, 2023 (executed by both cities)	July 11, 2024 (executed by Jonestown; confirmation needed whether Lago Vista executed)
Capacity Reservation	Lago Vista to reserve capacity for added LUEs	Same requirement
Fees & Rates	Existing rates/fees apply to added units	Same requirement
Other Terms	All other terms remain unchanged	All other terms remain unchanged
Status	Fully executed and on file with Lago Vista	Signed by Jonestown Mayor; status with Lago Vista unknown



The request from the City of Jonestown is to recognize the document provided as the Second Amendment noting a reduction from 415 LUEs to 410 LUEs.

Attachments: Fully Executed First Amendment to the Interlocal Wholesale Wastewater Agreement, and the Second Amendment with Mayor Paul Johnson's signature.

FIRST AMENDMENT

INTERLOCAL WHOLESALE WASTEWATER AGREEMENT

This **INTERLOCAL WHOLESALE WASTEWATER AGREEMENT** ("Agreement") is made and entered into as of the 21st day of June, 2013 (the "Effective Date") by and between the City of Lago Vista, a Texas home rule municipality ("Lago Vista"), and the City of Jonestown, a Texas general law municipality ("Jonestown"). Lago Vista and Jonestown are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Jonestown desires to secure wholesale wastewater treatment and disposal services from Lago Vista for a portion of a development known as The Hollows Subdivision, located in Jonestown, Travis County, Texas, being more particularly shown and described in Exhibit A (the "Wholesale Service Area");

WHEREAS, Lago Vista agrees to furnish wholesale wastewater treatment and disposal services to Jonestown, in accordance with the terms and conditions set forth in this Agreement, so that Jonestown may provide retail wastewater services to customers within the Wholesale Service Area;

WHEREAS, the developer of The Hollows Subdivision defaulted in the performance of obligations related to the construction of the wastewater treatment plant;

WHEREAS, wastewater service for the Wholesale Service Area is currently provided through a pump and haul system, which is intended to be only a temporary means of providing wastewater utility service;

WHEREAS, this Agreement, the provision of interim pump and haul services, and the construction of the Wholesale Wastewater Facilities are necessary to preserve and protect the public health and safety of Jonestown residents, to provide a permanent means of providing wastewater service to the Wholesale Service Area, and to ensure adequate and continued long-term wastewater utility service;

WHEREAS, Centex Homes is providing funds, pursuant to that certain Settlement Agreement by and among Centex Homes, Lago Vista, and Jonestown (the "Settlement Agreement"), to construct the Wholesale Wastewater Facilities, as defined herein;

WHEREAS, Jonestown's contracting with Lago Vista for the design and construction of the Wholesale Wastewater Infrastructure will result in efficiencies related to costs, management, coordination, and oversight of the construction of such facilities, which will be located in both Lago Vista and Jonestown;

WHEREAS, the parties agree that this Agreement will accomplish legitimate public purposes of both cities and that service of the Wholesale Service Area, defined herein, on a wholesale basis by Lago Vista through this Agreement promotes regionalization of utility

services, which is encouraged by the Texas Commission on Environmental Quality, and reduces the number of wastewater treatment plants and on-site sewage facilities in the Jonestown and Lago Vista area, which lessens the impact of such plants and sewage facilities on the environment; and

WHEREAS, Lago Vista and Jonestown recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities;

NOW, THEREFORE, pursuant to Chapter 791, Texas Government Code, and as otherwise authorized and permitted by the City Charter of Lago Vista and the laws of the State of Texas, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I. Definitions

1.01. Definitions of Terms. As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section.

“Commercial Waste” means any water, wastewater, or equivalent substances from non-domestic activities including, but not limited to, industrial waste, other than waterborne human waste and waste from activities or sources such as kitchen, bathroom, laundry, washing, bathing, garbage grinding, toilets, baths, showers, sinks, and food preparation from residential and retail businesses.

“Effective Date” means the Effective Date of the Settlement Agreement, which shall be the date first stated in this Agreement, provided that the Agreement has been approved by the governing bodies of both parties and duly executed by the parties and further provided that the Settlement Agreement has been duly approved and executed by Centex, Jonestown, and Lago Vista.

“Jonestown System” means the wastewater pipes, lines, pumps, lift stations, facilities, and equipment used or useful to provide wastewater service to the Wholesale Service Area or other areas within Jonestown that are located within Jonestown, including both existing and to be installed, that are used or may be used to supply wastewater service within Jonestown, and excluding the wastewater lines located on a private property owner’s lot outside of a public utility easement.

“Lago Vista System” means the wastewater treatment plant, collection system, force mains, lift stations and other equipment owned by Lago Vista, both existing and to be installed, that are used or may be used to supply wastewater service.

“Living Unit Equivalents” means a unit of measure which represents the quantity of water utilized and wastewater generated on an average daily basis from a single-family, detached residence of average size and occupancy which is the standardized measure

used for service units. The formula for determining living unit equivalents is a function of the water meter size and is set out in Exhibit B attached hereto.

"Point of Delivery" means the point at which Lago Vista shall accept Wastewater from Jonestown for treatment and disposal. The Point of Delivery shall be generally located at the point where the Wholesale Wastewater Facilities cross the parties' common city limits boundaries as generally shown in Exhibits C and D.

"Pump and Haul System" means the collection system, collection tanks (or "frac tanks"), facilities, and equipment used or useful to provide wastewater service to the Wholesale Service Area by pump and haul.

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

"Wastewater" means waterborne waste discharged from sanitary conveniences of dwellings, business buildings and institutions, that is primarily organic and biodegradable or decomposable and that generally originates as human, animal or plant waste from certain activities including using toilet facilities, washing, laundering, bathing and food preparation.

"Wastewater Entitlement" means the maximum quantity of wholesale Wastewater treatment and disposal services to be provided by Lago Vista to Jonestown under this Agreement, which shall be wholesale Wastewater treatment and disposal services to 415 living unit equivalents within the Wholesale Service Area, which lots may be used for single-family residential, multi-family residential, or commercial uses (subject to approval by Lago Vista under Section 2.09), subject to agreed amendments to the Wholesale Service Area and/or the Wastewater Entitlement as provided in Section 2.02(b).

Article II. Wholesale Wastewater Treatment And Disposal Services

2.01 Treatment and Disposal of Wastewater. Lago Vista shall receive, treat and dispose of Wastewater delivered by Jonestown to the Point of Delivery in accordance with the quantity limitations set forth herein upon the completion and acceptance of the Wholesale Wastewater Facilities, or sooner if portions of the Wholesale Service Area may be served prior to completion of all of the Wholesale Wastewater Facilities using the portions of the Wholesale Wastewater Facilities that have been completed and accepted; provided that the Wholesale Wastewater Facilities shall be completed and accepted and wholesale wastewater service shall begin no later than eighteen months after the Effective Date. In the event that wholesale wastewater service is not commenced within eighteen months from the Effective Date, Lago Vista shall install the facilities necessary to provide pump and haul wastewater services to Phase IIIA of The Hollows Subdivision in Jonestown and shall provide pump and haul services to Phase IIIA in accordance with Section 2.05 below. Jonestown shall not deliver any Commercial Waste to Lago Vista from any source that is not approved in advance by Lago Vista pursuant to Section 2.09. At such time that TCEQ approves the transfer of the CCN No. 20976 to Jonestown, Jonestown will be

the retail wastewater service provider for the Wholesale Service Area, with wholesale wastewater service being provided by Lago Vista to Jonestown pursuant to this Agreement.

2.02 Quantity of Services.

(a) Lago Vista agrees to provide wholesale Wastewater treatment and disposal services for the Wholesale Service Area in an amount not greater than the Wastewater Entitlement; subject to amendments to this Agreement to increase the Wastewater Entitlement or to increase the Wholesale Service Area as provided in Section 2.02(b). The treatment and disposal services provided hereunder shall include all Commercial Waste Lago Vista agrees to accept pursuant to Section 2.09, inflow and infiltration, and other non-hazardous liquids that may be commingled with the Wastewater.

(b) In the event that Jonestown seeks to increase the Wastewater Entitlement or to increase the Wholesale Service Area, Jonestown and Lago Vista will enter into good faith negotiations for the amendment of this Agreement in order to increase the Wastewater Entitlement and/or the Wholesale Service Area, as appropriate. The amendment will specify the additional quantity of Wastewater treatment and disposal services that would be provided by Lago Vista to Jonestown, and the costs associated therewith. Jonestown agrees that it will not permit or authorize any new connections to the Jonestown System that would cause the Wastewater Entitlement or Wholesale Service Area to be exceeded until such time that the parties have entered into and executed an amendment to this Agreement increasing the Wastewater Entitlement or the Wholesale Service Area.

2.03 Point of Delivery. Lago Vista will accept the Wastewater from Jonestown at the Point of Delivery. Jonestown shall cause the Wastewater to be delivered to the Point of Delivery.

2.04 Failure to Receive Wastewater. Lago Vista will be responsible for the operation and maintenance of its system in compliance with applicable law at all times and will take such action as may be necessary to furnish Jonestown with Wastewater treatment and disposal services as contemplated by this Agreement. Temporary or partial failures to receive Wastewater shall be remedied with all possible dispatch. In the event of an extended failure to receive Wastewater, Lago Vista will notify Jonestown promptly, so that appropriate action can be taken by Jonestown.

2.05 Ownership and Maintenance of Facilities.

(a) Lago Vista shall own, operate, and maintain all Wastewater facilities, equipment and appurtenances that are located at the Point of Delivery or on Lago Vista's side thereof within Lago Vista's city limits or extraterritorial jurisdiction. Jonestown shall own, operate, and maintain all Wastewater facilities, equipment and appurtenances that are located on Jonestown's side of the Point of Delivery within the Wholesale Service Area.

(b) **Maintenance of Wholesale Components.** Lago Vista and Jonestown hereby agree that Lago Vista shall maintain the the parts of the Jonestown System located within the

Wholesale Service Area (the “Wholesale Components”) and the Pump and Haul System in accordance with the terms and conditions set forth in this subsection:

- (1) In consideration for the Monthly Service Rate described in Section 4.03, Lago Vista shall perform routine maintenance on the Wholesale Components and the Pump and Haul System according to the same standards, terms and conditions that Lago Vista maintains the Lago Vista System and in compliance with applicable local, state and federal regulations. Maintenance shall be performed in accordance with a schedule agreed upon by the Lago Vista City Manager and the Jonestown City Administrator, and at Jonestown’s request. The term “routine” as used herein means work that is performed at regular intervals to assure or extend the useful life of the Wholesale Components and the Pump and Haul System. Routine maintenance shall include maintenance and repair work that is typically performed by Lago Vista’s employees on the Lago Vista System. In the event that Lago Vista is unable to use its own employees to perform the repair work, the repair work is of a type not typically performed by Lago Vista employees, and Lago Vista uses a third party contractor, the actual cost of repair by the third party contractor will be invoiced to Jonestown. Jonestown shall pay such invoice within thirty days of receipt of the invoice. Jonestown will further be responsible for the actual cost of replacement parts for lift stations in Jonestown that is determined by Lago Vista as not being routine maintenance. The amount of compensation on each invoice submitted to Jonestown under this section shall be due in full within 30 days after the date of the statement. Chapter 2251 of the Texas Government Code shall govern payment of invoices under this section.
- (2) Lago Vista shall keep records for the Wholesale Components and the Pump and Haul System as required by applicable local, state and federal regulations. The records shall be the property of Jonestown and, Jonestown may inspect and copy records maintained by Lago Vista upon reasonable request. In the event that the parties discontinue Lago Vista’s maintenance of the Wholesale Components or the Pump and Haul System, Lago Vista shall give the original records to Jonestown upon discontinuance of such maintenance service.
- (3) Lago Vista shall maintain with Jonestown at all times the current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to maintenance. Jonestown shall maintain with Lago Vista the current contact information of a Jonestown representative who shall be notified as soon as possible in the event of a major repair or emergency to include a description of the emergency and actions being taken to resolve the emergency.
- (4) Lago Vista shall have the right to use and occupy easements and rights-of-way owned or controlled by Jonestown, to the extent reasonable and necessary for providing maintenance services under this Section and interim pump and haul services under Section 2.06.

2.06 Interim Pump and Haul Services.

(a) Starting on the tenth calendar day after the Effective Date, Lago Vista shall cause wastewater from the Wholesale Service Area to be stored, pumped and hauled, and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare. Lago Vista shall provide such pump and haul services until all of the Wholesale Wastewater Facilities are completed and accepted by Jonestown and Lago Vista respectively, and wastewater service is provided to the entire Wholesale Service Area through the Wholesale Wastewater Facilities, so that there is continuous wastewater service to the Wholesale Service Area after the Effective Date of this agreement. The parties acknowledge and agree that the Wholesale Wastewater Facilities may be completed and accepted, and customers connected to the Wholesale Wastewater Facilities, in phases. Lago Vista shall further maintain all facilities related to pump and haul in good repair and working condition and all wastewater effluent in compliance with applicable law and Section 2.05 above.

(b) Lago Vista may perform the pump and haul services under this Section with its own equipment and employees or may contract with a third party to perform such services. If Lago Vista contracts with a third party, such third party shall be a reputable company that holds all licenses and certifications required to perform pump and haul services. The contract with such company shall include a provision indemnifying Lago Vista and Jonestown for any negligent or intentional acts or omissions committed by the company, its agents, employees, representatives, or contractors. The contract shall further require the company to carry insurance acceptable to the parties and naming the parties as additional insureds. Lago Vista shall maintain a current copy of such contract with Jonestown.

(c) Lago Vista shall maintain with Jonestown at all times the current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to pump and haul services.

(d) In consideration for the pump and haul services provided by Lago Vista under this Section, including maintenance of the Pump and Haul System, Jonestown shall pay Lago Vista \$84,000.00 within three business days of the Effective Date, and the Monthly Service Rate, as defined in Section 4.03.

2.07 Wastewater Quality.

(a) The Wastewater to be delivered to Lago Vista shall meet at all times the qualitative parameters of normal domestic sewage as set forth by the standards of the TCEQ, as modified by Section 2.09, and the parties shall adopt and, as shall be necessary from time to time, revise, and enforce, appropriate rules and regulations governing discharges into the Jonestown System. Normal domestic sewage shall have the same definition as "domestic wastewater" as defined by TCEQ, as amended from time to time, and as amended by the parties under Section 2.09. TCEQ currently defines domestic wastewater as "sewage that is characterized as a residential wastewater, not produced by commercial or industrial activity, and which originates primarily from kitchen, bathroom, and laundry sources, including waste from

food preparation, dishwashing, garbage grinding, toilets, baths, showers and sinks of a residential dwelling.” Jonestown further shall make good faith and reasonable efforts to control inflow and infiltration to Jonestown System. The parties will reasonably cooperate to prohibit the introduction of a substance not meeting the above described quality standards and to abate the introduction thereof.

(b) Lago Vista and Jonestown have adopted the International Plumbing Code and shall enforce the International Plumbing Code, or other adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection or other undesirable plumbing practices are permitted, including either agreements with each of their respective customers or regulations that allow Jonestown or Lago Vista to inspect individual wastewater facilities prior to providing service to ensure that no substandard materials are used and to prevent cross-connection and other undesirable plumbing practices. Adoption of the International Plumbing Code, or successor plumbing code adopted by the State of Texas as a standard plumbing code, shall satisfy the requirements of this subsection.

2.08 Admissible Waste. Wastewater discharged into the Lago Vista System shall consist only of Wastewater that is amenable to biological treatment.

2.09 Commercial Wastes. The effect of Commercial Wastes upon sewers and upon the Lago Vista System and waste treatment processes is such that careful and special consideration must be made of each connection discharging Commercial Waste. This is a matter of importance to both Lago Vista and to Jonestown. It is understood and agreed that Jonestown shall be responsible for pursuing enforcement of rules regarding Commercial Wastes.

Jonestown agrees that it will authorize discharge of Commercial Wastes into its wastewater collection system only with specific approval by Lago Vista of each individual source. Such approvals shall not be unreasonably withheld, and shall be upon the terms and conditions as Lago Vista may prescribe from time to time, which terms and conditions shall be no more restrictive than the terms and conditions placed upon Commercial Wastes discharged within the City of Lago Vista. Lago Vista shall not be required to approve any discharge of Commercial Wastes prior to the filing by the applicant industry or commercial enterprise of an application, a copy of which shall be forwarded to Lago Vista. The application shall contain the following information:

- (a) Name and address of applicant;
- (b) Type of industry, business activity or other waste creative process;
- (c) Quantity of Wastewater to be discharged;
- (d) Typical analysis of the Wastewater;
- (e) Type of pretreatment proposed; and

(f) Such other information as Lago Vista may from time to time request by written notice.

The Lago Vista City Manager or designee shall act on such request within twenty (20) days after receipt of all information required by this Agreement. The applicant may appeal the City Manager's decision to the Lago Vista City Council.

2.10 Testing of Wastewater. Lago Vista shall be entitled to collect samples from the Jonestown System and cause the same to be analyzed pursuant to the American Public Health Association standard methods or other appropriate methods to determine if such samples are within the qualities specified above. If analysis discloses that a sample does not comply with the qualities specified, and the source is determined to be a retail customer of Jonestown, it will be the obligation of Jonestown to require the offending person or entity to cease discharging or to pretreat its discharge.

2.11 Title to Wastewater. As between the parties hereto, Jonestown shall own title and all possessory rights to all Wastewater introduced into and transmitted by the Jonestown System from the points of such introduction to the Point of Delivery, from and beyond which point title and all possessory rights thereto shall vest in and be owned by Lago Vista. As between the parties hereto, title to substances other than Wastewater that are introduced into and transmitted by Jonestown System, to the extent that such substances can be separated shall be and remain vested in Jonestown; provided that title to Wastewater introduced into the Lago Vista System by the homes located within the city limits of Lago Vista shown in Exhibit C shall, to the extent that such substances can be separated and determined, shall remain vested in Lago Vista.

Article III. Construction of Facilities Necessary to Provide Wholesale Wastewater Service

3.01 Facilities Necessary to Provide Wholesale Wastewater Service.

(a) The following facilities must be designed, constructed, and installed in order for Lago Vista to provide wholesale Wastewater service under this Agreement to Jonestown (the "Wholesale Wastewater Facilities"):

(1) The Wholesale Wastewater Facilities to be constructed within the city limits of Lago Vista shall be referred to as the Lago Vista Facilities and are described as follows:

- (a) A lift station, near the common city limits boundaries of the parties and Alfalfa Street, as generally shown in Exhibit C;
- (b) A minimum eight inch force main, along the route generally shown in Exhibit C;
- (c) A four inch force main from Jonestown's city limits to the Alfalfa Lift Station, along the route generally shown on Exhibit C (the "4" FM Connection Line"); and
- (d) An effluent transmission line, along a course and route approved by Lago Vista (the "Effluent Line").

(2) The Wholesale Wastewater Facilities to be constructed within the city limits of Jonestown shall be referred to as the Jonestown Facilities.

(a) Two lift stations located on Destination Way and Old Burnet Road as generally shown in Exhibit D;

(b) Retrofitting the existing wastewater lines, generally shown in Exhibit D. The wastewater lines will include connections for customers existing at the time such lines are installed.

(c) Removal of pump and haul frac tanks.

3.02 Construction of Wholesale Wastewater Facilities.

(a) Lago Vista shall design and construct, or cause to be designed and constructed, the Wholesale Wastewater Facilities. Jonestown's engineer shall review the construction plans for the Jonestown Facilities for compliance with TCEQ standards, constructability, good engineering practices, and operation and maintenance issues. Lago Vista shall complete construction of the Wholesale Wastewater Facilities and commence wholesale Wastewater service under this Agreement within 18 months after the Effective Date. The Wholesale Wastewater Facilities shall be designed and constructed in accordance with this Agreement, all applicable local, state and federal laws, rules, codes and regulations, good engineering practices, and approved construction plans, provided that Lago Vista's ordinances governing the technical standards and specifications for wastewater utility infrastructure shall apply in the event of a conflict with Jonestown's standards. Lago Vista shall designate a qualified representative to oversee construction of the Wholesale Wastewater Facilities.

(b) The total amount payable by Jonestown to Lago Vista to complete the Wholesale Wastewater Facilities shall be \$2,459,927.00 (the "Project Amount"). Lago Vista shall use the Project Amount to pay for the reservation of capacity for 400 LUE's in Lago Vista's wastewater treatment plant and the Effluent Line, the Cost of the Jonestown Facilities, the Cost of the Effluent Line, the Cost of the 4" FM Connection Line, and the Connection Fees (defined in Section 4.02) for 40 living unit equivalents (which is \$110,000). The Cost of the Jonestown Facilities, the 4" FM Connection Line, and the Effluent Line shall include: all costs and expenses whatsoever to design and construct the Jonestown Facilities, 4" FM Connection Line, and the Effluent Line, including, but not limited to engineering fees related to design and completion of construction plans; hard construction costs necessary to construct the facilities in compliance with the approved construction plans, including change orders; any surveying costs; the cost of soil and materials testing; advertising and bidding costs; all construction and materials and the total amounts and consideration due from Lago Vista to the contractor or subcontractors with respect to the construction of the Jonestown Facilities, 4" FM Connection Line, and Effluent Line; the costs of insurance and performance and payment bonds during construction; all costs for materials, wages and supplies; the cost of machinery and equipment; contingency funds; and all other necessary and reasonable costs required for delivery of the work ready for its use as designed and completed in accordance with the approved plans and specifications and all applicable laws, regulations and codes; provided that all such costs shall be reasonable and necessary and documented. Provided further, Jonestown will be responsible for obtaining any necessary land, rights-of-way, and/or easement acquisition within the City of Jonestown, and the costs related to such acquisitions shall not be included in the Project

Amount. In no event shall Jonestown be obligated to pay more than the Project Amount for or with respect to the Wholesale Wastewater Facilities.

(c) Lago Vista may elect to construct all or a part of the Wholesale Wastewater Facilities with its own employees and equipment. Any component of the Wholesale Wastewater Facilities that is constructed or supplied by a third party, including but not limited to materials, shall be competitively bid in accordance with the Texas Local Government Code and awarded to the lowest responsible bidder, unless an applicable exception to competitive bidding applies. In any contract between Lago Vista and a third party contractor, Jonestown will be named as an additional insured on insurance policies and as a beneficiary under any payment and performance bonds required to be provided by a third party contractor.

(d) Jonestown will hold the Project Amount in a segregated account that is separate from its general fund. Within three business days of the execution of this Agreement Jonestown will pay \$1,400,000 of the Project Amount (the "Initial Payment") to Lago Vista to reserve capacity for 400 LUE's in Lago Vista's wastewater treatment plant and the Effluent Line and to fund the construction of the Effluent Line. With respect to construction of the Jonestown Facilities, payments for construction of the Jonestown Facilities will be made from the account based on written payment applications signed by either Lago Vista or contractor for the project. Such payment applications shall be supported by invoices and/or purchase orders supporting the amount requested, which shall include the percentage of the project completed. Contractors' payment applications shall also include a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by Lago Vista and Jonestown. The statement shall also include the value of all materials not previously submitted for payment that have been delivered to the project site but have not yet been incorporated into the project. The amount of compensation on each statement shall be due in full within 30 days after the date of the statement, less retainage equal to five percent (5%) of the Project Amount less the Connection Fees and amounts paid to reserve capacity in the Effluent Line and wastewater treatment plant until final completion and acceptance of the Jonestown Facilities, 4" FM Connection Line, and Effluent Line. Chapter 2251 of the Texas Government Code shall govern progress payments made under this subsection (d).

(e) Jonestown shall designate a representative to oversee construction of the Wholesale Wastewater Facilities and monitor compliance with applicable local, state, and federal laws, regulations, and requirements. The Jonestown representative will periodically review and inspect the project, and may cause other qualified persons to inspect the work. The Jonestown representative will review invoices and inspect the project as necessary to ensure that the City has received the work and/or materials identified in the invoice prior to payment. The Jonestown representative will be authorized to enter the construction site to perform the duties under this subsection.

(f) Upon completion of the construction of the Jonestown Facilities and final acceptance by the Jonestown City Council, the Jonestown Facilities will be owned, operated, and maintained by Jonestown as part of the Jonestown System, with maintenance being provided by Lago Vista pursuant to Section 2.05. Upon completion of the construction of the Lago Vista

Facilities and final acceptance by Lago Vista, the Lago Vista Facilities will be owned, operated, and maintained by Lago Vista as part of the Lago Vista System.

(g) Upon completion of the construction and final acceptance of the Jonestown Facilities and the Lago Vista Facilities, the remaining unpaid balance, if any, of the Project Amount shall be paid to Lago Vista.

Article IV. Costs, Rates & Payments

4.01 General.

(a) Jonestown shall pay timely all fees, rates, charges and other claims for money properly due and owing by Jonestown to Lago Vista pursuant to this Agreement.

(b) Jonestown represents and covenants that the Wastewater treatment and disposal services to be obtained pursuant to this Agreement are essential and necessary to the operation of the Jonestown System, and all payments to be made under this Agreement, except for the connection fees described in this article, constitute reasonable and necessary operating expenses of said facility.

4.02 Connection Fee. Jonestown shall collect and pay to Lago Vista a contractual wastewater impact fee for each LUE within the Wholesale Service Area over and above 40 LUE's as provided in this Section (the "Connection Fee"). The Connection Fee as of the Effective Date shall be \$2,750.00 per living unit equivalent. The Connection Fee may be amended from time to time, as agreed upon by the parties, which agreement shall not be unreasonably withheld by Jonestown. A Connection Fee that does not exceed the lower of: (a) the impact fee recommended by the capital impact study conducted by Lago Vista under Chapter 395, Texas Local Government Code; or (b) the sum of the tap fee and the impact fee charged to Lago Vista customers; shall be deemed reasonable. Payment of the Connection Fee by Jonestown to Lago Vista shall be deemed by Lago Vista to satisfy all impact fees, tap fees, and other fees, as applicable, that Lago Vista may charge to its customers for connection to the Lago Vista System. The Connection Fee shall be collected by Jonestown at the time that a building permit application for the lot is submitted to Jonestown. Jonestown may charge additional fees as determined reasonable and necessary by the Jonestown City Council to recover administrative and other authorized expenses, and Lago Vista shall only be paid the portion of the fee provided in this Section. Jonestown agrees that it will not issue a building permit for a lot until the Connection Fee is paid. Connection Fees received by Jonestown prior to connection of the Jonestown Facilities to Lago Vista's wastewater treatment plant shall be paid to Lago Vista within thirty days following the date that Lago Vista begins providing wholesale wastewater service to the lot for which the Connection Fee was paid. Connection Fee received by Jonestown after connection of the Jonestown Facilities to Lago Vista's wastewater treatment plant shall be paid by Jonestown to Lago Vista within thirty (30) days of receipt.

4.03 Monthly Wastewater Service Rate.

(a) On or before the first of each month, Jonestown shall furnish to Lago Vista the following information concerning the Wholesale Service Area:

- (1) The number of active domestic residential connections served;
- (2) The number of active connections of business buildings served;
- (3) The number of active educational institutions, hospitals or similar institutions served; and
- (4) An estimate of the number of new connections (residential, business, and institutional) expected to locate within Jonestown's service area within the next twelve months.

(b) The Monthly Service Rate, payable by Jonestown to Lago Vista for wholesale wastewater service from and after the date that Lago Vista begins providing interim pump and haul services under Section 2.06, shall be based on the following formula: The number of active connections in the Wholesale Service Area x the monthly wastewater rate charged to Lago Vista's customers x 120%. Charges by Lago Vista for services rendered pursuant to this Agreement shall fully compensate Lago Vista for the proportionate share of all of Lago Vista's assets and the business functions associated with providing Wastewater treatment and disposal services, including maintaining the Pump and Haul System and the Jonestown Facilities under this Agreement, on an equitably shared basis using Lago Vista's books of recorded costs. The formula for the Monthly Service Rate is based on the following criteria: (1) Lago Vista's taxpayers do not subsidize the cost of providing wastewater service to the Wholesale Service Area; (2) Lago Vista's wastewater rates are currently subsidized by taxpayer funds.

(c) Jonestown understands that Lago Vista may raise its wastewater rates from time to time. Lago Vista understands that Jonestown may raise its wastewater rates at anytime deemed appropriate by its City Council and must pass an ordinance to adopt and amend wastewater rates. Lago Vista and Jonestown shall reasonably cooperate so that Jonestown is given notice of the proposed amendments to Lago Vista's wastewater rates prior to their adoption so that Jonestown may consider implementation of new wastewater rates at or near the same time that Lago Vista implements its amended wastewater rates. Lago Vista considers wastewater rate increases during the budget process each year, and shall give Jonestown notice of proposed new wastewater rates, if any, that will be effective in the new fiscal year by August 15 of each year. Lago Vista shall subsequently give Jonestown written notice of the adopted wastewater rates. If Lago Vista considers amending wastewater rates at any other time during the year, Lago Vista shall provide Jonestown with notice of the proposed amendments as far in advance of adoption as reasonably possible. Jonestown shall pay Lago Vista the fees and charges for wholesale Wastewater service within the Wholesale Service Area as provided in this Agreement. Such payments shall be made from funds available to Jonestown, and Jonestown may adopt, amend, and maintain rates for wastewater service within the Wholesale Service Area from time to time as its City Council finds reasonable, necessary, and appropriate. The Wastewater rates, fees, and charges billed to customers within the Wholesale Service Area shall be the rates, fees, and charges adopted from time to time by the City Council of Jonestown.

(d) Not later than the forty-fifth (45th) day before the beginning of each fiscal year, commencing with Lago Vista's fiscal year following commencement of services pursuant to this Agreement, Lago Vista shall prepare and deliver to Jonestown a proposed budget for the operations and maintenance of Lago Vista's entire Wastewater treatment and disposal system for

the following Lago Vista fiscal year. Jonestown shall have thirty (30) days to review and comment on the proposed budget. Lago Vista shall adopt a final budget as soon as practicable following the expiration of such thirty (30) day period and shall deliver to Jonestown a copy of each final budget within five (5) days after the adoption thereof.

4.04 Billing; Payment.

(a) Lago Vista shall calculate the Monthly Service Rate based on the number of active connections reported to Lago Vista by Jonestown under Section 4.03(a).

(b) Once a month, on a date agreed upon by the parties, Lago Vista shall deliver or cause to be delivered to Jonestown a bill setting forth the sum owed by Jonestown to Lago Vista for all services rendered under this Agreement. Jonestown shall provide payment in said amount to Lago Vista within thirty (30) days' receipt of the bill. Should Jonestown fail to pay such monthly rate in full when due in any month, the unpaid amount shall bear interest at the rate authorized by Chapter 2251, Texas Government Code, as amended from time to time.

(c) Jonestown shall bill its Wastewater customers within the Wholesale Service Area at such times and rates as are established by the City Council of Jonestown.

Article V. Indemnity; Current Funds; Contract for Services

5.01 Indemnity.

(a) In no event shall Lago Vista be held liable or responsible for claims and demands for any injury to any person or damage to any property resulting from, arising out of, or in any way connected to the actions of Jonestown or the condition and operation of Jonestown System under this Agreement. To the extent permitted by law, Jonestown shall protect, indemnify, defend, and hold harmless Lago Vista and its agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Jonestown, its customers, representatives, agents or employees, in the execution or performance of this Agreement or any obligation of Jonestown hereunder.

(b) In no event shall Jonestown be held liable or responsible for claims and demands for any injury to any person or damage to any property resulting from, arising out of, or in any way connected to the actions of Lago Vista or the condition and operation of Lago Vista System under this Agreement. To the extent permitted by law, Lago Vista shall protect, indemnify, defend, and hold harmless Jonestown and its agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Lago Vista, its customers, representatives, agents or employees, in the execution or performance of this Agreement or any obligation of Lago Vista hereunder.

5.02 Current Funds. The financial obligations of the parties under this Agreement shall be paid with wastewater revenues and current revenues available to the respective party.

5.03 Goods and Services. This is a contract for goods and services.

Article VI. Term

6.01 Term of the Agreement. The provision of service under this Agreement shall commence on the Effective Date and shall terminate on the same month and date forty (40) years after the Effective Date, subject to the termination provisions of this Agreement. The parties will reevaluate and may extend the agreement for another 40 year term on terms agreeable to the parties.

Article VII. Miscellaneous Provisions.

7.01 Remedies Upon Default.

(a) In the event Jonestown shall default in the payment of any amounts due Lago Vista under this Agreement, or in the performance of any material obligation to be performed by Jonestown under this Agreement, then Lago Vista, after having given Jonestown 30 days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Jonestown, and shall further have the right to temporarily limit wastewater disposal services to Jonestown under this Agreement, pending cure of such default by Jonestown. In the event such default remains uncured for a period of (1) 90 days in the event of a monetary default or (2) 365 days in the event of a non-monetary default, then Lago Vista shall have the right to permanently restrict service to Jonestown under this Agreement or to require Jonestown to stop making new retail connections to the Lago Vista System after giving Jonestown 30 days notice of its intent to do so and opportunity to cure.

(b) In the event Lago Vista shall default in the performance of any material obligation to be performed by Lago Vista under this Agreement, then Jonestown, after having given Lago Vista 30 days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Lago Vista. In the event such default remains uncured for a period of (i) 90 days (or such longer time as is reasonably required to cure such default, provided Lago Vista has made reasonable efforts to commence the cure within said 90-day period) in the event of a default which causes Jonestown to be unable to provide wastewater utility service within the Wholesale Service Area or (ii) 365 days in the event of any other type of material default, then Jonestown shall have the right to notify Lago Vista that Jonestown intends to take a more limited amount of wastewater disposal services from Lago Vista (which shall be at least the amount Lago Vista is then able to provide to Jonestown) and Jonestown may then obtain other wastewater disposal services from another provider or may take appropriate action to supply itself with additional wastewater disposal services after giving Lago Vista 30 days notice of its intent to do so and opportunity to cure; otherwise, Jonestown shall obtain all its wastewater disposal services from Lago Vista during the term of this Agreement.

(c) This Agreement may be enforced by specific performance

7.02 Force Majeure. In the event that the performance by either party hereto of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of or attributable such party, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party, acting on behalf of a party, or privy to this Agreement, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

7.03 Fines and Penalties. Fines and penalties assessed against a party to this Agreement shall be borne and initially paid by the party against which they are assessed. If it is determined by a court or regulatory agency that the occurrence or condition giving rise to any such fine or penalty was caused by the act or omission of a party to this Agreement other than the party against whom such a penalty or fine is assessed, then the party whose act or omission was such cause shall reimburse the party the amount of such fine or penalty finally assessed and paid, plus interest.

7.04 Notice. Unless otherwise provided herein any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by either party to the other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by causing the same to be delivered to an officer of such party, or by facsimile transmission, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective three (3) days after having been so deposited, and notice given in any other manner provided herein, unless otherwise stated herein, shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall until changed as hereinafter provided, be as follows:

•
If to Lago Vista:
City of Lago Vista
Attn: City Manager
P.O.Box 4727
Lago Vista, Texas 78645
(512) 267-7070 facsimile

If to Jonestown:
City of Jonestown
Attn: City Administrator
18649 FM 1431, Ste 4A
Jonestown, Texas 78645
(512) 267-4572 facsimile

7.05 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Agreement.

7.06 Non-Assignability. This Agreement shall not be assigned by either party without the prior written consent of the other party.

7.07 Successors and Assigns. To the extent permitted by this Agreement, this Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the respective assigns and legal representatives of the parties hereto.

7.08 Choice of Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, and the obligations of the parties under this Agreement are performable in Travis County, Texas.

7.09 Table of Contents, Titles and Headings. The title of this Agreement, and the table of contents, titles and headings of Articles and Sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

7.10 Severability. If any clause or provision of this Agreement is declared illegal, invalid, or unenforceable during the term of this Agreement, it is the intention of the parties that the validity and enforceability of the remaining provisions of this Agreement shall not be affected. It is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there shall be added a new clause to this Agreement by negotiation between the parties to this Agreement, a clause or provision as similar in terms to such unenforceable clause or provision as may be possible and yet be legal, valid, and enforceable.

7.11 Entire Agreement. This Agreement constitutes the sole agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed and supersedes any and all prior understandings, negotiations, representations or agreements, whether oral or written, including the letter of understanding previously entered into by the parties.

EXECUTED by the parties hereto in multiple counterparts, each of which shall constitute an original hereof, on the respective dates appearing below,

CITY OF LAGO VISTA

FIRST AMENDMENT
CITY OF LAGO VISTA

By: _____

Mayor

By: _____

Mayor



Date of Execution: 6/20/13Date of Execution: 6/21/2023

ATTEST:



City Secretary

CITY OF JONESTOWN

By:

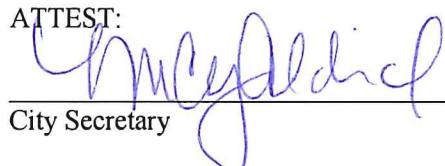


Mayor

Mayor

Date of Execution: 6-20-2013

ATTEST:



City Secretary

FIRST AMENDMENT

CITY OF JOENSTOWN

By:

Mayor

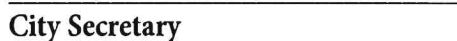
Date of Execution: _____

ATTEST:



City Secretary

ATTEST:



City Secretary



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Councilor Saum, City Council

SUBJECT: Consideration and possible action to approve the Hotel Occupancy Tax (HOT) Fund Policy and Application, and to authorize the City Manager to negotiate and execute related contracts for the use of HOT funds.

ATTACHMENTS:
[HOT_Policy_Final_Polished_CAD review 2026.04.07.pdf](#)



**APPLICATION / REQUEST FOR FUNDING
FROM HOTEL OCCUPANCY TAX REVENUE
APPLICATION PACKET**

APPLICATION / REQUEST FOR FUNDING FROM HOTEL OCCUPANCY TAX REVENUE

Application Packet

Contents

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APPLICATION PROCESS – PROCEDURES AND DEADLINES

1. Application Submission Deadline

The City of Lago Vista, Texas, accepts applications from organizations and businesses whose program fits into one or more of the named categories in Section 3.2.2. All requests for Hotel Occupancy Tax (HOT) funds must be submitted via email to the City Manager at charles.west@lagovistatexas.gov by the submission deadline(s). The application will be reviewed by the City Council. The applicant may be asked to be present at the meeting to answer any questions regarding the application.

Applicants will be notified one week prior to the meeting of the time and place for the review.

Priority will be given to applications based on their ability to generate overnight visitors to Lago Vista.

Pages **10-20** of the application packet (along with any required or requested supporting documentation) must be fully completed and returned as directed on the application by the referenced deadline.

2. Application Timeline

There will be two invitations for Hotel Occupancy Tax applications. Timelines for each invitation will be according to Attachment A, which will be updated annually by the City Manager or her/his designee.

3. Deadlines for Subsequent Documentation

Post-Funding Analysis and proofs of payment – deadline not later than 60 days after the event or expenditure of funds if not an event. The Post-Funding Analysis must mirror the budget presented in the Applicant's original application and outline, and proofs of payment must be receipts that reflect actual monies expended. If the Applicant did not spend the total amount of funding received, then that amount must be returned or repaid to the City of Lago Vista.

CITY OF LAGO VISTA HOTEL OCCUPANCY TAX POLICY

1. Taxing Authority

The rules on the application of the municipal Hotel Occupancy Tax are codified in Chapter 351 of the Tax Code, which authorizes the City of Lago Vista (the “City”) to impose such tax on hotels, motels, inns, short-term rentals, and bed-and-breakfast establishments.

2. Hotel Occupancy Tax Revenue

Under the Texas Tax Code, the following businesses are considered “hotels” and are required to collect hotel occupancy taxes from their guests: “any building or buildings in which members of the public obtain sleeping accommodations for consideration” for less than 30 days, including a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast facilities. For purposes of imposing the hotel occupancy tax, a “hotel” includes a short-term rental used for less than 30 consecutive days.

The Hotel Occupancy Tax revenue is used to promote tourism and the hotel industry in Lago Vista. The city collects 6% in HOT funds from area hotels, motels, and short-term rental properties on a quarterly basis.

The local hotel occupancy tax statutes provide for specific penalties a city may assess against hotel operators who fail to file the hotel tax collections report, file late or without full payment, or produce false tax returns. The City of Lago Vista charges 15% of the amount due after the tax has been delinquent for one complete fiscal quarter and an interest fee of 10% per annum beginning 60 (sixty) days from the due date.

3. Allowable Use of Hotel Occupancy Tax Revenue

3.1 Texas Tax Code (the “Code”) Section 351.001(6) defines a tourist as an individual who travels from the individual’s residence to a different municipality, county, state or country for pleasure, education, or culture.

3.2 The Code states that revenue derived from hotel occupancy tax may be used only if both parts of the following two-part test are met.

3.2.1 Part One of the test requires that usage of HOT funds must directly enhance and promote visitors and the convention and hotel industry as permitted by Subsection 351.101(a) of the Code.

3.2.2 Part Two of the test requires that all expenditures must clearly fit into one of the statutorily provided categories listed below:

3.2.2.1 Convention center facilities or visitor information centers: the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both.

3.2.2.2 Registration of convention delegates: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

3.2.2.3 Advertising, and conduct solicitations and promotional programs to attract tourists and convention delegates: advertising and conduct solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

3.2.2.4 Promotion of the arts: the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, and exhibition of these major art forms;

3.2.2.5 Historical restoration and preservation projects or activities: historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of convention center facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

3.2.2.6 Signage: Funding of signage directing the public to sights and attractions that are frequently visited by hotel guests. Must comply with all signage regulations.

3.2.2.7 Transportation systems for Tourists: Funding City or privately owned and operated transportation systems to:

- (a) transport tourists from hotels in and near the city to touristic attractions in or near the city,
- (b) the commercial center of the municipality,
- (c) other hotels in or near the municipality, and
- (d) a convention center in the municipality. The law specifically prohibits the use of the local hotel tax to cover the costs for a transportation system that serves the public.

4. Annual Reporting Requirements

In accordance with Texas Tax Code Section 351.009, a municipality shall submit an annual

report on the Hotel Tax Revenues to the State Comptroller, on the form prescribed by the comptroller, not later than March 1st of each year.

5. Hotel Occupancy Tax Funding

5.1 To actively promote Lago Vista as a touristic destination, the City allows entities to apply for Hotel Occupancy Tax (HOT) Funding. The purpose of HOT funding is to assist and support qualified events/activities/programs/facilities, ***not*** to be the major patron or the majority funds provider for the event/activity/program/facility.

5.2 The funds are to be used in compliance with Chapter 351 of the Tax Code and in accordance with the City of Lago Vista Hotel Tax Policy.

5.3 Recipients are responsible for assuring compliance with all statutory, and other legal requirements applicable to receipt, use, expenditure, and accounting of hotel tax revenues. No provision, restrictions, or lack thereof in these guidelines shall excuse the failure of a recipient to comply with all such agreements.

5.4 The HOT funding application packet must be fully completed and submitted to the City of Lago Vista – City Manager by the aforementioned deadline. Every effort will be made to place the application on the City Council agenda as soon as possible. A formal presentation to the City Council by the applicant is required. Applicants shall complete the application outlining how the funds will be used, along with a letter to formally request funding. Returning applicants must include a copy of the Post Funding Analysis for the most recent funding.

5.5 Priority will be given to those events and entities based upon documented ability to directly promote visitors and the convention and hotel industry in Lago Vista by “being likely to cause increase hotel or convention activity.” Applicants will **document** the potential to generate increased hotel or convention activity by:

5.5.1 Providing historical information on the number of room nights used during previous years of the same event/activity/program/facility.

5.5.2 Providing current information on the size of room blocks reserved at area hotels to accommodate anticipated overnight guests attending the funded event/activity/program/facility.

5.5.3 Providing historical information on the number of guests at hotels or other lodging facilities that attended the funded event/activity/program/facility.

5.5.4 Providing examples of marketing of programs and activities likely to generate or encourage overnight visitors to local lodging properties.

5.6 All Applicants are encouraged to patronize local businesses for food, supplies, materials, printing, and the like.

5.7 Applicants for event funding must have insurance coverage prior to the event unless otherwise waived by City Council during the application process. A copy must be presented along with the application for funding. The City is not responsible for any insurance or legal claims related to the funded event.

5.8 A portion of the revenues from any event/activity/program/facility receiving HOT funds must be channeled back into the future costs of operating that same event/activity/program/facility or the continued operation of such. The amount of revenue that will be dedicated towards that purpose must be included in the Post Funding Analysis.

5.9 No other outside events, projects, charities, or the like which are also sponsored by the host organization may profit from HOT funding of the event/activity/program/facility funded.

5.10 It is critical that the application be filled out completely and accurately. It is the responsibility of the Applicant to specifically explain how the funds will be used only in eligible ways.

5.11 If applying under the Advertising category described in 3.2.2.3, please note the local requirement that advertising must be accomplished in advance of the event/activity/program/facility and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards, internet advertising. In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Lago Vista. Such acknowledgment might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted. Any use of the city logo must be coordinated with and approved by the appropriate City representatives to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

5.12 City Council evaluates the way the funds will be disbursed for the approved application. Event/activity/program/facility may be funded in advance, on a reimbursement basis, or a combination of both. City Council may award funding amounts less than the amount requested.

5.13 Maximum funding guidelines, unless specifically waived during the application process by City Council.

5.13.1 All funding requests must be for fifty percent (50%) or less of Applicant's total projected gross revenue from the event/activity/program/facility.

5.13.2 All advertising requests must be fifty percent (50%) less than the gross advertising expenditures.

5.13.3 Applicants must match at one-to-one of the total funds requested from the City and provide detailed support for all advertising expenditures so that the one-to-one match can be verified by the City.

5.14 The City is limited by law in the amount of funds it can contribute each year. No applicant will receive more than 50% of the allowable annual funds the City may contribute annually.

5.14.1 All funding requests for the promotion of the arts are limited to fifteen percent (15%) of each fiscal year's revenue collection. If in any one year, the fifteen percent (15%) ceiling is not reached, funding for these purposes does not roll forward to future years.

5.14.2 All funding requests for historical restoration and preservation projects or activities are limited to fifteen percent (15%) of each fiscal year's revenue collection. If in any one year, the fifteen percent (15%) ceiling is not reached, funding for these purposes does not roll forward to future years.

5.14.3 Per State Law, cities of populations less than 125,000 must spend a minimum amount of Hotel Occupancy Tax revenue on advertising and promotion. The City of Lago Vista has a 6% Hotel Occupancy Tax rate, at least 1/6 of the hotel occupancy tax proceeds must be spent on advertising and promoting the city and attracting tourists and hotel and convention activity. If at least 1/6 is not spent within any given year, that amount rolls forward to future years.

5.15 Strategic Planning Requirement

If the balance of the City's Hotel Occupancy Tax (HOT) Fund exceeds Five Hundred Thousand Dollars (\$500,000) at any time during the fiscal year, the City shall develop a three (3) year HOT Fund Strategic Plan.

The Strategic Plan shall:

5.15.1 Identify proposed projects, programs, and initiatives that are eligible for funding under Chapter 351 of the Texas Tax Code.

5.15.2 Include estimated costs and proposed funding allocations for each identified project, program, or initiative.

5.15.3 Prioritize activities that promote tourism development and increase hotel occupancy within the City of Lago Vista.

If a Strategic Plan is not already in place at the time the fund balance threshold is reached, the City shall prepare and present a draft Strategic Plan within forty-five (45) days.

The Strategic Plan may include coordination with local and regional partners, including but not limited to the Lago Vista Chamber of Commerce, the Lago Vista Economic Development Corporation, and other tourism-related organizations.

If additional direction is needed, the item shall be placed on a City Council agenda for discussion and guidance within the same forty-five (45) day period.

The Strategic Plan may be updated annually, or more frequently, as directed by City Council.

The Strategic Plan shall serve as a guiding document for future HOT fund allocations but shall not obligate the City to fund any specific project or initiative.

5.16 Hotel tax funding recipients shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the organization and, on request of the governing body of the municipality or other person, shall make the records available for inspection and review to the governing body or other person. All financial records and any other records relating to the hotel tax funding shall be subject to the requirements of the Public Information Act.

5.17 Applicants are on notice that, while the City makes decisions based on estimated budgets and projections, documentation on how the funds granted were spent must be actual costs supported by proofs of payment. Any monies not used or not used lawfully must be returned or repaid to the City within sixty (60) days of the event or program, along with the completed Post Funding Analysis.

5.18 The final accounting of funds must mirror the items and time frames outlined in the funding application and request letter. Deviations will be noted on staff's report to Council to evaluate those deviations. City Council may require the applicant to refund unallowable expenditures back to the city.

5.19 Any organization that owes tax dollars or other funds to the City of Lago Vista will not receive approved funds until their debt is paid.

5.20 Should the City Council grant any funding to the applicant, it is expressly understood and agreed that by granting such funds, the City of Lago Vista is not entering into any form of joint venture, partnership, joint enterprise, contract for goods or services or business relationship with the applicant or in relation to the event. Such funding is a grant only with no expectation of profits or revenue to be provided to the city.

5.21 If the total amount of the HOT funds granted are not used or are not lawfully used, then those funds must be returned or repaid to the City of Lago Vista with the Post-Funding Analysis.

5.22 By accepting grant funds, the applicant is obligated to comply with the reporting and documentation requirements. Failure to provide proper reporting and documentation to the City in a timely manner can result in a restriction on receiving future grants, or the City seeking to reclaim funds which were not properly utilized.

APPLICATION

A – FUNDING CONSIDERATIONS CHECKLIST

Name of Event/Activity/Program/Facility: _____

If applicable, date of Event/Activity/Program/Facility: _____

YES NO

☐☐

Does your event/activity/program/facility pass Part One of the statutory test define specifically as directly enhancing and promoting visitors in Lago Vista AND directly enhancing and promoting the convention and hotel industry in Lago Vista?

YES NO

☐☐

Does your event/activity/program/facility pass Part Two of the statutory test, defined specifically as fitting into one or more of the following categories?

Please check which category or categories:

☐

Convention center facilities or visitor information centers

☐

Facilities, personnel and materials for registration of convention delegates

☐

Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates

☐

Promotion of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording

☐

Historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums in the area

☐

Funding signage directing the public to sights and attractions that are frequently visited by hotel guests

☐

Funding City or privately owned and operated transportation systems to: (a) transport tourists from hotels in and near the city to touristic attractions in or near the city, (b) the commercial center of the municipality, (c) other hotels in or near the municipality, and (d) a convention center in the municipality. The law specifically prohibits the use of the local hotel tax to cover the costs for a transportation system that serves the public.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Is your application filled out thoroughly and completely, and are all required pages attached? |
| ☐ | ☐ | Is your request for funding in accordance with the maximum funding guidelines? |
| ☐ | ☐ | If applicable, have you submitted the Post-Funding Analysis and proofs of payment for last year's event/activity/program/facility? |
| ☐ | ☐ | If applicable, have you returned or repaid the City for any previous funds not used or not used lawfully? |
| ☐ | ☐ | Have you documented how you will accurately track out-of-town guests, showing that your event/activity/program/facility will attract tourists that will directly support visitors and the hotel and convention industry in the area? |
| ☐ | ☐ | Is your request for fifty percent (50%) or less of your total projected gross revenue from the event/activity/program/facility? |
| ☐ | ☐ | If you are applying under the Advertising category, is your request for fifty percent (50%) or less of your total projected advertising expenditures and have you documented your advertising budget? |
| ☐ | ☐ | Is your request no more than a one-to-one match for your event/activity/program/facility and does your application list anticipated matching funds? |
| ☐ | ☐ | If you are applying under the Advertising category, have you met the local requirement that advertising must be accomplished <i>in advance</i> of the event/activity/program/facility, and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards, internet advertising? |

B – FUNDING REQUEST

Organization Information

Date: _____

Name of Organization:

Address:

City, State, Zip:

Contact Name:

Contact Phone Number:

Contact Email Address:

Website for the Event/Activity/Program/Facility?

Is your organization:

☐ Non-Profit

☐ Private/For Profit

Tax ID #: _____

Organization's Creation Date: _____

Purpose of your organization:

Event/Activity/Program/Facility Information

Name of Event/Activity/Program/Facility:

Date of Event/Activity/Program/Facility:

Primary Location of Event/Activity/Program/Facility:

Amount of HOT Funding Requested:

Date by which HOT Funding will be needed?

FUND USAGE: How will the funds be used, if awarded? Please describe in detail.

Primary Purpose of Funded Event/Activity/Program/Facility:

Check which statutory categories apply to the funding request AND the amount requested under each category:

- ☐ **Convention center facilities or visitor information centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;
\$ _____
- ☐ **Registration of convention delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
\$ _____
- ☐ **Advertising, and conducting solicitations and promotional programs to attract tourists and convention delegates:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
\$ _____
- ☐ **Promotion of the arts:** the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, and exhibition of these major art forms;
\$ _____
- ☐ **Historical restoration and preservation projects or activities:** historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of convention center facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
\$ _____
- ☐ **Signage:** Funding of signage directing the public to sights and attractions that are frequently visited by hotel guests. Must comply with all signage regulations.
\$ _____
- ☐ **Transportation systems for Tourists:** Funding City or privately owned and operated transportation systems to: (a) transport tourists from hotels in and near the city to touristic attractions in or near the City, (b) the commercial center of the municipality, (c) other hotels in or near the municipality, and (d) a convention center in the municipality. The law specifically prohibits the use of the local hotel tax to cover the costs for a transportation system that serves the general public.
\$ _____

Questions for ALL Funding Requests

How many years have you held this event/activity/program?

Expected attendance:

How many people attending the event/activity/program/facility will use Lago Vista hotels, motels, inns, or bed-and-breakfast establishments?

How many nights will they stay?

Do you reserve a room block for this event/activity/program/facility at an area hotel and, if so, for how many rooms and at which hotels?

Has the organization previously received HOT funding from the City of Lago Vista? Yes or No _____

If yes, what year(s) _____, amount: \$ _____,
and for what purpose: _____

List major events/projects that this organization or applicant has organized and hosted.

Additional information such as schedules, financial statements, or other information may be asked to be provided.

Questions for Facilities

Answer the following only if the funding request is for a permanent facility such as a museum or visitor center.

Expected Attendance Monthly/Annually:

Please note percentage of those in attendance that are staying at area hotels or lodging facilities:

Questions for Events

If your request is not for an event, please continue to the following section, Questions for Programs

Is this request for an event? (Yes or No) _____

Has this event been held previously? (Yes or No) _____

If Yes, please complete the following: Location:

Date(s):

Month/Year Held, Assistance Amount, Number of Hotel Rooms Used:

How will you measure the impact of your event on area hotel activity?

Please list all other organizations, government entities, and grants that have offered financial support to your event/activity/program/facility:

Please check all promotion efforts your organization is coordinating

2026-04-07 HOT Fund Policy – Draft V2

- ☐ Internet
- ☐ Newspaper
- ☐ Radio
- ☐ TV
- ☐ Press releases to media
- ☐ Direct mailing to out-of-town recipients
- ☐ Other

What specific geographic areas do your advertising materials and promotions reach?

What number of individuals *located in another city or county* will your proposed marketing reach?

Questions for Programs

Please complete this section if the funding request is NOT for an event or facility.

Date of completion for the proposed program:

Is the request to promote the arts? (Yes or No) _____

If yes, please explain:

Is the request to fund historical restoration or preservation? (Yes or No) _____

If yes, please explain:

Required Additional Information

The following required information must be included for a submission to be considered complete, unless waived by City Council during the application process:

- Budget for the proposed event/project, including all revenue sources and expenditures
- Organization financial statements from the previous two years, if available
- Articles of Incorporation
- By-Laws
- Board Members – names and titles

Additional information such as schedules, or other information may be asked to be provided.

Application Packets must be returned in accordance with the deadlines of submission referenced in Attachment A to the City Manager at charles.west@lagovistatexas.gov.

C – PUBLICITY FACT SHEET

Please provide the following information so that your event/activity/program/facility can be promoted accurately and effectively by the City of Lago Vista. Return the completed form along with the organization logo or event/activity/program/facility flier to the City Manager at charles.west@lagovistatexas.gov.

Name of the event/activity/program/facility: _____

Date(s) of event/activity: _____

Sponsoring organization: _____

Admission charge, if any: _____

Group rates, if available: _____

Location of event/activity/program/facility: _____

Hours of operation: _____

Free/paid parking, availability of parking: _____

Brief publicity description [Please include, in fifty (50) words or less, what you want the public to know about your event/activity/program/facility]

Publicity contact person: _____

Contact's telephone number: _____

Contact's email address: _____

Website: _____

The information in this application above is within the knowledge of the individual signing this application and the signatory has reviewed the above information prior to signing. Applicant understands that such information is being relied upon by the City of Lago Vista in making any determinations regarding this application. By signing below, the individual signing this application declares, under penalty of perjury, that the above listed information is true and correct.

Authorized Signatory _____

Date Signed _____

POST-FUNDING ANALYSIS AND PROOFS OF PAYMENT ORGANIZATION INFORMATION

Date:

Name of organization:

Address:

City, State, Zip:

Contact:

Contact Phone Number:

Contact Email Address:

EVENT/ACTIVITY/PROGRAM/FACILITY INFORMATION

Name of funded event/activity/program/facility: _____

Date of funded event/activity/program/facility held: _____

Primary location(s) of funded event/activity/program/facility:

Primary purpose of funded event/activity/program/facility:

Amount received from the City's HOT funds: _____

Amount spent out of the City's HOT funds: _____

Specific explanation of how HOT funds were spent: _____

How many years have you held this event/activity/program/facility?

How many people did you predict would attend this event/activity/program/facility? [Note: this must be the number you submitted in the Application]

How many people *actually attended* the event/activity/program/facility?

How many room nights were generated at Lago Vista area hotels, motels, inns, and bed-and-breakfast establishments by attendees of this event/activity/program/facility?

If this event/activity/program/facility has been funded by HOT funds in the last three (3) years, how many room nights were generated at Lago Vista area hotels, motels, inns, and bed-and-breakfast establishments by attendees of this event/activity/program/facility?

Last Year: _____

Two Years Ago: _____

Three Years Ago: _____

What method did you use to determine the number of people who booked rooms at Lago Vista area hotels, motels, inns, and bed-and-breakfast establishments by attendees of this event/activity/program/facility? [For example, room block usage information, survey of hoteliers, etc.]

Was a room block established for this event/activity/program/facility at an area hotel and, if so, did the room block fill?

If the room block did not fill, how many rooms were picked up? _____

Please check all efforts your organization used to promote this event/activity/program/facility, and how much money was actually spent in each category not just spending related to HOT funds received:

☐ Internet \$ _____

☐ Newspaper \$ _____

☐ Radio \$ _____

☐ Press Releases \$ _____

☐ Direct Mail \$ _____

☐ Other \$ _____

What new marketing initiatives did you utilize to promote hotel and convention activity for this event/activity/program/facility?

Attach actual documents showing how Lago Vista was recognized in your advertising/promotional campaign.

Attach actual documents showing all forms of advertising/promotion used in your campaign. If the item itself does not indicate the medium used (i.e. radio, TV, print, or mail) or exactly where the advertising took place, please include other information that would show the location of the advertising and medium utilized.

Attach actual invoices, receipts, and proofs of payment for ALL expenditures on which HOT funds were used in whole or in part.

What Lago Vista businesses did you utilize for food, supplies materials, printing, etc.?

If event-related, how many individuals actually participated in the event/activity/program/facility?

If event-related, how many participants were from another city or county?

By signing below, the individual signing this document declares, under penalty of perjury, that the foregoing information is true and correct.

Authorized Signatory

Date Signed

This Post-Funding Analysis must be completely and accurately filled out and returned no later than sixty (60) days after the event / activity / program / facility to the City Manager at charles.west@lagovistatexas.gov.

All invoices and proofs of payment must be attached. If the total amount of the HOT funds were not used or were not lawfully used, then those funds must be returned or repaid to the City of Lago Vista with this Post-Funding Analysis.

Attachment A

Application Timeline

There will be two invitations for Hotel Occupancy Tax applications. Timelines for each invitation will be according to this attachment which will be updated annually by the City Manager or her/his designee.

The first application timeline in which a maximum of seventy-five percent (75%) of the yearly allocation of Hotel Occupancy Tax funding may be awarded will be as follows:

May 1	Application submission deadline at 5:00 p.m.
May 2-15	City staff review of applications for administrative completeness and basic requirements.
May 16– July 15	City Council discussion of HOT funding requests.
September (2 nd CC Meeting)	City Council to consider approval of funding recommendations for the Fiscal Year Budget.
October 1	Funds available for distribution according to application request.

The second application timeline on which the remaining amount of the yearly allocation of Hotel Occupancy Tax funding may be awarded will be as follows:

January 2	Application submission deadline at 5:00 p.m.
January 3-15	City staff review of applications for administrative completeness and basic requirements.
January 16 – March 16	City Council discussion of HOT funding requests.
April (2 nd CC Meeting)	City Council to consider approval of funding recommendations for the Fiscal Year Budget.
Funds available for distribution according to application request.	

The maximum funding percentages may be changed at the discretion of City Council at any time. The city deadlines are an estimate based on optimum circumstances related to the review, approval, and execution of the program and its agreements. These items could be delayed based on a variety of factors. Please email the City Manager at charles.west@lagovistatexas.gov if you have any questions about this program.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Councilor Benefield, City Council

SUBJECT: Consideration and possible action regarding the start time of City Council meetings.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Councilor Saum, City Council

SUBJECT: Discussion and update on Budget timeline.

ATTACHMENTS:
[2026-04-09-Lago_Vista_FY2027_Budget_Calendar.pdf](#)

City of Lago Vista

FY 2027 Budget Preparation Calendar

(Fiscal Year: October 01, 2026 – September 30, 2027)

Executive Summary

This memo requests Council approval of the City’s FY 2027 budget preparation calendar. The schedule aligns internal planning milestones with required statutory deadlines in Texas Local Government Code Chapter 102 and Texas Property Tax Code truth-in-taxation provisions, and incorporates GFOA recommended budget practices to enhance transparency, performance alignment, and long-range sustainability.

Background / Discussion

Texas law requires the budget officer to prepare and file a proposed budget for public inspection at least 30 days before the City’s tax levy, conduct a public hearing after the 15th day following filing and before the levy, and adopt the budget by ordinance with a record vote at the conclusion of the hearing. Truth-in-taxation requirements under the Tax Code require specific calculations, notice, hearing, and adoption steps when the proposed tax rate exceeds statutory thresholds. The attached calendar provides a compliant roadmap for FY 2027.

Fiscal Impact

None, this is strictly an operational and procedural function to streamline and ensure an efficient annual budget preparation process

Recommendation

Approve the FY 2027 Budget Preparation Calendar and direct staff to proceed with the outlined process and public engagement milestones.

Respectfully submitted,
Charles West

FY 2027 Budget Preparation Calendar (Presentation Format)

Key statutory anchor dates shown below are based on a recommended tax levy/adoption meeting of September 15, 2026. Adjust dates if the Council selects a different levy/adoption meeting date. (Dates may be adjusted if needed)

Date / Month	Major Activities
January–February 2026	Strategic planning and multi-year forecast update; review/update budget policies; issue budget instructions and calendar (GFOA). In January of each year at the first City Council Workshop staff will present a Postmortem review of the previous year's budget.
March 2026	Department operating and capital requests due; revenue and expenditure forecast update; CIP review begins (GFOA).
April 2026	Develop preliminary draft budget; align with strategic goals, service levels, and performance measures (GFOA).
May 2026	Management review and balancing; refine CIP and operating impacts; draft budget message, assumptions, and major changes (GFOA). Schedule dates and times of Council budget workshops.
June 2026	Council budget workshop(s); incorporate Council direction; prepare public-facing budget summary (GFOA transparency).
August 16, 2026 ¹	File proposed budget with City Secretary/Clerk for public inspection (≥30 days before tax levy meeting of September 15, 2026).
August 2–22, 2026 ²	Publish budget hearing notice in a newspaper of general circulation (10–30 days before the budget hearing).
September 1, 2026 ³	Earliest permissible budget public hearing date (after the 15th day following filing).
September 15, 2026 ⁴	Hold budget hearing and adopt budget ordinance with record vote at the conclusion of the hearing; adopt tax rate/levy consistent with Tax Code truth-in-taxation requirements.
October 1, 2026	FY 2027 begins; implement budget; begin monthly monitoring and reporting cadence (GFOA).
October 2026–September 2027	Ongoing: budget monitoring, quarterly reporting, and amendments as needed; update long-range forecast (GFOA).

Statutory Citations (Footnote References)

¹ Texas Local Government Code §102.005(a) – Proposed budget filed with municipal clerk before the 30th day before the date the governing body makes its tax levy.

² Texas Local Government Code §102.006(c) and common practice guidance – Provide public notice of the budget hearing; publication typically 10–30 days before the hearing (see Texas city attorney guidance).

³ Texas Local Government Code §102.006(b) – Hearing must be set for a date after the 15th day after filing and before the tax levy.

⁴ Texas Local Government Code §102.007 – Action on the proposed budget at the conclusion of the public hearing; adoption vote must be a record vote. Truth-in-taxation: Texas Tax Code §§26.05–26.07 (and related provisions) govern notices/hearing/vote on tax rate.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Jess Hall, City Council

SUBJECT: Discussion regarding the Tessera Maintenance Agreement.

BACKGROUND: The Tessera pool is located on land dedicated to the City of Lago Vista as public parkland pursuant to the Tessera development agreement. Public access to the pool is established through adopted Pool Rules and has been identified as approximately:8:00 AM – 11:30 AM, Sunday through Thursday during the public pool season
In 2017, the City entered into an Agreement for Public Park Facilities Operation and Maintenance Services with the Tessera developer and HOA.
Under this agreement:
The HOA is responsible for all operation and maintenance of the public park facilities, including:
Utilities, Maintenance, Provision of lifeguards during hours the pool is open to the general public
The City accepted conveyance of the public park facilities with the understanding that no City funds would be required for ongoing operations
Currently:

- Public access is being provided consistent with the agreement
- The HOA is bearing the full cost of lifeguard services during public access hours
- The City benefits from public recreational access on City-dedicated parkland without direct operational funding.

POLICY CONSIDERATION
This item addresses whether the City should until policy and an agreement modification can occur:

- Maintain the existing agreement structure with no City financial participation, or
- Participate on a limited or pilot basis in funding lifeguard services associated with public access hours

Lifeguard services during the mandated public access period
Key considerations:

- Public access is already established, not being created
- Lifeguards are required for safe operation and liability

mitigation

- The City is effectively relying on a privately funded safety requirement for a public benefit

CURRENT OPERATING STRUCTURE

From April 2, 2026 Council discussion:

- Tessera provides morning public access
- City pool provides afternoon/evening access (1 PM – 8 PM)

This creates a dual-facility system:

- Tessera = morning access
- City pool = primary recreation hours

FINANCIAL IMPACT:

Based on staff discussion:

- Approximate cost: \$91.50/hour for 3 lifeguards
- Public access window:

ATTACHMENTS:

[17-1703 Resolution Tessera Public Park Facilities.pdf](#)

RESOLUTION NO. 17-1703

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA,
TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR
PUBLIC PARK FACILITIES OPERATION AND MAINTENANCE SERVICES**

WHEREAS, pursuant to the terms of the August 16, 2012 Restated Development Agreement for Tessera on Lake Travis (“Development Agreement”), the Park Developer, Hines Lake Travis Land II Limited Partnership agreed to pay all costs for the operation and maintenance of public park facilities within Tessera on Lake Travis; and

WHEREAS, Park Developer has used \$1.7 million of proceeds for the bonds sold which were used to fund the construction of the public park facilities as described more fully in Exhibit A, The Agreement for Public Park Facilities Operation and Maintenance Services; and

WHEREAS, pursuant to the 2015 SAP, 2.146 million in bond proceeds have been spent on public park facilities; and

WHEREAS, Park Developer has or will expend more than \$585,000.00 to complete the construction of the public park facilities which are to be conveyed to the City in accordance with the terms of the Development Agreement; and

WHEREAS, the Tessera on Lake Travis Homeowner’s Association, Inc. (“HOA”) will be responsible for the operation and maintenance of the Public Park Facilities; and

WHEREAS, the terms of Exhibit A comport with the Bond Indentures for the PID Bonds.

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

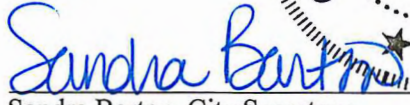
SECTION 1. The above recitals are hereby found to be true and correct and incorporated herein for all purposes.

SECTION 2. The City Council of the City of Lago Vista, Texas does hereby authorize the Mayor to execute the Agreement for Public Park Facilities Operation and Maintenance Services, which is attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION 3. This Resolution shall be in full force and effect from and after its passage.

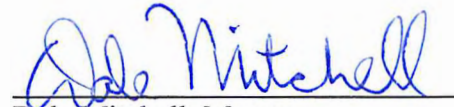
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ON THE 15th DAY OF JUNE, 2017.

ATTEST


Sandra Barton, City Secretary



CITY OF LAGO VISTA


Dale Mitchell, Mayor

**AGREEMENT FOR
PUBLIC PARK FACILITIES OPERATION AND MAINTENANCE SERVICES**

THIS AGREEMENT FOR OPERATON AND MAINTENANCE SERVICES FOR PUBLIC PARK FACILITIES ("Agreement") is made and entered into to be effective this 15th day of June, 2017, by and among the **CITY OF LAGO VISTA**, a home rule municipal corporation situated in the State of Texas (hereinafter referred to as "**City**"), **HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP**, a Texas limited partnership (hereinafter referred to as the "**Park Developer**") and **Tessera on LAKE TRAVIS HOMEOWNER'S ASSOCIATION, INC.**, a Texas non-profit corporation ("**HOA**").

RECITALS

WHEREAS, pursuant to Section 4.05(b) of the August 16, 2012 Restated Development Agreement for Tessera on Lake Travis ("**Development Agreement**"), Park Developer agreed to enter into an agreement with City that would bind Park Developer to pay all costs for the operation and maintenance public park facilities within the Tessera on Lake Travis development ("**Tessera**") until the HOA has sufficient revenues to fund such activities;

WHEREAS, pursuant to the October 4, 2012 Tessera on Lake Travis Public Improvement District Financing Agreement Between Hines Lake Travis Land Limited Partnership, Park Developer and the City ("**Financing Agreement**"), proceeds from bonds sold by the Tessera on Lake Travis Public Improvement District ("**PID Bonds**") in the amount of \$1.7 million were used to fund the construction of the public park facilities described in the Service and Assessment Plan ("**SAP**") adopted by the City Council in November 2012 ("**PID Park Facilities**");

WHEREAS, the 2015 SAP states that \$2.146 million in bond proceeds have been spent on public park facilities;

WHEREAS, Park Developer has or will expend more than \$585,000.00 to complete the construction of the public park facilities described herein ("**Public Park Facilities**");

WHEREAS, the Public Park Facilities have been constructed and Park Developer will convey the Public Park Facilities to the City in accordance with the terms of the Development Agreement;

WHEREAS, pursuant to Article 8 of the Development Agreement, the HOA is to be responsible for the operation and maintenance of the Public Park Facilities;

WHEREAS, the City has not expended any City funds to construct the Public Park Facilities and is not obligated to accept the Public Park Facilities unless Park Developer and the HOA enter into this Agreement; and

WHEREAS, the terms of this Agreement must comport with the Bond Indentures for the PID Bonds.

NOW, THEREFORE, for and in consideration of the above stated premises and the mutual promises and covenants set forth herein, the Parties agree as follows:

SECTION 1 PUBLIC PARK FACILITIES

1.01 The Public Park Facilities subject to this Agreement are:

- a. Approximately 6,840 linear feet of improved hike and bike trails situated on approximately 3.14 acres of public trail easements ("**Trail Facilities**");
- b. An approximately 2.18 acre area containing the Public Park Facilities except for the Trail Facilities ("**Park Area**");
- c. The concrete ADA ramp from the Park Area to Turnback Pointe;
- d. Parking lot containing 25 parking spaces located within the Park Area;
- e. Approximately 2,006 square foot pavilion with restrooms located on the Park Area outside of the Fenced Pool Area ("**Pavilion**");
- f. Showers outside of the Fenced Pool Area; and
- g. Swimming pool and water recreation facilities located within an approximately 9,600 square foot fenced area ("**Fenced Pool Area**") located within the Park Area.

1.02 Combined, the Public Park Facilities are located on approximately 5.323 acres of land ("**Public Park Area**").

1.03 Except for the Fenced Pool Area and reserved use of the Pavilion, the Public Park Facilities, including the restroom facilities in the Pavilion and the showers, will be available for use by residents and non-residents of Tessera (the "**General Public**") at all times that the Public Park Facilities are open for use, as specified in the applicable Park Rules defined in Section 2.01 below. The Pavilion will be available for use by the General Public at all times that the Trail Facilities are open for use except when the Pavilion has been properly reserved in advance for a specific event or function in accordance with the Pavilion Use Rules. The Fenced Pool Area will be available for use by the General Public during General Public Swimming Hours as set forth in the Pool Rules attached hereto as Exhibit "B".

1.04 Landscaping, including trees planted by the Park Developer or the HOA on the Park Lot and public trail easements, have not been conveyed to the City and remain the property of the HOA.

SECTION 2 DUTIES AND RESPONSIBILITIES

2.01 The City hereby authorizes the HOA to maintain and operate the Public Park Facilities subject to the terms of this Agreement subject to budget attached hereto as Exhibit "D". The Public Park Facilities shall be operated in accordance with the **"Trail Rules"** attached hereto as Exhibit "A", the **"Pool Rules"** attached hereto as Exhibit "B", and the **Pavilion Use Rules** attached hereto as Exhibit "C" (collectively **"Park Rules"**).

2.02 The HOA will operate and maintain the Park Facilities in accordance with this Agreement and its attachments and all applicable laws; provided, however, that the HOA may contract with a third party to provide all or some of the services described herein.

2.03 The HOA will, without cost to the City, provide the following services for the Public Park Facilities:

- a. Pay for all electric, water, wastewater and any other utility services.
- b. Collect and properly dispose of all trash, garbage, litter, and debris.
- c. Operate and maintain the swimming pool, related pool equipment, plumbing fixtures and showers.
- d. Operate and maintain the Pavilion, including the restrooms.
- e. Maintain the fencing around the swimming pool.
- f. Provide life guards during hours that the swimming pool is available to the General Public.

2.04 The City and the HOA anticipate that the Park Rules may need to be adjusted as use of the Park Facilities increases overtime. Modification of the Park Rules will be adopted in accordance to the provisions of this Section 2.04 and the agreement amendment requirements of Section 18.02 of this Agreement shall not apply. The HOA may modify the Park Rules and adopt additional rules regarding use of the Public Park Facilities, as it deems appropriate, for the safety of people and pets using the Public Park Facilities and for the protection of the Public Park Facilities. Except in emergency situations, the HOA will provide the City a copy of all proposed new rules and rule modifications no less than 30 days and no more than 60 days before the HOA proposes to implement such new and modified Park rules. If the City does not concur with the proposed new and modified Park Rules, the City shall so notify the HOA of the City's non-concurrence within twenty (20) days of the City's receipt of the proposed changes to the Park Rules. Within ten (10) days of the delivery of the City's notice of non-concurrence, authorized representatives of the City and HOA will meet and will negotiate in good faith to resolve issues raised by the City. If the HOA believes that an impasse with City staff exists regarding a proposed park rule, the HOA may request a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with the Texas Open Meetings Act. If the City does not deliver a notice of non-concurrence to the HOA within the above described twenty (20) day notice period, it will be deemed that the City concurs with the proposed changes to the Park

Rules and the HOA may implement the modified Park Rules on the effective date provided in the notice of proposed change to Park Rules.

2.05 The HOA may, at its sole discretion, temporarily modify the Park Rules to protect people and pets using the Public Park Facilities and for the protection of the Public Park Facilities. The procedures for modifying Park Rules, as set forth in Section 2.04 shall not apply during emergency or potential emergency conditions, including, flooding, increased risk of wildfire, and inclement weather.

2.06 The HOA shall have sole authority regarding the placement of signs setting forth the Park Rules on the lot where the Fenced Pool Area and pavilion are located. The HOA shall have sole responsibility for operating and maintaining electric security devices in and around the Fenced Pool Area and the Pavilion.

2.07 Neither the Park Developer nor the HOA shall have any obligation to fund private or public security patrols of the Public Park Facilities. Life guards on duty at the swimming pool are authorized to determine whether a person is complying with Pool Rules. Instructions from and decisions by a lifeguard, including, an instruction to leave the Fenced Pool Area and denial of entry into the Fenced Pool Area shall be final. The City will assist the HOA and the life guards in enforcing the Pool Rules if a person, after a request and a warning, refuses to follow the instructions of a life guard. A person who refuses to leave the Fenced Pool Area at the instruction of the HOA or a life guard may, at the discretion of the HOA or a life guard, be denied entry into the Fenced Pool Area for a period of the thirty (30) days. The City will not issue a pool pass to any person who has been instructed to leave the Fenced Pool Area after failure to obey instructions from a life guard if the HOA has notified the City of the person's identity.

2.08 The Park Developer shall, as required by the Development Agreement, provide funding to the HOA for all the costs of operating and maintaining the Public Park Facilities until such time that Park Developer assigns all of the financial obligation to fund operation and maintenance costs to the HOA. Other than providing funding, the Park Developer has no responsibility for the operation and maintenance of the Public Park Facilities or HOA owned property. Nothing in this Agreement shall be construed or interpreted as creating any agreements between Park Developer and the HOA.

2.09 In accordance with the "facility basis" methodology described in the November 1, 2011 Memorandum by McCall, Parkhurst & Horton L. L. P. ("**City Bond Counsel**") attached as Exhibit B to the Federal Tax Certificate signed in conjunction with the PID Bonds, the City has determined that the use of the Public Park Facilities as allowed and described in the Park Rules do not constitute a "private business use" as described in Section 141(b)(6) of the Internal Revenue Code.

2.10 The HOA understands that the City has financed the Public Park Facilities with proceeds of the PID Bonds, the interest of which is excludable from "gross income" for federal income tax purposes, and that, therefore, this Agreement has to comply with the management contract's safe-harbor guidelines of Rev. Proc. 2017-13, I.R.B. 2017-6, as amended and superseded

("Guidelines"). The HOA agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the City with respect to the Project. In furtherance thereof, the HOA agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction that an owner would otherwise be allowed with respect to the Public Park Facilities. The HOA and the City agree to make a good-faith effort to amend this Agreement, to the extent necessary to ensure compliance with the Guidelines.

SECTION 3 TERM OF AGREEMENT

3.01 This Agreement has an initial term of three (3) years beginning on the Effective Date. The initial three-year term will automatically renew for a two-year term under the same conditions and terms of this Agreement unless one party notifies the other of its intent to not renew this Agreement. Notice of intent to terminate this Agreement must be in writing and delivered at least twelve months prior, but no earlier than eighteen months prior, to the expiration date of the initial three-year term, or the initial two-year renewal term. If this Agreement is not terminated as of the end of the initial two-year renewal term, this Agreement will automatically renew for a second three-year term under the same conditions and terms of this Agreement. The second three-year term will automatically renew for a second two-year term under the same conditions and terms of this Agreement unless one party notifies the other of its intent to not renew this Agreement. This Agreement will continue to be automatically renewed in accordance with the three-year/two-year cycle unless terminated in accordance with this section.

SECTION 4 ALTERATIONS AND ADDITIONS TO PUBLIC PARK AREA

4.01 The HOA shall not make or cause to be made any permanent additions, or improvements to the Public Park Facilities without the prior written consent of the City.

4.02 The HOA may install, modify, relocate, remove and replace landscaping, including trees planted by the Park Developer or the HOA within the Public Park Area without notice or approval from the City.

SECTION 5 RIGHT OF ACCESS

5.01 Subject to the rights of the HOA under the terms of this Agreement, the City retains through its City Manager, Police and Fire personnel, and other designated representatives, the right at any time to enter any portion of the Public Park Facilities (without causing or constituting a termination of the use or an interference of the use of the Public Park Facilities by the HOA or its members) for the purpose of inspecting and doing any and all activities necessary for the proper conduct and operation of public property; provided, such entry shall not authorize or empower the City to assume responsibility for operating or maintain the Public Park Facilities.

SECTION 6 LIABILITY LIMITATION

6.01 The Park Developer and the HOA covenant and agree that the City shall in no way or under any circumstances be responsible for any real or personal property belonging to the HOA, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers, which may be stolen, destroyed, or in any way damaged. If swimming pool or water feature equipment or furniture within the Fenced Pool Area is damaged during the hours the Fenced Pool Area is open for General Public use, the HOA and the City will each pay fifty percent (50%) of the cost of repairing or replacing the equipment and furniture.

SECTION 7 INSURANCE

7.01 The HOA shall not commence operation of the Public Park Facilities for the General Public until the HOA has obtained all the insurance required under this Agreement and the City has approved such insurance. The HOA shall be responsible for delivering to the City the HOA's certificate of insurance for approval. HOA shall indicate on the certificate of insurance whether or not its insurance covers contractors or subcontractors. The insurance coverage required herein shall include the coverage of all subcontractors, or such subcontractors shall provide to HOA documentation of insurance reasonably equivalent to that required of the HOA, according to the liability exposures related to the subcontractor's services and/or materials.

- a. Commercial General Liability Insurance: The HOA shall procure and maintain during the term of this Agreement and any extension period, a commercial general liability insurance policy in the amount not less than \$1,000,000.00 covering each occurrence.
- b. Worker's Compensation Insurance: If the HOA utilizes employees to perform the duties and responsibilities under this Agreement, then the HOA shall maintain, during the term of this Agreement, and any extension period, statutory Workers Compensation Insurance on all of its employees engaged in work under this Agreement, and for all subcontractors unless such subcontractors maintain their own Workers' Compensation Insurance.
- c. Automobile Insurance: If the HOA owns or operates motor vehicles, the HOA shall procure and maintain, during the term of this Agreement and any extension period, a comprehensive bodily injury and property damage automobile liability policy in the amount not less than \$500,000.00 for each accident. This policy shall cover any automobile used within the scope of this Agreement.

7.02 The insurance specified in 7.01. hereof shall comply with the following requirements:

- a. The City shall be named as an Additional Insured. Exception: The additional insured requirement does not apply to Workers' Compensation policies.
- b. Thirty (30) day notice of cancellation or non-renewal.
- c. Waiver of rights of recovery (subrogation) in favor of the City.

- d. The insurers for all policies must be licensed/approved to do business in the State of Texas. All insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of the City. If the rating is below that required, written approval of the City is required.
- e. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow the form of the primary coverage.
- f. Unless otherwise stated, all required insurance shall be written on an "occurrence basis." If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this Agreement. An annual certificate of insurance submitted to the City shall provide evidence of such insurance coverage.
- g. Self-insured retention (SIR) affecting required insurance coverage shall be acceptable to and approved in writing by the City. In lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups, must also approved by the City.

SECTION 8 RELATIONSHIP OF PARTIES

8.01 The HOA shall perform all duties and responsibilities as an independent contractor, and not as an agent, servant or employee of the City. The HOA shall have exclusive control of, and the exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of the HOA's officers, agents, employees and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the City and the HOA, its officers, agents, employees and subcontractors.

8.02 Nothing herein shall be construed as creating a partnership, joint venture or contractual obligations between the Park Developer and the HOA, its officers, agents, employees and subcontractors.

SECTION 9 LICENSES AND PERMITS

9.01 The HOA shall comply with all federal, state, and local laws, rules, and regulations, as well as with all regulations, restrictions, and requirements of the Police, Fire, and Code Compliance Departments now or hereafter in effect which are applicable to its operations. The HOA shall obtain and keep in effect at its own cost and expense all licenses and permits, and pay all taxes incurred or required in connection with this Agreement and its operations hereunder.

SECTION 10

LIENS

10.01 The HOA agrees not to take any action that results in the filing of any lien on the Public Park Facilities. In the event that a lien is filed, as a result of any action of the HOA, the HOA will take all necessary steps to bond around or remove the lien within fifteen (15) business days of its filing.

SECTION 11

ASSIGNMENT OF PARK DEVELOPER'S OBLIGATIONS

11.01 Prior to Park Developer assigning to the HOA the obligation to fund the operation and maintenance of the Public Park Facilities, the City must be provided evidence that the dues and assessments paid by lot owners within Tesseria are sufficient to maintain and operate the Public Park Facilities. The HOA will, as necessary increase the amount of annual dues and assessment collected to provide for the same level of operation and maintenance of the Public Park Facilities at the time that the HOA assumes full funding obligations pursuant to this Section 11.01.

11.02 Any assignment of Park Developer's obligations under this Agreement and the Development Agreement to fund the operation and maintenance of the Public Park Facilities will not release Park Developer of said funding obligations unless the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment. The City's approval of Park Developer's assignment to the HOA of the obligation to fund the operation and maintenance of the Public Park Facilities shall be deemed an assignment and release of Park Developer's funding obligations under this Agreement and the Development Agreement.

SECTION 12

TERMINATION AND DEFAULT

12.01 In the event the HOA fails to comply with any of the material terms and conditions of this Agreement, after notice and opportunity to cure as provided in this Agreement, the City shall have the right, upon delivery of a Notice of Termination to the HOA, to declare this Agreement terminated and to enter and take full possession of the Public Park Facilities save and except such personal property and equipment as may be owned by the HOA. In the event of such termination of this Agreement by the City, all rights, privileges and obligations of the HOA hereunder shall cease and terminate. Material terms and conditions of this Agreement are limited to: a) the HOA failing or refusing to comply with the requirements of Section 2.03 of this Agreement; b) the Park Developer refusing or failing to meet its obligation to fund the operation and maintenance of the Park Facilities; and c) the HOA refusing or failing to meet its funding obligations under this Agreement.

12.02 The City must notify the HOA by written notice sent in accordance with Section 14 of the HOA's failure to comply with specific material terms of this Agreement. The HOA shall have 60 calendar days from the date of receipt of the notice to correct the deficiencies identified in the notice or to begin correcting the deficiency if it takes more than 60 days to correct a deficiency. If Park Developer has not fully assigned to the HOA the Park Developer's obligations to fund the operation and maintenance of the Public Park Facilities, then the City shall send to Park Developer a copy of all correspondence between the City and the HOA regarding the operation and maintenance of the Public Park Facilities, including any notice regarding the HOA's failure to comply with the terms of this Agreement.

12.03 Upon termination of this Agreement, the parties shall be released from all obligations contained in this Agreement.

SECTION 13 NON-DISCRIMINATION/DISABILITIES

13.01 HOA, in its maintenance, operation and use of the Public Park Facilities shall not discriminate against any person or persons because of race, age, gender, religion, color, national origin, sexual orientation or disability.

SECTION 14 NOTICES

14.01 Any notice required shall be sufficient if deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, and addressed to the other party as follows:

Any notice mailed to the City shall be addressed:

City of Lago Vista
Attn: City Manager
P.O. Box 4727 (mail)
5803 Thunderbird (hand delivery)
Lago Vista, Texas 78645
Fax (512) 267-7070

With copy to:

The Knight Law Firm, LLP
223 W. Anderson Lane, Suite A105
Austin, Texas 78752
Telephone (512) 323-5778
Fax (512) 323-5773

Any notice mailed to the Park Developer shall be addressed:

Hines Interests Limited Partnership
Attention: Mark Cover
811 Main St, Suite 4100
Houston, Texas 77008
Telephone (713) 237-5660
Fax (713) 237-5657

with copies to:

Hines Interests Limited Partnership
Attention: Darlene Louk
515 Congress, Suite 1425
Austin, Texas 78701
Telephone (512) 652-0590
Fax (512) 652-0598

Hines Interests Limited Partnership
Attention: Rob Witte
2200 Ross, Suite 42W
Dallas, Texas 75201
Telephone (972) 716-2925
Fax (972) 934-1460

Sneed, Vine & Perry, P.C.
Attn: Robert Kleeman
900 Congress Avenue, Suite 300
Austin, Texas 78701
Telephone (512) 494-3135
Fax (512) 476-1825

Any notice mailed to the HOA shall be addressed:

Tessera on Lake Travis Homeowner's Association
c/o First Services Residential
Post Office Box 342585
Austin, 78734

14.02 Mailing of all notices pursuant to this Section shall be deemed sufficient if mailed postage prepaid, certified mail, return receipt requested, and addressed as specified above, unless either party has been notified in writing of any changes to such address(es) or addressee(s). All notices shall be considered delivered two business days after the day the notice is placed in the United States Postal Service for delivery in accordance with this Section 14.

SECTION 15
VENUE AND JURISDICTION

15.01 This Agreement shall be governed by the laws of the State of Texas. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this License Agreement shall be in Travis County, Texas.

SECTION 16
ASSIGNING, MORTGAGING

16.01 Except for contracts with third parties to maintain and operate the Public Park Facilities, the HOA agrees that it will not assign all or any part of its rights, privileges or duties hereunder without the prior written consent of the City, and any attempted assignment of same without such prior consent of the City, shall be void. Consent shall not be unreasonably withheld, delayed or conditioned.

16.02 Subject to the limitations contained herein, the covenants, conditions, and agreements made and entered into by the parties hereunder are declared to be for the benefit of and binding on their respective successors, representatives, and permitted assigns, if any.

SECTION 17
WAIVER, SECTION HEADINGS, AND SEVERABILITY

17.01 It is agreed that in the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition, or provision herein contained, provided however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either the HOA or the City in connection with the rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

17.02 The waiver by the City of any default or breach of a term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any other breach of that term, covenant or condition or any other term, covenant, or condition of this Agreement, regardless of when the breach occurred.

17.03 The headings in this Agreement are inserted for reference only, and shall not define or limit the provisions hereof.

SECTION 18
ENTIRE UNDERSTANDING; AMENDMENT

18.01 This Agreement including all Exhibits attached hereto constitutes the final, entire, and complete agreement among the Park Developer, the HOA and the City and supersedes any prior and contemporaneous negotiations, understandings, representations, and/or agreements between the parties regarding the operation, maintenance and repair of Public Park Facilities. Any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.

18.02 Except as provided in Section 2.04, neither this Agreement nor any provision hereof may be modified except by an instrument in writing, signed by duly authorized representatives of the respective parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

CITY OF LAGO VISTA, TEXAS

Attest:

By: Sandra Barton
Name: Sandra Barton
Title: City Secretary
Date: 6-15-17



By: Dale Mitchell
Name: Dale Mitchell
Title: Mayor
Date: 6-15-17

TESSERA ON LAKE TRAVIS HOMEOWNER'S ASSOCIATION, INC.,
a Texas non-profit corporation

By: Darlene Louk
Darlene Louk, Director

EXECUTED on this the 15 day of June, 2017.

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP,
a Texas limited partnership

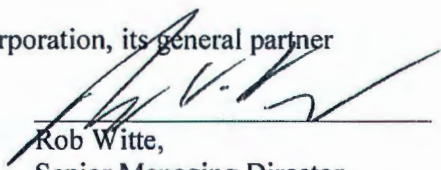
By: Hines Lake Travis GP, LLC, a Delaware limited liability company, its general partner

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, its general partner

DL

By:


Rob Witte,
Senior Managing Director

EXECUTED on this the 15th day of JUNE, 2017.

EXHIBIT A TRAIL RULES

- ❖ Open to the General Public from Sunrise to Sunset
- ❖ Trails are for walking, hiking, running and biking. Bikes yield to all other trail users.
- ❖ Children under 18 must be accompanied by an adult who is at least 18 years old at all times.
- ❖ Stay on trails at all times and proceed at your own risk in area of rugged terrain, especially along cove and lake edges.
- ❖ All motor vehicles, including ATVs and Golf Carts, are prohibited from all trails and parks.
- ❖ Alcoholic beverages are prohibited.
- ❖ Respect the wildlife. Hunting is strictly prohibited.
- ❖ Firearms are prohibited.
- ❖ No fires of any type, including ground fires, contained wood or charcoal fires, are allowed along the trail systems.
- ❖ No smoking.
- ❖ No Soliciting is allowed. No one may rent or sell any item or service on the trail system without approval from the HOA.
- ❖ Loud speakers, amplified sound and noise disturbances are prohibited.
- ❖ Carry it In, Carry It Out. Please respect all areas: Turnback Cove, Lake Travis, and Tessera's treasured open spaces, creek crossings and trails.
- ❖ Obey posted signs.

EXHIBIT B POOL RULES

OPERATING HOURS AND GENERAL PUBLIC ACCESS

POOL SEASON - The Fenced Pool Area may, at the discretion of the HOA, be opened to residents of Tessera for swimming ("**Resident Pool Season**") during the months of April through October. The precise opening and closing dates for Resident Pool Season will be determined by the HOA. The Fenced Pool Area will be open to the General Public from Memorial Day Weekend through the weekend before the beginning day of the Lago Vista Independent School District school year in accordance with the hours and schedule set forth below ("**General Public Pool Season**"). The Fenced Pool Area capacity shall not exceed the capacity established by local regulations and shall be open on a first come, first served basis and shall be enforced through the on-duty life guards.

GENERAL PUBLIC SWIMMING- During the General Public Pool Season, the Fenced Pool Area will be available for use by the General Public Sunday through Thursday from 8:00 AM to 11:30 AM ("**General Public Swimming Hours**"). Four lifeguards must be on duty to meet State requirements for use by the General Public. All patrons must leave the Fenced Pool Area before and after General Public Swimming Hours due to opening and closing procedures. During General Public Swimming Hours, the registration desk will be attended. All General Public patrons must sign in at the registration desk, show a valid swim pass card issued by the City of Lago Vista and identification. Whenever feasible, HOA will use the same third-party life guard vendor used by the City. The HOA contract with a third-party life guard vendor will require the life guards to account for City pool admissions daily to the City. Residents of Tessera may swim during General Public Swimming Hours.

TESSERA RESIDENT SWIMMING- Daily 8:00 AM to 8:00 PM. No lifeguard supervision. State requirements limit use to residents of Tessera. Residents of Tessera and their guests must use the Resident Swim Pass Cards issued by the HOA.

RULES POSTED WITHIN THE FENCED POOL AREA

- ❖ Swim at your own risk.
- ❖ General public pool hours are 8:00 AM to 11:30 AM Sunday through Thursday between Memorial Day Weekend and the weekend prior to the beginning of LVISD classes in August. Season Pass issued by the City of Lago Vista and picture identification or payment of City's daily admission fee required for entry into the Fenced Pool Area.
- ❖ Resident pool hours are 8:00 AM to 8:00 PM., subject to adjustment by the HOA.
- ❖ Use pool area shower before entering pool or using water feature.
- ❖ No glass containers allowed within Fenced Pool Area.
- ❖ No food or beverage in the pool.
- ❖ No alcoholic beverages allowed within the Fenced Pool Area.
- ❖ No smoking or other tobacco use allowed within the Fenced Pool Area.
- ❖ No diving, jumping, running, or horseplay.
- ❖ Limit of 4 guests allowed per family present.
- ❖ Swim diapers and plastic pants are required on children who are not potty-trained.
- ❖ Children under 18 must be accompanied by an adult who is at least 18 years old at all times.
- ❖ Appropriate swim attire required.
- ❖ Animals prohibited within the Fenced Pool Area.
- ❖ Changing of diapers within 6 feet of pool or water feature is prohibited.
- ❖ Use of water feature if ill with a contagious disease is prohibited.
- ❖ Do not drink water from the water feature.
- ❖ Use of water feature when ill with diarrhea in the last seven (7) days is prohibited.
- ❖ In the event of a malfunction, unsanitary condition, or any other non-emergency problem requiring correction at the pool, contact First Services Residential at 512-266-6771.
- ❖ All emergencies dial 911.

EXHIBIT C

PAVILION RESERVATION RULES

- ❖ Pavilion is available to the General Public unless the Pavilion has been reserved.
- ❖ Reservations are made through the HOA.
- ❖ Reservations must be made at least 48 hours in advance.
- ❖ The hours that the Pavilion is available for reservation coincide with the hours that the Trails are open.
- ❖ Guests are to adhere to the Trail Rules and must coordinate with the HOA and if necessary, with the City, to have proper permits and security for the particular use of the Pavilion.
- ❖ HOA reserves the right to limit the number of people that may attend an event at the Pavilion.
- ❖ HOA reserves the right to limit the number of hours per reservation.
- ❖ Parties are responsible for the cleanup and removal of all trash associated with an event at the Pavilion.
- ❖ HOA may require a security deposit for the cost of removing trash and cleaning the Pavilion.
- ❖ Children under 18 must be accompanied by an adult who is at least 18 years old at all times.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Amanda Chavarria, City Council

SUBJECT: Discussion regarding Bowden Park.

ATTACHMENTS:

[AC - Bowden Point Pathway and Swing Set Proposal.docx](#)
[Bowden Improvement Plan \(1\).jpg](#)
[BOWDEN POINT.pdf](#)

KLVB Art and Garden Pathway and Swing Set

	Rate	Qty	Amount
Bowden Point 4' walking path using concrete and dropping to 2in below grade. Approx 1368 linear feet.	\$54,720.00	1	\$54,720.00
New 30' bridge 4' wide using Trex decking and metal handrails	\$11,310.00	1	\$11,310.00
Engineering	\$6,500.00	1	\$6,500.00
Survey	\$3,250.00	1	\$3,250.00

Total

USD \$75,780.00

Scope of work:

Provide and install a single-post single-bay swing set with belt seats, with a plastic timber border, and an EWF 8' Critical Fall Height (CFH) surface

- Dig post holes
- Set posts in rebar and concrete
- Assembly swing
- Assemble plastic timber barrier
- Spread EWF to 12" depth for 8' CFH (Critical Fall Height)

Total: \$17,213.18

Total (both)

\$92,993.18 (\$7,000.00) = \$85,993.18

Scope of work:

Provide and install a single-post single-bay swing set with integrated shade and belt seats, with a plastic timber border, and an EWF 8' Critical Fall Height (CFH) surface

- Dig post holes
- Set posts in rebar and concrete
- Assembly swing
- Assemble plastic timber barrier
- Spread EWF to 12" depth for 8' CFH (Critical Fall Height)

Alt total: \$31,225.28

Total for Walkway and shaded swing set

\$107,005.28 (\$7,000.00) = \$107,005.28



Bowden Point Improvement Proposal

KLVB Art and Garden Pathway with Swing Set Proposal for Bowden Point



Bowden Point Circa 2002



today

THE BEDS AT BOWDEN



BOWDEN POINT SCULPTURES



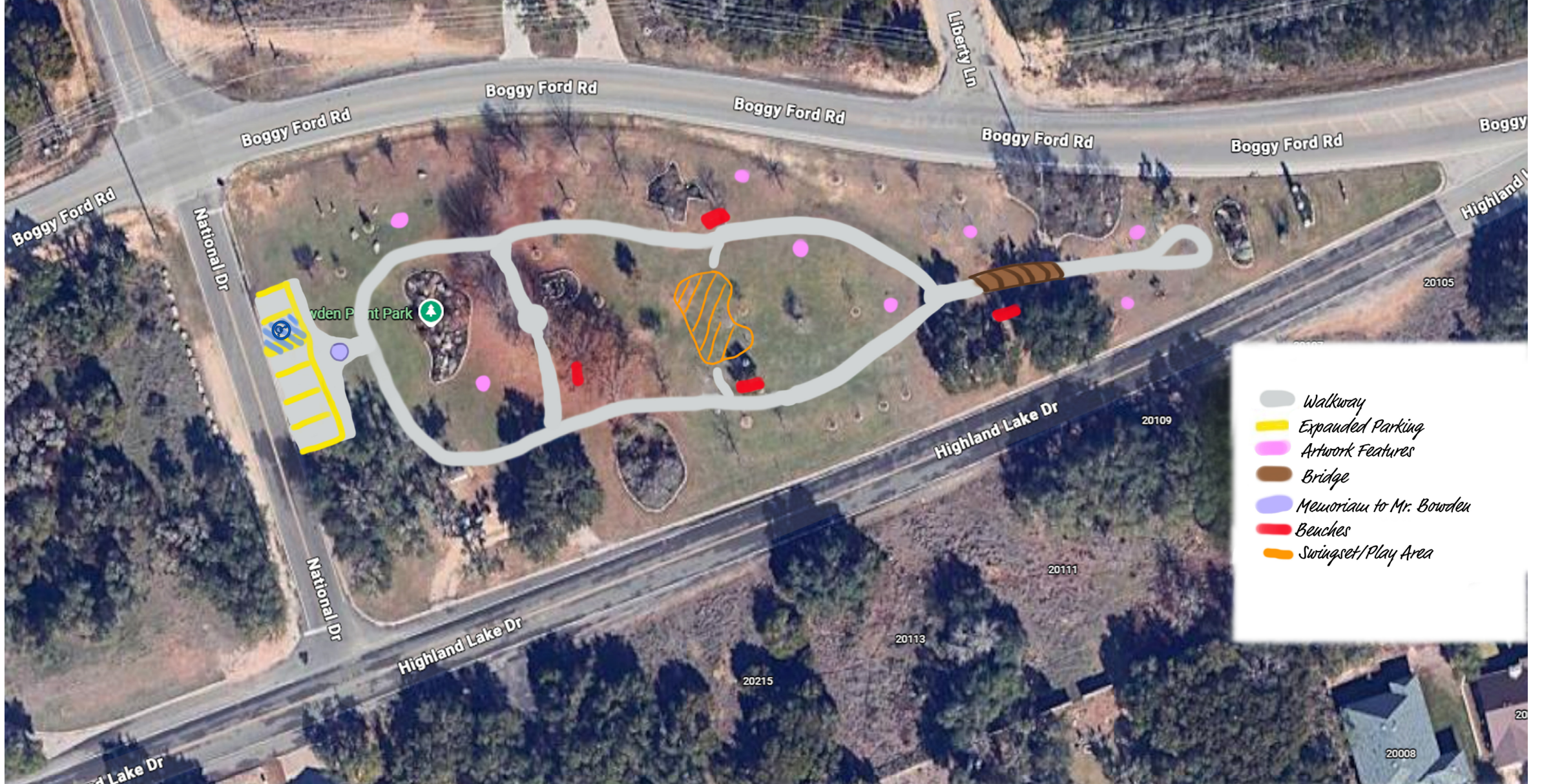
Main Bed Monarch Butterfly
Red Glass Iron Works



Heart Sculptures
By Randy Halsted

BENCHES AT BOWDEN POINT





Bowden Point Improvement Proposal

Description	Rate	Qty	Amount
Bowden Point 4' walking path using concrete and dropping to 2in below grade. Approx 1368 linear feet.	\$54,720.00	1	\$54,720.00
New 30' bridge 4' wide using Trex decking and metal handrails	\$11,310.00	1	\$11,310.00
Engineering	\$6,500.00	1	\$6,500.00
Survey	\$3,250.00	1	\$3,250.00

**Estimate for ADA compliant walkway
including footbridge with handrails
LV Contractor, Lago Vista**

Total	USD \$75,780.00

Scope of work:

Provide and install a single-post single-bay swing set with integrated shade and belt seats, with a plastic timber border, and an EWF 8' Critical Fall Height (CFH) surface

- Dig post holes
- Set posts in rebar and concrete
- Assembly swing
- Assemble plastic timber barrier
- Spread EWF to 12" depth for 8' CFH (Critical Fall Height)

Alt total: \$31,225.28

Quote from The KYA Group, Liberty Hill, TX

ADA compliant Walkway with footbridge with handrails	\$75,780.00
Additional access to swing set	\$3,000.00
Covered swing set	\$31,225.28
Total:	\$110,005.28
Previously approved in KLV B budget for 2025-26	(\$9,000.00)
Total	\$101,0005.28

KLVB Thanks you for your time
and attention.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	April 16, 2026
SUBMITTED BY:	Jordan Strohmeyer, Development Services
SUBJECT:	Discussion regarding a request for waiver of building permit extension fees totaling \$7,008 for a residential construction permit issued for property located at 1307 Robin Trail.
BACKGROUND:	The applicant for the residential construction permit at 1307 Robin Trail has requested a waiver of \$7,008 in permit extension fees associated with an active building permit originally issued on November 15, 2023, for construction of a 9,344-square-foot single-family residence located within the floodplain. Construction activity on the structure began prior to permit issuance. Since issuance, the permit has remained active for approximately two years and six months and has not yet reached final inspection status. According to the City’s permitting system (MGO), three required inspections remain outstanding in addition to the final inspection. This request represents the third permit extension fee waiver associated with this project. The first extension period expired in May 2025 and the associated fees were waived by City Council. The second extension period expired in November 2025 and the associated fees were administratively waived on October 1, 2025. The applicant is now requesting waiver of the third extension fee period. Permit extension fees are intended to offset administrative and inspection oversight costs associated with prolonged permit activity and to encourage timely completion of construction projects. The City’s current fee structure calculates extension fees based on a percentage of the original permit valuation, as established in the Code of Ordinances. Staff has previously noted that a fee structure based on actual staff time required to process extensions may more accurately reflect the administrative effort associated with permit continuation; however, no amendments to the current fee methodology have been adopted to date. City Council direction is requested regarding whether to grant the requested waiver.