

INTERLOCAL AGREEMENT REGARDING TAX INCREMENT FINANCING

THIS INTERLOCAL AGREEMENT REGARDING TAX INCREMENT FINANCING (“Agreement”) is made and entered into effective this ____ day of _____, 20__ (“Effective Date”), by and between WILLIAMSON COUNTY (the “County”), a political subdivision of the State of Texas, the CITY OF HUTTO, (the “City”), a municipal corporation and home-rule city of the State of Texas, and the HUTTO REINVESTMENT ZONE NUMBER ONE, City of Hutto, Texas (the “Zone” or “TIF”), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors (collectively, the “Parties”). This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code.

WHEREAS, the City has created the Zone pursuant to Chapter 311, of the Texas Tax Code, entitled the Tax Increment Financing Act (the “Act”); and

WHEREAS, Section 311.013(f) of the Act provides that the County may enter into an agreement with the governing body which created the Zone to participate in the payments of tax increments for certain project costs as agreed upon by the County and said governing body; and

WHEREAS, said agreement may include conditions for payment of that tax increment into a tax increment fund and must specify the portion of said tax increment to be paid into said fund, along with the term of said payments; and

WHEREAS, as a condition to participating in the Zone, the County has requested that certain real property owned by the City be conveyed to the County and the City has requested that certain real property owned by the County be conveyed to the City, as more fully provided herein; and

WHEREAS, the City and the County desire to enter into this agreement regarding the County's participation in the Zone;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

“Agreement” means this Interlocal Agreement between the City, the County and the Zone.

“Captured Appraised Value” means the captured appraised value of the Zone, as defined by Chapter 311.012(b), Texas Tax Code.

“City” means the City of Hutto, Texas.

“County” means Williamson County, Texas.

“County TIF Funded Projects” means the specific portion of the Project that will be first constructed using bond or other financed funds to be repaid using TIF and other funds, as indicated and described in the Zone Project Plan.

“County Tax Increment Participation” means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Zone pursuant to Subsections A and B of Section III of the Agreement.

“Debt Service Tax Rate” means that portion of the tax rate that is levied for payment of debt service.

“Project” means the acquisition and development and/or redevelopment in the area consisting of the construction, renovation and improvement of City and County land in accordance with the project described in the Zone Project Plan.

“Road & Bridge Tax Rate” means the tax rate the County levies under Article VIII, Sec. 1a and Article VIII, Sec. 9, Texas Constitution.

“Tax Increment Fund” (also, “TIF”) means that fund created by the City pursuant to Section 311.014 of the Act and Section 5 of City Ordinance No. 0-18-01-04-12A, which will be maintained by the City as a separate and individual interest-bearing account into which all revenues of the Zone will be deposited, including (i) deposits of tax increment by the City and by other participating taxing units with jurisdiction over real property in the Zone, including the County, and (ii) all accrued interest earned on the cash balance of the fund.

“Zone” means Reinvestment Zone Number One, City of Hutto, Texas, created by the City on January 4, 2018, by Ordinance No. 0-18-01-04-12A20, a true and correct copy of said ordinance is attached to the Agreement as Exhibit “1”, which is incorporated herein by reference for all purposes.

“Zone Project Plan” means the project plan for the entire Zone and such amendments and revisions to such plan as may be adopted by a majority of the members of the board of directors of the Zone and approved by both the City Council of the City and the Commissioners Court of the County.

“Zone Finance Plan” means the reinvestment zone financing plan for the entire Zone and such amendments and revisions to such plan as may be adopted by a majority of the members of the board of directors of the Zone and approved by both the City Council of the City and the Commissioners Court of the County.

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

II. BACKGROUND

On January 4, 2018, the City created the Zone by adoption of City Ordinance No. 0-18-01-04-12A, for the purposes of development and/or redevelopment of the property within the Zone pursuant to the Zone Project Plan. The City has agreed to participate in the Zone by contributing tax increments produced in the Zone to the Tax Increment Fund based on a contribution of **fifty percent (50%)** of its tax rate on real property beginning on the Effective Date of this Agreement and ending when TIF related debt is repaid.

The County desires to participate in the Zone in consideration for the agreements set forth below. The parties now desire to enter into an Interlocal Agreement pursuant to Section 311.013(f) of the Texas Tax Code.

III. OBLIGATIONS OF COUNTY

A. Tax Increment Participation

For and in consideration of the agreement of the parties set forth herein, and subject to the remaining subsections of this section, the participation of the County shall be (1.) for a maximum term of **twenty (20) years** beginning on the Effective Date of this Agreement; or (2.) until the County Tax Increment Participation contribution to the TIF Fund reaches **\$5,500,000.00**; or (3.) upon a condition set out herein, or (4.) at such other date as the Zone may be terminated by operation of law, **whichever event occurs earlier**. During such period of this Agreement, the County agrees to participate in the Zone by contributing the percentage of its tax rate (the "Participation Percentage") as set forth below (not including the County's Road & Bridge Tax Rate or Debt Service Tax Rate) on real property on the tax increment attributed to the Captured Appraised Value in the Zone attributable to the County, subject to the limitations set forth herein; provided, however, any County or City Roll Back Taxes shall not be paid into the TIF Fund and

shall remain with the County. In no event shall the County Tax Increment Participation contribution to the TIF Fund exceed a total of \$5,500,000.00. Upon reaching the total County Tax Increment Participation contribution of \$5,500,000.00 prior to the expiration of this Agreement's maximum term of twenty (20) years, as set forth above, the participation of the County in this Agreement shall terminate unless the County by official action of the Commissioners Court and the City by action of the City Council agrees in writing to extend this Agreement. The County's Participation Percentage shall be fifty percent (50%).

B. County Tax Increment Limitation

The County is not obligated to pay the County Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value, not including taxes collected resulting from the Road & Bridge Tax Rate or the Debt Service Tax Rate. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues, or until the County Tax Increment Participation in the Zone is actually collected. The obligation to pay the County Tax Increment Participation accrues as the County collects taxes representing the County Tax Increment Participation, and payment shall first be due thirty (30) days after February 1 of each year when any eligible taxes from the Zone are collected and thereafter yearly, thirty (30) days after February 1. No interest or penalty will be charged to the County for any late payment received from the County; provided, however, the penalty and interest received by the County on any delinquent taxes from the County Tax Increment Participation shall be paid to the Tax Increment Fund less any collection fees and expenses. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded to the tax payer pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund.

C. Expansion of the Zone

The obligation of the County to participate in the Zone is limited to the area described in the Zone as of the Effective Date of this Agreement, as set out in the attached Exhibit "1". The County's participation does not extend to the tax increment on any expansion of the boundaries of the Zone or on any other project(s) added to the Zone unless the County specifically agrees in writing to participate in the additional area or in the additional project(s).

D. Board of Directors

Notwithstanding anything to the contrary in the City's ordinance creating the Zone, pursuant to the provisions of Sections 311.009(a), Texas Tax Code, the County shall have the unequivocal right to appoint and, thereafter, at all times, maintain two (2) members on the five-member Board of Directors of the Zone. The size of the Board of Directors of the Zone as specified in the City's ordinance creating the five-member Board in accordance with this Agreement shall not be changed or increased unless the County specifically agrees to the change. The Parties agree that the County's right to appoint **forty percent (40%)** of the members of the board of directors shall be preserved if the board is enlarged. Failure of the County to appoint persons to the Board of Directors of the Zone by February 1, 2018 shall not be deemed a waiver of the County's right to make an appointment at a later date. The County shall receive advance written notice of all meetings of the Board and copies of all actions by the Board.

E. Contribution of Right-of-Way and Drainage

In addition to its Tax Increment Participation, the County has agreed to contribute and convey, pursuant to the terms and conditions of an interlocal agreement between City and County, a right-of-way and a drainage tract, both being described by metes and bounds and further depicted

in the sketch attached hereto as Exhibit “2”, which is incorporated herein by reference for all purposes.

IV. OBLIGATIONS OF THE CITY AND THE ZONE

A. Amendment of Ordinance

The Ordinance creating the Zone designates the boundaries, the eligible real properties for the calculation of tax increment for the Zone and the specific participation level of the City. All amendments to the Ordinance shall be approved by a majority of the members of the Board of Directors of the Zone and a majority of the members of the Williamson County Commissioners Court prior to approval by the City Council. If the City Council approves an amendment to the Ordinance different from the amendment approved by the Williamson County Commissioners Court, the County shall suspend payment into the Tax Increment Fund as described in Section III until the amendment is approved by the Williamson County Commissioners Court.

B. Zone Project Plan and Zone Finance Plan

The County Commissioners Court may review and comment upon any proposed amendment to the Zone Project Plan and Zone Finance Plan prior to its approval by the City Council. The City agrees to provide the County with any proposed amendments to the Zone Project Plan and Zone Finance Plan at least **fourteen (14) days** prior to their submission to the City Council for approval. No amendment to the Zone Project Plan and/or Zone Finance Plan shall be effective until it is approved by the Commissioners Court of the County, while the County is a participant in the TIRZ.

C. Disposition of Tax Increments

Upon termination of the Zone, and after all obligations and bonded indebtedness of the Zone have been paid, the City and the Zone shall pay to the County, within **sixty (60) days** of said termination, all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation paid by the County into the Tax Increment Fund.

Furthermore, if the projects to be undertaken pursuant to the Zone Project Plan are not undertaken, are discontinued, or are terminated, all monies remaining in the Tax Increment Fund after satisfaction of lawful claims, shall be paid to the participating taxing entities in proportion to their respective share of the total amount of tax increments derived from taxable real property in the Zone that were deposited in the Tax Increment Fund during the Funds existence. In no event shall payment of monies to the participating taxing units exceed **ninety (90) days** from the date of termination and settlement of all claims.

D. Audits

In the event the City creates a redevelopment authority or other special district in connection with the Zone, the City shall provide to the County a copy of each of the audits required by the agreement between the City, the Zone and any such redevelopment authority or special district within **thirty (30) days** of receipt of each audit.

On or before the **one-hundred fiftieth (150th)** day following the end of the fiscal year of the City, the governing body of the City of Hutto shall submit to the Williamson County Judge, other participating taxing jurisdictions and the State of Texas Comptroller, a report of the status of the Zone. The contents of the report must contain all information required under section 311.016 of the Texas Tax Code.

E. Deposit of Penalties Received by City

As an inducement to have the County participate in this Agreement, the City agrees that any penalty and interest received by the City on any delinquent taxes attributable to the City's tax increment participation in the Zone shall be paid to the Tax Increment Fund less any collection fees and expenses.

F. Transfer of Real Property

The parties understand and agree the County's approval of this Agreement was conditioned and based upon the prior approval by City and County of an interlocal agreement providing for the exchange of certain City and County land with payment by City to County of certain funds and upon the City's prior approval and execution of a development agreement between the developer of the Co-Op Property and the City.

V. LIMITATIONS ON TAX INCREMENT DEPOSITS AND USE OF FUNDS

This Agreement is based on the following conditions, and the City agrees and acknowledges the County's right to enforce the conditions contained herein by injunction or any other lawful means in the event one or more of such conditions are not satisfied, to wit:

a. The tax increment deposited into the Tax Increment Fund by the County shall be used to pay County TIF Funded Projects costs as set forth and identified in the Zone Project Plan and Zone Finance Plan, and shall not include any other any other projects or costs for administration, overhead, or management of the Zone, or costs for municipal or educational facilities. In no event may the Zone Project Plan and/or Zone Finance Plan be amended unless otherwise approved by the Williamson County Commissioners Court as an amendment to this Agreement.

b. As defined, the Zone shall include real properties located within the boundaries as described in Ordinance No. 0-18-01-04-12A. If the Zone is expanded, the tax increment deposited into the Tax Increment Fund by the County may not be used for any infrastructure improvements, other public improvements or other project costs in any portion of the expanded area of the Zone unless approved by the Williamson County Commissioners Court as an amendment to this Agreement.

VI. TERM AND TERMINATION

A. Agreement Term

This Agreement becomes effective as of the date first above written upon the final signature hereto. The term of the Agreement shall commence on the Effective Date and continue thereafter (1.) for a maximum term of **twenty (20) years from the Effective Date;** or (2.) until the County Tax Increment Participation contribution to the TIF Fund reaches **\$5,500,000.00**; or (3.) upon a condition set out herein, or (4.) at such other date as the Zone may be terminated by operation of law, **whichever event occurs earlier**. Nothing in this Agreement limits the authority of the Williamson County Commissioners Court to extend the term of the Agreement. Upon termination of the Agreement, the obligation of the County to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City, the Zone or any related redevelopment authority shall survive such termination.

VII. GENERAL AND MISCELLANEOUS

A. County's Right to Audit

The Parties agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after the termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the

City or the Hutto Reinvestment Zone Number One which are directly pertinent to the Zone, Zone Project Plan and Zone Financing Plan for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that County shall have access during normal working hours to all necessary City and/or the Hutto Reinvestment Zone Number One facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give City and/or the Hutto Reinvestment Zone Number One reasonable advance notice of intended audits.

B. Recitals

The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by all Parties.

C. Prior Written Agreements

This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify amend ratify, confirm or renew any such other prior contract or agreement between the Parties.

D. Entire Agreement

This Agreement merges the prior negotiations and understanding of the Parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Other Services

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

F. No Waiver of Immunity

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No Party hereto relinquishes, waives, modifies, or alters to any extent whatsoever any immunity or defense under the laws of the State of Texas and of the United States on behalf of itself, its trustees, officers, employees, and agents as a result of this execution of the Agreement and performance of the covenants contained herein.

G. Amendments and Modifications

Unless otherwise specified herein, this Agreement may not be amended or modified except in writing executed by each of the Parties.

H. Severability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Provided, however, in the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's or any other party's contributions or participation, then neither the County nor any other party shall have any liability for any incremental or other payments as many otherwise be provided for this Agreement.

I. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the **third (3rd) day** following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, returned receipt requested) addressed to the respective other Party at the address set out below or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.

The initial addresses of the Parties, which any Party may change by giving written notice of its changed address to the other parties, are as follows:

City of Hutto
Attn: City Manager
401 W. Front Street
Austin, Texas 78634

Zone
Board of Directors for
Hutto Reinvestment
Zone Number One
401 W. Front Street
Hutto, Texas 78634

Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

J. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligations hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

K. Assignment

No Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties. No Party shall delegate any portion of its performance under this Agreement without the written consent of the other Parties.

L. Successors

This Agreement shall bind and benefit the Parties. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, the Zone or the County.

M. Gender, Number and Headings

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

N. Execution in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the City, the County and the Zone have made and have executed this Agreement in multiple copies, each of which is an original.

WILLIAMSON COUNTY

By: _____
DAN A. GATTIS
COUNTY JUDGE

Date: _____

CITY OF HUTTO (

By: _____

ODIS JONES
CITY MANAGER

11/11/18

Date _____

Attest

HUTTO REINVESTMENT ZONE
NUMBER ONE, CITY OF HUTTO, TEXAS

By: _____

Printed Name: _____

Title: CHAIRMAN, BOARD OF DIRECTORS

Attest

Date

Exhibit "1"

ORDINANCE NO. O-18-01-04-12A

AN ORDINANCE TO CREATE REINVESTMENT ZONE NUMBER ONE, CITY OF HUTTO, TEXAS FOR THE PURPOSE OF PROMOTING REDEVELOPMENT WITHIN THE CORPORATE LIMITS OF THE CITY OF HUTTO

WHEREAS, the City Council (the "Council") of the City of Hutto (the "City") located in Williamson County, Texas (the "County" or "Williamson County") has determined, pursuant to Chapter 311 of the Texas Tax Code (the "Code" or the "Tax Increment Financing Act") that the contiguous area lying within the corporate limits of the City, as described in Exhibit A attached hereto (the "Zone"), is predominantly open and underdeveloped and substantially arrests or impairs the sound growth of the City, requiring creation of a reinvestment zone (a "Reinvestment Zone") to promote redevelopment within the corporate limits of the City;

WHEREAS, Chapter 311 of the Code provides for the creation of reinvestment zones to promote development or redevelopment of a contiguous or noncontiguous geographic area that is in the corporate limits of a municipality, in the extra-territorial jurisdiction of a municipality, or in both, if the governing body of the city determines that development or development would not occur solely through private investment in the reasonably foreseeable future;

WHEREAS, Chapter 311 of the Code permits the Council to establish a tax increment fund to be used to pay project costs for a Reinvestment Zone with no financial risk to the City;

WHEREAS, it is the general policy of the City to encourage new development and redevelopment that might benefit its residents without obligating City funds to development infrastructure;

WHEREAS, the Council anticipates the Commissioners Court (the "Court") for Williamson County will take action by order of the Court to participate in the Zone described herein; and

WHEREAS, the Council has determined that it is in the best interest of the City and its residents to create a Reinvestment Zone.

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

1. Findings:

The City finds and determines that:

- a. Improvements in the Zone will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

- b. The area contained within the Zone meets the requirements of Section 311.005(a)(2) of the Tax Increment Financing Act.
 - c. Prior to the adoption of this Ordinance (this “Ordinance”), the City has complied with the requirements of Section 311.003 of the Tax Increment Financing Act, including preparing a preliminary reinvestment zone financing plan, holding a public hearing, and publishing notice of the public hearing not later than the seventh day before the date of the hearing in a newspaper having general circulation in the City.
2. Creation of the Reinvestment Zone: Pursuant to Section 311.005(a)(2) of the Tax Increment Financing Act, the City designates as “Reinvestment Zone Number One, City of Hutto, Texas,” a contiguous area lying within the corporate limits of the City, as described on Exhibit A attached hereto.
3. Effective Date and Termination of the Zone: The Zone shall take effect immediately upon the passage of this Ordinance. The Zone shall terminate on the earlier of:
- a. The date the Board certifies to the City that all project costs and all tax-increment bonds or notes issued for the Zone have been paid and any money remaining in the tax-increment fund has been paid to the City and other taxing units levying taxes on property in the Zone; or
 - b. The date that there is a unanimous determination by all members of the Board that all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full.
4. Board of Directors: Pursuant to Sections 311.004(a)(2) and 311.009 of the Tax Increment Financing Act, the Zone shall be governed by a board of directors (the “Board”) as described below.
- a. Number, Term, and Appointment: The Board of the Zone shall consist of five (5) members. The directors shall serve two (2) year terms. Each taxing unit other than the City and the County that levies taxes on real property in the Zone may appoint one member of the Board if the taxing unit has approved payment of all or part of the tax increment produced by the unit into the tax increment fund for the Zone. Such a taxing unit may waive its right to appoint a member of the Board. The City requests that Williamson County designate two individuals to be members of the Board and the City agrees to appoint the individuals designated by the County as members of the Board. The remaining three (3) members of the Board shall be appointed by Council. Appointment of the Board shall be by separate action of the Council. The five (5) Board member positions shall be designated as City of Hutto positions 1, 2 and 3 and Williamson County positions 4 and 5.

- b. Qualifications: To be eligible for appointment to the Board, an individual must be at least 18 years of age and be a resident of Williamson County or a county adjacent to Williamson County.
- c. Vacancies: A vacancy on the Board occurring for any reason shall be filled for the unexpired term by appointment of the governing body of the taxing unit that appointed the director who served in the vacant position.
- d. Chairperson of the Board; Officers: Each year, the Council shall appoint one member of the Board to serve as chairperson for a term of one (1) year that begins on January 1 of the following year, and the County shall appoint one member of the Board to serve as a vice-chairperson to preside in the absence of the chairperson or when there is a vacancy in the office of chairperson. The Board may elect other officers as it considers appropriate.
- e. Powers:
 - i. The Board shall make recommendations to the Council concerning the administration of the Zone pursuant to the Tax Increment Financing Act. The Council, by ordinance or resolution, may authorize the Board to exercise any of the City's powers with respect to the administration, management, or operation of the Zone or the implementation of the project plan for the Zone, except that the Council may not authorize the Board to:
 - 1. issue bonds;
 - 2. impose taxes or fees;
 - 3. exercise the power of eminent domain; or
 - 4. give final approval to the project plan for the Zone.
 - ii. The Board, the County and the Council may each enter into agreements as the Board or the Council considers necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes. An agreement may provide for the regulation or restriction of the use of land by imposing conditions, restrictions, or covenants that run with the land. An agreement may, during the term of the agreement, dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay any project costs that benefit the Zone, including project costs relating to the cost of buildings, schools, or other educational facilities owned by or on behalf of a school district, community college district, or other political subdivision of this state, railroad or transit facilities, affordable housing, remediation of conditions that contaminate public or private land or buildings, the preservation of the façade of a private or public building, the demolition of public or private buildings, or the construction of a road, sidewalk, or other public infrastructure. An

agreement may dedicate revenue from the tax increment fund to pay the costs of providing affordable housing or areas of public assembly in or out of the Zone.

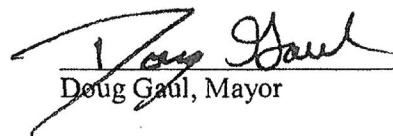
- iii. The Board may exercise any power granted to the Council by Section 311.008 of the Tax Increment Financing Act, except that:
 - 1. the City, by ordinance, resolution, or order, may restrict any power granted to the Board by this chapter; and
 - 2. the Board may exercise a power granted to the City under Section 311.008(b)(2) only with the consent of the Council.
- iv. The Board may exercise any power granted to a board under Chapter 311 of the Tax Increment Financing Act.
- v. The Board and the Council may enter into a contract with a local government corporation or a political subdivision to manage the Zone or implement the project plan and reinvestment zone financing plan for the term of the agreement.
- vi. Subject to the approval of the Council and the County, the Board, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the tax increment fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the tax increment fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone. For these purposes, on approval of the City, the Board has all the powers of a municipality under Chapter 380, Local Government Code.
- vii. The Board or a local government corporation administering a reinvestment zone may contract with the City to allocate from the tax increment fund for the Zone an amount equal to the tax increment produced by the City and paid into the tax increment fund for the Zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the Zone or the development or redevelopment of the land in the Zone, regardless of whether the costs of those services are identified in the project plan or reinvestment zone financing plan for the Zone.

- viii. The Board shall keep the City and County informed of its actions and financial matters concerning the Zone.
 - f. Meetings: Meetings of the Board may be called at any time by the chairperson of the Board. Notice of any meeting may be given in writing or orally by such means as may be most convenient, but not later than three (3) days before the day of the meeting.
 - g. Quorum: A majority of the number of directors duly appointed and serving will constitute a quorum at a Board meeting.
5. Tax Increment Fund: Pursuant to Section 311.014 of the Tax Increment Financing Act, a tax increment fund for the Zone shall be created and managed by the City as follows:
- a. In addition to the deposits required by Section 311.013 of the Tax Increment Financing Act, all revenues from the sale of tax increment bonds or notes, revenues from the sale of any property acquired as part of the tax increment financing plan, and other revenues to be used in the Zone shall be deposited in the tax increment fund ("Fund") for the Zone.
 - b. Money may be disbursed from the Fund only to satisfy claims of holders of tax increment bonds or notes issued for the Zone, to pay project costs for the Zone, to make payments pursuant to an agreement made under Section 311.010(b) of the Tax Increment Financing Act dedicating revenue from the tax increment fund, or to repay other obligations incurred for the Zone.
 - c. Subject to an agreement with the holders of tax increment bonds or notes, money in the Fund may be temporarily invested in the same manner as other funds of the City.
 - d. After all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid, and subject to any agreement with bondholders, any money remaining in the Fund shall be paid to the City, the County and other taxing units levying taxes on property in the Zone in proportion to the City's, the County's and each other unit's respective share of the total amount of tax increments derived from taxable real property in the Zone that were deposited in the Fund during the Fund's existence.
 - e. A taxing unit that levies taxes on real property in the Zone may make a loan to the Board for deposit in the Fund for the Zone if the governing body for the taxing unit determines that the loan is beneficial to, and serves a public purpose of, the taxing unit. The loan is payable on the terms agreed to by the taxing unit, or an instrumentality of the taxing unit if applicable, and the Board. Such a loan:

- i. is not considered to be a tax increment bond or note under Section 311.015 of the Tax Increment Financing Act; and
 - ii. is considered to be:
 - 1. an authorized investment under Chapter 2256, Government Code; and
 - 2. an obligation incurred for the Zone.
6. Repeal: All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.
8. Effective: This Ordinance shall be published **January 10, 2018** and **January 14, 2018** and become effective in accordance with the laws of the State of Texas on the **14th day of January, 2018**.

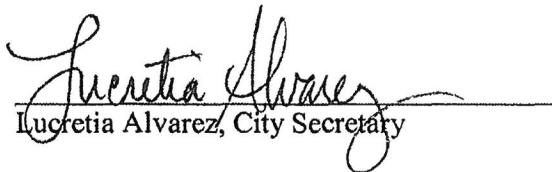
READ, CONSIDERED, PASSED, AND APPROVED ON FIRST READING by the City Council of the City of Hutto at a regular meeting on the 21st day of December, 2017, at which a quorum was present and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.

READ, CONSIDERED, PASSED, APPROVED and ADOPTED ON SECOND and FINAL READING by the City Council of the City of Hutto at a regular meeting on the 4th day of January, 2018, at which a quorum was present and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.



Doug Gaul, Mayor

ATTEST:



Lucretia Alvarez, City Secretary

EXHIBIT "A "

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 40.4913 ACRES (1,763,802 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 2.814 ACRES TRACT CONVEYED TO W L D PETERSON INVESTMENTS-HUTTO, LLC IN DOCUMENT NO. 20150148567 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 8.62 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2008077696 (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOT 23 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T), AND BEING A PORTION OF LIVE OAK STREET (RIGHT-OF-WAY VARIES), AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, OF SAID HUTTO SQUARE COMMERCIAL LOTS, AND BEING ALL OF A CALLED 11.157 ACRE TRACT (DESCRIBED AS TRACT I, SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T)), AND BEING A PORTION OF PECAN STREET (50' RIGHT-OF-WAY), AND BEING ALL OF A CALLED 1.256 ACRE TRACT (DESCRIBED AS TRACT II), SAID TRACT II BEING ALL OF LOTS 7 THROUGH 12, BLOCK 8, I. & G. N. RAILROAD ADDITION, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 251 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND BEING ALL OF A 1.364 ACRE TRACT (DESCRIBED AS TRACT III) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.691 ACRE TRACT (DESCRIBED AS TRACT IV) SAID TRACT IV BEING ALL OF LOTS 1-4 AND A PORTION OF LOT 5, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, SAVE AND EXCEPT THE PORTION OF SAID LOTS 4 AND 5 CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2003044735 (O.P.R.W.C.T), SAID TRACTS I-IV CONVEYED TO THE CITY OF HUTTO, TEXAS, IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T), AND BEING A PORTION OF SHORT STREET (50' RIGHT-OF-WAY), AND BEING A PORTION OF U.S. HIGHWAY 79 (RIGHT-OF-WAY VARIES), AND BEING ALL OF A 0.02 ACRE TRACT (DESCRIBED AS TRACT 2) AND A CALLED 0.01 ACRE TRACT (DESCRIBED AS TRACT 4) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T), SAID TRACTS 2 AND 4 BEING A PORTION OF AN ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N.



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wards.com
www.4wards.com

RAILROAD ADDITION (SAID TRACTS 2 AND 4 INCORRECTLY REFERENCED IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T) THE ALLEY TO BE 20' WIDE), AND BEING A PORTION OF THE ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, AND BEING ALL OF A CALLED 1.442 ACRE TRACT (DESCRIBED AS TRACT II) AND A CALLED 2.919 ACRE TRACT (DESCRIBED AS TRACT III) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2004003059 (O.P.R.W.C.T), AND BEING ALL OF TRACTS NO. 1-4 CONVEYED TO HUTTO VOLUNTEER FIRE DEPARTMENT IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.093 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2016079125 (O.P.R.W.C.T), SAID 0.093 ACRE TRACT BEING A PORTION OF LOT 1, LOT 7 AND AN ALLEY (21' RIGHT-OF-WAY, VACATED PER DOCUMENT NO. 2015052472 (O.P.R.W.C.T)) IN BLOCK 9 OF SAID I. & G. N. RAILROAD ADDITION, AND BEING ALL OF A TRACT DESCRIBED AS A PORTION OF LOTS 5 & 6, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 1997029237 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.03 ACRE TRACT CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2003044735 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.03 ACRE TRACT CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2000009118 (O.P.R.W.C.T), SAID 0.03 ACRE TRACT BEING A PORTION OF AN ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION (SAID DOCUMENT NO. 2000009118 (O.P.R.W.C.T) INCORRECTLY REFERENCES THE ALLEY TO BE 20' WIDE), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T), AND BEING ALL OF LOT 14 OF THE HUTTO EXCHANGE, RECORDED IN CABINET G, SLIDES 185-186 (P.R.W.C.T.), SAID 40.4913 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod with illegible cap found in the east right-of-way of Exchange Boulevard (right-of-way varies), being the northwest corner of said W L D Peterson Investments tract, and being the southwest corner of Block "A" Hutto Square Section 1, a subdivision recorded in Cabinet W, Slide 263-267 (P.R.W.C.T.), and being the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, with the south line of Block A of said Hutto Square Section 1, and with the north line of said W L D Investments tract, and with the north line of Lot 23, Block A, of said Hutto Square Commercial Lots, and in part with the north lines of said City of Hutto 8.62 acre and 11.157 acre tract, **S83°12'42"E**, a distance of **1,185.52** feet to a 1/2-inch iron rod with illegible cap found for the northeast corner hereof, said point being in the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts;

THENCE, with the east lines of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, **S07°51'48"W**, a distance of **43.14** feet to a calculated point for an angle point hereof,

being the southwest corner of said Block 13, I & GN Railroad Addition, said point being in the north right-of-way line of said W. Live Oak Street (right-of-way varies);

THENCE, with the north right-of-way line of said W. Live Oak Street and the south line of said Block 13, I & GN Railroad Addition, **N77°15'31"E**, a distance of **265.09** feet to a calculated point for the northeast corner hereof, being the southeast corner of said Block 13, I & GN Railroad Addition, and being in the west right-of-way line of West Street (80' right-of-way);

THENCE, in part over and across said W. Live Oak Street, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, in part over and across said Pecan Street, with the east line of said Hutto Volunteer Fire Department tract, the east line of said 0.03 acre vacated 20' Alley, the east line of said portion of Lots 5 and 6, Block 8 Railroad Addition being the east line of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), **S12°33'09"E**, a distance of **566.05** feet to a calculated point for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.);

THENCE, leaving the west right-of-way line of said West Street and the east line of Lot 6, Block 8 of said I. & G. N. Railroad Addition, with the south line of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), **S77°14'55"W**, a distance of **79.26** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the southwest corner of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), and being the northwest corner of a said Cast tract, and being the southeast corner of said 0.03 acre Copeland tract, and being a northeast corner of the remainder of said 0.691 acre City of Hutto tract;

THENCE, with the common line of said Cast tract and 0.691 acre City of Hutto tract, **S14°18'53"E**, a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being in the south line of Lot 5, Block 8 of said I. & G. N. Railroad Addition, and being the southwest corner of said Cast tract, and being the southeast corner of said 0.691 acre City of Hutto tract;

THENCE, with the north right-of-way line of said Farley Street, and with the south line of Block 8 of said I. & G. N. Railroad Addition and said 0.691 acre City of Hutto tract, **S77°03'02"W**, a distance of **192.83** feet to a calculated point for an interior ell-corner hereof, said point being at the intersection of the north right-of-way line of said Farley Street with the east right-of-way line of said Short Street (50' right-of-way);

THENCE, with the east right-of-way line of said Short Street, in part over and across said U. S. Highway 79, **S12°42'36"E**, a distance of **434.49** feet to a calculated point for the southeast corner hereof, being in the south right-of-way line of said U.S. Highway 79 (right-of-way varies), and being the southeast corner of said 1.364 acre City of Hutto tract;

THENCE, with the south right-of-way line of said US Highway 79, the following four (4) courses and distances:

- 1) **87.79** Feet along the arc of a curve to the left, having a radius of **2,824.79** feet, and a chord which bears **S72°55'16"W**, a distance of **87.78** feet to a calculated point for a point of tangency hereof,
- 2) **S72°19'10"W**, a distance of **324.82** feet to a calculated point for a point of curvature hereof,

- 3) **253.45** Feet along the arc of a curve to the right, having a radius of **2,904.42** feet, and a chord which bears **S74°47'49"W**, a distance of **253.37** feet to a calculated point for a point of tangency hereof, and
- 4) **S77°20'10"W**, a distance of **278.92** feet to a calculated point for the southwest corner hereof;

THENCE, leaving the south right-of-way line of said U.S. Highway 79, in part over and across said U. S. Highway 79, and in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west lines of said 1.442 acre, said 2.919 acre and said 11.157 acre City of Hutto tracts, **N07°31'47"E**, a distance of **407.06** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being in the west line of said 11.157 acre City of Hutto tract, and being at the northeast corner of said Lot 25A, and being a southeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the common line of said Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract, **N86°13'57"W**, a distance of **307.47** feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, said point being in the east line of Lot 14 of the Hutto Exchange, recorded in Cabinet G, Slides 185-186 (P.R.W.C.T.), and being the common west corner of Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the east and south lines of said Lot 14, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard (right-of-way varies), the following three (3) courses and distances:

- 1) **S07°20'38"W**, a distance of **37.49** feet to a calculated point for an exterior ell-corner hereof,
- 2) **N79°31'52"W**, a distance of **188.64** feet to a calculated point for an angle point hereof, and
- 3) **N67°36'52"W**, a distance of **211.01** feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being the southwest corner of said Lot 14;

THENCE, with the east right-of-way line of said Exchange Boulevard and the west line of said Lot 14, the following four (4) courses and distances:

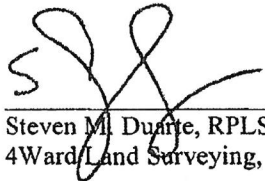
- 1) **15.69** Feet along the arc of a curve to the left, having a radius of **680.00** feet, and a chord which bears **N07°41'36"W**, a distance of **15.69** feet to a calculated point for a point of reverse curvature hereof,
- 2) **193.73** Feet along the arc of a curve to the right, having a radius of **370.00** feet, and a chord which bears **N06°38'44"E**, a distance of **191.52** feet to a mag nail in asphalt found for a point of reverse curvature hereof,
- 3) **96.13** Feet along the arc of a curve to the left, having a radius of **430.00** feet, and a chord which bears **N15°13'50"E**, a distance of **95.93** feet to a chiseled "X" found in concrete for a point of non-tangency hereof, and
- 4) **S83°05'40"E**, a distance of **5.40** feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of said Lot 14, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, and in part the west line of said W L D Peterson Investments tract, the following six (6) courses and distances:

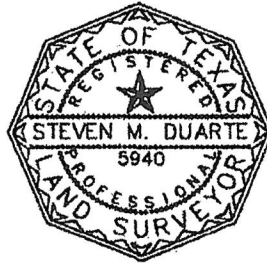
- 1) 25.84 Feet along the arc of a curve to the left, having a radius of 435.00 feet, and a chord which bears N07°40'10"E, a distance of 25.83 feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
- 2) N05°38'31"E, a distance of 151.41 feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
- 3) 134.63 Feet along the arc of a curve to the right, having a radius of 1,965.00 feet, and a chord which bears N07°27'50"E, a distance of 134.61 feet to a 1/2-inch iron rod found at a point of tangency hereof, and
- 4) N09°32'57"E, a distance of 285.44 feet to a 1/2-inch iron rod with illegible cap found in the east line of said W L D Petersen tract;
- 5) 67.91 Feet along the arc of a curve to the left, having a radius of 2,035.00 feet, and a chord which bears N08°13'05"E, a distance of 67.91 feet to a calculated point for a point of tangency hereof,
- 6) N07°15'38"E, a distance of 28.90 feet to the **POINT OF BEGINNING** and containing 40.4913 Acres (1,763,802 Square Feet) of land, more or less.

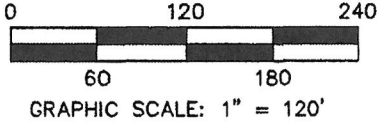
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_rev2.dwg).



 1/4/2018
 Steven M. Duarte, RPLS #5940
 4Ward Land Surveying, LLC





BLOCK "A"
 HUTTO SQUARE SECTION 1
 CAB. W, SLDS. 263-267, P.R.W.C.T.

- W. METCALFE STREET -
(50' R.O.W.)

EXCHANGE BOULEVARD
(R.O.W. VARIES)

LOT 23 LOT 22 LOT 21 LOT 20 LOT 19 LOT 18 LOT 17 LOT 16 LOT 15 LOT 14 LOT 13 LOT 12 (D.E.) LOT 11 LOT 10 LOT 9

<S81°46'28"E 1,185.20'>
 | S83°12'42"E 1,185.52'
S83°12'42"E 1,185.52'
 422.93' (422.59') 256.78' (256.71')

P.O.B.
 GRID N: 10,173,191.51
 GRID E: 3,171,206.17

(N07°00'03"E 151.45)
 (((N07°00'03"E 151.45)))
 N05°38'31"E 151.41'

[D]

LOT 24

BLOCK A
 HUTTO SQUARE
 COMMERCIAL LOTS
 CAB. Z. SLD. 281-282
 P.R.W.C.T.

[G]

ZONING EXHIBIT
40.4913 ACRE(S)
1,763,802 SQUARE FEET

MATCHLINE "B"

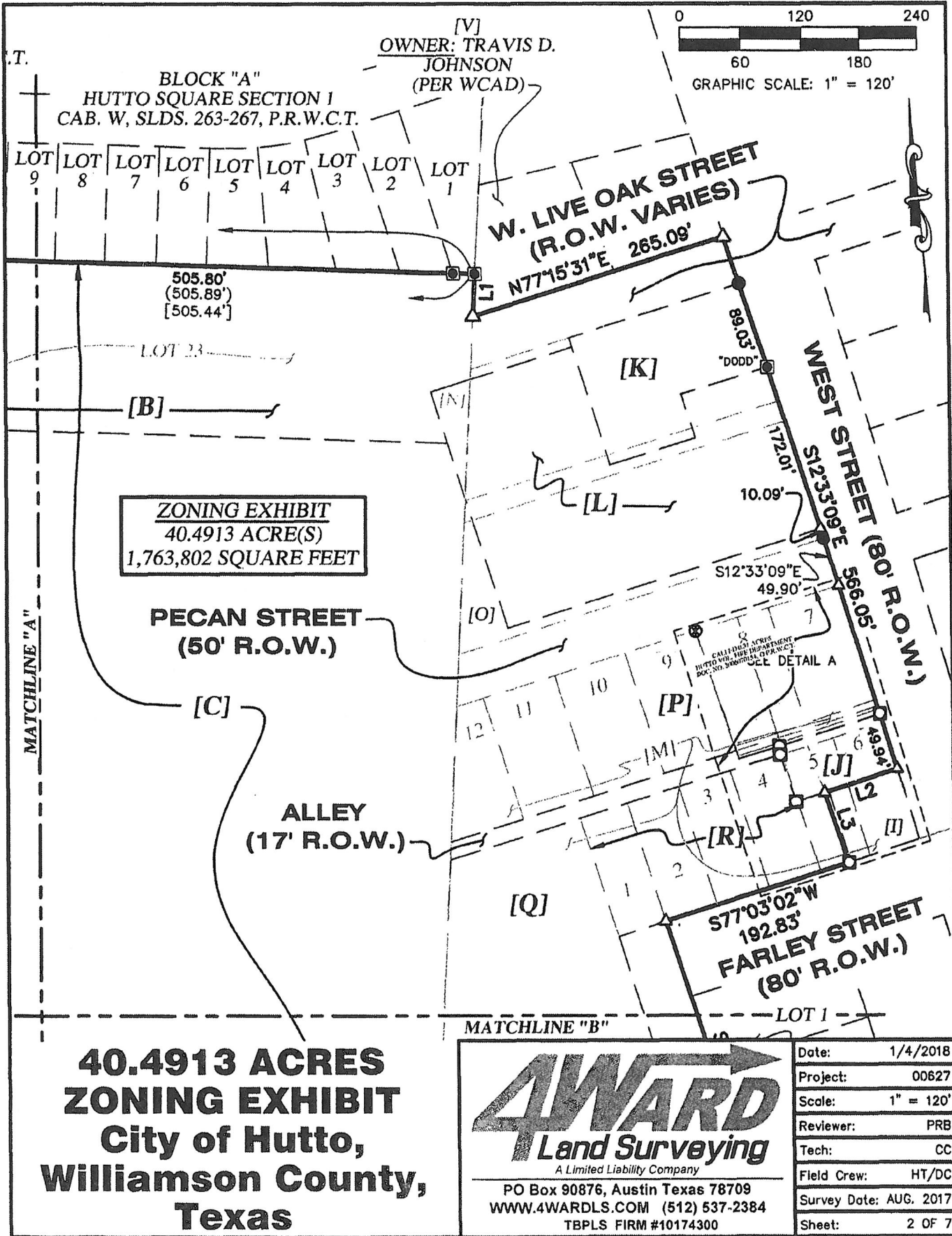
MATCHLINE "A"

40.4913 ACRES
ZONING EXHIBIT
City of Hutto,
Williamson County,
Texas



PO Box 90876, Austin Texas 78709
 WWW.4WARDLS.COM (512) 537-2384
 TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 7

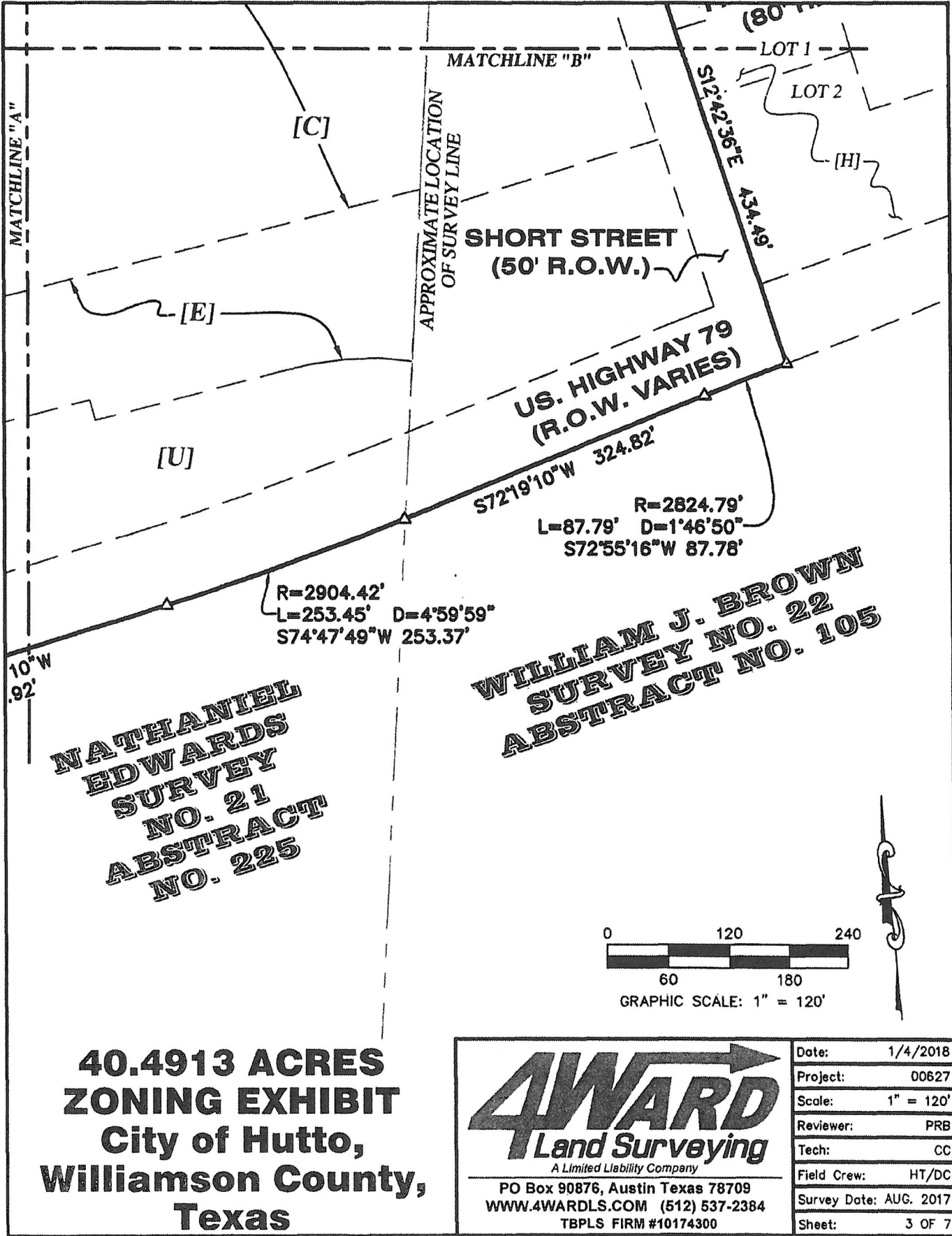


**40.4913 ACRES
 ZONING EXHIBIT
 City of Hutto,
 Williamson County,
 Texas**

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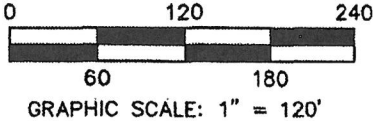
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Date:	1/4/2018
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Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 7



**NATHANIEL
EDWARDS
SURVEY
NO. 21
ABSTRACT
NO. 225**

**WILLIAM J. BROWN
SURVEY NO. 22
ABSTRACT NO. 105**

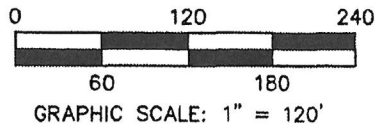
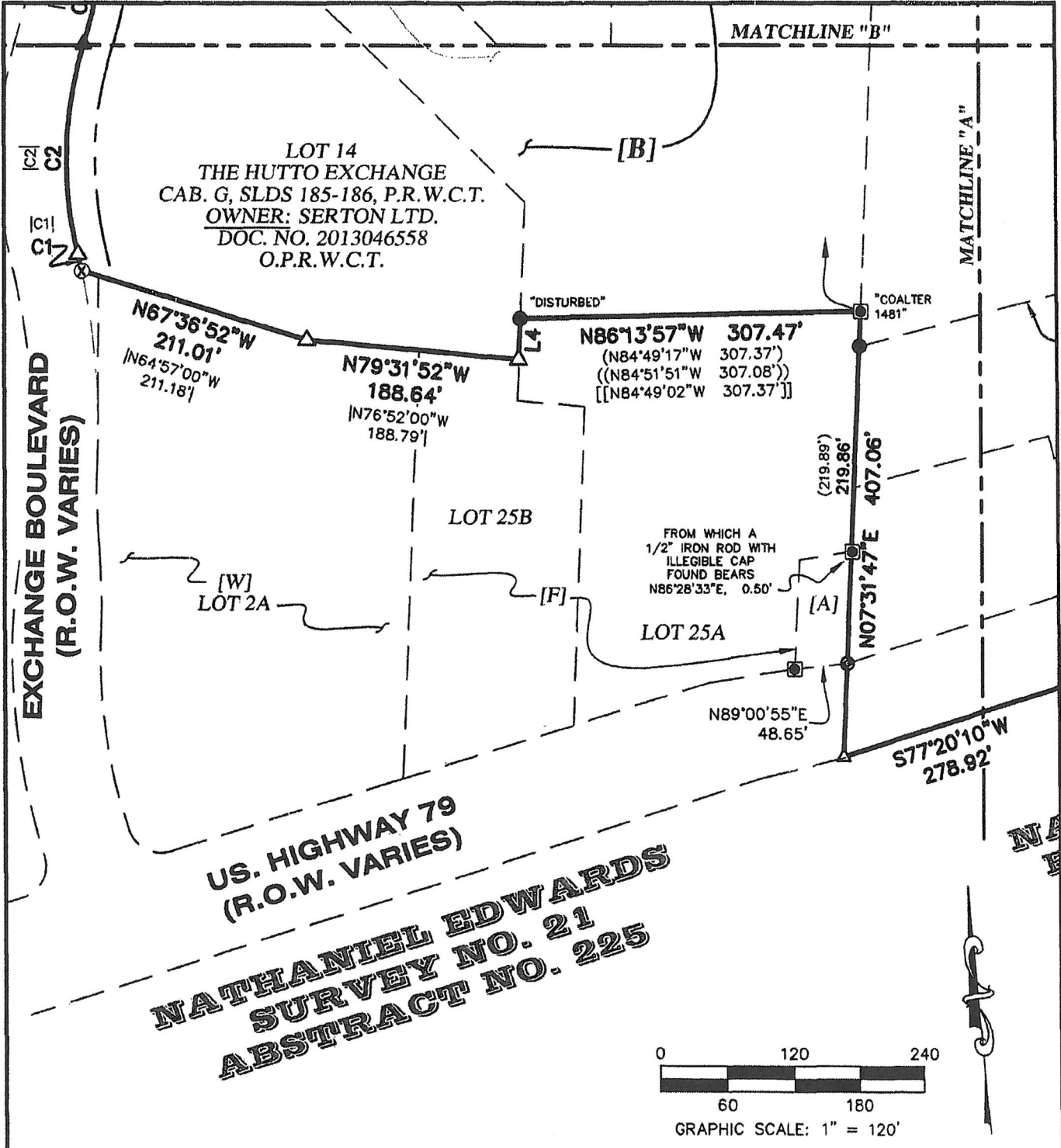


**40.4913 ACRES
ZONING EXHIBIT
City of Hutto,
Williamson County,
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Sheet:	3 OF 7

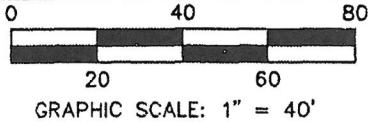


40.4913 ACRES
ZONING EXHIBIT
City of Hutto,
Williamson County,
Texas

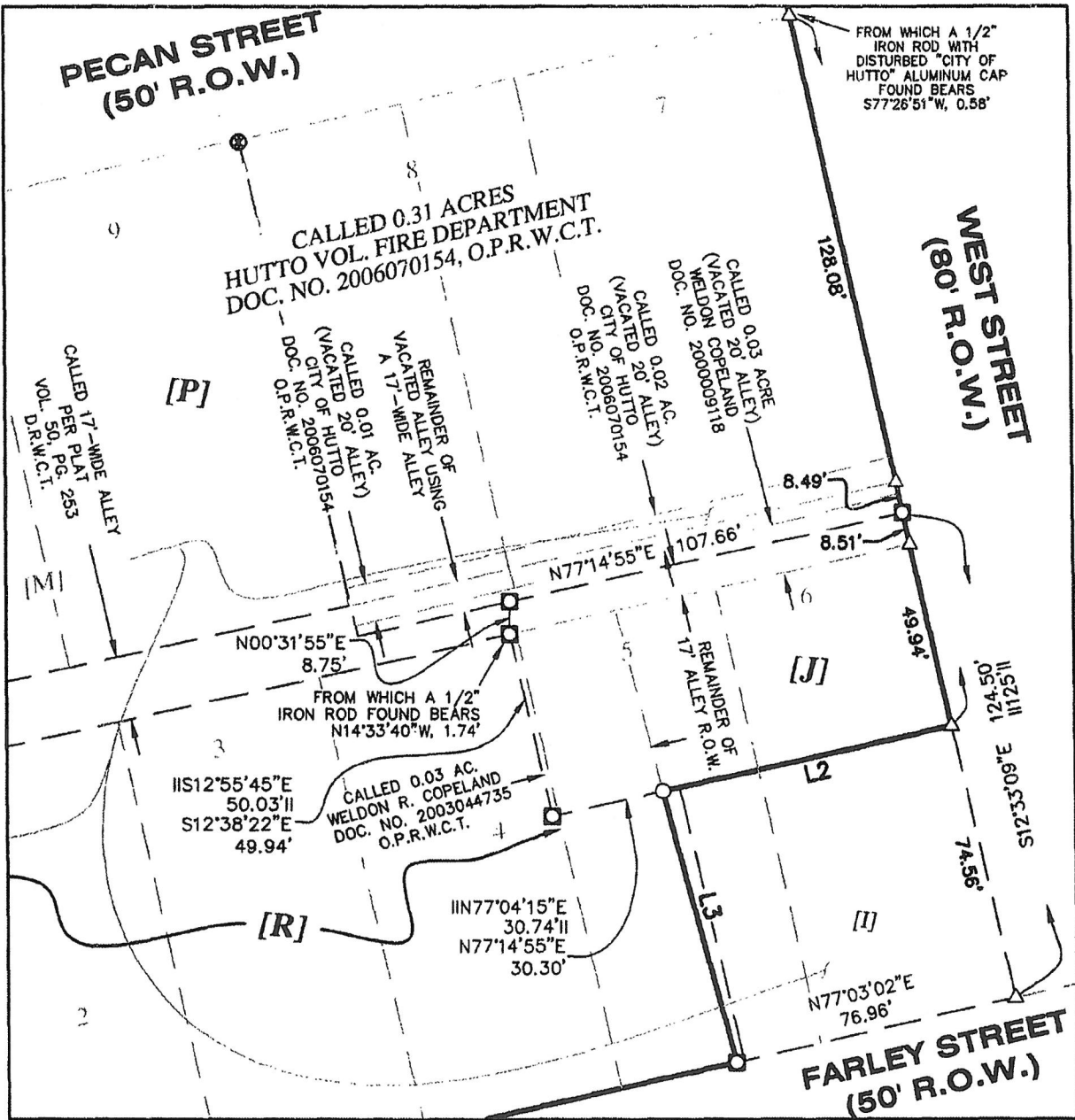
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Date:	1/4/2018
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Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	4 OF 7



DETAIL A
SCALE: 1" = 40'



**40.4913 ACRES
ZONING EXHIBIT
City of Hutto,
Williamson County,
Texas**



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 40'
Reviewer:	SMD
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	5 OF 7

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S07°51'48"W	43.14'
L2	S77°14'55"W	79.26'
L3	S14°18'53"E	74.85'
L4	S07°20'38"W	37.49'
L5	S83°05'40"E	5.40'
L6	N07°15'38"E	28.90'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
{{L6}}	N09°00'52"E	28.95'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	15.69'	680.00'	1°19'19"	N07°41'36"W	15.69'
C2	193.73'	370.00'	29°59'57"	N06°38'44"E	191.52'
C3	96.13'	430.00'	12°48'33"	N15°13'50"E	95.93'
C4	25.84'	435.00'	3°24'12"	N07°40'10"E	25.83'
C5	134.63'	1,965.00'	3°55'33"	N07°27'50"E	134.61'
C6	67.91'	2,035.00'	1°54'43"	N08°13'05"E	67.91'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	15.69'	680.00'	1°19'19"	N04°50'20"W	15.69'
C2	193.74'	370.00'	30°00'02"	N09°30'00"E	191.53'
C3	95.84'	430.00'	12°46'12"	N18°06'54"E	95.64'
(C4)	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
((C4))	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
(C5)	134.74'	1,965.00'	3°55'44"	N08°57'55"E	134.72'



1/4/2018

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83. ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS.

**40.4913 ACRES
ZONING EXHIBIT
City of Hutto,
Williamson County,
Texas**

4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	6 OF 7

[A] CALLED 0.11 ACRE
OWNER: ATMOS ENERGY
(PER WCAD)
VOL. 238, PG. 172,
D.R.W.C.T.

[B] CALLED 8.62 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2008077696
O.P.R.W.C.T.

[C] CALLED 11.157 ACRES
(TRACT 1)
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[D] CALLED 2.814 ACRES
OWNER: W L D PETERSEN
INVESTMENTS-HUTTO, LLC
DOC. NO. 2015048567
O.P.R.W.C.T.

[E] CALLED 2.919 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2004003059
O.P.R.W.C.T.

[F] BLOCK A, HUTTO
SQUARE
COMMERCIAL LOTS PHASE B
CAB. BB, SLDS. 184-186
P.R.W.C.T.

[G] CALLED 4.43 ACRES
OWNER: WILLIAMSON
COUNTY
DOC. NO. 2005053311
O.P.R.W.C.T.

[H] BLOCK 1, AMENDED
PLAT OF
LOTS 1 THROUGH 9,
INCLUSIVE,
AND LOTS 12, 13, AND 14,
AND
THE 17-FOOT ALLEY IN
BLOCK 1
OF I&GN RAILROAD
ADDITION
ORIGINAL CITY OF HUTTO
CAB. EE, SLD. 293,
P.R.W.C.T.

[I] CALLED 0.13 ACRE
PART OF LOTS 5 AND 6
BLOCK B, I & GN RAILROAD
ADDITION
OWNER: JASPAS PROPERTIES,
LLC
DOC. NO. 2008077200,
O.P.R.W.C.T.

[J] PART OF LOTS 5 AND 6
BLOCK B I & G RAILROAD ADDN
OWNER: WELDON R. COPELAND
DOC. NO. 1997029237,
O.P.R.W.C.T.

[K] CALLED 0.464 ACRE
OWNER: HILL COUNTRY
BIBLE CHURCH HUTTO
DOC. NO. 2016077686,
O.P.R.W.C.T.

[L] LOT 1A, BLOCK 9
RAILROAD ADDITION
LOTS 1-4, 5 (S/PT)
AND 7, BLOCK 9 AMENDED
PLAT NO. 2015080695
DOC. O.P.R.W.C.T.

[M] I & GN RAILROAD
ADDITION
ORIGINAL MAP OF HUTTO
LOTS 1-12, BLOCK 8
VOL. 50, PG. 253, D.R.W.C.T.

[N] CALLED 0.055 ACRE
OWNER: HILL COUNTRY
BIBLE CHURCH HUTTO
DOC. NO. 2017025032,
DOD. O.P.R.W.C.T.

[O] CALLED 0.093 ACRE
OWNER: CITY OF HUTTO
DOC. NO. 2016079125
DOD. O.P.R.W.C.T.

[P] CALLED 1.256 ACRE
(DESCRIBED AS TRACT II)
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[Q] CALLED 1.364 ACRE
(DESCRIBED AS TRACT III)
CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[R] CALLED 0.691 ACRE
TRACT (DESCRIBED AS
TRACT IV) LOTS 1-4 & A
PORTION OF LOT 5, BLOCK B
I & G RR ADDITION
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[U] CALLED 1.442 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2004003059,
O.P.R.W.C.T.

[V] PORTION OF LOT 1,
BLOCK
13, I & GN RAILROAD
ADDITION
VOL. 50, PG. 253, D.R.W.C.T.

[W] RESUBDIVISION OF LOT 2
THE HUTTO EXCHANGE
CAB. AA, SLDS. 211
P.R.W.C.T.

[X] REAMINDER OF TRACT
DESCRIBED IN VOL. 1159, PG.
563 D.R.W.C.T.

[Y] OWNER: ELEDA GONZALES
DOC. NO. 2012046524,
O.P.R.W.C.T.

LEGEND

	PROPERTY LINE	P.O.B.	POINT OF BEGINNING
—	PROPERTY LINE		
- - -	EXISTING PROPERTY LINES	{ }	RECORD INFORMATION PER DOC. NO. 2016077686
- - - - -	EXISTING EASEMENTS	{ }	RECORD INFORMATION PER DOC. NO. 2008077200
○	1/2" IRON ROD WITH "WARD-5811" CAP SET	{ }	RECORD INFORMATION PER PLAT CAB. G, SLD. 185
●	1/2" IRON ROD FOUND (UNLESS NOTED)	{ }	RECORD INFORMATION PER PLAT VOL. 50, PG. 253
⊗	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)	{ }	RECORD INFORMATION PER DEED DOC. NO. 2017025032
⊗	CHISELED "X" FOUND IN CONCRETE	{ }	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
⊗	TXDOT TYPE II BRASS DISC FOUND	{ }	RECORD INFORMATION PER DEED DOC. NO. 2008077696
△	CALCULATED POINT	{ }	RECORD INFORMATION PER DEED DOC. NO. 2005053311
⊗	COTTON SPINDLE FOUND	{ }	RECORD INFORMATION PER DEED DOC. NO. 2003119272
▲	MAG NAIL FOUND	{ }	RECORD INFORMATION PER DEED DOC. NO. 2003119272
⊗	MAG WITH "WARD-5811" WASHER SET	{ }	RECORD INFORMATION PER DEED DOC. NO. 2003119272
⊗	1/2" IRON ROD WITH "CITY OF HUTTO - PROPERTY CORNER" ALUMINUM CAP FOUND	{ }	RECORD INFORMATION PER PLAT CAB. BB, SLDS. 184-186
DOC. #	DOCUMENT NUMBER	{ }	RECORD INFORMATION PER PLAT DOC. NO. 2015080695
P.U.E.	PUBLIC UTILITY EASEMENT	{ }	RECORD INFORMATION PER PLAT CAB. W, SLDS. 263-264
B.L.	BUILDING LINE	<.....>	RECORD INFORMATION PER DEED DOC. NO. 2016079125
VOL./PG.	VOLUME, PAGE	<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2004003059
CAB./SLD.	CABINET, SLIDE	<<.....>>	RECORD INFORMATION PER TX DOT R.O.W. MAP
R.O.W.	RIGHT-OF-WAY	<<<.....>>>	RECORD INFORMATION PER PLAT CAB. AA, SLD. 211
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS	{ }	RECORD INFORMATION PER DEED DOC. NO. 2015048567
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS	{ }	
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS	{ }	

**40.4913 ACRES
ZONING EXHIBIT
City of Hutto,
Williamson County,
Texas**



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	SMD
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	7 OF 7

Exhibit "2"

**EXCHANGE BOULEVARD
(R.O.W. VARIES)**

[A]
BLOCK "A"
HUTTO SQUARE SECTION 1
CAB. W, SLDS. 263-267
P.R.W.C.T.

CALLLED 2.814 ACRES
OWNER: W L D PETERSEN
INVESTMENTS-HUTTO, LLC
DOC. NO. 2015048567
O.P.R.W.C.T.

CALLLED 8.62
ACRES
OWNER: CITY
OF HUTTO
DOC. NO.
2008077696
O.P.R.W.C.T.

ACCESS EASEMENT
0.5063 ACRE(S)
22,056 SQUARE FEET

P.O.B.
GRID N: 10,172,858.19
GRID E: 3,171,597.92

<<N81°46'28"W 439.32'>>
S83°11'49"E 439.42'

N09°32'37"E 188.03'
<<N10°55'47"E 188.27'>>

284.77'
(N07°08'44"E 285.05')

N05°40'42"E 565.73'
(N07°08'44"E 565.82')
((N07°07'57"E 565.80'))



N83°11'49"W 442.80'

LOT 24

CALLLED 4.43 ACRES
OWNER: WILLIAMSON
COUNTY
DOC. NO. 2005053311
O.P.R.W.C.T.

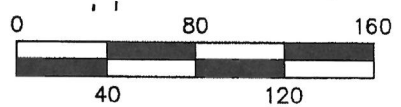
BLOCK A
HUTTO SQUARE
COMMERCIAL LOTS
CAB. Z, SLD. 281-282
P.R.W.C.T.

**NATHANIEL EDWARDS
SURVEY NO. 21
ABSTRACT NO. 225**

L2
L3
(CI)

LOT 23

LOT 23
DISTURBED



GRAPHIC SCALE: 1" = 80'

**0.5063 ACRE
ACCESS EASEMENT
City of Hutto,
Williamson County,
Texas**



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 2

NOTES:



- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND	
	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD FOUND (UNLESS NOTED)
	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2015048567

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S05°40'42"W	50.01'
L2	N09°32'37"E	50.06'
L3	N09°32'37"E	47.35'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	18.30'	1,965.00'	0°32'01"	S09°09'36"W	18.30'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C1)	[18.24']	[1,965.00']	[0°31'55"]	[S10°39'50"W]	[18.24']


 12/29/2017


0.5063 ACRE
ACCESS EASEMENT
City of Hutto,
Williamson County,
Texas

 A Limited Liability Company PO Box 90876, Austin Texas 78709 WWW.4WARDLS.COM (512) 537-2384 TBPLS FIRM #10174300	Date:	12/29/2017
	Project:	00627
	Scale:	1" = 80'
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	Tech:	BP
	Field Crew:	HT/DC
	Survey Date:	AUG. 2017
Sheet:	2 OF 2	

**EXCHANGE BOULEVARD
(R.O.W. VARIES)**

[A]
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HUTTO SQUARE SECTION 1
CAB. W, SLDS. 263-267
P.R.W.C.T.

LOT 24
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OWNER: W L D PETERSEN
INVESTMENTS-HUTTO, LLC
DOC. NO. 2015048567
O.P.R.W.C.T.

LOT 23
CALLED 8.62 ACRES
OWNER: CITY
OF HUTTO
DOC. NO.
2008077696
O.P.R.W.C.T.

P.O.C.
GRID N: 10,172,858.19
GRID E: 3,171,597.92

P.O.B.
GRID N: 10,172,809.61
GRID E: 3,171,583.04

LOT 23
CALLED 4.43 ACRES
OWNER: WILLIAMSON
COUNTY
DOC. NO. 2005053311
O.P.R.W.C.T.

DRAINAGE EASEMENT
0.2110 ACRE(S)
9,190 SQUARE FEET

BLOCK A
HUTTO SQUARE
COMMERCIAL LOTS
CAB. Z, SLD. 281-282
P.R.W.C.T.

**NATHANIEL EDWARDS
SURVEY NO. 21
ABSTRACT NO. 225**

LOT 16 [A] LOT 15

(10' P.U.E.)
(10' D.E.)

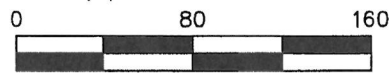
284.77'

280.97'

230.14'

229.35'

N05°40'42"E 565.73'
(N07°08'44"E 565.82')
((N07°07'57"E 565.80'))



GRAPHIC SCALE: 1" = 80'

**0.2110 ACRE
DRAINAGE EASEMENT
City of Hutto,
Williamson County,
Texas**



A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
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Sheet:	1 OF 2

NOTES:

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- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N84°19'18"W	40.00'
L2	S83°11'49"E	40.01'
L3	S17°01'46"W	50.81'
L4	S74°06'18"E	10.16'

LEGEND	
	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD FOUND (UNLESS NOTED)
	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696



12/29/2017

**0.2110 ACRE
DRAINAGE EASEMENT
City of Hutto,
Williamson County,
Texas**

 A Limited Liability Company PO Box 90876, Austin Texas 78709 WWW.4WARDLS.COM (512) 537-2384 TBPLS FIRM #10174300	Date:	12/29/2017
	Project:	00627
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Sheet:	2 OF 2	