

**RESOLUTION NO. 20200611-097**

**WHEREAS**, recent changes in Texas state law provide that the annexation of property in a city's extraterritorial jurisdiction can only occur with the voluntary consent of the property owner or by a referendum of voters; and,

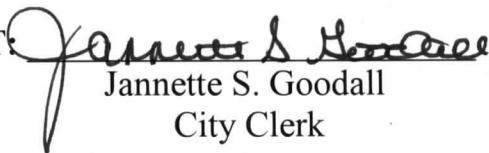
**WHEREAS**, the future property owners of the subject tract located along FM 620, contiguous to District 6, and described in the attached legal description, have expressed an interest in the voluntary annexation of the subject tract upon completion of the development, as indicated the attached letter; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

Council directs the City Manager to negotiate and execute an Annexation and Development Agreement, using **Exhibit "1"** as a basis for negotiation, between the City of Austin and Plaza Volente Residential, which includes the future full purpose annexation of the property.

**ADOPTED:** June 11, 2020

**ATTEST:**

  
Jannette S. Goodall  
City Clerk

## EXHIBIT 1

### **PLAZA VOLENTE ANNEXATION AND DEVELOPMENT** **DRAFT AGREEMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This Plaza Volente Annexation and Development Agreement (the "**Agreement**") is made and entered into by and among the **CITY OF AUSTIN, TEXAS**, a municipal corporation acting by and through its duly authorized City Manager (the "**City**"), and Plaza Volente Residential, as Owners of the Property, including without limitation their successors, assigns, agents, and affiliated entities ("**Owners**") by the signatures below. Owners warrant and represent that there are no other owners of any portion of the Property and no other third parties holding an interest therein.

#### **RECITALS**

- A. Owners own a total of approximately 25 acres of land located entirely in Travis County, Texas described in the attached Exhibit "A" ("Property"). Subject property is located in the City's extraterritorial jurisdiction ("ETJ"), but not within its corporate limits.
- B. The City has begun the process to institute annexation proceedings for the Property.
- C. The Owners desire to have the Property remain in the City's ETJ, in consideration for which the Owners agree to enter into this Agreement.
- D. This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owners and the procedures of the City.
- E. The Owners and the City acknowledge that this Agreement runs with the land and is binding upon the City and the Owners and their respective successors and assigns for the term of this Agreement, as defined below.
- F. This Development Agreement is to be recorded in the Official Public Records of Travis County.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Owners agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

Section 1.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

**"City Code"** means the City Code of Austin, together with all its related administrative rules and technical criteria manuals.

**"City Council"** means the City Council of the City or any other successor governing body.

**"Development documents"** mean any City of Austin application or request made in connection with the proposed development of land, including: (1) building permit (with the exception of a building permit to repair, replace or supplement any existing structures for so long as the primary purpose of such improvements is for, or ancillary to, the uses of the Property permitted herein); and (2) site plan permit.

**"Effective Date"** and similar references means the date of the first approval of a Development document.

**"ETJ"** means all land located within the City's extraterritorial jurisdiction under Chapter 42 of the Texas Local Government Code, as reflected in the recitals of this Agreement.

**"Land Development Code"** shall mean the Land Development Code of the City, codified as Title 25 and Title 30 of the City Code.

**"Notice"** shall have the meaning set forth in Section 8.04.

**"Ordinances"** shall mean the ordinances of the City.

**"Property"** shall have the meaning set forth in the recitals to this Agreement.

**"Term"** and similar references shall mean the period of time commencing on the Effective Date and continuing for fifteen (15) years from the Effective Date.

**Section 1.02 Other Definitions**. All capitalized terms used but not defined in this Agreement shall have the meaning given to them in the City Code.



## **ARTICLE II**

### **LAND USE**

#### **Section 2.01 Uses.**

- A. The Owners covenant and agree to **develop** the Property **as commercial and multi-family land use.**

## **ARTICLE III**

### **APPLICABLE ORDINANCES**

#### **Section 3.01 Applicable Requirements.**

- A. Prior to full purpose annexation, development documents are subject to applicable regulations in Title 30 of the Land Development Code, and after full purpose annexation, development documents are subject to applicable regulations in Title 25 of the Land Development Code. Property shall be developed in accordance with plats and other permit applications submitted to, and approved by, the City and Travis County through their Single Office for subdivision regulation, and as finally approved by the appropriate approval bodies.
- B. Owners hereby waive any and all claims under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owners have taken in violation of Article II of this Agreement.
- C. Pursuant to Section 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce city regulations and planning authority that does not materially interfere with the use of the Property for commercial and multi-family land uses, in the same manner the regulations are enforced within the City's boundaries. The City specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

**ARTICLE IV**  
**ANNEXATION**

**Section 4.01 Annexation.**

- A. The parties intend that this Agreement guarantee the continuation of the extraterritorial status as herein set forth. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to initiate, pursue or perform an involuntarily annexation of the Property for the term of this Agreement.
- B. The Owners acknowledge that the approval of the first development document will constitute a petition for voluntary annexation by the Owners, and the Property will be subject to annexation at the discretion of the City Council. The Owners agree that when the approval of the first development document occurs, such annexation shall be voluntary and Owners hereby consent to such annexation as though a petition for such annexation had been tendered by Owners.
- C. Owners and City agree that, upon the occurrence of Section 4.01(B), the City shall have the option, but not the obligation, to annex for full purposes pursuant to the terms of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code. Property voluntarily annexed pursuant to this Agreement may be required to have infrastructure improvements to facilitate development, including but not limited to streets and roads, street and road drainage, land drainage, and water, wastewater, and other utility systems. Owners hereby acknowledge the provision of infrastructure improvements necessitated by proposed future development shall be the sole responsibility of the Owners, excluding, however, infrastructure improvements required as a result of the exercise of eminent domain or deed in lieu thereof.
- D. After full purpose annexation, all city ordinances, regulations and requirements applicable in the City's full purpose jurisdiction, including city taxation, shall apply to the area annexed. From the date of annexation until the Property is zoned, the Property is designated in accordance with the zoning

district provided for under City Code Section 25-2-222. During the term of this Agreement, the City shall not annex any part of the Property except as provided in this Article IV.

## **ARTICLE V**

### **LEGISLATIVE DISCRETION: REPRESENTATIONS AND WARRANTIES**

**Section 5.01 Legislative Discretion.** This Agreement is not intended to bind, and the parties agree in fact and law that the Agreement does not bind, the legislative discretion of the City Council to approve or disapprove any proposed annexation ordinance for the Property, subject to and in accordance with the provisions hereof.

#### **Section 5.02 Representations and Warranties of Owners.**

- A. **Organization and Good Standing.** Owners have full power and authority to conduct business as it is now being conducted, to own or use the properties and assets that they purport to own or use, and to perform all their obligations under this Agreement.
- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of Owners, enforceable against Owners in accordance with its terms. Owners have the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform their obligations under this Agreement.

#### **Section 5.03 Representations and Warranties of the City.**

- A. **Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.
- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.



## ARTICLE VI

### **FRUSTRATION OF PURPOSE**

**Section 6.01 Frustration of Purpose.** If any word, phrase, clause, sentence, paragraph, section or other part of this Agreement is affected in whole or in part as a result of amendments to the underlying statutory authority for this Agreement, or a final judicial decree for which all appeals have expired or been exhausted, or if the Texas Legislature amends state law in a manner having the effect of limiting or curtailing any right or obligation of the parties under this Agreement, then the parties agree and understand that the purpose of this Agreement may be frustrated. In such case, the parties agree to work in good faith to amend this Agreement so that the purpose of this Agreement may be fully realized, including full purpose annexation if necessary. Owners agree not to protest annexation of the Property in accordance with this Agreement, and further agree not to sponsor or support legislation that would hinder the City's ability to annex any portion of the Property in accordance with the provisions hereof.

## ARTICLE VII

### **DEFAULT AND REMEDIES FOR DEFAULT**

**Section 7.01 Default.** It shall be a default under this Agreement by a party, if such party shall fail to perform any of its obligations under this Agreement and such failure shall remain uncured following the expiration of ten (10) business days after such party's receipt of written notice of the nature and extent of such failure. However, in the event the default is of a nature that cannot be cured within such ten (10) day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question, but in no event more than forty-five (45) days.

**Section 7.02 Remedies between the City and Owners.** Should any default between Owners and the City remain uncured after Notice to the other as provided in Section 8.04. and expiration of the cure period without the default being materially cured, the non-defaulting party, whether Owners or City, may pursue any remedy that is available at law or in equity at the time of breach.

**Section 7.03 Mediation.** In order to avoid unnecessary litigation, in the event either party fails to materially cure an alleged default within the cure period set out in Section 7.01 above, then if requested by either party, prior to seeking any form of relief from a court of law or agency of competent jurisdiction, each party agrees to

enter into mediation concerning the alleged default for a period of not more than thirty (30) days prior to filing of any court action. Nothing in this Agreement shall be construed to limit the parties from mediating a default after any court or agency action may have been filed.

## **ARTICLE VIII**

### **MISCELLANEOUS PROVISIONS**

**Section 8.01 Amendments to Agreement.** This Agreement may be amended only by a written agreement signed by the City and all of the then Owners of record of the Property.

**Section 8.02 Termination.** This Agreement may be terminated as to any or all of the Property only by express written agreement executed by the City and all of the then Owners of record of the Property. In the event this Agreement is terminated by mutual agreement of the parties or by its terms, the parties shall promptly execute and file of record in the Official Public Records of Travis County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

**Section 8.03 Agreement Binds Successors and Runs with the Land.** This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on Owners. After the Effective Date hereof, this Agreement, at the City's cost, shall be recorded in the Official Public Records of Travis County, Texas.

**Section 8.04 Notice.** Any person who sells or conveys any portion of the Property or any interest therein shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. The foregoing sentence shall not apply with respect to any transfer by death of an Owner or by involuntary transfer. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days after Owners become aware of any change in the agricultural exemption status of the Property. The parties designate the following as their addresses for all Notice under this Agreement:

**Address of the City of Austin**

**Address of the Property Owner**



All Notices required or permitted hereunder will be in writing and given by (a) hand delivery to the addressee, (b) certified mail, return receipt requested, postage prepaid in a properly addressed envelope, or (c) commercial delivery service. Notices will be deemed to be given and received as of the earlier of (a) actual receipt or (b) the third day after the date of deposit with the U.S. Postal Service.

If any party desires to change its address for notice, such party will give notice to all other parties in accordance with the terms hereof and such change of address will be effective as of the last to occur of (a) the effective date recited in such notice, or (b) the 10th day after the date such notice is "received".

**Section 8.05 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected.

**Section 8.06 Waiver.** Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 8.07 Applicable Law and Venue.** The interpretation and validity of this Agreement shall be governed by the laws of the State of Texas (without regard to conflicts of law principles). Venue for any dispute arising from or related to this Agreement shall be in Texas state district court in Travis County, Texas (being the county in which the Property is located) and shall be in accordance with the Texas Civil Practice and Remedies Code.

**Section 8.08 Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges and immunities under applicable laws.

**Section 8.09 Counterparts.** This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the parties executing the instrument whether or not all other parties have executed same.

**Section 8.10 Survival.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Articles II, III, and IV as well

as any other provision herein which, by its terms, is performable, or applies, after termination.

**Section 8.11 Exhibits.**

Exhibit "A" Description of Property: Exhibit "A" is attached hereto and incorporated herein for all purposes.

**EXECUTED** in multiple counterparts, each of which shall constitute an original, to be effective as of the Effective Date.

**CITY:**

**CITY OF AUSTIN,**

A home rule city and Texas municipal corporation

By:

\_\_\_\_\_  
J. Rodney Gonzales, Assistant City Manager

Date: \_\_\_\_\_

**THE STATE OF TEXAS**

§

§

**COUNTY OF TRAVIS**

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This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by J. Rodney Gonzales, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

OWNER:

**PROPERTY OWNERS NAME**

By:

\_\_\_\_\_  
**PROPERTY OWNERS NAME**

Date: \_\_\_\_\_

**THE STATE OF TEXAS**

§

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**COUNTY OF TRAVIS**

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This instrument was acknowledged before me on this the \_\_\_\_\_ day of  
\_\_\_\_\_ 2020, by **PROPERTY OWNERS NAME**.

\_\_\_\_\_  
Notary Public, State of Texas



Exhibit A



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**24.96 ACRES  
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 24.96 ACRES (APPROXIMATELY 1,087,100 SQ. FT.) IN THE S.A. & M.G. R.R. CO. SURVEY NO. 800, ABSTRACT NO. 748, THE WILLIAM P. RUTLEDGE SURVEY NO. 603, ABSTRACT NO. 663 AND THE J. GRIMES SURVEY NO. 25, ABSTRACT NO. 318, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A 4.56 ACRE TRACT, SAVE AND EXCEPT 0.582 ACRES DESCRIBED IN VOLUME 5429, PAGE 1524 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (DRTCT), CONVEYED TO ROBERT DAVID STALLINGS AND SHEILA BIRDEN STALLINGS REVOCABLE TRUST IN A WARRANTY DEED DATED FEBRUARY 7, 2008 AND RECORDED IN DOCUMENT NO. 2008021293, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (OPRTCT), ALL OF A 5 ACRE TRACT CONVEYED TO CHARLES P. BIRDEN AND DORIS IRIS BIRDEN IN VOLUME 4293, PAGE 214, DRTCT, ALL OF A 20.00 ACRE TRACT, DESCRIBED IN VOLUME 2099, PAGE 143, DRTCT, CONVEYED TO CHARLES P. BIRDEN AND DORIS T. BIRDEN, AS TRUSTEES UNDER THE CHARLES P. BIRDEN AND DORIS T. BIRDEN REVOCABLE TRUST, DATED SEPTEMBER 24, 2001, IN A WARRANTY DEED DATED FEBRUARY 13, 2000 AND RECORDED IN DOCUMENT NO. 2001197140, OPRTCT, ALL OF A 0.582 ACRE TRACT CONVEYED TO CHARLES P. BIRDEN AND DORIS T. BIRDEN, AS TRUSTEES UNDER THE CHARLES P. BIRDEN AND DORIS T. BIRDEN REVOCABLE TRUST, DATED SEPTEMBER 24, 2001, IN A WARRANTY DEED DATED FEBRUARY 13, 2000 AND RECORDED IN DOCUMENT NO. 2001197139, OPRTCT, AND ALL OF A 1.123 ACRE TRACT, CONVEYED TO CHARLES P. BIRDEN AND DORIS T. BIRDEN, AS TRUSTEES UNDER THE CHARLES P. BIRDEN AND DORIS T. BIRDEN REVOCABLE TRUST, IN A WARRANTY DEED DATED MAY 21, 2003 AND RECORDED IN DOCUMENT NO. 2003118187, OPRTCT; SAID 24.96 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a Texas Department of Transportation (TxDOT) Type I concrete highway monument found on the east right-of-way line of Ranch to Market 620 (RM 620) (150' right-of-way width), at Engineer's Centerline Station 389+63.5, 75' right, being the southwest corner of the 20.00 acre tract, same being the southwest corner of the 4.56 acre tract, also being the northwest corner of Lot 1, Block D, 620 Oaks, a subdivision recorded in Book 76, Page 239 of the Plat Records of Travis County, Texas (PRTCT);

**THENCE** with said east right-of-way line of RM 620, in part being the west line of the 20.00 acre tract, in part being the west line of the 4.56 acre tract, in part being the west line of the 0.582 acre tract, in part being the west line of the 1.123 acre tract, and in part being the west line of the 5 acre tract, the following two (2) courses and distances:

1. North 21°48'44" East, passing at a distance of 539.62 feet, a ½-inch rebar with cap marked "CHAPARRAL BOUNDARY" set (September 2017) on the southeast right-of-way line of Ranch to Market 620 (RM 620 - 150' right-of-way width), at



Engineer's Centerline PC Station 395+06.2, 75' right, and continuing for a total distance of 609.87 feet to a ½-inch rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature at Engineer's Right-of-Way PC Station 395+77.2, 75' right, on the east curving right-of-way line of RM 620, and

2. With the arc of a curve to the right, 15.29 feet through a central angle of 00° 38' 43", having a radius of 1357.39 feet and a chord which bears North 22° 07' 40" East, 15.28 feet to a ½-inch rebar with cap marked "CHAPARRAL BOUNDARY" set for the corrected northwest corner of said 5 acre Birden tract, for the corrected southwest corner of that certain 3.423 acre tract described as Tract 2 in the Special Warranty Partition Deed to Judy Helms and Fred Helms, dated January 28, 2008, of record in Document Number 2008035941, OPRTCT; and from which a ½-inch rebar with cap marked "BURY" found for the northerly terminus of said curving right-of-way line, at Engineer's Right-of-Way PT Station 400+56.4 bears an arc length of 439.03 feet through a central angle of 18° 31' 53", having a radius of 1357.39 feet and a chord which bears North 31° 42' 58" East, 437.11 feet;

**THENCE** South 61°18'35" East, with the north line of the 5 acre tract, in part being the south line of the 3.423 acre tract, and in part being the south line of a 2.427 acre tract conveyed to Judy Helms, et al. by deed of record in Document No. 2008035941, OPRTCT, a distance of 1777.68 feet to a ½- iron pipe found for the northeast corner of the 5 acre tract, same being the southeast corner of the 2.427 acre tract, also being the southwest corner of Lot 10, Oak Deer Park, a subdivision recorded in Book 55, Page 43 Plat Records, Travis County, Texas (PRTCT), also being the northwest corner of Lot 12, Oak Deer Park, from which a ½-inch rebar found bears North 28°05'52" East, a distance of 2.53 feet;

**THENCE** South 27°58'31" West, with the west line of Lot 12, in part being the east line of the 5 acre tract and in part being the east line of the 20.00 acre tract, a distance of 197.40 feet to a ½-inch rebar found in the east line of the 20.00 acre tract, for the southwest corner of Lot 12, same being the northwest corner of Lot 14, Oak Deer Park;

**THENCE** South 27°42'24" West, with the east line of the 20.00 acre tract, in part being the west line of Lot 14 and in part being the west line of Lot 16, Oak Deer Park, at 435.48 feet passing a ½-inch rebar found, and continuing, for a total distance of 435.71 feet to a calculated point for the southeast corner of the 20.00 acre tract, same being the southwest corner of Lot 16, also being in the north line of Lot 13, Andrus Subdivision, a subdivision recorded in Book 97, Page 136, PRTCT;

**THENCE** with the south line of the 20.00 acre tract, in part being the south line of the 4.56 acre tract, also being the north line of Lots 13 and 15, Andrus Subdivision, and the north line of Lots 1, 3 and 4, Block D, 620 Oaks, the following seven (7) courses and distances:

1. North 60°07'22" West, a distance of 2.75 feet to a ½-inch rebar with aluminum "Cunningham-Allen" cap found;
2. North 60°04'22" West, a distance of 455.14 feet to a ½-inch iron pipe found;
3. North 60°33'32" West, a distance of 129.17 feet to a ½-inch iron pipe found;

4. North 61°01'42" West, a distance of 206.37 feet to a ½-inch iron pipe found;
5. North 61°27'00" West, a distance of 491.91 feet to a ½-inch iron pipe found;
6. North 61°13'50" West, a distance of 304.08 feet to a ½-inch iron pipe found;
7. North 61°03'07" West, a distance of 123.54 feet to the **POINT OF BEGINNING**, containing 24.96 acres of land.

Surveyed on the ground April 29, 2016.

Updated August 24, 2017

Updated September 01, 2017

Updated improvements and revised boundary February 12, 2020

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983 (NAD83), Central Zone (4203), US Survey Feet, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS) for Chaparral control point "P758".

Attachments: Drawing 847-006-TI2.dwg

*Bryan D. Newsome* 10 March 2020

Bryan D. Newsome  
Registered Professional Land Surveyor  
State of Texas No. 5657  
TBPLS Firm No. 10124500

Date







June 3, 2020

Council Member Jimmy Flannigan  
Austin City Council Member, District 6  
301 W. 2<sup>nd</sup> Street  
Austin, TX 78701

Re: Plaza Volente Residential Zoning Case C14-2020-0012 – 11405, 11409 & 11411 N. FM 620

Dear Council Member Flannigan,

As the developer of the proposed Plaza Volente multifamily project located at 11405, 11409 and 11411 N. FM 620, I am providing this letter in preparation for the June 4<sup>th</sup> City Council meeting when our zoning and annexation cases for a 9.4 acre tract are scheduled to be heard on all three readings. As discussed previously, our goal is to unify the 9.4 acre subject tract with a 25 acre property adjacent to the south located in the City of Austin ETJ. CWS Apartment Homes, LLC plans to own and operate the future apartment community for a minimum of 10 years and is willing to request annexation of the 25 acre tract once the project is built. We are also committed to exploring the potential for annexation to occur after all necessary approvals are obtained but prior to completion of the project under a mutually agreed upon development agreement.

As long-term multifamily owner/operators in the City of Austin, with a city-wide portfolio of 23 communities totaling over 5,600 apartment units, CWS Apartment Homes, LLC is committed to delivering another apartment community within the City of Austin full-purpose jurisdiction. It should also be noted that as part of this future development, CWS will be privately funding and constructing substantial improvements to off-site public wastewater infrastructure for this proposed apartment project that may also enhance the City's system for others.

I look forward to working together after our zoning case is processed and appreciate your engagement in this process.

Best Regards,

Jarrett Sullivan  
Vice President, Development  
CWS Capital Partners, LLC  
jsullivan@cwscapital.com