

**MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
NORTHTOWN MUNICIPAL UTILITY DISTRICT**

April 25, 2023

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on April 25, 2023 at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the Certificates of Posting of the Notice are attached as **Exhibit “A”**.

The roll was called of the members of the Board:

Brenda Richter	-	President
Robin Campbell	-	Vice President
Felix Amaro	-	Treasurer
Christopher Capers	-	Secretary
Lee Hill	-	Assistant Secretary

and all of the Directors were present except Director Campbell and Director Amaro, thus constituting a quorum. Also present at times during the meeting were Mona Oliver, the District manager; Allen Douthitt of Bott & Douthitt, PLLC (“Bott & Douthitt”); Richard Fadal of TexaScapes; Robert Anderson of Crossroads Utility Services LLC (“Crossroads”); Carter Dean of Armbrust & Brown, PLLC (“A&B”); Scott Foster of 360 Professional Services, Inc. (“360 PSI”); Deputy Colton Yarborough of the Travis County Sheriff’s Office (“TCSO”); and Barnaby Evans of Fatter and Evans Architects, Inc.

Director Richter called the meeting to order at 5:45 p.m. and stated that the Board would first receive resident communications and Board member announcements. There being none, Director Richter stated that the Board would consider approval of the consent items on the agenda, including (i) the minutes of the March 28, 2023 Board meeting; (ii) the revised District Registration Form; and (iii) the Resolution Establishing Offices and Meeting Places of the Board of Directors of Northtown Municipal Utility District and Establishing Locations for the Posting of Notice of Meetings of the Board. After discussion, upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the minutes and the Resolution attached as **Exhibit “B”**, as modified to include both District offices as meeting places. The Board directed Mr. Dean to include a new Resolution and revised District Registration Form on the agenda for the first meeting held in the new office in order to remove the old office.

Director Richter next recognized Deputy Yarborough to present the security report attached as **Exhibit “C”**. Deputy Yarborough reviewed the report with the Board. Director Hill asked Deputy Yarborough to look out for construction sites with fences down, which were vulnerable to criminal trespass. Ms. Oliver stated that Deputy Yarborough had recruited a new deputy to help patrol the District and planned on recruiting another soon.

Director Richter next stated that the Board would receive the operations manager’s report and recognized Mr. Anderson. Mr. Anderson reviewed the operations manager’s report

attached as **Exhibit “D”** with the Board. He reported that there were 3,095 occupied single family connections as of March, that the water accountability for the prior reporting period was -3.90%, and that the March water samples were satisfactory. He next presented the write-offs included in his report for Board consideration. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the write-offs. Mr. Anderson then reviewed the letter from the TCEQ attached as **Exhibit “E”** with the Board, which he advised did not indicate any District violations. He added that Crossroads had already address the issues noted by the TCEQ in the letter.

Director Richter then stated that the Board would consider landscape maintenance matters and recognized Mr. Fadal. Mr. Fadal presented the landscape maintenance report attached as **Exhibit “F”** and reviewed it with the Board. He then presented the “plant of the month,” Japanese laurel, also known as the “gold dust plant.” He explained that the plant was native to Japan, did well in the shade, and could grow to seven feet tall. He then presented a second “plant of the month,” dodder. He stated that dodder was an invasive parasite weed that hadn’t been seen in the area in years, noting that his crews were working to eliminate it where discovered. Mr. Fadal then presented the proposal attached as **Exhibit “G”** for the annual repair and topdressing of the District’s sports fields. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the proposal.

Director Richter announced that the Board would next receive the District manager’s report and recognized Ms. Oliver. Ms. Oliver called the Board’s attention to her monthly reports included in the meeting packet attached as **Exhibit “H”**. Ms. Oliver reviewed the Restrictive Covenant Committee report and the monthly expenditure report with the Board. She next reviewed the report from Texas Disposal Systems (“*TDS*”) with the Board. Ms. Oliver then reported that Stream, who leased the District’s current office space to it, would be conducting a 60 day inspection on April 27, noting that she thought that the condition of the office looked good. She added that an HVAC inspection was also scheduled for May 1. She then presented the Renewal Notice and Benefit Verification Form from TML attached as **Exhibit “I”** for approval. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the Renewal Notice and Benefit Verification Form. Mr. Dean stated that he thought that the new office parking lot needed signs indicating permitted parking hours and a towing warning. Ms. Oliver stated that all three of the District’s parking lots needed such signs. After discussion, upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to authorize the Facilities Committee to consider and approve proposals for the installation of such signs at the recommendation of Mr. Dean and Ms. Oliver.

Director Richter next stated that the Board would receive a report from the Facilities Committee. Mr. Foster reported that the new office building was approaching substantial completion and that one of the final approvals needed was from the fire department, upon its inspection. He stated that, depending on the result of the inspection, the new office should be ready for occupancy and that the May Board meeting could be held there. Mr. Foster stated that there were some final change orders that would likely be necessary to complete the project, and requested authority from the Board to approve up to \$50,000 of change orders, as may be necessary and appropriate. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to provide the requested authorization.

Director Richter then stated that the Board would receive a report from the Utility and Services Committee, including matters related to a report from Kennedy Jenks regarding District water pressure and availability. Directors Richter and Hill recommended acceptance of the report. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to accept the report.

Director Richter stated that the Board would next receive the engineering report. Mr. Foster reviewed his report attached as **Exhibit "J"** with the Board and covered the status of various development projects in the District, stating that the Village at Northtown Section 2 condominium project had been bid out, and that the approval of award of the project should be included on the next Board meeting agenda. He then stated that he was awaiting draft easements and certain other legal documents from the developer of the Avalon Bay multifamily project. Mr. Foster then reviewed the memorandum regarding violations of the District's erosion control rules attached as **Exhibit "K"**, noting that the inspection program continued to be beneficial.

Director Richter then recognized Mr. Douthitt for purposes of receiving the bookkeeper's report. Mr. Douthitt presented the updated cash activity report attached as **Exhibit "L"** and reviewed it with the Board. Mr. Douthitt next reviewed the checks being presented for approval and recommended approval of the transfers listed on page one of his report. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the transfers and the payment of bills and invoices.

Director Richter then stated that the Board would consider matters related to the District's website. Mr. Hill stated that Ms. Oliver and he planned to discuss website matters with Director Campbell to chart a course for the future of the District website's hosting and maintenance.


Director Richter stated that the Board would consider its wholesale water and wastewater services, including contract negotiations with the City of Austin. Mr. Dean stated that he had no update regarding such matters.

Director Richter recognized Mr. Dean for the purpose of receiving the attorney's report. Mr. Dean reviewed the Notice of Appraised Values from the Travis Central Appraisal District attached as **Exhibit "M"** with the Board. He then reviewed the following documents related to Phase 2 of the Village at Northtown multifamily project, known as The Parker: a Declaration of Maintenance Covenants for Stormwater Structural Controls; a License and Consent to Encroachment Agreement; a Temporary Construction and Access Easement Agreement; a Sidewalk and Trail Easement, two Wastewater Line Easements, and an Exclusive Water Lines Vault Easement, attached collectively as **Exhibit "N"**. He stated that he had negotiated these documents with the developer of the project and that Mr. Foster had reviewed and approved the documents. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the documents presented by Mr. Dean.

There being no further business to come before the Board, the meeting was adjourned at 6:40 p.m.



Date: May 23, 2023



Christopher Capers, Secretary
Board of Directors

CERTIFICATE OF PROVISION OF NOTICE OF MEETING FOR
NORTHTOWN MUNICIPAL UTILITY DISTRICT
TO THE TRAVIS COUNTY CLERK'S OFFICE
and
OFFICES OF ARMBRUST AND BROWN, PLLC

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, D. Pederson, hereby certify that at 1:02 p.m. on April 18, 2023, I provided a copy of the attached notice of meeting of the Board of Directors of Northtown Municipal Utility District to the Travis County Clerk's office located at 5501 Airport Blvd., Austin, Texas for subsequent posting in accordance with Section 551.054 of the Texas Government Code.

I understand that the attached notice was provided to the County Clerk in order to comply with the Open Meetings provision of Chapter 551 of the Texas Government Code and that the Board of Directors of Northtown Municipal Utility District will rely on this certificate in determining whether the provisions of Chapter 551 of the Government Code have been satisfied.

Witness my signature this 18~~th~~ day of April, 2023.



Printed Name: D. Pederson
Company: Armbrust & Brown PLLC

EXHIBIT A

CERTIFICATE OF POSTING FOR
NORTHTOWN MUNICIPAL UTILITY DISTRICT
AT

(1) 14401 Harris Ridge Blvd. (park pavilion)
(2) 1421 Wells Branch Parkway, Suite 106 (district office)
PFLUGERVILLE, TEXAS 78660

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, Monica Oliver, hereby certify that at
12:05 p.m. on April 20, 2023 I posted a copy of the
attached notice of meeting of the Board of Directors of Northtown Municipal Utility District at a
place readily accessible and convenient to the public within the boundaries of the District at the
locations noted above.

I understand that the notice was posted in order to comply with the Open Meetings
provisions of Chapter 551 of the Government Code and that the Board of Directors of Northtown
Municipal Utility District will rely on this certificate in determining whether the provisions of
Chapter 551 of the Government Code have been satisfied.

Witness my signature this 20th day of April, 2023.

MO
Printed Name: Monica Oliver
Company: Northtown M.U.D.

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
AGENDA**

April 25, 2023

**TO: THE BOARD OF DIRECTORS OF NORTHTOWN MUNICIPAL UTILITY
DISTRICT AND ALL OTHER INTERESTED PARTIES:**

Notice is hereby given that the Board of Directors of Northtown Municipal Utility District will hold a meeting at **5:45 p.m. on Tuesday, April 25, 2023**. This meeting will be held at the District office located at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. Members of the public are entitled to participate in and to address the Board of Directors during the meeting.

PUBLIC INPUT

1. Resident communications and Board member announcements;

CONSENT ITEMS

(These items may be considered and acted upon collectively. Any of these items may be pulled for discussion upon the request of any member of the Board.)

2. Minutes of March 28, 2022 Board meeting;
3. Revised District Registration Form;
4. Resolution Establishing Offices and Meeting Places of the Board of Directors of Northtown Municipal Utility District and Establishing Locations for the Posting of Notice of Meetings of the Board;

DISCUSSION/ACTION ITEMS

5. District security and public safety and related action items, including:
 - (a) Report from Travis County Sheriff's Office, including crime statistics;
 - (b) Legal/Security Committee report;
6. District operations manager and utility operator's report and related action items, including:
 - (a) Utility operations and repairs, including any proposals;
 - (b) Billing report and write-offs;
 - (c) TCEQ compliance update, including status letter;
7. Landscape maintenance report and related action items, including any proposals for landscape maintenance;

8. District manager's report and related action items, including:
 - (a) Legal/Security Committee report, including covenant violations and enforcement actions;
 - (b) Monthly expenditure report;
 - (c) Reservation ledger;
 - (d) Solid waste services, including monthly report;
 - (e) Purchase requests and/or proposals;
 - (f) Renewal of Texas Municipal League employee benefits coverage, including Renewal Notice and Benefit Verification Form;
 - (g) Parking restrictions at new office parking lot and related signage;
9. Facilities Committee report and related action items, including:
 - (a) Status of construction of office and pavilions;
 - (b) Purchases of appliances, electronics, furniture, and other office items;
 - (c) Approval of pay applications and/or change orders from STR Constructors for construction of office and pavilions;
 - (d) Repairs, maintenance, and monthly expenditures for parks and recreational facilities;
10. Utilities and Services Committee report and related action items, including Kennedy Jenks report and recommendation regarding District's water availability and pressure;
11. District engineer's report and related action items, including:
 - (a) Development update, including:
 - (i) Village at Northtown, Section 2 (Condominiums);
 - (ii) Village at Northtown Multifamily (North Wells Branch/The Parker), including easements, construction agreements, and variances to restrictive covenant;
 - (iii) Village at Northtown Multifamily (Edenbrook), including easements and restrictive covenants;
 - (iv) The Lakes Retail Center;
 - (v) Avalon Bay Multifamily;
 - (vi) JD's Supermarket – Dessau;
 - (b) MS4 compliance matters, including:
 - (i) Permitting update;
 - (ii) Storm Water Pollution Prevention Plan ("SWPPP") compliance updates;
 - (c) Senate Bill 3 / Emergency Preparedness Plan, including:
 - (i) Status of application requesting waiver of emergency preparedness plan;
 - (ii) Any proposals related to Senate Bill 3 compliance;
12. District bookkeeper's report and related action items, including:
 - (a) Payment of bills and invoices;
 - (b) Fund transfers;
 - (c) Investments;
 - (d) Developer escrow report and reconciliation;
13. District website, including hosting, maintenance, and related action items;

14. Wholesale water and wastewater services and related action items, including contract negotiation with City of Austin;
15. Attorney's report and related action items, including:
 - (a) TCAD 2023 Notice of Appraised Values;
 - (b) Villages at Northtown Multifamily (The Parker) easements and related agreements, including:
 - (i) Declaration of Maintenance Covenants for Stormwater Structural Controls;
 - (ii) License and Consent to Encroachment Agreement;
 - (iii) First Amendment to Temporary Construction and Access Easement Agreement;
 - (iv) Sidewalk and Trail Easement;
 - (v) Wastewater Line Easement;
 - (vi) Exclusive Water Lines Vault Easement;
16. Future agenda items and meeting schedule.

The Board of Directors is authorized by the Texas Open Meetings Act, Chapter 551, Texas Government Code, to convene in closed or executive session for certain purposes, including receiving legal advice from the District's attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing information technology security practices (Section 551.089). If the Board of Directors determines to go into executive session to discuss any item on this agenda, the presiding officer will announce that an executive session will be held and will identify the item to be discussed and the provision of the Open Meetings Act that authorizes the closed or executive session.



[Handwritten Signature]

Attorney for the District

Northtown Municipal Utility District is committed to compliance with the Americans With Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. Please call Armbrust & Brown, PLLC at (512) 435-2300 for additional information.

Came to hand and posted on a Bulletin Board in the
County Recording Office, Austin, Travis County, Texas on this the
18 day of April 2023

Dyana Limon-Mercado
County Clerk Travis County, Texas
By Yesenia E. Espinoza Deputy

YESENIA E.



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas

202380546

Apr 18, 2023 02:14 PM
Fee: \$3.00 **ESPINOZAY**

**RESOLUTION ESTABLISHING OFFICES AND MEETING PLACES OF THE BOARD
OF DIRECTORS OF NORTHTOWN MUNICIPAL UTILITY DISTRICT AND
ESTABLISHING LOCATIONS FOR THE POSTING OF NOTICE OF
MEETINGS OF THE BOARD**

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §

WHEREAS, under §49.062 of the *Texas Water Code*, the Board of Directors (the "**Board**") of Northtown Municipal Utility District (the "**District**") is authorized to establish offices and meeting places both inside and outside the boundaries of the District; and

WHEREAS, the Board wishes to designate meeting places within the boundaries of the District, and also wishes to designate offices and meeting places outside the boundaries of the District; and

WHEREAS, the Board also wishes to establish the locations at which notice of meetings of the Board will be posted;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

Section 1. Meeting places of the Board of Directors, within the boundaries of the District, are established at:

- (a) 700 East Wells Branch Parkway, Pflugerville, Texas;
- (b) 14401 Harris Ridge Blvd. (Stoney Creek Park), Pflugerville, Texas;
- (c) Barron Elementary School, 14850 Harris Ridge Blvd., Pflugerville, Texas;
and
- (d) Wieland Elementary School, 900 Tudor House Road, Pflugerville, Texas.

Section 2. District offices and meeting places outside the boundaries of the District are established at:

- (a) Wells Branch Tech Center, Building One, Suite 106, 1421 Wells Branch Parkway, Pflugerville, Texas 78660;
- (b) the offices of Armbrust & Brown, PLLC, as follows: 100 Congress Avenue, Suite 1300, Austin, Texas;
- (c) 100 Congress Avenue, Suite 875, Austin, Texas;
- (d) the offices of Crossroads Utility Services LLC, 2601 Forest Creek Drive, Round Rock, Texas 78665;
- (e) the offices of Bott & Douthitt, PLLC, 810 Hester's Crossing, Suite 122, Round Rock, Texas; and
- (f) Springhill Restaurant, 2505 W. Pecan, Pflugerville, Texas.

These offices and meeting places are established for the purposes of filing and maintaining the books and records of the District, conducting the business of the District and holding meetings of the Board. The meeting place and District office at Wells Branch Tech Center, Building One, Suite 106, 1421 Wells Branch Parkway, Pflugerville, Texas is also established as an office for the purpose of opening bids for construction contracts and filing and maintaining engineering and construction records.

Section 3. Notices of meetings of the Board of the District will be posted at the following locations:

- (a) outside the boundaries of the District at:
 - (i) the District office at the Wells Branch Tech Center, Building One, Suite 106, 1421 Wells Branch Parkway, Pflugerville, Texas 78660; and
 - (ii) the offices of Armbrust & Brown, PLLC, as follows: 100 Congress Avenue, Suite 1300, Austin, Texas.
- (b) within the boundaries at:
 - (i) 700 East Wells Branch Parkway, Pflugerville, Texas 78660; and
 - (ii) the District at the bulletin board located at 14401 Harris Ridge Blvd. (Park pavilion), Pflugerville, Texas 78660.

Notice of meetings of the Board will also be provided to the Travis County Clerk for posting in accordance with Section 551.054 of the Texas Government Code.

Section 4. The Board declares its offices and meeting places, both within and outside the boundaries of the District, to be open to the public and invites all residents, taxpayers and other interested persons to attend any meeting of the Board.

Section 5. The attorney for the District is directed to file a copy of this Resolution in the principal office of the District.

Section 6. If this Resolution changes the meeting places located outside the boundaries of the District, the attorney for the District is directed to file this Resolution with the Texas Commission on Environmental Quality and publish notice of the District's meeting places located outside the boundaries of the District in a newspaper of general circulation within the District.

Section 7. All previous resolutions relating to District offices and meeting places and posting locations are superseded by this Resolution.

PASSED AND APPROVED this 25th day of April, 2023.

**NORTHTOWN MUNICIPAL UTILITY
DISTRICT**

By: _____
Brenda Richter, President
Board of Directors

(SEAL)

ATTEST:

Chris Capers, Secretary
Board of Directors

Crime Stats

Date	Crime	Location	Notes
3/27/2023	BOV	14XXX HARCOURT HOUSE LN	
3/28/2023	Crim Misch	15XX Tudor House Rd	

EXHIBIT 2



UTILITY MANAGER'S REPORT

Northtown Municipal Utility District Board of Directors Meeting



April 25, 2023

EXHIBIT D

**Northtown Municipal Utility District
Operations Report
For the Month of March 2023**

GENERAL INFORMATION

Occupied Single Family Connections	<u>3095</u>	x 3 =	<u>9285</u>
Vacant Single Family Connections	<u>16</u>		
Vacant Irrigation Connections	<u>1</u>		
Vacant Fire Hydrant	<u>5</u>		
Multi Family Connections	<u>6</u>	830 Units x 3 =	<u>2490</u>
Commercial	<u>2</u>		
Builder Connections	<u>14</u>		
Builder New Taps	<u>0</u>		
Schools	<u>2</u>		
Non-Profit	<u>0</u>		
Fire Hydrants	<u>1</u>		
District Connections	<u>13</u>		
Irrigation Connections	<u>30</u>		
TOTAL CONNECTIONS	<u>3185</u>		<u>11775</u> Estimated Population

BACTERIOLOGICAL ANALYSES

<u>5</u>	Water sample(s) taken on	<u>03/21/23</u>	All bacterial samples were satisfactory.
<u>5</u>	Water sample(s) taken on	<u>03/28/23</u>	All bacterial samples were satisfactory.

WATER ACCOUNTING

Pumped through master meter(s) from	<u>03/01/23</u>	to	<u>03/31/23</u>	<u>20,550,000</u>	Gallons
Total Gallons Received/Billing Period from	<u>01/31/23</u>	to	<u>02/28/23</u>	<u>18,815,000</u>	Gallons
Total Gallons Billed from	<u>01/31/23</u>	to	<u>02/28/23</u>	<u>18,053,000</u>	Gallons
Flushing	<u>01/31/23</u>	to	<u>02/28/23</u>	<u>27,400</u>	Gallons
Billing Adjustments from	<u>01/31/23</u>	to	<u>02/28/23</u>	<u>0</u>	Gallons
Gallons gain/loss				<u>(734,600)</u>	Gallons
Percentage gain/loss				<u>-3.90%</u>	

CUSTOMER BILLING REPORT
 NORTHTOWN MUNICIPAL UTILITY DISTRICT
 February 11, 2022 Through Marchy 10, 2023

Current Billing

Basic Service	131,497.78	
Water	96,430.20	
Sewer	105,415.09	
TCEQ	1,023.09	
Deposit	7,387.23	
Misc	<u>53,820.00</u>	
 Total Current Billing		 \$395,573.39

Aged Receivables

Thirty (30) Days	40,075.81	
Sixty (60) Days	12,401.89	
Ninety (90) Days	2,245.52	
One Hundred Twenty (120) Days	<u>4,403.25</u>	
Billed Arrears	59,126.47	
Credit Bal Fwd	<u>-15,186.50</u>	
 Total Aged Receivables		 \$43,939.97

Accounts Receivables

Penalty	5,746.47	
Basic Service	121,512.94	
Water	134,516.04	
Sewer	115,939.47	
TCEQ	1,181.00	
Deposit	-\$6,037.23	
Miscellaneous	<u>54,054.23</u>	
	426,912.92	
 Total Accounts Receivables		 \$426,912.92

Deposit Liability

Balance As Of	02/11/23	\$695,860.47
Collections		5,887.23
Deposits Applied		<u>-7,387.23</u>
 Balance As Of	 03/10/23	 \$694,360.47

NORTHTOWN MUNICIPAL UTILITY DISTRICT

Billing Report

March 20023

Connections	February	March
Active	3167	3163
Inactive	16	16
Total	3183	3179

New Connects	0	0
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Billing Recap

	February	March
Current Billing	\$410,252.06	\$395,573.39
Water	\$121,431.80	\$96,430.20
Sewer	\$118,462.74	\$105,415.09
State Assessment	\$1,213.46	\$1,023.09
Basic Service	\$121,705.69	\$131,497.78
Miscellaneous	\$38,288.37	\$53,820.00
Deposit	\$9,150.00	\$7,387.23
Current Payments	\$472,035.56	\$426,912.92
Arrears	February	March
30 Day	\$55,801.15	\$40,075.81
60 Day	\$16,724.33	\$12,401.89
90 Day	\$2,211.72	\$2,245.52
120 Day	\$4,015.22	\$4,403.25
Gross Arrears	\$78,752.42	\$59,126.47

Month	February	March
Total Customers	3183	3179
Letters	398	330
Disconnects	0	0

NORTHTOWN MUNICIPAL UTILITY DISTRICT
Water Report
March-23

Total Water Flows

Month	2018	2019	2020	2021	2022	2023
January	21,876	9,926	22,272	24,544	21,970	19,561
February	18,713	8,785	18,548	15,091	18,007	17,215
March	22,278	21,734	21,764	22,854	22,763	20,550
April	23,185	12,957	22,182	23,806	25,955	
May	27,596	22,203	24,751	23,113	27,691	
June	26,292	22,308	27,650	24,121	31,151	
July	27,286	25,733	30,449	24,990	33,802	
August	27,286	19,975	37,691	25,512	32,368	
September	21,624	27,539	31,636	29,383	34,355	
October	12,482	26,984	31,147	25,791	29,539	
November	11,181	23,276	32,200	22,580	21,941	
December	7,783	23,114	22,754	23,551	20,209	
TOTAL	247,582	244,534	323,044	285,336	319,751	57,326

Bacteriological Analyses

Samples: satisfactory taken on 03/21/23, 03/28/23

Chlorine Residual

	March
Average	2.2
Maximum (4.0)	2.5
Minimum (0.5)	1.8

Total Wastewater Billed

Month	2018	2019	2020	2021	2022	2023
January	15,158	13,169	14,553	16,930	15,630	15,525
February	15,759	15,529	15,095	16,110	16,402	17,193
March	14,826	14,513	14,047	15,732	17,357	15,299
April	15,060	14,881	16,608	16,685	18,421	
May	15,883	15,597	16,834	17,978	17,141	
June	16,651	15,290	17,042	16,190	16,956	
July	15,933	14,310	17,187	18,157	16,565	
August	16,304	14,947	18,367	16,734	17,836	
September	16,386	14,979	18,735	17,557	17,071	
October	14,907	14,626	22,891	18,225	16,991	
November	15,737	15,138	15,472	17,006	16,201	
December	15,003	14,068	21,766	17,640	16,796	
TOTAL	187,607	177,047	208,597	204,944	203,366	48,017

NORTHTOWN M.U.D. - WATER LOSS CHART

DATE FROM	DATE TO	MASTER METER	CONSUMPTION TOTALS	FLUSHING TOTALS	BILLING ADJUSTMENTS	GALLONS UNACCOUNTED	PERCENT GAIN/LOSS
09/30/19	10/28/19	28,465.4	27,596.0	51.0	(46.0)	-864.4	-3.04%
10/29/19	11/25/19	28,100.9	27,140.0	51.0	(46.0)	-955.9	-3.40%
11/26/19	12/27/19	21,268.9	20,087.0	51.0	(13.0)	-1143.9	-5.38%
12/28/19	01/30/20	21,503.9	20,226.0	48.0	(40.0)	-1269.9	-5.91%
01/31/20	02/28/20	17,649.7	16,888.0	48.0	(59.0)	-772.7	-4.38%
02/29/20	03/30/20	19,505.0	19,176.0	73.5	(1,070.0)	-1325.5	-6.80%
03/31/20	04/29/20	21,932.0	20,676.0	61.5	(83.0)	-1277.5	-5.82%
04/30/20	05/29/20	23,209.0	22,141.0	61.5	(92.0)	-1098.5	-4.73%
05/30/20	06/29/20	26,508.0	24,962.0	48.0	(89.0)	-1587.0	-5.99%
06/30/20	07/29/20	30,654.0	30,354.7	39.7	-	-259.6	-0.85%
07/30/20	08/28/20	31,232.0	29,041.0	48.0	-	-2143.0	-6.86%
08/29/20	09/29/20	25,944.0	24,413.0	43.5	-	-1487.5	-5.73%

TOTALS		295,972.8	282,700.7	624.7	(1,538.0)	(14,185.4)	---
AVERAGE		24,664.4	23,558.4	52.1	(128.2)	(1,182.1)	-4.79%

09/30/20	10/28/20	29,284.0	22,488.0	40.5	-	-1278.5	-4.37%
10/29/20	11/25/20	29,696.0	21,112.0	42.0	-	-8542.0	-28.76%
11/26/20	12/29/20	26,656.0	22,031.0	72.0	(4.0)	-4557.0	-17.10%
12/30/21	01/28/21	20,569.0	18,924.0	34.5	-	-1610.5	-7.83%
01/28/21	02/26/21	23,055.0	41,919.0	63.0	(20,156.0)	-1229.0	-5.33%
02/27/21	03/25/21	19,933.0	18,211.0	28.5	-	-1693.5	-8.50%
03/26/21	04/26/21	24,803.2	23,061.0	42.0	-	-1700.2	-6.85%
04/27/21	05/26/21	21,782.4	19,985.0	58.5	-	-1738.9	-7.98%
05/27/21	06/26/21	24,260.7	23,850.0	75.0	-	-335.7	-1.38%
06/27/21	07/26/21	23,480.0	21,612.0	49.5	-	-1818.5	-7.74%
07/27/21	08/25/21	27,510.0	25,274.0	48.0	-	-2188.0	-7.95%

TOTALS		271,029.3	258,467.0	553.5	(20,160.0)	(26,691.8)	---
AVERAGE		24,639.0	23,497.0	50.3	(1,832.7)	(2,426.5)	-9.85%

08/26/21	09/28/21	29,505.0	28,867.0	66.0	-	-572.0	-1.94%
09/29/21	10/28/21	23,503.0	23,324.0	40.5	-	-138.5	-0.59%
10/29/21	11/28/21	22,879.0	22,623.0	46.8	-	-209.2	-0.91%
11/29/21	12/27/22	20,004.0	17,975.0	30.0	-	-1999.0	-9.99%
12/28/21	01/26/22	20,131.0	18,885.0	60.3	-	-1185.7	-5.89%
01/27/22	02/28/22	20,936.0	19,859.0	67.5	-	-1009.5	-4.82%
03/01/22	03/28/22	19,510.0	17,810.0	48.0	-	-1652.0	-8.47%
03/29/22	04/27/22	25,975.0	23,512.0	157.0	-	-2306.0	-8.88%
04/28/22	05/26/22	25,606.0	23,075.0	107.3	-	-2423.7	-9.47%
05/27/22	06/23/22	28,653.0	27,654.0	47.3	-	-951.7	-3.32%
06/24/22	07/27/22	37,409.0	35,142.0	121.3	-	-2145.7	-5.74%
07/28/22	08/30/22	37,270.0	36,104.0	116.3	-	-1049.7	-2.82%
08/31/22	09/29/22	30,568.0	27,773.0	60.4	-	-2734.6	-8.95%

TOTALS		341,949.0	322,603.0	968.7	-	(18,377.3)	---
AVERAGE		26,303.8	24,815.6	74.5	-	(1,413.6)	-5.37%

09/30/22	10/27/22	28,684.0	28,240.0	85.6	-	-358.4	-1.25%
10/28/22	11/29/22	26,036.0	25,733.0	104.6	-	-198.4	-0.76%
11/30/22	12/28/22	18,558.0	19,331.0	123.7	-	896.7	4.83%
12/29/22	01/30/23	23,088.0	22,222.0	58.7	-	-807.3	-3.50%
01/31/23	02/28/23	18,815.0	18,053.0	27.4	-	-734.6	-3.90%

TOTALS		115,181.0	95,526.0	372.5	-	(467.5)	---
AVERAGE		24,091.5	23,881.5	93.1	#DIV/0!	(116.9)	-0.49%

**Northtown MUD
Water Usage Analysis**

Billing Period	Residential (gallons)	Builder (gallons)	School (gallons)	Non-Profit (gallons)	Fire Hydrant (gallons)	Multi-Family (gallons)	Irrigation (gallons)	Commercial (gallons)	District (gallons)	Monthly Totals (gallons)	Number of Residential Connections	Average Usage	Letters	Terminations
October 2018	14,565,000	-	112,000	10,000	194,000	1,717,000	1,985,000	399,000	-	18,982,000	2,966	4.9	438	22
November 2018	15,210,000	-	126,000	-	9,000	1,805,000	2,003,000	355,000	-	19,508,000	2,966	5.1	511	28
December 2018	13,678,000	-	89,000	5,000	116,000	1,751,000	1,067,000	470,000	-	17,176,000	2,966	4.6	461	25
January 2019	12,647,000	-	111,000	1,000	57,000	1,060,000	776,000	292,000	-	14,944,000	2,966	4.3	499	19
February 2019	15,160,000	-	85,000	-	20,000	1,983,000	2,338,000	317,000	-	19,903,000	2,966	5.1	490	24
March 2019	13,068,000	-	120,000	8,000	242,000	1,662,000	835,000	277,000	-	16,212,000	2,966	4.4	419	31
April 2019	13,747,000	-	97,000	23,000	381,000	1,535,000	973,000	279,000	-	17,035,000	2,966	4.6	367	22
May 2019	15,178,000	-	121,000	16,000	829,000	2,312,000	1,635,000	604,000	-	20,695,000	2,966	5.1	428	15
June 2019	14,370,000	-	132,000	21,000	469,000	2,523,000	1,584,000	779,000	23,000	19,901,000	2,966	4.8	491	24
July 2019	14,451,000	-	24,000	29,000	871,000	2,412,000	1,487,000	764,000	134,000	20,172,000	2,966	4.9	448	29
August 2019	18,176,000	-	22,000	41,000	245,000	2,606,000	1,461,000	1,541,000	94,000	24,186,000	2,966	6.1	427	22
September 2019	19,733,000	-	123,000	29,000	162,000	2,481,000	3,484,000	1,497,000	60,000	27,569,000	2,966	6.7	408	19
Total	179,983,000	-	1,162,000	183,000	3,595,000	23,847,000	19,628,000	7,574,000	311,000	236,283,000				
October 2019	18,436,000	219,000	127,000	27,000	802,000	3,061,000	3,602,000	1,196,000	-	27,470,000	2,966	6.2	513	34
November 2019	17,534,000	1,415,000	134,000	28,000	371,000	2,420,000	2,178,000	516,000	-	24,586,000	2,966	5.9	462	21
December 2019	21,513,000	189,000	103,000	27,000	153,000	3,008,000	2,905,000	294,000	-	28,192,000	2,966	7.3	523	24
January 2020	14,945,000	122,000	104,000	23,000	179,000	2,751,000	1,325,000	629,000	-	20,078,000	2,966	5.0	434	50
February 2020	15,135,000	133,000	100,000	12,000	33,000	2,512,000	1,873,000	415,000	-	20,213,000	2,966	5.1	100	9
March 2020	13,561,000	79,000	93,000	19,000	40,000	1,755,000	993,000	348,000	-	16,888,000	2,966	4.6	-	0
April 2020	14,773,000	102,000	89,000	11,000	33,000	2,038,000	1,722,000	399,000	-	19,167,000	2,972	5.0	-	0
May 2020	16,275,000	151,000	8,000	22,000	0	2,127,000	1,795,000	286,000	-	20,664,000	2,974	5.5	-	0
June 2020	16,981,000	271,000	18,000	13,000	0	2,321,000	2,198,000	338,000	-	22,140,000	2,981	5.7	-	0
July 2020	18,867,000	333,000	13,000	33,000	0	2,621,000	2,651,000	419,000	-	24,937,000	2,981	6.3	-	0
August 2020	23,782,000	787,000	74,000	52,000	0	2,568,000	2,293,000	798,000	-	30,354,000	3,027	7.9	-	0
September 2020	19,958,000	964,000	43,000	16,000	0	5,384,000	1,680,000	996,000	-	29,041,000	3,040	6.6	-	0
Total	211,760,000	4,765,000	906,000	283,000	1,611,000	32,566,000	25,215,000	6,634,000	-	283,740,000				
October 2020	18,976,000	155,000	44,000	21,000	39,000	3,748,000	1,204,000	27,000	199,000	24,413,000	3,041	6.2	527	0
November 2020	15,283,000	128,000	48,000	16,000	32,000	4,591,000	1,353,000	861,000	176,000	22,488,000	3,043	5.0	500	0
December 2020	16,535,000	208,000	18,000	26,000	30,000	2,129,000	1,445,000	721,000	-	21,112,000	3,049	5.4	523	0
January 2021	13,551,000	96,000	49,000	21,000	0	5,000,000	1,004,000	1,309,000	1,001,000	22,031,000	3,053	4.4	445	0
February 2021	10,350,000	35,000	54,000	27,000	0	4,414,000	648,000	3,093,000	303,000	18,924,000	3,059	3.4	312	0
March 2021	14,007,000	14,000	44,000	26,000	0	4,594,000	505,000	2,480,000	93,000	21,763,000	3,071	4.6	357	0
April 2021	14,196,000	17,000	40,000	17,000	0	1,293,000	1,067,000	1,486,000	95,000	18,211,000	3,071	4.6	416	0
May 2021	16,955,000	36,000	97,000	23,000	0	1,886,000	1,742,000	2,198,000	124,000	23,061,000	3,064	5.5	-	0
June 2021	14,883,000	50,000	112,000	12,000	700,000	2,273,000	1,282,000	545,000	128,000	19,985,000	3,072	4.8	402	60
July 2021	13,468,000	9,000	56,000	34,000	0	5,210,000	1,079,000	3,793,000	201,000	23,850,000	3,076	4.4	399	32
August 2021	16,283,000	9,000	25,000	31,000	83,000	2,141,000	1,479,000	1,384,000	177,000	21,612,000	3,167	5.1	384	36
September 2021	18,447,000	25,000	100,000	37,000	62,000	2,597,000	2,370,000	1,338,000	298,000	25,274,000	3,167	5.8	329	37
Total	182,934,000	782,000	687,000	291,000	946,000	39,876,000	15,178,000	19,235,000	2,795,000	262,724,000				
October 2021	17,330,000	53,000	107,000	19,000	10,000	5,415,000	2,626,000	2,900,000	407,000	28,867,000	3,167	5.5	420	28
November 2021	17,692,800	18,000	121,000	13,000	8,000	1,054,200	2,845,000	1,382,000	190,000	23,324,000	3,167	5.6	422	31
December 2021	17,297,000	9,000	111,000	1,000	8,000	1,348,000	1,241,000	2,423,000	185,000	22,623,000	3,167	5.5	418	21
January 2022	13,630,000	7,000	84,000	34,000	0	1,136,000	1,340,000	1,614,000	130,000	17,975,000	3,163	4.3	476	9
February 2022	10,442,000	6,000	68,000	17,000	0	4,297,000	994,000	2,899,000	162,000	18,885,000	3,168	3.3	418	26
March 2022	11,130,000	18,000	104,000	1,000	0	4,839,000	224,000	3,438,000	105,000	19,859,000	3,168	3.5	368	31
April 2022	12,743,000	6,000	95,000	1,000	74,000	1,903,000	811,000	2,050,000	127,000	17,810,000	3,168	4.0	368	31
May 2022	12,025,000	6,000	149,000	-	401,000	4,918,000	2,307,000	3,508,000	198,000	23,512,000	3,169	3.8	400	27
June 2022	12,189,000	8,000	100,000	1,000	14,601,000	5,559,000	2,228,000	3,407,000	210,000	38,303,000	3,169	3.8	446	40
July 2022	13,953,000	10,000	44,000	-	0	5,755,000	2,064,000	3,091,000	262,000	25,179,000	3,168	4.4	494	48
August 2022	18,397,015	12,000	31,000	-	0	7,068,000	3,160,000	4,553,000	371,000	33,592,015	3,172	5.8	498	19
September 2022	16,623,015	13,000	80,000	-	6,000	6,011,000	3,015,000	3,990,000	1,905,000	31,643,015	3,179	5.2	463	36
Total	173,451,830	166,000	1,094,000	87,000	15,108,000	49,303,200	22,855,000	35,255,000	4,252,000	301,572,030				
October 2022	13,059,028	28,000	101,000	-	1,000	6,900,000	3,249,000	4,083,000	352,000	27,773,028	3,181	4.1	568	25
November 2022	11,794,011	10,000	144,000	-	0	10,714,000	2,168,000	2,972,000	438,000	28,240,011	3,184	3.7	487	21
December 2022	15,860,048	7,000	46,000	-	459,000	5,730,000	2,143,000	1,314,000	174,000	25,733,048	3,184	5.0	-	-
January 2023	13,565,077	23,000	137,000	-	529,000	3,407,000	1,106,000	338,000	226,000	19,331,077	3,181	4.3	474	-
February 2023	10,995,038	666,000	105,000	-	3,000	4,851,033	1,146,000	4,260,000	196,000	22,222,071	3,183	3.5	398	-
March 2023	13,412,066	186,000	119,000	-	2,000	3,433,000	339,000	262,000	319,000	18,072,066	3,185	4.2	330	-
Total	78,885,268	920,000	652,000	-	994,000	35,035,033	10,151,000	13,229,000	1,705,000	141,371,301				
Active	Residential 3095	Builder 14	School 2	Non-Profit 0	Fire Hydrant 1	Multi-Family 6	Irrigation 30	Commercial 2	District 13	Builder Taps 0		3185		
Vacant	16				5		1							

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
WATER REPAIR LOG > \$500
MARCH 2023**

DATE	ADDRESS	PROBLEM	COST
01/02/19	IN DISTRICT	SPECIAL MAILING	\$2,370.25
02/01/19	13605 CAMBOURNE DR	EXCAVATED TO REPAIR BROKEN HYDRANT INSTALL REPAIR KIT	\$1,156.06
04/15/19	IN DISTRICT	BACKFLOW TESTING	\$1,732.50
05/17/19	IN DISTRICT	REPAIRED BROKEN LINE AT PARK ON HARRIS RIDGE	\$2,288.57
08/19/19	1513 JASMINE TEA LN	ASPHALT AFTER REPAIR.	\$1,947.21
09/05/19	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT	\$2,912.58
10/28/19	14317 1/2 SILVER LACES LANE	INSTALLED METER EXCAVATED DOWN 3' CRIMPED LINE. INSTALLED UBRANCH. FLUSHED, BACKFILL & CLEANED SITE	\$761.56
10/3/19	13709 GREINERT DR		\$1,068.42
12/18/19	IN DISTRICT	ASSISTED CONTRACTOR W/FINDING HIGH WATER PRESSURE IN AREA.	\$971.79
TOTAL FOR 2019			\$22,132.80
02/17/20	13809 CAMBOURNE DR	REPLACED BROKEN CURB STOP. ANGLE STOP WAS LEAKING.	\$1,020.89
04/29/20	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT	\$4,220.11
05/11/20	IN DISTRICT	WORK ON WATER DISTRIBUTION. COMPLETED DIGGING AT METER BOXES	\$1,576.25
05/15/20	IN DISTRICT	REMOVE DIRT AND SURVEY METER BOXES	\$531.08
05/15/20	IN DISTRICT	WORK ON WATER AND SURVEY REMOVE DIRT FROM BOXES	\$633.08
06/17/20	1100 TUDOR HOUSE RD	EXCAVATION WORK COMPLETED.	\$2,599.36
06/10/20	1106 OLYMPIC DR	REPLACED CONCRETE AFTER TAP REPAIR.	\$1,459.93
TOTAL FOR 2020			\$12,040.70
04/16/21	IN DISTRICT	REPAIRED METER	\$640.43
04/19/21	13806 CAMBOURNE DR	LANDSCAPE AFTER WATER MAIN REPAIR.	\$861.16
04/19/21	15217 VALERIAN TEA DR	REPLACED BROKEN CURBSTOP. HOMEOWNER REPORTED LEAK.	\$1,003.79
05/05/21	1709 DARJEELING DR	HOUSELINE LEAK WORK COMPLETE.	\$829.15
06/10/21	14212 TEA ROOM CV	REPLACED BROKEN CURB STOP. CRIMPED & REPAIRED ANGLE STOP.	\$2,104.65
07/12/21	812 TWISTED FENCE DR	ASPHALT AFTER REPAIR.	\$1,375.38
08/05/21	1408 VANILLA BEAN	COMPLETE WORK ON FIRE HYDRANT. DUG DOWN EXPOSED BROKEN EXTENSION, REPLACED AND PUT NEW HYDRANT AS WELL. FINISHED WITH BACKFILL GRAVEL AND LOAM.	\$4,815.05
8/17/21	IN DISTRICT	SERVICED FIRE HYDRANTS. EXCAVATED TWO FIRE HYDRANT LOCATIONS. REPAIRED THE BARREL AND BACKFILLED.	\$2,030.04
09/30/21	IN DISTRICT	INSPECTIONS.	\$1,219.51
09/29/21	701 WATSON WAY	FOUND LEAKING BLOW OFF VALVE. CLOSED OFF VALVE TO ISOLATE LEAK. PUMPED OUT GROUND WATER AND CHIPPED AWAY CONCRETE. MADE REPAIR.	\$2,916.66
07/20/21	910 CRIEFF CROSS	DISTRICT LINES CLEARED. TELEVISED LINE AND LOCATED BREAK. CUT OUT SIDE WALK AND DUG DOWN 5FT TO EXPOSE BREAK	\$7,870.38
08/12/21	1212 OLYMPIC DR	EXCAVATED DOWN 3FT TO CLEAN OUT CAP STUCK IN STACK. USED HYDRO VAC TO GET DEBRIS OUT.	\$5,917.84
12/03/21	IN DISTRICT	ASPHALT AFTER REPAIR	\$1,091.78
12/03/21	13714 LETTI LN	CONCRETE WORK COMPLETED. EXCAVATED MATERIAL OUT TO PREP FOR CONCRETE.	\$3,295.97
12/17/21	IN DISTRICT	WATER SYSTEM WORK COMPLETED	\$719.81
12/17/21	IN DISTRICT	PURCHASED NEW F/H METER WITH BACKFLOW - INSTALLED METER	\$1,743.56
TOTAL FOR 2021			\$38,435.16
01/25/22	13722 LAMPTING DR	HOUSELINE LEAK. REPLACED THE SHUT OFF VALVE DUE TO METER CHANGE OUT. FIXED LEAK AND FLUSHED SYSTEM AND BAKFILLED HOLES.	\$555.82
01/13/22	IN DISTRICT	SUBCONTRACT WORK COMPLETED AT FACILITY. PRESSURE LOGGER INSTALLED.	\$1,367.67
01/25/22	808 TWISTED FENCE DR	USED HYDRO VAC TO FIND BLOWN OFF ANGLE STOP, CRIMPED LINE AND MADE REPAIR. BACKFILLED HOLE AND CLEANED SITE.	\$1,409.99
01/26/22	IN DISTRICT	PULLED F/H METER FOR INSPECTION AND REPAIR AT FMS	\$572.06
02/07/22	1213 STAPLE CV	EXCAVATED & REPAIRED WATER MAIN. EXCAVATED TO EXPOSER BROKEN SERVICE LINE. REPAIRED LINE AND BACKFILLED AND CLEANED etc	\$791.26
02/28/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. CUSTOMER REPORTED HIGH PRESSURE. FOUND THAT THE PRV WAS OPEN TO SYSTEM WITHOUT SETTING PRV. ADJUSTED AND CHECKED PRESSURE.	\$513.00
03/08/22	IN DISTRICT	WATER SYSTEM WORK COPLETE. MAINTENECE ON STANDBY FROM FREEZE.	\$711.55
04/27/22	IN DISTRICT	SUBCONTRACT WORK COMPLETED AT FACILITY. BACKFLOW PREVENTER TESTING	\$1,504.43
06/07/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. EXPOSED OLD SERVICE LINE LEAK REPAR NEXT TO JD MARKET TO VERIFY IF NEW LEAK HAD CREATED DEPRESSION IN ROAD. GROUND WAS SATURATED 4FT BELOW SURFACE AND HOLE FILLED WITHH 2FT OF WATER ONCE EXPOSED. NO LEAK FOUND AND NO TRACE OF CHLORINE. BACKFILLED HOLE WITH GRAVEL AND FLOWFILL.	\$6,948.29
06/23/22	IN DISTRICT	COMPLETE WORK ON FH. BOLTS FOUND BROKEN ON THE BOTTOM OF HYDRANT. INSTALLED A NEW TRAFFIC REPAIR KIT 14412 HARRIS RIDGE BLVD.	\$615.46
06/23/22	IN DISTRICT	MARKED DISTRICT LINE. LOCATES REQUESTED BY CONTRACTOR. TALKED AREA MAPS AND EMAILED ON 5/18. LOCATED IN FIELD ON 5/19.	\$581.21

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
WATER REPAIR LOG > \$500
MARCH 2023**

DATE	ADDRESS	PROBLEM	COST
06/23/22	IN DISTRICT	REFER TO MAINT. CHECKED PRV IF IT WAS BROKEN. SETTINGS WERE ALMOST DBL.PRESSURE BUT NORMAL. COA PRV UPSTREAM OF HARRIS RIDGE FAILED. COA CONTACTED. ISOLATED MM UNTIL REPAIRED 5/20.	\$2,280.07
06/23/22	13808 LETTI LN	HOUSELINE LEAK. SERVICE LINE WAS LEAKING UNDER CUSTOMERS DRIVEWAY. CUT OUT PATCH AREA TO EXCAVATE AND EXPOSE LINE. FOUND BLOWN OFF FITTING. TURNED WATER OFF AND MADE OUR REPAIR. BACKFILLED WITH GRAEL AND ROAD BASE AND CLEANED SITE. WILL RETURN FOR CONCRETE.	\$3,702.34
07/11/22	13921 JOHN HENRY FAULK-IRR	INSTALLED METER. PICKED UP METERSAND INSTALLED 1" METER. THE 2" POLY LINE NEEDED TO BE ADJUSTED TO BETTER LOCATION.DUE TO IT BEING TOO CLOSE TO THE 1". MOVED THE LINE AND INSTALLED 2" METER. LOCATION:JOHN HENRY FAULK DR PARK.	\$2,948.90
06/30/22	IN DISTRICT	COMPLETE WORK ON FH.HYDRANT WAS HIT BY CAR. REPORTED BY SURVEYING COMPANY. REINSTALLED HYDRANT WITH NEW TRAFFIC REPAIR KIT.	\$3,346.74
06/30/22	IN DISTRICT	LANDSCAPED AFTER TAPLINE REPAIR. PREPPED FOR CONCRETE PATCH GOT RID OF SPOILS,CLEANED UP SITE WASHED DOWN CUSTOMERS DR.WAY. POURS NEW CONCRETE INTO PATCH AND FINISHED IT ONCE IT DRIED.	\$731.47
06/30/22	ARJEELING DR	REPLACED BROKEN CURBSTOP ANGLE STOP WAS LEAKING FROM THE NUT UNDER THE CURBSTOP. DUG UP METER BOX AND CRIMPED COPPED LINE 1". REPLACED CURVSTOP AND UNCRIMPED LIN. FLUSHED LINE AND BACHFILLED.	\$1,095.13
06/30/22	1513 DARJEELING DR	REPLACED BROKEN DISCHARGE. ANGLE STOP WAS LEAKING FROM THE NUT UNDER CURB STOP. DUG UP METER VOX AND CRIMPE COPPE. FLULED R LINE CHANFED ANGLE STOP THEN UNCRIMPED LINE AND BACKFILLED FLUSHED LINE.	\$505.58
06/30/22	1521 DARJEELING DR	REPLACED BROKEN DISCHARGE. ANGLE STOP WAS LEAKING FROM THE NUT UNDER CURB STOP. DUG UP METER VOX AND CRIMPE COPPE. FLULED R LINE CHANFED ANGLE STOP THEN UNCRIMPED LINE AND BACKFILLED FLUSHED LINE.	\$508.58
08/08/22	14000 The Lakes Blvd 8X2	COMPLETE WORK ON FH. TOOK HYDRANT APART, FOUND TOP BOLTS SHEARED OFF. NEED TO DIG UP AND REPLACE. MARKED LOCATION.	\$5,542.23
08/26/22	IN DISTRICT	PULLED HYDRANT METER AND DROPPED OFF TO HAVE BACKFLOW DEVICE INSTALLED	\$1,219.32
08/17/22	13800 GREINERT DR	EXCAVATED & REPAIRED SHUKI TAP LEAK. DUG DOWN SP I TO EXPOSE 1"CORP AND MAIN LINE. ISOLATED LEAK FROM CORP AND CUT OUT BAD POLY. USED COUPLING AND NEW POLY FOR REPAIR, FLUSHED SERVICE AND PRESSURE TESTED REPAIR. BACKFILLED WITH GRAVEL AND RASE	\$3,383.93
09/08/22	IN DISTRICT	CHECKED FOR CLOSED VALVES. ASSISTED OPERATOR IN CHECKING PRESSURES ON CLA-VALS IN VAULT. CHECKED DISTRICT PRV PRESSURE AND RESIDUALS PRESSURE WHEN F/H IS OPEN.	\$1,292.27
10/06/22	14401 HARRIS RIDGE BLVD-2	SUB-CONTRACT WORK COMPLETED. ANNUAL METER CAIBRATION.	\$1,255.00
10/05/22	IN DISTRICT	MET CONTRACTOR AT FACILITY-LOCATNG LINES.	\$2,058.35
10/26/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. OPERATTOR REPORTED 8"BACKFLOW PREVENTOR LEAKIN. FOUND THAT RELIEF VALVE HAD LEAK IN GASKET NOT ALLOWING TO SEAL. REPLACED RELIEF VALVE GASKET, TIGHTENED VALVE PACKING GLANDS.	\$1,164.47
10/31/22	IN DISTRICT	MAIN I RECEIVED FOR REPAIR. LEAK WAS CAUSED BY CONSTRUCTION COMPANY HITTING A PVC BELONGING TO THE CONDOS ON HARRIS BLVD	\$552.00
11/10/22	F/H N HARRIS RIDGE BLVD	RELOCATE HYDRANT METER	\$669.50
11/18/22	IN DISTRICT	SUB-CONTRACT WORK COMPLETED-MET AND DISCUSSED WHAT ALL NEEDED TO BE INSULATED AT FACILITIES IN NORTHTOWN. 2 BACKFLOW AND 1 ABOVE GROUND 6" RPZ @ THE PARK.	\$4,008.85
12/16/22	IN DISTRICT	HOUSELINE LEAK. CONTRACTOR HIT A IRRIAGTION LINE 2" PVC. WE TRIED TO TURN OFF THE METER BUT DID REPAIR HOT WITH NEW HYMAX AND SOME NEW PIPE. 14500 HARRIS RIDGE CONDOS	\$2,552.37
12/15/22	14720 BRUNO CIRCLE	REPAIRED METER LEAK W/WASHERS. NUT ON THE ANGLE STOP WAS LEAKING. WE ADJUSTED THE ANGLE STOP TO STOP LEAK.	\$705.00
12/28/22	F/H JOHN HENRY FAULK	REPAIRED METER-PULLED HYDRANT AND DROPPED METER AT FMS.	\$1,274.50
TOTAL FOR 2022			\$56,367.34
01/11/23	14401 HARRIS RIDGE BLVD-2	HOUSELINE LEAK. WATER WAS SHOOTING OUT OF A PIPE SO WE CLOSED 2 VALVES TO ISOLATE WATER.	\$614.00
01/11/23	IN DISTRICT	DUMP TRUCK WORK COMPLETED. SPOLS HAUSLED OFF FOR 2021-2022	\$3,824.57
01/04/23	13921 CONNER DOWNS DR	REPLACED BROKEN CURBSTOP-DIG UP METER BOX TO MAKE ROOM FOR REPAIR. CRIMPED THE SERVICE LINE TO MAKE REPAIR AND BACKFIL WE NEED MORE TOPSOIL.	\$1,018.26
01/24/23	13800 GREINERT DR	ASPHALT AFTER REPAIR - PATCH NEEDED T BE PREPPED. THEN POUED AND SPREAD ASPHALT BEFORE COMPACTINGWITH ROLLER. CLEANED UP SITE.	\$1,339.93
02/24/23	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT. TOOK HYDRANT APART AND REPLACED THE MAIN VALVE GASKET AND FITTINGS ON THE BOTTOM OF HYDRANT. PUT BACK TOGETHER AND REINSTALLED.	\$1,693.79
03/01/23	IN DISTRICT	PUMPED OUT METER VAULT-READ METER AT 502 HOWARD AND LAKES MM	\$605.00
03/01/23	IN DISTRICT	PUMPED OUT METER VAULT-READ METER AT HOWARD AND LAKES MM	\$644.00
TOTAL FOR 2023			\$9,739.55

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
WASTEWATER REPAIR LOG > \$500
MARCH 2023**

DATE	ADDRESS	PROBLEM	COST
04/23/18	1001 PEPPERMINT TRAIL	CONCRETE WORK COMPLETED	\$1,049.27
08/30/18	NTWN LS1 HARRIS RIDGE	SANITARY SYWSTEM WORK COMPLETE	\$969.36
10/12/18	IN DISTRICT	SANITARY SYWSTEM WORK COMPLETE	\$36,270.25
10/12/18	IN DISTRICT	FM TIE INS AT COA MH DETERIORATED. WORK COMMENCED WITH EXPOSING LINE. ONCE EXPOSED FOUND LEAK TEMPORARY MH WAS INSTALLED, TWO ADDITIONAL MHS INSTALLED.	\$78,639.26
11/30/18	13612 #A HARRIS RIDGE BLV	GRINDER PUMP PROBLEM. CONTACTED WWTS TO PUMP & CLEAN WET WELL.	\$908.60
11/16/18	NTWN LS2-TUDOR HOUSE	HAUL OFF SPOILS TO OFFICE	\$1,263.95
12/07/18	IN DISTRICT	HAULED OFF DEBRIS AFTER REPAIR	\$992.10
01/14/19	14720 LIPTON LN	BLOCKAGE IN DISTRIC LINE	\$776.13
02/14/19	13805 CEYLON TEA DR	SANITARY SYSTEM WORK COMPLETE	\$937.55
04/12/19	1213 SWEET LEAF LN	LINE CLEARING	\$1,503.30
04/10/19	IN DISTRICT	SANITARY SYSTEM WORK COMPLETE	\$1,105.00
05/06/19	IN DISTRICT	INSPECTED FOR INFLOW & INFILTRATION.	\$2,148.94
07/03/19	IN DISTRICT	RAISED MANHOLE SURVEY IN CREEK	\$3,165.91
07/30/19	IN DISTRICT	COORDINATION OF FM REPAIR AT DESSAU.	\$27,835.49
07/26/19	IN DISTRICT	TRAFFIC CONTROL FOR LANE. SHUT DOWNS NEEDED FOR WATER TRANSPORT	\$6,363.89
04/13/20	1106 OLYMPIC DRIVE	HAND MIXED 40 BAGS OF CONCRETE. PUT ORANGE FENCE AND SIGNS BACK UP. POURED CONCRETE.	\$2,231.81
04/15/20	IN DISTRICT	PERFORMED MANHOLE SURVEY	\$2,231.81
04/29/20	125 SEGOVIA WAY	BLOCKAGE IN DISTRICT LINE - FIXED.	\$2,231.81
05/27/20	14313 TEA CUP LN	EXCAVATED & REPAIRED SANITARY LINE.	\$2,231.81
06/04/20	14313 TEA CUP LN	CONCRETE WORK COMPLETED.	\$1,335.34
09/02/20	13702 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$5,929.54
01/15/21	13805 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE.	\$4,606.89
01/14/21	13801 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE.	\$3,607.51
02/05/21	13805 CEYLON TEA CIR	CONCRETE WORK COMPLETED	\$2,403.78
03/22/21	125 BLUE FLAX LN	EXCAVATED & REPAIRED SANITARY LINE.	\$2,669.66
03/31/21	13611 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$2,201.82
03/31/21	13611 CAMBOURNE DR	RAKED OUT DIRT AND PUT DOWN GRASS.	\$523.58
04/12/21	13806 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$3,357.11
05/20/21	13927 CONNER DOWNS DR	TELEVISED SEWER LINE.	\$959.39
05/13/21	13801 GREINERT DR	SANITARY SYSTEM WORK COMPLETE.	\$527.07
09/30/21	IN DISTRICT	EXCAVATED & REPAIRED SANITARY LINE. CONTRACTOR HIT DISTRICT LINE WHEN INSTALLING NEW DISTRICT LINE. WE MADE CUSTOMER PROBLEM - DISTRICT LINES CLEAR. SEWER DISTRICT SIDE IS BACKED UP. USED JETTER TO PUSH ROOT BLOCKAGE OUT. TELEVISED LINE.	\$7,511.18
01/25/22	15200 LANTERN DR	NEW FORCE MAIN - SANITARY SYSTEM WORK COMPLETE. INSTALLED 2" WET TAP FOR CONTRACTOR. SHUT OFF LIFT STATIONS AND ASSISTED CONTRACTOR WITH 5 TIE INS AND TRAFFIC CONTROL. OPENS ALL ARV'S AND PRESSURE TESTED THE REPAIR.	\$13,943.13
01/25/22	IN DISTRICT	EXCAVATED AND REPAIRED SANITARY LINE. DUG DOWN AND EXPOSED BROKEN SEWER PIPE. CUT OUT BROKEN PIPE AND REPLACED WITH NEW PARTS. BACKFILLED AND CLEANED SITE.	\$13,238.39
01/25/22	15200 LANTERN DR	CUSTOMER PROBLEM - DISTRIC LINES CLEAR. NO BACK UPS ON DISTRICT SIDE. JETTED FROM 6" CLEAN OUT TO MAIN. STILL FOUND MET WITH CONTRACTOR WALKTHROUGH PERFORMED WITH PITTS AND DISTRICT ENGINEERS OF NEW UTILITIES.	\$2,905.66
01/25/22	13918 MERSEYSIDE DR	CUSTOMER PROBLEM - DISTRICT LINES CLEAR. FOUND BOTH SERVICES BACKED UP ON ARRIVAL. TRIED TO JET OUT BOTH LINES. THEN USED AUGER TO CUT ROOTS FOUND IN LINE.	\$519.16
02/28/22	IN DISTRICT	EXCAVATED & REPAIRED SANITARY LINE. EXCAVATED 14 FT DEEP ON A 6 IN MAIN THAT WAS CRACKED AT THE WYE. CLEARED OUT ROOTS. BACKFILLED AND CLEANED SITE.	\$549.91
03/10/22	13802 CAMBOURNE DR	VACTOR TRUCK WORK-COMPLETED. USED VACTOR TO CLEAN LINES BETWEEN MANHOLES. 700 EAST WELLS BRANCH. NEW DISTRICT BLDG.	\$951.93
03/30/22	13802 CAMBOURNE DR		\$10,654.18
05/25/22	IN DISTRICT		\$793.46

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
WASTEWATER REPAIR LOG > \$500
MARCH 2023**

DATE	ADDRESS	PROBLEM	COST
05/25/22	IN DISTRICT	SANITARY SYSTEM WORK COMPLETE. SURVEYED MANHOLES; CHECKED CONDITION OF MANHOLES, CREEKS AND STORM PONDS. NO SIGNS OF I7I. REPLACED MISSING BOLTS AS NEEDED.	\$2,160.93
06/23/22	IN DISTRICT	CENTRAL MAINT WORK COMPLETED. RELOCATED UNUSED FORCE MAIN. MATERIAL AT THE OFFICE WITH HEAVY MACHINE. 40FT STICKS OF 16" PIPING.	\$2,926.91
10/05/22	13805 MERSEYSIDE DR	EXCAVATED & REPAIRED SANITARY LINE. WE EXPOSED SEWER LINE 5FT DOWN. HAVING TO CUT THE SIDEWALK OUT. MADE AND MADE OUR REPAIR TO THE LINE.	\$6,209.37
10/26/22	13805 MERSEYSIDE DR	CONCRETE WORK COMPLETED. REPLACED A CONCRETE PATCH FROM A PREVIOUS SEWER DIG. 5FT X 4 FT.	\$576.61
12/16/22	15013 HYSON CROSSING	VACTOR TRUCK WORK - COMPLETE. CLEANED OUT DISTRICT LINE. LINE WAS CLEARED.	\$1,305.28
12/15/22	15013 HYSON CROSSING	SEWER COMPLETELY BACKED UP. USED VACTOR TO JET THE LINE ONCE CLEARED WE TELEVISED THE LINE TO INSPECT. LINE WAS CLEAR.	\$1,095.37
12/15/22	14120 CEYLON TEA CIR	EXVAVATED & REPAIRED SANITARY LINE. DUG DOWN 6FT TO REACH WYE WITH FULL OF ROOTS MADE ENOUGH ROOM AND CUT OUT BAD PIPE AND REPAIRED BACKFILLED WITH GRAVEL AND CLEANED SITE.	\$3,153.82
01/11/23	14120 CEYLON TEA CIR	CUTOMER PROBEM-DISTRICT LINES CLEAR. TELEVISED LINE AND FOUND ROOTS, MARKED LOCATIONS OF INFILTRATION, WILL RETURN.	\$585.99
TOTAL FOR 2023			\$585.99
TOTAL FOR 2022			\$60,984.11
TOTAL FOR 2021			\$28,367.99
TOTAL FOR 2020			\$16,192.12
TOTAL FOR 2019			\$43,836.21
TOTAL FOR 2018			\$135,182.33

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
GENERAL MANAGER'S REPORT
WRITE-OFF LIST
Mar-23**

NAME:	Owner / Renter	Date Finaled	Write-Off	Deposit Applied
Gregg MacDonald Hansen	Renter	3/11/2023	\$ 258.39	\$ 300.00
Ann Marie Duron	Renter	3/7/2023	\$ 184.83	\$ 150.00
Gregg MacDonald Hansen	Renter	3/1/2023	\$ 206.10	\$ 300.00
Babatunde Tiamyu	Renter	3/10/2023	\$ 98.32	\$ 150.00
Nataisia Thompson	Owner	3/1/2023	\$ 93.67	\$ 450.00
Piedad Gomez	Renter	2/17/2023	\$ 166.56	\$ 200.00
Gumaro Gaona	Renter	3/9/2023	\$ 116.48	\$ 150.00
			\$ 1,124.35	

Approved by the Board of Directors at the meeting held on April 25, 2023.

_____ Date _____

_____ Date _____

_____ Date _____

**NORTHTOWN MUD
WRITE-OFFS
FISCAL YEAR TOTALS**

	2019/20	2020/21	2021/22	2022/23
OCTOBER				
WRITE-OFF	\$ 276.53	\$ 1,681.38	\$ 1,620.83	\$ 684.38
COLLECTED	\$ -	\$ -	\$ -	\$ -
NOVEMBER				
WRITE-OFF	\$ 684.32	\$ 1,810.70	\$ 3,140.46	\$ 633.24
COLLECTED	\$ -	\$ -	\$ -	\$ -
DECEMBER				
WRITE-OFF	\$ 1,400.21	\$ 677.34	\$ 80.62	\$ 294.65
COLLECTED	\$ -	\$ -	\$ -	
JANUARY				
WRITE-OFF	\$ 165.18	\$ 1,945.60	\$ -	\$ 374.77
COLLECTED	\$ -	\$ -	\$ -	\$ -
FEBRUARY				
WRITE-OFF	\$ 79.55	\$ 898.79	\$ 697.86	\$ 319.31
COLLECTED	\$ -	\$ -	\$ -	\$ -
MARCH				
WRITE-OFF	\$ 493.52	\$ -	\$ -	\$ 1,124.35
COLLECTED	\$ -	\$ -	\$ -	\$ -
APRIL				
WRITE-OFF	\$ 347.84	\$ -	\$ 156.90	
COLLECTED	\$ -	\$ -	\$ -	
MAY				
WRITE-OFF	\$ 118.38	\$ 5,502.46	\$ 1,070.12	
COLLECTED	\$ -	\$ -		
JUNE				
WRITE-OFF	\$ -	\$ 1,130.42	\$ 732.92	
COLLECTED	\$ -	\$ -	\$ -	\$ -
JULY				
WRITE-OFF	\$ 1,534.99	\$ 6,413.65	\$ 294.08	
COLLECTED	\$ -	\$ -	\$ -	\$ -
AUGUST				
WRITE-OFF	\$ 1,534.99	\$ 2,420.24	\$ 1,739.84	
COLLECTED	\$ -	\$ -	\$ -	\$ -
SEPTEMBER				
WRITE-OFF	\$ 837.99	\$ 226.38	\$ 613.52	
COLLECTED	\$ -	\$ -	\$ -	
TOTAL COLLECTIONS:	\$ 7,473.50	\$ 21,606.96	\$ 10,047.15	\$ 3,430.70
TOTAL COLLECTED:	\$ -	\$ -	\$ -	\$ -

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Erin E. Chancellor, *Interim Executive Director*



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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 30, 2023

BRENDA RICHTER, PRESIDENT
NORTHTOWN MUD
100 CONGRESS AVE STE 1300
AUSTIN, TX 78701-2744

**SUBJECT: Revised Total Coliform Rule - Level 1 Assessment
Corrective Action Report and Plan - No Sanitary Defects Identified
NORTHTOWN MUD - PWS ID NO. 2270264
TRAVIS County, TX**

**This letter contains important information about compliance requirements
for your public water system.**

Attention: Public Water System Owner/Manager/Operator

The Texas Commission on Environmental Quality (TCEQ) has reviewed the Level 1 Assessment and associated documents triggered on December 15, 2022 and required to be submitted to TCEQ by January 20, 2023. The TCEQ has reviewed the assessment against the requirements of 30 Texas Administrative Code (TAC) §290.109(c)(3) and determined it to be complete.

NORTHTOWN MUD, public water system (PWS) ID NO. 2270264, should review the attached Corrective Action Report and Plan (CARP) and work to resolve the additional corrective action(s) and/or best management practice(s) before the next Comprehensive Compliance Investigation (CCI). The Level 1 Assessment did not identify any sanitary defects at your PWS. At this time your PWS is not required to submit any additional information about this assessment. Please refer to the attached CARP for additional details.

The TCEQ records have the above contact information as the primary contact for this PWS. If this information is incorrect, please fill out a Core Data Form and send to TCEQ within 10 days of receipt of this letter. The form and instructions are available at https://www.tceq.texas.gov/permitting/central_registry/guidance.html. Completed forms can be emailed or mailed to the TCEQ Drinking Water Inventory and Protection Team at:

TCEQ Drinking Water Inventory and Protection Team
Attn: Inventory MC-155
PO Box 13087
Austin, TX 78711-3087

PWSInven@tceq.texas.gov

BRENDA RICHTER, PRESIDENT
NORTHTOWN MUD - PWS ID NO. TX2270264
Page 2
March 30, 2023

Public water systems in Texas can receive free, on-site help with financial, managerial, and technical topics. The TCEQ's Financial, Managerial, and Technical (FMT) Assistance Program uses qualified contractors to assist public water systems with TCEQ rules, avoiding rule compliance violations, achieving adequate disinfection, and submitting operating reports. Additional or follow up on-site FMT assistance may be requested any time and at no cost to the system. Please email FMT@tceq.texas.gov or call (512) 239-4691 and ask to speak to an FMT coordinator for more information, including a list of available assistance topics, or to request FMT assistance.

To view the PWS's information and coliform monitoring data, visit Texas Drinking Water Watch at <https://www.tceq.texas.gov/goto/dww>. If you have any questions or need further information please contact a member of the RTCR program at (512) 239-4691 or TCRData@tceq.texas.gov.

Please note that the PWS must include the required information related to the Level 1 Assessment in the Consumer Confidence Report in accordance with 30 TAC §290.272(g).

Sincerely,



Michele Risko, Manager
Drinking Water Standards Section
Water Supply Division
Texas Commission on Environmental Quality

MR/av

Enclosure: Corrective Action Report and Plan

cc: TCEQ Region 11
JAMES WILLS, 2601 FOREST CREEK DR, ROUND ROCK TX 78665-1232

Revised Total Coliform Rule Level 1 Assessment Corrective Action Report and Plan

Regulated Entity Name: Northtown MUD	PWS ID: 2270264	Assessment Trigger Date: December 15, 2022
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Additional Corrective Actions (no submittal required)			
No.	<i>During the system's next CCI, the TCEQ Regional Investigator may review all documentation demonstrating compliance with the corrective actions identified in this table. If the investigator deems the information to be insufficient, an alleged violation may be issued for each insufficient corrective action.</i>		
1	<p>Revised Total Coliform Rule Sample Siting Plan (SSP)</p> <p>During the assessment, it was determined that the system needs to update their SSP as required by 30 TAC §290.109(d)(6). The system noted two of the listed routine sample sites have been replaced, but did not remove the sites from the SSP. The system should update the SSP, removing the replaced routine sites, and identifying more than one upstream and downstream repeat site per routine site. In addition, the system did not provide an SSP map for review with the Level 1 Assessment.</p> <p>The system should update the SSP and SSP map to include all criteria listed below. The TCEQ SSP template and SSP map requirements can be found at https://www.tceq.texas.gov/drinkingwater/revised-total-coliform-rule in section Planning and Scheduling Coliform Monitoring – Sample Siting Plan.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>The SSP must include the following.</p> <ul style="list-style-type: none"> • The location of all routine and repeat microbial sites • Sample collection schedule • All ground water sources • Additional SOPs, if applicable </td> <td style="width: 50%; vertical-align: top;"> <p>The SSP Map must include the following</p> <ul style="list-style-type: none"> • Service area boundaries • Pressure plane boundaries • Distribution system valves and mains • The location of all routine microbial sites • Water main sizes • Entry point source locations • Water storage facilities </td> </tr> </table>	<p>The SSP must include the following.</p> <ul style="list-style-type: none"> • The location of all routine and repeat microbial sites • Sample collection schedule • All ground water sources • Additional SOPs, if applicable 	<p>The SSP Map must include the following</p> <ul style="list-style-type: none"> • Service area boundaries • Pressure plane boundaries • Distribution system valves and mains • The location of all routine microbial sites • Water main sizes • Entry point source locations • Water storage facilities
<p>The SSP must include the following.</p> <ul style="list-style-type: none"> • The location of all routine and repeat microbial sites • Sample collection schedule • All ground water sources • Additional SOPs, if applicable 	<p>The SSP Map must include the following</p> <ul style="list-style-type: none"> • Service area boundaries • Pressure plane boundaries • Distribution system valves and mains • The location of all routine microbial sites • Water main sizes • Entry point source locations • Water storage facilities 		
2	<p>Distribution Compliance Monitoring</p> <p>During the assessment, it was determined that the system's disinfectant residuals are not monitored in the distribution system at least once per day as required by 30 TAC §290.110(c)(4)(B). The system did not monitor on the following 2022 dates: November 29 and 30; December 6, 7, 15, and 27 through 31.</p> <p>Public water systems that serve at least 250 connections or at least 750 people daily and use only groundwater or purchased water sources must monitor the disinfectant residual at representative locations in the distribution system at least once per day. Please note that systems are required to maintain disinfectant residual monitoring results for at least three years, as per 30 TAC §290.46(f)(3)(B)(iii). These are separate records from results of microbiological analyses which are required to be maintained for five years, as per 30 TAC §290.46(f)(3)(D)(i).</p>		

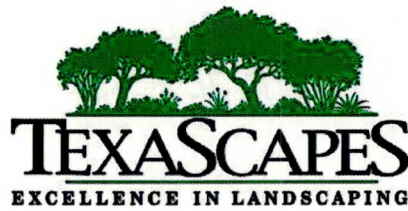
Best Management Practices (no submittal required)

No.	<i>Description of recommended best management practices.</i>
1	<p>Microbial Sample Collection Standard Operating Procedure (SOP)</p> <p>During the assessment, it was determined that the system is not following the correct sample procedures. The system noted the sample tap was not disinfected before sample collection and the system's operators had been retrained on proper sampling procedures. During the assessment review, it was noted the SOP is missing information regarding acceptable disinfectant residual levels and inclement weather protocols.</p> <p>The system should use the TCEQ's Microbial Sample Collection Example SOP to revise the written SOP and at a minimum include:</p> <ul style="list-style-type: none"> • Acceptable disinfectant residual levels • Adequate flushing times • Attachment removal • Inclement weather protocols • Proper disinfection of the sample tap • Guidance on filling out the Microbial Reporting Form <p>The TCEQ Microbial Sample Collection Example SOP can be found at https://www.tceq.texas.gov/downloads/drinking-water/microbial/microbial-sample-collection-example-sop.pdf.</p>
2	<p>Microbial Sample Sites</p> <p>During the assessment, the system noted the sample tap has an attachment that was not removed before sample collection. The system should select sample sites that can be thoroughly disinfected and do not have attachments that can harbor bacteria. The system should evaluate its microbial sample locations to ensure they meet the criteria below.</p> <ul style="list-style-type: none"> • Clean, well-maintained taps and sample lines. • Samples should not be collected from plumbing inside of a home: for example, kitchen sink, bathroom faucet, etc. If it is necessary to select sample sites inside a building, the system should select those least likely to be contaminated: for example, a sink outside of a bathroom or kitchen. • Sample tap can be disinfected with a flame or bleach solution. • Free from any attachments such as a water hose, water softener, aerator, etc. • Free from any point of use devices installed upstream of sample tap. • Sample taps should be free from excessive vegetation, and if possible, at least 18 inches above the surface of the ground so it is unlikely to be submerged. • Located in an area that is free from septic irrigation facilities, free from livestock, and free from animals that could defecate or urinate on or in the immediate area. • Located in areas that do not harbor vermin. • Used frequently enough that stagnant water in the premise's plumbing will not impact sample results. • Sample taps should not be located at or near dead end mains if possible. <p>If a sample site is changed the system will need to update the Sample Siting Plan. If the system needs assistance selecting microbial sample locations, they should contact the RTRC program at (512) 239-4691 or TCRData@tceq.texas.gov.</p>

3

Quality of Purchase Water

Water systems should ensure they build a working relationship with the entity they purchase their water from. If the purchase water system has a concern about the water quality, those concerns should be communicated to the water provider. Both systems should work together to ensure the best water quality possible to their customers.



MONTHLY REPORT

Northtown M.U.D.

Report Period: 03/01/2023 - 03/31/2023

Parks & Entrance Grounds Maintenance

The park areas, entrances, medians, and/or easements received regular maintenance (including weed control, litter control, mowing, string-trimming, tree trimming, and shrub pruning) on the following dates:



3/7 – 3/8

3/14 – 3/15

3/21 – 3/22

3/28 – 3/29

Task/Observation/Area Highlights of services performed during regular maintenance

After completing the standard maintenance tasks such as mowing & string-trimming of the District's irrigated turf areas, crews also finished the seasonal cutbacks of perennial plants where needed. In addition, crews spot-treated fire ant mounds where observed throughout the District's property and also picked up an excessive amount of dropped leaves a& fallen tree limbs as well. Finally, crews performed our annual *Ladybug Release* within the District's properties.

Greenbelt & Drainage Maintenance

Greenbelt & Drainage maintenance occurred during the week(s) of:

03/09/2023

Task/Observation/Area: Additional services/observations pertaining to the greenbelts & drainage

After completing the standard maintenance tasks such as mowing & string-trimming of the District's channels and greenbelts, crews also collected/removed approximately 10-cu. ft. of trash/litter from within these same channels and greenbelts located within the District.



Trail System Maintenance

3/7 – 3/8

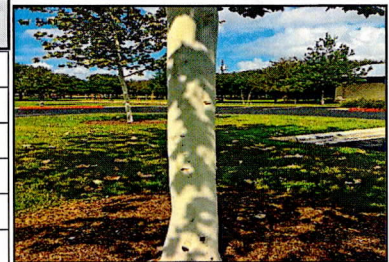
3/14 – 3/15

3/21 – 3/22

3/28 – 3/29

Task/Observation/Area Additional services/observations pertaining to the trail system

Crews completed the standard maintenance tasks such as mowing & string-trimming of the District's entire trail system, as well as performing weed control in areas where needed within the District's trails. Finally, crews also raked out any rough areas they observed within the District's trail system as a way of achieving a smoother, neater overall appearance to the District's trails.



Irrigation System Maintenance

3/7 – 3/8

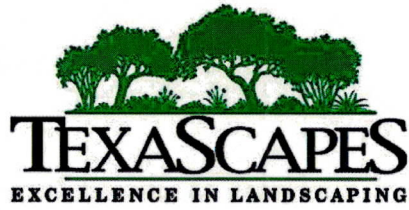
3/14 – 3/15

3/21 – 3/22

3/28 – 3/29

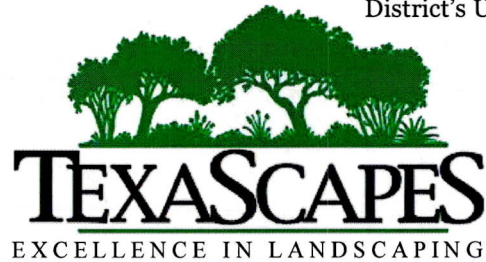
Task/Observation/Area: Additional services/observations pertaining to the irrigation system

A Licensed Irrigator performed a comprehensive irrigation system analysis and he made any subsequent repairs totaling less than the pre-approved \$300 maximum while he was still on the District's property.



Status of Proposal Work	
Proposal # 10013 – NT MS4 #14 Gaston Sheldon Pond – Wet Pond Maintenance 2022	- Pending/In-progress
Proposal # 10132 - Landscape/Irr: New Office Entry Planters	- Approved 3/5/23

Notes / Miscellaneous



TEXASCAPES, INC.
13740 Research Blvd Ste J7
Austin, TX 78750

512-472-0207
(fax) 512-472-0229
www.texascapes.com

PROPOSAL FOR LANDSCAPE SERVICES

17-Apr-23

TO: NORTH TOWN Municipal Utility District
 ATTN: Mona Oliver, District Manager
 P.O. Box 2405
 Pflugerville TX 78691-2405

PROPOSAL ID: 10187
HM PHONE:
WK PHONE: 512-716-0759
FAX:

PROJECT: PARK SPORTS FIELDS ANNUAL REPAIRS & TOPDRESSING

It is time to schedule the annual summer seasonal work on the two District Soccer Fields. This proposal includes the supervision, equipment, labor and materials as listed below and needed to perform the following sports field renovation services: (1) Locate and flag all irrigation heads and valves on or immediately adjacent to each sport field. (2) Hand cultivate the smaller highly compacted areas and add topsoil to any depressions. (3) Topdress using an organic compost topdressing mix that is applied with professional topdressing equipment. (4) Overseed bare and thin areas with coated bermudagrass seed. (5) Apply a slow release balanced fertilizer. (6) special fire ant control application (7) Coordinate with Mona Oliver to close the fields to use for 4 to 6 weeks, while we irrigate as needed, monitor, and preform mowing practices to promote germination of the new seed and healthy regrowth of the existing turfgrass. (8) If the Board desires to have this work scheduled for this summer, please return an executed copy of this proposal to our office.

DESCRIPTION	QTY	UM
LABOR, LANDSCAPE CREW EQUIPPED	1	LT
ATHLETIC FIELD SOIL MIX	2	
1/4" SCREENED ORGANIC COMPOST	36	YDS.
TEXASCAPES TRUF NITROGEN 21-0-0-22S	22	50# BAG
COATED BERMUDAGRASS SEED	200	LBS
TOP CHOICE FIRE ANT PRODUCT BROADCAST APPLIED	6	50

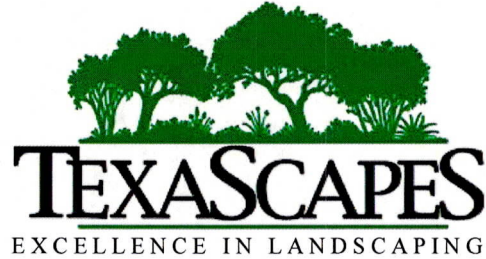
Phone 512-472-0207 • Fax 512-472-0229
 www.texascapes.com



13740 Research Blvd., Suite J-7
 Austin, Texas 78750

Founded with Integrity. A Proud Texas Corporation Since 1985.

EXHIBIT G



5. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, *Texas Government Code*.

Respectfully Submitted,

Richard Fadal, President

This proposal expires on: 17-May-23

District:

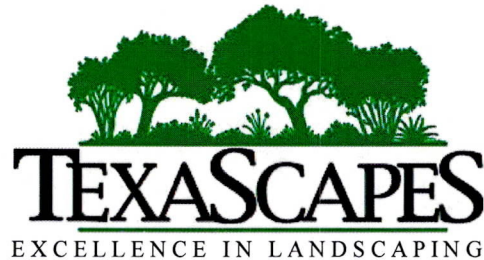
Northtown Municipal Utility District

By:

Brenda Richter, President

Date: April 25, 2023





SUBTOTAL	\$12,093.80
SALES TAX	\$0.00
TOTAL	\$12,093.80

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached proposal (the "Contract") between **TexasScapes, Inc.** ("Contractor") and **Northtown Municipal Utility District** (the "District"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. Interested Parties. Contractor acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Contractor confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the Contractor executes and submits the Contract to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Contractor's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. Conflicts of Interest. Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor.

4. Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "Subchapter F"), Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described within Subchapter F and posted on the Comptroller's internet website at:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor.

Phone 512-472-0207 • Fax 512-472-0229
www.texasclapes.com



13740 Research Blvd., Suite J-7
 Austin, Texas 78750

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
TexaScapes, Inc.
Austin, TX United States

Certificate Number:
2023-1008052

Date Filed:
04/17/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Northtown Municipal Utility District

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
04252023-7
Park Sports Fields Annual Repairs & Topdressing - Proposal 10187

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fadal, Richard	Georgetown, TX United States	X	
	Fadal, Jennifer	Georgetown, TX United States	X	
	Grissom, Doug	Leander, TX United States		X

5 Check only if there is NO Interested Party.

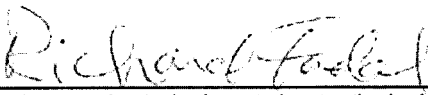
6 UNSWORN DECLARATION

My name is Richard Fadal, and my date of birth is 10/21/1952.

My address is 13740 Research Blvd., Suite J-7, Austin, TX, 78750, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 17th day of April, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

TexaScapes, Inc.
 Austin, TX United States

Certificate Number:
 2023-1008052

Date Filed:
 04/17/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Northtown Municipal Utility District

Date Acknowledged:
 04/17/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

04252023-7
 Park Sports Fields Annual Repairs & Topdressing - Proposal 10187

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fadal, Richard	Georgetown, TX United States	X	
	Fadal, Jennifer	Georgetown, TX United States	X	
	Grissom, Doug	Leander, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

NORTHTOWN MUD

MAINTENANCE MONTHLY REPORT March 19, 2023 – April 14, 2023

- Weekly general cleaning at office, pavilion, parks and ponds.
 - Removed and posted next meeting agenda.
 - Posted next monthly board meeting date on entry signs.
 - Changed out memory cards and replaced batteries as needed in game cameras.
 - Assisted with covenant inspections and general administration.
 - Flushed well valves weekly as preventative maintenance recommended by CTWM.
 - Removed 11 bandit signs throughout the district and flyers posted around district.
 - Cleaned out all water fountains & checked for loose bolts on all picnic benches, tables and playscapes.
 - Cut down and disposed of fallen trees and various limbs throughout park system after wind events.
 - Removed various debris from district creeks and ponds.
 - Cleaned and sharpened all chainsaw chains several times and made required repairs.
 - Performed preventive maintenance on all motorized equipment.
 - Monitored Wildflower well status and entered data in log.
 - Washed all shop rags, Ford F150 and ATV's.
 - Stocked wood pile for free disbursement in 50 Acre Park and WildFlower Park.
 - Made minor granite trail repairs due to rain.
 - Continue raising canopy in various park areas to maintain an open line of sight.
 - Picked up and disposed of dumped debris on various alleys & roadways in the District.
 - Continue cutting down dead trees marked for removal.
 - Closed and opened Dog Park during rainfall.
 - Working on cutting down dangerous trees and limbs due to ice storm. Processing and taking to roll off dumpster at the WildFlower parking lot. *(closed item)*
-
- Scheduled 60 day inspection walk-through with Stream Realty for April 27th. *(open item)*
 - Scheduled HVAC system inspection and report for May 1st, as required per office lease agreement. *(open item)*
 - Scheduled office moving company for May 10th. *(open item)*
 - Working with district architect regarding A.D.A. inspections for all new pavilions, trails and district office. *(open item)*
 - Ordered and paid for new logo sign delivery and installation for new office lobby. *(open item)*
 - Working with district engineer to review & update values for TML Property Schedule. Also added new property and assets that will be transferred to the District soon. *(open item)*
 - Working with TML representative for upcoming Employee Healthcare Renewal. *(open item)*
 - Purchased mini split for WildFlower pavilion due to contractor markup.
STR- \$10,000.00 vs NT- \$950.00 NT MUD staff will install. *(open item)*
 - Gave tree disposal flyer to Crossroads to insert in the water bill per committee. *(closed item)*
 - Alterman identified additional issue with well #1. Waiting on quote. *(open item)*
 - Working with TCSO Coordinator regarding a parking concern in The Lakes due to resident complaints.
 - Attend new facility construction meetings on site every 1st & 3rd Tuesday of the month.
 - Requested the TCSO deputies hired by NT MUD keep an eye out four wheelers using the parks and trails in the evenings and weekends on 3/22/22. *(on going)*
 - Take supplies to restocking staging area in pavilion for workers, to maintain social distancing & limit exposure.
 - Working with New Facility Construction subcommittee and various consultants regarding future office, pavilions and equipment projects. *(in progress)*

Northtown MUD

NEW VIOLATIONS SENT A COURTESY CARD						
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
monitor	14920 Antique Finish	2/26/2023	N			Semi is not permitted in district
	13721 Cambourne	3/29/2023	N			Lawn is overgrown and in need of maintenance
monitor - black Mazda LP# RTG 1979	14804 Earl Grey	3/20/2023	N			Derelict vehicle w/on jacks parked in view
monitor	1312 Ginger Spice	2/26/2023	N			Trailer parked in view of street and residents
black crossover	14912 Lantern	4/5/2023	N			Derelict vehicle w/no registration parked in view
	15127 Lantern	4/11/2023	N			Bulky; Various debris must be stored out of view
	15201 Lantern	4/11/2023	N			Bulky; Various debris must be stored out of view
	15205 Lantern	4/11/2023	N			Bulky; Various debris must be stored out of view
	15208 Lantern	4/11/2023	N			Bulky; Various debris must be stored out of view
	901 Melted Candle	3/29/2023	N			Lawn is overgrown and in need of maintenance
	920 Melted Candle	3/29/2023	N			Bulky; Various debris must be stored out of view
	921 Melted Candle	3/29/2023	N			Bulky; Various debris must be stored out of view
	13620 Merseyside	4/5/2023	N			Bulky; Various debris must be stored out of view
white Chevy Tahoe	13800 Merseyside	4/5/2023	N			Derelict vehicle w/flat tire parked in view
	13908 Merseyside	4/5/2023	N			Lawn is overgrown and in need of maintenance
	14008 Merseyside	3/29/2023	N			Garage door needs repair
	14014 Merseyside	3/29/2023	N			Bulky; Various debris must be stored out of view
	1308 Peppermint	4/5/2023	N			Lawn is overgrown and in need of maintenance
	1320 Peppermint	4/5/2023	N			Bulky; Various debris must be stored out of view
	15108 Plowshare	3/29/2023	N			Lawn is overgrown and in need of maintenance
	15225 Rosehip	4/11/2023	N			Camper/trailer parked in view
monitor	812 Tapestry	3/20/2023	N			Trailer parked in view of street and residents
	804 Twisted Fence	4/11/2023	N			Bulky; Various debris must be stored out of view
	824 Twisted Fence	3/3/2023	N	Ext 4/20/23		Camper/trailer parked in view
CONTINUING VIOLATIONS SENT A LETTER						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	13900 Ceylon Tea	3/20/2023	Y			Lawn is overgrown and in need of maintenance
	14513 Dreamtime	2/7/2023	Y			Fence/gate is in a state of disrepair
red	1000 Friendship Quilt	2/16/2023	Y	Ext. 4/15/23		Trailer parked in view of street and residents
red Hyundai Elantra no LP#	15008 Plowshare	3/3/2023	Y			1. Derelict vehicle w/flat tires & unregistered in view

Northtown MUD

	15208 Rosehip	3/10/2023	Y			Bulky; Various debris must be stored out of view
	804 Tapestry	2/26/2023	Y			Trailer parked in view of street and residents
white Buick No LP	1204 Tea Leaf	3/20/2023	Y			1. Derelict vehicle w/unregistered in view
CONTINUING VIOLATIONS SENT TO LEGAL						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	811 Burnsall Gates	1/23/2021	Y	Same	4/20/2021	Bulky; Various debris must be stored out of view
	802 Dawlish	4/26/2022	Y	Same	6/28/2022	1. Fence/gate is in disrepair 2, Debris in view
	14717 Hyson Crossing	2/14/2023	Y	Same	3/20/2023	1. Bulky debris in view 2. Fence/gate is in disrepair
	13725 Lampting	2/16/2023	Y	Same	4/7/2023	Bulky; Various debris must be stored out of view
black Honda Accord	13902 Lothian	11/19/2020	Y	Same	1/22/2021	1. Derelict vehicle w/flat tires parked in view 2, Lawn
	13916 Maricella	12/13/2022	Y	Same	1/7/2023	Bulky; Various debris must be stored out of view
	14025 Maricella	1/27/2020	Y	Repeat CV	6/12/2020	Various debris must be stored out of view
	13726 Merseyside	7/29/2021	Y	Same	11/2/2021	Various debris must be stored out of view
monitor	1324 Peppermint	11/12/2022	Y	Same	12/27/2022	1. Trailer parked in view
white Ford truck no LP	909 Rocking Spur	12/30/2022	Y	Same	3/1/2023	Derelict vehicle on jacks parked in view
	15015 Saddlegirth	1/16/2023	Y	Same	3/14/2023	1. Bulky debris in view 2. Trash can in view
monitor	1209 Tudor House	1/9/2023	Y	Same	4/7/2023	Trailer parked in view of street and residents
monitor	1209 Tudor House	10/8/2019	Y	Same	11/19/2019	Derelict vehicle w/ exp registration & no plates parked in
RESOLVED						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	10 DAY CHECK	ATTORNEY	VIOLATION
	908 Battenburg	3/10/2023	N			Bulky; Various debris must be stored out of view
	13906 Cambourne	3/3/2023	N			Bulky; Various debris must be stored out of view
Rosehip	1201 Coronation Way	2/7/2023	N			Semi is not permitted in district
	1217 Coronation	3/3/2023	N			Various debris in view of street
	1109 Darjeeling	3/10/2023	N			Bulky; Various debris must be stored out of view
	1609 Darjeeling	3/10/2023	N			Bulky; Various debris must be stored out of view
	1616 Darjeeling	3/10/2023	N			Bulky; Various debris must be stored out of view
	803 Dawlish	7/9/2021	Y			A/C unit in view from street
	808 Flatters	2/7/2023	Y			Bulky; Various debris must be stored out of view
	816 Flatters	3/3/2023	N			Bulky; Various debris must be stored out of view
	904 Flatters	3/3/2023	N			Bulky; Various debris must be stored out of view

Northtown MUD

	13800 Greinert	3/8/2023	N			Semi is not permitted in district
	15209 Lantern	3/10/2023	N			Trailer parked in view of street and residents
green Buick temp tag	13622 Merseyside	3/10/2023	N			Derelict vehicle w/on jacks parked in view
monitor	1210 Olympic	12/5/2022	Y			Trailer parked in view of street and residents
monitor	15201 Rosehip	1/30/2023	N			Semi truck parked in view
monitor LP# 824 08iJ	920 Smoothing Iron	1/16/2023	N			Trailer parked in view of street and residents
	1204 Tea Leaf	3/20/2023	Y			2. Debris in view
	932 Twisted Fence	1/16/2023	Y	Same	3/14/2023	Bulky; Various debris must be stored out of view
monitor	15109 Valerian Tea	2/7/2023	N			Trailer parked in view of street and residents

WildFlower

VIOLATIONS SENT A COURTESY REMINDER						
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	114 Blue Flax	3/23/2023	N			Lawn overgrown and in need of maintenance
	133 Blue Flax	4/1/2023	N			Lawn overgrown and in need of maintenance
	13800 Golden Flax	4/1/2023	N			Mow back area by parking pad
	13812 Golden Flax	4/8/2023	N			Lawn overgrown and in need of maintenance
	13908 Golden Flax	4/1/2023	N			1. Lawn overgrown 2. Mow back area by parking pad
	14026 Golden Flax	4/8/2023	N			Rear bulky debris in view
	106 Mist Flower	4/13/2023	N			Rear fence/gate is in a state of disrepair
	132 Segovia	3/23/2023	N			Rear various debris in view
	137 Segovia	4/8/2023	N			1. Rear trailer parked in view of residents 2. Mow back
	141 Segovia	4/8/2023	N			Mow back area by parking pad
	144 Segovia	3/23/2023	N			Mow back area by parking pad
	177 Segovia	4/1/2023	N			Lawn overgrown and in need of maintenance
	217 Segovia	4/13/2023	N			Front bulky debris in view
	13723 Spring Heath	4/13/2023	N			Front bulky debris in view
	13803 Spring Heath	4/13/2023	N			Lawn overgrown and in need of maintenance
	13805 Spring Heath	4/13/2023	N			Lawn overgrown and in need of maintenance
	13812 Spring Heath	4/8/2023	N			Mow back area by parking pad
	220 Wild Senna	3/23/2023	N			Rear various debris in view
	223 Wild Senna	3/23/2023	N			1. Rear trailer parked in view of residents 2. Mow back
	308 Wild Senna	4/8/2023	N			Lawn overgrown and in need of maintenance
	317 Wild Senna	4/1/2023	N			Lawn overgrown and in need of maintenance
VIOLATIONS SENT A LETTER						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	118 Mist Flower	3/9/2023	Y			Rear bulky debris in view
	122 Star Flower	3/16/2023	Y			Mow back area by parking pad
	129 Wild Senna	3/16/2023	Y			Lawn overgrown and in need of maintenance
black GMC Envoy LP# BSK 0302	228 Wild Senna	2/17/2023	Y	Ext 4/24/23		Rear; Derelict vehicle w/ on jacks parked in view
	231 Wild Senna	3/9/2023	Y			Rear bulky debris in view
	110 Wild Senna West	2/17/2023	Y			Front fence/gate is in a state of disrepair
CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY						

WildFlower

NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	114 Blue Flax	2/11/2023	Y	Same	3/31/2023	Rear fence/gate is in a state of disrepair
	105 Segovia	6/8/2020	Y	Same	8/7/2020	1. Lawn overgrown 2. Mow back area by parking pad 3. Rear fence disrepair
	113 Segovia	10/29/2021	Y	Same	12/27/2021	1. Lawn overgrown 2. Fence/gate disrepair 3. Debris in view 4. Trash cans in view
	127 Star Flower	9/18/2020	Y	Same	5/13/2021	Garage / shed disrepair
	317 Wild Senna	10/6/2022	Y	Same	12/2/2022	1. Rear bulky debris in view 2, Trash cans in view
	214 Wild Senna West	8/11/2020	Y	Same	10/2/2020	1. Front fence/gate disrepair 2. Lawn maintenance
blue Dodge Nitro LP# NJX 912	214 Wild Senna West	11/18/2019	Y	Same	1/3/2020	1. Derelict vehicle w/flat tire parked in view
RESOLVED						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK		VIOLATION
	126 Blue Flax	3/16/2023	N			1. Rear fence/gate disrepair 2. Front fence/gate disrepair
	13901 Golden Flax	2/26/2023	N			Front bulky debris in view
	13812 Golden Flax	2/26/2023	Y			Rear bulky debris in view
black Honda LP# RHS 5807	13901 Golden Flax	11/14/2022	Y	Same	1/13/2023	Derelict vehicle w/flat tire & on jacks parked in view
	13913 Golden Flax	3/16/2023	N			Mow back area by parking pad
says fine	125 Segovia	2/17/2023	Y			1. Rear fence/gate is in disrepair 2. Rear debris in view
	13714 Spring Heath	2/11/2023	Y			Rear various debris in view
	13815 Spring Heath	3/9/2023	N			1. Lawn overgrown 2. Front bulky debris in view
	13832 Spring Heath	3/16/2023	N			Mow back area by parking pad
	107 Star Flower	2/17/2023	Y			Rear fence/gate is in a state of disrepair
	115 Star Flower	2/26/2023	N			Rear various debris in view
	119 Star Flower	2/26/2023	Y			Lawn overgrown and in need of maintenance
	133 Wild Senna	3/16/2023	N			Lawn overgrown and in need of maintenance
	216 Wild Senna	3/9/2023	N			Front bulky debris in view
	227 Wild Senna	3/9/2023	N			Rear bulky debris in view
	300 Wild Senna	3/9/2023	N			Front bulky debris in view

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS – APRIL 2023**

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	Repeat Violation Letter	Suit Filed	Status
1209 Tudor House	Derelict vehicle – unregistered	10/28/2019	11/22/2019	2/3/2020			Deadline for NOIL compliance is as of 02/18/2020
14025 Maricella Lane	Debris in view	3/6/2020	6/23/2020	1/20/2021			Deadline for NOIL compliance is as of 02/04/2021
13902 Lothian Drive	Derelict vehicle, lawn in need of maintenance	12/14/2020	2/25/2021	3/23/2021	5/20/2021		Deadline for compliance of Special Final Notice is 06/04/2021
811 Burnsall Gates Drive	Debris in view	3/24/2021	5/18/2021	6/22/2021	7/13/2021		Deadline for compliance of Special Notice is 07/28/2021

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS – APRIL 2023**

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	Repeat Violation Letter	Suit Filed	Contempt Letter	Status
214 Wild Senna	Derelict vehicle – unregistered, flat tire	12/11/2019	1/3/2020	2/5/2020	3/18/2020			Deadline for Special Final Notice is as of 04/02/2020
214 Wild Senna Drive West	Fence in disrepair, lawn in need of maintenance	9/15/2020	10/26/2020					Deadline for compliance is as of 11/10/2020
13726 Merseyside Drive	Debris in view	9/28/2021	11/3/2021	12/1/2021	1/7/2022			Deadline for compliance for Special Final Notice is as of 01/21/2011
113 Segovia Way	Fence in disrepair, lawn in need of maintenance, debris in view	11/17/2021	12/28/2021	1/31/2022	2/23/2022			Deadline for compliance for Special Final Notice is as of 03/09/2022
802 Dawlish Drive	Debris in view; fence/ gate in disrepair	5/26/2022	6/28/2022	7/28/2022 8/30/2022				Deadline for compliance for Special Final Notice is as of 10/11/2022
317 Wild Senna Drive	Debris in view, garbage cans in view	11/9/202	12/7/2022	1/23/2023				Deadline for compliance for Special Final Notice is as of 3/8/2023

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS – APRIL 2023**

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	Repeat Violation Letter	Suit Filed	Contempt Letter	Status
1324 Peppermint Trail	Trailer in view	4/7/2021	5/24/2021	8/20/2021 1/24/2023	12/28/2022			Deadline for compliance for SECOND Special Final Notice is as of 4/20/2023
13916 Maricella Lane	Debris in view	1/6/2023	2/8/2023	3/21/2023				Deadline for compliance is as of 4/4/2023
909 Rocking Spur Cove	Derelict and unregistered vehicle	1/23/2023	3/2/2023	4/6/2023				Deadline for compliance is as of 4/21/2023
15015 Saddlegirth Lane	Debris in view, garbage cans in view	2/13/2023	3/15/2023	4/10/2023				Deadline for compliance is as of 4/25/2023
14717 Hyson Crossing	Fence in disrepair, lawn in need of maintenance	2/24/2023	3/21/2023	4/10/2023				Deadline for compliance is as of 4/25/2023
114 Blue Flax Lane	Fence in disrepair	3/6/2023	4/3/2023					Deadline for compliance is as of 4/18/2023
13275 Lampting Drive	Debris in view, garbage cans in view	3/20/2023	4/10/2023					Deadline for compliance is as of 4/25/2023

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS – APRIL 2023**

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	Repeat Violation Letter	Suit Filed	Contempt Letter	Status
1209 Tudor House Road	Trailer in view	2/7/2023	4/10/2023					Deadline for compliance is as of 4/25/2023

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS LAWSUITS – APRIL 2023**

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	Repeat Violation Letter	Suit Filed	Status
127 Star Flower Way	Exterior Maintenance – Garage in Disrepair	4/5/2021	5/20/2021	6/16/2021	7/14/2021	1/20/2022	Law Suit approved by subcommittee on 01/18/2022. Suit filed on 01/20/2022.
105 Segovia Way	Lawn in need of maintenance, fence in disrepair	7/16/2020	8/26/2020	10/28/2020	12/10/2020	1/20/2022	Law Suit approved by subcommittee on 01/18/2022. Suit filed on 01/20/2022.

District Manager Monthly Expense Approvals

\$2000.00 per month - Approval by BOD 2-23-16

Emergency \$2000.00 per month w/1 director notified - Approved by BOD 4-28-15

<i>OFFICE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
3/7/23	HP ink (2)	Restock	\$80.23
3/27/23	Napkins, forks	Restock	\$24.89
	Subtotal		<u>\$105.12</u>
<i>PARKS & MAINTENANCE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
3/7/23	Dog Leash signs (6), ATV tires (2)		\$323.88
3/9/23	Chain saw bars (2), chain saw chains (2)	Replace	\$83.96
3/9/23	Truck inspection & registration	Annual renewal for F150	\$28.75
3/10/22	Lopper/pruner, batteries, wiper fluid, trash bags (3 bxs), liquid nails	Restock	\$158.35
3/14/23	Replacement drinking fountain button (2)	Replace	\$103.89
3/15/23	Diesel fuel	ATV's	\$100.00
3/27/23	Toilet paper (96 rolls), paper towels (18), batteries	Restock	\$192.81
3/31/23	Diesel fuel	ATV's	\$100.00
	Subtotal		<u>\$1,091.64</u>
	Grand Total for the Month		<u>\$1,196.76</u>

District Manager Monthly Expense Approvals

\$2000.00 per month - Approval by BOD 2-23-16

Emergency \$2000.00 per month w/1 director notified - Approved by BOD 4-28-15

<i>OFFICE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
4/5/23	Stamps	Mail	\$126.00
	Subtotal		<u>\$126.00</u>
<i>PARKS & MAINTENANCE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
4/5/23	Trash bags (2 bxs)	Restock	\$59.94
	Subtotal		<u>\$59.94</u>
	Grand Total for the Month		<u>\$185.94</u>



P.O. Box 17126
 Austin, TX 78760
 (800) 375-8375 Toll Free
 (512) 421-1340 Office



**Northtown MUD Trash and Recycle Weight Report
 2023**

1st Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
January	217.00	35.17
February	186.27	26.49
March	295.20	45.55

Total Tonnage for 1st Qtr **698.47** **107.21**

2nd Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
April		
May		
June		

Total Tonnage for 2nd Qtr **0.00** **0.00**

3rd Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
July		
August		
September		

Total Tonnage for 3rd Qtr **0.00** **0.00**

4th Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
October		
November		
December		

Total Tonnage for 4th Qtr **0.00** **0.00**

Total Yearly Tonnage 2023	698.47	107.21
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Pavilion Rental Rate Survey

Location	Rate	Deposit
<i>Brushy Creek M.U.D.</i>		
Cat Hollow Pavilion #1	\$17.50 per hour (2 hr min)	\$100.00
Cat Hollow Pavilion #2	\$25.00 per hour (2 hr min)	\$100.00
Pepper Rock Pavilion	\$17.50 per hour (2 hr min)	\$100.00
Sendaro Springs Pavilion	\$25.00 per hour (2 hr min)	\$100.00
<i>City of Pflugerville</i>		
Lake Pavilion	\$175.00 per day (resident)	N/A
	\$265.50 per day (non-resident)	N/A
Gilleland Pavilion	\$150.00 per day (resident)	N/A
	\$225.00 per day (non-resident)	N/A
<i>Wells Branch M.U.D.</i>		
CW Pavilion	\$40.00 for 4 hrs (\$10.00 each add. hr)	\$100.00
NM Pavilion	\$20.00 for 4 hrs (\$5.00 each additional hr)	\$100.00
<i>Northtown M.U.D.</i>		
50 Acre Park Pavilion	\$25.00 per day (resident)	\$100.00
	\$100.00 per day (non-resident)	\$200.00
Settlers Meadow Pavilion	(resident)	
	(non-resident)	
WildFlower Pavilion	(resident)	
	(non-resident)	
Disc Golf Course	\$100.00 per day (resident)	\$100.00
	\$300.00 per day (non-resident)	\$100.00



Renewal Notice and Benefit Verification Form Northtown MUD

Revision 1

Plan Year 08/01/2023 - 07/31/2024 (12 Months)

Important Notice: "If TML Health does not receive the fully executed renewal notice by the due date, it will result in an automatic renewal of current benefits at the new rates, with CURRENT employee contributions."

Medical

Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP	Office Visit	Rates	Current	New
Copay-3K-7K ER-DAW1&2	80/50	\$3000	\$6000	\$7000	\$30	EE Only: EE + Spouse: EE + Child(ren): EE + Family:	\$694.76 \$1,410.38 \$1,222.78 \$2,049.54	\$641.64 \$1,302.52 \$1,129.28 \$1,892.80

In Network Deductible applies towards In Network OOP.

Medical and Dental Plan Accumulators will be based on Plan Year.

Monthly Employer Contribution Amounts

TML Health requires 60% employer contribution toward employee medical – Minimum employer contribution is \$384.98

Use this section for **Monthly Employer Contribution** for Active Employees Medical (**monetary values ONLY, no percentages**). Include EE Only amount in each tier.

Note: If providing a Defined Contribution (lump sum given to employees to purchase benefits) do not use this section. Skip to the defined contribution section below.

Plan	EE Only:	EE+Spouse:	EE+Child(ren):	EE+Family:
Copay-3K-7K ER-DAW1&2	\$ 641.64	\$ 330.44	\$ 243.82	\$ 625.58

Are there different contributions based on other factors (ex: hourly vs salary, department or location based)? If so, please explain here:

Defined Contribution

Use this section if providing a Defined Contribution (lump sum given to employees to purchase benefits).

Note: All Defined Contributions will be allocated as follows (if offered): Medical, Dental, Vision, & all Employee Paid Voluntary Products (ex: voluntary life, voluntary spouse life, voluntary AD&D...). Any left-over contribution dollars will then be applied to an employee's HRA or HSA (as applicable) depending on medical plan election.

1. Employer's **MONTHLY** Defined Contribution of \$ _____ equal to a full **ANNUAL** Defined Contribution of \$ _____ (monthly contribution x12).

2. Will employees receive this Defined Contribution if medical coverage is waived? No Yes (if yes, see 2a).

a. Will employee's receive the full monthly Defined Contribution or a partial amount? Full Partial \$ _____

3. Are there different contributions based on other factors (ex: hourly vs salary, department, location...)? If so please explain here:

Dental

Rates	Current (Dental IV)	New (Dental IV)
EE Only:	\$28.44	\$28.44
EE + Spouse:	\$66.82	\$66.82
EE + Child(ren):	\$61.10	\$61.10
EE + Family:	\$85.24	\$85.24

Use this section for **Monthly Employer Contributions** for Active Employees Dental (monetary values **ONLY**, no percentages). Include the EE Only amount in each tier, enter \$0 if no contribution.

Note: Not applicable for defined contribution plans.

EE Only \$ 28.44 EE + Spouse \$ 19.19 EE + Child(ren) \$ 16.33 EE + Family \$ 28.40

Vision

Rates	Current (Premium)	New (Premium)
EE Only:	\$8.93	\$8.93
EE + Spouse:	\$16.97	\$16.97
EE + Child(ren):	\$17.86	\$17.86
EE + Family:	\$22.78	\$22.78

Use this section for **Monthly Employer Contributions** for Active Employees Vision (monetary values **ONLY**, no percentages). Include the EE Only amount in each tier, enter \$0 if no contribution.

Note: Not applicable for defined contribution plans.

EE Only \$ 8.93 EE + Spouse \$ 4.02 EE + Child(ren) \$ 4.47 EE + Family \$ 6.93

Basic Life and AD&D: Plan 8 (\$10,000)

	Current Rate	New Rate
Life:	\$0.194	\$0.194
AD&D:	\$0.040	\$0.040

Note: Plan requires 100% Participation and is 100% EMPLOYER paid (not deducted from defined contribution if elected).

Additional Employee Life and AD&D

No Additional Employee Life and AD&D Coverage

Dependent Life

No Dependent Life Coverage

Voluntary AD&D

No Voluntary AD&D Coverage

LTD

No LTD Coverage

STD

No STD Coverage

Pre-65 Retiree Medical

No Pre-65 Retiree Medical Coverage

Pre-65 Retiree Dental

No Pre-65 Retiree Dental Coverage

Pre-65 Retiree Vision

No Pre-65 Retiree Vision Coverage

Basic & Additional Retiree Life

No Basic & Additional Retiree Life Coverage

Retiree Dependent Life

No Retiree Dependent Life Coverage

Benefit Waiting Period

90 days after date of hire

FSA, DCA, HRA, HSA & RRA

FSA Admin
No

DCA Admin
No

HRA Admin
No

HSA Admin
No

RRA Admin
No

Required Annual Eligibility and Enrollment Information

Please provide the following information:

1. Total Full Time Employee Count: 5

2. Total Part Time Employee Count: 0

3. Total Employees with Medical Coverage: 5

4. Total Employees with Coverage Waiver: 0

5. Do you have an Ordinance or Resolution adopting Elected Official Benefit Coverage? No *Yes

*If yes, please provide a current copy (required annually).

6. How will Open Enrollment and Qualifying Life Events be addressed (please check all that apply):

A. Employee Self Service (ESS) via TML Health Online

B. Employee enrollment by phone

C. Employer/Administrator enrollment via TML Health Online



DATE: April 17, 2023
TO: Northtown Municipal Utility District
Board of Directors
FROM: Scott J. Foster, P.E.
RE: Northtown MUD – Engineer’s Report for the April 2023 Board Meeting

Report from District Engineer, including:

a) Development Updates;

i) Village at Northtown Section 2 (Condominiums);

Revised plans were submitted to the District which reduced the density of the project from 63 units to 43 units. The plans are technically approved and pending the receipt of recorded easements. The project will require an easement to be vacated and replaced. Due to the reduction in density, a portion of the previously paid parkland fees will need to be refunded. The developer anticipates bidding the project in May 2023 and starting construction by mid-2023.

ii) Village at Northtown Multifamily (North Wells Branch/The Parker), including easements and construction agreements;

Construction started on the project in March 2021 and is anticipated to be completed in Summer 2023.

The developer has submitted the Phase 2 plans for review by the District and 360 PSI completed its initial review. Based upon the review, the proposed development may cause issues with future District master plans. These issues were discussed in more detail at the October Board meeting and ongoing coordination with the developer is occurring. Based upon a review of the updated plans, the project has removed the concerns.

The developer and District require additional easements and agreements to permit the project. The plans are still pending technical approval including the approval of the easements. A copy of the anticipated easements and agreements has been previously provided for approval and are pending legal review prior to the Board’s consideration. The restrictive covenant review is pending final approval. A variance request to reduce the building setback (Section 10c – 30 feet required) from District parkland was approved at the March 1, 2023 Board Meeting.

iii) Village at Northtown Multifamily (Edenbrook), including easements and restrictive covenants;

Construction has started and is expected to last into 2024.

iv) The Lakes Retail Center;

The project started construction in May 2022 and is expected to be completed in early 2023.

v) *Avalon Bay Multifamily;*

Construction plans have been submitted and reviewed for the first phase of the project and construction is expected start in late 2023. The plans are still pending technical approval including the approval of the easements and restrictive covenant submittal.

vi) *JD's Supermarket Dessau;*

Construction plans have been submitted and the review is on hold pending receipt of the developers deposit. Construction of the project is anticipated to start in early 2024.

b) *MS4 Permitting Update and 2021 Pond Inspections;*

TCEQ has published the requirements and guidance for the MS4 renewal. The renewal was due by July 23, 2019, and 360 PSI submitted on May 22, 2019. TCEQ technically approved the Stormwater Management Plan on September 23, 2021. TCEQ provide the final steps for approval on April 19, 2022, which required the publication of a public notice and the ability for the public to review the Stormwater Management Plan. The public notice was published on April 28, 2022, and the plan was made available at the District office on April 26, 2022. All required documents have been filed with the TCEQ and are pending final approval.

The TCEQ requires an annual report be filed which summarizes the District's MS4 related activities. The 2022 annual report was filed with the TCEQ on March 24, 2023.

c) *SB3 Emergency Preparation Plan;*

The financial waiver for the EPP was submitted to the TCEQ on May 30, 2022 and prior to the June 1, 2022 deadline. The TCEQ requested supplemental information which was provided on July 21, 2022. As of March 2023, there has been no additional information provided or requested from the TCEQ. The supplemental modeling study has been completed and is pending final approval by the District which is expected to be provided in April 2023.

MEMORANDUM

To: Board of Directors, Northtown Municipal Utility District
 From: Armbrust & Brown, PLLC
 Re: Violation of District Erosion Control Rules
 Date: April 25, 2023

The following Requests for Corrective Action either were received or remained outstanding since the last Board meeting:

Requests for Corrective Action

<u>Builder</u>	<u>Address</u>	<u>Date</u>	<u>Status</u>
KB Homes	14507 Jackson Browning (approx.) Loose builder trash behind fence at rear of lot in pond area needs to be removed	2/15/2023	Resolved
KB Homes	14501 Jefferson Craig Silt fence needs repair	2/28/2023	Resolved
KB Homes	14508 Jackson Browning Curb inlet needs to be cleaned	3/31/2023	Resolved
KB Homes	Jackson Browning near Shannon Elise Curb inlet needs to be cleaned	3/31/2023	Resolved
Cadence McShane Construction Co.	East side of Bldg. #3 Area inlet cover needs to be repaired	3/31/2023	Resolved
Cadence McShane Construction Co.	SW corner Bldg. #4 Concrete washout must be contained in washout area	3/31/2023	Resolved
Cadence McShane Construction Co.	John Henry Faulk Roadway along curb needs to be cleaned	3/31/2023	Resolved
Cadence McShane Construction Co.	Site entrance on John Henry Faulk Base of silt fence needs to be buried	3/31/2023	Resolved
Cadence McShane Construction Co.	South site entrance on John Henry Faulk Silt fence needs to be repaired	3/31/2023	Resolved
Skybeck Construction	NW of Bldg. #3 Loose trash on lawn and in green space behind retaining wall needs to be removed	3/31/2023	Resolved
Cadence McShane Construction Co.	Paved area near SW corner of Bldg. #4 Area inlet cover needs to be repaired	4/18/2023	Resolved
Cadence McShane Construction Co.	Paved area between Bldg. #5 and Bldg. #6 Area inlet cover needs to be repaired	4/18/2023	Resolved

Cadence McShane Construction Co.	East of Bldg. #8 Loose windblown trash needs to be removed	4/18/2023	Pending
KB Homes	14602 Jefferson Craig Roadway near lot needs to be cleaned	4/18/2023	Pending
KB Homes	Downhill of 601 Logan James Curb inlet needs to be cleaned	4/18/2023	Pending
KB Homes	14515 Jackson Browning Curb inlet needs to be cleaned	4/18/2023	Pending
KB Homes	14604 Jackson Browning Roadway near lot needs to be cleaned	4/18/2023	Pending
KB Homes	14606 Jackson Browning Curb inlet needs to be cleaned	4/18/2023	Pending
KB Homes	Jackson Browning near Shannon Elise Curb inlet needs to be cleaned	4/18/2023	Pending

The following Notices of Penalty for Violations were received since the last Board meeting:

<u>Builder</u>	<u>Address</u>	<u>Date</u>	<u>Status</u>
KB Homes	14507 Jackson Browning (approx.) Loose builder trash behind fence at rear of lot in pond area needs to be removed	3/16/2023	Pending
KB Homes	14501 Jefferson Craig Silt fence needs repair	3/16/2023	Pending

Northtown Municipal Utility District

April 25, 2023

- Review Cash Activity Report, including Receipts and Expenditures

- Action Items:

- Approval of director and vendor payments
- Approve funds transfers:
 - TexPool Operating Account to ABC Bank Manager's Account: \$433,801.13
 - TexPool Operating Account to ABC Bank Manager's Account: \$44,000.00
 - TexPool Operating Account to ABC Bank Customer Refund Account: \$3,000.00
 - PNC Lockbox Account to TexPool Operating Account: \$390,000.00

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Operating Account
March 31, 2023 - April 25, 2023

	General Fund Operating Account
Cash Balance - March 31, 2023	10,684.55
Projected Balance as of April 25, 2023	\$ 10,684.55

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Manager's Account
February 28, 2023 - April 25, 2023

		General Fund Manager's Account
Cash Balance - February 28, 2023		\$ 259,504.23
Subsequent Activity		35,615.67
Transfers approved at the March 28, 2023 Meeting		960,785.22
Expenditures Approved at the March 28, 2023 Meeting (Cks #10810 - 10878)		(876,873.55)
Payroll Expenses		(44,025.18)
Ramona Oliver	10879	Expense Reimbursement (3,565.00)
TXU Energy	10880	Street Lights - March 2023 (705.82)
	Total Subsequent Activity	<u>35,615.67</u>
Cash Balance - March 31, 2023		\$ 295,119.90
Subsequent Expenditures		(40,018.43)
Payroll Expenses		(31,469.80)
AT&T	10881	Payroll and Payroll Taxes (1,651.83)
Optimum Business	10882	Telephone - April 2023 (400.00)
ADA Assistance	10883	Park Utilities - April 2023 (934.00)
ADA Assistance	10884	Inspection Fee - Office Building (727.00)
ADA Assistance	10885	Inspection Fee - Small Pavilion (572.00)
ADA Assistance	10886	Inspection Fee - Vehicle Storage (727.00)
Child Support Services Division	10887	Inspection Fee - Large Pavilion (121.38)
AT&T (Internet)	10888	Child Support (79.89)
AT&T Mobility	10889	Internet - March 2023 (91.19)
Charter Communications	10890	Telephone - April 2023 (145.55)
City of Austin	10891	Park Internet - March 2023 (2,877.41)
Chyna Foster	10892	Utilities - April 2023 (100.00)
Child Support Services Division	10893	Pavillion Deposit Refund (121.38)
	Total Subsequent Activity	<u>(40,018.43)</u>
Expenditures to be Approved at April 25, 2023 Meeting		(433,801.13)
Ranger A-TX, LP	10894	Rent - June 2023 (5,340.08)
360 Professional Services, Inc.	10895	Engineering Fees - March 2023 (10,924.28)
Bott & Douthitt, P.L.L.C.	10896	Accounting Services - March 2023 (6,000.00)
City of Austin	10897	W/WW Purchases - March 2023 (174,894.94)
City of Austin - CRF	10898	City of Austin Impact Fees March 2023 (43,200.00)
City of Round Rock Environmental Services	10899	Bacteriological Test - 24 PA (250.00)
Crossroads Utility Services	10900	Operations - March 2023 (51,705.83)
DSHS Central Lab MC2004	10901	Lab Fees - February 2023 (445.32)
Texas Disposal Systems, Inc.	10902	Garbage Fees - March 2023 (75,622.96)
TexaScapes	10903	Monthly Landscape Maintenance (39,170.00)
Travis County Sheriff's Department	10904	Security Patrol Vehicle (1,160.00)
Williams Mapping & Consulting	10905	Monthly MS4 Inspections (800.00)
Voided Check	10906	Voided Check - *
Voided Check	10907	Voided Check - *
Felix Amaro	10908	Director Fees (138.53) *
Christopher Capers	10909	Director Fees (138.53) *
Alterman, Inc.	10910	Well Maintenance - spare unit (2,930.00) *
Armbrust & Brown, P.L.L.C.	10911	Legal Fees - March 2023 (14,701.41) *
Employee Incentive Plans, Inc.	10912	401(k) Administration Fee (684.31) *
Kennedy Jenks	10913	Emergency Preparedness Plan Waiver (5,320.00) *
Robles, Ernest	10914	Expense Reimbursement (59.94) *
Kennedy Jenks	10915	Emergency Preparedness Plan Waiver (315.00) *
		<u>(433,801.13)</u>
*Added after packet distribution		
Subtotal		(178,699.66)
Transfers to be approved		477,801.13
Transfer for expenditures approved 4/25/2023	Transfer from Logic Operating Account	433,801.13
Transfer Funds	Transfer from Logic Operating Account	44,000.00
Projected Balance as of April 25, 2023		\$ 299,101.47

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Customer Refund Account
March 31, 2023 - April 25, 2023

	General Fund Customer Refund Account
Cash Balance - March 31, 2023	\$ 3,120.19
Expenditures to be Approved at April 25, 2023 Meeting	(3,517.94)
Ablodun, Samuel	13322 Customer Refund (111.77) *
Alqaysi, Huda	13323 Customer Refund (32.91) *
American Homes for Rent	13324 Customer Refund (95.11) *
Darwin Homes TX, LLC	13325 Customer Refund (53.78) *
Elizabeth, Marie	13326 Customer Refund (120.70) *
Escobar-Martinez, Tabby	13327 Customer Refund (87.71) *
Frank, Jordan	13328 Customer Refund (76.91) *
Garcia, Daniel	13329 Customer Refund (70.14) *
Geomar Ballesteros, Richar	13330 Customer Refund (93.57) *
Jackson, Tiffany	13331 Customer Refund (49.78) *
Jozak, Jordan	13332 Customer Refund (67.69) *
Laforce, Ashley	13333 Customer Refund (55.60) *
Nguyen, Wendy	13334 Customer Refund (115.77) *
Nuckols, Kirsten	13335 Customer Refund (211.81) *
Opendoor Labs	13336 Customer Refund (224.84) *
Pure Operating, LLC	13337 Customer Refund (89.87) *
Ramey, Shaunte	13338 Customer Refund (301.10) *
Roman, Marissa	13339 Customer Refund (87.71) *
Rothleutner, Alejandro	13340 Customer Refund (106.83) *
Salazar, Diego	13341 Customer Refund (88.94) *
Shepherd, Ginny	13342 Customer Refund (1,219.25) *
Silguero, Latrichia	13343 Customer Refund (65.56) *
Somchith, Alfonso	13344 Customer Refund (9.99) *
Thomas, Catondra	13345 Customer Refund (66.91) *
Villalobos, Myka	13346 Customer Refund (13.69) *
Total Expenditures	(3,517.94)
Subtotal	(397.75)
Transfers to be approved - from TexPool Operating Account	3,000.00
Projected Balance as of April 25, 2023	\$ 2,602.25

*Added after packet distribution

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Park Fund Account
March 31, 2023 - April 25, 2023

	<u>ABC Bank</u> <u>Park</u> <u>Account</u>
Cash Balance -March 31, 2023	\$ 49,950.00
Projected Balance as of April 25, 2023	\$ 49,950.00

**Northtown Municipal Utility District
Cash/Investment Activity Report
March 31, 2023 - April 25, 2023**

	Interest Rate	Maturity Date	Balance 3/31/2023	Subsequent Receipts	Subsequent Disbursements	Subtotal	Transfers to be 4/25/2023	Projected Balance 4/25/2023
General Fund -								
ABC Bank - Operating Account	0.0000%	N/A	\$ 10,684.55	\$ -	\$ -	\$ 10,684.55	\$ -	\$ 10,684.55
ABC Bank - Manager's Account	0.0000%	N/A	295,119.90	-	(473,819.56)	(178,699.66)	477,801.13 (1)(2)	299,101.47
ABC Bank - Customer Refunds	0.0000%	N/A	3,120.19	-	(3,517.94)	(397.75)	3,000.00 (3)	2,602.25
PNC Bank Lockbox	0.0000%	N/A	44,791.11	351,989.74	(336.59)	396,444.26	(390,000.00) (4)	6,444.26
Logic Operating - 01	4.9905%	N/A	16,837,762.70	-	-	16,837,762.70	-	16,837,762.70
TexPool Operating	4.7993%	N/A	893,732.93	-	-	893,732.93	(90,801.13) (1)(2)(3)(4)	802,931.80
TexPool Fiscal Surety Trail Easement	4.7993%	N/A	106,458.32	-	-	106,458.32	-	106,458.32
Total - General Fund			18,191,669.70	351,989.74	(477,674.09)	18,065,985.35	-	18,065,985.35
Park Fund -								
ABC Bank - Park Account	0.0000%	N/A	49,950.00	-	-	49,950.00	-	49,950.00
Logic - Park Fund - 02	4.9905%	N/A	48,122.80	-	-	48,122.80	-	48,122.80
TexPool Park	4.7993%	N/A	4,675.54	-	-	4,675.54	-	4,675.54
Total - Park Fund			102,748.34	-	-	102,748.34	-	102,748.34
Debt Service Fund -								
Logic - Tax Account	4.9905%	N/A	72,269.86	-	-	72,269.86	-	72,269.86
Logic - Debt Service	4.9905%	N/A	2,932,657.74	-	-	2,932,657.74	-	2,932,657.74
TexPool - SR 2020 Cap Int	4.7993%	N/A	164,410.87	-	-	164,410.87	-	164,410.87
Total - Debt Service Fund			3,169,338.47	-	-	3,169,338.47	-	3,169,338.47
Capital Project Fund -								
Logic - SR 2011 CPF	4.9905%	N/A	2,552.70	-	-	2,552.70	-	2,552.70
TexPool - SR 2020 CPF	4.7993%	N/A	4,541,984.72	-	-	4,541,984.72	-	4,541,984.72
Total - Capital Project Fund			4,544,537.42	-	-	4,544,537.42	-	4,544,537.42
Total - All Funds			\$ 26,008,293.93	\$ 351,989.74	\$ (477,674.09)	\$ 25,882,609.58	\$ -	\$ 25,882,609.58

- (1) To transfer funds from TexPool Operating Account to ABC Bank Manager's Account: \$433,801.13
(2) To transfer funds from TexPool Operating Account to ABC Bank Manager's Account: \$44,000.00
(3) To transfer funds from TexPool Operating Account to ABC Bank Customer Refund Account: \$3,000.00
(4) To transfer funds from PNC Bank Lockbox Account to TexPool General Operating Account: \$390,000.00

2023 NOTICE OF APPRAISED VALUE

TRAVIS CENTRAL APPRAISAL DISTRICT
 850 E ANDERSON LANE
 P.O. Box 149012
 Austin, Texas 78714-9012
 Phone: (512) 834-9138

Date of Notice: April 14, 2023

Property ID: 897797
 Ownership %: 100.00
 Ref ID2: 02673101400000
 Legal: LOT 6 BLK E VILLAGE AT NORTH TOWN SEC 3 (DE/GS)
 Legal Acres:
 Situs: WELLS BRANCH PKWY 78660
 Owner ID: 528005

#BWNNRFT
 #490000052800508977979#
 114758 1 AV 0.471*****AUTO**5-DIGIT 78701 5DGS 2 FT 591

 NORTH TOWN M U D
 % ARMBRUST & BROWN LLP
 100 CONGRESS AVE STE 1300
 AUSTIN TX 78701-2744

E-File PIN: 8470
 To File a Protest on this Property go to
<https://www.traviscad.org/protests>

Dear Property Owner:
 We have appraised the property listed above for the tax year 2023. As of January 1, our appraisal is outlined below.

Market Value	Assessed Value (Includes Homestead Limitation if Applicable)
23,854	23,854

Taxing Unit	2022 Exemption	2022 Exemption Amount	2023 Exemption	2023 Exemption Amount	Exemption Amount Change	2022 Taxable	2023 Taxable	Freeze Year and Ceiling
NORTHTOWN MUD		0		0	0	11,927	11,927	
PFLUGERVILLE ISD		0		0	0	11,927	11,927	
TRAVIS CO ESD NO 17		0		0	0	23,854	23,854	
TRAVIS CO ESD NO 2		0		0	0	11,927	11,927	
TRAVIS COUNTY		0		0	0	11,927	11,927	
TRAVIS COUNTY HEALTHCARE DISTR		0		0	0	11,927	11,927	

If you qualified your home for a 65 and older or disabled person exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance). If you improved your property (by adding rooms or buildings) or you are transferring a freeze percentage, your school, county, city, or junior college ceiling may increase from prior years.

Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Tax Remedies; and (2) notice of protest.

EXHIBIT M

A Breakdown of Your Property's Values

Appraisal Information	Last Year's - 2022	Proposed - 2023
Market Value of Building & Other Structures	0	0
Market Value of Non Ag/Timber Land	23,854	23,854
Market Value of Ag/Timber Land	0	0
Market Value of Personal Property/Minerals	0	0
Total Market Value	23,854	23,854
Productivity Value of Ag/Timber Land	0	0
Assessed Value *(Possible Homestead Limitations, see asterisk below)	23,854	23,854
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)	0	0
Exemptions (DV - Disabled Vet; DP - Disabled Person; HS - Homestead; OV65 - Over 65)		

The difference between the 2018 appraised value and the 2023 appraised value is 0%. This percentage information is required by Tax Code Section 25.19(b-1).

The Texas Legislature does not set the tax amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries concerning your taxes should be directed to those officials.

The appraisal district only determines the value of the property. Tax rates are set by the governing body of each taxing unit. Truth-in-Taxation laws give taxpayers a voice in decisions that affect their property tax rates. In early August, taxing units take the first step toward adopting a tax rate by calculating and publishing the No-New-Revenue and Voter-Approval tax rates. The governing body of each taxing unit decides whether or not taxes on property will increase. If taxing unit budgets increase then a tax rate higher than the No-New-Revenue rate may be adopted by the taxing unit. If a governing body proposes to adopt a tax rate that exceeds the No-New-Revenue rate, it must publish a quarter-page notice in a local newspaper to announce two public hearings. The hearings give taxpayers an opportunity to voice their opinions about the proposed tax increase.

Beginning August 7th, visit TravisTaxes.com to easily access information regarding your property taxes, including updates of the information above regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your information will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes.

2023 NOTICE OF APPRAISED VALUE

This is NOT a Tax Statement. Do Not Pay From This Notice

TRAVIS CENTRAL APPRAISAL DISTRICT
 850 E ANDERSON LANE
 P.O. Box 149012
 Austin, Texas 78714-9012
 Phone: (512) 834-9138

Property ID: 897790
 Ownership %: 100.00
 Ref ID2: 02663311260000
 Legal: LOT 6 BLK D VILLAGE AT NORTHTOWN SEC 3 (DE/GS)
 Legal Acres:
 Situs: WELLS BRANCH PKWY 78660
 Owner ID: 528005

Date of Notice: April 14, 2023

#BWNNRFT
 #490000052800508977906#

NORTHTOWN M U D
 % ARMBRUST & BROWN LLP
 100 CONGRESS AVE STE 1300
 AUSTIN TX 78701-2744

E-File PIN: 7110
 To File a Protest on this Property go to
<https://www.traviscad.org/protests>

Dear Property Owner:
 We have appraised the property listed above for the tax year 2023. As of January 1, our appraisal is outlined below.

Market Value	Assessed Value (Includes Homestead Limitation if Applicable)
15,752	15,752

Taxing Unit	2022 Exemption	2022 Exemption Amount	2023 Exemption	2023 Exemption Amount	Exemption Amount Change	2022 Taxable	2023 Taxable	Freeze Year and Ceiling
NORTHTOWN MUD		0		0	0	7,876	7,876	
PFLUGERVILLE ISD		0		0	0	7,876	7,876	
TRAVIS CO ESD NO 17		0		0	0	15,752	15,752	
TRAVIS CO ESD NO 2		0		0	0	7,876	7,876	
TRAVIS COUNTY		0		0	0	7,876	7,876	
TRAVIS COUNTY HEALTHCARE DISTR		0		0	0	7,876	7,876	

00 01708190114772 4/16 355530

If you qualified your home for a 65 and older or disabled person exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance). If you improved your property (by adding rooms or buildings) or you are transferring a freeze percentage, your school, county, city, or junior college ceiling may increase from prior years.

Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Tax Remedies; and (2) notice of protest.

A Breakdown of Your Property's Values

Appraisal Information	Last Year's - 2022	Proposed - 2023
Market Value of Building & Other Structures	0	0
Market Value of Non Ag/Timber Land	15,752	15,752
Market Value of Ag/Timber Land	0	0
Market Value of Personal Property/Minerals	0	0
Total Market Value	15,752	15,752
Productivity Value of Ag/Timber Land	0	0
Assessed Value *(Possible Homestead Limitations, see asterisk below)	15,752	15,752
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)	0	0
Exemptions (DV - Disabled Vet; DP - Disabled Person; HS - Homestead; OV65 - Over 65)		

The difference between the 2018 appraised value and the 2023 appraised value is 0%. This percentage information is required by Tax Code Section 25.19(b-1).

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2023 NOTICE OF APPRAISED VALUE

TRAVIS CENTRAL APPRAISAL DISTRICT
 850 E ANDERSON LANE
 P.O. Box 149012
 Austin, Texas 78714-9012
 Phone: (512) 834-9138

Date of Notice: April 14, 2023

Property ID: 897779
 Ownership %: 100.00
 Ref ID2: 02662807010000
 Legal: LOT 1 BLK C VILLAGE AT NORTHTOWN SEC 3 (GS/DE)
 Legal Acres:
 Situs: HEATHERWILDE BLVD 78660
 Owner ID: 528005

#BWNNRFT
 #490000052800508977791#
 114759 1 AV 0.471*****AUTO**5-DIGIT 78701 5DGS 2 FT 591

 NORTHTOWN M U D
 % ARMBRUST & BROWN LLP
 100 CONGRESS AVE STE 1300
 AUSTIN TX 78701-2744



E-File PIN: 9943
 To File a Protest on this Property go to
<https://www.traviscad.org/protests>

Dear Property Owner:
 We have appraised the property listed above for the tax year 2023. As of January 1, our appraisal is outlined below.

Market Value	Assessed Value (Includes Homestead Limitation if Applicable)
3,380	3,380

Taxing Unit	2022 Exemption	2022 Exemption Amount	2023 Exemption	2023 Exemption Amount	Exemption Amount Change	2022 Taxable	2023 Taxable	Freeze Year and Ceiling
NORTHTOWN MUD		0		0	0	1,690	1,690	
PFLUGERVILLE ISD		0		0	0	1,690	1,690	
TRAVIS CO ESD NO 17		0		0	0	3,380	3,380	
TRAVIS CO ESD NO 2		0		0	0	1,690	1,690	
TRAVIS COUNTY		0		0	0	1,690	1,690	
TRAVIS COUNTY HEALTHCARE DISTR		0		0	0	1,690	1,690	

If you qualified your home for a 65 and older or disabled person exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance). If you improved your property (by adding rooms or buildings) or you are transferring a freeze percentage, your school, county, city, or junior college ceiling may increase from prior years.

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A Breakdown of Your Property's values

Appraisal Information	Last Year's - 2022	Proposed - 2023
Market Value of Building & Other Structures	0	0
Market Value of Non Ag/Timber Land	3,380	3,380
Market Value of Ag/Timber Land	0	0
Market Value of Personal Property/Minerals	0	0
Total Market Value	3,380	3,380
Productivity Value of Ag/Timber Land	0	0
Assessed Value *(Possible Homestead Limitations, see asterisk below)	3,380	3,380
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)	0	0
Exemptions (DV - Disabled Vet; DP - Disabled Person; HS - Homestead; OV65 - Over 65)		

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2023 NOTICE OF APPRAISED VALUE

TRAVIS CENTRAL APPRAISAL DISTRICT
 850 E ANDERSON LANE
 P.O. Box 149012
 Austin, Texas 78714-9012
 Phone: (512) 834-9138

Date of Notice: April 14, 2023

Property ID: 897785
 Ownership %: 100.00
 Ref ID2: 02643001190000
 Legal: LOT 7 BLK C VILLAGE AT NORTHTOWN SEC 3 (GS)
 Legal Acres:
 Situs: JOHN HENRY FAULK DR 78660
 Owner ID: 528005

#BWNNRFT
 #490000052800508977853#

NORTHTOWN M U D
 % ARMBRUST & BROWN LLP
 100 CONGRESS AVE STE 1300
 AUSTIN TX 78701-2744

E-File PIN: 7470
 To File a Protest on this Property go to
<https://www.traviscad.org/protests>

Dear Property Owner:
 We have appraised the property listed above for the tax year 2023. As of January 1, our appraisal is outlined below.

Market Value	Assessed Value (Includes Homestead Limitation if Applicable)
6,482	6,482

Taxing Unit	2022 Exemption	2022 Exemption Amount	2023 Exemption	2023 Exemption Amount	Exemption Amount Change	2022 Taxable	2023 Taxable	Freeze Year and Ceiling
NORTHTOWN MUD		0		0	0	3,241	3,241	
PFLUGERVILLE ISD		0		0	0	3,241	3,241	
TRAVIS CO ESD NO 17		0		0	0	6,482	6,482	
TRAVIS CO ESD NO 2		0		0	0	3,241	3,241	
TRAVIS COUNTY		0		0	0	3,241	3,241	
TRAVIS COUNTY HEALTHCARE DISTR		0		0	0	3,241	3,241	

00.01298190114773 4/6 355536

If you qualified your home for a 65 and older or disabled person exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance). If you improved your property (by adding rooms or buildings) or you are transferring a freeze percentage, your school, county, city, or junior college ceiling may increase from prior years.

Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Tax Remedies; and (2) notice of protest.

A Breakdown of Your Property's values

Appraisal Information	Last Year's - 2022	Proposed - 2023
Market Value of Building & Other Structures	0	0
Market Value of Non Ag/Timber Land	6,482	6,482
Market Value of Ag/Timber Land	0	0
Market Value of Personal Property/Minerals	0	0
Total Market Value	6,482	6,482
Productivity Value of Ag/Timber Land	0	0
Assessed Value *(Possible Homestead Limitations, see asterisk below)	6,482	6,482
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)	0	0
Exemptions (DV - Disabled Vet; DP - Disabled Person; HS - Homestead; OV65 - Over 65)		

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THE PROTEST PROCESS

If you disagree with your property's market value, you may file a protest. **The deadline to file a protest is May 15.**

File Your Protest

Protests may be filed online, by mail, or in person. Filing online is the easiest and fastest way to resolve your protest. You will need an online account and efile pin number (found on your Notice of Appraised Value) to file online. Visit traviscad.org/protests to file your protest.

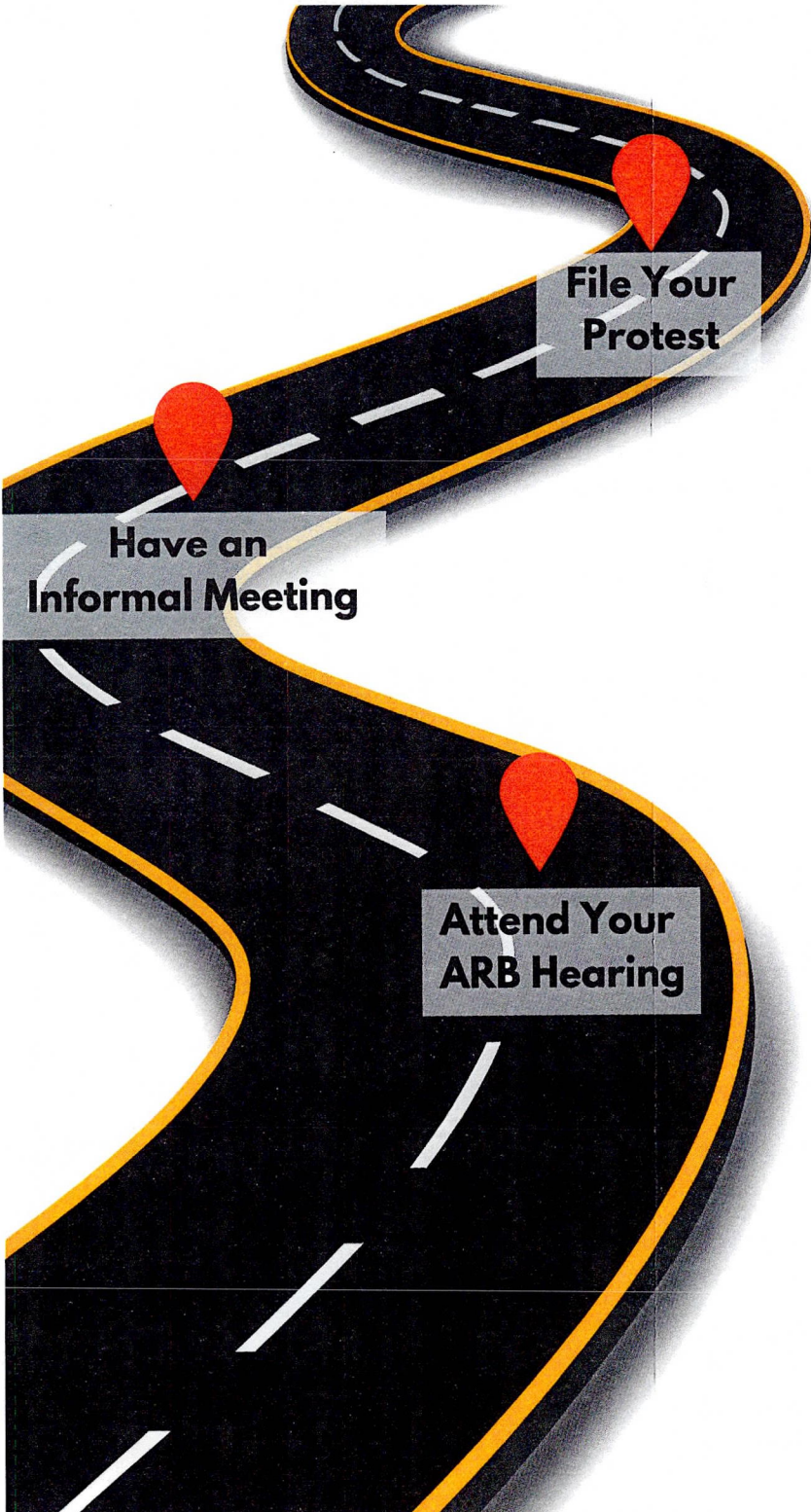
Informal Meeting

An informal meeting gives you a chance to meet with a TCAD appraiser to get feedback and possibly resolve your protest. You will be able to schedule a specific date/time for your meeting or get in line for the day's queue. A TCAD appraiser will call you when it is time for your meeting. If you miss your call, you will have missed your informal meeting. Informal meetings are optional and will be offered April 17 through June 30. To schedule your informal meeting, visit traviscad.org/getinonline.

ARB Hearing

The Travis Appraisal Review Board is an independent entity that will hear and make a decision on your protest. Hearings will be scheduled for you and may occur in person or remotely. Hearing information will be sent to you 14 days before your hearing. If you participate in a remote hearing, you must call in using the instructions provided. You will have access to TCAD's evidence prior to the hearing using the TCAD online portal.

For more information on the protest process, visit traviscad.org/protests.



Property Taxpayer Remedies

January 1, 2023

You are entitled to an explanation of the remedies available to you when you are not satisfied with the appraised value of your property. The Texas Comptroller of Public Accounts is required to publish an explanation of the remedies available to taxpayers and procedures to be followed in seeking remedial action. The Comptroller's office also must include advice on preparing and presenting a protest.

The Tax Code further directs that copies of this document be made readily available to taxpayers at no cost. The chief appraiser of an appraisal district may provide it with the *Notice of Appraised Value* mailed to property owners to explain the deadlines and procedures used in protesting the value of their property. The chief appraiser must provide another copy to property owners initiating protests.

The first step in exercising your rights under the Tax Code is to protest your property's appraised value. The following remedies only address appraised values and related matters. Government spending and taxation are not the subjects of this publication and must be addressed by local taxing units.

How to Protest Property Value

Appraisal districts must send required notices by May 1, or by April 1 if your property is a residential homestead, or as soon as practical thereafter. The notice must separate the appraised value of real and personal property.

The notice will also include the date and place the appraisal review board (ARB) will begin hearing protests and an explanation of the availability and purpose of an informal conference with the appraisal district to resolve your concerns before your ARB hearing. If you are dissatisfied with your appraised value or if errors exist in the appraisal records regarding your property, you should file a *Notice of Protest* with the ARB.

If an appraisal district has an Internet website, it must permit electronic filing of a protest for incorrect appraised value and/or unequal appraisal of property for which a residence homestead exemption has been granted, with certain exceptions. Counties with populations of 500,000 or more are required to do so and thus must have a website. Contact your local appraisal district for more details on filing a protest electronically.

What Can be Protested

The *Notice of Protest* may be filed using the model form on the Comptroller's website: comptroller.texas.gov/forms/50-132.pdf. The notice need not be on this form. Your notice of protest is sufficient if it identifies (1) the protesting person claiming an ownership interest in the property, (2) the property that is the subject of the protest and (3) dissatisfaction with a determination of the appraisal district.

You may request the ARB to schedule hearings on protests to be held consecutively concerning up to 20 designated properties on the same day. You may use a special notice on the Comptroller's website: comptroller.texas.gov/forms/50-131.pdf.

You may protest the value on your property in the following situations:

- the value the appraisal district placed on your property is too high and/or your property is unequally appraised;
- the appraisal district denied a special appraisal, such as open-space land, or incorrectly denied or modified your exemption application;
- the appraisal district failed to provide you with required notices; or
- other matters prescribed by Tax Code Section 41.41(a).

How to Complete the Protest Form

If using the protest form, these tips will help ensure that you can present your evidence and preserve your appeal rights.

- You should pay particular attention to the reason for protest section of the form.
- What you check as the reason for the protest influences the type of evidence you may present at your hearing.
- Your appeal options after the hearing are influenced by what you protest.

In the case of a typical residential property, checking incorrect appraised value and/or unequal appraisal will allow you to present the widest types of evidence and preserve your full appeal rights.

How to Resolve Concerns Informally

Appraisal districts will informally meet with you and try to resolve your objections prior to your ARB hearing. You must request the informal conference with the appraisal district on either your *Notice of Protest* form or in writing before your scheduled hearing date. It is very important, however, that you preserve your right to protest to the ARB by filing your *Notice of Protest* before the deadline, even if you expect to resolve

your concerns at the informal meeting with the appraisal district.

Ask one of the appraisal district's appraisers to explain how the district arrived at the value of your property. Be sure the property description is correct and that the measurements for your home or business and lot are accurate. Many appraisal districts have this information online.

What is an ARB?

The ARB is an independent, impartial group of citizens authorized to resolve disputes between taxpayers and the appraisal district. It is not controlled by the appraisal district. The local administrative district judge, or the judge's designee, appoints ARB members, including special panel ARB members to hear complex property protests.

The ARB must adopt and follow certain hearing procedures that may be unfamiliar to you. It must base its decisions on facts it hears from you and the appraisal district to decide whether the appraisal district has acted properly in determining the value of your property.

ARB members cannot discuss your case with anyone outside of the hearing. Protest hearings, however, are open to the public and anyone can sit in and listen to the case. A closed hearing is allowed on the joint motion of the property owner and chief appraiser if either intends to disclose proprietary or confidential information at the hearing.

When are Protests Filed?

You must file your *Notice of Protest* with the ARB no later than May 15 or 30 days after the appraisal district mailed the *Notice of Appraised Value*, whichever is later. You may request an evening or Saturday hearing. The ARB will notify you at least 15 days in advance of the date, time and place of your hearing. Under certain circumstances, you may be entitled to a postponement of the hearing to a later date. The ARB begins hearings around May 15 and generally completes them by July 20. Start and end dates can vary from appraisal district to appraisal district.

At least 14 days before your protest hearing, the appraisal district will mail a copy of this pamphlet; a copy of the adopted ARB procedures; and a statement that you may request a copy of the data, schedules, formulas and any other information the chief appraiser will introduce at your hearing.

You or your agent may appear at the ARB hearing in person, by telephone conference call, videoconference or by filing a written affidavit. To appear by telephone conference call or videoconference, you must provide written notice at least 10 days before the hearing, and any evidence must be submitted by written affidavit delivered to the ARB before the hearing begins. ARBs in counties with populations less than 100,000 that also lack the technological capabilities for videoconferences are not required to provide them.

If you fail to appear, you may lose the right to be heard by the ARB on the protest and the right to appeal. If you or your agent fails to appear at a hearing, you are entitled to a new hearing if you file with the ARB, not later than four days after your hearing date, a written statement showing good cause for failing to appear and request a new hearing. Good cause is defined as a reason that includes an error or mistake that was not intentional or was not the result of conscious indifference and will not cause undue delay or injury to the person authorized to extend the deadline or grant a rescheduling.

What Steps to Take to Prepare for Protest Hearing

You should consult with the appraisal district staff about your property's value. Ask questions about items you do not understand. The appraisal district is required to provide copies of documents that you request, at no charge via first class mail or electronically by agreement. Many appraisal districts provide a great deal of information on their websites at no charge.

If you are protesting the appraisal of your home or small business, you can view videos on the topic on the Comptroller's website at comptroller.texas.gov/taxes/property-tax/.

Observing the following tips can also help in achieving a successful appeal:

- *Be on time and prepared for your hearing.* The ARB may place time limits on hearings.
- *Stick to the facts and avoid emotional pleas.* The ARB has no control over the appraisal district's operations or budget, tax rates for local taxing units, inflation or local politics; addressing these topics in your presentation wastes time and will not help your case.
- *Review the ARB hearing procedures.* After you receive the ARB hearing procedures, take time to become thoroughly familiar with them and be prepared to follow them.
- *Present your information in a simple and well-organized manner.* You and the appraisal district staff are required to exchange evidence at or before the hearing. Photographs and other documents are useful. You should take an appropriate number of copies so that each ARB member and the appraisal district representative receive one.

The date of your appraisal is Jan. 1, so you should make sure that changes made before that date are included in the appraisal. Improvements

or damage to your property after Jan. 1 should not be part of the appraisal or the protest.

If you are protesting the value of business property or other appraisal matters, you should have evidence to support your opinion of value. Sales data may not be available or relevant, but income and expense information may be useful.

Generally, the appraisal district has the burden of proof in value and unequal appraisal disputes. An appraiser's job is to appraise property at its market value, equitably and uniformly.

Limited Binding Arbitration

After you have filed a notice of protest and if you believe your ARB or chief appraiser failed to comply with a procedural requirement relating to your protest, you may file a request for limited binding arbitration (LBA) to compel the ARB or chief appraiser to comply with certain procedural requirements.

To request LBA, you must file a Request for Limited Binding Arbitration. Additional information about filing a LBA request, including filing deadlines and fees, can be found on the Comptroller's website at comptroller.texas.gov/taxes/property-tax/.

What if you are Dissatisfied with the ARB's Decision

After the ARB rules on your protest, it will send a written order by certified mail. In counties with a population of 120,000 or more, you or your agent can request to receive order of determination by email. If you are dissatisfied with the order of determination, there are three options to appeal. Any ARB decision can be appealed to the state district court in the county in which the property is located. Depending on the facts and the type of property, you may be able to appeal to the State Office of Administrative Hearings (SOAH) or to binding arbitration.

Additional information about appealing an ARB decision, including filing deadlines and fees, can be found on the Comptroller's website at comptroller.texas.gov/property-tax/protests/.

In all types of appeals you are required to pay a specified portion of your taxes before the delinquency date.

What is the Comptroller's role in the protest process?

The Comptroller's office provides a survey for property owners to offer feedback on the ARB experience, that may be submitted by mail or electronically. The online survey is available in English at surveymonkey.com/r/surveyarb and in Spanish at surveymonkey.com/r/spanishsurveyarb. Survey results are published in an annual report. The Comptroller's office does not, however, have oversight responsibility over the ARB and has no authority to investigate complaints about the ARB. Any complaints about the ARB or its members should be directed to the ARB itself, the taxpayer liaison officer or

the local administrative district judge. The Comptroller's office has no direct involvement in the protest process.

Further, this pamphlet is intended to provide customer assistance to taxpayers. It does not address all aspects of property tax law or the appraisal process. The Comptroller's office is not offering legal advice, and this information neither constitutes nor serves as a substitute for legal advice. Questions regarding the meaning or interpretation of statutes, notice requirements and other matters should be directed to an attorney or other appropriate counsel.

Where can you get more information?


This publication does not cover all aspects of the ARB protest process or property taxes. For more information, please see the following Web resources:

- *Appraisal Protests and Appeals;*
- *Appraisal Review Board Manual;*
- *Paying Your Taxes;*
- *Property Tax System Basics;*
- *Taxpayer Bill of Rights;*
- *Texas Property Tax Code;* and
- *Valuing Property.*

This information is found on the Comptroller's Property Tax Assistance website. It provides property owners a wealth of information on the appraisal and protest process at comptroller.texas.gov/taxes/property-tax/. For specific inquiries, you must contact the appraisal district where your property is located.

Property Tax Assistance Division
Texas Comptroller of Public Accounts Publication
#96-295. Revised February 2023.

For additional copies visit our website:
comptroller.texas.gov/taxes/property-tax/

 Sign up to receive email updates on the Comptroller topics of your choice at comptroller.texas.gov/subscribe/.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling:
800-252-5555.

**DECLARATION OF MAINTENANCE COVENANTS
FOR STORMWATER STRUCTURAL CONTROLS**

This **DECLARATION OF MAINTENANCE COVENANTS FOR STORMWATER STRUCTURAL CONTROLS** (this "Declaration") made effective as of April 25, 2023 (the "Effective Date") by **NORTHTOWN PHASE 2A LLC**, a North Carolina limited liability company ("Declarant"). **NORTHTOWN MUNICIPAL UTILITY DISTRICT** (the "District") joins in this Declaration for the sole purpose of providing its consent to the terms provided herein.

RECITALS

A. Declarant is the owner of the real property described as Lots 1 and 8, Block E, of the Village of Northtown, Section Three, a subdivision in Travis County, Texas, according to the map or plat of record in Document Number 201700273 of the Official Public Records of Travis County, Texas (the "Property").

B. The Property is located within the boundaries of the District and is subject to the rules, regulations, and requirements of the District.

C. Declarant intends to construct or has constructed and maintain stormwater structural controls (the "Controls") on the Property, including, but not limited to, conduits, inlets, channels, pipes, retention or detention ponds, and other devices and measures as identified in City of Austin Site Plan No. SP-2021-0444D and depicted on the attached **Exhibit "A"**, necessary to collect, convey, store and control stormwater runoff, to be used for conveying stormwater from the Property to the District's municipal separate storm sewer system (MS4).

D. To ensure that the Controls continue to function according to the design and performance standards to which they were constructed, Declarant desires to impose upon the Property, as a covenant running with the land, the obligation to maintain the Controls until such time, if ever, as the obligation to maintain the Controls is properly terminated.

DECLARATION

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares as follows:

1. Covenants Running with the Land. Declarant covenants that the burdens and benefits made and undertaken under this Declaration constitute covenants running with the Property, binding all successors and assigns.

2. Declarant's Responsibility to Construct and Maintain. Declarant will be responsible for the construction of the Controls. Declarant, its successors and assigns will at all

times be responsible for the maintenance, repair, and inspection of the Controls in compliance with this Declaration, the "Water Quality Control & Detention Maintenance and Inspection Plan" attached hereto as **Exhibit "B"** and incorporated by reference ("Maintenance and Inspection Plan"), the District's Stormwater Management Program (SWMP), and the District's rules and regulations, as may be amended from time to time (the "District Requirements"). Inspections conducted by Declarant, its successors and assigns will follow the format of the attached Maintenance and Inspection Plan. The Controls are to be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of appropriate governmental authorities.

3. Location of the Controls. The Controls will be located on, over, across, or under the Property.

4. Inspection by District. The District, or its designee, is authorized to access the Property as necessary to conduct inspections of the Controls to ascertain compliance with the District Requirements, and if necessary or desirable, to maintain the Controls as provided under Paragraph 6 below. The District has no responsibility for the maintenance of the Controls. In no event will this Declaration be construed to impose any such obligation on the District.

5. Maintenance of Controls. The Declarant will be entirely responsible for all maintenance activities associated with the Controls. The Declarant will implement appropriate maintenance activities immediately if any of the following instances occur: obstructions of inlets/outlets, mechanical failures (valves, pumps, gates, etc.), accumulation of trash, erosion or instability of slopes, accumulated sedimentation of 25% or more of the original design capacity, excessive growth of vegetation/trees, and/or if written notice from the District is issued requesting maintenance on the Controls. The Declarant will remove any encroachments located within the Controls, such as tents, fences, or other improvements. The Declarant will remove any graffiti located on the Controls and will repair the Controls in the event they are damaged by vandalism. The Declarant will retain documentation of all maintenance activities and inspections performed on the Controls and make the records available to the District for review upon request.

6. Failure to Maintain. If Declarant or its successors or assigns fails to maintain the Controls as required by this Declaration after 30 days written notice thereof, the District, may, but is not obligated to, cause any and all maintenance to be taken and performed and otherwise to take whatever steps the District deems necessary to maintain the Controls at the Declarant's expense. Declarant will reimburse the District within 10 days from receipt of written demand from the District all costs incurred by the District together with interest thereon from the date incurred by the District at the lesser of (i) the maximum lawful rate of interest or (ii) 15% per annum, until paid in full. Nothing in this paragraph or this Declaration, will create or impose any liability on the District, its agents, employees, successors or assigns, for damages alleged to result from or to be caused by stormwater drainage from the Property.

7. Conflicts. The District Requirements control over any inconsistent provisions of this Declaration. As applicable provisions of the District Requirements are amended, modified, revised, deleted or moved to different sections, this Declaration is and will be deemed to be

revised so as to conform to the provisions of the District Requirements as they may exist from time to time and are applicable to the Property or any part thereof.

8. Successors and Assigns Bound. Declarant hereby agrees and acknowledges that maintenance of the Controls as set forth herein, the cost of maintenance, the District's access to the Controls, the District's rights of ingress and egress to the Controls and the District's right to recover all costs if Declarant fails to maintain the Controls are a burden and restriction on the use of the Property and the provisions of this Declaration will be binding upon the Declarant, its successors and assigns, and any future owners of the Property. Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and will be conclusively deemed to have consented and agreed to every covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which the Property was conveyed to such person. Whenever in this Declaration a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors, and assigns of such party.

9. Negation of Partnership. None of the terms or provisions of this Declaration will be deemed to create a partnership between or among Declarant and the District or any owners, mortgagees, occupants, or otherwise; nor will it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended, nor will it be construed, to create any third party beneficiary rights in any person, except as expressly stated herein.

10. Enforcement. If any person or entity of any type violates or attempts to violate this Declaration, it will be lawful for the District or its successors to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate this Declaration and to prevent the person or entity from violating or attempting to violate the Declaration. Violation of this Declaration will additionally constitute a violation of the District Requirements, as may be amended from time to time, and in the event of such violation, the District may implement enforcement measures or assess penalties as permitted thereunder. Declarant, or its successors may delegate and assign its responsibilities and obligations as set forth in this Declaration to a duly organized and legally existing owner's association or similar body which has the legal right and financial ability to perform the maintenance responsibilities and obligations as set forth in this Declaration and collect assessments from and act on behalf of some or all of the owners of the Property. The failure at any time to enforce this Declaration by the District or its successors whether any violations hereof are known or not, will not constitute a waiver or estoppel of the right to do so in the future.

11. Entire Declaration. This Declaration contains all the representations and the entire declaration of Declarant with respect to the subject matter. Any prior correspondence, memoranda or agreements or superseded by this Declaration. The provisions of this Declaration will be construed as a whole according to their common meaning and not strictly for or against Declarant.

12. Notices. All notices and approvals required or permitted under this Declaration will be served by certified mail, return receipt requested, to a party at its last known address or

its principal place of business. Date of service of notice will be the date on which such notice is deposited in a post office of the United States Postal Service or successor governmental agency.

13. Governing Law; Performance. This Declaration and its validity, enforcement, and interpretation will be governed by the laws of the State of Texas, without regard to any conflict of laws principles, and applicable federal law. This Declaration is performable only in the county in which the Property is located.

14. Amendment. This Declaration may not be amended or abrogated in part or whole without the express written consent of the District.

15. Gender and Grammar. The singular wherever used herein will be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or individuals, male or female, will in all cases be assumed as though in each case fully expressed.

16. Titles. The titles of sections contained herein are included for convenience only and will not be used to construe, interpret, or limit the meaning of the term or provision contained in this Declaration.

17. Recording of Declaration. This Declaration will be recorded in the official public records of the county in which the Property is located and will constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.

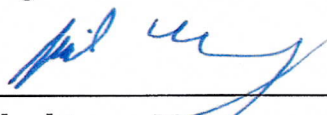
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration to effective as of the Effective Date.

DECLARANT:


NORTHTOWN PHASE 2A LLC,
a North Carolina limited liability company

By: MJL RE Holdings LLC,
a Connecticut limited liability company,
its Manager

By: 
Mikael Levey, Manager

STATE OF GEORGIA §
COUNTY OF COBB §

This instrument was acknowledged before me on this the 27th day of April 2023, by Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, on behalf of said company.


Notary Public in and for the State of Georgia

[SEAL]

My commission expires: May 11, 2025



APPROVED AS TO FORM AND CONTENT

THE DISTRICT:

**NORTHTOWN MUNICIPAL UTILITY
DISTRICT**

By: Brenda Richter
Brenda Richter
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 25th day of April, 2023, by Brenda Richter, President of the Board of Directors of Northtown Municipal Utility District, a political subdivision of the State of Texas, on behalf of said district.

[Signature]
Notary Public, State of Texas

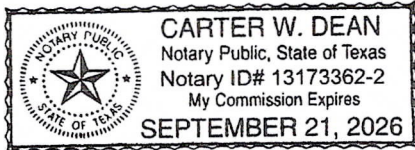


EXHIBIT A
EASEMENT TRACT
PRIVATE BIOFILTRATION POND A
(SP-2021-0444D)

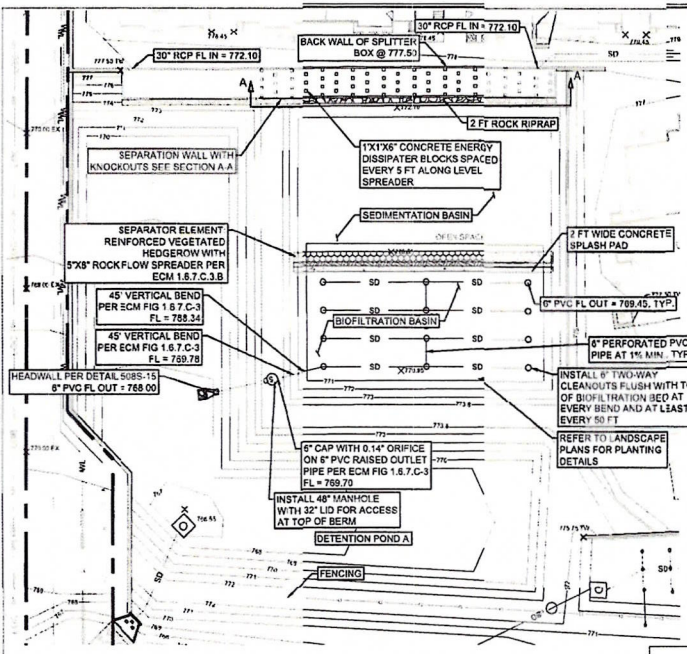
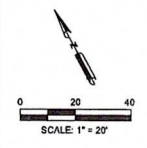
PRIVATE BIOFILTRATION POND A
NORTHTOWN II
400 EAST WELLS
BRANCH PARKWAY



FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512) 394-1900
SHEET
59 OF 110
SP-2021-0444D

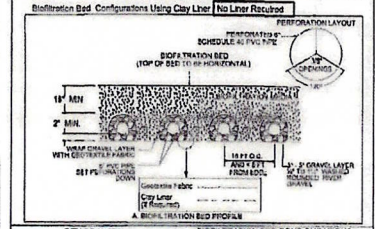
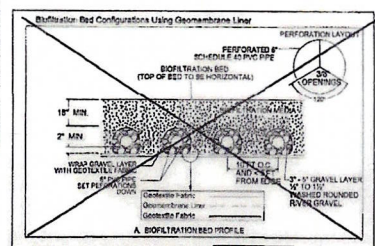
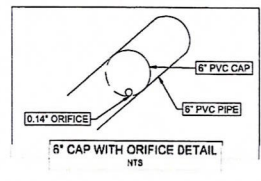
LEGEND

EXISTING	PROPOSED	
	X 529.6	SPOT ELEVATION
---	---	MAJOR CONTOUR
---	---	MINOR CONTOUR
	→	FLOW ARROW
	---	STORMWAIN
	---	CURB CUTS



APPENDIX R-8 BIOFILTRATION POND CALCULATIONS FOR DEVELOPMENT PERMITS

Drainage Area Date:			
Drainage Area to Control (DA)	2,260	acres	85440
Drainage Area IC (%)	95	%	
Capture Depth (CD)	1.20	in	0.1
25 Year Peak Flow Rate to Control (Q25)	11.70	cfs	
100 Year Peak Flow Rate to Control (Q100)	23.90	cfs	
Water Quality Control Calculations:	Required	Provided	
Total Water Quality Volume (WQV) Drainage Area	9945	cf	16990
Water Quality Volume			772
Elevation of Splitter/Overflow Weir =		(min. WQE) ft MSL	773
Length of Splitter Weir		ft	75
Depth of Ponding (H) =		ft	2.05
Required Head to Pass Q100 =	Max. 1	ft	0.22
Pond Freeboard Provided to Pass Q100 =	Min. 0.25	ft	0.25
Top of Pond =		ft MSL	773.47
Biofiltration Pond			
Perforation Pond Area (WQV/(4+1.33*H)) ECM 1.6,7,C	2392	sf	3500
Depth of Gravel Medium (min. 18") =		ft	1.5
Effective Porosity WQV =		cf	1260
Ponded WQV =		cf	7175
Total Filtration WQV =		cf	8435
Sedimentation Pond			
Sedimentation Pond Area =		sf	4646
Full Sedimentation/Biofiltration Pond		min. WQV	cf
Partial Sedimentation/Biofiltration Pond		cf	7688
Sedimentation Pond Volume (min. 20% WQV) =	3218	cf	
Biological Elements Calculations:			
Surface Area of Sedimentation Pond (SA) =	3734	sf	4646
Sedimentation Pond Plantings (min. 10% of SA) =	465	plants	465
Filtration Pond Plantings (min. 20% of Filtration Area) =	700	plants	700
Total Water Quality Volume (Sedimentation Volume + Biofiltration Volume) =		cf	16090



Biofiltration Pond

ELEV (FT)	AREA (SF)	AREA (AC)	AVG VOL (AC-FT)	CUMU VOL (AC-FT)	CUMU VOL (FT3)
770.55	3500	0.08	0.00	0.00	0
771.00	3588	0.08	0.00	0.00	177
772.00	4113	0.09	0.09	0.09	4028
773.00	4877	0.11	0.10	0.19	8423

Sedimentation Pond

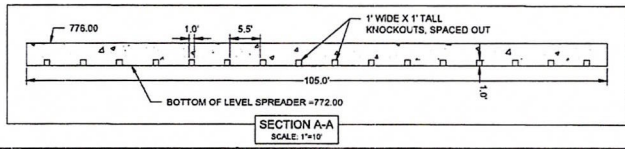
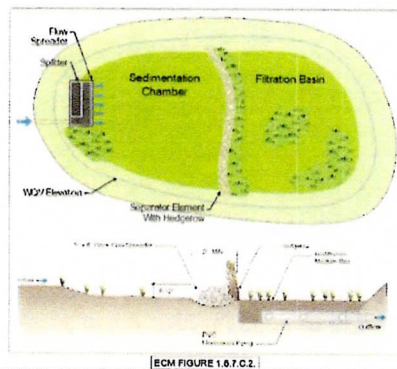
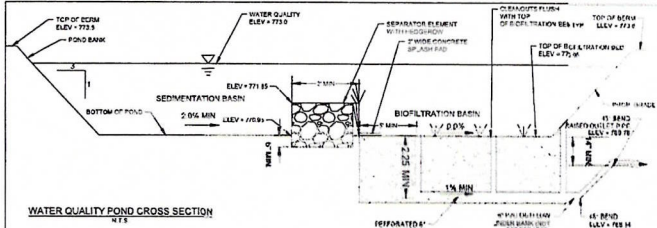
ELEV (FT)	AREA (SF)	AREA (AC)	AVG VOL (AC-FT)	CUMU VOL (AC-FT)	CUMU VOL (FT3)
770.95	0	0.00	0.00	0.00	0
771.00	549	0.01	0.00	0.00	14
772.00	4846	0.11	0.06	0.06	2611
773.00	5442	0.12	0.12	0.18	7655

Orifice Flow Equation for 48 Hour Drawdown

Q = CoA(2gh) ^{0.5}	Orifice Elevation =	769.70	Feet
Q = Orifice Flow - cubic feet/sec	WD Elevation =	773.00	Feet
Co = Orifice coefficient (Use 0.62)	Sand Bed Elev =	770.95	Feet
A = Orifice Area, feet squared	H (Over Sandbed) =	2.05	Feet
g = Gravitational Constant: 32.2 ft/sec ²	Total H (Over Orifice) =	3.30	Feet
H = Avg Head on Orifice Measured From Centline, Feet =		2.67	Feet
	Q = 0.09311 cfs	or	48.6
			Hours
Orifice Cap Diameter =	0.011	ft	0.14
Orifice Cap Area =	0.0001	sq ft	

FLOW FROM SPLITTER BOX TO WATER QUALITY POND

Q25 =	17.7	CFS
Q = vA		
A = Q/v	v = 2 ft/s	
A =	8.9	ft ²
A = Pw		
l = 105 ft	w = 1 ft	(or) 2' wide x 1' tall knockouts



DATE: 01/08/2021 11:00 AM PROJECT: NORTH TOWN II QUALITY ASSURANCE FIRM: P&S ENGINEERS, INC. SHEET: 59 OF 110

EXHIBIT A
EASEMENT TRACT
DETENTION POND A
(SP-2021-0444D)

DETENTION POND A

NORTHTOWN II
400 EAST WELLS
BRANCH PARKWAY



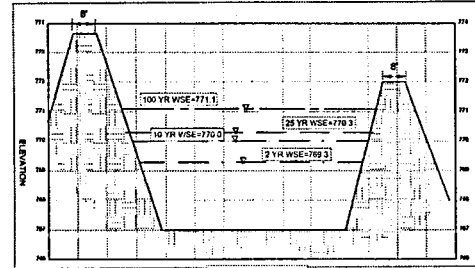
FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512) 394-1900
SHEET

60 OF 110
SP-2021-0444D

LEGEND

EXISTING	PROPOSED	SPOT ELEVATION
	X 639.8	
---	---	MAJOR CONTOUR
---	---	MINOR CONTOUR
---	---	STORMDRAIN

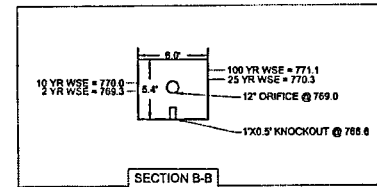
NOTES:
1. ALL POND BOTTOMS, SIDE SLOPES AND EARTHED EMBANKMENTS SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY IN ACCORDANCE WITH COA #1 STANDARD SPECIFICATION.



SECTION A-A
SCALE: V-1"=2', H-H.T.S.

POND A ELEVATION-AREA TABLE

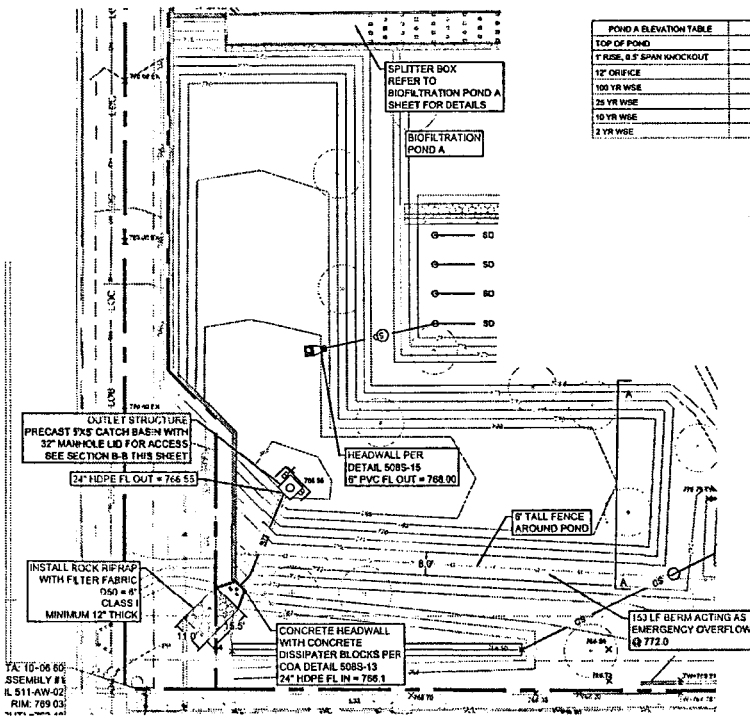
ELEV (FT)	AREA (SF)	AREA (AC)	AVG VOL. (AC-FT)	CUMU VOL. (AC-FT)	CUMU VOL. (FT ³)
768.8	0	0.0000	0.00	0.00	0
769	257	0.00751	0.00	0.00	65
769	2943	0.08554	0.04	0.04	1700
769	7200	0.20902	0.12	0.16	5051
770	11041	0.32276	0.22	0.38	6649
771	12690	0.36428	0.23	0.61	29277
772	14661	0.42817	0.23	1.00	43432



SECTION B-B
SCALE: 1"=2'

POND A ELEVATION TABLE

TOP OF POND	772.00
1\"/>	



DISCHARGE VELOCITY CALCULATION:

Q100 =	0.39 CFS
A =	3.3 SF
V =	2.9 FPS

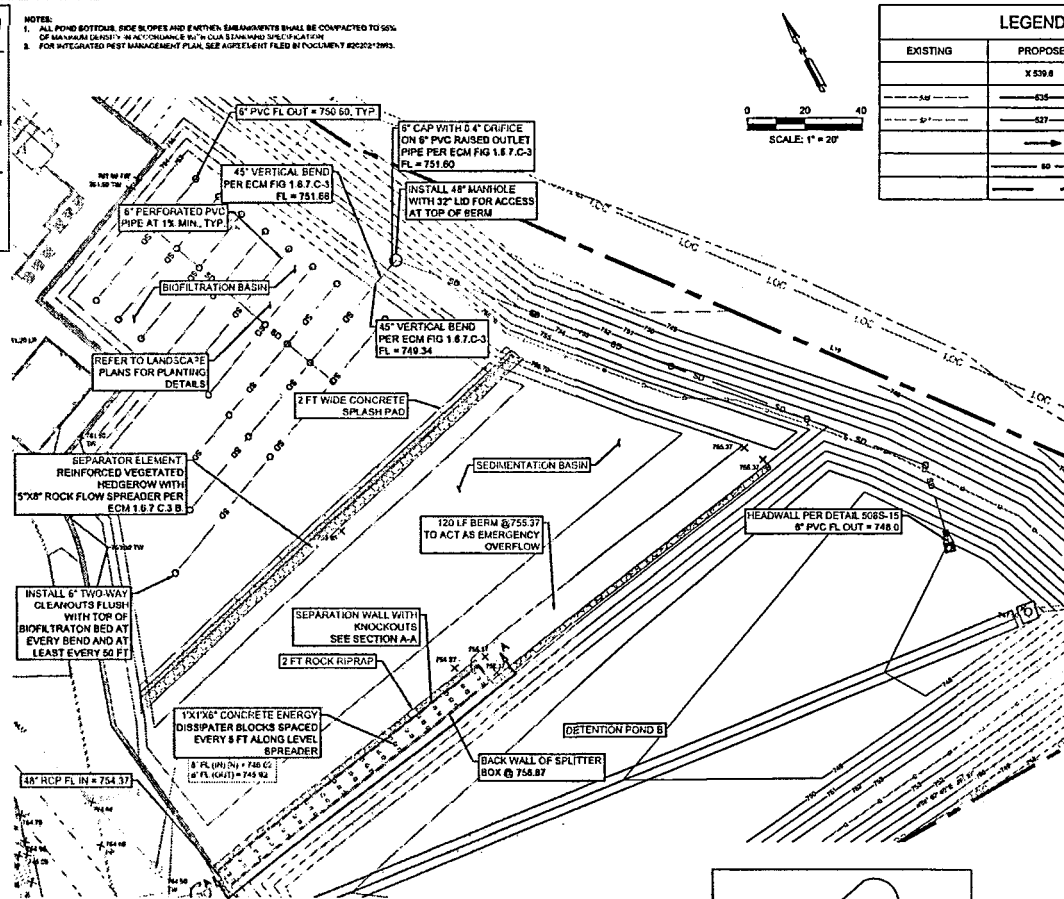
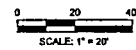
EXHIBIT A
EASEMENT TRACT
BIOFILTRATION POND B
(SP-2021-0444D)

BIOFILTRATION POND B
NORTHTOWN II
400 EAST WELLS
BRANCH PARKWAY



FIRM # F-15324
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SHEET
62 OF 110
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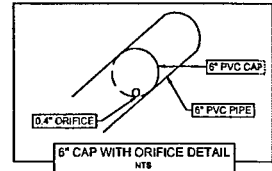
LEGEND		
EXISTING	PROPOSED	
	X 539.8	SPOT ELEVATION
	---	MAJOR CONTOUR
	---	MINOR CONTOUR
	→	FLOW ARROW
	---	STORMDRAIN
	---	CURB CUTS



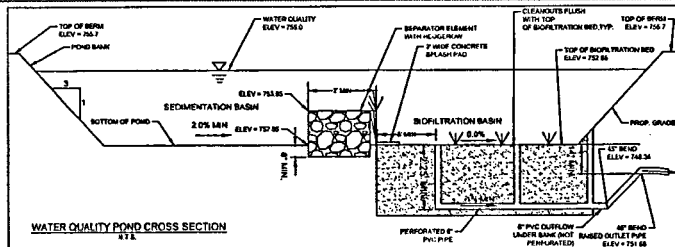
NOTES:
1. ALL POND BOTTOMS, SIDE SLOPES, AND FIFTEEN FEET WIDE BERM SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY OR ACCORDANCE BY 1/4\"/>

Biofiltration Pond					
ELEV (FT)	AREA (SF)	AREA (AC)	AVG VOL (AC-FT)	CUMU VOL (AC-FT)	CUMU VOL (FT3)
752.85	12000	0.28	0.00	0.00	0
751.00	12657	0.29	0.04	0.04	1848
754.00	13729	0.32	0.30	0.35	15042
755.00	14854	0.34	0.33	0.67	28334

Sedimentation Pond					
ELEV (FT)	AREA (SF)	AREA (AC)	AVG VOL (AC-FT)	CUMU VOL (AC-FT)	CUMU VOL (FT3)
752.85	0	0.00	0.00	0.00	0
753.00	1719	0.04	0.00	0.00	129
754.00	10137	0.23	0.14	0.14	6057
755.00	14104	0.32	0.28	0.42	18177



Q25 =	81.3	CFS
Q = vA		
A = Q/v	v = 2 ft/s	
A =	40.7 ft ²	
A = Pw		
1 = 215 ft	w = 1 ft	or (31) 2' wide x 1' tall knockouts



APPENDIX B-8 BIOFILTRATION POND CALCULATIONS FOR DEVELOPMENT PERMITS				
Drainage Area Data:				
Drainage Area to Control (DA)	10.531	ac/rs	458721	sq ft
Drainage Area IC (%)	80	%		
Capture Depth (CD)	1.20	in	0.1	ft
25 Year Peak Flow Rate to Control (Q25)	81.30	cfs		
100 Year Peak Flow Rate to Control (Q100)	109.10	cfs		
Water Quality Control Calculations:				
Total Water Quality Volume (WQV) (Drainage Area)	45872	cf	50457	cf
Water Quality Volume (WQV) (Pond)			755.00	R MSL
Elevation of Spill/Overflow Weir	(min. WQE)	R MSL	755	R MSL
Length of Spillway		ft	120	ft
Depth of Ponding (H)		ft	2.15	ft
Required Head to Pass Q100	Max. 1	ft	0.45	ft
Pond Freeboard Provided to Pass Q100	Min. 0.25	ft	0.25	ft
Top of Pond		R MSL	755.70	R MSL
Biofiltration Pond				
Filtration Pond Area (WQV/(4+1.33*H)) EGM 1.6.7.C	7355.88	sf	12000	sf
Depth of Growing Medium (min. 18")		ft	2.25	ft
Effective Porosity WQV		cf	6490	cf
Ponded WQV		cf	25600	cf
		Total Filtration WQV	32290	cf
Sedimentation Pond				
Sedimentation Pond Area				
Full Sedimentation/Biofiltration Pond				
Sedimentation Pond Volume	min. WQV	cf	N/A	cf
Partial Sedimentation/Biofiltration Pond				
Sedimentation Pond Volume (min. 20% WQV)	10091	cf	18177	cf
Biological Elements Calculations:				
Surface Area of Sedimentation Pond (SA)	8456	sf	10137	sf
Sedimentation Pond Planting (min. 10% of SA)	1014	plants	806	plants
Filtration Pond Planting (min. 20% of filtration area)	2400	plants	1613	plants
Total Water Quality Volume (Sedimentation Volume+Biofiltration Volume)			50457	cf

Q = CoA(2gh) ^{0.5}		Orifice Elevation =	751.60	Feet
Q = Orifice Flow - cubic feet/sec		WQ Elevation =	755.00	Feet
Co = Orifice coefficient (Use 0.62)		Sand Bed Elev =	752.85	Feet
A = Orifice Area, feet squared		H (Over Sandbed) =	2.15	Feet
g = Gravitational Constant, 32.2 ft/sec ²		Total H (Over Orifice) =	3.40	Feet
H = Avg Head on Orifice Measured From Centerline, Feet =			2.77	Feet
Q =	0.29200	cfs	or	48.8
				Hours
Orifice Cap Diameter =	0.04	ft	0.42	in
Orifice Cap Area =	0.0001	sq ft		

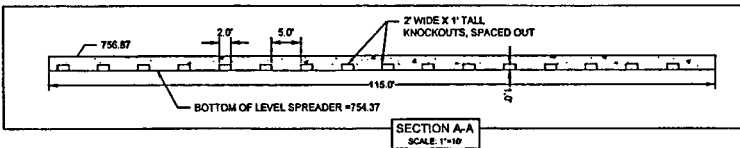


EXHIBIT A
EASEMENT TRACT
PRIVATE BIOFILTRATION POND C-1
(SP-2021-0444D)

PRIVATE BIOFILTRATION POND C-1
NORTHTOWN II
400 EAST WELLS
BRANCH PARKWAY

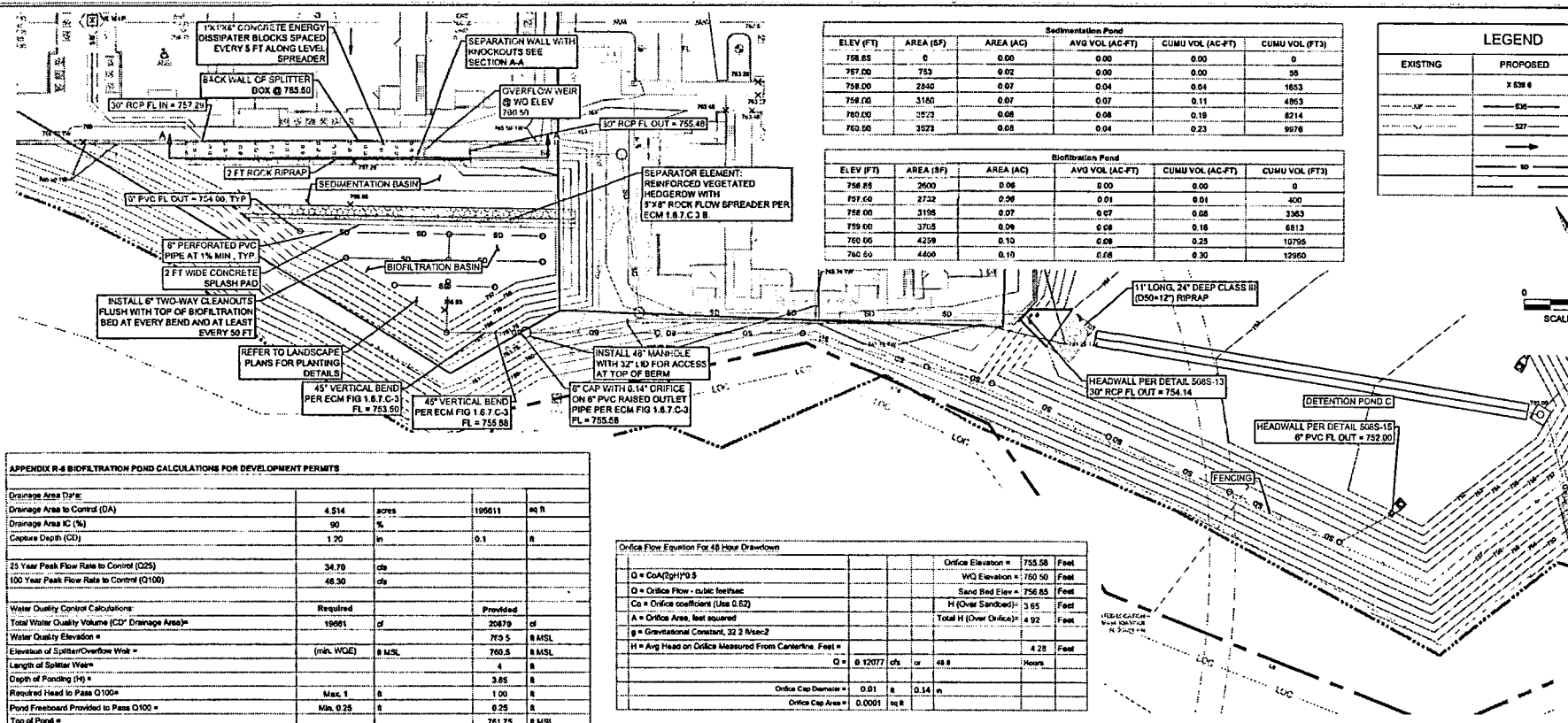


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SP-2021-0444D

LEGEND			
EXISTING	PROPOSED		
X 538 #			#POT ELEVATION
---	---		MAJOR CONTOUR
---	---		MINOR CONTOUR
→			FLOW ARROW
---	---		STORMWATER
---	---		CURB CUTS

Sedimentation Pond					
ELEV (FT)	AREA (SF)	AREA (AC)	AVG VOL (AC-FT)	CUMU VOL (AC-FT)	CUMU VOL (FT ³)
758.85	0	0.00	0.00	0.00	0
757.00	753	0.02	0.00	0.00	59
758.00	2840	0.07	0.04	0.04	1653
758.00	3180	0.07	0.07	0.11	4953
760.00	2523	0.08	0.08	0.19	8214
760.50	3523	0.08	0.04	0.23	9976

Biofiltration Pond					
ELEV (FT)	AREA (SF)	AREA (AC)	AVG VOL (AC-FT)	CUMU VOL (AC-FT)	CUMU VOL (FT ³)
758.85	2600	0.06	0.00	0.00	0
757.60	2732	0.06	0.01	0.01	400
758.00	3196	0.07	0.07	0.08	3363
759.60	3705	0.09	0.09	0.18	6813
760.00	4258	0.10	0.09	0.23	10798
760.50	4400	0.10	0.08	0.30	12960

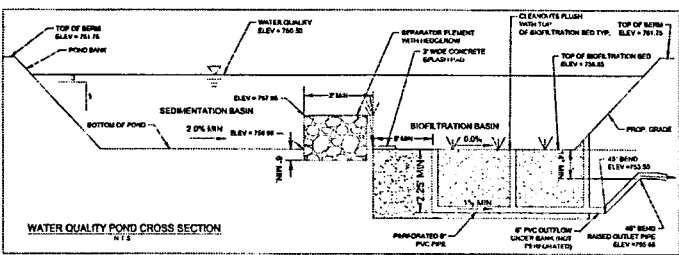


APPENDIX R-4 BIOFILTRATION POND CALCULATIONS FOR DEVELOPMENT PERMITS

Drainage Area D ₁₄	4.514	acres	199611	sq ft
Drainage Area to Control (DA)	90	%		
Drainage Area IC (%)	1.20	in	0.1	ft
Capture Depth (CD)				
25 Year Peak Flow Rate to Control (Q ₂₅)	34.70	cfs		
100 Year Peak Flow Rate to Control (Q ₁₀₀)	48.30	cfs		
Water Quality Control Calculations:	Required		Provided	
Total Water Quality Volume (CD* Drainage Area)	18961	cf	20870	cf
Water Quality Elevation			753.5	RMSL
Elevation of Spill/Overflow Weir	(min. WQE)	RMSL	760.5	RMSL
Length of Spill/Overflow Weir		ft	4	ft
Depth of Ponding (h)		ft	3.85	ft
Required Head to Pass Q ₁₀₀	Max. 1	ft	1.00	ft
Pond Freeboard Provided to Pass Q ₁₀₀	Min. 0.25	ft	0.25	ft
Top of Pond			761.75	RMSL
Biofiltration Pond				
Filtration Pond Area (WQV/(41.33"H) ECM 1.8.7.C)	2358	sq ft	2000	sq ft
Depth of Growing Medium (min. 18")		ft	2.25	ft
Effective Porosity WQV		cf	1404	cf
Ponded WQV		cf	9490	cf
Total Filtration WQV		cf	10894	cf
Sedimentation Pond				
Sedimentation Pond Area		sq ft	N/A	sq ft
Full Sedimentation/Biofiltration Pond				
Sedimentation Pond Volume	min. WQV	cf	N/A	cf
Partial Sedimentation/Biofiltration Pond				
Sedimentation Pond Volume (min 20% WQV)	4174	cf	9976	cf
Biological Elements Calculations:				
Surface Area of Sedimentation Pond (SA)	2733	sq ft	2840	sq ft
Sedimentation Pond Plantings (min. 10% of SA)	284	plants	284	plants
Filtration Pond Plantings (min. 27% of filtration area)	520	plants	520	plants
Total Water Quality Volume (Sedimentation Volume + Biofiltration Volume)		cf	20870	cf

Orifice Flow Equation For 48 Hour Drawdown

Q = Co*(2gh) ^{1/2} * A	Orifice Elevation =	755.58	Feet	
Q = Orifice Flow - cubic feet/sec	WQ Elevation =	760.50	Feet	
Co = Orifice coefficient (Use 0.62)	Sand Bed Elev =	756.85	Feet	
A = Orifice Area, feet squared	H (Over Sandbed) =	3.65	Feet	
g = Gravitational Constant, 32.2 ft/sec ²	Total H (Over Orifice) =	4.92	Feet	
H = Avg Head on Orifice Measured from Centerline, Feet	H = Avg Head on Orifice Measured from Centerline, Feet =	4.28	Feet	
Q = 0.12077 cfs or 48.8	Hours			
Orifice Cap Diameter =	0.01	ft	0.14	in
Orifice Cap Area =	0.0001	sq ft		



- NOTES:**
- ALL POND BOTTOMS, SIDE SLOPES AND EARTHEN ENHANCEMENTS SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH COA STANDARD SPECIFICATION.
 - FOR INTEGRATED PEST MANAGEMENT PLAN, SEE AGREEMENT FILED IN DOCUMENT #20210283.

FLOW FROM SPLITTER BOX TO WATER QUALITY POND

Q ₂₅ =	34.7	cfs
Q = VA		
A = Q/V	17.4	ft ²
A = Pw		
W = 1.8	or (19) 1" wide x 1" tall knockouts	

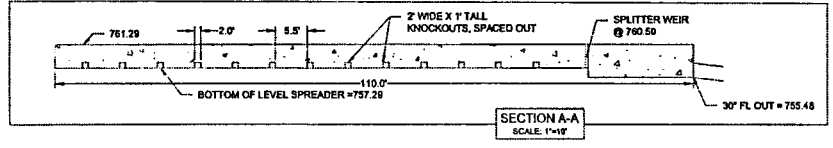
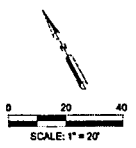


EXHIBIT A
EASEMENT TRACT
PRIVATE BIOFILTRATION POND C-2
(SP-2021-0444D)

PRIVATE
BIOFILTRATION
POND C-2
NORTHTOWN II
400 EAST WELLS
BRANCH PARKWAY



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5207 AIRPORT BOULEVARD
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SP-2021-0444D



LEGEND		
EXISTING	PROPOSED	
---	---	X 538.6 SPOT ELEVATION
---	---	MAJOR CONTOUR
---	---	MINOR CONTOUR
---	---	FLOW ARROW
---	---	STORMWATER
---	---	CURS CUTS

Orifice Flow Equation For 48 Hour Drawdown		Orifice Elevation = 754.30 Feet	
Q = CoA ^{2/3} h ^{5/2} / 5.66		WD Elevation = 759.00 Feet	
Q = Orifice Flow - cubic feet/sec		Sand Bed Elev = 755.55 Feet	
Co = Orifice coefficient (Use 0.62)		H (Over Sandbed) = 3.45 Feet	
A = Orifice Area, feet squared		Total H (Over Orifice) = 4.70 Feet	
g = Gravitational Constant, 32.2 ft/sec ²			
H = Avg Head on Orifice Measured From Centerline, Feet =		4.08 Feet	
		Hours	
Q = 0.13069 cfs	at	48 H	
Orifice Cap Diameter = 0.013 ft	0.16	in	
Orifice Cap Area = 0.0001 sq ft			

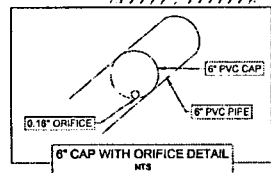
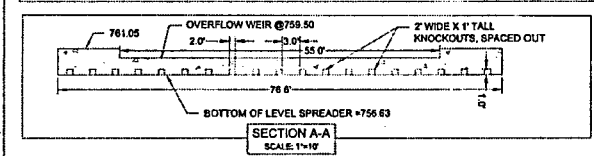
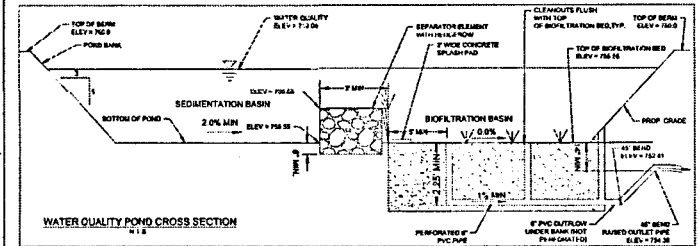
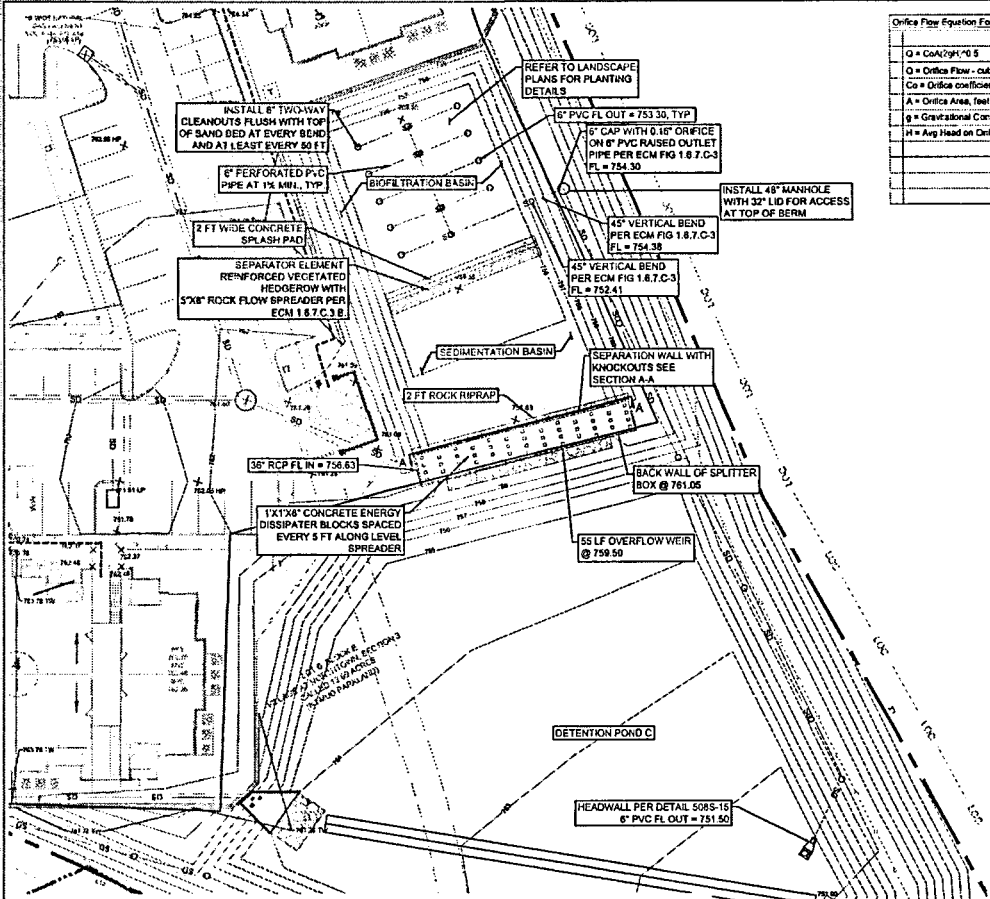
APPENDIX R-6 BIOFILTRATION POND CALCULATIONS FOR DEVELOPMENT PERMITS

Drainage Area Data	Required	Provided
Drainage Area to Control (DA)	4.779 acres	208190 sq ft
Drainage Area IC (%)	90 %	
Capture Depth (CD)	1.20 in	0.1 ft
25 Year Peak Flow Rate to Control (Q25)	36.50 cfs	
100 Year Peak Flow Rate to Control (Q100)	48.80 cfs	
Water Quality Control Calculations:		
Total Water Quality Volume (WQV) (2" Drainage Area)	20919 cf	22893 cf
Water Quality Elevation		756 ft MSL
Elevation of Splitter/Overflow Weir	(min. WQE) =	759.5 ft MSL
Length of Splitter Weir		55 ft
Depth of Ponding (H)		3.48 ft
Required Head to Pass Q100	Max. 1 ft	0.44 ft
Pond Freeboard Provided to Pass Q100	Min. 0.25 ft	0.25 ft
Top of Pond		759.60 ft MSL
Biofiltration Pond		
Filtration Pond Area (WQV/(4+1.33'H)) ECM 1.67 C =	2629.40 sf	3100 sf
Depth of Growing Medium (min. 18") =		2.75 ft
Effective Porosity WQV =		5674 cf
Ponded WQV =		10595 cf
Total Filtration WQV =		12369 cf
Sedimentation Pond		
Sedimentation Pond Area =		
Full Sedimentation/Biofiltration Pond		
Sedimentation Pond Volume =	min. WQV cf	N/A cf
Partial Sedimentation/Biofiltration Pond:		
Sedimentation Pond Volume (min. 20% WQV) =	4517 cf	10214 cf
Biological Elements Calculations:		
Surface Area of Sedimentation Pond (SA) ²	2960 sf	3390 sf
Sedimentation Pond Plantings (min. 10% of SA) ²	340 plants	340 plants
Filtration Pond Plantings (min. 20% of filtration area) ²	620 plants	690 plants
Total Water Quality Volume (Sedimentation Volume + Biofiltration Volume) =		22583 cf

Biofiltration Pond					
ELEV (FT)	AREA (SF)	AREA (AC)	AVG VOL (AC-FT)	CUMU VOL (AC-FT)	CUMU VOL (FT ³)
755.55	3100	0.07	0.00	0.00	0
756.00	3248	0.07	0.03	0.03	1428
757.00	3786	0.09	0.08	0.11	4944
758.00	4357	0.10	0.08	0.21	8015
759.00	4963	0.11	0.11	0.31	12875

Sedimentation Pond					
ELEV (FT)	AREA (SF)	AREA (AC)	AVG VOL (AC-FT)	CUMU VOL (AC-FT)	CUMU VOL (FT ³)
755.55	0	0.00	0.00	0.00	0
756.00	1456	0.03	0.01	0.01	378
757.00	3599	0.08	0.08	0.08	2755
758.00	3729	0.09	0.08	0.15	6318
759.00	4060	0.09	0.09	0.23	10214

FLOW FROM SPLITTER BOX TO WATER QUALITY POND	
Q25 =	36.5 cfs
Q = VA	
A = Q/V	v = 2.5 ft/s
A =	14.6 ft ²
A = Pw	w = 1.8 ft or (19) 1' wide x 1' tall knockouts



NOTES:
1. ALL POND BOTTOMS, SIDE SLOPES AND EARTHEN EMBANKMENTS SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH COA STANDARD SPECIFICATION
2. FOR INTEGRATED PEST MANAGEMENT PLAN, SEE AGREEMENT FILED IN DOCUMENT #2020121893

EXHIBIT A
EASEMENT TRACT
DETENTION POND C
(SP-2021-0444D)

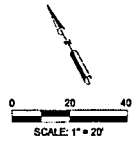
DETENTION POND C
NORTHTOWN II
400 EAST WELLS
BRANCH PARKWAY



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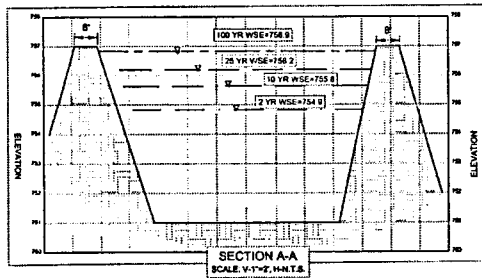
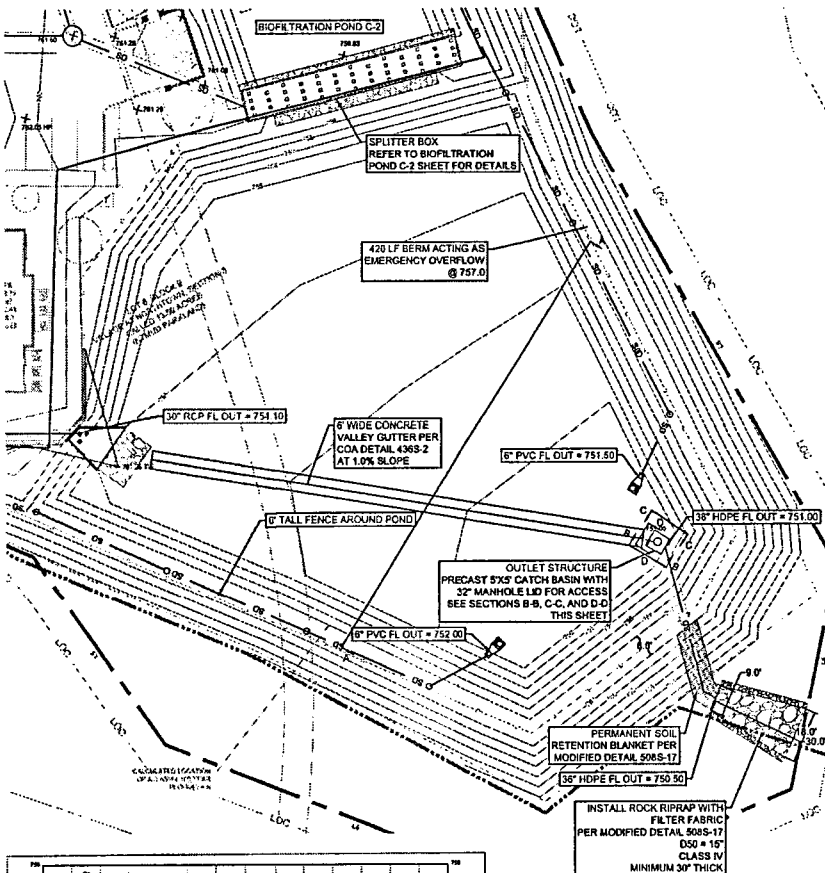
LEGEND		
EXISTING	PROPOSED	
	X 530 #	SPOT ELEVATION
---	---	MAJOR CONTOUR
---	---	MINOR CONTOUR
---	---	STORMDRAIN



NOTES:
1. ALL POND BOTTOMS, SIDE SLOPES AND EARTHEN EMBANKMENTS SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY BY ACCORDANCE WITH COA STANDARD SPECIFICATION.

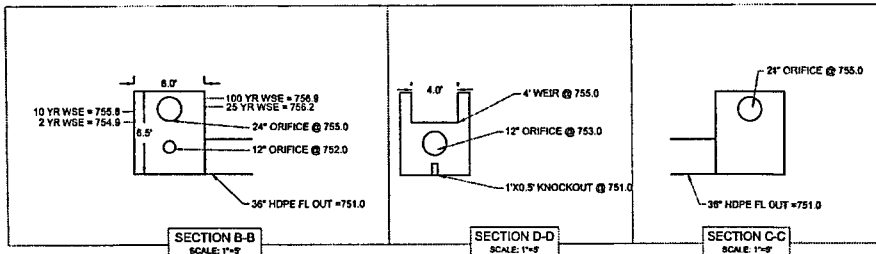
POND C ELEVATION TABLE	
TOP OF POND	757.00
1" RISE 8' SPAN KNOCKOUT	751.00
12" DIA ORIFICE	752.00
24" DIA ORIFICE	753.00
24" DIA ORIFICE	755.00
24" DIA ORIFICE	756.00
4" WEIR	756.00
100 YR WSE	756.90
25 YR WSE	756.20
10 YR WSE	755.80
2 YR WSE	754.90

POND C ELEVATION-AREA TABLE					
ELEV (FT)	AREA (SF)	AREA (AC)	AVG VOL (AC-FT)	CUMU VOL (AC-FT)	CUMU VOL (FT ³)
751	0	0.00000	0.00	0.00	0
752	3755	0.08609	0.04	0.04	1693
753	9608	0.22716	0.16	0.20	8733
754	11773	0.40001	0.32	0.52	22507
755	25465	0.58150	0.50	1.01	44168
756	28061	0.64119	0.61	1.63	70518
757	30091	0.69070	0.67	2.30	100025



INSTALL ROCK RIPRAP WITH FILTER FABRIC PER MODIFIED DETAIL 508S-17 D50 = 15" CLASS IV MINIMUM 30" THICK

DISCHARGE VELOCITY CALCULATION:
 $Q_{100} = 63.97 \text{ CFS}$
 $V = 10.7 \text{ FPS}^*$
 *CALCULATED IN STORMCAD



SECTION B-B SCALE: 1"=6"
SECTION D-D SCALE: 1"=6"
SECTION C-C SCALE: 1"=6"

**EXHIBIT B
WATER QUALITY CONTROL & DETENTION
MAINTENANCE AND INSPECTION PLAN**

The commercial water quality and detention ponds serving the development shall be maintained by the record owner in accordance with the City of Austin's Environmental Criteria Manual (ECM) standards, as updated from time to time. Compliance with these standards will be regulated and may be inspected by the Northtown Municipal Utility District (NTMUD).

NTMUD may inspect each commercial pond at least once every three years to ensure that the commercial pond is being maintained in accordance with the ECM standards. If the commercial pond fails inspection requiring an additional inspection, the NTMUD may charge a re-inspection fee.

Declarant's Responsibilities:

Construction of Stormwater Control Measures (SCM)

During construction, the ponds shall comply with the following construction requirements:

1. Sediment removed during construction of a detention, retention, or water quality facilities may be disposed of on-site if properly stabilized according to the practices outlined in the erosion and sedimentation control criteria found in ECM Section 1.4.0 of this manual. After the City of Austin has accepted a stormwater facility disposal of sediment must be at an approved landfill.
2. During construction of SCMs, temporary erosion and sedimentation controls shall be maintained.
3. If runoff is to enter the sand filtration chamber of a water quality control facility prior to completion of site construction and revegetation, inspection and maintenance of all temporary erosion/sedimentation controls are required, as described in the ECM Section 1.4.4, to prevent heavy sediment loads caused by home construction from clogging the filtration media.
4. In all cases, trees shall be preserved according to the requirements of Section 3 of the Environmental Criteria Manual. The access drive and staging area shall be designed to preserve trees 8" (inches) in diameter and greater to the maximum extent possible. Trees 8" in diameter and larger shall be surveyed and shown for the proposed access easement at the time of construction plan permitting.
5. For filtration systems the design media depth must be verified, accounting for consolidation. If insufficient depth is present, additional media must be added and pre-soaked until the design depth is achieved. Pre-soaking - apply 5—10 gallons of water per square foot of media area within one hour.

6. Retaining Walls - Retaining walls within SCMs require water-tightness. Water-tightness in retaining walls is essential to the function of the structure. Waterstops shall be provided during construction of expansion joints in retaining walls per COA Standard Specification 414S, Concrete Retaining Walls.

7. Grouted Rock Walls - Grouted rock walls are acceptable only if the design includes an impermeable barrier such as an approved geomembrane liner or reinforced concrete retaining wall. Free standing dry stacked rock walls are not acceptable in any SCM.

General SCM Major Maintenance Requirements

The following maintenance activities shall be performed on all SCMs, in addition to the requirements listed for the individual SCM types, to ensure proper function:

- a) Accumulated paper, trash and debris shall be removed every six (6) months or as necessary to maintain proper operation.
- b) Structural integrity shall be maintained at all times. Basins and all appurtenances shall be inspected annually, or more frequently if specified, and repairs shall be made if necessary. When maintenance or repairs are performed, the SCM shall be restored to the original lines and grades.
- c) Corrective maintenance shall occur:
 - i. Any time drawdown of the Water Quality Volume does not occur within ninety-six (96) hours (i.e., no standing water is allowed), unless a greater maximum drawdown time is specified in the plans.
 - ii. For detention ponds only, any time drawdown does not occur within twenty-four (24) hours.
- d) The inlet and outlet of SCMs shall be maintained unimpeded in order to convey flow at all times. Observed blockages to the inlet and outlet, due to vegetation, sediment, debris, or any other cause, shall be removed.
- e) No unvegetated area shall exceed ten (10) square feet. This performance requirement applies to the entire pond including the pond bottom, side slopes, and areas adjacent to the pond, and is intended to limit erosion.
- f) Integrated pest management shall be performed and shall adhere to ECM Section 1.6.2.F, Integrated Pest Management Guidelines.
- g) The minimum vegetation height shall be four (4) inches in the SCM and all appurtenances, including the toe of the berm or wall outside the SCM, where applicable.
- h) Sediment build-up shall be removed:
 - i. When the accumulation exceeds six (6) inches in splitter boxes, wet wells and basins.

- ii. When sediment traps are full.
- iii. When sediment, of any amount, causes standing water conditions or reduces basin storage by more than 10%.
- i) When sediment is removed, the following requirements apply:
 - i. Irrigation shall be provided, as needed, until vegetation is established (well rooted). See ECM Section 1.6.3.D, Irrigation Guidelines.
 - ii. The design depth of the filtration media shall be verified. See ECM Section 1.6.3.B.5.iii. Tilling of the filtration medium is not allowed.

SCM Maintenance & Inspection Requirements for Biofiltration Ponds

Routine Maintenance.

Once vegetation is established, biofiltration systems should require less maintenance than sand filtration systems because the vegetation protects the filtration media from surface crusting and sediment clogging. Plant roots also provide a pathway for water to permeate down into the media, thus further enhancing the hydraulic performance of the system. Unless damaged by unusual sediment loads, high flows, or vandalism, the biofiltration media should be left undisturbed and allowed to age naturally, and biofiltration pond vegetation shall be managed so that a dense, healthy vegetative cover is preserved. The following maintenance items should be performed depending on frequency and time of year:

Biweekly during first growing season: Inspect vegetation until 95% vegetative cover is established.

Monthly: Check for accumulated sediments, remove as needed.

Quarterly: Remove debris and accumulated sediment; replace soil media in void areas caused by settlement; repair eroded areas; remulch by hand any void areas.

Semi-annually: Remove and replace dead or diseased vegetation that is considered beyond treatment (see planting specifications); treat all diseased trees and shrubs mechanically or by hand depending on the insect or disease infestation. If drawdown exceeds the drawdown time according to ECM Section 1.6.3.C.1, lightly scarify soil with hand cultivator; if standing water remains for greater than 96 hours, remove top layer of sediment, mulch, and potentially vegetation; de-compact soil by scarification, and replace mulch and disturbed vegetation.

Late winter: Trim bunch grasses; mow turf grasses; harvest other types of vegetation according to recommendations in the planting specifications. Adhere to ECM Section 1.6.2.F.

Spring: Remove previous mulch layer and apply new mulch layer by hand (option) once every two to three years.

Integrated Pest Management Plan for Lots 1 and 8

An approved Integrated Pest Management Plan has been recorded with a Restrictive Covenant for all the site's ponds (document #2023_____).

The management of these SCMs must adhere to the techniques and control options described in this section and documented in an approved IPM plan. IPM is a continuous system of controlling pests (weeds, diseases, insects or others) in which pests are identified, action thresholds are considered, all possible control options are evaluated and selected control(s) are implemented. Control options which include biological, cultural, manual, mechanical and chemical methods are used to prevent or remedy unacceptable pest activity or damage. Choice of control option(s) is based on effectiveness, environmental impact, site characteristics, worker/public health and safety, and economics. The goal of an IPM system is to manage pests and the environment to balance benefits of control, costs, public health and environmental quality. IPM takes advantage of all appropriate pest management options.

Manage the treatment system in conformance with the following criteria:

Applicability of Plan - These performance requirements apply to the entire SCM, as well as areas immediately adjacent to and related to the facility (including access areas, easements, irrigation and infiltration areas, etc.).

Vegetation Functions - The vegetation in an SCM is integral and necessary for it to function properly. A minimum of 95% of the vegetation shall be alive and viable throughout the life of the system. No bare areas greater than 10 square feet may exist. These performance requirements apply to the entire SCM including the pond bottom, side slopes, and areas adjacent to the pond.

Mowing and/or Trimming - Mowing and/or trimming of herbaceous vegetation shall occur with certain restrictions.

1. **Tall and Medium Herbaceous Plants:** Trimming activities must not impinge on the growing tips (basal crown) of the bunchgrasses. Cutting these grasses below the basal crown will severely stress and possibly kill them. These plants shall be cut no lower than 18" from the ground. In all cases, clippings and trimmings shall be bagged and removed from the site.
2. **Turf and other Short Herbaceous Plants:** Sod-forming grasses may be mown or trimmed to an appropriate height. These plants shall not be scalped; cut no lower than four (4) inches from the ground. All clippings and trimmings shall be bagged and removed from the site.

Weed Management - A weed is generally defined as any plant in the wrong place. Refer to the original design and construction documents when uncertainty exists as to the appropriateness of a specific plant. Preventing the introduction of weeds is the most practical and cost-effective method for their management. Avoid bare soil by minimizing soil disturbance and properly managing desirable vegetation. Remove weeds early in their growth stage; before they set seed. Allow the desired vegetation to out-compete the weeds. It is necessary to allocate greater resources on landscape maintenance during the initial 3-year establishment period. During this time weed "pressure" from the drainage area will be greatest, as will availability of bare surface

areas within the treatment system. These factors allow weeds to gain a foothold, especially during the first few months of the life of the water quality control.

1. Cultivation - May be done with hand tools; using cultivating machines is not acceptable. Cultivation can be repeated at 2—3 week intervals during the growing season. Any bare areas must be re-seeded.
2. Biofiltration SCMs - Mulching to control weeds by blocking light and air space is acceptable.
 - a. Wood mulch, the traditional material for minimizing weeds in ornamental landscapes, is not recommended because it will tend to float or otherwise be washed out of the system. The innovative use of non-traditional mulches will be required when ornamental beds are used in biofiltration facilities. Gravel is permitted to cover the soil surface both in the sediment basin and the filter basin.
 - b. Gravel or crushed recycled glass equivalent in size to gravel may be used to cover the soil surface in biofiltration.
 - c. Weed fabric is not permitted in biofiltration due to the potential for clogging of the pores.

Pesticides (includes herbicides) and Fertilizer - The use of landscape chemicals, including fertilizer and pesticides, are not allowed within the treatment system without the approval of the City of Austin's IPM Coordinator. For additional information contact the City of Austin Watershed Protection Department - Environmental Resource Management Division.

Invasive or Noxious plants - Plant species listed as invasive or noxious by the Texas Department of Agriculture are not allowed to be planted or grown naturally in SCMs or their associated areas. Additionally, the City of Austin has a list of recommended top invasive plants to avoid. Refer to the following website for the list of plants and additional information: <http://www.austintexas.gov/invasive>.

Mosquito Management - SCMs shall not be a breeding place for mosquitoes. Incidental standing water must not be present for longer than four days (96 hours). If water exists for periods longer than this, the party responsible for maintenance shall remove the water from the SCM and conduct any repairs or design flaws to ensure that this condition is not repeated.

Wildlife and Pet Management - In addition to water quality treatment, SCMs offer environmental benefits such as providing food and habitat for wildlife. Pets may also be attracted to them. Digging or burrowing by animals is particularly troublesome. Activities by animals within the SCM should be discouraged so to not interfere with its functions and design objectives. Where on-going problems with wildlife exist, fencing or similar exclusionary methods shall be implemented.

Irrigation System Performance - Not all water quality treatment facilities include an irrigation system. When an irrigation system exists evaluate the efficiency of the system on a periodic basis, especially at the beginning of each irrigation season. The evaluation shall identify problems with the system and ensure that problems are properly addressed (See ECM Section 1.6.3.D, Irrigation Guidelines).

Erosion - Erosion damage to the treatment system shall be repaired immediately. Determine the cause of the erosion and address the situation to prevent it from recurring.

Plans for Specific Pests and Other Landscape Issues - Refer to the Grow Green website for updated versions of recommended management techniques for specific pests and issues. <http://www.austintexas.gov/department/grow-green>

Irrigation Guidelines for SCM

Irrigation is necessary to establish plants during the first 12-months after installation. Thereafter irrigation needs should be minimal and an irrigation system whether permanent or temporary may not be necessary depending on the weather, type of plants, and extent of plant establishment.

Supplemental watering after the first 12-months may be required during periods of extended drought if plant replacement occurred after the first year, for more mesic-type plants, and for trees. Trees typically require two to three years of supplemental water. The necessity for continued irrigation after the first year should be made by a landscape professional.

If an irrigation system is proposed, the design shall address both the SCM and plant health needs. In particular, overwatering is unacceptable as it will negatively impact the hydraulic performance and pollutant removal capabilities of SCM.

Treated wastewater effluent (also referred to as reclaimed water) contains nutrients at concentrations higher than stormwater runoff. Because these elevated nutrient concentrations would impair the nutrient removal function of SCM, no temporary or permanent irrigation of SCM may occur with reclaimed water or treated wastewater effluent.

The following minimum criteria will apply for permanent irrigation systems:

1. Soil water moisture sensors shall be installed and connected to the controller at appropriate depths and locations in the biofiltration basin.
2. No irrigation during periods when rainfall is occurring.
3. Irrigation shall not commence until the soil moisture content of the filtration media is $\leq 25\%$ of the Available Water Capacity (AWC). For plants native or adapted to arid and semi-arid conditions, irrigation shall not commence until the soil moisture content is \leq Wilting Point (WP), or 0% AWC.
4. Irrigation shall cease once the soil moisture content is $\leq 75\%$ AWC; 50% for plants native or adapted to arid and semi-arid conditions.

After Recording, Please Return To:
Northtown Municipal Utility District
c/o Carter Dean
Armbrust & Brown, PLLC
100 Congress Avenue, Ste. 1300
Austin, Texas 78701

**TEMPORARY CONSTRUCTION
AND ACCESS EASEMENT AGREEMENT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Temporary Construction and Access Easement Agreement ("Temporary Easement") is entered into between **NORTHTOWN MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas, whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701 ("Grantor") and **NORTHTOWN PHASE 2A LLC**, a North Carolina limited liability company, whose address is c/o Mikael Levey, Manager, 10 E 53rd Street, Floor 18, New York, NY 10022-5285 ("Grantee"). In this Agreement, Grantor and Grantee are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

- A. Grantor owns certain parcels of land situated in Travis County, Texas, more particularly described as Lots 5 and 6, Block E, Village at Northtown Section Three, a subdivision recorded as Document No. 201700273 of the Official Public Records of Travis County, Texas (the "Grantor Property").
- B. Grantee owns certain parcels of land situated in Travis County, Texas, more particularly described as Lots 1, Block E, Village at Northtown Section One, a subdivision recorded as Document No. 200900105 of the Official Public Records of Travis County, Texas and Lot 8, Block E, Village at Northtown Section Three, a subdivision recorded as Document No. 201700273 of the Official Public Records of Travis County, Texas (collectively, the "Grantee Property").
- C. Grantor is willing to grant to Grantee a temporary construction and access easement over and across a specified portion of the Grantor Property as depicted on **Exhibit "A"** attached hereto and made part hereof for all purposes (the "Temporary Easement Tract") for the purposes and on the terms and conditions set forth herein.

NOW, THEREFORE, Grantor hereby covenants, agrees, and declares that the Temporary Easement Tract shall be held, possessed, sold, and conveyed subject to the easement set forth below, which shall run with the land and encumber the Temporary Easement Tract:

1. Temporary Construction and Access Easement. Grantor hereby grants and conveys to Grantee and Grantee's agents, employees, licensees, invitees, contractors, and subcontractors a temporary, non-exclusive easement in, on, over, under, and across the Temporary Easement Tract for the purposes of:

a. Installing and constructing a wastewater main and associated appurtenances and connections, including all necessary lay-down areas and other construction activities, as necessary ("Wastewater Improvements").

b. Installing and constructing an eight (8) foot wide concrete trail, centered over the location of the Wastewater Improvements, and associated appurtenances, including all necessary lay-down areas and other construction activities, as necessary ("Trail Improvements").

c. Performing incidental grading related to development on Grantee Property located along the boundary lines of the Grantor Property and Grantee Property ("Grading").

d. Ingress and egress for vehicular and pedestrian access related to construction activities from Grantee Property or the public right of way. Grantee will establish and use only one route of vehicular access across the Temporary Easement Tract and will travel across the route by vehicle as little as possible in order to minimize damage to Grantor Property.

2. Duration. The Temporary Easement shall automatically terminate, without the need to execute or record any further document, and be of no further force or effect upon the earlier of (i) 30 days after Grantee's completion of construction of the Wastewater Improvements, Trail Improvements, and Grading (collectively, the "Improvements"); or (ii) December 31, 2024. Notwithstanding the foregoing, termination shall be effective without need for further action by any party; however, Grantee may, without the joinder of Grantor, execute, acknowledge, and record a termination of this Easement upon its expiration or termination.

3. Coordination. Grantee acknowledges that the Temporary Easement is located within a public park. Grantee will coordinate all construction activities with Grantor so as to minimize interference with park uses and assure the safety of Grantor's park patrons and residents.

4. Notice. Grantee or its contractor must give written notice to Grantor, including the name and telephone number of the project manager for each contractor, at least 48 hours prior to the commencement of any construction within the Temporary Easement Tract that disturbs the surface of the ground. Notice will be given to Grantor's district engineer (the "District Engineer") at the following address:

Scott J. Foster
360 Professional Services
P.O. Box 3639
Cedar Park, Texas 78630-3639
Email: scott.foster@360psinc.com

5. Limited Right of Use. Grantee and all its contractors must confine their work to the Temporary Easement Tract and may not use or enter any portion of Grantor's other property

for access or any other purposes. Grantee will be responsible for either the immediate correction, of or prompt reimbursement to Grantor for, any damage to any property of Grantor or its invitees, guests, agents or employees caused by the activities of Grantee, or its assignees, agents, contractors or subcontractors.

6. Hours of Work. Work within the Temporary Easement Tract may begin no earlier than 7:00 a.m. and must end within thirty (30) minutes after sundown.

7. Work Standards. All activities of Grantee and its contractors on or within the Temporary Easement Tract must be performed in compliance with all laws and in a manner which does not cause any material or permanent damage to the Temporary Easement Tract or any of Grantor's other property. No fuel or hazardous material storage tanks may be placed on or within the Temporary Easement Tract. At all times during any construction within the Temporary Easement Tract, Grantee and its contractors must keep the work site in a neat, safe, and orderly condition. Grantee will promptly remove trash and other debris related to the work of Grantee at the request of Grantor.

8. Fencing. During any construction within the Temporary Easement Tract, Grantee must fence the limits of the work area with temporary construction fencing, which must be six-foot chain link fence or better. All required fencing must be replaced and secured at the end of each work day. All gates in the construction fencing required to provide access to the work area must be locked when not actually in use by Grantee or its contractors and Grantor must be provided with a key or the combination to the locks.

9. Silt Fencing. At all times during any construction, silt fencing must be installed and maintained in good condition around the perimeter of the work area. Grantee will promptly repair or replace silt fencing that is in poor condition or missing at the request of Grantor.

10. Tree Protection and Replacement. Grantee agrees to protect all oak and other hardwood trees within the Temporary Easement Tract and to require its contractors to install appropriate tree protection and to avoid damage to all such hardwood trees. No hardwood trees may be removed from the Temporary Easement Tract without the prior written approval of Grantor. Any approved hardwood tree removal or tree trimming must be done in accordance with accepted horticultural practices, so as to prevent damage to or death of any hardwood trees and the spread of oak wilt. Grantee and its contractors must not pile spills or operate construction equipment in a manner that could damage any hardwood trees. Any additional hardwood or non-hardwood trees that Grantee wishes to remove must be approved in advance by the District Engineer. At the request of Grantor, Grantee will replace any hardwood tree that it removes without the written consent of Grantor.

11. Access. Access to the Temporary Easement Tract will be from Grantee Property or the public right of way and not over residential streets or over other property of Grantor. Grantee must enforce this requirement on its contractors, subcontractors, and assignees.

12. Restoration and Revegetation. Within two weeks of completion of construction of the Improvements, Grantee must, at its sole expense, remove all machinery, construction materials, refuse, debris, spoils, trash, and any other materials and structures generated or placed by Grantee

or any of its contractors on or within the Temporary Easement; fill all trenches and restore the surface of the Temporary Easement to the condition which existed prior to commencement of construction. This restoration must include any necessary replacement of topsoil, revegetation of all disturbed areas, repair of any damage to the trails on Grantor's property and repair of any other property damaged or destroyed by Grantee or its contractors. This two-week period may be extended with the approval of the District Engineer and only to the extent necessary due to weather-related delays. Upon completion of any required revegetation, Grantee must remove all erosion control devices and materials.

13. INDEMNITY. GRANTEE WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND GRANTOR'S EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSS, COST, EXPENSE, LIABILITY, OR DAMAGE (INCLUDING REASONABLE ATTORNEY'S FEES AND LITIGATION EXPENSES) CAUSED BY ANY ACT OR OMISSION OF GRANTEE AND/OR GRANTEE'S CONTRACTORS OR ANY OF THEIR EMPLOYEES, AGENTS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM IN CONNECTION WITH EXERCISING ANY RIGHTS UNDER THIS EASEMENT, WHETHER SUCH LOSS, COST, EXPENSE, LIABILITY, OR DAMAGE ARISES OUT OF DAMAGE TO OR LOSS OF PROPERTY, INJURY, OR DEATH.

14. Miscellaneous.

a. No modification of this Temporary Easement shall be effective unless it is in writing and is signed by the parties hereto or their respective heirs, successors, and assigns.

b. No waiver of any term or condition of this Temporary Easement shall be effective unless it is in writing and is signed by the person against whom enforcement of the waiver is sought, and then only in the particular circumstances specified. No failure by a person to exercise any right or privilege provided for herein, or to require timely performance of any obligation herein in strict accordance with the provisions hereof, shall preclude the exercise of such rights or privileges or the enforcement of such obligations in different circumstances or upon the reoccurrence of the same or similar circumstances. Moreover, the exercise of any remedy provided for at law, in equity, or herein shall not impliedly preclude the exercise of any other remedy except when, and then only to the extent that, the other remedy is expressly forbidden or limited by the provisions hereof.

c. If any term, provision, or covenant contained in this Temporary Easement shall be held invalid or unenforceable, the remainder of this Temporary Easement shall not be affected thereby, and each term, provision, and condition hereof shall be valid and enforceable to the fullest extent permitted by law.

d. This Easement shall be governed and construed in accordance with the laws of the State of Texas. Any action brought to enforce or interpret the terms of this Easement shall be brought in a court of appropriate jurisdiction in Travis County, Texas.

e. In any action to enforce the provisions of this Temporary Easement, the non-prevailing party shall be obligated to pay the attorney's fees of the prevailing party or parties.

f. The captions of the paragraphs of this Temporary Easement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

g. This Temporary Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of April 25, 2023 (the "Effective Date").

GRANTOR:

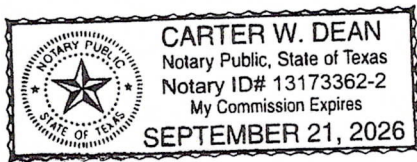
NORTHTOWN MUNICIPAL UTILITY
DISTRICT,
a political subdivision of the State of Texas

Brenda Richter
Brenda Richter
President, Board of Directors

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 25th day of April, 2023, by Brenda Richter, President of the Board of Directors of Northtown Municipal Utility District, a political subdivision of the State of Texas.

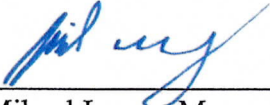


[Signature]
Notary Public, State of Texas

ACCEPTED AND AGREED:

GRANTEE:


NORTHTOWN PHASE 2A LLC,
a North Carolina limited liability company

By: 
Mikael Levey, Manager

STATE OF GEORGIA §

COUNTY OF COBB §

This instrument was acknowledged before me on this the 27th day of April 2023, by Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, on behalf of said companies.


Notary Public, State of Georgia



TEMPORARY ACCESS
EASEMENTS

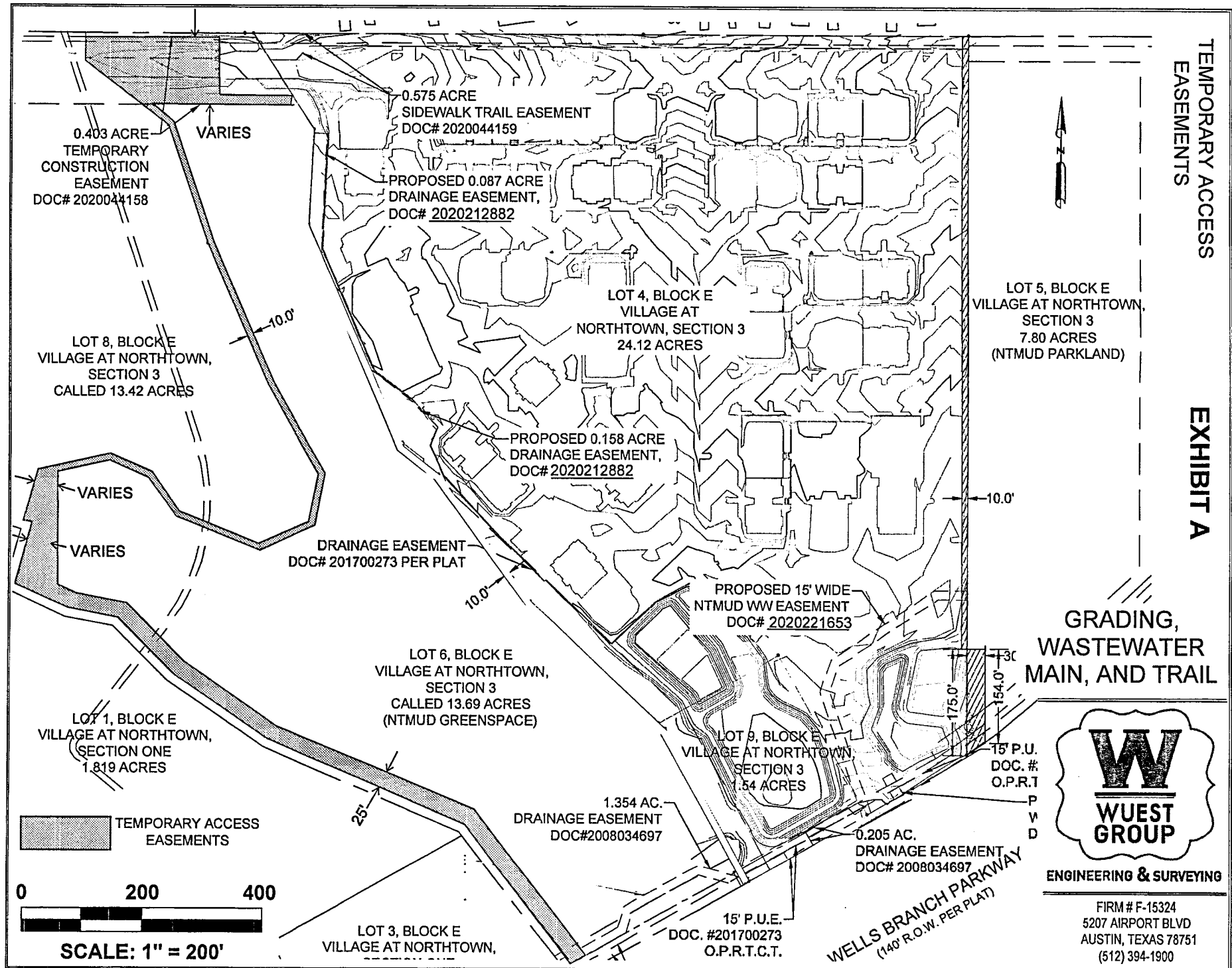
EXHIBIT A

GRADING,
WASTEWATER
MAIN, AND TRAIL

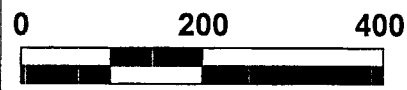


ENGINEERING & SURVEYING

FIRM # F-15324
5207 AIRPORT BLVD
AUSTIN, TEXAS 78751
(512) 394-1900



TEMPORARY ACCESS
EASEMENTS



SCALE: 1" = 200'

After Recording, Please Return To:
Northtown Municipal Utility District
c/o Carter Dean
Armbrust & Brown, PLLC
100 Congress Avenue, Ste. 1300
Austin, Texas 78701

EXCLUSIVE WATER LINES VAULT EASEMENT

Date: April 25, 2023

Grantor: NORTHTOWN PHASE 2A LLC, a North Carolina limited liability company

Grantor's Address: 10 E 53rd Street, Floor 18
New York, NY 10022-5285

Grantee: NORTHTOWN MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas

Grantee's Address: c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Travis County, Texas 78701

Easement Tract: All that parcel of land situated in Travis County, Texas, as more particularly described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities, as well as maintain the Easement Tract by clearing and removing vegetation, litter, and debris

Facilities: One or more water meters in vault structures for use in connection with raw, reclaimed, and potable water lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the Grantee an exclusive easement over, on, across, within and through the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, across, within and through the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the “**Easement**”).

TO HAVE AND TO HOLD the Easement to the Grantee and Grantee’s successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract but in no event shall Grantor (i) use the Easement Tract in any manner that interferes in any material way or is inconsistent with the rights granted hereunder, (ii) place any improvement, object, or encroachment of any kind in the Easement Tract, except pursuant to a license and consent to encroachment granted from Grantee to Grantor, or (iii) grant any other easements or rights that are inconsistent with Grantee’s rights hereunder in, on, over, or across the Easement Tract, except as provided above. Grantee shall not be obligated to restore or replace any improvements which have been removed, relocated, altered, damaged, or destroyed as a result of Grantee’s use of the Easement Tract.

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

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

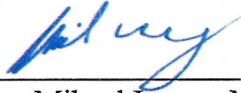
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Executed effective the Date first above stated.

GRANTOR:

NORTHTOWN PHASE 2A LLC,
a North Carolina limited liability company

By: MJL RE Holdings LLC,
a Connecticut limited liability company,
its Manager

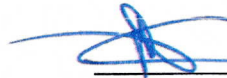
By: 
Mikael Levey, Manager

STATE OF GEORGIA §

COUNTY OF COBB §

This instrument was acknowledged before me on this the 27th day of April
2023, by Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company,
Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, on behalf of said
company.





Notary Public, State of Georgia

ACCEPTED AND AGREED:

GRANTEE:

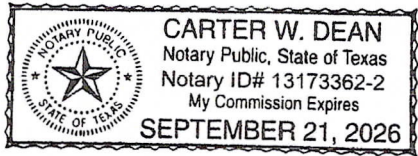
NORTHTOWN MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

Brenda Richter
Brenda Richter
President, Board of Directors

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 25th day of April, 2023, by Brenda Richter, President of the Board of Directors of Northtown Municipal Utility District, a political subdivision of the State of Texas.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION

OF A 0.053 ACRE (2,321 SQUARE FEET) TRACT OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY NO. 67, A-791, TRAVIS COUNTY, TEXAS; BEING OUT OF A PORTION OF LOT 1, BLOCK E, VILLAGE AT NORTHTOWN, SECTION ONE, A MAP OR PLAT OF RECORD IN DOCUMENT #200900105, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING CONVEYED TO NORTHTOWN PHASE 2A LLC BY DEED OF RECORD IN DOCUMENT #2019202330, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.053 ACRE TRACT OF LAND BEING COMPRISED OF TWO (2) TRACTS OF LAND, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1: 0.022 ACRE (965 SQUARE FEET)

COMMENCING at a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north curving right-of-way (R.O.W.) line of E. Wells Branch Parkway (140' R.O.W.) (see Doc. #2007205042, Official Public Records of Travis County, Texas), being the common south corner of said Lot 1 and Lot 7, Block E of said Village at Northtown, Section One, same being on the common south curving line of that certain called 1.354 acre Non-Exclusive Drainage Easement tract of record in Document #2008034697, Official Public Records of Travis County, Texas, and also a 10 feet wide Electric and Telecom easement of said Village at Northtown, Section One, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north curving R.O.W. line of E. Wells Branch Parkway and being the common south corner of said Lot 7 and Lot 2, Block E of said Village at Northtown, Section One, bears a chord bearing and distance of S 77°19'24" E – 298.70 feet;

THENCE with the curving north R.O.W. line of E. Wells Branch Parkway, the curving south line of said Lot 1, and the common curving south line of said 1.354 acre and 10 feet wide easement tracts, along a curve to the right having a radius of 1330.00 feet, an arc length of 1.46 feet, and a chord which bears N 70°49'09" W, a distance of 1.46 feet to a calculated point of curvature of a curve to the right for the **POINT OF BEGINNING** and southeast corner of the tract described herein;

THENCE continuing with the curving north R.O.W. line of E. Wells Branch Parkway, the curving south line of said Lot 1, and the common curving south line of said 1.354 acre and 10 feet wide easement tracts, same being with the curving south line of the tract described herein, along said curve to the right having a radius of 1330.00 feet, an arc length of 28.81 feet, and a chord which bears N 70°10'02" W, a distance of 28.81 feet to a calculated point of tangency for the southwest corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north curving R.O.W. line of E. Wells Branch Parkway, being on the south curving line of said Lot 1, same being on the common curving south line of said 1.354 acre and 10 feet wide easement tracts, bears a chord bearing and distance of N 65°53'45" W – 169.37 feet;

THENCE leaving the north curving R.O.W. line of E. Wells Branch Parkway and through the interior of said Lot 1, being through the interiors of said 1.354 acre and 10 feet wide easement tracts, with the west, north, and east lines of the tract described herein, the following three (3) courses and distances:

1. N 19°14'58" E, with the west line of the tract described herein, a distance of 33.36 feet to a calculated point for the northwest corner of the tract described herein,
2. S 70°45'02" E, with the north line of the tract described herein, a distance of 28.73 feet to a calculated point for the northeast corner of the tract described herein, and
3. S 19°06'55" W, a distance of 33.64 feet to the **POINT OF BEGINNING** and containing 0.022 acre (965 square feet) of land, more or less.

TRACT 2: 0.031 ACRE (1,356 SQUARE FEET)

COMMENCING at a 1/2" Iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being the common south corner of said Lot 1 and Lot 1, Carmen Subdivision, a map or plat of record in Document #201100198, Official Public Records of Travis County, Texas, same being the common south corner of said 10 feet wide Electric & Telecom Easement "Easement 1", said 1.354 acre tract, that certain called 1.288 acre Drainage Facilities Easement of record in Document #2008034698, Official Public Records of Travis County, Texas, that certain 10 feet wide Electric Easement of record in Volume 9083, Page 612 ("Easement 2"), Real Property Records of Travis County, Texas, that certain 10 feet wide Electric & Telecom Easement of record in Volume 9693, Page 623, Real Property Records of Travis County, Texas, from which a 1/2-inch iron rod found on the common line of said Lot 1, Block E and said Lot 1, Carmen Subdivision, bears N 27°48'31" E, a distance of 550.81 feet;



THENCE S 62°11'29" E, with the north R.O.W. line of E. Wells Branch Parkway and the common south line of said Lot 1, Block E, said 1.354 acre tract, and said 10 feet Electric & Telecom Easement 1, a distance of 10.00 feet to the **POINT OF BEGINNING** and southwest corner of the tract described herein;

THENCE leaving the north R.O.W. line of E. Wells Branch Parkway and through the interiors of said Lot 1, Block E, said 1.354 acre tract, and said 10 feet wide Electric and Telecom Easement 1, the following three (3) courses and distances:

1. N 27°51'10" E, with the east line of said 10 feet wide Electric & Telecom easement 2, being with the west line of the tract described herein, a distance of 63.00 feet to a calculated point for the northwest corner of the tract described herein,
2. S 62°11'29" E, leaving the east line of said 10 feet wide Electric & Telecom Easement 2 and with the north line of the tract describe herein, a distance of 21.52 feet to a calculated point for the northeast corner of the tract described herein, and
3. S 27°51'10" W, with the east line of the tract described herein, a distance of 63.00 feet to a calculated point on the north R.O.W. line of E. Wells Branch Parkway, being on the south line of said Lot 1, Block E, same being on the common south line of said 1.354 acre tract and said 10 feet wide Electric & Telecom Easement 1, for the southeast corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being on the common south line of said Lot 1, Block E, said 1.354 acre tract, and said 10 feet wide Electric & Telecom Easement 1, bears S 62°11'29" E, a distance of 167.34 feet;

THENCE N 62°11'29" W, with the north R.O.W. line of E. Wells Branch Parkway and the south line of said Lot 1, Block E, being with the common south line of said 1.354 acre tract and said 10 feet wide Electric & Telecom Easement 1, with the south line of the tract described herein, a distance of 21.52 feet to the **POINT OF BEGINNING** and containing 0.031 acre (1,356 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone (4203), NAD83, Grid.

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying survey map are true and correct to the best of my knowledge and belief and was prepared from an actual on-the-ground survey under my direction and supervision.



Cara L. Williams
RPLS No. 6336
State of Texas

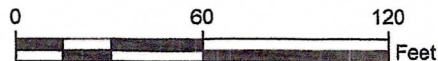
2-21-23

Date

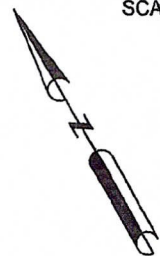


EXHIBIT "A"

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

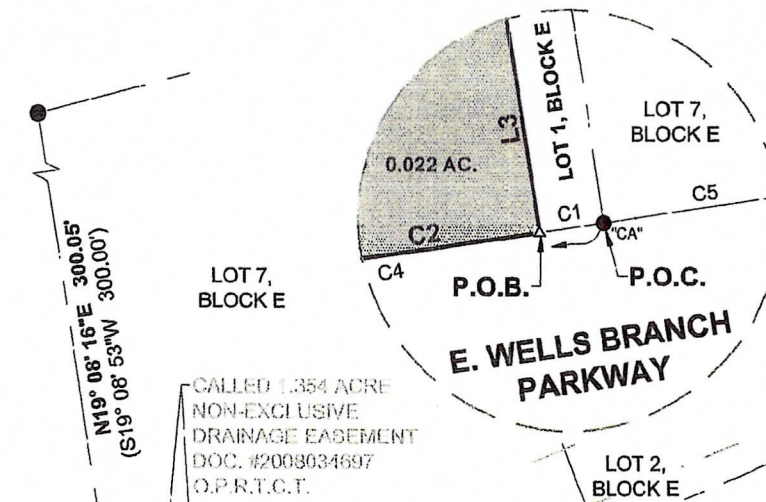


SCALE: 1" = 60'



(A)
**LOT 1,
BLOCK E**
VILLAGE AT NORTHTOWN,
SECTION ONE
DOC. #200900105
O.P.R.T.C.T.

10' WIDE ELECTRIC &
TELECOM EASEMENT
DOC. #200900105
O.P.R.T.C.T.



LOT 7,
BLOCK E

LOT 7,
BLOCK E

**E. WELLS BRANCH
PARKWAY**

LOT 2,
BLOCK E

E. WELLS BRANCH PARKWAY
(140' R.O.W.) (DOC. #2007205042 - O.P.R.T.C.T.)

**TRACT 1:
0.022 ACRE (965 SF)
WATER METER VAULT
EASEMENT (DOT HATCH)**

(A)
NORTHTOWN
PHASE 2A LLC
DOC. #2019202330
O.P.R.T.C.T.

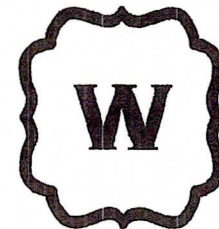
LEGEND

- 1/2" IRON ROD FOUND
- "CA" 1/2" IRON ROD W/CAP STAMPED "CUNNINGHAM & ALLEN" FOUND
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- () RECORD INFORMATION PER DOC. #200900105, O.P.R.T.C.T.

BEARING BASIS & HORIZONTAL DATUM:

TEXAS COORDINATE SYSTEM, GRID
NAD '83 (CENTRAL ZONE 4203)

NORTHTOWN II
400 E. WELLS BRANCH PKWY.
PFLUGERVILLE, TEXAS 78660
FEBRUARY, 2023
PROJECT NO. 0007-010



**ENGINEERING
& SURVEYING**

TBPELS FIRM # 10194507
AND FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512)394-1900

SHEET

3 OF **4**

Handwritten signature and date: 2-21-23

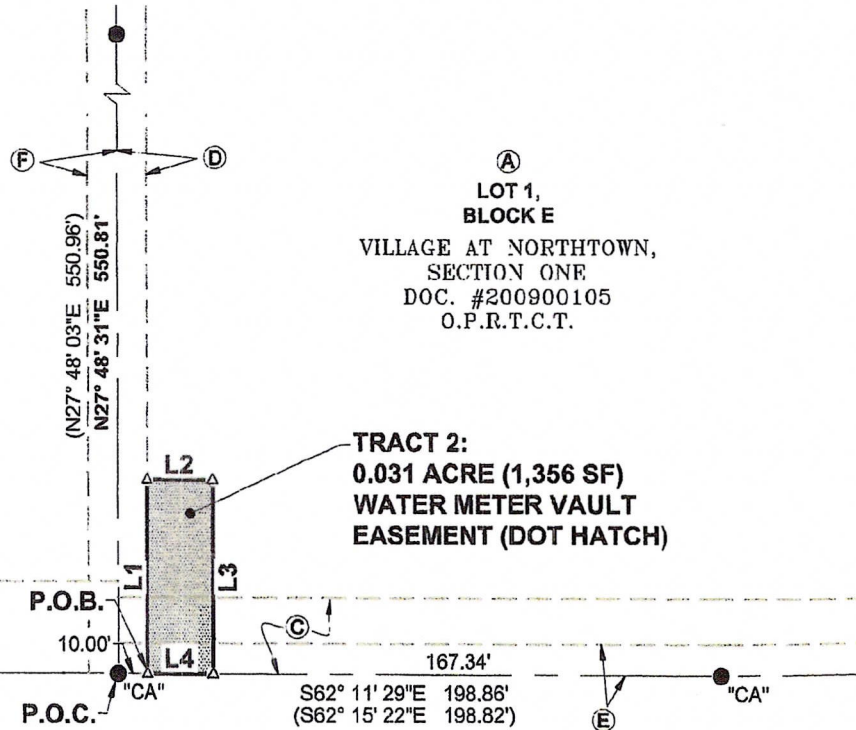
CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD
C1	1.46'	1330.00'	N70° 49' 09"W 1.46'
C2	28.81'	1330.00'	N70° 10' 02"W 28.81'
C3	169.49'	1330.00'	N65° 53' 45"W 169.37'
C4	199.75' (199.79')	1330.00' (1330.00')	S66° 32' 52"E 199.57' (S66° 32' 54"E 199.60')
C5	299.33' (299.33')	1330.00' (1330.00')	S77° 19' 24"E 298.70' (S77° 17' 57"E 298.70')

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N19° 14' 58"E	33.36'
L2	S70° 45' 02"E	28.73'
L3	S19° 06' 55"W	33.64'

EXHIBIT "A"

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N27° 51' 10"E	63.00'
L2	S62° 11' 29"E	21.52'
L3	S27° 51' 10"W	63.00'
L4	N62° 11' 29"W	21.52'



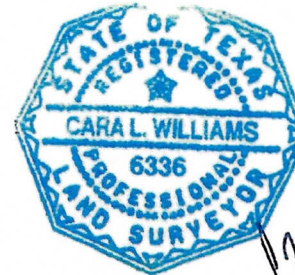
LOT 1
CARMEN SUBDIVISION
DOC. #201100198
O.P.R.T.C.T.

TRACT 2:
0.031 ACRE (1,356 SF)
WATER METER VAULT
EASEMENT (DOT HATCH)

LEGEND	
●	1/2" IRON ROD FOUND
● "CA"	1/2" IRON ROD W/CAP STAMPED "CUNNINGHAM & ALLEN" FOUND
△	CALCULATED POINT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
()	RECORD INFORMATION PER DOC. #200900105, O.P.R.T.C.T.

NORTHTOWN II
400 E. WELLS BRANCH PKWY.
PFLUGERVILLE, TEXAS 78660
FEBRUARY, 2023
PROJECT NO. 0007-010

E. WELLS BRANCH PARKWAY
(140' R.O.W.) (DOC. #2007205042 - O.P.R.T.C.T.)



CLW
2-21-23



ENGINEERING & SURVEYING

TBPELS FIRM # 10194507
AND FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512)394-1900

SHEET

4 OF 4

①
NORTHTOWN
PHASE 2A LLC
DOC. #2019202330
O.P.R.T.C.T.

③
CALLED 1.354 ACRE
NON-EXCLUSIVE
DRAINAGE EASEMENT
DOC. #2008034697
O.P.R.T.C.T.

⑤
10' WIDE ELECTRIC &
TELECOM EASEMENT
DOC. #200900105
O.P.R.T.C.T.

②
CALLED 1.288 ACRE
DRAINAGE FACILITIES
EASEMENT
DOC. #2008034698
O.P.R.T.C.T.

④
10' WIDE ELECTRIC
EASEMENT
VOL. 9083, PG. 612
R.P.R.T.C.T.

⑥
10' WIDE ELECTRIC &
TELECOM EASEMENT
VOL. 9693, PG. 623
R.P.R.T.C.T.

BEARING BASIS & HORIZONTAL DATUM:

TEXAS COORDINATE SYSTEM, GRID
NAD '83 (CENTRAL ZONE 4203)

AFFIDAVIT OF NO LIENS
[OWNERSHIP TYPE - ENTITY]

Date: April 27, 2023

Affiant: Mikael Levey

Affiant Title: Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

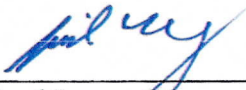
1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

NORTHTOWN PHASE 2A LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY

By: MJL RE Holdings LLC,
a Connecticut limited liability company,
its Manager

By: 

Mikael Levey, Manager


STATE OF GEORGIA §
 §
COUNTY OF COBB §

Before me, the undersigned notary, on this day personally appeared Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 27, 2023.

[Seal]





Notary Public, State of Georgia

After Recording, Please Return To:
Northtown Municipal Utility District
c/o Carter Dean
Armbrust & Brown, PLLC
100 Congress Avenue, Ste. 1300
Austin, Texas 78701

WASTEWATER LINE EASEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

KNOW ALL BY THESE PRESENTS:

THAT NORTHTOWN PHASE 2A LLC, a North Carolina limited liability company, whose address is c/o Mikael Levey, Manager, 10 E 53rd Street, Floor 18, New York, NY 10022-5285 ("Grantor"), for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to Grantor, in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, expressed or implied, is retained, has this date **GRANTED, SOLD, and CONVEYED** and, by these presents, does hereby **GRANT, SELL, and CONVEY** unto **NORTHTOWN MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas ("Grantee"), whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701, a permanent easement for the construction, operation, maintenance, repair, replacement, upgrade, decommissioning, and removal of wastewater lines and associated appurtenances and making connections therewith (the "Easement") in, upon, over, under, and across the following real property:

All that certain tract, piece, or parcel of land in Travis County, Texas, which is fully described and shown on **Exhibit "A" and "A-1"**, attached hereto and made a part hereof for all purposes ("Easement Tract");

TO HAVE AND TO HOLD the same, together with all and singular the rights and appurtenances thereto in any way belonging, perpetually unto Grantee and its successors and assigns together with the right and privilege at all times to enter onto the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement, upgrade, decommissioning and removal of wastewater lines and associated appurtenances and making connections therewith ("Easement Purpose"). Grantee, from time to time and as often as necessary, shall have the right of ingress and egress over, along and across Grantor's Property in order to access the Easement Tract for the Easement Purpose. Grantee will have the right to trim and remove trees, debris, vegetation, and litter, and to grade the surface of the Easement Tract as required to utilize the Easement for the purposes for which it is granted. The Easement will be non-exclusive, subject to the rights arising under the existing Permitted Exceptions described below; however, Grantor reserves the right to enter upon and use the surface of the Easement Tract but in no event shall Grantor (i) use the Easement Tract in any manner that interferes in any material way or is inconsistent with the rights granted hereunder, (ii) place any improvement, object, or encroachment of any kind in the Easement Tract, except pursuant to a license and consent

to encroachment granted from Grantee to Grantor, or (iii) grant any other easements or rights that are inconsistent with Grantee's rights hereunder in, on, over, or across the Easement Tract, except as provided above. Grantor or any other party exercising any rights within the Easement Tract will be liable for any and all damages resulting to the Easement Tract or the facilities of Grantee within the Easement Tract as a result of their activities and, upon completing such activities, will be responsible for restoring the surface of the Easement Tract, at such party's sole cost and expense, to the extent necessary so as to not interfere in any material way with Grantee's use of the Easement herein granted. Grantee will have no liability or responsibility for the repair or replacement of any improvements or encroachments (such as signage, fences, gates, paving, landscaping, irrigation and dry utilities) placed within the Easement Tract by Grantor or any other third party which may be damaged or destroyed by Grantee's exercise of its rights within the Easement.

Grantor covenants and agrees to WARRANT AND FOREVER DEFEND title to the Easement granted to Grantee and its successors and assigns against every person lawfully claiming or to claim the same or any part thereof, subject to all matters of record in the Real Property Records of the Texas county in which the Easement Tract is located to the extent that the same are valid and subsisting and affect the Easement Tract as of the effective date of the Easement (the "Permitted Exceptions").

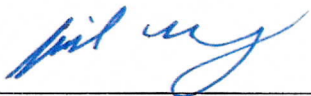
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of April 27, 2023.

GRANTOR:

NORTHTOWN PHASE 2A LLC,
a North Carolina limited liability company


By: MJL RE Holdings LLC,
a Connecticut limited liability company,
its Manager

By: 
Mikael Levey, Manager

STATE OF GEORGIA §

COUNTY OF COBB §

This instrument was acknowledged before me on this the 27th day of April 2023, by Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, on behalf of said company.



Notary Public, State of Georgia



ACCEPTED AND AGREED:

GRANTEE:

NORTHTOWN MUNICIPAL UTILITY
DISTRICT,
a political subdivision of the State of Texas

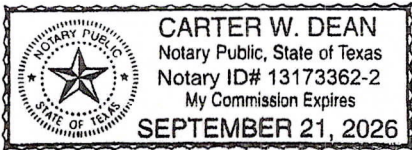


Brenda Richter
President, Board of Directors

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 25th day of April 2023, by Brenda Richter, President of the Board of Directors of Northtown Municipal Utility District, a political subdivision of the State of Texas.





Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION

OF A 0.173 ACRE (7,522 SQUARE FEET) TRACT OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY NO. 67, A-791, TRAVIS COUNTY, TEXAS; BEING OUT OF A PORTION OF LOT 8, BLOCK E, VILLAGE AT NORTHTOWN, SECTION THREE, A MAP OR PLAT OF RECORD IN DOCUMENT #201700273, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 8 BEING CONVEYED TO NORTHTOWN PHASE 2A LLC BY DEED OF RECORD IN DOCUMENT #2019202330, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.173 ACRE TRACT OF LAND BEING COMPRISED OF TWO (2) TRACTS OF LAND, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1: 0.113 ACRE (4,921 SQUARE FEET)

BEGINNING at a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north right-of-way (R.O.W.) line of E. Wells Branch Parkway (140' R.O.W.) (see Doc. #2007205042, Official Public Records of Travis County, Texas), being the common south corner of said Lot 8 and Lot 3, Block E, Village at Northtown, Section One, a map or plat of record in Document #200900105, Official Public Records of Travis County, Texas, same being the common south corner of a 10 feet wide Electric and Telecom easement of said Village at Northtown, Section One, and that certain called 412 square feet wastewater easement of record in Document #2009113941, Official Public Records of Travis County, Texas, same being on the south line of that certain called 1.354 acre Non-Exclusive Drainage Easement tract of record in Document #2008034697, Official Public Records of Travis County, Texas, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being the southwest corner of said Lot 3, bears S 88°02'04" W, a distance of 378.25 feet;

THENCE N 09°50'54" W, leaving the north R.O.W. line of E. Wells Branch Parkway and with the west line of said Lot 8, also being with the east lines of said Lots 3 and 1, also being with a portion of the west line of the tract described herein, passing at a distance of 302.98 feet a 1/2" iron rod with cap stamped "Cunningham & Allen" found being the common east corner of said Lots 3 and 1, and continuing for a total distance of 311.00 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found being an angle point on the common line of said Lots 8 and 1;

THENCE N 09°50'54" W, leaving the east line of said Lot 1 and through the interior of said Lot 8, continuing with a portion of the west line of the tract described herein, a distance of 30.18 feet to a calculated point on the common line of said Lot 8 and Lot 6, Block E of said Village at Northtown, Section Three, for the northernmost corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found being an angle point on the east line of said Lot 8, bears N 39°17'41" W, a distance of 327.19 feet;

THENCE with the common line of said Lots 8 and 6, being with the east line of the tract described herein, the following two (2) courses and distances:

1. S 39°17'41" E, a distance of 30.46 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found being an angle point on the common line of said Lots 8 and 6, for an angle point on the east line of the tract described herein, and
2. S 09°50'34" E, a distance of 316.72 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being the common south corner of said Lots 8 and 6, same being on the south line of said 1.354 acre Non-Exclusive Drainage Easement, same being on the south line of a 15 feet Public Utility Easement of said Village at Northtown, Section Three, same being the southeast corner of that certain called 412 square feet Wastewater Easement of record in Document #2009113941, Official Public Records of Travis County, Texas, for the southeast corner of the tract described herein;

THENCE S 88°02'04" W, with the north R.O.W. line of E. Wells Branch Parkway and the south line of said Lot 8, being with the south line of the tract described herein, a distance of 15.09 feet to the **POINT OF BEGINNING** and containing 0.113 acre (4,921 square feet) of land, more or less.

TRACT 2: 0.060 ACRE (2,601 SQUARE FEET)

COMMENCING 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being the common south corner of said Lots 8 and 6, same being on the common south line of said 15 feet wide Public Utility Easement and said 1.354 acre Non-Exclusive Drainage Easement, same being the southeast corner of said 412 square feet Wastewater Easement;



THENCE leaving the north R.O.W. line of E. Wells Branch Parkway and with the east line of said Lots 8 and 6, the following three (3) courses and distances:

1. N 09°50'34" W, a distance of 316.72 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found,
2. N 39°17'41" W, a distance of 358.25 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found, and
3. N 28°19'36" W, a distance of 190.27 feet to a calculated point for the POINT OF BEGINNING and south corner of the tract described herein;

THENCE N 31°46'21" W, leaving the west line of said Lot 6 and through the interior of said Lot 8, with a portion of the west line of the tract described herein, a distance of 60.59 feet to a calculated point on the common line of said Lots 8 and 1, for an angle point on the west line of the tract described herein;

THENCE with the common line of said Lots 8 and 1, with a portion of the west line of the tract described herein, the following two (2) courses and distances:

1. N 17°19'43" W, a distance of 65.97 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found, and
2. N 51°07'55" W, a distance of 49.64 feet to a calculated point;

THENCE N 31°46'21" W, leaving the east line of said Lot 1 and through the interior of said Lot 8, being with a portion of the west line of the tract described herein, a distance of 67.74 feet to a calculated point on the common line of said Lots 8 and 6, for the north corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found being an angle point on the common line of said Lots 8 and 6, bears N 38°39'37" W, a distance of 62.85 feet;

THENCE with the common line of said Lots 8 and 6, being with the east line of the tract described herein, the following three (3) courses and distances:

1. S 38°39'37" E, a distance of 35.24 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found,
2. S 51°10'33" E, a distance of 83.79 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found, and
3. S 17°23'26" E, a distance of 129.08 feet to the POINT OF BEGINNING and containing 0.060 acre (2,601 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone (4203), NAD83, Grid.

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying survey map are true and correct to the best of my knowledge and belief and was prepared from an actual on-the-ground survey under my direction and supervision.

3-10-23

Cara L. Williams
RPLS No. 6336
State of Texas

Date

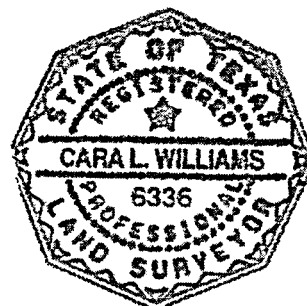
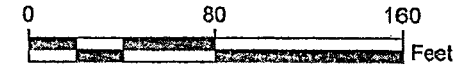
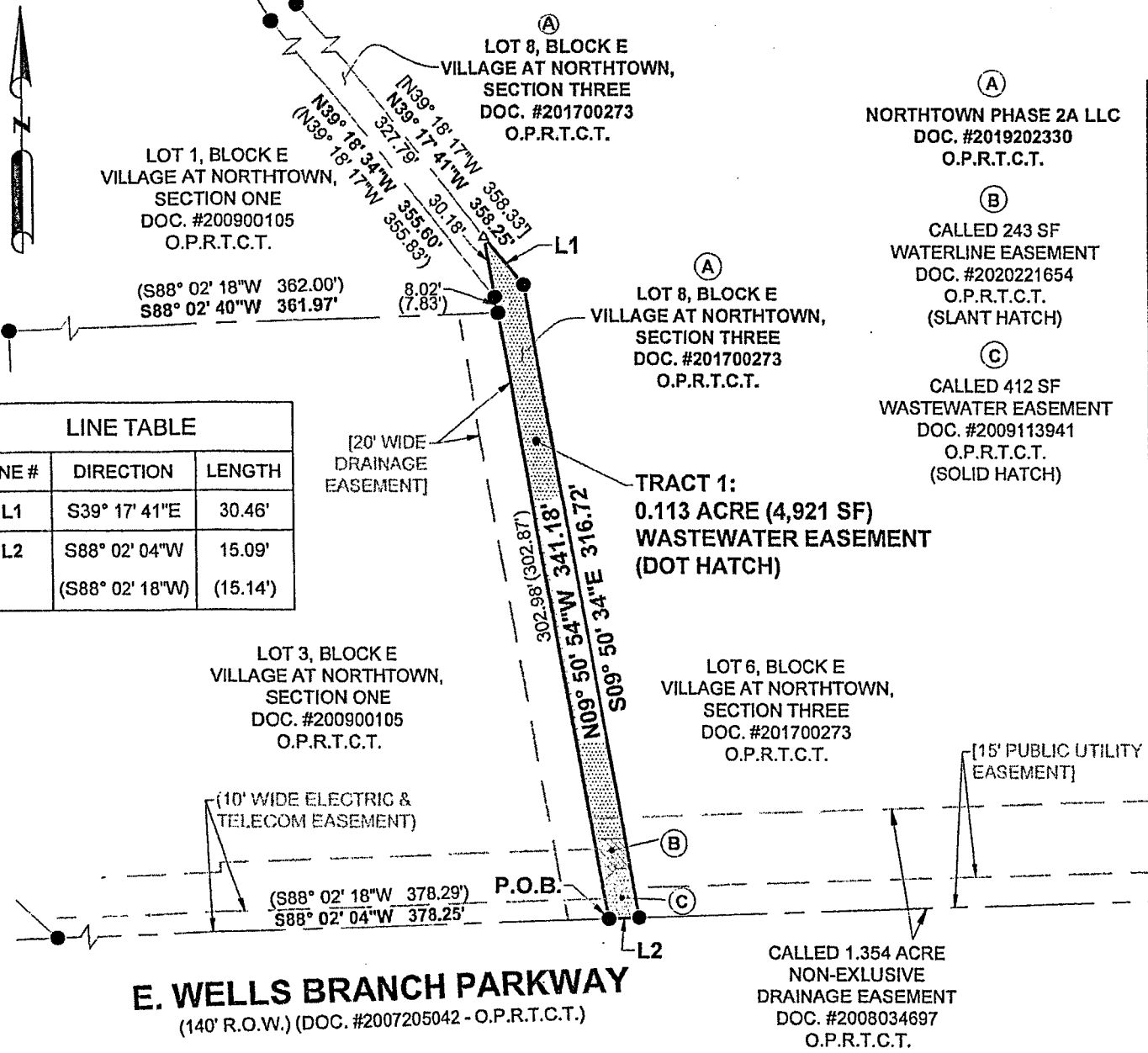


EXHIBIT "A-1"

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION



SCALE: 1" = 80'

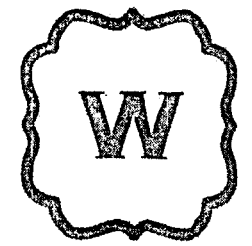


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S39° 17' 41"E	30.46'
L2	S88° 02' 04"W	15.09'
	(S88° 02' 18"W)	(15.14')

LEGEND

- 1/2" IRON ROD W/CAP STAMPED "CUNNINGHAM & ALLEN" FOUND
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- () RECORD INFORMATION PER DOC. #200900105, O.P.R.T.C.T.
- [] RECORD INFORMATION PER DOC. #201700273, O.P.R.T.C.T.

NORTHTOWN II
400 E. WELLS BRANCH PKWY.
PFLUGERVILLE, TEXAS 78660
MARCH, 2023
PROJECT NO. 0007-010



ENGINEERING & SURVEYING

TBPELS FIRM# 10194507
AND FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512)394-1900

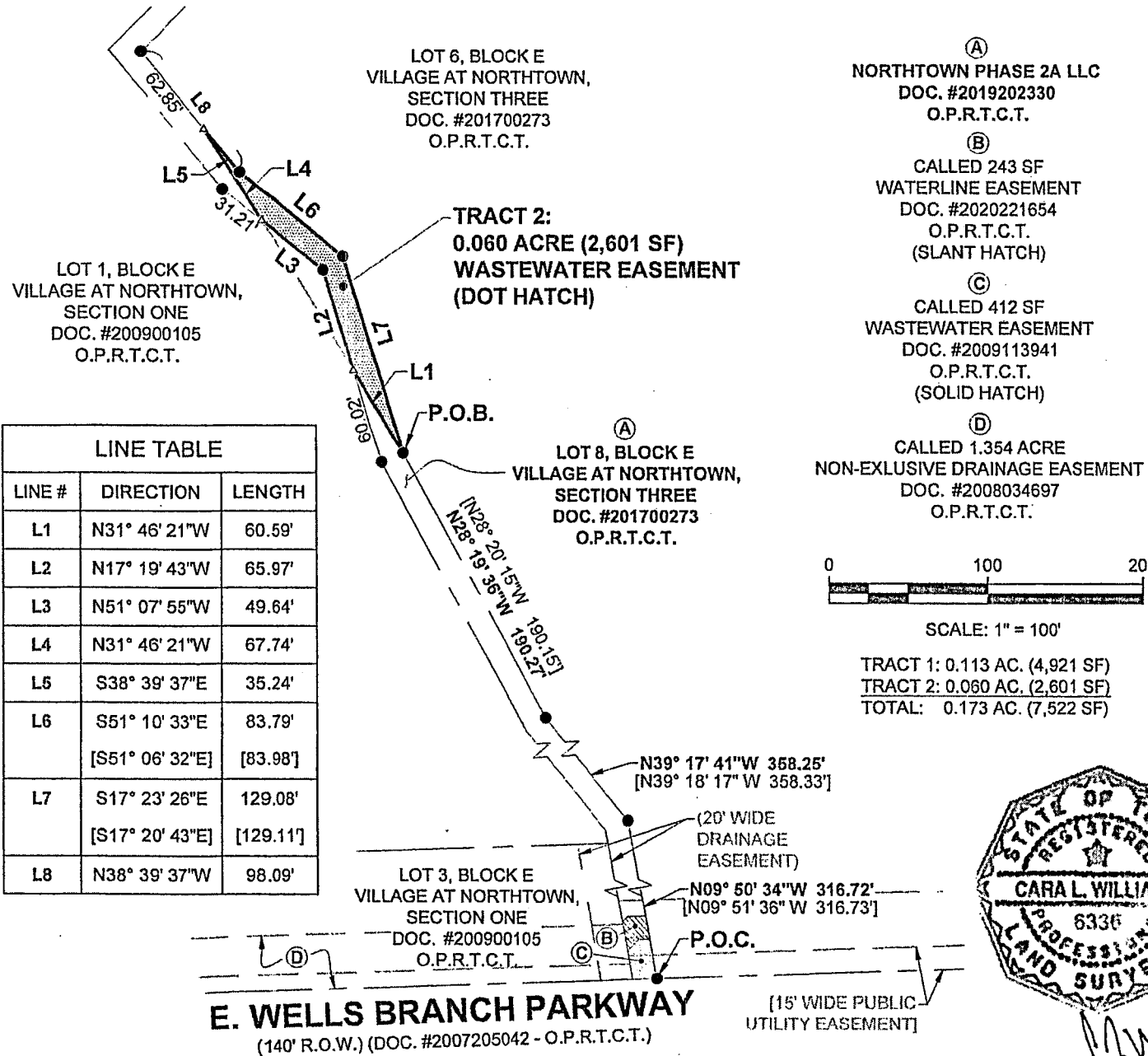
SHEET
3 OF **4**

BEARING BASIS & HORIZONTAL DATUM:

TEXAS COORDINATE SYSTEM, GRID
NAD '83 (CENTRAL ZONE 4203)

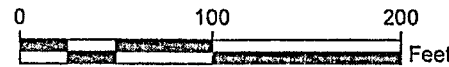
EXHIBIT "A-1"

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION



- (A) NORTHTOWN PHASE 2A LLC
DOC. #2019202330
O.P.R.T.C.T.
- (B) CALLED 243 SF WATERLINE EASEMENT
DOC. #2020221654
O.P.R.T.C.T. (SLANT HATCH)
- (C) CALLED 412 SF WASTEWATER EASEMENT
DOC. #2009113941
O.P.R.T.C.T. (SOLID HATCH)
- (D) CALLED 1.354 ACRE NON-EXCLUSIVE DRAINAGE EASEMENT
DOC. #2008034697
O.P.R.T.C.T.

LEGEND	
●	1/2" IRON ROD W/CAP STAMPED "CUNNINGHAM & ALLEN" FOUND
△	CALCULATED POINT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
[]	RECORD INFORMATION PER DOC. #201700273, O.P.R.T.C.T.
()	RECORD INFORMATION PER DOC. #200900105, O.P.R.T.C.T.

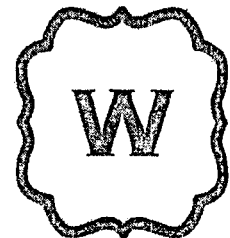


SCALE: 1" = 100'

TRACT 1: 0.113 AC. (4,921 SF)
TRACT 2: 0.060 AC. (2,601 SF)
TOTAL: 0.173 AC. (7,522 SF)



NORTHTOWN II
400 E. WELLS BRANCH PKWY.
PFLUGERVILLE, TEXAS 78660
MARCH, 2023
PROJECT NO. 0007-010



ENGINEERING & SURVEYING

TBPELS FIRM # 10194507
AND FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512)394-1900

SHEET
4 OF 4



Cara L. Williams
3-10-23

AFFIDAVIT OF NO LIENS
[OWNERSHIP TYPE - ENTITY]

Date: April 27, 2023

Affiant: Mikael Levey

Affiant Title: Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

NORTHTOWN PHASE 2A LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY

By: MJL RE Holdings LLC,
a Connecticut limited liability company,
its Manager

By: 
Mikael Levey, Manager

STATE OF GEORGIA §
 §
COUNTY OF COBB §

Before me, the undersigned notary, on this day personally appeared Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 27, 2023.

[Seal]



Notary Public, State of Georgia



After Recording. Please Return To:
Northtown Municipal Utility District
c/o Carter Dean
Armbrust & Brown, PLLC
100 Congress Avenue, Ste. 1300
Austin, Texas 78701

WASTEWATER LINE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT NORTHTOWN PHASE 2A LLC, a North Carolina limited liability company, whose address is c/o Mikael Levey, Manager, 10 E 53rd Street, Floor 18, New York, NY 10022-5285 ("Grantor"), for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to Grantor, in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, expressed or implied, is retained, has this date **GRANTED, SOLD, and CONVEYED** and, by these presents, does hereby **GRANT, SELL, and CONVEY** unto **NORTHTOWN MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas ("Grantee"), whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701, a permanent easement for the construction, operation, maintenance, repair, replacement, upgrade, decommissioning, and removal of wastewater lines and associated appurtenances and making connections therewith (the "Easement") in, upon, over, under, and across the following real property:

All that certain tract, piece, or parcel of land in Travis County, Texas, which is fully described and shown on **Exhibit "A" and "A-1"**, attached hereto and made a part hereof for all purposes ("Easement Tract");

TO HAVE AND TO HOLD the same, together with all and singular the rights and appurtenances thereto in any way belonging, perpetually unto Grantee and its successors and assigns together with the right and privilege at all times to enter onto the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement, upgrade, decommissioning and removal of wastewater lines and associated appurtenances and making connections therewith ("Easement Purpose"). Grantee, from time to time and as often as necessary, shall have the right of ingress and egress over, along and across Grantor's Property in order to access the Easement Tract for the Easement Purpose. Grantee will have the right to trim and remove trees, debris, vegetation, and litter, and to grade the surface of the Easement Tract as required to utilize the Easement for the purposes for which it is granted. The Easement will be non-exclusive, subject to the rights arising under the existing Permitted Exceptions described below; however, Grantor reserves the right to enter upon and use the surface of the Easement Tract but in no event shall Grantor (i) use the Easement Tract in any manner that interferes in any material way or is inconsistent with the rights granted hereunder, (ii) place any improvement, object, or encroachment of any kind in the Easement Tract, except pursuant to a license and consent

to encroachment granted from Grantee to Grantor, or (iii) grant any other easements or rights that are inconsistent with Grantee's rights hereunder in, on, over, or across the Easement Tract, except as provided above. Grantor or any other party exercising any rights within the Easement Tract will be liable for any and all damages resulting to the Easement Tract or the facilities of Grantee within the Easement Tract as a result of their activities and, upon completing such activities, will be responsible for restoring the surface of the Easement Tract, at such party's sole cost and expense, to the extent necessary so as to not interfere in any material way with Grantee's use of the Easement herein granted. Grantee will have no liability or responsibility for the repair or replacement of any improvements or encroachments (such as signage, fences, gates, paving, landscaping, irrigation and dry utilities) placed within the Easement Tract by Grantor or any other third party which may be damaged or destroyed by Grantee's exercise of its rights within the Easement.

Grantor covenants and agrees to WARRANT AND FOREVER DEFEND title to the Easement granted to Grantee and its successors and assigns against every person lawfully claiming or to claim the same or any part thereof, subject to all matters of record in the Real Property Records of the Texas county in which the Easement Tract is located to the extent that the same are valid and subsisting and affect the Easement Tract as of the effective date of the Easement (the "Permitted Exceptions").

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of April 27, 2023.

GRANTOR:

NORTHTOWN PHASE 2A LLC,
a North Carolina limited liability company

By: MJL RE Holdings LLC,
a Connecticut limited liability company,
its Manager


By: 
Mikael Levey, Manager

STATE OF GEORGIA §

COUNTY OF COBB §

This instrument was acknowledged before me on this the 27th day of April 2023, by Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, on behalf of said company.




Notary Public, State of Georgia

ACCEPTED AND AGREED:

GRANTEE:

NORTHTOWN MUNICIPAL UTILITY
DISTRICT,
a political subdivision of the State of Texas

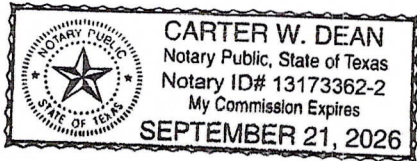
Brenda Richter

Brenda Richter
President, Board of Directors

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 25th day of April 2023, by Brenda Richter, President of the Board of Directors of Northtown Municipal Utility District, a political subdivision of the State of Texas.



[Signature]

Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION

OF A 0.057 ACRE (2,482 SQUARE FEET) TRACT OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY NO. 67, A-791, TRAVIS COUNTY, TEXAS; BEING OUT OF A PORTION OF LOT 1, BLOCK E, VILLAGE AT NORTHTOWN, SECTION ONE, A MAP OR PLAT OF RECORD IN DOCUMENT #200900105, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING CONVEYED TO NORTHTOWN PHASE 2A LLC BY DEED OF RECORD IN DOCUMENT #2019202330, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.057 ACRE TRACT OF LAND BEING COMPRISED OF TWO (2) TRACTS OF LAND, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1: 0.036 ACRE (1,571 SQUARE FEET)

COMMENCING at a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north right-of-way (R.O.W.) line of E. Wells Branch Parkway (140' R.O.W.) (see Doc. #2007205042, Official Public Records of Travis County, Texas), being the common south corner of said Lot 1 and Lot 3, Block E of said Village at Northtown, Section One, same being on the south line of a 10 feet wide Electric and Telecom easement of said Village at Northtown, Section One, and that certain called 1.354 acre Non-Exclusive Drainage Easement tract of record in Document #2008034697, Official Public Records of Travis County, Texas;

THENCE N 46°58'57" W, leaving the north R.O.W. line of E. Wells Branch Parkway and with the common line of said Lots 1 and 3, a distance of 34.15 feet to a calculated point for the POINT OF BEGINNING and southeast corner of the tract described herein, being on the east line of that certain called 521 square feet Waterline Easement of record in Document #2020221654, Official Public Records of Travis County, Texas;

THENCE leaving the west line of said Lot 3 and through the interior of said Lot 1, with the south lines of the tract described herein, the following five (5) courses and distances:

1. S 88°02'34" W, a distance of 23.36 feet to a calculated point being on the east line of that certain called 375 square feet Wastewater Easement of record in Document #2009113941, Official Public Records of Travis County, Texas,
2. N 01°57'56" W, with a portion of the east line of said 375 square feet Wastewater Easement, a distance of 3.86 feet to a calculated point at the northeast corner of said 375 square feet Wastewater Easement,
3. S 88°02'04" W, with the north line of said 375 square feet Wastewater Easement, a distance of 15.00 feet to a calculated point at the northwest corner of said 375 square feet Wastewater Easement,
4. S 01°57'56" E, with a portion of the west line of said 375 square feet Wastewater Easement, a distance of 18.02 feet to a calculated point, and
5. N 52°44'34" W, leaving the west line of said 375 square feet Wastewater Easement, a distance of 42.07 feet to a calculated point on the common line of said Lot 1 and Lot 2, Block E of said Village at Northtown, Section One, for the southwest corner of the tract described herein, from which a 1/2" iron rod with plastic cap stamped "Wuest Group" set at a common corner of said Lots 1 and 2, bears S 01°56'31" E, a distance of 11.62 feet;

THENCE N 01°56'31" W, with the common line of said Lots 1 and 2, being with the west line of the tract described herein, a distance of 25.81 feet to a calculated point for the northwest corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found at a common corner of said Lots 1 and 2, bears N 01°56'31" W, a distance of 237.82 feet;

THENCE leaving the east line of said Lot 2 and through the interior of said Lot 1, with the north lines of the tract described herein, the following two (2) courses and distances:

1. S 52°44'34" E, a distance of 28.85 feet to a calculated point, and
2. N 88°02'34" E, a distance of 47.44 feet to a calculated point on the common line of said Lots 1 and 3, for the northeast corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found at a common corner of said Lots 1 and 3, bears N 01°57'26" W, a distance of 256.04 feet;

THENCE with the common line of said Lots 1 and 3, being with a portion of the east line of said 521 square feet Waterline Easement, same being with the east lines of the tract described herein, the following two (2) courses and distances:

1. S 01°57'26" E, a distance of 18.84 feet to a calculated point, and
2. S 46°58'57" E, a distance of 1.64 feet to the POINT OF BEGINNING and containing 0.036 acre (1,571 square feet) of land, more or less.



TRACT 2: 0.021 ACRE (911 SQUARE FEET)

COMMENCING at a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being the common south corner of said Lot 3 and Lot 8, Block E, Village at Northtown, Section Three, a map or plat of record in Document #201700273, Official Public Records of Travis County, Texas, same being the common south corner of a 10 feet wide Electric and Telecom easement of said Village at Northtown, Section One, and that certain called 412 square feet wastewater easement of record in Document #2009113941, Official Public Records of Travis County, Texas, same being on the south line of said 1.354 acre Non-Exclusive Drainage Easement;

THENCE leaving the north R.O.W. line of E. Wells Branch Parkway and with the west line of said Lot 8, the following four (4) courses and distances:

1. N 09°51'10" W, being with the east line of said Lot 3 and a portion of the east line of said Lot 1, a distance of 311.00 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found,
2. N 39°18'34" W, continuing with the east line of said Lot 1, a distance of 355.60 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found,
3. N 28°21'47" W, continuing with the east line of said Lot 1, a distance of 193.17 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found, and
4. N 17°19'43" W, continuing with the east line of said Lot 1, a distance of 60.02 feet to a calculated point for the **POINT OF BEGINNING** and south corner of the tract described herein;

THENCE N 31°46'21" W, leaving the west line of said Lot 8 and through the interior of said Lot 1, with the west line of the tract described herein, a distance of 110.72 feet to a calculated point on the common line of said Lots 8 and 1, for the north corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found being a common corner of said Lots 8 and 1, bears N 51°07'55" W, a distance of 31.21 feet;

THENCE S 51°07'55" E, with the common line of said Lots 8 and 1, being with the northeast line of the tract described herein, a distance of 49.64 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found being a common corner of said Lots 8 and 1, for the east corner of the tract described herein;

THENCE S 17°19'43" E, with the common line of said Lots 8 and 1, being with the southeast line of the tract described herein, a distance of 65.97 feet to the **POINT OF BEGINNING** and containing 0.021 acre (911 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone (4203), NAD83, Grid.

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying survey map are true and correct to the best of my knowledge and belief and was prepared from an actual on-the-ground survey under my direction and supervision.



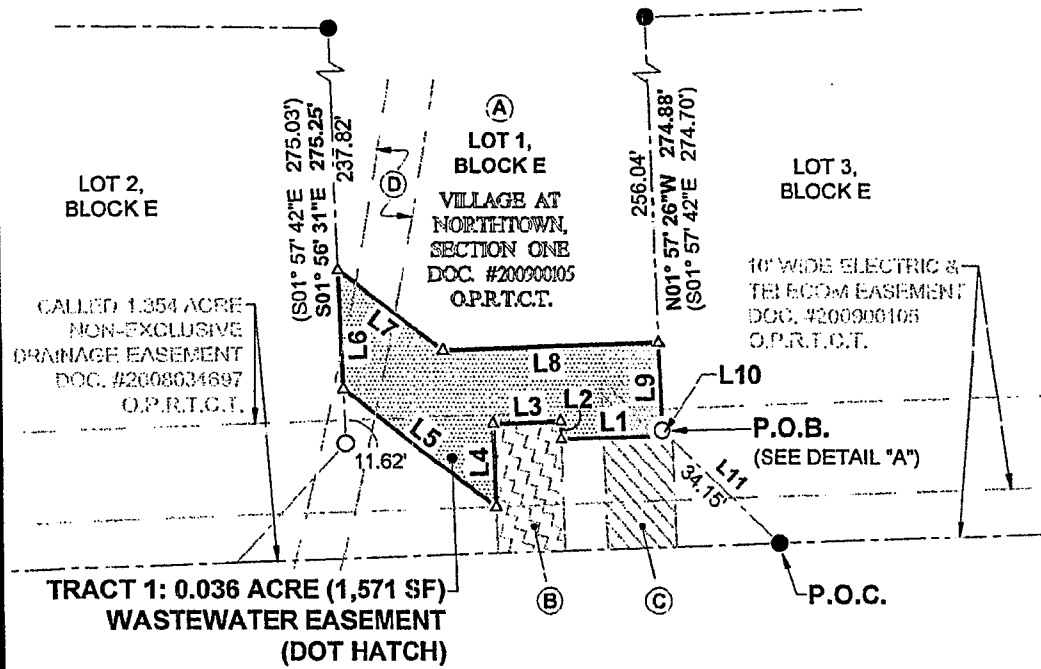
Cara L. Williams
RPLS No. 6336
State of Texas

3-10-23

Date



SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION



TRACT 1: 0.036 ACRE (1,571 SF)
WASTEWATER EASEMENT
(DOT HATCH)

E. WELLS BRANCH PARKWAY
(140' R.O.W.) (DOC. #2007205042 - O.P.R.T.C.T.)

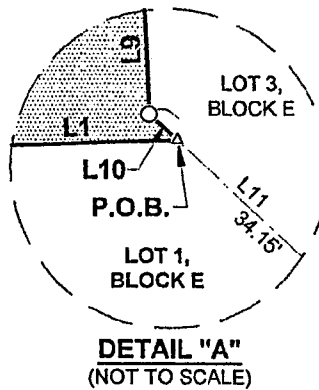
TRACT 1: 0.036 AC. (1,571 SF)
TRACT 2: 0.021 AC. (911 SF)
TOTAL: 0.057 AC. (2,482 SF)

(A) NORTHTOWN PHASE 2A LLC
DOC. #2019202330
O.P.R.T.C.T.

(C) CALLED 521 SF
WATERLINE EASEMENT
DOC. #2020221654
O.P.R.T.C.T.
(SLANT HATCH)

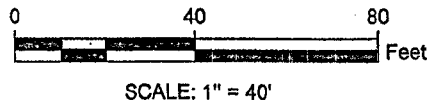
(B) CALLED 375 SF
WASTEWATER EASEMENT
DOC. #2009113941
O.P.R.T.C.T.
(ZIG ZAG HATCH)

(D) 10' WIDE NATURAL
GAS EASEMENT
VOL. 9946, PG. 416
R.P.R.T.C.T.



DETAIL "A"
(NOT TO SCALE)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88° 02' 34"W	23.36'
L2	N01° 57' 56"W	3.86'
L3	S88° 02' 04"W	15.00'
L4	S01° 57' 56"E	18.02'
L5	N52° 44' 34"W	42.07'
L6	N01° 56' 31"W	25.81'
L7	S52° 44' 34"E	28.85'
L8	N88° 02' 34"E	47.44'
L9	S01° 57' 26"E	18.84'
L10	S46° 58' 57"E	1.64'
L11	N46° 58' 57"W (N46° 58' 29"W)	35.79' (35.79')



LEGEND

- 1/2" IRON ROD W/CAP STAMPED "CUNNINGHAM & ALLEN" FOUND
- 1/2" IRON ROD W/PLAS. CAP STAMPED "WUEST GROUP" SET
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.P.R.T.C.T. REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- () RECORD INFORMATION PER DOC. #200900105, O.P.R.T.C.T.

NORTHTOWN II
400 E. WELLS BRANCH PKWY.
PFLUGERVILLE, TEXAS 78660
FEBRUARY, 2023
PROJECT NO. 0007-010



**ENGINEERING
& SURVEYING**

TBPELS FIRM # 10194507
AND FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512)394-1900

SHEET

3 OF 4

BEARING BASIS & HORIZONTAL DATUM:

TEXAS COORDINATE SYSTEM, GRID
NAD '83 (CENTRAL ZONE 4203)

AFFIDAVIT OF NO LIENS
[OWNERSHIP TYPE - ENTITY]

Date:

April 27, 2023

Affiant:

Mikael Levey

Affiant Title:

Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company

Owner:

The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document:

The document to which this Affidavit of No Liens is attached and referred to.

Property:

The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

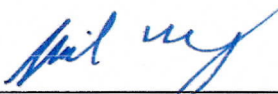
1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

- 5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
- 6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

NORTHTOWN PHASE 2A LLC,
 A NORTH CAROLINA LIMITED LIABILITY COMPANY

By: MJL RE Holdings LLC,
 a Connecticut limited liability company,
 its Manager


By: 
 Mikael Levey, Manager

STATE OF GEORGIA §
 §
 COUNTY OF COBB §

Before me, the undersigned notary, on this day personally appeared Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 27, 2023.

[Seal]


 Notary Public, State of Georgia



After Recording. Please Return To:
Northtown Municipal Utility District
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Ste. 1300
Austin, Texas 78701

SIDEWALK AND TRAIL EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT NORTHTOWN PHASE 2A LLC, a North Carolina limited liability company ("Grantor"), for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to Grantor, in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, expressed or implied, is retained, has this date **GRANTED, SOLD, and CONVEYED** and, by these presents, does hereby **GRANT, SELL, and CONVEY** unto **NORTHTOWN MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas ("Grantee"), whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701, a permanent easement (the "Easement") in, upon, over, under, and across the following real property:

All that certain tract, piece, or parcel of land in Travis County, Texas, which is fully described and shown on Exhibits "A" and "B", attached hereto and made a part hereof for all purposes ("Easement Tract");

TO HAVE AND TO HOLD the Easement, together with the right and privilege at any and all times to enter the Easement Tract or any part thereof, unto Grantee and its successors and assigns forever, for the purposes set forth herein. Grantor, on behalf of itself and its successors and assigns, does hereby covenant and agree to **WARRANT and FOREVER DEFEND** title to the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the terms and provisions hereof and all matters of record to the extent the same are valid, subsisting, and affect the Easement Tract.

The Easement may be used for the purposes of public pedestrian access and construction, installation, placement, use, operation, maintenance, inspection, replacement, relocation, removal, upgrade, and repair of public sidewalk and trail improvements and related facilities and appurtenances, including landscaping, irrigation, signage, lighting, gate, and fencing improvements (the "Improvements"), and for maintaining the Easement Tract by clearing and removing vegetation, litter, and debris.

Grantor must maintain the Improvements in a good, functioning, and well-maintained condition. If Grantor fails to perform any required maintenance, Grantee may perform such maintenance and recover from Grantor all related costs. Grantor may enter into an agreement with

a third party, such as an owners' association or management company, to perform the maintenance obligations, but no such agreement will release Grantor from its obligations to Grantee under this Easement.

The Easement will be non-exclusive; however (a) Grantor will not use the Easement Tract in any manner or grant any easement on, under, or across the Easement Tract that interferes or is inconsistent with or prevents the use of the Easement as contemplated herein; (b) Grantee will have no obligation to restore or replace any landscaping or other improvements installed by Grantor within the Easement Tract which are removed, damaged, or destroyed as a result of Grantee's use of the Easement as contemplated herein; and (c) Grantor will repair and restore any facilities or other improvements within the Easement Tract damaged by Grantor or its contractors.

This Easement and the rights of Grantee hereunder may be assigned by Grantee in whole or in part, exclusively or non-exclusively, so long as the assignee utilizes the Easement solely as contemplated herein.

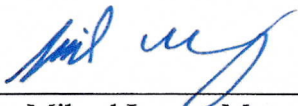
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of April 27, 2023.

GRANTOR:

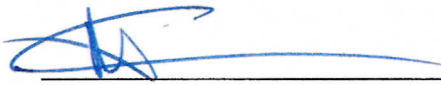
NORTHTOWN PHASE 2A LLC,
a North Carolina limited liability company

By: MJL RE Holdings LLC,
a Connecticut limited liability company,
its Manager

By: 
Mikael Levey, Manager

STATE OF GEORGIA §
COUNTY OF COBB §

This instrument was acknowledged before me on this the 27th day of April 2023, by Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, on behalf of said company.



Notary Public, State of Georgia



ACCEPTED AND AGREED:

GRANTEE:

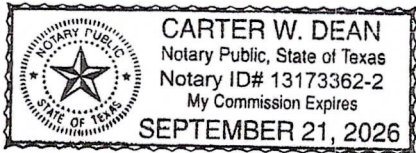
NORTHTOWN MUNICIPAL UTILITY
DISTRICT,
a political subdivision of the State of Texas




Brenda Richter
President, Board of Directors

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 25th day of April 2023, by Brenda Richter, President of the Board of Directors of Northtown Municipal Utility District, a political subdivision of the State of Texas.





Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION

OF A 0.021 ACRE (911 SQUARE FEET) TRACT OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY NO. 67, A-791, TRAVIS COUNTY, TEXAS; BEING OUT OF A PORTION OF LOT 1, BLOCK E, VILLAGE AT NORTHTOWN, SECTION ONE, A MAP OR PLAT OF RECORD IN DOCUMENT #200900105, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING CONVEYED TO NORTHTOWN PHASE 2A LLC BY DEED OF RECORD IN DOCUMENT #2019202330, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.021 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north right-of-way (R.O.W.) line of E. Wells Branch Parkway (140' R.O.W.) (see Doc. #2007205042, Official Public Records of Travis County, Texas), being the common south corner of Lot 3, Block E of said Village at Northtown, Section One, and Lot 8, Block E, Village at Northtown, Section Three, a map or plat of record in Document #201700273, Official Public Records of Travis County, Texas, same being the common south corner of a 10 feet wide Electric and Telecom easement of said Village at Northtown, Section One, and that certain called 412 square feet wastewater easement of record in Document #2009113941, Official Public Records of Travis County, Texas, same being on the south line of that certain called 1.354 acre Non-Exclusive Drainage Easement tract of record in Document #2008034697, Official Public Records of Travis County, Texas;

THENCE leaving the north R.O.W. line of E. Wells Branch Parkway and with the west line of said Lot 8, the following four (4) courses and distances:

1. N 09°51'10" W, being with the east line of said Lot 3 and a portion of the east line of said Lot 1, a distance of 311.00 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found,
2. N 39°18'34" W, continuing with the east line of said Lot 1, a distance of 355.60 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found,
3. N 28°21'47" W, continuing with the east line of said Lot 1, a distance of 193.17 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found, and
4. N 17°19'43" W, continuing with the east line of said Lot 1, a distance of 60.02 feet to a calculated point for the POINT OF BEGINNING and south corner of the tract described herein;

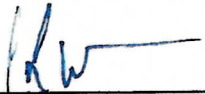
THENCE N 31°46'21" W, leaving the west line of said Lot 8 and through the interior of said Lot 1, with the west line of the tract described herein, a distance of 110.72 feet to a calculated point on the common line of said Lot 8 and said Lot 1, for the north corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found being a common corner of said Lot 8 and said Lot 1, bears N 51°07'55" W, a distance of 31.21 feet;

THENCE S 51°07'55" E, with the common line of said Lot 8 and said Lot 1, being with the northeast line of the tract described herein, a distance of 49.64 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found being a common corner of said Lot 8 and said Lot 1, for the east corner of the tract described herein;

THENCE S 17°19'43" E, with the common line of said Lot 8 and said Lot 1, being with the southeast line of the tract described herein, a distance of 65.97 feet to the POINT OF BEGINNING and containing 0.021 acre (911 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone (4203), NAD83, Grid.

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying survey map are true and correct to the best of my knowledge and belief and was prepared from an actual on-the-ground survey under my direction and supervision.



Cara L. Williams
RPLS No. 6336
State of Texas

3-9-23

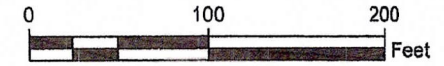
Date



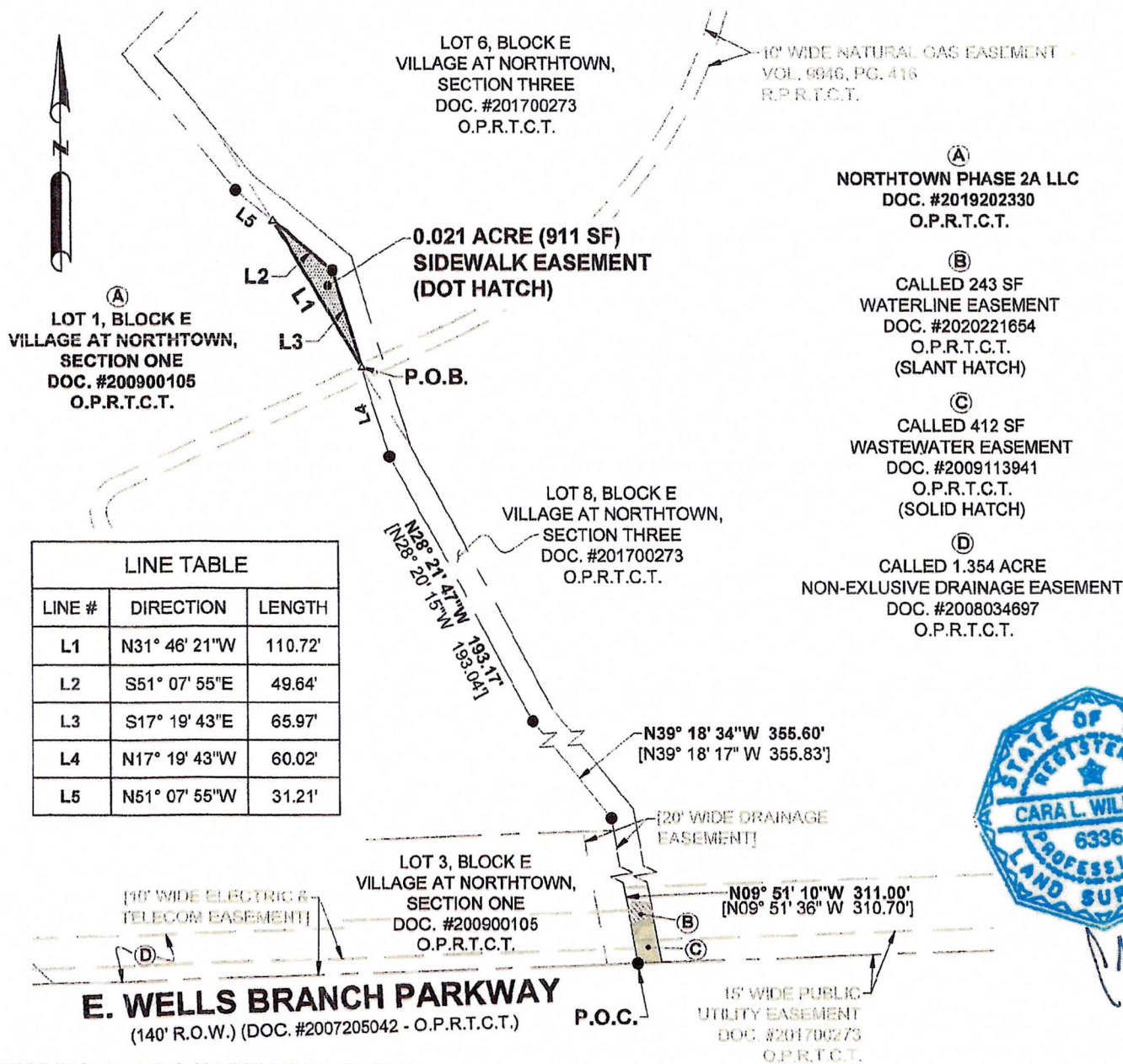
EXHIBIT "A"

SIDEWALK EASEMENT

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION



SCALE: 1" = 100'



LEGEND

- 1/2" IRON ROD W/CAP STAMPED "CUNNINGHAM & ALLEN" FOUND
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- [] RECORD INFORMATION PER DOC. #200900105, O.P.R.T.C.T.

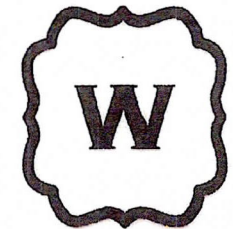
NORTHTOWN II
400 E. WELLS BRANCH PKWY.
PFLUGERVILLE, TEXAS 78660

MARCH, 2023
PROJECT NO. 0007-010

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N31° 46' 21"W	110.72'
L2	S51° 07' 55"E	49.64'
L3	S17° 19' 43"E	65.97'
L4	N17° 19' 43"W	60.02'
L5	N51° 07' 55"W	31.21'



CAW 3-9-23



ENGINEERING & SURVEYING

TBPELS FIRM # 10194507
AND FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512)394-1900

SHEET

2 OF 2

BEARING BASIS & HORIZONTAL DATUM:

TEXAS COORDINATE SYSTEM, GRID
NAD '83 (CENTRAL ZONE 4203)

EXHIBIT "B"

DESCRIPTION

OF A 0.173 ACRE (7,522 SQUARE FEET) TRACT OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY NO. 67, A-791, TRAVIS COUNTY, TEXAS; BEING OUT OF A PORTION OF LOT 8, BLOCK E, VILLAGE AT NORTHTOWN, SECTION THREE, A MAP OR PLAT OF RECORD IN DOCUMENT #201700273, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 8 BEING CONVEYED TO NORTHTOWN PHASE 2A LLC BY DEED OF RECORD IN DOCUMENT #2019202330, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.173 ACRE TRACT OF LAND BEING COMPRISED OF TWO (2) TRACTS OF LAND, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1: 0.113 ACRE (4,921 SQUARE FEET)

BEGINNING at a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north right-of-way (R.O.W.) line of E. Wells Branch Parkway (140' R.O.W.) (see Doc. #2007205042, Official Public Records of Travis County, Texas), being the common south corner of said Lot 8 and Lot 3, Block E, Village at Northtown, Section One, a map or plat of record in Document #200900105, Official Public Records of Travis County, Texas, same being the common south corner of a 10 feet wide Electric and Telecom easement of said Village at Northtown, Section One, and that certain called 412 square feet wastewater easement of record in Document #2009113941, Official Public Records of Travis County, Texas, same being on the south line of that certain called 1.354 acre Non-Exclusive Drainage Easement tract of record in Document #2008034697, Official Public Records of Travis County, Texas, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being the southwest corner of said Lot 3, bears S 88°02'04" W, a distance of 378.25 feet;

THENCE N 09°50'54" W, leaving the north R.O.W. line of E. Wells Branch Parkway and with the west line of said Lot 8, also being with the east lines of said Lots 3 and 1, also being with a portion of the west line of the tract described herein, passing at a distance of 302.98 feet a 1/2" iron rod with cap stamped "Cunningham & Allen" found being the common east corner of said Lots 3 and 1, and continuing for a total distance of 311.00 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found being an angle point on the common line of said Lots 8 and 1;

THENCE N 09°50'54" W, leaving the east line of said Lot 1 and through the interior of said Lot 8, continuing with a portion of the west line of the tract described herein, a distance of 30.18 feet to a calculated point on the common line of said Lot 8 and Lot 6, Block E of said Village at Northtown, Section Three, for the northernmost corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found being an angle point on the east line of said Lot 8, bears N 39°17'41" W, a distance of 327.19 feet;

THENCE with the common line of said Lots 8 and 6, being with the east line of the tract described herein, the following two (2) courses and distances:

1. S 39°17'41" E, a distance of 30.46 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found being an angle point on the common line of said Lots 8 and 6, for an angle point on the east line of the tract described herein, and
2. S 09°50'34" E, a distance of 316.72 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being the common south corner of said Lots 8 and 6, same being on the south line of said 1.354 acre Non-Exclusive Drainage Easement, same being on the south line of a 15 feet Public Utility Easement of said Village at Northtown, Section Three, same being the southeast corner of that certain called 412 square feet Wastewater Easement of record in Document #2009113941, Official Public Records of Travis County, Texas, for the southeast corner of the tract described herein;

THENCE S 88°02'04" W, with the north R.O.W. line of E. Wells Branch Parkway and the south line of said Lot 8, being with the south line of the tract described herein, a distance of 15.09 feet to the **POINT OF BEGINNING** and containing 0.113 acre (4,921 square feet) of land, more or less.

TRACT 2: 0.060 ACRE (2,601 SQUARE FEET)

COMMENCING 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being the common south corner of said Lots 8 and 6, same being on the common south line of said 15 feet wide Public Utility Easement and said 1.354 acre Non-Exclusive Drainage Easement, same being the southeast corner of said 412 square feet Wastewater Easement;



THENCE leaving the north R.O.W. line of E. Wells Branch Parkway and with the east line of said Lots 8 and 6, the following three (3) courses and distances:

1. N 09°50'34" W, a distance of 316.72 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found,
2. N 39°17'41" W, a distance of 358.25 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found, and
3. N 28°19'36" W, a distance of 190.27 feet to a calculated point for the **POINT OF BEGINNING** and south corner of the tract described herein;

THENCE N 31°46'21" W, leaving the west line of said Lot 6 and through the interior of said Lot 8, with a portion of the west line of the tract described herein, a distance of 60.59 feet to a calculated point on the common line of said Lots 8 and 1, for an angle point on the west line of the tract described herein;

THENCE with the common line of said Lots 8 and 1, with a portion of the west line of the tract described herein, the following two (2) courses and distances:

1. N 17°19'43" W, a distance of 65.97 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found, and
2. N 51°07'55" W, a distance of 49.64 feet to a calculated point;

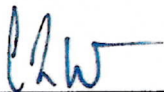
THENCE N 31°46'21" W, leaving the east line of said Lot 1 and through the interior of said Lot 8, being with a portion of the west line of the tract described herein, a distance of 67.74 feet to a calculated point on the common line of said Lots 8 and 6, for the north corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found being an angle point on the common line of said Lots 8 and 6, bears N 38°39'37" W, a distance of 62.85 feet;

THENCE with the common line of said Lots 8 and 6, being with the east line of the tract described herein, the following three (3) courses and distances:

1. S 38°39'37" E, a distance of 35.24 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found,
2. S 51°10'33" E, a distance of 83.79 feet to a 1/2" iron rod with cap stamped "Cunningham & Allen" found, and
3. S 17°23'26" E, a distance of 129.08 feet to the **POINT OF BEGINNING** and containing 0.060 acre (2,601 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone (4203), NAD83, Grid.

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying survey map are true and correct to the best of my knowledge and belief and was prepared from an actual on-the-ground survey under my direction and supervision.



Cara L. Williams
RPLS No. 6336
State of Texas

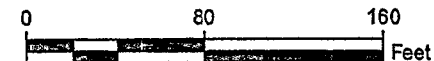
3-10-23

Date

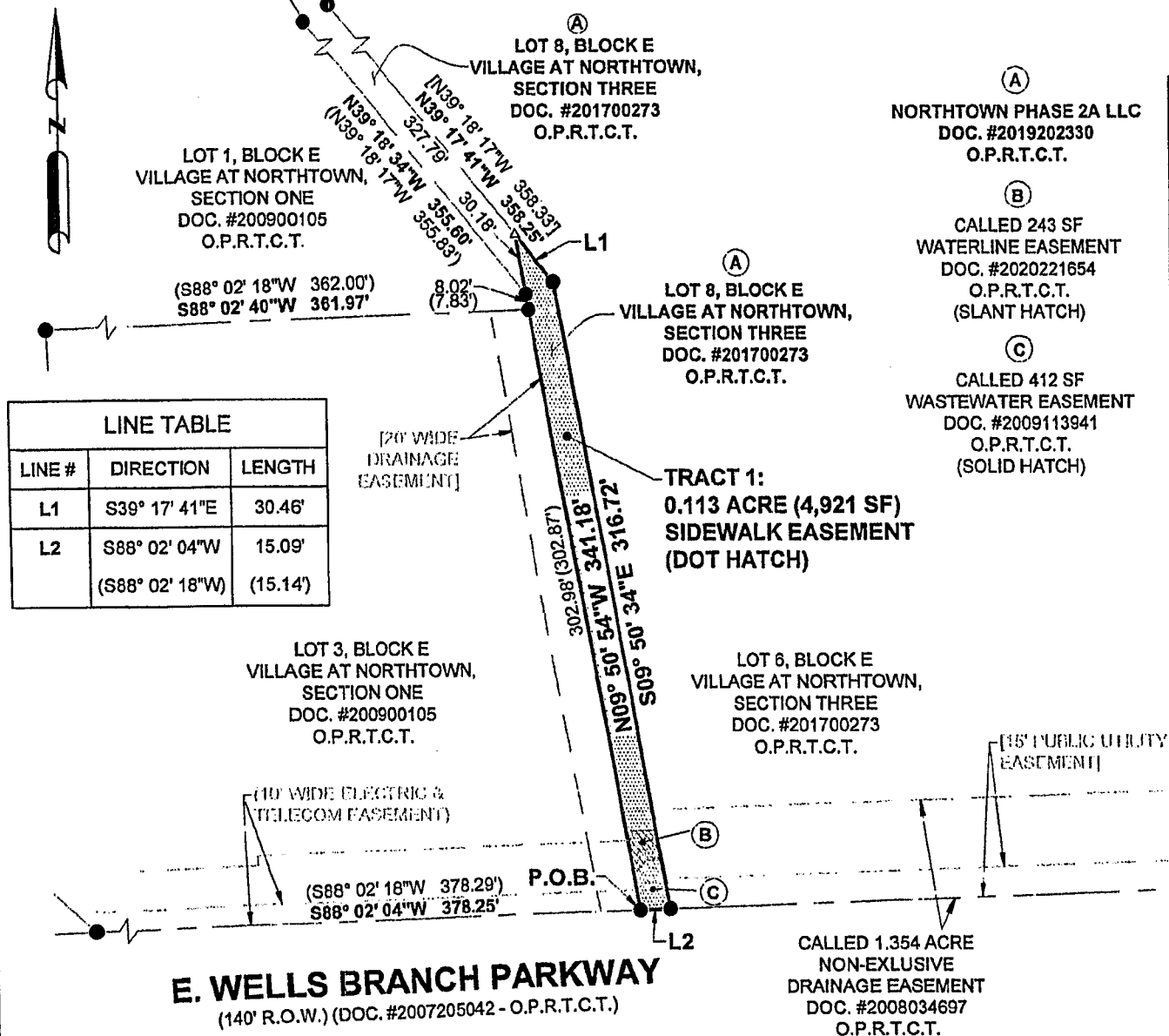


EXHIBIT " B "

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION



SCALE: 1" = 80'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S39° 17' 41"E	30.46'
L2	S88° 02' 04"W	15.09'
	(S88° 02' 18"W)	(15.14)

LEGEND

- 1/2" IRON ROD W/CAP STAMPED "CUNNINGHAM & ALLEN" FOUND
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- () RECORD INFORMATION PER DOC. #200900105, O.P.R.T.C.T.
- [] RECORD INFORMATION PER DOC. #201700273, O.P.R.T.C.T.

NORTHTOWN II
400 E. WELLS BRANCH PKWY.
PFLUGERVILLE, TEXAS 78660
MARCH, 2023
PROJECT NO. 0007-010



ENGINEERING & SURVEYING

TBPELS FIRM # 10194507
AND FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512)394-1900

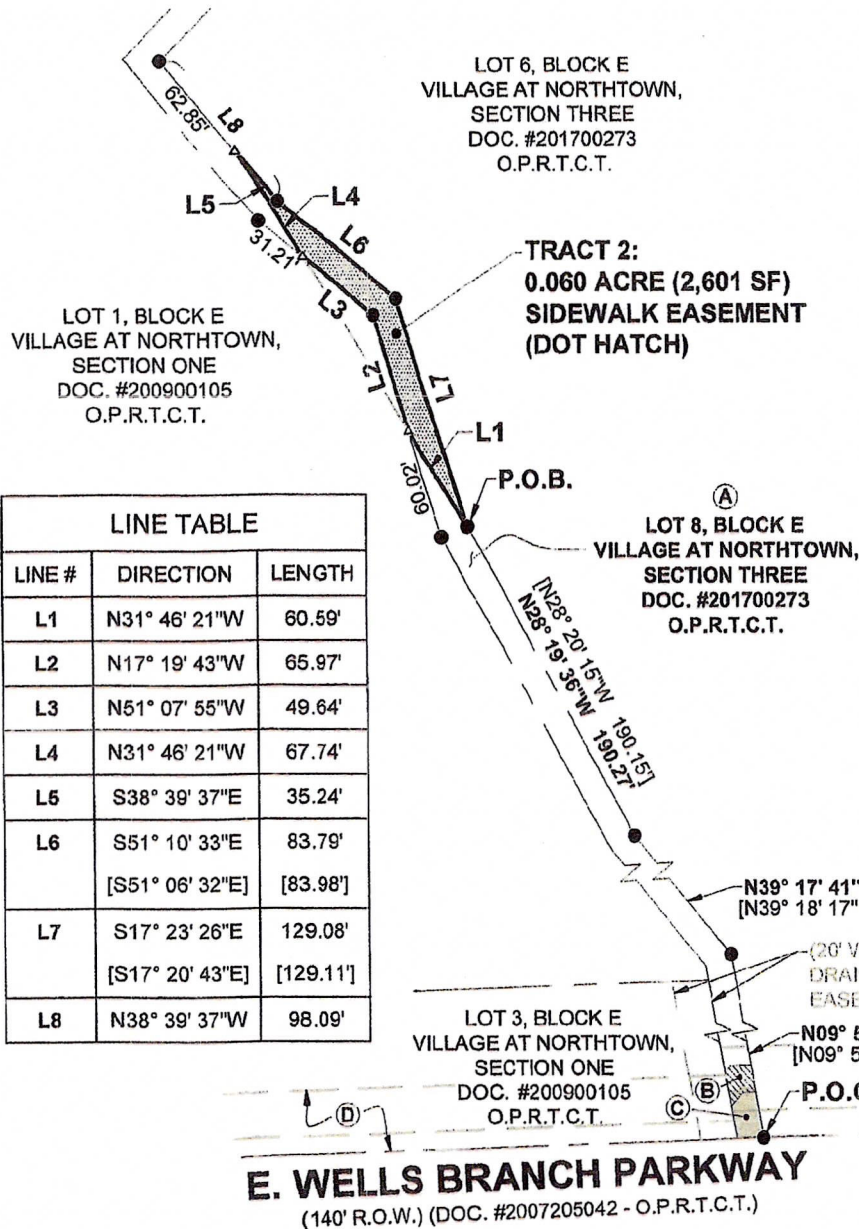
SHEET

3 OF 4

BEARING BASIS & HORIZONTAL DATUM:
TEXAS COORDINATE SYSTEM, GRID
NAD '83 (CENTRAL ZONE 4203)

EXHIBIT " B "

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

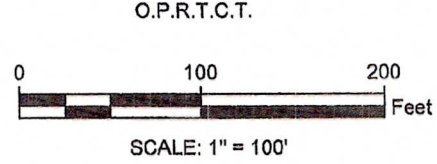


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N31° 46' 21" W	60.59'
L2	N17° 19' 43" W	65.97'
L3	N51° 07' 55" W	49.64'
L4	N31° 46' 21" W	67.74'
L5	S38° 39' 37" E	35.24'
L6	S51° 10' 33" E	83.79'
	[S51° 06' 32" E]	[83.98']
L7	S17° 23' 26" E	129.08'
	[S17° 20' 43" E]	[129.11']
L8	N38° 39' 37" W	98.09'

- (A) NORTHTOWN PHASE 2A LLC
DOC. #2019202330
O.P.R.T.C.T.
- (B) CALLED 243 SF
WATERLINE EASEMENT
DOC. #2020221654
O.P.R.T.C.T.
(SLANT HATCH)
- (C) CALLED 412 SF
WASTEWATER EASEMENT
DOC. #2009113941
O.P.R.T.C.T.
(SOLID HATCH)
- (D) CALLED 1.354 ACRE
NON-EXCLUSIVE DRAINAGE EASEMENT
DOC. #2008034697
O.P.R.T.C.T.

LEGEND

- 1/2" IRON ROD W/CAP STAMPED "CUNNINGHAM & ALLEN" FOUND
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- [] RECORD INFORMATION PER DOC. #201700273, O.P.R.T.C.T.
- () RECORD INFORMATION PER DOC. #200900105, O.P.R.T.C.T.



TRACT 1: 0.113 AC. (4,921 SF)
TRACT 2: 0.060 AC. (2,601 SF)
TOTAL: 0.173 AC. (7,522 SF)

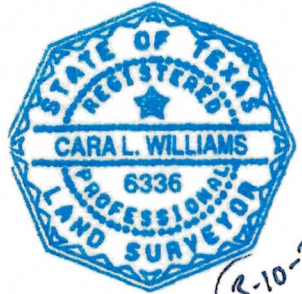


NORTHTOWN II
400 E. WELLS BRANCH PKWY.
PFLUGERVILLE, TEXAS 78660
MARCH, 2023
PROJECT NO. 0007-010



ENGINEERING & SURVEYING

TBPELS FIRM # 10194507
AND FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512)394-1900



Handwritten signature and date: CW 3-10-23

BEARING BASIS & HORIZONTAL DATUM:
TEXAS COORDINATE SYSTEM, GRID
NAD '83 (CENTRAL ZONE 4203)

AFFIDAVIT OF NO LIENS
[OWNERSHIP TYPE - ENTITY]

Date: April 27, 2023

Affiant: Mikael Levey

Affiant Title: Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

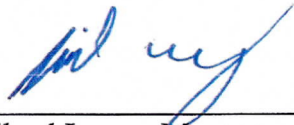
1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

NORTHTOWN PHASE 2A LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY

By: MJL RE Holdings LLC,
a Connecticut limited liability company,
its Manager


By: 
_____ Mikael Levey, Manager

STATE OF GEORGIA §
 §
COUNTY OF COBB §

Before me, the undersigned notary, on this day personally appeared Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 27, 2023.

[Seal]


_____ Notary Public, State of Georgia



LICENSE AND CONSENT TO ENCROACHMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Northtown Municipal Utility District (the "District") is or will become owner of certain water improvements ("District Facilities") located within a water lines vault easement located in, upon, over, under, and across that certain tract, piece, or parcel of land in Travis County, Texas, which is fully described and shown on **Exhibit "A"**, attached hereto ("Easement Tract").

A developer of property within the District, Northtown Phase 2A LLC, a North Carolina limited company ("Licensee"), proposes to locate certain landscaping and irrigation ("Improvements") on the surface of the Easement Tract, as depicted on **Exhibit "B"**, attached hereto. The Improvements would be constructed over and would encroach upon certain of the District Facilities. Licensee has requested that the District consent to the encroachment. The District is willing to consent to the encroachment, subject to the terms of this License and Consent to Encroachment Agreement (this "Agreement").

Therefore, the District and Licensee agree as follows:

1. Consent to Encroachment. Subject to the terms of this Agreement, the District consents to Licensee's construction, maintenance, operation, repair, and replacement of the Improvements as shown on **Exhibit "B"**. ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, LICENSEE ACKNOWLEDGES THAT THE DISTRICT DOES NOT HAVE THE EXCLUSIVE RIGHT TO USE OF THE EASEMENT TRACT, AND THIS AGREEMENT IS MADE BY THE DISTRICT ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED.

2. District's Reserved Rights.
 - a. This Agreement is expressly subject and subordinate to the present and future right of the District, its successors and assigns, to use, construct, install, establish, operate, maintain, repair, remove, and replace the District Facilities at any time, without notice or liability to Licensee, and without the assumption of any obligation to Licensee. This right is reserved by the District and, in furtherance thereof, THE DISTRICT WILL HAVE THE RIGHT TO REMOVE ALL OR ANY PORTION OF THE IMPROVEMENTS IF SUCH REMOVAL IS DEEMED NECESSARY BY THE BOARD OF DIRECTORS OF THE DISTRICT IN THE BOARD'S SOLE AND ABSOLUTE DISCRETION. THE DISTRICT WILL HAVE NO LIABILITY TO LICENSEE, ITS SUCCESSORS AND/OR ASSIGNS AS THE RESULT

OF ANY DAMAGE TO OR FOR REMOVAL OF THE IMPROVEMENTS THAT MAY BE CAUSED BY THE DISTRICT FACILITIES, THEIR LOCATION WITHIN THE EASEMENT TRACT, OR THE DISTRICT'S EXERCISE OF ITS RESERVED RIGHTS AS SET FORTH IN THIS SUBSECTION.

- b. ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, LICENSEE WILL BE SOLELY RESPONSIBLE FOR THE COST OF ANY REPAIR OF THE DISTRICT FACILITIES THAT MAY BE REQUIRED DUE TO THE IMPROVEMENTS AND/OR LICENSEE'S EXERCISE OF ANY RIGHTS OR PRIVILEGES UNDER THIS AGREEMENT.
3. Indemnification. AS AN EXPRESS CONDITION OF AND AS CONSIDERATION FOR THIS AGREEMENT, LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, CONSULTANTS, CONTACTORS, AGENTS, AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, AND ANY OTHER LIABILITY FOR PERSONAL INJURY, DEATH OR DAMAGE TO ANY PERSON OR PROPERTY THAT ARISES FROM OR IS IN ANY MANNER CONNECTED TO OR CAUSED IN WHOLE OR IN PART BY THE IMPROVEMENTS OR LICENSEE'S EXERCISE OF ANY RIGHTS OR PRIVILEGES UNDER THIS AGREEMENT.
4. Conditions.
 - a. Compliance and Regulations. All activities by Licensee permitted or required by this Agreement must be performed in compliance with all applicable City, County, State and/or Federal policies, ordinances, laws and regulations.
 - b. No Modification. The encroachment by the Improvements may not be increased or altered in any other way from what is shown on Exhibit "B" without the prior written consent of the District.
5. Maintenance. As a condition to this Agreement, Licensee must maintain the Improvements and the property on which they are located in a good condition and state of repair, including keeping the area free of debris and litter. If Licensee fails to do so, the District may (but will not be required to) give Licensee written notice of such failure by certified mail, return receipt requested, at the address of Licensee set forth in this Agreement. Licensee will have 15 days from the date of delivery of such notice to remedy the failure complained of and, if Licensee does not satisfactorily do so within that 15-day period, the District may, at its option and without liability to Licensee, perform the work or contract for the completion of the work and, in either case, Licensee will be obligated to reimburse to the District the District's reasonable expenses incurred in connection with such removal,

which reimbursement will be due and payable within 30 days of demand by the District.

6. Termination.

- a. Termination by Abandonment. If Licensee abandons the Improvements in whole or in part, then this Agreement will expire and terminate 15 days after written notice from the District to Licensee unless the abandonment has been remedied by Licensee within that 15-day period. In the event of such termination, the District will have the right, but not the obligation, to remove the Improvements without liability to Licensee at any time thereafter, and Licensee will be obligated to reimburse to the District the District's reasonable expenses incurred in connection with such removal, which reimbursement will be due and payable within 30 days of demand by the District.
- b. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the District at least 30 days before the effective date of termination. If Licensee terminates this Agreement, then it must remove the Improvements and restore the surface of the Easement Tract within the 30-day notice period and, if it fails to do so, then the District will have the right, but not the obligation, to remove the Improvements without liability to Licensee at any time thereafter, and Licensee will be obligated to reimburse to the District the District's reasonable expenses incurred in connection with such removal, which reimbursement will be due and payable within 30 days of demand by the District.
- c. Termination by the District. This Agreement may be revoked and terminated at any time by the District, if the District determines, in its sole discretion, that termination is reasonably required by the public interest, after providing at least 30 days prior written notice to Licensee. The District will thereafter have the right to remove the Improvements, without liability to Licensee at any time thereafter, and Licensee will be obligated to reimburse to the District the District's reasonable expenses incurred in connection with such removal, which reimbursement will be due and payable within 30 days of demand by the District.

7. Miscellaneous.

- a. Interpretation. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party, regardless of draftsmanship.
- b. Application of Law. This Agreement will be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts will be

enforced, to the extent possible, consistent with the intent of the parties, as evidenced by this Agreement.

- c. Venue. This Agreement concerns real property located in Travis County, Texas and is wholly performable in Travis County. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.
- d. Binding Effect; Assignment. This Agreement and the terms and conditions set forth herein will inure to the benefit of and bind the District and Licensee, and each their respective successors and permitted assigns. Except as provided in the following sentences of this Subsection, Licensee may not assign, sublet or transfer its interest in this Agreement without the written consent of the District. The foregoing notwithstanding, Licensee may assign, and the Board of Directors of the District will have the authority to approve Licensee's assignment of, this Agreement to a homeowners association that has the binding, continuing responsibility for the maintenance, repair, and operation of the Improvements (an "HOA"), provided that, as a condition to the effectiveness of any such assignment, Licensee furnishes to the District a fully executed written assignment or transfer document, including the name, address, and contact person for the HOA and the effective date of assignment or transfer.
- e. Notice. Any notice given under this Agreement will be deemed to be given and delivered three days after deposit in the United States mail, certified and postage prepaid, with return receipt requested, addressed to the appropriate party at the following addresses or at such other addresses as may be specified by written notice delivered in accordance with this Agreement:

THE DISTRICT:

Northtown Municipal Utility District
c/o Carter Dean
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

LICENSEE:

Northtown Phase 2A LLC
c/o Mikael Levey, Manager
10 E 53rd Street, Floor 18
New York, NY 10022-5285

8. Required Notices and Representations.

- a. Interested Parties. Licensee acknowledges that Texas Government Code Section 2252.908 (“Section 2252.908”) requires disclosure of certain matters by entities entering into a contract with a local government entity such as the District. Licensee confirms that it has reviewed Section 2252.908 and will 1) complete FORM 1295, using the unique identification number specified on page 1 of the License, and electronically file it with the Texas Ethics Commission (“TEC”); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the Licensee executes and submits this License to the District. Form 1295 is available at the TEC’s website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This License is not effective until the requirements listed above are satisfied and any award of the License by the District is expressly made contingent upon Licensee’s compliance with such requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**
- b. Conflicts of Interest. Licensee acknowledges that Texas Local Government Code Chapter 176 (“Chapter 176”) requires the disclosure of certain matters by entities doing business with or proposing to do business with local government entities such as the District. Licensee confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website at <https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf> within seven days of the date of submitting this License to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.
- c. Verification Under Ch. 2270, Texas Government Code. For purposes of Chapter 2270 of the Texas Government Code, Licensee represents and warrants that, at the time of execution and delivery of this License, neither Licensee, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this License. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycotts Israel” and “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Licensee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Licensee and exists to make a profit.

- d. Verification Under Ch. 2252, Texas Government Code. Licensee represents and warrants that, neither Licensee, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Licensee and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Licensee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Licensee and exists to make a profit.

- e. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), Licensee represents and warrants that, at the time of execution and delivery of this Agreement, neither Licensee, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Licensee that exists to make a profit, boycott energy companies or will boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).
- f. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), Licensee represents and warrants that, at the time of execution and delivery of this Agreement,

neither Licensee, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Licensee that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms “discriminate against a firearm entity”, “firearm entity”, and “firearm trade association” have the meanings ascribed to them in Section 2274.001, Texas Government Code.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective this 25th day of April, 2023.

THE DISTRICT:

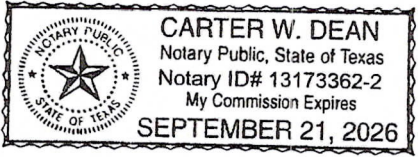
NORTHTOWN MUNICIPAL UTILITY DISTRICT

By: Brenda Richter
Brenda Richter
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 25th day of April, 2023, by Brenda Richter, President of the Board of Directors of Northtown Municipal Utility District, a political subdivision of the State of Texas, on behalf of said district.

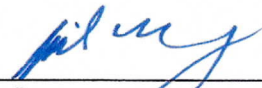
[Signature]
Notary Public, State of Texas



LICENSEE:

NORTHTOWN PHASE 2A LLC,
a North Carolina limited liability company

By: MJL RE Holdings LLC,
a Connecticut limited liability company,
its Manager

By: 


Mikael Levey, Manager

STATE OF GEORGIA §

COUNTY OF COBB §

This instrument was acknowledged before me on this the 27th day of April 2023, by Mikael Levey, Manager of MJL RE Holdings LLC, a Connecticut limited liability company, Manager of Northtown Phase 2A LLC, a North Carolina limited liability company, on behalf of said company.





Notary Public, State of Georgia

AFTER RECORDING, RETURN TO:

Carter Dean
Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

EXHIBIT "A"

DESCRIPTION

OF A 0.053 ACRE (2,321 SQUARE FEET) TRACT OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY NO. 67, A-791, TRAVIS COUNTY, TEXAS; BEING OUT OF A PORTION OF LOT 1, BLOCK E, VILLAGE AT NORTHTOWN, SECTION ONE, A MAP OR PLAT OF RECORD IN DOCUMENT #200900105, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING CONVEYED TO NORTHTOWN PHASE 2A LLC BY DEED OF RECORD IN DOCUMENT #2019202330, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.053 ACRE TRACT OF LAND BEING COMPRISED OF TWO (2) TRACTS OF LAND, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1: 0.022 ACRE (965 SQUARE FEET)

COMMENCING at a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north curving right-of-way (R.O.W.) line of E. Wells Branch Parkway (140' R.O.W.) (see Doc. #2007205042, Official Public Records of Travis County, Texas), being the common south corner of said Lot 1 and Lot 7, Block E of said Village at Northtown, Section One, same being on the common south curving line of that certain called 1.354 acre Non-Exclusive Drainage Easement tract of record in Document #2008034697, Official Public Records of Travis County, Texas, and also a 10 feet wide Electric and Telecom easement of said Village at Northtown, Section One, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north curving R.O.W. line of E. Wells Branch Parkway and being the common south corner of said Lot 7 and Lot 2, Block E of said Village at Northtown, Section One, bears a chord bearing and distance of S 77°19'24" E – 298.70 feet;

THENCE with the curving north R.O.W. line of E. Wells Branch Parkway, the curving south line of said Lot 1, and the common curving south line of said 1.354 acre and 10 feet wide easement tracts, along a curve to the right having a radius of 1330.00 feet, an arc length of 1.46 feet, and a chord which bears N 70°49'09" W, a distance of 1.46 feet to a calculated point of curvature of a curve to the right for the **POINT OF BEGINNING** and southeast corner of the tract described herein;

THENCE continuing with the curving north R.O.W. line of E. Wells Branch Parkway, the curving south line of said Lot 1, and the common curving south line of said 1.354 acre and 10 feet wide easement tracts, same being with the curving south line of the tract described herein, along said curve to the right having a radius of 1330.00 feet, an arc length of 28.81 feet, and a chord which bears N 70°10'02" W, a distance of 28.81 feet to a calculated point of tangency for the southwest corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north curving R.O.W. line of E. Wells Branch Parkway, being on the south curving line of said Lot 1, same being on the common curving south line of said 1.354 acre and 10 feet wide easement tracts, bears a chord bearing and distance of N 65°53'45" W – 169.37 feet;

THENCE leaving the north curving R.O.W. line of E. Wells Branch Parkway and through the interior of said Lot 1, being through the interiors of said 1.354 acre and 10 feet wide easement tracts, with the west, north, and east lines of the tract described herein, the following three (3) courses and distances:

1. N 19°14'58" E, with the west line of the tract described herein, a distance of 33.36 feet to a calculated point for the northwest corner of the tract described herein,
2. S 70°45'02" E, with the north line of the tract described herein, a distance of 28.73 feet to a calculated point for the northeast corner of the tract described herein, and
3. S 19°06'55" W, a distance of 33.64 feet to the **POINT OF BEGINNING** and containing 0.022 acre (965 square feet) of land, more or less.

TRACT 2: 0.031 ACRE (1,356 SQUARE FEET)

COMMENCING at a 1/2" Iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being the common south corner of said Lot 1 and Lot 1, Carmen Subdivision, a map or plat of record in Document #201100198, Official Public Records of Travis County, Texas, same being the common south corner of said 10 feet wide Electric & Telecom Easement "Easement 1", said 1.354 acre tract, that certain called 1.288 acre Drainage Facilities Easement of record in Document #2008034698, Official Public Records of Travis County, Texas, that certain 10 feet wide Electric Easement of record in Volume 9083, Page 612 ("Easement 2"), Real Property Records of Travis County, Texas, that certain 10 feet wide Electric & Telecom Easement of record in Volume 9693, Page 623, Real Property Records of Travis County, Texas, from which a 1/2-inch iron rod found on the common line of said Lot 1, Block E and said Lot 1, Carmen Subdivision, bears N 27°48'31" E, a distance of 550.81 feet;



THENCE S 62°11'29" E, with the north R.O.W. line of E. Wells Branch Parkway and the common south line of said Lot 1, Block E, said 1.354 acre tract, and said 10 feet Electric & Telecom Easement 1, a distance of 10.00 feet to the POINT OF BEGINNING and southwest corner of the tract described herein;


THENCE leaving the north R.O.W. line of E. Wells Branch Parkway and through the interiors of said Lot 1, Block E, said 1.354 acre tract, and said 10 feet wide Electric and Telecom Easement 1, the following three (3) courses and distances:

1. N 27°51'10" E, with the east line of said 10 feet wide Electric & Telecom easement 2, being with the west line of the tract described herein, a distance of 63.00 feet to a calculated point for the northwest corner of the tract described herein,
2. S 62°11'29" E, leaving the east line of said 10 feet wide Electric & Telecom Easement 2 and with the north line of the tract describe herein, a distance of 21.52 feet to a calculated point for the northeast corner of the tract described herein, and
3. S 27°51'10" W, with the east line of the tract described herein, a distance of 63.00 feet to a calculated point on the north R.O.W. line of E. Wells Branch Parkway, being on the south line of said Lot 1, Block E, same being on the common south line of said 1.354 acre tract and said 10 feet wide Electric & Telecom Easement 1, for the southeast corner of the tract described herein, from which a 1/2" iron rod with cap stamped "Cunningham & Allen" found on the north R.O.W. line of E. Wells Branch Parkway, being on the common south line of said Lot 1, Block E, said 1.354 acre tract, and said 10 feet wide Electric & Telecom Easement 1, bears S 62°11'29" E, a distance of 167.34 feet;

THENCE N 62°11'29" W, with the north R.O.W. line of E. Wells Branch Parkway and the south line of said Lot 1, Block E, being with the common south line of said 1.354 acre tract and said 10 feet wide Electric & Telecom Easement 1, with the south line of the tract described herein, a distance of 21.52 feet to the POINT OF BEGINNING and containing 0.031 acre (1,356 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone (4203), NAD83, Grid.

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying survey map are true and correct to the best of my knowledge and belief and was prepared from an actual on-the-ground survey under my direction and supervision.



Cara L. Williams
RPLS No. 6336
State of Texas

2-21-23
Date

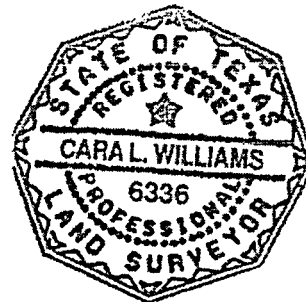
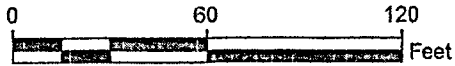
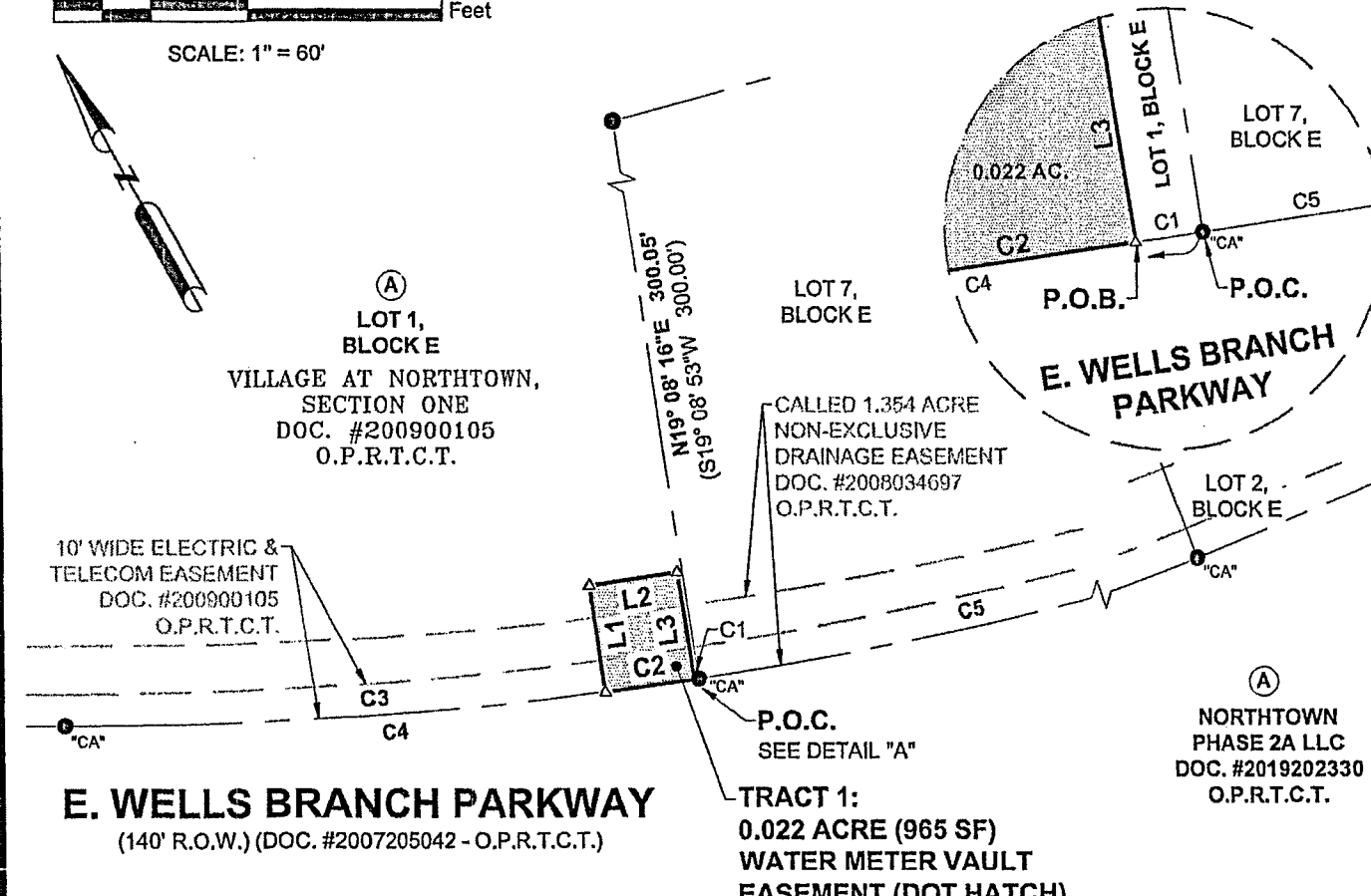
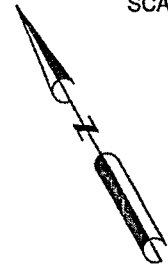


EXHIBIT "A"

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION



SCALE: 1" = 60'



LEGEND

- 1/2" IRON ROD FOUND
- "CA" 1/2" IRON ROD W/CAP STAMPED "CUNNINGHAM & ALLEN" FOUND
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- () RECORD INFORMATION PER DOC. #200900105, O.P.R.T.C.T.

BEARING BASIS & HORIZONTAL DATUM:

TEXAS COORDINATE SYSTEM, GRID
 NAD '83 (CENTRAL ZONE 4203)

NORTHTOWN II
 400 E. WELLS BRANCH PKWY.
 PFLUGERVILLE, TEXAS 78660
 FEBRUARY, 2023
 PROJECT NO. 0007-010

E. WELLS BRANCH PARKWAY
 (140' R.O.W.) (DOC. #2007205042 - O.P.R.T.C.T.)

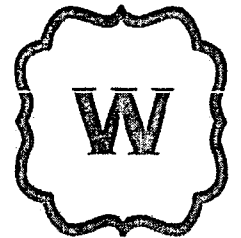
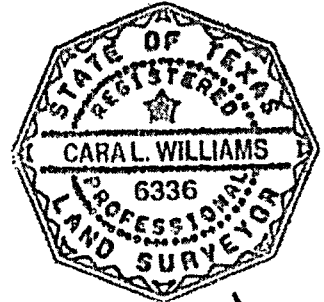
TRACT 1:
 0.022 ACRE (965 SF)
 WATER METER VAULT
 EASEMENT (DOT HATCH)

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD
C1	1.46'	1330.00'	N70° 49' 09"W 1.46'
C2	28.81'	1330.00'	N70° 10' 02"W 28.81'
C3	169.49'	1330.00'	N65° 53' 45"W 169.37'
C4	199.75' (199.79')	1330.00' (1330.00')	S66° 32' 52"E 199.57' (S66° 32' 54"E 199.60')
C5	299.33' (299.33')	1330.00' (1330.00')	S77° 19' 24"E 298.70' (S77° 17' 57"E 298.70')

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N19° 14' 58"E	33.36'
L2	S70° 45' 02"E	28.73'
L3	S19° 06' 55"W	33.64'



**ENGINEERING
 & SURVEYING**

TBPELS FIRM # 10194507
 AND FIRM # F-15324
 5207 AIRPORT BOULEVARD
 AUSTIN, TEXAS 78751
 (512)394-1900

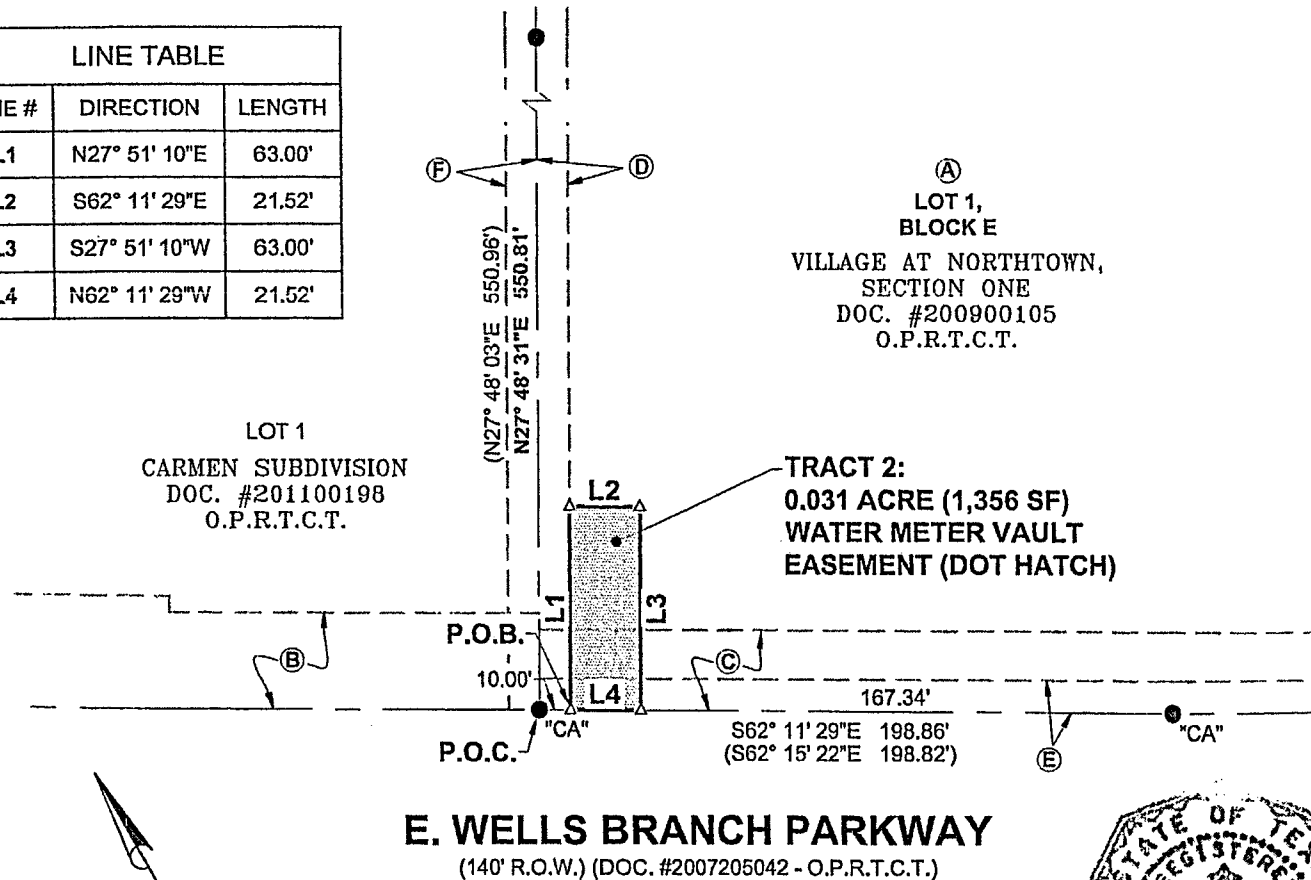
SHEET
3 OF 4

Handwritten signature and date: 2-21-23

EXHIBIT "A"

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

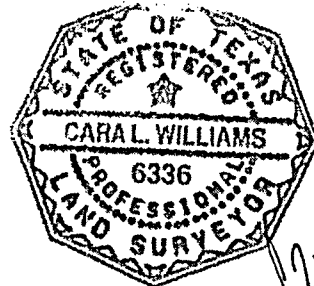
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N27° 51' 10"E	63.00'
L2	S62° 11' 29"E	21.52'
L3	S27° 51' 10"W	63.00'
L4	N62° 11' 29"W	21.52'



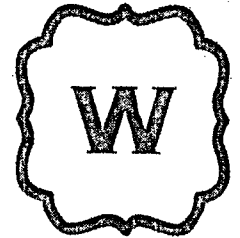
LEGEND	
●	1/2" IRON ROD FOUND
● "CA"	1/2" IRON ROD W/CAP STAMPED "CUNNINGHAM & ALLEN" FOUND
△	CALCULATED POINT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
()	RECORD INFORMATION PER DOC. #200900105, O.P.R.T.C.T.

NORTHTOWN II
400 E. WELLS BRANCH PKWY.
PFLUGERVILLE, TEXAS 78660
FEBRUARY, 2023
PROJECT NO. 0007-010

E. WELLS BRANCH PARKWAY
(140' R.O.W.) (DOC. #2007205042 - O.P.R.T.C.T.)



Caral Williams
2-21-23



ENGINEERING & SURVEYING

TBPELS FIRM # 10194507
AND FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512)394-1900

SHEET
4 OF 4

- Ⓐ NORTHOWN PHASE 2A LLC
DOC. #2019202330
O.P.R.T.C.T.
- Ⓑ CALLED 1.288 ACRE DRAINAGE FACILITIES EASEMENT
DOC. #2008034698
O.P.R.T.C.T.
- Ⓒ CALLED 1.354 ACRE NON-EXCLUSIVE DRAINAGE EASEMENT
DOC. #2008034697
O.P.R.T.C.T.
- Ⓓ 10' WIDE ELECTRIC EASEMENT
VOL. 9083, PG. 612
R.P.R.T.C.T.
- Ⓔ 10' WIDE ELECTRIC & TELECOM EASEMENT
DOC. #200900105
O.P.R.T.C.T.
- Ⓕ 10' WIDE ELECTRIC & TELECOM EASEMENT
VOL. 9693, PG. 623
R.P.R.T.C.T.

BEARING BASIS & HORIZONTAL DATUM:

TEXAS COORDINATE SYSTEM, GRID
NAD '83 (CENTRAL ZONE 4203)

EXHIBIT B IMPROVEMENT LOCATIONS

Construction Notes

Lot 1A- Landscape Design Guidelines

CITY OF AUSTIN- DEVELOPMENT STANDARDS

2.4.1 STREET YARD LANDSCAPING REQUIREMENTS

1. A minimum of 20% of the street yard area of the site shall be landscaped.

- Total Street Yard = 62,871 SF
 - 62,871 SF * .20 = 12,574 SF (Required to be landscaped)
 - 58,000 SF (92%) Landscaped Area Provided

2. Within the area described as street yard a minimum amount of trees are required to be planted or preserved with at least 60% of the trees planted from the Preferred Plant List. A minimum of 50% of the trees required in the landscape yard area are to be large shade providing trees. Planted trees shall be no less than six feet in initial height and no less than one and one-half inch caliper measured at six (6) inches above grade. No more than 50% of the planted trees will be from the same genus or species (if more than 10 trees are required), as follows: If the street yard area is between 10,000 to 110,000 sq. ft. you are required to plant 10 trees for first 10,000 sq. ft. plus 1 tree/2,500 sq. ft. over 10,000 sq. ft.

- Total Street Yard = 62,871 SF
 - Street Yard Area Calculation: 62,871 SF - 10,000 SF = 52,871 SF / 2,500 SF = 21
 - 10 Trees for first 10,000 + 21 Trees for remaining 42,871 SF = 31 Trees Required
 - Total Trees Provided: 31 Trees

2.4.2 PARKING LOT LANDSCAPING REQUIREMENTS

1. Ninety square feet of landscape area is required for each 12 parking spaces with a parking lot located in the street front.

-N/A

2. Sixty square feet of landscape area is required for each 12 parking spaces with a parking lot not located in the street front.

- Landscape Area SF Calculation: 528 Parking Spaces / 12 = 44 * 60 SF = 2,640 SF
 - Landscape Area Provided: 69 Islands with a minimum area of 162 SF each = 14,118 SF

3. One (1) tree must be located within 50 feet of each parking space. A minimum of 80% of the trees required for parking lot areas are to be from the Descriptive Categories of Tree Species.

- Parking lot trees have been provided to achieve this requirement.

2.4.4 LANDSCAPE

1. At least 50% of the areas shall be planted with species from the Preferred Plant List. Up to 10% of the plants may be of a non-preferred variety as long as they are grouped together in a suitable area and can be irrigated separately.

2. Areas that receive more than six (6) hours of sunlight per day shall be planted with turf species from the Preferred Plant List.

GENERAL NOTES

1. Plant material associated with this landscape plan exceeds minimum requirements listed above. Removal of additional material exceeding minimum requirements shall be at owner's discretion.

Lot 1A-Plant List (Contractor Responsible for Quantities and Tabulations)

QTY.	Key	Common Name	Botanical Name	Size	Container	Height	Spread	Remarks
TREES								
10	BC	Bald Cypress	Taxodium distichum	4' Cal.	Container	10-12' HL	8'	Full, Symmetrical, Uniform Height and Spread 6" Minimum Clear Trunk
27	CE	Cedar Elm	Ulmus crassifolia	4' Cal.	Container	12-14' HL	6'	Full, Symmetrical, Uniform Height and Spread 6" Minimum Clear Trunk
3	F314	Florida Sabal Palm (Straight Trunk)	Sabal florida		B&B	14" HL	8-8'	Full, Straight 14" Clear Trunk with 2' Subgrade Depth. Trunk perforates (bark) to within 36" of clear trunk
55	LO	Live Oak	Quercus virginiana	4' Cal.	Container	14' HL	6-8'	Full, Symmetrical, Uniform Height and Spread
71	MO	Monterey Oak	Quercus polymorpha	4' Cal.	Container	14' HL	6-8'	Full, Symmetrical, Uniform Height and Spread 6" Minimum Clear Trunk
8	SO	Shumard Oak	Quercus shumardii	4' Cal.	Container	14' HL	6-8'	Full, Symmetrical, Uniform Height and Spread 6" Minimum Clear Trunk
ORNAIMENTAL TREES								
15	RB	Oklahoma Redbud	Cercis canadensis	60 Gal.	Container	8-8' HL	4-5'	Full Base & Crown, Multi-Trunk Specimen 3' Clear Trunk
6	VT	Chastis Tree	Viburnum cassinii		Container or B&B	6-7' HL	5-6'	Full From Base to Top and Symmetrical, Full Crown
12	YT	Yaupon Holly Tree	Ilex vomitoria		Container or B&B	8-7' HL	6-7'	Full Symmetrical, Multi-Trunk Specimen 3-4' Clear Trunks (Tree Form)
SHRUBS								
234	BI	Bicolor Iris	Morea bicolor	5 Gal.	Container	24" HL	18"	Full from Base to Top and Symmetrical 36" o.c. m/h
9'	CR	Climbing Rosemary	Rosmarinus officinalis	5 Gal.	Container	18" HL	18"	Full, and Symmetrical 36" o.c. Tri Spacing
477	DB	Dwarf Burkard Holly	Ilex cornuta Burkardii	5 Gal.	Container	18" HL	18"	Full and Symmetrical 30" o.c.
425	DW	Dwarf Wax Myrtle	Myrica pauciflora	5 Gal.	Container	16" HL	18"	Full and Symmetrical 30" o.c.
86	DY	Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	5 Gal.	Container	14" HL	14"	Full and Symmetrical 24" o.c. Touching upon Installation
84	GN	Gulf Stream Nandina	Nandina domestica (Gulf Stream)	5 Gal.	Container	18" HL	16"	Full and Symmetrical 24" o.c.
11	GL	Giant Ligustrum	Ligustrum giganteum	5 Gal.	Container	16-18" HL	12-24"	Full and Symmetrical 24" o.c.
5	KR	Shrub Rose	Rosa 'Knockout'	5 Gal.	Container	24" HL	20"	Full and Symmetrical 36" o.c.
436	LP	Chinese Fringe Flower	Loropetalum Chinese 'Plum Delight'	5 Gal.	Container	18" HL	18"	Full and Symmetrical 30" o.c.
2	MF	Mediterranean Fan Palm	Chamaerops humilis	45 Gal.	Container	5-6' HL	4-5'	Full From Base to Top and Symmetrical
8	SG	Silvia Greggii	Silvia Greggii	5 Gal.	Container	18" HL	18"	Full and Symmetrical 30" o.c. Tri Spacing
50	SW	Switchgrass	Panicum virgatum		Live Roots			36" o.c. Tri Spacing Supplier: Native American Seed, Junction, Texas
8	SY	Soft Tip Yucca	Yucca pendula		Container	24" HL	24"	Full and Symmetrical
124	VS	Viburnum Suspensum	Viburnum Suspensum	5 Gal.	Container	30" HL	24"	Full and Symmetrical 42" o.c.
38	XV	Xylocopa	Xylocopa	15 Gal.	Container	38" HL	24-28"	Full and Symmetrical 42" o.c.
GROUNDCOVERS								
1730	AJ	Atlantic Jasmine	Fraxelapennum asiaticum	1 Gal.	Container			Full and symmetrical, 18" o.c. Tri spacing
332	BB	Big Blue Liriope	Liriope muscari 'Big Blue'	1 Gal.	Container	8" HL	10"	Full and symmetrical, 18" o.c. Tri spacing
41	BC	Seasonal Color		1 Gal.	Container		12"	Full, and well rooted; 12" o.c. Tri Spacing Selected as per season
MISCELLANEOUS								
SOD	SOD	TIF Turf Bermuda		S.Y.				90% Pure Turf Cut Prior to Shipment and Installation
SYN	SYN	Synthetic Turf						Supplier: SYN-Lent Type: SYNPro 60 Provide Landscape Architect with Sample Submittal Note: Or Approved Equal Supplier: Native American Seed (800) 726-4043 Type: See Specs on LP 3.3
NS	NS	Native Seed						Supplier: Pro Seed (315) 471-181 Dark Green w/ Steel Stripes
SE	SE	Steel Edging		L.F.				Supplier: Whitesley Landscape Supplies, Austin, TX Type: 'Arizona Gravel, 3/4" Mix All Mulch in Planting Areas to be Fine Shredded Pine Bark
RR	RR	River Rock						Supplier: Whitesley Landscape Supplies, Austin, TX Type: 'Arizona Gravel, 3/4" Mix All Mulch in Planting Areas to be Fine Shredded Pine Bark
		Mulch						
		Geo Fabric						Type: DeWitt Pro-5
		Wood Barter						

NOTES:

- Provide Erosion Control Fabric beneath all River Rock (RR) as Specified per fabricator's specifications.
- Landscape Contractor shall provide Landscape Architect with Photograph of ALL Materials for approval prior to purchase and installation. Materials are subject to rejection if not submitted for approval (Trees, Plants, Mulch, River Rock, etc).
- Landscape Contractor shall submit any alternate(s) to the Owner and Landscape Architect for review and approval.
- Landscape Contractor shall be responsible for Take-Off of materials, and shall be responsible for all planting shown on Planting Plans. Tabulation may not be accurate.

Northtown II
 Pflugerville, Texas
Johnson Trube & Associates, L.L.C.
 2612 E. Cesar Chavez, Suite 111
 Austin, Texas 78702



SAGE GROUP, INC.
 LANDSCAPE ARCHITECTURE
 MASTER PLANNING
 SITE PLANNING
 SAN ANTONIO, TX 78216
 TEL 512.493.3747
 FAX 512.493.3749

Not for Regulatory
 Approval, Permitting
 or Construction

Issue Date: 02.18.22

Revisions:

Project Number: 2004170

Drawn By: AD, LD

Checked By: AD

Date: _____

Scale: _____

Sheet Title: _____
