



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, June 28, 2023 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a Regular Meeting on the 28th day of June 2023 at 7:00 p.m., in the Council Chambers, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, at which time the following items will be discussed, to-wit:

REMOTE ACCESS:

Due to the COVID-19 status in Travis County, any citizens or applicants that wish to speak at the meeting are encouraged to attend virtually, as the number of people in the chambers will be limited due to physical distancing. Facial Coverings are not required, but highly recommended, and will be available for any that need one.

Join Zoom Meeting:

<https://us02web.zoom.us/j/3499549035>

Meeting ID: 349 954 9035

If you wish to listen to the meeting via telephone: Dial (346) 248-7799, Meeting ID 349 954 9035.

If you wish to speak during the meeting or provide written comments, please email your name, phone number, comments, and the item number you wish to speak/comment on to citysec@westlakehills.gov by 1:00 P.M. on June 28, 2023.

1. Call to Order
2. Citizen Communications The City Council welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Council later in the meeting. The Council cannot respond to or discuss matters not listed on the agenda. The Council may provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to five (5) minutes each.
3. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.

- a. Approval of the June 14, 2023 Regular Meeting Minutes.
4. Land Use **1002 Live Oak Ridge Road** - Discuss and consider action on a request for a release of easement for a 100-ft LCRA easement on a recorded plat (Section 36.01.017 of the West Lake Hills Code). Applicant Matthew Bentley and Sallie Bentley.
5. Resolution Discuss and consider action on a resolution declaring the City's intent to seek certification from the International Dark Sky Association and to regulate outdoor lighting in accordance with the requirements of the Association.
6. Administration Discussion and update on bond items regarding Proposition A (new municipal complex) and Proposition B (streets and drainage projects).
7. Administration Discuss and consider action on the Pavement/Street Maintenance Project prioritization.
8. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess in Executive Session (closed meeting) to discuss the following:
 - a. Section 551.071 - Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills v. the following:
 1. Jaffe - 1405 Wildcat Hollow;
 2. Alvarez - 1505 Wildcat Hollow;
 3. Lambert - 1600 Westlake Drive;
 4. 1836 Real Estate, LLC - 707 Butler Cove;
 5. Barbour - Parcel 14, 400 Yaupon Valley Road; and
 6. Dumke - Parcel 16, 106 Laurel Valley Road.
 - b. Section 551.072 - Deliberations about Real Property:
 1. Barbour - Parcel 14, 400 Yaupon Valley Road; and
 2. Dumke - Parcel 16, 106 Laurel Valley Road.
9. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney and deliberation about real property.
10. Resolution Discuss, consider and take action on Resolution No. 2023-06-02 to authorize the use of the power of eminent domain for the City of West Lake Hills to acquire a public drainage easement on the property located at 400 Yaupon Valley Road, West Lake Hills,

Texas and being the land described as Lot 12A, of Amended Plat of Lots 12 and 13, of the Yaupon Valley Subdivision, West Lake Hills, Texas, for storm water drainage control and improvement purposes, for a City public drainage improvement on Laurel Valley Road, project extending from Westlake Drive to Yaupon Valley Road and other public uses and providing authorization to city staff, legal counsel and their designees to institute eminent domain proceedings on behalf of the City for acquisition of drainage easements and to take such steps as necessary to obtain access to the property for surveying, appraisal and other purposes as required by state law.

11. Resolution Discuss, consider and take action on Resolution No. 2023-06-03 to authorize the use of the power of eminent domain for the City of West Lake Hills to acquire a public drainage easement on the property located at 106 Laurel Valley Road, West Lake Hills, Texas and being the land described as Lot 2 of Harold Burke Subdivision, West Lake Hills, Texas, for storm water drainage control and improvement purposes, for a City public drainage improvement on Laurel Valley Road, project extending from Westlake Drive to Yaupon Valley Road and other public uses and providing authorization to city staff, legal counsel and their designees to institute eminent domain proceedings on behalf of the City for acquisition of drainage easements and to take such steps as necessary to obtain access to the property for surveying, appraisal and other purposes as required by state law.

12. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the June 28, 2023 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, June 23, 2023 by 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed by: Terry Blanchard, City Secretary

The City of West Lake Hills is committed to compliance with the Americans with Disabilities Act. Reasonable accommodation and equal access to communications will be provided upon request.

All items on the agenda are for discussion and/or action. City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL REGULAR MEETING
Wednesday, June 14, 2023 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 7:34 p.m.

CITY COUNCIL PRESENT:

Mayor Linda Anthony
Mayor Pro Tem Gordon Bowman
James Vaughan
Brian Plunkett
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Director of BDS Jennifer Bills
Chief of Police Scott Gerdes
Assistant City Attorney Nicole Warren

2. Citizen Communications The City Council welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Council later in the meeting. The Council cannot respond to or discuss matters not listed on the agenda. The Council may provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to five (5) minutes each.

Mayor Anthony opened the meeting for public comments. Mayor Anthony announced that Water District 10 has completed the Drummond Pump Station. Hearing no further comments, the public communication section was closed.

3. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.
 - a. Approval of the May 24, 2023 Regular Meeting Minutes.
 - b. Approval of amended and restated temporary license agreement for parking at 4010 Bee Cave Road.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Vaughan, the Council voted four (4) for and none (0) opposed to approve the consent agenda as presented. Motion carried.

4. Administration Discuss and consider action regarding the 88th Legislative Session and subsequent special session(s).

City Administrator Fletcher gave a brief summary. Nicole Warren gave information on several House Bills (14, 1922, and 2127) and Senate Bill 929. Randy Lee spoke to Council regarding HB 2239 (Ash Junipers).

5. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess in Executive Session (closed meeting) to discuss the following:
- a. Section 551.071: Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills v. the following:
 - 1. Jaffe - 1405 Wildcat Hollow;
 - 2. Alvarez - 1505 Wildcat Hollow;
 - 3. Lambert - 1600 Westlake Drive; and
 - 4. 1836 Real Estate, LLC - 707 Butler Cove.
 - b. Section 551.074: Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline and dismissal of a public officer or employee or to hear a complaint against an officer or employee:
 - 1. City Administrator Annual Evaluation.

Council convened into Executive Session at 8:02 p.m.

6. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney and deliberation regarding personnel matters.

Council reconvened in Open Session at 9:00 p.m.

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember Plunkett, the Council voted three (3) for and none (0) opposed with one (1) abstention to authorize an agreement with Almanza, Blackburn, Dickie & Mitchell, LLP (ABDM) and to retain the firm to represent the City in legal matters. Councilmember Vaughan abstained. Motion carried.

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember Walker, the Council voted four (4) for and none (0) opposed to approve a 7% increase to the city administrator's salary. Motion carried.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Vaughan, the Council voted four (4) for and none (0) opposed to approve city administrator contract amendments as presented/discussed. Motion carried.

7. Adjournment

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember Vaughan, the Council voted four (4) for and none (0) opposed to adjourn the meeting at 9:07 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on June 28, 2023.



City of West Lake Hills

City Council

AGENDA REPORT

Meeting Date:	June 28, 2023	Item Number:	4
Department:	Building & Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

1002 Live Oak Ridge Rd: Discuss and consider action on a release of easement for a 100-foot LCRA easement on a recorded plat (Section 36.01.017 of the West Lake Hills Code).

Applicant: Matthew Bentley and Sallie Bentley

Recommendation

Staff recommends approval of the release of easement request.

The Planning & Zoning Commission considered the item at the June 21, 2023 meeting and recommended approval by a vote of 6-0 (Attachment 4).

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Matthew Bentley and Sallie Bentley

Legal Description: Amended Plat of the Resubdivision of Tract 4 the Bichteler Addition, Lot 3

Lot Size: 1.227 acres (53,448.12 sf)

Easement Area: 12,480 sf

Zoning: R-1 (One-Family)

The properties surrounding the subject property are zoned One-Family.

Background & Analysis:

The applicant is proposing to vacate an easement that was established on the Amended Plat of the Resubdivision of Tract 4 of the Bichteler Addition in 1995 (Attachment 1). The easement is shown to be a 100-foot easement set on the center line of the LCRA overhead transmission line. The applicant is seeking the easement release so they can build a pool in the area adjacent to the house.

Easement Release Criteria:

Location of the easement area to be released.

The applicant has provided a survey and metes and bound description of the easement (Exhibit A).

Permission from applicable entities releasing rights to easement.

The applicant has provided a release from LCRA that states that they have no equipment in the easement and no objection to the release. The applicant has also provided a release from Southwestern Bell, and a statement from Austin Energy that they have no equipment or rights to the easement (Attachment 2).

Compliance with Adopted International Building Code

The property and future construction will have to comply with all applicable City codes.

Subdivision

There is no change to the subdivision proposed with this application.

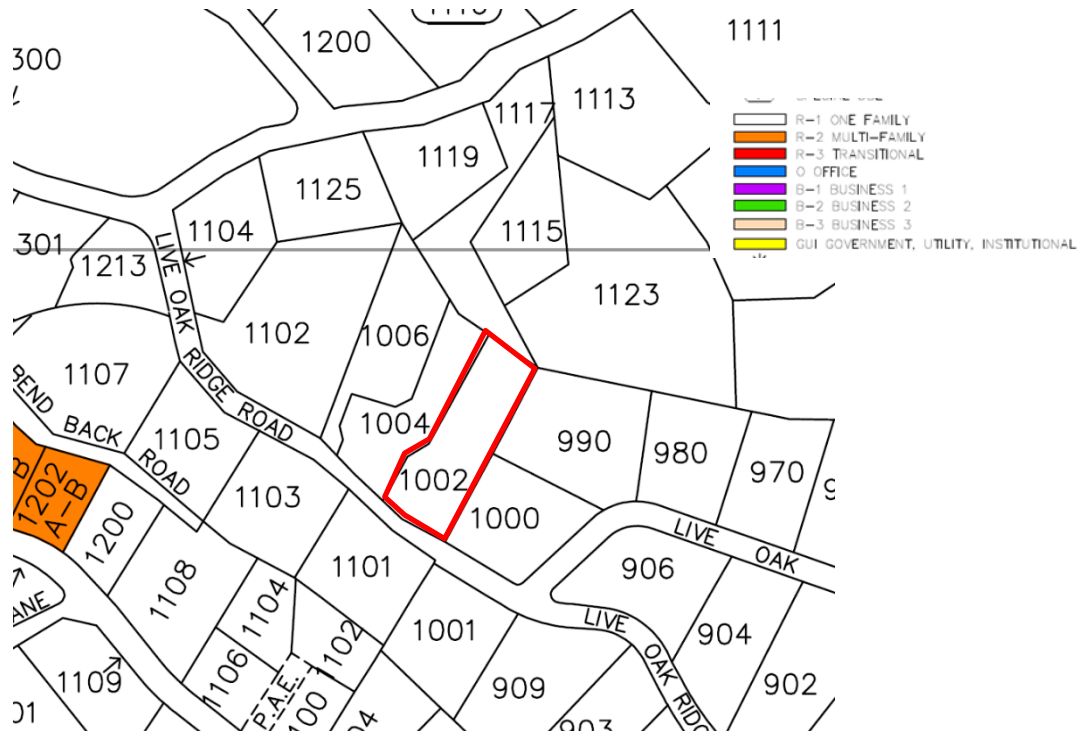
Comprehensive Planning Analysis

The request is in conformance with the City of West Lake Hills Master Plan.

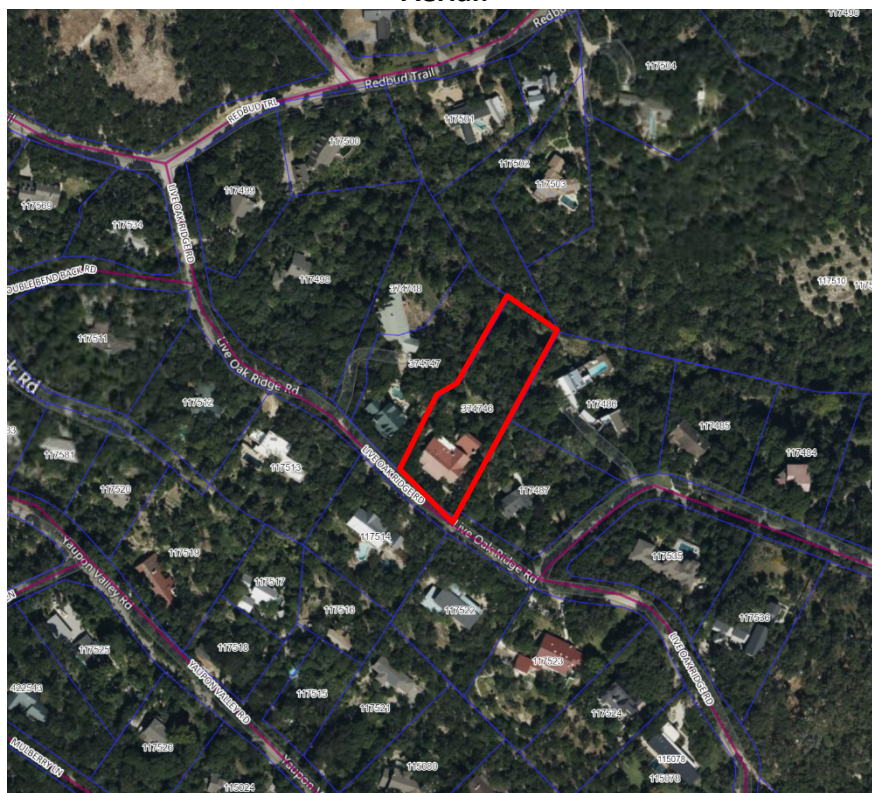
Links to Relevant Code:

[§ 36.01.017: Release of easement.](#)

Zoning:

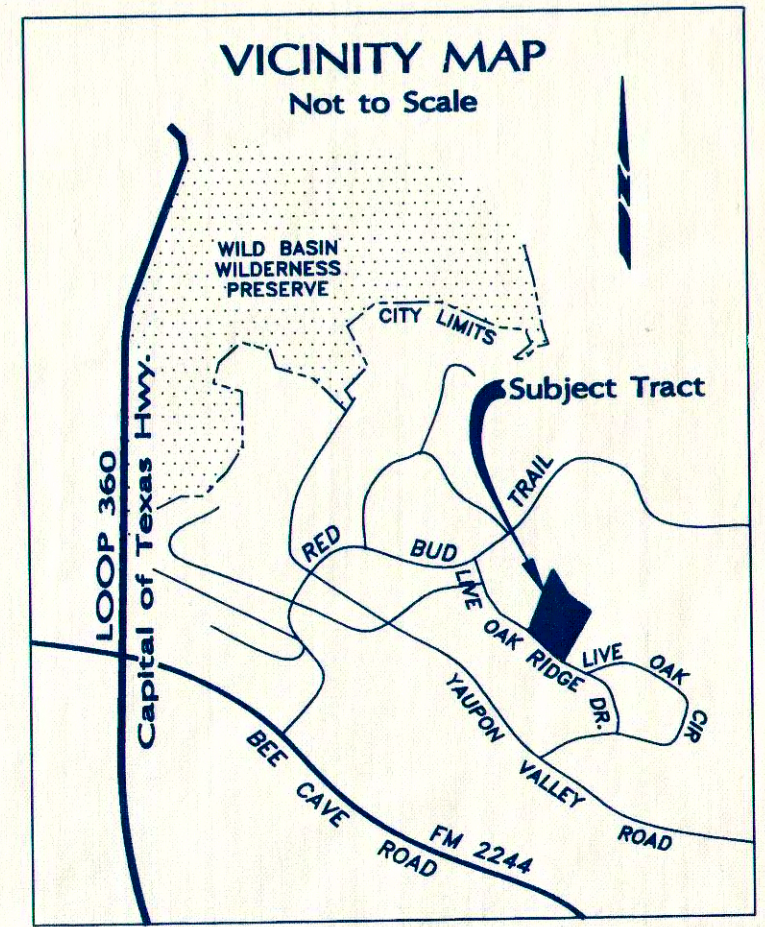


Aerial:



RESUBDIVISION OF TRACT 4, THE BICHTELER ADDITION

SHEET 1 OF 2

SCALE: 1" = 100'
DATE: AUGUST, 1995

LEGEND

- 2'X2' Rock Column
- 3/4" Iron Rod Found
- 5/8" Iron Rod Found
- 1/2" Iron Rod Found
- 1/2" Iron Rod Set
- B.S.L. Building Setback Line
- D.E. Drainage Easement
- ⚡ Power Pole with Down Guy and Anchor
- W — Water Line
- ⚡ Fire Hydrant
- ⊗ Water Valve
- X — Wire Fence
- ○ — Chainlink Fence

LOT SUMMARY

LOT 1	1.143 AC.
LOT 2	1.023 AC.
LOT 3	1.228 AC.
TOTAL	3.394 AC.

LINE TABLE

L1	S11°56'37"E	29.25
L2	S22°15'34"W	33.23
L3	N42°16'45"W	45.74
L4	N42°16'45"W	53.66

1) SEPTIC TANK NOTE:

"SEPTIC SYSTEMS: EVERY LOT WITHIN THE CITY'S MUNICIPAL BOUNDARIES IN THIS SUBDIVISION IS SUBJECT TO THE CITY OF WEST LAKE HILLS' SANITATION ORDINANCE 108, AS AMENDED. NO SEPTIC SYSTEMS OR OTHER PRIVATE SEWAGE FACILITY MAY BE CONSTRUCTED ON THOSE IN CITY LOTS UNTIL THE CITY OF WEST LAKE HILLS HAS ISSUED A PERMIT FOR THEIR CONSTRUCTION. NO PRIVATE SEWAGE FACILITY IN THE CITY LIMITS MAY BE USED UNTIL THE FACILITY HAS BEEN APPROVED AND LICENSED BY THE CITY. LOT SIZE REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL PRIVATE SEWAGE FACILITIES SHALL CONFORM TO CONSTRUCTION AND DEVELOPMENT LIMITATIONS IN THE SANITATION ORDINANCE 108, AS AMENDED."

2) SITE CLEARANCE, SITE DISTURBANCE, OR IMPERVIOUS COVER:

EVERY LOT IN THIS SUBDIVISION IS SUBJECT TO THE CITY OF WEST LAKE HILLS' SITE CLEARANCE PROCEDURES. NO SITE CLEARANCE, EXCAVATION, GRADING OR LANDFILL SHALL COMMENCE UNLESS A PERMIT SHALL HAVE FIRST BEEN ISSUED FOR SUCH WORK IN ACCORDANCE WITH THE PROVISIONS OF APPLICABLE ORDINANCES. IMPERVIOUS COVER SHALL NOT EXCEED THE MAXIMUM PERCENTAGE PERMITTED UNDER CITY ORDINANCE.

3) FLOOD HAZARD NOTE:

THE FEDERAL INSURANCE ADMINISTRATION MAPS FOR THE CITY OF WEST LAKE HILLS, TEXAS, INDICATE THAT THE PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY SAID MAPS, DATED JUNE 16, 1993.

4) STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT:

THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TRAVIS COUNTY, TEXAS. IF SAID PLAT IS WITHIN THE CITY LIMITS OF THE CITY OF WEST LAKE HILLS, TEXAS. THE CITY OF WEST LAKE HILLS, ASSUMES NO RESPONSIBILITY TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

5) UTILITY NOTES:

ALL UTILITIES INCLUDING ELECTRIC SERVICE TO EACH LOT SHALL BE UNDERGROUND.

PER THE BICHTELER ADDITION, AS RECORDED IN BOOK 74, PAGES 49-50 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, L.C.R.A. ELECTRIC TRANSMISSION LINE NOTE: NO STRUCTURE SHALL BE ERECTED OR PERMITTED WITHIN FIFTY FEET OF THE CENTERLINE OF THE L.C.R.A. ELECTRIC TRANSMISSION LINE AS DENOTED ON THE PLAT PER RESTRICTIONS IN DEEDS AS RECORDED IN VOLUME 554, PAGE 502; VOLUME 661, PAGE 565; AND 667, PAGE 298 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

6) RESTRICTIVE COVENANTS AND EASEMENT NOTE:

RESTRICTIVE COVENANTS AND EASEMENTS AS RECORDED IN BOOK 74, PAGE 49 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND VOLUME 823, PAGE 542; VOLUME 858, PAGE 582; VOLUME 554, PAGE 502; VOLUME 661, PAGE 565 AND VOLUME 676, PAGE 298 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS MAY AFFECT THIS TRACT.

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

LANDMARK SURVEYING, INC.
1301 SOUTH CAPITAL OF TEXAS HWY. BLDG A
AUSTIN, TEXAS 78746

Dana A. Markus-Wolf 9/22/95
DANA A. MARKUS-WOLF
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4996

FILE NO.

RESUBDIVISION OF TRACT 4, THE BICHTELER ADDITION

SHEET 2 OF 2

STATE OF TEXAS }
COUNTY OF TRAVIS }

WHEREAS, ADELE ELY AND WARREN ELY, THE OWNERS OF TRACT 4, THE BICHTELER ADDITION, AS RECORDED IN BOOK 74, PAGES 49 AND 50, PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND OUT OF THE T. J. CHAMBERS SURVEY 504, ABSTRACT NO. 198 OF TRAVIS COUNTY, TEXAS CONVEYED TO (US) BY DEED RECORDED IN VOLUME 12490 PAGE 1940, OF THE TRAVIS COUNTY DEED RECORDS;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

THAT WE THE UNDERSIGNED OWNERS OF THE LAND SHOWN OF THIS PLAT, AND DESIGNATED HEREIN AS TRACT 4, THE BICHTELER ADDITION, OF THE CITY OF WEST LAKE HILLS, TRAVIS COUNTY, TEXAS, AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY SUBDIVIDE SAID 3.394 ACRES OF LAND TO BE KNOWN AS THE RESUBDIVISION OF TRACT 4, THE BICHTELER ADDITION, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND THIS 27th DAY OF SEPTEMBER 1995.

Adele Ely
ADELE ELY
2900 REGENTS PARK
AUSTIN, TEXAS 78746

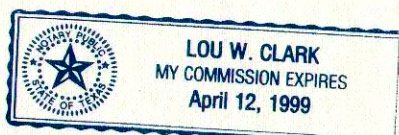
Warren Ely
WARREN ELY
2900 REGENTS PARK
AUSTIN, TEXAS 78746

STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADELE ELY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF September, 1995.

Lou W. Clark
NOTARY PUBLIC IN AND FOR
TRAVIS COUNTY, TEXAS
MY COMMISSION EXPIRES : 4-12-99

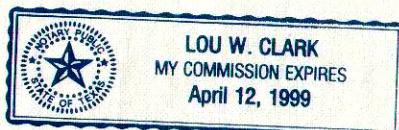


STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WARREN ELY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF September, 1995.

Lou W. Clark
NOTARY PUBLIC IN AND FOR
TRAVIS COUNTY, TEXAS
MY COMMISSION EXPIRES : 4-12-99



CERTIFICATION BY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10:

THE TRACT OF LAND DESCRIBED ON THIS PLAT IS WITHIN THE BOUNDARIES OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT (WCID) NO. 10 AND HAS WATER SERVICE AVAILABLE.

DATED: 18 Oct 95
Cliff Drummond
CLIFF DRUMMOND
PRESIDENT OF THE BOARD, WCID NO. 10

CERTIFICATION BY THE CITY INSPECTOR/PLANNER:

I, THE UNDERSIGNED, CITY INSPECTOR/PLANNER OF THE CITY OF WEST LAKE HILLS, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY FOR WHICH MY APPROVAL IS REQUIRED,

DATED: September 20, 1995
R. Dan Sims
R. DAN SIMS, R.S.
CITY INSPECTOR/PLANNER
CITY OF WEST LAKE HILLS, TEXAS

RECOMMENDATION FOR APPROVAL BY THE ZONING AND PLANNING COMMISSION OF THE CITY:

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE ZONING AND PLANNING COMMISSIONS (ZAPCO) OF THE CITY OF WEST LAKE HILLS, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL.

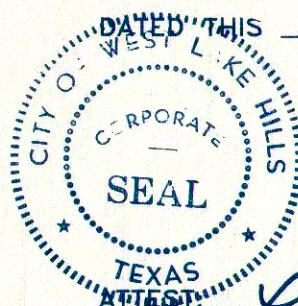
DATED THIS 20 DAY OF September, 1995.

Katherine Loayza
ZAPCO CHAIRPERSON
KATHERINE LOAYZA

APPROVAL BY THE CITY COUNCIL:

APPROVED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS.

DATED THIS 27 DAY OF September, 1995.
Linda Winn
LINDA WINN
CITY SECRETARY



Tom H. Taylor
TOM H. TAYLOR
MAYOR
CITY OF WEST LAKE HILLS, TEXAS

FILING CERTIFICATION

STATE OF TEXAS }
COUNTY OF TRAVIS }

I DANA DeBEAUVIOR, CLERK OF THE COUNTY OF TRAVIS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATION OF AUTHENTICATION WAS FILED IN MY OFFICE AT 9:00 O'CLOCK A. M. ON THIS THE 25th DAY OF October, 1995, AND DULY RECORDED AT 9:00 O'CLOCK A. M. ON THIS THE 25th DAY OF October, 1995, IN THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, IN BOOK 95, AT PAGES 387 THROUGH 388.

WITNESS MY HAND AND SEAL OF THE COURT OF TRAVIS COUNTY, TEXAS THIS 25th DAY OF October, 1995.

CLERK OF THE COUNTY COURT
TRAVIS COUNTY, TEXAS

BY : V. Leal
DEPUTY

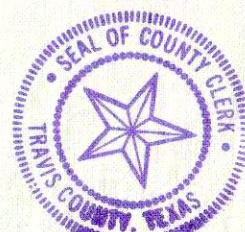


STATE OF TEXAS }
COUNTY OF TRAVIS }

FILED FOR RECORD THIS 25th DAY OF October, 1995.
AT 9:00 O'CLOCK A. M.

CLERK OF THE COUNTY COURT
TRAVIS COUNTY, TEXAS

BY : V. Leal
DEPUTY



FILE NO.



March 8, 2022

West Lake Hills City Hall
911 Westlake Drive
West Lake Hills, TX 78746

To Whom it May Concern,

The Lower Colorado River Authority ("LCRA") has done an evaluation on 1002 Live Oak Ridge Road, West Lake Hills, Texas 78746. To our knowledge, LCRA has no record of an easement or LCRA equipment at the address.

If you have any questions or would like additional information, please feel free to contact Jeff Mayronne at 512-578-4587 or 1-800-776-5272, ext. 4587.

Sincerely,

A handwritten signature in blue ink that reads "Mark Sumrall". The signature is written in a cursive, flowing style.

Mark Sumrall
Director of Real Estate Services



RELEASE OF EASEMENT

SUSAN ANN HATTINGER

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, and ~~VERNON RAY HATTINGER III~~ AND GRANTEE(S), hereby acknowledged, does by these presents ABANDON, RELEASE, RELENDISH AND DISCLAIM to GRANTEE (S), all or a specific portion of a certain easement for telephone communication purposes hereinafter described that affects land owned by GRANTEE (S) situated in Travis County, Texas, and described as follows

Lot 2, Resubdivision of Tract 4, The Bichteler Additions, Bichtler, a subdivision recorded in the County of Travis, State of Texas.

Said land of GRANTEES (S) being subject to.

Easement assigned to Southwestern Bell Telephone Company.

The portion of said easement to be hereby released is described as follows

Easement found in Volume 676, Page 298 of the Public Records of Travis County, Texas.

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 20th day of March, 19 2000

Concurrence

CW Rider
DIRECTOR ENG/CONST.
Wayne Rider

SOUTHWESTERN BELL TELEPHONE COMPANY

By

Randall Johnson
Randall Johnson

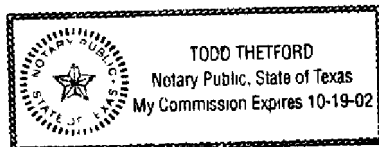
THE STATE OF TEXAS

COUNTY OF Travis

BEFORE ME, the undersigned authority on this day personally appeared Wayne Rider and Randall Johnson of Southwestern Bell Telephone Company, a Missouri corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for and as the act and deed of Southwestern Bell Telephone Company, as Vice President-Network Distribution Services (Texas) thereof, and for purposes and consideration therein expressed

Given under my hand and seal of office this the 20th day of March, A D 19 2000

Todd Thetford
Notary Public in and for Travis County, Texas
My Commission Expires



Subject: Fwd: Property Profile
Date: Wednesday, May 18, 2022 at 4:14:39 PM Central Daylight Time
From: Jordon Russell
To: Matthew Bentley
Attachments: image001.png, ~WRD0001.jpg, image002.png

----- Forwarded message -----

From: **Jordon Russell** <jordon@livetexanrealty.com>
Date: Wed, May 18, 2022 at 12:46 PM
Subject: Fwd: Property Profile
To: Beto Lopez <beto@archiveproperties.com>, Ken Dineen <ken@archiveproperties.com>, Pamela Stearns <pstearns@surveyworks.com>, Derek Kinsaul <derek@surveyworks.com>, Michelle Barron <mbarron@surveyworks.com>

Please see the email thread below between the City of Austin and myself.

The Texas Real Estate Commission requires all license holders to provide the [Information About Brokerage Services](#) form and [Consumer Protection Notice](#) to potential clients. Please feel free to contact us with any questions regarding these forms.

Regards,

Jordon Russell, Owner/Realtor
Phone: 512-285-0557
Jordon@Livetexanrealty.com
www.livetexanrealty.com



----- Forwarded message -----

From: **Jordon Russell** <jordon@livetexanrealty.com>
Date: Fri, Feb 25, 2022 at 1:24 PM
Subject: Re: Property Profile
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Cc: Smith, Mashell <Mashell.Smith@austintexas.gov>

Thank you Ms. Smith, the quick response is very much appreciated.

The Texas Real Estate Commission requires all license holders to provide the [Information About Brokerage Services](#) form and [Consumer Protection Notice](#) to potential clients. Please feel free to contact us with any questions regarding these forms.

Regards,

Jordon Russell, Owner/Realtor

Phone: 512-285-0557

Jordon@Livetexanrealty.com

www.livetexanrealty.com



On Fri, Feb 25, 2022 at 1:16 PM Smith, Mashell <Mashell.Smith@austintexas.gov> wrote:

Hi Jordon ~

I'm glad Kathy was able to assist. I am attaching the plat of the property showing why the City of Austin Property Profile believes there is a LCRA easement on the lot. I am also attaching the Property Profile showing the type of easement. Finally, I am attaching a Property Profile Report showing Jurisdiction to be West Lake Hills Full Purpose.

Due to the easement being dedicated to LCRA and it being in West Lake Hills Full Purpose jurisdiction, the City of Austin has no rights to the easement.

Please let me know if additional information is needed.

Mashell

~ ~Mahalo ~ ~

Mashell Smith

Property Agent Senior, Land Management

City of Austin Development Services Department

6310 Wilhelmina Delco Dr | Austin, Texas 78752

Office: 512-974-7079



For more information about land management, visit us online at austintexas.gov/page/land-management.

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

PARTIAL VACATION OF EASEMENT

WHEREAS, Matthew and Sallie Bentley are the owners of all lots, tracts and parcels of land which consist and comprise that certain property known and designated as Lot 3, Amended Plat of the Resubdivision of Tract 4 of the Bichteler Addition, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 95, Page 387-388, Plat Records, Travis County, Texas, also known as 1002 Live Oak Ridge Rd ("Property"); and

WHEREAS, the Property is subject to an LCRA easement established by plat, Lot 3, Amended Plat of the Resubdivision of Tract 4 of the Bichteler Addition, recorded in Volume 95, Page 387-388, Plat Records, Travis County, Texas; and

WHEREAS, the City now desires to vacate 12,480 square feet out of the said Easement depicted in Exhibit "A" and described above; and

WHEREAS, such vacation is authorized by Sec. 36.01.017 of the West Lake Hills Code of Ordinances; and

WHEREAS, the City of West Lake Hills Zoning and Planning Commission voted on June 21, 2023, to recommend approval of vacating the partial Easement as depicted in Exhibit "A"; and

WHEREAS, the City of West Lake Hills City Council voted on June 28, 2023 to vacate the partial LCRA Easement as depicted in Exhibit "A"; and

NOW THEREFORE, the City Council of West Lake Hills, Travis County, Texas, does by these presents declare the 12,480 square feet out of the LCRA Easement as depicted in Exhibit "A" and recorded in Volume 95, Page 387-388, Lot 3, Amended Plat of the Resubdivision of Tract 4 of the Bichteler Addition, Plat Records, Travis County, Texas, to be vacated.

EXECUTED this _____ day of _____, 2023.

Linda Anthony, Mayor
City of West Lake Hills

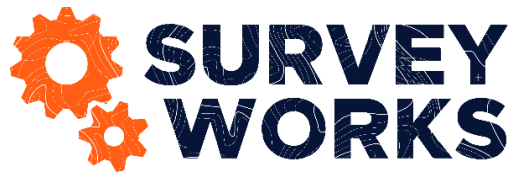
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2023, by Linda Anthony, the Mayor of the City of West Lake Hills, on behalf of the City.

Notary Public, State of Texas

Notary's Name Printed:

My commission expires: _____



DESCRIPTION OF A 0.286 ACRE TRACT OF LAND, BEING A PORTION OF LOT 3 AMENDED PLAT OF THE RESUBDIVISION OF TRACT 4, THE BICHTLER ADDITION, A SUBDIVISION IN THE CITY OF WESTLAKE HILLS, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 96, PAGE 268, PLAT RECORDS, TRAVIS COUNTY TEXAS AS CONVEYED TO MATTHEW SWIFT BENTLEY AND SALLIE ARMSTRONG BENTLEY, HUSBAND AND WIFE, IN A WARRANTY DEED WITH VENDOR'S LEIN, DOCUMENT NUMBER 2021211636, OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF AN EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 676, PAGE 298 DEED RECORDS OF TRAVIS COUNTY, TEXAS AND DEPICTED AS A ONE HUNDRED (100) FOOT WIDE L.C.R.A. EASEMENT ACROSS SAID LOT 3 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found (1/2-Inch diameter) for the northwest corner of said Lot 3, common with northeast corner of Lot 2 of said resubdivision, and being a point in a southerly line of Lot 2, Red Bud Isle Subdivision, as recorded in Volume 81, Pages 255-256, Plat Records, Travis County, Texas;

Thence, S 28°05'26" W along the west line of said Lot 3, same being the east line of Lot 2 of said resubdivision, a distance of **172.24 feet** to a calculated point, being the **POINT OF BEGINNING** of the tract described herein, from which an iron rod found (1/2-Inch diameter) for a westerly corner of said Lot 3 bears S 28°05'26" W (called S 30°12'04" W) a distance of 82.70 feet;

Thence, S 72°01'40" E over and across said Lot 3, a distance of **123.47 feet** to a calculated point on the east line of said Lot 3, same being the west line of Lot 2, Mayo Addition, as recorded in Volume 70, Page 95, Plat Records, Travis County, Texas, from which an iron rod found (1/2-Inch diameter) for a easterly corner of said Lot 3 bears N 28°27'50" E (called S 29°15'12" W) a distance of 12.02 feet;

Thence, S 28°27'50" W along the east line of said Lot 3, same being the west line of said Lot 2, Mayo Addition, a distance of **56.32'** to an iron rod found (1/2-Inch diameter) for the southwest corner of said Lot 2, Mayo Addition and the northwest corner of Lot 1 of said Mayo Addition, and being an easterly corner of said Lot 3;

Thence, S 28°06'07" W along the east line of said Lot 3, same being the west line of said Lot 1, Mayo Addition, a distance of **45.33'** to calculated point on the common line between said Lot 3 and said Lot 1, Mayo Addition, from which a 2-foot by 2-foot rock column found for the southeast corner of said lot 3 bears S 28°06'07" W (called S 30°12'04" W) a distance of 177.26 feet;

Thence, N 72°01'40" W over and across said Lot 3, a distance of **135.90 feet** to a calculated point on the west line of said Lot 3, same being the east line of Lot 2 of said resubdivision, from which an iron rod found (1/2-Inch diameter) for a westerly corner of said Lot 3 and an easterly corner of Lot 2 of said resubdivision bears S 58°55'00" W (called N 61°00'26" E) a distance of 26.14 feet;

Thence, N 58°55'00" E along the west line of said Lot 3, same being the east line of Lot 2 of said resubdivision a distance of **24.61'** to an iron rod found (1/2-Inch diameter) being a westerly corner of said Lot 3, and an easterly corner of Lot 2 of said resubdivision;

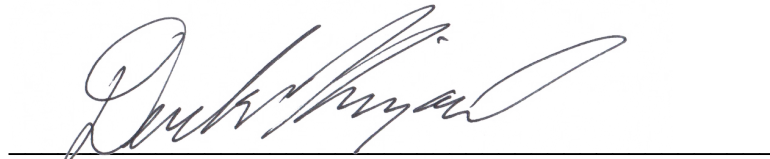
Thence, N 28°05'26" E along the west line of said Lot 3, common with the east line of Lot 2 of said resubdivision a distance of **82.70'** to the **POINT OF BEGINNING**, in all containing 0.286 acres of land, more or less.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on
July 13th, 2022



Derek Kinsaul
Registered Professional Land Surveyor No. 6356

Project #22-0121.01
City Map Grid ME25
TCAD: 0117190336



EXHIBIT "A"

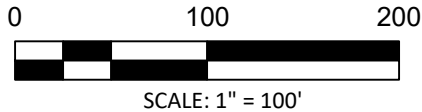
EASEMENT RELEASE

(MAP TO ACCOMPANY FIELD NOTES)

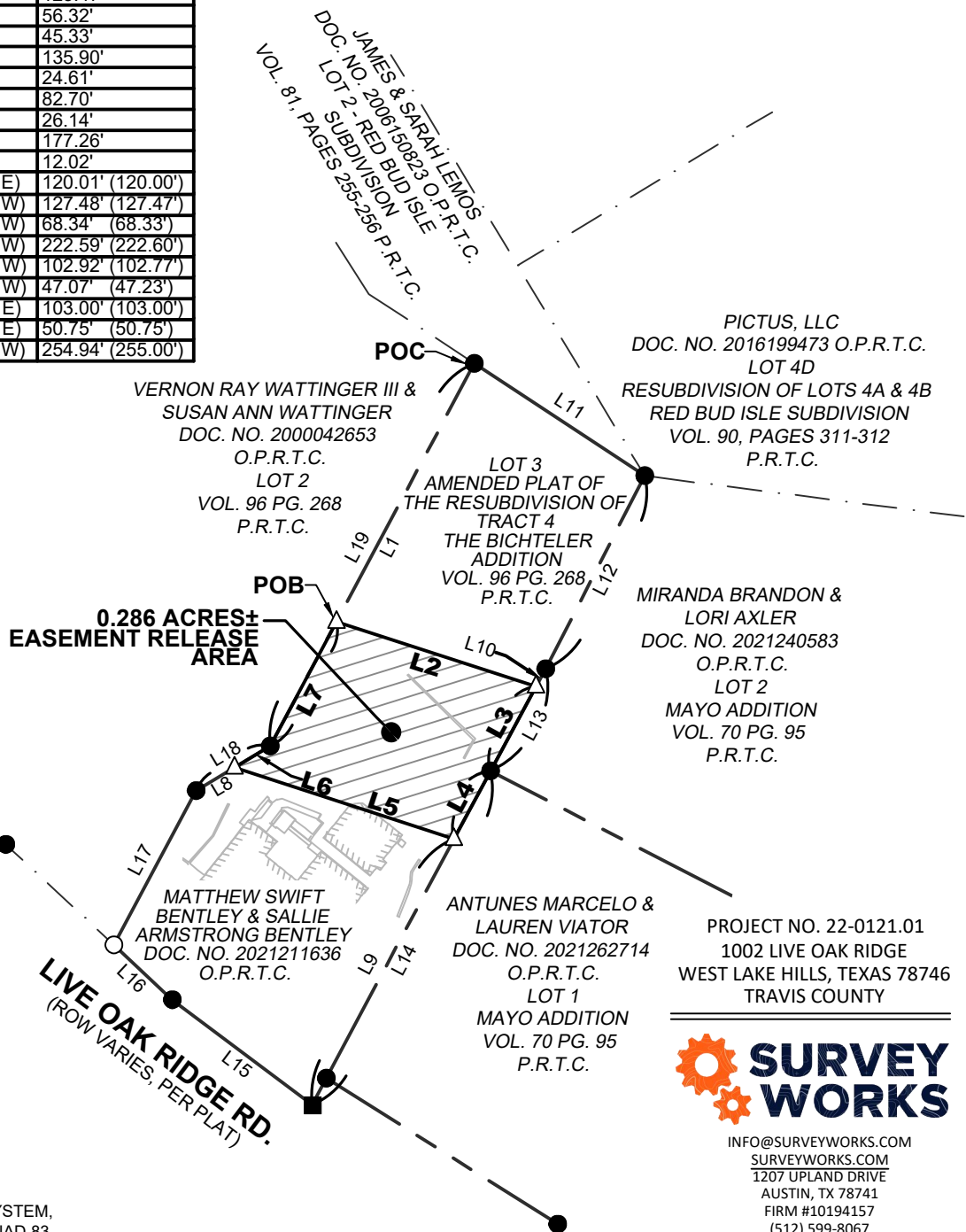
LEGEND

- 1/2" IRON ROD SET
WITH PINK CAP STAMPED
"SURVEY WORKS"
- 1/2" IRON ROD FOUND
(UNLESS NOTED)

- O.P.R.T.C. OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY
- P.R.T.C. PLAT RECORDS
TRAVIS COUNTY
- VOL. PG. VOLUME AND PAGE
- () RECORD INFORMATION
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- S.F. SQUARE FEET



LINE	BEARING	DISTANCE
L1	S 28°05'26" W	172.24'
L2	S 72°01'40" E	123.47'
L3	S 28°27'50" W	56.32'
L4	S 28°06'07" W	45.33'
L5	N 72°01'40" W	135.90'
L6	N 58°55'00" E	24.61'
L7	N 28°05'26" E	82.70'
L8	S 58°55'00" W	26.14'
L9	S 28°06'07" W	177.26'
L10	N 28°27'50" E	12.02'
L11	S 56°37'01" E (S 54°28'32" E)	120.01' (120.00')
L12	S 27°07'50" W (S 29°15'12" W)	127.48' (127.47')
L13	S 28°27'50" W (S 30°31'08" W)	68.34' (68.33')
L14	S 28°06'07" W (S 30°12'04" W)	222.59' (222.60')
L15	N 53°04'00" W (N 50°55'00" W)	102.92' (102.77')
L16	N 47°00'00" W (N 45°01'02" W)	47.07' (47.23')
L17	N 28°06'37" E (N 30°12'04" E)	103.00' (103.00')
L18	N 58°55'00" E (N 61°00'26" E)	50.75' (50.75')
L19	N 28°05'26" E (S 30°12'04" W)	254.94' (255.00')



DATUM & BEARING BASIS

TEXAS STATE PLANE COORDINATE SYSTEM,
GRID NORTH, CENTRAL ZONE (4203), NAD 83.
ELEVATION DATA NAVD 88, GEOID 12B.
DISTANCES IN US SURVEY FEET (GRID).



INFO@SURVEYWORKS.COM
SURVEYWORKS.COM
1207 UPLAND DRIVE
AUSTIN, TX 78741
FIRM #10194157
(512) 599-8067

SHEET
3 of 3

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, June 21, 2023 at 6:30 PM

1. Call to Order. Chairman Robert Meisel.

With a quorum present, Chairman Robert Meisel called the meeting to order at 6:30 p.m.

ZAPCO MEMBERS PRESENT:

**Chairman Robert Meisel
Vice-Chairman Jim Pledger
Laurie Maccini
Karen Bartoletti
Julia Webber
Patrick Stewart**

CITY STAFF PRESENT:

**Director of BDS Jennifer Bills
ZAPCO Secretary Mark Littrell
Asst. City Attorney Nicole Warren**

Chairman Meisel changes the order of Agenda Items taking Item 5 and Item 6 together relating to 301 Yaupon Valley Road.

2. Consent Agenda The following items are considered to be self-explanatory by the Commission and will be enacted with one motion. There will be no separate discussion of these item/s unless a Commission Member or citizen so requests.

- Approval of the May 17, 2023 Zoning and Planning Commission Meeting Minutes

Chairman Meisel: Please note in the minutes that ZAPCO recommends Denial or Approval. We don't approve or deny anything.

Motion for Approval made by Vice-Chairman Pledger with a Second by Commissioner Stewart.

Motion for Approval carried unanimously by a vote of 5 ayes to 0 nays.

3. Land Use 434 Brady Lane - Discuss and make a recommendation on proposed variances for the removal of two (2) trees with trunk diameters of 14 inches or greater, a double trunk 14"/19" live oak and an 18" live oak (Section 22.03.304 of the West Lake Hills Code).
Applicant: Monte Janssen, J5 Homes, LLC.

- Tree # 323 - Double trunk 14"/19" Live Oak; and
- Tree # 325 - 18" Live Oak.

Staff Briefing

Director Bills gives the Staff Report.

Staff Recommendation: Denial due to the fact it is design driver. You could build a smaller house on the footprint.

Commissioner Maccini: Were there more plans submitted?

Director Bills: This is all that was submitted with the variance. They have submitted plans that have had one round of reviews but they haven't been approved yet.

Commissioner Webber: I wanted to clarify what the zoning rules if they wanted to keep the existing house could they remodel and keep the existing footprint?

Director: So if they wanted to remodel the existing house and not change the existing footprint they can do that. If they want to add on they could keep the existing footprints as long as the addition meets the current setbacks.

Commissioner Maccini: The new home is at what percentage?

Director Bills: It's around 35%. New plans have been submitted but not approved.

Commissioner Maccini: It's higher because it's a smaller lot.

Chairman Meisel: They are increasing the house by 50%.

Presentation by Applicant

Monte Janssen is the owner. The two trees are by the deck. Based on the setbacks, we don't have room. The current house does not meet code. (Pictures are passed out at the dais). A new project is impossible with these trees.

Public Hearing

Mary Williams lives at 3 Sugar Creek. (Pictures were added to slide show). I'm concerned about the slope. Those are large trees. If they are removed we would see the house. These houses have been here since the 60's. We built within the footprint for our home. They provide privacy.

Chairman Meisel closes the Public Hearing and reconvenes the meeting.

Discussion/Recommendation

Commissioner Stewart: Has there been an arborist assessment?

Monte: I don't have anything.

Commissioner Webber: Was the existing home a AD Stanger?

Monte: Yes. We will plant for privacy.

Commissiioner Webber: The new trees, they aren't listed.

Director Bills: Tree replacement is required.

Commissioner Webber: They are large and you taking out 9 trees, replacement is not going to be easy. I'm curious about the new planting. Additional drawings would be helpful.

Commissioner Maccini: Design driven is my concern. There are more creative ways to build.

Motion for Recommend Denial made by Commissioner Webber with a Second by Vice-Chairman Pledger.

Motion for Recommend Denial carried unanimously by a vote of 5 ayes to 0 nays.

4. Land Use 1002 Live Oak Ridge Road - Discuss and make a recommendation on a release of easement for a 100-foot LCRA easement on a recorded plat (Section 36.01.017 of the West Lake Hills Code). Applicant Matthew Bentley and Sallie Bentley

Staff Briefing

Director Bills gives the Staff Report.

Staff Recommendation: Approval.

Commissioner Stewart: Any plans for building?

Director Bills: A pool.

Presentation by Applicant

Matthew and Susan Bentley are the owners since 2021. This is our forever home. We will be putting in a pool. There is no way that LCRA will come back and ask for the easement. We love our neighbors.

Public Hearing

Chairman Meisel closes the Public Hearing and reconvenes the meeting.

Discussion/Recommendation

Commissioner Maccini: No future variances for a pool?

Matthew: No.

Motion for Recommended Approval made by Vice-Chairman Pledger with a Second by Commissioner Bartoletti.

Motion for Recommended Approval carried unanimously by a vote of 5 ayes to 0 nays.

5. Land Use 301 Yaupon Valley Road - Discuss and make a recommendation on proposed variances for the removal of two (2) trees with trunk diameters of 14 inches or greater, a double trunk 6"/14" ash juniper and an 18" ash juniper (Section 22.03.304 of the West Lake Hills Code). Applicant Mark Hawkins.
- Tree #29 - 18 inch ash juniper
 - Tree #33/34 - 6"/14" ash juniper

Staff Briefing

Director Jennifer Bills gives the staff report on both items.

Staff Recommendation on Step 5 - Approval.

Staff Recommendation on Step 6 - Approval.

Commissioner Webber: The 8' retaining wall, is that measured above the planting bed or from the base of the planting bed?

Director Bills: From the base.

Presentation by Applicant

Mark Hawkins and his wife Laura are the property owners since December 2, 2021.

My dear neighbor Kay is here. She's been here for more than 35 years. I have David Kettler as a representative; we have Davin Fillpot who is helping us. Since we've moved in we have inherited some non-conforming conditions from the previous home builder. We are trying to remedy the situation. We have a significant sub-surface drainage issue that effects the neighbors across the street. The ice storm was a concern because of standing water and ice. The neighbors are supportive because the water could impact them in the long term. We're trying to do the right thing.

Public Hearing

Kay Abikhaled lives at 297 Yaupon Valley which is next door to Mark and Laura.

They have been next door for a year and I can say I'm so blessed to have such wonderful neighbors and I am here to give moral support.

Davin Fillpot lives at 404 Redbud Trail and I'm here to assist the Hawkins family and answer any questions related to the application. They are here to mediate and rectify the non-conforming conditions. Fixing those conditions are triggering those variances. I'm here to help answer any questions.

Chairman Meisel closes the Public Hearing and reconvenes the meeting.

Discussion/Recommendation

Chairman Meisel: Is there a building permit in the works?

Mark: Correcting drainage.

Commissioner Webber: The graphics are very helpful.

Chairman Meisel: The water and ice can be a real hazard.

Commissioner Maccini: When replacing the trees, there is a variety. No ligustrums. I really appreciate your being pro-active.

Motion for Recommended Approval made by Commissioner Maccini on both Item 5 and Item 6 with a Second by Commissioner Webber.

Motion for Recommended Approval carried unanimously by a vote of 5 ayes to 0 nays.

6. **Land Use 301 Yaupon Valley Road** - Discuss and make a recommendation on proposed variances for the height of a retaining wall in the front setback greater than 18" (Section 22.03.170 f) and a retaining wall exceeding six (6) feet in height above natural grade (Section 22.03.170 g), to allow a not to exceed 8 foot and 2.5-foot-tall retaining walls within the front yard setback. Applicant: Mark Hawkins
ITEM 6 WAS ADDRESSED WITH THE PREVIOUS ITEM.

7. Adjournment. Chairman Robert Meisel.
Chairman Meisel adjourns the meeting at 7:20 p.m.

Respectfully submitted,

ROBERT MEISEL, CHAIRMAN

ATTEST:

ZAPCO Secretary Mark Litrell

These minutes were approved on _____, 2020.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	June 28, 2023	Item Number:	
Department:	Administration		
Prepared By:	Trey Fletcher	Cost / Budget:	\$250
	Resolution		
	Dark Sky Application		
Exhibits:	Process	Source of Funds:	Proposed FY 24

Subject

Discuss and consider action on a resolution declaring the City's intent to seek certification from the International Dark Sky Association and to regulate outdoor lighting in accordance with the requirements of the Association.

Recommendation

Approve the Resolution as presented.

Discussion

As noted in the attached resolution, [Section 3000.002 of the Texas Government Code](#) prohibits cities from regulating building materials, architectural process, and outdoor lighting in a manner that is more stringent than building codes. The statute does provide an exception that allows cities to regulate outdoor lighting that is adopted for the purpose of reducing light pollution if the city becomes dark sky certified by the International Dark Association.

[Article 24.03.001](#) of the West Lake Hills Code of Ordinances relates to Outdoor Lighting and establishes standards to preserve the city as “a unique and pleasant place to live” based on “its very special quality [that] is derived from its rugged terrain, beautiful views, dense foliage, unspoiled creeks, wildlife, large areas of low population density, and dark skies. The primary purpose of this article is to preserve and protect the safe and appropriate nighttime use and enjoyment of all properties in the community of West Lake Hills by establishing and enforcing reasonable and consistent outdoor lighting standards. This will be accomplished by ensuring that outdoor lighting be designed, installed, and maintained to reduce glare and light trespass, thereby minimizing the adverse effects of artificial light on residents, vehicle operators, and pedestrians; to conserve energy and resources; and to prevent the degradation of the nighttime visual environment. The standards of this article are intended to protect the general welfare by allowing sufficient (but not excessive) lighting for walkways, driveways, building entrances, loading areas, and common areas; to minimize the adverse effects of inappropriate lighting; and to provide for the safety and security of people and property in the city, particularly at points of ingress and egress.

Adoption of this resolution conforms to the statute allowing West Lake Hills to continue enforce lighting requirements stating the entity's intent to become certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program and does not regulate outdoor lighting in a

manner that is more restrictive than the prohibitions or limitations required to become certified as a Dark Sky Community.

The Dark Sky certification process can take 1-3 years and is initiated by a non-refundable \$250 pre-application fee.

RESOLUTION NO. 2023-06-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS DECLARING ITS INTENT TO SEEK CERTIFICATION FROM THE INTERNATIONAL DARK SKY ASSOCIATION (THE “ASSOCIATION”) AND TO REGULATE OUTDOOR LIGHTING IN ACCORDANCE WITH THE REQUIREMENTS OF THE ASSOCIATION AS REQUIRED BY SECTION 3000.002 OF THE TEXAS GOVERNMENT CODE AND DIRECTING CITY STAFF TO SEEK CERTIFICATION FROM SAME AND AUTHORIZING STAFF TO COMMENCE ENFORCEMENT OF THE CITY’S LIGHTING REGULATIONS INSOFAR AS SUCH ENFORCEMENT IS CONSISTENT WITH SECTION 3000.002 OF THE TEXAS GOVERNMENT CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3000.002 of the Texas Government Code prohibits cities from regulating building materials, architectural processes, and outdoor lighting in a manner that is more stringent than national building codes with only a few exceptions; and

WHEREAS, Section 3000.002 provides an exception that allows cities to regulate outdoor lighting that is adopted for the purpose of reducing light pollution if the city becomes dark sky certified by the International Dark Sky Association (the “Association”); and

WHEREAS, the City of West Lake Hills has adopted lighting regulations which are intended to reduce the effects of light trespass and pollution within the community and the City intends to become Dark Sky certified by the International Dark Sky Association in accordance with the requirements set out in Section 3000.002 of the Texas Government Code; and

WHEREAS, the City finds that the terms, conditions and regulation set forth in the City of West Lake Hills Code of Ordinances are no more stringent than is required by the Association for purposes of achieving certification;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS, THAT:

1. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as a part of this Resolution.

2. The City hereby declares its intent to be certified by the International Dark Sky Association and directs staff to submit such application, pay such fees and provide such information as the Association may require in order to obtain dark sky certification from the

Association for the City;

3. The City hereby directs staff to enforce the City's Outdoor Lighting regulation as authorized by Section 3000.002 of the Texas Government Code pending approval of dark sky certification.

4. This Resolution shall become effective immediately upon passage.

Passed, read and approved the 28th day of June, 2023.

CITY OF WEST LAKE HILLS, TEXAS

Linda Anthony, Mayor

ATTEST:

Terry Blanchard, City Secretary



INTERNATIONAL DARK-SKY ASSOCIATION

INTERNATIONAL DARK SKY PLACE (IDSP) APPLICATION PROCESS

PHASE I: INITIAL INQUIRY

Applicant reviews eligibility with IDA staff; notifies IDA of intent to pursue IDSP application

Average Timeline: 45 days*

STEP 1: The applicant reviews certification process; indicates interest in the program

>Anytime; via darksky.org

STEP 2: The applicant receives an assessment of site eligibility and IDSP category recommendation from IDA staff

>Within 30 days of initial inquiry submission; Via communication with IDSP staff

STEP 3: After eligibility is determined by IDA staff, the applicant notifies IDA of intent to pursue formal Dark Sky Place certification

>Timeline varies based on eligibility and guideline requirements; Applicant confirms intent with IDSP staff via written communication

PHASE II: FORMAL APPLICATION

With support from IDA staff, applicant actively works to meet the application requirements.

Average Timeline: 1-3 years

STEP 1: The applicant works closely with IDSP Manager to develop application in accordance with appropriate guidelines

>Anytime, ongoing; Via email with IDSP staff/manager

STEP 2: With IDSP Manager approval, the applicant submits an application for Dark Sky Places Committee (DSPC) review

>On or before submission deadline for review at the following committee meeting; Via submission to IDSP Program Manager

PHASE III: CERTIFICATION

Applicant waits while review is in process

Average Timeline: 90-150 days

STEP 1: Application is reviewed by DSPC. One of the following outcomes occur:

- >Application is approved by DSPC - application is submitted for approval by IDA Board of Directors
- >Application is approved by DSPC with conditions - application is revised, applicant may resubmit anytime for re-review by DSPC
- >Application is rejected - updated application may be eligible for submission at future deadline

STEP 2: DSPC submits recommendations to IDA Board for final approval

- >Board approves or returns the application 10 business days after DSPC approval

STEP 3: New IDSP is certified upon Board Approval

- >Announcement is coordinated with IDA staff at the applicant's discretion



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	June 28, 2023	Item Number:	
Department:	Administration		
	Trey Fletcher,		
Prepared By:	City Administrator	Cost / Budget:	See 'Discussion' section
Exhibits:		Source of Funds:	2022 GO Bonds

Subject

Discussion and update on bond items regarding Proposition A (new municipal complex) and Proposition B (street and drainage projects).

Recommendation

Receive the report and provide direction as appropriate.

Discussion

The purpose of this item is to provide the City Council with an update regarding both bond project initiatives regarding project scope and development status, schedule and budget and costs.

Prop A authorized \$13.2 million and due to land acquisition and cost escalation considerations, City Council has authorized an additional \$9.5 million in certificates of obligation. Bond pricing via competitive sale / bid opening is scheduled for July 26 and closing on August 22.

Prop B authorized \$11.8 million. Projects are fully designed, pending easement acquisitions. Submittals have been made to regulatory entities (THC for antiquities permit, TCEQ for Edwards Aquifer review and TDLR for accessibility review).



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>June 28, 2023</u>	Item Number:	<u></u>
Department:	<u>Administration</u>		
	<u>Trey Fletcher, City</u>		
Prepared By:	<u>Administrator</u>	Cost / Budget:	<u>\$1.09 million</u>
	<u>Street Maintenance List,</u>		
	<u>Nov 2022</u>		
Exhibits:	<u>Draft Pavement Report</u>	Source of Funds:	<u>Street Maintenance Fund</u>

Subject

Discuss and consider action on the pavement / Street Maintenance project prioritization.

Recommendation

Staff recommends proceeding with project development and construction for the projects identified in 2023 and 2024.

Discussion

The City retained RAS to perform a pavement management assessment earlier this year updating the 2018 assessment conducted by another firm. Since their presentation to City Council on April 26, city staff has been working with RAS and the city's new city engineering firm, Walter P Moore, to review and evaluate the new pavement findings against the city's current multiyear list of street maintenance priorities. The funding source for these projects is the [street maintenance sales tax](#) that was authorized by voters in November 2021. Reauthorization is required every four years.

The current list of prior street projects is attached. Package 3 was completed last fall.

The revised project list includes Road Runner Rd, Rocky River Rd Pavement, Wren Valley Cv Pavement, Spurlock Valley Rd Drainage/Pavement, and Cedar Park Drive Pavement. Road Runner was originally contemplated for preventative maintenance but following a recent complaint and investigation, the entire road is failing due to structure damage. Additional supporting documentation, including a five-year plan will be presented in conjunction with the agenda item.

**CITY OF WEST LAKE HILLS
MAINTENANCE LIST**



ID	Street	Description	Estimated Drainage Costs	Estimated Street Costs	Estimated Total Cost	Package/ Year	Escalation Factor	Estimated Annual Cost
*1	Yaupon Valley Rd Pavement	West Of Redbud Trl	\$ -	\$ 107,663	\$ 107,663	Package 1 Completed in 2019		\$ 280,332 (Bid Price)
2	Forest View Dr Pavement	End to City Limits	\$ -					
3	Ledgeway Dr Pavement	Entire Rd		\$ 260,729	\$ 260,729			
4	Westlake Dr Pavement (Temporary)	Buckeye Dr to Redbud Trl						
5	Ox Eye Trl Pavement	Entire Rd	\$ -					
	Yaupon Valley Rd Spring Improvements	at Double Fork Rd	\$ -	\$ -	\$ -	Package 2 Cancelled. Included w/ Bond		\$ -
*6	Harbor View Drainage and Pavement	Wild Cat Hollow to Culvert	\$ 644,375	\$ 113,800	\$ 758,175	Completed with WD10		\$ 758,175 (Bid Price)
*7	Wild Cat Hollow Pavement	Skyline Dr to End	\$ 150,000	\$ 296,175	\$ 446,175	Completed with WD10		\$ 570,575 (Bid Price)
8	Cedar Oak Drainage	Entire Rd	\$ 124,400	\$ -	\$ 124,400	Package 3 Design complete Under Construction		\$ 624,316 (Bid Price)
9	Double Fork Rd Pavement	Entire Rd	\$ -	\$ 42,300	\$ 42,300			
10	Juniper Rd Pavement (Mulberry also paved)	Redbud Trl to Mulberry Rd	\$ -	\$ 74,475	\$ 74,475			
11	Kennan Rd Pavement	Entire Rd	\$ -	\$ 155,800	\$ 155,800			
12	Old Bee Cave Rd Drainage	Entire Rd	\$ 129,750	\$ -	\$ 129,750			
13	Rocky River Rd Pavement	Entire Rd	\$ -	\$ 254,400	\$ 254,400	Year 7 (2023)	\$ 65,607.50	\$ 721,683
14	Wren Valley Cv Pavement	Entire Rd	\$ -	\$ 138,600	\$ 138,600			
15	Spurlock Valley Rd Drainage and Pavement	Entire Rd	\$ 229,025	\$ 34,050	\$ 263,075	Year 8 (2024)	\$ 14,249	\$ 370,461
16	N Peak Rd Pavement	Rollingwood Dr to Gentry Dr	\$ 56,388	\$ 249,825	\$ 306,213			
17	Pavement Condition Analysis			\$ 50,000	\$ 50,000	Year 9(2025)		\$ 454,775
18	Buckeye Trl Pavement	Spiller Rd to Westlake Dr	\$ 73,575	\$ 177,450	\$ 251,025			
19	Skyline Dr Pavement	Nob Hill Cir to Wild Cat Hollow	\$ 75,000	\$ 128,750	\$ 203,750	Year 10 (2026)		\$ 508,950
20	Terrace Mtn Cv Pavement	Entire Rd	\$ -	\$ 24,100	\$ 24,100			
21	Swiftcurrent Trl Pavement	Entire Rd	\$ -	\$ 87,400	\$ 87,400			
22	Oak Ridge Dr Pavement	Rock Creek Dr to Westbrook Dr	\$ -	\$ 22,850	\$ 22,850			
23	Washington Cutoff Pavement	Entire Rd	\$ -	\$ 30,850	\$ 30,850			
24	Calithea Rd Pavement	Entire Rd	\$ -	\$ 38,150	\$ 38,150			
25	Circle Ridge Dr Pavement	Redbud Trl to Little Bend Rd	\$ -	\$ 66,150	\$ 66,150			
26	Las Lomas Ct Pavement	Entire Rd	\$ -	\$ 39,650	\$ 39,650			
27	Spiller Ln Pavement	Entire Rd	\$ -	\$ 65,000	\$ 65,000			
28	Split Rail Trl Pavement	Westbrook Dr to Bulian Ln	\$ -	\$ 40,000	\$ 40,000			
29	Westwood Ter Pavement	Bee Cave Rd to Westbrook W	\$ -	\$ 26,450	\$ 26,450			
30	Rock Creek Dr Pavement	Oak Ridge Dr to City Limits	\$ -	\$ 39,000	\$ 39,000			
31	Crestwood Ct Pavement	Entire Rd	\$ -	\$ 29,350	\$ 29,350			
32	Nob Hill Cir Pavement	Entire Rd	\$ 75,000	\$ 146,300	\$ 221,300	Year 11 (2027)		\$ 451,200
33	Windsong Trl Pavement	Entire Rd	\$ 70,000	\$ 159,900	\$ 229,900			
34	Cedar Park Dr Pavement	Entire Rd	\$ 40,000	\$ 95,425	\$ 135,425	Year 12 (2028)		\$ 313,575
35	Bent Tree Ct Pavement	Entire Rd	\$ 10,000	\$ 39,200	\$ 49,200			
36	Sugar Creek Dr Pavement	Gentry Dr to End	\$ -	\$ 72,050	\$ 72,050			
37	Rocky Ledge Rd Pavement	Rocky River Rd to End	\$ -	\$ 56,900	\$ 56,900			
38	Circle Ridge Dr Pavement	Little Bend Rd to End	\$ -	\$ 69,450	\$ 69,450	Year 13 (2029)		\$ 375,050
39	Las Lomas Dr Pavement	Parkwood Ct to Woodview Ct	\$ 45,000	\$ 62,450	\$ 107,450			
40	Live Oak Cir Pavement	Entire Rd	\$ 65,000	\$ 133,150	\$ 198,150			

2023 Pavement Evaluation Report

City of West Lake Hills, TX

June, 2023



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1 Executive Summary

Roadway Asset Services, LLC (RAS) performed a pavement condition assessment for the City of West Lake Hills, TX to provide an accurate assessment of pavement. The pavement data collection started on October 19, 2022 and completed on October 21, 2022. This report provides the processes and procedures for pavement condition data collection and evaluation, assessment of the results, and maintenance recommendations for the City's maintained roadway network.

The pavement condition assessment included an automated mobile data collection, a Pavement Condition Index (PCI) calculated using RAS's pavement analysis tool - Technical Rating Intelligence Program (Road TRIP™), and the delivery of an ESRI file geodatabase. The assessment and conditions rating were performed in general accordance with national standards, where applicable.

The network PCI was determined following the American Society for Testing Materials (ASTM) D6433-11 "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys" to determine the PCI in combination with the International Roughness Index (IRI).

Table 1.1: City of West Lake Hills, TX PCI Ranges by Percent

Pavement Condition Index (PCI) Range	Condition Description	Total Area (Sq. Yd.)	Total Distance (Miles)	Percent of Network (by Area)
86-100	Good	94,067	7.12	23.4%
71-85	Satisfactory	164,377	12.26	40.3%
56-70	Fair	72,854	6.00	19.7%
41-55	Poor	54,718	4.37	14.4%
26-40	Very Poor	7,817	0.66	2.2%
11-25	Serious	0	0	0.0%
0-10	Failed	0	0	0.0%
Total of Rated Segments		1,731,942	84.68	100%

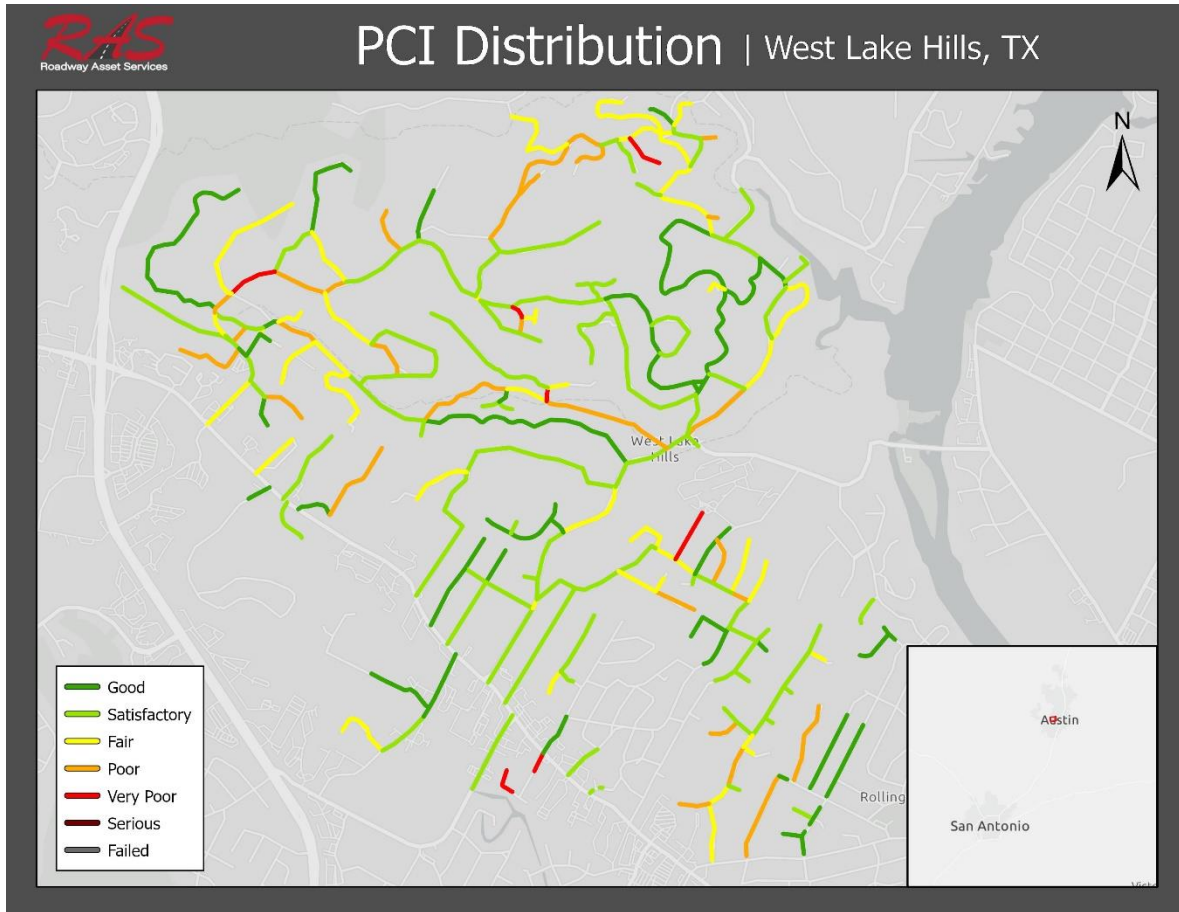


Figure 1.1 City of West Lake Hills, TX PCI Distribution

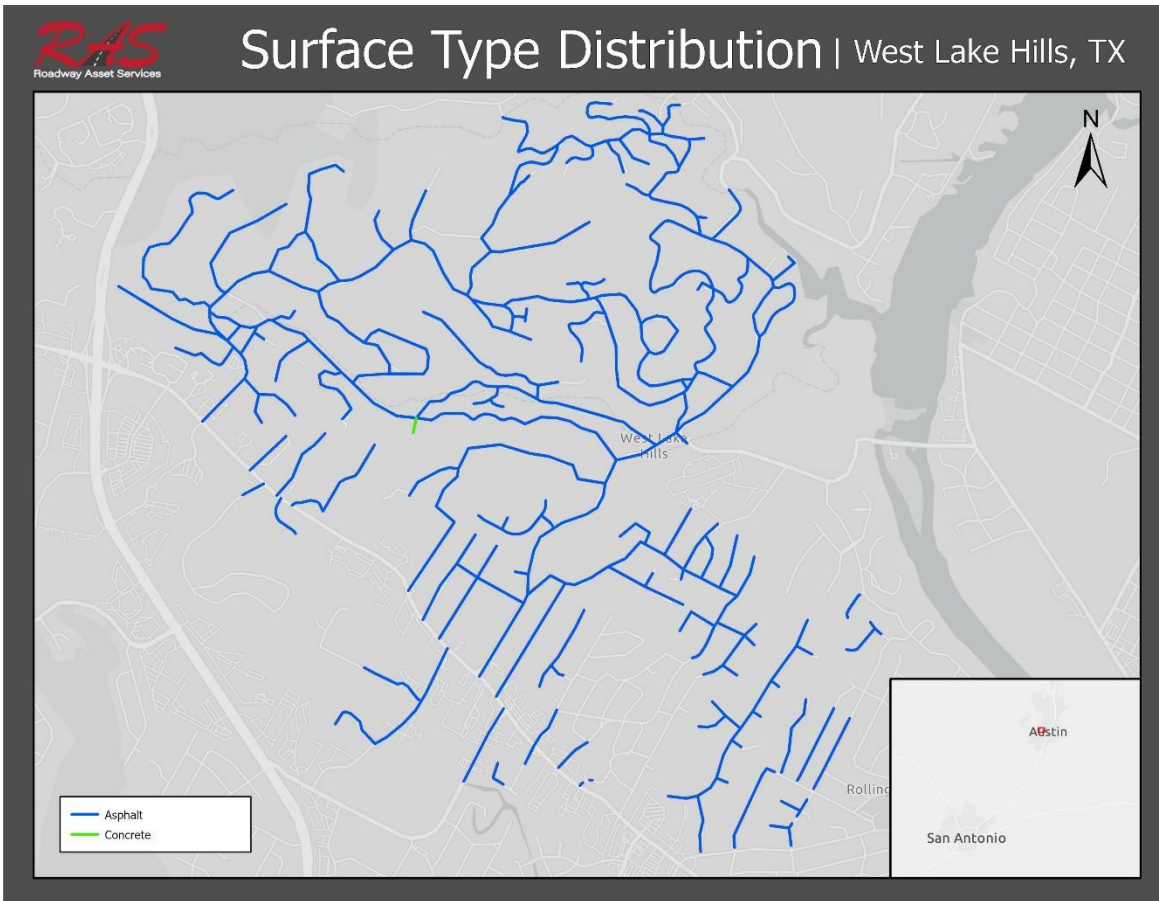


Figure 1.2: City of West Lake Hills, TX Surface Type Distribution

1.1 Condition Results

RAS's pavement analysis tool, Technical Rating Intelligence Program (Road TRIP™), was used to evaluate and classify the distresses, and calculate the PCI. The PCI is a numerical rating of the pavement condition based on the type, severity, and density of distresses observed on the pavement surface. The PCI is a measure of the overall serviceability provided by a pavement to the vehicle driver. The IRI value is normalized to provide a value between 0 and 100. At the time of this evaluation, the weighted arithmetic average PCI for all roads was **73**. Following the from Table 1.1, the network is in a **"Satisfactory"** condition.

Commonly Used Acronyms

- **AC** Asphalt Concrete
- **ASTM** American Society for Testing and Materials
- **BOSS** Budget Optimization Street Selector
- **BR** Brick
- **GR** Gravel
- **GPS** Global Positioning System
- **IRI** International Roughness Index
- **LCMS** Laser Crack Measurement System
- **OCI** Overall Condition Index
- **PCC** Portland Cement Concrete
- **PCS** POS Computer System
- **PCI** Pavement Condition Index
- **POS** Position and Orientation System
- **RAC** Roadway Asset Collection vehicle
- **RAS** Roadway Asset Services
- **Road TRIP™** Road Technical Rating Intelligence Program
- **ROW** Right-of-way
- **UNS** Unsurfaced

2 Introduction

An asphalt pavement surface begins to oxidize and deteriorate from the day it is constructed. While concrete pavements may have longer durability, they also began deteriorating after construction due to joint failure and subgrade weakening. Many factors affect the deterioration rate, such as, but not limited to, the traffic loads, climatic conditions, age, material durability, subgrade support, damage caused by poor drainage, and construction materials and techniques. These factors cause the deterioration rate to be different for every pavement section. To manage a large pavement network, “family performance” curves are developed from available data to represent the expected performance and to help determine optimal times to apply preventive and rehabilitation treatments. To develop more accurate curves, periodic evaluations and assessment of the pavement condition must be performed to gain a realistic representation of condition versus age of the pavement network.

Pavement deterioration is a non-linear process. Initial deterioration occurs at a slow rate. After approximately 40% to 50% of a pavement’s service life, a pavement segment reaches an “inflection point” after which pavement condition rapidly deteriorates. Understanding the condition and age at which this rapid drop in occurs is unbelievably valuable in determining the optimal time for maintenance (2.1). Properly understanding pavement conditions allows for cost effective preventive maintenance versus reactive maintenance at a much higher cost.

Standard industry practice is to assess a pavement network every three to five years. More frequent assessments will likely not detect significant changes in condition since most pavement segments. More than five years between assessments will likely miss critical changes and will not provide adequate data to define a deterioration curve where preventive maintenance is best applied. RAS recommends assessments every three years for networks greater than 100 miles. Local and residential streets can be delayed to every five years, because they are expected to deteriorate at a slower rate compared to arterial/collector streets. Local street deterioration is based on climatic conditions more than traffic loads. However, if funding is not separated by arterial/collector streets versus local streets, the assessments should be done in the same year to provide equivalent information for the decision process.

Here, we describe the tools, processes and procedures used to collect and analyze pavement condition data as well as provide a summary of the results obtained from calculating each segment’s PCI.

Figures 2.2 and 2.3 display the inspection breakdown and a map of the collection status of the city of West Lake Hills respectively.

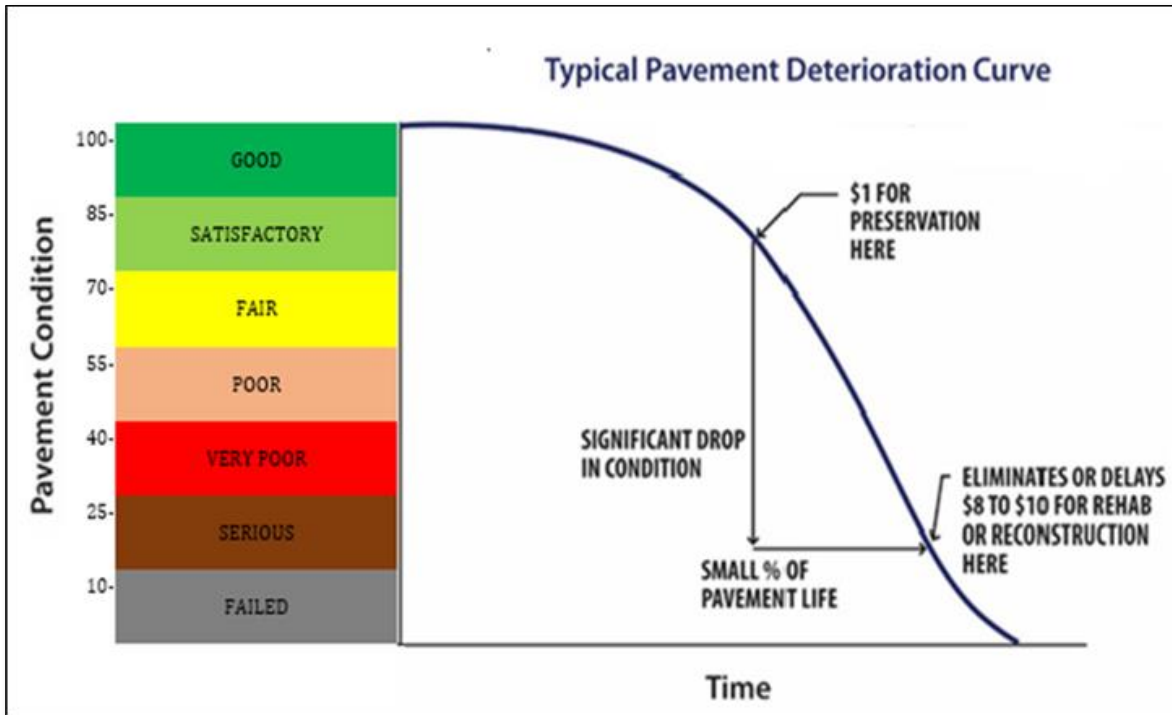


Figure 2.1: Deterioration Curve Example

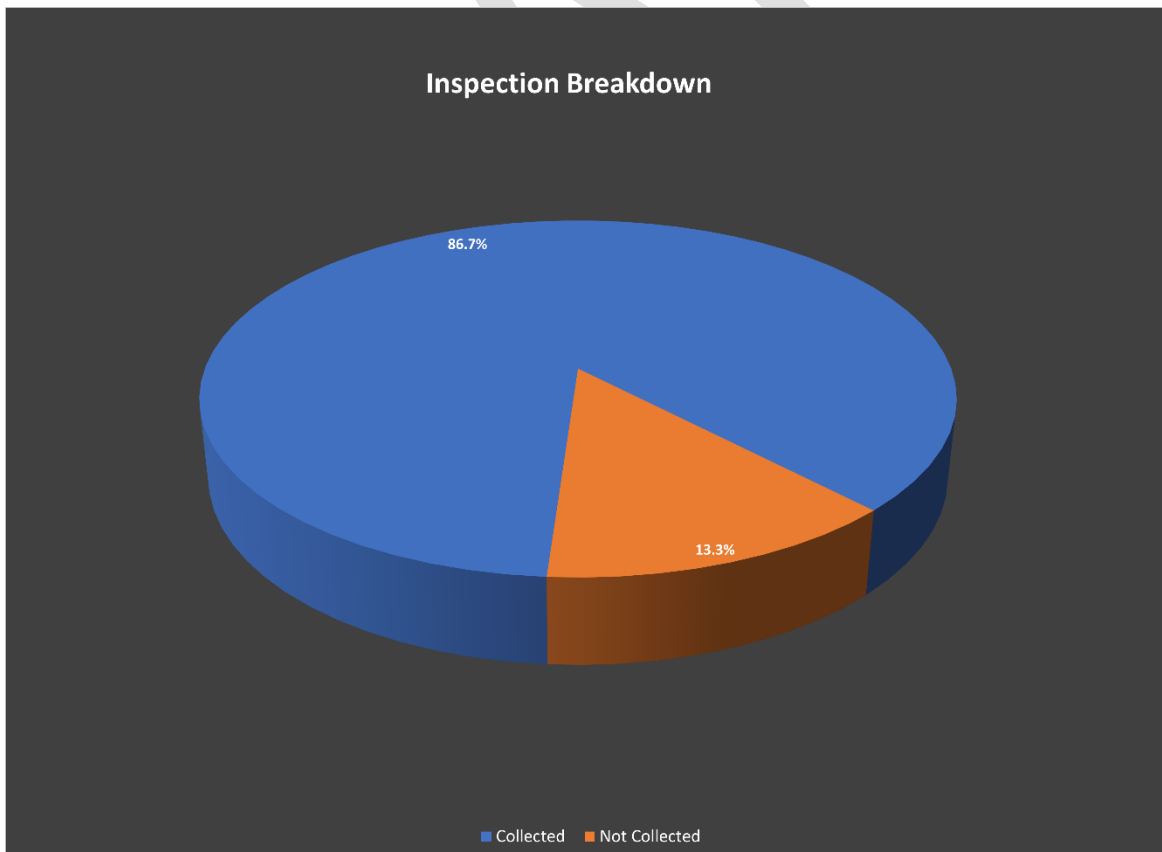


Figure 2.2: City of West Lake Hills, TX Inspection Breakdown

Table 2.1: City of West Lake Hills, TX Inspection Breakdown

Item	Description	Centerline Miles	Percent of Centerline Miles
1	Asphalt Segments with PCI	30.41	91.73%
2	Concrete Segments with PCI	0.05	0.15%
3	Segments Outside Agency Boundary	2.69	8.11%
TOTAL WITH PCI		30.46	91.89%
TOTAL WITHOUT PCI		2.69	8.11%
TOTAL		33.15	100%

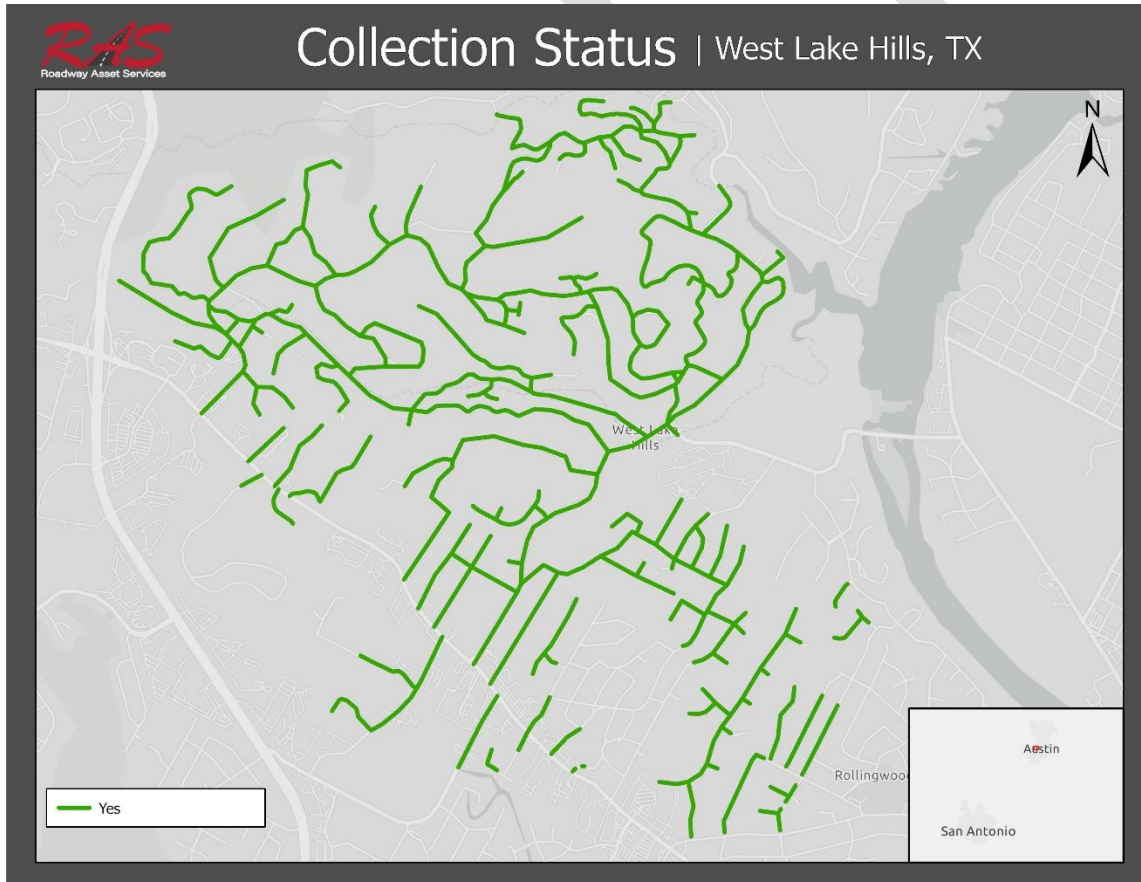


Figure 2.3: City of West Lake Hills, TX Roadway Network (Collection Status)

3 Project Scope & Methodology

The overall project scope of work contains six tasks outlined below:

1. Verify City's Street network,
2. Perform mobile image data collection,
3. Determine the Pavement Condition Index (PCI),
4. Determine International Roughness Index (IRI),
5. Budget Analysis in RAS's BOSS™ software,
6. Prepare pavement final report.

3.1 Pavement Condition Assessment

Roadway Asset Services, LLC (RAS) performed a pavement condition survey for City of West Lake Hills, TX beginning January 20, 2023 and completed on January 25, 2023, covering approximately 33.15 centerline miles of roadway. RAS used a Roadway Asset Collection (RAC) vehicle to collect street level ROW images and Laser Crack Measurement System (LCMS-2) pavement images. The collected LCMS-2 pavement images were used to identify street segment pavement distresses and severities through analysis, while the 360-degree panoramic ROW images were used to confirm pavement distresses.

Roadway networks are usually divided into three pavement surface types: asphalt (AC), Portland cement concrete (PCC), and unsurfaced (UNS). Due to the nature and scope of the project, pavement imagery and data were only collected on asphalt and concrete roads. These types of roads (AC and PCC) account for the whole network (Table 2.1, Figure 2.2).

To determine the general distress characteristics of each roadway segment, RAS utilized a RAC vehicle, which combine multiple engineered technologies to collect real-time pavement data, ROW data, and images at posted speed limits. This eliminates the need to place pavement inspection technicians in the field near vehicle traffic. A detailed listing and description of the RAC equipment is included in Section 7.0 of this report.

Mobile image collection of the City's roadway network was accomplished through coordination with the City's GIS map provided for the survey areas, as displayed in Figure 3.1. Efforts associated with mobile image collection included review of client GIS street centerline file, route planning based on GIS street centerline, and coordination of existing construction projects along the City's streets.

This project applied the ASTM D6433-11 'Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys' pavement condition analysis method on collected LCMS-2 images to determine the road segment and network PCI. The ASTM D6433-11 method covers the process of quantifying pavement conditions and identifies pavement distress types, distress extent measurements, and distress severity to determine the deduct values for each distress type. ASTM

D6433-11 outlines the method of PCI value calculation, which includes determining the deduct values, correcting for number of distresses in each survey, and calculating the PCI value by subtracting the maximum deduct value from one hundred.

The ASTM D6433-11 procedure also outlines how the road network is divided into Sections and Sample Units; first identifying the branches of the pavement with different uses, then dividing each branch into sections based on pavement design, construction history, traffic, and condition. RAS used the sections defined by Pennington County in their provided GIS database files. These sections typically can then be divided into sample units that are approximately 2,500 square feet in size. However, for this evaluation, RAS used the option to evaluate 100% of the lanes driven by the RAC vehicle. Instead of averaging the number of sample units inspected within each section, RAS provided one PCI score determined by measuring all the distresses within the driven lane to determine the PCI for each section.

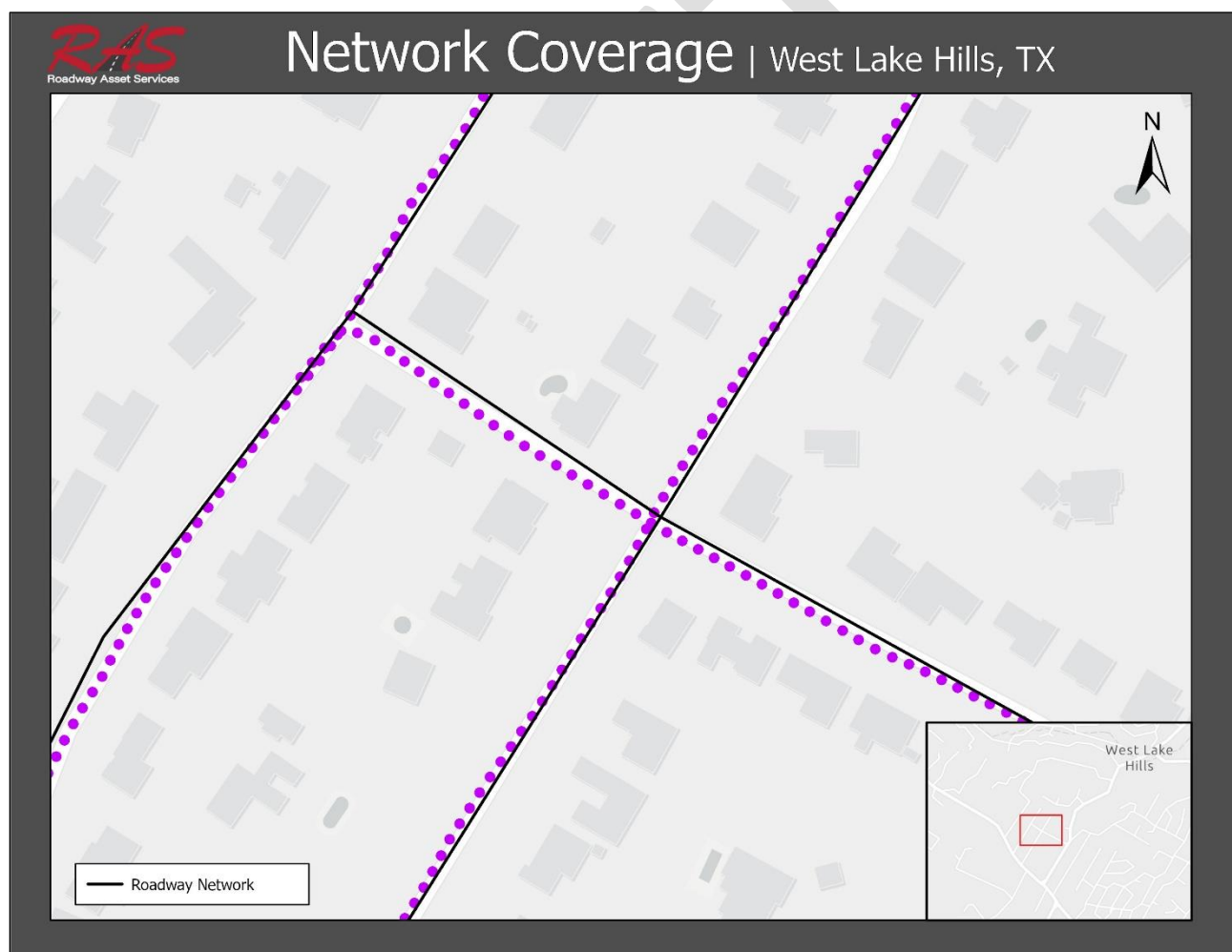


Figure 3.1: City of West Lake Hills, TX Network Coverage Map

The RAS RAC vehicle collects pavement and ROW images concurrently, approximately every 25 feet along each street segment. All pavement rating is done automatically through RAS's Technical Rating Intelligence Program (Road TRIP™) to ensure we accurately capture all the

distresses and false positives are minimized using proper sensor settings and logic engineering definitions of each distress.

International Roughness Index (IRI) and longitudinal profiles were collected using an ICC inertial profiling system in accordance with ASTM E950, AASHTO Standard M328-14, AASHTO R43-13, and AASHTO Standard R56-14. For the network collection project, RAS collected IRI data and presented the results in the final database based on the following:

- Line lasers were used in each wheel path to increase repeatability of measurements and to reduce variability due to wheel path cracking and concrete tinning.
- The ICC profiler routinely achieves 98%+ cross-correlations on certification sites, making it one of the most accurate devices available for IRI and profile measurement.
- The operation and verification of the inertial profiling system shall be expertly conducted in accordance with AASHTO Standard R57-14.

ROW images were also collected as part of this project. The RAC vehicle is configured with a Point Gray Ladybug 5+ 32MP 360-degree camera to provide a full panoramic image of the ROW, displayed in Figure 3.2. The images were captured at roughly 25-foot intervals and were post-processed using collected inertial and GPS data. This allowed for more accurate asset extraction to be completed.

The measuring of pavement width is accomplished utilizing the calibrated Ladybug imagery in conjunction with the LCMS-2 imagery and inertial GPS data. Using 360-degree view of the ladybug, RAS can accurately and repeatably measure from edge of pavement to edge of pavement for each road segment. This provides a more accurate area calculation for better budgeting and forecasting. For cul-de-sac sections an average width measurement is taken for the straight portion and the bulb. RAS can also calculate the areas of each segment independently and get a true area of the cul-de-sac section. This is one of the things that get discussed at the working session prior to data collection. The length of a road segment is determined from the GIS database provided by the County. RAS understands that the GIS is not always 100 % accurate. In these cases, after collection is complete, RAS can use the GPS trajectory of the van to determine the true beginning and ending of the road to get a more accurate length and ultimately more accurate area measurement.



Figure 3.2: Right-of-Way Image Example

3.2 Pavement Condition Index (PCI) Calculation

A pavement distress inventory consists of identifying specific pavement surface distress types that are associated with degradation of a pavement surface due to traffic loads, environmental factors, lack of maintenance and other anthropogenic or natural occurrences. The distress type is then assigned a severity rating (low/medium/high), and the extents of the distress type and severity are recorded. For this project, the pavement distress types, causes and measurements were inventoried utilizing the ASTM D6433-11 method. The inspections covered **100% of the length of a section** for the outside lane of travel.

Each street segment's PCI was calculated utilizing Road TRIP™. The calculation tool within Road TRIP™ is based on the ASTM D6433-11 method of calculating a street segment's PCI value using the observed pavement distresses and severities in the inventory database and ASTM D6433-11 deduct curves for each distress type. ASTM D6433-11 is based on a 0 to 100 rating scale where 0 represents a failed roadway condition and 100 represent an excellent roadway condition.

3.3 International Roughness Index (IRI) Calculation and Analysis

As part of this contract, IRI values were collected along the survey segments utilizing a high-speed three laser profiler. The IRI is a general measurement of the ride quality of a street section and was performed in accordance with AASHTO R 43-07 and ASTM E950. IRI indexes were obtained from measured longitudinal road profiles and were processed using a quarter-car model at 52.80-foot intervals (0.010/mi). RAS utilized a three-laser surface profiling system for evaluating the

smoothness of the pavement. The profiler uses infrared lasers and precision accelerometer to obtain accurate and precise profile measurements. The values reported provided to the County are in units of inches per mile. It should be noted that IRI indexes can “spike”, resulting in erroneous data being reported along sections of roads where slow speeds (below 35mph) are involved. At the time of collection all of the collected network has IRI values. Another cause of data spikes are abrupt stops caused by stop signs, slow going traffic, or road characteristics (gutter pans, manholes, etc...).

Categorization of IRI indexes can vary from state to state and are typically determined by the agency (e.g., City, DOT, County, etc.). For this report, the results have been based on a common category system that has been in use by a variety of agencies (Table 3.1). The values for IRI should range from 0 to 700 inches/mile. Any values above 700 inches/mile are flagged and changed to be equal to 700 in/mi as they are caused by several reasons mentioned above. The lower the IRI number, the smoother the ride and conversely, higher values indicate a rougher ride. The national standard in the United States for IRI thresholds for all road classifications range from 96 in/mi to 170 in/mi indicating “acceptable” road segments, and IRI less than 95 in/mi are considered to be “good” road segments.

Table 3.1: IRI Category Ranges by Miles

IRI Category	IRI Value (in/mile)	Normalized IRI Value	Total Distance (Centerline Miles)
Good	<154	86-100	0.19
Satisfactory	155-234	71-85	4.77
Fair	235-342	56-70	12.87
Poor	343-440	41-55	7.88
Very Poor	441-531	26-40	2.85
Serious	532-615	11-25	1.46
Failed	>616	0-10	0.44

4 Description of Distress Analysis

Fully automated distress reduction methods are used to classify and rate the distress; therefore, acceptance checks are performed by viewing the pavement images. The data collection vehicle includes software programs that overlay the distress ratings directly on the pavement image to allow viewing of the image and ratings together. Checks of distress ratings are a manual process in which samples of data are visually inspected for accuracy of the ratings. Since distress rating checks are very time-consuming, we commonly begin sampling checks before data

collection/rating is complete. Because of this overlap, there is an opportunity to promptly re-collect or resurvey any sections with data that do not meet quality criteria. Everything captured in the survey vehicle is GPS-tagged and allows for real time QC to ensure nothing is missed during data collection.

RAS post-processes the pavement and Right-of-Way (ROW) imagery from the RAC vehicle for each day of image collection. A data collection session, which is referred to as a survey, begins when the RAC crew selects “Start” in the collection software on board the RAC vehicle and ends when they select “Stop.” In a single day, we will collect multiple survey sets. With a completed day of collection, RAS pavement engineers and GIS analysts use Pavemetrics® Road Inspect Software to generate all the source data used by Road TRIP™. Every survey set is linked to a uniquely identified road segment, which is used as an identifier during the analysis of the sample area, then identification of the distress extent / severity, and ultimately the distress density for each road segment is added to the database.

Figure 4.1 shows a few of the different tool’s RAS utilizes within Road TRIP™ during the QC process. In the upper left corner, we can observe the segment ID, all the images linked to that segment, the rated distresses and exercise the option to manually add a patch area if the Road TRIP™ tool has not identified the patch. RAS utilizes Microsoft® Azure Computer Vision algorithm to identify patches. The algorithm has been specially tested and trained by RAS to produce accurate patch detection. The upper right corner displays the Ladybug images, which the user can toggle between forward, left, right, right-rear, or left-rear facing views. The lower left corner lists the distresses rated in the segment selected with the severity, quantity, density and how many points are deducted from the PCI based on the ASTM D6433-11 deduct curve values. The lower right corner displays the rutting measured by the Laser Profiler and visually displayed by the LCMS-2 3D data.

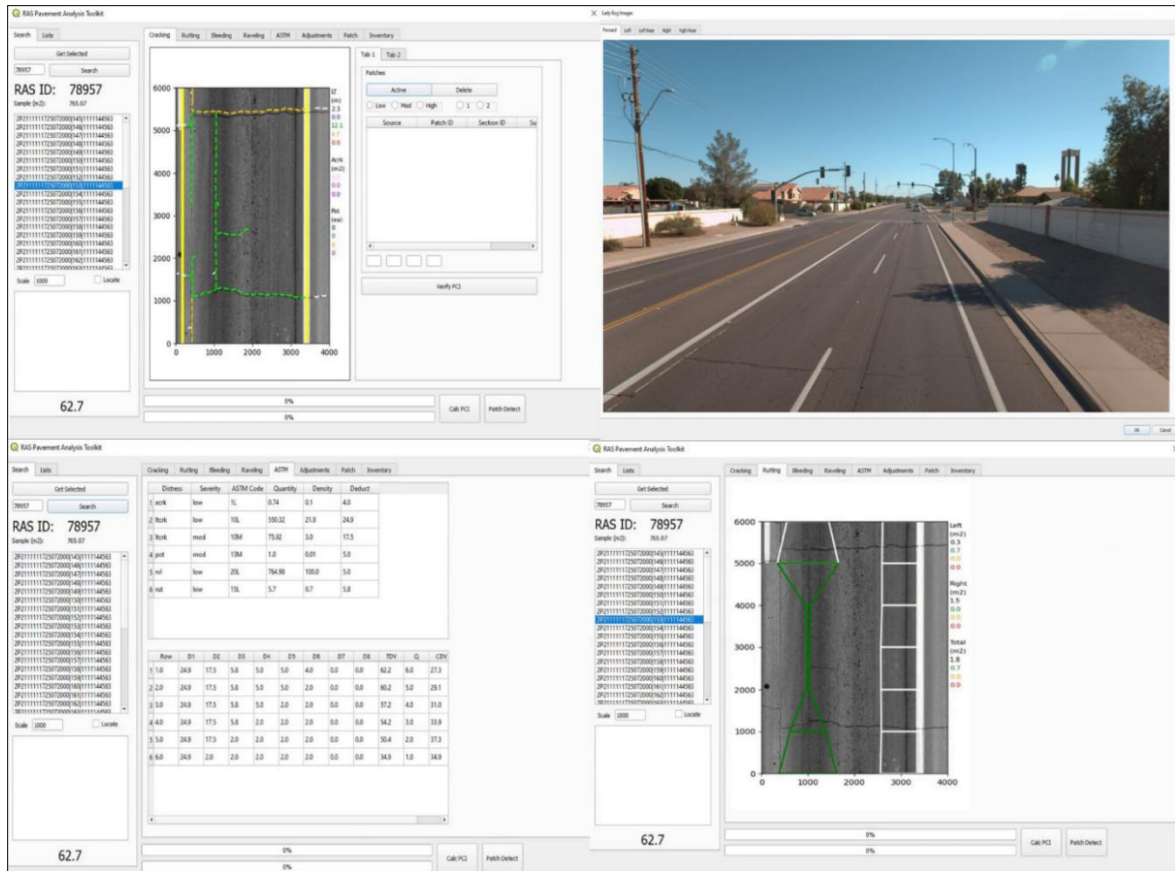


Figure 4.1: RAS Pavement Analysis Tool Example

This method of pavement distress inventory provides a quantifiable and repeatable process to the County. Each street segment, in conjunction with the pavement and ROW imagery, allows pavement engineers to review each road segment, allowing for an open quality control process that is defensible and repeatable.

Road TRIP™ uses the depth map created by the Laser Crack Measurement System (LCMS) to locate the valleys and fissures within the surface of the roadway. These valleys and fissures are then measured and rated. Figures 4.2 and 4.3 display an example of distress overlay images.

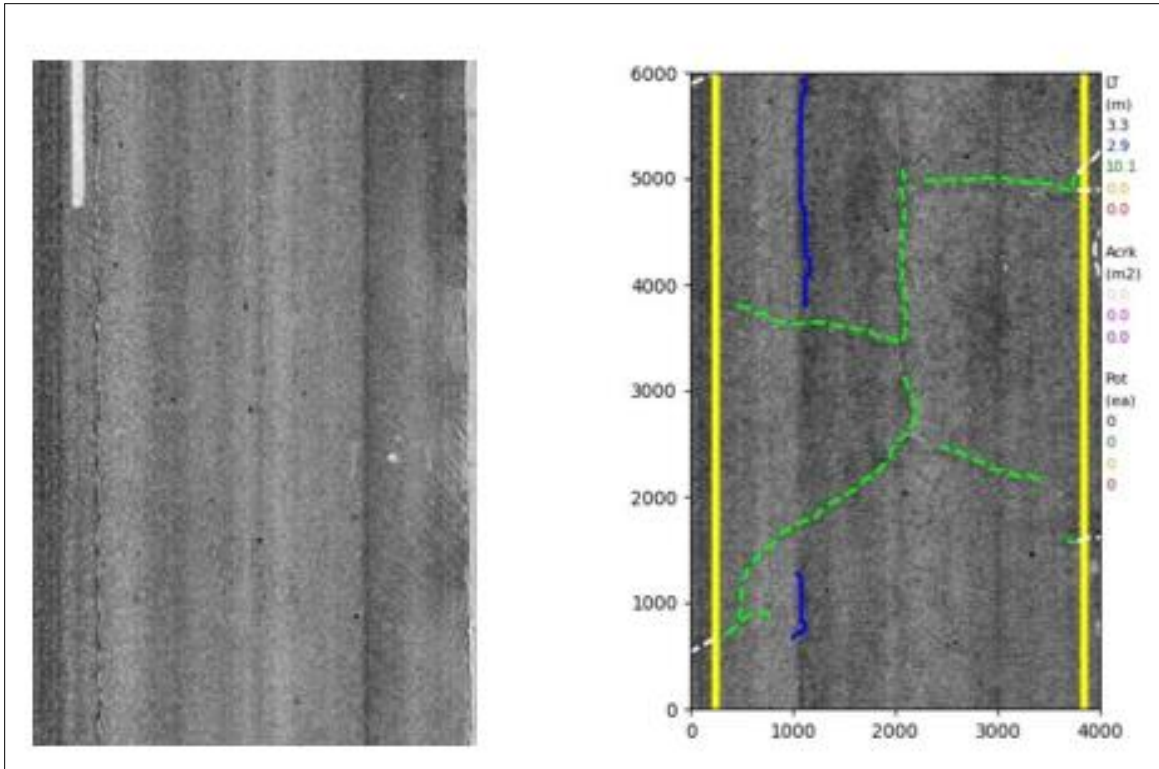


Figure 4.2: LCMS Post PCI Processing Image

The yellow line indicates the boundary of rated sample, green, yellow, and red dotted lines indicate longitudinal and transverse cracking (**LT**) of low, moderate, and high extent. The blue lines are sealed cracks detected by the LCMS and are attributed to the low severity linear crack category. The pink, magenta, and violet lines indicate areas of low, moderate, and high severity alligator cracking that has been filtered because it does not meet minimum length or width requirements. The measurements on the right side of the image are the length for longitudinal / transverse (**LT**) cracking in meters, the area in square meters for alligator cracking (**Acrk**) and the number of potholes (**Pot**) or count.

The LCMS has been setup to follow the ASTM D6433 to determine the severity of each distress. Each distress is defined by ASTM D6433, and the severity levels are presented as measurable attributes of the distress. For example, longitudinal and transverse cracks are defined by the crack width; where non-filled cracks with a width less than 3/8 inch or filled cracks of any width are considered low severity. Moderate severity is defined as non-filled cracks with a width between 3/8 inch and 3 inches. High severity is defined as cracks greater than 3 inches in width or those surrounded by moderate to high severity cracks. The overlay images provide a visual means by which to review the sensor.

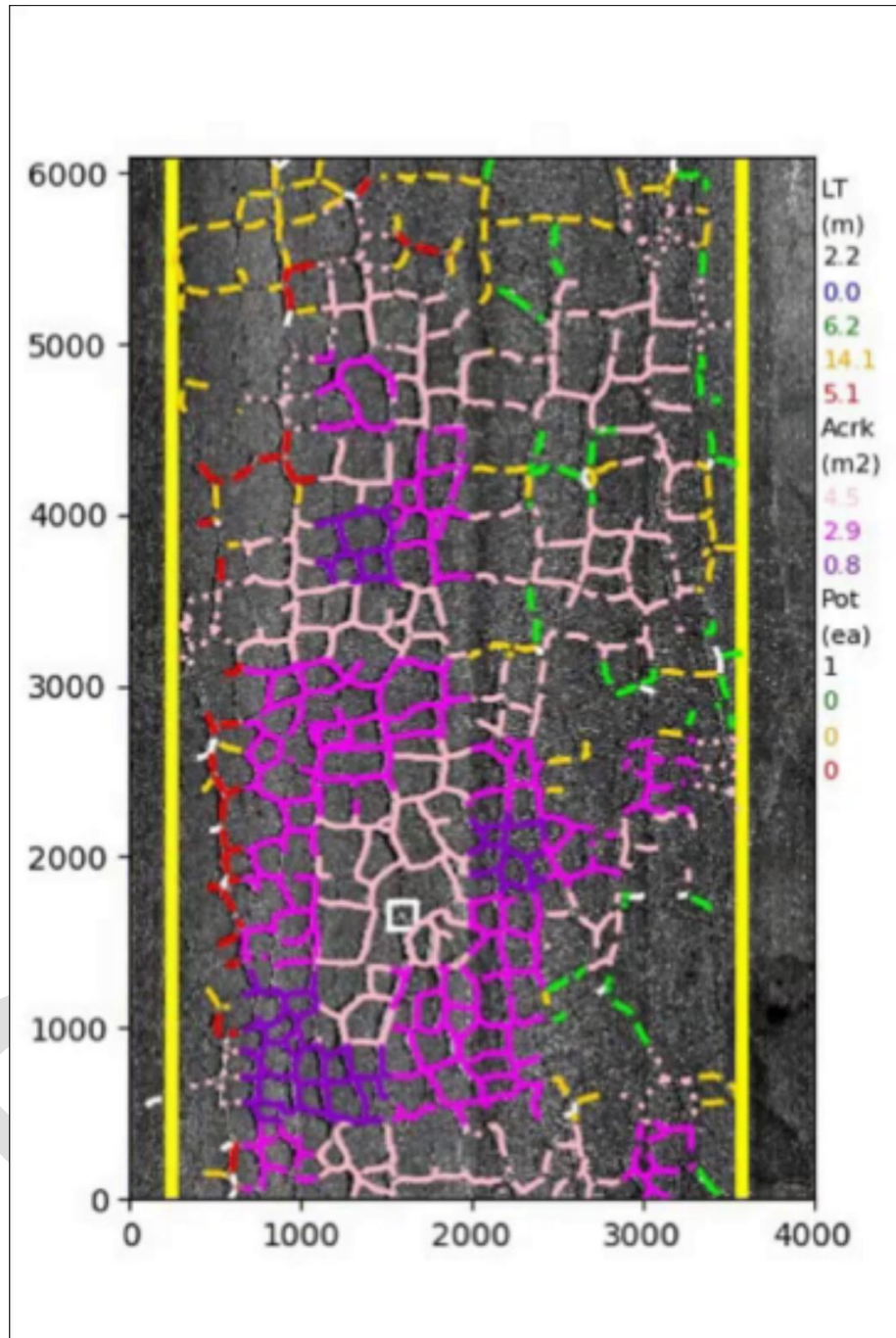


Figure 4.3: Example of Distress Overlay Images

5 Results

The overall pavement network health of the City of West Lake Hills can be assessed by reviewing Figure 5.1 in more detail. This graph illustrates the percentage of the network by area that falls into each descriptive condition category. A few areas for review are as follows:

- Shape of Distribution – the graph illustrates a distribution that is shifted to the right and peaks between a PCI of 70 to 85. This is indicative of a municipality that has an ongoing maintenance program and is actively re-investing in the roadway network using preventative measures.
- Average PCI – The City's network average PCI score is a 73 and slightly above the averages that are typically seen across the Country between a 60 to 65.
- Good Roads – Currently 23.4% of the City's roadways fall into the Good condition category, which is slightly above the average of 15%.
- Backlog – these are the roads that fall below a PCI of 40 and land in the Very Poor, Serious, and Failed condition categories. Currently less than 3% of the roadway network falls into these category, which is a healthy number. However, current status can often be deceiving as backlog can grow at an alarming rate. The funding scenarios discussed further in this report will illustrate that the City's current budget is not adequate to arrest the growth in backlog over the next 5-year period.

Table 5.1: City of West Lake Hills, TX Condition Scale

Pavement Condition Index (PCI)	Condition Description
86 – 100	GOOD
71 – 85	SATISFACTORY
56 – 70	FAIR
41 – 55	POOR
26 – 40	VERY POOR
11 – 25	SERIOUS
0 – 10	FAILED

5.1 Pavement Condition Index Results

Table 5.2: City of West Lake Hills, TX PCI Ranges by Percent

Pavement Condition Index (PCI) Range	Condition Description	Total Area (Sq. Yd.)	Total Distance (Miles)	Percent of Network (by Area)
86-100	Good	94,067	7.12	23.4%
71-85	Satisfactory	164,896	12.31	40.4%
56-70	Fair	72,854	6.00	19.7%
41-55	Poor	54,718	4.37	14.3%
26-40	Very Poor	7,817	0.66	2.2%
11-25	Serious	0	0.00	0.0%
0-10	Failed	0	0.00	0.0%
Total of Rated Segments		394,352	30.46	100.0%

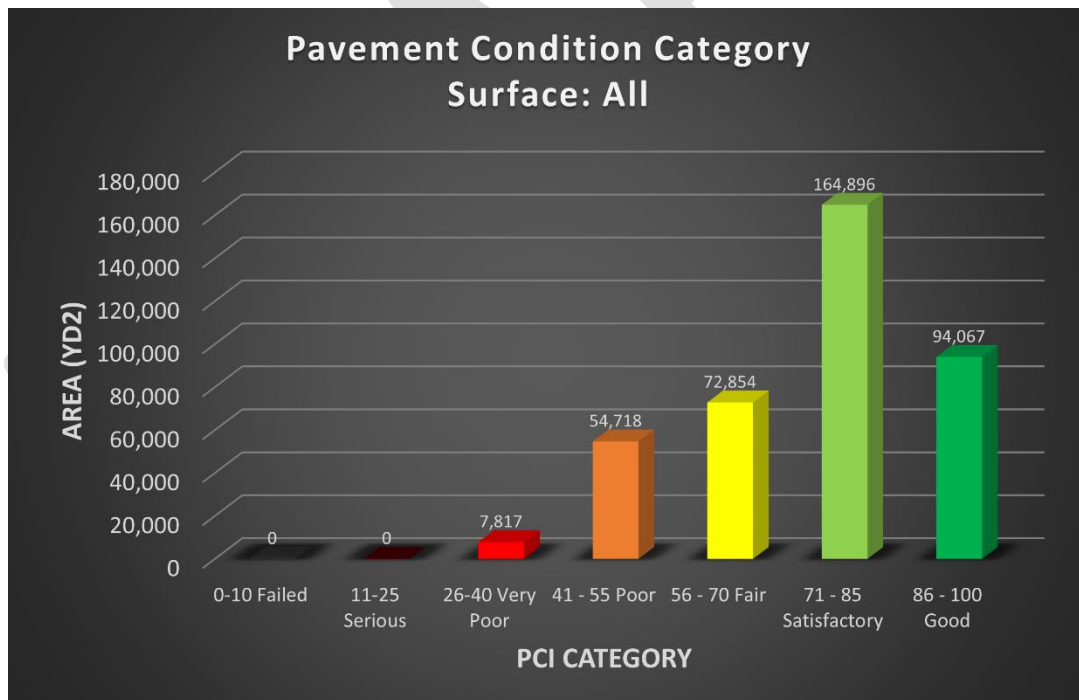


Figure 5.1: City of West Lake Hills, TX PCI Ranges by Percent of Area (ASTM)

The PCI value for each road segment can be viewed in the City's database. The average of the road segment PCI values for the collected roads within the survey areas was calculated to be **73** at the time of collection. This value indicates the roadway network is in a **'Satisfactory'** condition.

Figure 5.2 displays the Pavement Condition Index distribution throughout the City's survey area roads. Figure 5.3 displays an example zoomed-in PCI map with the actual PCI values for each roadway section.

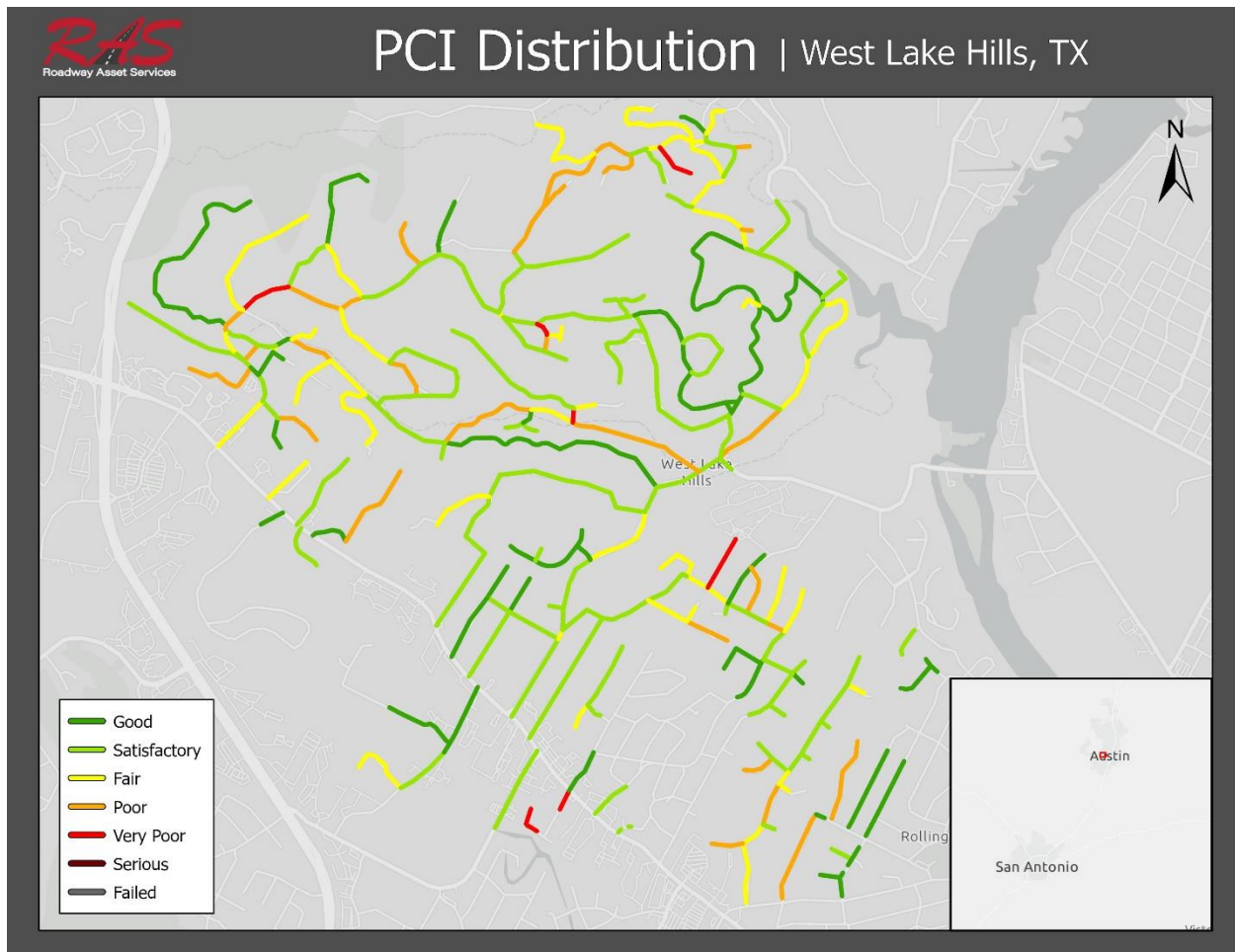


Figure 5.2: City of West Lake Hills, TX PCI Distribution Map



Figure 5.3: City of West Lake Hills, TX PCI Example Map

5.2 International Roughness Index Results

Figure 5.6 displays the International Roughness Index distribution (IRI) throughout the City's survey area roads. Figure 5.4 displays an example zoomed-in IRI map with the actual PCI values for each roadway section.

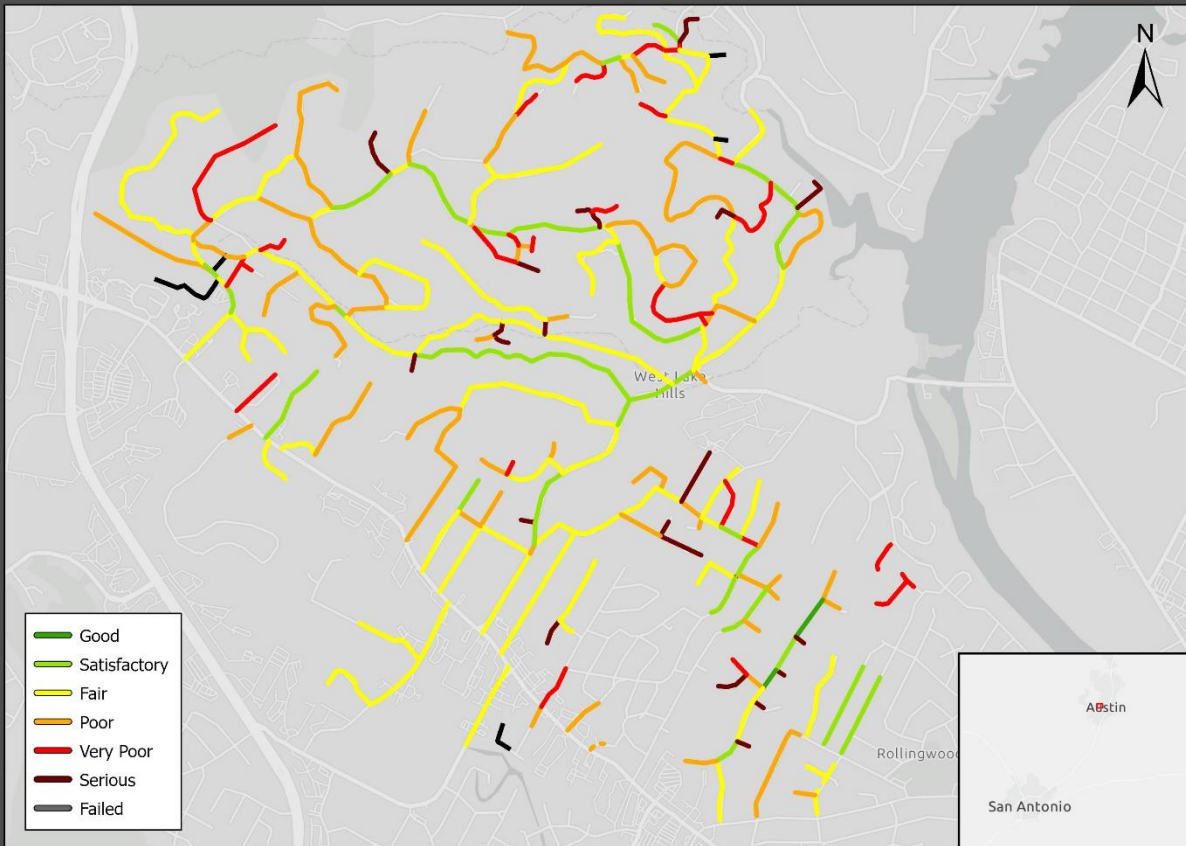


Figure 5.4: City of West Lake Hills, TX IRI Distribution Map

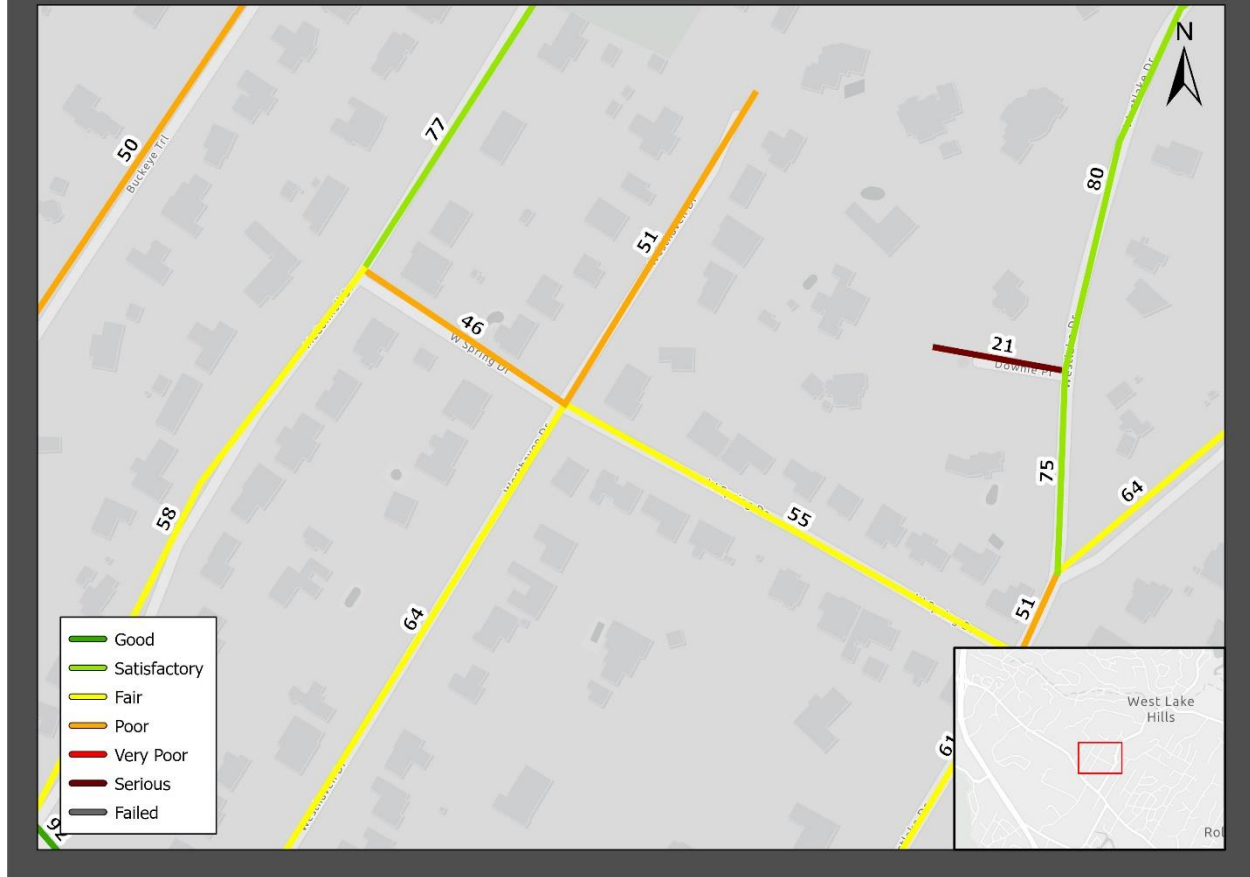


Figure 5.5: City of West Lake Hills, TX Normalized IRI Example Map

5.3 Distress Breakdown by Severity

Figures 5.6, 5.7 and Table 5.3 display the types of distresses found in the City's asphalt and concrete roads. The percentages depict the percentage of the segments within the network that contain a given distress and severity. Each distress is mutually exclusive, and the percentage doesn't represent coverage in a segment, yet only the existence of a distress in a segment. For example, 83% low alligator cracking means that 83% of the total segments in the network have some low alligator cracking. Similarly, 44% high alligator cracking means that 44% of the total segments have some high alligator cracking.

Table 5.4 shows the average density of a given distress and severity. For example, 0.82% low alligator cracking in Table 5.4 means that the average density of all segments with some low alligator cracking is 0.82%. Table 5.3 shows that 83.18% of asphalt streets contain low severity alligator cracking, but Table 5.4 shows that the average density of low alligator cracking is 0.82% thus, this distress, on average, does not cover a large area of the network as a whole. It is also important to note that not all distresses carry equal weight when calculating PCI. For example, one pothole can have more of an impact on the PCI score than 100% low weathering, so the following tables and figures should only be used to gain an understanding of the distresses present in the network.

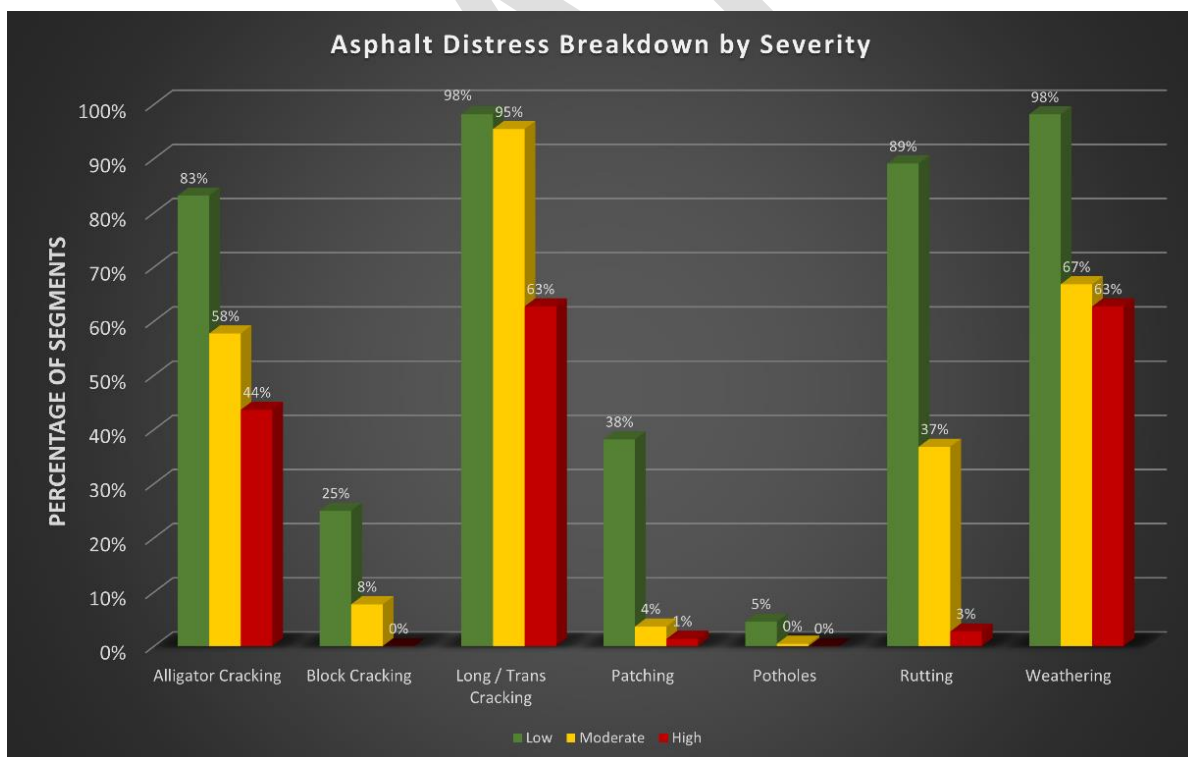


Figure 5.6: City of West Lake Hills, TX Asphalt Distress Breakdown

Table 5.3: City of West Lake Hills, TX Asphalt Distress Breakdown by Severity

Asphalt Distress Breakdown by Severity			
Type	Low	Moderate	High
Alligator Cracking	83.18%	57.73%	43.64%
Long/Trans Cracking	25.00%	7.73%	0.00%
Block Cracking	98.18%	95.45%	62.73%
Patching	38.18%	3.64%	1.36%
Pothole	4.55%	0.45%	0.00%
Rutting	89.09%	36.82%	2.73%
Weathering	88.24%	1.84%	0.43%

Table 5.4: City of West Lake Hills, TX Asphalt Distress Breakdown by Average Density

Asphalt Distress Breakdown by Density			
Type	Low	Moderate	High
Alligator Cracking	0.82%	0.36%	0.43%
Long/Trans Cracking	6.38%	4.84%	0.00%
Block Cracking	7.43%	2.18%	0.23%
Patching	2.65%	0.31%	0.17%
Pothole	0.02%	0.00%	0.00%
Rutting	0.66%	0.22%	0.15%
Weathering	99.79%	0.26%	0.41%

Figure 5.7 shows the breakdown of distresses in the concrete segment.

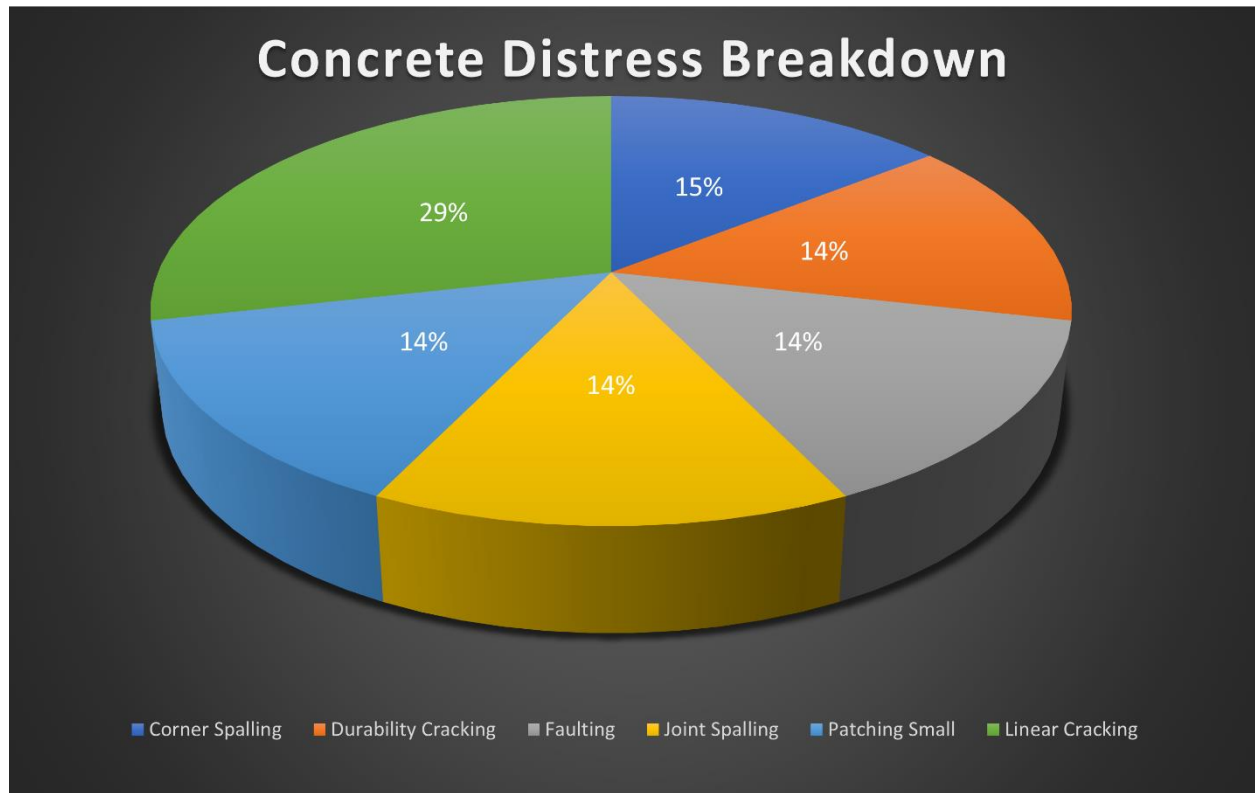


Figure 5.7: City of West Lake Hills, TX Concrete Distress Breakdown

6 Appendix I: Distress Definitions (Colorado State University)

- AC Bleeding & Pumping (ft²) represents excessive use of bituminous binder in the asphalt mix.
- AC Fatigue (Alligator) Cracking (ft²) is associated with fatigue due to traffic loading and visually looks as interconnected cracks forming small pieces ranging in size from about 1" to 6" typically in the wheel path.
- AC Block Cracking (ft²) usually intersect at nearly right angles and range from one foot to 10' or more across. The closer spacing indicates more advanced aging caused by shrinking and hardening of the asphalt over time.
- AC Edge Cracking (ft) is parallel to and usually within 1.5 feet of the outer edge of the pavement. This distress is accelerated by traffic loading and can be caused by frost-weakened base or subgrade near the edge of the pavement.
- AC/PCC Lane/Shoulder Drop-off (ft) is a difference in elevation between the pavement edge and the shoulder. This distress is caused by shoulder erosion, shoulder settlement, or by building up the roadway without adjusting the shoulder level.
- AC Linear Cracking (trans/long) (ft) typically occurs in overlays where the crack is reflected through the overlaying asphalt surface.
- AC Patching (ft²) is an area of pavement that has been replaced with new material to repair existing pavement.
- AC Potholes (count) are small, usually less than 30 inches in diameter, bowl-shaped depressions in the pavement surface. Generally, have sharp edges and vertical sides near the top of the hole.
- AC Raveling & Weathering (ft²) is loss of pavement material from the asphalt surface. Typically raveling is caused by stripping of the bituminous film from the aggregate or hardening of asphalt due to aging. Poor compaction, especially in cold weather construction, or insufficient asphalt content can also cause raveling.
- AC Slippage Cracking (ft²) are crescent or half-moon shaped cracks, usually transverse to the direction of travel. They are produced when braking or turning wheels cause the pavement to slide or deform.
- AC Rutting (ft²) is a surface depression in the wheel paths.
- PCC Corner Break (slab count) is a crack that intersects the joints. Load repetition combined with loss of support and curling stresses usually cause corner breaks.
- PCC Divided Slab (slab count) is when a slab is divided into four or more pieces due to overloading, or inadequate support.
- PCC Durability "D" Cracking (slab count) is caused by freeze-thaw expansion of the large aggregate, which gradually breaks down the concrete. Usually appears as a pattern of cracks running parallel and close to a joint or linear crack.

- PCC Joint Sealant Damage (slab count) is any condition that enables soil or rocks to accumulate in the joints or allows significant water infiltration.
- PCC Linear Cracking (trans/long) (slab count) divide the slab in two or three pieces and are usually caused by a combination of repeated traffic loading, thermal gradient curling and repeated moisture loading.
- PCC Patching, Large/Utility Cut (slab count) is an area where the original pavement has been removed and replaced by new pavement.
- PCC Patching, Small (slab count) is an area where the original pavement has been removed and replaced by filler material.
- PCC Polished Aggregate (slab count) is caused by repeated traffic applications. There are no rough or angular aggregate particles to provide good skid resistance.
- PCC Popouts (slab count) is a small piece of pavement that breaks loose from the surface due to freeze-thaw action, combined with expansive aggregates. Usually range in diameter from 1 to 4 inches and in depth from ½ to 2 inches.
- PCC Punchout (slab count) is a localized area of the slab that is broken into pieces. This distress is caused by heavy repeated loads, inadequate slab thickness, loss of foundation support or localized concrete construction deficiency.
- PCC Scaling/Map Cracking/Crazing (slab count) is a network of shallow, fine or hairline cracks that extend only through the upper surface of the concrete. Usually caused by concrete over-finishing and may lead to scaling, which is the breakdown of the slab surface to a depth of ¼ to ½ in.
- PCC Shrinkage Cracks (slab count) are hairline cracks usually less than 6 feet long and do not extend across entire slab. They are formed during the setting and curing of the concrete and do not extend through the depth of the slab.
- PCC Spalling, Corner (slab count) is the breakdown of the slab within 1.5 feet of the corner. Usually caused by traffic loading or infiltration of incompressible materials, weak concrete and/or water accumulation and freeze-thaw action.
- PCC Spalling, Joint (slab count) is the breakdown of the slab edges within 1.5 feet of the joint. Usually caused by traffic loading or infiltration of incompressible materials, weak concrete and/or water accumulation and freeze-thaw action.

7 Appendix II: Automated Data Collection Equipment

7.1 Roadway Asset Collection (RAC) Vehicle

To determine the general distress characteristics of each roadway segment, RAS utilized one of our RAC vehicles, presented in Figure 10.1, to collect street level (ROW) imagery and downward (LCMS-2) pavement imagery.

The RAC vehicle components include:

Navigation System

- **Inertial Measurement Unit (IMU):** Generates a true representation of vehicle motion in all three axes; producing continuous, accurate position and orientation information.
- **PCS:** Applanix POS/LV Computer System with DGPS (Provides accurate GPS coordinates for each subsystem) enables raw GPS data from as few as one satellite to be processed directly into the system, to compute accurate positional information in areas of intermittent, or no GPS reception.
- **GPS Receivers:** Embedded GPS receivers provide heading aiding to supplement the inertial data.
- **GPS Antennas:** Two GPS antennas generate raw observables data.
- **Sub-meter accuracy:** The system is rated to get 0.3 m accuracy in the X, Y position and 0.5 m in the Z position.

Distance Measuring Indicator (DMI)

- Computes wheel rotation information to aid vehicle positioning and collect high-resolution imagery at posted speeds.

Cameras

- Point Gray Ladybug 5+ 32MP 360 camera (Utilized for accurate ROW asset capture and extraction). This system is far superior to multiple mounted independent HD cameras others use.

Pavement Imaging System

- Second-generation Pavemetrics Laser Crack Measurement System (LCMS-2) provides 1mm resolution pavement imagery for automatic and continuous measuring of pavement cracking, texture, rutting geometrics, and other pavement distresses
- LCMS-2 camera is a laser array providing images used to evaluate data that conforms with ASTM D6433 protocols and provides a detailed array of data using two 1-millimeter resolution line scan cameras. A 1mm resolution is equivalent to over 4,000 laser points across the driven lane.
- Allows fully illuminated pavement image collection even in heavy shadow/canopy areas

Pavement Ride Quality

- An inertial profiler with line lasers (Used to capture International Roughness Index (IRI) measurements).



Figure 7.1: RAS RAC Vehicle

7.2 Quality Control/Assurance

All subsystems for the RAS vans are integrated using International Cybernetics Corporation's (ICC) collection core with tight synchronization between all data streams on the truck in real-time, referenced to both time and distance. All sensor locations are calibrated to the vehicle, together with the GPS and IMU, using 3D translations and rotations. This allows for the rapid calculation of the precise location of all sensor data. The RAC vehicle has received independent inertial profiler certification for accuracy and repeatability from the National Center for Asphalt Technology at Auburn University.

RAS RAC image collection includes a daily check of the on-board systems. This vehicle component check includes a calibration site survey of a nine-point grid in state plane coordinates (Figure 10.2). Each morning and afternoon, before and after a day's image collection, the RAC vehicle drives over the surveyed location. The RAC technician then extracts each point's location to verify the location of the point extracted was within approximately three feet of the surveyed points. RAS' QA/QC manual includes further details regarding RAC quality control procedures.



Figure 7.2: 9-Point Calibration Site Example

Calibration of the laser profiling system includes laser sensor checks and block tests to ensure the accuracy of the height sensors, accelerometer calibration “bounce tests” to verify proper functioning of the height sensors and accelerometers and distance calibration to ensure accuracy of the DMI. Calibration of the DMI and some accelerometers occurs during field testing, and each is checked and recalibrated on a regular basis.

During image collection, the RAC technician reviews the images collected on-screen as they are collected and any issue with image clarity requires the collection run to end and the image quality issue to be resolved. This provides real-time verification that the equipment is operating correctly. Once resolved, the collection run begins from the beginning for the road segment collected. The RAC technician also monitors GPS reception during collection. If GPS reception is lost measured using positional dilution of precision (PDOP), the RAC technician stops the collection and resolves the GPS reception issue. Collection begins again once the GPS reception issue is resolved. The RAC technician will check each camera’s exposure rate, image quality and GPS and IMU operation to ensure the RAC system is recording the image, GPS, DMI and IMU data and that the GPS location is within the stated project tolerance.

Each day’s image and road data collection are recorded on a RAC server. Each night, the day’s collection data is backed up to an external hard drive. The external hard drives are then mailed back to RAS’ project office where the data is placed on a production server for post-processing of images and data, quality control review and pavement distress inventory.

The QC program for pavement condition data collection typically includes random sample audits, inter-rater reproducibility and data checks for accuracy and repeatability of the results. For this

survey project random samples of the pavement condition data were selected and checked by the lead rater or QC personnel. If the pavement condition ratings did not meet quality standards, corrective action was taken, and the entire section was reviewed.

Cameras

- High-definition cameras with precision lenses allow for accurate asset extraction and videolog recording, but with lower frame rate: 15 images per second, with lower 1936x1456 color resolution.

Pavement Imaging System

- Two line-scan cameras and lasers configured to image 4m transverse road sections with 1 mm resolution (4000 pixel) at speeds that can reach 100 km/h, upgraded to the 3D imagery of the LCMS-2 camera system.

7.3 LCMS-2

Downward-facing LCMS-2 pavement imagery is collected for use in quantifying distress type, severity, and extents present on segments of road. The resolution of the imagery allows for distresses to be easily identified and measured during the analysis portion of the contract. Pavemetrics' Laser Crack Measurement System (LCMS) is a high-speed and high-resolution transverse profiling system. Capable of acquiring full 4-meter width 3D profiles of a highway lane at normal traffic speed, the system uses two laser profilers that acquire the shape of the pavement. Both the resolutions and acquisition rate of the LCMS are high enough to perform automatic cracking detection, macro-texture evaluation, rutting measurements, and much more. Custom optics and high-power pulsed laser line projectors allow the system to operate in full daylight or in nighttime conditions. Road profile data are collected onboard the inspection vehicle.

7.4 Profile

A road profile is a set of (X,Z) data points captured along the transversal axis of the road. A profile is captured each time the LCMS controller receives a trigger signal from the vehicle's odometer¹. Typically, the LCMS system can capture one road profile every few millimeters (5 mm at 100km/h). Each profile consists of up to 4160 data points. This value will be referred to later in this document as being the number of points per profile.

The longitudinal profile of the road is generated by measuring its shape along an imaginary line in the direction of travel or longitudinal axis of the road. The longitudinal profile can then be used to compute various roughness indexes such as the IRI (International Roughness Index). The following guidelines should be followed to ensure proper readings from the Roughness subsystem:

- Maintain the recommended tire pressure.
- Ensure the wheels are balanced.
- Drive at speeds between 15.5 mph and 60 mph.
- Avoid quick accelerations and decelerations and sudden changes in direction.

A road section is a set of consecutive profiles that are merged and saved in a common file. A road section can be seen as a set of 3D coordinates (X, Y, Z), where X is the coordinate along the transversal axis of the road, Y along the longitudinal axis, and Z is the depth axis, as displayed in Figure 10.3. The road section length is configurable and is set by the user before starting the acquisition. A typical road section length is between 5 to 10 meters.

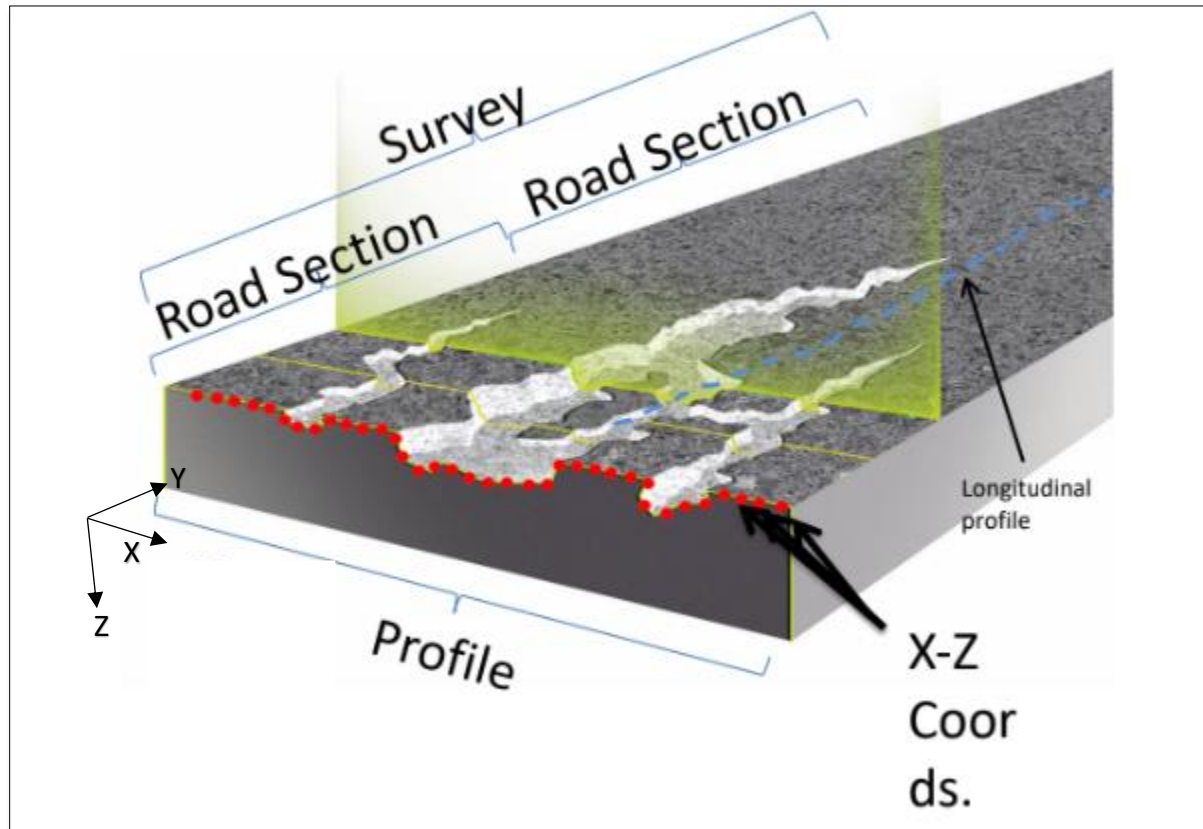


Figure 7.3: LCMS Data Definition



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>June 28, 2023</u>	Item Number:	<u></u>
Department:	<u>Administration</u>		
	<u>Trey Fletcher,</u>		
Prepared By:	<u>City Administrator</u>	Cost / Budget:	<u></u>
Exhibits:	<u>Resolution</u>	Source of Funds:	<u>2022 GO Bonds</u>

Subject

Discuss, consider and take action on Resolution No. 2023-06-02 to authorize the use of the power of eminent domain for the City of West Lake Hills to acquire a public drainage easement on the property located at 400 Yaupon Valley Rd, West Lake Hills, Texas and being the land described as Lot 12A, of Amended Plat of Lots 12 and 13, of the Yaupon Valley Subdivision, West Lake Hills, Texas, for storm water drainage control and improvement purposes, for a City public drainage improvement on Laurel Valley Rd, project extending from Westlake Drive to Yaupon Valley Rd and other public uses and providing authorization to city staff, legal counsel and their designees to institute eminent domain proceedings on behalf of the City for acquisition of drainage easements and to take such steps as necessary to obtain access to the property for surveying, appraisal and other purposes as required by state law.

Recommendation

Staff recommends taking action as appropriate to advance the projects.

Discussion

The purpose of this item is to authorize eminent domain process.

RESOLUTION NO. 2023-06-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS, FINDING AND REAFFIRMING THAT A PUBLIC NECESSITY EXISTS TO ACQUIRE A DRAINAGE EASEMENT FOR STORMWATER CONTROL, MANAGEMENT AND PUBLIC DRAINAGE IMPROVEMENT PURPOSES, TO UPGRADE AND CONSTRUCT STORM WATER CONTROL AND MANAGEMENT FACILITIES FOR THE PURPOSE OF STORMWATER COLLECTION, DRAINAGE, EMPTYING EXCESS FLOWS OF STORMWATER, DECREASING FLOODING OF PUBLIC INFRASTRUCTURE AND PRIVATE PROPERTY, CONSTRUCTION OF APPURTENANT FACILITIES AS MAY BE NECESSARY, WATER DISTRIBUTION AND OPERATION AND MAINTENANCE OF SUCH STORMWATER CONTROL AND MANAGEMENT FACILITIES AND FOR OTHER PUBLIC USES ON REAL PROPERTIES OR PORTIONS OF WHOLE TRACTS OF LAND GENERALLY DESCRIBED IN THE TRAVIS COUNTY PUBLIC RECORDS AS DEED NO. 2021025030, TRAVIS COUNTY, TEXAS AND AS IDENTIFIED AS APPRAISAL DISTRICT PROPERTY IDENTIFICATION NO. 437759, SAID PROPERTIES OWNED WHOLLY OR PARTIALLY BY JESSE LEE BARBOUR AND ERICA MILLER AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING AND REAFFIRMING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR PUBLIC DRAINAGE EASEMENTS FOR MUNICIPAL PURPOSES; PROVIDING AND REAFFIRMING AUTHORIZATION FOR THE CITY ADMINISTRATOR TO OBTAIN THE NECESSARY APPRAISAL REPORT(S), SURVEYS AND THE MAKING OF BONA FIDE OFFERS OF JUST COMPENSATION FOR THE EASEMENTS; AUTHORIZING THE CITY ADMINISTRATOR UPON COMPLETION OF SURVEYS TO SUBSTITUTE ACTUAL SURVEYS OF THE DRAINAGE EASEMENTS TO ANY DOCUMENTS THAT DESCRIBE THE REAL PROPERTY PRIOR TO SUCH SURVEYS; RATIFYING PRIOR DOCUMENTS AND ACTS MADE FOR ACQUISITION OF THE EASEMENTS; AUTHORIZING AND/OR REAFFIRMING THE AUTHORITY OF LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE EASEMENTS ON SAID TRACTS IF NEGOTIATIONS ARE UNSUCCESSFUL; AUTHORIZING AND REAFFIRMING SEEKING ALL LEGAL MEANS NECESSARY TO ENTER UPON SAID PROPERTY FOR WORK NECESSARY TO EFFECTUATE THE NEED OR ABILITY TO SEEK EMINENT DOMAIN PROCEEDINGS AND STUDIES INCIDENT THERETO;

**AUTHORIZING AND REAFFIRMING APPROPRIATION OF FUNDS
FROM A LAWFUL SOURCE; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City of West Lake Hills, Texas (“City”), by authority of Chapter 251 of the Texas Local Government Code and Chapter 21 of the Texas Property Code is authorized to initiate eminent domain proceedings to acquire drainage easements for a public purpose in order to upgrade and construct storm water control and management facilities for the purpose of stormwater collection, drainage, emptying excess flows of stormwater, decreasing flooding of public infrastructure and private property, construction of appurtenant facilities as may be necessary, water distribution and operation and maintenance of such stormwater control and management facilities and for other public uses on real properties;

WHEREAS, the City Council of the City of West Lake Hills (“City Council”) has investigated and determined that there is a public necessity for the acquisition, by eminent domain, of drainage easements (“Easements”) on the following tract(s) of land:

GENERALLY DESCRIBED IN THE TRAVIS COUNTY REAL PROPERTY
RECORDS AT DEED NO. 2021025030, TRAVIS COUNTY APPRAISAL
DISTRICT PROPERTY IDENTIFICATION NO. 437759, SAID PROPERTIES
OWNED BY JESSE LEE BARBOUR AND ERICA MILLER.

And more specifically identified in Exhibit “A”, attached hereto and incorporated herein for all purposes (“Property”). It is the City’s intent to acquire the necessary drainage easements on the Property for the purpose of, among other municipal purposes, stormwater collection, drainage, emptying excess flows of stormwater, decreasing flooding of public infrastructure and private property, construction of appurtenant facilities as may be necessary, water distribution and operation and maintenance of such stormwater control and management facilities and other public uses; and

WHEREAS, the City Council has investigated and determined that the taking of said real property is necessary for public use; and

WHEREAS, this Resolution affirms, re-affirms and ratifies, if necessary, the public necessity, public use, and acquisitions expressly authorized by prior action by City Council and hereby affirms, re-affirms and ratifies, if necessary, the filing of eminent domain proceedings against the owner of the identified Property; and

WHEREAS, this Resolution shall be cumulative of all other resolutions of the City of West Lake Hills and shall not repeal any of the provisions of such resolutions, except in those instances where provisions of such resolutions are in direct conflict with the provisions of this resolution; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easements to be acquired by eminent domain as required by law; and

WHEREAS, the City Administrator or his designee, is required to make a bona fide offer, as defined by and in compliance with Chapter 21 of the Texas Property Code, to acquire drainage easements on the Properties for public use voluntarily from the owner(s) prior to moving forward with the acquisition by eminent domain, which will or already have been performed; and

WHEREAS, the City Administrator, or his designee, will seek, if not already obtained, third-party appraisal(s), and the City Administrator, the law firm of Messer, Fort & McDonald (“Legal Counsel”) or their designee will make bona fide initial offer(s) and final offer(s) based on the appraisal(s) to the owner(s) of the Property, which may or may not be accepted by the Property’s owner(s), if not already performed; and

WHEREAS, if the owner(s) of the Property do not agree upon the just compensation to be paid them for with the Property herein described, the City Council hereby authorizes, re-authorizes, affirms, and ratifies Legal Counsel instituting proceedings in eminent domain to acquire drainage easements on the Property for such public uses stated herein.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF WEST LAKE HILLS, TEXAS THAT:**

SECTION 1: The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The City Council hereby officially determines, affirms, and/or re-affirms that there is a public use and necessity for acquiring the Easements; the public welfare and convenience will be served by the acquisition, by eminent domain, of drainage easements on the Property; it is the City’s intent to acquire the drainage easements for public use and purposes on the Property as more specifically described in Exhibit “A”, attached hereto, specifically for the municipal purposes to construct, install, manage, operate and maintain public utilities, including lines to facilitate sewage collection, treatment, disposal, emptying, such appurtenant facilities as may be necessary, water lines, and other public uses; and the use of eminent domain is hereby authorized to obtain the Easements on the Property.

SECTION 3: The City Council hereby authorizes and/or re-authorizes the City Administrator or his designee obtaining, reviewing and accepting a third party’s appraisal report(s) and updated report(s), if not acquired already, and if already obtained those actions are ratified. The City Administrator, Legal Counsel or their designee is authorized and/or re-authorized to make bona fide initial and final offers based on the appraisal(s) to the owner(s) of the Property, and if such actions have already been completed those actions are so ratified. In the event of failed attempts to negotiate with any owner(s) of a portion of the Property after making a bona fide initial offer(s) and making bona fide final offer(s), the City Council hereby authorizes and/or re-authorizes the City Administrator or designee to authorize and direct, on behalf of the City, Legal Counsel to commence and conduct all parts of the condemnation proceedings under the Texas Property Code, and other applicable law, for the acquisition of Easements and Fees on the Properties for municipal purposes and other public uses on the

Property by eminent domain, and if already performed those actions are ratified. Legal Counsel, or designee, is authorized and/or re-authorized and directed to negotiate for and to acquire the required Easements and Fees for the City, and to acquire said rights in compliance with State and Federal law, and if already performed those actions are ratified. Moreover, Legal Counsel, or designee, is specifically authorized and/or re-authorized and directed to do each and every act necessary to acquire the needed Easements including but not limited to, the authority to negotiate, give notices to, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser(s) of the interests to be acquired, as well as any other experts or consultants deemed necessary for the acquisition process and, if necessary, to institute and complete court proceedings in eminent domain, and if already performed those actions are ratified.

SECTION 4: The City Administrator, or his designee, is hereby authorized and/or re-authorized to execute all documents necessary to acquire the Easements on the Properties, on behalf of the City, whether by purchase or eminent domain, and if already performed those actions are ratified. The City Council hereby ratifies any and all negotiations, offer letters and all documents executed prior to the effective date of this Resolution, by the City Administrator, or his designee, which were necessary for the acquisition of the Easements on the Property.

SECTION 5: It is the intent of the City Council that this Resolution authorizes the condemnation of all Easements on the Property required for this project for the purposes herein stated. If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions (which may include less or slightly more acreage), the City Administrator, Legal Counsel or their designee is authorized to have such errors corrected or revisions made and to acquire such property rights without the necessity of obtaining new City Council resolution authorizing condemnation of the corrected or revised property.

SECTION 6: The amount to be paid, if any, for acquiring the Easements on the Properties, will be appropriated from any lawful source.

SECTION 7: The City Administrator and Legal Counsel is hereby authorized to take all steps to seek legal entry upon the Property to seek surveys, technical information, and appraisal information. Such activities may occur before any bona fide offers are sent to the Property owners.

SECTION 8. In the event that Special Commissioners appointed by the Court in each case during condemnation proceedings return an award for just compensation to be paid by the City, Legal Counsel is hereby authorized to settle the lawsuit for that amount. The City's Finance Director is hereby authorized to issue a check in each case from the appropriate fund in the amount of the Special Commissioners' award made payable to the owner(s) or to the County Clerk of Travis County, to be deposited into the registry of the Court, to enable the City to take possession of the Easements and Fees without further action of the City Council. If the City Administrator believes such award(s) should be appealed, the award(s) may still be paid to take possession, but the City Administrator shall put the question of whether to appeal on the next available city council agenda for consideration. If there is no such city council meeting before the deadline to appeal, the City Administrator may direct Legal Counsel to file the appeal(s) and

then place on the next available city council agenda to either pursue or withdraw the appeal(s).

SECTION 9: Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 10: This Resolution shall take effect immediately upon its passage and execution.

PASSED AND APPROVED by record vote this the 28th day of June, 2023, at a regular meeting of the City Council of the City of West Lake Hills in which a quorum was present with the following vote:

James Vaughan, Place 1	Aye	Nay
Brian Plunkett, Place 2	Aye	Nay
Beth South, Place 3	Aye	Nay
Darin Walker, Place 4	Aye	Nay
Gordon Bowman, Place 5	Aye	Nay
Linda Anthony, Mayor (does not vote)	Aye	Nay

CITY OF WEST LAKE HILLS

BY: _____
Linda Anthony , Mayor

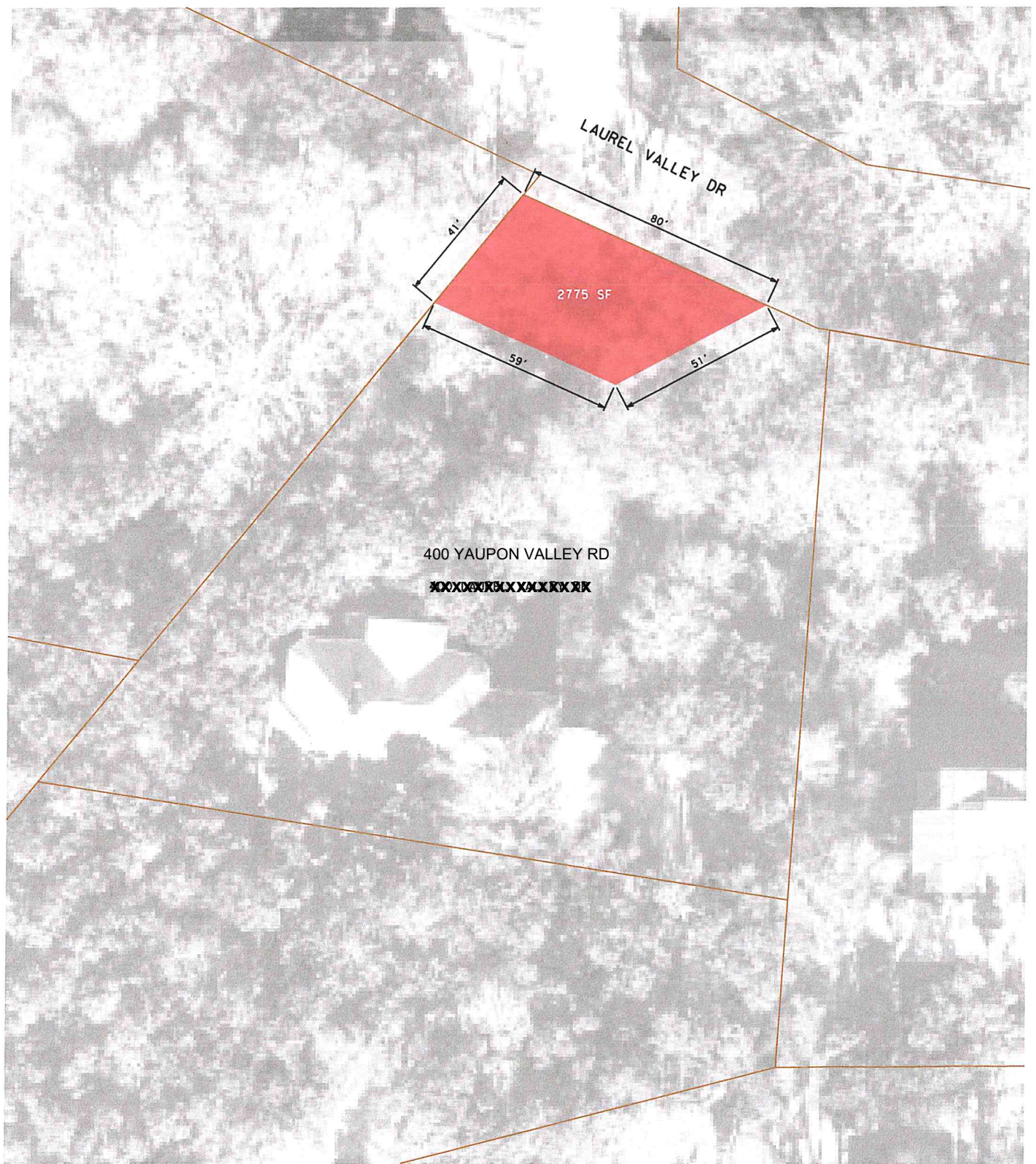
ATTEST:

Terry Blanchard, City Secretary

EXHIBIT A

DRAFT

P14



LEGEND

-  EXISTING PROPERTY
-  EXISTING EASEMENT
-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED PERMANENT EASEMENT



**WEST LAKE HILLS
BOND PROGRAM**

**EASEMENT EXHIBIT
400 LAUREL VALLEY DR**



1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P 512.338.1704 F 512.338.1784
TSP# Firm Number 6535
www.kfriesa.com

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GF No.: 23-101943-14
RCSJ No.: City of West Lake Hills
Highway: WLH Bond
Project Limits: Laurel Valley Rd
Parcel: 14

**TEXAS
COMMITMENT FOR TITLE INSURANCE (T-7)
ISSUED BY
WFG NATIONAL TITLE INSURANCE COMPANY**

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, WFG NATIONAL TITLE INSURANCE COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Countersigned:
WFG National Title Company

Elisabeth C. Bobo

Authorized Signatory
4544 Post Oak Place, Suite 390
Houston, TX 77027

WFG NATIONAL TITLE INSURANCE COMPANY

By: *[Signature]*
Steve Ozonian, President/CEO

ATTEST: *[Signature]*
Joseph V. McCabe, EVP/General Counsel/Secretary



CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Exclusions.

**WFG NATIONAL TITLE INSURANCE COMPANY
TEXAS TITLE INSURANCE INFORMATION**

Title Insurance insures you against loss resulting from certain risks to your title. The Commitment for Title Insurance is the Title Insurance Company's promise to issue the Title Insurance Policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultants de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un document legal. Usted debe leerlo cuidadosamente y entenderlo complemente antes de lo fecha para finalizar su transaccion.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a Policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for the certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

---MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exception, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling WFG National Title Insurance Company at 1-877-366-8781 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not your request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection for and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE T-7
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **January 17, 2023**

GF No.: **23-101943-14**

Commitment No. 23-101943-14, issued: **January 25, 2023**

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: **City of West Lake Hills**
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER:
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is
Easement
3. Record title to the land on the Effective Date appears to be vested in:
JESSE BARBOUR and ERICA MILLER, husband and wife
4. Legal description of land:
See attached Exhibit "A" attached hereto and made part hereof.

EXHIBIT "A"
LEGAL DESCRIPTION

County: Travis
Project: West Lake Hills

Parcel 14

LOT 12A, OF AMENDED PLAY OF LOTS 12 AND 13, OF THE YAUPON VALLEY SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS; ACCORDING TO THE MAP AND OR PLAT THEREOF, RECORDED IN VOLUME 98, PAGE 260, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

APN(s):

**COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
WFG NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

The following: Recorded in Volume 16, Page 44 and Volume 98, Page 260, Map Records, Volume 2246, Page 283, Deed Records of the County Clerk's Official Records of Travis County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only).
5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. The following matters affecting the subject property as shown on the plat recorded in
 - b. Volume 16, Page 44 and Volume 98, Page 260, of the County Clerk's Official Records of Travis County, Texas:

Building line, Fifty (50') foot along the North property line;

Building line, Twenty-Five (25') foot along the East and West property lines.
 - c. Any portion of the subject property lying within the boundaries of public or private road.
 - d. Visible and apparent easements not appearing of record.
 - e. Rights of tenants in possession under the terms of any unrecorded leases, subleases and/or rental agreements.
 - f. Rights of parties in possession.
 - g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

**COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
WFG NATIONAL TITLE INSURANCE COMPANY**

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Vesting Deed: 2018107278**
Field Notes: Parcel 14 (TBD)
5 year sales certificate: 5yr cert
6. **Deed of Trust filed February 3, 2021, recorded as Instrument No. 2021025030, of the County Clerk's Official Records of Travis County, Texas, executed by Jesse Lee Barbour, who acquired title as Jesse Barbour and Erica Miller, husband and wife, securing the payment of one Note of even date therewith in the principal amount of \$510,000.00, payable to the order of The Home Loan Expert LLC, and subject to all of the terms, conditions, and provisions therein.**
7. **Our office may require an Affidavit as to Debts and Liens to be executed at closing.**
8. **The Company requires satisfactory evidence of authority for those acting on behalf of any party to the transaction to which this commitment is addressed.**
9. **Company requires a legible copy of current drivers license or other positive proof of identification of the parties to the closing.**

COMMITMENT FOR TITLE INSURANCE T-7
SCHEDULE D

GF No. 23-101943-14

Effective Date: **January 17, 2023**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of WFG National Title Insurance Company issuing this Commitment

DIRECTORS:

Patrick F. Stone
A. Steven Ozonian
Michael T. Gallaher
Joseph V. McCabe
Cynthia L. Tucker

OFFICERS:

Patrick F. Stone, Executive Chairman and Founder
A. Steven Ozonian, Chief Executive Officer and President
Michael T. Gallaher, Executive Vice President, Chief Financial Officer and Treasurer
Joseph V. McCabe, Executive Vice President, General Counsel and Secretary
Cynthia Lee Tucker, Executive Vice President

Williston Financial Group LLC owns 100% of the stock of WFG National Title Insurance Company. Williston Holdings LLC owns 100% of the LLC interest in Williston Financial Group LLC.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: WFG National Title Company of Texas, LLC, a Texas limited liability company
- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: WFG National Title Company of Texas, LLC, a Texas limited liability company
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Williston Financial Group LLC, a Delaware limited liability company (Sole membership interest in WFG National Title Company of Texas, LLC, a Texas limited liability company.)
- c. The following persons are officers and directors of the Title Insurance Agent:

OFFICERS:

Michael T. Gallaher	Executive VP, Chief Financial Officer & Treasurer
Joseph V. McCabe	Executive VP, General Counsel & Secretary
Donald O'Neill	Executive VP, Chief Compliance Officer & Deputy General Counsel
David Weeks	Vice President
Alice Chuang	Vice President, Associate Counsel
Emily Clearwater	Manager
Sandra St. Gemme	Onsite Manager

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	
Total	\$0.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

SIGNATURE

DATE

IMPORTANT INFORMATION

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER 1-800-257-2842 ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT 1-800-252-3439 to obtain information on:

1. Filing a complaint against an insurance company or agent,
2. Whether an insurance company or agent is licensed,
3. Complaints received against an insurance company or agent,
4. Policyholder rights, and
5. A list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149104, AUSTIN, TEXAS 78714-9104. FAX NO. (512) 475-1771

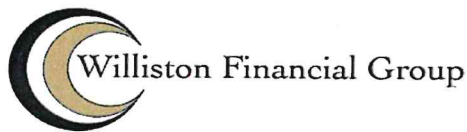
AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS 1-800-257-2842

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL 1-800-252-3439 Para obtener informacion sobre:

1. Como someter una queja en contra de una compania de suguros o agente de seguros,
2. Si una compania de seguros o agente de seguros tiene licencia,
3. Quejas recibidas en contra de una compania de seguros o agente de seguros,
4. Los derechos del asegurado, y
5. Una lista de publicaciones y services para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS, P.O. BOX 149104, AUSTIN, TEXAS 78714-9104 FAX NO. (512) 475-1771



Plain English Privacy Statement for Appraisal, Title & Escrow Customers

WFG believes it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Policy provides that explanation. We reserve the right to change this Privacy Policy from time to time.

Williston Financial Group, LLC, WFG National Title Insurance Co. and each of the affiliates listed below (collectively "WFG" or the "WFG Family") are obligated to comply with Federal and state privacy laws. While there are some common requirements to those laws, the definitions and duties differ significantly from law-to-law and state-to-state. A privacy statement drafted to comply with all of the applicable privacy laws and their differing definitions would likely be confusing. Therefore, in an attempt to better communicate our privacy policies, WFG designed this "Plain English" explanation, followed by the Gramm-Leach-Bliley Act model form and website links to State-Specific Privacy Notices in order to provide you with the complete, legal privacy notices and disclosures required under Federal and applicable State Laws.

WFG's primary business is providing appraisal, title insurance and, escrow services for the sale or refinance of real property. This can be a complicated process, involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information including email addresses, Social Security numbers, driver's license and, other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land records, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of the information that is collected is provided by you, or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and, others working to facilitate your transaction. We also may receive information from public, private or governmental databases including credit bureaus, 'no-fly' lists, and terrorist 'watch lists', as well as from your lenders and credit bureaus.

What Information is Shared?

WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, condominium and, homeowners' association information and payoff information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals and, inspections may be ordered.

- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.
- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities and other governmental agencies.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third-party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into express agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested and to close and facilitate your transaction.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create and manage your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback, or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party;
- Protect the integrity and maintain security of our applications, websites, and products;
- Operate, evaluate, and improve our business; and
- Provide you with information about products, services, and promotions, from WFG or third parties that may interest you.

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

Computer Information

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain sites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our Web site, assess how our advertisements on other sites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (Do Not Track or DNT), our websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button or the Google+, that particular social network's plugin will be activated and your browser will directly connect to that provider's

servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We, therefore, encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

How Can You “Opt-Out?”

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the “Legal” Notices attached below.

The “Legal” Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures. In reviewing these, you will find that these notices incorporate the definitions and terminology used in the respective privacy laws which can often be somewhat convoluted and may even seem inconsistent with the descriptions above. The state-specific statutes may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - <https://national.wfgnationaltitle.com/privacy-notice-california>

Privacy Notice for Oregon Residents - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

How to Contact Us

If you have any questions about WFG’s privacy policy or how we protect your information, please contact WFG:

- By email: Consumerprivacy@willistonfinancial.com
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In-person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC
WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA
WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC
WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC
WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE

Revised 6.12.20

FACTS		WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and other government identification information • Your name, address, phone, and email • Information about the property, any liens and restrictions • Financial Information including credit history and other debt • Financial account information, including wire transfer instructions.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Williston Financial Group share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
To limit our sharing	• Call 833-451-5718—our menu will prompt you through your choice(s) • Visit us online: http://bit.ly/WFGsConsumerPrivacyInformationRequestPage or e-mailing us at consumerprivacy@willistonfinancial.com • Mail the form below Please note: If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
Questions?	Call 833-451-5718 or Email consumerprivacy@willistonfinancial.com	

Mail-In Form

If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit:	
	☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.	
	☐ Do not allow your affiliates to use my personal information to market to me.	
	☐ Do not share my personal information with nonaffiliates to market their products and services to me.	
Name		Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68 th Pkwy, #350 Portland, OR 97223
Address		
City, State, Zip		
File Number		

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	We collect your personal information, for example, when you • Apply for insurance • Engage us to provide appraisal, title and escrow services • Give us your contact information • Provide your mortgage information • Show your driver's license We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with a common corporate identity, including those listed below.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Williston Financial Group does not jointly market.
Other important information	
As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information: Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon	



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	June 28, 2023	Item Number:	
Department:	Administration		
	Trey Fletcher,		
Prepared By:	City Administrator	Cost / Budget:	
Exhibits:	Resolution	Source of Funds:	2022 GO Bonds

Subject

Discuss, consider and take action on Resolution No. 2023-06-03 to authorize the use of the power of eminent domain for the City of West Lake Hills to acquire a public drainage easement on the property located at 106 Laurel Valley Rd, West Lake Hills, Texas and being the land described as Lot 2 of Harold Burke Subdivision, West Lake Hills, Texas, for storm water drainage control and improvement purposes, for a City public drainage improvement on Laurel Valley Rd, project extending from Westlake Drive to Yaupon Valley Rd and other public uses and providing authorization to city staff, legal counsel and their designees to institute eminent domain proceedings on behalf of the City for acquisition of drainage easements and to take such steps as necessary to obtain access to the property for surveying, appraisal and other purposes as required by state law.

Recommendation

Staff recommends taking action as appropriate to advance the projects.

Discussion

The purpose of this item is to authorize eminent domain process.

RESOLUTION NO. 2023-06-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS, FINDING AND REAFFIRMING THAT A PUBLIC NECESSITY EXISTS TO ACQUIRE A DRAINAGE EASEMENT FOR STORMWATER CONTROL, MANAGEMENT AND PUBLIC DRAINAGE IMPROVEMENT PURPOSES, TO UPGRADE AND CONSTRUCT STORM WATER CONTROL AND MANAGEMENT FACILITIES FOR THE PURPOSE OF STORMWATER COLLECTION, DRAINAGE, EMPTYING EXCESS FLOWS OF STORMWATER, DECREASING FLOODING OF PUBLIC INFRASTRUCTURE AND PRIVATE PROPERTY, CONSTRUCTION OF APPURTENANT FACILITIES AS MAY BE NECESSARY, WATER DISTRIBUTION AND OPERATION AND MAINTENANCE OF SUCH STORMWATER CONTROL AND MANAGEMENT FACILITIES AND FOR OTHER PUBLIC USES ON REAL PROPERTIES OR PORTIONS OF WHOLE TRACTS OF LAND GENERALLY DESCRIBED IN THE TRAVIS COUNTY PUBLIC RECORDS AS DEED NO. 2020246411 AND 2022146762, TRAVIS COUNTY, TEXAS AND AS IDENTIFIED AS APPRAISAL DISTRICT PROPERTY IDENTIFICATION NO. 114886, SAID PROPERTIES OWNED WHOLLY OR PARTIALLY BY EZEKIEL RICKER DUMKE IV AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING AND REAFFIRMING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR PUBLIC DRAINAGE EASEMENTS FOR MUNICIPAL PURPOSES; PROVIDING AND REAFFIRMING AUTHORIZATION FOR THE CITY ADMINISTRATOR TO OBTAIN THE NECESSARY APPRAISAL REPORT(S), SURVEYS AND THE MAKING OF BONA FIDE OFFERS OF JUST COMPENSATION FOR THE EASEMENTS; AUTHORIZING THE CITY ADMINISTRATOR UPON COMPLETION OF SURVEYS TO SUBSTITUTE ACTUAL SURVEYS OF THE DRAINAGE EASEMENTS TO ANY DOCUMENTS THAT DESCRIBE THE REAL PROPERTY PRIOR TO SUCH SURVEYS; RATIFYING PRIOR DOCUMENTS AND ACTS MADE FOR ACQUISITION OF THE EASEMENTS; AUTHORIZING AND/OR REAFFIRMING THE AUTHORITY OF LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE EASEMENTS ON SAID TRACTS IF NEGOTIATIONS ARE UNSUCCESSFUL; AUTHORIZING AND REAFFIRMING SEEKING ALL LEGAL MEANS NECESSARY TO ENTER UPON SAID PROPERTY FOR WORK NECESSARY TO EFFECTUATE THE NEED OR ABILITY TO SEEK EMINENT DOMAIN PROCEEDINGS AND STUDIES INCIDENT THERETO;

**AUTHORIZING AND REAFFIRMING APPROPRIATION OF FUNDS
FROM A LAWFUL SOURCE; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City of West Lake Hills, Texas (“City”), by authority of Chapter 251 of the Texas Local Government Code and Chapter 21 of the Texas Property Code is authorized to initiate eminent domain proceedings to acquire drainage easements for a public purpose in order to upgrade and construct storm water control and management facilities for the purpose of stormwater collection, drainage, emptying excess flows of stormwater, decreasing flooding of public infrastructure and private property, construction of appurtenant facilities as may be necessary, water distribution and operation and maintenance of such stormwater control and management facilities and for other public uses on real properties;

WHEREAS, the City Council of the City of West Lake Hills (“City Council”) has investigated and determined that there is a public necessity for the acquisition, by eminent domain, of drainage easements (“Easements”) on the following tract(s) of land:

GENERALLY DESCRIBED IN THE TRAVIS COUNTY REAL PROPERTY
RECORDS AT DEED NO., 2020246411 AND 2022146762, TRAVIS
COUNTY APPRAISAL DISTRICT PROPERTY IDENTIFICATION NO.
114886, SAID PROPERTIES OWNED BY EZEKIEL RICKER DUMKE IV.

And more specifically identified in Exhibit “A”, attached hereto and incorporated herein for all purposes (“Property”). It is the City’s intent to acquire the necessary drainage easements on the Property for the purpose of, among other municipal purposes, stormwater collection, drainage, emptying excess flows of stormwater, decreasing flooding of public infrastructure and private property, construction of appurtenant facilities as may be necessary, water distribution and operation and maintenance of such stormwater control and management facilities and other public uses; and

WHEREAS, the City Council has investigated and determined that the taking of said real property is necessary for public use; and

WHEREAS, this Resolution affirms, re-affirms and ratifies, if necessary, the public necessity, public use, and acquisitions expressly authorized by prior action by City Council and hereby affirms, re-affirms and ratifies, if necessary, the filing of eminent domain proceedings against the owner of the identified Property; and

WHEREAS, this Resolution shall be cumulative of all other resolutions of the City of West Lake Hills and shall not repeal any of the provisions of such resolutions, except in those instances where provisions of such resolutions are in direct conflict with the provisions of this resolution; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easements to be acquired by eminent domain as required by law; and

WHEREAS, the City Administrator or his designee, is required to make a bona fide offer, as defined by and in compliance with Chapter 21 of the Texas Property Code, to acquire drainage easements on the Properties for public use voluntarily from the owner(s) prior to moving forward with the acquisition by eminent domain, which will or already have been performed; and

WHEREAS, the City Administrator, or his designee, will seek, if not already obtained, third-party appraisal(s), and the City Administrator, the law firm of Messer, Fort & McDonald (“Legal Counsel”) or their designee will make bona fide initial offer(s) and final offer(s) based on the appraisal(s) to the owner(s) of the Property, which may or may not be accepted by the Property’s owner(s), if not already performed; and

WHEREAS, if the owner(s) of the Property do not agree upon the just compensation to be paid them for with the Property herein described, the City Council hereby authorizes, re-authorizes, affirms, and ratifies Legal Counsel instituting proceedings in eminent domain to acquire drainage easements on the Property for such public uses stated herein.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF WEST LAKE HILLS, TEXAS THAT:**

SECTION 1: The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The City Council hereby officially determines, affirms, and/or re-affirms that there is a public use and necessity for acquiring the Easements; the public welfare and convenience will be served by the acquisition, by eminent domain, of drainage easements on the Property; it is the City’s intent to acquire the drainage easements for public use and purposes on the Property as more specifically described in Exhibit “A”, attached hereto, specifically for the municipal purposes to construct, install, manage, operate and maintain public utilities, including lines to facilitate sewage collection, treatment, disposal, emptying, such appurtenant facilities as may be necessary, water lines, and other public uses; and the use of eminent domain is hereby authorized to obtain the Easements on the Property.

SECTION 3: The City Council hereby authorizes and/or re-authorizes the City Administrator or his designee obtaining, reviewing and accepting a third party’s appraisal report(s) and updated report(s), if not acquired already, and if already obtained those actions are ratified. The City Administrator, Legal Counsel or their designee is authorized and/or re-authorized to make bona fide initial and final offers based on the appraisal(s) to the owner(s) of the Property, and if such actions have already been completed those actions are so ratified. In the event of failed attempts to negotiate with any owner(s) of a portion of the Property after making a bona fide initial offer(s) and making bona fide final offer(s), the City Council hereby authorizes and/or re-authorizes the City Administrator or designee to authorize and direct, on behalf of the City, Legal Counsel to commence and conduct all parts of the condemnation proceedings under the Texas Property Code, and other applicable law, for the acquisition of Easements and Fees on the Properties for municipal purposes and other public uses on the

Property by eminent domain, and if already performed those actions are ratified. Legal Counsel, or designee, is authorized and/or re-authorized and directed to negotiate for and to acquire the required Easements and Fees for the City, and to acquire said rights in compliance with State and Federal law, and if already performed those actions are ratified. Moreover, Legal Counsel, or designee, is specifically authorized and/or re-authorized and directed to do each and every act necessary to acquire the needed Easements including but not limited to, the authority to negotiate, give notices to, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser(s) of the interests to be acquired, as well as any other experts or consultants deemed necessary for the acquisition process and, if necessary, to institute and complete court proceedings in eminent domain, and if already performed those actions are ratified.

SECTION 4: The City Administrator, or his designee, is hereby authorized and/or re-authorized to execute all documents necessary to acquire the Easements on the Properties, on behalf of the City, whether by purchase or eminent domain, and if already performed those actions are ratified. The City Council hereby ratifies any and all negotiations, offer letters and all documents executed prior to the effective date of this Resolution, by the City Administrator, or his designee, which were necessary for the acquisition of the Easements on the Property.

SECTION 5: It is the intent of the City Council that this Resolution authorizes the condemnation of all Easements on the Property required for this project for the purposes herein stated. If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions (which may include less or slightly more acreage), the City Administrator, Legal Counsel or their designee is authorized to have such errors corrected or revisions made and to acquire such property rights without the necessity of obtaining new City Council resolution authorizing condemnation of the corrected or revised property.

SECTION 6: The amount to be paid, if any, for acquiring the Easements on the Properties, will be appropriated from any lawful source.

SECTION 7: The City Administrator and Legal Counsel is hereby authorized to take all steps to seek legal entry upon the Property to seek surveys, technical information, and appraisal information. Such activities may occur before any bona fide offers are sent to the Property owners.

SECTION 8. In the event that Special Commissioners appointed by the Court in each case during condemnation proceedings return an award for just compensation to be paid by the City, Legal Counsel is hereby authorized to settle the lawsuit for that amount. The City's Finance Director is hereby authorized to issue a check in each case from the appropriate fund in the amount of the Special Commissioners' award made payable to the owner(s) or to the County Clerk of Travis County, to be deposited into the registry of the Court, to enable the City to take possession of the Easements and Fees without further action of the City Council. If the City Administrator believes such award(s) should be appealed, the award(s) may still be paid to take possession, but the City Administrator shall put the question of whether to appeal on the next available city council agenda for consideration. If there is no such city council meeting before the deadline to appeal, the City Administrator may direct Legal Counsel to file the appeal(s) and

then place on the next available city council agenda to either pursue or withdraw the appeal(s).

SECTION 9: Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 10: This Resolution shall take effect immediately upon its passage and execution.

PASSED AND APPROVED by record vote this the 28th day of June, 2023, at a regular meeting of the City Council of the City of West Lake Hills in which a quorum was present with the following vote:

James Vaughan, Place 1	Aye	Nay
Brian Plunkett, Place 2	Aye	Nay
Beth South, Place 3	Aye	Nay
Darin Walker, Place 4	Aye	Nay
Gordon Bowman, Place 5	Aye	Nay
Linda Anthony, Mayor (does not vote)	Aye	Nay

CITY OF WEST LAKE HILLS

BY: _____
Linda Anthony , Mayor

ATTEST:

Terry Blanchard, City Secretary

EXHIBIT A

DRAFT

P116



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LEGEND

- EXISTING PROPERTY
- EXISTING EASEMENT
- PROPOSED TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT



**WEST LAKE HILLS
BOND PROGRAM**

EASEMENT EXHIBIT
106 LAUREL VALLEY DR



**K-FRIESE
+ ASSOCIATES**
PUBLIC PROJECT ENGINEERING

1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P 512.338.1704 F 512.338.1784
TBP# Firm Number 6535
www.kfriesse.com



GF No.: 23-101943-16
RCSJ No.: City of West Lake Hills
Highway: WLH Bond
Project Limits: Laurel Valley Rd
Parcel: 16

**TEXAS
COMMITMENT FOR TITLE INSURANCE (T-7)
ISSUED BY
WFG NATIONAL TITLE INSURANCE COMPANY**

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME
AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED
REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, WFG NATIONAL TITLE INSURANCE COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Countersigned:
WFG National Title Company

Elizabeth C. Bobo

Authorized Signatory
4544 Post Oak Place, Suite 390
Houston, TX 77027

WFG NATIONAL TITLE INSURANCE COMPANY

By: *[Signature]*
Steve Ozonian, President/CEO

ATTEST: *[Signature]*
Joseph V. McCabe, EVP/General Counsel/Secretary



CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Exclusions.

**WFG NATIONAL TITLE INSURANCE COMPANY
TEXAS TITLE INSURANCE INFORMATION**

Title Insurance insures you against loss resulting from certain risks to your title. The Commitment for Title Insurance is the Title Insurance Company's promise to issue the Title Insurance Policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultants de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un document legal. Usted debe leerlo cuidadosamente y entenderlo complemente antes de lo fecha para finalizar su transaccion.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a Policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for the certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

---MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exception, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling WFG National Title Insurance Company at 1-877-366-8781 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not your request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection for and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE T-7
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **January 17, 2023**

GF No.: **23-101943-16**

Commitment No. 23-101943-16, issued: **January 30, 2023**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: **City of West Lake Hills**
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER:
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is

Easement

3. Record title to the land on the Effective Date appears to be vested in:

EZEKIEL RICKER DUMKE IV, A SINGLE PERSON

4. Legal description of land:

See attached Exhibit "A" attached hereto and made part hereof.

EXHIBIT "A"
LEGAL DESCRIPTION

County: Travis
Project: West Lake Hills

Parcel 16

LOT TWO (2) OF HAROLD BURKE SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT RECORDED UNDER VOLUME 64, PAGE 95 IN THE PLAT
RECORDS OF TRAVIS COUNTY, TEXAS.

APN(s):

**COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
WFG NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
The following: Recorded in Volume 64, Page 95, Map Records of the County Clerk's Official Records of Travis County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only).
5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. **The following matters affecting the subject property as shown on the plat recorded in Volume 64, Page 95, Map Records of the County Clerk's Official Records of Travis County, Texas:**

None
 - b. **An easement for electric lines and systems executed by Harold Burke and wife, Betty Ann Burke to City of Austin, filed August 20, 1974, recorded as Instrument No. 197401014598, of the County Clerk's Official Records of Travis County, Texas.**
 - c. **Terms and provisions of Affidavit Concerning Surface Application On-Site Wastewater Treatment System, executed by Richard R. Rowell, dated December 10, 2011, filed December 13, 2011, recorded in/under as Instrument No. 2011182271, of the County Clerk's Official Records of Travis County, Texas.**
 - d. **Any portion of the subject property lying within the boundaries of public or private road.**
 - e. **Visible and apparent easements not appearing of record.**
 - f. **Rights of tenants in possession under the terms of any unrecorded leases, subleases and/or rental agreements.**
 - g. **Rights of parties in possession.**
 - h. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**

**COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
WFG NATIONAL TITLE INSURANCE COMPANY**

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Vesting Deed: 2020246411 and 2022146762**
Field Notes: Parcel 16 (TBD)
5 year sales certificate: 5yr cert
6. **Home Equity Lien granted in instrument dated April 6, 2021, filed April 14, 2021, recorded as Instrument No. 2021082556, of the County Clerk's Official Records of Travis County, Texas, executed by Ezekiel Ricker Dumke IV, a single man, securing the payment of one Note of even date therewith in the principal amount of \$1,175,000.00, payable to the order of First United Bank and Trust Company, and subject to all of the terms, conditions, and provisions therein.**

Said Note and Lien having been assigned to Equity Bank by instrument filed March 28, 2022, recorded as Instrument No. 2022055615, of the County Clerk's Official Records of Travis County, Texas.
7. **Vendor's Lien retained in Deed filed August 31, 2022, as Instrument No. 2022146762, of the County Clerk's Official Records of Travis County, Texas, executed by Analecia Adams, a single person to Ezekiel Ricker IV, a single person, securing the payment of one Note of even date therewith in the principal amount of \$1,175,000.00, payable to the order of First United Bank and Trust Company, LLC, as therein provided; said Note and Lien being further secured by Deed of Trust of even date therewith, filed August 31, 2022 in/under N/A, of the County Clerk's Official Records of Travis County, Texas, and subject to all of the terms, conditions, and provisions therein.**
8. **If marital status of the record owner as shown on Schedule A is different than at the time of acquisition, account for the interest of any deceased or divorced spouse. If spouse is deceased, company requires proof of probate or heirship information. If parties are divorced, company requires a copy of divorce decree and property settlement agreement. Company may make additional requirements upon review of said items.**

9. Our office may require an Affidavit as to Debts and Liens to be executed at closing.
10. The Company requires satisfactory evidence of authority for those acting on behalf of any party to the transaction to which this commitment is addressed.
11. Company requires a legible copy of current drivers license or other positive proof of identification of the parties to the closing.

COMMITMENT FOR TITLE INSURANCE T-7
SCHEDULE D

GF No. 23-101943-16

Effective Date: **January 17, 2023**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of WFG National Title Insurance Company issuing this Commitment

DIRECTORS:

Patrick F. Stone
A. Steven Ozonian
Michael T. Gallaher
Joseph V. McCabe
Cynthia L. Tucker

OFFICERS:

Patrick F. Stone, Executive Chairman and Founder
A. Steven Ozonian, Chief Executive Officer and President
Michael T. Gallaher, Executive Vice President, Chief Financial Officer and Treasurer
Joseph V. McCabe, Executive Vice President, General Counsel and Secretary
Cynthia Lee Tucker, Executive Vice President

Williston Financial Group LLC owns 100% of the stock of WFG National Title Insurance Company. Williston Holdings LLC owns 100% of the LLC interest in Williston Financial Group LLC.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: WFG National Title Company of Texas, LLC, a Texas limited liability company
- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: WFG National Title Company of Texas, LLC, a Texas limited liability company
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Williston Financial Group LLC, a Delaware limited liability company (Sole membership interest in WFG National Title Company of Texas, LLC, a Texas limited liability company.)
- c. The following persons are officers and directors of the Title Insurance Agent:

OFFICERS:

Michael T. Gallaher	Executive VP, Chief Financial Officer & Treasurer
Joseph V. McCabe	Executive VP, General Counsel & Secretary
Donald O'Neill	Executive VP, Chief Compliance Officer & Deputy General Counsel
David Weeks	Vice President
Alice Chuang	Vice President, Associate Counsel
Emily Clearwater	Manager
Sandra St. Gemme	Onsite Manager

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	
Total	\$0.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
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"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

SIGNATURE

DATE

IMPORTANT INFORMATION

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER 1-800-257-2842 ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT 1-800-252-3439 to obtain information on:

1. Filing a complaint against an insurance company or agent,
2. Whether an insurance company or agent is licensed,
3. Complaints received against an insurance company or agent,
4. Policyholder rights, and
5. A list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149104, AUSTIN, TEXAS 78714-9104. FAX NO. (512) 475-1771

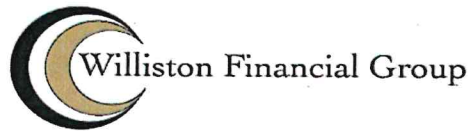
AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS 1-800-257-2842

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL 1-800-252-3439
Para obtener informacion sobre:

1. Como someter una queja en contra de una compania de suguros o agente de seguros,
2. Si una compania de seguros o agente de seguros tiene licencia,
3. Quejas recibidas en contra de una compania de seguros o agente de seguros,
4. Los derechos del asegurado, y
5. Una lista de publicaciones y services para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS, P.O. BOX 149104, AUSTIN, TEXAS 78714-9104 FAX NO. (512) 475-1771



Plain English Privacy Statement for Appraisal, Title & Escrow Customers

WFG believes it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Policy provides that explanation. We reserve the right to change this Privacy Policy from time to time.

Williston Financial Group, LLC, WFG National Title Insurance Co. and each of the affiliates listed below (collectively "WFG" or the "WFG Family") are obligated to comply with Federal and state privacy laws. While there are some common requirements to those laws, the definitions and duties differ significantly from law-to-law and state-to-state. A privacy statement drafted to comply with all of the applicable privacy laws and their differing definitions would likely be confusing. Therefore, in an attempt to better communicate our privacy policies, WFG designed this "Plain English" explanation, followed by the Gramm-Leach-Bliley Act model form and website links to State-Specific Privacy Notices in order to provide you with the complete, legal privacy notices and disclosures required under Federal and applicable State Laws.

WFG's primary business is providing appraisal, title insurance and, escrow services for the sale or refinance of real property. This can be a complicated process, involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information including email addresses, Social Security numbers, driver's license and, other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land records, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of the information that is collected is provided by you, or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and, others working to facilitate your transaction. We also may receive information from public, private or governmental databases including credit bureaus, 'no-fly' lists, and terrorist 'watch lists', as well as from your lenders and credit bureaus.

What Information is Shared?

WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, condominium and, homeowners' association information and payoff information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals and, inspections may be ordered.

- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.
- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities and other governmental agencies.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third-party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into express agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested and to close and facilitate your transaction.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create and manage your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback, or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party;
- Protect the integrity and maintain security of our applications, websites, and products;
- Operate, evaluate, and improve our business; and
- Provide you with information about products, services, and promotions, from WFG or third parties that may interest you.

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

Computer Information

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain sites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our Web site, assess how our advertisements on other sites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (Do Not Track or DNT), our websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button or the Google+, that particular social network's plugin will be activated and your browser will directly connect to that provider's

servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We, therefore, encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

How Can You “Opt-Out?”

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the “Legal” Notices attached below.

The “Legal” Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures. In reviewing these, you will find that these notices incorporate the definitions and terminology used in the respective privacy laws which can often be somewhat convoluted and may even seem inconsistent with the descriptions above. The state-specific statutes may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - <https://national.wfgnationaltitle.com/privacy-notice-california>

Privacy Notice for Oregon Residents - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

How to Contact Us

If you have any questions about WFG’s privacy policy or how we protect your information, please contact WFG:

- By email: Consumerprivacy@willistonfinancial.com
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In-person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC
WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA
WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC
WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC
WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE

Revised 6.12.20

FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and other government identification information • Your name, address, phone, and email • Information about the property, any liens and restrictions • Financial Information including credit history and other debt • Financial account information, including wire transfer instructions.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Williston Financial Group share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing	• Call 833-451-5718—our menu will prompt you through your choice(s) • Visit us online: http://bit.ly/WFGsConsumerPrivacyInformationRequestPage or e-mailing us at consumerprivacy@willistonfinancial.com • Mail the form below Please note: If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 833-451-5718 or Email consumerprivacy@willistonfinancial.com

Mail-In Form

If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit:	
	☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.	
	☐ Do not allow your affiliates to use my personal information to market to me.	
	☐ Do not share my personal information with nonaffiliates to market their products and services to me.	
	Name	Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68 th Pkwy, #350 Portland, OR 97223
	Address	
	City, State, Zip	
	File Number	

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	We collect your personal information, for example, when you • Apply for insurance • Engage us to provide appraisal, title and escrow services • Give us your contact information • Provide your mortgage information • Show your driver's license We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with a common corporate identity, including those listed below.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Williston Financial Group does not jointly market.
Other important information	
As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:	
Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california	
Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon	