



ITEM FOR ENVIRONMENTAL BOARD AGENDA

BOARD MEETING

DATE REQUESTED: September 19, 2012

NAME, NUMBER &

LOCATIONS OF PROJECTS: TXI HORNSBY BEND WEST
SP-2008-0513D
801-1019 BLOCK OF DUNLAP ROAD

TXI HORNSBY BEND EAST
SP-2008-0515D
4501 N. DUNLAP ROAD

TXI SAND AND GRAVEL OPERATIONS WEBBERVILLE
SP-99-0186D
18601 FM 969, WEBBERVILLE, TX

**NAME OF APPLICANT
OR ORGANIZATION:** TXI Operations, LP (Jim Scaief, 327-9204)
LOCATION:

PROJECT FILING DATE: N/A

**PDR/ENVIRONMENTAL
STAFF:** Brad Jackson, 974-3410
brad.jackson@austintexas.gov

**WPD/
ENV. OFFICER:** Chuck Lesniak, 974-2699
chuck.lesniak@austintexas.gov

WATERSHED: Elm, Decker, Gilleland and Colorado River Watersheds
(Suburban) Desired Development Zone

ORDINANCE: Comprehensive Watershed Ordinance (Current Code)



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE - TNR/FMD

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

December 21, 2011

Mr. Marc Ott
City Manager, City of Austin
P.O. Box 1088
Austin, Texas

RE: Possible Development Agreement For Land Along Gilleland Creek and the Colorado River.

Dear Mr. Ott:

In 2005, the City of Austin, Travis County, the Trust for Public Land, and the U.T. School of Architecture produced the *Travis County Greenprint for Growth* to identify land that is a high priority for public acquisition as open space. The County then developed a strategy to acquire *Greenprint* lands along Onion and Gilleland creeks to create a trail linking existing City, County, and State parks.

The County was negotiating the purchase of *Greenprint* land at the confluence of Gilleland Creek and the Colorado River in 2008 when TXI applied to the City and County for permits to mine land that it owned or was acquiring there. Citing concerns such as increased truck traffic on public roads and dust and noise from mining operations, neighbors opposed the mining. As required by law, the City and County issued the permits because TXI complied with City and County regulations.

The permits covered land that TXI bought from some of the owners the County had been negotiating with, so the County started negotiations anew with TXI. From these discussions has evolved a proposal that would result not only in County acquisition of *Greenprint* land, but also removal of TXI's truck traffic from public roads and creation of buffers to protect neighborhoods from dust and noise.

The County has taken input from stakeholders, including holding a public meeting with them on December 1st. On December 13th, the Commissioners Court determined the proposal is worthy of further consideration and set a public hearing for the Court's January 31, 2012, meeting.

The Court believes that the best vehicle for implementing the proposal would be a development agreement among TXI, the County, and the City because certain City and County regulatory matters would need to be addressed in addition to the County real estate matters. Accordingly, the Court directed me to formally request City management to discuss the proposal

ORDINANCE NO.

AN ORDINANCE GRANTING VARIANCES TO ALLOW CONSTRUCTION OF INTERNAL HAUL ROADS IN THE CRITICAL WATER QUALITY ZONE BY TXI OPERATIONS, LP; ESTABLISHING CONDITIONS FOR THE VARIANCES; ESTABLISHING PROJECT REGULATIONS; AND PROVIDING EXPIRATION AND LIMITATIONS FOR THE VARIANCES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. FINDINGS.

The City Council finds that:

- (A) The properties located at 801-1019 Dunlap Road, 4501 N. Dunlap Road, and 18601 FM 969, subject to Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D, respectively, are currently legally permitted for the mining of sand and gravel by TXI Operations, LP ("TXI").
- (B) TXI will submit site plan applications for sand and gravel mining for the properties described in the attached **EXHIBIT A** not later than 60 days after the effective date of this ordinance.
- (C) TXI and Travis County are negotiating a Development Agreement, the essential elements of which are:
 - (1) TXI will forego the use of public roads except a single crossing of Dunlap Road.
 - (2) TXI will donate certain real property to Travis County for conservation as open space or parkland, and sell certain real property to Travis County to buffer neighborhoods from TXI operations.
 - (3) To buffer neighborhoods from TXI operations, TXI will agree to prohibit mining and industrial uses on property TXI owns now and property TXI may own in the future.
- (D) Three important components of the Agreement are:

- (1) the ability of TXI to construct an internal haul road and/or conveyor to transport mined materials to its processing plant without using public roads, except for a single crossing of Dunlap Road; and
 - (2) the ability of TXI to continue its sand and gravel mining operations on the projects subject to Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D, and
 - (3) the ability of TXI to conduct sand and gravel mining on the properties described in **EXHIBIT A** under the regulations in effect on January 29, 2010.
- (E) Construction of the internal haul road and/or conveyor requires variances from City environmental regulations.
- (F) The City is willing to grant the needed variances for the internal haul road and/or conveyor, subject to specific conditions to mitigate any environmental impact of the variances.
- (G) The City is willing to establish the regulations under which the properties subject to Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D and described in **EXHIBIT A** will continue to operate, and the regulations under which the properties described in **EXHIBIT A** will be reviewed, subject to specific conditions.

PART 2. VARIANCES.

- (A) The variances in this Subsection (A) apply to the construction of internal haul roads and/or conveyor and associated creek crossings on the properties subject to Site Plan Nos. SP2008-0513D, SP2008-0515D, and SP99-0186D. The variances are effective only after TXI has met all the conditions listed in Part 3 of this ordinance.

Subject to the conditions listed in Part 3 of this ordinance, variances are granted from:

- (1) City Code Section 25-8-341 (*Cut Requirements*), to allow cuts to exceed four feet but not to exceed ten feet for construction of the proposed internal haul road and/or conveyor and associated creek crossings;
- (2) City Code Section 25-8-342 (*Fill Requirements*), to allow fill to exceed four feet but not to exceed ten feet for construction of the

9/13/12 DRAFT

proposed internal haul road and/or conveyor and associated creek crossings;

- (3) City Code Section 25-8-392 (*Critical Water Quality Zone*), to allow the proposed internal haul road and/or conveyor to cross Gilleland and Elm Creeks at the three locations shown in the attached **EXHIBIT B**; and
 - (4) City Code Section 25-8-281 (*Critical Environmental Feature*) to allow a reduced setback for wetlands and wetland mitigation as established in this ordinance.
- (B) The variance in this Subsection (B) applies to the sand and gravel mining operations subject to Site Plan Nos. SP2008-0513D, SP2008-0515D, and SP99-0186D and to the sand and gravel mining operations on the properties described in **EXHIBIT A**. The variance is effective only after TXI has met all the conditions listed in Part 3 of this ordinance.

Subject to the conditions listed in Part 3 of this ordinance, a variance is granted from City Code Section 25-5-81 (*Site Plan Expiration*), Subsections (B) and (C) to provide that each site plan expires only if work on each site ceases for a period of one year or more.

- (C) The variance in this Subsection (C) applies to site plan applications for the mining of sand and gravel on the properties described in **EXHIBIT A**. The variance is effective only after TXI has met all the conditions listed in Part 3 of this ordinance.

Subject to the conditions listed in Part 3 of this ordinance, a variance is granted from City Code Section 25-1-533 (*General Rules*) to allow the applications to comply with the regulations in effect on January 29, 2010 rather than the regulations in effect on the date the application is filed. This variance does not apply to regulations exempt from Texas Local Government Code Chapter 245 (*Issuance of Local Permits*).

PART 3. VARIANCE CONDITIONS.

- (A) Compliance with the conditions listed in this Subsection (A) shall be determined by the director of the Watershed Protection Department and the director of the Planning and Development Review Department based on site plan revisions filed by TXI. The site plan revisions filed by TXI shall include notes requiring ongoing compliance with the listed conditions.

(1) Haul Road and/or Conveyor

Plans filed by TXI shall demonstrate:

- (a) Erosion and sedimentation controls ("ESC") shall be installed at each creek crossing to remove sediment from road runoff in accordance with the City of Austin Environmental Criteria Manual ("ECM").
- (b) The 2-year storm shall be used as the minimum storm for ESC design.
- (c) All berms and other ESC shall be placed to avoid trees, and may not be placed within the critical root zones of trees.

(2) Critical Water Quality Zone:

Plans filed by TXI shall demonstrate:

- (a) Maximum use of ESC per the ECM Section 1.4, with a focus on prevention of erosion of disturbed soils using site management and prevention techniques including but not limited to maximizing phasing, placing stockpiles outside of the floodway, providing temporary stabilization within 14 days, diverting flows around work areas, and placing controls in layers where appropriate.
- (b) The limits of construction shall exclude the critical water quality zone, to the maximum extent feasible.

(3) Bridge Crossing over Gilleland Creek:

Plans filed by TXI shall demonstrate:

- (a) Stream channel bed and bank stability, using HEC/RAS modeling with creek at range of flows up to 100 year storm and Colorado River at base flow conditions.
- (b) Approaches to bridge (paved and unpaved) shall be designed to withstand 100 year storm.
- (c) The bridge and its paved approaches have curbs directing all stormwater to sedimentation basins.
- (d) The road is graded to drain to sedimentation basins.
- (e) The ESC have sediment basins or traps per ECM Section 1.4.5(K) or (L) to remove sediment prior to discharge to vegetated areas.
- (f) Basins and traps are able to be easily maintained and applicant shall clean the basins and traps when sediment reaches either 50% of design depth or 1 foot, whichever occurs sooner.
- (g) Discharges from basins or traps shall be dispersed to vegetated areas using a level spreader and shall be designed to eliminate the possibility of erosive flows.
- (h) A schedule for periodic street cleaning of the internal haul roads and regular ESC maintenance plan.

(4) At-Grade Crossings over Elm Creek:

Plans filed by TXI shall demonstrate:

- (a) Appropriate armoring and anchoring of at-grade crossing for stability and to prevent scour of channel at base flow and up to 100-year storm.

- (b) Approaches to at-grade crossing (paved and unpaved) shall be designed to withstand 100-year storm.
 - (c) Roadside channels on each side of the road down slope to the at-grade crossing shall constitute a series of gentle drops ("broken backs") and flow shall be designed to eliminate the possibility of erosive flows.
 - (d) Berms shall be composed of compacted earth and vegetated with sod and shall be designed as sedimentation basin or traps per ECM Section 1.4.4.B.1, Section 1.4.4.B.2, and Section 1.4.5(K) or (L).
 - (e) Berms shall be designed to be stable and permanent in flows up to the 100-year storm.
 - (f) All berms and other ESC shall be placed to minimize the effect on trees.
 - (g) Quantification of performance for TSS removal per ECM Section 1.4.4.B.1, Section 1.4.4.B.2, and Section 1.4.5.K.
 - (h) Mulch logs shall be used instead of silt fence outside of berms during construction and shall be removed after construction is complete.
 - (i) A schedule for periodic street cleaning of the internal haul roads and regular ESC maintenance plan.
- (5) Conveyor:

Plans filed by TXI shall demonstrate that any mechanical material transport at any stream crossing shall be placed above the elevation of the 100-year, 24-hour storm and shall have sufficient containment to prevent discharge of materials into or adjacent to streams. This condition shall be included as a plan note on the submitted site plan revision.

(6) Wetland Protection:

Plans filed by TXI shall demonstrate:

- (a) The limits of construction shall exclude Critical Environmental Feature (CEF) setbacks to the maximum extent feasible.
- (b) All CEFs and approved CEF setbacks shall be shown on the plan sheet, including those within the ordinary high water mark of Gilleland Creek. A note may be made on the plan sheet that CEF details may be modified only upon approval by the director of the Watershed Protection Department or designee.
- (c) A Restrictive Covenant, approved by the City Attorney or designee, executed by TXI, and filed of record in the Real Property Records of Travis County, Texas, shall restrict from development and ensure that the mitigation area more particularly described in the attached **EXHIBIT C** remains undisturbed and in its natural state in perpetuity.

(7) Additional Environmental Conditions:

- (a) TXI shall not use fertilizers, pesticides, or herbicides within the flood plain.
- (b) TXI shall revegetate all disturbed areas within the Critical Water Quality Zone in accordance with City Standard Specification Series 600, item 609S (*Native Grassland Seeding and Planting for Erosion Control*) including rooted plantings, seeding, soil type and depth, and temporary irrigation. Species selection shall be based on site specific species, and must be approved in advance by the City.
- (c) TXI shall be required to post fiscal security and provide temporary irrigation as required under the Austin City Code.

(8) Additional Conditions:

- (a) TXI shall file site plan applications for the mining of sand and gravel on the properties described in **EXHIBIT A** not later than 60 days after the effective date of this ordinance.

- (b) TXI shall diligently pursue completion of the site work on the sand and gravel mining operations on the properties described in **EXHIBIT A**.
 - (c) TXI shall diligently pursue completion of the site work on the sand and gravel mining operations subject to Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D.
- (B) Compliance with the conditions listed in this Subsection (B) shall be determined by the City Attorney based on documents provided by Travis County and TXI.
 - (1) Agreement:

A Development Agreement between Travis County and TXI regarding the development of the properties subject to City Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D, and the development of the properties described in **EXHIBIT A** has been executed and recorded in the Real Property Records of Travis County, Texas.
 - (2) Escrow:

TXI and Travis County have placed in escrow all items required to be escrowed under the Development Agreement.

PART 4. EXPIRATION; LIMITATION.

- (A) The variances granted in Part 2 (A) of this ordinance expire upon the expiration of City Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D.
- (B) The variance granted in Part 2 (C) of this ordinance expires:
 - (a) 60 days after the effective date of this ordinance if sand and gravel mining site plan applications have not been filed for the properties described in **EXHIBIT A**; or
 - (b) upon expiration of the sand and gravel mining site plans for the properties described in **EXHIBIT A**, whichever is earlier.
- (C) The variances granted in this ordinance do not apply to any use other than sand and gravel mining.

(D) Development applications filed for uses other than sand and gravel mining on the properties subject to this ordinance must comply with the regulations in effect at the time of application.

PART 6. The requirements imposed by City Code Section 25-8-41 (*Land Use Commission Variances*) regarding the processing and granting of variances is hereby waived for the variances granted in this Ordinance.

PASSED AND APPROVED

ssss

_____, 2012

APPROVED: _____
Karen Kennard
City Attorney

ATTEST: _____
Shirley A. Gentry
City Clerk

9/13/12 DRAFT

**AN ORDINANCE GRANTING VARIANCES FOR SPECIFIC PROJECTS OF
TXI OPERATIONS, LP FROM CERTAIN REGULATIONS**

EXHIBIT A

**DESCRIPTION OF PROPERTIES TO FILE SITE PLANS
FOR SAND AND GRAVEL MINING**

9/13/12 DRAFT

**AN ORDINANCE GRANTING VARIANCES FOR SPECIFIC PROJECTS OF
TXI OPERATIONS, LP FROM CERTAIN REGULATIONS**

EXHIBIT B

LOCATION OF CREEK CROSSINGS

9/13/12 DRAFT

**AN ORDINANCE GRANTING VARIANCES FOR SPECIFIC PROJECTS OF
TXI OPERATIONS, LP FROM CERTAIN REGULATIONS**

EXHIBIT C .

DESCRIPTION OF WETLAND MITIGATION AREA

ROADWAY IMPROVEMENT AGREEMENT

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This Agreement is made and entered into by and between Travis County, Texas (the "COUNTY"), and TXI Operations, LP. (hereinafter "the APPLICANT" or "TXI"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, Dunlap Road, Taylor Lane, and Burleson Manor Road are roads accepted by the COUNTY for maintenance;

WHEREAS, FM 969 is a roadway that is maintained by the Texas Department of Transportation ("TxDOT");

WHEREAS, the APPLICANT has applied for Site Development TNR Permit Nos. 08-2430 and 08-2431 and plans to construct and operate certain facilities (the "Private Improvements") on seven tracts of land totaling approximately 1,973 acres, being more particularly described in Exhibit A, attached hereto (collectively, the "Property");

WHEREAS, the APPLICANT has applied for driveway permits to construct and operate three driveways in the right-of-way of Dunlap Road adjoining the Property to provide access to and from Dunlap Road (the "Driveways");

WHEREAS, construction and operation of the Private Improvements will create a level of truck traffic on Dunlap Road, Taylor Lane, Burleson Manor Road, and FM 969 that is greater than that which these roads are designed and constructed to withstand;

WHEREAS, the COUNTY intends to issue TNR Development Permit Nos. 08-2430 and 08-2431 only on the condition that the APPLICANT will mitigate the impact of that traffic on Dunlap Road, Taylor Lane, Burleson Manor Road, and FM 969 by contributing towards the construction, operation, and maintenance of certain roadway improvements to those portions of Dunlap Road, Taylor Lane, Burleson Manor Road, and FM 969 that will be affected by the truck traffic generated by the Private Improvements (the "Public Improvements");

WHEREAS, the Parties agree that the APPLICANT's funding of the Public Improvements described herein for Dunlap Road, Taylor Lane, Burleson Manor Road, and FM 969 would mitigate impacts to Dunlap Road, Taylor Lane, Burleson Manor Road, and FM 969 to an extent that is roughly proportional to the amount of truck traffic attributable to construction and operation of the Private Improvements;

NOW, THEREFORE, the COUNTY and the APPLICANT in consideration of the above stated premises and other good and valuable consideration, agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title, and interest of the COUNTY in and to Dunlap Road, Taylor Lane, Burleson Manor Road, and FM 969 and to the right-of-way of Dunlap Road adjoining the Property, the COUNTY grants to the APPLICANT a license to construct, maintain, and repair the Public Improvements and to construct, maintain, and repair the Driveways within the Dunlap Road Right of Way ("the Licensed Property").

II. Consideration

The COUNTY and the APPLICANT each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

- A. The agreement by the APPLICANT to fund the Public Improvements in accordance with the schedule and requirements outlined in Exhibit B, attached hereto and incorporated herein.
- B. The agreement by the COUNTY to grant the foregoing license and issue the Permit.

III. County's Rights to Licensed Property

A. The license granted by this Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, expand, improve, and renew any public utility facilities, franchised public facilities, drainage facility, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Private Improvements on the Licensed Property. Except in cases of imminent threat to public health or safety, the COUNTY shall provide the APPLICANT notice of any such act it intends to take in the exercise of above-described rights that will physically affect the Private Improvements.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE TO THE APPLICANT, TO INSPECT THE DRIVEWAY IMPROVEMENTS AND THE PUBLIC IMPROVEMENTS.

IV. Conditions

A. The APPLICANT agrees that all construction, maintenance and repair permitted within the Licensed Property shall be done in compliance with all applicable local, state, and federal construction, traffic, and safety ordinances, laws, and regulations then in effect. The APPLICANT shall maintain any Private Improvements within the Licensed Property in a good and safe condition at the APPLICANT's sole expense.

B. The APPLICANT shall provide the COUNTY or TxDOT as applicable) with fiscal surety acceptable to the COUNTY or TxDOT (the "Fiscal Surety") to secure the performance of APPLICANT's obligation to fund construction of the Public Improvements in accordance with the schedule and requirements in Exhibit B, attached hereto and incorporated herein. The Fiscal Surety shall be in a form and from a financial institution acceptable to TxDOT or the COUNTY, as applicable. Except as otherwise provided herein, the APPLICANT shall renew the Fiscal Surety no less frequently than annually or such other frequency acceptable to the COUNTY or TxDOT until the maintenance obligations as outlined in Exhibit B are met. The amount of any Fiscal Surety escrowed with the COUNTY shall be indexed annually according to the Oil Price Information Service ("OPIS") benchmark for oil prices and may be increased or decreased annually based upon such benchmark. At least 60 days prior to annual renewal of the Fiscal Surety, COUNTY agrees to provide the APPLICANT written notice of the amount of Fiscal Surety required to be renewed and escrowed with the COUNTY, together with an explanation of how the OPIS benchmark for fuel prices has affected the amount of Fiscal Surety required to be renewed. The COUNTY may draw on the Fiscal Surety if (i) the APPLICANT fails to renew the Fiscal Surety at least 30 days prior to its expiration, or (ii) the APPLICANT fails after the time period set out in Section V below either to provide satisfactory assurance that the default will be cured, or to subsequently cure the default. Partial draws are allowed and the total amount of the Fiscal Surety shall be reduced by the amount of any draw, and by the amount of any payment by the APPLICANT hereunder. In no event shall the APPLICANT be liable for funding or otherwise escrowing with the COUNTY an amount in excess of the amounts necessary for the improvements specified in Exhibit B or such amount as adjusted annually by the above-referenced OPIS benchmark. Nothing herein shall prohibit the Parties from agreeing to alternative means of assuring construction of the Public Improvements to meet the schedule and requirements provided in Exhibit B.

C. If another owner of property develops property in a way that creates additional traffic on the Public Improvements, the COUNTY shall, to the extent legally permissible, condition COUNTY approval of such development on such other owner of property funding construction, operation, and maintenance of the Public Improvements set out in Exhibit B to mitigate the APPLICANT's share of traffic impacts on Dunlap Road, Taylor Lane, Burleson Manor Road, and FM 969. The COUNTY shall reduce the APPLICANT's funding obligations under this Agreement so as to equate the remaining funding obligations of each owner to the level of traffic impacts that each generates. In the event the APPLICANT secures alternative access rights through adjacent property than the Licensed Property such that the impact of truck traffic from the Private

Improvements on Dunlap Road, Taylor Lane, Burleson Manor Road, and FM 969 is reduced from that which is currently projected, the Parties hereto agree that the amount of Fiscal Surety required to be maintained by the APPLICANT with the COUNTY shall be reduced accordingly. The APPLICANT agrees to provide the COUNTY satisfactory evidence of such reduced impact on Dunlap Road, Taylor Lane, Burleson Manor Road, and FM 969. The Parties acknowledge that the APPLICANT may also seek reduction or elimination of any fiscal surety posted with TxDOT in the event alternative access rights are secured.

D. In the interim period(s) between the effective date of this Agreement and the completion of the work activities described in Exhibit B, the COUNTY agrees to perform pavement repairs/pothole repairs on the Public Improvements on an as-needed basis. Such repairs shall be at the COUNTY'S sole cost and expense and shall not be paid for from the Fiscal Surety escrowed by the APPLICANT. The APPLICANT agrees to notify the COUNTY of the need for such pavement/pothole repairs and the COUNTY agrees to use its best efforts to perform such repairs within thirty (30) days of notice from the APPLICANT.

E. The COUNTY shall refund to the APPLICANT any and all of the Fiscal Surety that remains unexpended after 2032, or earlier pursuant to Section IV.C. herein or if the Parties hereto otherwise agree.

F. The APPLICANT shall require each contractor who works on the Licensed Property to execute a Contractor's Liability Agreement in the form required by the County.

V. Default

In the event that the APPLICANT fails to comply with any requirement of this Agreement, then the COUNTY shall give the APPLICANT written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The APPLICANT shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the APPLICANT does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option and without limiting any other remedy available to the COUNTY, draw on the total amount of the Fiscal Surety and thereafter use such funds to satisfy APPLICANT's obligations hereunder. Notwithstanding the foregoing, if the APPLICANT does not renew the Fiscal Surety at least 30 days prior to its expiration, the COUNTY may draw on it without providing the aforementioned notice and opportunity to cure.

VI. Commencement; Termination

This Agreement shall begin on the date TNR Permit Nos. 08-2430 and 08-2431 are issued and shall continue until the obligations of the APPLICANT as set forth herein

have been completed or unless earlier terminated as provided herein. In the event TXI withdraws the Permits before transporting any mined materials using Dunlap Road or any other public roadways, this Agreement shall terminate upon delivery of written notice to the County from TXI. If after the effective date of this Agreement TXI desires to pursue an alternative delivery method that does not involve transporting mined materials on any public roadways, TXI shall request permit revisions to address such changes. Upon approval of such permit revisions, including any conditions or agreements required by the County, this Agreement shall terminate.

VII. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party.

VIII. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

IX. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

X. Site Development TNR Permit Nos. 08-2430 and 08-2431

This Agreement and all of the covenants herein shall run with Site Development TNR Permit Nos. 08-2430 and 08-2431; therefore, the conditions set forth herein shall inure to and bind each Party's successors and assigns and this Agreement shall be filed in the Official Public Records of Travis County, Texas.

XI. Assignment

The APPLICANT shall not assign, sublet, or transfer its interest in this Agreement to any person or entity other than a succeeding owner of the APPLICANT without the written consent of the COUNTY, which consent will not be unreasonably denied, delayed, or conditioned. If such consent is granted, it shall then be the duty of the APPLICANT, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the APPLICANT's rights in this Agreement, and such notice shall include the name, address, contact person, and the date of the assignment.

XII. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

TXI OPERATIONS, LP, a Texas limited partnership
c/o Mr. Stephen England
1341 West Mockingbird Lane
Dallas, Texas 75247
(972) 647-6759

COPY TO:

Henry H. Gilmore
DuBois, Bryant & Campbell, LLP
700 Lavaca, Ste. 1300
Austin, Texas 78701

COUNTY:

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.2293

XIII. Severability

The provisions of this Agreement shall be deemed independent and severable, and the invalidity of any provisions or portion thereof shall not affect the validity or enforceability of the remainder of this Agreement.

XIV. Entire Agreement

This Agreement and the exhibits attached hereto contain all the representations and the entire agreement between the Parties. Any prior correspondence, memoranda, or agreements are superseded in total by this Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the COUNTY and the APPLICANT. IT IS EXPRESSLY ACKNOWLEDGED BY THE APPLICANT THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

XV. Annexation by the City

If the total area within the Licensed Property is annexed for full purposes by an incorporated municipality (the "CITY"), then the COUNTY may assign this Agreement to the CITY, and all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean the equivalent officer of the CITY, and all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

XVI. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

EXECUTED AS OF THE DATES SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe
Samuel T. Biscoe
County Judge
Date: 2-26-10

TXI OPERATIONS, LP, a Texas limited partnership

By: Barry M. Bone
Its: VICE PRESIDENT REAL ESTATE
Date: 1-28-10

THE STATE OF TEXAS

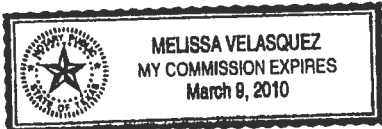
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this, the 26 day of February 2010, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.



Notary Public in and for the State of Texas

Melissa Velasquez

THE STATE OF TEXAS

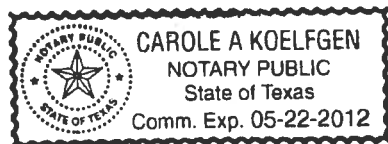
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COUNTY OF Travis

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This instrument was acknowledged before me on this the 28th day of January 2010, by Barry M. Bone in his capacity as Vice President of TXI Operations, LP, on behalf of said limited partnership.



Notary Public in and for the State of Texas

Carole A. Koelfgen

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

TXI Hornsby Bend East—Part of Tract 1 (693.307 acres)

FIELD NOTES

TRACT 1

BEING a tract or parcel of land situated in Travis County, Texas, in the James Gilleland League Survey # 13 Abstract # 12 and the Thomas Toulson League # 12, Abstract # 23, and being part of that tract of land described in a Partiton Deed recorded in Volume 11686, Page 684, Real Property Records of Travis County, Texas; and being more particularly described as follows:

POINT OF BEGINNING at point in the easterly ROW of Dunlap Road (50' ROW) near it's intersection with Hunters Bend Road (50' ROW), from which bears at North 27°25'26" East, a distance of 30.00 feet a 1" iron rod found in easterly ROW of Dunlap Road and on the northerly line of a 60.00 foot ingress and egress access easement described in said Partiton Deed.

THENCE South 62°21'55" East a distance of 4639.44 feet to a 1 inch iron found for corner;

THENCE North 27°37'58" East a distance of 3927.58 feet to a point for corner in the approximate centerline of Elm Branch;

THENCE with the approximate centerline of Elm Branch with the following calls;

North 78°07'12" East a distance of 51.89 feet to a point for corner;
South 80°36'48" East a distance of 124.83 feet to a point for corner;
North 08°19'12" East a distance of 60.69 feet to a point for corner;
North 80°13'12" East a distance of 202.39 feet to a point for corner;
South 69°39'48" East a distance of 162.03 feet to a point for corner;
South 59°56'48" East a distance of 113.81 feet to a point for corner;
South 50°04'48" East a distance of 95.44 feet to a point for corner;
South 44°51'48" East a distance of 231.39 feet to a point for corner;
South 50°08'48" East a distance of 249.61 feet to a point for corner;
South 72°34'48" East a distance of 301.06 feet to a point for corner;
South 07°13'33" East a distance of 126.51 feet to a point for corner in the approximate centerline intersection of Elm Branch and Gilleland Creek;

THENCE with the approximate centerline of Gilleland Creek with the following calls;

South 81°38'05" West a distance of 92.15 feet to a point for corner;
South 72°07'46" West a distance of 87.42 feet to a point for corner;
South 66°21'43" West a distance of 138.83 feet to a point for corner;
South 71°19'41" West a distance of 167.54 feet to a point for corner;
South 64°22'50" West a distance of 49.64 feet to a point for corner;
South 27°40'32" West a distance of 51.58 feet to a point for corner;
South 20°31'51" East a distance of 57.20 feet to a point for corner;
South 27°00'12" East a distance of 121.62 feet to a point for corner;
South 42°55'05" East a distance of 177.12 feet to a point for corner;
South 64°54'15" East a distance of 37.91 feet to a point for corner;
North 84°23'42" East a distance of 70.65 feet to a point for corner;
North 78°06'31" East a distance of 159.40 feet to a point for corner;
South 60°54'27" East a distance of 77.59 feet to a point for corner;
South 02°35'51" East a distance of 47.20 feet to a point for corner;
South 22°49'16" East a distance of 149.75 feet to a point for corner;
South 16°50'03" East a distance of 200.68 feet to a point for corner;
South 10°24'43" East a distance of 239.47 feet to a point for corner;
South 29°20'25" East a distance of 45.76 feet to a point for corner;
South 38°01'21" East a distance of 67.54 feet to a point for corner;
South 49°27'13" East a distance of 111.95 feet to a point for corner;
South 77°46'49" East a distance of 62.88 feet to a point for corner;

South 64°17'33" East a distance of 74.37 feet to a point for corner;
 South 32°11'53" East a distance of 121.33 feet to a point for corner;
 South 21°07'51" East a distance of 119.68 feet to a point for corner;
 South 21°07'41" East a distance of 50.90 feet to a point for corner;
 South 28°36'36" East a distance of 129.79 feet to a point for corner;
 South 24°30'51" East a distance of 507.74 feet to a point for corner;
 South 21°01'07" East a distance of 85.59 feet to a point for corner;
 South 19°05'44" East a distance of 185.93 feet to a point for corner;
 South 10°04'19" East a distance of 164.05 feet to a point for corner;
 South 02°32'12" East a distance of 101.23 feet to a point for corner;
 South 17°41'10" East a distance of 145.99 feet to a point for corner;
 South 27°20'55" East a distance of 170.45 feet to a point for corner;
 South 36°22'55" East a distance of 173.57 feet to a point for corner;
 South 44°52'14" East a distance of 74.35 feet to a point for corner;
 South 61°12'22" East a distance of 167.33 feet to a point for corner;
 South 56°18'59" East a distance of 52.49 feet to a point for corner;
 South 63°54'18" East a distance of 84.34 feet to a point for corner;
 South 35°48'19" East a distance of 135.08 feet to a point for corner;
 South 25°08'02" East a distance of 99.71 feet to a point for corner in the mouth of Gilleland Creek
 with the northwest line of the low bank of the Colorado River;

THENCE with the meanders of the present low bank of the northwest and west line of the Colorado
 River with the following calls;

South 19°21'42" East a distance of 71.32 feet to a point for corner;
 South 42°04'50" West a distance of 207.75 feet to a point for corner;
 South 35°29'01" West a distance of 115.98 feet to a point for corner;
 North 88°45'35" West a distance of 50.41 feet to a point for corner;
 South 59°00'55" West a distance of 108.72 feet to a point for corner;
 South 52°57'17" West a distance of 171.95 feet to a point for corner;
 South 45°08'34" West a distance of 112.78 feet to a point for corner;
 South 38°31'42" West a distance of 84.34 feet to a point for corner;
 South 53°30'44" West a distance of 77.59 feet to a point for corner;
 South 33°27'49" West a distance of 95.82 feet to a point for corner;
 South 36°05'46" West a distance of 71.69 feet to a point for corner;
 South 26°26'51" West a distance of 89.34 feet to a point for corner;
 South 14°58'15" West a distance of 185.39 feet to a point for corner;
 South 33°20'04" West a distance of 56.19 feet to a point for corner;
 South 40°31'46" West a distance of 69.06 feet to a point for corner;
 South 46°10'14" West a distance of 52.81 feet to a point for corner;
 South 50°02'14" West a distance of 46.15 feet to a point for corner;
 South 62°39'36" West a distance of 116.01 feet to a point for corner;
 North 75°32'07" West a distance of 32.01 feet to a point for corner;
 South 77°04'23" West a distance of 48.45 feet to a point for corner;
 South 68°49'49" West a distance of 104.68 feet to a point for corner;
 South 53°19'21" West a distance of 150.04 feet to a point for corner;
 South 68°23'11" West a distance of 67.75 feet to a point for corner;
 South 46°18'00" West a distance of 103.75 feet to a point for corner;
 South 29°21'26" West a distance of 132.35 feet to a point for corner;
 South 11°13'54" West a distance of 87.41 feet to a point for corner;
 South 42°38'09" West a distance of 30.15 feet to a point for corner;
 South 54°05'45" West a distance of 168.09 feet to a point for corner;
 South 46°15'33" East a distance of 37.53 feet to a point for corner;
 South 71°19'38" West a distance of 48.40 feet to a point for corner;
 South 22°30'50" West a distance of 49.97 feet to a point for corner;
 South 50°18'48" East a distance of 275.28 feet to a point for corner;

South 33°37'28" East a distance of 432.73 feet to a point for corner;
South 05°13'49" West a distance of 201.12 feet to a point for corner;
South 16°24'59" West a distance of 112.26 feet to a point for corner;
South 23°28'27" West a distance of 135.60 feet to a point for corner;
South 44°10'53" West a distance of 160.29 feet to a point for corner;
South 48°34'42" West a distance of 210.91 feet to a point for corner;
South 50°26'57" West a distance of 95.33 feet to a point for corner;
South 66°06'43" West a distance of 106.63 feet to a 5/8 inch iron rod set for corner;

THENCE departing said low bank of the Colorado River, North 62°23'14" West a distance of 3813.97 feet to a 5/8 inch iron rod set for corner;

THENCE North 27°33'46" East a distance of 463.89 feet to a nail set in tree for corner;

THENCE North 62°34'14" West a distance of 5233.06 feet to a 1/2 inch iron rod found for corner;

THENCE North 26°13'39" East a distance of 43.90 feet to a 5/8 inch iron rod set for corner;

THENCE North 27°58'05" East a distance of 1333.61 feet to a 5/8 inch iron rod set for corner;

THENCE North 27°48'03" East a distance of 307.14 feet to the POINT OF BEGINNING and containing 693.307 acres of land, more or less.

TXI Hornsby Bend East--Part of Tract 1 (27.407 acres)

FIELD NOTES ISLAND NO. 1

BEING a tract or parcel of land situated in Travis County, Texas, in the James Gilleland League Survey # 13 Abstract # 12 and the Thomas Toulson League # 12, Abstract # 23, and being part of that tract of land described in a Partition Deed recorded in Volume 11686, Page 684, Real Property Records of Travis County, Texas; and being more particularly described as follows:

POINT OF BEGINNING at point in the easterly side of the Colorado River, from which the mouth of Gilleland Creek bears at North 21°24'46" East, a distance of 444.09 feet.

THENCE South 00°09'13" East a distance of 135.77 feet to a point for corner;

THENCE South 27°46'58" West a distance of 183.31 feet to a point for corner;

THENCE South 34°32'54" West a distance of 141.27 feet to a point for corner;

THENCE South 17°00'23" West a distance of 342.92 feet to a point for corner;

THENCE South 05°53'51" West a distance of 370.50 feet to a point for corner;

THENCE South 14°44'03" East a distance of 129.60 feet to a point for corner;

THENCE South 37°31'11" East a distance of 398.99 feet to a point for corner;

THENCE South 14°20'06" West a distance of 205.49 feet to a point for corner;

THENCE South 37°39'15" West a distance of 232.44 feet to a point for corner;

THENCE South 69°53'15" West a distance of 185.23 feet to a point for corner;

THENCE South 83°46'09" West a distance of 129.51 feet to a point for corner;

THENCE South 60°38'16" West a distance of 209.89 feet to a point for corner;

THENCE South 56°06'09" West a distance of 446.65 feet to a point for corner;

THENCE North 89°46'50" West a distance of 48.28 feet to a point for corner;

THENCE North 11°49'13" East a distance of 52.37 feet to a point for corner;

THENCE North 30°10'07" East a distance of 229.00 feet to a point for corner;

THENCE North 13°44'47" East a distance of 305.30 feet to a point for corner;

THENCE North 22°59'36" West a distance of 250.49 feet to a point for corner;

THENCE North 13°23'11" East a distance of 100.46 feet to a point for corner;

THENCE North 10°58'35" West a distance of 107.69 feet to a point for corner;

THENCE North 30°34'14" West a distance of 55.79 feet to a point for corner;

THENCE North 11°27'49" West a distance of 109.36 feet to a point for corner;

THENCE North 08°23'24" East a distance of 175.69 feet to a point for corner;
THENCE North 31°44'25" East a distance of 80.85 feet to a point for corner;
THENCE North 54°39'01" East a distance of 73.01 feet to a point for corner;
THENCE North 73°42'39" East a distance of 201.14 feet to a point for corner;
THENCE South 67°34'46" East a distance of 91.70 feet to a point for corner;
THENCE North 82°45'41" East a distance of 46.55 feet to a point for corner;
THENCE North 34°47'08" East a distance of 67.69 feet to a point for corner;
THENCE North 10°47'06" East a distance of 145.79 feet to a point for corner;
THENCE North 41°38'03" East a distance of 109.39 feet to a point for corner;
THENCE North 34°33'57" East a distance of 79.22 feet to a point for corner;
THENCE North 15°00'41" East a distance of 199.53 feet to a point for corner;
THENCE North 30°28'08" East a distance of 101.59 feet to a point for corner;
THENCE North 14°52'40" East a distance of 68.21 feet to a point for corner;
THENCE North 47°57'27" East a distance of 189.49 feet to a point for corner;
THENCE North 89°56'11" East a distance of 68.46 feet to a point for corner;
THENCE North 66°07'55" East a distance of 66.71 feet to a point for corner;
THENCE North 32°24'38" East a distance of 85.44 feet to the POINT OF BEGINNING and containing 27.407 acres of land, more or less.

TXI Hornsby Bend East—Part of Tract 1 (0.615 acres)

**FIELD NOTES
ISLAND NO. 2**

BEING a tract or parcel of land situated in Travis County, Texas, in the James Gilleland League Survey # 13 Abstract # 12 and the Thomas Toulson League # 12, Abstract # 23, and being part of that tract of land described in a Partition Deed recorded in Volume 11686, Page 684, Real Property Records of Travis County, Texas; and being more particularly described as follows:

POINT OF BEGINNING at point in the easterly side of the Colorado River, from which the mouth of Gilleland Creek bears at North 37°55'20" East, a distance of 853.40 feet.

THENCE South 24°59'55" West a distance of 181.90 feet to a point for corner;

THENCE South 21°52'32" West a distance of 99.88 feet to a point for corner;

THENCE South 21°39'43" West a distance of 117.05 feet to a point for corner;

THENCE South 43°53'47" West a distance of 81.69 feet to a point for corner;

THENCE South 19°12'47" West a distance of 110.47 feet to a point for corner;

THENCE South 22°05'22" West a distance of 91.36 feet to a point for corner;

THENCE South 88°47'56" West a distance of 40.31 feet to a point for corner;

THENCE North 30°35'16" West a distance of 45.48 feet to a point for corner;

THENCE North 36°31'24" East a distance of 194.74 feet to a point for corner;

THENCE North 21°33'12" East a distance of 112.46 feet to a point for corner;

THENCE North 23°09'07" East a distance of 131.81 feet to a point for corner;

THENCE North 33°38'23" East a distance of 148.11 feet to a point for corner;

THENCE North 39°03'06" East a distance of 90.46 feet to the POINT OF BEGINNING and containing 0.615 acres of land, more or less.

TXI Hornsby Bend East Tract 2 (466.077 acres)

FIELD NOTES TRACT 2

BEING a tract or parcel of land situated in Travis County, Texas, in the James Gilleland League Survey # 13 Abstract # 12, and being part of that tract of land described to Hackett Properties, LTD. in a Contribution Deed recorded in County Clerk's File Number 2004045297, Official Public Records of Travis County, Texas, and being more particularly described as follows:

POINT OF BEGINNING at 1" pipe found in the easterly ROW of Dunlap Road (50' ROW) near it's intersection with Hunters Bend Road (50' ROW), from which bears at North 27°24'05" East, a distance of 30.00 feet a 1" iron rod found in easterly ROW of Dunlap Road and on the northerly line of a 60.00 foot ingress and egress access easement described in a Partition Deed recorded in Volume 11686, Page 684, Real Property Records, of Travis County Texas.

THENCE North 27°44'05" East, a distance of 156.72 feet to a 5/8-inch iron rod set with yellow cap stamped "Cotton Surveying Company" (hereinafter referred to as 5/8-inch iron rod set) for corner;

THENCE North 27°47'18" East, a distance of 2451.60 feet to a 5/8-inch iron rod set for corner;

THENCE South 62°52'52" East, a distance of 2274.02 feet to a 1/2-inch iron pipe found for corner;

THENCE North 27°06'11" East, a distance of 295.95 feet to a 1/2-inch iron pipe found for corner;

THENCE South 63°06'18" East, a distance of 293.64 feet to a 1/2-inch iron rod found for corner;

THENCE North 27°36'08" East, a distance of 738.61 feet to a nail in concrete found for corner;

THENCE North 11°47'23" East, a distance of 201.51 feet passing a nail in concrete found, in all 302.55 feet to a point for corner in the approximate centerline intersection of Decker Creek with the following calls;

North 87°07'05" East, a distance of 36.40 feet to a point for corner;
North 46°49'05" East, a distance of 99.08 feet to a point for corner;
North 37°12'05" East, a distance of 102.42 feet to a point for corner;
North 24°34'55" West, a distance of 71.22 feet to a point for corner;
North 10°24'05" East, a distance of 57.28 feet to a point for corner;
North 18°59'55" West, a distance of 106.02 feet to a point for corner;
North 02°59'05" East, a distance of 72.47 feet to a point for corner;
North 17°59'05" East, a distance of 111.72 feet to a point for corner;
North 62°34'05" East, a distance of 18.97 feet to a point for corner;
North 02°43'55" West, a distance of 76.33 feet to a point for corner;
North 78°56'05" East, a distance of 77.97 feet to a point for corner;
North 26°11'05" East, a distance of 70.36 feet to a point for corner;
North 78°32'05" East, a distance of 218.69 feet to a point for corner;
North 68°39'05" East, a distance of 122.86 feet to a point for corner;
North 62°27'05" East, a distance of 83.61 feet to a point for corner;
South 71°30'55" East, a distance of 96.67 feet to a point for corner;
North 78°48'05" East, a distance of 29.28 feet to a point for corner;
South 73°50'55" East, a distance of 74.39 feet to a point for corner;
North 82°22'05" East, a distance of 101.58 feet to a point for corner;
South 81°04'55" East, a distance of 59.67 feet to a point for corner;
North 57°49'05" East, a distance of 190.17 feet to a point for corner;
North 87°19'05" East, a distance of 62.50 feet to a point for corner;
South 70°20'55" East, a distance of 179.78 feet to a point for corner;
South 58°07'55" East, a distance of 151.44 feet to a point for corner;
South 64°07'55" East, a distance of 169.39 feet to a point for corner;

South 76°29'55" East, a distance of 137.78 feet to a point for corner;
North 58°56'05" East, a distance of 41.88 feet to a point for corner in the approximate centerline intersection of Decker Creek and with the approximate centerline of Gilleland Creek;

THENCE with the approximate centerline of Gilleland Creek with the following calls;

South 07°46'02" West, a distance of 57.83 feet to a point for corner;
South 34°19'48" West, a distance of 307.41 feet to a point for corner;
South 12°03'14" West, a distance of 173.31 feet to a point for corner;
South 01°27'16" East, a distance of 55.36 feet to a point for corner;
South 13°25'49" East, a distance of 105.53 feet to a point for corner;
South 73°39'31" East, a distance of 189.61 feet to a point for corner;
South 75°51'02" East, a distance of 141.20 feet to a point for corner;
North 81°58'50" East, a distance of 84.74 feet to a point for corner;
South 62°55'00" East, a distance of 32.67 feet to a point for corner;
North 44°45'11" East, a distance of 55.41 feet to a point for corner;
North 23°34'39" East, a distance of 32.77 feet to a point for corner;
North 04°34'16" West, a distance of 31.57 feet to a point for corner;
North 20°00'42" East, a distance of 129.64 feet to a point for corner;
North 37°27'55" East, a distance of 92.08 feet to a point for corner;
North 57°11'51" East, a distance of 102.51 feet to a point for corner;
North 75°33'09" East, a distance of 124.24 feet to a point for corner;
North 89°41'57" East, a distance of 46.42 feet to a point for corner;
South 73°48'53" East, a distance of 157.22 feet to a point for corner;
South 65°56'10" East, a distance of 104.16 feet to a point for corner;
South 57°17'20" East, a distance of 84.79 feet to a point for corner;
South 69°39'14" East, a distance of 161.46 feet to a point for corner;
South 84°37'13" East, a distance of 170.04 feet to a point for corner;
North 73°09'30" East, a distance of 165.41 feet to a point for corner;
North 79°58'43" East, a distance of 106.82 feet to a point for corner;
North 85°39'50" East, a distance of 48.83 feet to a point for corner;
South 75°50'30" East, a distance of 65.54 feet to a point for corner;
North 89°03'54" East, a distance of 110.52 feet to a point for corner;
South 78°00'32" East, a distance of 57.26 feet to a point for corner;
South 63°53'40" East, a distance of 67.10 feet to a point for corner;
South 38°50'02" East, a distance of 68.38 feet to a point for corner;
South 42°53'07" East, a distance of 228.83 feet to a point for corner;
South 23°47'15" East, a distance of 77.99 feet to a point for corner;
South 11°51'37" East, a distance of 59.35 feet to a point for corner;
South 20°10'49" East, a distance of 285.50 feet to a point for corner;
South 11°55'31" West, a distance of 72.43 feet to a point for corner;
South 20°07'04" West, a distance of 102.08 feet to a point for corner;
South 03°31'23" West, a distance of 97.42 feet to a point for corner;
South 29°06'17" West, a distance of 100.13 feet to a point for corner;
South 24°56'30" West, a distance of 165.55 feet to a point for corner;
South 13°00'10" East, a distance of 127.46 feet to a point for corner;
South 09°12'04" West, a distance of 158.83 feet to a point for corner;
South 24°44'29" West, a distance of 120.47 feet to a point for corner;
South 29°25'31" West, a distance of 150.21 feet to a point for corner;
South 65°43'41" West, a distance of 63.34 feet to a point for corner;
South 52°53'54" West, a distance of 60.90 feet to a point for corner;
South 64°32'15" West, a distance of 197.07 feet to a point for corner;
South 74°54'33" West, a distance of 110.02 feet to a point for corner;
North 89°00'20" West, a distance of 90.52 feet to a point for corner;
North 73°40'39" West, a distance of 69.77 feet in the approximate centerline intersection of Gilleland Creek and with the approximate centerline of Elm Branch;

THENCE with the approximate centerline of Elm Branch with the following calls;

North 07°13'33" West, a distance of 126.15 feet to a point for corner;
North 72°34'48" West, a distance of 301.06 feet to a point for corner;
North 50°08'48" West, a distance of 249.61 feet to a point for corner;
North 44°51'48" West, a distance of 231.39 feet to a point for corner;
North 50°04'48" West, a distance of 95.44 feet to a point for corner;
North 59°56'48" West, a distance of 113.81 feet to a point for corner;
North 69°39'48" West, a distance of 162.03 feet to a point for corner;
South 80°13'12" West, a distance of 202.39 feet to a point for corner;
South 08°19'12" West, a distance of 60.69 feet to a point for corner;
North 80°36'48" West, a distance of 124.83 feet to a point for corner;
South 78°07'12" West, a distance of 51.89 feet to a point for corner;

THENCE South 27°37'58" West, a distance of 39.47 feet passing a 1-inch iron rod found, in all a distance of 3927.58 feet to a 1-inch iron rod found for corner;

THENCE North 62°21'55" West, a distance of 4639.44 feet to the POINT OF BEGINNING, containing 466.077 ACRES, more or less.

TXI Hornsby Bend West Tract 1 (410.128 acres)

FIELD NOTES TRACT 1

BEING a tract or parcel of land situated in Travis County, Texas, in the John Burleson League Survey # 33, Abstract Number 5, and being part of that tract of land described to Hackett Properties, LTD. in a Contribution Deed recorded in County Clerk's File Number 2004045297, Official Public Records of Travis County, Texas; and being more particularly described as follows:

POINT OF BEGINNING at 5/8-inch iron rod found in the southerly Right-of-Way of Dunlap Road (50' ROW) and the Northwest corner of a 379.89 acre tract of land described to William Karl Rison in a Deed recorded in Volume 11686, Page 684, Real Property Records, of Travis County Texas.

THENCE South 27°25'01" West, a distance of 4294.96 feet to a 1-inch iron rod in concrete found for corner;

THENCE South 14°33'40" West, a distance of 2484.91 feet to a 1-inch iron rod in concrete found for corner;

THENCE South 75°45'04" East, a distance of 765.44 feet to a 1-inch iron rod in concrete found for corner;

THENCE South 28°23'26" West, a distance of 3694.16 feet to a 1-inch iron pipe found for corner;

THENCE South 71°35'36" East, a distance of 1519.58 feet to a 1/2-inch iron rod found for corner;

THENCE South 27°40'58" West, a distance of 1506.94 feet passing a 5/8-inch iron rod set with a yellow cap stamped "Cotton Surveying Company" for reference, in all 1556.94 feet to a 5/8-inch iron rod set with a yellow cap stamped "Cotton Surveying Company" (herein after referred to as 5/8-inch iron rod set) for corner in the Northerly bank of the Colorado River;

THENCE with said bank of the Colorado River with the following calls;

South 64°40'17" West, a distance of 200.28 feet to a point for corner;
South 52°19'49" West, a distance of 91.17 feet to a point for corner;
South 60°20'19" West, a distance of 101.08 feet to a point for corner;
South 69°37'27" West, a distance of 105.08 feet to a point for corner;
South 79°05'29" West, a distance of 143.37 feet to a point for corner;
South 89°45'34" West, a distance of 169.41 feet to a point for corner;
North 84°35'58" West, a distance of 140.70 feet to a point for corner;
North 77°24'08" West, a distance of 333.40 feet to a point for corner;
North 78°10'02" West, a distance of 219.27 feet to a point for corner;
North 59°53'59" West, a distance of 114.19 feet to a point for corner;
North 71°38'17" West, a distance of 98.90 feet to a point for corner;
North 76°22'36" West, a distance of 134.25 feet to a point for corner;
North 68°14'43" West, a distance of 107.80 feet to a point for corner;
North 76°45'39" West, a distance of 116.48 feet to a point for corner;
North 61°27'39" West, a distance of 220.41 feet to a point for corner;
North 32°31'08" West, a distance of 238.76 feet to a point for corner;
North 27°21'55" West, a distance of 143.00 feet to a point for corner;
North 01°04'49" West, a distance of 109.36 feet to a point for corner;
North 15°19'54" West, a distance of 104.80 feet to a point for corner;
North 03°10'47" East, a distance of 86.14 feet to a point for corner;
North 19°51'02" East, a distance of 29.04 feet to a point for corner;
North 04°22'56" East, a distance of 198.25 feet to a point for corner;
North 20°34'19" East, a distance of 74.84 feet to a point for corner;
North 01°20'08" East, a distance of 217.65 feet to a point for corner;
North 14°39'09" East, a distance of 92.94 feet to a point for corner;
North 07°36'56" East, a distance of 114.99 feet to a point for corner;

North 03°02'04" West, a distance of 101.41 feet to a point for corner;
 North 11°03'57" East, a distance of 96.72 feet to a point for corner;
 North 10°21'02" West, a distance of 87.19 feet to a point for corner;
 North 05°37'27" West, a distance of 126.50 feet to a point for corner;
 North 18°04'41" East, a distance of 76.55 feet to a point for corner;
 North 11°19'55" West, a distance of 76.97 feet to a point for corner;
 North 21°45'09" East, a distance of 94.12 feet to a point for corner;
 North 06°53'23" East, a distance of 209.88 feet to a point for corner;
 North 11°41'23" East, a distance of 184.10 feet to a point for corner;
 North 02°03'19" East, a distance of 68.34 feet to a point for corner;
 North 06°43'13" West, a distance of 68.86 feet to a point for corner;
 North 73°41'05" West, a distance of 136.09 feet to a point for corner;
 North 13°42'53" West, a distance of 153.51 feet to a point for corner;
 North 14°35'07" West, a distance of 167.80 feet to a point for corner;
 North 01°56'39" East, a distance of 67.20 feet to a point for corner;
 North 87°09'00" East, a distance of 68.34 feet to a point for corner;
 North 64°56'45" East, a distance of 86.00 feet to a point for corner;
 North 37°29'11" East, a distance of 49.83 feet to a point for corner;
 North 16°59'30" West, a distance of 67.88 feet to a point for corner;
 North 61°26'04" West, a distance of 30.13 feet to a point for corner;
 North 16°34'42" West, a distance of 111.41 feet to a point for corner;
 North 11°51'49" East, a distance of 75.53 feet to a point for corner;
 North 79°42'23" East, a distance of 27.33 feet to a point for corner;
 North 39°45'00" East, a distance of 66.25 feet to a point for corner;
 North 37°02'53" West, a distance of 488.84 feet to a point for corner;
 North 89°10'38" West, a distance of 46.46 feet to a point for corner;
 North 64°21'55" West, a distance of 85.46 feet to a point for corner;
 North 03°25'28" West, a distance of 112.40 feet to a point for corner;
 North 14°52'47" West, a distance of 178.60 feet to a point for corner;
 North 09°44'33" West, a distance of 190.82 feet to a point for corner;
 North 04°19'39" East, a distance of 187.12 feet to a point for corner;
 North 06°01'23" East, a distance of 191.11 feet to a point for corner;
 North 17°37'17" East, a distance of 126.13 feet to a point for corner;
 North 53°06'34" East, a distance of 212.75 feet to a point for corner;
 North 65°59'02" East, a distance of 96.17 feet to a point for corner;
 North 48°06'05" East, a distance of 111.87 feet to a point for corner;
 North 84°04'31" East, a distance of 85.56 feet to a point for corner;
 North 61°15'14" East, a distance of 189.85 feet to a point for corner;
 North 53°12'03" East, a distance of 107.59 feet to a point for corner;
 North 42°20'16" East, a distance of 111.71 feet to a point for corner;
 South 88°45'27" East, a distance of 33.02 feet to a point for corner;
 North 42°13'42" East, a distance of 26.15 feet to a point for corner;
 North 00°58'49" East, a distance of 17.18 feet to a point for corner;
 North 34°14'48" East, a distance of 187.34 feet to a point for corner;
 North 29°25'13" East, a distance of 124.10 feet to a point for corner;
 North 20°12'02" East, a distance of 81.76 feet to a point for corner;
 North 02°30'10" West, a distance of 96.61 feet to a point for corner;
 North 12°30'33" East, a distance of 127.12 feet to a point for corner;
 North 00°19'17" West, a distance of 12.76 feet to a 5/8-inch iron rod set for corner;

THENCE North 81°14'45" East, departing said Colorado River a distance of 53.93 feet to a 5/8-inch iron rod set for corner;

THENCE South 61°51'34" East, a distance of 54.87 feet to a 1/2-inch iron rod found for corner;

THENCE North 27°23'16" East, a distance of 339.56 feet to a 1/2-inch iron rod found for corner;

THENCE North 53°21'22" East, a distance of 1958.86 feet to a 1/2-inch iron rod found for corner;
THENCE North 71°16'38" East, a distance of 665.12 feet to a 1/2-inch iron rod found for corner;

THENCE North 27°25'01" East, a distance of 4355.78 feet to a 5/8-inch iron rod set for corner;

THENCE South 65°39'59" East, a distance of 32.29 feet to a 5/8-inch iron rod set for corner;

THENCE South 62°06'59" East, a distance of 27.69 feet to the POINT OF BEGINNING, containing 410.128 Acres,
more or less.

TXI Hornsby West Tract 2 (371.247 acres)

FIELD NOTES TRACT 2

BEING a tract or parcel of land situated in Travis County, Texas, in the John Burleson League Survey # 33 and being part of that tract of land described in a Partition Deed recorded in Volume 11686, Page 684, Real Property Records of Travis County, Texas; and being more particularly described as follows:

POINT OF BEGINNING at a 5/8 inch Iron rod with a yellow plastic cap stamped "Cotton Surveying" (hereinafter referred to as set iron rod) in the southerly ROW of Hunters Bend Road (50' ROW) at a point approximately 2819.00 feet westerly of the easterly ROW of Dunlap Road (50' ROW) from a 1" Iron rod found on the northerly line of a 60.00 foot ingress and egress access easement described in said Partition Deed;

THENCE South 62°06'34" East a distance of 2088.22 feet to a 5/8 inch iron rod set for corner;

THENCE South 28°45'26" West a distance of 358.08 feet to a 5/8 inch iron rod set for corner;

THENCE South 61°14'34" East a distance of 685.03 feet to a 5/8 inch iron rod set for corner;

THENCE South 27°55'26" West a distance of 1435.03 feet to a 5/8 inch iron rod set for corner;

THENCE North 62°18'34" West a distance of 15.00 feet to a 5/8 inch iron rod set for corner;

THENCE South 27°41'26" West a distance of 299.31 feet to a 5/8 inch iron rod set for corner;

THENCE South 62°18'34" East a distance of 15.00 feet to a 5/8 inch iron rod set for corner;

THENCE South 27°41'26" West a distance of 1796.88 feet to a 5/8 inch iron rod set for corner;

THENCE North 63°13'24" West a distance of 120.02 feet to a 5/8 inch iron rod set for corner;

THENCE South 72°14'06" West a distance of 49.89 feet to a 5/8 inch iron rod set for corner;

THENCE South 27°41'26" West a distance of 2013.11 feet to a 1/2 inch Iron rod found with cap stamped M&S 1838 for corner;

THENCE North 71°35'34" West a distance of 1288.64 feet to a 1 inch pipe found for corner;

THENCE South 28°22'26" West a distance of 369.22 feet to a 1 inch Iron rod found for corner;

THENCE North 75°45'04" West a distance of 765.44 feet to a 1 inch Iron rod found for corner;

THENCE North 14°33'40" East a distance of 2484.91 feet to a 1 inch Iron rod found for corner;

THENCE North 27°25'01" East a distance of 4294.96 feet to the POINT OF BEGINNING and containing 371.247 acres of land, more or less.

TXI Hornsby Bend West Tract 3 (5.14 acres)

FIELD NOTES TRACT 3

BEING a tract or parcel of land situated in Travis County, Texas, in the John Burleson League Survey # 33 and being part of that tract of land described in a Partition Deed recorded in Volume 11686, Page 684, Real Property Records of Travis County, Texas; and being more particularly described as follows:

POINT OF BEGINNING at a 5/8 inch iron rod with a yellow plastic cap stamped "Cotton Surveying" (hereinafter referred to as set iron rod) in the southerly ROW of Hunters Bend Road (50' ROW) at a point approximately 730.00 feet westerly of the easterly ROW of Dunlap Road (50' ROW) from a 1" iron rod found on the northerly line of a 60.00 foot ingress and egress access easement described in said Partition Deed;

THENCE South 62°03'02" East a distance of 359.10 feet to a 1 inch iron rod found for corner;

THENCE South 27°53'26" West a distance of 1.97 feet to a 5/8 inch iron rod set for corner;

THENCE South 42°49'34" East a distance of 228.14 feet to a point from which a 1/2 inch iron pipe found bears North 27°36'22" East a distance of 1.89 feet;

THENCE South 14°16'34" East a distance of 74.56 feet to a 5/8 inch iron rod set for corner;

THENCE South 02°22'34" East a distance of 85.50 feet to a 5/8 inch iron rod set for corner;

THENCE South 11°12'26" West a distance of 51.64 feet to a 5/8 inch iron rod set for corner;

THENCE South 29°21'35" West a distance of 112.19 feet to a 5/8 inch iron rod set for corner;

THENCE North 61°14'34" West a distance of 685.03 feet to a 5/8 inch iron rod set for corner;

THENCE North 28°45'26" East a distance of 358.08 feet to the POINT OF BEGINNING and containing 5.143 acres of land, more or less.

EXHIBIT B

SCHEDULE AND DESCRIPTION OF ROADWAY AND TRAFFIC IMPROVEMENTS

1. Before any raw materials are mined from the portions of the Property designated as the mining areas associated with Segment A on Exhibit C, attached hereto and incorporated herein, and before using Dunlap Road to transport any mined materials from the mining areas associated with Segment A (currently estimated by TXI to be 2012), TXI shall, subject to review and approval of construction plans by the County, the City of Austin, and/or TxDOT, as applicable:
 - (a) Fund and reconstruct the 6400 linear foot portion of Dunlap Road as shown on Exhibit C to a thirty foot (30') cross section which includes two twelve foot (12') traffic lanes and two 3 foot (3') shoulders using sufficient base, sub-base and overlay to accommodate projected truck traffic from mining operations.
 - (b) Dedicate (or cause to be dedicated) the right of way within the Property along Dunlap Road sufficient to accommodate the improvements identified in Paragraph 1 (a) above and otherwise allow for a minimum thirty (30') of right of way within the Property from the centerline of Dunlap Road
 - (c) Pursuant to the recommendations of the Traffic Impact Analysis ("TIA") prepared by HDR/WHM Transportation Engineering dated September 28, 2009 and all supplements thereto (hereinafter "the TIA") and subject to TxDOT approval, construct a westbound left turn lane on FM 969 at its intersection with Dunlap Road;
 - (d) Pursuant to the recommendations of the TIA and subject to TxDOT approval, stripe the westbound approach of FM 969 at Dunlap Road to provide one left turn lane and one through lane;
 - (e) Pursuant to the recommendations of the TIA and subject to TxDOT approval, if applicable, construct a channelized northbound right-turn lane on Dunlap Road at FM 969 or such other measure the County and TxDOT may approve to facilitate the turning radius of heavy vehicles ;
 - (f) Dedicate (or cause to be dedicated) the right of way within the Property needed to achieve the improvements identified in paragraphs 1 (c), 1 (d), and 1 (e) above;
 - (g) Post and maintain fiscal surety in a form and amount acceptable to the County for the cost of constructing the improvements specified in Paragraphs 1(a)-1(f) above.
2. Before any raw materials are mined from the portions of the Property designated as the mining areas associated with Segment B on Exhibit C, attached hereto and incorporated herein and before using Dunlap Road to transport any mined materials from the mining areas associated with Segment B, TXI shall, subject to review and approval of construction plans by the County, the City of Austin, and/or TxDOT, as applicable:

- (a) Fund and reconstruct the 3,400 linear foot portion of Dunlap Road as shown on Exhibit C, attached hereto and incorporated herein, to a thirty foot (30') cross section which includes two twelve foot (12') traffic lanes and two 3 foot (3') shoulders using sufficient base, sub-base and overlay to accommodate projected truck traffic from mining operations;
 - (b) Dedicate (or cause to be dedicated) the right of way within the Property along Dunlap Road sufficient to accommodate the improvements identified in Paragraph 2 (a), above, and otherwise allow for a minimum of 30' of right of way within the Property from the centerline of Dunlap Road;
 - (c) Pursuant to the recommendations of the TIA and subject to TxDOT approval, or when determined by TxDOT to be required, whichever event occurs sooner, pay its pro rata share of the cost of a traffic signal at FM 969 at Dunlap Road. TXI may seek approval of an Advance Funding Agreement or such other mechanism for paying TXI's pro rata share that TxDOT may authorize; and
 - (d) Post and maintain fiscal surety in a form and amount acceptable to the County for the cost of constructing the improvements specified in Paragraphs 2(a)-2(c) above.
- 3. Before any raw materials are mined from the portions of the Property designated as the mining areas associated with Segment B on Exhibit C, attached hereto and incorporated herein, and before using Dunlap Road for transport of such raw materials, or when determined by TxDOT to be required, whichever event occurs sooner, TXI shall post fiscal surety with the County or TxDOT, as applicable, for its pro rata share of the cost for the following additional improvements at the FM 969/Taylor Lane intersection:
 - (a) Construction of a westbound right turn bay on FM 969;
 - (b) Restriping the westbound approach on FM 969 to provide two through lanes and one right turn lane;
 - (c) Increasing the length of the eastbound left turn bay from 50 feet to 300 feet; and
 - (d) Installation of a traffic signal once warrants are met.
- 4. Before any raw materials are mined from the portions of the Property designated as the mining areas associated with Segment B on Exhibit C, attached hereto and incorporated herein and using Dunlap Road for transport of such raw materials, or when determined by TxDOT to be required, whichever event occurs sooner, TXI shall post fiscal surety with the County or TxDOT as applicable for its pro rata share of the cost for the following additional improvements at the FM 969/Burleson Manor Road intersection:
 - (a) Construction of an additional westbound through lane on FM 969, east of Burleson Manor Road;
 - (b) Construction of a westbound right-turn bay on FM 969;

- (c) Restriping the westbound approach on FM 969 to provide two through lanes and one right turn lane; and**
- (d) Installation of a traffic signal once warrants are met in the field.**

5. Before mining any raw materials from the Property, TXI may receive deliveries and conduct preconstruction excavation /fill activities associated with site development, provided required erosion /sedimentation controls are in place.

EXHIBIT C

[Description of Segments A and B]

LEGEND



MINING AREA ASSOCIATED
WITH SEGMENT 'A'



MINING AREA ASSOCIATED
WITH SEGMENT 'B'



HUNTERS BEND RD.

EAST DRIVEWAY
ACCESS
WEST DRIVEWAY
ACCESS

DUNLAP RD.
WEST DRIVEWAY
ACCESS

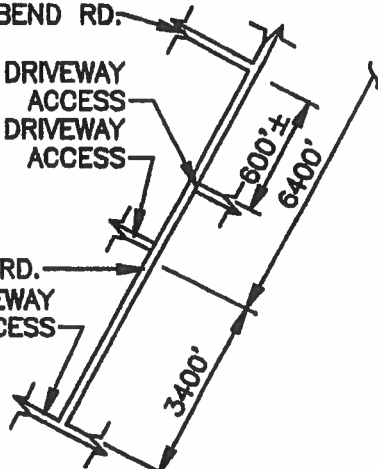


EXHIBIT 'C'



Marfee Engineering Company

TXI HORNSBY BEND DUNLAP ROAD PHASING

1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746 (512) 327-0294

Texas Registered Engineering Firm F-585

FILE/PROJECT: C:\PROJECTS\TXI\HORNSBY\TXI.dwg (phasing)

DATE: 12/2/2000



TXI: Ordinance to Provide Variances for Internal Haul Road

**Presentation to Environmental Board
September 19, 2012**

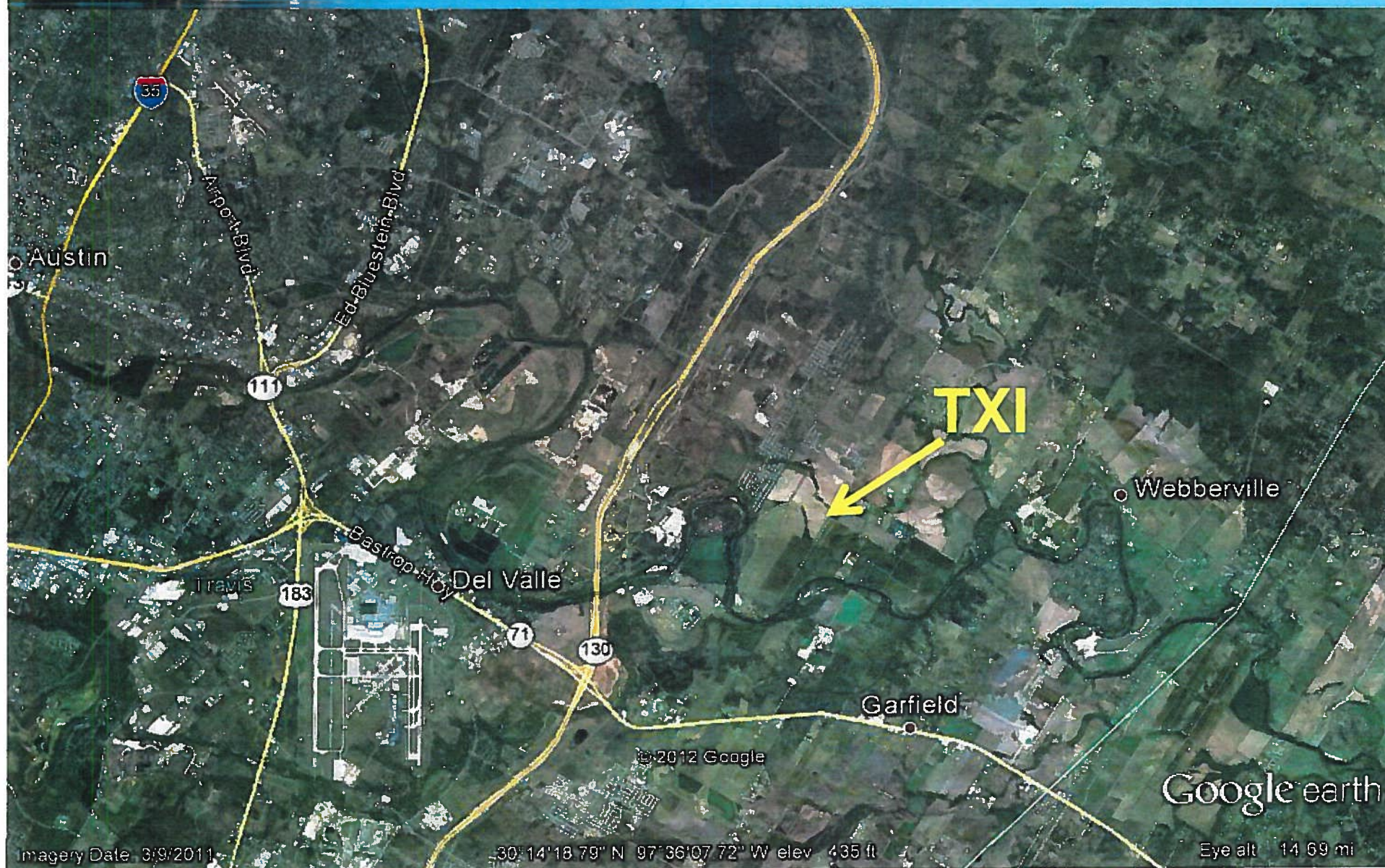
**Chuck Lesniak, Watershed Protection Dept.
Brad Jackson, Planning and Development Review
Department**



Introduction

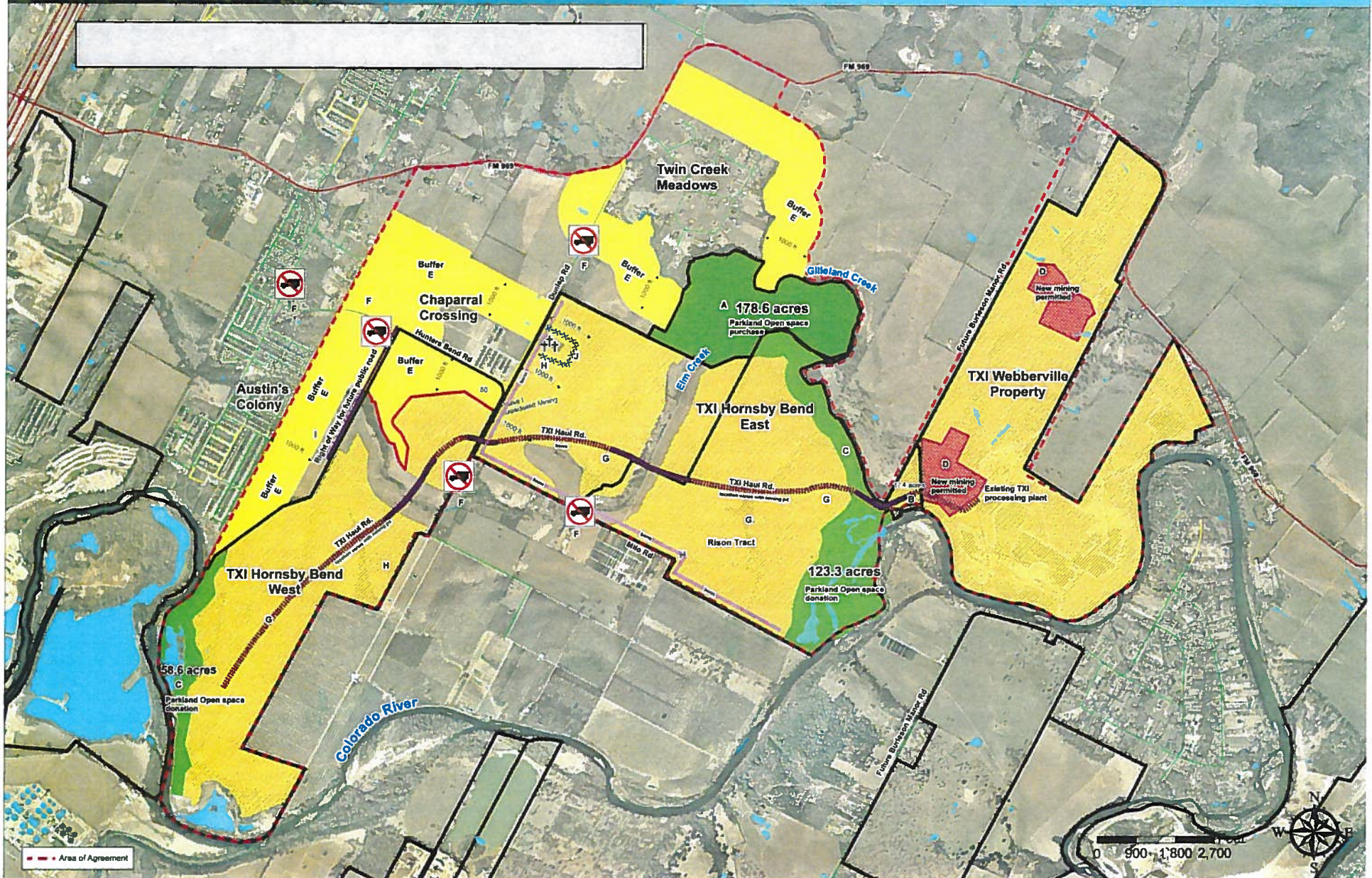
- County presentation on proposal
- City's role
- Description of ordinance containing variances
- Variances and mitigation details
- County environmental monitoring
- Summary

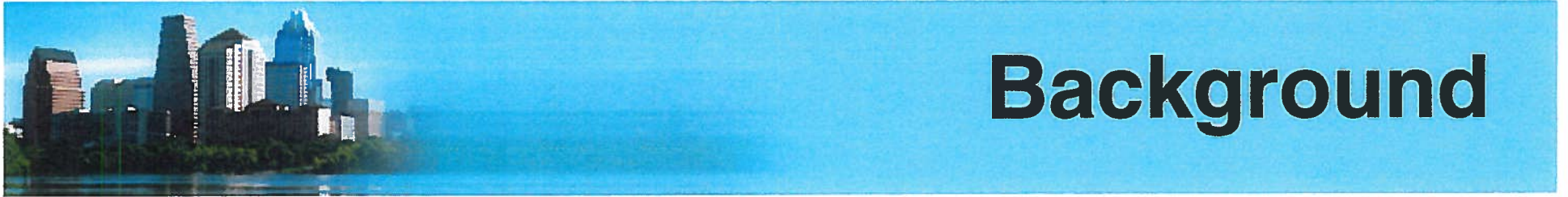
Area Map





TXI Sites





Background

December 2011 proposal by County for tri-party agreement

- TXI internal road and possible conveyor on same route
- County would acquire certain TXI properties for open space
- Internal road requires revisions to TXI site plans
- City variances necessary due to creek crossings



Background

- Council was briefed by Travis County on May 24, 2012 and directed staff to negotiate agreement
- During negotiation decision made to create an ordinance rather than including the City directly in the agreement



Background

Why an ordinance?

- Vast majority of proposed agreement addresses non-City issues
- TXI site plan revisions won't be ready for some time, but TXI needs certainty to move forward now with real estate transactions
- Ordinance provides mechanism for variance approval prior to site plan submittal
- Ordinance process provides review similar to typical Land Use Commission variances



Background

Ordinance includes 6 variances

- 4 environmental (CWQZ, cut, fill, CEF)
- 1 for project duration
- 1 to set 2010 regulations to apply to 2 unpermitted parcels

Variances are only in effect if:

- TXI site plan revisions comply with all City variance conditions
- TXI and County agreement is executed and escrow requirements are met



Background

- TXI currently has approved site plans for mining
- City site plans typically include:
 - Impervious cover
 - Drainage and water quality facilities
 - Construction phase erosion controls
 - Revegetation/restoration plans
- Site plans don't address land use or building requirements



Background

- Internal road will be submitted as a future revision to existing site plans
- Ordinance sets conditions to mitigate environmental impacts of variances
- Conditions are similar to variances on other projects for cut/fill, construction in critical, and CEF buffer modification
- Open space is considered to be part of the variance mitigation



Ordinance Process

Ordinance will go to:

- Environmental Board – Review and recommendation on environmental variances
- Zoning and Platting – October 2nd, Review and recommendation
- City Council – October 11th, Approval

There will be an opportunity for public comment at each of these meetings



- Ordinance facilitates removal of trucks from public roads
- Ordinance facilitates County acquisition of open space
- Ordinance environmental variance conditions are typical of other projects
- Ordinance only in effect if all conditions are met and County/TXI agreement is fulfilled