



**Annexation  
CITY OF AUSTIN  
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.: 10  
AGENDA DATE: Thu 05/19/2005  
PAGE: 1 of 1**

**SUBJECT:** Approve an Interlocal Agreement with the City of Buda for the exchange of 1,566 acres of land in the extraterritorial jurisdiction (ETJ) in the proposed Winfield Municipal Utility District area, generally located east of the intersection of Turnersville Road and IH 35.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING** Neighborhood Planning **DIRECTOR'S**  
**DEPARTMENT:**and Zoning **AUTHORIZATION:** Alice Glasco

**FOR MORE INFORMATION CONTACT:** Virginia Collier, 974-2022; Sylvia Arzola, 974-6448

**PRIOR COUNCIL ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

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In accordance with the proposed Agreement Concerning the Creation and Operation of the Winfield Municipal Utility Districts Nos. 1, 2, 3, and 4 ("MUDs"), approval of the proposed interlocal agreement is recommended to provide for the exchange of ETJ in the Winfield MUDs area. Under the Interlocal, Austin will release approximately 1,528 acres to Buda, and Buda will release approximately 38 acres to Austin.

The affected property owners have requested the inclusion of portions of their property in the ETJ's of the two cities with the intent to include the areas of distinct MUDs in one or the other city's ETJ to the extent feasible.

The Interlocal Agreement has two elements:

- It provides for the exchange of ETJ
- It authorizes Buda to enforce its subdivision and construction regulations in the area within a fifty foot strip of land within the boundaries of MUDs 3 and 4, which shall remain within Austin ETJ after the ETJ release and exchange to maintain contiguity to other Austin ETJ

The exchange of ETJ will occur after (1) the MUDs have been constituted in accordance with all applicable law, (2) the boundaries of the MUDs have been amended as set out in this Interlocal Agreement, (3) the City of Austin and the governing body of Winfield MUD No. 2 have entered into a Strategic Partnership Agreement, and the Strategic Partnership Agreement has been filed in the Public Records of Travis and Hays Counties. After these events have occurred each city transmits a letter, to the other city, stating that the release and exchange of ETJ shall be final and effective on the last day of the month in which the letters are received.

## **INTERLOCAL COOPERATION AGREEMENT**

This **Interlocal Cooperation Agreement** ("Agreement") is made and entered into effective as of this the \_\_\_\_ day of \_\_\_\_\_ 2005 by and between the **City of Austin, Texas** ("Austin"), a Texas home rule municipal corporation, and the **City of Buda, Texas** ("Buda"), a Texas general law municipal corporation, acting by and through their authorized representatives.

### **Recitals.**

**Whereas**, the Owners of approximately 2428 acres of land, located in the extraterritorial jurisdictions ("ETJ") of both Austin and Buda, have made application for the creation of four municipal utility districts ("MUDs"), referred to as the Winfield MUDs Nos. 1, 2, 3 and 4, with boundaries which cross the ETJ boundary line; and

**Whereas**, the Owners plan to amend the boundary lines of some or all of the MUDs after the MUDs are legally established, and have requested that the Cities' ETJ boundary lines be adjusted after the MUDs are established to coincide with the revised boundaries; and

**Whereas**, it is reasonable to include the areas of distinct MUDs in one or the other city's ETJ to the extent feasible; and

**Whereas**, the Owners and Austin have entered into a Consent Agreement for the creation of the MUDs, and Austin will enter into a Strategic Partnership Agreement with the governing body of Winfield MUD No.2 after it is duly constituted; and

**Whereas**, Austin and Buda have agreed to a release and exchange of ETJ as set out in this Agreement, for the area identified in Exhibit A, and the Owners of the land comprising the proposed Winfield MUDs, and the Owner of other land to be exchanged, identified in Exhibit C, have requested the inclusion of portions of their property in the ETJ's of the two cities, by letters attached to this Agreement as Exhibits B and C; and

**Whereas**, Texas Local Government Code Section 212.007 provides that when a tract of land proposed for development lies within the extra-territorial jurisdiction ("ETJ") of more than one municipality, the municipality with the largest population has the authority to approve subdivision applications unless the affected municipalities agree otherwise; and

**Whereas**, after the ETJ exchange contemplated by this Agreement has been completed, a portion of the area in Winfield MUDs 3 and 4 will remain in Austin's ETJ and the parties wish to assign to Buda the responsibility for approval of subdivisions and public and private construction improvements within that area; and

**Whereas**, Austin and Buda recognize that this Agreement will accomplish

legitimate public purposes of both cities and will permit urban planning and regulation of development that will benefit the public health, safety and welfare;

**NOW, THEREFORE**, pursuant to *Chapter 791, Texas Government Code*, and *Section 212.007, Texas Local Government Code*, and as otherwise authorized and permitted by the City Charter of Austin and the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the cities, and subject to each and every term and condition of this Agreement, the parties contract, covenant and agree as follows:

## **Article One Findings.**

**Section 1.1.** The recitals above are adopted as findings by the governing bodies of Austin and Buda, and are incorporated herein for all purposes. The governing bodies of Austin and Buda have authorized and approved this Agreement.

## **Article Two Term and Nature of Agreement.**

**Section 2.1. Term of Agreement.** The term of this Agreement shall commence on the date of signature by authorized representatives of both cities ("Effective Date") and shall automatically renew on the anniversary date, and expire upon the dissolution of Winfield MUDs 2, 3 and 4 provided however, that the termination of this agreement will not affect the exchange of ETJ's accomplished by this agreement..

**Section 2.2. Termination by Parties.** Notwithstanding any other term or condition herein, this Agreement may be terminated by either party by giving thirty days (30) written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U.S. Mail, certified, return receipt requested.

**Section 2.3. Intent and Purpose.** The intent and purpose of this Agreement is to provide that the Austin and Buda will exchange ETJ as set out in this Agreement, as more particularly described in Exhibit A to this Agreement, and that Buda shall be responsible for the review and approval of subdivision applications, and public and private construction improvements, in a portion of land within MUDs 3 and 4, as more particularly described in Exhibit A.

## **Article Three Exchange of ETJ; Decertification of Portion of Buda's Water Certificate of Convenience and Necessity**

**Section 3.1 ETJ Exchange.** The City of Austin will release to the City of Buda the portion of Austin ETJ shown on Exhibit A to this Agreement, and as more particularly described in Exhibit A. The City of Buda will release to the City of Austin the portion of Buda ETJ shown on Exhibit A to this Agreement, and as more particularly described in

Exhibit A. The exchange of ETJ will occur (1) after the MUDs have been duly constituted in accordance with all applicable law, and (2) after the boundaries of the MUDs have been duly amended as set out in this Agreement and the Agreement Concerning Creation and Operation of Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4, between Austin and the Owners of the land comprising the proposed MUDs, and such boundaries have been approved in accordance with all applicable law, and (3) after the City of Austin and the governing body of Winfield MUD No. 2 have entered into a Strategic Partnership Agreement in accordance with applicable law, and the Strategic Partnership Agreement has been filed in the Public Records of Travis and Hays Counties. Within thirty (30) days after all of the above events have occurred, the City Manager of each City, or his or her designee, shall transmit a letter, certified mail, return receipt requested, to the City Manager of the other City, stating that the release and exchange of ETJ shall be final and effective on the last day of the month in which the letters are received. It is the intent of the Cities that after such ETJ release and exchange that all of Winfield MUD No. 2 shall be within the City of Austin's ETJ, and that all of Winfield MUDs Nos. 1, 3 and 4 shall be within the City of Buda's ETJ, save and except for a corridor of land, as delineated on the map attached in Exhibit A to this Agreement, which area shall remain in Austin's ETJ to maintain contiguity with other existing Austin ETJ.

**Section 3.2 Decertification of Portion of Buda's Water Certificate of Convenience and Necessity.** Buda shall apply to the Texas Commission on Environmental Quality to decertify from Buda's water Certificate of Convenience and Necessity ("CCN"), the land described in Exhibits A and C, which land constitutes ETJ which Buda will release to Austin under this Agreement.

#### **Article Four**

##### **Review and Approval of Subdivision Applications and Construction**

**Section 4.1. Subdivision and Construction Review and Approval.** Upon release and exchange of ETJ in accordance with Section 3.1, Austin delegates to Buda its authority to review and approve preliminary plans, plats (including amending plats or replats) for the area within a fifty foot strip of land which shall remain within Austin ETJ after the ETJ release and exchange, but is also included within the boundaries of MUDs 3 and 4, as delineated on Exhibit A to this Agreement. The fifty foot strip of Austin ETJ shall remain Austin ETJ to maintain contiguity to other existing Austin ETJ. Buda shall review subdivision application(s) for compliance with Buda regulations and state law, and is authorized approve the plat on behalf of Austin if it meets all requirements. Further, the parties agree that Buda shall be responsible for review and approval of public and private construction improvements within subdivisions within the fifty foot corridor of land which remains Austin ETJ and is delineated on Exhibit A, and Buda is authorized to approve such construction if it complies with applicable regulations. Buda's subdivision and construction regulations shall apply to the fifty foot corridor of land.

**Section 4.2. Enforcement and Compliance.** Buda, its officers, employees, agents and representatives, shall administer, enforce and require compliance with all Buda

regulations and state law applicable to the Winfield MUDs and the area within the fifty foot corridor of Austin ETJ delineated on Exhibit A.

## **Article Five General and Miscellaneous.**

**Section 5.1. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the cities to undertake any other action or to provide any service within the area of the MUDs, except as specifically set forth in this Agreement.

**Section 5.2. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claims on behalf of any third party. Neither Austin nor Buda waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**Section 5.3 Payments from Current Revenue.** Each party paying for the performance of governmental functions or services shall make such payments from current revenue available to the paying party.

**Section 5.4. Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both Austin and Buda and authorized by their respective governing bodies.

**Section 5.5. Exhibits.** The following exhibits are incorporated into this Agreement by reference as if fully set out herein:

- Exhibit A: Map and Property Descriptions
- Exhibit B: Proposed Winfield MUDs Owners' Letter Requesting Inclusion in Buda ETJ
- Exhibit C: Landowner Letter Requesting Inclusion in Austin ETJ

**Section 5.6. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

**Section 5.7. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise

requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

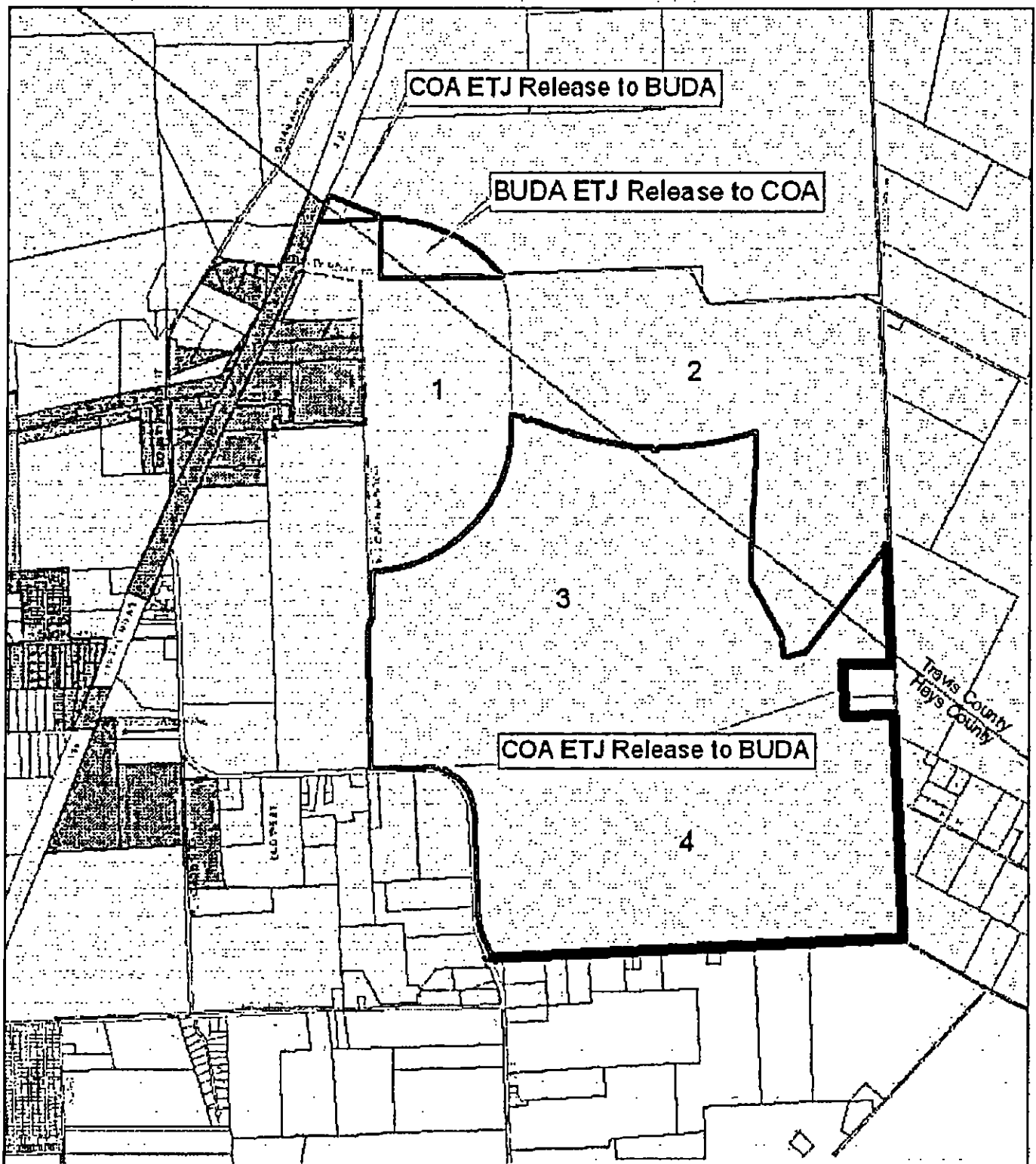
**Section 5.8. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF**, the authorized representatives of the Cities have executed this Agreement.

**City of Austin, Texas**

**City of Buda, Texas**

_____	Date: _____	_____	Date: _____
Toby Hammett Futrell, City Manager		John Trube, Mayor	



**Winfield MUDs Nos 1-4**  
**City of Austin / City of Buda**  
**Extraterritorial Jurisdiction (ETJ) Request**  
**Exhibit A**

This map is intended for general planning purposes only and is not warranted for any other use.  
 No warranty is made by the City regarding detail or completeness.  
 City of Austin Neighborhood Planning & Zoning Department  
 April 12, 2005

- |                             |                     |
|-----------------------------|---------------------|
| Proposed Winfield MUDs      | Austin Full Purpose |
| CO foot strip               | Austin ETJ          |
| Proposed ETJ Exchange Areas | Buda City Limit     |
|                             | Buda ETJ            |

0 0.25 0.5 1 Miles



April 15, 2005

Ms. Toby Futrell  
City Manager  
City of Austin  
301 W. Second St.  
Third Floor  
Austin, TX 78701

Mr. Bob Mathis  
City Administrator  
City of Buda  
P. O Box 1218  
Buda, Texas 78610

Re: Proposed ETJ Transfer from the City of Buda to the City of Austin

Dear Ms. Futrell:

This letter constitutes the request of ~~Heep Ranch Properties~~ HRP LLC to the Cities of Austin and Buda for the removal of the land shown in the attached Exhibit A from Buda's extraterritorial jurisdiction and the addition of same to Austin's extraterritorial jurisdiction. This also confirms that ~~Heep Ranch Properties~~ HRP LLC is the owner of the land shown in the attached Exhibit A, and that there are no lien holders on this land.

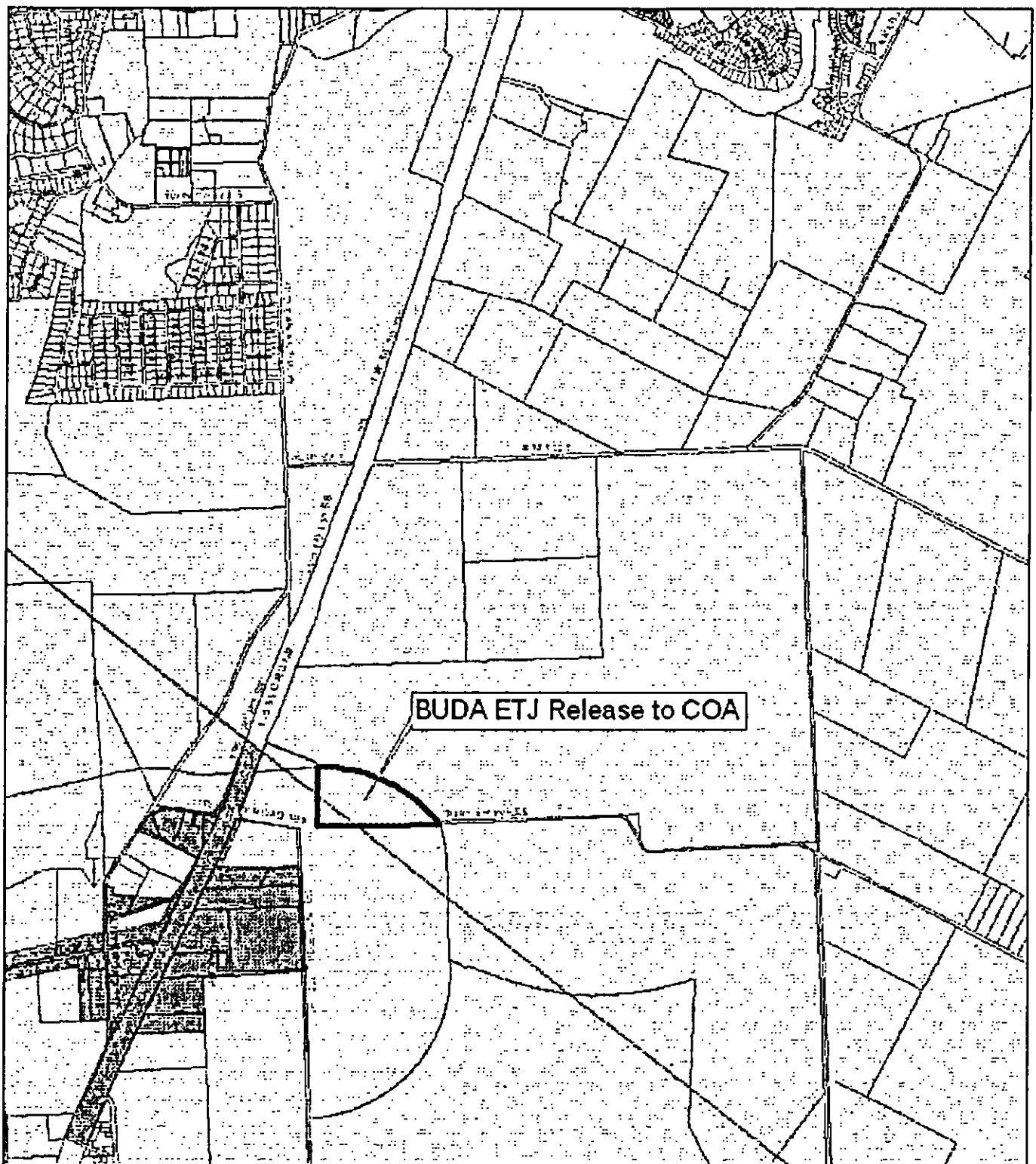
Very truly yours,

*Kathleen H. Adkins*

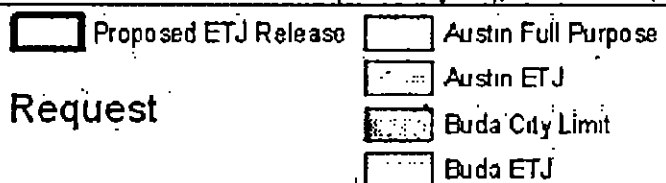
President, Heep Ranch Properties, LLC  
General Partner of Heep Ranch Properties, LTD

Cc: Virginia Collier, City of Austin, Neighborhood Planning and Zoning Dept.

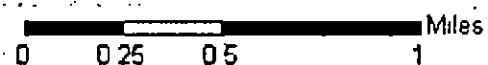




# City of Austin / City of Buda Extraterritorial Jurisdiction (ETJ) Request Exhibit A



This map is intended for general planning purposes only and is not warranted for any other use.  
No warranty is made by the City regarding detail or completeness.  
City of Austin Neighborhood Planning & Zoning Department  
April 15, 2005



April 25, 2005

Ms. Toby Futrell  
City Manager  
City of Austin  
301 W. Second St.  
Third Floor  
Austin, TX 78701

Mr. Bobby J. Mathis  
City Administrator  
City of Buda  
P. O Box 1218  
Buda, Texas 78610

Re: Winfield Municipal Utility Districts Nos. 1-4

Dear Ms. Futrell and Mr. Mathis:

This letter constitutes the request of 2428 Partners, L.P., to the City of Austin for the removal of the land in the attached Exhibit A from Austin's extraterritorial jurisdiction and to the City of Buda for the addition of the land to the City of Buda's extraterritorial jurisdiction. This also confirms that 2428 Partners is the owner of the tract and that there are no lien holders on the land.

Very truly yours,

2428 Partners, L.P.

By: 2428 Management L.L.C., a  
Delaware limited liability company,  
its general partner

By: David R. Blom

David R. Blom  
Vice President

By: J. Tim Moore

J. Tim Moore  
Senior Vice President

cc: Bart Jennings  
David Lloyd  
Sharon Smith  
City of Austin  
301 W. Second St.  
Third Floor  
Austin, TX 78701

Steve Bartlett  
Ronald J. Freeman

**EXHIBIT A**

**The land consists of two tracts described as follows:**

**Tract 1:**

**STATE OF TEXAS**

**COUNTIES OF HAYS AND TRAVIS**

**DESCRIPTION**, based on record information (courses given are those of record in Document No. 2003050340 noted below and calculated), of a tract or parcel of land containing 864.06 acres, being situated in the D.C. Burleson Survey William Porter Survey No. 6, and the George Herder Survey No. 537, in Hays and Travis Counties, Texas, being a portion of Tract 1, of 2392.429 acres, conveyed to 2428 Partners L.P. by the deed recorded in Document No. 2003050340 of the Official Public Records of Travis County, Texas; and Document No. 03006801 of the Official Public Records of Hays County, Texas; the said 864.06 acres being more particularly described as follows:

**COMMENCING** at the northeast corner of that 19.881 acre tract, conveyed to the Lower Colorado River Authority by the deed recorded in Volume 13187, Page 308 of the Deed Records of Travis County, Texas, being in the west line of South Turnersville Road and the east line of the abovesaid 2392.529 acre tract;

**THENCE**, S87°32'23"W, leaving the west line of South Turnersville Road, along the north line of the 19.881 acre tract, 50.00 feet to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, S87°32'23"W, continuing with the north line of the 19.881 acre tract 862.01 feet to the northwest corner of the said 19.881 acre tract;

**THENCE**, S02°27'23"E, with the west line of the said 19.881 acre tract, 450.00 feet to an angle point;

**THENCE**, S71°21'00"W, leaving the west line of the 19.881 acre tract and crossing through the 2392.529 acre tract, 3982.85 feet to a point;

**THENCE**, S87°47'17"W, continuing across the 2392.529 acre tract, a distance of 3689.26 feet to a point on the easterly line of FM 2001 and the southwesterly line of the aforesaid 2392.529 acre tract;

**THENCE**, S87°47'17"W, with the southwesterly line of the 2322.529 acre tract, 931.61 feet to a point at the intersection of the easterly line of FM 2001, with the east line of county Road 118, for a southwest corner of the aforesaid 2392.529 acre tract;

**THENCE**, along the easterly line of County Road 118, being the westerly line of

the 2392.529 acre tract, the following three (3) courses:

- 1) N01°37'25"W, a distance of 2491.03 feet to an angle point;
- 2) N19°29'49"E, a distance of 277.25 feet to an angle point;
- 3) N02°11'25"W, a distance of 771.30 feet to a point;

THENCE, leaving the west line of the 2392.529 acre tract and crossing through it in an easterly direction with the following twenty-two (22) courses:

- 1) With the said curve to the left, having a central angle of 89°14'33", a radius of 2640.00 feet, a long chord of 3708.76 feet (chord bears N42°14'13"E) for an arc distance of 4112.00 feet to a point;
- 2) N02°23'03"W, 99.13 feet to a point;
- 3) S70°45'06"E, 196.34 feet to the point of curvature of a curve to the right;
- 4) With the said curve to the right, having a central angle 90°00'00", a radius of 35.00 feet, a long chord of 49.50 feet (chord bears S25°45'06"E) for an arc distance of 54.98 feet to a point;
- 5) S79°35'36"E, 91.08 feet to the point of curvature of a nontangent curve to the right;
- 6) With the said curve to the right, having a central angle 90°00'00", a radius of 35.00 feet, a long chord of 49.50 feet (chord bears N64°14'54"E) for an arc distance of 54.98 feet to the point of tangency;
- 7) S70°45'06"E, 672.93 feet to the point of curvature of a curve to the left;
- 8) With the said curve to the left, having a central angle of 10°31'14", a radius of 5062.50 feet, a long chord of 928.26 feet (chord bears S76°00'42"E) for an arc distance of 929.56 feet to the point of reverse curvature of a curve to the right;
- 9) With the said curve to the right, having a central angle of 9°17'01", a radius of 589.50 feet, a long chord of 95.41 feet (chord bears S76°37'49"E) for an arc distance of 95.52 feet to the point of curvature of a reverse curve to the left;
- 10) With the said curve the left, having a central angle of 11°01'45", a radius of 310.50 feet, a long chord of 59.68 feet (chord bears S77°30'11"E) for an arc distance of 59.77 feet to the point of compound curvature of another

curve to the left;

- 11) With the said curve to the left, having a central angle of  $5^{\circ}17'19''$ , a radius of 5076.50 feet, a long chord of 468.42 feet (chord bears  $S85^{\circ}39'43''E$ ) for an arc distance of 468.59 feet to the point of reverse curvature of a curve to the right;
- 12) With the said curve to the right, having a central angle of  $89^{\circ}12'55''$ , a radius of 35.00 feet, a long chord of 49.16 feet (chord bears  $S43^{\circ}41'56''E$ ) for an arc distance of 54.50 feet to a point;
- 13)  $N72^{\circ}04'34''E$ , 73.96 feet to the point of curvature of a nontangent curve to the right;
- 14) With the said curve to the right, having a central angle of  $89^{\circ}19'27''$ , a radius of 25.00 feet, a long chord of 35.15 feet (chord bears  $N45^{\circ}34'16''E$ ) for an arc distance of 38.98 feet to the point of reverse curvature of a curve to the left;
- 15) With the said curve to the left, having a central angle of  $18^{\circ}38'26''$ , a radius of 5062.50 feet, a long chord of 1639.77 feet (chord bears  $N80^{\circ}54'46''E$ ) for an arc distance of 1647.02 feet to the point of reverse curvature of a curve to the right;
- 16) With the said curve to the right, having a central angle of  $9^{\circ}17'01''$ , a radius of 589.50 feet, a long chord of 95.41 feet (chord bears  $N76^{\circ}14'04''E$ ) for an arc distance of 95.52 feet to the point of reverse curvature of a curve to the left;
- 17) With the said curve to the left, having a central angle of  $4^{\circ}41'12''$ , a radius of 310.50 feet, a long chord of 25.39 feet (chord bears  $N78^{\circ}31'58''E$ ) for an arc distance of 25.40 feet to a point;
- 18)  $S02^{\circ}07'22''W$ , 2642.19 feet to a point;
- 19)  $S28^{\circ}07'42''E$ , 1149.14 feet to a point;
- 20)  $S07^{\circ}27'10''E$ , 400.00 feet to a point;
- 21)  $N74^{\circ}51'59''E$ , 390.00 feet to a point;
- 22)  $N37^{\circ}17'15''E$ , 2361.61 feet to a point 50.00 feet west of the east line of the 2392.00 acre tract;

THENCE,  $S02^{\circ}20'28''E$ , along a line parallel to and 50.00 feet at right angles to the east line of the 2392.429 acre tract and the west line of South Turnersville Road for a

distance of 1174.74 feet to a point;

THENCE, S02°36'39"E, continuing with the said parallel line, at approximately 650 feet pass the Travis-Hays county line for a total distance of 863.54 feet to the POINT OF BEGINNING, CONTAINING within these mores and bounds 864.06 acres of land area.

Tract 2:

STATE OF TEXAS

§  
§  
§

COUNTY OF HAYS

DESCRIPTION, based on record information (courses given herein are those of record in Document No. 2003050340 noted below or calculated), of a tract or parcel of land containing 655.44 acres, being situated in the George Herder Survey No. 537, the William Porter Survey No. 6, and D. C. Burleson Survey, Hays County, Texas, being a portion of Tract 1, of 2392.429 acres, conveyed to 2428 Partners L.P. by the deed recorded in Document No. 2003050340 of the Official Public Records of Travis County, Texas and Document No. 03006801 of the Official Public Records of Hays County, Texas, the said 655.44 acre tract being more particularly described as follows:

COMMENCING at a point in the east line of the 2392.529 acre tract, being the west line of South Turnersville Road for the southeast corner of that 19.881 acre tract conveyed to the Lower Colorado River Authority by the deed recorded in Volume 13187, Page 308 of the Deed Records of Travis County, Texas;

THENCE, S87°33'22"W, along the south line of the 19.881 acre tract 50.00 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, S02°39'00"E, along a line parallel with and 50.00 feet west of the easterly line of the 2392.529 acre tract, being the westerly line of South Turnersville Road, a distance of 4023.57 feet, to the southeast corner of the herein described tract; an angle point for the northwesterly corner of the intersection of South Turnersville Road and County Road 107 (Salterwhite Road), being the southeasterly corner of the said 2392.529 acre tract, bears N87°29'54"E, 50.00 feet and S02°39'00"E, 38.37 feet;

THENCE, S87°29'54"W, crossing the 2392.529 acre tract, 3138.26 feet to a point;

THENCE, S86°57'20"W, 4181.40 feet to a point in the west line of the 2392.529 acre tract and the east line of State Highway FM 2001, for the southwest corner of the herein described tract, from which the most southerly southwest corner of the 2392.529 acre tract, bears S22°58'39"E, 52.43 feet;

THENCE, along the easterly line of F.M. 2001, being the westerly line of the

2392.529 acre tract, the following four (4) courses:

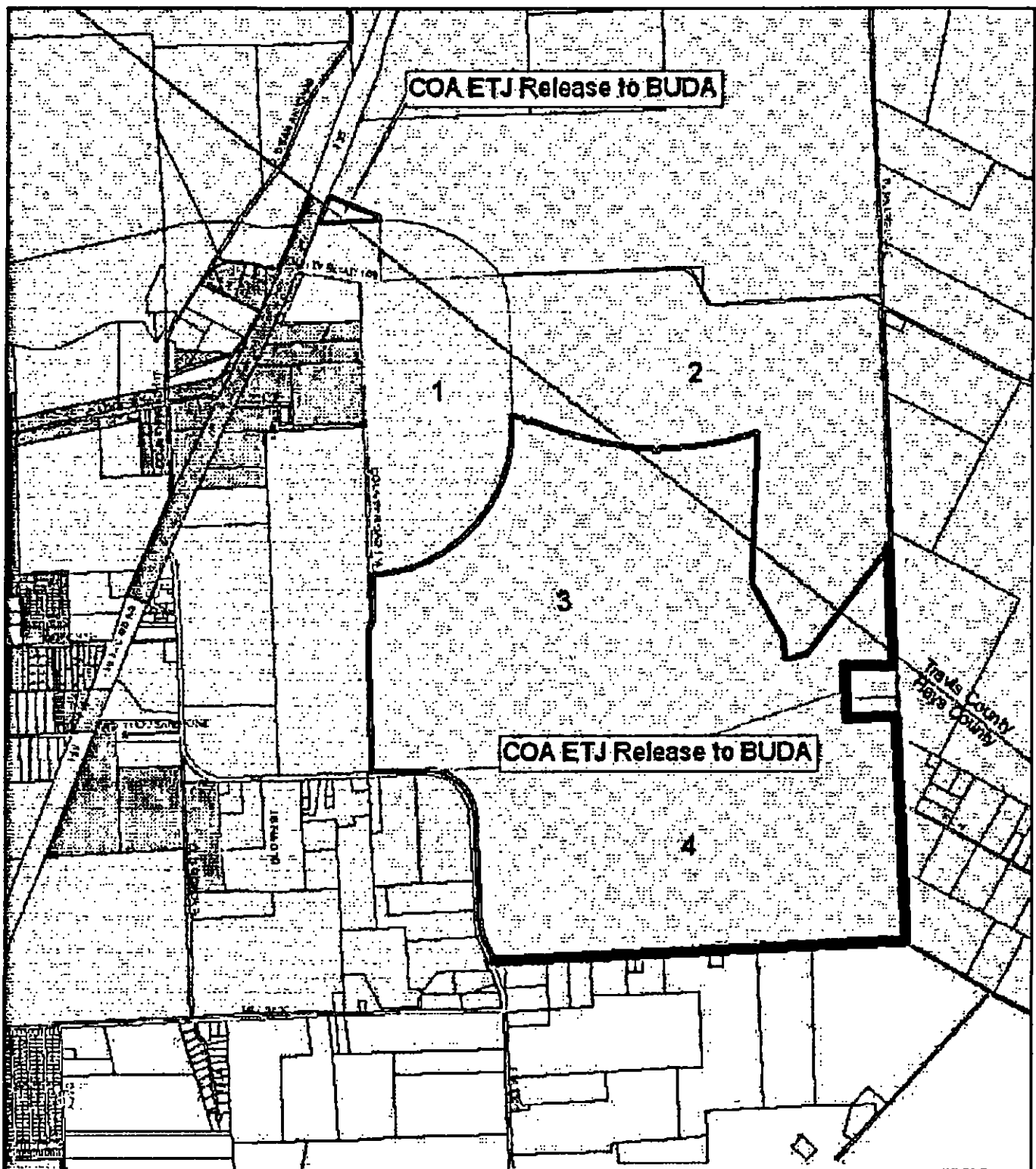
- 1) N22°58'39"W, a distance of 342.82 feet to the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a central angle of 20°05'37", a radius of 1392.71 feet, a long chord of 485.92 feet (chord bears N12°39'02"W), for an arc distance of 488.42 feet to a point;
- 3) N02°37'53"W, a distance of 1817.79 feet to the beginning of a non-tangent curve to the left;
- 4) Along said non-tangent curve to the left, having a central angle of 89°48'26", a radius of 858.50 feet, a long chord of 1212.06 feet (chord bears N47°28'08"W), for an arc distance of 1345.64 feet to a point;

THENCE, N87°47'17"E, leaving the westerly line and crossing through the 2392.529 acre tract, 3689.26 feet to an angle point;

THENCE, N71°21'00"E, continuing across the 2392.529 acre tract, 3982.85 feet to a point in the west line of the aforesaid 19.881 acre LCRA tract mentioned above;

THENCE, S02°27'23"E, with the said west line of the 19.881 acre tract, 499.85 feet to the southwest corner of the 19.881 acre tract;

THENCE, N87°33'22"E, with the south line of the 19.881 acre tract, 860.76 feet to the POINT OF BEGINNING AND CONTAINING 655.44 acres of land area.



**Winfield MUDs Nos 1-4**  
**City of Austin / City of Buda**  
**Extraterritorial Jurisdiction (ETJ) Request**  
**Exhibit A**

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 City of Austin Neighborhood Planning & Zoning Department  
 April 12, 2005

