

**TRAFFIC MITIGATION AGREEMENT
ORCHARD RANCH**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS TRAFFIC MITIGATION AGREEMENT (this “**Agreement**”) is made and entered into by and between Clayton Properties Group, Inc., a Tennessee corporation, formerly known, and qualified to do business in Texas, as CMH PARKS, INC., doing business as BROHN HOMES (the “**Developer**”), and Travis County, a political subdivision of the State of Texas (the “**County**”), hereinafter collectively referred to as the “**Parties**”, and individually as “**Party**”, except as specifically noted otherwise, for the purposes and consideration stated herein.

WHEREAS, the Developer is in the process of developing that certain 82.90-acre tract of land situated in the B.D. Bassford Survey No. 625, Abstract No. 84, Travis County, Texas, being located north of Fitzhugh Road between Rutter Lane and US 290 and more particularly described in **Exhibit A**, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, the location of the Property is depicted in the site location map attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Developer intends for the Property to be developed as depicted in the site plan attached hereto as **Exhibit C**, and made a part hereof; and such development will consist of 264 units of single-family housing units on the Property (the “**Project**”); and

WHEREAS, the Developer desires to develop the Property in a manner that impacts the area’s transportation system; and

WHEREAS, the County adopted the Travis County Guidelines for Transportation Assessment, effective September 1, 2023 (the “**Guidelines**”); and

WHEREAS, the Guidelines allow certain applicants the option of either (i) providing a financial contribution of fifty percent (50%) of the rough proportionality calculated in the Rough Proportionality Worksheet (the “**RP Worksheet**”), attached hereto as **Exhibit D** and made a part hereof; or (ii) conducting a Transportation Assessment (“**TA**”), to identify the Project’s impacts on the surrounding roadway network and the mitigation measures that the Developer is legally obligated to satisfy for the Project; and

WHEREAS, in lieu of conducting a TA, the Developer has elected to make a financial contribution of fifty percent (50%) of the rough proportionality as contemplated in Chapter 482, Travis County Development Regulations, and as determined in the RP Worksheet; and

WHEREAS, the County waived the TA requirement for this Project and the development application was accepted by the Public Works Division of Travis County Transportation and Natural Resources Department on June 18, 2024, as described in **Exhibit E**, attached hereto and made a part hereof; and

WHEREAS, the total impact of the demand placed on the transportation system as calculated in the RP Worksheet was determined to be Eight hundred four thousand three hundred fifty-four dollars and no cents (\$804,354.00); and

WHEREAS, the County desires that road improvements be completed along Fitzhugh Road as part of the County's Capital Improvement Program or other future improvement project in the vicinity of the Property (collectively, the "**Roadway Improvement Project**"), and such project would relieve traffic impacts of the Project; and

WHEREAS, the Developer has agreed to satisfy its legal obligations for certain mitigation measures identified in the RP Worksheet by contributing financially toward the Roadway Improvement Project; and

WHEREAS, the Developer agrees to make a payment of Four hundred two thousand one hundred seventy-seven dollars and no cents (\$402,177.00) as a financial contribution to the County towards the Roadway Improvement Project (the "**Mitigation Payment**"); and

WHEREAS, the County desires to set forth the Developer's responsibility for the Mitigation Payment; and

WHEREAS, the County agrees to accept the Developer's Mitigation Payment in lieu of the Developer completing those certain improvements identified in the RP Worksheet; and

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

I. DEVELOPER'S OBLIGATIONS

Mitigation Payment. The Developer agrees to pay the Mitigation Payment in the amount of Four hundred two thousand one hundred seventy-seven dollars and no cents (\$402,177.00) to the County as a financial contribution towards for the Roadway Improvement Project or other project in the vicinity. The Mitigation Payment is due at the time this Agreement is executed and submitted to the County by the Developer.

Development Services Division Review. The Developer acknowledges and agrees that the County's waiver of a TA for this Project by the Public Works Division is independent of any review by the Development Services Division of the County's Transportation and Natural Resources Department and further requirements, as provided in Chapter 482, Travis County Development Regulations, may be necessary prior to the approval by the County of any site development permit for the Project.

II. COUNTY'S OBLIGATION

Use of Mitigation Payment. The County will use the Mitigation Payment solely for the Roadway Improvement Project or other projects in the vicinity.

III. MISCELLANEOUS

A. Restrictive Covenant. This Agreement touches and concerns real property in Travis County, Texas, and, if recorded, constitutes and will operate as covenants running with the land and will be binding upon the Developer and the Developer's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Developer is the amount of the Mitigation Payment.

C. Remedies. The remedies available to the County and the Developer under this Agreement and the laws of Texas are cumulative in nature.

D. Third-Party Rights. No non-party shall have any right of action under this Agreement.

E. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

F. Amendment to Agreement. Any revision, modification, or amendment to this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS COURT.

G. Assignment. This Agreement is binding on the Developer and the heirs, successors, and assigns of the Developer and on any person acquiring an ownership interest in the Property through the Developer. The Developer's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld or delayed if the Developer's assignee expressly assumes all obligations of the Developer under this Agreement. An assignment shall not be construed as releasing the Developer from Developer's obligations under this Agreement and the Developer's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this paragraph unless and until the County executes and delivers to the Developer a written release. The County agrees to release the Developer, if the Developer's assignee expressly assumes the Developer's obligations under this Agreement and has posted the Fiscal Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Developer.

H. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

I. Expiration. This Agreement will terminate upon the completion of the Developer's obligations under this Agreement.

J. Notice. Any notices hereunder will be delivered in writing and addressed to the respective Party at the address set forth below for such Party by (i) personal delivery; (ii) U.S. Mail, certified or registered, return receipt requested, postage prepaid; or (iii) FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective upon the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified.

Developer: Clayton Properties Group Inc., dba Brohn Homes
6720 Vaught Ranch Road, Suite 200
Austin, Texas 78730
Attention: Adam Boenig

Copy to: Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attention: Kevin Flahive

County: Transportation & Natural Resources Department
P. O. Box 1748
Austin, Texas 78767
Attention: Cynthia McDonald (or successor), County Executive

Copy to: Travis County Attorney's Office
P. O. Box 1748
Austin, Texas 78767
Attention: Honorable Delia Garza (or successor), County Attorney

The Parties may from time to time change their respective addresses by written notice to the other Party.

K. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

L. Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, unconstitutional or otherwise unenforceable for any reason, the remainder of this Agreement will not be affected thereby, and this Agreement shall be construed as if such invalid, unconstitutional or unenforceable portion had never been contained herein.

M. Vested Rights. This Agreement shall not be construed to waive, modify, or reduce Developer's vested rights related to the Project.

N. Number and Gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, will be deemed to include any other number or gender as the context may require.

O. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

- P. Exhibit List:
- Exhibit A – Property Description
 - Exhibit B – Site Location Map
 - Exhibit C – Site Plan
 - Exhibit D - TA Determination Worksheet
 - Exhibit E - RP Worksheet

---Signature Pages Follow---

EXECUTED to be effective as of the later date set forth below.

COUNTY:

TRAVIS COUNTY, a political subdivision of the State of Texas

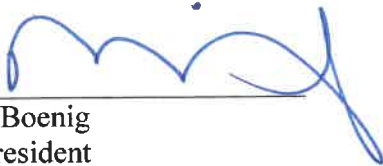
By: _____
Andy Brown,
Travis County Judge

Date: _____

DEVELOPER:

CLAYTON PROPERTIES GROUP, INC.,

A Tennessee Corporation doing business in Texas,
as BROHN HOMES

By: 
Name: Adam Boenig
Title: Vice President

Date: 1/8/25

ACKNOWLEDGEMENT

STATE OF Texas §

COUNTY OF Travis §

This instrument was acknowledged before me on the 8 day of January, 2024, by Adam Boenig, Vice President of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as BROHN HOMES, in the capacity stated.


Notary Public, State of Texas

My Commission Expires: 02/23/2027

Jennifer Muth

(Printed Name of Notary)

After Approval Return to:
Transportation and Natural Resources
P. O. Box 1748
Austin, Texas 78767
File No: _____

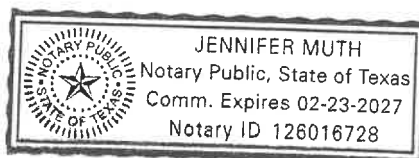


Exhibit A
The Property
DESCRIPTION OF TRACT 1

BEING 11.80 ACRES OF LAND, OUT OF THE D. D. BASSFORD SURVEY NUMBER 625, ABSTRACT NUMBER 84, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN SAM WILLIAMS, TRUSTEE 11.799 ACRE TRACT RECORDED IN DOCUMENT NUMBER 1999096311, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 11.800 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found at the southwest corner of that certain James Knight 10.00 acre tract recorded in Document Number 2000025674, Official Public Records, said county, at the northeast corner of that certain Stoneridge Capital partners, LTD. 182.917 acre tract recorded in Document Number 2005210732, Official Public Records, said county, same being the northwest corner of said 11.799 acre tract, for the northwest corner hereof;

THENCE along the southerly line of said 10.00 acre tract and the northerly line of said 11.799 acre tract, the following 3 calls,

1. South 62 degrees 06 minutes 05 seconds East, 248.88 feet to an iron pipe found,
2. South 61 degrees 45 minutes 20 seconds East, 53.31 feet to an iron rod found,
3. South 61 degrees 38 minutes 40 seconds East, 65.30 feet to an iron rod found in said line, being in the northerly line of the remaining portion of that certain Sam Williams 100 acre tract recorded in Volume 12210, Page 2284, real property Records, said county, same being the northeast corner of said 11.799 acre tract, for the northeast corner hereof;

THENCE through said 100 acre tract, along the easterly line of that certain Anthony Powell 5.001 acre tract recorded in Document Number 1999135507, Official Public Records, said county, along the easterly line of said 11.799 acre tract, the following 3 calls,

1. South 14 degrees 04 minutes 42 seconds West, 864.70 feet to an iron rod found,
2. South 28 degrees 17 minutes 58 seconds West, 1,112.48 feet to an iron rod found,
3. South 28 degrees 19 minutes 57 seconds West, 676.80 feet to an iron rod found in the northerly right-of-way line of Fitzhugh Road, at the southwest corner of said 5.001 acre tract, same being the southeast corner of said 11.799 acre tract, for the southeast corner hereof;

THENCE North 62 degrees 05 minutes 39 seconds West, along said right-of-way line and the southerly line of said 11.799 acre tract, 60.14 feet to an iron rod found in said line, at the southeast corner of that certain Dreams Openly Lived Libertio You, LLC. 14.905 acre tract recorded in Document Number 2014052179, Official Public Records, said county, same being the southwest corner of said 11.799 acre tract, for the southwest corner hereof;

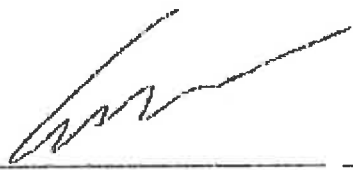
THENCE along the easterly and northerly line of said 14.905 acre tract, along the westerly line of said 11.799 acre tract, the following 3 calls,

1. North 28 degrees 19 minutes 14 seconds East, 641.49 feet to an iron rod found,
2. North 28 degrees 19 minutes 12 seconds East, 1,128.93 feet to an iron pipe found,
3. North 61 degrees 19 minutes 59 seconds West, 518.20 feet to an iron pipe found in the easterly line of said 182.917 acre tract, at the northwest corner of said 14.905 acre tract, same being an angle corner in the westerly line of said 11.799 acre tract, for an angle corner in the westerly line hereof;

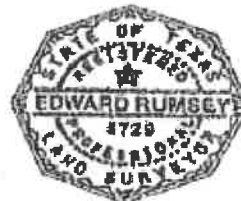
THENCE along the easterly line of said 182.917 acre tract, continuing along the westerly line of said 11.799 acre tract, the following 4 calls,

1. North 28 degrees 02 minutes 14 seconds East, 65.28 feet to an iron pipe found,
2. North 28 degrees 11 minutes 08 seconds East, 723.06 feet to an iron pipe found,
3. North 28 degrees 12 minutes 44 seconds East, 246.58 feet to an iron pipe found,
4. North 28 degrees 08 minutes 21 seconds East, 320.91 feet to the POINT OF BEGINNING.

THIS LOCAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.


EDWARD RUMSEY
TX R.P.L.S. No. 5729
Job No. A0309917-2

11/02/2017
Date



DESCRIPTION OF TRACT 2

BEING 71.10 ACRES OF LAND, OUT OF THE B. D. BASSFORD SURVEY NUMBER 625, ABSTRACT NUMBER 84, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN SAM WILLIAMS 100 ACRE TRACT RECORDED IN VOLUME 12666, PAGE 117, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT THOSE CERTAIN TRACTS CONTAINING 7.00 ACRES RECORDED IN DOCUMENT NUMBER 1999096310, 11.799 ACRES RECORDED IN DOCUMENT NUMBER 1999096311, 5.092 ACRES RECORDED IN DOCUMENT NUMBER 1999096312, AND 5.001 ACRES RECORDED IN DOCUMENT NUMBER 1999096313, ALL OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 71.10 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pipe found in the southerly line of Hillside Springs, a subdivision recorded in Volume 41, Page 50, Plat Records, said county, at the northwest corner of Tanglewood west, a subdivision recorded in Volume 77, Page 337, Plat Records, said county, same being the northeast corner of said 100 acre tract, for the northeast corner hereof;

THENCE along the westerly line of said Tanglewood west and the easterly line of said 100 acre tract, the following 9 calls,

1. South 28 degrees 11 minutes 48 seconds West, 67.85 feet to an iron rod found,
2. South 28 degrees 16 minutes 08 seconds West, 335.56 feet to an iron rod found,
3. South 28 degrees 21 minutes 25 seconds West, 198.04 feet to an iron rod found,
4. South 28 degrees 21 minutes 25 seconds West, 198.02 feet to an iron rod found,
5. South 28 degrees 21 minutes 23 seconds West, 197.99 feet to an iron rod found,
6. South 28 degrees 18 minutes 56 seconds West, 197.73 feet to an iron rod found,
7. South 28 degrees 17 minutes 20 seconds West, 258.45 feet to an iron rod found,
8. South 28 degrees 29 minutes 31 seconds West, 192.39 feet to an iron pipe found,
9. South 27 degrees 54 minutes 50 seconds West, 60.52 feet to an iron pipe found in said line, at the northeast corner of that certain Lynn Brown 6.739 acre tract recorded in Document Number 2009159936, Official Public Records, said county, same being an angle corner in the easterly line of said 100 acre tract, for an angle corner in the easterly line hereof;

THENCE along the northerly and westerly line of said 6.739 acre tract, continuing along the easterly line of said 100 acre tract, North 73 degrees 20 minutes 35 seconds West, 231.12 feet to an iron pipe found and South 41 degrees 51 minutes 25 seconds West, 898.37 feet to an iron pipe found in the northerly right-of-way line of Fitzhugh Road, at the southwest corner of said 6.739 acre tract, same being the southeast corner of said 100 acre tract, for the southeast corner hereof;

THENCE along said right-of-way line and the southerly line of said 100 acre tract, North 62 degrees 28 minutes 27 seconds West, 65.24 feet to an iron pipe found and North 62 degrees 05 minutes 00 seconds West, 78.28 feet to an iron rod found in said line, at the southeast corner of said 7.00 acre tract, for an angle corner in the southerly line hereof;

THENCE along the easterly and northerly line of said 7.00 acre tract, along the northerly line of said 5.092 acre tract and said 5.001 acre tract, through said 100 acre tract, the following 5 calls,

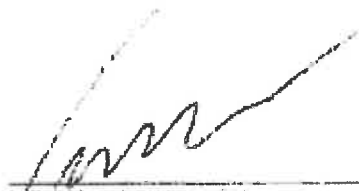
1. North 28 degrees 52 minutes 43 seconds East, 863.75 feet to an iron rod found at the northeast corner of said 7.00 acre tract,
2. North 73 degrees 16 minutes 21 seconds West, 276.30 feet to an iron rod found,
3. North 72 degrees 52 minutes 04 seconds West, 98.63 feet to an iron rod found,
4. North 72 degrees 52 minutes 08 seconds West, 299.83 feet to an iron rod found,
5. North 73 degrees 15 minutes 01 seconds West, 314.11 feet to an iron rod found at the northwest corner of said 5.001 acre tract, in the easterly line of said 11.799 acre tract, for the southwest corner hereof;

THENCE along the easterly line of said 11.799 acre tract, continuing through said 100 acre tract, North 28 degrees 17 minutes 58 seconds East, 1,112.88 feet to an iron rod found and North 14 degrees 04 minutes 42 seconds East, 864.70 feet to an iron rod found in the southerly line of that certain James Knight 10.00 acre tract recorded in Document Number 2000025674, Official Public Records, said county, at the northeast corner of said 11.799 acre tract, same being in the northerly line of said 100 acre tract, for the northwest corner hereof;

THENCE along the southerly line of said 10.00 acre tract, that contain James Knight 7.33 acre tract recorded in Volume 6292, Page 828, deed Records, said county, and of said Hillside Springs, along the northerly line of said 100 acre tract, the following I call,

1. South 61 degrees 36 minutes 36 seconds East, 309.62 feet to an iron rod found,
2. South 62 degrees 01 minutes 08 seconds East, 665.51 feet to an iron pipe found,
3. South 62 degrees 04 minutes 35 seconds East, 368.21 feet to an iron pipe found,
4. South 61 degrees 49 minutes 35 seconds East, 410.12 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.


EDWARD RUMSEY
TX R.P.L.S. No. 5729
Job No. A0509917

11/02/2017
Date



Exhibit B
Location Map



PRELIMINARY PLAN
 ORCHARD RANCH
 PRELIMINARY PLAN

	8000 G. Capital of Texas Hwy. Suite 100 Austin, Texas 78709 512-335-0001 512-335-0002 512-335-0003
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Exhibit D

RP Worksheet



Rough Proportionality Worksheet for Roadway Infrastructure Improvements Travis County, Texas

Development Name: Orchard Ranch RP worksheet

Applicant: Rachel M. John, BOE

Legal Description (Lot, Block):

Prepared by: Rahul Mars

Date: 6/18/2024

Case / Plat Number:

Worksheet Last Updated: 6/18/2024

DEMAND - Traffic Generated by Proposed Development

Peak Period to Analyze:

☐ AM Peak
☒ PM Peak

Trip Generation Method:

☒ Linear Rates
☐ Regression Equations

Land Use Type ¹ :	Development Unit:	Intensity ² :	Peak Hour Trip Rate ³ :	Peak Hour Trips:	Trip Reduction Rate ⁴ :	Adjusted Trip Length ⁵ (miles)	Trip Length ⁶ (miles)	Demand (vehicle-miles)	Impact of Development ⁷ (\$)
Single-Family Detached Housing	Dwelling Unit	264	1.00	264	0%	0.75	0.75	198.0	\$804,354
				Total Peak Hour Trips	416				

These rows allow for the entry of unique or uncommon land uses not included within the current ITE Trip Generation Manual, or when circumstances require manual entry of the development unit and/or trip rate. It shall only be used when (a) sufficient data is available to support an alternative calculation; and (b) it is agreed to by the City and/or County.

Custom Industrial	Acres	25	6.08	152	0%	1.50		228.0	

IMPACT OF DEMAND PLACED ON THOROUGHFARE SYSTEM:

Estimated Average Cost Per Vehicle Mile⁸: \$ 4,062

426.0

\$804,354

Notes: ¹Per the ITE Trip Generation Manual. ²Intensity is the amount of the development unit that is proposed. ³Trip Rate is the trip generation rate with a reduction for pass-by's per the ITE Trip Generation Handbook. When regression equations are used, the rate is derived from the equation at the given intensity. When this results in a negative value, the rate defers back to the linear method and the cell is shaded blue. For uses without a regression equation, the rate reverts to the linear method and the cell is shaded gray. ITE does not have data available for all land uses during the AM Peak; when data is unavailable the PM Peak Period may be used. ⁴Trip Reduction Rate includes Internal Capture and Transit and Bike/Ped reductions (Pass-by automatically reflected in Peak Hour Trip Rate if included in Land Use Chart) and should only be used when supported by a traffic study. ⁵The City of Austin uses an adjusted, trip length of 1.5 miles for projects within the City. Travis County uses the actual trip length. ⁶Trip Length is 1/2 the distance traveled by trips generated per land use type attributed to the proposed development. ⁷Based on the average cost to provide a typical vehicle mile of roadway in Austin, including costs for construction, engineering and administration, and right-of-way. ⁸Estimated average cost per vehicle mile is based on a weighted average of Austin's major and minor arterial construction costs per lane mile as shown in the Summary of Roadway Costs.

Exhibit E

TA Determination Worksheet



TRANSPORTATION ASSESSMENT (TA) DETERMINATION WORKSHEET

APPLICANT MUST FILL IN WORKSHEET PRIOR TO SUBMITTING FOR TA DETERMINATION

PROJECT NAME: Orchard Ranch
 LOCATION: North of Fitzhugh Road between Rutler Lane & US 290
 APPLICANT: Saba Hatami, P.E., PTOE TELEPHONE NO.: (737) 400-6189
 Fax: _____
 APPLICATION STATUS: ☐ DEVELOPMENT ASSESSMENT ☒ PRELIMINARY PLAN ☐ PLATTING ☐ SITE PLAN

EXISTING:

TRACT NO.	TRACT ACRES	BUILDING SQ. FT.	ZONING	LAND USE	I.T.E. CODE	TRIP RATE	TRIPS PER DAY
1		Undevelopment	N/A	Undevelopment	-	-	-

PROPOSED

TRACT NO.	TRACT ACRES	IV value Dwelling Units	ZONING	LAND USE	I.T.E. CODE	TRIP RATE	TRIPS PER DAY
1	70.340	284	N/A	Single-Family Detached Housing	216	Equation	2,465
						Total	2,465

ABUTTING ROADWAYS

STREET NAME	PROPOSED ACCESS?	PAVEMENT WIDTH	CLASSIFICATION
Fitzhugh Road	Yes		Collector

FOR OFFICE USE ONLY

A transportation assessment is required. The consultant preparing the study must meet with a transportation planner to discuss the scope and requirements of the study before beginning the study.

A transportation assessment is NOT required. The traffic generated by the proposal does not meet or exceed the thresholds established in the Land Development Code.

X The transportation assessment has been waived for the following reason(s):

A TA requirement is waived for this project since the Developer agrees to pay 50% of the Rough Proportionality (RP) as fiscal payment for the above development. This is accepted as part of the TA Guidelines (Septe version. Based on the Rough Proportionality worksheet, the 50% RP equivalent is \$402,177. The Developer shall agree to pay this amount as fiscal payment for future Travis County CIP projects. The determination is independent of Development Services Review for this project.

REVIEWED BY: Rahul Mars
 DISTRIBUTION: FILE
City of Austin
City of Elgin

X Dev. Services
City of Manor

June 18, 2024
TxDOT
City of Pflugerville

NOTE: A TIA determination must be made prior to submittal of any development application; therefore, this completed and reviewed form must accompany any subsequent application for the IDENTICAL project. CHANGES to the proposed project will REQUIRE a new TIA determination to be made.