AGENDA

PLANNING & ZONING COMMISSION

REGULAR MEETING

MONDAY, JULY 26, 2021, 6:30 P.M.

PUBLIC LIBRARY ANNEX, CIVIC CENTER

404 NORTH MAIN STREET

1. CALL TO ORDER

2. PUBLIC COMMENTS FOR NON-AGENDA RELATED ITEMS

Individuals may request to speak on items not on the agenda. Speaker comments are limited to three (3) minutes and no formal action can be taken. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Commissioner, Staff, or others.

3. CONSENT AGENDA

All matters listed below are to be considered routine by the Commission and will be enacted in one motion. There will not be separate discussion on the items. If discussion is desired, that items can be removed from the consent agenda and will be considered separately as a new business item.

<!--[if !supportLists]-->1. Consider approval of the following Minutes:

3.I. June 28, 2021 Minutes.

Documents:

JUNE 28, 2021 MINUTES.PDF

4. NEW BUSINESS

4.I. Project # 202101220: A Final Plat For “Elm Creek North Phase 4” Located On A Parcel Of Land Known By The Travis County Appraisal District As Parcel 922752, Located Adjacent To Phases 2 And 3 And Along U.S. Hwy 290 For A Total Of 96 Lots On 18.935 Acres Of Land

Documents:

ELM CREEK NORTH PHASE 4 FINAL PLAT COMBINED PACKET.PDF

4.II. Project #: 202101222: An Ordinance Granting A Specific Use For A Medical Facility On Property Located At 122 Fisher St. (0.484 ACRES OF LAND AND 9.19 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178), City Of Elgin, Texas, Bastrop County, Texas, And Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

Documents:

122 FISHER ST. SPECIFIC USE COMBINED PACKET.PDF

5. WORKSHOP

5.I. Review, Discuss, And Provide Input For Future PDD Rezoning For Stone Creek Ranch Development.

Documents:

STONE CREEK RANCH PDD WORKSHOP COMBINED PACKET.PDF

5.II. Review, Discuss, And Provide Input For Future PDD Rezoning For Eagles Landing Phase III & IV Development.

Documents:

EAGLES LANDING PDD WORKSHOP COMBINED PACKET.PDF

5.III. Review, Discuss, And Provide Input For Future PDD Rezoning For Creek’s Crossing Development.

Documents:

CREEKS CROSSING PDD WORKSHOP COMBINED PACKET.PDF

5.IV. Review, Discuss, And Provide Input For Future PDD Rezoning For Nana’s House Development.

Documents:

NANAS HOUSE PDD WORKSHOP COMBINED PACKET.PDF

6. ANNOUNCEMENTS

7. ADJOURNMENT

The Commission may adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code. The Commission will return to an open session for possible discussion and action as a result of the Executive Session.

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512) 281-5724. Please provide a forty-eight (48) hour notice when feasible.

Para informacion en espanol favor de llamar (512) 281-0119. Servicios de traduccion disponible en la reunion.

MINUTES
CITY OF ELGIN PLANNING AND ZONING COMMISSION
REGULAR MEETING
MONDAY, JUNE 28, 2021

CALL TO ORDER: The Chair called the meeting to order at 6:30 P.M. at the Library Annex (Civic Center) located at 404 N. Main St., Elgin, TX U.S.A.

COMMISSION PRESENT: Chair Antonio Prete, Dorothy McCarther, Scott Mackay, Ronnie Creppon, Jason Tatum, and David Lanford (arrived at 6:33 P.M.).

COMMISSION ABSENT: Vice-Chair Brian Lundgren.

STAFF PRESENT: David Harrell, Development Services Director; Melissa Lipiec, Secretary; Charlie Navejas, Building Permit Technician; Beau Perry, TRC Engineers (3rd Party City Engineer).

PUBLIC COMMENT FOR NON-AGENDA RELATED ITEMS: No members of the public were present to speak on this item.

CONSENT AGENDA

1. May 28, 2021 Minutes.

   Scott Mackay moved that the Commission approve the consent agenda, Ronnie Creppon seconded the motion. The motion passed unanimously with a vote of six (6) for and zero (0) against.

NEW BUSINESS

1. Project #: 202101097 A final plat for "Peppergrass Phase 2" located on parcels of land known by the Bastrop County Appraisal District as Parcel R15615, located adjacent to Peppergrass Phase 1C and near the intersection of Bear Grass Dr. and Rush Ln. for a total of 102 lots on 24.40 acres of land.
   A. Staff Presentation – David Harrell conducted a power-point presentation of the staff report.

   B. Applicant Presentation – Scott Miller, representative of the applicant, indicated he was present for any questions.

   C. Open Public Hearing – The public hearing was opened at 6:35 P.M. with no members of the public in attendance to speak on the item.

   D. Close Public Hearing – The public hearing was closed at 6:35 P.M.

   E. Discussion – There was discussion between the Commission and the applicant regarding location of future park trail. There was discussion between Commission and City Staff regarding the floodplain in relation to the Plat, filing of CLOMR (Conditional Letter of Map Revision) and LOMR (Letter of Map Revision) with FEMA (Federal Emergency Management Agency), the original PDD (Planned Development District) approved with this development in relation to the proposed Plat, issues related to the modification of the final plat in removing one (1) local roadway versus it showing on the preliminary plat.

   F. Recommendation – David Lanford made a motion to approve the item, seconded by Jason Tatum. The motion passed by a vote of five (5) to one (1).

NEW BUSINESS (Cont.)

2. Project #202101098 A final plat for "Peppergrass Phase 3" located on parcels of land known by the Bastrop County Appraisal District as Parcel R15615, located adjacent to Peppergrass Phase 1C and near the intersection of Bear Grass Dr. and Open Wagon Tr. for a total of 58 lots on 17.97 acres of land.
    A. Staff Presentation – David Harrell conducted a power-point presentation of the staff report.

    B. Applicant Presentation – Scott Miller, representative of the applicant, indicated he was present for any questions.

    C. Open Public Hearing – The public hearing was opened at 6:50 P.M. with no members of the public in attendance to speak on the item.

    D. Close Public Hearing – The public hearing was closed at 6:50 P.M.

    E. Discussion – There was discussion between Commission and City Staff regarding the order of review for this and future PDD (Planned Development District) re-zoning items.

    F. Recommendation – Jason Tatum made a motion to approve the item, seconded by Dorothy McCarther. The motion passed by a vote of five (5) to one (1).

ANNOUNCEMENTS

David Harrell announced that the next meeting or meeting thereafter may consist of several different plat coming forward, with Trinity Ranch and Harvest Ridge. There was a brief discussion between the Commission and City Staff regarding subdivision development standards and County versus City standards and review of platting in the ETJ (extraterritorial jurisdiction).

ADJOURNMENT

The meeting was adjourned by the Chair at 6:57 P.M.

_____
Antonio Prete, Chairman

ATTEST:_____
Melissa Lipiec, Secretary

On a motion by _____, seconded by _____

the foregoing instrument was passed and approved on this 26th day of July 2021.

Development Services Department

STAFF REPORT

Elm Creek Phase 4 Final Plat

Project #: 202101220

Date: July 16, 2021

Applicant: Timothy Holland c/o BGE

Representative: SAME

Hearing Dates: Planning & Zoning Commission – July 26, 2021

Location: Travis County Parcel ID#: 922572

APPLICATION SUMMARY
Consideration of a final plat for Elm Creek North Phase IV which consists of 96 lots (91 single family lots, 3 open space lots, 1 open space/drainage/water quality, 1 ROW reserve) within 2 designated blocks on 18.935 acres of land. This site is located adjacent to Phases 2 and 3 and along U.S. Hwy 290.

DEPARTMENT COMMENTS
This plat is located within Municipal Utility District (MUD) 14 within the extraterritorial jurisdiction (ETJ). The Novinger Development Agreement approved back in 2000, by the Council, allows the development to use Travis Co. standards. Since it is within the ETJ the City must approve it before Travis Co. can approve the Plat. The Commission approved a Preliminary Plat and a Phase 1 Final Plat on 6/24/2019, Phase II Final Plat on 6/22/2020, Phase III Final Plat on 8/24/2020. This will be the final plat that will finish the development of the subdivision, if approved by the Commission This plat substantially matches the approved preliminary plat and only differs in the following circumstances:

1. Lot 10 open space on the Preliminary Plat has been removed and new open space between Lot 13 and 15 and Lots 20-21 have been shown on the Final Plat.

2. Between Lots 60-62 on the Preliminary Plat has been moved and relocated to between Lots 64-65 on the Final Plat.

In consultation with the applicant, these changes were completed to allow for improved drainage.

STAFF ANALYSIS
Based on the information provided by the applicant which is included with the packet, including the change between the preliminary and final plat as noted in the report, staff believes there are no issues or concerns with approving the request. The Commission may approve, approve with conditions, or deny the request.

ATTACHMENTS
Additional information is provided through attached exhibits.

1. Application.
2. Approved Preliminary Plat.
3. Proposed Final Plat.

Attachment 1
Application

Revised: 4-13-2020

FINAL PLAT APPLICATION

Date: 5/13/2021

SITE INFORMATION

Project Address: Red Elm Parkway & US 290

Parcel Identification Number (if no address): _____

APPLICANT

Name: Timothy Holland

Postal Address: 1701 Directors Blvd., Suite 1000
Austin, TX 78744

E-Mail Address: tholland@bgeinc.com; **Phone Number:** (512) 879-0433

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

Signature	Printed Name	Date
Timothy M Holland	Timothy M. Holland	5/13/2021

Project Description:

Subdivision final plat for 91 residential lots

310 North Main Street
P.O. Box 591
Elgin, Texas, 78621
(512) 281-5724
www.elgintx.com

Attachment 2
Approved Preliminary Plat

ELM CREEK NORTH

PRELIMINARY PLAT

EASEMENT KEY NOTES:

10. F) CHANNEL EASEMENTS GRANTED TOT HE STATE OF TEXAS, AS RECORDED IN VOLUME 622, PAGE 495 AND VOLUME 623, PAGE 21, DEED RECORDS OF TRAVIS COUNTY, TEXAS (AFFECTS ALL THREE TRACTS, AS SHOWN) (WIDTH = 150')

10. G) BLANKET WATER LINE EASEMENTS GRANTED TO AQUA WATER SUPPLY CORPORATION, AS RECORDED IN VOLUME 11301, PAGE 199; VOLUME 11146, PAGE 218 AND VOLUME 11146, PAGE 220, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (AFFECTS ALL THREE TRACTS)

10. H) WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION, AS RECORDED IN DOCUMENT NUMBER 2002234770, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (AFFECTS TRACTS NO. 2 AND NO. 3, AS SHOWN) (WIDTH = 15')

10. I) WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION, AS RECORDED IN DOCUMENT NUMBER 2002234771, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (AFFECTS TRACT NO. 1, AS SHOWN) (WIDTH = 15')

10. J) WATER SYSTEM EASEMENT GRANTED TO TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 14, AS RECORDED IN DOCUMENT NUMBER 2002236044, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (AFFECTS TRACT NO. 1, AS SHOWN) (WIDTH = 15')

10. K) WATER SYSTEM FACILITIES EASEMENT GRANTED TO TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 14, AS RECORDED IN DOCUMENT NUMBER 2002236045, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (AFFECTS TRACT NO. 1, AS SHOWN) (WIDTH = 156')

10. L) ELECTRIC SUPPLY EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY, AS RECORDED IN DOCUMENT NUMBER 2003263236, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (AFFECTS TRACT NO. 1, AS SHOWN) (WIDTH = 15')

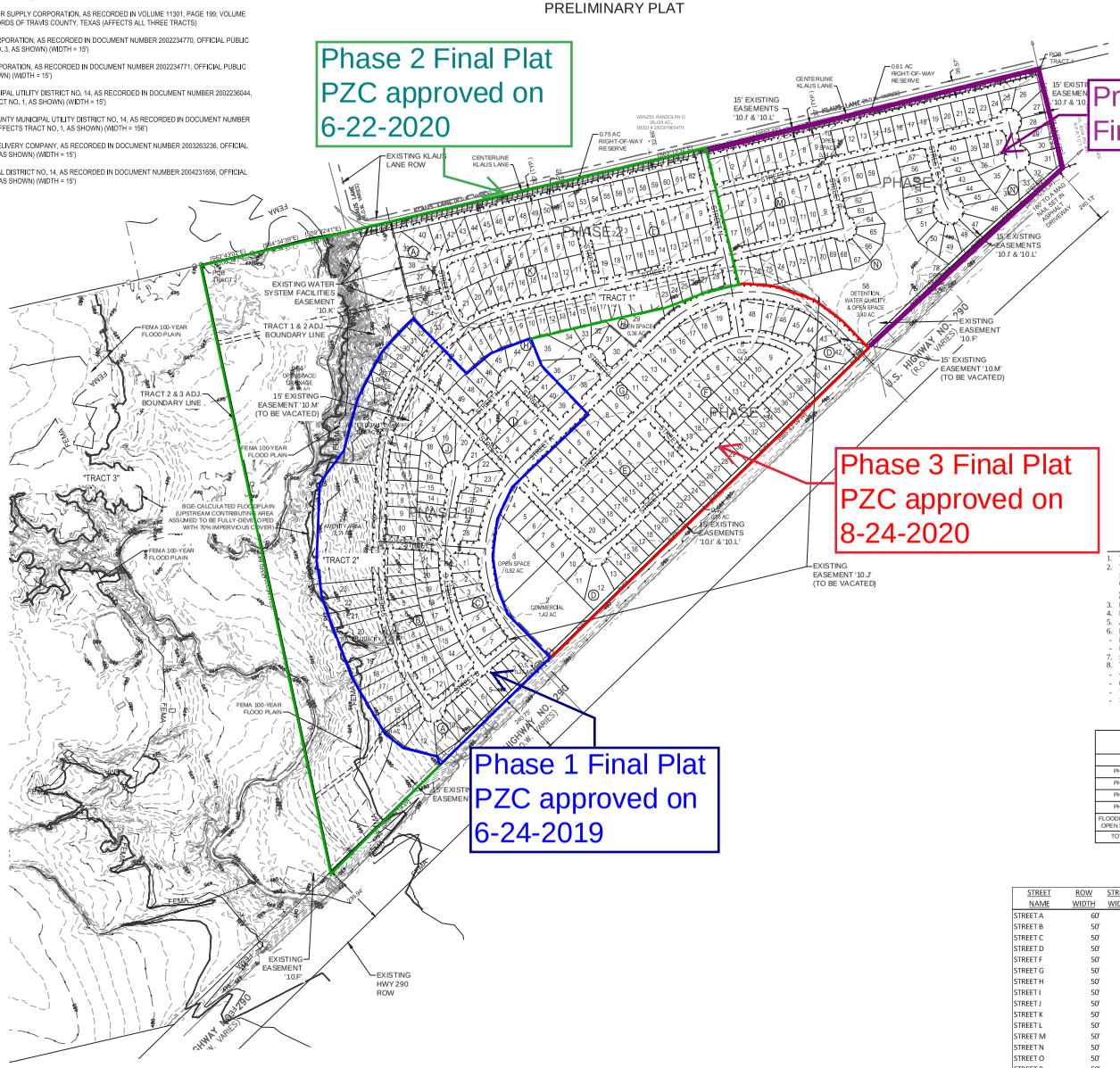
10. M) WATER LINE EASEMENT GRANTED TO TRAVIS COUNTY MUNICIPAL DISTRICT NO. 14, AS RECORDED IN DOCUMENT NUMBER 2004231656, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (AFFECTS TRACT NO. 3, AS SHOWN) (WIDTH = 15')

Phase 2 Final Plat
PZC approved on
6-22-2020

Proposed Phase 4
Final Plat

Phase 3 Final Plat
PZC approved on
8-24-2020

Phase 1 Final Plat
PZC approved on
6-24-2019



0 100' 200' 400'
SCALE: 1" = 200'

Texas 811
Know what's below. Call before you dig.

LEGEND

- PROPERTY BOUNDARY
- XXX MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- PROPOSED ROW
- PROPOSED LOT LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED SIDEWALK
- FEMA FEMA 100-YEAR FLOODPLAIN
- PHASE LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ADJUSTED WATERWAY SETBACK
- WATERWAY CENTERLINE
- RIGHT-OF-WAY RESERVE AREA

NOTE:
FINISHED FLOOR ELEVATIONS ON ALL LOTS ADJACENT TO THE FEMA OR BGE-CALCULATED FLOODPLAIN SHALL BE TWO(2) FEET ABOVE THE HIGHEST ADJACENT BASE FLOOD ELEVATION.

LAND USE TABLE

1.	TOTAL ACREAGE:	102.930 AC.
2.	TOTAL LOTS:	418
	SINGLE FAMILY LOTS:	402
	OPEN SPACE, D.E., & W.Q. LOTS:	14
	AMENITY AREA LOTS:	1
	COMMERCIAL LOTS:	1
3.	NUMBER OF BLOCKS:	14
4.	LINEAR FEET OF STREETS:[15,773 L.F.] SEE TABLE 1	
5.	ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.	
6.	FLOODPLAIN SHOWN ON THIS PLAN PER FEMA PANEL:	
-	NO. 48453C0510H DATE: SEPTEMBER 26, 2008	
-	NO. 48453C0505H DATE: SEPTEMBER 26, 2008	
7.	STREET NAMES, WIDTHS AND R.O.W. WIDTHS: SEE PLAN.	
8.	THE ESTIMATED AVERAGE SINGLE FAMILY LOT SIZE IS 4,700 SF.	
-	< 6,000 SF	325
-	6,000 - 7,500 SF	50
-	7,500 - 9,000 SF	14
-	> 9,000 SF	29

PHASING TABLE

	AC.	SF LOTS	AMENITY LOTS	COMMERCIAL LOTS	O.S. & D.E. LOTS
PH 1	24.380	103	1	0	5
PH 2	16.032	96	0	1	2
PH 3	22.847	111	0	0	3
PH 4	18.970	92	0	0	3
FLOODPLAIN & OPEN SPACE	20.701	0	0	0	1
TOTAL	102.930	402	1	1	14

STREET NAME	ROW WIDTH	STREET WIDTH	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
STREET A	60'	40'	35 MPH	C&G	RESIDENTIAL COLLECTOR	PUBLIC	2,692
STREET B	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	427
STREET C	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	746
STREET D	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	3,118
STREET F	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	409
STREET G	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	972
STREET H	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	240
STREET I	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	263
STREET J	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	106
STREET K	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	1,250
STREET L	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	1,093
STREET M	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	275
STREET N	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	733
STREET O	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	280
STREET P	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	255
STREET Q	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	2,384
STREET R	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	255
STREET S	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	275

TOTAL LF: 15,773

NOTE: ALL THE STREET CROSS-SECTIONS WILL COMPLY WITH THE CITY OF AUSTIN STANDARD DETAILS. LOCAL STREET TO COMPLY WITH DETAIL "1000S-10" AND COLLECTOR STREETS TO COMPLY WITH DETAIL "1000S-11"

NO.	DESCRIPTION	DATE	APP.

DESIGNED BY:
REVIEWED BY:
DRAWN BY:

BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TX 78731
TEL: 512.879.0400 www.bgeinc.com
TBPE Registration No. F-1046

ELM CREEK NORTH

PRELIMINARY PLAT OVERALL

TIMOTHY M. HOLLAND 94648 LICENSED PROFESSIONAL ENGINEER

SHEET
2 OF 7

G:\TX\Projects\Lennar\56099-00_Elm_Creek_Prelim_Plan\03_CAD\06_LD\01_Sheets\Prelim Elm Creek East\C-SP-PRELIM-EAST.dwg Layout: PRELIMINARY PLAT OVERALL Plotted: 3/5/2019 3:18:21 PM

Attachment 3
Proposed Final Plat

505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

July 12, 2021

Mr. David Harrell, Development Services Director
City of Elgin
310 N. Main St.
Elgin, Texas 78621

RE: Elm Creek North Phase 4 – Final Plat Review

Dear Mr. Harrell:

TRC has reviewed the following documents listed below submitted by BGE, Inc. (BGE):

1. Phase 4 Final Plat dated June 23, 2021.
2. Other supporting documents submitted with the final plat: Comment response letter.

Our review finds that these documents have been prepared in general conformance with the City of Elgin's Code of Ordinances.

As TRC did not provide the detailed design of the submitted documents, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and Registered Professional Engineer that prepared the documents and all responsibility for the surveying, engineering design and submitted documents shall remain with the Registered Professional Land Surveyor and Registered Professional Engineer. Note that prior to signature of the mylar, all applicable filing fees and invoices shall be paid. If you have any questions regarding this information, please do not hesitate to contact this office.

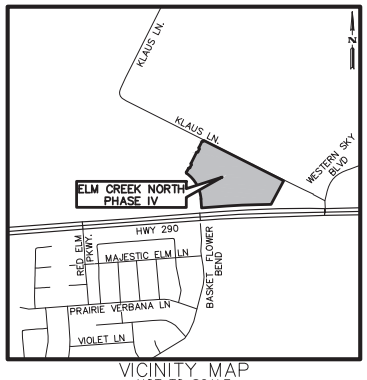
Sincerely,

K. Beau Perry, P.E.
Vice President

cc: Mr. Timothy M. Holland, P.E., BGE, Inc.

TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY THE SUBDIVIDER, OR THEIR REPRESENTATIVES.



VICINITY MAP
NOT TO SCALE

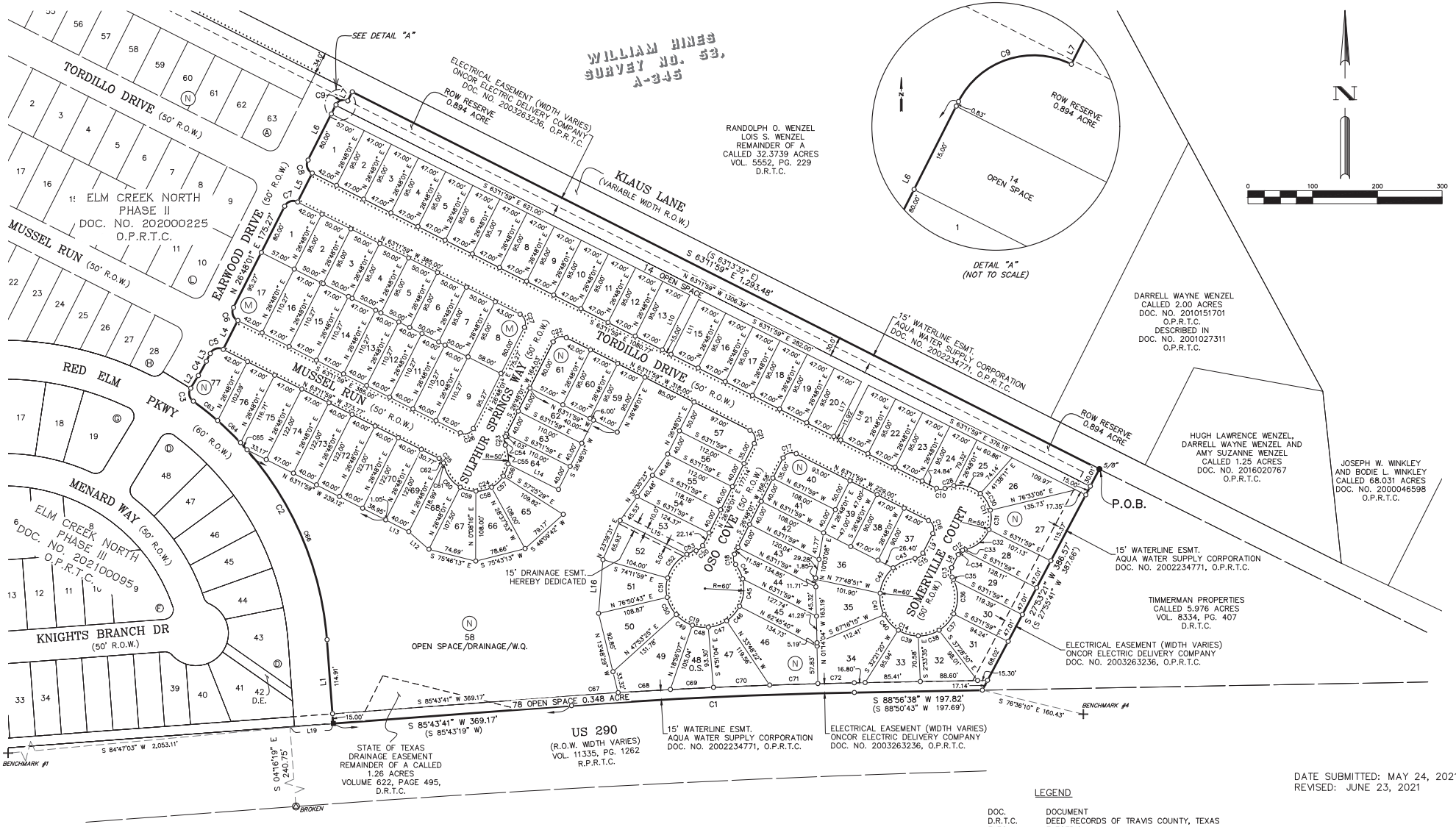
FINAL PLAT

ELM CREEK NORTH PHASE IV

A SUBDIVISION OF 18.935 ACRES OF LAND
LOCATED IN THE
WILLIAM HINES SURVEY NO. 53,
ABSTRACT NO. 345
TRAVIS COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TXC\Projects\Lennar\6686-00-Elm_Creek_PH4\06_Survey\04_Prelim\Drawings\Plat\Elm_Creek_Phase_4_PLAT.dwg, 6/22/2021 11:29 AM, sborger, 1:0



DATE SUBMITTED: MAY 24, 2021
REVISED: JUNE 23, 2021

FINAL PLAT

ELM CREEK NORTH PHASE IV

A SUBDIVISION OF 18.935 ACRES OF LAND
LOCATED IN THE
WILLIAM HINES SURVEY NO. 53,
ABSTRACT NO. 345
TRAVIS COUNTY, TEXAS

BENCHMARKS:

BENCHMARK #1 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN AN ASPHALT DRIVEWAY OFF OF THE WESTBOUND LANES OF US HIGHWAY 290, BEING APPROXIMATELY 3,800 FEET WEST OF THE INTERSECTION OF US HIGHWAY 290 AND WESTERN SKY BLVD.

ELEVATION: 488.05 FEET NAVD-88

BENCHMARK #4 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN AN ASPHALT DRIVEWAY OFF OF THE WESTBOUND LANES OF US HIGHWAY 290, BEING APPROXIMATELY 620 FEET WEST OF THE INTERSECTION OF US HIGHWAY 290 AND WESTERN SKY BLVD.

ELEVATION: 490.74 FEET NAVD-88

LEGEND

DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
ELEC.	ELECTRIC
ESMT.	EASEMENT
FFE	FINISHED FLOOR ELEVATION
MIN	MINIMUM
NO.	NUMBER
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
O.S.	OPEN SPACE
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
VOL.	VOLUME
W.Q.	WATER QUALITY
( )	RECORD INFORMATION FOR DOC. NO. 2019030753 O.P.R.T.C.
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
■	SET 1/2" IRON ROD W/ "BGE INC" CAP IN CONCRETE
△	CALCULATED POINT
┼	BENCHMARK
.....	PROPOSED SIDEWALK
	BREAK LINE

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TXC\Projects\Lennar\6686-00-Elm_Creek_PH4\06_Survey\04_Prelim\Drawings\Plat\Elm_Creek_Phase_4_PLAT.dwg, 6/22/2021 11:33 AM, dberger, 1:0

LEGAL DESCRIPTION

FIELD NOTES FOR A 18.935 ACRE TRACT OF LAND IN THE WILLIAM HINES SURVEY NO. 53, ABSTRACT 345, TRAVIS COUNTY, TEXAS; BEING OUT OF A CALLED 73.394 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED UNTO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD. IN DOCUMENT NUMBER 2019030753 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 18.935 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron found on the southerly right-of-way line of Klaus Lane (R.O.W. ~ varies) no reference found, at the common corner of said 73.394 acre tract and a called 5.976 acre tract of land as conveyed unto Timmerman Properties in Volume 8334, Page 407 of the Deed Records of Travis County, Texas, for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 27°53'21" W, coincident with the common line of the 73.394 acre tract and said 5.976 acre tract, a distance of 386.57 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set on the northerly right-of-way line of U.S. Highway 290 (R.O.W. ~ varies) as described in Volume 11335, Page 1262 of the Real Property Records of Travis County, Texas, at the southwest corner of the 5.976 acre tract, for the southeast corner of the herein described tract;

THENCE, coincident with the common line of the 73.394 acre tract and the northerly right-of-way line of said U.S. Highway 290, the following three (3) courses:

1) S 88°56'38" W, a distance of 197.82 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the beginning of a tangent curve to the left;

2) Southwesterly along said curve to the left, having an arc length of 437.70 feet, a radius of 7,798.44 feet, a central angle of 03°12'57" and chord which bears S 87°20'09" W, 437.64 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the point of tangency;

3) S 85°43'41" W, a distance of 369.17 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set for the southwest corner of the herein described tract;

THENCE, departing the northerly right-of-way line of said U.S. Highway 290, over and across the 73.394 acre tract, the following three (3) courses:

1) N 04°16'19" W, a distance of 129.91 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the beginning of a tangent curve to the left;

2) Northwesterly along said curve to the left, having an arc length of 436.26 feet, a radius of 500.00 feet, a central angle of 49°59'30" and chord which bears N 29°16'04" W, 422.55 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at a point of reverse curve to the right;

3) Northwesterly along said curve to the right, having an arc length of 22.40 feet, a radius of 15.00 feet, a central angle of 85°33'05" and chord which bears N 11°29'17" W, 20.37 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the point of tangency, being a southeasterly corner of ELM CREEK NORTH PHASE II, a subdivision as recorded in Document Number 202000225 of the Official Public Records of Travis County, Texas;

THENCE, continuing over and across the 73.394 acre tract, coincident with the common line of said ELM CREEK NORTH PHASE II, the following thirteen (13) courses:

1) N 31°17'16" E, a distance of 22.87 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the beginning of a tangent curve to the left,

2) Northeasterly along said curve to the left, having an arc length of 25.45 feet, a radius of 325.00 feet, a central angle of 4°29'15" and chord which bears N 29°02'38" E, 25.45 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the point of tangency;

3) N 26°48'01" E, a distance of 13.10 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the beginning of a tangent curve to the right;

4) Northeasterly along said curve to the right, having an arc length of 23.56 feet, a radius of 15.00 feet, a central angle of 90°00'00" and chord which bears N 71°48'01" E, 21.21 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the end of this curve;

5) N 26°48'01" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the beginning of a non-tangent curve to the right;

6) Northwesterly along said curve to the right, having an arc length of 23.56 feet, a radius of 15.00 feet, a central angle of 90°00'00" and chord which bears N 18°11'59" W, 21.21 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the point of tangency;

7) N 26°48'01" E, a distance of 175.27 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the beginning of a tangent curve to the right;

8) Northeasterly along said curve to the right, having an arc length of 23.56 feet, a radius of 15.00 feet, a central angle of 90°00'00" and chord which bears N 71°48'01" E, 21.21 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the end of this curve;

9) N 26°48'01" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the beginning of a non-tangent curve to the right;

10) Northwesterly along said curve to the right, having an arc length of 23.56 feet, a radius of 15.00 feet, a central angle of 90°00'00" and chord which bears N 18°11'59" W, 21.21 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the point of tangency;

11) N 26°48'01" E, a distance of 95.83 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the beginning of a tangent curve to the right;

12) Northeasterly along said curve to the right, having an arc length of 21.18 feet, a radius of 13.50 feet, a central angle of 89°53'50" and chord which bears N 71°44'56" E, 19.07 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set at the end of this curve;

13) N 26°48'01" E, a distance of 15.67 feet to a 1/2-inch iron rod with a cap stamped 'BGE INC' set on the southerly right-of-way line of the aforementioned Klaus Lane at the northeast corner of said ELM CREEK NORTH PHASE II, for the northwest corner of the herein described tract;

THENCE, S 63°11'59" E, coincident with the common line of the 73.394 acre tract and the southerly right-of-way line of said Klaus Lane, a distance of 1,293.48 feet to the POINT OF BEGINNING and containing 18.935 acres of land, more or less.

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	437.70'	7,798.44'	3°12'57"	S 87°20'09" W	437.64'
C2	436.26'	500.00'	49°59'30"	N 29°16'04" W	422.55'
C3	22.40'	15.00'	85°33'05"	N 11°29'17" W	20.37'
C4	25.45'	325.00'	4°29'15"	N 29°02'38" E	25.45'
C5	23.56'	15.00'	90°00'00"	N 71°48'01" E	21.21'
C6	23.56'	15.00'	90°00'00"	N 18°11'59" W	21.21'
C7	23.56'	15.00'	90°00'00"	N 71°48'01" E	21.21'
C8	23.56'	15.00'	90°00'00"	N 18°11'59" W	21.21'
C9	21.18'	13.50'	89°53'50"	N 71°44'56" E	19.07'
C10	13.62'	15.00'	52°01'12"	S 89°12'35" E	13.16'
C11	169.33'	50.00'	194°02'25"	N 18°11'59" W	99.25'
C12	13.62'	15.00'	52°01'12"	S 52°48'37" W	13.16'
C13	15.12'	15.00'	57°46'09"	S 02°05'03" E	14.49'
C14	309.49'	60.00'	295°32'17"	S 63°11'59" E	64.00'
C15	15.12'	15.00'	57°46'09"	N 55°41'05" E	14.49'
C16	23.56'	15.00'	90°00'00"	N 18°11'59" W	21.21'
C17	23.56'	15.00'	90°00'00"	S 71°48'01" W	21.21'
C18	17.01'	15.00'	64°58'28"	S 05°41'13" E	16.11'
C19	308.83'	60.00'	294°54'37"	S 70°43'08" E	64.56'
C20	13.07'	15.00'	49°56'10"	N 51°46'06" E	12.66'
C21	23.56'	15.00'	90°00'00"	N 18°11'59" W	21.21'
C22	23.56'	15.00'	90°00'00"	S 71°48'01" W	21.21'
C23	13.62'	15.00'	52°01'12"	S 00°47'25" W	13.16'
C24	169.33'	50.00'	194°02'25"	N 71°48'01" E	99.25'
C25	13.62'	15.00'	52°01'12"	N 37°11'23" W	13.16'
C26	23.56'	15.00'	90°00'00"	N 71°48'01" E	21.21'
C27	23.56'	15.00'	90°00'00"	N 18°11'59" W	21.21'
C28	14.37'	50.00'	16°27'46"	S 73°00'41" W	14.32'
C29	43.98'	50.00'	50°23'37"	N 73°33'37" W	42.57'
C30	30.47'	50.00'	34°54'55"	N 30°54'21" W	30.00'
C31	30.47'	50.00'	34°54'55"	N 04°00'33" E	30.00'
C32	50.05'	50.00'	57°21'12"	N 50°08'37" E	47.99'
C33	4.11'	15.00'	15°42'38"	S 70°57'54" W	4.10'
C34	9.51'	15.00'	36°18'35"	S 44°57'18" W	9.35'
C35	309.49'	60.00'	295°32'17"	S 63°11'59" E	64.00'
C36	54.77'	60.00'	52°17'58"	N 00°29'23" W	52.89'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C37	34.26'	60.00'	32°43'05"	N 42°01'09" E	33.80'
C38	33.77'	60.00'	32°14'37"	N 74°30'00" E	33.32'
C39	32.57'	60.00'	31°06'21"	S 73°49'31" E	32.18'
C40	32.81'	60.00'	31°19'47"	S 42°36'27" E	32.40'
C41	34.39'	60.00'	32°50'24"	S 10°31'22" E	33.92'
C42	45.00'	60.00'	42°58'30"	S 27°23'05" W	43.96'
C43	37.38'	60.00'	35°41'49"	S 66°43'15" W	36.78'
C44	24.87'	60.00'	23°45'00"	N 26°17'57" W	24.69'
C45	43.63'	60.00'	41°39'47"	N 06°24'27" E	42.67'
C46	30.32'	60.00'	28°57'18"	N 41°42'59" E	30.00'
C47	30.32'	60.00'	28°57'18"	N 70°40'17" E	30.00'
C48	24.91'	60.00'	23°47'11"	S 82°57'28" E	24.73'
C49	30.32'	60.00'	28°57'18"	S 56°35'14" E	30.00'
C50	30.32'	60.00'	28°57'18"	S 27°37'56" E	30.00'
C51	30.32'	60.00'	28°57'18"	S 01°19'22" W	30.00'
C52	48.32'	60.00'	46°08'49"	S 38°52'26" W	47.03'
C53	15.49'	60.00'	14°47'20"	S 69°20'30" W	15.44'
C54	13.62'	15.00'	52°01'12"	S 00°47'25" W	13.16'
C55	29.88'	50.00'	34°14'29"	N 08°05'57" W	29.44'
C56	20.25'	50.00'	23°12'22"	N 20°37'28" E	20.11'
C57	25.27'	50.00'	28°57'18"	N 46°42'18" E	25.00'
C58	25.27'	50.00'	28°57'18"	N 75°39'36" E	25.00'
C59	25.27'	50.00'	28°57'18"	S 75°23'05" E	25.00'
C60	43.40'	50.00'	49°43'40"	S 36°02'37" E	42.05'
C61	3.67'	15.00'	14°01'15"	N 18°11'24" W	3.66'
C62	9.95'	15.00'	37°59'57"	N 44°12'01" W	9.77'
C63	48.18'	500.00'	5°31'16"	N 51°30'11" W	48.16'
C64	49.24'	500.00'	5°38'33"	N 45°55'17" W	49.22'
C65	14.81'	500.00'	1°41'48"	N 42°15'06" W	14.81'
C66	324.03'	500.00'	37°07'52"	N 22°50'15" W	318.39'
C67	73.37'	7,813.44'	0°32'17"	S 85°59'49" W	73.37'
C68	80.91'	7,813.44'	0°35'36"	S 86°33'46" W	80.91'
C69	66.61'	7,813.44'	0°29'18"	S 87°06'13" W	66.61'
C70	87.02'	7,813.44'	0°38'17"	S 87°40'01" W	87.01'
C71	74.51'	7,813.44'	0°32'47"	S 88°15'33" W	74.51'
C72	56.14'	7,813.44'	0°24'42"	S 88°44'17" W	56.13'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 04°16'19" W	129.91'
L2	N 31°17'16" E	22.87'
L3	N 26°48'01" E	13.10'
L4	N 26°48'01" E	50.00'
L5	N 26°48'01" E	50.00'
L6	N 26°48'01" E	95.83'
L7	N 26°48'01" E	15.67'
L8	S 26°48'01" W	22.87'
L9	N 26°48'01" E	34.10'
L10	S 26°48'01" W	95.00'
L11	S 26°48'01" W	95.00'
L12	N 48°46'19" W	41.30'
L13	N 62°58'02" W	41.05'
L14	S 63°11'59" E	87.39'
L15	S 63°11'59" E	115.54'
L16	N 04°33'57" E	83.35'
L17	N 26°48'01" E	95.00'
L18	S 26°48'01" W	95.00'
L19	S 85°43'41" W	66.95'

RECORD CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	(437.35')	(7,798.44')	(S 87°22'58" W)	(437.29')

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	91	10.638 AC.
OPEN SPACE	3	0.956 AC.
OPEN SPACE/DRAINAGE/W.Q.	1	3.424 AC.
RIGHT-OF-WAY RESERVE	1	0.894 AC.
RIGHT-OF-WAY	–	3.023 AC.
TOTAL	96	18.935 AC.
		BLOCKS = 2

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
TORDILLO DRIVE	50 FT.	1,132 FT.
MUSSEL RUN	50 FT.	425 FT.
SULPHUR SPRINGS WAY	50 FT.	255 FT.
OSO COVE	50 FT.	276 FT.
SOMERVILLE COURT	50 FT.	144 FT.
TOTAL LINEAR FEET		2,232 FT.

FINAL PLAT

ELM CREEK NORTH PHASE IV

A SUBDIVISION OF 18.935 ACRES OF LAND
LOCATED IN THE
WILLIAM HINES SURVEY NO. 53,
ABSTRACT NO. 345
TRAVIS COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., BEING THE OWNER OF A 73.394 ACRE TRACT OF OF LAND (TRACT 1) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED BY SPECIAL WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 2019030753 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 18.935 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

ELM CREEK NORTH PHASE IV

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____ DAY OF _____, 20___, A.D.

_____
KEVIN PAPE, VICE PRESIDENT
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
13620 NORTH F.M. 620
BUILDING 1, SUITE 150
AUSTIN, TEXAS 78717
(512)418-0258

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED KEVIN PAPE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED 500 YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0510H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008, COMMUNITY #481026.

I, TIMOTHY M. HOLLAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF CHAPTER 482, TRAVIS COUNTY SUBDIVISION REGULATIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PRELIMINARY PENDING FINAL REVIEW

_____ _____
TIMOTHY M. HOLLAND, P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 94848
BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744

I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF CHAPTER 482, TRAVIS COUNTY SUBDIVISION REGULATIONS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY BY EMPLOYEES OF BGE, INC.

PRELIMINARY PENDING FINAL REVIEW

_____ _____
DION P. ALBERTSON, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TX 78216

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.9999262575
2. ALL STREETS IN DEDICATED PUBLIC RIGHT-OF-WAY WILL BE CURB AND GUTTER.
3. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
4. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY TRAVIS COUNTY M.U.D. NO. 14.
5. DRAINAGE EASEMENTS GREATER THAN 25 FEET WIDE CAN BE USED FOR OPEN CHANNEL OR ENCLOSED CONDUIT SYSTEMS, DRAINAGE EASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
6. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 14. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
7. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY THE CITY OF ELGIN AND TRAVIS COUNTY.
8. NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM.
9. NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT.
10. NO CUT OR FILL ON ANY LOT MAY EXCEED EIGHT FEET, EXCLUDING DRIVEWAYS, A BUILDING STRUCTURE'S FOOTPRINT, OR A PARKING AREA FOOTPRINT, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
11. BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, OBTAIN AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE SWP3 REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
12. THE OWNER IS RESPONSIBLE FOR MAINTAINING AND OPERATING ALL PERMANENT WATER QUALITY CONTROLS IN COMPLIANCE WITH ALL APPLICABLE STANDARDS AND REQUIREMENTS OF THE TRAVIS COUNTY CODE.
13. AN ACTIVITY THAT MAY ADVERSELY AFFECT A TREE OF EIGHT INCHES OR MORE IN TRUNK DIAMETER (MEASURED AT FOUR FEET HEIGHT ABOVE THE GROUND) IN A RIGHT-OF-WAY ACCEPTED FOR MAINTENANCE BY TRAVIS COUNTY MUST COMPLY WITH ALL STANDARDS AND REQUIREMENTS IN THE TRAVIS COUNTY CODE.
14. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION) FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
15. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
16. DRAINAGE PLANS SHALL BE SUBMITTED TO THE CITY OF ELGIN AND TRAVIS COUNTY FOR REVIEW PRIOR TO SITE DEVELOPMENT. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
17. PARKLAND HAS BEEN SATISFIED PER THE DEVELOPMENT AGREEMENT EXTENDED IN DOCUMENT 2017123567 AND THE CITY OF ELGIN.
18. ALL NON-RESIDENTIAL LOTS (LOTS 14, 48, 58, AND 78, BLOCK N) SHALL BE OWNED AND MAINTAINED BY TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT #14.
19. A TEN FOOT PUBLIC UTILITY EASEMENT ADJACENT TO ALL RIGHTS-OF-WAY AND A FIVE FOOT PUBLIC UTILITY EASEMENT ALONG EACH SIDE LOT LINE IS HEREBY DEDICATED.
20. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: TORDILLO DRIVE, MUSSEL RUN, SULPHUR SPRINGS WAY, OSO COVE AND SOMERVILLE COURT. THE SIDEWALKS ARE REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER AFTER THE ABUTTING ROADWAY IS IMPROVED AND CONCRETE CURBS ARE IN PLACE. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
21. THIS PLAT IS AFFECTED BY THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2019192775 AS AMENDED, OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.
22. THIS PLAT IS AFFECTED BY THE PHASING AGREEMENT AS RECORDED IN DOCUMENT NUMBER 2019115788 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
23. THIS FINAL PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT.

ETJ NOTE:

THIS SUBDIVISION IS LOCATED IN TRAVIS COUNTY AND THE ETJ OF THE CITY OF ELGIN.

BY: _____
DEVELOPMENT SERVICES DIRECTOR, CITY OF ELGIN

THIS FINAL PLAT WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMMISSION ON THIS _____ DAY OF _____, 20___.

_____ _____
_____, CHAIR _____, SECRETARY

TRAVIS COUNTY COMMISSIONERS' COURT RESOLUTION:

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/ OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, PRESCRIBED BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO THE COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS, OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPERS CONSTRUCTION.

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THIS THE _____ DAY OF _____, 20___, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE _____ DAY OF _____, 20___, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

_____
DEPUTY

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK __,M., AND DULY RECORDED ON THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK __,M., OF SAID COUNTY AND STATE IN DOCUMENT NO. _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE _____ DAY OF _____, 20___, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

_____
DEPUTY

FINAL PLAT

ELM CREEK NORTH PHASE IV

A SUBDIVISION OF 18.935 ACRES OF LAND
LOCATED IN THE
WILLIAM HINES SURVEY NO. 53,
ABSTRACT NO. 345
TRAVIS COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TX\Projects\Lennar\16686-00-Elm_Creek_PH4\06_Survey\04_Prelim\Drawings\Plat\Elm_Creek_Phase_4_PLAT.dwg, 6/22/2021 11:30 AM, sborger, 1:0

Development Services Department

STAFF REPORT

Specific Use Permit

Project #: 202101222

Date:	July 16, 2021
Applicants:	Renewal Lodge by Burning Tree
Representative:	Peter Piraino / David Elliott
Hearing Dates:	Planning & Zoning Commission – July 26, 2021 City Council – August 3, 2021
Location:	122 Fisher St.

APPLICATION SUMMARY

Recommendation of the Planning & Zoning Commission and consideration (action) for City Council of a Specific Use Permit for a medical facility.

DEPARTMENT COMMENTS

In the application the site is referred to as a substance abuse facility and it has been in operation since 2005. In consultation it was determined the facility would be adding additional building space. In review it has an R-1 zoning (see attachment 3), a substance abuse facility is regarded as medical facility under the Zoning Code. A medical facility can only exist as a specific use per the Zoning Code. Since the property has been a medical facility use for a long period of time, it was a legal non-conforming use. With the legal non-conforming status, new buildings cannot be added to the site without making the Use conforming. To make the use conforming, they are requesting a specific use for the site.

The applicant has provided a survey which functions as a site plan (see attachment 4). In consultation with the applicant, the permanent buildings presently on the site consist of 10,000 square feet, with 3,000 square feet of portable space (13,000 square feet total). Proposed permanent buildings will consist of a 3,200 sq. ft. dining hall, 2,400 sq. ft. women's dorm, and 3,600 sq. ft. men's dorm (9,200 square feet total).

STAFF ANALYSIS

The area itself within the City Limits have residential zoning, and most of the area is residential in nature. This institutional related use has existed in the area for a long period of time on almost ten (10) acres of land of which most of the site is still greenspace (see attachment 3). Also, this area within the City has no significant growth issues that would change the area or create traffic related issues. However, Staff realizes that any building enlargement of the institutional facility has the potential to further impact the surrounding majority residential area and the road system with additional vehicle trips, which is a Staff concern.

A way to alleviate any potential traffic impacts and potential compatibility issues with the residential neighborhood is restrict to a maximum building square gross floor area (GFA) on the lot. If the Commission/Council were to impose a maximum standard, Staff would have no issues or concerns with the request. This way if the ever wish to enlarge past the maximum, they would need to modify the specific use request and would be back before the Commission/Council to increase it.

As part of that request the Commission/Council may pass any requirements, conditions, or safeguards as needed to protect adjacent property in accordance with Section 46-138, City Code.

Staff would suggest the following conditions if the Commission/Council decide to approve the project.

1. The specific use is restricted to a maximum 25,000 square feet of gross floor area (GFA). GFA is defined as the amount of heated and cooled square footage of all total on-site buildings.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application.
2. Ordinance.
3. Staff added zoning map.
4. Applicant site plan and survey.

Attachment 1
Application

Created: 1-20-2020

SPECIFIC USE APPLICATION

Date: 06/03/21

SITE INFORMATION

Project Address: 122 Fisher st Elgin Texas 78621

Parcel Identification Number (if no address): 12610, 119836

APPLICANT

Name: Peter Piraino/ David Elliott/ Renewal Lodge by Burning Tree

Postal Address: 122 Fisher St. Elgin Texas 78621

E-Mail Address: ppiraino@burningtree.com ; **Phone Number:** 512-285-5900

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

Signature	Printed Name	Date
	Peter Piraino	6/3/21

Project Description:

Burning Tree has been operating a substance abuse facility at 122 Fisher st since 2005.

We are in the process of planning a renovation. While applying for permits we were notified

that our property is not properly zoned. We are requesting that our property be Granted

a specific use permit in the appropriate category, for both parcels.

Attachment 2
Ordinance

ORDINANCE NO. 2020-08-03-_____

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR A MEDICAL FACILITY ON PROPERTY LOCATED AT 122 FISHER ST (0.484 ACRES OF LAND AND 9.19 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178), CITY OF ELGIN, BASTROP COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas for a Specific Use Permit to allow a medical facility on property described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the City Council has submitted the application to the Planning and Zoning Commission for its recommendation and report; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on July 26th, 2021, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended a specific use permit be granted allowing for a medical facility use on the Property; and

WHEREAS, on the 3rd day of August 2021, after proper notification, the City Council held a public hearing on the requested application, and

WHEREAS, the City Council determines that the Specific Use Permit provided for herein promote the health, safety, morals, and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ELGIN, TEXAS, THAT:

I.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin's Comprehensive Plan and further finds that enactment of this Ordinance is not inconsistent with or in conflict with any other polices or provisions of the Comprehensive Plan and the City's Code of Ordinances.

II.

The Zoning District for the Property shall remain R-1 Single Family District, and the Ordinance granting a Specific Use Permit for the specific use on the property of medical facility is hereby adopted.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ, **PASSED**, and **ADOPTED** on first reading this the 3rd day of August 2021.

_____
Ron M. Ramirez, Mayor

ATTEST:

_____
Jennifer Stubbs, City Secretary

The undersigned does hereby certify to, the Title Agency, Underwriter, Lender, Mortgagee (i.e. and/or Purchaser, that this survey was, this day, made on the ground, on the property legally described hereon, and is correct, and there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and that said property has access to and from a dedicated road way, except as shown hereon.

INFORMATION ONLY

DALE L. OLSON
REG. NO. 1753

MICHAEL D. OLSON
REG. NO. 5388

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET (512) 321-5476 BASTROP, TEXAS

SURVEY PLAT
of a 9.195 ACRE TRACT in the THOMAS GARRETSON SURVEY, A-178, BASTROP, COUNTY, TEXAS.

SCALE:	1" = 50.00'
DRAFTSMAN:	D. BROOKS
	SANTA ANITA, Inc.

PROFESSIONAL
LAND SURVEYORS

1515 Chestnut Street (512) 303-0952
Bastrop, Texas 78621 Fax: (512) 332-0961

LEGAL DESCRIPTION

0.484 ACRE OF LAND OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT NO. 178, BASTROP COUNTY, TEXAS, COMPRISED OF A PORTION OF THAT TRACT CONVEYED AS 3.268 ACRES TO JUAN LOREDO AND ROSA LOREDO BY DEED RECORDED IN VOLUME 1427, PAGE 369, OFFICIAL RECORDS OF BASTROP COUNTY AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF C. RICHARD RALPH, R.P.L.S. NO. 4758 DURING AUGUST, 2010:

BEGINNING at a capped iron rod found marked "J.E. Garon" for the north corner hereof, the common north corner of said 3.268 acres and that tract conveyed as 9.915 acres to Santa Anita, Inc. by deed recorded in Volume 1473, Page 558 of said Official Records, same being the common south corner of that tract conveyed as 0.25 acre to Ernest Vincent by deed recorded in Volume 149, Page 617, Deed Records of Bastrop County and that tract conveyed to Guadalupe Hernandez per Bastrop Central Appraisal District Records;

THENCE S 38°12'23" W, (Bearing Basis for this survey per said Volume 1427, Page 369) 471.55 feet along the east or southeast line of said 3.268 acres, called to be common with the west line of said 9.915 acres (Note: the undersigned's survey reveals the bearing along the west line of said 9.915 acres (called to be common with the east line of said 3.268 acres) to be S 30°02'32" W, creating a 0.367 acre gap of undetermined ownership between the two tracts) to a capped iron rod found marked "J.E. Garon" for the south or southeast corner hereof, the southeast corner of said 3.268 acres (ostensibly an angle point along the west line of said 9.915 acres, but found iron rods (not capped or marked) delineating the west line of said 9.915 acres place this point approximately N 50°40'25" W, 67.74 feet away from the angle point and southeast corner of said 3.268 acres per said Volume 1473, Page 558);

THENCE N 50°24'24" W, pass at 29.84 feet S 28°32'38" W, 0.51 feet from an iron rod found called per said Volume 1473, Page 558 to be the common north corner of said 9.915 acres and that tract conveyed as 1.0 acre to Larry Vincent by deed recorded in Volume 410, Page 266 of said Official Records, continue for a total of 89.38 feet along the line called to be common with both said 9.915 acres and said 1.0 acre per said Volume 1427, Page 369 to an iron rod set for the west or southwest corner hereof;

THENCE N 48°59'02" E, 477.82 feet over and across said 3.268 acres to the POINT OF BEGINNING, containing 0.484 acre of land, more or less and shown on the survey map prepared herewith.

Surveyed by:

August 11, 2010

C. Richard Ralph
Registered Professional Land Surveyor No. 4758

STATE OF TEXAS REGISTERED C. RICHARD RALPH 4758 PROFESSIONAL LAND SURVEYOR

Project No. 1011075 – 113/52

Exhibit A

DALE L. OLSON
Registered Professional Land Surveyor
711 Water Street
Bastrop, TX 78602
Phone (512) 321-5476 * Fax (512) 303-5476

Exhibit B

FIELD NOTES FOR FIELD NOTES FOR A 9.195 ACRE TRACT IN THE THOMAS GARRETSON SURVEY, BASTROP COUNTY, TEXAS.

BEING a 9.195 acre tract or parcel of land out of and being a part of the Thomas Garretson Survey, A-178, in Bastrop County, Texas, and being all of that certain 2.000 acre tract described in a deed from John R. Butler, individually and as Trustee for Michael L. Butler, to L. Warren Investment, dated July 19, 1988, recorded in Volume 511, Page 639, Bastrop County Deed Records and being a part of that certain 7.189 acre tract described in a deed from John R. Butler, individually and as Trustee for Michael L. Butler, to T. Warren Investments, dated July 19, 1988, recorded in Volume 511, Page 642, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the said 2.000 acre tract, a ½ inch iron rod found in the south line of Fisher Street, at the northeast corner of that certain 0.25 acre tract described in a deed from Mamie Hill to Ernest Vincent, recorded in Volume 149, Page 617, Bastrop County Deed Records, for the most northerly northwest corner of this tract.

THENCE with the south line of Fisher Street and north line of the 2.000 acre and before mentioned 7.189 acre tracts, S 64 deg. 30 min. 00 sec. E, 109.25 feet to a ½ inch iron rod found at the northeast corner of the 7.189 acre tract and northwest corner of that certain 1.5 acre tract described in a deed from Wayland Ridings to the Trustees of Elgin Revival Center Church, recorded in Volume 232, Page 119, Bastrop County Deed Records, for the most northerly northeast corner of this tract.

THENCE with the west line of the Elgin Revival Center tract, S 11 deg. 40 min. 28 sec. W, 211.09 feet to the southwest corner of same, a ½ inch iron rod found for an interior corner of the 7.189 acre tract, for an interior corner of this tract.

THENCE with a lower north line of the 7.189 acre tract, the south line of the Elgin Revival Center tract, the south line of the Andrew Owens Jr. tract, recorded in Volume 164, Page 207, the south line of the William Hawkins tract, recorded in Volume 152, Page 459, the south line of the Quintus Goins 1.2 acre tract described in Volume 144, Page 310, Bastrop County Deed Records, S 64 deg. 30 min. 00 sec. E, 410.85 feet to a ½ inch iron rod found at the northwest corner of that certain 3.4 acre tract described in a Correction Deed from W.H. Rivers III to the Southwest Region Conference Association of Seventh-Day Adventists recorded in Volume 149, Page 363, Bastrop County Deed Records, for a lower northeast corner of the 7.189 acre tract and this tract.

THENCE with the west line of the Seventh Day Adventists 3.4 acre tract and lower east line of the 7.189 acre tract, S 09 deg. 54 min. 09 sec. W, 10.04 feet to a ½ inch iron rod found; N 64 deg. 36 min. 24 sec. W, 43.76 feet to a ½ inch iron rod found; S 13 deg. 17 min. 15 sec. W, 453.80 feet to a ½ inch iron rod found in the north line of 20 foot dedicated strip of land described in a deed recorded in Volume 153, Page 30, Bastrop County Deed Records, the southwest corner of the Seventh Day Adventists tract, the southeast corner of the said 7.189 acre tract, for the southeast corner of this tract.

THENCE with the north line of the 20 foot strip and south line of the 7.189 acre tract, N 86 deg. 58 min. 08 sec. W, 722.88 feet to a ½ inch iron rod found at the southeast corner of the Larry Vincent 1.0 acre tract recorded in Volume 410, Page 266, Bastrop County Deed Records, the southwest corner of the 7.189 acre tract, for the southwest corner of this tract.

Exhibit B

THENCE with the lower west line of the 7.189 acre tract and east line of the Vincent tract, N 14 deg. 05 min. 41 sec. E, 264.96 feet to a ½ inch iron rod found in the south line of that certain 3.268 acre tract described in a deed from Herb Dieringer to Juan Loredo recorded in Volume 1427, Page 369, Bastrop County Deed Records, the northeast corner of the Vincent tract, an angle corner of the 7.189 acre tract, for an angle corner of this tract.

THENCE with the south line of the Loredo 3.268 acre tract, S 65 deg. 09 min. 05 sec. E, 97.76 feet to the southeast corner of same, a ½ inch iron rod found at an interior corner of the 7.189 acre tract, for an interior corner of this tract.

THENCE with the east line of the Loredo 3.268 acre tract and a lower west line of the 7.189 acre and before mentioned 2.000 acre tract, N 15 deg. 33 min. 52 sec. E, 477.42 feet to a ½ inch iron rod found at the northeast corner of the Loredo tract and a lower northwest corner of the 2.000 acre tract, for a lower northwest corner of this tract.

THENCE with a lower north line of the 2.000 acre tract and south line of the before mentioned Vincent tract, S 63 deg. 48 min. 33 sec. E, 129.98 feet to a ½ inch iron rod found at the southeast corner of the Vincent tract and an interior corner of the 2.000 acre tract, for an interior corner of this tract.

THENCE with the east line of the Vincent tract and upper west line of the 2.000 acre tract, N 11 deg. 40 min. 44 sec. E, 211.10 feet to the POINT OF BEGINNING, containing 9.195 acres of land.

Dale L. Olson
Reg. Pro. Land Surveyor 1753

OR

Michael D. Olson
Reg. Pro. Land Surveyor 5386

©2004 Dale L. Olson Surveying Co.

Order #: 143204 Date Created:09/21/04

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

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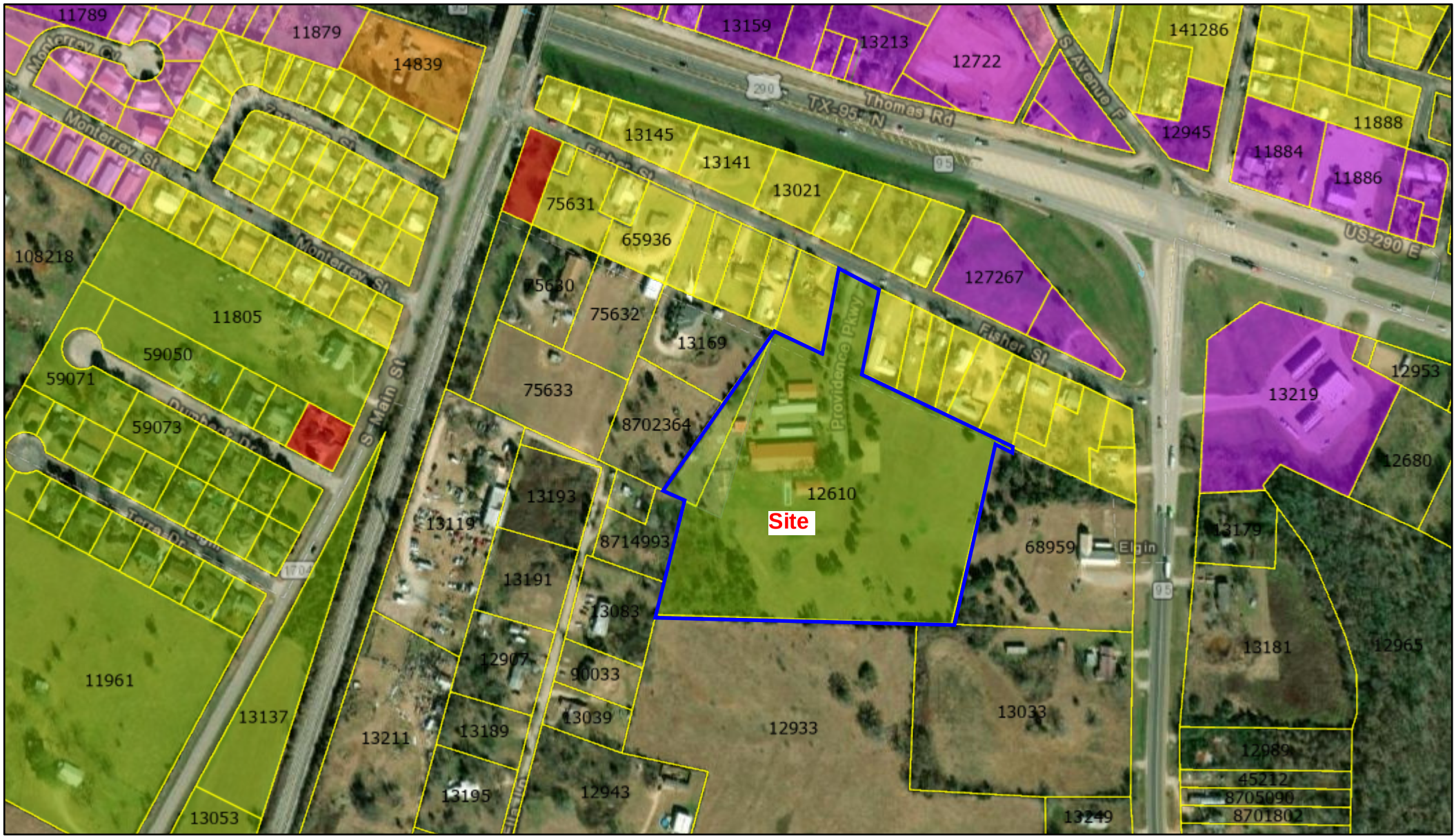
KRISTAB $15.00
ROSE PIETSCH ,COUNTY CLERK
BASTROP COUNTY, TEXAS

Attachment 3
Staff Added Zoning Map

ArcGIS Web Map



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Zoning

- A - Multiple Family Residential District
- C2 - General Commercial District
- C3 - Highway Commercial District
- R1 - Single Family
- R2 - Single Family & Garage Apartment District
- R3 - Single Family/Two Family/Industrialized Housing District
- Bastrop Parcels Jan 2021

1:4,514

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Attachment 4
Applicant Site Plan & Survey

The undersigned does hereby certify to, the Title Agency, Underwriter, Lender, Mortgagee (i.e. and/or Purchaser, that this survey was, this day, made on the ground, on the property legally described hereon, and is correct, and there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and that said property has access to and from a dedicated road way, except as shown hereon.

INFORMATION ONLY

DALE L. OLSON
REG. NO. 1753

MICHAEL D. OLSON
REG. NO. 5388

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET (512) 321-5476 BASTROP, TEXAS

SURVEY PLAT
of a 9.195 ACRE TRACT in the THOMAS GARRETSON SURVEY, A-178, BASTROP, COUNTY, TEXAS.

SCALE:	1" = 50.00'
DRAFTSMAN:	D. BROOKS
	SANTA ANITA, Inc.

Development Services Department

STAFF REPORT

Stone Creek Ranch PDD Workshop Staff Report

Date: July 16, 2021

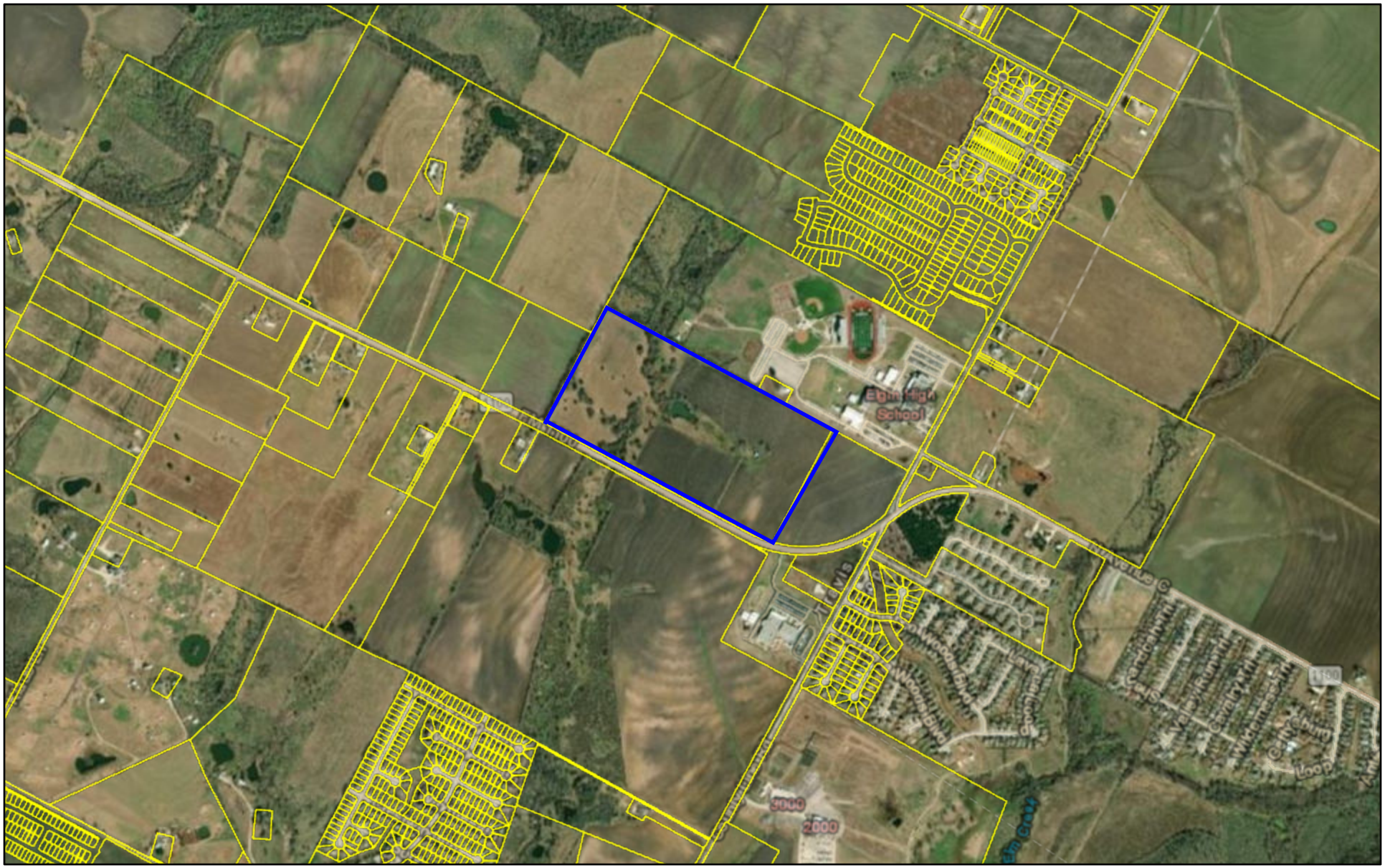
WORKSHOP SUMMARY

This is a workshop of upcoming items that have requested a PDD rezoning. Eventually these items will come before you for a recommendation for rezoning. However, the purpose of this meeting is to allow the Commission to review what has been submitted so far, discuss, and offer input on this proposed item. Please be aware City Staff has removed some of the pages to shorten the packet size, however the actual application, PDD text, and Concept Plans (when originally provided by the applicants) have been retained for this meeting. Staff has also provided an aerial, ETJ-City Limits Map, large scale subdivision map, and zoning map to assist with the overall development pattern of the area. The lot inside the blue outlines on these maps is the proposed project.

STONE CREEK RANCH PDD

This is a project in which a Concept Plan was approved by the Commission for around 250 single family homes. It was annexed and rezoned to allow for this originally approved Concept Plan back in 2020. There are new developers involved with the project and the new proposal is to allow for 415 units. These will consist of buildings that are a mixture of single family, duplex, and triplex buildings and will be like an apartment complex layout. Our zoning code is silent on triplexes and since this is a mixture and being developed as one development, the PDD rezoning is being sought. The PDD text, which is how it will be developed, and the concept plan, a visual representation of how it will be developed, has been included for review.

ArcGIS Web Map



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Travis Parcels Jan 2021

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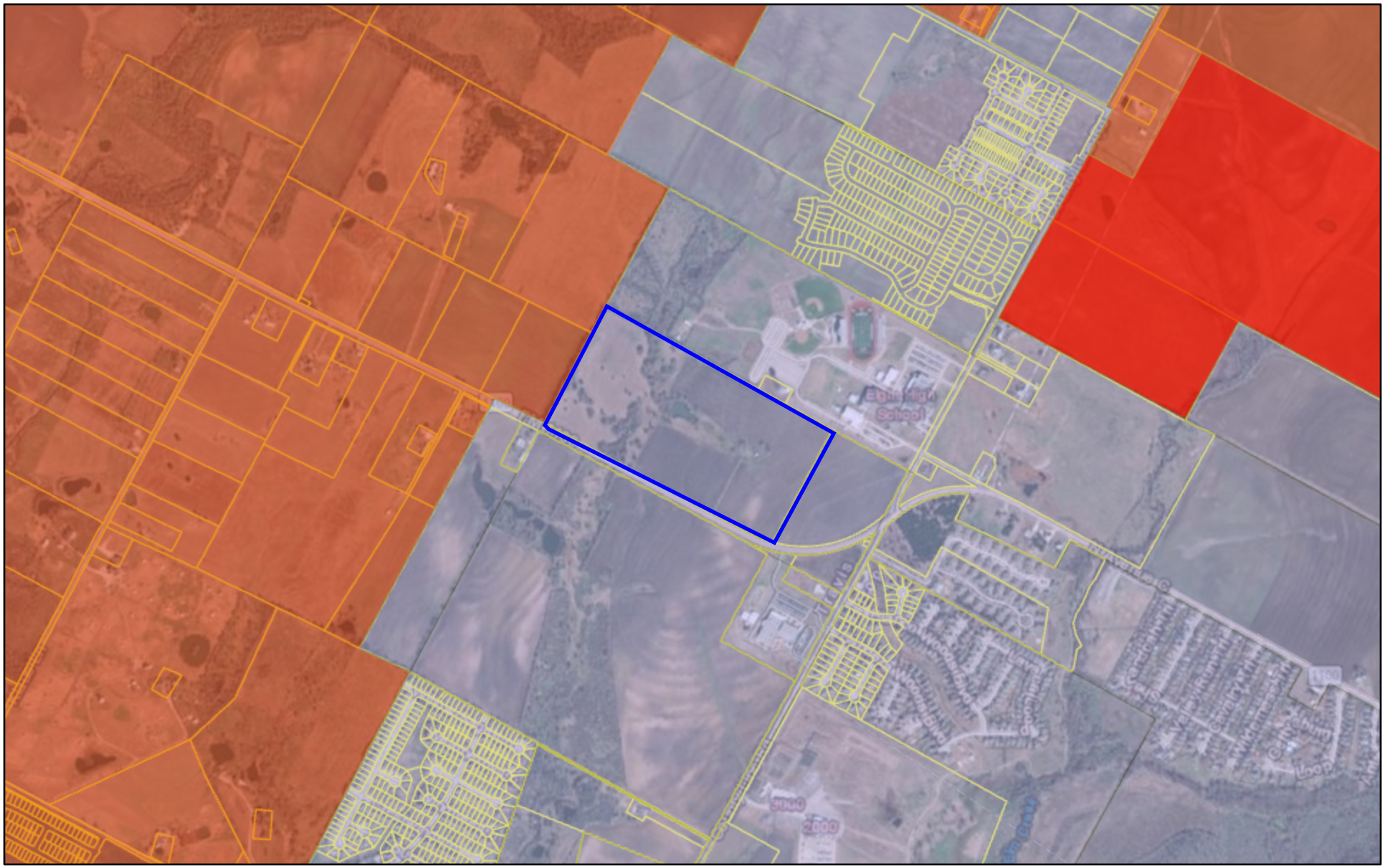
Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin,

Web AppBuilder for ArcGIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap

ArcGIS Web Map



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Elgin City Limits

FULL PURPOSE

LIMITED PURPOSE

Elgin ETJ

Travis Parcels Jan 2021

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Web AppBuilder for ArcGIS

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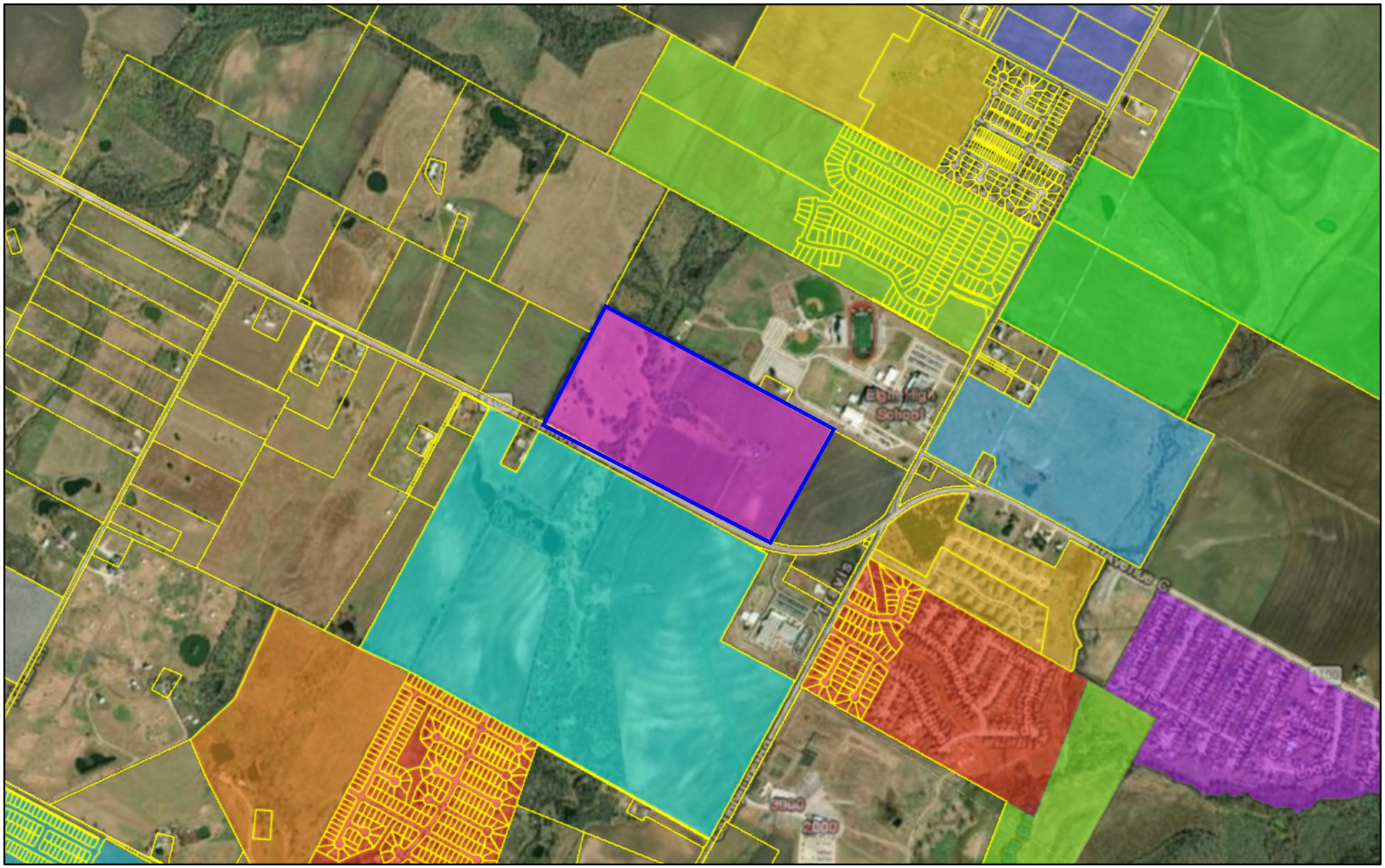
ArcGIS Web Map



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Subdivision

- BRICKSTON
- COUNTY LINE
- CREEKS CROSSING
- CRESCENT VILLAGE
- EAGLE'S LANDING
- ELM CREEK CENTER
- HARVEST RIDGE
- HOMESTEAD
- LONE WILLOW
- MUD 14
- PEPPERGRASS
- ROLLING MEADOWS
- SHENANDOAH
- STONE CREEK RANCH

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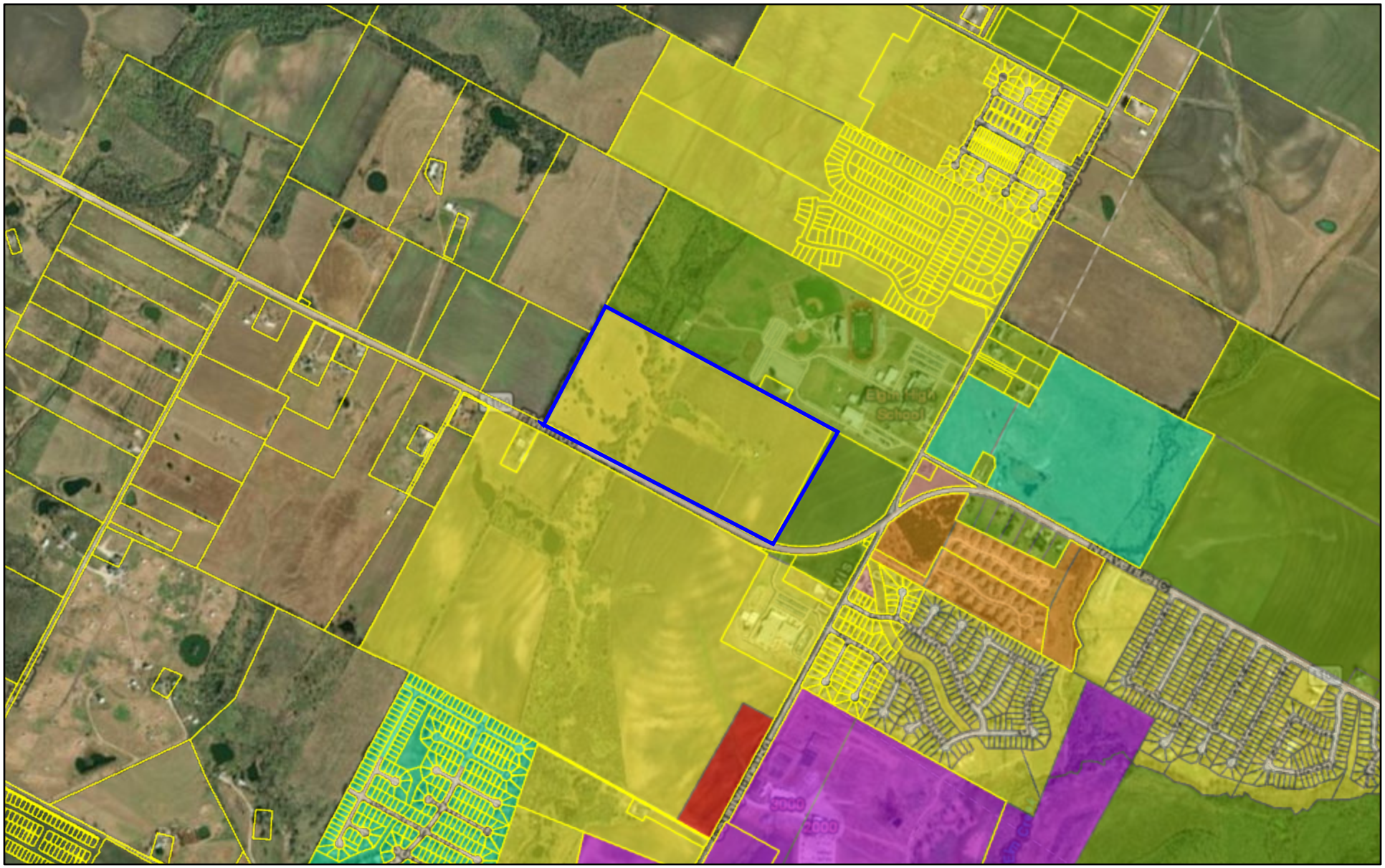
Web AppBuilder for ArcGIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap

ArcGIS Web Map



7/16/2021, 1:30:42 PM

Zoning

- A - Multiple Family Residential District
- C1 - Neighborhood Shopping District
- C2 - General Commercial District
- C3 - Highway Commercial District
- PDD - Planned Development District

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Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin,

Web AppBuilder for ArcGIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap

AGREEMENT AND DEVELOPMENT PLAN

STONE CREEK RANCH

PLANNED DEVELOPMENT DISTRICT (PDD)

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT AND DEVELOPMENT PLAN (this "Agreement") is made and entered by and between the CITY OF ELGIN, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and ITEX Acquisitions, LLC, its successors and assigns, (hereafterreferred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

WHEREAS, the Owner is the owner of certain real property consisting of 68.992 acres, as more particularly described in **Exhibit "A"**, (herein after referred to as the "Property") attached hereto and made a part hereof.

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Development District (the "PDD"), and those portions of the Property currently lie within City Limits.

WHEREAS, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, City of Elgin, Texas, the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PDD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on___, 2021, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PDD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan included in Section II herein the "Plan."

2. ANNEXATION

The property was previously annexed into the City of Elgin.

3. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed.

4. ZONING VIOLATION

The Owner, his successors and assigns understand that any person, firm, corporation or otherentity violating any conditions or terms of the Development Plan shall be subject to any and allpenalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Elgin, Texas, as amended. This Plan will be filed in the Official Records of Travis County, thereby placing future purchasers of the property on notice of all of the terms and conditions of this Plan.

5. MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

5.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

5.3 Severability.

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

5.6 Venue.

All obligations of the parties created hereunder are performable in Travis County, Texas and venue for any action arising hereunder shall be in Travis County.

5.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

5.8 Duplicate Originals.

This Agreement may be executed in duplicate original, each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER	CITY OF ELGIN, TEXAS
ITEX Acquisitions, LLC 9 Greenway Plaza, Suite 1250 Houston, Texas 77046 Attn: Bobken Simonians	City of Elgin, Texas P.O. Box 591 Elgin, Texas 78621 Attn: City Manager

5.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

5.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

5.12 Binding Effect.

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

5.13 Sunset Provision

In the event that this Planned Development Plan is not recorded within three (3) years from the date the Planned Development Plan is approved by the City Council, then the Planned Development Plan shall be automatically voided and the zoning shall revert to R-3 (the zoning ordinances in effect at the time of approval of this PDD).

II

DEVELOPMENT PLAN ("Plan")

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Elgin, Texas, hereinafter referred to as "the Code"

2. PROPERTY

This Development Plan (hereinafter referred to as "Plan") covers approximately 68.992 acres ofland, all of which is located within the city limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "A"** and reflected in **Exhibit "B"** and **Exhibit "C"** attached hereto.

3. PURPOSE

The purpose of this Plan is to insure a PDD that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1. Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code.

Variances to the current zoning code:

4.1.1. All residential buildings are defined as follows

4.1.1.1. Dwelling, single family is defined as a detached or attached dwelling unit designed to be occupied by one, two or three families living independently of each other.

4.1.1.2. Nonresidential applies to all uses other than Dwelling, single family as defined above.

4.1.2. A home owner's association is not required for this development.

4.1.3. A preliminary plat is not required for this development.

4.1.4. Residential building separation minimum distance

4.1.4.1. Front separation – 50 feet

4.1.4.2. Side separation – 10 feet

4.1.4.3. Rear separation – 30 feet

4.1.4.4. Rear to side separation – 20 feet

4.1.5. Building setback along a fire lane or private drive

4.1.5.1. Garage – 22 feet minimum from curb or sidewalk

4.1.5.2. Main body of the house – 15 feet minimum from curb or sidewalk

4.1.6. Total building coverage shall be a maximum of 55 percent of the total gross land area.

4.1.7. Maximum density is 6.5 dwelling units per gross acre.

4.1.8. Maximum impervious cover allowed is 60 percent.

4.1.9. Minor waterway buffer zone is 100 feet from the centerline of the waterway. Allowed minor exceptions shown on **Exhibit "D"**.

4.1.10. Livability Open Space

4.1.10.1. Definition of Livability Open Space includes

4.1.10.1.1. Greenbelt

4.1.10.1.2. Park areas

4.1.10.1.3. Community gardening area and park

4.1.10.1.4. Front and back yards for each unit

4.1.10.2. Livability Open Space will be no less than 30 percent of the total gross land area.

4.1.11. Landscaping

4.1.11.1. Code reference to Street Yard refers to frontage along FM 1100

4.1.11.2. Perimeter parking lot – landscape screening required if within 25 feet of a public roadway

4.1.11.3. Interior off-street parking spaces – landscape or berm screening is not required

4.1.11.4. Trees

4.1.11.4.1. Existing trees within five feet of a building pad, driveway, trail, sidewalk, fire lane or parking space are exempt from mitigation.

4.1.11.4.2. A minimum of one tree per unit with a minimum of two caliper inches shall be provided. Unit trees are not required to be located in front each unit and may be dispersed throughout the property.

4.1.11.4.3. One three caliper inch tree shall be provided for every 100 feet in the Street Yard along FM 1100.

4.1.12. Individual unit driveway width is 16 feet wide minimum

4.1.13. Fire lane

4.1.13.1. Typical drive is 22 feet wide minimum

4.1.13.2. Front divided entry – entry lane is a minimum 20 feet wide, the exit lane is a minimum 16 feet wide, and the median is a minimum 10 feet wide

4.1.13.3. Front divided entry is a minimum 45 feet wide and maximum 60 feet wide

4.1.14. Drive lanes will be a minimum 20 feet wide (non-fire lane drive lanes)

4.1.15. Parking

4.1.15.1. Residential parking required

4.1.15.1.1. One-bedroom unit – 1.5 spaces

4.1.15.1.2. Two-bedroom unit – 2.0 spaces

4.1.15.1.3. Three-bedroom unit – 2.0 spaces

4.1.15.1.4. Four-bedroom unit – 2.5 spaces

4.1.15.1.5. Residential guest parking – 1.0 spaces per 5 units, with fraction of spaces rounded down to the nearest whole number.

4.1.15.1.6. Off-street residential parking

4.1.15.1.6.1. Attached garage spaces will count toward required unit and covered parking. A one-car garage is acceptable for a one-bedroom unit and fulfills required covered parking.

4.1.15.1.6.2. Driveways in front of a unit will count toward required guest spaces.

4.1.15.1.6.3. Parking in driveways is allowed within four feet of the building/garage.

4.1.15.1.6.4. Head-in and parallel parking spaces are allowed along the fire lane. Parallel parking spaces will be 20-foot by 8-foot. Head-in spaces will be 9-foot by 18-foot.

4.1.15.1.6.5. Oversized vehicle parking is permitted in off-street parking spaces.

4.1.15.2. Leasing center parking - 1 space per 300 square feet gross building area

4.1.15.3. Amenity center parking – 1 space per 400 square feet of gross building area and 1 space per 350 square feet of pool area

4.2. Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearlymodified by this Plan.

5. PERMITTED USES

The Property shall be used and developed as shown in **Exhibit "D"** attached hereto and incorporated herein. **Exhibit "D"** depicts the Development Plan for the property. Permitted uses include one, two and three unit residential buildings, amenity center building, leasing office, open space and park improvements.

6. UNDERGROUND UTILITY SERVICE

All utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

7. DRIVEWAY ACCESS TO FM 1100

Primary and secondary private access drives will be provided from FM 1100 as shown in **Exhibit "D"**. There will be no public streets within the development.

8. PARKLAND DEDICATION [*If applicable*]

The parkland dedication requirements for the Property shall be met in full by providing the following:

8.1. Parkland Fee in Lieu of Required [*If applicable*]

The Parkland Fee in Lieu of Required is offset as reflected in the following trail and park/open space items:

8.1.1. Greenbelt eight-foot trail and trail elements as depicted on **Exhibit "D"**

8.1.2. Trail elements will be selected from the following:

- 8.1.2.1. Bench
- 8.1.2.2. Bird feeder/house
- 8.1.2.3. Fitness station
- 8.1.2.4. Interpretive signage
- 8.1.2.5. Pet waste station
- 8.1.2.6. Picnic table
- 8.1.2.7. Trash can

8.1.3. On site improvements located in parks/open spaces as shown in **Exhibit "D"** including:

- 8.1.3.1. Amenity center
- 8.1.3.2. Pool
- 8.1.3.3. Dog park
- 8.1.3.4. Park/open space elements will be selected from the following:
  - 8.1.3.4.1. BBQ grill
  - 8.1.3.4.2. Bird feeder/house
  - 8.1.3.4.3. Children tot lot
  - 8.1.3.4.4. Fire pit
  - 8.1.3.4.5. Interpretive signage
  - 8.1.3.4.6. Open field
  - 8.1.3.4.7. Pet waste station
  - 8.1.3.4.8. Picnic pavilion
  - 8.1.3.4.9. Picnic table
  - 8.1.3.4.10. Playground
  - 8.1.3.4.11. Splash pad
  - 8.1.3.4.12. Sports court
  - 8.1.3.4.13. Turf play field

8.2. Trail and Drainage System

As depicted in **Exhibit "D"**, an eight-foot wide hard surface trail will be constructed along the greenbelt. The hard surface trail can consist of wood decking, pavers, crushed granite, asphalt or concrete. The creek crossing for the trail will be a low-water design. The final greenbelt trail alignment will be determined in the field to mitigate impact on the existing trees. The Owner reserves the right to restrict or limit access to the trail for security and safety reasons.

8.3. Parkland and Pocket Parks

In addition to the greenbelt along the creek, additional private parks/open space will be provided as shown in **Exhibit "D"**. The improvements included in the private parks will be selected from the features listed in 8.1.3.4 above.

8.4. Amenity Center

An amenity center will be provided as reflected in **Exhibit "D"** which includes a community pool.

9. SIGNS

9.1. Main entry signs are located on FM 1100 as reflected in **Exhibit "D".** There will be two main entry signs for the project; one on each side of the creek. There will be two project identification signs for the project; one on each side of the creek.

9.2. The primary property identification sign shall be generally located as reflected in **Exhibit "D"**.

9.3. Entry sign locations are as reflected in **Exhibit "D"**.

9.4. Interior directional signage is considered an Exempt sign as noted in Chapeter 32.-103 of the Code of Ordinances.

10. WATER AND WASTEWATER

10.1. Potable water will be provided by Aqua Water Supply Corporation and wastewater will be provided by City of Elgin to the Property Line.

10.2. An offsite extension of the sanitary sewer and water lines is necessary to provide service to the site.

10.3. A lift station will be required for sewer service for this site.

11. WATER QUALITY, DETENTION, AND IMPERVIOUS COVER

11.1. Detention will be provided based on a coefficient of runoff of 0.45 for a residential density of 6-12 units/per acre.

11.2. Water quality will be addressed during construction. Permanent water quality will not be included for this residential project.

12. DESIGN OF INGRESS OR EGRESS FOR DRIVEWAYS

12.1. This project will not provide mutual access agreements on parking lots, drivewaysand adjoining properties as encouraged on Section 36-514.8 of the Code of Ordinances. This project will not provide vehicular connectivity to adjacent properties.

12.2. The trail system will provide stubs to adjacent property via the green belt, to the adjacent church property, and to the adjacent school property as reflected in **Exhibit "D"**.

12.3. The Owner holds the right to restrict access from the public at its sole discretion.

13. STREETS, BLOCKS, LOTS, SIDEWALKS, BUILDING LINES, AND SETBACKS, DRAINAGE AND STORM SEWERS AND OTHER MATTERS

13.1. Internal circulation is provided by private minimum 22-foot wide fire lanes.

13.2. Building setbacks means a line beyond which a building must be set back from the property line as defined below. Separation between buildings is defined in Paragraph 4.1.4.

13.2.1. Front yard – 25-foot minimum

13.2.2. Side yard – 10-foot minimum

13.2.3. Side setback adjacent to fire lane or drive – 10-foot minimum

13.2.4. Rear yard – 15-foot minimum

13.3. A five-foot sidewalk will be provided on one side of and immediately adjacent to the fire lane.

13.4. Screen fence or wall is not required along any perimeter boundary.

13.5. Perimeter decorative metal fence is allowed.

13.6. A voluntary roadway fee contribution of $75 per front-foot of FM 1100 will be paid when the building permit for the leasing office is issued. The resulting fee is $183,000. The voluntary fee is designated for County Line Road improvements. There are no County Line Road improvements required.

14. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

14.1. Minor Changes

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively, if approved in writing, by the City Engineer, the Director of Planning, the Director of Public Works, and the City Attorney.

14.2. Major Changes

All changes not permitted under section 14.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the "Rezoning Owner") to obtain the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it appliesto the land of the Rezoning Owner.

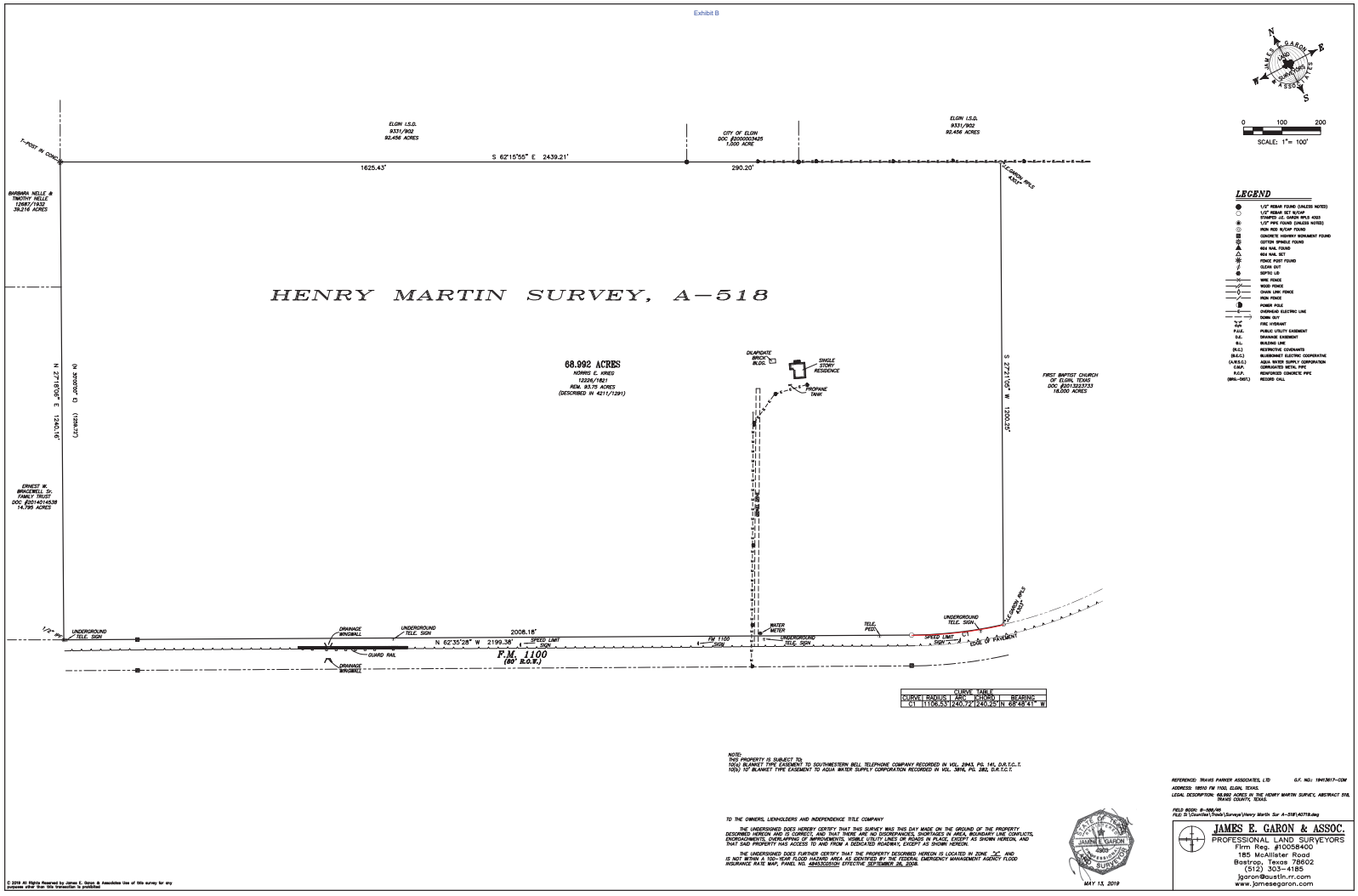
14.3. Deed Restrictions and Creation of a Home Owner's Association

Neither Deed Restrictions nor a Home Owner's Association will be provided with this single lot development.

14.4. Failure to Acquire the Tract

Mr. Michael Bowen Sr., with Travis Parker Associates, LTD and owner of Stone Creek Ranch, Elgin, Texas is providing ITEX Acquisitions, LLC with PDD Authorization - Stone Creek Ranch for the sole purpose to complete feasibility study. If for some reason, ITEX Acquisitions, LLC decides not to purchase Stone Creek Ranch the City of Elgin will be notified by the ITEX Acquisitions, LLC, which will release Travis Parker Associates, LTD (Mr. Micheal Bowen, Sr.) from the approved submission of ITEX Acquisitions, LLC / PDD - Stone Creek Ranch. The original site plan of "Travis Parker Associates, LTD" currently on file with the City of Elgin will remain in effect and ITEX Acquisitions, LLC / PDD - Stone Creek Ranch is "Voided" back to the original site plan on file with the City of Elgin.

Exhibit B



CURVE TABLE				
CURVE	RADIUS	ARC	CHORD	BEARING
C1	11106.53'	240.72'	240.25'	S 61°48'41" W

NOTE:
THIS PROPERTY IS SUBJECT TO:
10(a) BLANKET TYPE EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOL. 204G, PG. 141, D.R.T.C.T.
10(b) 10' BLANKET TYPE EASEMENT TO AQUA WATER SUPPLY CORPORATION RECORDED IN VOL. 3816, PG. 280, D.R.T.C.T.

TO THE OWNERS, LIENHOLDERS AND INDEPENDENCE TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "C", AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48453C0310H EFFECTIVE SEPTEMBER 26, 2008.

MAY 13, 2019

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N
E
W
S
JAMES E. GARON
SURVEYOR
4323
STATE OF TEXAS
REGISTERED
PROFESSIONAL
LAND
SURVEYOR

0 100 200
SCALE: 1" = 100'

LEGEND

- 1/2" REBAR FOUND (UNLESS NOTED)
- 1/2" REBAR SET W/CAP STAMPED J.E. GARON RPLS 4323
- 1/2" PIPE FOUND (UNLESS NOTED)
- IRON ROD W/CAP FOUND
- CONCRETE HIGHWAY MONUMENT FOUND
- COTTON SPINDLE FOUND
- 60d NAIL FOUND
- 60d NAIL SET
- FENCE POST FOUND
- CLEAN OUT
- SEPTIC LID
- WIRE FENCE
- WOOD FENCE
- CHAIN LINK FENCE
- IRON FENCE
- POWER POLE
- OVERHEAD ELECTRIC LINE
- GUY
- FIRE HYDRANT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- (R.C.) RESTRICTIVE COVENANTS
- (B.E.C.) BLUEBONNET ELECTRIC COOPERATIVE
- (A.W.S.C.) AQUA WATER SUPPLY CORPORATION
- C.M.P. CORRUGATED METAL PIPE
- R.C.P. REINFORCED CONCRETE PIPE
- (BRG.-DIST.) RECORD CALL

REFERENCE: TRAVIS PARKER ASSOCIATES, LTD G.F. NO.: 19413617-COM

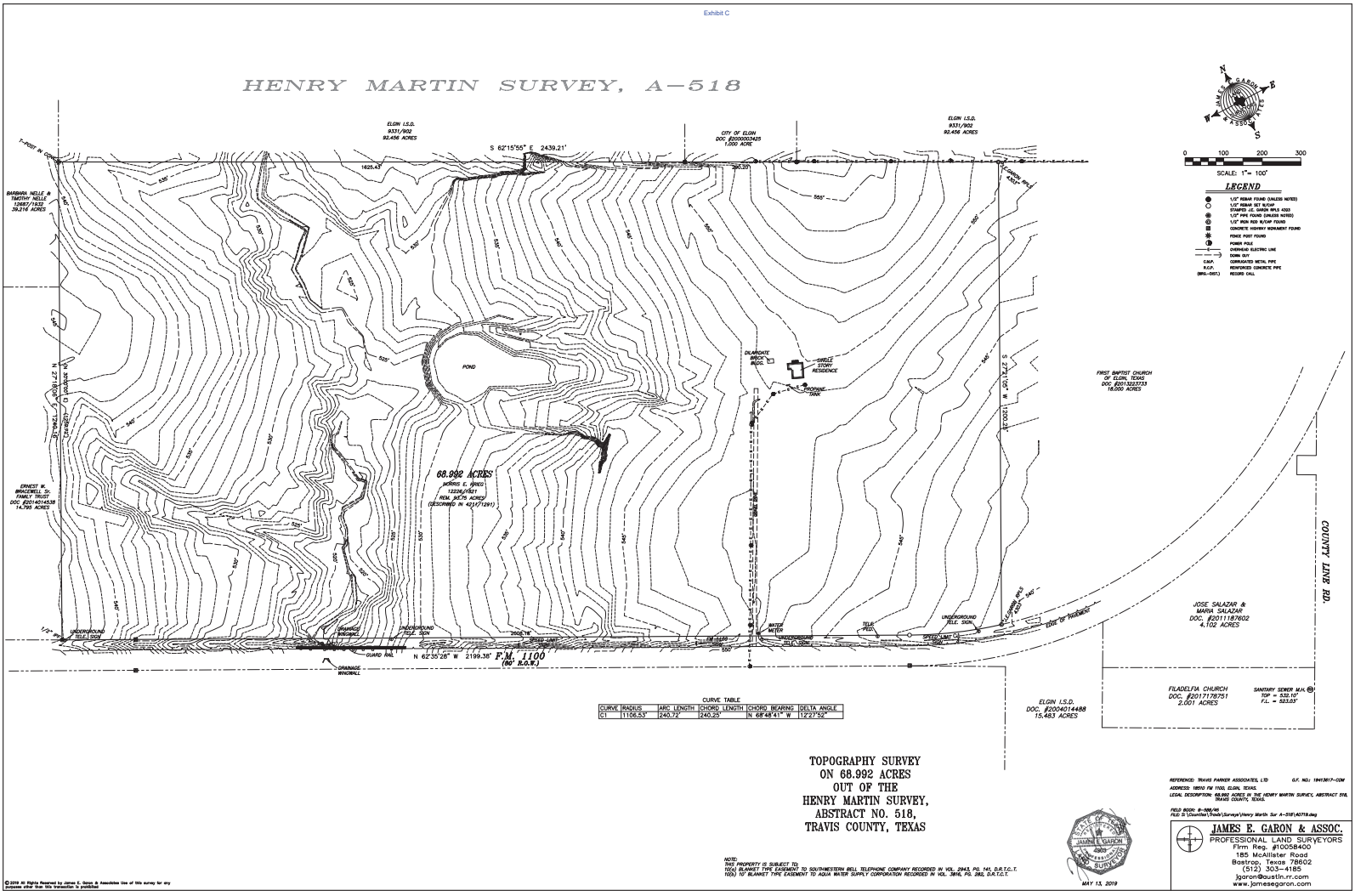
ADDRESS: 18550 FM 1100, ELGIN, TEXAS.

LEGAL DESCRIPTION: 68.992 ACRES IN THE HENRY MARTIN SURVEY, ABSTRACT 518, TRAVIS COUNTY, TEXAS.

FIELD BOOK: R-580.06
FILE: S:\Counties\Travis\Surveys\Henry Martin Sur A-518\140718.dwg

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
Firm Reg. #10058400
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegaron.com

Exhibit C



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1106.53'	240.72'	240.25'	N 68°48'41" W	12°27'52"

TOPOGRAPHY SURVEY ON 68.992 ACRES OUT OF THE HENRY MARTIN SURVEY, ABSTRACT NO. 518, TRAVIS COUNTY, TEXAS

NOTE:
THIS PROPERTY IS SUBJECT TO;
1(A) BLANKET TYPE EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOL. 2943, PG. 141, D.R.T.C.T.
1(B) 10' BLANKET TYPE EASEMENT TO AQUA WATER SUPPLY CORPORATION RECORDED IN VOL. 3816, PG. 282, D.R.T.C.T.

REFERENCE: TRAVIS PARKER ASSOCIATES, LTD G.F. NO.: 19413617--COM
ADDRESS: 18550 FM 1100, ELGIN, TEXAS.
LEGAL DESCRIPTION: 68.992 ACRES IN THE HENRY MARTIN SURVEY, ABSTRACT 518, TRAVIS COUNTY, TEXAS.
FIELD BOOK: 6--386,96
FILE: S:\Counties\Travis\Surveys\Henry Martin Sur A--518\140718.dwg

MAY 13, 2019

JAMES E. GARON & ASSOC.
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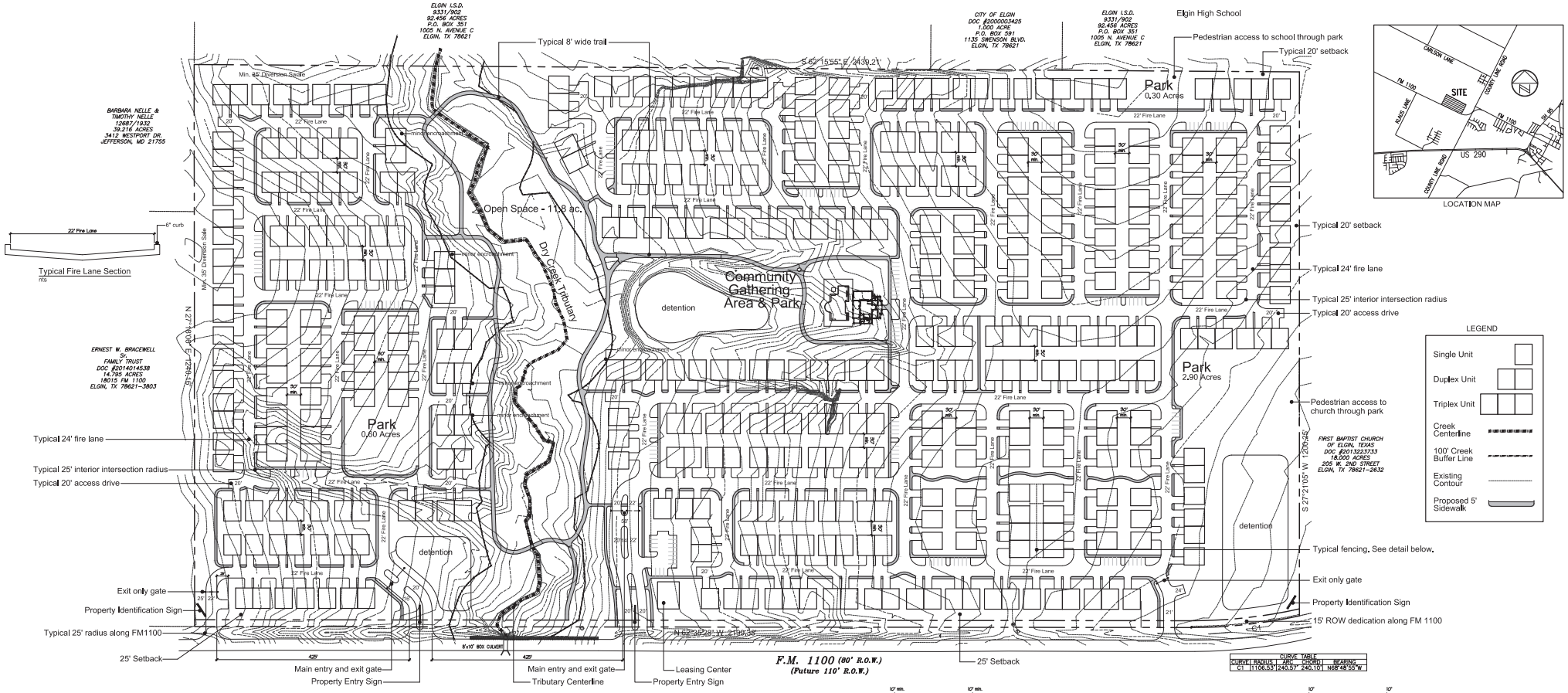
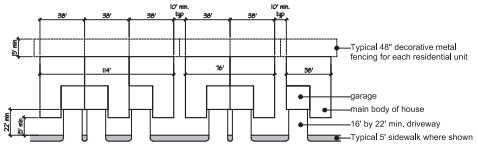


Building Type	East Tract	West Tract
Single Family Units	97	22
Duplex Units	160	76
Three Plex Units	42	18
Total Number of Units	299	116
Total Number of Units (both sides)		415

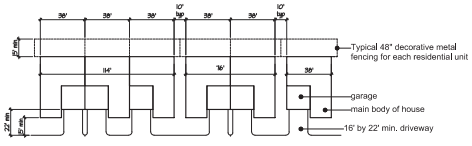
Unit Type	East Tract	West Tract
1 Bdrm Units	26	12
2 Bdrm Units	73	18
3 Bdrm Units	168	81
4 Bdrm Units	32	5
	299	116

Parking Summary

	East Tract Required	East Tract Provided	West Tract Required	West Tract Provided
1 Bdrm Units (1.5/unit)	39 spaces	78 spaces	18 spaces	36 spaces
2 Bdrm Units (2/unit)	146 spaces	292 spaces	36 spaces	72 spaces
3 Bdrm Units (2/unit)	336 spaces	672 spaces	162 spaces	342 spaces
4 Bdrm Units (2.5/unit)	80 spaces	128 spaces	13 spaces	20 spaces
Guest Spaces	59 spaces	115 spaces	23 spaces	30 spaces



Residential Units w/ Sidewalk



Residential Units w/o Sidewalk

Notes:

- 68.992 acres
- City of Elgin, Texas.
- Henry Martin Survey, Abstract 518, Travis County.
- Proposed: One lot, one block.
- No new streets proposed.
- Maximum Building Coverage: 55% of the site.
- The property is in Zone X per FEMA FIRM Panel 48453C0510H.

Owner:
ITEX Group
Attn: Mr. Dakota Courville
9 Greenway Plaza
Houston, Texas 77027
(409) 853-3575

Architect/Planner
BSB Design
Attn: Mr. Dave Copenhaver AIA
8825 Coleman Drive
Frisco, Texas 75034
(409) 853-3575

Engineer
Sambatek, Inc.
Attn: Mr. Jay Marsh, PE
13355 Noel Rd, Suite 1100
Dallas, Texas 75240
(972) 954-5448

Surveyor
James E Garon and Assoc.
Attn: Mr. James Garon, RPLS
185 McAllister Rd
Bastrop, Texas 78602
(512) 303-4185

STONE CREEK DEVELOPMENT PLAN

Elgin, Texas

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes and structural design requirements, etc.) © 2018 BSB Design, Inc.

June 3, 2021

Development Services Department

STAFF REPORT

Eagles Landing Phase III & IV PDD

Workshop Staff Report

Date: July 16, 2021

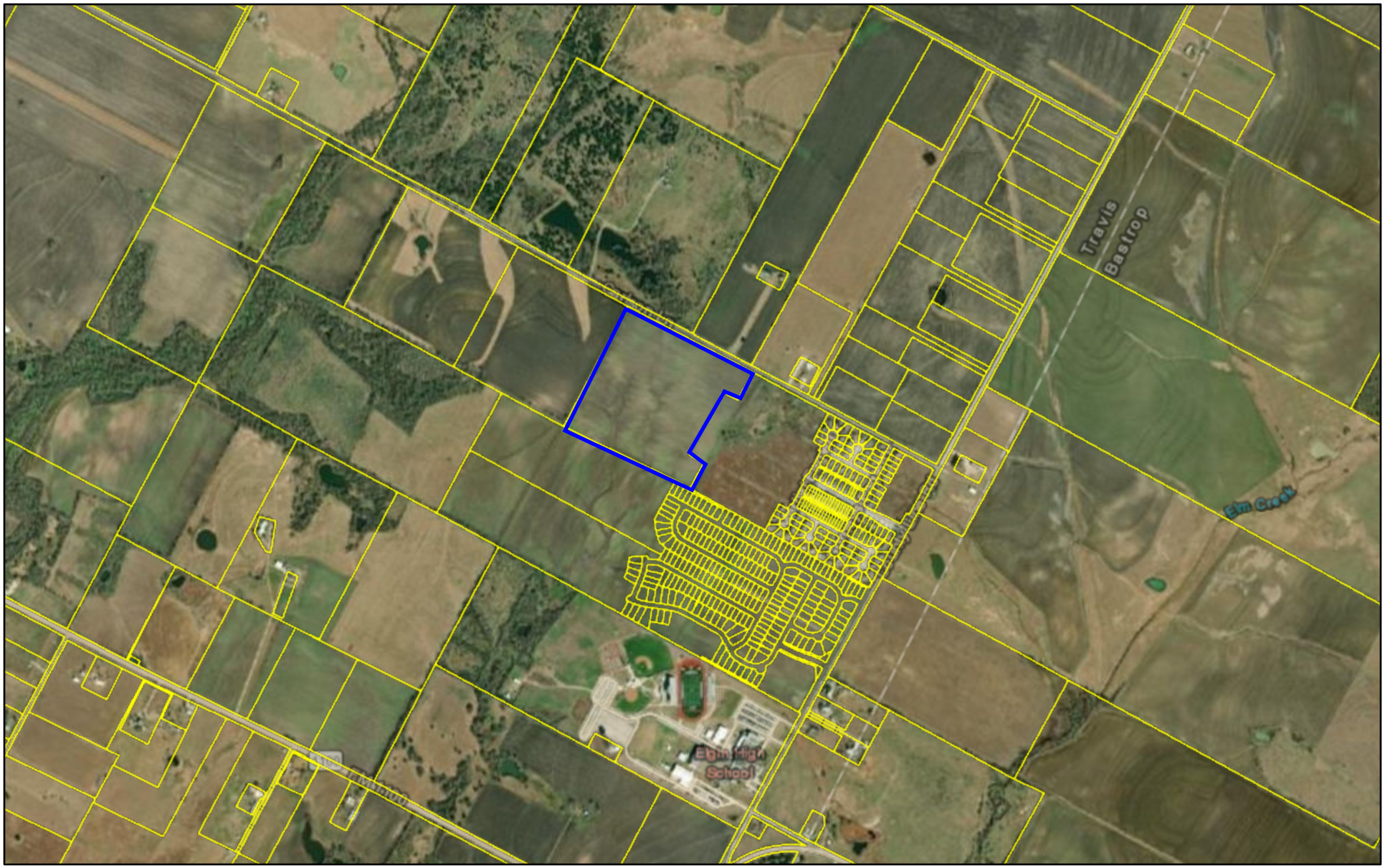
WORKSHOP SUMMARY

This is a workshop of upcoming items that have requested a PDD rezoning. Eventually these items will come before you for a recommendation for rezoning. However, the purpose of this meeting is to allow the Commission to review what has been submitted so far, discuss, and offer input on this proposed item. Please be aware City Staff has removed some of the pages to shorten the packet size, however the actual application, PDD text, and Concept Plans (when originally provided by the applicants) have been retained for this meeting. Staff has also provided an aerial, ETJ-City Limits Map, large scale subdivision map, and zoning map to assist with the overall development pattern of the area. The lot inside the blue outlines on these maps is the proposed project.

EAGLES LANDING PHASE III & IV PDD

This is part of a project that consist of several phases; Phase 1 has been built out, Phase 2 is about to start construction, and Phase 3 is being proposed for a PDD rezoning. The developer is seeking a rezoning on this property to seek a reduction in overall lot sizing and allow for their contribution towards the County Line Road project.

ArcGIS Web Map



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Travis Parcels Jan 2021

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Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin,

Web AppBuilder for ArcGIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap

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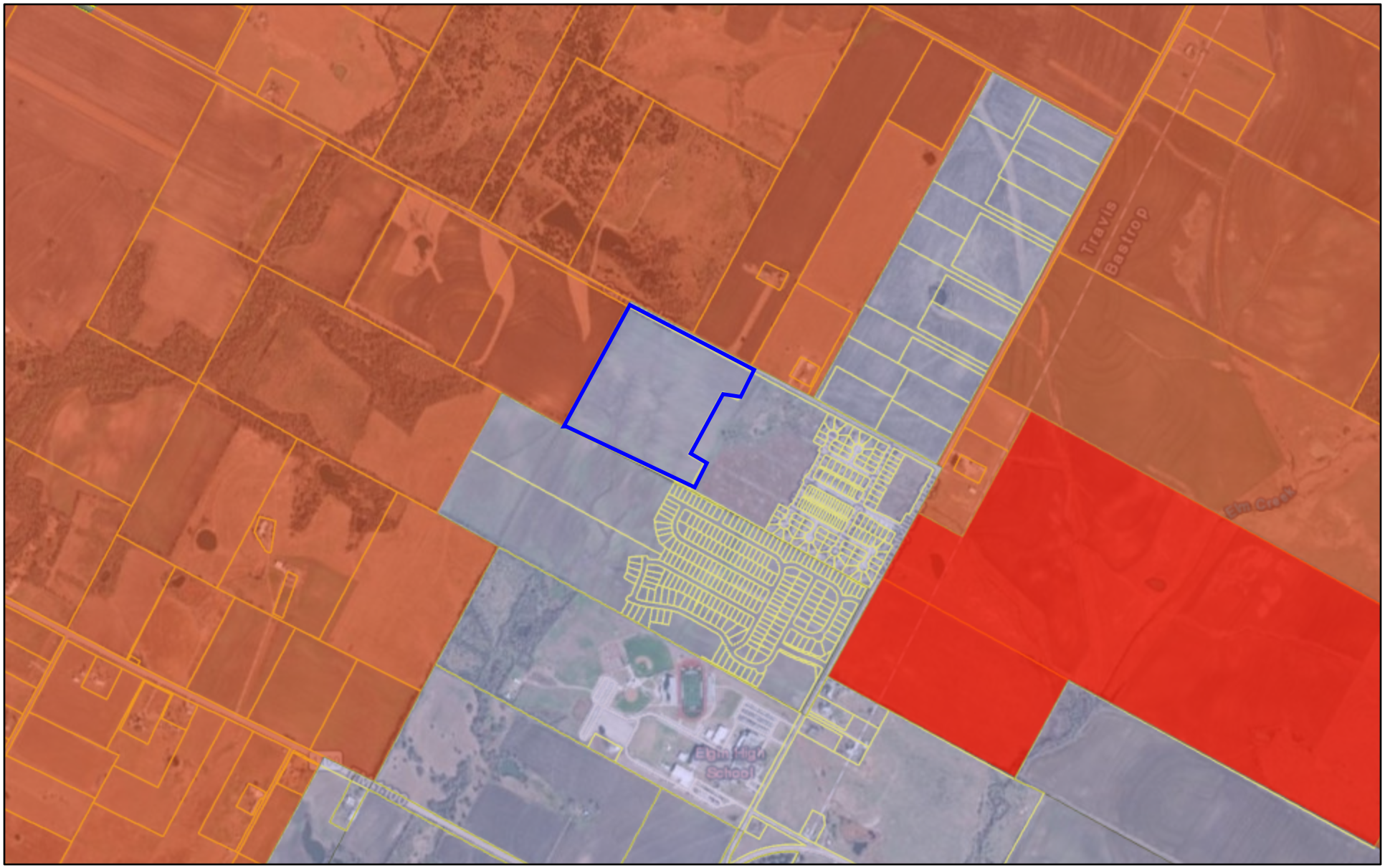

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Elgin ETJ
Elgin City Limits
LIMITED PURPOSE
FULL PURPOSE
Travis Parcels Jan 2021

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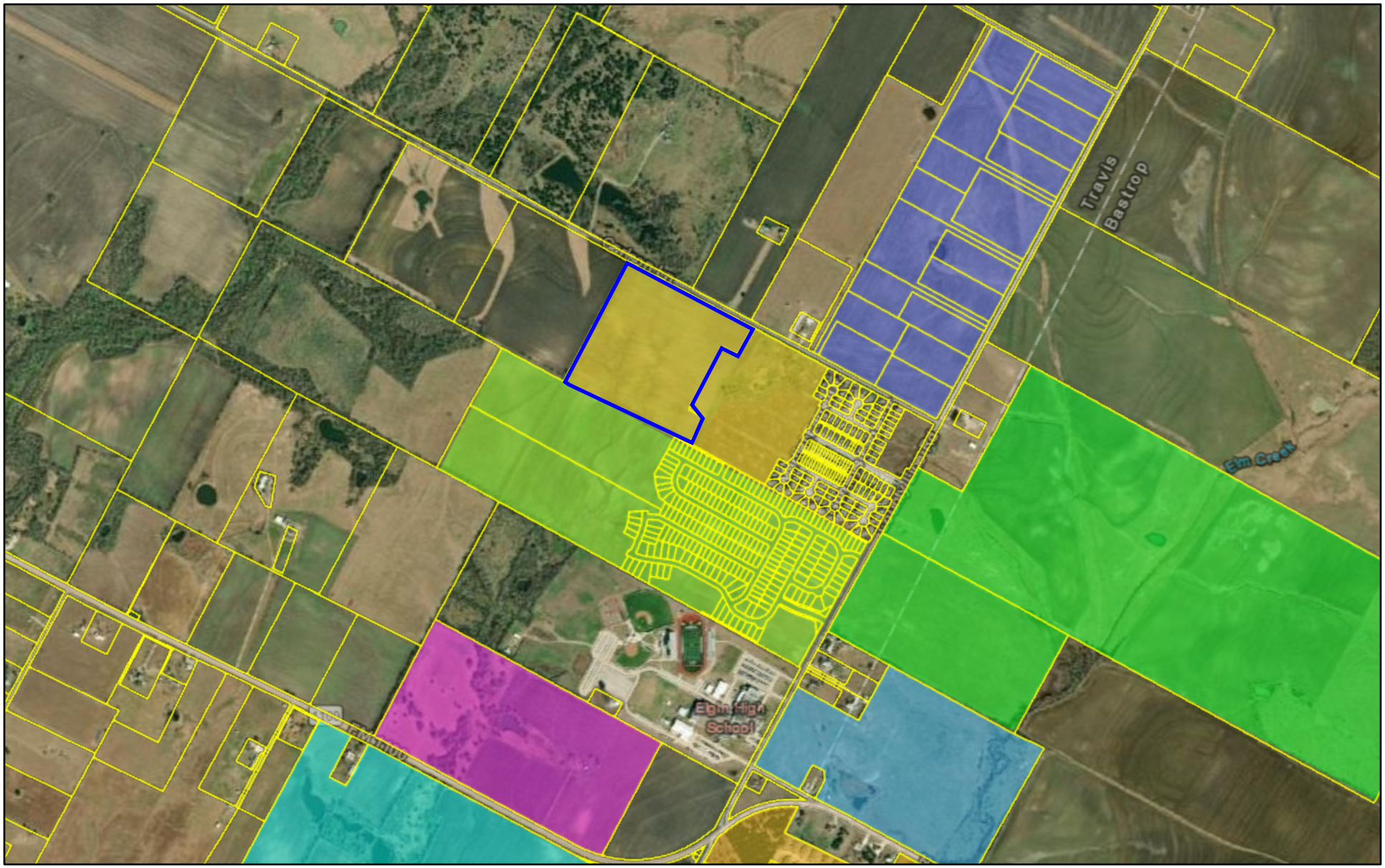

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Subdivision

- COUNTY LINE
- CRESCENT VILLAGE
- EAGLE'S LANDING
- HARVEST RIDGE
- HOMESTEAD
- LONE WILLOW
- PEPPERGRASS
- ROLLING MEADOWS
- STONE CREEK RANCH
- Travis Parcels Jan 2021

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin,

Web AppBuilder for ArcGIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap

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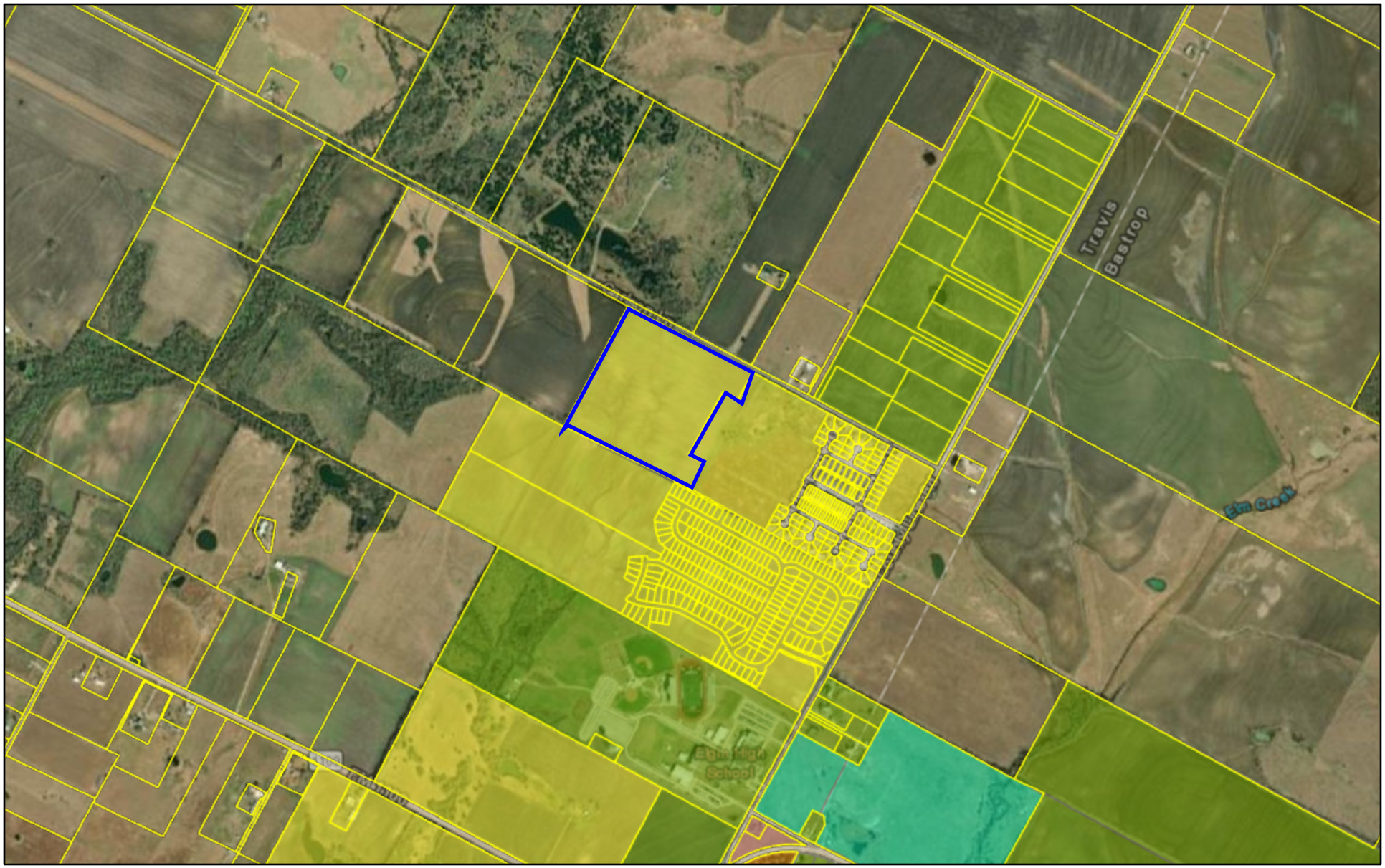

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Zoning

- A - Multiple Family Residential District
- C1 - Neighborhood Shopping District
- PDD - Planned Development District
- R1 - Single Family
- R3 - Single Family/Two Family/Industrialized Housing District

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Created: 1-8-2020

PDD REZONING APPLICATION

Date: 6/30/2021 **New** X **Modification** ____

Modification of _____

SITE INFORMATION

Project Address: 18501 Carlson

Parcel Identification Number (if no address): _____

APPLICANT

Name: Blake Reed

Postal Address: 230 Klattenhoff Lane Suite 100
Hutto, TX 78634

E-Mail Address: Blake@timmermancapital.com; **Phone Number:** 512-496-8668

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

Signature	Printed Name	Date
	Blake Reed	6/30/2021

Project Description:

See Attached

310 North Main Street
P.O. Box 591
Elgin, Texas, 78621
(512) 281-0119
www.elgintx.com

AGREEMENT AND DEVELOPMENT PLAN

EAGLE'S LANDING PHASE III

PLANNED DEVELOPMENT DISTRICT (PDD)

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT AND DEVELOPMENT PLAN (this "Agreement") is made and entered by and between the CITY OF ELGIN, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and TACK DEVELOPMENT, LTD. , its successors and assigns, (hereafter referred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

WHEREAS, the Owner is the owner of certain real property consisting of approximately 35.94 acres, as more particularly described in **Exhibit "A"**, (herein after referred to as the "Property") attached hereto and made a part hereof.

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Development District (the "PDD"), and those portions of the Property currently lie within City Limits.

WHEREAS, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, City of Elgin, Texas, the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PDD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on _____, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PDD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

GENERAL PROVISIONS

1.CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan included in Section II herein the "Plan."

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed.

3.ZONING VIOLATION

The Owner, his successors and assigns understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Elgin, Texas, as amended. This Plan will be filed in the Official Records of Travis County, thereby placing future purchasers of the property on notice of all of the terms and conditions of this Plan.

4.MISCELLANEOUS PROVISIONS

4.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

4.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

4.3 Severability.

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

4.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

4.6 Venue.

All obligations of the parties created hereunder are performable in Travis County, Texas and venue for any action arising hereunder shall be in Travis County.

4.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

4.8 Duplicate Originals.

This Agreement may be executed in duplicate original, each of equal dignity.

4.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER	CITY OF ELGIN, TEXAS
TACK Development, LTD. 230 Klattenhoff Lane Suite 100 Hutto, TX 78634 Attn: Tim Timmerman	City of Elgin, Texas P.O. Box 591 Elgin, Texas 78621 Attn: City Manager

4.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

4.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

4.12 Binding Effect.

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

4.13 Sunset Provision

In the event that this Planned Development Plan is not recorded within five (5) years from the date the Planned Development Plan is approved by the City Council, then the Planned Development Plan shall be automatically voided and the zoning shall revert to R-3 Single Family, and Zero Lot Line Duplex (the zoning ordinances in effect at the time of approval of this PDD).

II

DEVELOPMENT PLAN ("Plan")

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Elgin, Texas, hereinafter referred to as "the Code"

2. PROPERTY

This Development Plan (hereinafter referred to as "Plan") covers approximately 35.94 acres of land, all of which is located within the city limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto.

3. PURPOSE

The purpose of this Plan is to insure a PDD that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. This PDD Serves to augment and/or modify the standards for development outlined in the code to implement the vision for the Property and ensure a quality development not otherwise achieved solely by the underlying base zoning district. Refer to Exhibit "C", Development Standards, for additional design standards set forth in the PDD Document. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. PERMITTED USES

The Property shall be used and developed as shown in the Concept Plan, **Exhibit "B"** attached hereto and incorporated herein. **Exhibit "B"** depicts the Development Plan for the property, **Exhibit "C"** depicts the development standards for the Residential Parcels within the Property.

6. UNDERGROUND UTILITY SERVICE

All utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

7. COUNTY LINE ROADWAY IMPACT

7.1 City Participation

City agrees to pay for all costs ("Project Costs") related to the design and construction of the County Line Roadway Project ("Project") in accordance with the design plans as approved by the City, which shall include curbed and guttered roadway and associated storm sewer.

7.2 Developer Participation

Developer agrees to contribute to the Project Costs an amount not to exceed $524,824 (the "Participation Amount").

7.3 Developer Participation Schedule

The Developer Participation Amount shall be $2,312 per platted lot payable at or before final recordation on the plat.

7.4 Escrow Amount

On or before recordation of the first plat and Developer making the initial deposit into the Escrow Account, Developer and City shall execute an Escrow Agreement outlining the terms and conditions of the release of the escrow funds to be used for the construction of County Line Road.

8. PARKLAND DEDICATION

The parkland dedication requirements for the Property shall be met in full by providing the following:

8.1 Parkland Fee in Lieu of Required

$500 per lot to be paid before recordation of the final plat.

9. WATER QUALITY

This Project will not be required to provide water quality facilities.

10. STREETS, BLOCKS, LOTS, SIDEWALKS, BUILDING LINES, AND SETBACKS,DRAINAGE AND STORM SEWERS AND OTHER MATTERS

10.1 Development Standards

The Project shall incorporate the Development Standards as depicted on **Exhibit "C".**

10.2 Buffer Zones

The City of Elgin required buffer zones per Sec. 36-3 12(b)(2) are hereby removedwhere Single Family Lots are located per the concept plan and preliminary plan.

10.3 Sidewalk-In-Lieu Fees

The Project shall not be subject to the Sidewalk-In-Lieu Fee for frontage along Carlson Road

10.4 Traffic

The Owner shall not be required to perform a Traffic Impact Analysis for the Project.

10.5 Neighborhood Delivery and Collection Box

The project shall not be subject to Section 36.60 of City Ordinance 2021-04-20-08

11 CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

11.1 Minor Changes

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively, if approved in writing, by the City Engineer, the Director of Planning, the Director of Public Works, and the City Attorney.

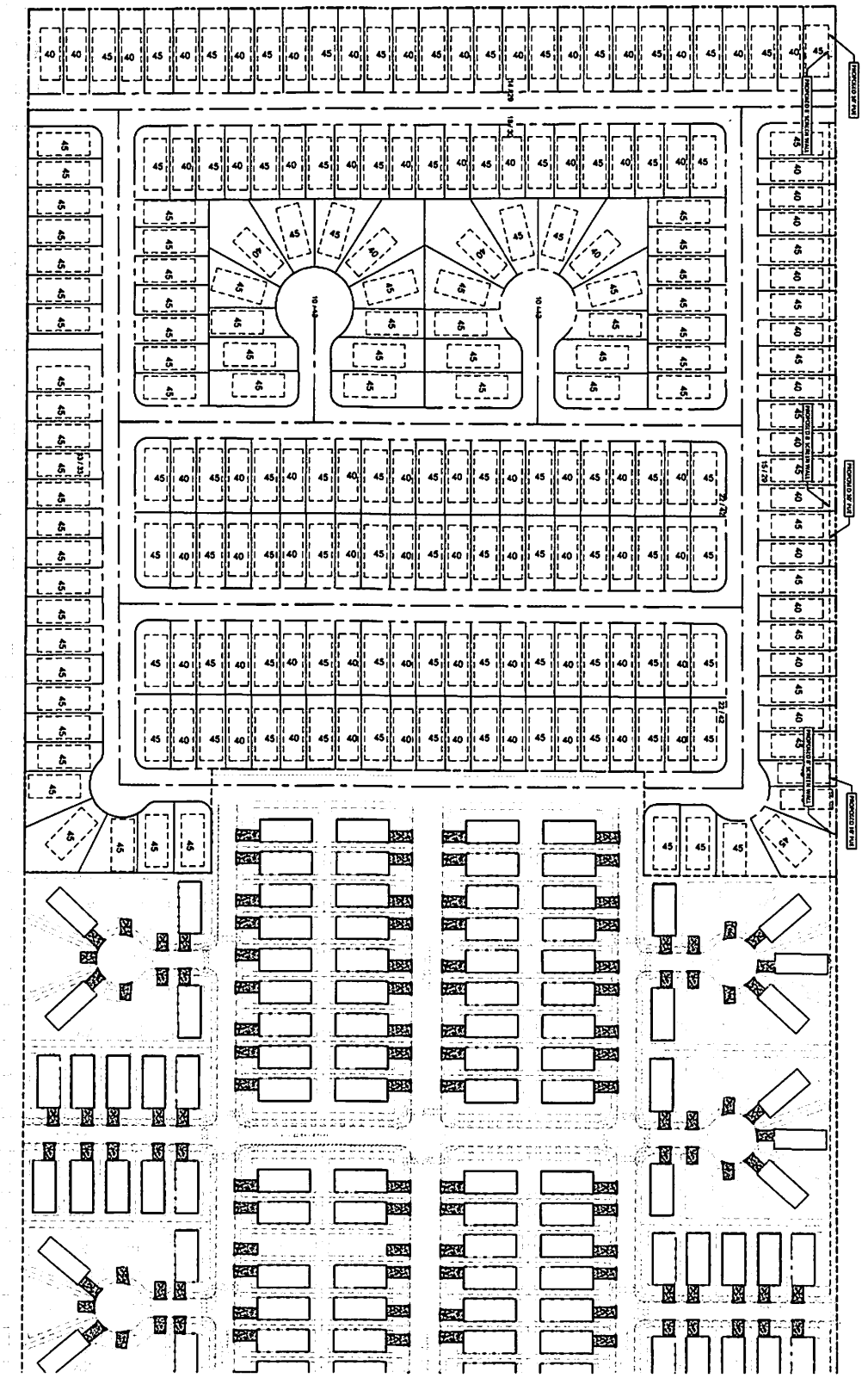
11.2 Major Changes

All changes not permitted under section 11.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the "Rezoning Owner") to obtain the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it applies to the land of the Rezoning Owner.

11.3 Deed Restrictions and Creation of a Home Owner's Association

The Owner shall create a Home Owners Association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The Association shall be created and deed restrictions recorded before commencement of any development on all or any portion of the Property. The Association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Travis County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern.

"Exhibit B"



SUMMARY	
40' LOTS (30' PRODUCT)	83 (36%)
45' LOTS (35' PRODUCT)	144 (63%)
TOTAL:	227

EAGLES LANDING
PHASES 3 & 4
CONCEPT PLAN

OVERALL PLAN

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPLS Firm Number: 10105800

SHEET 1 OF 01

EXHIBIT C –

DEVELOPMENT PLAN

A. Applicability and Base Zoning

All aspects regarding the development of this Property shall comply with the City of Elgin Code of Ordinances in effect on (THE EFFECTIVE DATE) except as established in this exhibit, titled **Exhibit "C".**

The base district zoning of R-3 Single Family, and Zero Lot Line Duplex, has been established for this Property.

All development within the Property will comply with the modified development standards of **Exhibit "C".** In the case that this exhibit does not address a specific City requirement, the Elgin Code of Ordinances shall apply. In the event of a conflict between this exhibit and the identified base zoning district as defined in the Code of Ordinance on (THE EFFECTIVE DATE), this exhibit shall control.

B. SINGLE FAMILY RESIDENTIAL LOT DESIGN STANDARDS

The development of the Property will not exceed 227 single-family residential units. The potential product shall be developed in compliance with Table B.1

In addition to the design standards outlined in Table B. 1, the following standards shall alsoapply:

1. Residential lot widths shall be measured from the front setback building line as established below.

2. Building height shall be measured as the vertical distance from the front door threshold to the highest point of the roof.

Table B.1 Residential Development Standards	
	FRONT LOADA
Lot Width Minimum	40 ft.
Lot Depth Minimum	100 ft
Setbacks	
Front (min.)	15 ft.
Rear (min.)	10 ft.
Garage Setback (min.)	20 ft.
Side (min.)	*5* ft.
Comer (min.)	15 ft.
Building Height	35 ft.
Minimum Lot Area	4,000 sq. ft.

C. ROADWAY STANDARDS

1- The block length requirements per City of Elgin Sec. 36-202 are modified as shown in the Concept Plan for the perimeter blocks of the subdivision and are approved with this agreement. Approved modifications to the Concept Plan that affect block length will also be permitted per this agreement.

2. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.

Development Services Department

STAFF REPORT

Creeks Cross. PDD Workshop Staff Report

Date: July 16, 2021

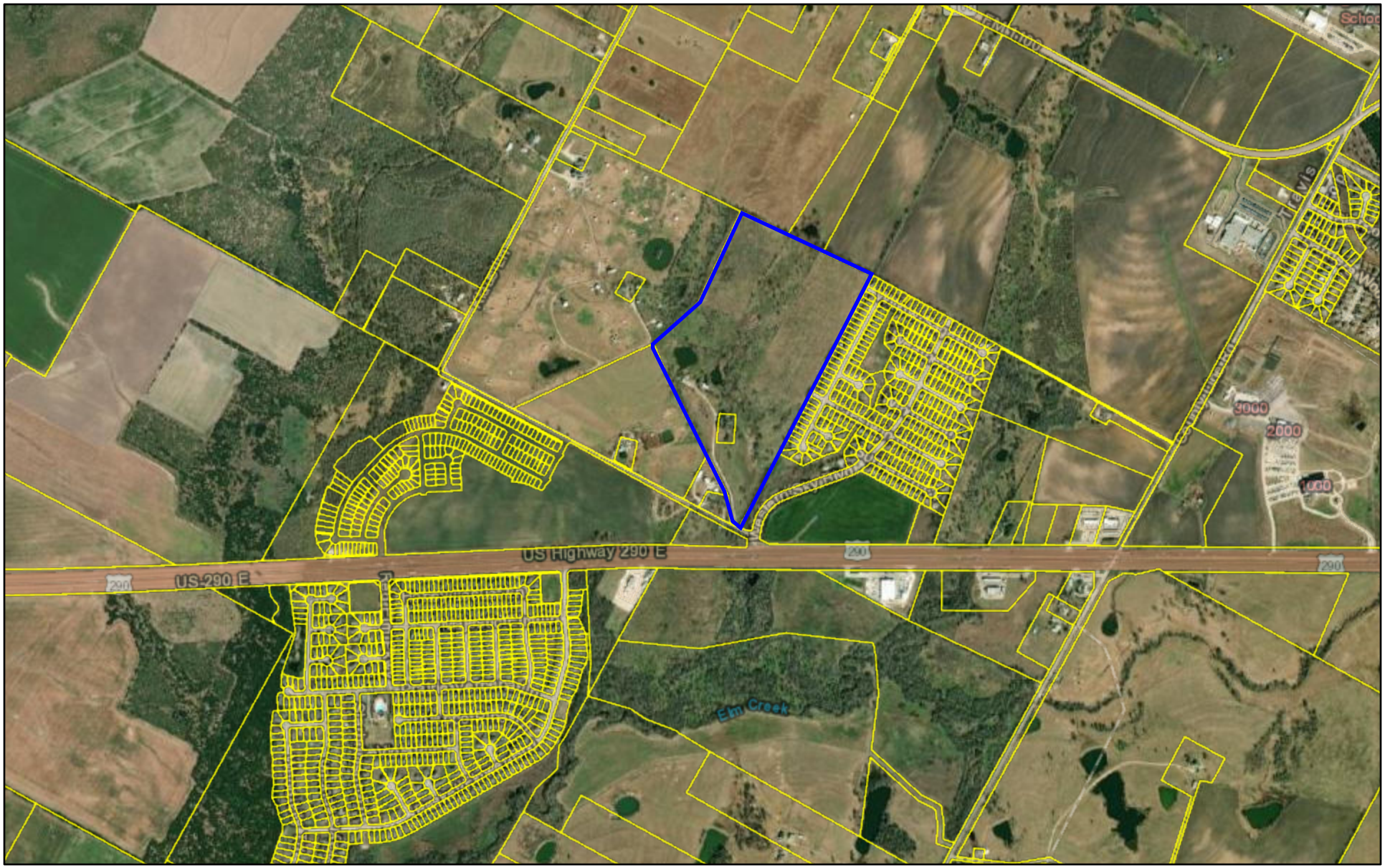
WORKSHOP SUMMARY

This is a workshop of upcoming items that have requested a PDD rezoning. Eventually these items will come before you for a recommendation for rezoning. However, the purpose of this meeting is to allow the Commission to review what has been submitted so far, discuss, and offer input on this proposed item. Please be aware City Staff has removed some of the pages to shorten the packet size, however the actual application, PDD text, and Concept Plans (when originally provided by the applicants) have been retained for this meeting. Staff has also provided an aerial, ETJ-City Limits Map, large scale subdivision map, and zoning map to assist with the overall development pattern of the area. The lot inside the blue outlines on these maps is the proposed project.

CREEKS CROSSING PDD

This is a project that originally was approved by the Commission as a different project within the ETJ. The Commission granted an extension to that approved plat earlier this year. Since that approval, this a new proposal to develop the site. Currently, it is outside the City Limits, but the project developer is wishing to annex it in. When annexed, the property automatically has an R-1 zoning and can be rezoned to another zoning category. The PDD text, which is how it will be developed, and the concept plan, a visual representation of how it will be developed, has been included for review.

ArcGIS Web Map



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Travis Parcels Jan 2021

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Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin,

Web AppBuilder for ArcGIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap

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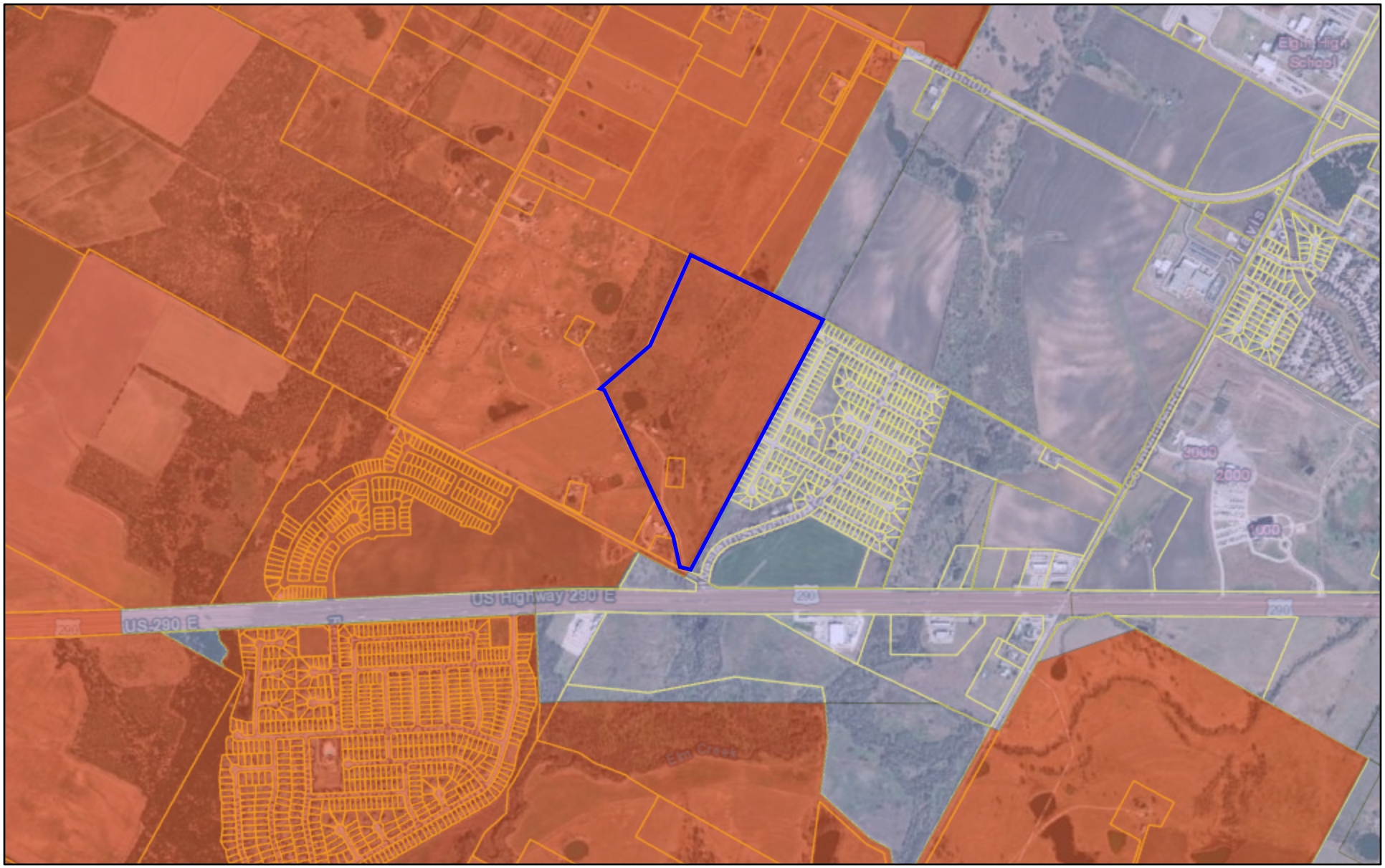

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Elgin City Limits

Elgin ETJ

FULL PURPOSE

Travis Parcels Jan 2021

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin,

Web AppBuilder for ArcGIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap

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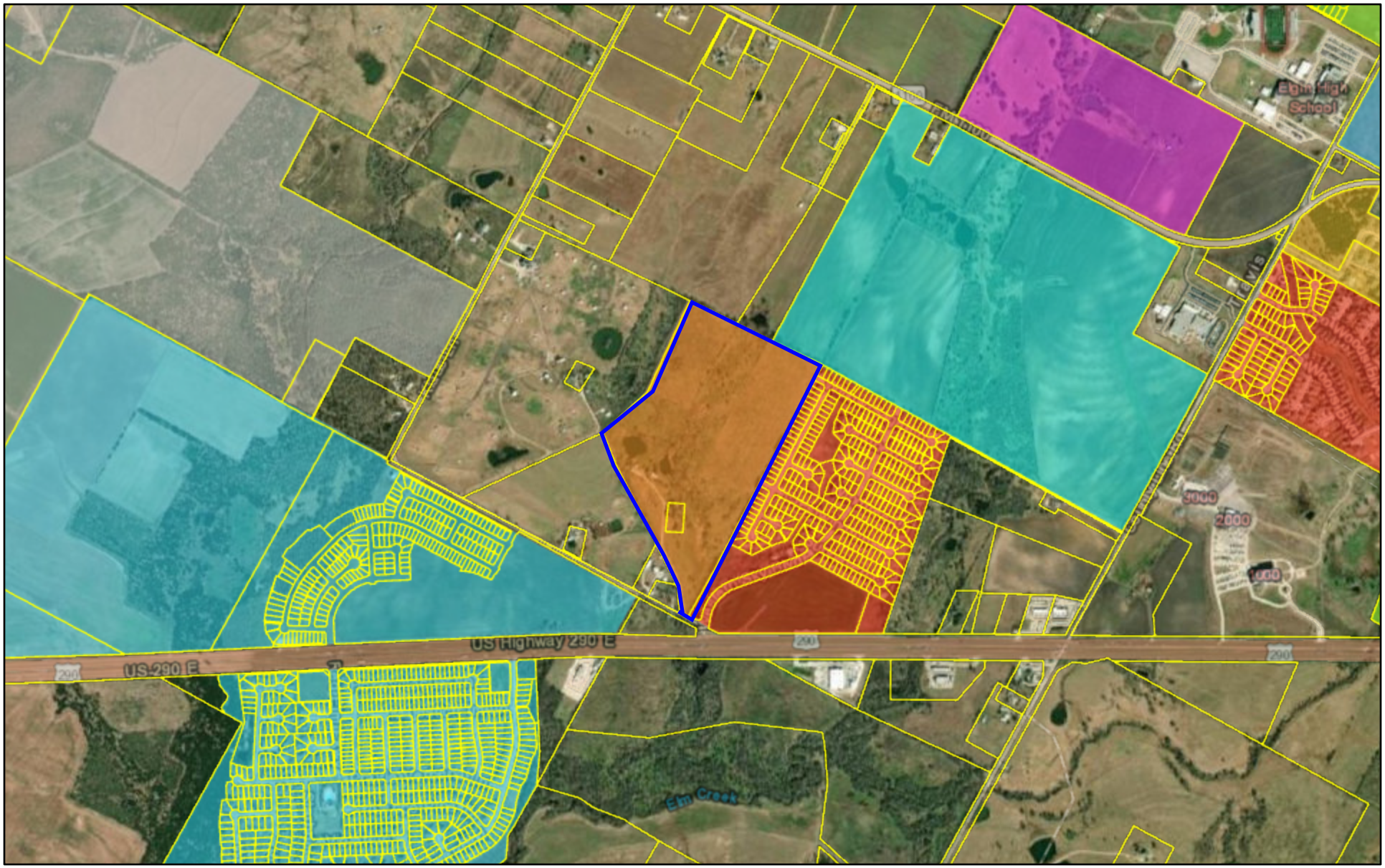

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Subdivision

- BRICKSTON
- COUNTY LINE
- CREEKS CROSSING
- CRESCENT VILLAGE
- ELM CREEK CENTER
- HOMESTEAD
- LONE WILLOW
- MUD 14
- PEPPERGRASS
- STONE CREEK RANCH
- WESTWIND

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin,

Web AppBuilder for ArcGIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap

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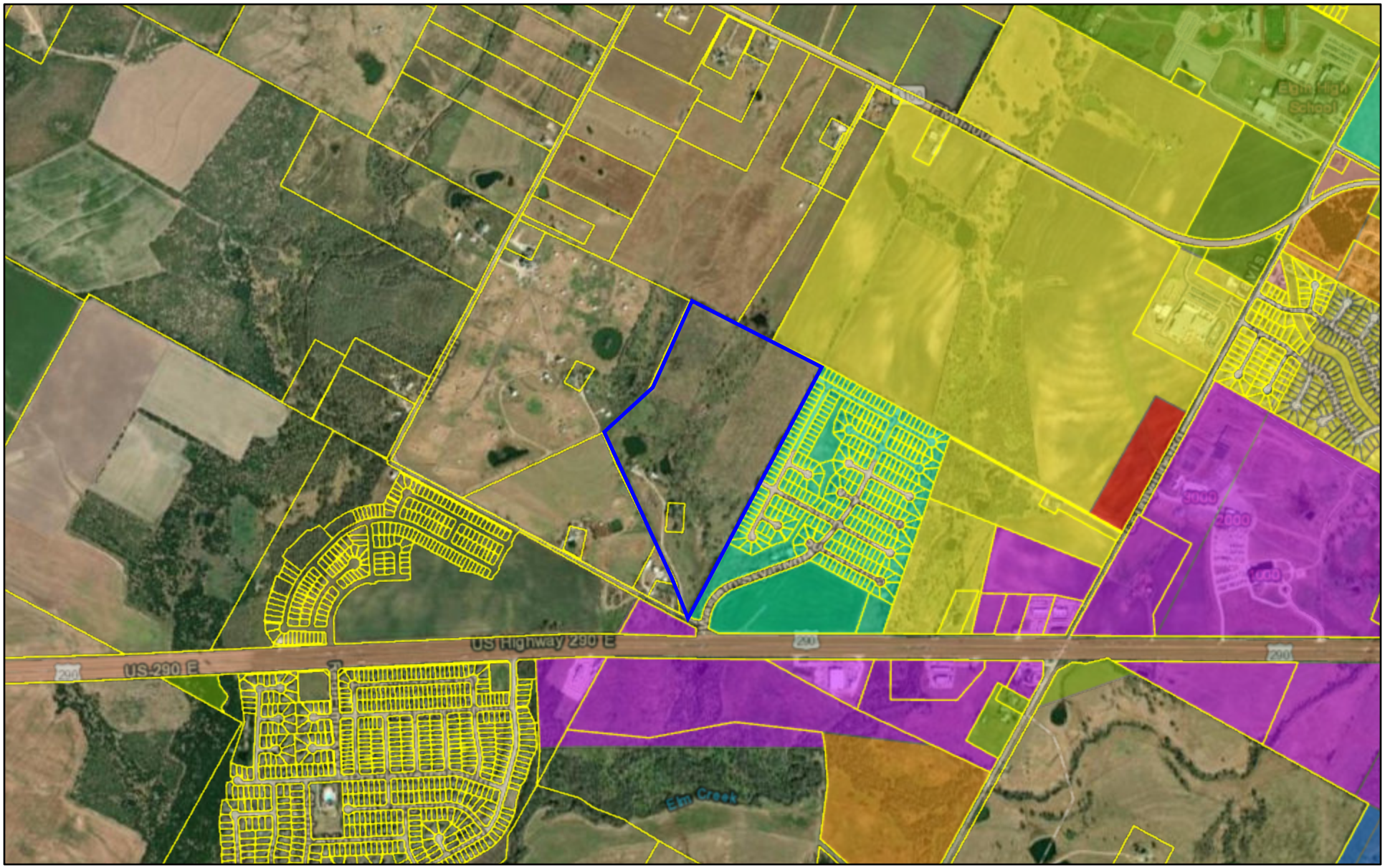

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Zoning

- A - Multiple Family Residential District
- C1 - Neighborhood Shopping District
- C2 - General Commercial District
- C3 - Highway Commercial District
- I - General Industrial District

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Created: 1-8-2020

PDD REZONING APPLICATION

Date: 04/20/2021 **New** X **Modification** ____

Modification of _____

SITE INFORMATION

Project Address: 13211 Klaus Ln., Elgin, TX 78621

Parcel Identification Number (if no address): 248208, 248209

APPLICANT

Name: John Hines

Postal Address: 1620 La Jaita Dr., Ste. 250, Cedar Park, TX 78613

E-Mail Address: jhines@cudeengineers.com; **Phone Number:** 512-260-9100

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

Signature	Printed Name	Date
	John D. Hines, P.E.	4-20-2021

Project Description:

67.971 Acre subdivision of 281 single family lots with street, drainage, storm sewer, water, and wastewater improvements.

310 North Main Street
P.O. Box 591
Elgin, Texas, 78621
(512) 281-0119
www.elgintx.com

AGREEMENT AND DEVELOPMENT PLAN

CREEKS CROSSING

PLANNED DEVELOPMENT DISTRICT ("PDD")

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT AND DEVELOPMENT PLAN (this "Agreement") is made and entered by and between the CITY OF ELGIN, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and CREEKS CROSSING LAND PARTNERS, LLC, a Texas Limited Liability Company, its successors and assigns, (hereafter referred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

WHEREAS, the Owner is the owner of certain real property consisting of 68 acres, as more particularly described in **Exhibit "A"**, (herein after referred to as the "Property") attached hereto and made a part hereof.

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Development District (the "PDD"), and those portions of the Property currently lie within City Limits.

WHEREAS, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, City of Elgin, Texas, the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PDD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on _____, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PDD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

I.

GENERAL PROVISIONS

1.CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan included in Section II herein the "Plan."

2.ANNEXATION

The Owner, as part of the City's consideration for the PDD, voluntarily requests that the Property be annexed into the City Limits of Elgin.

3. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed.

4.ZONING VIOLATION

The Owner, its successors and assigns understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Elgin, Texas, as amended. This Plan will be filed in the Official Records of Travis County, thereby placing future purchasers of the property on notice of all of the terms and conditions of this Plan.

5.MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

5.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

5.3 Severability.

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

5.6 Venue.

All obligations of the parties created hereunder are performable in Travis County, Texas and venue for any action arising hereunder shall be in Travis County.

5.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

5.8 Duplicate Originals.

This Agreement may be executed in duplicate original, each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER	CITY OF ELGIN, TEXAS
Creeks Crossing Land Partners, LLC 311 Westwood Terrace Austin, Texas 78746 Attn: S. Todd McCullough	City of Elgin, Texas P.O. Box 591 Elgin, Texas 78621 Attn: City Manager

5.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

5.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

5.12 Binding Effect.

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

5.13 Sunset Provision

In the event that this Planned Development Plan is not recorded within five (5) years from the date the Planned Development Plan is approved by the City Council, then the Planned Development Plan shall be automatically voided and the zoning shall revert to R-1 (the zoning ordinances in effect at the time of approval of this PDD).

II

DEVELOPMENT PLAN ("Plan")

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Elgin, Texas, hereinafter referred to as "the Code"

2. PROPERTY

This Development Plan (hereinafter referred to as "Plan") covers approximately 68 acres of land, all of which is located within the city limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto.

3. PURPOSE

The purpose of this Plan is to insure a PDD that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. This PDD serves to augment and/or modify the standards for development outlined in the Code to implement the vision for the Property and ensure a quality development not otherwise achieved solely by the underlying base zoning district. Refer to **Exhibit "C", Development Standards,** for additional design standards set forth in the PDD document. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code. If there is a conflict between this Agreement and Exhibit "C", this Agreement shall supersede the specific conflicting provisions of the Exhibit "C".

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. PERMITTED USES

The Property shall be used and developed as shown in the Concept Plan, **Exhibit "B"** attached hereto and incorporated herein. The Concept Plan depicts the Development Plan for the property. Minor alterations to the Concept Plan may be made administratively as part of the Final Plat and/or Construction Plan application processing.

Exhibit "C", Development Standards, depicts the development standards for the Residential parcels within the Property. A property owner's association governing the residential properties will be developed before certificate of occupancy.

6. UNDERGROUND UTILITY SERVICE

All utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

7. DRIVEWAY ACCESS TO WESTERN SKY BOULEVARD, CRESTWIND LANE, AND/OR WILLOW SAGE LANE

The Owner agrees to provide two roadway connections into the Property. The Owner agrees to connect at the existing public right-of-way of Willow Sage and seek rights from the Westwind H.O.A. for a second driveway connection off of Western Sky Boulevard, as depicted in the Concept Plan (Exhibit B). Provided the Owner is unable to secure access at that location from the Westwind H.O.A., the Owner will be allowed by the City to utilize the existing public right-of-way connections to Crestwind Drive and Willow Sage Lane.

8. PARKLAND DEDICATION [*If applicable*]

The parkland dedication requirements for the Property shall be met in full by providing the following:

8.1 Parkland Open Space and Trails

The Project will provide approximately 12.5 acres of public open space (18% of the Project) as shown on **Exhibit "D", Public Open Space Plan**. The open space lands and associated improvements shall be accessible to the public. Improvements to the public open space shall at a minimum include 2,000 linear feet of six foot (6') wide decomposed granite or concrete trail combination, 3 park benches, 2 workout stations, 2 trash receptacles, and 2 pet waste stations along the trail system. The location of the park improvements will be incorporated into the construction plans for each phase of the Property.

Ownership and maintenance of the public open space shall be the responsibility of the private Homeowner's Association (HOA). The HOA will have the right to impose restrictions and enforce proper use of the public open space, including the right to add security measures (fences, cameras, or related), if necessary to prevent the misuse, abuse, vandalism, or any other nuisance activities on the open space lands.

9. SIGNS

The Project shall incorporate the Development Standards as depicted on **Exhibit "C"**.

10. WATER AND WASTEWATER

The City of Elgin will be the retail wastewater provider. Aqua Water Supply Corporation will be the retail water provider and is not part of this Agreement between the City and Owner.

Existing water and wastewater infrastructure is at or adjacent to the property and no additional major extensions or improvements are necessary to provide service to the Property. Additionally, the existing Westwind lift station that is also adjacent to and will be receiving the wastewater flows from the Property (for up to 282 LUE connections) has adequate pumping and storage capacity. No additional direct offsite improvements to the City's wastewater system is necessary to serve the project.

11. WATER QUALITY, DETENTION, AND IMPERVIOUS COVER

The Project will follow the City's Code and specifically will be required to provide stormwater runoff controls (detention), erosion control measures, permanent BMP's, grading, and related infrastructure to prevent increased or adverse affects downstream of the Project.

The Project will be designed utilizing Atlas 14 rainfall intensities relative to the Project area. There is no existing FEMA floodplain reflected on the Property and therefore the Project will include grading, re-grading, channelization, and modification as needed to accommodate existing offsite upland flows passing through the Property, onsite drainage ways, and overall stormwater conveyance leaving the Property.

Impervious cover will be limited to sixty (60%) of the total gross acreage for the Project. Decomposed granite trails, mulch, or other pervious surfaces will not be counted as impervious cover. Pools with at least 4 inches of height between coping and water surface will not be counted as impervious cover.

12. DESIGN OF INGRESS OR EGRESS FOR DRIVEWAYS

This project will not provide mutual access agreements on parking lots, driveways and adjoining properties as encouraged on Section 36-514.8 of the Code of Ordinances. This project will however provide connectivity to adjacent properties as shown in the Concept Plan, **Exhibit "B"**.

13. STREETS, BLOCKS, LOTS, SIDEWALKS, BUILDING LINES, AND SETBACKS, DRAINAGE AND STORM SEWERS AND OTHER MATTERS

13.1 Development Standards

The Project shall incorporate the Development Standards as depicted on **Exhibit "C"**.

13.2 Buffer Zones

The City of Elgin required buffer zones per Sec. 36-312(b)(2) are hereby modified such that adequate buffer zones will generally comply with the City's code, and may be modified as depicted in Exhibit C but in any case will provide sufficient space for drainage conveyance.

13.3 Sidewalk-In-Lieu Fees

Not applicable. No offsite sidewalks or related fees are required with this Project.

13.4 Traffic Impact

The Owner will pay for and provide the City a free copy of a Traffic Impact Analysis (TIA) as it relates to the direct impact of projected new traffic created by this Project, i.e. the addition of approximately 282 new homes. The impact or study area will be limited to existing public roadways within 0.5 miles of the Project. Any recommendation for improvements to existing **City roadways** will be evaluated and negotiated with the City, separate from this Agreement, however any such improvements that involve costs to the Owner will be prorated based on the direct impact of this Project. Example: if this Project generates 1,000 trips out of 5,000 total trips on a roadway intersection where an improvement is recommended, the Owner would only be responsible for 20% of the costs for said improvement.

The Owner will also provide a copy of the TIA to the State, however, the State is not a party to this Agreement. The City agrees to not withhold or delay the Owner in the City entitlement process for the Project for any offsite State roadway improvement recommendation.

13.5 Perimeter Improvements

No perimeter or offsite improvements are required for this Project, except those required for existing utility connections, connections to existing roadways, and signage for the subdivision.

14. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

14.1 Minor Changes

Minor changes to this Agreement or Plan, which do not substantially alter the proposed street circulation, increase the lot count above the limit set in **Exhibit "C"** or alter the Residential Development Standards in **Table "B.1"of Exhibit "C"**, may be approved administratively, if approved in writing, by the City Engineer, the Director of Planning, the Director of Public Works, and the City Attorney.

14.2 Major Changes

All changes not permitted under section 14.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the "Rezoning Owner") to obtain the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it applies to the land of the Rezoning Owner.

14.3 Deed Restrictions and Creation of a Home Owner's Association

The Owner shall create a Homeowner's Association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The Association shall be created and deed restrictions recorded before the issuance of building permits for residential building construction on the Property. The deed restrictions shall be submitted to the City for review to determine consistency with this Agreement before recording. The Association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Travis County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern. City shall review any proposed changes for consistency.

14.4 Master Development Fee (MDF)

As consideration for this Agreement, the Owner recognizes the impacts, both direct and indirect, that the addition of the Project will bring to the surrounding area and hereby agrees to pay the City a **master development fee of $1,200.00 per buildable residential lot** (estimated to be 282 single-family lots depicted in Exhibit C). The MDF will be due upon final plat approval after all actions by the City to approve the final plat and acceptance of the correlating construction improvements have all been completed. Only one MDF and one LUE will be assessed each residential lot. The Owner will have up to 10 business days to make the MDF payment to the City upon written notification that all City approvals for the final plat and related construction improvements have been completed. **The Owner agrees to pre-pay the City $50,000.00 upon City approval of the preliminary plat.** The $50,000 pre-payment shall apply toward and reduce the remaining MDF payment required upon approval of the first final plat and construction plans.

LIST OF EXHIBITS

EXHIBIT "A" – Metes Bounds Description of the Property

EXHIBIT "B" – Concept Plan

EXHIBIT "C" – Development Plan

EXHIBIT "D" – Public Open Space Plan

EXHIBIT "E" – Master Sign Plan

EXHIBIT "E-1" – Community Signage

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

BEING 67.971 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE WILLIAM HINES SURVEY, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 68.031 ACRE TRACT DESCRIBED IN DEED TO JOSEPH W. WINKLEY AND BODIE L. WINKLEY RECORDED IN DOCUMENT NO. 2000046598 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" with a plastic cap stamped "Landesign" set in the existing north right-of-way line of Klaus Lane (no dedication found, right-of-way width varies) at the southernmost corner of said 68.031 acres and the westernmost corner of Lot 41, Block A of the Amended Plat of Westwind Subdivision Section 1 recorded in Document No. 200500135 of the O.P.R.T.C.T..), from which a concrete highway monument (type I) found in the north right-of-way line of U.S. Highway 290 bears South 63°17'31" East a distance of 319.95 feet [record (Doc. No. 2004004981, O.P.R.T.C.T., parent deed to Westwind Subd.) – South 63°20'44" East, 319.93 feet];

THENCE North 63°17'31" West a distance of 80.05 feet (record – North 58°59'52" West, 80.05 feet) with the southwest line of the 68.031 acres and the existing north right-of-way line of Klaus Lane to a 1/2" iron rebar found at the southernmost corner of a called 1.25 tract of land described in deed recorded in Volume 7867, Page 425 of the Deed Records of Travis County, Texas (D.R.T.C.T.), from which a fence corner post found at the westernmost corner of a called 2.00 acre tract described in deed recorded in Doc. No. 2001027311 of the O.P.R.T.C.T. tract bears North 63°17"31" West a distance of 502.61 feet (record – North 57°64'30" West, 502.61 feet);

Metes and Bounds Continued,

THENCE North 05°53'02" West a distance of 270.66 feet (record – North 00°32'25" West, 270.73 feet) with the southwest line of the 68.031 acres and the east line of said 1.25 acres to a 1/2" iron rebar found at an angle point in the southwest line of the 68.031 acres, the northeast corner of the 1.25 acres and the southeast corner of said 2.00 acres;

THENCE North 28°33'03" West a distance of 1242.09 feet (record – North 23°01'48" West, 1242.09 feet) with the southwest line of the 68.031 acres, the northeast line of 2.00 acres and the northeast line of the remainder of a called 32.3739 acre tract described in deed recorded in Volume 5552, Page 229 of the D.R.T.C.T. to a 1/2" iron rebar with plastic cap stamped "Landesign" set;

THENCE North 23°49'06" West a distance of 352.38 feet (record – North 18°24'06" West, 352.38 feet) with the southwest line of the 68.031 acres and the northeast line of the remainder of a called 32.3739 acre tract to a fence corner post found at the westernmost corner of the 68.031 acres, the northernmost corner of the remainder of 32.3739 acres and in the southeast line of a called 90 acre tract described in deed recorded in Doc. No. 2013104420 of the O.P.R.T.C.T.;

THENCE with the northwest line of the 68.031 acres and the southeast line of said 90 acres the following two (2) courses;

1. North 44°47'56" East a distance of 549.29 feet (record – North 50°18'53" East, 550.08 feet) to a 5/8" iron rebar found;

2. North 23°42'55" East a distance of 944.14 feet (record – North 29°10'20" East, 943.88 feet) to a 1/2" iron rebar found at the northernmost corner of the 68.031 acres, the easternmost corner of the 90 acres and in the southwest line of a called 52.00 acre tract described in deed recorded in Volume 7851, Page 628 of the D.R.T.C.T.;

THENCE South 65°46'22" East with the northeast line of the 68.031 acres and the southwest line of said 52.00 acres a distance of 502.12 feet (record – South 60°16'31" East, 502.28 feet) to a 1/2" iron rebar found at the southernmost corner of the 52.00 acres and the westernmost corner of a called 11.365 acre tract described in deed recorded in Volume 6264, Page 913 of the D.R.T.C.T.;

THENCE South 66°10'38" East with the northeast line of the 68.031 acres and the southwest line of said 11.365 acres a distance of 382.59 feet (record – South 60°39'10" East, 382.96 feet) to a 1/2" iron rebar found at the southernmost corner of the 11.365 acres and the westernmost corner of a called 29.107 acre tract described in deed recorded in Doc. No. 2005166995 of the O.P.R.T.C.T.;

Metes and Bounds Continued,

THENCE South 65°06'22" East with the northeast line of the 68.031 acres and the southwest line of said 29.107 acres a distance of 521.21 feet (record – South 59°39'27" East, 522.34 feet) to a 1" iron pipe found at the easternmost corner of the 38.031 acres, the southernmost corner of the 29.107 acres, the westernmost corner of a called 176.274 acre tract described in deed recorded in Doc. No. 2005166991 of the O.P.R.T.C.T. and the northernmost corner of Lot 15, Block D of Westwind Subdivision Section 3 recorded in Doc. No. 201400175 of the O.P.R.T.C.T.;

THENCE South 26°52'02" West with the southeast line of the 38.031 acres, the northwest line of said Westwind Subdivision Section 3, the northwest line of Westwind Subdivision Section 2 recorded in Doc. No. 200600058 of the O.P.R.T.C.T. and the northwest line of the Amended Plat of Westwind Subdivision Section 1, passing 5.58 feet northwest of a 1/2" iron rebar with a "McAngus" cap found at a distance of 950.28 feet, passing 6.49 feet northwest of a 1/2" iron rebar with a "McAngus" cap found at a distance of 1212.51 feet, passing 9.84 feet northwest of a 1/2" iron rebar with a "McAngus" cap found at a distance of 1884.18 feet, passing 10.88 feet northwest of a 1/2" iron rebar with a "McAngus" cap found at a distance of 2183.01 feet, and continuing a total distance of 2682.38 feet (record – South 32°22'52 West, 2681.12 feet) to the POINT OF BEGINNING.

This parcel contains 67.971 acres of land out of the William Hines Survey, Abstract No. 345, in Travis County, Texas. Description prepared from an on-the-ground survey made during August 2015. All bearings are based on grid north of the Texas Sate Plane System Central Zone.

David R Hartman 9/1/2015

David R. Hartman Date
Registered Professional Land Surveyor
State of Texas No. 5264
Firm Registration No. 10001800

Job Number: 356-14-1
Attachments: Survey Drawing L:\13211 Klaus\dwg\37801001.dwg

EXHIBIT "B"

CONCEPT PLAN

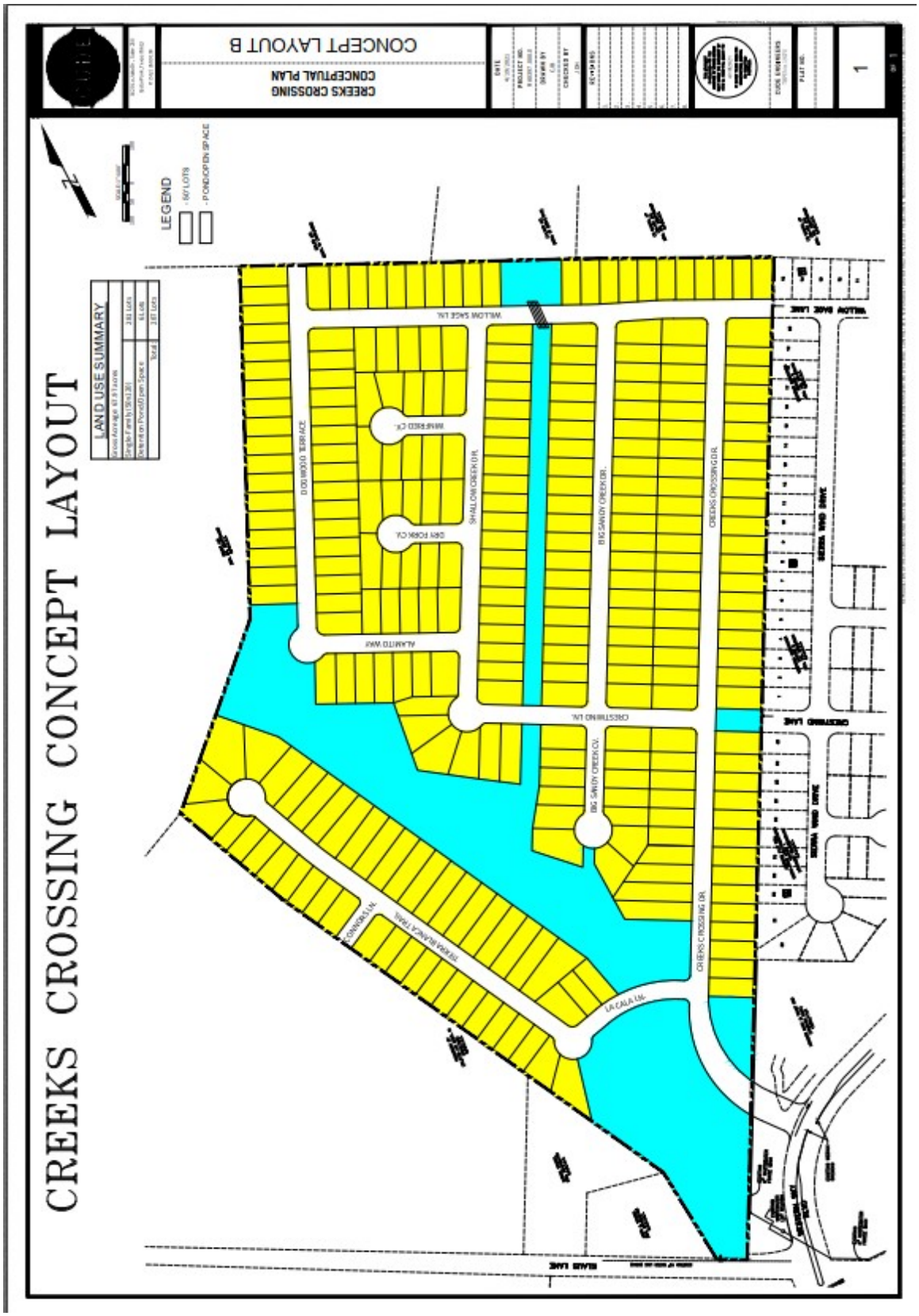


EXHIBIT "C"

DEVELOPMENT PLAN

A. Applicability and Base Zoning

All aspects regarding the development of this Property shall comply with the City of Elgin Code of Ordinances in effect on (THE EFFECTIVE DATE) except as established in this exhibit, titled Exhibit "C" and described in this Agreement.

All development within the Property will comply with the modified development standards of **Exhibit "C"**. In the case that this exhibit does not address a specific City requirement, the Elgin Code of Ordinances shall apply. In the event of a conflict between this exhibit and the Code of Ordinance on (THE EFFECTIVE DATE), this exhibit shall control.

B. Single Family Residential Lot Design Standards

The development of the Property will not exceed 282 single-family residential units. The potential product shall be developed in compliance with **Table B.1**.

In addition to the design standards outlined in **Table B.1**, the following standards shall also apply:

1. Residential lot widths shall be measured from the front setback building line as established below.

2. Building height shall be measured as the vertical distance from the front door threshold to the highest point of the roof.

Table B.1 **Residential Development Standards**	
	FRONT LOAD A
Lot Width Minimum	50 feet
Lot Depth Minimum	110 feet*
Setbacks	
Front (Min.)	15 feet
Rear (Min.)	10 feet
Garage Setback (Min.)	20 feet
Side (Min.)	5 feet (1 or 2 story)
Corner (Min.)	15 feet
Building Height	35 feet
Minimum Lot Area	5,500 square feet
*Excluding cul-de-sacs/knuckles.	

C. Roadway Standards

1. Collector streets shall have a minimum centerline radius of 300 feet (300'); 60-feet wide of right-of-way; and 40 feet face-to-face of pavement.

2. Local streets shall have a minimum centerline radius of 275 feet (275'); 50-feet wide of right-of-way; and 30 feet face-to-face of pavement.

3. Rollover curbs (6 inch) may be used on all roadway types consistent with the Typical Cross Section exhibits within this Agreement, provided no sidewalk may be located any closer than 3-feet behind rollover curbs (the clear zone).

4. The block length requirements per City of Elgin Sec. 36-202 are modified as shown in the Concept Plan and are approved with this Agreement. Approved modifications to the Concept Plan that affect block length will also be permitted per this Agreement.

5. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot and prior to issuance of certificate of occupancy.

6. Sidewalks along roadways in which there is not a residential lot shall be installed during the construction of each subdivision phase and roadway improvements.

D. Drainage and Grading

1. Drainage collection facilities dedicated to the public and within proposed right-of-way will be designed to City Codes. Drainage facilities on private lots or private drainage easements will be owned and maintained privately by lot owners and may be constructed with a mix of open channel and underground storm sewers. Design criteria may be based on the Construction Standards, Atlas 14 rainfall intensities, Rational Method, TR-55, HEC HMS, and engineering recommendations provided by the design engineer for private drainage facilities, and per City Code for all public drainage facilities.

2. All cut and fill land balancing shall be limited to a maximum of twelve feet (12'), except when filling of the existing stock tanks.

E. Signage

The control and placement of all signs is especially important to the aesthetic harmony of the Project. A critical component of a cohesive community is the sense of place and identity.

A Master Sign Plan has been prepared as a component of this Agreement. **Exhibit "E"** identifies the sign types, quantities and locations of signs that may be constructed within the Project. Approval of these development standards is intended to permit the number and locations for the community signs as indicated and allow a consistent signage package within the community.

Approval of the development standards shall permit signage at the indicated locations on **Exhibit "E"** but shall not be interpreted as approval of a sign permit. Each proposed sign within these development standards must be submitted to the inspection department for review and permit.

The Master Sign Plan shall include the following type of signs. The sign face area, sizes and quantities of signs shall be governed by the standards identified on **Exhibit "E"** and **Exhibit "E-1"**. The graphics included in **Exhibit "E-1"** do not depict actual sign form, but rather the scale and massing that may be constructed.

Sign face area shall be defined as the area included within the smallest rectangle that can encompass the sign letters. The sign face area does not apply to logos, which will be

considered a design feature separate from the sign face area.

1. Primary Community Entry Signs

Primary community entry signs (total not to exceed two (2)) may be located at each entrance into the Project.

2. Special Signs

The Directional/Lifestyle Signs category includes a series of signs (total not to exceed five (5)) used to create a strong sense of place and guide people within the Project.

F. Sign Lighting

All signs constructed within the Project may be illuminated in order to increase visibility and/or enhance the aesthetics of the sign design. Sign lighting shall adhere to the following standards:

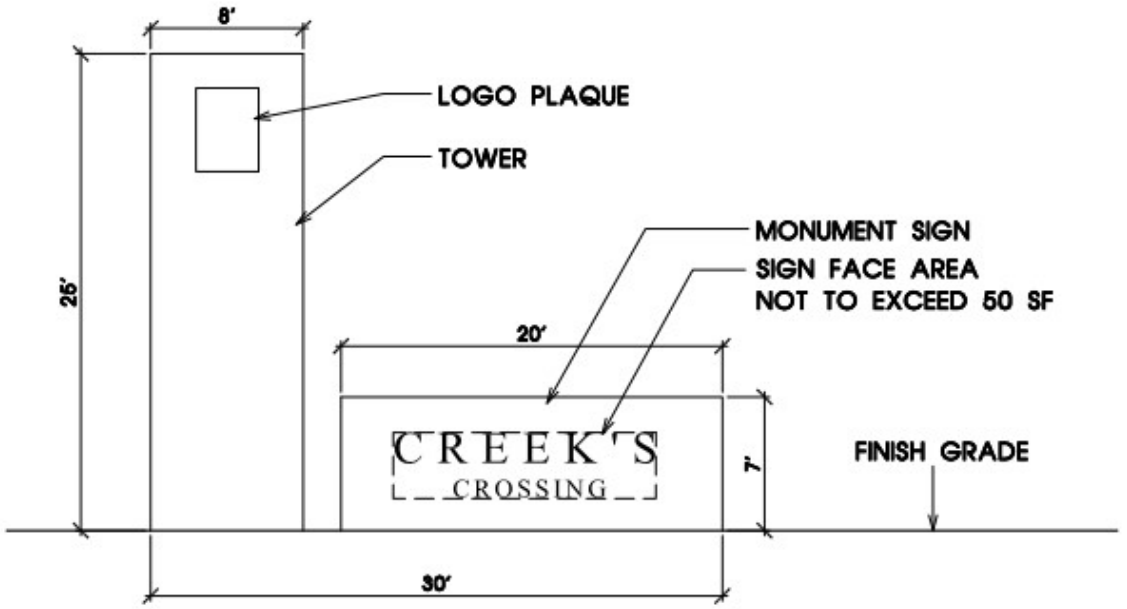
1. Illumination shall be shielded so there is no glass in the public right-of-way and adjacent properties.
2. Illumination may include lighted cabinet, halo lighting, wall wash up lighting, landscape upward-pointed lighting, and under cap lighting.
3. Illumination may be white or colored.
4. Illumination must be steady. Flashing, moving, and intermittent lights are prohibited.

EXHIBIT "D"

PUBLIC OPEN SPACE PLAN

EXHIBIT "E"

MASTER SIGN PLAN



PRIMARY RESIDENTIAL ENTRY

SCALE: 1/8" = 1'

Exhibit A-1
Community Signs

Scale: 1/8" = 1'
Date: April 08, 2021

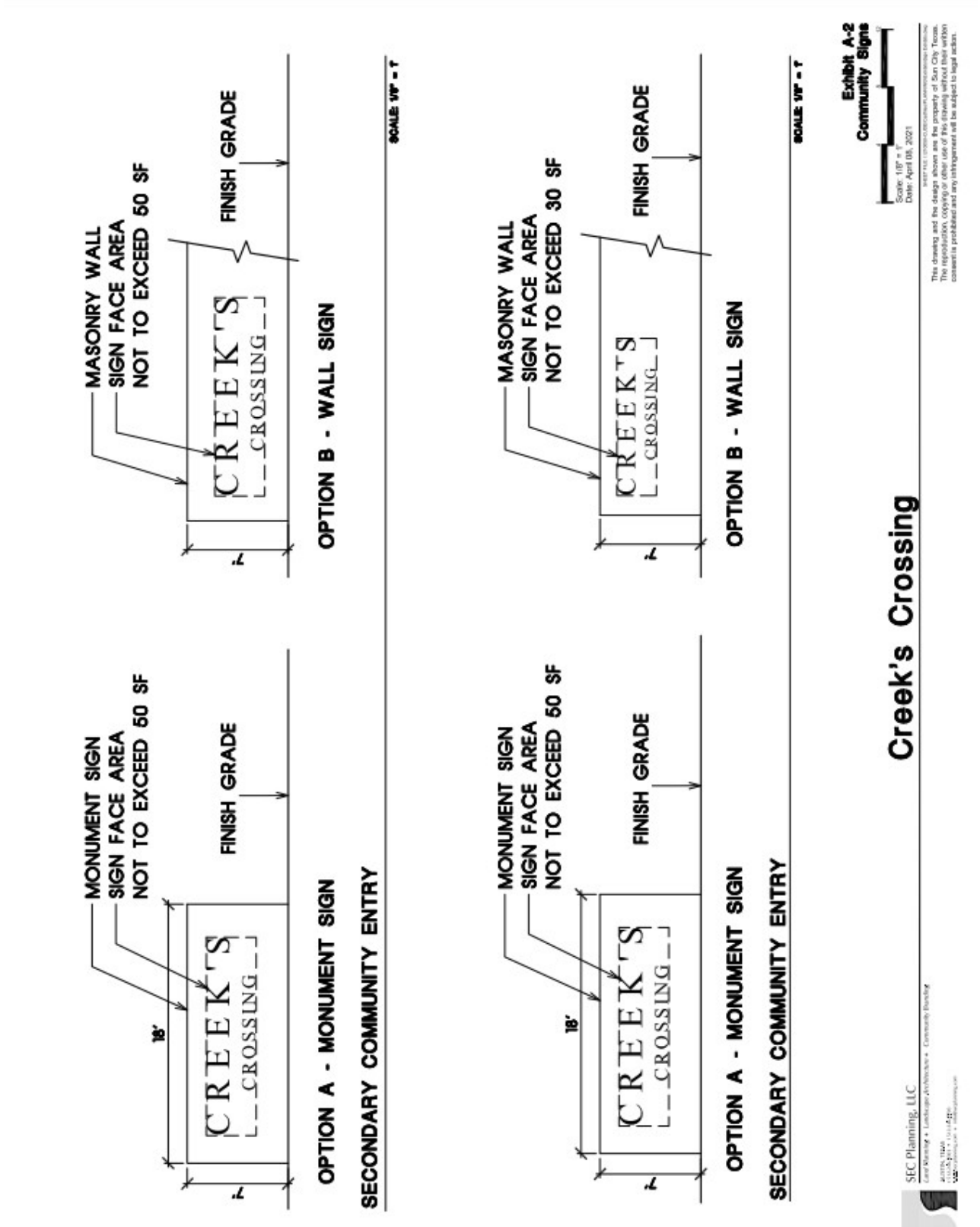
Creek's Crossing

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding

This drawing and the design shown are the property of Sun City Texas. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

EXHIBIT "E-1"

COMMUNITY SIGNAGE



Development Services Department

STAFF REPORT

Nanas House PDD Workshop Staff Report

Date: July 16, 2021

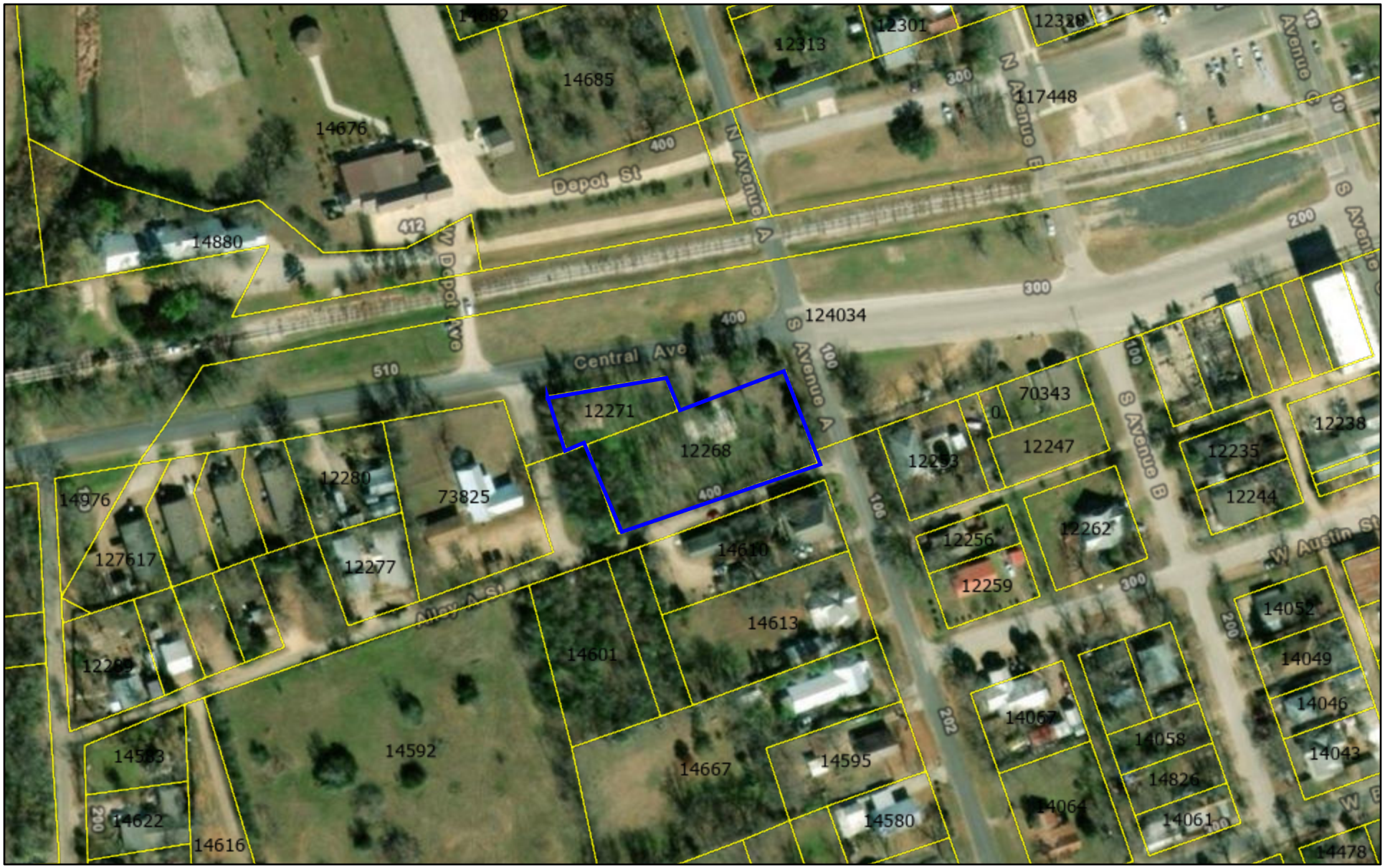
WORKSHOP SUMMARY

This is a workshop of upcoming items that have requested a PDD rezoning. Eventually these items will come before you for a recommendation for rezoning. However, the purpose of this meeting is to allow the Commission to review what has been submitted so far, discuss, and offer input on this proposed item. Please be aware City Staff has removed some of the pages to shorten the packet size, however the actual application, PDD text, and Concept Plans (when originally provided by the applicants) have been retained for this meeting. Staff has also provided an aerial and zoning map to assist with the overall development pattern of the area. The lot inside the blue outlines on these maps is the proposed project.

NANA'S HOUSE PDD

This is a project where the applicant has been working with Staff for a few years to construct a nursing home at the property. The proposal is seeking to rezone to a PDD to allow for a 7,990 sq. ft. senior living facility. There are several issues that need to be worked out with the City such as acquisition of ROW for the property. The PDD text, which is how it will be developed, and the concept plan, a visual representation of how it will be developed, has been included for review.

ArcGIS Web Map



7/16/2021, 1:35:29 PM

Bastrop Parcels Jan 2021

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin,

Web AppBuilder for ArcGIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap

ArcGIS Web Map

7/16/2021, 1:36:41 PM

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0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Zoning

- A - Multiple Family Residential District
- C2 - General Commercial District
- I - General Industrial District
- R2 - Single Family & Garage Apartment District
- R3 - Single Family/Two Family/Industrialized Housing District

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin,

Web AppBuilder for ArcGIS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap

Created: 1-8-2020

PDD REZONING APPLICATION

Date: _____ **New** X **Modification** ____

Modification of _____

SITE INFORMATION

Project Address: 104 S Avenue A

Parcel Identification Number (if no address): R12268

APPLICANT

Name: DLJ Holdings LLC

Postal Address: 162 Forest Drive
Elgin, TX 78621

E-Mail Address: luannmj59@yahoo.com; **Phone Number:** 512-965-0408

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

James R. McCann, P.E.	James R. McCann	06/04/2021
Signature	**Printed Name**	**Date**

Project Description:

Construction of an 7,990 sf senior living facility with associated parking, sidewalks, detention pond and utilities.

The project will consist of 14 bedrooms and common living spaces.

310 North Main Street
P.O. Box 591
Elgin, Texas, 78621
(512) 281-0119
www.elgintx.com

AGREEMENT AND DEVELOPMENT PLAN

Nana's House

[*NAME OF DEVELOPMENT*]

PLANNED DEVELOPMENT DISTRICT (PDD)

THE STATE OF TEXAS §
COUNTY OF Bastrop §

THIS AGREEMENT AND DEVELOPMENT PLAN (this "Agreement") is made and entered by and between the CITY OF ELGIN, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and DLJ HOLDINGS, LLC , its successors and assigns, (hereafter referred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

WHEREAS, the Owner is the owner of certain real property consisting of 1.039 acres, as more particularly described in **Exhibit "A-** C **"**, (herein after referred to as the "Property") attached hereto and made a part hereof.

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Development District (the "PDD"), and those portions of the Property currently lie within City Limits.

WHEREAS, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, City of Elgin, Texas, the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PDD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on _____, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PDD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

I.

GENERAL PROVISIONS

1.CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan included in Section II herein the "Plan."

2.ANNEXATION

[*This area should contain a statement about if and when the property is annexed into the Elgin City Limits.*]

3. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed.

4.ZONING VIOLATION

The Owner, his successors and assigns understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Elgin, Texas, as amended. This Plan will be filed in the Official Records of Bastrop County, thereby placing future purchasers of the property on notice of all of the terms and conditions of this Plan.

5.MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

5.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

5.3 Severability.

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

5.6 Venue.

All obligations of the parties created hereunder are performable in Bastrop County, Texas and venue for any action arising hereunder shall be in Bastrop County.

5.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

5.8 Duplicate Originals.

This Agreement may be executed in duplicate original, each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER	CITY OF ELGIN, TEXAS
DLJ Holdings, LLC 162 Forest Drive Elgin, TX 78621	City of Elgin, Texas P.O. Box 591 Elgin, Texas 78621 Attn: City Manager

5.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

5.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

5.12 Binding Effect.

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

5.13 Sunset Provision

In the event that this Planned Development Plan is not recorded within one (1) years from the date the Planned Development Plan is approved by the City Council, then the Planned Development Plan shall be automatically voided and the zoning shall revert to R-2 Single Family Duplex (the zoning ordinances in effect at the time of approval of this PDD).

II

DEVELOPMENT PLAN ("Plan")

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Elgin, Texas, hereinafter referred to as "the Code"

2. PROPERTY

This Development Plan (hereinafter referred to as "Plan") covers approximately 1.039 acres of land, all of which is located within the city limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto. Exhibits "A1" and "A2", attached hereto, represent two City owned ROW lots to be deeded to the owner for inclusion in the PDD.

3. PURPOSE

The purpose of this Plan is to insure a PDD that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code.

[*Include any variances to the current zoning code in this area. For example variance to impervious cover parking requirements or building height requirements, etc.*]

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. PERMITTED USES

The Property shall be used and developed as shown in **Exhibits"** A-C **"** attached hereto and incorporated herein. **Exhibit "** B **"** depicts the Development Plan for the property, **Exhibit "** C **"** depicts the development standards for the ~~Residential Parcels within the~~ Property. ~~A property owner's association governing the residential and commercial properties will be developed before certificate of occupancy.~~

6. UNDERGROUND UTILITY SERVICE

All utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

7. DRIVEWAY ACCESS TO

~~[*It should be stated in this section if special access is required for the development.*]~~

~~8. PARKLAND DEDICATION [*If applicable*]~~

~~The parkland dedication requirements for the Property shall be met in full by providing the following:~~

~~8.1 Parkland Fee in Lieu of Required [*If applicable*]~~

~~[*This item must be negotiated with Michael Gonzales, Parks Director.*]~~

~~8.2 Trail and Drainage System~~

~~[*Include information if applicable along with exhibits.*]~~

~~8.3 Parkland and Pocket Parks~~

~~[*Include information if applicable.*]~~

~~8.4 Amenity Center~~

~~[*Include information regarding amenity centers if applicable.*]~~

~~9. SIGNS~~

~~9.1 [*Include information regarding proposed primary and secondary signs. Please see Chapter 32 of our Code of Ordinances.*]~~

10. WATER AND WASTEWATER

10.1 Potable water and wastewater will be provided by City of Elgin to the Property Line.

11. ~~WATER QUALITY,~~ DETENTION, AND IMPERVIOUS COVER

11.1 This project will not provide water quality. Detention will be provided to detain the 2, 10, 25, and 100 year storm events based on the NOAA 2014 24 hour Precipitation Values. Impervious cover will be 40% or less.

12. DESIGN OF INGRESS OR EGRESS FOR DRIVEWAYS

12.1 This project ~~will~~ will not provide mutual access agreements on parking lots, driveways and adjoining properties as encouraged on Section 36-514.8 of the Code of Ordinances. This project will not provide connectivity to adjacent properties.

13. STREETS, BLOCKS, LOTS, SIDEWALKS, BUILDING LINES, AND SETBACKS, DRAINAGE AND STORM SEWERS AND OTHER MATTERS

This project complies with the C-2 zone building setback lines.

13.1 [*Include variances to these items here if applicable.*]

14. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

14.1 Minor Changes

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively, if approved in writing, by the City Engineer, the Director of Planning, the Director of Public Works, and the City Attorney.

14.2 Major Changes

All changes not permitted under section 10.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the "Rezoning Owner") to obtain the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it applies to the land of the Rezoning Owner.

~~14.3 Deed Restrictions and Creation of a Home Owner's Association~~

~~The Owner~~ shall create a Condominium Association responsible for, among other things, ~~enforcement~~ of deed restrictions required under this Agreement. The Association shall be created ~~and~~ deed restrictions recorded before commencement of any development on all or any portion of ~~the~~ Property. The deed restrictions shall be submitted to the City for review to determine ~~consistency~~ with this Agreement before recording. The Association shall be duly authorized, under ~~applicable~~ laws, to enforce the deed restrictions against all owners and developers of land within the Property. ~~Any~~

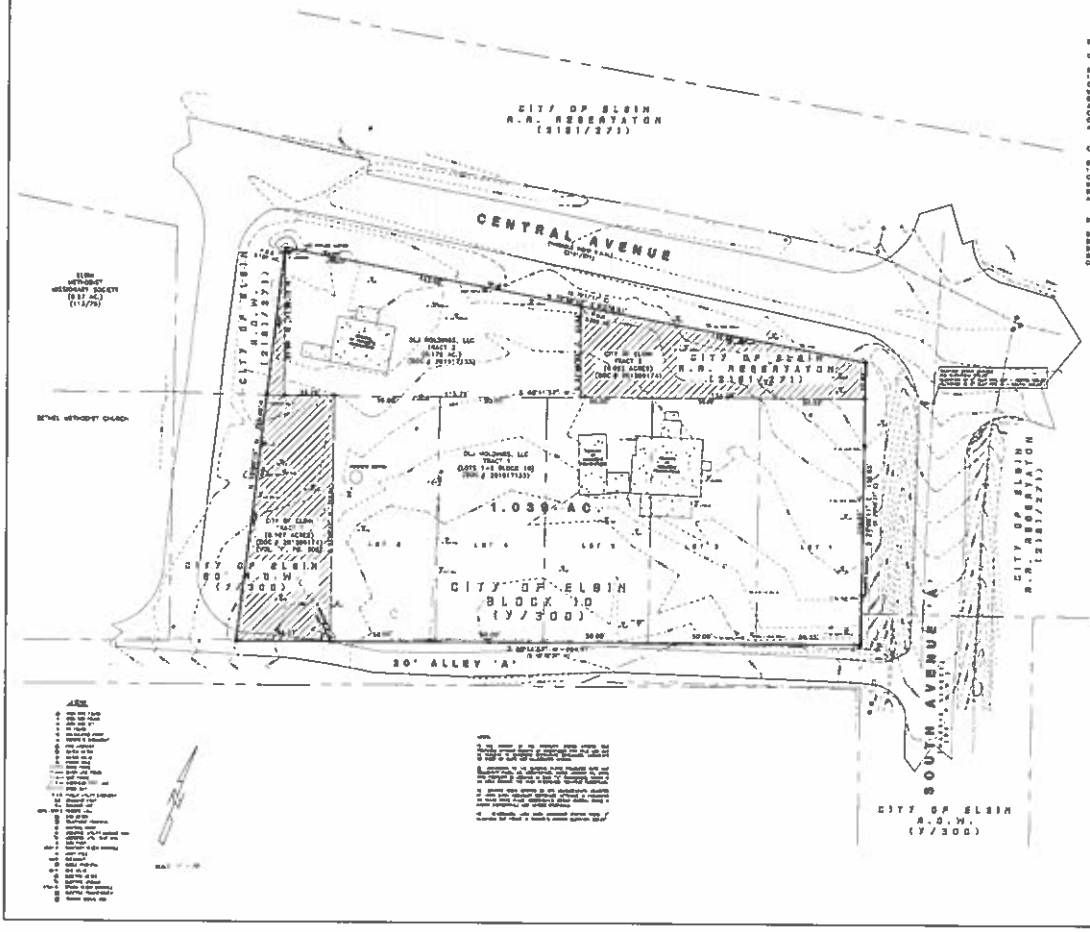
deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of _____ County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern. City shall review any proposed changes for consistency.

EXHIBIT A – "METES AND BOUNDS DESCRIPTION OF THE PROPERTY"

EXHIBIT A1 - "CITY OF ELGIN TRACT 1"

EXHIBIT A2 - "CITY OF ELGIN TRACT 2"

EXHIBIT A



DESCRIPTIONS

CITY OF ELGIN – TRACT ONE

BEING 0.107 ACRES OF LAND SITUATED IN THE J. BURLESON SURVEY, ABSTRACT NO. 18, CITY OF ELGIN, BASTROP COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN CALLED 0.107 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ELGIN BY THE UNION PACIFIC RAILROAD COMPANY, BY DEED DATED JULY 16, 2012 AND RECORDED IN DOCUMENT NO. 2012009174, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF AN 80 FOOT RIGHT-OF-WAY, AS SHOWN BY PLAT OF THE CITY OF ELGIN RECORDED IN VOLUME "Y", PAGE 300, DEED RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED

CITY OF ELGIN – TRACT TWO

BEING 0.002 ACRES OF LAND SITUATED IN THE J. BURLESON SURVEY, ABSTRACT NO. 18, CITY OF ELGIN, BASTROP COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN CALLED 0.107 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ELGIN BY THE UNION PACIFIC RAILROAD COMPANY, BY DEED DATED JULY 16, 2012 AND RECORDED IN DOCUMENT NO. 2012009174, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED

SLJ HOLDINGS, LLC

BEING ALL THAT CERTAIN PROPERTY CONVEYED AS TRACT 1 (LOTS 1, 2, 3, 4 & 5, BLOCK 16, CITY OF ELGIN) AND TRACT 2 (0.179 ACRES) TO SLJ HOLDINGS, LLC BY DEED DATED NOVEMBER 1, 2019 AND RECORDED IN DOCUMENT NO. 2019172133, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AND CONTAINING 0.039 ACRES OR 30339 SQUARE FEET OF LAND.

– TREE TABLE –

TREE #	DESCRIPTION	CANOPY	ELEVATION	DBH SIZE & TYPE

REVISIONS

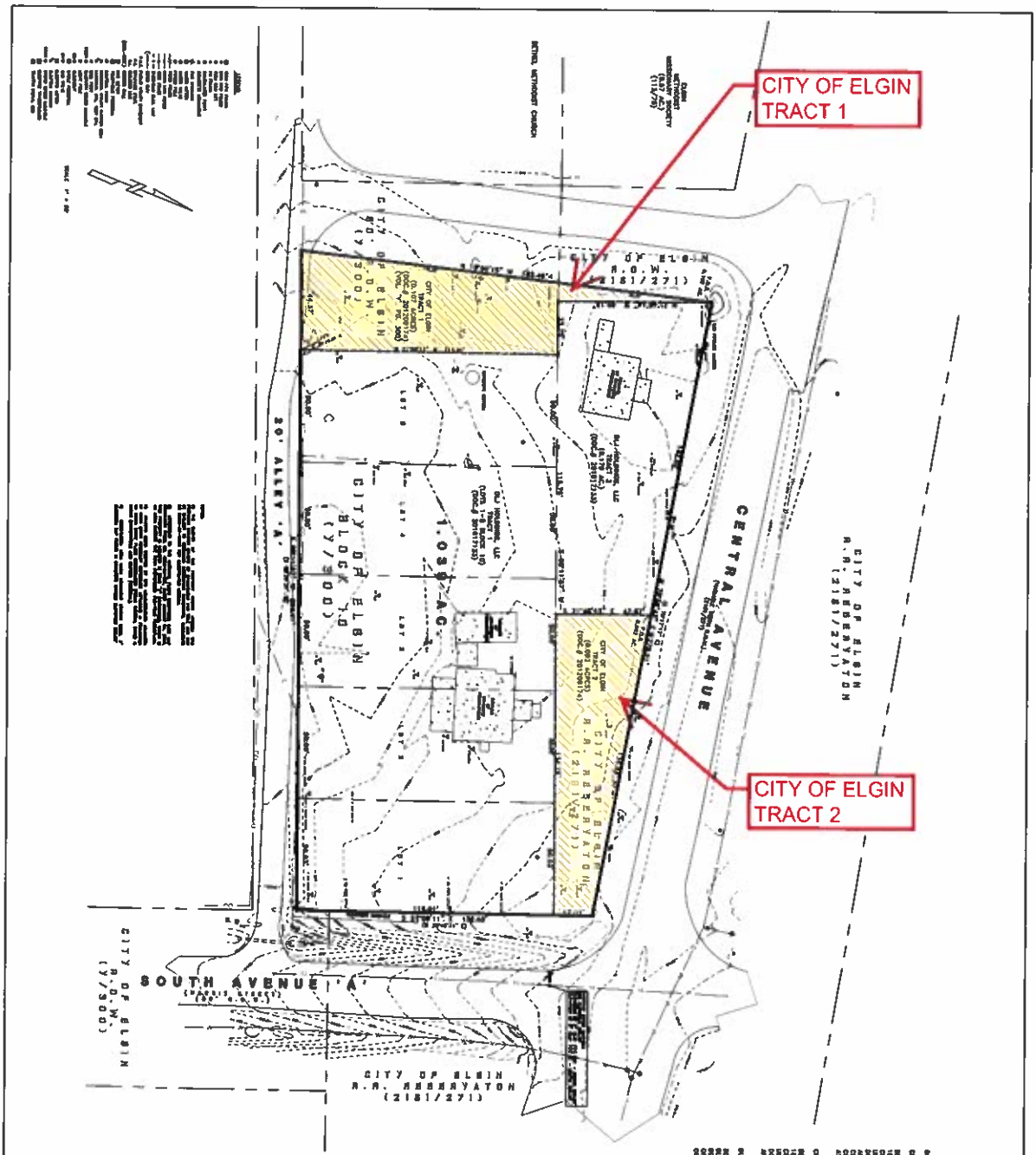
NO.	DESCRIPTION	DATE

ASH & ASSOCIATES

DRAWING INFORMATION

TOPOGRAPHIC BOUNDARY SURVEY & TREE LOCATION
1.039 ACRES OF LAND
LOTS 1-5, BLOCK 16
JONATHAN BURLESON SURVEY, A-18
CITY OF ELGIN
BASTROP COUNTY, TEXAS

DRAWING
ELGIN
SHEET
1
OF
1



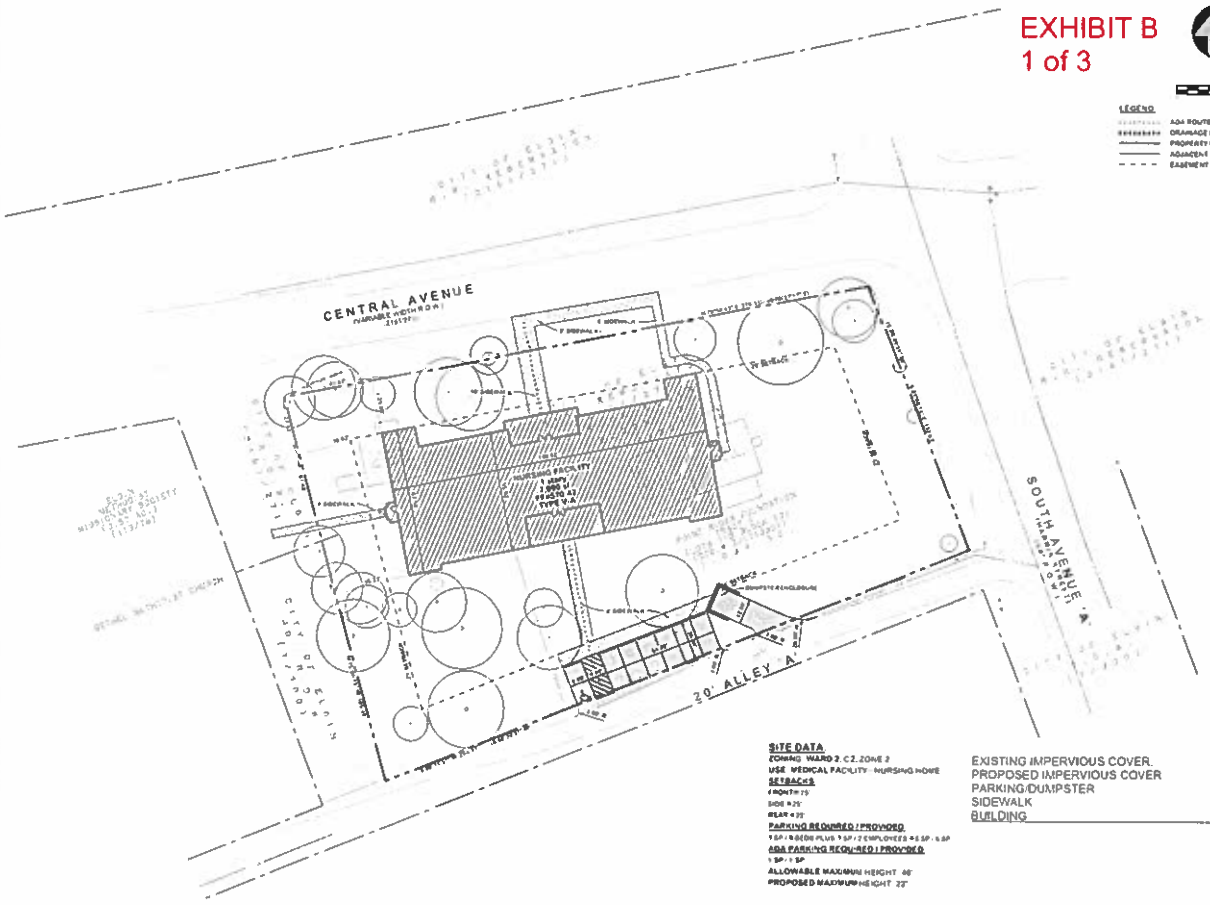
TOPOGRAPHIC BOUNDARY SURVEY & TREE LOCATION
1.039 ACRES OF LAND
#403 CENTRAL AVENUE
JONATHAN BURLESON SURVEY, A-18
CITY OF ELGIN
BASTROP COUNTY, TEXAS

DRAWING INFORMATION

ASH & ASSOCIATES

REVISIONS

EXHIBIT B
1 of 3



SITE DATA
ZONING: WARD 2, C-2, ZONE 2
USE: MEDICAL FACILITY - NURSING HOME
SETBACKS
FRONT: 25'
SIDE: 10'
REAR: 10'
PARKING REQUIRED / PROVIDED
1 SP / BEDS PLUS 1 SP / 2 EMPLOYEES = 45 SP / 45 SP
ADA PARKING REQUIRED / PROVIDED
1 SP / 1 SP
ALLOWABLE MAXIMUM HEIGHT: 40'
PROPOSED MAXIMUM HEIGHT: 23'

EXISTING IMPERVIOUS COVER	2448 SF	5.4%
PROPOSED IMPERVIOUS COVER		
PARKING/DUMPSTER	1813 SF	
SIDEWALK	1465 SF	
BUILDING	8923 SF	
	12201 SF	27.0%

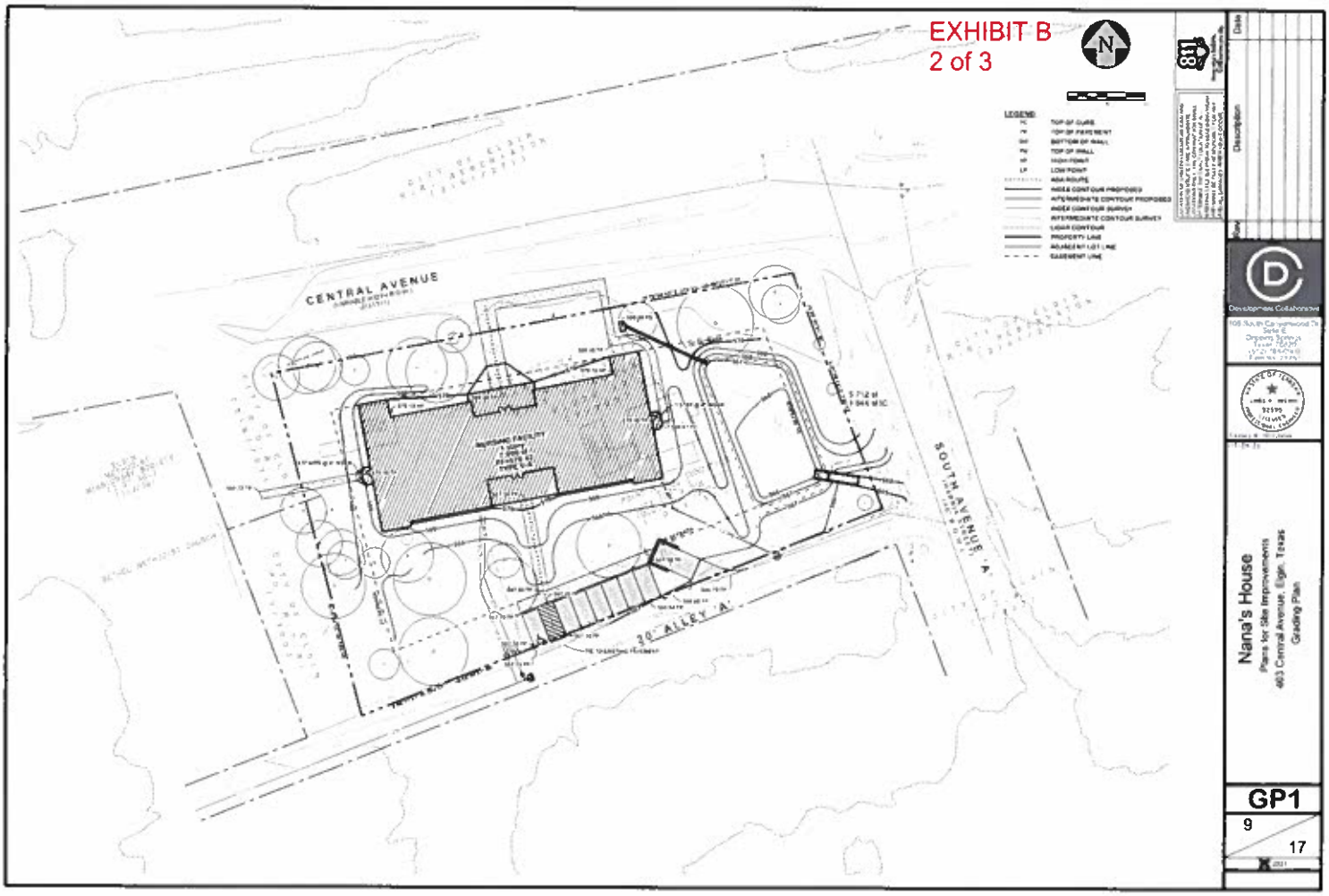
Date
Description

Development Collaborative
106 South Congressional Dr
Suite E
Drawing Scale
1"=20'-0"
0 10' 20' 40'

Nana's House
Plans for Site Improvements
403 Central Avenue Elgin, Texas
Site Plan

SP1
8
17

EXHIBIT B
2 of 3

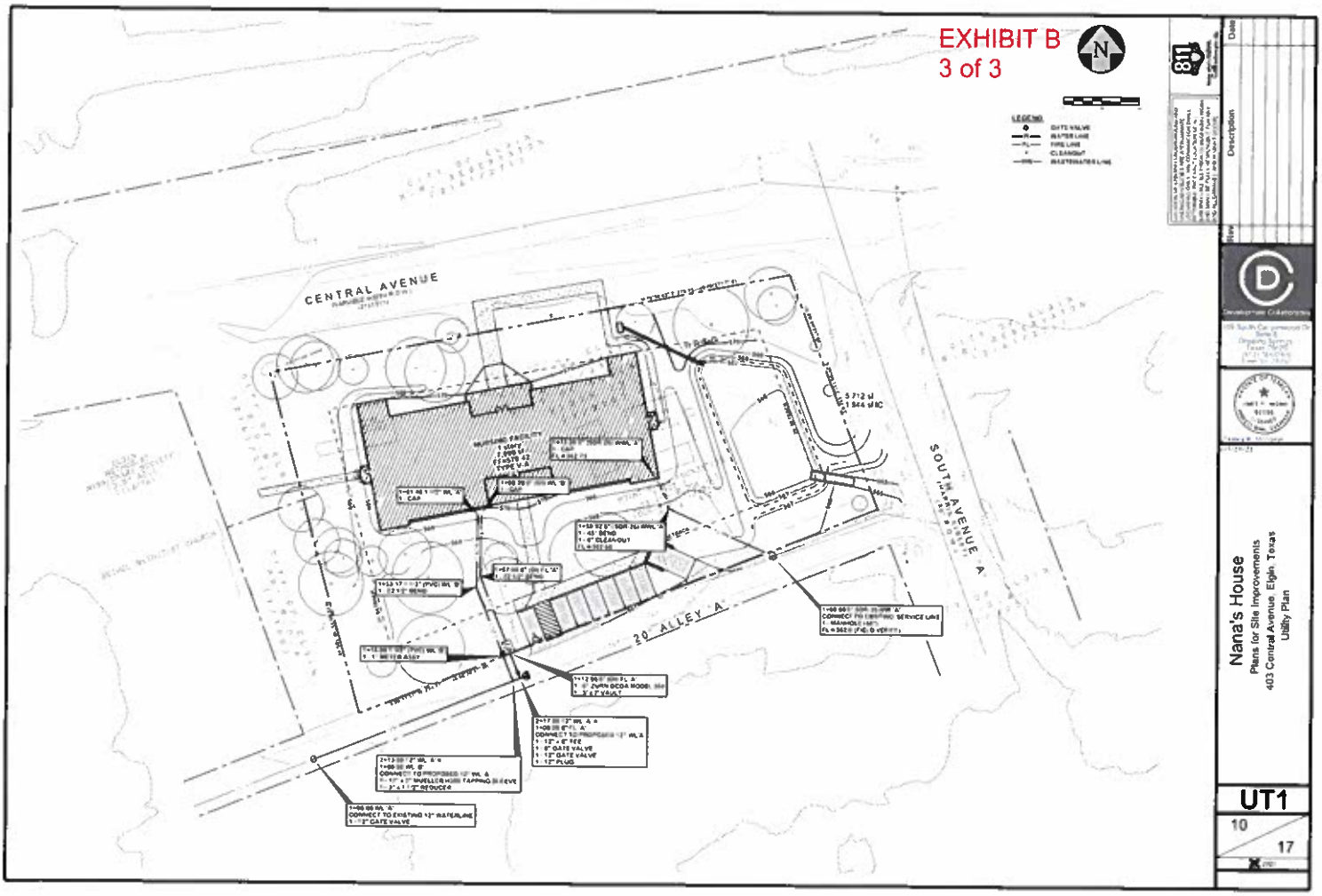


Nana's House
Plans for Site Improvements
403 Central Avenue, Elgin, Texas
Grading Plan

GP1

9
17

EXHIBIT B
3 of 3



Nana's House
Plans for Site Improvements
403 Central Avenue, Elgin, Texas
Utility Plan

UT1

10
17