AGENDA

PLANNING & ZONING COMMISSION

REGULAR MEETING

MONDAY, MAY 23, 2022, 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. March 28, 2022 Minutes

Documents:

MARCH 28, 2022 MINUTES.PDF

4. NEW BUSINESS

4.I. Project #: 202200062: A Preliminary Plat For “Poth Tract North” Located On A Parcel Of Land Known By The Travis County Appraisal District As Parcel 237109, Located North Of U.S. Hwy 290 And Adjacent To The Elm Creek NW Development, For A Total Of 113 Lots On 36.92 Acres Of Land.

A. Staff Presentation

B. Applicant Presentation

C. Open Public Hearing

D. Close Public Hearing

E. Discussion

F. Consideration

Documents:

COMBINED PACKET.PDF

5. WORKSHOP

5.I. Review, Discuss, And Provide Input For Briarwood Development Agreement.

Documents:

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, MARCH 28, 2022

I. CALL TO ORDER – ROLL CALL: 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, Vice-Chair Ronnie Creppon, Scott Mackay, Jason Tatum, Dorothy McCarther, and David Lanford.

COMMISSION ABSENT: None.

STAFF PRESENT: David Harrell, Development Services Director; Melissa Lipiec, Secretary; Derek Klenke, TRC Engineers (3rd Party City Engineers).

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

III. CONSENT AGENDA

1. February 28, 2022, Minutes.

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

IV. NEW BUSINESS

1. Project #: 202101162: A final plat for "Harvest Ridge Phase 2B" located on parcels of land known by the Bastrop County Appraisal District as Parcel R15378, located adjacent to Harvest Ridge Phase 2 and within the Elm Creek Watershed to allow drainage delineation and placement of collector roadway perpendicular within the watershed.
   A. Staff Presentation – David Harrell conducted a power-point presentation of the staff report.

   B. Applicant Presentation – J. Adam Berry of BGE, Inc., applicant, indicated he had no presentation but was there to answer questions.

   C. Open Public Hearing – The public hearing was opened at 6:35 P.M. with no members of the public 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, Applicant, and Staff regarding the floodplain, buffer zone, Federal Emergency Management Agency (FEMA) approval letter, State law regarding approval and denial of plats, notes missing applicable numbers, and items missing on Plat.

   F. Consideration – Jason Tatum made a motion to approve of the item with the conditions that the Conditional Letter of Map Revision (CLOMR) be approved by the City, County, & the Federal Emergency Management Agency (FEMA) before recording of the Plat; add a table for minimum finished floors; correct scriveners' errors on Plat Notes #9 and #13; adjust lot table to add street right-of-way (ROW) acreage and linear feet; add to the

legend block numbers; fill in the document number; correct street name from Street "A" to correct street name; add "hereby dedicated" and add acreage; seconded by David Lanford. The motion was denied by a vote of three (3) for and three (3) against.

Discussion was opened back up amongst Commission members and Staff. Mr. Creppon stated he wasn't inclined to vote for approval because the Plat had issues and wasn't finished. Mr. Lanford asked if this interfered with the shot clock, Staff indicated it must be denied under the law. Staff indicated that given the situation due to the shot clock it would be better to approve it with conditions where the Commission has some control. Mr. Tatum indicated it's frustrating to get something that's not complete, but leeway should be given due to the type of errors. Mr. Mackay & Ms. McCarther were concerned with the large list of conditions. Staff and Commission discussed the CLOMR and TRC approval letter.

A new motion was made by Jason Tatum to approve the item with the conditions that the Conditional Letter of Map Revision (CLOMR) be approved by the City, County, & the Federal Emergency Management Agency (FEMA) before recording of the Plat; add a table for minimum finished floors; correct scriveners' errors on Plat Notes #9 and #13; adjust lot table to add street right-of-way (ROW) acreage and linear feet; add to the legend block numbers; fill in the document number; correct street name from Street "A" to correct street name; add "hereby dedicated" and add acreage; seconded by David Lanford. The motion passed unanimously with a vote of six (6) for and zero (0) against.

V. WORKSHOP

1. Review, discuss, and provide input for PDD modification of Stone Creek Ranch.
   David Harrell indicated this was to allow for an educational use and transfer (water) CCN from Aqua Water Supply Corporation (WSC) to the City. He proceeded to go through the changes to the PDD page by page. The Commission as a whole or individual members didn't express any concerns regarding the proposed PDD modifications.

VI.ANNOUNCEMENTS

Tony Prete indicated he would like to see professionals seal before a Plat is set for meeting and an ordinance that would prohibit single family lots in the floodplain. David Harrell indicated that Comprehensive Plan updates need to be completed in the future and that he would try and add this to the budget.

VII. ADJOURNMENT

The meeting was adjourned by the Chair at 8:10 P.M.

_____
Antonio Prete, Chair

ATTEST:_____
Melissa Lipiec, Secretary

On a motion by _____, seconded by _____ the foregoing instrument was passed and approved on this 23rd day of May 2022.

Development Services Department

STAFF REPORT

Preliminary Plat for Poth Tract North

Date: May 18, 2022

Applicant: Timothy Holland c/o BGE Inc.

Representative: SAME

Hearing Dates: Planning & Zoning Commission – May 23, 2022

Location: Travis Co. Appraisal District Parcel 237109. The general location is west of Elm Creek and on the north side of U.S. Hwy 290 (see attachment 2).

APPLICATION SUMMARY

Consideration of a preliminary plat for Poth Tract North which consists of 106 single family home lots, three (3) open space lots, three (3) commercial lots along U.S. Hwy 290, and one (1) ROW dedication, for a total of 113 lots. This would be a preliminary plat for the entire development.

DEPARTMENT COMMENTS

A PDD rezoning (with concept plan) was approved by the City Council on April 5, 2022. This PDD approved a smaller minimum lot width of forty (40) feet and minimum lot area of 3,700 sq. ft. which is like the neighboring Elm Creek NW which adjoins it to the north and is part of Travis Co. MUD #14. The proposed preliminary plat matches the approved PDD concept plan (see attachments #2 & #3).

STAFF ANALYSIS

Staff has reviewed the Preliminary Plat and it is similar in layout and design of the approved concept plan and meets City Code of Ordinances. Based on the information within the packet, staff believes there are no issues with approving the request.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application.
2. Approved PDD Concept Plan.
3. Proposed Preliminary Plat.
4. TRC Approval Lette

Attachment 1
Application

Revised: 4-13-2020

Elgin TEXAS
perfectly situated...

PRELIMINARY PLAT APPLICATION

Date: 3/21/2022 **New** X **Modification** ____

Modification of _____

SITE INFORMATION

Project Address: US 290

Parcel Identification Number (if no address): 248253

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 Holland	3/21/2022

Project Description:

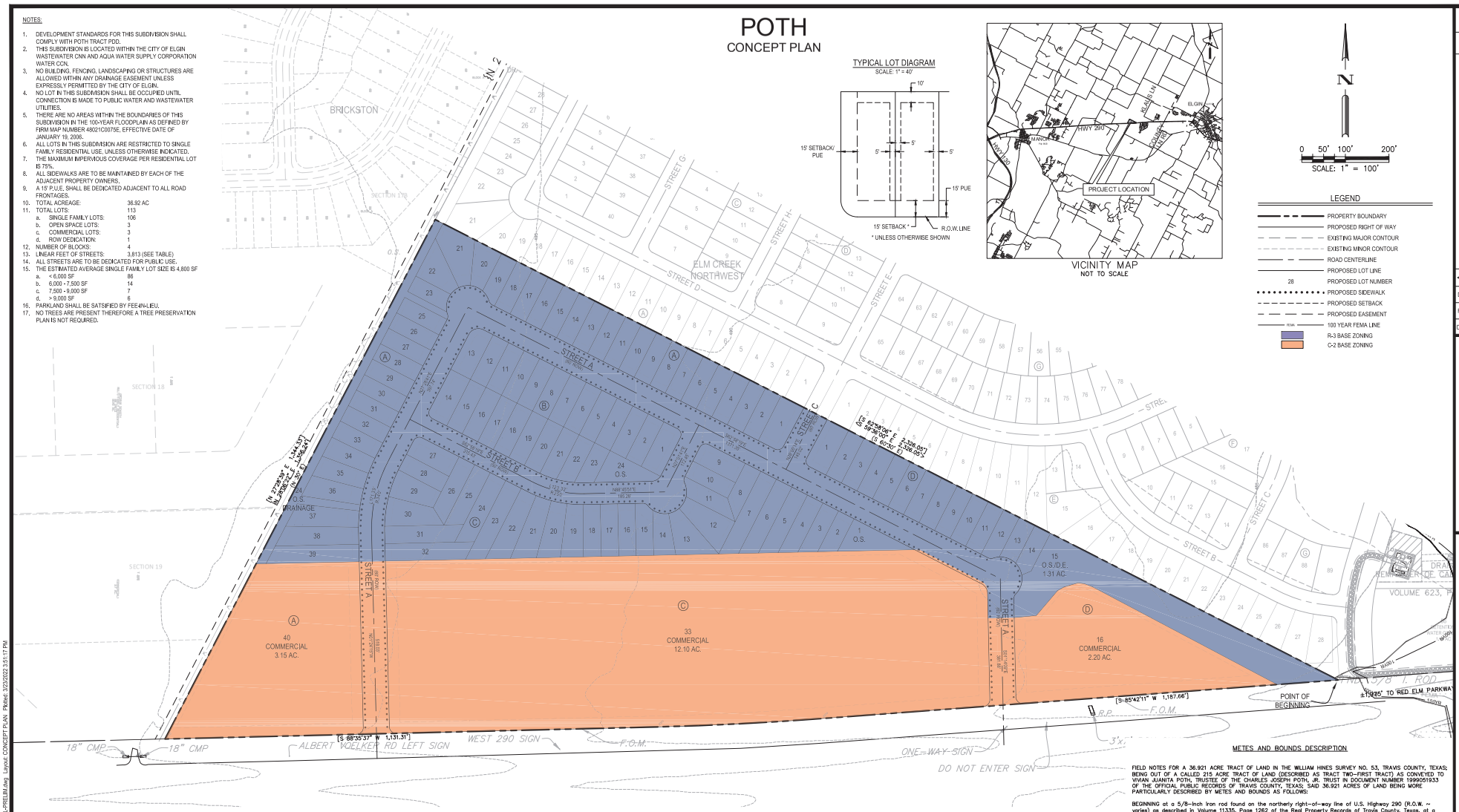
Preliminary plat for 106 single family lots and 3 commercial tracts

Attachment 2
Approved PDD Concept Plan

POTH
CONCEPT PLAN

NOTES:

1. DEVELOPMENT STANDARDS FOR THIS SUBDIVISION SHALL COMPLY WITH POTH TRACT PDD.
2. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN. WASTEWATER CNN AND AQUA WATER SUPPLY CORPORATION WATER CCN.
3. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF ELGIN.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48021C0075E, EFFECTIVE DATE OF JANUARY 19, 2006.
6. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
7. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 75%.
8. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. A 15' P.U.E. SHALL BE DEDICATED ADJACENT TO ALL ROAD FRONTAGES.
10. TOTAL ACREAGE: 38.92 AC
11. TOTAL LOTS: 113
    a. SINGLE FAMILY LOTS: 106
    b. OPEN SPACE LOTS: 3
    c. COMMERCIAL LOTS: 3
    d. ROW DEDICATION: 1
12. NUMBER OF BLOCKS: 4
13. LINEAR FEET OF STREETS: 3,813 (SEE TABLE)
14. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
15. THE ESTIMATED AVERAGE SINGLE FAMILY LOT SIZE IS 4,800 SF
    a. < 6,000 SF 86
    b. 6,000 - 7,500 SF 14
    c. 7,500 - 9,000 SF 7
    d. > 9,000 SF 6
16. PARKLAND SHALL BE SATSIFIED BY FEE-IN-LIEU.
17. NO TREES ARE PRESENT THEREFORE A TREE PRESERVATION PLAN IS NOT REQUIRED.



TYPICAL LOT DIAGRAM
SCALE: 1" = 40'

VICINITY MAP
NOT TO SCALE

N

0 50' 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- ROAD CENTERLINE
- PROPOSED LOT LINE
- 28 PROPOSED LOT NUMBER
- PROPOSED SIDEWALK
- PROPOSED SETBACK
- PROPOSED EASEMENT
- 100 YEAR FEMA LINE
- R-3 BASE ZONING
- C-2 BASE ZONING

OWNER:
LSMA WEST ELM, LLC.
13620 N FM 620,
BUILDING B, SUITE 150
AUSTIN, TX. 78717

ENGINEER:
BGE INC.
1701 DIRECTORS BLVD.
SUITE 1000
AUSTIN, TEXAS 78744
512-879-0400

SURVEYOR:
BGE, INC.
101 WEST LOUIS HENNA BLVD,
SUITE 400
AUSTIN, TX 78728
512-879-0400

WASTEWATER:
ELGIN UTILITY DEPT
310 N MAIN STREET
PO BOX 591
ELGIN, TX 78621
512-281-5724

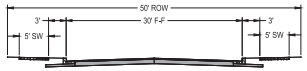
WATER:
AQUA WATER SUPPLY
415 OLD AUSTIN HWY
BASTROP, TX 78602

ELECTRIC SERVICE:
ONCOR ENERGY
350 TEXAS AVENUE
ROUND ROCK, TEXAS 78664
512-244-5670

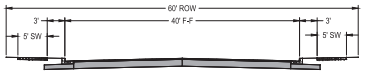
GAS SERVICE:
ATMOS ENERGY
3110 I-35
ROUND ROCK, TEXAS 78681
512-415-8426

TV CABLE SERVICE:
SPECTRUM BUSINESS
205-602-6792

FIRE DEPARTMENT:
BASTROP / TRAVIS COUNTY ESD #1
100 UTLEY ROAD
ELGIN, TX 78621
512-308-0086



LOCAL STREET



COLLECTOR

STREET TABLE

STREET NAME	ROW WIDTH	STREET WIDTH	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGHT
STREET A	65'-2"	40'-2"	30	C&G	COLLECTOR	PUBLIC	2840
STREET B	50'-2"	30'-2"	30	C&G	LOCAL	PUBLIC	797
STREET C	60'-2"	40'-2"	30	C&G	COLLECTOR	PUBLIC	145
						TOTAL LF	3782

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 36.921 ACRE TRACT OF LAND IN THE WILLIAM HINES SURVEY NO. 53, TRAVIS COUNTY, TEXAS; BEING OUT OF A CALLED 215 ACRE TRACT OF LAND (DESCRIBED AS TRACT TWO–FIRST TRACT) AS CONVEYED TO VIVIAN JUANITA POTH, TRUSTEE OF THE CHARLES JOSEPH POTH, JR. TRUST IN DOCUMENT NUMBER 1999051933 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 36.921 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8–inch iron rod found 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 a southerly corner of a called 175.81 acre tract of land conveyed to Centex Land, Ltd. in Volume 13299, Page 2327 of the Real Property Records of Travis County, Texas, for the southeast corner and POINT OF BEGINNING of the herein described tract, from which a 1/2–inch iron rod found on the northerly right–of–way line of said U.S. Highway 290 at the southeast corner of said Centex Land, Ltd. 175.81–acre tract, being the southwest corner of ELM CREEK NORTH PHASE II, a subdivision as recorded in Document Number 202000225 of the Official Public Records of Travis County, Texas, bears N 85°43'41" E a distance of 838.20 feet;

THENCE, with the northerly right–of–way line of said U.S. Highway 290, S 85°43'41" W, a distance of 1,187.66 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the beginning of a curve to the right;

THENCE, continuing with the northerly right–of–way line of said U.S. Highway 290, along said curve to the right, an arc length of 377.38 feet, having a radius of 7,480.44 feet, a central angle of 2°53'26" and chord which bears S 87°04'43" W a distance of 377.34 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for corner;

THENCE, continuing with the northerly right–of–way line of said U.S. Highway 290, S 88°35'44" W, a distance of 1,131.31 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the southeast corner of a called 195.5–acre tract of land conveyed to Texas Bridle Trails, LLC in Document Number 2019016079 of the Official Public Records of Travis County, Texas, for the southwest corner of the herein described tract, from which a broken TxDOT Type 1 monument found bears S 88°35'45" W, a distance of 3,151.35 feet;

THENCE, departing the northerly right–of–way line of said U.S. Highway 290 with the common line between said Texas Bridle Trails, LLC 195.5–acre tract and said Poth 215–acre tract, N 27°28'54" E, a distance of 1,344.08 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the most westerly corner of said Centex Land Ltd. 175.81–acre tract, for the north corner of the herein described tract, from which a 1/2–inch iron rod with a cap stamped DOUCET & ASSOCIATES" found at the northeast corner of said Texas Bridle Trails, LLC 195.5–acre tract bears N 27°58'53" E, a distance of 994.45 feet;

THENCE, with the common line between said Centex Land Ltd. 175.81–acre tract and said Poth 215–acre tract, S 62°58'19" E, a distance of 2,326.05 feet to the POINT OF BEGINNING and containing 36.921 acres of land, more or less.

REV	DESCRIPTION	DATE	APR

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TEXAS 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

POTH
ELGIN, TEXAS
CONCEPT PLAN

SUBMITTAL DATE: 02-04-2022

SHEET
1 OF 2

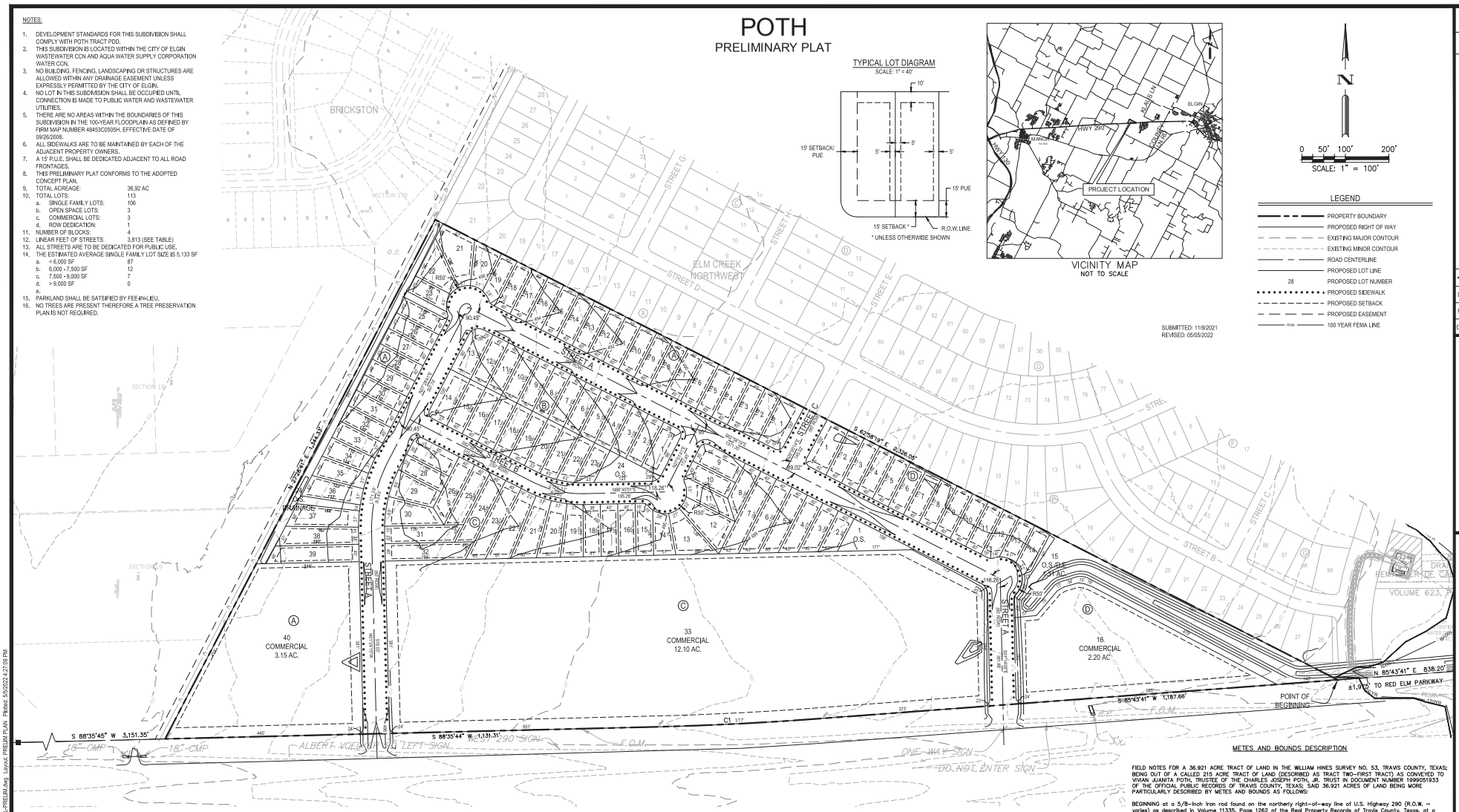
G:\TXCI\Projects\Lennar\08880-00-Poth_Prelim\LDG_CADD\01_Sheets\C-SP-01\VAL-PRELIM.dwg Layout: CONCEPT PLAN Plotted: 3/23/2022 3:51:17 PM

Attachment 3
Proposed Preliminary Plat

POTH
PRELIMINARY PLAT

NOTES:

1. DEVELOPMENT STANDARDS FOR THIS SUBDIVISION SHALL COMPLY WITH POTH TRACT PDD.
2. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN WASTEWATER CCN AND AQUA WATER SUPPLY CORPORATION WATER CCN.
3. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF ELGIN.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48453C0505H, EFFECTIVE DATE OF 09/05/2008.
6. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
7. A 15' P.U.E. SHALL BE DEDICATED ADJACENT TO ALL ROAD FRONTAGES.
8. THIS PRELIMINARY PLAT CONFORMS TO THE ADOPTED CONCEPT PLAN.
9. TOTAL ACREAGE: 36.92 AC
10. TOTAL LOTS: 113
    a. SINGLE FAMILY LOTS: 106
    b. OPEN SPACE LOTS: 3
    c. COMMERCIAL LOTS: 3
    d. ROW DEDICATION: 1
11. NUMBER OF BLOCKS: 4
12. LINEAR FEET OF STREETS: 3,813 (SEE TABLE)
13. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
14. THE ESTIMATED AVERAGE SINGLE FAMILY LOT SIZE IS 5,133 SF
    a. < 6,000 SF 87
    b. 6,000 - 7,500 SF 12
    c. 7,500 - 9,000 SF 7
    d. > 9,000 SF 0
    e.
15. PARKLAND SHALL BE SATSFIED BY FEE-IN-LIEU.
16. NO TREES ARE PRESENT THEREFORE A TREE PRESERVATION PLAN IS NOT REQUIRED.



TYPICAL LOT DIAGRAM
SCALE: 1" = 40'

VICINITY MAP
NOT TO SCALE

N

0 50' 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- ROAD CENTERLINE
- PROPOSED LOT LINE
- 28 PROPOSED LOT NUMBER
- PROPOSED SIDEWALK
- PROPOSED SETBACK
- PROPOSED EASEMENT
- FEMA 100 YEAR FEMA LINE

SUBMITTED: 11/9/2021
REVISED: 05/05/2022

REV	DESCRIPTION	DATE	APR

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 100
AUSTIN, TEXAS 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

POTH
ELGIN, TEXAS
OVERALL PRELIM LAYOUT

SUBMITTAL DATE: 02-04-2022

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
PROFESSIONAL ENGINEER

SHEET
1 OF 2

OWNER:
LSMA WEST ELM, LLC.
13620 N FM 620,
BUILDING B, SUITE 150
AUSTIN, TX. 78717

ENGINEER:
BGE INC.
1701 DIRECTORS BLVD.
SUITE 1000
AUSTIN, TEXAS 78744
512-879-0400

SURVEYOR:
BGE, INC.
101 WEST LOUIS HENNA BLVD,
SUITE 400
AUSTIN, TX 78728
512-879-0400

WASTEWATER:
CITY OF ELGIN
(VIA PASS THROUGH AGREEMENT W/ TRAVIS COUNTY MUD 14)

WATER:
AQUA WATER SUPPLY
415 OLD AUSTIN HWY
BASTROP, TX 78602

ELECTRIC SERVICE:
ONCOR ENERGY
350 TEXAS AVENUE
ROUND ROCK, TEXAS 78664
512-244-5670

GAS SERVICE:
ATMOS ENERGY
3110 I-35
ROUND ROCK, TEXAS 78681
512-415-8426

TV CABLE SERVICE:
SPECTRUM BUSINESS
205-602-6792

FIRE DEPARTMENT:
BASTROP / TRAVIS COUNTY ESD #1
100 UTLEY ROAD
ELGIN, TX 78621
512-308-0086

THIS PRELIMINARY PLAT WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMMISSION ON THE _____ DAY OF _____, 2022.*

CHAIR, PLANNING & ZONING COMMISSION — DATE

SECRETARY, PLANNING & ZONING COMMISSION. — DATE

STREET TABLE

STREET NAME	ROW WIDTH	STREET WIDTH	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGHT
STREET A	65'-2"	40'-2"	30	C&G	COLLECTOR	PUBLIC	2840
STREET B	50'-2"	30'-2"	30	C&G	LOCAL	PUBLIC	797
STREET C	65'-2"	40'-2"	30	C&G	COLLECTOR	PUBLIC	145
						TOTAL LF	3782

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	377.38'	7,480.44'	2°53'26"	S 87°04'43" W	377.34'
	[377.39']	[7,480.44']	[2°53'26"]	[S 87°08'54" W]	[377.35']

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 36.921 ACRE TRACT OF LAND IN THE WILLIAM HINES SURVEY NO. 53, TRAVIS COUNTY, TEXAS; BEING OUT OF A CALLED 215 ACRE TRACT OF LAND (DESCRIBED AS TRACT TWO–FIRST TRACT) AS CONVEYED TO VIVIAN JUANITA POTH, TRUSTEE OF THE CHARLES JOSEPH POTH, JR. TRUST IN DOCUMENT NUMBER 1999051933 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 36.921 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8–inch iron rod found 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 a southerly corner of a called 175.81 acre tract of land conveyed to Centex Land, Ltd. in Volume 13299, Page 2327 of the Real Property Records of Travis County, Texas, for the southeast corner and POINT OF BEGINNING of the herein described tract, from which a 1/2–inch iron rod found on the northerly right–of–way line of said U.S. Highway 290 at the southeast corner of said Centex Land, Ltd. 175.81–acre tract, being the southeast corner of ELM CREEK NORTH PHASE II, a subdivision as recorded in Document Number 202000225 of the Official Public Records of Travis County, Texas, bears N 85°43'41" E a distance of 838.20 feet;

THENCE, with the northerly right–of–way line of said U.S. Highway 290, S 85°43'41" W, a distance of 1,187.66 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the beginning of a curve to the right;

THENCE, continuing with the northerly right–of–way line of said U.S. Highway 290, along said curve to the right, an arc length of 377.38 feet, having a radius of 7,480.44 feet, a central angle of 2°53'26" and chord which bears S 87°04'43" W a distance of 377.34 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for corner;

THENCE, continuing with the northerly right–of–way line of said U.S. Highway 290, S 88°35'44" W, a distance of 1,131.31 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the southeast corner of a called 195.5–acre tract of land conveyed to Texas Bridle Trails, LLC in Document Number 2019016079 of the Official Public Records of Travis County, Texas, for the southwest corner of the herein described tract, from which a broken TxDOT Type 1 monument found bears S 88°35'45" W, a distance of 3,151.35 feet;

THENCE, departing the northerly right–of–way line of said U.S. Highway 290 with the common line between said Texas Bridle Trails, LLC 195.5–acre tract and said Poth 215–acre tract, N 27°28'41" E, a distance of 1,344.08 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the most westerly corner of said Centex Land Ltd. 175.81–acre tract, for the north corner of the herein described tract, from which a 1/2–inch iron rod with a cap stamped DOUCET & ASSOCIATES' found at the northeast corner of said Texas Bridle Trails, LLC 195.5–acre tract bears N 27°58'53" E, a distance of 994.45 feet;

THENCE, with the common line between said Centex Land Ltd. 175.81–acre tract and said Poth 215–acre tract, S 62°58'19" E, a distance of 2,326.05 feet to the POINT OF BEGINNING and containing 36.921 acres of land, more or less.

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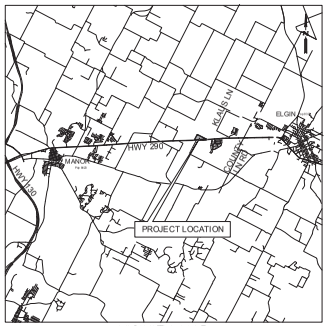
POTH
PRELIMINARY PLAT



VICINITY MAP
NOT TO SCALE

N

0 50' 100' 200'
SCALE: 1" = 100'

LEGEND

	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	ROAD CENTERLINE
	PROPOSED LOT LINE
28	PROPOSED LOT NUMBER
	PROPOSED SIDEWALK
	PROPOSED EASEMENT
W	PROPOSED WATER LINE
WW	PROPOSED WASTEWATER LINE
SS	PROPOSED STORM LINE

BRICKSTON
SECTION 17B
SECTION 18
SECTION 19
ELM CREEK NORTHWEST
STREET G
STREET D
STREET E
STREET C
STREET B
CONNECT TO TRAVIS COUNTY MUD #13 (PASS THROUGH TO CITY OF ELGIN)
LIFT STATION
CONNECT TO EXISTING 24" AQUA WATERLINE
POINT OF BEGINNING
N 85°43'41" E 838.20'
40 COMMERCIAL 3.15 AC.
33 COMMERCIAL 12.10 AC.
18 COMMERCIAL 2.20 AC.
VOLUME 623,
18" CMP
F.C.M.
3'x7' BOX CULVERT

REV	DESCRIPTION	DATE	APR

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TEXAS 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bcengineers.com

POTH
ELGIN, TEXAS
OVERALL UTILITY PLAN

SUBMITTAL DATE: 02-04-2022

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
PROFESSIONAL ENGINEER
04-04-2022

SHEET
2 OF 2

G:\TX\CI\Projects\Lennar\08880-00-Poth_Prelim\LD01_CADD\01_Sitis\C-SR-OVAL-PRELIM.dwg Layout: UTILITY PRELIM PLAN Plotted: 5/5/2022 4:27:22 PM

Attachment 4
TRC Approval Letter

505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

May 17, 2022

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

RE: Poth Tract – Preliminary Plat U2 Review

Dear Mr. Harrell:

TRC has reviewed the following documents listed below submitted on May 13, 2022, by BGE, Inc.:

1. Preliminary Plat dated May 13, 2022.

Our Review finds this document has been prepared in general conformance with the City of Elgin's Code of Ordinances and the Agreement and Development Plan for Poth Tract Planned Development District (PDD).

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 document, and all responsibility for the surveying, engineering design, and submitted document shall remain with the Registered Professional Land Surveyor and Registered Professional Engineer.

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.

Development Services Department

STAFF REPORT

Review, Discuss, and Provide Input

for Briarwood Development & Consent Agreement

Date: May 15, 2022.

WORKSHOP SUMMARY

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. The developer and future Municipal Utility District (MUD) proposes to enter into a development agreement to construct a 772 single-family residential development (with 45' minimum wide lots and minimum lot area of 5,100 sq. ft.), 32.82 acres of parkland and open space, including a playground, three (3) pocket parks, and a lakefront amenities center, 3,600 linear feet of trails, 19.1 acres of mixed use development including commercial, retail, and garden style multifamily/townhomes as shown on Exhibit G.

Developer will provide for the expansion of County Line Rd. by dedicating land between thirty-one (31) feet and thirty-eight (38) feet for a length of 1,680 feet to the City (Exhibit D). It will also pay $1,512,000 ($900 a linear ft) grand total to be paid out for each recorded final plat. Also, they will dedicate land to the City and construct their portion of a new north-south arterial on the westside of the property. This will connect to the Creeks Crossing arterial portion soon to be under construction. This agreement will now allow for a four (4) lane, controlled left turn, arterial to exist between Western Sky Blvd. and FM 1100 and act as a County Line Rd. reliver. A collector road will run from this new north-south arterial to County Line Rd. allowing east-west access through the development and connect both roadways. There will also be a minimal connection from this development to Westwind development as Western Sky Blvd. is extended north.

Developer will also pay $200 per lot, payable at each recorded plat, for a total of $154,400 a school impact fee to assist the EISD. They will also construct a ten (10) foot wide sidewalk between development and Neidig Elementary School. Due to the size of the development this agreement will allow the developer to make minor amendments, via platting, such as minor street alignments, minor lot line changes, designation of land for public or governmental use, lot size changes that do not increase the overall density of the development, increase in unit count by not more than five (5) percent.

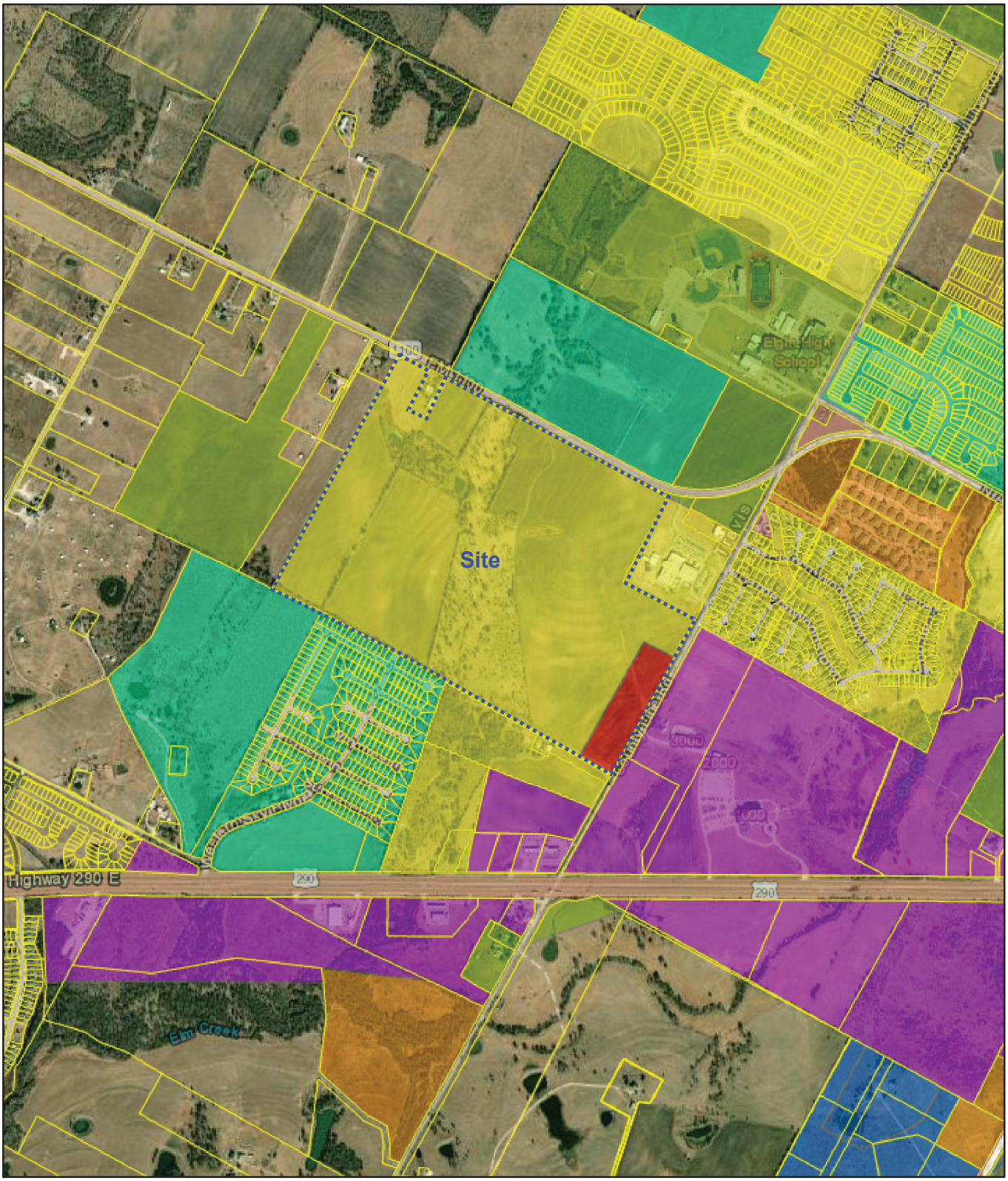
HUD Manufactured Mobile Homes would be allowed on the premises to create the Municipal Utility District (MUD) and could be allowed for the administration of the MUD, Staff has raised some concerns with this proposal. Parkland would be dedicated to the MUD and therefore the public (within and outside the MUD) could use the land. The developer will be dedicating seven (7) parking spaces near the trailheads to encourage public usage. Amenities Center will be dedicated to an established homeowner's association (HOA) and would not be usable by the public living outside the MUD. All drainage facilities in the development would be owned by the MUD with no maintenance cost to the City.

The term of the agreement will commence from the date of approval from Council for twenty (20) years, then automatically renew for fifteen (15) years, then automatically renew for ten (10) years, so long as neither party is in material default and unless before the expiration of the agreement the City gives notice of its intent to not extend this agreement.

The agreement will allow for certain variances from the City Code (see Exhibit F), these variances cover certain signage, life of plans and plats, no tree preservation plan due to agricultural use (Staff has a concern regarding this variance), Walls construction of masonry pillars and wood along the internal collector roadway, angles and curves of roadways, reduction in lot area and lot size, block size enlargement, water buffer standards, no limits on cut or fill, side yard setbacks, and waiving of parkland fees.

Note: Staff removed some portions of the agreement that were just signatory pages, Exhibit A which is the legal description, Exhibit B which is the legal document the MUD would sign, and Exhibit E which is the legal document the City would sign. These were removed as the documents aren't related to the development plan.

Zoning Map



5/15/2022, 1:46:45 PM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Zoning

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

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Web AppBuilder for ArcGIS

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c)

Aerial Map

5/15/2022, 1:48:36 PM

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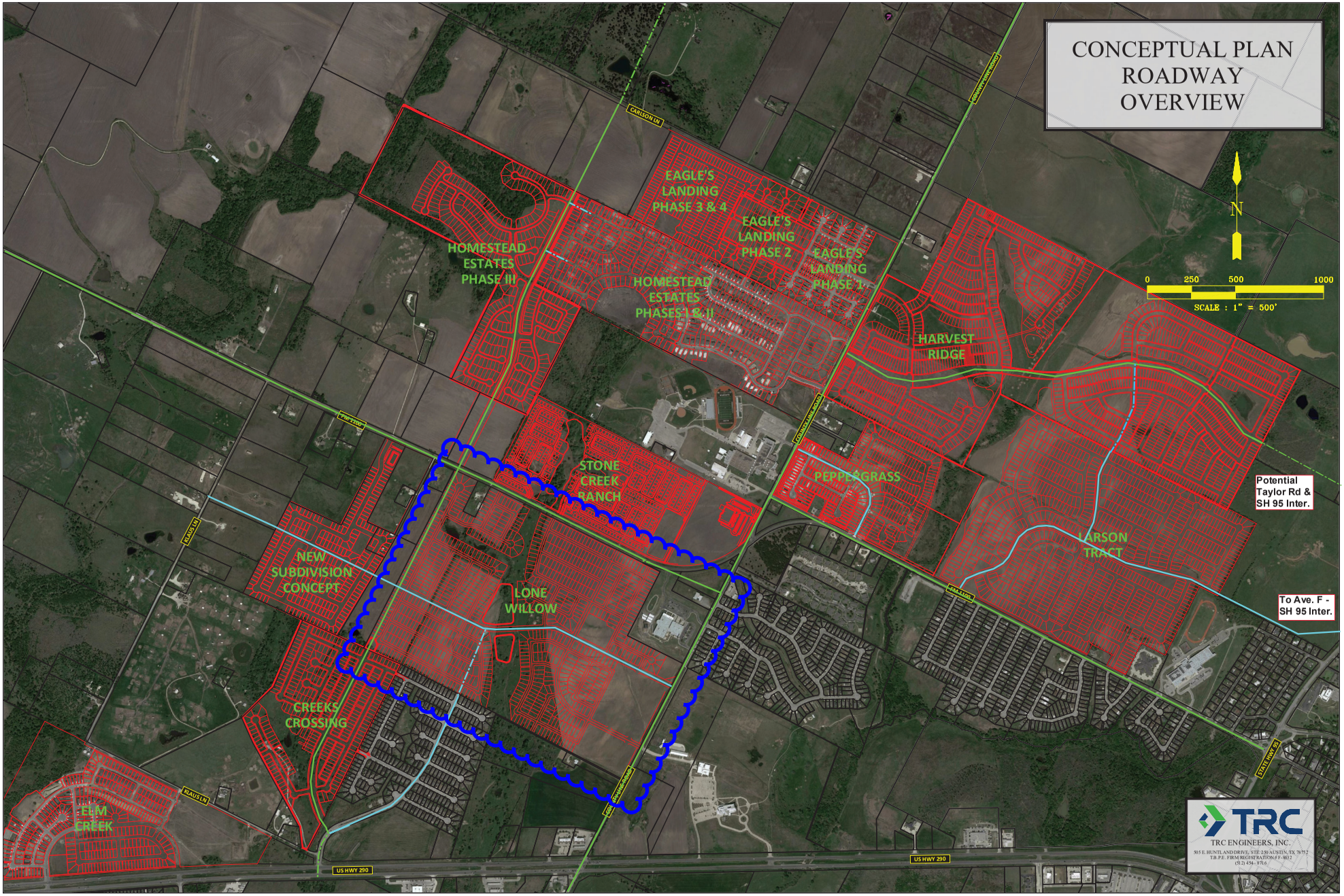
Bastrop Parcels April 2022

Travis Parcels March 2022

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Web AppBuilder for ArcGIS

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c)


CONCEPTUAL PLAN
ROADWAY
OVERVIEW
N
0 250 500 1000
SCALE : 1" = 500'
EAGLE'S LANDING PHASE 3 & 4
EAGLE'S LANDING PHASE 2
EAGLE'S LANDING PHASE 1
HOMESTEAD ESTATES PHASE III
HOMESTEAD ESTATES PHASES I & II
HARVEST RIDGE
STONE CREEK RANCH
PEPPERGRASS
LARSON TRACT
NEW SUBDIVISION CONCEPT
LONE WILLOW
CREEKS CROSSING
ELM CREEK
Potential Taylor Rd & SH 95 Inter.
To Ave. F - SH 95 Inter.
CARLSON LN
FM 2104
FLAUS LN
KLAUS LN
US HWY 290
TRC
TRC ENGINEERS, INC.
503 E. HUNTLAND DRIVE, STE 230 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8012
(512) 454-8716

DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§
	§

This Development and Consent Agreement ("*Agreement*") is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop and Travis Counties, Texas, (the "*City*"), and **ATX Elgin Dev, LLC**, a Texas limited liability (the "*Developer*"). The **Briarwood Municipal Utility District** (the "*District*"), which is a municipal utility district to be created, will join this Agreement as set forth below and after such joinder shall become a party to this Agreement.

INTRODUCTION

Developer currently owns 205.433 acres of land described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof.

Developer intends to develop the land set forth on **Exhibit "A"** (the "*Property*") as a master-planned, residential community that will also include park and recreational facilities. Because the Property, as hereinafter defined, constitutes a significant area that will be developed in phases under a master development plan, Developer and the City wish to enter into this Agreement, which will provide an alternative to the City's typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

Developer and the City intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in **Exhibit "B"**, attached hereto and made a part hereof. The District shall execute such joinder at the time of its organizational meeting.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties' contract as follows.

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in the City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This Consent Agreement between the City, Developer, and, upon joinder, the District.

Applicable Rules: The City's rules, ordinances, and regulations in effect as of the date of

filing of this Agreement, as amended by: (i) any amendments authorized by Chapter 245 of the Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City pursuant to this Agreement or otherwise, including the Development approvals; and (iii) any additional restrictions or regulations agreed to by the Developer in writing.

City: The City of Elgin, Texas, a home-rule city located in Bastrop and Travis Counties, Texas.

City Engineer: The City Engineer of the City.

City Manager: The City Manager of the City.

Commission or TCEQ: The Texas Commission on Environmental Quality or its successor agency.

Concept Plan: The concept plan for the Property shown in **Exhibit "C"**, attached hereto and made a part hereof, and which may be amended from time to time in accordance with this Agreement.

County: Travis County, Texas.

Developer: ATX Elgin, LLC, a Texas limited liability company, or its successors and assigns under this Agreement.

District: Briarwood Municipal Utility District (or such other name as the TCEQ may require), a political subdivision of the State of Texas, to be created over the Property with the consent of the City, provided in this Agreement.

Effective Date: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

Property: Approximately 205.433 acres of undeveloped land described by metes and bounds on **Exhibit "A"**, being located within the City's municipal boundaries.

ARTICLE II
PROJECT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Development Description. Developer proposes to construct a master-planned, multi-phased residential project on the Property (the "*Development*") that is projected to include approximately 772 single-family residential lots, for a total of 1,100 living unit equivalents ("*LUEs*"). The Development will also include: (i) approximately 32.82 acres of parkland and open space, including a playground, three pocket parks, and a lakefront amenity center with a connection to approximately 3,600 linear feet of trails; and (ii) approximately 19.1 acres dedicated to mixed-use development, including commercial and retail improvements and garden-style multifamily/townhomes (given the proximity to Austin Community College), all as initially depicted on the Concept Plan and Conceptual Master Plan.

Section 2.02 Municipal Jurisdiction. The Property is located wholly within the City's

municipal boundaries.

Section 2.03 County Line Road.

(a) County Line Road Expansion. Developer and the City agree that the expansion of approximately 1,680 linear feet of County Line Road, including associated stormsewer, sidewalk and streetlight infrastructure, along and adjacent to the Property, as more particularly described and depicted on **Exhibit "C"** will be required to serve the Development and other properties (the "*Roadway Expansion*"). Developer, on behalf of the District, and the City shall share in the costs associated with the construction of the Roadway Expansion as set forth hereinbelow. The City shall bear the responsibility of the actual design, permitting, and construction of the Roadway Expansion.

(b) Developer's Roadway Payment & Right-of-Way Dedication. Developer, on behalf of the District, will pay the City an amount equal to the product of $900 per linear foot, multiplied by the number of linear feet of the Property along and adjacent to the County Line Road right-of-way, estimated to be approximately $1,512,000 (the "*Roadway Payment*"), which will be applied by the City to pay approximately one-half of the costs of the Roadway Expansion. The City is responsible for all costs of the Roadway Expansion in addition to the Roadway Payment. Further, Developer, on behalf of the District, will dedicate by warranty deed, at no cost to the City, right-of-way required for the Roadway Expansion, estimated to be approximately 1.36 acres along and adjacent to the existing County Line right-of-way (the "*Right-of-Way Dedication*"), as more particularly described in the attached **Exhibit "D"**.

As a condition of the City's approval of each final plat for a portion of the Development, Developer will: (i) make the Right-of-Way Dedication, if not previously made, with respect to the land within such final plat; and (ii) pay to the City a portion of the Roadway Payment calculated by dividing the Roadway Payment by the total number of single-family residential lots within the Development pursuant to the Concept Plan, and multiplying the quotient by the number of single-family residential lot within such final plat (excluding any non-single-family residential lots conveyed to the City); provided, however, that the entire then-remaining portion of the Right-of-Way Dedication shall be paid by Developer in connection with the last final plat of a portion of the Development. By way of example, only, if the amount of the Roadway Payment is $1,512,000, the total number of single-family residential lots within the Development pursuant to the Concept Plan is 772, and final plat being recorded contains 100 single-family lots, then the portion of the Roadway Payment to be paid in connection with the City's approval of such plat would be $195,855 ($1,512,000 / 772 * 100 = $195,855).

Notwithstanding the foregoing, in the event that the City commences construction of the Roadway Expansion prior to Developer's payment, on behalf of the District, of the full amount of the Roadway Payment, then the City may, at its election, from and after the date on which the City expends all portions of the Roadway Payment previously received from Developer, on behalf of the District, to fund one-half of the Roadway Expansion to-date, deliver to Developer one or more payment request(s) identifying the amount of all invoices covering any work performed on the Roadway Expansion through the last day of the previous calendar month, together with copies of such invoices, and the amount of the portion of the Roadway Payment constituting one-half of the amount shown on such invoices (each, a "*Payment Request*"). Developer shall pay the portion of

the Roadway Payment owed pursuant to each Payment Request within thirty (30) days of receipt until the Roadway Payment is paid in full, whereupon no further payments will be owed by Developer, on behalf of the District, to the City with respect to the Roadway Expansion as a condition of the City's approval of final plats for portions of the Development.

(c) Roadway Plans. The Roadway Expansion will be designed by the City Engineer, or such other engineer as is selected by the City, in accordance with applicable rules and regulations. Upon completion of the preliminary plans and specifications for the Roadway Expansion (the "*Roadway Plans*"), the City Engineer will submit a set of the Roadway Plans to Developer for review. Developer may, at its election, provide a written request to the City specifically identifying any requested additions to the Roadway Plans, which may include a deceleration lane into or other improvements serving the Development, within thirty (30) days of receipt. If Developer fails to provide such written request within this thirty (30)-day period, Developer will be deemed to have requested no additions to the Roadway Plans. In the event that Developer does timely request additions to the Roadway Plans as set forth herein, the City agrees to cooperate with Developer to agree on modifications to the Roadway Plans, provided that the City and Developer will enter into a cost sharing agreement pursuant to which Developer will fund all costs incurred by the City in connection with the design, permitting and construction of such additions.

Section 2.04 Development Roads and Thoroughfares. Developer shall design and construct roads and thoroughfares, on behalf of the District, to serve the Development, as depicted on the attached **Exhibit "C"**. Such road improvements shall include (i) an arterial road along the western edge of the Property, in accordance with all City standards for arterial roads, unless otherwise noted in this Agreement, (ii) a collector road from County Line Road to the western edge of the Property in accordance with all City standards for collector roads, and (iii) a connection to Western Sky Boulevard from the Development, utilizing typical collector road width.

In addition to the improvements noted above, Developer agrees that roadway connections to FM 1100 (Stone Creek Development) and County Line Road shall align with existing roadway connections, to the extent feasible. Developer will obtain all driveway permits from the Texas Department of Transportation ("*TXDOT*") relating to road construction on FM 1100 and County Line Road, as required. The Developer shall not be required to construct sidewalks, nor be required to pay Sidewalk-In-Lieu Fees for frontage along FM 1100, as the land that would be dedicated for sidewalk use will be included in the scope of future roadway improvements to FM 1100. The sidewalk requirements along FM 1100 shall be met in full by Developer, at the Developer's expense, by providing and constructing pedestrian access to Elgin Elementary School within the interior of the Project, and also through the fifteen (15) foot right-of-way dedication along the northern property line and FM 1100. Developer, on behalf of the District, agrees to dedicate, by warranty deed, at no cost to the City or the State of Texas, fifteen (15) feet of right-of-way to the City along said northern boundary of the property, adjacent to the existing right-of-way. The Developer shall not be required to construct sidewalks along the arterial road on the western edge of the Property.

Section 2.05 School Donation. Developer agrees to pay to the City the sum of $200 per lot for all 772 single-family residential lots within the Development (a total of $154,400; the "*School Donation*") to be utilized by the Elgin Independent School District (the "ISD") to fund

education and services within the ISD's boundaries. Developer will undertake the portion of the School Donation for each phase of the Development prior to or at the same time as the recording of the final plat for each phase of the Development.

ARTICLE III
WATER AND WASTEWATER SERVICE

3.01 Water and Wastewater Service.

(a) Retail water supply and wastewater collection and treatment services to the Property will be provided by the City. After design and construction of the water distribution and wastewater collection systems to serve the District, the Developer shall convey such systems to the City on behalf of the District and same shall be owned by the City. The City will provide water and wastewater service to customers within the District in the same manner and on the same terms and conditions as the City provides service to other retail customers inside its corporate limits. The parties agree that approximately 1,100 living unit equivalents will be required to serve the Land in accordance with the Concept Plan. The City's standard water and wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable to other areas within the City's corporate limits will be applicable to facilities constructed, connections made, and services provided within the District. The City agrees and commits to provide water and wastewater service sufficient for the full build-out of the District at flow rates and pressures (including residential fire flows) sufficient to meet the minimum requirements of all applicable regulations and agrees to provide written confirmation of the availability of service upon the District's request.

(b) The rates charged by the City may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, this Agreement does not prevent the District or its customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.

(c) If necessary, Developer will provide easements within the area of the District in accordance with applicable City ordinance requirements.

(d) As part of the consideration for Developer's performance under this Agreement, City agrees that, during the first six years of this Agreement, the Impact Fees applicable to the development of the Property will be fixed as follows: $3,790 per LUE for Water Impact Fees and $2,348 for Wastewater Impact Fees. After the first six years, impact fees shall be paid in accordance with the then current fees that have been adopted by the City.

3.02 Construction, Operation and Maintenance. Developer, on behalf of the District, shall construct all on-site and off-site water and wastewater improvements necessary for the delivery of water service and wastewater service to the Property and within the Property, as further described in this Agreement. All construction will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54, Texas Water Code. The City shall be responsible for the operation and maintenance of such improvements subsequent to the acceptance by the City of such on-site and off-site water and wastewater facilities. The City shall require a two-year maintenance bond for all water and wastewater facilities conveyed to the

CITY.

3.03 **Water Certificate of Convenience and Necessity**. Developer will undertake all expenses (or reimburse City for all such expenses) relating to all necessary filings with the Texas Public Utility Commission to expand and extend the City's water certificate of convenience and necessity ("*Water CCN*") over all portions of the Property not already within the City's Water CCN.

3.04 **Oversizing of Water and Wastewater Facilities**. In accordance with Section 3.02, Developer, on behalf of the District, will design, permit and construct the utilities, anticipated to be a minimum of 12" for water and 12" for wastewater, to serve only the Development; provided, however, that the City shall have the right to request that the utilities be oversized to allow the City to serve its customers outside of the District (the "*Oversized Project*"), so long as such oversizing does not negatively impact Developer's construction schedule or interfere with other improvements. In such case, (a) the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District's needs, so as to not interfere with any reimbursements which may be due to the Developer for the construction of District improvements; and (b) the City and Developer will enter into a cost sharing agreement, pursuant to which the City will reimburse the Developer, through either a lump sum payment or the granting of impact fee credits within the Development, for the City's pro rata share of the oversized utilities upon the Developer's completion and City's final acceptance of the utilities. The cost sharing agreement will include a "true up provision" to finalize the City's pro rata share and finalize all amounts due to the Developer upon the completion of the Oversized Project, including any design and engineering costs. Any impact fee credits granted relating to the Oversized Project will be calculated in accordance with the Impact Fees noted in Section 3.01(d). Upon request, the City will provide an accounting of the application of impact fee credits relating to the Oversized Project from time to time. Developer will undertake the payment of Impact Fees in the Development in typical fashion after all impact fee credits have been exhausted.

After a cost sharing agreement has been finalized for any proposed Oversized Project, the Developer, on behalf of the District, will advertise the Oversized Project for sealed competitive bids in compliance with the Texas Local Government Code based on the City Engineer-approved design and plans and specifications. The Developer will provide the City Engineer with: (i) prior written notice of the dates of advertisement for bids and the opening of the bids; and (ii) a copy of the advertisement for bids. The Developer shall, within a reasonable time, evaluate the bids for the Oversized Facilities to determine whether the bids are fair and balanced prior to providing a recommendation of bid award to the City. Any unbalanced or skewed bids, as determined by bid tabulations, may be appropriately corrected or rejected by the City Engineer. The City Engineer will approve the award of the contract to the lowest qualified bidder/contractor, as recommended by the Developer, and will provide notice to proceed with the Oversized Project if the City Engineer determines that the bids for the Project are fair and balanced, after correcting or rejecting any unbalanced or skewed bids.

Utilities to be oversized include a 24" wastewater interceptor to extend north from Creeks Crossing along the arterial to be constructed at the westerly edge of the development. A 12" water connection will also be required at the tie in point to Westwind along Western Skyt Boulevard.

Commented [KD1]: Language added to specify WW interceptor and connectivitiy to Westwind.

The City, if requested by Developer or the District, shall use its powers of eminent domain to assist Developer and/or District in acquiring the land or easement rights necessary for any offsite utilities required.

ARTICLE IV
CONCEPT PLAN

Section 4.01 **Phased Development**. Developer intends to develop the Property in phases. Portions of the Property not under active development may remain in use as income-producing agricultural lands or as open space land.

Section 4.02 **Concept Plan; Exceptions**. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Development is a large project that will be developed over a number of years. As such, the City agrees that Developer may implement the Development with minor changes to the Concept Plan without returning to the City for additional approval.

Section 4.03 **Development Review and Approval; Moratorium**.

(a) City Review of Development. It is the parties' mutual intention that the City will have the sole responsibility for review and approval of all construction plans, development plans, preliminary plans, and subdivision plats within the Property.

(b) Moratorium. The parties acknowledge that the construction and funding of the utility and other improvements contemplated herein represent a significant investment by Developer in the City's infrastructure. In exchange for this investment, the City agrees that any moratorium the City may impose on development or construction, whether it be imposed through the non-issuance of building permits or otherwise, shall not apply to the Property.

Commented [KD2]: Michael Gonzalez: I would think the City could approve in phases, but a guarantee for full build out?

Section 4.04 **Term of Approvals**. Except as provided below, the approval of the Concept Plan set forth in Section 4.02 above will be effective for the term of this Agreement. Such Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during such period of time.

Section 4.05 **Amendments**. Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Property will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in

an increase in the overall density of development of the Property (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval; however, no changes may be made to the Concept Plan that would reduce the amount of land dedicated to parkland use unless approved by the City. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development.

ARTICLE V
CREATION OF DISTRICT; RELATED MATTERS

Section 5.01 **Consent to Creation of District**. The City acknowledges receipt of Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District, including powers from Article III, Section 52 of the Texas Constitution. On the Effective Date, the City has approved the resolution substantially similar to the form attached as **Exhibit "E"** consenting to the inclusion of all of the Property within the proposed District and the creation of the District (the "*Consent Resolution*"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District. No further consent will be required on the part of the City to evidence the City's consent to the creation of the District, but the City agrees to provide a resolution confirming its consent if requested by Developer or the District in connection with Developer's application to the Commission to create the District or any District bond sale.

Section 5.02 **Bonds**. The District may issue bonds or notes for purposes authorized by applicable law, including: (a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, and capacity or contract rights, necessary or appropriate: (i) to provide a water supply for municipal uses, domestic uses, and commercial purposes; (ii) to collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; and (iii) to gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (b) to pay expenses authorized by Section 49.155 of the Texas Water Code; (c) to develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, et seq.) of the Texas Water Code; (d) to purchase committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to Commission rules and regulations; and (e) subject to the approval of the Commission or statutory authorization to do so, to design, acquire, construct, and finance road improvements as provided in Article III, Section 52 of the Texas Constitution and Section 54.234 of the Texas Water Code. The District may also issue bonds for refunding purposes. The District may reimburse Developer for expenditures authorized by Commission rules and regulations and this Agreement.

Section 5.04 **Intent of Parties Related to Allocation Agreement**. Under Section 54.016(f), Texas Water Code, City, as a municipality providing written consent for inclusion of land in a district, may provide for a contract designated as an "allocation agreement", to be entered

into between the City and the District. The parties acknowledge that the provision for an "allocation agreement" under Section 54.016(f) is at City's discretion. City confirms that it is intentionally not providing for an allocation agreement. The parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f).

Section 5.05 **Manufactured Home for District Purposes**. Notwithstanding any other provision of this Agreement or the Applicable Rules to the contrary, HUD-certified manufactured homes may be located on the Property from time to time for the purpose of creating or administering the District, including qualifying persons to serve on the Board or to vote in District elections. Manufactured homes permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial completion; (d) do not otherwise have to comply with the Applicable Rules; (e) do not require any permit or other approval from the City; and (f) will be promptly removed when no longer needed for the creation or administration of the District.

Commented [KD3]: David Harrell:
The biggest concerns are the allowance of HUD Code Manufactured Homes (i.e. mobile homes) as part of the District facilities, historically the City has strengthened Codes to greatly diminish these from the City and their desire to not permit these items. The language indicates they can be used for District Administration, which means they could be there for years.

Commented [KD4R3]: Can we include language to limit the length of time that manufactured homes can be on site? Their use for temporary facilities seems reasonable, but the language is too open-ended with "administration of the District"

Section 5.06 **Director Qualification**. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City. Any portion of the Land dedicated for such use shall not be located in an area designated for use a platted residential lot.

Section 5.07 **Dissolution of District**. The City agrees not to dissolve the District, in whole or in part, until: (1) at least 100% by dollar amount of the total water, wastewater, drainage, roadway, and park and recreational facilities for which the District's bonds have been authorized ("*Requisite Percentage of District Facilities*") have been constructed; and (2) the Developer has been fully reimbursed by the District for the Requisite Percentage of District Facilities in accordance with the rules of the Commission. Upon the dissolution of the District, the City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District.

ARTICLE VI
DEVELOPMENT MATTERS

Section 6.01 **Generally**. Developer will have the right to select the providers of CATV, gas, electric, telephone, and telecommunications, or to provide "bundled" utilities within the Property.

Section 6.02 **Fire Protection Services**. The City and Developer understand and acknowledge that an emergency services district ("*ESD*") exists which includes all of the Property. The District and Developer agree to cooperate with the ESD to provide fire protection services to the Property.

Section 6.03 **Permitted Variances to City Development Requirements**. In order to facilitate the development of the Property, the City agrees to provide variances to certain applicable development requirements set forth by City ordinance. No other action will be required on the part of Developer to obtain such variances or initiate subdivision plat approvals that vary from the

City's development requirements, to the extent any variance is in conformity with **Exhibit "F"**, attached hereto and made a part hereof.

Section 6.04 Floodplain matters; Mitigation. If applicable, Developer shall be responsible for all studies and approvals as required by the Federal Emergency Management Agency ("*FEMA*") and the floodplain administrator for the City and Travis County. This may include but not be limited to a Conditional Letter of Map Revision ("*CLOMR*") and/or Letter of Map Revisions ("*LOMR*") relating to the Development. All mitigation costs relating to elevation adjustments for upstream and downstream land on the Property shall be borne by the Developer.

There is no FEMA Zone A or AE floodplain located within the Property per the FEMA Flood Insurance Rate Map Panel No. 48453C0510H (most recently revised on September 26, 2008). However, an engineered 100-year floodplain has been modeled and shown accordingly on the Concept Plan. Developer agrees to provide fill to all affected lots to remove them entirely from the engineered floodplain.

ARTICLE VII
PARKLAND; PEDESTRIAN ACCESS; DRAINAGE

Section 7.01 Parkland.

(a) Developer agrees that the trails, parkland, and open space shown on the Concept Plan and/or the Park Plan (the "*Parkland Facilities*"), or portions thereof, may be dedicated to the District or another governmental agency. The City agrees that Developer will receive a 100% credit for such dedications against the City's parkland dedication requirements, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required.

(b) Developer agrees to design and construct, on behalf of the District, a greenbelt parkland corridor with trailhead, sidewalks, benches, hiking trails, and additional tree plantings, along with public parking, including seven dedicated parking spots (including one handicapped spot), in close proximity to the trailhead, as depicted and described on the attached **Exhibit "G"** (the "*Park Plan*"). The Developer, District, or HOA, as applicable, shall be required to solicit the consent of the City prior to constructing any additional park facilities that are not included in the Park Plan.

(c) Developer will construct a private pool complex with a resort-style pool, a lap pool, and a recreation center (collectively, the "*Pool Complex*") for use by residents of the District. After construction, Developer will convey ownership of all facilities in the Pool Complex to a homeowners' association ("*HOA*") for operation and maintenance.

Section 7.02 Operation and Maintenance of the Pool Complex and Parkland Facilities. Ownership and maintenance of the Pool Complex shall be the responsibility of the HOA. The HOA will have the right to impose restrictions and enforce proper use of the Pool Complex, 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.

After construction, the Developer shall convey the Parkland Facilities to the District and the Parkland Facilities will be operated and maintained by the District. The Developer shall cause the District to notify the City in writing any time the linear trail system is temporarily limited from public use and describe the conditions warranting such limitation. The Developer and/or District will request a meeting with the City in a timely fashion, if necessary, to review the circumstances warranting the limitation. After conveyance to the District, any substantial modifications or improvements to the Parkland Facilities shall require the consent of the City.

Section 7.03 **Pedestrian Access to Neidig Elementary School**. Developer agrees to construct sidewalk, at least ten (10) feet wide, to provide pedestrian access from the Development to Neidig Elementary school, as depicted on the attached **Exhibit "G"**.

Section 7.04 **Drainage Facilities**. Developer shall construct, on behalf of the District, all drainage facilities, as described on the Concept Plan. Subsequent to construction, Developer will convey all drainage facilities to the District for operation and maintenance.

ARTICLE VIII
AUTHORITY AND VESTING OF RIGHTS

Section 8.01 **Authority**. This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code of the Texas Local Government Code, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend this Agreement to authorize certain land uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning after annexation of the Property. A memorandum of this Agreement may be filed by Developer in the real property records of Travis County.

Section 8.02 **Vesting of Rights.** The Concept Plan submitted by Developer as an exhibit to this Agreement constitutes an application by Developer for the subdivision and development of the Property, and initiates the subdivision and development permit process for the Property. It is the intent of the City and the Developer that these vested development rights include the development of the Property in accordance with the Applicable Rules, as modified by this Agreement. The City acknowledges that Developer has vested authority to develop the Property in accordance with this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code.

ARTICLE IX
TERM, ASSIGNMENT AND REMEDIES

Section 9.01 **Term**. The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years, so long as neither party to this

Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

Section 9.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Developer and, following creation of the District, the District, and may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owners of the portion of the Property affected by the amendment or termination and, following creation of the District, the District containing such portion of the Property. If the District is not created within five (5) years after the Effective Date of this Agreement, then the City shall have the option of terminating this Agreement and retaining any payments previously received by the City.

Section 9.03 Assignment.

(a) This Agreement, and the rights of Developer hereunder, may be assigned by Developer, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for an assignment to any subsidiary, parent company, or other affiliate of Developer.

(b) If Developer assigns its rights and obligations hereunder as to all or a portion of the Property, then the rights and obligations of any assignee and Developer will be severable, and Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Property.

Section 9.04 Remedies.

(a) If the City defaults under this Agreement, Developer may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default ("*Notice*") to the City. If the City fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If Developer defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to Developer. If Developer fails to cure any Monetary Default within 45 days from the

date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City's consent to the creation of the District.

(c) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

Section 9.05 Cooperation.

(a) The City and Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with Developer in connection with any waivers or approvals Developer may desire from Travis County in order to avoid the duplication of facilities or services in connection with the development of the Property.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by confirmed facsimile with a confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY:	City of Elgin Attn: City Manager PO Box 591 Elgin, Texas 78621
With Required Copy to:	Sheets & Crossfield Attn: Charlie Crossfield 309 E. Main Street Elgin, Texas 78664-5264

DEVELOPER:	ATX Elgin, LLC Attn: Mark Janik 101 Parklane Blvd., Suite 102 Sugar Land, Texas 77478
With Required Copy to:	Armbrust & Brown, PLLC Attn: Sean Abbott 100 Congress Avenue, Suite 1300 Austin, Texas 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 10.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 10.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 10.04 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 10.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts,

each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 10.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 10.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

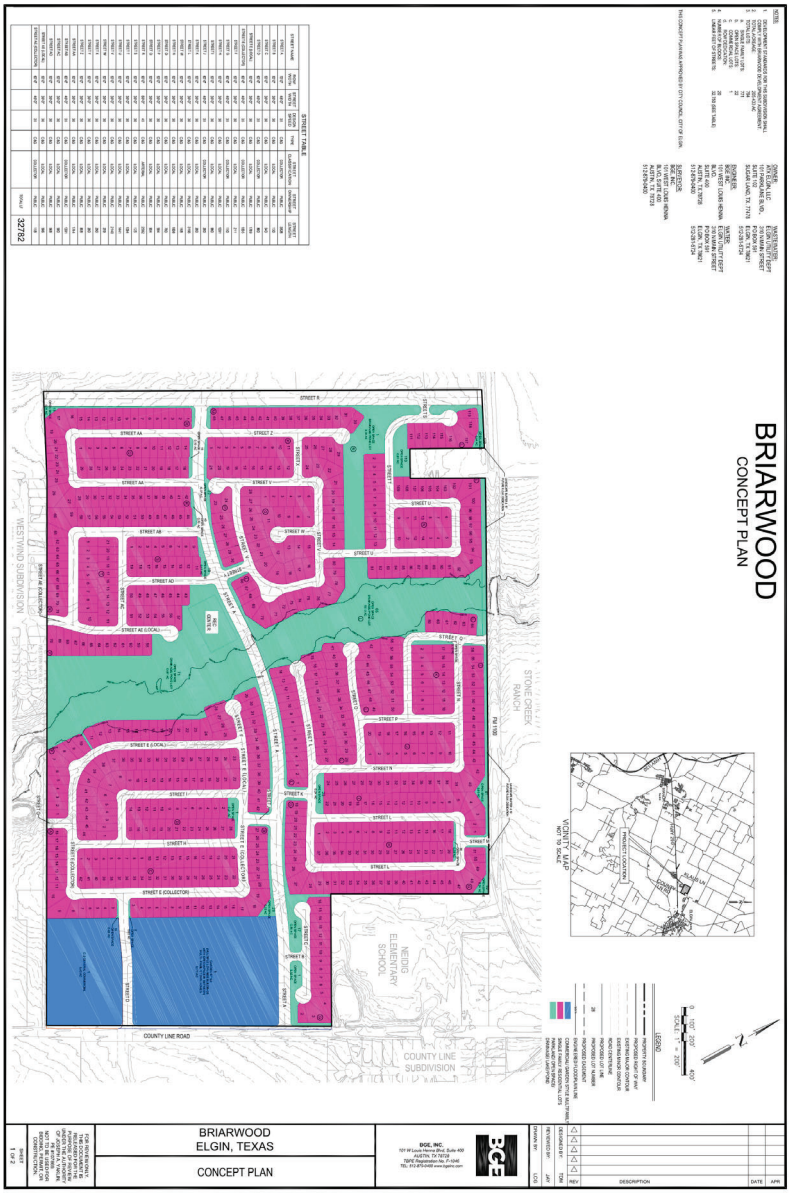
Section 10.08 Force Majeure. If, by reason of force majeure, either party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

Section 10.09 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit "A" -	Description of the Property
Exhibit "B" -	Form of District Joinder
Exhibit "C" -	Concept Plan including Boundary Roads and Arterials
Exhibit "D" -	Right-of-Way Dedication
Exhibit "E" -	Form of Consent Resolution of the City
Exhibit "F" -	Permitted Variances to City Development Requirements
Exhibit "G" -	Conceptual Master Plan; Depiction of Greenbelt Parkland Corridor

EXHIBIT "C"
CONCEPT PLAN



Commented [KD5]: No lots intended for residential use can be in the floodplain.

Commented [KD6]: Ensure that the bufferzone along the tributary meets the standards set forth in the subdivision ordinance. If it is not possible to meet this requirement, a variance request will be required.

Commented [KD7]: Street AE must connect with Street AD and be Collector sized similar to what Street AE connection is within Westwind to meet City Code. Street will be need to be 40' F to F.

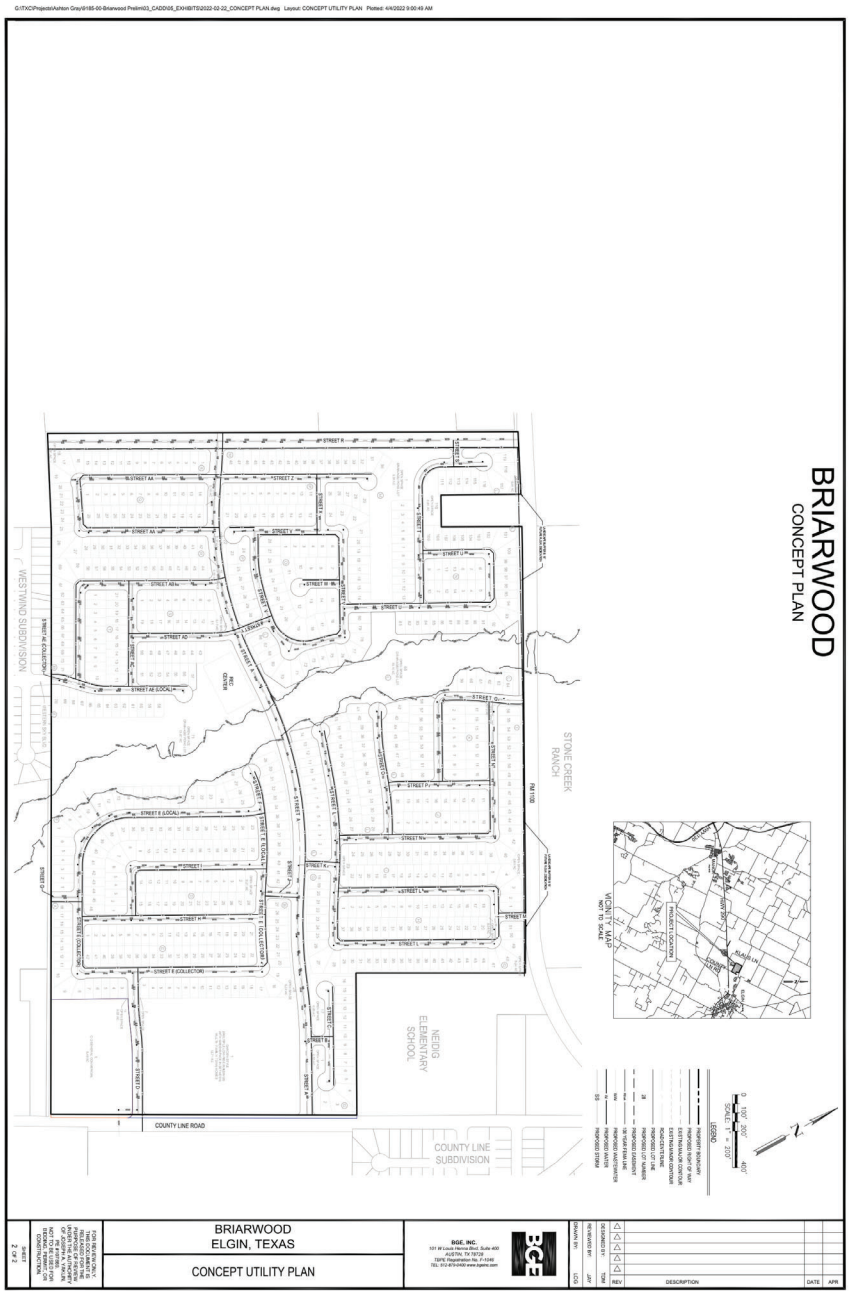

G:\TXC\Projects\Ashton Gray\9185-00-Briarwood Prelim\03_CADD\05_EXHIBITS\2022-02-22_CONCEPT PLAN.dwg Layout: CONCEPT UTILITY PLAN Plotted: 4/4/2022 9:00:49 AM
BRIARWOOD
CONCEPT PLAN
VICINITY MAP
NOT TO SCALE
PROJECT LOCATION
Maple Ln
Hunter Dr
Ashton Gray Dr
0 100' 200' 400'
SCALE 1" = 200'
EGEND
PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
SCHEDULE FUTURE
PROPOSED CURB
PROPOSED LOT LINE
PROPOSED EASEMENT
PROPOSED LOT
OR SAFE AREA LINE
PROPOSED WATER
PROPOSED STORM
STONE CREEK RANCH
FM 1100
NEDING ELEMENTARY SCHOOL
COUNTY LINE SUBDIVISION
WESTWIND SUBDIVISION
COUNTY LINE ROAD
STREET R
STREET AA
STREET Z
STREET Y
STREET U
STREET AB
STREET AD
STREET AE (LOCAL)
STREET AC
STREET V
STREET N
STREET L
STREET E (LOCAL)
STREET E (COLLECTOR)
STREET D
STREET C
STREET B
STREET A
BRIARWOOD
ELGIN, TEXAS
CONCEPT UTILITY PLAN
BGE, INC.
101 W Louis Henna Blvd, Suite 400
Austin, Texas 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com
DESIGNED BY
DRAWN BY
REVISIONS BY
REV
DESCRIPTION
DATE
APR
SHEET
2 OF 2
THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY. IT MAY NOT BE USED FOR BIDDING OR CONSTRUCTION.

EXHIBIT "D"
RIGHT-OF-WAY DEDICATION

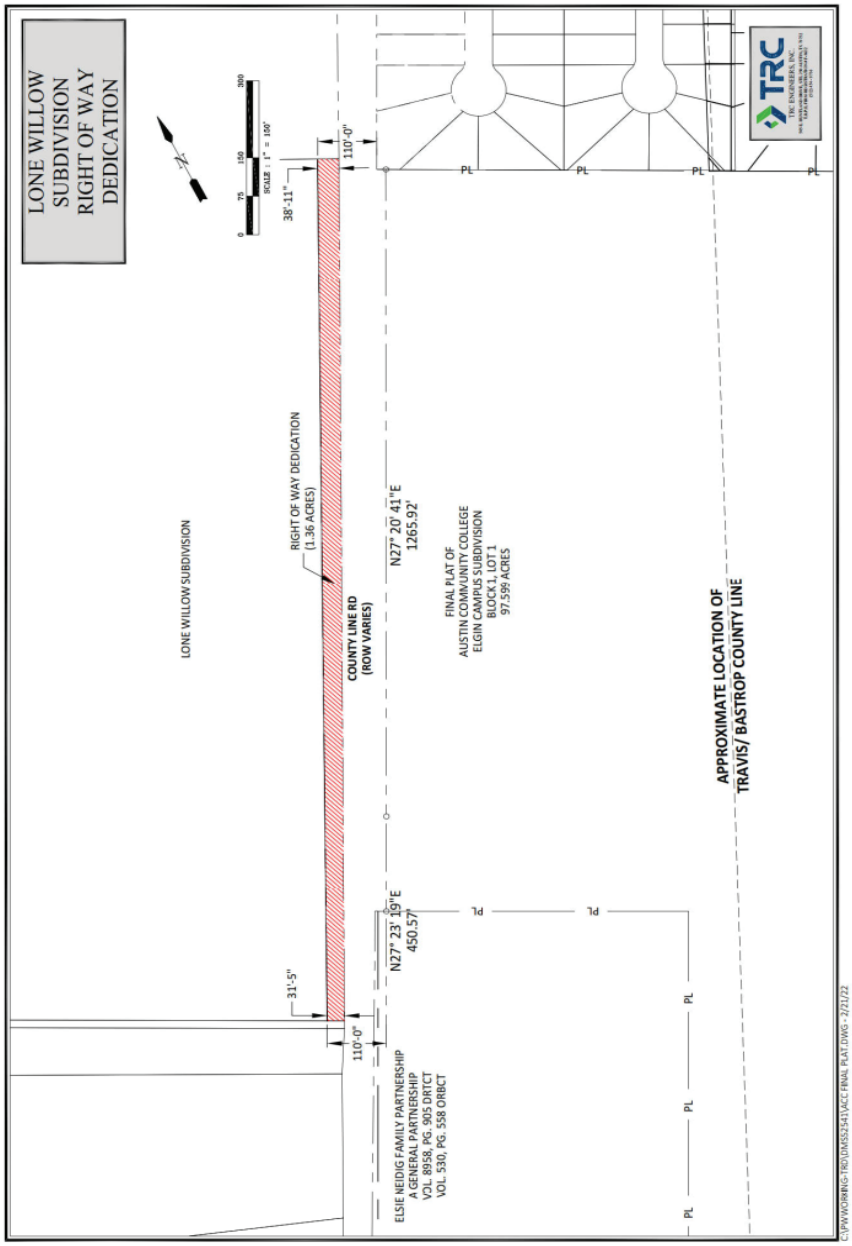


EXHIBIT "F"
PERMITTED VARIANCES TO CITY DEVELOPMENT REQUIREMENTS

For the avoidance of doubt, the City acknowledges and agrees that the Property is located within the City's municipal boundaries and the Development will be subject to the City's Code of Ordinances (together, the "*Applicable Ordinances*").

The City hereby grants the following variances from the Applicable Ordinances:

1. Chapter 32 of the Applicable Ordinances shall not apply to the display of model home, builder lot/home sale, and builder directional signs in the Development. Builders are permitted to provide: model home signs on a temporary basis, within the property lines of said homes; builder lot/home sale signs located within property lines on applicable lots, which may use the words "available" or "sold"; and a maximum of ten (10) builder directional signs, provided such signs will not obstruct views around corners or at intersections.

2. Sec. 36-29(h) – The Concept Plan shall expire upon termination of this Agreement.

3. Sec. 36-30(g) – A preliminary plat shall expire 10 years after the date of approval.

4. Sec. 36-56 – Due to the prior agricultural use of and the lack of trees on the Property, no tree preservation plan shall be required for the Development.

Commented [KD8]: David Harrell:
There are trees on this site where it wasn't agricultural land. Tree preservation plans should be done at time of preliminary plat in areas where infrastructure will go through non-agricultural land.

5. Sec. 36-58—Walls will be constructed as depicted on the attached **Exhibit "G"**. All walls will be six feet in height and constructed utilizing allowable materials, per Subsection 36-58(a)(2). Developer will not be required to construct subdivision walls on the east/west collector road, but will construct stained wood fencing with masonry columns on all back yards of residential lots adjacent to the east/west collector road.

6. Sec. 36-81(3) – Curves are to have a maximum centerline radius of 2,750 feet and a minimum centerline radius of 60 feet for local streets.

7. Sec. 36-82(1) – All streets, secondary or minor, shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°).

8. Sec. 36-170 – All lots platted in subdivisions located within the Development shall be a minimum of 5,100 square feet.

9. Sec. 36-171 – All lots platted in subdivisions located within the Development shall be a minimum of forty five feet (45') in width.

10. Sec. 36-176 – Corner lots shall not be required to be ten feet wider than the average interior lot on the same block.

11. Sec. 36-202(a)(1) and (2) – Residential blocks for through streets shall be no longer than 1,750 feet measured along the center of the block, nor shorter than 275 feet.
.

12. Sec. 36-312(b)(2)(a)—For a minor waterway, the boundaries of the buffer zone are thirty (30) feet from the centerline of the waterway.

13. Sec. 36-313(b) – There shall be no cut or fill limitations for the construction of water quality basins, stormwater detention ponds, streets, driveways, utility infrastructure, floodplain mitigation or recreational/amenity ponds or other water features.

14. Sec. 36-366 – To the extent that the terms and provisions of Sec. 36-366 of the Applicable Ordinances and the terms and provisions of 30 Texas Administrative Code Chapter 217 conflict, the terms and provisions of 30 Texas Administrative Code Chapter 217 shall prevail and apply to the sanitary sewer system designed, permitted and constructed to serve the Development.

15. Sec. 36-370 – To the extent that the terms and provisions of Sec. 36-370 of the Applicable Ordinances and the terms and provisions of this Agreement conflict, the terms and provisions of this Agreement shall prevail and apply to dedication of parkland or payment of fees in lieu thereof for the Development.

16. Sec. 46-303(2)(a)—For dwellings on interior lots there shall be a side yard on each side of the main building of not less than five feet, measured from the slab, for one story dwellings and dwellings of more than one story.

Further, the City agrees that this Agreement, including all exhibits hereto, shall also serve as guidance for review and approval of any additional variances, waivers or other approvals not specifically provided in this Agreement, but necessary for construction of the Development as shown on the Concept Plan.

EXHIBIT "G"
CONCEPTUAL MASTER PLAN; DEPICTION OF PARKLAND CORRIDOR

STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
6' TALL PERIMETER MASONRY WALL (TYPICAL)
STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
MONUMENT(COLUMNS) PLANTING (TYPICAL)
STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
6' TALL PERIMETER MASONRY WALL (TYPICAL)
FM 1100
STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
6' TALL PERIMETER MASONRY WALL (TYPICAL)
STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
5' - 6' CONCRETE NEIGHBORHOOD SIDEWALK (TYPICAL)
MONUMENT COLUMN(S)
PLANTING (TYPICAL)
6' TALL PERIMETER MASONRY WALL (TYPICAL)
POCKET PARK W/:
- SHADE STRUCTURE
- BENCH(ES)
- TABLE(S)
- TRASH RECEPTICLE(S)
- PLAY EQUIPMENT
- PLANTING
- TREE(S)
- FREE PLAY LAWN
SF-6A
64 LOTS
6' CONCRETE NATURE TRAIL (TYPICAL)
LARGE CANOPY TREE(S) (< CITY REQUIREMENTS)
STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
SF-3
132 LOTS
LARGE CANOPY TREE(S) (< CITY REQUIREMENTS)
NORTHERN DRAINAGE RESERVE (PRESERVATION OF EXISTING VEGETATION)
NORTHERN DRAINAGE RESERVE (PRESERVATION OF EXISTING VEGETATION)
NORTHERN DRAINAGE RESERVE AMENITIES MAY INCLUDE:
- BENCH(ES)
- FITNESS STATION(S)
- INTERPRETIVE SIGNAGE
- PET WASTE STATION(S)
- TRASH CAN(S)
5' - 6' CONCRETE NEIGHBORHOOD SIDEWALK (TYPICAL)
6' CONCRETE NATURE TRAIL (TYPICAL)
STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
6' TALL PERIMETER MASONRY WALL (TYPICAL)
ASHTON GRAY
Briarwood Residential Development
Elgin, TX
Conceptual Master Plan
Amenity Exhibit
EX101
BRUNO LAND DESIGN

ASHTON GRAY

Briarwood Residential Development
Elgin, TX

Conceptual Master Plan
Amenity Exhibit
EX102

BRUNO LAND DESIGN

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Briarwood Residential Development
Elgin, TX

Conceptual Master Plan
Amenity Exhibit
EX103

BRUNO LAND DESIGN

POCKET PARK W/:
- SHADE STRUCTURE
- BENCH(ES)
- TABLE(S)
- TRASH RECEPTICLE(S)
- PLAY EQUIPMENT
- PLANTING
- TREES
- FREE PLAY LAWN
SF-3
132 LOTS
5' - 6' CONCRETE NEIGHBORHOOD SIDEWALK (TYPICAL)
7' UPGRADED WOOD FENCING W/ 7' TALL MASONRY COLUMNS
SF-2
92 LOTS
5' - 6' CONCRETE NEIGHBORHOOD SIDEWALK (TYPICAL)
7' UPGRADED WOOD FENCING W/ 7' TALL MASONRY COLUMNS
STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
NEIDIG ELEMENTARY SCHOOL
10' CONCRETE SIDEWALK CONNECTION NEEDIG ELEMENTARY SCHOOL
SF-1
MODEL HOME PARK
STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
MAIN ENTRY COUNTY LINE ROAD W/ LARGE MONUMENT SIGN
COUNTY LINE RD.
GARDEN STYLE MULTIPLE LOW-RISE BUILDINGS WITH GREENSPACE IN BETWEEN MULTI-FAMILY / TOWNHOMES
12.71 AC
SF-4
132 LOTS
SF-5
66 LOTS
POCKET PARK W/:
- SHADE STRUCTURE
- BENCH(ES)
- TABLE(S)
- TRASH RECEPTICLE(S)
- PLAY EQUIPMENT
- PLANTING
- TREES
- FREE PLAY LAWN
7' UPGRADED WOOD FENCING W/ 7' TALL MASONRY COLUMNS
5' - 6' CONCRETE NEIGHBORHOOD SIDEWALK (TYPICAL)
7' UPGRADED WOOD FENCING W/ 7' TALL MASONRY COLUMNS
STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
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Elgin, TX
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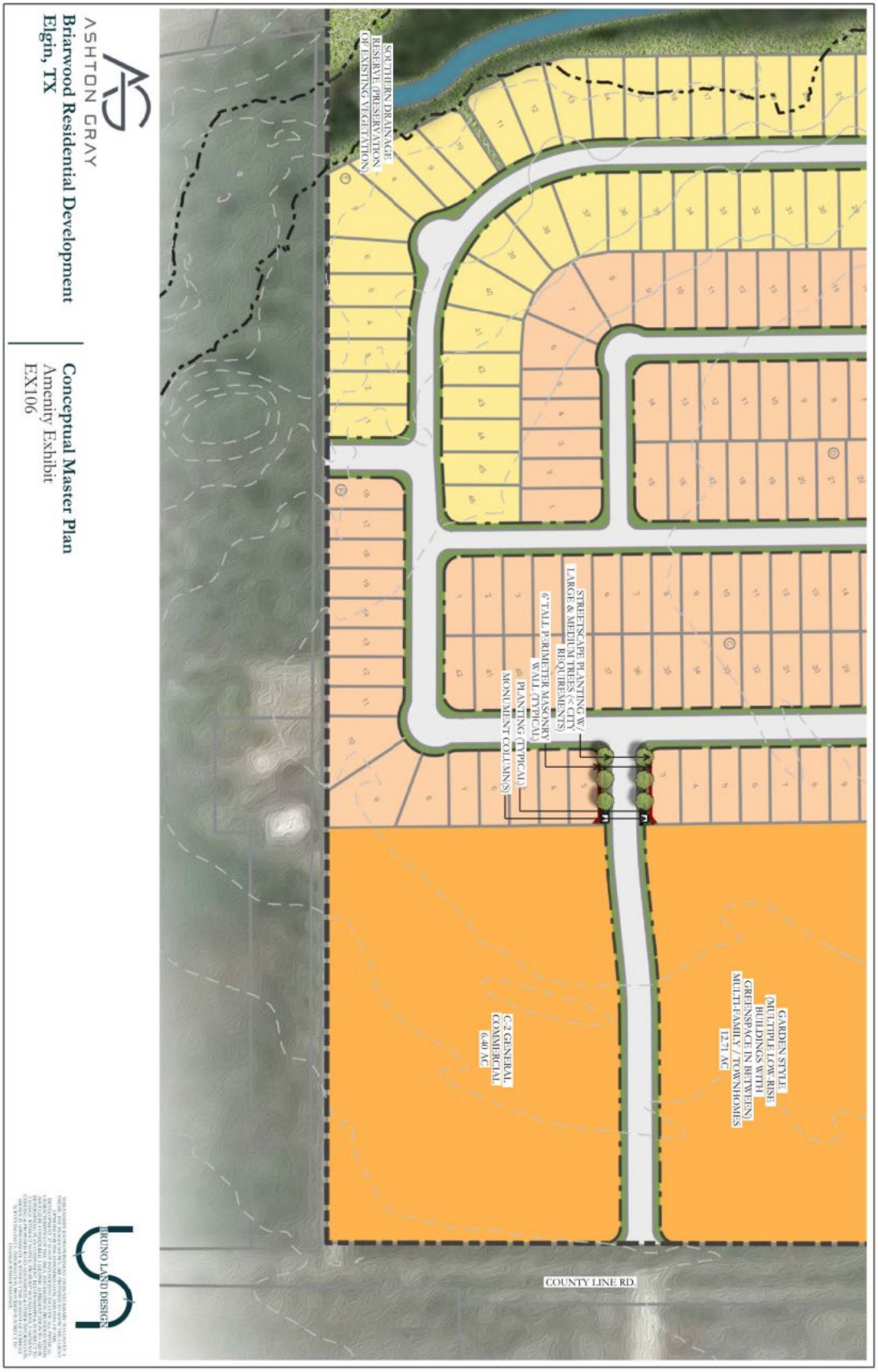
Amenity Exhibit
EX104
BRUNO LAND DESIGN

ASHTON GRAY

Briarwood Residential Development
Elgin, TX

Conceptual Master Plan
Amenity Exhibit
EX105

BRUNO LAND DESIGN



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Briarwood Residential Development
Elgin, TX

Conceptual Master Plan
Amenity Exhibit
EX106

BRUNO LAND DESIGN

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Briarwood Residential Development
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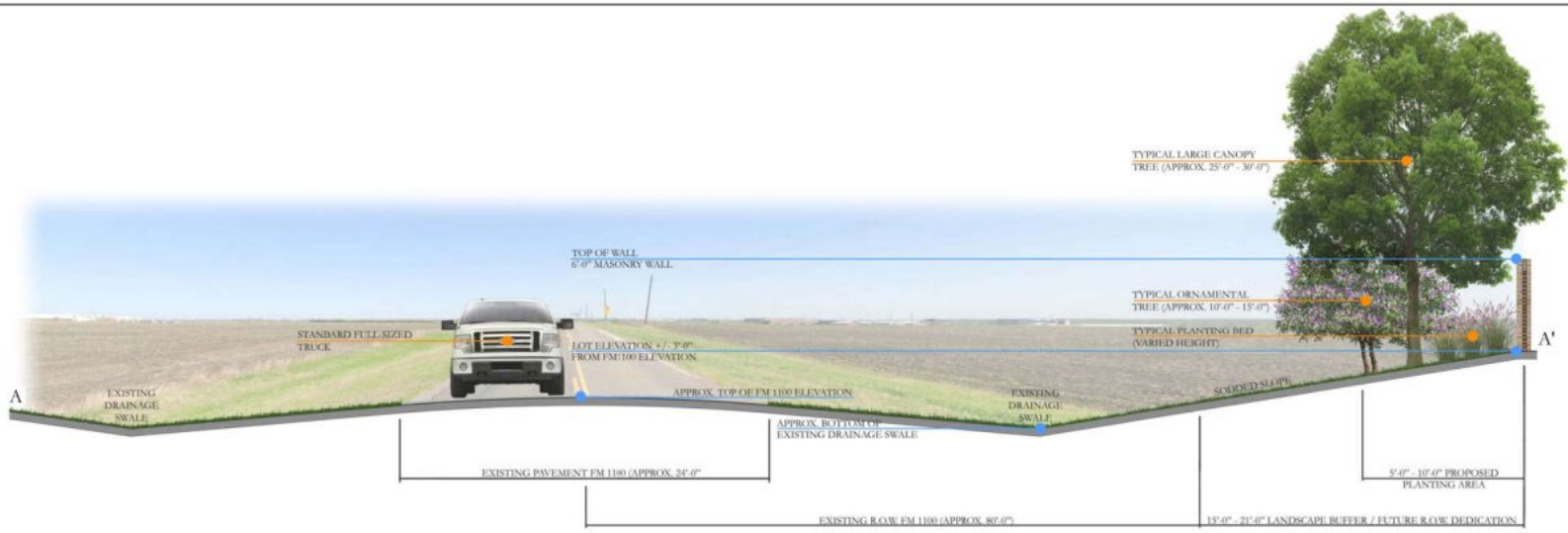
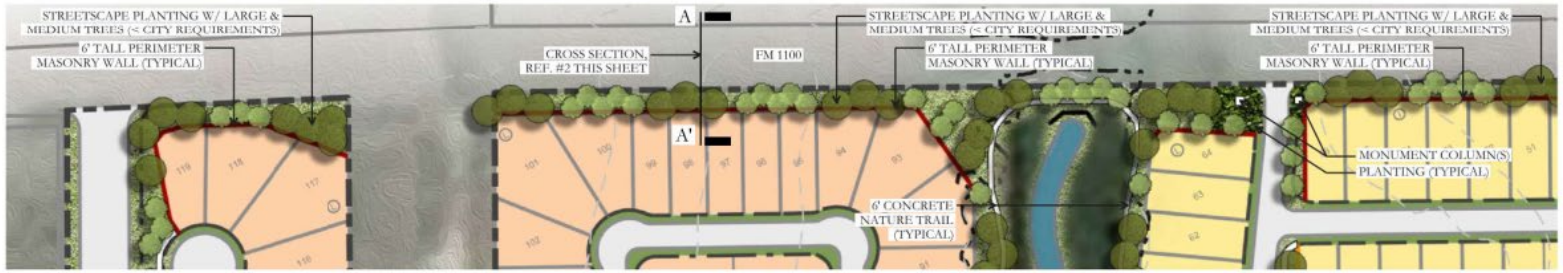
Conceptual Master Plan
Amenity Exhibit
EX107
SF-7
90 LOTS
MONUMENT SIGN W/ PLANTING
7' UPGRADED WOOD FENCING W/ 7' TALL MASONRY COLUMNS
STREETSCAPE PLANTING W/ LARGE & MEDIUM TREES (< CITY REQUIREMENTS)
5' - 6' CONCRETE NEIGHBORHOOD SIDEWALK (TYPICAL)
TRAIL HEAD CROSSING
TRAIL HEAD PARKING LOT
PLANTING (TYPICAL)
AMENITY CENTER PARKING LOT
FREE-PLAY / LAWN
SHADE STRUCTURE
PLAYGROUND
ACTIVITY BERM
RECREATION CENTER
PERGOLA PATIO COVER
RESORT-STYLE POOL
LAP POOL
SHADE STRUCTURE
SHADE STRUCTURES
SOUTHERN DRAINAGE RESERVE (PRESERVATION OF EXISTING VEGETATION)
DETENTION POND FOUNTAIN
SF-8
166 LOTS
SF-5
66 LOTS
6' CONCRETE NATURE TRAIL (TYPICAL)
BRUNO LAND DESIGN



2 FM 1100 EXHIBIT
SECTION

NOT TO SCALE



1 FM 1100 EXHIBIT
PLAN VIEW

NOT TO SCALE

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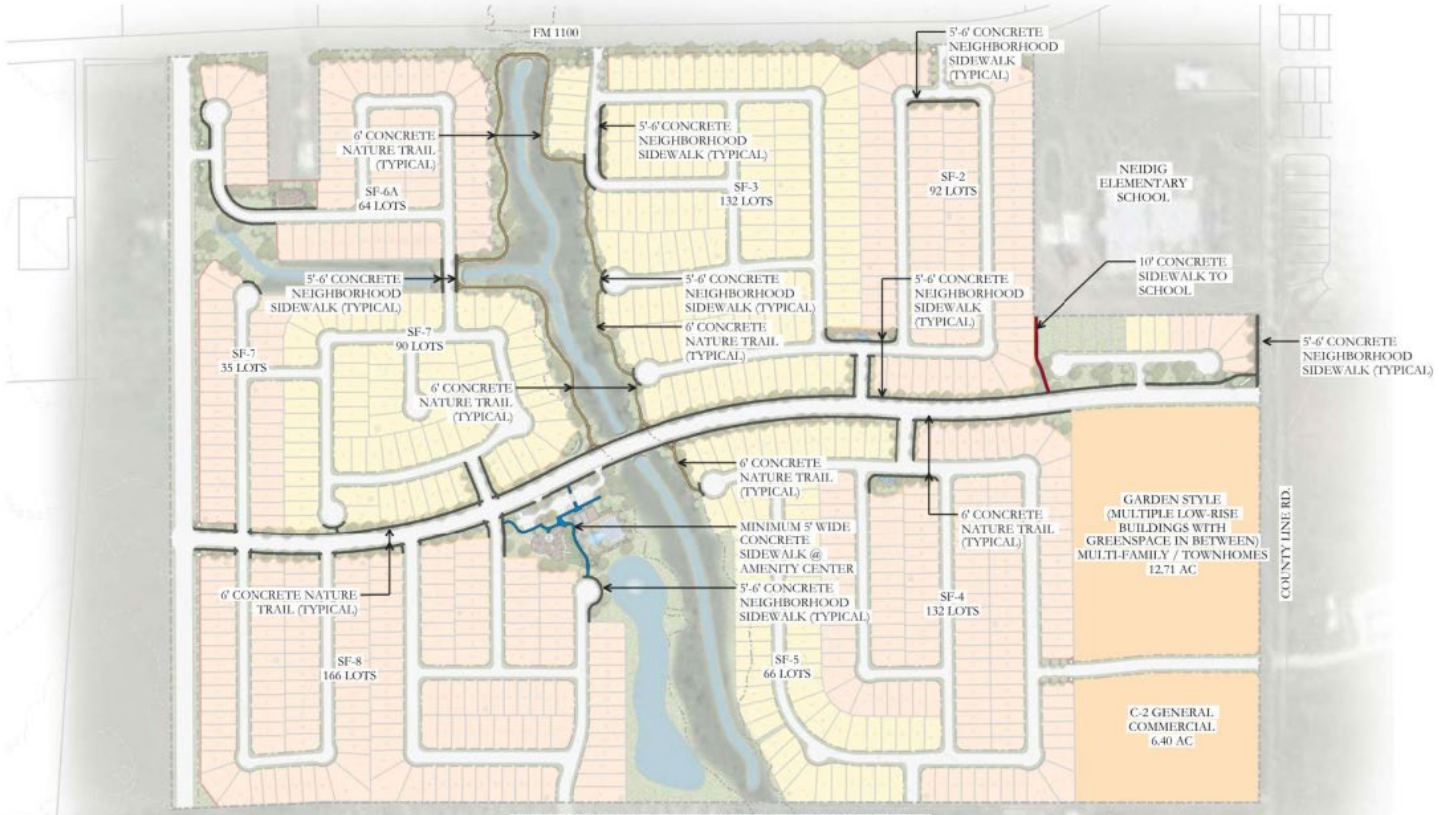
Briarwood Residential Development
Elgin, TX

Conceptual Master Plan
FM 1100 Cross Section Exhibit
EX108

BRUNO LAND DESIGN

THIS EXHIBIT IS OBTAINED ITEMS NECESSARY TO CONVEY A THEME. THE DESIGN SHOWN ARE PROVIDED TO SHOW THE CURRENT OPINION OF THE INTENDED LOOK AND FEEL OF THE DEVELOPMENT. IT IS NOT INTENDED TO INCLUDE ALL PHYSICAL CHARACTERISTICS OF THE AREA. INFORMATION PROVIDED WITHIN SHOULD BE CONSIDERED A GENERAL ELEMENT OF OPINION AND IS DETERMINING PLAN COMPONENT REQUIREMENTS & IS SUBJECT TO CHANGE WITHOUT NOTICE. THE ACTUAL PLAN MAY VARY BASED ON FUTURE & PROPOSED REGULATORY REQUIREMENTS & OTHER INFORMATION, SHOWN IS APPROXIMATE & WITHIN THE BENEFIT OF CURRENT SURVEYING DATA, INFORMATION PROVIDED IS SUBJECT TO CHANGE WITHOUT NOTICE.



SIDEWALK / TRAIL ANALYSIS

5' SIDEWALK =	12,360 LINEAR FEET
6' NATURE TRAILS =	3,645 LINEAR FEET
10' SIDEWALK (TO SCHOOL)=	275 LINEAR FEET

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Briarwood Residential Development
Elgin, TX

Conceptual Master Plan
Sidewalk / Trail Exhibit
EX109

BRUNO LAND DESIGN

SUMMARY OF RECREATIONAL FACILITIES

The Pool Complex shall consist of:

- Lap pool;
- Resort-style pool;
- Patio with pergola covering (shade structure);
- Recreation center;
- Playground with shade structure;
- Activity berm;
- Free-play lawn;
- Parking lot.

The Park Facilities shall consist of:

- 32.82 acres of parkland and open space;
- An amenity lake with a fountain;
- 3,645 feet of a six (6') feet wide concrete nature trail;
- The Northern Drainage Reserve, to include large canopy trees, seven dedicated parking spaces at the trailhead, and the following trail elements:
    - Three benches
    - Two interpretive signs;
    - Two pet waste stations;
    - Three trash receptacles;
    - Fitness stations (specific number to be determined).
- Three pocket parks, to include the following facilities:
    - Shade structure;
    - Benches;
    - Tables;
    - Trash receptacles;
    - Play equipment;
    - Free play lawn;
    - Trees.