



ELGIN PLANNING & ZONING COMMISSION AGENDA

December 18, 2023

6:30 PM

I. CALL TO ORDER

II. PUBLIC COMMENT

The "PUBLIC COMMENT" item posted on the agenda is reserved for members of the public who would like to address the Planning and Zoning Commission regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the Planning and Zoning Commission during the meeting shall do so under the "PUBLIC COMMENT" agenda item. Speakers shall be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts, or information for the Commission, to the Secretary prior to commencement of the Commission meeting. **As of May 1, 2022, all such public comments will be done IN PERSON. You may email public comments and they will be distributed to each of the Commission Members but not read out loud.**

Speaker comments are limited to three (3) minutes. No formal action can be taken by the Planning and Zoning Commission on items not posted on the agenda. Items requiring a PUBLIC HEARING will allow a member of the public an opportunity to speak during the Public Hearing and does not require a "PUBLIC COMMENT FORM".

Speakers must address their comments to the Chairperson or Presiding Officer rather than to an individual Commission Member or Staff Member. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from any personal attacks or derogatory comments directed at any Commission Member, Staff Member, other individual, or group.

III. CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that are considered to be self-explanatory by the Planning and Zoning Commission and will be enacted with one motion, one second, and one vote. Any member of the Commission may pull any item from the Consent Agenda in order that the Commission discuss and act upon it individually as a part of the Regular Agenda.

1. November 27, 2023 Meeting Minutes

IV. NEW BUSINESS

1. **Project #202300183: A final plat for "Harvest Ridge Section 4" located on a parcel of land known by the Bastrop County Appraisal District as Parcel 15378, located east of Harvest Ridge Section 3 for a total of 145 lots on 23.324 acres of land.**
 - A. Staff Presentation
 - B. Application Presentation
 - C. Discussion
 - D. Consideration
2. **Project #202300150: A Preliminary Plat for Lund Farms Section 1 located on parcels of land known by the Travis County Appraisal District as parcel numbers 358784, 358785, 358786, and 358788 and by the Bastrop County Appraisal District as parcel numbers 15102, and 15702 located east of County Line Road, south of Lund Road and West of North State Highway 95 for a total of 421 lots on 86.84 acres of land.**
 - A. Staff Presentation
 - B. Applicant Presentation
 - C. Discussion
 - E. Consideration

V. WORKSHOP

1. **1. Review, discuss, and provide input regarding Amendment No. 1 to Briarwood Development and Consent Agreement.**

VI. ANNOUNCEMENTS

VII. ADJOURMENT

Attendance By Other Elected or Appointed Officials: It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance.

The members of the boards, commissions and/or committees may participate in discussions on the same items listed the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

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) 229-3222. Please provide forty-eight hours' notice when feasible.

I, Beau Perry, City Engineer for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before December, 15, 2023, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in blue ink, appearing to read 'Beau Perry', with a stylized, flowing script.

Beau Perry, Interim Development Services Director

MINUTES
CITY OF ELGIN PLANNING AND ZONING COMMISSION
REGULAR MEETING
MONDAY, NOVEMBER 27, 2023

- I. CALL TO ORDER – ROLL CALL:** The Chair called the meeting to order at 6:31 P.M. at the Library Annex (Civic Center) located at 404 N. Main St., Elgin, TX.

COMMISSION PRESENT: Chair Antonio Prete, Vice-Chair Ronnie Creppon, Berney Williams, Dorothy McCarther, David Lanford and Scott Mackay.

COMMISSION ABSENT: Jason Tatum.

STAFF PRESENT: Beau Perry, Interim Development Services Director; Melissa Lipiec Secretary.

II. OATH OF OFFICE

1. David Lanford and Berney Williams were given the Oath of Office.

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

IV. CONSENT AGENDA

1. October 23, 2023 Minutes.
Scott Mackay moved that the Commission approve the consent agenda. Dorothy McCarther seconded the motion. The motion passed unanimously with a vote of six (6) for and zero (0) against.

V. NEW BUSINESS

1. Project #: 202300112: A “Replat First Presbyterian Church” located on parcels of land known by the Bastrop County Appraisal District as Parcel numbers 79185, 49962, 12060 & 12058 located on or near the intersection of North Avenue C and Lexington Road and North Main Street and Lexington Road for a total of one lot on approximately 1.08 acres of land for use as a church campus.
 - A. Staff Presentation: Beau Perry presented the item to the Commission stating that the property owner would like to combine all of the lots into one lot.
 - B. Applicant Presentation – Larry Williams stated that he and Pastor Amy were representatives for the property and had no presentation but were present to answer any questions.
 - C. Open Public Hearing – The public hearing was opened at 6:39 P.M. There were no members of the public present to offer comments.
 - D. Close Public Hearing – The public hearing was closed at 6:40 P.M.
 - E. Discussion – Chairman Antonio Prete requested that plat notes #7 and 8 be removed from the plat and that the Revision Block on the right hand side be eliminated because that information is duplicated on the left hand side. He also requested that the wording on the Engineer’s Certification be changed from “Registered” to “Licensed”.
 - F. Consideration – Ronnie Creppon moved that the Commission approve the project contingent upon the corrections provided by the Chairman. Berney Williams seconded the motion. The motion passed unanimously with a vote of six (6) for and zero (0) against.

VI. ANNOUNCEMENTS

Melissa Lipiec announced that the December meeting will be held on December 18th. She also reminded the board members to RSVP for the City Christmas Party. Melissa Lipiec informed the board that registration is open for the next session of Elgin 101.

VII. ADJOURNMENT

The meeting was adjourned at 6:50 P.M.

Antonio Prete, Chairman

ATTEST: _____
Melissa Lipiec, Secretary

On a motion by _____, seconded by _____

the foregoing instrument was passed and approved on this 18th day of December 2023.



Development Services Department

STAFF REPORT

Consideration of a Final Plat

Date: December 11, 2023
Applicant: J. Adam Berry, P.E. BGE, Inc.
Hearing Date: December 18, 2023
Location: Bastrop County Parcel Number 15378 located east of Harvest Ridge Phase 3

APPLICATION SUMMARY

Consideration of a Final Plat for Harvest Ridge Phase 4 which had been previously approved by the Planning and Zoning Commission on July 24, 2023. This new submittal is for 145 residential lots which is an increase of 17 residential lots as compared to the previously approved plat. This is accomplished by reducing some of the lot widths in Blocks P, Q, & R from forty feet (40') to thirty-five feet (35'). The street layout remains the same as the previously approved plat.

DEPARTMENT COMMENTS

TRC has reviewed the proposed plat and found that it conforms to the Development and Consent Agreement currently in place between the City and the Developer.

Attachments

1. Application
2. Agent Authorization
3. Proposed Plat
4. TRC review letter

FINAL PLAT APPLICATION

Date: 10/24/2023

SITE INFORMATION

Project Address: _____

Parcel Identification Number (if no address): R15378 Bastrop

APPLICANT

Name: J. Adam Berry, PE

Postal Address: BGE, Inc.

101 W. Louis Henna Blvd. Suite 400, Austin TX, 78728

E-Mail Address: aberry@bgeinc.com; Phone Number: 512-879-0400

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.



J. Adam Berry

10/24/2023

Signature

Printed Name

Date

Project Description:

Proposed final plat for Section 4 of Harvest Ridge subdivision. Consisting of 142
residential lots, 1 open space / drainage lot, and 1 detention lot, public ROW, private
alleys, and standard subdivision easements for utilities.



802 N. Ave. C.
P.O. Box 591
Elgin, Texas, 78621



(512) 281-0119



www.elgintexas.gov

Owner Authorization Form

February 3, 2021

Site Development Plan Authority

Re: Site Development Plan Application
~~Harvest Ridge Amenity Center~~
Elgin, Texas

Harvest Ridge All Phases Platist Plan

I, *Adam Boenig*, *Vice President* of Clayton Properties Group, Inc., do hereby make and/or authorize J. Adam Berry, to represent Clayton Properties Group, Inc. for submittal and subsequent processing of the Subdivision Construction Plans application for all Sections of Harvest Ridge.

Sincerely,



Clayton Properties Group, Inc.
6700 Vaught Ranch Road, Suite #200
Austin, TX 78730

A CALLED 4.737
ACRE TRACT
CLYDE T. LUNDGREN
AND WIFE, BETTY S.
LUNDGREN
VOL. 7619, PG. 47
D.R.T.C.

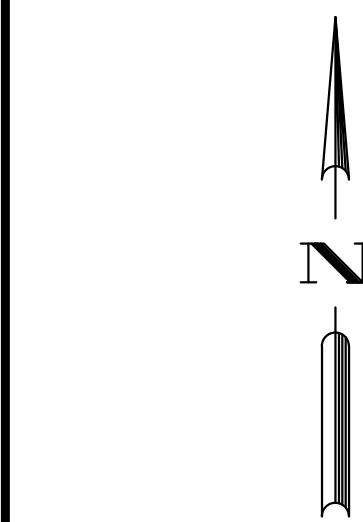
HARVEST RIDGE SECTION 3
CAB. 7, PG. 224-B
THROUGH 226-A
P.R.B.C.

PROPOSED 1%
ANNUAL
CHANCE FEMA
FLOODPLAIN
PER CLOMR
NO.
21-06-2267R

T. CHRISTIAN
SURVEY,
ABSTRACT NO.
20

HARVEST RIDGE
SECTION 3
CAB. 7, PG. 224-B
THROUGH 226-A
P.R.B.C.

HARVEST RIDGE
SECTION 2
CAB. 7, PG. 230-B
THROUGH 233-A
P.R.B.C.
DOC. NO. 202200342
O.P.R.T.C.



BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL
ZONE, NAD83.

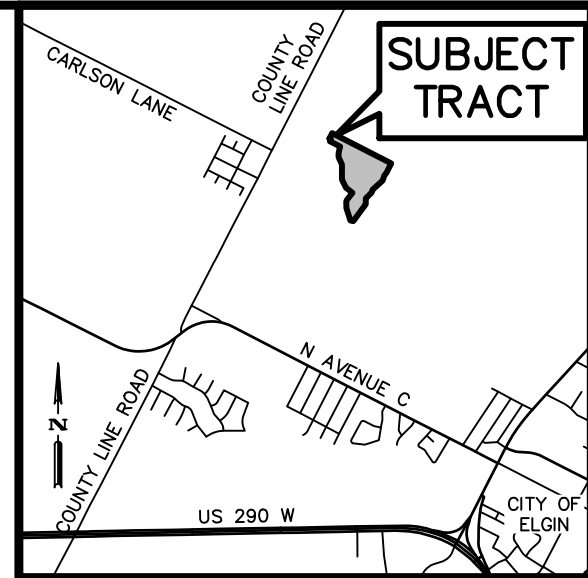
FINAL PLAT HARVEST RIDGE SUBDIVISION SECTION FOUR

A SUBDIVISION OF 23.324 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

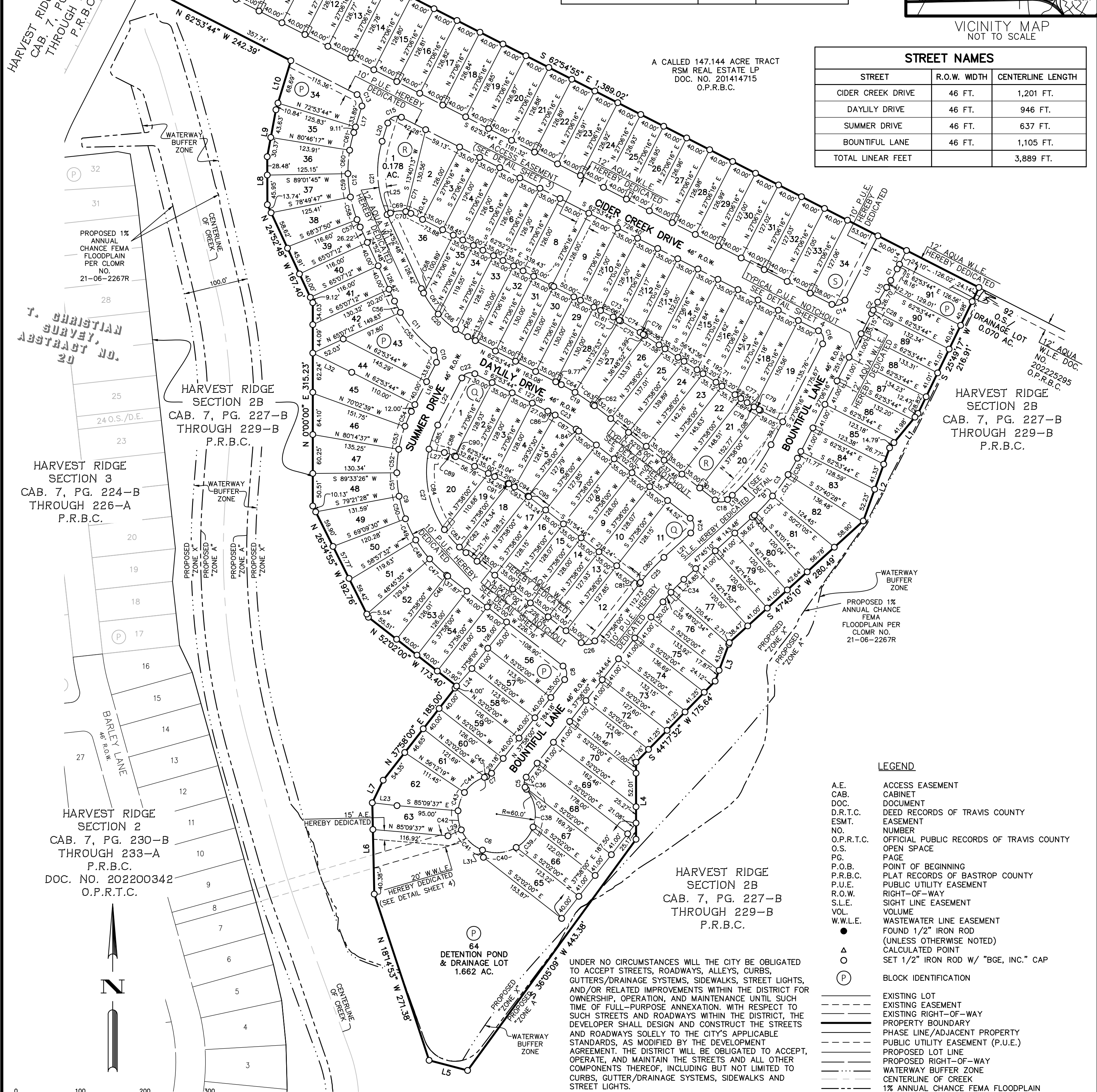
LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	143	17.412 AC.
OPEN SPACE/DRAINAGE LOT	1	0.070 AC.
DETENTION POND DRAINAGE LOT	1	1.662 AC.
RIGHT-OF-WAY	-	4.180 AC.
TOTAL LOTS	145	23.324 AC.
TOTAL BLOCKS	4	----

A CALLED 147.144 ACRE TRACT
RSM REAL ESTATE LP
DOC. NO. 201414715
O.P.R.B.C.

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
CIDER CREEK DRIVE	46 FT.	1,201 FT.
DAYLILY DRIVE	46 FT.	946 FT.
SUMMER DRIVE	46 FT.	637 FT.
BOUNTIFUL LANE	46 FT.	1,105 FT.
TOTAL LINEAR FEET		3,889 FT.



VICINITY MAP
NOT TO SCALE



UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED
TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS,
GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS,
AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR
OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH
TIME OF FULL-PURPOSE ANNEXATION. WITH RESPECT TO
SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE
DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS
AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE
STANDARDS, AS MODIFIED BY THE DEVELOPMENT
AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT,
OPERATE, AND MAINTAIN THE STREETS AND ALL OTHER
COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO
CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND
STREET LIGHTS.

OWNER: CLAYTON PROPERTY GROUP, INC.
DBA BROHN HOMES
ADDRESS: 6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX. 78730
PHONE: 512-551-1670 FAX: _____

ACREAGE: 23.324 ACRES
SURVEY: T. CHRISTIAN SURVEY, ABSTRACT NO. 20

NUMBER AND ACREAGE (SEE LAND USE SCHEDULE, SHEET 1)
BY LOT TYPE:

PLAT SUBMITTED: 05/19/2022
PLAT REVISED: 10/24/2023

SURVEYOR: BGE, INC. (DION P. ALBERTSON, RPLS)
PHONE: 210-581-3600 FAX: _____
ENGINEER: BGE, INC. (ADAM BERRY, PE)
PHONE: 512-879-0400 FAX: _____

- LEGEND**
- A.E. ACCESS EASEMENT
 - CAB. CABINET
 - DOC. DOCUMENT
 - D.R.T.C. DEED RECORDS OF TRAVIS COUNTY
 - ESMT. EASEMENT
 - NO. NUMBER
 - O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
 - O.S. OPEN SPACE
 - PG. PAGE
 - P.O.B. POINT OF BEGINNING
 - P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - S.L.E. SIGHT LINE EASEMENT
 - VOL. VOLUME
 - W.W.L.E. WASTEWATER LINE EASEMENT
 - FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - △ CALCULATED POINT
 - SET 1/2" IRON ROD W/ "BGE, INC." CAP
 - (P) BLOCK IDENTIFICATION
 - EXISTING LOT
 - - - EXISTING EASEMENT
 - - - EXISTING RIGHT-OF-WAY
 - PROPERTY BOUNDARY
 - - - PHASE LINE/ADJACENT PROPERTY
 - - - PUBLIC UTILITY EASEMENT (P.U.E.)
 - - - PROPOSED LOT LINE
 - - - PROPOSED RIGHT-OF-WAY
 - - - WATERWAY BUFFER ZONE
 - - - CENTERLINE OF CREEK
 - - - 1% ANNUAL CHANCE FEMA FLOODPLAIN



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

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S39°30'38"W	69.25'
L2	S19°51'15"W	120.32'
L3	S20°16'15"W	63.67'
L4	S0°00'00"W	119.44'
L5	N75°15'51"W	61.76'
L6	N1°16'10"W	141.49'
L7	N25°45'18"E	38.93'
L8	N0°12'32"W	74.43'
L9	N10°32'05"E	74.01'
L10	N16°57'41"E	79.53'
L11	N27°06'16"E	46.00'
L12	N62°53'44"W	36.68'
L13	N27°06'16"E	126.66'
L14	S27°06'16"W	32.25'
L15	S30°57'19"W	39.39'
L16	N27°06'16"E	85.67'
L17	N17°06'16"E	43.00'
L18	N27°06'16"E	112.08'
L19	S47°45'10"W	10.06'
L20	N17°06'16"E	29.60'
L21	S47°45'10"W	56.29'
L22	N27°06'16"E	82.00'
L23	S83°29'01"E	38.64'
L24	N41°18'44"E	36.06'
L25	S65°07'12"W	5.82'
L26	S62°53'44"E	41.13'
L27	N77°14'02"W	24.39'
L28	S37°58'00"W	8.56'
L29	S65°53'05"W	22.62'
L30	N37°58'00"E	11.47'
L31	S7°02'00"E	11.33'
L32	N63°44'18"W	67.34'
L34	N5°18'11"E	10.77'
L35	S48°54'21"W	10.77'
L36	S62°53'44"E	29.13'
L37	S89°27'38"E	13.42'
L38	S36°19'49"E	13.42'
L39	S62°53'44"E	29.13'
L40	N41°21'41"E	13.11'
L41	S85°41'49"E	13.22'
L42	S49°53'06"E	13.02'
L43	S77°14'02"E	12.11'
L44	N75°25'02"E	13.02'
L45	S77°14'02"E	12.11'
L46	S77°52'30"E	13.70'
L47	S25°24'29"E	13.44'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	300.00'	3°51'02"	20.16'	N 29°01'48" E	20.16'
C2	299.95'	3°51'04"	20.16'	S 29°01'48" W	20.16'
C3	321.00'	20°38'54"	115.68'	N 37°25'43" E	115.06'
C4	279.00'	9°47'11"	47.65'	S 42°51'35" W	47.60'
C5	15.00'	77°40'56"	20.34'	S 0°52'28" E	18.81'
C6	60.00'	294°33'08"	308.45'	S 72°26'23" E	64.87'
C7	15.00'	36°52'12"	9.65'	N 56°24'06" E	9.49'
C8	15.00'	90°00'00"	23.56'	N 7°02'00" W	21.21'
C9	205.00'	79°08'17"	283.15'	S 12°27'52" E	261.17'
C10	15.00'	79°31'28"	20.82'	N 12°39'27" W	19.19'
C11	205.00'	27°32'23"	98.53'	S 38°39'00" E	97.59'
C12	205.00'	41°59'05"	150.22'	S 3°53'16" E	146.88'
C13	15.00'	80°00'00"	20.94'	N 22°53'44" W	19.28'
C14	15.00'	90°00'00"	23.56'	N 72°06'16" E	21.21'
C15	15.00'	100°00'00"	26.18'	S 67°06'16" W	22.98'
C16	15.00'	90°00'00"	23.56'	N 17°53'44" W	21.21'
C17	275.00'	20°38'54"	99.10'	N 37°25'43" E	98.57'
C18	15.00'	80°12'49"	21.00'	N 87°51'35" E	19.33'
C19	321.00'	10°51'43"	60.85'	N 57°27'52" W	60.76'
C20	159.00'	38°00'55"	105.50'	S 43°53'16" E	103.57'
C21	159.00'	41°59'05"	116.51'	S 3°53'16" E	113.92'
C22	15.00'	90°00'00"	23.56'	S 72°06'16" W	21.21'
C23	275.00'	10°51'43"	52.13'	N 57°27'52" W	52.06'
C24	15.00'	99°47'11"	26.12'	N 2°08'25" W	22.95'
C25	325.00'	9°47'11"	55.51'	S 42°51'35" W	55.44'
C26	15.00'	90°00'00"	23.56'	N 82°58'00" E	21.21'
C27	159.00'	79°08'17"	219.61'	S 12°27'52" E	202.57'
C28	299.95'	2°43'59"	14.31'	S 29°35'20" W	14.31'
C29	299.95'	1°07'05"	5.85'	S 27°39'48" W	5.85'
C30	321.00'	5°13'15"	29.25'	N 29°42'54" E	29.24'
C31	321.00'	7°19'23"	41.03'	N 35°59'13" E	41.00'
C32	321.00'	7°19'23"	41.03'	N 43°18'37" E	41.00'
C33	321.00'	0°46'52"	4.38'	N 47°21'44" E	4.38'
C34	279.00'	5°47'45"	28.22'	S 44°51'18" W	28.21'
C35	279.00'	3°59'26"	19.43'	S 39°57'43" W	19.43'
C36	15.00'	63°04'35"	16.51'	S 6°25'42" W	15.69'
C37	15.00'	14°36'21"	3.82'	S 32°24'46" E	3.81'
C38	60.00'	59°19'20"	62.12'	N 10°03'17" W	59.38'
C39	60.00'	39°58'25"	41.86'	N 39°35'36" E	41.02'
C40	60.00'	51°48'22"	54.25'	N 85°28'59" E	52.42'
C41	60.00'	44°29'54"	46.60'	S 46°21'52" E	45.44'
C42	60.00'	28°57'18"	30.32'	S 9°38'16" E	30.00'
C43	60.00'	28°57'18"	30.32'	S 19°19'02" W	30.00'
C44	60.00'	38°53'56"	40.73'	S 53°14'39" W	39.96'
C45	60.00'	2°08'34"	2.24'	S 73°45'54" W	2.24'
C46	205.00'	0°35'47"	2.13'	S 51°44'07" E	2.13'
C47	205.00'	10°11'48"	36.48'	S 46°20'19" E	36.43'
C48	205.00'	10°11'58"	36.49'	S 36°08'26" E	36.44'
C49	205.00'	10°11'58"	36.49'	S 25°56'29" E	36.44'
C50	205.00'	10°11'58"	36.49'	S 15°44'31" E	36.44'
C51	205.00'	10°11'58"	36.49'	S 5°32'33" E	36.44'
C52	205.00'	10°11'58"	36.49'	S 4°39'25" W	36.44'
C53	205.00'	10°11'58"	36.49'	S 14°51'22" W	36.44'
C54	205.00'	7°08'55"	25.58'	S 23°31'49" W	25.56'
C55	205.00'	21°59'46"	78.70'	S 41°25'18" E	78.22'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C56	205.00'	5°32'37"	19.83'	S 27°39'07" E	19.83'
C57	205.00'	3°30'38"	12.56'	S 23°07'29" E	12.56'
C58	205.00'	10°11'58"	36.49'	S 16°16'11" E	36.44'
C59	205.00'	10°11'58"	36.49'	S 6°04'14" E	36.44'
C60	205.00'	10°11'58"	36.49'	S 4°07'44" W	36.44'
C61	205.00'	7°52'34"	28.18'	S 13°10'00" W	28.16'
C62	321.00'	10°51'43"	60.85'	N 57°27'52" W	60.76'
C63	321.00'	6°03'18"	33.92'	N 55°31'29" W	33.91'
C64	321.00'	4°20'36"	24.33'	N 60°43'26" W	24.33'
C65	159.00'	7°50'36"	21.77'	S 58°58'26" E	21.75'
C66	159.00'	13°02'51"	36.21'	S 48°31'42" E	36.13'
C67	159.00'	14°19'44"	39.76'	S 34°50'24" E	39.66'
C68	159.00'	2°47'44"	7.76'	S 26°16'40" E	7.76'
C69	36.00'	38°33'01"	24.22'	S 84°23'42" W	23.77'
C70	36.00'	51°59'05"	32.66'	N 88°53'16" W	31.55'
C71	36.00'	13°26'04"	8.44'	N 69°36'45" W	8.42'
C72	500.00'	1°13'10"	10.64'	N 62°17'08" W	10.64'
C73	500.00'	1°29'00"	12.94'	N 62°09'14" W	12.94'
C74	500.00'	4°01'08"	35.07'	N 59°24'10" W	35.07'
C75	500.00'	4°56'57"	43.19'	N 59°12'05" W	43.18'
C76	500.00'	0°39'59"	5.82'	N 57°03'36" W	5.82'
C77	200.00'	3°37'37"	12.66'	S 58°32'25" E	12.66'
C78	200.00'	6°10'07"	21.53'	S 59°48'40" E	21.52'
C79	200.00'	2°32'30"	8.87'	S 61°37'28" E	8.87'
C80	325.00'	9°46'56"	55.49'	S 42°51'42" W	55.42'
C81	325.00'	9°46'56"	55.49'	S 42°51'42" W	55.42'
C82	159.00'	4°46'34"	13.25'	S 49°38'43" E	13.25'
C83	159.00'	12°53'06"	35.76'	S 40°48'53" E	35.68'
C84	159.00'	47°08'18"	130.81'	S 10°48'11" E	127.15'
C85	159.00'	14°20'19"	39.79'	S 19°56'07" W	39.69'
C86	275.00'	2°41'34"	12.92'	N 61°32'57" W	12.92'
C87	275.00'	8°10'09"	39.21'	N 56°07'05" W	39.18'
C88	75.00'	12°41'25"	16.61'	N 70°53'20" W	16.58'
C89	75.00'	14°20'19"	18.77'	N 70°03'53" W	18.72'
C90	75.00'	1°38'53"	2.16'	N 63°43'10" W	2.16'
C91	200.00'	0°23'39"	1.38'	N 62°41'54" W	1.38'
C92	200.00'	3°16'32"	11.43'	N 61°15'28" W	11.43'
C93	200.00'	10°05'06"	35.20'	N 57°27'32" W	35.16'
C94	200.00'	7°12'13"	25.14'	N 56°01'05" W	25.13'
C95	200.00'	0°30'14"	1.76'	N 52°09'52" W	1.76'
C96	60.00'	21°12'28"	22.21'	S 26°57'07" E	22.08'
C97	45.00'	43°46'00"	34.37'	S 84°46'44" E	33.54'
C98	18.00'	90°00'01"	28.27'	N 72°06'16" E	25.46'
C99	18.00'	89°59'59"	28.27'	S 17°53'44" E	25.46'
C100	509.00'	6°10'07"	54.80'	S 59°48'40" E	54.77'
C101	191.00'	6°10'07"	20.56'	S 59°48'40" E	20.55'
C102	27.00'	38°44'39"	18.26'	S 82°16'03" E	17.91'
C102	209.00'	6°10'07"	22.50'	S 59°48'40" E	22.49'
C103	491.00'	6°10'07"	52.86'	S 59°48'40" E	52.84'
C104	84.00'	14°20'19"	21.02'	S 70°03'53" E	20.97'
C105	209.00'	10°58'58"	40.06'	S 57°24'15" E	40.00'
C106	66.00'	14°20'19"	16.52'	S 70°03'53" E	16.47'
C107	191.00'	10°58'58"	36.61'	S 57°24'15" E	36.56'

FINAL PLAT

HARVEST RIDGE

SUBDIVISION SECTION FOUR

A SUBDIVISION OF 23.324 ACRES OF LAND

LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT

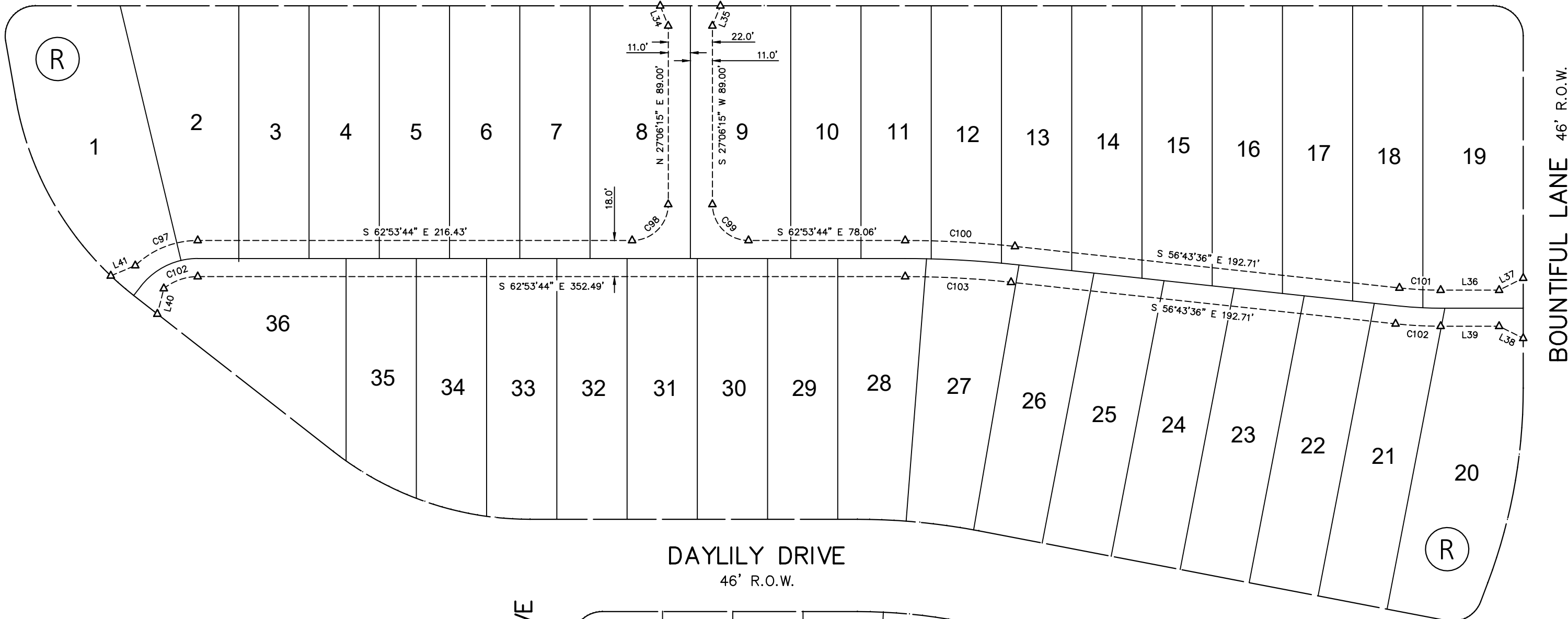
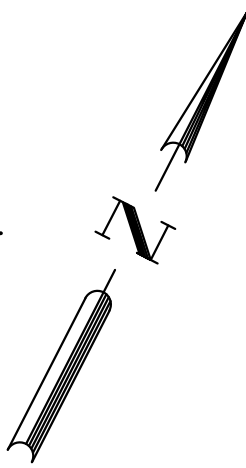
NO. 20 BASTROP COUNTY, TEXAS



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

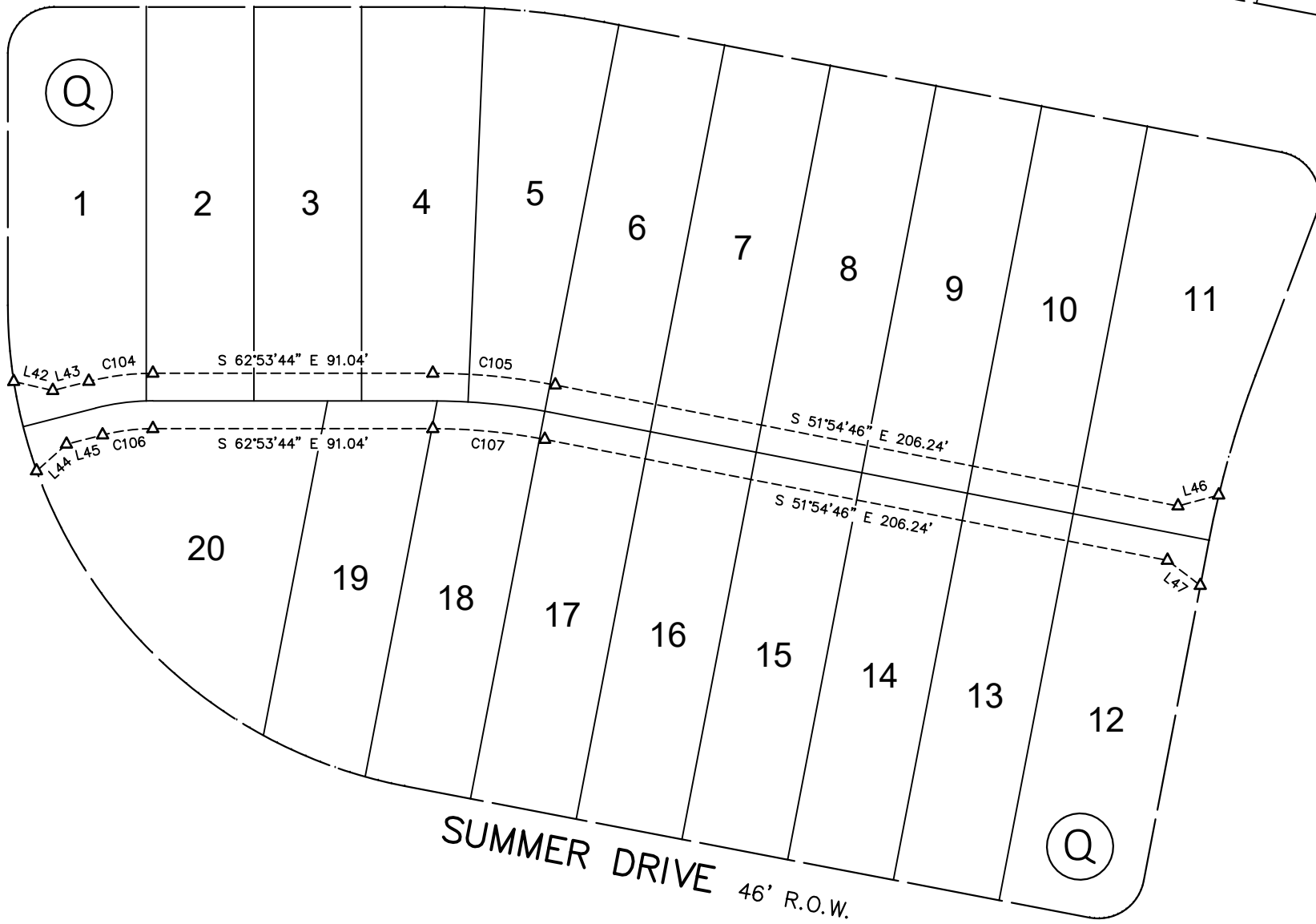
ACCESS EASEMENT DETAIL
SCALE 1"=50'

CIDER CREEK DRIVE
46' R.O.W.



DAYLILY DRIVE
46' R.O.W.

SUMMER DRIVE
46' R.O.W.



SUMMER DRIVE
46' R.O.W.



LEGEND

A.E.	ACCESS EASEMENT
CAB.	CABINET
DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
O.S.	OPEN SPACE
P.G.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
S.L.E.	SIGHT LINE EASEMENT
VOL.	VOLUME
W.W.L.E.	WASTEWATER LINE EASEMENT
●	FOUND 1/2" IRON ROD
△	(UNLESS OTHERWISE NOTED)
○	CALCULATED POINT
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP
(P)	BLOCK IDENTIFICATION



FINAL PLAT
HARVEST RIDGE
SUBDIVISION SECTION FOUR

A SUBDIVISION OF 23.324 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

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LEGAL DESCRIPTION

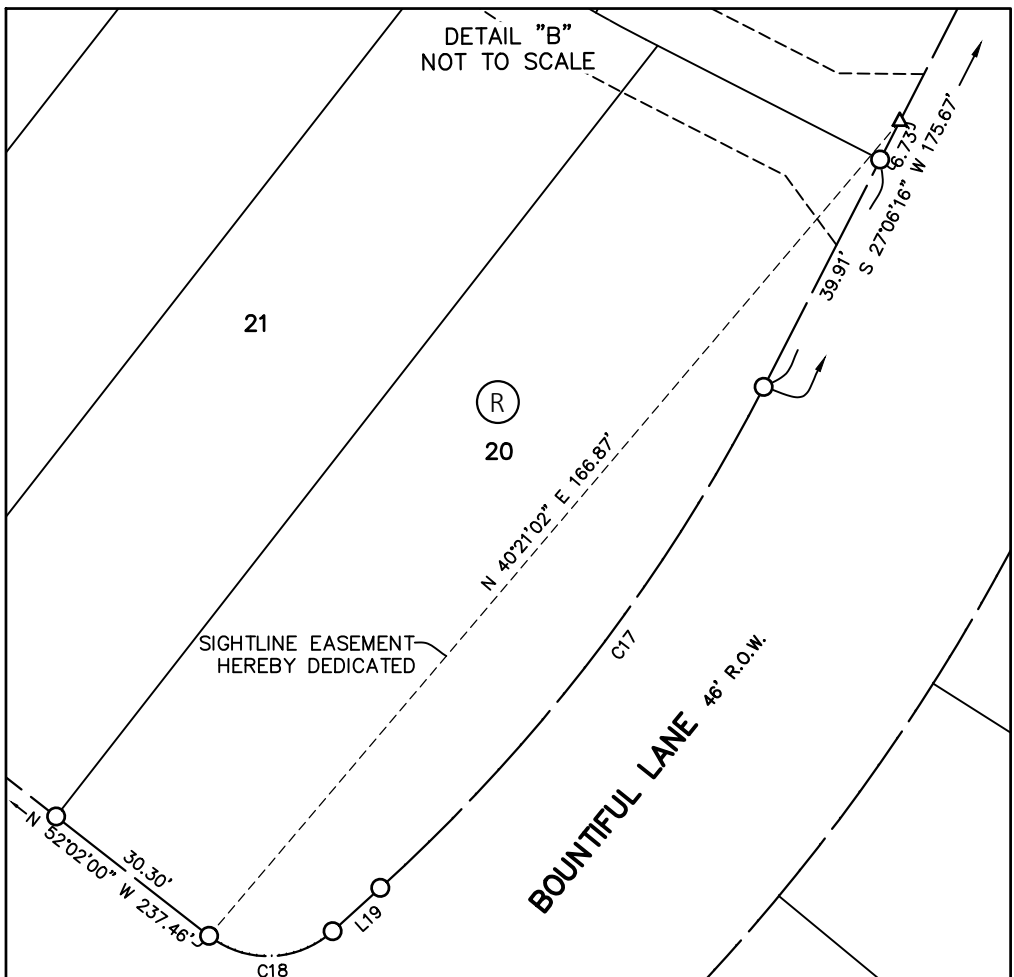
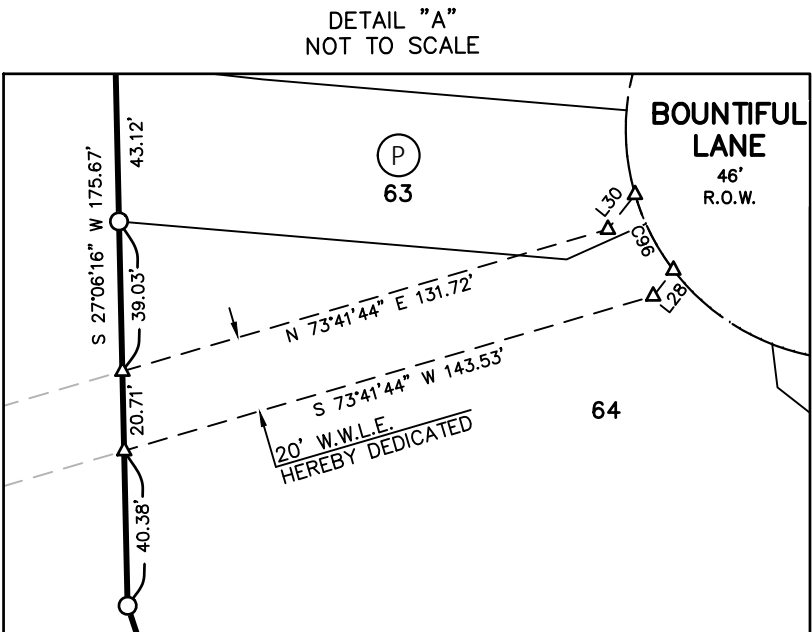
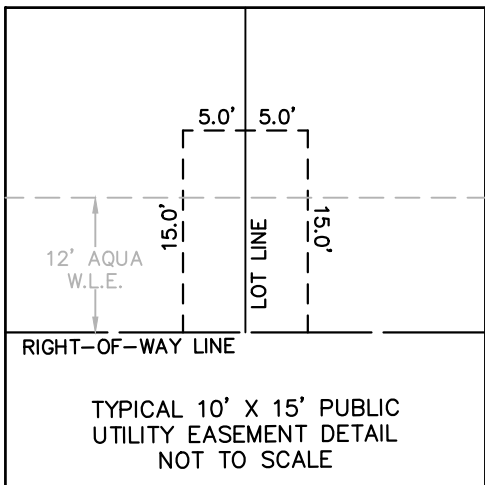
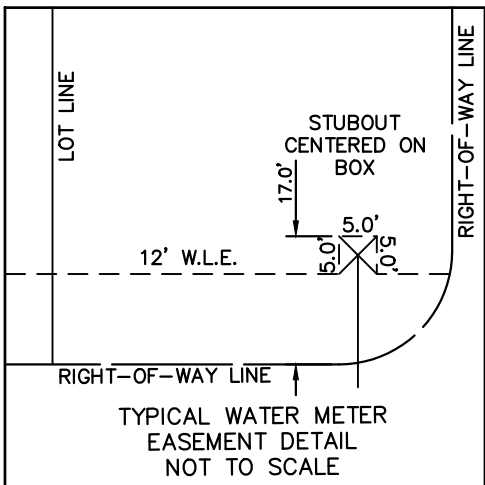
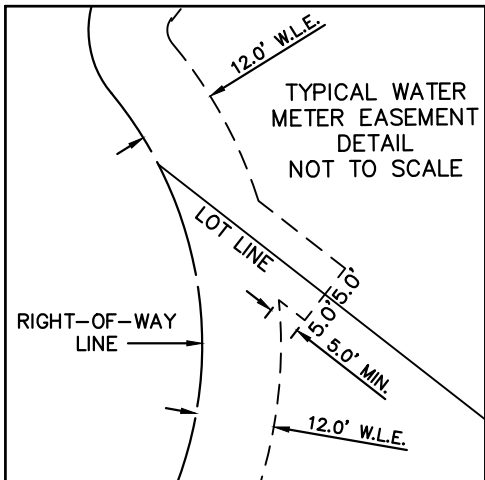
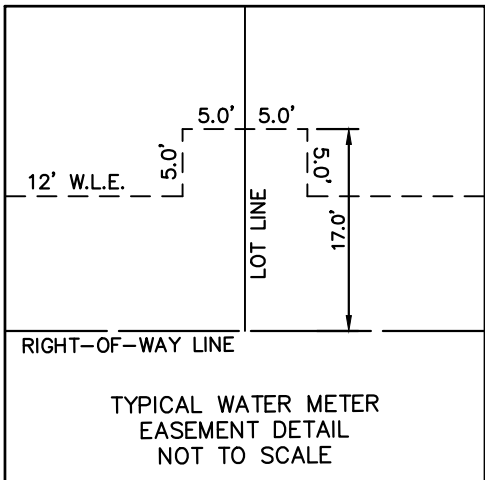
FIELD NOTES FOR A 23.324 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING OUT OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC., DBA BROHN HOMES IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 23.324 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the south line of a called 147.144 acre tract of land as conveyed unto RSM Real Estate LP in Document Number 201414715 of the Official Public Records of Bastrop County, Texas, at the common corner of said 234.288 acre tract and a called 4.737 acre tract of land as conveyed unto Clyde T. Lundgren and Wife, Betty S. Lundgren in Volume 7619, Page 47 of the Deed Records of Travis County, Texas; THENCE, S 62°54'55" E, coincident with the common line of said 234.288 acre tract and said 147.144 acre tract, a distance of 451.95 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the most northerly corner and POINT OF BEGINNING of the herein described tract:

THENCE, S 62°54'55" E, coincident with said common line, a distance of 1389.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the most easterly corner of the herein described tract:

THENCE, departing said common line, over and across the 234.288 acre tract the following twenty-four (24) courses:

- 1.S 25°49'17" W, a distance of 216.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 2.S 39°30'38" W, a distance of 69.25 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 3.S 19°51'15" W, a distance of 120.32 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 4.S 47°45'10" W, a distance of 280.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 5.S 20°16'15" W, a distance of 63.67 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 6.S 44°17'32" W, a distance of 175.64 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 7.S 00°00'00" W, a distance of 119.44 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 8.S 36°05'09" W, a distance of 443.38 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a south corner of the herein described tract:
- 9.N 75°15'51" W, a distance of 61.76 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a south corner of the herein described tract:
- 10.N 18°14'53" W, a distance of 271.38 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 11.N 01°16'10" W, a distance of 141.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 12.N 25°45'18" E, a distance of 38.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 13.N 37°58'00" E, a distance of 185.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract:
- 14.N 52°02'00" W, a distance of 173.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 15.N 26°34'55" W, a distance of 192.76 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 16.N 00°00'00" W, a distance of 315.23 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 17.N 24°52'48" W, a distance of 167.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 18.N 00°12'32" W, a distance of 74.43 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 19.N 10°32'05" E, a distance of 74.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
- 20.N 16°57'41" E, a distance of 79.53 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract:
- 21.N 62°53'44" W, a distance of 242.39 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a westerly corner of the herein described tract:
- 22.N 27°06'16" E, a distance of 46.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract:
- 23.N 62°53'44" W, a distance of 36.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the most westerly corner of the herein described tract:
- 24.N 27°06'16" E, a distance of 126.66 feet to the POINT OF BEGINNING and containing 23.324 acres of land, more or less.



FINAL PLAT HARVEST RIDGE SUBDIVISION SECTION FOUR

A SUBDIVISION OF 23.324 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS



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



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

December 06, 2023

Ms. Melissa Lipiec, Planning Technician
City of Elgin
310 N. Main St.
Elgin, Texas 78621

RE: Harvest Ridge Section 4 – Final Plat Review

Dear Ms. Lipiec:

TRC has reviewed the following documents listed below submitted on December 05, 2023, by BGE, Inc (BGE).:

1. Final Plat, dated October 24, 2023
2. Other supporting documents submitted with the final plat: Development and Consent Agreement, First Amendment to Development and Consent Agreement, Application Packet, Authorization Letter, TCEQ Approval Letter, TCEQ WW Approval Letter, Limited Title Certificate, and Deed.

Our review finds that this document has been prepared in general conformance with the City of Elgin's Code of Ordinances and the Development and Consent Agreement between Bohn Homes, Altessa Municipal Utility District and the City of Elgin.

As TRC did not provide the detailed design of the submitted document, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and the Registered Professional Engineer that prepared the document and all responsibility for the engineering design, survey, 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,

A handwritten signature in blue ink, appearing to read "K. Beau Perry".

K. Beau Perry, P.E.
Regional Vice President

cc: Mr. J. Adam Berry, P.E., BGE, Inc.



Development Services Department

STAFF REPORT

Consideration of a Preliminary Plat

Date: December 12, 2023
Applicant: Chris Rawls, P.E., BGE Inc.
Hearing Date: December 18, 2023
Location: Travis County Appraisal District Parcel numbers 358784, 358785, 358786, and 358788 and Bastrop County Appraisal District Parcel numbers 15102, and 15702 located east of County Line Road, south of Lund Road and West of North State Highway 95 Bastrop County Parcel Numbers.

APPLICATION SUMMARY

Consideration of a Preliminary Plat for Lund Farms Phase 1 would contain a total of 395 single family lots, 23 open space lots, one amenity center, two utility/drainage lots, 25 blocks and 20,481 linear feet of streets on 86.967 acres of land. The Concept Plan for this development was approved as part of the Development and Consent Agreement approved by the Council earlier this year.

DEPARTMENT COMMENTS

TRC has reviewed the proposed Preliminary Plat and found that it conforms to the Development and Consent Agreement currently in place between the City and the Developer.

Attachments

1. Application and summary letter
2. Concept Plan
3. Proposed Preliminary Plat
4. TRC review letter

PRELIMINARY PLAT APPLICATION

Date: 9/18/2023New ☒ Modification ☐

Modification of _____

SITE INFORMATION

Project Address: 221 LUND RD ELGIN, TX 78621Parcel Identification Number (if no address): 15702

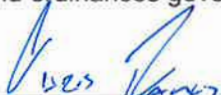
APPLICANT

Name: Chris Rawls

Postal Address: _____

E-Mail Address: crawls@bgeinc.com; Phone Number: (512) 879-0426

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.

	<u>Chris Rawls</u>	<u>9/18/2023</u>
Signature	Printed Name	Date

Project Description:

Section 1 of the overall Lund Farms Subdivision, a development of +/-570 acres.

Section 1 consists of 86.74-ac 395-single-family residential and 23-open space lots.

Infrastructure shall include roadways, water supply, wastewater, electrical,

telecommunication, and drainage improvements.





September 13th, 2023

The City of Elgin
Planning and Zoning
310 N Main Street
P.O. Box 591
Elgin, TX 7862

To whom it may concern:

We appreciate the opportunity to present this application for the preliminary plat of Lund Farms Section 1, an 86.74-acre, 395-lot single-family residential subdivision. This subdivision is the first Section of the Lund Farms Subdivision, a development consisting of roughly 1,856 single-family lots. The Consent and Development Agreement for this development was approved at the August 15, 2023 Elgin City Council meeting, along with the associated concept plan for the site. Drainage patterns and utilities have been designed to match those contemplated in the approved concept plan and attached engineer's report. Additional calculations, as well as electronic models, are available upon request. No tree survey is provided with this preliminary plan, as no trees are present within the limits of Section 1.

Thank you for your time, and if you have any questions or need any additional information, please call me at (512) 879-0426 or e-mail me at crawls@bgeinc.com.

Sincerely,

A handwritten signature in blue ink that reads "CHRIS RAWLS". The signature is stylized with a large, looped "R" and a distinct "C".

Chris Rawls, PE
Sr. Project Manager

SF Product Type	Approx. Yield		Percentage	
35'X120' ALLEY	90	90	4.8%	4.8%
40'X120' ALLEY	118	917	6.4%	49.4%
40'X120' FRONT	799		43.0%	
45' X 120' ALLEY	14	619	0.8%	33.3%
45'X120' FRONT	605		32.6%	
50'X120' FRONT	203	203	10.9%	10.9%
60'X120' FRONT	27	27	1.5%	1.5%
SFTOTAL	± 1,856		100.0%	100.0%
Total Proposed Blocks			85	
Total Proposed Streets			77710 LF	

Total Site Acreage		569.7 acres
Multi-Family	± 38.5 ac	± 648 un.
Mixed Use	± 7.5 ac	--
FEMA Floodplain		± 62.9 ac
Parkland		± 85.8 ac
Detention		± 22.2 ac

LEGEND

Site Boundary

Amenity



Lund Farm
exhibit d
concept plan



Elgin, Texas
05 / 01 / 2023

TBG
1501 E. 15th Street, Suite 101
Arlington, TX 76010
817.744.0779
tbg-ar.com
This plan was prepared by TBG for the use of the client and is not to be used for any other purpose without the written consent of TBG.

OWNER:
LUND FARM INVESTMENT LLC
5 BROOKVILLE LANE S
GLEN HEAD, NY 11545-23222

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

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

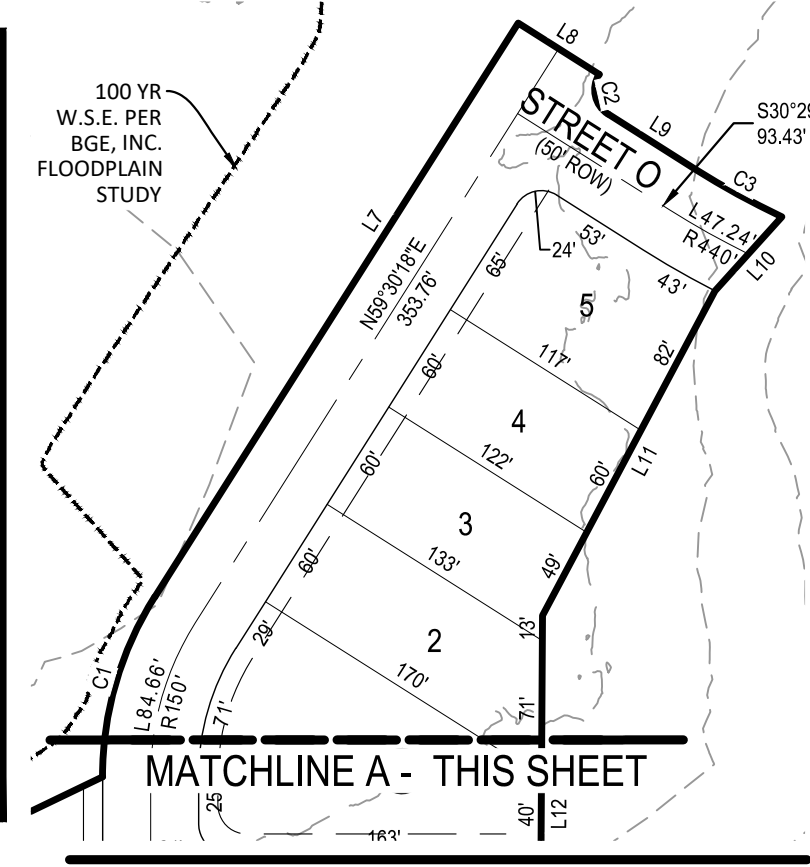
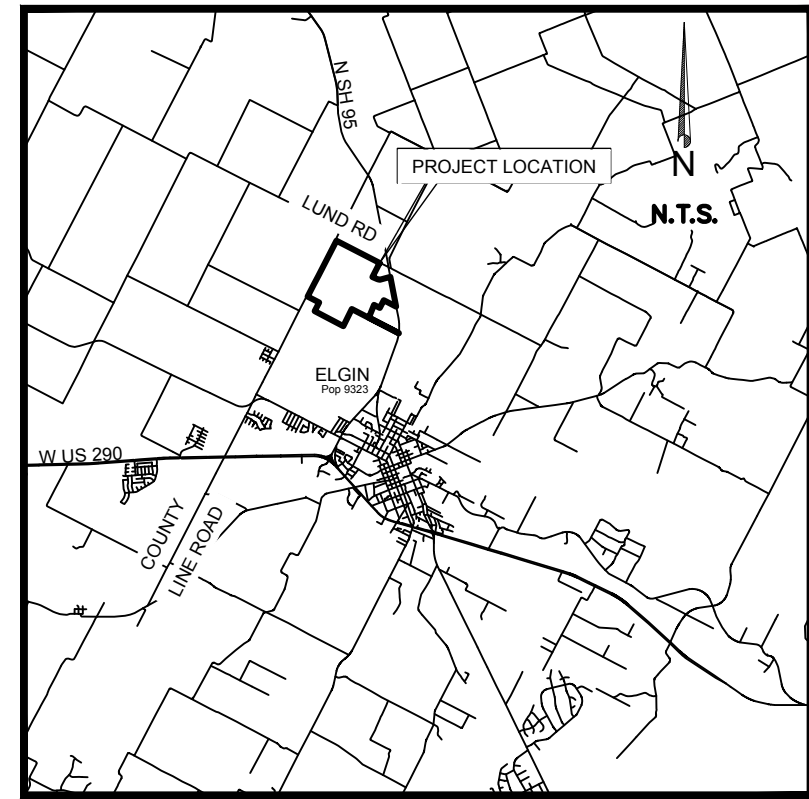
GAS SERVICE:
ATMOS ENERGY
151 I-35
ROUND ROCK, TEXAS 78681
512-415-8426

ELECTRIC SERVICE:
BLUEBONNET ELECTRIC
COOPERATIVE
155 ELECTRIC AVENUE
BASTROP, TEXAS 78602
800-842-7708

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

TV CABLE SERVICE:
SPECTRUM BUSINESS
205-602-6792

LUND FARMS SECTION 1 PRELIMINARY PLAT

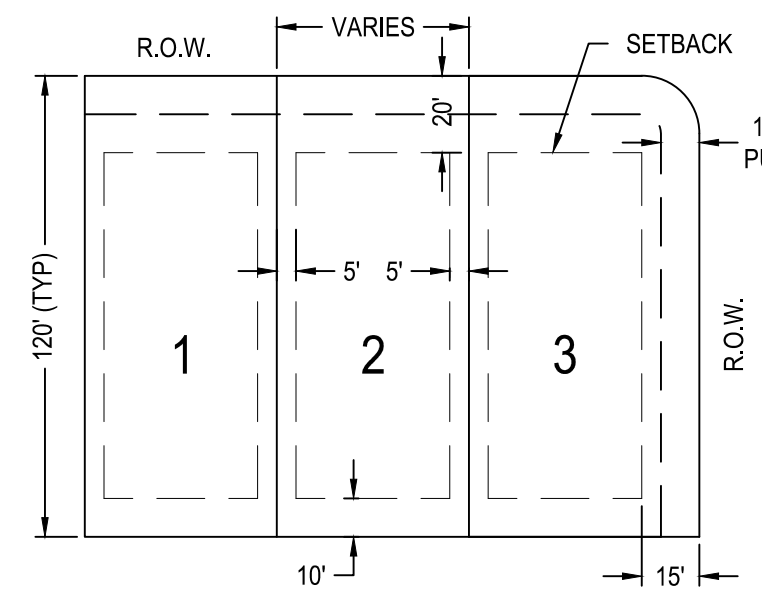


- LEGEND
- PROPERTY BOUNDARY
 - PROPOSED RIGHT OF WAY
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - ROAD CENTERLINE
 - PROPOSED LOT LINE
 - PROPOSED BLOCK SYMBOL
 - PROPOSED LOT NUMBER
 - PROPOSED SIDEWALK
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - FEMA ZONE A
 - 100 YR W.S.E. PER BGE, INC. FLOODPLAIN STUDY
 - SET 1/2" IRON ROD WITH "BGE INC" CAP
 - FOUND 1/2" IRON ROD
 - POINT OF BEGINNING

- FLOODPLAIN NOTES
- ALL FLOODPLAIN, BOTH ENGINEERED AND REGULATORY, IS TO BE CONTAINED WITHIN A DRAINAGE EASEMENT.
 - NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA (1% ANNUAL CHANCE OF FLOODING AREA) AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, PANEL NUMBER 48021C0025E, EFFECTIVE DATE OF JANUARY 19, 2006 FOR THE COMMUNITY BASTROP COUNTY, COMMUNITY NUMBER 481193.
 - FLOOD WARNING: THE DEGREE OF FLOOD PROTECTION REQUIRED BY THE BASTROP COUNTY FLOOD DAMAGE PREVENTION ORDER IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING CONSIDERATIONS. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. ACCEPTANCE OF THIS PLAT BY THE COMMISSIONERS COURT DOES NOT IMPLY THAT LAND OUTSIDE THE AREAS OF SPECIAL FLOOD HAZARDS OR USES PERMITTED WITHIN SUCH AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGES. NOR SHALL ACCEPTANCE OF THIS PLAT CREATE LIABILITY ON THE PART OF BASTROP COUNTY OR ANY OFFICIAL OR EMPLOYEE THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION LAWFULLY MADE THEREUNDER.
 - EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, INCLUDING SINGLE-FAMILY, DUPLEX, AND MULTI-FAMILY CONSTRUCTION.
 - NO STRUCTURES OR LAND USE INCLUDING, BUT NOT LIMITED TO: BUILDINGS, FENCES, LANDSCAPING THAT NEGATIVELY IMPACTS STORM WATER FLOWS SHALL BE ALLOWED IN AREAS DESIGNATED AS PONDS, DRAINAGE EASEMENTS, OR DETENTION/RETENTION AREAS.
 - DRAINAGE EASEMENTS, STORM WATER FACILITIES/FEATURES, AND EROSION CONTROLS SHALL BE MAINTAINED BY THE DISTRICT.
 - PROPERTY OWNERS, PROPERTY OWNERS AND THEIR ASSIGNS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY BASTROP COUNTY REPRESENTATIVES.

- NOTES:
- THIS SUBDIVISION LIES WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF ELGIN.
 - DEVELOPMENT STANDARDS FOR THIS SUBDIVISION SHALL COMPLY WITH THE LUND FARMS DEVELOPMENT AND CONSENT AGREEMENT.
 - SECTION 1 PRELIMINARY PLAT CONFORMS TO THE ADOPTED CONCEPT PLAN.
 - ALL DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE MUNICIPAL UTILITY DISTRICT (MUD).
 - NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF ELGIN AND BASTROP COUNTY.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
 - ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
 - ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
 - A 10" P.U.E. SHALL BE DEDICATED ADJACENT TO ALL ROAD FRONTAGES.
 - TOTAL ACREAGE: 86.967 AC
 - TOTAL LOTS: 421
 - SINGLE FAMILY LOTS: 395
 - OPEN SPACE LOTS: 23
 - AMENITY CENTER: 1
 - UTILITY/DRAINAGE LOTS: 2
 - NUMBER OF BLOCKS: 25
 - LINEAR FEET OF STREETS: 20,481 (SEE TABLE)
 - ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE AND MAINTAINED BY THE MUNICIPAL UTILITY DISTRICT.
 - THE ESTIMATED AVERAGE SINGLE FAMILY LOT SIZE IS 5,598 SF
 - < 6,000 SF: 321
 - 6,000 - 7,500 SF: 54
 - 7,500 - 9,000 SF: 12
 - > 9,000 SF: 8
 - REMAINING PARKLAND WILL BE INCORPORATED INTO FUTURE PLATS.
 - NO FENCING SHALL BE PLACED IN THE AQUA EASEMENT ALONG COUNTY LINE ROAD, AND FENCING SHALL NOT RESTRICT ACCESS TO AQUA WATER LINES OR AQUA WATER METERS
 - NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN AND OVER THE AQUA DEDICATED EASEMENT EXCEPT: AQUA INFRASTRUCTURE, GRASS, LANDSCAPING, AND DRIVEWAY OR SIDEWALK PAVING. AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING, OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITY.

- COUNTY NOTES:
- PERMITS: PROPERTY IN THIS SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING, BUT NOT LIMITED TO BASTROP COUNTY 9-1-1 ADDRESSING ASSIGNMENT, DRIVEWAY/CULVERT, DEVELOPMENT, FLOODPLAIN, ON-SITE SEWAGE FACILITY, AND LOST PINES HABITAT CONSERVATION PLAN. COUNTY PERMITS ARE OBTAINED AND ISSUED THROUGH THE BASTROP COUNTY DEVELOPMENT SERVICES DEPARTMENT.
 - NO LOT IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND ELECTRIC DISTRIBUTION SYSTEMS AND WASTEWATER COLLECTION FACILITIES.
 - ANY OBSTRUCTION IN THE COUNTY AND/OR TxDOT ROW MUST BE REMOVED AT THE OWNER'S EXPENSE.
 - NO STRUCTURES MAY BE BUILT IN ANY EASEMENT. ANY EXISTING STRUCTURES LOCATED IN A PUBLIC UTILITIES EASEMENT MUST BE REMOVED AT UTILITY COMPANY DISCRETION.
 - THE HOA WILL BE RESPONSIBLE FOR MAINTAINING THE OPEN SPACE
 - OSSF APPLICATIONS MAY BE DENIED ON LOTS WITH A SLOPE THAT IS 15% OR GREATER.



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

CHAIR, PLANNING & ZONING COMMISSION

DATE

SECRETARY, PLANNING & ZONING COMMISSION.

DATE

NO.	DESCRIPTION	REV	DATE
1	DESIGNED BY: BG		
2	REVIEWED BY: CR		
3	DRAWN BY: BG		

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

LUND FARMS SECTION 1
PRELIMINARY PLAT

PRELIMINARY PLAT OVERALL

SUBMITTAL DATE: 09-13-2023

12/11/23

SHEET 1 OF 5

G:\TXC\Projects\Lund_Farm_Investment_LLC\10400-Lund_Road_Farms\LD01_CADD\01_Shts\10400-C-SP-PRELIM.dwg Layout: LOT TABLES Plotted: 12/4/2023 4:28:50 PM

Line Table			
NUMBER	BEARING	DISTANCE	
L1	S48° 01' 17.85"E	193.88'	
L2	S17° 12' 41.11"E	139.07'	
L3	N25° 45' 37.28"E	131.18'	
L4	S86° 52' 26.10"E	408.91'	
L5	S87° 23' 51.98"E	192.41'	
L6	S88° 30' 03.74"E	255.53'	
L7	N59° 15' 18.32"E	353.76'	
L8	S30° 29' 41.68"E	50.00'	
L9	S30° 29' 41.68"E	53.43'	
L10	S69° 15' 57.65"W	52.00'	
L11	S55° 08' 19.63"W	191.48'	
L12	S27° 30' 51.50"W	123.71'	
L13	N62° 49' 54.60"W	18.29'	
L14	S27° 10' 05.40"W	50.00'	
L15	N62° 49' 54.60"W	5.00'	
L16	S27° 10' 05.40"W	90.00'	
L17	S62° 49' 54.60"E	322.69'	
L18	N18° 02' 53.04"E	5.00'	
L19	S71° 57' 06.96"E	50.00'	
L20	S18° 02' 53.04"W	4.72'	

Line Table			
NUMBER	BEARING	DISTANCE	
L21	S14° 51' 24.82"W	20.00'	
L22	S18° 02' 53.04"W	120.12'	
L23	S15° 23' 26.76"W	60.00'	
L24	S18° 02' 53.04"W	90.06'	
L25	S15° 46' 45.19"W	20.00'	
L26	S18° 02' 53.04"W	90.05'	
L27	S16° 13' 27.09"W	50.00'	
L28	S18° 02' 53.04"W	39.86'	
L29	S06° 52' 09.02"W	256.27'	
L30	S11° 04' 58.59"E	58.10'	
L31	N78° 55' 01.41"E	105.00'	
L32	S11° 04' 58.59"E	446.38'	
L33	S78° 55' 01.41"W	84.44'	
L34	S11° 04' 58.59"E	50.00'	
L35	S11° 04' 58.59"E	74.84'	
L36	N77° 36' 59.93"W	70.00'	
L37	N73° 54' 20.79"W	300.19'	
L38	N62° 29' 08.50"W	236.91'	
L39	S27° 30' 51.50"W	5.00'	
L40	N62° 29' 08.50"W	444.79'	

Line Table			
NUMBER	BEARING	DISTANCE	
L41	N77° 20' 03.48"W	247.45'	
L42	N70° 50' 16.26"W	20.00'	
L43	S12° 56' 05.51"W	73.77'	
L44	S12° 56' 05.51"W	50.00'	
L45	S12° 56' 05.51"W	101.23'	
L46	N77° 03' 54.49"W	50.00'	
L47	S12° 56' 05.51"W	114.81'	
L48	S27° 30' 54.72"W	308.69'	
L49	N62° 29' 05.28"W	212.86'	

Curve Table					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	32°20'13"	175.00'	98.77'	S74° 20' 11.86"E	97.46'
C2	90°00'00"	15.00'	23.56'	S14° 03' 18.32"W	21.21'
C3	7°08'19"	415.00'	51.71'	S34° 03' 51.12"E	51.67'
C4	90°00'00"	15.00'	23.56'	S72° 10' 05.40"W	21.21'
C5	90°00'00"	15.00'	23.56'	S17° 49' 54.60"E	21.21'
C6	6°39'07"	875.00'	101.59'	S66° 09' 28.33"E	101.53'
C7	92°28'05"	15.00'	24.21'	N64° 16' 55.49"E	21.67'
C8	92°51'50"	15.00'	24.31'	S28° 23' 01.74"E	21.74'
C9	0°19'39"	875.00'	5.00'	S74° 58' 45.86"E	5.00'
C10	0°29'06"	895.00'	7.57'	N74° 54' 02.41"W	7.57'
C11	87°17'37"	15.00'	22.85'	S61° 41' 41.70"W	20.71'
C12	92°23'27"	15.00'	24.19'	S28° 08' 50.41"E	21.65'
C13	0°15'39"	1045.00'	4.86'	S74° 28' 33.65"E	4.86'
C14	0°27'31"	1105.00'	8.85'	N74° 22' 47.56"W	8.85'
C15	87°48'05"	15.00'	22.99'	S61° 56' 05.51"W	20.80'
C16	92°02'06"	15.00'	24.09'	S27° 58' 09.93"E	21.59'

Curve Table					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C17	0°14'02"	1225.00'	5.00'	S74° 06' 13.86"E	5.00'
C18	0°18'53"	1245.00'	6.84'	N74° 03' 48.45"W	6.84'
C19	88°02'45"	15.00'	23.05'	S62° 04' 15.46"W	20.85'
C20	91°49'26"	15.00'	24.04'	S27° 51' 49.93"E	21.55'
C21	0°06'07"	1415.01'	2.52'	N73° 43' 28.19"W	2.52'
C22	88°16'41"	15.00'	23.11'	S62° 11' 13.79"W	20.89'
C23	11°10'44"	275.00'	53.65'	S12° 27' 31.03"W	53.57'
C24	17°56'35"	275.00'	86.12'	S02° 06' 41.24"E	85.77'
C25	90°00'00"	15.00'	23.56'	S56° 04' 56.59"E	21.21'
C26	1°08'57"	1025.00'	20.56'	S79° 29' 28.79"W	20.56'
C27	90°00'00"	15.00'	23.56'	S33° 56' 01.41"W	21.21'
C28	23°27'59"	325.00'	133.11'	S00° 39' 00.74"W	132.16'
C29	6°13'38"	175.00'	19.02'	S16° 02' 54.62"W	19.01'
C30	90°00'00"	15.00'	23.56'	S32° 03' 54.95"E	21.21'
C31	90°00'00"	15.00'	23.56'	S57° 56' 05.51"W	21.21'
C32	14°34'49"	475.00'	120.88'	S20° 13' 30.12"W	120.59'

LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	A	8216	
2	A	4800	
3	A	4800	
4	A	4800	
5	A	4800	
6	A	4800	
7	A	4800	
8	A	4800	
9	A	4800	
10	A	4800	
11	A	4800	
12	A	4800	
13	A	4800	
14	A	4800	
15	A	4800	
16	A	4800	
17	A	4800	
18	A	4800	
19	A	4800	
20	A	4800	
21	A	4800	
22	A	4800	
23	A	4800	
24	A	4800	
25	A	4800	
26	A	4800	
27	A	53757	O.S.

LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	D	8443	
2	D	5000	
3	D	5000	
4	D	5000	
5	D	5000	
6	D	5000	
7	D	5000	
8	D	5000	
9	D	5000	
10	D	5000	
11	D	6827	
12	D	7152	
13	D	5400	
14	D	5400	
15	D	5400	
16	D	5400	
17	D	5400	
18	D	5400	
19	D	5400	
20	D	5400	
21	D	5400	
22	D	8615	

LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	E	7395	
2	E	6600	
3	E	6600	
4	E	6503	

LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	F	8771	
2	F	5400	
3	F	5400	
4	F	5400	
5	F	6118	
6	F	7904	

LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	G	8448	O.S.
2	G	5625	
3	G	5625	
4	G	5625	
5	G	5625	
6	G	5625	
7	G	5625	
8	G	5625	
9	G	5625	
10	G	5625	
11	G	5625	
12	G	5625	
13	G	7452	
14	G	6827	
15	G	5000	
16	G	5000	
17	G	5000	
18	G	5000	
19	G	5000	
20	G	5000	
21	G	5000	
22	G	5000	
23	G	5000	
24	G	5000	
25	G	5000	
26	G	5036	
27	G	5206	
28	G	9620	

LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	H	6827	
2	H	5625	
3	H	5625	
4	H	5625	
5	H	5625	
6	H	5625	
7	H	5625	
8	H	5625	
9	H	5625	
10	H	5625	
11	H	7403	O.S.
12	H	6250	
13	H	5000	
14	H	5000	
15	H	5000	
16	H	5000	
17	H	5000	
18	H	5000	
19	H	5000	
20	H	5000	
21	H	5000	
22	H	6202	

LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	I	1794	O.S.
2	I	4919	
3	I	4929	
4	I	4938	
5	I	4949	
6	I	4959	
7	I	4969	
8	I	4979	
9	I	4989	
10	I	4999	
11	I	5028	
12	I	5787	
13	I	6955	
14	I	5520	
15	I	5486	
16	I	5677	
17	I	6190	
18	I	6703	
19	I	7217	
20	I	7730	
21	I	107967	DRAINAGE
22	K	5625	
23	K	5625	
24	K	5625	
25	K	5625	
26	K	5625	
27	K	5625	
28	K	5625	
29	K	5625	
30	K	5625	
31	K	5625	
32	K	7452	

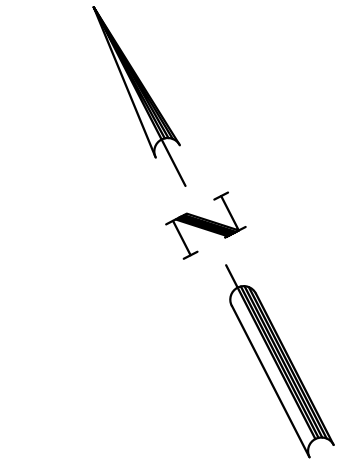
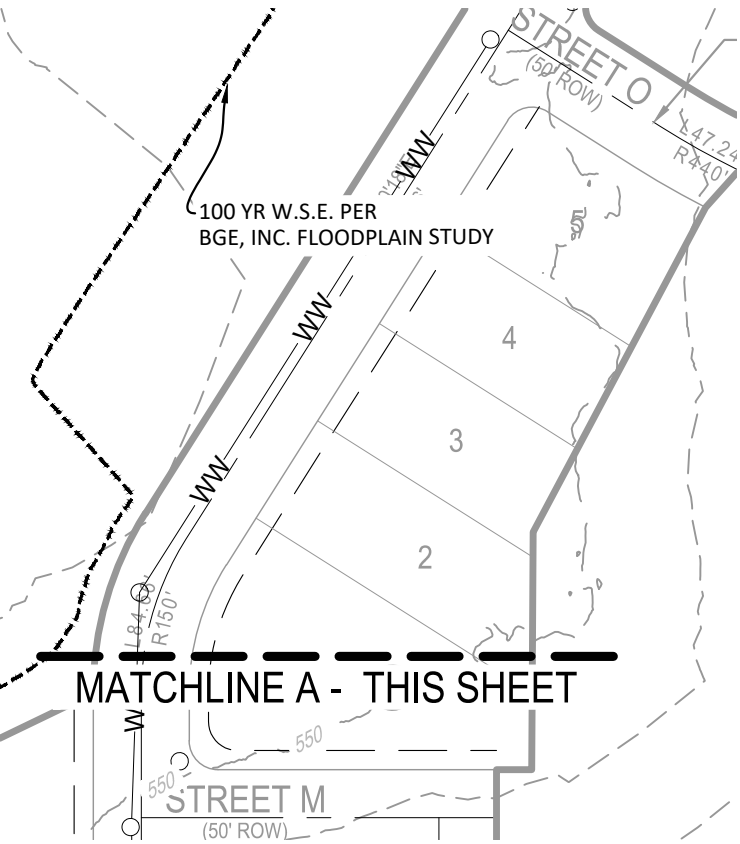
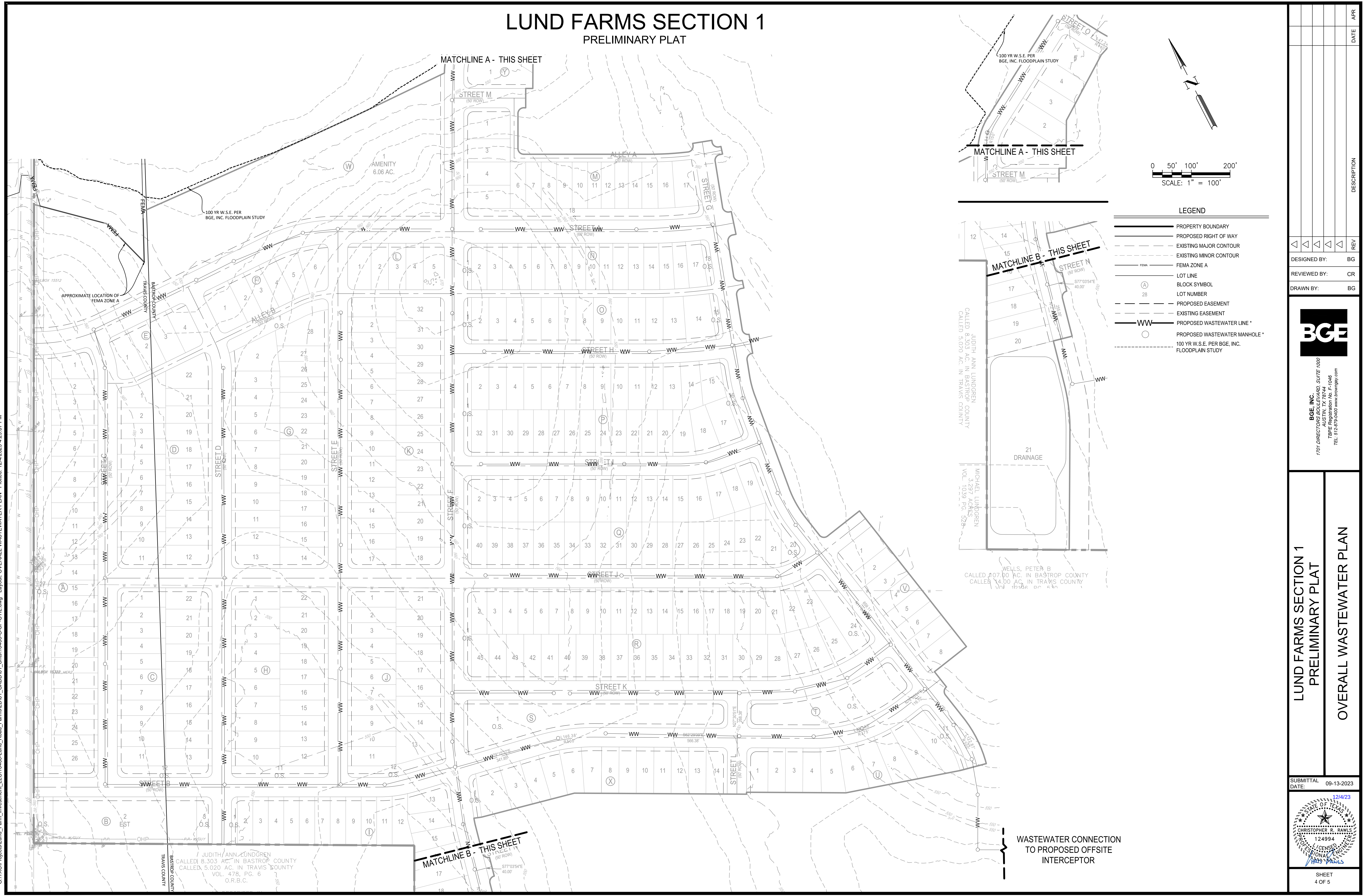
LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	J	6202	
2	J	5000	
3	J	5000	
4	J	5000	
5	J	5000	
6	J	5000	
7	J	5000	
8	J	5000	
9	J	5000	
10	J	5000	
11	J	6195	
12	J	7675	O.S.
13	J	8654	
14	J	5625	
15	J	5625	
16	J	5625	
17	J	5625	
18	J	5625	
19	J	5625	
20	J	5625	
21	J	6827	

LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	L	7171	
2	L	5400	
3	L	5400	
4	L	5400	
5	L	6436	

LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	M	9503	
3	M	7200	
4	M	7200	
5	M	7200	
6	M	4800	
7	M	4800	
8	M	4800	
9	M	4800	
10	M	4800	
11	M	4200	
12	M	4200	
13	M	4200	
14	M	4200	
15	M	4887	
16	M	4956	
17	M	7833	
18	M	18488	O.S.

LOT TABLE			
LOT #	BLOCK	AREA (SF)	USE
1	N	2303	O.S.
2	N	4800	
3	N	4800	
4	N	4800	
5	N	4200	
6	N	4200	
7	N	4200	
8	N	4200	
9	N	4200	
10	N	4200	
11	N	4200	
12	N	4800	
13	N	4800	
14	N	4796	
15	N	4369	
16	N	4369	
17	N	5196	
18	N	2304	O.S.

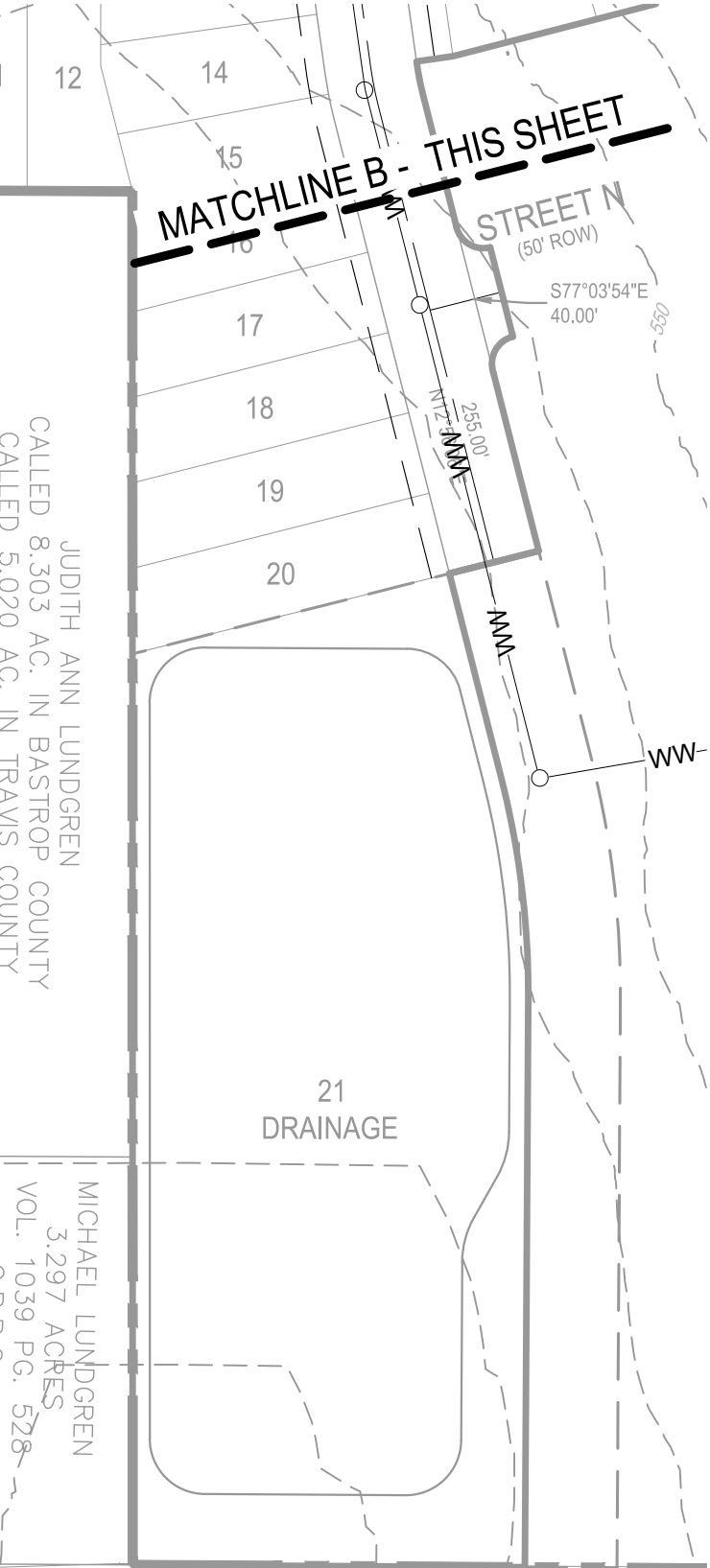
LUND FARMS SECTION 1
PRELIMINARY PLAT



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

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FEMA
- FEMA ZONE A
- LOT LINE
- BLOCK SYMBOL
- LOT NUMBER
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED WASTEWATER LINE *
- PROPOSED WASTEWATER MANHOLE *
- 100 YR W.S.E. PER BGE, INC. FLOODPLAIN STUDY



WASTEWATER CONNECTION
TO PROPOSED OFFSITE
INTERCEPTOR

DATE	REV	DESCRIPTION
APR		

DESIGNED BY:	BG
REVIEWED BY:	CR
DRAWN BY:	BG

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TYPE Registration No. F-1046
TEL: 712-979-5400 www.bgeinc.com

**LUND FARMS SECTION 1
PRELIMINARY PLAT**

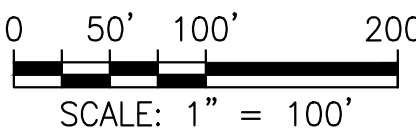
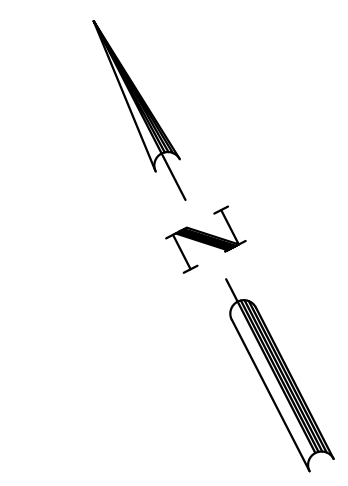
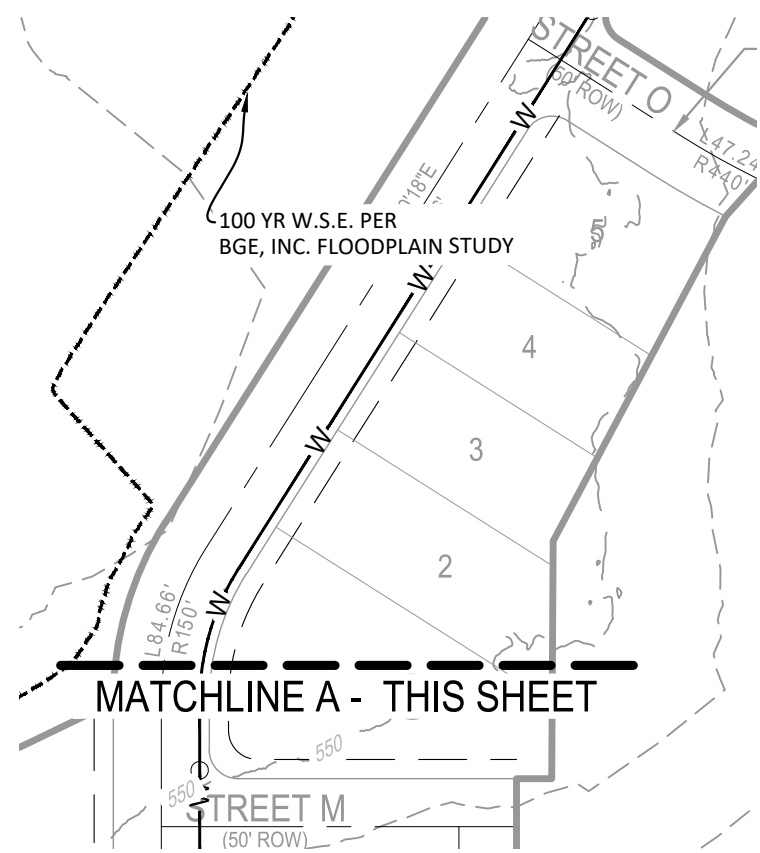
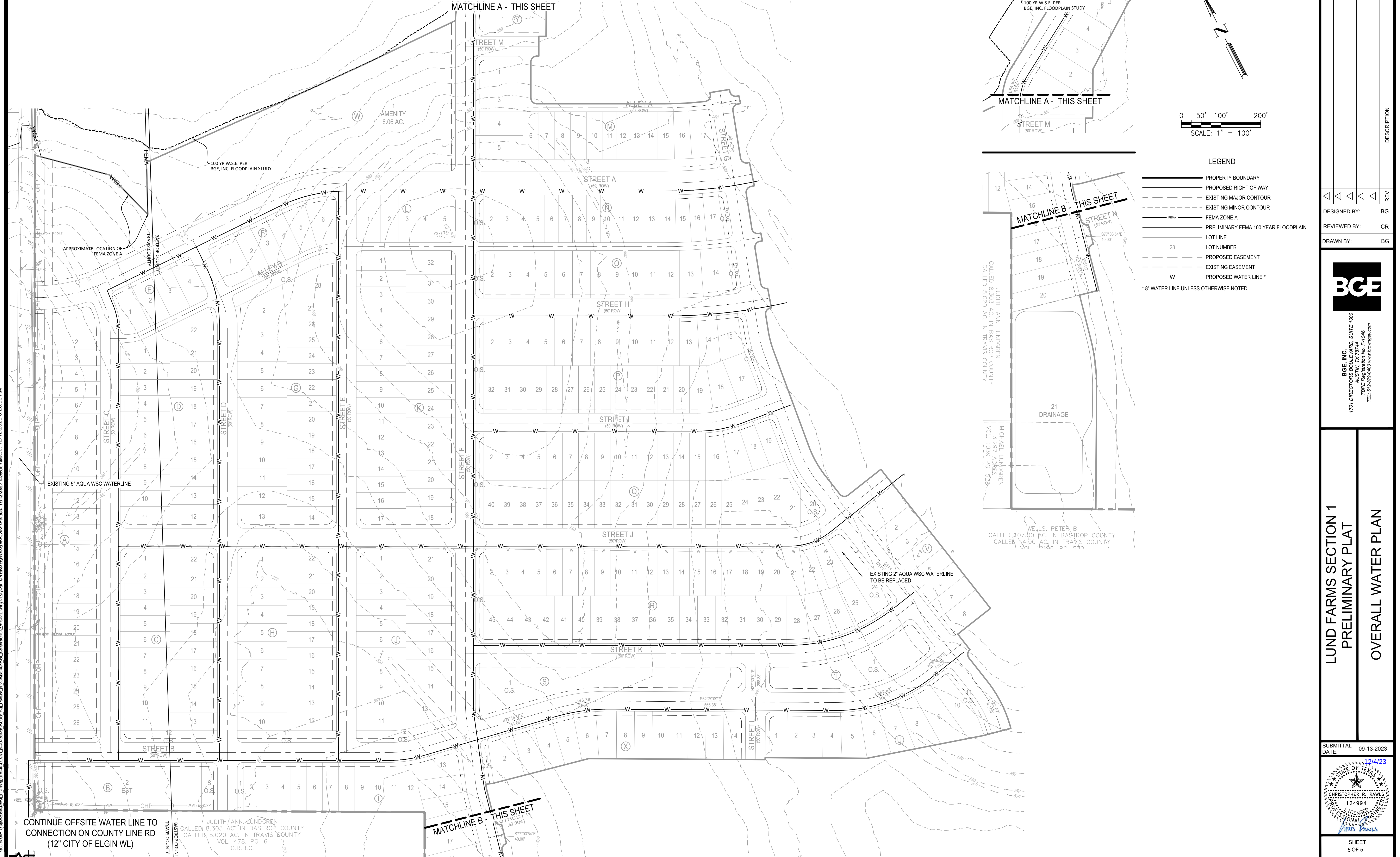
OVERALL WASTEWATER PLAN

SUBMITTAL DATE:	09-13-2023
DATE:	12/4/23

CHRISTOPHER R. RAWLS
124994
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

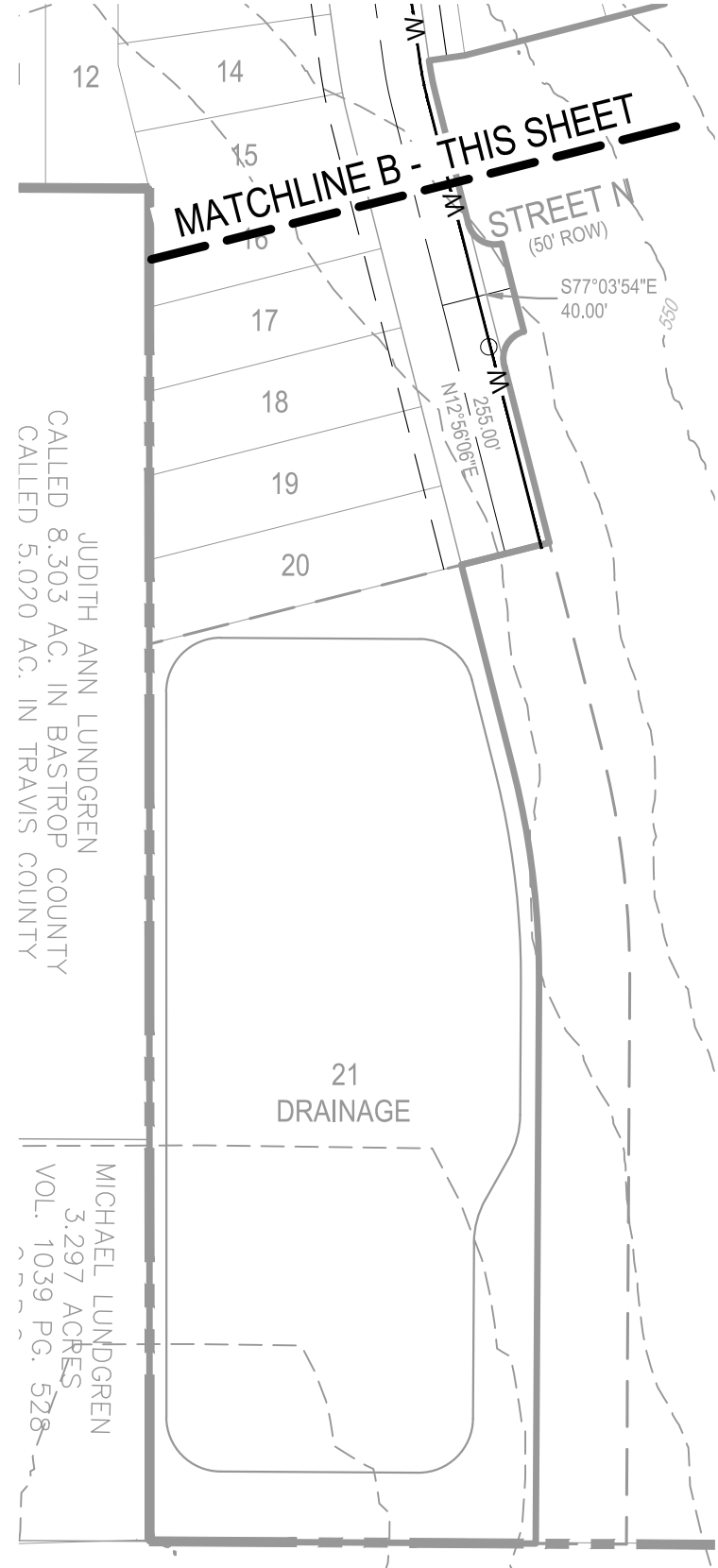
SHEET	4 OF 5
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LUND FARMS SECTION 1
PRELIMINARY PLAT



LEGEND

- PROPERTY BOUNDARY
 - PROPOSED RIGHT OF WAY
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - FEMA FEMA ZONE A
 - PRELIMINARY FEMA 100 YEAR FLOODPLAIN
 - LOT LINE
 - LOT NUMBER
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - PROPOSED WATER LINE *
- * 8" WATER LINE UNLESS OTHERWISE NOTED



CONTINUE OFFSITE WATER LINE TO CONNECTION ON COUNTY LINE RD (12" CITY OF ELGIN WL)

JUDITH ANN LUNDGREN
CALLED 8.303 AC. IN BASTROP COUNTY
CALLED 5.020 AC. IN TRAVIS COUNTY
VOL. 478, PG. 6
O.R.B.C.

DATE	DESCRIPTION
APR	
REV	
DESIGNED BY:	BG
REVIEWED BY:	CR
DRAWN BY:	BG

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TYPE Registration No. F-1646
TEL: 712-979-5400 www.bgeinc.com

**LUND FARMS SECTION 1
PRELIMINARY PLAT**

OVERALL WATER PLAN

SUBMITTAL DATE: 09-13-2023

12/14/23

CHRISTOPHER R. RAWLS
124994
CIVIL ENGINEERING

SHEET 5 OF 5



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

December 12, 2023

Ms. Melissa Lipiec, Planning Technician
City of Elgin
310 N. Main St.
Elgin, Texas 78621

RE: Lund Farms – Preliminary Plat Review

Dear Ms. Lipiec:

TRC has reviewed the following documents listed below submitted on December 11, 2023 by BGE Inc:

1. Preliminary Plat dated December 11, 2023.
2. Other supporting documents submitted with the preliminary plat: Comment response letter, HEC-HMS Model, HEC-RAS Model, Dry Creek Hydrology and Hydraulics Study, Existing Aqua Waterline markup, Legal Description.

Our review finds that this document has been prepared in general conformance with the City of Elgin's Code of Ordinances and the Development and Consent Agreement between Lund Farm Investment, LLC and the City of Elgin, however approval of the plat is contingent on the following information being provided prior to recordation:

1. General Comments:

- 1.1. Provide documentation from Aqua Water Supply Corporation on a final decision made for the existing single-family home that is currently under Aqua CCN and is being serviced. The decision is pending discussion with Aqua's board, staff and legal counsel.

As TRC did not provide the detailed design of the submitted document, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and the Registered Professional Engineer that prepared the document and all responsibility for the engineering design, survey, 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,

A handwritten signature in blue ink, appearing to read "K. Beau Perry".

K. Beau Perry, P.E.
Regional Vice President

cc: Mr. Chris Rawls, PE, BGE, Inc.



Development Services Department

STAFF REPORT

Review, Discuss, and provide Input regarding Amendment No. 1 to Briarwood Development and Consent Agreement

Date: December 11, 2023

Applicant: ATX Elgin Dev., LLC and Briarwood Municipal Utility District

WORKSHOP SUMMARY

The purpose of this meeting is to allow the Commission to review what has been turned in so far for the proposed Amendment No. 1 submittal, discuss, and offer input on this proposed item. This amendment would cover the additional approximately 75.608 acres of land which has been acquired by the Developer. This additional acreage is located south of US 290 and partially abuts US 290 as well as County Line Road as shown on the Concep Plan.

G:\TXC\Projects\Ashton Gray\10883-00-Elgin_78_Acre_Tract\LD\01_CADD\05_Exhibits\Concept plan\10883-CONCEPT PLAN.dwg Layout: CONCEPT PLAN Plotted: 10/24/2023 6:09:19 PM

- NOTES:
1. DEVELOPMENT STANDARDS FOR THIS SUBDIVISION SHALL COMPLY WITH AMENDMENT NUMBER 1 TO THE BRIARWOOD DEVELOPMENT AGREEMENT.
 2. TOTAL ACREAGE: 75.608 AC
 3. TOTAL LOTS: 8
 - a. TOWN HOME LOTS: 1
 - b. OPEN SPACE LOTS: 3
 - c. COMMERCIAL LOTS: 2
 - d. MULTI-FAMILY LOTS: 1
 - e. GARDEN STYLE MULTI-FAMILY/ TOWNHOME LOTS: 1
 4. NUMBER OF BLOCKS: 2
 5. LINEAR FEET OF STREETS: 580 (SEE TABLE)

OWNER:
ATX ELGIN, LLC
101 PARKLANE
BLVD., SUITE
102
SUGAR LAND,
TX. 77478

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

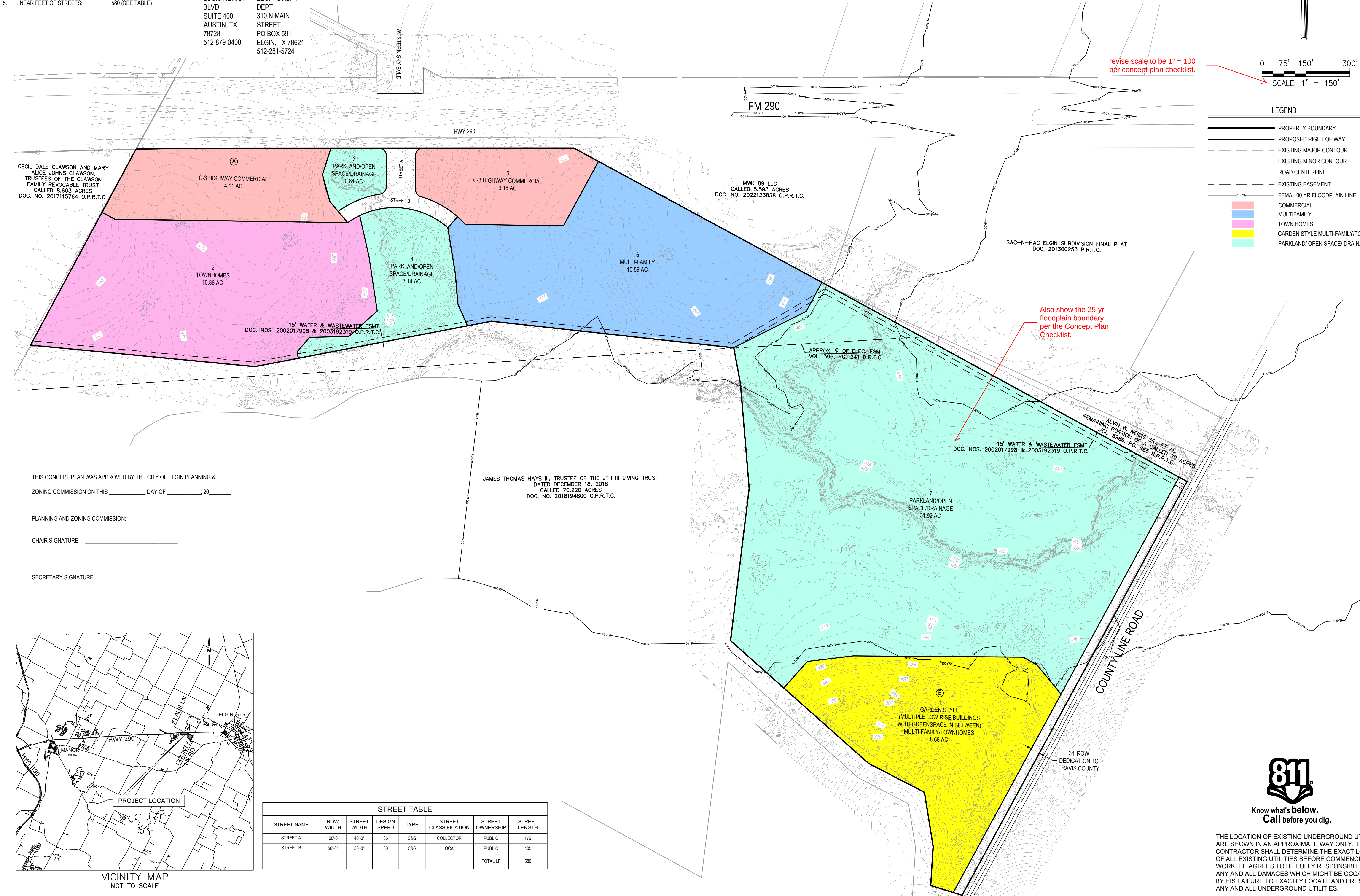
SURVEYOR:
BGE, INC.
101 WEST
LOUIS HENNA
BLVD, SUITE
400
AUSTIN, TX
78728
512-879-0400

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

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

ELGIN 75.608 ACRE TRACT

CONCEPT PLAN



DATE	DESCRIPTION
APR	

DESIGNED BY:

REVIEWED BY:

DRAWN BY:

BGE

BGE INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TPE Registration No. F-1946

ELGIN 75.608 ACRE TRACT
ELGIN, TEXAS

CONCEPT PLAN

FOR REVIEW ONLY. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JOHN KIM, PE #135480. NOT TO BE USED FOR BIDDING, PERMIT, OR CONSTRUCTION.

CONCEPT PLAN

AMENDMENT NO. 1 TO DEVELOPMENT AND CONSENT AGREEMENT

AMONG

CITY OF ELGIN, TEXAS,

ATX ELGIN DEV, LLC

AND

BRIARWOOD MUNICIPAL UTILITY DISTRICT

AMENDMENT NO. 1 TO DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §
 §

This Amendment No. 1 to Development and Consent Agreement (“*Amendment*”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop and Travis Counties, Texas, (the “*City*”), **ATX Elgin Dev, LLC**, a Texas limited liability (the “*Developer*”), and **Briarwood Municipal Utility District** (the “*District*”), a municipal utility district created pursuant to Article XVI, Sec. 59, Texas Constitution, and shall be effective as of the Amendment Effective Date, as defined below.

INTRODUCTION

The City and the Developer previously entered into the Development and Consent Agreement (the “*Agreement*”), dated June 13, 2022. The District, subsequent to its creation and in accordance with the Agreement, approved the Joinder in Development and Consent Agreement Among City of Elgin, Texas, ATX Elgin Dev, LLC, and Briarwood Municipal Utility District, dated February 9, 2023.

Developer has undertaken development of the initial 205.433 acres of land originally included in the District. Additionally, Developer has acquired an additional 75.608 acres of land in the vicinity of the District, as more particularly described on the attached **Exhibit “ ”** (the “*Additional Land*”) and has submitted the Petition to the City of Elgin, Texas, for Consent to Annexation of Land into Briarwood Municipal Utility District (78 acres), dated _____, and attached as **Exhibit “ ”** (the “*Annexation Petition*”).

Commented [JM1]: Fill in, provide Exhibit.

Commented [JM2]: Provide exhibit

Developer intends to develop the Additional Land as a mixed use development. Because the Additional Land constitutes a significant area that will be developed in phases under a master development plan, Developer, the City, and the District wish to adopt this Amendment, 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 the Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property and the Additional Land.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties’ agree to amend the Agreement as follows.

1. Article I of the Agreement is hereby amended to include the following new and/or revised definitions:

Amendment Effective Date: _____, 2023

Property: Approximately 283.433 acres, including 205.433 acres of land described by

metes and bounds on Exhibit “A” and 75.608 acres of land described by metes and bounds on Exhibit “ ”, being located within the City’s municipal boundaries.

Commented [JM3]: Provide exhibit

2. Article XI of the Agreement is hereby created to address the inclusion of the Additional Land in the Agreement and the development of the Additional Land:

ARTICLE XI DEVELOPMENT OF ADDITIONAL LAND

Section 11.01 Development Description. Developer proposed to construct a multi-phased residential and commercial project on the Additional Land (the “*Additional Land Development*”) that is projected to include approximately 91 townhome lots, to include 182 townhomes units, which may be constructed at BFR (build-for-rent) units. The Development will also include: (i) approximately 37.9 acres of parkland and open space; and (ii) approximately 18.85 acres of dedicated mixed-use, multifamily, or commercial development, for a total of 406 living unit equivalents, all as initially depicted on the Additional Land Concept Plan, attached as Exhibit “ ”, and the Additional Land Conceptual Master Plan, attached as Exhibit “ ”. The Additional Land is located wholly within the City’s Municipal Boundaries.

Commented [JM4]: Provide Exhibit

Commented [JM5]: Provide exhibit

Section 11.02 Road Improvements.

(a) **Generally.** Developer shall design and construct road and thoroughfares, on behalf of the District, to serve the Additional Land Development, as depicted on the attached Exhibit “ ” (the “*Roadway Improvement Exhibit*”). All roads will be constructed in accordance with all applicable City standards unless otherwise noted in this Amendment.

Commented [JM6]: Provide exhibit

(b) **Traffic Impact Analysis (“TIA”) and Road Facility Construction.** The Developer has submitted a TIA to TXDOT and Travis County for review. Developer, on behalf of the District, will undertake the construction of the following road facilities:

(i) Right turning lane entry into Driveway 1, as more particularly described in the Roadway Improvement Exhibit, that meets US-290 design speed. Must add 12’ of pavement on all turn lanes. Developers will not be allowed to use shoulders for their facilities;

(ii) Right turning lane entry into Western Sky Blvd south connection that meets US-290 design speed. Must add 12’ of pavement on all turn lanes. Developers will not be allowed to use shoulders for their facilities;

(iii) Left turning lane entry into Western Sky Blvd south connection that meets US-290 design speed. Must add 12’ of pavement on all turn lanes. Developers will not be allowed to use shoulders for their facilities;

(iv) Right turning lane onto County Line Road that meets US-290 design speed. Must add 12’ of pavement on all turn lanes. Developers will not be allowed to use shoulders for their facilities;

(v) Construction of Southern leg of signal at Western Sky Blvd with applicable signal timing modifications;

(c) **Additional Offsite Road Improvements.** Developer, on behalf of the District,

agrees to undertake or cause to be undertaken an additional \$260,000 of actual road improvements, not including engineering costs, representing the pro rata share attributable to the development of the Additional Land. The parties agree that such improvements shall serve and benefit the District. Developer will construct an east bound right turn lane on US 290 at County Line, estimated to cost \$260,000. Further, the parties agree that the Additional Offsite Road improvements will be constructed contemporaneously with the construction of the driveway to serve the portion of the Additional Land Development along County Line Road.

(d) Right-of-Way ("ROW") Dedication. Developer agrees to dedicate to the City 31' of ROW along County Line Road, along the eastern boundary of the Additional Land and as depicted in the Additional Land Concept Plan.

Section 11.03 School Donation. Developer agrees to pay to the City the sum of \$200 per LUE for all 406 LUEs to serve the Additional Land (a total of \$81,200); the "Additional Land School Donation") to be utilized by the Elgin Independent School District (the "ISD") to fund education and services within the ISD's boundaries. Developer, or subsequent purchaser as applicable, 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

Section 11.04 Water and Wastewater Service to the Additional Land.

(a) Aqua CCN Swap; Provision of Service. The parties confirm that the Additional Land is currently located within the certificate of convenience and necessity ("CCN") of Aqua Water Supply Corporation ("Aqua"). Subsequent to the approval of this Amendment by the City and annexation of the Additional Land by the District, the City Engineer will provide a letter to the Developer and/or District and the Developer or District will work with Aqua for the Additional Land to be "swapped" from Aqua's CCN to the City's CCN (the "CCN Swap"). The Developer, on behalf of the District, will be responsible for all costs associated with the CCN Swap, including the CCN Transfer Fee, estimated to be \$3,900 per developable acre.

Commented [DK7]: Is 3900/acre still applicable?

After completion of the CCN Swap, retail water supply and wastewater collection and treatment services to the Additional 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 406 living unit equivalents will be required to serve the Land in accordance with the Additional Land 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 Additional Land at flow rates and pressures (including residential fire flows at the point of delivery) 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. Relatedly, the City confirms that the City has existing capacity in its wastewater system to serve the Additional Land and that neither the District or the Developer will be required to participate in the expansion or construction of a wastewater treatment plant in order to serve the Additional Land. 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. If necessary, Developer will provide easements within the area of the District in accordance with applicable City ordinance requirements. As part of the consideration for Developer's performance under this Amendment, City agrees that, for the first six years after the Amendment Effective Date, 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 after the Amendment Effective Date, impact fees shall be paid in accordance with the then current fees that have been adopted by the City.

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 Additional Property and within the Additional Property, as further described in this Amendment. 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.

(b) Water Improvements. Developer, on behalf of the District, intends to make two connections to a 12" waterline across US 290 from the Additional Land and shall be responsible for all costs relating to the connections to the existing City waterline. Developer will coordinate with TXDOT relating to the connections as it is anticipated that boring under US 290 will be required at both locations. The Developer will be required to extend the proposed water line along County Line Road to serve the Additional Land. As of the Amendment Effective Date, the Developer estimates a cost of \$1,020,000, excluding internal improvements to be undertaken within the Additional Land, for the offsite water improvements.

(c) Wastewater Improvements. Based on preliminary designs, the Developer, on behalf of the District, agrees to construct a lift station to convey the flow of wastewater from the Additional Land along US 290, to an existing lift station operating as part of the City's wastewater system. The Developer will construct approximately 3,300 LF of 8" force main from the proposed lift station to the existing lift station. Additionally, Developer, on behalf of the District, agrees to construct an additional gravity line along County Line Road to convey wastewater from the Additional Land to the same lift station. As of the Amendment Effective Date, the Developer estimates a cost of \$1,900,000, excluding internal improvements to be undertaken within the Additional Land, for the offsite wastewater improvements.

(d) Oversizing of Water and Wastewater Facilities Serving the Additional Land. In accordance with this Section 11.04, Developer, on behalf of the District, will design, permit and construct the water and wastewater utilities to serve only the Additional Land; 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 Additional Land (the "Additional Land 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 Additional Land 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 this Section 11.04. Upon request, the City will provide an accounting of the application of impact fee credits relating to the Additional Land Oversized Project from time to time. Developer will undertake the payment of Impact Fees in the Additional Land Development in typical fashion after all impact fee credits have been exhausted.

After a cost sharing agreement has been finalized for any proposed Additional Land Oversized Project, the Developer, on behalf of the District, will advertise the Additional Land 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 Additional Land 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 Additional Land 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.

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.

Section 11.05 Phased Development; Concept Plan

(a) Phased Development. Developer intends to develop the Additional Land in phases. Portions of the Additional Land not under active development may remain in use as income-producing agricultural lands or as open space land.

(b) Concept Plan; Exceptions. The City hereby confirms (i) that it approves the Additional Land Concept Plan, attached as Exhibit " " and (ii) that the Additional Land Concept

Commented [JM8]: Provide exhibit

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 Additional Land Concept Plan and confirms that the Additional Land Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Additional Land Development is a large project that will be developed over a number of years. As such, the City agrees that Developer may implement the Additional Land Development with minor changes to the Additional Land Concept Plan without returning to the City for additional approval.

(c) Development Review and Approval; Moratorium.

(i) 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 Additional Land.

(ii) 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 Additional Land.

(d) Terms of Approvals; Amendments.

(i) 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.

(ii) Amendments. Due to the fact that the Additional Land comprises a significant land area and its development will occur in phases over a number of years, modifications to the Additional Land Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Additional Land Concept Plan that do not increase the overall density of development of the Property will not require an amendment to the Additional Land Concept Plan. Minor changes to the Additional Land 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 Additional Land (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 Additional Land Concept Plan or City approval; however, no changes may be made to the Additional Land Concept Plan that would reduce the amount of land dedicated to parkland use unless approved by the City. Major changes to the Additional Land 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 Additional Land Concept Plan or additional City approval, regardless of the resulting increase in density of development.

Section 11.06 Consent to Annexation of the Additional Land into the District. The Developer has submitted the Annexation Petition to the City. The City acknowledges receipt of the Petition, in accordance with Section 42.042, Texas Local Government Code, as applicable, and Section 54.016, Texas Water Code, for the annexation of the Additional Land into the District. Concurrently with the approval of this Amendment, the City shall consider a separate consent resolution (the “Annexation Consent Resolution”), a form of which is attached as **Exhibit “ ”**, consenting to the inclusion of the Additional Land into the District. The City agrees that the Annexation Consent Resolution will constitute and evidence the City’s consent to the annexation of the Additional Land into the District, in accordance with Section 42.042 of the Texas Local Government Code, as applicable, and Section 54.016 of the Texas Water Code, and that no further consent will be required on the part of the City to evidence the City’s consent to the annexation of the Additional Land into the District.

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Section 11.07 Development Matters.

(a) Generally. Developer will have the right to select the providers of CATV, gas, electric, telephone, and telecommunications, or to provide “bundled” utilities within the Additional Land.

(b) Fire Protection Services. The City and Developer understand and acknowledge that an ESD exists which includes all of the Additional Land. The District and Developer agree to cooperate with the ESD to provide fire protection services to the Additional Land.

(c) Permitted Variances to City Development Requirements. In order to facilitate the development of the Additional Land, 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 “ ”**, attached hereto and made a part hereof.

(d) 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 on the Additional Land. 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 Additional Land shall be borne by the Developer.

Section 11.08 Parkland and Drainage Facilities.

(a) Additional Land Parkland Facilities.

(i) Developer agrees that the trails, parkland, and open space shown on the

Additional Land Concept Plan and/or the Additional Land Park Plan (the “*Additional Land 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 Additional Land now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required.

(ii) Developer agrees to design and construct, on behalf of the District, a vast 37.9 acre park space to include, multi-use trails with related monumentation, pedestrian bridges, natural preserved open space, a disc golf course, two playgrounds, ball courts/ball fields, and related shade structures, as depicted and described on the attached Exhibit “ ” (the “*Additional Land Park Plan*”). As of the Amendment Effective Date, the Developer estimates that the Additional Land Parkland Facilities will cost approximately \$1,000,000 to construct. Developer, on behalf of District, will undertake construction of Additional Land Parkland Facilities, as detailed in the Additional Land Park Plan, upon platting of such land. Developer will not be required to construct any dedicated parking facilities or additional parking spaces on the Additional Land to serve the Additional Land Parkland Facilities. 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 Additional Land Park Plan. After construction of the Additional Park Facilities, the Developer shall convey the Parkland Facilities to the District or HOA, as applicable, and the Parkland Facilities will be operated and maintained by the District or the HOA, as applicable. After conveyance to the District or HOA, any substantial modifications or improvements to the Additional Land Parkland Facilities shall require the consent of the City.

Commented [JM10]: Parkland shown on the Concept Plan Exhibit adds up to a total of 35.9 acres of parkland.

Commented [JM11]: Provide exhibit

(b) Shenandoah Parkland Donation. As consideration for the consideration of this Amendment, the Developer agrees to undertake a total of \$400,000 of donations to the City to be used for improvements to Sheandoah Park. Upon acceptance of the donations, the City agrees to use such funds for such purposes. Developer will undertake four donations of \$100,000, as noted on the schedule below:

Donation One—within 90 days of the Amendment Effective Date

Donation Two—upon provision of utility service to 100 LUEs on the Additional Land

Donation Three—upon provision of utility service to 200 LUEs on the Additional Land

Donation Four—upon provision of utility service to 300 LUEs on the Additional Land

(c) Drainage Facilities. Developer shall construct, on behalf of the District, all drainage facilities necessary to serve the Additional Land. Subsequent to construction, Developer will convey all drainage facilities to the District for operation and maintenance.

(d) Trees. Developer will undertake best efforts to preserve trees on the Additional Land to enhance the beautification of the land. Additionally, appropriate tree protection will be undertaken for Heritage and Significant Trees, as defined by Section 36-3 of City’s Code of Ordinances, to ensure the protection of existing trees.

Section 11.09 Authority and Vesting of Rights. This Amendment 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 Amendment to authorize certain land uses and development on the Additional land; provide for the uniform review and approval of plats and development plans for the Additional Land; provide exceptions to certain ordinances; and provide other terms and consideration. A memorandum of this Agreement may be filed by Developer in the real property records of Travis County.

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

3. The following exhibits are attached to this Amendment, and made a part of the Agreement for all purposes:

<u>Exhibit “ ”</u>	Description of the Additional Land
<u>Exhibit “ ”</u> -	Annexation Petition
<u>Exhibit “ ”</u> -	Roadway Mitigation Exhibit
<u>Exhibit “ ”</u> -	Additional Land Concept Plan
<u>Exhibit “ ”</u> -	Annexation Resolution
<u>Exhibit “ ”</u> -	Additional Land Permitted Variances
<u>Exhibit “ ”</u> -	Additional Land Park Plan

Commented [JM12]: Provide exhibits

4. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Agreement.

5. Except as specifically amended herein, all provisions of the Development Agreement are hereby acknowledged and ratified by the Parties hereto to be in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, this Amendment will control and modify the terms and provisions of the Agreement.

6. This Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart.

7. The City certifies, represents, and warrants that the execution of this Amendment 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.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

(signatures on the following page)

CITY OF ELGIN, TEXAS

By: _____
Ron Ramirez, Mayor

Commented [JM13]: Update Mayor

Date: _____

ATTEST:

By: _____
Jennifer Stubbs, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022, by Ron Ramirez, Mayor of the City of Elgin, Texas, a home-rule city on behalf of said City.

(Seal)

Notary Public Signature

ATX Elgin Dev, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022, by _____, _____ of ATX Elgin Dev, LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal)

Notary Public Signature

**BRIARWOOD MUNICIPAL UTILITY
DISTRICT**

By: _____
Brent Cooke, President

Date: _____

ATTEST:

By: _____
Steve Rye, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by Brent Cooke, President of Briarwood Municipal Utility District, a local government entity created pursuant to Article XVI, Section 59, Texas Constitution, on behalf of said District.

(Seal)

Notary Public Signature

EXHIBIT “A”
THE PROPERTY

EXHIBIT “B”

EXHIBIT “C”

EXHIBIT “D”

EXHIBIT “E”

EXHIBIT “F”
PERMITTED VARIANCES TO CITY DEVELOPMENT REQUIREMENTS

For the avoidance of doubt, the City acknowledges and agrees that the Additional Land 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(k) – A preliminary plat shall expire 10 years after the date of approval.

4. Sec. 36-56 – In consideration of the preservation of significant native open space on the Additional Land, no tree preservation plan shall be required for the development on the Additional Land, no actions or approvals from the City will be required relating to the removal of trees on the Additional Land, and no tree mitigation will be required on the Additional Land.

5. Sec. 36-58—All walls, if required, will be six feet in height and constructed utilizing allowable materials, per Subsection 36-58(a)(2). .

6. Sec. 36-60(d)—Due to the anticipated densities of the residential construction on the Additional Land, no dedicated parking spaces shall be required relating to the neighborhood delivery of mail and/or collection box units.

7. 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.

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

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

Commented [JM14]: There are plenty more trees on this property, especially within the floodplain compared to Briarwood.

Commented [KD15R14]: Contradicts with Section 11.08 (d) above

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

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

12. Sec. 36-202(b)(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.

13. Sec. 36-202(b)(3)—The maximum length of a loop road shall be 800 feet provided the total length of the loop does not exceed 1,500 feet.

14. 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.

15. Sec. 36-312(b)(2)(c)—For a major waterway, the boundaries of the buffer zone are one hundred fifty (150) feet from the centerline of the waterway.

16. Sec. 36-313(a) – 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.

17. 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.

18. 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.

19. 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.

20. Sec. 46-333 (2)—For multiple-family dwellings the side yard shall be ten feet where no windows or other openings for light face the side yard. In all other cases the minimum depth shall be not less than 10 feet, including a side setback of 10 feet. In all cases, where the side yard is adjacent to a side street, the side yard shall not be less than ten feet. Where the corner lot is a key lot, the required front yard shall be provided in both streets.

21. Sec. 46-333 (3)—For multiple-family dwellings, same as side yard except where property backs up to residentially zoned property the rear yard must have a depth of 10 feet including parking areas. In addition, as the Additional Land does not abut any single

Commented [DK16]: Is this exhibit specific to the amendment or the overall document? There only appears to be MF and townhomes in the Additional Land, but no single family lots.

family lots, no brick, stone or acceptable masonry or other cementitious material walls will be required.

22. Sec. 46-635(a)(1)—For two-family homes, a total of two parking spaces, either within a garage or within a driveway, will be required and tandem parking shall be permissible.

23. Sec. 46-635(a)(3)—Car ports shall be permissible and considered to be covered parking and at least 15 percent of overall parking shall covered parking.

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”