ELGIN PLANNING & ZONING COMMISSION AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
July 22, 2024
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. May 20, 2024 Minutes

IV. NEW BUSINESS

1. **Project #202400054: A Specific Use Permit for the operation of a non-profit Christian microschool known as "Christian Steward Academy" located on a parcel of land known by the Bastrop County Central Appraisal District as Parcel 133003, at 1126 Swenson Blvd, Suite E.**
    - **A. Staff Presentation**
    - **B. Application Presentation**
    - **C. Open Public Hearing**
    - **D. Close Public Hearing**
    - **E. Discussion**
    - **F. Recommendation**

V. ANNOUNCEMENTS

VI. ADJOURNMENT

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 June 14, 2024, in accordance with Chapter 551 of the Texas Government Code.

Beau Perry, Development Services Director

MINUTES
CITY OF ELGIN PLANNING AND ZONING COMMISSION
REGULAR MEETING
MONDAY, MAY 20, 2024

I. CALL TO ORDER – ROLL CALL: The Chair called the meeting to order at 6:29 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, Jason Tatum, Berney Williams, Dorothy McCarther, David Lanford (arrived at 6:33) and Scott Mackay.
COMMISSION ABSENT: None.
STAFF PRESENT: Beau Perry, City Engineer, and Development Services Director; Melissa Lipiec, Secretary; Michael Gonzales, Public Works Director.

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

III. CONSENT AGENDA

1. Correction to March 25, 2024, Minutes.
2. April 22, 2024, Minutes.

Scott Mackay asked that the April 22, 2024, Minutes be pulled for discussion. The Chair moved the April 22, 2024, Minutes to New Business item 0.1.
Scott Mackay moved that the Commission approve the correction to the March 25, 2024, Minutes. Ronnie Creppon seconded the motion. The motion passed unanimously with all members present voting aye.

IV. NEW BUSINESS

0. April 22, 2024, Minutes.
Scott Mackay noted that he voted against the motion on item 1, section F, so the vote should have been three for and one against. Melissa Lipiec noted the correction and the Chair called for a motion. Scott Mackay made a motion to approve the April 22, 2024, minutes as corrected. Jason Tatum seconded the motion, and a vote was taken. The motion passed unanimously with seven ayes.

1. Project #: 202400035: An ordinance granting a specific use for the construction and operation of an automatic car wash facility located on a parcel of land known by the Bastrop County Central Appraisal District as Parcel number 8720039 located at 617 W Brenham Street, Solid Ground Replat, Lot 3, on 1.2 acres of land at the corner of West Brenham Street and Highway 290.
   A. Staff Presentation – Beau Perry reminded the Commission that our zoning ordinance does not allow for a stand-alone car wash, so the applicant is required to apply for a Specific Use Permit.
   B. Applicant Presentation – Amir Namakforoosh of Southtown Engineering & Consulting LLC gave a brief description of the project and stated that he was present to answer any questions.
   C. Open Public Hearing – The public hearing was opened at 6:39 P.M. There was one member of the public who offered comments:
   Ben Turrubiarte of 622 West Brenham Street spoke against the item citing drainage, traffic congestion, water pressure and noise concerns.
   D. Close Public Hearing – The public hearing was closed at 6:43 P.M.
   E. Discussion – There was some discussion among the Commission and Staff regarding imposing a time limit on the permit. Beau Perry stated that if the use of the property changes, then the specific use permit becomes void.

IV. NEW BUSINESS (Cont.)

F. Recommendation – David Lanford moved that the Commission recommend approval of the Specific Use Permit with no expiration. Jason Tatum seconded the motion. The motion passed unanimously with a vote of seven (7) for and zero (0) against.

2. Review and make possible recommendation to Elgin City Council on updated land use assumptions.
   A. Staff Presentation – Beau Perry stated that the Planning and Zoning Commission also serves as the Capital Improvements Advisory Committee whose task is to advise the City Council on the need to update or revise the land use assumptions. Beau stated that the last time the land use assumptions were reviewed and updated was in 2019. He also stated that the land use plan is what backs up the need for the Capital Improvements Plan and the need to amend the impact fees.
   B. Discussion – There was discussion between the Commission and Staff regarding what impact fees are and the process for adopting them, including the need to update land use assumptions at least every five years.
   C. Recommendation – Scott Mackay moved that the Commission recommend approval of the updated land use assumptions as presented. Ronnie Creppon seconded the motion. The motion passed unanimously with a vote of seven (7) for and zero (0) against.

3. Review and make possible recommendation to Elgin City Council on Capital Improvements Plan Report and possible update of or amendment of the Water and Wastewater Impact Fees.
   A. Staff Presentation – Beau Perry explained that the Capital Improvements Plan is essentially what is needed to keep up with the growth over the next ten years.
   B. Discussion – There was discussion between the Commission and Staff regarding the assessment of and use of impact fees. A need for a second wastewater treatment facility to serve the western part of town has been identified.
   C. Recommendation – Jason Tatum moved that the Commission recommend approval of the updated Capital Improvements Plan and adoption of the maximum eligible impact fees. Ronnie Creppon seconded the motion, and a vote was taken. The motion passed with a vote of seven (7) for and zero (0) against.

RECESS - The Chairman called a brief recess at 7:30.

RECONVENE – The Chairman called the meeting to order at 7:32 at the workshop tables.

V. WORKSHOP

Review, discuss, and provide input regarding Austin Gateway Consent and Development Agreement. Beau Perry stated that this development had been in the City's ETJ but had been removed at the property owner's request. The property owner is proposing a Municipal Utility District for this development and the Consent and Development Agreement will bring the property back into the ETJ. The Agreement will also allow the City to annex the commercial properties along 290. The Commission was generally in favor of the development.

VI. ANNOUNCEMENTS - None

VII. ADJOURNMENT

The meeting was adjourned at 8:07 P.M.

_____

Antonio Prete, Chairman

ATTEST:_____

Melissa Lipiec, Secretary

On a motion by _____, seconded by _____ the foregoing instrument was passed and approved on this _____ day of _____, 2024.

Development Services Department

STAFF REPORT

Consideration of a Specific Use Permit

Project #202400054

Date: July 17, 2024

Applicant: Carl Crittendon

Hearing Date: Planning & Zoning Commission – July 22, 2024

City Council – August 6, 2024

Location: Bastrop County Parcel Number 133003, 1126 Swenson Blvd., Suite E

APPLICATION SUMMARY

Consideration of a Specific Use Permit for the operation of a non-profit Christian microschool known as "Christian Steward Academy" for low-income families offering kindergarten through 12th grade on property located on a parcel of land known by the Bastrop County Central Appraisal District as Parcel 133003, located at 1126 Swenson Blvd., Suite E (Elgin Business Park Part, Lot 3, Acres 2.306 (Amended Plat of Part of Lot 1)) City of Elgin, Texas, Bastrop County.

DEPARTMENT COMMENTS

WGA has reviewed the proposed application and found that following a resubmittal it does not address all staff comments. The parking lot coordination plans claim a maximum of 10 students, whereas the expected occupancy is not included in the application and was described as a maximum of 20 students within email correspondence. The provided parking capacity calculation does not account for the other tenants of the 1126 Swenson Blvd. or the adjacent 1122 Swenson Blvd. and their parking requirements in the shared lot. There has been no traffic impact analysis or alternate documentation that confirms that Swenson Blvd. will not be congested by the daily traffic flow as cars wait to enter or leave the property. There is no confirmation from the owner agreeing to the proposed parking lot coordination plan acknowledging that all queuing must be on private property and off of Swenson Blvd., which will impact other tenants and unit access points. Floor plans of the suite were not provided.

ATTACHMENTS:

1. Application
2. Site Floor Plans
3. Owner's Authorization
4. Lease Agreement
5. Tenant List
6. Traffic Flow Diagram
7. Applicant Comments

SPECIFIC USE APPLICATION

Date: 6/21/2024

SITE INFORMATION

Project Address: 1126 SWENSON BLVD., SUITE E, ELGIN, TX 78621

Parcel Identification Number (if no address):

APPLICANT

Name: CARL CRITTENDON

Postal Address: 1620 DRAGONFLY LOOP, BASTROP, TX 78602

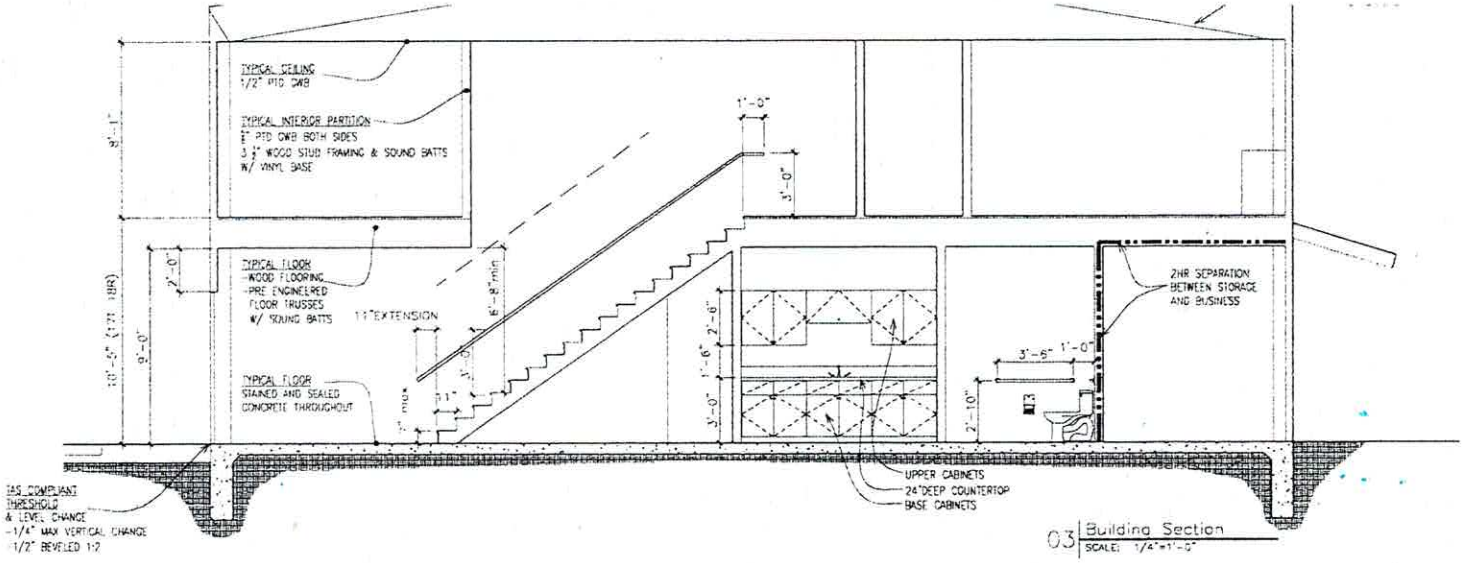
E-Mail Address: carl@christiansteward.education; **Phone Number:** 512-200-2223

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

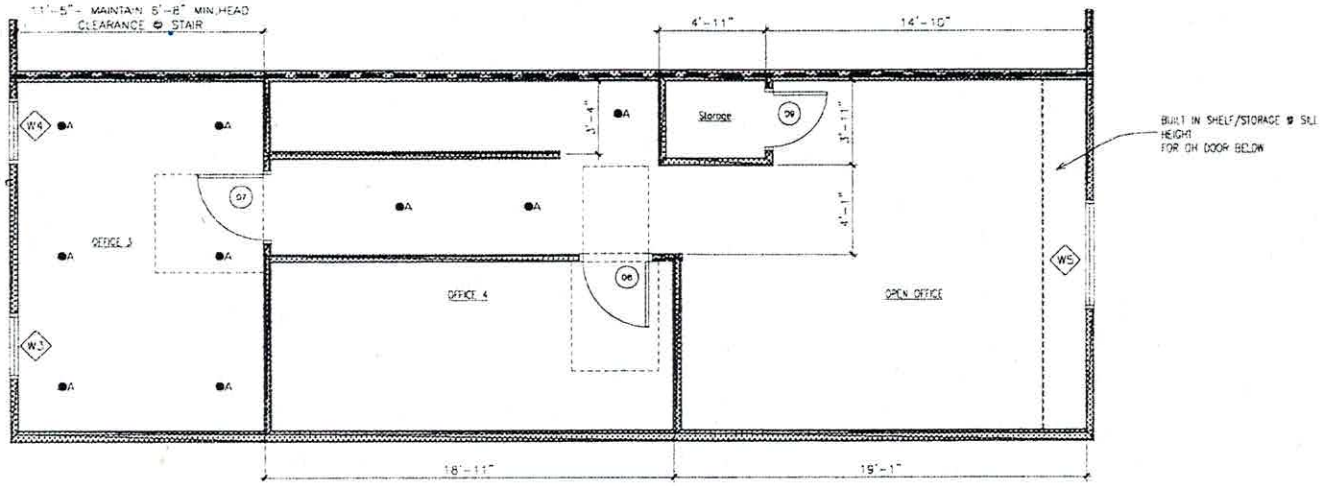
Signature	Printed Name	Date
Crittendon	Carl Crittendon	6/21/2024

Project Description:

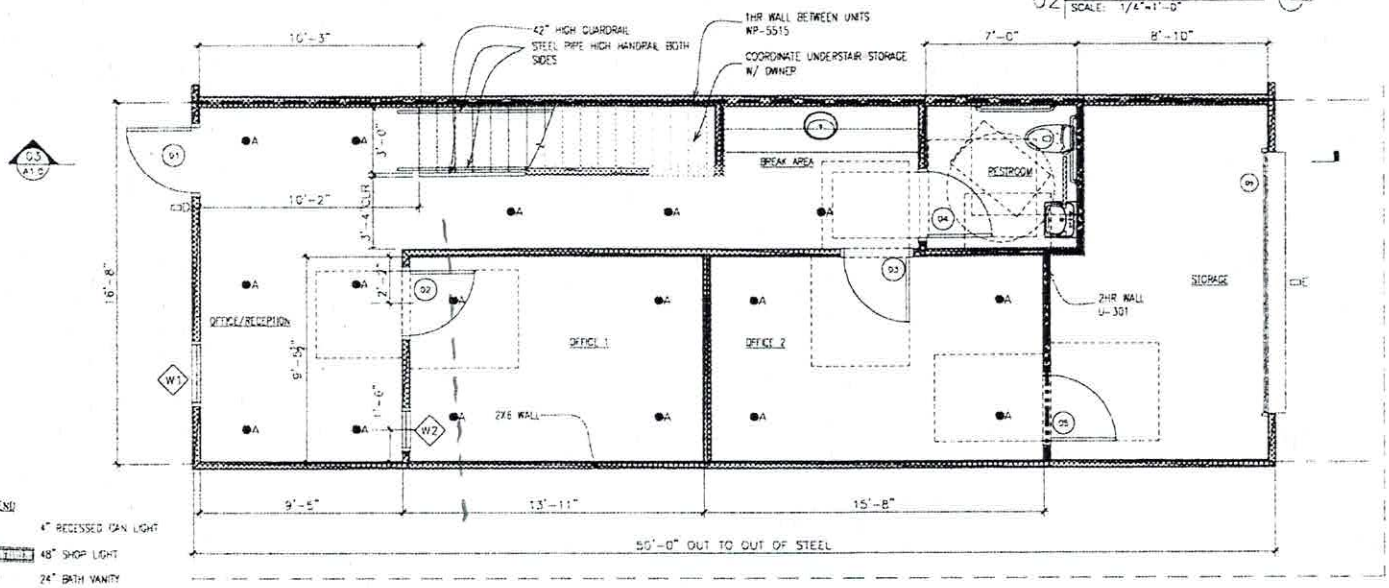
Christian Steward Academy is a nonprofit Christian microschool for low-income families offering kindergarten through 12th grade. The property has 38 parking spaces and off-street parking. Visitors can also use the parking spaces at OnePoint Solutions property, which is just next door. The school's hours of operation are from 7:30 AM to 2:00 PM. The traffic flow for drop-off and student pick-up will be contained within the property. Cars will use the road/drive-thru around the building to exit the parking area.



03 Building Section
SCALE: 1/4"=1'-0"



02 Second Floor Plan
SCALE: 1/4"=1'-0"



LEGEND
- 4" RECESSED CAN LIGHT
- 48" SHOP LIGHT
- 24" BATH VANITY
- EXT. RATED WALL SCONCE
- EXT. RATED WALL PACK

FLOORPLAN NOTE
1. ALL DIMENSIONS TO FRAMING UNLESS NOTED OTHERWISE.

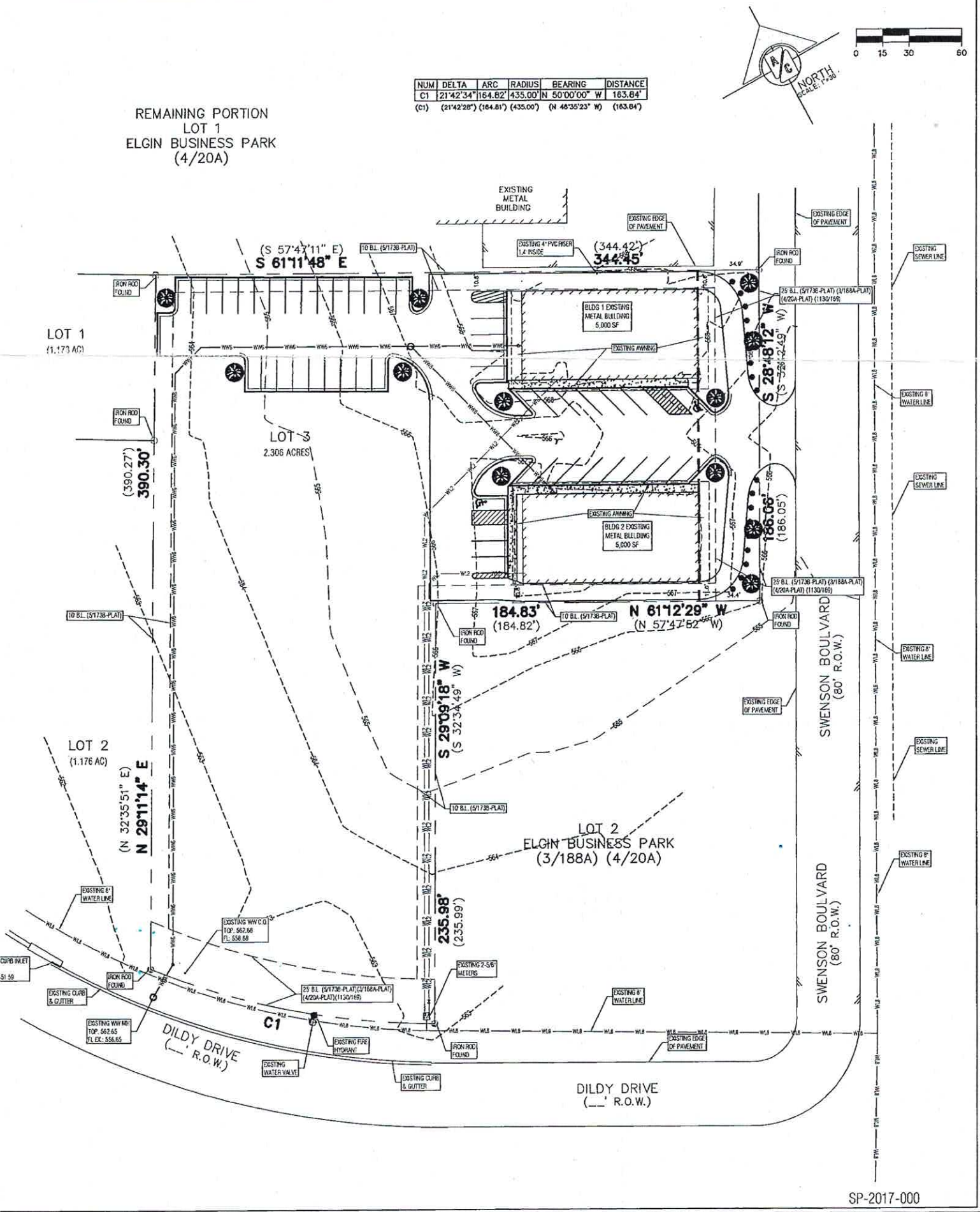
01 First Floor Plan
SCALE: 1/4"=1'-0"

THIS DRAWING IS FOR REVIEW PERMIT PURPOSES ONLY NOT FOR CONSTRUCTION

CHARLES J MELANSO
ARCHITECT LLC
2509 E 28TH STREET
AUSTIN, TEXAS 78702
512.923.6988
CJMARCHITECTURE@GMAIL.C

Project
Garwood
Ranch House
Elgin, Texas

A1.0


REMAINING PORTION
LOT 1
ELGIN BUSINESS PARK
(4/20A)
NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE
C1 | 21°42'34" | 164.82' | 435.00' | N 50°00'00" W | 163.84'
(C1) (21°42'28") (164.81') (435.00') (N 46°35'23" W) (163.84')
NORTH
SCALE: 1"=30'
0 15 30 60
EXISTING METAL BUILDING
EXISTING EDGE OF PAVEMENT
EXISTING 4" PVC RISER 1.4' INSIDE
(S 57°47'11" E)
S 61°11'48" E
(344.42')
344.45'
10 B.L. (5/1738-PLAT)
IRON ROD FOUND
EXISTING SEWER LINE
25' B.L. (5/1738-PLAT) (3/188A-PLAT) (4/20A-PLAT) (1130/169)
BLDG 1 EXISTING METAL BUILDING 5,000 SF
EXISTING AWNING
LOT 1
(1.173 AC)
S 28°48'12" W
(S 32°34'49" W)
EXISTING 8" WATER LINE
LOT 3
2.306 ACRES
(390.27')
390.30'
BLDG 2 EXISTING METAL BUILDING 5,000 SF
186.06'
(186.05')
184.83'
(184.82')
N 61°12'29" W
(N 57°47'52" W)
S 29°09'18" W
(S 32°34'49" W)
SWENSON BOULEVARD
(80' R.O.W.)
EXISTING EDGE OF PAVEMENT
LOT 2
(1.176 AC)
(N 32°35'51" E)
N 29°11'14" E
LOT 2
ELGIN BUSINESS PARK
(3/188A) (4/20A)
235.98'
(235.99')
EXISTING 6" WATER LINE
EXISTING WW C.O. TOP: 562.68 FL: 558.68
EXISTING 2-5/8" METERS
EXISTING WW MH TOP: 562.65 FL EX: 556.65
EXISTING CURB & GUTTER
C1
DILDY DRIVE
(__' R.O.W.)
EXISTING FIRE HYDRANT
EXISTING WATER VALVE
EXISTING CURB & GUTTER
DILDY DRIVE
(__' R.O.W.)
SP-2017-000
AUSTIN CIVIL ENGINEERING, INC.
OFFICE PARK
REVISIONS
DESCRIPTION
REV'D DATE
APPROVED BY
JOB: 17-025
CAD: DA/MM
ENGINEER: MS
SCALE:
LANDS PL
SITE CIVIL PLAN

OWNER AUTHORIZATION

PROPERTY STREET ADDRESS: 1126 SWENSON BOULEVARD, SUITE E, ELGIN, TEXAS 78621

Property Owner: Allan J. Tolbert III

The undersigned, registered property owners of the above noted property, do hereby authorize

Carl Crittendon, of Christian Steward Academy
(Contractor / Agent) (Company Name)

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standard and special conditions attached.

Property Owner's Address (if different than property above):

1126 Swenson Blvd., Suite A

Elgin, TX 78621

Telephone: 512-619-6658

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

Authorized Signature

Date: Crittendon

Authorized Signature

Date: 7-12-24

Commercial Lease Renewal

Date.	May 29, 2024
Landlord. **Landlord's Address.**	Sage 101, LLC 1126 Swenson Blvd, Suite A, Elgin TX 78621 Ofc: 512-619-6658
Tenant.	Christian Steward Academy
Guarantors.	Marites & Carl Crittendon
Guarantor's Address	1620 Dragon Fly Loop Bastrop, TX 78602
Premises.	1126 Swenson Blvd, Suite E, Elgin, TX 78621
Lease Term (months).	**36** Months
Commencement Date.	August 1, 2024
Termination Date.	July 31, 2027

Base Rent [(Monthly: Additional Charges (monthly)] Base rent of **$1375.00** which includes water and trash due the first day of each month. There will be a 6% increase annually for the duration of the lease.

Security Deposit.	**$1375.00 security deposit held in trust**
Permitted Use.	Office space for educational setting, together with customary uses of ancillary thereto.
Tenant Insurance.	As required by Insurance Exhibit A.

Tenant's rebuilding Obligations. If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: all partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating and air conditioning equipment, and other improvements originally installed in the Premises by the Tenant.

SPECIAL PROVISIONS:

Leasehold Improvements. All Completed.

A. Definitions.

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the permitted use.

A.3. "Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.4. "Lienholder" means the holder of the deed of trust covering the Premises.

A.5. "Rent" means Base Rent plus any other amounts of money payable by the Tenant to the Landlord.

CLAUSES AND COVENANTS:

B. Tenant's Obligations.

B.1. Tenant agrees to

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the permitted use and make no alterations to the premises.

B.1.c. Obey (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

B.1.d. Pay monthly, in advance, on the (1st) first day of the month, the Base Rent and Additional Rent to Landlord at **Landlord's Address at 1126 Swenson Boulevard Suite A, Elgin TX 78621** or Drop Box, if available.

B.1.e. Pay a late charge of (10%) ten percent of any Rent not received by Landlord by the (5th) fifth day after it is due.

B.1.f. Obtain and pay for all utility services used by Tenant.

B.1.g. Not applicable.

B.1.h. Allow Landlord to enter the premises to perform landlord's obligations, inspect, the Premises and show the Premises to prospective purchasers or Tenants. Tenant shall provide the landlord with current security system information and passcodes used on the premises.

B.1.i. **Repair, replace and maintain any part of the Premises.**

B.1.j. Tenant shall provide landlord with a copy of financials and/or tax return by October 31st of each year of the Lease term.

B.1.k. Vacate the Premises on the last day of the Term.

B.1.l. **INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES, COURT AND OTHER COSTS) OCCURING IN ANY PORTIONOF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE, NEGLIGENCESTATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFI ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF ANY INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.**

B.2. **Tenant agrees not to:**

B.2.a. Use the Premises for any purpose other than the permitted use.

B.2.b. Create a nuisance.

B.2.c. Permit any waste.

B.2.d. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

B.2.e. Change Landlord's lock system or security system information and passcodes used on the premises without Landlord's written consent.

B.2.f. Alter the Premises without permission.

B.2.g. Allow a Lien to be placed on the Premises.

B.2.h. Assign this Lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

C.1. **Landlord agrees to:**

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Premises.

D. General Provisions.

D.1. Landlord and Tenant agree to the following

D.1.a. Alterations. Any physical additions or improvements to the Premises made by the Tenant will become the property of the Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. **Tenant may not alter the Premises without written permission of the Landlord.**

D.1.b. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

D.1.c. Insurance. Tenant will maintain the insurance coverage describe in the attached Insurance Exhibit A Attached.

D.1.d. **Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN CONVEREDBY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FOR IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITSAGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.1.e. Casualty/Total or partial Destruction

D.1.f. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replace any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations.

D.1.g. If the Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety days, Landlord has an option to restore the Premises. If the Landlord chooses not to restore, this Lease will terminate. If the Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this Lease by notifying the Landlord in writing within (10) ten days from receipt of the Landlord's estimate. If Tenant does not notify the Landlord of Tenant's election to terminate this Lease, the Lease will continue and Landlord will restore the Premises as provided in D.1.f.

D.1.h. To the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable to Landlord.

D.2. Condemnation/Substantial or Partial Taking.

D.2.a. If the Premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of condemnation, this Lease will terminate.

D.2.b. If there is a condemnation or purchase in lieu of condemnation and this Lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable to Landlord.

D.2.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.3. Uniform Commercial Code. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This Lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

D.4. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent within (3) three days after written notice from Landlord to Tenant that such amount is due, (b) abandoning or vacating a substantial portion of the Premises for a period of (5) five consecutive days or more, and (c) failing to comply within (30) thirty days after written notice with any provision of this Lease other than the defaults set for in (a) and (b). Notwithstanding the foregoing, the Landlord shall not be required to give more than four written notices of default, whether monetary or non-monetary, during any of the Term.

D.5. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which the Landlord may relet the Premises on behalf of the Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse the Landlord for any expenditures made in order to relet: (b) enter the Premises and perform Tenant's obligations; and (c) terminate this Lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out the Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.6. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

D.7. Security Deposit. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

D.8. Holdover. If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a Tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of the Landlord, will extend the Term.

D.9. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.10. Attorney's Fee's. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees, and other fee's, court costs, and other costs.

D.11. Venue. Exclusive venue is in the county in which the Premises are located.

D.12. Entire Agreement. This Lease is the entire agreement of the parties concerning the Lease of the Premises by landlord to Tenant. There are not representations, warranties agreements, or promises pertaining to the Premises or the Lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this Lease.

D.13. Amendment of Lease. This Lease may be amended only by an instrument in writing signed by the Landlord and Tenant.

D.14. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NOT WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.15. Notices. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether received or not) when deposited with the United States Postal Service, postage prepaid, certified mail return receipt requested, and addressed the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when received. Any address for notice may be changed by written notice delivered as provided herein.

D.16. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on Premises at the end of the Term.

D.17. Advertisement of Premises. During the last (90) ninety days of the Term, Landlord may place a sign on the Premises advertising the Premises for lease or sale.

D.18. Intentionally Deleted.

Landlord shall Lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g. moving allowance, construction allowance, and the like) or other Tenant inducements; provided, if such allowances have been taken into account in determining the Prevailing Rental Rate, then Landlord shall provide such allowances to Tenant.

Crittendon	Carl Crittendon	6/1/2024
Tenant Signature	Printed Name	Date
	Marites Crittendon	6/1/2024
Tenant Signature	Printed Name	Date
M. Wilson		6-4-24
Landlord/Agent Signature	Printed Name	Date

PERSONAL GUARANTY OF COMMERCIAL LEASE

This PERSONAL GUARANTY OF LEASE (the "Personal Guaranty") is made and entered into as of this 1st day of August 1, 2024, by Marites & Carl Crittendon, DBA Christian Steward Academy, guarantors ("Guarantor(s)"), to and in favor of and for the benefit of Sage 101, LLC, a Limited Liability Corporation (Name of Entity/Individual) located in the State of Texas, as landlord ("Landlord").

In consideration of the Landlord entering into that certain "Commercial Lease" dated the 1st day of August 2024, wherein is a tenant, Marites & Carl Crittendon and the Landlord is the landlord, and in consideration of the Landlord leasing to the Tenant the "Leased Premises", located at 1126 Swenson Blvd, Ste C in the City of Elgin, State of Texas, as described in said Commercial Lease, on the terms and conditions therein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor(s), jointly and severally, irrevocably and unconditionally guarantee to the said Landlord, its successors and assigns under said Commercial Lease, the full, faithful and punctual performance by Tenant of Tenant's covenants and agreements contained in said Commercial Lease, or any extension or renewal thereof, and agree that any forbearance, modifications, waivers, amendment, releases, postponements, either of payment or enforcement of any rights against any party, or release of any security shall not affect the undersigned Guarantor(s) absolute and unconditional liability hereunder. The undersigned Guarantor(s) waives notice of any of the foregoing changes. The undersigned hereby waives any and all defenses based on the law of suretyship.

Demand, notice of default or of nonpayment are hereby waived and it is agreed that the said Landlord under the said Commercial Lease may proceed first against the Guarantor(s) without first proceeding against the said Tenant under the said Commercial Lease. If Landlord employs counsel to enforce this Guaranty, Guarantor(s) will reimburse Landlord for all attorney's fees, costs and expenses incurred. This Personal Guaranty shall be binding upon the heirs, administrators, executors and assigns of the undersigned Guarantors.

GUARANTOR(S):

Signature: Crittendon

SS Number: 645036706

Mailing Address: 1620 DRAGONFLY LOOP

BASTROP, TX 78602

Dated: 6/1/2024

Signature:

SS Number: 624907522

Mailing Address: 1620 DRAGONFLY LOOP

BASTROP, TX 78602

Dated: 6/1/2024

Swenson Business Park
1122-1126 Swenson Boulevard
Elgin, TX

1122 Swenson – Smart Painting (Offices)
4-5 owners/employees daily

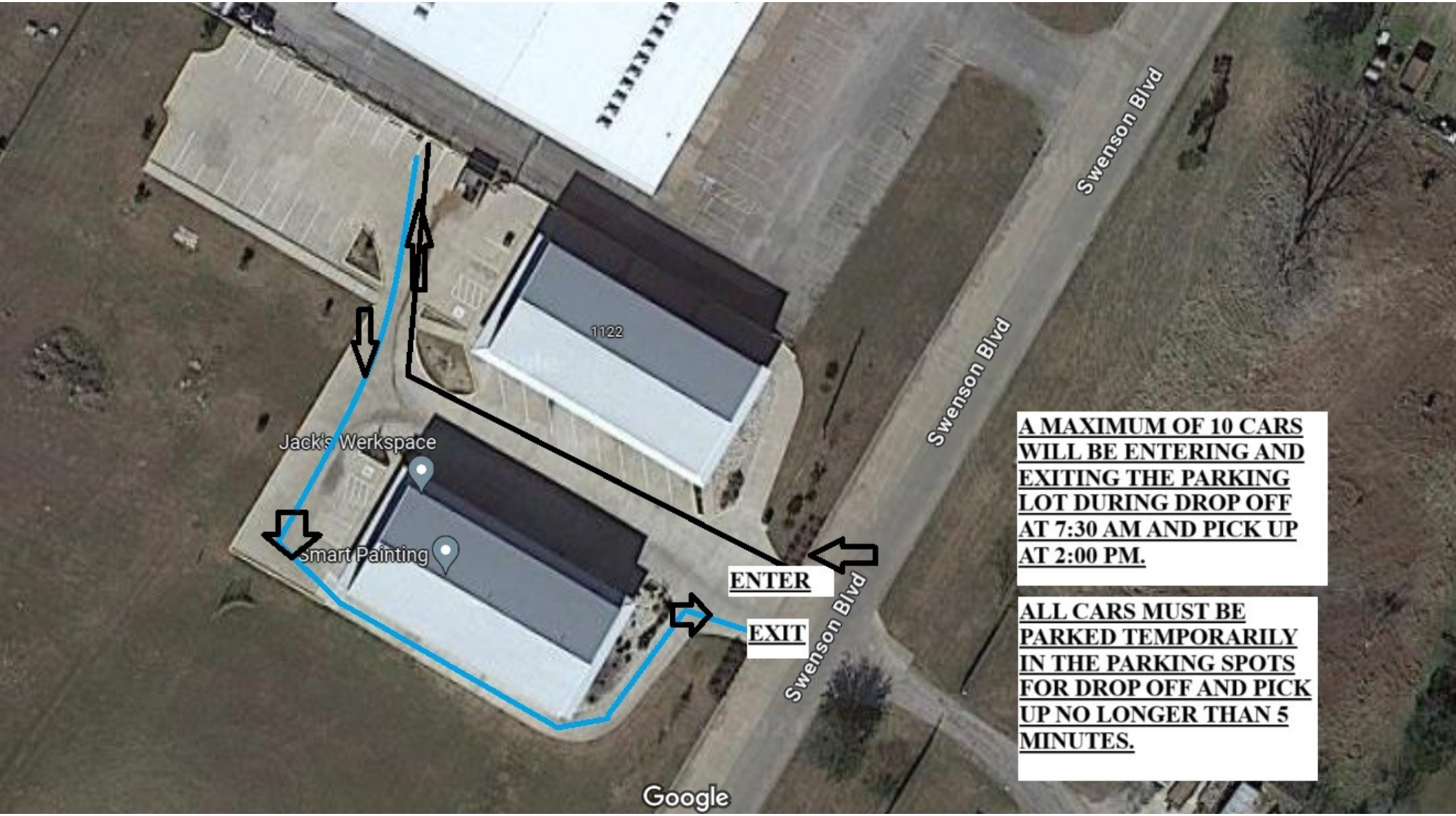
1126 A & B Swenson – Allan J Tolbert (Offices)
3 owner/employees daily

1126 C Swenson – Jack's Werkspace (Offices)
1-2 clients daily

1126 D Swenson – VACANT

1126 E Swenson – Christian Steward Academy - Microschool
TBD

1126 F Swenson – Teddy V. Patisserie (Bakery)
2-3 owner/employees daily


1122
Jack's Werkspace
Smart Painting
ENTER
EXIT
Swenson Blvd
Swenson Blvd
Swenson Blvd
A MAXIMUM OF 10 CARS WILL BE ENTERING AND EXITING THE PARKING LOT DURING DROP OFF AT 7:30 AM AND PICK UP AT 2:00 PM.
ALL CARS MUST BE PARKED TEMPORARILY IN THE PARKING SPOTS FOR DROP OFF AND PICK UP NO LONGER THAN 5 MINUTES.
Google

Christian Steward Academy
PO Box 65
Elgin, TX 78621
512-590-2660

July 16, 2024

William McIlvain
Planning and Development Administrative Assistant
City of Elgin
Development Services Department
802 N Avenue C, Elgin, TX 78621

To Whom it Concern,

Regarding the request for information, the following documents are attached: a signed Commercial Lease Agreement, signed Owners Authorization, Traffic Control Plan, and the complete site plan submitted to the city at the time of permitting for construction of the property.

Christian Steward Academy is a small nonprofit religious education entity with a modest student population of 10. Given the small number of cars during drop-off and pick-up times, our main parking area is more than sufficient to accommodate the traffic. Additional parking lots are not required, and we are confident in our ability to effectively manage the flow of cars.

The attached traffic control plan clearly illustrates our proposed traffic flow. Cars will enter from Swensen Boulevard, proceed to the main parking area for a brief stop, then exit around the building and onto Swenson Boulevard to Dildy Drive. Students and parents will have 5 minutes to walk to the school's front door during drop-off and pick-up times. The maximum number of cars moving through at any given time will be 10, ensuring a smooth and efficient process.

Suite E is utilized by our organization. As with the other suites in the building, the ratio of parking space to floor space is 24:1000. The maximum number expected to be parked is 12, which is our staff and parent cars combined. Ten of the 12 cars will be parked 5 minutes for drop-off and pick-up times. Since there are 38 parking spaces in the main parking area, there will not be any need for Off-street parking or loading, as the parking spaces provided will be adequate.

Very respectfully,

Carl Crittendon
Founder of Christian Steward Academy
512-590-2660
carl@christiansteward.education