



**ELGIN BOARD OF ADJUSTMENT AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
May 21, 2026
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 Board of Adjustment regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the Board of Adjustment 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 Board, to the Board Secretary prior to commencement of the Board 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 Board Members but not read out loud.**

Speaker comments are limited to three (3) minutes. No formal action can be taken by the Board 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 Board 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 Commissioner, 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 Board of Adjustments and will be enacted with one motion, one second, and one vote. Any member of the Board may pull any item from the Consent Agenda in order that the Board discuss and act upon it individually as a part of the Regular Agenda.

1. April 16, 2026 Meeting Minutes

IV. NEW BUSINESS

1. **Project #202600031: A zoning variance from Section 46-635 in order to reduce the minimum onsite parking to zero spaces in the “C-2” – General Commercial District at 207 E 2nd St (Parcel number 12417 Puckett, Block 40, Lot FRS 6, 17 & 18, as located in Bastrop Co.).**
 - A. **Staff Presentation**
 - B. **Applicant Presentation**
 - C. **Open Public Hearing**
 - D. **Close Public Hearing**
 - E. **Discussion**
 - F. **Consideration**

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 May 18, 2026, in accordance with Chapter 551 of the Texas Government Code.



Beau Perry, Development Services Director

**MINUTES
CITY OF ELGIN BOARD OF ADJUSTMENT
REGULAR MEETING
THURSDAY, APRIL 16, 2025**

- I. CALL TO ORDER-ROLL CALL:** The Chair called the meeting to order at 6:32 P.M. at the Library Annex (Civic Center) located at 404 N. Main St., Elgin, TX, U.S.A.

BOARD PRESENT: Chair Regan Dumbeck, Vice-Chair Darren Mogonye, Stephen Finley, Christina Cotton (Senior Alternate).

BOARD ABSENT: Stephen Kylberg, Suzannah DesRoches

STAFF PRESENT: Melissa Lipiec, Planning Technician; William McIlvain, Planning Technician; Alyssa Loveday of WGA, Assistant Project Manager.

STAFF ABSENT: Beau Perry, Development Services Director

II. OATH OF OFFICE

1. Prospective Junior Alternate Board member Jessica Bega was called to stand before the present Board. Melissa Lipiec led her through an oath of office in which she pledged to uphold the principles of the City of Elgin and the laws of the City of Elgin, State of Texas, and United States of America. Jessica Bega then took her seat among the Board.

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

IV. CONSENT AGENDA

2. November 13, 2025 Minutes.
Christina Cotton moved that the Board approve the consent agenda. Stephen Finley seconded the motion. The motion passed unanimously with a vote of five (5) for and zero (0) against.

V. NEW BUSINESS

1. Project #202600019: A zoning variance from Section 46-233 (3) in order to reduce the required rear setback from ten feet (10') to zero feet (0') in the "R-1" Single-Family Dwelling District to allow for a carport and garage expansion located at 807 N Ave C (Parcel number 13598, W & O, BLOCK 5, LOT 3 (S 1/2), as located in Bastrop Co.).
 - A. Staff Presentation – Melissa Lipiec explained that the applicant applied for a building permit to expand his car port inward within his property, but the expansion of the structure was flagged as the existing car port and the garage encroached into the rear setback of the property. While it is currently lawful non-conforming, it requires a variance to conform to code if the structure is changed.
 - B. Applicant Presentation – Jana Nance stood to speak to clarify the direction of the planned expansion and that the structures have existed for decades. Larry Nance commented on the construction materials and the connection between the structures.
 - C. Open Public Hearing – The public hearing was opened at 6:47 P.M. No member of the public stood to speak on the project. Melissa Lipiec drew attention to a comment submitted electronically and presented to the Board before the meeting.
 - D. Close Public Hearing – The public hearing was closed at 6:49 P.M.
 - E. Discussion – The Board discussed the difference between granting continued use of an existing structure versus allowing an exception to the code for a new structure, and the balance to be struck in modernizing the city while not penalizing property owners.

V. NEW BUSINESS (Cont.)

F. Consideration – Vice-Chair Darren Mogonye moved to approve the variance as requested. Christina Cotton seconded the motion. The motion passed unanimously with a vote of five (5) for and zero (0) against.

2. Project #202600020: A zoning variance from Section 46-265 (4) to reduce the required lot width in the “R-2” Single-Family and Duplex Dwelling District from 60 feet to 55 for the St. Peter’s Evangelical Lutheran Church at 409 E. 8th St (Parcel number 11340, GARRETT, BLOCK E, LOT 4 (FR), as located in Bastrop Co.).

A. Staff Presentation – Melissa Lipiec explained that the church had submitted a site plan for a religious use, which staff determined must be a subordinate use of the church and located on its same property. The church submitted an amending plat to combine lots to enable this, but in the process staff review determined that one existing lot did not meet minimum width requirements. The church is thus requesting a variance for that minimum lot width for the existing lot so that the plat can be approved.

B. Applicant Presentation – Pastor Samuel Brannon stood to explain that the plat amendment was secondary to the goal of developing the site, but the newly platted configuration would help if the church wishes to sell portions of its property in the future.

C. Open Public Hearing – The public hearing was opened at 7:01 P.M. Nancy Caldera of 412 E 7th St voiced her concerns about the nature of the site development ancillary to the variance request, and was assured by Samuel Brannon that the church would have open communication with neighbors.

D. Close Public Hearing – The public hearing was closed at 7:06 P.M.

E. Discussion – The Board discussed that any development of the lot would still have to meet all other area requirements of the R-2 zoning district, even if sold, and setbacks would have to be respected.

A late arrival from the public asked to comment and a second Public Hearing was opened at 7:09 P.M. The comment ended up being with regard to the previous item which had already been acted upon. The second Public Hearing was closed at 7:10.

F. Consideration – Vice-Chair Darren Mogonye moved to approve the variance as requested. Stephen Finley seconded the motion. The motion passed unanimously with a vote of five (5) for and zero (0) against.

VI. ANNOUNCEMENTS

- 1. Melissa Lipiec announced a lack of current applications for the May 21 meeting of the Board of Adjustments, and will keep the Board posted if a meeting is happening or will be cancelled.
- 2. Melissa Lipiec announced her upcoming retirement in early June, and explained that William McIlvain would be taking over her responsibilities with this Board.

VII. ADJOURNMENT

The meeting was adjourned at 7:13 P.M.

Regan Dumbeck, Chair

ATTEST: _____
William McIlvain, Secretary

On a motion by _____, seconded by _____ the foregoing instrument was passed and approved on this _____ day of _____, 2025.



Development Service Department

STAFF REPORT

Application for Zoning Variance

Project #202600031

Date: May 1, 2026
Applicant: Stronghold Health & Healing LLC
Representative: Angela New
Hearing Date: Board of Adjustment – May 21, 2026
Location: 207 E 2nd St, BCAD Parcel ID 12417

CASE SUMMARY

Consideration (action) by the Board of Adjustment of a Zoning Variance from [Section 46-635](#) to reduce the minimum required off-street parking to zero (0) spaces instead of one parking space for each 200 square feet of floor space used for retail trade and areas used by the public.

DEPARTMENT COMMENTS

The property in question has painted parking spaces but the right-of-way does not belong to the owners of the property, it belongs to TxDOT. To meet minimum off-street parking requirements a business owner would need to either negotiate use of those spaces from TxDOT or apply for a Zoning Variance.

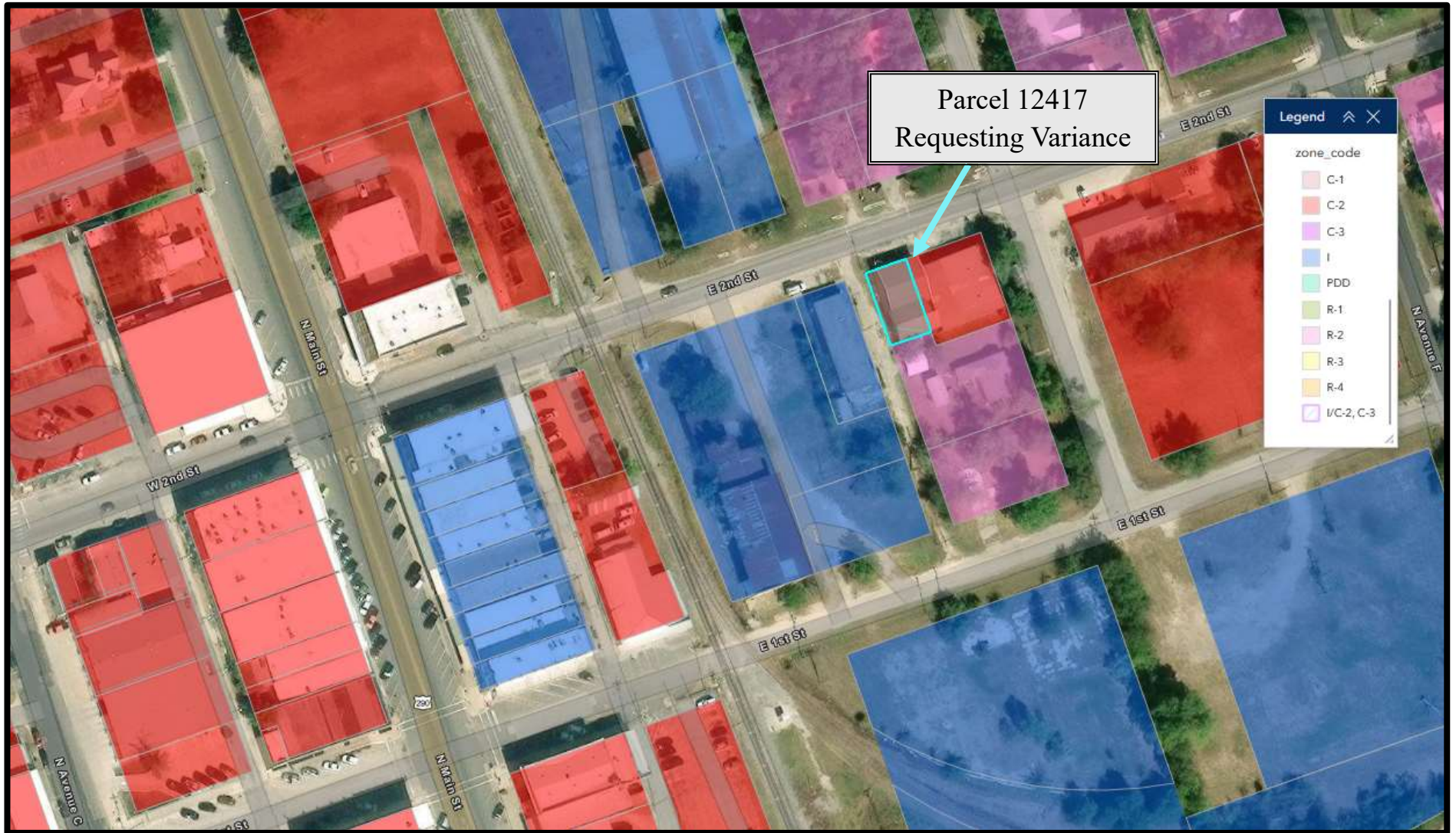
On March 13, 2025 there was a public hearing by the Board of Adjustment to reduce required parking to zero spaces for a party supply store/rental. This request was granted following explanation of how the rear-loading operation of the appointment-only business would not require traditional parking.

The tenant of the property has changed and is proposing a new use for the space as a massage therapy clinic. As the use is changing the previously granted variance no longer applies. The applicant initially approached TxDOT but determined that the process would be too costly/lengthy, and so is requesting the Zoning Variance from the Board of Adjustment.

ATTACHMENTS

1. Vicinity Maps (Zoning and Historic District comparison)
2. Application w/ Deed & Owner's Authorization
3. Narrative
4. Site plan
5. Public Hearing Notice and Map

Vicinity Map



ZONING VARIANCE APPLICATION

Date: 04/22/2026

SITE INFORMATION

Project Address: 207 E 2nd St Elgin Texas 78621

Parcel Identification Number (if no address): _____

APPLICANT

Name: Stronghold Health & Healing LLC

Postal Address: _____

E-Mail Address: _____; Phone Number: _____

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>Angela New</u>	<u>Angela New</u>	<u>04-22-2026</u>
Signature	Printed Name	Date

Project Description:
We are requesting a variance for the parking (sec 46-635)

We are a small, locally owned business seeking to establish operations within the City Of Elgin. Our Primary Focus is to provide professional therapeutic massage services that promote wellness, stress relief, & physical rehabilitation.

Our Business operates on an appointment-only basis allowing us to carefully manage client scheduling and provide high quality care. we currently serve bastrop and are expanding to elgin to better accomodate our existing clients and bring these services to our local community.

In Support of this project, we respectfully request consideration for a parking variance, due to our model of operations. This operational structure significantly reduces the impact typically associated with higher-traffic uses.

Similar to what are downtown area has, where zero on-site parking spaces are required, but street parking is available. Our business model aligns very well to this situation due to the low density nature of our operations.

Our Main Goal is to contribute to positively to the health and well being of the Elgin, While still operating in a responsible matter.

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GF# 1706312300006
LOAN ORIGINATOR'S NAME:
N/A
NMLS ID#: N/A

LOAN ORIGINATION COMPANY'S NAME:
BIEL - SHERMAN PARTNERSHIP, LLC, A TEXAS LIMITED LIABILITY COMPANY
NMLS INSTITUTION ID#: N/A

Basic Information

Date: FEBRUARY 15, 2023

Grantor: RICARDO ISRAEL VELAZQUEZ ROMO, A MARRIED PERSON

Grantor's Mailing Address: 104 WEST HIGHFIELD STREET, HUTTO, TEXAS 78634

Trustee: CHARLES H. NEWMAN

Trustee's Mailing Address: 200 BAILEY AVENUE, SUITE 100, FORT WORTH, TEXAS 76107

Lender: BIEL - SHERMAN PARTNERSHIP, LLC, A TEXAS LIMITED LIABILITY COMPANY

Lender's Mailing Address: 1057 UPPER ELGIN RIVER, ELGIN, TEXAS 78621

Obligation

Note

Date: FEBRUARY 15, 2023

Original principal amount: \$304,000.00

Borrower: RICARDO ISRAEL VELAZQUEZ ROMO, A MARRIED PERSON

Lender: BIEL - SHERMAN PARTNERSHIP, LLC, A TEXAS LIMITED LIABILITY COMPANY

Maturity date: FEBRUARY 15, 2033

Property (including any improvements): TRACT 1:

BEING ALL OF ELGIN FAMILY MEDICAL CLINIC SUBDIVISION, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT CABINET 2, PAGE 319A, PLAT RECORDS OF BASTROP COUNTY, TEXAS.

TRACT 2:

BEING THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Prior Lien: SUBORDINATE TO THE FOLLOWING: NONE.

Other Exceptions to Conveyance and Warranty:

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREM TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO THIS CONVEYANCE OR GRANTOR'S USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIENS, ZONING ORDINANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND ALL VALID UTILITY EASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE SUBDIVISION IN WHICH SAID REAL PROPERTY IS LOCATED, RECORDED EASEMENTS, RESERVATIONS, MINERAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS, IF ANY, AFFECTING THE HEREIN DESCRIBED PROPERTY BUT ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to—

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

- (A) the Grantor is required to:

- (i) keep the collateral insured against damage in the amount the Lender specifies;
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and
- (iii) name the Lender as the person to be paid under the policy in the event of a loss;

(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and

(C) If the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. When the context requires, singular nouns and pronouns include the plural.

E.11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.14. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and if applicable, (f) notice of protest, and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

E.15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

E.16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.17. The term *Lender* includes any mortgage servicer for Lender.

E.18. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender consents in writing.

E.19. Grantor represents that this deed of trust and the Note are given for the following purposes:

The Note is given as a part of the purchase price of the Property, and this Deed of Trust is in addition to the vendor's lien retained in a Deed given to Grantor securing the payment of the indebtedness described herein; and it is expressly agreed that the same shall not operate as a waiver of the lien created by this Deed of Trust, it being agreed that said lien and rights created by this instrument shall be cumulative and in addition to said vendor's lien above mentioned, and that the owner or holder of the above described indebtedness may foreclose under either or both of said liens, as the owner or holder may elect, without waiving the other; said deed above mentioned, together with its record, being herein referred to and made a part of this instrument.

Without limiting the other requirements contained herein, Grantor has taken, and shall continue to take until the indebtedness is fully repaid and each and all of the obligations are satisfied in full, such measures as are required by any and all Anti-Terrorism Laws to assure that the funds invested in Grantor and/or used to make payments on the Indebtedness or the Obligations are derived from: (a) transactions and sources that do not violate any Anti-Terrorism Laws nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction from which they originated; and (b) permissible sources under Anti-Terrorism Laws or, to the extent such funds originate outside the United States, under

the laws of the jurisdiction from which they originated. If Lender reasonably believes that Grantor, Guarantor (if any), any other party, or any affiliate of any such parties may have breached any of the representations, warranties, or covenants set forth in this Deed of Trust or the other loan documents relating to any Anti-Terrorism Laws or the identity of any person or entity as a Prohibited Person, then Lender shall have the right, with or without notice to Grantor, to: (1) notify the appropriate governmental authority and to take such action as such governmental authority or applicable Anti-Terrorism Laws may direct, (2) withhold Loan advances and segregate the assets constituting the Loan or any of Grantor's funds or assets deposited with or otherwise controlled by Lender pursuant to the Loan Documents; (3) decline any payment (or deposit such payment with an appropriate United States governmental authority or court) or decline any prepayment or consent request; and/or (4) declare an event of Default and immediately accelerate the Loan in connection thereof. Grantor agrees that none of Grantor, Guarantor, nor any other party will assert any claim (and hereby waives, for itself and on behalf of such other parties, any claim that they may now or hereafter have) against Lender or any of its affiliates, successors, assigns, representatives, or agents from any form of damages as a result of any of the foregoing actions, regardless of whether Lender's reasonable belief is ultimately demonstrated to be accurate.

IF ALL OR ANY PART OF THE PROPERTY IS SOLD OR CONVEYED, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER, AT LENDER'S OPTION, MAY DECLARE THE OUTSTANDING PRINCIPAL BALANCE OF THIS NOTE, PLUS ACCRUED INTEREST, IMMEDIATELY DUE AND PAYABLE. ANY OF THE FOLLOWING IS NOT A SALE OR CONVEYANCE OF THE PROPERTY: (A) THE CREATION OF A SUBORDINATE LIEN; (B) A SALE UNDER A SUBORDINATE LIEN; (C) A DEED UNDER THREAT OR ORDER OF CONDEMNATION; (D) A CONVEYANCE SOLELY BETWEEN THE PARTIES; OR (E) THE PASSAGE OF TITLE BY REASON OF DEATH OF A GRANTOR OR OPERATION OF LAW.

GRANTOR SHALL FURNISH LENDER ANNUALLY, BEFORE THE TAXES BECOME DELINQUENT, EVIDENCE THAT ALL TAXES ON THE PROPERTY HAVE BEEN PAID.

GRANTOR SHALL FURNISH LENDER ANNUALLY EVIDENCE OF PAID-UP CASUALTY INSURANCE NAMING LENDER AS AN ADDITIONAL LOSS PAYEE. IN ADDITION TO THE PRINCIPAL AND INTEREST INSTALLMENTS, GRANTOR SHALL DEPOSIT WITH LENDER A PRO RATA PART OF THE ESTIMATED ANNUAL AD VALOREM TAXES ON THE PROPERTY AND A PRO RATA PART OF THE ESTIMATED ANNUAL INSURANCE PREMIUMS FOR THE IMPROVEMENTS ON THE PROPERTY. GRANTOR SHALL PAY ANY DEFICIENCY WITHIN 30 DAYS AFTER NOTICE FROM LENDER. GRANTOR'S FAILURE TO PAY THE DEFICIENCY CONSTITUTES A DEFAULT UNDER THE DEED OF TRUST. GRANTOR IS NOT REQUIRED TO DEPOSIT ANY ESCROW PAYMENTS FOR TAXES AND INSURANCE THAT ARE DEPOSITED WITH A SUPERIOR LIENHOLDER. THE CASUALTY INSURANCE MUST NAME LENDER AS AN ADDITIONAL LOSS PAYEE.

This Deed of Trust is effective as of the date first above written.



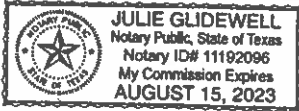
RICARDO ISRAEL VELAZQUEZ ROMO

(Acknowledgment)

THE STATE OF TEXAS

COUNTY OF Bastrop

This instrument was acknowledged before me on the 21 day of February, 2023
by RICARDO ISRAEL VELAZQUEZ ROMO, A MARRIED PERSON.



JG
Notary Public, State of Texas
Notary's name (printed): Julie Glidewell
Notary's commission expires: 8-15-23

AFTER RECORDING RETURN TO:
BIEL - SHERMAN PARTNERSHIP, LLC, A TEXAS
LIMITED LIABILITY COMPANY
1057 UPPER ELGIN RIVER
ELGIN, TEXAS 78621

PREPARED IN THE LAW OFFICE OF:
NEWMAN & LAWLER
A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
200 BAILEY AVE., SUITE 100
FORT WORTH, TEXAS 76107

OWNER'S AUTHORIZATION LETTER

Project Site Address: 207 E 2nd St Elgin Tx 78621

I/we hereby certify that I/we am/are the owner(s) of the above-described property. I/we am/are respectfully requesting processing and approval of permit(s) and/or project(s) reviews. I/we hereby authorize the Applicant listed on this letter to act on my/our behalf during the processing, review, presentation of this request and any inspections associated with this request. They shall be the principal contact with the City during the processing, review, presentation of this request and any inspections associated with this request

Stronghold Health + Healing LLC 04/22/2026
Name of Permit Applicant or Company (Print) Date

Ricardo Velazquez 04-22-2026
1st Property Owners Signature Date

1st Property Owners Printed Name Date

2nd Property Owners Signature Date

2nd Property Owners Printed Name Date

3rd Property Owners Signature Date

3rd Property Owners Printed Name Date

Additional owners please provide their signatures, date, printed name, and date on separate letter. Failure to provide additional property owner(s) and/or produce incorrectly may result in delay.

Be aware the person(s) who represent a corporation, limited liability company (LLC), or similar type of corporation regarding property ownership must provide documentation along with this letter indicating they have authority to sign for said corporation. Failure to provide may result in delay.

Dear Board of The City Of Elgin ,

We respectfully present this location as a meaningful opportunity to establish our small business within the City of Elgin. As small business owners, securing commercial space without an established local operating history has been a significant challenge. This opportunity represents a rare and important step for us to begin serving this community.

This business is more than a startup for us—it is a commitment to bring our work, our existing clientele, and our passion for therapeutic wellness into Elgin. We are eager to become part of the community, contribute to its local economy, and provide services that support the health and well-being of its residents.

We respectfully and humbly request approval of the proposed variance. A denial would create a substantial hardship and may prevent us from moving forward at this location. With your support, we will not only be able to establish our business, but also bring continued activity, clients, and positive economic impact into the city.

We are committed to operating responsibly, being thoughtful neighbors, and contributing in a lasting and positive way to Elgin.

Thank You So Much For Your Time,

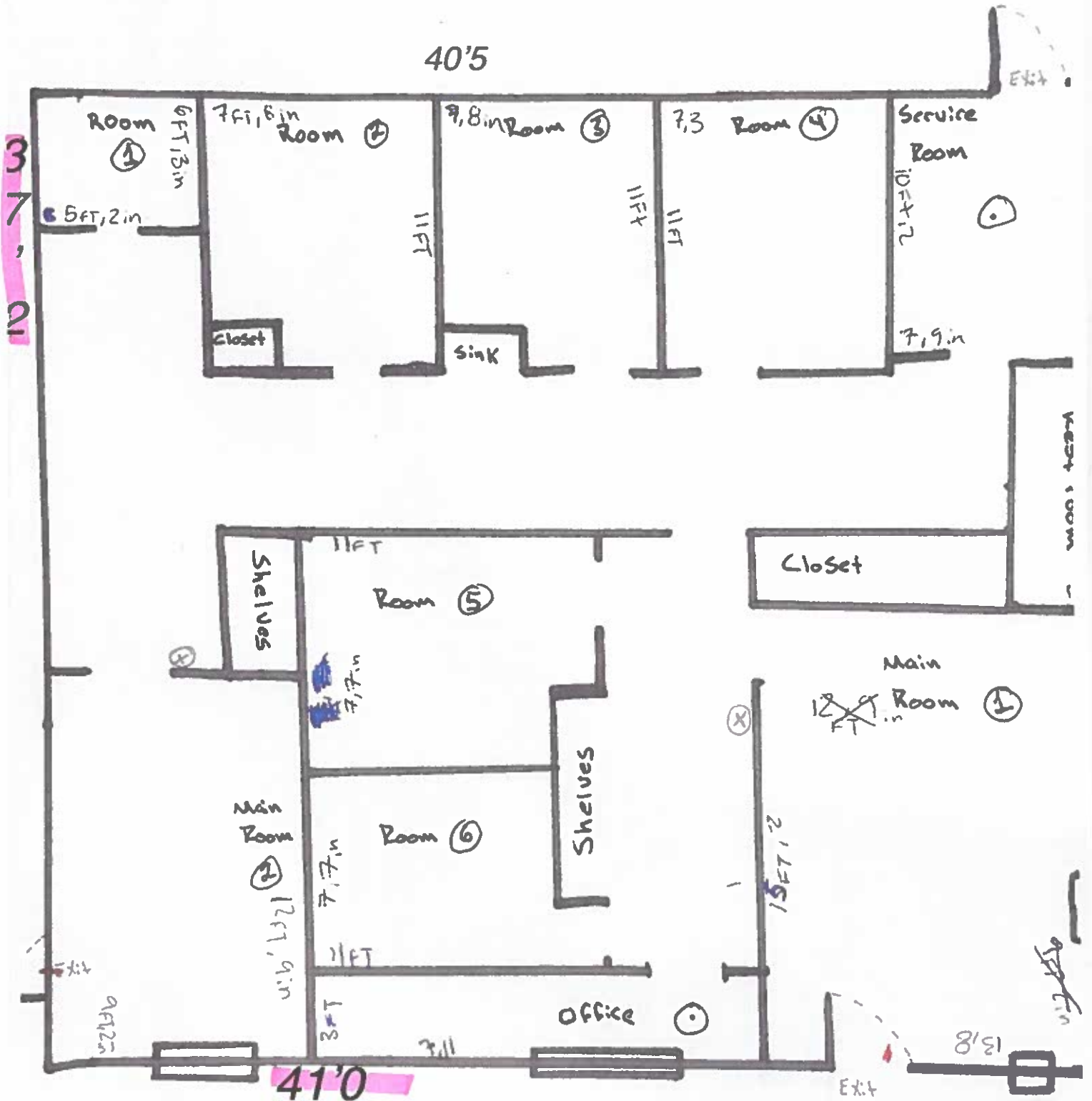
StrongHold Health & Healing LLC

Therapeutic Massage

Angie New & Carmella Culp

(512)279-7597

207 E 2nd St

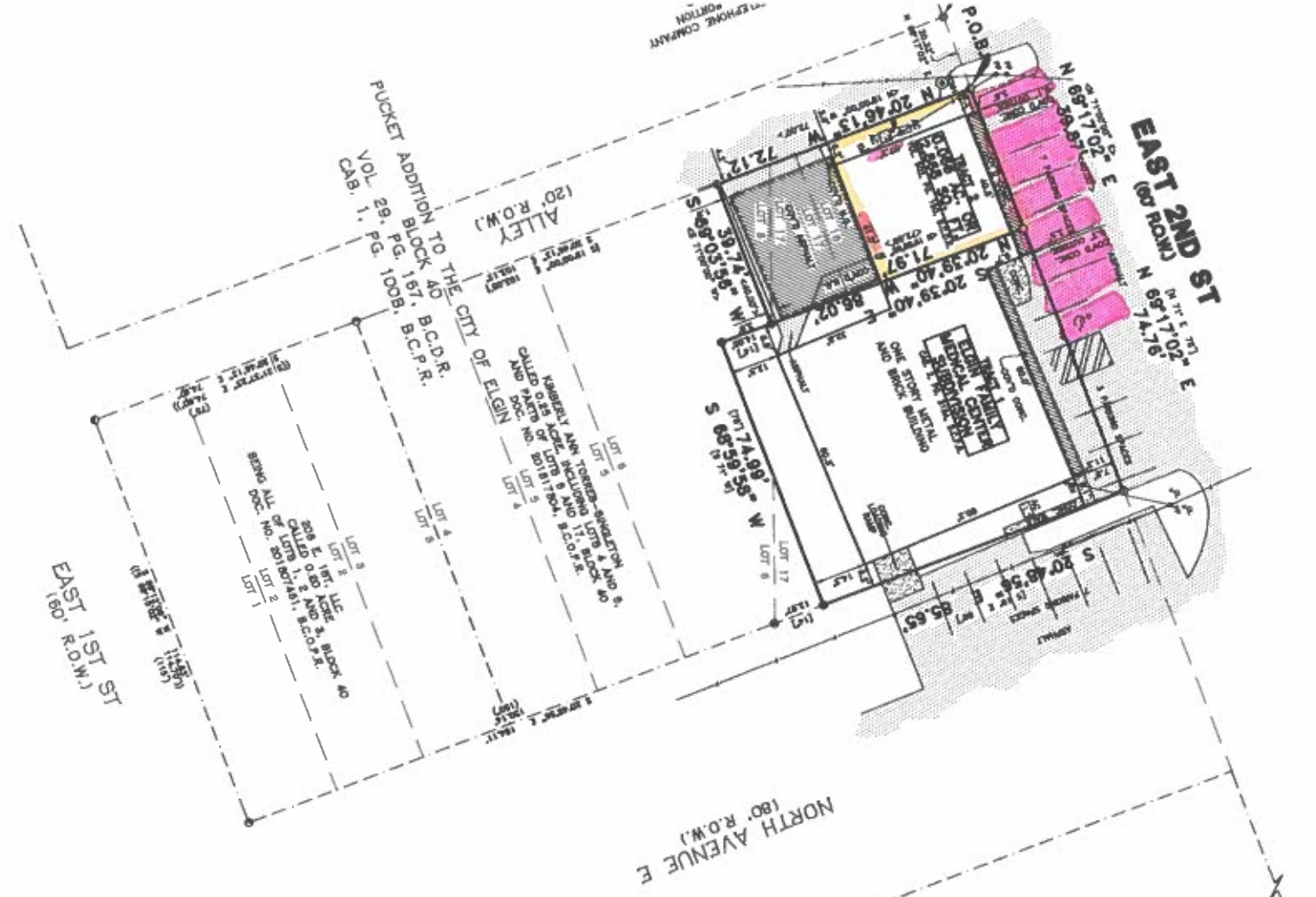


37'10"

41'0"

E 2nd St

roughly 1517 sq ft



PUCKET ADDITION TO THE CITY OF ELGIN
 VOL. 29, PG. 100B, B.C.P.R.
 CAB. 1, 1978

EAST 1ST ST (180' R.O.W.)

EAST 2ND ST (180' R.O.W.)

EAST 3RD ST (180' R.O.W.)

EAST 4TH ST (180' R.O.W.)

EAST 5TH ST (180' R.O.W.)

EAST 6TH ST (180' R.O.W.)

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EAST 98TH ST (180' R.O.W.)

EAST 99TH ST (180' R.O.W.)

EAST 100TH ST (180' R.O.W.)

TRADE

BEING A 0.066 ACRE OR 2 PORTIONS OF LOTS 6, 17, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



April 27, 2026

NOTICE OF A ZONING VARIANCE REQUEST

You are being notified because your property is located within two hundred (200) feet of this request. The attached map shows the lot making the request (red shaded rectangle) and your lot within the notice area (blue shaded circle). This notice is to inform you of a public hearing to be held by Board of Adjustment as denoted below:

Project #202600031: A zoning variance from Section 46-635 in order to reduce the minimum onsite parking to zero spaces in the “C-2” – General Commercial District at 207 E 2nd St (Parcel number 12417 Puckett, Block 40, Lot FRS 6, 17 & 18, as located in Bastrop Co.).

Notice is given of a public hearing to be held by the Board of Adjustment on **May 21, 2026**, beginning at **6:30 P.M.** Central Standard Time for consideration. This meeting is to be held at Elgin Public Library Annex (Civic Center) at 404 N. Main St. Elgin, TX, 78621, U.S.A. The public is welcome to attend and may give a public comment on this item. Any person may be represented by another person, neighbor, or attorney.

Any interested person may also express written comments by emailing the Development Services Department at planninganddevelopment@elgintexas.gov or by postal mail at the following:

City of Elgin
Development Services Department
P.O. Box 591
Elgin, TX 78621 U.S.A.

Requests for any additional information may be directed to planninganddevelopment@elgintexas.gov or to (512) 281-0119 or may be requested from the Development Services Department, Fleming Center, 802 N. Avenue C, Elgin, TX 78621 U.S.A. from 8:30 A.M – 4:00 P.M. Central Standard Time, Monday – Friday.



Red Shading: Parcel 12417
Requesting Variance
Blue Shading: Notified Properties
Within 200'

**BCAD 12417
200' ZONING
VARIANCE
NOTIFICATION**