City of Hutto

Agenda

Planning and Zoning Commission

Tuesday, October 10, 2023 at 7:00 PM

Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. **CALL SESSION TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT**
4. **CONSENT AGENDA**
   - 4.1. Consideration and possible action on the meeting minutes for the regular scheduled Planning and Zoning Commission meeting held on September 5,2023.
   - 4.2. Consideration and possible action to approve Brooklands Sec Six Amended Plat, 21.59 acres, more or less, located northeast of Brooklands Drive and Swindoll Lane.
   - 4.3. Consideration and possible action to approve the proposed Northtown Commons Final Plat, 3.1 acres, more or less, of land, two (2) commercial lots, located on Limmer Loop.
5. **AGENDA ITEMS**
   - 5.1. Consideration and possible action on the minor modification application of The Pastrami Guy food truck to be located in the Historic District at 209 Farley Street.
   - 5.2. Consider a public hearing and possible action on the Bluffs At Blackhawk Preliminary Plat, 81.41 acres, more or less, more or less, of land, located on Rowe Lane at Melber Lane.
   - 5.3. Conduct a public hearing and possible action on Ordinance No. O-2023-033 for the proposed Specific Use Permit request for the property known as 901 Ed Schmidt Boulevard, to allow a drive-through facility (UDC 10.304.10) (Ashley Bailey)
   - 5.4. Conduct a public hearing and consider possible action on the Planned Unit Development (PUD) request for the property known as Meadow Brook Planned Unit Development (PUD), 87.8 acres, more or less, of land, located off FM1660S.
   - 5.5. Conduct a public hearing and consider possible action on the CoOp Planned Unit Development Amendment, 35.102 acres, more or less, located on US 79 West at CoOp Blvd.
   - 5.6. Conduct a public hearing and consider possible action on the CoOp District Resubdivision of Lot 1, approximately 3.37 acres, east of the northeast corner of W. Live Oak Street and Exchange Blvd.
   - 5.7. Conduct a public hearing and consider possible action on the CoOp District Resubdivision of Lots 4A, 4B, 4E, 5A, approximately 5.78 acres, located at the northeast corner of CoOp Blvd. and US Highway 79.

5.8. Conduct a public hearing and consider possible action on the CoOp District Resubdivision of Lots 6A-1, 7, 8 and 9, approximately 15.35 acres at the southeast corner of W. Live Oak Blvd. and Exchange Blvd.

5.9. Conduct a public hearing and consider possible action on Durango Farms Ph 2 Lots 1-5 Blk H Replat, approximately 0.713 acres, at the northeast corner of Mager Lane and Greenspire Lane.

6. DEVELOPMENT SERVICES DIRECTOR REPORT

7. ADJOURNMENT

8. CERTIFICATION

I certify that this notice of the October 10, 2023 Hutto Planning and Zoning Commission meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on October 6, 2023 at 5:00 P.M.



The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttox.gov or call (512) 759-4033 for assistance.

AGENDA ITEM REPORT
4.1.

To:	Planning and Zoning Commission
Subject:	Consideration and possible action on the meeting minutes for the regular scheduled Planning and Zoning Commission meeting held on September 5,2023.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Planning and Zoning Meeting Minutes Sept 5,2023

City of Hutto

Minutes

Planning and Zoning Commission

Tuesday, September 5, 2023 at 7:00 PM

City Council Chambers

1. CALL SESSION TO ORDER

The Planning and Zoning Commission meeting was called to order at 7:00PM.

2. ROLL CALL

Members of the Planning and Zoning Commission in attendance were: Cheryl Stewart, Jim Morris, Bryan Lee, Rick Hudson, Tony Wertz , and Susanna Boyer. Jerica Lawyer was not in attendance.

3. PUBLIC COMMENT

No one signed up for public comment

4. CONSENT AGENDA

4.1. Consideration and possible action of the meeting minutes from the regular scheduled Planning and Zoning Commission meeting held on August 1, 2023.

Commissioner Jim Morris made a motion to approve the meeting minutes from the regular scheduled Planning and Zoning Commission meeting held on August 1, 2023. with the addition of adding bullet notes to the Directors' Report, seconded By Commissioner Rick Hudson. Motion passed 6 Ayes to 0 Nays.

4.2. Consideration and possible action on the proposed Lidell Walker Phase 1 Final Plat, 25.134 acres, more or less, of land, 86 residential lots, one amenity lot and one park lot, located on County Road 132.

Vice Chair Bryan Lee made a motion to accept the proposed Lidell Walker Phase 1 Final Plat, 25.134 acres, more or less, of land, 86 residential lots, one amenity lot and one park lot, located on County Road 132 with ROW needing to be 70' Engineering cleared comments, side walk on each side, seconded by Commissioner Cheryl Stewart. Motion Passed 6 Ayes to 0 Nays.

4.3. Consideration and possible action on the proposed Lidell Walker Phase 2 Final Plat, 39.937 acres, more or less, of land, 194 residential lots, six open space/detention lots, and one park lot, located on the northwest corner of County Road 132 and County Road 133.

Vice Chair Bryan Lee made a motion to accept the proposed Lidell Walker Phase 2 Final Plat, 39.937 acres, more or less, of land, 194 residential lots, six open space/detention lots, and one park lot, located on the northwest corner of County Road 132 and County Road 133 with the addition of sidewalks on each side, seconded by Commissioner Rick Hudson. Motion passed 6 Ayes to 0 Nays

4.4. Consideration and possible action to disapprove the proposed Heritage Mill North Final Plat, 41.284 acres, more or less, of land, 142 lots, located on the south side of FM 1660 east of County Road 163.

Commissioner Tony Wertz made a motion to approve action to disapprove the proposed Heritage Mill North Final Plat, 41.284 acres, more or less, of land, 142 lots, located on the south side of FM 1660 east of County Road 163 Seconded by

Commissioner Rick Hudson. Motion to disapprove plat passed 6 Ayes to 0 Nays

4.5. Consideration and possible action on the proposed Mustand Creek Phase 6 Final Plat, 11.69 acres, more or less, of land, comprised of one non-residential lot east of FM1660N and south of Main Hippo Drive.

Vice Chair Bryan Lee made a motion to accept the proposed Mustand Creek Phase 6 Final Plat, 11.69 acres, more or less, of land, comprised of one non-residential lot east of FM1660N and south of Main Hippo Drive, seconded by Commissioner Jim Morris. Motion Passed 6 Ayes to 0 Nays.

5. AGENDA ITEMS

5.1. Hold a public hearing for the proposed Alta Ed Schmidt Preliminary Plat, 77.881 acres, more or less, of land, 4 multi-family lots, located on CR 119.

The public hearing opened at 7:40 PM and closed at 7:40 PM . No action taken

5.2. Hold a public hearing for the proposed CTC at Emory Crossing Preliminary Plat, 56.318 acres, more or less, of land, 1 multi-family lot, located on CR 119.

The public hearing opened at 7:44 PM. closed at 7:44 PM. No action taken

5.3. Consideration and possible action on the minor modification application of Happy Panini food truck to be located in the Historic District at 201 West Street.

John Byrum presented the applicant's request on the minor modification application of Happy Panini food truck to be located in the Historic District at 201 West Street. * Correct address to 209 operating at 201 temp A motion was made by commissioner Rick Hudson to approve the minor modification application of Happy Panini food truck to be located in the Historic District at 201 West Street Seconded by Commissioner Cheryl Stewart. Vice Chair Bryan Lee recused himself from this item as he knows the applicant, Motion passed 5 Ayes to 0 Nays

5.4. Consideration and possible action on the minor modification application of Happy Panini food truck to be located in the Historic District at 101 Main Street.

John Byrum Presented the minor modification application of Happy Panini food truck to be located in the Historic District at 101 Main Street.
A motion was made by Commissioner Cheryl Stewart, seconded by Commissioner Jim Morris.Vice Chair Bryan Lee Recused himself from this item.
Motion passed AYes to 0 Nays.

5.5. Consideration and possible action on the minor modification application of Pete's Cajun Seafood food truck to be located in the Historic District at 101 Main Street.

John Byrum presented applicant's request on the minor modification application of Pete's Cajun Seafood food truck to be located in the Historic District at 101 Main Street.Commissioner Jim Morris made a motion to approve the minor modification application of Pete's Cajun Seafood food truck to be located in the Historic District at 101 Main Street as written, seconded by CommissionerRick Hudson. Motion passed Ayes to 0 Nays

5.6. Consideration of a public hearing and possible recommendation to City Council for the proposed Specific Use Permit request for the property known as 4037 FM 1660 (North), to allow an elevated water pump station (UDC 10.304.8).

The public hearing opened at 8:00 PM and closed at 8:00 PM. Staff presented the applicants request and possible recommendation to City Council for the proposed Specific Use Permit request for the property known as 4037 FM 1660 (North), to allow an elevated water pump station (UDC 10.304.8)

Commissioner Rick Hudson made a motion to approve and possible recommendation to City Council for the proposed Specific Use Permit request for the property known as 4037 FM 1660 (North), to allow an elevated water pump station (UDC 10.304.8) as written, seconded by Commissioner Tony Wertz. Motion passed 6 Ayes to 0 Nays

5.7. Hold a public hearing and consider a recommendation to City Council for the proposed amendment to the Townwest Commons Planned Unit Development (PUD), 18.83 acres, more or less, of land, located northwest of US79 and Ed Schmidt Blvd.

The public hearing opened at 8:08 PM and closed at 8:08 PM. Ashley Bailey presented applicant's request for a recommendation to City Council for the proposed amendment to the Townwest Commons Planned Unit Development (PUD), 18.83 acres, more or less, of land, located northwest of US79 and Ed Schmidt Blvd.

A motion to approve was made by Commissioner Rick Hudson, seconded by Commissioner Jim Morris.
Motion passed 6 AYes to 0 Nays.

6. DEVELOPMENT SERVICES DIRECTOR REPORT

- internal kickoff for the UDC re write and Engineering manual with Freese and Nichols
- Looking into future 1 hour meetings to go over UDC
- October 10th full agenda

7. ADJOURNMENT

Meeting adjourned at 9:02 PM

8. CERTIFICATION

I certify that this notice of the September 5, 2023 Hutto Planning and Zoning Commission meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on September 1, 2023 at 5:00 P.M.

_____

Planning and Zoning Chair

AGENDA ITEM REPORT
4.2.

To:	Planning and Zoning Commission
Subject:	Consideration and possible action to approve Brooklands Sec Six Amended Plat, 21.59 acres, more or less, located northeast of Brooklands Drive and Swindoll Lane.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	John Byrum

BACKGROUND INFORMATION:

The proposed amended plat consists of 21.59 acres of residential development within the Brooklands subdivision. The plat consists of 101 lots, 96 of which are residential and five that are open space and/or landscape lots.

SUMMARY OF REQUEST:

The amended plat seeks to correct an error on the approved and recorded Final Plat of the same name, to amend Note 14 by removing Lot 2, Block Q from HOA ownership and maintenance requirement as it is a buildable lot.

STAFF REVIEW:

Staff recommends that the Planning and Zoning Commission recommend approval of the replat.

FISCAL NOTES:

None with this item.

POLICY IMPLICATIONS:

None with this item.

ATTACHMENTS:

1. BrooklandsSecSixAP-Init-SubmitLtr(9-13-23)
2. WCESD-Receipt-Brooklands Sec 6 Amended Plat

09/13/2023

September 11, 2023

Mr. John Byrum, Planning Manager
City of Hutto
500 W Live Oak Street
Hutto, Texas 78634

Delivered via email at John.Byrum@HuttoTX.gov

Re: **Brooklands Section Six Amended Plat**
Hutto, Williamson County, Texas
Purpose Statement Letter

Dear Mr. Byrum:

The purpose of this Brooklands Section 6 amended plat submittal is to correct a typo on the previously recorded Brooklands Section 6 final plat. Lot 2 Block Q was incorrectly included in Note 14 on the last page of the recorded plat. This amended plat revises Note 14 to remove Lot 2 from this note.

After the recording of the Brooklands Sec 6 final plat, a handful of lots have been sold to two different builders (Chesmar Homes & Castlerock Homes). Since both builders have ownership within Sec 6, their signature blocks have been added to the signature page of the final plat.

Other than the adjustment to Note 14 and the additional builder signature blocks, nothing else in the plat has changed. Please let us know if you have any questions.

Sincerely,

MillerGRAY
TBPE Firm Reg. No. F-16302

J. Travis Wilson, P.E., CFM
Principal

STATE OF TEXAS
J. TRAVIS WILSON
97307
LICENSED
PROFESSIONAL ENGINEER

9/11/2023

cc: Brett Corwin, *Project Manager* – Intermandeco (developer)

P:\00135 Intermandeco\003 Hutto, Brooklands\08_Applications\03_Subdivision\Section06-FinalPlat\230911 U00 Amended Plat Submittal\230911 Purpose Statement Letter - Amended Plat.docx

WILLIAMSON COUNTY ESD #3

501 EXCHANGE BLVD , HUTTO, TX 78634

TRANSACTION #	10998065-6078
DATE	10/04/2023 3:51 PM
RESULT	APPROVED
AUTH CODE	215101
TRANSACTION METHOD	PAYMENT LINK
TRANSACTION TYPE	SALE
CARDHOLDER NAME	BRETT CORWIN
CARD	XXXX-XXXXXX-X1126
CARD TYPE	AMEX

1 × Williamson County ESD #3 payment	$150.00
Subtotal	$150.00

TOTAL	**$150.00**

METHOD	KEY ENTERED
MID	XXXXXXXX9282
TID	001

Receipt sent via SwipeSimple, powered by CardFlight

© CardFlight, Inc. 2023

AGENDA ITEM REPORT
4.3.

To:	Planning and Zoning Commission
Subject:	Consideration and possible action to approve the proposed Northtown Commons Final Plat, 3.1 acres, more or less, of land, two (2) commercial lots, located on Limmer Loop.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	John Byrum

BACKGROUND INFORMATION:

The proposed Northtown Commons Block B Final Plat, consists of two (2) commercial lots, located on Limmer Loop, east of the corner of FM 1660 and Limmer Loop. The current zoning on the property is Planned Unit Development (PUD). The property is surrounded by Planned Unit Development (PUD) to the north, east and south and the existing Carol Meadows neighborhood lies to the east. The plat shows the 25ft setback line from the adjacent residential on the schematic.

SUMMARY OF REQUEST:

This application was reviewed to ensure consistency with the development standards of the Planned Unit Development (PUD) and the Unified Development Code (UDC) and staff has determined that the request complies with the PUD or UDC.

STAFF REVIEW:

Staff recommends approval of the Final Plat with the condition the 10ft easement shown along the west side of Lot 2 will be labeled clearly.

FISCAL NOTES:

None with this item.

POLICY IMPLICATIONS:

None with this item.

ATTACHMENTS:

1. NTCBlkB-FP-U1-Plat(9-5-23)

FINAL PLAT

BLOCK B, NORTH TOWN COMMONS

IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

LIMMER LOOP
(90' RIGHT-OF-WAY)

N

0 50 100 FT

LEGEND

IRF ◉	IRON ROD FOUND (UNLESS OTHERWISE NOTED)
IRS ●	IRON ROD SET (UNLESS OTHERWISE NOTED)
▲	CALCULATED POINT
J.A.E.	JOINT ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PRWC	PLAT RECORDS OF WILLIAMSON COUNTY
WW	EXIST. WASTEWATER LINE
	EXIST. CONTOUR
• • • • •	PROPOSED SIDEWALK

1/2"IRF NW CORNER BLK A LOT 1 NORTH TOWN COMMONS CABINET GG SLIDE 247 P.R.W.C.

N81°02'20"W 680.21'

(HEJL LEE) IRS

C1

P.O.B. IRF (VARA)

S82°43'07"E 239.78'

IRF (CAPITAL)

35' PROP. BL & PUE

JOSIAS B. BEALLE SURVEY A-97

BLOCK B LOT 1 (2.0 Ac)

NORTH TOWN COMMONS, LLC REMAINDER PORTION (±3.096Ac) OUT OF 28.449 ACRES DOC. NO. 2007062953 O.P.R.W.C.

375.99'

396.01'

N7°35'20"E 592.14'

S7°35'20"W 614.29'

35' PROP. WW EASE.

PROP. 30' J.A.E.

N82°43'07"W 219.89'

BLOCK B LOT 2 (1.1 Ac)

216.15'

218.28'

PROP. BL, DE, & PUE

25'

PROP. 10'D.E.

10'

60' WW EASE. DOC. NO. 2017109511 TO BE VACATED

45' PUE & DE

25' BUFFER

(PAPE-DAWSON) IRF

29.5'

MH

25' PROP. BUFFER

45' PUE & DE

N82°09'47"W 219.89'

5/8"IRF

SUNRIN AMERICA CORP
7.32 ACRES
DOC. NO. 2022029802
O.P.R.W.C.

CAROL MEADOWS SUBDIVISION SECTION ONE CABINET W, SLIDE 300 PRWC

MAGER MEADOWS, I PHASE II DOC. NO. 2018020539 O.P.R.W.C.

WATTLES STREET (60' R.O.W.)

35 36 34 33 32 19 18 17 16 15 1 2 3 4 5

CITY OF HUTTO

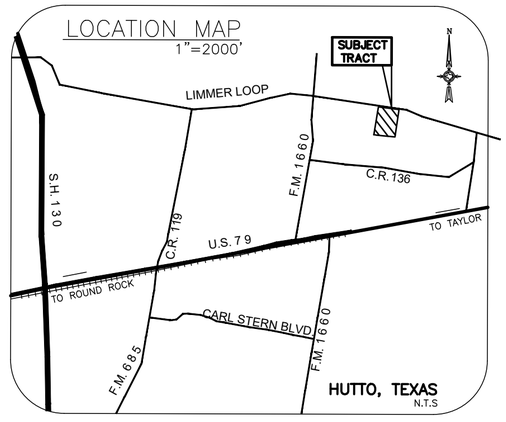
09/05/2023

NO. OF BLOCK 1
NO. OF LOT 2

MINIMUM FINISHED FLOOR ELEVATION

LOT 1	680.5
LOT 2	679.0

LOCATION MAP
1"=2000'



NOTES

1. BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS.
2. THIS PROPERTY IS SUBJECT TO THE CITY OF HUTTO PLANNED UNIT DEVELOPMENT (PUD) WITH ORDINANCE O-2023-006.

LOT AREA & LAND USE

LOT 1	2.0 Ac	COMMERCIAL
LOT 2	1.1 Ac	COMMERCIAL
TOTAL	3.1 Ac	

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD
C1	20.00'	89°25'12"	31.21'	N37°22'31"W 28.14'

OWNER INFO:
NORTH TOWN COMMONS, LLC
3874 LIMMER LOOP, HUTTO, TX 78634
BOB CASTLE, WILLIAM RANDALL RUSS, KYLE RADER
(512) 689-6982

STATE OF TEXAS REGISTERED CHIEN Y. LEE 5771 PROFESSIONAL LAND SURVEYOR

9-5-2023

CHIEN Y. LEE, P.E., R.P.L.S., AICP
REGISTERED PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 2

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TEXAS 78634
Ph:(512) 642-3292
TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

UPDATED: 9-5-2023
HLA PROJ. NO. SP1718-B
BLOCK B FINAL PLAT (SHT 1) 2023-09-05.DWG

FIELD NOTES

Being 3.10 acre tract of land located in the Josias B. Bealle Survey, Abstract No. 97 in Williamson County, Texas. Said 3.10 acre tract of land being out of the remainder of a called 28.449 acre tract of land recorded in the name of North Town Commons, LLC in Document Number 2007062953 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.). Said 3.10 acre tract of land being more particularly described by metes and bounds description as follows (bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on GPS observations);

BEGINNING at an iron rod found with "VARA" cap on the east line of a 7.32 acre tract recorded in the name of Sunrin America Corp in Doc. No. 2022029802 of the O.P.R.W.C., being on the west line of the east portion of the said 28.449 acre remainder tract, from which a 1/2" iron rod found for the northwest corner of Lot 14, Block A, North Town Commons Subdivision as recorded in Cabinet GG, Slide 247 of the Williamson County Plat Record (W.C.P.R.), bears N 81°02'20" W, a distance of 680.21 feet;

THENCE, traveling along the northeast corner of said 7.32 acre tract, and the northwest corner of said east portion of the 28.449 acre remainder tract, a curve to the left with a radius of 20.00 feet, central angle of 89°25'12", an arc length of 31.21 feet, and a chord bears N 37°22'31" W and a distance of 28.14 feet to an iron rod set with "HEJL LEE" cap on the north line of said 7.32 acre tract, being on the south line of Limmer Loop (90' R.O.W.), also being the northwest corner of herein described tract;

THENCE, S 82°43'07" E, traveling along the south line of Limmer Loop and the north line of said 28.449 acre remainder tract, a distance of 239.78 feet to an iron rod found with "CAPITAL" cap for the northeast corner of said 28.449 acre remainder tract, being on the west line of Lot 35, Carol Meadows Subdivision, Section One, as recorded in Cabinet W, Slide 300 of W.C.P.R., being the northeast corner of herein described tract;

THENCE, S 7°35'20" W, traveling along the east line of said 28.449 acre remainder tract and the west line of said Carol Meadows Subdivision, Section One, a distance of 614.29 feet to a 5/8" iron rod found for the southeast corner of said 28.449 acre tract, being the southwest corner of Lot 16 of said Carol Meadows Subdivision, Section One, being on the north line of Mager Meadows, Phase 1 as recorded in Doc. No. 2018020539 of O.P.R.W.C., also being the southeast corner of herein described tract;

THENCE, N 82°09'47" W, traveling along the south line of said 28.449 acre remainder tract and the north line of said Mager Meadows Subdivision, Phase One, a distance of 219.89 feet to an iron rod found with "PAPE DAWSON" cap for the southwest corner of east portion of said 28.449 acre remainder tract, being the southeast corner of said 7.32 acre tract, also being the southwest corner of herein described tract;

THENCE, N 7°35'20" E, traveling along the east line of said 7.32 acre tract and the west line of the east portion of said 28.449 acre remainder tract, a distance of 592.14 feet to the POINT OF BEGINNING, containing 3.10 acres of land, more or less.

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, CHIEN Y. LEE, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND AND/OR PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE APPLICABLE CODES AND ORDINANCES OF THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

9-5-2023

CHIEN Y. LEE, P.E., R.P.L.S., AICP
REGISTERED PROFESSIONAL LAND SURVEYOR
HEJL, LEE & ASSOCIATES, INC.
206 TAYLOR STREET, HUTTO, TX 78634
(512) 642-3292

STATE OF TEXAL REGISTERED CHIEN Y. LEE 5771 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, CHIEN Y. LEE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

9-5-2023

CHIEN Y. LEE, P.E., R.P.L.S., AICP
LICENSED PROFESSIONAL ENGINEER
HEJL, LEE & ASSOCIATES, INC.
206 TAYLOR STREET, HUTTO, TX 78634
(512) 642-3292

STATE OF TEXAS CHIEN Y. LEE 66022 REGISTERED PROFESSIONAL ENGINEER

NOTES

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACK LINES SHALL CONFORM WITH CITY OF HUTTO UNIFIED DEVELOPMENT CODE, AS AMENDED, OR WITH THE APPROVED PUD.
3. TIF WILL BE DUE BASED ON ORDINANCE 2021-014.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
6. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
7. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
8. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF HUTTO, WASTEWATER: CITY OF HUTTO, AND ELECTRIC: ONCOR.
9. NO PORTION OF THE AREA OF THIS SUBDIVISION IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0520F, EFFECTIVE DATE OF DECEMBER 20, 2019.
10. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2-INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
11. ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25, AND 100-YEAR STORM EVENTS. EACH LOT SHALL BE RESPONSIBLE FOR PROVIDING ITS ON-SITE STORM WATER DETENTION POND TO REGULATE STORM WATER BEFORE DISCHARGE OFF-SITE.
12. THIS SUBDIVISION IS SUBJECT TO THE FOLLOWING REGULATIONS:
    - PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE NO. O-2023-006.
    - RESTRICTIVE COVENANTS AS RECORDED IN DOC. 2008004882 OF OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, DATED 1-17-2008.
13. BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS.
14. THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT IS 85%.
15. ALL COMMON WATER, WASTEWATER, DRIVEWAY, AND DRAINAGE FACILITIES LOCATED WITHIN THIS SUBDIVISION SHALL BE OPERATED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION TO BE RECORDED IN SEPARATE INSTRUMENT.
16. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
17. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
18. THIS SUBDIVISION IS ZONED AS PUD. THIS PLAT CONFIRMS TO THE CONCEPTUAL PLAN IN PLANNED DEVELOPMENT UNIT DEVELOPMENT "NORTH TOWN COMMONS" AS APPROVED BY CITY COUNCIL BY ORDINANCE O-2023-006.

CITY OF HUTTO

09/05/2023

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____DAY OF _____, 2023, A.D., AT _____ O'CLOCK __.M. AND DULY RECORDED THIS _____DAY OF _____, 2023, A.D., AT _____ O'CLOCK, __.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK, COUNTY COURT OF
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT
BLOCK B
NORTH TOWN COMMONS

CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

COUNTY OF WILLIAMSON
STATE OF TEXAS

KNOW ALL MAN BY THESE PRESENTS:

WE, BOB CASTLE, WILLIAM RANDALL RUSS, AND KYLE RADER, OWNERS OF NORTH TOWN COMMONS, LLC, OWNS THE REMAINDER OF 28.449 ACRE TRACT OF LAND AS RECORDED IN DOCUMENT NO. 2007062953 OF OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY SUBDIVIDE PORTION OUT OF SAID REMAINDER OF 28.449 ACRE TRACT TO BE KNOWN AS

BLOCK B, NORTH TOWN COMMONS

AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE USE OF THE STREETS, EASEMENTS, AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ___ DAY OF _____, 2023, A.D.

BOB CASTLE WILLIAM RANDALL RUSS KYLE RADAR

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BOB CASTLE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ____DAY OF _____. 2023 A.D.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINT NAME
MY COMMISSION EXPIRES:_____

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM RANDALL RUSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ____DAY OF _____, 2023 A.D.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINT NAME

MY COMMISSION EXPIRES:_____

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYLE RADER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ____DAY OF _____, 2023 A.D.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINT NAME

MY COMMISSION EXPIRES:_____

PASSED AND APPROVED BY THE PLANNING & ZONING COMMISSION ON THE _____ DAY OF _____, 2023 A.D. AND AUTHORIZE TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

RICHARD HUDSON DATE ASHLEY BAILEY DATE
CHAIR DEVELOPMENT SERVICES DIRECTOR

SHEET 2 OF 2

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TX 78634
PH. (512) 642-3292
TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

AGENDA ITEM REPORT
5.1.

To:	Planning and Zoning Commission
Subject:	Consideration and possible action on the minor modification application of The Pastrami Guy food truck to be located in the Historic District at 209 Farley Street.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	

BACKGROUND INFORMATION:

Mobile food vendors/food trucks are allowed within Hutto's historic district by minor modification, which is similar to a Specific Use Permit. This request seeks to gain approval to operate The Pastrami Guy at the southeast corner of Farley Street and Main Street. The property is zoned OT-5H, Old Town - Historic. The district is the Old Town core, a mixed-use neighborhood that allows for retail, live-work, and residential. One of the goals of the area is to have substantial pedestrian activity.

The ordinance limits hours of operation for any mobile food vendor between 7 a.m. and 8 p.m, unless authorized during a special event.

SUMMARY OF REQUEST:

The Pastrami Guy food truck is looking to move to the site at 209 Farley Street to fully operate.

STAFF REVIEW:

Staff has reviewed the request and it meets the requirements of the Ordinance.

Staff recommends approval of the minor modification application for The Pastrami Guy.

FISCAL NOTES:

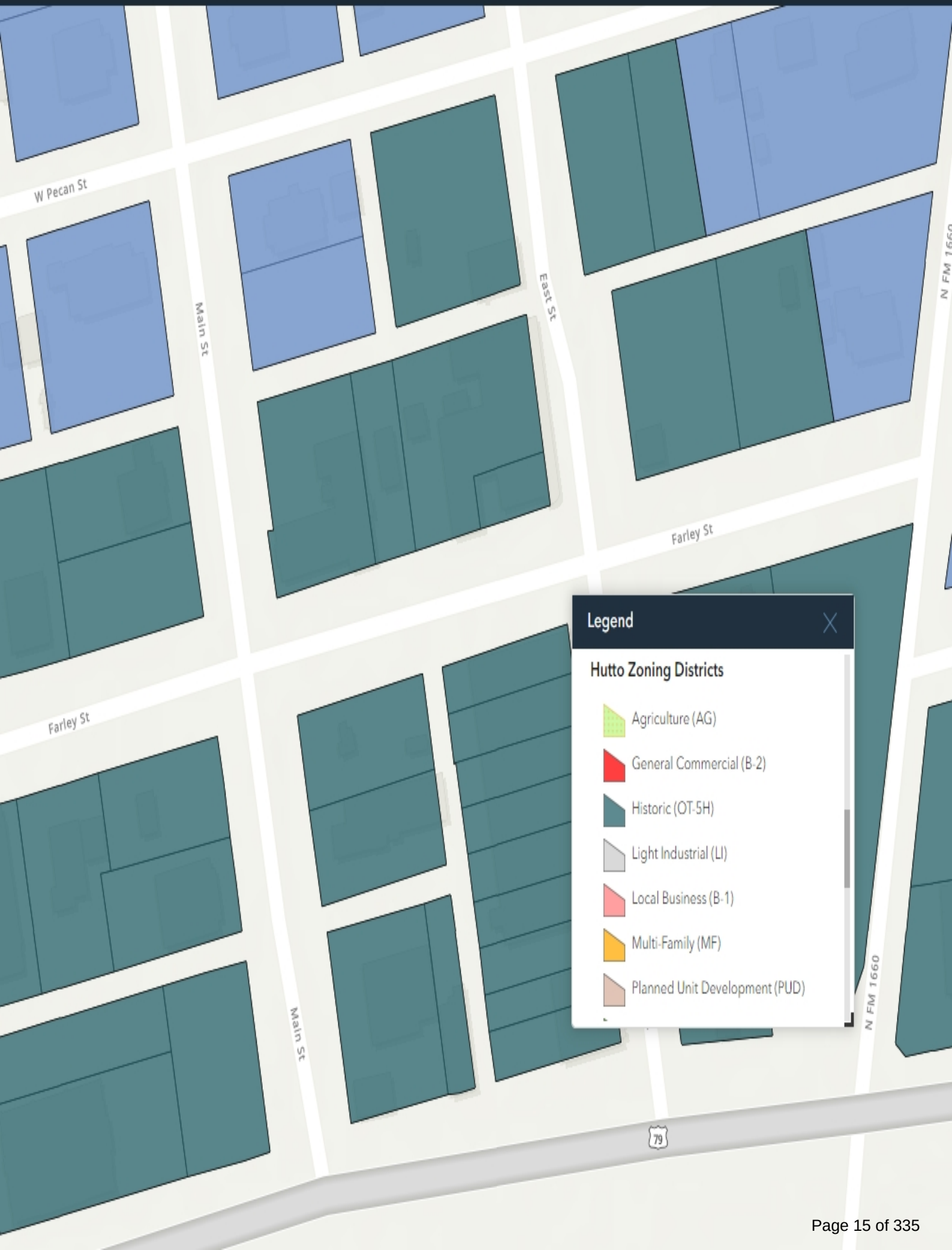
POLICY IMPLICATIONS:

ATTACHMENTS:

1. Zoning Map
2. LOI
3. food truck
4. food truck site
5. food truck site 2

6. park map

Hutto Official Zoning Map



Hello my name is Daniel Rose and my wife Amanda and I are owners of The Pastrami Guy. We are new to the food truck community and are so excited to be apart of it. We recently got our Williamson County Permit and have heard amazing things about Hutto and the tight knit community it has. I am writing this letter to ask to be apart of this wonderful town. If we were be able to be blessed with being apart of your community we will be parking at The Hippo Escape with the other food trucks. We would love the opportunity not only to be apart of the community but also be really involved with all the different events the city puts on. Thank you for your consideration and I hope you will allow us to be apart of the wonderful community of Hutto.

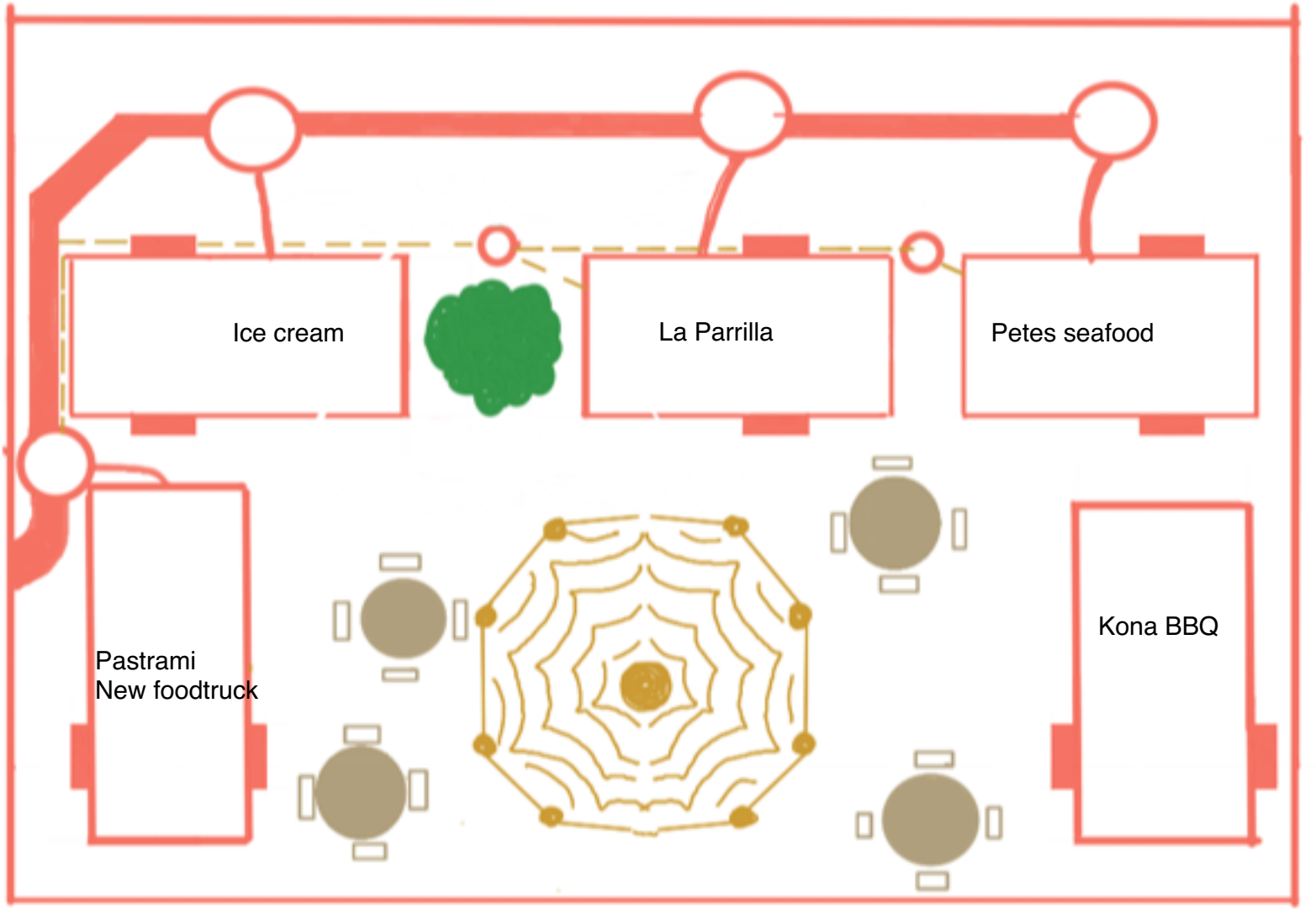
Thank you,

Daniel and Amanda Rose


The
Pastrami
Guy
512-688-0301
We Cater
OPEN


DO NOT
BLOCK
DRIVEWAY




Ice cream
La Parrilla
Petes seafood
Pastrami
New foodtruck
Kona BBQ

Konas B

AGENDA ITEM REPORT
5.2.

To:	Planning and Zoning Commission
Subject:	Consider a public hearing and possible action on the Bluffs At Blackhawk Preliminary Plat, 81.41 acres, more or less, more or less, of land, located on Rowe Lane at Melber Lane.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

The Bluffs at Blackhawk development is located outside of the City limits in the Extraterritorial Jurisdiction (ETJ). This area is subject to a 2021 Consent Agreement creating the Lakeside Municipal Utility District No. 9 (MUD).In total, the MUD is approximately 456.753 acres.Both the Independent School District (ISD) boundary realignment between Hutto and Pflugerville's ISDs and the ETJ exchange discussed in the Consent Agreement were completed in 2022.

SUMMARY OF REQUEST:

The proposed Preliminary Plat substantially conforms to the Concept Plan as approved in the Consent Agreement with 1,061 lots. The 1,013 residential lots range in size from 45-feet wide to estate-sized lots, with the majority of the residential lots are sized at a minimum of 55 feet wide. The Preliminary Plat also includes a 20 acre public school site and 107.75 acres of parkland. In addition to the parkland dedication, the Consent Agreement requires the developer to install park improvements in the amount of $500/dwelling unit.

The site will be served through a water supply contract with Manville Water Supply Corporation and an extension of the Hutto wastewater system, including construction a wastewater interceptor.

STAFF REVIEW:

Staff notified 48 property owners within the 200' buffer and to date, staff has received 4 letters in opposition and 1 letter neither in favor of nor opposition. The responses are attached to this staff report. Of all 5 responses, only 2 are within the 200' notification buffer (1 objection and 1 not in favor or objection).

Staff recommends approval of the Preliminary Plat with the condition that, prior to Final Plat submittal, the following item will be corrected:
1. The minimum floor elevation above the Base Flood Elevation will be updated to 3 feet

FISCAL NOTES:

None with this item.

AGENDA ITEM REPORT
5.2.

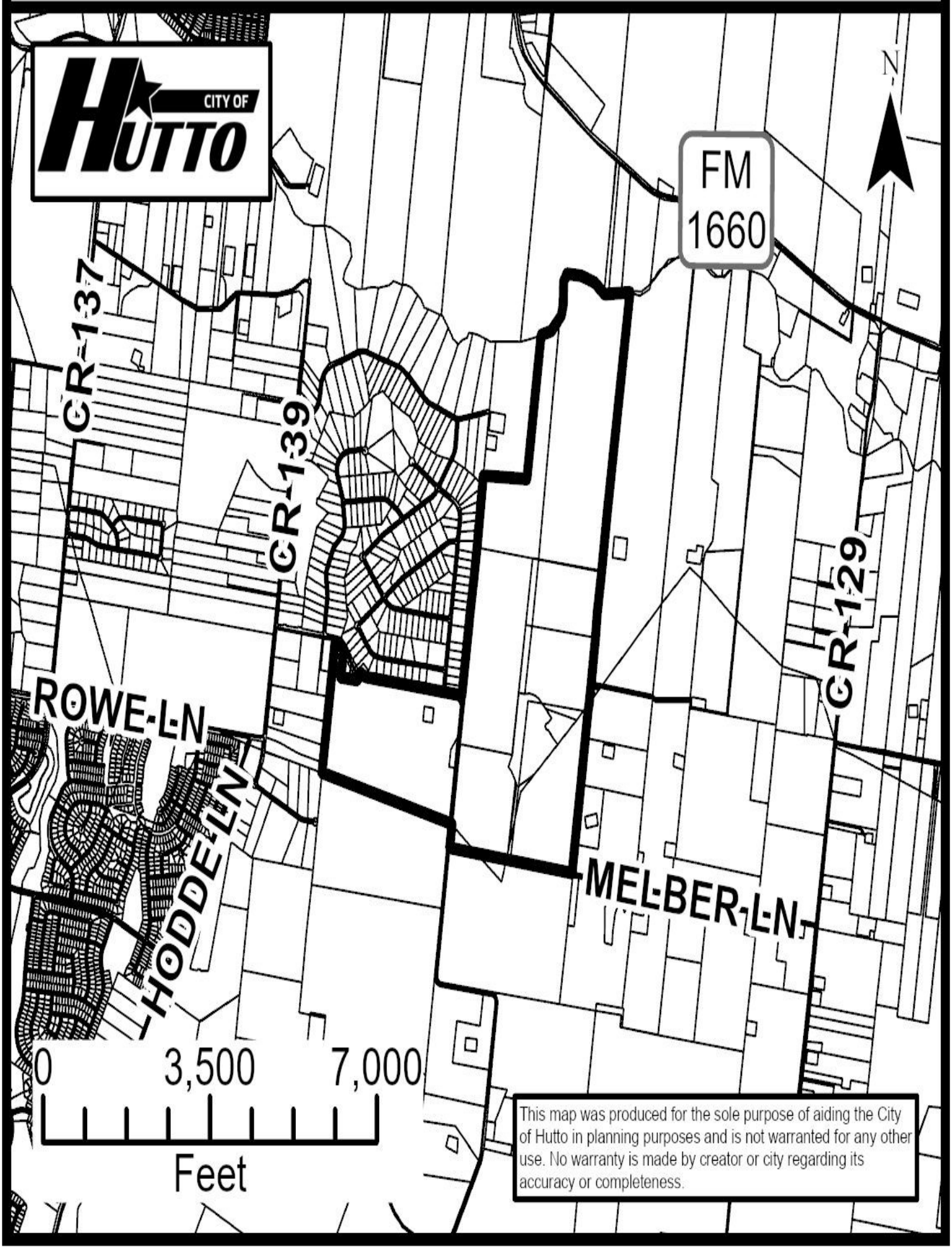
POLICY IMPLICATIONS:

None with this item.

ATTACHMENTS:

1. Bluffs_at_Blackhawk_Prelim_Newspaper_Map
2. BluffsAtBlackhawkPrelim-U3-Plat(9-12-23)
3. BluffsAtBlackhawkPrelim-Init-MUD9ConsentAgmt(1-13-23)
4. Peeples - nor in favor or opposition
5. Buser - objection
6. Klenzendorf - objection
7. Samaripa - objection
8. Zubeldia - objection

Bluffs at Blackhawk Prelim



BLUFFS AT BLACKHAWK
WILLIAMSON COUNTY/
CITY OF HUTTO ETJ
PRELIMINARY PLAT - NOT FOR RECORDATION

LEGAL DESCRIPTION

CALLED 4.910 ACRE TRACT OF LAND CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003933 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

2.222 ACRES, BEING THE REMNANT PORTION OF THE CALLED 3.50 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO ROBERT M. TIEMANN, RECORDED IN DOCUMENT NO. 2003114459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

0.065 ACRE, BEING THE REMNANT PORTION OF THE CALLED 0.61 ACRE TRACT OF LAND CONVEYED TO ROBERTY M. TIEMANN, RECORDED IN DOCUMENT NO. 2003114458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CALLED 1.000 ACRE TRACT OF LAND CONVEYED TO JOEL LUTON IN DOCUMENT NO. 2022089415, TO BLAKE GRANT IN DOCUMENT NO. 2022089416, TO MICHAEL ENDRES IN DOCUMENT NO. 2022089417, TO PEDRO ALONSO IN DOCUMENT NO. 2022089418, AND TO BRUCE DICKEY IN DOCUMENT NO. 2022089419, ALL DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CALLED 19.979 ACRE TRACT OF LAND CONVEYED TO BOARD OF TRUSTEES OF THE HUTTO INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2021121818 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

104.640 ACRES OUT OF THE REMNANT PORTION OF THE CALLED 200.24 ACRE TRACT OF LAND (TRACT 1, PARCEL C) CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

139.478 ACRES BEING THE REMNANT PORTION OF THE CALLED 159.457 ACRE (TRACT 13), CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CALLED 78.276 ACRE TRACT OF LAND (TRACT 14), CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CALLED 219.02 ACRE TRACT OF LAND (TRACT 23), CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Owner *Tiemann Legacy, LP*
21100 Carries Ranch Road
Pflugerville, TX 78660
Office: 512-990-1933
Cell: 512-923-1056
mtiemann@tbdevelopment.com

Engineer: Matthew Mitchell, P.E.
ALM Engineering, Inc.
PO Box 536
Dripping Springs, Texas 78620
512-431-9600
almeng@sbcglobal.net

Surveyor: Shane Shafer, RPLS
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD,
GEORGETOWN, TX 78628
(512) 931-3100
shane@diamondsurveying.onmicrosoft.com

Total Number of Blocks: 30
Total Number of Lots: 1049 (877 Williamson County)
Total Acreage: 569.59 AC
571.918 WITH CR 198 VACATION

Submittal Date: January 11, 2023

UTILITIES

WATER WILL BE PROVIDED BY EXTENDING AN 16" MANVILLE WATER MAIN THAT WILL BE EXTENDED THROUGH THE TRACT.

WASTEWATER WILL BE PROVIDED LAKESIDE M.U.D. #9

Water Provider : MANVILLE W.S.C.
13805 State Hwy 95,
CouPLATd, TX 78615
(512) 856-2488

Wastewater : LAKESIDE M.U.D.

Electrical Supply ONCOR ELECTRIC
3620 Franklin Av.
Waco, TX 76710
(512)244-5656

Gas Supply SiEnergy
13215 Bee Cave Parkway
Galleria Oaks Building B,
Suite B-250,
Bee Cave, TX 78738
(281) 778-6250

PRELIMINARY PARKLAND TABLE		
	AREA(ac.)	PARKLAND(ac.)
SCHOOL SITE	20.05	20.05
25 YEAR FLOODPLAIN	147.31	0.00
100 YEAR FLOODPLAIN	9.53	4.76
PARK AREA - >15% SLOPE	9.97	0.00
PARK AREA - PONDS	13.19	0.00
PARK AREA	82.94	82.94
GROSS PARK AREA	106.09	
TOTAL PARKLAND		107.75

FINAL PARKLAND AREA SUBJECT TO CHANGE BASED ON FINAL SLOPES AND POND DESIGNS. PARKLAND AGREEMENT REQUIRES A MINIMUM OF 45 ACRES INCLUDING THE SCHOOL SITE.

PROPOSED ROADWAYS WILLIAMSON COUNTY								
CURRENT PLAN	CLASSIFICATION	TRIPS PER DAY	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	ROAD SECTION	DEDICATION
MELBER LANE	ARTERIAL	3620	45	3440	120'	39' f/f	URBAN	PUBLIC
ROWE LANE	ARTERIAL	6644	45	3200	120'	2 @24' LOG-LOG	URBAN	PUBLIC
ROWE LANE	ARTERIAL	4756	45	2320	120'	39' f/f	URBAN	PUBLIC
ROWE LANE	ARTERIAL	*	45	1276	120'	TRANSITIONS	URBAN	PUBLIC
ATRI COVE	LOCAL	72	25	253	50'	30' LOG-LOG	URBAN	PUBLIC
AGERHOLM DR.	LOCAL	272	25	914	50'	30' LOG-LOG	URBAN	PUBLIC
AMBROSE DR.	LOCAL	704	24	1266	50'	30' LOG-LOG	URBAN	PUBLIC
AVEZZANO ST.	LOCAL	152	25	1160	50'	30' LOG-LOG	URBAN	PUBLIC
BARNUM DR.	MINOR COLLECTOR	952	35	237	60'	37' LOG-LOG	URBAN	PUBLIC
ARIANO DR.	LOCAL	312	25	709	50'	30' LOG-LOG	URBAN	PUBLIC
AVERSA COVE	LOCAL	56	25	173	50'	30' LOG-LOG	URBAN	PUBLIC
BILLIE KAE WAY	MINOR COLLECTOR	552	35	560	60'	37' LOG-LOG	URBAN	PUBLIC
BLACKHAWK DR.	LOCAL	168	25	1503	50'	30' LOG-LOG	URBAN	PUBLIC
BONNYMAN DR.	LOCAL	224	25	1037	50'	30' LOG-LOG	URBAN	PUBLIC
CASAMENTO DR.	LOCAL	184	25	856	50'	30' LOG-LOG	URBAN	PUBLIC
CHLOE FAITH DR.	LOCAL	296	25	2048	50'	30' LOG-LOG	URBAN	PUBLIC
DAMATO DR.	LOCAL	952	25	1380	50'	30' LOG-LOG	URBAN	PUBLIC
DUNLAP DR.	MINOR COLLECTOR	936	35	175	60'	37' LOG-LOG	URBAN	PUBLIC
DUNLAP DR.	LOCAL	720	25	530	50'	30' LOG-LOG	URBAN	PUBLIC
DYESS DR.	LOCAL	56	25	296	50'	30' LOG-LOG	URBAN	PUBLIC
EBOLI COURT	LOCAL	56	25	263	50'	30' LOG-LOG	URBAN	PUBLIC
EPPERSON LOOP	LOCAL	160	25	848	50'	30' LOG-LOG	URBAN	PUBLIC
CAMPANIA ST.	LOCAL	24	25	165	50'	30' LOG-LOG	URBAN	PUBLIC
EMILLA DR.	LOCAL	480	25	823	50'	30' LOG-LOG	URBAN	PUBLIC
FOSS DR.	MINOR COLLECTOR	1616	35	559	60'	37' LOG-LOG	URBAN	PUBLIC
DESIO CROSSING	LOCAL	1616	25	1303	60'	37' LOG-LOG	URBAN	PUBLIC
GLENSIDE AVENUE	LOCAL	0	25	175	50'	30' LOG-LOG	URBAN	PUBLIC
LODI COVE	LOCAL	32	25	278	50'	30' LOG-LOG	URBAN	PUBLIC
GRAHAM DR.	LOCAL	240	25	1194	50'	30' LOG-LOG	URBAN	PUBLIC
HANSON COURT	MINOR COLLECTOR	176	35	203	60'	37' LOG-LOG	URBAN	PUBLIC
HANSON COURT	LOCAL	176	25	554	50'	30' LOG-LOG	URBAN	PUBLIC
HAUGE COVE	LOCAL	56	25	212	50'	30' LOG-LOG	URBAN	PUBLIC
HILLARY BETH DR.	LOCAL	168	25	701	50'	30' LOG-LOG	URBAN	PUBLIC
JACOBSON DR.	LOCAL	224	25	1265	50'	30' LOG-LOG	URBAN	PUBLIC
KINSER DR.	LOCAL	472	25	993	50'	30' LOG-LOG	URBAN	PUBLIC
LABELLE DR.	LOCAL	152	25	411	50'	30' LOG-LOG	URBAN	PUBLIC
ADRANO ST.	LOCAL	200	25	316	50'	30' LOG-LOG	URBAN	PUBLIC
YAHZIE COVE	LOCAL	120	25	567	50'	30' LOG-LOG	URBAN	PUBLIC
FANO ST.	LOCAL	192	25	1012	50'	30' LOG-LOG	URBAN	PUBLIC
LUCAS COVE	LOCAL	88	25	221	50'	30' LOG-LOG	URBAN	PUBLIC
LORETO COURT	LOCAL	56	25	326	50'	30' LOG-LOG	URBAN	PUBLIC
PESARO COVE	LOCAL	72	25	222	50'	30' LOG-LOG	URBAN	PUBLIC
BRYLIE PATH	LOCAL	240	25	617	50'	30' LOG-LOG	URBAN	PUBLIC
ALBA ST.	LOCAL	64	25	134	50'	30' LOG-LOG	URBAN	PUBLIC
OWENS DR.	MINOR COLLECTOR	1068	35	116	60'	37' LOG-LOG	URBAN	PUBLIC
OWENS DR.	LOCAL	184	25	454	50'	30' LOG-LOG	URBAN	PUBLIC
OZBOURN COVE	LOCAL	72	25	343	50'	30' LOG-LOG	URBAN	PUBLIC
PAXTON LEE COURT	LOCAL	152	25	461	50'	30' LOG-LOG	URBAN	PUBLIC
BIELLA DR.	LOCAL	304	25	979	50'	30' LOG-LOG	URBAN	PUBLIC
IVREA PASS	LOCAL	504	25	1172	50'	30' LOG-LOG	URBAN	PUBLIC
PITTMAN DR.	LOCAL	272	25	1389	50'	30' LOG-LOG	URBAN	PUBLIC
STRIPE DR.	LOCAL	920	25	1029	50'	30' LOG-LOG	URBAN	PUBLIC
ROATAN DR.	LOCAL	0	25	305	50'	30' LOG-LOG	URBAN	PUBLIC
SCHWAB DR.	LOCAL	224	25	1066	50'	30' LOG-LOG	URBAN	PUBLIC
SHOUP DR.	LOCAL	120	25	300	50'	30' LOG-LOG	URBAN	PUBLIC
SIGLER DR.	LOCAL	208	25	676	50'	30' LOG-LOG	URBAN	PUBLIC
BITONTO ST.	LOCAL	576	25	330	50'	30' LOG-LOG	URBAN	PUBLIC
SWITCHGRASS PASS	MINOR COLLECTOR	952	35	247	60'	37' LOG-LOG	URBAN	PUBLIC
VANDERGRIFT DR.	LOCAL	616	25	1362	50'	30' LOG-LOG	URBAN	PUBLIC
OLBIA DR.	LOCAL	392	25	1306	50'	30' LOG-LOG	URBAN	PUBLIC

PHASING									
PHASING #	AREA (AC)	45' RES.	55' RES.	70' RES.	90' RES.	ESTATE	LANDSCAPE	LIFT STATION	SCHOOL	TOTAL
REPLAT LOT 7	9.989					1	2			3
1	19.294		64				3			67
2	40.819		35	17			3			55
3	21.558		86	5			1			92
4	26.104	62	6	21			4			93
5	52.513			42	24	1	6			73
6A	25.120		36	44			7			87
6B	7.875		22				2			24
7A	3.491									
7B	0.603									
7C	26.325								1	1
8A	20.795	88								88
8B	17.306	88								88
9	20.855	24	43	1			4			72
10	16.139	48	4				4			56
11	23.592		3	34			2			39
12	21.282		25	35			3			63
13	21.446		33	27			1			61
14	48.855		52	12			1			65
15	153.027			30			3	1		34
TOTALS	576.987	310	409	268	24	2	46	1	1	1061

REVISIONS/CORRECTIONS				
Description	Revise (R) Add (A) Void (V) Sheet No.'s	Total # Sheets in PLAT Set	REVISION DATE	WILLIAMSON COUNTY



LOCATION MAP
1"=2000'

THE LOTS LISTED BELOW MAY NOT BE FURTHER SUBDIVIDED	
LOT	BLOCK
8-13	H
15-38	H
40-46	H
7-16	I
11-25	J
2-42	O
1-37	P
1-30	Q
1-7	R
9-34	R
36-65	R
1-12	T
14-27	T
1-12	U
11-19	V
21-32	V

ROW ACREAGES	
	AREA
PFLUGERVILLE/WILLIAMSON	3.45
HUTTO/WILLIAMSON	61.52
HUTTO/TRAVIS	16.44
TOTAL	81.41

PROPOSED LOT WIDTH	ALLOWABLE IMPERVIOUS
70'-90'	45%
55'	50%
45'	50%

GENERAL NOTES:

1. BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLATE SYSTEM COORDINATES AND DISTANCES FOR THIS PROJECT ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00010.

2. VERTICAL DATUM: NAVD-88 (GEOID 2012A) PER LEICA (SMARTNET), VRS (GPS) NETWORK

BENCHMARK LIST:

BM #15067
PK NAIL SET IN TOP OF CONCRETE HEADWALL (NEAR WEST END OF HEADWALL) ON THE NORTH SIDE OF C.R. 198, APPROXIMATELY 290 FEET WEST OF THE "T" INTERSECTION OF C.R. 198 AND APACHE PASS.
SURFACE COORDINATES:
N: 10150690.1
E: 3180373.1
ELEV. = 610.26 FEET

BM# 15071
PK NAIL SET IN TOP OF CONCRETE CULVERT (NORTHEAST CORNER OF CULVERT) ON WEST SIDE OF GRAVEL DRIVEWAY ENTRANCE TO MANVILLE WATER TOWER SITE, ALONG NORTH SIDE OF C.R. 198, APPROXIMATELY 1790 FEET WEST OF "T" INTERSECTION OF C.R. 198 AND APACHE PASS.
SURFACE COORDINATES:
N: 10150938.8
E: 3178907.7
ELEV. = 654.08 FEET

BM # 15073
PK NAIL SET IN TOP OF CONCRETE HEADWALL (NORTHEAST CORNER OF HEADWALL) ON SOUTH SIDE OF C.R. 198, APPROXIMATELY 50 FEET EAST OF "T" INTERSECTION OF C.R. 198 AND TONKAWA RIDGE.
SURFACE COORDINATES:
N: 10151454.6
E: 3178248.1
ELEV. = 641.08 FEET

BM #15085
PK NAIL SET IN TOP OF CONCRETE CULVERT (SOUTH EAST CORNER OF CULVERT) ON THE NORTH SIDE OF C.R. 198, APPROXIMATELY 500 FEET EAST OF THE "T" INTERSECTION OF C.R. 198 AND C.R. 139.
SURFACE COORDINATES
N: 10151566.5
E: 3177642.3
ELEV. = 608.71 FEET

BM #15084
PK NAIL SET IN TOP OF LAYDOWN CURB ON SOUTH SIDE OF ROWE LANE, AT NORTHEAST CORNER OF "T" INTERSECTION OF ROWE LANE AND CARRIES RANCH ROAD.
SURFACE COORDINATES
N: 10150126.5
E: 3175591.4
ELEV. = 650.58 FEET

FLOOD PLAIN
BASED ON FEDERAL FLOOD ADMINISTRATION FIRM PANEL 48491C 0675F, DECEMBER 20, 2019, A PORTION OF THE SUBDIVISION IS LOCATED IN ZONE AE. FOR THE PURPOSES OF ESTABLISHED DRAINAGE EASEMENTS, FLOOD PLAIN LIMITS, AND BASE FLOOD ELEVATIONS THE 500 YR FLOOD ELEVATION WILL BE UTILIZED AS AN ALTERNATIVE TO THE 100 YR NOAA ATLAS 14 FLOODPLAIN. AT THE TIME OF FINAL PLATTING, IF A NEW ATLAS 14 1%AC STUDY HAS BEEN ADOPTED BY FEMA, THE NEWEST STUDY WILL SUPERCEDE.

HUTTO CITY OF

09/12/2023

1	COVER SHEET
2	GENERAL INFORMATION
3	EXISTING CONDITIONS PLAN SHEET 1
4	EXISTING CONDITIONS PLAN SHEET 2
5	EXISTING CONDITIONS PLAN SHEET 3
6	EXISTING CONDITIONS PLAN SHEET 4
7	OVERALL PRELIMINARY PLAN
8	PRELIMINARY PLAN SHEET 1
9	PRELIMINARY PLAN SHEET 2
10	PRELIMINARY PLAN SHEET 3
11	PRELIMINARY PLAN SHEET 4
12	PRELIMINARY PLAN SHEET 5
13	PRELIMINARY PLAN SHEET 6
14	PRELIMINARY PLAN SHEET 7
15	CR-198 VACATION PLAN
16	PRELIMINARY INTERSECTION DETAIL 1
17	PRELIMINARY INTERSECTION DETAIL 2
18	PRELIMINARY INTERSECTION DETAIL 3
19	ADT PLAN

C10.1 Drainage Maintenance
MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

C10.2 Utility Service Providers:
WATER SERVICE IS PROVIDED BY: MANVILLE W.S.C.
WASTEWATER SERVICE IS PROVIDED BY: LAKESIDE M.U.D. #9

C10.3 Improvements within the Right-of-way or Road widening easements
THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

C10.4 Rural Mailboxes
RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OFWAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

C10.6 Sight Distance Easements
NO CONSTRUCTION, PLATTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.

C10.8 Impervious Cover
DRAINAGE AND DETENTION DESIGN IS BASED THE FOLLOWING FOR RESIDENTIAL LOTS:
45' WIDTH - 50% IMPERVIOUS COVER PER LOT
55' WIDTH - 50% IMPERVIOUS COVER PER LOT
70' WIDTH - 45% IMPERVIOUS COVER PER LOT
FOR THE HUTTO I.S.D. LOT, STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY HUTTO I.S.D., WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION WILL REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

C10.9 Minimum Finished Floor Elevation
THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND 2 FEET ABOVE THE BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE. THE BRUSHY CREEK 0.2% ANNUAL YEAR EVENT (500 YR FLOODPLAIN) BASED ON FIRM MAP 48491C0675F EFFECTIVE DECEMBER 20, 2019 WILL BE USED TO ESTABLISH A MINIMUM FINISHED FLOOR ELEVATIONS ON THE PLAT OF AT LEAST 3 FEET ABOVE THE FLOODPLAIN FOR LOTS NEAR THE 500 YR. FLOODPLAIN. AT SUCH TIME AS A UPDATED FLOODPLAIN USING THE ATLAS 14 1% AC STUDY IS ESTABLISHED THE FINISHED FLOOR ELEVATIONS WILL BE A MINIMUM OF 2' ABOVE THE BFE.

C10.11 Homeowners Association
THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.

C10.14 Driveway Maintenance
DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

C11.2.3 FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN. THE BRUSHY CREEK 0.2% ANNUAL YEAR EVENT (500 YR FLOODPLAIN) BASED ON FIRM MAP 48491C0675F EFFECTIVE DECEMBER 20, 2019 WILL BE USED TO ESTABLISH THE MINIMUM FINISHED FLOOR ELEVATIONS ON THE PLAT FOR LOTS NEAR THE 500 YR. FLOODPLAIN.

C12.1 ONSITE STORMWATER DETENTION IS BEING PROVIDED FOR THIS SUBDIVISION

SIDEWALKS
SIDEWALKS WILL BE CONSTRUCTION ON BOTH SIDES OF ALL STREETS BASED ON THE CITY OF HUTTOS DETAILS AND SPECIFICATIONS. 5' SIDEWALKS WILL BE CONSTRUCTED ADJACENT TO STREETS WITH THE CONSTRUCTION OF EACH RESIDENCE. SIDEWALKS ALONG STREETS ADJACENT TO AMENITY CENTERS, OPEN SPACE, EASEMENT RIGHTS-OF-WAY, AND LAND DEDICATED FOR PARKS AND OTHER PURPOSES, AND TRAIL SYSTEMS WILL BE CONSTRUCTED BY THE DEVELOPER. THESE WILL BE MAINTAINED BY THE HOA.

ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

DRIVEWAYS
DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO ROWE LANE, MELBER LANE, OR CR 198, THE ADJACENT COUNTY ROADWAYS.

WILLIAMSON COUNTY REGULATIONS
THIS SUBDIBVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.

CITY OF HUTTO NOTES:

NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR WATER, SEWER, AND STORM SEWER.
A 5' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
A 3' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.

STRUCTURES
IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: MANVILLE W.S.C.
WASTEWATER: LAKESIDE M.U.D. #9
ELECTRIC: ONCOR ELECTRIC
GAS (NATURAL OR PROPANE): SIENERGY

DETENTION
ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.

EASEMENTS
ALL EASEMENTS WILL COMPLY WITH THE CITY OF HUTTO CODE REQUIREMENTS.
ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
AMENITY, OPEN SPACE AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

FIRE NOTE
STREETS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE ARE REQUIRED TO HAVE FIRE LANE SIGNAGE POSTED ON ONE SIDE OF THE STREET

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

STATE OF TEXAS
SHANE SHAFER
5281
REGISTERED PROFESSIONAL LAND SURVEYOR

ASHLEY BAILEY
DIRECTOR OF DEVELOPMENT SERVICES,
CITY OF HUTTO

DATE

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLATS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLATS, THE CITY OF PFLUGERVILLE MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
WILLIAMSON COUNTY
NOT FOR RECORDATION

#	REVISION	DATE

SCALE:
DATE: 9/6/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

MATTHEW MITCHELL
83335
LICENSED PROFESSIONAL ENGINEER
9-6-2023

PRELIMINARY PLAT
BLUFFS AT BLACKHAWK
CR 198
WILLIAMSON COUNTY/ TRAVIS COUNTY, TX

1 of 19

BLUFFS AT BLACKHAWK

TRACT 1 METES AND BOUNDS DESCRIPTION

FOR A 107.927 ACRE TRACT OF LAND SITUATED IN THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF THE CALLED 200.24 ACRE TRACT OF LAND (TRACT 1, PARCEL C) CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF THE CALLED 3.50 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO ROBERT M. TIEMANN, RECORDED IN DOCUMENT NO. 2003114459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL THE REMNANT PORTION OF THE CALLED 0.61 ACRE TRACT OF LAND CONVEYED TO ROBERT M. TIEMANN, RECORDED IN DOCUMENT NO. 2003114458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING OF THE CALLED 1.000 ACRE TRACT OF LAND CONVEYED TO JOEL LUTON IN DOCUMENT NO. 2022089415, TO BLAKE GRANT IN DOCUMENT NO. 2022089416, TO MICHAEL ENDRES IN DOCUMENT NO. 2022089417, TO PEDRO ALONSO IN DOCUMENT NO. 2022089418, AND TO BRUCE DICKEY IN DOCUMENT NO. 2022089419, ALL DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 107.927 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with cap marked "Diamond Surveying" on a point in the east boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being on a point in the west right-of-way line of County Road 198 (right-of-way width varies), for the southeast corner and POINT OF BEGINNING hereof, from which a 60D nail found on the southeast corner of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being on the west right-of-way line of Melber Lane (right-of-way width varies), bears S 07°34'26" W for a distance of 1317.54 feet,

THENCE, N 74°50'45" W through the interior of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, for a distance of 2770.89 feet to a 1/2" iron rod found leaning on a point in the west boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being on the northeast corner of Lot 12, Rowe Lane Estates Section Two, a subdivision recorded in Cabinet K, Slide 141 of the Plat Records of Williamson County, Texas, and recorded in Volume 91 Page 71 of the Plat Records of Travis County, Texas, same being on the southeast corner of Lot 7, Rowe Lane Estates I, a subdivision recorded in Cabinet K, Slide 75 of the Plat Records of Williamson County, Texas, same being on the southeast corner of the called 4.910 acre tract of land conveyed to Tiemann Legacy, LP, recorded in Document No. 2022003933 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof;

THENCE, with the west boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being with the east boundary line of said Rowe Lane Estates I, in part with the east boundary line of said 4.910 acre Tiemann Legacy, LP tract, the following four (4) courses and distances:

1. N 07°45'47" E passing at a distance of 150.02 feet, a 1/2" iron rod set with cap marked "Diamond Surveying" on the northeast corner of said 4.910 acre Tiemann Legacy, LP tract, continuing for a total distance of 378.27 feet to a 1/2" iron rod found on the northeast corner of said Lot 7, same being on the southeast corner of Lot 6 of said Rowe Lane Estates I, for an angle point hereof;
2. N 07°47'56" E for a distance of 378.45 feet to a 1/2" iron rod found on the northeast corner of said Lot 6, same being on the southeast corner of Lot 5 of said Rowe Lane Estates I, for an angle point hereof;
3. N 07°55'28" E for a distance of 379.94 feet to an iron rod found with cap marked "Randell Jones" on the northeast corner of said Lot 5, same being on the southeast corner of Lot 1 of said Rowe Lane Estates I, for an angle point hereof;
4. N 07°47'35" E for a distance of 358.16 feet to an iron rod found with illegible cap on northwest corner of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being on the southwest corner of said remnant portion of the 3.50 acre Tiemann tract, same being on the east boundary line of said Lot 1, Rowe Lane Estates I, for an angle point hereof;

THENCE, N 07°46'50" E with the west boundary line of said remnant portion of the 3.50 acre Tiemann tract, in part with the east boundary line of said Lot 1, Rowe Lane Estates I, in part with the east boundary line of a right-of-way dedication as shown on said Rowe Lane Estates I, in part through the interior of the right-of- way of County Road 198, passing at a distance of 464.87 feet a 1/2" iron rod found on the southeast corner of said right-of-way dedication, same being on an angle point in the south right-of-way line of County Road 198, continuing for a total distance of 501.00 feet to a cotton gin spindle set in asphalt roadway on the northwest corner of said remnant portion of the 3.50 acre Tiemann tract, same being in said interior of the right-of-way of County Road 198, for the northwest corner hereof;

THENCE, with the north boundary line of said remnant portion of the 3.50 acre Tiemann tract, same being through said interior of the right-of-way of County Road 198, the following three (3) courses and distances:

1. S 82°23'39" E for a distance of 61.40 feet to a cotton gin spindle set in asphalt roadway on the beginning of a curve to the right;
2. With said curve to the right an arc length of 168.00 feet, said curve having a radius of 300.00 feet, a delta angle of 32°05'11" and a chord which bears S 51°08'47" E for a distance of 165.82 feet to a cotton gin spindle set in asphalt roadway, for the end of this curve hereof;
3. S 35°05'20" E for a total distance of 49.28 feet to a cotton gin spindle set in asphalt roadway for the northeast corner of said remnant portion of the 3.50 acre Tiemann tract, same being on the north corner of a called 0.467 acre right-of-way dedication as shown on CR 198 – Manville Water Tank Site, a subdivision recorded in Document No. 2019103364 of the Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, S 54°55'28" W with the common boundary line of said remnant portion of the 3.50 acre Tiemann tract and said 0.467 acre right-of-way dedication, same being through said interior of the right-of-way of County Road 198, for a distance of 46.22 feet to an iron rod found with cap marked "Randell Jones" on an angle point in the east boundary line of said remnant portion of the 3.50 acre Tiemann tract, same being on the west corner of said 0.467 acre right-of-way dedication, same being on the northwest corner of Lot 1, Block A of said CR 198 – Manville Water Tank Site, same being on an angle point in said south right-of-way line of County Road 198, for an angle point hereof

THENCE, S 09°01'21" W with the common boundary line of said remnant portion of the 3.50 acre Tiemann tract and said Lot 1, Block A, for a distance of 347.54 feet to an iron rod found with cap marked "Randell Jones" on the southeast corner of said remnant portion of the 3.50 acre Tiemann tract, same being on the southwest corner of said Lot 1, Block A, same being on an angle point in the north boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, for an angle point hereof;

THENCE, S 82°25'15" E with the common boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract and said Lot 1, Block A, for a distance of 339.96 feet to an iron rod found with cap marked "Randell Jones" on the east corner of said Lot 1, Block A, same being on the south corner of said 0.467 acre right-of-way dedication, same being on the southwest corner of said remnant portion of the 0.61 acre Tiemann tract, same being on said south right-of-way line of County Road 198, for an angle point hereof;

THENCE, N 39°01'56" E with the common boundary line of said remnant portion of the 0.61 acre Tiemann tract and said 0.467 acre right-of-way dedication, same being through said interior of the right-of-way of County Road 198, for a distance of 51.58 feet to cotton gin spindle set in asphalt roadway on the northwest corner of said remnant portion of the 0.61 acre Tiemann tract, same being on the east corner of said 0.467 acre right-of-way dedication, for an angle point hereof;

THENCE, with the north boundary line of said remnant portion of the 0.61 acre Tiemann tract, same being through said interior of the right-of-way of County Road 198, with a curve to the left an arc length of 164.55 feet, said curve having a radius of 300.00 feet, a delta angle of 31°25'37" and a chord which bears S 66°41'07" E for a distance of 162.50 feet to a cotton gin spindle set in asphalt roadway on the east corner of said remnant portion of the 0.61 acre Tiemann tract, same being on an angle point in said north boundary line of the remnant portion of the 200.24 acre Tiemann Legacy, LP tract, for an angle point hereof;

THENCE, S 82°23'55" E with the north boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being through said interior of the right-of-way of County Road 198, for a distance of 2021.43 feet to an iron rod found with cap marked "SAM INC" on the northeast corner of said 200.24 acre Tiemann Legacy, LP tract, for the northeast corner hereof;

THENCE, S 07°34'26" W in part with the east boundary line of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, in part with the east boundary line of said 1.000 acre Luton, Grant, Endres, Alonso, Dickey tract, in part through said interior of the right-of-way of County Road 198, in part with the west right-of-way line of County Road 198, for a distance of 1859.13 feet to the POINT OF BEGINNING hereof and containing 107.927 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00010.

TRACT 2 METES AND BOUNDS DESCRIPTION

FOR A 455.546 ACRE TRACT OF LAND SITUATED IN THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 235, TRAVIS COUNTY, TEXAS, THE J.W. COPES SURVEY, ABSTRACT NO. 137, WILLIAMSON COUNTY, TEXAS, THE J.W. COPES SURVEY, ABSTRACT NO. 167, TRAVIS COUNTY, TEXAS, AND BEING ALL OF THE CALLED 19.979 ACRE TRACT OF LAND CONVEYED TO BOARD OF THE HUTTO INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2021121818 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 159.457 ACRE TRACT OF LAND (TRACT 13), ALL OF THE CALLED 78.276 ACRE TRACT OF LAND (TRACT 14), AND ALL OF THE CALLED 219.02 ACRE TRACT OF LAND (TRACT 23), SAID TRACTS 13, 14, AND 23 CONVEYED TO TIEMANN LEGACY, LP, RECORDED IN DOCUMENT NO. 2022003934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND RECORDED IN DOCUMENT NO. 2022005233 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 455.546 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the lower southwest corner of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being on an angle point in the north right-of-way line of Melber Lane (right-of-way width varies), for the lower southwest corner and POINT OF BEGINNING hereof;

THENCE, N 45°12'35" W with the south boundary line of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being with said north right-of-way line of Melber Lane, for a distance of 45.32 feet to a 1/2" iron rod found on the upper southwest corner of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being on the intersection of said north right-of-way line of Melber Lane and the east right-of-way line of County Road 198 (right-of-way width varies), for the upper southwest corner hereof;

THENCE, with the west boundary line of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being with said east right-of-way line of County Road 198, the following four (4) courses and distances:

1. N 08°01'45" E for a distance of 474.21 feet to a 1/2" iron rod found, for an angle point hereof;
2. N 08°11'31" E for a distance of 483.76 feet to a 1/2" iron rod found, for an angle point hereof;
3. N 07°41'19" E for a distance of 378.67 feet to a 1/2" iron rod found, for an angle point hereof;
4. N 07°13'11" E for a distance of 191.00 feet to a 1/2" iron rod found on an angle point in said west boundary line of the remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being on the southwest corner of said 78.276 acre Tiemann Legacy, LP tract, for an angle point hereof;

THENCE, with the west boundary line of said 78.276 acre Tiemann Legacy, LP tract, same being with said east right-of-way line of County Road 198, the following two (2) courses and distances:

1. N 07°44'55" E for a distance of 670.98 feet to a 1/2" iron rod found, for an angle point hereof;
2. N 42°48'54" W for a distance of 72.89 feet to a 1/2" iron rod found on the southeast corner of Lot 94, The Lookout at Brushy Creek, a subdivision recorded in Cabinet Q, Slide 288 of the Plat Records of Williamson County, Texas, for an angle point hereof;

THENCE, with the common boundary line of said 78.276 acre Tiemann Legacy, LP tract and said The Lookout at Brushy Creek, the following two (2) courses and distances:

1. N 08°18'55" E for a distance of 1771.99 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof;
2. N 08°09'45" E for a distance of 434.51 feet to a 1/2" iron rod found on the northwest corner of said 78.276 acre Tiemann Legacy, LP tract, same being on the upper southwest corner of said 219.02 acre Tiemann Legacy, LP tract, for an angle point hereof;

THENCE, with the common boundary line of said 219.02 acre Tiemann Legacy, LP tract and said The Lookout at Brushy Creek, the following six (6) courses and distances:

1. N 07°30'36" E for a distance of 343.93 feet to a 1/2" iron rod found, for an angle point hereof;
2. N 06°55'28" E for a distance of 123.41 feet to a 1/2" iron rod found, for an angle point hereof;
3. N 10°25'22" E for a distance of 44.52 feet to a 1/2" iron rod found, for an angle point hereof;
4. N 09°57'50" E for a distance of 47.98 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof, from which a 1/2" iron rod found bears S 07°01'23" W for a distance of 0.66 feet;
5. N 02°24'21" W for a distance of 174.70 feet to an iron rod found with cap marked "TLS", for an angle point hereof;
6. N 07°04'23" E for a distance of 342.03 feet to an iron rod found with cap marked "TLS", on an angle point in said west boundary line of the 219.02 acre Tiemann Legacy, LP tract, same being on the southwest corner of the called 43.00 acre tract of land conveyed to Kenneth Adix and Kristin Adix, recorded in Document No. 2021073945 of the Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, with the common boundary line of said 219.02 acre Tiemann Legacy, LP tract and said 43.00 acre Adix tract, the following two (2) courses and distances:

1. S 87°16'05" E for a distance of 917.38 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the southeast corner of said 43.00 acre Adix tract, for an angle point hereof;
2. N 07°43'41" E passing at a distance of 1955.16 feet, an iron rod found with cap marked "SB REF PT", continuing for a total distance of 2134.52 feet to a calculated point on the northwest corner of said 219.02 acre Tiemann Legacy, LP tract, same being on the northeast corner of said 43.00 acre Adix tract, same being on a point in the south boundary line of the called 99.65 acre tract of land conveyed to Bigsky Capital, LTD., recorded in Document No. 2021191282 of the Official Public Records of Williamson County, Texas, same being in the approximate center of Brushy Creek, for the northwest corner hereof;

THENCE, with the common boundary line of said 219.02 acre Tiemann Legacy, LP tract and said 99.65 acre Bigsky Capital, LTD. tract, same being with said approximate center of Brushy Creek the following twelve (12) courses and distances:

1. N 87°35'00" E for a distance of 114.75 feet to a calculated point;
2. N 68°51'00" E for a distance of 124.70 feet to a calculated point;
3. N 37°46'37" E for a distance of 223.17 feet to a calculated point;
4. N 31°30'41" E for a distance of 251.90 feet to a calculated point;
5. N 05°44'37" E for a distance of 217.89 feet to a calculated point;
6. N 15°45'55" W for a distance of 160.81 feet to a calculated point;
7. N 17°34'36" E for a distance of 132.54 feet to a calculated point;
8. N 74°26'55" E for a distance of 173.32 feet to a calculated point;
9. S 72°48'32" E for a distance of 133.78 feet to a calculated point;
10. S 63°17'38" E for a distance of 358.40 feet to a calculated point;
11. S 72°23'23" E for a distance of 129.73 feet to a calculated point;
12. S 48°41'18" E for a distance of 98.34 feet to a calculated point on the southeast corner of said 99.65 acre Bigsky Capital, LTD. tract, for an angle point hereof

TRACT 2 METES AND BOUNDS DESCRIPTION CONTINUED

THENCE, continuing with said north boundary line of the 219.02 acre Tiemann Legacy, LP tract, same being with said approximate center of Brushy Creek the following three (3) courses and distances:

1. S 48°41'18" E for a distance of 189.49 feet to a calculated point;
2. S 80°45'32" E for a distance of 101.62 feet to a calculated point;
3. N 72°17'16" E for a distance of 295.50 feet to a calculated point on the northeast corner of said 219.02 acre Tiemann Legacy, LP tract, same being on the northwest corner of the called 305.777 acre tract of land conveyed to Austin Nome Ventures, LLC, recorded in Document No. 2021107764 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof;

THENCE, S 07°40'31" W with the common boundary of said 219.02 acre Tiemann Legacy, LP tract and said 305.777 acre Austin Nome Ventures, LLC tract, in part with the west boundary line of the called 0.86 acre tract of land (Exhibit B) conveyed to Charles Parker and Wife, Gladys Parker, recorded in Volume 2628, Page 55 of the Official Records of Williamson County, Texas, for a distance of 4144.07 feet to an iron rod found with cap marked "TLS" on a point in said west boundary line of the 0.86 acre Parker tract, for an angle point hereof;

THENCE, S 07°25'12" W continuing with said common boundary of the 219.02 acre Tiemann Legacy, LP tract and the 305.777 acre Austin Nome Ventures, LLC tract, same being with said west boundary line 0.86 acre Parker tract, for a distance of 701.02 feet to an iron rod found with cap marked "TLS" on the southwest corner of said 0.86 acre Parker tract, for an angle point hereof;

THENCE, S 07°33'24" W continuing with said common boundary of the 219.02 acre Tiemann Legacy, LP tract and the 305.777 acre Austin Nome Ventures, LLC tract, for a distance of 298.75 feet to a 1/2" iron rod found on the southeast corner of said 219.02 acre Tiemann Legacy, LP tract, same being on the northeast corner of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, for an angle point hereof;

THENCE, S 07°30'20" W with the common boundary of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract and said 305.777 acre Austin Nome Ventures, LLC tract, for a distance of 716.55 feet to a 1" iron rod found on the southwest corner of said 305.777 acre Austin Nome Ventures, LLC tract, same being on the northwest corner of the called 23.573 acre tract of land conveyed to Ruby Mae Stiba Exempt Family Trust, recorded in Document No. 2022099234 of the Official Public Records of Williamson County, Texas, for and angle point hereof;

THENCE, S 07°56'51" W with the common boundary of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract and said 23.573 acre Ruby Mae Stiba Exempt Family Trust tract, for a distance of 784.67 feet to a 1" iron rod found on the southwest corner of said 23.573 acre Ruby Mae Stiba Exempt Family Trust tract, same being on the northwest corner of the called 21.032 acre tract of land conveyed to Bob Alan Bishop and wife, Bobbie L. Bishop, recorded in Volume 12468, Page 357 of the Real Property Records of Travis County, Texas, for an angle point hereof;

THENCE, S 07°52'08" W with the common boundary of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract and said 21.032 acre Bishop tract, for a distance of 699.15 feet to a 3/4" iron rod pipe on the southwest corner of said 21.032 acre Bishop tract, same being on the northwest corner of Lot 1, Brown Bennett Subdivision, recorded in Volume 90, Page 359 of the Plat Records of Travis County, Texas, for an angle point hereof;

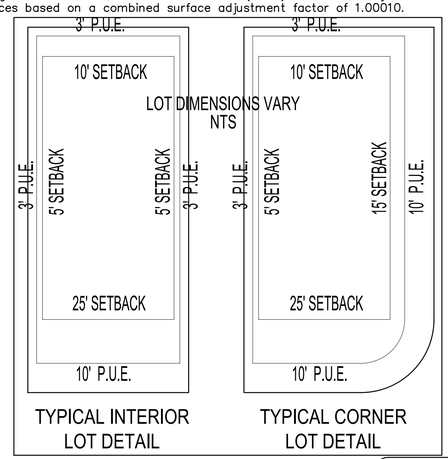
THENCE, with the common boundary of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract and said Lot 1, the following two (2) courses and distances:

1. S 07°26'50" W for a distance of 351.28 feet to a 1/2" iron rod found, for an angle point hereof;
2. S 08°06'25" W for a distance of 961.37 feet to an 1-1/2" iron pipe found on the southeast corner of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being on the southwest corner of said Lot 1, same being on a point in aforementioned north right-of-way line of Melber Lane, for the southeast corner hereof;

THENCE, with the south boundary of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, same being with said north right-of-way line of Melber Lane, the following two (2) courses and distances:

1. N 82°05'03" W for a distance of 1355.28 feet to a 1/2" iron rod found, for an angle point hereof;
2. N 81°39'35" W for a distance of 1213.19 feet to the POINT OF BEGINNING hereof and containing 455.546 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00010.



BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
WILLIAMSON COUNTY
NOT FOR RECORDATION

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

#	REVISION	DATE

SCALE:
DATE: 4/26/2023
JOB: F-3565
SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER
4-26-2023

GENERAL INFORMATION
BLUFFS AT BLACKHAWK
CR 198
WILLIAMSON COUNTY/ TRAVIS COUNTY, TX

BLUFFS AT BLACKHAWK

AREA 1
3.243 ACRE WHICH LIES WITHIN THE APPARENT R.O.W. OF C.R. 198

AREA 2
2.258 ACRES WHICH LIES WITHIN THE APPARENT R.O.W. OF C.R. 198

COUNTY ROAD 198

LOT 1 BLOCK A CR 198 - MANVILLE WATER TANK SITE DOC. NO. 2016110394 P.R.W.C.T.

ROBERT M. BOHMANN SURVEY ABSTRACT NO. 61 REMAINDER PORTION OF CALLED 3.61 AC. DOC. NO. 2003114458 O.P.R.W.C.T.

DANIEL BERGEN & GRACY BERGEN SURVEY ABSTRACT NO. 2599

TRACT 1

TRACT 2

ROBERT M. TIEMANN
REMAINDER
TRACT 1 - CALLED 200.24 AC.
DOC. NO. 2003114459 O.P.R.W.C.T.
DOC. NO. 2003280486 O.P.R.T.C.T.

TIEMANN LEGACY, LP
104.640 AC. PORTION OF TRACT 1, PARCEL 2
CALLED 200.24 AC.
DOC. NO. 2022003924
O.P.R.W.C.T.

TIEMANN LEGACY, LP
CALLED 78.274 AC.
TRACT 1A
DOC. NO. 2022003924
O.P.R.W.C.T.

BOARD OF TRUSTEES OF THE HUTTO INDEPENDENT SCHOOL DISTRICT
CALLED 19.979 AC.
DOC. NO. 2021121818
O.P.R.W.C.T.

HUTTO ISD
20.1 Ac.

EX. POND (DEMO)

DEMO. EX. POND

DETENTION POND

EXISTING CR 139

ROWE LANE

PELUGERVILLE ETJ

HUTTO ETJ

PFLUGERVILLE ETJ

ETJ

WILLIAMSON COUNTY
TRAVIS COUNTY

MELBER LANE (70' R.O.W.)

FUTURE MELBER LANE RE-ALIGNMENT

ELECTRIC TRANSMISSION EASEMENT

MATCHLINE 1

MATCHLINE 2

CONTROL POINT #382 IRON ROD SET WITH CAP "DIAMOND CONTROL" SURFACE VALUES
N: 10149935.00
E: 3180975.10
ELEV. = 638.37

30" CMP
WEST F.L. ELEV. = 634.51
EAST F.L. ELEV. = 632.80

CONTROL POINT #363 IRON ROD SET WITH CAP "DIAMOND CONTROL" SURFACE VALUES
N: 10148039.44
E: 3082698.09
ELEV. = 657.79

18" CMP
NORTH F.L. ELEV. = 636.25
SOUTH F.L. ELEV. = 635.67

12" RCP
NORTH F.L. ELEV. = 650.61'
SOUTH F.L. ELEV. = 651.58'

P.O.B. TRACT 1

P.O.B. TRACT 2

S07°34'26"W 1052.24'

N74°50'45"W 2710.89'

N74°50'45"W 1242.28'

S22°23'55"E 2021.43'

S82°26'15"E 339.96'

S89°01'21"W 347.54'

N82°23'35"W 195.54'

N07°14'35"E 556.16'

N07°36'28"E 376.94'

N07°47'55"E 376.94'

S07°45'53"E 622.07'

S07°32'30"E 1973.97'

L=405.74', R=2058.00'

S74°50'45"E 288.07'

S74°50'45"E 278.85'

DEMO EXISTING BUILDING(S) PRIOR TO SITE CONSTRUCTION

DEMO EXISTING PAVEMENT PRIOR TO SITE CONSTRUCTION

DANIEL BERGEN & GRACY BERGEN SURVEY ABSTRACT NO. 2599

LEGEND

EXISTING TREE
EXISTING CONTOURS
PROPERTY LINE
SEPTIC SETBACK
DRAINAGE EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
ATLAS 14 100 YR CALCULATED
EXISTING FENCE
P.O.B.
PROPOSED DEMOLITION

POINT OF BEARING
LIMITS OF WATER SURFACE COVERAGE FROM RUNOFF FROM A STORM HAVING A 1% PROBABILITY OF OCCURRING IN ANY YEAR PER CAB. K, SLD. 75

200 100 0 200 400
1"=200' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620

#	REVISION	DATE

SCALE: 1"=200'
DATE: 6/8/2023
JOB: F-3565
SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED PROFESSIONAL ENGINEER
6-8-2023

EXISTING CONDITIONS PLAT SHEET 1
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

3 of 19

BLUFFS AT BLACKHAWK

TIEMANN, LEGACY, LP
CALLED 78.276 AC
(PRCT. 1-5)
DOC. NO. 2022033936
O.P.R.W.C.T.

MATCHLINE 2

CHARLES PARKER AND WIFE,
GLADYS PARKER
CALLED 0.86 ACRE (EXHIBIT B)
VOL. 2628, PG. 55

S84°08'19"E
19.86'

S07°35'24"W
286.73'

CONTROL POINT #361
IRON ROD SET WITH
CAP "DIAMOND CONTROL"
SURFACE VALUES
N: 10151433.68
E: 3183856.10
ELEV. = 651.52'

S 87°07'01" W 1173.79'
N82°37'18"W
1473.79'

DEMO
EX. Pond

DEMO. EX. POND

HUTTO ISD
20.1 Ac.

BOARD OF TRUSTEES
OF THE
HUTTO INDEPENDENT
SCHOOL DISTRICT
CALLED 19.979 AC.
DOC. NO. 2021121918
O.P.R.W.C.T.

HUTTO ISD

PFLUGERVILLE ISD

EASEMENT DEED
15' WIDE EASEMENT
FOR WATERLINES TO
CHARLES ALLEN PARKER, JR.
AND WIFE, CAROLYN C. PARKER
DOC. NO. 97102419
O.P.R.W.C.T.

WILLIAMSON COUNTY
TRAVIS COUNTY

SOUTHWESTERN BELL TELEPHONE, L.P.,
A TEXAS LIMITED PARTNERSHIP
ACCESS AND CABLE EASEMENT
15' WIDE
DOC. NO. 2003059429
O.P.R.W.C.T.
AND DOC. NO. 2003129018
O.P.R.T.C.T.

EASEMENT DEED
15' WIDE EASEMENT
FOR WATERLINES TO
CHARLES ALLEN PARKER, JR.
AND WIFE, CAROLYN C. PARKER
DOC. NO. 97102419
O.P.R.W.C.T.

SOUTHWESTERN BELL TELEPHONE, L.P.,
A TEXAS LIMITED PARTNERSHIP
ACCESS AND CABLE EASEMENT 15' WIDE
DOC. NO. 2003129018
O.P.R.T.C.T.
AND DOC. NO. 2003059429
O.P.R.W.C.T.

EASEMENT DEED
15' WIDE EASEMENT
FOR WATERLINES TO
CHARLES ALLEN PARKER, JR.
AND WIFE, CAROLYN C. PARKER
DOC. NO. 97102419
O.P.R.W.C.T.

18" RCP/CMP
WEST F.L. ELEV. = 637.70'
EAST F.L. ELEV. = 637.06'
18"RCP/CMP
WEST F.L. ELEV. = 637.59'
EAST F.L. ELEV. = 637.18'

ETJ
HUTTO ETJ
PFLUGERVILLE ETJ

AREA 2
2.288 ACRES WHICH
LIES WITHIN THE
APPARENT R.O.W.
OF C.R. 198

COUNTY ROAD 198
S82°23'55"E
2021.43'

EX. POND (DEMO)

TRACT 1

TIEMANN, LEGACY, LP
104.640 AC. PORTION OF
TRACT 1, PARCEL 2
CALLED 200.24 AC.
DOC. NO. 2022033934
O.P.R.W.C.T.

CONTROL POINT #382 IRON
ROD SET WITH CAP "DIAMOND
CONTROL" SURFACE VALUES
N: 10149935.00
E: 3180975.10
ELEV. = 638.11'

30" CMP
WEST F.L. ELEV. = 634.51'
EAST F.L. ELEV. = 632.80'

S07°34'25"W
132.54'

EX. POND (DEMO)

EX. POND (DEMO)

TRACT 2

TEXAS POWER & LIGHT COMPANY
EASEMENT
(DESCRIBE INCLARITON SPECIFIC)
LENGTH=150'
VOL. 346 PG 400
D.R.W.C.T.
EASEMENT
LENGTH=120'
VOL. 396 PG 362
D.R.T.C.T.

ELECTRIC TOWER EASEMENT

ELECTRIC TOWER EASEMENT

ROBERT M. TIEMANN
REMAINDER
ACT 1 - CALLED 200.24 AC.
NO. 2003114459 O.P.R.W.C.T.
NO. 2003280486 O.P.R.T.C.T.

N74°50'45"W
2770.89'

JOHN C. DUVAL SURVEY
ABSTRACT NO. 666
WILLIAMSON COUNTY, TEXAS

P.O.B.
TRACT 1

P.O.B.
TRACT 2

MELBER LANE

18" CMP
NORTH F.L. ELEV. = 635.25'
SOUTH F.L. ELEV. = 635.60'

S 87°37'25" W 1701.14'

12" RCP
NORTH F.L. ELEV. = 650.81'
SOUTH F.L. ELEV. = 651.58'

FUTURE MELBER LANE
RE-ALIGNMENT

CONTROL POINT #363
IRON ROD SET WITH CAP
"DIAMOND CONTROL"
SURFACE VALUES
N: 10148039.44
E: 3182698.09
ELEV. = 657.79'

CONSTRUCTION ALONG
LOOP 215 BEGIN IN
PHASE 1

P.O.B
1-1/2" IPF

N 87°05'47" W 1353.20'

CONTROL POINT #361
IRON ROD SET WITH CAP
"DIAMOND CONTROL"
SURFACE VALUES
N: 10147942.09
E: 3183353.32
ELEV. = 637.41'

J. WILSON COPES SURVEY
ABSTRACT NO. 167

30" CMP
WEST F.L. ELEV. = 635.06'
EAST F.L. ELEV. = 634.47'
30" CMP
WEST F.L. ELEV. = 633.86'
EAST F.L. ELEV. = 633.42'

MELBER LANE 70' R.O.W.

LEGEND

EXISTING TREE	
EXISTING CONTOURS	
PROPERTY LINE	PL
SEPTIC SETBACK	
DRAINAGE EASEMENT	
100'ROW CONSTRUCTION EASEMENT	
A (A) 1% 100 YR CALCULATED	100 ATLAS
EXISTING FENCE	
P.O.B. +	POINT OF BEARING
E -	LIMITS OF WATER SURFACE COVERAGE FROM RUNOFF FROM A STORM HAVING A 1% PROBABILITY OF OCCURRING IN ANY YEAR PER CAB. K, SLD. 75
PROPOSED DEMOLITION	

200 100 0 200 400
1"=200' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620

#	REVISION	DATE

SCALE: 1"=200'
DATE: 6/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

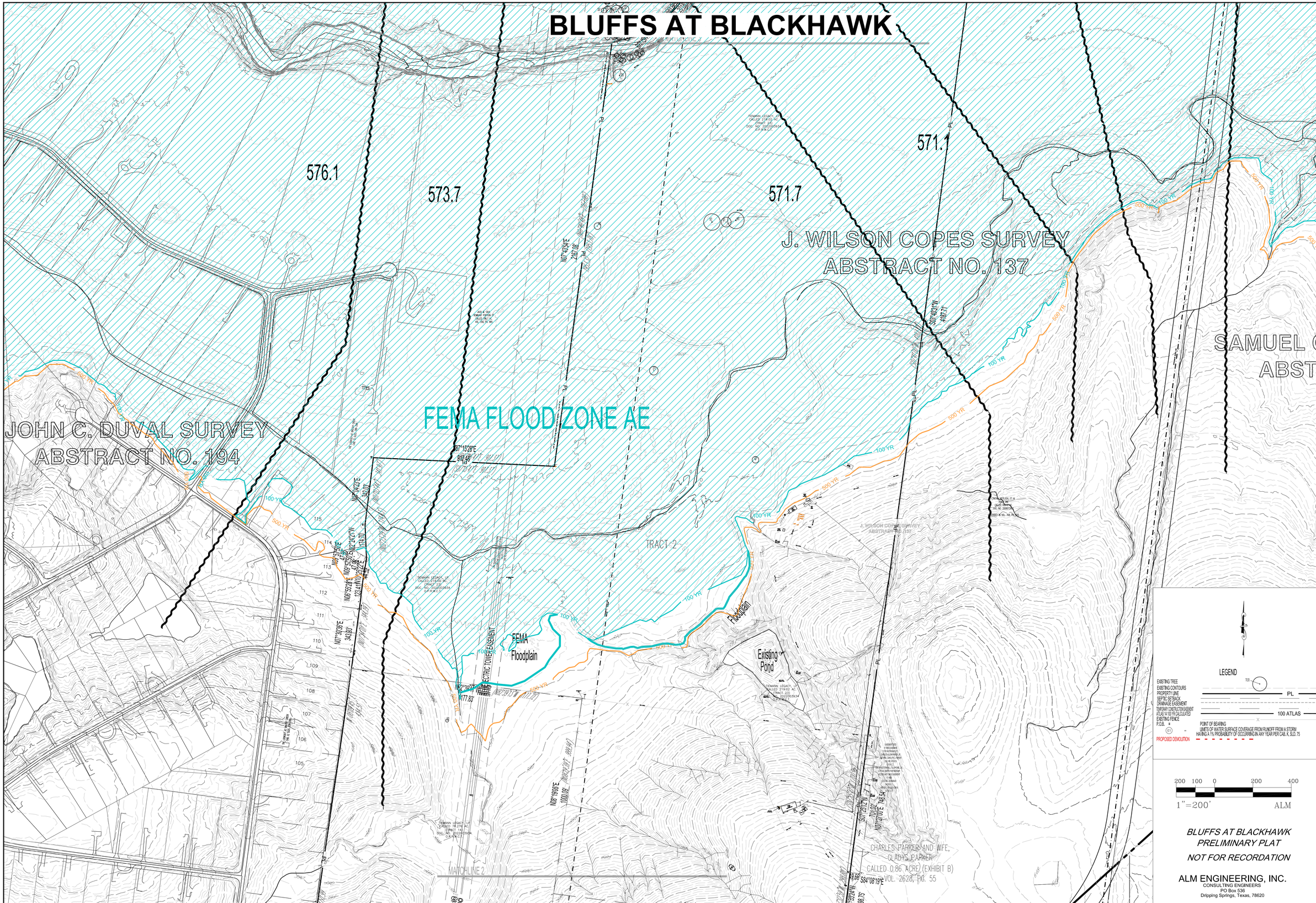
ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER
6-8-2023

EXISTING CONDITIONS PLAT SHEET 2
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

4 of 19

BLUFFS AT BLACKHAWK



BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620

#	REVISION	DATE

SCALE: 1"=200'
DATE: 6/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

F-3565

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER

6-8-2023

EXISTING CONDITIONS PLAT SHEET 3
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

5 of 19

BLUFFS AT BLACKHAWK

FEMA FLOOD ZONE AE

J. WILSON COPES SURVEY
ABSTRACT NO. 137

LEGEND

EXISTING TREE
EXISTING CONTOURS
PROPERTY LINE
SEPTIC SETBACK
DRAINAGE EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
ATLAS 14 100 YR CALCULATED
EXISTING FENCE
P.O.B.
PROPOSED DEMOLITION
POINT OF BEARING
LIMITS OF WATER SURFACE COVERAGE FROM RUNOFF FROM A STORM HAVING A 1% PROBABILITY OF OCCURRING IN ANY YEAR PER CAB. K, SLD. 75

PL
100 ATLAS

200 100 0 200 400
1"=200' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620

#	REVISION	DATE

SCALE: 1"=200'
DATE: 6/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC. F-3565
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
ENGINEER

6-8-2023

EXISTING CONDITIONS PLAT SHEET 4
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

FEMA FLOOD ZONE AE

PHASING										
PHASING #	AREA (AC)	45' RES.	55' RES.	70' RES.	90' RES.	ESTATE	LANDSCAPE	LIFT STATION	SCHOOL	TOTAL
REPLAT LOT 7	9.989					1	2			3
1	19.294		64				3			67
2	40.819		35	17			3			55
3	21.558		86	5			1			92
4	26.104	62	6	21			4			93
5	52.513			42	24	1	6			73
6A	25.120		36	44			7			87
6B	7.875		22				2			24
7A	3.491									
7B	0.603									
7C	26.325								1	1
8A	20.795	88								88
8B	17.306	88								88
9	20.855	24	43	1			4			72
10	16.139	48	4				4			56
11	23.592		3	34			2			39
12	21.282		25	35			3			63
13	21.446		33	27			1			61
14	48.855		52	12			1			65
15	153.027			30			3	1		34
TOTALS	576.987	310	409	268	24	2	46	1	1	1061

BRUSHY CREEK

LEGEND

EXISTING TREE
EXISTING CONTOURS
PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED ROW LINE — ROW
PROPOSED LOT LINE

PHASE LINES
ATLAS 14 100 YR CALCULATED — 100 ATLAS
PROPOSED SS LINE — SS
PROPOSED 15' SS INLET
PROPOSED 8" WATERLINE — W
PROPOSED 12" WATERLINE — 12 WL
PROPOSED 16" WATERLINE — 16 WL
PROPOSED FIRE HYDRANT
PROPOSED WW LINE — WW
PROPOSED 4' WW MANHOLE
P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT

300 150 0 300 600
1"=300' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAN
NOT FOR RECORDATION
WILLIAMSON&TRAVIS
COUNTY,
TEXAS

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

#	REVISION	DATE

SCALE: 1"=300'
DATE: 9/6/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

STATE OF TEXAS
MATTHEW MITCHELL
83535
LICENSED PROFESSIONAL ENGINEER
9-6-2023

OVERALL PRELIMINARY PLAN
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

TREE LIST		
TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HAWTHORE	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
3237	ELM	11
3238	LIVE OAK	28
3239	ELM	10
3240	LIVE OAK	13
3241	LIVE OAK	33
3242	LIVE OAK	8
3243	LIVE OAK	13
3244	LIVE OAK	17
3245	LIVE OAK	14
3252	SPANISH OAK	20
3273	HACKBERRY	12"
3376	SOAPBERRY	14
3377	LIVE OAK	11
3378	CEDAR ELM	10
3379	LIVE OAK	12
3380	LIVE OAK	9
3383	LIVE OAK	10
3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12578	HAWTHORN	8"
15000	LIVE OAK	9"
15001	LIVE OAK	10"
16515	COTTONWOOD	27"
16516	COTTONWOOD	14"
16517	CEDAR ELM	15"
16518	CEDAR ELM	12"
16519	CEDAR ELM	14"
16604	HACKBERRY	16"
16605	HACKBERRY	19"
16606	HACKBERRY	12"
17145	ASH	12"
17146	ASH	11"
17147	ASH	20"
17173	HAWTHORNE	10"
17257	HACKBERRY	9"
17328	MESQUITE	26"
17406	HACKBERRY	8"
17437	HACKBERRY	8"
18320	CEDAR ELM	12"
18321	CEDAR ELM	14"
18328	CEDAR ELM	15"
18329	CEDAR ELM	14"
18330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

1 L.S.,D.E.&P.U.E.

EX. POND (DEMO)

Amenity Recreation

TRACT

TIEMANN LEGACY, LP
104.640 AC. PORTION O

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED ROW LINE
PROPOSED LOT LINE
PROPOSED SIDEWALK
PHASE LINES
ATLAS 14 100 YR CALCULATED

ROW
100 ATLAS

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT

100 50 0 100 200
1"=100' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1" = 100'
DATE: 9/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC. F-3565
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS
MATTHEW MITCHELL
85535
LICENSED
PROFESSIONAL ENGINEER
9-8-2023

PRELIMINARY PLAT SHEET 1
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

8 of 19

BLUFFS AT BLACKHAWK

TREE LIST		
TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HAWTHORE	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
3237	ELM	11
3238	LIVE OAK	28
3239	ELM	10
3240	LIVE OAK	13
3241	LIVE OAK	33
3242	LIVE OAK	8
3243	LIVE OAK	13
3244	LIVE OAK	17
3245	LIVE OAK	14
3252	SPANISH OAK	20
3273	HACKBERRY	12"
3376	SOAPBERRY	14
3377	LIVE OAK	11
3378	CEDAR ELM	10
3379	LIVE OAK	12
3380	LIVE OAK	9
3383	LIVE OAK	10
3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12578	HAWTHORN	8"
15000	LIVE OAK	9"
15001	LIVE OAK	10"
16515	COTTONWOOD	27"
16516	COTTONWOOD	14"
16517	CEDAR ELM	15"
16518	CEDAR ELM	12"
16519	CEDAR ELM	14"
16604	HACKBERRY	16"
16605	HACKBERRY	19"
16606	HACKBERRY	12"
17145	ASH	12"
17146	ASH	11"
17147	ASH	20"
17173	HAWTHORNE	10"
17297	HACKBERRY	9"
17328	MESQUITE	26"
17406	HACKBERRY	8"
17437	HACKBERRY	8"
18320	CEDAR ELM	12"
18321	CEDAR ELM	14"
18328	CEDAR ELM	15"
18329	CEDAR ELM	14"
18330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

TRACT 1

TIEMANN LEGACY, LP
104.640 AC. PORTION OF
TRACT 1, PARCEL C:
CALLED 200.24 AC.
DOC. NO. 2022003934
O.P.R.W.C.T.

AMENITY POND

1 L.S.,D.E.&P.U.
Amenity
Recreation

EX. POND (DEMO)

EX. POND (DEMO)

EX. POND (DEMO)

408.86' REMOVE & REBUILD ROAD WITH PHASE 5

COUNTY ROAD 139

SOUTH POND

ROBERT M. TIEMANN
CALLED 200.24 AC.
DOC. NO. 2003114459
O.P.R.W.C.T.

TRAVIS COUNTY
JOHN C DUVAL SURVEY
ABSTRACT NO. 235
TRAVIS COUNTY, TEXAS

WILLIAMSON COUNTY
JOHN C. DUVAL SURVEY
ABSTRACT NO. 704
WILLIAMSON COUNTY, TEXAS

HUTTO ETJ
PFLUGERVILLE ETJ

MATCHLINE 1

MATCHLINE 2

P.O.B
TRACT 1

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED ROW LINE
PROPOSED LOT LINE
PROPOSED SIDEWALK
PHASE LINES
ATLAS 14 100 YR CALCULATED

ROW
100 ATLAS

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT

100 50 0 100 200
1"=100' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED PROFESSIONAL ENGINEER
9-8-2023

#	REVISION	DATE

SCALE: 1"=100'
DATE: 9/8/2023
JOB: SITE F-3565
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

PRELIMINARY PLAT SHEET 2
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

9 of 19

BLUFFS AT BLACKHAWK

TREE LIST		
TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HAWTHORE	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
3237	ELM	11
3238	LIVE OAK	28
3239	ELM	10
3240	LIVE OAK	13
3241	LIVE OAK	33
3242	LIVE OAK	8
3243	LIVE OAK	13
3244	LIVE OAK	17
3245	LIVE OAK	14
3252	SPANISH OAK	20
3273	HACKBERRY	12"
3376	SOAPBERRY	14
3377	LIVE OAK	11
3378	CEDAR ELM	10
3379	LIVE OAK	12
3380	LIVE OAK	9
3383	LIVE OAK	10
3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12578	HAWTHORN	8"
15000	LIVE OAK	9"
15001	LIVE OAK	10"
16515	COTTONWOOD	27"
16516	COTTONWOOD	14"
16517	CEDAR ELM	15"
16518	CEDAR ELM	12"
16519	CEDAR ELM	14"
16604	HACKBERRY	16"
16605	HACKBERRY	19"
16606	HACKBERRY	12"
17145	ASH	12"
17146	ASH	11"
17147	ASH	20"
17173	HAWTHORNE	10"
17297	HACKBERRY	9"
17328	MESQUITE	26"
17406	HACKBERRY	8"
17437	HACKBERRY	8"
18320	CEDAR ELM	12"
18321	CEDAR ELM	14"
18328	CEDAR ELM	15"
18329	CEDAR ELM	14"
18330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

BOB ALAN BISHOP AND W
BOBBIE L. BISHOP
CALLED 21.032 AC.
VOL. 12468, PG. 357
R.P.R.T.C.T.

EASEMENT DEED
15' WIDE EASEMENT
FOR WATERLINES TO
CHARLES ALLEN PARKER, JR.
AND WIFE, CAROLYN C. PARKER
DOC. NO. 9702419
O.R.W.C.T.

SOUTHWESTERN BELL TELEPHONE, L.P.,
A TEXAS LIMITED PARTNERSHIP
ACCESS AND CABLE EASEMENT 15' WIDE
DOC. NO. 2003129018
O.P.R.T.C.T.
AND DOC. NO. 2003059429
O.P.R.W.C.T.

TEXAS POWER & LIGHT COMPANY
EASEMENT
CENTERLINE (NO WIDTH SPECIFIED)
LENGTH 1257'
VOL. 348, PG. 400
D.R.W.C.T.
EASEMENT
LENGTH 1053'
AND VOL. 564, PG. 602
D.R.T.C.T.

CALLED 1.000 ACRE
JOEL LUTON
DOC. NO. 2002098415
BLAKE GRANT
DOC. NO. 2002098416
MICHAEL ENDRES
DOC. NO. 2009098417
PEDRO ALONSO
DOC. NO. 2002098418
BRUCE DICKEY
DOC. NO. 2002098419
O.P.R.W.C.T.

PAUL SAUL
CALLED 114.866 AC
TRACT NUMBER FOUR
DOC. NO. 200806940 1O.P.R.W.C.T.
DESCRIBED AS SECOND TRACT
IN DOC. NO. 9629830 (O.R.W.C.T.)
AND IN VOL. 12712, PG. 457
R.P.R.T.C.T.

PAUL SAUL
CALLED 114.866 AC TRACT NUMBER FOUR
DOC. NO. 200806940 1O.P.R.W.C.T. DESCRIBED
AS SECOND TRACT
IN DOC. NO. 9629830 (O.R.W.C.T.) AND IN VOL.
12712, PG. 457 R.P.R.T.C.T.

DEMO EXISTING ROADWAY WITH ROWE LOOP EXTENSION IN PHASE 7

LOT 1

BROWN BENNETT SUBDIVISION

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED ROW LINE
PROPOSED LOT LINE
PROPOSED SIDEWALK
PHASE LINES
ATLAS 14 100 YR CALCULATED
ROW
100 ATLAS

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT

1"=100' (100 50 0 100 200) ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1" = 100'
DATE: 9/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER
9-8-2023

PRELIMINARY PLAT SHEET 3
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

10 of 19

BLUFFS AT BLACKHAWK

MATCHLINE/5

MATCHLINE 3

DRAINAGE EASEMENT

100 ATLAS

ROBERT M. TIEMANN AND CARRIE PARKER TIEMANN CALLED 78.276 AC. DOC. NO.:2021044343 O.P.R.W.C.T.

TIEMANN LEGACY, LP 139.478 AC. REMNANT PORTION OF CALLED 159.457 AC. (TRACT 13) DOC. NO. 2022003934 O.P.R.W.C.T.

CHARLES PARKER TIEMANN AND GLADYS P. TIEMANN CALLED 0.86 ACRES VOL. 2628, PG. 550 D.R.W.C.T.

WALTER H. RANDIG AND WIFE, MARIE F. RANDIG CALLED 192 AC VOL. 768, PG. 550 D.R.W.C.T.

FRANKLIN ST CALLED 23.57 VOL. 2443, PG O.R.W.C.T.

BOB ALAN BISHOP AN BOBBIE L. BISHOP CALLED 21.032 AC. VOL. 12468, PG. 357

BOARD OF TRUSTEES OF THE HUTTO INDEPENDENT SCHOOL DISTRICT CALLED 19.979 AC. DOC. NO. 2021121818 O.P.R.W.C.T.

HUTTO ISD
LOT 60 - SCHOOL
20.047 AC.

DEMO
EX. Pond

DEMO. EX. POND

R60' TEMPORARY CUL-DE-SAC EASEMENT

TEMPORARY ROADWAY EASEMENT

CONTROL POINT #361
IRON ROD SET WITH
CAP "DIAMOND CONTROL"
SURFACE VALUES
N: 10151433.58
E: 3183856.10
ELEV. = 651.52'

ELECTRIC TOWER EASEMENT

AVEZANO ST.
AMBROSE DR.
DESIO CROSSING
CAMPANIA ST.
LABELLE DR.
ADRIANO ST
ACERENZIO DR
FOSS DR
MELBER LANE
JACOBSON DR.
PITTMAN DR.
BILLIE JOE HWY
CHLOE FAITH DR.
STRIDE CIR.
TIMOTHY ST.

BLOCK "H"
BLOCK "I"
BLOCK "L"
BLOCK "M"
BLOCK "N"
BLOCK "P"
BLOCK "R"
BLOCK "S"
BLOCK "V"

LOT 95
HE LOOKOUT AT
HY CREEK"
LDS. 288-298
R.W.C.T.

LOT 94
OOKOUT AT
HY CREEK"
LDS. 288-298
R.W.C.T.

ROAD WITH PHASE 5

LOW TRANSMISSION SERVICES CORPORATION CALLED 1.48 AC. CLOSE NO. 2018082 O.P.R.W.C.T.

J.W. COPES SURVEY, ABST. NO. 137 (WILLIAMSON COUNTY)

WILLIAMSON COUNTY
TRAVIS COUNTY

TREE LIST		
TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HAWTHORE	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
3237	ELM	11
3238	LIVE OAK	28
3239	ELM	10
3240	LIVE OAK	13
3241	LIVE OAK	33
3242	LIVE OAK	8
3243	LIVE OAK	18
3244	LIVE OAK	17
3245	LIVE OAK	14
3252	SPANISH OAK	20
3273	HACKBERRY	12"
3376	SOAPBERRY	14
3377	LIVE OAK	11
3378	CEDAR ELM	10
3379	LIVE OAK	12
3380	LIVE OAK	9
3383	LIVE OAK	10
3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12578	HAWTHORN	8"
15000	LIVE OAK	9"
15001	LIVE OAK	10"
16515	COTTONWOOD	27"
16516	COTTONWOOD	14"
16517	CEDAR ELM	15"
16518	CEDAR ELM	12"
16519	CEDAR ELM	14"
16604	HACKBERRY	16"
16605	HACKBERRY	19"
16606	HACKBERRY	12"
17145	ASH	12"
17146	ASH	11"
17147	ASH	20"
17173	HAWTHORNE	10"
17297	HACKBERRY	9"
17328	MESQUITE	26"
17406	HACKBERRY	8"
17437	HACKBERRY	8"
18320	CEDAR ELM	12"
18321	CEDAR ELM	14"
18328	CEDAR ELM	15"
18329	CEDAR ELM	14"
19330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

#	REVISION	DATE

SCALE: 1"=100'
DATE: 9/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
9-8-2023

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED ROW LINE
PROPOSED LOT LINE
PROPOSED SIDEWALK
PHASE LINES
ATLAS 14 100 YR CALCULATED
ROW
100 ATLAS

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT

100 50 0 100 200
1"=100' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

PRELIMINARY PLAT SHEET 4
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

11 of 19

BLUFFS AT BLACKHAWK

MATCHLINE 6

50' FORCE MAIN EASEMENT

TRACT 2

S 87°16'05" E
917.38'

TIEMANN LEGACY, LP
CALLED 219.02 AC.
(TRACT 23)
DOC. NO. 2022003934
O.P.R.W.C.T.

TIEMANN LEGACY, LP
CALLED 78.276 AC.
(TRACT 14)
DOC. NO. 2022003934
O.P.R.W.C.T.

CYNTHIA MOTLOCH, ET AL
TRACT ONE
CALLED 195.49 AC.
DOC. NO. 2006072662

DESCRIBED IN VOL. 768, PH. 550

110 LIFT STATION
616764
MIN. FFE 578.0

14 ESTATE LOT

DRAINAGE EASEMENT

DRAINAGE EASEMENT

ELECTRIC TOWER EASEMENT

FEMA Floodplain

Existing Pond

R60' TEMPORARY CUL-DE-SAC EASEMENT

MATCHLINE 5

OZBOURN COVE

HAUGE COVE

GRAHAM DR

GLENSIDE AVENUE

IVREA PASS

EBOLI COURT

EPPERSON LOOP

EPPERSON LEAP

ATRI COVE

BITONTO ST.

ACERENZA DR

CAMPANIA ST.

BLOCK "S"

BLOCK "T"

BLOCK "V"

BLOCK "W"

LOT(S)

ROW

MBU

100 YR

500 YR

100 ATLAS

1 L.S.,D.E., & P.U.E.

56 L.S.,D.E.,&P.U.E.

91 L.S.,D.E.,&P.U.E.

111 L.S.,D.E.,&P.U.E.

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED ROW LINE
PROPOSED LOT LINE
PROPOSED SIDEWALK
PHASE LINES
ATLAS 14 100 YR CALCULATED
ROW
100 ATLAS

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT

1"=100'

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

TREE LIST		
TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HAWTHORE	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
3237	ELM	11
3238	LIVE OAK	28
3239	ELM	10
3240	LIVE OAK	33
3241	LIVE OAK	33
3242	LIVE OAK	8
3243	LIVE OAK	13
3244	LIVE OAK	17
3245	LIVE OAK	14
3252	SPANISH OAK	20
3273	HACKBERRY	12"
3376	SOAPBERRY	14
3377	LIVE OAK	11
3378	CEDAR ELM	10
3379	LIVE OAK	12
3380	LIVE OAK	9
3383	LIVE OAK	10
3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12578	HAWTHORN	8"
15000	LIVE OAK	9"
15001	LIVE OAK	10"
16515	COTTONWOOD	27"
16516	COTTONWOOD	14"
16517	CEDAR ELM	15"
16518	CEDAR ELM	12"
16519	CEDAR ELM	14"
16604	HACKBERRY	16"
16605	HACKBERRY	19"
16606	HACKBERRY	13"
17145	ASH	12"
17146	ASH	11"
17147	ASH	20"
17173	HAWTHORNE	10"
17297	HACKBERRY	9"
17328	MESQUITE	26"
17406	HACKBERRY	8"
17437	HACKBERRY	8"
18320	CEDAR ELM	12"
18321	CEDAR ELM	14"
18328	CEDAR ELM	15"
18329	CEDAR ELM	22"
18330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
TBPE F-3565

#	REVISION	DATE

SCALE: 1"=100'
DATE: 9/8//2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER
9-8-2023

PRELIMINARY PLAT SHEET 5
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

12 of 19

BLUFFS AT BLACKHAWK

MATCHLINE 7

N 87°35'00" E 114.75'

N 68°51'00" E 124.70'

APPROXIMATE CENTER OF BRUSHY CREEK & APPROX. SURVEY LINE

J.W. COPES SURVEY, ABST. NO. 137 (WILLIAMSON COUNTY)

KENNETH ADIX AND KRISTIN ADIX CALLED 43.00 AC. SAVE & EXCEPT 2.00 AC. DOC. NO. 2021073945

TIEMANN LEGACY, LP CALLED 219.02 AC. (TRACT 23) DOC. NO. 2022003934 O.P.R.W.C.T.

J.C. DUVAL SURVEY, ABST. NO. 194 (WILLIAMSON COUNTY)

50' FORCE MAIN EASEMENT

TEMPORARY BORE PIT AREA

39958 500yr 574.1

38797 500yr 573.4

41032 500yr 575.6

N 87°43'41" E 2134.52'

S 87°40'37" W 4144.07'

S 87°16'05" E 917.38'

MATCHLINE 6

50' FORCE MAIN EASEMENT

100 YR

100 ATLAS

TYD LIFT STATION

616764 MIN. FFE 575.0

16

J. WILSON COPES SUR

ABSTRACT NO. 137

FEMA FLOOD ZONE AE

TREE LIST		
TAG #	TYPE	DIA. (in.)
3090	HACKBERRY	27
3091	PECAN	25
3092	HAWTHORN	10
3130	ASH	13
3131	ASH	12
3132	HACKBERRY	13
3133	HACKBERRY	22
3134	HACKBERRY	10
3135	HACKBERRY	10
3136	ASH	15
3137	ELM	14
3143	LIVE OAK	15
3145	PECAN	15
3146	LIVE OAK	11
3207	HAWTHORN	10
3208	HAWTHORE	11
3209	PECAN	9
3210	CEDAR ELM	9
3211	CEDAR ELM	9
3212	ASH	15
3213	ELM	14
3214	SPANISH OAK	13
3215	PINE	10
3216	PINE	17
3217	LIVE OAK	16
3237	ELM	11
3238	LIVE OAK	28
3239	ELM	10
3240	LIVE OAK	13
3241	LIVE OAK	33
3242	LIVE OAK	8
3243	LIVE OAK	13
3244	LIVE OAK	17
3245	LIVE OAK	14
3252	SPANISH OAK	20
3273	HACKBERRY	12"
3376	SOAPBERRY	14
3377	LIVE OAK	11
3378	CEDAR ELM	10
3379	LIVE OAK	12
3380	LIVE OAK	9
3383	LIVE OAK	10
3384	LIVE OAK	8
3385	LIVE OAK	15
3386	LIVE OAK	9
3387	LIVE OAK	9
3388	HACKBERRY	9
3389	PINE	8
3390	LIVE OAK	12
3391	HACKBERRY	12
3392	CEDAR ELM	12
3393	CEDAR ELM	9
3394	LIVE OAK	9
3395	LIVE OAK	13
3396	CEDAR ELM	13
3397	LIVE OAK	15
3398	LIVE OAK	14
3399	LIVE OAK	12
3400	LIVE OAK	8
3401	LIVE OAK	8
3402	CEDAR ELM	8
3403	CEDAR ELM	11
3404	LIVE OAK	12
3405	MULBERRY	14
3406	CEDAR ELM	8
3407	LIVE OAK	13
3408	CEDAR ELM	8
3409	CEDAR ELM	8
3410	HACKBERRY	33
6590	CEDAR ELM	10
6592	CEDAR ELM	13
6593	CEDAR ELM	12
10666	ELM	11"
10666	ELM	11"
10670	PECAN	42"
10670	PECAN	42"
10671	PECAN	25"
10671	PECAN	25"
10672	PECAN	42"
10672	PECAN	42"
12578	HAWTHORN	8"
15000	LIVE OAK	9"
15001	LIVE OAK	10"
16515	COTTONWOOD	27"
16516	COTTONWOOD	14"
16517	CEDAR ELM	15"
16518	CEDAR ELM	12"
16519	CEDAR ELM	14"
16604	HACKBERRY	16"
16605	HACKBERRY	19"
16606	HACKBERRY	12"
17145	ASH	12"
17146	ASH	11"
17147	ASH	20"
17173	HAWTHORNE	10"
17297	HACKBERRY	9"
17328	MESQUITE	26"
17406	HACKBERRY	8"
17437	HACKBERRY	8"
18320	CEDAR ELM	12"
18321	CEDAR ELM	14"
18328	CEDAR ELM	15"
18329	CEDAR ELM	14"
18330	CEDAR ELM	22"
19208	HACKBERRY	10"
19209	HACKBERRY	16"
19210	WILLOW	15"
19211	WILLOW	14"

TREE LIST		
TAG #	TYPE	DIA. (in.)
32178	BOIS D'ARC	22"
32319	CEDAR ELM	17"
32320	HACKBERRY	17"
32357	HACKBERRY	9"
32358	HACKBERRY	12"
32359	HACKBERRY	9"
32360	ELM	11"
32361	ELM	11"
32362	ELM	12"
32363	ELM	9"
32365	CEDAR ELM	14"
32369	HACKBERRY	16"
32373	HACKBERRY	15"
32377	CEDAR ELM	8"
32378	HACKBERRY	10"
32379	ELM	11"
32380	CHINABERRY	32"
32599	PECAN	39"
32600	PECAN	20"
32601	PECAN	22"
32602	PECAN	27"
32603	PECAN	31"
32604	PECAN	16"
32605	PECAN	10"
32606	PECAN	20"
32607	PECAN	13"
32608	PECAN	22"
32609	PECAN	20"
32610	PECAN	18"
32611	PECAN	32"
32612	PECAN	15"
32613	PECAN	18"
32614	PECAN	17"
32615	PECAN	23"
32616	PECAN	18"
32617	PECAN	27"
32618	ELM	13"
32619	ELM	16"
32620	ELM	16"
32621	ELM	16"
32622	PECAN	22"
32623	ELM	16"
32624	PECAN	24"
32625	CHINABERRY	11"
32678	ELM	13"
32679	ELM	11"
32729	HACKBERRY	10"
32731	HACKBERRY	12"
32732	HACKBERRY	9"
32733	HACKBERRY	12"
32734	HACKBERRY	25"
32736	HACKBERRY	26"
32737	HACKBERRY	13"
32738	HACKBERRY	18"
32739	HACKBERRY	12"
32740	HACKBERRY	9"
32741	HACKBERRY	12"
32752	HACKBERRY	17"
32766	PECAN	30"
32767	HACKBERRY	15"
32768	HACKBERRY	9"
32769	HACKBERRY	12"

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED ROW LINE
PROPOSED LOT LINE
PROPOSED SIDEWALK
PHASE LINES
ATLAS 14 100 YR CALCULATED

ROW

100 ATLAS

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT

100 50 0 100 200

1"=100' ALM

BLUFFS AT BLACKHAWK PRELIMINARY PLAT

NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1"=100'
DATE: 9/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER
9-8-2023

PRELIMINARY PLAT SHEET 6
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

13 of 19

BLUFFS AT BLACKHAWK

R020623
BIGSKY CAPITAL LTD ET AL
FM 1660, HUTTO, TX 78634

CITY OF HUTTO, TEXAS
CALLED 155.136 AC.
DOC. NO. 2008034765

50' FORCE MAIN EASEMENT

BRUSHY CREEK
BRUSHY CREEK

APPROXIMATE CENTER OF BRUSHY CREEK & APPROX SURVEY LINE

APPROXIMATE CENTER OF BRUSHY CREEK & APPROX SURVEY LINE

PROPOSED 1,066 AC. WASTEWATER EASEMENT

BENCHMARK: "X" CUT ON TOP OF BOLT ON LOOP HIGH METAL POWER POLE, BOLT LOCATED ON NORTH FACING SIDE OF POWER POLE (OWNER) 7512' ELEVATION=570.70'

N 74°26'55" E 173.32'
S 72°48'32" E 133.78'
N 73°34'56" E 132.52'
S 63°17'38" E 358.42'
S 72°23'23" E 128.32'
S 49°41'18" E 189.49'
S 28°48'37" E 98.54'
S 80°45'32" E 101.62'
N 72°17'16" E 295.50'
N 15°45'55" W 1604.12'
N 08°44'37" E 217.89'
N 37°50'44" E 251.30'
N 37°46'37" E 223.17'
N 87°35'00" E 114.75'
N 68°51'00" E 124.70'

MATCHLINE 7

J.W. COPES SURVEY,
ABST. NO. 137
(WILLIAMSON COUNTY)

J.C. DUVAL SURVEY,
ABST. NO. 194
(WILLIAMSON COUNTY)

KENNETH ADIX AND
KRISTIN ADIX
CALLED 43.00 AC.
SAVE & EXCEPT 2.00 AC.
DOC. NO. 2021073945

TIEMANN LEGACY, LP
CALLED 218.02 AC.
(TRACT 23)
DOC. NO. 2022003934
O.P.R.W.C.T.

TEMPORARY BORE PIT AREA

50' FORCE MAIN EASEMENT

100 ATLAS
500 YR
100 YR

16

39958
500yr 574.1

38797
500yr 573.4

FEMA

TREE LIST		
TAG #	TYPE	DIA. (in.)
32178	BOIS D'ARC	22"
32319	CEDAR ELM	17"
32320	HACKBERRY	17"
32357	HACKBERRY	9"
32358	HACKBERRY	12"
32359	HACKBERRY	9"
32360	ELM	11"
32361	ELM	11"
32362	ELM	12"
32363	ELM	9"
32365	CEDAR ELM	14"
32369	HACKBERRY	16"
32373	HACKBERRY	15"
32377	CEDAR ELM	8"
32378	HACKBERRY	10"
32379	ELM	11"
32380	CHINABERRY	32"
32599	PECAN	39"
32600	PECAN	20"
32601	PECAN	22"
32602	PECAN	27"
32603	PECAN	31"
32604	PECAN	16"
32605	PECAN	10"
32606	PECAN	20"
32607	PECAN	13"
32608	PECAN	22"
32609	PECAN	20"
32610	PECAN	18"
32611	PECAN	32"
32612	PECAN	15"
32613	PECAN	18"
32614	PECAN	17"
32615	PECAN	23"
32616	PECAN	18"
32617	PECAN	27"
32618	ELM	13"
32619	ELM	16"
32620	ELM	16"
32621	ELM	16"
32622	PECAN	22"
32623	ELM	16"
32624	PECAN	24"
32625	CHINABERRY	11"
32678	ELM	13"
32679	ELM	11"
32729	HACKBERRY	10"
32731	HACKBERRY	12"
32732	HACKBERRY	9"
32733	HACKBERRY	12"
32734	HACKBERRY	25"
32736	HACKBERRY	26"
32737	HACKBERRY	13"
32738	HACKBERRY	18"
32739	HACKBERRY	12"
32740	HACKBERRY	9"
32741	HACKBERRY	12"
32752	HACKBERRY	17"
32766	PECAN	30"
32767	HACKBERRY	15"
32768	HACKBERRY	9"
32769	HACKBERRY	12"

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED ROW LINE
PROPOSED LOT LINE
PROPOSED SIDEWALK
PHASE LINES
ATLAS 14 100 YR CALCULATED

ROW
100 ATLAS

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT

100 50 0 100 200
1"=100' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1"=100'
DATE: 9/8/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
F-3565
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS
MATTHEW MITCHELL
83335
9-8-2023

PRELIMINARY PLAT SHEET 7
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

BLUFFS AT BLACKHAWK

COUNTY ROAD 198

408.86' REMOVE & REBUILD ROAD WITH PHASE 5

1 L.S.
Amenity
Recreation

AMENITY POND

EX. POND (DEMO)

TRACT 1

TIEMANN LEGACY, LP
104.640 AC. PORTION OF
TRACT 1, PARCEL C:
CALLED 200.24 AC.
DOC. NO. 2022003934
O.P.R.W.C.T.

EX. POND (DEMO)

EX. POND (DEMO)

SOUTH POND
637.00 - 18" CIRC. ORIFICE

612.00 - 4 @ 30" CMP
615.00 - TRAP. CONC. SPILLWAY

DEMO. EX. POND

ELECTRIC TOWER EASEMENT

ROWE LANE

COUNTY ROAD 139

120' R.O.W.

ETJ

HUTTO ETJ

PFLUGERVILLE ETJ

WILLIAMSON COUNTY

TRAVIS COUNTY

JOHN C DUVAL SURVEY
ABSTRACT NO. 235
TRAVIS COUNTY, TEXAS

ROBERT M. TIEMANN
CALLED 200.24 AC.
DOC. NO. 2003114459
O.P.R.W.C.T.

P.O.B.
TRACT 1

EXISTING CR-198 TO REMAIN

CR-198 VACATION NOTES:
TIEMANN LEGACY, LP, INTENDS TO VACATE A PORTION OF CR 198 WITHIN THE DEVELOPMENT OF BLUFFS AT BLACKHAWK. IT IS THEIR INTENT TO VACATE THE NORTH/SOUTH SECTION OF CR 198 BOUNDED ON THE WEST SIDE OF THE R.O.W. BY TIEMANN LEGACY, LP, 104.640 AC. PORTION OF TRACT 1, PARCEL C: CALLED 200.24 AC. DOC. NO. 2022003934 O.P.R.W.C.T. AND ON THE EAST SIDE BY TIEMANN LEGACY, LP, CALLED 78.276 AC. (TRACT 14) DOC. NO. 2022003934 O.P.R.W.C.T. & TIEMANN LEGACY, LP, 139.478 AC. REMNANT PORTION OF CALLED 159.457 AC. (TRACT 13) DOC. NO. 2022003934 O.P.R.W.C.T. SOUTH TO THE PROPOSED ROWE LANE EXTENSION. AN ALTERNATE NORTH/SOUTH ROUTE FOR CR 198 TRAFFIC WILL BE CONSTRUCTED WITH PHASE 3&4 OF THE BLUFFS AT BLACKHAWK. THE ALTERNATE ROUTE WILL CONSIST OF BLACKHAWK DR., DAMATO DR., AND SWITCHGRASS PASS. THIS ROUTE WILL CONNECT CR 198 TO THE PROPOSED ROWE LANE EXTENSION WHICH CONNECTS TO THE EXISTING SOUTHERN PORTION OF CR 198. THE VACATION OF THE R.O.W. WILL OCCUR WITH PHASE 5 CONSTRUCTION AND CAN NOT BE COMPLETED UNTIL THE ALTERNATE ROUTES IN PHASES 1-4 HAVE BEEN CONSTRUCTED.

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED ROW LINE
PROPOSED LOT LINE
PROPOSED SIDEWALK
PHASE LINES

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT

1"=100' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

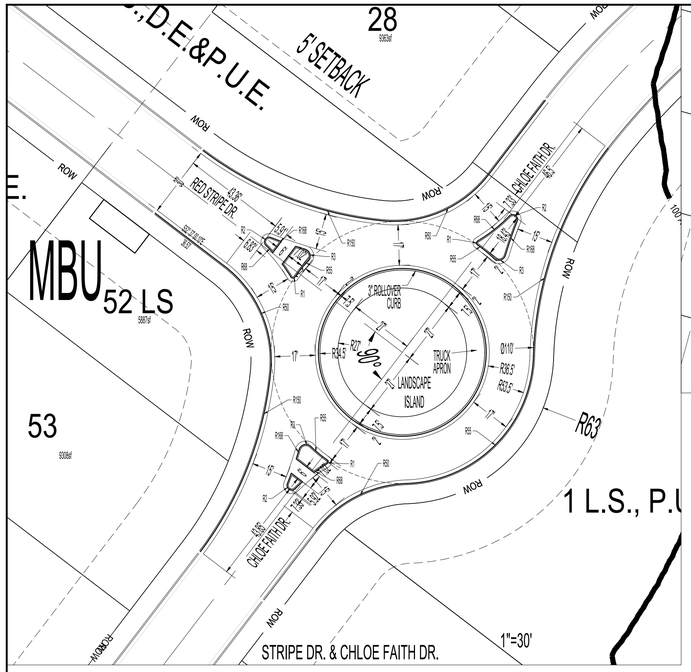
SCALE: 1"=100'
DATE: 9/6/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

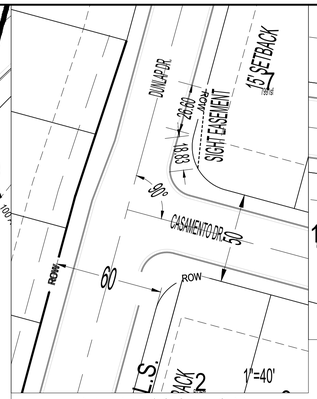
STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
ENGINEER
9-6-2023

CR198 VACATION
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

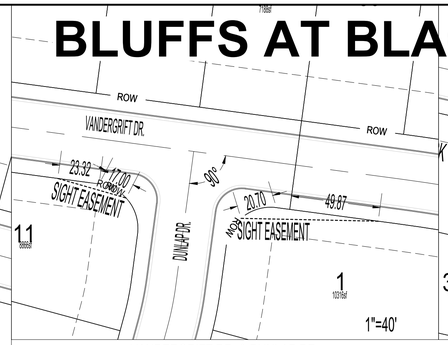
BLUFFS AT BLACKHAWK



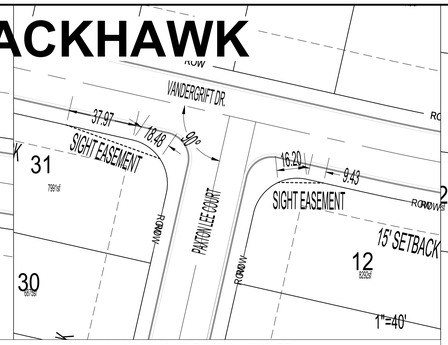
STRIPE DR. & CHLOE FAITH DR.



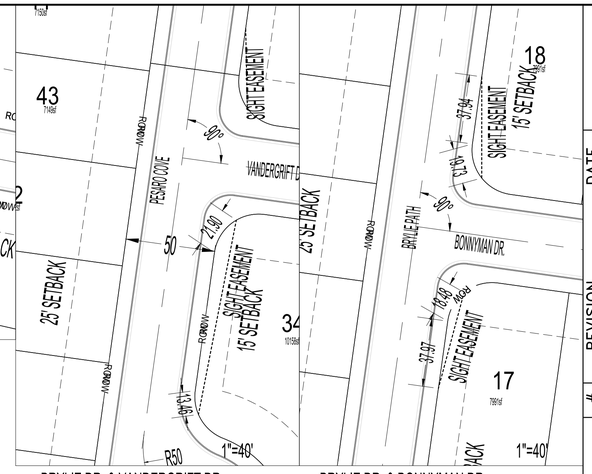
DUNLAP DR. & CASMENTO DR.



VANDERGRIFT DR. & DUNLAP DR.

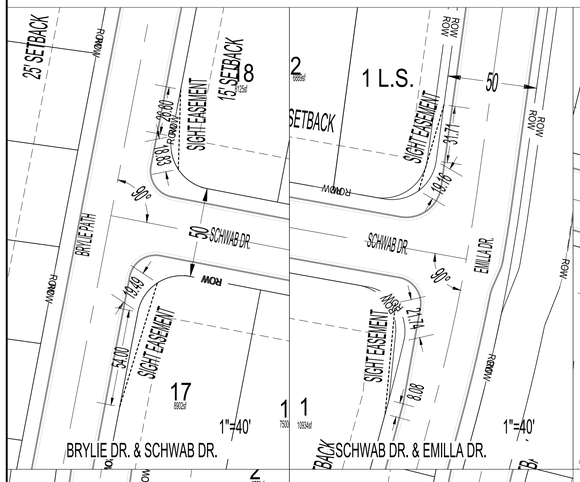


VANDERGRIFT DR. & PAXTON DR.



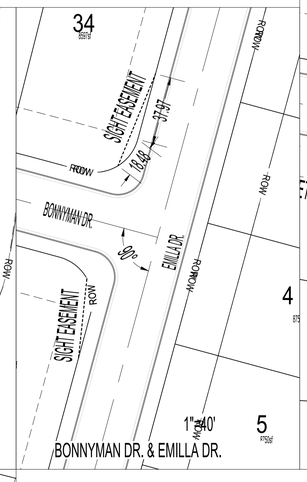
BRYLIE DR. & VANDERGRIFT DR.

BRYLIE DR. & BONNYMAN DR.

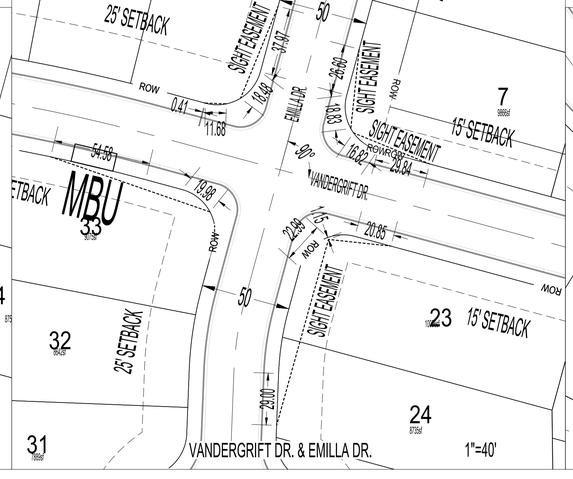


BRYLIE DR. & SCHWAB DR.

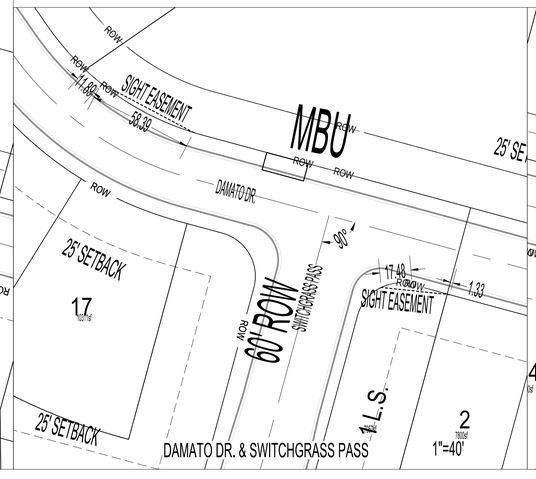
SCHWAB DR. & EMILIA DR.



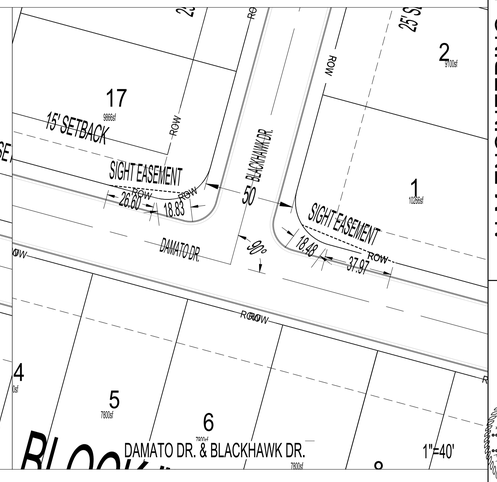
BONNYMAN DR. & EMILIA DR.



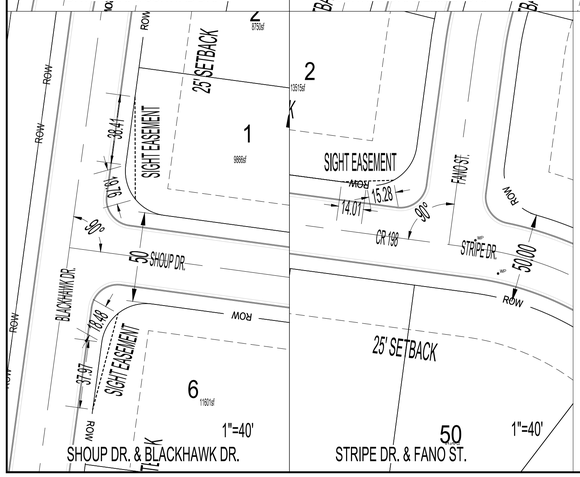
VANDERGRIFT DR. & EMILIA DR.



DAMATO DR. & SWITCHGRASS PASS

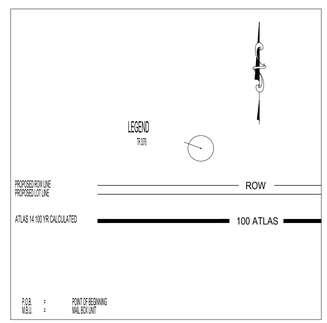


DAMATO DR. & BLACKHAWK DR.



SHOUP DR. & BLACKHAWK DR.

STRIPE DR. & FANO ST.



BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1"=40'
DATE: 9/6/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

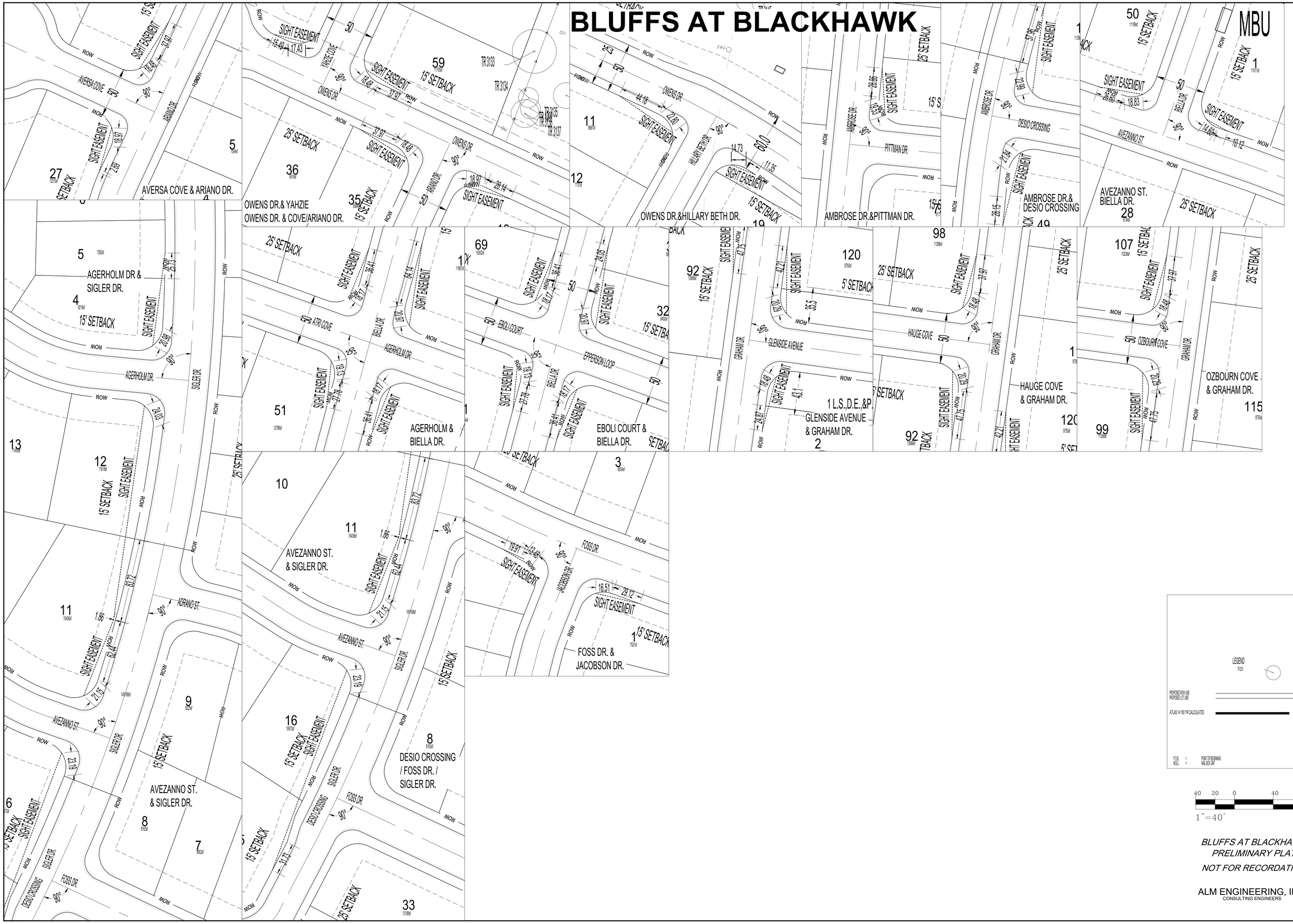
ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER
9-6-2023

PRELIMINARY INTERSECTION DETAILS 1
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

16 of 19

BLUFFS AT BLACKHAWK



40 20 0 40 80

1"=40' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

SCALE: 1"=40'
DATE: 9/6/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

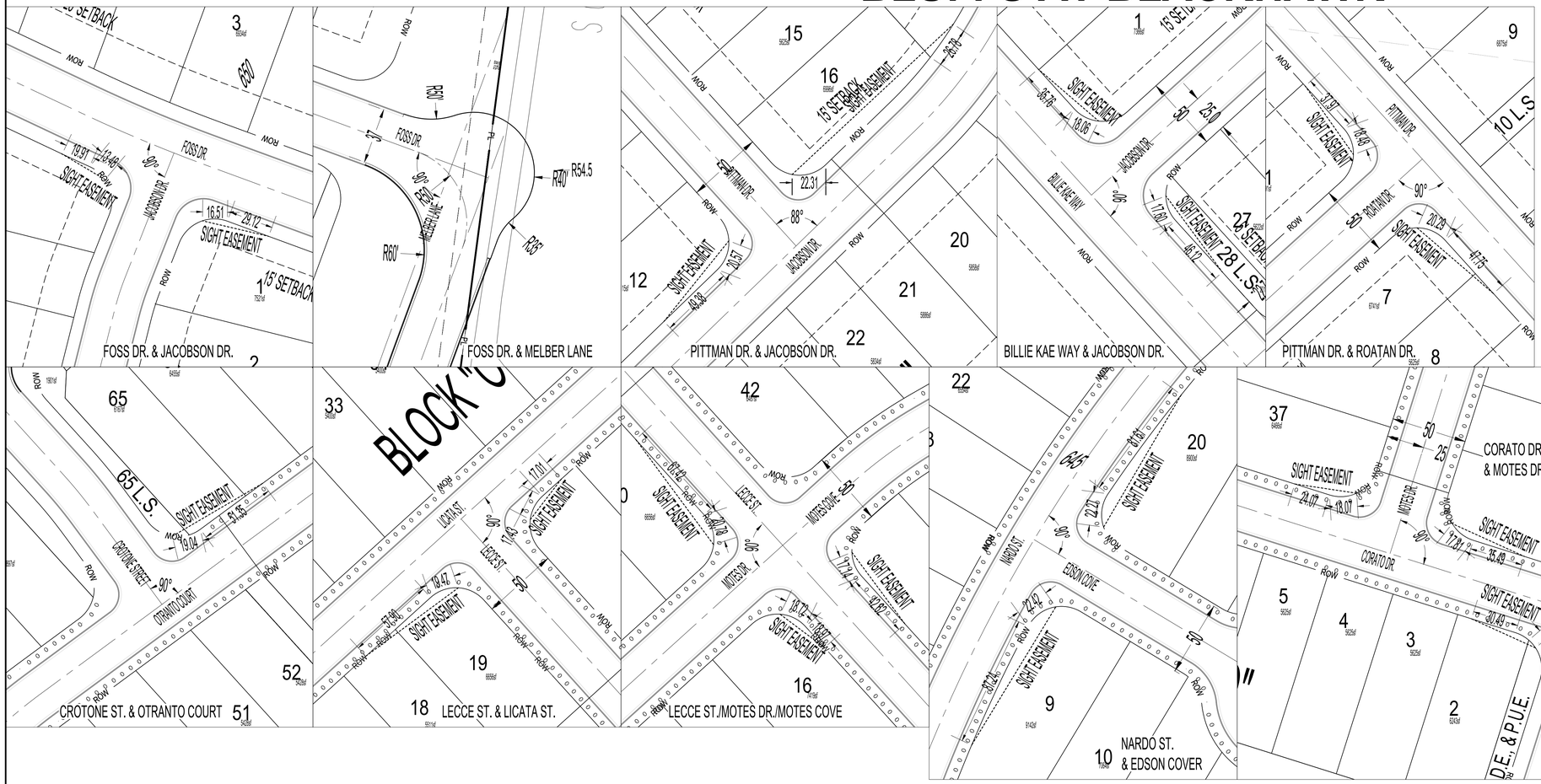
ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED PROFESSIONAL ENGINEER
9-6-2023

PRELIMINARY INTERSECTION DETAILS 2
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

17 of 19

BLUFFS AT BLACKHAWK



LEGEND

PROPOSED CENTERLINE

PROPOSED ROW LINE
PROPOSED LOT LINE — ROW

ATLAS 14 100 YR CALCULATED — 100 ATLAS

40 20 0 40 80

1"=40' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

ALM ENGINEERING, INC.
CONSULTING ENGINEERS

#	REVISION	DATE

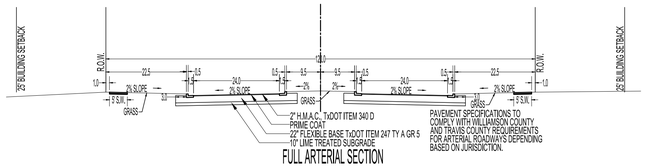
SCALE: 1"=40'
DATE: 9/6/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com
F-3565

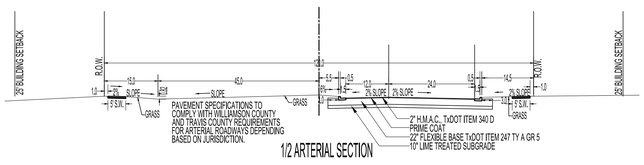
STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
PROFESSIONAL ENGINEER

9-6-2023

PRELIMINARY INTERSECTION DETAILS
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK



FULL ARTERIAL SECTION



1/2 ARTERIAL SECTION

PROPOSED ROADWAYS

WILLIAMSON COUNTY

CURRENT PLAN	CLASSIFICATION	TRIPS PER DAY	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	ROAD SECTION	DEDICATION
MELBER LANE	ARTERIAL	3620	45	3440	120'	39' f/f	URBAN	PUBLIC
ROWE LANE	ARTERIAL	6644	45	3200	120'	2 @24' LOG-LOG	URBAN	PUBLIC
ROWE LANE	ARTERIAL	4756	45	2320	120'	39' f/f	URBAN	PUBLIC
ROWE LANE	ARTERIAL	*	45	1276	120'	TRANSITIONS	URBAN	PUBLIC
ATRI COVE	LOCAL	72	25	253	50'	30' LOG-LOG	URBAN	PUBLIC
AGERHOLM DR.	LOCAL	272	25	914	50'	30' LOG-LOG	URBAN	PUBLIC
AMBROSE DR.	LOCAL	704	24	1266	50'	30' LOG-LOG	URBAN	PUBLIC
AVEZZANO ST.	LOCAL	152	25	1160	50'	30' LOG-LOG	URBAN	PUBLIC
BARNUM DR.	MINOR COLLECTOR	952	35	237	60'	37' LOG-LOG	URBAN	PUBLIC
ARIANO DR.	LOCAL	312	25	709	50'	30' LOG-LOG	URBAN	PUBLIC
AVERSA COVE	LOCAL	56	25	173	50'	30' LOG-LOG	URBAN	PUBLIC
BILLIE KAE WAY	MINOR COLLECTOR	552	35	560	60'	37' LOG-LOG	URBAN	PUBLIC
BLACKHAWK DR.	LOCAL	168	25	1503	50'	30' LOG-LOG	URBAN	PUBLIC
BONNYMAN DR.	LOCAL	224	25	1037	50'	30' LOG-LOG	URBAN	PUBLIC
CASAMENTO DR.	LOCAL	184	25	856	50'	30' LOG-LOG	URBAN	PUBLIC
CHLOE FAITH DR.	LOCAL	296	25	2048	50'	30' LOG-LOG	URBAN	PUBLIC
DAMATO DR.	LOCAL	952	25	1380	50'	30' LOG-LOG	URBAN	PUBLIC
DUNLAP DR.	MINOR COLLECTOR	936	35	175	60'	37' LOG-LOG	URBAN	PUBLIC
DUNLAP DR.	LOCAL	720	25	530	50'	30' LOG-LOG	URBAN	PUBLIC
DYESS DR.	LOCAL	56	25	296	50'	30' LOG-LOG	URBAN	PUBLIC
EBOLI COURT	LOCAL	56	25	263	50'	30' LOG-LOG	URBAN	PUBLIC
EPPERSON LOOP	LOCAL	160	25	848	50'	30' LOG-LOG	URBAN	PUBLIC
CAMPANIA ST.	LOCAL	24	25	165	50'	30' LOG-LOG	URBAN	PUBLIC
EMILLA DR.	LOCAL	480	25	823	50'	30' LOG-LOG	URBAN	PUBLIC
FOSS DR.	MINOR COLLECTOR	1616	35	559	60'	37' LOG-LOG	URBAN	PUBLIC
DESIO CROSSING	LOCAL	1616	35	1303	60'	37' LOG-LOG	URBAN	PUBLIC
GLENSIDE AVENUE	LOCAL	0	25	175	50'	30' LOG-LOG	URBAN	PUBLIC
LODI COVE	LOCAL	32	25	278	50'	30' LOG-LOG	URBAN	PUBLIC
GRAHAM DR.	LOCAL	240	25	1194	50'	30' LOG-LOG	URBAN	PUBLIC
HANSON COURT	MINOR COLLECTOR	176	35	203	60'	37' LOG-LOG	URBAN	PUBLIC
HANSON COURT	LOCAL	176	25	554	50'	30' LOG-LOG	URBAN	PUBLIC
HAUGE COVE	LOCAL	56	25	212	50'	30' LOG-LOG	URBAN	PUBLIC
HILLARY BETH DR.	LOCAL	168	25	701	50'	30' LOG-LOG	URBAN	PUBLIC
JACOBSON DR.	LOCAL	224	25	1265	50'	30' LOG-LOG	URBAN	PUBLIC
KINSER DR.	LOCAL	472	25	993	50'	30' LOG-LOG	URBAN	PUBLIC
LABELLE DR.	LOCAL	152	25	411	50'	30' LOG-LOG	URBAN	PUBLIC
ADRANO ST.	LOCAL	200	25	316	50'	30' LOG-LOG	URBAN	PUBLIC
YAHZIE COVE	LOCAL	120	25	567	50'	30' LOG-LOG	URBAN	PUBLIC
FANO ST.	LOCAL	192	25	1012	50'	30' LOG-LOG	URBAN	PUBLIC
LUCAS COVE	LOCAL	88	25	221	50'	30' LOG-LOG	URBAN	PUBLIC
LORETO COURT	LOCAL	56	25	326	50'	30' LOG-LOG	URBAN	PUBLIC
PESARO COVE	LOCAL	72	25	222	50'	30' LOG-LOG	URBAN	PUBLIC
BRYLIE PATH	LOCAL	240	25	617	50'	30' LOG-LOG	URBAN	PUBLIC
ALBA ST.	LOCAL	64	25	134	50'	30' LOG-LOG	URBAN	PUBLIC
OWENS DR.	MINOR COLLECTOR	1068	35	116	60'	37' LOG-LOG	URBAN	PUBLIC
OWENS DR.	LOCAL	184	25	454	50'	30' LOG-LOG	URBAN	PUBLIC
OZBOURN COVE	LOCAL	72	25	343	50'	30' LOG-LOG	URBAN	PUBLIC
PAXTON LEE COURT	LOCAL	152	25	461	50'	30' LOG-LOG	URBAN	PUBLIC
BIELLA DR.	LOCAL	304	25	979	50'	30' LOG-LOG	URBAN	PUBLIC
IVREA PASS	LOCAL	504	25	1172	50'	30' LOG-LOG	URBAN	PUBLIC
PITTMAN DR.	LOCAL	272	25	1389	50'	30' LOG-LOG	URBAN	PUBLIC
STRIPE DR.	LOCAL	920	25	1029	50'	30' LOG-LOG	URBAN	PUBLIC
ROATAN DR.	LOCAL	0	25	305	50'	30' LOG-LOG	URBAN	PUBLIC
SCHWAB DR.	LOCAL	224	25	1066	50'	30' LOG-LOG	URBAN	PUBLIC
SHOUP DR.	LOCAL	120	25	300	50'	30' LOG-LOG	URBAN	PUBLIC
SIGLER DR.	LOCAL	208	25	676	50'	30' LOG-LOG	URBAN	PUBLIC
BITONTO ST.	LOCAL	576	25	330	50'	30' LOG-LOG	URBAN	PUBLIC
SWITCHGRASS PASS	MINOR COLLECTOR	952	35	247	60'	37' LOG-LOG	URBAN	PUBLIC
VANDERGRIFT DR.	LOCAL	616	25	1362	50'	30' LOG-LOG	URBAN	PUBLIC
OLBIA DR.	LOCAL	392	25	1306	50'	30' LOG-LOG	URBAN	PUBLIC

TRAVIS COUNTY

STREET NAME	CLASSIFICATION	TRIPS PER DAY	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	ROAD SECTION	DEDICATION
ROWE LANE	ARTERIAL	*	45	1377	120'	39' f/f & TRANSITION	URBAN	PUBLIC
MELBER LANE	ARTERIAL	*	45	2168	120'	39' f/f	URBAN	PUBLIC
CORATO DR.	LOCAL	648	25	890	50'	32' f/f	URBAN	PUBLIC
LECCE ST.	LOCAL	0	25	590	50'	32' f/f	URBAN	PUBLIC
NARDO ST.	LOCAL	328	25	698	50'	32' f/f	URBAN	PUBLIC
DIAS WAY	MINOR COLLECTOR	976	35	235	60'	40' f/f	URBAN	PUBLIC
EDSON COVE	LOCAL	696	25	199	50'	32' f/f	URBAN	PUBLIC
OTRANTO COURT	LOCAL	104	25	226	50'	32' f/f	URBAN	PUBLIC
LICATA ST.	LOCAL	280	25	1458	50'	32' f/f	URBAN	PUBLIC
CROTONE ST.	LOCAL	392	25	238	50'	32' f/f	URBAN	PUBLIC
MOTES COVE	LOCAL	376	25	278	50'	32' f/f	URBAN	PUBLIC

* VARIES ALONG R.O.W. - SEE TPD PLAN FOR PROJECTIONS

** LANE WIDTHS VARY TO MEET TPD PROJECTIONS AND TRANSITIONS TO MATCH EXISTING ROAD CONNECTIONS

LEGEND

PROPOSED CENTERLINE
PROPOSED EASEMENT
PROPOSED ROW LINE — ROW
PROPOSED LOT LINE

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT

BLUFFS AT BLACKHAWK
PRELIMINARY PLAT
NOT FOR RECORDATION

TRAVIS COUNTY,
TEXAS
ALM ENGINEERING, INC.
CONSULTING ENGINEERS

ALM ENGINEERING, INC.
F-3565
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

#	REVISION	DATE

SCALE: 1"=300'
DATE: 9/6/2023
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

STATE OF TEXAS
MATTHEW MITCHELL
83335
9-6-2023

ADT PLAN
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

TIEMANN, SHAHADY & HAMALA, P.C.

TELEPHONE (512) 251-1920 102 N. RAILROAD AVE. FACSIMILE (512) 251-8540

PFLUGERVILLE, TEXAS 78660

July 15, 2021

Received 1/13/2023

VIA HAND DELIVERY

Mr. Warren Hutmacher, City Manager
500 W Live Oak Street
Hutto, TX 78634

RE: Lakeside Municipal Utility District No. 9

Dear Mr. Hutmacher:

Pursuant to Article II, Section E of the Comprehensive Development and Consent Agreement made and entered into by and between Rowe Lane Development, Ltd., Robert M. Tiemann, and the City of Hutto, Texas (the "Consent Agreement") the Board of Directors of Lakeside Municipal Utility District No. 9 approved and executed the Consent Agreement at an organizational board meeting on June 30, 2021. Enclosed is an executed, certified copy of the Consent Agreement that we are returning to the City within thirty days of the organizational meeting.

Sincerely,

Richard Hamala

Richard Hamala

Angel Kavanaugh
July 15, 2021 10:42

CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I the undersigned officer of the Board of Directors of Lakeside Municipal Utility District No. 9 of Williamson County, Texas, hereby certify as follows:

1. The Board of Directors of Lakeside Municipal Utility District No. 9 convened in its organizational meeting on the 30th day of June, 2021, inside the boundaries of the District, and the roll was called of the duly constituted members of the Board, to wit:

Joel Luton	Peter Alonso
Bruce Dickey	Blake Grant
Michael Endres	

and all of said persons were present except none, thus constituting a quorum. Whereupon, among other business, the following was proceedings were had:

> Consider and take action to approve and accept an assignment of a consent agreement with the City of Pflugerville and a consent agreement with the City of Hutto, and take any actions required of the District thereunder including, without limitation executing and filing a Memorandum of Required Notice to End Buyer

was introduced for the consideration of the Board. It was then duly moved and seconded that an assignment of a consent agreement with the City of Hutto be approved and accepted and, after due discussion, the motion, prevailed and carried unanimously.

2. A true, full, and correct copy of the aforesaid Comprehensive Development and Consent Agreement, executed by the President of the Board of Directors of Lakeside Municipal Utility District No. 9, approved and accepted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate.

3. The approval of the Comprehensive Development and Consent Agreement has been duly recorded in the Board's minutes of the meeting, that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, that the meeting was open to the public as required by law, and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED the 30th **day of** June**, 2021.**

Secretary
Board of Directors

RESOLUTION NO. R-2021-076

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT BETWEEN THE CITY OF HUTTO, ROBERT M. TIEMANN AND ROWE LANE DEVELOPMENT LTD., CREATING LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 9; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Comprehensive Development and Consent Agreement between the City of Hutto, Robert M. Tiemann and Rowe Lane Development LTD. creating Lakeside Municipal Utility District No. 9, and authorize the City Manager to execute the Consent Agreement (the "Agreement") attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT:

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Comprehensive Development and Consent Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 6th day of May, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

THE CITY OF HUTTO INCORPORATED 1911

COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT

(Lakeside Municipal Utility District)

THIS COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT (the "Agreement") is made and entered into by and between ROWE LANE DEVELOPMENT LTD. ("Rowe Lane"), and ROBERT M. TIEMANN ("Tiemann"), (collectively, "Developer"), and the CITY OF HUTTO, TEXAS (the "City"), a municipal corporation. Upon TCEQ confirmation of the creation of **LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 9**, a proposed municipal utility district to be created as contemplated by this Agreement (the "District"), by the voters within the District, the District shall be bound by the provisions of this Agreement.

RECITALS

WHEREAS, the Developer owns approximately 456.753 acres of land described on Exhibit A (the "Hutto Land"), located within Williamson County, Texas and Travis County, Texas, which property is located partially within the City's extraterritorial jurisdiction ("ETJ") and is not located within any other municipality or any other municipality's ETJ; and

WHEREAS, the Developer also owns approximately 107 acres of land shown on Exhibit B (the "Pflugerville ETJ Land"), located within Williamson County, Texas, which property is located within the City of Pflugerville's ("Pflugerville") ETJ, and is not located within any other municipality or any other municipality's ETJ, and has been excluded from the boundaries of Lakeside Municipal Utility District No. 5 ("Lakeside MUD 5") and shall be included in the pending district creation application submitted to TCEQ for the District ; and

WHEREAS, Pflugerville has consented to the exclusion of 107 acres out of Lakeside MUD 5 and the creation of Lakeside Municipal Utility District No. 9 as shown on Exhibit B; and

WHEREAS, the Developer intends to develop the Hutto Land and the Pflugerville ETJ Land, and intends to construct a wastewater interceptor and associated lift station (collectively, the "Wastewater Interceptor" as described on Exhibit C hereto) to send wastewater from those lands to the City's wastewater system for treatment and disposal by the City; and

WHEREAS, the Hutto Land and the Pflugerville ETJ Land are collectively referred to as the "Land" and shall be governed by, and subject to the terms of, this Agreement.

WHEREAS, the Developer desires to annex Land into Lakeside MUD 9 and create one municipal utility district to provide water, wastewater, drainage, recreational facilities and services, and roads for the Land.

WHEREAS, the Developer and the City desire the Land to be developed by the Developer pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, pursuant to the authority of § 42.042 and 212.172 of the Texas Local Government Code, and Section 54.016 of the Texas Water Code, and in consideration of the mutual agreements herein set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

ARTICLE I.
DEFINITIONS

The following terms and expressions when used in this Agreement have the following meanings, unless the context clearly indicates otherwise:

"Agreement" means this Comprehensive Development Agreement between the Developer and the City of Hutto, Texas, as it may be amended from time to time by written agreement.

"City" means the City of Hutto, Texas, a municipal corporation with its principal offices at 500 W. Live Oak Street, Hutto, Williamson County, Texas.

"City Council" means the city council of the City.

"City Engineer" means the duly appointed and acting professional engineer for the City or any person or persons who, by official designation or appointment, succeeds or succeed to all or part of the functions of the City Engineer under this Agreement.

"City Inspectors" means those employees or representatives of the City designated or appointed by the City Manager and who are authorized to perform the investigation and inspection services for the City provided for in this Agreement.

"Conceptual Lotting Plan" means the land use master plan approved by the City for the Development, as further described in Exhibit D, in accordance with Texas Local Government Code Section 212.172(b).

"Developer" means Rowe Lane Development, Ltd. and Robert M. Tiemann.

"Developer's Water System" means the Developer-owned facilities, equipment, lands, rights-of-way and contract rights for the storage, transportation, and distribution of a potable water supply, and any

extensions or additions thereto, that may be constructed by Developer to serve water customers in the Development.

"Developer's Wastewater System" means the Developer-owned facilities, equipment, lands, rights-of-way and contract rights for the collection and transportation of wastewater, and any extensions or additions thereto, to be constructed by the Developer to serve wastewater customers in the Development.

"Developer's Drainage System" means the Developer-owned facilities, equipment, lands, rights-of-way and contract rights for the collection, storage, transportation, diversion, and control of local storm water or other local harmful excesses of water in the Development.

"Development" means the process of developing, and the resulting improvements on, the Land or any relevant portion thereof included within a District pursuant to this Agreement.

"District" means the municipal utility district which will be created pursuant to this Agreement to include all or parts of the Land. Such District shall be named Lakeside Municipal Utility District No. 9.

"District's Board" means the Board of Directors of the District.

"District Creation Date" means the date of the order issued by the TCEQ creating the District.

"District Bonds" where it appears, shall have the meaning defined in Article V of the Agreement.

"Effective Date" means the last date when one or more counterparts of this Agreement, individually or taken together, bear the signature of the City and the Developer.

"Hutto Land" means the real property described in Exhibit A hereto.

"Land" means the Hutto Land and may also include the Pflugerville ETJ Land in the event that the City of Pflugerville releases the Pflugerville ETJ Land from the extraterritorial jurisdiction of the City of Pflugerville.

"Oversize" means an increase in the size of a component or the addition of a new component of the Developer's Wastewater System made at the request of the City for the benefit of the City to serve areas outside the Development.

"Pflugerville ETJ Land" means the real property within the extraterritorial jurisdiction of the City of Pflugerville that is shown on Exhibit B hereto.

"Potable Water" means water which is fit for human consumption. All references to water and water supply in this Agreement mean potable water unless otherwise stated.

"Strategic Partnership Agreement" means the Strategic Partnership Agreement entered into by the City and any District hereafter, the form of which is attached hereto as Exhibit E.

"TCEQ" means the Texas Commission on Environmental Quality.

"Unified Development Code" or "UDC" means the City of Hutto Unified Development Code, existing as of the Effective Date.

"Wastewater Interceptor" means the wastewater interceptor and associated lift station as described on Exhibit C hereto being constructed and designed to send wastewater from the Land to the City's wastewater system for treatment and disposal by the City.

ARTICLE II.
CONSENT TO CREATION AND OPERATION OF MUNICIPAL UTILITY DISTRICT

A. The City hereby gives its consent to the creation of a municipal utility district and the inclusion or annexation of 456.753 acres of land into the district. The district shall be named Lakeside Municipal Utility District No. 9 (the "District") and may include all or any portion of the Land. The Developer intends to create one District within the Development under the authority of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and the statutes promulgated thereunder. In accordance with the City's consent to the inclusion or annexation of the Land into the District, the City hereby releases the 78.276 acre tract included in the Land from the Non-Annexation Development Agreement approved by City of Hutto Resolution No. R-19-03-21-9T, and recorded in Document No. 2019036735, Official Public Records, Williamson County, Texas. If the District desires to annex additional territory into its boundaries that is within the then ETJ of the City, such annexation will be subject to the City's review and approval by resolution or ordinance, which review and approval will not be unreasonably withheld, conditioned, or delayed.

B. Consent to Acquisition of Powers of a Municipal Utility District, Including Road Powers.

With regard to the District created pursuant to this Agreement, the City consents to that District's acquisition of all of the powers of a municipal utility district under Chapters 30, 49 and 54 of the Texas Water Code and Article III, Section 52 and Article XI, Section 59 of the Texas Constitution, including the power under the authority of Article III, Section 52, Texas Constitution, to design, acquire, construct, finance, issue bonds for, and convey to this state, a county, or a municipality for operation and maintenance, a road as described in Section 54.234(b), Texas Water

Code, including a thoroughfare, arterial, or collector road, or any improvement in aid of the road, whether by an act of the Legislature or by an order of the TCEQ, pursuant to the provisions of Section 54.234 of the Texas Water Code, or by other lawful means.

C. Annexation and Dissolution of District. The City agrees not to annex or dissolve the District, in whole or in part, until: (1) at least 90% by dollar amount of the total water, wastewater, drainage, park and recreational facilities, and roads for which the District's Bonds have been authorized have been constructed; and (2) (a) Developer has been fully reimbursed by the District for the requisite percentage of District facilities in accordance with the rules of the TCEQ and the terms and conditions of the applicable Development Agreement, or (b) the City has agreed to assume the obligation to reimburse the affected Developer under the TCEQ rules. Upon the annexation and dissolution of the District, the City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District.

D. Director Qualifying Lots. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the sole purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

E Execution of this Agreement. At its organizational meeting, the District's Board must approve this Agreement, cause this Agreement to be signed by a duly authorized representative of the District's Board, and return a fully executed, certified copy of this Agreement to the City Manager within thirty (30) days after the date of the District's Board meeting.

F. Organizational Meeting. The organizational meeting of the District Board must be held within ninety (90) days after the District Creation Date.

G. Limit on Authority. Prior to the time that this Agreement is executed by the District and returned to the City Manager, (a) the District shall not issue Bonds and shall be prohibited from taking any affirmative act to issue Bonds, and (b) Developer shall not enter into any agreements with the District or seek reimbursement from the District for development of the Land.

H. Effect of Failure to Timely Execute and Return Documents. Notwithstanding anything in the Consent Resolution or this Agreement to the contrary, this Agreement shall be void and shall be of no further force or effect if this Agreement is not executed by Developer and returned to the City Manager within thirty (30) days after the City Council has approved same, or by the District and returned to the City Manager within the timeframes required by this Agreement.

I. Withdrawal of Consent.

(i) The City's consent to the creation of the District shall be deemed withdrawn if: (i) Developer fails to submit construction plans to the City for any portion of the Water System, the Wastewater System, and the Drainage System within thirty-six (36) months after the Effective Date of this Agreement. The City may extend this timeline by mutual agreement. This timeline is subject to the force majeure provision in Article XIV, A.

(ii) The City's consent to the creation of the District shall be deemed withdrawn and the District shall be dissolved if: (i) the District has not held a confirmation election within two (2) years after the District Creation Date; or (ii) upon the expiration of ten (10) years after the District Creation Date if the District has not performed any of the functions for which it was created and the District has no outstanding bonded indebtedness for five (5) consecutive years.

J. Required Submittals to the City.

(i) Developer shall submit to the City a satisfactory review of Developer's financial position, certified by a third-party financial analyst or an institutional lender approved by City, within thirty (30) days after the Effective Date of this Agreement.

(ii) At least ten (10) business days after the Effective Date of this Agreement, Developer agrees to submit to the City: (i) a copy of the submitted creation application and all supporting documents, including evidence that the land to be included in the District is coterminous with the Land; and (2) the names and addresses, for each individual designated as an initial director of the District. The City shall have said ten (10) business days to request additional information about the application, including, without limitation, each individual designated as an initial director of the District.

K. No Other Districts or Jurisdiction. In furtherance of the purposes of this Agreement, the District and the Developer, on behalf of themselves and their respective successors and Assignees, covenant and agree that, except upon written consent of the City Council, neither the District nor the Developer shall initiate, seek, petition, sign, support, join in, associate with, consent to, or direct to be signed any petition or request seeking the creation of any other special taxing or assessment jurisdiction over the Land, other than with the City.

L. District Property. The District shall not sell, convey, lease, mortgage, transfer, assign or otherwise alienate any of its water, reclaimed water, wastewater, or drainage improvements, or other District property, including any improvements or property deemed to be surplus, to any third party other than the City without the prior approval of the City. The foregoing prohibition shall not apply to the District's disposal or replacement of equipment or material which has passed its useful life or the grant of easements necessary for the development of the Land, for which no approval shall be required.

M. Limit on Eminent Domain Powers. The District shall not be authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of the District except (a) when necessary to construct the Water System, the Wastewater System, and the Drainage System, or (b) when such power is exercised with the express prior written consent of the City Council.

ARTICLE III.
INCLUSION OF LAND IN
THE CITY'S EXTRATERRITORIAL JURISDICTION

A. Within thirty (30) days after the parties' execution of this Agreement, the Developer agrees to file a petition with the City requesting that all or any portions of the Hutto Land be included in the City's ETJ in accordance with Section 42.022 of the Texas Local Government Code.

B. Exchange of Extraterritorial Jurisdiction for Pflugerville ETJ Land.

The City acknowledges that the Developer may seek to have the Pflugerville ETJ Land released from the ETJ of the City of Pflugerville and annexed into the ETJ of the City in exchange for releasing a similar area of land from the ETJ of the City and the annexation of that land into the ETJ of the City of Pflugerville. The tracts of land that are proposed for an exchange of ETJ's between the City and the City of Pflugerville are shown on the attached Exhibit B-2. The City agrees to reasonably cooperate with this proposed exchange of ETJ's by the City and Pflugerville. If, and to the extent, any of the Pflugerville ETJ Land is included in the City's ETJ, the Developer will thereafter diligently cause such land to be excluded from the boundaries of Lakeside Municipal Utility District No. 5 and included within the boundaries of Lakeside MUD 9.

ARTICLE IV.
ANNEXATION BY CITY

A. Upon the City's granting of a petition to include all or any portion of the Land within the ETJ of the City, the Land comprising the District will lie within the ETJ of the City. As such, all development within the District shall be subject to the UDC and other ordinances and regulations of the City that are applicable thereto by virtue of such District being located within the ETJ of the City. In accordance with Chapter 212 of the Texas Local Government Code, the District shall not furnish water or wastewater service to any tract consisting of a portion of the Land within such District or the City's ETJ unless the City has approved a subdivision plat covering such tract of land.

B. In furtherance of the purposes of the Agreement, the Developer covenants and agrees to the extent allowed by law that, except upon written consent of the City Council of the City, it will not seek or support any effort to incorporate the Land or any part thereof, or to include the Land within the boundaries of any incorporated entity, other than the City; provided, however, such covenant shall not apply to the Pflugerville ETJ Land unless and until the Pflugerville ETJ Land is released from Pflugerville's ETJ and excluded from the boundaries of Lakeside Municipal Utility District No. 5.

C. It is expressly understood and agreed that the City may annex the Land within the District, subject to the limitations and requirements for annexation of districts provided for by pertinent statutes at the time of annexation, and in accordance with the Strategic Partnership Agreement to be entered into between the City and the District. Provided however, annexation of a District's lands by the City shall not occur prior to the earlier of:

(i) Thirty (30) years after the date that the District is created under Article II provided that such District is created within two (2) years of the Effective Date of this Agreement, but in no case longer than thirty-two (32) years from the date of execution of this Agreement by both parties hereto;

(ii) Such time as the District Bonds needed to fund all of the water, wastewater, drainage and road facilities required to serve the District proposed to be annexed and authorized under this Agreement have been issued, and 90 percent of the facilities within such District for which the District Bonds were issued have been installed; or

(iii) The City has agreed to assume the obligation to reimburse the affected Developer under the TCEQ rules. Upon the annexation and dissolution of the District, the

City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District.

D. The Developer and the City agree that they will take all actions necessary or appropriate as allowed by law to cause the City and the District created pursuant to Article II, to enter into a strategic partnership agreement pursuant to Chapter 43, Section 43.0751, Texas Local Government Code, in the form attached hereto as Exhibit E (the "Strategic Partnership Agreement"). The strategic partnership agreement shall include provisions relating to the ultimate dissolution and annexation of such District upon or near build out, including the establishment of a full-purpose annexation date, limited purpose annexation and imposition of sales and use taxes, limitations on debt, liabilities and obligations, and authorization to construct additional facilities or dispose of existing property. The strategic partnership agreement shall allow the City to annex any property within such District for limited purposes, and to levy and collect sales and use taxes on such property. The City may use the sales and use taxes collected on such property for any lawful purpose. The Strategic Partnership Agreement may provide for the continuation of a limited district after full-purpose annexation of a District by the City.

E. The Developer agrees that all new construction within a platted subdivision of the Development will comply with the development codes enforced by the City and in accordance with Chapter 212 of the Texas Local Government Code.

F. The Developer intends to enter a water supply contract with Manville Water Supply Corporation ("Manville"). This water supply contract may be assigned, in whole or in part, to the District.

ARTICLE V.
ISSUANCE OF BONDS BY A DISTRICT

A. Purposes. Each District may issue bonds and notes, including bond anticipation notes or refunding bonds (the "District Bonds") and the purposes for which the District may issue District Bonds shall be restricted to the following: (a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, and capacity or contract rights, necessary or appropriate (i) to provide a water supply for municipal uses, domestic uses, and commercial purposes; (ii) to collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;

and (iii) to gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (b) to pay expenses authorized by Section 49.155 of the Texas Water Code; (c) to develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, *et seq.*) of the Texas Water Code; (d) to purchase committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to TCEQ rules and regulations; and (e) to design, acquire, construct, or finance road improvements as provided in Section 54.234, Texas Water Code. The District may reimburse Developer for expenditures authorized by TCEQ rules and regulations and this Agreement.

B. Bond Requirements. All Bonds issued by the District will be offered on terms and conditions generally accepted in the bond market for similar types of districts, at a net effective interest rate, taking into consideration any applicable discount or premium, not to exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date notice of the sale of the Bonds is given or a similar index if such index should cease to exist. Additionally, all Bonds issued by the District will comply with the following requirements: (a) the maximum maturity of any one series of Bonds will not exceed 25 years from the date of issuance of such series of Bonds; (b) the Bonds will expressly provide that the District will reserve the right to redeem the Bonds at any time not later than the 15th anniversary date of issuance, without premium; (c) no variable rate Bonds will be issued by the District; and (d) no Bonds will mature more than 40 years from the date Land is annexed into Lakeside MUD No. 9 by order of the District's Board of Directors without the City's approval, which will not be unreasonably withheld, delayed, or denied. Any refunding Bonds of the District must (i) provide for a minimum of three percent (3%) present value savings, and (ii) provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.

C. Other Funds. The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of its facilities, as well as to accomplish any purpose or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

D. Economic Feasibility. Before any submission of an application for approval of issuance of Bonds to the TCEQ or to the Attorney General, whichever occurs first, the District's financial advisor shall certify in writing to the City Secretary, City Manager, and the City Chief Financial Officer, that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Williamson County and in conformity with Article V of this Agreement.

E. Notice of Bond Issues. At least thirty (30) days before the submission of an application for approval of issuance of Bonds, except refunding Bonds, to the TCEQ or to the Attorney General, whichever occurs first, the District shall deliver to the City Secretary, City Manager, and Chief Financial Officer, the certification required by Subsection V.G of this Agreement, and notice containing (a) the amount of Bonds being proposed for issuance; (b) a general description of the projects to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service and District tax rate after the issuance of the Bonds. If the District is not required to obtain TCEQ approval of the issuance of the Bonds, the District shall nonetheless deliver such certification and notice to the City Secretary, City Manager, and Chief Financial Officer at least sixty (60) days prior to the issuance of Bonds, except refunding Bonds, by the District.

F. Compliance with Agreement. At least ten (10) business days before submission of an application for issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall certify in writing to the City Secretary, City Manager, and Chief Financial Officer that the District and Developer are not in breach of any material provision of this Agreement, as it may be amended from time to time.

G. Certifications. With respect to any matter required by this Article V to be certified in writing, the Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

H. Bond Objections. The City shall have a period of thirty (30) days after receiving the last of the certifications and notices required by this Article V within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the District or Developer is in default of a material provision of this Agreement. If the City objects to a proposed Bond issue ("City Objection"), such an objection (a) shall be in writing, (b) shall be

given to the District; (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the provision(s) in this Agreement, Developer is in material default. It shall not be a basis for a City Objection that the City disagrees with District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ and the Attorney General. ln the event a City Objection is timely given to the District with respect to a specific Bond application, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived. Unless otherwise cured by written agreement of the Parties, a City Objection shall be deemed cured if (x) the District files a petition seeking declaratory judgment in state district court, and (y) not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to, the City's right to intervene in, such a declaratory judgment action, and (z) the district court determines that the District or Developer is not in default with respect to any material provision of this Agreement, or alternatively, finds that if such a material default had previously occurred, the material default has been cured. A City Objection may be expressly waived by the City in writing at any time.

I. Filing of Budget and Audit Report. The District will provide the City with a copy of its annual audit and approved budget for each fiscal year.

J. Official Statements. Within thirty (30) days after the District closes the sale of any series of Bonds, the District will provide a copy of the final official statement for such Bonds, if applicable, to the City.

K. Reimbursement Agreements. The District agrees not to issue Bonds for purposes of reimbursing Developer for any costs or expenses paid by Developer after the twenty-fifth (25th) anniversary of the date of the first issuance of Bonds by the District, which costs and expenses would otherwise be eligible to be reimbursed to Developer by the District pursuant to the rules and regulation of the TCEQ or other applicable law, and Developer and the District expressly and irrevocably waive any claims against the City for repayment of such indebtedness. The District agrees that all reimbursement agreements that it enters into with Developer shall include the following provision relating to any sums payable by the City upon dissolution of the District under Section 43.0715, Texas Local Government Code:

"If, at the time of dissolution of the District, Developer has completed the construction of or financed any facilities or undivided interests in facilities on behalf of the District in accordance with the terms of this agreement, but the District has not issued bonds to reimburse Developer for the cost of the facilities or undivided interests in facilities, Developer agrees that it will convey the facilities or undivided interests in question to the City, free and clear of any liens, claims or encumbrances, subject to Developer's right to reimbursement under Section 43.0715, Texas Local Government Code, modified as provided in this section. Developer agrees that the amount payable by the City will be determined based on costs and expenses that are eligible for reimbursement under applicable statutes and TCEQ rules, without any waivers or variances."

ARTICLE VI.
CONCEPTUAL LOTTING PLAN, DEVELOPMENT REQUIREMENTS, AND FEES

A. Conceptual Lotting Plan.

The Conceptual Lotting Plan, attached hereto as Exhibit D, sets out the land use categories and general alignment, size, and type of lots, local streets, major roadways, easements, greenbelts, parks, and utility facilities for the Land, to the extent such information can be determined at the time this Agreement is executed.

B. The Developer's applications shall be reviewed within the timeframes specified in the City's UDC and the City may approve such applications that are consistent with the approved Conceptual Lotting Plan, subject to the following:

1. The Developer shall submit applications consistent with the City's UDC and Building Regulations as the same may be amended from time to time. Further, the Developer shall comply with the City's requirements for residential and non-residential construction that are in effect at the time a preliminary plan is submitted.

C. Parkland Dedication.

The Developer shall dedicate 45 acres of land within the Development for public use by the District or the City, as neighborhood parks, open areas, and public school sites. Land within a flood plain shall receive up to 50% credit for purposes of determining acreage under this provision. The 45

acres may include a site which can be used for construction of a public elementary school. The District shall coordinate and confer with the City Manager or designee prior to developing park facilities and improvements. The dedication of land under this Section shall be as follows:

1. Developer agrees to dedicate 20 acres to Hutto ISD for a public elementary school site. The dedication is conditioned on the agreement by both Pflugerville ISD and Hutto ISD to change school boundaries in order to allow the Hutto Land to be contained within the Hutto ISD attendance boundaries and the portion of Hutto ISD south of existing Rowe Lane to be contained within the Pflugerville ISD attendance boundaries as shown in Exhibit G.

2. The Developer shall dedicate a minimum of 25 acres of parkland in order to satisfy any and all requirements for dedication of parkland and for the fee in lieu of dedication of land pursuant to Section 10.609 of the UDC.

3. All flood plains, both 25 and 100 year, shall be allowed up to 50% credit against the remaining 25-acre parkland dedication requirement. At least 50% of the total parkland dedicated must be located outside of the 100 year flood plain, alluvial soils, lakes, or other water bodies, and areas with slopes at least 15%. At least 75% of the total parkland dedicated must be located outside of the wetlands subject to Federal or State regulatory jurisdiction. Lakes, ponds, creeks, or other water bodies may be dedicated if sufficient abutting land is dedicated as a public recreation area or park, or if the area is a necessary part of the drainage control system.

4. The City acknowledges that the District's authority for developing parks and recreational facilities is governed by the provisions of Article 16, Section 59 of the Texas Constitution, and Chapter 49, Subchapter N, of the Texas Water Code.

5. Dedication shall occur at the time of final plat approval of the land surrounding the park or open areas by separate instrument.

D. Parkland Improvements.

The Developer agrees to install Five Hundred Dollars ($500) worth of non-exclusive improvements, per unit, throughout the community, including but not limited to: hike and bike trails, fishing docks, stocking of fishing ponds, playgrounds or play equipment, outdoor workout equipment, splash pads, and athletic facilities or fields. Developer agrees to coordinate installation of non-exclusive improvements with the City Manager or designee. The contribution and installment of

improvements under this provision shall satisfy any and all parkland improvement fees and dedications for the Development.

E. Platting, Permitting, and Fees – Standards for Development

The Developer agrees that the UDC of the City shall apply to the platting and development of the Land; provided, however, the Developer and the Development shall be exempt from all City zoning and annexation requirements (except as provided by the Strategic Partnership Agreement), such as those imposed by the City's zoning ordinance, and Section 10.301-10.312 of the UDC. Fees shall be assessed and paid in accordance with the UDC at the time of development. A City building permit shall be required for any structure constructed on a platted lot within the Development.

F. Extension of Preliminary Plat and Subdivision Construction Plan Approvals.

(i) The City agrees that any of the Land within the boundaries of a District shall be granted an exception from any provision of the City's codes and ordinances that limits the effective life of an approved preliminary plat, including the one-year limitation on the life of an approved preliminary plat as provided for in Section 10.204.2 of the UDC. The land comprising the Development shall be included within one preliminary plat as depicted in Exhibit D, which shall have an extended life as follows:

> Any approved preliminary plat will expire on the later of three (3) years after the date of approval of the preliminary plat, or three (3) years after the date of approval of a final plat or plats covering, in the aggregate, a minimum of 25% of the property within the preliminary plat, unless an application for another final plat is submitted and is ultimately approved, in which case the approved preliminary plat expiration will be extended three years from the date of approval of the succeeding final plat.

(ii) The City agrees that for all of the land within the boundaries of the District, an exception is hereby granted from any provision of the City's codes and ordinances that limits the effective period for an approval of subdivision construction plans or that limits the duration of a subdivision construction permit, including the requirement that construction begin within two (2) years after issuance of a construction permit as provided for in Section 10.605.4.5 of the UDC. Any approved subdivision construction plans and any subdivision construction permits covering land within the boundaries of the District shall have a life of three (3) years.

G. Impact Fees.

Any impact fees payable to the City for development within the Land shall be paid by or on behalf of Developer to the City as consideration for the City's agreement to provide, and make improvements necessary to provide wastewater treatment and disposal services as required to serve development within the Land. In consideration of the payment impact fees, Developer will acquire on behalf of the District, the right to receive, and the City's commitment for, service from the City's wastewater system for the LUEs of service for which impact fees have been paid. Any impact fees adopted by the City will be consistent throughout the City's service area in which the Land is located. If any costs of the Developer's Wastewater System are, now or in the future, included in the City's impact fees, Developer will receive a credit against the City's impact fees in an amount equal to the portion of the cost of the Developer's Wastewater System, as applicable, included in the impact fees in accordance with the City's capital improvements plan and applicable law.

H. Restrictive Covenant.

Within ten (10) days of the later of (i) the execution of this Agreement or (ii) the date of inclusion of any portion of the Land owned by the Developer within the City's ETJ pursuant to this Agreement, the Developer shall file a restrictive covenant for such portion of the Land in the deed records of Travis County, Texas and/or Williamson County, Texas, as appropriate. The restrictive deed covenant shall be in substantial conformance with the restrictive covenant set out in Exhibit F herein. The Developer shall file with City, copies of the restrictive covenant showing that such covenant was filed with the deed records of Travis County, Texas, and/or Williamson County, Texas, as appropriate. The City shall file and maintain the Conceptual Lotting Plan in the City's records, and all modifications and amendments thereto. The City will approve a plat that is consistent with the Conceptual Lotting Plan for the tract subject to the plat, provided that the plat satisfies all other applicable requirements. The City is not required to approve a plat that is inconsistent with the Conceptual Lotting Plan for the tract subject to the plat, provided, however, should the City approve a plat that is inconsistent with the then current Conceptual Lotting Plan, such approval shall constitute an amendment to the Conceptual Lotting Plan. The City's approval of a plat shall constitute the City's acknowledgment that such tract complies with the applicable Conceptual Lotting Plan and the requirements of the restrictive deed covenant.

I. Transportation Considerations – Developer (or District) agrees to pay the City a Transportation Mitigation Fee of Four Thousand and 00/100 Dollars ($4,000.00) for each residential dwelling unit and Four Hundred and 00/100 Dollars ($400.00) per vehicle mile generated for non-residential uses located within the portion of the Land being platted. The fee will be paid at the time of final plat of any portion of the Land in an allocated amount to be determined for each residential dwelling unit or per service unit for non-residential uses located within the portion of the Land being platted. For single family residential lots, Developer shall pay the fee based on the number of lots contained in the final plat. The payment of the fee required pursuant to this section shall satisfy all obligations of the Developer and the Development for monetary payments for roadway improvements associated with the Development and shall satisfy Developer's obligations to submit a Traffic Impact Analysis to the City.

J. Plat Approval. Subdivision of the Land shall require approval of preliminary and final plats by the City in accordance with the UDC. **IT SHALL BE A CONDITION TO ACCEPTANCE BY THE CITY, AS WELL AS A REQUIREMENT FOR COMPLETENESS, OF ANY APPLICATION FOR A PRELIMINARY PLAT OR FINAL PLAT OF ANY PORTION OF THE LAND THAT NO EVENT OF MATERIAL DEFAULT SHALL EXIST WITH REGARD TO THIS AGREEMENT, AS OF THE FILING DATES FOR SUCH APPLICATIONS.**

K. Utility Inspection Fee. Developer hereby agrees to pay to the City a utility inspection fee in the amount of One Thousand and No/100 Dollars ($1,000.00) per commercial lot, multi-family unit, or residential lot created by a final plat of the Land within the District, which fee shall be paid within thirty (30) days of the City's approval of such final plat.

ARTICLE VII.
WATER, WASTEWATER, AND DRAINAGE FACILITIES

A. Ownership of Water, Wastewater, and Drainage Systems.

The Developer will construct or acquire and own the Water System, the Wastewater System, and the Drainage System. The Developer anticipates conveying ownership of portions of such systems and facilities from time to time to the District. The District shall reimburse the Developer for the cost of construction of facilities to the extent authorized by the TCEQ.

B. Water Supply.

The Developer intends to secure a contract with Manville for water service within the District. The Developer may assign the contract, in whole or in part, to the District. The City acknowledges and agrees that Manville may receive ownership of, maintain, operate, repair, replace or use any of the Developer's Water System components and may conduct the billing for, or provide retail water service to, any retail users in the District according to an agreement between the District and Manville. The District shall reimburse the Developer for any impact or capital recovery fees paid by the Developer for water service to the Land. The District shall reimburse the Developer for the cost of the Developer's Water System.

C. Wastewater Service.

(a) The Developer will construct the Developer's Wastewater System. The Developer will license or convey the Developer's Wastewater System to the District for operation and maintenance and to enable the District to provide retail wastewater service within the District. The District shall reimburse the Developer for any impact or capital recovery fees paid by the Developer for wastewater service to the Land. The District shall reimburse the Developer for the cost of the Developer's Wastewater System, and upon reimbursement, the Developer shall convey any remaining interest in the Developer's Wastewater System to the District.

(b) By Interlocal Agreement (the "Professional Services Agreement"), in the form attached hereto as Exhibit I, the City shall operate, repair, maintain, and manage the facilities and equipment necessary to collect and transport the wastewater generated inside the District. The management function shall include responsibility for billing and collecting all fees for wastewater utility service on behalf of the District. This operation, repair, maintenance, and management shall be of a quality and on a frequency as such service is provided by the City to other City wastewater customers. Costs associated with such operation, repair, maintenance, and management of the wastewater system by the City shall be satisfied from and be deemed to be equal to the amount of revenue the City collects from the wastewater customers within the District, excluding any amounts collected by the City on behalf of the District.

D. Wastewater Rates

Unless the Parties agree otherwise in writing, individual users to whom wastewater retail services is provided are and will be individual retail customers of the District. The District shall establish rates and charges for retail service to its customers in the District. The District shall be a

wholesale customer of the City. Upon creation of the District and approval by TCEQ, the District agrees to enter into a wholesale wastewater treatment service agreement with the City with the following terms:

(a) The City will provide or contract for the provision of wholesale wastewater utility services to the District sufficient to serve the land uses shown on the Conceptual Lotting Plan. The City shall charge, and the District will pay the City a Monthly Rate for Wholesale Service for any customer or person receiving retail service from the District in the District. The Monthly Rate for the term of five (5) years from the date the existence of the District is confirmed by an election and until changed as hereafter provided is $ 84 per month for each single-family residence, each living unit in a multi-family residential structure, and each LUE of service attributable to a commercial and industrial customer that is connected to the collection system. After the initial five (5) year term, the wholesale wastewater rates may be reviewed and adjusted at five (5) year intervals by the City, based on a cost of service study performed by the City and as allowed by applicable law until the Land is annexed by the City.

(b) Pursuant to the Professional Services Agreement, the City will be responsible for billing and collecting the rates and charges to the District's customers. The monthly charges shall be based on the number of connections to the collection system.

(c) The City will receive, treat, and dispose of, or shall contract for the treatment and disposal of, all sewage generated by customers within the District. The City will maintain an adequate wastewater treatment capacity at all times to serve the customers within the District at the same level these services are provided within the City. The City may limit service to the District in the same manner and to the same extent that service is limited inside the City limits.

The Professional Services Agreement may include other standard terms contained in City wholesale wastewater treatment service agreements that are not in conflict with the terms set forth above.

E. Oversizing Wastewater Facilities.

The Developer shall construct a lift station that will connect to the Hutto South Wastewater Treatment Plant in order to serve the Land included in the District. The Developer intends to construct the lift station with capacity for 3,500 LUEs of wastewater service. The Developer shall own the wastewater flow capacity of the lift station until such time as a District fully reimburses Developer for its share of the cost of the lift station. The wastewater flow capacity beyond what is required for serving the Land included in the District shall be reserved for the Developer.

F. Drainage Service Provided by the District.

The Developer will construct the Developer's Drainage System. The Developer will license or convey the Developer's Drainage System to the District for operation and maintenance and to enable the District to provide drainage service within the District. The District shall reimburse the Developer for the cost of the Developer's Drainage System, and upon reimbursement, the Developer shall convey any remaining interest in the Developer's Drainage System to the District.

G. Construction Plan Approval and Inspections.

The Developer agrees that all infrastructure facilities, including roadways, drainage and utilities, shall be designed and constructed to the City's standards and the Developer shall be subject to the City's processes for construction plan approval and inspection of all infrastructure facilities.

The Developer agrees to pay the fee established by the City to compensate the City for the City Engineer's review of plans and specifications requiring approval and the cost of physical inspection of facilities. Such fees shall not exceed the charges imposed within the corporate limits of the City for similarly situated projects of similar scope and size.

H. Standards for Water and Wastewater Connections.

All individual water and wastewater service connections to the Developer's Water and Wastewater Systems shall be made in compliance with City's or Manville's standards, as appropriate.

I. Title to Property and Easements.

The Developer agrees to provide to the District appropriate title to property on which lift stations are constructed. Additionally, the Developer agrees to provide easements, upon which wastewater force mains and wastewater transmission lines are constructed, so the City and a District may have the necessary access to provide service to the Development.

ARTICLE VIII.
MATERIAL BREACH

Except as expressly provided elsewhere in this Agreement, if either the City or the Developer or the District commits a material breach of this Agreement, the other parties may exercise all remedies at law or in equity, including enforcement of the provisions violated; provided, however, that no relief may be sought until written notice has been given to the defaulting party and any non-defaulting parties of the breach, and the defaulting party is given a reasonable opportunity to cure the

breach. A reasonable opportunity to cure the breach is defined as not less than ninety (90) days from the date of the written notice. It is expressly understood and agreed by the City and the Developer and the District that all parties must obtain certain approvals and authorizations from regulatory agencies, such as the TCEQ, in order to carry out or fulfill some of the obligations contained herein. Any delay by the City or the Developer or the District to fulfill any obligations herein, which results from an inability to timely obtain such authorizations, shall not constitute a material breach. The City and the Developer and the District specifically agree that in case of a material breach of this Agreement, the non-defaulting parties shall have the equitable right of specific performance in addition to any other legal or equitable remedies available. Neither the City nor the Developer nor the District shall be liable for any special, indirect, incidental or consequential damages of any nature, including without limitation, loss of profits or revenue.

ARTICLE IX.
ADOPTION OF THIS AGREEMENT BY THE DISTRICT

As to the District created within the Development, the Developer shall use its best efforts to persuade the specific District to agree to a total conveyance and assignment to the District, of the Developer's interests in this Agreement, as such relates to the District. Upon assignment of all or part of the rights, duties, and obligations of the Developer to the District, the District shall stand alone in the place and stead of the Developer, with respect to those legal rights and duties specifically identified herein, or indicated by the term "Developer", except as otherwise provided in the assignment, and provided that the Developer and any subsequent developers of the Land shall not be relieved from compliance with this Agreement where the context of this Agreement imposes limitations on the subdivision of the Land into platted lots, including, without limitation, the restrictions on bonds and reimbursement contained in Article V and the provisions concerning the Conceptual Lotting Plan and parkland dedication contained in Article VI. Upon such assignment, the Developer shall be otherwise released from the liabilities, responsibilities, and obligations under this Agreement that are transferred to the District.

ARTICLE X.
BENEFITS OF AGREEMENT

This Agreement is for the benefit of the City, the District, the Developer, and the Developer's successors and assigns, and shall not be construed to confer any benefit on any other party except as

expressly provided herein. This Agreement shall be executed by the City and the Developer prior to creation of the District, and shall be binding upon the City and the Developer for a period of three (3) years following such execution by the City, pending creation of the District. Thereafter, the Agreement shall be binding on the City and the Developer until any such District accepts an assignment from the Developer assuming the Developer's obligations hereunder.

ARTICLE XI.
ASSIGNMENT OF AGREEMENT

A. The Developer, from time to time may transfer, convey or assign its interest in this Agreement in conjunction with the sale, conveyance or transfer of all or any part of the Land. Such transfer, conveyance, or assignment shall bind the assignee to the terms and conditions of this Agreement applicable to the Developer and related to such transferred Land. If the Developer assigns all or part of this Agreement, the Developer shall provide City with notice of the assignment. Upon such assignment, the Developer shall be released from the liabilities, responsibilities and obligations of the Developer under this Agreement with respect to the portion of the Land involved in the assignment or assignments.

B. Otherwise, this Agreement and the rights, privileges, duties and obligations hereunder shall be binding on and shall inure to the benefit of the parties hereto and their respective legal successors and assigns.

ARTICLE XII.
TERM OF AGREEMENT

This Agreement shall be effective from the date of execution hereof by the City and the Developer, and shall continue in effect for a period of forty-five (45) years from the date of the execution hereof, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City, the District, and Developer. This Agreement shall terminate when all of the Land included in the District has been annexed by the City, and the City has assumed all obligations of the District created pursuant to this Agreement.

ARTICLE XIII
REPORTING

A. District Information to be Provided to the City. The District shall provide a copy of the following documents to the City Secretary in the manner provided in Subsection XIV.D of this Agreement pertaining to Notices within the timeframes specified below.

1. Agendas: a copy of the agenda for each meeting of the District's Board concurrently with the posting of the agenda at the Williamson County Courthouse.
2. Minutes: a copy of the minutes of all meetings of the District's Board and of any committees or subcommittees created by the District's Board within five (5) business days of the date of approval of such minutes by the District's Board, committee, or subcommittee, as applicable.
3. Tax Rate: a copy of each order or other action setting an ad valorem tax rate to the within five (5) days after the District's Board adopts the rate.
4. Budgets: a copy of the District's budget for each fiscal year within five (5) days after approval of each budget by the District's Board.

B. Financial Dormancy Affidavit, Financial Report or Audit. The District shall file a copy of its annual financial dormancy affidavit, annual financial report or annual audit of its debt service and general fund accounts, whichever is required under the Texas Water Code, with the City Chief Financial Officer, within ten (10) days after approval of each financial dormancy affidavit, financial report or audit by the District's Board. Any audit must be prepared by an independent certified public accountant.

C. Other Documents. The District shall provide copies of any other material event notices filed under applicable federal securities laws or regulations to the City Secretary, City Manager, and City Chief Financial Officer within thirty (30) days after filing such notices with the applicable federal agency.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

A. Force Majeure.

In the event any party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch. The terms "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests, and restraints of governments and people, regulatory delay, explosions, breakage or damage to machinery or pipelines and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

B. Modifications.

1. Minor Changes and Revisions. The City hereby confirms that it approves the Conceptual Lotting Plan. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Conceptual Lotting Plan and confirms that the Conceptual Lotting Plan has been approved by all required City departments, boards and commissions. The City agrees that Developer may implement the Project with minor changes to the Conceptual Lotting Plan without being subject to approval by all boards and commissions for additional approval. The Development shall be subject to the UDC and other regulations of the City that are applicable to the Land by virtue of its location within the City's ETJ. Due to the fact that the Development may occur in phases, Developer may propose major and minor amendments to the Conceptual Lotting Plan and submit for City review and City Council approval. "Major Amendments" shall be those that (i) change the density of a specific phase shown on the Conceptual Lotting Plan which increases the overall density of development of the Land, (ii)

change the general alignment of any roadway or trail identified on the Conceptual Lotting Plan, or (iii) change the land area of any phase shown on the Conceptual Lotting Plan by more than five percent (5%). Major Amendments to the Concept Plan shall require a recommendation by Planning and Zoning Commission and approval by the City Council. "Minor amendments" are all amendments that do not meet the definition of Major Amendments. Minor Amendments shall be administratively approved by the City Manager or designee. If the City Manager or designee dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination.

2. Major Changes and Revisions. Major changes, amendments, and/or revisions to this Agreement or the Land Development Plan, including changes that result in an increase in the overall density of development of the Land, will be subject to a recommendation by the Planning and Zoning Commission, and review and approval by the City Council.

C. Chapter 245 Permit. The City acknowledges the importance to Developer of having certainty and predictability of development regulations while planning such an extensive project that will be developed over a several year period. Likewise, Developer recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing city. This Agreement shall constitute the first (Permit) in a series of applications for the purpose of rights accruing as contemplated in Chapter 245 of the Texas Local Government Code. An accrued right under this Agreement shall not apply to these regulations as follows:

1. uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the Code;

2. ordinances and regulations for utility connections (other than with regard to utility capacity commitments described herein or in any wastewater service agreement for the Project);

3. ordinances and regulations to prevent the imminent destruction of property or injury to persons;

4. fees imposed in conjunction with development permits, This provision does not apply to impact fees, unless impact fees are updated or amended and are required to be assessed to the Property as required by Chapter 395 of the Texas Local Government Code;

5. regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy;

6. construction standards for public works located on public lands or easements; and

7. regulations to prevent the imminent destruction of property or injury to persons if the regulations do not affect landscaping or tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a project.

Permit applications subject to 1, through 7 above shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Developer and the City may mutually agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

D. Address and Notice.

1. Manner of Giving Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postage prepaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to the representative of the party identified in Subsection XIV.D.2. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) business days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. However, in the event of service interruption or hazardous conditions, neither party will delay remedial action pending the receipt of formal notice.

2. Addresses. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided be as follows:

City: City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634
Attention: City Manager

City Attorney: Bojorquez Law Firm, PC
Attn: Alan Bojorquez
11675 Jollyville Road, Suite 300
Austin, Texas 78759

Developer: Rowe Lane Development, Ltd.
21100 Carries Ranch Road
Pflugerville, Texas 78660

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

E. No Additional Waiver Implied.

The failure of any party hereto to insist upon performance of any of the terms, covenants or conditions of the Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto. The obligation of such other party with respect to such future performance shall continue in full force and effect.

F. Modification.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto or their successors and assigns.

G. Captions.

The captions appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

H. Severability.

1. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby, provided the overall intent and purpose of this Agreement can still be accomplished.

2. In the event that the TCEQ or any court of competent jurisdiction determines that any provision of this Agreement exceeds the authority set forth by the Texas Water Code, the City, Developer, and the District agree to amend this Agreement to conform to such ruling or decision, and maintain the original intent and purpose to the extent possible.

I. Merger.

This Agreement embodies the entire agreement between the parties hereto on the subjects covered herein and there are no prior effective representations, warranties or agreements between the parties.

J. Construction of Agreement.

The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

K. Time is of the Essence.

Time is of the essence in the performance of all rights, duties, and obligations under this Agreement. In computing the number of days in a time period all days will be counted excluding the day of the event that triggers the period, including Saturdays, Sundays and Legal Holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or Legal Holiday.

L. Applicable Law and Venue.

The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. The venue for any action under this Agreement shall lie in Williamson County, Texas.

M. Other Instruments.

The parties hereto covenant and agree that they shall take such further actions, and shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

N. Notice to End Buyer.

At the time each prospective End Buyer contracts for the purchase of a lot or a home in the District, and at the time each End Buyer closes on the purchase of a lot or a home in the District, the seller shall give the End Buyer the disclosure notices required by Section 49.452 and 54.016(h)(4) of the *Texas Water Code* as well as the notice attached hereto as **Exhibit "H"**. For the purposes of this Agreement, the Parties agree that the term "End-Buyer" shall mean any owner,

developer, tenant, user, or occupant of any part of the Land, regardless of proposed use, for which a City-approved final plat has been recorded in the plat records of Williamson County. This obligation of sellers of real property to give notice shall be a covenant and shall run with the land. A memorandum of agreement setting forth this obligation to give notice shall be filed of record in Williamson County, Texas.

O. Authority for Execution.

The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the Company Agreement of Developer.

P. Interested Parties.

Interested Parties. Developer acknowledges that Texas Government Code Section 2252.908 ("*Section 2252.908*") requires disclosure of certain matters by parties entering into a contract with a local government entity such as the City. Developer confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission ("*TEC*"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the same time Developer executes and submits this Agreement to the City. Form 1295s are available on the TEC's website at https://www.ethics.state.tx.us/filinginfo/1295/. This Agreement is not effective until the requirements listed above are satisfied and any approval of this Agreement by the City is expressly made contingent upon Developer's compliance with these requirements. **The signed Form 1295 may be submitted to the City in an electronic format.**

Q. Conflicts of Interest.

Developer acknowledges that Texas Local Government Code Chapter 176 ("*Chapter 176*") requires the disclosure of certain matters by parties doing business with or proposing to do business with local government entities such as the City. Developer confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at https://www.ethics.state.tx.us/forms/conflict/, within seven days of the date of submitting this Agreement to the City or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

R. Verification Under Chapter 2271, Texas Government Code.

If required under Chapter 2271 of the Texas Government Code, Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer.

S. Verification Under Chapter 2252, Texas Government Code.

If required under Chapter 2252 of the Texas Government Code, Developer represents and warrants that, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, and posted on the following pages of the Texas Comptroller of Public Account's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,

https://comptroller.texas.gov/purchasing/docs/iran-list.pdf,

https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Developer and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran or a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer.

T. No Personal liability of public officials or the City. To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement.

U. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by either of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

V. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any non-party other than as to insurance, indemnity, defense, and hold harmless.

W. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under Applicable Laws.

X. Assignment. This agreement may not be assigned without the express written consent of the City, except as allowed in Articles IX and XI.

Y. Titles and Headings. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated.

Z. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

[SIGNATURE PAGES IMMEDIATELY FOLLOW.]

EXECUTED in multiple copies, each of which shall constitute an original, on the dates set forth below.

CITY OF HUTTO, TEXAS

By: _____
Warren Hutmacher, City Manager

Date: 5/13/21

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on May 13, 2021, 2021, by Warren Hutmacher, City Manager, on behalf of the City of Hutto, a municipal corporation.

HOLLY NAGY
Notary ID #129581326
My Commission Expires
October 3, 2021

_____
Notary Public in and for the
State of Texas

DEVELOPER

Rowe Lane Development, Ltd.
By: Tiemann Land and Cattle Development, Inc.,
its general partner

By: _____
Matthew R. Tiemann, President

_____
Robert M. Tiemann

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on May 7th, 2021, by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., general partner, on behalf of Rowe Lane Development, Ltd., a Texas limited partnership.

SHERRI SHOULDERS
MY COMMISSION EXPIRES
DECEMBER 5, 2024
NOTARY ID: 130923955

_____
Notary Public in and for the
State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on May 7th, 2021, by Robert M. Tiemann.

_____
Notary Public in and for the
State of Texas

Exhibit A – The Hutto Land
Exhibit B-1 – The Pflugerville ETJ Land
Exhibit B-2 - Exchange of Extraterritorial Jurisdiction graphic
Exhibit C – Wastewater Interceptor Drawing
Exhibit D – Conceptual Lotting Plan
Exhibit E – Strategic Partnership Agreement
Exhibit F – Restrictive Covenant
Exhibit G – Proposed ISD Boundary change graphic
Exhibit H – Required District Notice
Exhibit I – Professional Services Agreement

SHERRI SHOULDERS
MY COMMISSION EXPIRES
DECEMBER 5, 2024
NOTARY ID: 130923955

ACCEPTANCE PAGE FOR COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT

LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 9

By: Michael Endres
Michael Endres, President

Date: June 30, 2021

ATTEST:

Blake Grant
Secretary, Board of Directors

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 30, 2021, by Michael Endres, President of the Board of Directors of Lakeside Municipal Utility District No. 9 and by Blake Grant, Secretary of the Board of Directors of Lakeside Municipal Utility District No. 9, a political subdivision of the State of Texas, on behalf of said District.

Notary Public in and for the
State of Texas

JONATHAN RICHARD COCHRAN
Notary ID #131370149
My Commission Expires
December 4. 2021

EXHIBIT A

THE HUTTO LAND

The Hutto Land consist of three tracts.

159.457 Acres

219.02 Acres

78.276 Acres

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A 159.457 ACRE TRACT OF LAND SITUATED IN THE J.W. COPES SURVEY, ABSTRACT NO. 417, THE J.C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, AND SITUATED IN THE J.W. COPES SURVEY ABSTRACT NO. 167, THE J.C. DUVAL SURVEY ABSTRACT NO. 235, TRAVIS COUNTY, TEXAS BEING ALL OF THE CALLED 72.29 ACRE TRACT OF LAND CONVEYED TO JACK M. SAUL, II, RECORDED IN VOLUME 756, PAGE 470, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 120.866 ACRE TRACT OF LAND CONVEYED TO JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL, RECORDED IN DOCUMENT NO. 9628929, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND RECORDED IN VOLUME 12712, PAGE 460, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 159.457 ACRE TRACT OF LAND SURVEYED ON THE GROUND DURING THE MONTH OF MARCH 2018 BY DIAMOND SURVEYING, INC. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1-1/2" iron pipe found on the southeast corner of said 72.29-acre JACK M. SAUL II tract, same being on the southwest corner of LOT 1, BROWN BENNETT SUBDIVISION, recorded in Volume 90, Page 359, Plat Records of Travis County, Texas, same being on an angle point in the northerly right-of-way line of MELBER LANE, monumenting the southeast corner and **POINT OF BEGINNING** hereof, and from which a 1" iron pipe found on the southeast corner of LOT 2 of said BROWN BENNETT SUBDIVISION, same being on an angle point in said northerly right-of-way line of MELBER LANE, bears S 81°32'27" E for a distance of 1319.71 feet;

THENCE, **N 82°05'03" W** with the southerly boundary line of said 72.29-acre JACK M. SAUL II tract, same being with said northerly right-of-way line of MELBER LANE, for a distance of **1355.28 feet** to a 1/2" iron rod found on the southwest corner of said 72.29-acre JACK M. SAUL II tract, same being on the original southeast corner of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, monumenting an angle point hereof;

THENCE, with the southerly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, same being with said northerly right-of-way line of MELBER LANE the following two (2) courses and distances:

1. **N 81°39'35" W** for distance of **1213.19 feet** to a 1/2" iron rod found, on the lower southwest corner of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, monumenting the lower southwest corner hereof;

2. **N 45°12'35" W** for distance of **45.32** feet to a 1/2" iron rod found, on the upper southwest corner of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, same being on a point in the easterly right-of-way line of C.R. NO. 198, monumenting the upper southwest corner hereof;

THENCE, with the westerly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, same being with said easterly right-of-way line of C.R. NO. 198 the following four (4) courses and distances:

EXHIBIT A

1. **N 08°01'45" E** for distance of **474.21 feet** to a 1/2" iron rod found, monumenting an angle point hereof;

2. **N 08°11'31" E** for distance of **483.76 feet** to a 1/2" iron rod found, monumenting an angle point hereof;

3. **N 07°41'19" E** for distance of **378.67 feet** to a 1/2" iron rod found, monumenting an angle point hereof;

4. **N 07°13'11" E** for distance of **191.00 feet** to a 1/2" iron rod found, on an angle point in said westerly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, same being on the southwest corner of the called 78.276 acre tract of land conveyed to PAUL SAUL, recorded in Document No. 2015021663, Official Public Records of Williamson, said called 78.276 acre tract of land further described as FIRST TRACT in Document No. 9629830, Official Records of Williamson County, Texas, and in Volume 12712, Page 457, Real Property Records of Travis County, Texas, monumenting an angle point hereof, and from which a 1/2" iron rod found on an angle point in the westerly boundary line of said 78.276-acre PAUL SAUL tract, bears N 07°44'55" E for distance of 670.98 feet;

THENCE, with the common boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL AND WIFE, SHERRY DIANE SAUL tract, and with said 78.276-acre PAUL SAUL tract the following two (2) courses and distances:

1. **S 81°42'34" E** for distance of **1113.23 feet** to a 1/2" iron rod found, monumenting an angle point hereof;

2. **N 08°18'37" E** for distance of **1942.70 feet** to a 1/2" iron rod found, on the southwest corner of the called 33.66 acre tract of land conveyed to CHARLES ALLAN PARKER, JR. AND WIFE, CAROLYN C. PARKER, recorded in Document No. 9702417, Official Records of Williamson County, Texas, monumenting the northwest corner hereof;

THENCE, **S 82°37'18" E** with the common boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL and said 33.66-acre PARKER tract, for a distance of **1473.79 feet** to a 1/2 iron rod found on a point in the original easterly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, same being on the southeast corner of said 33.66-acre PARKER tract, same being on a point in the westerly boundary line of a called 192 acre tract of land conveyed to WALTER H. RANDIG AND WIFE, MARIE F. RANDIG, recorded in Volume 768, Page 550, Deed Records of Williamson County, Texas, monumenting the northeast corner hereof;

THENCE, **S 07°30'20" W** with the easterly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract same being with the westerly boundary line of said 192-acre RANDIG tract for a distance of **716.55 feet** to a 1" iron rod found on the southwest corner of said 192-acre RANDIG tract, same being on the northwest corner of the called 23.573 acre tract of land conveyed to FRANKLIN STIBA AND RUBY STIBA, recorded in Volume 2443, Page 307, Official Records of Williamson county, Texas, monumenting an angle point hereof;

THENCE, **S 07°56'51" W** in part with the easterly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL and in part with the easterly

boundary line of said 72.29-acre JACK M. SAUL II tract, same being with the westerly boundary line of said 23.573-acre STIBA tract, passing at a distance of 391.93 feet the calculated northeast corner of said 72.29-acre JACK M. SAUL II tract, same being on an angle point in the easterly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract and from which a 3/8" iron rod found on the northwest corner of said JACK M. SAUL II tract, bears N 82°19'46" W for a distance of 1275.03 feet, continuing for an additional 392.74 feet for a total distance of **784.67 feet** to a 1" iron rod found on an angle point in said easterly boundary of the 72.29-acre JACK M. SAUL II tract, same being on the southwest corner of said 23.573-acre STIBA tract, same being on the northwest corner of the called 21.032 acre tract of land conveyed to BOB ALAN BISHOP AND WIFE, BOBBIE L. BISHOP, recorded in Volume 12468, Page 357, Real Property Records of Travis County, Texas, monumenting an angle point hereof;

THENCE, **S 07°52'08" W** with the easterly boundary line of said 72.29-acre JACK M. SAUL II tract, same being with the westerly boundary line of said 21.032-acre BISHOP for a distance of **699.15 feet** to a 3/4" iron pipe found on the southwest corner of said 21.032-acre BISHOP tract, same being on the northwest corner of aforementioned LOT 1 of said BROWN BENNETT SUBDIVISION, monumenting an angle point hereof

THENCE, with the easterly boundary line of said 72.29-acre JACK M. SAUL II tract, same being with the westerly boundary of said LOT 1 of said BROWN BENNETT SUBDIVISION the following two (2) courses and distances:

1. **S 07°26'50" W** for a distance of **351.28 feet** to a 1/2" iron rod found monumenting an angle point hereof;

2. **S 08°06'25" W** for a distance of **961.37 feet** to the **POINT OF BEGINNING** hereof and containing 159.457 more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE COORDINATE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00010.

A survey drawing has been prepared to accompany this metes and bounds description.

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

March 29. 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



EXHIBIT A

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 159.457 ACRE TRACT OF LAND SITUATED IN THE J.W. COPES SURVEY ABSTRACT NO. 417, THE J.C. DUVAL SURVEY ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS AND SITUATED IN THE J.W. COPES SURVEY ABSTRACT NO. 187, THE J.C. DUVAL SURVEY ABSTRACT NO. 235, TRAVIS COUNTY, TEXAS, BEING ALL OF THE CALLED 72.29 ACRE TRACT OF LAND CONVEYED TO JACK M. SAUL II, RECORDED IN VOLUME 758, PAGE 470, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 120.866 ACRE TRACT OF LAND CONVEYED TO JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL, RECORDED IN DOCUMENT NO. 9629829, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND RECORDED IN VOLUME 12712, PAGE 460, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

PROPERTY ADDRESS: 21024 MELBER LANE, MANOR, TEXAS 78653

SCALE: 1" = 200'
0 200 400

HOUSE DETAIL
NOT TO SCALE

SUBJECT TRACT
159.457 ACRES

JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL CALLED 120.866 AC. DOC. NO. 9629829 O.R.W.C.T. AND IN VOL. 12712, PG. 460 R.P.R.T.C.T.

JACK M. SAULS, II CALLED 72.29 AC VOL. 758, PG. 470 O.R.W.C.T.

CHARLES ALLAN PARKER, JR. AND WIFE, CAROLYN C. PARKER CALLED 33.68 AC. DOC. NO. 9702417 O.R.W.C.T.

WALTER H. RANDIC AND WIFE, MARIE Y. RANDIC CALLED 182 AC VOL. 788, PG. 550 O.R.W.C.T.

FRANKLIN STIBA AND RUBY STIBA CALLED 33.373 AC VOL. 2443, PG. 307 O.R.W.C.T.

BOB ALAN BISHOP AND WIFE, BOBBIE L. BISHOP CALLED 21.030 AC. VOL. 12468, PG. 397 R.P.R.T.C.T.

PAUL SAUL CALLED 76.278 AC DOC. NO. 2015021663 O.P.R.W.C.T. DESCRIBED AS FIRST TRACT IN DOC. NO. 9629830 (O.R.W.C.T.) AND IN VOL. 12712, PG. 457 R.P.R.T.C.T.

JOHN RUSSELL SAUL, JR. AND KARE IRENE SAUL CALLED 114.866 AC TRACT NUMBER FOUR DOC. NO. 2008069401 O.P.R.W.C.T. DESCRIBED AS SECOND TRACT IN DOC. NO. 9629830 (O.R.W.C.T.) AND IN VOL. 12712, PG. 457 R.P.R.T.C.T.

ROBERT M. TEMANN CALLED 200.24 AC. DOC. NO. 2003114459 O.P.R.W.C.T.

SOUTHWESTERN BELL TELEPHONE, L.P., A TEXAS LIMITED PARTNERSHIP ACCESS AND CABLE EASEMENT 15' WIDE DOC. NO. 2012126864 O.P.R.T.C.T. AND DOC. NO. 2012126429 O.P.R.W.C.T.

EASEMENT DEED 15' WIDE EASEMENT FOR WATERLINES TO CHARLES ALLEN PARKER, JR. AND WIFE, CAROLYN C. PARKER DOC. NO. 9702419 O.R.W.C.T.

BROWN BENNETT SUBDIVISION VOL. 90, PG. 339 P.R.T.C.T.

LOT 1

LOT 2

P.O.B. 1-1/2" IPF

SEE HOUSE DETAIL

CR. 196 ASPHALT ROAD (R.O.W WIDTH VARIES)

MELBER LANE ASPHALT ROAD (R.O.W WIDTH VARIES)

GRAVEL DRIVEWAY

POND

CENTERLINE OF POND OUTFLOW

LINE	BEARING	DISTANCE
L1	N 45°12'35" W	45.76'
L2	N 67°13'11" E	181.09'

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	1000.00'	1.31'	N 67°34'47" E	1.31'

= IRON PIPE FOUND SIZE AS STATED
= 1/2" IRON ROD FOUND (UNLESS SIZE OTHERWISE STATED)
= CALCULATED POINT
P.O.B. = POINT OF BEGINNING
IPF = IRON PIPE FOUND
PO = POWER POLE
TP = TELEPHONE PEDESTAL
LP O = LIGHT POLE
= GUY WIRE ANCHOR
EBOX = ELECTRIC BOX
WV O = WATER VALVE
WM O = WATER METER
FAU O = WATER FAUCET
ICV O = IRRIGATION CONTROL VALVE
= WIRE FENCE
AC = AIR CONDITIONER ON CONCRETE PAD
= WOODEN FENCE
PROPANE O = ABOVE GROUND PROPANE TANK
—UE— = UNDERGROUND WATER LINE AS MARKED ON THE GROUND WITH PIN FLAGS LABELED "MANVILLE AND COUPLAND WATER FACILITIES", AND BLUE PAINT STRIPES
—UT— = UNDERGROUND TELEPHONE LINE AS MARKED ON THE GROUND WITH PIN FLAGS LABELED "AT&T TELEPHONE CABLE, 800-778-9140" AND ORANGE PAINT STRIPES
—OU— = OVERHEAD UTILITY LINES
P.R.T.C.T. = PLAT RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T. = REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY ,TEXAS
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY ,TEXAS
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
CONC. = CONCRETE
R.O.W. = RIGHT-OF-WAY
IRF = IRON ROD FOUND

GENERAL NOTES:

1) BEARING BASIS: STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS CENTRAL(4203). PER WIS VRS GPS NETWORK, ESTABLISHED ON SITE 7-13-2017. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00019.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICES OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS AND TRAVIS COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH ZONE "X" UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2" ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0215E, DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND FLOOD INSURANCE RATE MAP NO. 48453C0280H, DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY, TEXAS.

4) THE HOLE LOCATED NEAR THE SOUTHEAST CORNER OF GARAGE IS OF UNKNOWN USE AND FEATURE. THE SURVEYOR DOES NOT KNOWS THE USE OR WHAT TYPE OF FEATURE IS ATTRIBUTED TO THE HOLE. QUERY IS ADVISED TO SEEK OTHER SOURCES TO DETERMINE USE OR TYPE OF FEATURE OF HOLE AREA.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Chicago Title Title Insurance Company, Title Commitment GF No. AUT-90-861-AUT1701181710C, which has an effective date of December 4, 2017 and an issued date of December 13, 2017, were reviewed by the surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement granted to Texas Power & Light Company recorded in Volume 348, Page 606, Deed Records of Williamson County, Texas, is not a portion of the Subject Tract and is plotted on this survey.

10b) Easement granted to Texas Power & Light Company recorded in Volume 377, Page 378, Deed Records of Williamson County, Texas, is not a portion of the Subject Tract.

10h) Easement granted to Texas Power & Light Company recorded in Volume 702, Page 781, Deed Records of Williamson County, Texas, is not a portion of the Subject Tract.

10i) Easement granted to Texas Power & Light Company recorded in Volume 384, Page 602, Deed Records of Travis County, Texas, is not a portion of the Subject Tract and is plotted on this survey.

10j) Easement granted to Texas Power & Light Company recorded in Volume 847, Page 218, Deed Records of Travis County, Texas, is a portion of the Subject Tract and is plotted on this survey.

10k) Easement granted to Manville Water Supply Corp. recorded in Volume 4823, Page 1887, Deed Records of Travis County, Texas, is a portion of the Subject Tract. However can not be plotted by its description. Said Easement being 15' in width the centerline thereof being the pipe line as installed.

10l) A lease with certain terms, covenants, conditions and provisions recorded in Volume 843, Page 675, Deed Records of Williamson County, Texas, is not a portion of the Subject Tract.

10m) Easement granted to Manville Water Supply Corp. recorded in Volume 382, Page 73, Deed Records of Williamson County, Texas, is a portion of the Subject Tract. However cannot be plotted by its description. Said Easement being 15' in width the centerline thereof being the pipe line as installed.

10n) Easement granted to Manville Water Supply Corp. recorded in Volume 774, Page 928, Deed Records of Williamson County, Texas, is a portion of the Subject Tract. However cannot be plotted by its description. Said Easement being 15' in width the centerline thereof being the pipe line as installed.

10o) Easements granted to Manville Water Supply Corp. recorded in Volume 1188, Page 273 and Volume 1188, Page 278, Deed Records of Williamson County, Texas, are a portion of the Subject Tract, however cannot be plotted by its description. Said Easements being 15' in width the centerline thereof being the pipe line as installed.

10p) Easement granted to Southwestern Bell Telephone Company, L.P. recorded Document No. 2012126429, Official Public Records of Williamson County, Texas, is a portion of the Subject Tract, and is plotted on this survey.

10q) Easement granted to Charles Allen Parker, Jr. and wife, Carolyn C. Parker recorded in Document No. 9702419, Official Public Records of Williamson County, Texas, is a portion of the Subject Tract, and is plotted on this survey.

10r) Easements granted to Southwestern Bell Telephone Company, L.P. recorded Document No. 2012126429, Official Public Records of Williamson County and recorded in Document No. 2012126864, Official Public Records of Travis County, Texas, are a portion of the Subject Tract, and is plotted on this survey.

10s) Interest in and to all, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto and reserved in Volume 262, Page 472, Deed Records of Williamson County, Texas and Volume 1429, Page 329, Deed Records of Travis County, Texas is not a survey matter.

To: Robert M. Temann and Chicago Title Insurance Company, EXCLUSIVELY,

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on March 29, 2018. At the time of the survey, there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION IV LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 LICENSED PROFESSIONAL LAND SURVEYOR

MARCH 29, 2018
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
115 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

EXHIBIT A

EXHIBIT "A"

FIELD NOTES
JOB NO. 16654
DATE: NOVEMBER 22, 2016
PAGE 1 OF 4

219.02 ACRES

Being 219.02 acres of land, more or less, out of the J. W. Copes Survey, Abstract No. 137, and the John C. Duval Survey, Abstract No. 194, Williamson County, Texas, being that tract called 185.22 acres conveyed to Gladys S. Parker, by deed recorded in Document No. 2014003306, Official Public Records, Williamson County, Texas and also being that tract called 33.66 acres conveyed to Charles Allan Parker, Jr., et ux, by deed recorded in Document No. 9702417, Official Records, Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the west line of a tract conveyed to Cynthia Motloch, et al, by deed recorded in Document No. 2008072662, of said Official Public Records, marking the northeast corner of a tract conveyed to Jack M. Saul II, et ux, by deed recorded in Document No. 9629829, of said Official Records, for the southeast corner of said Charles Allan Parker, Jr. tract and this tract;

THENCE: N 82°36'58" W, 1473.72 feet with the north line of said Jack M. Saul II tract and the south line of said Charles Allan Parker, Jr. tract to a 1/2 inch iron rod found in the east line of a tract conveyed to Paul Saul, by deed recorded in Document No. 2015021663, of said Official Public Records, marking the northwest corner of said Jack M. Saul II tract and the southwest corner of said Charles Allan Parker, Jr. tract, for an angle point of this tract;

THENCE: N 08°19'39" E, 999.94 feet with the east line of said Paul Saul tract to a 1/2 inch iron rod with aluminum cap found in the south line of said Gladys S. Parker tract, marking the northeast corner of said Paul Saul tract and the northwest corner of said Charles Allan Parker, Jr. tract, for an angle point of this tract;

THENCE: N 82°39'13" W, 1177.72 feet with the north line of said Paul Saul tract to a 5/8 inch iron rod found in the east line of the Lookout at Brushy Creek Plat, said Plat recorded in Cabinet Q, Slide 288, Plat Records, Williamson County, Texas, marking the northwest corner of said Paul Saul tract, for the southwest corner of said Gladys S. Parker tract and this tract;

THENCE: with the east line of said Lookout at Brushy Creek for the west line of this tract the following six (6) courses:

1. N 07°34'01" E, 344.19 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of this tract,
2. N 06°49'56" E, 123.27 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of this tract,
3. N 10°16'28" E, 44.31 feet to a 1/2 inch iron rod found, for an angle point of this tract,
4. N 09°58'42" E, 47.96 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of this tract,
5. N 02°23'29" W, 174.63 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of this tract,

6. N 07°03'44" E, 341.97 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of this tract;

THENCE: S 87°15'47" E, 917.37 feet to a fence corner post found, marking the southeast corner of a tract conveyed to Jack M. Saul, by deed recorded in Volume 358, Page 367, Deed Records, Williamson County, Texas, for an angle point of said Gladys S. Parker tract and this tract;

THENCE: N 07°40'48" E, with a fence for the east line of said Jack M. Saul tract at 1953.78 feet passing a fence corner post found, continuing in all 2167.08 feet to a calculated point in the center line of Brushy Creek and the south line of a tract conveyed to Walther Family Limited Partnership, by deed recorded in Doucment No. 2005069305, of said Official Public Records, marking the northeast corner of said Jack M. Saul tract, for the northwest corner of said Gladys S. Parker tract and this tract;

THENCE: with the center line of said Brushy Creek, the south line of said Walter Family Limited Partnership tract and the north line of said Gladys S. Parker tract the following nine (9) courses:

1. N 76°23'00" E, 221.68 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
2. N 41°36'00" E, 308.21 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
3. N 13°27'00" E, 164.83 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
4. N 00°59'00" E, 339.36 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
5. N 30°30'00" E, 139.28 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
6. S 84°43'00" E, 296.88 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
7. S 71°16'00" E, 305.51 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
8. S 49°32'00" E, 265.25 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
9. N 86°14'00" E, 537.10 feet to a calculated point, for the northeast corner of said Gladys S. Parker tract and this tract;

THENCE: S 07°41'00" W, 4187.71 feet with the west line of said Cynthia Motloch tract to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, marking the southeast corner of said Gladys S. Parker tract and the northeast corner of said Charles Allan Parker, Jr. tract, for an angle point of this tract;

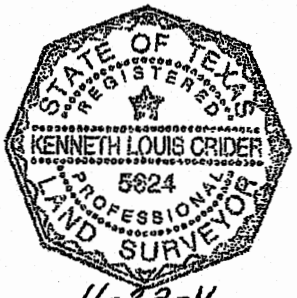
EXHIBIT "A"

FIELD NOTES
JOB NO. 16654
DATE: NOVEMBER 22, 2016
PAGE 3 OF 4

THENCE: S 07°25'41" W, 700.96 feet with the west line of said Cynthia Motloch tract to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of said Charles Allan Parker, Jr. tract and this tract;

THENCE: S 07°32'59" W, 298.88 feet with the west line of said Cynthia Motloch tract to the Point of Beginning;

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83/93.



11-22-16

Kenneth Louis Crider , R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

S:\2016 PROJECTS\16654 JW COPES SVY & JC DUVAL SVY 218 AC MELBER LANE\16654 FIELD NOTES 11-22-16 RCG.odt

BEING 219.02 ACRES OF LAND, MORE OR LESS, OUT OF THE J. W. COPES SURVEY, ABSTRACT NO. 137, AND THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED 185.22 ACRES CONVEYED TO GLADYS S. PARKER, BY DEED RECORDED IN DOCUMENT NO. 2014033306, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND ALSO BEING THAT TRACT CALLED 33.56 ACRES CONVEYED TO CHARLES ALLAN PARKER, JR., ET UX, BY DEED RECORDED IN DOCUMENT NO. 9702417, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

JOB NO: 16654
DRAWN: RCG
F.C.: GE/BR

RESTRICTIVE COVENANTS: ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT #1604754-SAL, EFFECTIVE DATE OF NOVEMBER 4, 2016 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY

NOTE:
1) THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.
2) LOCATION OF ACCESS EASEMENT IN DOCUMENT NO. 2004003306 SHOWN HEREON IS AN APPROXIMATE LOCATION ONLY. SAID EASEMENT IS NOT MONUMENTED ON THE GROUND AND IS NOT LOCATABLE ON THE GROUND. SAID EASEMENT GAVE NO CALLS TYING TO BRUSHY CREEK. THE 4404 ± WALL TRACT (V.388-P.267) OR THE GLADYS S. PARKER TRACT (DOCUMENT NO. 2014033306) LOCATION OF SAID EASEMENT IS THIS SURVEYOR'S BEST GUESS BASED ON RECONSTRUCTION THROUGH RECORD DOCUMENTED INFORMATION

INSET A
Scale: 1" = 40'

APPROXIMATE LOCATION OF SEPTIC FIELD
CONC. STEPS
CONC. LANDING
WOOD STEPS
MOBILE HOME
COVERED WOOD DECK
WOOD DECK
LANDING
FIBERGLASS STEPS
FRAME STORAGE ON SKIDS
CONC.
GRAVEL DRIVEWAY
CONVEYED GRAVEL
E
E

BRUSHY CREEK
WALTHER FAMILY LIMITED PARTNERSHIP #2006062306 O.P.R.W.C.
SEE NOTE 1
HIGH BANK
ACCESS EASEMENT #2004003306 O.P.R.W.C. (SEE NOTE 2)
APPROXIMATE FEMA 100 YEAR FLOOD PLAIN ZONE "AE" PER F.E.M.A. FLOOD INSURANCE RATE MAP #48491C0675E
219.02 ACRES
GLADYS S. PARKER
(185.22 ACRES)
#2014033306
O.P.R.W.C.
JACK M. SAUL V. SAUL ET UX O.P.R.W.C.
30' ACCESS EASEMENT V.646/P.395 O.P.R.W.C.
18' X 48' BARN
GRAVEL DRIVEWAY
ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY #2012042980 O.P.R.W.C.
SEE INSET B
APPROXIMATE FEMA 100 YEAR FLOOD PLAIN ZONE "A" PER F.E.M.A. FLOOD INSURANCE RATE MAP #48491C0675E
NO CAP
5/8" NO CAP
ALUMINUM CAP
12" CORRUGATED METAL PIPE
POND
LIMIT OF DETAILED STUDY
CHARLES ALLAN PARKER, JR., ET UX (33.56 ACRES) #9702417 O.R.W.C.
30" CORRUGATED METAL PIPE
SEE INSET A
15.5' X 51.5' BARN
GRAVEL DRIVEWAY
POINT OF BEGINNING
PAUL SAUL #2015021863 O.P.R.W.C.
JACK M. SAUL II, ET UX #9629929 O.R.W.C.
15' WATERLINE EASEMENT #9702419 O.R.W.C.

LINE TABLE			RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 07°34'01" E	344.19'	L1	S 09°36'30" W	344.19'
L2	N 06°49'56" E	123.27'	L2	S 08°52'25" W	123.27'
L3	N 10°16'28" E	44.31'	L3	S 12°19'29" W	44.58'
L4	N 09°58'42" E	47.96'	L4	S 12°00'35" W	47.69'
L5	N 02°23'29" W	174.63'	L5	S 00°21'00" E	174.63'
L6	N 07°03'44" E	341.97'	L6	S 09°06'13" W	341.97'
L7	N 76°23'00" E	221.68'	L7	N 79°11'00" E	221.68'
L8	N 41°36'00" E	308.21'	L8	N 44°24'00" E	308.21'
L9	N 13°27'00" E	164.83'	L9	N 15°15'00" E	164.83'
L10	N 00°59'00" E	339.36'	L10	N 03°47'00" E	339.36'
L11	N 30°30'00" E	139.28'	L11	N 33°18'00" E	139.28'
L12	S 84°43'00" E	296.88'	L12	S 81°55'00" E	296.88'
L13	S 71°16'00" E	305.51'	L13	S 68°28'00" E	305.51'
L14	S 49°32'00" E	265.25'	L14	S 46°49'00" E	265.25'
L15	N 86°14'00" E	537.10'	L15	N 89°02'00" E	537.10'

APPROXIMATE FEMA 100 YEAR FLOOD PLAIN ZONE "AE" PER F.E.M.A. FLOOD INSURANCE RATE MAP #48491C0675E
BARN
TRAILER
APPROXIMATE FEMA 100 YEAR FLOOD PLAIN ZONE "A" PER F.E.M.A. FLOOD INSURANCE RATE MAP #48491C0675E
CATTLE PEN
TIN STORAGE ON SKIDS
GRAVEL DRIVEWAY
24" CORRUGATED METAL PIPE

INSET B
Scale: 1" = 40'

LEGEND

Scale: 1" = 300'
BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983/93 TEXAS CENTRAL ZONE

CERTIFY TO: INDEPENDENCE TITLE / TITLE RESOURCES GUARANTY COMPANY / DOSSERMAN DEVELOPMENT, LLC / GF# 1642547-SAL

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THIS AREA DOES APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0675E, DATED SEPT. 26, 2008. THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

Texas Land Surveying, Inc.
—A Land Surveying and Geoscience Firm—
3813 Williams Drive, Suite 203 — Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

© THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED COPIES OF THIS DOCUMENT.

REGISTERED PROFESSIONAL LAND SURVEYOR KENNETH LOUIS CROCKER 5624 STATE OF TEXAS

Witness my hand and seal, this the 17th Day of November, 2016 A.D.

EXHIBIT A

COPYRIGHT 2016 BY TEXAS LAND SURVEYING, INC. THIS SURVEY PREPARED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO LICENSE HAS BEEN GRANTED EITHER BY IMPLIED OR EXPRESS TO ANY OTHER SURVEY SHOULD AS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DAYS OF THE COMPLETION OF THE SURVEY.

EXHIBIT A

Being 78.276 acres of the John Duval Survey, Abstract No. 137, Williamson County, Texas, part of the 313.27 acre tract that is described in deeds to John R. Saul et al., recorded in Volume 959, Page 607, and in Volume 2324, Page 878, Official Records of Williamson County, Texas. Surveyed on the ground in October of 1995 by William F. Forest, Jr., Registered Professional Land Surveyor No. 1847.

BEGINNING at an iron pin found at the Northwest fence corner of the said 313.27 acre tract.

THENCE along the fenced North line of the 313.27 acre tract, South 80 degrees, 28 minutes, 50 seconds, East 1178.03 feet to set an iron pin.

THENCE with the upper West line of a 120.866 acre tract surveyed this date, South 10 degrees, 28 minutes, 50 seconds, West passing iron pins set on line at 500 foot intervals, continuing in all 2942.64 feet to an iron pin set.

THENCE with the lower North line of the 120.866 acre tract, North 79 degrees 31 minutes 10 seconds West at 613.79 feet pass an iron pin set, continuing in all 1113.79 feet to set an iron pin.

THENCE along an existing fence, with the East line of County Road 139, North 09 degrees 58 minutes 10 seconds East 670.71 feet to an iron pin set; and North 40 degrees 31 minutes 20 seconds West 73.22 feet to an iron pin found.

THENCE along an existing fence, North 10 degrees 28 minutes 50 seconds East 1771.69 feet to an iron pin found; and North 10 degrees 19 minutes 40 seconds East 434.43 feet to the POINT OF BEGINNING.

EXHIBIT B

LAND PROPOSED FOR AN EXCHANGE OF EXTRATERRITORIAL JURISDICTION

107.743 Acres

THAT PART OF THE J. C. DUVAL SURVEY, ABSTRACT NO. 194 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 200.24 ACRE TRACT (TRACT 1) AND THAT 3.50 ACRE TRACT (TRACT 2) OF LAND CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT NO. 2003114459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PART OF A 198.69 ACRE TRACT OF LAND FOR THE CREATION OF LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5 BY DEED RECORDED IN DOCUMENT NO. 2008007145 AND ALL OF A 5.05 ACRE ANNEXATION INTO LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5 BY DEED RECORDED IN DOCUMENT NO. 2015016243 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod with "SAM" aluminum disk on an inside ell corner of County Road 198 and being at the northeast corner of said 203.74 Acre Tract and the northeast corner of said Lakeside Municipal Utility District No. 5;

THENCE S07°34'16"W along the west line of said County Road 198, being also the east line of said 203.74 Acre Tract and the east line of said Lakeside Municipal Utility District No. 5 a distance of 1797.28 feet;

THENCE across said 203.74 Acre Tract and said Lakeside Municipal Utility District No. 5 the following five courses:

1. N82°26'34"W a distance of 394.03 feet to a point of curvature of a curve to the right;
2. Westerly, along the arc of said curve to the right a distance of 286.77 feet, said curve having a radius of 2090.00 feet, a central angle of 07°51'42", and a chord bearing N78°30'43"W, 286.54 feet;
3. N74°34'52"W a distance of 1708.51 feet to a point of curvature of a curve to the right;
4. Westerly, along the arc of said curve to the right a distance of 147.50 feet, said curve having a radius of 10060.00 feet, a central angle of 00°50'24", and a chord bearing N74°09'40"W, 147.50 feet;
5. N73°44'27"W a distance of 231.11 feet to the east line of Rowe Lane Estates 1 according to the plat thereof recorded in Cabinet K, Slide 75-76 of the Plat Records of Williamson County, Texas, being also the west line of said 203.74 Acre Tract and the west line of said Lakeside Municipal Utility District No. 5;

THENCE along the east line of said Rowe Lane Estates 1 and in part along the west lines of said 203.74 Acre Tract, said 3.50 Acre Tract, said Lakeside Municipal Utility District No. 5 and said 5.05 Acre annexation into Lakeside Municipal Utility District No. 5 the following four courses:

1. N07°46'20"E a distance of 33.44 feet;
2. N07°49'20"E a distance of 718.35 feet to a 1/2" iron rod found at the common east corner of Lot 5 and Lot 6 of said Rowe Lane Estates 1;
3. N07°51'33"E a distance of 737.98 feet to a 1/2" iron rod found at the northwest corner of said 203.74 Acre Tract and the southwest corner of said 3.50 Acre Tract;
4. N07°46'52"E (pass at a distance of 464.66 feet a 1/2" iron rod found at the northeast corner of Lot 1 of said Rowe Lane Estates 1) in all a distance of 501.00 feet to the south line of said County Road 198, being also the northwest corner of said 3.50 Acre Tract and the northwest corner of said 5.05 Acre annexation into Lakeside Municipal Utility

District No. 5;

THENCE along the south line of said County Road 198 and the northeast line of said 3.50 Acre Tract and said 5.05 Acre annexation into Lakeside Municipal Utility District No. 5 the following three courses:

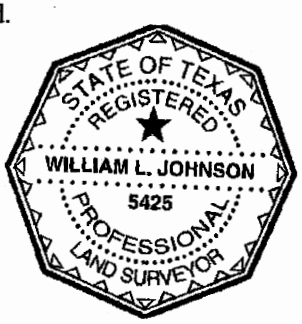
1. S82°21'23"E a distance of 61.40 feet to a point on a non-tangent curve to the right;
2. Southeasterly along the arc of said curve, a distance of 167.85 feet, said curve having a radius of 300.00 feet, a central angle of 32°03'22" and a chord bearing S51°07'20"E, 165.67 feet;
3. S35°04'52"E a distance of 49.41 feet to the north corner of, CR198 Manville Water Tank Site according to the plat thereof recorded in Document No. 2019103364 of the Official Public Record of Williamson County, Texas;

THENCE along the west line of said CR 198 Manville Water Tank Site and across said 3.50 Acre Tract (Tract 2) the following two courses:

1. S54°55'08"W a distance of 46.22 feet;
2. S09°01'31"W a distance of 347.39 feet;

THENCE S82°24'02"E in part along the south line of said CR 198 Manville Water Tank Site, the south line of a 0.6 Acre Tract of land conveyed to Robert M. Tiemann by deed recorded in Document No. 2003114458 of the Official Public Records of Williamson County, Texas and the south line of said County Road 198 and in part continuing across said 3.50 Acre Tract and along the north line of said 200.24 Acre Tract (Tract 1) and the north line of said Lakeside Municipal Utility District No. 5, a distance of 2544.42 feet to the said Point of Beginning.

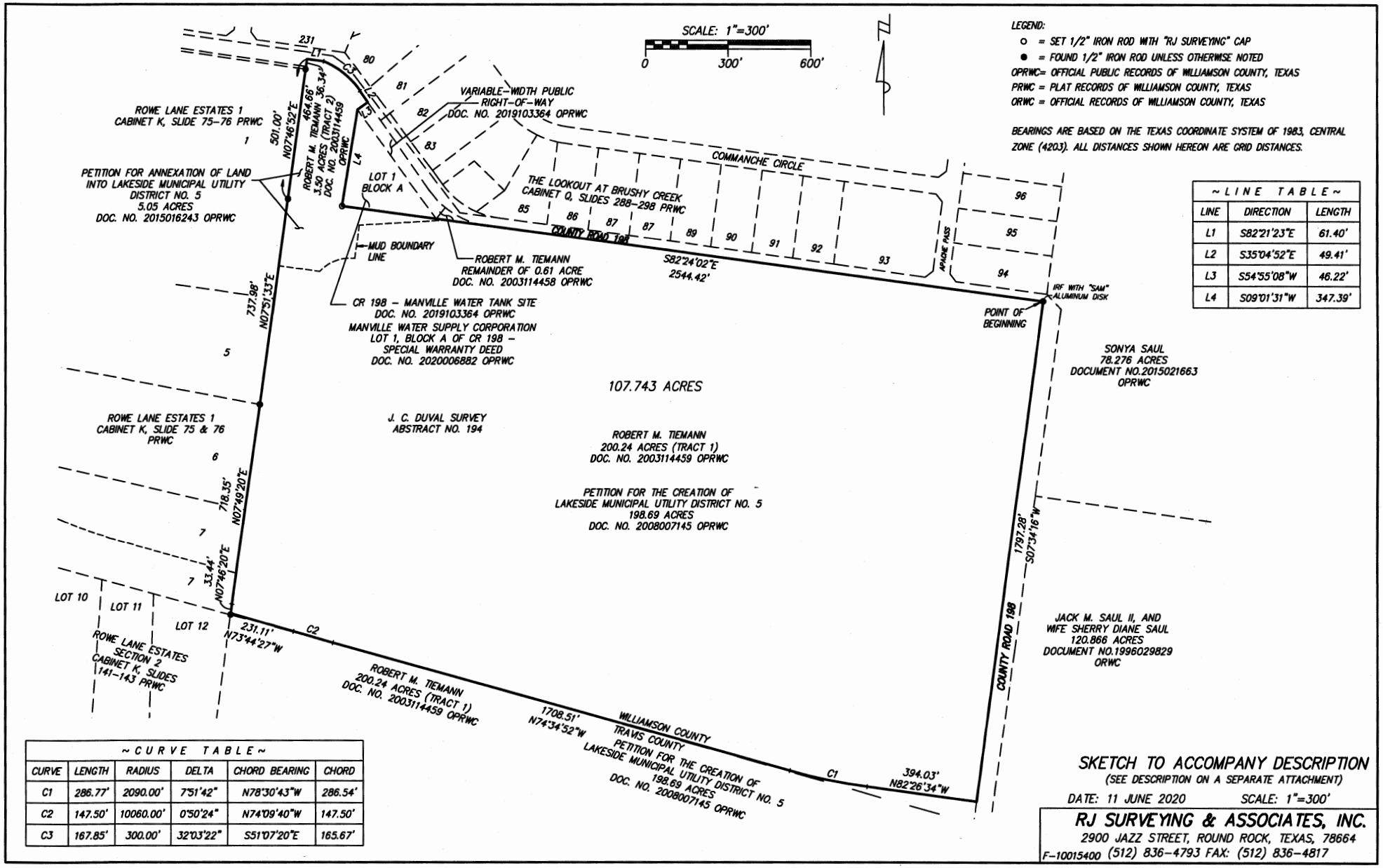
Containing 107.743 acres, more or less, as shown on the sketch attached.



William L. Johnson 15 JUNE 2020
William L. Johnson
Registered Professional Land Surveyor No. 5425
State of Texas
All iron rods set have RJ Surveying caps
Bearings are Texas Coordinate System of 1983, Central Zone (4203)
All distances shown hereon are grid distances.

RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, TX 78664
Firm No. 10015400

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



S:\LAND\1400-1449\1426\dwg\1426-900-133-107.743-mud annax.dwg, 6/15/2020 9:08:03 AM

EXHIBIT B-1

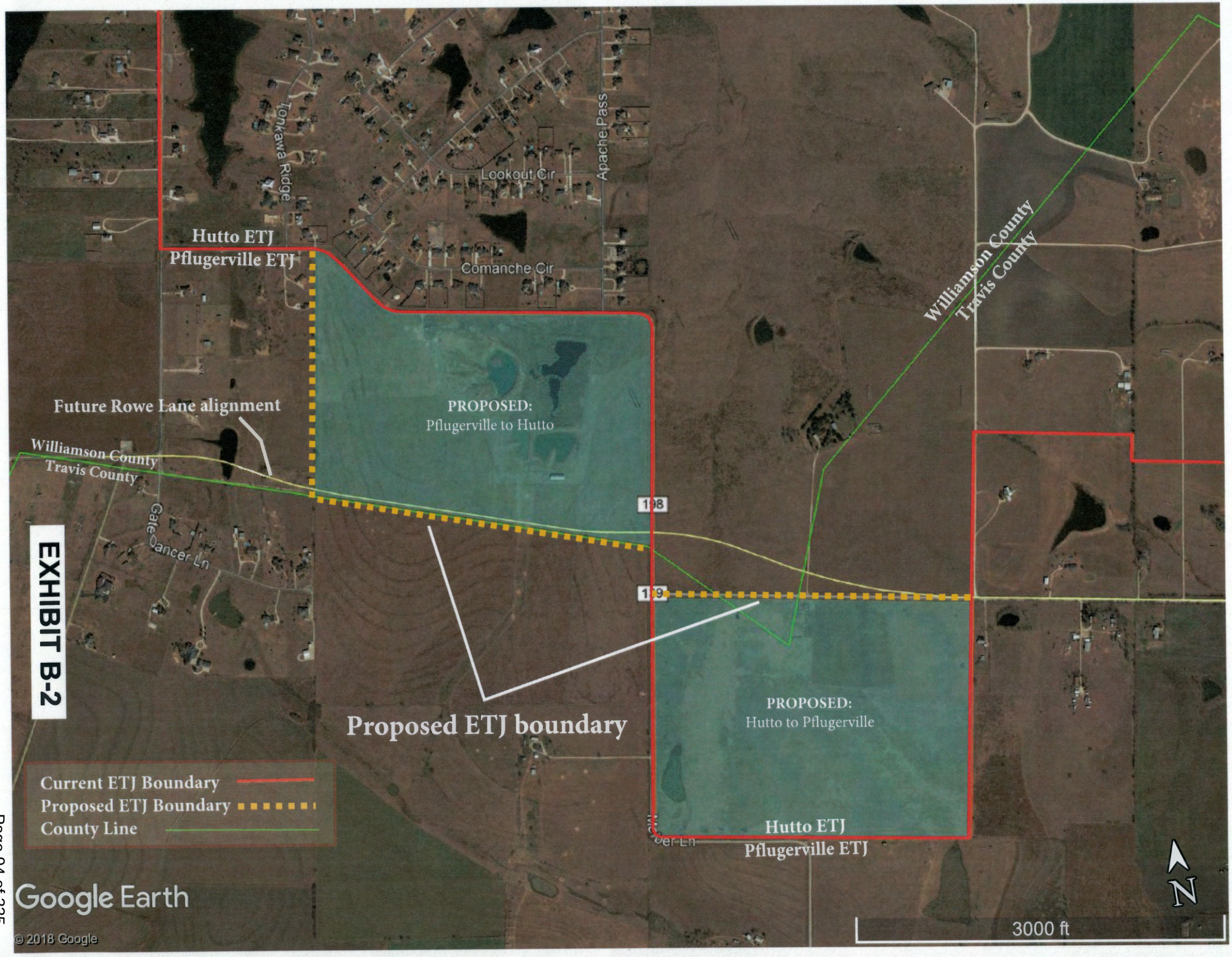

Tonkawa Ridge
Lookout Cir
Apache Pass
Comanche Cir
Hutto ETJ
Pflugerville ETJ
Williamson County
Travis County
PROPOSED:
Pflugerville to Hutto
Future Rowe Lane alignment
Williamson County
Travis County
Gale Cancer Ln
EXHIBIT B-2
Proposed ETJ boundary
PROPOSED:
Hutto to Pflugerville
Current ETJ Boundary
Proposed ETJ Boundary
County Line
Hutto ETJ
Pflugerville ETJ
Google Earth
© 2018 Google
N
3000 ft

EXHIBIT C

WASTEWATER INTERCEPTOR DRAWING

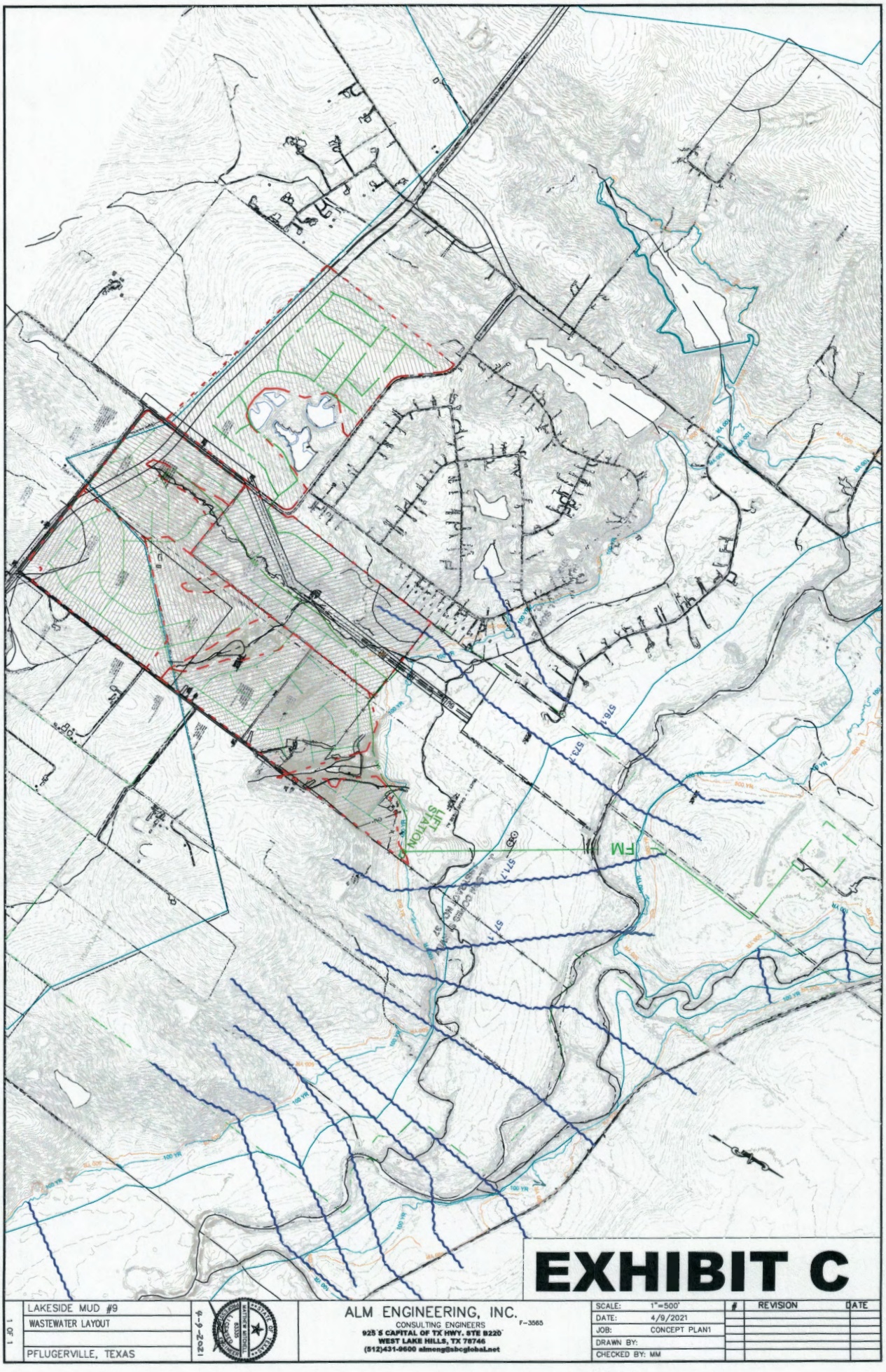


EXHIBIT C

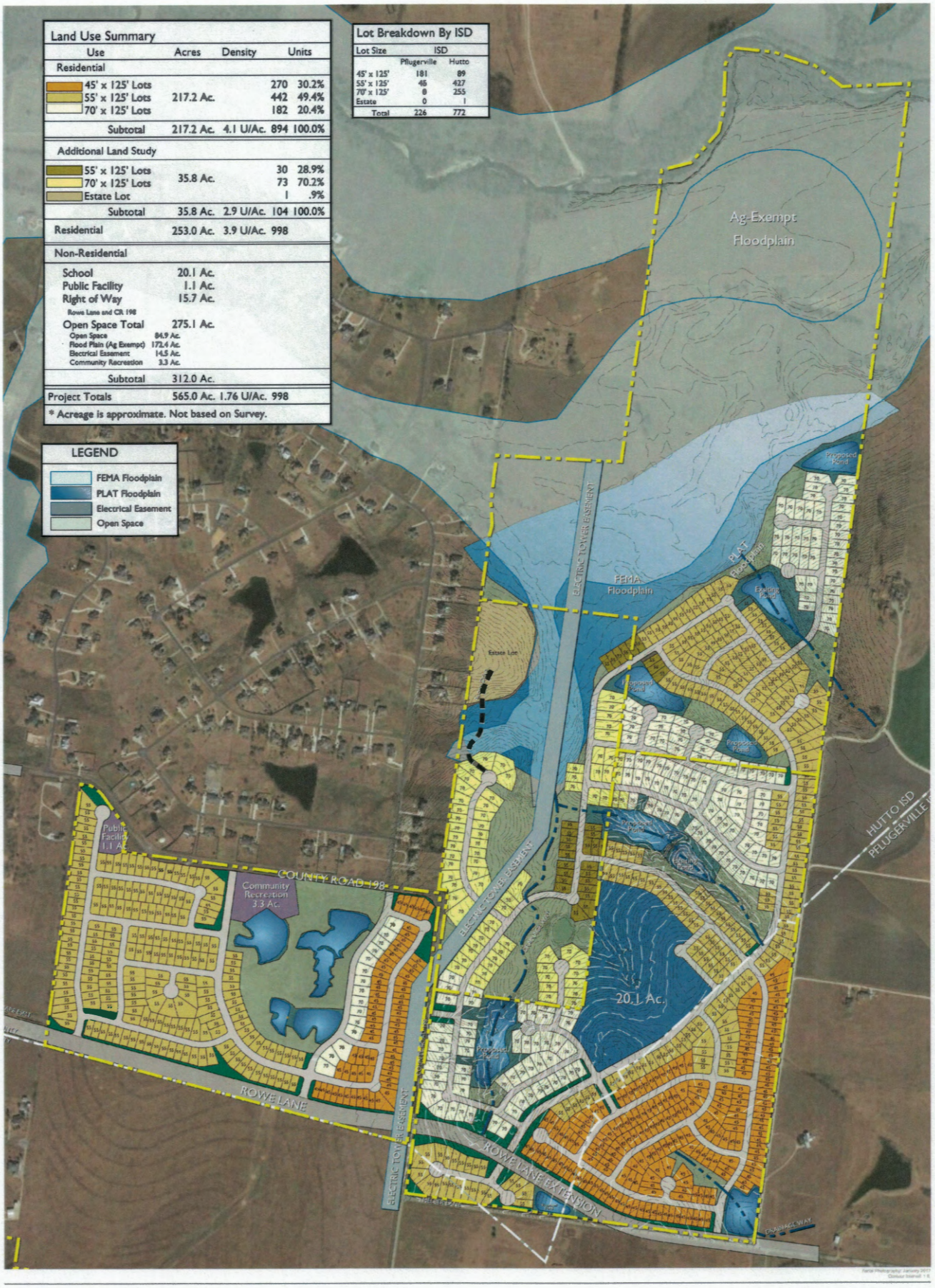
LAKESIDE MUD #9 WASTEWATER LAYOUT PFLUGERVILLE, TEXAS	12-2-6-9	ALM ENGINEERING, INC. CONSULTING ENGINEERS F-3565 925 S CAPITAL OF TX HWY. STE B220 WEST LAKE HILLS, TX 78746 (512)431-9600 almeng@sbcglobal.net	SCALE: 1"=500' DATE: 4/9/2021 JOB: CONCEPT PLAN1 DRAWN BY: CHECKED BY: MM	#	REVISION / DATE

1 OF 1

EXHIBIT D

CONCEPTUAL LOTTING PLAN

EXHIBIT D



RVi

LAKESIDE MUD No.9 • **CONCEPTUAL LOTTING PLAN - F**

Hutto, Texas
February 10, 2021
18000074
Tiemann Land and Cattle Development, Inc.

EXHIBIT E

STRATEGIC PARTNERSHIP AGREEMENT

EXHIBIT E

STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND LAKESIDE MUD NO. 9

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of Hutto, Texas (the "City"), and Lakeside Municipal Utility District No. 9 (the "District").

ARTICLE I
RECITALS

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Williamson County, Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the Consent Agreement with the City, and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District encompasses approximately _____ acres, more or less, located within the extraterritorial jurisdiction of the City, as depicted on **Exhibit A** and as more fully described on **Exhibit B** attached to this Agreement (the "Land"); and

WHEREAS, the City, Rowe Lane Development, Ltd., a Texas Limited Partnership (the "Owner"), and the District, are parties to that certain Comprehensive Development and Consent Agreement for Lakeside MUD No. 9 dated _____, (the "Consent Agreement"); and

WHEREAS, the City and the District are sometimes individually referred to as a "Party" and collectively as the "Parties; and

WHEREAS, Section 43.0751 of the Texas Local Government Code authorizes the City and the District to negotiate and enter into this Agreement; and

WHEREAS, certain areas within the Land may be developed for commercial uses; and

WHEREAS, pursuant to the Consent Agreement and Sections 43.0751(f)(6) and (g) of the Texas Local Government Code, effective on the Full-Purpose Annexation Conversion Date (defined herein), the Parties intend that the District shall convert into the Limited District (defined herein) and continue in existence after the City's full-purpose annexation of the Land for the purpose of allowing the Limited District to continue to perform some of the functions previously performed by the District as specified herein; and

WHEREAS, effective on the Effective Date (set forth below), and pursuant to Sections 43.071(f)(1) and (k) of the Texas Local Government Code, the City desires to annex the Land for the limited purpose of imposing and collecting sales and use taxes within the Land as permitted by Section 43.0751, Texas Local Government Code, which may include, but which are not limited to, the general sales tax and special sales and use taxes authorized by elections creating Type A and Type B corporations under Chapters 504 and 505 of the Texas Local Government Code

(hereinafter the "Type A and Type B Sales Tax"), road maintenance sales taxes, sales taxes for the purposes of property tax reduction, and all other sales and use tax revenues generated on the Land (collectively, hereinafter the "Sales and Use Tax Revenues"); and

WHEREAS, subject to the terms and conditions of this Agreement, the District, on behalf of itself and all present and future owners of the Land, hereby agrees that as of the Effective Date, the Land will become annexed into the City for the limited purpose of imposing and collecting Sales and Use Tax Revenues within the Land, and for the other limited purposes set forth in this Agreement; and

WHEREAS, prior to approval of this Agreement by the District's Board of Directors (the "Board"), the District provided notice of two (2) public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code, and all applicable laws, and the Board conducted such public hearings in accordance with all applicable laws, at which, members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on_____, in open session in accordance with all applicable laws, which approval and adoption occurred before the City Council approved and adopted this Agreement; and

WHEREAS, prior to approval of this Agreement by the City Council of the City (the "City Council"), the City provided notice of two (2) public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code, and all applicable laws, and the City Council conducted such public hearings in accordance with all applicable laws, at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on_____, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(1) of the Texas Local Government Code, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(2) of the Texas Local Government Code, this Agreement provides benefits for the City and the District that are reasonable and equitable.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE II
EFFECT OF RECITALS; PURPOSE OF AGREEMENT; ADOPTION OF AGREEMENT

2.01 Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part hereof for all purposes.

2.02 Purpose. The purpose of this Agreement is to define and clarify, through contractual agreement, the terms and conditions of annexation by the City of the Land for limited purposes on the Effective Date, annexation of the Land for full purposes, and the relationship between the City and the Limited District upon conversion of the District to the Limited District at the time full purpose annexation of the District is completed, all in accordance with Section 43.0751 of the Local Government Code.

2.03 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

2.04 Effective Date. The Effective Date of this Agreement is the date this Agreement is approved and adopted by the City Council (the "Effective Date").

2.05 Filing in Property Records. This Agreement shall be filed in the Official Public Records of Williamson County, Texas, and/or Travis County, as appropriate.

ARTICLE III
ADOPTION OF AGREEMENT AND CONSENT TO IMMEDIATE LIMITED PURPOSE ANNEXATION OF THE LAND

3.01 Consent to Limited Purpose Annexation. THE DISTRICT ON BEHALF OF ITSELF AND ALL PRESENT AND FUTURE OWNERS OF PROPERTY WITHIN THE LAND, HEREBY REQUESTS THAT THE CITY ANNEX THE LAND FOR THE LIMITED PURPOSES AS PROVIDED IN THIS AGREEMENT. THE DISTRICT CONSENTS TO SUCH LIMITED PURPOSE ANNEXATION AND TO THE COLLECTION OF SALES AND USE TAX REVENUES BY THE CITY WITHIN THE LAND. SUCH CONSENT SHALL BIND THE DISTRICT AND EACH OWNER AND FUTURE OWNER OF PROPERTY WITHIN THE LAND.

3.02 Limited Purpose Annexation of the Land. The City Council hereby annexes the Land for the limited purpose of collecting all sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code"), including but not limited to the Sales and Use Tax Revenues, to be imposed by the City on sales consummated within the Land. The District acknowledges and agrees that no further notices, hearings, or other procedures shall be required to effectuate such limited purpose annexation. In addition, the City shall have the authority, during the period of limited purpose annexation, to: (a) require compliance with the terms of this Agreement and the Consent Agreement; (b) control and regulate the use of property and density of structures consistent with the Consent Agreement; (c) adopt all reasonable regulations pertaining to health

and safety as provided by law and require compliance with such regulations; and (d) collect Sales and Use Tax Revenues as provided in Section 43.0751(k) of the Texas Local Government Code.

3.03 Duties During Limited Purpose Annexation.

(a) City. Except as otherwise provided in the Consent Agreement, the Parties acknowledge and agree that the limited purpose annexation of the Land pursuant to this Agreement shall not obligate the City to provide any municipal services to the Land, and further agree that the Sales and Use Taxes Revenues derived from the Land may be used by the City for any lawful purpose in any geographic portion of the City or otherwise, as permitted by law and subject to the provisions of Section 4.03 of this Agreement.

(b) District. The Parties acknowledge and agree that during the limited purpose annexation period, the District shall continue to perform its duties as set forth in the Consent Agreement, including but not limited to construction, maintenance, operation, repairs and replacement of parks, recreation and open space facilities, trails and other related improvements, and facilities for drainage, prevention of erosion, and for any other facilities or services as set forth in Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended.

ARTICLE IV
TAXATION DURING LIMITED PURPOSE ANNEXATION PERIOD

4.01 Property Taxation During Limited Purpose Annexation. The District and the City agree that upon and after the Effective Date of this Agreement the District may continue to levy and collect its property tax on all assessed valuation within the District boundaries, and the City shall not levy and collect ad valorem taxes on property in the District until the time that the City elects to annex the Land for full purposes (the "Full Purpose Annexation Conversion Date" as defined herein). Notwithstanding the foregoing provisions of this section, or anything else in this Agreement to the contrary, however, the District and the City understand that the District's power to levy taxes to pay the principal of and interest on Bonds will be unlimited as to rate and amount as necessary to make payments on the District's outstanding bonds.

4.02 Collection of Sales and Use Tax Revenues. The City may impose sales and use taxes, including but not limited to the general sales tax, Type A and Type B Sales Tax, road maintenance sales tax, and sales tax for the purposes of property tax reduction, within the Land pursuant to Section 43.0751(k) of the Texas Local Government Code. The sales and use taxes may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.03 Use of the Sales and Use Tax Revenues. The City shall use the Sales and Use Tax Revenues for any lawful purpose.

4.04 Notification of Comptroller. The City shall send Notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Section 321.102 of the Texas Tax Code, after the City Council annexes the Land for limited purposes.

4.05 Limitation on District Bonds Issued During Limited Purpose Annexation. The maturity date of any bond issue shall not be later than the fortieth (40th) anniversary of the date the Land is annexed into the District issuing the bonds.

ARTICLE V
FULL PURPOSE ANNEXATION AND CONVERSION TO LIMITED DISTRICT

5.01 Full Purpose Annexation. Except as otherwise provided in this Agreement or the Consent Agreement, the City agrees that it shall not annex for full purposes any of the Land within the District until the earlier of: (a) the expiration or termination of this Agreement or the Consent Agreement; or (b) the twenty-fifth (25th) anniversary of the date of the first issuance of bonds by the District; or (c) the date that the District has issued bonds to reimburse the Owner for ninety percent (90%) of the public infrastructure eligible for reimbursement under applicable laws or TCEQ regulations and the Consent Agreement; or (d) the City has agreed to assume the obligation to reimburse the affected Developer under applicable laws or TCEQ regulations. SUBJECT TO THE FOREGOING, DISTRICT HEREBY CONSENTS TO THE AUTOMATIC FULL PURPOSE ANNEXATION OF ALL PORTIONS OF THE LAND ON THE FULL PURPOSE ANNEXATION CONVERSION DATE (DEFINED HEREIN) WITHOUT FURTHER PROCEDURAL ACTION OF ANY KIND BY THE CITY COUNCIL OR THE DISTRICT'S BOARD IN ACCORDANCE WITH SECTIONS 43.0751(F)(6) AND (H) OF THE TEXAS LOCAL GOVERNMENT CODE. FOR PURPOSES OF THIS AGREEMENT, THE "FULL PURPOSE ANNEXATION CONVERSION DATE" IS THE DATE ON WHICH THE CITY COUNCIL ADOPTS AN ORDINANCE THAT INCLUDES THE LAND WITHIN THE FULL PURPOSE BOUNDARY LIMITS OF THE CITY. The Full Purpose Annexation Conversion Date may be altered only by mutual written agreement of the District and the City.

5.02 Assumption of the District's Outstanding Obligations, Assets, Debts and Liabilities. Notwithstanding anything in the Consent Agreement to the contrary, the Parties specifically understand and agree that all assets and obligations of the District, including any outstanding bonded indebtedness of the District shall be assumed by the City on the Full Purpose Annexation Conversion Date, provided however, the parks and recreation facilities (including the trails, lands and open space associated therewith and any storm water detention ponds that also function as park and recreation facilities), together with any District funds on hand related to the maintenance or construction of same, shall remain with the Limited District who shall operate and maintain same as provided herein such that upon conversion of the District to the Limited District, all of the park and recreation assets and other land and improvements of the District and responsibility for operation and maintenance thereof shall be assumed by the Limited District.

5.03 Conversion to Limited District. Pursuant to Sections 43.0751(f)(6) and (h) of the Texas Local Government Code, the District shall be converted to the Limited District, and the Land deemed to be within the full purpose boundary limits of the City upon the Full Purpose Annexation Conversion Date without any further action by the City Council.

5.04 Boundaries and Name of Limited District. After the Full Purpose Annexation Conversion Date, the District shall be known as Lakeside Limited Municipal Utility District No. 9 (the "Limited District"). The boundaries of the Limited District shall be the same as the boundaries for the District and are as shown on **Exhibits A and B** attached hereto.

5.05 Duties of the Limited District. After the Full Purpose Annexation Conversion Date, the Limited District shall own, operate, control, maintain, repair, replace and provide security and insurance for the parks and recreation and open space facilities (including the trails, lands and open space associated therewith and any storm water detention ponds that also function as park and recreation facilities) (collectively, the "Limited District Obligations"), it being specifically understood, however, that any park related debt (and all other debt) of the District shall be assumed by the City. The Parties agree that the City shall have no obligation during the existence of the District or the Limited District to perform any of the Limited District Obligations. The Parties agree that the City shall not be liable for any claims or causes of action arising out of, or resulting from the Limited District Obligations, including but not limited to the ownership, operation, maintenance, repair or replacement of the facilities owned or required to be maintained by the Limited District, including those that may be located on property owned by the City, or for any action or inaction of the Limited District related to same. To the extent permitted by law, the Limited District shall indemnify, defend, and hold harmless the City from any claims, demand, actions, and causes of action whatsoever arising out of or resulting from the Limited District Obligations, including but not limited to the maintenance, operations, or ownership of any facilities owned by the Limited District, or the maintenance, operations or other activities of the Limited District on any property owned by the City. The Limited District may lease or hire employees, agents, representatives, consultants, or other service providers to perform the normal administrative duties of the Limited District, except that all contracts shall provide that if the Limited District is dissolved for any reason, the contracts shall automatically expire on the date of dissolution.

5.06 Funding of Limited District Operations.

(a) General. Consistent with the terms and conditions of this Agreement, it is the responsibility of the Limited District to provide all necessary funding for capital and operations and maintenance expenses necessary for the performance of the Limited District Obligations after the Full Purpose Annexation Conversion Date.

(b) No Indebtedness; No Transfers of Property. No bonds shall be issued by the Limited District for any purposes. The Limited District shall not issue notes, incur additional debt, or sell, convey, lease, mortgage, assign, or otherwise transfer property without the prior written consent of the City.

5.07 Audit; Review of District Records. The Limited District shall conduct an annual audit each year, at is sole expense, to be performed by an independent certified public accountant. The Limited District shall file a copy of the completed audit with the City Manager and the City Chief Financial Officer. The Limited District shall make its financial and other records available to the City for inspection during normal business hours.

5.08 Other Limitations. The Limited District shall have only those functions, purposes and authorities specifically enumerated in this Article V. If the Limited District takes any formal action to discharge a function or authority that is not directly related to those functions and purposes specifically enumerated in this Article V, the City may proceed as allowed in Article VI of this Agreement.

5.09 Dissolution of the Limited District.

(a) Either (1) the City, by resolution duly adopted by the City Council, or (2) the residents of the Limited District, on presentation to the City Secretary of a petition signed by ten percent (10%) of the registered voters living in the Limited District and confirmed by the City Secretary to be conforming to the requirements of Chapter 277 of the Texas Election Code, may seek a determination as to whether the Limited District has failed or ceased to discharge its obligations under this Agreement.

(b) Within ninety (90) days after receipt of a resolution from the City Council or verification by the City Secretary of receipt of a qualified petition under Section 5.09(a) of this Agreement, the City shall give reasonable notice of the date, time and place of the meeting, in accordance with Texas Government Code, Chapter 551, and conduct a public hearing to consider the request for determination. On the conclusion of the public hearing, if the City Council determines that the Limited District has failed or ceased to discharge its obligations under this Agreement, (1) the City Council may pursue any remedy available to it under Article VI of this Agreement; or (2) the Board of Directors of the Limited District may elect to voluntarily dissolve the Limited District with sixty (60) days' Notice to the City, prior to the dissolution, or (3) the Board of Directors of the Limited District may pursue any other remedy to resolve the issues raised by the City Council or the residents of the Limited District, provided that such remedy must be consistent with this Agreement and the Consent Agreement and shall be initiated within ninety (90) days after the date of the public hearing and pursued with reasonable diligence until the issue is completely resolved.

(c) In the alternative, the City may without cause and in its sole discretion terminate the Limited District by ordinance or resolution, following providing notice in accordance with Chapter 551, Texas Government Code of the date, time and place of the meeting and the holding of a public hearing on the matter. Notice of such termination shall be provided to the Limited District Board affording sufficient time to enable the Limited District to complete winding down and dissolution activities.

(d) Prior to or upon the effective date of dissolution of the Limited District under Section 5.09 of this Agreement or for any other reason, the assets and liabilities of the Limited District shall be transferred to the City.

ARTICLE VI
TERM, DEFAULT AND REMEDIES

6.01 Term. As between the City and the District, this Agreement commences on the Effective Date and continues until 5:00 PM CST on the Full Purpose Annexation Conversion Date. Following 5:00 PM CST on the Full Purpose Annexation Conversion Date, this Agreement shall continue in effect between the City and the Limited District for a period of three (3) years after the Full Purpose Annexation Conversion Date, and may be renewed for successive three (3) year periods upon approval of the governing bodies of the City and the Limited District.

6.02 Notification of Default or Violation. Upon the occurrence, or alleged occurrence, of an event of default under, or violation of, this Agreement, the non-defaulting party shall send the defaulting Party a Notice of the default or violation or the alleged default or violation. The defaulting Party must cure the default or violation within sixty (60) days of the date of the Notice (the "Cure Period").

6.03 Remedies on Default or Violation. If the default or violation is not cured within the Cure Period, the non-defaulting party may sue for injunctive relief, mandamus, specific performance or for such other legal and equitable relief to which the non-defaulting party may be entitled, excluding consequential and incidental damages. All of these rights and remedies shall be cumulative.

6.04 City's Right to Terminate. After the expiration of the Cure Period, without regard to District's or Limited District's partial performance, if any, the City is entitled to terminate this Agreement upon written notice to District or Limited District, with the effect set forth in this Section 6.04, if District or Limited District has failed to cure a default under this Agreement within the applicable Cure Period, and the City has not waived the default in writing, or District or Limited District has failed to satisfy a condition precedent and the City has not waived performance of the condition precedent in writing. Termination of this Agreement pursuant to this Section shall also cause dissolution of the District or Limited District, but does not terminate, limit, or restrict the rights and remedies of the City and is without prejudice to the City's claim for allowable damages. Notwithstanding the foregoing, nothing in this Section 6.04 shall limit the City's right to unilaterally terminate the Limited District in accordance with Section 5.09(c).

ARTICLE VII
ADDITIONAL PROVISIONS

7.01 Exemption from Annexation Plan. Annexation of the Land is exempt from the municipal annexation plan requirements pursuant to Section 43.052(h)(3)(B) of the Texas Local Government Code.

7.02 Voting. The eligibility to vote in City elections of persons residing in a limited purpose annexation area shall be governed by Sections 43.0751(q) and 43.130 of the Texas Local Government Code.

7.03 Cooperation.

(a) The City, the District, and the Limited District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby.

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

7.04 Notice. Any Notice given under this Agreement ("Notice") must be in writing and may be given: (a) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (b) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:
City of Hutto
500 W. Live Oak St.
Hutto, Texas 78634
Attention: City Manager

District and Limited District:
c/o _____
_____
_____

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

7.05 Severability; Amendment; and Waiver.

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that the Parties have a thirty (30) day period to negotiate a provision be added to this Agreement by mutual agreement of the Parties which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. If no agreement can be reached to modify the illegal, invalid, or unenforceable provision, and the provision is an essential element of this Agreement, this Agreement shall be null and void.

(b) The Parties may not amend this Agreement, except in a written agreement executed by duly authorized representatives of the Parties.

(c) The Parties may not waive any provision in this Agreement, except pursuant to a writing executed by the Party or Parties against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that instance and only for the purpose it is given and is not to be construed as a waiver on any future occasion or against any other Party.

7.06 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas. Any reference to a constitutional or statutory provision stated in this Agreement shall incorporate any amendments made to such provision from time to time during the term of this Agreement.

7.07 Entire Agreement. This Agreement and the Exhibits attached hereto, the Consent Agreement and the Exhibits attached thereto, contain the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

7.08 Exhibits; Headings; Construction; and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neutral, and the singular may include the plural, and vice versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits attached hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will together constitute the same instrument.

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

7.10 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all laws, rules, regulations and orders governing or pertaining to the District.

7.11 Assignment. No Party shall assign its interest in this Agreement, in whole or in part, without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

7.12 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7.13 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Sketch of the Land
Exhibit B	Metes and Bounds Description of the Land

7.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

[SIGNATURE PAGES IMMEDIATELY FOLLOW.]

EXHIBIT E

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 9 ON _____.

DISTRICT:
LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 9

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, by _____, President of Lakeside Municipal Utility District No. 9, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

_____
Notary Public Signature

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS ON_____.

CITY:
CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
_____, City Secretary

APPROVED AS TO FORM:

_____
_____, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, by _____, City Manager of the City of Hutto, Texas, a home-rule city, on behalf of the City.

_____
Notary Public Signature

EXHIBIT F

RESTRICTIVE COVENANT

EXHIBIT F
TO COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT
FOR LAKESIDE MUD NO.9

RESTRICTIVE COVENANT
AND
MEMORANDUM OF DEVELOPMENT AGREEMENT

WHEREAS, _____ (hereinafter referred to as "Owners"), own the real property in Travis and Williamson Counties, Texas, described in the attached Exhibit 1 (the "Land").

WHEREAS, the City of Hutto, Texas, (the "City"), and the Owners have entered the Comprehensive Development and Consent Agreement (Lakeside Municipal Utility Districts) (the "Development Agreement") regarding the Land and have agreed that the Land should be impressed with certain covenants and restrictions running with the land and desire to set forth their agreement in writing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows with respect to the Land, which agreement will constitute a covenant running with the Land and will be binding on the Owners, their successors and assigns:

1. The Land will be developed in accordance with the Development Agreement and a Conceptual Lotting Plan, which has been agreed to by Owners and approved by the City, and in accordance with the City's Unified Development Code, except as specifically exempted in the Consent Agreement or the Conceptual Lotting Plan. The Conceptual Lotting Plan may be modified and amended, in whole or in part, from time to time, by agreement between Owners and Owners' successors and assigns, and the City. In order for any modification or amendment to the Conceptual Lotting Plan to be effective on a particular tract within the Land, such modification or amendment must be made on or before the time a plat is approved by the City for that particular tract. The Conceptual Lotting Plan, and all modifications and amendments thereto, shall be filed with the City. The City's approval of a plat for a tract within the Land shall constitute the City's acknowledgment that such tract complies with the applicable Conceptual Lotting Plan and the requirements of this covenant.

2. If any person or entity violates or attempts to violate this agreement and covenant, the City, or its successors and assigns, may prosecute proceedings at law or in equity against the person or entity violating or attempting to violate this agreement and covenant and may prevent said person or entity from violating or attempting to violate this agreement or covenant.

3. If any part or provisions of this agreement and covenant is declared invalid, by judgment or court order, that invalidity will not affect any of the other provisions of this agreement, and the remaining portions of this agreement will remain in full force and effect.

4. Any failure of the City, its successor and assigns, to enforce this agreement and Covenant, whether the violations are known or not, will not constitute a waiver or estoppel of the City's right to do so.

5. This agreement may be modified, amended or terminated only by joint action of both (a) the City Manager of the City or another duly authorized representative of the City, and (b) the owners of the Land, or such portion of the Land affected by such action, at the time of the modification, amendment, or termination.

EXECUTED, this ____ day of _____, _____.

OWNERS

By:_____

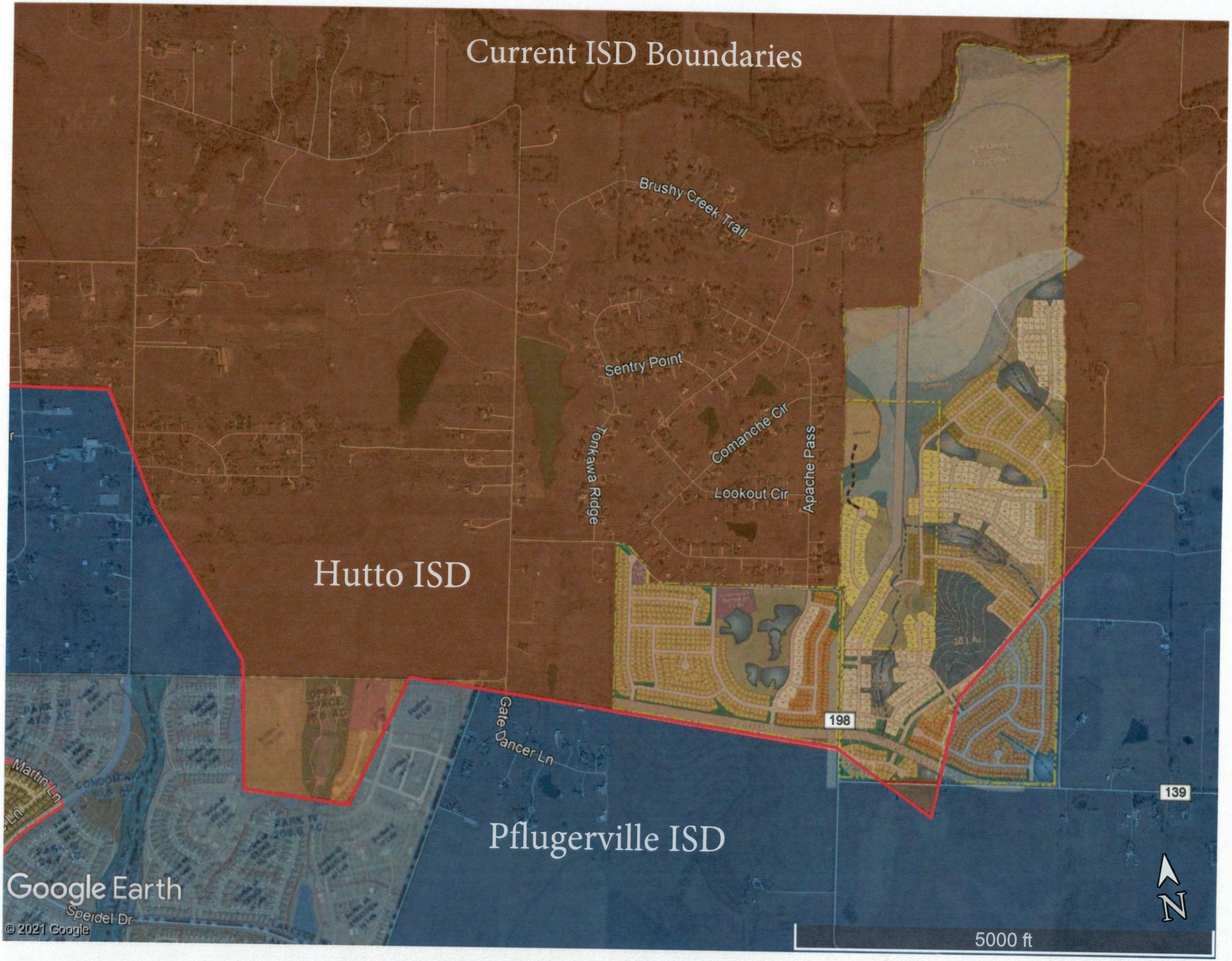
By:_____

[ACKNOWLEDGMENTS]

EXHIBIT F

EXHIBIT G

PROPOSED ISD BOUNDARY CHANGE GRAPHIC


Current ISD Boundaries
Brushy Creek Trail
Sentry Point
Tonkawa Ridge
Comanche Cir
Lookout Cir
Apache Pass
Hutto ISD
198
Gate Dancer Ln
Martin Ln
Pflugerville ISD
139
Speidel Dr
Google Earth
© 2021 Google
N
5000 ft

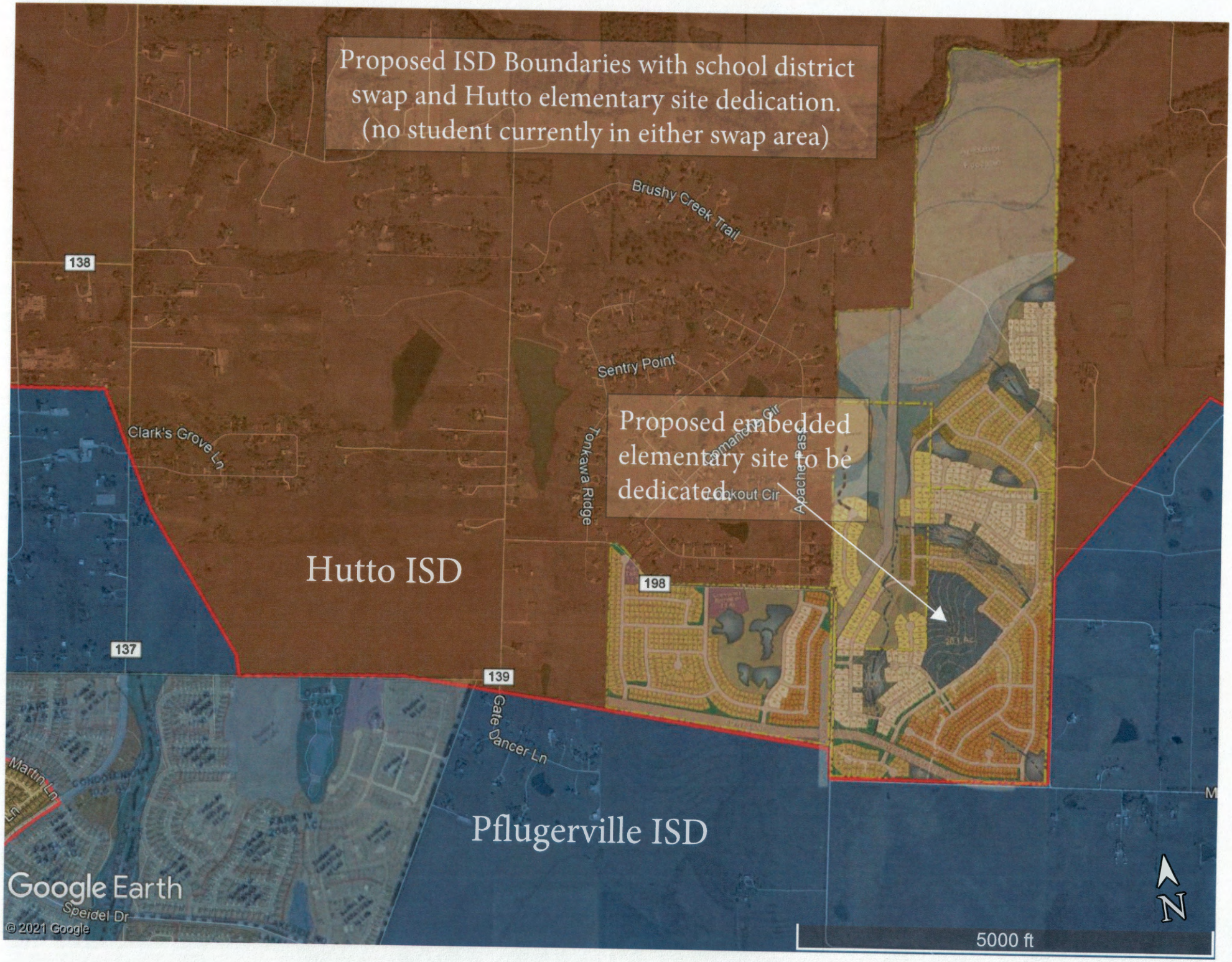

Proposed ISD Boundaries with school district swap and Hutto elementary site dedication. (no student currently in either swap area)
Brushy Creek Trail
138
Sentry Point
Proposed embedded elementary site to be dedicated.
Clark's Grove Ln
Tonkawa Ridge
Comanche Cir
Apache Pass
Lookout Cir
Hutto ISD
198
137
139
Gate Dancer Ln
Martin Ln
Pflugerville ISD
Speidel Dr
Google Earth
© 2021 Google
N
5000 ft

EXHIBIT H

REQUIRED DISTRICT NOTICE

EXHIBIT H
REQUIRED DISTRICT NOTICE

MEMORANDUM OF REQUIRED NOTICE TO END-BUYER

Notice is hereby given that, pursuant to the terms of that certain Comprehensive Development and Consent Agreement between The City of Hutto, Texas, and Rowe Lane Development, Ltd., concerning Lakeside Municipal Utility District No. 9 (the "District"), dated effective _____, 2021 (the "Consent Agreement"), the parties agreed that at the time each prospective "End-Buyer" (as defined below) contracts for the purchase of a lot or a home in the boundaries of the District, and at the time each End-Buyer closes on the purchase of a lot or a home in the District, the seller shall give the End-Buyer the disclosure notices required by Sections 49.452 and 54.016(h)(4) of the Texas Water Code and under the Consent Agreement. The term "End-Buyer" means any owner, developer, tenant, user, or occupant of any part of the land, regardless of proposed use, for which a City-approved final plat has been recorded in the plat records of Williamson County. This obligation of sellers of real property to give notice shall be a covenant and shall run with the following land:

> That certain real property in Williamson County, Texas, which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference.

This instrument is executed solely for the purpose of complying with the terms of the Consent Agreement. This instrument does not alter, amend, or modify the Consent Agreement.

EXECUTED this ___day of _____, 2021.

LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 9

By: _____

_____
President Board of Directors

ATTEST:

_____

_____
Secretary Board of Directors

STATE OF TEXAS §
§
COUNTY OF _____§

This instrument was acknowledged before me on _____, 2021 by _____, President of the Board of Directors of Lakeside Municipal Utility District No. 9, a political subdivision of the State of Texas, on behalf of said District.

_____
(SEAL) Notary Public – State of Texas

EXHIBIT I

PROFESSIONAL SERVICES AGREEMENT

INTERLOCAL AGREEMENT BETWEEN LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 9 AND THE CITY OF HUTTO, TEXAS CONCERNING THE OPERATION, MAINTENANCE AND MANAGEMENT OF WASTEWATER FACILITIES AND SERVICES WITHIN LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 9.

Pursuant to the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code, this Interlocal Agreement ("Agreement") is made and entered into on the dates set forth below, by and among Lakeside Municipal Utility District No. 9 (the "District") and the City of Hutto (the "City"), a municipal corporation, each acting by and through its undersigned, duly authorized representative.

RECITALS

Rowe Lane Development, Ltd. ("Developer") plans to or is currently constructing a sanitary wastewater collection and transportation system (collectively, the "System") which will serve customers located within the geographic boundaries of the District, and the District is desirous of obtaining services for the competent operation, maintenance, and management of the system.

The District has requested that the City provide operations, maintenance, and management services for the District's System.

The District and the City are desirous of entering into a definitive agreement pursuant to which the City shall operate, maintain and manage the System.

In consideration of the mutual agreements herein set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the District agree as follows:

ARTICLE I.
DEFINITIONS

The following terms and expressions when used in the Agreement have the following meanings unless the context clearly indicates otherwise:

A. "Agreement" means this "Interlocal Agreement between Lakeside Municipal Utility District No. 9 and the City of Hutto, Texas Concerning the Operation, Maintenance and Management of Wastewater Facilities and Services within Lakeside Municipal Utility District No. 9."

B. "City" means the City of Hutto, Texas, a municipal corporation with its principal offices at 500 W. Live Oak in Hutto, Williamson County, Texas.

C. "Consent Agreement" means the Comprehensive Development Agreement Between Rowe Lane Development, Ltd. and the City of Hutto, Texas dated _____.

D. "Development" means the lands within the current or future boundaries of Lakeside Municipal Utility District No. 9, or its successors.

E. "District" means Lakeside Municipal Utility District No. 9.

F. "System" means the Developer or District owned facilities, equipment, lands and rights-of-way for the collection and transportation of wastewater, and any extensions or additions thereto, to be constructed to serve wastewater customers in the Development.

ARTICLE II.
ADMINISTRATIVE SERVICES

The following administrative services shall be provided to the District by the City.

1. Organization. The City shall administer the work, activities, and operations of the District's wastewater systems in accordance with the terms of this Agreement and the Consent Agreement.

2. Personnel. The City shall provide competent, trained personnel. System supervisors and/or operators shall be licensed or certified by the appropriate State governmental authority. Accounting, billing, and field personnel shall be trained to be professional and courteous in dealing directly with the District's customers.

3. Start Up. The City shall:

A. Maintain all of the District's customer information and records necessary to provide monthly billings to the District's customers.

B. Inventory and maintain a listing of all of the District's equipment including manufacturers' model and serial numbers, motor frame numbers and other such data as required to provide relevant information for the scheduled maintenance and repair or replacement of the equipment comprising the System.

4. Maintenance Scheduling. The City shall implement a Scheduled Maintenance Program for System equipment. The City shall ensure that System equipment is maintained in the same fashion and with the same frequency as equipment owned and operated by the City or as may be required by Texas Commission on Environmental Quality or other regulatory agency with jurisdiction. Because the District is under the continuing supervision of the Texas Commission on Environmental Quality, City shall submit its Scheduled Maintenance Program to the District for comment.

5. 24 Hour Service. The City shall maintain 24-hour telephone and dispatch service with qualified personnel to respond to customer problems and equipment malfunctions within the District in the same manner and fashion as for retail customers located within the City limits.

6. Automatic Telephone Alarm. The City shall monitor computer or automatic dialed telephone alarm systems at any of the wastewater facilities within the District, which are installed and programmed to call the City's 24-hour telephone dispatch service. City shall notify the District of all alarm responses it makes to District facilities.

7. Employee Identification. The City's operating and maintenance employees shall be readily identifiable to customers within the District by distinctive clothing. Service vehicles shall have the City emblem prominently displayed.

8. Coordination with Consultants. The City shall coordinate with other consultants, such as attorneys, engineers, general manager, contractors, auditors, tax assessors, and financial advisors hired by the Developer and/or the District as necessary to maintain efficient operation of the System.

9. Inquiries and Correspondence. The City shall respond to inquiries or correspondence from governmental or regulatory authorities and the District's directors, customers or consultants in a prompt, professional manner.

10. District Meetings. The City's Water and Wastewater System Manager, or other City representative designated by the City Manager, shall attend regularly scheduled meetings which have an agenda item relating to the District's operations. The City representative will have direct knowledge of the District's on-going operations or agenda items as appropriate.

11. Customer Relations. The City shall render reasonable assistance in the promotion of good relations with the customers located within the District and act in a manner befitting a professional contractor of the District.

ARTICLE III.
WHOLESALE WASTEWATER SERVICE

Wholesale wastewater service to the District shall be provided by the City. Developer shall collect from builders and pay impact fees due under the wholesale contract directly to the City at the time of recordation of the final plat. All other fees and amounts due under the wholesale wastewater contract shall be funded from revenues collected by the City for the District.

ARTICLE IV.
RETAIL WASTEWATER MANAGEMENT SERVICES

1. System Operations. The City shall provide: personnel, vehicles, hand tools, spare parts, and other equipment necessary for the operation of the System.

2. Bookkeeping Service. The City shall provide bookkeeping services including: accounting for all transactions involving the District's construction, operating, and tax funds, in accordance with the

requirements of the Texas Commission on Environmental Quality (or its successors) as outlined in the WATER DISTRICT ACCOUNTING MANUAL.

3. Billing and Collection, Customer Deposits. The City shall collect all revenues arising from the rates and charges set by the District. City will resolve billing disputes with individual customers consistent with its in-city procedure. The City shall collect and maintain security deposits on the District's behalf, and the District agrees that such deposits and interest earned thereon may be maintained in the City's accounts.

4. System Inspection. The City shall monitor the District's facilities daily, including weekends and holidays as required by state regulations. This shall include lift stations. City employees, whenever they are within the District boundaries, shall monitor the System in order to observe leaks, defects, damages and be alert for missing District equipment. City shall be responsible for resolving builder damage issues with the cooperation of the District.

5. Daily Preventative Maintenance. The City shall provide all personnel and equipment necessary for preventative maintenance tasks.

6. Bulk Chemicals. The City shall be responsible, at its own expense, for maintaining an adequate inventory of chlorine and other bulk chemicals required to operate the System.

7. Expendable Items. The City shall, at the City's expense, replace those items expended in the daily operation of the System. Those items include, but are not limited to, brooms, mops, dip nets, rakes, shovels, trash cans, hoses, nozzles, padlocks, and other such items.

8. Monthly Operations Report. The City shall render a monthly operations report, which shall include the following information, or other information to which the parties can agree:

A. Total number of service connections, and wastewater.

B. Records regarding equipment repairs and replacements.

C. Abnormal changes in condition of the District's equipment, needed repairs and recommended schedules for the repair of such equipment.

D. Insurance claims filed on behalf of the District with the concurrence of the District.

E. Regular billing and collection reports including cash receipts, billings and receivables.

F. Delinquent customer reports, including information on termination of service and protests or appeals made by customers.

G. Summary of meters installed, inspections performed and fees collected.

H. Damage to the System and the possible causes thereof. In instances where the damage may be attributable to a contractor, builder, utility company or other entity, the City shall use

its best efforts to identify the party responsible for such damage, including administrative costs thereof, and include such information in the monthly report. The District will assess and collect the cost of repairs from the responsible part and remit to city.

I. Statistics relating to overall System operations, as appropriate.

J. Operations and maintenance cost data.

K. Information and reports as may be required for audit of the District's accounts.

9. Regulatory Reports. The City shall prepare and submit reports and other documents required by regulatory authorities. The City shall provide the District copies of all reports prior to submittals.

10. Regulatory Inspections. The City shall advise the District of inspections by regulatory authorities. When possible, the City shall schedule regulatory inspections to provide an opportunity for a representative of the District (District Engineer) to attend such inspections.

ARTICLE V.
INSTALLATION AND INSPECTION SERVICES

1. General. All meters and installation materials shall meet American Water Works Association standards and be in compliance with applicable city, county, or state codes. All installation and inspection fees shall be collected from the District's customers in advance, and shall be equal in amount to the installation and inspection fees charged by the City to in-city customers. The City shall maintain permanent records of meter services installed and tap fees paid. This includes a plat or map, as available, which shows the location of each meter installed and each sewer inspection performed.

2. Sanitary Sewer Inspections. The City shall inspect each sanitary sewer connection to the District's system to assure compliance with the District's specifications and procedures when and as necessary, at no cost to the District but subject to the fee for in-city inspections which shall be imposed according to City Ordinances. The fee will be collected from the customer requesting service.

3. Other Inspections. The City shall perform other inspections as requested or authorized by the District. Such inspections include, but are not limited to, grease traps, sample wells, cross connections or new facilities prior to acceptance by the District. The City may also participate in site inspections with contractors prior to the start of building activity to assist in verifying the condition of the District's system. All such other inspections shall be subject to such fees as are charged for similar in-city inspections or such fees authorized by the Consent Agreement.

ARTICLE VI.
MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

1. Maintenance. The City shall provide all personnel, tools, spare parts, and equipment necessary to perform maintenance on the District's facilities and equipment. Maintenance shall include, but not be limited to, the following:

A. Maintenance or replacement of pumps, motors, valves and other equipment of facilities.

B. Calibration and servicing of instrumentation, control systems and other equipment.

C. Other maintenance as necessary, which requires special skills and/or tools, performed in conformance with equipment manufacturer's recommendations to maintain warranties and to extend the useful life of the equipment.

2. Repair. The City shall provide all personnel and equipment necessary to perform repairs on, and shall bear sole cost responsibility for repair of, lines, facilities, equipment, collection and distribution systems including, but not limited to, service line leaks, manhole repairs, and sewer line repair and cleaning, as needed. The City shall not, however, bear cost responsibility for initial repair of any equipment or facilities identified by the City as in need of repair on the date of assumption of repair responsibility pursuant to the terms of this Agreement. The District will assign contractors' warranties to the City, and the City will cause repairs to be made under the terms of the warranty. Subsequent to acceptance of facilities by the City, the City shall be responsible for all repairs or replacement of same.

3. Replacement. The City shall use a reasonable degree of care with respect to replacement of equipment or facilities but shall not be responsible to the District for any guarantees or warranties offered by others in connection with such equipment or facilities.

4. Emergency Response. The City shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, 365 days per year. Emergencies shall include, without limitation, line breaks, and blockage in the sewage collection system. Additionally, the City shall undertake reasonable efforts to respond to requests by the District or its representatives or insistent residents.

5. Materials and Supplies. The cost of all materials and supplies used to provide services under this Agreement shall be borne solely by the City.

ARTICLE VII.
COLLECTION, PAYMENT, AND REMITTANCE

The City and the District agree that City's compensation for retail wastewater operation, maintenance and management services provided by the City, shall be satisfied from, and shall equal, the revenues collected by the City from the District's retail wastewater customers for retail wastewater service, excluding any amounts collected by the City on behalf of the District. All fees and charges assessed the District's retail wastewater customers by the City shall be set by the District to recover the costs of operating the District, operating and maintaining District facilities, obtaining wholesale sewer service, and compensating the City for services provided under this Agreement. No additional charges, fees or the like shall be assessed against Developer or the District for such services. The City shall collect all revenues arising from rates set by the District, pay all expenses arising from the services provided under this Agreement, including amounts set by the District to compensate the City, and remit any remainder to the District.

During the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party.

ARTICLE VIII.
MISCELLANEOUS PROVISIONS

1. Responsibilities.

A. City Responsibilities. The City shall exercise a reasonable degree of care and diligence in the operation and maintenance of the System in conformity with applicable laws, rules and regulations.

B. District Responsibilities. The District represents that the System is in good working order, does not contain any known defective equipment or facilities, is suitable and adequate for the needs of its customers and that all of its facilities are, or shall be, built in accordance with local, state and federal regulations. The District shall provide:

i. All utilities and plant facilities necessary to commence operation of the System in a manner required to meet applicable regulations.

ii. A complete set of record drawings of the System and any other information necessary for the administration of the System.

2. Relationship of the District and the City. The City shall serve in the capacity of an independent contractor for the District during the period of this Agreement.

3. TMLIRP Liability Coverage.

A. The City obtains Liability Coverage from the Texas Municipal League Intergovernmental Risk Poll and such Liability Coverage shall at all times during the effectiveness of the Agreement maintain in full force and effect Liability and Worker's Compensation Coverage covering the City's performance under this Agreement. The City shall provide a copy of the Liability Coverage that provides liability coverage pursuant to this Agreement.

B. The District shall carry insurance in amounts adequate to cover the costs of repair or replacement of District facilities. The District shall provide copies of such insurance to the City.

4. Force Majeure. In the event that the City or the District is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that each party shall give written notice of such force majeure to the other party as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any inabilities so caused, but for no longer. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or

of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

5. Full Compensation. The compensation to be paid to the City herein is inclusive of any tax, assessment, or other charge which may be imposed upon the City by any governmental authority as a result of performing its obligations pursuant to this Agreement.

6. Applicable Law. Venue and jurisdiction of any suit, right or cause of action arising under, or in connection with this Agreement shall lie exclusively in Williamson County, Texas.

7. Notice. Whenever the provisions of this Agreement require notice to be given, such notice shall be given in writing by certified or registered mail and addressed to the party for whom intended at its then address of record and such notice shall be deemed to have been given when the notice was then mailed.

8. Term of Agreement. This Agreement shall take effect when executed by the City and District and shall continue in force for three years after execution unless terminated earlier as provided in this Agreement. Unless either party gives written notice of its election to terminate this Agreement at least 180 days prior to the end of any three-year period, this Agreement shall automatically be renewed for an additional three-year period at the expiration of each period.

9. No Additional Waiver Implied. The failure of any party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of the Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

10. Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto or their successors and assigns.

11. Captions. The captions appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

12. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall be not affected thereby.

13. Construction of Agreement. The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

14. Other Instruments. The parties hereto covenant and agree that they shall take such further actions, and shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

15. Conflict Among Agreements. In the event a conflict is determined to exist between the terms and conditions of the Consent Agreement and this Agreement, the parties agree that the language of the Consent Agreement shall be controlling.

16. No Personal liability of public officials or the City. To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement.

17. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by either of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

18. Time. Time is of the essence of this Agreement. In computing the number of days in a time period all days will be counted excluding the day of the event that triggers the period, including Saturdays, Sundays and Legal Holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or Legal Holiday.

19. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any non-party other than as to insurance, indemnity, defense, and hold harmless.

20. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under Applicable Laws.

21. Exhibits. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of

22. Termination. This Agreement shall be terminated at the time the land within the District has been annexed by the City. Additionally, this Agreement may be terminated by the District if the City has failed to adequately operate and maintain the District's system pursuant to the terms and conditions of this Agreement; provided, however, that this right of termination may be enforced only after written notice has been given to the City of such failure and a reasonable opportunity is given to the City to cure the deficient performance, which in no event shall be less than ninety (90) days from the date of the notice.

EXECUTED in multiple copies, each of which shall constitute an original, on the dates set forth below:

ATTEST:

CITY OF HUTTO, TEXAS

_____

By:_____

Its:_____

Date:_____

ATTEST:

LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 9

_____

By:_____

Its:_____

Date:_____

John Byrum

From: Patricia Peeples <ppeeples71@gmail.com>
Sent: Monday, October 2, 2023 9:31 AM
To: Planning
Subject: Notice of Public Hearing

Hello,

Bluffs at Blackhawk Preliminary Plat
October 10, 2023
Rodney & Patricia Peeples
101 Comanche Cir
Hutto, TX 78634
Nor in favor or object.

Comments:
Would like to know more, when this project will start, how long will the project take to complete, is there an expected completion date, etc...

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

John Byrum

From: John Buser <jncbuser@gmail.com>
Sent: Thursday, October 5, 2023 2:03 PM
To: Planning
Subject: Bluffs At Blackhawk Preliminary Plat - Public Comment

Follow Up Flag: Follow up
Flag Status: Flagged

To whom it May Concern,

We are John and Claudia Buser. We live at 333 Comanche Circle, Hutto, TX and we are responding to the public information request for the above Planning and Zoning case, Bluffs at Blackhawk Preliminary Plat.

We are against approving this preliminary plat. We are opposed to approving this for the following reasons:
1. 1,049 Lots on 81.41 acres amounts to a density of 12-13 lots/acre or lot sizes averaging 3,380 SF. Our neighborhood lot sizes exceed 1 acre per lot. This extreme density will negatively impact our living conditions.
2. The current county roads that lead to the subdivision are not designed for, nor capable of handling the construction traffic that will be needed to build the subdivision, nor will they be capable of handling the residential traffic. At 1094 lots, that is likely pushing 4,500 trips per day from that subdivision alone, at full build out. The County will not improve those roads, they can't take care of them today, and Hutto does not have the capital nor will they get it from Impact Fees alone to pay for the necessary improvements.
3. At the proposed lot size, using septic for wastewater treatment is not an option. So, what is the plan for wastewater treatment? There is no ww CCN out here, so either the developer is going to construct a package WWTP or the City of Hutto will have to install the infrastructure to collect and transport that wastewater to their WWTP, on the other side of Brushy Creek. At approximately 300K gpd this will put a significant strain on the existing wwtp. And a developer installed package WWTP does not seem to benefit the City of Hutto nor the neighbors (in both neighborhoods).
4. Because this is going through the Hutto P&Z, it implies that the City has annexed this property. Our neighborhood and our surrounding neighbors have not been annexed. Adding this number of (approx 4,000) voters to the City of Hutto without allowing the existing population in the area to also have a voice is, at a minimum unfair and disingenuous.
5. Our neighborhood currently does not receive any City services. We do not get any police patrols and Fire & EMS are on the other side of Brushy Creek. It would seem that a subdivision this large would escalate the number of calls for police, fire, and EMS. These systems are over-taxed as they currently are. Who will foot the bill for these added services, and what do you think the perception will be if that new subdivision gets police coverage but existing ones do not?

Essentially, our concern is focused on the cost to Hutto for this new subdivision. The tax roles will not be increased proportional to the amount of services that will have to be extended to support the neighborhood. Without the support, then the neighborhood deteriorates and the value of long-term residential property decreases. Why would we be in favor of something that places the sacrifice on the existing population and the expenses on that population with no benefit to that population in added services nor in political participation?

Definitely opposed.

John Byrum

From: Allyson Klenzendorf <arklenz@yahoo.com>
Sent: Friday, September 29, 2023 5:42 PM
To: Planning
Subject: Bluffs at Blackhawk Preliminary Plat response
Attachments: Image (780).jpg; Image (781).jpg

Please be advised that we are opposed to the Bluffs at Blackhawk subdivision being planned. Public Hearing Date, October 10th, 2023. Attached is the Surrounding Property Owner's Response and additional comments.

Thank you,
Bill and Allyson Klenzendorf
332 Comanche Circle
Hutto, TX 78634

CITY OF HUTTO

PROPERTY OWNER NOTICE OF A PUBLIC HEARING
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **October 10, 2023**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIMES: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** will hold a public hearing regarding the proposed **Bluffs At Blackhawk Preliminary Plat**, 81.41 acres, more or less, of land, 1,049 lots, located on Rowe Lane at Melber Lane.

As one of the owners of property located within 200 feet of the subject property, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: *http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php*. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: the proposed **Bluffs At Blackhawk Preliminary Plat,** 81.41 acres, more or less, of land, 1,049 lots, located on Rowe Lane at Melber Lane.

Name: Bill & Allyson Klenzendorf

Address: 332 Comanche Circle, Hutto

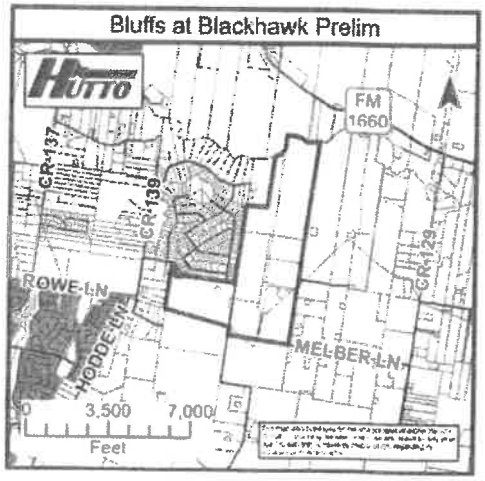
☐ **I AM IN FAVOR**

☒ **I OBJECT**

Write comments below, attach additional pages if needed.

See Attached

SITE LOCATION MAP

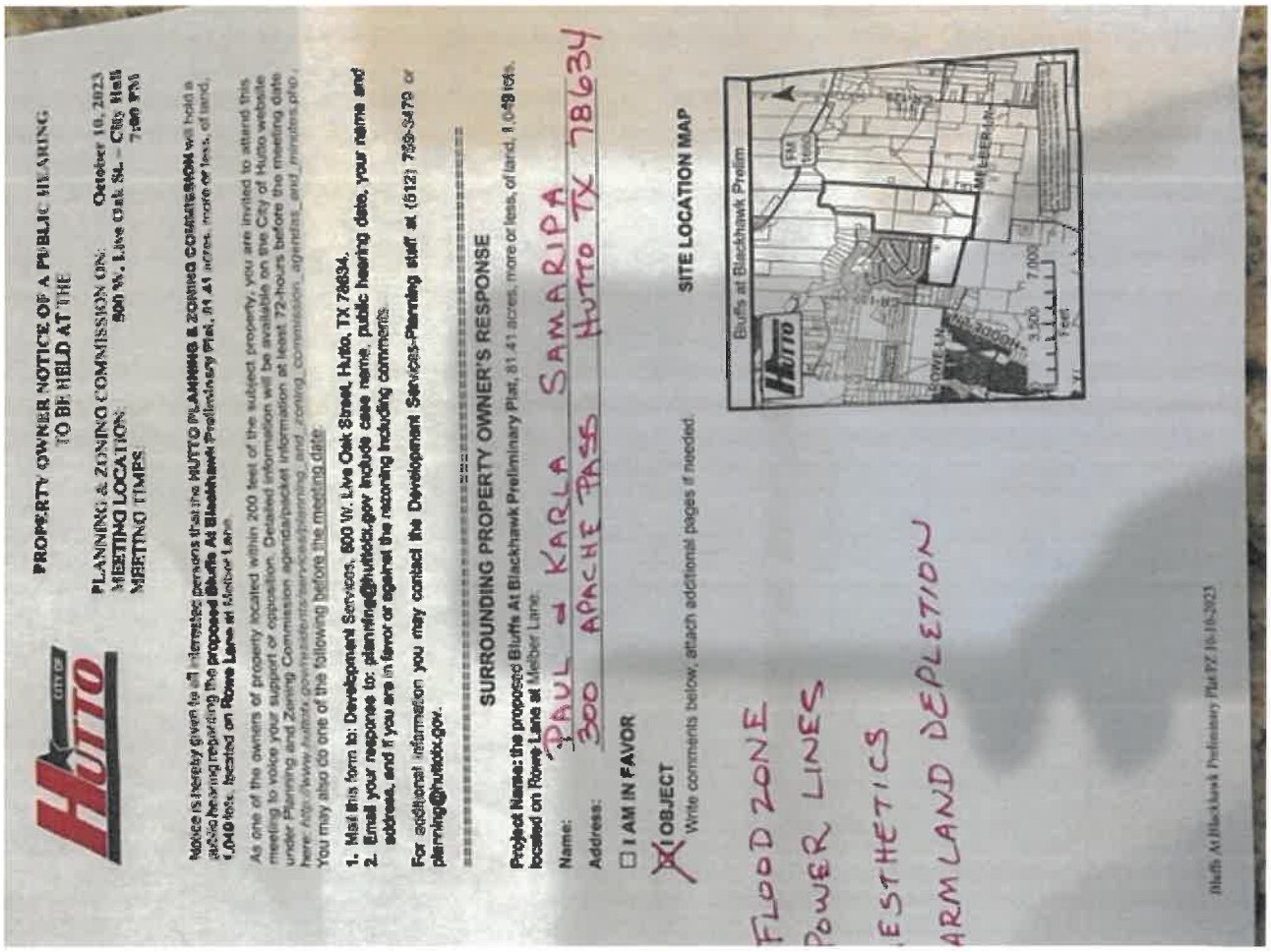


My wife and I are against the proposed Bluffs at Blackhawk housing development. We feel that the current roads are insufficient for the existing residents, as traffic is just getting worse and worse on the roads that access our subdivision. Adding approximately 2,000 more cars will only increase this problem. We also are worried about the ability of Manville Water to supply water to over 1,000 new homes, since we were put on some of the most stringent water restrictions this summer of almost any surrounding community. We also routinely lose power and with that many more homes on the power grid, we feel that situation can only get worse.

Bill Klenzendorf

John Byrum

From: Karla Samaripa <karla@onsiteav.onmicrosoft.com>
Sent: Saturday, September 23, 2023 5:38 PM
To: Planning



PROPERTY OWNER NOTICE OF A PUBLIC HEARING
TO BE HELD AT THE

CITY OF HUTTO

PLANNING & ZONING COMMISSION ON: October 10, 2023
MEETING LOCATION: 500 W. Live Oak St. – City Hall
MEETING TIMES: 7:00 PM

Notice is hereby given to all interested persons that the HUTTO PLANNING & ZONING COMMISSION will hold a public hearing regarding the proposed Bluffs At Blackhawk Preliminary Plat, 81.41 acres, more or less, of land, 1,049 lots, located on Rowe Lane at Melber Lane.

As one of the owners of property located within 200 feet of the subject property, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: https://www.hutto...

You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: planning@huttotx.gov include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: the proposed Bluffs At Blackhawk Preliminary Plat, 81.41 acres, more or less, of land, 1,049 lots, located on Rowe Lane at Melber Lane.

Name: PAUL & KARLA SAMARIPA
Address: 300 APACHE PASS HUTTO TX 78634

☐ I AM IN FAVOR

☒ OBJECT
Write comments below; attach additional pages if needed.

FLOOD ZONE
POWER LINES
ESTHETICS
FARMLAND DEPLETION

SITE LOCATION MAP

Bluffs at Blackhawk Prelim

Karla Samaripa
AVI Systems

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

John Byrum

From: Carolyn Salinas <cartx09@yahoo.com>
Sent: Thursday, October 5, 2023 1:15 PM
To: Planning
Cc: Consuelo; Carolyn Salinas
Subject: Property Owner Notice of a Public Hearing - City of Hutto

Follow Up Flag: Follow up
Flag Status: Flagged

Attention: City of Hutto Planning and Zoning Commission Staff:

Response by Email -
Case Name: Bluffs At Blackhawk, Preliminary Plat
Public Hearing Date: Oct. 10, 2023
Owner Name: Consuelo Zubeldia
Property Address: 115 Brushy Creek Trail, Hutto, TX 78634
"I OBJECT" - to the rezoning

Also, as a follow up and for your reference is a copy of my completed form below. I am mailing the form today. I am sending my response via email in case there is a delay in the mail service.

Please confirm receipt of this email notice message.

Thank you, Consuelo Zubeldia

Sent from my iPhone

AGENDA ITEM REPORT
5.3.

To:	Planning and Zoning Commission
Subject:	Conduct a public hearing and possible action on Ordinance No. O-2023-033 for the proposed Specific Use Permit request for the property known as 901 Ed Schmidt Boulevard, to allow a drive-through facility (UDC 10.304.10) (Ashley Bailey)
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

The proposal consists of an approximately 1.30 acres parcel, within the Ed Schmidt Commercial Addition. The property is currently zoned Local Business (B-1) and is in the Gateway Overlay District.

Adjacent Zoning and Uses:
WEST: SF-1, Vacant Residential Zoning
NORTH: B-2, Convenience Store
EAST: ETJ with Development Agreement (Upper Schmidts Creek PUD)
SOUTH: B-1, Vacant Commercial Zoning

The item failed to proceed for a lack of a second motion at the first reading. The feedback provided to the applicant requested additional building elevations and site details. The updated plans are attached.

SUMMARY OF REQUEST:

The applicant is proposing an approximately 6,360 sq ft restaurant and retail multi-tenant building with a drive-through. The applicant has submitted site development plans and is currently in the review process. There will be shared driveways between the site north and south of this project, maximizing the driveway spacing along Ed Schmidt Blvd. in accordance with the requirements of the development code.

10.304.10 Accessory Uses

Accessory uses and structures are intended to allow property owners the full use of their property while maintaining the character of the surrounding area. Accessory uses and structures must be built and used only for the purposes that are secondary and normal to the principal use of the property and must be placed on the same lot with the principal use.

10.311.5 Drive-through facility

10.311.5.1 Definition

AGENDA ITEM REPORT
5.3.

Drive-through facility: element of a business where goods or services are passed through exterior windows or mechanical devices to patrons in queued motor vehicles.

10.311.5.1 Permitted locations
Drive-through facilities are considered subject to specific use permit reviews as an accessory use for commercial uses in the B-1 distirct.

The applicant will go through the Site Plan and Building Permit Process.

STAFF REVIEW:

Staff sent notices to 40 adjacent property owners within 600’ and to date has received one response.

The Planning and Zoning Commission recommended approval of the Proposed SUP at the June meeting to allow a drive-through at the proposed El Pollo Rico restaurant 4-0 (3 members absent) with the following conditions:

- Drive-through facilities must be greater than 100 ft. from a residential zoning district.
- Applicants must meet all design standards for drive-through facilities in B-1 and B-2 zoning districts, which are addressed throughout Chapter 4 (Site design standards).

Staff is recommending approval of the modified SUP.

FISCAL NOTES:

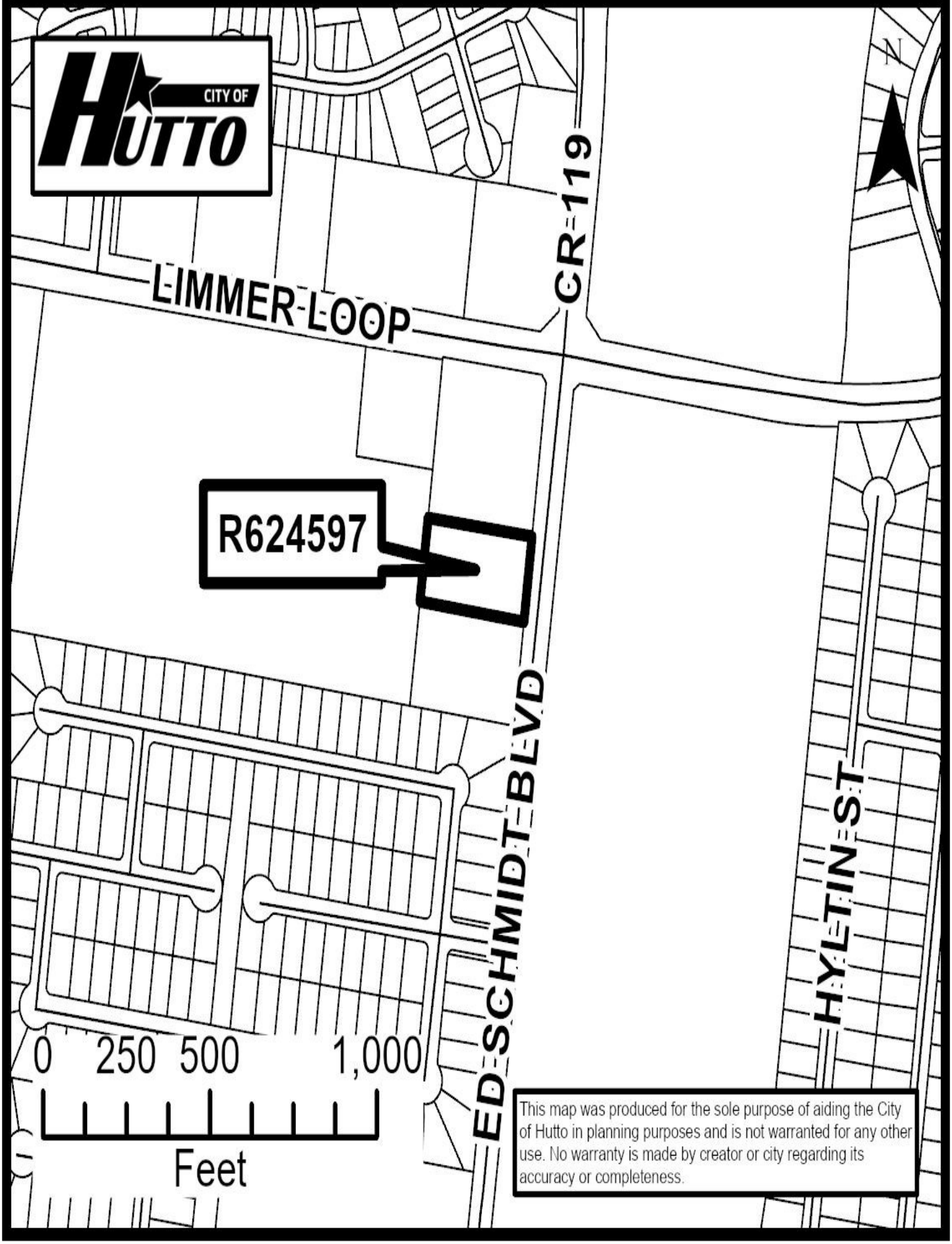
Not applicable to this item.

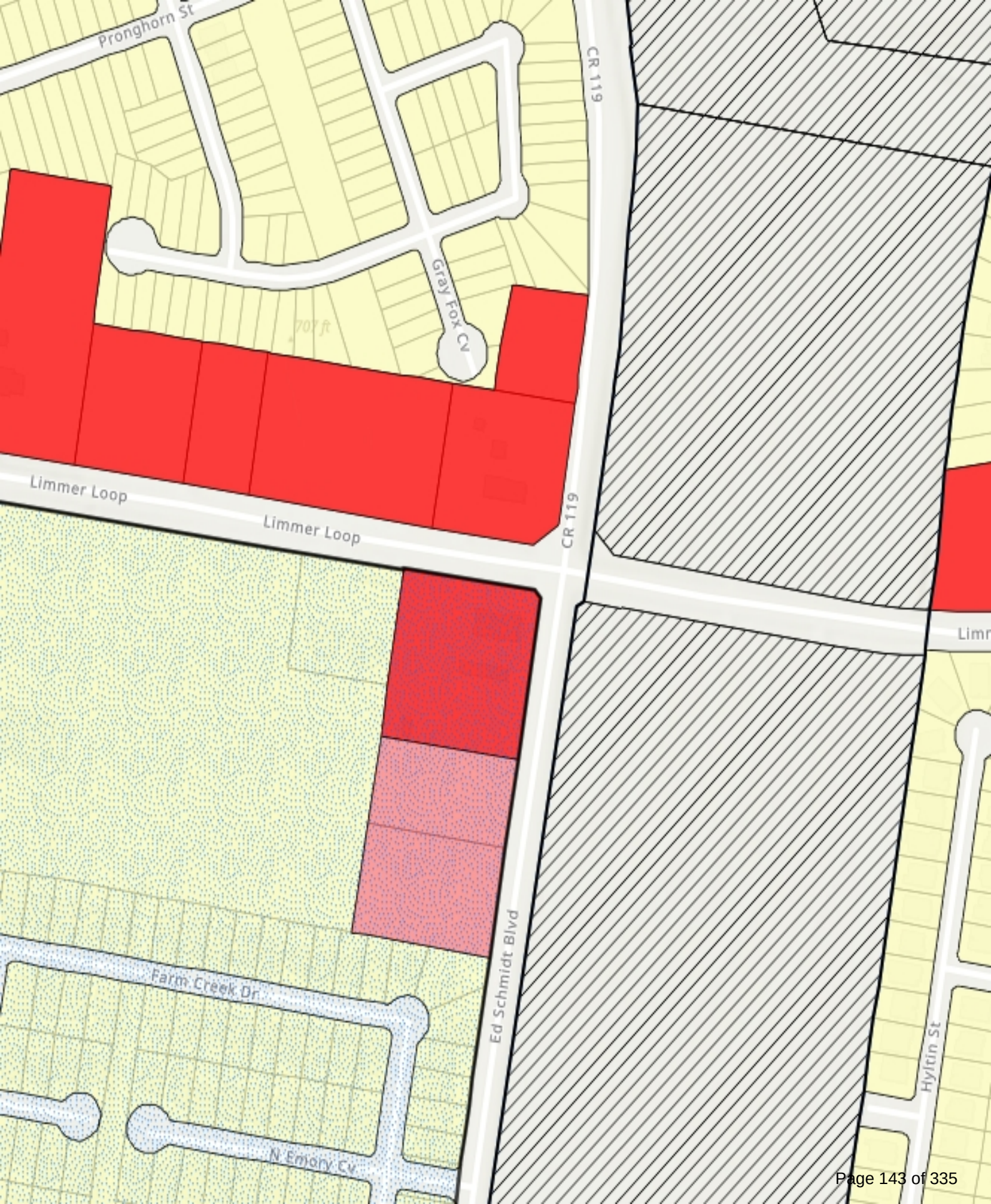
POLICY IMPLICATIONS:

ATTACHMENTS:

1. 901_Ed_Schmidt_Boulevard_El_Pollo_Rico_SUP_Drive_Thru_Newspaper_Map
2. Zoning Map
3. LOI
4. 901 Ed Schmidt-SUP-(Std. 2 Readings)
5. Prop Survey
6. 2023-28733-901ESB-ElPolloRico-SP-Init-Plan(3-16-23)
7. El Pollo Rico Updated Elevations
8. Objection - Sheryl Walton

901 Ed Schmidt Boulevard - El Pollo Rico - SUP (Drive-Thru)




Pronghorn St
CR 119
Gray Fox Cv
707 ft
Limmer Loop
Limmer Loop
CR 119
Limr
Ed Schmidt Blvd
Farm Creek Dr
N Emory Cv
Hyltin St

May 5th, 2023

The City of Hutto
500 W. Live Oak Street
Hutto, Tx. 78634

Re: El Pollo Rico Restaurant – Hutto – Specific Use Permit

To whom it may concern,

We are respectfully requesting a Specific Use Permit for the proposed El Pollo Rico Restaurant – Hutto, located at 910 Ed Schmidt Blvd., Hutto, Tx 78634.

This Specific Use Permit will allow for a drive-through facility at the proposed El Pollo Rico Restaurant site. This drive-through will equip the proposed restaurant to better serve their customers and community.

Under the Local Business (B-1) zoning, we are required to obtain a Specific Use Permit in order to operate a drive-through facility and remain in compliance of with UDC 10.311.5.2.

RELATED PROJECT
A similar project (Golden Chick) with the same zoning (Local Business - B-1), located at 405 Farm to Market 685, Hutto, Tx 78634, is approved with a drive-through facility.

Should you have any questions or comments, please feel free to contact our office.

Sincerely,

Rehman Momin
Limmer Investments, LLC

ORDINANCE NO. O-2023-033

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A DRIVE-THROUGH USE IN THE B-1 (COMMERCIAL: LOCAL/NEIGHBORHOOD) ZONING DISTRICT AT 901 ED SCHMIDT BOULEVARD, 1.3 ACRES, MORE OR LESS, OF LAND, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, PUBLICATION, SEVERABILITY, EFFECTIVE DATE, PENALTY, AND PROPER NOTICE & MEETING..

WHEREAS, the City of Hutto is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City has adopted a Unified Development Code ("UDC"), regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, in accordance with the UDC, the owner of the property referenced below has filed an application for a Specific Use Permit for a drive-through use in the B-1- Commercial: Local/Neighborhood Zoning District; and

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow a drive-through use in B-1- Commercial: Local/Neighborhood Zoning District at the property known as 901 Ed Schmidt Blvd., described in **Exhibit A**, being attached hereto and incorporated herein; and

WHEREAS, on the 6th day of June, 2023, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request; and

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 6th day of June, 2023; and

WHEREAS, on the 15th day June, 2023, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request; and

WHEREAS, the City Council determines that the regulations provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community; and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to grant such permit on the terms and conditions described herein.

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

Section 1. Findings of Fact: In accordance with the Unified Development Code, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

- The proposed use conforms to the Unified Development Code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- The site is a legal building lot.

Section 2. Specific Use Permit Granted: A Specific Use Permit is hereby granted as shown and described below:

Applicant:

Property Address:

Legal Description: 901 Ed Schmidt Blvd. and/or Lot 1, Block A Ed Schmidt Commercial Addition being more particularly described in **Exhibit A**.

Specific Use: The property shall remain located in the "B-1" Zoning District, and a Specific Use Permit permitting a drive-through is hereby granted subject to the terms and conditions provided herein

Section 3. Zoning Ordinance and Special Terms and Conditions Applicable: The use of the property described herein shall be subject to all the applicable regulations contained in the UDC and all other applicable and pertinent ordinances of the City, for the zoning district into which they have been assigned. In addition, use of the property described above shall be subject to all restrictions, terms and conditions contained in the Site Plan, attached as **Exhibit B**, and conditions attached as **Exhibit C**. **Exhibit B** and **Exhibit C** are incorporated herein by reference.

Section 4. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. Publication Cause: The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

Section 6. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 7. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 8. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 9. Penalty: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as authorized by law.

Section 10. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and **APPROVED** on the first reading this the _____ day of _____ **2023.**

READ, PASSED, and **ADOPTED** on the second reading of this ___ day of _____**, 2023** at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

ATTEST:

By:_____
Angela Lewis, City Secretary
(SEAL)

APPROVED AS TO FORM:

By: _____
Dottie Palumbo, City Attorney

EXHIBIT A – PROPERTY DESCRIPTION

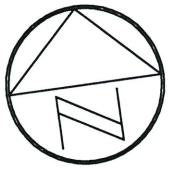
EXHIBIT B – SITE PLAN

EXHIBIT C - SPECIAL TERMS AND CONDITIONS

Conditions of Specific Use Permit:

1.
2.
3.
4.
5. The Specific Use Permit is restricted to approx.. _____ sq. ft. as depicted in **Exhibit B – Site Plan**.
6. The Specific Use Permit does not run with the land, and expires with the end of the approved use.
7. The Specific Use Permit expires one (1) year from the date of approval by City Council
8. The Specific Use Permit is non-transferable.

A SKETCH OF LOT 1, BLOCK A, ED SCHMIDT COMMERCIAL ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022002381 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



1" = 60'

LOT 1,
BLOCK A
LIMMER LOOP
COMMERCIAL
SUBDIVISION
(2017093030)

5060.15 SQ. FT.
RIGHT-OF-WAY
DEDICATION
(2017093030)

S82°52'35"E 313.79'
(S82°47'58"E 313.53')

N07°34'19"E 178.79'

LOT 1
BLOCK A
ED SCHMIDT
COMMERCIAL ADDITION
(2022002381)

S07°30'02"W 182.00'

ED SCHMIDT BOULEVARD – COUNTY ROAD 119
(R.O.W. WIDTH VARIES)
(6.6863 AC. 2004013915)

LEGEND

- ● 1/2" REBAR FOUND
- ○ 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ( ) RECORD INFORMATION

LOT 1, BLOCK H
EMORY FARMS
CHURCH TRACT
(CC/177)

N82°17'23"W 314.01'

LOT 2
BLOCK A
ED SCHMIDT
COMMERCIAL
ADDITION
(2022002381)



Paul J. Flugel
5/4/2023

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1011-001-Z2

Chaparral

DATE OF SURVEY: 01/24/22
PLOT DATE: 05/04/23
DRAWING NO.: 1011-001-Z2
PROJECT NO.: 1011-001
T.B.P.E.L.S. FIRM NO. 10124500
DRAWN BY: JDB

SITE DEVELOPMENT PLANS
FOR
EL POLLO RICO RESTAURANT - HUTTO
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

OWNER/DEVELOPER: LIMMER INVESTMENTS, LLC
CONTACT: REHMAN MOMIN
1201 N. INDUSTRIAL BLVD.
ROUND ROCK, TEXAS 78681
(512) 785-7477

ENGINEER: JAMISON CIVIL ENGINEERING LLC
CONTACT: STEPHEN R. JAMISON, P.E.
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
(737) 484-0880

SURVEYOR: CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
CONTACT: STEVEN P. TIMBERLAKE
3500 McCALL LANE
AUSTIN, TEXAS 78744
(512) 443-1724

LANDSCAPE ARCHITECT: MHB LANDSCAPE ARCHITECT
CONTACT: MARK BROOKS
544 MILITARY DRIVE
CANYON LAKE, TEXAS 78133
(512) 448-0137

TxDOT DRAINAGE NOTE:

DRAINAGE FOR THIS DEVELOPMENT HAS BEEN DESIGNED SUCH THAT THERE WILL BE NO ADVERSE IMPACTS ON THE CAPACITY, FUNCTION OR INTEGRITY OF TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DRAINAGE FACILITIES

FLOOD PLAIN NOTE:

NO PORTION OF THIS PROJECT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48491C0520F WILLIAMSON COUNTY, TEXAS EFFECTIVE DECEMBER 20, 2019.

GENERAL NOTES:

1. THE DISTURBED AREAS WITHIN THIS PROJECT SHALL BE REVEGETATED AND ALL PERMANENT EROSION/SEDIMENTATION CONTROLS COMPLETED PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS FOR THAT PHASE. TEMPORARY EROSION/SEDIMENTATION CONTROLS SHALL BE ADJUSTED AS NEEDED PRIOR TO THIS RELEASE TO INSURE THAT SUBSEQUENT PHASE DISTURBED AREAS ARE ADEQUATELY COVERED. ANY AREA WITHIN THE LIMIT OF DISTURBANCE OF THE PROJECT WHICH IS NOT ADEQUATELY REVEGETATED SHALL BE BROUGHT INTO COMPLIANCE PRIOR TO THE RELEASE OF THE FINAL PHASE.
2. CONTRACTOR SHALL CALL THE ONE CALL CENTER (1-800-245-4545 OR 1-800-545-6005) OR DIG TESS (1-800-344-8377) FOR UTILITY LOCATIONS PRIOR TO ANY WORK IN EASEMENTS OR STREET R.O.W.
3. ALL CONSTRUCTION OPERATIONS AROUND SLOPES OR TRENCHES GREATER THAN FIVE FEET IN DEPTH SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. (OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 EAST 6TH STREET, AUSTIN TEXAS.)

ZONING:

THIS TRACT IS ZONE LOCAL BUSINESS (B-1), PER CITY OF HUTTO MAP DATED FEBRUAY 2019.

LEGAL DESCRIPTION:

LOT 1 ED SCHMIDT COMMERCIAL ADDITION DOC. #2022002381

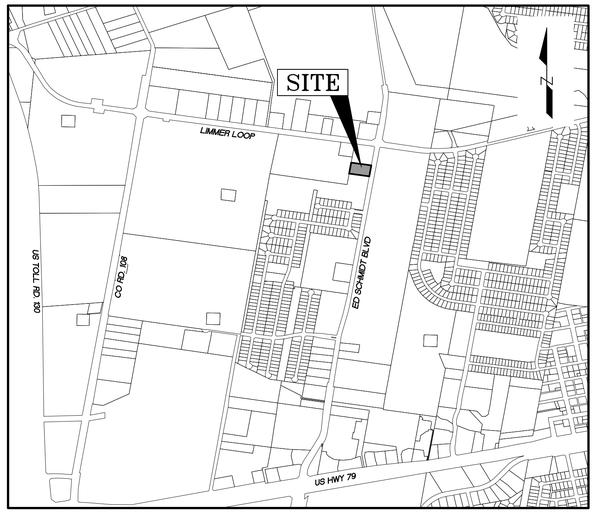
BENCHMARK:

TBM #1: MAG NAIL WITH WASHER SET IN THE SOUTHWEST CORNER OF A CONCRETE UTILITY VAULT.

ELEVATION = 706.19'
VERTICAL DATUM: NAVD 88 (GEOID 09)

TBM #2: MAG NAIL WITH WASHER SET IN THE SOUTHEAST CORNER OF A CONCRETE SIDEWALK, +/- 30' WEST OF THE WEST EDGE OF ASPHALT OF ED SCHMIDT BOULEVARD AND +/- 386' SOUTH OF THE INTERSECTION OF ED SCHMIDT BOULEVARD AND LIMMER LOOP.

ELEVATION = 707.65'
VERTICAL DATUM: NAVD 88 (GEOID 09)



LOCATION MAP
N.T.S.

SHEET INDEX

01	COVER SHEET
02	FINAL PLAT
03	FINAL PLAT
04	GENERAL NOTES
05	EXISTING CONDITIONS & DEMOLITION PLAN
06	EROSION SEDIMENTATION CONTROL PLAN
07	SITE PLAN
08	PAVING PLAN
09	GRADING PLAN
10	EXISTING DRAINAGE CONDITIONS
11	PROPOSED DRAINAGE CONDITIONS
12	DETENTION POND & CALCULATIONS
13	UTILITY PLAN
14	GENERAL DETAILS
15	GENERAL DETAILS
16	GENERAL DETAILS
17	GENERAL DETAILS
18	GENERAL DETAILS
19	LANDSCAPE PLAN
20	IRRIGATION PLAN
21	IRRIGATION DETAILS
22	PHOTOMETRIC PLAN
23	EXTERIOR ELEVATIONS

REVISIONS

NO.	DESCRIPTION	REVISED(V) ADDED(A) SHEET NO.'S	TOTAL # SHEETS IN PLAN SET	APPROVED/DATE

LIMITATION OF LIABILITY - JAMISON CIVIL ENGINEERING LLC ASSUMES NO LIABILITY FOR ANY DESIGN OR DRAWINGS IN THESE PLANS THAT ARE NOT SIGNED AND SEALED BY A PROFESSIONAL ENGINEER EMPLOYED BY THE FIRM. OTHER CONSULTANTS' WORK SHOWN IN THESE PLANS IS THE RESPONSIBILITY OF THE CONSULTANT WHO PREPARED SUCH WORK, AND IS INCLUDED IN THIS PLAN SET FOR REVIEW REQUIREMENTS ONLY.

SITE PLAN COMPONENTS - ALL BUILDING AND STRUCTURAL IMPROVEMENTS SHOWN HEREON ARE SHOWN FOR CONCEPTUAL PURPOSES ONLY. JAMISON CIVIL ENGINEERING LLC IS NOT RESPONSIBLE OR LIABLE FOR THE DESIGN OF BUILDING AND STRUCTURAL IMPROVEMENTS BY OTHERS.

STRUCTURAL COMPONENTS - ALL STRUCTURAL DESIGN IS THE RESPONSIBILITY OF THE OWNER'S STRUCTURAL ENGINEER. STRUCTURAL DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S STRUCTURAL ENGINEER.

PAVEMENT DESIGN - PAVEMENT DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S GEOTECHNICAL CONSULTANT. JAMISON CIVIL ENGINEERING LLC MAKES NO WARRANTY OR GUARANTEE AS TO ITS SUITABILITY, AND ASSUMES NO LIABILITY THEREFOR.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, CITY OF HUTTO MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER. RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

ALL SIGNAGE REQUIRES SEPARATE PERMIT. SIGN DRAWING INCLUDED IN BUILDING PLANS ARE NOT PART OF CITY APPROVAL.

CITY OF HUTTO
WWW.HUTTOTX.GOV

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, STEPHEN RAY JAMISON, DO HEREBY CERTIFY THAT THE PUBLIC WORKS IMPROVEMENTS DESCRIBED HEREIN HAVE BEEN DESIGNED IN COMPLIANCE WITH SUBDIVISION AND BUILDING REGULATION ORDINANCES AND STORMWATER POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

SUBMITTED BY:

STEPHEN RAY JAMISON, P.E.
JAMISON CIVIL ENGINEERING, LLC
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
(737) 484-0880

12/09/2022
DATE

Received 3/16/2023

CITY OF HUTTO

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM
JCE

EL POLLO RICO RESTAURANT - HUTTO
COVER SHEET
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

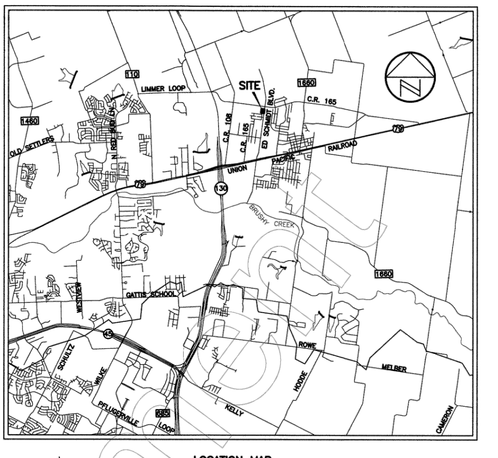
The seal appearing on this document was authorized by Stephen Ray Jamison
12/09/2022

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED PROFESSIONAL ENGINEER

File:H:\EL POLLO RICO\DWG\PLANS\COVER.DWG
Job No.
Snapshot:
Scale (Hor.):
Scale (Vert.):
Date: 10/10/22
Checked By: SRJ
Drawn By: JCE
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET
01 of 23

ED SCHMIDT COMMERCIAL ADDITION



LOCATION MAP
1"=2000'

LIMMER LOOP
(R.O.W. WIDTH VARIES)

LOT 2, BLOCK H
EMORY FARMS
CHURCH TRACT
(CC/177)

LOT 1,
BLOCK A
LIMMER LOOP
COMMERCIAL SUBDIVISION
(2017093030)

5060.15 SQ. FT.
RIGHT-OF-WAY
DEDICATION
(2017093030)

200.16'

N07°27'41"E 328.00' (N07°27'41"E 328.00')

N82°27'47"W 89.80'

N07°27'53"E 328.08'

3,329 SQ. FT.
J.U.A.E.
(2018023377)

127.92'

APPROX. 455'± 43.9° TO NORTHEAST CORNER OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225 (SCALED FROM TEXAS RAILROAD COMMISSION)

N07°33'57"E 103.22'

S82°52'35"E 313.79'
(S82°47'58"E 313.53')

P.O.B.

5' P.U.E.

10' P.U.E.

5' P.U.E.

NATHANIEL EDWARDS SURVEY, ABS. 225

LOT 1
1.300 ACRES
COMMERCIAL
ZONED B-1

178.79'

182.00'

3' P.U.E.

N82°17'23"W 314.01'

3' P.U.E.

LOT 1, BLOCK H
EMORY FARMS
CHURCH TRACT
(CC/177)

N07°34'19"E 401.69'

S07°30'02"W 404.31'

ED SCHMIDT BOULEVARD
COUNTY ROAD 119
(R.O.W. WIDTH VARIES)
(6.6863 AC. 2004013915)

BLOCK A

15' WASTEWATER
EASEMENT
(2014053964)

10' P.U.E.

LOT 2
1.603 ACRES
COMMERCIAL
ZONED B-1

222.31'

222.31'

5' P.U.E.

15' DRAINAGE
EASEMENT
(2015112403)

WATER EASEMENT
(2009074814)

TBM #1

5' P.U.E.

N82°17'23"W 314.29'

FINAL PLAT OF
EMORY FARMS
SECTION SEVEN
(2016057549)

LOT 15
BLOCK H

LOT 14
BLOCK H

LOT 13
BLOCK H

LOT 12
BLOCK H

LOT 11
BLOCK H

LOT 10
BLOCK H

S07°27'53"W 419.94'

FARM CREEK DRIVE
(50' R.O.W.)

SCALE: 1" = 50'
GRAPHIC SCALE
50 25 0 50

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- 1/2" REBAR WITH "DOUCET" CAP FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- CALCULATED POINT
- BENCHMARK LOCATION

J.U.A.E. JOINT USE ACCESS EASEMENT

( ) RECORD INFORMATION

OWNER: MAWE, LLC

ADDRESS: 5902 MOUNTAIN VILLA DRIVE
AUSTIN, TEXAS 78731

TOTAL ACREAGE: 2.903 ACRES

SURVEY; NATHANIEL EDWARDS SURVEY, ABST. NO. 225

NUMBER OF BLOCKS: 1

TOTAL NUMBER OF LOTS: 2

LOT 1: 1.300 ACRES
LOT 2: 1.603 ACRES

NEW STREETS: NONE

DATE OF SURVEY: FEBRUARY, 2014

SURVEYOR: CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 McCALL LANE
AUSTIN, TX 78744
(512)-443-1724

ENGINEER: UP ENGINEERING + SURVEYING
11903 JONES MALTSBERGER ROAD, SUITE 102
SAN ANTONIO, TEXAS 78216
(210)-774-5504

SUBMITTAL DATE: 08/04/2021

BENCHMARK INFORMATION:

TBM #1: MAG NAIL WITH WASHER SET IN THE SOUTHWEST CORNER OF A CONRETE UTILITY VAULT.

ELEVATION = 706.19'
VERTICAL DATUM: NAVD 88 (GEOID 09)

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.: 1011-001
DRAWING NO.: 1011-001-PL1
PLOT DATE: 11/16/21
PLOT SCALE: 1"=50'
DRAWN BY: JDB
SHEET 01 OF 02

Doc # 2022002381

Unofficial Document

CAUTION!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES (BOTH HORIZONTALLY AND VERTICALLY), WHICH OCCUR DURING CONSTRUCTION AND ARE NOT PROPERLY LOCATED AND REPAIRED BY THE CONTRACTOR, THE ESSON ENGINEER WILL NOT BE RESPONSIBLE OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

File: H:\EL POLLO RICO\DWG\PLANS\PLAT.DWG		
Job No.	Snapshot:	
Scale (Hor.):	Scale (Vert.):	
Date: 10/10/22	Checked By: SRJ	Drawn By:
Revision 1:		
Revision 2:		
Revision 3:		
Revision 4:		

SHEET 02 of 23

STATE OF TEXAS — STEPHEN RAY JAMISON — 86551 — LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Stephen Ray Jamison, on 10/27/2022.

EL POLLO RICO RESTAURANT - HUTTO
FINAL PLAT
ED SCHIMIDT BLVD.
HUTTO, TEXAS 78634

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM

JCE

ED SCHMIDT
COMMERCIAL ADDITION

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT MAWE, LLC, BEING OWNER OF 2.903 ACRES IN THE NATHANIEL EDWARDS SURVEY, IN WILLIAMSON COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2015095817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 2.903 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS

ED SCHMIDT COMMERCIAL ADDITION

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

WITNESS MY HAND THIS THE 18 DAY OF Nov 2021 A.D.
BY: _____
PRINTED NAME: Nasib Whebe
COMPANY NAME: MAWE, LLC
ADDRESS: 4102 Cat Hollow
ADDRESS: Austin TX 78731

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Nasib Whebe KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 18 DAY OF November 2021 AD.

Dane Wilkins
NOTARY PUBLIC, STATE OF TEXAS
Dane Wilkins — June 3, 2025
PRINTED NAME — MY COMMISSION EXPIRES

DANE WILKINS
Notary ID #133138228
My Commission Expires
June 3, 2025

SURVEYOR'S CERTIFICATION

I, STEVEN P. TIMBERLAKE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1999 AS AMENDED, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR MADE UNDER MY SUPERVISION, MADE ON THE GROUND FEBRUARY, 2014.

STEVEN P. TIMBERLAKE, R.P.L.S. 6240 — 11.16.2021

STATE OF TEXAS · REGISTERED · STEVEN P. TIMBERLAKE · 6240 · PROFESSIONAL LAND SURVEYOR

SURVEYING BY:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
(512) 443-1724

ENGINEER'S CERTIFICATION:

I, RYAN PLAGENS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1999, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48491C0520F, DATED DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

RYAN PLAGENS, P.E. — 11/19/21

ENGINEERING BY:
UP ENGINEERING + SURVEYING
11903 JONES MALTSBERGER ROAD, SUITE 102
SAN ANTONIO, TEXAS 78216
(210)-774-5504
TEXAS REGISTERED ENGINEERING FIRM F-10194606

STATE OF TEXAS · RYAN R. PLAGENS · 111640 · LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
CITY OF HUTTO

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE ON THE 9 DAY OF NOVEMBER, 2021.

(PLANNING AND ZONING COMMISSION CHAIR SIGNATURE) RICHARD J. HODSON — 12-21-2021 DATE

STATE OF TEXAS
CITY OF HUTTO

THIS SUBDIVISION IS LOCATED WITHIN THE OF THE CITY OF HUTTO, THIS THE 21 DAY OF DECEMBER, 2021.

CITY OF HUTTO STAFF SIGNATURE AutumnSpeer — 12-21-2021 DATE

GENERAL NOTES:

1) NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.

2) BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS, AS AMENDED.

3) A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.

4) A 3' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.

5) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.

6) SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.

7) TREES SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.

8) AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER UDC REQUIREMENTS.

9) STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER PER THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE (UDC), AS AMENDED.

GENERAL NOTES CONTINUED:

10) WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.

11) FLOODPLAIN NOTES: THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0520F, EFFECTIVE DATE OF DECEMBER 20, 2019.

12) IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.

13) ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.

14) ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.

15) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

16) ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

17) UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: THE CITY OF HUTTO
WASTEWATER: THE CITY OF HUTTO
ELECTRIC: ONCORE ELEC.
GAS (NATURAL OR PROPANE): ATMOS ENERGY

18) A TRAFFIC IMPACT ANALYSIS DETERMINATION IS REQUIRED. PER CITY OF HUTTO UDC.

19) A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR WATER, SEWER , AND STORM SEWER.

20) THE TRANSPORTATION IMPACT FEE WILL BE COLLECTED AT BUILDING PLAN APPLICATION.

21) A BUFFER YARD IS REQUIRED OUTSIDE OF THE WASTEWATER EASEMENT.

22) WATER AND WASTEWATER IMPACT FEE WILL BE COLLECTED AT BUILDING PERMIT PLAN APPLICATION.

23) SITE WILL BE GRANTED SHARED ACCESS (ONE DRIVEWAY)

24) THE OWNERS OF THE LOTS SHALL HAVE ACCESS TO ED SCHMIDT BLVD (COUNTY ROAD 119) THROUGH A JOINT USE ACCESS EASEMENT ("JUAE") TO BE EXECUTED BY THE OWNERS OF THE LOTS AFTER THE RECORDING OF THIS PLAT. THE JUAE WILL EXTEND FROM THE NORTH BOUNDARY OF LOT 1 SOUTH OVER, ACROSS AND THROUGH LOT 1 AND EXTENDING INTO LOT 2 IN A LOCATION DETERMINED BY THE OWNERS OF THE LOTS, AND ABUTTING ED SCHMIDT BLVD (COUNTY ROAD 119) THROUGH A DRIVEWAY TO BE CONSTRUCTED BY THE OWNERS IN A LOCATION APPROVED BY THE CITY OF HUTTO. THE OWNERS OF THE LOTS SHALL HAVE THE NON-EXCLUSIVE RIGHT TO USE THE JUAE OVER AND ACROSS BOTH LOTS TO ACCESS THE DRIVEWAY TO BE LOCATED ON LOT 2 ABUTTING ED SCHMIDT BLVD (COUNTY ROAD 119). THE OWNERS OF THE LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE JUAE, INCLUDING THE DRIVEWAY LOCATED ON LOT 2 AS PROVIDED IN THE JUAE. PRIOR TO CONSTRUCTING ANY BUILDING IMPROVEMENTS ON EITHER LOT 1 OR LOT 2, THE JUAE MUST BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. VEHICLES ENTERING THE SITE AT THE APPROVED REQUESTED LOCATION MAY ENTER BY TURNING RIGHT OR LEFT. VEHICLES EXITING THE SITE AT THE APPROVED REQUESTED LOCATION ARE RESTRICTED TO RIGHT TURNS ONLY.

25) A 5' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.

26) THIS SUBDIVISION IS ZONED LOCAL BUSINESS (B-1)

27) THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT IS 80%.

28) THE GAS PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY IN VOLUME 239, PAGE 30 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, WAS VACATED ON DOCUMENT NO. 2021146691 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

2.903 ACRES
NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 2.903 ACRES IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 2.903 ACRE TRACT OF LAND CONVEYED TO MAWE, LLC. IN A SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2015095817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the west right-of-way line of Ed Schmidt Boulevard (C.R. 119) (right-of -way width varies), described in Document No. 2004013915 of the Official Public Records of Williamson County, Texas, being the northeast corner of said 2.903 acre tract and also being the southeast corner of Lot 1, Block A, Limmer Loop Commercial Subdivision, a subdivision of record in Document No. 2017093030 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found in the west right-of-way line of Ed Schmidt Boulevard, same being the east line of said Lot 1, bears North 07°27'53" East, a distance of 328.08 feet;

THENCE South 07°30'02" West, with the west right-of-way of Ed Schmidt Boulevard, same being the east line of the 2.903 acre tract, a distance of 404.31 feet to a 1/2" rebar with "Chaparral" cap found for the southeast corner of the 2.903 acre tract, being the northeast corner of Lot 11, Block H, Final Plat of Emory Farms Section Seven, a subdivision of record in Document No. 2016057549 of the Official Public Records of Williamson County, Texas;

THENCE North 82°17'23" West, with the south line of the 2.903 acre tract, same being the north lines of Lots 11 through 14, of said Final Plat of Emory Farms Section Seven, a distance of 314.29 feet to a 1/2" rebar found for the southwest corner of the 2.903 acre tract, being the southeast corner of Lot 1, Block H, Emory Farms Church Tract, a subdivision of record in Cabinet CC, Slide 177 of the Plat Records of Williamson County, Texas;

THENCE North 07°34'19" East, with a west line of the 2.903 acre tract, same being the east line of said Lot 1, Block H, Emory Farms Church Tract, a distance of 401.09 feet to a to a 1/2" rebar found for the northwest corner of the 2.903 acre tract, being the southwest corner of said Lot 1, Limmer Loop from which a 1/2" rebar with "Doucet" cap found for the northeast corner of said Lot 1, Block H, Emory Farms Church Tract, being the southeast corner of Lot 2, Block H, said Emory Farms Church Tract and also being in the west line of said Lot 1, Limmer Loop, bears North 07°33'57" East, a distance of 103.22 feet;

THENCE South 82°52'35" East, with a north line of the 2.903 acre tract, same being the south line of said Lot 1, Limmer Loop, a distance of 313.79 feet to the POINT OF BEGINNING, containing 2.903 acres of land, more or less.

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 5th DAY OF January A.D. 2022 AT 3:30 O'CLOCK P M., AND DULY RECORDED ON THE 5th DAY OF January A.D. 2022 AT 3:50 O'CLOCK P M., IN SAID COUNTY AND STATE, IN DOCUMENT NUMBER 2022002381 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

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

To Certify Which, Witness my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY Brenda McKenzie
DEPUTY Brenda McKenzie

COUNTY COURT · WILLIAMSON COUNTY, TEXAS

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation

Doc # 2022002381

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.: 1011-001
DRAWING NO.: 1011-001-PL1
PLOT DATE: 11/16/21
PLOT SCALE: 1"=50'
DRAWN BY: JDB
SHEET 02 OF 02

Unofficial Document

CAUTION!!!
CONTRACTOR SHALL LOCATE & EXPOSE EXISTING UTILITIES HORIZONTALLY AND VERTICALLY (BOTH HORIZONTALLY AND VERTICALLY) PRIOR TO CONSTRUCTION OF NEW UTILITIES. THE ESSEN ENGINEER WILL NOT BE RESPONSIBLE FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

SHEET 03 of 23

File: H:\EL POLLO RICO\DWG\PLANS\PLAT.DWG
Job No. | Snapshot:
Scale (Hor.): | Scale (Vert.):
Date: 10/10/22 | Checked By: SRJ | Drawn By:
Revision 1:
Revision 2:
Revision 3:
Revision 4:

STEPHEN RAY JAMISON · 86051 · LICENSED PROFESSIONAL ENGINEER · STATE OF TEXAS
This seal appearing on this document was authorized by Stephen Ray Jamison on 10/07/2022.

EL POLLO RICO RESTAURANT - HUTTO
FINAL PLAT
ED SCHIMDT BLVD.
HUTTO, TEXAS 78634

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM
JCE

CITY OF HUTTO
GENERAL CONSTRUCTION NOTES
(UPDATED MARCH 2019)

1. THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING:
   TEXAS811 811
   LONE STAR 1-800-669-8344
   FOR LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
2. PRIOR TO ANY CONSTRUCTION, THE DESIGN ENGINEER SHALL CONVENE A PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF HUTTO HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE. IF CONSTRUCTION IS NOT STARTED ON THE SITE WITHIN 30 CALENDAR DAYS AFTER THE PRE-CONSTRUCTION CONFERENCE, THE ENGINEER SHALL CONVENE A NEW PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF HUTTO, HIMSELF, AND ALL THE ABOVE MENTIONED ENTITIES.
3. PRIOR TO ANY CHANGES TO THE CONSTRUCTION SITE, VIDEO OF THE SITE MUST BE TAKEN AND PROVIDED TO THE CITY BEFORE CONSTRUCTION COMMENCES.
4. ALL CONSTRUCTION OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF HUTTO ENGINEERING MANUAL AND STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS. IF CITY OF HUTTO ENGINEERING MANUAL UNAVAILABLE, OR NOT APPLICABLE, REFER TO TXDOT AND/OR CITY OF GEORGETOWN MANUAL, STANDARDS AND/OR SPECIFICATIONS.
5. ALL STORM SEWER BENDS AND WYES SHALL BE PREFABRICATED.
6. ALL STORM SEWER MAINS TO BE FIELD-TESTED FOR WATER TIGHTNESS NO SOONER THAN 30 DAYS AFTER TOTAL COMPLETION OF THE STORM SEWER LINES.
7. ALL STORM SEWER MAINS TO BE VIDEO TAPED BY CAMERA NO SOONER THAN 30 DAYS AFTER TOTAL COMPLETION OF THE STORM SEWER LINES. TWO DIGITAL COPIES SHALL BE SUPPLIED TO THE CITY BEFORE CLOSEOUT. ALL STORM SEWER CONDUITS WILL BE INSPECTED BY THE CITY BEFORE CITY ACCEPTANCE, VIDEO MUST SHOW DETAILS OF ALL IRREGULARITIES OR OFFSETS (MINIMUM 10 SECONDS OF VIDEO TIME).
8. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.
9. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS TO BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.
10. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
11. CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
12. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
13. WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
14. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
15. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
16. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. ACCURATE "RECORD" DRAWINGS WILL BE PROVIDED TO THE CITY OF HUTTO, ALONG WITH A LETTER CERTIFICATION FROM A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS, STATING THAT SAID PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THESE PLANS, PRIOR TO THE OWNER BEING ISSUED A CERTIFICATION OF COMPLETION AND FINAL ACCEPTANCE. THESE "RECORD" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENTS PRIOR TO FINAL ACCEPTANCE.
17. CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION. REMOVE ALL AREAS OF WEAK SOIL.
18. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
19. UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.
20. ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION AND ANY DAMAGES INCURRED DUE TO CONTRACTOR'S OPERATION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.
21. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).
22. TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TXDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TXDOT BARRICADE AND CONSTRUCTION STANDARDS.
23. REVEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY OF GEORGETOWN CONSTRUCTION STANDARDS.
24. CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.
25. NO WORK IS TO BE PERFORMED BETWEEN THE HOURS OF 6:00 P.M. AND 7:00 A.M. ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY. THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.
26. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION VERTICALLY AND HORIZONTALLY OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK, AND SHALL NOTIFY THE ENGINEER AND THE CITY IF THE EXISTING UTILITY LOCATION AND DEPTHS ARE DIFFERENT FROM WHAT IS SHOWN ON THE PLANS. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
27. ALL FIRE LINES SHALL BE DUCTILE IRON.
28. DETECTABLE TAPE SHALL BE USED FOR ALL UNDERGROUND UTILITIES. TAPE MUST BE 12" WIDE 5 MIL WITH APPLICABLE COLOR AND LABEL.
29. CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER, ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PRIVATE PROPERTY WHICH OCCURS AS A RESULT OF ANY PORTION OF THIS PROJECT. ANY DAMAGE TO PRIVATE PROPERTY SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. THE CONTRACTOR SHALL PAY AND/OR SETTLE WITH PRIVATE PROPERTY OWNER(S) FOR ALL COST RELATED TO DAMAGE. THE CITY WILL NOT PROVIDE SEPARATE PAY FOR REPAIR OF DAMAGES, REIMBURSEMENTS OR SETTLEMENTS.

CITY OF HUTTO
WATER NOTES
(UPDATED MARCH 2019)

1. WATER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF HUTTO ENGINEERING MANUAL, STANDARD SPECIFICATIONS AND STANDARD DETAILS.
2. FIRE HYDRANTS ON MAINS UNDER CONSTRUCTION SHALL BE SECURELY WRAPPED WITH A POLY WRAP BAG AND TAPED INTO PLACE. THE POLY WRAP SHALL BE REMOVED WHEN THE MAINS ARE ACCEPTED AND BROUGHT INTO SERVICE. ALL FIRE LINES SHALL BE DUCTILE IRON
3. ALL WATER SERVICE, WASTEWATER SERVICE, AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:
   A. WATER SERVICE "W" ON TOP OF CURB
   B. VALVE "V" ON TOP OF CURB OR VALVE SIGN AS INSTRUCTED BY CITY ENGINEER
4. TOOLS FOR MARKING CURBS SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE SPECIFIED BY THE ENGINEER AND APPROVED BY THE CITY OF HUTTO.
5. THRUST BLOCKING AND RESTRAINTS SHALL BE IN ACCORDANCE WITH CITY OF HUTTO STANDARD SPECIFICATIONS.
6. HYDROSTATIC PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED ON ALL PRESSURE PIPELINES CARRYING WATER.
7. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
8. PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C900/C905, MIN. DR 14), OR DUCTILE IRON (AWWA C151, MIN. CLASS 350). WATER SERVICES (2" OR SMALLER) SHALL BE POLYETHYLENE TUBING (BLACK, 200 PSI, DR 9).
9. ALL DUCTILE IRON PIPE (D.I.P) SHALL BE WRAPPED WITH EIGHT (8) MIL, BLACK VIRGIN POLYETHYLENE WRAP AS SPECIFIED IN ANSI/AWWA C105/A21.5.
10. ALL D.I.P. SHALL BE LINED WITH VIRGIN POLYETHYLENE CONFORMING TO ASTM D-1248; 40 MIL THICKNESS (NOMINAL), 35 MILS (MINIMUM). LINER TO BE POLYBOND OR EQUAL. AT ANY POINT WHERE D.I.P. CANNOT BE WRAPPED IN POLYETHYLENE, COAT THE EXTERIOR WITH POLYBOND OR APPROVED EQUAL.
11. ALL PVC PIPE (ALL TYPES AND SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D-3212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F-477. SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR THIS PROJECT.
12. ALL POTABLE WATERLINES AND SANITARY SEWER FACILITIES MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF CLEARANCE IN ANY DIRECTION BETWEEN THEM. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, FOLLOW THESE SPECIAL PROCEDURES.
   A. IF A COLLECTION SYSTEM PIPE PARALLELS A PUBLIC WATER SUPPLY PIPE THE FOLLOWING REQUIREMENTS APPLY:
      I. A COLLECTION SYSTEM PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC MEETING ASTM SPECIFICATIONS WITH AT LEAST 150 POUNDS PER SQUARE INCH (PSI) PRESSURE RATING FOR BOTH THE PIPE AND JOINTS.
      II. VERTICAL SEPARATION MUST BE AT LEAST TWO FEET BETWEEN THE OUTSIDE DIAMETERS OF THE PIPES.
      III. HORIZONTAL SEPARATION MUST BE AT LEAST FOUR FEET BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
      IV. COLLECTION SYSTEM PIPE MUST BE BELOW WATER SUPPLY PIPE.
   B. IF A COLLECTION SYSTEM PIPE CROSSES A PUBLIC WATER SUPPLY PIPE, THE FOLLOWING REQUIREMENTS APPLY:
      I. IF A COLLECTION SYSTEM IS CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, THE FOLLOWING REQUIREMENTS APPLY:
         A. A MINIMUM DISTANCE OF SIX (6) INCHES BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
         B. A COLLECTION SYSTEM PIPE MUST BE BELOW A PUBLIC WATER SUPPLY PIPE.
         C. COLLECTION SYSTEM PIPE JOINTS MUST BE LOCATED AS FAR AS POSSIBLE FROM AN INTERSECTION WITH A PUBLIC WATER SUPPLY LINE.
      II. IF A COLLECTION SYSTEM CROSSES OVER A PUBLIC WATER SUPPLY PIPE, EACH PORTION OF A COLLECTION SYSTEM PIPE WITHIN NINE FEET OF A PUBLIC WATER SUPPLY PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS.
13. THE CONTRACTOR MUST OBTAIN A TEMPORARY WATER METER FROM THE CITY OF HUTTO UTILITY BILLING DEPARTMENT FOR ALL WATER USED DURING CONSTRUCTION.
14. CONTRACTOR TO SCHEDULE WATER VALVE CLOSURE THROUGH CITY OF HUTTO: DEPARTMENT OF PUBLIC WORKS UTILITY DIVISION WITH ADVANCE NOTICE OF 7 DAYS. CONTRACTOR TO CONTACT PUBLIC WORKS AT PHONE #512-759-4016 AND NOTIFY CONSTRUCTION INSPECTOR. WATER VALVE CLOSURE WILL ONLY BE SCHEDULED FOR TUESDAY THROUGH THURSDAY. CONTRACTOR TO NOTIFY ALL BUSINESSES AND RESIDENTS AFFECTED BY VALVE CLOSURES. CLOSURES MUST BE COORDINATED TO MINIMIZE EFFECTS ON EXISTING CUSTOMERS WITH CONSIDERATIONS GIVEN TO BUSINESSES THAT REQUIRE WATER TO MAINTAIN OPERATIONS.
15. LINE FLUSHING OR ANY ACTIVITY USING A LARGE QUANTITY OF WATER MUST BE SCHEDULED WITH THE CITY OF HUTTO. CONTRACTOR WILL BE RESPONSIBLE FOR TRACKING THE AMOUNT OF WATER USED DURING FLUSHING AND BE REQUIRED TO REIMBURSE THE CITY FOR WATER USE, IF NOT ALREADY METERED.
16. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM STERILIZATION OF ALL POTABLE WATER LINES AND SHALL PROVIDE ALL EQUIPMENT NECESSARY (INCLUDING TEST GAGES), SUPPLIES (INCLUDING CONCENTRATED CHLORINE DISINFECTION MATERIAL) AND NECESSARY LABOR REQUIRED FOR THE STERILIZATION PROCEDURE. THE STERILIZATION PROCEDURE SHALL BE MONITORED BY THE ENGINEER AND A CITY OF HUTTO CONSTRUCTION INSPECTOR. WATER SAMPLES WILL BE COLLECTED TO VERIFY EACH TREATED LINE HAS ATTAINED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM.
17. AN INDEPENDENT QUALIFIED LAB, AT THE CONTRACTOR'S EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAGES), SUPPLIES, AND LABOR NECESSARY TO PERFORM THE TESTS. A CITY OF HUTTO CONSTRUCTION INSPECTOR MUST BE PRESENT FOR ALL TESTING.
18. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND THE CITY NOT LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING, OR PRESSURE TESTING.
19. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF HUTTO.
20. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON PER CITY OF HUTTO STANDARD DETAILS.
21. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT SHALL HAVE BOLTED AND GASKETED COVERS. CONCRETE MANHOLES TO BE COATED PER STANDARD DETAIL AND CONSTRUCTION SPECIFICATIONS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE PERMITTED.
22. ALL FIRE LINES SHALL BE DUCTILE IRON PIPE (AWWA C-100, CLASS 200).
23. ALL FIRE HYDRANTS SHALL BE SILVER IN COLOR INCLUDING BONNET AND INSTALLED PER CITY OF HUTTO STANDARD DETAIL.
24. ALL WATER PIPING AND FITTINGS SHALL BE VIRGIN STOCK.
25. ALL MECHANICAL RESTRAINTS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
26. ALONG STATE HIGHWAYS, WATER LINES ARE REQUIRED ON BOTH SIDES OF THE ROADWAY. NEW WATER LINES CROSSING EXISTING STREETS SHALL BE PLACED BY BORING. A STEEL CASING SHALL BE REQUIRED UNDER MAJOR AND MINOR COLLECTOR ROADWAYS, ARTERIAL ROADWAYS AND STATE HIGHWAY. OPEN CUT EXCAVATION WILL NOT BE ALLOWED TO CROSS EXISTING STREETS, UNLESS APPROVED BY THE CITY ENGINEER.
27. ALL NEW WATER PIPES MUST HAVE DETECTABLE TAPE PER CITY OF HUTTO STANDARD DETAIL.
28. ALL AUTOMATIC FLUSH VALVES MUST USE A METER TO MEASURE WATER LOSS.
29. TRACER WIRE WILL BE TESTED AND MUST WORK CORRECTLY BEFORE CITY ACCEPTANCE OF INFRASTRUCTURE. TRACER WIRER MUST BE ENCASED IN PIPE.
30. ALL REDUCED SIZE TAPS SHALL BE MADE USING AN EPOXY COATED FABRICATED STEEL TAPPING SLEEVE WITH STAINLESS STEEL BOLTS, OR A STAINLESS STEEL FULL CIRCLE TAPPING SLEEVE WITH DUCTILE IRON FLANGE.

CITY OF HUTTO
WASTEWATER NOTES
(UPDATED AUGUST 2018)

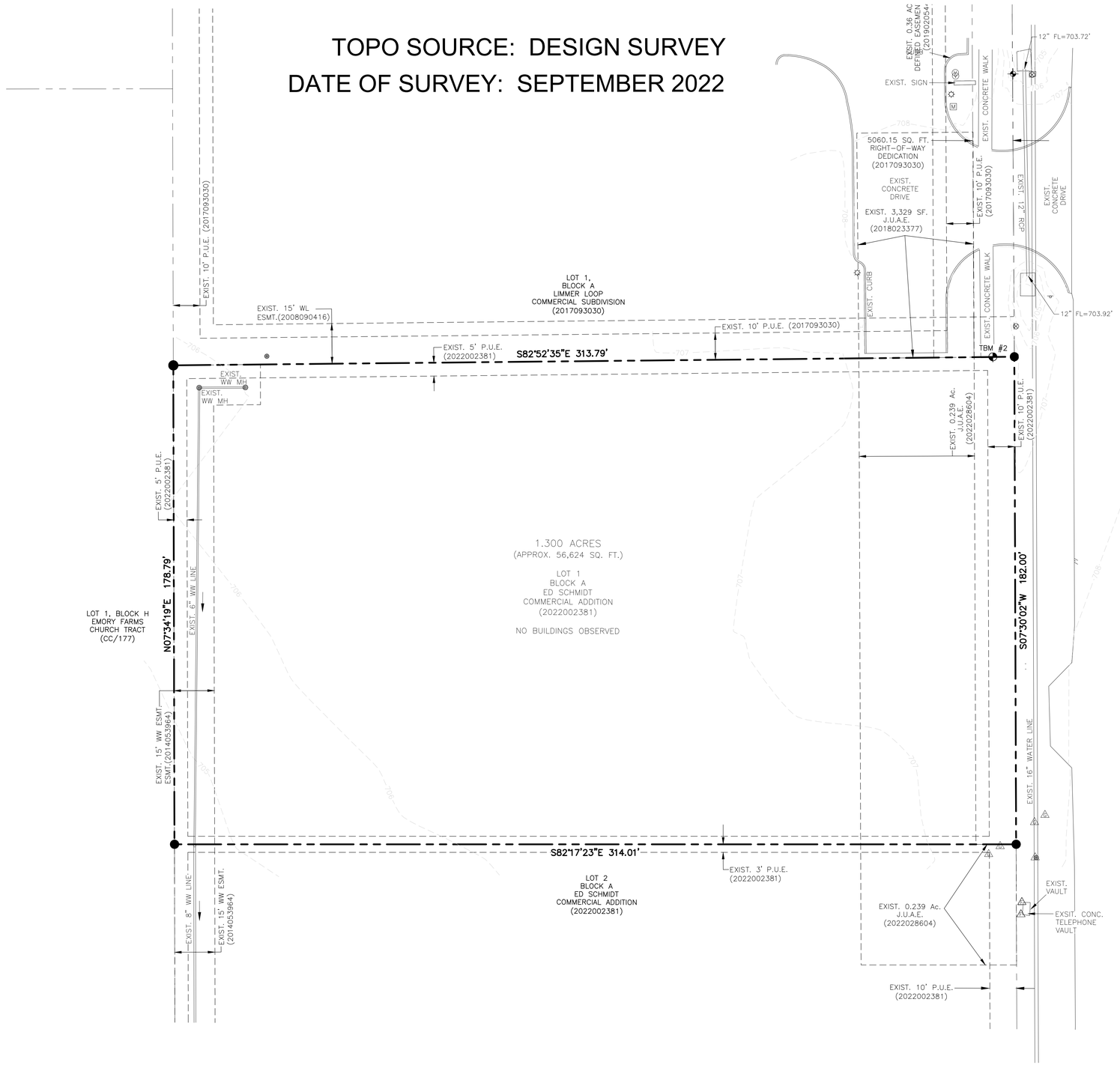
1. WASTEWATER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HUTTO ENGINEERING DESIGN MANUAL, STANDARD SPECIFICATIONS AND STANDARD DETAILS.
2. NO CURVILINEAR WASTEWATER DESIGN/LAYOUT IS PERMITTED.
3. ALL WASTEWATER SERVICE, AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:
   A. WASTEWATER SERVICE "S" ON TOP OF CURB
   B. VALVE "V" ON TOP OF CURB
4. TOOLS FOR MARKING CURBS SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE SPECIFIED BY THE DESIGN ENGINEER AND APPROVED BY THE CITY OF HUTTO.
5. THRUST BLOCKING AND RESTRAINTS SHALL BE IN ACCORDANCE WITH CITY OF HUTTO STANDARD SPECIFICATIONS.
6. MANDREL TESTING WILL BE REQUIRED ON ALL WASTEWATER PIPE AS PER CITY OF HUTTO CONSTRUCTION SPECIFICATIONS.
7. ALL GRAVITY WASTEWATER MAINS TO BE FIELD-TESTED FOR WATER TIGHTNESS AND VIDEO TAPED BY CAMERA NO SOONER THAN 30-DAYS AFTER TOTAL COMPLETION OF WASTEWATER LINES. TWO DIGITAL COPIES SHALL BE PROVIDED TO THE CITY BEFORE CLOSEOUT.
8. HYDROSTATIC PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED ON ALL PRESSURE PIPELINES CARRYING WASTEWATER.
9. ALL MANHOLES SHALL BE TESTED FOR LEAKAGE SEPARATELY AND INDEPENDENTLY OF WASTEWATER LINES BY HYDROSTATIC EXFILTRATION TESTING OR OTHER CITY APPROVED METHOD PER CITY OF HUTTO CONSTRUCTION SPECIFICATIONS.
10. EXISTING MANHOLES SHALL BE TESTED FOR LEAKAGE PRIOR TO CORING OR ADJUSTMENT.
11. EXISTING MANHOLES SHALL HAVE ALL CONCRETE SURFACES CLEANED AND COATED PER CITY OF HUTTO WASTEWATER DETAILS AFTER CORING OR ADJUSTMENT.
12. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE / NATIONAL SANITATION FOUNDATION STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
13. PIPE MATERIAL FOR PRESSURE WASTEWATER MAINS SHALL BE PVC (AWWA C900, MIN. DR 14), OR DUCTILE IRON (AWWA C151, MIN. CLASS 350). DUCTILE IRON FOR PRESSURE WASTEWATER MAINS SHALL HAVE A CORROSION RESISTANT INTERIOR LINING ACCEPTABLE TO OWNER. PIPE MATERIAL FOR GRAVITY WASTEWATER MAINS SHALL BE PVC SDR-26, ASTM D-3034.
14. ALL PVC PIPE (ALL TYPES AND SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D-3212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F-477. SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR THIS PROJECT.
15. ALL SANITARY SEWER FACILITIES AND POTABLE WATERLINES MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF CLEARANCE IN ANY DIRECTION BETWEEN THEM. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, FOLLOW THESE SPECIAL PROCEDURES.
   A. IF A COLLECTION SYSTEM PIPE PARALLELS A PUBLIC WATER SUPPLY PIPE THE FOLLOWING REQUIREMENTS APPLY:
      I. A COLLECTION SYSTEM PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC MEETING ASTM SPECIFICATIONS WITH AT LEAST 150 POUNDS PER SQUARE INCH (PSI) PRESSURE RATING FOR BOTH THE PIPE AND JOINTS.
      II. VERTICAL SEPARATION MUST BE AT LEAST TWO FEET BETWEEN THE OUTSIDE DIAMETERS OF THE PIPES.
      III. HORIZONTAL SEPARATION MUST BE AT LEAST FOUR FEET BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
      IV. COLLECTION SYSTEM PIPE MUST BE BELOW WATER SUPPLY PIPE.
   B. IF A COLLECTION SYSTEM PIPE CROSSES A PUBLIC WATER SUPPLY PIPE, THE FOLLOWING REQUIREMENTS APPLY:
      I. IF A COLLECTION SYSTEM IS CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, THE FOLLOWING REQUIREMENTS APPLY:
         A. A MINIMUM DISTANCE OF SIX (6) INCHES BETWEEN OUTSIDE DIAMETERS OF THEPIPES.
         B. A COLLECTION SYSTEM PIPE MUST BE BELOW A PUBLIC WATER SUPPLY PIPE.
         C. COLLECTION SYSTEM PIPE JOINTS MUST BE LOCATED AS FAR AS POSSIBLE FROM AN INTERSECTION WITH A PUBLIC WATER SUPPLY LINE.
      II. IF A COLLECTION SYSTEM CROSSES OVER A PUBLIC WATER SUPPLY PIPE, EACH PORTION OF A COLLECTION SYSTEM PIPE WITHIN NINE FEET OF A PUBLIC WATER SUPPLY PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS.
16. AN INDEPENDENT QUALIFIED LAB, AT THE CONTRACTOR'S EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAGES), SUPPLIES, AND LABOR NECESSARY TO PERFORM THE TESTS. A CITY OF HUTTO CONSTRUCTION INSPECTOR MUST BE PRESENT FOR ALL TESTING.
17. THE CONTRACTOR SHALL PROVIDE THE DESIGN ENGINEER AND THE CITY NOT LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING, OR PRESSURE TESTING.
18. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF HUTTO.
19. .ALL VALVE BOXES AND COVERS SHALL BE CAST IRON PER CITY OF HUTTO STANDARD DETAILS.
20. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT SHALL HAVE BOLTED AND GASKETED COVERS. CONCRETE MANHOLES TO BE COATED PER STANDARD DETAIL AND CONSTRUCTION SPECIFICATIONS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE PERMITTED.
21. ALL WASTEWATER PIPING AND FITTINGS SHALL BE VIRGIN STOCK.
22. ALL MECHANICAL RESTRAINTS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

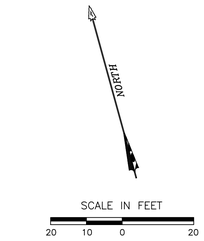
CITY OF HUTTO
EROSION, SEDIMENTATION AND TREE PROTECTION NOTES
(UPDATED AUGUST 2018)

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RESTORATION.
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN AND WATER POLLUTION ABATEMENT PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
3. ALL PLANTING SHALL BE DONE BETWEEN MAY 1ST AND SEPTEMBER 15TH EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING. IF PLANTING IS AUTHORIZED TO BE DONE OUTSIDE THE DATE SPECIFIED, THE SEED SHALL BE PLANTED WITH THE ADDITION OF WINTER FESCUE (KENTUCKY 31) AT A RATE OF 100 LBS/ACRE. GRASS SHALL BE COMMON BERMUDA GRASS, HULLED, MINIMUM 82% PURE LIVE SEED. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE "A" RECENT CROP, CLEANED AND TREATED WITH APPROPRIATE FUNGICIDE AT TIME OF MIXING. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH DEALER'S GUARANTEED ANALYSIS.
4. ALL DISTURBED AREAS TO BE RESTORED AS NOTED IN THE WATER POLLUTION ABATEMENT PLAN.
5. THE PLANTED AREA TO BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF FOUR INCHES (4"). THE IRRIGATION TO OCCUR AT 10-DAY INTERVALS DURING THE FIRST TWO MONTHS TO INSURE GERMINATION AND ESTABLISHMENT OF THE GRASS. RAINFALL OCCURRENCES OF ONE HALF AND INCH (1/2") OR GREATER TO POSTPONE THE WATER SCHEDULE ONE WEEK.
6. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST ONE AND ONE HALF INCHES (1.5") HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN TWENTY-FIVE SQUARE FEET EXIST.
7. A MINIMUM OF FOUR INCHES (4") OF TOPSOIL TO BE PLACE IN ALL AREA DISTURBED BY CONSTRUCTION.
8. THE CONTRACTOR TO HYDRO MULCH OR SOD (AS SHOWN ON PLANS) ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION.
9. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIP LINE.
10. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIP LINE AREA.
11. WHERE A FENCE IS CLOSER THAN FOUR FEET (4') TO A TREE TRUCK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT FEET (8'), OR THE LIMITS OF LOWER BRANCHING, IN ADDITION TO THE FENCING.
12. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
13. ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREA WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
14. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURE, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE 'NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES').
15. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING ONE-QUARTER INCH (1/4") TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL SITE. THE CONTRACTOR TO CONDUCT PERIODIC INSPECTIONS OF ALL EROSION/SEDIMENTATION CONTROLS AND TO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
16. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERME

TOPO SOURCE: DESIGN SURVEY

DATE OF SURVEY: SEPTEMBER 2022





LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING CONTOUR LINE — 790 —

BENCHMARK:

TBM #1: MAG NAIL WITH WASHER SET IN THE SOUTHWEST CORNER OF A CONCRETE UTILITY VAULT.

ELEVATION = 706.19'
VERTICAL DATUM: NAVD 88 (GEOID 09)

TBM #2: MAG NAIL WITH WASHER SET IN THE SOUTHEAST CORNER OF A CONCRETE SIDEWALK, +/- 30' WEST OF THE WEST EDGE OF ASPHALT OF ED SCHMIDT BOULEVARD AND +/- 386' SOUTH OF THE INTERSECTION OF ED SCHMIDT BOULEVARD AND LIMMER LOOP.

ELEVATION = 707.65'
VERTICAL DATUM: NAVD 88 (GEOID 09)

Received 3/16/2023

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM

JCE

EL POLLO RICO RESTAURANT - HUTTO
EXISTING CONDITIONS & DEMOLITION PLAN
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07 20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED PROFESSIONAL ENGINEER

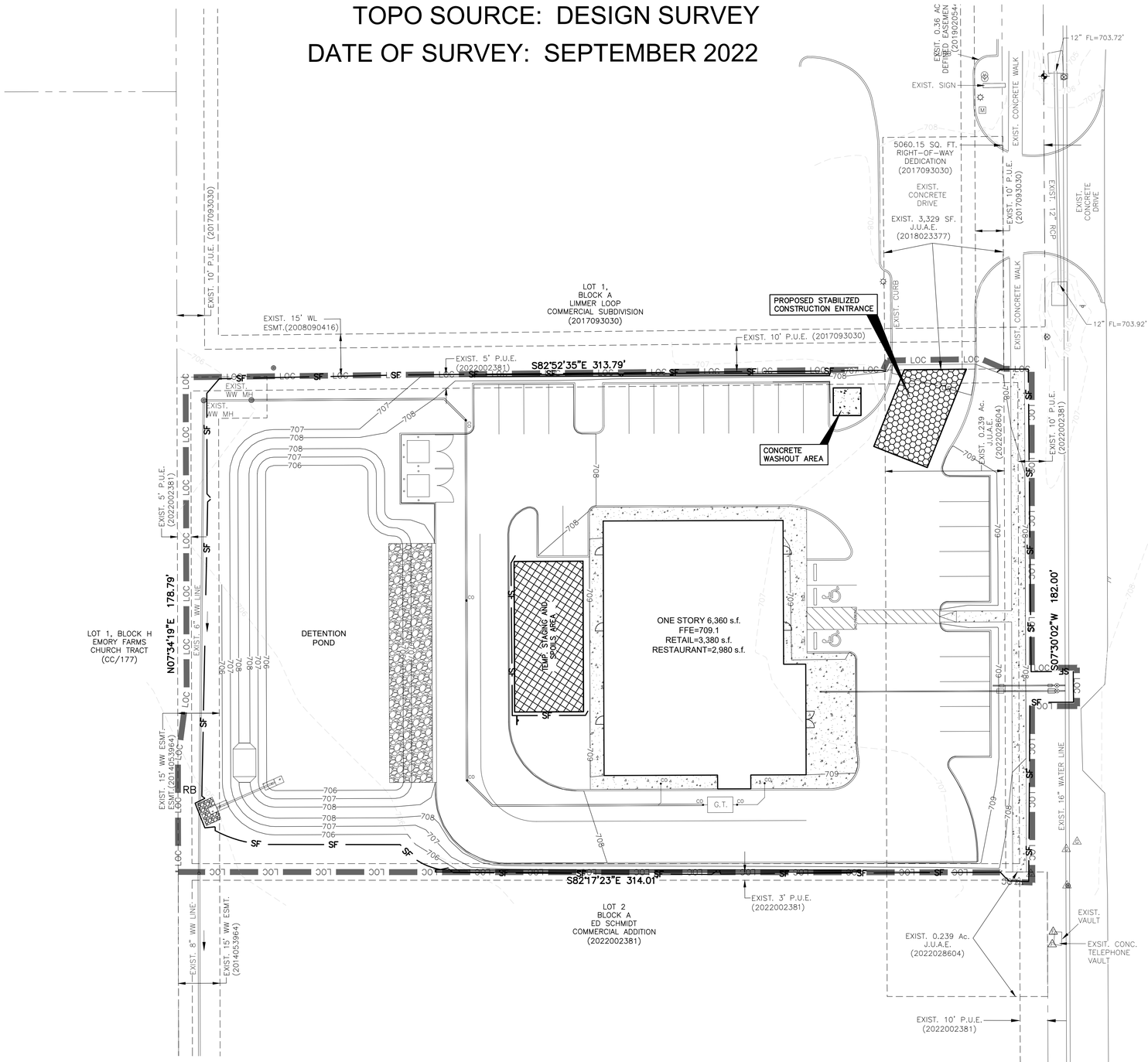
File:H:\EL POLLO RICO\DWG\PLANS\DEMO & EXIST.DWG

Job No.	Snapshot: EXIST.		
Scale (Hor.):	Scale (Vert.):		
Date: 10/10/22	Checked By: SRJ	Drawn By: MM	
Revision 1:			
Revision 2:			
Revision 3:			
Revision 4:			

SHEET
05 of 23

TOPO SOURCE: DESIGN SURVEY

DATE OF SURVEY: SEPTEMBER 2022





LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING CONTOUR LINE
- LIMITS OF CONSTRUCTION — LOC
- SILT FENCE (100' MAX. CONTINUOUS RUN) — SF, 100' MAX
- TEMPORARY STAGING AND SPOILS AREA

NOTES:

1. ALL DISTURBED AREAS SHALL BE RE-VEGETATED TO MEET THE REQUIREMENTS OF THE CITY OF CEDAR PARK'S ORDINANCES.
2. IF DISTURBED AREA IS NOT TO BE WORKED ON FOR MORE THAN 14 DAYS, DISTURBED AREA NEEDS TO BE STABILIZED BY REVEGETATION, MULCH, TARP OR REVEGETATION MATTING.
3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY INSPECTOR AT TIME OF CONSTRUCTION. INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION/SEDIMENTATION CONTROLS ON SITE TO KEEP PROJECT IN COMPLIANCE WITH THE CITY OF AUSTIN RULES AND REGULATIONS.
4. CONTRACTOR SHALL UTILIZE DUST CONTROL MEASURES DURING SITE CONSTRUCTION SUCH AS IRRIGATION TRUCKS AND MULCHING AS PER ECM 1.4.5(D), OR AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.
5. SILT FENCE TYPE AND INSTALLATION SHALL COMPLY WITH ECM 1.4.2(G).
6. CONTRACTOR SHALL CLEAN UP SPOILS THAT MIGRATE ONTO THE ROADS A MINIMUM OF ONCE DAILY.
7. WASHOUT AREA LOCATION (FOR CONCRETE MIXERS, PAINT, STUCCO, ETC.) TO BE SET DURING PRE-CON MEETING WITH ENVIRONMENTAL INSPECTOR.
8. INTERIOR SILT FENCE TO BE REMOVED AFTER INSTALLATION OF STORM SEWER IS COMPLETE.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF EXISTING POND DURING ALL CONSTRUCTION ACTIVITY PRIOR TO FINAL CERTIFICATE OF OCCUPANCY. COORDINATE WITH THE CITY OF CEDAR PARK'S STORMWATER COORDINATOR, DENNIS NIELSEN AT (512) 401-5359.

EROSION CONTROL NOTES:

1. ONCE FINAL GRADE IS ACHIEVED, PERMANENT STABILIZATION MUST BE INITIATED WITHIN 7 DAYS TO LIMIT TIME SOIL IS EXPOSED FOR POTENTIAL EROSION.
2. CONTRACTORS ARE REQUIRED TO HAVE CPESC, CEWWSI (CERTIFIED EROSION AND SEDIMENTATION STORMWATER INSPECTOR) OR CISEC (CERTIFIED INSPECTOR OF SEDIMENT AND EROSION CONTROL) TO PERFORM AND DOCUMENT ALL INSPECTIONS AND MAINTENANCE.
3. INSTALL SOIL PROTECTION BLANKET CLASS 1, TYPE D ON ALL SLOPES 3:1 OR GREATER
4. J-HOOKS SHALL BE SPACED NO GREATER THAN 100 LF APART.
5. TURNBACKS SHALL BE SPACE NO GREATER THAN 200 LF APART.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVING AND SEDIMENT TRANSPORTED FROM THE LIMITS OF CONSTRUCTION TO THE OFFSITE DETENTION / WATER QUALITY POND(S).
7. CONTRACTOR IS REQUIRED TO REMOVE EXCESS SILT FROM EXISTING WET POND AND HEADWALLS GENERATED BY CONSTRUCTION OF THIS PROJECT.

Received 3/16/2023

CITY OF HUTTO

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM

JCE

EL POLLO RICO RESTAURANT - HUTTO
EROSION SEDIMENTATION CONTROL PLAN
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07 ,20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED
PROFESSIONAL ENGINEER

File:	H:\EL POLLO RICO\DWG\PLANS\EROSION.DWG
Job No.	Snapshot: EROSION
Scale (Hor.):	Scale (Vert.): Drawn By: DSP
Date: 10/10/22	Checked By: SRJ
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	

SHEET
06 of 23

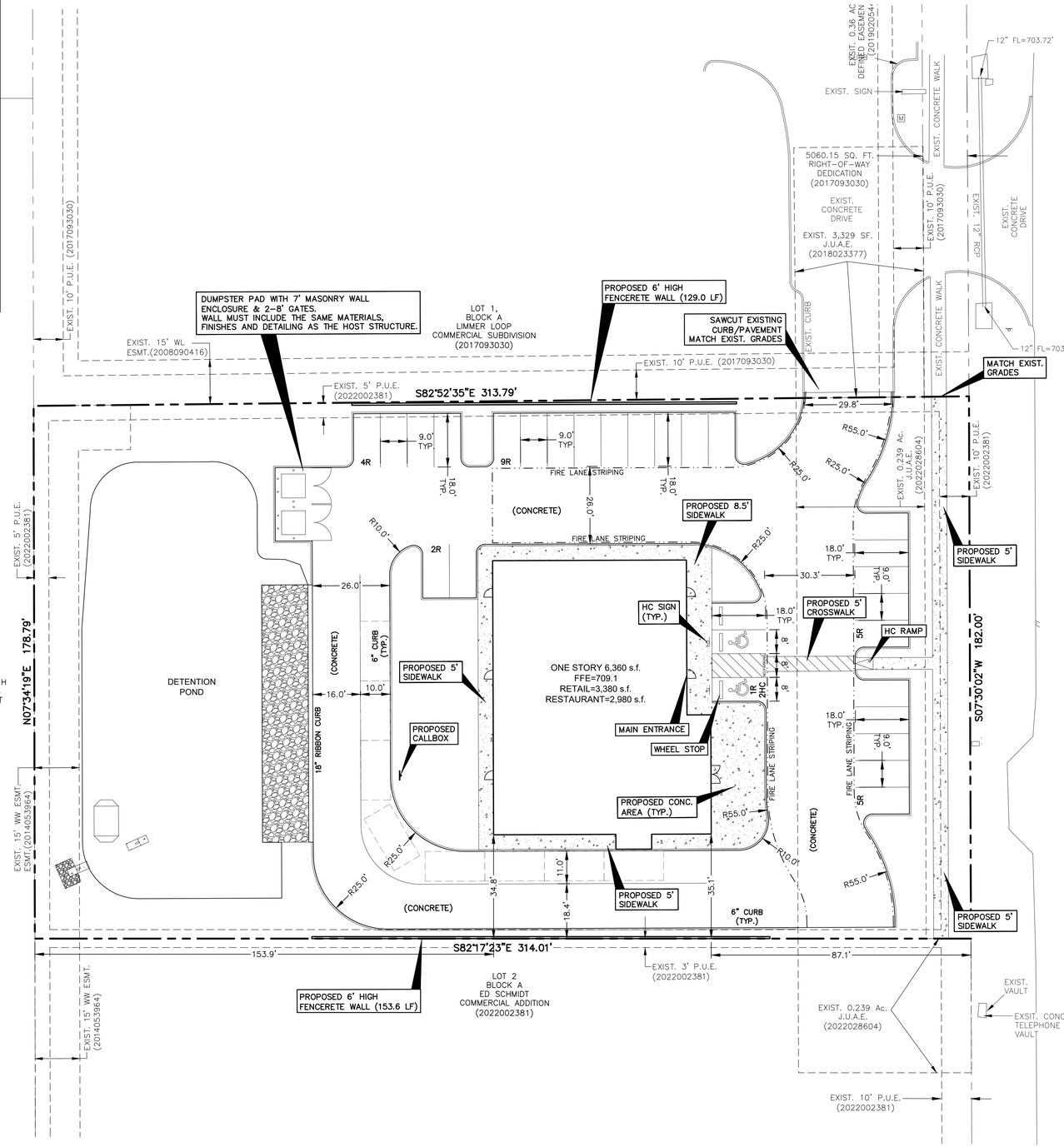
ZONING SITE CALCULATIONS: B-1 (LAND USE : RESTAURANT/RETAIL)				
TOTAL AREA:	56,624	SF	/ 1.30	Ac.
R.O.W TO BE DEDICATED	0	SF	/ 0	Ac.
IMPERVIOUS COVER				
EXISTING	0	SF	/ 0	Ac.
PROPOSED:				
BUILDINGS:	6,360	SF	/ 0.15	Ac. 11.2%
SIDEWALK:	3,501	SF	/ 0.08	Ac. 6.2%
PAVING:	22,289	SF	/ 0.51	Ac. 39.4%
TOTAL:	**32,150**	**SF**	**/ 0.74**	**Ac. 56.8%** OF SITE AREA
LIMITS OF CONSTRUCTION	55,719	SF	/ 1.28	Ac.
BUILDING COVERAGE:	6,360	SF	/ 0.15	Ac. 11.2% (75% MAX.)
TOTAL GROSS FLOOR AREA	6,360	SF	/ 0.15	Ac.

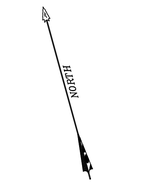
PARKING TABLE

PARKING REQUIRED FOR RESTAURANT (1 SPACE FOR 150 SQ. FT.)
PARKING REQUIRED FOR RETAIL (1 SPACE FOR 400 SQ. FT.)

REQUIRED PARKING:		
RETAIL: 3,380 SQ. FT. / 400	=	8 SPACES
RETAURANT: 2,980 SQ. FT. / 150	=	20 SPACES
TOTAL REQUIRED PARKING:	=	28 SPACES
HANDICAP PARKING:	=	2 SPACES

PROPOSED PARKING	
REGULAR PARKING:	26 SPACES
COMPACT PARKING:	0 SPACES
HANDICAP PARKING:	2 SPACES
TOTAL PROPOSED PARKING	28 SPACES





LEGEND

PROPERTY LINE	———
R.O.W. LINE	—— — ——
EASEMENT LINE	– – – – –
FIRE LANE STRIPING	—— · · —— · · ——

NOTES:

1. NO CONSTRUCTION INVOLVING COMBUSTIBLE MATERIALS SHALL TAKE PLACE UNTIL FIRE APPARATUS ACCESS ROADS AND FIRE HYDRANTS ARE INSTALLED AND OPERATIONAL.
2. NO OVERHEAD OBSTRUCTIONS SHALL BE LOWER THAN 13 FEET 6 INCHES. (2018 IFC SEC. 503.2.1)
3. ALL APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING AT LEAST 75,000 POUNDS. (2018 IFC APPENDIX D SEC. D102.1)

SITE PLAN NOTES:

1. 6" RAISED CONCRETE CURBS SHALL BE PROVIDED AT THE END OF PARKING BAYS, LANDSCAPED ISLANDS AND AROUND THE PERIMETER OF ALL PARKING & DRIVE AREAS UNLESS OTHERWISE NOTED.
2. ALL CURB RETURNS SHALL BE 3' RADIUS UNLESS OTHERWISE NOTED.
3. THE MAXIMUM HEIGHT FOR PROPOSED BUILDING SHALL NOT EXCEED 40 FEET.
4. THE USE OF COAL TAR BASED ASPHALT SEALANTS FOR CONSTRUCTION OR REPAIR OF ASPHALTIC CONCRETE PAVING IS PROHIBITED ON THIS PROPERTY.
5. RUNNING SLOPE OF ACCESSIBLE ROUTE SHALL NOT EXCEED 1':20' (5.0%). CROSS SLOPE OF ACCESSIBLE ROUTE SHALL NOT EXCEED 1':50' (2.0%). CONTRACTOR TO VERIFY ALL SLOPES PRIOR TO CONSTRUCTION OF ACCESSIBLE ROUTES.
6. ALL NEW PAVING SHALL BE PER THE PAVING PLAN.
7. THE NOISE LEVEL OF MECHANICAL EQUIPMENT WILL NOT EXCEED 70 DBA AT THE PROPERTY LINE ADJACENT TO RESIDENTIAL USES.
8. A MINIMUM VERTICAL CLEARANCE OF 114" MUST BE PROVIDED AT ACCESSIBLE PASSENGER LOADING ZONES AND ALONG VEHICLE ACCESS ROUTES TO SUCH AREAS FROM SITE ENTRANCES. A MINIMUM VERTICAL CLEARANCE OF 98" MUST BE PROVIDED FOR VAN-ACCESSIBLE PARKING SPACES AND ALONG THE VEHICULAR ROUTE THERETO.
9. RETAINING WALLS OVER FOUR FEET IN HEIGHT, MEASURED FROM THE BOTTOM OF THE FOOTING TO THE TOP OF THE WALL, SHALL BE ENGINEERED PER IBC 2018 AND WILL REQUIRE A SEPARATE PERMIT. ALL RETAINING WALLS IN AN EASEMENT OR R.O.W. REGARDLESS OF HEIGHT, SHALL BE REVIEWED ACCORDING TO COA TRANSPORTATION CRITERIA MANUAL, CHAPTER 11.
10. DUMPSTER PAD TO BE DESIGNED BY OWNERS STRUCTURAL ENGINEER; TRASH COLLECTION WILL BE PROVIDED BY A PRIVATE COMPANY.
11. SCREENING FOR SOLID WASTE COLLECTION AND LOADING AREAS SHALL BE THE SAME AS OR OF EQUAL QUALITY TO PRINCIPAL BUILDING MATERIALS.
12. ALL EXISTING STRUCTURES WITHIN 50' OF THE SITE ARE SHOWN.
13. ALL SIGNS MUST COMPLY WITH THE LATEST REQUIREMENTS OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
14. ALL ON-SITE UTILITIES SHALL BE LOCATED UNDERGROUND UNLESS REQUIRED BY THE UTILITY TO BE OTHERWISE LOCATED.
15. APPROVAL OF THESE PLANS BY THE CITY OF HUTTO INDICATES COMPLIANCE WITH APPLICABLE CITY REGULATIONS ONLY. APPROVAL BY OTHER GOVERNMENTAL ENTITIES MAY BE REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE APPLICANT IS RESPONSIBLE FOR DETERMINING WHAT ADDITIONAL APPROVALS MAY BE NECESSARY.

BENCHMARK:

TBM #1: MAG NAIL WITH WASHER SET IN THE SOUTHWEST CORNER OF A CONCRETE UTILITY VAULT.

ELEVATION = 706.19'
VERTICAL DATUM: NAVD 88 (GEOID 09)

TBM #2: MAG NAIL WITH WASHER SET IN THE SOUTHEAST CORNER OF A CONCRETE SIDEWALK, +/- 30' WEST OF THE WEST EDGE OF ASPHALT OF ED SCHMIDT BOULEVARD AND +/- 386' SOUTH OF THE INTERSECTION OF ED SCHMIDT BOULEVARD AND LIMMER LOOP.

ELEVATION = 707.65'
VERTICAL DATUM: NAVD 88 (GEOID 09)

Received 3/16/2023

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM

JCE

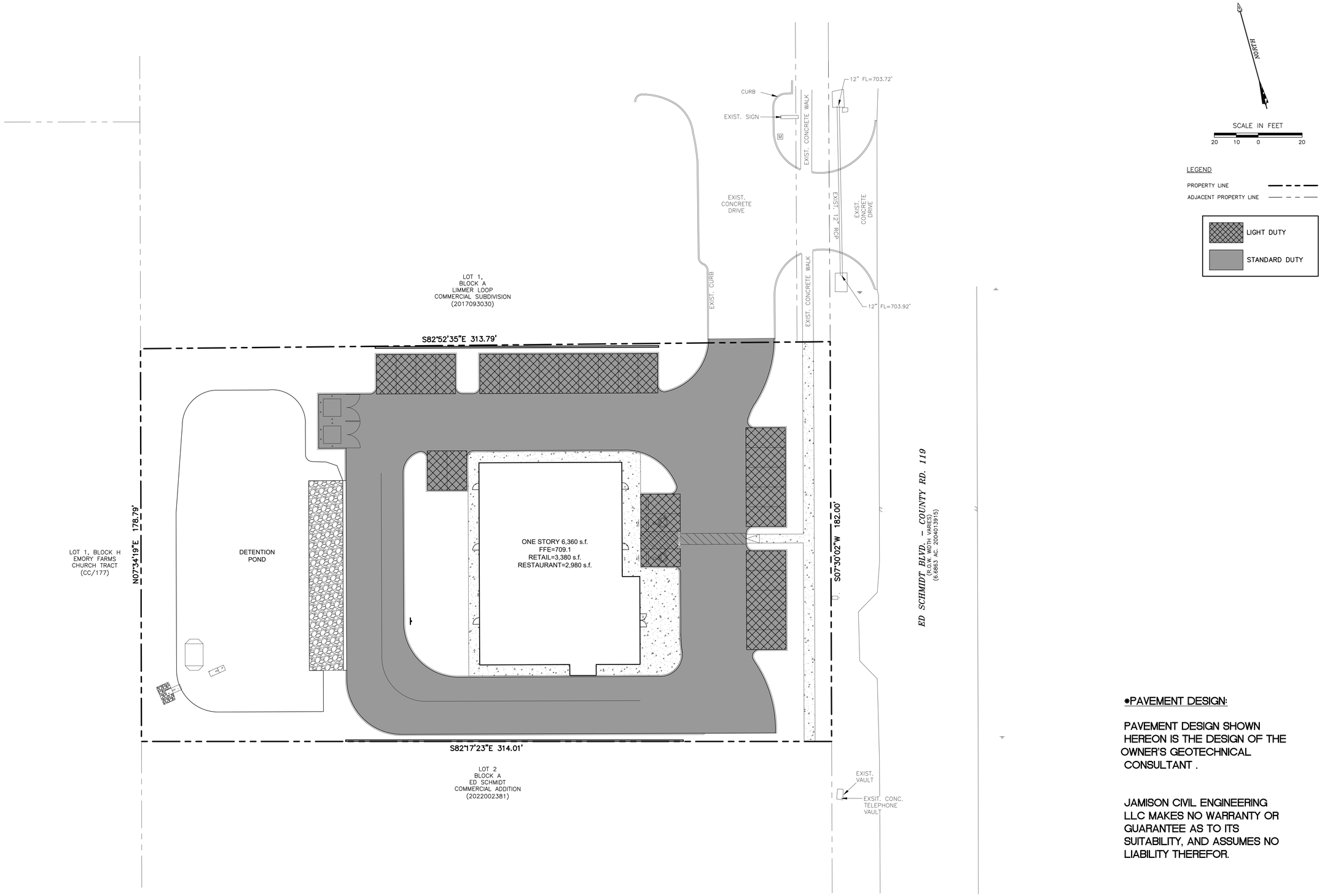
EL POLLO RICO RESTAURANT - HUTTO
SITE PLAN
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07 20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED PROFESSIONAL ENGINEER

File:H:\EL POLLO RICO\DWG\PLANS\SITE.DWG
Job No.
Scale (Hor.): Snapshot: SITE
Scale (Vert.):
Date: 10/10/22 Checked By: SRJ Drawn By: DSP
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET
07 of 23



***PAVEMENT DESIGN:**

PAVEMENT DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S GEOTECHNICAL CONSULTANT .

JAMISON CIVIL ENGINEERING LLC MAKES NO WARRANTY OR GUARANTEE AS TO ITS SUITABILITY, AND ASSUMES NO LIABILITY THEREFOR.

Received 3/16/2023

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM

JCE

EL POLLO RICO RESTAURANT - HUTTO

PAVING PLAN

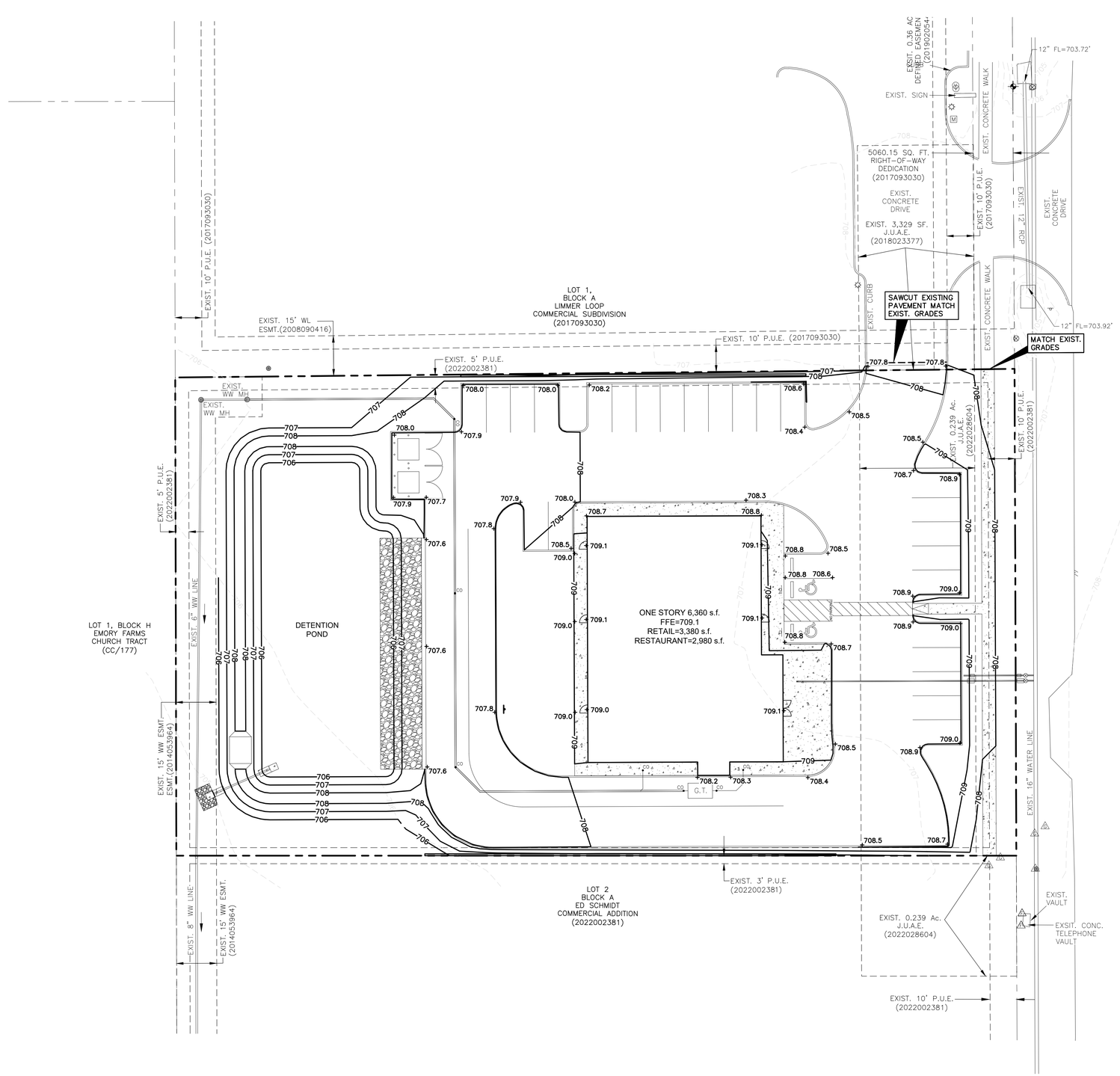
ED SCHIMIDT BLVD.
HUTTO, TEXAS 78634

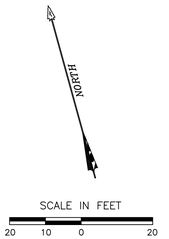
The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07 20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED
PROFESSIONAL ENGINEER

File:	H:\EL POLLO RICO\DWG\PLANS\PAVING.DWG
Job No.	
Snapshot:	PAVING
Scale (Hor.):	
Scale (Vert.):	
Date: 10/10/22	Checked By: SRJ
Drawn By:	DSP
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	

SHEET
08 of 23





LEGEND

PROPERTY LINE	
ADJACENT PROPERTY	
EASEMENT LINE	
EXISTING CONTOUR LINE	790
PROPOSED CONTOUR LINE	790
PROPOSED SPOT ELEVATION	+782.5
SAWCUT LINE	

NOTE:

1. RUNNING SLOPE OF ACCESSIBLE ROUTES SHALL NOT EXCEED 1':20' (5.0%). CROSS SLOPE OF ACCESSIBLE ROUTES SHALL NOT EXCEED 1':50' (2.0%). CONTRACTOR TO VERIFY ALL SLOPES PRIOR TO CONSTRUCTION OF ACCESSIBLE ROUTES.

Received 3/16/2023

CITY OF HUTTO

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM

JCE

EL POLLO RICO RESTAURANT - HUTTO
GRADING PLAN
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07, 20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED
PROFESSIONAL ENGINEER

File:H:\EL POLLO RICO\DWG\PLANS\GRADING.DWG
Job No.
Snapshot: TEMPLATE
Scale (Hor.):
Scale (Vert.):
Date: 10/10/22
Checked By: SRJ
Drawn By: JCE
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET
09 of 23

EXISTING FLOW SUMMARY

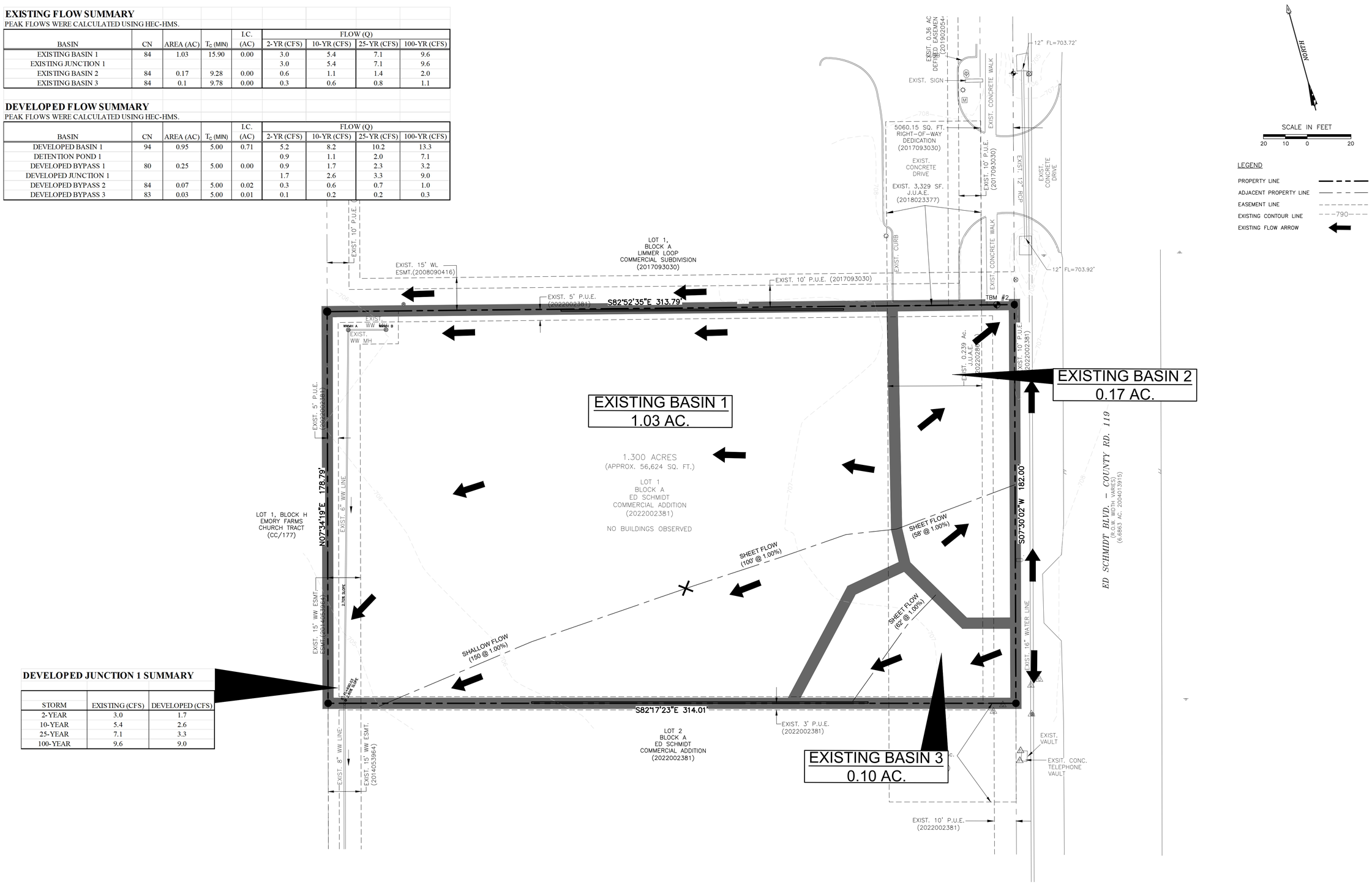
PEAK FLOWS WERE CALCULATED USING HEC-HMS.

BASIN	CN	AREA (AC)	T_C (MIN)	I.C. (AC)	FLOW (Q) 2-YR (CFS)	10-YR (CFS)	25-YR (CFS)	100-YR (CFS)
EXISTING BASIN 1	84	1.03	15.90	0.00	3.0	5.4	7.1	9.6
EXISTING JUNCTION 1					3.0	5.4	7.1	9.6
EXISTING BASIN 2	84	0.17	9.28	0.00	0.6	1.1	1.4	2.0
EXISTING BASIN 3	84	0.1	9.78	0.00	0.3	0.6	0.8	1.1

DEVELOPED FLOW SUMMARY

PEAK FLOWS WERE CALCULATED USING HEC-HMS.

BASIN	CN	AREA (AC)	T_C (MIN)	I.C. (AC)	FLOW (Q) 2-YR (CFS)	10-YR (CFS)	25-YR (CFS)	100-YR (CFS)
DEVELOPED BASIN 1	94	0.95	5.00	0.71	5.2	8.2	10.2	13.3
DETENTION POND 1					0.9	1.1	2.0	7.1
DEVELOPED BYPASS 1	80	0.25	5.00	0.00	0.9	1.7	2.3	3.2
DEVELOPED JUNCTION 1					1.7	2.6	3.3	9.0
DEVELOPED BYPASS 2	84	0.07	5.00	0.02	0.3	0.6	0.7	1.0
DEVELOPED BYPASS 3	83	0.03	5.00	0.01	0.1	0.2	0.2	0.3



DEVELOPED JUNCTION 1 SUMMARY

STORM	EXISTING (CFS)	DEVELOPED (CFS)
2-YEAR	3.0	1.7
10-YEAR	5.4	2.6
25-YEAR	7.1	3.3
100-YEAR	9.6	9.0

Received 3/16/2023

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM
JCE

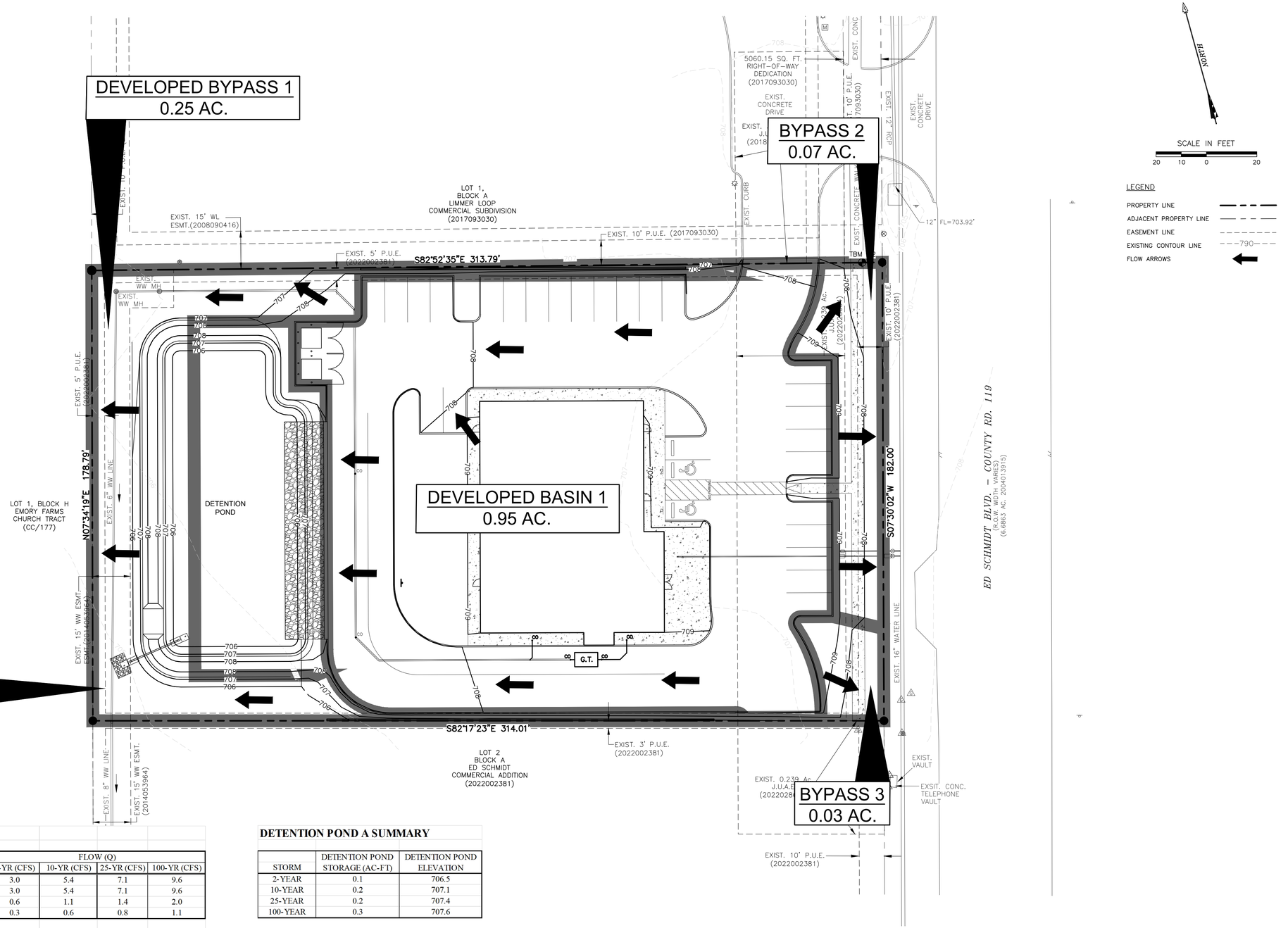
EL POLLO RICO RESTAURANT - HUTTO
EXISTING DRAINAGE CONDITIONS
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 12/12 20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED PROFESSIONAL ENGINEER

File: H:\EL POLLO RICO\DWG\PLANS\DRAINAGE.DWG
Job No.
Snapshot: EXISTING
Scale (Hor.):
Scale (Vert.):
Date: 10/10/22
Checked By: SRJ
Drawn By: NM
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET
10 of 23



DEVELOPED JUNCTION 1 SUMMARY

STORM	EXISTING (CFS)	DEVELOPED (CFS)
2-YEAR	3.0	1.7
10-YEAR	5.4	2.6
25-YEAR	7.1	3.3
100-YEAR	9.6	9.0

EXISTING FLOW SUMMARY

PEAK FLOWS WERE CALCULATED USING HEC-HMS.

BASIN	CN	AREA (AC)	T_C (MIN)	I.C. (AC)	FLOW (Q) 2-YR (CFS)	10-YR (CFS)	25-YR (CFS)	100-YR (CFS)
EXISTING BASIN 1	84	1.03	15.90	0.00	3.0	5.4	7.1	9.6
EXISTING JUNCTION 1					3.0	5.4	7.1	9.6
EXISTING BASIN 2	84	0.17	9.28	0.00	0.6	1.1	1.4	2.0
EXISTING BASIN 3	84	0.1	9.78	0.00	0.3	0.6	0.8	1.1

DEVELOPED FLOW SUMMARY

PEAK FLOWS WERE CALCULATED USING HEC-HMS.

BASIN	CN	AREA (AC)	T_C (MIN)	I.C. (AC)	FLOW (Q) 2-YR (CFS)	10-YR (CFS)	25-YR (CFS)	100-YR (CFS)
DEVELOPED BASIN 1	94	0.95	5.00	0.71	5.2	8.2	10.2	13.3
DETENTION POND 1					0.9	1.1	2.0	7.1
DEVELOPED BYPASS 1	80	0.25	5.00	0.00	0.9	1.7	2.3	3.2
DEVELOPED JUNCTION 1					1.7	2.6	3.3	9.0
DEVELOPED BYPASS 2	84	0.07	5.00	0.02	0.3	0.6	0.7	1.0
DEVELOPED BYPASS 3	83	0.03	5.00	0.01	0.1	0.2	0.2	0.3

DETENTION POND A SUMMARY

STORM	DETENTION POND STORAGE (AC-FT)	DETENTION POND ELEVATION
2-YEAR	0.1	706.5
10-YEAR	0.2	707.1
25-YEAR	0.2	707.4
100-YEAR	0.3	707.6

NORTH

SCALE IN FEET
20 10 0 20

LEGEND
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING CONTOUR LINE (790)
- FLOW ARROWS

Received 3/16/2023

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

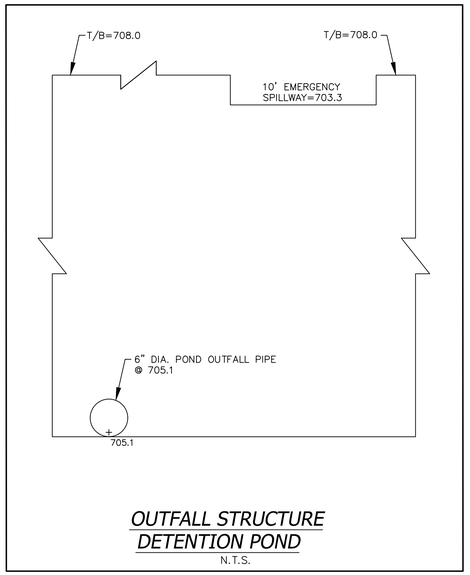
JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM
JCE

EL POLLO RICO RESTAURANT - HUTTO
PROPOSED DRAINAGE CONDITIONS
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

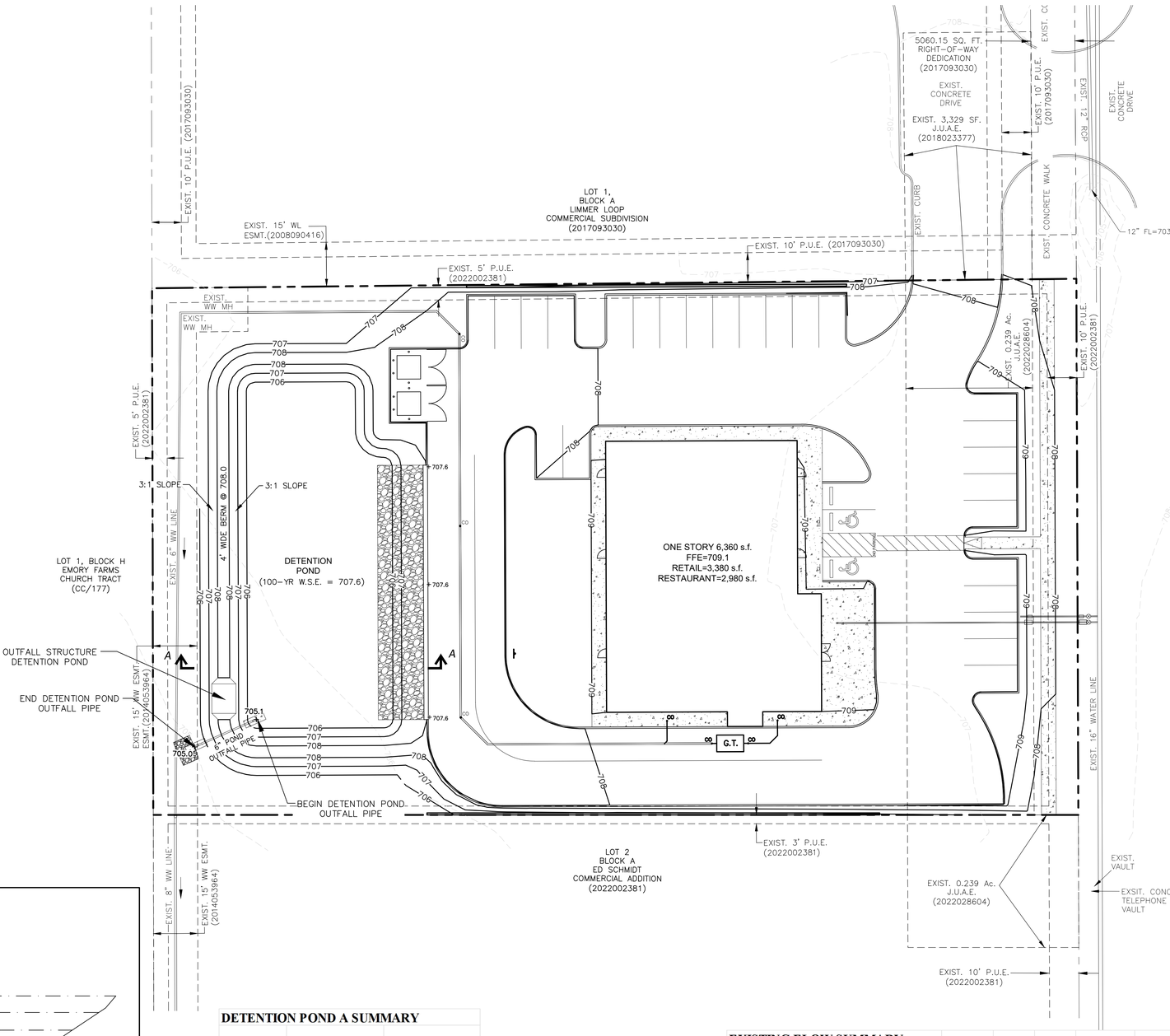
The seal appearing on this document was authorized by Stephen Ray Jamison on 12/12 20 22

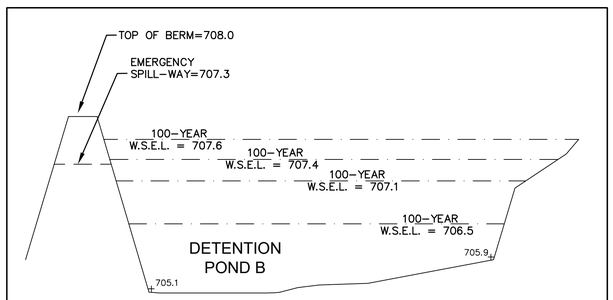
STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED
PROFESSIONAL ENGINEER

File:H:\EL POLLO RICO\DWG\PLANS\DRAINAGE.DWG
Job No.
Scale (Hor.):
Date: 10/10/22
Snapshot: DEVELOPED
Scale (Vert.):
Checked By: SRJ
Drawn By: NM
Revision 1:
Revision 2:
Revision 3:
Revision 4:



OUTFALL STRUCTURE DETENTION POND
N.T.S.





POND
SECTION A-A
N.T.S.

DETENTION POND A SUMMARY

STORM	DETENTION POND STORAGE (AC-FT)	DETENTION POND ELEVATION
2-YEAR	0.1	706.5
10-YEAR	0.2	707.1
25-YEAR	0.2	707.4
100-YEAR	0.3	707.6

DETENTION POND 1 VOLUMES

Elevation * Ft. msl	Depth Ft.	Area S. F.	Area Ac.	Avg. Area S. F.	Inc. Vol. C. F.	Total Vol. C. F.
705.00	-	-	-		-	-
706.00	1.00	5,485	0.126	2,743	1,828	1,828
707.00	1.00	6,523	0.150	6,004	5,997	7,825
708.00	1.00	7,632	0.175	7,078	7,070	14,895

EXISTING FLOW SUMMARY
PEAK FLOWS WERE CALCULATED USING HEC-HMS.

BASIN	CN	AREA (AC)	T_C (MIN)	I.C. (AC)	FLOW (Q) 2-YR (CFS)	10-YR (CFS)	25-YR (CFS)	100-YR (CFS)
EXISTING BASIN 1	84	1.03	15.90	0.00	3.0	5.4	7.1	9.6
EXISTING JUNCTION 1					3.0	5.4	7.1	9.6
EXISTING BASIN 2	84	0.17	9.28	0.00	0.6	1.1	1.4	2.0
EXISTING BASIN 3	84	0.1	9.78	0.00	0.3	0.6	0.8	1.1

DEVELOPED FLOW SUMMARY
PEAK FLOWS WERE CALCULATED USING HEC-HMS.

BASIN	CN	AREA (AC)	T_C (MIN)	I.C. (AC)	FLOW (Q) 2-YR (CFS)	10-YR (CFS)	25-YR (CFS)	100-YR (CFS)
DEVELOPED BASIN 1	94	0.95	5.00	0.71	5.2	8.2	10.2	13.3
DETENTION POND 1					0.9	1.1	2.0	7.1
DEVELOPED BYPASS 1	80	0.25	5.00	0.00	0.9	1.7	2.3	3.2
DEVELOPED JUNCTION 1					1.7	2.6	3.3	9.0
DEVELOPED BYPASS 2	84	0.07	5.00	0.02	0.3	0.6	0.7	1.0
DEVELOPED BYPASS 3	83	0.03	5.00	0.01	0.1	0.2	0.2	0.3

Received 3/16/2023
CITY OF HUTTO

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM
JCE

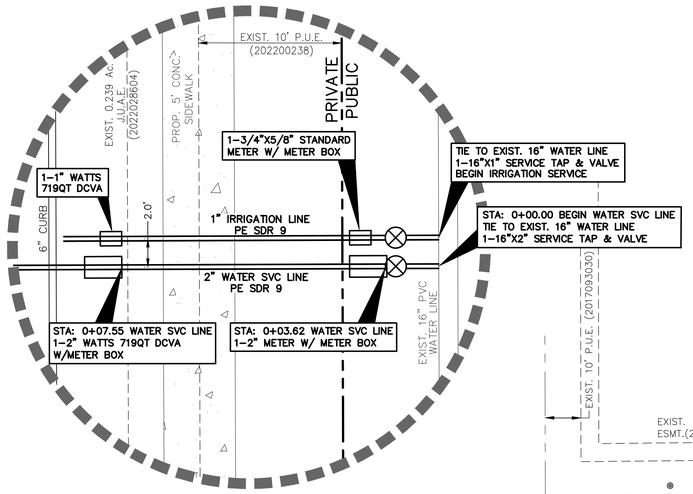
EL POLLO RICO RESTAURANT - HUTTO
DETENTION POND & CALCULATIONS
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 12/12/20 22

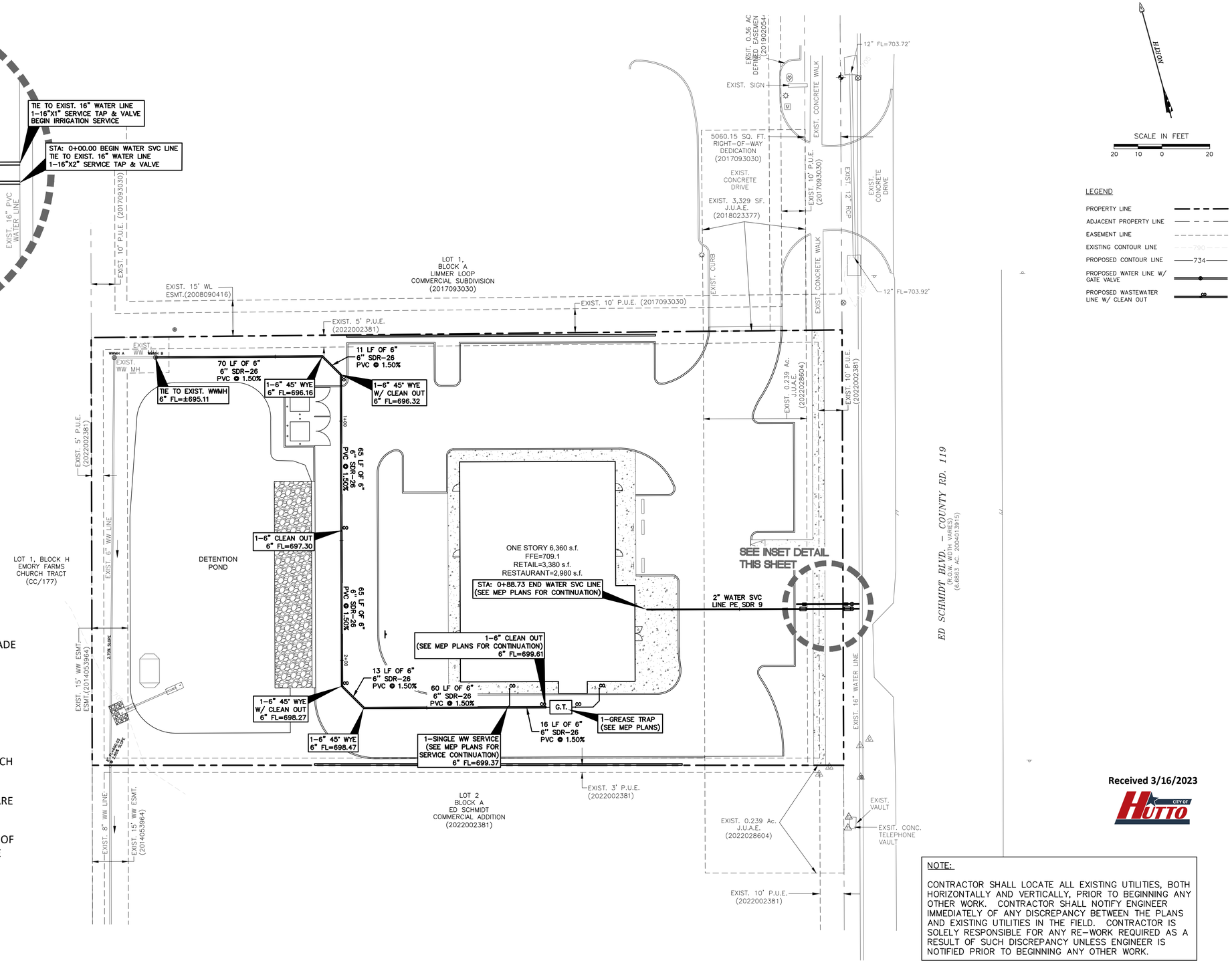
STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED PROFESSIONAL ENGINEER

File:H:\EL POLLO RICO\DWG\PLANS\POND.DWG
Job No.
Scale (Hor.):
Scale (Vert.):
Date: 10/10/22
Checked By: SRJ
Drawn By: NM
Snapshot: POND
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET
12 of 23



INSET DETAIL
SCALE: 1"=5'



NORTH

SCALE IN FEET
20 10 0 20

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING CONTOUR LINE — 790 —
- PROPOSED CONTOUR LINE — 734 —
- PROPOSED WATER LINE W/ GATE VALVE
- PROPOSED WASTEWATER LINE W/ CLEAN OUT

MANVILLE NOTES:

- MANVILLE CONTACTS:

  ERIK PRINZ - DIRECTOR OF OPERATIONS
  512-844-0762 (REQUIRED BEFORE CHANGES ARE MADE ONSITE)

  RAUL OCHOA - CONSTRUCTION SERVICE TECH
  512-517-8661

- CONTRACTOR SHALL VERIFY CLASS OF PIPE BEFORE ORDERING PARTS FOR 12" TAP
- TAPPING SADDLE USED FOR THE FIRE HYDRANT BRANCH MUST BE FULL STAINLESS STEEL BODY
- PROVIDE ALL ITEM ON CHECKLIST (ATTACHED) THAT ARE APPLICABLE BEFORE REQUESTING METER SERVICE
- NEED PROJECT ACCEPTANCE LETTER FROM DIRECTOR OF OPERATIONS (REQUIRED BEFORE SETTING UP SERVICE WITH MANVILLE)
- BULK CONSTRUCTION METER REQUEST
  CUSTOMERSERVICE@MANVILLEWSC.ORG
  (DIRECTOR MUST APPROVE LOCATION)

Received 3/16/2023
CITY OF HUTTO

NOTE:

CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO BEGINNING ANY OTHER WORK. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCY BETWEEN THE PLANS AND EXISTING UTILITIES IN THE FIELD. CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY RE-WORK REQUIRED AS A RESULT OF SUCH DISCREPANCY UNLESS ENGINEER IS NOTIFIED PRIOR TO BEGINNING ANY OTHER WORK.

CONTRACTOR IS RESPONSIBLE FOR ANY/ALL DAMAGE TO EXISTING UTILITIES, APPURTENANCES, SIGNAGE, FLATWORK, ETC. CAUSED BY THE CONSTRUCTION OF THIS PROJECT.

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM
JCE

EL POLLO RICO RESTAURANT - HUTTO
UTILITY PLAN
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07 20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED PROFESSIONAL ENGINEER

File:H:\EL POLLO RICO\DWG\PLANS\UTILITY.DWG
Job No.
Snapshot: UTILITY
Scale (Hor.):
Scale (Vert.):
Date: 10/10/22
Checked By: SRJ
Drawn By: JCE
Revision 1:
Revision 2:
Revision 3:
Revision 4:

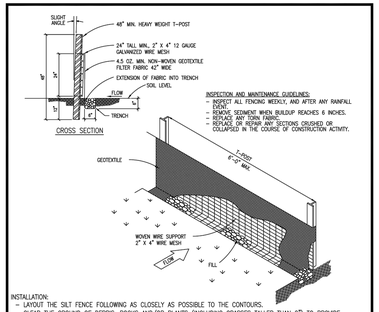
SHEET
13 of 23

GUIDELINES FOR DESIGN AND INSTALLATION OF TEMPORARY EROSION AND SEDIMENTATION CONTROLS

TYPE OF STRUCTURE	TYPE OF STRUCTURE	TYPE OF STRUCTURE	TYPE OF STRUCTURE
SILT FENCE	N/A 200 FEET 100 FEET 50 FEET	2 ACRES 2 ACRES 1 ACRE 1/2 ACRE	0 – 10% 10% – 20% 20% – 30% > 30%
TRIANGLE FILTER DIKE	100 FEET 50 FEET	1/2 ACRE 1/4 ACRE	< 30% > 30%
ROCK BERM *, **	500 FEET	< 5 ACRES	0 – 10%

* FOR ROCK BERM DESIGN, WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATION AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW.
** HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF HUTTO.

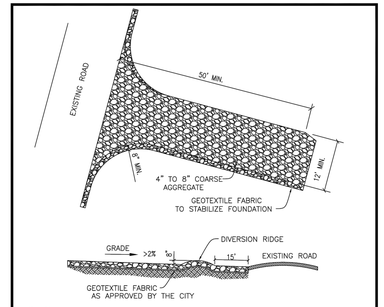
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	ESC01
TEMPORARY EROSION AND SEDIMENTATION CONTROL	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME:	ESC01.DWG



INSPECTION AND MAINTENANCE GUIDELINES:
- INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL EVENT.
- REMOVE SEDIMENT WHEN BUILDUP REACHES 6 INCHES.
- REPLACE ANY TORN FABRIC.
- REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY.

INSTALLATION:
- LAYOUT THE SILT FENCE FOLLOWING AS CLOSELY AS POSSIBLE TO THE CONTOURS.
- CLEAR THE GROUND OF DEBRIS, ROCKS AND/OR PLANTS (INCLUDING GRASSES TALLER THAN 2") TO PROVIDE A SMOOTH FLOW APPROACH SURFACE.
- EXCAVATE 6" DEEP BY 6" WIDE TRENCH ON UPSTREAM SIDE OF FACE PER PLANS.
- DRIVE THE HEAVY DUTY T-POST AT LEAST 12 INCHES (12") INTO THE GROUND AND AT A SLIGHT ANGLE TOWARDS THE FLOW.
- ATTACH THE 2" X 4" – 12 GAUGE WELDED WIRE MESH TO THE T-POST WITH 11-1/2 GAUGE GALVANIZED T-POST CLIPS. THE TOP OF THE WIRE TO BE 24" ABOVE GROUND LEVEL. THE WELDED WIRE MESH TO BE OVERLAPPED 6" AND TIED AT LEAST SIX TIMES WITH HOG RINGS.
- THE SILT FENCE TO BE INSTALLED WITH A SKIRT MINIMUM OF 6" WIDE, PLACED ON THE UPHILL SIDE OF THE FENCE INSIDE THE EXCAVATED TRENCH. THE FABRIC TO OVERLAP THE TOP OF THE WIRE BY ON INCH (1").
- ANCHOR THE SILT FENCE BY BACKFILLING WITH EXCAVATED DIRT AND ROCKS (NOT LARGER THAN 2").
- GEOTEXTILE SPLICES, MINIMUM 18" WIDE, SHOULD BE ATTACHED IN A LEAST SIX PLACES. SPLICES IN CONCENTRATED FLOW AREAS WILL NOT BE ACCEPTED.
- SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

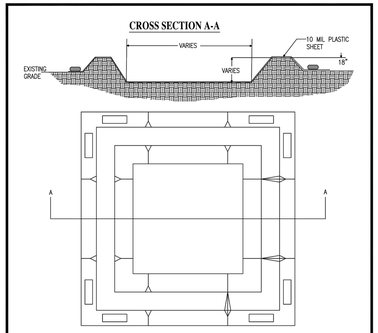
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	ESC02
SILT FENCE	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME:	ESC02.DWG



INSTALLATION:
- CLEAR THE AREA OF DEBRIS, ROCKS OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
- GRADE THE AREA FOR THE ENTRANCE TO FLOW BACK ON TO THE CONSTRUCTION SITE. RUNOFF FROM THE STABILIZED CONSTRUCTION.
- PLACE GEOTEXTILE FABRIC AS APPROVED BY THE CITY.
- PLACE ROCK AS APPROVED BY THE CITY.

INSPECTIONS AND MAINTENANCE GUIDELINES:
- THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
- ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.
- WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS.
- WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
- ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING APPROVED METHODS.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	ESC03
STABILIZED CONSTRUCTION ENTRANCE	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME:	ESC03.DWG



NOTES:
1. SET LENGTH AND WIDTH AS NECESSARY TO PROVIDE ADEQUATE SPACE FOR WASHOUT ACTIVITIES.
2. IF RESTRICTED BY DEPTH DUE TO BELOW GRADE APPURTENANCES, PLACE EARTHEN BERMS AT GRADE.
3. USE EXCAVATED MATERIAL TO CREATE EARTHEN BERMS SURROUNDING THE AREA TO BE DESIGNATED AS A CONCRETE WASHOUT.
4. PLACE 10MIL OR GREATER PLASTIC SHEETING.
5. SECURE SHEETING ON OUTSIDE OF BERM AREA USING SAND BAGS OR ROCK EQUIVALENT.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO.	ESC04
CONCRETE WASHOUT	UPDATED:	02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY:	BB
	SCALE:	N.T.S.
	FILE NAME:	ESC04.DWG

Received 3/16/2023

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM
JCE

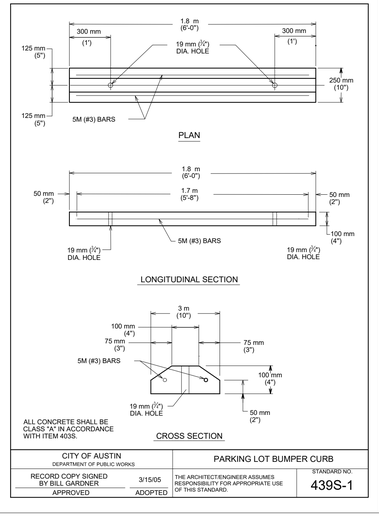
EL POLLO RICO RESTAURANT - HUTTO
GENERAL DETAILS
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07 20 22

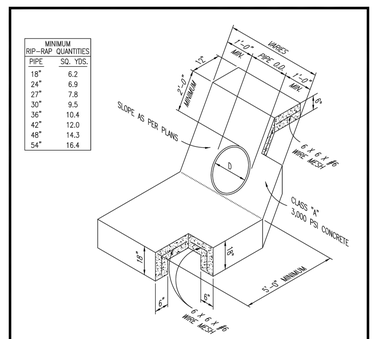
STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED
PROFESSIONAL ENGINEER

File:H:\EL POLLO RICO\DWG\PLANS\DETAILS.DWG
Job No.
Snapshot:
Scale (Hor.):
Scale (Vert.):
Date: 10/10/22
Checked By: SRJ
Drawn By: DSP
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET
14 of 23



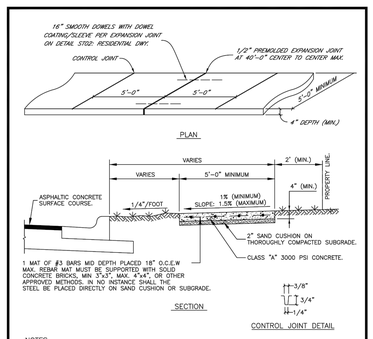
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		PARKING LOT BUMPER CURB
RECORD COPY SIGNED BY BILL GARDNER	3/15/05	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
APPROVED	ADOPTED	STANDARD NO. 439S-1



NOTES:

1. WHEN HEADWALLS AND WINGWALLS ARE REQUIRED, THEY SHALL CONFORM TO THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARDS, OR AS DIRECTED BY THE CITY.
2. ENERGY DISSIPATERS SHALL BE REQUIRED IF PIPE VELOCITY IS GREATER THAN 5.0 F.P.S. OR AS DIRECTED BY THE CITY OF HUTTO.
3. SUPPORT REINFORCING WIRE MESH REQUIRED AS SUPPORT FOR APPROACH SLAB AND SHALL BE SUPPORTED BY REBAR CHAIRS OR OTHER APPROVED METHODS.

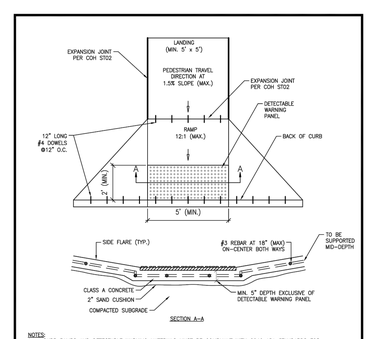
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. SD06
TYPICAL CONCRETE RIPRAP AT PIPE	UPDATED 02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: SD06.DWG



NOTES:

1. FOR ROLLER STAMPED SIDEWALK: MATCH TO SPECIFICATIONS.
2. STANDARD LOCATION OF SIDEWALK IS OFF BACK OF CURB. SPECIAL DESIGNS MAY BE APPROVED BY THE CITY ENGINEER, PRIOR TO FINAL DESIGN.
3. SIDEWALK SHALL CONFORM TO CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS.
4. IF REQUIRED ALL SIDEWALKS SHALL BE SUBMITTED AND APPROVED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION BY THE ENGINEER OF RECORD.
5. ANY VARIANCE IN TEXTURE, GRADE OR ALIGNMENT MUST BE APPROVED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.

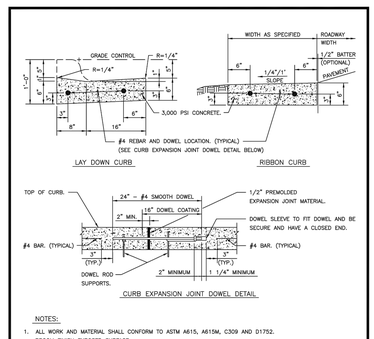
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. ST04
SIDEWALK	UPDATED 02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: ST04.DWG



NOTES:

1. CURB RAMPS AND DETECTABLE WARNING MATERIALS MUST BE COMPLIANT WITH 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN AND THE 2012 TEAS ACCESSIBILITY STANDARDS (TAS).
2. DETECTABLE WARNING PANELS TO BE CAST-IN-PLACE CAST IRON DETECTABLE WARNING PLATES MANUFACTURED BY CAST IRONS IRON WORKS OR NEENAH FOUNDRY.
3. DETECTABLE WARNING PANELS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
4. DETECTABLE WARNING PANEL SHALL BE LOCATED SUCH THAT THE EDGE NEAREST THE CURB LINE IS AT THE BACK OF CURB. ALIGN THE ROWS OF DOMES PERPENDICULAR TO THE GRADE BREAK BETWEEN THE RAMP RUN AND THE ROADWAY.
5. DETECTABLE WARNING PANEL TO BE CONTRASTING COLOR TO THE ADJACENT SURFACES, INCLUDING SIDE FLARES.
6. REBAR AND EXPANSION JOINTS TO BE INSTALLED PER CITY OF HUTTO DETAILS ST04 – SIDEWALK, ST02 – RESIDENTIAL DRIVEWAY, AND ST03 – COMMERCIAL DRIVEWAY
7. CONCRETE TO BE INSTALLED PER CITY OF HUTTO SPECIFICATIONS.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. ST05
STANDARD CURB RAMP	UPDATED 02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: ST05.DWG



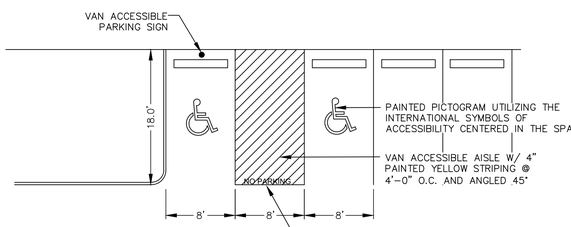
NOTES:

1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'–0'.
3. EXPANSION JOINTS AS PER STANDARD ASTM D–1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 40'–0" FOR ALL CURBS AND CONSTRUCTION METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MINIMUM OF 18" BEHIND BACK OF CURB. TOTAL DEPTH OF FLEXIBLE BASE UNDER AND BEHIND CURB SHALL BE: (TOTAL DEPTH OF FLEXIBLE BASE) LESS (6–INCHES).
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDANT OF THE CONSTRUCTION METHODS USED.

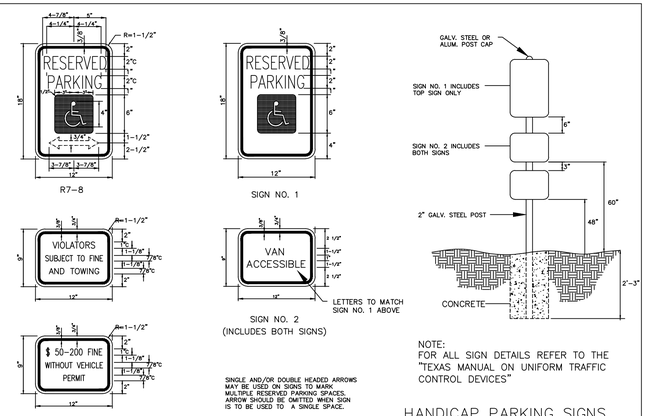
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. ST07
LAYDOWN OR RIBBON CURB	UPDATED 02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: ST07.DWG

ACCESSIBLE PARKING NOTES:

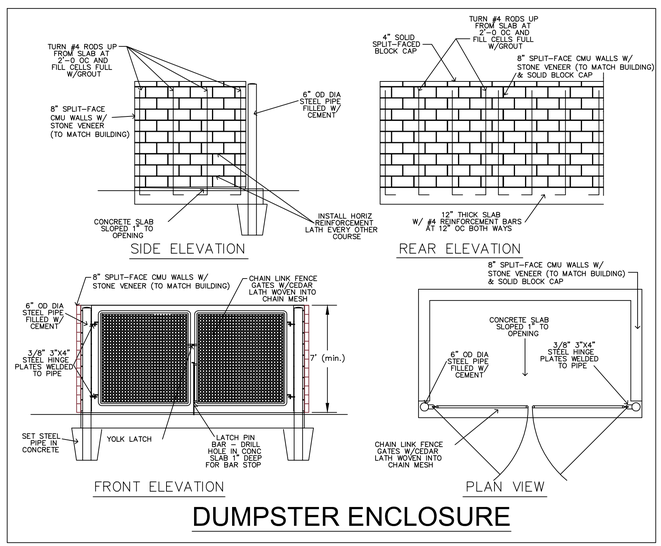
1. SURFACE SLOPES: PARKING SPACES AND ACCESS AISLES SHALL NOT HAVE SURFACE SLOPES EXCEEDING 1:50 IN ALL DIRECTIONS.
2. ALL DIMENSIONS ARE MINIMUM ALLOWABLE REQUIREMENTS.
3. A SIGN IDENTIFYING THE CONSEQUENCES OF PARKING ILLEGALLY IN A PAVED ACCESSIBLE PARKING SPACE MUST STATE AT A MINIMUM "VIOLATORS SUBJECT TO FINE AND TOWING" IN A LETTER HEIGHT OF ONE INCH. SIGN MUST BE MOUNTED TO POLE, POST, WALL, OR FREESTANDING BOARD AND IS TO BE NO MORE THAT EIGHT INCHES BELOW A SIGN REQUIRED BY TEXAS ACCESSIBILITY STANDARDS NO LOWER THAN 48 INCHES AND NO HIGHER THAN 80 INCHES ABOVE GROUND LEVEL.



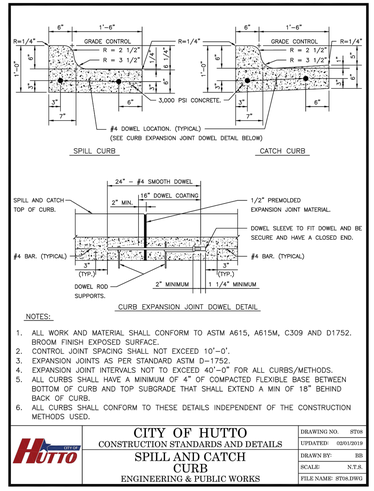
ACCESSIBLE PARKING
N.T.S.



HANDICAP PARKING SIGNS
ACCESSIBLE SIGN DETAIL



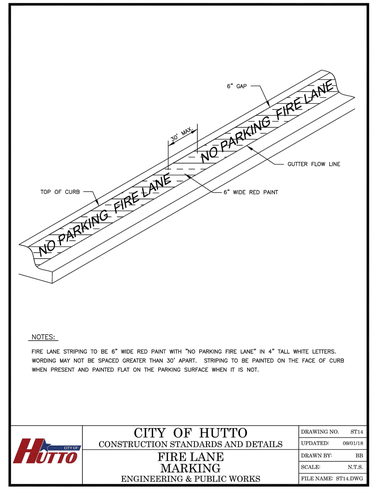
DUMPSTER ENCLOSURE



NOTES:

1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'–0'.
3. EXPANSION JOINTS AS PER STANDARD ASTM D–1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 40'–0" FOR ALL CURBS/METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MIN OF 18" BEHIND BACK OF CURB.
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDENT OF THE CONSTRUCTION METHODS USED.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. ST09
SPILL AND CATCH CURB	UPDATED 02/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: ST09.DWG



NOTES:

FIRE LANE STRIPING TO BE 6" WIDE RED PAINT WITH "NO PARKING FIRE LANE" IN 4" TALL WHITE LETTERS. WORDING MAY NOT BE SPACED GREATER THAN 30' APART. STRIPING TO BE PAINTED ON THE FACE OF CURB WHEN PRESENT AND PAINTED FLAT ON THE PARKING SURFACE WHEN IT IS NOT.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. ST14
FIRE LANE MARKING	UPDATED 08/01/18
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: ST14.DWG

Received 3/16/2023

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM
JCE

EL POLLO RICO RESTAURANT - HUTTO
GENERAL DETAILS
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07 20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED PROFESSIONAL ENGINEER

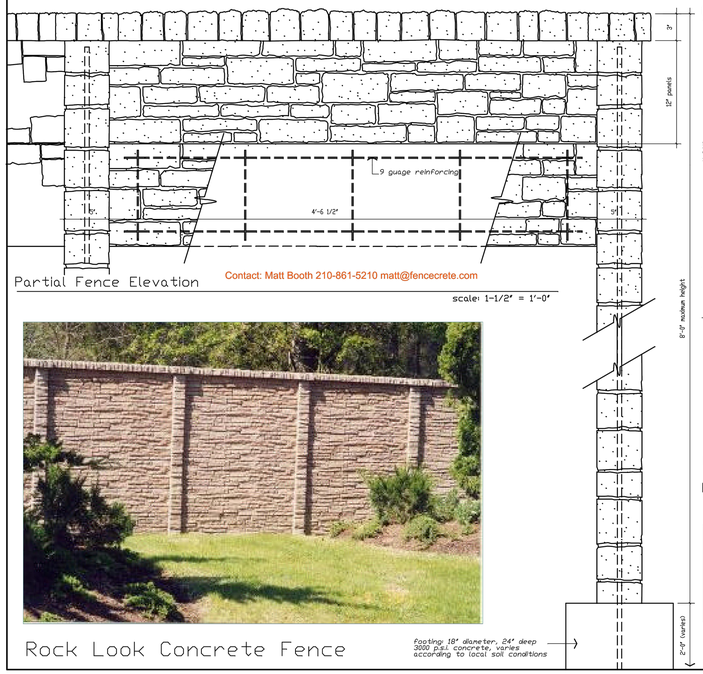
File:H:\EL POLLO RICO\DWG\PLANS\DETAILS.DWG
Job No.
Scale (Hor.):
Snapshot:
Scale (Vert.):
Date: 10/10/22
Checked By: SRJ
Drawn By: MM
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET 15 of 23

FENCECRETE AMERICA, LTD.

manufacturers of precast concrete fencing and masonry wall systems

15089 tradesmen drive san antonio, texas 78249 210-492-7911 800-229-7811 www.fencecrete.com



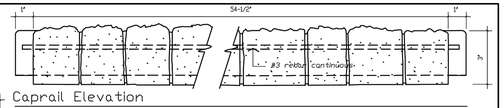
Partial Fence Elevation

scale: 1-1/2" = 1'-0"

Contact: Matt Booth 210-861-5210 matt@fencecrete.com

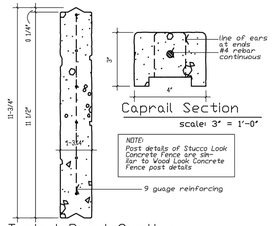
Rock Look Concrete Fence

Footing 18" diameter, 24" deep 3000 p.s.i. concrete, varies according to local soil conditions



Caprail Elevation

scale: 3" = 1'-0"



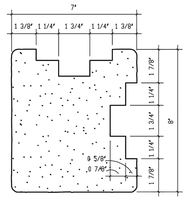
Typical Panel Section

scale: 3" = 1'-0"

Caprail Section

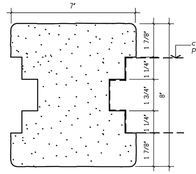
scale: 3" = 1'-0"

NOTE:
Post details of Stucco Look Concrete fence are similar to Wood Look Concrete Fence post details



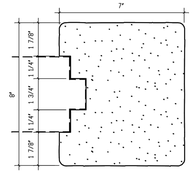
Corner Post Cap

scale: 3" = 1'-0"



Running Post Cap

scale: 3" = 1'-0"



Stop Post Cap

scale: 3" = 1'-0"

notes:

1. The column height can be from 0 to a maximum of 10'-0" - with 8'-0" above grade.
2. All concrete shall be 5000 p.s.i.
3. All reinforcement shall be A.S.T.M. 615 grade 60. Special reinforcement is available upon special order.
4. Footing - 2 feet deep footing standard per column, 12" - 18" diameter. Depth and diameter can vary per local soil conditions.
5. Texture: All exposed sides have rock-like texture.
6. Gates: Shall have additional steel supports adjacent to concrete columns.
7. All steel reinforcement is prewelded with steel spacers so as to allow for maximum concrete coverage.
8. A special silicone sealant is used to lock the caprail and post caps in place. This sealant requires special tools for removal.

We reserve the right to alter the design or specifications without incurring any obligation, all rights reserved. Fencecrete America, Limited

FENCECRETE AMERICA, LTD.

manufacturers of precast concrete fencing and masonry wall systems

15089 tradesmen drive san antonio, texas 78249 210-492-7911 800-229-7811 www.fencecrete.com

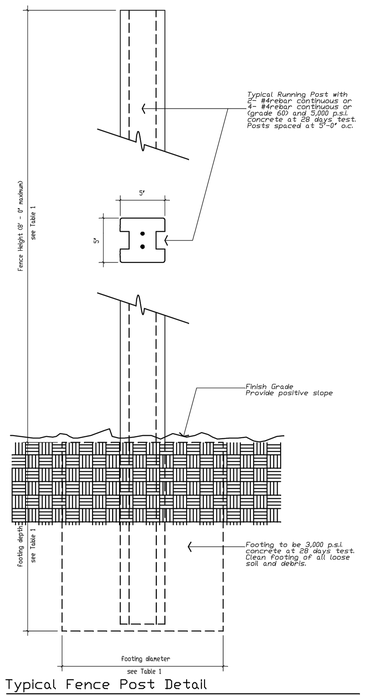
Contact Matt Booth 210-861-5210 matt@fencecrete.com

Structural Table One

Fence Post Embedment Depths and Footing Diameters for Lateral Load of 15.5 psf and Fence Posts Spaced at 5' - 0" o.c. (see detail)

FENCE HEIGHT (Ft.)	FIRM TO STIFF CLAY 0.5 KSF ≤ C ≤ 1.0 KSF		VERY STIFF TO HARD CLAY C > 1.0 KSF		LOOSE SAND 28° ≤ φ ≤ 32°		DENSE SAND φ > 32°	
	FOOTING DEPTH (Ft)	FOOTING DIAMETER (in)	FOOTING DEPTH (Ft)	FOOTING DIAMETER (in)	FOOTING DEPTH (Ft)	FOOTING DIAMETER (in)	FOOTING DEPTH (Ft)	FOOTING DIAMETER (in)
4	2.0	12	2.0	12	3.0	12	2.5	12
5	2.0	12	2.0	12	3.5	18	3.5	12
6	2.5	12	2.0	12	4.0	18	3.5	18
7	3.0	18	3.0	12	4.5	18	4.0	18
8	3.5	18	3.0	18	4.5	18	4.0	18

Typical Fence Post Detail with Structural Table One



Typical Fence Post Detail

scale: 1-1/2" = 1'-0"

We reserve the right to alter the design or specifications without incurring any obligation, all rights reserved. Fencecrete America, Limited

Received 3/16/2023

CITY OF HUTTO

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM
JCE

EL POLLO RICO RESTAURANT - HUTTO

GENERAL DETAILS

ED SCHMIDT BLVD.

HUTTO, TEXAS 78634

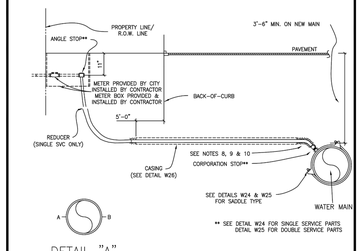
The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07 20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED
PROFESSIONAL ENGINEER

File: H:\EL POLLO RICO\DWG\PLANS\DETAILS.DWG

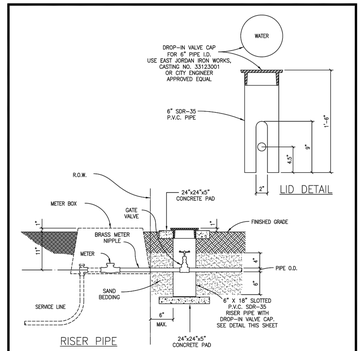
Job No.	Snapshot:		
Scale (Hor.):	Scale (Vert.):	Drawn By: MM	
Date: 10/10/22	Checked By: SRJ		
Revision 1:			
Revision 2:			
Revision 3:			
Revision 4:			

SHEET 16 of 23



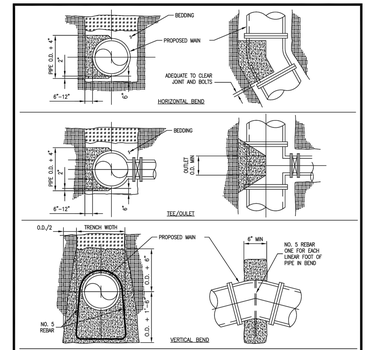
NOTES:
1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" OFFSET AND AT THE CENTERLINE AS SHOWN ON DETAIL "A".
2. WHERE NO SIDEWALK EXISTS, METER BOXES SHALL BE SET TO CONFORM TO FINISHED GRADE.
3. AUTHORIZED SERVICE LINE MATERIAL: POLYETHYLENE TUBING SHALL BE SDR-9, (MAX DIA. 2") CLASS 200 MINIMUM. INSTALLED SUCH SO THAT THE OPERATING NUT IS ACTUATED FROM THE VERTICAL POSITION RATHER THAN THE HORIZONTAL.
4. SERVICE LINES SHALL BE CONTINUOUS FROM CORPORATION STOP TO ANGLE STOP WITH NO FITTINGS IN BETWEEN.
5. SERVICE CASING SHALL NOT BE INSTALLED BY WATER JETTING UNDER ROADWAY.
6. CASING REQUIRED FOR ALL PAVEMENT CROSSINGS. SEE CITY OF HUTTO DETAIL #W26 FOR CASING DETAILS.
7. INSERT STIFFENERS REQUIRED AT ALL COMPRESSION FITTINGS.
8. BEDDING PER CONSTRUCTION SPECIFICATIONS.
9. ANY VARIATIONS OF FITTINGS MUST HAVE PRIOR APPROVAL FROM THE CITY ENGINEER.
11. CORPORATION STOP SHOULD BE CONNECTED TO THE MAIN AT 45° ANGLE FROM THE TOP OF THE PIPE.

CITY OF HUTTO	DRAWING NO.	W10
CONSTRUCTION STANDARDS AND DETAILS	UPDATED	01/08/2020
TYPICAL WATER SERVICE ELEVATION	DRAWN BY:	BB
ENGINEERING & PUBLIC WORKS	SCALE:	N.T.S.
	FILE NAME	W10.DWG



NOTES:
1. GATE VALVE SHALL BE A HAMMOND 8645, CLASS 125, BRONZE GATE, SCREWED BONNET, NON-RISING STEM, SOLID WEDGE DISC WITH THREADED ENDS OR APPROVED EQUAL.
2. DROP-IN VALVE CAP SHALL BE CAST WITH THE WORD "WATER" ON TOP.
3. USE SCHEDULE 80, M.I.P. ADAPTER AS REQUIRED.

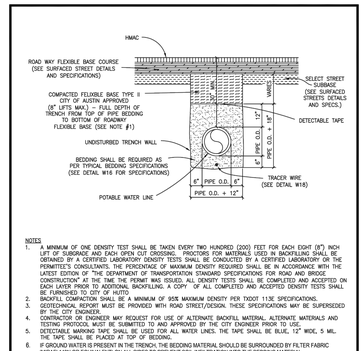
CITY OF HUTTO	DRAWING NO.	W06
CONSTRUCTION STANDARDS AND DETAILS	UPDATED	04/01/2019
CUSTOMER'S CUT-OFF DETAIL	DRAWN BY:	BB
ENGINEERING & PUBLIC WORKS	SCALE:	N.T.S.
	FILE NAME	W06.DWG



THRUST BLOCK DESIGN AS FOLLOWS:
A. PRESSURE OF 150 P.S.I. (ACTUAL IF HIGHER +50% SURGE ALLOWANCE
B. MAXIMUM SOIL BEARING:

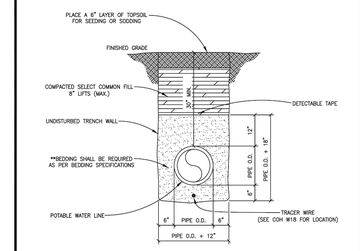
SOIL TYPE	PRESSURE
LIMESTONE	4000 LBS./SQ. FT.
UNDISTURBED SOIL CALICHE	2000 LBS./SQ. FT.
LOOSE OR SPONGY SOIL	1500 LBS./SQ. FT.

CITY OF HUTTO	DRAWING NO.	W11
CONSTRUCTION STANDARDS AND DETAILS	UPDATED	04/01/2019
TYPICAL THRUST BLOCKS FOR WATER LINES AND FORCE MAINS	DRAWN BY:	BB
ENGINEERING & PUBLIC WORKS	SCALE:	N.T.S.
	FILE NAME	W11.DWG



NOTES
1. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH EIGHT (8") INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE SUBMITTED TO THE CITY.
2. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER TXDOT 113E SPECIFICATIONS.
3. GEOTECHNICAL REPORT MUST BE PROVIDED WITH ROAD STREET/DESIGN. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE CITY ENGINEER.
4. CONTRACTOR OR ENGINEER MAY REQUEST FOR USE OF ALTERNATE BACKFILL MATERIAL, ALTERNATE MATERIALS AND TESTING PROTOCOL MUST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO USE.
5. DETECTABLE MARKING TAPE SHALL BE USED FOR ALL WATER LINES. THE TAPE SHALL BE BLUE, 12" WIDE, 5 MIL. THE TAPE SHALL BE PLACED AT TOP OF BEDDING.
6. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO	DRAWING NO.	W20
CONSTRUCTION STANDARDS AND DETAILS	UPDATED	08/12/2021
TRENCH & EMBEDMENT UNDER PROPOSED ROADWAY	DRAWN BY:	BB
ENGINEERING & PUBLIC WORKS	SCALE:	N.T.S.
	FILE NAME	W20.DWG

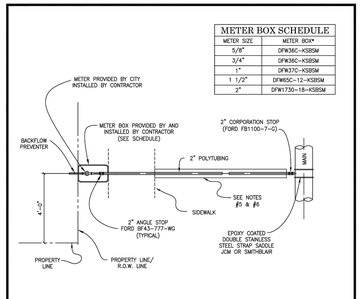


** TYPICAL BEDDING SPECIFICATIONS		
	¾" ?	¾"
SIEVE SIZE	% RETAINED	% RETAINED
1/2"	0	0
3/8"	0–2	5–25
4m	40–85	80–100
10m	95–100	96–100
3/4"	–	–

NOTE:
IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO	DRAWING NO.	W21
CONSTRUCTION STANDARDS AND DETAILS	UPDATED	08/12/2021
TRENCH & EMBEDMENT UNDER NON-PAVED AREAS	DRAWN BY:	BB
ENGINEERING & PUBLIC WORKS	SCALE:	N.T.S.
	FILE NAME	W21.DWG

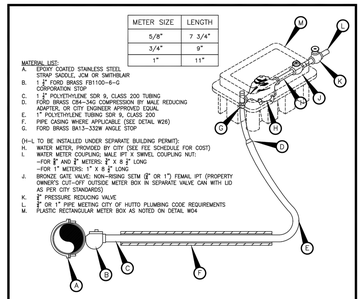
METER BOX SCHEDULE	
METER SIZE	METER BOX*
5/8"	DFW36C–HSBSM
3/4"	DFW36C–HSBSM
1"	DFW37C–HSBSM
1 1/2"	DFW65C–12–HSBSM
2"	DFW1730–18–HSBSM



NOTES:
1. ANGLE STOPS SHALL BE SIZED TO MATCH SERVICE AND METER SIZE
2. 1" ANGLE STOPS WITH 2" VALVES SHALL NOT BE PERMITTED.
3. MULTIPLE SERVICE/METER HOOKS, NOT MORE THAN FOUR METERS PER SERVICE AND SERVICE LINES LARGER THAN 2" IN DIAMETER SHALL BE HANDLED ON AN INDIVIDUAL BASIS
4. 2" ANGLE STOPS SHALL BE PROVIDED WITH BOTH A LOCKING CAP AND METER FLANGE.
5. BEDDING MATERIAL PER CONSTRUCTION SPECIFICATIONS.
6. CASING REQUIREMENTS FOR SERVICE LINES CROSSING ROADWAYS SEE DETAIL W26
7. ANY VARIATIONS ON FITTING MUST BE APPROVED BY THE CITY ENGINEER
8. ALL SERVICE LINES SHALL BE PLACE PERPENDICULAR TO ROADWAY
9. NON–RESIDENTIAL SERVICE LINES MUST HAVE A BACKFLOW PREVENTER AT THE PROPERTY LINE ON PRIVATE PROPERTY.

CITY OF HUTTO	DRAWING NO.	W23
CONSTRUCTION STANDARDS AND DETAILS	UPDATED	04/01/2019
COMMERCIAL WATER SERVICE	DRAWN BY:	BB
ENGINEERING & PUBLIC WORKS	SCALE:	N.T.S.
	FILE NAME	W23.DWG

METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"
1"	11"

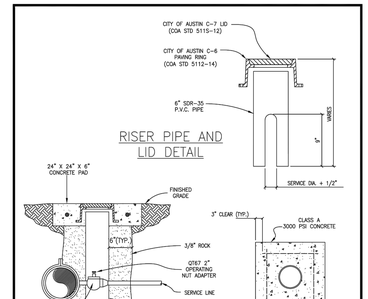


MATERIAL LIST:
A. EPOXY COATED STAINLESS STEEL STRAP SADDLE, JCM OR SMITHBLAIR
B. 1" FORD BRASS FB1100–6–Q CORPORATION STOP
C. 1" POLYETHYLENE SDR 9, CLASS 200 TUBING
D. FORD BRASS C84–34Q COMPRESSION BY MALE REDUCING ADAPTER, OR CITY ENGINEER APPROVED EQUAL
E. 1" POLYETHYLENE TUBING SDR 9, CLASS 200
F. PIPE CASING WHERE APPLICABLE (SEE DETAIL W26)
G. FORD BRASS BA13–332W ANGLE STOP

(H–L TO BE INSTALLED UNDER SEPARATE BUILDING PERMIT):
H. WATER METER, PROVIDED BY CITY (SEE FEE SCHEDULE FOR COST)
I. WATER METER COUPLING, MALE IPT X SWIVEL COUPLING NUT:
–FOR 5/8" AND 1" METERS: 1" X 8 ½" LONG
–FOR 1" METERS: 1" X 8 ½" LONG
J. BRONZE GATE VALVE; NON–RISING STEM (5/8" OR 1") FEMALE IPT (PROPERTY OWNER'S CUT–OFF OUTSIDE METER BOX IN SEPARATE VALVE CAN WITH LID AS PER CITY STANDARDS)
K. 1" PRESSURE REDUCING VALVE
L. 1" OR 1" PIPE MEETING CITY OF HUTTO PLUMBING CODE REQUIREMENTS
M. PLASTIC RECTANGULAR METER BOX AS NOTED ON DETAIL W04

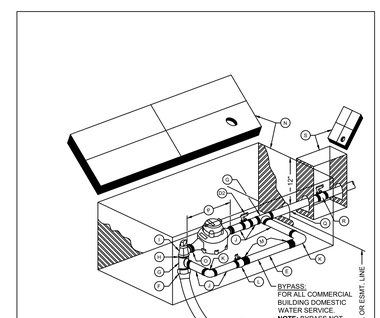
NOTES:
1. SERVICE PIPE SHALL BE 200 PSI BLACK COLORED POLYETHYLENE HAVING A DIMENSION RATION OF (DR9).
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 1" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HUTTO ENGINEERING MANUAL AND CITY OF HUTTO APPROVED SPECIFICATIONS.
5. CITY OF HUTTO APPROVED EQUAL: CARSON BY DFW PLASTICS, INC. OR CITY ENGINEER APPROVED EQUAL: PROVIDE BLACK–PAINTED METAL LID WITH METER READER.
6. AXIS OF METER ASSEMBLY (METER STOP, METER, PIPING AND OWNER'S CUTOFF) SHALL BE TEN INCHES (10") BELOW TOP OF BOX.
7. SLOTS PROVIDED IN METER BOX TO ACCOMMODATE PIPING INTO AND OUT OF BOX SHALL NOT BE MODIFIED.
8. INSERT STIFFENERS AT COMPRESSION FITTINGS SHOULD BE CTS–STAINLESS STEEL 6132–1 FITTINGS OR CITY ENGINEER APPROVED EQUAL.
9. ALL PARTS TO BE AS NOTED OR CITY ENGINEER APPROVED EQUAL.

CITY OF HUTTO	DRAWING NO.	W24
CONSTRUCTION STANDARDS AND DETAILS	UPDATED	04/01/2019
1", 3/4" OR 5/8" SINGLE METER	DRAWN BY:	BB
ENGINEERING & PUBLIC WORKS	SCALE:	N.T.S.
	FILE NAME	W24.DWG



NOTES:
1. 1–1/2" AND 2" CORPORATION STOP STOP.
2. PAVING RING AND LID MATERIALS SHALL BE GRAY CAST IRON, ASTM A48, GRADE 30B.
3. FINISH PAVING RING AND LID BY REMOVING FINS AND FLAGGING. PAINT WITH BLACK ASPHALT COATING.

CITY OF HUTTO	DRAWING NO.	W19
CONSTRUCTION STANDARDS AND DETAILS	UPDATED	04/01/2019
1-1/2" & 2" CORPORATION STOP RISER	DRAWN BY:	BB
ENGINEERING & PUBLIC WORKS	SCALE:	N.T.S.
	FILE NAME	W19.DWG



CITY OF AUSTIN AUSTIN WATER		1½" - 2" METER INSTALLATION SHOWING OPTIONAL BYPASS
RECORD COPY SIGNED BY KATHI L FLOWERS 05/18/2016 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 520-AW-04 1 OF 2

MATERIALS LIST:

A. 2" SERVICE CLAMP
B. 2" CORPORATION STOP MALE THREAD INLET BY COMPRESSION OUTLET
C. 2" COPPER WATER SERVICE TUBING EXTENDED BEYOND PAVEMENT
D1. 2" BALL VALVE, SPL WW-275
D2. 2" BALL VALVE, SPL WW-275
E. 2" COPPER SERVICE TUBING
F. 2" BRASS COUPLING - COMPRESSION TO MALE IPT
G. 2" BRASS TEE
H. 2" BRASS CLOSE-NIPPLE
I. 2" ANGLE METER STOP, SERVICE TUBING INLET x FLANGED OUTLET
J. 2" BRASS NIPPLE
K. 2" BRASS ELBOW
L. 2" LOCKABLE CURB STOP - FEMALE IPT INLET BY COMPRESSION OUTLET
M. 2" BRASS COUPLING - SERVICE TUBING TO MALE IPT
N. RECTANGULAR METER BOX AND COVER, SPL WW-145A
O. BRASS ADAPTER (2" x 1 ½") FOR 1 ½" METER ONLY
P. WATER METER, LENGTH 13", (PURCHASED FROM AUSTIN WATER)
Q. 2" COPPER SERVICE TUBING (PRIVATE PLUMBING PER CODE)
R. CUSTOMER CUT-OFF VALVE
S. CUSTOMER VALVE BOX AND LID

NOTES:

1. SERVICE CLAMP SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM.
2. BRANCH CONNECTIONS AND ALL ANGLE METER STOPS MUST BE INSTALLED PRIOR TO ANY METER INSTALLATION.
3. TOP OF BOXES SHOULD BE 1" ABOVE GROUND.
4. PIPING AND TUBING IN STREET RIGHT-OF-WAY SHALL BE BEDDED IN GRANULAR MATERIALS AS REQUIRED BY SECTION 510.3 (14) OF THE CITY OF AUSTIN STANDARD SPECIFICATIONS. BACKFILL ABOVE GRANULAR BEDDING AS REQUIRED BY SECTION 510.3 (25).
5. BOX MUST BE BEHIND CURB NEXT TO PROPERTY LINE OR EASEMENT AND OUT OF VEHICULAR TRAFFIC AREA AND SIDEWALK.
6. BALL VALVE "D1" SHALL NOT BE LOCATED UNDER SIDEWALK, CURB, OR PAVEMENT, AND NOT BE LOCATED MORE THAN 24" HORIZONTALLY FROM METER BOX OR 36" BELOW FINAL GRADE.
7. COPPER SERVICE SHALL BE COPPER TUBING SIZE ANNEALED SEAMLESS TYPE "K" MEETING ASTM B88 WITH NO SWEAT OR SOLDERED JOINTS.

RECLAIMED WATER:

FOR RECLAIMED WATER SERVICES AND METERS, ALL RECLAIMED TUBING SHALL BE MANUFACTURED PURPLE TUBING. ALL OTHER TUBING AND APPURTENANCES SHALL BE MANUFACTURED PURPLE IF AVAILABLE. ALL TUBING AND FITTINGS THAT ARE NOT AVAILABLE FROM THE MANUFACTURER IN PURPLE SHALL BE PAINTED PURPLE PER SPL WW-3C. ALL BURIED DI AND CI PIPE AND FITTINGS SHALL ALSO BE WRAPPED IN PURPLE POLYETHYLENE PER SPL WW-27D. ALL COVERS SHALL HAVE **"RECLAIMED WATER"** CAST INTO THEM.

CITY OF AUSTIN AUSTIN WATER		1½" - 2" METER INSTALLATION SHOWING OPTIONAL BYPASS
RECORD COPY SIGNED BY KATHI L FLOWERS 05/18/2016 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 520-AW-04 2 OF 2

ES-719

Job Name _____ Contractor _____
Job Location _____ Approval _____
Engineer _____ Contractor's P.O. No. _____
Approval _____ Representative _____

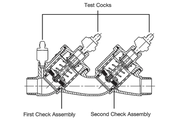
Series 719
Double Check Valve Assemblies

Sizes: ½" – 2" (15 – 50mm)

Series 719 Double Check Valve Assemblies are designed to protect drinking water supplies from dangerous cross-connections in accordance with national plumbing codes and water authority requirements.

This series may be used in only those cross-connections identified by local inspection authorities as non-health hazard applications. Check with local authority having jurisdiction regarding vertical orientation, frequency of testing or other installation requirements. Series 719 meets the requirements of ASSE Std. 1015 and AWWA Std. C510.


719QT



Features
- Manufactured from bronze alloy
- Separate access, top entry check valve design
- Reversible seat disc rubber, extends check valve life
- Chloramine resistant elastomers
- Replaceable seats and seat discs
- Compact design
- Top mounted screwdriver slotted ball valve test cocks
- Low pressure drop
- ½" – 1" (15 – 25mm) have Tee handles
- No special tools required for servicing
- Plastic on plastic check guiding reduces potential binding due to mineral deposits

Specifications
Series 719 Double Check Valve Assembly shall be installed at each noted location. Provide assembly with integral shutoff valves that conform to ASSE 1015 and AWWA C510. The assembly shall have top entry bronze covered access points for each check assembly, screw driver slotted test cocks and require the use of no special tools for servicing. All wetted rubber parts shall be manufactured from silicone or chloramine resistant EPDM rubber. All valve seats and seat discs shall be replaceable. Seat disc shall be reversible to extend check valve life. Check valve guiding shall be plastic to plastic. The assembly shall be a Watts Series 719.

Now Available
WattsBox Insulated Enclosures.
For more information, refer to literature ES-WB.

NOTICE
Inquire with governing authorities for local installation requirements

NOTICE
The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

***The wetted surface of this product contacted by consumable water contains less than 0.25% of lead by weight.**

Watts product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Watts Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Watts products previously or subsequently sold.

WATTS

Available Models
Suffix:
S – bronze strainer
LF – without shutoff valves
SH – stainless steel ball valve handles
HG – 2½" (65mm) inlet/outlet fire hydrant fittings for 2" (50mm) valve
QT – quarter-turn ball valves
CBT – testcock caps and tethers
AQT – street elbows with quarter-turn ball valves
Prefix:
U – union connections

Pressure-Temperature
Operating Pressure: 175psi (12.1 bar)
Operating Temperature Range: 33°F – 180°F (0.5°C – 82°C)

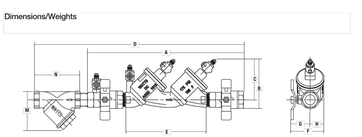
Materials
Body: Bronze
Elastomers: Chloramine resistant silicone and EPDM
Check Seats: Engineered Plastic
Disc Holders: Engineered Plastic

Standards
AWWA Std C510 compliant

Approvals
NSF cULus

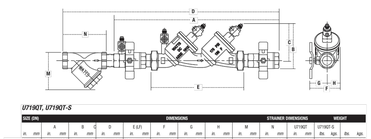
Approved by the Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California

Dimensions/Weights



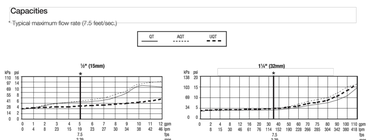
7190T, 7190T-S

SIZE (DN)	DIMENSIONS														STRAINER DIMENSIONS				WEIGHT	
	A		B		C		D		E±1/2		F		G		H		7190T	7190T-S		
in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm			lbs.	kgs.	lbs.	kgs.
½	15	9⅞	242	3⅞	94	2⅞	73	12⅞	318	5⅞	147	2⅞	62	1⅞	43	½	19	5⅛	35	2⅝	70	2.8	1.3	3.8	1.7
¾	20	12⅛	307	4⅛	108	3⅛	86	15⅞	393	7⅛	195	3⅛	79	2⅛	52	1⅛	27	5⅞	41	3⅝	81	4.2	2.1	6.4	2.9
1	25	14⅛	376	4⅞	116	3⅞	98	19⅛	486	9⅛	244	3⅛	95	2⅛	62	1⅛	33	7⅛	54	3⅞	95	7.4	3.4	9.4	4.3
1¼	32	18⅛	480	6⅛	156	5⅛	129	24⅛	610	11⅞	297	4⅛	108	2⅞	67	1⅞	41	2⅞	64	4⅞	113	14.6	6.6	18.0	8.1
1½	40	18⅞	480	6⅛	156	5⅛	129	25½	648	11⅞	297	4⅛	121	3⅛	79	1⅞	41	3	76	4⅛	124	16.1	7.3	19.9	9.0
2	50	21⅛	538	7⅛	179	5⅞	142	28⅞	735	13⅛	340	5⅛	137	3⅞	87	1⅞	49	3⅞	90	5⅝	151	29.7	13.6	33.4	15.2



7194QT

SIZE (DN)	DIMENSIONS																WEIGHT	
	A		B		C		D		E±1/2		F		G		H			
in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	lbs.	kgs.
½	15	7⅞	200	3⅞	94	2⅞	73	2⅞	73	5⅞	147	2⅞	62	1⅞	43	½	19	3.4	1.5
¾	20	13⅞	340	4⅞	121	4⅛	116	3⅛	98	7⅞	195	3⅛	79	2⅛	52	1⅛	27	5.7	2.6
1	25	12⅞	322	5	127	4⅛	110	3⅛	98	9⅛	244	3⅛	95	2⅛	62	1⅛	33	8.9	4.0
1¼	32	15⅞	398	5⅞	144	5⅞	144	5⅛	129	11⅞	297	4⅛	108	2⅞	67	1⅞	41	15.7	7.1
1½	40	16⅞	401	6⅛	156	6⅛	156	5⅛	129	11⅞	297	4⅛	121	3⅛	79	1⅞	41	18.4	8.3
2	50	17⅞	441	6⅞	168	6⅞	167	5⅞	142	13⅛	340	5⅛	137	3⅞	87	1⅞	49	29.0	13.1



Capacities
* Typical maximum flow rate (7.5 feet/sec.)

WATTS

USA: T: (978) 689-6066 • F: (978) 975-8350 • Watts.com
Canada: T: (905) 332-4090 • F: (905) 332-7068 • Watts.ca
Latin America: T: (52) 81-1001-9600 • Watts.com

ES-719 1816 © 2016 Watts

Received 3/16/2023

CITY OF HUTTO

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM

JCE

EL POLLO RICO RESTAURANT - HUTTO
GENERAL DETAILS
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07, 20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED
PROFESSIONAL ENGINEER

File: H:\EL POLLO RICO\DWG\PLANS\DETAILS.DWG
Job No.
Snapshot:
Scale (Hor.):
Scale (Vert.):
Date: 10/10/22
Checked By: SRJ
Drawn By: MM
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET 17 of 23

NOTES:
1. MINIMUM 24", MAXIMUM 36" ABOVE FINISHED GRADE. (ADJUSTMENT TO FINISHED GRADE SHALL OCCUR PRIOR TO ACCEPTANCE OR ISSUANCE OF CERTIFICATE OF OCCUPANCY)

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW11
	UPDATED: 04/01/2018
SEWER CLEAN-OUT ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME:WW11.DWG

** TYPICAL BEDDING SPECIFICATIONS:

SIEVE SIZE	3/8" F % RETAINED	1/2" D % RETAINED
1/2"	0	0
3/8"	0–2	5–25
4m	40–85	80–100
10m	95–100	96–100

NOTE:
IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHOULD BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. WW16
	UPDATED: 08/12/2021
TRENCH & EMBEDMENT UNDER NON-PAVED AREAS ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME:WW16.DWG

Received 3/16/2023

CAUTION!!!
CONTRACTOR SHALL LOCATE ANY/ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM
JCE

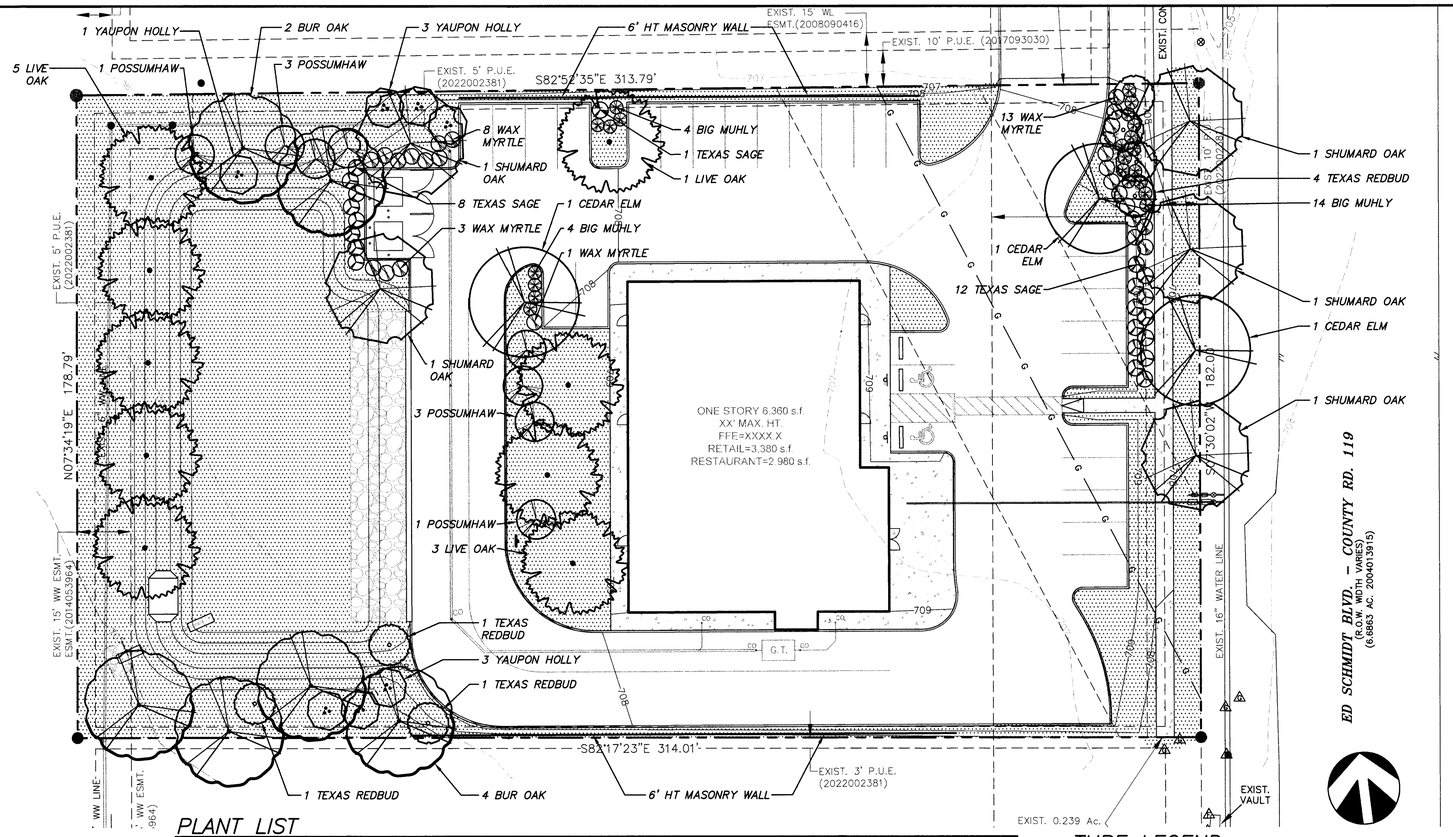
EL POLLO RICO RESTAURANT - HUTTO
GENERAL DETAILS
ED SCHIMIDT BLVD.
HUTTO, TEXAS 78634

The seal appearing on this document was authorized by Stephen Ray Jamison on 10/07 20 22

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED PROFESSIONAL ENGINEER

File:H:\EL POLLO RICO\DWG\PLANS\DETAILS.DWG
Job No.
Snapshot:
Scale (Hor.): Scale (Vert.):
Date: 10/10/22 Checked By: SRJ Drawn By: MM
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET
18 of 23



PLANT LIST

QUANTITY	DESCRIPTION
21,651 sq. ft.	COMMON BERMUDAGRASS – Cynodon dactylon Hydromulch (Refer to Turf Application Notes)
21,651 sq. ft.	ANNUAL RYE – Lolium spp. (Refer to Turf Application Notes)
21	TEXAS SAGE – Leucophyllum frutescens "Green Cloud" 5 gal., 4' o.c., 24" ht., 18" sprd., dark green, full
22	BIG MUHLY – Muhlenbergia lindheimeri 5 gal., 3.5' o.c., 24" ht., 18" sprd., dark green, full
25	WAX MYRTLE – Myrica cerifera 5 gal., 4' o.c., 18" ht., 12" sprd., dark green, full
5	TEXAS REDBUD – Cercis canadensis var. texensis 2" cal., 30 gal., 6' ht., 3' sprd., dark green, full, multi–trunk w/minimum 3/4" cane diameter
8	POSSUMHAW HOLLY – Ilex decidua 2" cal., 30 gal. container, 6' ht., 3' sprd., dark green, full, multi–trunk w/minimum 3/4" cane diameter
7	YAUPON HOLLY – Ilex vomitoria "Pride of Houston" 2" cal. 30 gal., 6' ht., 3' sprd., dark green, full
6	BUR OAK – Quercus macrocarpa 3" cal., 45 gal., container, 11'–12' ht., 4' sprd., dark green, full, single straight trunk
4	SHUMARD OAK – Quercus shumardii 3" cal., 65 gal. container, 11'–12' ht., 4' sprd., dark green, full, single straight trunk
9	LIVE OAK – Quercus virginiana 3" cal., 45 gal. container, 10'– 11' ht., 5' sprd., dark green, full, single straight trunk
3	CEDAR ELM – Ulmus crassifolia 3" cal., B & B, 12'–13' ht., 4' sprd., dark green, full, single straight trunk

TURF LEGEND

BERMUDA HYDROMULCH

LANDSCAPE CALCULATIONS

LANDSCAPE AREA

Developed area = 56,624.4 s.f.
Required landscape area = 8,493.7 s.f. (15%)
Provided landscape area = 15,631.2 s.f.*

* Does not include detention basin area

TREE & SHRUB PLANTING

Required Landscape area = 8,493.7 s.f.
Required trees = 34 (8,493.7/500 x 2) 34 trees provided (23 shade & 22 ornamental)
Required shrubs = 68 (8,493.7/500 x 4) 68 shrubs provided

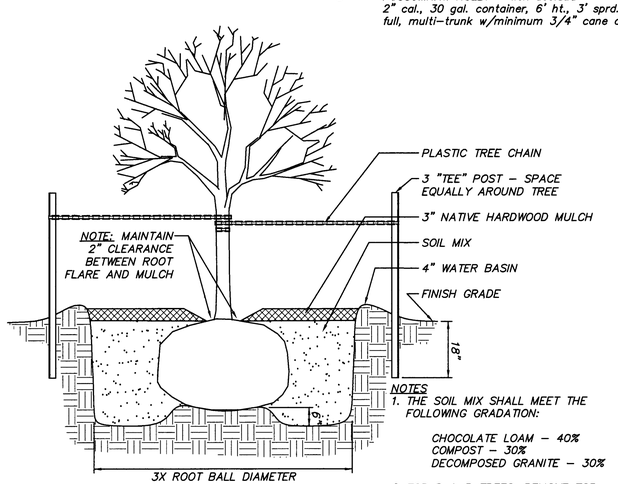
VEHICULAR USE FRONTAGE PLANTING

Frontage = 118'*
Required trees = 4 (118/30) 4 trees provided

* Does not include frontage within gas pipeline easement

PARKING AREA

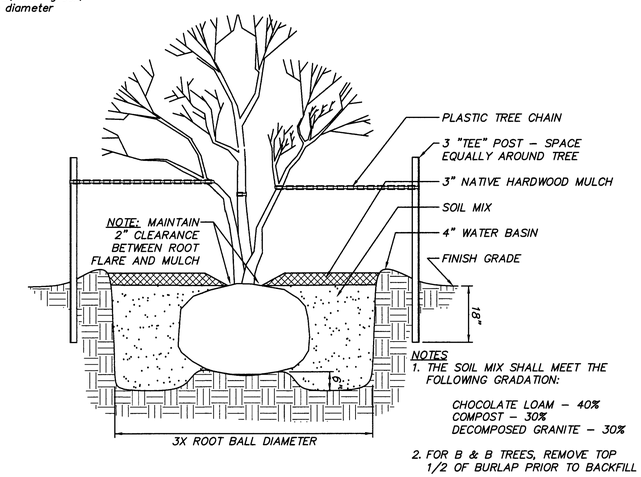
Parking area = 12,101.5 s.f.
Required landscape area = 847.11 s.f. (7%)
Provided landscape area = 1,369.4 s.f



NOTES
1. THE SOIL MIX SHALL MEET THE FOLLOWING GRADATION:
CHOCOLATE LOAM – 40%
COMPOST – 30%
DECOMPOSED GRANITE – 30%
2. FOR B & B TREES, REMOVE TOP 1/2 OF BURLAP PRIOR TO BACKFILL

TREE PLANTING DETAIL

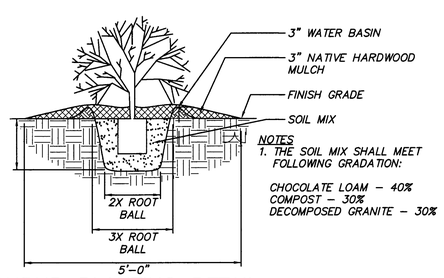
SCALE: N.T.S.



NOTES
1. THE SOIL MIX SHALL MEET THE FOLLOWING GRADATION:
CHOCOLATE LOAM – 40%
COMPOST – 30%
DECOMPOSED GRANITE – 30%
2. FOR B & B TREES, REMOVE TOP 1/2 OF BURLAP PRIOR TO BACKFILL

MULTI–TRUNK TREE PLANTING DETAIL

SCALE: N.T.S.



NOTES
1. THE SOIL MIX SHALL MEET FOLLOWING GRADATION:
CHOCOLATE LOAM – 40%
COMPOST – 30%
DECOMPOSED GRANITE – 30%

SHRUB PLANTING DETAIL

SCALE: N.T.S.

TURF APPLICATION NOTES

A. Coordination:

1. Install hydromulch or sod after tree, shrub and groundcover installation is complete.
2. Contractor to coordinate with Irrigation Contractor to insure functional irrigation system prior to any lawn installation.

B. Preparation:

1. Pre–Plant Weed Control:
   a. If weeds exist within proposed landscape areas at the beginning of work, spray with a nonselective systematic contact herbicide, as recommended and applied by an approved licensed applicator.
   b. Clear and remove these existing weeds upon herbicide's completed action by grubbing off all plant parts at least 1/2"–1" below the surface of the soil.
2. Contractor to remove all sticks, trash, rocks and other debris and dispose off site.
3. Contractor to import and spread chocolate loam to a compacted depth of four (4) inches unless noted otherwise on plan in all lawn areas. Note: use of sandy loam is. un–acceptable.
4. Contractor to rake entire area, leveling any imperfections in the grades left by the site work contractor. Landscape contractor to ensure that there will be positive drainage and no ponding on site. Finished grade of lawn areas to be 1/2" below top of curbs, sidewalks and other pavements. Remove any large (greater than 2") dirt clods, rocks, & trash and prepare a smooth, level, loose and coarse surface. Landscape Architect to approve fine grading prior to any lawn installation. Lawn bed shall be moist (but not muddy) to receive seed and sod.

C. Hydromulch Application:

1. Lawn areas to be seeded immediately after preparation of the bed. Do not use pre–emergent herbicide in areas to be seeded. Apply a uniform coat of hydromulch at the rates specified below:
   a. Seed – Refer to Plant list
   b. Wood Cellulose Fiber Mulch – 60 lbs./1,000 S.F.
2. Seed areas within seeding limits indicated on the plan.
3. Protect existing utilities (including irrigation system), planting, paving and other site amenities from damage caused by hydromulch operations.
4. Immediately following application of hydromulch, the Contractor shall wash excess hydromulch material from previously planted materials, architectural features, etc.. Care shall be exercised to avoid washing or eroding mulch materials from lawn area.
5. Following application of hydromulch, the Contractor shall install erosion control matting (S150 as manfactured by North American Green or approved equal) on all slopes greater than three to one (3:1).
6. Contractor to return to the site between April 15 and May 15 to re–prepare seed bed area that received Annual Rye seeding between September 15th and April 15th and hydromulch with common Bermuda seed in order to establish a permanent turf cover in all hydromulch lawn areas.

LANDSCAPE PLAN NOTES

1. Contractor to verify all site dimensions and layout prior to the commencement of landscape construction. Any discrepancies between the drawings and the actual site conditions shall be brought to the attention of the Owner's Representative immediately.
2. Contractor is responsible for verification of the location all underground utilities. Repair to said utilities as a result of the work of the Contractor shall be the responsibility of the Contractor. NOTE: All existing and proposed utilities may not be shown on this plan.
3. Utilities may exist on site that were unknown during the development of this drawing. Contractor to notify the Owner's Representative immediately if the location of any proposed plant material conflicts with any site utility lines including but not limited to manholes, pull boxes, valve boxes, meters, transformers, etc. Do not plant a tree within 20 feet of the above–mentioned structures unless otherwise directed by the drawings. Failure to notify the Owner's Representative of such conflicts will result in the Contractor being responsible in replacing the affected plant material at the Owner's discretion.
4. Contractor is responsible for verification of all plant quantities based on the drawings and actual field conditions. Plant quantities have been provided for estimating purposes only. Contractor shall provide unit prices to the owner in case of any shortages\ overages or revisions to the planting design.
5. Contractor shall supply nursery–grown trees (except for ball & burlap as approved by the Landscape Architect), shrubs, and ground covers of species, type and size as specified in the Plant List.
6. All plants shall be legibly labelled true to specified size and variety in accordance with Standardized Plant Names, American Joint Committee on Horticulture. Sizes must be in accordance with the American Association of Nurseryman Standards.
7. Irrigation system installation to be complete (with the exception of tree bubblers if applicable) prior to the installation of any plant material.
8. Contractor to remove all clods, rocks, concrete, trash and any other debris prior to installation of soil mix or plant material.
9. Contractor is responsible for removal of trash and repair of hazardous conditions (tools, open holes, etc.) on a daily basis by the end of the work day.
10. All planting beds shall be separated from turf areas by using 1/8" x 4" x 16' Colmet steel edging. Trim steel edging at a 45° angle at pavement or curb intersections.
11. Upon completion of construction and prior to final approval, Contractor shall thoroughly clean the site of all trash, spilled soil, and litter, etc. that has resulted from landscape construction operations. Repair all damage to finish grade including tailings from excavations, wheel ruts, etc. caused from construction.
12. Remove all tags, ribbons and wires from all newly installed plant material upon Owner's authorization.
13. Contractor to replace all materials which are dead, unhealthy, or unsightly (as determined by the Owner) with the cost of replacement to be at the Contractor's expence. Replacement material to be in accordance with the drawings and shall be warranted per the garantee requirements stated herein.
14. All plant material to be guaranteed to remain alive and in healthy vigorous condition for a period of one year after acceptance by the Owner.
15. Warranty shall not include damage or loss of plants due to acts of God, acts of vandalism or negligence on the part of the Owner.

MHB Landscape Architect
544 military drive, canyon lake, texas 78133
ph. (512) 443-6137 fax (830) 935-2704
mhbla@gvtc.com

REGISTERED LANDSCAPE ARCHITECT
MARK H. BROOKS
1764
STATE OF TEXAS

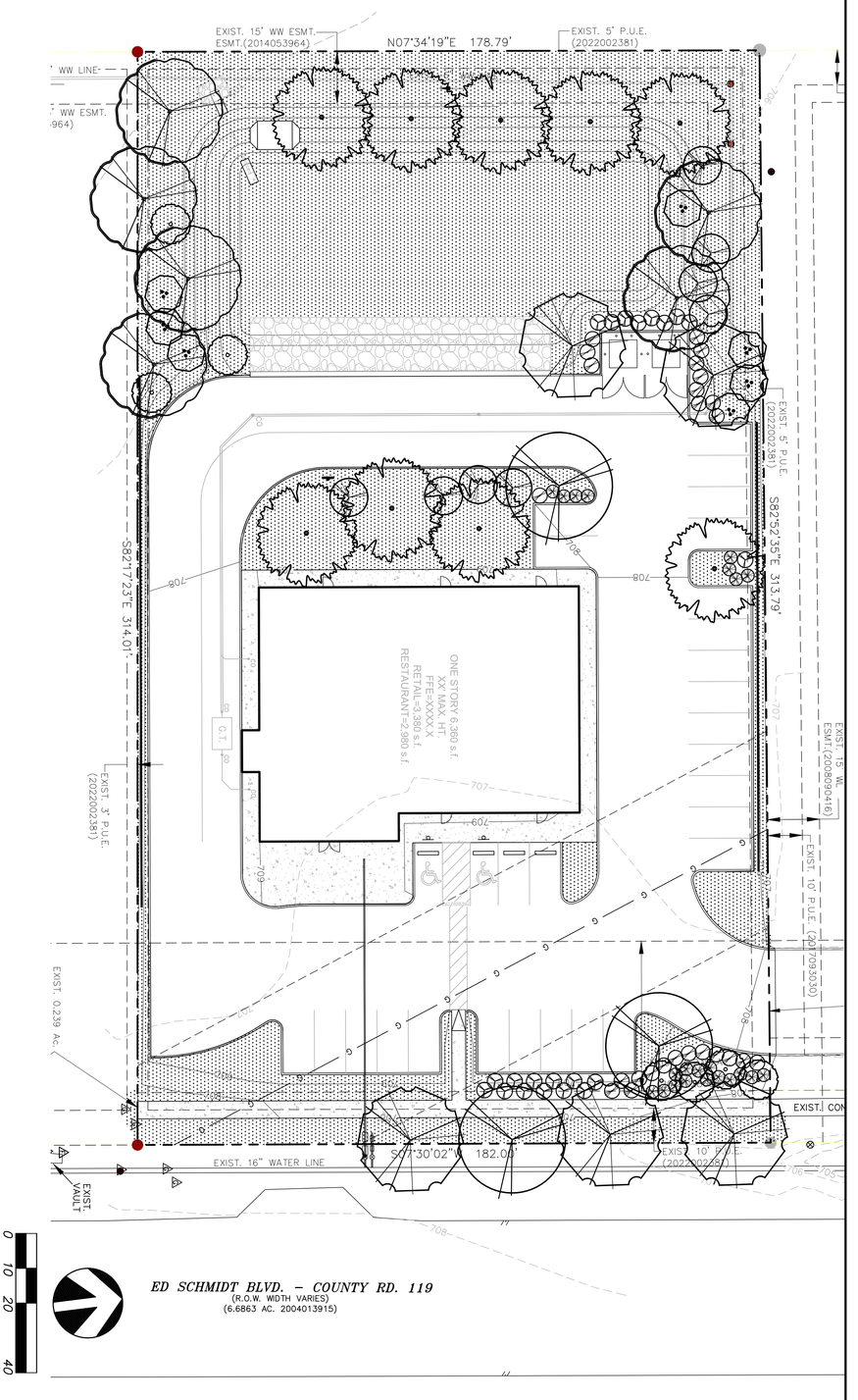
6-27

EL POLLO RICO – HUTTO
ED SCHMIDT BOULEVARD
HUTTO, TEXAS 78634

LANDSCAPE PLAN

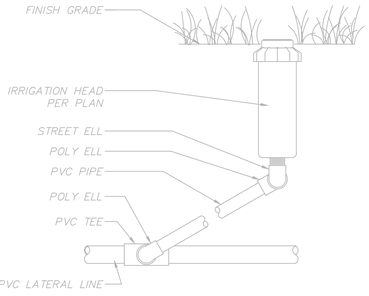
SHEET
19 OF 23

Received 3/16/2023
CITY OF HUTTO



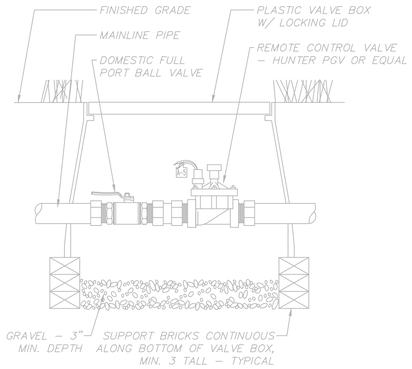
Received 3/16/2023

SHEET	IRRIGATION PLAN	EL POLLO RICO – HUTTO ED SCHMIDT BOULEVARD HUTTO, TEXAS 78634	MHB Landscape Architect 544 military drive - canyon lake, texas 78133 ph. (512) 448-0137 fax (830) 935-2704 mhbla@gvtc.com
20 OF 23			



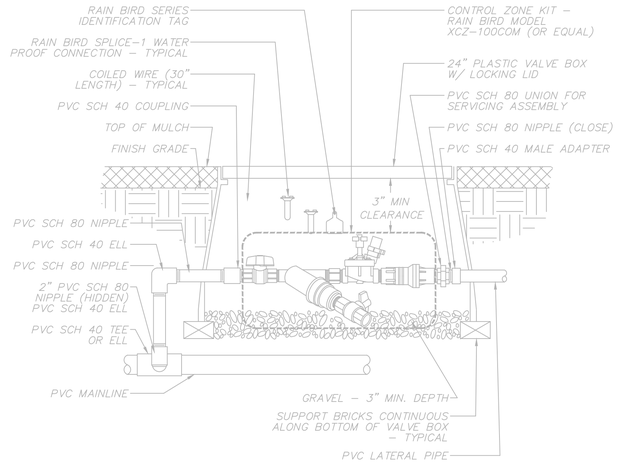
SWING JOINT ASSEMBLEY DETAIL

SCALE: N.T.S.



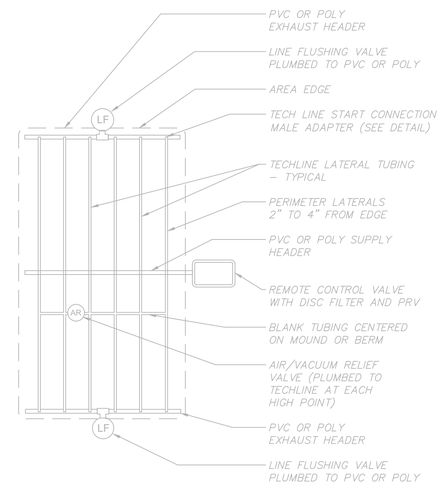
REMOTE CONTROL DETAIL

SCALE: N.T.S.



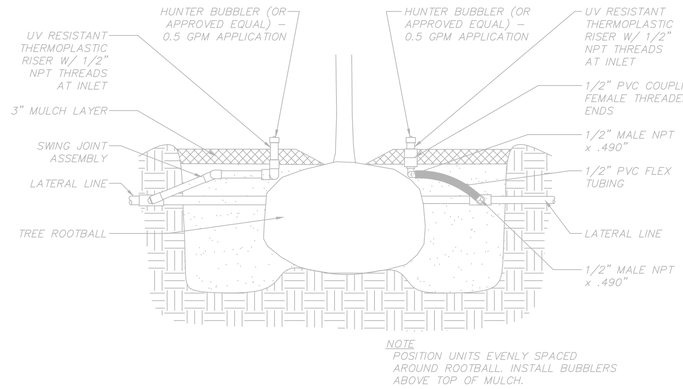
LOW VOLUME REMOTE CONTROL DETAIL

SCALE: N.T.S.



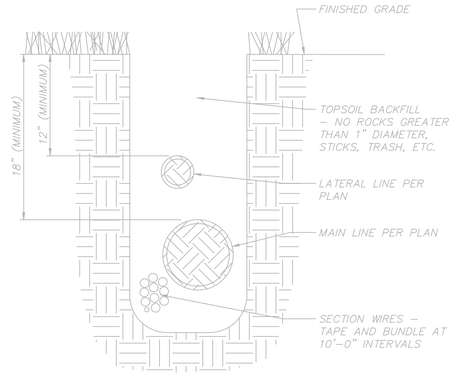
DRIP LAYOUT/CENTER FEED LAYOUT DETAIL

SCALE: N.T.S.



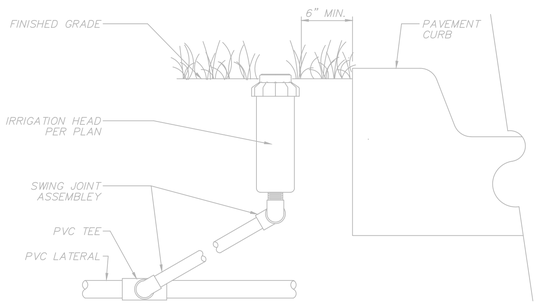
TREE BUBBLER DETAIL

SCALE: N.T.S.

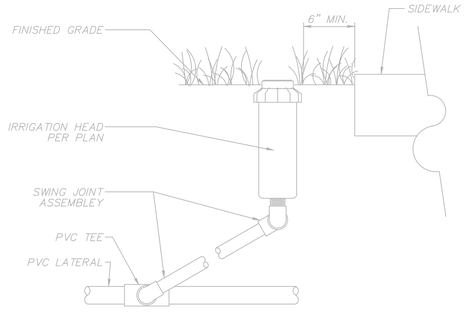


IRRIGATION TRENCH DETAIL

SCALE: N.T.S.



CONCRETE CURB



SIDEWALK

IRRIGATION HEAD at PAVEMENT DETAILS

SCALE: N.T.S.

IRRIGATION EQUIPMENT LEGEND

SYMBOL	DESCRIPTION	MANUFACTURER / MODEL	PSI	RAD.	SPECIFICATIONS - GPM								REMARKS
	POP-SPRAY HEADS				360°	ADJ. 270°	ADJ. 240° 210°	180°	ADJ. 120°	90°	ADJ. 45°	LCS RCS SS	TURF APPLICATION
○17	4" POP–UP SPRAY HEAD	HUNTER INST–04–CV–17	30	16' – 17'	4.82	3.61	3.21	2.41	1.61	1.20	0.60		TURF APPLICATION
○15	4" POP–UP SPRAY HEAD	HUNTER INST–04–CV–15	30	13' – 15'	3.71	2.79	2.48	1.86	1.24	0.93	0.46		TURF APPLICATION
○12	4" POP–UP SPRAY HEAD	HUNTER INST–04–CV–12	30	11' – 12'	2.85	2.14	1.90	1.42	0.95	0.71	0.36		TURF APPLICATION
○10	4" POP–UP SPRAY HEAD	HUNTER INST–04–CV–10	30	7' – 10'	1.95	1.46	1.30	0.97	0.65	0.49	0.24		TURF APPLICATION
○8	4" POP–UP SPRAY HEAD	HUNTER INST–04–CV–8	30	6' – 7'	1.95	1.46	1.30	0.97	0.65	0.49	0.24		TURF APPLICATION
○6	4" POP–UP SPRAY HEAD	HUNTER INST–04–CV–6	30	4' – 6'									TURF APPLICATION
⬡	6"POP–UP ROTATOR	HUNTER MP 2000	40	22' – 30'	3.64	2.73	2.12	1.82		.88			TREE APPLICATION
⬡	6"POP–UP ROTATOR	HUNTER MP 1000	40	13' – 21'	1.47	1.10	.86	.74		.44			TURF APPLICATION
●8	12" POP–UP SPRAY HEAD	HUNTER INST–04–CV–12	30	11' – 12'	2.85	2.14	1.90	1.42	0.95	0.71	0.36		SHRUB APPLICATION
●6	12" POP–UP SPRAY HEAD	HUNTER INST–04–CV–10	30	7' – 10'	1.95	1.46	1.30	0.97	0.65	0.49	0.24		SHRUB APPLICATION
■	12" POP–UP STRIP SPRAY HEAD	HUNTER LCS–515, RCS–515, SS–530	30									.65 .65 1.30	
▼	BUBBLER	HUNTER INDUSTRIES PGJ–06–A–V											
a	INDICATES AN ADJUSTABLE ANGLE NOZZLE USE												
f	INDICATES AN 360° NOZZLE USE												
q	INDICATES AN 90° NOZZLE USE												
h	INDICATES AN 180° NOZZLE USE												

SYMBOL	DESCRIPTION	MANUFACTURER / MODEL	REMARKS
	REMOTE CONTROL VALVE	HUNTER PGV– SERIES OR EQUAL	SIZE AS SHOWN. INSTALL IN GROUND COVER OR SHRUB PLANTER AREAS WHEREVER POSSIBLE WITHIN RECTANGULAR VALVE BOX AS DETAILED.
	GATE VALVE		SIZE AS SHOWN. INSTALL IN GROUND COVER OR SHRUB PLANTER AREAS WHEREVER POSSIBLE WITHIN RECTANGULAR VALVE BOX AS DETAILED.
	HUNTER PRO–C (IRRIGATION CONTROLLER)	HUNTER	
	DOUBLE GATE DUOBLE CHECK VALVE	FEBCO	SIZED EQUAL TO PIPE SIZE. FOR MAINLINE AND MANIFOLD ISOLATION ON LINES 3" AND SMALLER INSTALL IN WHEREVER POSSIBLE WITHIN RECTANGULAR VALVE BOX AS DETAILED.
	PVC SLEEVE PIPE	SCH 80 PVC	CONTROL WIRE TO FOLLOW IRRIGATION MAINLINE IN COMMON TRENCH WHENEVER POSSIBLE.
	PVC MAINLINE PIPE (1–1/2")	SCH 40 PVC	
	PVC LATERAL LINE PIPE	CLASS 2200	ALL LATERAL LINES ARE 3/4" MINIMUM UNLESS NOTED
Ⓢ	RAIN–CLIK SENSOR	HUNTER	WIRELESS SERIES HAS 800' LINE OF SIGHT RANGE TO RECEIVER
1½"	INDICATES SIZE OF VALVE		
33	INDICATES TOTAL GPM OF SECTION		
#33	INDICATES VALVE IDENTIFICATION		

Received 3/16/2023

CITY OF HUTTO

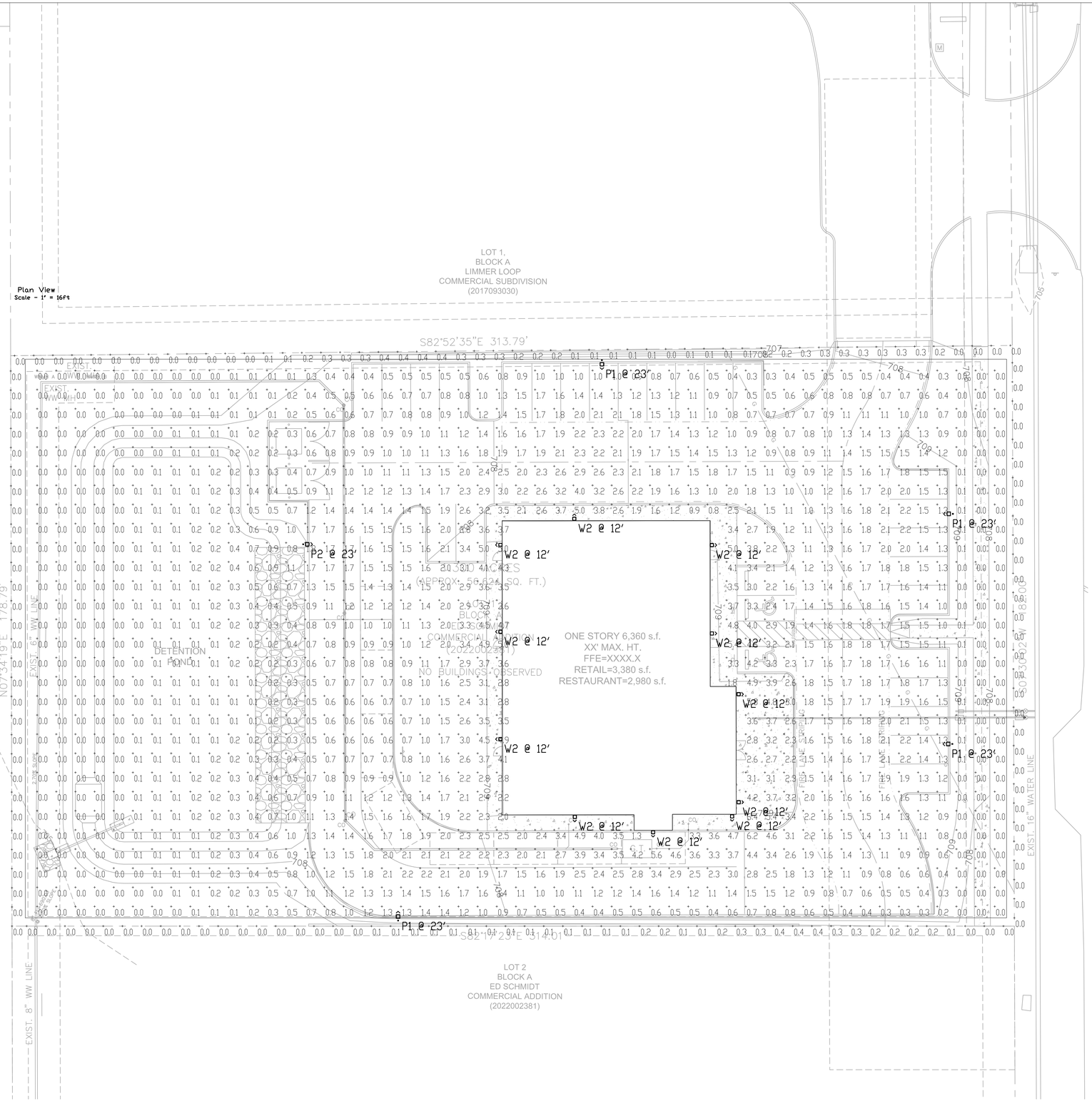
MHB Landscape Architect
544 military drive - canyon lake, texas 78133
ph. (512) 448-0137 fax (830) 935-2704
mhblla@gvtc.com

EL POLLO RICO – HUTTO
ED SCHMIDT BOULEVARD
HUTTO, TEXAS 78634

IRRIGATION DETAILS

SHEET

21 OF 23



1 **SITE PHOTOMETRIC PLAN**
SCALE: 1/16" = 1'-0"

CONTRACTOR VERIFICATION RESPONSIBILITIES:

CONTRACTOR SHALL REPORT ANY DISCREPANCIES, OMISSIONS OR INCONSISTENCIES ON THE DRAWINGS TO THE ENGINEER FOR VERIFICATION BEFORE STARTING CONSTRUCTION. OWNER AND ENGINEER ARE NOT RESPONSIBLE FOR ANY ERRORS IN CONSTRUCTION WHERE SUCH DISCREPANCIES, OMISSIONS OR INCONSISTENCIES HAVE NOT BEEN PROPERLY REPORTED IN A TIMELY MANNER.

PLAN SPECIAL NOTE

1. GENERAL NOTES:
   - REFER TO SHEET E601 FOR NOTES AND SYMBOLS THAT SHALL BE APPLY TO ALL SHEETS IN THIS SET OF DRAWINGS.
   - PROVIDE BATTERY PACK ON UNSWITCHED CIRCUIT FOR EMERGENCY LIGHT (*E) & EXIT SIGN.
   - UNLESS OTHERWISE NOTED, ALL RECEPTACLES, SWITCHES, CONTROLLERS. ETC. SHALL BE INSTALLED PER MOUNTING REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1992, TITLE III, AND TEXAS ACCESSIBILITY STANDARDS. ALL RECEPTACLES LOCATED IN EXCESS OF HEIGHTS PERMITTED BY TEXAS ACCESSIBILITY STANDARDS ARE FOR DEDICATED SIGNS AND EQUIPMENT.
2. ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL REQUIRED JUNCTION BOXES AND CONDUIT WITH PULLSTRING TO ABOVE CEILING FOR THE FIRE ALARM, SECURITY SYSTEM, CCTV, ACCESS CONTROL, DATA/PHONE AND OTHER LOW VOLTAGE SYSTEMS. FIRE ALARM , SECURITY SYSTEM, DATA/PHONE AND OTHER LOW VOLTAGE SYSTEMS CONTRACTOR SHALL PROVIDE AND INSTALL SYSTEM, INCLUDING ALL OF THE LOW VOLTAGE WIRING AND INSTALLATION OF ALL EQUIPMENT. ELECTRICAL CONTRACTOR SHALL SEE LOW VOLTAGE SYSTEM, ARCHITECTURAL DRAWING AND COORDINATE WITH LOW VOLTAGE SYSTEM CONTRACTOR, ARCHITECT AND GENERAL CONTRACTOR FOR SCOPE OF WORK AND REQUIREMENTS.

Received 3/16/2023
CITY OF HUTTO

Quantity

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	P1	4	Lithonia Lighting	DSXI LED P2 40K 80CRI BLC3 EGS	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 3 Extreme Backlight Control External Glare Shield	1	6064	1	67.79
	P2	1	Lithonia Lighting	DSXI LED P2 40K 80CRI T4M	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 4 Medium	1	9092	1	67.79
	P2	0	Lithonia Lighting	DSXI LED P3 40K 80CRI T4M HS	D-Series Size 1 Area Luminaire P3 Performance Package 4000K CCT 80 CRI Type 4 Medium Houseside Shield	1	11825	1	264.3454
	W1	0	Lithonia Lighting	WSR LED P2 SR4 40K MVOLT	WSR LED WITH P2-PERFORMANCE PACKAGE, 4000K, AND SR4 OPTIC TYPE	1	3053	1	29.17
	W2	11	Lithonia Lighting	WSR LED P2 SR3 40K MVOLT	WSR LED WITH P2-PERFORMANCE PACKAGE, 4000K, AND SR3 OPTIC TYPE	1	3128	1	29.17

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	1.1 fc	6.4 fc	0.0 fc	N/A	N/A
Property Line	+	0.1 fc	0.4 fc	0.0 fc	N/A	N/A

MÄD ARCHITECTURE
P.O. BOX 180973
AUSTIN, TEXAS 78718
PHONE: 512.296.8406

ATS
www.ats-inspect.com
Engineers Inspectors & Surveyors
4910 WEST HWY. 290
AUSTIN, TEXAS 78735
(512) 328-8995
FAX: (512) 328-6996
FIRM REGISTRATION NO. 2487
ATS PROJECT NUMBER: 2205074

USE OF THESE DRAWINGS INDICATES AGREEMENT TO CONFORM WITH GENERAL NOTES. ALL DOCUMENTS AND COPYRIGHTS ARE PROPERTY OF ARCH TECHNICAL SERVICES, LLC, DBA ATS ENGINEERS, INSPECTORS AND SURVEYORS FIRM REGISTRATION NO. 2487

EL POLLO RICO
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

NO.	DATE	REVISIONS DESCRIPTION	BY

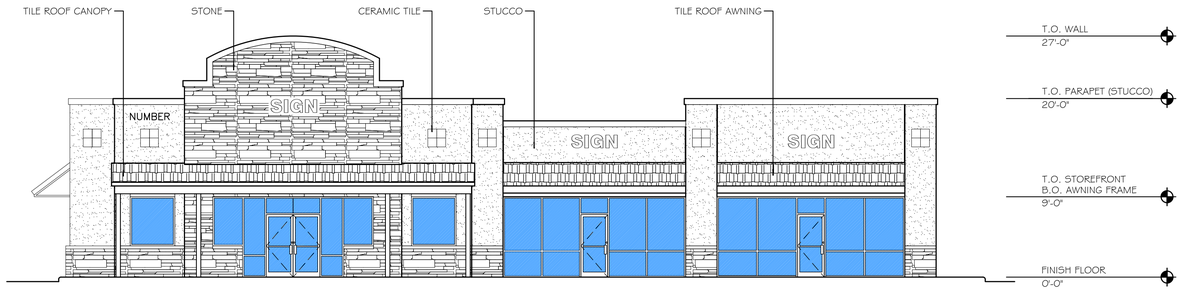
STATE OF TEXAS
DAVID B. MITCHELL
87000
LICENSED
PROFESSIONAL ENGINEER
12/05/2022

© 2022 **M▵D Architecture** All Rights Reserved. The arrangements depicted herein are the sole property of **M▵D Architecture** and may not be reproduced in any form without written permission from the Architect.

JOB NO.:	2223
PHASE:	
DRAWN:	S.T.N.
CHECKED:	G.C. & D.B.M.
DATE:	12/05/2022

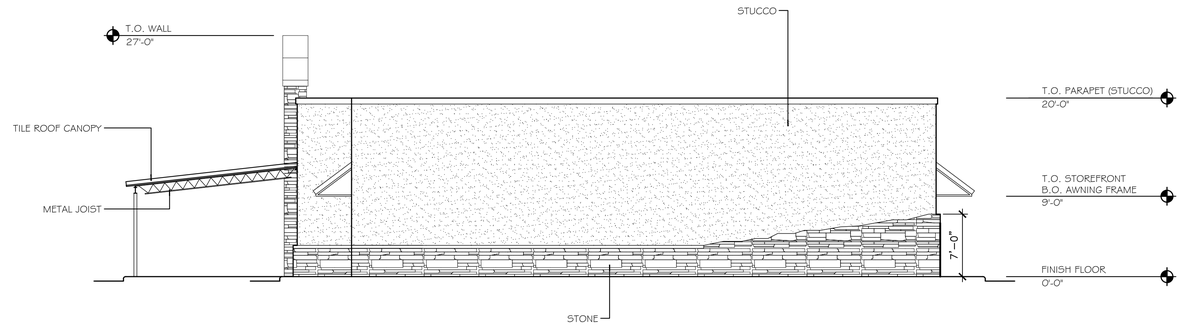
SITE PHOTOMETRIC PLAN

ES102



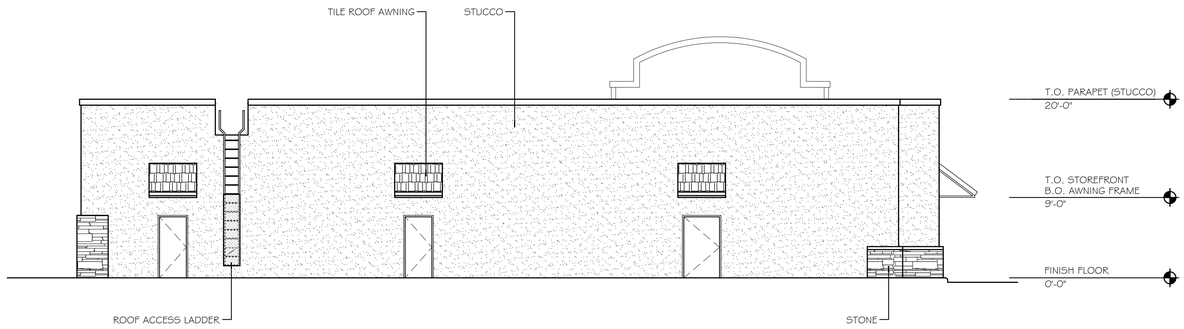
1 ENTRANCE ELEVATION (EAST)

SCALE: 1/8" = 1'-0"



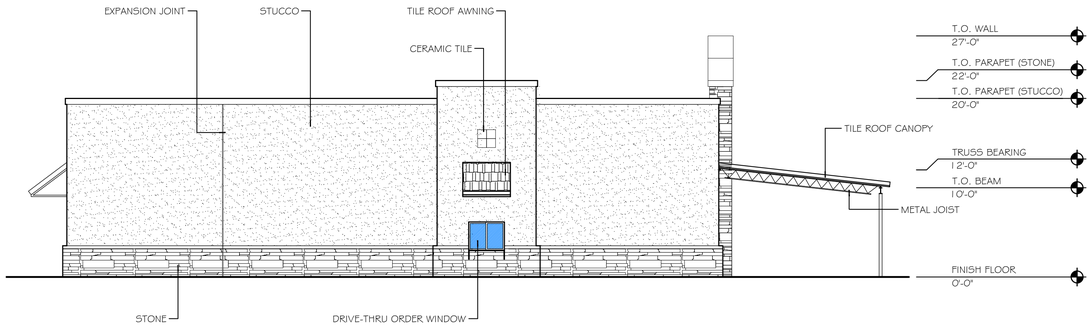
2 SIDE ELEVATION (NORTH)

SCALE: 1/8" = 1'-0"



3 REAR ELEVATION (WEST)

SCALE: 1/8" = 1'-0"



4 DRIVE-THRU ELEVATION (SOUTH)

SCALE: 1/8" = 1'-0"

LIMITED SERVICE CONTRACT:

PLEASE NOTE THAT THESE DRAWINGS WERE PRODUCED UNDER A LIMITED OR PARTIAL SERVICES CONTRACT. NOT ALL DETAILS OR CONSTRUCTION NOTES HAVE BEEN SHOWN, THEREFORE, REQUIRING THE ARCHITECT'S INPUT AND REVIEW DURING CONSTRUCTION.

MÄD ARCHITECTURE
P.O. BOX 180973
AUSTIN, TEXAS 78718
PHONE: 512.296.8406

EL POLLO RICO
ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

REVISIONS

NO.	DATE	DESCRIPTION	BY

REGISTERED ARCHITECT
MADHU PHILLIPS
18087
STATE OF TEXAS
MARCH 8, 2023

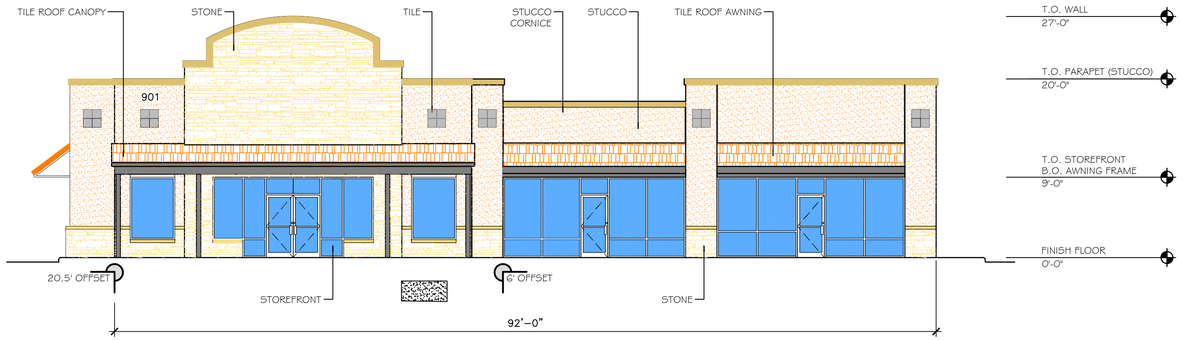
© 2022 **MÄD Architecture** All Rights Reserved. The arrangements depicted herein are the sole property of **MÄD Architecture** and may not be reproduced in any form without written permission from the Architect.

Received 3/16/2023
CITY OF HUTTO

JOB NO.:	2223
PHASE:	
DRAWN:	
CHECKED:	
DATE:	December 5, 2022

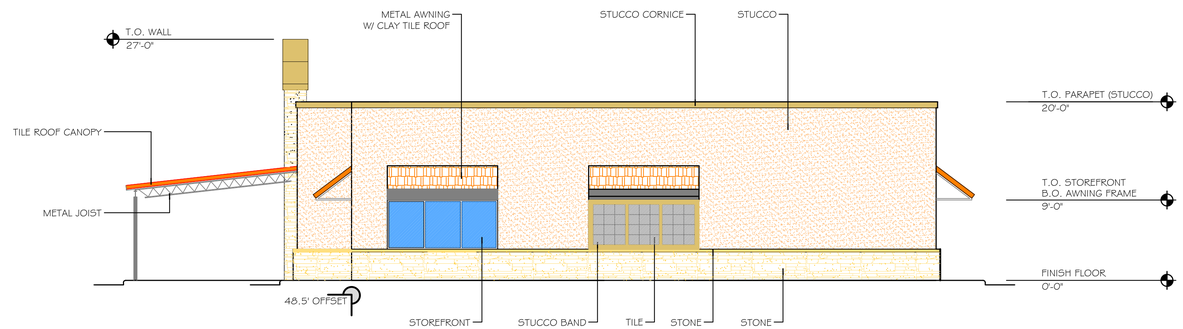
EXTERIOR ELEVATIONS

SHEET
A5.0



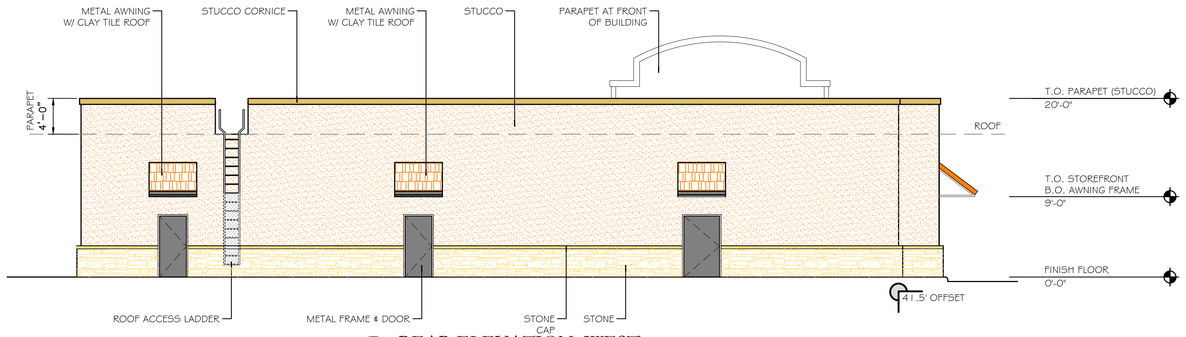
1 ENTRANCE ELEVATION (EAST)

SCALE: 1/8" = 1'-0"



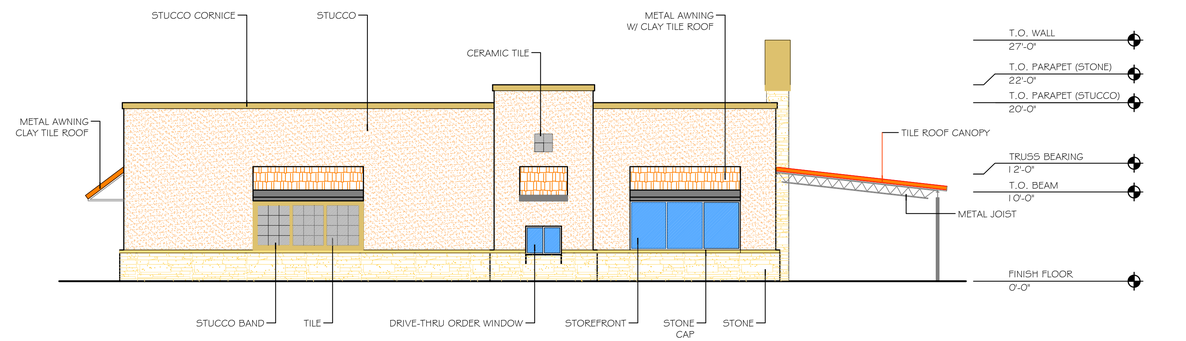
2 SIDE ELEVATION (NORTH)

SCALE: 1/8" = 1'-0"



3 REAR ELEVATION (WEST)

SCALE: 1/8" = 1'-0"



4 DRIVE-THRU ELEVATION (SOUTH)

SCALE: 1/8" = 1'-0"

CITY OF HUTTO UDC

10.406.6.4.3 Long walls and facades; projections and recesses
- Walls at least 100 ft long must include wall plane projections or recesses...
  Complies: Walls are less than 100 ft long, longest wall is 96 ft.

10.406.6.4.4 Exterior walls
- Exterior walls cannot have a blank, uninterrupted length greater than 30 ft without including two or more (listed) features.
  Complies: Front Elevation (East) has the following features:
  change in plane: building offset 6 ft
  change in masonry pattern: stucco & stone
  windows

  Complies: Side Elevations (North & South) has the following features:
  change in masonry pattern: stucco & stone
  windows and false windows

  Complies: Rear Elevation (West) has the following features:
  change in masonry pattern: stucco & stone
  doors

10.406.6.4.5 Primary building entrances
- Primary building entrances must be clearly defined and recessed or framed by a sheltering element.
  Complies: Building entrances have awnings.

10.406.6.4.6 Retail building entrances
- Single-use buildings must have a clearly defined, highly visible customer entrance with four or more listed elements.
  Complies: Building entrances utilizes the following five elements: arches, canopies, tile work integrated into building design, display windows, and outdoor patio.

10.406.6.4.8 Transparency in commercial buildings
- Facades that face the street must be transparent between 2 ft and 7ft above grade for at least 75% of its length.
  Complies: Street facing facade (East) has a wall area of 460 sf requiring transparency of min. 345 sf (75% wall area). Transparency provided equals 346 sf (75%).

- Side walls must be transparent between 2ft and 7ft above grade for at least 25% of its length. Where internal arrangement of a building makes it impossible to provide transparency a combination of sculptural, mosaic, or bas-relief artwork... may substitute for 50% of required transparent areas.
  Complies: Side facade (North) has a wall area of 328 sf requiring transparency of min. 82 sf (25% wall area). Transparency provided equals 84 sf (25% wall area). 42 sf (50% of transparency) provided with tile mosaic.

  Complies: Side facade (South) has a wall area of 328 sf requiring transparency of min. 82 sf (25% wall area). Transparency provided equals 96 sf (29% wall area). 42 sf (44% of transparency) provided with tile mosaic.

10.406.6.5.3 Roof lines
- The continuous plane of a roof line must be no more than 100 ft.
  Complies: Greatest continuous plane of roof line is 91-6".

10.406.6.7.3 Building colors
- Building colors must be low reflecting, muted and neutral or earth toned.
  Complies:

Material	Color
Stucco	medium tan
Stone	light tan
Tile	light grey
Cornice	light brown
Awning	red metal frame with clay tile roof
Storefront	aluminum metal frame

10.406.6.8 Mechanical equipment screenings
- Rooftop mechanical equipment must be hidden or screened
  Complies: rooftop equipment screened by wall parapet.

MÄD ARCHITECTURE
P.O. BOX 180973
AUSTIN, TEXAS 78718
PHONE: 512.296.8406

EL POLLO RICO
901 ED SCHMIDT BLVD.
HUTTO, TEXAS 78634

NO.	DATE	REVISIONS DESCRIPTION	BY

REGISTERED ARCHITECT
MADHU PHILLIPS
18087
STATE OF TEXAS

AUGUST 28, 2023

© 2023 **MÄD Architecture**
All Rights Reserved. The arrangements depicted herein are the sole property of **MÄD Architecture** and may not be reproduced in any form without written permission from the Architect.

JOB NO.:	2223
PHASE:	
DRAWN:	
CHECKED:	
DATE:	August 28, 2023

EXTERIOR ELEVATIONS

SHEET

23 OF 23

MEETING TIMES: 7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** *and the* ***HUTTO CITY COUNCIL*** *will hold two separate public hearings regarding the Specific Use Permit request for the property known as* **901 Ed Schmidt Boulevard**, to allow a drive through within the B-1 (Local Business) zoning district.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **901 Ed Schmidt Boulevard**, to allow a drive through within the B-1 (Local Business) zoning district.

Name: Sheryl Walton

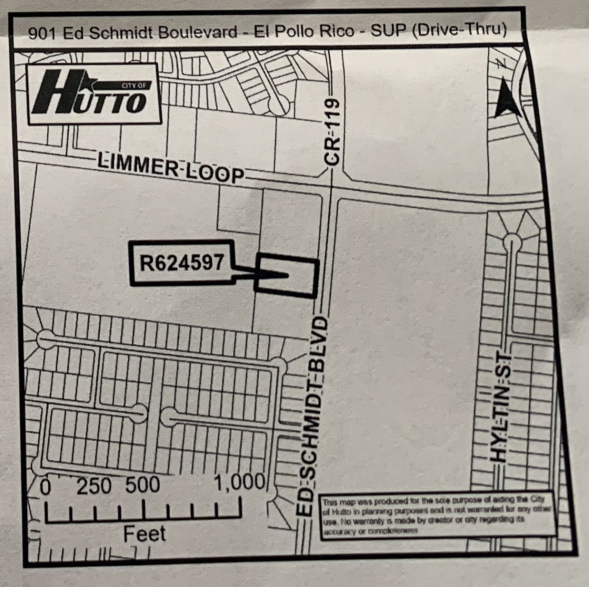
Address: 412 Farm Creek Dr.

☐ **I AM IN FAVOR**

☑ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



AGENDA ITEM REPORT
5.4.

To:	Planning and Zoning Commission
Subject:	Conduct a public hearing and consider possible action on the Planned Unit Development (PUD) request for the property known as Meadow Brook Planned Unit Development (PUD), 87.8 acres, more or less, of land, located off FM1660S.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

The proposed zoning is a Planned Unit Development (PUD) with a base zoning district of Single Family (SF-2) and Commercial (B-2). The purpose of the rezoning is to allow for a moderately dense residential development with private amenities and small, neighborhood-serving commercial development. The PUD will include both single-family detached homes on 50ft to 60ft lots and attached townhome units, providing for both move-up homes and attainable housing options in the same neighborhood, in substantial compliance with the Hutto 2040 Comprehensive Plan's definition of a 'Neighborhood Activity Center' allowing for a combination of diverse residential and nonresidential uses in a compact, neighborhoodscale design to create a walkable environment.

WEST:Undeveloped ETJ
NORTH: Cottonbrook Neighborhood - under construction
EAST: Undeveloped ETJ
SOUTH: Undeveloped, zoned single-family and ETJ property

SUMMARY OF REQUEST:

The current proposal is to develop the tract with attached and detached residential units with a maximum density of approximately 7.55 units per acre. This is within the allowed density of 4-20 units per acre provided in the Comprehensive Plan designation. With the floodplain at the south of the tract and lack of access to any other major collector or arterial, the desired 50/50 split between residential and commercial uses will not be fully attained although commercial is provided along FM1660S outside of the floodplain. Currently, the concept plan allows for a total of 520 residential units.

The proposed PUD has provisions in the residential standards to ensure the mix of single-family and townhome products are walkable and share in meaningful open spaces spread out throughout the community with connectivity to the larger open space to the south of the tract.The modified street standards provide street trees and maximize pedestrian connections and provide some street parking.The townhomes will front onto shared open spaces with garages accessible by 20ft alleys, with provision of up to 25ft of pavement if the alley doubles as fire lane access. In addition, the concept plan provides for continued connectivity to the adjacent tracts as required in the Unified Development Code.

Voluntary annexation will be completed with this proposal.

STAFF REVIEW:

18 property owners within 600’ were notified of the request. Staff has not received any responses at the time of the published packet.

The PUD request meets the PUD criteria as outlined below:

The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
The PUD does not have a significantly greater burden on the city’s existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Staff finds that the proposed Meadow Brook PUD meets the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that the Commission recommend approval of the proposed district to City Council.
Staff recommends approval of the Meadow Brook PUD with the condition of adding the minor modification is updated to reflect a 10% cumulative revision will suffice for a minor modification.

FISCAL NOTES:

Fiscal Notes are not applicable for this zoning and public hearing request.

AGENDA ITEM REPORT
5.4.

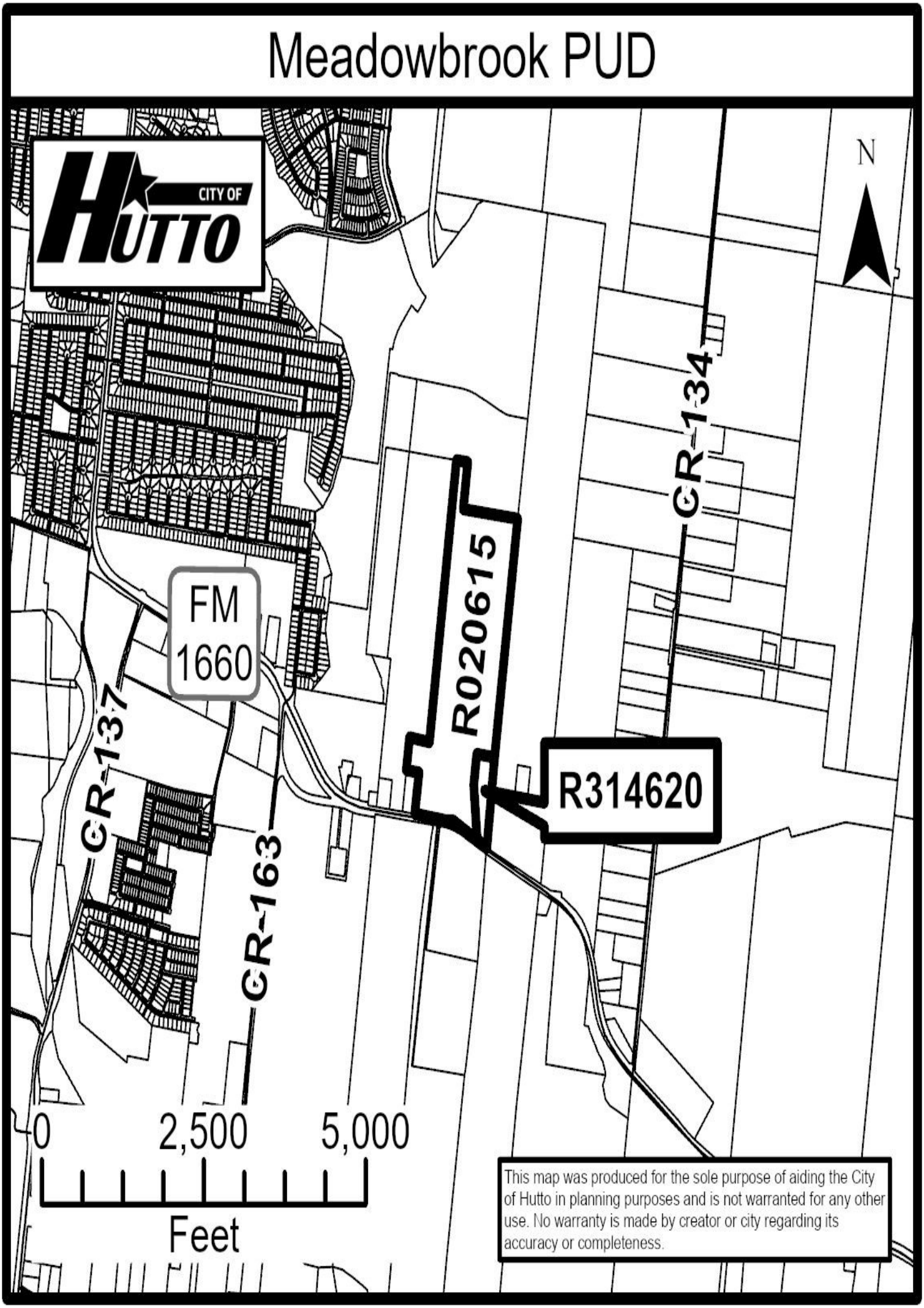
POLICY IMPLICATIONS:

None with this item.

ATTACHMENTS:

1. Meadowbrook_PUD_Newspaper_Map
2. Meadow Brook PUD_230927
3. Illustrative Plan_230803

Meadowbrook PUD



Meadow Brook PUD

City of Hutto
Planned Unit Development

September 27, 2023

Developer: COLUMNAR

MB Hutto, LLC
c/o John Landwehr
Columnar Investments
PO Box 243
Parker, CO 80134

LIONHEART

1. General Provisions

A. Title

This ordinance is known as the "Meadow Brook" Planned Unit Development Ordinance and may be cited as "Meadow Brook PUD".

B. Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC "Unified Development Code of the City of Hutto, Texas" ("UDC") in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the 2020 UDC, as amended.

C. Severability

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

D. Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Development Services Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

E. Modifications to PUD

Modifications of the Concept Plan pertaining to (a) Private drives and trails; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) cumulative changes of less than ten percent (10%) in the size of any section or phase shown on the Concept Plan, shall be considered "Minor Modifications" over which the City's Development Services Director has final review and decision-making authority.

In addition, the City may request modifications to the Concept Plan relating to streets and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City's Development Services Director has final review and decision-making authority. All other changes to the Concept Plan that are not Minor Modifications shall be considered "Major Modifications."

Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner's expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

Minor Modification the Concept Plan allowed by this Development Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Concept Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an

amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

F. Definitions

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

G. Intent

The Meadow Brook PUD is intended to allow creativity, innovation, and flexibility in the application of diverse housing types that integrate a mixture of fee-simple lots including attached townhomes, and detached homes on 50' and 60' lots within the same master planned community. This mix in housing product provides much needed opportunities for home ownership at a variety of income levels and for a wide mix of households in an active and connected community anchored by a meaningful parks and open space system.

H. Criteria

The Meadow Brook PUD meets the following criteria for approval of a PUD as stated in Section 10.203.13.3 of the City of Hutto Unified Development Code.

- The PUD is consistent with the spirit of the community, neighborhood and other applicableland use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
- The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
- The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
- PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

2. Development Plan & Land Uses

A. Total Buildable Acres

The Meadow Brook PUD development site consists of 87.8 gross acres and 68.8 net acres of land. Net acres is defined as each acre within the boundaries of the PUD with the exception of the land area dedicated as right-of-way on the City's thoroughfare plan and open space. The Net Area calculations are illustrated in "Figure 1: Buildable Area Diagram"

Description	Acres
Gross Acres	87.8
Open Space	17.8
Rights of Way	1.2
Net Acres	**68.8**

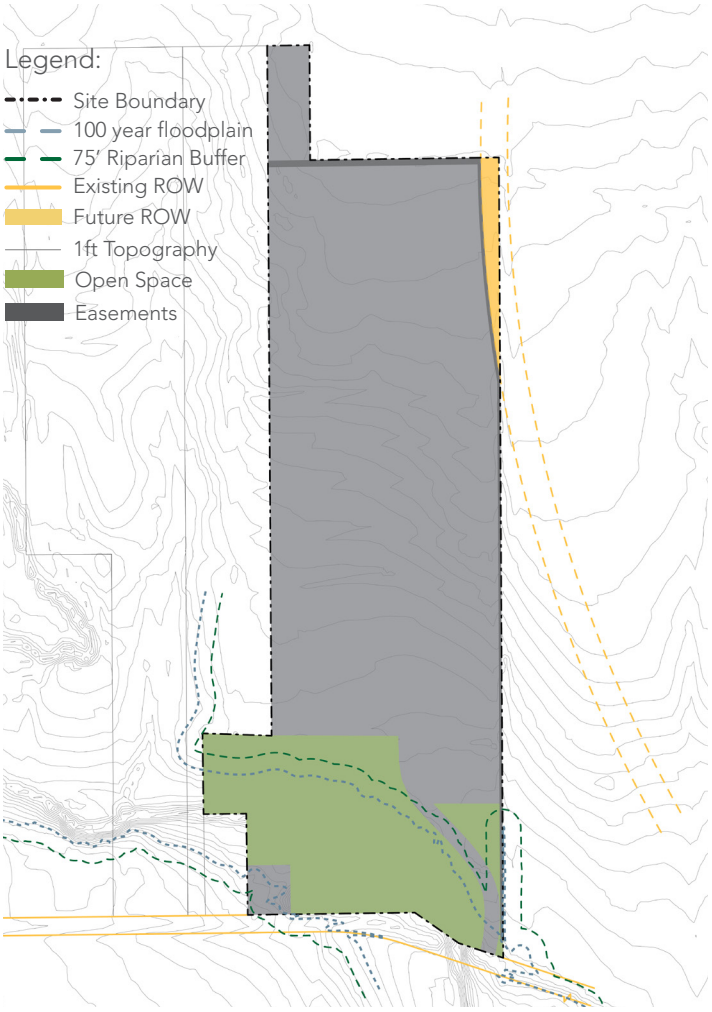


Figure 1: Buildable Area Diagram

B. Site Density

The Meadow Brook PUD includes a maximum of 520 units and a total net density of 7.55 units per acre.

Description	Acres
Maximum Units	520
Net Acres	68.8
Dwelling Units per Net Acre	**7.55 max.**

C. Riparian Buffer

No residential lots will be permitted to encroach into the riparian buffer. No structures within the open space area will be constructed within the Riparian Buffer. In order to support access to neighborhood services along the adjacent highway, a commercial lot has been identified within the riparian buffer. Commercial structures will be permitted within this area as long as they comply with all regulations applicable to development within a floodplain.

D. Base Zoning

For the purpose of addressing any development regulation or conditions not modified within this PUD, Single Family 2 (SF-2) and Commercial General (B-2) base zoning districts shall be utilized. The base zoning districts shall apply as illustrated in Exhibit B: Meadow Brook Land Use Plan.

E. Land Use Plan

Exhibit B: Meadow Brook Land Use Plan is conceptual in nature and is intended to convey the general vision for the various product types and how they will be configured. During the site development plan process, adjustments may be necessary to accommodate engineering and/or City considerations and comments, which have not been fully evaluated at this initial zoning stage. The Planning Director may administratively approve modifications to this plan, as long as the general design intent and principles remain consistent with the language of this PUD.

F. Land Use Areas and Descriptions

The Meadow Brook PUD is made up of two (2) Land Use Areas as depicted in "Figure 2: Land Use Diagram"and further described below.

Single Family-2 Residential

The single family-2 residential land use area is intended to be used for a range of detached and attached single family homes. All homes will be constructed on fee simple lots and made available for home ownership opportunities to a wide range of individuals and families with varying household sizes and income levels.

Base Zoning	SF-2
Acres	67.8
Max Units	520
Permitted Building Types:	Detached Single Family (50' Lots and 60' Lots); Attached Single Family

The allocation of building types within the Single Family-2 Residential Land Use Category are based on the maximum units allowed and shall comply with the following table. Development Standards for each building type are further defined in Section 3: Development Standards.

Building Type Allocation in SF-2

	Min. Units	Max. Units
Detached SF - 60' Lot	30	40
Detached SF - 50' Lot	160	230
Attached SF	100	250

Commercial Land Use Category

The commercial land use category is located along FM1660 and is intended for a wide range of retail uses, offices and personal and business services.

Base Zoning	B2
Max Acres	1
Permitted Uses	All uses permitted by the base zoning with the exception of the following: • Large Item Sales and Rental class 1 and 2 • Vehicle minor repair facility • Pawn Shops • Payday loans

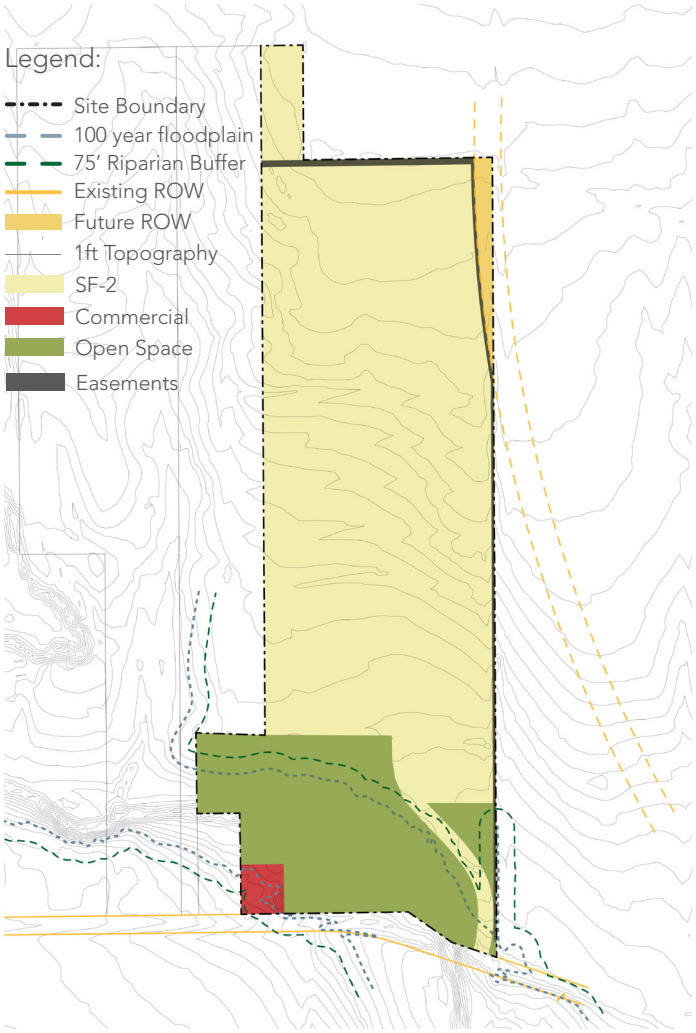


Figure 2: Land Use Diagram

3. Building Type Standards

DETACHED SINGLE FAMILY (50′ LOTS AND 60′ LOTS)

The detached single-family buildings refer to standalone residential structures, on separate lots, designed to accommodate a single household and providing privacy the residents.







Lot Standards

	50′ Lots	60′ Lots
Lot Area (min.)	5,500 Sf	7,000 Sf
Lot Width (at building line)	50 ft	60 ft
Lot Depth (min.)	115 ft	115 ft
Impervious Cover (max.)	60%	60%

Setbacks*

Front Yard (min.)	20 ft
Side Yard (min.)	5 ft
Rear Yard (min.)	10 ft
Side and Rear Yard (Accessory Building)	5 ft

Note: Accessory buildings are not permitted between the front building line of the primary building and the public right-of-way.

Note: Building spacing and setbacks will comply with adopted building and fire codes.

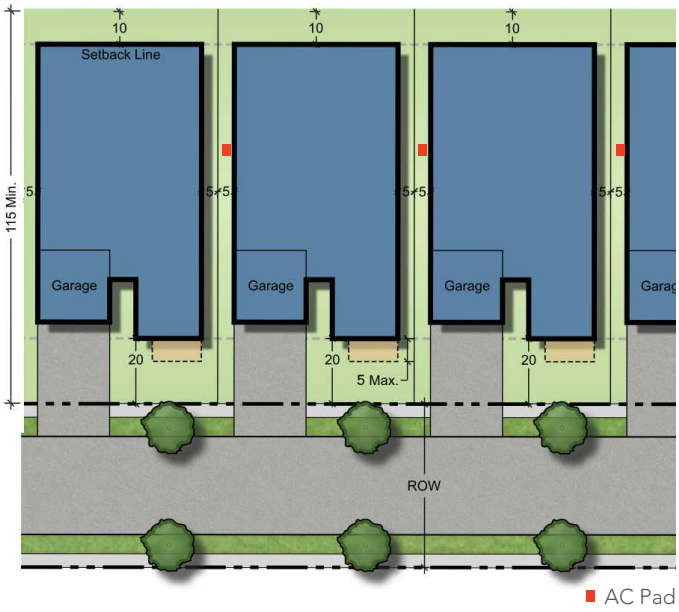
Building Standards

Space between buildings	10 ft
Building Height Max (Primary Building)	35 ft or 2-stories
Building Height Max (Accessory Building)	15 ft
Required Front Porch (min.)	5′ deep and 96 SF

Note: Building Height is measured consistent with City of Hutto Unified Development Code 2020 definition of height.

Parking per Unit

	50′ Lots	60′ Lots
Garage Parking Spaces (min.)	2	2

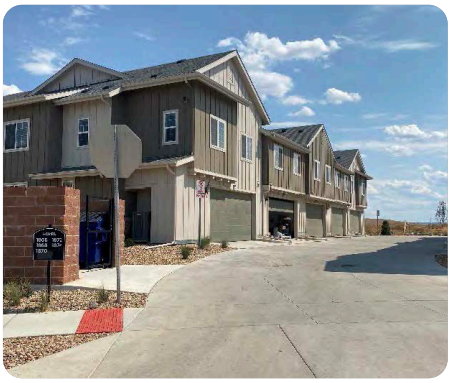


*Setback encroachment exceptions:

Air conditioning equipment is permitted in any part of the side and rear yard. Must be screened with landscaping from view and shall be placed on the identical side of adjacent units.
ADA ramps are permitted on any yard on the site as long as they do not impede pedestrian flow.
Retaining walls are permitted on any yard on the site.
Architectural Features, including bay windows, overhanging eaves, porches, and roof top eaves are permitted to encroach a maximum of 5′ into any required yard.

ATTACHED SINGLE FAMILY

The attached single family building type refer to residential units sharing common walls with neighboring units. They have individual entries and alley loaded two car garages.







Lot Standards

Lot Area (min.)	1,500 Sf
Lot Width (at building line)	20 ft
Lot Depth (min.)	80 ft
Impervious Cover (max.)	70%

Setbacks

Front (min.) (A)	20 ft
Side Yard (min.)	5 ft or 0 ft
Rear Yard (min.) (B)	5 ft

*Side setback of 0 feet is allowed only for internal attached buildings with a common wall.

Note: Building construction, and setbacks will comply with the International Residential Building Code and Fire Code.

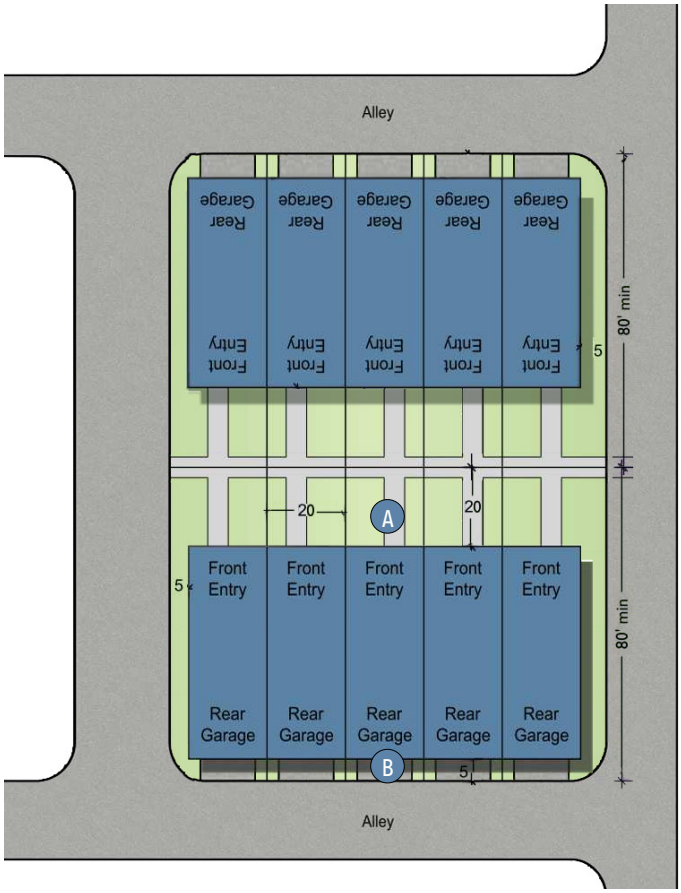
Building Standards

Space between buildings	0 ft / 10 ft*
Building Height Max (Primary Building) up-to peak	35' or 2-stories
Maximum number of attached units	6

Parking per Unit

Off Street Parking Spaces (min.)	2 per unit
Overflow and Visitor Parking (On-street) (Min.)	.5 per unit

Note: Required visitor / overflow parking areas must be located within 200' of the unit.



Air conditioning equipment is permitted in the rear yard.

4. Street Type Standards

RESIDENTIAL COLLECTOR

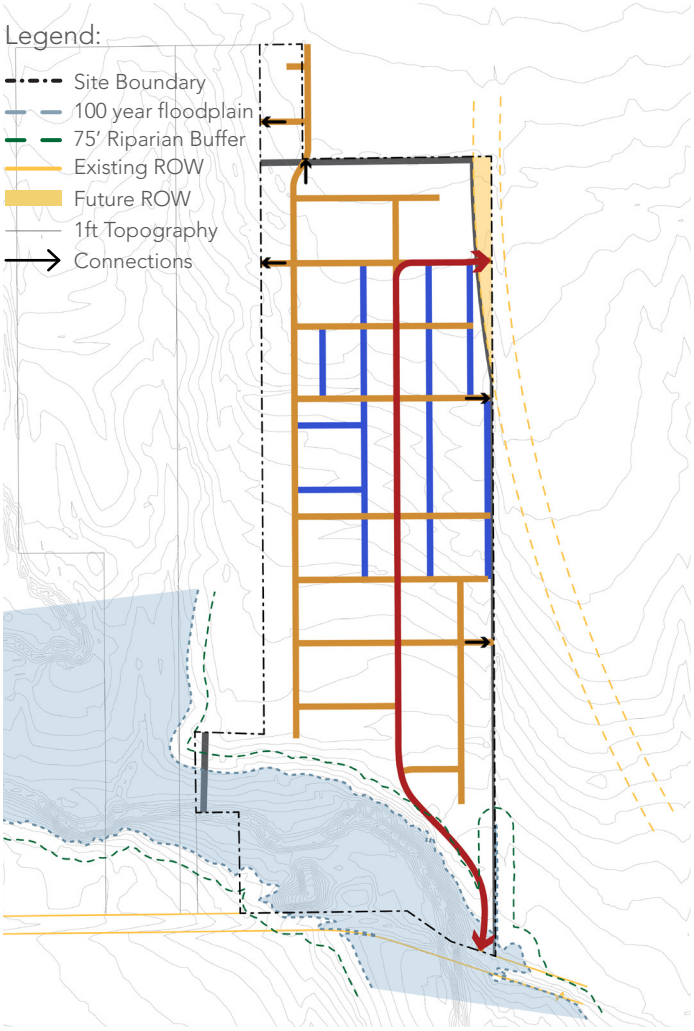
The Residential collector serves as the spine of the neighborhood and connects residences from the existing FM1660 to the planned future ROW.

RESIDENTIAL STREET

These streets are intended to provide access to the lots and operate at lower speeds, providing access to the collector street. Residential streets include room for parallel parking on one side of the street.

ALLEY

Alleys are pathways that provide rear access to parking garages and service areas. They are designed for vehicular access and waste collection while offering a less congested and quieter environment compared to other streets.



General Guidelines:

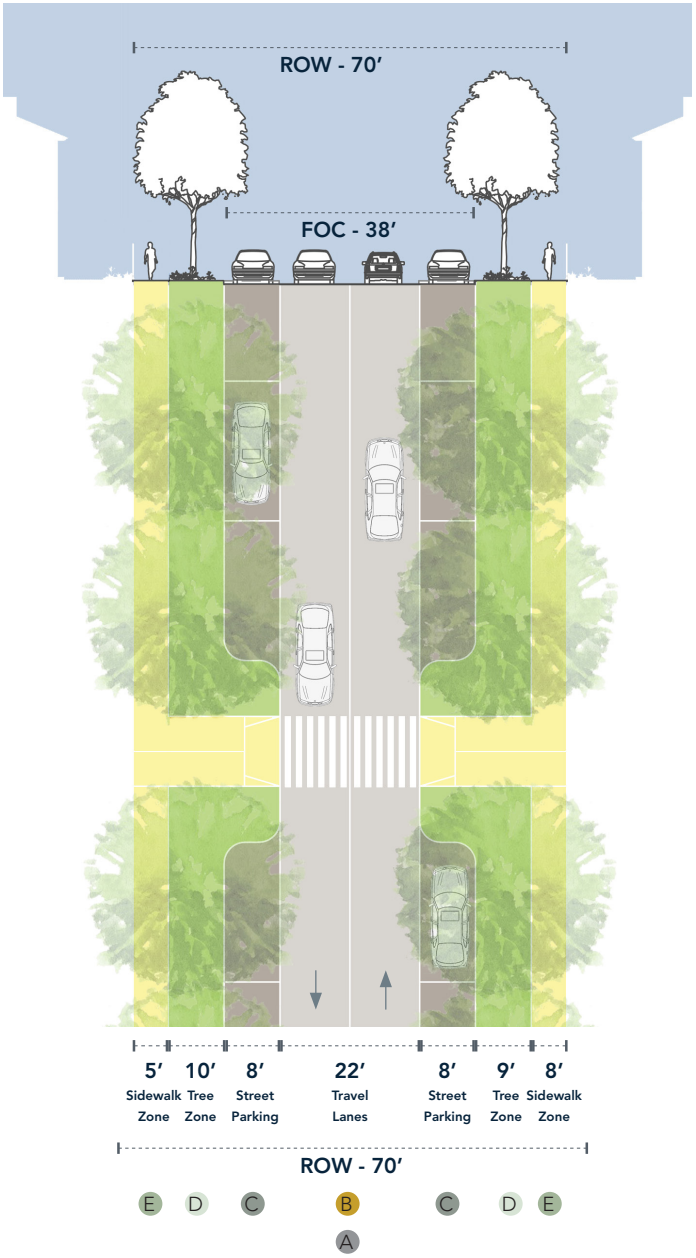
The precise alignment of the streets and alleys included in the Plan may be varied with City Development Services Staff approval.
Driveways may be reviewed and approved by the City of Hutto Development Services Staff at the time of site plan per the UDC 2020.
Sidewalks will be provided internally for pedestrian circulation from the parking areas to the individual units. Final configurations and alignments will be defined during the site plan development application process.

RESIDENTIAL COLLECTOR

The Residential collector serves as the spine of the neighborhood and connects residences to the rest of the transportation system of the City.

Street Standards		
A	Right-of-Way Width	70′
B	Travel Lanes	22′ total
C	Parking Lanes	8′ wide on street parking
D	Tree Zone	Trees 30′ on Center, 4″ Caliper
E	Sidewalk Zone	8′ Trail on one side and 5′ sidewalk on the opposite
	Tree Species permitted	Monterrey Oak, Bald Cypress, Red Oak, Red Maple





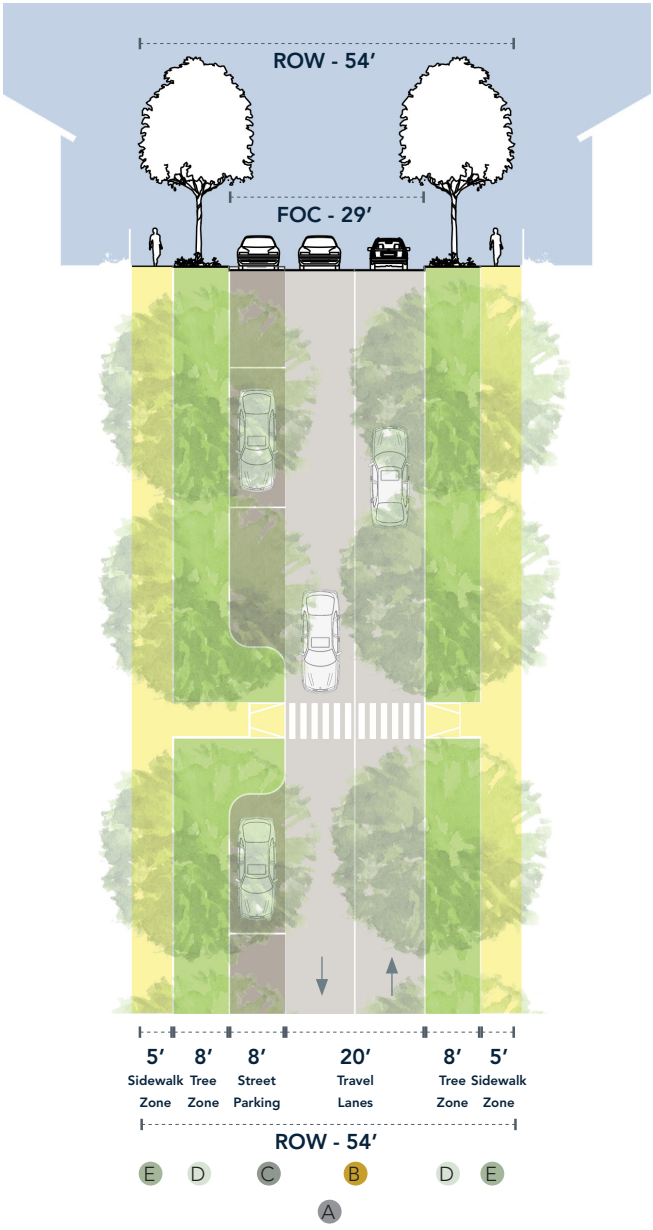
RESIDENTIAL STREET

These streets are intended to provide access to the lots and operate at lower speeds, providing access to the collector street.

Street Standards		
A	Right-of-Way Width	69′
B	Travel Lanes	20′ total
C	Parking Lanes	8′ wide
D	Tree Zone	Trees 30′ on Center, 4″ Caliper
E	Sidewalk Zone	5′ clear walking zone
	Tree Species permitted	Monterrey Oak, Bald Cypress, Red Oak, Red Maple

Note: Where open space is adjacent to the residential street the tree zone may be expanded and the sidewalk replaced with an 8′ walking trail.

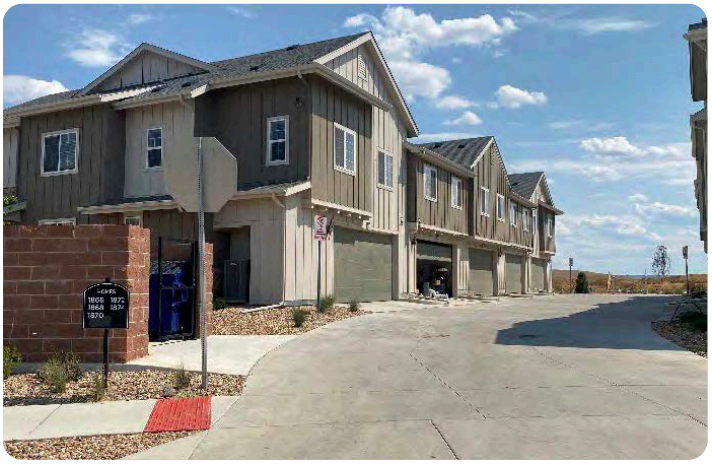


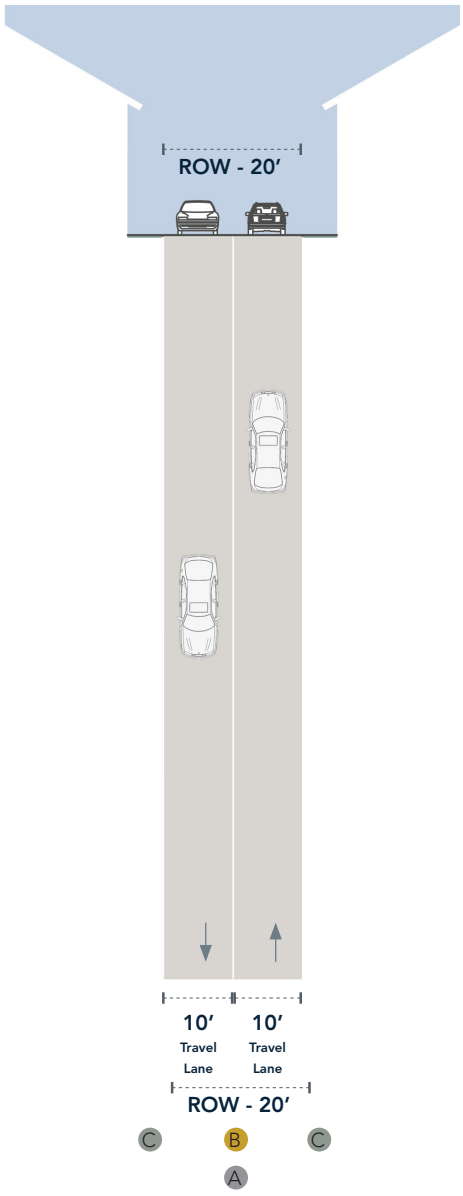


ALLEY

Alleys are pathways that provide rear access to parking garages and service areas. They are designed for vehicular access and waste collection while offering a less congested and quieter environment compared to other streets. Surface parking is not encouraged or permitted in alleys.

Street Standards		
A	Right-of-Way Width	20′
B	Travel Lanes	20′ total
	Note: If the Alley needs to be used for fire access, the ROW will be 25′	





5. Common Open Spaces

PASSIVE PARKS

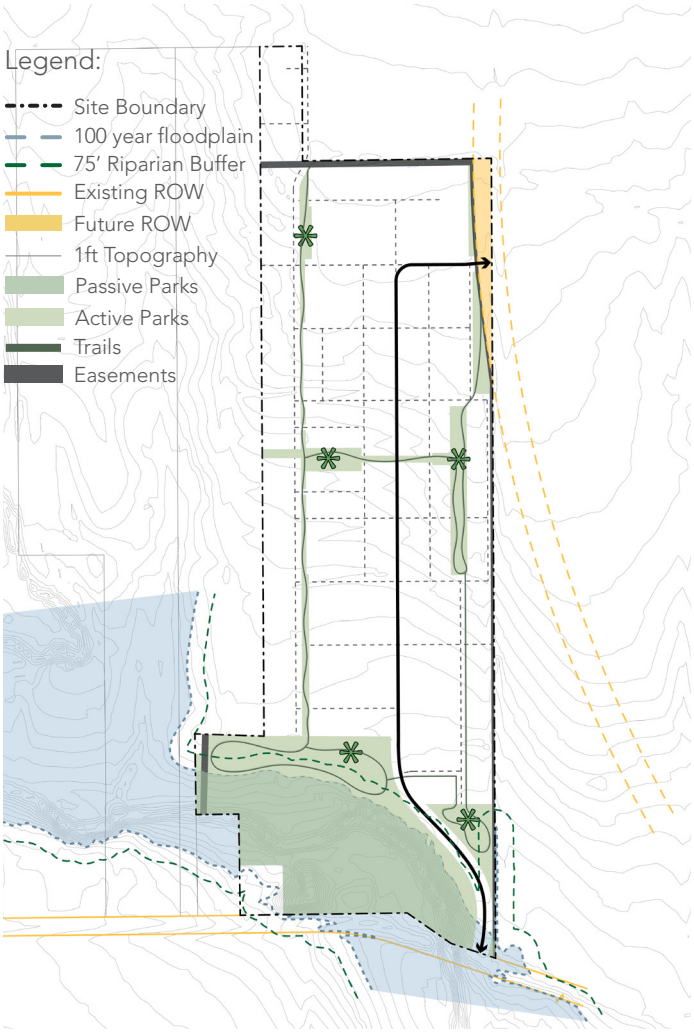
The passive park is made up of floodplain and riparian zones and is intended for passive recreation and wildlife viewing. These are informal spaces that may include trails and walking paths but are largely left in a natural state.

ACTIVE PARKS

Active parks are spread throughout the site and serve as a gathering place for social and recreational purposes. Active parks are developed with amenities and landscaped areas. All active parks will be maintained and operated by the HOA.

TRAILS

Trails are primarily natural linear open spaces for walking and biking, that serve to enhance connectivity between open space types and the residential uses.



Amenities:

An internal, private network of amenities will be provided within the community. Required amenities within active HOA maintained parks include:
- Pavilion
- Playscape
- Trails (Min. 1 mile)

In addition to required amenities at least 3 of the following amenities are required within Active Parks:

- Plaza
- Turf area
- Flex use lawn
- Picnic area, communal dining
- Seating
- Bathrooms
- Shade sails, structures or pavilion
- Dog park
- Sports court
- Signage
- Pedestrian amenities (drinking fountain, bike racks etc)
- Bird blind
- Hammock grove
- Trail gateway
- Pathways
- Pond
- Splash Pad
- Exercise Equipment
- Additional play equipment
- Outdoor Games
- Other recreational and park amenities as approved by the Director.

PASSIVE PARKS



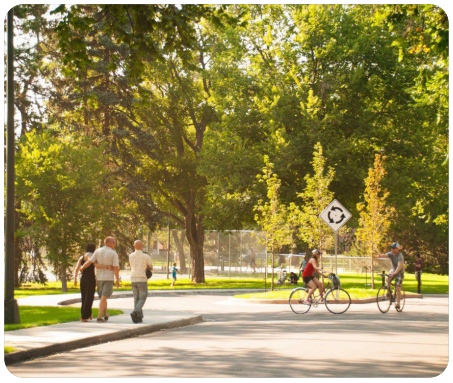


ACTIVE PARKS





TRAILS





6. Supplemental Standards

A. Landscaping

Landscape standards shall comply with the City of Hutto Landscape Standards Section 10.407 of the Unified Development Code 2020, except where modified by this PUD.

B. Lighting

Lighting standards shall comply with the Outdoor Lighting Standards Section 10.409 of the Unified Development Code 2020.

C. Signage

Signage shall comply with the City of Hutto Signage Standards Section 10.410 of the Unified Development Code 2020.

D. Fencing

Fencing shall comply with the City of Hutto fencing standards in Section 10.408 of the Unified Development Code 2020 with the following exception:

- Fences within the side or rear yard adjacent to a street, park, or trail must be no more than 3.5 ft. (42 in.) tall and at least 50% transparent.
- Acceptable types / materials of all fences are wood, wood frame, wire, ornamental, picket (wood, plastic), ranch (wood, plastic), privacy (wood, plastic), masonry, shrubbery hedge.

SITE METRICS	
Total Site Area	87.8 acres

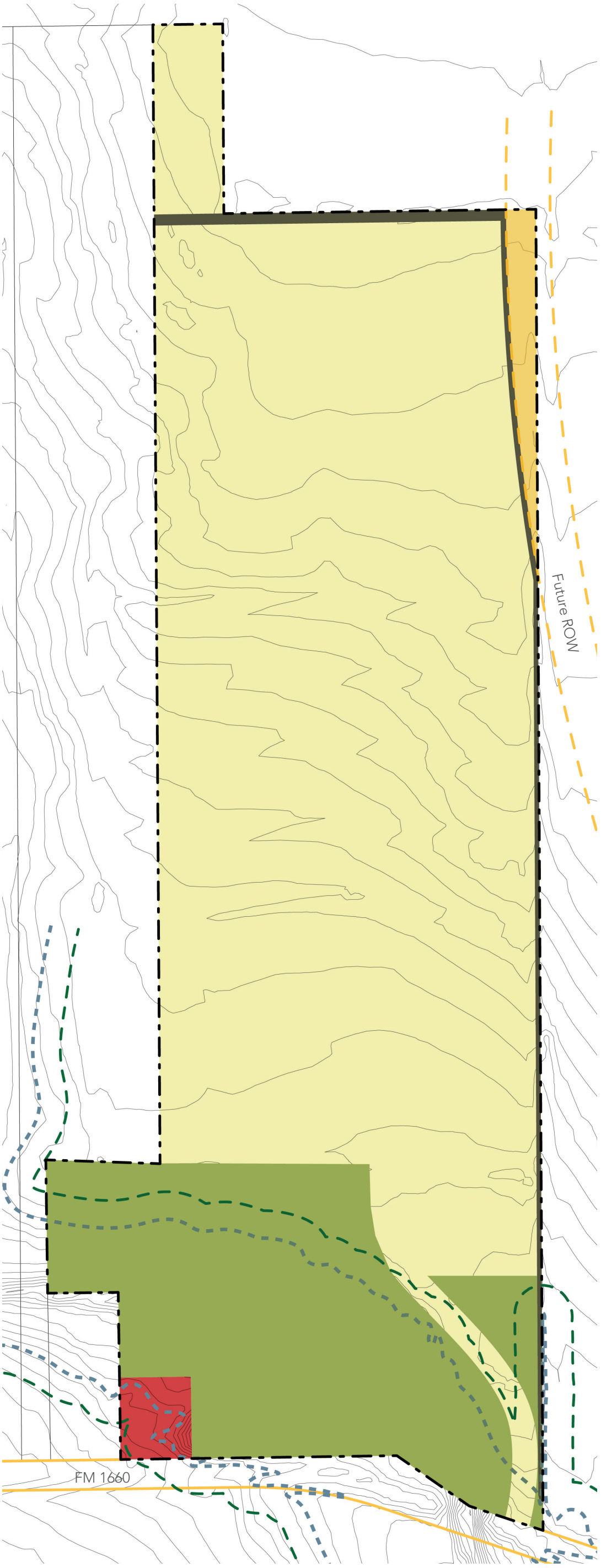
LAND USE SUMMARY TABLE		
	Acres	**Max Units**
Single Family 2 (SF-2)	67.8	520
Commercial	1	
Open Space	17.8	
Right of Way	1.2	
TOTAL	**87.8**	**520**

General Notes

1. All maximum allowable densities are subject to the Traffic Impact Analysis (TIA).
2. Maximum residential units are consistent with the Meadow Brook SER.
3. In order to achieve a diversity in for-sale homeownership opportunities, access to each lot may be provided from a public street, or public alley.
4. The following activities and structures are permitted within the 75' riparian zone:

   - Entrance Road
   - Commercial Structure
   - Trail construction

   All residential lots and associated structures and amenities will be located outside of the riparian zone.
5. The 100-year floodplain shown hereon was calculated utilizing City of Hutto drainage criteria and represents a fully developed 100-year discharge utilizing ATLAS 14 flow rates. A formal drainage study will be provided to the City of Hutto for review with the Preliminary Plan application.



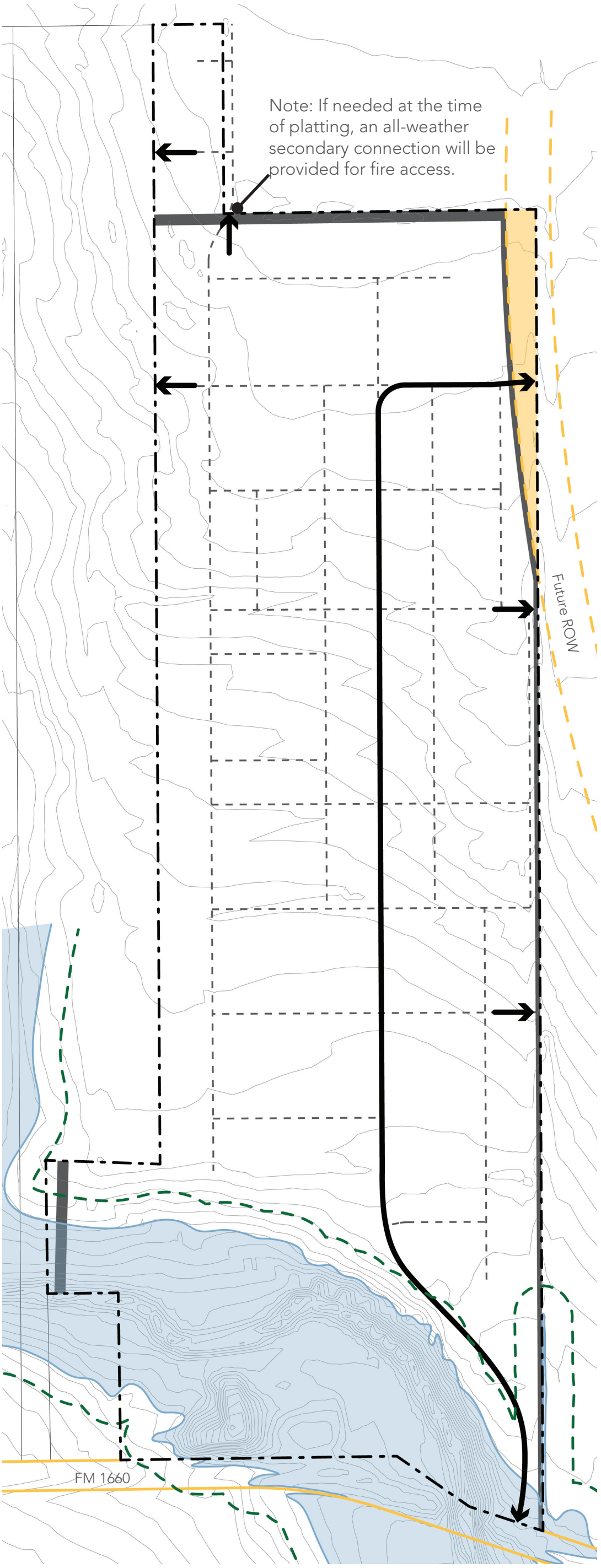
COLUMNAR
LIONHEART

EXHIBIT A: MEADOW BROOK LAND USE PLAN (PAGE 1)

SUBMITTAL DATE: 08/18/2023

General Notes

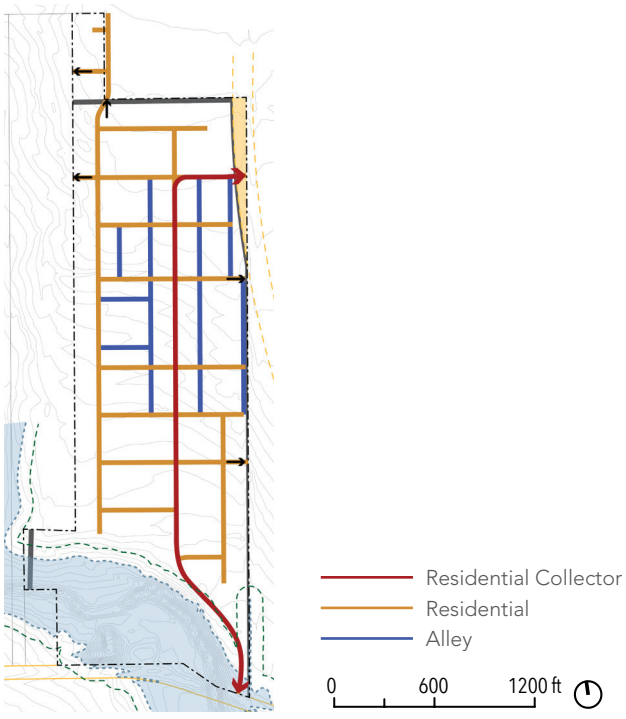
1. Road alignments are conceptual and subject to change.



COLUMNAR
LIONHEART

EXHIBIT B: MEADOW BROOK CIRCULATION PLAN

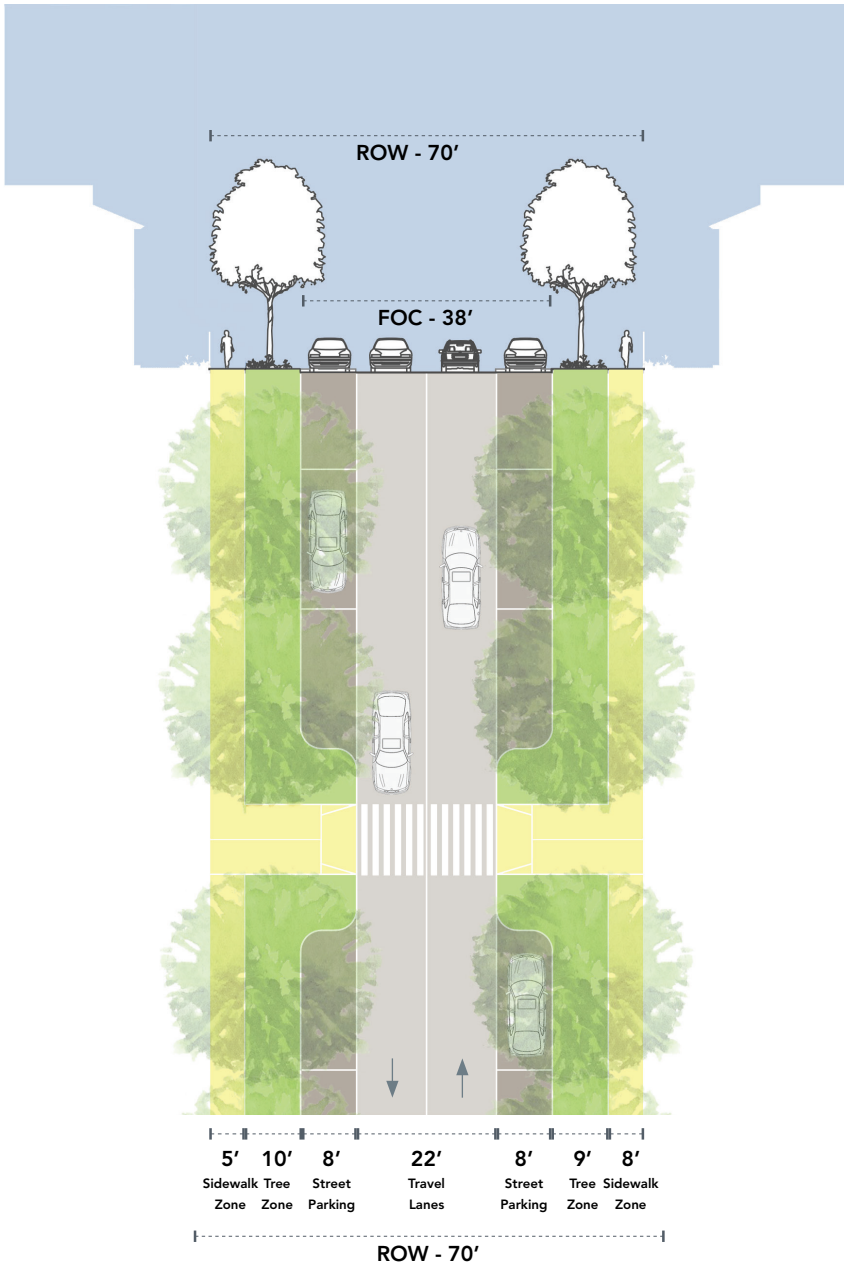
SUBMITTAL DATE: 08/18/2023



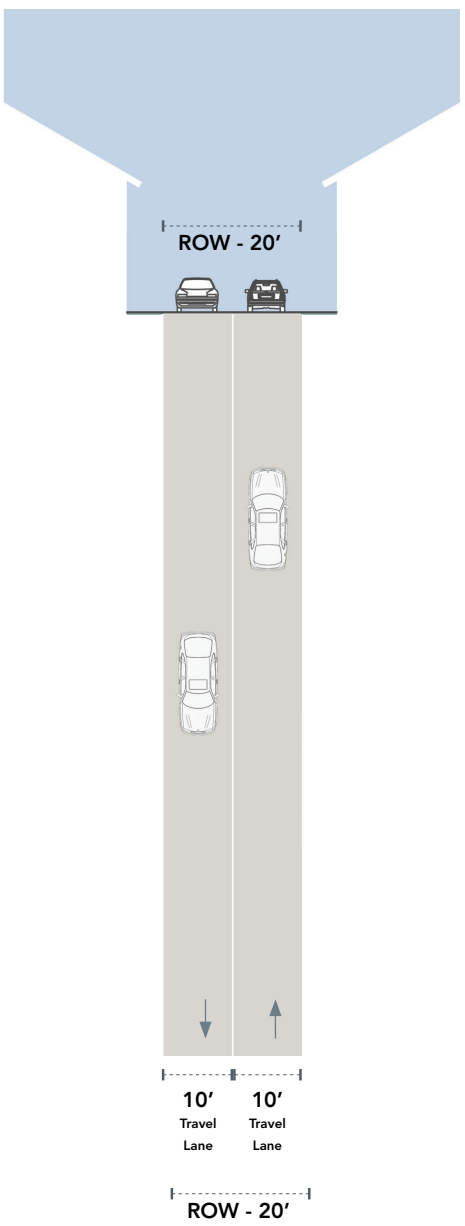
Key Map

General Notes

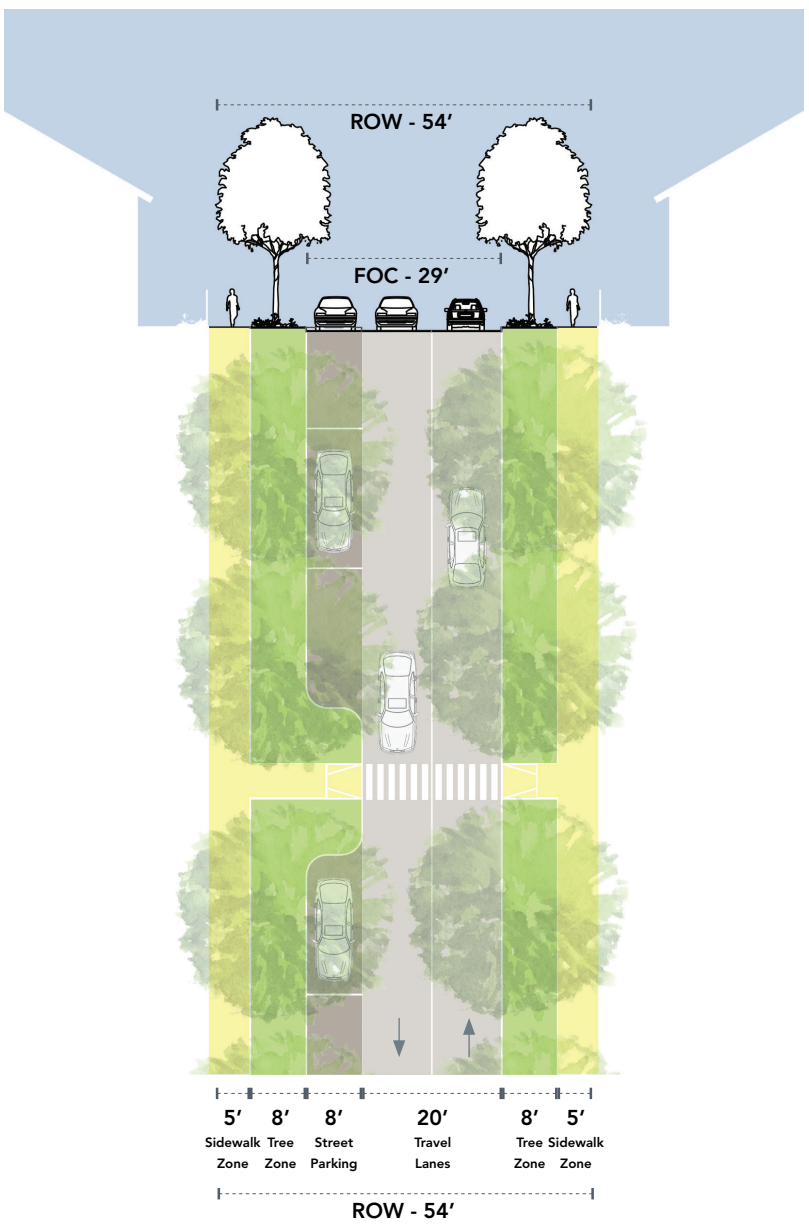
1. Road sections are preliminary and subject to change.
2. Street trees are approximately 30’ O.C.
3. Following trees can be used consistently across street sections: Monterrey Oak, Bald Cypress, Red Oak, Red Maple.
4. Where open space is adjacent to the residential street the tree zone may be expanded and the sidewalk replaced with an 8’ walking trail.
5. If the Alley needs to be used for fire access, the ROW will be 25’



RESIDENTIAL COLLECTOR



ALLEY

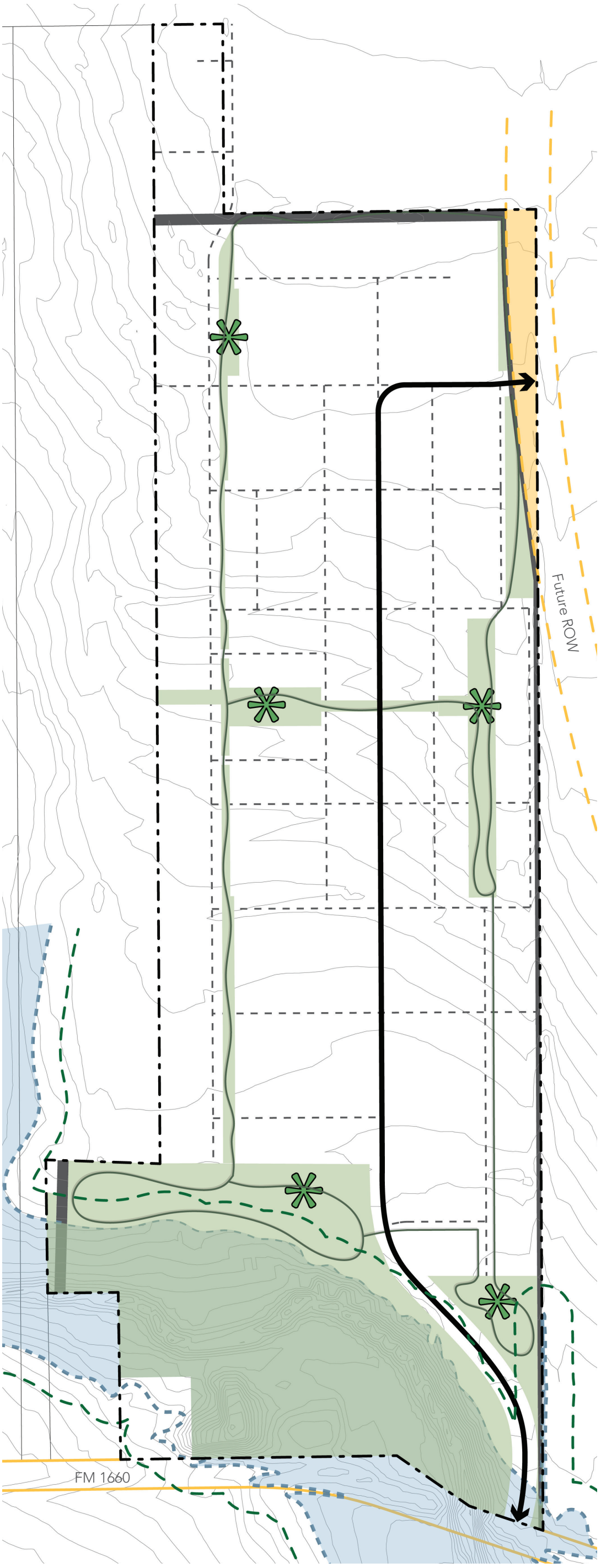


RESIDENTIAL STREET

REQUIRED PARKLAND	
Park Type	**Min. Acres**
Passive	10 acres
Active	8 acres
TOTAL	**18 acres**

General Notes

1. The location, size, and orientation of active parks may change as long as the following standards are met:
    - An active park is provided within 1/4 mile of each residence.
    - Required amenities identified in the Meadow Brook PUD are constructed.



Legend:

- Site Boundary
- Atlas-14: 100 year floodplain
- 75' Riparian Buffer
- Existing ROW
- Future ROW
- Easements
- 1ft Topography lines

Parks:

- Passive Parks
- Active Parks
- HOA Parks
- Trails
- Residential Collector
- Streets / Alleys

COLUMNAR
LIONHEART

EXHIBIT C: MEADOW BROOK OPEN SPACE PLAN

SUBMITTAL DATE: 08/18/2023



MEADOW BROOK ILLUSTRATIVE PLAN

08.03.2023

LIONHEART

0’ 75’ 150’ 300’

AGENDA ITEM REPORT
5.5.

To:	Planning and Zoning Commission
Subject:	Conduct a public hearing and consider possible action on the CoOp Planned Unit Development Amendment, 35.102 acres, more or less, located on US 79 West at CoOp Blvd.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

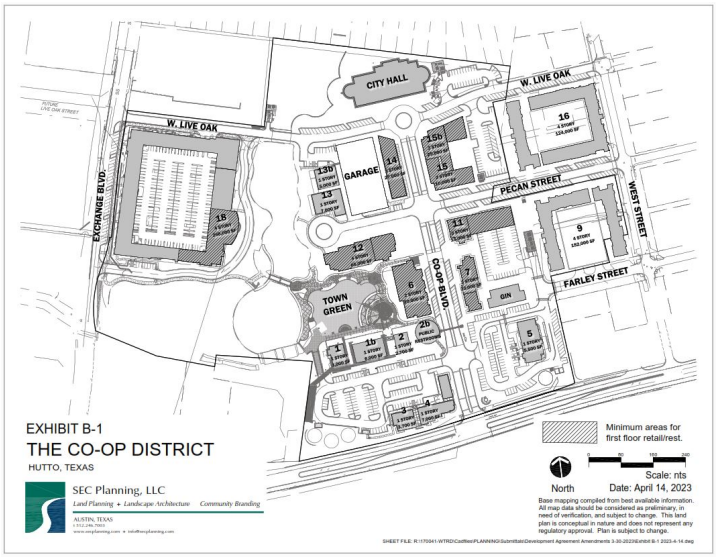
The CoOp site is partially developed with civic, commercial, and open space amenity areas. The purpose of the amendment is the bring this existing Planned Unit Development (PUD) into compliance with the Amended Development Agreement approved by City Council on May 4, 2023 to expand the list of prohibited uses, set density expectations, reduce compact parking to 10%, and define some retail placement within the development.

North: Existing residential
East: Old Town Hutto, Historic District
South: Commerical and Light Industrial uses, US79 West ROW
West: Zoned Commercial (B-1 and B-2)

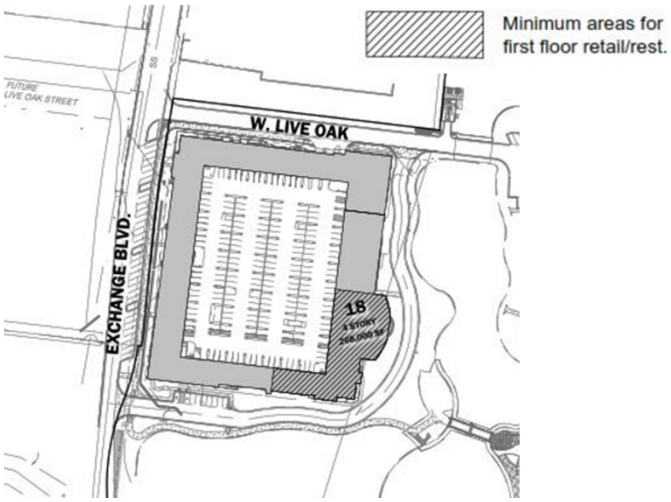
SUMMARY OF REQUEST:

The plan is modified, as attached, in the following areas:

- Concept Plan modifications are limited to 20% cumulative for the size of sections of phase.
- The PUD shall also require the following provisions within the Plan:
    - All buildings not yet constructed or under construction must be at least two-stories, except as set forth in No. 2 below, or except with a Special Use Permit.
    - Single-story restaurants shall be allowed that either front, or back up to, the lake or town green.
    - Multifamily-projects (other than Tract 6 of Exhibit C), may be constructed within the Co-Op District so long as the first floor of all buildings as specifically identified on the diagram below are restricted to retail/restaurant/entertainment uses, except via Special Use Permit. Exceptions to these frontage requirements are allowed for entry drives to internal parking, stairwells, leasing offices, and convention space



- Live/work units, or dedicated stand-alone condominiums, or spaces that have an office appearing front facade that can function as a place to conduct business and reside, may be allowed on the first floor of buildings with consent of the City Council for the sections that are not primary retail, dining or entertainment corridors, such as Farley Street east of Coop Blvd, or sections of Pecan or West Street.
- All allowed uses in the Planned Unit Development (PUD) (save and except Prohibited Uses as set forth in Section 2.2 of this PUD, including office space and multi-family uses, can occupy space on the second floor and above anywhere within the boundaries of the PUD.
- Buildings constructed within the Project may be constructed using zero-lot lines (no setbacks) as a basis for increasing density within the Project.
- Tract 6 of Exhibit C shall contain a fully wrapped urban style project wrapping a parking garage for both resident, visitor and public uses, and includes first floor or street level uses for dining, retail or entertainment uses as located on the below diagram:



- During construction throughout the Co-Op District, temporary parking lots shall be allowed with an amended and approved site plan.
- The current rules and ordinances allow for sip and stroll of alcoholic beverages (open containers in public) and that there are no prohibitions or restrictions with regard to proximity of alcohol sales to church or education facilities beyond what is accounted for in State law. The Project will have the right to continue sip and stroll and future restrictions that may be enacted by the City in regard to proximity of alcohol sales to church or educational facilities shall not apply.
- Permitted uses within the boundaries of the PUD are as listed in the land use table with an expanded list of prohibited uses.

STAFF REVIEW:

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project more appropriate and desirable that what would result from strict application of the UDC. Development standards are required for a parcel that would be developed as a PUD. Staff has reviewed the proposed PUD development standards against the required criteria and this PUD is compliance with each item.

The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.

The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Staff finds that the proposed PUD Amendment for the Co-op District meets the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that the Commission recommend approval of the proposed district to City Council.

FISCAL NOTES:

None with this amendment.

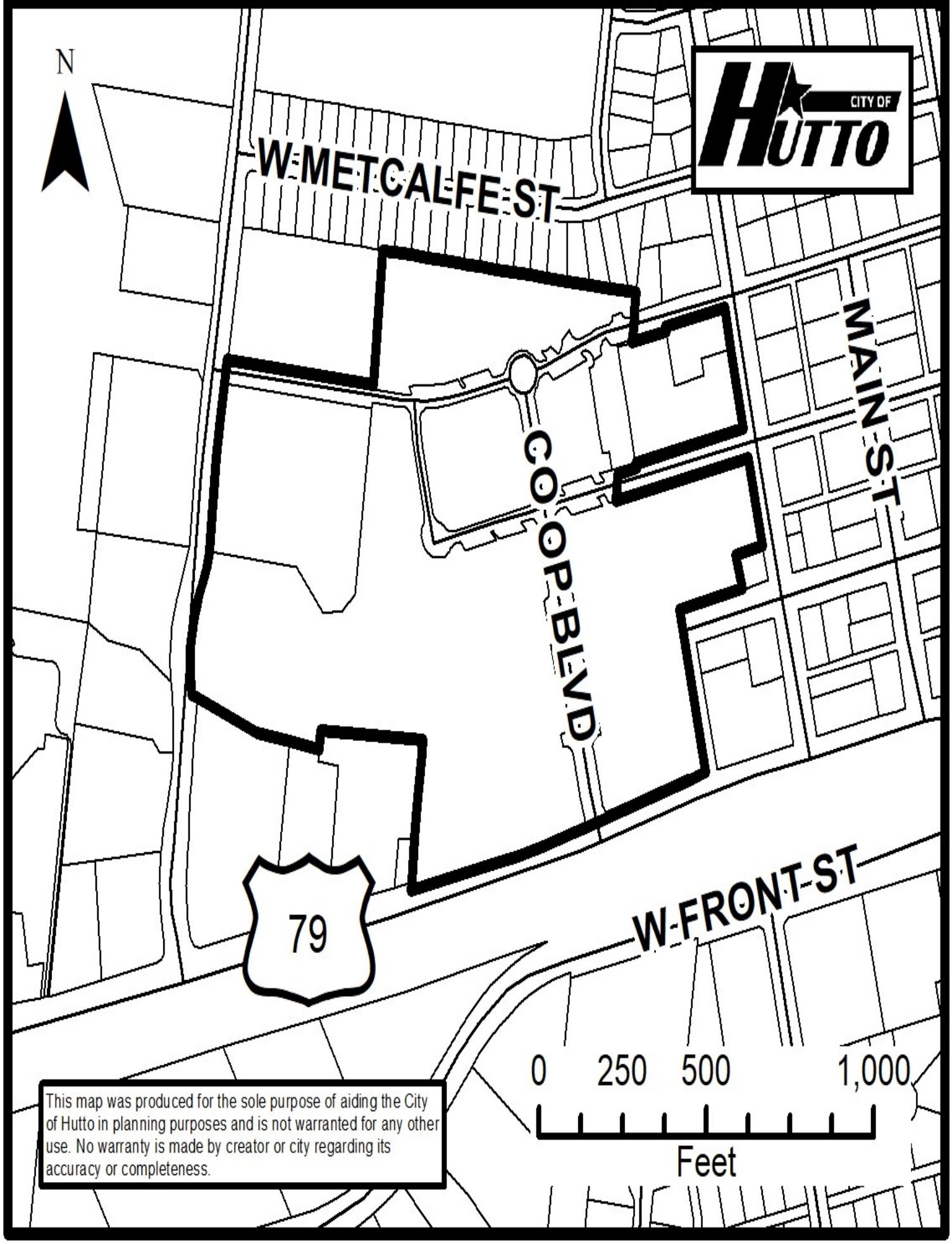
POLICY IMPLICATIONS:

None with this amendment.

ATTACHMENTS:

1. Co_Op_District_PUD_Amendment_2_Newspaper_Map
2. LOI
3. CO-OP PUD Amendment 2 8-09-2023
4. CoOp Amended and Restated Agreement 5.4.23-001 Recorded

Co-Op District PUD Amendment #2 (35.1021 acres)



SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
CLIENT-CENTERED THINKING™

June 21, 2023

Ashley Bailey, Director
City of Hutto Planning Department
210 U.S. 79 East Suite 103
Hutto, TX 78634

Re: The Co-op District Planned Unit Development (PUD) Amendment #2

Dear Ashley,

Please find enclosed a zoning application to amend the currently approved PUD for the Hutto Co-op District. The PUD is being amended to expand the list of prohibited uses per recent negotiations regarding the CO-OP Development Agreement.

If you have any questions or need additional information regarding the zoning amendment, please do not hesitate to contact me. Thank you for your assistance in processing this zoning request.

Sincerely,



Mark Baker, ASLA
Principal

Hutto Co-op

City of Hutto, Texas
Planned Unit Development (PUD)

Exhibit A
Development Plan

September 8, 2017
Revised September 28, 2017
Revised October 10, 2017
Revised November 28, 2017
Revised March 12, 2019
Revised May 24, 2023
Revised August 9, 2023

Applicant: **79 HCD Development, LLC**
15443 Knoll Trail Road
Suite 130
Dallas, Texas 75248

Prepared by: **SEC Planning**
4201 W. Parmer Lane
Building A, Suite 220
Austin, TX 78727

Table of Contents

1. GENERAL PROVISIONS

1.1 Title……
1.2 Purpose and Intent…….
1.3 Applicability of City Ordinances……..
1.4 Severability……
1.5 Amendments to Ordinance…….
1.6 Definitions……..

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD…….
2.2 Use Descriptions and Standards…….

3. DEVELOPMENT STANDARDS

3.1 General Standards……..
3.2 Site Design Standards……
3.3 Architectural Standards……
3.4 Landscaping…….
3.5 Streets……
3.6 Common Open Space……
3.7 Walls and Fencing…….
3.8 Outdoor Lighting……
3.9 Signs……..

4. Exhibits

Legal Description – Exhibit B
Land Use Plan-Exhibit C
Open Space Plan-Exhibit D
Transportation Circulation Diagram-Exhibit E
Street Cross Sections-Exhibit F
Plant Palette-Exhibit G

1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the "Hutto Co-op District" Planned Unit Development Ordinance and may be cited as "Hutto Co-op" PUD.

1.2 Purpose and Intent

The purpose of this Plan is to ensure a PUD that creates a vibrant mixed use district as well as: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the Old Town Master Plan 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

1.3 Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC "Unified Development Code of the City of Hutto, Texas" ("UDC") in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the UDC.

1.4 Severability

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

1.5 Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Planning Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to (a) roadway and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than cumulative twenty percent (20%) in the size of any section or phase shown on the Concept Plan, shall be considered "Minor Modifications" over which the City's Planning Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City's Planning Director has final review and decision-making authority.

All other changes to the Concept Plan that are not Minor Modifications shall be considered "Major Modifications." Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner's expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

Minor Modifications to the Concept Plan allowed by this Development Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Concept Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.6 Definitions

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD

The purpose of the Plan is to provide a mixed-use, walkable development including retail, office, restaurant, entertainment, civic and residential uses. **Exhibit C**, illustrates the location of the Plan area and the proposed land use blocks in relation to the adjacent existing and planned facilities.

The Plan consists primarily of retail, high density residential, entertainment, restaurant, civic and office components. Design requirements dictate that the uses generally be oriented to the street and linked together by pedestrian elements such as walking trails, pedestrian plazas and storefront sidewalks.

The PUD shall also require the following provisions within the Plan:

2.1.1 All buildings not yet constructed or under construction must be at least two-stories, except as set forth in No. 2 below, or except with a Special Use Permit.

2.1.2 Single-story restaurants shall be allowed that either front, or back up to, the lake or town green.

2.1.3 Multifamily-projects (other than Tract 6 of Exhibit C), may be constructed within the Co-Op District so long as the first floor of all buildings as specifically identified on the diagram below are restricted to retail/restaurant/entertainment uses, except via Special Use Permit. Exceptions to these frontage requirements are allowed for entry drives to internal parking, stairwells, leasing offices, and convention space.

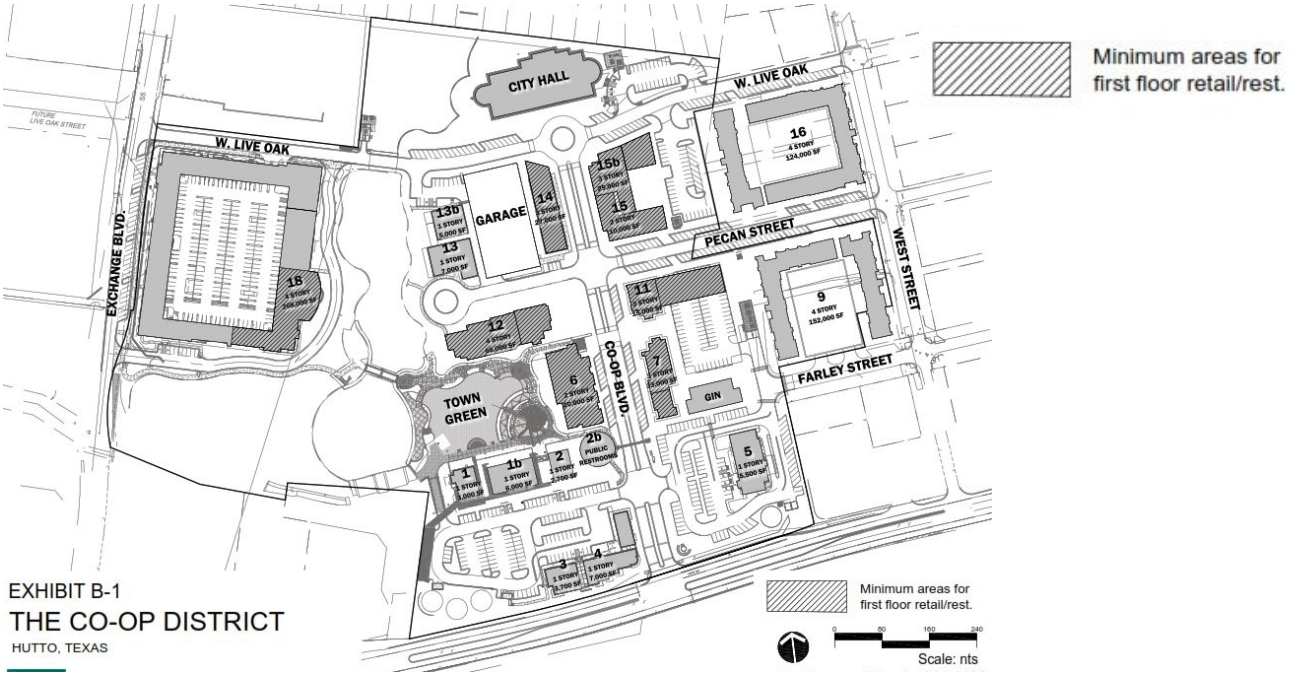


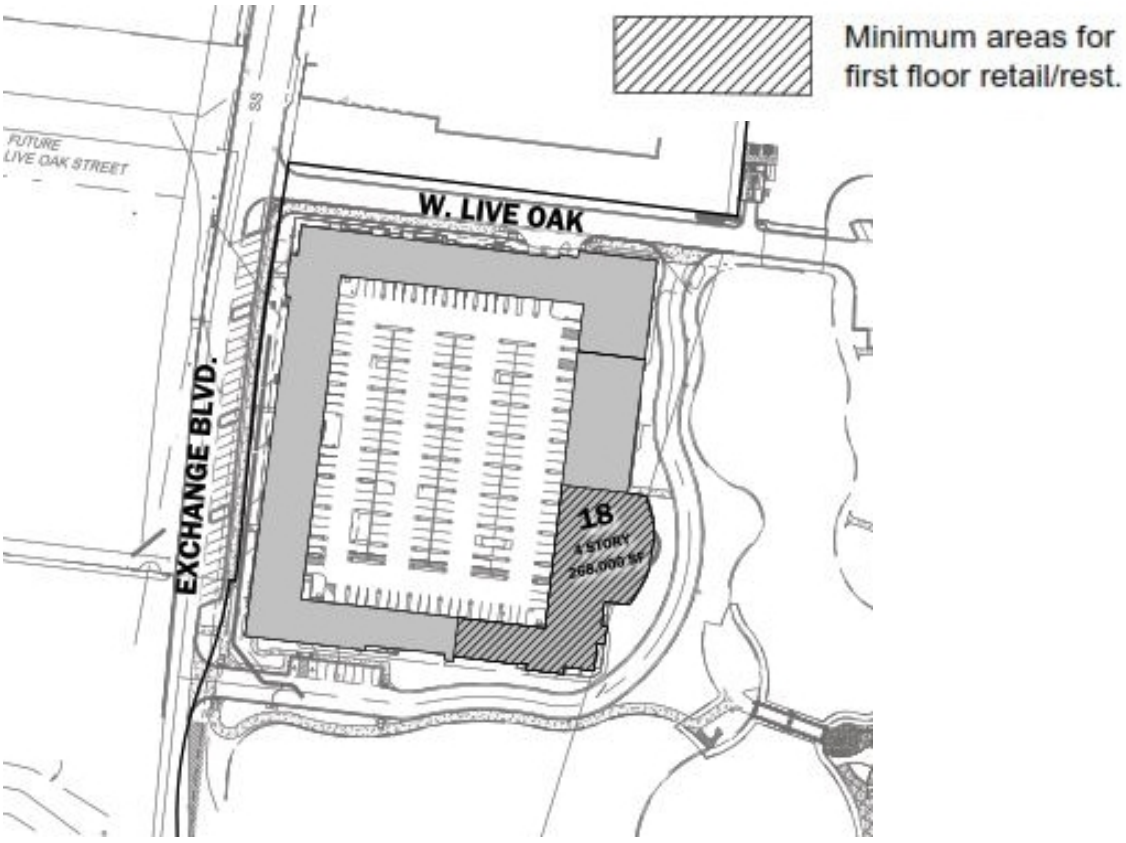
EXHIBIT B-1
THE CO-OP DISTRICT
HUTTO, TEXAS

2.1.4 Live/work units, or dedicated stand-alone condominiums, or spaces that have an office appearing front facade that can function as a place to conduct business and reside, may be allowed on the first floor of buildings with consent of the City Council for the sections that are not primary retail, dining or entertainment corridors, such as Farley Street east of Coop Blvd, or sections of Pecan or West Street.

2.1.5 All allowed uses in the Planned Unit Development (PUD) (save and except Prohibited Uses as set forth in Section 2.2 of this PUD, including office space and multi-family uses, can occupy space on the second floor and above anywhere within the boundaries of the PUD.

2.1.6 Buildings constructed within the Project may be constructed using zero-lot lines (no setbacks) as a basis for increasing density within the Project.

2.1.7 Tract 6 of Exhibit C shall contain a fully wrapped urban style project wrapping a parking garage for both resident, visitor and public uses, and includes first floor or street level uses for dining, retail or entertainment uses as located on the below diagram:



2.1.8 During construction throughout the Co-Op District, temporary parking lots shall be allowed with an amended and approved site plan.

2.1.9 The current rules and ordinances allow for sip and stroll of alcoholic beverages (open containers in public) and that there are no prohibitions or restrictions with regard to proximity of alcohol sales to church or education facilities beyond what is accounted for in State law. The Project will have the right to continue sip and stroll and future restrictions that may be enacted by

the City in regard to proximity of alcohol sales to church or educational facilities shall not apply.

2.1.10 Permitted uses within the boundaries of the PUD are as listed in the below land use table:

PERMITTED USES

Use	Conditions
Residential	
Multifamily	1
Dwelling: Single Household Attached Townhouse	2
Upper Story, above non-residential uses	
Assisted Living Facility (2nd floor and above)	
Independent Living Facility (2nd floor and above)	
Non-Residential	
Library	
Community Service	
Government Facilities	
Park	
Amenity/Recreation Center	
Commercial Parking	
Parking Garage	3
Restaurant/Bar	4
Food Catering (accessory or secondary to restaurant or bakery)	
Nightclub (with SUP)	
Entertainment facility, theater	
Outdoor Entertainment, including Amphitheater	

Live/Work Units	
Office: Professional	2nd floor and higher of 2 story or taller buildings. 1st floor of existing 1 story buildings.
Office: Medical	2nd floor and higher of 2 story or taller buildings. 1st floor of existing 1 story buildings
Personal and business service shop	
Print Shop	
Hotel / Boutique Bed & Breakfast	
Retail Sales and Service (other than the uses listed below)	
Grocery	
Bakery	
Bank	5
Vehicle Sales	6

Use-Non Residential	**Conditional Use**
Day Care: Child (1-6 children)	7
Day Care: Child (greater than 6 children)	7
School: no more than 5 students	
School: at least 6 students	
Public Utility Substation	
Bed and Breakfast	
Bus Stops	

Hospital	
Research and Development	
Data Center	

Temporary Uses

Temporary uses	
Construction equipment storage lot	
Construction field office	
Portable storage container	
Temporary building	
Temporary surface parking lot	8

Accessory Uses

Accessory uses	
Antenna, non residential use: other	
Free standing cisterns	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

Conditions of Use

(1) Multifamily
   (a) For individual residential projects exceeding 24 dwelling units per acre, all required residential parking shall be provided within a parking structure that is attached to the residential structure.
   (b) Buildings shall be oriented to the street or public green and parking (except for on street parking) shall be generally contained, as much as practical, internal to the multi family site with limited visibility from the surrounding streets.
   (c) Multi family uses may be incorporated into a vertical mixed use building with office or retail on the ground floor and multi family located above.

(2) Townhouse
   (a) Development standards not addressed in this Plan shall comply with the SF-2 zoning district of the Code, as amended.
   (b) Parking: A minimum of 2 parking spaces are required per unit. At least one (1) of the required spaces must be garage enclosed.
   (c) Units shall be oriented to the street or public green and be elevated a minimum of 18 inches from the adjacent sidewalk.
   (d) Garages shall be oriented towards an alley at the rear of the unit and the rear setback shall be measured from the edge of the alley.

(e) Single Family Attached homes shall be limited to a corridor a maximum of 250' wide as measured from the easternmost property line.

(3) Parking Garage
   (a) Parking structures that front onto a public street must have an architectural screen, green screen or other aesthetic treatment that complements the surrounding architecture and is approved by the Architectural Review Committee.

(4) Restaurant/Bar
   (a) Drive through facilities only allowed by special use permit (SUP). A maximum of 3 drive through lanes are allowed. Drive through facilities are limited to an area located within 300 feet of Highway 79.

(5) Bank
   a) Any drive thru facility associated with a bank must be designed so that there is an intervening building that effectively screens the drive thru area, including stacking spaces, from a public street. A maximum of 2 drive through lanes are allowed. Drive through facilities are limited to an area located within 300 feet of Highway 79.

(6) Vehicle Sales
   (a) All vehicles must be located inside the facility.

(7) Daycare
   (a) Daycare facilities may be integrated into an office complex or office building facility.

(8) Temporary Surface Parking Lot
   (a) Temporary surface parking lots may be located in areas where future parking garages are planned as an interim parking solution for overflow parking, special events and construction parking until parking requirements trigger the need for a parking garage.
   (b) Temporary parking lots shall be allowed to have one course of asphalt, a minimum of one and one half inches (1 ½) in depth
   (c) Temporary parking lots will be provided with parking lot lighting
   (d) Landscape screening and planting requirements will not apply to temporary parking lots.

2.2 Use Descriptions and Standards

Unless otherwise modified within this PUD, refer to the UDC for definitions of uses and standards for residential uses, commercial and retail uses, industrial uses, institutional and civic uses, temporary uses and accessory uses.

Prohibited Uses

Adult entertainment; Auto body repair shops; Automotive car wash; Automotive parts stores; Automotive service centers; Bank lobbies/bank branches (except for Co-op Building 300, Suite 302 approximately 1,706 square feet); Boat sales establishments; Building, electrical, or plumbing contractors; Building material sales with outdoor storage; Equipment rental, sales, or service (including heavy equipment, farm equipment, bulldozers, backhoes forklifts, cranes, etc.); Emissions inspection stations; Funeral homes or mausoleums; Heavy equipment and farm equipment sales and service, and truck rental; Lawnmower repair shops; Liquor stores (except as may be permitted in the Hutto Co-op District Amended and Restated Master Development Agreement); Log-splitting and storage lots; Manufactured homes; Mattress stores, Mobile home or mobile building leasing or sales lots; Machine or welding shops; Mini-warehouse facilities; New and used automobile sales and/or rental with outside storage of inventory; Pawn shops; Pest control businesses that store toxic chemicals on site; Payday Loans; Recovered materials processing; Motels that provide outside entries to individual units; Outdoor sales except via vendor permits; Outdoor storage of inventory; Self service laundries that are principal uses; Self-storage; Tattoo parlors; Taxidermists; Yard trimmings composting; Veterinarians.

Uses not listed in the "Permitted Use" table in section 2.1 shall be deemed prohibited unless determined to be appropriate under the conditions outlined for "New and Undefined Uses".

New and Undefined Uses

As commerce and technology evolve, new types of land uses will develop and forms of land use not anticipated may seek locations in the Co-op District. To provide for contingencies, the Planning Director will consider the appropriateness of an undefined use within the PUD area. Approval criteria include:

- Impacts of the use, including externalities and use of public services and infrastructure,
- The use is similar in nature and impact to a use listed and defined as a permitted use in the PUD.
- The use is consistent with the intent of a vibrant, mixed use district.
- The use conforms to the intent of the PUD, UDC and applicable plans
- The interpretation does not lower the protection given to the public by the PUD and UDC.
- The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and residential areas.

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area

	Multi family	Townhome	Commercial/ retail/office/ mixed use
Lot area (min)	20,000 sq. ft.	2,000 sq. ft.	10,000 sq. ft
Lot width at building line (min)	100 ft.	20 ft.	18 ft.
Minimum/Maximum Build to line street ROW	15/30 ft. (a)	15/30 ft.	15/30 ft. (a)
Side yard (min)	10 ft.	0 ft. for common walls or 5 ft. (b)	0 ft. for common walls or 10 ft. (b)
Rear yard (min)	10 ft.	6 ft.	5 ft.
Side and rear yard for accessory building (min)	Same as main Building (c)	Same as main building (c)	Same as main building (c)
Spacing between buildings (min)	20 ft.	10 ft.	10 ft.
Building height (min/max)	3 story/6 stories	1 story/3 stories	1 story/10 stories; 2 stories max. within 150 feet of existing residential
Building height, accessory (max)	15 ft.	15 ft.	15 ft.
Lot Coverage	80% (d)	80% (d)	95% (d)
Sidewalks (min width along streets)	8 ft. (e)	8 ft. (e)	15 ft. (e)

(a) The build-to line may be increased beyond the maximum setback to include parks, plazas, courtyards and other developed open spaces in the street yard.

(b) Side setback of 0 feet is allowed only for internal attached buildings with a common wall.

(c) Accessory buildings are not permitted between the front building line of the primary building and the public right of way.

(d) The buildable density on a lot shall be governed by the height, setback and lot coverage requirements only.

(e) Minimum sidewalk width between the building and the street curb and shall include walkways within the adjacent right of way per the street sections defined within this PUD.

3.1.2 Setback encroachment exceptions

Type of structure or use	Residential uses	Non-residential uses
Air conditioning equipment	Any part of the side and rear yard. Must be screened from view	n/a
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL	
Awnings / Galleries	No more than 3 ft. into front, side or rear setback; may hang over easements	May extend to within 2 feet from the edge of pavement within the right of way. 8 feet of vertical clearance required.
Bay windows, entry vestibules, overhanging eaves	No more than 3 ft. into any setback	
Ramps and other access devices required by the ADA	Any yard on the site as long as they do not impede pedestrian flow	
Retaining walls	Any yard on the site	
Silos	Any yard on the site	

3.1.3 Buffer yards

3.1.3.1 Landscape buffer yards shall be provided along the northern and southern boundaries of the PUD.

- Hwy 79: 20 ft. from Highway 79 right-of-way
- Northern property line: a solid masonry wall will be provided between the PUD boundary and the existing residential homes.
- A minimum of 30 feet of landscape area shall be provided around the perimeter of the detention pond/lake and shall be measured from the line of 25 year inundation to the edge of the open space. Exception allowed if the edge of the lake is a hard edge with a boardwalk or other hardscape design element oriented adjacent to the water.
- Landscape buffer yards shall be planted per the requirements of Section 3.4, Landscaping.

3.1.4 Screening

3.1.4.1 Loading area screening

Off-street loading areas must be fully screened from view from public streets and open spaces. Wing walls, landscape screens, changes in building orientation and/or other architectural elements must be used to buffer loading docks. Loading docks shall be located no more than 100 ft. from a single family residential use or lodging establishment.

Refer to Landscape, section 3.4 for planting requirements.

3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD must be located at least 25 ft. from a single family residential use. Dumpsters must be screened from public streets and pedestrian gathering areas with masonry walls and enclosure gates that are compatible with the architectural theme of the adjacent building(s).

Refer to Landscape, section 3.4 for planting requirements.

3.1.4.3 Parking lot screening

Parking lots that are visible from a public street must be screened from the adjacent street and walkway by a minimum 6 foot wide landscape area. Three and a half foot tall screen wall, shrubs, trees or a combination of the above may be placed in the 6 foot landscape screening area.

Refer to Landscape, section 3.4 for planting requirements.

3.1.4.4 Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.

Solar panels are exempt from mechanical equipment screening standards.

Refer to Landscape, section 3.4 for planting requirements.

3.1.4.5 Utility equipment screening

Electric meters, switch boxes, panels, conduit and related utility equipment must be placed in the most inconspicuous location possible. Where allowed by utility provider, paint all utility equipment to match adjacent building or landscape.

Utility equipment located in an area that may be frequently seen by the general public must be screened with a wing wall architecturally integrated into the host structure or painted to match the primary building color.

3.2 Site Design Standards

3.2.1 Design Guidelines

In order to maintain a comprehensive site design throughout the PUD area, the Owner shall establish an Architectural Review Committee (ARC) composed of an architect, landscape architect and the Owner.

The ARC shall establish design guidelines to specify the building and site orientation. For each project, items such as architectural plans, site plans with landscape and parking lot layouts shall be submitted to the ARC for their review and approval. An approval letter from the ARC shall be submitted with the corresponding applications to the City for site development and building permits. The approval of the ARC shall not take the place of any and all required submittals to the City, County or other governmental agency as necessary to receive regulatory approvals.

3.2.2 Water Bodies and Retention Areas

3.2.2.1 Shape/Slope

Permanent wet retention ponds visible from a street or other public area must be designed to appear natural by having curvilinear edge treatments.

Retention basins must be designed with at least 5:1 side slopes to 2 ft. below the normal water line. Hard edges along portions of the water bodies are allowed to create pedestrian boardwalks.

3.2.3 Parking Lot Design

To the greatest extent possible, surface parking lots shall be placed behind the primary buildings and internal to development sites. Where parking lots have frontage on a public street, they shall be screened per the requirements outlined in Section 3.1.4.3 and 3.4 of this PUD. Wherever feasible, orient parking aisles perpendicular to building entrances.

3.2.3.1 Angled and parallel parking from the public right-of-way is allowed

3.2.3.2 Landscaping Areas

- Landscape islands of at least 162 sq. ft. must be placed at both ends of a parking row.
- Parking rows cannot extend for greater than 10 spaces without an interrupting landscape island of at least 162 sq. ft.
- A 10 ft. landscape median shall be provided between every other parking bay, unless space constraints exist and it is not physically possible to comply and still create a functioning parking lot. The planning director shall have authority to approve modifications on a case by case basis.

3.2.4 Parking and Loading Space Bulk Standards

3.2.4.1 Parking space dimensions

Parking spaces must have the following minimum dimensions:

- Standard parking space (perpendicular or angled to the aisle): 9 ft. x 18 ft.
- Compact parking space: 7.5 ft x 16.5 ft.
- Standard parking space (parallel to the aisle): 8 ft. x 23 ft.
- Handicapped parking space: 9 ft. x 18 ft., plus a clear 5 ft. x 18 ft. loading area to the side. Two handicapped spaces may share one loading area.
- Motorcycle space: 4.5 ft. x 9 ft.
- Off-street loading space: 12 ft. x 25 ft.

- Bicycle space: a stationary object where a user can secure both wheels and the frame of the bicycle with a 6 ft. cable and lock. The stationary object may be a freestanding bicycle rack, a wall-mounted bracket, an enclosed bicycle locker, a three point bicycle rack or a fenced, covered, locked or guarded bicycle storage area.

3.2.5 Parking Requirements

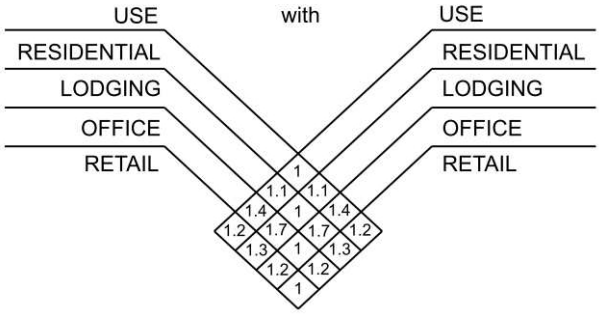
3.2.5.1 Required parking spaces

Uses should offer only the minimum amount of parking that is necessary to meet anticipated normal demand. Up to 10% of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The number of required parking spaces for a use is as follows:

Commercial use classification	Required specs (minimum)
Multi-tenant retail buildings; indoor recreation facility	1 per 400 sq. ft. GFA
Restaurant, bar/tavern, live entertainment, nightclub	1 per 150 sq. ft. GFA
Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, grocery store, instructional facility, personal and business service shop, print shop, retail store	1 per 400 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA
Child day care facility	1 per employee + 3
Lodging establishment (all) (restaurants, bars, nightclubs and other accessory uses computed separately)	1.2 per guest room + 1 per 100 sq. ft. GFA meeting/banquet room
Entertainment facility: theater	1 per 4 seats
Townhouse	2 spaces
Multi Family	1 space per unit + .5 per bedroom

3.2.5.2 Variance to parking requirements

Shared parking may be utilized if desired by the developer of the project. The sum of the required parking for any two functions listed in the below table, when divided by the appropriate Shared Parking Factor, produces the actual parking needed for each site.



3.2.5.3 Bicycle parking

One or more bicycle parking spaces must be provided for every 20 vehicle parking spaces required as a minimum for non-residential uses.

3.2.5.4 On-street parking

On-street parking spaces no more than 600 ft. from the main entrance of a building with a non-residential use may be counted towards the required amount of parking spaces. Designated on-street parking spaces no more than 100 ft. from the entrance of a building may be counted towards the required amount of parking spaces for multi family use.

3.2.5.5 Space computation and fractions

Fractional results will be rounded up when computing the number of required parking spaces.

3.3 Architectural Standards

3.3.1 Design Guidelines

In order to maintain a comprehensive and complementary architectural style throughout the PUD area, the Owner shall establish an Architectural Review Committee (ARC) composed of an architect, landscape architect and the Owner.

The ARC shall establish design guidelines to specify the architectural style, materials and colors to be used, in addition to building and site orientation.

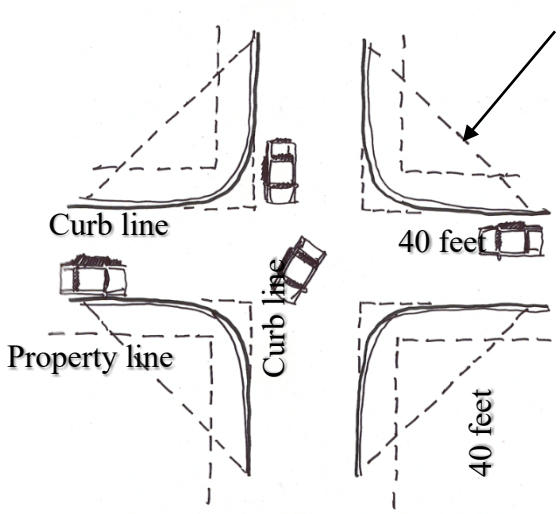
For each project, items such as architectural elevations, material sample boards and color samples shall be submitted to the ARC for their review and approval. An approval letter from the ARC shall be submitted with the corresponding applications to the City for site development and building permits. The approval of the ARC shall not take the place of any and all required submittals to the City, County or other governmental agency as necessary to receive regulatory approvals.

3.4 Landscaping

3.4.1 General Standards

3.4.1.1 Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.



No wall, fence or structure shall be placed within the dashed area that would obstruct the view of vehicular traffic.

3.4.1.2 Utilities

Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

3.4.2 Required Landscaping:

3.4.2.1 Landscaping areas

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer Hwy 79	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Street frontage along internal, public streets – "Street Trees"	1 per 40 ft. of street frontage unless interruption is desired for courtyard, patio, plaza or architectural focal point	Optional	Optional
Parking lots: landscape islands in rows and at row ends	1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows	Optional	2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility.
Parking lots: landscape buffers between parking lot and public street or pedestrian area.	1 per 40 ft. of linear landscape area	1 per 30 ft. of linear landscape area	1 per 5 ft. of linear landscape area
Interior Parking: 10 ft. landscape median between every other parking bay	1 per 60 ft of linear landscape area	1 per 25 ft of landscape area	
Dumpster Screening (*does not apply when the enclosure is an architectural extension of a principal building)		1 on each of the three sides of the enclosure, except the side where the gate is located.	1 per 4 linear ft of wall constructed
Ground Mounted Equipment			1 per 3 ft of linear landscape around boundary, except the side where access is located.
Medians	1 per 50 ft. of linear median	Optional	Optional
Other areas (retention and detention basins, open space, etc.)	1 per 2,500 sq. ft. of landscape area	1 per 5,000 sq. ft. of landscape area	2 per 1,000 sq.ft. of landscape buffer

3.4.3 Tree and shrub size

Native tall trees must have a caliper of at least 3 in. and 10-12 ft. ht. Native small trees must have a caliper of at least 1.5 in. and 8-10 ft. ht. Planted shrubs must have a minimum 3-gallon container or be at least 18 in. tall.

3.4.4 Street Trees

(1) Planted a maximum of 40’ on center except when an interruption is desired for an architectural feature or pedestrian plaza or open space.
(2) Trees shall be located a minimum of ten feet (10’) from a building.
(3) Located within a minimum six-foot (6’) wide planting strip or within an 6’x6’ tree grate.
(4) Sized at a minimum of three (3”) caliper;
(5) All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
(6) The following tree species are recommended for Street Trees. The same species shall be used along a contiguous street frontage for a visual consistency.

Common Name	**Scientific Name**
Carolina Cherry Laurel	*Prunus caroliniana*
Chinquapin Oak	*Quercus muehlenbergii*
Texas Red Oak	*Quercus buckleyi*
Cedar Elm	*Ulmus crassifolia*
Lacebark Elm	*Ulmus parvifolia*
Live Oak	*Quercus virginiana*
Mexican Sycamore	*Platanus mexicana*

3.4.5 Materials, maintenance and replacement

3.4.5.1 Plant materials

Plant choice must be based on the Central Texas ecological setting and site microclimate conditions.

3.4.5.2 Native tall trees

Native and adapted tall trees that can be planted or used to meet landscaping requirements. Refer to Plant Palette **Exhibit G** of the PUD for a list of desired trees to be used within the development. Alternative selections may be proposed to the Architectural Review Committee for consideration if they are native or native adapted species.

3.4.5.3 Native small trees

Native and adapted small trees that can be planted or used to meet landscaping requirements. Refer to Plant Palette **Exhibit G** of the PUD for a list of desired trees to be used within the development. Alternative selections may be proposed to the Architectural Review Committee for consideration if they are native or native adapted species.

3.4.5.4 Native shrubs

Native and adapted shrubs that can be planted or used to meet landscaping requirements. Refer to Plant Palette **Exhibit G** of the PUD for a list of desired shrubs to be used within the development. Alternative selections may be proposed to the Architectural Review Committee for consideration if they are native or native adapted species.

3.4.5.4.1 Maintenance

Trees and vegetation, irrigation systems, fences, walls and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition. Landscaping must be maintained free from disease, pests, weeds and litter.

A master community association will be established for the maintenance of landscape and irrigation areas located between the roadways and the building lines for internal projects as well as for all community signage, walls, medians, common open spaces, greenbelts, parks and detention areas. Sub associations may be formed for individual tracts or blocks as defined on **Exhibit C** of the PUD.

3.4.5.4.2 License Agreement

A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced street lights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls

The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

3.4.6 Irrigation

3.4.6.1 Automatic irrigation required

All plants on newly developed parcels must be irrigated with underground or drip irrigation.

3.5 Streets

3.5.1 Street Grid Alignment

The precise alignment of thoroughfares included in the Plan may be varied with City approval, to allow adjustments that increase the compatibility of the right-of-way with existing neighborhoods, historic structures or existing roadways. **Exhibit E** illustrates the primary circulation pattern and street designations planned within the PUD boundary.

3.5.2 Street Cross Sections

Due to the pedestrian oriented design and emphasis on street trees, the roadway cross sections for the PUD are defined on **Exhibit F**, pages 1-5.

3.5.3 Alleys

An alley (residential or commercial) is a public street designed to provide access to the rear or side of a lot including garage access, solid waste access,

fire access and utility easements.

- Alleys may be required in non-residential areas where it is necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles or similar reasons consistent with the intent of this PUD.
- Alleys may not access arterial streets.
- All alleys shall have at least two direct access points to public streets

3.5.4 Raised Intersections

Subject to review and approval of the City, raised intersections may be used at specified locations within the community in order to improve pedestrian and bicycle safety. The paving at the intersection will be gradually raised to a level of 4 to 6 inches above the primary lanes of the roadway. The intersections may also be treated with alternative paving including pavers or stamped/colored concrete.

3.5.5 Pedestrian Crossings

Pedestrian crossings must be made safer for pedestrians whenever possible by shortening crosswalk distance with curb extensions, reducing sidewalk curb radii and eliminating free right-turn lanes where practical. Signals allowing longer crossing times in shopping districts, mid-block crossings in high-pedestrians use areas, corner neckdowns, textured pavement and medians must be provided as appropriate.

Adequate signs and street markings must be provided for all crosswalks.

3.6 Common Open Space / Parkland

3.6.1 Common Open Space

Within the boundary of the PUD, two distinct town greens will be incorporated into the design. One green will be located directly north of the existing Gin building and the second space will be located along the proposed retention lake on the west side of the project. The town green areas will incorporate pedestrian oriented elements which may include but not be limited to the following elements: amphitheater, event lawns, playground, plazas, splash pad and/or water features, landscape beds, plaza seating, shade canopies, art sculptures, walkways, landscaping, seat walls. A ten (10) foot wide sidewalk shall be provided between the existing Gin building and the Co-op Street to create a clearly identifiable path between the street and the Gin and adjacent town green.

Emergency access may be provided to the town green areas through the use of alternative paving materials such as grass pavers or reinforced pedestrian walkways. Final material selections and configuration of access routes will be coordinated with the Fire Department and City Planning staff.

The proposed Open space illustrated on **Exhibit D** shall fully satisfy all parkland and open space requirements of the City with respect to the PUD boundary. No parkland dedication, cash payment in lieu of parkland dedication or improvements in lieu of parkland dedication shall be required for this PUD.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Property Owner's Association (POA) or other responsible entity approved by the City. The POA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

3.7 Walls and Fencing

3.7.1 Permitted fences

The following fence, wall and hedge types are *permitted* and optional:

Permitted fence Area/purpose	Height	Acceptable types/materials
Parking area: non-residential development	No more than 3.5 ft. (42 in.)	Masonry (stone, brick, similar materials) Shrubbery hedge
Development perimeter walls along Hwy 79	3.5 ft.	Masonry (stone, brick, similar materials) Shrubbery hedge Decorative iron fence (with shrub hedge) Rail fence (with shrub hedge)

3.7.2 Required walls

The following fence, wall and hedge types are required:

Required fence Area/purpose	Height		Acceptable types/materials
Dumpster and utility area	7 ft. – 8 ft.		Masonry (stone, brick, similar materials)
	Must include the same materials, finishes and detailing as the host structure. Gates must be visually and structurally solid; must be metal. Dumpsters and compacters cannot be unscreened unless they are used for a construction or demolition project on the site.		
Utility substation or facility	6 ft. – 12 ft. or sufficient to conceal the substation		Masonry (stone, brick, similar materials)
Development perimeter wall-boundary wall to existing residential subdivision	6 ft. min. 8 ft. max.		Masonry (stone, brick, similar materials) Precast concrete walls
	Walls must include masonry columns with a cross-section of at least 18 in. x 18 in. at no more than 100 ft. intervals		

3.8 Outdoor Lighting

3.8.1 General Standards

3.8.1.1 Display levels and light pollution

- Lighting must be designed to minimize light pollution and spillage on adjacent properties.
- Illumination at the property line must be no more than 5 lux for non-cut-off lights, and no more than 15 lux for cut-off lights. Streetlights are exempted.
- Illumination spillover onto adjacent residential zoned properties must be no more than 5 lux. Streetlights are exempted.

3.8.1.2 Design

- Light poles should have a base, middle and top.

- Light pole design must be consistent with the style, character and theme outlined in the community Design Guidelines.
- Cobra head light poles are prohibited on pedestrian-oriented commercial streets.
- Bare metal poles are prohibited.
- Elevated form bases greater than 4 in. above grade are prohibited.
- Light poles must be placed in landscape areas wherever possible.
- Light poles must not obstruct sidewalks or bicycle paths.

3.9 Signs

All new signage within the PUD shall comply with the UDC unless modified in the following standards below or modified by a Master Sign Plan in the future:

3.9.1 Permitted signs within the PUD that are unique to the Co-op District and vary from the standard UDC sign regulations are as follows:

Type		Number	Maximum area	Maximum height	Minimum setback
Permanent Signs	Freestanding Project Identification Signs along Hwy 79	2	150 sq. ft. per sign	35 ft.	10 ft. from adjacent right of way
	Directional/Information signs – may be placed within right of way and/or median	20	32 sq. ft.	8 ft.	n/a
	Digital Display Screen/Marquee attached to internal silo	1	600 sq. ft.	Located on silo	n/a

3.9.2 Prohibited signs

- Internally illuminated vinyl awnings, light boxes or plastic signs
- Pole/pylon Sign. Pole or pylon Signs are not allowed in the PUD boundary.
- Signs placed in or over the public right-of-way or public property. The City may remove signs in the public right-of-way or on public property.
- Inflatable signs

This prohibition does not apply to:

- Permanent development signs
- Signs placed by government authorities
- Banners placed on a light pole, utility pole or over a street as part of a special event of general civic interest
- Kiosk and way-finding signs
- Signs expressly permitted in this Section or elsewhere in this PUD
- Traffic and safety control signs incorporating flashing lights (i.e. stop sign with flashing lights to improve awareness of intersections and improve safety)
- Marquee digital display screen with imagery.
- Temporary banners including but not limited to “Opening Soon”, “Sale” and “Going Out of Business” banners

4. Exhibits

Legal Description – Exhibit B
Land Use Plan-Exhibit C
Open Space Plan-Exhibit D
Transportation Circulation Diagram-Exhibit E
Street Cross Sections-Exhibit F
Plant Palette-Exhibit G

Exhibit B – Legal Description

EXHIBIT " "

PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 35.1021 ACRES (1,529,046 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24, BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T), AND BEING ALL OF LOTS 1-7 OF THE FINAL PLAT OF THE CO-OP DISTRICT, DEDICATED IN DOCUMENT NO. 2018038896 (O.P.R.W.C.T.), AND BEING ALL OF THE PORTIONS OF WEST LIVE OAK STREET (RIGHT-OF-WAY VARIES), WEST PECAN STREET (RIGHT-OF-WAY VARIES) AND CO-OP BOULEVARD (RIGHT-OF-WAY VARIES) DEDICATED IN SAID CO-OP DISTRICT, SAID 35.1021 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the common north corner of Lots 23 and 24, Block A, of Hutto Square Commercial Lots, recorded in Cabinet Z, Pages 281-282 (P.R.W.C.T.), and being the northwest corner of Lot 1 of said Co-op District, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with illegible cap found in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being the southwest corner of Lot 23, Block A of said Hutto Square Section 1, and being the northwest corner of Lot 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said WLD Petersen tract bears, N83°12'42"W, a distance of 422.93 feet;

THENCE, with the south line of Block A of said Hutto Square Section 1 and the north line of Lot 1 of said Co-op District, **S83°12'42"E**, a distance of **762.58** feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, said point being in the west line of Lot 1, Block 13 of the I. & G. N. Railroad Addition, a subdivision recorded in Volume 50, Page 251 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 1 of said Co-op District;

THENCE, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, in part with the west right-of-way line of said W. Live Oak Street, in part with the east line of Lot 1 of said Co-op District, in part over and across said W. Live Oak Street, and in part with the east line of Lot 2 of said Co-op District, **S07°51'48"W**, a distance of **107.24** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being a corner in the south right-of-way line of said W. Live Oak Street,

and being in the north line of Lot 1A, Block 9 of Railroad Addition, Lots 1-4, 5 (S/PT), and 7 Block 9, Amended Plat, recorded in Document No. 2015080695 (O.P.R.W.C.T.), and being a northeast corner of Lot 2 of said Co-op District;

THENCE, with the south right-of-way line of said W. Live Oak Street, in part with the north line of said Lot 1A, and in part with the north line of said 0.464 acre Hill Country Bible Church Hutto tract, the following three (3) courses and distances:

1) **N77°15'31"E**, a distance of **107.40** feet to a calculated point for an interior ell-corner hereof,
2) **N12°33'04"W**, a distance of **10.00** feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, and
3) **N77°15'31"E**, a distance of **180.05** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being at the intersection of the south right-of-way line of said W. Live Oak Street with the west right-of-way line of West Street (80' right-of-way), and being the northeast corner of said 0.464 acre Hill Country Bible Church Hutto tract;

THENCE, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, **S12°33'09"E**, a distance of **261.04** feet to a calculated point for an exterior ell-corner hereof, said point being at the intersection of the west right-of-way line of said West Street with the north right-of-way line of said Pecan Street, and being the southeast corner of said Lot 1A;

THENCE, with the north right-of-way line of said Pecan Street and the south line of said Lot 1A, **S77°15'17"W**, a distance of **329.78** feet to a calculated point for an interior ell-corner hereof, said point being a corner in the north right-of-way line of said Pecan Street, and being the southwest corner of said Lot 1A;

THENCE, leaving the north right-of-way line of said Pecan Street, over and across said Pecan Street, with the portion of said Pecan Street that was dedicated per plat of said Co-op District, the following four (4) courses and distances:

1) **S12°32'27"E**, a distance of **10.09** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof,
2) **S77°15'17"W**, a distance of **54.99** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof,
3) **S07°51'48"W**, a distance of **53.36** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, and
4) **N77°14'55"E**, a distance of **403.39** feet to a calculated point for an exterior ell-corner hereof;

THENCE, in part over and across said Pecan Street, in part with the west right-of-way line of said West Street, and in part with the east line of Lot 4 of said Co-op District, **S12°33'09"E**, a distance of **195.02** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of Lot 4 of said Co-op District;

THENCE, leaving the west right-of-way line of said West Street, with the south line of Lot 4 of said Co-op District, in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), **S77°14'55"W**, a distance of **79.26** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the northwest corner of a said Cast tract, and being an interior ell-corner of Lot 4 of said Co-op District;

THENCE, with the common line of said Cast tract and Lot 4 of said Co-op District, **S14°18'53"E**, a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being the southwest corner of said Cast tract, and being an exterior ell-corner of Lot 4 of said Co-op District;

THENCE, with the north right-of-way line of said Farley Street and the south line of Lot 4 of said Co-op District, **S77°03'02"W**, a distance of **192.83** feet to an 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, said point being at the northwest terminus of said Farley Street, and being the northeast corner of Lot 5 of said Co-op District;

THENCE, in part with the western terminus of said Farley Street, in part with the west line of Block 1 of the Amended Plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, a subdivision plat recorded in Cabinet EE, Slide 293 (P.R.W.C.T.), and with the east lines of Lots 4 and 5 of said Co-op District, **S12°42'36"E**, a distance of **349.97** feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being an angle point in the north right-of-way line of U.S. Highway 79 (right-of-way varies), and being the southwest corner of said Block 1 of said Amended plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, and being the southeast corner of Lot 4 of said Co-op District;

THENCE, with the north right-of-way line of said U.S. Highway 79, in part with the south lines of Lots 4 and 6 of said Co-op District, and in part with the south terminus of said Co-Op Boulevard, the following five (5) courses and distances:

1) **S68°32'09"W**, a distance of **51.41** feet to a 1/2-inch iron rod with illegible cap found for a point of curvature hereof,
2) **44.01** Feet along the arc of a curve to the left, having a radius of **2,904.79** feet, and a chord which bears **S72°28'08"W**, a distance of **44.01** feet to a TxDot Type II brass disc found for a point of tangency hereof,
3) **S72°19'10"W**, a distance of **324.62** feet to a TxDot Type II brass disc found for a point of curvature hereof,
4) **246.50** Feet along the arc of a curve to the right, having a radius of **2,824.79** feet, and a chord which bears **S74°47'48"W**, a distance of **246.42** feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for a point of tangency hereof, and
5) **S77°20'10"W**, a distance of **249.44** feet to a TxDot Type II brass disc found for the southwest corner hereof, said point being an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of a called 0.11 acre tract described in Volume 238, Page 172 (D.R.W.C.T.), and being a southwest corner Lot 6 of said Co-op District, from which a 1/2-inch iron rod with illegible cap found at an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of Lot 25A, Block A of Hutto Square Commercial Lots, Phase B, recorded in Cabinet BB, Slides 184-186 (P.R.W.C.T.), and being the southwest corner of said 0.11 acre tract bears, S89°00'55"W, a distance of 48.65 feet;

THENCE, leaving the north right-of-way line of said U.S. Highway 79, in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west line of Lot 6 of said Co-op District, **N07°31'47"E**, a distance of **321.82** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being the common north corner of said Lot 25A and Lot 6 of said Co-op District;

THENCE, with the common line of said Lot 25A and Lot 6 of said Co-op District, the following two (2) courses and distances:

1) **N86°13'57"W**, a distance of **307.47** feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, and
2) **S07°20'38"W**, a distance of **37.49** feet to 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at the common east corner of Lot 25B of said of Hutto Square Commercial Lots, Phase B and Lot 6 of said Co-op District;

THENCE, with the south line of Lot 6 of said Co-op District, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard, the following two (2) courses and distances:

1) **N79°31'52"W**, a distance of **188.64** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
2) **N67°36'52"W**, a distance of **211.01** feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being a southwest corner of Lot 6 of said Co-op District;

THENCE, with the east right-of-way line of said Exchange Boulevard and the west line of Lot 6 of said Co-op District, the following four (4) courses and distances:

1) **15.69** Feet along the arc of a curve to the left, having a radius of **680.00** feet, and a chord which bears **N07°41'36"W**, a distance of **15.69** feet to a mag nail with "4Ward Boundary" washer set for a point of reverse curvature hereof,
2) **193.73** Feet along the arc of a curve to the right, having a radius of **370.00** feet, and a chord which bears **N06°38'44"E**, a distance of **191.52** feet to a mag nail in asphalt found for a point of reverse curvature hereof,
3) **96.13** Feet along the arc of a curve to the left, having a radius of **430.00** feet, and a chord which bears **N15°13'50"E**, a distance of **95.93** feet to a chiseled "X" found in concrete for a point of non-tangency hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being the northwest corner of said Lot 14, and
4) **S83°05'40"E**, a distance of **5.40** feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of Lot 6 of said Co-op District, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, the following four (4) courses and distances:

1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a calculated point for a point of tangency hereof, and
4) **N09°32'37"E**, a distance of **97.41** feet to a 1/2-inch iron rod with illegible cap found for a northwest corner hereof, said being the southwest corner of said W L D Petersen tract, and being the northwest corner of said Williamson County tract;

THENCE, leaving the east right-of-way line of said Exchange Boulevard, with the common line of said W L D Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof, said point being in the west line of Lot 2 of said Co-op District, and being in the west line of said Lot 24, and being the common east corner of said W L D Petersen tract and said Williamson County tract;

THENCE, with the east line of said W L D Petersen tract and Lot 24 of said Hutto Square Commercial Lots, and with the west line of said Lot 1 of said Co-op District, **N05°40'42"E**, a distance of **284.77** feet to the **POINT OF BEGINNING** and containing 35.1021 Acres (1,529,046 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_rev2.dwg).

7/10/2018

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



Exhibit C – Land Use Plan

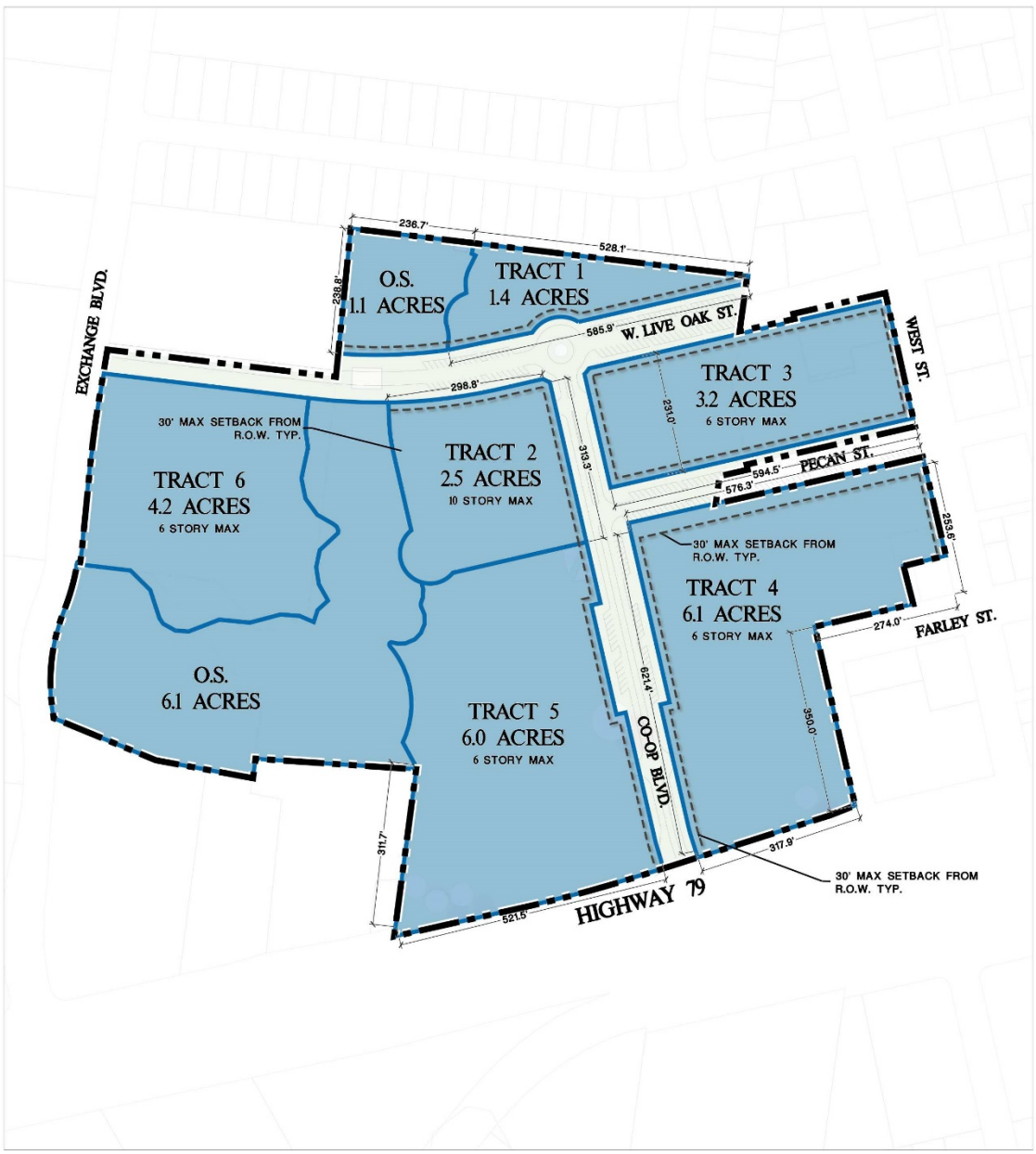


Exhibit D – Open Space Plan



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

EXHIBIT D
OPEN SPACE PLAN
MA PARTNERS
HUTTO, TEXAS

Scale: 1" = 250'
Date: August 2, 2023

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

SHEET FILE: R:\170041-WTRD\Cadfiles\PLANNING\Submittals\Co-op PUD zoning Amendment 2 May 2023\Amendment #2 Staff Comments August 2023\Exhibit D.dwg

Exhibit E – Transportation Circulation Plan

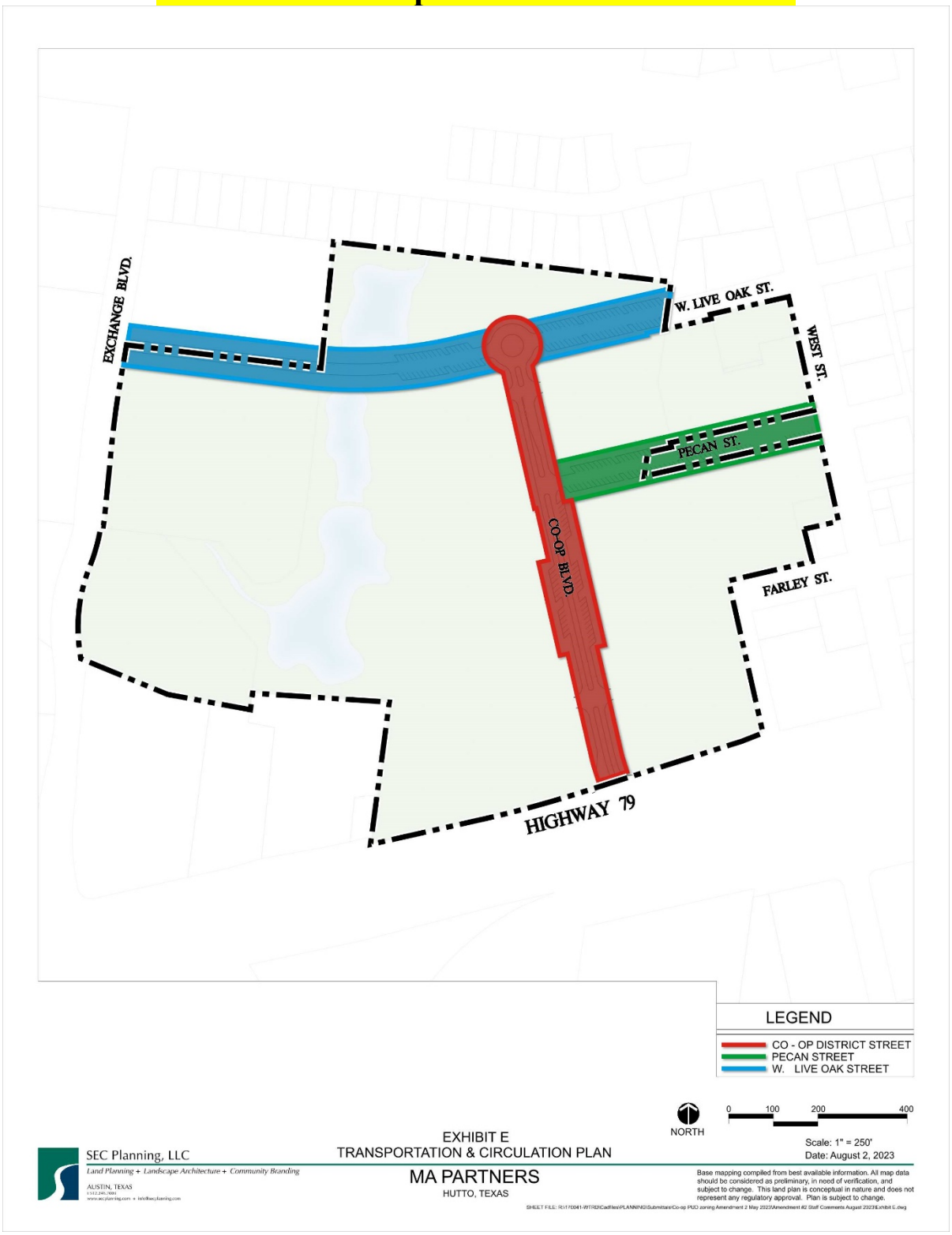
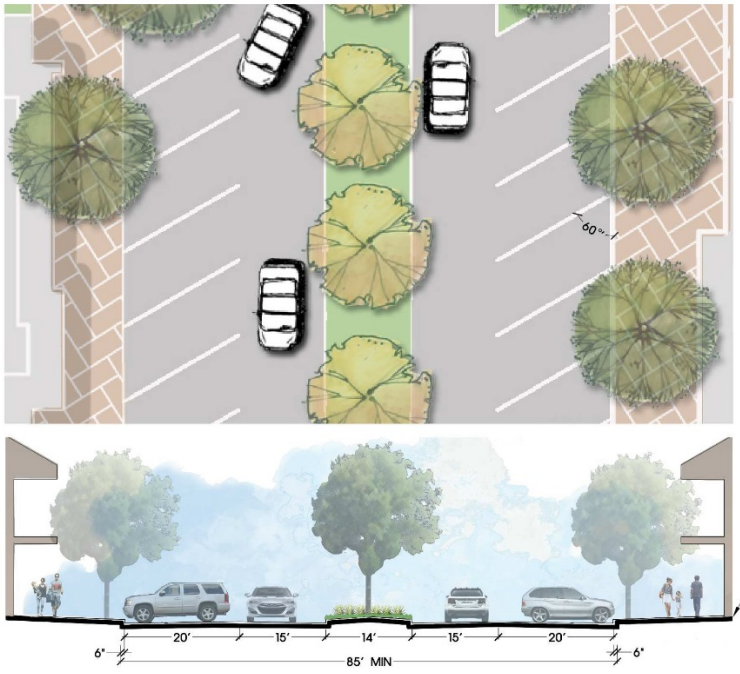
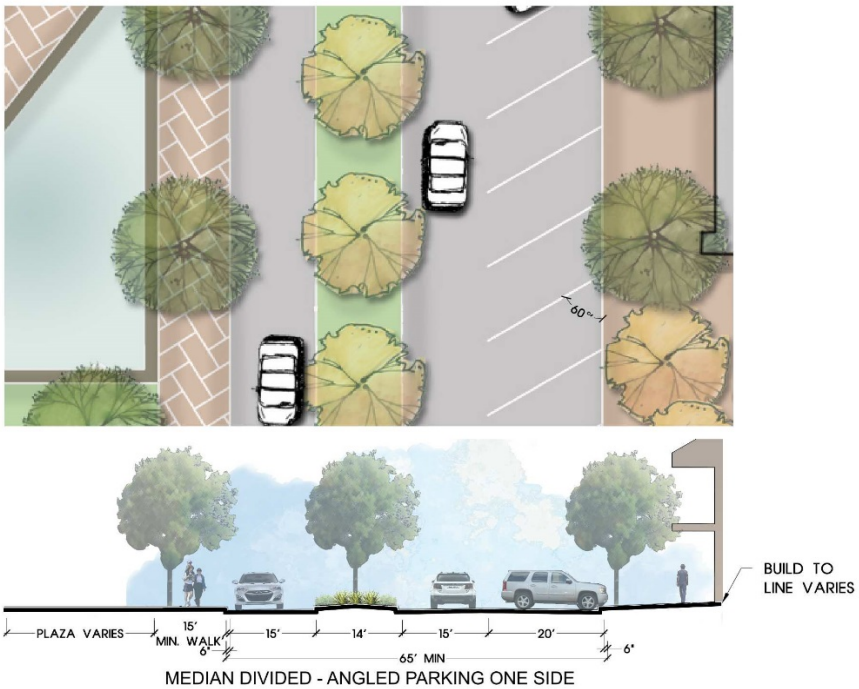


Exhibit F – Street Sections



MEDIAN DIVIDED - ANGLE PARKING BOTH SIDES



MEDIAN DIVIDED - ANGLED PARKING ONE SIDE

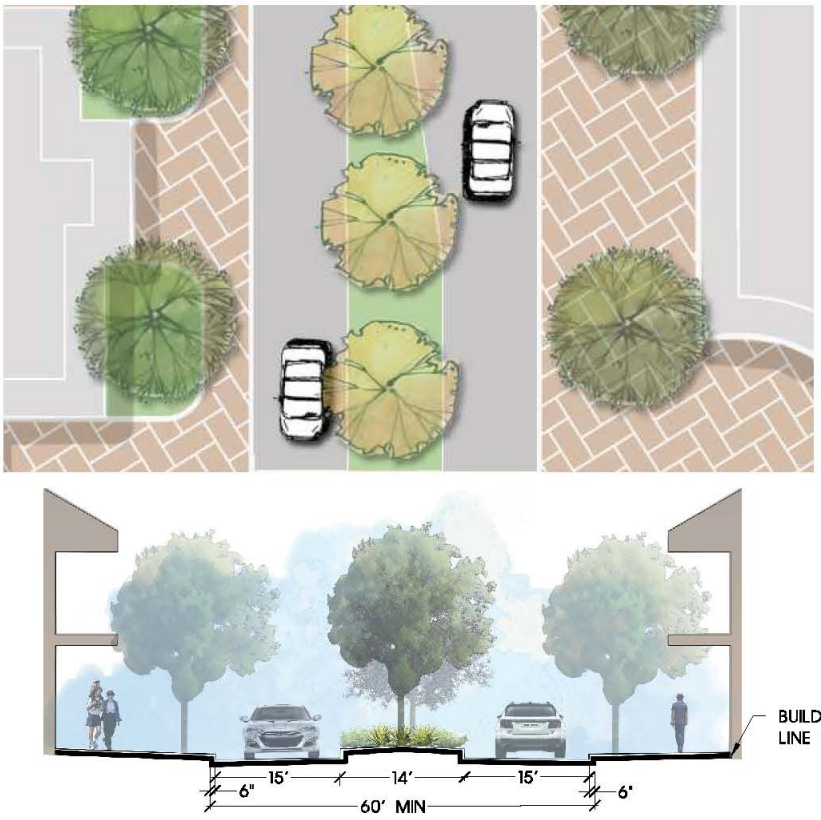
SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS

CO - OP STREET
HUTTO CO-OP
HUTTO, TEXAS

Date: August, 2017

SHEET FILE: H:\17\0041-WTRD\CadRes\PLANNING\Submittals\Co-op PUD zoning August 2017\PUD Zoning Submittal 9-7-2017\Exhibits\street section.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



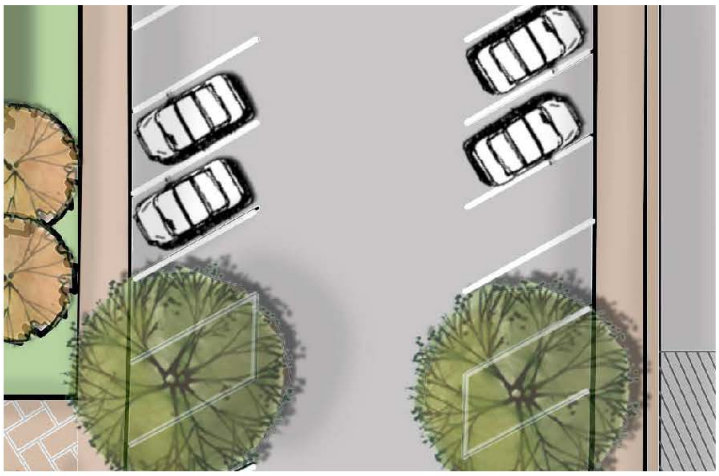
MEDIAN DIVIDED - NO ON-STREET PARKING

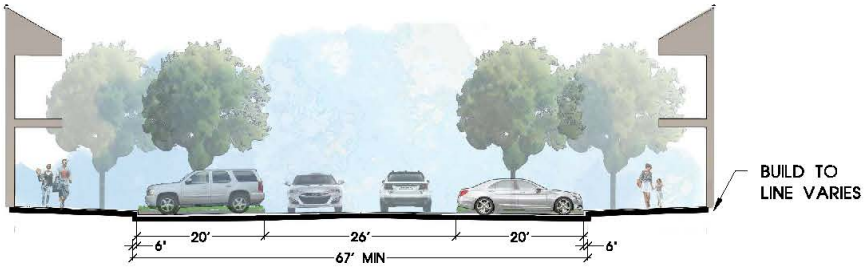
SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS

CO - OP STREET
HUTTO CO-OP
HUTTO, TEXAS

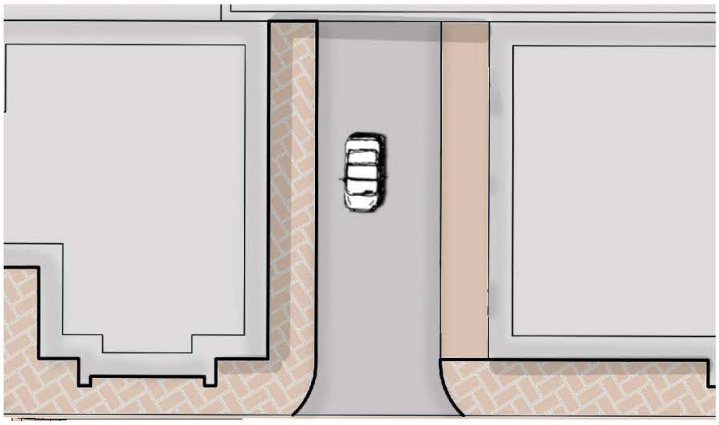
Date: August, 2017
SHEET FILE: H:\170041-WTRD\Cadfiles\PLANNING\Submittals\Co-op PUD zoning August 2017\Exhibits\street section.dwg

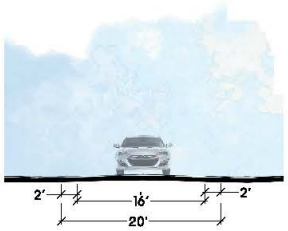
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.





W. LIVE OAK - ANGLE PARKING BOTH SIDES





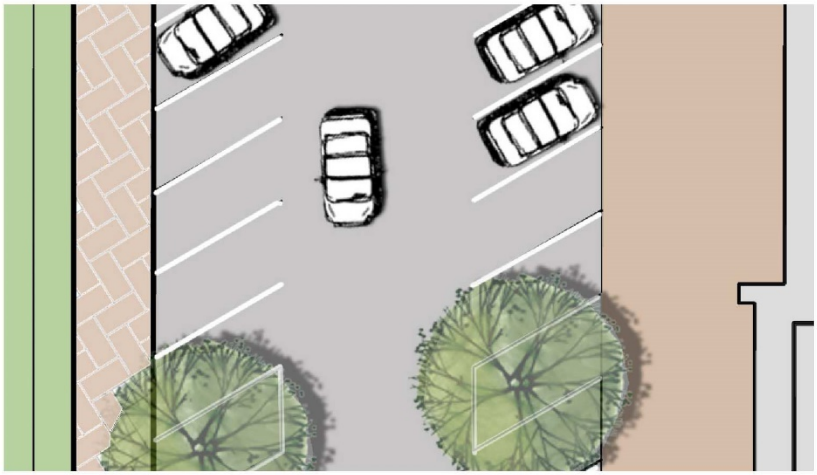
ALLEY TYPICAL SECTION

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.346.7003
www.secplanning.com + info@secplanning.com

W LIVE OAK STREET AND ALLEYS
HUTTO CO-OP
HUTTO, TEXAS

Date: August, 2017
SHEET FILE: H:\170041-WTRD\Cadfiles\PLANNING\Submittals\Co-op PUD zoning August 2017\Exhibits\street section.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



PECAN - ANGLE PARKING BOTH SIDES

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
1.512.246.7003
www.secplanning.com + info@secplanning.com

PECAN STREET
HUTTO CO-OP
HUTTO, TEXAS

Date: August 2, 2023

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

SHEET FILE: R:\170041-WTRD\Cadfiles\PLANNING\Submittals\Co-op PUD zoning Amendment 2 May 2023\Amendment #2 Staff Comments August 2023\street section.dwg

Exhibit G – Plant Palette

Exhibit G

SHADE TREES / STREET TREES			
BOTANICAL NAME	***COMMON NAME***	***SIZE***	***COMMENTS***
Platanus mexicana	Mexican Sycamore	4 " cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
Quercus macrocarpa	Bur Oak	4 " cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
Quercus polymorpha	Mexican White Oak	4 " cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
Quercus texana	Texas Red oak	4 " cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
Quercus virginiana	Live Oak	4 " cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
Ulmus parvifolia	Lacebark Elm	4 " cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
SMALL TREES			
BOTANICAL NAME	***COMMON NAME***	***SIZE***	***COMMENTS***
Bauhinoa lunariodes	Anacacho Orchid Tree	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
Cercis canadensis var. texensis	Texas Redbud	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
Chitalpa x Chitalpa	Chitalpa Tree	6' ht, min., @ 2" cal. Cont. grwn.	MUST BE FROM A SINGLE ROOT CROWN
Ilex decidua	Possumhaw Holly Tree	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
Ilex vomitoria	Yaupon Holly Tree	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN

Exhibit G

Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
Parkinsonia aculeata	Retama Palo Verde	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
Sophora secundiflora	Texas Mountain Laurel	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
LARGE SHRUBS / SCREENING SHRUBS			
BOTANICAL NAME	***COMMON NAME***	***SIZE***	***COMMENTS***
Berberis trifoliata	Agarita	7 gal. cont.	FULL
Cotoneaster	Cotoneaster	7 gal. cont.	FULL
Elaeagnus pungens	Elaeagnus	7 gal. cont.	FULL
Ilex cornuta 'Nellie R. Stevens'	Nellie Stevens Holly	7 gal. cont.	FULL
Morella cerifera	Wax Myrtle	7 gal. cont.	FULL
Prunus caroliniana	Carolina Cherry laurel	7 gal. cont.	FULL
Rhus virens	Evergreen Sumac	7 gal. cont.	FULL
Viburnum suspensum	Sandankwa Viburnum	7 gal. cont.	FULL
Xiloma congestum	Xyloma	7 gal. cont.	FULL
EVERGREEN SHRUBS			
BOTANICAL NAME	***COMMON NAME***	***SIZE***	***COMMENTS***
Abelia x grandiflora	Glossy Abelia	5 gal. cont.	FULL
Callistemon citrinus	Bottlebrush	5 gal. cont.	FULL
Dietes bicolor	Bicolor Iris	5 gal. cont.	FULL

Exhibit G

Feioja sellowiana	Pineapple Guava	5 gal. cont.	FULL
Galphinia glauca	Thyrallis	5 gal. cont.	FULL
Ilex cornuta 'Burfordii'	Burford Holly	5 gal. cont.	FULL
Jasminum mesnyi	Primrose Jasmine	5 gal. cont.	FULL
Leonotis leonurus	Lion's Tail	5 gal. cont.	FULL
Leucophyllum frutescens	Texas Sage	5 gal. cont.	FULL
Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Everblooming	5 gal. cont.	FULL
Poliomintha longiflora	Mexican Oregano	5 gal. cont.	FULL
Rosa 'Double Knock Out'	Double Knockout Rose (Red, Pink or White)	5 gal. cont.	FULL
Rosemarinus officinalis	Upright Rosemary	5 gal. cont.	FULL
Salvia greggii	Autumn Sage (various colors)	5 gal. cont.	FULL
Teucrium fruticans	Bush Germander 'Azure'	5 gal. cont.	FULL
PERENNIALS			
BOTANICAL NAME	***COMMON NAME***	***SIZE***	***COMMENTS***
Anisacanthus quadrifidus var. wrghtii	Flame Acanthus	5 gal. cont.	FULL
Caesalpinia pulcherrima	Pride of Barbados	5 gal. cont.	FULL
Lantana urticoides	Texas Lantana (all varieties)	5 gal. cont.	FULL
Malvaviscus arboreus	Turks Cap	5 gal. cont.	FULL
Phlomis fruticosa	Jerusalem Sage	5 gal. cont.	FULL
Plumbago auriculata	Plumbago (Blue or White)	5 gal. cont.	FULL
Salvia farinacea	Mealy Blue Sage	5 gal. cont.	FULL
Saliva guarantica	Magestic Sage	5 gal. cont.	FULL
Salvia leucantha	Mexican Bush Sage	5 gal. cont.	FULL

Exhibit G

Tecoma Stans	Yellow Bells (Yellow, Apricot and Burgundy)	5 gal. cont.	FULL
Tulbaghia violacea	Society Garlic	5 gal. cont.	FULL
ORNAMENTAL GRASSES			
BOTANICAL NAME	***COMMON NAME***	***SIZE***	***COMMENTS***
Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Gramma	5 gal. cont.	FULL
Muhlenbergia lindheimeri	Lindheimer Muhly	5 gal. cont.	FULL
Muhlenbergia capillaris	Gulf Coast Muhly	5 gal. cont.	FULL
Muhlenbergia dubia	Pine Muhly	5 gal. cont.	FULL
Muhlenbergia rigens	Deer Muhly	5 gal. cont.	FULL
Muhlenbergia sinensis	Maiden Grass	5 gal. cont.	FULL
Pennisetum setaceum	Fountain Grass	5 gal. cont.	FULL
GROUNDCOVERS			
BOTANICAL NAME	***COMMON NAME***	***SIZE***	***COMMENTS***
Crysactinia mexicana	Damianita	1 gal. cont.	FULL
Dichondra argentea	Silver Ponyfoot	1 gal. cont.	FULL
Lantana x hybrida	New Gold Lantana	1 gal. cont.	FULL
Lantana montevidensis	Trailing Lantana (White and Purple)	1 gal. cont.	FULL
Liriope muscari	Liriope	1 gal. cont.	FULL
Ophiopogon japonicus	Monkey Grass	1 gal. cont.	FULL
Phyla nodiflora	Frogfruit	1 gal. cont.	FULL
Rosemary offcinalis	Trailing Rosemary	1 gal. cont.	FULL
Stemodia lantana	Wolly Stemodia	1 gal. cont.	FULL
Scutellaria suffrutescens	Pink Skullcap	1 gal. cont.	FULL

Exhibit G

Teucrium cossonii	Creeping Germander	1 gal. cont.	FULL
Wedelia texana	Zexmenia	1 gal. cont.	FULL
ACCENT PLANTS			
BOTANICAL NAME	***COMMON NAME***	***SIZE***	***COMMENTS***
Dasylirion wheeleri	Grey Sotol	10 gal. cont.	FULL
Hesperaloe funifera	Giant Yucca	10 gal. cont.	FULL
Hesperaloe parviflora	Red Yucca (all color varieties)	5 gal. cont.	FULL
Opuntia spp.	Pricky Pear (Thornless Varieties)	5 gal. cont.	FULL
Yucca recurvifolia	Softleaf Yucca	5 gal. cont.	FULL
Yucca faxoniana x treculeana	Spanish Dagger	15 gal. cont.	FULL
Yucca rostrata	Big Bend Yucca or Beaked Yucca	15 gal. cont.	FULL
VINES			
BOTANICAL NAME	***COMMON NAME***	***SIZE***	***COMMENTS***
Gelsemium sempervirens	Carolina Jessamine	1 gal. cont., 24" tall min.	FULL, ON ESPALIER
Lonicera sempervirens	Coral Honeysuckle	1 gal. cont, 24" tall min.	FULL, ON ESPALIER
Rosa' Lady Banksia'	Lady Banksia Rose	1 gal. cont., 24" tall min.	FULL, ON ESPALIER
Trachelospermum jasminoides	Confederate Jasmine	1 gal. cont., 24" tall min.	FULL, ON ESPALIER

ELECTRONICALLY RECORDED 2023037588
Williamson County, Texas Total Pages: 33

HUTTO CO-OP DISTRICT

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

This Amended and Restated Master Development Agreement (" Restatement") is entered into to be effective as of the 4th day of May, 2023 (the " Restatement Effective Date"), by and among the City of Hutto, Texas (the "City"), a home rule city organized under the laws of the State of Texas, and 420 US 79, Ltd., a Texas limited partnership (the "Developer"). The City and the Developer are, collectively, the "Parties" to this Restatement.

This Restatement supersedes and replaces in full those documents referred to as Amended and Restated Master Development Agreement between the City and Developer, dated May 18, 2018, amended by the First Amendment to Amended and Restated Master Development Agreement dated September 1, 2018, the Second Amendment to Amended and Restated Master Development Agreement dated December 6, 2018, and the Third Amendment to Amended and Restated Master Development Agreement dated July 22, 2019 (collectively, the "Ancillary Documents") .

This Restatement also supersedes and replaces in full, unless otherwise stated, herein, the Master Development Agreement, ("MDA"), between the City and MA Partners, LLC (the successor to Developer, the Agreement having been assigned to Developer), dated August 17, 2017, which remains the Effective Date of the MDA.

RECITALS

WHEREAS, the Co-Op District is being developed as an urban mixed-use development consisting of a mix of office, commercial, retail, residential and civic space, (the "Property"), as described in Exhibit "A," as the Property's proximity to Hutto's Historic Old Town, existing commercial district, and access to Highway 79 proves to be a great location for entertainment uses; and

WHEREAS, certain economic incentives to the Developer for development of the Project pursuant to the MDA were to be provided by the City; and

WHEREAS, MDA, Article III, Due Diligence Period expired; and

WHEREAS, pursuant to MDA, Article III, Section 3.03, a portion of Property was conveyed to Developer subject to a Right of Reverter that was later satisfied and removed; and

WHEREAS, pursuant to MDA, Article III, Section 3.06, the County Land was acquired by Developer; and

WHEREAS, pursuant to MDA, Article V, Sections 5.04 and 5.07 and Article VII, City Hall was constructed by Developer and accepted by the City; and

WHEREAS, pursuant to MDA, Article VI, the construction of the Initial Improvements and the Public Improvements has occurred; and

WHEREAS, on June 7, 2018, by Resolution No. R-18-06-07-9D, the City created the Public Improvement District, and levied assessments to finance the costs of all or a portion of the Public Improvements, and also approved a Service and Assessment Plan providing for the levy of the assessments on the Property, and did levy special assessments against the Property with an Assessment Ordinance based on the approved Service and Assessment Plan, ("PID Assessment"); and

WHEREAS, on January 4, 2018, by Ordinance No. O-18-01-04-12A, the City created Reinvestment Zone Number One, the Co-OP District Tax Increment Reinvestment Zone; and

WHEREAS, the Public Improvements were financed through the PID financing transaction described in that certain Limited Offering Memorandum approved and consented to by the City Council on December 6, 2018; and

WHEREAS, in furtherance of development of the Project, the following documents (the " Ancillary Documents") were executed by the Developer and former City Manager Jones and approved as to form by former City Attorney William H. Bingham:

(a) Option Agreement between the City and MA Partners, LLC., executed October 19, 2017.
(b) Amended and Restate Master Development Agreement between the City and Developer, executed May 18, 2018.
(c) First Amendment to Option Agreement between the City and Developer, executed May 18, 2018
(d) Special Warranty Deed executed May 18, 2018.
(e) First Amendment to the Amended and Restated Master Development Agreement between the City and Developer, executed September 1, 2018.
(f) Second Amendment to the Amended and Restated Master Development Agreement between the City and Developer, executed December 6, 2018.
(g) Third Amendment to the Amended and Restated Master Development Agreement between the City and Developer, executed July 22, 2019; and

WHEREAS, any other Fee Credit Agreements entered into between the Developer and former City Manager Jones and any other party, excluding the Hutto Bible Church, not listed above are null and void; and

WHEREAS, the City and the Developer desire to set forth in this Restatement acknowledgements of the current state of the Project, actions taken pursuant to the MDA and Ancillary Documents and to amend and restate the terms and conditions of the MDA; and

WHEREAS, certain controversies have arisen between the Parties regarding the Ancillary Documents, thereto, the validity and enforceability of the Ancillary Documents, and the Parties wish to resolve those controversies by the execution hereof and the mutual covenants contained herein; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
RECITALS

The recitals set forth above are true and correct and are incorporated, herein, and made a part hereof as findings for all purposes.

ARTICLE II
INCORPORATION BY REFERENCE

2.01 The terms of the MDA and Ancillary Documents are incorporated herein by reference.

2.01 By the execution of the Restatement, the terms of the MDA and Ancillary Documents are amended and restated, in accordance with this Restatement for the MDA, as set forth in Article III, below.

ARTICLE III
AMENDED AND RESTATED TERMS FOR THE MDA

3.01 Effect of Amended and Restated Terms. Upon the Restatement Effective Date of this Restatement, the Amended and Restated Terms as set forth in this Article III shall amend, and restate those certain provisions the MDA and Ancillary Documents in the manner referenced in this Article III. The Restatement shall supersede the MDA and Ancillary Documents. In the event of a conflict between a provision of this Restatement and the MDA or Ancillary Documents, then the provision of this Restatement shall prevail.

3.02 Development Standards . Development and Construction on the Property within the Co-Op District subject to the Restatement shall comply with the Hutto Co-Op District Design Guidelines, "Design Guidelines." The Design Guidelines are on file in the Hutto Development Services Department. All construction must meet the Design Guidelines, as may be amended by the Hutto Co-Op District Owners Association ("POA") Board, in accordance with and enforcement of the Design Guidelines by the Architectural Control Committee, ("ARC"), that is required by the POA. The City shall not issue a Building Permit if the Design Guidelines are not substantially followed unless approved by the ARC with an affirmative vote of the City Representative appointed to the POA Board Minimum First Floor Retail Areas shall be constructed in accordance with **Exhibit B-1,** Minimum First Floor Retail Areas. Developer may submit an application to vacate the Right-of-Way as shown on **Exhibit B-2**, ROW Vacation.

3.03 Additional Construction Conditions. Attached hereto as Exhibit "C" are the "Additional Construction Conditions" for construction on property within the Co-Op District subject to the MDA. All construction must meet the Additional Construction Conditions.

3.04 Architectural Control Committee. The City Manager or his designee shall be entitled to one position on the Architectural Control Committee of the Hutto Co-Op District Owners' Association.

3.05 Prohibited Uses. The Property is zoned Co-Op District Planned Unit Development, pursuant to City of Hutto Ordinance No. O-17-12-07-8A. The uses attached hereto as Exhibit "D" are prohibited on property within the Co-Op District subject to the MDA. In so much as the zoning applied to the property might otherwise allow these restricted uses, the Developer shall restrict the uses in Exhibit "D" from being allowed within the Co-Op District. An application to amend the PUD to include the prohibited uses shall be filed by the Developer and the City will support the application. No permits or Certificates of Occupancy for the Prohibited Uses shall be issued or approved by the City for the prohibited uses.

3.06 Dedication and Conveyance of Gin Site and POA owned property.

(a) The Developer shall convey the Gin Site and Gin Lot, including the building, by Special Warranty Deed. The Gin Site was added as part of the Property subject to the Option Agreement pursuant to the First Amendment to Option Agreement, dated May 18, 2019. The Gin Site was conveyed to Developer with additional Option Property pursuant to a Special Warranty Deed dated May 18, 2018, and recorded in Document No. 2018044838 of the Official Records of Williamson County, Texas. The Warranty Deed contained a Right of Reverter that was later satisfied and terminated pursuant to that certain Affidavit of Satisfaction dated May 1, 2019, and recorded in Document No. 2019037372, of the Official Records of Williamson County, Texas. Within 150 days of the Restatement Effective Date of the Restatement, The Developer shall convey the Gin Site and Gin Lot, by Special Warranty Deed to the City after the PID Assessment is paid and confirmed by the PID Administrator for the City, provide title insurance evidencing clear title and remove all encumbrances to title. Developer will file a replat of the Gin site, removing the Southside parking from the Gin site and moving the north line 5' north to allow more access to the building on the north side. The plat will also show utility easements and the rear access road from the Southside parking area. The City agrees to waive all plat and review fees.

(b) The Town Green, Splash Pad, Irrigation Wells and Pump House, ("POA Property"), shall not be sold, transferred or otherwise conveyed unless sold, transferred or conveyed to the POA. Should the POA notify the City of the POA's intent to sell, transfer or otherwise convey the POA Property, the POA shall notify the City and shall dedicate and donate by Special Warranty Deed, the POA Property. If the City does not accept the Special Warrant Donation Deed of the POA Property, the City shall have the right to approve the purchaser of the POA Property by written consent to the sale, transfer or conveyance. A note shall be placed on final plats or replats and site plans that the POA Property shall not be sold, transferred or otherwise conveyed.

3.07 Repayment of Flix Credits. The First Amendment to Amended and Restated Master Development Agreement, dated September 1, 2018, provided for a $200,000 reduction in the value of the City Property, in exchange for Developer agreeing to provide to the Flix theater project a $200,000 financial incentive. However, because of the global Covid pandemic, Flix was unable to fulfill the terms of its lease with Developer, and was forced to terminate its project. Within five business days after the execution of the Restatement, the Developer shall tender to the City the amount of $100,000.00 or $50,000.00 if the payoff of the PID Assessment is more than $150,000.00.

3.08 Reduction of Fee Credits. The Third Amendment to the Amended and Restated Master Development Agreement, dated July 22, 2019, provided for Fee Credits (as defined therein) in the amount of $900,000. The Fee Credits shall be reduced as of the Restatement Effective Date hereof, to the amount that has been utilized by the Developer of such Fee Credits. A Fee Credit of up to $100,000 has been assigned to the Hutto Bible Church by the Developer. The Hutto Bible Church shall file an application for the Fee Credits with the City upon relocation and rebuilding of the church. No other Fee Credits given by the Developer or any other person or entity, including former City Manager Jones, shall be allowed. No Fee Credits shall be applied to Water, Wastewater or Transportation Impact Fees. No other waiver of Fees shall be allowed for applications, reviews, permit and inspection of the improvements. Other than the public infrastructure being conveyed in Section 3.11, below, Developer shall be required to post a two (2) year maintenance bond in accordance with the City's Unified Development Code and Hutto City Code.

3.09 Performance Standards, Default and Remedies. Because certain controversies have arisen between the Parties regarding the Ancillary Documents, thereto, the validity and enforceability of the Ancillary Documents, MDA Section 5.07(c) is deleted in its obligation of the Developer and replaced with the obligation of the Developer to start vertical construction of the Parking Garage. Developer shall have the later of (a) 270 days from the Restatement Effective Date of this Restatement, or (b) 210 days from receipt of building permits from the City to start vertical construction of the Parking Garage. Developer shall apply for building permits the later of ninety (90) days of the Restatement Effective Date, or within ninety (90) days of the date of the approved amended plat or replat. Within sixty (60) days, the City shall expeditiously review any application or permit for the Parking Garage. For each day after the sixty (60) day review period for the application or permit for the Parking Garage, Developer shall have an additional day added to the start day of vertical construction. MDA Section 5.07(d) Remedies is deleted in its entirety and replaced with the following: If Developer fails to perform on the Parking Garage Obligations as outlined in 3.09 of the Restatement, Developer shall have 30 days to cure the default upon written notice from City. If Developer fails to cure the default within 30 days after the written notice, then Developer shall deed the remaining undeveloped Property to the City and this Restatement shall terminate as to Developer's obligations under MDA Section 5.07.

(a) Section 10.03 Default; Remedies of the MDA shall remain in full force and effect.

(b) Developer shall not employ undocumented workers and certifies compliance with Section 10.04 Undocumented Workers of the MDA.

(c) Section 10.14 of the MDA is amended to remove "a recession" as an Event of Force Majeure. Developer agrees that economic market conditions are out of the control of the City and are a part of developing in a normal course of business.

3.10 City Hall Property and Maintenance. The pond next to City Hall on the City Hall Property shall be replated and conveyed to the POA. City Hall Property will be maintained by the POA. The POA has been maintaining the City Hall Property and the POA has been maintaining the City Hall Property. Within two weeks from the execution hereof, the City shall pay to the Developer the amount of $74,400 as the agreed amount for prior maintenance of the City Hall Property by the Developer satisfying all claims of arrears as long as invoices are provided to the City verifying the amount of $74,400. Additionally, City shall pay the lesser of (i) the actual, verified cost of maintaining City Hall Property , or (ii) $3,100 per month to the POA on an ongoing basis for maintenance of City Hall Property as long as funds are budgeted by the City and upon an invoice showing the actual costs of maintenance of the City Hall Property submitted to the City. Such amount paid by the City each year shall not increase by more than 3% over the previous year, as long as the scope of work as not increased at the request of the City. All landscaping required by the MDA that has been damaged and not replaced shall be reinstalled with landscaping by the developer.

3.11 Conveyance of Public Infrastructure and Improvement of Exchange Boulevard. Developer will convey to the City all public streets, roads, water, wastewater, and drainage infrastructure, not including the ponds, which have been completed to date, no later than May 22, 2023, in accordance with the City's Unified Development Code and Hutto City Code. The Developer shall complete the punch list items prior to submitting the above public improvements for acceptance. The punch list items, which are coating of an existing wastewater manhole located at the southwest corner of the former Flix tract near Exchange Blvd. and installation of the backer rod and sealant in the stone expansion joints on the pond wall, shall be repaired within 90 days from the Restatement Effective Date, hereof or repaired in accordance with the estimate for repairs as approved by the City Engineer The Developer shall provide a bank qualified letter of credit for construction defects not repaired prior to acceptance by the City.

(a) The Urban Style apartment complex, as shown on Exhibit B-1, located at the corner of Live Oak and Exchange Boulevard, Traffic Impact Fee, if required, shall contribute to the rebuilding of Exchange Boulevard from Live Oak to Highway 79. The City may have additional Traffic Impact Fees due from other developments to assist with the rebuilding Exchange Boulevard from Live Oak to Highway 79.

3.12 Event Management Agreement and Opening of Town Green. Developer and City shall negotiate and enter into the Event Management Agreement (as contemplated within Article 5.08 of the MDA) within 90 days after the Restatement Effective Date. The Event Management Agreement shall cover the Town Green, including the Amphitheater (Stage), and Splashpads. The Event Management Agreement shall, at a minimum, confirm that the Town Green shall be (i) open to the public at all times, except in the event of maintenance or construction; (ii) maintained by the POA in a first-class condition at its expense, (iii) be available for the City to plan/book events (at no cost to the City) for a minimum of one (1) day each month; and (iv) will calendar and plan events for each year by the end of September of the previous year. The Event Management Agreement shall provide for provisions of security, clean-up, insurance, and damages for events

sponsored by the City, and will further provide for coordination with the Association event coordinator for date scheduling. Developer will open for operation and make available to the public the Splash Pad and Town Green and Stage by May 25, 2023, in anticipation of Memorial Day weekend, 2023. Additionally, the Event Management Agreement shall provide a special, streamlined process for any required permitting for events to be held on the Town Green.

3.14 POA Maintenance Binder. Within 90 days from the Restatement Effective Date hereof, Developer shall provide to the City Manager a maintenance binder outlining standard operating procedures for how the POA plans to maintain the public access areas owned, or maintained, by the POA.

ARTICLE IV
MISCELLANEOUS

4.01 Notice. Any notice and or statement required and permitted to be delivered under this Restatement shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City:	City of Hutto Attn: James Earp, City Manager 500 West Live Oak Street Hutto, TX 78634 Phone: (512) 759-4030 Email: james.earp@HuttoTX.gov
With copy to:	Bojorquez Law Firm, P.C. Atten: Alan Bojorquez 11675 Jollyville Road, Suite 300 Austin, Texas 78759 Email. alan@texasmunicipallawyers.com
If to the Developer:	420 US 79, Ltd. 230 Klattenhoff Lane, Ste. 102 Hutto, Texas 78634 Attn: Wyatt Henderson and Bob Wunsch Phone: 972-715-6450 Email: whenderson@madev.com; bob@waterstonedevelopment.com
With required copy to:	Butler Family Interests PO Box 9190 Austin, TX 78766 Attn: Matt Harriss Phone: (512) 329-7550 Email: mharriss@butlerinterests.com

And: Sneed Vine & Perry
900 Congress Avenue., Suite 300
Austin, TX 78701
Attn: Bill Brown
Phone: (512) 494-3127
Email: bbrown@sneedvine.com

Any Party may designate a different address or different contact at any time upon written notice to the other Parties.

4.02 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Restatement. Regardless of which party prepared the initial draft of this Restatement, this Restatement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

4.03 Governing Law and Venue. This Restatement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

4.04 Severability. In the event any provisions of this Restatement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Restatement shall not be affected. It is also the intention of the Parties of this Restatement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Restatement, which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.05 Paragraph Headings. The paragraph headings contained in this Restatement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

4.06 No Third-Party Beneficiaries. This Restatement is not intended to confer any rights, privileges, or causes of action upon any third party.

4.07 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

Exhibit A: Property Description
Exhibit B-1: Minimum First Floor Retail Areas

Exhibit B-2: ROW Vacation

Exhibit C: Additional Construction Conditions
Exhibit D: Prohibited Uses
Exhibit E: HB 1295 Compliance and No Boycott Verification

4.08 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the

Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

4.09 No Waiver. The Parties may waive any of the conditions contained herein or any of the obligations of the other Party hereunder, but any such waiver shall be effective only if in writing and signed by the Party waiving such conditions or obligations.

4.10 Attorney's Fees. Should any legal action be brought by either Party because of a breach of this Agreement or to enforce any provision of this Agreement, then the prevailing party shall be entitled to its attorney fees and costs.

4.11 No Personal liability of public officials or the City. To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Restatement.

4.12 HB 1295 Compliance and No Boycott Verification. Developer shall verify compliance with HB 1295 and No Boycott requirements of state law, attached and Exhibit "D")

4.14 Reservation of Rights. To the extent consistent with this Agreement, each Party reserves all rights, privileges, and immunities under Applicable Laws.

4.15 Term. This Restatement shall become enforceable upon the Restatement Effective Date and shall expire on the same terms as the MDA.

4.16 Recorded in Real Property Records. This Restatement shall be recorded in the Williamson County Real Property Records.

4.17 Counterparts. To facilitate execution, this Restatement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all Persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Restatement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXECUTED to be effective as of the Restatement Effective Date.

CITY OF HUTTO, TEXAS,
a Home Rule city and municipal corporation

By: _____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary



DEVELOPER

420 US 79, LTD.,
a Texas limited partnership

By: 420 US 79 GP, LLC,
A Texas limited liability company,
Its General Partner

By: BCP GP, LLC,
A Texas limited liability company,
Its Sole Member

By: _____
Edward S. Butler, Sole Member

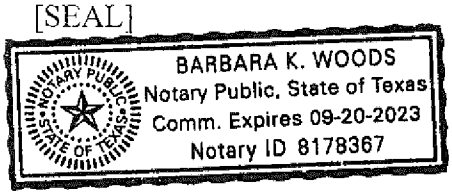
STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 4th day of May, 2023 by, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, a Texas limited liability company, on behalf of 420 US 79 GP, LLC.

SUBSCRIBED AND SWORN TO before me this 4th day of May, 2023.

[SEAL]



_____
Notary Signature

EXHIBIT "A"

PROPERTY DESCRIPTION

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 35.1021 ACRES (1,529,046 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24, BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T), AND BEING ALL OF LOTS 1-7 OF THE FINAL PLAT OF THE CO-OP DISTRICT, DEDICATED IN DOCUMENT NO. 2018038896 (O.P.R.W.C.T.), AND BEING ALL OF THE PORTIONS OF WEST LIVE OAK STREET (RIGHT-OF-WAY VARIES), WEST PECAN STREET (RIGHT-OF-WAY VARIES) AND CO-OP BOULEVARD (RIGHT-OF-WAY VARIES) DEDICATED IN SAID CO-OP DISTRICT, SAID 35.1021 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the common north corner of Lots 23 and 24, Block A, of Hutto Square Commercial Lots, recorded in Cabinet Z, Pages 281-282 (P.R.W.C.T.), and being the northwest corner of Lot 1 of said Co-op District, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with illegible cap found in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being the southwest corner of Lot 23, Block A of said Hutto Square Section 1, and being the northwest corner of Lot 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said WLD Petersen tract bears, N83°12'42"W, a distance of 422.93 feet;

THENCE, with the south line of Block A of said Hutto Square Section 1 and the north line of Lot 1 of said Co-op District, **S83°12'42"E**, a distance of **762.58** feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, said point being in the west line of Lot 1, Block 13 of the I. & G. N. Railroad Addition, a subdivision recorded in Volume 50, Page 251 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 1 of said Co-op District;

THENCE, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, in part with the west right-of-way line of said W. Live Oak Street, in part with the east line of Lot 1 of said Co-op District, in part over and across said W. Live Oak Street, and in part with the east line of Lot 2 of said Co-op District, **S07°51'48"W**, a distance of **107.24** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being a corner in the south right-of-way line of said W. Live Oak Street,

and being in the north line of Lot 1A, Block 9 of Railroad Addition, Lots 1-4, 5 (S/PT), and 7 Block 9, Amended Plat, recorded in Document No. 2015080695 (O.P.R.W.C.T.), and being a northeast corner of Lot 2 of said Co-op District;

THENCE, with the south right-of-way line of said W. Live Oak Street, in part with the north line of said Lot 1A, and in part with the north line of said 0.464 acre Hill Country Bible Church Hutto tract, the following three (3) courses and distances:

1) **N77°15'31"E**, a distance of **107.40** feet to a calculated point for an interior ell-corner hereof,
2) **N12°33'04"W**, a distance of **10.00** feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, and
3) **N77°15'31"E**, a distance of **180.05** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being at the intersection of the south right-of-way line of said W. Live Oak Street with the west right-of-way line of West Street (80' right-of-way), and being the northeast corner of said 0.464 acre Hill Country Bible Church Hutto tract;

THENCE, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, **S12°33'09"E**, a distance of **261.04** feet to a calculated point for an exterior ell-corner hereof, said point being at the intersection of the west right-of-way line of said West Street with the north right-of-way line of said Pecan Street, and being the southeast corner of said Lot 1A;

THENCE, with the north right-of-way line of said Pecan Street and the south line of said Lot 1A, **S77°15'17"W**, a distance of **329.78** feet to a calculated point for an interior ell-corner hereof, said point being a corner in the north right-of-way line of said Pecan Street, and being the southwest corner of said Lot 1A;

THENCE, leaving the north right-of-way line of said Pecan Street, over and across said Pecan Street, with the portion of said Pecan Street that was dedicated per plat of said Co-op District, the following four (4) courses and distances:

1) **S12°32'27"E**, a distance of **10.09** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof,
2) **S77°15'17"W**, a distance of **54.99** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof,
3) **S07°51'48"W**, a distance of **53.36** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, and
4) **N77°14'55"E**, a distance of **403.39** feet to a calculated point for an exterior ell-corner hereof;

THENCE, in part over and across said Pecan Street, in part with the west right-of-way line of said West Street, and in part with the east line of Lot 4 of said Co-op District, **S12°33'09"E**, a distance of **195.02** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of Lot 4 of said Co-op District;

THENCE, leaving the west right-of-way line of said West Street, with the south line of Lot 4 of said Co-op District, in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), **S77°14'55"W**, a distance of **79.26** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the northwest corner of a said Cast tract, and being an interior ell-corner of Lot 4 of said Co-op District;

THENCE, with the common line of said Cast tract and Lot 4 of said Co-op District, **S14°18'53"E**, a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being the southwest corner of said Cast tract, and being an exterior ell-corner of Lot 4 of said Co-op District;

THENCE, with the north right-of-way line of said Farley Street and the south line of Lot 4 of said Co-op District, **S77°03'02"W**, a distance of **192.83** feet to an 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, said point being at the northwest terminus of said Farley Street, and being the northeast corner of Lot 5 of said Co-op District;

THENCE, in part with the western terminus of said Farley Street, in part with the west line of Block 1 of the Amended Plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, a subdivision plat recorded in Cabinet EE, Slide 293 (P.R.W.C.T.), and with the east lines of Lots 4 and 5 of said Co-op District, **S12°42'36"E**, a distance of **349.97** feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being an angle point in the north right-of-way line of U.S. Highway 79 (right-of-way varies), and being the southwest corner of said Block 1 of said Amended plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, and being the southeast corner of Lot 4 of said Co-op District;

THENCE, with the north right-of-way line of said U.S. Highway 79, in part with the south lines of Lots 4 and 6 of said Co-op District, and in part with the south terminus of said Co-Op Boulevard, the following five (5) courses and distances:

1) **S68°32'09"W**, a distance of **51.41** feet to a 1/2-inch iron rod with illegible cap found for a point of curvature hereof,
2) **44.01** Feet along the arc of a curve to the left, having a radius of **2,904.79** feet, and a chord which bears **S72°28'08"W**, a distance of **44.01** feet to a TxDot Type II brass disc found for a point of tangency hereof,
3) **S72°19'10"W**, a distance of **324.62** feet to a TxDot Type II brass disc found for a point of curvature hereof,
4) **246.50** Feet along the arc of a curve to the right, having a radius of **2,824.79** feet, and a chord which bears **S74°47'48"W**, a distance of **246.42** feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for a point of tangency hereof, and
5) **S77°20'10"W**, a distance of **249.44** feet to a TxDot Type II brass disc found for the southwest corner hereof, said point being an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of a called 0.11 acre tract described in Volume 238, Page 172 (D.R.W.C.T.), and being a southwest corner Lot 6 of said Co-op District, from which a 1/2-inch iron rod with illegible cap found at an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of Lot 25A, Block A of Hutto Square Commercial Lots, Phase B, recorded in Cabinet BB, Slides 184-186 (P.R.W.C.T.), and being the southwest corner of said 0.11 acre tract bears, S89°00'55"W, a distance of 48.65 feet;

THENCE, leaving the north right-of-way line of said U.S. Highway 79, in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west line of Lot 6 of said Co-op District, **N07°31'47"E**, a distance of **321.82** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being the common north corner of said Lot 25A and Lot 6 of said Co-op District;

THENCE, with the common line of said Lot 25A and Lot 6 of said Co-op District, the following two (2) courses and distances:

1) **N86°13'57"W**, a distance of **307.47** feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, and
2) **S07°20'38"W**, a distance of **37.49** feet to 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at the common east corner of Lot 25B of said of Hutto Square Commercial Lots, Phase B and Lot 6 of said Co-op District;

THENCE, with the south line of Lot 6 of said Co-op District, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard, the following two (2) courses and distances:

1) **N79°31'52"W**, a distance of **188.64** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
2) **N67°36'52"W**, a distance of **211.01** feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being a southwest corner of Lot 6 of said Co-op District;

THENCE, with the east right-of-way line of said Exchange Boulevard and the west line of Lot 6 of said Co-op District, the following four (4) courses and distances:

1) **15.69** Feet along the arc of a curve to the left, having a radius of **680.00** feet, and a chord which bears **N07°41'36"W**, a distance of **15.69** feet to a mag nail with "4Ward Boundary" washer set for a point of reverse curvature hereof,
2) **193.73** Feet along the arc of a curve to the right, having a radius of **370.00** feet, and a chord which bears **N06°38'44"E**, a distance of **191.52** feet to a mag nail in asphalt found for a point of reverse curvature hereof,
3) **96.13** Feet along the arc of a curve to the left, having a radius of **430.00** feet, and a chord which bears **N15°13'50"E**, a distance of **95.93** feet to a chiseled "X" found in concrete for a point of non-tangency hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being the northwest corner of said Lot 14, and
4) **S83°05'40"E**, a distance of **5.40** feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of Lot 6 of said Co-op District, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, the following four (4) courses and distances:

1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a calculated point for a point of tangency hereof, and
4) **N09°32'37"E**, a distance of **97.41** feet to a 1/2-inch iron rod with illegible cap found for a northwest corner hereof, said being the southwest corner of said W L D Petersen tract, and being the northwest corner of said Williamson County tract;

THENCE, leaving the east right-of-way line of said Exchange Boulevard, with the common line of said W L D Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof, said point being in the west line of Lot 2 of said Co-op District, and being in the west line of said Lot 24, and being the common east corner of said W L D Petersen tract and said Williamson County tract;

THENCE, with the east line of said W L D Petersen tract and Lot 24 of said Hutto Square Commercial Lots, and with the west line of said Lot 1 of said Co-op District, **N05°40'42"E**, a distance of **284.77** feet to the **POINT OF BEGINNING** and containing 35.1021 Acres (1,529,046 Square Feet) of land, more or less.

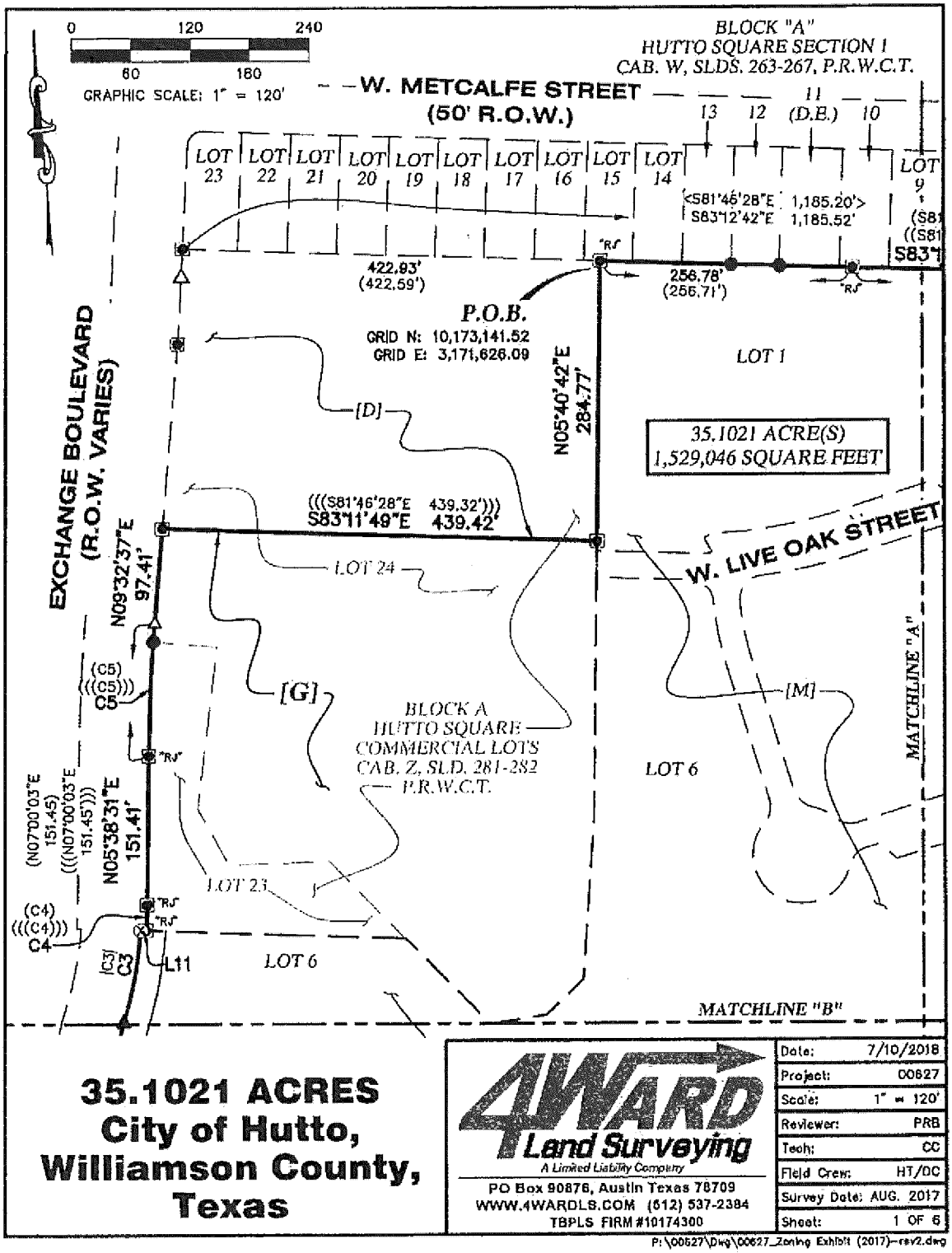
NOTE:

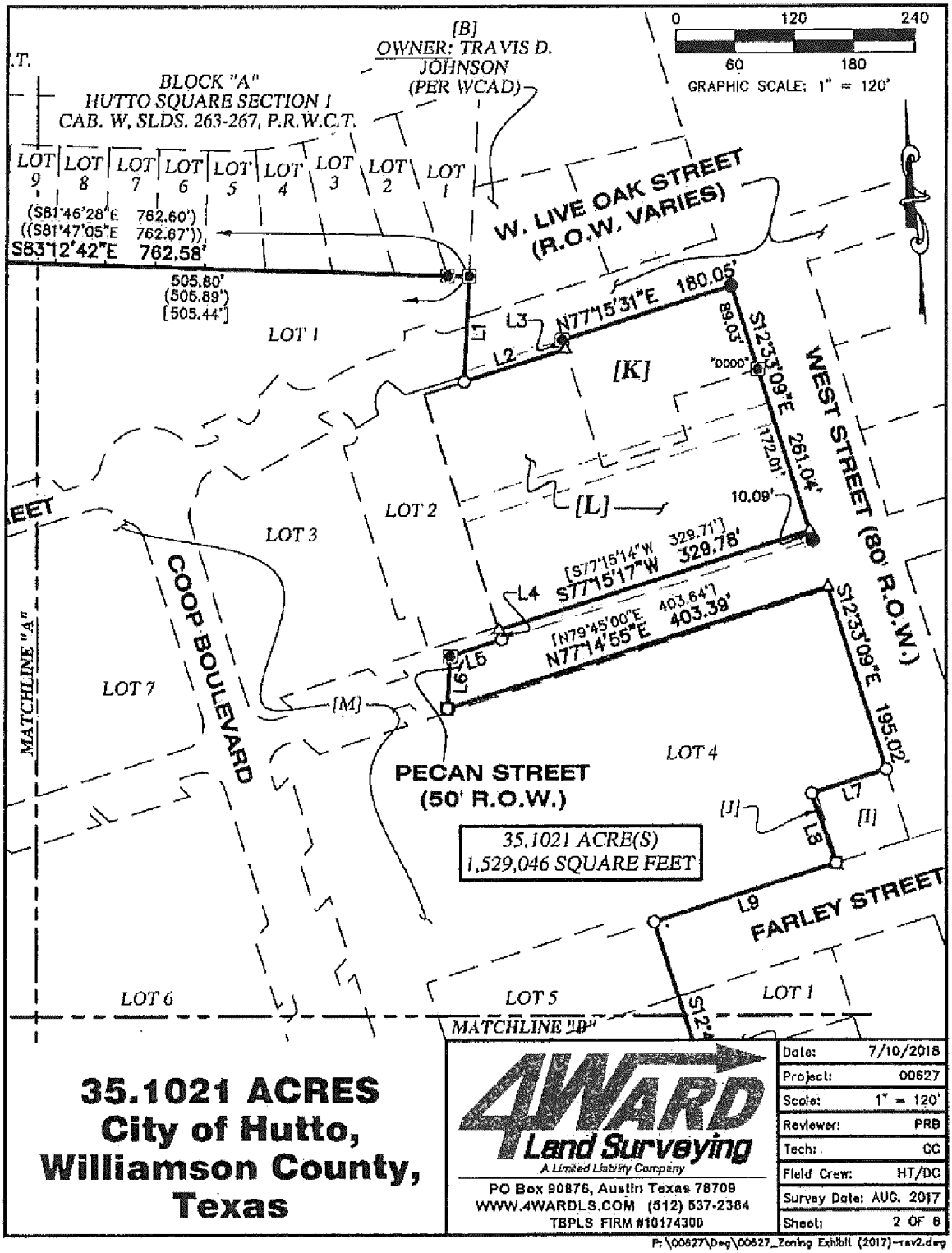
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_rev2.dwg).

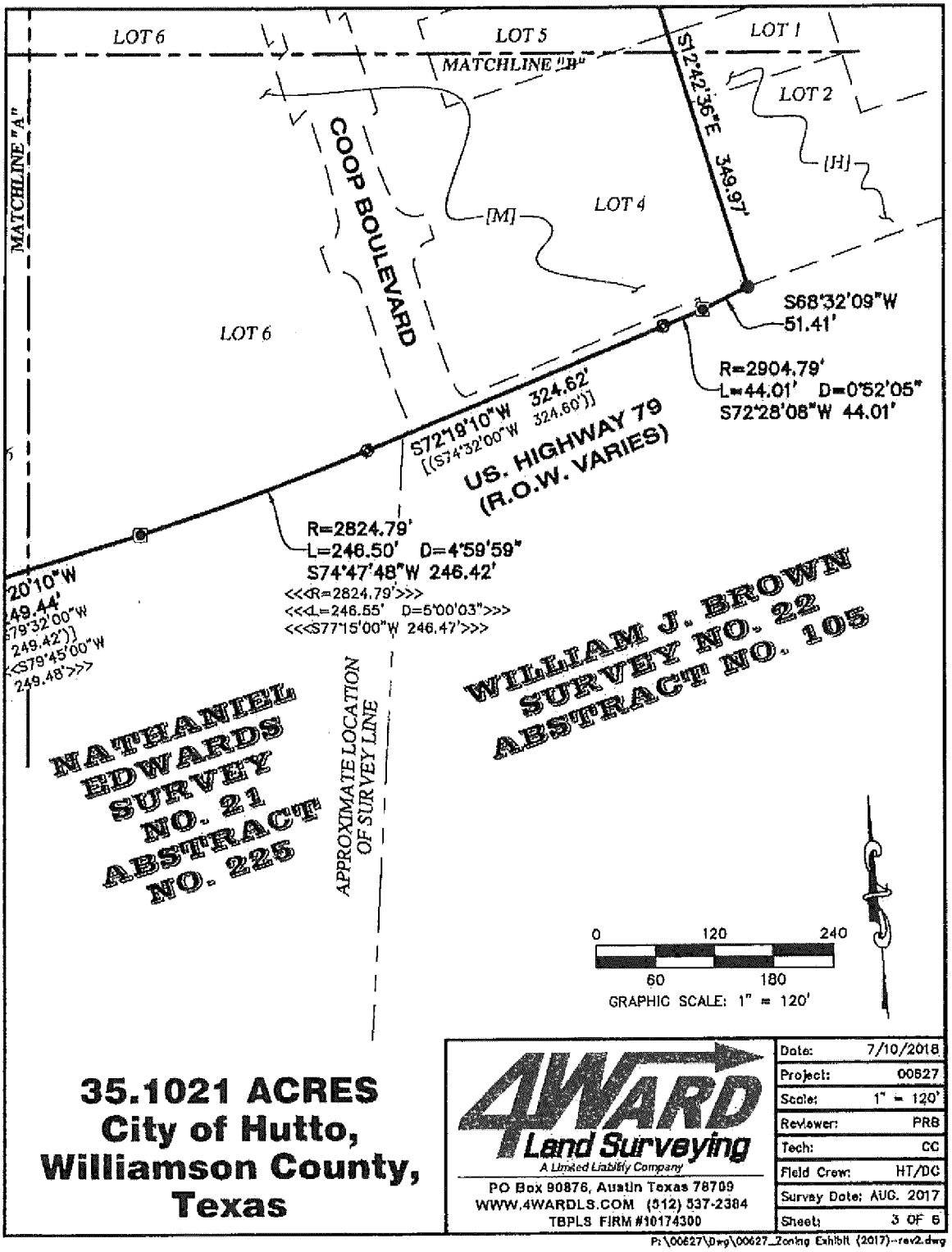
7/10/2018

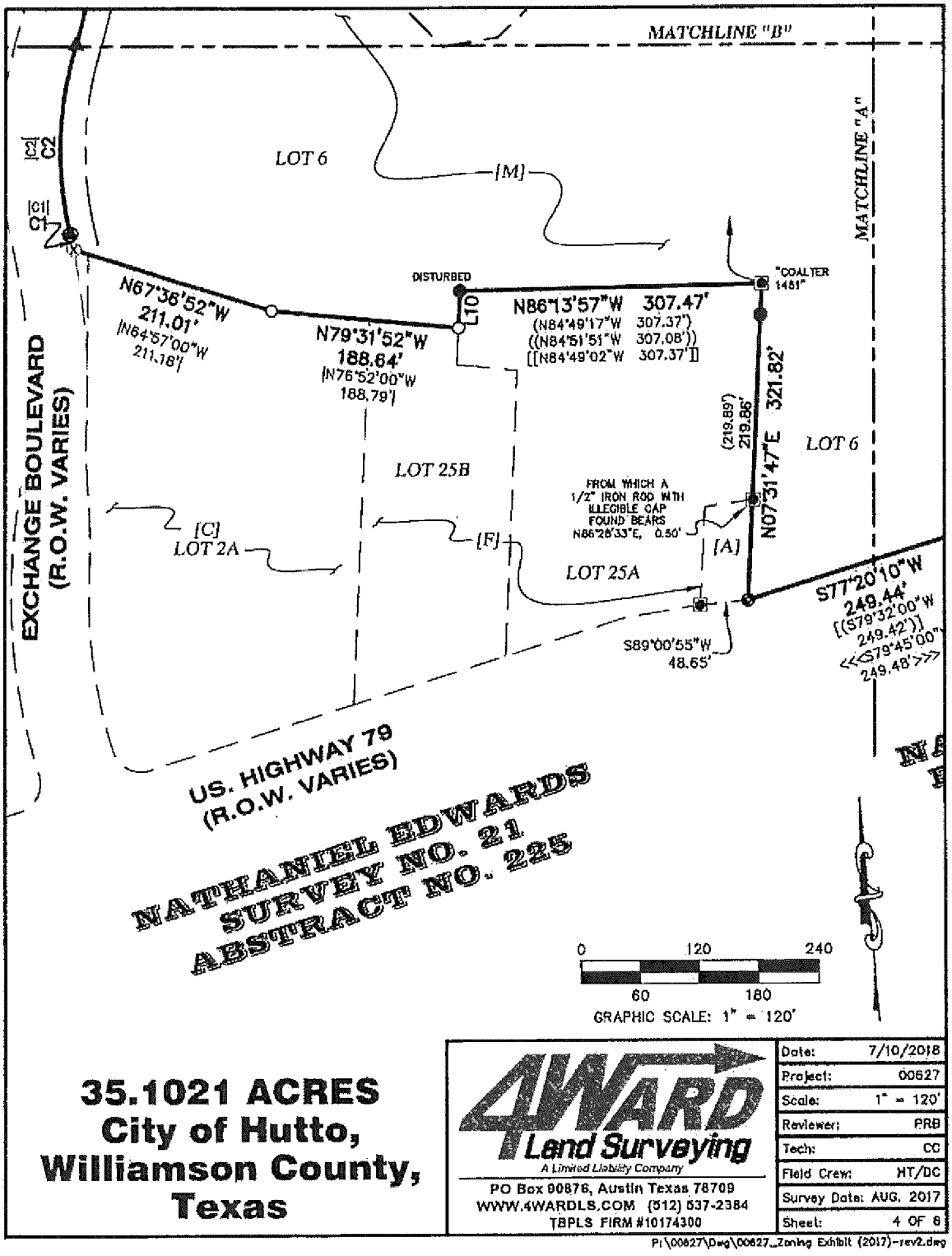
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC




0 120 240
60 180
GRAPHIC SCALE: 1" = 120'
BLOCK "A"
HUTTO SQUARE SECTION 1
CAB. W, SLDS. 263-267, P.R.W.C.T.
W. METCALFE STREET
(50' R.O.W.)
LOT 23 LOT 22 LOT 21 LOT 20 LOT 19 LOT 18 LOT 17 LOT 16 LOT 15 LOT 14
13 12 11 (D.E.) 10 LOT 9
<S81°46'28"E 1,185.20'>
S83°12'42"E 1,185.52'
422.93'
(422.59')
256.78'
(256.71')
P.O.B.
GRID N: 10,173,141.52
GRID E: 3,171,626.09
LOT 1
N05°40'42"E
284.77'
35.1021 ACRE(S)
1,529,046 SQUARE FEET
EXCHANGE BOULEVARD
(R.O.W. VARIES)
N09°32'37"E
97.41'
(((S81°46'28"E 439.32')))
S83°11'49"E 439.42'
W. LIVE OAK STREET
LOT 24
[D]
[G]
[M]
(C5)
(((C5)))
C5
BLOCK A
HUTTO SQUARE
COMMERCIAL LOTS
CAB. Z, SLD. 281-282
P.R.W.C.T.
LOT 6
MATCHLINE "A"
(N07°00'03"E
151.45)
(((N07°00'03"E
151.45')))
N05°38'31"E
151.41'
LOT 23
(C4)
(((C4)))
C4
C3
L11
LOT 6
MATCHLINE "B"
35.1021 ACRES
City of Hutto,
Williamson County,
Texas
4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300
Date: 7/10/2018
Project: 00627
Scale: 1" = 120'
Reviewer: PRB
Tech: CC
Field Crew: HT/DC
Survey Date: AUG. 2017
Sheet: 1 OF 6
P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev2.dwg


0 120 240
60 180
GRAPHIC SCALE: 1" = 120'
[B]
OWNER: TRAVIS D. JOHNSON
(PER WCAD)
BLOCK "A"
HUTTO SQUARE SECTION I
CAB. W, SLDS. 263-267, P.R.W.C.T.
LOT 9 LOT 8 LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2 LOT 1
(S81°46'28"E 762.60')
((S81°47'05"E 762.67')),
S83°12'42"E 762.58'
505.80'
(505.89')
[505.44']
W. LIVE OAK STREET
(R.O.W. VARIES)
LOT 1
L1
L2
L3
N77°15'31"E 180.05'
89.03'
S12°33'09"E 261.04'
172.01'
[K]
WEST STREET (80' R.O.W.)
LOT 2
[L]
10.09'
LOT 3
[S77°15'14"W 329.71']
S77°15'17"W 329.78'
L4
[N79°45'00"E 403.64']
N77°14'55"E 403.39'
S12°33'09"E 195.02'
L5
L6
L7
L8
L9
COOP BOULEVARD
MATCHLINE "A"
LOT 7
[M]
LOT 4
PECAN STREET
(50' R.O.W.)
[J]
[I]
35.1021 ACRE(S)
1,529,046 SQUARE FEET
FARLEY STREET
LOT 6
LOT 5
LOT 1
MATCHLINE "B"
35.1021 ACRES
City of Hutto,
Williamson County,
Texas
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300
Date: 7/10/2018
Project: 00627
Scale: 1" = 120'
Reviewer: PRB
Tech: CC
Field Crew: HT/DC
Survey Date: AUG. 2017
Sheet: 2 OF 6
P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev2.dwg


LOT 6
LOT 5
LOT 1
MATCHLINE "B"
MATCHLINE "A"
COOP BOULEVARD
S12°42'36"E 349.97'
LOT 2
[H]
[M]
LOT 4
LOT 6
S68°32'09"W
51.41'
R=2904.79'
L=44.01' D=0°52'05"
S72°28'08"W 44.01'
S72°19'10"W 324.62'
[(S74°32'00"W 324.60')]
US. HIGHWAY 79
(R.O.W. VARIES)
R=2824.79'
L=246.50' D=4°59'59"
S74°47'48"W 246.42'
<<<R=2824.79'>>>
<<<L=246.55' D=5°00'03">>>
<<<S77°15'00"W 246.47'>>>
20'10"W
49.44'
79°32'00"W
249.42')]
<<S79°45'00"W
249.48'>>>
NATHANIEL EDWARDS SURVEY NO. 21 ABSTRACT NO. 225
APPROXIMATE LOCATION OF SURVEY LINE
WILLIAM J. BROWN SURVEY NO. 22 ABSTRACT NO. 105
0
120
240
60
180
GRAPHIC SCALE: 1" = 120'
35.1021 ACRES
City of Hutto,
Williamson County,
Texas
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300
Date: 7/10/2018
Project: 00627
Scale: 1" = 120'
Reviewer: PRB
Tech: CC
Field Crew: HT/DC
Survey Date: AUG. 2017
Sheet: 3 OF 6
P:\00627\Dwg\00627_Zoning Exhibit (2017)--rev2.dwg



35.1021 ACRES
City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	7/10/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	4 OF 6

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev2.dwg

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	15.69'	680.00'	1°19'19"	N07°41'36"W	15.69'
C2	193.73'	370.00'	29°59'57"	N06°38'44"E	191.52'
C3	96.13'	430.00'	12°48'33"	N15°13'50"E	95.93'
C4	25.84'	435.00'	3°24'12"	N07°40'10"E	25.83'
C5	134.63'	1,965.00'	3°55'33"	N07°27'50"E	134.61'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
|C1|	15.69'	680.00'	1°19'19"	N04°50'20"W	15.69'
|C2|	193.74'	370.00'	30°00'02"	N09°30'00"E	191.53'
|C3|	95.84'	430.00'	12°46'12"	N18°06'54"E	95.64'
(C4)	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
(((C4)))	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
(C5)	134.74'	1,965.00'	3°55'44"	N08°57'55"E	134.72'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S07°51'48"W	107.24'
L2	N77°15'31"E	107.40'
L3	N12°33'04"W	10.00'
L4	S12°32'27"E	10.09'
L5	S77°15'17"W	54.99'
L6	S07°51'48"W	53.38'
L7	S77°14'55"W	79.26'
L8	S14°18'53"E	74.85'
L9	S77°03'02"W	192.63'
L10	S07°20'38"W	37.49'
L11	S83°05'40"E	5.40'

NOTES:
1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS.

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

7/10/2018

35.1021 ACRES
City of Hutto, Williamson County, Texas

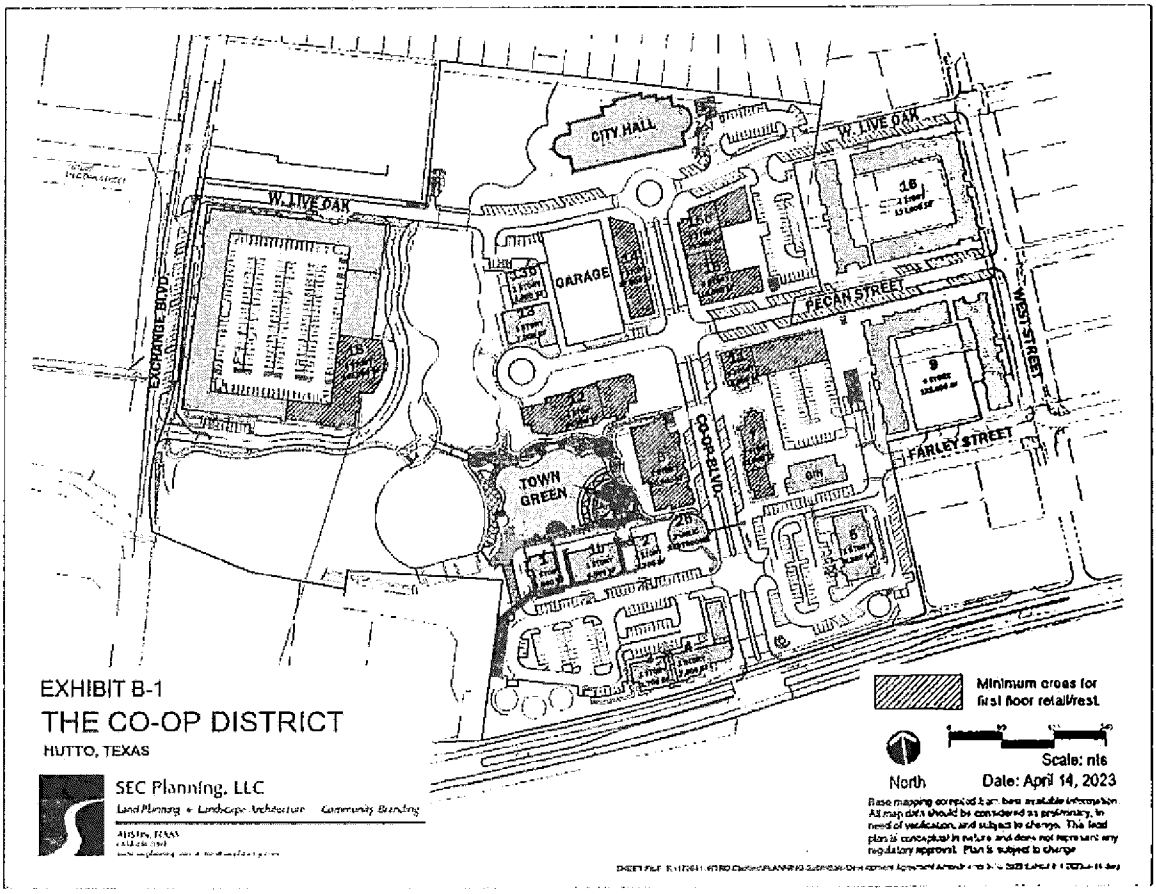
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 637-2384
TBPLS FIRM #10174300

Date:	7/10/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	5 OF 6

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev2.dwg

EXHIBIT "B-1"

MINIMUM FIRST FLOOR RETAIL AREAS

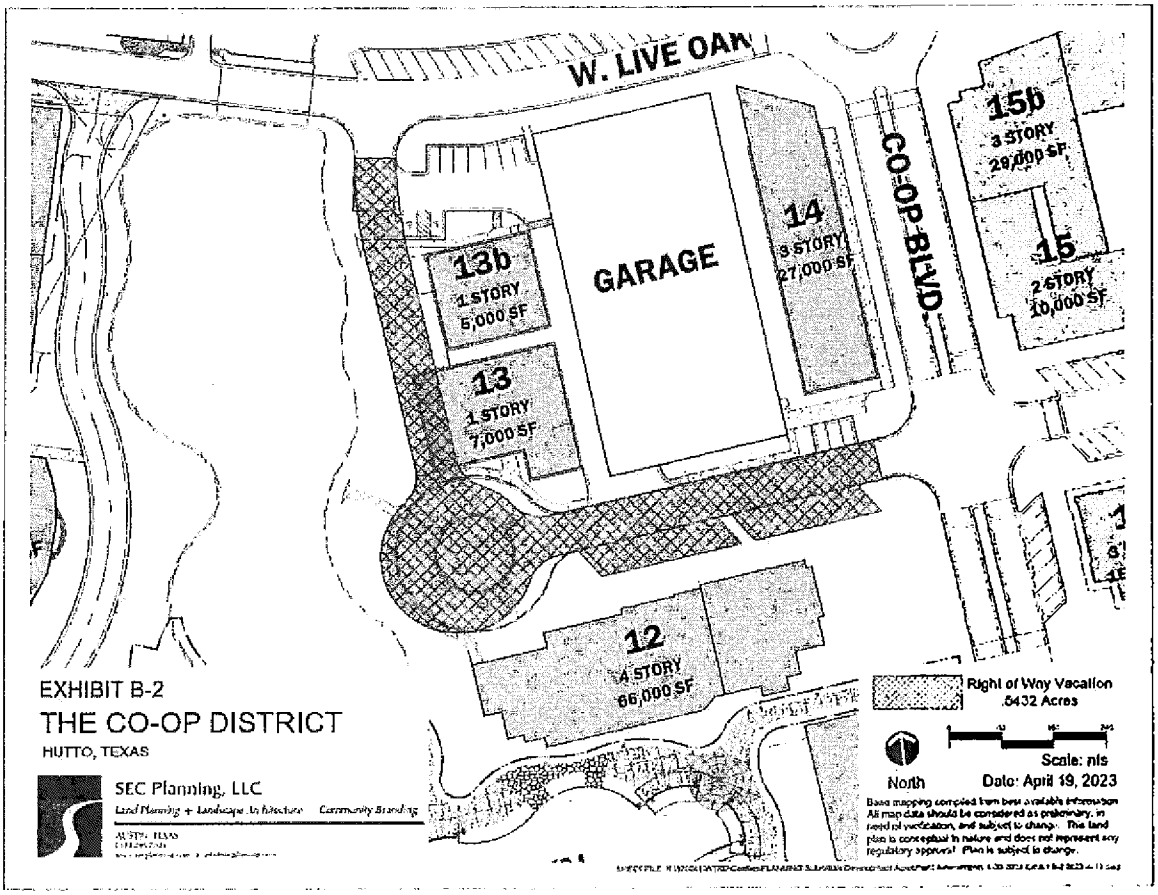


RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

EXHIBIT "B-2"

ROW VACATION



RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

EXHIBIT "C"

ADDITIONAL CONSTRUCTION CONDITIONS

1. Following the Restatement Effective Date hereof, all buildings not yet constructed or under construction must be at least two-~~story~~stories, except as set forth in No. 2 below, or except with a Special Use Permit.

2. Single-story restaurants shall be allowed that either front, or back up to, the lake or town green.

3. Multifamily-projects (other than the former Flix site, which is expressly discussed below in Paragraph 4, may be constructed within the Co-Op District so long as the first floor of all buildings as specifically identified on Exhibit B-1 are restricted to retail/restaurant/entertainment uses, except via Special Use Permit. Exceptions to these frontage requirements are allowed for entry drives to internal parking, stairwells, leasing offices, and convention space.

Live/work units, or dedicated stand-alone condominiums, or spaces that have an office appearing front facade that can function as a place to conduct business and reside, may be allowed on the first floor of buildings with consent of the City Council for the sections that are not primary retail, dining or entertainment corridors, such as Farley Street east of Coop Blvd, or sections of Pecan or West Street.

All allowed uses in the Planned Unit Development (PUD) (save and except Prohibited Uses as set forth in Exhibit D, including office space and multi-family uses, can occupy space on the second floor and above anywhere within the boundaries of the PUD.

Residential units shall not be required over restaurant uses, due to odors and noise.

4. Any multi-family project on the northwest portion of the Co-Op District (i.e., the former Flix site) must be constructed with first floor retail/restaurant/entertainment at a minimum of the area as identified on Exhibit B-1.

5. Parking Garage. Developer shall construct or cause to be constructed, a parking garage as shown in the location on the attached Exhibit B-1, with at least 400 parking spaces (the "Parking Garage"). Such parking spaces shall be open to the public since ~~it~~they will primarily serve City Hall, the adjacent restaurants, and possible office space. Developer may designate spaces within the Parking Garage as short-term vs. long-term, and other reasonable conditions (so for example, to require all-day employee parking to be on higher levels than short-term guests and visitors), based on uses and peak hour parking.

6. Re-plat of that portion of the property as is necessary to construct the Parking Garage and the next-door restaurant or restaurants, including the partial vacation of Pecan Street right-of-way, ("ROW"), per Exhibit B-2 shall be in accordance with the Unified Development Code and City

Manager authority to vacate ROW. The portion of the ROW vacation along the water will be replaced with patio and pedestrian promenade overlooking the lake. The portion of the ROW vacation that runs east/west will be a private road ending in a cul-de-sac. If vacation of ROW occurs, and developer fails to construct the Parking Garage and restaurant(s) that justified the vacation, then Developer shall rededicate the ROW by way of a plat amendment before any new development applications would be considered complete.

7. Buildings constructed within the Project may be constructed using zero-lot lines (no setbacks) as a basis for increasing density within the Project.

8. Once construction has begun on the Parking Garage and Restaurant, and the City has received plans for the former Flix Site that contains a fully wrapped urban style project wrapping a parking garage for both resident, visitor and public uses, and includes first floor or street level uses for dining, retail or entertainment uses as shown in Exhibit B-1, the re-plat of that portion of the property and abandon the on street parking on Live Oak on the former Flix Site, including the vacation of Live Oak ROW on said site.

9. During construction throughout the Co-Op District, temporary parking lots shall be allowed with an amended and approved site plan.

10. Upon completion of the Parking Garage, such that it is made available for City Hall parking at least 66 spaces on the top floor of the Parking Garage (reserved from 8am to 5pm Monday thru Friday), that Lot 2 of the Co-Op Plat (being the site of the existing City Hall temporary parking lot) shall be conveyed to the Developer within 30 days subject to the provisions of this Restatement.

11. Developer (or successor owner of the property) shall not be responsible for additional offsite construction costs except as required for uses that require additional capacity above the City approved 635 LUE's. Developer may increase the LUE's based on an actual use of water and sewer study and with the approval of a Service Extension Request

12. Concurrent building permits and site development permit applications may be filed by the Developer subject to at risk to the Developer, to expedite timing of construction.

13. The current rules and ordinances allow for sip and stroll of alcoholic beverages (open containers in public) and that there are no prohibitions or restrictions with regard to proximity of alcohol sales to church or education facilities beyond what is accounted for in State law. The Project will have the right to continue sip and stroll and future restrictions that may be enacted by the City in regard to proximity of alcohol sales to church or educational facilities shall not apply.

EXHIBIT "D"

PROHIBITED USES

Adult entertainment; Auto body repair shops; Automotive car wash; Automotive parts stores; Automotive service centers; Bank lobbies/bank branches (except for the space where the signed lease with The First National Bank of Sonora Texas is); Boat sales establishments; Building, electrical, or plumbing contractors; Building material sales with outdoor storage; Equipment rental, sales, or service (including heavy equipment, farm equipment, bulldozers, backhoes forklifts, cranes, etc.); Emissions inspection stations; Funeral homes or mausoleums; Heavy equipment and farm equipment sales and service, and truck rental; Lawnmower repair shops; Liquor stores (except as may be permitted in the Development Agreement); Log-splitting and storage lots; Manufactured homes; Mattress stores, Mobile home or mobile building leasing or sales lots; Machine or welding shops; Mini-warehouse facilities; New and used automobile sales and/or rental with outside storage of inventory; Pawn shops; Pest control businesses that store toxic chemicals on site; Payday Loans; Recovered materials processing; Motels that provide outside entries to individual units; Outdoor sales except via vendor permits; Outdoor storage of inventory; Self service laundries that are principal uses; Self-storage; Tattoo parlors; Taxidermists; Yard trimmings composting; Veterinarians.

EXHIBIT "E"

HB 1295 COMPLIANCE AND NO BOYCOTT VERIFCATION

A. **HB 1295 Compliance.**

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict-of-interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. **No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has

affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

C. **Verification Regarding Energy Company Boycotts.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

D. **Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

VERIFICATION BY DEVELOPER

I, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, as the authorized representative of and for the above Developer and swear that the Developer's verifications in Paragraph 4.12 of this Agreement are true.

By:_____
Edward S. Butler, Sole Member

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This HB 1295 Compliance and No Boycott Verification was acknowledged and verified before me on the ___ day of ___, 2023 by, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, a Texas limited liability company, on behalf of 420 US 79 GP, LLC.

SUBSCRIBED AND SWORN TO before me on this _____day of _____, 2023.

[SEAL]

_____
Notary Signature

EXHIBIT "G"

HB 1295 COMPLIANCE AND NO BOYCOTT VERIFCATION

A. **HB 1295 Compliance.**

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict-of-interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. **No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has

affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

C. **Verification Regarding Energy Company Boycotts.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

D. **Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This HB 1295 Compliance and No Boycott Verification was acknowledged before me on the 4th day of May, 2023 by, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, a Texas limited liability company, on behalf of 420 US 79 GP, LLC.

Edward S. Butler, Sole Member
420 US 79 GP, LLC

SUBSCRIBED AND SWORN TO before me this 4th day May, 2023.

NOTARY SIGNATURE

SEAL

BARBARA K. WOODS
Notary Public, State of Texas
Comm. Expires 09-20-2023
Notary ID 8178367

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2023037588

Pages: 33 Fee: $154.00
05/09/2023 03:08 PM
DLAM



Nancy E. Rister, County Clerk
Williamson County,Texas

AGENDA ITEM REPORT
5.6.

To:	Planning and Zoning Commission
Subject:	Conduct a public hearing and consider possible action on the CoOp District Resubdivision of Lot 1, approximately 3.37 acres, east of the northeast corner of W. Live Oak Street and Exchange Blvd.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

The Co-Op District is 28.99 acre development located on the north side of US 79 east of Exchange Boulevard. The property is bound by the Post Office on the west, existing residential to the north, and the remaining Co-Op District on the east and south.

SUMMARY OF REQUEST:

This replat subdivides Lot 1, currently developed with City Hall and a pond, into two lots to allow the pond to exist on its own lot and be conveyed to the Property Owner's Association. The pond lot will be sized at 1.36 acres with the remaining 2.0 acres containing City Hall and the adjacent parking lot on its own lot.

STAFF REVIEW:

Staff recommends that the Planning and Zoning Commission recommend approval of the replat.

FISCAL NOTES:

None for this item.

POLICY IMPLICATIONS:

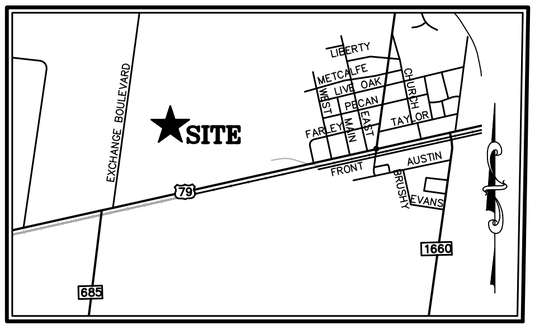
The replat is to satisfy requirements in the Amended Development Agreement approved by City Council on May 4, 2023.

ATTACHMENTS:

1. Co-OpDistResubLot1-U2-Plat(9-20-23)
2. CoOp Amended and Restated Agreement 5.4.23-001 Recorded (1)

VICINITY MAP

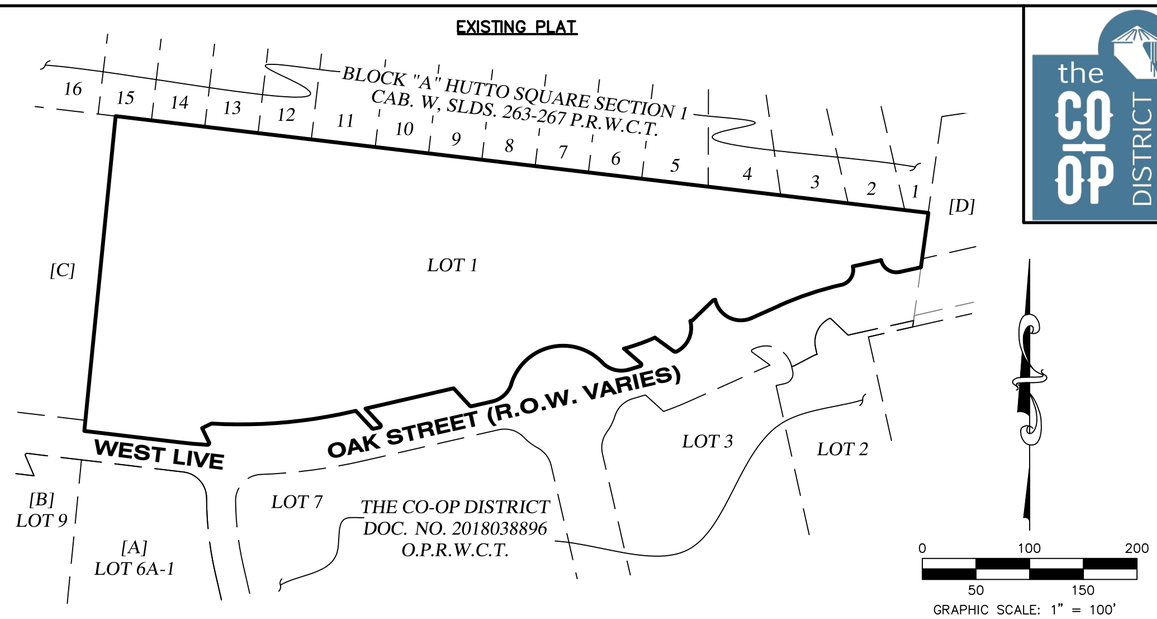
SCALE: 1" = 2000'

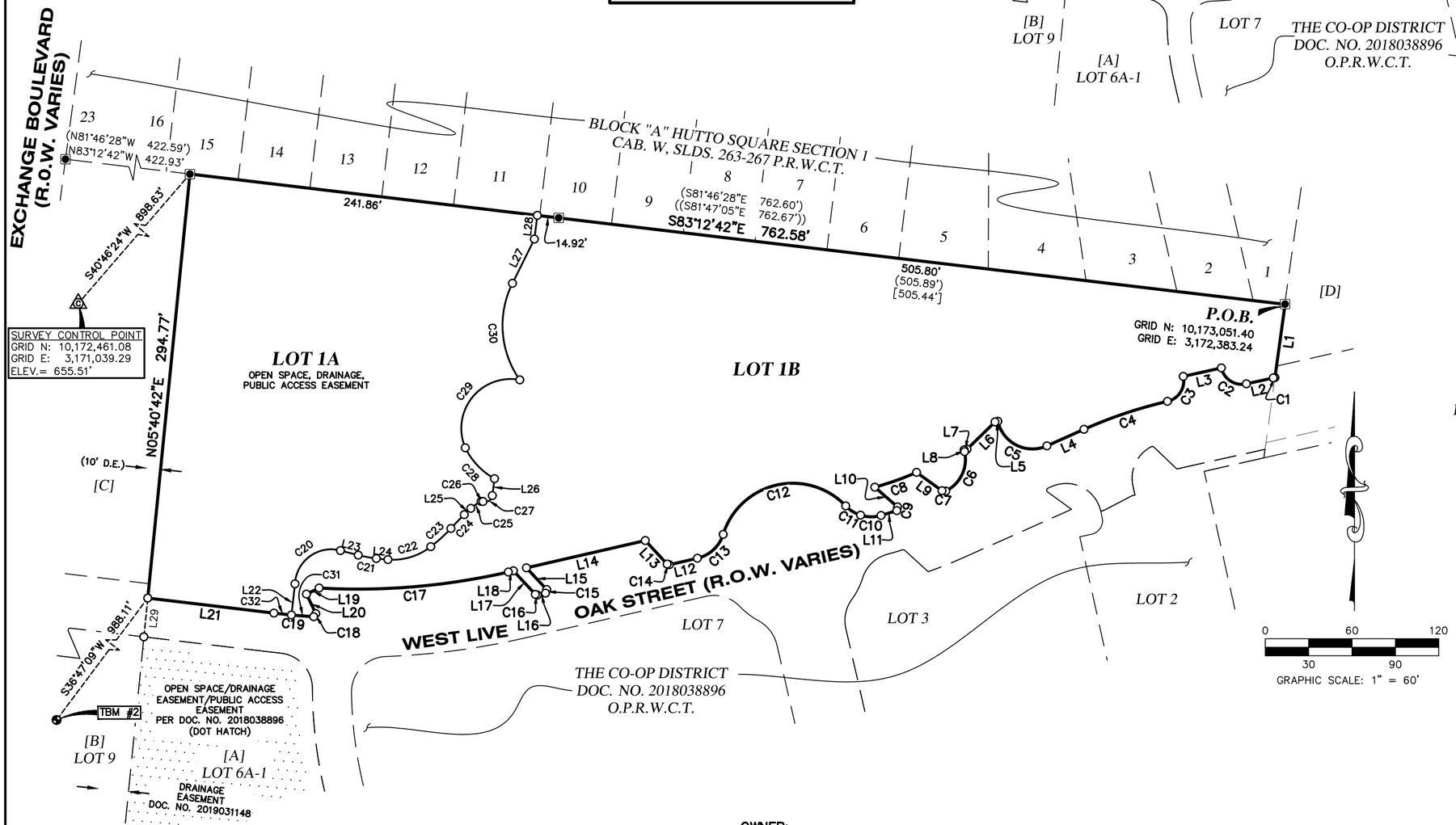


LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
◉	IRON ROD WITH "RJ" CAP FOUND (UNLESS NOTED)
⊙	SURVEY CONTROL POINT
◕	BENCHMARK
DOC. NO.	DOCUMENT NUMBER
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
[.....]	RECORD INFORMATION PER DEED DOC. NO. 2003119272
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282

EXISTING PLAT





[A] RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT DOC. NO. 2019123703 O.P.R.W.C.T.

[B] RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT DOC. NO. 2019031148 O.P.R.W.C.T.

[C] CALLED 2.814 ACRES W L D PETERSEN INVESTMENTS-HUTTO, LLC DOC. NO. 2015048567 O.P.R.W.C.T.

[D] PORTION OF LOT 1, BLOCK 13 I & GN RAILROAD ADDITION VOL. 50, PG. 253 D.R.W.C.T.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

SURVEY CONTROL:
STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS ON JULY 24, 2017, (NAVD 88) PROCESSED BY O.P.U.S., 4WARD CONTROL POINT WAS CHECKED TO LCRA MONUMENT CS01, HAVING A PUBLISHED GRID COORDINATE & (NAVD 88, GEOID 03 ELEVATION OF) N 10175029.3595, E 3169445.5793, ELEV. 678.7542'.

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO.48491C 0520E, WILLIAMSON COUNTY, TEXAS DATED SEPTEMBER 26, 2008.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

BENCHMARK NOTE:
TBM #2- SQUARE CUT ON TOP OF CONCRETE CURB ON THE SOUTH SIDE OF A DRIVEWAY ON THE WEST SIDE OF EXCHANGE BOULEVARD, ± 420' NORTH OF US HIGHWAY 79. ELEVATION = 656.26

OWNER:
JAMES EARP
CITY OF HUTTO
210 US-79
HUTTO, TX 78634

ENGINEER:
XAVIER GARZA-ROBLEDO, PE
HR GREEN DEVELOPMENT
5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TEXAS 78735

SURVEYOR:
STEVEN M. DUARTE, RPLS
4WARD LAND SURVEYING
4120 FREIDRICH, SUITE 200
AUSTIN, TEXAS 78744

ACREAGE TABLE

LOT #	ACRE(S)	SQ. FT.
1A	1.3648	59,449
1B	2.0028	87,244
TOTAL	3.3676	146,693

ACREAGE: 3.3676

PATENT SURVEY: NATHANIEL EDWARDS
SURVEY NO. 21, ABSTRACT NO. 225

NUMBER OF LOTS: 2

RESUBDIVISION OF LOT 1 OF THE CO-OP DISTRICT

HRGreen DEVELOPMENT TX
5508 HIGHWAY 290 W
SUITE 150
AUSTIN, TX 78735
PHONE: 512.872.6696
HRGreen.com

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/12/2023
Project:	00627
Scale:	1" = 60'
Reviewer:	SMD
Tech:	BAP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 3

P:\00627\Dwg\00627_REPLAT-LOT 1.dwg

LEGAL DESCRIPTION

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 3.3676 ACRES (146,693 SQUARE FEET), BEING ALL OF LOT 1 OF THE CO–OP DISTRICT, RECORDED IN DOCUMENT NO. 2018038896 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID LOT 1 BEING A PORTION OF A CALLED 8.62 ACRES CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2008077696 (O.P.R.W.C.T.) AND ALSO BEING A PORTION OF A CALLED 11.157 ACRES (TRACT 1) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T.), SAID 3.3676 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2–INCH IRON ROD WITH "RJ" CAP FOUND IN THE WEST LINE OF A TRACT DESCRIBED AS A PORTION OF LOT 1, BLOCK 13 OF THE I. G. & N. RAILROAD ADDITION, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 253 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, (D.R.W.C.T.), AND BEING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK "A" OF HUTTO SQUARE, SECTION 1, RECORDED IN CABINET W, SLIDES 263–267 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, (P.R.W.C.T.), AND BEING AT THE NORTHEAST CORNER OF LOT 1 OF SAID THE CO–OP DISTRICT, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, IN PART WITH THE WEST LINE OF SAID LOT 1, BLOCK 13 OF THE I. G. & N. RAILROAD ADDITION, IN PART WITH THE NORTH RIGHT–OF–WAY LINE OF WEST LIVE OAK STREET (RIGHT–OF–WAY VARIES), AND WITH THE EAST LINE OF LOT 1 OF SAID THE CO–OP DISTRICT, S07°51'48"W, A DISTANCE OF 51.12 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR THE SOUTHEAST CORNER AND A NON–TANGENT POINT OF CURVATURE HEREOF, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 1 OF SAID THE CO–OP DISTRICT;

THENCE, WITH THE NORTH RIGHT–OF–WAY LINE OF SAID WEST LIVE OAK STREET AND THE SOUTH LINE OF LOT 1 OF SAID THE CO–OP DISTRICT, THE FOLLOWING THIRTY–NINE (39) COURSES AND DISTANCES:

1) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 4986.50 FEET, WHOSE ARC LENGTH IS 1.18 FEET AND WHOSE CHORD BEARS S77°29'27"W, A DISTANCE OF 1.18 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
2) S77°29'51"W, A DISTANCE OF 19.04 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
3) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 14.50 FEET, WHOSE ARC LENGTH IS 22.78 FEET AND WHOSE CHORD BEARS N57°30'09"W, A DISTANCE OF 20.51 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
4) S77°28'38"W, A DISTANCE OF 27.00 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON–TANGENT POINT OF CURVATURE HEREOF,
5) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 14.50 FEET, WHOSE ARC LENGTH IS 22.67 FEET AND WHOSE CHORD BEARS S32°16'40"W, A DISTANCE OF 20.43 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON–TANGENT POINT OF COMPOUND CURVATURE HEREOF,
6) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 313.50 FEET, WHOSE ARC LENGTH IS 61.00 FEET AND WHOSE CHORD BEARS S71°29'00"W, A DISTANCE OF 60.91 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
7) S65°54'33"W, A DISTANCE OF 28.07 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
8) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 43.40 FEET AND WHOSE CHORD BEARS N63°20'48"W, A DISTANCE OF 37.94 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
9) S77°23'51"W, A DISTANCE OF 2.00 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
10) S45°47'30"W, A DISTANCE OF 27.05 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
11) S77°29'51"W, A DISTANCE OF 2.00 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
12) S12°30'09"E, A DISTANCE OF 1.33 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
13) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 32.55 FEET AND WHOSE CHORD BEARS S25°33'29"W, A DISTANCE OF 30.21 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON–TANGENT POINT OF COMPOUND CURVATURE HEREOF,
14) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 2.50 FEET, WHOSE ARC LENGTH IS 2.72 FEET AND WHOSE CHORD BEARS N85°14'11"W, A DISTANCE OF 2.59 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
15) N54°05'27"W, A DISTANCE OF 21.70 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON–TANGENT POINT OF CURVATURE HEREOF,
16) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 202.75 FEET, WHOSE ARC LENGTH IS 30.66 FEET AND WHOSE CHORD BEARS S70°26'13"W, A DISTANCE OF 30.63 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
17) S48°58'32"E, A DISTANCE OF 20.81 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
18) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.16 FEET AND WHOSE CHORD BEARS S11°22'26"W, A DISTANCE OF 2.61 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
19) S72°51'43"W, A DISTANCE OF 11.39 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON–TANGENT POINT OF CURVATURE HEREOF,
20) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 14.37 FEET AND WHOSE CHORD BEARS N89°11'56"W, A DISTANCE OF 14.16 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON–TANGENT POINT OF COMPOUND CURVATURE HEREOF,
21) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 12.29 FEET AND WHOSE CHORD BEARS N58°01'57"W, A DISTANCE OF 12.16 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON–TANGENT POINT OF COMPOUND CURVATURE HEREOF,
22) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 50.50 FEET, WHOSE ARC LENGTH IS 104.78 FEET AND WHOSE CHORD BEARS S76°53'43"W, A DISTANCE OF 86.97 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON–TANGENT POINT OF COMPOUND CURVATURE HEREOF,
23) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 25.43 FEET AND WHOSE CHORD BEARS S47°11'15"W, A DISTANCE OF 24.30 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
24) S77°03'39"W, A DISTANCE OF 19.97 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
25) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS N72°56'20"W, A DISTANCE OF 1.50 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
26) N42°56'20"W, A DISTANCE OF 22.23 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
27) S77°03'40"W, A DISTANCE OF 84.29 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
28) S42°56'20"E, A DISTANCE OF 20.50 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
29) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS S17°03'40"W, A DISTANCE OF 2.60 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
30) S77°03'40"W, A DISTANCE OF 5.77 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
31) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS N72°56'20"W, A DISTANCE OF 1.50 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
32) N42°56'20"W, A DISTANCE OF 22.23 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
33) S77°03'40"W, A DISTANCE OF 3.60 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
34) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 466.50 FEET, WHOSE ARC LENGTH IS 131.78 FEET AND WHOSE CHORD BEARS S85°09'12"W, A DISTANCE OF 131.34 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
35) S64°30'19"W, A DISTANCE OF 9.69 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
36) S25°29'41"E, A DISTANCE OF 14.96 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
37) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.12 FEET AND WHOSE CHORD BEARS S34°01'48"W, A DISTANCE OF 2.59 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON–TANGENT POINT OF COMPOUND CURVATURE HEREOF,
38) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 486.50 FEET, WHOSE ARC LENGTH IS 27.58 FEET AND WHOSE CHORD BEARS N84°49'16"W, A DISTANCE OF 27.58 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF, AND
39) N83°11'49"W, A DISTANCE OF 87.89 FEET TO A 1/2–INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, SAID POINT BEING A CORNER IN THE NORTH RIGHT–OF–WAY LINE OF SAID WEST LIVE OAK STREET, AND BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID THE CO–OP DISTRICT;

THENCE, IN PART WITH THE NORTH RIGHT–OF–WAY LINE OF SAID WEST LIVE OAK STREET, IN PART WITH THE EAST LINE OF A CALLED 2.814 ACRE TRACT CONVEYED TO W L D PETERSEN INVESTMENTS–HUTTO, LLC, IN DOCUMENT NO. 2015048567 (O.P.R.W.C.T.), AND WITH THE WEST LINE OF LOT 1 OF SAID THE CO–OP DISTRICT, N05°40'42"E, A DISTANCE OF 294.77 FEET TO A 1/2–INCH IRON ROD WITH "RJ" CAP FOUND FOR THE NORTHWEST CORNER HEREOF, SAID POINT BEING IN THE SOUTH LINE OF LOT 15 OF SAID BLOCK "A" OF HUTTO SQUARE, SECTION 1, AND BEING THE NORTHEAST CORNER OF SAID W L D PETERSEN TRACT, AND BEING THE NORTHWEST CORNER OF LOT 1 OF SAID THE CO–OP DISTRICT;

THENCE, WITH THE SOUTH LINE OF SAID BLOCK "A" OF HUTTO SQUARE, SECTION 1, AND THE NORTH LINE OF LOT 1 OF SAID THE CO–OP DISTRICT, S83°12'42"E, A DISTANCE OF 762.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.3676 ACRES (146,693 SQUARE FEET) OF LAND, MORE OR LESS.

RESUBDIVISION OF LOT 1 OF THE CO-OP DISTRICT

HRGreen
DEVELOPMENT TX
5508 HIGHWAY 290 W
SUITE 150
AUSTIN, TX 78735
PHONE: 512.872.6696
HRGreen.com

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/12/2023
Project:	00627
Scale:	–
Reviewer:	SMD
Tech:	BAP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 3

P:\00627\Dwg\00627_REPLAT–LOT 1.dwg

STATE OF TEXAS {
KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, JAMES EARP, MANAGER OF THE CITY OF HUTTO:

OWNER OF THE CERTAIN TRACT OF LAND TRACT OF LAND SHOWN HEREON AND DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 1 OF THE CO-OP DISTRICT, RECORDED IN DOCUMENT NO. 2018038896 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID LOT 1 BEING A PORTION OF A CALLED 8.62 ACRES CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2008077696 (O.P.R.W.C.T.) AND ALSO BEING A PORTION OF A CALLED 11.157 ACRES (TRACT 1) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T.).

AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS RESUBDIVISION IS TO BE KNOWN AS

RESUBDIVISION OF LOT 1
OF THE CO-OP DISTRICT

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20___.

BY: _____
JAMES EARP,
CITY MANAGER, CITY OF HUTTO
401 W. FRONT STREET
HUTTO, TEXAS 78634

STATE OF TEXAS {
KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 20___,

BY, JAMES EARP, WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE _____ DAY OF

_____, 20___.

_____
NOTARY PUBLIC, THE STATE OF TEXAS

_____ _____ _____
PRINTED NAME MY COMMISSION EXPIRES

STATE OF TEXAS {
KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, XAVIER GARZA-ROBLEDO, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

_____ DAY OF _____, 20____.

_____
XAVIER GARZA-ROBLEDO, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 135174
STATE OF TEXAS
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
512.872.6696

STATE OF TEXAS {
KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, STEVEN M. DUARTE, REGISTERED PUBLIC SURVEYOR NO. 5940, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON AUGUST 8, 2017.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

_____ DAY OF _____, 20____.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. FOR REVIEW PURPOSES ONLY.

_____
STEVEN M. DUARTE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5940
4WARD LAND SURVEYING
2201 WOODWARD STREET, SUITE 2201
AUSTIN, TEXAS 78744
512-537-2384

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
3. A MINIMUM 10 FOOT PUBLIC ACCESS EASEMENT SHALL BE DEDICATED ADJACENT TO ALL PUBLIC RIGHT OF WAY AT SITE DEVELOPMENT PERMIT.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
6. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
   WATER: CITY OF HUTTO
   WASTEWATER: CITY OF HUTTO
   ELECTRIC: ONCOR
   GAS (NATURAL OR PROPANE): ATMOS ENERGY/TEXAS COMMUNITY PROPANE
   PHONE/CABLE: TIME WARNER CABLE/CENTURY LINK
7. THERE ARE NO AREAS OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER NO. 48491C 0520E, DATED SEPTEMBER 26, 2008.
8. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT DEVELOPMENT (PER ORDINANCE O-19-05-16-11B), CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
9. A PROPERTY OWNER'S ASSOCIATION (POA) WILL BE ESTABLISHED AND IN PLACE PRIOR TO THE FIRST BUILDING CERTIFICATE OF OCCUPANCY BEING ISSUED.
10. ALL OPEN SPACE/DRAINAGE EASEMENTS/PUBLIC UTILITY EASEMENTS WILL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
11. SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
12. ALL EASEMENTS, COVENANTS AND RESTRICTIONS FROM THE PREVIOUS PLATS (THE CO-OP DISTRICT AND HUTTO SQUARE COMMERCIAL LOTS) SHALL APPLY TO THIS RESUBDIVISION PLAT, EXCEPT AS SHOWN.
13. LOT 1A IS AN OPEN SPACE/DRAINAGE/PUBLIC ACCESS EASEMENT.
14. TIF WILL BE DUE BASED ON ORDINANCE 2021-014.

STREET NAMES APPROVED

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION ON THE

_____ DAY OF _____, 20___.

_____ _____
PLANNING AND ZONING CHAIR DATE
RICHARD HUDSON

_____
DEVELOPMENT SERVICES DIRECTOR DATE
ASHLEY BAILEY, AICP

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	1.18'	4,986.51'	0°00'49"	S77°29'27"W	1.18'
C2	22.78'	14.50'	90°00'00"	N57°30'09"W	20.51'
C3	22.67'	14.50'	89°33'37"	S32°16'40"W	20.43'
C4	61.00'	313.50'	11°08'55"	S71°29'00"W	60.91'
C5	43.40'	24.50'	101°29'18"	N63°20'48"W	37.94'
C6	32.55'	24.50'	76°07'14"	S25°33'29"W	30.21'
C7	2.72'	2.50'	62°17'27"	N85°14'11"W	2.59'
C8	30.66'	202.75'	8°39'46"	S70°26'13"W	30.63'
C9	3.16'	1.50'	120°41'00"	S11°22'26"W	2.61'
C10	14.37'	24.50'	33°35'57"	N89°11'56"W	14.16'
C11	12.29'	24.50'	28°44'01"	N58°01'57"W	12.16'
C12	104.78'	50.50'	118°52'41"	S76°53'43"W	86.97'
C13	25.43'	24.50'	59°27'45"	S47°11'15"W	24.30'
C14	1.57'	1.50'	60°00'00"	N72°56'20"W	1.50'
C15	3.14'	1.50'	120°00'00"	S17°03'40"W	2.60'
C16	1.57'	1.50'	60°00'00"	N72°56'20"W	1.50'
C17	131.78'	466.50'	16°11'06"	S85°09'12"W	131.34'
C18	3.12'	1.50'	119°02'59"	S34°01'48"W	2.59'
C19	27.58'	486.50'	3°14'53"	N84°49'16"W	27.58'
C20	44.61'	25.10'	101°49'00"	N53°43'17"E	38.97'
C21	12.72'	138.87'	5°14'52"	S79°16'41"E	12.71'
C22	31.66'	42.62'	42°33'35"	N73°11'33"E	30.93'
C23	18.80'	101.33'	10°37'53"	N47°52'19"E	18.77'
C24	13.30'	167.73'	4°32'36"	N44°02'44"E	13.30'
C25	8.58'	29.72'	16°33'02"	N56°01'53"E	8.56'
C26	1.30'	2.30'	32°21'06"	S88°24'25"E	1.28'
C27	8.76'	5.00'	100°23'03"	N57°34'36"E	7.68'
C28	29.88'	50.07'	34°11'22"	N43°25'01"W	29.43'
C29	73.76'	34.18'	123°38'24"	N38°45'59"E	60.26'
C30	70.32'	65.55'	61°27'52"	N04°20'32"W	67.00'
C31	15.43'	486.50'	1°49'04"	N85°32'11"W	15.43'
C32	12.15'	486.50'	1°25'50"	N83°54'44"W	12.15'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S07°51'48"W	51.12'
L2	S77°29'51"W	19.04'
L3	S77°28'38"W	27.00'
L4	S65°54'33"W	28.07'
L5	S77°23'51"W	2.00'
L6	S45°47'30"W	27.05'
L7	S77°29'51"W	2.00'
L8	S12°30'09"E	1.33'
L9	N54°05'27"W	21.70'
L10	S48°58'32"E	20.81'
L11	S72°51'43"W	11.39'
L12	S77°03'39"W	19.97'
L13	N42°56'20"W	22.23'
L14	S77°03'40"W	84.29'
L15	S42°56'20"E	20.50'
L16	S77°03'40"W	5.77'
L17	N42°56'20"W	22.23'
L18	S77°03'40"W	3.60'
L19	S64°30'19"W	9.69'
L20	S25°29'41"E	14.96'
L21	N83°11'49"W	87.89'
L22	N06°34'23"E	21.64'
L23	S75°30'53"E	12.70'
L24	S84°56'25"E	8.10'
L25	N46°08'18"E	6.28'
L26	N07°23'04"E	11.75'
L27	N26°23'24"E	34.14'
L28	N06°47'18"E	16.54'
L29	N05°40'42"E	27.01'

STATE OF TEXAS {
KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___ A.D., AT ___O'CLOCK, __.M., AND DULY RECORDED THIS _____ DAY OF _____, 20___ A.D., AT ___O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

RESUBDIVISION OF LOT 1 OF THE CO-OP DISTRICT

HRGreen.
DEVELOPMENT TX
5508 HIGHWAY 290 W
SUITE 150
AUSTIN, TX 78735
PHONE: 512.872.6696
HRGreen.com

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/12/2023
Project:	00627
Scale:	–
Reviewer:	SMD
Tech:	BAP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	3 OF 3

P:\00627\Dwg\00627_REPLAT-LOT 1.dwg

ELECTRONICALLY RECORDED 2023037588
Williamson County, Texas Total Pages: 33

HUTTO CO-OP DISTRICT

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

This Amended and Restated Master Development Agreement (" Restatement") is entered into to be effective as of the 4th day of May, 2023 (the " Restatement Effective Date"), by and among the City of Hutto, Texas (the "City"), a home rule city organized under the laws of the State of Texas, and 420 US 79, Ltd., a Texas limited partnership (the "Developer"). The City and the Developer are, collectively, the "Parties" to this Restatement.

This Restatement supersedes and replaces in full those documents referred to as Amended and Restated Master Development Agreement between the City and Developer, dated May 18, 2018, amended by the First Amendment to Amended and Restated Master Development Agreement dated September 1, 2018, the Second Amendment to Amended and Restated Master Development Agreement dated December 6, 2018, and the Third Amendment to Amended and Restated Master Development Agreement dated July 22, 2019 (collectively, the "Ancillary Documents") .

This Restatement also supersedes and replaces in full, unless otherwise stated, herein, the Master Development Agreement, ("MDA"), between the City and MA Partners, LLC (the successor to Developer, the Agreement having been assigned to Developer), dated August 17, 2017, which remains the Effective Date of the MDA.

RECITALS

WHEREAS, the Co-Op District is being developed as an urban mixed-use development consisting of a mix of office, commercial, retail, residential and civic space, (the "Property"), as described in Exhibit "A," as the Property's proximity to Hutto's Historic Old Town, existing commercial district, and access to Highway 79 proves to be a great location for entertainment uses; and

WHEREAS, certain economic incentives to the Developer for development of the Project pursuant to the MDA were to be provided by the City; and

WHEREAS, MDA, Article III, Due Diligence Period expired; and

WHEREAS, pursuant to MDA, Article III, Section 3.03, a portion of Property was conveyed to Developer subject to a Right of Reverter that was later satisfied and removed; and

WHEREAS, pursuant to MDA, Article III, Section 3.06, the County Land was acquired by Developer; and

WHEREAS, pursuant to MDA, Article V, Sections 5.04 and 5.07 and Article VII, City Hall was constructed by Developer and accepted by the City; and

WHEREAS, pursuant to MDA, Article VI, the construction of the Initial Improvements and the Public Improvements has occurred; and

WHEREAS, on June 7, 2018, by Resolution No. R-18-06-07-9D, the City created the Public Improvement District, and levied assessments to finance the costs of all or a portion of the Public Improvements, and also approved a Service and Assessment Plan providing for the levy of the assessments on the Property, and did levy special assessments against the Property with an Assessment Ordinance based on the approved Service and Assessment Plan, ("PID Assessment"); and

WHEREAS, on January 4, 2018, by Ordinance No. O-18-01-04-12A, the City created Reinvestment Zone Number One, the Co-OP District Tax Increment Reinvestment Zone; and

WHEREAS, the Public Improvements were financed through the PID financing transaction described in that certain Limited Offering Memorandum approved and consented to by the City Council on December 6, 2018; and

WHEREAS, in furtherance of development of the Project, the following documents (the " Ancillary Documents") were executed by the Developer and former City Manager Jones and approved as to form by former City Attorney William H. Bingham:

(a) Option Agreement between the City and MA Partners, LLC., executed October 19, 2017.
(b) Amended and Restate Master Development Agreement between the City and Developer, executed May 18, 2018.
(c) First Amendment to Option Agreement between the City and Developer, executed May 18, 2018
(d) Special Warranty Deed executed May 18, 2018.
(e) First Amendment to the Amended and Restated Master Development Agreement between the City and Developer, executed September 1, 2018.
(f) Second Amendment to the Amended and Restated Master Development Agreement between the City and Developer, executed December 6, 2018.
(g) Third Amendment to the Amended and Restated Master Development Agreement between the City and Developer, executed July 22, 2019; and

WHEREAS, any other Fee Credit Agreements entered into between the Developer and former City Manager Jones and any other party, excluding the Hutto Bible Church, not listed above are null and void; and

WHEREAS, the City and the Developer desire to set forth in this Restatement acknowledgements of the current state of the Project, actions taken pursuant to the MDA and Ancillary Documents and to amend and restate the terms and conditions of the MDA; and

WHEREAS, certain controversies have arisen between the Parties regarding the Ancillary Documents, thereto, the validity and enforceability of the Ancillary Documents, and the Parties wish to resolve those controversies by the execution hereof and the mutual covenants contained herein; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
RECITALS

The recitals set forth above are true and correct and are incorporated, herein, and made a part hereof as findings for all purposes.

ARTICLE II
INCORPORATION BY REFERENCE

2.01 The terms of the MDA and Ancillary Documents are incorporated herein by reference.

2.01 By the execution of the Restatement, the terms of the MDA and Ancillary Documents are amended and restated, in accordance with this Restatement for the MDA, as set forth in Article III, below.

ARTICLE III
AMENDED AND RESTATED TERMS FOR THE MDA

3.01 Effect of Amended and Restated Terms. Upon the Restatement Effective Date of this Restatement, the Amended and Restated Terms as set forth in this Article III shall amend, and restate those certain provisions the MDA and Ancillary Documents in the manner referenced in this Article III. The Restatement shall supersede the MDA and Ancillary Documents. In the event of a conflict between a provision of this Restatement and the MDA or Ancillary Documents, then the provision of this Restatement shall prevail.

3.02 Development Standards . Development and Construction on the Property within the Co-Op District subject to the Restatement shall comply with the Hutto Co-Op District Design Guidelines, "Design Guidelines." The Design Guidelines are on file in the Hutto Development Services Department. All construction must meet the Design Guidelines, as may be amended by the Hutto Co-Op District Owners Association ("POA") Board, in accordance with and enforcement of the Design Guidelines by the Architectural Control Committee, ("ARC"), that is required by the POA. The City shall not issue a Building Permit if the Design Guidelines are not substantially followed unless approved by the ARC with an affirmative vote of the City Representative appointed to the POA Board Minimum First Floor Retail Areas shall be constructed in accordance with **Exhibit B-1,** Minimum First Floor Retail Areas. Developer may submit an application to vacate the Right-of-Way as shown on **Exhibit B-2**, ROW Vacation.

3.03 Additional Construction Conditions. Attached hereto as Exhibit "C" are the "Additional Construction Conditions" for construction on property within the Co-Op District subject to the MDA. All construction must meet the Additional Construction Conditions.

3.04 Architectural Control Committee. The City Manager or his designee shall be entitled to one position on the Architectural Control Committee of the Hutto Co-Op District Owners' Association.

3.05 Prohibited Uses. The Property is zoned Co-Op District Planned Unit Development, pursuant to City of Hutto Ordinance No. O-17-12-07-8A. The uses attached hereto as Exhibit "D" are prohibited on property within the Co-Op District subject to the MDA. In so much as the zoning applied to the property might otherwise allow these restricted uses, the Developer shall restrict the uses in Exhibit "D" from being allowed within the Co-Op District. An application to amend the PUD to include the prohibited uses shall be filed by the Developer and the City will support the application. No permits or Certificates of Occupancy for the Prohibited Uses shall be issued or approved by the City for the prohibited uses.

3.06 Dedication and Conveyance of Gin Site and POA owned property.

(a) The Developer shall convey the Gin Site and Gin Lot, including the building, by Special Warranty Deed. The Gin Site was added as part of the Property subject to the Option Agreement pursuant to the First Amendment to Option Agreement, dated May 18, 2019. The Gin Site was conveyed to Developer with additional Option Property pursuant to a Special Warranty Deed dated May 18, 2018, and recorded in Document No. 2018044838 of the Official Records of Williamson County, Texas. The Warranty Deed contained a Right of Reverter that was later satisfied and terminated pursuant to that certain Affidavit of Satisfaction dated May 1, 2019, and recorded in Document No. 2019037372, of the Official Records of Williamson County, Texas. Within 150 days of the Restatement Effective Date of the Restatement, The Developer shall convey the Gin Site and Gin Lot, by Special Warranty Deed to the City after the PID Assessment is paid and confirmed by the PID Administrator for the City, provide title insurance evidencing clear title and remove all encumbrances to title. Developer will file a replat of the Gin site, removing the Southside parking from the Gin site and moving the north line 5' north to allow more access to the building on the north side. The plat will also show utility easements and the rear access road from the Southside parking area. The City agrees to waive all plat and review fees.

(b) The Town Green, Splash Pad, Irrigation Wells and Pump House, ("POA Property"), shall not be sold, transferred or otherwise conveyed unless sold, transferred or conveyed to the POA. Should the POA notify the City of the POA's intent to sell, transfer or otherwise convey the POA Property, the POA shall notify the City and shall dedicate and donate by Special Warranty Deed, the POA Property. If the City does not accept the Special Warrant Donation Deed of the POA Property, the City shall have the right to approve the purchaser of the POA Property by written consent to the sale, transfer or conveyance. A note shall be placed on final plats or replats and site plans that the POA Property shall not be sold, transferred or otherwise conveyed.

3.07 Repayment of Flix Credits. The First Amendment to Amended and Restated Master Development Agreement, dated September 1, 2018, provided for a $200,000 reduction in the value of the City Property, in exchange for Developer agreeing to provide to the Flix theater project a $200,000 financial incentive. However, because of the global Covid pandemic, Flix was unable to fulfill the terms of its lease with Developer, and was forced to terminate its project. Within five business days after the execution of the Restatement, the Developer shall tender to the City the amount of $100,000.00 or $50,000.00 if the payoff of the PID Assessment is more than $150,000.00.

3.08 Reduction of Fee Credits. The Third Amendment to the Amended and Restated Master Development Agreement, dated July 22, 2019, provided for Fee Credits (as defined therein) in the amount of $900,000. The Fee Credits shall be reduced as of the Restatement Effective Date hereof, to the amount that has been utilized by the Developer of such Fee Credits. A Fee Credit of up to $100,000 has been assigned to the Hutto Bible Church by the Developer. The Hutto Bible Church shall file an application for the Fee Credits with the City upon relocation and rebuilding of the church. No other Fee Credits given by the Developer or any other person or entity, including former City Manager Jones, shall be allowed. No Fee Credits shall be applied to Water, Wastewater or Transportation Impact Fees. No other waiver of Fees shall be allowed for applications, reviews, permit and inspection of the improvements. Other than the public infrastructure being conveyed in Section 3.11, below, Developer shall be required to post a two (2) year maintenance bond in accordance with the City's Unified Development Code and Hutto City Code.

3.09 Performance Standards, Default and Remedies. Because certain controversies have arisen between the Parties regarding the Ancillary Documents, thereto, the validity and enforceability of the Ancillary Documents, MDA Section 5.07(c) is deleted in its obligation of the Developer and replaced with the obligation of the Developer to start vertical construction of the Parking Garage. Developer shall have the later of (a) 270 days from the Restatement Effective Date of this Restatement, or (b) 210 days from receipt of building permits from the City to start vertical construction of the Parking Garage. Developer shall apply for building permits the later of ninety (90) days of the Restatement Effective Date, or within ninety (90) days of the date of the approved amended plat or replat. Within sixty (60) days, the City shall expeditiously review any application or permit for the Parking Garage. For each day after the sixty (60) day review period for the application or permit for the Parking Garage, Developer shall have an additional day added to the start day of vertical construction. MDA Section 5.07(d) Remedies is deleted in its entirety and replaced with the following: If Developer fails to perform on the Parking Garage Obligations as outlined in 3.09 of the Restatement, Developer shall have 30 days to cure the default upon written notice from City. If Developer fails to cure the default within 30 days after the written notice, then Developer shall deed the remaining undeveloped Property to the City and this Restatement shall terminate as to Developer's obligations under MDA Section 5.07.

(a) Section 10.03 Default; Remedies of the MDA shall remain in full force and effect.

(b) Developer shall not employ undocumented workers and certifies compliance with Section 10.04 Undocumented Workers of the MDA.

(c) Section 10.14 of the MDA is amended to remove "a recession" as an Event of Force Majeure. Developer agrees that economic market conditions are out of the control of the City and are a part of developing in a normal course of business.

3.10 City Hall Property and Maintenance. The pond next to City Hall on the City Hall Property shall be replated and conveyed to the POA. City Hall Property will be maintained by the POA. The POA has been maintaining the City Hall Property and the POA has been maintaining the City Hall Property. Within two weeks from the execution hereof, the City shall pay to the Developer the amount of $74,400 as the agreed amount for prior maintenance of the City Hall Property by the Developer satisfying all claims of arrears as long as invoices are provided to the City verifying the amount of $74,400. Additionally, City shall pay the lesser of (i) the actual, verified cost of maintaining City Hall Property , or (ii) $3,100 per month to the POA on an ongoing basis for maintenance of City Hall Property as long as funds are budgeted by the City and upon an invoice showing the actual costs of maintenance of the City Hall Property submitted to the City. Such amount paid by the City each year shall not increase by more than 3% over the previous year, as long as the scope of work as not increased at the request of the City. All landscaping required by the MDA that has been damaged and not replaced shall be reinstalled with landscaping by the developer.

3.11 Conveyance of Public Infrastructure and Improvement of Exchange Boulevard. Developer will convey to the City all public streets, roads, water, wastewater, and drainage infrastructure, not including the ponds, which have been completed to date, no later than May 22, 2023, in accordance with the City's Unified Development Code and Hutto City Code. The Developer shall complete the punch list items prior to submitting the above public improvements for acceptance. The punch list items, which are coating of an existing wastewater manhole located at the southwest corner of the former Flix tract near Exchange Blvd. and installation of the backer rod and sealant in the stone expansion joints on the pond wall, shall be repaired within 90 days from the Restatement Effective Date, hereof or repaired in accordance with the estimate for repairs as approved by the City Engineer The Developer shall provide a bank qualified letter of credit for construction defects not repaired prior to acceptance by the City.

(a) The Urban Style apartment complex, as shown on Exhibit B-1, located at the corner of Live Oak and Exchange Boulevard, Traffic Impact Fee, if required, shall contribute to the rebuilding of Exchange Boulevard from Live Oak to Highway 79. The City may have additional Traffic Impact Fees due from other developments to assist with the rebuilding Exchange Boulevard from Live Oak to Highway 79.

3.12 Event Management Agreement and Opening of Town Green. Developer and City shall negotiate and enter into the Event Management Agreement (as contemplated within Article 5.08 of the MDA) within 90 days after the Restatement Effective Date. The Event Management Agreement shall cover the Town Green, including the Amphitheater (Stage), and Splashpads. The Event Management Agreement shall, at a minimum, confirm that the Town Green shall be (i) open to the public at all times, except in the event of maintenance or construction; (ii) maintained by the POA in a first-class condition at its expense, (iii) be available for the City to plan/book events (at no cost to the City) for a minimum of one (1) day each month; and (iv) will calendar and plan events for each year by the end of September of the previous year. The Event Management Agreement shall provide for provisions of security, clean-up, insurance, and damages for events

sponsored by the City, and will further provide for coordination with the Association event coordinator for date scheduling. Developer will open for operation and make available to the public the Splash Pad and Town Green and Stage by May 25, 2023, in anticipation of Memorial Day weekend, 2023. Additionally, the Event Management Agreement shall provide a special, streamlined process for any required permitting for events to be held on the Town Green.

3.14 POA Maintenance Binder. Within 90 days from the Restatement Effective Date hereof, Developer shall provide to the City Manager a maintenance binder outlining standard operating procedures for how the POA plans to maintain the public access areas owned, or maintained, by the POA.

ARTICLE IV
MISCELLANEOUS

4.01 Notice. Any notice and or statement required and permitted to be delivered under this Restatement shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City:	City of Hutto Attn: James Earp, City Manager 500 West Live Oak Street Hutto, TX 78634 Phone: (512) 759-4030 Email: james.earp@HuttoTX.gov
With copy to:	Bojorquez Law Firm, P.C. Atten: Alan Bojorquez 11675 Jollyville Road, Suite 300 Austin, Texas 78759 Email. alan@texasmunicipallawyers.com
If to the Developer:	420 US 79, Ltd. 230 Klattenhoff Lane, Ste. 102 Hutto, Texas 78634 Attn: Wyatt Henderson and Bob Wunsch Phone: 972-715-6450 Email: whenderson@madev.com; bob@waterstonedevelopment.com
With required copy to:	Butler Family Interests PO Box 9190 Austin, TX 78766 Attn: Matt Harriss Phone: (512) 329-7550 Email: mharriss@butlerinterests.com

And: Sneed Vine & Perry
900 Congress Avenue., Suite 300
Austin, TX 78701
Attn: Bill Brown
Phone: (512) 494-3127
Email: bbrown@sneedvine.com

Any Party may designate a different address or different contact at any time upon written notice to the other Parties.

4.02 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Restatement. Regardless of which party prepared the initial draft of this Restatement, this Restatement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

4.03 Governing Law and Venue. This Restatement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

4.04 Severability. In the event any provisions of this Restatement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Restatement shall not be affected. It is also the intention of the Parties of this Restatement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Restatement, which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.05 Paragraph Headings. The paragraph headings contained in this Restatement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

4.06 No Third-Party Beneficiaries. This Restatement is not intended to confer any rights, privileges, or causes of action upon any third party.

4.07 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

Exhibit A: Property Description
Exhibit B-1: Minimum First Floor Retail Areas

Exhibit B-2: ROW Vacation

Exhibit C: Additional Construction Conditions
Exhibit D: Prohibited Uses
Exhibit E: HB 1295 Compliance and No Boycott Verification

4.08 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the

Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

4.09 No Waiver. The Parties may waive any of the conditions contained herein or any of the obligations of the other Party hereunder, but any such waiver shall be effective only if in writing and signed by the Party waiving such conditions or obligations.

4.10 Attorney's Fees. Should any legal action be brought by either Party because of a breach of this Agreement or to enforce any provision of this Agreement, then the prevailing party shall be entitled to its attorney fees and costs.

4.11 No Personal liability of public officials or the City. To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Restatement.

4.12 HB 1295 Compliance and No Boycott Verification. Developer shall verify compliance with HB 1295 and No Boycott requirements of state law, attached and Exhibit "D")

4.14 Reservation of Rights. To the extent consistent with this Agreement, each Party reserves all rights, privileges, and immunities under Applicable Laws.

4.15 Term. This Restatement shall become enforceable upon the Restatement Effective Date and shall expire on the same terms as the MDA.

4.16 Recorded in Real Property Records. This Restatement shall be recorded in the Williamson County Real Property Records.

4.17 Counterparts. To facilitate execution, this Restatement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all Persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Restatement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXECUTED to be effective as of the Restatement Effective Date.

CITY OF HUTTO, TEXAS,
a Home Rule city and municipal corporation

By: _____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary



DEVELOPER

420 US 79, LTD.,
a Texas limited partnership

By: 420 US 79 GP, LLC,
A Texas limited liability company,
Its General Partner

By: BCP GP, LLC,
A Texas limited liability company,
Its Sole Member

By: _____
Edward S. Butler, Sole Member

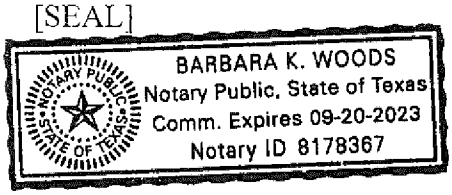
STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 4th day of May, 2023 by, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, a Texas limited liability company, on behalf of 420 US 79 GP, LLC.

SUBSCRIBED AND SWORN TO before me this 4th day of May, 2023.

[SEAL]



_____
Notary Signature

EXHIBIT "A"

PROPERTY DESCRIPTION

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 35.1021 ACRES (1,529,046 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24, BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T), AND BEING ALL OF LOTS 1-7 OF THE FINAL PLAT OF THE CO-OP DISTRICT, DEDICATED IN DOCUMENT NO. 2018038896 (O.P.R.W.C.T.), AND BEING ALL OF THE PORTIONS OF WEST LIVE OAK STREET (RIGHT-OF-WAY VARIES), WEST PECAN STREET (RIGHT-OF-WAY VARIES) AND CO-OP BOULEVARD (RIGHT-OF-WAY VARIES) DEDICATED IN SAID CO-OP DISTRICT, SAID 35.1021 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the common north corner of Lots 23 and 24, Block A, of Hutto Square Commercial Lots, recorded in Cabinet Z, Pages 281-282 (P.R.W.C.T.), and being the northwest corner of Lot 1 of said Co-op District, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with illegible cap found in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being the southwest corner of Lot 23, Block A of said Hutto Square Section 1, and being the northwest corner of Lot 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said WLD Petersen tract bears, N83°12'42"W, a distance of 422.93 feet;

THENCE, with the south line of Block A of said Hutto Square Section 1 and the north line of Lot 1 of said Co-op District, **S83°12'42"E**, a distance of **762.58** feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, said point being in the west line of Lot 1, Block 13 of the I. & G. N. Railroad Addition, a subdivision recorded in Volume 50, Page 251 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 1 of said Co-op District;

THENCE, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, in part with the west right-of-way line of said W. Live Oak Street, in part with the east line of Lot 1 of said Co-op District, in part over and across said W. Live Oak Street, and in part with the east line of Lot 2 of said Co-op District, **S07°51'48"W**, a distance of **107.24** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being a corner in the south right-of-way line of said W. Live Oak Street,

and being in the north line of Lot 1A, Block 9 of Railroad Addition, Lots 1-4, 5 (S/PT), and 7 Block 9, Amended Plat, recorded in Document No. 2015080695 (O.P.R.W.C.T.), and being a northeast corner of Lot 2 of said Co-op District;

THENCE, with the south right-of-way line of said W. Live Oak Street, in part with the north line of said Lot 1A, and in part with the north line of said 0.464 acre Hill Country Bible Church Hutto tract, the following three (3) courses and distances:

1) **N77°15'31"E**, a distance of **107.40** feet to a calculated point for an interior ell-corner hereof,
2) **N12°33'04"W**, a distance of **10.00** feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, and
3) **N77°15'31"E**, a distance of **180.05** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being at the intersection of the south right-of-way line of said W. Live Oak Street with the west right-of-way line of West Street (80' right-of-way), and being the northeast corner of said 0.464 acre Hill Country Bible Church Hutto tract;

THENCE, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, **S12°33'09"E**, a distance of **261.04** feet to a calculated point for an exterior ell-corner hereof, said point being at the intersection of the west right-of-way line of said West Street with the north right-of-way line of said Pecan Street, and being the southeast corner of said Lot 1A;

THENCE, with the north right-of-way line of said Pecan Street and the south line of said Lot 1A, **S77°15'17"W**, a distance of **329.78** feet to a calculated point for an interior ell-corner hereof, said point being a corner in the north right-of-way line of said Pecan Street, and being the southwest corner of said Lot 1A;

THENCE, leaving the north right-of-way line of said Pecan Street, over and across said Pecan Street, with the portion of said Pecan Street that was dedicated per plat of said Co-op District, the following four (4) courses and distances:

1) **S12°32'27"E**, a distance of **10.09** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof,
2) **S77°15'17"W**, a distance of **54.99** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof,
3) **S07°51'48"W**, a distance of **53.36** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, and
4) **N77°14'55"E**, a distance of **403.39** feet to a calculated point for an exterior ell-corner hereof;

THENCE, in part over and across said Pecan Street, in part with the west right-of-way line of said West Street, and in part with the east line of Lot 4 of said Co-op District, **S12°33'09"E**, a distance of **195.02** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of Lot 4 of said Co-op District;

THENCE, leaving the west right-of-way line of said West Street, with the south line of Lot 4 of said Co-op District, in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), **S77°14'55"W**, a distance of **79.26** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the northwest corner of a said Cast tract, and being an interior ell-corner of Lot 4 of said Co-op District;

THENCE, with the common line of said Cast tract and Lot 4 of said Co-op District, **S14°18'53"E**, a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being the southwest corner of said Cast tract, and being an exterior ell-corner of Lot 4 of said Co-op District;

THENCE, with the north right-of-way line of said Farley Street and the south line of Lot 4 of said Co-op District, **S77°03'02"W**, a distance of **192.83** feet to an 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, said point being at the northwest terminus of said Farley Street, and being the northeast corner of Lot 5 of said Co-op District;

THENCE, in part with the western terminus of said Farley Street, in part with the west line of Block 1 of the Amended Plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, a subdivision plat recorded in Cabinet EE, Slide 293 (P.R.W.C.T.), and with the east lines of Lots 4 and 5 of said Co-op District, **S12°42'36"E**, a distance of **349.97** feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being an angle point in the north right-of-way line of U.S. Highway 79 (right-of-way varies), and being the southwest corner of said Block 1 of said Amended plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, and being the southeast corner of Lot 4 of said Co-op District;

THENCE, with the north right-of-way line of said U.S. Highway 79, in part with the south lines of Lots 4 and 6 of said Co-op District, and in part with the south terminus of said Co-Op Boulevard, the following five (5) courses and distances:

1) **S68°32'09"W**, a distance of **51.41** feet to a 1/2-inch iron rod with illegible cap found for a point of curvature hereof,
2) **44.01** Feet along the arc of a curve to the left, having a radius of **2,904.79** feet, and a chord which bears **S72°28'08"W**, a distance of **44.01** feet to a TxDot Type II brass disc found for a point of tangency hereof,
3) **S72°19'10"W**, a distance of **324.62** feet to a TxDot Type II brass disc found for a point of curvature hereof,
4) **246.50** Feet along the arc of a curve to the right, having a radius of **2,824.79** feet, and a chord which bears **S74°47'48"W**, a distance of **246.42** feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for a point of tangency hereof, and
5) **S77°20'10"W**, a distance of **249.44** feet to a TxDot Type II brass disc found for the southwest corner hereof, said point being an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of a called 0.11 acre tract described in Volume 238, Page 172 (D.R.W.C.T.), and being a southwest corner Lot 6 of said Co-op District, from which a 1/2-inch iron rod with illegible cap found at an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of Lot 25A, Block A of Hutto Square Commercial Lots, Phase B, recorded in Cabinet BB, Slides 184-186 (P.R.W.C.T.), and being the southwest corner of said 0.11 acre tract bears, S89°00'55"W, a distance of 48.65 feet;

THENCE, leaving the north right-of-way line of said U.S. Highway 79, in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west line of Lot 6 of said Co-op District, **N07°31'47"E**, a distance of **321.82** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being the common north corner of said Lot 25A and Lot 6 of said Co-op District;

THENCE, with the common line of said Lot 25A and Lot 6 of said Co-op District, the following two (2) courses and distances:

1) **N86°13'57"W**, a distance of **307.47** feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, and
2) **S07°20'38"W**, a distance of **37.49** feet to 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at the common east corner of Lot 25B of said of Hutto Square Commercial Lots, Phase B and Lot 6 of said Co-op District;

THENCE, with the south line of Lot 6 of said Co-op District, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard, the following two (2) courses and distances:

1) **N79°31'52"W**, a distance of **188.64** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
2) **N67°36'52"W**, a distance of **211.01** feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being a southwest corner of Lot 6 of said Co-op District;

THENCE, with the east right-of-way line of said Exchange Boulevard and the west line of Lot 6 of said Co-op District, the following four (4) courses and distances:

1) **15.69** Feet along the arc of a curve to the left, having a radius of **680.00** feet, and a chord which bears **N07°41'36"W**, a distance of **15.69** feet to a mag nail with "4Ward Boundary" washer set for a point of reverse curvature hereof,
2) **193.73** Feet along the arc of a curve to the right, having a radius of **370.00** feet, and a chord which bears **N06°38'44"E**, a distance of **191.52** feet to a mag nail in asphalt found for a point of reverse curvature hereof,
3) **96.13** Feet along the arc of a curve to the left, having a radius of **430.00** feet, and a chord which bears **N15°13'50"E**, a distance of **95.93** feet to a chiseled "X" found in concrete for a point of non-tangency hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being the northwest corner of said Lot 14, and
4) **S83°05'40"E**, a distance of **5.40** feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of Lot 6 of said Co-op District, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, the following four (4) courses and distances:

1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a calculated point for a point of tangency hereof, and
4) **N09°32'37"E**, a distance of **97.41** feet to a 1/2-inch iron rod with illegible cap found for a northwest corner hereof, said being the southwest corner of said W L D Petersen tract, and being the northwest corner of said Williamson County tract;

THENCE, leaving the east right-of-way line of said Exchange Boulevard, with the common line of said W L D Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof, said point being in the west line of Lot 2 of said Co-op District, and being in the west line of said Lot 24, and being the common east corner of said W L D Petersen tract and said Williamson County tract;

THENCE, with the east line of said W L D Petersen tract and Lot 24 of said Hutto Square Commercial Lots, and with the west line of said Lot 1 of said Co-op District, **N05°40'42"E**, a distance of **284.77** feet to the **POINT OF BEGINNING** and containing 35.1021 Acres (1,529,046 Square Feet) of land, more or less.

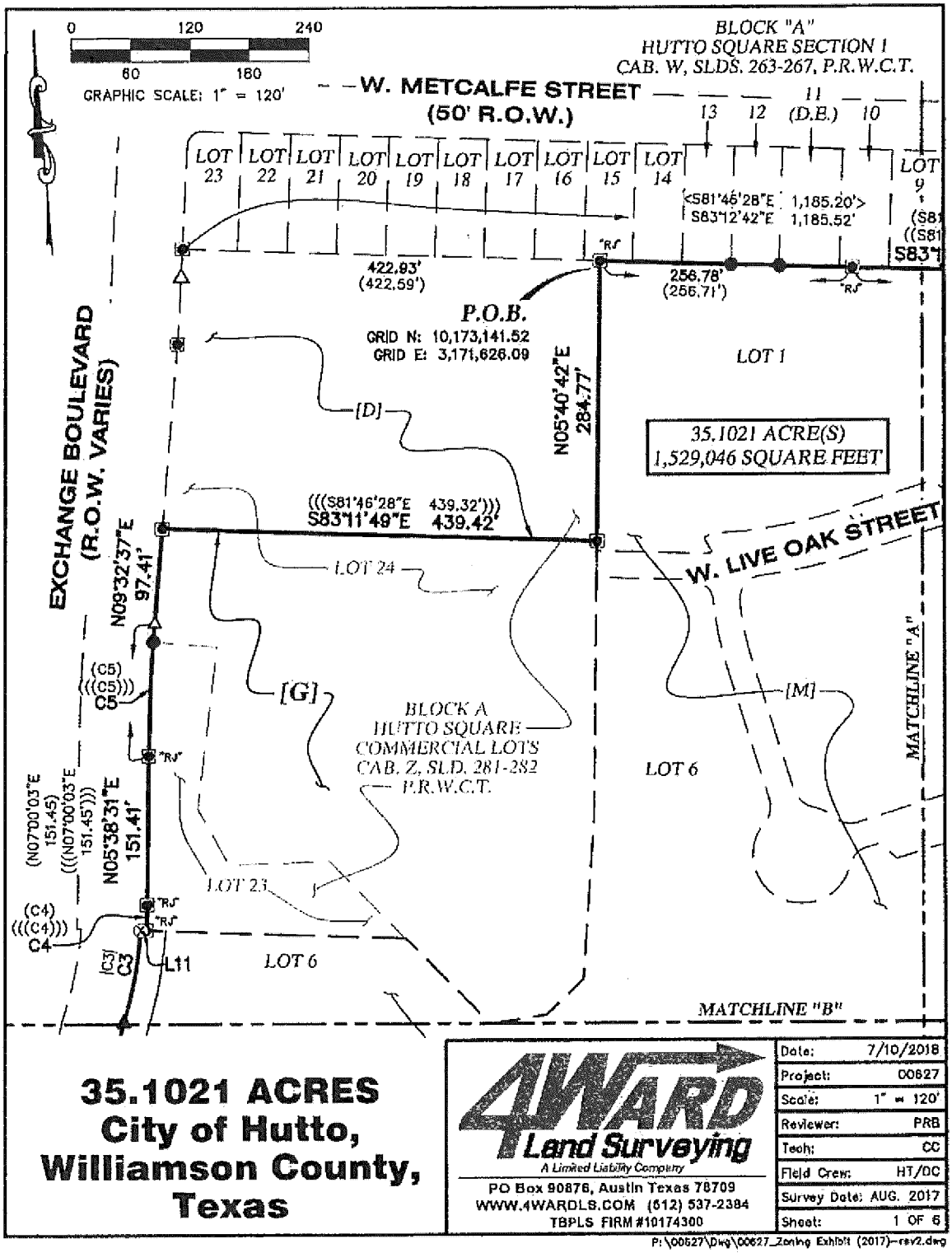
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_rev2.dwg).

7/10/2018

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



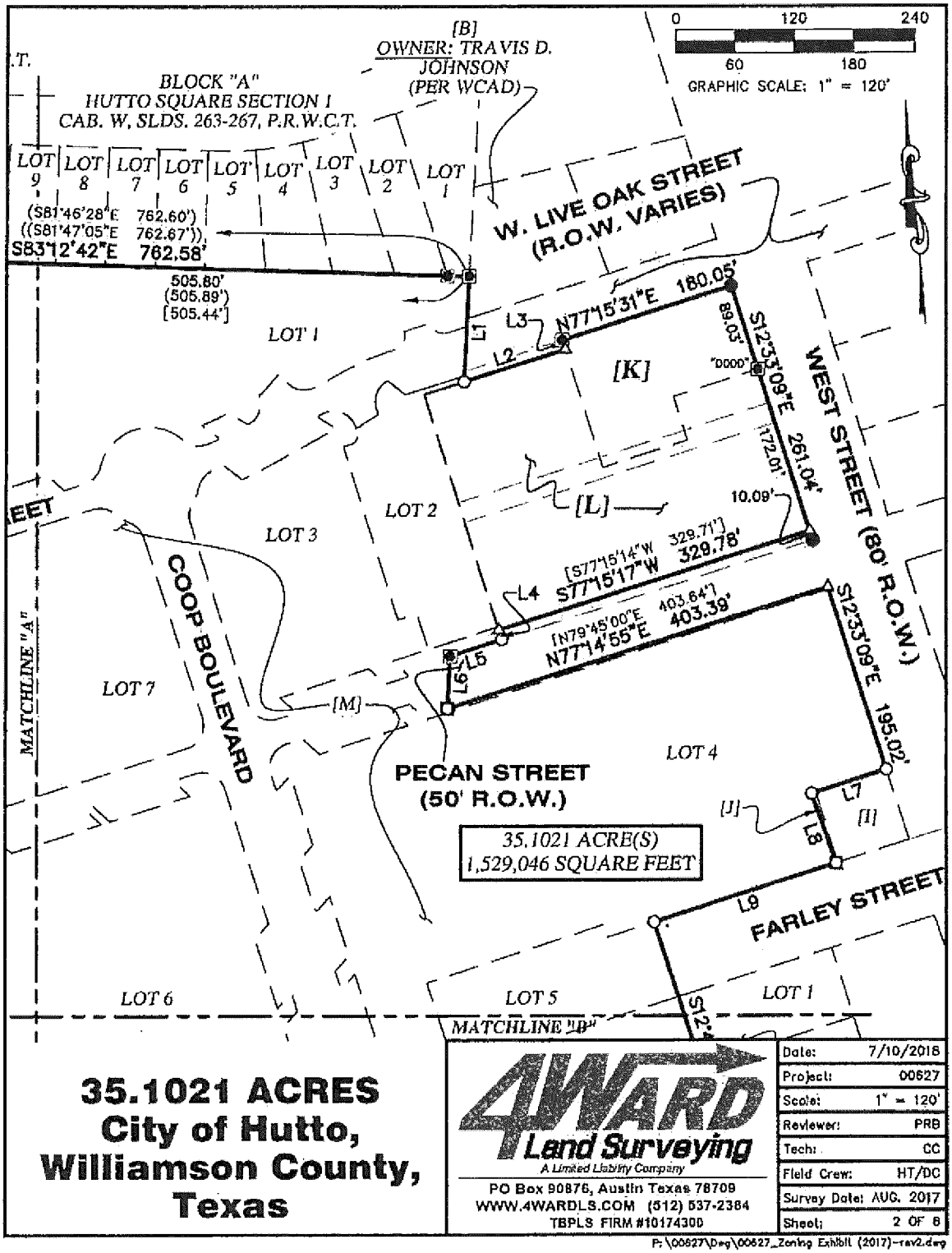


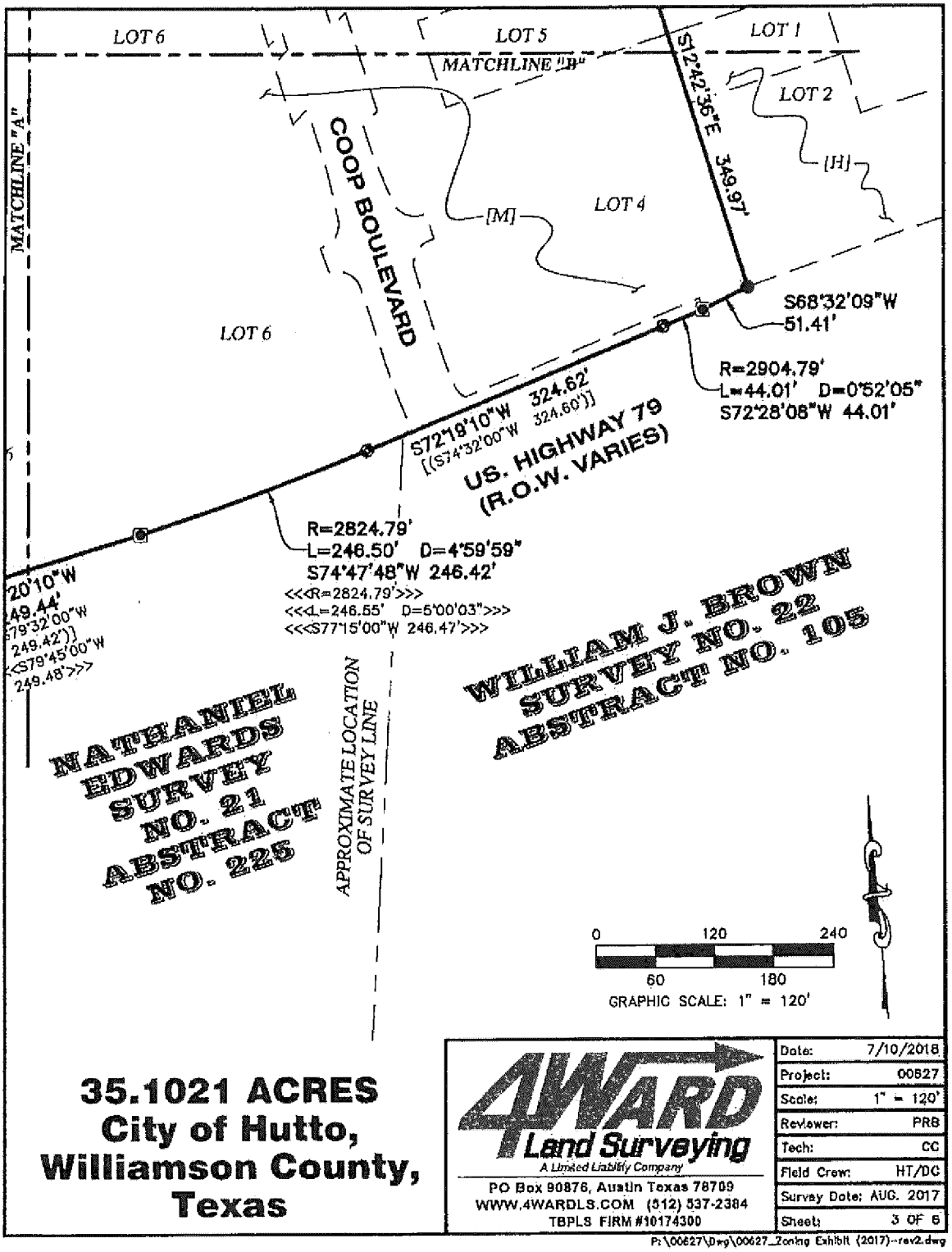
35.1021 ACRES
City of Hutto, Williamson County, Texas

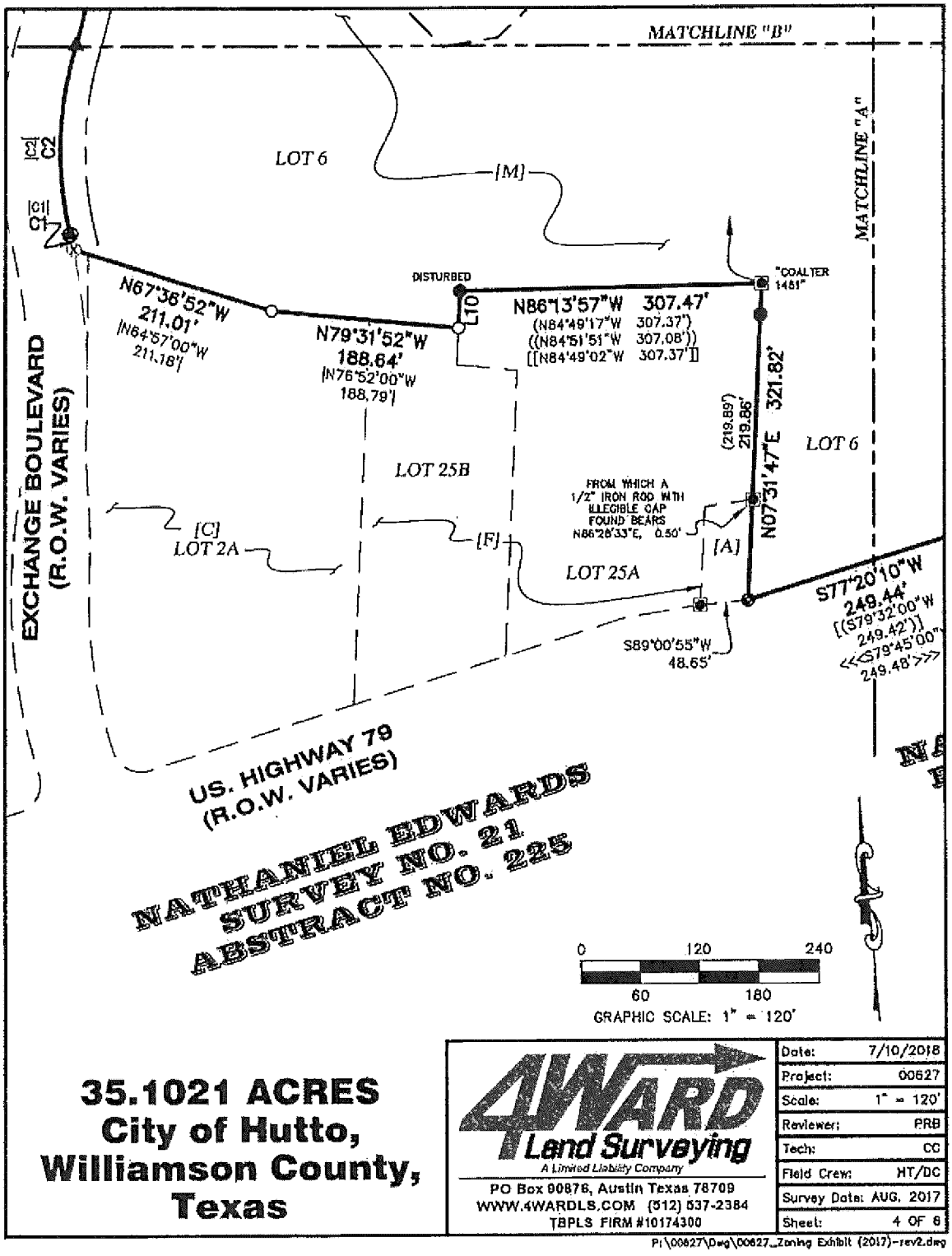
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	7/10/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 6

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev2.dwg


0 120 240
60 180
GRAPHIC SCALE: 1" = 120'
[B]
OWNER: TRAVIS D. JOHNSON
(PER WCAD)
BLOCK "A"
HUTTO SQUARE SECTION I
CAB. W, SLDS. 263-267, P.R.W.C.T.
LOT 9 LOT 8 LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2 LOT 1
(S81°46'28"E 762.60')
((S81°47'05"E 762.67')),
S83°12'42"E 762.58'
505.80'
(505.89')
[505.44']
W. LIVE OAK STREET
(R.O.W. VARIES)
LOT 1
L1
L2
L3
N77°15'31"E 180.05'
89.03'
S12°33'09"E 261.04'
172.01'
[K]
WEST STREET (80' R.O.W.)
LOT 2
[L]
10.09'
LOT 3
[S77°15'14"W 329.71']
S77°15'17"W 329.78'
L4
[N79°45'00"E 403.64']
N77°14'55"E 403.39'
L5
L6
S12°33'09"E 195.02'
COOP BOULEVARD
LOT 7
[M]
LOT 4
PECAN STREET
(50' R.O.W.)
[J]
L7
L8
[I]
35.1021 ACRE(S)
1,529,046 SQUARE FEET
L9
FARLEY STREET
LOT 6
LOT 5
LOT 1
MATCHLINE "A"
MATCHLINE "B"
35.1021 ACRES
City of Hutto,
Williamson County,
Texas
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300
Date: 7/10/2018
Project: 00627
Scale: 1" = 120'
Reviewer: PRB
Tech: CC
Field Crew: HT/DC
Survey Date: AUG. 2017
Sheet: 2 OF 6
P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev2.dwg


LOT 6
LOT 5
LOT 1
MATCHLINE "B"
MATCHLINE "A"
S12°42'36"E 349.97'
LOT 2
[H]
COOP BOULEVARD
[M]
LOT 4
LOT 6
S68°32'09"W
51.41'
R=2904.79'
L=44.01' D=0°52'05"
S72°28'08"W 44.01'
S72°19'10"W 324.62'
[(S74°32'00"W 324.60')]
US. HIGHWAY 79
(R.O.W. VARIES)
R=2824.79'
L=246.50' D=4°59'59"
S74°47'48"W 246.42'
<<<R=2824.79'>>>
<<<L=246.55' D=5°00'03">>>
<<<S77°15'00"W 246.47'>>>
20'10"W
249.44'
79°32'00"W
249.42')]
<S79°45'00"W
249.48'>>>
NATHANIEL EDWARDS SURVEY NO. 21 ABSTRACT NO. 225
APPROXIMATE LOCATION OF SURVEY LINE
WILLIAM J. BROWN SURVEY NO. 22 ABSTRACT NO. 105
0
120
240
60
180
GRAPHIC SCALE: 1" = 120'
35.1021 ACRES
City of Hutto,
Williamson County,
Texas
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300
Date: 7/10/2018
Project: 00627
Scale: 1" = 120'
Reviewer: PRB
Tech: CC
Field Crew: HT/DC
Survey Date: AUG. 2017
Sheet: 3 OF 6
P:\00627\Dwg\00627_Zoning Exhibit (2017)--rev2.dwg



35.1021 ACRES
City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	7/10/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	4 OF 6

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev2.dwg

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	15.69'	680.00'	1°19'19"	N07°41'36"W	15.69'
C2	193.73'	370.00'	29°59'57"	N06°38'44"E	191.52'
C3	96.13'	430.00'	12°48'33"	N15°13'50"E	95.93'
C4	25.84'	435.00'	3°24'12"	N07°40'10"E	25.83'
C5	134.63'	1,965.00'	3°55'33"	N07°27'50"E	134.61'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
|C1|	15.69'	680.00'	1°19'19"	N04°50'20"W	15.69'
|C2|	193.74'	370.00'	30°00'02"	N09°30'00"E	191.53'
|C3|	95.84'	430.00'	12°46'12"	N18°06'54"E	95.64'
(C4)	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
(((C4)))	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
(C5)	134.74'	1,965.00'	3°55'44"	N08°57'55"E	134.72'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S07°51'48"W	107.24'
L2	N77°15'31"E	107.40'
L3	N12°33'04"W	10.00'
L4	S12°32'27"E	10.09'
L5	S77°15'17"W	54.99'
L6	S07°51'48"W	53.38'
L7	S77°14'55"W	79.26'
L8	S14°18'53"E	74.85'
L9	S77°03'02"W	192.63'
L10	S07°20'38"W	37.49'
L11	S83°05'40"E	5.40'

NOTES:
1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS.

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

7/10/2018

35.1021 ACRES
City of Hutto, Williamson County, Texas

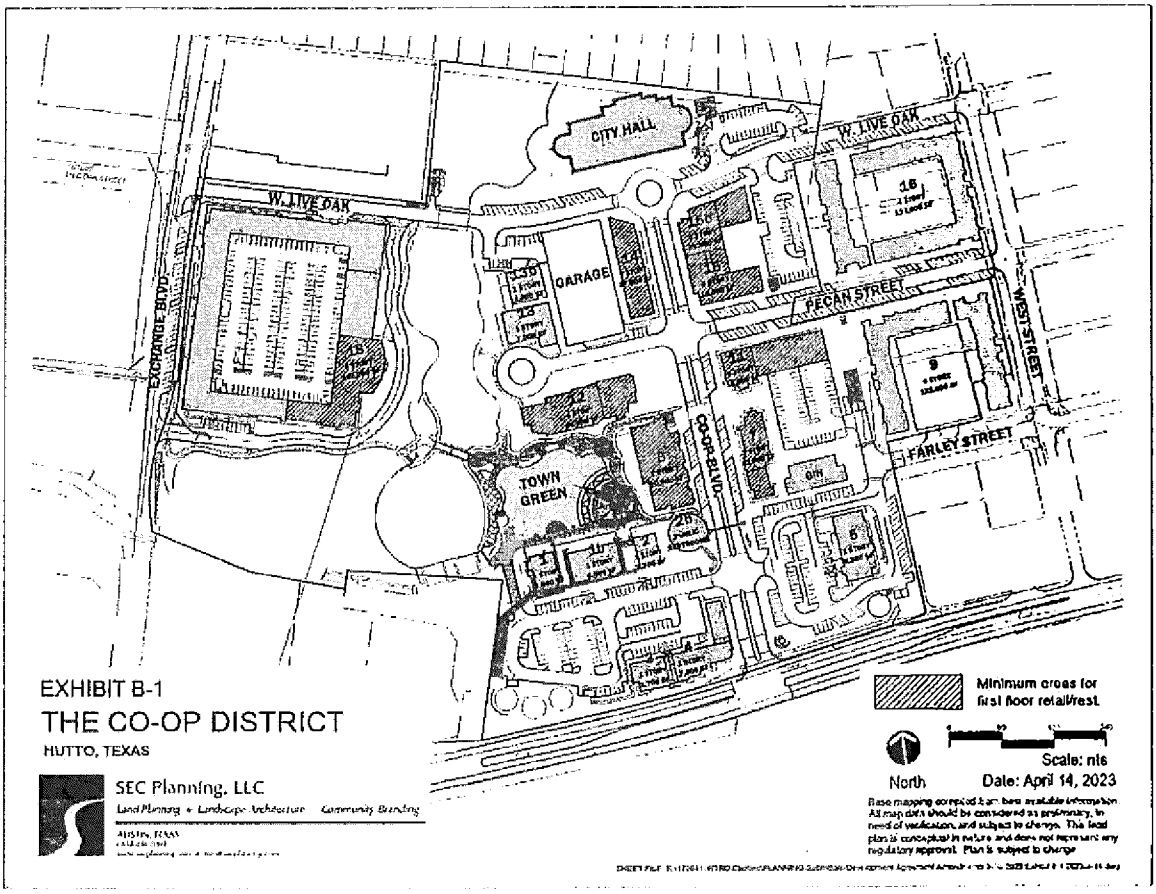
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 637-2384
TBPLS FIRM #10174300

Date:	7/10/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	5 OF 6

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev2.dwg

EXHIBIT "B-1"

MINIMUM FIRST FLOOR RETAIL AREAS

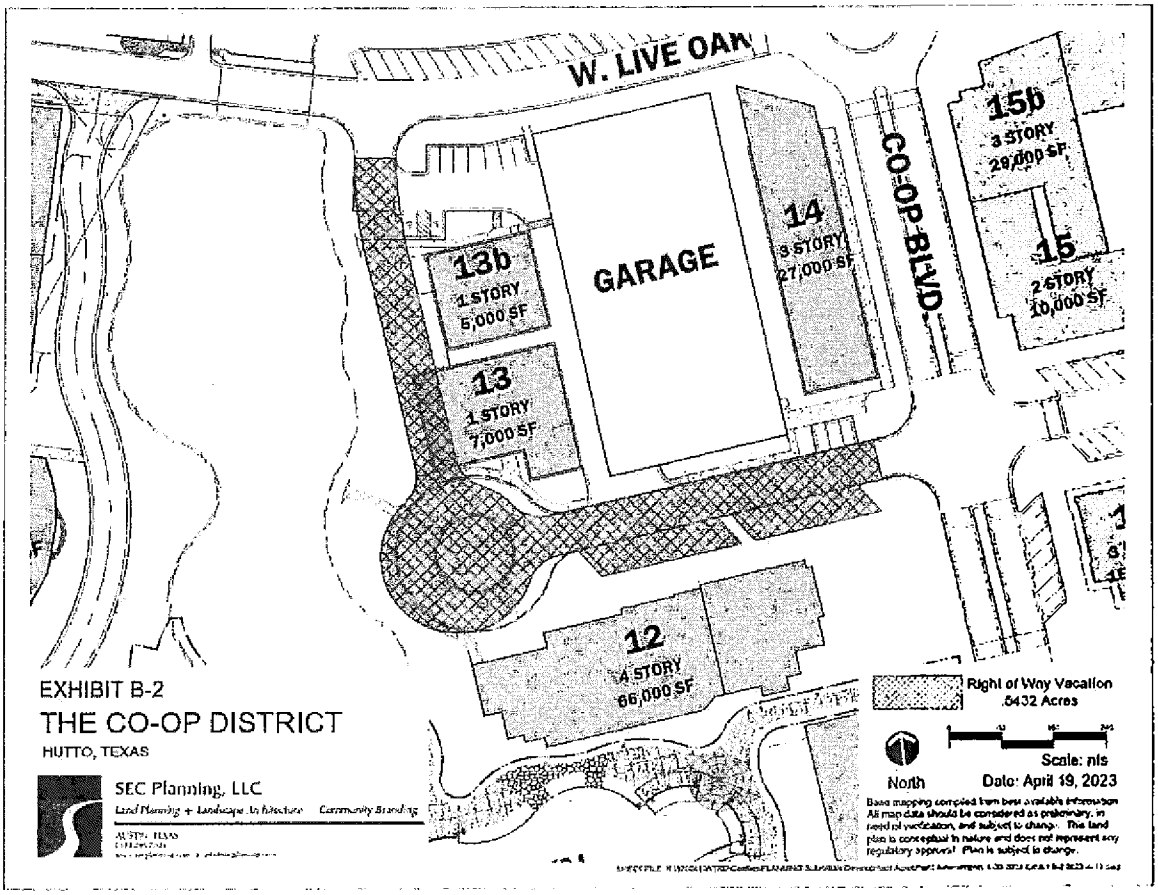


RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

EXHIBIT "B-2"

ROW VACATION



RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

EXHIBIT "C"

ADDITIONAL CONSTRUCTION CONDITIONS

1. Following the Restatement Effective Date hereof, all buildings not yet constructed or under construction must be at least two-~~story~~stories, except as set forth in No. 2 below, or except with a Special Use Permit.

2. Single-story restaurants shall be allowed that either front, or back up to, the lake or town green.

3. Multifamily-projects (other than the former Flix site, which is expressly discussed below in Paragraph 4, may be constructed within the Co-Op District so long as the first floor of all buildings as specifically identified on Exhibit B-1 are restricted to retail/restaurant/entertainment uses, except via Special Use Permit. Exceptions to these frontage requirements are allowed for entry drives to internal parking, stairwells, leasing offices, and convention space.

Live/work units, or dedicated stand-alone condominiums, or spaces that have an office appearing front facade that can function as a place to conduct business and reside, may be allowed on the first floor of buildings with consent of the City Council for the sections that are not primary retail, dining or entertainment corridors, such as Farley Street east of Coop Blvd, or sections of Pecan or West Street.

All allowed uses in the Planned Unit Development (PUD) (save and except Prohibited Uses as set forth in Exhibit D, including office space and multi-family uses, can occupy space on the second floor and above anywhere within the boundaries of the PUD.

Residential units shall not be required over restaurant uses, due to odors and noise.

4. Any multi-family project on the northwest portion of the Co-Op District (i.e., the former Flix site) must be constructed with first floor retail/restaurant/entertainment at a minimum of the area as identified on Exhibit B-1.

5. Parking Garage. Developer shall construct or cause to be constructed, a parking garage as shown in the location on the attached Exhibit B-1, with at least 400 parking spaces (the "Parking Garage"). Such parking spaces shall be open to the public since ~~it~~they will primarily serve City Hall, the adjacent restaurants, and possible office space. Developer may designate spaces within the Parking Garage as short-term vs. long-term, and other reasonable conditions (so for example, to require all-day employee parking to be on higher levels than short-term guests and visitors), based on uses and peak hour parking.

6. Re-plat of that portion of the property as is necessary to construct the Parking Garage and the next-door restaurant or restaurants, including the partial vacation of Pecan Street right-of-way, ("ROW"), per Exhibit B-2 shall be in accordance with the Unified Development Code and City

Manager authority to vacate ROW. The portion of the ROW vacation along the water will be replaced with patio and pedestrian promenade overlooking the lake. The portion of the ROW vacation that runs east/west will be a private road ending in a cul-de-sac. If vacation of ROW occurs, and developer fails to construct the Parking Garage and restaurant(s) that justified the vacation, then Developer shall rededicate the ROW by way of a plat amendment before any new development applications would be considered complete.

7. Buildings constructed within the Project may be constructed using zero-lot lines (no setbacks) as a basis for increasing density within the Project.

8. Once construction has begun on the Parking Garage and Restaurant, and the City has received plans for the former Flix Site that contains a fully wrapped urban style project wrapping a parking garage for both resident, visitor and public uses, and includes first floor or street level uses for dining, retail or entertainment uses as shown in Exhibit B-1, the re-plat of that portion of the property and abandon the on street parking on Live Oak on the former Flix Site, including the vacation of Live Oak ROW on said site.

9. During construction throughout the Co-Op District, temporary parking lots shall be allowed with an amended and approved site plan.

10. Upon completion of the Parking Garage, such that it is made available for City Hall parking at least 66 spaces on the top floor of the Parking Garage (reserved from 8am to 5pm Monday thru Friday), that Lot 2 of the Co-Op Plat (being the site of the existing City Hall temporary parking lot) shall be conveyed to the Developer within 30 days subject to the provisions of this Restatement.

11. Developer (or successor owner of the property) shall not be responsible for additional offsite construction costs except as required for uses that require additional capacity above the City approved 635 LUE's. Developer may increase the LUE's based on an actual use of water and sewer study and with the approval of a Service Extension Request

12. Concurrent building permits and site development permit applications may be filed by the Developer subject to at risk to the Developer, to expedite timing of construction.

13. The current rules and ordinances allow for sip and stroll of alcoholic beverages (open containers in public) and that there are no prohibitions or restrictions with regard to proximity of alcohol sales to church or education facilities beyond what is accounted for in State law. The Project will have the right to continue sip and stroll and future restrictions that may be enacted by the City in regard to proximity of alcohol sales to church or educational facilities shall not apply.

EXHIBIT "D"

PROHIBITED USES

Adult entertainment; Auto body repair shops; Automotive car wash; Automotive parts stores; Automotive service centers; Bank lobbies/bank branches (except for the space where the signed lease with The First National Bank of Sonora Texas is); Boat sales establishments; Building, electrical, or plumbing contractors; Building material sales with outdoor storage; Equipment rental, sales, or service (including heavy equipment, farm equipment, bulldozers, backhoes forklifts, cranes, etc.); Emissions inspection stations; Funeral homes or mausoleums; Heavy equipment and farm equipment sales and service, and truck rental; Lawnmower repair shops; Liquor stores (except as may be permitted in the Development Agreement); Log-splitting and storage lots; Manufactured homes; Mattress stores, Mobile home or mobile building leasing or sales lots; Machine or welding shops; Mini-warehouse facilities; New and used automobile sales and/or rental with outside storage of inventory; Pawn shops; Pest control businesses that store toxic chemicals on site; Payday Loans; Recovered materials processing; Motels that provide outside entries to individual units; Outdoor sales except via vendor permits; Outdoor storage of inventory; Self service laundries that are principal uses; Self-storage; Tattoo parlors; Taxidermists; Yard trimmings composting; Veterinarians.

EXHIBIT "E"

HB 1295 COMPLIANCE AND NO BOYCOTT VERIFCATION

A. **HB 1295 Compliance.**

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict-of-interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. **No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has

affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

C. **Verification Regarding Energy Company Boycotts.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

D. **Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

VERIFICATION BY DEVELOPER

I, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, as the authorized representative of and for the above Developer and swear that the Developer's verifications in Paragraph 4.12 of this Agreement are true.

By:_____
Edward S. Butler, Sole Member

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This HB 1295 Compliance and No Boycott Verification was acknowledged and verified before me on the ___ day of ___, 2023 by, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, a Texas limited liability company, on behalf of 420 US 79 GP, LLC.

SUBSCRIBED AND SWORN TO before me on this _____day of _____, 2023.

[SEAL]

_____
Notary Signature

EXHIBIT "G"

HB 1295 COMPLIANCE AND NO BOYCOTT VERIFCATION

A. **HB 1295 Compliance.**

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict-of-interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. **No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has

affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

C. **Verification Regarding Energy Company Boycotts.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

D. **Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

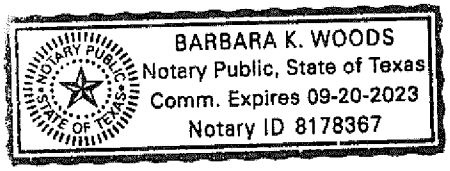
This HB 1295 Compliance and No Boycott Verification was acknowledged before me on the 4th day of May, 2023 by, Edward S. Butler, Sole Member of 420 US 79 GP, LLC, a Texas limited liability company, on behalf of 420 US 79 GP, LLC.

Edward S. Butler, Sole Member
420 US 79 GP, LLC

SUBSCRIBED AND SWORN TO before me this 4th day May, 2023.

NOTARY SIGNATURE

SEAL



ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2023037588

Pages: 33 Fee: $154.00
05/09/2023 03:08 PM
DLAM



Nancy E. Rister, County Clerk
Williamson County,Texas

AGENDA ITEM REPORT
5.7.

To:	Planning and Zoning Commission
Subject:	Conduct a public hearing and consider possible action on the CoOp District Resubdivision of Lots 4A, 4B, 4E, 5A, approximately 5.78 acres, located at the northeast corner of CoOp Blvd. and US Highway 79.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

The Co-Op District is 28.99 acre development located on the north side of US 79 east of Exchange Boulevard. The property is bound by the Post Office on the west, existing residential to the north, and the remaining Co-Op District on the east and south.

SUMMARY OF REQUEST:

This replat subdivides four existing lots to ensure compliance with the Gin Building provisions as approved in the Amended Development Agreement.

STAFF REVIEW:

Staff recommends approval of the application with the conditions the Planning and Zoning Commissioner Chairperson name is updated prior to plat recordation.

FISCAL NOTES:

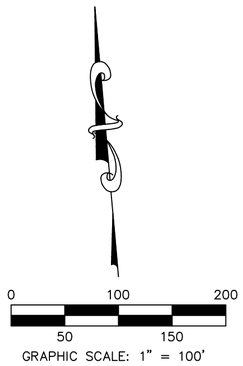
The approved Development Agreement shows a credit to the developer for development fees related to the Gin Building, up to $100,000.

POLICY IMPLICATIONS:

The replat is to satisfy requirements in the Amended Development Agreement approved by City Council on May 4, 2023.

ATTACHMENTS:

1. Co-OpDistResubLots4A-4B-4E-5A-U2-Plat(9-20-23)



EXCHANGE BOULEVARD (R.O.W. VARIES)

REMAINDER OF LOT 24, BLOCK A HUTTO SQUARE COMMERCIAL LOTS CAB. Z, SLD. 281-282 P.R.W.C.T.

WEST LIVE OAK STREET (R.O.W. VARIES)

LOT 1

WEST LIVE OAK STREET (50' R.O.W.)

LOT 2

LOT 3

WEST STREET (80' R.O.W.)

THE CO-OP DISTRICT DOC. NO. 2018038896 O.P.R.W.C.T.

LOT 7

PECAN STREET (R.O.W. VARIES)

LOT 9

WEST PECAN STREET (TO BE VACATED)

RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT DOC. NO. 2019031148 O.P.T.W.C.T.

LOT 4A

FARLEY STREET (80' R.O.W.)

LOT 8

LOT 6A-1

LOT 5A

[F] LOT 1

[F] LOT 2

[B] RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT DOC. NO 2019123703 O.P.R.W.C.T.

CO OP BOULEVARD (R.O.W. VARIES)

LOT 3

LOT 4E

LOT 4B

LOT 1

LOT 2

LOT 4D

LOT 6A-2

[E] RESUBDIVISION OF LOT 6A-4 OF THE CO-OP DISTRICT DOC. NO 2021006802 O.P.R.W.C.T.

LOT 4C

LOT 6A-3

US. HIGHWAY 79 (R.O.W. VARIES)

OWNER:
EDWARD S. BUTLER
420 US 79, LTD.
10095 US 290 EAST
MANOR, TEXAS 78653

ENGINEER:
XAVIER GARZA–ROBLEDO, PE
HR GREEN DEVELOPMENT
5508 HIGHWAY 290 WEST SUITE 150
AUSTIN, TEXAS 78735

SURVEYOR:
STEVEN M. DUARTE, RPLS
4WARD LAND SURVEYING
4120 FREIDRICH, SUITE 200
AUSTIN, TEXAS 78744

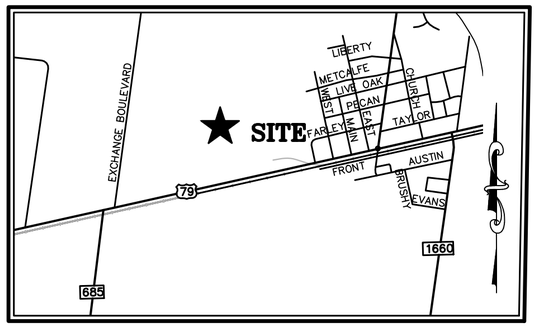
ACREAGE: 5.7755

PATENT SURVEY: NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, AND WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105

NUMBER OF LOTS: 4

VICINITY MAP

SCALE: 1" = 2000'



RESUBDIVISION OF LOTS 4A, 4B, 4E, & 5A OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

LAND DEV CONSULTING, LLC

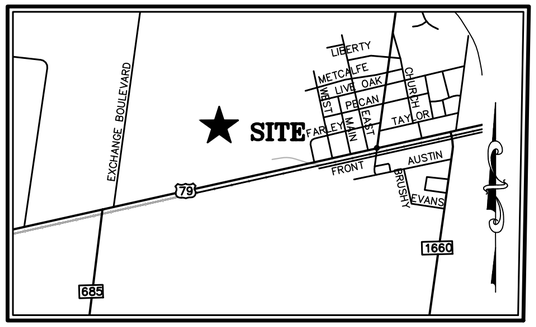
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/12/2023
Project:	00627
Scale:	1" = 100'
Reviewer:	SMD
Tech:	ABW
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 4

P:\00627\Dwg\00627_PLAT-LOTS 4 5 AND 6 REPLAT_REV 2.dwg

VICINITY MAP

SCALE: 1" = 2000'



LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◙	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
⊗	TXDOT TYPE II BRASS DISC FOUND
△	CALCULATED POINT
▢	1/2" IRON ROD WITH "CITY OF HUTTO – PROPERTY CORNER" ALUMINUM CAP FOUND
⟨C⟩	SURVEY CONTROL POINT
DOC. NO.	DOCUMENT NUMBER
VOL./PG.	VOLUME, PAGE
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
[.....]	RECORD INFORMATION PER PLAT DOC. NO. 2018038896
[(.....)]	RECORD INFORMATION PER TX DOT R.O.W. MAP

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

SURVEY CONTROL:
STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS ON JULY 24, 2017, (NAVD 88) PROCESSED BY O.P.U.S., 4WARD CONTROL POINT WAS CHECKED TO LCRA MONUMENT CS01, HAVING A PUBLISHED GRID COORDINATE & (NAVD 88, GEOID 03 ELEVATION OF) N 10175029.3595, E 3169445.5793, ELEV. 678.7542'.

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO.48491C 0520E, WILLIAMSON COUNTY, TEXAS DATED SEPTEMBER 26, 2008.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

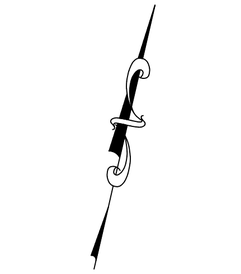
ACREAGE TABLE

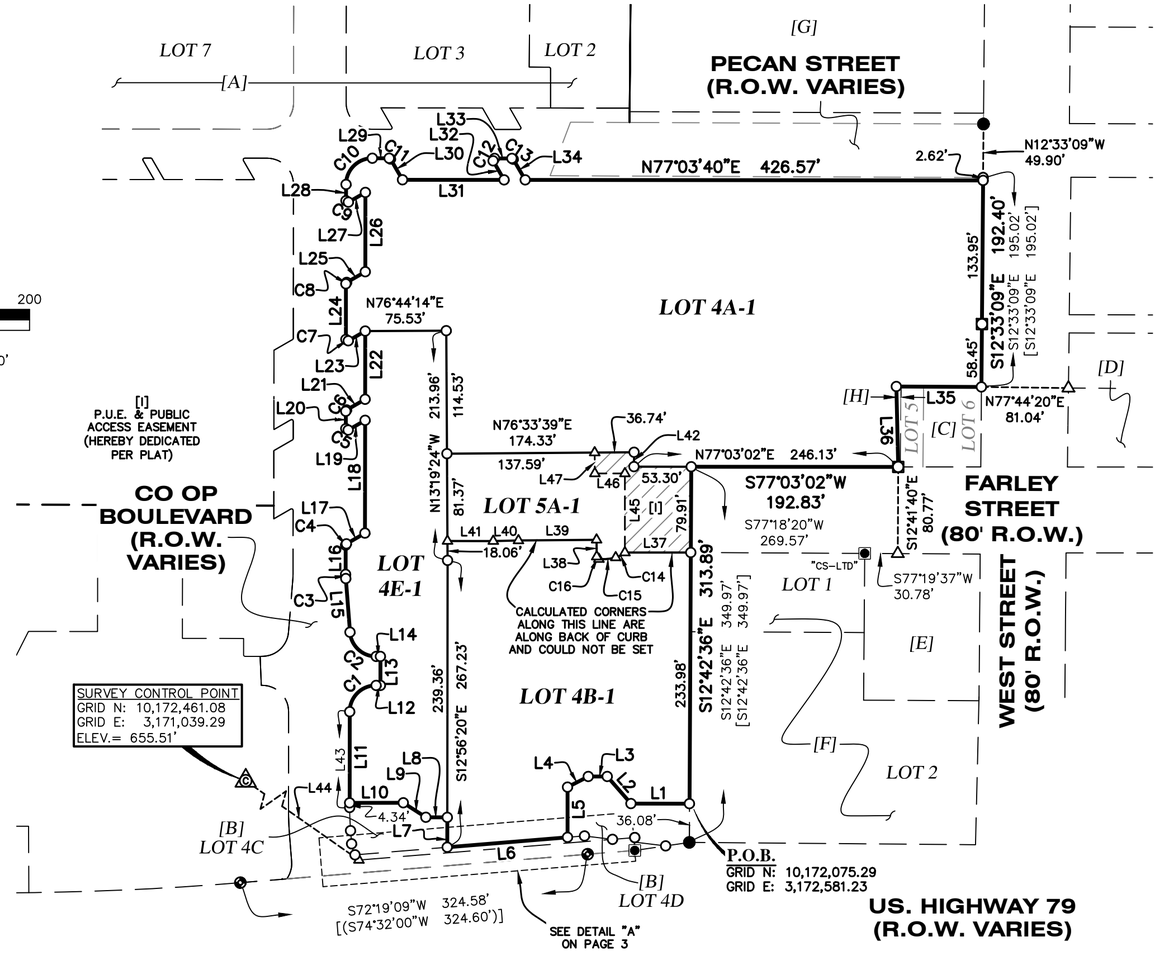
LOT #	ACRE(S)	SQ. FT.
4A–1	3.1743	138,275
4B–1	1.3141	57,240
4E–1	0.8518	37,102
5A–1	0.4353	18,960
TOTAL	5.7755	251,577

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N77°03'40"E	54.54'
L2	S54°12'10"E	33.53'
L3	N77°03'40"E	17.68'
L4	N49°50'21"E	21.70'
L5	N12°56'20"W	46.77'
L6	S72°16'37"W	112.42'
L7	N12°56'20"W	27.88'
L8	S77°03'40"W	20.00'
L9	N70°13'11"W	24.91'
L10	S76°55'46"W	50.00'
L11	N12°56'20"W	84.92'
L12	N77°03'40"E	4.00'
L13	N12°56'20"W	27.00'
L14	S77°03'40"W	3.92'
L15	N17°30'46"W	50.16'
L16	N12°56'20"W	27.14'
L17	N47°03'40"E	19.92'
L18	N12°56'20"W	105.08'
L19	S47°03'40"W	18.19'
L20	N12°56'20"W	16.17'
L21	N47°03'40"E	19.92'
L22	N12°56'20"W	63.51'
L23	S47°03'40"W	18.19'
L24	N12°56'20"W	51.81'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L25	N47°03'40"E	19.92'
L26	N12°56'20"W	73.90'
L27	S47°03'40"W	18.19'
L28	N12°56'20"W	15.17'
L29	N77°03'40"E	15.64'
L30	S42°56'20"E	22.29'
L31	N77°03'40"E	94.69'
L32	N42°56'20"W	20.50'
L33	N77°03'40"E	16.17'
L34	S42°56'20"E	22.23'
L35	S77°14'55"W	79.26'
L36	S14°18'53"E	74.85'
L37	S76°55'58"W	61.41'
L38	N13°21'14"W	15.72'
L39	S76°30'13"W	72.82'
L40	S75°33'28"W	23.49'
L41	S77°05'43"W	42.61'
L42	S12°45'56"E	13.43'
L43	N12°56'20"W	89.26'
L44	N68°00'35"W	1,352.12'
L45	N13°00'00"W	73.66'
L46	S77°00'00"W	28.03'
L47	N13°26'21"W	19.52'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	38.48'	24.50'	90°00'00"	N32°03'40"E	34.65'
C2	36.53'	24.50'	85°25'34"	N60°13'33"W	33.24'
C3	3.95'	49.50'	4°34'26"	N15°13'33"W	3.95'
C4	1.57'	1.50'	60°00'00"	N17°03'40"E	1.50'
C5	3.14'	1.50'	120°00'00"	N72°56'20"W	2.60'
C6	1.57'	1.50'	60°00'00"	N17°03'40"E	1.50'
C7	3.14'	1.50'	120°00'00"	N72°56'20"W	2.60'
C8	1.57'	1.50'	60°00'00"	N17°03'40"E	1.50'
C9	3.14'	1.50'	120°00'00"	N72°56'20"W	2.60'
C10	38.48'	24.50'	90°00'00"	N32°03'40"E	34.65'
C11	1.57'	1.50'	60°00'00"	S72°56'20"E	1.50'
C12	3.14'	1.50'	120°00'00"	N17°03'40"E	2.60'
C13	1.57'	1.50'	60°00'00"	S72°56'20"E	1.50'
C14	9.79'	23.25'	24°07'12"	S48°44'36"W	9.71'
C15	15.86'	41.49'	21°54'08"	S71°45'16"W	15.76'
C16	3.30'	2.27'	83°30'15"	N55°32'33"W	3.02'
C17	21.61'	271.50'	4°33'40"	S15°13'10"E	21.61'
C18	16.80'	25.00'	38°30'30"	S37°09'48"E	16.49'
C19	10.84'	25.00'	24°50'08"	N30°19'37"W	10.75'
C20	5.97'	25.00'	13°40'22"	N49°34'52"W	5.95'
C21	8.19'	2,925.46'	0°09'38"	N72°21'24"E	8.19'





[A] FINAL PLAT OF THE CO-OP DISTRICT DOC. NO. 2018038896 O.P.R.W.C.T.

[B] RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT DOC. NO 2019123703 O.P.R.W.C.T.

[C] CALLED 0.13 ACRE (TRACT 7) PART OF LOTS 5 AND 6 BLOCK 8, I&GN RAILROAD ADDITION OWNER: RED GEM HOLDINGS DOC. NO. 2020014343 O.P.R.W.C.T

[D] CALLED 0.083 ACRE REDBUD INVESTMENTS, L.P. DOC. NO. 2008089744 O.P.R.W.C.T.

[E] LOTS 10 AND 11 BLOCK 1 OF THE RAILROAD ADDITION TO THE TOWN OF HUTTO ALFREDO C. ZAVALA, AND RUDY A. ZAVALA DOC. NO. 2021127933, O.P.R.W.C.T.

[F] BLOCK 1, AMENDED PLAT OF LOTS 1 THROUGH 9, INCLUSIVE, AND LOTS 12, 13 AND 14, AND THE 17-FOOT ALLEY IN BLOCK 1 OF I&GN RAILROAD ADDITION ORIGINAL CITY OF HUTTO CAB. EE, SLD. 293, P.R.W.C.T.

[G] LOT 1A, BLOCK 9 RAILROAD ADDITION LOTS 1-4, 5 (S/PT) AND 7, BLOCK 9 AMENDED PLAT DOC. NO. 2015080695 O.P.R.W.C.T.

[H] PORTION OF LOT 5 LEROY CAST VOL. 1159, PG, 563 D.R.W.C.T.

RESUBDIVISION OF LOTS 4A, 4B, 4E, & 5A OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

LAND DEV CONSULTING, LLC

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/12/2023
Project:	00627
Scale:	1" = 100'
Reviewer:	SMD
Tech:	ABW
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 4

P:\00627\Dwg\00627_PLAT-LOTS 4 5 AND 6 REPLAT_REV 2.dwg

LEGAL DESCRIPTION

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 5.7755 ACRES (251,577 SQUARE FEET), BEING ALL OF LOTS 4A, 4B, 4E, AND 5A OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, RECORDED IN DOCUMENT NO. 2019123703 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOTS 4A, 4B, 4E, AND 5A CONVEYED TO 420 US 79, LTD., IN DOCUMENT NO. 2018044838 (O.P.R.W.C.T.), SAID 5.7755 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN FOUR PARTS AS FOLLOWS:

BEGINNING, AT AN 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET IN THE WEST LINE OF LOT 2, BLOCK 1, AMENDED PLAT OF LOTS 1 THROUGH 9, INCLUSIVE, AND LOTS 12, 13 AND 14, AND THE 17-FOOT ALLEY IN BLOCK 1, OF I&GN RAILROAD ADDITION, ORIGINAL CITY OF HUTTO, RECORDED IN CABINET EE, SLIDE 293 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, (P.R.W.C.T.), AND BEING THE COMMON EAST CORNER OF LOTS 4B AND 4D OF SAID RESUBDIVISION LOTS 4A, 4B, 5A & 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, WITH THE COMMON LINE OF SAID LOTS 4B AND 4D, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) S77°03'40"W, A DISTANCE OF 54.54 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
2) N54°12'10"W, A DISTANCE OF 33.53 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
3) S77°03'40"W, A DISTANCE OF 17.68 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
4) S49°50'21"W, A DISTANCE OF 21.70 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
5) S12°56'20"E, A DISTANCE OF 46.77 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 79 (RIGHT-OF-WAY VARIES), AND BEING THE NORTH LINE OF A CALLED 0.0270 ACRE TRACT DEDICATED FOR RIGHT-OF-WAY PURPOSES IN DOCUMENT NO. 2019123703 (O.P.R.W.C.T.), AND BEING THE COMMON SOUTHWEST CORNER OF SAID LOTS 4B AND 4D;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID US 79, THE NORTH LINE OF SAID 0.0270 ACRE RIGHT-OF-WAY TRACT AND THE SOUTH LINE OF SAID LOT 4B, S72°16'37"W, A DISTANCE OF 112.42 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, SAID POINT BEING AT THE COMMON SOUTHEAST CORNER OF LOTS 4B AND 4C OF SAID RESUBDIVISION LOTS 4A, 4B, 5A & 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID US 79 AND THE NORTH LINE OF SAID 0.0270 ACRE RIGHT-OF-WAY TRACT, WITH THE COMMON LINE OF SAID LOTS 4B AND 4C, N12°56'20"W, A DISTANCE OF 27.88 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, SAID POINT BEING THE COMMON EAST CORNER OF SAID LOTS 4C AND 4E;

THENCE, WITH THE COMMON LINE OF SAID LOTS 4C AND 4E, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) S77°03'40"W, A DISTANCE OF 20.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
2) N70°13'11"W, A DISTANCE OF 24.91 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
3) S76°55'46"W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR THE SOUTHWEST CORNER HEREOF, SAID POINT BEING IN THE EAST RIGHT-OF-WAY LINE OF CO OP BOULEVARD (RIGHT-OF-WAY VARIES), AND BEING THE COMMON WEST CORNER OF LOTS 4C AND 4E;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID CO OP BOULEVARD, AND WITH THE WEST LINES OF SAID LOTS 4E AND 4A, THE FOLLOWING TWENTY-SEVEN (27) COURSES AND DISTANCES:

1) N12°56'20"W, A DISTANCE OF 84.92 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
2) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 38.48 FEET AND WHOSE CHORD BEARS N32°03'40"E, A DISTANCE OF 34.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
3) N77°03'40"E, A DISTANCE OF 4.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
4) N12°56'20"W, A DISTANCE OF 27.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
5) S77°03'40"W, A DISTANCE OF 3.92 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
6) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 36.53 FEET AND WHOSE CHORD BEARS N60°13'33"W, A DISTANCE OF 33.24 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
7) N17°30'46"W, A DISTANCE OF 50.16 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
8) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 49.50 FEET, WHOSE ARC LENGTH IS 3.95 FEET AND WHOSE CHORD BEARS N15°13'33"W, A DISTANCE OF 3.95 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
9) N12°56'20"W, A DISTANCE OF 27.14 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
10) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS N17°03'40"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
11) N47°03'40"E, A DISTANCE OF 19.92 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
12) N12°56'20"W, A DISTANCE OF 105.08 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
13) S47°03'40"W, A DISTANCE OF 18.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
14) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS N72°56'20"W, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
15) N12°56'20"W, A DISTANCE OF 16.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
16) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS N17°03'40"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
17) N47°03'40"E, A DISTANCE OF 19.92 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
18) N12°56'20"W, A DISTANCE OF 63.51 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
19) S47°03'40"W, A DISTANCE OF 18.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
20) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS N72°56'20"W, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
21) N12°56'20"W, A DISTANCE OF 51.81 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
22) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS N17°03'40"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
23) N47°03'40"E, A DISTANCE OF 19.92 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
24) N12°56'20"W, A DISTANCE OF 73.90 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
25) S47°03'40"W, A DISTANCE OF 18.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
26) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS N72°56'20"W, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF, AND
27) N12°56'20"W, A DISTANCE OF 15.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF, SAID POINT BEING AT THE BEGINNING OF THE RIGHT-OF-WAY TRANSITION FROM SAID CO OP BOULEVARD TO PECAN STREET (RIGHT-OF-WAY VARIES), AND BEING A NORTHWEST CORNER OF SAID LOT 4A;

THENCE, WITH THE RIGHT-OF-WAY TRANSITION FROM SAID CO OP BOULEVARD TO SAID PECAN STREET, AND WITH THE NORTHWEST LINE OF SAID LOT 4A, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 38.48 FEET AND WHOSE CHORD BEARS N32°03'40"E, A DISTANCE OF 34.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF, SAID POINT BEING AT THE END OF THE RIGHT-OF-WAY TRANSITION FROM SAID CO OP BOULEVARD TO SAID PECAN STREET;

THENCE, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID PECAN STREET AND THE NORTH LINE OF SAID LOT 4A, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1) N77°03'40"E, A DISTANCE OF 15.64 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
2) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S72°56'20"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
3) S42°56'20"E, A DISTANCE OF 22.29 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
4) N77°03'40"E, A DISTANCE OF 94.69 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
5) N42°56'20"W, A DISTANCE OF 20.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
6) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS N17°03'40"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
7) N77°03'40"E, A DISTANCE OF 16.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
8) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S72°56'20"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
9) S42°56'20"E, A DISTANCE OF 22.23 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
10) N77°03'40"E, A DISTANCE OF 426.57 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR THE NORTHEAST CORNER HEREOF, SAID POINT BEING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID PECAN STREET WITH THE WEST RIGHT-OF-WAY LINE OF WEST STREET (80' RIGHT-OF-WAY) AND BEING THE NORTHEAST CORNER OF SAID LOT 4A;

THENCE, WITH THE WEST RIGHT-OF-WAY LINE OF SAID WEST STREET AND THE EAST LINE OF SAID LOT 4A, S12°33'09"E, A DISTANCE OF 192.40 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, SAID POINT BEING AT THE NORTHEAST CORNER OF A CALLED 0.13 ACRE TRACT (DESCRIBED AS TRACT 7) CONVEYED TO RED GEM HOLDINGS IN DOCUMENT NO. 2020014343 (O.P.R.W.C.T.);

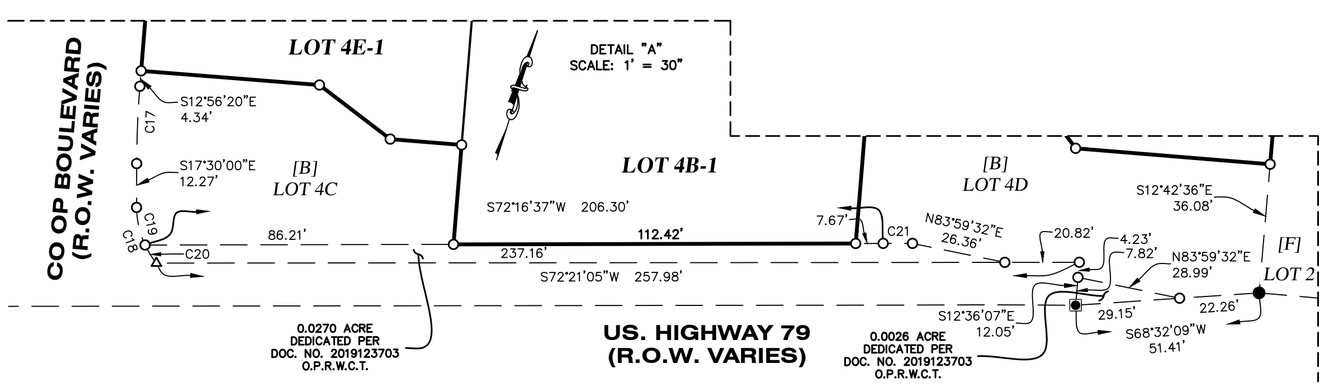
THENCE, LEAVING THE WEST RIGHT-OF-WAY LINE OF SAID WEST STREET, IN PART WITH THE NORTH LINE OF SAID RED GEM HOLDINGS TRACT, IN PART WITH THE NORTH LINE OF A TRACT DESCRIBED AS A PORTION OF LOTS 5 AND 6, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, CONVEYED TO LEROY CAST IN VOLUME 1159, PAGE 263 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), AND WITH THE EAST LINE OF SAID LOT 4A, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S77°14'55"W, A DISTANCE OF 79.26 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
2) S14°18'53"E, A DISTANCE OF 74.85 FEET TO A 1/2-INCH IRON ROD WITH "CITY OF HUTTO-PROPERTY CORNER" ALUMINUM CAP FOUND FOR AN ANGLE POINT HEREOF, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY LINE OF FARLEY STREET (80' RIGHT-OF-WAY), AND BEING THE COMMON SOUTH CORNER OF SAID CAST TRACT AND SAID LOT 4A;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FARLEY STREET AND THE SOUTH LINE OF SAID LOT 4A, S77°03'02"W, A DISTANCE OF 192.83 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, SAID POINT BEING AT THE NORTHWEST TERMINUS OF SAID FARLEY STREET, AND BEING THE COMMON EAST CORNER OF SAID LOTS 4A AND 5A;

THENCE, IN PART WITH THE WESTERN TERMINUS OF SAID FARLEY STREET, IN PART WITH THE WEST LINE OF SAID LOT 2, BLOCK 1, AMENDED PLAT OF LOTS 1 THROUGH 9, INCLUSIVE, AND LOTS 12, 13 AND 14, AND THE 17-FOOT ALLEY IN BLOCK 1, OF I&GN RAILROAD ADDITION, ORIGINAL CITY OF HUTTO, AND IN PART WITH THE EAST LINES OF SAID LOTS 5A AND 4B, S12°42'36"E, A DISTANCE OF 313.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.7755 ACRES (251,577 SQUARE FEET) OF LAND, MORE OR LESS.

3)



RESUBDIVISION OF LOTS 4A, 4B, 4E, & 5A OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

LAND DEV CONSULTING, LLC

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/12/2023
Project:	00627
Scale:	–
Reviewer:	SMD
Tech:	ABW
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	3 OF 4

P:\00627\Dwg\00627_PLAT-LOTS 4 5 AND 6 REPLAT_REV 2.dwg

STATE OF TEXAS {
{ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

WE, WYATT HENDERSON, REPRESENTATIVE OF 79 ALPHA DISTRICT DEVELOPMENT, LLC., A TEXAS LIMITED PARTNERSHIP:

OWNERS OF THE CERTAIN TRACT OF LAND TRACT OF LAND SHOWN HEREON AND DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 4A, 4B, 4E, AND 5A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, RECORDED IN DOCUMENT NO. 2019123703 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID LOTS 4A, 4B, 4E, AND 5A CONVEYED TO 79 ALPHA DISTRICT DEVELOPMENT, LLC IN DOCUMENT NO. 2020004655 (O.P.R.W.C.T.)

AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS RESUBDIVISION IS TO BE KNOWN AS

RESUBDIVISION OF LOTS 4A, 4B, 4E, & 5A OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20___,

BY: _____
WYATT HENDERSON, REPRESENTATIVE OF 79 ALPHA DISTRICT DEVELOPMENT, LLC.
230 KLATTENHOFF LANE #102
HUTTO, TEXAS 78634

STATE OF TEXAS {
{ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 20___,

BY, EDWARD S. BUTLER, WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE _____ DAY OF

_____, 20___.

_____
NOTARY PUBLIC, THE STATE OF TEXAS

_____ _____ _____
PRINTED NAME MY COMMISSION EXPIRES

STATE OF TEXAS {
{ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, XAVIER GARZA-ROBLEDO, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

_____ DAY OF _____, 20____,

_____
XAVIER GARZA-ROBLEDO, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 135174
STATE OF TEXAS
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
512.872.6696

STATE OF TEXAS {
{ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, STEVEN M. DUARTE, REGISTERED PUBLIC SURVEYOR NO. 5940, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON AUGUST 8, 2017.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

_____ DAY OF _____, 20____,

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. FOR REVIEW PURPOSES ONLY.

_____
STEVEN M. DUARTE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5940
4WARD LAND SURVEYING
4120 FREIDRICH LANE
AUSTIN, TEXAS 78744
512-537-2384

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
3. A MINIMUM 10 FOOT PUBLIC ACCESS EASEMENT SHALL BE DEDICATED ADJACENT TO ALL PUBLIC RIGHT OF WAY AT SITE DEVELOPMENT PERMIT.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
6. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
   WATER: CITY OF HUTTO
   WASTEWATER: CITY OF HUTTO
   ELECTRIC: ONCOR
   GAS (NATURAL OR PROPANE): ATMOS ENERGY/TEXAS COMMUNITY PROPANE
   PHONE/CABLE: TIME WARNER CABLE/CENTURY LINK
7. THERE ARE NO AREAS OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER NO.48491C 0520E, DATED SEPTEMBER 26, 2008.
8. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT DEVELOPMENT (PER ORDINANCE O-19-05-16-11B), CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
9. A PROPERTY OWNER'S ASSOCIATION (POA) WILL BE ESTABLISHED AND IN PLACE PRIOR TO THE FIRST BUILDING CERTIFICATE OF OCCUPANCY BEING ISSUED.
10. ALL OPEN SPACE/DRAINAGE EASEMENTS/PUBLIC UTILITY EASEMENTS WILL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
11. SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
12. ALL EASEMENTS, COVENANTS AND RESTRICTIONS FROM THE PREVIOUS PLATS (THE CO-OP DISTRICT AND HUTTO SQUARE COMMERCIAL LOTS) SHALL APPLY TO THIS RESUBDIVISION PLAT, EXCEPT AS SHOWN.
13. CROSS ACCESS IS HEREBY GRANTED FOR LOTS 4A-1, 4B-1, 4E-1, & 5A-1.
14. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE PUD (ORDINANCE # O-19-05-16-11B.)
15. TIF WILL BE DUE BASED ON ORDINANCE 2021-014.
16. THE SITE IS ZONED PUD (PLANNED UNIT DEVELOPMENT, ZONING ORDINANCE NO. O-19-05-16-11B) PER THE CITY OF HUTTO GIS WEBSITE.
17. THE AMENDED MASTER DEVELOPMENT AGREEMENT FOR THIS SITE IS RECORDED IN DOCUMENT NO. 2023037588 (O.P.R.W.C.T.)

STREET NAMES APPROVED

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION ON THE

_____ DAY OF _____, 20___.

_____ _____ _____
PLANNING AND ZONING CHAIR DATE DEVELOPMENT SERVICES DIRECTOR DATE
RICHARD HUDSON ASHLEY BAILEY, AICP

STATE OF TEXAS {
{ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___ A.D., AT ___O'CLOCK, __.M., AND DULY RECORDED THIS _____ DAY OF _____, 20___ A.D., AT ___O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

RESUBDIVISION OF LOTS 4A, 4B, 4E, & 5A OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

LAND DEV CONSULTING, LLC

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/12/2023
Project:	00627
Scale:	–
Reviewer:	SMD
Tech:	ABW
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	4 OF 4

P:\00627\Dwg\00627_PLAT-LOTS 4 5 AND 6 REPLAT_REV 2.dwg

AGENDA ITEM REPORT
5.8.

To:	Planning and Zoning Commission
Subject:	Conduct a public hearing and consider possible action on the CoOp District Resubdivision of Lots 6A-1, 7, 8 and 9, approximately 15.35 acres at the southeast corner of W. Live Oak Blvd. and Exchange Blvd.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

The Co-Op District is 28.99 acre development located on the north side of US 79 east of Exchange Boulevard. The property is bound by the Post Office on the west, existing residential to the north, and the remaining Co-Op District on the east and south.

SUMMARY OF REQUEST:

This replat proposes to realign lot lines within the development area of Lot 7 and replat the vacated portion of West Pecan Street into buildable area and introduce lot lines for the future development of a parking garage, restaurant, office, and additional retail space. Lot 9A now incorporates Lot 8 into the buildable area for a future garage-wrap, multi-family project that will also incorporate some retail on the ground floor.

STAFF REVIEW:

Staff recommends approval of the replat application with the condition that the Pecan Street vacation document number is provided on the schematic.

FISCAL NOTES:

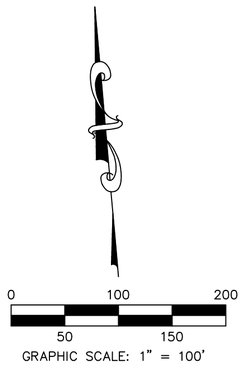
None with this item.

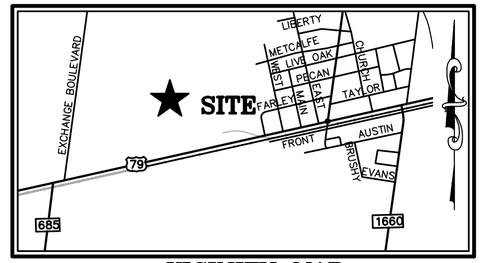
POLICY IMPLICATIONS:

None with this item.

ATTACHMENTS:

1. Co-OpDistrictReplatLots6A1-7-8-9-U2-Plat(8-16-23)





VICINITY MAP

SCALE: 1" = 2000'

EXCHANGE BOULEVARD (R.O.W. VARIES)

[D]
REMAINDER OF LOT 24, BLOCK A HUTTO SQUARE COMMERCIAL LOTS CAB. Z, SLD. 281-282 P.R.W.C.T.

LOT 1

WEST LIVE OAK STREET (R.O.W. VARIES)

WEST LIVE OAK STREET (R.O.W. VARIES)

LOT 2

LOT 3

THE CO-OP DISTRICT DOC. NO. 2018038896 O.P.R.W.C.T.

LOT 7

WEST PECAN STREET (TO BE VACATED) DOC. NO. XXXXXXXXX O.P.R.W.C.T.

PECAN STREET (R.O.W. VARIES)

LOT 9

RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT DOC. NO. 2019031148 O.P.T.W.C.T.

LOT 4A

FARLEY STREET (80' R.O.W.)

WEST STREET (80' R.O.W.)

LOT 8

LOT 6A-1

LOT 5A

[B]
RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT DOC. NO 2019123703 O.P.R.W.C.T.

CO-OP BOULEVARD (R.O.W. VARIES)

LOT 3

LOT 4E

LOT 4B

LOT 1

LOT 2

LOT 4D

LOT 6A-2

[E]
RESUBDIVISION OF LOT 6A-4 OF THE CO-OP DISTRICT DOC. NO 2021006802 O.P.R.W.C.T.

LOT 4C

US. HIGHWAY 79 (R.O.W. VARIES)

LOT 6A-3

[A]
FINAL PLAT OF THE CO-OP DISTRICT DOC. NO. 2018038896 O.P.R.W.C.T.

[C]
CALLED 0.11 ACRE
OWNER: ATMOS ENERGY
(PER WCAD)
VOL. 238, PG. 172, D.R.W.C.T.

[D]
CALLED 2.814 ACRES
OWNER: W L D PETERSEN INVESTMENTS-HUTTO, LLC
DOC. NO. 2015048567
O.P.R.W.C.T.
REMAINDER OF LOT 24, BLOCK A HUTTO SQUARE COMMERCIAL LOTS CAB. Z, SLDS. 281-282 P.R.W.C.T

08/16/2023

OWNER:
EDWARD S. BUTLER
420 US 79, LTD.
10095 US 290 EAST
MANOR, TEXAS 78653

ENGINEER:
XAVIER GARZA–ROBLEDO, PE
HR GREEN DEVELOPMENT
5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TEXAS 78735

SURVEYOR:
STEVEN M. DUARTE, RPLS
4WARD LAND SURVEYING
4120 FREIDRICH, SUITE 200
AUSTIN, TEXAS 78744

ACREAGE: 15.3510

PATENT SURVEY: NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, AND WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105

NUMBER OF LOTS: 7

BENCHMARK NOTE:
TBM #2– SQUARE CUT ON TOP OF CONCRETE CURB ON THE SOUTH SIDE OF A DRIVEWAY ON THE WEST SIDE OF EXCHANGE BOULEVARD, ± 420' NORTH OF US HIGHWAY 79. ELEVATION = 656.26

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

SURVEY CONTROL:
STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS ON JULY 24, 2017, (NAVD 88) PROCESSED BY O.P.U.S., 4WARD CONTROL POINT WAS CHECKED TO LCRA MONUMENT CS01, HAVING A PUBLISHED GRID COORDINATE & (NAVD 88, GEOID 03 ELEVATION OF) N 10175029.3595, E 3169445.5793, ELEV. 678.7542'.

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO.48491C 0520E, WILLIAMSON COUNTY, TEXAS DATED SEPTEMBER 26, 2008.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

RESUBDIVISION OF LOT 7 OF THE CO-OP DISTRICT, LOT 6A-1 OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A & 6A OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, AND LOTS 8 & 9 OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

HRGreen DEVELOPMENT TX
5508 HIGHWAY 290 W
SUITE 150
AUSTIN, TX 78735
PHONE: 512.872.6696
HRGreen.com

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

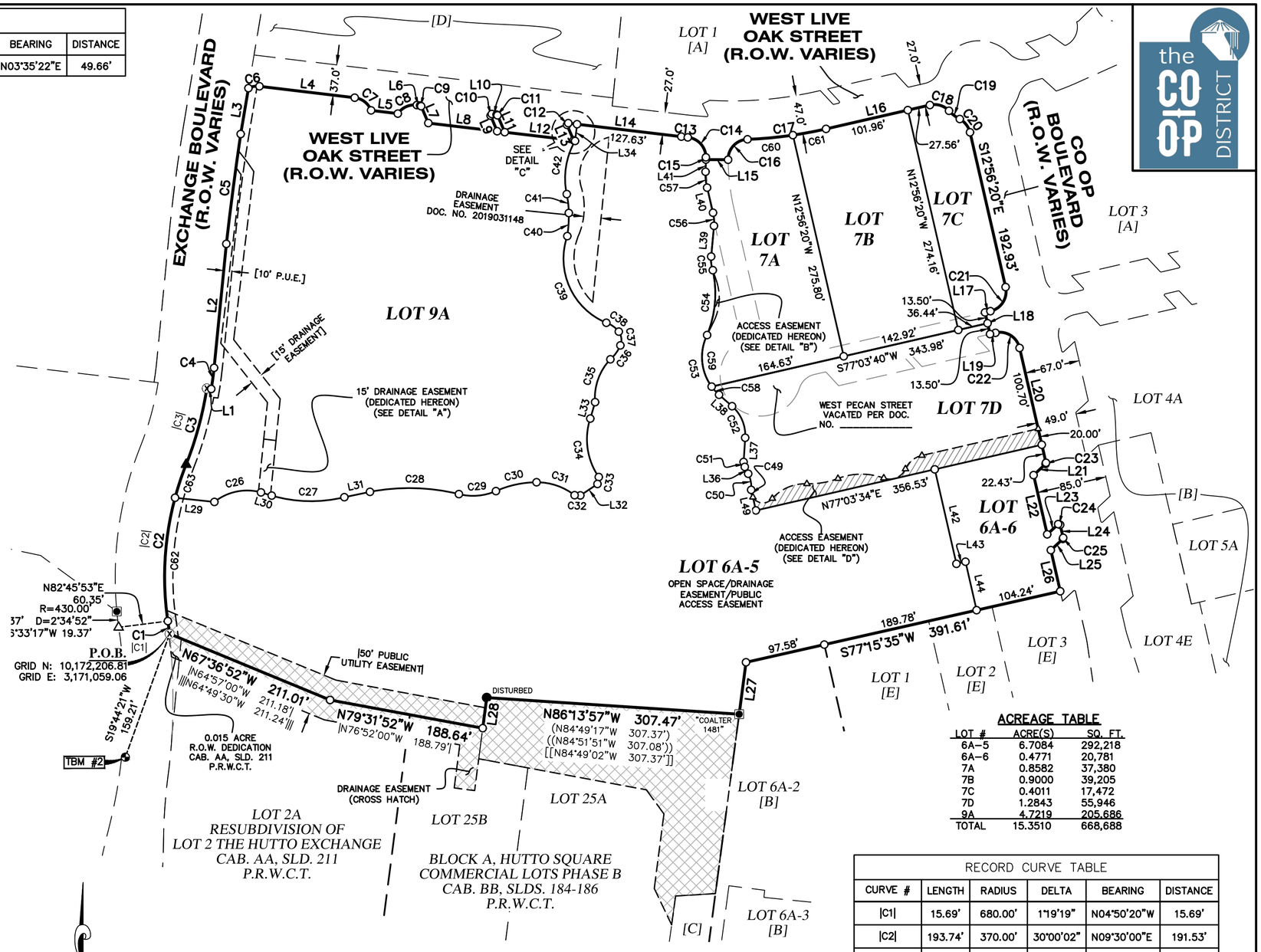
Date:	8/15/2023
Project:	00627
Scale:	1" = 100'
Reviewer:	SMD
Tech:	BAP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 4

P:\00627\Dwg\00627_PLAT-REPLAT_LOTS 6A-1 AND 7-rev-5.dwg

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	15.69'	680.00'	1°19'19"	N07°41'36"W	15.69'
C2	193.73'	370.00'	29°59'57"	N06°38'44"E	191.52'
C3	96.13'	430.00'	12°48'33"	N15°13'50"E	95.93'
C4	25.84'	435.00'	3°24'12"	N07°40'10"E	25.83'
C5	134.61'	4,055.80'	1°54'06"	N07°27'50"E	134.61'
C6	13.81'	24.50'	32°17'57"	N80°39'12"E	13.63'
C7	26.51'	24.50'	62°00'20"	S52°11'39"E	25.24'
C8	26.51'	24.50'	62°00'17"	N65°47'59"E	25.24'
C9	1.57'	1.50'	60°00'00"	S53°11'49"E	1.50'
C10	3.14'	1.50'	119°59'19"	N36°47'50"E	2.60'
C11	1.57'	1.50'	60°00'43"	S53°11'28"E	1.50'
C12	3.14'	1.50'	120°02'12"	N36°48'11"E	2.60'
C13	7.85'	513.50'	0°52'34"	S83°38'07"E	7.85'
C14	35.87'	24.50'	83°53'24"	S42°07'42"E	32.75'
C15	2.75'	313.50'	0°30'08"	S00°26'03"E	2.75'
C16	37.84'	24.50'	88°30'07"	N43°34'06"E	34.19'
C17	96.42'	513.50'	10°45'30"	N82°26'25"E	96.28'
C18	25.45'	24.50'	59°30'40"	S73°11'00"E	24.32'
C19	16.49'	50.50'	18°42'39"	S52°47'00"E	16.42'
C20	20.98'	25.89'	46°25'39"	S37°32'32"E	20.41'
C21	38.48'	24.50'	90°00'00"	S32°03'40"W	34.65'
C22	38.48'	24.50'	89°59'58"	S57°56'20"E	34.65'
C23	1.57'	1.50'	60°00'00"	S17°03'40"W	1.50'
C24	3.14'	1.50'	120°00'00"	S72°56'20"E	2.60'
C25	1.57'	1.50'	60°00'00"	S17°03'40"W	1.50'
C26	59.92'	64.33'	53°22'15"	N78°21'58"E	57.78'
C27	89.27'	171.53'	29°49'04"	S88°44'50"E	88.26'
C28	108.93'	254.33'	24°32'23"	S88°33'20"E	108.10'
C29	45.98'	69.82'	37°43'48"	N85°18'57"E	45.15'
C30	50.84'	122.36'	23°48'13"	N77°45'30"E	50.47'
C31	49.76'	74.62'	38°12'24"	S71°14'12"E	48.84'
C32	7.51'	6.00'	71°40'06"	S87°58'03"E	7.03'
C33	9.50'	6.00'	90°44'31"	N10°49'39"E	8.54'
C34	74.42'	81.16'	52°32'09"	N08°16'32"W	71.84'
C35	56.94'	68.33'	47°44'48"	N19°39'22"E	55.31'
C36	21.00'	45.40'	26°29'48"	N35°52'39"E	20.81'
C37	17.68'	17.16'	59°01'09"	N06°39'09"W	16.91'
C38	18.80'	33.05'	32°35'20"	N54°39'23"W	18.55'
C39	127.32'	84.16'	86°40'37"	N24°15'24"W	115.52'
C40	28.18'	178.18'	9°03'41"	N03°49'13"E	28.15'
C41	23.18'	119.65'	11°05'53"	N06°15'34"W	23.14'
C42	66.78'	92.33'	41°26'30"	N08°54'44"E	65.34'
C43	26.76'	29.00'	52°51'44"	S50°37'38"W	25.82'
C44	31.46'	21.00'	85°49'20"	S67°06'25"W	28.60'
C45	56.87'	79.29'	41°05'49"	S89°28'11"W	55.66'
C46	38.62'	96.00'	23°02'55"	S80°26'44"W	38.36'
C47	47.10'	54.00'	49°58'37"	S66°58'54"W	45.62'
C48	27.73'	14.45'	109°56'22"	N86°23'46"W	23.66'
C49	9.32'	14.45'	36°58'16"	S12°56'26"E	9.16'
C50	20.13'	36.00'	32°02'04"	S10°28'20"E	19.87'
C51	6.23'	14.00'	25°30'28"	S13°44'08"E	6.18'
C52	42.97'	47.00'	52°22'47"	S22°27'39"E	41.49'
C53	79.53'	61.00'	74°41'56"	S11°18'04"E	74.01'
C54	80.33'	131.73'	34°56'30"	S04°59'05"W	79.10'
C55	16.80'	40.00'	24°03'54"	S06°50'13"E	16.68'
C56	16.08'	50.00'	18°25'34"	S04°01'03"E	16.01'
C57	19.46'	75.00'	14°51'53"	S05°47'53"E	19.40'
C58	13.39'	61.00'	12°34'46"	S42°21'39"E	13.37'
C59	66.14'	61.00'	62°07'10"	S05°00'41"E	62.94'
C60	55.42'	513.50'	6°11'02"	N84°43'39"E	55.39'
C61	41.00'	513.50'	4°34'28"	N79°20'54"E	40.99'
C62	151.21'	370.00'	23°24'57"	S03°21'14"W	150.16'
C63	42.51'	370.00'	6°35'00"	S18°21'12"W	42.49'
C64	3.17'	64.33'	2°49'18"	S76°21'34"E	3.17'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C65	50.96'	65.00'	44°55'04"	N03°35'22"E	49.66'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S83°05'40"E	5.40'
L2	N05°38'31"E	151.41'
L3	N09°32'37"E	56.57'
L4	S83°11'49"E	116.54'
L5	S83°11'49"E	32.73'
L6	S83°11'49"E	4.10'
L7	S23°11'49"E	22.23'
L8	S83°11'49"E	84.29'
L9	N23°11'49"W	20.50'
L10	S83°11'49"E	5.77'
L11	S23°11'49"E	22.23'
L12	S83°11'49"E	84.30'
L13	N23°12'55"W	20.50'
L14	S83°11'49"E	138.44'
L15	S89°46'06"E	27.00'
L16	N77°03'40"E	129.52'
L17	S77°03'40"W	6.75'
L18	S12°56'19"E	27.00'
L19	N77°03'40"E	6.75'
L20	S12°56'20"E	143.13'
L21	S47°03'40"W	19.92'
L22	S12°56'20"E	73.90'
L23	N47°03'40"E	18.19'
L24	S12°56'20"E	16.17'
L25	S47°03'40"W	19.92'
L26	S12°56'20"E	51.30'
L27	S07°31'47"W	63.64'
L28	S07°20'38"W	37.49'
L29	S83°51'10"E	48.05'
L30	S73°10'32"E	13.68'
L31	N78°14'25"E	31.86'
L32	N56°11'54"E	25.06'
L33	N16°12'31"E	20.73'
L34	N06°48'11"E	20.52'
L36	S26°29'22"E	9.31'
L37	S03°43'45"W	29.47'
L38	S48°39'02"E	21.09'
L39	S05°11'45"W	37.49'
L40	S13°13'50"E	31.29'
L41	S01°38'04"W	14.78'
L42	N12°56'20"W	117.79'
L43	S77°03'40"W	11.25'
L44	N12°56'20"W	60.38'
L45	S05°44'07"W	64.36'
L46	N83°10'26"W	15.00'
L47	N05°44'07"E	66.84'
L48	S73°10'32"E	12.09'
L49	S12°56'26"E	16.55'

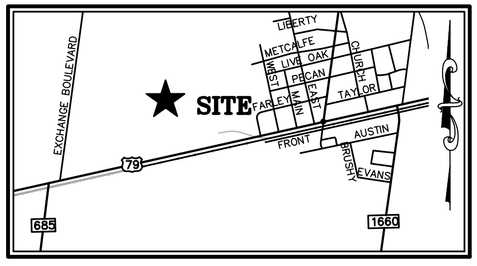


CITY OF HUTTO

08/16/2023

VICINITY MAP

SCALE: 1" = 2000'



ACREAGE TABLE		
LOT #	ACRE(S)	SQ. FT.
6A-5	6.7084	292,218
6A-6	0.4771	20,781
7A	0.8582	37,380
7B	0.9000	39,205
7C	0.4011	17,472
7D	1.2843	55,946
9A	4.7219	205,686
TOTAL	15.3510	668,688

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
|C1|	15.69'	680.00'	1°19'19"	N04°50'20"W	15.69'
|C2|	193.74'	370.00'	30°00'02"	N09°30'00"E	191.53'
|C3|	95.84'	430.00'	12°46'12"	N18°06'54"E	95.64'

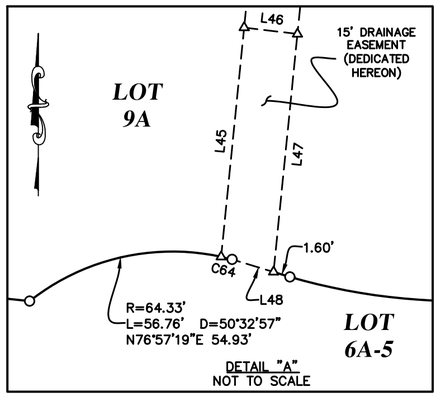
RESUBDIVISION OF LOT 7 OF THE CO-OP DISTRICT, LOT 6A-1 OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A & 6A OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, AND LOTS 8 & 9 OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

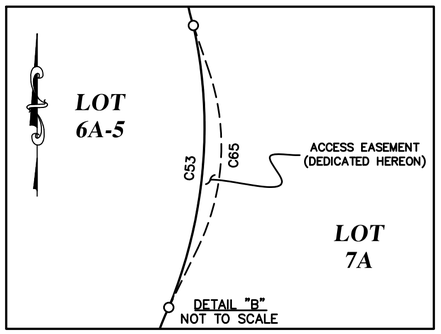
HRGreen DEVELOPMENT TX
5508 HIGHWAY 290 W
SUITE 150
AUSTIN, TX 78735
PHONE: 512.872.6696
HRGreen.com

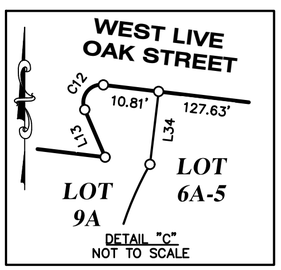
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	8/15/2023
Project:	00627
Scale:	1" = 100'
Reviewer:	SMD
Tech:	BAP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 4

P:\00627\Dwg\00627_PLAT-REPLAT_LOTS 6A-1 AND 7-rev-5.dwg







LEGAL DESCRIPTION

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 15.3510 ACRES (668,688 SQUARE FEET), BEING ALL OF LOT 6A-1 OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A AND 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, RECORDED IN DOCUMENT NO. 2019123703 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), AND LOT 7 OF THE CO-OP DISTRICT, RECORDED IN DOCUMENT NO. 2018038896 (O.P.R.W.C.T.), SAID LOTS 6A-1 AND 7 CONVEYED TO 420 US 79, LTD IN DOCUMENT NO. 2018044838 (O.P.R.W.C.T.), AND THE PORTION OF THE RIGHT-OF-WAY OF PECAN STREET VACATED IN DOCUMENT NO. _____ (O.P.R.W.C.T.), LOTS 8 & 9 OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, RECORDED IN DOCUMENT NO. 2019031148 (O.P.R.W.C.T), SAID LOT 8 PREVIOUSLY CONVEYED TO 420 US 79, LTD, IN DOCUMENT NO. 2018079665 (O.P.R.W.C.T.), AND SAID LOT 9 CONVEYED TO 79 ALPHA DISTRICT DEVELOPMENT, LLC, IN DOCUMENT NO. 2020004655 (O.P.R.W.C.T.), SAID 15.3510 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN FOUR PARTS AS FOLLOWS:

BEGINNING, AT A CHISELED "X" FOUND IN CONCRETE AT A CORNER IN THE EAST RIGHT-OF-WAY LINE OF EXCHANGE BOULEVARD (RIGHT-OF-WAY VARIES), AND BEING THE SOUTHWEST CORNER OF SAID LOT 6A-1, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, IN PART WITH THE WEST LINE OF SAID LOT 6A-1, LOT 8 AND LOT 9, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 680.00 FEET, WHOSE ARC LENGTH IS 15.69 FEET AND A CHORD WHICH BEARS N07°41'36"W, A DISTANCE OF 15.69 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF REVERSE CURVATURE HEREOF,
2) 193.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, AND A CHORD WHICH BEARS N06°38'44"E, A DISTANCE OF 191.52 FEET TO A MAG NAIL IN ASPHALT FOUND FOR A POINT OF REVERSE CURVATURE HEREOF,
3) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, WHOSE ARC LENGTH IS 96.13 FEET AND A CHORD WHICH BEARS N15°13'50"E, A DISTANCE OF 95.93 FEET TO A CHISELED "X" FOUND IN CONCRETE FOR A POINT OF NON-TANGENCY AND THE NORTHWEST CORNER HEREOF,
4) S83°05'40"E, A DISTANCE OF 5.40 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF,
5) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 435.00 FEET, WHOSE ARC LENGTH IS 25.84 FEET AND WHOSE CHORD BEARS N07°40'10"E, A DISTANCE OF 25.83 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
6) N05°38'31"E, A DISTANCE OF 151.41 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF,
7) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 4055.80 FEET, WHOSE ARC LENGTH IS 134.61 FEET AND WHOSE CHORD BEARS N07°27'50"E, A DISTANCE OF 134.61 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
8) N09°32'37"E, A DISTANCE OF 56.57 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF, SAID POINT BEING AT THE BEGINNING OF THE RIGHT-OF-WAY TRANSITION FROM SAID EXCHANGE BOULEVARD TO WEST LIVE OAK STREET (RIGHT-OF-WAY VARIES), AND BEING A NORTHWEST CORNER OF SAID LOT 9;

THENCE, WITH THE RIGHT-OF-WAY TRANSITION FROM SAID EXCHANGE BOULEVARD TO SAID WEST LIVE OAK STREET, AND WITH THE NORTHWEST LINE OF SAID LOT 9, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 13.81 FEET AND WHOSE CHORD BEARS N80°39'12"E, A DISTANCE OF 13.63 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF, SAID POINT BEING AT THE END OF THE RIGHT-OF-WAY TRANSITION FROM SAID EXCHANGE BOULEVARD TO SAID WEST LIVE OAK STREET;

THENCE, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST LIVE OAK STREET, IN PART WITH THE NORTH LINE OF SAID LOT 9, IN PART WITH THE NORTH LINE OF SAID LOT 6A-1, IN PART WITH THE NORTH LINE OF SAID VACATED PORTION OF WEST PECAN STREET, AND IN PART WITH THE NORTH LINE OF SAID LOT 7, THE FOLLOWING TWENTY-FOUR (24) COURSES AND DISTANCES:

1) S83°11'49"E, A DISTANCE OF 116.54 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
2) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 26.51 FEET AND WHOSE CHORD BEARS S52°11'39"E, A DISTANCE OF 25.24 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
3) S83°11'49"E, A DISTANCE OF 32.73 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF,
4) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 26.51 FEET AND WHOSE CHORD BEARS N65°47'59"E, A DISTANCE OF 25.24 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
5) S83°11'49"E, A DISTANCE OF 4.10 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
6) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S53°11'49"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
7) S23°11'49"E, A DISTANCE OF 22.23 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
8) S83°11'49"E, A DISTANCE OF 84.29 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
9) N23°11'49"W, A DISTANCE OF 20.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
10) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS N36°47'50"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
11) S83°11'49"E, A DISTANCE OF 5.77 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
12) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S53°11'28"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
13) S23°11'49"E, A DISTANCE OF 22.23 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
14) S83°11'49"E, A DISTANCE OF 84.30 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
15) N23°12'55"W, A DISTANCE OF 20.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
16) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS N36°48'11"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
17) S83°11'49"E, A DISTANCE OF 138.44 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
18) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 513.50 FEET, WHOSE ARC LENGTH IS 7.85 FEET AND WHOSE CHORD BEARS S83°38'07"E, A DISTANCE OF 7.85 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF,
19) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 35.87 FEET AND WHOSE CHORD BEARS S42°07'42"E, A DISTANCE OF 32.75 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF,
20) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 313.50 FEET, WHOSE ARC LENGTH IS 2.75 FEET AND WHOSE CHORD BEARS S00°26'03"E, A DISTANCE OF 2.75 FEET
21) S89°46'06"E, A DISTANCE OF 27.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF,
22) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 37.84 FEET AND WHOSE CHORD BEARS N43°34'06"E, A DISTANCE OF 34.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF,
23) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 513.50 FEET, WHOSE ARC LENGTH IS 96.42 FEET AND WHOSE CHORD BEARS N82°26'25"E, A DISTANCE OF 96.28 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF, AND
24) N77°03'40"E, A DISTANCE OF 129.52 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF, SAID POINT BEING AT THE BEGINNING OF THE RIGHT-OF-WAY TRANSITION FROM SAID WEST LIVE OAK STREET TO CO OP BOULEVARD (RIGHT-OF-WAY VARIES), AND BEING A NORTHEAST CORNER OF SAID LOT 7;

THENCE, WITH THE RIGHT-OF-WAY TRANSITION FROM SAID WEST LIVE OAK STREET TO SAID CO OP BOULEVARD, AND WITH THE NORTHEAST LINE OF SAID LOT 7, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 25.45 FEET AND WHOSE CHORD BEARS S73°11'00"E, A DISTANCE OF 24.32 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF,
2) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 50.50 FEET, WHOSE ARC LENGTH IS 16.49 FEET AND WHOSE CHORD BEARS S52°47'00"E, A DISTANCE OF 16.42 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF, AND
3) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 25.89 FEET, WHOSE ARC LENGTH IS 20.98 FEET AND WHOSE CHORD BEARS S37°32'32"E, A DISTANCE OF 20.41 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, SAID POINT BEING AT THE END OF THE RIGHT-OF-WAY TRANSITION FROM SAID WEST LIVE OAK STREET TO SAID CO OP BOULEVARD;

THENCE, WITH THE WEST RIGHT-OF-WAY LINE OF SAID CO OP BOULEVARD, IN PART WITH THE EAST LINE OF SAID LOT 7, IN PART WITH THE EAST LINE OF SAID VACATED PORTION OF WEST PECAN STREET, AND IN PART WITH THE EAST LINE OF SAID LOT 6A-1, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

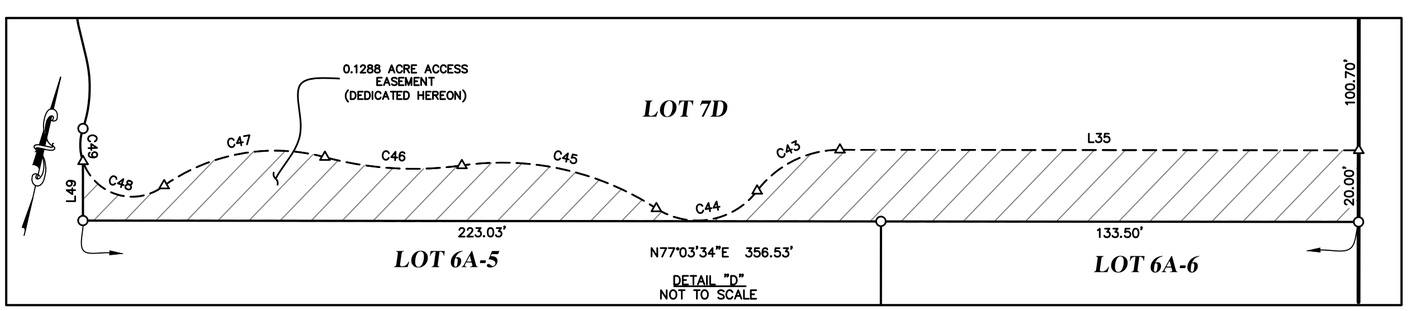
1) S12°56'20"E, A DISTANCE OF 192.93 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
2) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 38.48 FEET AND WHOSE CHORD BEARS S32°03'40"W, A DISTANCE OF 34.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
3) S77°03'40"W, A DISTANCE OF 6.75 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
4) S12°56'19"E, A DISTANCE OF 27.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
5) N77°03'40"E, A DISTANCE OF 6.75 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
6) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 38.48 FEET AND WHOSE CHORD BEARS S57°56'20"E, A DISTANCE OF 34.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
7) S12°56'20"E, A DISTANCE OF 143.13 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
8) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S17°03'40"W, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
9) S47°03'40"W, A DISTANCE OF 19.92 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
10) S12°56'20"E, A DISTANCE OF 73.90 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
11) N47°03'40"E, A DISTANCE OF 18.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
12) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS S72°56'20"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
13) S12°56'20"E, A DISTANCE OF 16.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF,
14) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S17°03'40"W, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
15) S47°03'40"W, A DISTANCE OF 19.92 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
16) S12°56'20"E, A DISTANCE OF 51.30 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR THE SOUTHEAST CORNER HEREOF, SAID POINT BEING AT THE NORTHEAST CORNER OF LOT 3 OF THE RESUBDIVISION OF LOT 6A-4 OF THE CO-OP DISTRICT, RECORDED IN DOCUMENT NO. 2021006802 (O.P.R.W.C.T.), AND BEING THE SOUTHEAST CORNER OF SAID LOT 6A-1;

THENCE, LEAVING THE WEST RIGHT-OF-WAY LINE OF SAID CO OP BOULEVARD, WITH THE SOUTH LINE OF SAID LOT 6A-1, IN PART WITH THE NORTH LINE OF LOTS 1-3 OF SAID RESUBDIVISION OF LOT 6A-4 OF THE CO-OP DISTRICT, AND IN PART WITH THE NORTH LINE OF LOT 6A-2 OF SAID RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S77°15'35"W, A DISTANCE OF 391.61 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
2) S07°31'47"W, A DISTANCE OF 63.64 FEET TO A 1/2-INCH IRON ROD WITH "COALTER 1481" CAP FOUND FOR AN ANGLE POINT HEREOF, SAID POINT BEING IN THE WEST LINE OF SAID LOT 6A-2, AND BEING AT THE NORTHEAST CORNER OF LOT 25A, BLOCK A OF HUTTO SQUARE COMMERCIAL LOTS, PHASE B, RECORDED IN CABINET BB, SLIDES 184-186 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.);

THENCE, WITH THE SOUTH LINE OF SAID LOT 6A-1, IN PART WITH THE NORTH LINES OF SAID LOTS 25A AND 25B OF SAID HUTTO SQUARE COMMERCIAL LOTS, PHASE B, IN PART WITH THE NORTH LINE OF LOT 2A OF THE RESUBDIVISION OF LOT 2 OF THE HUTTO EXCHANGE, RECORDED IN CABINET AA, SLIDE 211 (P.R.W.C.T.), AND IN PART WITH THE WEST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) N86°13'57"W, A DISTANCE OF 307.47 FEET TO A DISTURBED 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF, AND
2) S07°20'38"W, A DISTANCE OF 37.49 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
3) N79°31'52"W, A DISTANCE OF 188.64 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
4) N67°36'52"W, A DISTANCE OF 211.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.3510 ACRES (668,688 SQUARE FEET) OF LAND, MORE OR LESS.



RESUBDIVISION OF LOT 7 OF THE CO-OP DISTRICT, LOT 6A-1 OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A & 6A OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, AND LOTS 8 & 9 OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

08/16/2023

HRGreen DEVELOPMENT TX
5508 HIGHWAY 290 W
SUITE 150
AUSTIN, TX 78735
PHONE: 512.872.6696
HRGreen.com
TBPE NO: 16384
TBPLS NO: 10194101

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	8/15/2023
Project:	00627
Scale:	–
Reviewer:	SMD
Tech:	BAP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	3 OF 4

P:\00627\Dwg\00627_PLAT-REPLAT_LOTS 6A-1 AND 7-rev-5.dwg

STATE OF TEXAS {
} KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

WE, EDWARD S. BUTLER, REPRESENTATIVE OF 420 US 79, LTD., A TEXAS LIMITED PARTNERSHIP:

OWNERS OF THE CERTAIN TRACT OF LAND TRACT OF LAND SHOWN HEREON AND DESCRIBED AS FOLLOWS:

ALL OF LOT 6A–1 OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A AND 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO–OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, RECORDED IN DOCUMENT NO. 2019123703 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), AND LOT 7 OF THE CO–OP DISTRICT, RECORDED IN DOCUMENT NO. 2018038896 (O.P.R.W.C.T.), SAID LOTS 6A–1 AND 7 CONVEYED TO 420 US 79, LTD IN DOCUMENT NO. 2018044838 (O.P.R.W.C.T.), AND THE PORTION OF THE RIGHT–OF–WAY OF PECAN STREET VACATED IN DOCUMENT NO. _____ (O.P.R.W.C.T.), LOTS 8 & 9 OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO–OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, RECORDED IN DOCUMENT NO. 2019031148 (O.P.R.W.C.T), SAID LOT 8 PREVIOUSLY CONVEYED TO 420 US 79, LTD, IN DOCUMENT NO. 2018079665 (O.P.R.W.C.T.), AND SAID LOT 9 CONVEYED TO 79 ALPHA DISTRICT DEVELOPMENT, LLC, IN DOCUMENT NO. 2020004655 (O.P.R.W.C.T.)

AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS RESUBDIVISION IS TO BE KNOWN AS

RESUBDIVISION OF LOT 7 OF THE CO–OP DISTRICT, LOT 6A–1 OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A & 6A OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO–OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, AND LOTS 8 & 9 OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO–OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20___,

BY: _____
EDWARD S. BUTLER, REPRESENTATIVE OF 420 US 79, LTD.
10095 US 290 EAST
MANOR, TEXAS 78653

STATE OF TEXAS {
{ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 20___,

BY, EDWARD S. BUTLER, WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC, THE STATE OF TEXAS

_____ _____ _____
PRINTED NAME MY COMMISSION EXPIRES

STATE OF TEXAS {
} KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, XAVIER GARZA–ROBLEDO, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

_____ DAY OF _____, 20____,

_____
XAVIER GARZA–ROBLEDO, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 135174
STATE OF TEXAS
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
512.872.6696

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
3. A MINIMUM 10 FOOT PUBLIC ACCESS EASEMENT SHALL BE DEDICATED ADJACENT TO ALL PUBLIC RIGHT OF WAY AT SITE DEVELOPMENT PERMIT.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
6. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
   WATER: CITY OF HUTTO
   WASTEWATER: CITY OF HUTTO
   ELECTRIC: ONCOR
   GAS (NATURAL OR PROPANE): ATMOS ENERGY/TEXAS COMMUNITY PROPANE
   PHONE/CABLE: TIME WARNER CABLE/CENTURY LINK
7. THERE ARE NO AREAS OF THIS SUBDIVISION IN THE 100–YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER NO. 48491C 0520E, DATED SEPTEMBER 26, 2008.
8. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT DEVELOPMENT (PER ORDINANCE O–17–12–07–8A), CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
9. A PROPERTY OWNER'S ASSOCIATION (POA) WILL BE ESTABLISHED AND IN PLACE PRIOR TO THE FIRST BUILDING CERTIFICATE OF OCCUPANCY BEING ISSUED.
10. ALL OPEN SPACE/DRAINAGE EASEMENTS/PUBLIC UTILITY EASEMENTS WILL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
11. SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
12. ALL EASEMENTS, COVENANTS AND RESTRICTIONS FROM THE PREVIOUS PLATS (THE CO–OP DISTRICT, THE RESUBDIVISION OF LOTS 4A, 4B, 5A AND 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO–OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, AND THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO–OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT) SHALL APPLY TO THIS RESUBDIVISION PLAT, EXCEPT AS SHOWN.
13. RECIPROCAL JOINT ACCESS AND PARKING EASEMENT BETWEEN LOTS 7A, 7B, 7C, AND 7D IS HEREBY GRANTED. THE JOINT ACCESS EASEMENT MUST ALLOW PEDESTRIAN AND/OR VEHICULAR TRAFFIC/PARKING TO MOVE FREELY TO THE ADJACENT PUBLIC RIGHT–OF–WAY, OR BETWEEN THE TRACTS, OR BOTH. EACH OWNER MUST MAINTAIN ITS TRACT, THE PORTION OF THE ACCESS AND PARKING AREA LOCATED ON ITS TRACT, AND ALL IMPROVEMENTS TO ALLOW CONTINUOUS FREE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS.
14. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE PUD (ORDINANCE # O–19–05–16–11B.)
15. TIF WILL BE DUE BASED ON ORDINANCE 2021–014.
16. THE SITE IS ZONED PUD (PLANNED UNIT DEVELOPMENT, ZONING ORDINANCE NO. O–17–12–07–8A) PER THE CITY OF HUTTO GIS WEBSITE.
17. THE AMENDED MASTER DEVELOPMENT AGREEMENT FOR THIS SITE IS RECORDED IN DOCUMENT NO. 2023037588 (O.P.R.W.C.T.)

STREET NAMES APPROVED

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION ON THE

_____ DAY OF _____, 20___.

_____ _____ _____
PLANNING AND ZONING CHAIR DATE DEVELOPMENT SERVICES DIRECTOR DATE
RICHARD HUDSON ASHLEY BAILEY, AICP

STATE OF TEXAS {
} KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, STEVEN M. DUARTE, REGISTERED PUBLIC SURVEYOR NO. 5940, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON AUGUST 8, 2017.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

_____ DAY OF _____, 20____,

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. FOR REVIEW PURPOSES ONLY.

_____
STEVEN M. DUARTE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5940
4WARD LAND SURVEYING
2201 WOODWARD STREET, SUITE 2201
AUSTIN, TEXAS 78744
512–537–2384

the CO OP DISTRICT

CITY OF HUTTO

08/16/2023

STATE OF TEXAS {
} KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20___ A.D., AT ___O'CLOCK, ___.M., AND DULY RECORDED THIS ____ DAY OF _____, 20___ A.D., AT ___O'CLOCK, ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

RESUBDIVISION OF LOT 7 OF THE CO-OP DISTRICT, LOT 6A-1 OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A & 6A OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, AND LOTS 8 & 9 OF THE RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

HRGreen DEVELOPMENT TX
5508 HIGHWAY 290 W
SUITE 150
AUSTIN, TX 78735
PHONE: 512.872.6696
HRGreen.com
TBPE NO: 16384
TBPLS NO: 10194101

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	8/15/2023
Project:	00627
Scale:	–
Reviewer:	SMD
Tech:	BAP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	4 OF 4

P:\00627\Dwg\00627_PLAT–REPLAT_LOTS 6A–1 AND 7–rev–5.dwg

AGENDA ITEM REPORT
5.9.

To:	Planning and Zoning Commission
Subject:	Conduct a public hearing and consider possible action on Durango Farms Ph 2 Lots 1-5 Blk H Replat, approximately 0.713 acres, at the northeast corner of Mager Lane and Greenspire Lane.
Meeting:	Tuesday, October 10, 2023
Department:	Development Services
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

The subject property is under an acre in size, and currently platted as five residential lots, as allowed in the approved Durango Farms Planned Unit Development. The property is bound by Durango Farms PUD on the east, south, and west and platted as either single-family residential or a large openspace/drainage lot to the east. The adjacent tract to the north is currently still in the extraterritorial jurisdiction (ETJ) and classified as a continuation of the 'Complete Neighborhood" designation on the adopted Future Land Use Map.

SUMMARY OF REQUEST:

The proposed replat creates a drainage lot behind the five residential lots to convey drainage to Lot 24, Block H that lies east of Lot 5.

STAFF REVIEW:

Staff recommends that the Planning and Zoning Commission recommend approval of the replat.

FISCAL NOTES:

None at this time.

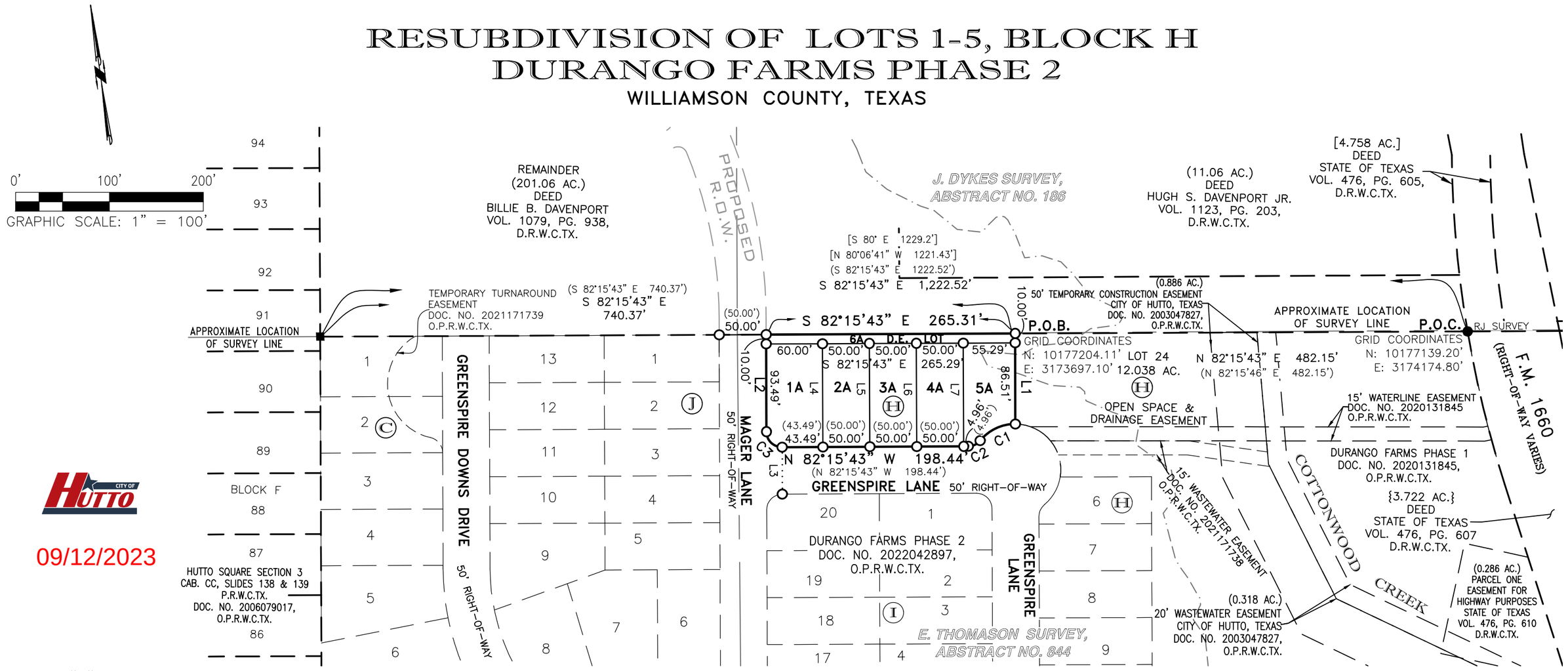
POLICY IMPLICATIONS:

None at this time.

ATTACHMENTS:

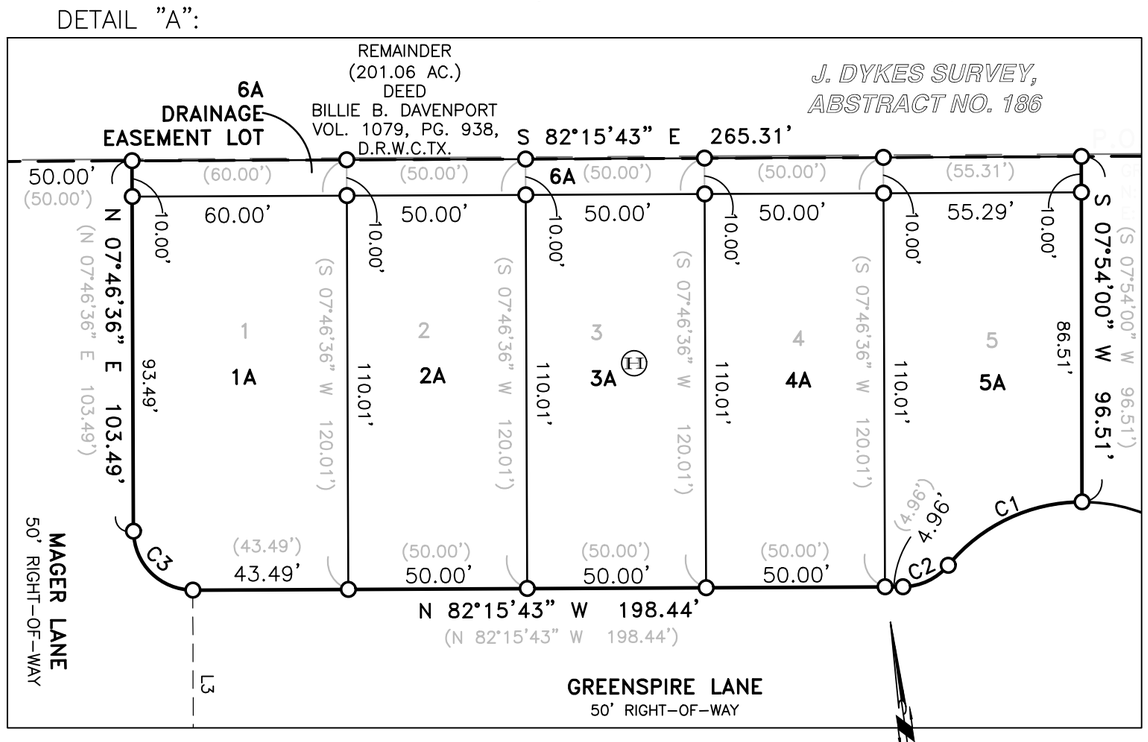
1. DurangoFarmsPh2Lots1-5BlkHReplat-U1-Plat(9-12-23)

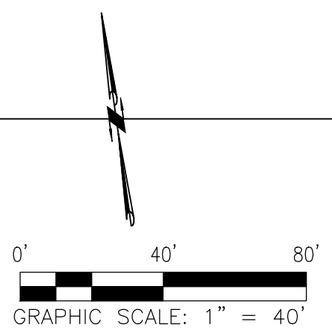
RESUBDIVISION OF LOTS 1-5, BLOCK H
DURANGO FARMS PHASE 2
WILLIAMSON COUNTY, TEXAS



09/12/2023

DETAIL "A":





BENCHMARK LIST: – NAVD88 – GEOID12B

BM:1368–24:
CITY OF HUTTO BRASS DISC SET IN CONCRETE
GRID NORTHING: 10,176,498.70
GRID EASTING: 3,173,655.92
ELEVATION = 661.14 FEET.

BM:1368–25:
"SQUARE W/ X" ETCHED IN CONCRETE SIDEWALK AT BRIDGE
GRID NORTHING: 10,176,737.08
GRID EASTING: 3,174,244.18
ELEVATION = 660.89 FEET.

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999885.

4. COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.

LEGEND

RJ SURVEY ●	1/2" IRON ROD WITH PLASTIC CAP STAMPED "RJ SURVEY" FOUND
■	CONCRETE MONUMENT FOUND
○	1/2" IRON ROD WITH PLASTIC CAP STAMPED "LANDDEV" PREVIOUSLY SET OR "HR GREEN" SET
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.TX.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION PER DOC. NO. 2022042897, O.P.R.W.C.TX.
[ ]	OTHER RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT–OF–WAY
W.E.	WATER LINE EASEMENT
N.T.S.	NOT TO SCALE

LEGAL DESCRIPTION

DESCRIPTION OF 0.713 OF ONE ACRE (31,061 SQUARE FEET) OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, WILLIAMSON COUNTY, TEXAS; SAID 0.713 OF ONE ACRE (31,061 SQUARE FEET) OF LAND BEING ALL OF LOTS 1–5, BLOCK H, DURANGO FARMS PHASE 2, A SUBDIVISION ACCORDING TO THE PLAT OR MAP OF RECORD IN DOCUMENT NO. 2022042897, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.713 OF ONE ACRE (31,061 SQUARE FEET) OF LAND BEING A PORTION OF LOTS 1–9, BLOCK H, SAID DURANGO FARMS PHASE 2, DESIGNATED AS EXHIBIT "A" AND DESCRIBED IN THE SPECIAL WARRANTY DEED TO MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIABILITY COMPANY, OF RECORD IN DOCUMENT NO. 2022115777, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.713 OF ONE ACRE (31,061 SQUARE FEET) OF LAND, AS SURVEYED BY HR GREEN DEVELOPMENT, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½–INCH IRON ROD WITH A PLASTIC CAP STAMPED "RJ SURVEY" (GRID COORDINATES: N= 10,177,139.20, E= 3,174,174.80) FOUND IN THE WEST RIGHT–OF–WAY LINE OF F.M. 1660, A VARIABLE–WIDTH RIGHT–OF–WAY, AT THE NORTHEAST CORNER OF LOT 24, BLOCK H, DURANGO FARMS PHASE 1, A SUBDIVISION ACCORDING TO THE PLAT OR MAP OF RECORD IN DOCUMENT NO. 2020131845, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE EASTERLY SOUTHEAST CORNER OF A CERTAIN CALLED 201.06 ACRE TRACT DESCRIBED IN THE DEED TO BILLIE B. DAVENPORT OF RECORD IN VOLUME 1079, PAGE 938, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHWEST CORNER OF A CERTAIN CALLED 4.758 ACRE TRACT DESCRIBED IN THE DEED TO THE STATE OF TEXAS OF RECORD IN VOLUME 476, PAGE 605, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF A CERTAIN CALLED 3.722 ACRE TRACT DESCRIBED IN THE DEED TO THE STATE OF TEXAS OF RECORD IN VOLUME 476, PAGE 607, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N 82°15'43" W, LEAVING THE WEST RIGHT–OF–WAY LINE OF SAID F.M. 1660, WITH THE NORTH LINE OF SAID LOT 24, BLOCK H, DURANGO FARMS PHASE 1, WITH A SOUTH LINE OF THE SAID 201.06 ACRE TRACT, A DISTANCE OF 482.15 FEET TO ½–INCH IRON ROD WITH A PLASTIC CAP STAMPED "LANDDEV" PREVIOUSLY SET FOR THE NORTHERLY NORTHWEST CORNER OF SAID LOT 24, BLOCK H, DURANGO FARMS PHASE 1, FOR THE NORTHEAST CORNER OF SAID LOT 5, BLOCK H, DURANGO FARMS PHASE 2, FOR THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THE TRACT DESCRIBED HEREIN;

THENCE S 07°54'00" W, LEAVING THE SOUTH LINE OF THE SAID 201.06 ACRE TRACT, WITH THE WEST LINE OF SAID LOT 24, BLOCK H, DURANGO FARMS PHASE 1, WITH THE EAST LINE OF SAID LOT 5, BLOCK H, DURANGO FARMS PHASE 2, SAME BEING THE EAST LINE OF THE TRACT DESCRIBED HEREIN, A DISTANCE OF 96.51 FEET TO A ½–INCH IRON ROD WITH A PLASTIC CAP STAMPED "LANDDEV" PREVIOUSLY SET FOR A POINT–OF–CURVATURE IN THE CURVING NORTH RIGHT–OF–WAY LINE OF GREENSPIRE LANE, A 50–FOOT RIGHT–OF–WAY, AS SHOWN ON SAID DURANGO FARMS PHASE 2, IN THE CURVING WEST LINE OF SAID LOT 24, BLOCK H, DURANGO FARMS PHASE 1, FOR THE SOUTHEAST CORNER OF SAID LOT 5, BLOCK H, DURANGO FARMS PHASE 2, SAME BEING THE SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE LEAVING THE WEST LINE OF SAID LOT 24, BLOCK H, DURANGO FARMS PHASE 1, WITH THE CURVING NORTH RIGHT–OF–WAY LINE OF SAID GREENSPIRE LANE, WITH THE SOUTH LINES OF LOTS 5–1, BLOCK H, DURANGO FARMS PHASE 2, WITH THE SOUTH LINE OF THE TRACT DESCRIBED HEREIN, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. WITH THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 48.50 FEET, AN ARC DISTANCE OF 42.73 FEET, AND A CHORD WHICH BEARS S 72°39'27" W, A DISTANCE OF 41.37 FEET TO A ½–INCH IRON ROD WITH A PLASTIC CAP STAMPED "LANDDEV" PREVIOUSLY SET FOR A POINT OF REVERSE–CURVATURE,
2. WITH THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 16.50 FEET, AN ARC DISTANCE OF 14.49 FEET, AND A CHORD WHICH BEARS S 72°34'36" W, A DISTANCE OF 14.03 FEET TO A ½–INCH IRON ROD WITH A PLASTIC CAP STAMPED "LANDDEV" PREVIOUSLY SET FOR A POINT–OF–TANGENCY,
3. N 82°15'43" W, A DISTANCE OF 198.44 FEET TO A ½–INCH IRON ROD WITH A PLASTIC CAP STAMPED "LANDDEV" PREVIOUSLY SET FOR A POINT–OF–CURVATURE, AND
4. WITH THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 16.50 FEET, AN ARC DISTANCE OF 25.93 FEET, AND A CHORD WHICH BEARS N 37°14'33" W, A DISTANCE OF 23.34 FEET TO A ½–INCH IRON ROD WITH A PLASTIC CAP STAMPED "LANDDEV" PREVIOUSLY SET FOR THE INTERSECTION OF THE NORTH RIGHT–OF–WAY LINE OF SAID GREENSPIRE LANE, AND THE EAST RIGHT–OF–WAY LINE OF MAGER LANE, A 50–FOOT RIGHT–OF–WAY, AS SHOWN ON SAID DURANGO FARMS PHASE 2, FOR THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK H, DURANGO FARMS PHASE 2, FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE N 07°46'36" E, WITH THE EAST RIGHT–OF–WAY LINE OF SAID MAGER LANE, AND THE WEST LINE OF SAID LOT 1, BLOCK H, DURANGO FARMS PHASE 2, WITH THE WEST LINE OF THE TRACT DESCRIBED HEREIN, A DISTANCE OF 103.49 FEET TO A ½–INCH IRON ROD WITH A PLASTIC CAP STAMPED "LANDDEV" PREVIOUSLY SET IN THE SOUTH LINE OF THE SAID 201.06 ACRE TRACT, FOR THE NORTHEAST TERMINUS OF SAID MAGER LANE, FOR THE NORTHWEST CORNER OF SAID LOT 1, BLOCK H, DURANGO FARMS PHASE 2, FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE S 82°15'43" E, WITH THE SOUTH LINE OF THE SAID 201.06 ACRE TRACT, WITH THE NORTH LINES OF LOTS 1–5, BLOCK H, WITH THE NORTH LINE OF THE TRACT DESCRIBED HEREIN, A DISTANCE OF 265.31 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.713 OF ONE ACRE (31,061 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR: ERNESTO NAVARRETE, R.P.L.S. 6642
HR GREEN DEVELOPMENT TX, LLC
5508 HWY 290 WEST #150
AUSTIN, TEXAS 78735
512.872.6696
ernesto.navarrete@hrgreen.com
TBPLS FIRM NO. 10194101

ENGINEER: XAVIER GARZA–ROBLEDO, P.E. 135174
HR GREEN DEVELOPMENT TX, LLC
5508 HIGHWAY 290 WEST #150
AUSTIN, TX 78735
512.872.6696
xavier.garza@hrgreen.com
TBPE FIRM No.: F–16384

OWNER: MERITAGE HOMES OF TEXAS, LLC
8800 E. RAINTREE DRIVE, STE. 300
SCOTTSDALE, AZ 95260

ACREAGE: 0.713 OF ONE ACRE (31,061 SQUARE FEET)

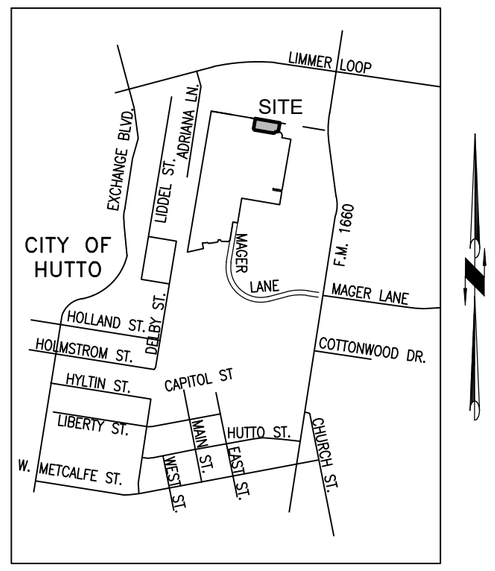
PATENT SURVEY: E. THOMASON SURVEY, ABSTRACT NO. 844

TOTAL NUMBER OF LOTS: 6

SINGLE–FAMILY/ RESIDENTIAL: 5

NUMBER OF DRAINAGE EASEMENT LOTS: 1

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 07°54'00" W (S 07°54'00" W)	96.51' (96.51')
L2	N 07°46'36" E (N 07°46'36" E)	103.49' (103.49')
L3	S 07°48'09" W (N 07°48'09" E)	50.00' (50.00')
L4	S 07°46'36" W	110.01'
L5	S 07°46'36" W	110.01'
L6	S 07°46'36" W	110.01'
L7	S 07°46'36" W	110.01'



VICINITY MAP
1" = 1500'

TABLE OF LAND USES		
BLOCK H, LOT 1A	SINGLE–FAMILY	0.150 AC.
BLOCK H, LOT 2A	SINGLE–FAMILY	0.126 AC.
BLOCK H, LOT 3A	SINGLE–FAMILY	0.126 AC.
BLOCK H, LOT 4A	SINGLE–FAMILY	0.126 AC.
BLOCK H, LOT 5A	SINGLE–FAMILY	0.123 AC.
BLOCK H, LOT 6A	DRAINAGE EASEMENT LOT	0.061 AC.

BLOCK H	
LOT NO.	AREA (SQ. FT.)
1A	0.150 AC. (6,542 SQ. FT.)
2A	0.126 AC. (5,500 SQ. FT.)
3A	0.126 AC. (5,500 SQ. FT.)
4A	0.126 AC. (5,500 SQ. FT.)
5A	0.123 AC. (5,366 SQ. FT.)
6A	0.061 AC. (2,653 SQ. FT.)

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	48.50' (48.50')	42.73' (42.73')	S 72°39'27" W (S 72°39'27" W)	41.37' (41.37')
C2	16.50' (16.50')	14.49' (14.49')	S 72°34'36" W (N 72°34'36" E)	14.03' (14.03')
C3	16.50' (16.50')	25.93' (25.93')	N 37°14'33" W (S 37°14'33" E)	23.34' (23.34')

FILE No: 1368

No:	REVISION:	BY:	DATE:
	PLAT PREPARATION DATE		AUGUST, 2023
	APPLICATION SUBMITTAL DATE		

HRGreen DEVELOPMENT TX
5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM
TBPE NO: 16384
TBPLS NO: 10194101

RESUBDIVISION OF LOTS 1–5, BLOCK H
DURANGO FARMS PHASE 2
E. THOMASON SURVEY, ABSTRACT NO. 844
WILLIAMSON COUNTY, TEXAS

L:\Projects\1368-Roznovak\600-Survey\607-CADD\Plats\Durango Farms Ph 2\REPLAT\1368 Durango Farms Phase 2 Re-Plat.dwg
PLOT DATE: Sep 08,2023–2:54pm

RESUBDIVISION OF LOTS 1-5, BLOCK H
DURANGO FARMS PHASE 2
WILLIAMSON COUNTY, TEXAS

STATE OF _____ §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF _____ §

WE, MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, SOLE OWNER'S OF 0.713 OF ONE ACRE (31,061 SQUARE FEET) OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, WILLIAMSON COUNTY, TEXAS; SAID 0.713 OF ONE ACRE (31,061 SQUARE FEET) OF LAND BEING ALL OF LOTS 1–5, BLOCK H, DURANGO FARMS PHASE 2, A SUBDIVISION ACCORDING TO THE PLAT OR MAP OF RECORD IN DOCUMENT NO. 2022042897, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.713 OF ONE ACRE (31,061 SQUARE FEET) OF LAND BEING A PORTION OF LOTS 1–9, BLOCK H, SAID DURANGO FARMS PHASE 2, DESIGNATED AS EXHIBIT "A" AND DESCRIBED IN THE SPECIAL WARRANTY DEED TO MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIABILITY COMPANY, OF RECORD IN DOCUMENT NO. 2022115777, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO CITY OF HUTTO, TEXAS, THE STREETS, ALLEYS, RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS RE–SUBDIVISION IS TO BE KNOWN AS:

RESUBDIVISION OF LOTS 1–5, BLOCK H, DURANGO FARMS PHASE 2

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF_____, 2023.

_____

MERITAGE HOMES OF TEXAS, LLC
8800 E. RAINTREE DRIVE, STE. 300
SCOTTSDALE, AZ 95260

STATE OF _____ §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY

PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF _____ §

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

I, XAVIER GARZA–ROBLEDO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS, COUNTY TEXAS, THIS ____ DAY

OF _____, 2023.

_____

XAVIER GARZA–ROBLEDO, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 135174– STATE OF TEXAS
HR GREEN DEVELOPMENT TX, LLC
5508 HIGHWAY 290 WEST #150
AUSTIN, TX 78735
512.872.6696
xavier.garza@hrgreen.com
TBPE FIRM No.: F–16384

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

I, ERNESTO NAVARRETE, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON JULY, 2023.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS, COUNTY TEXAS, THIS _____ DAY

OF _____, 2023.

_____

ERNESTO NAVARRETE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6642 – STATE OF TEXAS
HR GREEN DEVELOPMENT TX, LLC
5508 HIGHWAY 290 WEST #150
AUSTIN, TEXAS 78735
512.872.6696
ernesto.navarrete@hrgreen.com
TBPLS FIRM NO. 1019410

09/12/2023

GENERAL NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.

2. AS AMENDED, BUILDING SETBACK LINES SHALL CONFORM TO THE PUD REQUIREMENTS, ESTABLISHED IN PUD ORDINANCE O–2021–042.

3. A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES. THIS NOTE DOES NOT APPLY TO ALLEYS WITHIN THE SUBDIVISION.

4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.

5. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH UDC REQUIREMENTS.

6. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION. A 3.0 FOOT PEDESTRIAN ACCESS EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES. THIS NOTE DOES NOT APPLY TO ALLEYS WITHIN THE SUBDIVISION.

7. WATER AND WASTEWATER SERVICES FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.

8. UTILITY PROVIDERS FOR THIS DEVELOPMENT SITE ARE:

WATER:	CITY OF HUTTO
WASTEWATER:	CITY OF HUTTO
ELECTRIC:	ONCOR ELECTRIC DELIVERY COMPANY, LLC
GAS (NATURAL OR PROPANE):	ATMOS ENERGY

9. FLOODPLAIN NOTES:
A PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP NO. 48491C0520F, MAP REVISED DATE: DECEMBER 20, 2019.
ALL STRUCTURES ADJACENT TO THE FLOODPLAIN, EXCEPT FOR DRAINAGE FACILITIES, SHALL HAVE THE LOWEST FINISHED FLOOR AT 2 FEET OR MORE ABOVE THE BASE FLOOD ELEVATION (BFE) OF COTTONWOOD CREEK.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS–OF–WAY DEDICATED BY THIS PLAT.

10. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.

11. AS AMENDED, ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS , PUD ORDINANCE O–2021–042, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.

12. AS AMENDED, ON–SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO A REDUCE POST–DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100–YEAR STORM EVENTS.

13. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

14. ALL AMENITY, OPEN SPACE AND DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

15. THIS SUBDIVISION IS ZONED: PUD ORDINANCE O–2021–042.

16. THIS SITE IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

17. FIRE/EMERGENCY SERVICES – WILLIAMSON COUNTY ESD #3

18. FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF THE STREET MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE. (2018 IFC APPENDIX D SEC. D103.6.2)

19. COVENANTS AND DEED RESTRICTIONS APPLIED TO THE ORIGINAL PLAT CONVEY TO THE RESUBDIVISION PLAT.

20. TREES SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.

21. FINISH FLOOR ELEVATION FOR RESIDENTIAL LOTS ADJACENT TO THE PROPOSED/EXISTING PONDS, PROPOSED/EXISTING CHANNELS OR EXISTING 100–YR FLOODPLAIN SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 100–YEAR WATER SURFACE ELEVATION, WHICHEVER IS GREATER.

APPROVAL
CITY OF HUTTO
PLANNING AND ZONING COMMISSION CHAIR SIGNATURE:

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THIS THE _____DAY OF _____, 2023.

_____ _____
PLANNING AND ZONING COMMISSION CHAIR SIGNATURE — DATE

THIS PLAT IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF HUTTO, THIS ON THE _____DAY OF _____, 2023.

_____ _____
ASHLEY BAILEY, DIRECTOR OF DEVELOPMENT SERVICES — DATE

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE_____ DAY OF_____, 2023, A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF_____, 2023, A.D., AT____O'CLOCK,___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

_____

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS
BY: _____, DEPUTY

FILE No: 1368

No:	REVISION:	BY:	DATE:
	PLAT PREPARATION DATE		AUGUST, 2023
	APPLICATION SUBMITTAL DATE		

HRGreen DEVELOPMENT TX
5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM
TBPE NO: 16384
TBPLS NO: 10194101

RESUBDIVISION OF LOTS 1–5, BLOCK H
DURANGO FARMS PHASE 2
E. THOMASON SURVEY, ABSTRACT NO. 844
WILLIAMSON COUNTY, TEXAS

L:\Projects\1368-Roznovak\600-Survey\607-CADD\Plats\Durango Farms Ph 2\REPLAT\1368 Durango Farms Phase 2 Re-Plat.dwg
PLOT DATE: Sep 08,2023–2:59pm