



City of Hutto

Agenda

Planning and Zoning Commission Tuesday, December 5, 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 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.
- 4.2. Consideration and possible action on the Hutto Data Center Campus Subdivision Preliminary Plat, 158.731 acres, more or less, of and, located on County Road 132.
- 4.3. Consideration and possible action on Hutto Data Center Campus Subdivision One Final Plat, 158.731 acres, more or less, of land, located on County Road 132.
- 4.4. Consideration and possible action on the proposed Hutto Crossing Phase 4 Section 19 Final Plat, 12.105 acres, more or less, of land, comprised of 77 residential lots and 2 open space lots, located north of Carl Stern Drive.
- 4.5. Consideration and possible action on the proposed Yardly Emory Crossing Final Plat, 56.318 acres, more or less, of land, comprised of one multi-family lot, located on County Road 119/Ed Schmidt Blvd.

5. AGENDA ITEMS

- 5.1. Consideration of a public hearing and possible recommendation on Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to add Section 3.10 Riparian Setback.
- 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. Hold a public hearing and consider action on the proposed Park at Brushy Creek Phase 1 Lots 126-127, Block G Replat, 3.236 acres, more or less, of land, two commercial lots, located off of Chris Kelley Boulevard.
- 5.4. Conduct a public hearing for the proposed Heritage Mill South Subdivision Revised Preliminary Plat, 188.93 acres, more or less, of land, 679 lots, located off of FM 1660 South.

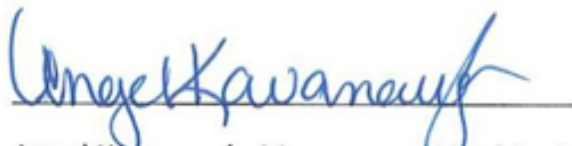
6. DEVELOPMENT SERVICES DIRECTOR REPORT

7. ADJOURNMENT

8. CERTIFICATION

I certify that this notice of the December 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 December 1, 2023 at 5:00 P.M.




Angel Kavanaugh, Management Assistant

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 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.
Meeting: Tuesday, December 5, 2023
Department: Development Services
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The proposal consists of a final plat for 130 residential lots, five open space lots, one amenity center lot, and three open space/green link lots. The property is in an approved MUD and will remain in the ETJ. The mix of residential lots shown on the approved Preliminary Plat is 297 forty-foot lots and 70 fifty-foot lots, in compliance with the concept approved by the MUD Consent Agreement. As a property within a Municipal Utility District and within the extra-territorial jurisdiction, there is no zoning authority and the proposal must conform to the consent agreement and the subdivision regulations.

NORTH: ETJ, Individual Homes and Vacant

SOUTH: ETJ, Individual Homes and Vacant

EAST: Single Family (SF-1), Proposed Gola Subdivision

WEST: Single Family (SF-1), Ray Elementary; Brooklands Subdivision

SUMMARY OF REQUEST:

This application was reviewed to ensure consistency with the development standards of the Unified Development Code (UDC) and the approved Consent Agreement and staff has determined that the request does not comply with either. The comments are attached. The plat is subject to HB3167.

STAFF REVIEW:

Staff recommends denial of the plat in accordance with HB3167. The next available submittal date to be in compliance with HB3167 is December 27, 2023.

FISCAL NOTES:

POLICY IMPLICATIONS:

Sustainable Growth

ATTACHMENTS:

1. HeritageMillNorthSec1-FP-U1-ComIssued(11-20-23)

AGENDA ITEM REPORT

4.1.





November 20, 2023

BGE Inc
Aaron Corn
101 W. Louis Henna Boulevard #400
Austin, TX 78728
acorn@bgeinc.com - communication provided via email

**RE: Heritage Mill North Sec 1 Final Plat, Hutto, TX 78634
Final Plat Review – Heritage Mill North Sec 1 Final Plat - Comment Report to Update #1 Submittal
(received 10-31-23)
Project No.: 2106-PLAT**

Mr. Corn,

Upon review of the above referenced final plat Update #1 submitted on October 31, 2023, the following comments are required to be resolved.

Please provide **Update #2** addressing all comments. With your updated plat, please provide a comment response letter detailing how each comment was addressed in **both** digital and paper formats (all paper plan set sizes are required for an update submittal). If the plat contains more than one sheet, please combine all sheets into one document file

Planning Review – Sofia Sierra, Planner (512) 759-4038 – sofia.sierra@huttotx.gov

1. See attached markups.

Engineering Review – Matt Rector, P.E., City Engineer (512) 759-4025 – matt.rector@huttotx.gov

2. See attached markups.

Fire Prevention Review – Eric Woods, Fire Marshal. WCESD #3 - (512) 759-2616 – ewoods@huttofirerescue.org

3. Comments addressed. No further comments.

This review is based only on the information provided. Please note that plats remain subject to additional staff comments throughout the duration of the review period. This review in no way alleviates the responsibility of the developer to comply with all ordinances adopted by the City of Hutto, or state and federal laws and codes. No code violations are approved by this department.

If you have specific questions regarding any of the comments in this report, please contact the department reviewer noted at the top of the corresponding section.

Sincerely,
Development Services Department

Heritage Mill North Sec 1 FP - Update #1

11/20/2023

Attendees

Sofia Sierra (sofia.sierra@huttotx.gov)
Matt Rector (matt.rector@huttotx.gov)

Documents

HeritageMillNorthSec1-FP-U1-ComResp(10-31-23).pdf
HeritageMillNorthSec1-FP-U1-Plat(10-31-23).pdf



October 25, 2023

Development Services Department
500 W. Live Oak Street
Hutto, Texas 78634
(512) 759-3479

RE: Comment Response Letter
Project No.: 2106-PLAT
Heritage Mill North Section 1 Final Plat
Hutto, Texas 78634

Planning Review

1. See attached markups.

Response: Understood, please reference the blue responses on the Comment Response document.

2. Provide payment of final plat submittal fees in the amount of \$4,780.50. Payment by credit card can be made online through MGO (MyGovernmentOnline) or by check made payable to City of Hutto and delivered to Hutto city hall attn Development Services. Reference permit number and project name to ensure proper credit is applied.

Response: Payment check was sent to City of Hutto by the owner but seems to have been misplaced. We are working on locating the check or voiding the check and issuing another form of payment (check or card) with this update submittal.

Engineering Review

3. See attached markups.

Response: Understood, please reference the blue responses on the Comment Response document.

Fire Prevention Review

4. Please add the following note to the plat notes, "Streets more than 26 feet wide and less than 32 feet wide require fire lane signage posted on one side of the street".

Response: Local streets are 33ft wide (face-to-face) to meet Williamson County standards. Since no streets are less than 32 feet wide, fire land signage is not required and this note is not necessary on the Final Plat.

5. Please pay the required fee of \$150.00. Online payment can be made at [Huttofirerescue.org](https://huttofirerescue.org), click on the Fire Marshall payment portal.

Response: Payment to be made with update submittal.

Should you have any questions regarding this response or the associated corrections, please feel free to contact me with any questions at (512) 507-4361 or via email at ABerry@BGEInc.com.

Sincerely,



J. Adam Berry, P.E.
Sr. Project Manager
BGE, Inc.



August 30, 2023

BGE Inc
Aaron Corn
101 W. Louis Henna Boulevard #400
Austin, TX 78728
acorn@bgeinc.com - communication provided via email

RE: Heritage Mill North Sec 1 Final Plat, Hutto, TX 78634
Final Plat Review – Heritage Mill North Sec 1 Final Plat - Comment Report to Initial Submittal (received 8-10-23)
Project No.: 2106-PLAT

Mr. Corn,

Upon review of the above referenced final plat initial application submitted on August 10, 2023, the following comments are required to be resolved.

Please provide **Update #1** addressing all comments. With your updated plat, please provide a comment response letter detailing how each comment was addressed in **both** digital and paper formats (all paper plan set sizes are required for an update submittal). If the plat contains more than one sheet, please combine all sheets into one document file

Planning Review – Sofia Sierra, Planner (512) 759-4038 – sofia.sierra@huttotx.gov

1. See attached markups.
2. Provide payment of final plat submittal fees in the amount of \$4,780.50. Payment by credit card can be made online through MGO (MyGovernmentOnline) or by check made payable to City of Hutto and delivered to Hutto city hall attn Development Services. Reference permit number and project name to ensure proper credit is applied.

Engineering Review – Matt Rector, P.E., City Engineer (512) 759-4025 – matt.rector@huttotx.gov

3. See attached markups.

Fire Prevention Review – Eric Woods, Fire Marshal. WCESD #3 - (512) 759-2616 – ewoods@huttofirerescue.org

4. Please add the following note to the plat notes, "Streets more than 26 feet wide and less than 32 feet wide require fire lane signage posted on one side of the street".
5. Please pay the required fee of \$150.00. Online payment can be made at Huttofirerescue.org, click on the Fire Marshal payment portal.

This review is based only on the information provided. Please note that plats remain subject to additional staff comments throughout the duration of the review period. This review in no way alleviates the responsibility of the developer to comply with all ordinances adopted by the City of Hutto, or state and federal laws and codes. No code violations are approved by this department.

If you have specific questions regarding any of the comments in this report, please contact the department reviewer noted at the top of the corresponding section.

Sincerely,
Development Services Department

Heritage Mills North Sec 1 FP - Initial

8/30/2023

Attendees

Ashley Bailey (ashley.bailey@huttotx.gov)
Sofia Sierra (sofia.sierra@huttotx.gov)
Matt Rector (matt.rector@huttotx.gov)

Documents

HeritageMillNorthSec1-FP-Init-DrainRpt(8-10-23).pdf
HeritageMillNorthSec1-FP-Init-Plat(8-10-23).pdf

ENGINEERING REVIEW

Review is for general compliance only. Sole responsibility for correctness remains with the Engineer of Record.

- ☐ No Exceptions Taken
- ☐ Revise as Noted
- ☒ Denied. Revise and Resubmit.



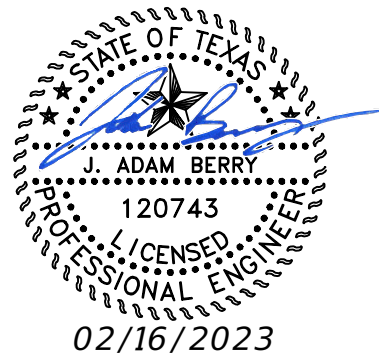
**PRELIMINARY PLAT
DRAINAGE REPORT
FOR**

HERITAGE MILL NORTH

PREPARED FOR:

BROHN HOMES

**PREPARED BY:
J. ADAM BERRY, P.E.**



**BGE, INC. TBPE FIRM#: F-1046
101 W. LOUIS HENNA BLVD SUITE #400 AUSTIN, TX, 78728**

FEBRUARY 2023

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ATTACHMENTS

EXHIBIT 1 – LOCATION MAP

EXHIBIT 2 – PRE-DEVELOPED HYDROLOGY MAP

EXHIBIT 3 –POST-DEVELOPED HYDROLOGY MAP

EXHIBIT 4 – HYDROLOGIC SOIL GROUP MAP

EXHIBIT 5 – HEC-HMS MODEL (ELECTRONIC)

TABLE 2.1 – SCS WORKSHEET FOR EDA 1.A

TABLE 2.2 – SCS WORKSHEET FOR EDA 1.B

TABLE 2.3 – SCS WORKSHEET FOR EDA 2

TABLE 2.4 – SCS WORKSHEET FOR EX REACH 1

TABLE 2.5 – SCS WORKSHEET FOR PDA 1.A

TABLE 2.6 – SCS WORKSHEET FOR PDA 1.B

TABLE 2.7 – SCS WORKSHEET FOR PDA 2.A

TABLE 2.8 – SCS WORKSHEET FOR PDA 2.B

TABLE 2.9 – SCS WORKSHEET FOR PR REACH 1

1.0 OBJECTIVE

This report has been prepared on behalf of Brohn Homes as part of the Heritage Mill North Preliminary Plat submittal to demonstrate that the proposed development provides adequate detention for all flows discharging to Cottonwood Creek. The project site is located south of FM 1660 and east of CR 163 (see EXHIBIT 1 – LOCATION MAP). The proposed project site is anticipated to be developed as a single-family site from existing agricultural land. This report provides the following information:

- The data and inputs used in performing the hydrologic analysis
- The methodology used to determine flows
- A summary of the results

Heritage Mill North is a 79.39-acre single-family residential development. The site is located within Williamson County, Texas. In accordance with a NRCS Soil Resource Report for the Site, soil Group B (moderate infiltration rate), soil Group C (low infiltration rate), and Group D (high runoff potential and very slow infiltration rate) are present on the site. Existing soil conditions are poor condition straight row crops. Existing impervious cover within the boundaries of the Site is negligible.

Rainfall depths and storm data were calculated using the most recent NOAA Atlas-14 rainfall data as presented in the Williamson County Subdivision Regulations and shown in the table below.

**Table 1.1 DEPTH-DURATION-FREQUENCY-VALUES
BRUSHY CREEK ZONE**

DURATION	2-YR	10-YR	25-YR	100-YR
5 MIN	0.52	0.761	0.92	1.18
15 MIN	1.04	1.52	1.83	2.35
1 HR	1.91	2.8	3.39	4.35
2 HR	2.35	3.57	4.41	5.87
3 HR	2.6	4.05	5.08	6.91
6 HR	3.05	4.86	6.18	8.61
12 HR	3.49	5.6	7.17	10.1
24 HR	3.96	6.37	8.16	11.5

0.921 REVISED

2.61 REVISED

5.61 REVISED

3.97 REVISED

6.38 REVISED

6.19 REVISED

8.62 REVISED

7.18 REVISED

8.17 REVISED

There is substantial offsite flow from the west that will be captured and piped to Cottonwood Creek. Offsite flows will be routed through the site while remaining separate from on-site flows. Offsite flow is not included in this drainage report since it is bypassed through the site and there are no proposed modifications to offsite flow.

Heritage Mill North drains to Cottonwood Creek and Brushy Creek. Detention is provided for the areas of Heritage Mill North that drains to Cottonwood Creek to ensure post-developed peak flow rates do not exceed pre-developed flows for the 2-, 10-, 25-, and 100-year storm events at the two points of analysis (POA 1 & 2). For the area that drains to Brushy Creek, detention is not provided since Brushy Creek is detention exempt. The post developed flows will remain within the Heritage Mill property and discharge directly to the detention exempt stream reach, therefore, meeting the requirements in Williamson County Subdivision Regulations Section B11.1.1 a.

2.0 DATA & MODELING SOURCES

1. 2-foot contours for Williamson County, LiDAR, 2017
2. Aerial photography, Nearmap, 2022.
3. USDA Urban Hydrology for Small Watersheds (TR-55), June 1986
4. Williamson County Subdivision Regulations, December 2021
5. NRCS Soil Survey for Williamson County, SSURGO database, 2014.
6. HEC-HMS v4.2, U.S. Army Corps of Engineers, August 2016.

**MODEL
PROVIDED**

provide models for
review.

3.0 HYDROLOGIC ANALYSIS

Heritage Mill North is split between Drainage Areas 1, 2, and 3. Drainage Areas 1 and 2 include the areas that drain to Cottonwood Creek and Drainage Area 3 is the area that drains to Brushy Creek (detention exempt). POA 1 and POA 2 are the two points of analysis for Cottonwood Creek.

Weighted curve numbers and time of concentrations were determined for each drainage area according to the methodology in TR-55. Soil data was pulled from NRCS and land use was determined to be straight row crops (poor condition) using aerial photography. The same weighted curve numbers were used between existing and proposed drainage areas. Proposed impervious cover was determined by assuming an approximate maximum potential percentage of 50%. See Tables 2.1-2.9 for curve number, impervious cover, and time of concentration data and calculations.

The 2-, 10-, 25-, and 100-year storm events were modeled in HEC-HMS v4.2 using NOAA Atlas-14 frequency storm event data as presented in the Williamson County Subdivision Regulations. The peak flows for the existing and proposed drainage areas are shown below in Tables 3.1 and 3.2.

Table 3.1 POA 1 Results

POA 1		
Peak Flows – CFS		
STORM EVENT	PRE-DEVELOPED	POST-DEVELOPED
2	103.0	102.4
10	170.4	156.9
25	213.8	192.1
100	284.5	259.1

Table 3.2 POA 2 Results

POA 2		
Peak Flows - CFS		
STORM EVENT	PRE-DEVELOPED	POST-DEVELOPED
2	74.5	73.6
10	120.2	113.4
25	149.5	138.9
100	197.3	180.8



4.0 DETENTION FACILITIES

There are two proposed detention ponds for Heritage Mill North. The approximate storage volume required for the detention ponds is shown in Table 4.1.

Table 4.1.

Detention Pond Sizing	
Pond 1	5 AC-FT
Pond 2	1 AC-FT

5.0 SUMMARY OF RESULTS

The results of this hydrologic analysis and HEC-HMS model demonstrate that adequate detention facilities are proposed to ensure post developed flows do not exceed that of pre-developed flows for Cottonwood Creek. All discharge from Heritage Mill North directly into Brushy Creek has been determined to be detention exempt in accordance with Williamson County subdivision regulations. The results of this study are at the preliminary plat level and do not account for proposed engineering modifications at the construction plan level. However, the results of this study show that the preliminary plat allows for sufficient detention to comply with Williamson County subdivision regulations.



EXHIBIT 1 – LOCATION MAP

HERITAGE MILL NORTH
LOCATION MAP
FEBRUARY 2023

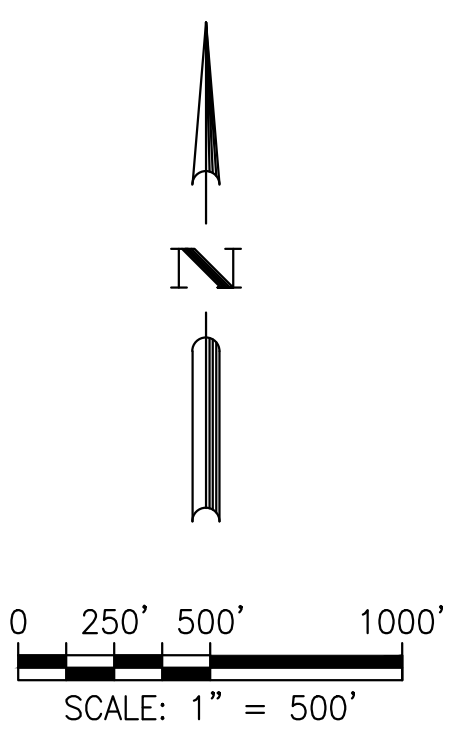




EXHIBIT 2 – PRE-DEVELOPED HYDROLOGY MAP

G:\TXC\Projects\Brown_Homes\8843-00-Heritage_Mill\03_Deliverables\03_Reports\2022-11-07_Heritage_Mill_North_Drainage_Report\Exhibits\CADEXISTING HYDROLOGY.dwg Layout: PRE-DEVELOPED HYDROLOGY MAP Plotted: 2/13/2023 10:42:37 AM By: AUDELHOFEN

HERITAGE MILL NORTH

PRE-DEVELOPED HYDROLOGY MAP

FEBRUARY 2023

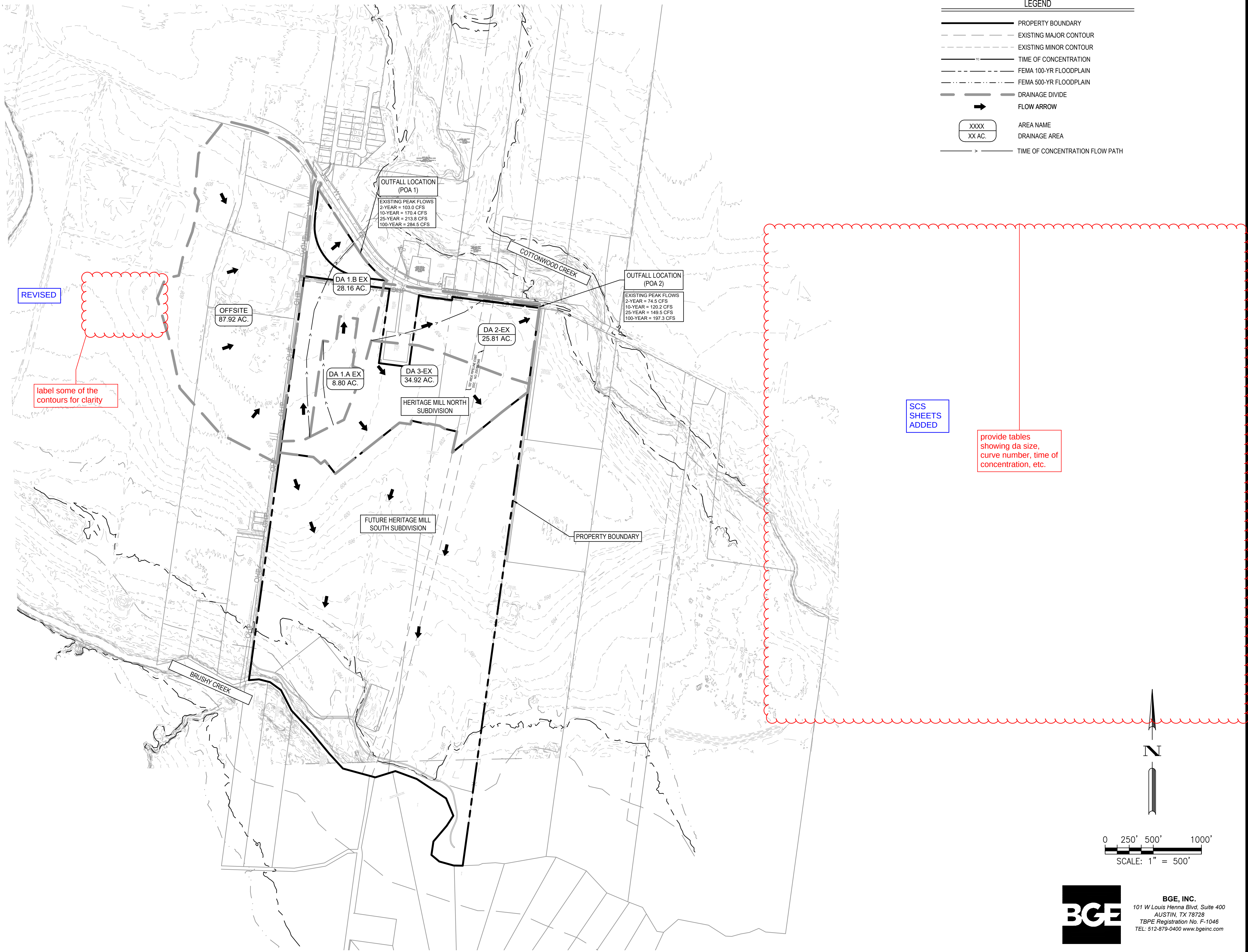




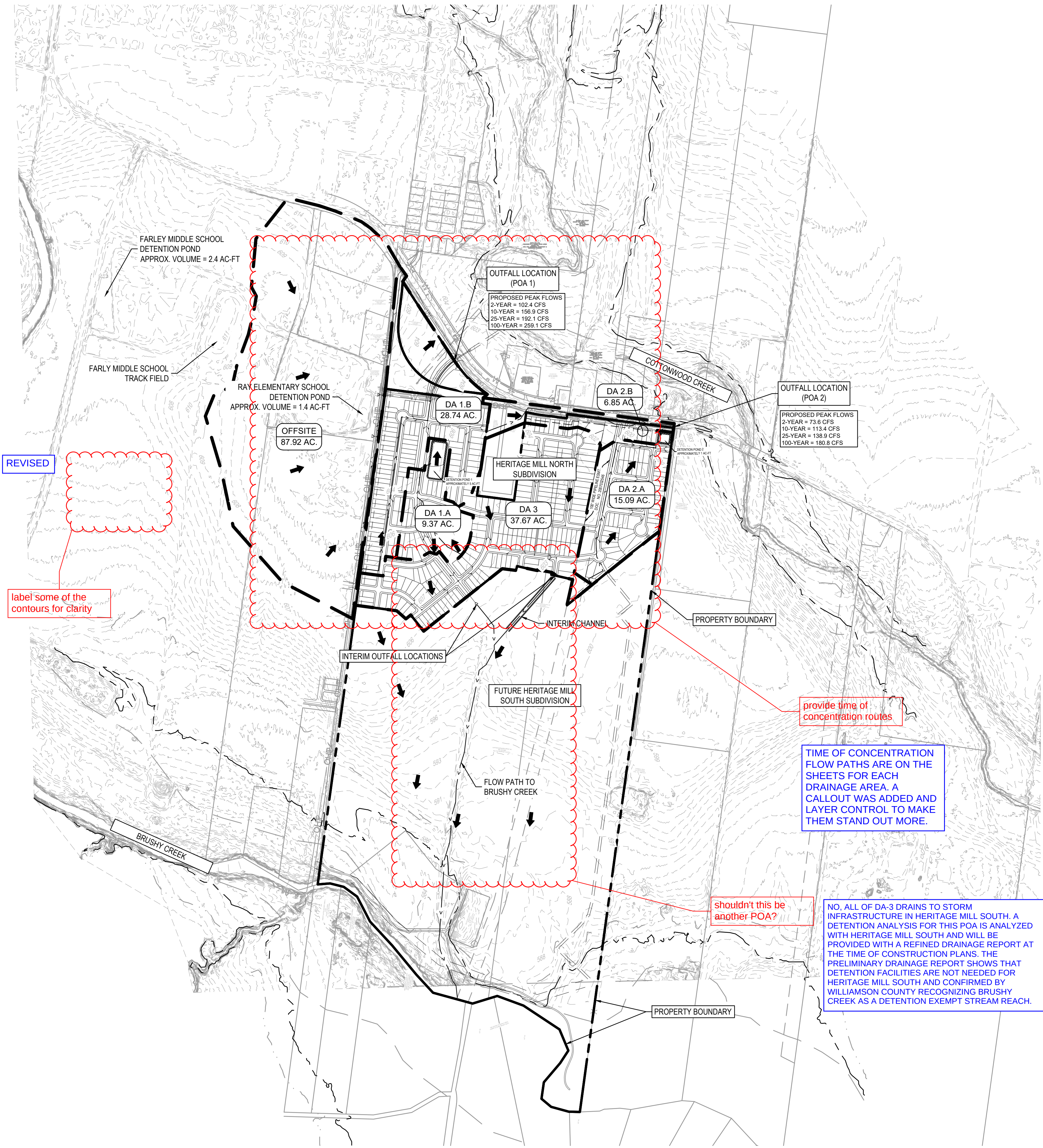
EXHIBIT 3 – POST-DEVELOPED HYDROLOGY MAP

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HERITAGE MILL

POST-DEVELOPED HYDROLOGY MAP

FEBRUARY 2023



LEGEND	
	PROPERTY BOUNDARY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	TIME OF CONCENTRATION
	FEMA 100-YR FLOODPLAIN
	FEMA 500-YR FLOODPLAIN
	DRAINAGE DIVIDE
	FLOW ARROW
	AREA NAME DRAINAGE AREA
	PROPOSED STORM LINE
	EXISTING STORM LINE
	PROPOSED CURB INLET
	PROPOSED HEADWALL
	PROPOSED MANHOLE
	TIME OF CONCENTRATION FLOW PATH

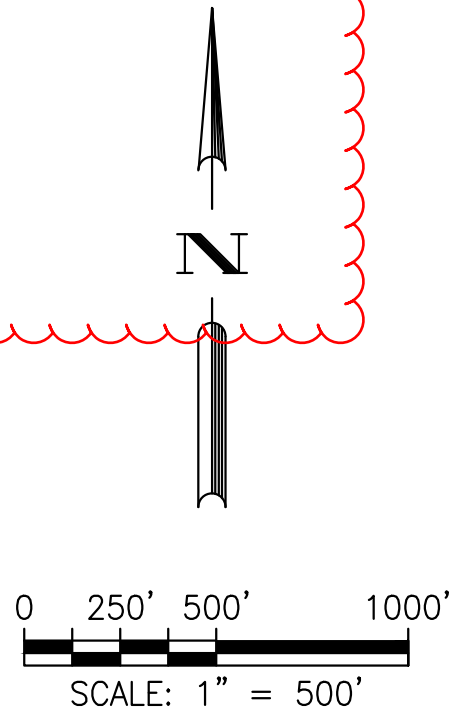
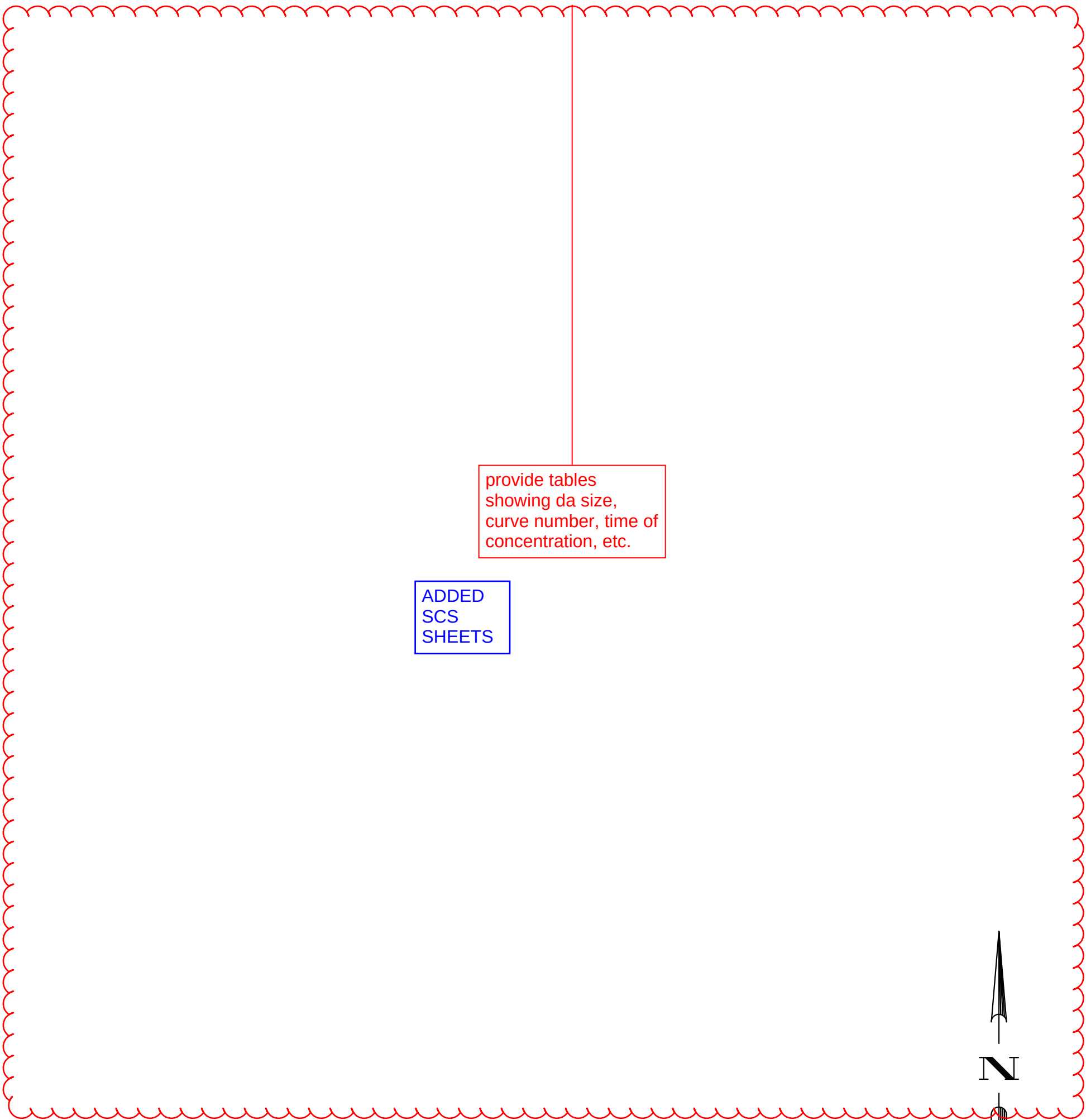


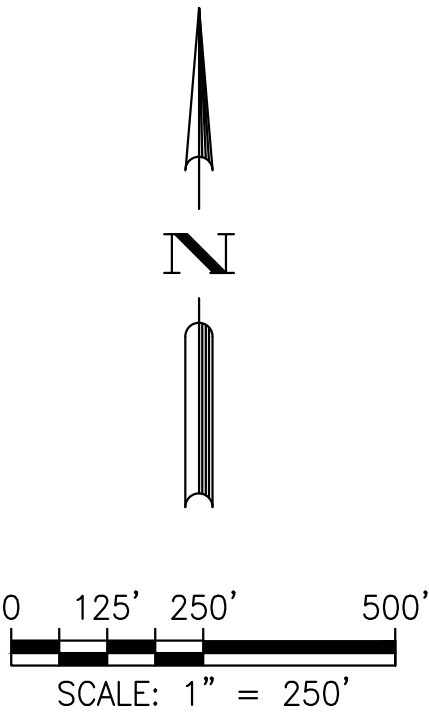
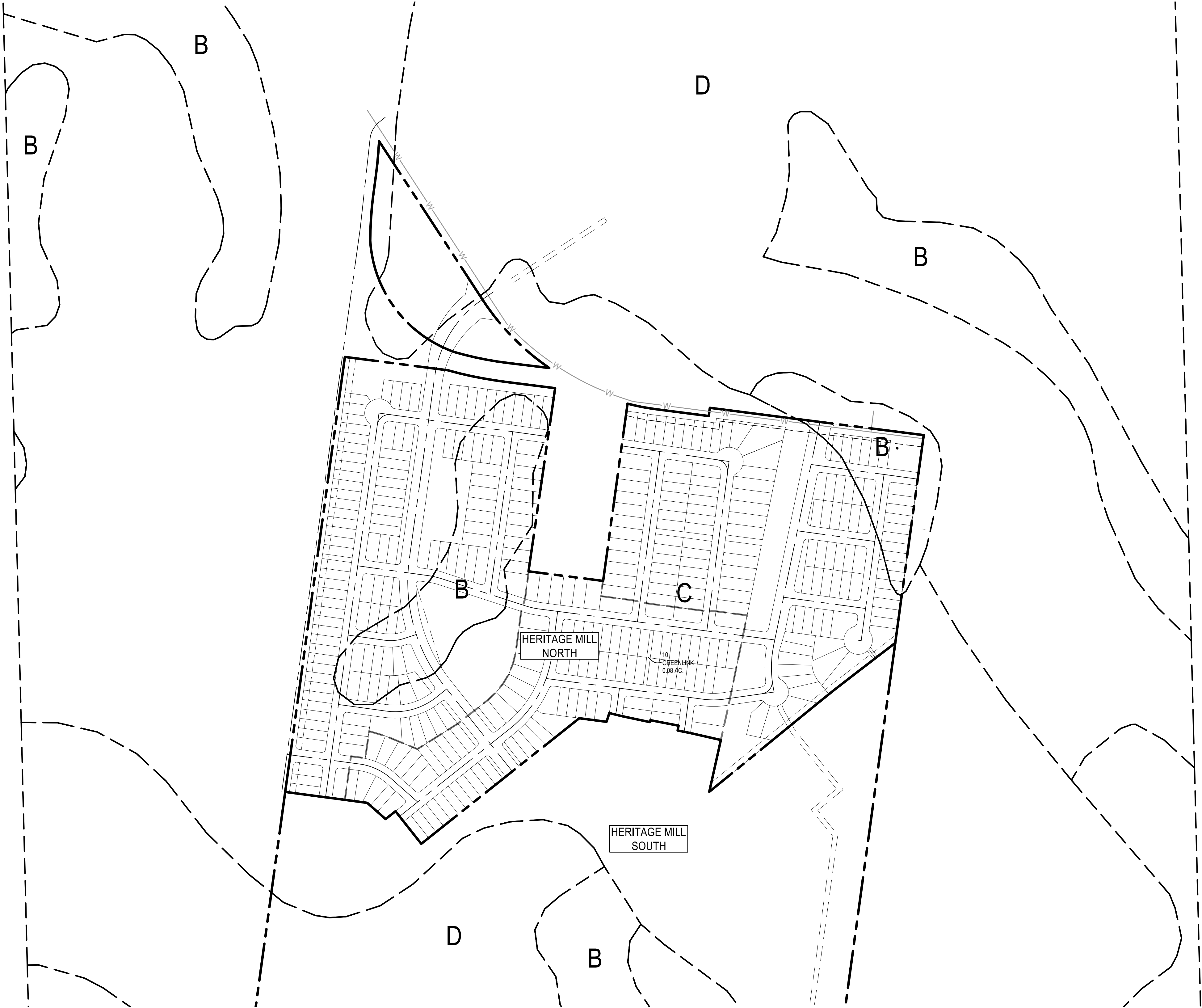


EXHIBIT 4 – HYDROLOGIC SOIL GROUP MAP

HERITAGE MILL
HYDROLOGIC SOIL GROUP MAP
FEBRUARY 2023

LEGEND

	PROPERTY BOUNDARY
	SOIL GROUP BOUNDARY
A, B, C, D	SOIL GROUP CLASSIFICATION



BGE
BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com



EXHIBIT 5 – HEC-HMS MODEL (ELECTRONIC)

TABLE 2.3 - WORKSHEET FOR SCS HYDROLOGIC PARAMETERS

Site Conditions:	☒	Existing	Project:	Heritage Mill North
	☐	Proposed	Subarea Number:	EDA 2
Off-Site Land Use:	☐	Existing	By:	AMC
	☐	Proposed	Date:	9/14/2022

RUNOFF CURVE NUMBER

Soil Group	Land Use or Zoning	Area (acres)	RCN	
B	Straight Row Crops (Poor Condition)	3.89	81	315.09
C	Straight Row Crops (Poor Condition)	0.00	88	0
D	Straight Row Crops (Poor Condition)	21.92	91	1994.72

Total Area 25.81 ac 0.0403 sq. mi Weighted RCN = 89.5

TIME OF CONCENTRATION

EDA 2									
ID	Type of Flow		n	Length	Slope	Area	Wet P	Velocity	Tt
				(ft)	(ft/ft)	(sf)	(ft)	(fps)	(min)
Sheet Flow (P ₂ = 3.96 in.)									
A	Mid Range Cultivated		0.11	100	0.01	T _t = $0.42 (nL)^{0.8}$ $(P_2)^{0.5} S^{0.4}$			9.07
Shallow Concentrated Flow									
B	Unpaved			1120	0.01	T _t =	L	(unpaved)	11.57
						60*16.1345*S ^{0.5}			
						T _t =	L	(paved)	
						60*20.3282*S ^{0.5}			
	Channel Flow								Tt=Σ(L/60V)
C	Rough Earth			600	0.010			6	1.67
								Total T _c	22.30
								Total T _L	13.38

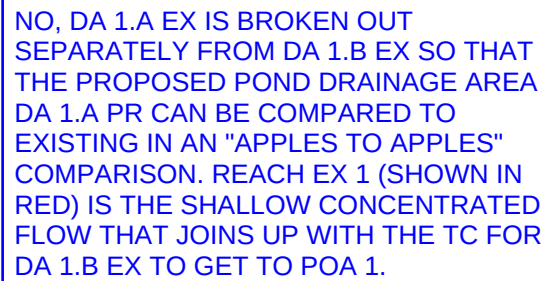


TABLE 2.4 - WORKSHEET FOR SCS HYDROLOGIC PARAMETERS					
TIME OF CONCENTRATION					

Page 28 of 364

is it to be assumed that the "row crops in poor condition" are the remainder of the basin?

[illegible][illegible]

according to the map
DA 1 is fully
developed so it
shouldn't include
cultivated soil or
unpaved flow
conditions.

TIME OF CONCENTRATION

NOTES ARE ADDED TO THE REVISED SCS SHEETS THAT CLARIFIES HOW THE VELOCITY FOR GUTTER AND PIPE FLOW IS CALCULATED.

Page 29 of 364

THE CN VALUE FOR IMPERVIOUS COVER IS 98. THE CN VALUES ON THE SCS SHEETS DON'T INCLUDE THE IMPERVIOUS COVER CN IN THE WEIGHTED RCN BECAUSE IT IS ENTERED SEPERATELY IN HEC-HMS. IF THE IC RCN WAS INCLUDED IN THE WEIGHTED RCN, IT WOULD "DOUBLE COUNT" THE IMPACT OF IMPERVIOUS COVER IN HEC-HMS. FOR CLARIFICATION, THE RCN VALUE FOR IC IS FILLED IN ON THE REVISED SCS SHEETS BUT THE WEIGHTED RCN STILL MATCHES EXISTING.

TABLE 2.

YES, THE REMAINDER OF THE
BASIN IS STRAIGHT ROW
CROPS IN POOR CONDITION.
THIS IS CLARIFIED ON THE
REVISED SCS SHEETS.

ROLOC

ct:	Herit.
-----	--------

Area Numl

ALU

2/13/2023

CN?

RUNOFF CURVE NUMBER

what is the remainder
of the DA?

~~Land Use or Zoning~~

Area
(acres)

RCN

Impervious Cover (assumed 50%)

14.37

Total Area

28.74

ac

0.0449 sq. mi.

~~Weight~~

TIME OF CONCENTRATION

according to the DA
map this is fully
developed

~~PDA 1.B~~

YES. THE MANNING'S N IS REVISED TO 0.24 AND THE UNPAVED SHALLOW CONCENTRATED FLOW IS EXPLAINED ON THE PREVIOUS PAGE.

ID	Type of Flow	n	Length (ft)	Slope (ft/ft)	Area (sq ft)	Velocity (ft/s)	Time (min)
Sheet Flow ($P_2 = 3.96$ in.)		0.11	100	0.01			9.07
A	Mid Range Cultivated Soil				$T_t = \frac{0.42 (nL)^{0.8}}{(P_2)^{0.5} S^{0.4}}$		
Shallow Concentrated Flow							
B	Unpaved		60	0.01	$T_t = \frac{L}{60 \cdot 16.1345 \cdot S^{0.5}}$	(unpaved)	0.62
					$T_t = \frac{L}{60 \cdot 20.3282 \cdot S^{0.5}}$	(paved)	
Pipe Flow							
C	Gutter		200	0.015		4	0.83
	RCP		1910	0.005		4.5	7.07
Total T_c							17.60
Total T_L							10.56

what are these
velocities based on?

PLEASE SEE REVISED SCS
SHEETS. THERE ARE NOTES
ON HOW THE VELOCITIES
WERE APPROXIMATED.

TABLE 2.9 - WORKSHEET FOR SCS HYDROLOGIC PARAMETERS
TIME OF CONCENTRATION

PR REACH 1									
ID	Type of Flow		n	Length	Slope	Area	Wet P	Velocity	Tt
				(ft)	(ft/ft)	(sf)	(ft)	(fps)	(min)
Sheet Flow (P ₂ =		3.96	in.)						
A	Mid Range Cultivated Soil		0.11		0.01		T _t = 0.42 (nL) ^{0.8} (P ₂) ^{0.5} S ^{0.4}		0.00
Shallow Concentrated Flow									
B	Unpaved				0.01	T _t =	L	(unpaved)	0.00
						60*16.1345*S ^{0.5}			
						T _t =	L	(paved)	
						60*20.3282*S ^{0.5}			
	Pipe Flow								Tt=Σ(L/60V)
C	RCP			1400	0.005			8	2.92
								Total T _c	2.92
								Total T _L	1.75

HUTTO VILLAGE
COMMERCIAL, LLC
CALLED 7.770 ACRES
DOC. NO. 2023013454
O.P.R.W.C.

NEW HOPE CHRISTIAN CHURCH
CALLED 8.10 ACRES
(TRACT ONE)
DOC. NO. 2015099686 O.P.R.W.C.

Lot table shown on the plat for residential subdivisions that includes the lot and square foot size of each lot contained in the plat is required. Call out non-residential lots with their use (landscaping, drainage, ROW, etc) and show area in acres

ADDED, SEE FINAL PLAT SHEET 4

NEW HOPE CHRISTIAN CHURCH
CALLED 2.00 ACRES
(TRACT TWO)
DOC. NO. 2015099686 O.P.R.W.C.

THE DEVELOPER IS WORKING WITH TXDOT TO GET THIS OLD FM 1660 ROW RELINQUISHED TO THE DEVELOPER. ONCE THIS IS FINALIZED, THE DOCUMENT NUMBER WILL BE FILLED IN.

W. GATLIN
SURVEY NO. 23
ABSTRACT NO. 271

HUTTO INDEPENDENT
SCHOOL DISTRICT
CALLED 15.01 ACRES
DOC. NO. 2006015406
O.P.R.W.C.

PER THE CONSENT AGREEMENT (DOCUMENT NO. 2021043665) EXHIBIT "G".5. "CHAPTER 6, SECTION 10.613.3.5.1. MAXIMUM BLOCK LENGTH SHALL BE NO MORE THAN 1,500 LINEAL FEET.

Block lengths must be no more than 1,000 ft - UDC 10.613.5.2

lot table?

ADDED

BROOKLANDS PARTNERS, LTD.
CALLED 63.5 ACRES
DOC. NO. 2017023816 O.P.R.W.C.

MATCH LINE SHEET 1
MATCH LINE SHEET 2

PROPOSED RIGHT-OF-WAY DEDICATION 0.834 OF ONE ACRE

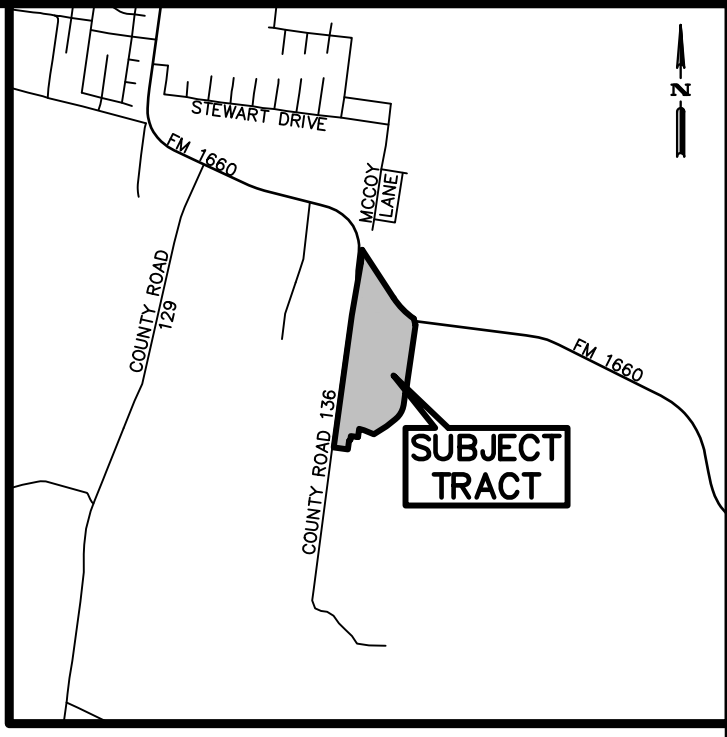
Approved preliminary plat and final application say "Heritage Mill North"

REVISED

FINAL PLAT HERITAGE MILL SECTION 1

A SUBDIVISION OF 41.284 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
BISON PRAIRIE ROAD	55 FT.	485 FT.
CROWN WHEEL PLACE	55 FT.	692 FT.
HERITAGE MILL BOULEVARD	VARIES - 70 FT MIN.	1,901 FT.
MANIFEST ROAD	55 FT.	719 FT.
OUTHHAUL DRIVE	55 FT.	720 FT.
PULPWOOD ROAD	55 FT.	293 FT.
WHIPSAW DRIVE	VARIES 55 & 60 FT.	196 FT.
WINDROW RUN	55 FT.	1,638 FT.
TOTAL LINEAR FEET		6,644 FT.



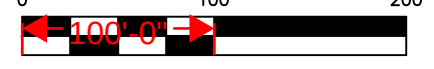
VICINITY MAP
NOT TO SCALE

PER THE CONSENT AGREEMENT (DOCUMENT NO. 2021043665) EXHIBIT "B", THESE LOTS WERE DESIGNATED AS COMMERCIAL/MULTI-FAMILY/SITE PLAN/SINGLE FAMILY SO THE DESCRIPTION MIXED USE IS ACCEPTABLE

Provide an additional sheet showing the overall development

PER COH UDC 10.604.2.2, CRITERIA FOR FINAL PLATS IS DICTATED BY THE FINAL PLAT APPLICATION. A SHEET SHOWING THE OVERALL DEVELOPMENT IS NOT A REQUIREMENT ON THE FINAL PLAT APPLICATION OR STANDARD FOR FINAL PLATS.

It was provided with preliminary plat



BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL 03, NAD83. DISTANCES HEREON ARE IN SURFACE I BE CONVERTED TO GRID BY THE COMBINED ACTOR = 1.0001097659

FM 1660
R.O.W. VARIES
VOL. 384, PGS. 602 & 608
& VOL. 386, PG. 411 D.R.W.C.

MICHAEL W. MAHER, II
CALLED 3.616 ACRES
DOC. NO. 2019100608
O.P.R.W.C.

MICHAEL W. MAHER, II
CALLED 2.000 ACRES
DOC. NO. 2019100609
O.P.R.W.C.

CLAYTON PROPERTIES GROUP, INC.
CALLED 271.214 ACRE
DOC. NO. 2021007407
O.P.R.W.C.

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	130	16,147 AC.
OPEN SPACE	5	1.246 AC.
GREEN LINK & DRAINAGE	2	0.116 AC.
OPEN SPACE & DRAINAGE	1	0.810 AC.
MIXED USE	2	7.837 AC.
AMENITY	1	3.441 AC.
POND/OPEN SPACE	1	1.664 AC.
RIGHT-OF-WAY	-	9.025 AC.
RIGHT-OF-WAY DEDICATION	-	0.998 AC.
TOTAL	142	41.284 AC.

Identify building setback lines as a separate diagram

ADDED, SEE FINAL PLAT SHEET 3

In one area of first page provide name and contact information of developer, owner of record, and authorized agent (engineer, consultant, etc)



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
3PELS Licensed Surveying Firm No. 10194490

COUNTY ROAD 163
APPARENT R.O.W. VARIES
(NO DEED OF RECORD FOUND)

MATCH LINE SHEET 1
MATCH LINE SHEET 2

BROOKLANDS PARTNERS, LTD.
CALLED 63.5 ACRES
DOC. NO. 2017023816 O.P.R.W.C.

W. GATLIN
SURVEY NO. 23
ABSTRACT NO. 271

PROPOSED
RIGHT-OF-WAY DEDICATION
0.834 OF ONE ACRE

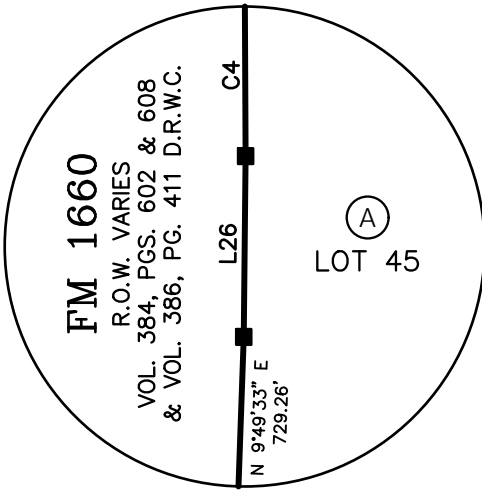
COUNTY ROAD 163
APPARENT R.O.W. VARIES
(NO DEED OF RECORD FOUND)

Show adjacent schematic

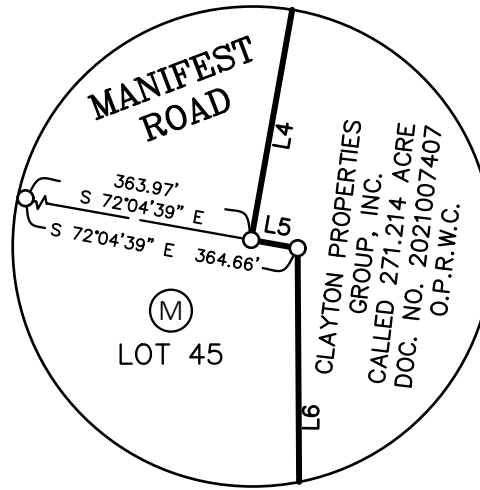
ADDED

BROOKLANDS PARTNERS, LTD.
CALLED 63.5 ACRES
DOC. NO. 2017023816 O.P.R.W.C.

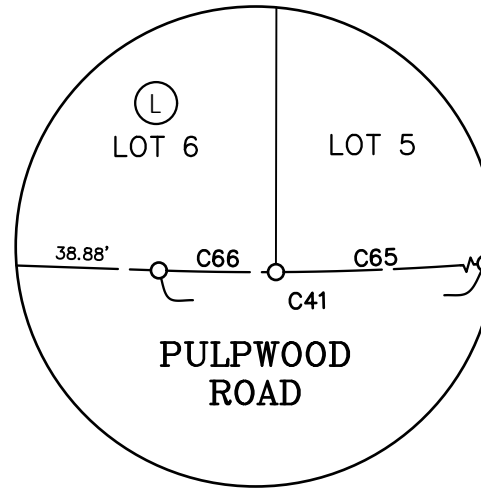
PROPOSED
RIGHT-OF-WAY DEDICATION
0.834 OF ONE ACRE



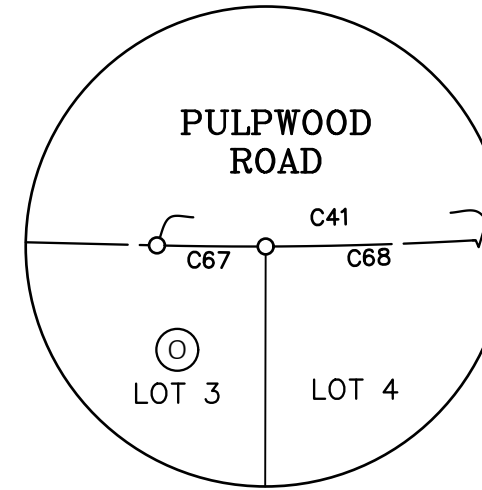
DETAIL "A"
NOT TO SCALE



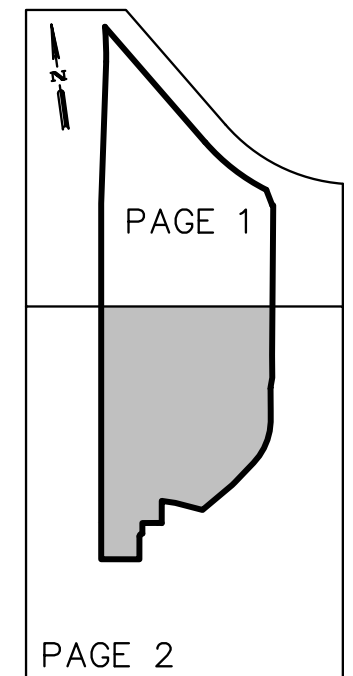
DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



DETAIL "D"
NOT TO SCALE



SHEET
LEGEND

FINAL PLAT HERITAGE MILL SECTION 1

A SUBDIVISION OF 41.284 ACRES OF LAND LOCATED IN
THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271,
WILLIAMSON COUNTY, TEXAS

Approved preliminary
plat and final application
say "Heritage Mill North"

REVISED.

LEGEND

DOC. DOCUMENT
D.R.W.C. DEED RECORDS WILLIAMSON COUNTY, TEXAS
NO. NUMBER
O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.S. OPEN SPACE
P.O.B. POINT OF BEGINNING
P.U.E. PUBLIC UTILITY EASEMENT
R.O.W. RIGHT-OF-WAY
● FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
■ FOUND CONCRETE MONUMENT (TXDOT TYPE 1)
■ FOUND BRASS DISC IN CONCRETE (TXDOT TYPE II)
○ SET 1/2" IRON ROD WITH CAP STAMPED "BGE INC"



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

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	405.39'	1,040.00'	22°20'02"	S 44°18'16" E	402.83'
C2	21.41'	277.50'	4°25'15"	N 80°16'34" W	21.41'
C3	23.45'	15.00'	89°35'27"	S 52°43'05" W	21.14'
C4	182.11'	2,011.25'	5°11'17"	N 05°48'27" E	182.05'
C5	109.31'	1,040.66'	6°01'07"	S 36°09'00" E	109.26'
C6	286.78'	400.00'	41°04'43"	S 28°27'43" W	280.68'
C7	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C8	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C9	20.94'	15.00'	80°00'00"	S 32°04'39" E	19.28'
C10	47.56'	272.50'	10°00'00"	N 77°04'39" W	47.50'
C11	25.90'	15.00'	98°56'03"	S 48°27'20" W	22.80'
C12	434.82'	665.00'	37°27'49"	S 19°44'37" E	427.11'
C13	23.56'	15.00'	90°00'31"	N 83°28'46" W	21.21'
C14	245.01'	302.50'	46°24'23"	N 74°43'10" E	238.37'
C15	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C16	23.67'	15.00'	90°24'33"	S 37°16'55" E	21.29'
C17	23.67'	15.00'	90°24'33"	N 37°16'55" W	21.29'
C18	23.45'	15.00'	89°35'27"	S 52°43'05" W	21.14'
C19	23.67'	15.00'	90°24'33"	S 37°16'55" E	21.29'
C20	23.45'	15.00'	89°35'27"	N 52°43'05" E	21.14'
C21	14.53'	15.00'	55°28'55"	N 19°49'06" W	13.96'
C22	210.45'	60.00'	200°57'50"	S 52°55'21" W	118.00'
C23	14.53'	15.00'	55°28'55"	S 54°20'12" E	13.96'
C24	23.56'	15.00'	90°00'00"	N 52°55'21" E	21.21'
C25	288.82'	420.00'	39°24'02"	S 27°37'22" W	283.16'
C26	30.94'	530.00'	3°20'43"	S 48°59'44" W	30.94'
C27	23.56'	15.00'	90°00'00"	N 37°04'39" W	21.21'
C28	15.63'	735.00'	1°13'06"	S 07°18'48" W	15.63'
C29	23.88'	15.00'	91°13'06"	N 52°18'48" E	21.44'
C30	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C31	35.34'	22.50'	90°00'00"	S 52°55'21" W	31.82'
C32	23.56'	15.00'	90°00'00"	N 37°04'39" W	21.21'
C33	26.18'	15.00'	100°00'00"	N 57°55'21" E	22.98'
C34	57.16'	327.50'	10°00'00"	N 77°04'39" W	57.09'
C35	23.19'	15.00'	88°35'40"	S 37°46'49" E	20.95'
C36	16.31'	665.00'	1°24'20"	S 07°13'11" W	16.31'
C37	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C38	21.54'	15.00'	82°15'54"	N 40°56'42" W	19.73'
C39	197.42'	735.00'	15°23'22"	S 07°30'26" E	196.82'
C40	22.83'	15.00'	87°11'46"	N 28°23'46" E	20.69'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C41	69.01'	152.50'	25°55'42"	N 84°57'30" E	68.42'
C42	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C43	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C44	93.90'	207.50'	25°55'42"	N 84°57'30" E	93.10'
C45	22.60'	15.00'	86°18'24"	N 64°51'09" W	20.52'
C46	193.23'	735.00'	15°03'48"	S 29°13'51" E	192.68'
C47	23.11'	15.00'	88°16'43"	N 07°22'37" E	20.89'
C48	200.46'	247.50'	46°24'23"	N 74°43'10" E	195.03'
C49	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C50	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C51	17.74'	60.00'	16°56'30"	S 39°05'19" E	17.68'
C52	42.98'	60.00'	41°02'21"	S 10°05'53" E	42.06'
C53	35.66'	60.00'	34°03'12"	S 27°26'54" W	35.14'
C54	35.98'	60.00'	34°21'26"	S 61°39'13" W	35.44'
C55	21.49'	60.00'	20°31'22"	S 89°05'37" W	21.38'
C56	44.33'	60.00'	42°19'47"	N 59°28'48" W	43.33'
C57	12.27'	60.00'	11°43'11"	N 32°27'20" W	12.25'
C58	57.49'	400.00'	8°14'04"	S 12°02'23" W	57.44'
C59	250.12'	1,741.28'	8°13'48"	S 78°42'14" E	249.91'
C60	229.30'	400.00'	32°50'40"	S 32°34'45" W	226.17'
C61	296.08'	1,040.00'	16°18'42"	S 47°18'56" E	295.08'
C62	28.11'	327.50'	4°55'03"	N 74°32'10" W	28.10'
C63	29.05'	327.50'	5°04'57"	N 79°32'10" W	29.04'
C64	27.89'	152.50'	10°28'44"	N 77°14'01" E	27.85'
C65	40.00'	152.50'	15°01'42"	N 89°59'13" E	39.89'
C66	1.12'	152.50'	0°25'17"	S 82°17'17" E	1.12'
C67	1.12'	207.50'	0°18'35"	S 82°13'56" E	1.12'
C68	36.00'	207.50'	9°56'26"	S 87°21'26" E	35.95'
C69	36.00'	207.50'	9°56'26"	N 82°42'08" E	35.95'
C70	20.78'	207.50'	5°44'16"	N 74°51'47" E	20.77'
C71	69.78'	247.50'	16°09'16"	N 59°35'36" E	69.55'
C72	74.00'	247.50'	17°07'51"	N 76°14'10" E	73.72'
C73	56.68'	247.50'	13°07'15"	S 88°38'17" E	56.55'
C74	63.63'	302.50'	12°03'09"	S 88°06'13" E	63.52'
C75	36.97'	302.50'	7°00'08"	N 82°22'08" E	36.95'
C76	36.97'	302.50'	7°00'08"	N 75°22'00" E	36.95'
C77	36.97'	302.50'	7°00'08"	N 68°21'51" E	36.95'
C78	36.97'	302.50'	7°00'08"	N 61°21'43" E	36.95'
C79	33.50'	302.50'	6°20'41"	N 54°41'18" E	33.48'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 13°18'28" E	86.48'
L2	S 82°49'08" E	5.00'
L3	S 07°17'18" W	116.81'
L4	S 17°55'21" W	55.00'
L5	S 72°04'39" E	0.69'
L6	S 07°26'57" W	67.63'
L7	S 07°29'37" W	50.00'
L8	S 07°47'41" W	59.20'
L9	S 13°56'32" W	47.10'
L10	S 22°15'55" W	47.10'
L11	S 30°35'18" W	47.10'
L12	S 38°54'41" W	47.10'
L13	S 47°14'32" W	47.19'
L14	S 51°31'30" W	50.00'
L15	S 51°31'29" W	91.54'
L16	S 53°34'16" W	19.67'
L17	S 57°49'13" W	201.22'
L18	N 67°38'19" W	145.75'
L19	N 73°47'09" W	71.70'
L20	S 07°55'21" W	115.71'
L21	N 82°29'12" W	79.50'
L22	S 07°30'48" W	55.00'
L23	N 82°29'12" W	0.61'
L24	S 07°55'21" W	118.90'
L25	N 82°35'02" W	42.60'
L26	N 08°24'06" E	9.46'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L27	N 33°08'26" W	106.89'
L28	S 81°57'09" E	69.92'
L29	N 49°00'04" E	41.79'
L30	S 82°04'39" E	108.14'
L31	N 72°04'39" W	110.58'
L32	S 82°04'39" E	33.21'
L33	S 38°28'31" E	101.70'
L34	N 51°30'58" E	8.43'
L35	S 07°55'21" W	115.79'
L36	S 82°29'12" E	96.00'
L37	N 82°29'12" W	96.00'
L38	N 82°04'39" W	99.70'
L39	S 11°08'44" W	68.72'
L40	N 82°04'39" W	111.50'
L41	S 82°04'39" E	40.90'
L42	N 71°59'39" E	5.85'
L43	S 71°59'39" W	6.51'
L44	N 51°30'58" E	8.78'
L45	S 45°31'30" E	21.63'
L46	S 28°49'37" E	39.83'
L47	N 01°22'53" W	37.50'
L48	N 82°35'02" W	12.38'
L49	N 74°00'55" E	40.61'
L50	N 80°56'09" E	39.55'
L51	N 86°57'35" E	34.61'
L52	S 85°21'07" E	40.07'

REVISED.

Approved preliminary
plat and final application
say "Heritage Mill North"

FINAL PLAT

HERITAGE MILL

SECTION 1

A SUBDIVISION OF 41.284 ACRES OF LAND LOCATED IN
THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271,
WILLIAMSON COUNTY, TEXAS



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DESCRIPTION OF A 41.284 ACRE TRACT OF LAND

FIELD NOTES FOR A 41.284 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 5.794 ACRE TRACT OF LAND (TRACT 2) AS CONVEYED UNTO S&H HUTTO INVESTMENTS, LLC IN DOCUMENT NUMBER 2021009582 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A PORTION OF A CALLED 269.153 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC., IN DOCUMENT NUMBER 2021007407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND ALL OF A CALLED 3.121 ACRE TRACT OF LAND TO BE VACATED BY THE STATE OF TEXAS UNTO S&H HUTTO INVESTMENTS, LLC IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 41.284 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE SOUTH RIGHT-OF-WAY LINE OF FM 1660 (150 FOOT RIGHT-OF-WAY) AS RECORDED IN DOCUMENT NUMBERS 2016064873, 2016064874, 2016064888, 2016075808 & 2016096242 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTH CORNER OF THE SAID 5.794 ACRE TRACT THE FOR NORTHERNMOST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, S 33°08'26" E, COINCIDENT WITH THE SOUTH LINE OF SAID FM 1660 AND THE NORTHEAST LINE OF SAID 5.794 ACRE TRACT, A DISTANCE OF 797.21 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TYPE II RIGHT-OF-WAY MONUMENT FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE;

THENCE, CONTINUING COINCIDENT WITH SAID COMMON LINE, CURVING TO THE LEFT, WITH A RADIUS OF 1,040.00 FEET, AN ARC LENGTH OF 405.39 FEET, A CENTRAL ANGLE OF 22°20'02", A CHORD BEARING OF S 44°18'16" E, AND A CHORD DISTANCE OF 402.83 FEET TO A TXDOT TYPE II RIGHT-OF-WAY MONUMENT FOUND AT THE END OF THIS CURVE FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 13°18'28" E, OVER AND ACROSS THE RIGHT-OF-WAY OF FM 1660, A DISTANCE OF 86.48 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE SOUTH RIGHT-OF-WAY LINE OF FM 1660 AND THE NORTH LINE OF THE AFOREMENTIONED 269.153 ACRE TRACT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 82°49'08" E, COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF FM 1660 AND THE NORTH LINE OF SAID 269.153 ACRE TRACT, A DISTANCE OF 5.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT AN EXTERIOR CORNER OF THE 269.153 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 3.616 ACRE TRACT OF LAND AS CONVEYED UNTO MICHAEL W. MAHER, II IN DOCUMENT NUMBER 2019100608 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08°15'06" W, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF FM 1660, COINCIDENT WITH THE COMMON LINE OF 269.153 ACRE TRACT AND SAID 3.616 ACRE TRACT, A DISTANCE OF 780.51 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 3.616 ACRE TRACT, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID COMMON LINE, OVER AND ACROSS THE 269.153 ACRE TRACT THE FOLLOWING TWENTY-FIVE (25) COURSES:

- 1) S 07°17'18" W, A DISTANCE OF 116.81 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 2) S 17°55'21" W, A DISTANCE OF 55.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 3) S 72°04'39" E, A DISTANCE OF 0.69 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 4) S 07°26'57" W, A DISTANCE OF 67.63 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 5) S 07°29'37" W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 6) S 07°47'41" W, A DISTANCE OF 59.20 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 7) S 13°56'32" W, A DISTANCE OF 47.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 8) S 22°15'55" W, A DISTANCE OF 47.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 9) S 30°35'18" W, A DISTANCE OF 47.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 10) S 38°54'41" W, A DISTANCE OF 47.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

- 11) S 47°14'32" W, A DISTANCE OF 47.19 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 12) S 51°31'30" W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 13) S 51°31'29" W, A DISTANCE OF 91.54 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 14) S 53°34'16" W, A DISTANCE OF 19.67 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 15) S 57°49'13" W, A DISTANCE OF 201.22 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 16) N 67°38'19" W, A DISTANCE OF 145.75 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 17) N 73°47'09" W, A DISTANCE OF 71.70 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 18) S 07°55'21" W, A DISTANCE OF 115.71 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT THE BEGINNING OF A NON-TANGENT CURVE FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 19) CURVING TO THE LEFT, WITH A RADIUS OF 277.50 FEET, AN ARC LENGTH OF 21.41 FEET, A CENTRAL ANGLE OF 04°25'15", A CHORD BEARING OF N 80°16'34" W, AND A CHORD DISTANCE OF 21.41 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;
- 20) N 82°29'12" W, A DISTANCE OF 79.50 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 21) S 07°30'48" W, A DISTANCE OF 55.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 22) N 82°29'12" W, A DISTANCE OF 0.61 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF THE HEREIN DESCRIBED TRACT;
- 23) CURVING TO THE LEFT, WITH A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.45 FEET, A CENTRAL ANGLE OF 89°35'27", A CHORD BEARING OF S 52°43'05" W, AND A CHORD DISTANCE OF 21.14 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;
- 24) S 07°55'21" W, A DISTANCE OF 118.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; AND
- 25) N 82°04'39" W, A DISTANCE OF 198.81 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE APPARENT RIGHT-OF-WAY LINE OF COUNTY ROAD 163 (APPARENT R.O.W. ~ VARIES), NO DEED OF RECORD FOUND, AND THE WEST LINE OF THE 269.153 ACRE TRACT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 07°48'41" E, COINCIDENT WITH THE COMMON LINE OF THE 269.153 ACRE TRACT AND THE EAST APPARENT RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 163, A DISTANCE OF 1,853.05 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT THE NORTHEAST CORNER OF THE APPARENT RIGHT-OF-WAY OF SAID COUNTY ROAD 163, AT THE COMMON CORNER OF THE 269.153 ACRE TRACT, THE AFOREMENTIONED 3.121 ACRE TRACT, AND THE REMAINDER OF THE ORIGINAL RIGHT OF-WAY OF F.M. 1660 AS DESCRIBED IN VOLUME 384, PAGE 608 AND VOLUME 386, PAGE 411 BOTH RECORDED IN THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT, FROM WHICH A BROKEN TXDOT TYPE I CONCRETE RIGHT-OF-WAY MONUMENT FOUND ON THE EAST LINE OF A CALLED 15.01 ACRE TRACT OF LAND CONVEYED UNTO THE HUTTO INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NUMBER 2006015406 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHWEST CORNER OF THE NORTH TERMINUS OF SAID COUNTY ROAD 163, BEARS N 82°35'02" W A DISTANCE OF 42.60 FEET;

THENCE, N 09°49'33" E, COINCIDENT WITH THE WEST LINE OF SAID 3.121 ACRE TRACT, A DISTANCE OF 729.26 FEET TO A TXDOT TYPE I CONCRETE RIGHT-OF-WAY MONUMENT FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1660 AT THE CORNER COMMON TO THE 3.121 ARE TRACT AND THE AFOREMENTIONED 5.794 ACRE TRACT, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, COINCIDENT WITH THE ORIGINAL EAST RIGHT-OF-WAY LINE OF SAID F.M. 1660 AND THE WEST LINE OF SAID 5.794 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

- 1) N 08°24'06" E, A DISTANCE OF 9.46 FEET TO A TXDOT TYPE I RIGHT-OF-WAY MONUMENT FOUND FOR A POINT OF TANGENCY OF A CURVE TO THE LEFT, OF THE HEREIN DESCRIBED TRACT; AND
- 2) CURVING TO THE LEFT, WITH A RADIUS OF 2,011.25 FEET, AN ARC DISTANCE OF 182.11 FEET, A CENTRAL ANGLE OF 05°11'17", A CHORD BEARING OF N 05°48'27" E, AND A CHORD DISTANCE OF 182.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 41.284 ACRES OF LAND, MORE OR LESS.

Approved preliminary
plat and final application
say "Heritage Mill North"

FINAL PLAT
HERITAGE MILL
SECTION 1

A SUBDIVISION OF 41.284 ACRES OF LAND LOCATED IN
THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271,
WILLIAMSON COUNTY, TEXAS



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

HUTTO VILLAGE
COMMERCIAL, LLC
CALLED 7.770 ACRES
DOC. NO. 2023013454
O.P.R.W.C.

NEW HOPE CHRISTIAN CHURCH
CALLED 8.10 ACRES
(TRACT ONE)
DOC. NO. 2015099686 O.P.R.W.C.

NEW HOPE CHRISTIAN CHURCH
CALLED 2.00 ACRES
(TRACT TWO)
DOC. NO. 2015099686
O.P.R.W.C.

FM 1660
R.O.W. VARIES
VOL. 384, PGS. 602 & 608
& VOL. 386, PG. 411 D.R.W.C.

W. GATLIN
SURVEY NO. 23
ABSTRACT NO. 271

HUTTO INDEPENDENT
SCHOOL DISTRICT
CALLED 15.01 ACRES
DOC. NO. 2006015406
O.P.R.W.C.

BROOKLANDS PARTNERS, LTD.
CALLED 63.5 ACRES
DOC. NO. 2017023816 O.P.R.W.C.

MATCH LINE SHEET 1
MATCH LINE SHEET 2

ENGINEERING REVIEW

Review is for general compliance only. Sole
responsibility for correctness remains with the
Engineer of Record.

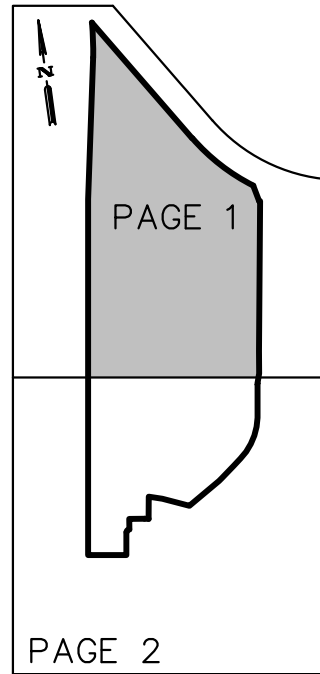
- ☐ No Exceptions Taken
☐ Revise as Noted
☒ Denied. Revise and Resubmit.

FINAL PLAT HERITAGE MILL NORTH SECTION 1

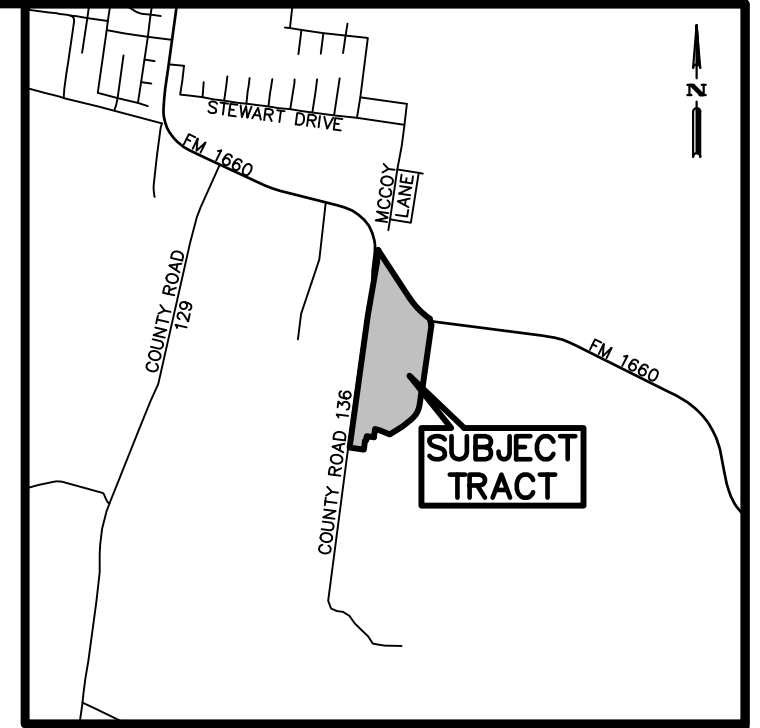
A SUBDIVISION OF 41.284 ACRES OF LAND LOCATED IN
THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271,
WILLIAMSON COUNTY, TEXAS

LEGEND

- DOC. DOCUMENT
D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
NO. NUMBER
O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG. PAGE
R.O.W. RIGHT-OF-WAY
VOL. VOLUME
FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
- BLOCK
○ BUILDING SETBACK LINE- DISTANCE AS NOTED (IN FEET)

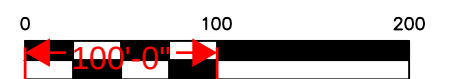


SHEET LEGEND



VICINITY MAP
NOT TO SCALE

REPEAT COMMENT: Provide
an additional sheet showing
overall development - it was
provided with the preliminary
plat, so provide it with final plat



BEARING ORIENTATION IS BASED ON
THE TEXAS STATE PLANE
COORDINATE SYSTEM, CENTRAL
ZONE 4203, NAD83. DISTANCES
SHOWN HEREON ARE IN SURFACE
AND CAN BE CONVERTED TO GRID
BY DIVIDING BY THE COMBINED
SCALE FACTOR = 1.0001097659

FM 1660

R.O.W. VARIES
VOL. 384, PGS. 602 & 608
& VOL. 386, PG. 411 D.R.W.C.

MICHAEL W. MAHER, II
CALLED 3.616 ACRES
DOC. NO. 2019100608
O.P.R.W.C.

MICHAEL W. MAHER, II
CALLED 2.000 ACRES
DOC. NO. 202100609
O.P.R.W.C.

CLAYTON PROPERTIES GROUP, INC.
CALLED 271.214 ACRE
DOC. NO. 2021007407
O.P.R.W.C.

LAND USE SCHEDULE

DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	130	16.149 AC.
OPEN SPACE	5	1.244 AC.
GREEN LINK & DRAINAGE	2	0.116 AC.
OPEN SPACE & DRAINAGE	1	0.810 AC.
MIXED USE	2	7.837 AC.
AMENITY	1	3.441 AC.
POND/OPEN SPACE	1	1.664 AC.
RIGHT-OF-WAY	-	9.025 AC.
RIGHT-OF-WAY DEDICATION	-	0.998 AC.
TOTAL	142	41.284 AC.

OWNER:
CLAYTON PROPERTIES GROUP INC DBA BROHN HOMES
6700 VAUGHT RANCH ROAD
SUITE #200 AUSTIN, TEXAS 78730
(512)334-6775

DEVELOPER:
CLAYTON PROPERTIES GROUP INC DBA BROHN HOMES
6700 VAUGHT RANCH ROAD
SUITE #200 AUSTIN, TEXAS 78730
(512)334-6775

ENGINEER:
BGE, INC.,
TBPE F-1046
101 W LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728
(512)879-0400



BGE, Inc.

7330 San Pedro Ave., Suite 202
San Antonio, TX 78216

Tel: 210-581-3600 • www.bgeinc.com

TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10194490

SHEET 1 OF 6

17 18 19 (P) 20

EAGLE LAKE DRIVE

BROOKLANDS SECTION SIX
DOC. NO. 2023019268
O.P.R.W.C.

MATCH LINE SHEET 1
MATCH LINE SHEET 2

COUNTY ROAD 163
APPARENT R.O.W. VARIES
(NO DEED OF RECORD FOUND)

W. GATLIN
SURVEY NO. 23
ABSTRACT NO. 271

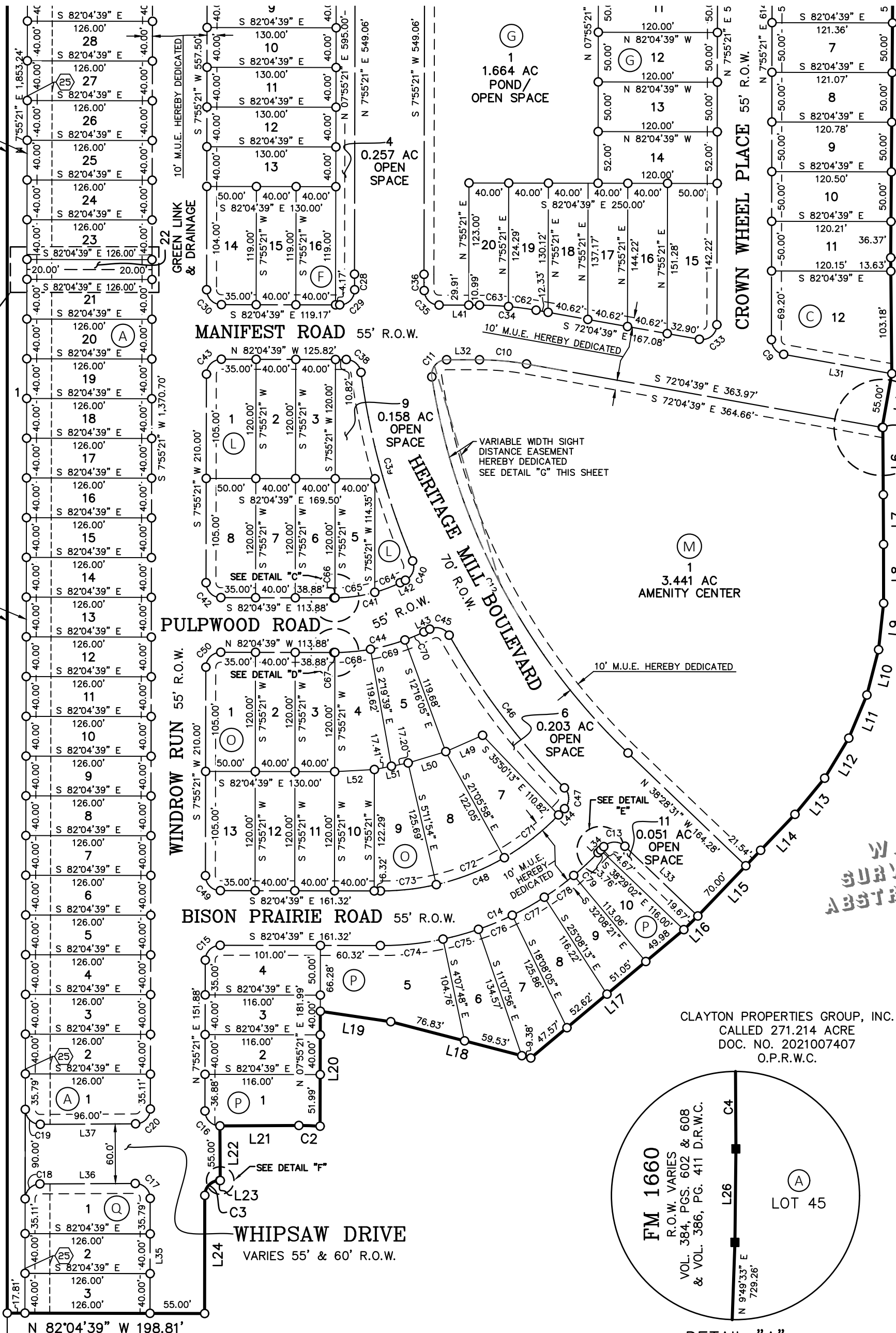
PROPOSED
RIGHT-OF-WAY DEDICATION
0.834 OF ONE ACRE

TIMBER BROOK DRIVE

BROOKLANDS SECTION SIX
DOC. NO. 2023019268
O.P.R.W.C.

BROOKLANDS BOULEVARD

BROOKLANDS SECTION FIVE
DOC. NO. 2022044502
O.P.R.W.C.



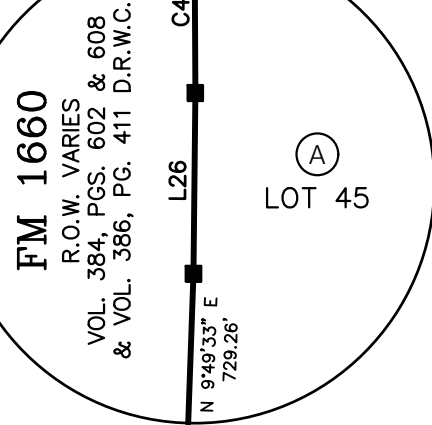
MICHAEL W. MAHER, II
CALLED 2.000 ACRES
DOC. NO. 2019100609
O.P.R.W.C.

MICHAEL W. MAHER, II
CALLED 3.616 ACRES
DOC. NO. 2019100608
O.P.R.W.C.

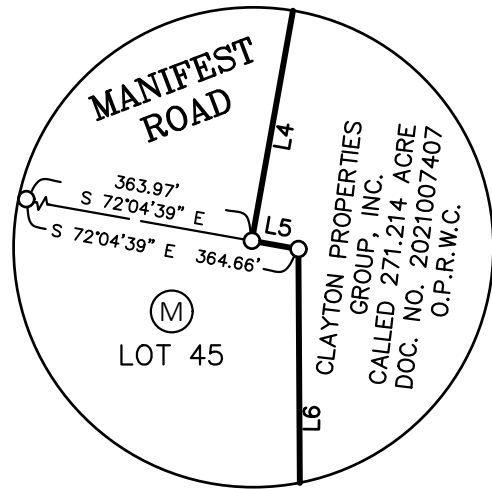
CLAYTON PROPERTIES GROUP, INC.
CALLED 271.214 ACRE
DOC. NO. 2021007407
O.P.R.W.C.

W. GATLIN
SURVEY NO. 23
ABSTRACT NO. 271

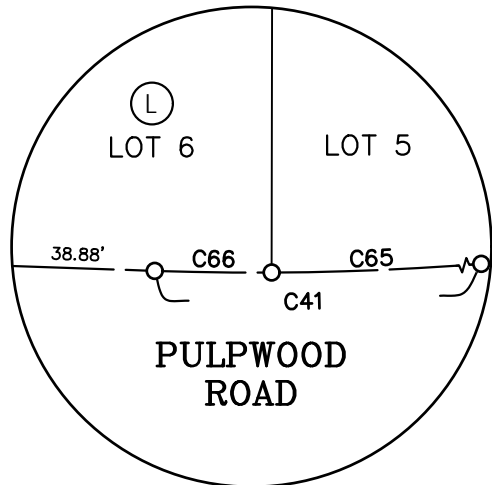
CLAYTON PROPERTIES GROUP, INC.
CALLED 271.214 ACRE
DOC. NO. 2021007407
O.P.R.W.C.



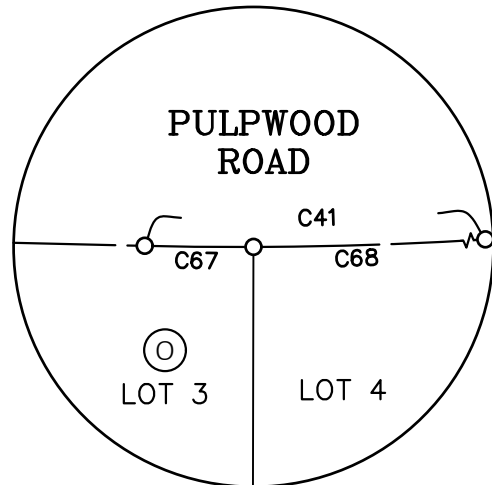
DETAIL "A"
NOT TO SCALE



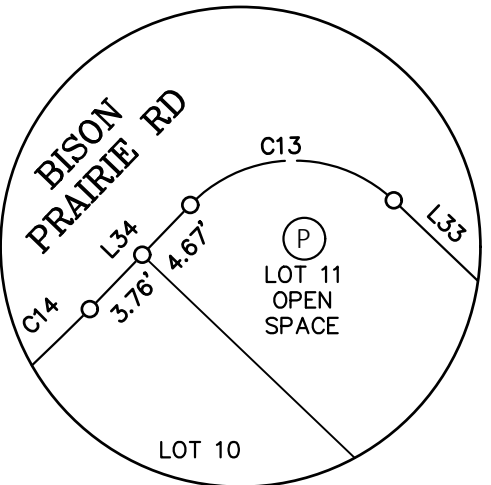
DETAIL "B"
NOT TO SCALE



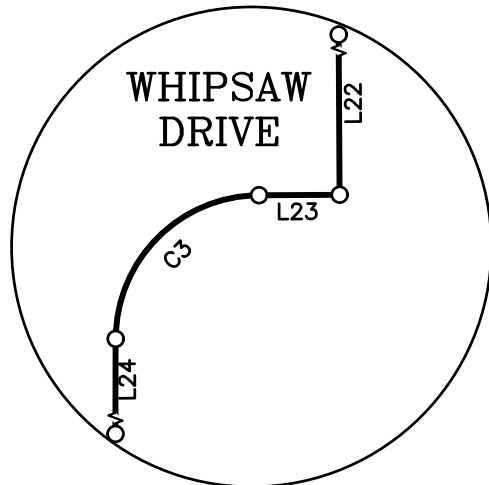
DETAIL "C"
NOT TO SCALE



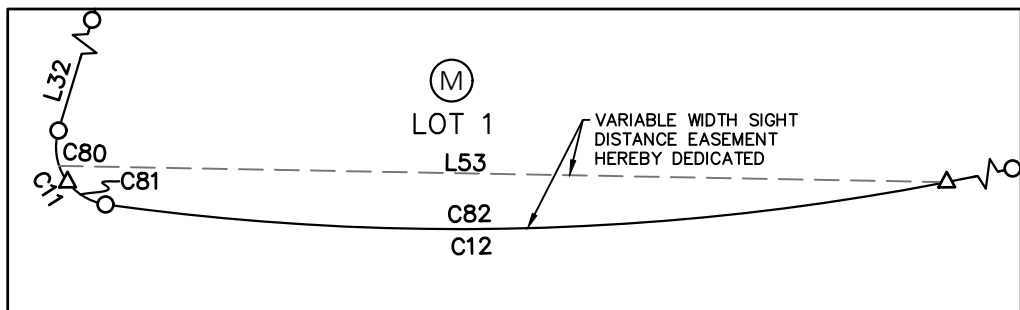
DETAIL "D"
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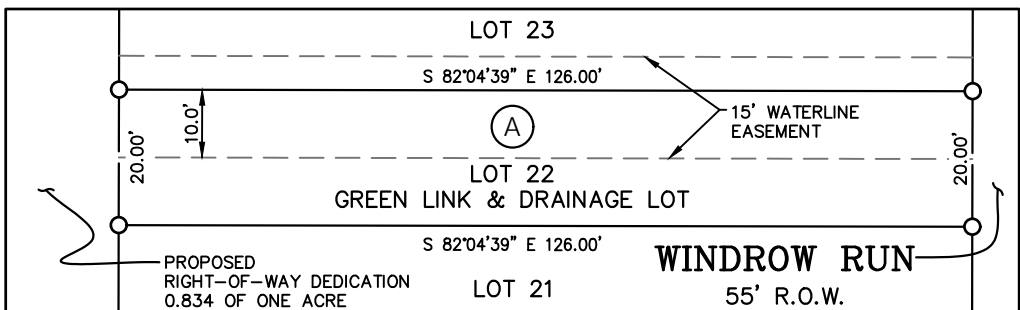
DETAIL "E"
NOT TO SCALE



DETAIL "F"
NOT TO SCALE



DETAIL "G"
NOT TO SCALE



DETAIL "H"
NOT TO SCALE

LEGEND

- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PG. PAGE
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
- (A) BLOCK
- (25) BUILDING SETBACK LINE- DISTANCE AS NOTED (IN FEET)



BGE, Inc.
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TBPELS Licensed Surveying Firm No. 10194490

FINAL PLAT
HERITAGE MILL NORTH
SECTION 1

A SUBDIVISION OF 41.284 ACRES OF LAND LOCATED IN
THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271,
WILLIAMSON COUNTY, TEXAS

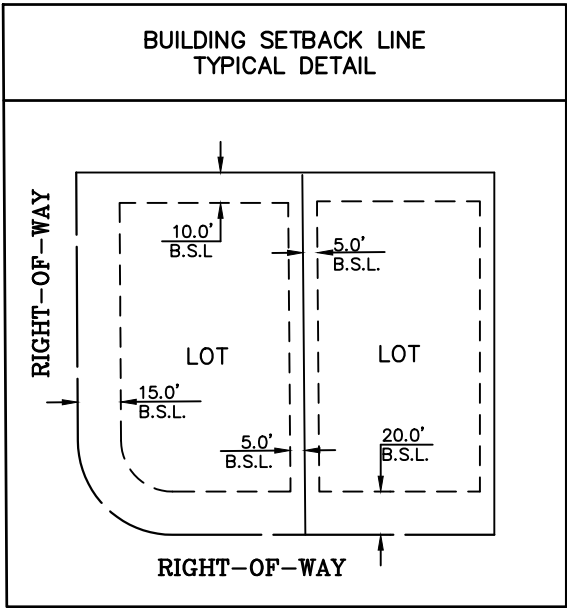
CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	405.39'	1,040.00'	22°20'02"	S 44°18'16" E	402.83'
C2	21.41'	277.50'	4°25'15"	N 80°16'34" W	21.41'
C3	23.45'	15.00'	89°35'27"	S 52°43'05" W	21.14'
C4	182.11'	2,011.25'	5°11'17"	N 05°48'27" E	182.05'
C5	109.31'	1,040.66'	6°01'07"	S 36°09'00" E	109.26'
C6	286.78'	400.00'	41°04'43"	S 28°27'43" W	280.68'
C7	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C8	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C9	20.94'	15.00'	80°00'00"	S 32°04'39" E	19.28'
C10	47.56'	272.50'	10°00'00"	N 77°04'39" W	47.50'
C11	25.90'	15.00'	98°56'03"	S 48°27'20" W	22.80'
C12	434.82'	665.00'	37°27'49"	S 19°44'37" E	427.11'
C13	23.56'	15.00'	90°00'31"	N 83°28'46" W	21.21'
C14	245.01'	302.50'	46°24'23"	N 74°43'10" E	238.37'
C15	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C16	23.67'	15.00'	90°24'33"	S 37°16'55" E	21.29'
C17	23.67'	15.00'	90°24'33"	N 37°16'55" W	21.29'
C18	23.45'	15.00'	89°35'27"	S 52°43'05" W	21.14'
C19	23.67'	15.00'	90°24'33"	S 37°16'55" E	21.29'
C20	23.45'	15.00'	89°35'27"	N 52°43'05" E	21.14'
C21	14.53'	15.00'	55°28'55"	N 19°49'06" W	13.96'
C22	210.45'	60.00'	200°57'50"	S 52°55'21" W	118.00'
C23	14.53'	15.00'	55°28'55"	S 54°20'12" E	13.96'
C24	23.56'	15.00'	90°00'00"	N 52°55'21" E	21.21'
C25	288.82'	420.00'	39°24'02"	S 27°37'22" W	283.16'
C26	30.94'	530.00'	3°20'43"	S 48°59'44" W	30.94'
C27	23.56'	15.00'	90°00'00"	N 37°04'39" W	21.21'
C28	15.63'	735.00'	1°13'06"	S 07°18'48" W	15.63'
C29	23.88'	15.00'	91°13'06"	N 52°18'48" E	21.44'
C30	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C31	35.34'	22.50'	90°00'00"	S 52°55'21" W	31.82'
C32	23.56'	15.00'	90°00'00"	N 37°04'39" W	21.21'
C33	26.18'	15.00'	100°00'00"	N 57°55'21" E	22.98'
C34	57.16'	327.50'	10°00'00"	N 77°04'39" W	57.09'
C35	23.19'	15.00'	88°35'40"	S 37°46'49" E	20.95'
C36	16.31'	665.00'	1°24'20"	S 07°13'11" W	16.31'
C37	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C38	21.54'	15.00'	82°15'54"	N 40°56'42" W	19.73'
C39	197.42'	735.00'	15°23'22"	S 07°30'26" E	196.82'
C40	22.83'	15.00'	87°11'46"	N 28°23'46" E	20.69'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C41	69.01'	152.50'	25°55'42"	N 84°57'30" E	68.42'
C42	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C43	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C44	93.90'	207.50'	25°55'42"	N 84°57'30" E	93.10'
C45	22.60'	15.00'	86°18'24"	N 64°51'09" W	20.52'
C46	193.23'	735.00'	15°03'48"	S 29°13'51" E	192.68'
C47	23.11'	15.00'	88°16'43"	N 07°22'37" E	20.89'
C48	200.46'	247.50'	46°24'23"	N 74°43'10" E	195.03'
C49	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C50	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C51	17.74'	60.00'	16°56'30"	S 39°05'19" E	17.68'
C52	42.98'	60.00'	41°02'21"	S 10°05'53" E	42.06'
C53	35.66'	60.00'	34°03'12"	S 27°26'54" W	35.14'
C54	35.98'	60.00'	34°21'26"	S 61°39'13" W	35.44'
C55	21.49'	60.00'	20°31'22"	S 89°05'37" W	21.38'
C56	44.33'	60.00'	42°19'47"	N 59°28'48" W	43.33'
C57	12.27'	60.00'	11°43'11"	N 32°27'20" W	12.25'
C58	57.49'	400.00'	8°14'04"	S 12°02'23" W	57.44'
C59	250.12'	1,741.28'	8°13'48"	S 78°42'14" E	249.91'
C60	229.30'	400.00'	32°50'40"	S 32°34'45" W	226.17'
C61	296.08'	1,040.00'	16°18'42"	S 47°18'56" E	295.08'
C62	28.11'	327.50'	4°55'03"	N 74°32'10" W	28.10'
C63	29.05'	327.50'	5°04'57"	N 79°32'10" W	29.04'
C64	27.38'	152.50'	10°17'07"	N 77°08'12" E	27.34'
C65	40.52'	152.50'	15°13'19"	N 89°53'25" E	40.40'
C66	1.12'	152.50'	0°25'17"	S 82°17'17" E	1.12'
C67	1.12'	207.50'	0°18'35"	S 82°13'56" E	1.12'
C68	36.00'	207.50'	9°56'26"	S 87°21'26" E	35.95'
C69	36.00'	207.50'	9°56'26"	N 82°42'08" E	35.95'
C70	20.78'	207.50'	5°44'16"	N 74°51'47" E	20.77'
C71	69.78'	247.50'	16°09'16"	N 59°35'36" E	69.55'
C72	74.00'	247.50'	17°07'51"	N 76°14'10" E	73.72'
C73	56.68'	247.50'	13°07'15"	S 88°38'17" E	56.55'
C74	63.63'	302.50'	12°03'09"	S 88°06'13" E	63.52'
C75	36.97'	302.50'	7°00'08"	N 82°22'08" E	36.95'
C76	36.97'	302.50'	7°00'08"	N 75°22'00" E	36.95'
C77	36.97'	302.50'	7°00'08"	N 68°21'51" E	36.95'
C78	36.97'	302.50'	7°00'08"	N 61°21'43" E	36.95'
C79	33.50'	302.50'	6°20'41"	N 54°41'18" E	33.48'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 13°18'28" E	86.48'
L2	S 82°49'08" E	5.00'
L3	S 07°17'18" W	116.81'
L4	S 17°55'21" W	55.00'
L5	S 72°04'39" E	0.69'
L6	S 07°26'57" W	67.63'
L7	S 07°29'37" W	50.00'
L8	S 07°47'41" W	59.20'
L9	S 13°56'32" W	47.10'
L10	S 22°15'55" W	47.10'
L11	S 30°35'18" W	47.10'
L12	S 38°54'41" W	47.10'
L13	S 47°14'32" W	47.19'
L14	S 51°31'30" W	50.00'
L15	S 51°31'29" W	91.54'
L16	S 53°34'16" W	19.67'
L17	S 57°49'13" W	201.22'
L18	N 67°38'19" W	145.75'
L19	N 73°47'09" W	71.70'
L20	S 07°55'21" W	115.71'
L21	N 82°29'12" W	79.50'
L22	S 07°30'48" W	55.00'
L23	N 82°29'12" W	0.61'
L24	S 07°55'21" W	118.90'
L25	N 82°35'02" W	42.60'
L26	N 08°24'06" E	9.46'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L27	N 33°08'26" W	106.89'
L28	S 81°57'09" E	69.92'
L29	N 49°00'04" E	41.79'
L30	S 82°04'39" E	108.14'
L31	N 72°04'39" W	110.58'
L32	S 82°04'39" E	33.21'
L33	S 38°28'31" E	101.70'
L34	N 51°30'58" E	8.43'
L35	S 07°55'21" W	115.79'
L36	S 82°29'12" E	96.00'
L37	N 82°29'12" W	96.00'
L38	N 82°04'39" W	99.70'
L39	S 11°08'44" W	68.72'
L40	N 82°04'39" W	111.50'
L41	S 82°04'39" E	40.90'
L42	N 71°59'39" E	5.85'
L43	S 71°59'39" W	6.51'
L44	N 51°30'58" E	8.78'
L45	S 45°31'30" E	21.63'
L46	S 28°49'37" E	39.83'
L47	N 01°22'53" W	37.50'
L48	N 82°35'02" W	12.38'
L49	N 74°00'55" E	40.61'
L50	N 80°56'09" E	39.55'
L51	N 86°57'35" E	34.61'
L52	S 85°21'07" E	40.07'

STREET NAMES				
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	DESIGN SPEED	TYPE
BISON PRAIRIE ROAD	55 FT.	485 FT.	25 MPH	PUBLIC
CROWN WHEEL PLACE	55 FT.	692 FT.	25 MPH	PUBLIC
HERITAGE MILL BOULEVARD	VARIES –70 FT MIN.	1,901 FT.	35 MPH	PUBLIC
MANIFEST ROAD	55 FT.	719 FT.	25 MPH	PUBLIC
OUTHHAUL DRIVE	55 FT.	720 FT.	25 MPH	PUBLIC
PULPWOOD ROAD	55 FT.	293 FT.	25 MPH	PUBLIC
WHIPSAW DRIVE	VARIES 55 & 60 FT.	196 FT.	25–35 MPH	PUBLIC
WINDROW RUN	55 FT.	1,638 FT.	25 MPH	PUBLIC
TOTAL LINEAR FEET		6,644 FT.		



FINAL PLAT

HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 41.284 ACRES OF LAND LOCATED IN
THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271,
WILLIAMSON COUNTY, TEXAS



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San Antonio, TX 78216
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TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	A	6,260	R
2	A	5,040	R
3	A	5,040	R
4	A	5,040	R
5	A	5,040	R
6	A	5,040	R
7	A	5,040	R
8	A	5,040	R
9	A	5,040	R
10	A	5,040	R
11	A	5,040	R
12	A	5,040	R
13	A	5,040	R
14	A	5,040	R
15	A	5,040	R
16	A	5,040	R
17	A	5,040	R
18	A	5,040	R
19	A	5,040	R
20	A	5,040	R
21	A	5,040	R
22	A	2,520	GL/D
23	A	5,040	R
24	A	5,040	R
25	A	5,040	R
26	A	5,040	R
27	A	5,040	R
28	A	5,040	R
29	A	5,040	R
30	A	5,040	R
31	A	5,040	R
32	A	2,520	GL/D
33	A	5,040	R
34	A	5,040	R
35	A	5,040	R
36	A	4,852	R
37	A	3,895	R
38	A	4,475	R
39	A	5,092	R
40	A	35,289	OS/D
41	A	3,519	R
42	A	4,508	R
43	A	4,644	R
44	A	4,665	R
45	A	265,442	M.U.

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	B	25,056	OS
2	B	5,347	R
3	B	5,367	R
4	B	5,388	R
5	B	5,409	R
6	B	5,429	R
7	B	5,450	R
8	B	5,471	R
9	B	5,492	R
10	B	5,512	R
11	B	5,533	R
12	B	5,666	R
13	B	75,925	M.U.

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	C	7,330	R
2	C	6,133	R
3	C	6,118	R
4	C	6,104	R
5	C	6,089	R
6	C	6,075	R
7	C	6,061	R
8	C	6,046	R
9	C	6,032	R
10	C	6,018	R
11	C	6,005	R
12	C	11,127	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	F	5,691	R
2	F	4,640	R
3	F	4,640	R
4	F	11,212	OS
5	F	5,200	R
6	F	5,200	R
7	F	5,200	R
8	F	5,200	R
9	F	5,200	R
10	F	5,200	R
11	F	5,200	R
12	F	5,200	R
13	F	5,200	R
14	F	5,902	R
15	F	4,760	R
16	F	4,760	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	G	72,498	P/OS
2	G	4,800	R
3	G	4,800	R
4	G	4,800	R
5	G	4,800	R
6	G	4,800	R
7	G	5,952	R
8	G	6,000	R
9	G	6,000	R
10	G	6,000	R
11	G	6,000	R
12	G	6,000	R
13	G	6,000	R
14	G	6,240	R
15	G	7,712	R
16	G	5,910	R
17	G	5,628	R
18	G	5,346	R
19	G	5,075	R
20	G	4,932	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	L	5,952	R
2	L	4,800	R
3	L	4,800	R
5	L	4,723	R
6	L	4,800	R
7	L	4,800	R
8	L	5,952	R
9	L	6,884	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	M	149,877	AMEN

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	O	5,952	R
2	O	4,800	R
3	O	4,800	R
4	O	5,596	R
5	O	5,539	R
6	O	8,838	OS
7	O	6,419	R
8	O	7,078	R
9	O	6,077	R
10	O	4,846	R
11	O	4,800	R
12	O	4,800	R
13	O	5,952	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	P	5,940	R
2	P	4,640	R
3	P	4,640	R
4	P	5,752	R
5	P	10,649	R
6	P	5,258	R
7	P	6,002	R
8	P	5,341	R
9	P	5,014	R
10	P	4,969	R
11	P	2,240	OS

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	Q	6,260	R
2	Q	5,040	R
3	Q	5,040	R

LEGEND	
AMEN	AMENITY
R	RESIDENTIAL
GL/D	GREENLINK / DRAINAGE LOT
OS/D	OPEN SPACE / DRAINAGE LOT
MU	MIXED USE
L/D	LANDSCAPE / DRAINAGE
P/OS	POND / OPEN SPACE

FINAL PLAT
HERITAGE MILL NORTH
SECTION 1

A SUBDIVISION OF 41.284 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS



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DESCRIPTION OF A 41.284 ACRE TRACT OF LAND

FIELD NOTES FOR A 41.284 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 5.794 ACRE TRACT OF LAND (TRACT 2) AS CONVEYED UNTO S&H HUTTO INVESTMENTS, LLC IN DOCUMENT NUMBER 2021009582 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A PORTION OF A CALLED 269.153 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC., IN DOCUMENT NUMBER 2021007407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND ALL OF A CALLED 3.121 ACRE TRACT OF LAND TO BE VACATED BY THE STATE OF TEXAS UNTO S&H HUTTO INVESTMENTS, LLC IN DOCUMENT NUMBER 2021007407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 41.284 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE SOUTH RIGHT-OF-WAY LINE OF FM 1660 (150 FOOT RIGHT-OF-WAY) AS RECORDED IN DOCUMENT NUMBERS 2016064873, 2016064874, 2016064888, 2016075808 & 2016096242 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTH CORNER OF THE SAID 5.794 ACRE TRACT THE FOR NORTHERNMOST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, S 33°08'26" E, COINCIDENT WITH THE SOUTH LINE OF SAID FM 1660 AND THE NORTHEAST LINE OF SAID 5.794 ACRE TRACT, A DISTANCE OF 797.21 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TYPE II RIGHT-OF-WAY MONUMENT FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE;

THENCE, CONTINUING COINCIDENT WITH SAID COMMON LINE, CURVING TO THE LEFT, WITH A RADIUS OF 1,040.00 FEET, AN ARC LENGTH OF 405.39 FEET, A CENTRAL ANGLE OF 22°20'02", A CHORD BEARING OF S 44°18'16" E, AND A CHORD DISTANCE OF 402.83 FEET TO A TXDOT TYPE II RIGHT-OF-WAY MONUMENT FOUND AT THE END OF THIS CURVE FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 13°18'28" E, OVER AND ACROSS THE RIGHT-OF-WAY OF FM 1660, A DISTANCE OF 86.48 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET ON THE SOUTH RIGHT-OF-WAY LINE OF FM 1660 AND THE NORTH LINE OF THE AFOREMENTIONED 269.153 ACRE TRACT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 82°49'08" E, COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF FM 1660 AND THE NORTH LINE OF SAID 269.153 ACRE TRACT, A DISTANCE OF 5.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET AT AN EXTERIOR CORNER OF THE 269.153 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 3.616 ACRE TRACT OF LAND AS CONVEYED UNTO MICHAEL W. MAHER, II IN DOCUMENT NUMBER 2019100608 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08°15'06" W, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF FM 1660, COINCIDENT WITH THE COMMON LINE OF 269.153 ACRE TRACT AND SAID 3.616 ACRE TRACT, A DISTANCE OF 780.51 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 3.616 ACRE TRACT, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID COMMON LINE, OVER AND ACROSS THE 269.153 ACRE TRACT THE FOLLOWING TWENTY-FIVE (25) COURSES:

- 1) S 07°17'18" W, A DISTANCE OF 116.81 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 2) S 17°55'21" W, A DISTANCE OF 55.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 3) S 72°04'39" E, A DISTANCE OF 0.69 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 4) S 07°26'57" W, A DISTANCE OF 67.63 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 5) S 07°29'37" W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 6) S 07°47'41" W, A DISTANCE OF 59.20 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 7) S 13°56'32" W, A DISTANCE OF 47.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 8) S 22°15'55" W, A DISTANCE OF 47.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 9) S 30°35'18" W, A DISTANCE OF 47.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 10) S 38°54'41" W, A DISTANCE OF 47.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

- 11) S 47°14'32" W, A DISTANCE OF 47.19 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 12) S 51°31'30" W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 13) S 51°31'29" W, A DISTANCE OF 91.54 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 14) S 53°34'16" W, A DISTANCE OF 19.67 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 15) S 57°49'13" W, A DISTANCE OF 201.22 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 16) N 67°38'19" W, A DISTANCE OF 145.75 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 17) N 73°47'09" W, A DISTANCE OF 71.70 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 18) S 07°55'21" W, A DISTANCE OF 115.71 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET AT THE BEGINNING OF A NON-TANGENT CURVE FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 19) CURVING TO THE LEFT, WITH A RADIUS OF 277.50 FEET, AN ARC LENGTH OF 21.41 FEET, A CENTRAL ANGLE OF 04°25'15", A CHORD BEARING OF N 80°16'34" W, AND A CHORD DISTANCE OF 21.41 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR A POINT OF TANGENCY;
- 20) N 82°29'12" W, A DISTANCE OF 79.50 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 21) S 07°30'48" W, A DISTANCE OF 55.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 22) N 82°29'12" W, A DISTANCE OF 0.61 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR A POINT OF CURVATURE OF THE HEREIN DESCRIBED TRACT;
- 23) CURVING TO THE LEFT, WITH A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.45 FEET, A CENTRAL ANGLE OF 89°35'27", A CHORD BEARING OF S 52°43'05" W, AND A CHORD DISTANCE OF 21.14 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR A POINT OF TANGENCY;
- 24) S 07°55'21" W, A DISTANCE OF 118.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; AND
- 25) N 82°04'39" W, A DISTANCE OF 198.81 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET ON THE APPARENT RIGHT-OF-WAY LINE OF COUNTY ROAD 163 (APPARENT R.O.W. ~ VARIES), NO DEED OF RECORD FOUND, AND THE WEST LINE OF THE 269.153 ACRE TRACT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 07°48'41" E, COINCIDENT WITH THE COMMON LINE OF THE 269.153 ACRE TRACT AND THE EAST APPARENT RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 163, A DISTANCE OF 1,853.05 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET AT THE NORTHEAST CORNER OF THE APPARENT RIGHT-OF-WAY OF SAID COUNTY ROAD 163, AT THE COMMON CORNER OF THE 269.153 ACRE TRACT, THE AFOREMENTIONED 3.121 ACRE TRACT, AND THE REMAINDER OF THE ORIGINAL RIGHT OF-WAY OF F.M. 1660 AS DESCRIBED IN VOLUME 384, PAGE 608 AND VOLUME 386, PAGE 411 BOTH RECORDED IN THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT, FROM WHICH A BROKEN TXDOT TYPE I CONCRETE RIGHT-OF-WAY MONUMENT FOUND ON THE EAST LINE OF A CALLED 15.01 ACRE TRACT OF LAND CONVEYED UNTO THE HUTTO INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NUMBER 2006015406 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHWEST CORNER OF THE NORTH TERMINUS OF SAID COUNTY ROAD 163, BEARS N 82°35'02" W A DISTANCE OF 42.60 FEET;

THENCE, N 09°49'33" E, COINCIDENT WITH THE WEST LINE OF SAID 3.121 ACRE TRACT, A DISTANCE OF 729.26 FEET TO A TXDOT TYPE I CONCRETE RIGHT-OF-WAY MONUMENT FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1660 AT THE CORNER COMMON TO THE 3.121 ARE TRACT AND THE AFOREMENTIONED 5.794 ACRE TRACT, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, COINCIDENT WITH THE ORIGINAL EAST RIGHT-OF-WAY LINE OF SAID F.M. 1660 AND THE WEST LINE OF SAID 5.794 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

- 1) N 08°24'06" E, A DISTANCE OF 9.46 FEET TO A TXDOT TYPE I RIGHT-OF-WAY MONUMENT FOUND FOR A POINT OF TANGENCY OF A CURVE TO THE LEFT, OF THE HEREIN DESCRIBED TRACT; AND
- 2) CURVING TO THE LEFT, WITH A RADIUS OF 2,011.25 FEET, AN ARC DISTANCE OF 182.11 FEET, A CENTRAL ANGLE OF 05°11'17", A CHORD BEARING OF N 05°48'27" E, AND A CHORD DISTANCE OF 182.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 41.284 ACRES OF LAND, MORE OR LESS.

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. IT IS THE RESPONSIBILITY OF THE MUNICIPAL UTILITY DISTRICT NO. 35, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. ALL SIDEWALKS SHALL BE MAINTAINED BY MUNICIPAL UTILITY DISTRICT NO. 35
5. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48491C0520F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
6. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
7. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0520F, DATED DECEMBER 20, 2019.
8. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROADS
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
11. 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.
12. WATER SERVICE IS PROVIDED BY: CITY OF HUTTO
13. WASTEWATER SERVICE IS PROVIDED BY: CITY OF HUTTO

14. 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 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.
15. HERITAGE MILL NORTH SECTION 1 IS SUBJECT TO TRAFFIC IMPACT FEES IN ACCORDANCE WITH THE CONSENT AGREEMENT DOCUMENT NUMBER 2021043665.
16. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
17. A 20 FOOT FRONT YARD SETBACK FOR ALL LOTS IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS, DATED DECEMBER 7, 2021, PER APPENDIX F2.5 FOR CITY OF HUTTO ETJ.
18. A TEN FOOT WIDE MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.
19. 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.
20. LOT 1, BLOCK G, IS DESIGNATED AS DETENTION POND, DRAINAGE, AND OPEN SPACE LOT AND SHALL BE DEEDED TO AND MAINTAINED BY WILLIAMSON COUNTY MUD 35.
21. LOTS 22, 32, 40, BLOCK A, ARE DESIGNATED AS GREEN LINK, DRAINAGE, AND OPEN SPACE LOTS AND SHALL BE DEEDED TO AND MAINTAINED BY WILLIAMSON COUNTY MUD 35.
22. LOT 1, BLOCK B, LOT 4, BLOCK F, LOT 4, BLOCK L, LOT 6, BLOCK O, AND LOT 11, BLOCK P ARE DESIGNATED AS OPEN SPACE LOTS AND SHALL TO BE DEDICATED TO THE HOA.
23. LOT 1, BLOCK M IS DESIGNATED AS AN AMENITY CENTER LOT AND SHALL TO BE DEDICATED TO THE HOA.

several standard plat notes appear to be missing. please refer to checklist

FINAL PLAT

HERITAGE MILL NORTH
SECTION 1

A SUBDIVISION OF 41.284 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS



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

AGENDA ITEM REPORT

4.2.



To: Planning and Zoning Commission
Subject: Consideration and possible action on the Hutto Data Center Campus Subdivision Preliminary Plat, 158.731 acres, more or less, of and, located on County Road 132.
Meeting: Tuesday, December 5, 2023
Department: Development Services
Staff Contact: John Byrum

BACKGROUND INFORMATION:

Hutto Data Center is a proposed industrial subdivision, consisting of three industrial lots and right-of-way dedication, located on County Road 132, generally north of the east/west portion of County Road 132, south of US 79 and east of County Road 132. The property was annexed earlier this year and zoned Light Industrial (LI) in compliance with the Future Land Use Map for a proposed data center.

The surrounding land uses are as follows:

North: Railroad ROW and Oncor station (ETJ)

South: CR 132 ROW and a small portion of undeveloped land (AG zoning)

East: ETJ with Development Agreement

West: ETJ with Development Agreement

The public hearing for this preliminary plat was held on June 6, 2023. Staff mailed notices within a 200' buffer and received no comments in either support or objection of this preliminary plat.

SUMMARY OF REQUEST:

STAFF REVIEW:

The application was reviewed to ensure consistency with the development standards of the Unified Development Code (UDC) and staff has determined that the request does comply with the UDC.

Staff recommends approval of the Hutto Data Center Preliminary Plat with the condition that the Planning and Zoning Chair is updated to Susanna Boyer.

FISCAL NOTES:

N/A

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

AGENDA ITEM REPORT

4.2.



-
1. Location Map
 2. Hutto Data Center Campus Preliminary Plat

Hutto Data Center Preliminary Plat



R020925

R392815

R384601

CR-199

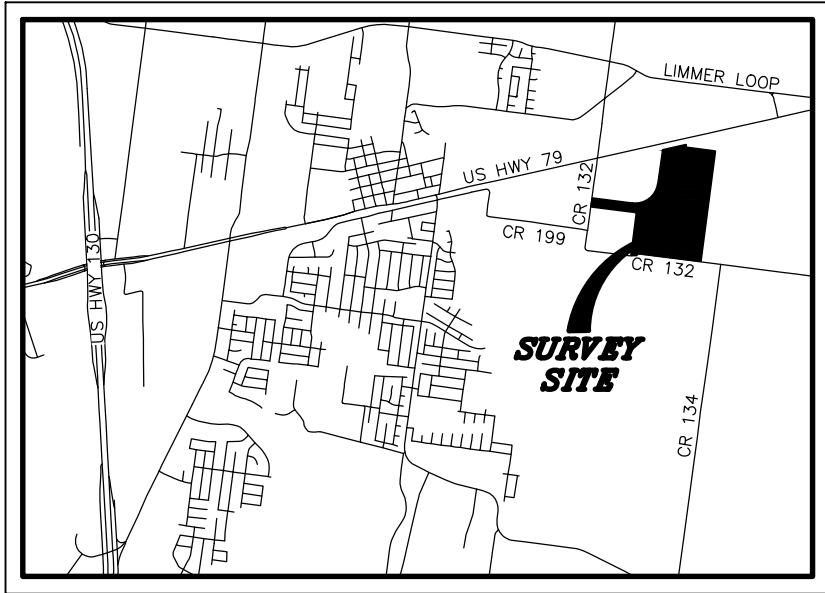
CR-134

CR-132

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Feet

September 6, 2023 -- 12:44 Dwg Name: P:\617104 WGN\001 3399 CR 132.dwg\Surv\Final Drawings\Plot of Subdivision\ Preliminary Plat\104001--PrelimPlat.dwg Updated By: TSmith

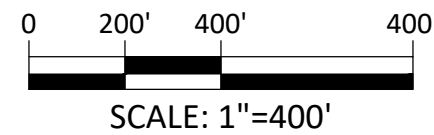


LOCATION MAP

NOT TO SCALE

BASIS OF BEARINGS

COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83), UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK AND ARE SURFACE VALUES. A SURFACE ADJUSTMENT FACTOR OF 1.00012 WAS USED.



PRELIMINARY PLAT OF HUTTO DATA CENTER CAMPUS SUBDIVISION ONE

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.

PROPERTY AREA

LOT 1 (INDUSTRIAL) = 1,870,480 SQ. FT. (42.940 ACRES)
LOT 2 (INDUSTRIAL) = 344,665 SQ. FT. (7.912 ACRES)
LOT 3 (INDUSTRIAL) = 4,270,649 SQ. FT. (98.041 ACRES)
RIGHT-OF-WAY DEDICATION = 289,973 SQ. FT. (6.657 ACRES)
RIGHT-OF-WAY DEDICATION = 138,571 SQ. FT. (3.181 ACRES)

TOTAL AREA = 6,914,338 SQ. FT. (158.731 ACRES)

OWNER: HUTTO DATA CENTER CAMPUS LLC
BY: LUKE PETERS,
V.P. DEVELOPMENT OFFICER
1800 WAZEE STREET, SUITE 500
DENVER, CO 80202
ACREAGE: 158.731
PATENT SURVEY: E.W. FRAME SURVEY, ABSTRACT NO. 797
EDWARD RYAN SURVEY, ABSTRACT NO. 542
NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0
ACREAGE BY USE: COMMERCIAL: 158.731
NEW R.O.W.: N/A
NUMBER OF LOTS BY USE: INDUSTRIAL - 3

SURVEYOR: ABRAM DASHNER, RPLS NO. 5901
MANHARD CONSULTING
6448 E. HWY 290 STE. B-105
AUSTIN, TX 78723
(512)244-3395

ENGINEER: KATIE BOLGER, P.E. NO. 143373
WGI, INC.
4700 MUELLER BOULEVARD, SUITE 300
AUSTIN, TEXAS 78723
512.669.5560
KATIE.BOLGER@WGINC.COM

DESCRIPTION

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND EDWARD RYAN SURVEY, ABSTRACT NO. 542 IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN 158.6744 ACRE TRACT OF LAND CONVEYED TO HUTTO DATA CENTER CAMPUS, LLC, BY DEED OF RECORD RECORDED IN DOCUMENT NO. 2022095471, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 158.731 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 132 (R.O.W. VARIES), BEING THE SOUTHEAST CORNER OF THAT CERTAIN 44.30 ACRE TRACT OF LAND CONVEYED TO LESCHBER INVESTMENTS, LP, BY DEED OF RECORD IN DOCUMENT NO. 2021178186 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHWESTERLY CORNER OF SAID 158.6744 ACRE TRACT AND HEREOF;

THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE, ALONG THE NORTH AND EAST LINES OF SAID 44.30 ACRE TRACT, BEING THE WEST LINE OF SAID 158.6744 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1.N07°25'59"E, A DISTANCE OF 1352.85 FEET TO A 3/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 44.30 ACRE TRACT, FOR AN ANGLE POINT HEREOF;
- 2.N82°48'22"W, A DISTANCE OF 1432.24 FEET TO A 1/2-INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 132, BEING THE NORTHWEST CORNER OF SAID 44.30 ACRE TRACT, FOR AN ANGLE POINT;

THENCE, N07°44'11"E, ALONG SAID EAST RIGHT-OF-WAY LINE, BEING THE WEST LINE OF SAID 158.6744 ACRE TRACT, A DISTANCE OF 250.35 FEET TO A 1/2-INCH IRON ROD WITH "DUNAWAY ASSOCIATES" CAP FOUND AT THE SOUTHWEST CORNER OF THAT CERTAIN 62.10 ACRE TRACT CONVEYED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2022127810 OF SAID OFFICIAL PUBLIC RECORDS, FOR AN ANGLE POINT IN SAID WEST LINE AND HEREOF;

THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE, ALONG THE SOUTH AND EAST LINES OF SAID 62.10 ACRE TRACT, BEING THE WEST LINE OF SAID 158.6744 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1.S82°47'47"E, A DISTANCE OF 1258.12 FEET TO A 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 2.ALONG SAID CURVE, HAVING A RADIUS OF 720.83 FEET, A CENTRAL ANGLE OF 89°15'23", AN ARC LENGTH OF 1122.92 FEET, AND A CHORD WHICH BEARS N52°59'55"E, A DISTANCE OF 1012.77 FEET TO 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET AT THE POINT OF TANGENCY OF SAID CURVE;
- 3.N08°10'55"E, A DISTANCE OF 1076.44 FEET TO 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET IN THE SOUTH RIGHT-OF-WAY LINE OF I. & G.N.R.Y COMPANY RAILROAD (200' PRIVATE R.O.W.), BEING THE NORTHEAST CORNER OF SAID 62.10 ACRE TRACT, FOR THE NORTHWESTERLY CORNER OF SAID 158.6744 ACRE TRACT AND HEREOF;

THENCE, N77°18'28"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, BEING THE NORTH LINE OF SAID 158.6744 ACRE TRACT, A DISTANCE OF 733.96 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF THE REMAINDER OF THAT CERTAIN 124.37 ACRE TRACT OF LAND CONVEYED TO TRJ NELSON PARTNERSHIP, BY DEED OF RECORD IN DOCUMENT NO. 2008056888 OF SAID OFFICIAL PUBLIC RECORDS, FOR ANGLE POINT IN SAID NORTH LINE AND HEREOF;

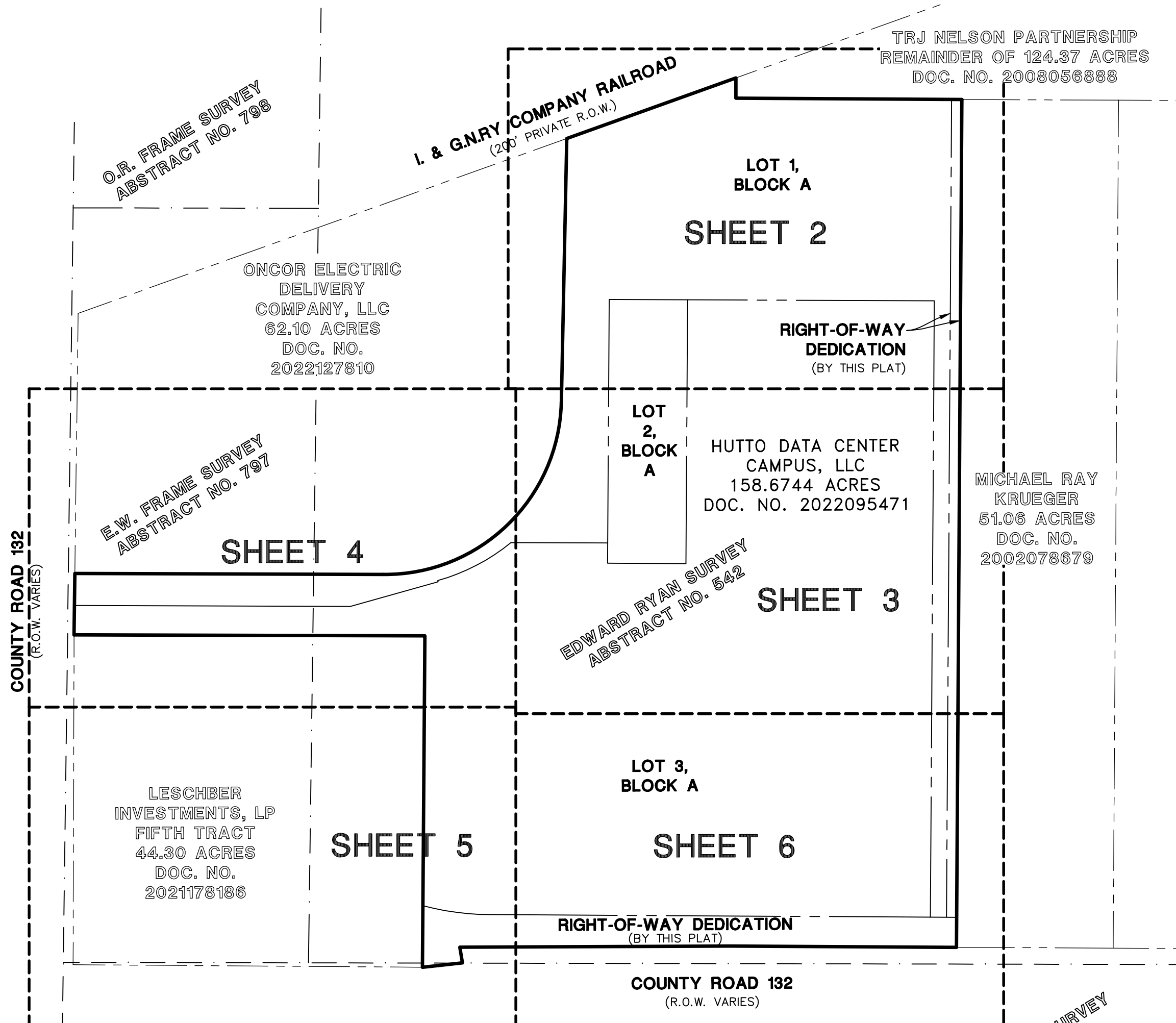
THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, ALONG THE WEST AND SOUTH LINES OF SAID 124.37 ACRE TRACT, BEING THE NORTH LINE OF SAID 158.6744 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1.S07°12'23"W, A DISTANCE OF 83.11 FEET TO A CONCRETE MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID 124.37 ACRE TRACT, FOR AN ANGLE POINT;
- 2.S82°39'59"E, A DISTANCE OF 922.69 FEET TO A 1/2-INCH IRON ROD WITH "RPLS 1847" CAP FOUND AT THE NORTHWEST CORNER OF THAT CERTAIN 51.06 ACRE TRACT CONVEYED TO MICHAEL RAY KRUEGER, BY DEED OF RECORD IN DOCUMENT NO. 2002078679 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHEASTERLY CORNER OF SAID 158.6744 ACRE TRACT AND HEREOF;

THENCE, S07°22'57"W, ALONG THE WEST LINE OF SAID 51.06 ACRE TRACT, BEING THE EAST LINE OF SAID 158.6744 ACRE TRACT, A DISTANCE OF 3461.58 FEET TO 1/2-INCH IRON ROD WITH "RPLS 1847" CAP FOUND IN SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 132, BEING THE SOUTHWEST CORNER OF SAID 51.06 ACRE TRACT, FOR THE SOUTHEASTERLY CORNER OF SAID 158.6744 ACRE TRACT AND HEREOF;

THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING THE SOUTH LINE OF SAID 158.6744 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1.N82°39'21"W, A DISTANCE OF 924.52 FEET TO A 1/2-INCH IRON ROD WITH "INLAND 4933" CAP FOUND, FOR AN ANGLE POINT;
- 2.N83°14'58"W, A DISTANCE OF 1103.13 FEET TO A 1/2-INCH IRON ROD WITH "INLAND 4933" CAP FOUND, FOR AN ANGLE POINT;
- 3.S02°08'58"E, A DISTANCE OF 64.74 FEET TO A 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET, FOR AN ANGLE POINT;
- 4.N89°06'39"W, A DISTANCE OF 163.94 FEET TO THE POINT OF BEGINNING, CONTAINING 158.731 ACRES (6,914,338 SQUARE FEET) OF LAND.



J.H. FREDENBURGH SURVEY
ABSTRACT NO. 237

Manhard
CONSULTING

6448 E Highway 290, Ste. B-105, Austin, TX 78723 ph:512.244.3395 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-21732 (Eng)
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158.731 ACRES - E.W. FRAME SURV., A-797 & E. RYAN SURV., A-542

3399 COUNTY ROAD 132, HUTTO, TX 78634

PRELIMINARY PLAT

REVISED:	9/11/23
PROJ. MGR.:	AD
DRAWN BY:	PWP
SURVEY DATE:	3/9/23
ISSUE DATE:	4/28/23
SCALE:	1"=400'

SHEET
1 OF 7

September 6, 2023 -- 12:44 -- Dwg Name: P:\617104 WG\001 3399 CR 132\dwg\Surv\Final Drawings\Plat of Subdivision\ Preliminary Plat\104001--PrelimPlat.dwg Updated By: TSmith

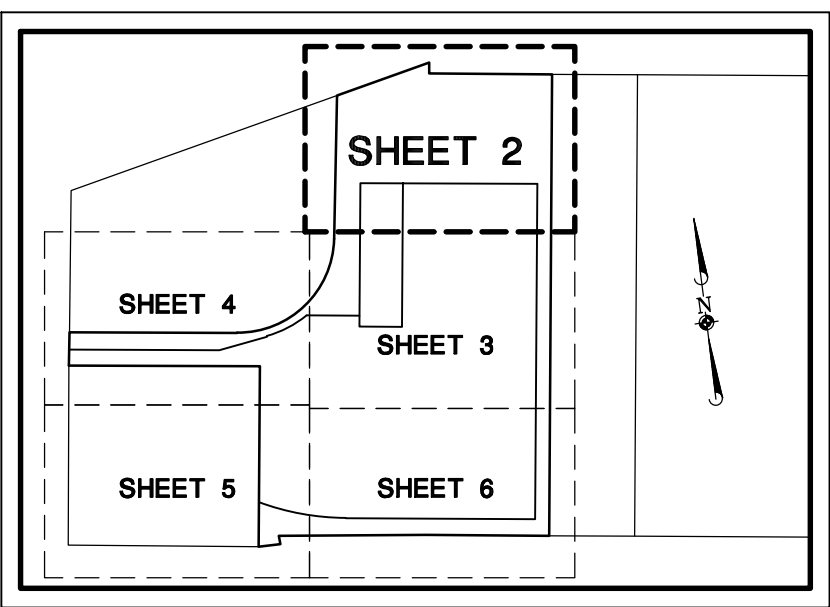
PRELIMINARY PLAT

OF
HUTTO DATA CENTER
CAMPUS SUBDIVISION ONE

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.

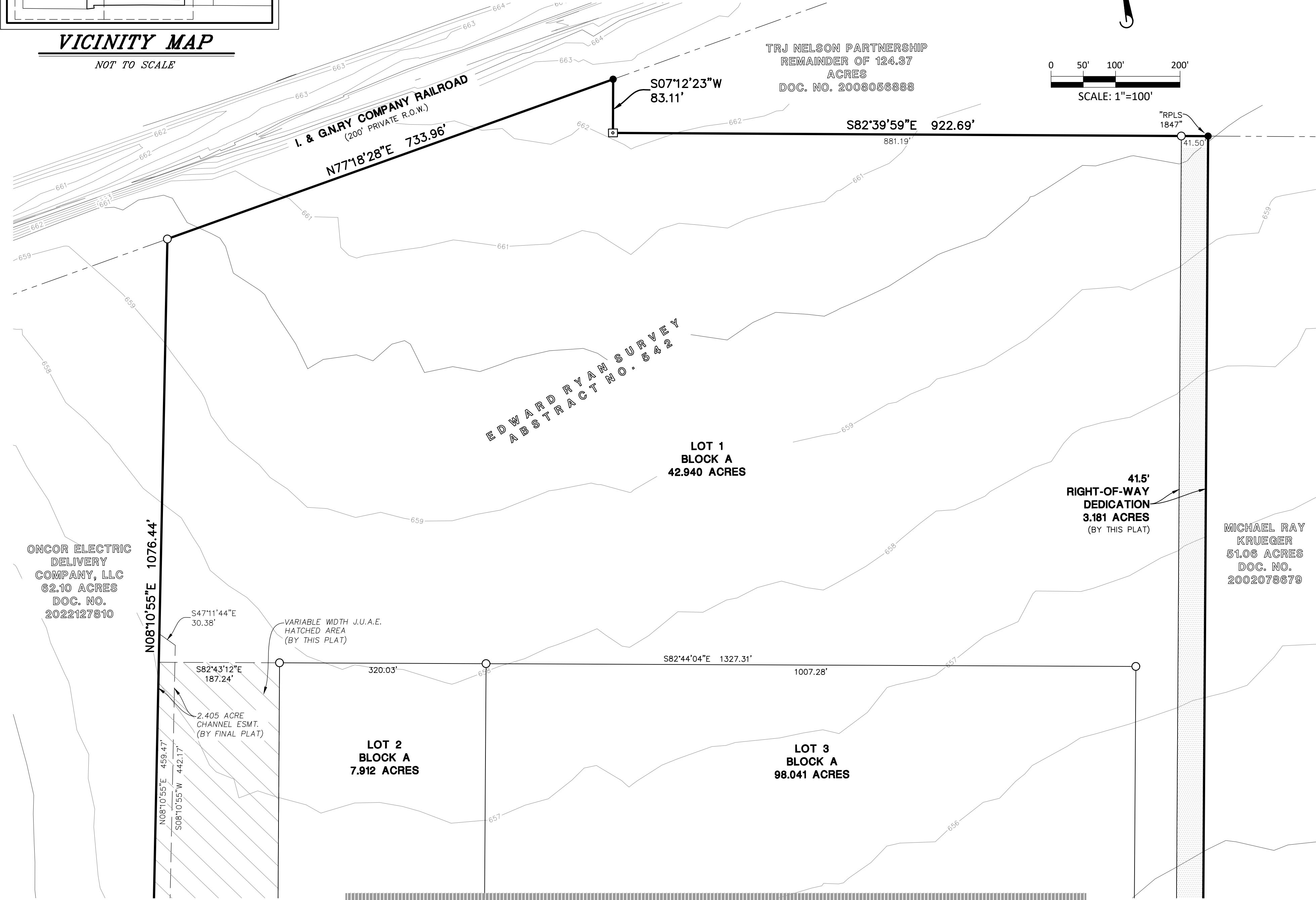
LEGEND

- = FOUND 1/2-INCH IRON ROD
- ◻ = FOUND CONCRETE MONUMENT
- = SET 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP
- ⊙ = STORM MANHOLE (MH)
- ⊕ = FIRE HYDRANT/AUX. VALVE
- ⊗ = VALVE BOX
- ⊕ = WATER METER
- = PROPERTY LINE
- - - = EASEMENT LINE
- - - = ADJOINING PROPERTY LINE



VICINITY MAP

NOT TO SCALE



TRJ NELSON PARTNERSHIP
REMAINDER OF 124.37
ACRES
DOC. NO. 2008056888

41.5'
RIGHT-OF-WAY
DEDICATION
3.181 ACRES
(BY THIS PLAT)

MICHAEL RAY
KRUEGER
51.06 ACRES
DOC. NO.
2002078679

ONCOR ELECTRIC
DELIVERY
COMPANY, LLC
62.10 ACRES
DOC. NO.
2022127810



158.731 ACRES - E.W. FRAME SURV., A-797 & E. RYAN SURV., A-542

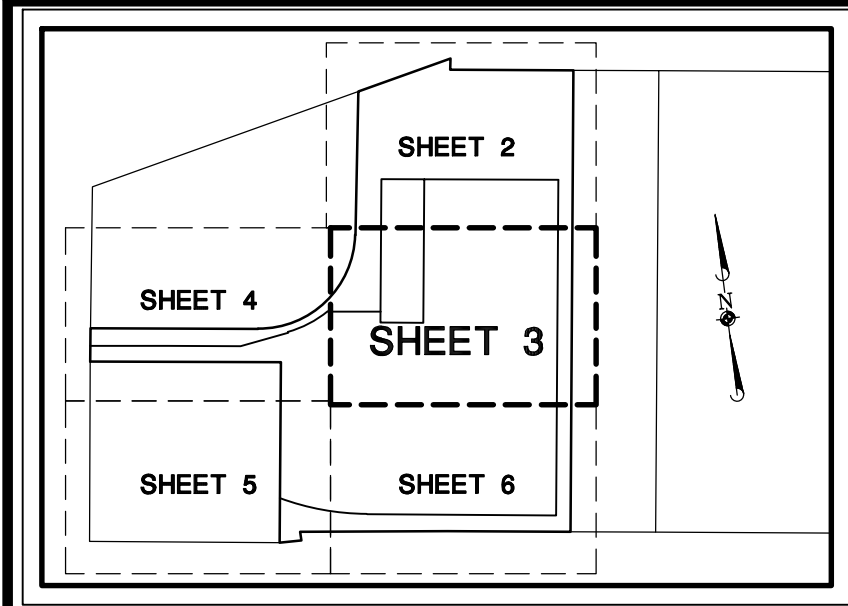
3399 COUNTY ROAD 132, HUTTO, TX 78634

PRELIMINARY PLAT

REVISED:	9/11/23
PROJ. MGR.:	AD
DRAWN BY:	PWP
SURVEY DATE:	3/9/23
ISSUE DATE:	4/28/23
SCALE:	1"=100'

SHEET
2 OF 7

September 6, 2023 -- 12:44 -- Dwg Name: P:\617104 WG\001 3399 CR 132\dwg\Surv\Final Drawings\Plot of Subdivision\ Preliminary Plat\104001-PrelimPlat.dwg Updated By: TSmith



VICINITY MAP

NOT TO SCALE

ONCOR ELECTRIC
DELIVERY
COMPANY, LLC
62.10 ACRES
DOC. NO.
2022127810

**LOT 1
BLOCK A
42.940
ACRES**

2.405 ACRE
CHANNEL ESMT.
(BY FINAL PLAT)

N82°47'55"W 394.98'
VARIABLE WIDTH J.U.A.E.
HATCHED AREA
(BY THIS PLAT)

**LOT 2
BLOCK A
7.912 ACRES**

HUTTO DATA CENTER
CAMPUS, LLC
158.6744 ACRES
DOC. NO. 2022095471

**LOT 3
BLOCK A
98.041 ACRES**

**LOT 1
BLOCK A
42.940 ACRES**

MICHAEL RAY
KRUEGER
51.06 ACRES
DOC. NO.
2002078679

**41.5'
RIGHT-OF-WAY
DEDICATION
3.181 ACRES
(BY THIS PLAT)**

EDWARD RYAN SURVEY
ABSTRACT NO. 542

PRELIMINARY PLAT
OF
**HUTTO DATA CENTER
CAMPUS SUBDIVISION ONE**

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN
SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.



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

MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 6

MATCHLINE - SEE SHEET 4



6448 E Highway 290, Ste. B-105, Austin, TX 78723 ph: 512.244.3395 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
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158.731 ACRES - E.W. FRAME SURV., A-797 & E. RYAN SURV., A-542

3399 COUNTY ROAD 132, HUTTO, TX 78634

PRELIMINARY PLAT

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SHEET

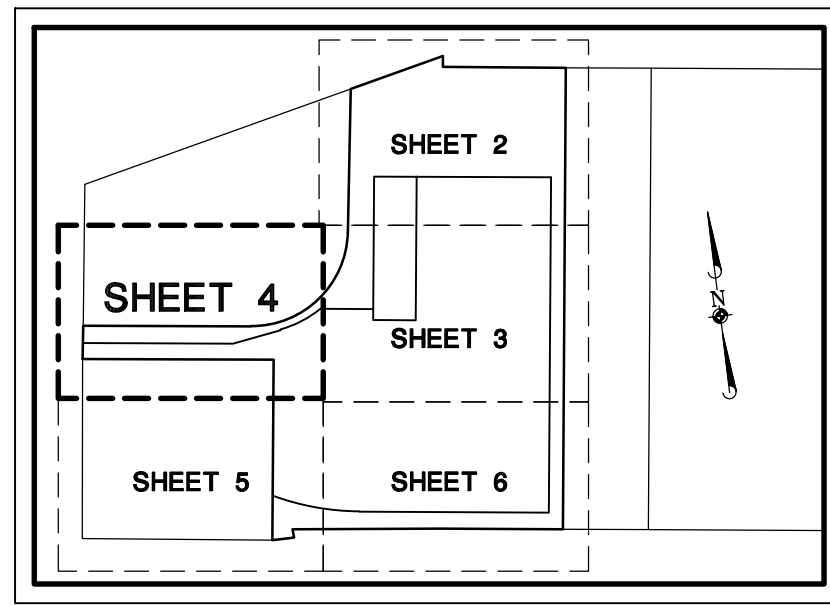
3 OF 7

September 6, 2023 -- 12:44 -- Dwg Name: P:\617104 WG\001 3399 CR 132.dwg\Surv\Final Drawings\Plot of Subdivision\ Preliminary Plat\104001--PrelimPlat.dwg Updated By: TSmith

PRELIMINARY PLAT

OF
HUTTO DATA CENTER
CAMPUS SUBDIVISION ONE

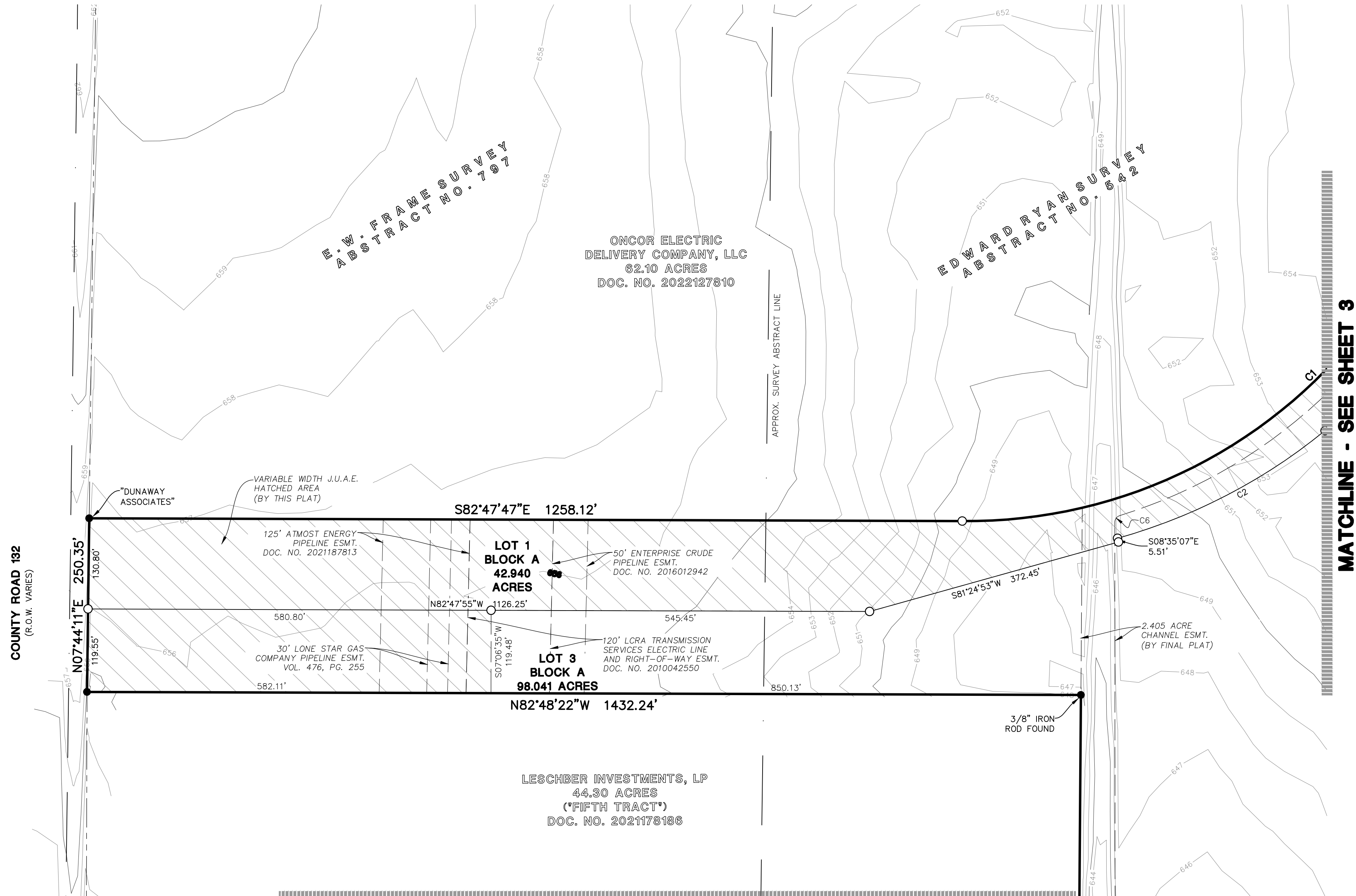
158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.



VICINITY MAP

NOT TO SCALE

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



MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 5



158.731 ACRES - E.W. FRAME SURV., A-797 & E. RYAN SURV., A-542

3399 COUNTY ROAD 132, HUTTO, TX 78634

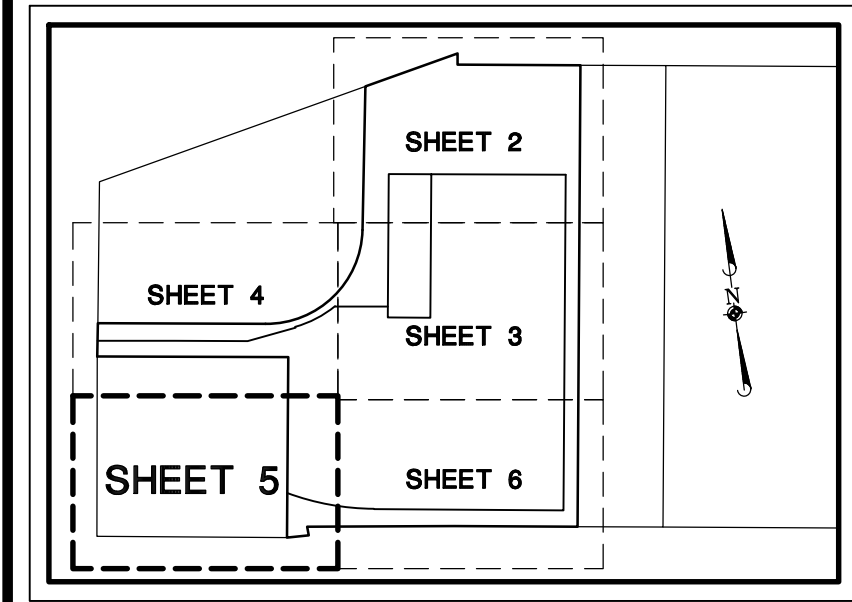
PRELIMINARY PLAT

REVISED: 9/11/23
PROJ. MGR.: AD
DRAWN BY: PWP
SURVEY DATE: 3/9/23
ISSUE DATE: 4/28/23
SCALE: 1"=100'

SHEET

4 OF 7

September 6, 2023 -- 12:44 -- Dwg Name: P:\617104 WG\001- 3399 CR 132\dwg\Surv\Final Drawings\Plot of Subdivision\ Preliminary Plat\104001--PrelimPlat.dwg Updated By: TSmith



VICINITY MAP

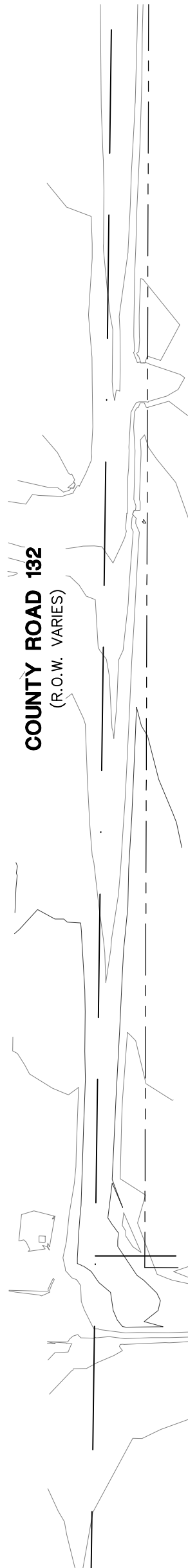
NOT TO SCALE

PRELIMINARY PLAT
OF
**HUTTO DATA CENTER
CAMPUS SUBDIVISION ONE**

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN
SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.



MATCHLINE - SEE SHEET 4



COUNTY ROAD 132
(R.O.W. VARIES)

E.W. FRAME SURVEY
ABSTRACT NO. 797

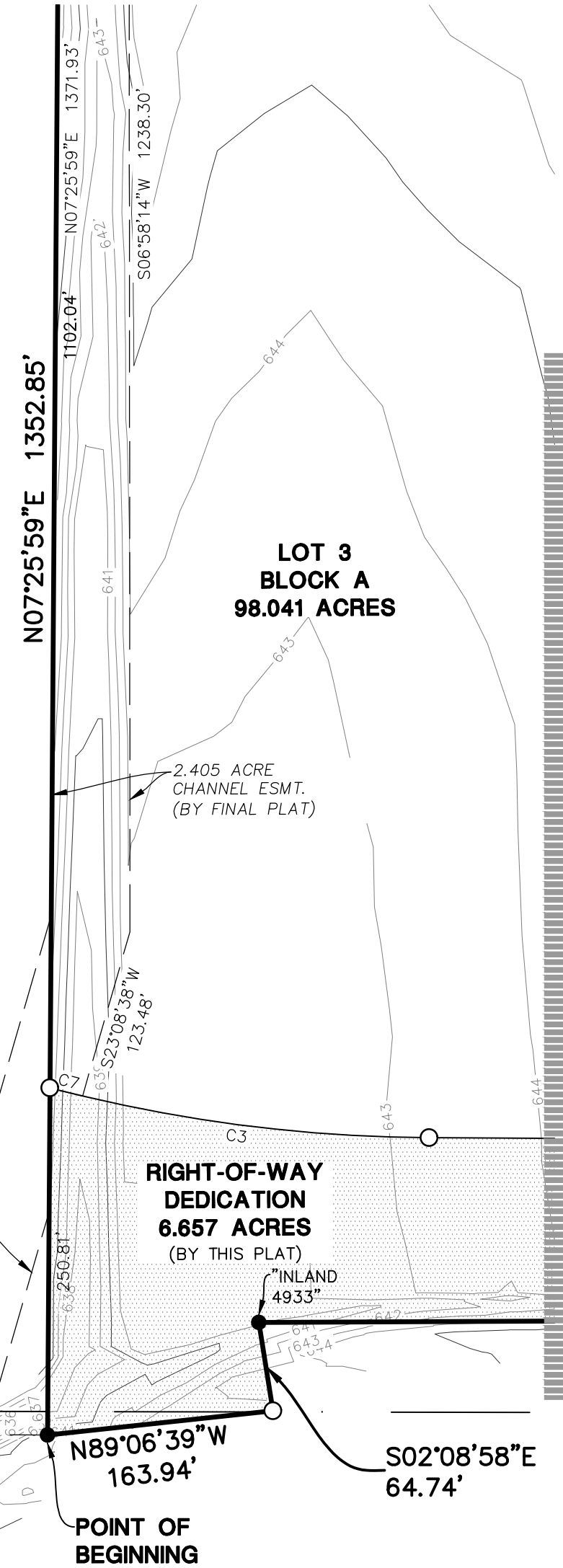
LESCHBER INVESTMENTS, LP
44.30 ACRES
(*FIFTH TRACT*)
DOC. NO. 2021178186

APPROX. SURVEY ABSTRACT LINE

APPROX. SURVEY ABSTRACT LINE

COUNTY ROAD 132
(R.O.W. VARIES)

J.H. FREDENBURGH SURVEY
ABSTRACT NO. 237



MATCHLINE - SEE SHEET 6



158.731 ACRES - E.W. FRAME SURV., A-797 & E. RYAN SURV., A-542

3399 COUNTY ROAD 132, HUTTO, TX 78634

PRELIMINARY PLAT

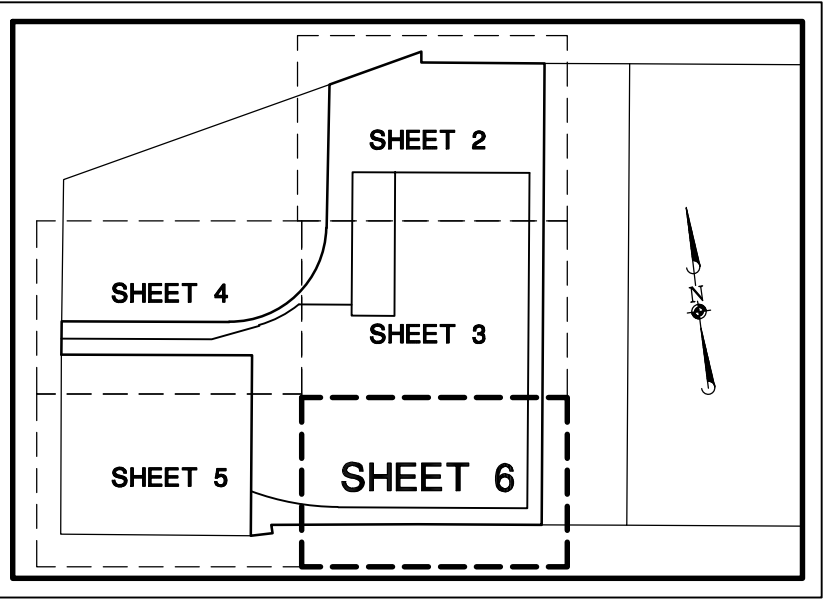
REVISED:	9/11/23
PROJ. MGR.:	AD
DRAWN BY:	PWP
SURVEY DATE:	3/9/23
ISSUE DATE:	4/28/23
SCALE:	1"=100'

SHEET

5 OF **7**

September 6, 2023 -- 12:44 -- Dwg Name: P:\617104 WG\001 3399 CR 132.dwg\Surv\Final Drawings\Plot of Subdivision\ Preliminary Plat\104001-PrelimPlat.dwg Updated By: TSmith

MATCHLINE - SEE SHEET 5



PRELIMINARY PLAT OF HUTTO DATA CENTER CAMPUS SUBDIVISION ONE

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.



MATCHLINE - SEE SHEET 3

LOT 3
BLOCK A
98.041 ACRES

EDWARD RYAN SURVEY
ABSTRACT NO. 542

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	720.83'	89°15'23"	1122.92'	N52°59'55"E	1012.77'
C2	822.10'	23°38'29"	339.22'	S69°35'38"W	336.81'
C3	1110.00'	14°17'55"	277.01'	N75°30'11"W	276.29'
C4	720.83'	75°46'10"	953.24'	N45°52'42"E	885.29'
C5	745.83'	71°55'50"	936.33'	S43°57'43"W	876.04'
C6	10.00'	72°57'25"	12.73'	S43°26'56"W	11.89'
C7	1110.00'	1°15'05"	24.24'	N68°58'46"W	24.24'

LOT 1
BLOCK A
42.940 ACRES

MICHAEL RAY
KRUEGER
51.06 ACRES
DOC. NO.
2002078679

41.5'
RIGHT-OF-WAY
DEDICATION
3.181 ACRES
(BY THIS PLAT)

RIGHT-OF-WAY
DEDICATION
6.657 ACRES
(BY THIS PLAT)

N83°14'58"W 1103.13'

1798.28'
N82°39'09"W 1905.36'

"INLAND
4933"

N82°39'21"W 924.52'

"RPLS
1847"

APPROX. SURVEY ABSTRACT LINE

COUNTY ROAD 132
(R.O.W. VARIES)

J. H. FREDENBURGH SURVEY
ABSTRACT NO. 237



6448 E Highway 290, Ste. B-105, Austin, TX 78723 ph: 512.244.3395 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-21732 (Eng)

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158.731 ACRES - E.W. FRAME SURV., A-797 & E. RYAN SURV., A-542

3399 COUNTY ROAD 132, HUTTO, TX 78634

PRELIMINARY PLAT

REVISED: 9/11/23
PROJ. MGR.: AD
DRAWN BY: PWP
SURVEY DATE: 3/9/23
ISSUE DATE: 4/28/23
SCALE: 1"=100'

SHEET

6 OF 7

September 6, 2023 -- 12:44 Dwg Name: P:\617104 W6\001 3399 CR 132.dwg\Sur\Final Drawings\Plot of Subdivision\ Preliminary Plat\104001--PrelimPlat.dwg Updated By: TSmith

PRELIMINARY PLAT
OF
HUTTO DATA CENTER
CAMPUS SUBDIVISION ONE

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.

PLAT 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 TO UDC REQUIREMENTS, AS AMENDED.
3. A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR WATER, SEWER, AND STORM SEWER.
4. 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.
5. A 3' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL INTERIOR SIDE LOT LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
7. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
8. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
9. TREES SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
10. 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.
11. 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.
12. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
- WATER: CITY OF HUTTO
- WASTEWATER: CITY OF HUTTO
- ELECTRIC: ONCOR
- GAS (NATURAL OR PROPANE): N/A
13. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
14. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE MAP) COMMUNITY PANEL NUMBER 48491C0520F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
15. FINISH FLOOR ELEVATION FOR RESIDENTIAL LOTS ADJACENT TO THE PROPOSED/EXISTING PODS, PROPOSED/EXISTING CHANNELS OR EXISTING 100-YR FLOODPLAIN SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 100-YEAR FLOODPLAIN OR 100-YEAR WATER SURFACE ELEVATION, WHICHEVER IS GREATER.
16. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
17. 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.
18. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
19. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.

PLAT NOTES CTD.

20. AMENITY, OPEN SPACE AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
21. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC, AS AMENDED.
22. THIS SUBDIVISION IS ZONED "LI" (LIGHT INDUSTRIAL) BY THE CITY OF HUTTO PER RESOLUTION R-2023-103, OF RECORD IN DOCUMENT NO. 2023037668, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
23. SUBDIVISION WALLS SHALL BE LOCATED AND CONSTRUCTED IN ACCORDANCE WITH CHAPTER 4 OF THE UDC, AS AMENDED.
24. THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT IS 80%.
25. CONTOURS AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM A PREVIOUS SURVEY, PROVIDED BY WGI TO MANHARD CONSULTING. THE CONTOURS APPEAR TO BE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE SHOWN HEREON FOR INFORMATIONAL AND PLANNING PURPOSES ONLY.

OWNER'S CERTIFICATION

STATE OF COLORADO {
COUNTY OF DENVER { KNOW ALL MEN BY THESE PRESENTS

THAT, HUTTO DATA CENTER CAMPUS LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022095471 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, 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 SUBDIVISION IS TO BE KNOWN AS

HUTTO DATA CENTER CAMPUS SUBDIVISION ONE.

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

BY: LUKE PETERS, V.P. DEVELOPMENT OFFICER

HUTTO DATA CENTER CAMPUS LLC
1800 WAZEE STREET, SUITE 500
DENVER, CO 80202

STATE OF _____ {
COUNTY OF _____ { KNOW ALL MEN BY THESE PRESENTS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED NAME

MY COMMISSION EXPIRES ON: _____

CITY DEVELOPMENT SERVICES SIGNATURES

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF HUTTO, THIS THE ____ DAY OF _____, 2023.

ASHLEY BAILEY, AICP
DEVELOPMENT SERVICES DIRECTOR

DATE

PLANNING AND ZONING COMMISSION CHAIR

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE ____ DAY OF _____, 2023.

RICHARD HUDSON
PLANNING AND ZONING COMMISSION CHAIR

DATE

ENGINEER'S CERTIFICATION

STATE OF TEXAS {
COUNTY OF TRAVIS { KNOW ALL MEN BY THESE PRESENTS

I, KATIE BOLGER, 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.

KATIE BOLGER, P.E. NO. 143373
WGI, INC.
4700 MUELLER BOULEVARD, SUITE 300
AUSTIN, TEXAS 78723
512.669.5560
KATIE.BOLGER@WGINC.COM

DATE

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS {
COUNTY OF TRAVIS { KNOW ALL MEN BY THESE PRESENTS

I, ABRAM DASHNER, REGISTERED PUBLIC SURVEYOR, NO 5901, IN THE STATE OF TEXAS, DO 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 03/09/2023.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS

COUNTY, TEXAS, THIS _____ DAY OF _____, 2023.

ABRAM DASHNER, RPLS NO. 5901
MANHARD CONSULTING
6448 E HWY 290, SUITE B-105
AUSTIN, TEXAS 78723



158.731 ACRES - E.W. FRAME SURV., A-797 & E. RYAN SURV., A-542

3399 COUNTY ROAD 132, HUTTO, TX 78634

PRELIMINARY PLAT

REVISED: 9/11/23
PROJ. MGR.: AD
DRAWN BY: PWP
SURVEY DATE: 3/9/23
ISSUE DATE: 4/28/23
SCALE:

SHEET

7 OF 7

AGENDA ITEM REPORT

4.3.



To: Planning and Zoning Commission
Subject: Consideration and possible action on Hutto Data Center Campus Subdivision One Final Plat, 158.731 acres, more or less, of land, located on County Road 132.
Meeting: Tuesday, December 5, 2023
Department: Development Services
Staff Contact: John Byrum

BACKGROUND INFORMATION:

The proposed Hutto Data Center Final Plat consists of three industrial lots and right-of-way dedication, located on County Road 132, generally north of the east/west portion of County Road 132, south of US 79 and east of County Road 132. The property was annexed earlier this year and zoned Light Industrial (LI) in compliance with the Future Land Use Map for a proposed data center.

The surrounding land uses are as follows:

North: Railroad ROW and Oncor station (ETJ)

South: CR 132 ROW and a small portion of undeveloped land (AG zoning)

East: ETJ with Development Agreement

West: ETJ with Development Agreement

SUMMARY OF REQUEST:

STAFF REVIEW:

The application was reviewed to ensure consistency with the development standards of the Unified Development Code (UDC) and staff has determined that the request does comply with the UDC.

Staff recommends approval of the Hutto Data Center Final Plat with the condition that the Planning and Zoning Chair is updated to Susanna Boyer and the plat note stating TIF will be due based on Ordinance 2021-014 is added under plat notes.

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

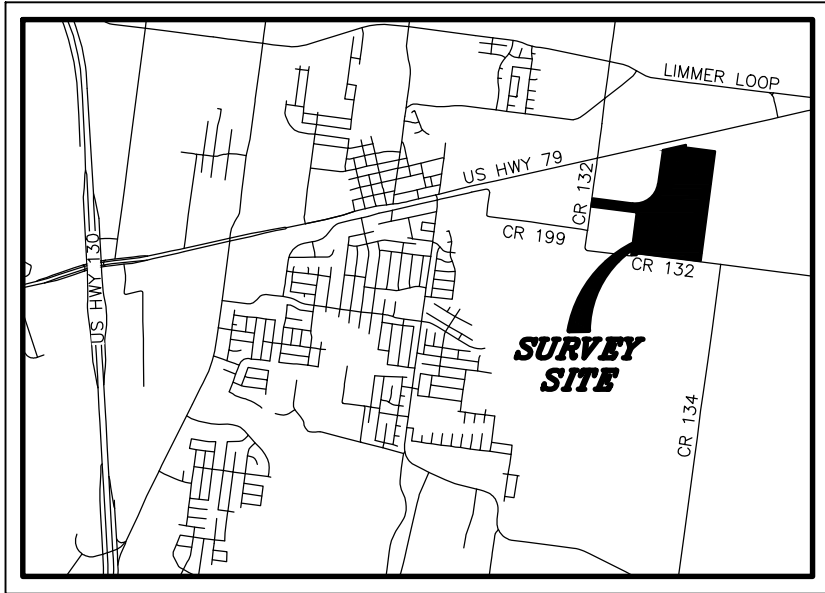
1. HDCCSubdivOneFP-Init-Plat(11-7-23)

AGENDA ITEM REPORT

4.3.



September 6, 2023 — 16:34 Dwg Name: P:\617104 WGN\001 3399 CR 132.dwg\Surf\Final Drawings\Plot of Subdivision\04001-FinalPlat.dwg Updated By: JSmith

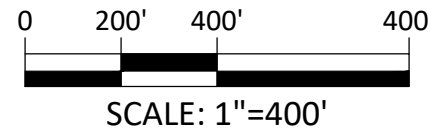


LOCATION MAP

NOT TO SCALE

BASIS OF BEARINGS

COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83), UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK AND ARE SURFACE VALUES. A SURFACE ADJUSTMENT FACTOR OF 1.00012 WAS USED.



FINAL PLAT

OF

HUTTO DATA CENTER CAMPUS SUBDIVISION ONE

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.

OWNER: HUTTO DATA CENTER CAMPUS LLC
BY: LUKE PETERS,
V.P. DEVELOPMENT OFFICER
1800 WAZEE STREET, SUITE 500
DENVER, CO 80202

ACREAGE: 158.731
PATENT SURVEY: E.W. FRAME SURVEY, ABSTRACT NO. 797
EDWARD RYAN SURVEY, ABSTRACT NO. 542
NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0
ACREAGE BY USE: COMMERCIAL: 158.731
NEW R.O.W.: N/A
NUMBER OF LOTS BY USE: INDUSTRIAL — 3

SURVEYOR: ABRAM DASHNER, RPLS NO. 5901
MANHARD CONSULTING
6448 E. HWY 290 STE. B-105
AUSTIN, TX 78723
(512)244-3395

ENGINEER: KATIE BOLGER, P.E. NO. 143373
WGI, INC.
4700 MUELLER BOULEVARD, SUITE 300
AUSTIN, TEXAS 78723
512.669.5560
KATIE.BOLGER@WGINC.COM

PROPERTY AREA

LOT 1 (INDUSTRIAL) = 1,870,480 SQ. FT. (42.940 ACRES)
LOT 2 (INDUSTRIAL) = 344,665 SQ. FT. (7.912 ACRES)
LOT 3 (INDUSTRIAL) = 4,270,649 SQ. FT. (98.041 ACRES)
RIGHT-OF-WAY DEDICATION = 289,973 SQ. FT. (6.657 ACRES)
RIGHT-OF-WAY DEDICATION = 138,571 SQ. FT. (3.181 ACRES)

TOTAL AREA = 6,914,338 SQ. FT. (158.731 ACRES)

DESCRIPTION

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND EDWARD RYAN SURVEY, ABSTRACT NO. 542 IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN 158.6744 ACRE TRACT OF LAND CONVEYED TO HUTTO DATA CENTER CAMPUS, LLC, BY DEED OF RECORD RECORDED IN DOCUMENT NO. 2022095471, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 158.731 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 132 (R.O.W. VARIES), BEING THE SOUTHEAST CORNER OF THAT CERTAIN 44.30 ACRE TRACT OF LAND CONVEYED TO LESCHBER INVESTMENTS, LP, BY DEED OF RECORD IN DOCUMENT NO. 2021178186 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHWESTERLY CORNER OF SAID 158.6744 ACRE TRACT AND HEREOF;

THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE, ALONG THE NORTH AND EAST LINES OF SAID 44.30 ACRE TRACT, BEING THE WEST LINE OF SAID 158.6744 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1.N07°25'59"E, A DISTANCE OF 1352.85 FEET TO A 3/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 44.30 ACRE TRACT, FOR AN ANGLE POINT HEREOF;
- 2.N82°48'22"W, A DISTANCE OF 1432.24 FEET TO A 1/2-INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 132, BEING THE NORTHWEST CORNER OF SAID 44.30 ACRE TRACT, FOR AN ANGLE POINT;

THENCE, N07°44'11"E, ALONG SAID EAST RIGHT-OF-WAY LINE, BEING THE WEST LINE OF SAID 158.6744 ACRE TRACT, A DISTANCE OF 250.35 FEET TO A 1/2-INCH IRON ROD WITH "DUNAWAY ASSOCIATES" CAP FOUND AT THE SOUTHWEST CORNER OF THAT CERTAIN 62.10 ACRE TRACT CONVEYED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2022127810 OF SAID OFFICIAL PUBLIC RECORDS, FOR AN ANGLE POINT IN SAID WEST LINE AND HEREOF;

THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE, ALONG THE SOUTH AND EAST LINES OF SAID 62.10 ACRE TRACT, BEING THE WEST LINE OF SAID 158.6744 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1.S82°47'47"E, A DISTANCE OF 1258.12 FEET TO A 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 2.ALONG SAID CURVE, HAVING A RADIUS OF 720.83 FEET, A CENTRAL ANGLE OF 89°15'23", AN ARC LENGTH OF 1122.92 FEET, AND A CHORD WHICH BEARS N52°59'55"E, A DISTANCE OF 1012.77 FEET TO 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET AT THE POINT OF TANGENCY OF SAID CURVE;
- 3.N08°10'55"E, A DISTANCE OF 1076.44 FEET TO 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET IN THE SOUTH RIGHT-OF-WAY LINE OF I. & G.N.R.Y COMPANY RAILROAD (200' PRIVATE R.O.W.), BEING THE NORTHEAST CORNER OF SAID 62.10 ACRE TRACT, FOR THE NORTHWESTERLY CORNER OF SAID 158.6744 ACRE TRACT AND HEREOF;

THENCE, N77°18'28"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, BEING THE NORTH LINE OF SAID 158.6744 ACRE TRACT, A DISTANCE OF 733.96 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF THE REMAINDER OF THAT CERTAIN 124.37 ACRE TRACT OF LAND CONVEYED TO TRJ NELSON PARTNERSHIP, BY DEED OF RECORD IN DOCUMENT NO. 2008056888 OF SAID OFFICIAL PUBLIC RECORDS, FOR ANGLE POINT IN SAID NORTH LINE AND HEREOF;

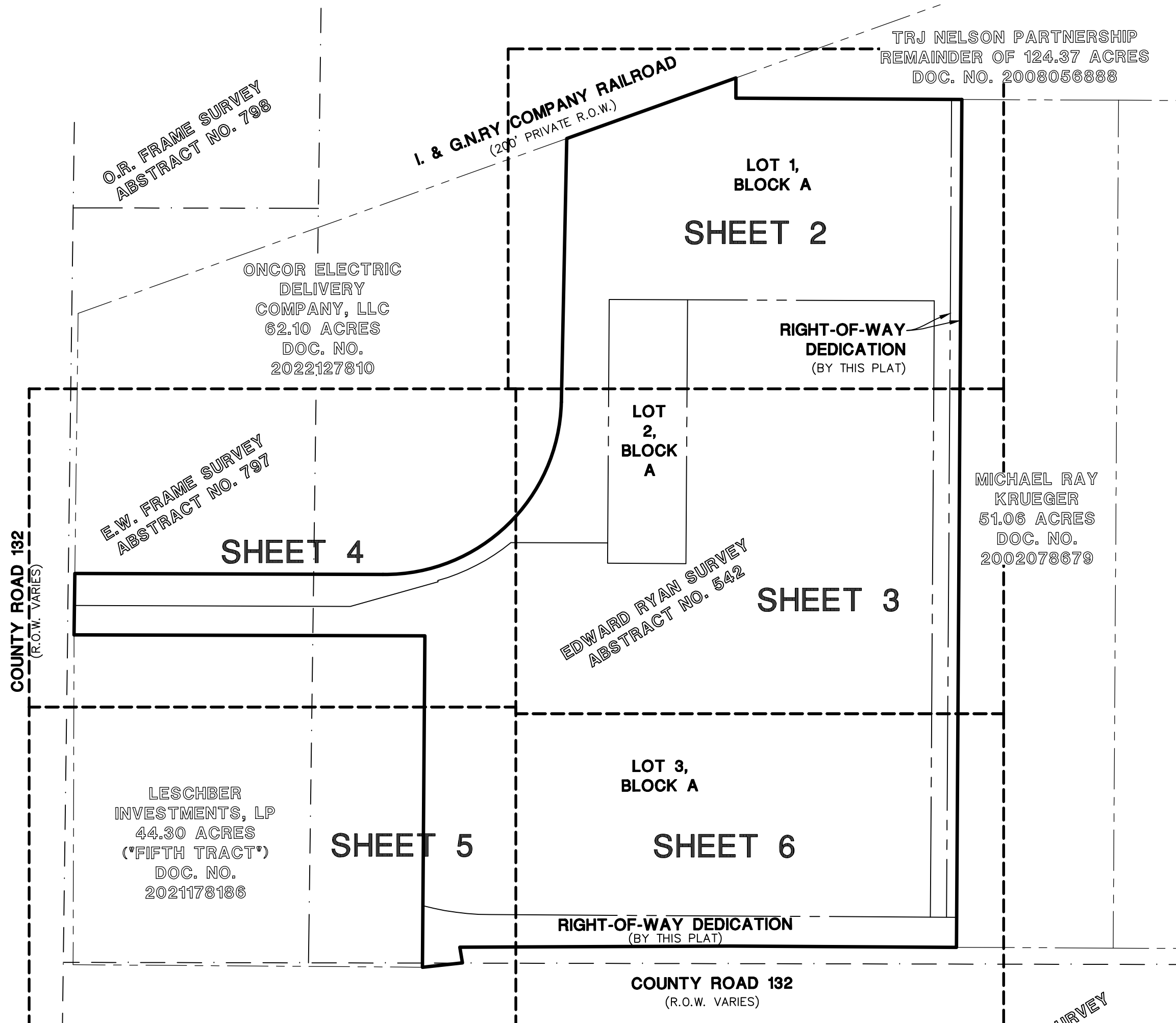
THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, ALONG THE WEST AND SOUTH LINES OF SAID 124.37 ACRE TRACT, BEING THE NORTH LINE OF SAID 158.6744 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1.S07°12'23"W, A DISTANCE OF 83.11 FEET TO A CONCRETE MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID 124.37 ACRE TRACT, FOR AN ANGLE POINT;
- 2.S82°39'59"E, A DISTANCE OF 922.69 FEET TO A 1/2-INCH IRON ROD WITH "RPLS 1847" CAP FOUND AT THE NORTHWEST CORNER OF THAT CERTAIN 51.06 ACRE TRACT CONVEYED TO MICHAEL RAY KRUEGER, BY DEED OF RECORD IN DOCUMENT NO. 2002078679 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHEASTERLY CORNER OF SAID 158.6744 ACRE TRACT AND HEREOF;

THENCE, S07°22'57"W, ALONG THE WEST LINE OF SAID 51.06 ACRE TRACT, BEING THE EAST LINE OF SAID 158.6744 ACRE TRACT, A DISTANCE OF 3461.58 FEET TO 1/2-INCH IRON ROD WITH "RPLS 1847" CAP FOUND IN SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 132, BEING THE SOUTHWEST CORNER OF SAID 51.06 ACRE TRACT, FOR THE SOUTHEASTERLY CORNER OF SAID 158.6744 ACRE TRACT AND HEREOF;

THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING THE SOUTH LINE OF SAID 158.6744 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1.N82°39'21"W, A DISTANCE OF 924.52 FEET TO A 1/2-INCH IRON ROD WITH "INLAND 4933" CAP FOUND, FOR AN ANGLE POINT;
- 2.N83°14'58"W, A DISTANCE OF 1103.13 FEET TO A 1/2-INCH IRON ROD WITH "INLAND 4933" CAP FOUND, FOR AN ANGLE POINT;
- 3.S02°08'58"E, A DISTANCE OF 64.74 FEET TO A 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP SET, FOR AN ANGLE POINT;
- 4.N89°06'39"W, A DISTANCE OF 163.94 FEET TO THE POINT OF BEGINNING, CONTAINING 158.731 ACRES (6,914,338 SQUARE FEET) OF LAND.



HUTTO DATA CENTER CAMPUS SUBDIVISION ONE

3399 COUNTY ROAD 132, HUTTO, TX 78634

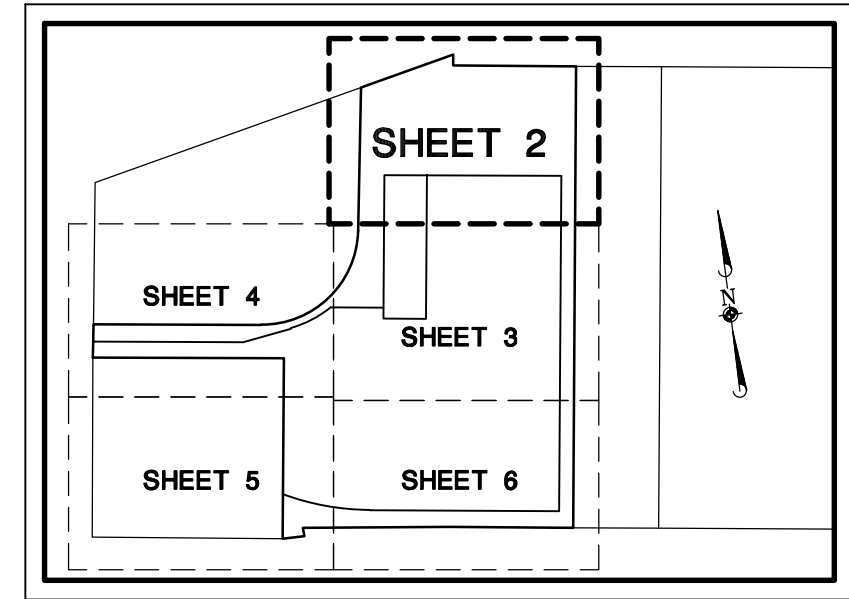
FINAL PLAT

REVISED: 9/11/23
PROJ. MGR.: AD
DRAWN BY: PWP
SURVEY DATE: 3/9/23
ISSUE DATE: 7/18/23
SCALE: 1"=400'

SHEET

1 OF 7

September 6, 2023 -- 16:34 -- Dwg Name: P:\617104 WG\001 3399 CR 132\dwg\Surv\Final Drawings\Plat of Subdivision\04001-FinalPlat.dwg Updated By: TSmith



VICINITY MAP

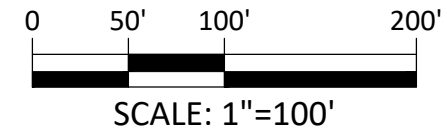
NOT TO SCALE

FINAL PLAT
OF
**HUTTO DATA CENTER
CAMPUS SUBDIVISION ONE**

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN
SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.

LEGEND

- = FOUND 1/2-INCH IRON ROD
- ◻ = FOUND CONCRETE MONUMENT
- = SET 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP
- = PROPERTY LINE
- - - = EASEMENT LINE
- - - - = ADJOINING PROPERTY LINE



I. & G.N.R.Y COMPANY RAILROAD
(200' PRIVATE R.O.W.)
N77°18'28"E 733.96'

TRJ NELSON PARTNERSHIP
REMAINDER OF 124.37
ACRES
DOC. NO. 2008056888

**S07°12'23"W
83.11'**

S82°39'59"E 922.69'
881.19'

"RPLS
1847"
41.50'

**EDWARD RYAN SURVEY
ABSTRACT NO. 542**

**LOT 1
BLOCK A
42.940 ACRES**

**41.5'
RIGHT-OF-WAY
DEDICATION
3.181 ACRES
(BY THIS PLAT)**

**MICHAEL RAY
KRUEGER
51.06 ACRES
DOC. NO.
2002078679**

**ONCOR ELECTRIC
DELIVERY
COMPANY, LLC
62.10 ACRES
DOC. NO.
2022127810**

N08°10'55"E 1076.44'

**S47°11'44"E
30.38'**

**VARIABLE WIDTH J.U.A.E.
HATCHED AREA
(BY THIS PLAT)**

**S82°43'12"E
187.24'**

**2.405 ACRE
CHANNEL ESMT.
HEREBY DEDICATED**

**N08°10'55"E 459.47'
S08°10'55"W 442.17'**

**LOT 2
BLOCK A
7.912 ACRES**

S82°44'04"E 1327.31'

1007.28'

**LOT 3
BLOCK A
98.041 ACRES**

MATCHLINE - SEE SHEET 3



HUTTO DATA CENTER CAMPUS SUBDIVISION ONE

3399 COUNTY ROAD 132, HUTTO, TX 78634

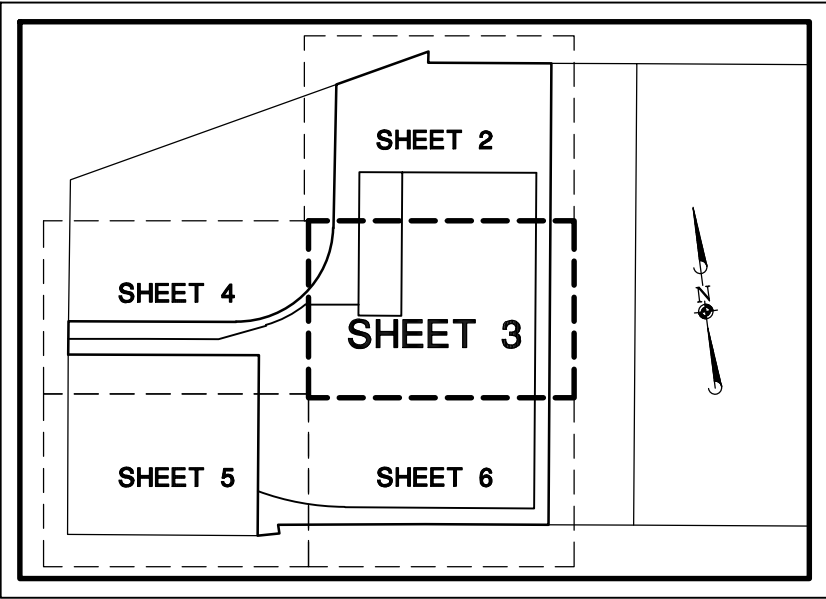
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SHEET

2 OF 7

September 6, 2023 -- 16:34 -- Dwg Name: P:\617104 WG\001 3399 CR 132\dwg\Surv\Final Drawings\Plat of Subdivision\04001-FinalPlat.dwg Updated By: JSmith



VICINITY MAP

NOT TO SCALE

ONCOR ELECTRIC
DELIVERY
COMPANY, LLC
62.10 ACRES
DOC. NO.
2022127810

LOT 1
BLOCK A
42.940
ACRES

2.405 ACRE
CHANNEL ESMT.
HEREBY DEDICATED

N82°47'55"W 394.98'
VARIABLE WIDTH J.U.A.E.
HATCHED AREA
(BY THIS PLAT)

993.98'
N07°23'11"E 1076.61'

82.63'

N82°36'49"W 320.04'

LOT 2
BLOCK A
7.912 ACRES

S07°23'11"W 1077.28'

LOT 3
BLOCK A
98.041 ACRES

EDWARD RYAN SURVEY
ABSTRACT NO. 542

MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 6

41.5'
RIGHT-OF-WAY
DEDICATION
3.181 ACRES
(BY THIS PLAT)

LOT 1
BLOCK A
42.940 ACRES

S07°23'11"W 2516.35'

N07°22'57"E 3339.05'
3339.06'
S07°22'57"W 3461.58'

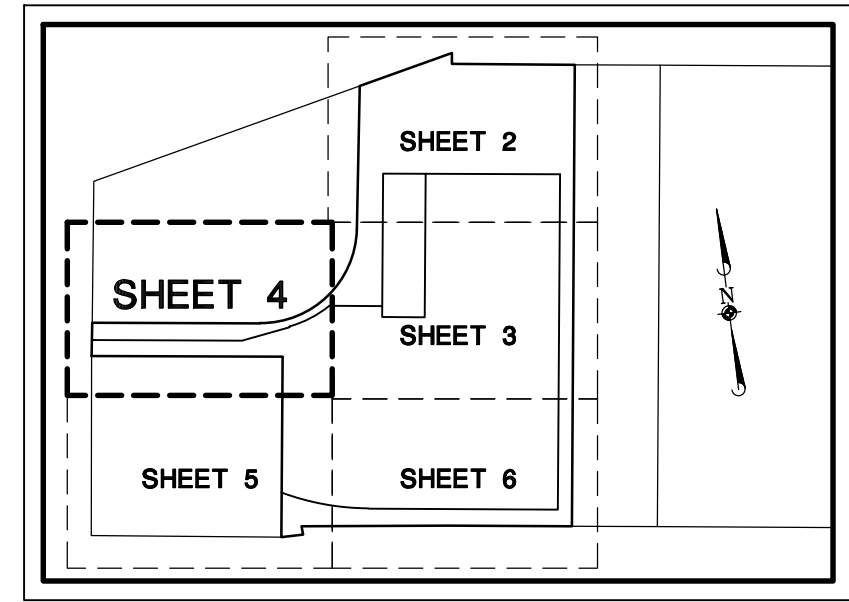
MICHAEL RAY
KRUEGER
51.06 ACRES
DOC. NO.
2002078679



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

 6448 E Highway 290, Ste. B-105, Austin, TX 78723, ph: 512.244.3395, manhard.com Civil Engineers Surveyors Water Resource Engineers Water & Waste Water Engineers Construction Managers Environmental Scientists Landscape Architects Planners Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-21732 (Eng)	
HUTTO DATA CENTER CAMPUS SUBDIVISION ONE	
3399 COUNTY ROAD 132, HUTTO, TX 78634	
FINAL PLAT	
REVISED: 9/11/23	
PROJ. MGR.: AD	
DRAWN BY: PWP	
SURVEY DATE: 3/9/23	
ISSUE DATE: 7/18/23	
SCALE: 1"=100'	
SHEET 3 OF 7	

September 6, 2023 -- 16:34 -- Dwg Name: P:\617104 WG\001 3399 CR 132\dwg\Surv\Final Drawings\Plat of Subdivision\04001-FinalPlat.dwg Updated By: TSmith



VICINITY MAP

NOT TO SCALE

FINAL PLAT
OF
**HUTTO DATA CENTER
CAMPUS SUBDIVISION ONE**

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.



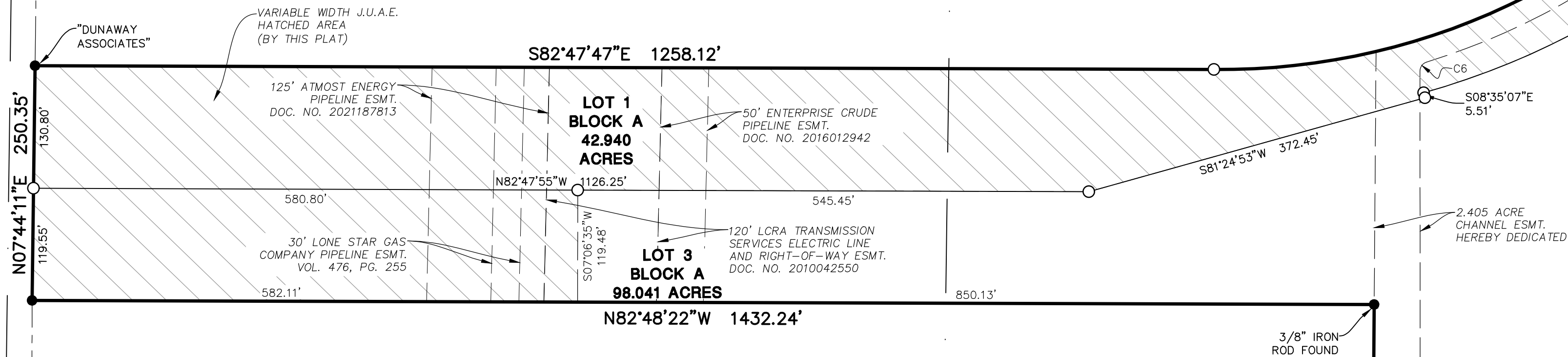
E.W. FRAME SURVEY
ABSTRACT NO. 797

ONCOR ELECTRIC
DELIVERY COMPANY, LLC
62.10 ACRES
DOC. NO. 2022127810

EDWARD RYAN SURVEY
ABSTRACT NO. 542

MATCHLINE - SEE SHEET 3

COUNTY ROAD 132
(R.O.W. VARIES)



LESCHBER INVESTMENTS, LP
44.30 ACRES
(*FIFTH TRACT*)
DOC. NO. 2021178186

MATCHLINE - SEE SHEET 5



HUTTO DATA CENTER CAMPUS SUBDIVISION ONE

3399 COUNTY ROAD 132, HUTTO, TX 78634

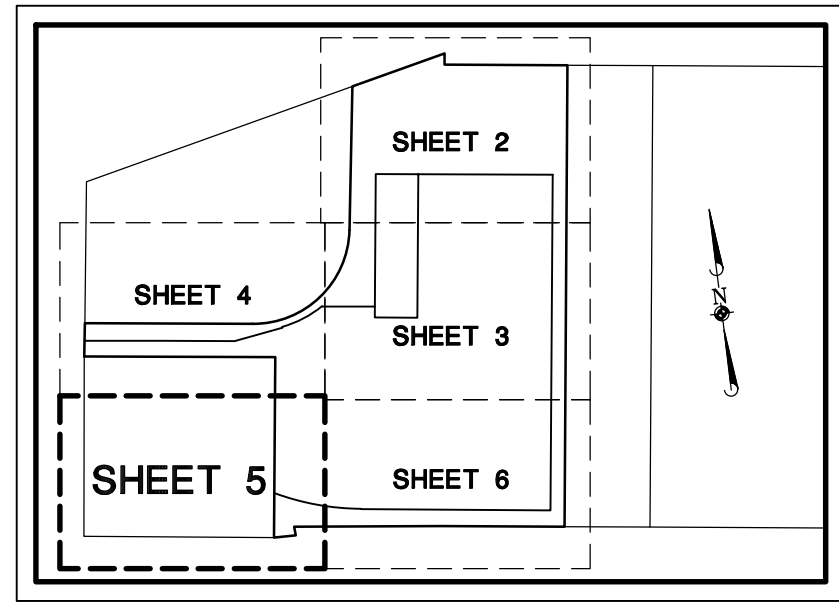
FINAL PLAT

REVISED: 9/11/23
PROJ. MGR.: AD
DRAWN BY: PWP
SURVEY DATE: 3/9/23
ISSUE DATE: 7/18/23
SCALE: 1"=100'

SHEET

4 OF 7

September 6, 2023 -- 16:34 -- Dwg Name: P:\617104 WG\001 3399 CR 132\dwg\Surv\Final Drawings\Plat of Subdivision\04001-FinalPlat.dwg Updated By: TSmith



VICINITY MAP

NOT TO SCALE

FINAL PLAT
OF
**HUTTO DATA CENTER
CAMPUS SUBDIVISION ONE**

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN
SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.



MATCHLINE - SEE SHEET 4

COUNTY ROAD 132
(R.O.W. VARIES)

E.W. FRAME SURVEY
ABSTRACT NO. 797

LESCHBER INVESTMENTS, LP
44.30 ACRES
(*FIFTH TRACT*)
DOC. NO. 2021178186

APPROX. SURVEY ABSTRACT LINE

APPROX. SURVEY ABSTRACT LINE

COUNTY ROAD 132
(R.O.W. VARIES)

J.H. FREDENBURGH SURVEY
ABSTRACT NO. 237

N07°25'59"E 1352.85'

1102.04' N07°25'59"E 1371.93'

S06°58'14"W 1238.30'

LOT 3
BLOCK A
98.041 ACRES

2.405 ACRE
CHANNEL ESMT.
HEREBY DEDICATED

S23°08'38"W
123.48'

0.371 ACRE
58' CHANNEL EASEMENT
(BY SEPARATE INSTRUMENT)

RIGHT-OF-WAY
DEDICATION
6.657 ACRES
(BY THIS PLAT)

"INLAND
4933"

N89°06'39"W
163.94'

POINT OF
BEGINNING

S02°08'58"E
64.74'

MATCHLINE - SEE SHEET 6

HUTTO DATA CENTER CAMPUS SUBDIVISION ONE

3399 COUNTY ROAD 132, HUTTO, TX 78634

FINAL PLAT

REVISED: 9/11/23
PROJ. MGR.: AD
DRAWN BY: PWP
SURVEY DATE: 3/9/23
ISSUE DATE: 7/18/23
SCALE: 1"=100'

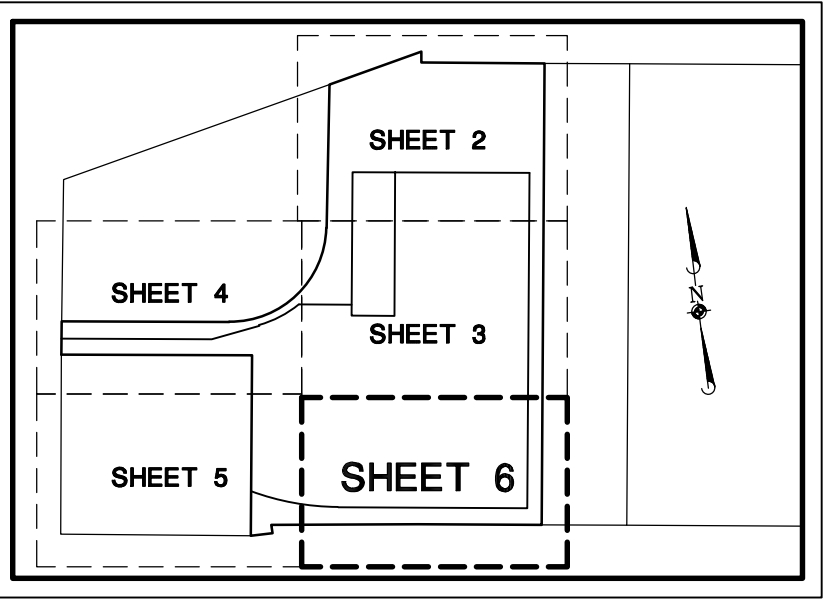
SHEET

5 OF 7



September 6, 2023 -- 16:34 -- Dwg Name: P:\617104 WG\001 3399 CR 132.dwg\Surv\Final Drawings\Plat of Subdivision\04001-FinalPlat.dwg Updated By: TSmith

MATCHLINE - SEE SHEET 5



FINAL PLAT OF HUTTO DATA CENTER CAMPUS SUBDIVISION ONE

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.



MATCHLINE - SEE SHEET 3

LOT 3
BLOCK A
98.041 ACRES

EDWARD RYAN SURVEY
ABSTRACT NO. 542

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	720.83'	89°15'23"	1122.92'	N52°59'55"E	1012.77'
C2	822.10'	23°38'29"	339.22'	S69°35'38"W	336.81'
C3	1110.00'	14°17'55"	277.01'	N75°30'11"W	276.29'
C4	720.83'	75°46'10"	953.24'	N45°52'42"E	885.29'
C5	745.83'	71°55'50"	936.33'	S43°57'43"W	876.04'
C6	10.00'	72°57'25"	12.73'	S43°26'56"W	11.89'
C7	1110.00'	1°15'05"	24.24'	N68°58'46"W	24.24'

LOT 1
BLOCK A
42.940 ACRES

MICHAEL RAY
KRUEGER
51.06 ACRES
DOC. NO.
2002078679

41.5'
RIGHT-OF-WAY
DEDICATION
3.181 ACRES
(BY THIS PLAT)

RIGHT-OF-WAY
DEDICATION
6.657 ACRES
(BY THIS PLAT)

N83°14'58"W 1103.13'

COUNTY ROAD 132
(R.O.W. VARIES)

N82°39'21"W 924.52'

APPROX. SURVEY ABSTRACT LINE

J. H. FREDENBURGH SURVEY
ABSTRACT NO. 237



HUTTO DATA CENTER CAMPUS SUBDIVISION ONE

3399 COUNTY ROAD 132, HUTTO, TX 78634

FINAL PLAT

REVISED: 9/11/23
PROJ. MGR.: AD
DRAWN BY: PWP
SURVEY DATE: 3/9/23
ISSUE DATE: 7/18/23
SCALE: 1"=100'

SHEET
6 OF 7

September 6, 2023 — 16:34 Dwg Name: P:\617104 WG\001 3399 CR 132\dwg\Sur\Final Drawings\Plat of Subdivision\04001-FinalPlat.dwg Updated By: TSmith

FINAL PLAT
OF
HUTTO DATA CENTER
CAMPUS SUBDIVISION ONE

158.731 ACRES OUT OF THE E.W. FRAME SURVEY, ABSTRACT NO. 797 AND THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, WILLIAMSON COUNTY, TEXAS.

PLAT 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 TO UDC REQUIREMENTS, AS AMENDED.
3. A 10’ P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR WATER, SEWER, AND STORM SEWER.
4. 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.
5. A 3’ P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL INTERIOR SIDE LOT LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
7. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
8. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
9. TREES SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
10. 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.
11. 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.
12. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
- WATER: CITY OF HUTTO
- WASTEWATER: CITY OF HUTTO
- ELECTRIC: ONCOR
- GAS (NATURAL OR PROPANE): N/A
13. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
14. NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE MAP) COMMUNITY PANEL NUMBER 48491C0520F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
15. FINISH FLOOR ELEVATION FOR RESIDENTIAL LOTS ADJACENT TO THE PROPOSED/EXISTING PODS, PROPOSED/EXISTING CHANNELS OR EXISTING 100–YR FLOODPLAIN SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 100–YEAR FLOODPLAIN OR 100–YEAR WATER SURFACE ELEVATION, WHICHEVER IS GREATER.
16. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
17. 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.
18. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
19. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER’S ASSOCIATION.

PLAT NOTES CTD.

20. AMENITY, OPEN SPACE AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER’S ASSOCIATION.
21. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC, AS AMENDED.
22. THIS SUBDIVISION IS ZONED "LI" (LIGHT INDUSTRIAL) BY THE CITY OF HUTTO PER RESOLUTION R–2023–103, OF RECORD IN DOCUMENT NO. 2023037668, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
23. SUBDIVISION WALLS SHALL BE LOCATED AND CONSTRUCTED IN ACCORDANCE WITH CHAPTER 4 OF THE UDC, AS AMENDED.
24. THE MAXIMUM IMPERVIOUS COVERAGE PER NON–RESIDENTIAL LOT IS 80%.
25. CONTOURS AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM A PREVIOUS SURVEY, PROVIDED BY WGI TO MANHARD CONSULTING. THE CONTOURS APPEAR TO BE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE SHOWN HEREON FOR INFORMATIONAL AND PLANNING PURPOSES ONLY.

OWNER’S CERTIFICATION

STATE OF COLORADO {
COUNTY OF DENVER { KNOW ALL MEN BY THESE PRESENTS

THAT, HUTTO DATA CENTER CAMPUS LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022095471 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, 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 SUBDIVISION IS TO BE KNOWN AS

HUTTO DATA CENTER CAMPUS SUBDIVISION ONE.

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

BY: LUKE PETERS, V.P. DEVELOPMENT OFFICER

HUTTO DATA CENTER CAMPUS LLC
1800 WAZEE STREET, SUITE 500
DENVER, CO 80202

STATE OF _____ {
COUNTY OF _____ { KNOW ALL MEN BY THESE PRESENTS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED NAME

MY COMMISSION EXPIRES ON: _____

CITY DEVELOPMENT SERVICES SIGNATURES

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF HUTTO, THIS THE ____ DAY OF _____, 2023.

ASHLEY BAILEY, AICP
DEVELOPMENT SERVICES DIRECTOR

PLANNING AND ZONING COMMISSION CHAIR

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE ____ DAY OF _____, 2023.

RICHARD HUDSON
PLANNING AND ZONING COMMISSION CHAIR

ENGINEER’S CERTIFICATION

STATE OF TEXAS {
COUNTY OF TRAVIS { KNOW ALL MEN BY THESE PRESENTS

I, KATIE BOLGER, 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.

KATIE BOLGER, P.E. NO. 143373
WGI, INC.
4700 MUELLER BOULEVARD, SUITE 300
AUSTIN, TEXAS 78723
512.669.5560
KATIE.BOLGER@WGIINC.COM

SURVEYOR’S CERTIFICATION:

STATE OF TEXAS {
COUNTY OF TRAVIS { KNOW ALL MEN BY THESE PRESENTS

I, ABRAM DASHNER, REGISTERED PUBLIC SURVEYOR, NO 5901, IN THE STATE OF TEXAS, DO 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 03/09/2023.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS

COUNTY, TEXAS, THIS _____ DAY OF _____, 2023.

ABRAM DASHNER, RPLS NO. 5901
MANHARD CONSULTING
6448 E HWY 290, SUITE B–105
AUSTIN, TEXAS 78723

ManhardCONSULTING

6448 E Highway 290, Ste. B-105, Austin, TX 78723, ph: 512.244.3395, manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194734 (Surv), F-21732 (Eng)

HUTTO DATA CENTER CAMPUS SUBDIVISION ONE

3399 COUNTY ROAD 132, HUTTO, TX 78634

FINAL PLAT

REVISED: 9/11/23

PROJ. MGR.: AD

DRAWN BY: PWP

SURVEY DATE: 3/9/23

ISSUE DATE: 7/18/23

SCALE:

SHEET

7 OF 7

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AGENDA ITEM REPORT

4.4.



To: Planning and Zoning Commission
Subject: Consideration and possible action on the proposed Hutto Crossing Phase 4 Section 19 Final Plat, 12.105 acres, more or less, of land, comprised of 77 residential lots and 2 open space lots, located north of Carl Stern Drive.
Meeting: Tuesday, December 5, 2023
Department: Development Services
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The proposed Hutto Crossing Phase 4 Section 19 Final Plat consists of seventy-seven residential lots and two open space lots, located on Carl Stern Drive, generally north of Carl Stern Drive and west of Chris Kelley Boulevard. The current zoning on the property is Planned Unit Development (PUD), with the proposed use being single-family attached. This property is surrounded by PUD to the east, west and south and industrial to the north of US 79.

The property was annexed in 2012 and subsequently zoned as PUD for commercial, residential, and open space. The tract is being developed as residential in compliance with the PUD.

SUMMARY OF REQUEST:

STAFF REVIEW:

The 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 does comply with the PUD and UDC.

Staff recommends approval of the Hutto Crossing Phase 4 Section 19 Final Plat with the condition that the Planning and Zoning Chair name is updated to Susanna Boyer.

FISCAL NOTES:

N/A

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

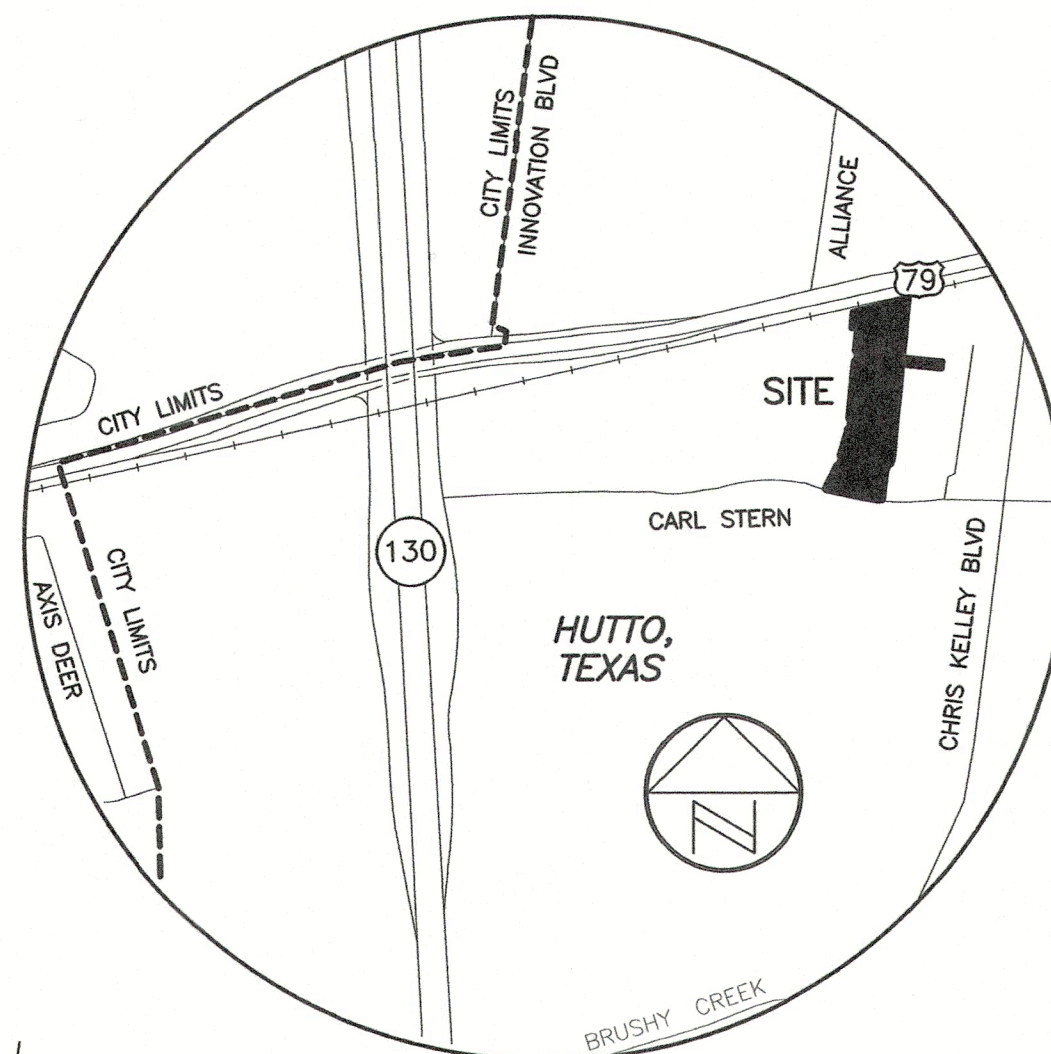
1. HCPH4Sec19FP-U2-Plat(11-6-23)

AGENDA ITEM REPORT

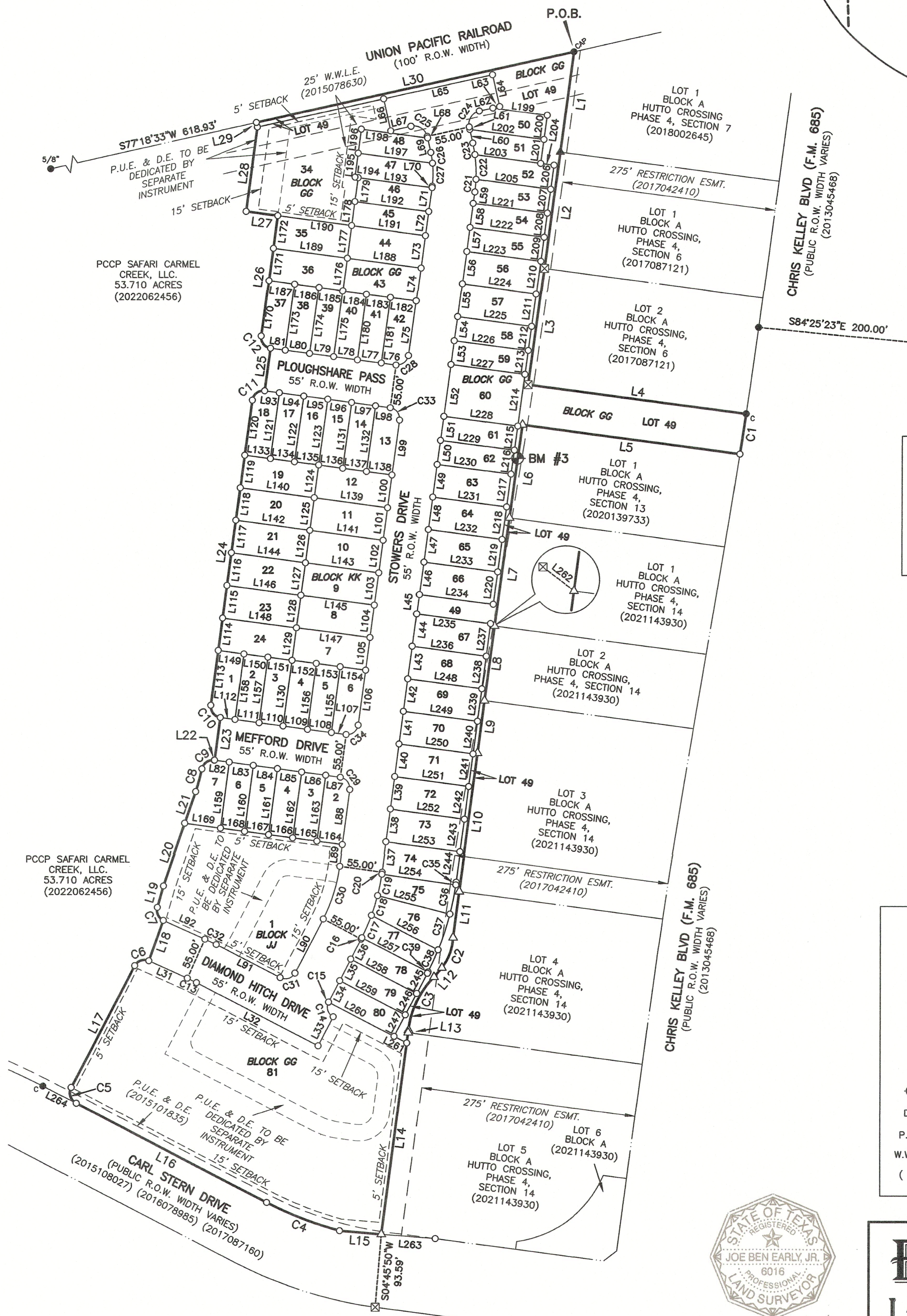
4.4.



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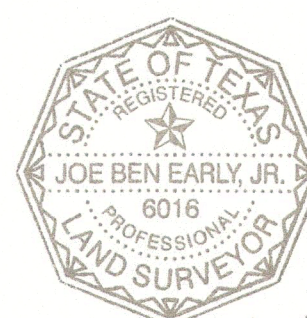
LOCATION MAP
SCALE 1" = 2000'



VERTICAL DATUM: NAVD 88 (GEOID 12B)

EARLY LAND SURVEYING, LLC
CONTACT: JOE BEN EARLY, JR., RPLS
P O BOX 92588
AUSTIN, TX 78709
512-202-8631

- 1/2" REBAR FOUND (OR AS NOTED)
- ^C 1/2" REBAR WITH "CAPITAL" CAP FOUND
- ^{CAP} 1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
- 1/2" REBAR WITH "EARLY BOUNDARY" CAP TO BE SET
- ▲ MAG NAIL FOUND
- △ MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
- ☒ "X" IN CONCRETE FOUND
- ⊕ CONTROL POINT/BENCHMARK LOCATION
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- W.W.L.E. WASTEWATER LINES EASEMENT
- () RECORD INFORMATION



THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
PELS FIRM NO. 10194487

PROJECT NO.:
1063-001

DRAWING NO.:
1063-001-PL-P4-S19

PLOT DATE:
10/30/23

PLOT SCALE:
1" = 100'

DRAWN BY:
MAW & JBE

SHEET
01 OF 04

FINAL PLAT OF
HUTTO CROSSING
PHASE 4 SECTION 19

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°37'28"W	129.60'
L2	S07°31'17"W	150.16'
L3	S07°35'47"W	149.99'
L4	S82°22'20"E	281.94'
L5	N82°22'20"W	281.20'
L6	S07°42'01"W	120.00'
L7	S07°37'19"W	139.85'
L8	S07°37'19"W	96.30'
L9	S07°37'19"W	67.62'
L10	S07°34'42"W	178.62'
L11	S07°34'42"W	59.08'
L12	S40°51'40"W	15.50'
L13	S07°30'16"W	3.00'
L14	S07°30'16"W	260.06'
L15	N85°23'55"W	53.90'
L16	N62°35'02"W	275.28'
L17	N27°36'38"E	175.42'
L18	N19°53'06"E	55.15'
L19	N16°01'39"E	28.39'
L20	N19°05'48"E	84.71'
L21	N19°05'48"E	42.87'
L22	S82°24'23"E	0.56'
L23	N07°35'37"E	55.00'
L24	N07°35'37"E	394.02'
L25	N07°35'37"E	55.00'
L26	N07°35'37"E	154.98'
L27	N82°24'23"W	41.01'
L28	N07°35'37"E	108.99'
L29	N12°41'27"W	6.00'
L30	N77°18'33"E	414.52'
L31	S65°54'19"E	54.32'
L32	S62°35'02"E	175.01'
L33	N27°24'58"E	42.00'
L34	N27°24'58"E	30.87'
L35	N27°24'58"E	31.00'
L36	N27°24'58"E	29.11'
L37	N07°35'37"E	39.29'
L38	N07°35'37"E	42.00'
L39	N07°35'37"E	42.00'
L40	N07°35'37"E	42.00'
L41	N07°35'37"E	42.00'
L42	N07°35'37"E	42.00'
L43	N07°35'37"E	42.00'
L44	N07°35'37"E	42.00'
L45	N07°35'37"E	25.00'
L46	N07°35'37"E	42.00'
L47	N07°35'37"E	42.00'
L48	N07°35'37"E	42.00'
L49	N07°35'37"E	42.00'
L50	N07°35'37"E	31.00'
L51	N07°35'37"E	31.00'
L52	N07°35'37"E	66.78'
L53	N07°35'37"E	31.00'
L54	N07°35'37"E	31.00'
L55	N07°35'37"E	42.00'
L56	N07°35'37"E	42.00'
L57	N07°35'37"E	31.00'
L58	N07°35'37"E	31.00'
L59	N07°35'37"E	14.81'
L60	N12°41'27"W	17.76'
L61	N12°41'27"W	3.24'
L62	N77°18'33"E	17.67'
L63	N77°18'33"E	8.84'
L64	N12°41'27"W	42.00'
L65	S77°18'33"W	142.00'
L66	S12°41'27"E	42.00'
L67	N77°18'33"E	26.50'
L68	S12°41'27"E	2.10'
L69	S12°41'27"E	18.89'
L70	S07°35'37"W	1.81'
L71	S07°35'37"W	31.00'
L72	S07°35'37"W	31.00'
L73	S07°35'37"W	42.00'
L74	S07°35'37"W	42.00'
L75	S07°35'37"W	70.98'
L76	N82°24'23"W	19.00'
L77	N82°24'23"W	31.00'
L78	N82°24'23"W	31.00'
L79	N82°24'23"W	31.00'
L80	N82°24'23"W	31.00'
L81	N82°24'23"W	19.00'
L82	S82°24'23"E	19.00'
L83	S82°24'23"E	31.00'
L84	S82°24'23"E	31.00'
L85	S82°24'23"E	31.00'
L86	S82°24'23"E	31.00'
L87	S82°24'23"E	19.00'
L88	S07°35'37"W	71.01'
L89	S07°35'37"W	28.05'
L90	S27°24'58"W	77.98'
L91	N62°35'02"W	92.08'
L92	N65°54'19"W	58.37'
L93	S82°24'23"E	19.00'
L94	S82°24'23"E	31.00'
L95	S82°24'23"E	31.00'
L96	S82°24'23"E	31.00'
L97	S82°24'23"E	31.00'
L98	S82°24'23"E	19.00'
L99	S07°35'37"W	71.02'
L100	S07°35'37"W	42.00'

L101	S07°35'37"W	42.00'
L102	S07°35'37"W	42.00'
L103	S07°35'37"W	42.00'
L104	S07°35'37"W	42.00'
L105	S07°35'37"W	42.00'
L106	S07°35'37"W	71.00'
L107	N82°24'23"W	19.00'
L108	N82°24'23"W	31.00'
L109	N82°24'23"W	31.00'
L110	N82°24'23"W	31.00'
L111	N82°24'23"W	31.00'
L112	N82°24'23"W	19.00'
L113	N07°35'37"E	71.00'
L114	N07°35'37"E	42.00'
L115	N07°35'37"E	42.00'
L116	N07°35'37"E	42.00'
L117	N07°35'37"E	42.00'
L118	N07°35'37"E	42.00'
L119	N07°35'37"E	42.00'
L120	N07°35'37"E	71.02'
L121	S07°35'37"W	85.02'
L122	S07°35'37"W	85.02'
L123	S07°35'37"W	85.02'
L124	S07°35'37"W	42.00'
L125	S07°35'37"W	42.00'
L126	S07°35'37"W	42.00'
L127	S07°35'37"W	42.00'
L128	S07°35'37"W	42.00'
L129	S07°35'37"W	42.00'
L130	S07°35'37"W	85.00'
L131	S07°35'37"W	85.02'
L132	S07°35'37"W	85.02'
L133	S82°24'23"E	33.00'
L134	S82°24'23"E	31.00'
L135	S82°24'23"E	31.00'
L136	S82°24'23"E	31.00'
L137	S82°24'23"E	31.00'
L138	S82°24'23"E	33.00'
L139	N82°24'23"W	95.00'
L140	N82°24'23"W	95.00'
L141	N82°24'23"W	95.00'
L142	N82°24'23"W	95.00'
L143	N82°24'23"W	95.00'
L144	N82°24'23"W	95.00'
L145	N82°24'23"W	95.00'
L146	N82°24'23"W	95.00'
L147	N82°24'23"W	95.00'
L148	N82°24'23"W	95.00'
L149	S82°24'23"E	33.00'
L150	S82°24'23"E	31.00'
L151	S82°24'23"E	31.00'
L152	S82°24'23"E	31.00'
L153	S82°24'23"E	31.00'
L154	S82°24'23"E	33.00'
L155	S07°35'37"W	85.00'
L156	S07°35'37"W	85.00'
L157	S07°35'37"W	85.00'
L158	S07°35'37"W	85.00'
L159	S07°35'37"W	85.01'
L160	S07°35'37"W	85.01'
L161	S07°35'37"W	85.01'
L162	S07°35'37"W	85.01'
L163	S07°35'37"W	85.01'
L164	N82°24'23"W	33.00'
L165	N82°24'23"W	31.00'
L166	N82°24'23"W	31.00'
L167	N82°24'23"W	31.00'
L168	N82°24'23"W	31.00'
L169	N82°24'23"W	46.12'
L170	N07°35'37"E	70.98'
L171	N07°35'37"E	42.00'
L172	N07°35'37"E	42.00'
L173	S07°35'37"W	84.98'
L174	S07°35'37"W	84.98'
L175	N07°35'37"E	84.98'
L176	N07°35'37"E	42.00'
L177	N07°35'37"E	42.00'
L178	N07°35'37"E	31.00'
L179	N07°35'37"E	31.00'
L180	S07°35'37"W	84.98'
L181	S07°35'37"W	84.98'
L182	N82°24'23"W	33.00'
L183	N82°24'23"W	31.00'
L184	N82°24'23"W	31.00'
L185	N82°24'23"W	31.00'
L186	N82°24'23"W	31.00'
L187	N82°24'23"W	33.00'
L188	N82°24'23"W	95.00'
L189	N82°24'23"W	95.00'
L190	S82°24'23"E	95.00'
L191	S82°24'23"E	95.00'
L192	S82°24'23"E	95.00'
L193	N82°24'23"W	95.00'
L194	N82°24'23"W	4.13'
L195	N07°35'37"E	31.00'
L196	N07°35'37"E	31.00'
L197	S82°24'23"E	95.60'
L198	S82°24'23"E	84.98'
L199	S82°24'23"E	69.64'
L200	S07°35'37"W	31.00'
L201	S07°35'37"W	31.00'
L202	S82°24'23"E	95.15'

L203	S82°24'23"E	84.37'
L204	S82°24'23"E	17.02'
L205	S82°24'23"E	95.74'
L206	S07°35'37"W	31.00'
L207	S07°35'37"W	31.00'
L208	S07°35'37"W	31.00'
L209	S07°35'37"W	31.00'
L210	S07°35'37"W	42.00'
L211	S07°35'37"W	42.00'
L212	S07°35'37"W	31.00'
L213	S07°35'37"W	31.00'
L214	S07°35'37"W	66.78'
L215	S07°35'37"W	31.00'
L216	S07°35'37"W	31.00'
L217	S07°35'37"W	42.00'
L218	S07°35'37"W	42.00'
L219	S07°35'37"W	42.00'
L220	S07°35'37"W	42.00'
L221	S82°24'23"E	95.00'
L222	S82°24'23"E	95.00'
L223	S82°24'23"E	95.00'
L224	S82°24'23"E	95.00'
L225	S82°24'23"E	95.00'
L226	S82°24'23"E	95.00'
L227	S82°24'23"E	95.00'
L228	S82°24'23"E	95.00'
L229	S82°24'23"E	95.00'
L230	S82°24'23"E	95.00'
L231	S82°24'23"E	95.00'
L232	S82°24'23"E	95.00'
L233	S82°24'23"E	95.00'
L234	S82°24'23"E	95.00'
L235	S82°24'23"E	95.00'
L236	S82°24'23"E	95.00'
L237	S07°35'37"W	42.00'
L238	S07°35'37"W	42.00'
L239	S07°35'37"W	42.00'
L240	S07°35'37"W	42.00'
L241	S07°35'37"W	42.00'
L242	S07°35'37"W	42.00'
L243	S07°35'37"W	42.00'
L244	S07°35'37"W	39.27'
L245	S27°24'58"W	29.11'
L246	S27°24'58"W	31.00'
L247	S27°24'58"W	31.00'
L248	S82°24'23"E	95.00'
L249	S82°24'23"E	95.00'
L250	S82°24'23"E	95.00'
L251	S82°24'23"E	95.00'
L252	S82°24'23"E	95.00'
L253	S82°24'23"E	95.00'
L254	S81°50'31"E	95.00'
L255	S75°39'07"E	95.00'
L256	S62°35'02"E	95.56'
L257	S62°35'02"E	95.00'
L258	S62°35'02"E	95.00'
L259	S62°35'02"E	95.00'
L260	S62°35'02"E	95.00'
L261	S62°35'02"E	18.37'
L262	N52°03'52"W	0.17'
L263	S85°23'55"E	68.87'
L264	N62°35'02"W	47.71'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	8400.00'	0°21'12"	51.80'	S08°31'01"W	51.80'
C2	61.66'	39°08'31"	42.12'	S20°10'26"W	41.31'
C3	113.83'	38°46'08"	77.02'	S24°59'57"W	75.56'
C4	456.50'	12°34'03"	100.13'	N68°51'39"W	99.93'
C5	15.00'	90°11'39"	23.61'	N17°29'12"W	21.25'
C6	14.00'	86°29'03"	21.13'	N70°51'09"E	19.18'
C7	14.00'	81°55'58"	20.02'	N24°56'20"W	18.36'
C8	229.00'	7°33'57"	30.24'	N15°17'19"E	30.22'
C9	14.00'	86°06'46"	21.04'	N54°32'14"E	19.12'
C10	14.00'	90°00'00"	21.99'	N37°24'23"W	19.80'
C11	14.00'	90°00'00"	21.99'	N52°35'37"E	19.80'
C12	14.00'	90°00'00"	21.99'	N37°24'23"W	19.80'
C13	221.00'	3°19'17"	12.81'	S64°14'41"E	12.81'
C14	13.88'	90°12'56"	21.85'	N17°41'23"W	19.66'
C15	13.88'	0°32'51"	0.13'	N27°41'31"E	0.13'
C16	260.00'	0°25'01"	1.89'	N27°12'27"E	1.89'
C17	260.00'	6°51'03"	31.09'	N23°34'26"E	31.07'
C18	260.00'	5°48'01"	26.32'	N17°14'54"E	26.31'
C19	260.00'	6°11'24"	28.09'	N11°15'11"E	28.08'
C20	260.00'	0°33'53"	2.56'	N07°52'33"E	2.56'
C21	177.50'	5°14'05"	16.22'	N04°58'35"E	16.21'
C22	177.50'	10°11'05"	31.55'	N02°44'00"W	31.51'
C23	177.50'	4°51'54"	15.07'	N10°15'30"W	15.07'
C24	17.00'	90°00'00"	26.70'	N32°18'33"E	24.04'
C25	17.00'	90°00'00"	26.70'	S57°41'27"E	24.04'
C26	122.50'	6°29'57"	13.90'	S09°26'28"E	13.89'
C27	122.50'	13°47'07"	29.47'	S00°42'04"W	29.40'
C28	14.00'	90°00'00"	21.99'	S52°35'37"W	19.80'
C29	14.00'	90°00'00"	21.99'	S37°24'23"E	19.80'
C30	205.00'	19°49'21"	70.92'	S17°30'17"W	70.57'
C31	14.00'	90°00'00"	21.99'	S72°24'58"W	19.80'
C32	276.00'	3°19'17"	16.00'	N64°14'41"W	16.00'
C33	14.00'	90°00'00"	21.99'	S37°24'23"E	19.80'
C34	14.00'	90°00'00"	21.99'	S52°35'37"W	19.80'
C35	355.00'	0°34'02"	3.51'	S07°52'29"W	3.51'
C36	355.00'	6°11'24"	38.35'	S11°15'11"W	38.33'
C37	355.00'	7°45'06"	48.03'	S18°13'26"W	47.99'
C38	355.00'	5°00'39"	31.05'	S24°36'19"W	31.04'
C39	355.00'	0°18'19"	1.89'	S27°15'48"W	1.89'

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 12.105 ACRES (APPROXIMATELY 527,278 SQ. FT.) IN THE NATHANIEL EDWARDS SURVEY NO. 21, ABS. NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 53.710 ACRE TRACT CONVEYED TO PCCP SAFARI CARMEL CREEK, LLC., IN A SPECIAL WARRANTY DEED DATED MAY 19, 2022 AND RECORDED IN DOCUMENT NO. 2022062456 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 12.105 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with an illegible cap found in the south right-of-way line of the Union Pacific Railroad (100' right-of-way width) for the northeast corner of the said 53.710 acre tract, being the northwest corner of Lot 1, Block A, Hutto Crossing Phase 4, Section 7, a subdivision of record in Document No. 2018002645 of the Official Public Records of Williamson County, Texas;

THENCE South 07°37'28" West, with the east line of the said 53.710 acre tract and the west line of said Lot 1, Block A, Hutto Crossing Phase 4, Section 7, a distance of 129.60 feet to a mag nail found for the southwest corner of said Lot 1, Block A, Hutto Crossing Phase 4, Section 7, being the northwest corner of Lot 1, Block A, Hutto Crossing Phase 4, Section 6, a subdivision of record in Document No. 2017087121 of the Official Public Records of Williamson County, Texas;

THENCE South 07°31'17" West, with the east line of the said 53.710 acre tract and the west line of said Lot 1, Block A, Hutto Crossing Phase 4, Section 6, a distance of 150.16 feet to an "X" in concrete found for the southwest corner of said Lot 1, Block A, Hutto Crossing Phase 4, Section 6, being the northwest corner of Lot 2, Block A, of said Hutto Crossing Phase 4, Section 6;

THENCE South 07°35'47" West, with the east line of the said 53.710 acre tract and west line of said Lot 2, Block A, Hutto Crossing Phase 4, Section 6, a distance of 149.99 feet to an "X" in concrete found for an angle point in the said 53.710 acre tract, being the southwest corner of said Lot 2, Block A, Hutto Crossing Phase 4, Section 6;

THENCE South 82°22'20" East, with a north line of the said 53.710 acre tract and the south line of said Lot 2, Block A, Hutto Crossing Phase 4, Section 6, a distance of 281.94 feet to a 1/2" rebar with "Capital" cap found in the west right-of-way line of Chris Kelley Boulevard (F.M. 685) (public right-of-way width varies) as described in Document No. 2013045468 of the Official Public Records of Williamson County, Texas, for an angle point in the said 53.710 acre tract, being the southeast corner of said Lot 2, Block A, Hutto Crossing Phase 4, Section 6, from which a 1/2" rebar found in the west right-of-way line of Chris Kelley Boulevard (F.M. 685), being in the east line of said Lot 2, Block A, Hutto Crossing Phase 4, Section 6, bears with a curve to the left, having a radius of 8400.00 feet, a delta angle of 0°45'44", an arc length of 111.74 feet, and a chord which bears North 07°57'33" East, a distance of 111.74 feet;

THENCE with the west right-of-way line of Chris Kelley Boulevard (F.M. 685) and the east line of the said 53.710 acre tract, with a curve to the right, having a radius of 8400.00 feet, a delta angle of 00°21'12", an arc length of 51.80 feet, and a chord which bears South 08°31'01" West, a distance of 51.80 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the said 53.710 acre tract, being the northeast corner of Lot 1, Block A, Hutto Crossing Phase 4, Section 13, a subdivision of record in Document No. 2020139733 of the Official Public Records of Williamson County, Texas;

THENCE North 82°22'20" West, with a south line of the said 53.710 acre tract and the north line of said Lot 1, Block A, Hutto Crossing Phase 4, Section 13, a distance of 281.20 feet to a mag nail with "Early Boundary" washer set for an angle point in the said 53.710 acre tract, being the northwest corner of said Lot 1, Block A, Hutto Crossing Phase 4, Section 13;

THENCE South 07°42'01" West, with the east line of the said 53.710 acre tract and the west line of said Lot 1, Block A, Hutto Crossing Phase 4, Section 13, a distance of 120.00 feet to a mag nail with "Early Boundary" washer set for the southwest corner of said Lot 1, Block A, Hutto Crossing Phase 4, Section 13, being the northwest corner of Lot 1, Block A, Hutto Crossing Phase 4, Section 14, a subdivision of record in Document No. 2021143930 of the Official Public Records of Williamson County, Texas;

THENCE with the east line of the said 53.710 acre tract and the west line of Lots 1-5, Block A, of said Hutto Crossing Phase 4, Section 14, the following ten (10) courses and distances:
1. South 07°37'19" West, a distance of 139.85 feet to a mag nail with "Early Boundary" washer set for the southwest corner of said Lot 1, Block A, Hutto Crossing Phase 4, Section 14, being the northwest corner of said Lot 2, Block A, Hutto Crossing Phase 4, Section 14;
2. South 07°37'19" West, a distance of 96.30 feet to a mag nail with "Early Boundary" washer set for the southwest corner of said Lot 2, Block A, Hutto Crossing Phase 4, Section 14, being the northwest corner of said Lot 3, Block A, Hutto Crossing Phase 4, Section 14;
3. South 07°37'19" West, a distance of 67.62 feet to a mag nail with "Early Boundary" washer set;
4. South 07°34'42" West, a distance of 178.62 feet to a mag nail with "Early Boundary" washer set for the southwest corner of said Lot 3, Block A, Hutto Crossing Phase 4, Section 14, being the northwest corner of said Lot 4, Block A, Hutto Crossing Phase 4, Section 14;
5. South 07°34'42" West, a distance of 59.08 feet to a mag nail with "Early Boundary" washer set;
6. With a curve to the right, having a radius of 61.66 feet, a delta angle of 39°08'31", an arc length of 42.12 feet, and a chord which bears South 20°10'26" West, a distance of 41.31 feet to a mag nail with "Early Boundary" washer set;
7. South 40°51'40" West, a distance of 15.50 feet to a mag nail with "Early Boundary" washer set;
8. With a curve to the left, having a radius of 113.83 feet, a delta angle of 38°46'08", an arc length of 77.02 feet, and a chord which bears South 24°59'57" West, a distance of 75.56 feet to a mag nail with "Early Boundary" washer set;
9. South 07°30'16" West, a distance of 3.00 feet to a mag nail with "Early Boundary" washer set for the southwest corner of said Lot 4, Block A, Hutto Crossing Phase 4, Section 14, being the northwest corner of said Lot 5, Block A, Hutto Crossing Phase 4, Section 14;
10. South 07°30'16" West, a distance of 260.06 feet to a mag nail with "Early Boundary" washer set in the north right-of-way line of Carl Stern Drive (public right-of-way width varies) as shown on plat recorded in 2015108027, 2016078985 and 2017087160 of the Official Public Records of Williamson County, Texas, being the southwest corner of said Lot 5, Block A, Hutto Crossing, Phase 4 Section 14, from which an "X" in concrete found in the south right-of-way line of Carl Stern Drive, bears South 04°45'50" West, a distance of 93.59 feet;

THENCE with the north right-of-way line of Carl Stern Drive and the south line of the said 53.710 acre tract, the following three (3) courses and distances:
1. North 85°23'55" West, a distance of 53.90 feet to a 1/2" rebar with "Early Boundary" cap set;
2. With a curve to the right, having a radius of 456.50 feet, a delta angle of 12°34'03", an arc length of 100.13 feet, and a chord which bears North 68°51'39" West, a distance of 99.93 feet to a 1/2" rebar with "Early Boundary" cap set;
3. North 62°35'02" West, a distance of 275.28 feet to a calculated point;

THENCE crossing the said 53.710 acre tract, the following twenty-one (21) courses and distances:
1. With a curve to the right, having a radius of 15.00 feet, a delta angle of 90°11'39", an arc length of 23.61 feet, and a chord which bears North 17°29'12" West, a distance of 21.25 feet to a calculated point;
2. North 27°36'38" East, a distance of 175.42 feet to a calculated point;
3. With a curve to the right, having a radius of 14.00 feet, a delta angle of 86°29'03", an arc length of 21.13 feet, and a chord which bears North 70°51'09" East, a distance of 19.18 feet to a calculated point;
4. North 19°53'06" East, a distance of 55.15 feet to a calculated point;
5. With a curve to the right, having a radius of 14.00 feet, a delta angle of 81°55'58", an arc length of 20.02 feet, and a chord which bears North 24°56'20" West, a distance of 18.36 feet to a calculated point;
6. North 16°01'39" East, a distance of 28.39 feet to a calculated point;
7. North 19°05'48" East, a distance of 84.71 feet to a calculated point;
8. North 19°05'48" East, a distance of 42.87 feet to a calculated point;
9. With a curve to the left, having a radius of 229.00 feet, a delta angle of 07°33'57", an arc length of 30.24 feet, and a chord which bears North 15°17'19" East, a distance of 30.22 feet to a calculated point;
10. With a curve to the right, having a radius of 14.00 feet, a delta angle of 86°06'46", an arc length of 21.04 feet, and a chord which bears North 54°32'14" East, a distance of 19.12 feet to a calculated point;
11. South 82°24'23" East, a distance of 0.56 feet to a calculated point;
12. North 07°35'37" East, a distance of 55.00 feet to a calculated point;
13. With a curve to the right, having a radius of 14.00 feet, a delta angle of 90°00'00", an arc length of 21.99 feet, and a chord which bears North 37°24'23" West, a distance of 19.80 feet to a calculated point;
14. North 07°35'37" East, a distance of 394.02 feet to a calculated point;
15. With a curve to the right, having a radius of 14.00 feet, a delta angle of 90°00'00", an arc length of 21.99 feet, and a chord which bears North 52°35'37" East, a distance of 19.80 feet to a calculated point;
16. North 07°35'37" East, a distance of 55.00 feet to a calculated point;
17. With a curve to the right, having a radius of 14.00 feet, a delta angle of 90°00'00", an arc length of 21.99 feet, and a chord which bears North 37°24'23" West, a distance of 19.80 feet to a calculated point;
18. North 07°35'37" East, a distance of 154.98 feet to a calculated point;
19. North 82°24'23" West, a distance of 41.01 feet to a calculated point;
20. North 07°35'37" East, a distance of 108.99 feet to a calculated point;
21. North 12°41'27" West, a distance of 6.00 feet to a calculated point in the south right-of-way line of the Union Pacific Railroad, being the north line of the said 53.710 acre tract, from which a 5/8" rebar found in the south right-of-way line of the Union Pacific Railroad, being the north line of the said 53.710 acre tract, bears South 77°18'33" West, a distance of 618.93 feet;

THENCE North 77°18'33" East, with the south right-of-way line of the Union Pacific Railroad and the north line of the said 53.710 acre tract, a distance of 414.52 feet to the POINT OF BEGINNING, containing an area of 12.105 acres, more or less.

FINAL PLAT OF
HUTTO CROSSING
PHASE 4 SECTION 19

LOT SUMMARY:

BLOCK GG
LOT 34 0.447 ACRES 19,467 SQ. FT.
LOT 35 0.092 ACRES 3,990 SQ. FT.
LOT 36 0.092 ACRES 3,990 SQ. FT.
LOT 37 0.063 ACRES 2,762 SQ. FT.
LOT 38 0.060 ACRES 2,634 SQ. FT.
LOT 39 0.060 ACRES 2,634 SQ. FT.
LOT 40 0.060 ACRES 2,634 SQ. FT.
LOT 41 0.060 ACRES 2,634 SQ. FT.
LOT 42 0.063 ACRES 2,762 SQ. FT.
LOT 43 0.092 ACRES 3,990 SQ. FT.
LOT 44 0.092 ACRES 3,990 SQ. FT.
LOT 45 0.068 ACRES 2,945 SQ. FT.
LOT 46 0.068 ACRES 2,945 SQ. FT.
LOT 47 0.070 ACRES 3,039 SQ. FT.
LOT 48 0.064 ACRES 2,808 SQ. FT.
LOT 49 0.775 ACRES 33,748 SQ. FT. (OPEN SPACE)
LOT 50 0.065 ACRES 2,843 SQ. FT.
LOT 51 0.064 ACRES 2,775 SQ. FT.
LOT 52 0.070 ACRES 3,041 SQ. FT.
LOT 53 0.068 ACRES 2,949 SQ. FT.
LOT 54 0.068 ACRES 2,945 SQ. FT.
LOT 55 0.068 ACRES 2,945 SQ. FT.
LOT 56 0.092 ACRES 3,990 SQ. FT.
LOT 57 0.092 ACRES 3,990 SQ. FT.
LOT 58 0.068 ACRES 2,945 SQ. FT.
LOT 59 0.068 ACRES 2,945 SQ. FT.
LOT 60 0.146 ACRES 6,344 SQ. FT. (OPEN SPACE)
LOT 61 0.068 ACRES 2,945 SQ. FT.
LOT 62 0.068 ACRES 2,945 SQ. FT.
LOT 63 0.092 ACRES 3,990 SQ. FT.
LOT 64 0.092 ACRES 3,990 SQ. FT.
LOT 65 0.092 ACRES 3,990 SQ. FT.
LOT 66 0.092 ACRES 3,990 SQ. FT.
LOT 67 0.092 ACRES 3,990 SQ. FT.
LOT 68 0.092 ACRES 3,990 SQ. FT.
LOT 69 0.092 ACRES 3,990 SQ. FT.
LOT 70 0.092 ACRES 3,990 SQ. FT.
LOT 71 0.092 ACRES 3,990 SQ. FT.
LOT 72 0.092 ACRES 3,990 SQ. FT.
LOT 73 0.092 ACRES 3,990 SQ. FT.
LOT 74 0.092 ACRES 4,020 SQ. FT.
LOT 75 0.073 ACRES 3,156 SQ. FT.
LOT 76 0.081 ACRES 3,532 SQ. FT.
LOT 77 0.068 ACRES 2,951 SQ. FT.
LOT 78 0.068 ACRES 2,945 SQ. FT.
LOT 79 0.068 ACRES 2,945 SQ. FT.
LOT 80 0.068 ACRES 2,945 SQ. FT.
LOT 81 2.072 ACRES 90,270 SQ. FT.

BLOCK JJ
LOT 1 0.728 ACRES 31,707 SQ. FT.
LOT 2 0.063 ACRES 2,763 SQ. FT.
LOT 3 0.060 ACRES 2,635 SQ. FT.
LOT 4 0.060 ACRES 2,635 SQ. FT.
LOT 5 0.060 ACRES 2,635 SQ. FT.
LOT 6 0.060 ACRES 2,635 SQ. FT.
LOT 7 0.074 ACRES 3,208 SQ. FT.

BLOCK KK
LOT 1 0.063 ACRES 2,763 SQ. FT.
LOT 2 0.060 ACRES 2,635 SQ. FT.
LOT 3 0.060 ACRES 2,635 SQ. FT.
LOT 4 0.060 ACRES 2,635 SQ. FT.
LOT 5 0.060 ACRES 2,635 SQ. FT.
LOT 6 0.063 ACRES 2,763 SQ. FT.
LOT 7 0.092 ACRES 3,990 SQ. FT.
LOT 8 0.092 ACRES 3,990 SQ. FT.
LOT 9 0.092 ACRES 3,990 SQ. FT.
LOT 10 0.092 ACRES 3,990 SQ. FT.
LOT 11 0.092 ACRES 3,990 SQ. FT.
LOT 12 0.092 ACRES 3,990 SQ. FT.
LOT 13 0.063 ACRES 2,764 SQ. FT.
LOT 14 0.061 ACRES 2,636 SQ. FT.
LOT 15 0.061 ACRES 2,636 SQ. FT.
LOT 16 0.061 ACRES 2,636 SQ. FT.
LOT 17 0.061 ACRES 2,636 SQ. FT.
LOT 18 0.063 ACRES 2,764 SQ. FT.
LOT 19 0.092 ACRES 3,990 SQ. FT.
LOT 20 0.092 ACRES 3,990 SQ. FT.
LOT 21 0.092 ACRES 3,990 SQ. FT.
LOT 22 0.092 ACRES 3,990 SQ. FT.
LOT 23 0.092 ACRES 3,990 SQ. FT.
LOT 24 0.092 ACRES 3,990 SQ. FT.

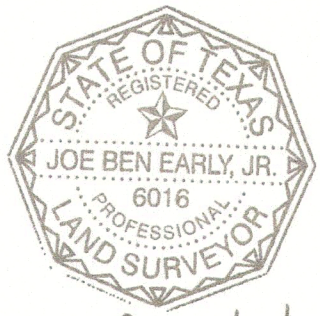
RIGHT-OF-WAY 2.327 ACRES 101,814 SQ. FT.

TOTAL RESIDENTIAL LOTS: 77
TOTAL OPEN SPACE LOTS: 2
TOTAL BLOCKS: 3

TOTAL: 12.105 ACRES 527,278 SQ. FT.

NATHANIEL EDWARDS SURVEY NO. 21,
ABSTRACT NO. 225

STREET	CLASSIFICATION	ROW WIDTH	SIDEWALK WIDTH	TREE LAWN WIDTH	DRIVEWAY DISTANCE FROM CORNER
		(FT)	(FT)	(FT)	(FT)
DIAMOND HITCH DRIVE	LOCAL	55	5	5.5	50*
MEFFORD DRIVE	LOCAL	55	5	5.5	50*
PLOUGHSHARE PASS	LOCAL	55	5	5.5	50*
STOWERS DRIVE	LOCAL	55	5	5.5	50*
*IF THE LOT IS LESS THAN 50 FEET IN WIDTH, THE DRIVEWAY MUST BE PLACED AS CLOSE AS POSSIBLE TO THE PROPERTY LINE OPPOSITE THE STREET RIGHT OF WAY LINE (PUD, SEC. 4.9.5)					



EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.:
1063-001
DRAWING NO.:
1063-001-PL-P4-S19
PLOT DATE:
10/30/23
PLOT SCALE:
1" = 100'
DRAWN BY:
MAW & JBE
SHEET
03 OF 04

FINAL PLAT OF HUTTO CROSSING PHASE 4 SECTION 19

STATE OF _____ {
COUNTY OF _____ { KNOW ALL MEN BY THESE PRESENTS

PCCP SAFARI CARMEL CREEK, LLC, SOLE OWNER OF 53.710 ACRES DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022062456 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE SAID TRACTS AND DO HEREBY SUBDIVIDE 12.105 ACRES OUT OF SAID TRACTS 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 SUBDIVISION IS TO BE KNOWN AS "HUTTO CROSSING PHASE 4 SECTION 19"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____ 20____.

PCCP SAFARI CARMEL CREEK, LLC.

BY: _____

IT'S: _____

PCCP SAFARI CARMEL CREEK, LLC.
1000 SANTA MONICA BLVD, STE 100
LOS ANGELES, CA 90067

STATE OF _____ {
COUNTY OF _____ { KNOW ALL MEN BY THESE PRESENTS

ON _____ BEFORE ME _____, PERSONALLY APPEARED

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND THIS THE _____ DAY OF _____ 20____ A.D.

SIGNATURE _____
SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES ON _____

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

I, JOE BEN EARLY, JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 30TH DAY OF OCTOBER, 2023.


JOE BEN EARLY, JR., RPLS #6016
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
FIRM NO. 10194487



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

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FEDERAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0515F, DATED DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

I, KENNETH W. MARTIN, 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

31st DAY OF October 2023.

KENNETH W. MARTIN, PE
REGISTERED PROFESSIONAL ENGINEER NO. 65971
STATE OF TEXAS

KITCHEN TABLE CIVIL SOLUTIONS
6805 N CAPITAL OF TX HWY STE 315
AUSTIN, TX 78731
512-758-7474

CITY DEVELOPMENT SERVICES

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF HUTTO ON THIS THE _____ DAY OF _____, 20____.

ASHLEY BAILEY
AICP, EXECUTIVE DIRECTOR,
DEVELOPMENT SERVICES DEPARTMENT

PLANNING AND ZONING COMMISSION CHAIR SIGNATURE:

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THE _____ DAY OF _____, 20____.

RICHARD HUDSON, CHAIR

GENERAL NOTES:

- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE PUD ORDINANCE NO. 0-19-04-18-7A REQUIREMENTS.
- 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.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: CITY OF HUTTO; WASTEWATER: CITY OF HUTTO; ELECTRIC: ONCOR
- CITY OF HUTTO ASSUMES NO RESPONSIBILITY FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS TO SERVE THIS SITE.
- DEVELOPMENT OF THIS SUBDIVISION CONFORMS WITH THE CONCLUSIONS OF "DETERMINATION OF THE HYDROLOGIC IMPACT OF PROPOSED HUTTO CROSSING DEVELOPMENT USING UPPER BRUSHY CREEK WCID WATERSHED MODEL", DATED NOVEMBER 10, 2013 AND ADDENDUM DATED JANUARY 16, 2014.
- NO PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACKS SHALL CONFORM TO PUD ORDINANCE NO. 0-19-04-18-7A REQUIREMENTS AS AMENDED APRIL 18, 2019.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND ABOUNDING THE SUBDIVISION.
- STREET TREES ARE REQUIRED IN ACCORDANCE WITH SECTION 4.9.5 OF THE PUD ORDINANCE NO. 0-19-04-18-7A AND SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- 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 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE HUTTO CROSSING PLANNED UNIT DEVELOPMENT (PUD ORDINANCE NO. 0-19-04-18-7A) PLAN, CITY OF HUTTO CONSTRUCTION STANDARDS AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- THE PROPERTY WILL BE DEVELOPED IN ACCORDANCE WITH THE HUTTO CROSSINGS PUD ORDINANCE NO. 0-19-04-18-7A AND THE CITY OF HUTTO UDC.
- EXCEPT FOR COMMON-WALL SIDE LOT LINES, A THREE (3') FOOT PUBLIC UTILITY EASEMENT (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.
- A FIVE (5') FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- A TEN (10') FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY.
- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE-FAMILY ATTACHED USES UNLESS OTHERWISE INDICATED.
- THE MAXIMUM IMPERVIOUS COVERAGE IS DEFINED BY THE PUD ORDINANCE NO. 0-19-04-18-7A AS AMENDED APRIL 18, 2019. LOTS 34 AND 81, BLOCK GG AND LOT 1, BLOCK JJ ARE LIMITED TO 80% IMPERVIOUS COVER.
- LOTS 49 AND 60, BLOCK GG, ARE RESTRICTED TO ACCESS GREENBELT, OPEN SPACE, OR PRIVATE PARKLAND. THESE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 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.
- LOTS 49 AND 60, BLOCK GG, ARE HEREBY DEDICATED AS DRAINAGE EASEMENTS, ACCESS EASEMENTS AND P.U.E.'S.
- THIS SUBDIVISION IS ZONED ORDINANCE NO. 0-19-04-18-7A.
- THE TRAFFIC IMPACT FEE WILL BE DUE PER CITY OF HUTTO ORDINANCE 2021-014 AND THE REGIONAL STORMWATER MANAGEMENT FEE WILL BE DUE PER CITY OF HUTTO ORDINANCE 2023-052 EXCEPT AS APPROVED BY CITY COUNCIL.
- DEVELOPMENT OF LOTS 34, 49, 60 AND 81, BLOCK GG AND LOT 1, BLOCK JJ REQUIRE APPROVAL OF A SITE DEVELOPMENT PERMIT.

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

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 THE _____ DAY OF _____, 20____, 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

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.:
1063-001
DRAWING NO.:
1063-001-PL-P4-S19
PLOT DATE:
10/30/23
PLOT SCALE:
1" = 100'
DRAWN BY:
MAW & JBE
SHEET
04 OF 04

AGENDA ITEM REPORT

4.5.



To: Planning and Zoning Commission
Subject: Consideration and possible action on the proposed Yardly Emory Crossing Final Plat, 56.318 acres, more or less, of land, comprised of one multi-family lot, located on County Road 119/Ed Schmidt Blvd.
Meeting: Tuesday, December 5, 2023
Department: Development Services
Staff Contact: John Byrum

BACKGROUND INFORMATION:

The Yardly Emory Crossing Final Plat includes one multi-family lot and 56.318 acres. The property was annexed and zoned for single-family for rent in April 2023. The current zoning of the property is Planned Unit Development (PUD) with a base zoning of multi-family district.

Adjacent Properties:

WEST: SF-1 and ETJ with Development Agreement

NORTH: PUD (RSI/Emory Crossing Planned Unit Development)

EAST: SF-1 (existing residential, Hutto Parke)

SOUTH: PUD for multi-family and commercial (undeveloped)

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 and UDC.

STAFF REVIEW:

Staff recommends approval of the proposed final plat.

FISCAL NOTES:

N/A

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

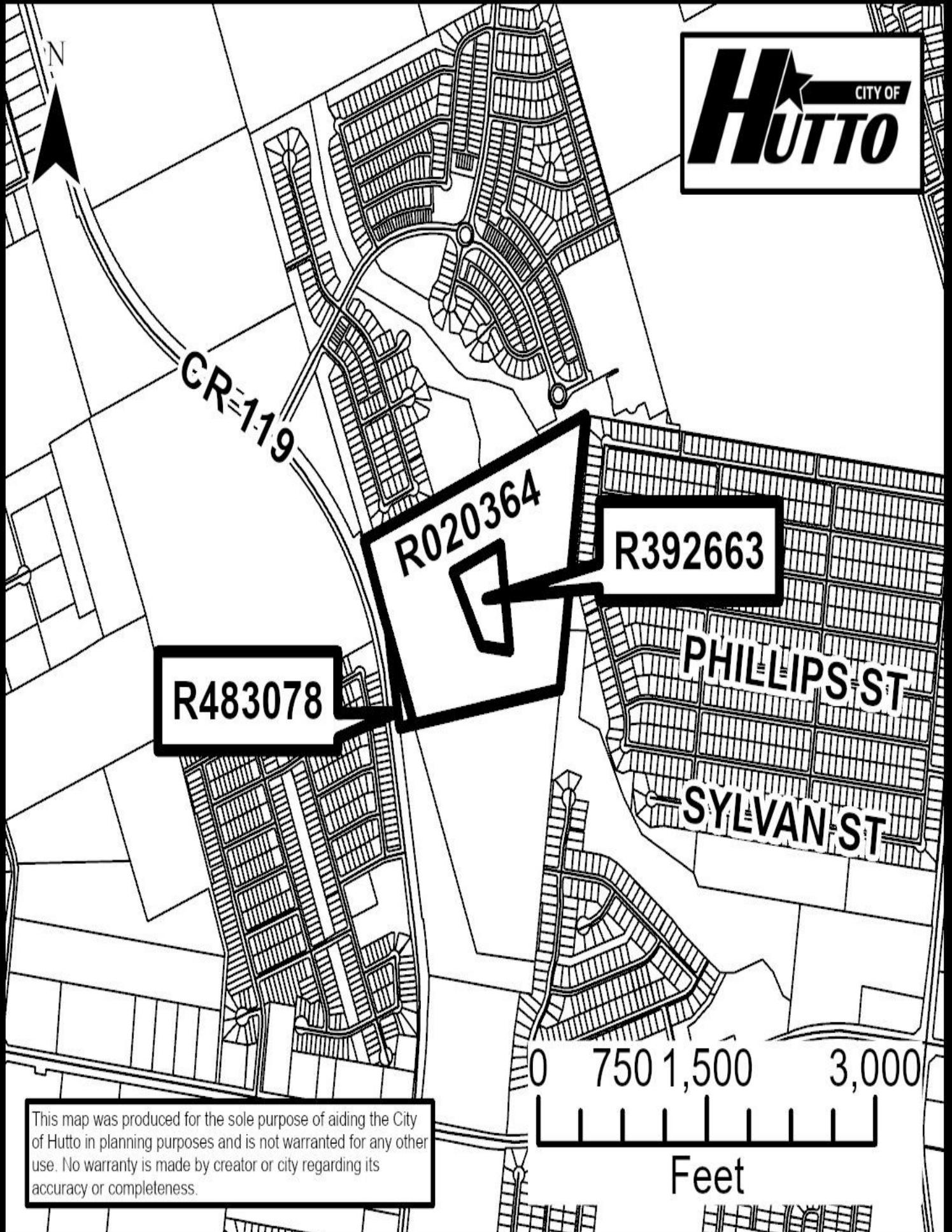
1. Location Map
2. YardlyEmoryCrossing-FP-U1-Plat(11-6-23)

AGENDA ITEM REPORT

4.5.

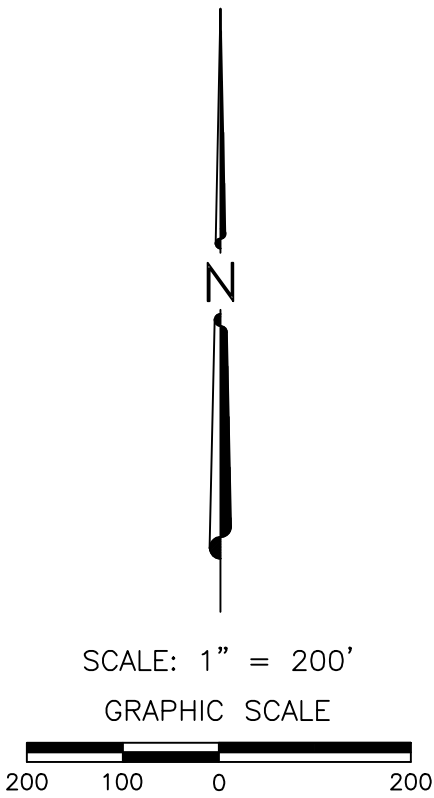


CR 119 (Emory Crossing)

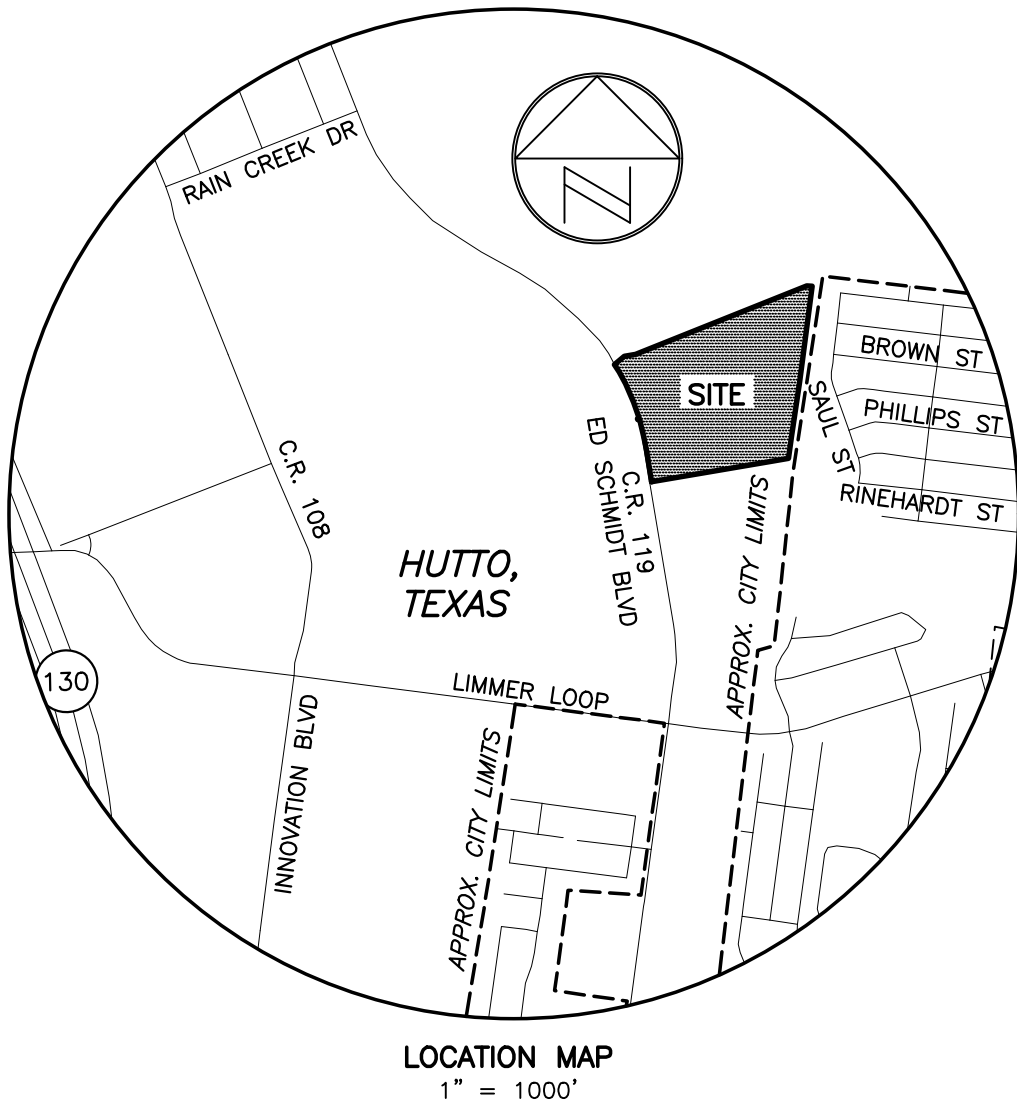


This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

FINAL PLAT OF
YARDLY EMORY CROSSING



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.



SHEET INDEX

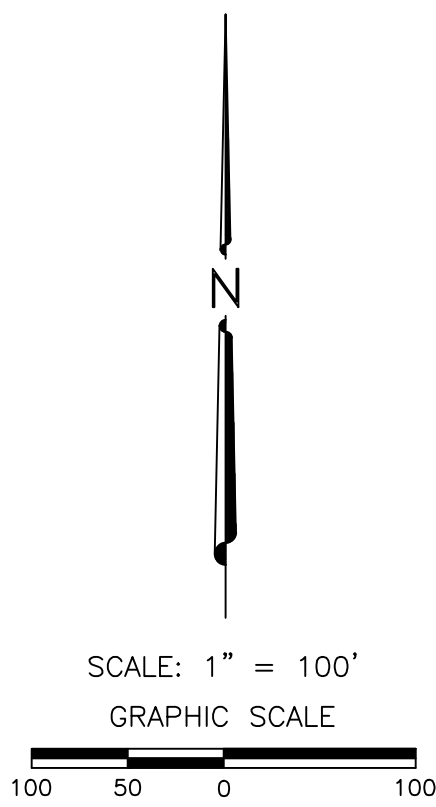


LOT SUMMARY:
LOT 1 = 56.318 ACRES 2,453,230 SQ. FT.
TOTAL LOTS: 1
TOTAL BLOCKS: 1
RIGHT-OF-WAY: NONE
TOTAL ACREAGE: 56.318 (2,453,230 SQ. FT.)
JAMES SHELTON SURVEY, ABS. 560
JOHN DYKES SURVEY, ABS. 186

OWNER:
TM BTR OF TEXAS, LLC
9601 AMBERGLEN BLVD., BLDG G, STE 200
ROUND ROCK, TX 78729
ENGINEERING BY:
KIMLEY-HORN
CONTACT: ANDY GRAHAM, P.E.
5301 SOUTHWEST PARKWAY, BUILDING 2
SUITE 100, AUSTIN, TX 78735
DIRECT: 512-646-2243
SURVEYING BY:
EARLY LAND SURVEYING, LLC
CONTACT: JOE BEN EARLY, JR., RPLS
P O BOX 92588
AUSTIN, TX 78709
512-202-8631

EARLY LAND SURVEYING <i>A LIMITED LIABILITY COMPANY</i>	PROJECT NO.: 1110-001
	DRAWING NO.: 1110-001-PL-56AC
P.O. BOX 92588 AUSTIN, TX 78709 512-202-8631 TBPELS FIRM NO. 10194487	PLOT DATE: 10/30/23
	PLOT SCALE: 1" = 200'
	DRAWN BY: BBP & JBE
	SHEET 1 OF 4

FINAL PLAT OF
YARDLY EMORY CROSSING



LEGEND

●S	1/2" REBAR WITH "SAM INC." FOUND
●CAP	1/2" REBAR WITH ILLEGIBLE CAP FOUND
●RJ	1/2" REBAR WITH "RJ SURVEYING" CAP FOUND
△	CALCULATED POINT
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
⊕	CONTROL POINT/BENCHMARK LOCATION
()	RECORD INFORMATION

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.

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "BM #2"

MAG NAIL WITH WASHER SET IN CONCRETE

SURFACE COORDINATES:
N 10182100.24
E 3169596.39

TEXAS STATE PLANE COORDINATES:
N 10180878.54
E 3169216.09

ELEVATION = 688.36
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999880014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°25'45"

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C2	2560.00'	2°09'14"	96.24'	N10°35'03"W	96.23'

PROJECT NO.: 1110-001

DRAWING NO.: 1110-001-PL-56AC

PLOT DATE: 10/30/23

PLOT SCALE: 1" = 100'

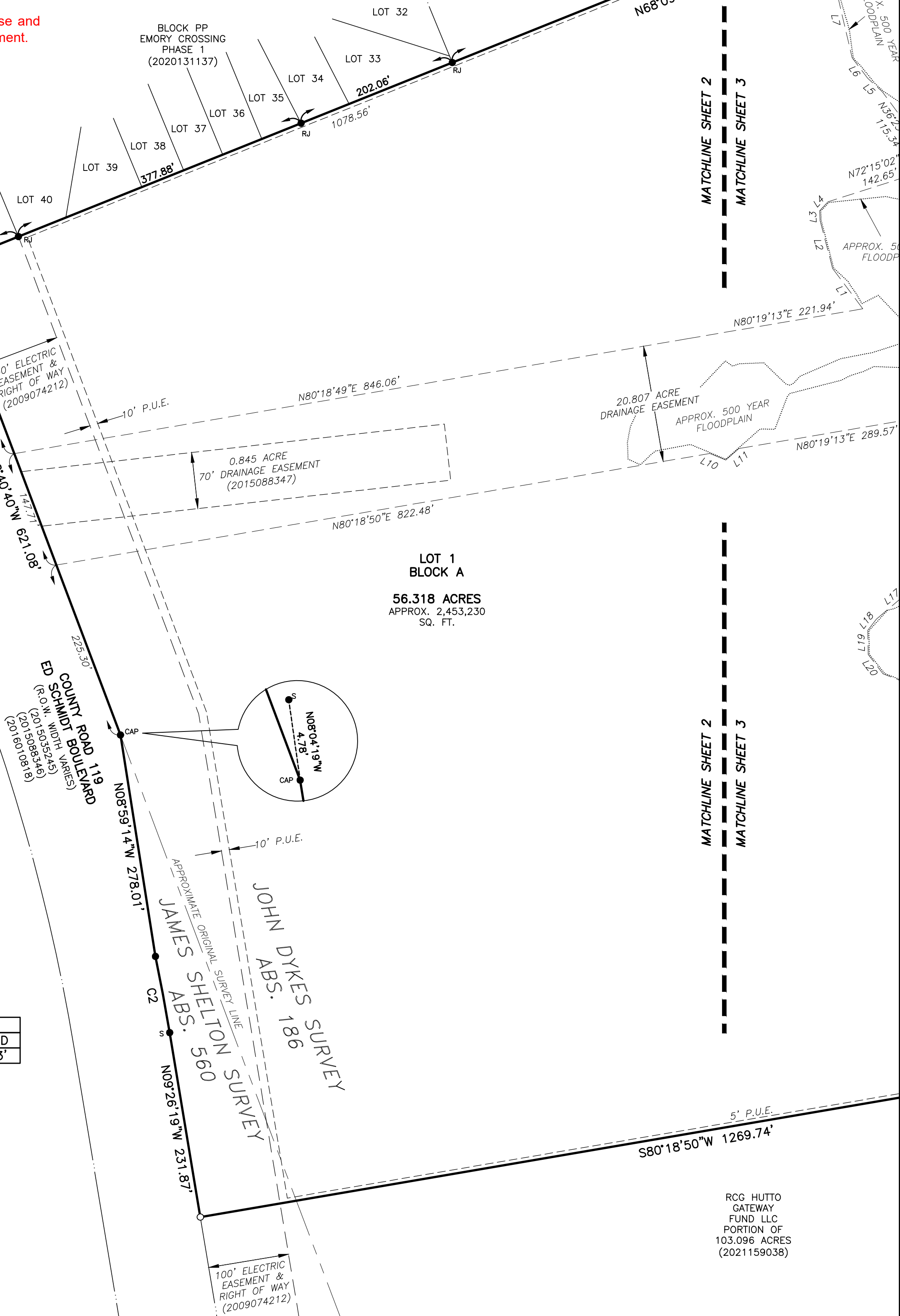
DRAWN BY: BBP & JBE

SHEET 2 OF 4

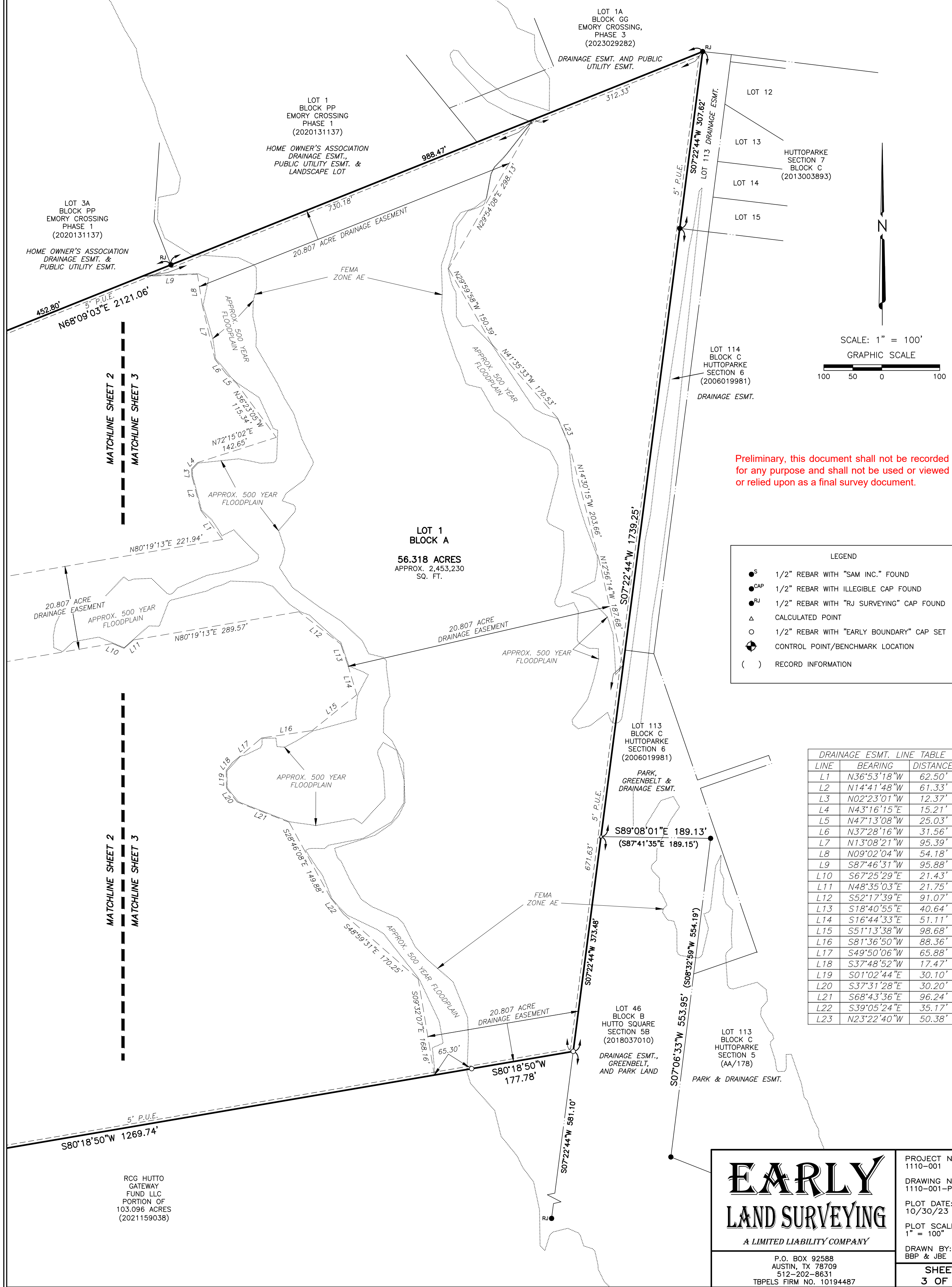
EARLY LAND SURVEYING

A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPCLS FIRM NO. 10194487



FINAL PLAT OF YARDLY EMORY CROSSING



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

I, TM BTR OF TEXAS, LLC, SOLE OWNER OF THAT CERTAIN 56.318 TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023047502 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 56.318 ACRES OUT OF THE 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 SUBDIVISION IS TO BE KNOWN AS "YARDLY EMORY CROSSING"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS DAY OF 20.

BY:

PRINTED NAME:

TM BTR OF TEXAS, LLC
9601 AMBERGLEN BLVD., BLDG G, STE 200
ROUND ROCK, TX 78729

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, 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, 20, AD.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME MY COMMISSION EXPIRES

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

KNOW ALL MEN BY THE PRESENTS:

THAT, LIEN HOLDER OF THE CERTAIN ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON; DO FURTHER HEREBY JOIN, APPROVE, AND COVENANT TO ALL RESTRICTIONS LISTED HEREIN; AND DO HEREBY DEDICATE TO THE CITY OF CEDAR PARK THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF CEDAR PARK MAY DEEM APPROPRIATE.

THIS SUBDIVISION IS TO BE KNOWN AS "YARDLY EMORY CROSSING"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS DAY OF, 2023.

BY:

NAME:

TITLE:

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND SEALED IN MY OFFICE THIS THE DAY OF, 2023.

NOTARY PUBLIC - STATE OF TEXAS

MY COMMISSION EXPIRES ON

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

I, JOE BEN EARLY, JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 2ND DAY OF OCTOBER, 2023.

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.

JOE BEN EARLY, JR., RPLS NO. 6016
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
FIRM NO. 10194487

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

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FEDERAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0510F AND 48491C0520F, DATED DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

I, ANDY GRAHAM, 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.

ANDY GRAHAM, P.E.
REGISTERED PROFESSIONAL ENGINEER NO.
STATE OF TEXAS

KIMLEY-HORN
CONTACT: ANDY GRAHAM, P.E.
5301 SOUTHWEST PARKWAY, BUILDING 2 SUITE 100,
AUSTIN, TX 78735
DIRECT: 512 646 2243

PLANNING AND ZONING COMMISSION CHAIR SIGNATURE:

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THE DAY OF 20.

SUSANNA BOYER
PLANNING AND ZONING COMMISSION CHAIRMAN

DATE

CITY DEVELOPMENT SERVICES

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF HUTTO ON THIS THE DAY OF 20.

ASHLEY BAILEY
AICP, EXECUTIVE DIRECTOR,
DEVELOPMENT SERVICES DEPARTMENT

DATE

FINAL PLAT OF YARDLY EMORY CROSSING

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 56.318 ACRES IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 56.318 ACRE TRACT OF LAND CONVEYED TO TM BTR OF TEXAS, LLC IN DOCUMENT NO. 2023047502 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 56.318 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "RJ Surveying" cap found in the east right-of-way line of County Road 119, also known as Ed Schmidt Boulevard (right-of-way width varies), being the northwest corner of the said 56.318 acre tract, being the southwest corner of Lot 4A, Block PP, Emory Crossing Phase 1, a subdivision of record in Document No. 2020131137 of the Official Public Records of Williamson County, Texas;

THENCE with the northwest line of the said 56.318 acre tract, in part being the southeast line of Lots 1, 3A, 4A, and 33 through 40 of said Block PP, and in part being the southeast line of Lot 1A, Block GG, Emory Crossing, Phase 3, a subdivision of record in Document No. 2023029282 of the Official Public Records of Williamson County, Texas, North 68°09'03" East, at a distance of 99.85 feet passing a 1/2" rebar with "RJ Surveying" cap found at the common corner of said Lots 4A and 40, at a distance of 477.73 feet passing a 1/2" rebar with "RJ Surveying" cap found at the common corner of said Lots 34 and 35, at a distance of 679.79 feet passing a 1/2" rebar with "RJ Surveying" cap found at the common corner of said Lots 3A and 33, at a distance of 1132.59 feet passing a 1/2" rebar with "RJ Surveying" cap found at the common corner of said Lot 3A and said Lot 1, and continuing, for a total distance of 2121.06 feet to a 1/2" rebar with "RJ Surveying" cap found at the northeast corner of said 56.318 acre tract, same being an angle point in the south line of said Lot 1A, Block GG, Emory Crossing, Phase 3, also being the northwest corner of Lot 113, Block C, HuttoParke Section 7, a subdivision of record in Document No. 2013003893 of the Official Public Records of Williamson County, Texas;

THENCE with the east line of said 56.318 acre tract, in part being the west line of said Lot 113, in part being the west line of Lots 114 and 113, Block C, HuttoParke Section 6, a subdivision of record in Document No. 2006019981 of the Official Public Records of Williamson County, Texas, and in part being the west line of Lot 46, Block B, Hutto Square Section 5B, a subdivision of record in Document No. 2018037010 of the Official Public Records of Williamson County, Texas, South 07°22'44" West, at a distance of 307.62 feet passing a 1/2" rebar found at the common corner of said Lot 113, Block C, HuttoParke Section 7 and said Lot 114, and continuing, for a total distance of 1739.25 feet to a 1/2" rebar with "Early Boundary" cap set for the southeast corner of said 56.318 acre tract, being in the west line of said Lot 46;

THENCE with the south line of the said 56.318 acre tract, the following two (2) courses and distances:

- South 80°18'50" West, a distance of 177.78 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 80°18'50" West, a distance of 1269.74 feet to a 1/2" rebar with "Early Boundary" cap set for the southwest corner of the said 56.318 acre tract, being in the east right-of-way line of County Road 119;

THENCE with the west line of the 56.318 acre tract and east right-of-way line of County Road 119, the following four (4) courses and distances:

- North 09°26'19" West, a distance of 231.87 feet to a 1/2" rebar with "SAM Inc." cap found;
- With a curve to the left, having a radius of 2560.00 feet, a delta angle of 02°09'14", an arc length of 96.24 feet, and a chord which bears North 10°35'03" West, a distance of 96.23 feet to a 1/2" rebar found;
- North 08°59'14" West, a distance of 278.01 feet to a 1/2" rebar with illegible cap found, from which a 1/2" rebar with "SAM Inc." cap found, bears North 8°04'19" West, a distance of 4.78 feet;
- North 20°40'40" West, a distance of 621.08 feet to the POINT OF BEGINNING, containing 56.318 acres of land, more or less.

GENERAL NOTES:

- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACK LINES SHALL CONFORM TO PUD (0-2023-020) REQUIREMENTS, AS AMENDED.
- A 10' PUE IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR WATER, SEWER, & STORM SEWER, AS SHOWN.
- A 10' PUE IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR UTILITIES OTHER THAN WATER, SEWER, & STORM SEWER LINES, AS SHOWN.
- A 5' PUE IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES FOR UTILITIES OTHER THAN WATER, SEWER, & STORM SEWER LINES, AS SHOWN.
- SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
- TREES SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC AS AMENDED.
- WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE 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 THE SITE.
- 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" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: JONAH WATER - (512) 759-1286
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR
GAS: ATMOS - (512) 550-8857
- NO LOT SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE PUD (0-2023-020) REQUIREMENTS, AS AMENDED
- THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT IS 65%
- STREETS 26 FEET WIDE TO LESS THAN 32 FEET WIDE REQUIRE FIRE LANE SIGNAGE POSTED ON ONE SIDE OF THE STREET". (2018 IFC APPENDIX D)

UTILITY NOTES:

- WITHIN THE CCN
- WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE 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.
- OUTSIDE THE CCN
- WATER WILL BE AVAILABLE THROUGH JONAH WATER AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.

FLOODPLAIN NOTES

- NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
- A PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP COMMUNITY PANEL NUMBER 48491C0510F & 48491C0520F EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 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 FLOODPLAIN OR 100-YEAR WATER SURFACE ELEVATION, WHICHEVER IS GREATER.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- ON SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25, 100-YEAR STORM EVENTS.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- THIS SUBDIVISION IS ZONED PUD, ORDINANCE NO. 0-2023-020
- THIS PROPERTY IS SUBJECT TO TIF BASED ON ORDINANCE 2021-014

STATE OF TEXAS {
KNOW 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 THE DAY

OF, 20, 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

EARLY LAND SURVEYING <i>A LIMITED LIABILITY COMPANY</i>	PROJECT NO.: 1110-001
	DRAWING NO.: 1110-001-PL-56AC
P.O. BOX 92588 AUSTIN, TX 78709 512-202-8631 TBPELS FIRM NO. 10194487	PLOT DATE: 10/30/23
	PLOT SCALE: 1" = 100'
DRAWN BY: BBP & JBE	SHEET 4 OF 4

AGENDA ITEM REPORT

5.1.



To: Planning and Zoning Commission
Subject: Consideration of a public hearing and possible recommendation on Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to add Section 3.10 Riparian Setback.
Meeting: Tuesday, December 5, 2023
Department: Development Services
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

Durango Farms Planned Unit Development (PUD) area was annexed and subsequently zoned in 2019. The amendment, as submitted, has one change to add language to Section 3.10:

Riparian setback requirements of 10.403.4.3 shall not apply to the Durango Farms PUD. All structures adjacent to the floodplain, except for drainage facilities, shall have the lowest finished floor at two feet or more above the base flood elevation (BFE) of Cottonwood Creek.

SUMMARY OF REQUEST:

This amendment provides language on the riparian setback that was not previously required within the development. The riparian setback is in addition to the floodplain setback as defined in the Unified Development Code:

10.403.4.3 Riparian setbacks

Minimum structural setbacks from riparian areas (edge of 100-year floodplain or delineated wetlands) are:

Watercourses draining an area at least 0.5 square mile and having a defined bed and bank, designated 100 year flood plains, and Category 3 wetlands: 25 ft.

Watercourses draining an area of 0.5-20 square miles, and Category 2 wetlands: 75 ft.

Watercourses draining an area of greater than 20 square miles, and Category 1 wetlands: 125 ft.

While the riparian language has not changed since the original adoption of the UDC in 2011, the application of the setback has been sporadic in practice and is often eliminated or reduced when the floodplain area is still preserved.

The PUD was amended one other time, allowing an increase in the maximum allowed size of a daycare to 12,000 sqft and providing additional parking on site for the increased daycare size allowance.

STAFF REVIEW:

AGENDA ITEM REPORT

5.1.



At the time of publishing the packet, staff received two responses to the public notice - two against and one in favor. The objections did not clarify the reason for the objection.

With the additional clarification, staff recommends a favorable recommendation to City Council for the PUD amendment.

FISCAL NOTES:

None at this time.

POLICY IMPLICATIONS:

None at this time.

ATTACHMENTS:

1. Location Map
2. Durango Farms PUD Amendment 2
3. Wolfe - Favor
4. Donaldson - Object
5. Lloyd - Object

Roznovak Subdivision



N



LIMMER LOOP

LIDELL ST

DELBY ST

MAGER LN

R330636

R330638

R330632

R020279

R383400

R021518

FM
1660

0 500 1,000 2,000

Feet

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Durango Farms

**City of Hutto, Texas
Planned Unit Development (PUD)**

**Exhibit A
Development Plan**

**October 10, 2019
Amendment 1: May 5, 2021
Amendment 2: June 2023**

Applicant:

**MA Partners
15443 Knoll Trail Road
Suite 130
Dallas, Texas 75248**

Prepared by:

**SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, TX 78727**

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1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the “Durango Farms District” Planned Unit Development Ordinance and may be cited as “Durango Farms” PUD.

1.2 Purpose and Intent

The purpose of this Plan is to ensure a PUD that creates a mixed use development that is: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) 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, 3) is adequately provisioned by essential public facilities and services, and 4) 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 Development Services 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 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 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 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 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 development including retail, multi family and single family residential uses. **Exhibit C**, illustrates the location of the Plan area and the proposed land use blocks.

For the purpose of addressing any development regulation not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for the following uses:

Single Family: SF-1

Townhouse: SF-2

Multi Family: MF

Non Residential: B-1

Permitted uses within the boundaries of the PUD are as listed in the below land use table:

PERMITTED USES

Use	Conditions
<u>Residential</u>	
Multifamily	
Dwelling: Single Household Attached Townhouse	1
Single Family residential	3
Single Family village	3
Single Family zero lotline	3
<u>Non-Residential</u>	
Hotel	2
Library	
Community Service	
Government Facilities	
Park	
Amenity/Recreation Center	
Restaurant/Bar	
Food Catering (accessory or secondary to restaurant or bakery)	
Live/Work Units	
Office: Professional	
Office: Medical	
Veterinary Clinic	
Personal and business service shop	

Print Shop	
Retail Sales and Service (other than the uses listed below)	
Bakery	
Bank	
Convenience Store	

Use-Non Residential	Conditional Use
Day Care: Child (1-6 children)	
Day Care: Child (greater than 6 children)	4
School: no more than 5 students	
School: at least 6 students	
Public Utility Substation	
Bed and Breakfast	
Bus Stops	

Temporary Uses

Temporary uses	
Construction equipment storage lot	
Construction field office	
Portable storage container	
Temporary building	

Accessory Uses

Accessory uses	
Antenna, non residential use: other	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

Conditions of Use

- (1) 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.
- (2) Hotel
 - (a) Hotel use up to 60 feet in height is limited to Parcel 6, as illustrated on the Land Use Plan, Exhibit C.
- (3) Single Family Residential
 - (a) Proposed Durango Farms single family lots that are adjacent to existing Old Town residences must face onto East Street and Main Street.
- (4) Daycare
 - (a) The maximum daycare building size allowed within the Durango Farms PUD shall be 12,000 s.f. Outdoor play equipment and recreation space is allowed in fenced enclosure adjacent to daycare buildings.

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

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 Durango Farms PUD. To provide for contingencies, the Development Services 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 the PUD 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

	Single Family SF-1	Multi family MF-1	Townhome SF-2	Commercial/ retail/office/ B-1
Lot area (min)	4,000 sq. ft.(e)	20,000 sq. ft.	2,000 sq. ft.	20,000 sq. ft
Lot width at building line (min)	40 ft. (e)	100 ft.	20 ft.	100 ft.
Front yard setback	15 ft./20 ft (a)	25 ft.	15/20 ft. (a)	20 ft.
Side yard (min)	0/5 ft. (b)	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.	25 ft.	10 ft.	25 ft.
Side and rear yard for accessory building (min)	5 ft.	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)	35 ft.	3 story max	35 ft.	35 ft./60 ft. (f)
Building height, accessory (max)	15 ft.	15 ft.	15 ft.	15 ft.
Lot Coverage	(d)	80% (d)	80% (d)	95% (d)
Sidewalks (min width along local streets)	4 ft.	8 ft.	4 ft.	8 ft.

- (a) Front setback may be 15 feet for alley loaded homes. Front setback shall be a minimum of 20 feet for front loaded homes.
- (b) Side setback of 0 feet is allowed only for internal attached buildings with a common wall or for zero lotline single family homes.
- (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) Lots less than 50 feet in width or less than 5,000 s.f. will be served by a rear alley.
- (f) 60 foot height is limited to Parcel 6 of the Land Use Plan, Exhibit C

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	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	

3.1.3 Buffer yards

3.1.3.1 Landscape buffer yard shall be provided along the eastern boundary of the PUD along FM 1660.

- 20 ft. from FM 1660 right-of-way
- Landscape for the buffer yard shall be planted per the requirements of Section 3.4.2 of this PUD.

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 of this PUD for planting requirements.

3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD must be located at least 25 ft. from

a 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 of this PUD 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 of this PUD 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 of this PUD 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, or provide landscape screening in compliance with the UDC.

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 Water Bodies and Retention Areas

3.2.1.1 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.

3.2.1.2 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.

3.2.2 Parking and Loading Space Bulk Standards

3.2.2.1 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.

3.2.3 Parking Requirements

3.2.3.1 Required parking spaces

Uses shall provide the amount of parking that is necessary to meet anticipated normal demand. Up to 15% of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The minimum number of required parking spaces for a use is as follows:

Commercial use classification	Required specs (minimum)	Maximum Spaces
Multi-tenant retail buildings;	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Restaurant	1 per 150 sq. ft. GFA	1 per 75 sq. ft. GFA
Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, instructional facility, personal and business service shop, print shop, retail store	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Child day care facility	1 per employee + 3	1 per employee + 40
Townhouse	2 spaces	N/A
Multi Family	1 space per unit + .5 per bedroom	N/A
Single Family	2 spaces per unit	N/A

3.2.3.2 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.

3.2.3.3 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

Building design within the Durango Farms PUD shall comply with the architectural design criteria outlined in the City of Hutto Unified Development Code (UDC) in place at the time of approval of this PUD.

In addition to the requirements of the City UDC, the Owner will establish an Architectural Review Committee for the project 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, one City of Hutto staff member, 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.

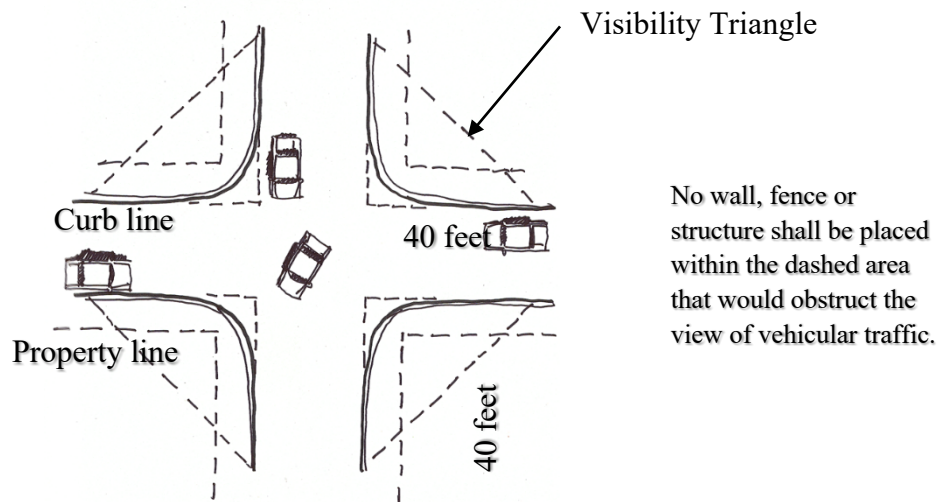
Refer to Exhibit D for Covenants, Conditions and Restrictions (CCRs) that will apply to the Durango Farms PUD.

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.



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 FM 1660	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 needed for utility conflict	Optional	Optional
Rear yard trees on lots wrapping the perimeter of the project.	Min. of 1 tree per lot in the back yard		
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 needed for a utility or desired view into a park 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.

<u>Common Name</u>	<u>Scientific Name</u>
Carolina Cherry Laurel	<i>Prunus caroliniana</i>
Chinquapin Oak	<i>Quercus muehlenbergii</i>
Texas Red Oak	<i>Quercus buckleyi</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Live Oak	<i>Quercus virginiana</i>
Mexican Sycamore	<i>Platanus mexicana</i>

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.

3.4.5.1.1 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, including cedar privacy fencing, walls or other screening fencing within the community. 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 as defined on **Exhibit C** of the PUD.

3.4.5.1.2 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.

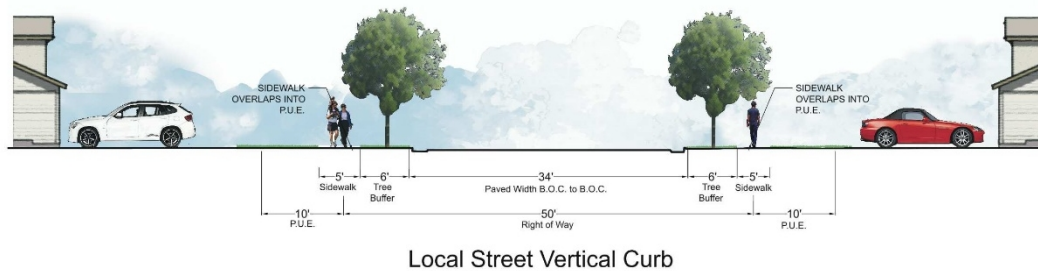
3.5 Streets

3.5.1 Street Alignment

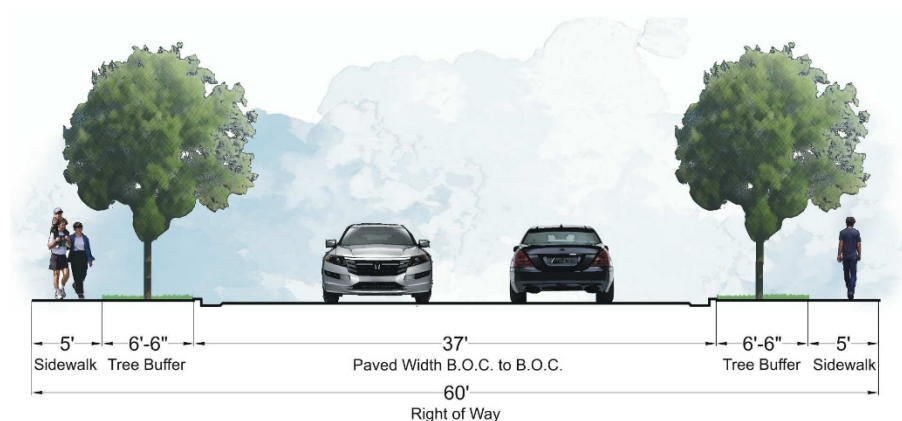
The precise alignment of the streets included in the Plan may be varied with City approval. **Exhibit C** illustrates the primary circulation pattern and the below street designations describe the planned streets within the PUD boundary.

3.5.2 Street Cross Sections

Local Street: 50 foot right of way. 33 feet of pavement face of curb to face of curb. 5 foot sidewalks on each side. Sidewalks may extend into the adjacent public utility easement.



Collector Roadway: 60 foot right of way. 36 feet of pavement face of curb to face of curb. 5 foot sidewalks on each side.



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
- Alleys shall be 20 feet of right of way with 14 feet of pavement

3.5.4 Construction Traffic

In order to minimize disturbance to the Old Town District, no construction heavy truck traffic shall be allowed to access the property from the south, via East Street or Main Street. Heavy construction vehicles will be allowed to access the property from FM 1660 and Mager Lane.

3.6 Common Open Space / Parkland

3.6.1 Common Open Space

The Durango Farms PUD Parkland requirements shall be satisfied by a fee in lieu of payment for parkland contribution. The fee for parkland shall be calculated as \$300 per single family unit and \$175 per multi family unit.

The parkland fee in lieu calculation summary shall be provided with the preliminary plat. Payment of the parkland fee in lieu shall be provided prior to the recordation of a final plat for the number of units within said final plat.

In addition to the fee in lieu of parkland, an internal private park will be improved and will include but not be limited to the following amenities: picnic pavilion, playground, sport court, trails, open play field and off street parking.

No other fees or improvements shall be required beyond those outlined in 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). The POA will 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 Required walls

The following fence and wall types are required:

Required fence Area/purpose	Height		Acceptable types/materials
Dumpster and utility area	6 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 compactors 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)
Single Family or Multi Family lot that backs up to park or open space	6 ft.		Decorative iron fence

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.
- Ornamental street lights shall be allowed along the internal collector and local streets.
- 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 used throughout the PUD area.
- Light poles must be placed in landscape areas wherever possible.
- Light poles must not obstruct sidewalks or bicycle paths.

3.9 Project Identification Signs

Project identification signage within the PUD are identified on **Exhibit C** and shall comply with regulations outlined below. Additional signage beyond the project identification signs 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 Signs that are unique to the Durango Farms PUD 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 FM 1660 on the east	1	150 sq. ft. per sign	25 ft.	10 ft. from adjacent right of way

3.9.2 Prohibited signs

- Pole/pylon Sign. Pole or pylon Signs are not allowed in the PUD boundary.

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
- Traffic and safety control signs incorporating flashing lights (i.e. stop sign with flashing lights to improve awareness of intersections and improve safety)

3.10 Riparian Setback

Riparian setback requirements of 10.403.4.3 shall not apply to the Durango Farms PUD. All structures adjacent to the floodplain, except for drainage facilities, shall have the lowest finished floor at two feet or more above the base flood elevation (BFE) of Cottonwood Creek.

4. Exhibits

Legal Description – Exhibit B

Land Use Plan-Exhibit C

Covenants Conditions and Restrictions-Exhibit D

Exhibit B – Legal Description

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres
Page 1 of 2

“EXHIBIT —”

DESCRIPTION OF 10.554 ACRES OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 11.10 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.554 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, 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, in the north line of a certain called 96.99 acre tract designated as Tract One and described in said deed to Jerry E. Roznovak and wife, Hilda Roznovak of record in Volume 443, Page 472, Deed 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, and 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, from which a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138 and 139, Plat Records of Williamson County, Texas, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract bears N 82°15'43" W, a distance of 1,222.52 feet;

THENCE S 82°15'43" E, crossing the said F.M. 1660 right-of-way, a distance of 97.80 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set in the east right-of-way line of said F.M. 1660, in the north line of the said 11.10 acre tract, at the northeast corner of the said 3.722 acre tract and the southeast corner of a certain called 1.529 acre tract described in the deed to the State of Texas of record in Volume 476, Page 603, Deed Records of Williamson County, Texas, in the south line of a certain called 135 acre tract described in the deed to Janet Lynn Barnard, Trustee for the Janet Lynn Barnard Family 1984 Trust of record in Volume 1126, Page 800, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 65.234 acre tract conveyed to CMSAL-2 L.L.C. of record in Document No. 2011084930, Official Public Records of Williamson County, Texas, and described in Document No. 1999014821, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found in the east right-of-way line of said F.M. 1660, in the east line of the said 1.529 acre tract, and the west line of a certain called 28.449 acre tract described in the deed to North Town Commons, LLC of record in Document No. 2007062953, Official Public Records of Williamson County, Texas, bears N 03°15'10" W, a distance of 192.32 feet, and from which a ½-inch iron rod found bears N 02°00'51" W, a distance of 10.60 feet;

THENCE S 82°15'43" E, with the north line of the said 11.10 acre tract and the south line of the said 135 acre tract, with the south line of the said 65.234 acre tract, with the north line of the tract described herein, a distance of 498.95 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for the northeast corner of the said 11.10 acre tract, at a re-entrant corner of the said 135 acre tract, in the south line of the said 65.234 acre tract, for the northeast corner of the tract described herein;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 135 acre tract, with the east line of the tract described herein, at a distance of 9.91 feet, passing a ½-inch iron rod with a plastic cap stamped “PAPE DAWSON” found, and continuing for a total distance of 17.36 feet to a calculated point for a southeast corner of the tract described herein, from which a ½-inch iron rod found bears N 74°00'05" E, a distance of 0.23 feet;

THENCE leaving the west line of the said 135 acre tract, crossing the said 11.10 acre tract, with a south, east, and north line of the tract described herein, the following three (3) courses and distances:

1. N 82°21'59" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner,
2. S 07°38'01" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner, and
3. S 82°21'59" E, a distance of 50.00 feet to a calculated point in the east line of the said 11.10 acre tract and west line of a certain called 72.025 acre tract described in the deed to Mager Meadows, LP of record in Document No. 2004018146, Official Public Records of Williamson County, Texas, for a northeast corner of the tract described herein, from which a ½-inch iron rod found bears S 61°01'59" E, a distance of 0.33 feet;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 72.025 acre tract, with the east line of the tract described herein, a distance of 1,292.44 feet to a ½-inch iron rod found in the north line of a certain called

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres
Page 2 of 2

9.862 acre tract described in the deed to Herbert L. Prewitt and wife, Connie E. Prewitt of record in Volume 876, Page 655, Deed Records of Williamson County, Texas, at the southwest corner of the said 72.025 acre tract and the southeast corner of the said 11.10 acre tract, for the southeast corner of the tract described herein;

THENCE N 82°26'32" W, with the south line of the said 11.10 acre tract and the north line of the said 9.862 acre tract, with the south line of the tract described herein, at a distance of 2.07 feet, passing a concrete monument found 0.12 feet north of the line, and continuing for a total distance of 285.57 feet to a 5/8-inch iron rod found in the east right-of-way line of said F.M. 1660, and the south line of the said 11.10 acre tract, at a southeast corner of the said 3.722 acre tract and the northeast corner of a certain called 0.311 acre tract described in the deed to the State of Texas of record in Volume 476, Page 612, Deed Records of Williamson County, Texas, at the northwest corner of the said 9.862 acre tract, for the southwest corner of the tract described herein;

THENCE crossing the said 11.10 acre tract, with the east right-of-way line of said F.M. 1660, with the east line of the said 3.722 acre tract, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°21'46" E, a distance of 421.34 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,
2. N 07°33'54" E, a distance of 324.41 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,
3. N 13°27'20" W, a distance of 513.66 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point, and
4. N 03°15'10" W, a distance of 138.59 feet to the **POINT OF BEGINNING** and containing 10.554 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

“EXHIBIT __”

DESCRIPTION OF 95.047 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF CAPITOL STREET, A 50-FOOT RIGHT-OF-WAY AS SHOWN ON THE HUTTO AND METCALFE ADDITION SUBDIVISION PLAT OF RECORD IN BOOK 66, PAGE 148, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON THE REVISED MAP OF CITY OF HUTTO OF RECORD IN CABINET A, SLIDE 221, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 95.047 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING 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, in the north line of the said 96.99 acre tract, 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, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,
2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,
4. S 07°51'42" W, a distance of 790.50 feet to a ¾-inch iron rod found at an angle point, and
5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped “RJ Survey” found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped “RPLS 1433” found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped “RJ Survey” found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped “RPLS 1433” found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Cunningham of record in Volume 1954,

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

95.047 Acres
Page 2 of 3

Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles E. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, said Hutto and Metcalfe Addition, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 298.64 feet to a ½-inch iron rod found in the east line of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 3, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein,

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 3, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 3, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the south line of the tract described herein, a distance of 63.90 feet to a calculated point for the northwest terminus of said East Street and the northeast corner of Lot 5, Block 8, said Hutto and Metcalfe Addition, from which a ¾-inch iron pipe found bears N 63°55'34" W, a distance of 0.36 feet;

THENCE N 82°21'12" W, continuing with the south line of the said 96.99 acre tract and the north line of said Lot 5, Block 8, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 16.46 feet to a calculated point for the southeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, for an angle point in the south line of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of Block 9, said Hutto and Metcalfe Addition, bears N 82°21'12" W, a distance of 139.80 feet;

LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

95.047 Acres
Page 3 of 3

THENCE S 76°41'29" W, leaving the south line of the said 96.99 acre tract, with the north line of Lots 5-6, Block 8 and Lots 4 and 2, Block 12, said Hutto and Metcalfe Addition, with the south right-of-way line of said Capitol Street, a distance of 500.29 feet to a calculated point in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at the northwest corner of said Lot 2, Block 12, and the southwest terminus of said Capitol Street, same being the northwest corner of a certain tract of land designated as Second Tract and conveyed in the warranty deed to Curtis L. Peterson of record in Volume 535, Page 51, Deed Records of Williamson County, Texas, for the westerly southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found in the west line of said Lot 2, Block 12, Hutto and Metcalfe Addition, at the southeast corner of said Lot 4, Block F, Hutto Square Section 1, and the northeast corner of Lot 3, Block F, said Hutto Square Section 1, bears S 07°42'05" W, a distance of 85.29 feet;

THENCE N 07°42'05" E, with the west terminus of said Capitol Street and the east line of said Lot 4, Block F, Hutto Square Section 1, with the west line of the tract described herein, a distance of 53.56 feet to a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found at the northwest terminus of said Capitol Street, being a southwest corner of the said 96.99 acre tract, for a point-on-line in the west line of the tract described herein, from which said ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of said Block 9, Hutto and Metcalfe Addition, bears N 76°41'29" E, a distance of 350.53 feet;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, and with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,
2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,
3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and
4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 95.047 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 30th day of May 2019 A.D.

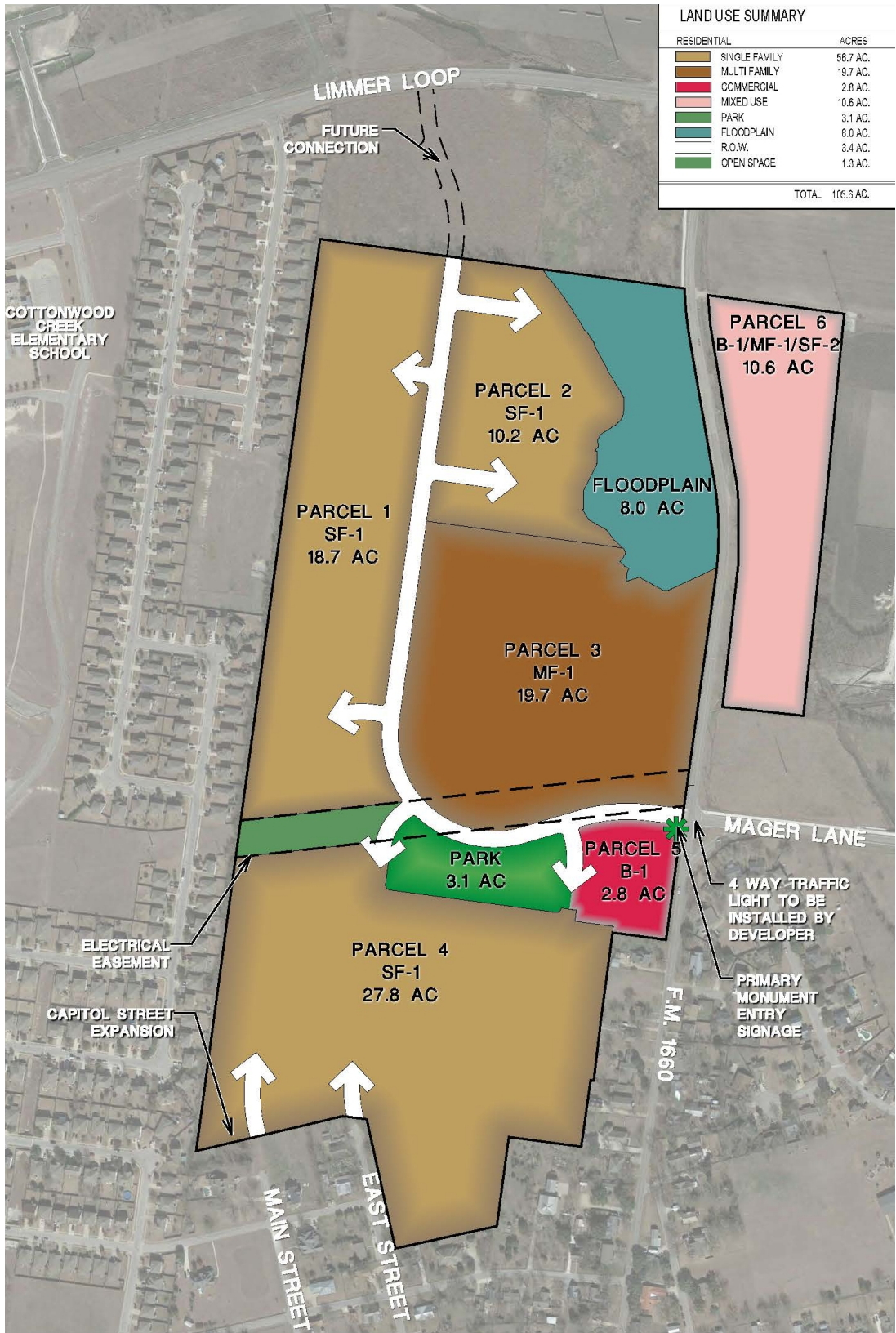
LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Exhibit C – Land Use Plan





**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE
PLANNING & ZONING COMMISSION ON: DECEMBER 5, 2023
CITY COUNCIL ON: DECEMBER 7, 2023
MEETING LOCATION: 500 W. Live Oak Street – City Hall
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 proposed Planned Unit Development (PUD) zoning ordinance request for the property to be known as **Durango Farms Planned Unit Development (PUD) Amendment #2**, 105.6 acres, more or less, of land, located on FM 1660 North and Mager Lane. The change will modify the riparian setback language in the PUD.

As one of the owners of property located within 600 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 or for the City Council 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

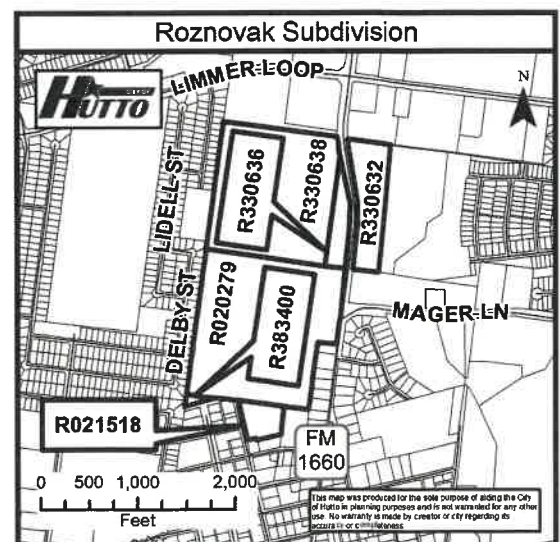
Project Name: Planned Unit Development (PUD) zoning ordinance request for the property to be known as **Durango Farms Planned Unit Development (PUD) Amendment #2**, 105.6 acres, more or less, of land, located on FM 1660 North and Mager Lane.

Name:

Address:

☒ **I AM IN FAVOR**

☐ **I OBJECT**



Write comments below, attach additional pages if needed.

SITE LOCATION MAP



**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance request for the property to be known as **Durango Farms Planned Unit Development (PUD) Amendment #2**, 105.6 acres, more or less, of land, located on FM 1660 North and Mager Lane.

Name:

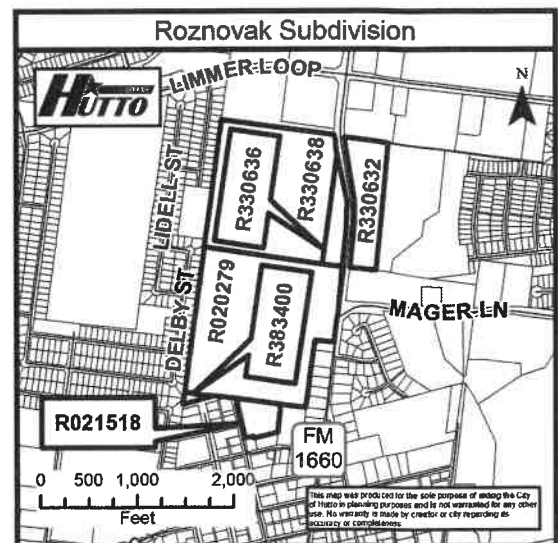
TOBYN P. DONALDSON

Address:

105 AUSTIN ST. HUTTO, TX 78634

☐ I AM IN FAVOR

☒ I OBJECT



Write comments below, attach additional pages if needed.

SITE LOCATION MAP

From: [Charmaine Lloyd](#)
To: [Planning](#)
Subject: Response
Date: Thursday, November 30, 2023 6:58:58 PM

Durango Farms PUD Amendment #2
105.6 acres
FM 1660 North & Mager Lane
Public hearing date: December 5, 2023

I OBJECT

Charmaine D. Lloyd
208 Rochester Lane
Hutto, TX 78634

Thank you,

[Sent from AT&T Yahoo Mail for iPhone](#)

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

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, December 5, 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.

An important item to note plats are covered in the Texas Local Government Code and have standards for approval:

Sec. 212.010. STANDARDS FOR APPROVAL. (a) The municipal authority responsible for approving plats shall approve a plat if:

- (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;
- (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

AGENDA ITEM REPORT

5.2.



- (3) a bond required under Section [212.0106](#), if applicable, is filed with the municipality; and
- (4) it conforms to any rules adopted under Section [212.002](#).

Section 212.002 of the TLGC states:

Sec. 212.002. RULES. After a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

The proposed Preliminary Plat has been reviewed and complies with the Consent Agreement that created the MUD as well as the applicable sections of the UDC.

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 2 letters in opposition. The responses are attached to this staff report.

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.

POLICY IMPLICATIONS:

None with this item.

ATTACHMENTS:

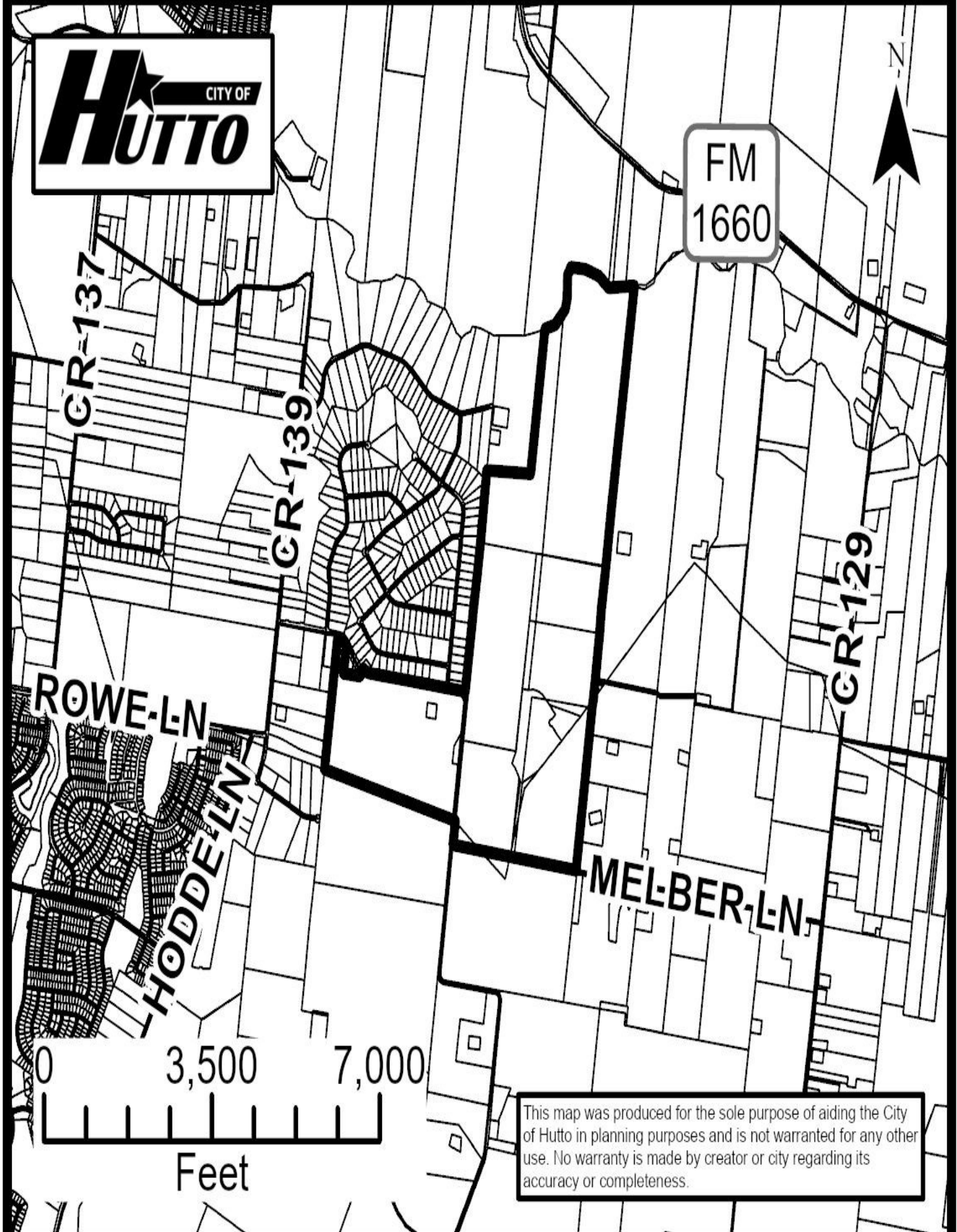
1. Location Map
2. BluffsAtBlackhawkPrelim
3. Lakeside MUD 9 Consent Agreement
4. Kalbas - Object
5. Mitchell - Object

AGENDA ITEM REPORT

5.2.



Bluffs at Blackhawk Prelim





October 30, 2023

ALM Engineering
Matthew Mitchell
PO Box 536
Dripping Springs, TX 78620
matt@almengr.com - *communication provided via email*

RE: Bluffs At Blackhawk Preliminary Plat, Hutto, TX 78634
Final Plat Review – Bluffs at Blackhawk Preliminary Plat - Comment Report to Update #4 Submittal
(received 10-11-23)
Project No.: 2046-PLAT

Mr. Mitchell,

Upon review of the above referenced preliminary plat Update #4 submitted on October 11, 2023, all staff comments have been resolved.

Please deliver one (1) original, signed and sealed preliminary plat in paper format (18" x 24") for City official signatures after the Planning and Zoning Commission has granted plat approval.

Planning Review – Sofia Sierra, Planner (512) 759-4038 – sofia.sierra@huttotx.gov

1. No comments.

Engineering Review – Matt Rector, PE, City Engineer (512) 759-4025 – matt.rector@huttotx.gov

2. No comments.

Fire Prevention Review – Eric Woods, Fire Marshal. WCESD #3 - (512) 759-2616 – ewoods@huttofirerescue.org

3. All comments addressed. No further comments.

This review is based only on the information provided. Please note that plats remain subject to additional staff comments throughout the duration of the review period. This review in no way alleviates the responsibility of the developer to comply with all ordinances adopted by the City of Hutto, or state and federal laws and codes. No code violations are approved by this department.

If you have specific questions regarding any of the comments in this report, please contact the department reviewer noted at the top of the corresponding section.

Sincerely,
Development Services Department

TIEMANN, SHAHADY & HAMALA, P.C.

TELEPHONE (512) 251-1920

102 N. RAILROAD AVE.
PFLUGERVILLE, TEXAS 78660

FACSIMILE (512) 251-8540

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,

A handwritten signature in black ink that reads "Richard Hamala". The signature is written in a cursive style.

Richard Hamala

A handwritten signature in purple ink that reads "Angel Kawamuye". Below the signature, the date and time "July 15, 2021 10:42" are written in the same purple ink.

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.

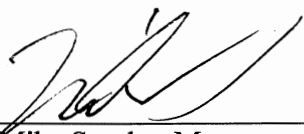
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT:

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.

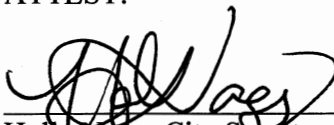
SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Comprehensive Development and Consent Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

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



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. In 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 incapacities 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: WA. [Signature]
Warren Hutmacher, City Manager

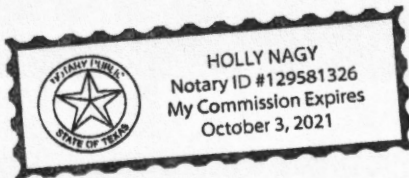
Date: 5/13/21

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.



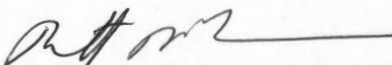
[Signature]
Notary Public in and for the
State of Texas

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

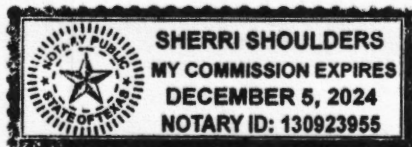
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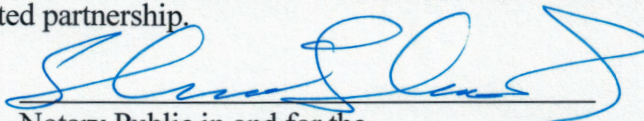
COUNTY OF TRAVIS

§

§

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.




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.

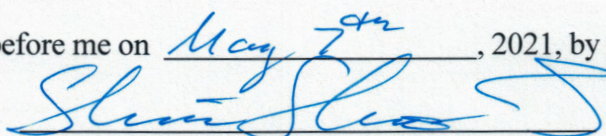

Notary Public in and for the
State of Texas

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

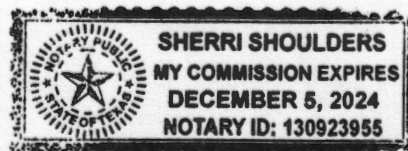
Exhibit E – Strategic Partnership Agreement

Exhibit F – Restrictive Covenant

Exhibit G – Proposed ISD Boundary change graphic

Exhibit H – Required District Notice

Exhibit I – Professional Services Agreement



ACCEPTANCE PAGE FOR COMPREHENSIVE DEVELOPMENT AND CONSENT
AGREEMENT

LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 9

By: 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.

Jonathan Richard Cochran
Notary Public in and for the
State of Texas

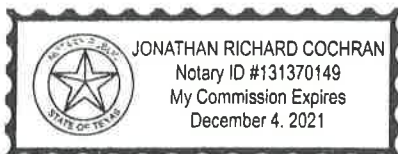


EXHIBIT A

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

EXHIBIT A

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

Shane Shafer

March 29, 2018

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

DATE



EXHIBIT A

PROPERTY ADDRESS: 21024 MELBER LANE, MANOR, TEXAS 79853

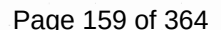


EXHIBIT "A"

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,

EXHIBIT "A"

FIELD NOTES

JOB NO. 16654

DATE: NOVEMBER 22, 2016

PAGE 2 OF 4

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 Document 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

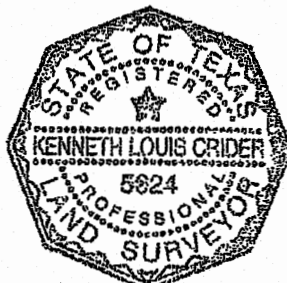
DATE: NOVEMBER 22, 2016

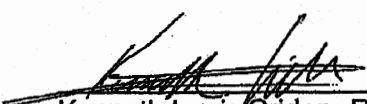
PAGE 3 OF 4

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.




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

JOB NO: 16654
DRAWN: RCC
P.C.: GC/BR

Page 163 of 364

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

EXHIBIT B-1

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

Page 1 of 2

1426-900-133-107.743 AC MUD ANNEX.RTF

EXHIBIT B-1

107.743 Acres

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.

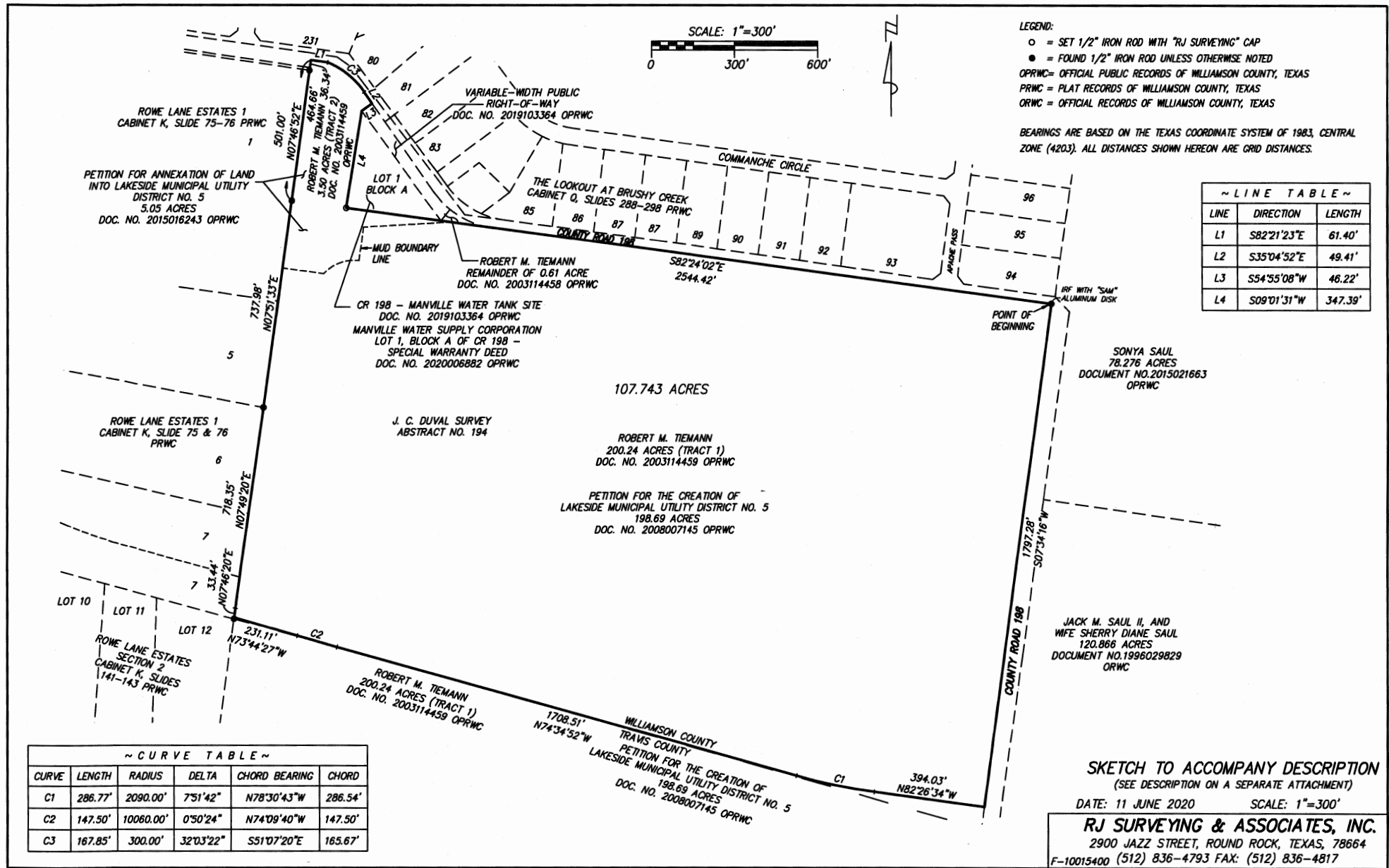
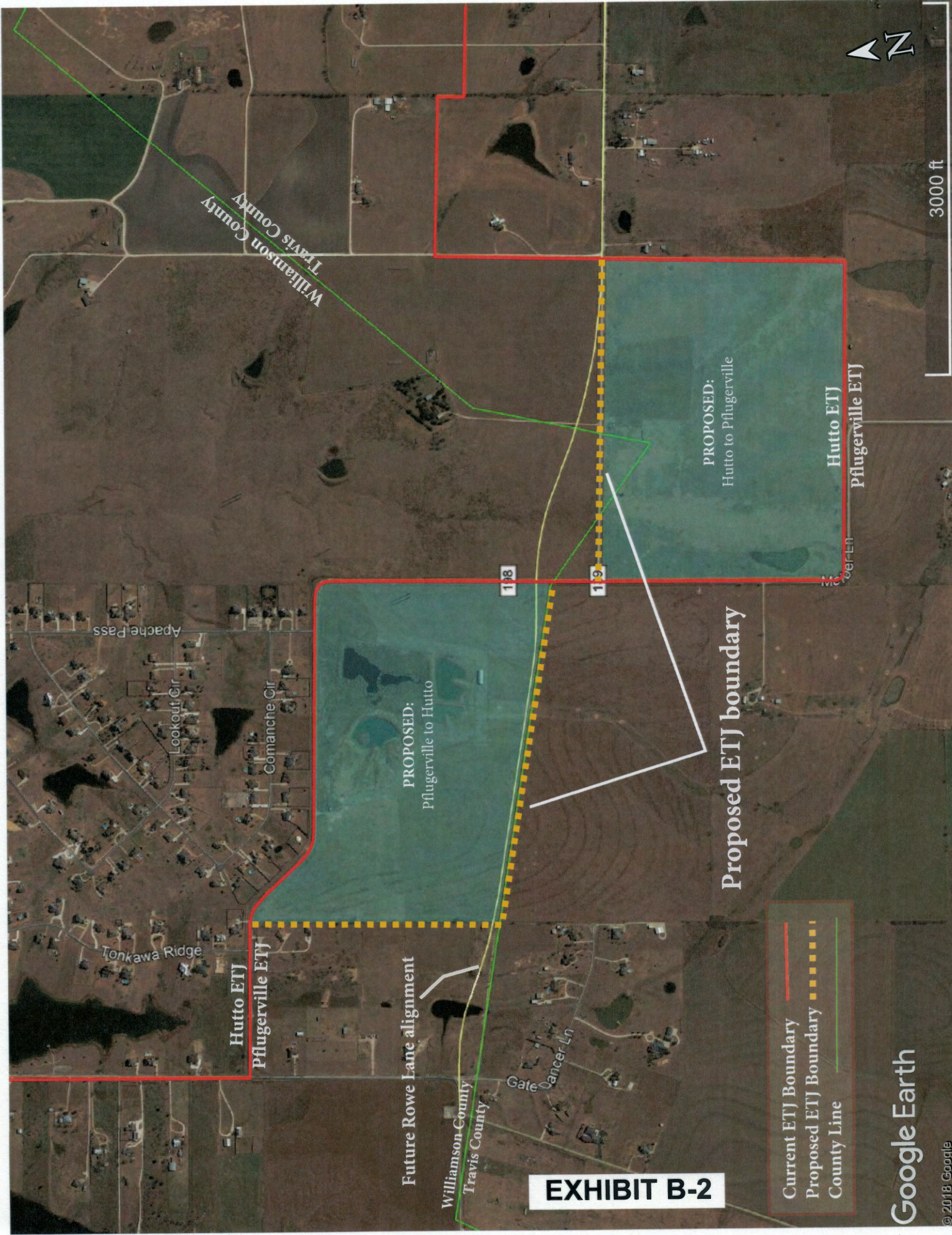


EXHIBIT B-1



3000 ft

Williamson County
Travis County

PROPOSED:
Hutto to Pflugerville

Hutto ETJ
Pflugerville ETJ

Proposed ETJ boundary

PROPOSED:
Pflugerville to Hutto

Hutto ETJ
Pflugerville ETJ

Future Rowe Lane alignment

Williamson County
Travis County

EXHIBIT B-2

Current ETJ Boundary

Proposed ETJ Boundary

County Line

Google Earth

© 2018 Google

EXHIBIT C

WASTEWATER INTERCEPTOR DRAWING

EXHIBIT C

EXHIBIT D

CONCEPTUAL LOTTING PLAN

EXHIBIT D

Land Use Summary			
Use	Acres	Density	Units
Residential			
45' x 125' Lots	217.2 Ac.	270	30.2%
55' x 125' Lots		442	49.4%
70' x 125' Lots		182	20.4%
Subtotal	217.2 Ac.	4.1 U/Ac.	894 100.0%
Additional Land Study			
55' x 125' Lots	35.8 Ac.	30	28.9%
70' x 125' Lots		73	70.2%
Estate Lot		1	.9%
Subtotal	35.8 Ac.	2.9 U/Ac.	104 100.0%
Residential	253.0 Ac.	3.9 U/Ac.	998
Non-Residential			
School	20.1 Ac.		
Public Facility	1.1 Ac.		
Right of Way	15.7 Ac.		
Rowe Lane and CR 198			
Open Space Total	275.1 Ac.		
Open Space	84.9 Ac.		
Flood Plain (Ag Exempt)	172.4 Ac.		
Electrical Easement	14.5 Ac.		
Community Recreation	3.3 Ac.		
Subtotal	312.0 Ac.		
Project Totals	565.0 Ac.	1.76 U/Ac.	998

* Acreage is approximate. Not based on Survey.

Lot Breakdown By ISD		
Lot Size	Plugerville	Hutto
45' x 125'	181	89
55' x 125'	46	427
70' x 125'	0	255
Estate	0	1
Total	226	772

LEGEND	
	FEMA Floodplain
	PLAT Floodplain
	Electrical Easement
	Open Space

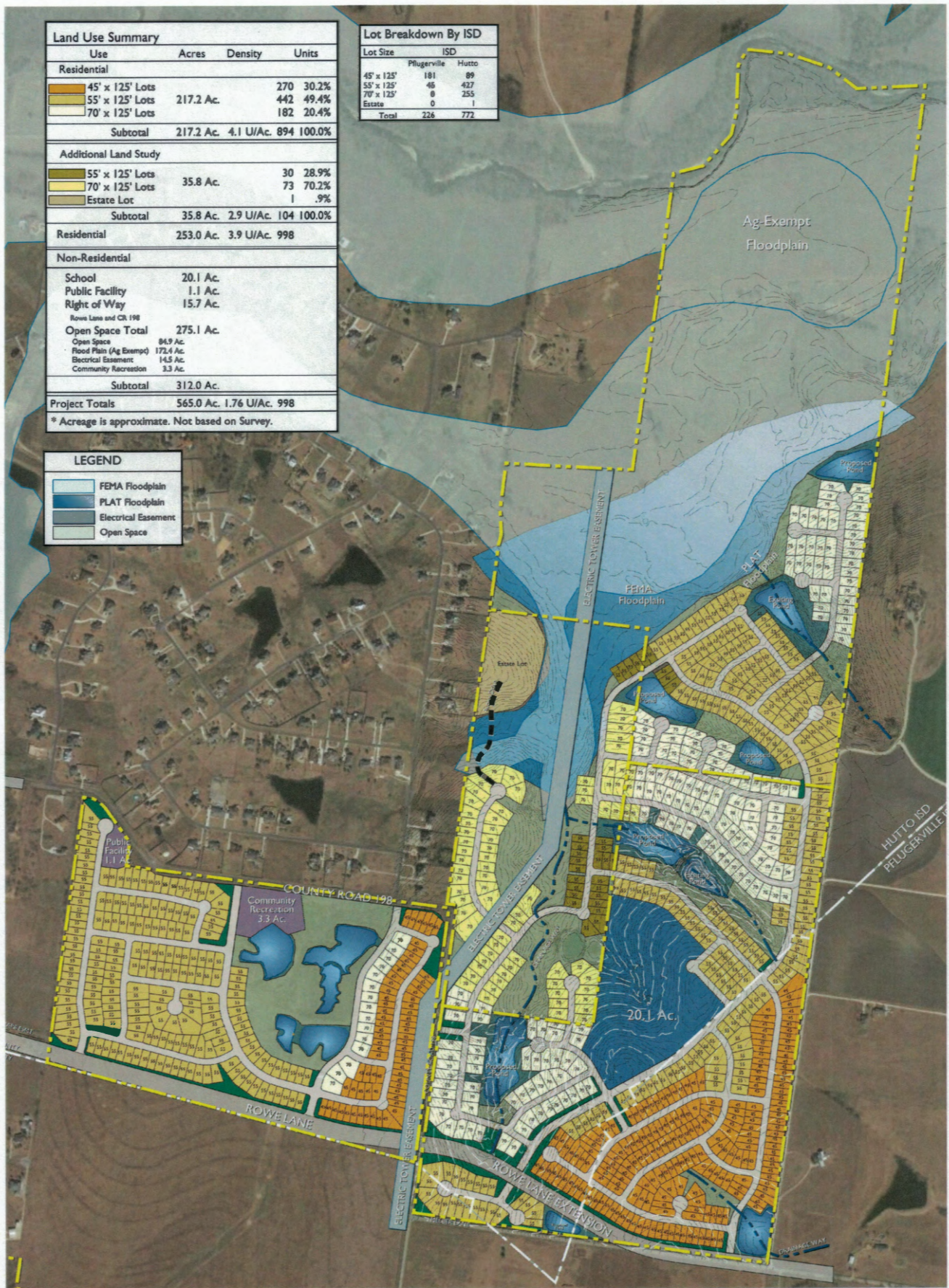


EXHIBIT E

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

EXHIBIT E

(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:

EXHIBIT E

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

EXHIBIT E

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.

EXHIBIT E

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.

EXHIBIT E

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 its 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.

EXHIBIT E

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.

EXHIBIT E

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.

EXHIBIT E

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.

EXHIBIT E

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.

EXHIBIT E

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

EXHIBIT E

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

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 G

PROPOSED ISD BOUNDARY CHANGE GRAPHIC

Current ISD Boundaries



Proposed ISD Boundaries with school district swap and Hutto elementary site dedication.
(no student currently in either swap area)

Proposed embedded elementary site to be dedicated

Hutto ISD

Pflugerville ISD

Google Earth

Speidel Dr
© 2021 Google



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 H

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: _____



PROPERTY OWNER NOTICE OF A PUBLIC HEARING
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **DECEMBER 5, 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: Jordan W. Kalbas

Address: 116 Apache Pass Hutto TX 78634

☐ I AM IN FAVOR

☒ I OBJECT

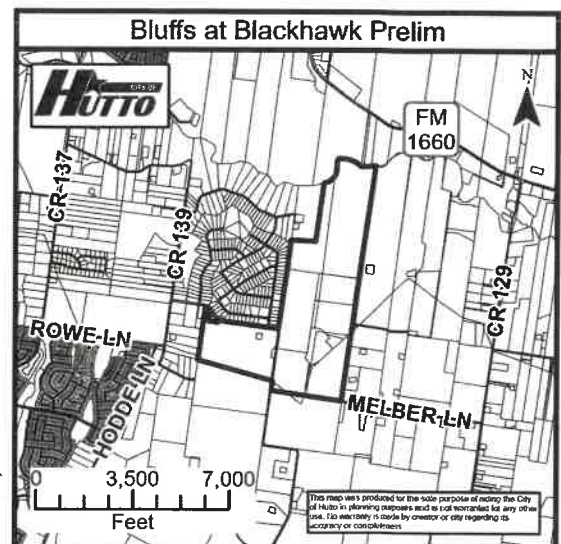
Write comments below, attach additional pages if needed.

The infrastructure (power, water, roads, etc) cannot adequately support this type of growth. Drive Rowe, Hodde, Cameron, Melber, etc - the roads are terrible. Manville + Encor can't keep up. To cram 1,049 more houses is crazy

I object to this development

Thank you

SITE LOCATION MAP





PROPERTY OWNER NOTICE OF A PUBLIC HEARING
TO BE HELD AT THE

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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:

Steven R. Mitchell

Address:

151 Comanche Cir. 78634

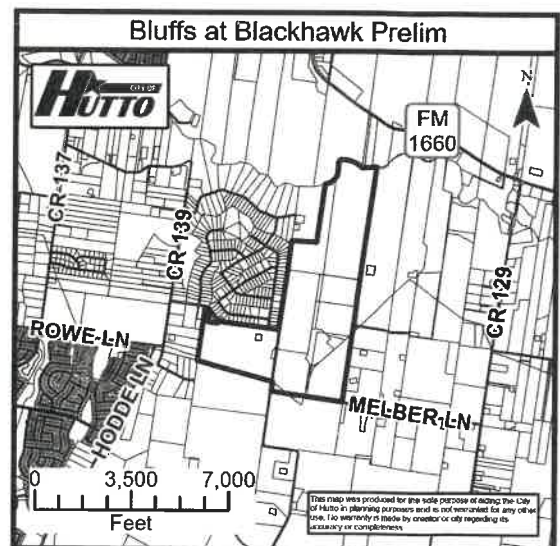
☐ **I AM IN FAVOR**

☒ **I OBJECT**

Write comments below, attach additional pages if needed.

Traffic, noise, privacy!

SITE LOCATION MAP



AGENDA ITEM REPORT

5.3.



To: Planning and Zoning Commission
Subject: Hold a public hearing and consider action on the proposed Park at Brushy Creek Phase 1 Lots 126-127, Block G Replat, 3.236 acres, more or less, of land, two commercial lots, located off of Chris Kelley Boulevard.
Meeting: Tuesday, December 5, 2023
Department: Development Services
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The two lots were originally platted in 2006 as part of The Park and Brush Creek Phase 1 Final Plat. The proposed replat will combine two non-residential lots into a single, legal lot. The property is zoned B-2 (General Commercial).

NORTH: Daycare (B-2, General Commercial District)

SOUTH: Undeveloped ETJ

EAST: Park and Brushy Creek Subdivision (zoned SF-1, Single-Family)

WEST: Chris Kelley Blvd. ROW

SUMMARY OF REQUEST:

STAFF REVIEW:

Notice of the public hearing was sent to 7 adjacent property owners and to date no responses have been received.

This replat has been reviewed and all City comments have been addressed. The replat is in compliance with the applicable subdivision regulations and in conformance with the PUD.

Staff recommends approval of the proposed replat with the condition that should the developer want to vacate the PUE that bisects the property, they may do so prior to plat recordation with the plat, or by separate instrument during Site Planning.

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

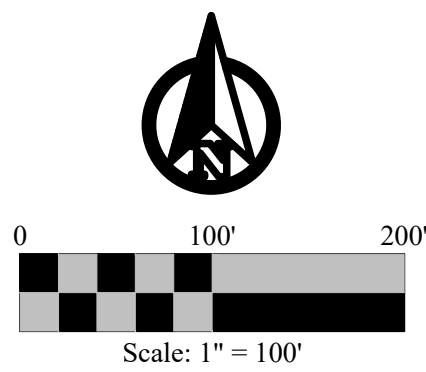
1. ParkAtBrushyCreekPh1Lots126-127BlkG-Replat-U1-Plat(10-11-23)

AGENDA ITEM REPORT

5.3.



2. Park at Brushy Creek Zoning Map



- MONUMENTS / DATUMS / BEARING BASIS**
Monuments are found if not marked MNS or CRS.
- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set
TBM ⬤ Site benchmark (see vicinity map for general location)
Coordinate values, if shown, are US.SyFt./TxCS,'83,CZ
Elevations, if shown, are NAVD'88 (Geoid 18)
Bearings are based on the TxCS,'83,CZ
Distances & areas shown are represented in surface values
- TYPE I ○ TxDOT Right of Way tapered concrete monument

- LEGEND OF ABBREVIATIONS**
- US.SyFt. United States Survey Feet
TxCS,'83,CZ Texas Coordinate System of 1983, Central Zone
NAVD'88 North American Vertical Datum of 1988
P.R.W.C.T. Plat Records of Williamson County, Texas
O.P.R.W.C.T. Official Public Records of Williamson County, Texas
D.R.W.C.T. Deed Records of Williamson County, Texas
VOL/PG/INST# Volume/Page/Instrument Number
POB/POC Point of Beginning/Point of Commencing
ESMT/BL Easement/Building Line
PUE Public Utility Easement

PLAT NOTES:

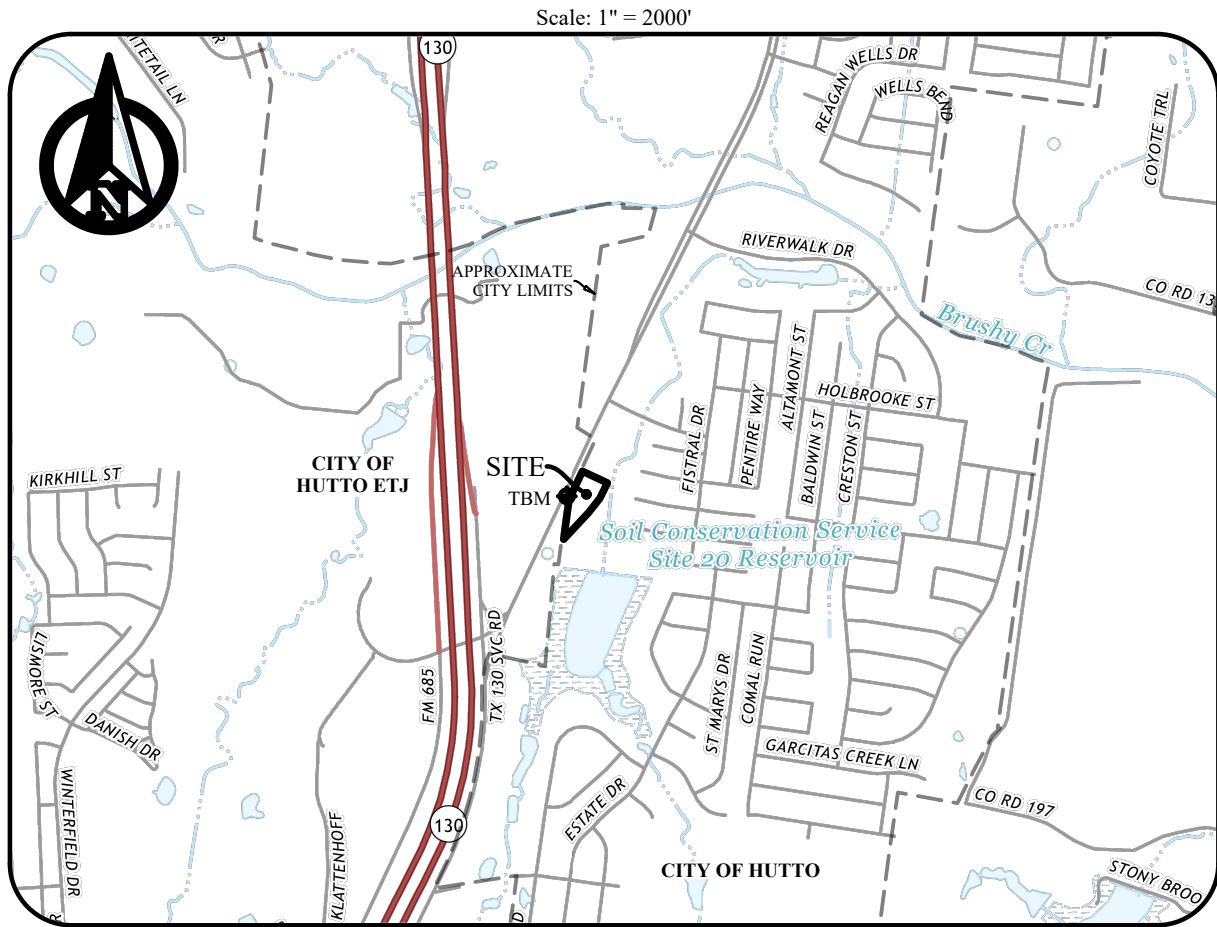
- No building, fencing, landscaping or structures are allowed within any drainage easement unless expressly permitted by the City of Hutto.
- Building setbacks shall conform to UDC requirements, as amended.
- A Ten (10) foot Public Utility Easement (PUE) is hereby dedicated along and adjacent to all street side property lines for water, sewer, and storm sewer.
- A five (5) foot Public Utility Easement (PUE) is hereby dedicated along and adjacent to all street side property lines for utilities other than water, sewer, and storm sewer lines.
- A three (3) foot Public Utility Easement (PUE) 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.
- Street lighting shall be provided by the developer in conformance with the UDC requirements, as amended.
- Sidewalks shall be constructed on both sides of all streets within and bounding this subdivision, in conformance with the UDC, as amended.
- Wastewater service for this subdivision will be available through the City of Hutto after the appropriate 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.
- 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 1/2" per foot for a distance of at least ten (10) feet.
- Utility providers for this development are:
Water: Manville Water Supply Corporation
Wastewater: City of Hutto
Electric: Oncor Electric Delivery
Gas: Atmos Energy
- Water will be available through Manville Water Supply Corporation after appropriate water system is installed to this site. Wastewater will be available through City of Hutto after appropriate wastewater system is installed to this site. Manville Water Supply Corporation and the City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
- No portion of this tract is encroached by a Special Flood Hazard Area inundated by the 100-year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map No. 48491C0515F, dated 2019/12/20, for Williamson County, Texas.
- 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.
- All subdivision construction shall conform to the City of Hutto Unified Development Code, construction standards, and generally accepted engineering practices.
- All easements on private property shall be maintained by the property owner or his or her assigns.
- This subdivision is zoned General Commercial (B-2).
- The maximum impervious coverage per non-residential lot is 60%.

SURVEYOR'S NOTES:

- The site benchmark is a mag nail with metal washer stamped "JPH BENCHMARK" set in a concrete curb in the southeast margin of F.M. 685, located approximately 1,050 feet southwesterly from the intersection of F.M. 685 and Great Western Drive. Benchmark Elevation = 649.48' (NAVD'88). See vicinity map for general location.
- This property is subject to Easements recorded in Volume 581, Page 668, D.R.W.C.T., Instrument Numbers 2006041170, 2008065903, 2006058268 and 2011079297, O.P.R.W.C.T. These easements are blanket in nature and cannot be accurately plotted hereon.

- LEGEND OF LINE TYPES**
- PLAT BOUNDARY LINE
- - - - - DEED/ADJOINER
- - - - - EASEMENT LINE
- - - - - APPROXIMATE CITY LIMITS LINE
- - - - - FEMA FLOODPLAIN LINE
- - - - - ONE-FOOT CONTOUR LINES

VICINITY MAP



REPLAT
OF
LOTS 126 AND 127, BLOCK G
THE PARK AT BRUSHY CREEK, PHASE I

BEING A REPLAT OF
LOTS 126 AND 127, BLOCK G
THE PARK AT BRUSHY CREEK, PHASE I
CABINET CC, SLIDE 69-72, P.R.W.C.T.

CITY OF HUTTO
WILLIAMSON COUNTY, TEXAS

A SUBDIVISION OF 3.236 ACRES
NUMBER OF LOTS: 1
NUMBER OF BLOCKS: 1
LOT TYPE: COMMERCIAL
RIGHT-OF-WAY AREA: 0
LINEAR FEET OF NEW STREETS: 0

PREPARED ON: JULY 19, 2023
SUBMITTAL DATE: SEPTEMBER 11, 2023

OWNER:

Williamson County Emergency
Services District No. 3
501 Exchange Blvd.
Hutto, Texas 78634

SURVEYOR:

JPH Land Surveying, Inc.
1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(817) 431-4971

ENGINEER:

Hagood Engineering Associates
900 E. Main Street
Round Rock, Texas 78664
(512) 244-1546



JPH Job/Drawing No. (see below)
2023.399.001 1527 Chris Kelley Blvd, Hutto, WillCo, TX-PLAT.dwg
© 2023 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston | San Antonio

REPLAT
OF
LOTS 126 AND 127, BLOCK G
THE PARK AT BRUSHY CREEK, PHASE I

METES AND BOUNDS DESCRIPTION:

Being all that certain tract or parcel of land containing 3.236 acres, situated in Williamson County, Texas; being Lots 126 and 127, Block G, *THE PARK AT BRUSHY CREEK, PHASE I*, an addition to the City of Hutto, recorded in Cabinet CC, Slides 69-72 of the Plat Records of Williamson County, Texas; same being that tract described in a Special Warranty Deed to Williamson County Emergency Services District No. 3, recorded under Instrument No. 2018069457 of the Official Public Records of Williamson County, Texas; the subject tract is more particularly described as follows:

BEGINNING at a 1/2-inch capped rebar stamped “JPH Land Surveying” set in the east right-of-way line of F.M. 685 (a variable width right-of-way per Texas Department of Transportation Right-of-Way Map, Control 0757 | Section 01 | Job 018), at the common west corner of Lot 125, Block G of said *THE PARK AT BRUSHY CREEK, PHASE I* and said Lot 126;

THENCE SOUTH 65° 01' 19” EAST with the common line of said Lots 126 and 125, a distance of 288.08 feet to a 1/2-inch capped rebar stamped “JPH Land Surveying” set in the west line of Lot 122, Block G (Greenbelt, Parkland, Drainage and Public Utility Easement) of said *THE PARK AT BRUSHY CREEK, PHASE I*, at the common east corner of said Lots 126 and 125;

THENCE with the west line of said Lot 122, and in part with the east lines of said Lots 126 and 127, the following bearings and distances:

1. SOUTH 26° 23' 04” WEST, a distance of 180.06 feet to a 1/2-inch capped rebar stamped "BRYAN TECH SERVICES" found;
2. SOUTH 38° 23' 32” WEST, a distance of 186.03 feet to a 1/2-inch capped rebar stamped “JPH Land Surveying” set, from which a 1/2-inch capped rebar stamped "BRYAN TECH SERVICES" found bears SOUTH 67° 01' EAST, a distance of 1.09 feet;
3. SOUTH 42° 52' 27” WEST, a distance of 382.88 feet to a 1/2-inch capped rebar stamped “JPH Land Surveying” set in the east line of the tract described as 11.24 acres in a Special Warranty Deed to Dreamgirl, L.P., a New Mexico Limited Partnership, recorded under Instrument Number 2009093521 of said Official Public Records;

THENCE NORTH 07° 34' 36” EAST, with the west line of said Lot 127, a distance of 231.91 feet to a point in the east right-of-way line of said F.M. 685, from which a 1/2-inch capped rebar stamped "CHAPARRAL BOUNDARY" found bears SOUTH 73° 19' EAST, a distance of 0.50 feet, and from which a 1/2-inch capped rebar stamped "BRYAN TECH SERVICES" found bears SOUTH 85° 08' EAST, a distance of 0.83 feet;

THENCE with the east right-of-way line of said F.M. 685, and in part with the west lines of said Lots 126 and 127, the following bearings and distances:

1. NORTH 07° 55' 43” EAST, a distance of 183.28 feet to a 1/2-inch capped rebar stamped “JPH Land Surveying” set, from which a a 1/2-inch rebar found bears SOUTH 87° 07' EAST, a distance of 1.26 feet;
2. NORTH 25° 01' 16” EAST, a distance of 328.80 feet to the **POINT OF BEGINNING**, enclosing 3.236 acres of land.

OWNER'S CERTIFICATION

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

I, Scott Kerwood, Chief of Williamson County Emergency Services District No. 3, sole owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2018069457 of the Official Public Records of Williamson County, Texas, 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 Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as *REPLAT OF LOTS 126 AND 127, BLOCK G, THE PARK AT BRUSHY CREEK, PHASE I*.

Witness my hand at _____ County, Texas, this ____ day of _____, 20____.

Scott Kerwood, Chief
Williamson County Emergency Services District No. 3
501 Exchange Blvd.
Hutto, Texas 76534

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

Before me, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared Scott Kerwood, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office on this the ____ day of _____, 20____.

Notary Public in and for the State of Texas

Notary Public printed name

My commission expires on: _____

SURVEYOR'S CERTIFICATION

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

That I, **Chris Henderson**, Registered Public Surveyor, No. 6831, 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 June 19, 2023.

TO CERTIFY WHICH, WITNESS my hand and seal at Round Rock, Williamson County, Texas, this ____ day of _____, 20____.

Chris Henderson
Registered Professional
Land Surveyor, No. 6831
chris@jphls.com
Date:

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.

~RELEASED FOR REVIEW TO ON OCT. 5, 2023.

ENGINEER'S CERTIFICATION

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

I, Terry R. Hagood, 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 Georgetown, Williamson County, Texas, this ____ day of _____, 20____.

Terry R. Hagood
Licensed Professional Engineer No. 52960
State of Texas
Date: _____

CITY DEVELOPMENT SERVICES APPROVAL

This subdivision is located within the City of Hutto, this the ____ day of _____, 20____ A.D.

Ashley Bailey, AICP
Director of Development Services

Date

PLANNING AND ZONING COMMISSION CHAIR APPROVAL

This plat was approved for recording by the Planning and Zoning Commission Chair on the ____ day of _____, 20____ A.D.

Susanna Boyer
Planning and Zoning Chair, City of Hutto

Date

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

That I, Nancy 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 _____, 20____, A.D. at ____ O'clock __.M., and duly recorded on the ____ day of _____, 20____, A.D. at ____ O'clock __.M, in the Plat Records of said County in Instrument Number _____.

To certify which, witness my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last written above.

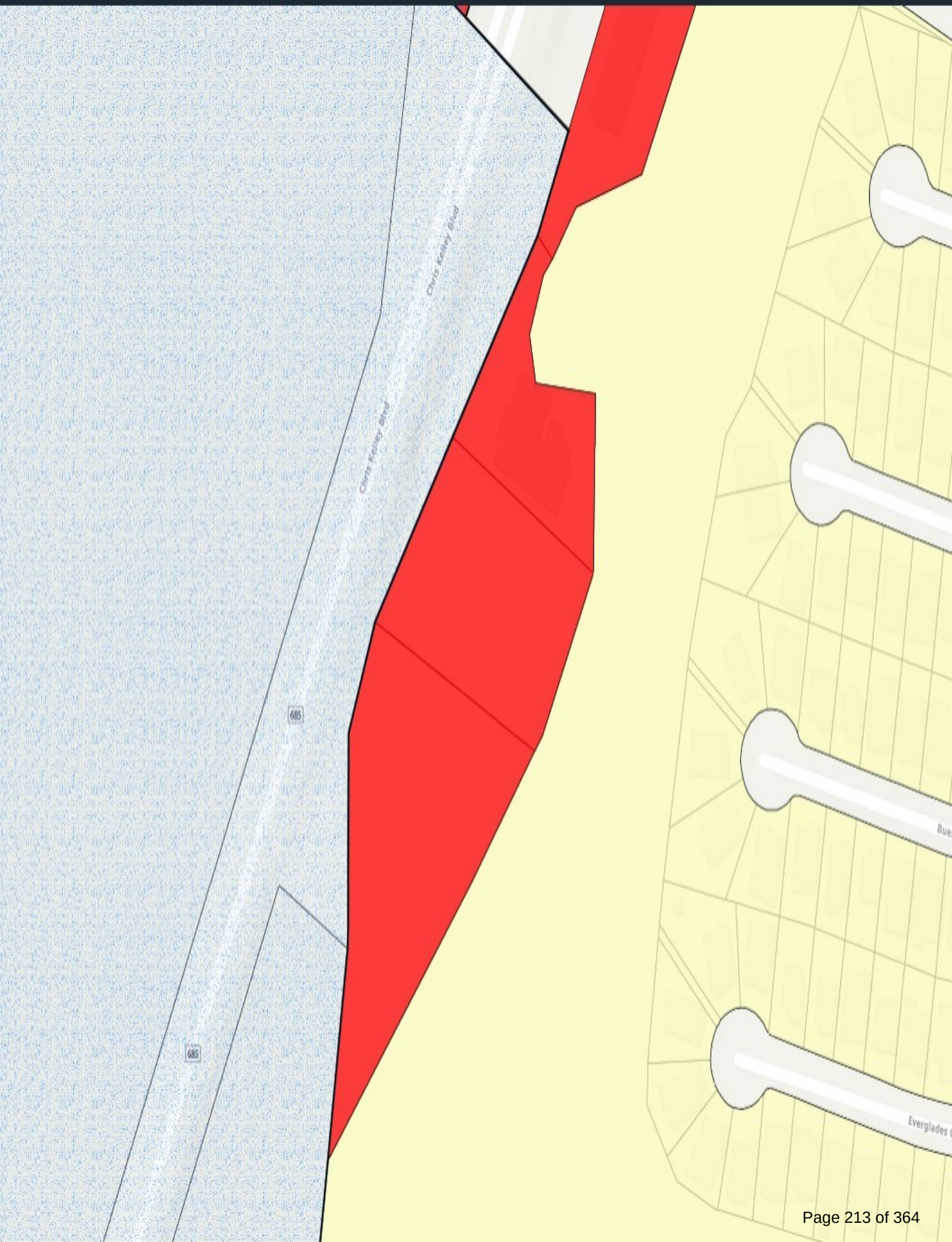
Nancy Rister, Clerk, County Court
of Williamson County, Texas

BY: _____
Deputy



JPH Job/Drawing No. (see below)
2023.399.001 1527 Chris Kelley Blvd, Hutto, WillCo, TX-PLAT.dwg
© 2023 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston | San Antonio

Hutto Official Zoning Map



AGENDA ITEM REPORT

5.4.



To: Planning and Zoning Commission
Subject: Conduct a public hearing for the proposed Heritage Mill South Subdivision Revised Preliminary Plat, 188.93 acres, more or less, of land, 679 lots, located off of FM 1660 South.
Meeting: Tuesday, December 5, 2023
Department: Development Services
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

This item is a public hearing only.

The proposal consists of a revised preliminary plat for 679 lots including 659 residential lots, six greenline lots, nine open space lots, and five open space/drainage lots. The property is in the Harris Straub Wallin Consent Agreement MUD No 35 2-25-21 and will remain in the ETJ.

WEST: Single Family (SF-1), Ray Elementary; Brooklands Subdivision

NORTH: ETJ, Individual Homes and Vacant

EAST: Single Family (SF-1), Proposed Gola Subdivision

SOUTH: ETJ, Individual Homes and Vacant

SUMMARY OF REQUEST:

Property owners within 200' of the subject property were noticed in accordance with the UDC. No responses were received at the time of packet publishing.

STAFF REVIEW:

This is a public hearing only as required by the UDC.

FISCAL NOTES:

N/A

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

1. Heritage Mill South Revised Preliminary Plat - Update #3 Staff Comments

AGENDA ITEM REPORT

5.4.



Heritage Mill South Revised Preliminary Plat - Update #3

11/22/2023

Attendees

Ashley Bailey (ashley.bailey@huttotx.gov)
Sofia Sierra (sofia.sierra@huttotx.gov)
Matt Rector (matt.rector@huttotx.gov)

Documents

HeritageMillSouthPrelim-U3-Prelim(10-31-23).pdf
HeritageMillSouthPrelim-U3-ComResp(10-31-23).pdf
HeritageMillSouthPrelim-U3-FPRpt(10-31-23).pdf
HeritageMillSouthPrelim-U3-HydroRpt(10-31-23).pdf
HeritageMillSouthPrelim-U3-DrainRpt(10-31-23).pdf

PRELIMINARY PLAT AMENDMENT
CITY OF HUTTO ETJ
WILLIAMSON COUNTY, TEXAS

FYI These sheets can be submitted only as supporting/additional documents but not as part of the plat set

NOTES: 28 PROPOSED LOT NUMBER

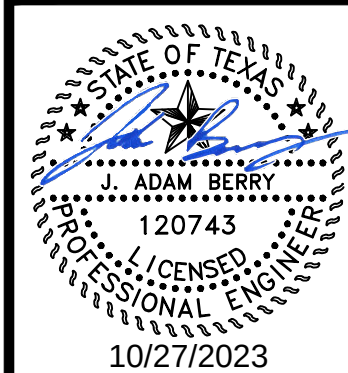
1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH WILLIAMSON COUNTY SUBDIVISION REGULATIONS APPENDIX D, RESERVE LOT SETBACK DETAIL OF LOT STREET.
3. A 5' P U E IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
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 THIS SUBDIVISION IN CONFORMANCE WITH THE UDC, AS AMENDED.
7. IN ORDER TO PROMOTE DRAINAGE AROUND FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AROUND FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET FOR FRONT AND REAR YARDS AND 5 FEET FOR SIDE YARDS.
8. FINISH FLOOR ELEVATION FOR RESIDENTIAL LOTS ADJACENT TO THE PROPOSED/EXISTING PONDS, PROPOSED/EXISTING CHANNELS OR EXISTING 100-YEAR FLOODPLAIN SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 100-YEAR FLOODPLAIN OR 100-YEAR WATER SURFACE ELEVATION, WHICHEVER IS HIGHER.
9. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

WATER	CITY OF HUTTO
WASTEWATER	CITY OF HUTTO
GAS	ATMOS
ELECTRIC	ONCOR
10. AMENITY, OPEN SPACE, AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
11. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
12. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC, AS AMENDED.
13. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
14. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
15. 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.
16. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 32 FEET WIDE. IF THE STREETS ARE LESS THAN 32 FEET IN WIDTH LINE FINE LINE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SECTION 10.1103.6.2.) IN ANY EVENT THE PAVEMENT WIDTH SHALL BE NO LESS THAN WILLIAMSON COUNTY STANDARDS.
17. ALL OPEN SPACE LOTS TO BE PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS EASEMENT.
18. A PORTION OF THIS TRACT IS ENCRONOACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0520F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
19. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO WILLIAMSON COUNTY STANDARDS OR CITY OF HUTTO UNIFIED DEVELOPMENT CODE WHERE WILLIAMSON COUNTY STANDARDS ARE SILENT.
20. ALL DRAINAGE SITES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
21. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM WILLIAMSON COUNTY ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH. THIS DEVELOPMENT WILL PARTICIPATE IN THE CITY OF HUTTO'S REGIONAL STORMWATER MANAGEMENT PROGRAM.
22. THIS SUBDIVISION IS SUBJECT TO A CONSENT AGREEMENT, DATED FEBRUARY 25, 2021, PASSED IN CITY RESOLUTION NO. R-2021-01, RECORDED IN DOCUMENT NO. 2021043665.
23. AS PART OF REFRAMMENT, AS SHOWN HEREON, CONSISTS OF MULTI-FAMILY LOTS, PER CONSENT AGREEMENT DOC. NO. 2021043665, THE DEVELOPER SHALL NOT REFRAMMENT THE STRUCTURES OR AFTER THE EFFECTIVE DATE OF THE CONSENT AGREEMENT.
24. NO DEVELOPMENT SHALL BEGIN PRIOR TO THE WILLIAMSON COUNTY FLOOD PLAN ADMINISTRATION AND DD27.
25. SINGLE FAMILY DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PAVED ROAD AND NOT TO OR 163 OR OUTSIDE THE LOOP THE ADJACENT COUNTY ROADS.
26. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS (WCWSR 8.6).
27. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
28. LOTS WITH LESS THAN 50% OF FRONTAGE MAY NOT BE FURTHER SUBDIVIDED.
29. WILLIAMSON COUNTY NO LONGER OWNS OR MAINTAINS CR 163. CR 163 WAS ANNEXED INTO CITY OF HUTTO WITH THE ADJACENT BROOKLANDS DEVELOPMENT AND IS OWNED AND MAINTAINED BY CITY OF HUTTO. ADDITIONAL CR 163 ROAD PROPOSED WITH THIS DEVELOPMENT SHALL BE TO THE CITY OF HUTTO.
30. SOUTHEAST LOT IS NOT PROPOSED TO BE CONSTRUCTED AS PART OF THIS PRELIMINARY PLAT. IT IS ANTICIPATED THAT THE CORNER PLAT RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY WILLIAMSON COUNTY AND/OR ANOTHER GOVERNMENTAL ENTITY, BUT NOT BY THE OWNER OR DEVELOPER OF THIS SUBDIVISION.
31. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOT 1 BLOCK AA, LOT 18 BLOCK Y, LOT 24 BLOCK Z, LOT 57 BLOCK J, LOT 1 BLOCK CC, AND LOT 43 BLOCK BB, PROPOSED WITH THIS PRELIMINARY PLAT. THE PURPOSE OF THIS PRELIMINARY PLAT IS NOT TO BE COMPLETED OR FILED FOR RECORD BY WILLIAMSON COUNTY AND/OR ANOTHER GOVERNMENTAL ENTITY, BUT NOT BY THE OWNER OR DEVELOPER OF THIS SUBDIVISION.



HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS

OVERALL PRELIMINARY PLAN



Page 217 of 364

ENGINEERING REVIEW
Review is for general compliance only. Sole responsibility for correctness remains with the Engineer of Record.

☐ No Exceptions Taken
☐ Revise as Noted
☒ Denied. Revise and Resubmit.

SURVEYOR:
BGE, INC.
101 WEST LOUIS HENNA BLVD
SUITE 1000
AUSTIN, TX 78744

VICINITY MAP 1" = 5,000'

g:\TXC\Projects\brohm_homes\8843-00\heritage_mill\LD01_CADD\01_Shts\8843-13-C-SP-PRELIM.dwg Layout: PRELIMINARY PLAN (SHEET 1 OF 2) Plotted: 10/9/2023 4:18:55 PM



HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAN (SHEET 1 OF 2)

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

DATE: APR

BGE, INC.
101 W. Louis Henna Blvd. Suite 400
AUSTIN, TX 78728
TYPE Registration No. F-1046
TEL 512.679.9460 www.bgeinc.com

SHEET
2 OF 11

Page 218 of 364

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METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 190.991 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, AND THE WILLIAM GATLAN SURVEY NUMBER 23, ABSTRACT 271, BOTH OF WILLIAMSON COUNTY, TEXAS; BEING OUT OF A CALLED 271.214 ACRE TRACT OF LAND AS CONVEYED BY UNTO CLAYTON PROPERTIES GROUP, INC. IN DOCUMENT NUMBER 2021007407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 190.991 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE at a broken Texas Department of Transportation (TxDOT) Type I concrete right-of-way monument found on the east line of a called 15.01 acre tract of land conveyed unto the Hutto Independent School District in Document Number 2006015406 of the Official Public Records of Williamson County, Texas, at the northwest corner of the north terminus of County Road 163 (Apparent R.O.W. - Varies), no deed of record found, at a southwest corner of F.M. 1660 (R.O.W. - Varies), as described in Volume 394, Page 608 and Volume 396, Page 411, both of the Deed Records of Williamson County, Texas, and Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242, all of the Official Records of Williamson County, Texas, THENCE, S 82°35'02" E, over and across the right-of-way of said County Road 163, a distance of 42.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northeast corner of the north terminus of said County Road 163, at the northwesterly corner of said 271.214 acre tract; THENCE, S 07°48'41" W, coincident with the common line of the 271.214 acre tract and said apparent right-of-way, a distance of 1,853.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, in a northeasterly direction, departing said common line, over and across the 271.214 acre tract, the following twenty (20) courses:

1) S 82° 11' 19" E, a distance of 17.81 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) S 82° 04' 39" E, a distance of 126.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract

3) N 07° 55' 21" E, a distance of 3.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

4) S 82° 19' 38" E, a distance of 204.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

5) S 48° 28' 30" E, a distance of 103.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

6) N 51° 31' 30" E, a distance of 53.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

7) S 38° 28' 31" E, a distance of 175.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

8) N 51° 31' 29" E, a distance of 850.87 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

9) S 82° 30' 23" E, a distance of 115.42 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for a re-entrant corner of the herein described tract;

10) Curving to the left, with a radius of 272.50 feet, an arc length of 38.56 feet, a central angle of 08° 06' 25", a chord bearing of N 17° 40' 40" E, and a chord distance of 38.53 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a corner of the herein described tract;

11) S 76° 22' 33" E, a distance of 55.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract

12) S 78° 00' 21" E, a distance of 120.58 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

13) N 13° 27' 58" E, a distance of 8.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

14) S 79° 02' 23" E, a distance of 120.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract

15) S 10° 04' 57" W, a distance of 20.56 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

16) S 78° 40' 15" E, a distance of 55.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract

17) S 77° 07' 06" E, a distance of 131.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract

18) S 12° 32' 49" W, a distance of 223.83 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

19) thence N 50° 45' 35" E a distance of 676.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

20) N 52° 27' 05" E, a distance of 328.16 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 271.214 acre tract and a called 61.40 acre tract of land described as Tract 2 as conveyed unto Starlight Homes Texas, LLC, in Document Number 2021074553 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, S 07°48'41" W, coincident with said common line, passing at a distance of 4,905.93 feet to a 2-inch iron pipe found on line, and continuing on for a total distance of 4,965.01 feet to a calculated point in the center of Brushy Creek on the north line of Lot 132, The Lookout At Brushy Creek Subdivision as recorded in Cabinet Q, Slides 288-298 of the Plat Records of Williamson County, Texas, at the common corner of the 271.214 acre tract and the 61.40 acre tract, for the southeast corner of the herein described tract;

THENCE, in a northwesterly direction along the meanders of the centerline of Brushy Creek, coincident with the common line of the 175 acre tract and Lots 132, 133, & 134, said The Lookout At Brushy Creek, an area of unclear Title (old apparent R.O.W.), a called 23.4488 acre tract of land conveyed unto Ramswaroop R. Boddu A/K/A Ramswaroop Boddu and Spouse Resmi Surendran in Document Number 2008062891 of the Official Public Records of Williamson County, Texas, a called 12.2254 acre tract of land conveyed unto Kelley R. Buchanan and Sammy D. Buchanan in Document Number 2011071560 of the Official Public Records of Williamson County, Texas and a called 10.286 acre tract of land conveyed unto Robert G. Vitek and Wife Vickie V. Vitek in Volume 812, Page 282 of the Deed Records of Williamson County, Texas the following eighteen (18) courses:

1) N 88°44'41" W a distance of 93.69 feet to a calculated point for an angle point of the herein described tract;

2) N 74°40'50" W a distance of 155.02 feet to a calculated point for an angle point of the herein described tract;

3) N 50°00'02" W a distance of 106.55 feet to a calculated point for an angle point of the herein described tract;

4) N 08°17'00" E a distance of 141.71 feet to a calculated point for an angle point of the herein described tract;

5) N 40°26'55" E a distance of 212.66 feet to a calculated point for an angle point of the herein described tract for corner;

6) N 33°05'26" E a distance of 126.52 feet to a calculated point for an angle point of the herein described tract;

7) N 22°46'03" W a distance of 194.42 feet to a calculated point for an angle point of the herein described tract;

8) N 56°30'03" W a distance of 365.50 feet to a calculated point for an angle point of the herein described tract;

9) N 69°48'10" W a distance of 236.62 feet to a calculated point for an angle point of the herein described tract;

10) S 72°50'18" W a distance of 218.77 feet to a calculated point for an angle point of the herein described tract;

[illegible]

40) N 4082 4152 W, a distance of 007.70 feet to a calculated point for an angle point of the bearing described track.

13) N 54°01'20" W a distance of 140.37 feet to a calculated point for an angle point of the herein described tract;

14) N 75° 48' 19" W a distance of 118.98 feet to a calculated point for an angle point of the herein described tract; and

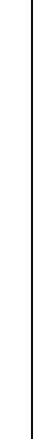
15) S 85°30'32" W a distance of 105.55 feet to a calculated point at the southeast corner of the southern terminus of the aforementioned apparent right-of-way of County Road 163, at the southwest corner of the 271.214 acre tract, for the southwest corner of the herein described tract;

16) N 39°39'54" W a distance of 321.50 feet to a calculated point for an angle point of the herein described tract;

17) N 42°52'21" W a distance of 276.61 feet to a calculated point for an angle point of the herein described tract;

18) N 27°16'46" W a distance of 237.70 feet to a calculated point for an angle point of the herein described tract;

THENCE, N 07°48'41" E, coincident with the common line of the 271.214 acre tract and the apparent east right-of-way line of said County Road 163, a distance of 2,383.43 feet to the POINT OF BEGINNING and containing 190.991 acres of land, more or less.

	HERITAGE MILL SOUTH PRELIMINARY PLAT AMENDMENT HUTTO ETJ & WILLIAMSON COUNTY, TEXAS	BGE, INC. 101 W. Louis Harris Blvd., Suite 400 The Woodlands, TX 77380 TIPE Registration No. F-1048 TEL: 512-879-0400 www.bgeinc.com		DESIGNED BY:	AMC	△
				REVIEWED BY:	JAB	△
				DRAWN BY:	AMC	△
						△
						△
			DESCRIPTION	REV	DATE	APR
METES & BOUNDS DESCRIPTION						

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Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK AA LOT 1	MULTI-FAMILY (SEE NOTE 31)	140426	
BLOCK AA LOT 2	40' FRONT	5952	
BLOCK AA LOT 3	40' FRONT	4800	
BLOCK AA LOT 4	40' FRONT	4800	
BLOCK AA LOT 5	40' FRONT	4800	
BLOCK AA LOT 6	40' FRONT	4800	
BLOCK AA LOT 7	40' FRONT	4800	
BLOCK AA LOT 8	40' FRONT	4800	
BLOCK AA LOT 9	40' FRONT	4800	
BLOCK AA LOT 10	40' FRONT	4800	
BLOCK AA LOT 11	40' FRONT	4800	
BLOCK AA LOT 12	40' FRONT	4800	
BLOCK AA LOT 13	40' FRONT	4864	
BLOCK AA LOT 14	40' FRONT	5116	
BLOCK AA LOT 15	40' FRONT	5464	
BLOCK AA LOT 16	40' FRONT	4992	
BLOCK AA LOT 17	40' FRONT	7588	
BLOCK AA LOT 18	40' FRONT	11554	
BLOCK AA LOT 19	OPEN SPACE/ DRAINAGE	1757897	
BLOCK AA LOT 20	40' FRONT	5764	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK AA LOT 21	50' FRONT	7113	
BLOCK AA LOT 22	50' FRONT	7500	
BLOCK AA LOT 23	50' FRONT	7500	
BLOCK AA LOT 24	50' FRONT	7497	
BLOCK AA LOT 25	50' FRONT	7330	
BLOCK AA LOT 26	50' FRONT	7730	
BLOCK AA LOT 27	50' FRONT	7926	
BLOCK AA LOT 28	50' FRONT	7926	
BLOCK AA LOT 29	50' FRONT	7926	
BLOCK AA LOT 30	50' FRONT	7757	
BLOCK AA LOT 31	50' FRONT	7000	
BLOCK AA LOT 32	50' FRONT	7000	
BLOCK AA LOT 33	50' FRONT	7000	
BLOCK AA LOT 34	50' FRONT	7000	
BLOCK AA LOT 35	50' FRONT	7000	
BLOCK AA LOT 36	50' FRONT	7000	
BLOCK AA LOT 37	50' FRONT	7000	
BLOCK AA LOT 38	50' FRONT	7000	
BLOCK AA LOT 39	50' FRONT	7000	
BLOCK AA LOT 40	50' FRONT	7000	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK AA LOT 41	50' FRONT	7082	
BLOCK AA LOT 42	50' FRONT	5800	
BLOCK AA LOT 43	50' FRONT	5800	
BLOCK AA LOT 44	50' FRONT	5800	
BLOCK AA LOT 45	50' FRONT	5887	
BLOCK AA LOT 46	50' FRONT	6160	
BLOCK AA LOT 47	OPEN SPACE/ DRAINAGE	2111	
BLOCK AA LOT 48	50' FRONT	6618	
BLOCK AA LOT 49	50' FRONT	6597	
BLOCK AA LOT 50	50' FRONT	6741	
BLOCK AA LOT 51	50' FRONT	6885	
BLOCK AA LOT 52	50' FRONT	7029	
BLOCK AA LOT 53	50' FRONT	7153	
BLOCK AA LOT 54	50' FRONT	6093	
BLOCK AA LOT 55	50' FRONT	9648	
BLOCK AA LOT 56	50' FRONT	9280	
BLOCK AA LOT 57	50' FRONT	7099	
BLOCK AA LOT 58	50' FRONT	7232	
BLOCK AA LOT 59	50' FRONT	8678	
BLOCK AA LOT 60	50' FRONT	9105	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK AA LOT 61	50' FRONT	10563	
BLOCK AA LOT 62	50' FRONT	9949	
BLOCK AA LOT 63	50' FRONT	8063	
BLOCK AA LOT 64	50' FRONT	7022	
BLOCK AA LOT 65	50' FRONT	6344	
BLOCK AA LOT 66	50' FRONT	5754	
BLOCK AA LOT 67	50' FRONT	6000	
BLOCK AA LOT 68	50' FRONT	6000	
BLOCK AA LOT 69	40' FRONT	5550	
BLOCK AA LOT 70	40' FRONT	4800	
BLOCK AA LOT 71	50' FRONT	4800	
BLOCK AA LOT 72	50' FRONT	4879	
BLOCK AA LOT 73	50' FRONT	5313	
BLOCK AA LOT 74	50' FRONT	5630	
BLOCK AA LOT 75	50' FRONT	6231	
BLOCK AA LOT 76	50' FRONT	6036	
BLOCK AA LOT 77	50' FRONT	5458	
BLOCK AA LOT 78	50' FRONT	5164	
BLOCK AA LOT 79	40' FRONT	4742	
BLOCK AA LOT 80	40' FRONT	4700	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK AA LOT 81	40' FRONT	4700	
BLOCK AA LOT 82	40' FRONT	4700	
BLOCK AA LOT 83	40' FRONT	4700	
BLOCK AA LOT 84	40' FRONT	4700	
BLOCK AA LOT 85	40' FRONT	4700	
BLOCK AA LOT 86	40' FRONT	4700	
BLOCK AA LOT 87	40' FRONT	4700	
BLOCK AA LOT 88	40' FRONT	4700	
BLOCK AA LOT 89	40' FRONT	4700	
BLOCK AA LOT 90	40' FRONT	6003	
BLOCK BB LOT 27	40' FRONT	5952	
BLOCK BB LOT 28	40' FRONT	4800	
BLOCK BB LOT 29	40' FRONT	4800	
BLOCK BB LOT 30	40' FRONT	4800	
BLOCK BB LOT 31	40' FRONT	4830	
BLOCK BB LOT 32	40' FRONT	5381	
BLOCK BB LOT 33	40' FRONT	5737	
BLOCK BB LOT 34	40' FRONT	6476	
BLOCK BB LOT 35	40' FRONT	7697	
BLOCK BB LOT 36	40' FRONT	8256	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK BB LOT 37	40' FRONT	7255	
BLOCK BB LOT 38	40' FRONT	6685	
BLOCK BB LOT 39	40' FRONT	9066	
BLOCK BB LOT 40	40' FRONT	8790	
BLOCK BB LOT 41	40' FRONT	7579	
BLOCK BB LOT 42	40' FRONT	12620	
BLOCK BB LOT 43	MULTI-FAMILY (SEE NOTE 31)	108760	
BLOCK BB LOT 44	40' FRONT	8178	
BLOCK BB LOT 45	GREEN LINK	2246	
BLOCK BB LOT 46	40' FRONT	11290	
BLOCK BB LOT 47	50' FRONT	7210	
BLOCK BB LOT 48	50' FRONT	5875	
BLOCK BB LOT 49	50' FRONT	5875	
BLOCK BB LOT 50	50' FRONT	5875	
BLOCK BB LOT 51	50' FRONT	5875	
BLOCK BB LOT 52	50' FRONT	5848	
BLOCK BB LOT 53	50' FRONT	5875	
BLOCK BB LOT 54	50' FRONT	5875	
BLOCK BB LOT 55	GREEN LINK	4079	
BLOCK BB LOT 56	50' FRONT	5875	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK BB LOT 57	50' FRONT	5875	
BLOCK BB LOT 58	50' FRONT	5875	
BLOCK BB LOT 59	50' FRONT	5875	
BLOCK BB LOT 60	50' FRONT	5875	
BLOCK BB LOT 61	50' FRONT	5875	
BLOCK BB LOT 62	50' FRONT	5875	
BLOCK BB LOT 63	50' FRONT	7002	
BLOCK BB LOT 64	OPEN SPACE/ DRAINAGE	102679	
BLOCK BB LOT 65	50' FRONT	6743	
BLOCK BB LOT 66	50' FRONT	5814	
BLOCK BB LOT 67	50' FRONT	5820	
BLOCK BB LOT 68	50' FRONT	5825	
BLOCK BB LOT 69	50' FRONT	5831	
BLOCK BB LOT 70	50' FRONT	5837	
BLOCK BB LOT 71	50' FRONT	5843	
BLOCK BB LOT 72	50' FRONT	5848	
BLOCK BB LOT 73	GREEN LINK	4086	
BLOCK BB LOT 74	50' FRONT	5858	
BLOCK BB LOT 75	50' FRONT	5864	
BLOCK BB LOT 76	50' FRONT	5870	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK BB LOT 77	50' FRONT	5875	
BLOCK BB LOT 78	50' FRONT	5881	
BLOCK BB LOT 79	50' FRONT	5887	
BLOCK BB LOT 80	50' FRONT	5883	
BLOCK BB LOT 81	50' FRONT	5886	
BLOCK BB LOT 82	50' FRONT	5904	
BLOCK BB LOT 83	50' FRONT	9430	
BLOCK CC LOT 1	MULTI-FAMILY (SEE NOTE 31)	141547	
BLOCK CC LOT 2	OPEN SPACE	16870	
BLOCK CC LOT 3	40' FRONT	6589	
BLOCK CC LOT 4	40' FRONT	4945	
BLOCK CC LOT 5	40' FRONT	5407	
BLOCK CC LOT 6	40' FRONT	5976	
BLOCK CC LOT 7	40' FRONT	6559	
BLOCK CC LOT 8	40' FRONT	6003	
BLOCK CC LOT 9	40' FRONT	5519	
BLOCK CC LOT 10	40' FRONT	5425	
BLOCK CC LOT 11	40' FRONT	5719	
BLOCK CC LOT 12	40' FRONT	6458	
BLOCK CC LOT 13	40' FRONT	7743	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK CC LOT 14	40' FRONT	9803	
BLOCK CC LOT 15	40' FRONT	6139	
BLOCK CC LOT 16	40' FRONT	5217	
BLOCK CC LOT 17	40' FRONT	5508	
BLOCK CC LOT 18	40' FRONT	5799	
BLOCK CC LOT 19	40' FRONT	6115	
BLOCK CC LOT 20	OPEN SPACE	6190	
BLOCK CC LOT 21	40' FRONT	13541	
BLOCK CC LOT 22	40' FRONT	11299	
BLOCK CC LOT 23	40' FRONT	7332	
BLOCK CC LOT 24	40' FRONT	4700	
BLOCK CC LOT 25	40' FRONT	4700	
BLOCK CC LOT 26	40' FRONT	4700	
BLOCK CC LOT 27	40' FRONT	4700	
BLOCK CC LOT 28	40' FRONT	4700	
BLOCK CC LOT 29	40' FRONT	4700	
BLOCK CC LOT 30	40' FRONT	4700	
BLOCK CC LOT 31	40' FRONT	4700	
BLOCK CC LOT 32	40' FRONT	4700	
BLOCK CC LOT 33	40' FRONT	4700	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK CC LOT 34	40' FRONT	4700	
BLOCK CC LOT 35	40' FRONT	4700	
BLOCK CC LOT 36	40' FRONT	4700	
BLOCK CC LOT 37	40' FRONT	4700	
BLOCK CC LOT 38	40' FRONT	4700	
BLOCK CC LOT 39	40' FRONT	4700	
BLOCK CC LOT 40	40' FRONT	4700	
BLOCK CC LOT 41	40' FRONT	4700	
BLOCK CC LOT 42	40' FRONT	4700	
BLOCK CC LOT 43	40' FRONT	4700	
BLOCK CC LOT 44	40' FRONT	4700	
BLOCK CC LOT 45	40' FRONT	4700	
BLOCK CC LOT 46	40' FRONT	4700	
BLOCK CC LOT 47	40' FRONT	6290	
BLOCK DD LOT 1	40' FRONT	8569	
BLOCK DD LOT 2	40' FRONT	5267	
BLOCK DD LOT 3	40' FRONT	5267	
BLOCK DD LOT 4	40' FRONT	5267	
BLOCK DD LOT 5	40' FRONT	5267	
BLOCK DD LOT 6	40' FRONT	5653	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK DD LOT 7	40' FRONT	5906	
BLOCK DD LOT 8	40' FRONT	5546	
BLOCK DD LOT 9	40' FRONT	5417	
BLOCK DD LOT 10	40' FRONT	5308	
BLOCK DD LOT 11	40' FRONT	5174	
BLOCK DD LOT 12	40' FRONT	4704	
BLOCK DD LOT 13	40' FRONT	4703	
BLOCK DD LOT 14	40' FRONT	4702	
BLOCK DD LOT 15	40' FRONT	4701	
BLOCK DD LOT 16	40' FRONT	5827	
BLOCK DD LOT 17	40' FRONT	5826	
BLOCK DD LOT 18	40' FRONT	4699	
BLOCK DD LOT 19	40' FRONT	4698	
BLOCK DD LOT 20	40' FRONT	4697	
BLOCK DD LOT 21	40' FRONT	4696	
BLOCK DD LOT 22	40' FRONT	4753	
BLOCK DD LOT 23	40' FRONT	4974	
BLOCK DD LOT 24	40' FRONT	4974	
BLOCK DD LOT 25	40' FRONT	5674	
BLOCK DD LOT 26	40' FRONT	6640	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK DD LOT 27	40' FRONT	6688	
BLOCK DD LOT 28	40' FRONT	5999	
BLOCK DD LOT 29	40' FRONT	5341	
BLOCK DD LOT 30	40' FRONT	5267	
BLOCK DD LOT 31	40' FRONT	5267	
BLOCK DD LOT 32	40' FRONT	5267	
BLOCK DD LOT 33	40' FRONT	5267	
BLOCK DD LOT 34	40' FRONT	8167	
BLOCK EE LOT 1	40' FRONT	6535	
BLOCK EE LOT 2	40' FRONT	5267	
BLOCK EE LOT 3	40' FRONT	5396	
BLOCK EE LOT 4	40' FRONT	5588	
BLOCK EE LOT 5	40' FRONT	5482	
BLOCK EE LOT 6	40' FRONT	5332	
BLOCK EE LOT 7	40' FRONT	5257	
BLOCK EE LOT 8	40' FRONT	5240	
BLOCK EE LOT 9	40' FRONT	5164	
BLOCK EE LOT 10	40' FRONT	5127	
BLOCK EE LOT 11	40' FRONT	7288	
BLOCK EE LOT 12	40' FRONT	8149	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK EE LOT 13	40' FRONT	4810	
BLOCK EE LOT 14	40' FRONT	5052	
BLOCK EE LOT 15	40' FRONT	5367	
BLOCK EE LOT 16	40' FRONT	6195	
BLOCK EE LOT 17	40' FRONT	7002	
BLOCK EE LOT 18	40' FRONT	7024	
BLOCK EE LOT 19	40' FRONT	6190	
BLOCK EE LOT 20	40' FRONT	5577	
BLOCK EE LOT 21	40' FRONT	5360	
BLOCK EE LOT 22	40' FRONT	5267	
BLOCK EE LOT 23	40' FRONT	5267	
BLOCK EE LOT 24	40' FRONT	6535	
BLOCK FF LOT 1	50' FRONT	6552	
BLOCK FF LOT 2	40' FRONT	5400	
BLOCK FF LOT 3	40' FRONT	5400	
BLOCK FF LOT 4	40' FRONT	5400	
BLOCK FF LOT 5	40' FRONT	6375	
BLOCK FF LOT 6	40' FRONT	6921	
BLOCK FF LOT 7	70' FRONT	7040	
BLOCK FF LOT 8	40' FRONT	8049	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK FF LOT 9	40' FRONT	5384	
BLOCK FF LOT 10	40' FRONT	6379	
BLOCK FF LOT 11	40' FRONT	7596	
BLOCK FF LOT 12	40' FRONT	5098	
BLOCK GG LOT 13	50' FRONT	6887	
BLOCK FF LOT 14	40' FRONT	5417	
BLOCK GG LOT 15	50' FRONT	5299	
BLOCK FF LOT 16	40' FRONT	6099	
BLOCK FF LOT 17	40' FRONT	5354	
BLOCK GG LOT 1	50' FRONT	7005	
BLOCK GG LOT 2	50' FRONT	5875	
BLOCK GG LOT 3	50' FRONT	5875	
BLOCK GG LOT 4	50' FRONT	5875	
BLOCK GG LOT 5	50' FRONT	5875	
BLOCK GG LOT 6	50' FRONT	5875	
BLOCK GG LOT 7	50' FRONT	5875	
BLOCK GG LOT 8	50' FRONT	5875	
BLOCK GG LOT 9	50' FRONT	5875	
BLOCK GG LOT 10	50' FRONT	7586	
BLOCK GG LOT 11	OPEN SPACE	52195	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK GG LOT 12	50' FRONT	6920	
BLOCK GG LOT 13	50' FRONT	5805	
BLOCK GG LOT 14	50' FRONT	5808	
BLOCK GG LOT 15	50' FRONT	5809	
BLOCK GG LOT 16	50' FRONT	5807	
BLOCK GG LOT 17	50' FRONT	5804	
BLOCK GG LOT 18	50' FRONT	5802	
BLOCK GG LOT 19	50' FRONT	5800	
BLOCK GG LOT 20	50' FRONT	5798	
BLOCK GG LOT 21	50' FRONT	7297	
BLOCK II LOT 1	40' FRONT	5952	
BLOCK II LOT 2	40' FRONT	5863	
BLOCK II LOT 3	40' FRONT	6695	
BLOCK II LOT 4	40' FRONT	6943	
BLOCK II LOT 5	40' FRONT	7506	
BLOCK II LOT 6	40' FRONT	7306	
BLOCK II LOT 7	40' FRONT	6171	
BLOCK II LOT 8	40' FRONT	6237	
BLOCK II LOT 9	40' FRONT	6584	
BLOCK II LOT 10	40' FRONT	6373	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK II LOT 11	40' FRONT	6440	
BLOCK II LOT 12	40' FRONT	6506	
BLOCK II LOT 13	40' FRONT	6572	
BLOCK II LOT 14	40' FRONT	6638	
BLOCK II LOT 15	40' FRONT	6704	
BLOCK II LOT 16	40' FRONT	6771	
BLOCK II LOT 17	40' FRONT	6837	
BLOCK II LOT 18	OPEN SPACE/ DRAINAGE	22826	
BLOCK II LOT 19	40' FRONT	5804	
BLOCK II LOT 20	40' FRONT	5888	
BLOCK II LOT 21	40' FRONT	5983	
BLOCK II LOT 22	40' FRONT	6087	
BLOCK II LOT 23	40' FRONT	6182	
BLOCK II LOT 24	40' FRONT	6276	
BLOCK II LOT 25	40' FRONT	6400	
BLOCK II LOT 26	40' FRONT	5583	
BLOCK II LOT 27	40' FRONT	4480	
BLOCK II LOT 28	40' FRONT	4480	
BLOCK II LOT 29	40' FRONT	4485	
BLOCK II LOT 30	40' FRONT	5181	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK II LOT 31	40' FRONT	4640	
BLOCK II LOT 32	40' FRONT	4640	
BLOCK II LOT 33	40' FRONT	4640	
BLOCK II LOT 34	40' FRONT	5752	
BLOCK II LOT 35	40' FRONT	8682	
BLOCK II LOT 36	40' FRONT	8588	
BLOCK II LOT 37	40' FRONT	8493	
BLOCK II LOT 38	40' FRONT	8399	
BLOCK II LOT 39	40' FRONT	8304	
BLOCK II LOT 40	40' FRONT	8178	
BLOCK II LOT 41	40' FRONT	6613	
BLOCK II LOT 42	40' FRONT	6493	
BLOCK II LOT 43	40' FRONT	6370	
BLOCK II LOT 44	40' FRONT	6247	
BLOCK II LOT 45	40' FRONT	6125	
BLOCK II LOT 46	40' FRONT	6002	
BLOCK II LOT 47	40' FRONT	5879	
BLOCK II LOT 48	40' FRONT	5756	
BLOCK II LOT 49	40' FRONT	5634	
BLOCK II LOT 50	40' FRONT	5511	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK II LOT 51	40' FRONT	5388	
BLOCK II LOT 52	40' FRONT	6393	
BLOCK II LOT 39	40' FRONT	7035	
BLOCK II LOT 40	40' FRONT	7292	
BLOCK II LOT 41	40' FRONT	7862	
BLOCK II LOT 42	GREENLINK	2623	
BLOCK II LOT 43	40' FRONT	7013	
BLOCK II LOT 44	40' FRONT	6443	
BLOCK II LOT 45	40' FRONT	5845	
BLOCK II LOT 46	40' FRONT	5411	
BLOCK II LOT 47	40' FRONT	5139	
BLOCK II LOT 48	40' FRONT	5017	
BLOCK II LOT 49	40' FRONT	4944	
BLOCK II LOT 50	40' FRONT	4800	
BLOCK II LOT 51	40' FRONT	4800	
BLOCK II LOT 52	40' FRONT	4800	
BLOCK II LOT 53	40' FRONT	4800	
BLOCK II LOT 54	40' FRONT	4800	
BLOCK II LOT 55	40' FRONT	4800	
BLOCK II LOT 56	OPEN SPACE	1752	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK J LOT 57	MULTI-FAMILY (SEE NOTE 31)	173188	
BLOCK JJ LOT 1	40' FRONT	6887	
BLOCK JJ LOT 2	40' FRONT	4699	
BLOCK JJ LOT 3	40' FRONT	4701	
BLOCK JJ LOT 4	40' FRONT	4700	
BLOCK JJ LOT 5	40' FRONT	4700	
BLOCK JJ LOT 6	40' FRONT	4700	
BLOCK JJ LOT 7	40' FRONT	4700	
BLOCK JJ LOT 8	40' FRONT	4700	
BLOCK JJ LOT 9	40' FRONT	4700	
BLOCK JJ LOT 10	40' FRONT	4699	
BLOCK JJ LOT 11	GREENLINK	1763	
BLOCK JJ LOT 12	40' FRONT	4700	
BLOCK JJ LOT 13	40' FRONT	4700	
BLOCK JJ LOT 14	40' FRONT	4700	
BLOCK JJ LOT 15	40' FRONT	4700	
BLOCK JJ LOT 16	40' FRONT	4700	
BLOCK JJ LOT 17	40' FRONT	4700	
BLOCK JJ LOT 18	40' FRONT	4700	
BLOCK JJ LOT 19	40' FRONT	4700	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK JJ LOT 20	40' FRONT	7002	
BLOCK KK LOT 1	40' FRONT	6203	
BLOCK KK LOT 2	40' FRONT	5077	
BLOCK KK LOT 3	40' FRONT	5195	
BLOCK KK LOT 4	40' FRONT	5253	
BLOCK KK LOT 5	40' FRONT	5914	
BLOCK KK LOT 6	40' FRONT	5719	
BLOCK KK LOT 7	40' FRONT	5900	
BLOCK KK LOT 8	40' FRONT	5082	
BLOCK KK LOT 9	40' FRONT	5082	
BLOCK KK LOT 10	40' FRONT	5082	
BLOCK KK LOT 11	40' FRONT	4900	
BLOCK KK LOT 12	40' FRONT	4619	
BLOCK KK LOT 13	40' FRONT	4890	
BLOCK KK LOT 14	40' FRONT	5120	
BLOCK KK LOT 15	40' FRONT	4882	
BLOCK KK LOT 16	40' FRONT	4857	
BLOCK KK LOT 17	40' FRONT	4860	
BLOCK KK LOT 18	40' FRONT	6801	
BLOCK KK LOT 19	40' FRONT	4700	
BLOCK KK LOT 20	40' FRONT	5926	
BLOCK KK LOT 21	40' FRONT	8040	

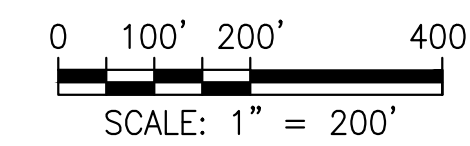
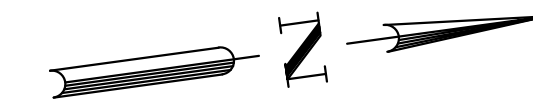
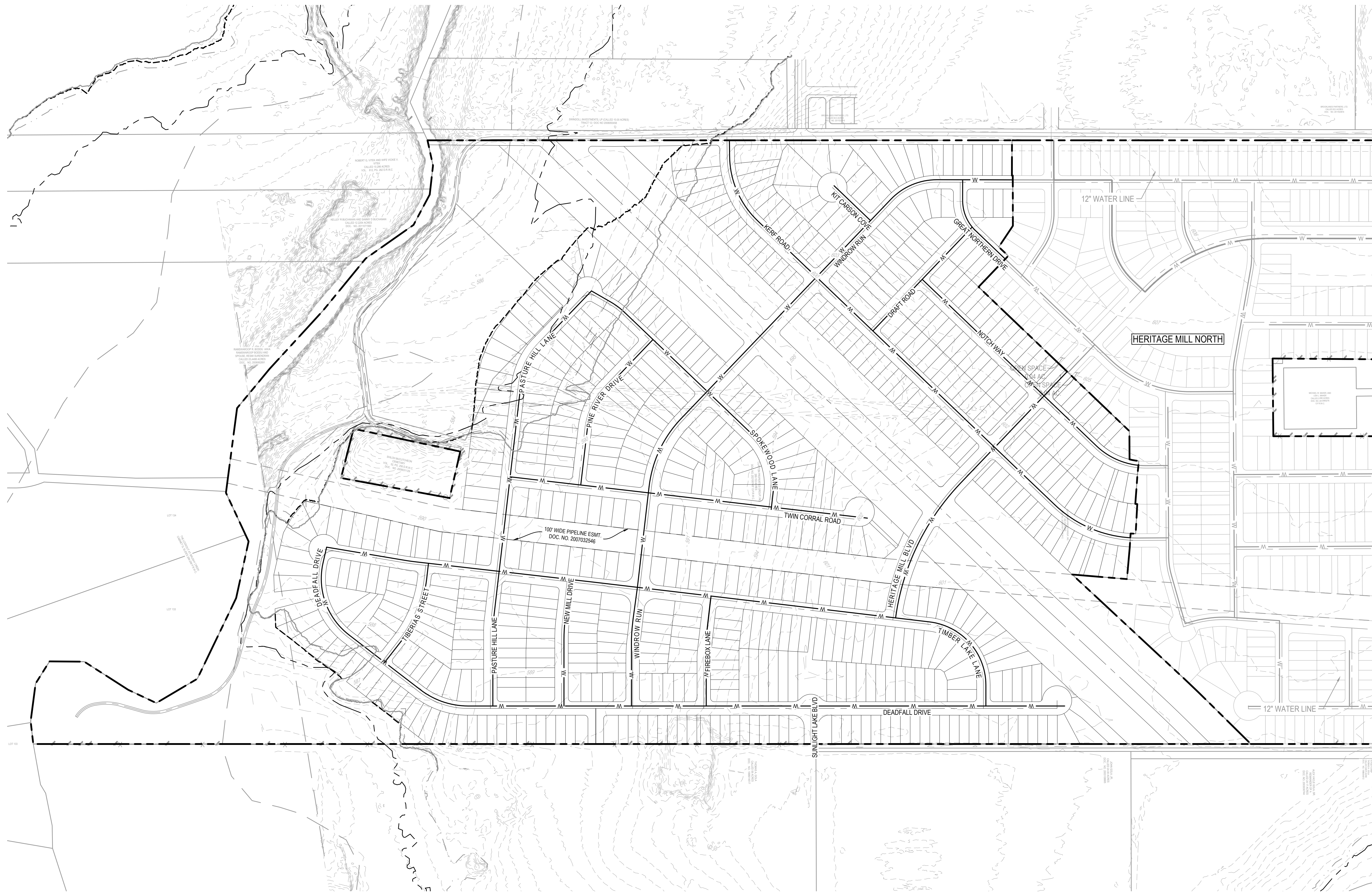
Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK LL LOT 2	40' FRONT	5614	
BLOCK LL LOT 3	40' FRONT	5614	
BLOCK LL LOT 4	40' FRONT	5044	
BLOCK LL LOT 5	40' FRONT	4985	
BLOCK LL LOT 6	40' FRONT	4838	
BLOCK LL LOT 7	40' FRONT	4703	
BLOCK LL LOT 8	40' FRONT	6012	
BLOCK LL LOT 9	40' FRONT	5177	
BLOCK LL LOT 10	40' FRONT	5177	
BLOCK LL LOT 11	40' FRONT	5177	
BLOCK LL LOT 12	40' FRONT	6012	
BLOCK LL LOT 13	40' FRONT	4703	
BLOCK LL LOT 14	40' FRONT	4701	
BLOCK LL LOT 15	40' FRONT	4696	
BLOCK LL LOT 16	40' FRONT	4989	
BLOCK LL LOT 17	40' FRONT	5042	
BLOCK LL LOT 18	40' FRONT	4722	
BLOCK LL LOT 19	40' FRONT	4701	
BLOCK LL LOT 20	40' FRONT	6996	
BLOCK LL LOT 21	40' FRONT	5881	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK MM LOT 2	40' FRONT	4701	
BLOCK MM LOT 3	40' FRONT	4693	
BLOCK MM LOT 4	40' FRONT	4859	
BLOCK MM LOT 5	40' FRONT	4845	
BLOCK MM LOT 6	40' FRONT	4644	
BLOCK MM LOT 7	40' FRONT	4697	
BLOCK MM LOT 8	40' FRONT	4700	
BLOCK MM LOT 9	40' FRONT	4700	
BLOCK MM LOT 10	40' FRONT	4700	
BLOCK MM LOT 11	40' FRONT	6830	
BLOCK MM LOT 12	40' FRONT	6830	
BLOCK MM LOT 13	40' FRONT	4700	
BLOCK MM LOT 14	40' FRONT	4700	
BLOCK MM LOT 15	40' FRONT	4700	
BLOCK MM LOT 16	40' FRONT	4703	
BLOCK MM LOT 17	40' FRONT	4756	
BLOCK MM LOT 18	40' FRONT	5944	
BLOCK MM LOT 19	40' FRONT	5855	
BLOCK MM LOT 20	40' FRONT	4708	
BLOCK MM LOT 21	40' FRONT	4701	

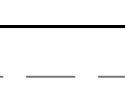
Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK NN LOT 1	40' FRONT	5883	
BLOCK NN LOT 2	40' FRONT	4700	
BLOCK NN LOT 3	40' FRONT	4700	
BLOCK NN LOT 4	40' FRONT	4802	
BLOCK NN LOT 5	40' FRONT	5052	
BLOCK NN LOT 6	40' FRONT	4997	
BLOCK NN LOT 7	40' FRONT	5077	
BLOCK NN LOT 8	40' FRONT	5193	
BLOCK NN LOT 9	40' FRONT	5311	
BLOCK NN LOT 10	40' FRONT	6577	
BLOCK NN LOT 11	40' FRONT	6609	
BLOCK NN LOT 12	40' FRONT	6592	
BLOCK NN LOT 13	40' FRONT	6488	
BLOCK NN LOT 14	40' FRONT	5239	
BLOCK NN LOT 15	40' FRONT	4834	
BLOCK NN LOT 16	40' FRONT	4775	
BLOCK NN LOT 17	40' FRONT	6996	
BLOCK NN LOT 18	40' FRONT	10912	
BLOCK NN LOT 19	40' FRONT	7424	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK NN LOT 20	40' FRONT	6512	
BLOCK NN LOT 21	40' FRONT	5868	
BLOCK NN LOT 22	40' FRONT	5422	
BLOCK NN LOT 23	40' FRONT	5159	
BLOCK NN LOT 24	40' FRONT	6025	
BLOCK OO LOT 1	40' FRONT	6498	
BLOCK OO LOT 2	40' FRONT	5502	
BLOCK OO LOT 3	40' FRONT	5409	
BLOCK OO LOT 4	40' FRONT	5413	
BLOCK OO LOT 5	40' FRONT	5413	
BLOCK OO LOT 6	40' FRONT	5981	
BLOCK OO LOT 7	40' FRONT	6134	
BLOCK OO LOT 8	40' FRONT	8476	
BLOCK OO LOT 9	40' FRONT	8429	
BLOCK OO LOT 10	40' FRONT	10781	
BLOCK OO LOT 11	40' FRONT	5912	
BLOCK OO LOT 12	40' FRONT	4640	
BLOCK OO LOT 13	40' FRONT	4640	
BLOCK OO LOT 14	40' FRONT	4640	
BLOCK OO LOT 15	40' FRONT	4640	

HERITAGE MILL SOUTH SUBDIVISION



LEGEND


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

NOTE: ALL WATER LINES SHOWN TO
BE 8" UNLESS OTHERWISE NOTED.

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REV	DESCRIPTION	DATE	APR

DESIGNED BY: AMC

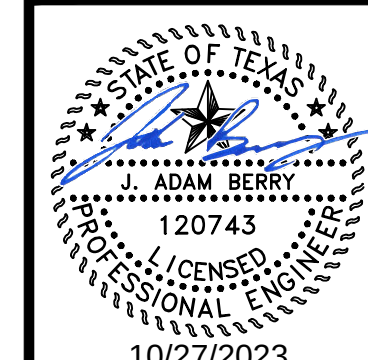
REVIEWED BY: JAB

DRAWN BY: AMC



BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

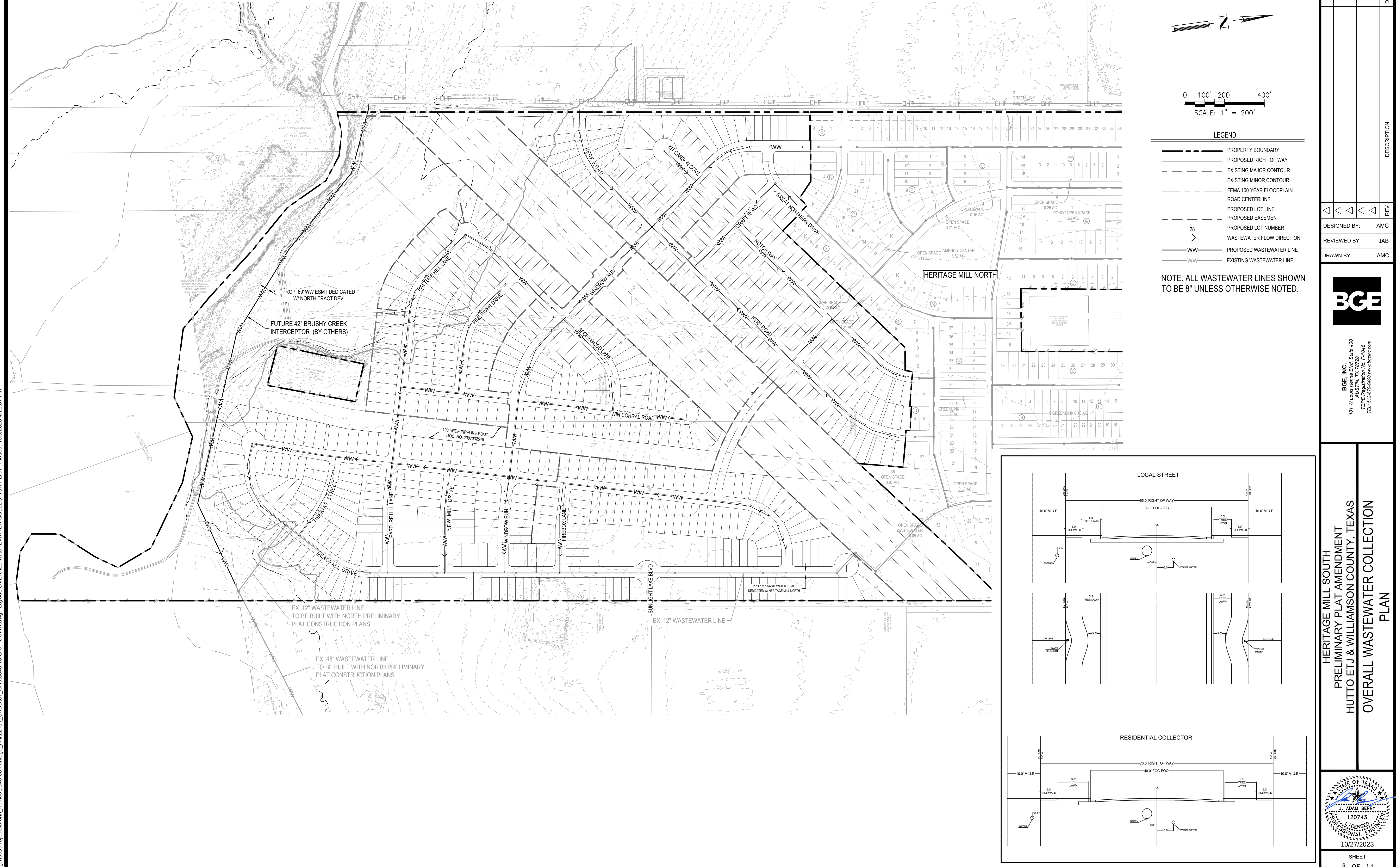
HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS
OVERALL WATER DISTRIBUTION PLAN



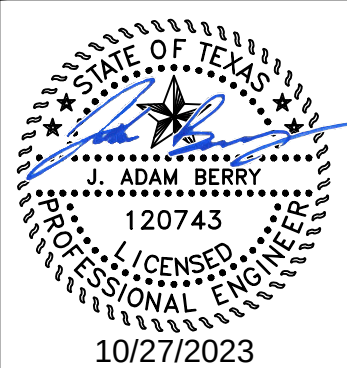
10/27/2023

SHEET

HERITAGE MILL SOUTH SUBDIVISION



HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS
OVERALL WASTEWATER COLLECTION
PLAN



HERITAGE MILL SOUTH SUBDIVISION

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FEMA 100-YEAR FLOODPLAIN
- FEMA 500-YEAR FLOODPLAIN
- NOAA ATLAS 14 EXISTING FLOODPLAIN
- NOAA ATLAS 14 PROPOSED FLOODPLAIN
- ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- PROPOSED LOT NUMBER
- EXISTING EASEMENT
- PROPOSED STORM LINE
- EXISTING STORM LINE
- PROPOSED CURB INLET
- PROPOSED HEADWALL
- PROPOSED MANHOLE
- STORM WATER FLOW DIRECTION

HERITAGE MILL SOUTH

HERITAGE MILL NORTH

OVERALL DRAINAGE PLAN

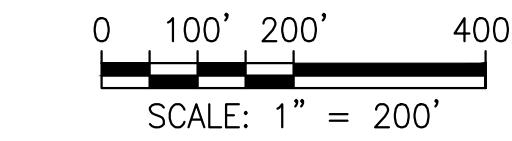
HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS

BGE, INC.
101 W. Louis Harris Blvd. Suite 400
AUSTIN, TX 78728
TEL: 512-878-3400 www.bgeinc.com

STATE OF TEXAS
L. ADAM BERRY
120743
PROFESSIONAL ENGINEER
10/27/2023

REV	DATE	DESCRIPTION
1		DESIGNED BY: AMC
2		REVIEWED BY: JAB
3		DRAWN BY: AMC

SHEET
9 OF 11



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	FEMA 100-YEAR FLOODPLAIN
	FEMA 500-YEAR FLOODPLAIN
	NOAA ATLAS 14 EXISTING FLOODPLAIN
	NOAA ATLAS 14 PROPOSED FLOODPLAIN
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED EASEMENT
28	PROPOSED LOT NUMBER
	EXISTING EASEMENT
	PROPOSED STORM LINE
	EXISTING STORM LINE
	PROPOSED CURB INLET
	PROPOSED HEADWALL
	PROPOSED MANHOLE
	STORM WATER FLOW DIRECTION

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REV	DESCRIPTION	DATE	APR

DESIGNED BY: AMC

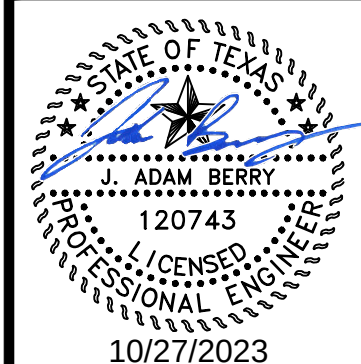
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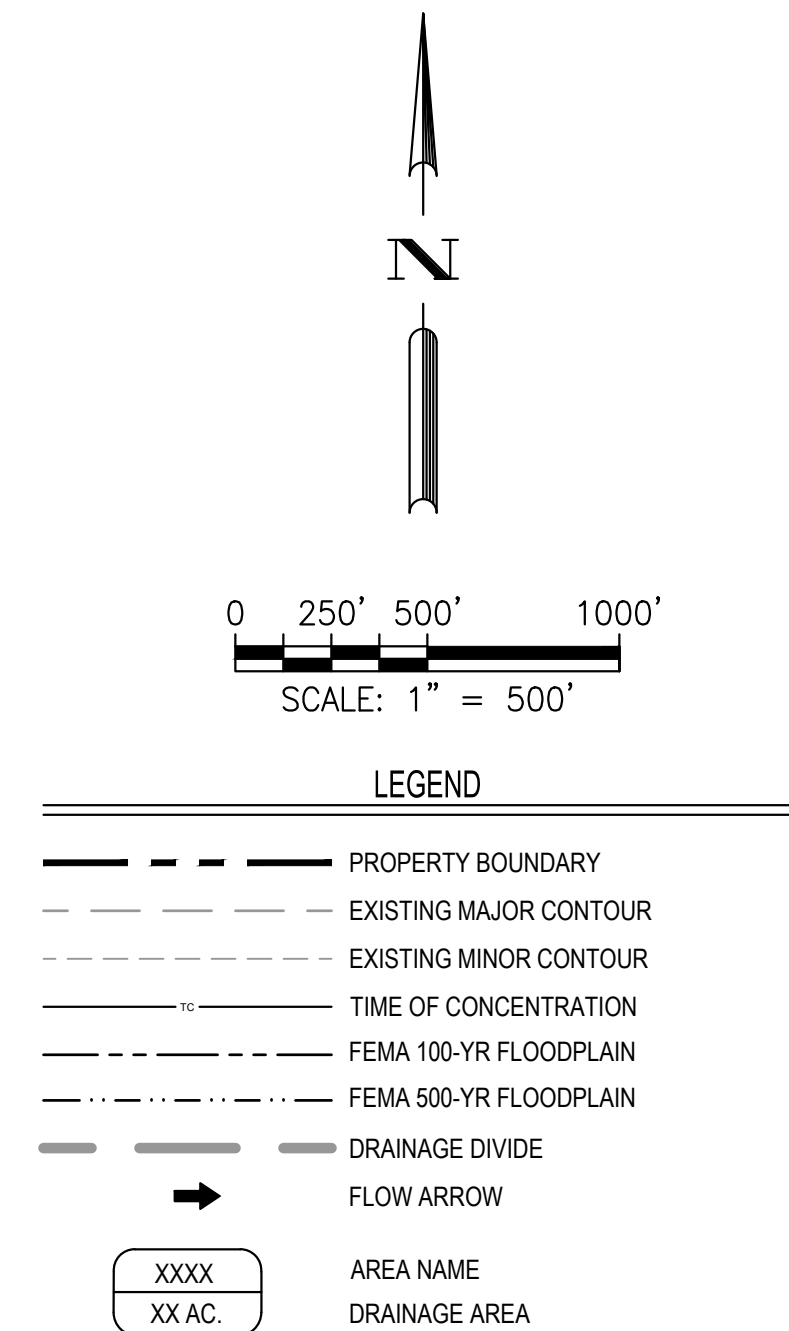


BGE, INC.
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HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS
OVERALL DRAINAGE PLAN



SHEET
9 OF 11



NOTE: BECAUSE OF PROJECT'S LOCATION WITHIN THE ETJ, DRAINAGE REVIEW WILL BE PROVIDED BY WILLIAMSON COUNTY. WILLIAMSON COUNTY HAS DETERMINED THAT THIS PROJECT DRAINS INTO THE DETENTION-EXEMPT STREAM REACH OF BRUSHY CREEK. PEAK RUNOFF FLOWS DO NOT CORRESPOND WITH THE PEAK FLOWS OF BRUSHY CREEK, AND THEREFORE WILL NOT INCREASE OVERALL PEAK FLOWS. AS A RESULT, DETENTION FACILITIES ARE NOT PROVIDED WITH THIS PROJECT.



October 24, 2023

Development Services Department
500 W. Live Oak Street
Hutto, Texas 78634
(512) 759-3479

RE: Comment Response Letter
Project No.: 2002-PLAT
Heritage Mill South Preliminary Plat
Hutto, Texas 78634

Please see below for BGE responses to the most recent set of comments regarding the Preliminary Plat for Heritage Mill South:

Planning Review

1.1. Still concerned about the townhomes – doe the density fall into the LUEs provided previously? Is there approval for the increase? Where is guest parking? How do townhomes fronting on a controlled access ROW function? This looks like an issue waiting to happen with residents. *Follow-up Comment: The area of multi-family and commercial approved on the concept plan does not reflected on the proposed Preliminary Plat. This is a significant change to the approved concept plan and will need revision of the consent agreement. It looks like a removal of over 65 acres of non-single family land uses have been removed from the plan.*

Response: Per the consent agreement (document no. 2021043665) Exhibit "B", the area of refrainment is shown as commercial/multifamily/site plan/single-family. Therefore, any of these proposed uses are acceptable for the area of refrainment and approved by the City of Hutto on 02/25/2021 with the consent agreement.

Engineering Review

1. See attached markups.

Response: Please see blue responses on the Comment Response document.

October 24, 2023

Page 2

Should you have any questions regarding this response or the associated corrections, please feel free to contact me with any questions at (512) 879-0464 or via Email at ABerry@BGEInc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Adam Berry". The signature is fluid and cursive, with the first name "J. Adam" and last name "Berry" clearly distinguishable.

J. Adam Berry, P.E.
Project Manager
BGE, Inc.



September 22, 2023

BGE Inc
Adam Berry
101 W. Louis Henna Boulevard #400
Austin, TX 78728
aberry@bgeinc.com - communication provided via email

**RE: Heritage Mill South Revised Preliminary Plat, Hutto, TX 78634
Preliminary Plat Review – Heritage Mill South Revised Preliminary Plat – Update #2 Comment Report to
Submittal (received 8-31-23)
Project No.: 2002-PLAT**

Mr. Berry,

Upon review of the above referenced final plat Update #2 submitted on August 31, 2023, the following comments are required to be resolved.

Please provide **Update #3** addressing all comments. With your updated plat, please provide a comment response letter detailing how each comment was addressed in digital formats only. If the plat contains more than one sheet, please combine all sheets into one document file.

Planning Review – Sofia Sierra, Planner (512) 759-4038 – sofia.sierra@huttotx.gov

1. See attached markup.

Engineering Review – Matt Rector, PE, City Engineer (512) 759-4025 – matt.rector@huttotx.gov

2. See attached markups.

Fire Prevention Review – Eric Woods, Fire Marshal. WCESD #3 - (512) 759-2616 – ewoods@huttofirerescue.org

3. No comments.

This review is based only on the information provided. Please note that plats remain subject to additional staff comments throughout the duration of the review period. This review in no way alleviates the responsibility of the developer to comply with all ordinances adopted by the City of Hutto, or state and federal laws and codes. No code violations are approved by this department.

If you have specific questions regarding any of the comments in this report, please contact the department reviewer noted at the top of the corresponding section.

Sincerely,
Development Services Department

Heritage Mill South Revised Prelim Plat - Update #2 9/19/2023

Attendees

Ashley Bailey (ashley.bailey@huttotx.gov)
Sofia Sierra (sofia.sierra@huttotx.gov)
Mindy McDonough (mindy.mcdonough@huttotx.gov)
Matt Rector (matt.rector@huttotx.gov)

Documents

HeritageMillSouthPrelim-U2-ComResp(8-31-23).pdf
HeritageMillSouthPrelim-U2-SvcProvLtr-Oncor(8-31-23).pdf
HeritageMillSouthPrelim-U2-DrainRpt(8-31-23).pdf
HeritageMillSouthPrelim-U2-Prelim(8-31-23).pdf



Reviewed By:
Ashley Bailey
Ashley.Bailey@huttotx.gov
(512)759-5961

no further comments

August 25, 2023

Development Services Department
500 W. Live Oak Street
Hutto, Texas 78634
(512) 759-3479



08/31/2023

RE: Comment Response Letter
Project No.: 2002-PLAT
Heritage Mill South Preliminary Plat
Hutto, Texas 78634

Please see below for BGE responses to the most recent set of comments regarding the Preliminary Plat for Heritage Mill South:

1. Planning Review

- 1.1. Still concerned about the townhomes - does the density fall into the LUEs provided previously? Is there approval for the increase? Where is guest parking? How do townhomes fronting on a controlled access ROW function? This looks like an issue waiting to happen with residents.

Response: Townhome lots and associated alleys have been removed and replaced with Multifamily lots.

2. Engineering Review

- 2.1. See attached third party

The area of multi-family and commercial approved on the concept plan does not reflected on the proposed Preliminary Plat. This is a significant change to the approved concept plan and will need revision of the consent agreement. It looks like a removal of over 65 acres of non-single family land uses have been removed from the plan.

Response: Responses to t

3. Fire Prevention Review

- 3.1. No comments.

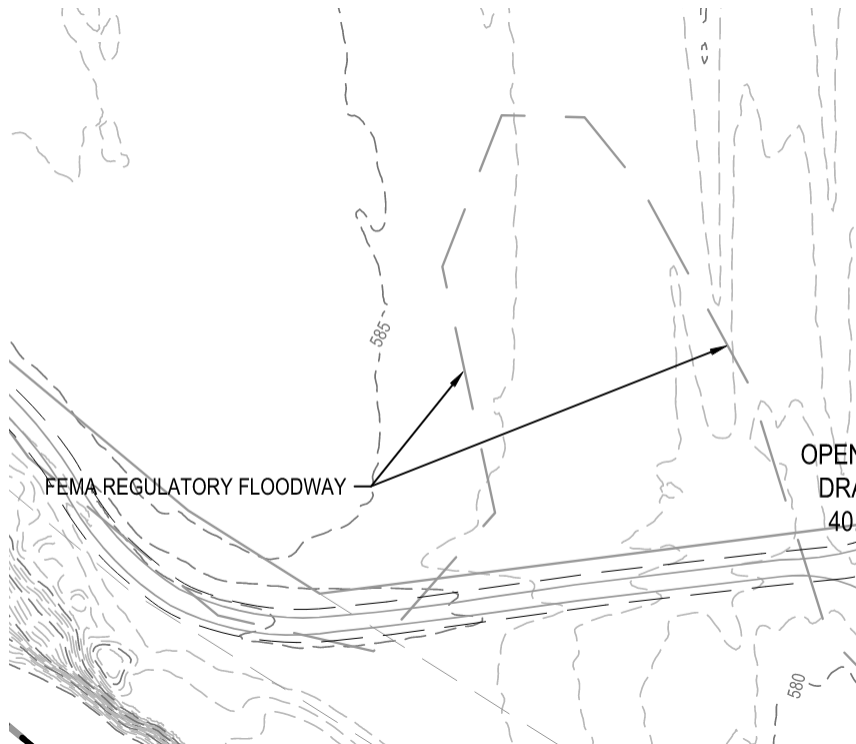
4. 3rd Party Review Comments (Planning Review)

- 4.1. Plat title shall be shown on each page of the plat. **Comment remains. Title has not been added to remaining plat sheets.**

Response: Each page of the preliminary plat has a title in the titleblock which can be found on the far right side of each page.

- 4.2. Provide FEMA FIRM panels to ensure that the proposed development does not encroach within the floodway. The FIRM panel shall clearly show each Flood Hazard Zone within or adjacent to the project. **Comment remains. Add the delineated floodway to the final plat for evaluation.**

Response: Delineated floodway shown on plat and labeled. See Sheet 3. There are no improvements proposed within the FEMA floodway.



- 4.3. Provide a written verification from all utility providers that the project is within their service area and the ability to provide services to be developed. **Comment remains. Pending responses/verification.**

Response: Letter from Oncor provided with update submittal. City of Hutto is the provider of water and wastewater.

- 4.4. Provide a copy of the completed LOMA/CLOMAR/LOMAR as applicable. **Comment deferred to construction plan application for CLOMR requirement and to Final Plat for LOMR requirement.**

Response: To be provided with construction plan. Comment cleared.

5. 3rd Party Review Comments (Chapter 4 – Site Design)

- 5.8. Provide a roadway schematic/ dimension roadway widths to ensure that they meet the minimum requirements listed in the following table, per Hutto City Ordinance Section 10.611.12. **Revise “Heritage Mill BLVD” and “Street A” to meet residential collector requirements per Hutto City Ordinance Section 10.611.12.**

Response: 40' F-F pavement is consistent with the City approved North Preliminary Plat, previously approved South Preliminary Plat, and Williamson County subdivision regulations for a collector street.

- 5.9. Ensure all street names are correct. One street is shown as "Street A". ensure that all streets is showing the final and approved name. **Update street names in "street table". (Sheet 6)**

Response: Street names are updated.

6. 3rd Party Review Comments (Chapter 8 – Stormwater and Drainage Standards)

- 6.18. The drainage report stated that no detention is being proposed. Clarify how the developed flow rate (without detention) is lower than existing flow rate. If lots are being proposed this means more impervious cover is being added hence CN will be higher which should result in a higher peak. **NOT CLEARED: UDC 10.801, Hutto's drainage criteria applies within its ETJ. Provide a report and model supporting a 'no detention' claim or delete note 22 on sheet 1.**

Response: A drainage report and model supporting no detention is included with this submittal.

- 6.19. Per Hutto City Ordinance Section 10.802.3.6, the City of Hutto has adopted the use of an SCS (Soil Conservation Survey) 24-hour storm duration within a type III distribution for use with the SCS method. Within the drainage report provide a table that summarizes the rainfall depth being used within the HEC-HMS analysis. **NOT CLEARED: UDC 10.801, Hutto's drainage criteria applies within its ETJ. Drainage/detention analysis must incorporate a frequency storm distribution per RR DCM's RAI guidelines. No drainage report was provided with this submittal. Provide rainfall depths per previous comment.**

Response: Drainage report and model is now included with this submittal. A frequency storm distribution according to Round Rock's RAI is now utilized in the model.

- 6.20. A detention analysis is required for this site, per Hutto City Ordinance Section 10.802.5.4.3. **NOT CLEARED: UDC 10.801, Hutto's drainage criteria applies within its ETJ. Provide a report and model supporting a 'no detention' claim or delete note 22 on sheet 1.**

Response: A drainage report and model supporting no detention is included with this submittal.

Should you have any questions regarding this response or the associated corrections, please feel free to contact me with any questions at (512) 879-0464 or via Email at ABerry@BGEInc.com.

August 25, 2023

Page 4

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Adam Berry". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

J. Adam Berry, P.E.

Project Manager

BGE, Inc.

10/27/2022 | 1:29:15 PM CDT

Oncor Electric
Amanda Rager
amanda.rager2@oncor.com
469-243-1555

BGE, Inc
Michael Konieczny
mkonieczny@bgeinc.com
737-443-0458



08/31/2023

Re: WO 18243959 - FM 1660 and CR 163 in Hutto, TX

Please be advised that Oncor Electric Delivery Company LLC, a Delaware limited liability company, can provide electric service to the above referenced site. Service will be provided upon request in accordance with our tariffs and service regulations on file with the Public Utility Commission of Texas.

If you have questions or need additional information, please feel free to contact me.

Sincerely,

DocuSigned by:

B4FDBA7C15F041A...
Amanda Rager

Project Planning Analyst
amanda.rager2@oncor.com

Heritage Mill South

Brohn Homes



Drainage Impact Analysis Brushy Creek

08/31/2023

Williamson County, Texas

ENGINEERING REVIEW

Review is for general compliance only. Sole responsibility for correctness remains with the Engineer of Record.

- ☐ No Exceptions Taken
- ☐ Revise as Noted
- ☒ Denied. Revise and Resubmit.



BGE, Inc.
TBPE Registration No. F-1046

BGE Project No. 8843-00
August 2023



Contents

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 1.1 General1

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Appendix

Appendices

Appendix A:

- Location Map
- Drainage Area Delineations (Pre-Development)
- Drainage Area Delineations (Post-Development)
- Pre-Development Conditions Basin (HEC-HMS)
- Post-Development Conditions Basin (HEC-HMS)

Appendix B:

- Pre- and Post-Development Curve Number Summary

Appendix C:

- Pre- and Post-Development Time of Concentration Calculations

Appendix D:

- HEC-HMS Model (Electronic Files)

Section 1

Introduction

1.1 General

This report presents the results of a hydrologic analysis that defines the drainage impact of the Heritage Mill South Subdivision (Site) along Brushy Creek. The site is located immediately southeast of the intersection of FM 1660 and McCoy Lane within the City of Hutto ETJ and Williamson County. The preliminary plat incorporates 653 single-family lots with a total of 28,626 linear feet of streets. A **Location Map** is presented in **Appendix A** of this report.

The study uses a US Army Corps of Engineers (USACE) HEC-HMS basin model originally prepared for the Upper Brushy Creek Water Control and Improvement District (WCID) which has been modified to account for development of the Site. The report was prepared by the URS Corporation (Now AECOM) and submitted on Jul 31, 2015. A copy of the WCID report is included with this submittal.

The scope of this report is to provide hydrologic results that demonstrate the development of Heritage Mill South does not cause any additional adverse flooding impacts to downstream properties and that post-development flowrates remain at or below flowrates in the current pre-development condition.

Based on the current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panels No, 48491C0520F and 48491C0675F dated September 2, 2005, a Zone A floodplain (1-percent annual chance floodplain with no base flood elevation defined) is located along the southern boundary of the Site.

based on the prelim
plat files it looks as if
development is
occurring within the
floodplain. a map
revision/amendment
may be needed.
please include the
HEC-RAS model as
part of the drainage
analysis for review.

UNDERSTOOD, A HEC-RAS
MODEL AND FLOODPLAIN
REPORT IS PROVIDED
WITH THIS RESUBMITAL.

Section 2 Methodology

2.1 Hydrology

The HEC-HMS 3.5 computer program developed by the Hydrologic Engineering Center of the U.S. Army Corps of Engineers (USACE) is used in this analysis to estimate peak flow rates along Brushy Creek. Peak flow rates are computed along the watercourse for the 50%, 10%, 4%, and 1% annual chance (2-, 10-, 25-, and 100-year) storm events. This section describes the input parameters used in this study. The HEC-HMS model is included in **Appendix D** of this report

2.1.1 Precipitation

Per City of Hutto drainage criteria, the meteorological models have been updated to utilize Frequency Storm events with precipitation depths derived from the Round Rock Drainage Criteria Manual (see Table 1, below).

Table 1: NOAA Atlas 14 Brushy Creek Watershed Centroid Rainfall Depth for selected Durations and Frequencies (inches); AC = Annual Chance

Duration	1-yr	2-yr	5-yr	10-yr	25-yr (4% AC)	50-yr	100-yr (1% AC)	200-yr	500-yr	1000-yr
5-min	0.438	0.520	0.650	0.761	0.921	1.05	1.18	1.32	1.50	1.65
10-min	0.697	0.829	1.040	1.22	1.47	1.68	1.90	2.11	2.38	2.59
15-min	0.879	1.04	1.30	1.52	1.83	2.09	2.35	2.61	2.98	3.25
30-min	1.24	1.47	1.82	2.12	2.55	2.90	3.25	3.63	4.15	4.57
60-min	1.61	1.91	2.39	2.80	3.39	3.85	4.35	4.89	5.66	6.28
2-hr	1.93	2.35	2.99	3.57	4.41	5.11	5.87	6.73	7.99	9.03
3-hr	2.10	2.61	3.36	4.05	5.08	5.94	6.91	8.02	9.65	11.0
6-hr	2.40	3.05	3.98	4.86	6.19	7.32	8.62	10.1	12.3	14.2
12-hr	2.73	3.49	4.58	5.61	7.18	8.53	10.1	11.9	14.6	17.0
24-hr	3.10	3.97	5.20	6.38	8.17	9.70	11.5	13.5	16.7	19.3

2.1.2 Drainage Area

The Heritage Mill South sits entirely within BRC-650, as delineated in the original WCID model. BRC-650 was split into two separate drainage areas, BRC-650-A and BRC-650-R, such that flowrates and drainage areas could be consistently and easily compared between the existing and developed conditions. BRC-650-A is the portion of BRC-650 being developed, and BRC-650-R is the remainder of the basin remaining in existing condition which does not flow onto the Site. Basins in the existing and proposed conditions are denoted with the prefix of either an “E” or “P” respectively.

See **Appendix A** for the illustration of the drainage area delineations for the **Pre-Development** and the **Post-Development** conditions used in the HEC-HMS models.

2.1.3 *Infiltration Losses*

The U.S. Department of Agriculture Natural Resource Conservation Service (NRCS, formerly the Soil Conservation Service, SCS) has developed a rainfall runoff index, the runoff curve number (CN), which takes into account such factors as soil characteristics, land use/land condition, and antecedent soil moisture to derive a generalized rainfall runoff relationship for a given area. A description of these components and the equations for calculating runoff depth from rainfall are provided below.

The NRCS classifies soils into four hydrologic soil groups: A, B, C and D. These groups indicate the runoff potential of a soil, ranging from a low runoff potential (group A) to a high runoff potential (group D). The CN is estimated for each drainage area based on the information provided in the soil survey of Travis County, Texas.

The NRCS provides runoff curve numbers for three Antecedent Runoff Conditions (ARC): I, II and III. ARC I represents dry soil conditions and ARC III represents saturated soil conditions. ARC II, which represents average soil moisture conditions, is assumed for this analysis. Runoff curve numbers vary from 0 to 100, with the smaller values representing lower runoff potential and the larger values representing higher runoff potential. Impervious cover values are entered separately from CN values into the HEC-HMS model.

There are two factors that play a significant role in the determination of curve numbers, one being the “hydrologic soil group” and the other one being the “land use”. Majority of the soils within the subject property fall under the soil classification D. ARC II is assumed for this analysis. A weighted RCN was generated for drainage areas which were recalculated due to development using a weighted average of curve numbers based on the proportion of each soil type present. Soil data was sourced from the web soil survey tool and imported into Civil3D to perform this estimation.

Drainage areas, curve numbers, and impervious cover percentages for adjacent watersheds were unchanged from the previous study in both the existing and proposed condition. BRC-650 was divided into pre and post-developed areas, with individual RCN and impervious cover calculated for each. The curve number and impervious cover percentage tables are included in **Appendix B**.

2.1.4 *Unit Hydrograph Method*

A rainfall/runoff transformation is required to convert rainfall excess (total rainfall minus infiltration losses) into runoff from a particular subarea. The frequency storm in HEC-HMS is used in this analysis to generate runoff hydrographs for the subject site under existing and developed conditions. This method requires only one input parameter, lag time (T_{LAG}).

The dimensionless unit hydrograph developed by the NRCS (**Figure 1**) was developed by Victor Mockus and presented in *National Engineering Handbook, Section 4, Hydrology*, published by the U. S. Natural Resource Conservation Service. The dimensionless unit hydrograph has its ordinate values expressed in a dimensionless ratio, q/q_p , and its abscissa values as t/T_p . This unit hydrograph has a

point of inflection approximately 1.7 times the time-to-peak (T_p), and the time-to-peak 0.2 of the time-of-base (T_b) (NRCS 1985).

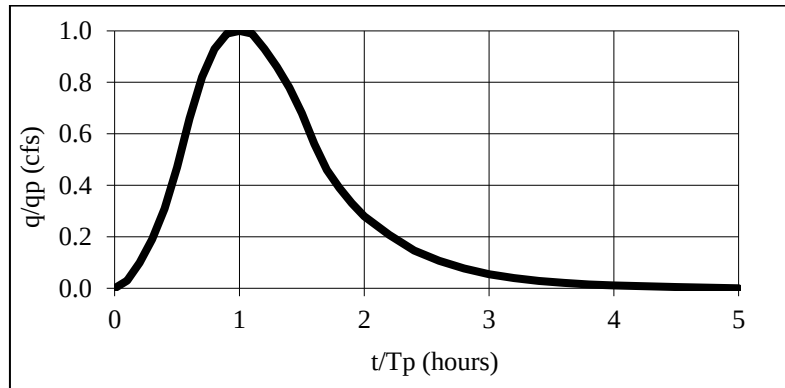


Figure 1. NRCS Unit Hydrograph

Input data for this method consists of a single parameter, T_{LAG} , which is equal to the time (hours) between the center of mass of rainfall excess and the peak of the unit hydrograph (NRCS 1985).

The time-to-peak is computed using the following equation:

$$T_{PEAK} = \Delta t/2 + T_{LAG} \quad \text{Equation 3}$$

Where:

$$\begin{aligned} T_{PEAK} &= \text{time to peak of the unitgraph (hrs)} \\ \Delta t &= \text{computation interval / duration of unit excess (hrs)} \\ T_{LAG} &= \text{watershed lag (hrs)} \end{aligned}$$

The peak flow rate of the unit graph is computed using the following equation:

$$qp = 484A/T_{PEAK} \quad \text{Equation 4}$$

Where:

$$\begin{aligned} qp &= \text{peak flow rate of the unitgraph (cfs/in)} \\ A &= \text{watershed area (sq mi)} \end{aligned}$$

2.1.5 Time of Concentration

The NRCS method assumes that the lag time of a watershed is 60 percent of the watershed's time of concentration. The time of concentration is the time for runoff to travel from the hydraulically most distant point of the watershed to a point of interest within the watershed (NRCS 1985). The time of concentration may be estimated by calculating and summing the travel time for each sub-reach defined by the flow type: sheet flow, shallow concentrated flow, and channelized flow (including roadways and storm sewers). The methods prescribed in the NRCS' Technical Release 55 (TR55) are used to determine the times of concentration for each flow segment in this analysis. For drainage areas unaltered between the existing and proposed conditions, or in situations where the time of concentration still accurately reflected existing conditions within the Site for an adjusted drainage area, times of concentration were left as previously calculated in the WCID report. **Appendix C**

shows the existing and proposed conditions times of concentrations calculations for the subject site. Channel flows were assumed to be 6 cfs, in line with the assumption made for the majority of the times of concentration in the WCID report. Pipe flows were assumed to be 9 cfs, a flow drawn from comparison to finished StormCAD models of similarly-sized projects on similar topography.

Section 3

Hydrologic Results

Tables below compare the pre- vs. post-development flows at two points of analysis: one at the junction of the Site and Brushy Creek, and one further downstream on Brushy Creek at its confluence with Cottonwood Creek. Flowrate comparisons for the remaining junctions which surround the Site, or are between the Site and the Brushy-Cottonwood junction, are included in **Appendix D**.

Table 2: Flow Comparison at J_BRC_650

J_BRC_650 FLOW COMPARISON BY STORM			
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)
2 YR	12057.1	12020.9	-36.2
10 YR	31918.8	31828.6	-90.2
25 YR	48139.4	48004.8	-134.6
100 YR	81237.6	81056.3	-181.3

Table 3: Flow Comparison at J_BRC_670

J_BRC_670 (@ COTTONWOOD CREEK JUNCTION) FLOW COMPARISON BY STORM			
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)
2 YR	11988.3	11952.2	-36.1
10 YR	31850.4	31761.9	-88.5
25 YR	48126.5	48000.2	-126.3
100 YR	81570.2	81387.0	-183.2

As reflected in the table above, flows in the developed condition are reduced compared to the existing condition when considering how the development interacts with the larger Brushy Creek watershed. Given that the Site occupies a location closer to the junction of the two creeks, reducing the time of concentration of runoff leaving the Site allows said runoff to pass through the adjacent and downstream junctions before the overall watershed reaches its peak – reducing the peak flow.

Section 4 Conclusion

per UDC all sites
must detain on site,
off site or participate
in the stormwater
management
program.

UNDERSTOOD, HERITAGE MILL
SOUTH WILL PARTICIPATE IN
HUTTO SWMP. A SENTENCE
CLARIFYING THIS PARTICIPATION
IS ADDED TO THE CONCLUSION.

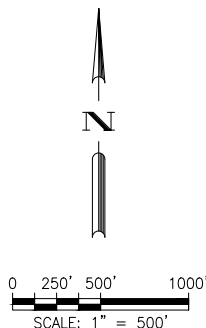
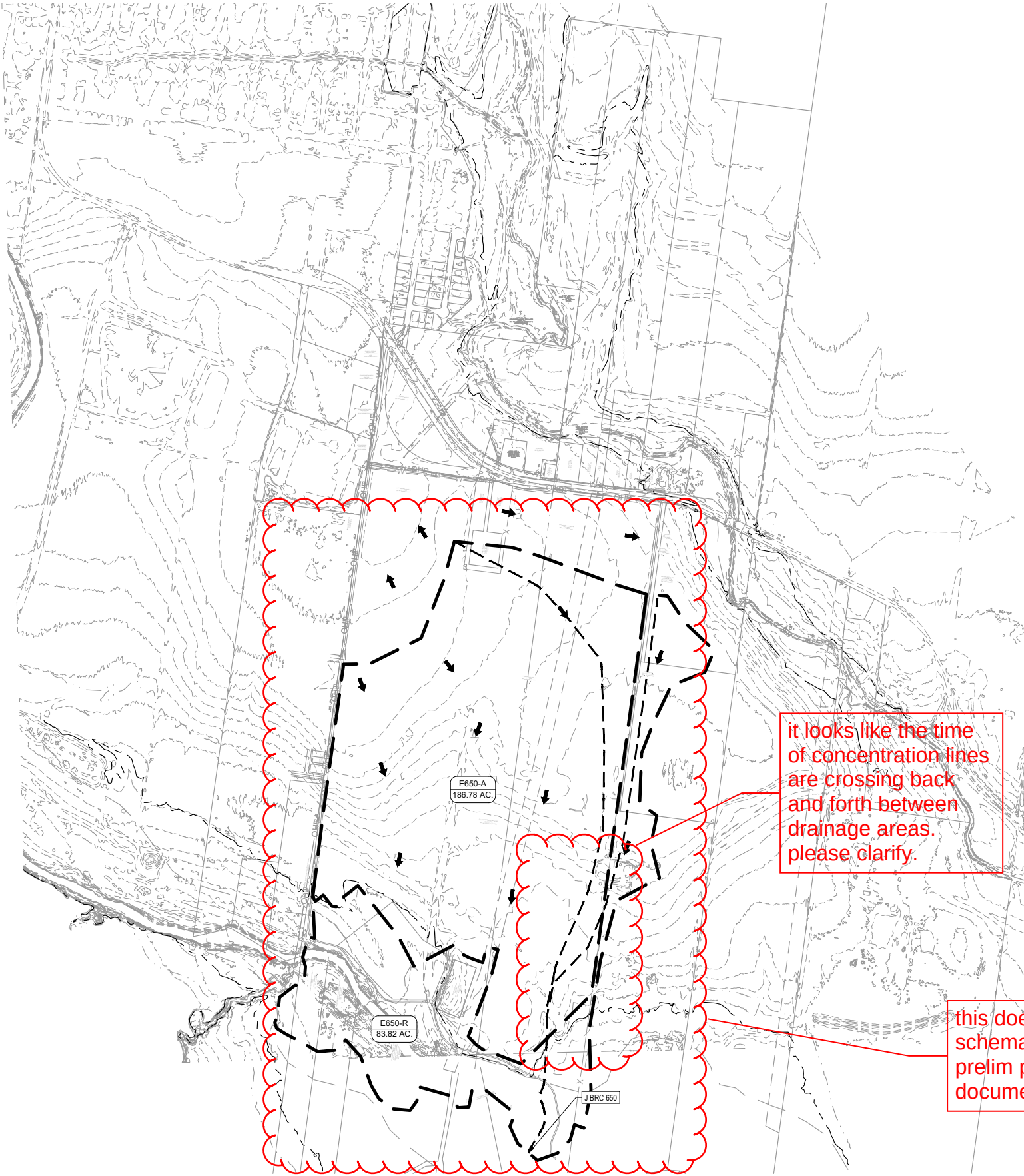
This report includes hydrologic analysis for the pre-and post-developed flow rates at multiple junction points downstream of the development without detention provided on site. Based on the results of this study, detention facilities are not required to reduce the peak post-developed flow to pre-developed flows. The results of the study show there are no expected negative impacts to downstream properties along Brushy Creek when developing the site without detention, which is consistent with Williamson County's detention exemption for Brushy Creek and detention exemptions for similarly situated development projects in the immediate area. The outfall locations for the proposed storm network, depicted in **Appendix A**, will either discharge directly into the creek or into channels properly designed with energy dissipators and rip rap as necessary to prevent erosion.

Appendix A Exhibits

Location Map



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LEGEND	
	PROPERTY BOUNDARY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	TIME OF CONCENTRATION
	FEMA 100-YR FLOODPLAIN
	FEMA 500-YR FLOODPLAIN
	DRAINAGE DIVIDE
	FLOW ARROW
	AREA NAME
	DRAINAGE AREA

it looks like the time of concentration lines are crossing back and forth between drainage areas. please clarify.

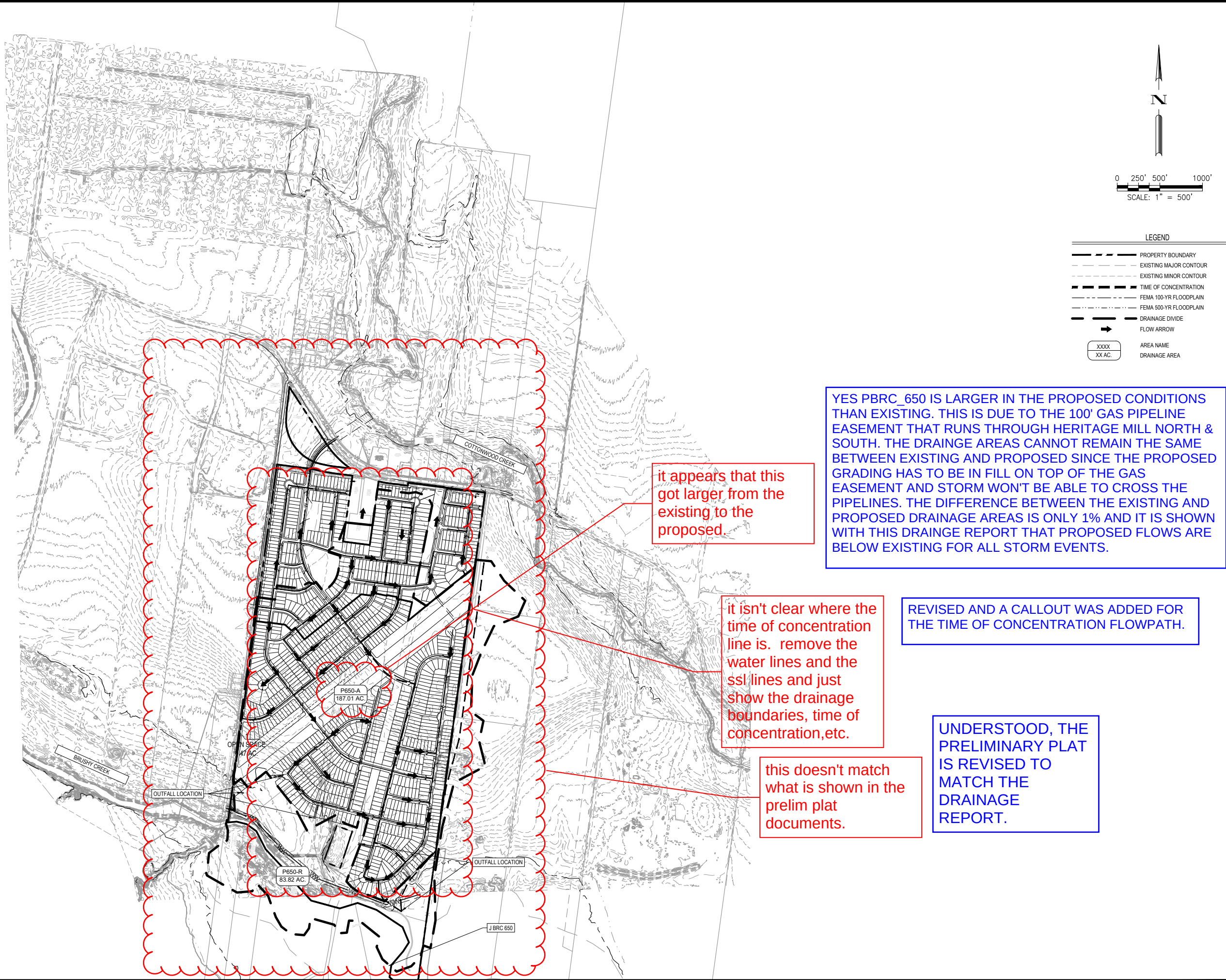
REVISED, EBRC_650 IS NOW ONE AREA WITH A SINGLE TIME OF CONCENTRATION.

this doesn't match the schematic in the prelim plat documents.

UNDERSTOOD, THE PRELIMINARY PLAT IS REVISED TO MATCH THE DRAINAGE REPORT.

HERITAGE MILL SOUTH - DRAINAGE STUDY		SHEET	
HUTTO, TEXAS		1 OF 2	
EXISTING HYDROLOGY		Page 246 of 304	
		BGE, INC. 101 W. Louis Henna Blvd, Suite 400 AUSTIN, TX 78728 TYPE Registration No. F-1046 TEL 512-679-9463 www.bgeinc.com	
DESIGNED BY:	AMC	DATE	APR
REVIEWED BY:	JAB	REV	
DRAWN BY:	AMC	DESCRIPTION	

G:\TXC\Projects\Brohn_Homes\8843-00-Heritage_Mill\01_CADD\05_Exhibits\Heritage_Mill_South - Hutto Drainage Study - Proposed Condition Exhibit.dwg - Layout: Layout1 Plotted: 8/24/2023 5:51:04 PM



it appears that this got larger from the existing to the proposed.

YES PBRC_650 IS LARGER IN THE PROPOSED CONDITIONS THAN EXISTING. THIS IS DUE TO THE 100' GAS PIPELINE EASEMENT THAT RUNS THROUGH HERITAGE MILL NORTH & SOUTH. THE DRAINAGE AREAS CANNOT REMAIN THE SAME BETWEEN EXISTING AND PROPOSED SINCE THE PROPOSED GRADING HAS TO BE IN FILL ON TOP OF THE GAS EASEMENT AND STORM WON'T BE ABLE TO CROSS THE PIPELINES. THE DIFFERENCE BETWEEN THE EXISTING AND PROPOSED DRAINAGE AREAS IS ONLY 1% AND IT IS SHOWN WITH THIS DRAINAGE REPORT THAT PROPOSED FLOWS ARE BELOW EXISTING FOR ALL STORM EVENTS.

it isn't clear where the time of concentration line is. remove the water lines and the ssl lines and just show the drainage boundaries, time of concentration, etc.

REVISED AND A CALLOUT WAS ADDED FOR THE TIME OF CONCENTRATION FLOWPATH.

this doesn't match what is shown in the prelim plat documents.

UNDERSTOOD, THE PRELIMINARY PLAT IS REVISED TO MATCH THE DRAINAGE REPORT.

DATE	REV	DESCRIPTION
APR		

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

BGE

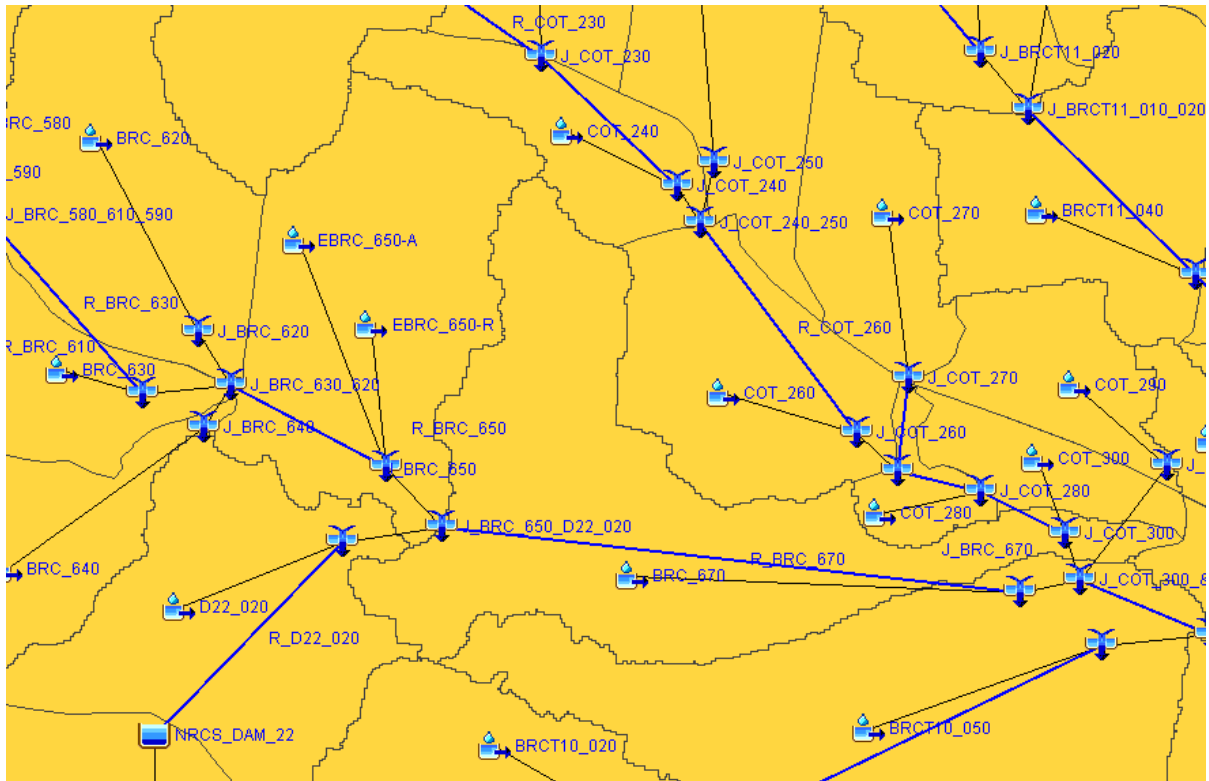
BGE, INC.
101 W. Loop West, Suite 400
AUSTIN, TX 78728
TYPE Registration No. F-1046
TEL. 512.479.9465 www.bgeinc.com

HERITAGE MILL SOUTH - DRAINAGE STUDY
HUTTO, TEXAS

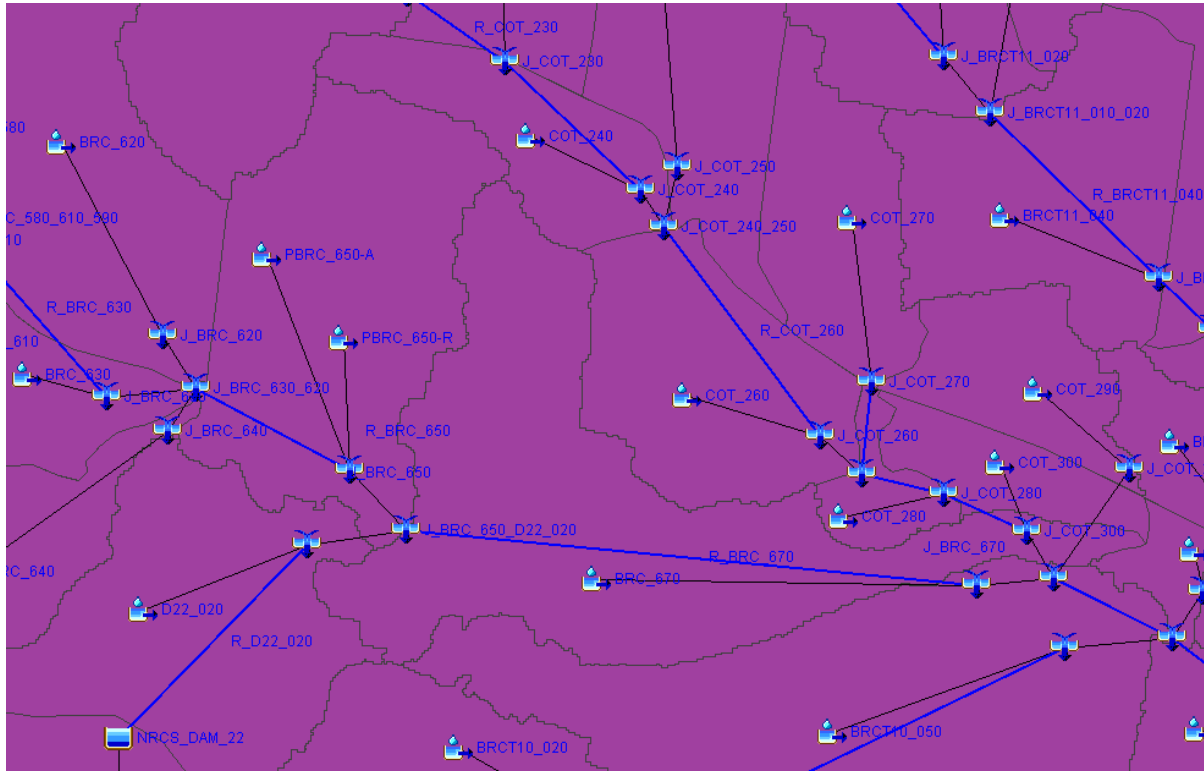
PROPOSED HYDROLOGY

SHEET
2 OF 2

Pre-Development Conditions – BRC_650



Post-Development Conditions – BRC_650



Appendix B Curve Number and Impervious Cover Summary

SCS SPREADSHEETS WITH FORMULAS FOR SHEET, SHALLOW CONCENTRATED, AND CHANNEL FLOW IS PROVIDED WITH THIS RESUBMITTAL. THE EXISTING TC WAS DETERMINED BY WCID AND UNCHANGED. LAG TIME CALCULATION IS 60% OF TOTAL TC.

where are the TOC and lag time calculations?

WSHED	AREA ID	SQMI	AC	AC IC	IC%	LAG (MIN)
BRC 650	E650-A	0.29184	186.780	1.307	0.7%	55.0
	E650-R	0.13097	83.820	0.587	0.7%	55.9

PROPOSED CONDITION						
WSHED	AREA ID	SQMI	AC	AC IC	IC%	TOC (MIN)
BRC 650	P650-A	0.2922	187.010	86.399	46.2%	16.4
	P650-R	0.13097	83.820	0.587	0.7%	47.8

CCN CALCULATIONS						
AREA	SOIL TYPE	%	DESCRIPTION	CN	CCN	IC%
E650-A	B	6.8%	ROW CROPS (GOOD)	78	88.2	0.0
	D	93.2%	ROW CROPS (GOOD)	89		
P650-A	B	6.8%	OPEN SPACE (GOOD)	61	78.7	46.2
	D	93.2%	OPEN SPACE (GOOD)	80		

LABEL	AREA	A ROAD	# LOTS	EST IC/SF LOT	TOTAL IC	IC%
	(AC)	(SFT)		(SFT)	(AC)	
P650-A	187.01	2134440	845	4200	86.37	46.2%

Appendix C

Time of Concentration Calculations

Pre-Development Times of Concentration

E650-R	
Sheet Flow (Applicable to Tc only)	
Segment ID	1
Surface Description	Grass Prairie
Mannings "n"	0.15
Flow Length, L (ft)	100
24-hour rainfall, P (in)	4.06
Watercourse slope, s (ft/ft)	0.0020
$T_t = 0.007(nL)^{0.8} / (P^{0.5} s^{0.4}) \text{ (hr)} =$	
	0.36
Shallow Concentrated Flow	
Segment ID	2
Surface Description (paved or unpaved)	unpaved
Flow Length, L (ft)	4876
Watercourse slope, s (ft/ft)	0.005
Average Velocity, V (fps)	1.14
$T_t = L / (3600V) \text{ (hr)} =$	
	1.19
Total (Tc) =	1.55
Lag Time (min) =	55.88

use round rock
criteria equations 2-4
or 2-5 as appropriate.

UNDERSTOOD, PLEASE
SEE SCS SHEETS AND
FORMULAS IN
ACCORDANCE WITH
ROUND ROCK RAIN
PROVIDED WITH THIS
RESUBMITTAL.

***E650-A retained the 55.0 min lag time from the WCID study**

Post-Development Times of Concentration

P650-A	
Sheet Flow (Applicable to Tc only)	
Segment ID	1
Surface Description	Dense Grasses
Mannings "n"	0.24
Flow Length, L (ft)	100
24-hour rainfall, P (in)	4.06
Watercourse slope, s (ft/ft)	0.0150
$T_t = 0.007(nL)^{0.8} / (P^{0.5} s^{0.4}) \text{ (hr)} =$	
0.24	
Shallow Concentrated Flow	
Segment ID	2
Surface Description (paved or unpaved)	unpaved
Flow Length, L (ft)	30
Watercourse slope, s (ft/ft)	0.015
Average Velocity, V (fps)	1.98
$T_t = L / (3600V) \text{ (hr)} =$	
0.00	
Shallow Concentrated Flow	
Segment ID	2
Surface Description (paved or unpaved)	paved
Flow Length, L (ft)	200
Watercourse slope, s (ft/ft)	0.005
Average Velocity, V (fps)	1.44
$T_t = L / (3600V) \text{ (hr)} =$	
0.04	
Pipe Flow	
Segment ID	5
Flow Length, L (ft)	5871
Average Velocity, V (fps)	9.00
$T_t = L / (3600V) \text{ (hr)} =$	
0.18	
Total (Tc) =	
0.46	
Lag Time (min) =	
16.44	

use round rock
criteria equations 2-4
or 205 as
appropriate.

UNDERSTOOD, PLEASE
SEE SCS SHEETS AND
FORMULAS PROVIDED
WITH THIS RESUBMITTAL.

how was this
calculated?

AVERAGE VELOCITY FOR
CHANNEL FLOW NOW HAS
A DESCRIPTION AT THE
BOTTOM OF THE SCS
SHEET FOR HOW IT WAS
CALCULATED.

P650-R	
Sheet Flow (Applicable to Tc only)	
Segment ID	1
Surface Description	Grass Prairie
Mannings "n"	0.15
Flow Length, L (ft)	100
24-hour rainfall, P (in)	4.06
Watercourse slope, s (ft/ft)	0.0020
$T_t = 0.007(nL)^{0.8} / (P^{0.5} s^{0.4}) \text{ (hr)} =$	
	0.36
Shallow Concentrated Flow	
Segment ID	2
Surface Description (paved or unpaved)	paved
Flow Length, L (ft)	4988
Watercourse slope, s (ft/ft)	0.005
Average Velocity, V (fps)	1.44
$T_t = L / (3600V) \text{ (hr)} =$	
	0.96
Total (Tc) =	1.33
Lag Time (min) =	47.75

use round rock
criteria

UNDERSTOOD, PLEASE
SEE SCS SHEETS AND
FORMULAS IN
ACCORDANCE WITH
ROUND ROCK RAIN
PROVIDED WITH THIS
RESUBMITTAL.

Appendix D HEC-HMS Model (Electronic)

the model submitted was 3.5. The city is currently using 4.10. When trying to open the model in 4.10 and converting it the data appears to get corrupted. Please provide screen shots of all inputs or the model in a newer version of HMS so that the model can be reviewed and/or replicated for review.

THE MODIFIED WCID MODEL CANNOT BE CONVERTED TO HEC-HMS 4.1 SO SCREENSHOTS OF STORM DATA, DATA INPUTS, AND RESULTS ARE INCLUDED WITH THIS RESUBMITTAL.

HERITAGE MILL SOUTH SUBDIVISION

PRELIMINARY PLAT AMENDMENT

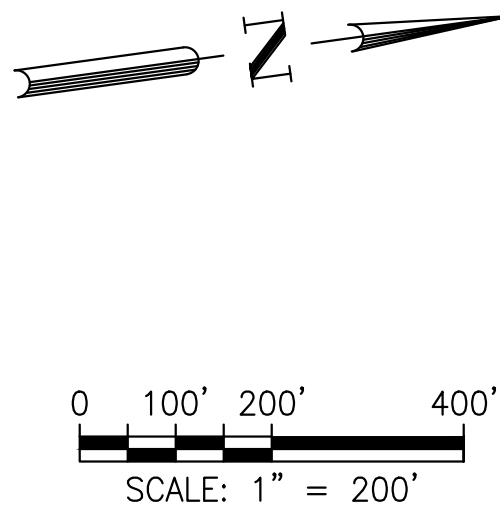
CITY OF HUTTO ETJ

WILLIAMSON COUNTY, TEXAS

SUBMITTAL DATE: 10/12/2022

Sheet List Table

Sheet Number	Sheet Title
1	OVERALL PRELIMINARY PLAN
2	PRELIMINARY PLAN (SHEET 1 OF 2)
3	PRELIMINARY PLAN (SHEET 2 OF 2)
4	METES & BOUNDS DESCRIPTION
5	PRELIMINARY LOT AND STREET TABLES (SHEET 1 OF 2)
6	PRELIMINARY LOT AND STREET TABLES (SHEET 2 OF 2)
7	OVERALL WATER DISTRIBUTION PLAN
8	OVERALL WASTEWATER COLLECTION PLAN
9	OVERALL DRAINAGE PLAN
10	PRE-DEVELOPED HYDROLOGY MAP
11	POST-DEVELOPED HYDROLOGY MAP



---	PROPERTY BOUNDARY
---	PROPOSED RIGHT OF WAY
---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	FEMA 100-YEAR FLOODPLAIN
---	FEMA 500-YEAR FLOODPLAIN
---	NOAA ATLAS 14 EXISTING FLOODPLAIN
---	NOAA ATLAS 14 PROPOSED FLOODPLAIN
---	ROAD CENTERLINE
---	PROPOSED LOT LINE
---	PROPOSED EASEMENT
---	PROPOSED LOT NUMBER

NOTES:

- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH WILLIAMSON COUNTY SUBDIVISION REGULATIONS APPENDIX F2; REFERENCE LOT SETBACK DETAIL ON SHEET 5.
- 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.
- SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION IN CONFORMANCE WITH THE UDC, AS AMENDED.
- 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" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET FOR FRONT AND REAR YARDS AND 5 FEET FOR SIDE YARDS.
- FINISH FLOOR ELEVATION FOR RESIDENTIAL LOTS ADJACENT TO THE PROPOSED/EXISTING PONDS, PROPOSED/EXISTING CHANNELS OR EXISTING 100-YEAR FLOODPLAIN SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 100-YEAR FLOODPLAIN OR 100-YEAR WATER SURFACE ELEVATION, WHICHEVER IS HIGHER.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
GAS: ATMOS
ELECTRIC: ONCOR
- AMENITY, OPEN SPACE, AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC, AS AMENDED.
- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
- 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.
- IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 32 FEET WIDE. IF THE STREETS ARE LESS THAN 32 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IPC APPENDIX D SEC. D103.6.1/D103.6.2). IN ANY EVENT THE PAVEMENT WIDTH SHALL BE NO LESS THAN WILLIAMSON COUNTY STANDARDS.
- ALL OPEN SPACE LOTS TO BE PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS EASEMENT.
- A PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0520F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO WILLIAMSON COUNTY STANDARDS OR CITY OF HUTTO UNIFIED DEVELOPMENT CODE WHERE WILLIAMSON COUNTY STANDARDS ARE SILENT.
- ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION 811.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
- THIS SUBDIVISION IS SUBJECT TO A CONSENT AGREEMENT, DATED FEBRUARY 25, 2021, PASSED IN CITY RESOLUTION NO. R-2021-040, RECORDED IN DOCUMENT NO. 2021043665.
- AREAS OF REFRAINMENT, AS SHOWN HEREON, CONSISTS OF MULTI-FAMILY LOTS. PER CONSENT AGREEMENT DOC. NO. 2021043665, THE DEVELOPER SHALL NOT CONSTRUCT ANY BUILDINGS OR OTHER STRUCTURES OR FINAL PLAT ANY LOTS WITHIN THE REFRAINMENT AREAS FOR A PERIOD OF FIVE (5) YEARS AFTER THE EFFECTIVE DATE OF THE CONSENT AGREEMENT.
- NO DEVELOPMENT SHALL BEGIN PRIOR TO THE ISSUANCE OF A FLOOD PLAIN DEVELOPMENT PERMIT BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR FOR EACH OF THE FOLLOWING LOTS: AA-1, AA-18, AA20-34, AND DD-27.
- DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 163 OR SOUTHEAST LOOP. THE ADJACENT COUNTY ROADS.
- ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS. (WCSR 8.6)
- THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
- LOTS WITH LESS THAN 50' OF FRONTAGE MAY NOT BE FURTHER SUBDIVIDED.
- WILLIAMSON COUNTY NO LONGER OWNS OR MAINTAINS CR 163. CR 163 WAS ANNEXED INTO CITY OF HUTTO WITH THE ADJACENT BROOKLANDS DEVELOPMENT AND IS OWNED AND MAINTAINED BY CITY OF HUTTO. ADDITIONAL CR 163 ROW PROPOSED WITH THIS DEVELOPMENT SHALL BE TO THE CITY OF HUTTO.
- SOUTHEAST LOOP IS NOT PROPOSED TO BE CONSTRUCTED AS PART OF THIS PRELIMINARY PLAT. IT IS ANTICIPATED THAT CONSTRUCTION OF SOUTHEAST LOOP WILL BE COMPLETED IN THE FUTURE BY WILLIAMSON COUNTY AND/OR ANOTHER GOVERNMENTAL ENTITY, BUT NOT BY THE OWNER OR DEVELOPER OF THIS SUBDIVISION.
- THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOT 18 BLOCK Y, LOT 24 BLOCK Z, LOT 57 BLOCK J, LOT 1 BLOCK AA, LOT 41 BLOCK BB, AND LOT 1 BLOCK CC PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOT 18 BLOCK Y, LOT 24 BLOCK Z, LOT 57 BLOCK J, LOT 1 BLOCK AA, LOT 41 BLOCK BB, AND LOT 1 BLOCK CC INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.

Would the developer be willing to dedicate this open space to the city?

YES, PLEASE NOTE THE AREA HIGHLIGHTED IN RED OVERLAPS THE EXISTING SHILOH MCUTCHEON CEMETERY AND THAT AREA CANNOT BE DEDICATED AS OPEN SPACE.

APPROXIMATE 0.2% ANNUAL CHANCE FLOODPLAIN ZONE "X (SHADED)" PER FEMA MAP NO. 48491C0520F EFFECTIVE DEC 20, 2019

NOAA ATLAS 14 EXISTING FLOODPLAIN, PER STUDY BY BGE, INC. DATED APRIL 2023

APPROXIMATE 1% ANNUAL CHANCE FLOODPLAIN ZONE "AE" PER FEMA MAP NO. 48491C0520F EFFECTIVE DEC 20, 2019

PLANNING AND ZONING COMMISSION CHAIR

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THE _____ DAY OF _____, 202__.

RICHARD HUDSON, P&Z CHAIR



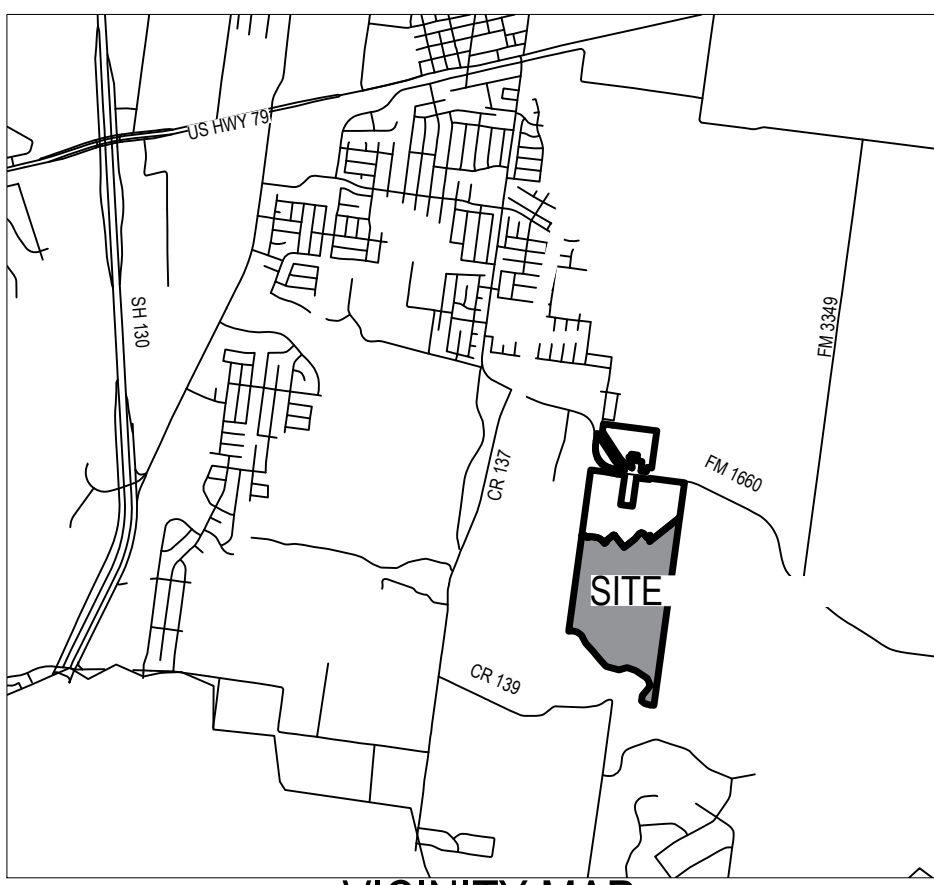
08/31/2023

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

DEVELOPER:
CLAYTON PROPERTIES GROUP INC
DBA BROHN HOMES
6700 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX 78730
PHONE: 512-334-6775

OWNER:
S&H HUTTO INVESTMENTS LLC,
4008 SPICEWOOD SPRINGS RD
AUSTIN, TX 78759

SURVEYOR:
BGE, INC.
101 WEST LOUIS HENNA BLVD
SUITE 1000
AUSTIN, TX 78744



VICINITY MAP 1" = 5,000'

ENGINEERING REVIEW

Review is for general compliance only. Sole responsibility for correctness remains with the Engineer of Record.

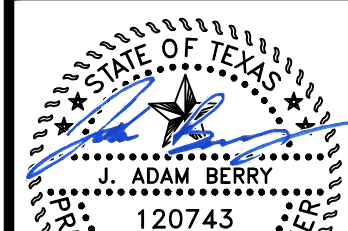
- ☐ No Exceptions Taken
☐ Revise as Noted
☒ Denied, Revise and Resubmit.

Erosion and Sediment Control Plan Review by:
Mindy McDonough, CISEC # 1394
mindy.mcdonough@huttotx.gov
512-759-4003

09/13/2023

No Comments

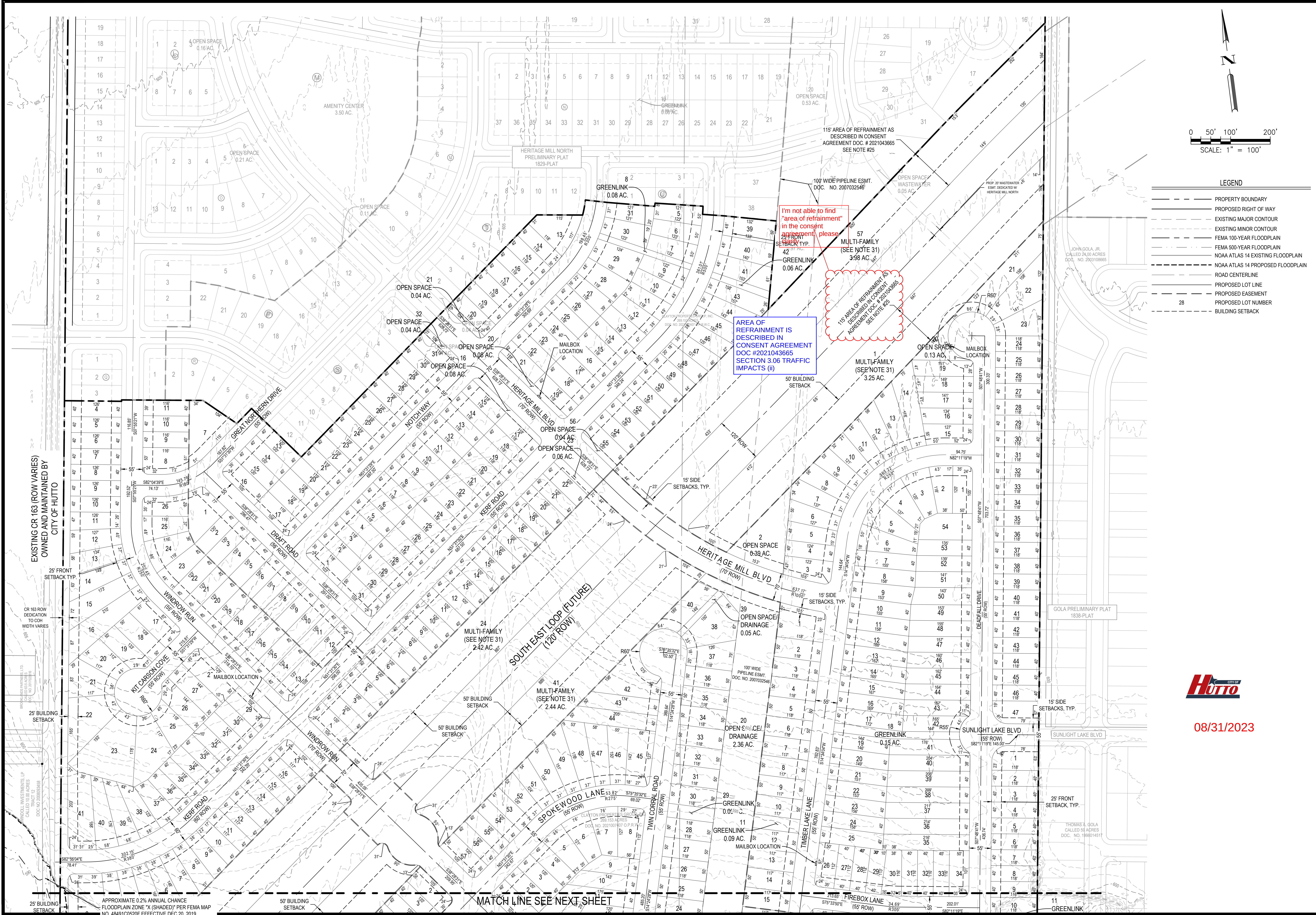
HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS
OVERALL PRELIMINARY PLAN



08/25/2023

SHEET
1 OF 11

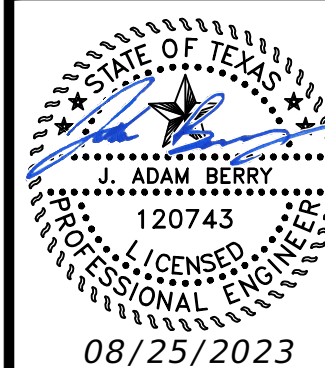
g:\TXC\Projects\brohm_homes\8843-00\heritage_mill\01_CADD\01_Shts\8843-13-C-SP-PRELIM.dwg Layout: PRELIMINARY PLAN (SHEET 1 OF 2) Plotted: 8/22/2023 4:48:16 PM



08/31/2023



HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAN (SHEET 1 OF 2)



SHEET
2 OF 11

BGE, INC.
101 W. Louis Henna Blvd. Suite 400
AUSTIN, TX 78728
TYPE Registration No. F-1046
TEL. 512.679.9460 www.bgeinc.com

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

DATE	DESCRIPTION
APR	

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 190.991 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, AND THE WILLIAM GATLAN SURVEY NUMBER 23, ABSTRACT 271, BOTH OF WILLIAMSON COUNTY, TEXAS; BEING OUT OF A CALLED 271.214 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC. IN DOCUMENT NUMBER 2021007407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 190.991 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE at a broken Texas Department of Transportation (TxDOT) Type I concrete right-of-way monument found on the east line of a called 15.01 acre tract of land conveyed unto the Hutto Independent School District in Document Number 2006015406 of the Official Public Records of Williamson County, Texas, at the northwest corner of the north terminus of County Road 163 (Apparent R.O.W. - Varies), no deed of record found, at a southwest corner of F.M. 1660 (R.O.W. - Varies), as described in Volume 384, Page 608 and Volume 386, Page 411, both of the Deed Records of Williamson County, Texas, and Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242, all of the Official Records of Williamson County, Texas; THENCE, S 82°35'02" E, over and across the right-of-way of said County Road 163, a distance of 42.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northeast corner of the north terminus of said County Road 163, at the northwesterly corner of said 271.214 acre tract; THENCE, S 07°48'41" W, coincident with the common line of the 271.214 acre tract and said apparent right-of-way, a distance of 1,853.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, in a northeasterly direction, departing said common line, over and across the 271.214 acre tract, the following twenty (20) courses:

1) S 82° 11' 19" E, a distance of 17.81 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) S 82° 04' 39" E, a distance of 126.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract

3) N 07° 55' 21" E, a distance of 3.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

4) S 82° 19' 38" E, a distance of 204.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

5) S 48° 28' 30" E, a distance of 103.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

6) N 51° 31' 30" E, a distance of 53.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

7) S 38° 28' 31" E, a distance of 175.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

8) N 51° 31' 29" E, a distance of 850.87 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

9) S 82° 30' 23" E, a distance of 115.42 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for a re-entrant corner of the herein described tract;

10) Curving to the left, with a radius of 272.50 feet, an arc length of 38.56 feet, a central angle of 08° 06' 25", a chord bearing of N 17° 40' 40" E, and a chord distance of 38.53 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a corner of the herein described tract;

11) S 76° 22' 33" E, a distance of 55.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract

12) S 78° 00' 21" E, a distance of 120.58 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

13) N 13° 27' 58" E, a distance of 8.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

14) S 79° 02' 23" E, a distance of 120.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract

15) S 10° 04' 57" W, a distance of 20.56 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

16) S 78° 40' 15" E, a distance of 55.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract

17) S 77° 07' 06" E, a distance of 131.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract

18) S 12° 32' 49" W, a distance of 223.83 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract

19) thence N 50° 45' 35" E a distance of 676.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2021 N 52° 27' 05" E, a distance of 328.16 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 271.214 acre tract and a called 61.40 acre tract of land described as Tract 2 as conveyed unto Starlight Homes Texas, LLC, in Document Number 2021074553 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, S 07°48'41" W, coincident with said common line, passing at a distance of 4,905.93 feet to a 2-inch iron pipe found on line, and continuing on for a total distance of 9,965.01 feet to a calculated point in the center of Brushy Creek on the north line of Lot 132, The Lookout At Brushy Creek Subdivision as recorded in Cabinet Q, Slides 288-298 of the Plat Records of Williamson County, Texas, at the common corner of the 271.214 acre tract and the 61.40 acre tract, for the southeast corner of the herein described tract;

THENCE, in a northwesterly direction along the meanders of the centerline of Brushy Creek, coincident with the common line of the 175 acre tract and Lots 132, 133, and 134, said The Lookout At Brushy Creek, an area of unclear Title (old apparent R.O.W.), a called 23.4488 acre tract of land conveyed unto Ramswaroop R. Boddu A/K/A Ramswaroop Boddu and Spouse Resmi Surendran in Document Number 2008062891 of the Official Public Records of Williamson County, Texas, a called 12.2254 acre tract of land conveyed unto Kelley R. Buchanan and Sammy D. Buchanan in Document Number 2011071560 of the Official Public Records of Williamson County, Texas and a called 10.286 acre tract of land conveyed unto Robert G. Vitek and Wife Vickie V. Vitek in Volume 812, Page 282 of the Deed Records of Williamson County, Texas the following eighteen (18) courses:

1) N 88°44'41" W a distance of 93.69 feet to a calculated point for an angle point of the herein described tract;

2) N 74°40'50" W a distance of 155.02 feet to a calculated point for an angle point of the herein described tract.

3) N 50°00'02" W a distance of 106.55 feet to a calculated point for an angle point of the herein described tract;

4) N 08°17'00" E a distance of 141.71 feet to a calculated point for an angle point of the herein described tract;

5) N 40°26'55" E a distance of 212.66 feet to a calculated point for an angle point of the herein described tract for corner;

6) N 33°05'26" E a distance of 126.52 feet to a calculated point for an angle point of the herein described tract;

7) N 22°46'03" W a distance of 194.42 feet to a calculated point for an angle point of the herein described tract;

8) N 56°30'03" W a distance of 365.50 feet to a calculated point for an angle point of the herein described tract;

9) N 69°48'10" W a distance of 236.62 feet to a calculated point for an angle point of the herein described tract;

10) S 72°50'18" W a distance of 218.77 feet to a calculated point for an angle point of the herein described tract;

11) N 74°42'49" W a distance of 348.05 feet to a calculated point for an angle point of the herein described tract;

12) N 42°34'53" W a distance of 207.72 feet to a calculated point for an angle point of the herein described tract;

[illegible]

15) S 85°30'32" W a distance of 105.55 feet to a calculated point at the southeast corner of the southern terminus of the aforementioned apparent right-of-way of County Road 163, at the southwest corner of the 271.214 acre tract, for the southwest corner of the herein described tract;

16) N 39°39'54" W a distance of 321.50 feet to a calculated point for an angle point of the herein described tract;

17) N 42°52'21" W a distance of 276.61 feet to a calculated point for an angle point of the herein described tract;

18) N 27°16'46" W a distance of 237.70 feet to a calculated point for an angle point of the herein described tract;

THENCE, N 07°48'41" E, coincident with the common line of the 271.214 acre tract and the apparent east right-of-way line of said County Road 163, a distance of 2,383.43 feet to the POINT OF BEGINNING and containing 190.991 acres of land, more or less.



08/31/2023

	DATE	REV	DESCRIPTION	APR
DESIGNED BY:	AMC			
REVIEWED BY:	JAB			
DRAWN BY:	AMC			



BGE, INC.
 Suite 400
 J. ADAM BERRY
 AUSTIN, TX 78738
 TBPE Registration No. F-1046
 TEL: 512-879-0400 www.bgeinc.com

HERITAGE MILL SOUTH PRELIMINARY PLAT AMENDMENT HUTTO ETJ & WILLIAMSON COUNTY, TEXAS

METES & BOUNDS DESCRIPTION



SHEET
4 OF 11

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Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK AA LOT 1	MULTI-FAMILY (SEE NOTE 31)	137960	
BLOCK AA LOT 2	40' FRONT	5952	
BLOCK AA LOT 3	40' FRONT	4800	
BLOCK AA LOT 4	40' FRONT	4800	
BLOCK AA LOT 5	40' FRONT	4800	
BLOCK AA LOT 6	40' FRONT	4800	
BLOCK AA LOT 7	40' FRONT	4800	
BLOCK AA LOT 8	40' FRONT	4800	
BLOCK AA LOT 9	40' FRONT	4800	
BLOCK AA LOT 10	40' FRONT	4800	
BLOCK AA LOT 11	40' FRONT	4800	
BLOCK AA LOT 12	40' FRONT	4800	
BLOCK AA LOT 13	40' FRONT	4864	
BLOCK AA LOT 14	40' FRONT	5116	
BLOCK AA LOT 15	40' FRONT	5464	
BLOCK AA LOT 16	40' FRONT	4992	
BLOCK AA LOT 17	40' FRONT	7588	
BLOCK AA LOT 18	40' FRONT	11554	
BLOCK AA LOT 19	OPEN SPACE/ DRAINAGE	1757897	
BLOCK AA LOT 20	50' FRONT	5764	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK AA LOT 21	50' FRONT	7113	
BLOCK AA LOT 22	50' FRONT	7500	
BLOCK AA LOT 23	50' FRONT	7500	
BLOCK AA LOT 24	50' FRONT	7497	
BLOCK AA LOT 25	50' FRONT	7330	
BLOCK AA LOT 26	50' FRONT	7730	
BLOCK AA LOT 27	50' FRONT	7926	
BLOCK AA LOT 28	50' FRONT	7926	
BLOCK AA LOT 29	50' FRONT	7926	
BLOCK AA LOT 30	50' FRONT	7757	
BLOCK AA LOT 31	50' FRONT	7000	
BLOCK AA LOT 32	50' FRONT	7000	
BLOCK AA LOT 33	50' FRONT	7000	
BLOCK AA LOT 34	50' FRONT	7000	
BLOCK AA LOT 35	50' FRONT	7000	
BLOCK AA LOT 36	50' FRONT	7000	
BLOCK AA LOT 37	50' FRONT	7000	
BLOCK AA LOT 38	50' FRONT	7000	
BLOCK AA LOT 39	50' FRONT	7000	
BLOCK AA LOT 40	50' FRONT	7000	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK AA LOT 41	50' FRONT	7082	
BLOCK AA LOT 42	50' FRONT	5800	
BLOCK AA LOT 43	50' FRONT	5800	
BLOCK AA LOT 44	50' FRONT	5800	
BLOCK AA LOT 45	50' FRONT	5887	
BLOCK AA LOT 46	50' FRONT	6160	
BLOCK AA LOT 47	OPEN SPACE/DRAINAGE	2111	
BLOCK AA LOT 48	50' FRONT	6616	
BLOCK AA LOT 49	50' FRONT	6597	
BLOCK AA LOT 50	50' FRONT	6741	
BLOCK AA LOT 51	50' FRONT	6885	
BLOCK AA LOT 52	50' FRONT	7029	
BLOCK AA LOT 53	50' FRONT	7153	
BLOCK AA LOT 54	50' FRONT	6093	
BLOCK AA LOT 55	50' FRONT	9648	
BLOCK AA LOT 56	50' FRONT	9280	
BLOCK AA LOT 57	50' FRONT	7959	
BLOCK AA LOT 58	50' FRONT	7232	
BLOCK AA LOT 59	50' FRONT	8678	
BLOCK AA LOT 60	50' FRONT	9105	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK AA LOT 61	50' FRONT	10563	
BLOCK AA LOT 62	50' FRONT	9949	
BLOCK AA LOT 63	50' FRONT	8063	
BLOCK AA LOT 64	50' FRONT	7022	
BLOCK AA LOT 65	50' FRONT	6344	
BLOCK AA LOT 66	50' FRONT	5730	
BLOCK AA LOT 67	50' FRONT	6000	
BLOCK AA LOT 68	50' FRONT	6000	
BLOCK AA LOT 69	50' FRONT	6000	
BLOCK AA LOT 70	50' FRONT	6000	
BLOCK AA LOT 71	50' FRONT	6000	
BLOCK AA LOT 72	50' FRONT	6593	
BLOCK AA LOT 73	50' FRONT	7121	
BLOCK AA LOT 74	50' FRONT	7947	
BLOCK AA LOT 75	50' FRONT	7198	
BLOCK AA LOT 76	50' FRONT	6682	
BLOCK AA LOT 77	50' FRONT	5564	
BLOCK AA LOT 78	40' FRONT	4700	
BLOCK AA LOT 79	40' FRONT	4700	
BLOCK AA LOT 80	40' FRONT	4700	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK AA LOT 81	40' FRONT	4700	
BLOCK AA LOT 82	40' FRONT	4700	
BLOCK AA LOT 83	40' FRONT	4700	
BLOCK AA LOT 84	40' FRONT	4700	
BLOCK AA LOT 85	40' FRONT	4700	
BLOCK AA LOT 86	40' FRONT	4700	
BLOCK AA LOT 87	40' FRONT	4700	
BLOCK AA LOT 88	40' FRONT	6003	
BLOCK BB LOT 1	50' FRONT	9430	
BLOCK BB LOT 2	50' FRONT	5904	
BLOCK BB LOT 3	50' FRONT	5898	
BLOCK BB LOT 4	50' FRONT	5893	
BLOCK BB LOT 5	50' FRONT	5887	
BLOCK BB LOT 6	50' FRONT	5881	
BLOCK BB LOT 7	50' FRONT	5875	
BLOCK BB LOT 8	50' FRONT	5870	
BLOCK BB LOT 9	50' FRONT	5864	
BLOCK BB LOT 10	50' FRONT	5858	
BLOCK BB LOT 11	GREENLINK	4086	
BLOCK BB LOT 12	50' FRONT	5848	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK BB LOT 13	50' FRONT	5843	
BLOCK BB LOT 14	50' FRONT	5837	
BLOCK BB LOT 15	50' FRONT	5831	
BLOCK BB LOT 16	50' FRONT	5825	
BLOCK BB LOT 17	50' FRONT	5820	
BLOCK BB LOT 18	50' FRONT	5814	
BLOCK BB LOT 19	50' FRONT	5930	
BLOCK BB LOT 20	OPEN SPACE/ DRAINAGE	102679	
BLOCK BB LOT 21	50' FRONT	7002	
BLOCK BB LOT 22	50' FRONT	5875	
BLOCK BB LOT 23	50' FRONT	5875	
BLOCK BB LOT 24	50' FRONT	5875	
BLOCK BB LOT 25	50' FRONT	5875	
BLOCK BB LOT 26	50' FRONT	5875	
BLOCK BB LOT 27	50' FRONT	5875	
BLOCK BB LOT 28	50' FRONT	5875	
BLOCK BB LOT 29	GREENLINK	4079	
BLOCK BB LOT 30	50' FRONT	5875	
BLOCK BB LOT 31	50' FRONT	5875	
BLOCK BB LOT 32	50' FRONT	5875	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK BB LOT 33	50' FRONT	5874	
BLOCK BB LOT 34	50' FRONT	5875	
BLOCK BB LOT 35	50' FRONT	5875	
BLOCK BB LOT 36	50' FRONT	5875	
BLOCK BB LOT 37	50' FRONT	7210	
BLOCK BB LOT 38	40' FRONT	11290	
BLOCK BB LOT 39	OPEN SPACE/ DRAINAGE	2246	
BLOCK BB LOT 40	50' FRONT	8178	
BLOCK BB LOT 41	MULTI-FAMILY (SEE NOTE 31)	106295	
BLOCK BB LOT 42	40' FRONT	12620	
BLOCK BB LOT 43	40' FRONT	7579	
BLOCK BB LOT 44	40' FRONT	8790	
BLOCK BB LOT 45	40' FRONT	9066	
BLOCK BB LOT 46	40' FRONT	6685	
BLOCK BB LOT 47	40' FRONT	7255	
BLOCK BB LOT 48	40' FRONT	6255	
BLOCK BB LOT 49	40' FRONT	7687	
BLOCK BB LOT 50	40' FRONT	6476	
BLOCK BB LOT 51	40' FRONT	5737	
BLOCK BB LOT 52	40' FRONT	5381	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK BB LOT 53	40' FRONT	4830	
BLOCK BB LOT 54	40' FRONT	4800	
BLOCK BB LOT 55	40' FRONT	4800	
BLOCK BB LOT 56	40' FRONT	4800	
BLOCK BB LOT 57	40' FRONT	5952	
BLOCK CC LOT 1	MULTI-FAMILY (SEE NOTE 31)	141547	
BLOCK CC LOT 2	OPEN SPACE	16870	
BLOCK CC LOT 3	40' FRONT	6589	
BLOCK CC LOT 4	40' FRONT	4945	
BLOCK CC LOT 5	40' FRONT	5407	
BLOCK CC LOT 6	40' FRONT	5976	
BLOCK CC LOT 7	40' FRONT	6559	
BLOCK CC LOT 8	40' FRONT	6003	
BLOCK CC LOT 9	40' FRONT	5519	
BLOCK CC LOT 10	40' FRONT	5425	
BLOCK CC LOT 11	40' FRONT	5719	
BLOCK CC LOT 12	40' FRONT	6458	
BLOCK CC LOT 13	40' FRONT	7743	
BLOCK CC LOT 14	40' FRONT	9803	
BLOCK CC LOT 15	40' FRONT	6139	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK CC LOT 16	40' FRONT	5217	
BLOCK CC LOT 17	40' FRONT	5508	
BLOCK CC LOT 18	40' FRONT	5799	
BLOCK CC LOT 19	40' FRONT	6115	
BLOCK CC LOT 20	OPEN SPACE	5613	
BLOCK CC LOT 21	40' FRONT	11299	
BLOCK CC LOT 22	40' FRONT	7332	
BLOCK CC LOT 23	40' FRONT	4700	
BLOCK CC LOT 24	40' FRONT	4700	
BLOCK CC LOT 25	40' FRONT	4700	
BLOCK CC LOT 26	40' FRONT	4700	
BLOCK CC LOT 27	40' FRONT	4700	
BLOCK CC LOT 28	40' FRONT	4700	
BLOCK CC LOT 29	40' FRONT	4700	
BLOCK CC LOT 30	40' FRONT	4700	
BLOCK CC LOT 31	40' FRONT	4700	
BLOCK CC LOT 32	40' FRONT	4700	
BLOCK CC LOT 33	40' FRONT	4700	
BLOCK CC LOT 34	40' FRONT	4700	
BLOCK CC LOT 35	40' FRONT	4700	
BLOCK CC LOT 36	40' FRONT	4700	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK CC LOT 37	40' FRONT	4700	
BLOCK CC LOT 38	40' FRONT	4700	
BLOCK CC LOT 39	40' FRONT	4700	
BLOCK CC LOT 40	40' FRONT	4700	
BLOCK CC LOT 41	40' FRONT	4700	
BLOCK CC LOT 42	40' FRONT	4700	
BLOCK CC LOT 43	40' FRONT	4700	
BLOCK CC LOT 44	40' FRONT	4700	
BLOCK CC LOT 45	40' FRONT	4700	
BLOCK CC LOT 46	40' FRONT	4700	
BLOCK CC LOT 47	40' FRONT	6422	
BLOCK CC LOT 48	40' FRONT	8569	
BLOCK DD LOT 2	40' FRONT	5267	
BLOCK DD LOT 3	40' FRONT	5267	
BLOCK DD LOT 4	40' FRONT	4753	
BLOCK DD LOT 5	40' FRONT	4974	
BLOCK DD LOT 6	40' FRONT	5674	
BLOCK DD LOT 7	40' FRONT	5553	
BLOCK DD LOT 8	40' FRONT	5546	
BLOCK DD LOT 9	40' FRONT	5417	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK DD LOT 10	40' FRONT	5308	
BLOCK DD LOT 11	40' FRONT	5174	
BLOCK DD LOT 12	40' FRONT	4704	
BLOCK DD LOT 13	40' FRONT	4703	
BLOCK DD LOT 14	40' FRONT	4702	
BLOCK DD LOT 15	40' FRONT	4701	
BLOCK DD LOT 16	40' FRONT	5827	
BLOCK DD LOT 17	40' FRONT	5826	
BLOCK DD LOT 18	40' FRONT	4699	
BLOCK DD LOT 19	40' FRONT	4698	
BLOCK DD LOT 20	40' FRONT	4697	
BLOCK DD LOT 21	40' FRONT	4696	
BLOCK DD LOT 22	40' FRONT	4696	
BLOCK DD LOT 23	40' FRONT	4753	
BLOCK DD LOT 24	40' FRONT	4700	
BLOCK DD LOT 25	40' FRONT	5674	
BLOCK DD LOT 26	40' FRONT	6640	
BLOCK DD LOT 27	40' FRONT	6688	
BLOCK DD LOT 28	40' FRONT	5999	
BLOCK DD LOT 29	40' FRONT	5341	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK DD LOT 30	40' FRONT	5267	
BLOCK DD LOT 31	40' FRONT	5267	
BLOCK DD LOT 32	40' FRONT	5267	
BLOCK DD LOT 33	40' FRONT	5267	
BLOCK DD LOT 34	40' FRONT	8167	
BLOCK DD LOT 35	40' FRONT	6535	
BLOCK EE LOT 1	40' FRONT	6356	
BLOCK EE LOT 2	40' FRONT	5267	
BLOCK EE LOT 3	40' FRONT	5396	
BLOCK EE LOT 4	40' FRONT	5588	
BLOCK EE LOT 5	40' FRONT	5482	
BLOCK EE LOT 6	40' FRONT	5332	
BLOCK EE LOT 7	40' FRONT	5257	
BLOCK EE LOT 8	40' FRONT	5240	
BLOCK EE LOT 9	40' FRONT	5184	
BLOCK EE LOT 10	40' FRONT	5127	
BLOCK EE LOT 11	40' FRONT	7288	
BLOCK EE LOT 12	40' FRONT	8149	
BLOCK EE LOT 13	40' FRONT	4810	
BLOCK EE LOT 14	40' FRONT	5052	
BLOCK EE LOT 15	40' FRONT	5367	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK EE LOT 16	40' FRONT	6195	
BLOCK EE LOT 17	40' FRONT	7002	
BLOCK EE LOT 18	40' FRONT	7024	
BLOCK EE LOT 19	40' FRONT	6190	
BLOCK EE LOT 20	40' FRONT	5577	
BLOCK EE LOT 21	40' FRONT	5360	
BLOCK EE LOT 22	40' FRONT	5267	
BLOCK EE LOT 23	40' FRONT	5267	
BLOCK EE LOT 24	40' FRONT	6535	
BLOCK FF LOT 1	40' FRONT	6552	
BLOCK FF LOT 2	40' FRONT	5400	
BLOCK FF LOT 3	40' FRONT	5400	
BLOCK FF LOT 4	40' FRONT	5400	
BLOCK FF LOT 5	40' FRONT	6375	
BLOCK FF LOT 6	40' FRONT	6821	
BLOCK FF LOT 7	40' FRONT	7040	
BLOCK FF LOT 8	40' FRONT	8049	
BLOCK FF LOT 9	40' FRONT	5384	
BLOCK FF LOT 10	40' FRONT	6379	
BLOCK FF LOT 11	40' FRONT	7596	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK FF LOT 12	40' FRONT	5038	
BLOCK FF LOT 13	40' FRONT	8587	
BLOCK FF LOT 14	40' FRONT	5417	
BLOCK FF LOT 15	40' FRONT	5299	
BLOCK GG LOT 16	40' FRONT	6099	
BLOCK FF LOT 17	40' FRONT	5354	
BLOCK GG LOT 18	50' FRONT	7005	
BLOCK GG LOT 19	50' FRONT	5875	
BLOCK GG LOT 20	50' FRONT	5875	
BLOCK GG LOT 21	50' FRONT	5875	
BLOCK II LOT 1	40' FRONT	5952	
BLOCK II LOT 2	40' FRONT	5883	
BLOCK II LOT 3	40' FRONT	6730	
BLOCK II LOT 4	40' FRONT	6954	
BLOCK II LOT 5	40' FRONT	7482	
BLOCK II LOT 6	40' FRONT	7263	
BLOCK II LOT 7	40' FRONT	6127	
BLOCK II LOT 8	40' FRONT	6247	
BLOCK II LOT 9	40' FRONT	6479	
BLOCK II LOT 10	40' FRONT	6162	
BLOCK II LOT 11	40' FRONT	6256	
BLOCK II LOT 12	40' FRONT	6350	
BLOCK II LOT 13	40' FRONT	6445	

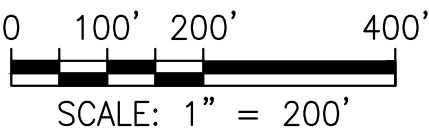
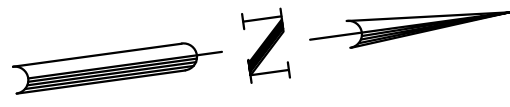
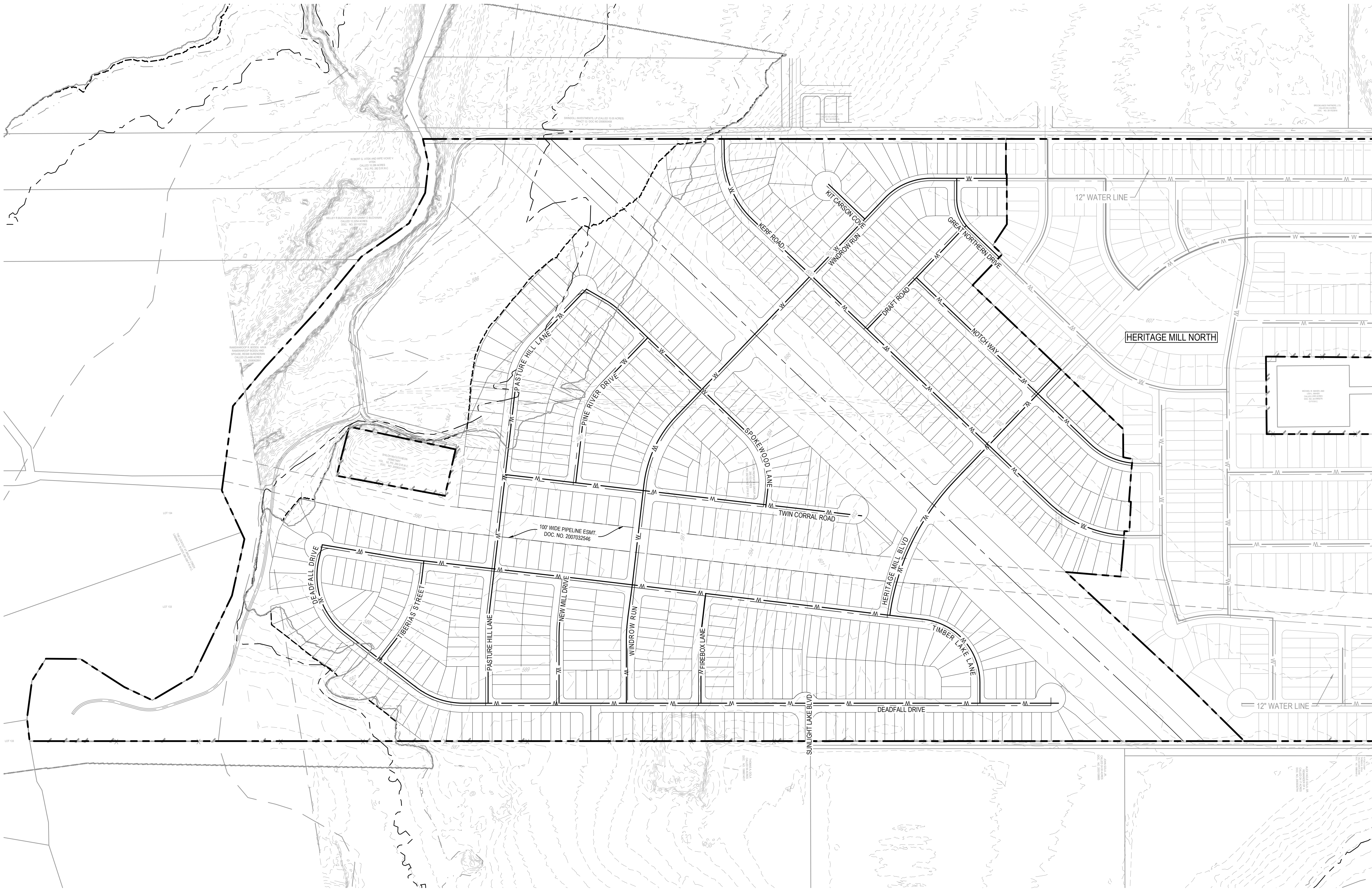
Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK GG LOT 15	50' FRONT	5809	
BLOCK GG LOT 16	50' FRONT	5807	
BLOCK GG LOT 17	50' FRONT	5804	
BLOCK GG LOT 18	50' FRONT	5802	
BLOCK GG LOT 19	50' FRONT	5800	
BLOCK GG LOT 20	50' FRONT	5798	
BLOCK GG LOT 21	50' FRONT	7479	
BLOCK II LOT 1	40' FRONT	5952	
BLOCK II LOT 2	40' FRONT	5883	
BLOCK II LOT 3	40' FRONT	6730	
BLOCK II LOT 4	40' FRONT	6954	
BLOCK II LOT 5	40' FRONT	7482	
BLOCK II LOT 6	40' FRONT	7263	
BLOCK II LOT 7	40' FRONT	6127	
BLOCK II LOT 8	40' FRONT	6247	
BLOCK II LOT 9	40' FRONT	6479	
BLOCK II LOT 10	40' FRONT	6162	
BLOCK II LOT 11	40' FRONT	6256	
BLOCK II LOT 12	40' FRONT	6350	
BLOCK II LOT 13	40' FRONT	6445	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK II LOT 14	40' FRONT	6539	
BLOCK II LOT 15	40' FRONT	6634	
BLOCK II LOT 16	40' FRONT	6728	
BLOCK II LOT 17	40' FRONT	6823	
BLOCK II LOT 18	GREENLINK	6570	
BLOCK II LOT 19	40' FRONT	5804	
BLOCK II LOT 20	40' FRONT	5988	
BLOCK II LOT 21	40' FRONT	5993	
BLOCK II LOT 22	40' FRONT	6087	
BLOCK II LOT 23	40' FRONT	6182	
BLOCK II LOT 24	40' FRONT	6276	
BLOCK II LOT 25	40' FRONT	6400	
BLOCK II LOT 26	40' FRONT	5583	
BLOCK II LOT 27	40' FRONT	4480	
BLOCK II LOT 28	40' FRONT	4480	
BLOCK II LOT 29	40' FRONT	4485	
BLOCK II LOT 30	40' FRONT	5181	
BLOCK II LOT 31	40' FRONT	4640	
BLOCK II LOT 32	40' FRONT	4640	
BLOCK II LOT 33	40' FRONT	4840	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK II LOT 34	40' FRONT	5752	
BLOCK II LOT 35	40' FRONT	8682	
BLOCK II LOT 36	40' FRONT	8588	
BLOCK II LOT 37	40' FRONT	8493	
BLOCK II LOT 38	40' FRONT	8399	
BLOCK II LOT 39	40' FRONT	8304	
BLOCK II LOT 40	40' FRONT	8210	
BLOCK II LOT 41	40' FRONT	7535	
BLOCK II LOT 42	40' FRONT	6041	
BLOCK II LOT 43	40' FRONT	6704	
BLOCK II LOT 44	40' FRONT	7535	
BLOCK II LOT 45	40' FRONT	5411	
BLOCK II LOT 46	40' FRONT	5139	
BLOCK II LOT 47	40' FRONT	5017	
BLOCK II LOT 48	40' FRONT	4944	
BLOCK II LOT 49	40' FRONT	4800	
BLOCK II LOT 50	40' FRONT	6416	
BLOCK II LOT 51	40' FRONT	5671	
BLOCK II LOT 52	40' FRONT	5602	
BLOCK II LOT 53	40' FRONT	5489	

Parcel Table			
BLOCK & LOT	LAND USE	AREA (SF)	
BLOCK II LOT 54	40' FRONT	8399	
BLOCK II LOT 55	40' FRONT	7292	
BLOCK II LOT 56	40' FRONT	7862	
BLOCK II LOT 57	GREENLINK	2623	
BLOCK II LOT 58	40' FRONT	7013	
BLOCK II LOT 59	40' FRONT	6443	
BLOCK II LOT 60	40' FRONT	5845	
BLOCK II LOT 61	40' FRONT	5411	
BLOCK II LOT 62	40' FRONT	5139	
BLOCK II LOT 63	40' FRONT	5017	
BLOCK II LOT 64	40' FRONT	4944	
BLOCK II LOT 65	40' FRONT	4800	
BLOCK II LOT 66	40' FRONT	4800	
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BLOCK II LOT 69	40' FRONT	4800	
BLOCK II LOT 70	40' FRONT	4800	
BLOCK II LOT 71	40' FRONT	4800	
BLOCK II LOT 72	40' FRONT	4800	
BLOCK II LOT 73	40' FRONT	4800	
BLOCK II LOT 74	40' FRONT	4800	
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BLOCK II LOT 267	40' FRONT	4800	
BLOCK II LOT 268	40' FRONT	4800	
BLOCK II LOT 269	40' FRONT	4800	
BLOCK II LOT 270	40' FRONT	4800	
BLOCK II LOT 271	40' FRONT	4800	
BLOCK II LOT 272	40' FRONT	4800	
BLOCK II LOT 273	40' FRONT		

HERITAGE MILL SOUTH SUBDIVISION



LEGEND

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

NOTE: ALL WATER LINES SHOWN TO BE 8" UNLESS OTHERWISE NOTED.

HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS
OVERALL WATER DISTRIBUTION PLAN

08/25/2023

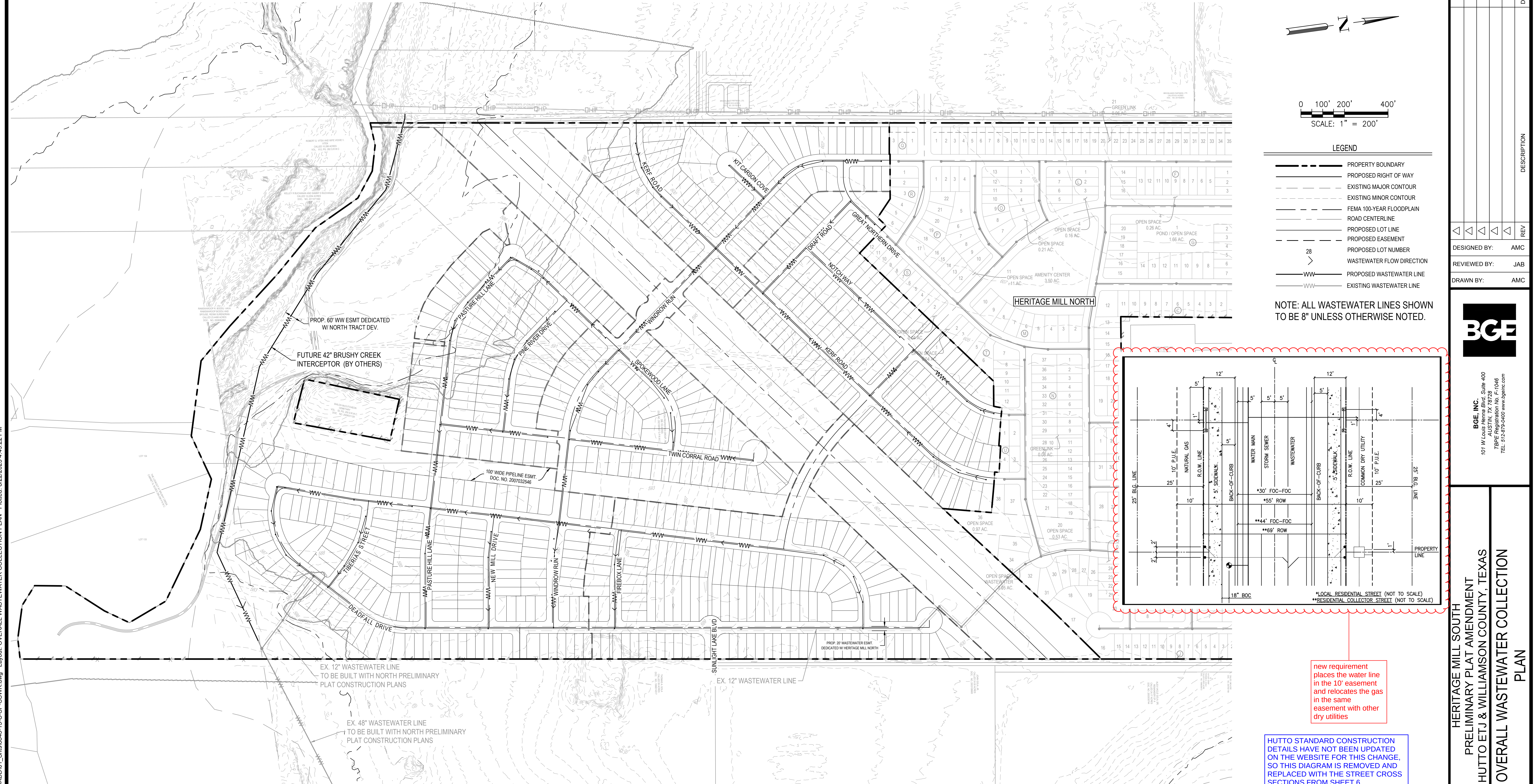
SHEET
7 OF 11

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

BGE, INC.
101 W. Louis Henna Blvd. Suite 400
AUSTIN, TX 78728
TYPE Registration No. F-1046
TEL 512.675.9460 www.bgeinc.com

DATE	REV	DESCRIPTION
APR		

HERITAGE MILL SOUTH SUBDIVISION



new requirement places the water line in the 10' easement and relocates the gas in the same easement with other dry utilities

HUTTO STANDARD CONSTRUCTION DETAILS HAVE NOT BEEN UPDATED ON THE WEBSITE FOR THIS CHANGE, SO THIS DIAGRAM IS REMOVED AND REPLACED WITH THE STREET CROSS SECTIONS FROM SHEET 6.



08/31/2023

DATE

APR

DESCRIPTION

REV

DESIGNED BY:

AMC

REVIEWED BY:

JAB

DRAWN BY:

AMC

BGE

BGE, INC.
101 W. Louis Harris Blvd. Suite 400
AUSTIN, TX 78728
TYPE Registration No. F-1046
TEL 512.979.9460 www.bgeinc.com

HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS
OVERALL WASTEWATER COLLECTION
PLAN

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
08/25/2023

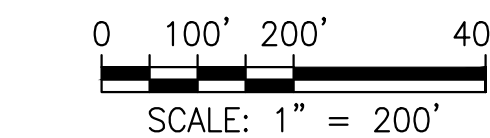
SHEET

8 OF 11

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HERITAGE MILL SOUTH SUBDIVISION



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	FEMA 100-YEAR FLOODPLAIN
	FEMA 500-YEAR FLOODPLAIN
	NOAA ATLAS 14 EXISTING FLOODPLAIN
	NOAA ATLAS 14 PROPOSED FLOODPLAIN
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED EASEMENT
28	PROPOSED LOT NUMBER
	EXISTING EASEMENT
	PROPOSED STORM LINE
	EXISTING STORM LINE
	PROPOSED CURB INLET
	PROPOSED HEADWALL
	PROPOSED MANHOLE
	STORM WATER FLOW DIRECTION

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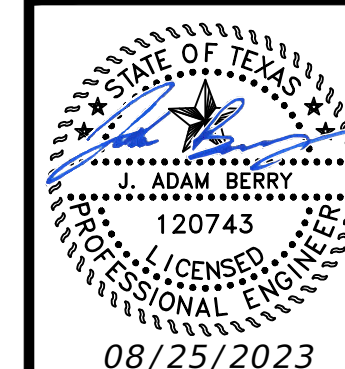
DESIGNED BY:	AM
REVIEWED BY:	JA
DRAWN BY:	AM



BGE, INC.
 401 W Louis Henna Blvd, Suite 400
 AUSTIN, TX 78728
 TBPE Registration No. F-1046

HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON COUNTY, TEXAS

OVERALL DRAINAGE PLAN



SHEET
9 OF 11



**PRELIMINARY PLAT
FLOODPLAIN REPORT
FOR**

HERITAGE MILL SOUTH

PREPARED FOR:

BROHN HOMES

**PREPARED BY:
J. ADAM BERRY, P.E.**

**BGE, INC. TBPE FIRM#: F-1046
101 W. LOUIS HENNA BLVD SUITE #400 AUSTIN, TX, 78728**

OCTOBER 2023



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101 W. Louis Henna Blvd Suite #400 | Austin, Texas 78728 | 512-879-0400



TABLE OF CONTENTS

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2.0 EXISTING CONDITIONS.....	3
3.0 HYDROLOGY METHODOLOGY	3
4.0 FLOODPLAIN.....	4
5.0 SUMMARY AND CONCLUSION.....	5

ATTACHMENTS

- EXHIBIT 1 – LOCATION MAP
- EXHIBIT 2 – WCID HEC-HMS LOCATION MAP
- EXHIBIT 3 –EXISTING AND PROPOSED FLOODPLAIN
- EXHIBIT 4 – COMPENSATORY CUT-FILL MAP
- EXHIBIT 5 – MODIFIED WCID HEC-HMS MODEL (IMAGES)
- EXHIBIT 6 – HEC-RAS MODEL (ELECTRONIC)



1.0 INTRODUCTION

This report has been prepared on behalf of Brohn Homes as part of the Heritage Mill South Preliminary Plat submittal to map the existing and proposed NOAA Atlas 14 floodplain for Brushy Creek. The project site is located south of FM 1660 and east of CR 163 in City of Hutto ETJ and Williamson County, Texas (see EXHIBIT 1 – LOCATION MAP). The proposed project site is anticipated to be developed as a single-family site from existing agricultural land. Heritage Mill South drains to Brushy Creek. A drainage study in accordance with City of Hutto drainage criteria is provided separately. A portion of the project site is within the 100-year and 500-year floodplain according to FEMA panel #48491C0520F effective date Dec 20, 2019 and #48491C0675F effective date Dec 20, 2019.

2.0 EXISTING CONDITIONS

2.1 EXISTING TOPOGRAPHY

Heritage Mill South drains to Brushy Creek. Baseline LiDAR dated 2017 obtained from TNRIIS was used to establish general 2 ft LiDAR contours for the project site, Brushy Creek, and surrounding areas.

2.2 EXISTING LAND USE

Existing land use was determined by a site inspection and Phase 1 Environmental Site Assessment (ESA) performed by BGE, Inc. in 2020. The site is actively used for farming and there are no building improvements in Heritage Mill South. The Shiloh McCutcheon Cemetery is not a part of the subject property. Aerial photography by Nearmap dated 2023 and Autodesk Civil 3D geolocation imagery were used to determine existing conditions for Brushy Creek and its surrounding floodplain areas.

3.0 HYDROLOGY METHODOLOGY

3.1 GENERAL DESIGN STANDARDS

This floodplain study was performed in conformance with City of Hutto standards. Autodesk Civil 3D 2022 was used for all drafting, HEC-HMS Version 3.5 was used for hydrologic calculations, and HEC-RAS Version 5.0.3 was used for hydraulic calculations and floodplain mapping.

A 24-hour frequency design storm with Atlas 14 storm data was used in accordance with WCSR Exhibit 2. The HMS time step was 5 minutes in accordance with City of Round Rock RAIN Section 3.2.

3.2 PRECIPITATION DATA

Precipitation data is from City of Round Rock RAIN Table 1. This data is shown below in Table 1.

Table 1 DEPTH-DURATION-FREQUENCY-VALUES
BRUSHY CREEK ZONE

DURATION	100-YR
5 MIN	1.18
15 MIN	2.35
1 HR	4.35
2 HR	5.87
3 HR	6.91
6 HR	8.62
12 HR	10.1
24 HR	11.5

3.3 HEC-HMS MODEL

A HEC-HMS model, provided by the Upper Brushy Creek WCID, was used to model the Brushy Creek watershed and determine the flow through Heritage Mill South. The WCID model was modified to run a 24-hour Atlas 14 frequency storm in accordance with City of Round Rock RAIn Table 1.

The flow at Heritage Mill South for this floodplain analysis was determined by the downstream junction point J_BRC_650_D22_020 (see EXHIBIT 2 – WCID HEC-HMS LOCATION MAP). The flow from J-BRC_650_D22_020 was then applied upstream at J_BRC_630_620 in HEC-RAS for a conservative model of flow through the site. Table 2 shows the flow data obtained from the modified WCID HEC-HMS model for existing and proposed conditions. EXHIBIT 2 – WCID HEC-HMS LOCATION MAP shows the location of Heritage Mill South relative to the watershed boundaries in the WCID model.

Table 2 ATLAS 14 FLOW

CONDITION	JUNCTION NAME	100-YR (CFS)
EXISTING	J_BRC_650_D22_020	81,361.8
PROPOSED	J_BRC_650_D22_020	81,213.4

4.0 FLOODPLAIN

4.1 EXISTING FEMA FLOODPLAIN

A portion of the site lies within the existing effective 100-year and 500-year floodplain according to FEMA panel # 48491C0520F effective date Dec 20, 2019 and #48491C0675F effective date Dec 20, 2019. This floodplain is based on a study revised in 2019 and does not use Atlas 14 rainfall data.

As part of the floodplain study on this project, the existing floodplain was re-modeled utilizing Atlas 14 rainfall data. This Atlas 14 existing floodplain was used as a baseline for the floodplain reclamation portion of the development.



4.2 FLOODPLAIN RECLAMATION

Because portions of this project lie within the existing 100-year Atlas 14 floodplain, additional volume will be excavated within the overbank area of Brushy Creek. As volume is excavated out of the overbank area, fill will be placed inside the edges of the residential lots to remove them from the existing 100-year Atlas 14 floodplain.

There are no proposed major routing changes to the creek. The area affected by reclamation is shown in EXHIBIT 4 – COMPENSATORY CUT-FILL MAP.

4.3 FLOODPLAIN MODEL

A floodplain model was developed using HEC-RAS and the modified WCID HEC-HMS model. Existing topography was obtained using 2017 LiDAR information from TNRRIS.

The existing topography and cross sections along Brushy Creek were exported from Civil3D into HEC-RAS to create the existing terrain and stream reach in HEC-RAS. The 100-year Atlas 14 flow from the modified WCID HEC-HMS model was input into HEC-RAS for a steady state hydraulic analysis to generate the existing Atlas 14 floodplain.

Proposed grading was performed in AutoCAD Civil 3D and imported into HEC-RAS to create the proposed terrain. Cross sections of Brushy Creek with the proposed surface were imported into HEC-RAS to create the stream reach model. The 100-year Atlas 14 flow from the modified WCID HEC-HMS model was input into HEC-RAS for a steady state hydraulic analysis to generate the proposed Atlas 14 floodplain. The HEC-RAS model and grading design were then iterated to determine the volume of excavation necessary to offset the fill while not raising the proposed Atlas 14 floodplain elevation above the existing Atlas 14 floodplain elevation (EXHIBIT 3 – EXISTING AND PROPOSED FLOODPLAIN).

5.0 SUMMARY AND CONCLUSION

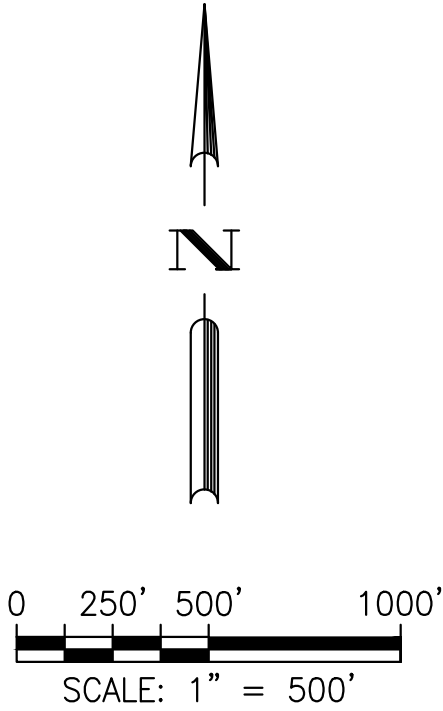
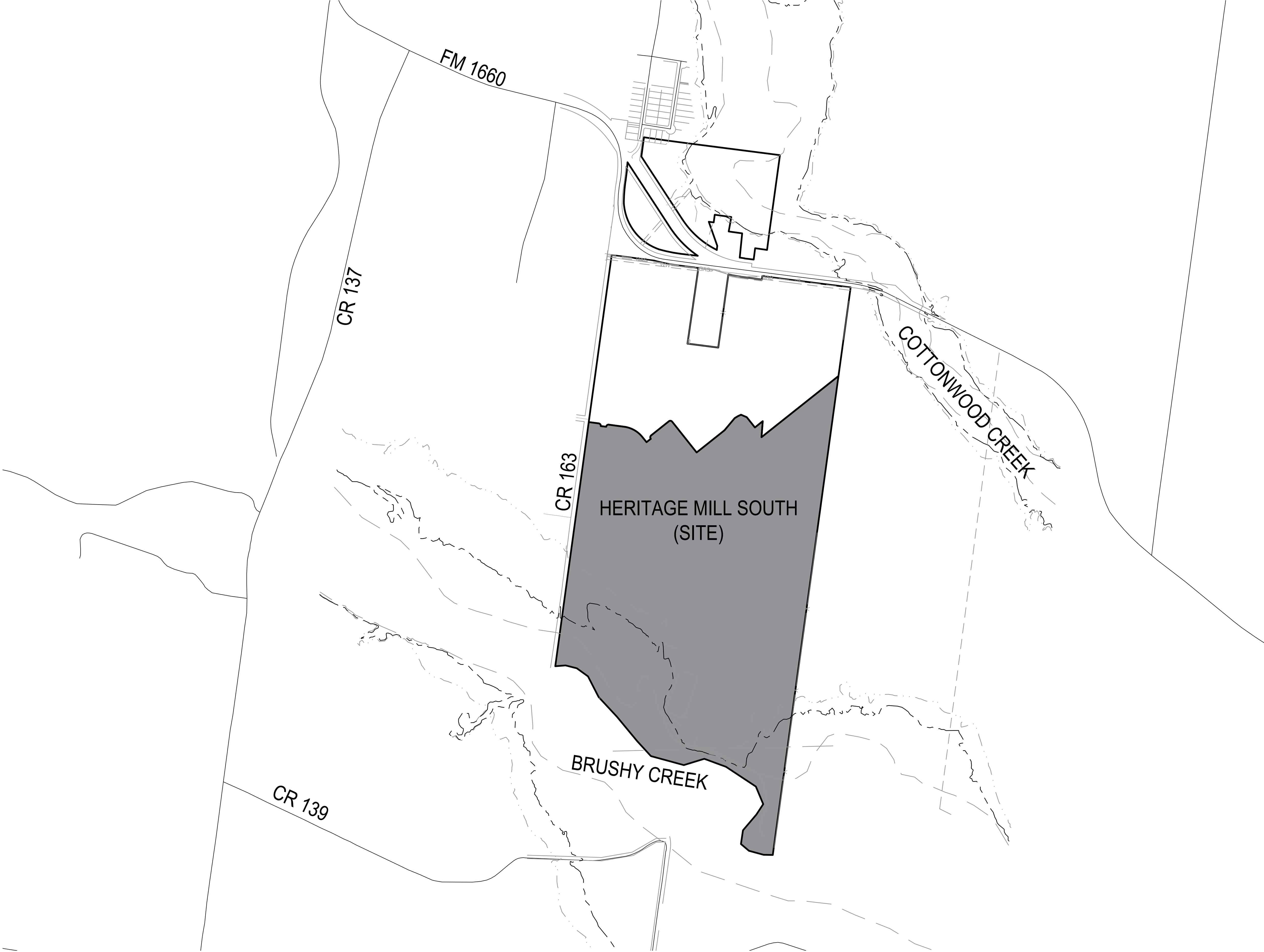
The floodplain study contained within this report demonstrates compliance with all City of Hutto requirements. The proposed floodplain modifications do not raise the existing Atlas 14 floodplain and removes all residential lots from the 100-year Atlas 14 floodplain. A Refined Drainage Study will be provided with the subdivision construction plans for phases impacted by the 100-year and 500-year FEMA floodplain. A CLOMR/LOMR will be submitted to Williamson County and FEMA to remove any lots currently planned within the FEMA 100-year floodplain.



EXHIBIT 1 – LOCATION MAP

HERITAGE MILL SOUTH

LOCATION MAP
OCTOBER 2023



BGE, INC.
101 W Louis Herma Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com



EXHIBIT 2 – WCID HEC-HMS LOCATION MAP

HERITAGE MILL SOUTH
WCID HEC-HMS LOCATION MAP
OCTOBER 2023

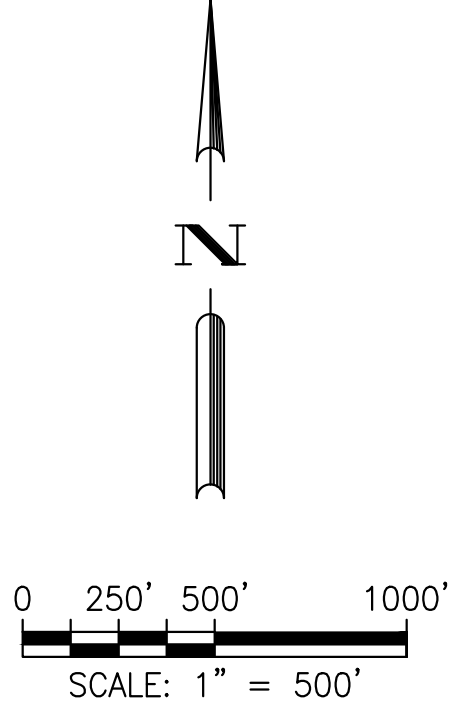
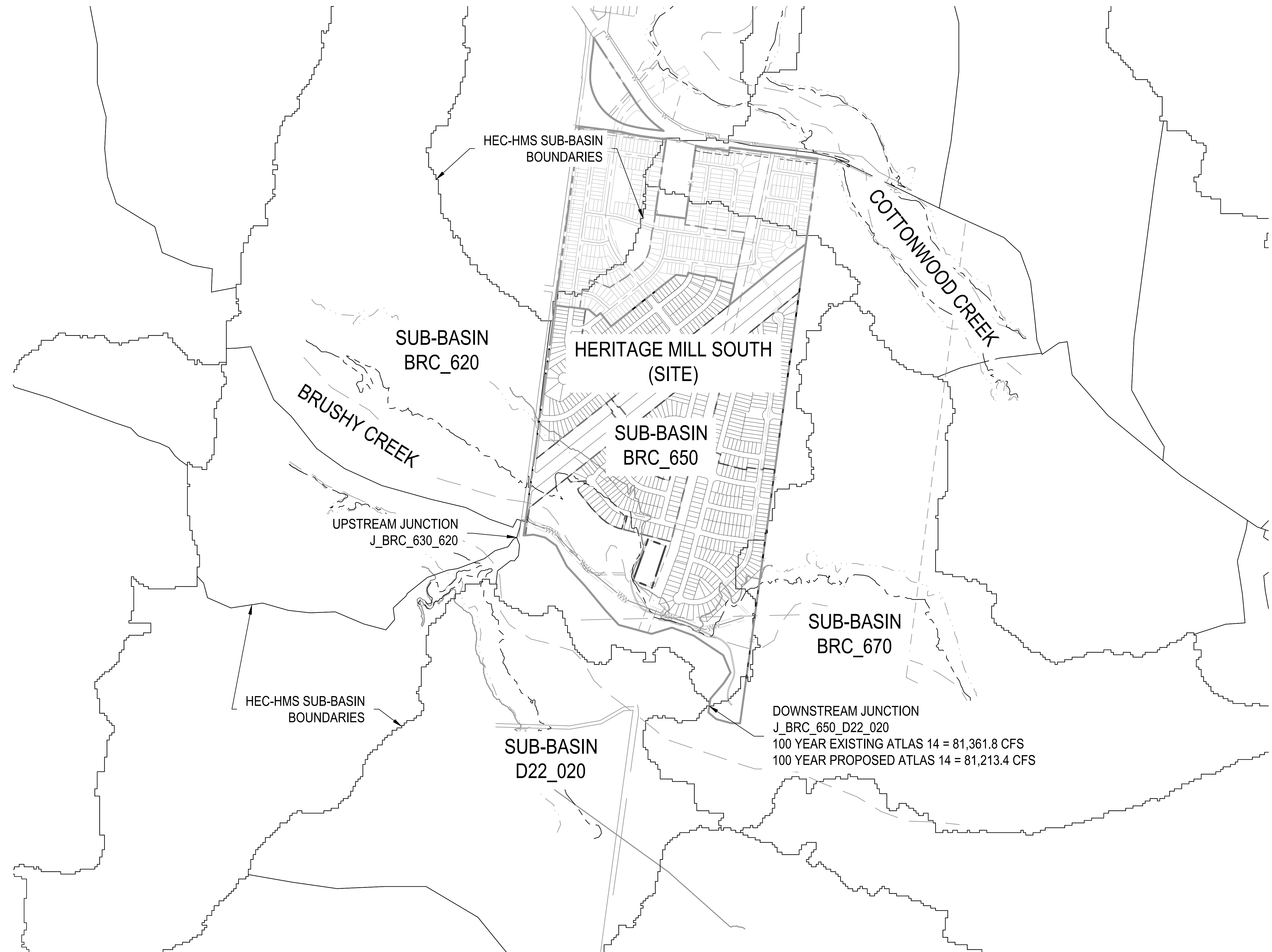
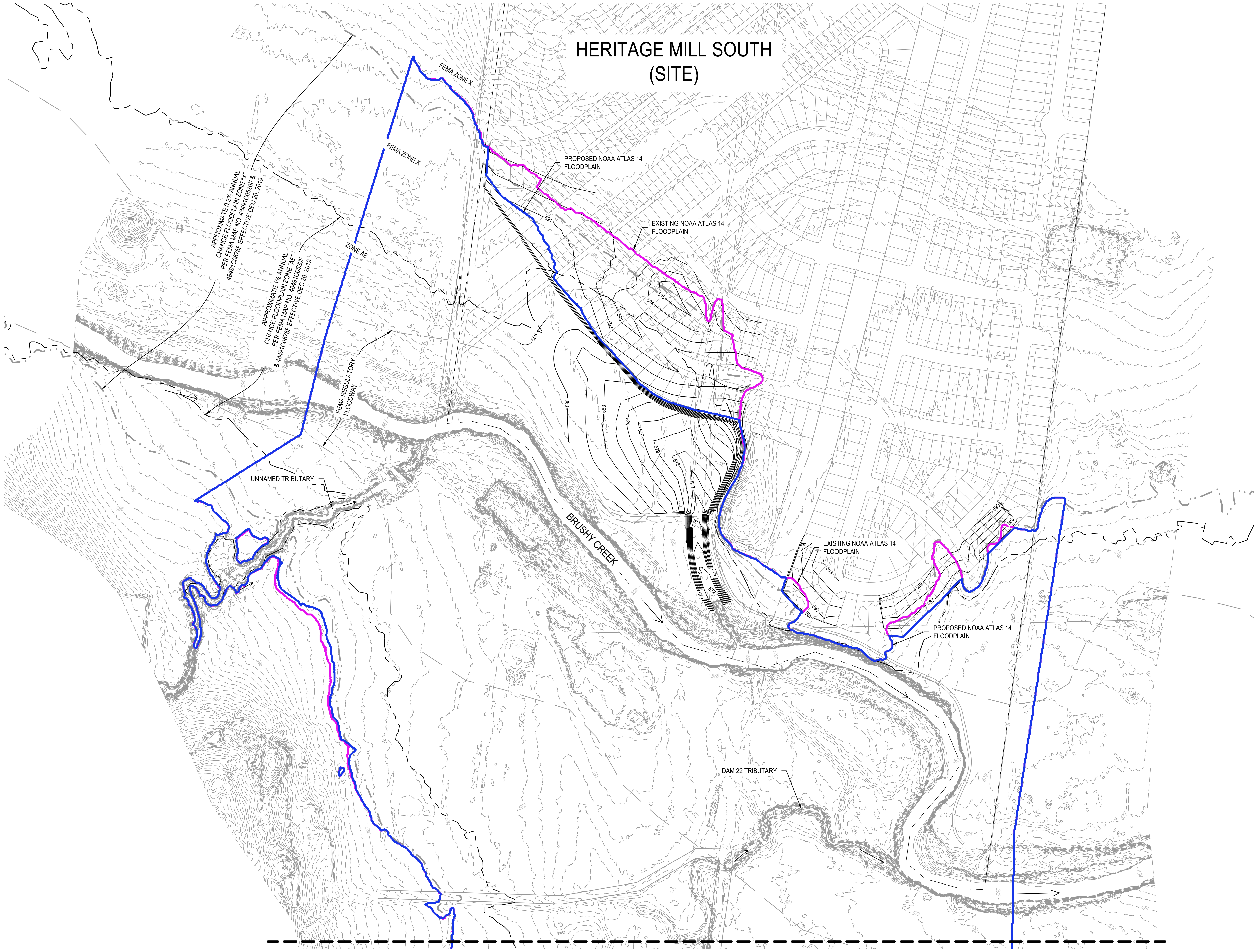


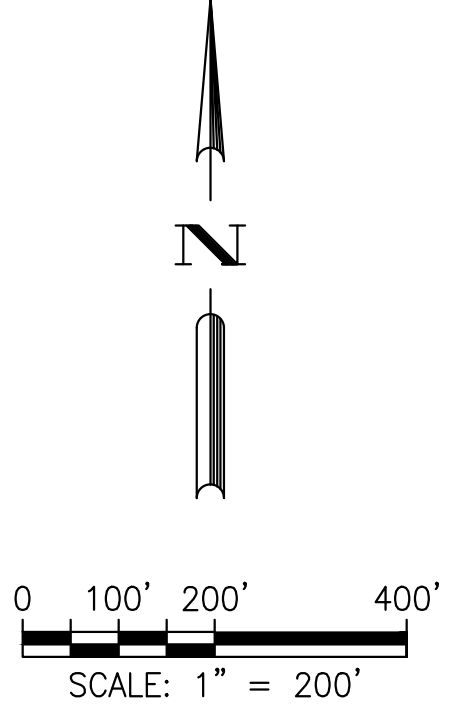


EXHIBIT 3 – EXISTING AND PROPOSED FLOODPLAIN

HERITAGE MILL SOUTH
EXISTING AND PROPOSED FLOODPLAIN
OCTOBER 2023



- LEGEND
- NOAA ATLAS 14 EXISTING FLOODPLAIN, PER STUDY BY BGE, INC. DATED OCTOBER 2023
 - NOAA ATLAS 14 PROPOSED FLOODPLAIN, PER STUDY BY BGE, INC. DATED OCTOBER 2023
 - FEMA REGULATORY FLOODWAY
 - APPROXIMATE 0.2% ANNUAL CHANCE FLOODPLAIN ZONE "X" PER FEMA MAP NO. 48491C0520F EFFECTIVE DEC 20, 2019
 - APPROXIMATE 1% ANNUAL CHANCE FLOODPLAIN ZONE "AE" PER FEMA MAP NO. 48491C0520F EFFECTIVE DEC 20, 2019



BGE, INC.
101 W Louis Herma Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

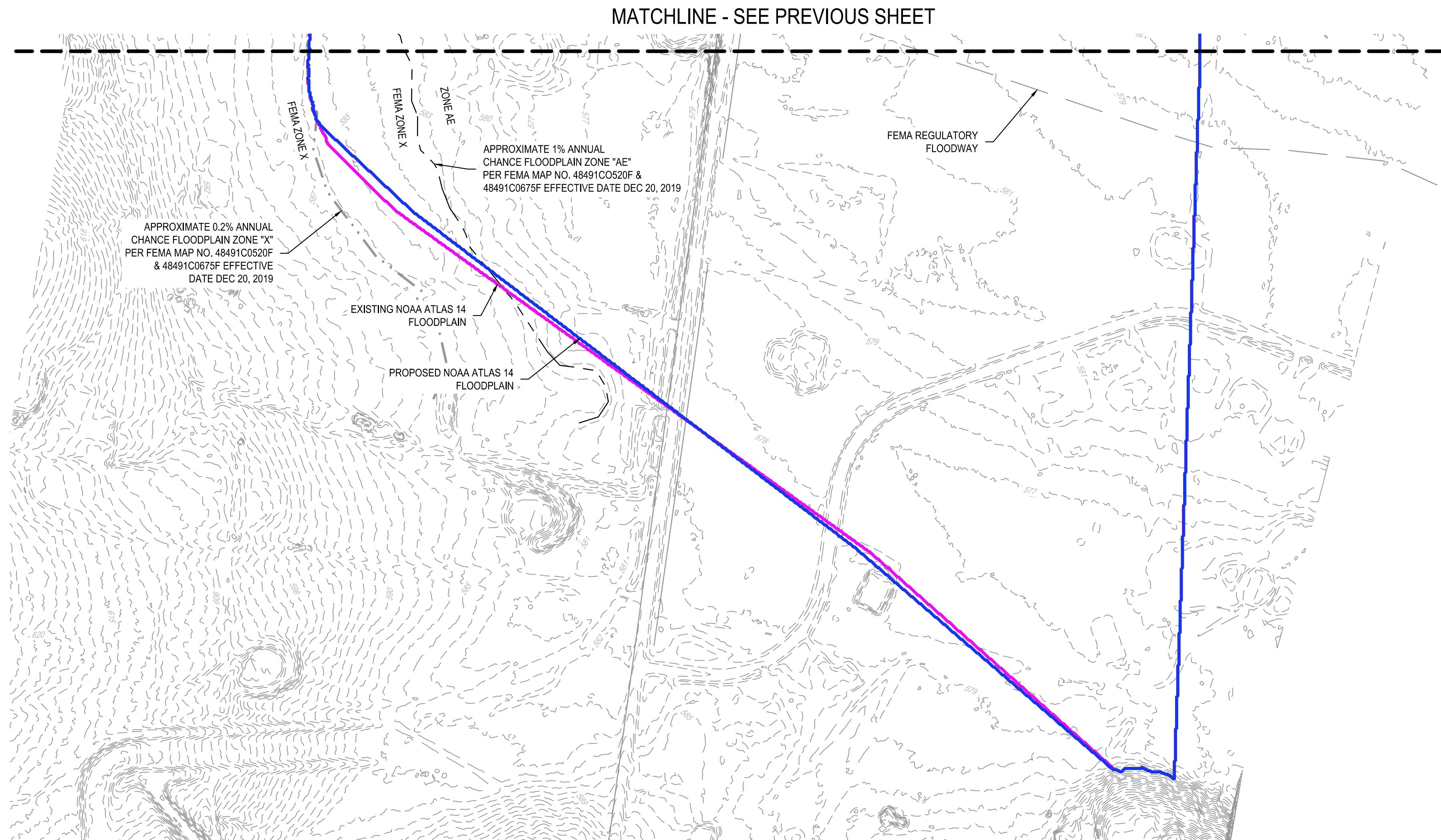
MATCHLINE - SEE NEXT SHEET

G:\TX\Projects\Brown_Homes\18843-00-Heritage_Mill\03_Deliverables\03_Reports\2023-03-22 Heritage Mill South Floodplain Report\CAD EXHIBITS\EXISTING AND PROPOSED FLOODPLAIN.dwg Layout: SHEET 1 Plotted: 4/20/2023 1:12:13 PM By: AUDELHOFEN

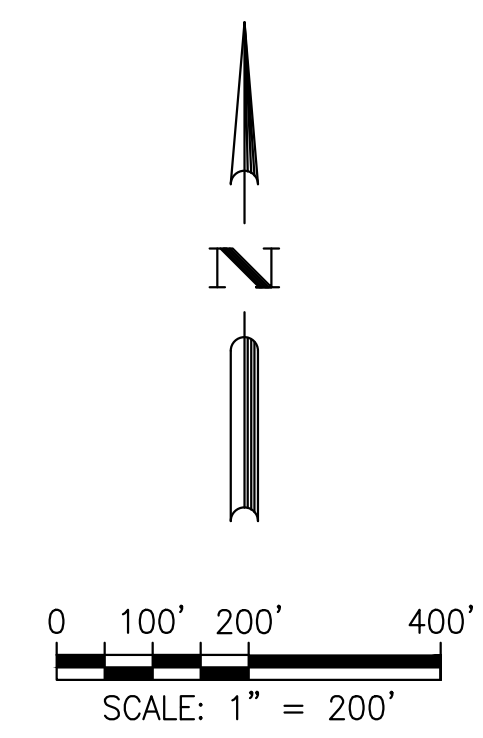
HERITAGE MILL SOUTH

EXISTING AND PROPOSED FLOODPLAIN

OCTOBER 2023



LEGEND	
	NOAA ATLAS 14 EXISTING FLOODPLAIN, PER STUDY BY BGE, INC. DATED OCTOBER 2023
	NOAA ATLAS 14 PROPOSED FLOODPLAIN, PER STUDY BY BGE, INC. DATED OCTOBER 2023
	FEMA REGULATORY FLOODWAY
	APPROXIMATE 0.2% ANNUAL CHANCE FLOODPLAIN ZONE "X" PER FEMA MAP NO. 48491C0520F EFFECTIVE DEC 20, 2019
	APPROXIMATE 1% ANNUAL CHANCE FLOODPLAIN ZONE "AE" PER FEMA MAP NO. 48491C0520F EFFECTIVE DEC 20, 2019



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101 W Louis Herma Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

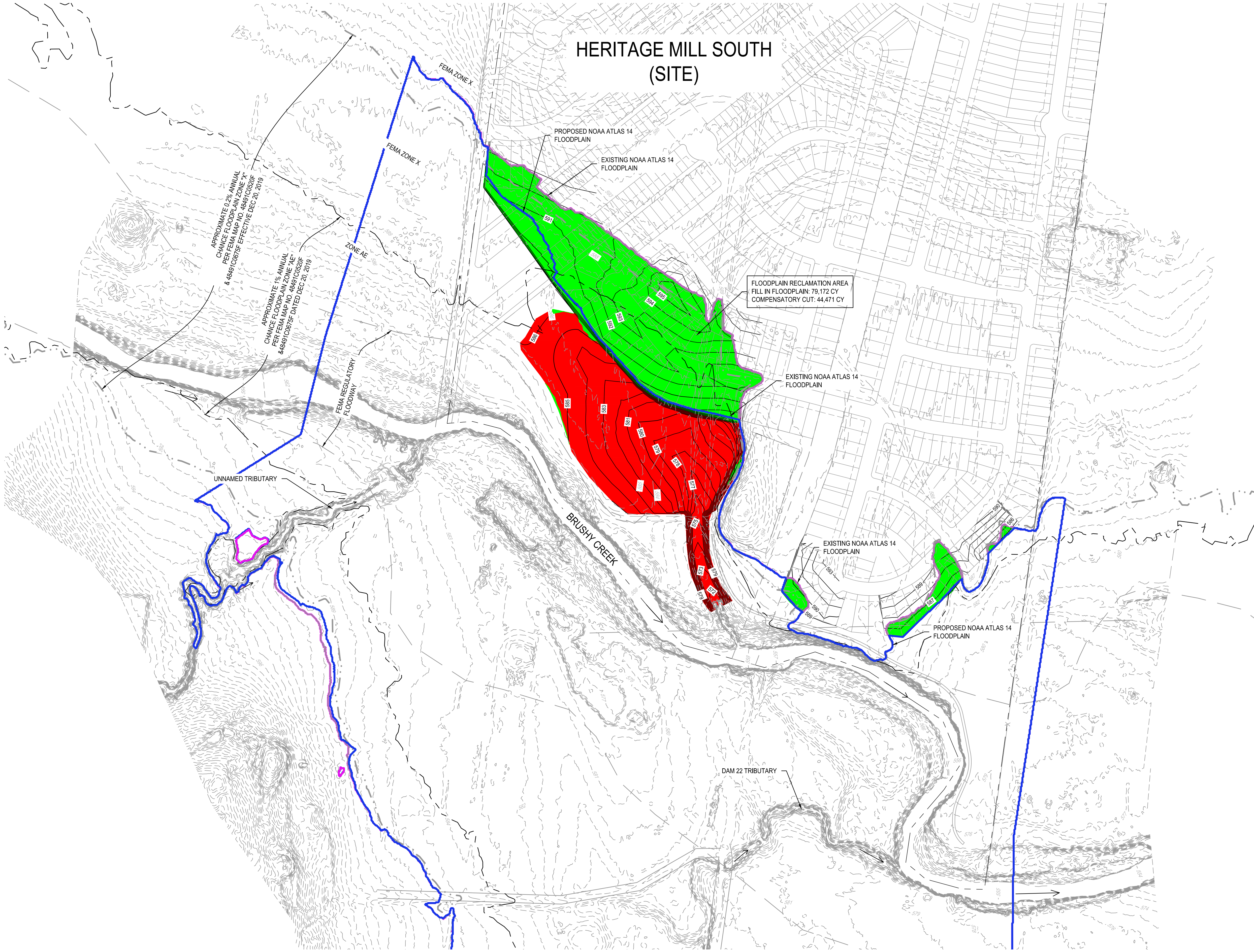
G:\TXC\Projects\Brown_Homes\18843-00-Heritage_Mill\03_Deliverables\03_Reports\2023-03-22 Heritage Mill South Floodplain Report\CAD EXHIBITS\EXISTING AND PROPOSED FLOODPLAIN.dwg Layout: SHEET 2 Plotted: 4/20/2023 1:12:28 PM By: AUDELHOFEN



EXHIBIT 4 – COMPENSATORY CUT-FILL MAP

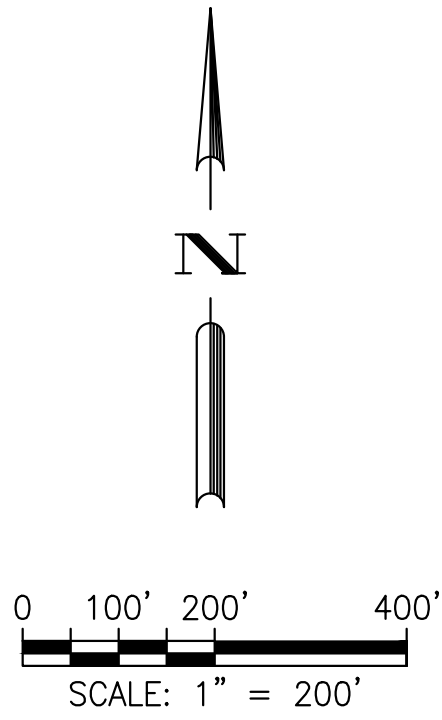
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HERITAGE MILL SOUTH
COMPENSATORY CUT-FILL MAP
OCTOBER 2023



LEGEND

- NOAA ATLAS 14 EXISTING FLOODPLAIN, PER STUDY BY BGE, INC. DATED OCTOBER 2023
- NOAA ATLAS 14 PROPOSED FLOODPLAIN, PER STUDY BY BGE, INC. DATED OCTOBER 2023
- FEMA REGULATORY FLOODWAY
- APPROXIMATE 0.2% ANNUAL CHANCE FLOODPLAIN ZONE "X" PER FEMA MAP NO. 48491C0520F EFFECTIVE DEC 20, 2019
- APPROXIMATE 1% ANNUAL CHANCE FLOODPLAIN ZONE "AE" PER FEMA MAP NO. 48491C0520F EFFECTIVE DEC 20, 2019
- AREA IN FILL
- AREA IN CUT



BGE

BGE, INC.
101 W. Louis Herma Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

EXHIBIT 5 – MODIFIED WCID HEC-HMS MODEL (IMAGES)

The modified Upper Brushy Creek WCID model is in HEC-HMS version 3.5 and cannot be converted to HEC-HMS version 4.1. Therefore, images of the model and data inputs are provided at City of Hutto's request:

Image 1: EBRC 650 and J BRC 650 D22 020 Locations (Existing)

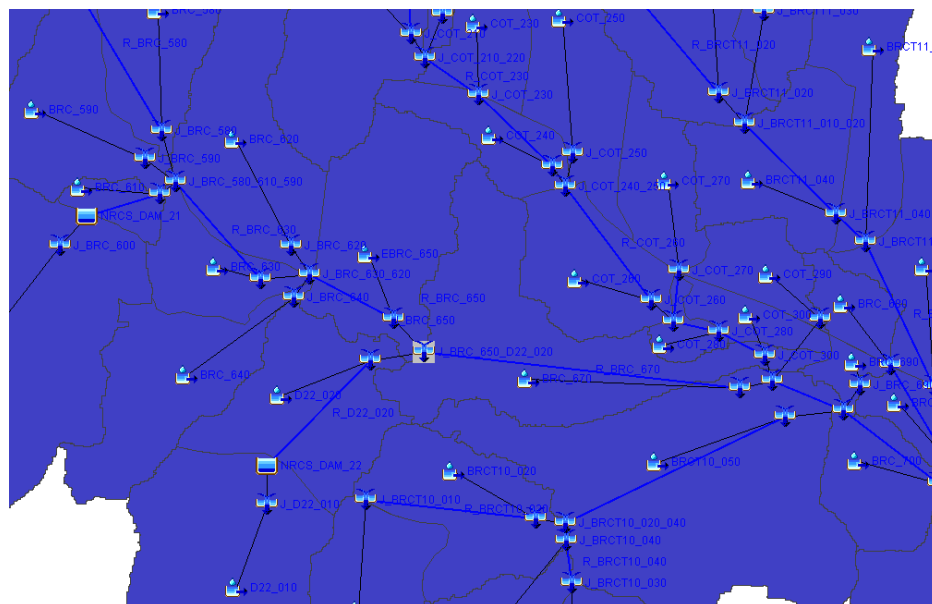


Image 2: Atlas 14 100-YR Frequency Storm Inputs

Met Name: Atlas 14 100-YR	
Probability:	1 Percent
Input Type:	Partial Duration
Output Type:	Annual Duration
Intensity Duration:	5 Minutes
Storm Duration:	1 Day
Intensity Position:	50 Percent
Storm Area (MI2)	
*5 Minutes (IN)	1.1800
*15 Minutes (IN)	2.3500
*1 Hour (IN)	4.3500
*2 Hours (IN)	5.8700
*3 Hours (IN)	6.9100
*6 Hours (IN)	8.6200
*12 Hours (IN)	10.100
*1 day (IN)	11.500
2 Days (IN)	
4 Days (IN)	
7 Days (IN)	
10 Days (IN)	

Image 3: Control Specifications

Control Specifications

Name: 1 Day Run

Description:

*Start Date (ddMMYYYY): 01Jan2000

*Start Time (HH:mm): 00:00

*End Date (ddMMYYYY): 02Jan2000

*End Time (HH:mm): 00:00

Time Interval: 5 Minutes

Images 4-7: EBRC_650 Data Inputs (Existing)

Basin Name: UBC_Existing_All_Dams
Element Name: EBRC_650

Description:

Downstream: J_BRC_650

*Area (MI2): 0.4167

Canopy Method: --None--

Surface Method: --None--

Loss Method: SCS Curve Number

Transform Method: SCS Unit Hydrograph

Baseflow Method: --None--

Basin Name: UBC_Existing_All_Dams
Element Name: EBRC_650

Initial Abstraction (IN):

*Curve Number: 61

*Impervious (%): 0.7

Basin Name: UBC_Existing_All_Dams
Element Name: EBRC_650

Graph Type: Standard

*Lag Time (MIN): 55.0

Basin Name: UBC_Existing_All_Dams
Element Name: EBRC_650

Observed Flow: --None--

Observed Stage: --None--

Observed SWE: --None--

Elev-Discharge: --None--

Ref Flow (CFS):

Ref Label:

Image 8: J_BRC_650_D22_020 NOAA Atlas 14 Flow Results (Existing)

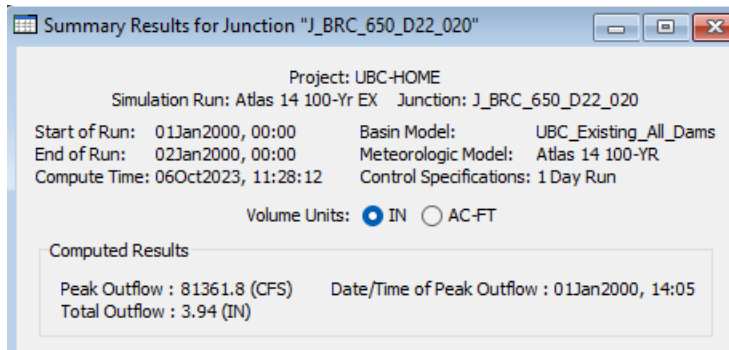
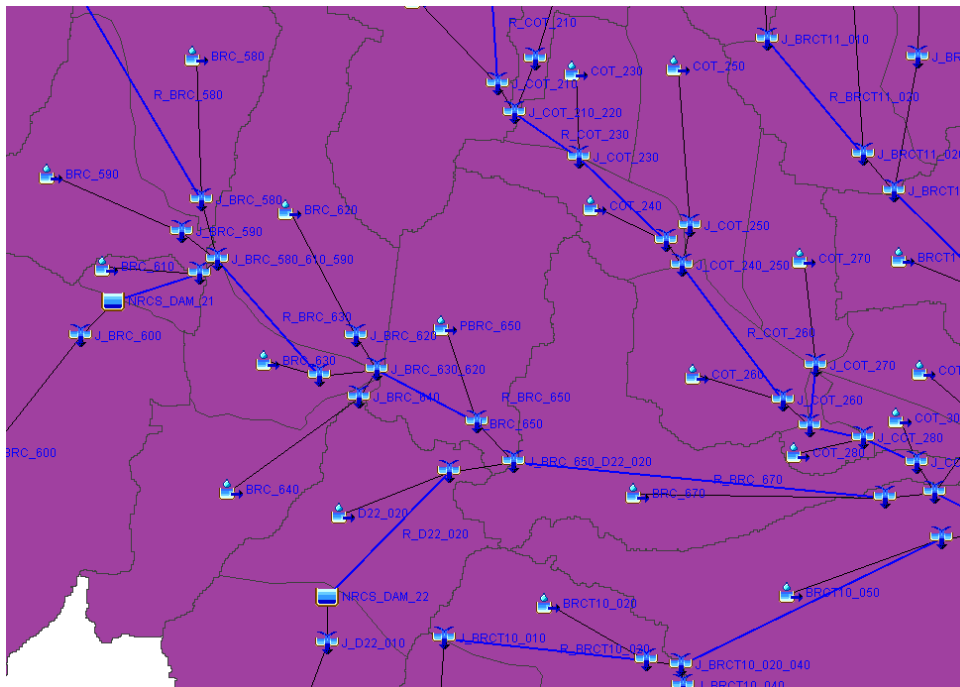


Image 9: PBRC_650 and J_BRC_650_D22_020 Locations (Proposed)



Images 10-13: PBRC_650 Data Inputs (Proposed)

Basin Name: UBC_Proposed_All_Dams
Element Name: PBRC_650

Description:

Downstream: J_BRC_650

*Area (MI2): 0.4219

Canopy Method: --None--

Surface Method: --None--

Loss Method: SCS Curve Number

Transform Method: SCS Unit Hydrograph

Baseflow Method: --None--

Basin Name: UBC_Proposed_All_Dams	
Element Name: PBRC_650	
Initial Abstraction (IN)	
*Curve Number:	61
*Impervious (%)	35.8

Basin Name: UBC_Proposed_All_Dams	
Element Name: PBRC_650	
Graph Type:	Standard
*Lag Time (MIN)	20.33

Basin Name: UBC_Proposed_All_Dams	
Element Name: PBRC_650	
Observed Flow:	--None--
Observed Stage:	--None--
Observed SWE:	--None--
Elev-Discharge:	--None--
Ref Flow (CFS)	
Ref Label:	

Image 14: J_BRC_650_D22_020 NOAA Atlas 14 Flow Results (Proposed)

Summary Results for Junction "J_BRC_650_D22_020"	
Project: UBC-HOME	
Simulation Run: ATLAS 14 100-Yr PR Junction: J_BRC_650_D22_020	
Start of Run: 01Jan2000, 00:00	Basin Model: UBC_Proposed_All_Dams
End of Run: 02Jan2000, 00:00	Meteorologic Model: Atlas 14 100-YR
Compute Time: 06Oct2023, 11:36:27	Control Specifications: 1 Day Run
Volume Units: ☒ IN ☐ AC-FT	
Computed Results	
Peak Outflow : 81213.4 (CFS)	Date/Time of Peak Outflow : 01Jan2000, 14:05
Total Outflow : 3.95 (IN)	



EXHIBIT 6 – HEC-RAS MODEL (ELECTRONIC)

Hydrologic Analysis Technical Support Data Notebook

Upper Brushy Creek Watershed

Mapping Activity Statement No. 8
July 31, 2015



Federal Emergency Management Agency
Department of Homeland Security
723 South Interstate 35E, Suite 230
Denton, TX 76205

TECHNICAL SUPPORT DATA NOTEBOOK (TSDN)
for
Upper Brushy Creek Watershed

HYDROLOGIC ANALYSIS TSDN

SUBMITTED BY:

URS Corporation
9400 Amberglen Blvd
Austin, Texas 78729

DATE SUBMITTED: July 31, 2015

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	Deliverables Checklist
	Mapping Information Index
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Appendix E	Correspondence and Contacts
Appendix F	CD/DVD with All Applicable Data

ACRONYMS AND ABBREVIATIONS

AMC	Antecedent Moisture Condition
CAPCOG	Capital Area Council of Governments
CN	Curve Number
DCS	Data Capture Standards
DEM	Digital Elevation Model
DFIRM	Digital Flood Insurance Rate Map
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
G&S	<i>Guidelines and Specifications for Flood Hazard Mapping Partners</i> , as amended
GIS	Geographic Information System
HEC	Hydrologic Engineering Center
HMS	Hydrologic Modeling System
LiDAR	Light Detection And Ranging
MIP	Mapping Information Platform
NAD 83	North American Datum 1983
NFIP	National Flood Insurance Program
NRCS	Natural Resources Conservation Service, formerly Soil Conservation Service (SCS)
QA/QC	Quality Assurance / Quality Control
RAMPP	Risk Assessment, Mapping, and Planning Partners
SIR	Scientific Investigations Report
SSURGO	Soil Survey Geographic Database
TSDN	Technical Support Data Notebook
TXDOT	Texas Department of Transportation
UBC	Upper Brushy Creek
USACE	U.S. Army Corps of Engineers
USDA	United States Department of Agriculture
USGS	United States Geological Survey
WCID	Water Control and Improvement District

1.0 TASK SUMMARY

1.1 INTRODUCTION

The Upper Brushy Creek (UBC) Watershed lies within Williamson County, Texas and has a boundary that partially aligns with the boundary of the UBC Water Control and Improvement District (WCID). See Figure 1 in Appendix B for location of the UBC study area. The UBC WCID watershed boundary is a Hydrologic Unit Code (HUC) 12 watershed and is part of the larger San Gabriel HUC 8. URS was tasked, on behalf of the UBC WCID, to perform hydrologic computations for 19 flood sources within the UBC Watershed as part of a holistic watershed study.

The deliverables for this Technical Support Data Notebook (TSDN) include written certification that the hydrologic computations and analyses meet minimum Federal Emergency Management Agency (FEMA) standards and specifications. In cases where data do not meet the required standards and specifications, an explanation is included. Additionally, Digital Flood Insurance Rate Map (DFIRM) database-formatted data and the related metadata file have been uploaded to the Mapping Information Platform (MIP).

1.2 SCOPE

Hydrologic analyses within the UBC Watershed consisted of approximately 195 square miles of drainage area for the flooding source(s) identified in Table 1. Peak flood discharges for the 50-, 10-, 4-, 2-, 1- and 0.2-percent annual-chance events were calculated using the Hydrologic Engineering Center Hydrologic Modeling System (HEC-HMS) computer program. These flood discharges were the basis for subsequent hydraulic analyses. A map showing the study stream reaches is provided on Figure 1 in Appendix B.

Table 1 – Summary of Hydrologic Study

Study Area/Flooding Source	Method	Square Miles of New Hydrology
Blockhouse	HEC-HMS	9.98
Brushy Creek	HEC-HMS	51.38
Brushy Creek Trib 5	HEC-HMS	1.95
Brushy Creek Trib 6	HEC-HMS	0.87
Brushy Creek Trib 7	HEC-HMS	2.41
Brushy Creek Trib 8	HEC-HMS	1.45
Brushy Creek Trib 9	HEC-HMS	1.47
Chandler Branch	HEC-HMS	25.23
Cottonwood Creek	HEC-HMS	10.20
Dam 18	HEC-HMS	3.17
Dam 22	HEC-HMS	1.08
Dry Branch	HEC-HMS	5.58
Dry Fork	HEC-HMS	5.20

Study Area/Flooding Source	Method	Square Miles of New Hydrology
Lake Creek	HEC-HMS	28.35
McNutt Creek	HEC-HMS	12.56
Onion Branch	HEC-HMS	6.56
South Brushy	HEC-HMS	18.64
Spanish Oak	HEC-HMS	6.71
Zimmerman	HEC-HMS	2.21

Deliverables: In accordance with the FEMA *Guidelines and Specifications for Flood Hazard Mapping Partners* (G&S), URS shall make the following products available to FEMA by uploading the digital data to the MIP:

- Digital copies of all hydrologic modeling (input and output) files for the 50-, 10-, 4-, 2-, 1- and 0.2-percent annual-chance events;
- Digital Summary of Discharges tables presenting discharge data for the flooding sources for which hydrologic analyses were performed;
- Digital versions of draft text (complete hydrology section) for inclusion in the Flood Insurance Study (FIS) report update;
- Digital versions of all backup data used in the analysis including work maps;
- A Summary Report that describes and provides the results of all automated or manual quality assurance (QA)/quality control (QC) review steps taken during the preparation of the Flood Insurance Rate Map (FIRM) as outlined in the approved QA/QC Plan;
- For GIS-based modeling, deliverables shall include all input and output data and GIS data layers;
- A summary of the hydrologic analysis for each study area in Table 1, Summary of Hydrologic Analysis; and
- A metadata file complying with the National Flood Insurance Program (NFIP) Metadata Profile Specifications will accompany the uploaded digital data.

URS will provide the digital documents in an editable format. URS has formatted the Hydrology Database or Data Delivery consistent with the DCS – in the G&S of all return periods (see draft DCS language and coordinate with the Region regarding its appropriate use). Additionally, the TSDN format described in the Guidelines will be delivered in accordance with Section 2 – Technical and Administrative Support Data Submittal.

Where paper documentation is required by State Law for Professional Certifications, the paper will be submitted in addition to a scanned version of the paper for the digital record. URS will coordinate with the Regional and/or State representative to verify state reporting requirements.

1.3 BACKGROUND

1.3.1 Historic Flooding

The effective FIS, dated September 26, 2008, notes that there have been documented flooding events within the studied portions of the UBC Watershed in 1984 and 1986, and periodic rainfall events are known to cause flooding on roadways and in other low-lying areas of the county. More recently, the cities of Round Rock, Cedar Park, and Leander experienced heavy rainfalls as a result of Tropical Storm Hermine on September 7-8, 2010. Rainfall amounts between 10 and 15 inches in 24 hours were reported and resulted in local flooding and widespread road closures. Data collected after Tropical Storm Hermine were used in the calibration for the model (see Section 2.3). In the fall of 2013, Hutto experienced flooded roadways after the surrounding communities received over 10 inches of heavy rain.

1.3.1 Existing Hydrologic Studies

The previous hydrologic studies used to create the FIS for Williamson County, Texas, in 1991 studied the flood hazards for many of the streams included in this study. The NRCS TR-20 model was used to study the flooding sources using detailed methods, and portions of the study area were studied with approximate methods. This FIS was originally issued in 1991 and reissued in 1995, 1997, and 2008. The 2008 study included a redelineation of Zone AE floodplains; therefore, no new hydrology and hydraulic analyses were performed. Neither digital nor paper copies of the effective hydrologic models were available from the FEMA library.

Additional hydrologic studies were supplied by the UBC WCID, including analyses on several flood control dams within portions of the study watersheds. The City of Cedar Park provided a hydrologic study in 2002 for master drainage planning within the city's watersheds, and the City of Round Rock provided three hydrologic studies for development within the city within portions of the study watersheds. The Texas Department of Transportation (TxDOT) also provided a drainage report for the southern portion of the Rattan Creek Watershed. These studies were reviewed, but were not incorporated into the updated hydrologic analysis.

In 2012, portions of Williamson County within the UBC watershed were studied as part of a FIRM and FIS update, by Risk Assessment, Mapping, and Planning Partners (RAMPP). In the study, the discharges for the 10-, 2-, 1-, and 0.2-percent annual-chance flood events were determined for 13 specific flood sources within eight watersheds that lie within the southwestern portion of the county. These studies were reviewed, and portions were incorporated into the final hydrologic analysis.

2.0 METHODOLOGY

2.1 APPROACH

Per the G&S, Section C1.2.1, Sub-Section Choice of Methodology, the rainfall-runoff models are selected for estimating the peak discharges for this study. HEC-HMS Version 3.5 hydrologic modeling software, developed by the U.S. Army Corps of Engineers (USACE), was utilized in estimating peak discharges of the subbasins for the study streams.

2.2 MODEL AND COMPUTER TOOLS USED

HEC-HMS Version 3.5 was used for computation of the 50-, 10-, 4-, 2-, 1-, and 0.2-percent annual-chance discharge values. HEC-HMS is a FEMA-approved software. Table 2 provides the key for abbreviations used in the HEC-HMS model for each flooding source.

Table 2 – HEC-HMS Naming Convention

Naming Prefix	River System	Naming Prefix	River System
BLH	Block House Creek	HON	Honey Bear Creek
BLHT1	Block House Tributary 1	HONT1	Honey Bear Tributary 1
BLHT2	Block House Tributary 2	HONT2	Honey Bear Tributary 2
BLHT3	Block House Tributary 3	LAK	Lake Creek
BRC	Brushy Creek	LAKT1	Lake Creek Tributary 1
BRCT1	Brushy Tributary 1	LAKT2	Lake Creek Tributary 2
BRCT10	Brushy Tributary 10	LAKT3	Lake Creek Tributary 3
BRCT11	Brushy Tributary 11	LAKT4	Lake Creek Tributary 4
BRCT2	Brushy Tributary 2	LAKT5	Lake Creek Tributary 5
BRCT3	Brushy Tributary 3	LAKT6	Lake Creek Tributary 6
BRCT4	Brushy Tributary 4	MAC	Mason Creek
BRCT5	Brushy Tributary 5	MACT1	Mason Creek Tributary 1
BRCT8	Brushy Tributary 8	MCN	McNutt Creek
BRCT9	Brushy Tributary 9	MCNF	McNutt Fork
BUT	Buttercup Creek	MCNT1	McNutt Creek Tributary 1
CHB	Chandler Branch	MCNT2	McNutt Creek Tributary 2
CHBT1	Chandler Branch Tributary 1	MCNT3	McNutt Creek Tributary 3
CHBT2	Chandler Branch Tributary 2	NFBC	North Fork Brushy Creek
CHBT3	Chandler Branch	ONI	Onion Branch
CHBT4	Chandler Branch Tributary 4	ONIT1	Onion Branch Tributary 1
CHBT5	Chandler Branch Tributary 5	POC	Post Oak Creek
CLK	Cluck Creek	QRY	Quarry
CLKT1	Cluck Creek Tributary 1	RAT	Rattan Creek
COT	Cottonwood Creek (Tributary to Spanish Oak)	RATT1	Rattan Creek Tributary 1
CWC	Cottonwood Creek	RATT2	Rattan Creek Tributary 2
DAV	Davis Creek	SBR	South Brushy Creek
DAVT1	Davis Creek Tributary 1	SBRT1	South Brushy Tributary 1

Naming Prefix	River System
DRY	Dry Branch
DRYF	Dry Fork
DRYFT1	Dry Fork Tributary 1
DRYT1	Dry Branch Tributary 1
DYB	Dyer Branch

Naming Prefix	River System
SBRT2	South Brushy Tributary 2
SBRT3	South Brushy Tributary 3
SBRT4	South Brushy Tributary 4
SFBC	South Fork Brushy Creek
SPAO	Spanish Oak

2.3 PARAMETER COMPUTATION

Drainage Basin Area Delineation

Topographic data developed from 2006 Light Detection and Ranging (LiDAR) data were used to create a raster Digital Elevation Model (DEM). The DEM was used as the topographic data source in the Geospatial Hydrologic Modeling Extension (HEC-Geo HMS) tool within the ArcGIS software to initially delineate the watersheds. GeoHMS hydro-enforces the DEM and delineates watershed subbasins based on the user-defined maximum watershed area, set by URS at 1 square mile, and major tributary confluences. After the automatic basin delineation was performed, a manual review was performed on a subbasin-by-subbasin basis with input from the Technical Advisory Committee. Subbasins were delineated for all creeks with drainage areas greater than 1 square mile within the watershed boundaries.

The basin characteristics for each study stream are summarized in Appendix A, Table A-1. Maps showing the basin delineation and discharge calculation points can be found in Appendix B, on Figures 2 through 6 and 20 through 24.

Precipitation Data

Rainfall depths were derived using United States Geological Survey (USGS) Scientific Investigations Report (SIR) 2004-5041, Atlas of Depth Duration Frequency of Precipitation Annual Maxima for Texas. The USGS rainfall curves were digitized using ESRI ArcGIS, and a surface was created for the 1-day storm event for each return period. Two commonly used methods of modeling the rainfall depth-distribution relationship are: 1) the Natural Resources Conservation Service (NRCS) 24-hour regional distributions; and 2) a frequency storm based on statistical data derived for a specific area. The appropriate NRCS 24-hour distribution for the UBC Watershed is the Type III distribution. Consistent with the RAMPP models, the NRCS Type III distribution was used to model the rainfall in the UBC Watershed.

Statistical precipitation varies substantially across the watershed from west to east. The watershed is split into five separate HEC-HMS models, each with a constant statistical rainfall based on its relative location within the USGS rainfall surface.

Areal Reduction

Areal reduction was used for the main stem of Brushy Creek downstream of the confluence with Blockhouse Creek, per guidance provided in Technical Paper No. 40, Rainfall Frequency Atlas of the United States (USDC, 1961). Rainfall depths were reduced for each junction along Brushy Creek per Figure 15 in the paper, reproduced in this report as Figure 7. It was noted that the increase in rainfall due to progression through the USGS rainfall surface was nearly proportional to the increase in areal reduction due to increasing watershed size. Thus, a single precipitation value was applied to the Brushy Creek main stem model as well.

Rainfall depths for all hydrologic models can be found in Table A-2 in Appendix A.

Infiltration

Runoff is determined primarily by the amount of precipitation and the infiltration characteristics related to soil type, soil moisture, antecedent rainfall, cover type (land treatment), impervious surfaces, and surface retention. As part of the procedure to calculate total and peak runoff, the NRCS Curve Number Method classifies land use, condition, and soil type by a single parameter called the curve number (CN).

For the UBC Watershed, the pre-calibration model setup was made using an assumption of Antecedent Moisture Condition (AMC) II. URS and the Technical Advisory Committee determined the land use within the watershed of study streams using the new 2012 aerial imagery provided by the Capital Area Council of Governments (CAPCOG). Land areas were categorized into the land cover descriptions shown in Table 3. Figures 8 through 12 in Appendix B show the land use information used in hydrologic modeling of this study.

Table 3 – Runoff Curve Numbers

Description	A	B	C	D
Pasture - Fair	49	69	79	84
Pasture - Poor	68	79	86	89
Woods – Good	30	55	70	77
Woods Grass – Fair	43	65	76	82
Pasture-Grass Good	39	61	74	80
Water	100	100	100	100

Hydrologic soil groups were determined for each drainage area using the soil series for Williamson County available from the Soil Survey Geographic Database (SSURGO). A key code was available from SSURGO correlating soil type to a hydrologic soil group (A, B, C, D, or Water/Quarry, in increasing imperviousness). Figure 13 provides a soils map for the UBC Watershed.

Impervious Area

To determine impervious cover watershed-wide, a GIS layer was developed (on a 1-meter pixel level) of impervious surface from available multispectral imagery taken in July 2012, as shown on Figures 14 through 18. Percent impervious for each watershed was estimated directly from this layer and is shown for each subbasin in Table B-1.

Unit Hydrograph

The NRCS Unit Hydrograph was used as the method to transform rainfall excess to runoff. This method uses the lag time of the watershed as the primary input parameter. Lag times were calculated by determining the total time of concentration (T_c) of each subwatershed and multiplying the T_c by 0.6 to produce the lag. The T_c for each subwatershed was calculated using methods described in TR-55 (Urban Hydrology for Small Watersheds) and included velocity-based calculations of sheet flow, shallow concentrated flow, and channel flow to determine the overall travel time in the subwatershed. Sheet flow in every subbasin was assumed to have a flow length of 100 feet, before becoming shallow concentrated flow. In some watersheds, where flow paths were extremely long and where calculated velocities did not appear to be reasonable (typically 1 foot per second or less), the minimum flow velocity for that segment of the flow path was increased to a minimum of 2 feet per second.

The GeoHMS program was used to establish longest flow paths for each subwatershed. The results were then reviewed by the engineer and stakeholders and revised and smoothed as necessary to limit overland flow lengths and to review and revise overall flow path length and velocity calculations to ensure that the results better resembled actual conditions. Data supporting these calculations are included in Appendix A, Table A-3.

Initial Abstraction

The model default value of initial abstraction (a direct function of CN) was used in the study's HEC-HMS model. Calibration results indicate that it is a reasonable model for initial abstraction throughout most of the watershed. However, after performing hydraulic calibration, it was determined that the Lake Creek watershed default value for initial abstraction was not accurate. After multiple iterations, the initial abstraction was adjusted by adding 1 inch to the HEC-HMS default for the Lake Creek Watershed. See Table B1 in Appendix B for initial abstraction of all subbasins that differ from the model default value.

Channel Routing - Muskingum-Cunge Method

The Muskingum-Cunge Method of routing was selected for reach routing within the watershed. A representative eight-point cross-section was estimated for each

reach based on available survey data or cut directly from the terrain data. Manning's n values for channel, left bank, and right bank were estimated based on land use data and aerial imagery. Reach parameters can be found in Table A-4 in Appendix A.

Flood Control Structures

Structures of a size large enough to significantly affect peaks associated with the 1-percent annual-exceedance-probability floods were included in the hydrologic model. The UBC WCID operates 23 flood control dams originally designed by the NRCS within the study watershed. These dam locations are shown on Figure 19 in Appendix B. The effect of the dams and associated reservoirs was included in the hydrologic model using data provided by Freese and Nichols, a former consultant for UBC WCID. Survey data on several dams were obtained (where possible) and used to verify the information provided by Freese and Nichols.

Starting pool elevations for each of the studied dams were determined in several ways. Typically, the top of the principal spillway was used as the starting elevation. However, in some cases, additional openings in the riser structure were present, typically called “sediment ports,” which allow outflow prior to the principal spillway being engaged. Where these sediment ports were noted (Dams 3 and 11), the starting elevation was set at these elevations.

It should be noted that the UBC WCID dams impound the vast majority of upstream runoff and were typically still mostly full at the end of the hydrologic simulation period. From information provided by UBC WCID, it appears that the dams, when full, can take several days to drain completely to the normal pool elevation. Multiple storm events were not considered in this analysis, and the reservoirs were assumed to be able to utilize their full design capacity in the modeled event.

In addition to the UBC WCID dams, there are 28 development-related detention ponds and structures that exist within the studied watersheds that were incorporated into the hydrologic modeling, also shown on Figure 19. Information for these facilities was obtained either from the Technical Advisory Committee or from LiDAR and field measurements conducted by URS and Baker-Aiklen. Information on modeled dams is also provided in Table A-5 in Appendix A.

In addition to these local detention facilities, there are several quarry pits within the Lake Creek/Rattan Creek Watershed that have been used in the past as de facto detention ponds for upstream runoff. Several reports were provided or referenced that included an analysis of these pits and their effect on upstream runoff. Based on the information provided, the current condition of these pits has little effect on the 1-percent-annual-chance event within the watersheds, and the effects of the pits were therefore not included in the modeling. Even so, a detailed analysis was performed by URS on the quarries near Dams 10A and 10B,

as well as the quarry on the south side of Dam 9, and the results of these analyses were incorporated into the current hydrology.

Calibration

Extensive stage and rainfall data were collected at District dams throughout the watershed during two major storm events in the last decade (July 2007 and September 2010). The calibration of the HEC-HMS model to these events at multiple dams resulted in calibrated CN values that were consistent with TxDOT's *Hydraulic Design Manual* (2011) guidance. The TxDOT guidance, which recommends use of ARC II CNs reduced by a value that varies statewide, is in turn supported by local model calibrations dating back several decades. The reduction for this watershed is 15.

Lag time calibration included modifying the overland flow length from 100 to 400 feet with 100 feet providing the closest match to measured peak flow time data. Final lag times are provided in Appendix A, Table A-1.

2.4 DISCHARGE POINTS

Table A-6 in Appendix A lists all hydrologic junctions at which the 50-, 10-, 4-, 2-, 1-, and 0.2-percent annual-chance discharges were computed. The locations of discharge points are also included in Figures 20 through 24 in Appendix B.

3.0 RESULTS

3.1 SUMMARY OF DISCHARGES

Table A-7 in Appendix A lists all results of computed peak discharges at each junction-node location.

3.2 DISCHARGE COMPARISON WITH EFFECTIVE FIS

The hydrologic analysis results were compared with the effective discharges from the 2008 FIS, as shown on Figure 1. The comparison indicated a very good agreement between the calculated and effective flows.

Table 4 compares the hydrologic analysis results and the effective discharges numerically. Only discharges at select locations are listed in this table.

Figure 1 - Comparison of Computed and Effective Discharges

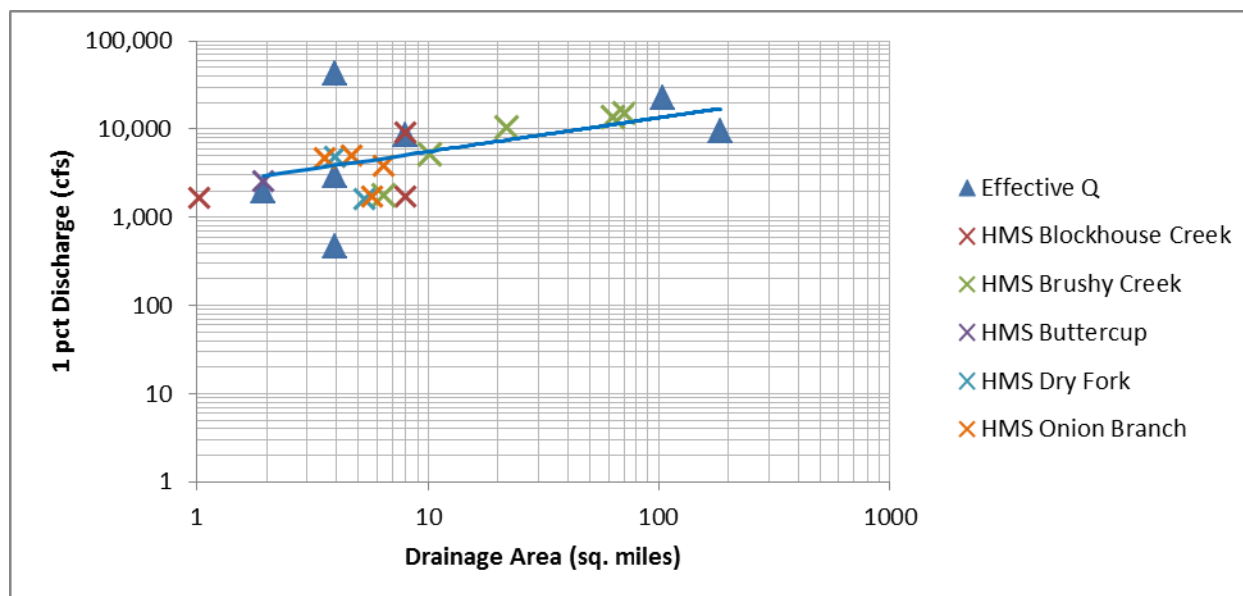


Table 4 – Discharge Comparison

Flooding Source and Location	Junction Per Figures 19-23	Junction Name per TM4 HECHMS Model (Feb, 2015)	Drainage Area (sq. mi) per Current FIS (TR20)	Drainage Area (sq. mi) per TM4 HECHMS Model (Feb, 2015)	1-Percent AEP Flood (cfs)		
					FEMA Preliminary (April, 2012)	Effective FIS (TR-20)	TM4 HEC-HMS Model (Feb, 2015)
BLOCK HOUSE CREEK1							
Downstream of SCS Site 3	90	NRCS_DAM_3	7.97	8.01	73	38	73
Upstream of SCS Site 3	89	J_B LH_130	7.97	8.01	10,847	8,688	9,940
At County Route 278	65	J_B LH_050	1.03	1.33	1,660	1,481	1,930
At U.S. Route 183	72	J_B LHT2_010	0.68	0.73		1,423	1,710
BRUSHY CREEK1							
At County Route 405	637	J_B RC_780_900	195.43	192.38		42,662	53,400
At FM 973	627	J_B RC_770	187.89	188.47		41,222	54,700
At County Route 129	623	J_B RC_700_ &_ BRCT11_070	184.33	186.91		42,426	55,500
At County Route 137	555	J_B RC_580_610_590	166.12	168.53		38,870	47,200
At State Route 685	532	J_B RC_520_550_BRCT7_050	160.56	163.56		37,214	46,200
At County Route 123	502	J_B RC_460_ &_ BRCT5_050	152.66	155.11		34,215	43,100
At County Route 122	445	J_B RC_430	137.11	138.90		30,084	38,000
At Confluence of Lake Creek	346	J_LAK_240_ &_ BRC_330	104.17	106.62		22,395	26,300

Flooding Source and Location	Junction Per Figures 19-23	Junction Name per TM4 HEC HMS Model (Feb, 2015)	Drainage Area (sq. mi) per Current FIS (TR20)	Drainage Area (sq. mi) per TM4 HEC HMS Model (Feb, 2015)	1-Percent AEP Flood (cfs)		
					FEMA Preliminary (April, 2012)	Effective FIS (TR-20)	TM4 HEC-HMS Model (Feb, 2015)
At North Mays Street	215	J_BRC_290	70.53	70.85		13,494	16,600
At Great Oaks Drive	196	J_BRC_250	62.51	62.01		11,632	14,500
At County Route 179	54	J_BRC_110_&_BRCT4_040	21.65	21.55		8,590	11,300
At FM 2243	18	J_NFBC_120_&_SFBC_050	10.17	10.09		2,913	5,400
At U.S. Route 183	11	J_NFBC_110	6.38	6.58		1,256	1,770
Downstream of SCS Site 1	9	NRCS_DAM_1	5.1	5.07		33	46
Upstream of SCS Site 1	8	J_NFBC_030_080_090	5.1	5.07		4,575	6,680
BRUSHY CREEK TRIBUTARY 8							
At Confl. With Brushy Creek	538	J_BRCT8_040	1.32	1.45	813		1,040
Downstream of SCS Site 20	536	NRCS_DAM_20	0.87	0.91	106		20
Upstream of SCS Site 20	535	J_BRCT8_020	0.87	0.91	2,023		1,590
BUTTERCUP CREEK1							
Downstream of SCS Site 6	155	NRCS_DAM_6	5.73	5.76	549	201	259
Upstream of SCS Site 6	154	J_BUT_090_120	5.73	5.76	8,480	5,176	7,850
At Cypress Creek Road	142	J_BUT_020_030	1.94	1.90	2,715	1,953	2,810
CHANDLER BRANCH1							
At FM 1460	431	J_CHB_160_&_CHBT4_010	18.38	18.29	3,418	3,155	3,590
Downstream of SCS Site 11	410	NRCS_DAM_11	13.13	13.31	1,695	621	319
Upstream of SCS Site 11	409	J_CHB_130	13.13	13.31	8,334	4,730	6,890
At Interstate Route 35	398	J_CHB_110	9.94	10.13		2,888	3,930
Downstream of SCS Site 10A	374	NRCS_DAM_10A	4.46	4.18	773	379	289
Upstream of SCS Site 10A	373	J_CHB_060	4.46	4.18	3,758	3,304	5,530
CHANDLER BRANCH TRIBUTARY 1							
Downstream of SCS Site 14	425	NRCS_DAM_14	2.46	2.46	88		55
Upstream of SCS Site 14	424	J_CHBT3_080	2.46	2.46	3,135		4,100
At Confluence with Chandler Branch	426	J_CHBT3_090	2.65	2.65	473		489
CLUCK CREEK							
At U.S. Route 183	165	J_CLK_060_070	3.32	3.28	5,647	5,294	3,630
At Buttercup Creek Boulevard	163	J_CLK_060	2.21	2.30		3,892	2,480
At West Park Street	161	J_CLK_040	1.69	1.15	3,040	3,179	1,710
At Cedar Park Drive	160	J_CLK_030	0.9	0.82		2,127	1,370
COTTONWOOD CREEK1							
At FM 1660	597	J_COT_240_250	9.07	9.52		5,779	7,860
At U.S. Route 79	584	J_COT_160_150	5.28	5.59		4,032	6,080
At County Route 136	581	J_COT_130_120	4.74	4.72		3,856	5,430
DAVIS SPRING BRANCH							
At FM 620	279	J_DAV_070	2.25	2.57		3,103	3,250

Flooding Source and Location	Junction Per Figures 19-23	Junction Name per TM4 HEC HMS Model (Feb, 2015)	Drainage Area (sq. mi) per Current FIS (TR20)	Drainage Area (sq. mi) per TM4 HEC HMS Model (Feb, 2015)	1-Percent AEP Flood (cfs)		
					FEMA Preliminary (April, 2012)	Effective FIS (TR-20)	TM4 HEC-HMS Model (Feb, 2015)
DRY BRANCH							
At Gattis School Road	352	J_DRY_010	0.99	0.92		2,449	1,810
DRY BRANCH TRIBUTARY 1							
At Gattis School Road	350	J_DRYT1_010_020	1.4	1.22		2,608	2,650
At Greenlawn Boulevard	348	J_DRYT1_010	0.83	0.73		1,761	1,530
DYER BRANCH							
At Gattis School Road	357	J_DYB_010	0.99	0.76		2449	1,540
DRY FORK							
At Confl. With Brushy Creek	211	J_DRYF_020	5.27	5.20	2,048		1,860
Downstream of SCS Site 13A	209	NRCS_DAM_13A	3.97	3.97	474		207
Upstream of SCS Site 13A	208	J_DRYFT1_020_&_HON_040	3.97	3.97	3,404		5,360
LAKE CREEK1							
At Oakridge Drive	321	J_LAKT5_030_&_LAK_180	22.65	21.90	5,532	9,421	8,440
Downstream of SCS Site 8	270	NRCS_DAM_8	8.51	8.39	790	606	312
Upstream of SCS Site 8	269	J_LAK_140_120	8.51	8.39	9,357	7,756	12,100
At U.S. Route 183	250	J_LAK_060_050	1.99	2.19	2,966	3,344	4,240
At School House Lane	246	J_LAK_030	0.9	0.87		2,403	2,060
LAKE CREEK TRIBUTARY 1							
At Confluence with Lake Creek	342	J_LAKT6_050	1.6	1.47		1,921	2,800
At Yucca Drive	341	J_LAKT6_020_040	0.98	0.85		1,293	1,350
At Wagongap Drive	337	J_LAKT6_020	0.49	0.52		1,250	869
LAKE CREEK TRIBUTARY 2							
At Briar Hollow Drive	259	J_LAKT2_020	1.24	1.11		1,989	2,660
MASON CREEK							
Downstream of SCS Site 2	27	NRCS_DAM_2	3.07	3.13		87	34
Upstream of SCS Site 2	26	J_MAC_050	3.07	3.13		2,995	3,050
At U.S. Route 183	25	J_MAC_040	2.59	2.63		2,417	2,700
McNUTT CREEK1							
At County Route 122	481	J_MCN_060	10.35	9.87		3,487	3,630
Downstream of SCS Site 16	460	NRCS_DAM_16	5.5	5.67		541	63
Upstream of SCS Site 16	459	J_MCNF_060_&_MCN_030	5.5	5.67		5,648	7,500
ONION BRANCH1							
At U.S. Route 79	237	J_ONI_130	6.44	6.56	3,175	3,609	4,740
At U.S. Route 81	234	J_ONI_110	5.75	5.87	2,923	3,105	3,950
At FM 3406	232	J_ONI_090	4.67	4.42	1,664	2,068	1,820
Downstream of SCS Site 12	228	NRCS_DAM_12	3.57	3.35	58	24	36
Upstream of SCS Site 12	227	J_ONIT1_010_&_ONI_060	3.57	3.35	5,479	649	5,430

Flooding Source and Location	Junction Per Figures 19-23	Junction Name per TM4 HEC HMS Model (Feb, 2015)	Drainage Area (sq. mi) per Current FIS (TR20)	Drainage Area (sq. mi) per TM4 HEC HMS Model (Feb, 2015)	1-Percent AEP Flood (cfs)		
					FEMA Preliminary (April, 2012)	Effective FIS (TR-20)	TM4 HEC-HMS Model (Feb, 2015)
RATTAN CREEK							
At Lake Creek	317	J_RAT_130		7.30	2,987		2,780
Downstream of SCS Site 9	299	NRCS_DAM_9		4.62	53		51
Upstream of SCS Site 9	298	J_RAT_100B_&_SH_45_Div2		4.62	6,126		6,200
At West Parmer Lane	290	J_RAT_050		1.64	2,809		3,430
RATTAN CREEK TRIBUTARY 1							
At Quanah Drive	315	J_RATT2_060	1.2	0.23	2,477	2,005	442
At McNeil Road	312	J_RATT2_050	1.1	0.11	2,306	1,853	220
SOUTH BRUSHY CREEK1							
Downstream of SCS Site 7	186	NRCS_DAM_7	15.79	15.85	1,267	194	133
Upstream of SCS Site 7	185	J_SBR_070	15.79	15.85	13,772	7,322	10,600
SPANISH OAK CREEK1							
Downstream of SCS Site 4	124	NRCS_DAM_4	5.59	5.43	938	203	332
Upstream of SCS Site 4	123	J_SPAO_120	5.59	5.43	6,602	6,055	6,410
At Skyview Drive	110	J_SPAO_090	2.69	2.84	4,638	3,568	4,000
At Southern Pacific Railroad	103	J_SPAO_040	0.66	0.77	1,418	1,599	1,300
Downstream of Century Lane	100	J_SPAO_020	0.45	0.45		1,045	869

*Flow reductions due to regulated flows.

4.0 SPECIAL PROBLEMS

No special problems were encountered during the hydrologic analyses.

5.0 EXCEPTIONS

The required spatial and database tables for detailed hydrologic study have been included with this submittal. However, due to the size of the data submittal, there were slight deviations from what is discussed in Appendix L (October 2011). All nodes from the hydrology model were included in the S_Nodes file, (junctions, outlets, etc.). However, only nodes included in the FIS report were populated with the node descriptions that correspond to the descriptions in the report; all other nodes were given “NP” for not populated.

The S_Hydro_Reach file represents the connectivity between subbasins and the flow direction in the hydrology model. The most upstream subbasins connecting to each flooding source do not contain a hydro_reach segment as there is nothing upstream to connect to. Also subbasins that contain dams do not have segments as they do not connect to the downstream subbasin.

Included in the model is Ultimate/Future conditions, but results were not discussed nor reported as these flows were not specified in the MAS.

There were no other exceptions.

6.0 CONCLUSIONS

The computed discharge values for all flood sources are in the acceptable range of agreement with the current FIS 1-percent-annual-exceedance flows.

The FIRMs for the UBC Watershed within Williamson County, Texas will contain floodplain mapping for the 1- and 0.2-percent annual-chance flood based on the water surface elevation determined from the hydrologic computations and analyses presented herein. All hydrologic calculations and modeling meet FEMA specifications and will be used for hydraulic modeling and FIRM production.

A complete set of spatial files and model input and output files, where applicable, were developed in accordance with FEMA's G&S, Appendix L, dated October 2011, and Appendix M, dated August 2011. This set of data will be provided along with a digital copy of this report.

7.0 REFERENCES

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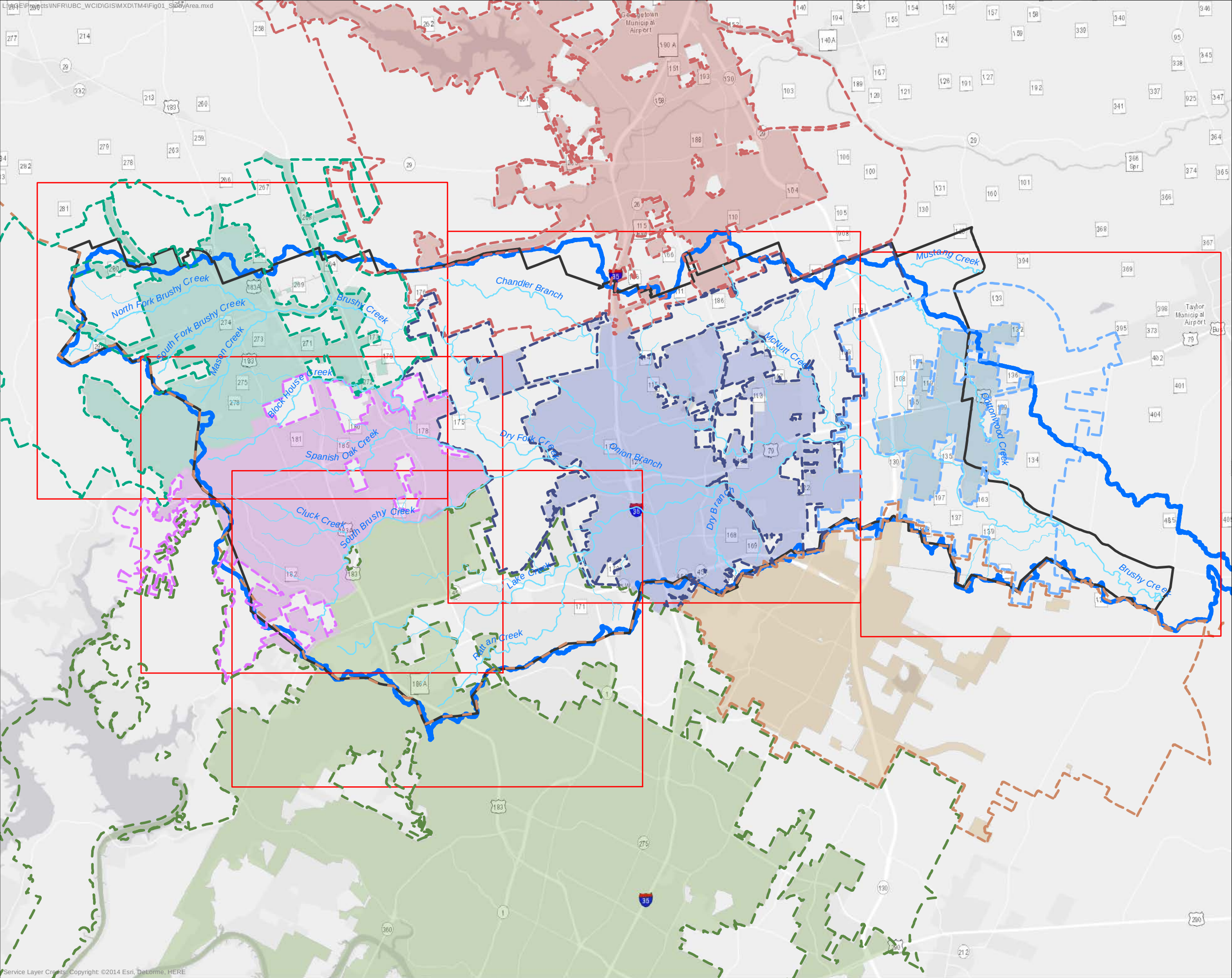
APPENDIX A

Tables

All additional tables included in Supplemental Folder.

APPENDIX B

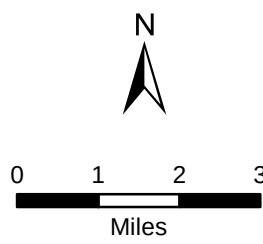
Figures



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- Williamson County Boundary
- Stream

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 - CEDAR PARK
 - GEORGETOWN
 - HUTTO
 - LEANDER
 - PFLUGERVILLE
 - ROUND ROCK

- ETJ Boundary**
- AUSTIN
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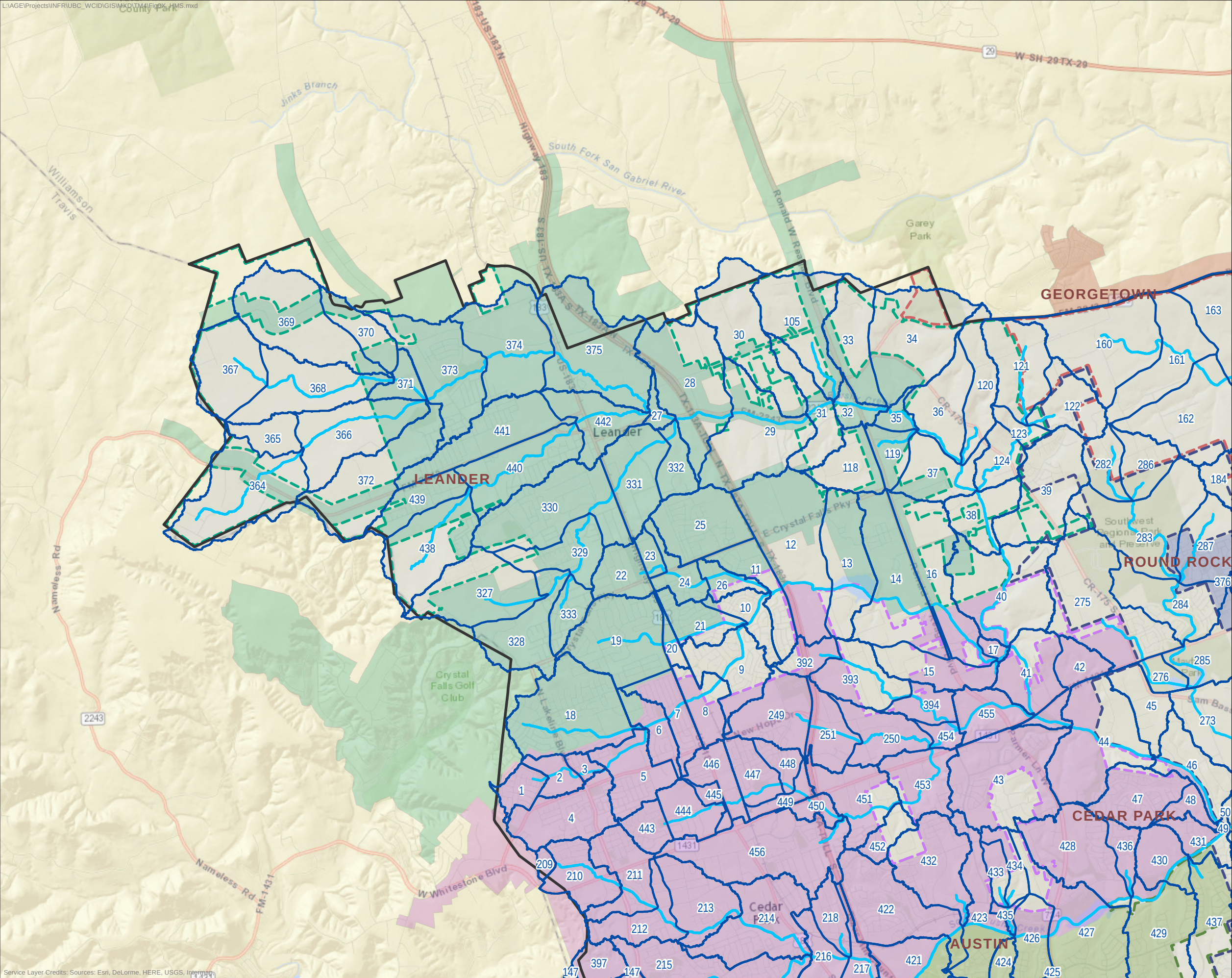


**Upper Brushy Creek
WCID**

Study Area

4/11/2014 Figure 1

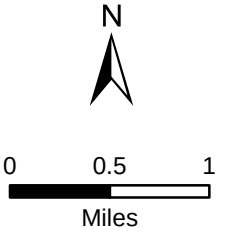




- Streamline
- Watershed
- UBC WCID Boundary

- City Boundary**
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 - GEORGETOWN
 - HUTTO
 - LEANDER
 - PFLUGERVILLE
 - ROUND ROCK

- ETJ Boundary**
- AUSTIN
 - CEDAR PARK
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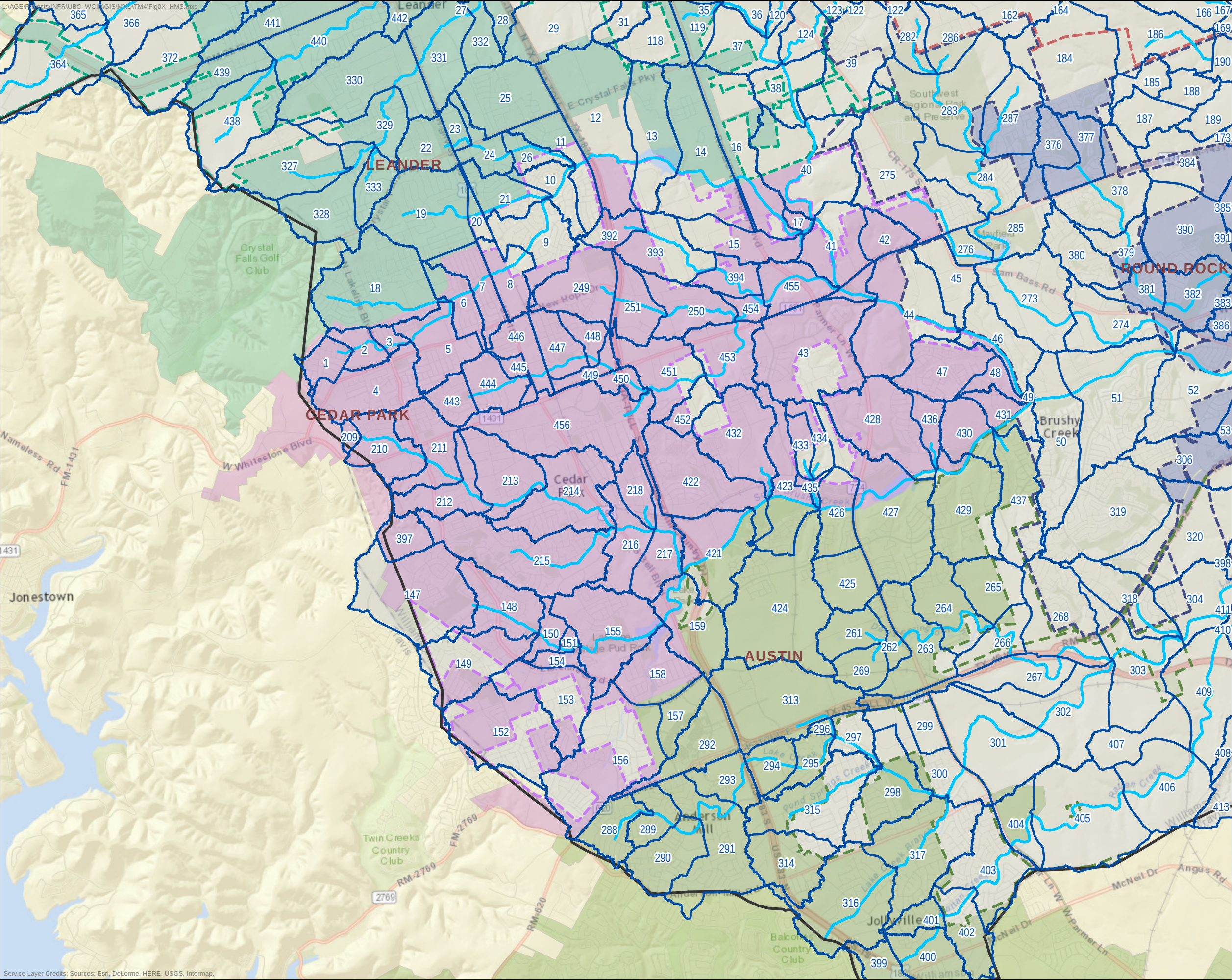


**Upper Brushy Creek
WCID**

**HMS Model Watershed Areas
Leander**

3/24/2015 Figure 2





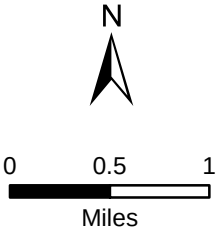
- Streamline
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- PFLUGERVILLE
- ROUND ROCK



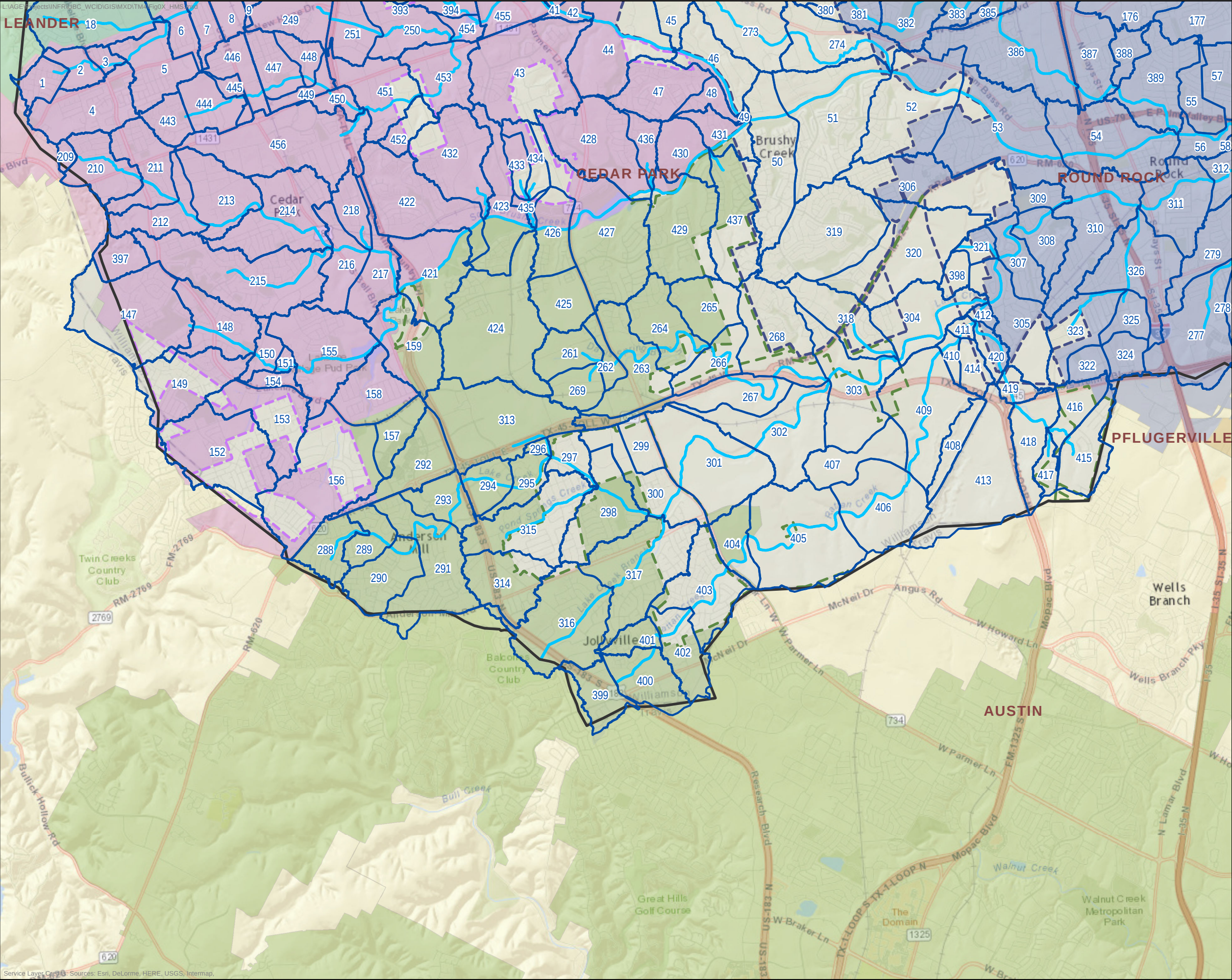
**Upper Brushy Creek
WCID**

**HMS Model Watershed Areas
Cedar park**

3/24/2015

Figure 3





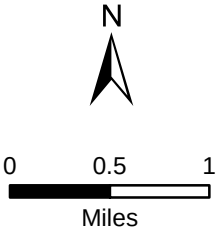
- Streamline
- Watershed
- UBC WCID Boundary

City Boundary

- AUSTIN
- CEDAR PARK
- GEORGETOWN
- HUTTO
- LEANDER
- PFLUGERVILLE
- ROUND ROCK

ETJ Boundary

- AUSTIN
- CEDAR PARK
- GEORGETOWN
- HUTTO
- LEANDER
- PFLUGERVILLE
- ROUND ROCK



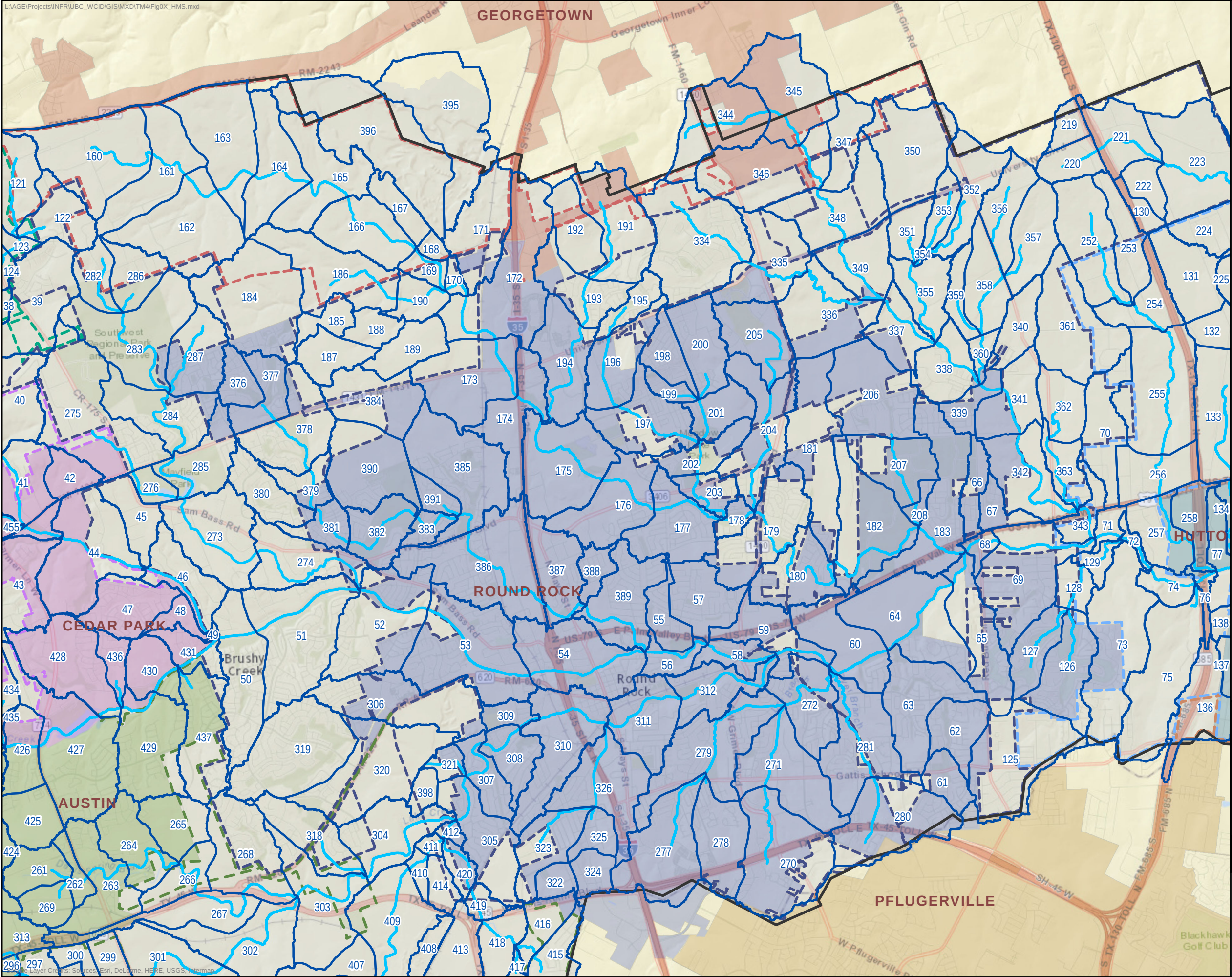
**Upper Brushy Creek
WCID**

**HMS Model Watershed Areas
Austin**

3/24/2015

Figure 4





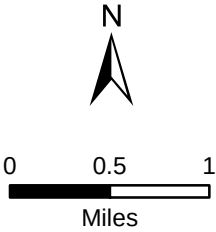
- Streamline
- Watershed
- UBC WCID Boundary

City Boundary

- AUSTIN
- CEDAR PARK
- GEORGETOWN
- HUTTO
- LEANDER
- PFLUGERVILLE
- ROUND ROCK

ETJ Boundary

- AUSTIN
- CEDAR PARK
- GEORGETOWN
- HUTTO
- LEANDER
- PFLUGERVILLE
- ROUND ROCK



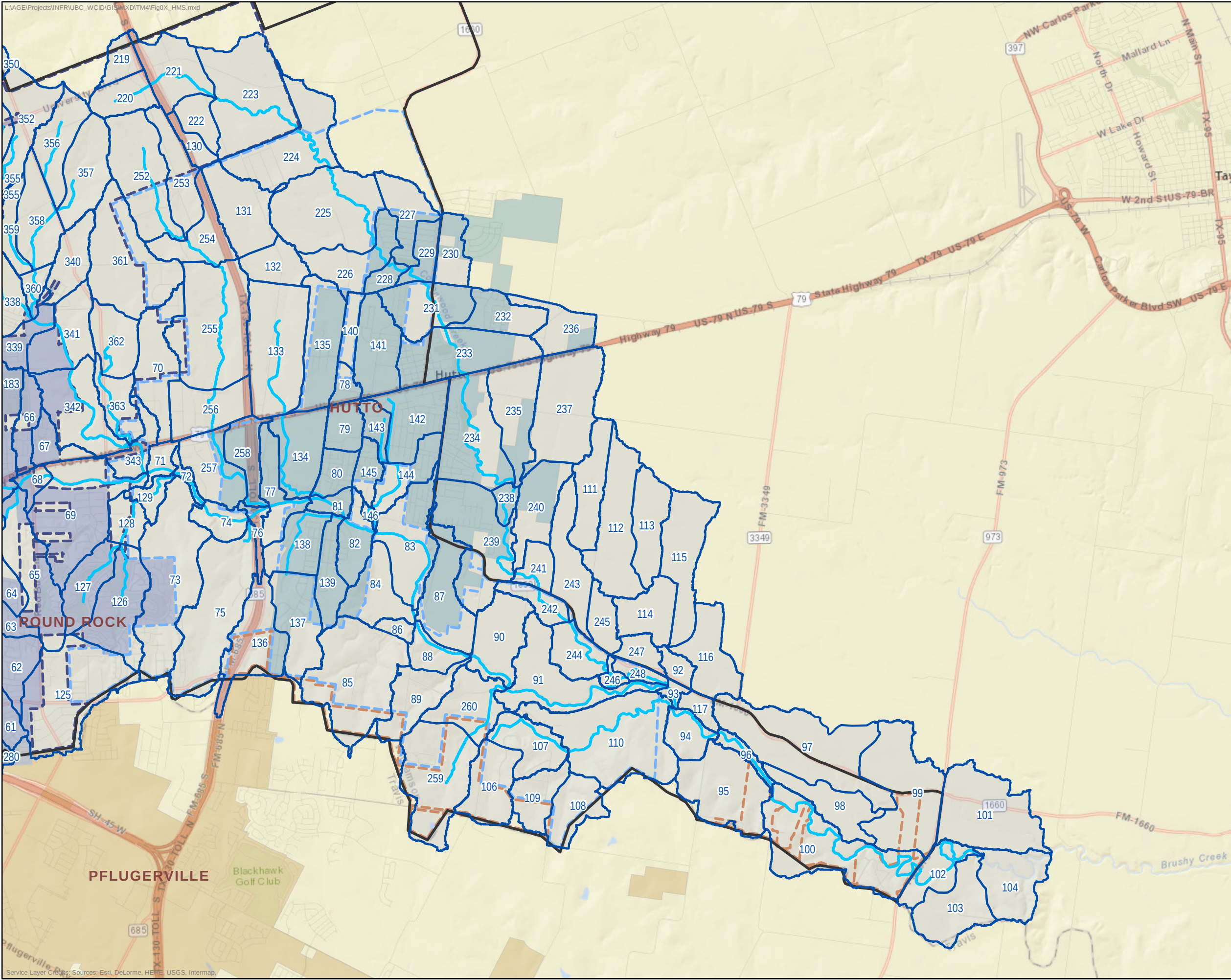
**Upper Brushy Creek
WCID**

**HMS Model Watershed Areas
Round Rock**

3/24/2015

Figure 5





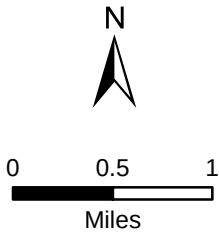
- Streamline
- Watershed
- UBC WCID Boundary

City Boundary

- AUSTIN
- CEDAR PARK
- GEORGETOWN
- HUTTO
- LEANDER
- PFLUGERVILLE
- ROUND ROCK

ETJ Boundary

- AUSTIN
- CEDAR PARK
- GEORGETOWN
- HUTTO
- LEANDER
- PFLUGERVILLE
- ROUND ROCK



**Upper Brushy Creek
WCID**

**HMS Model Watershed Areas
Hutto**

3/24/2015

Figure 6



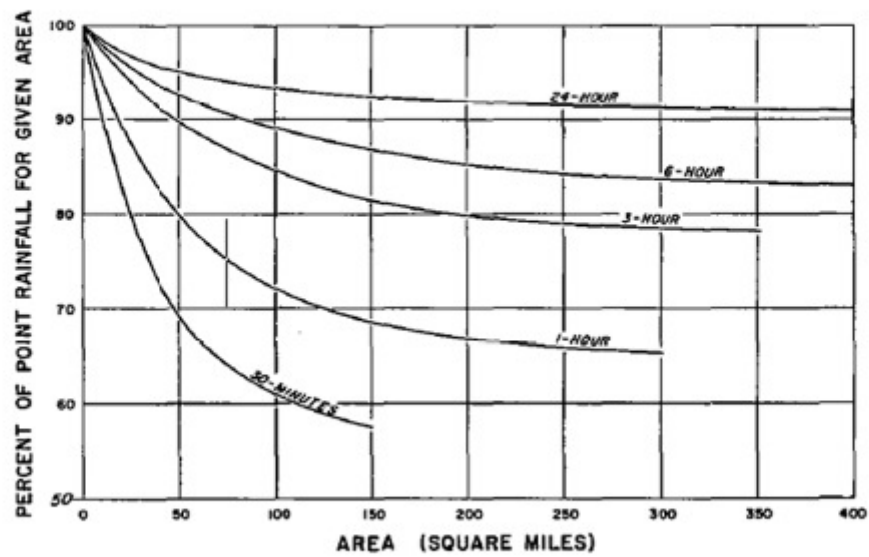
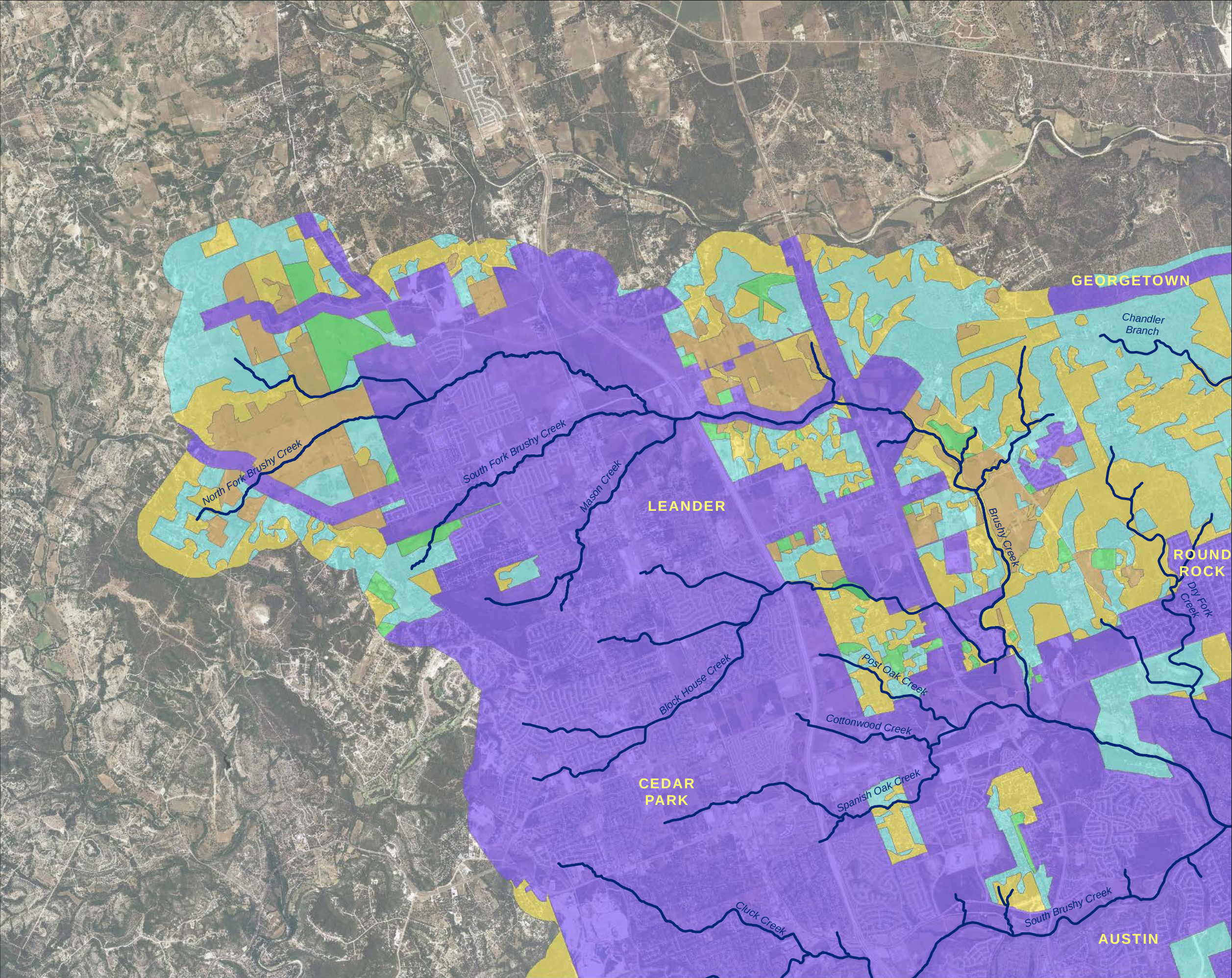


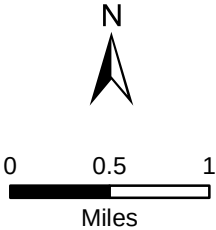
Figure 7. Rainfall Reduction Versus Watershed Area

Source: Technical Paper No. 40, Rainfall Frequency Atlas of the United States, (USDC, 1961)



- Streamline
- Land Use Type**
- Pasture-Fair
 - Pasture/Urban*
 - Pasture-Poor
 - Woods Grass-Fair
 - Woods-Good

*Pervious areas within urbanized areas are modeled as grass. Impervious areas within urbanized areas are considered separately.

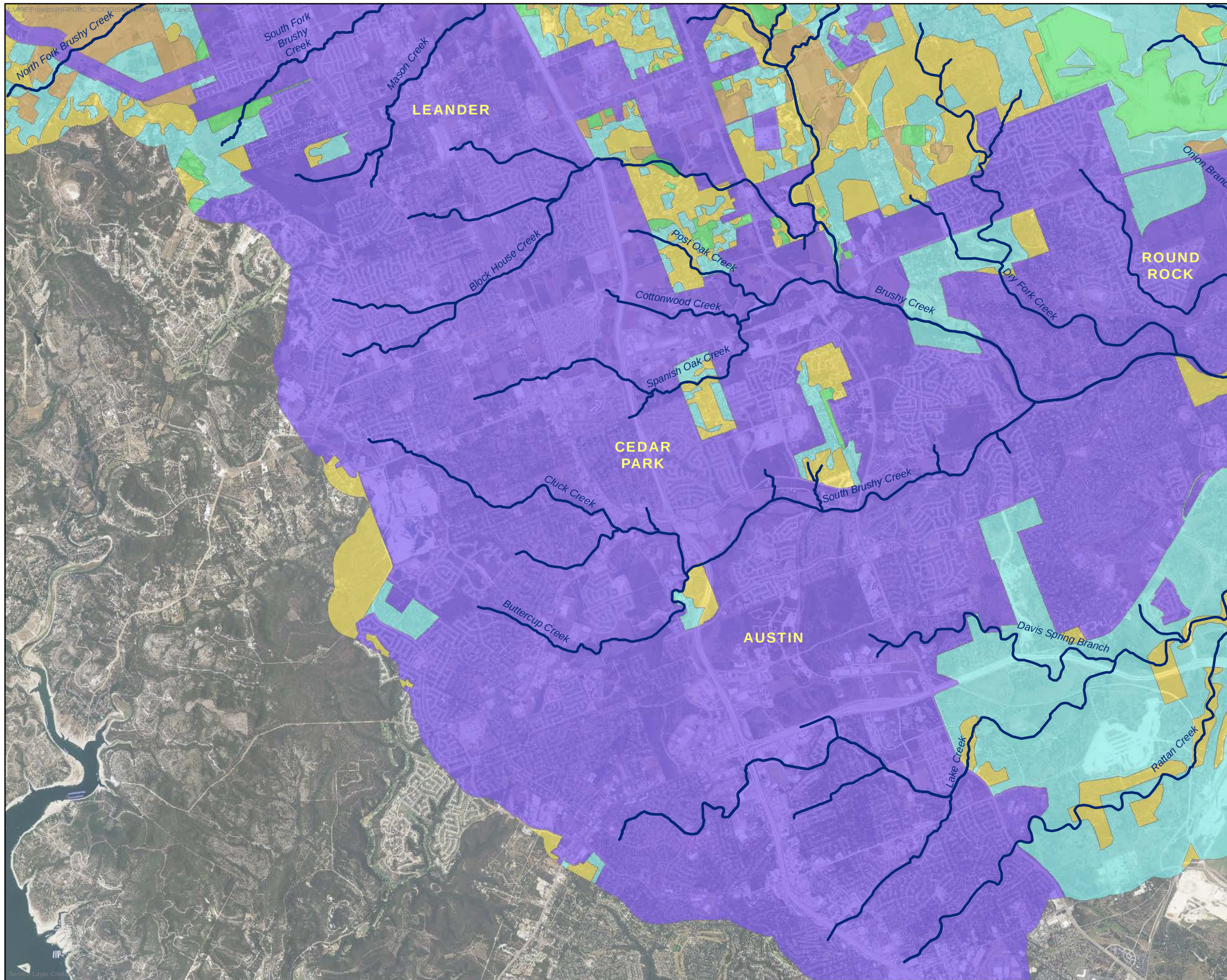


**Upper Brushy Creek
WCID**

**Land Use
Leander**

4/11/2014 Figure 8





- Streamline
- Land Use Type**
- Pasture-Fair
 - Pasture/Urban*
 - Pasture-Poor
 - Woods Grass-Fair
 - Woods-Good

*Pervious areas within urbanized areas are modeled as grass. Impervious areas within urbanized areas are considered separately.



0 0.5 1
Miles

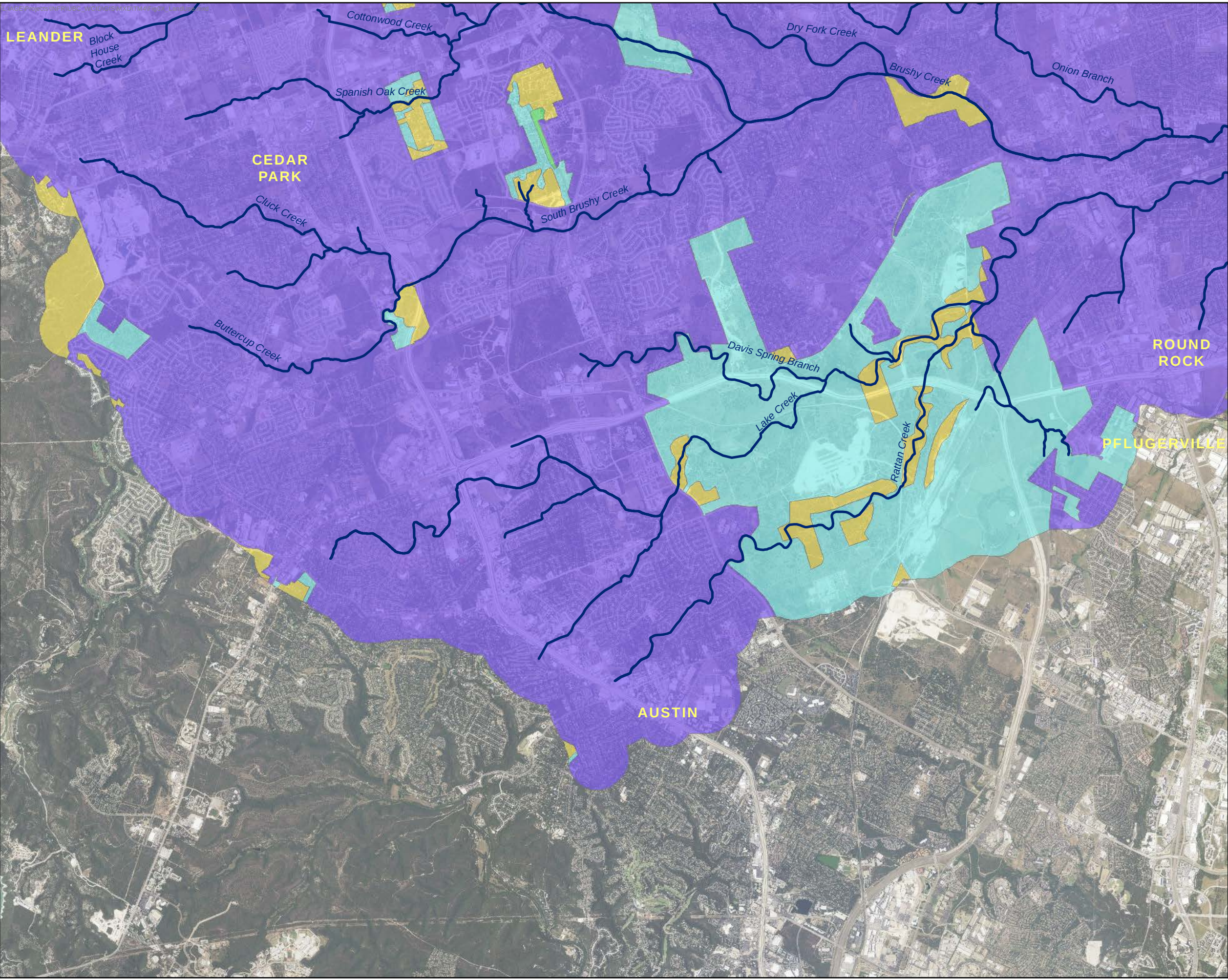
Upper Brushy Creek WCID

Land Use
Cedar park

4/11/2014

Figure 9



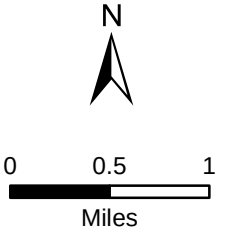


Streamline

Land Use Type

- Pasture-Fair
- Pasture/Urban*
- Pasture-Poor
- Woods Grass-Fair
- Woods-Good

*Pervious areas within urbanized areas are modeled as grass. Impervious areas within urbanized areas are considered separately.

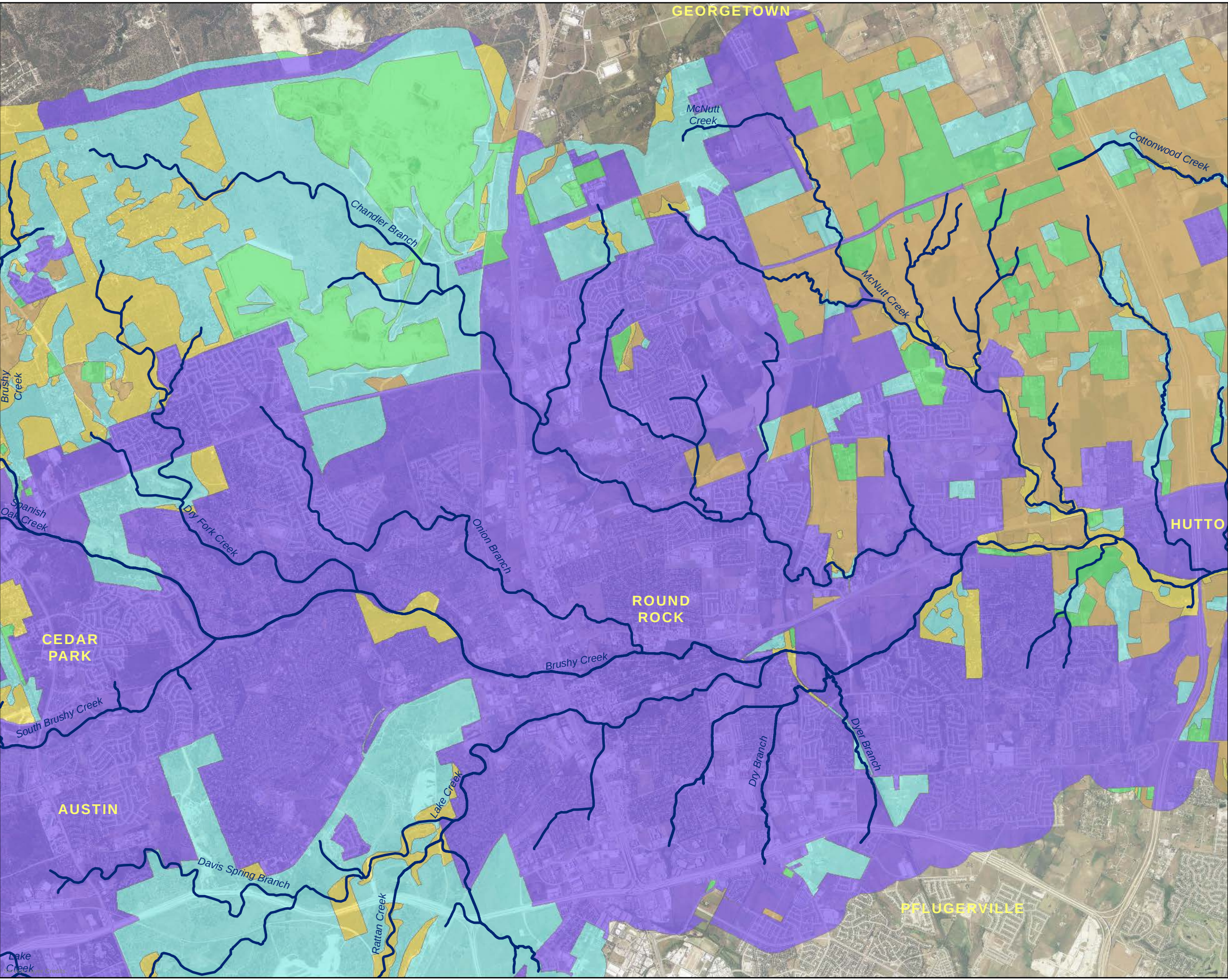


**Upper Brushy Creek
WCID**

**Land Use
Austin**

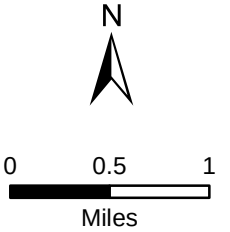
4/11/2014	Figure 10
-----------	-----------





- Streamline
- Land Use Type**
- Pasture-Fair
 - Pasture/Urban*
 - Pasture-Poor
 - Woods Grass-Fair
 - Woods-Good

*Pervious areas within urbanized areas are modeled as grass. Impervious areas within urbanized areas are considered separately.



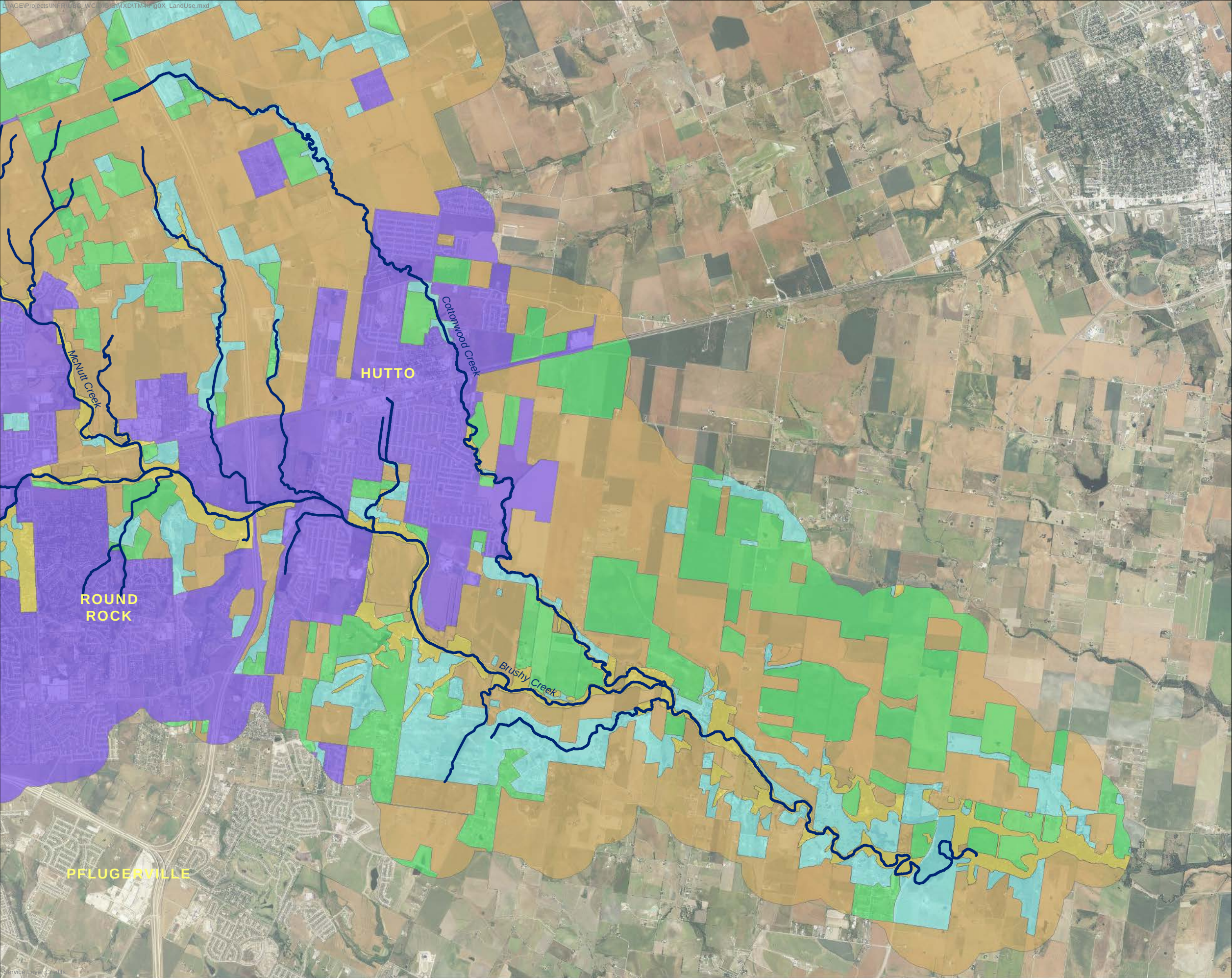
**Upper Brushy Creek
WCID**

**Land Use
Round Rock**

4/11/2014 Figure 11

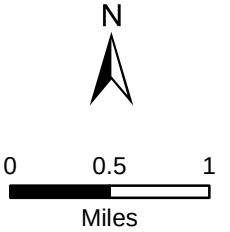






- Streamline
- Land Use Type**
- Pasture-Fair
 - Pasture/Urban*
 - Pasture-Poor
 - Woods Grass-Fair
 - Woods-Good

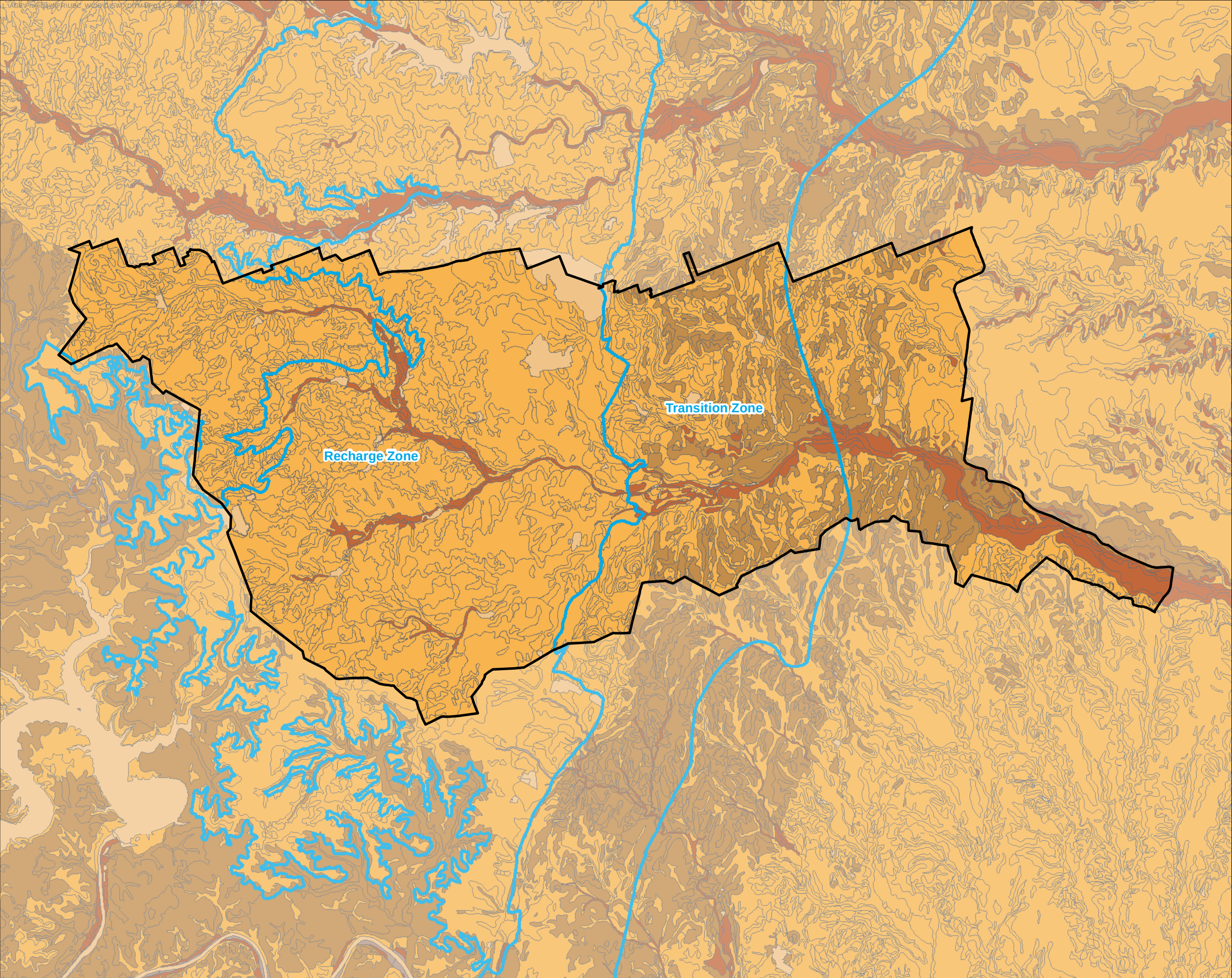
*Pervious areas within urbanized areas are modeled as grass. Impervious areas within urbanized areas are considered separately.



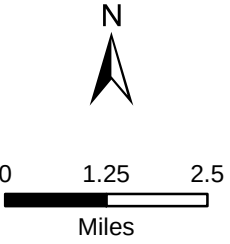
**Upper Brushy Creek
WCID**

**Land Use
Hutto**

4/11/2014 Figure 12



- Edwards Aquifer Boundary
- UBC WCID Boundary
- Soils per SSURGO**
 - Quarry
 - Hydrologic Soils Group A
 - Hydrologic Soils Group B
 - Hydrologic Soils Group C
 - Hydrologic Soils Group D

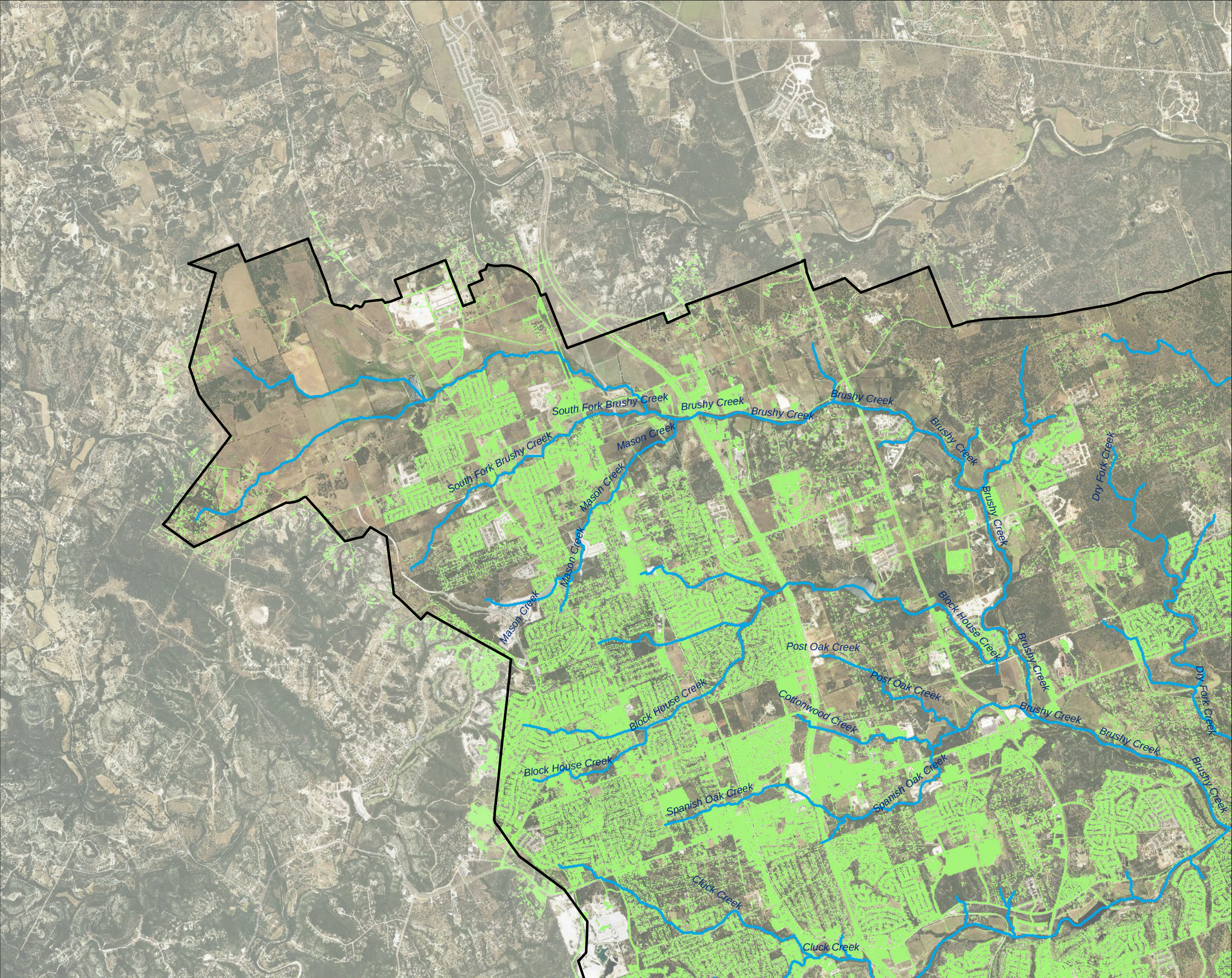


**Upper Brushy Creek
WCID**

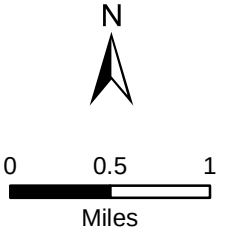
Soils per SSURGO

4/11/2014 Figure 13





- Streamline
- UBC WCID Boundary
- Impervious Surface

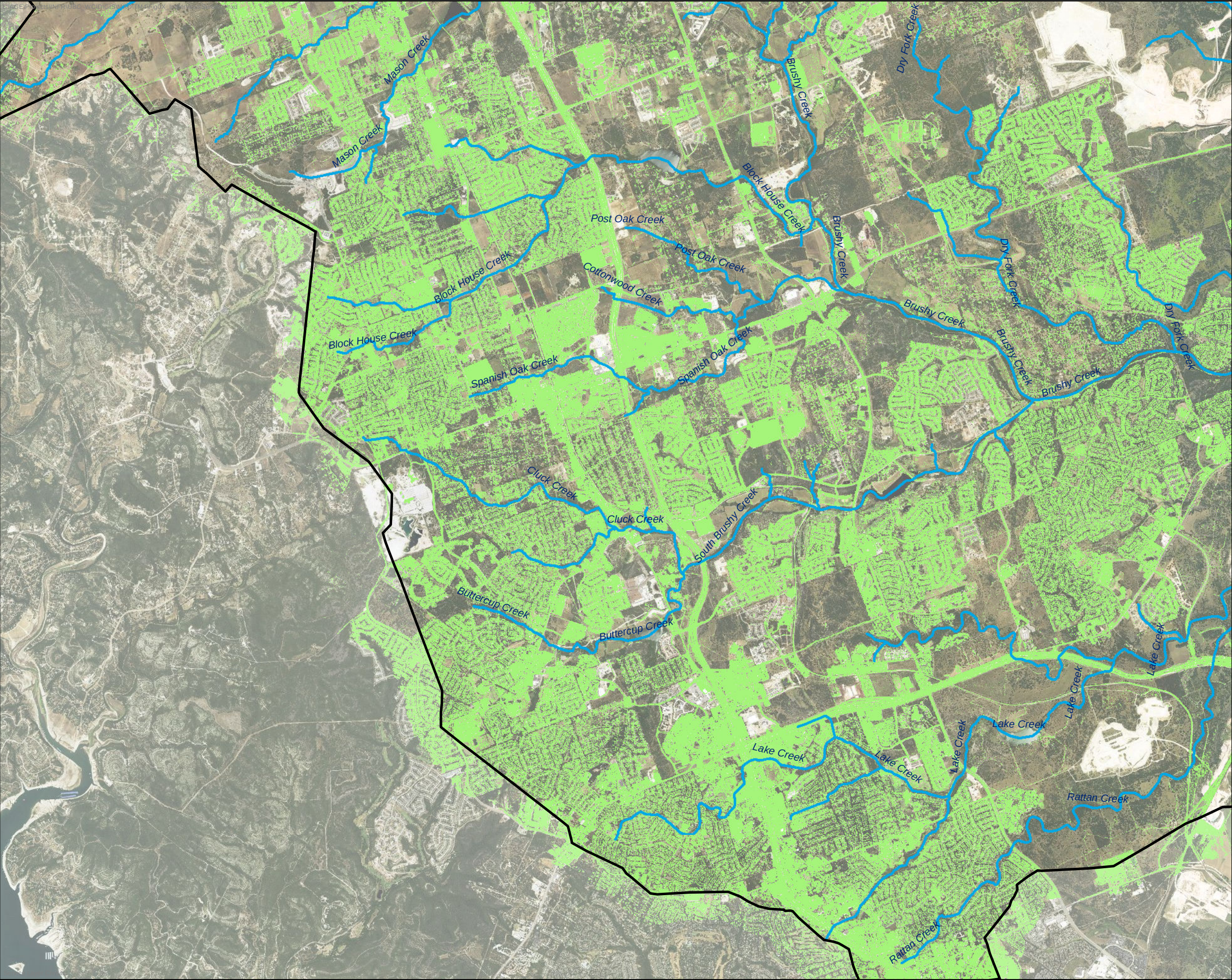


**Upper Brushy Creek
WCID**
**Extent of Impervious Surface
Leander**

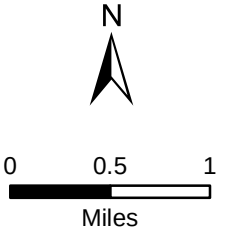
4/1/2015	Figure 14
----------	-----------







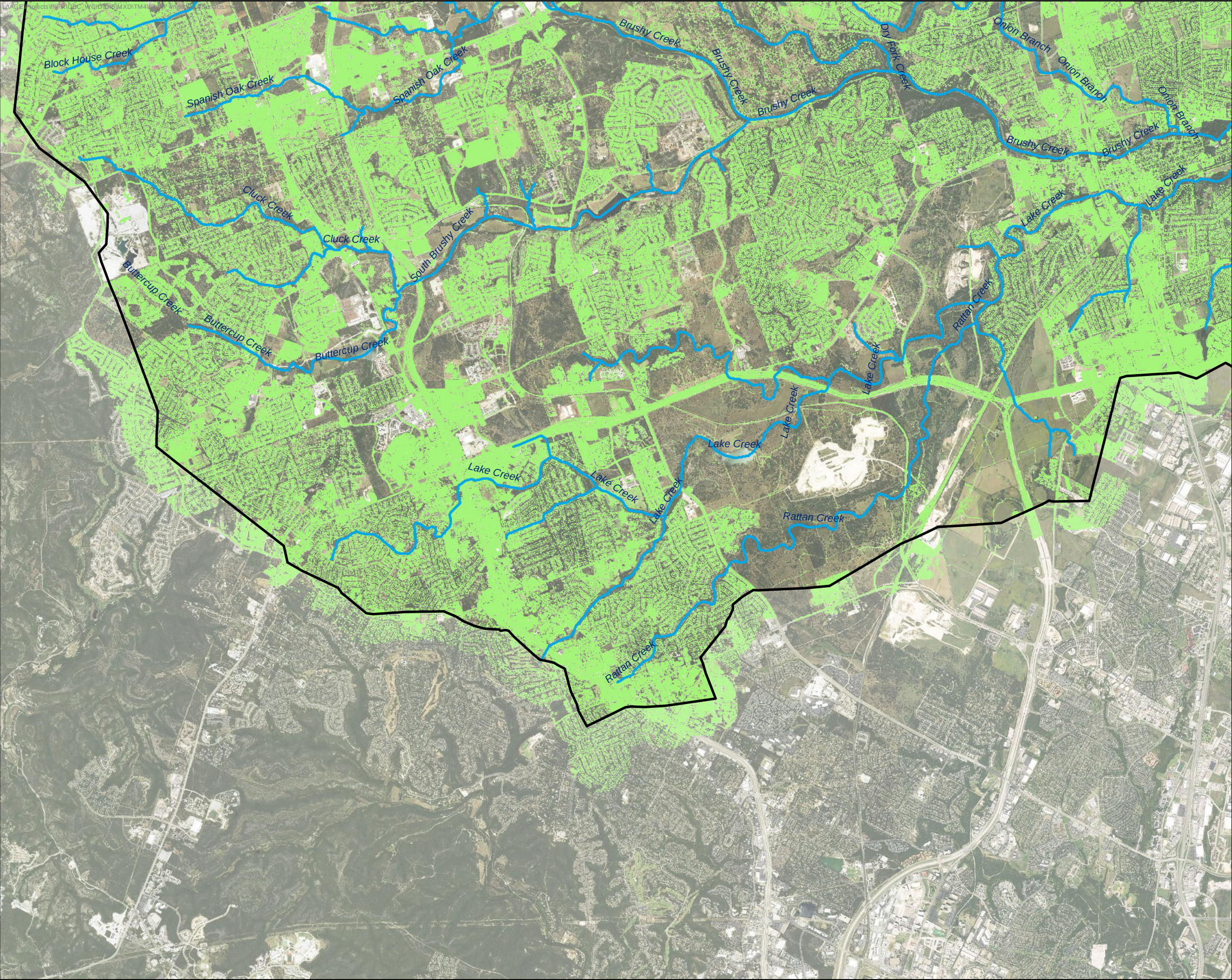
- Streamline
- UBC WCID Boundary
- Impervious Surface



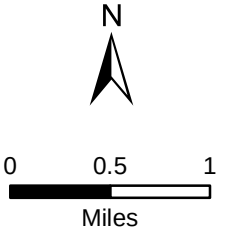
**Upper Brushy Creek
WCID**
**Extent of Impervious Surface
Cedar park**

4/1/2015	Figure 15
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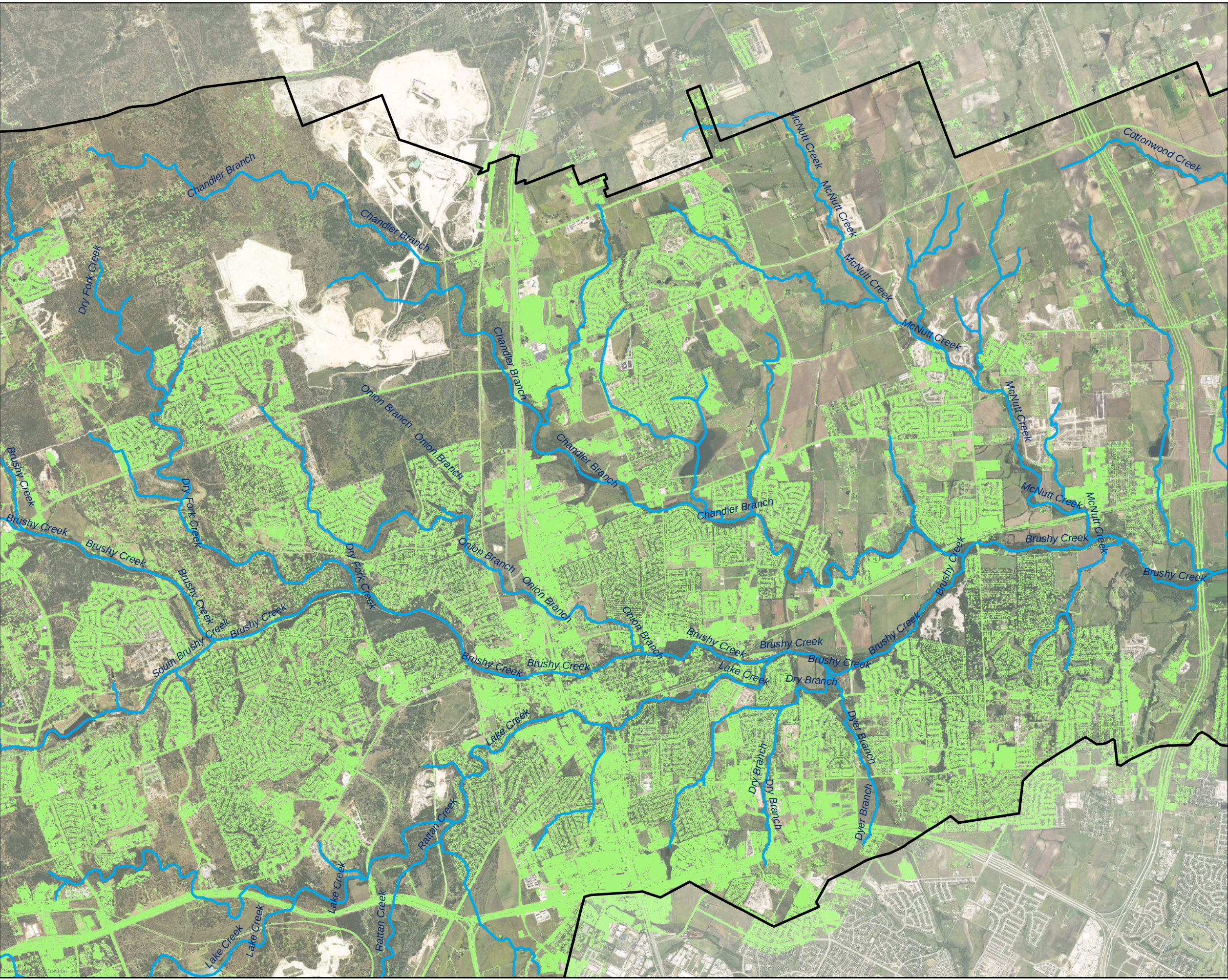
- Streamline
- UBC WCID Boundary
- Impervious Surface



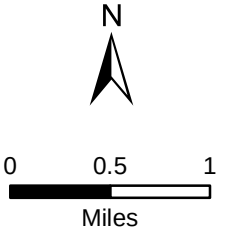
**Upper Brushy Creek
WCID**
**Extent of Impervious Surface
Austin**

4/1/2015	Figure 16
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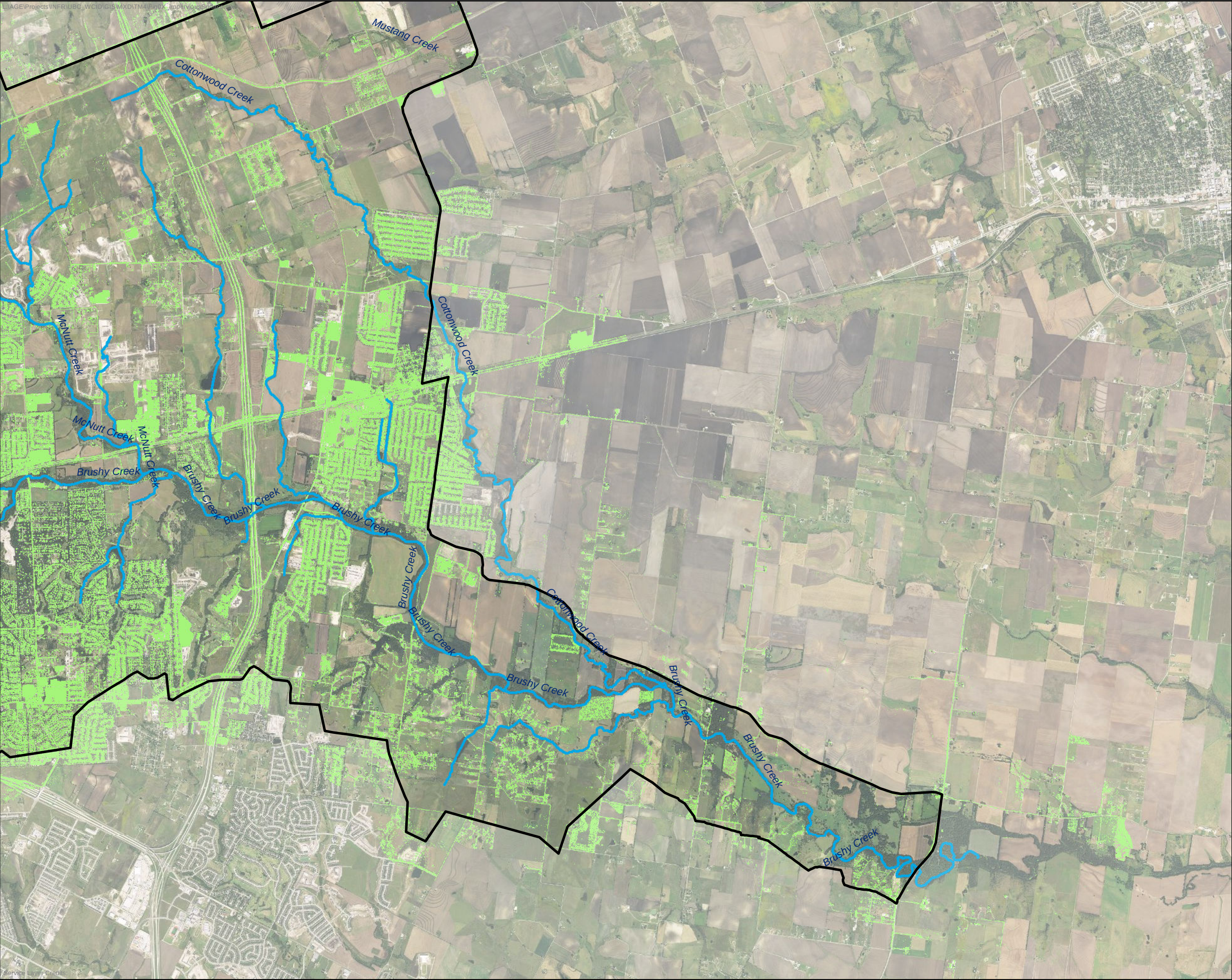
- Streamline
- UBC WCID Boundary
- Impervious Surface



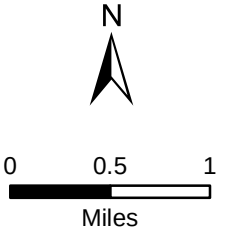
**Upper Brushy Creek
WCID**
**Extent of Impervious Surface
Round Rock**

4/1/2015	Figure 17
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- Streamline
- UBC WCID Boundary
- Impervious Surface

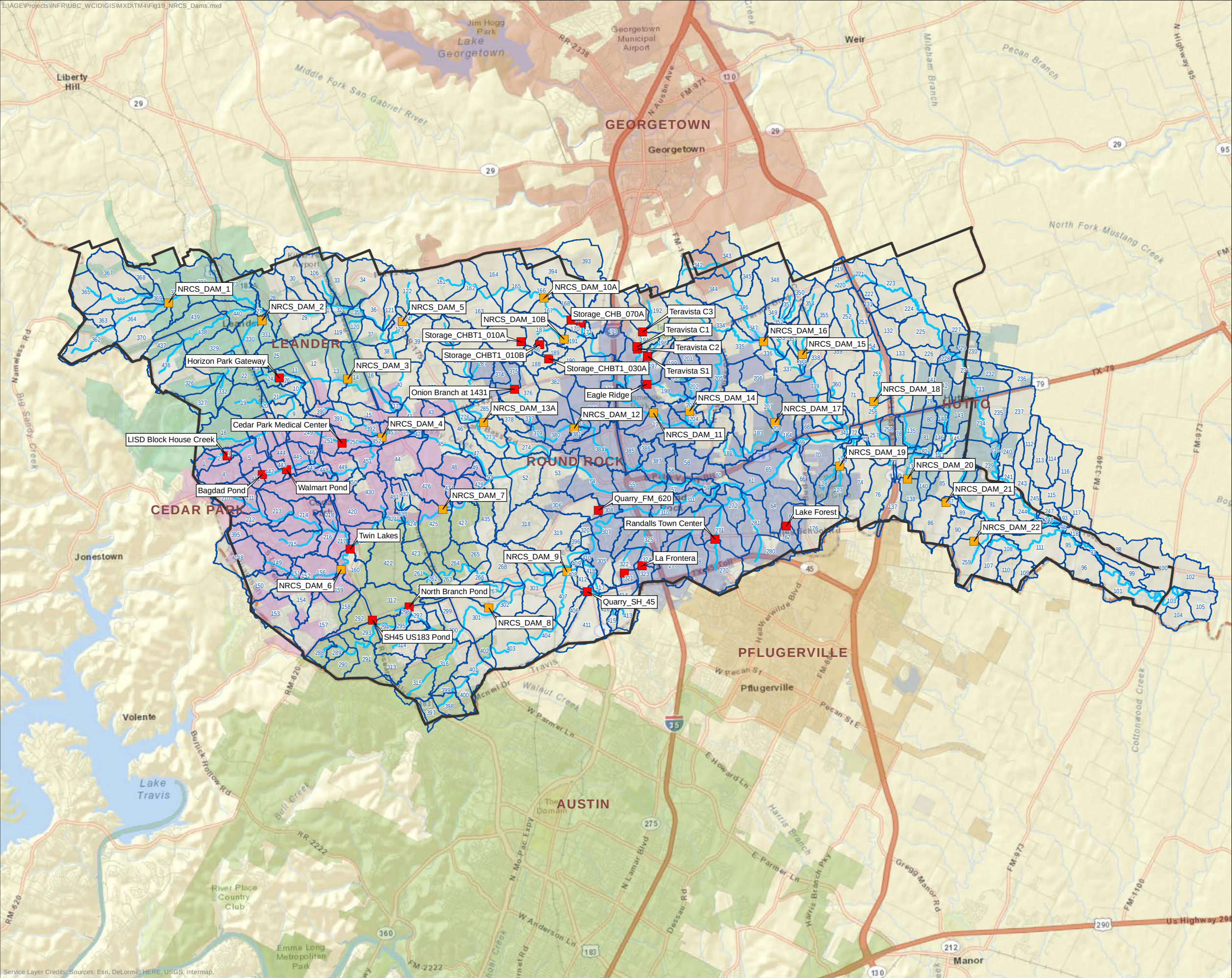


**Upper Brushy Creek
WCID**
**Extent of Impervious Surface
Hutto**

4/1/2015 Figure 18

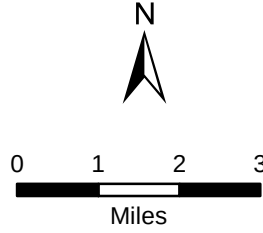






- Streamline
- Watershed
- UBC WCID Boundary
- Modeled NRCS Dam
- Additional Modeled Detention Structure

- City Boundary**
- AUSTIN
 - CEDAR PARK
 - GEORGETOWN
 - HUTTO
 - LEANDER
 - PFLUGERVILLE
 - ROUND ROCK

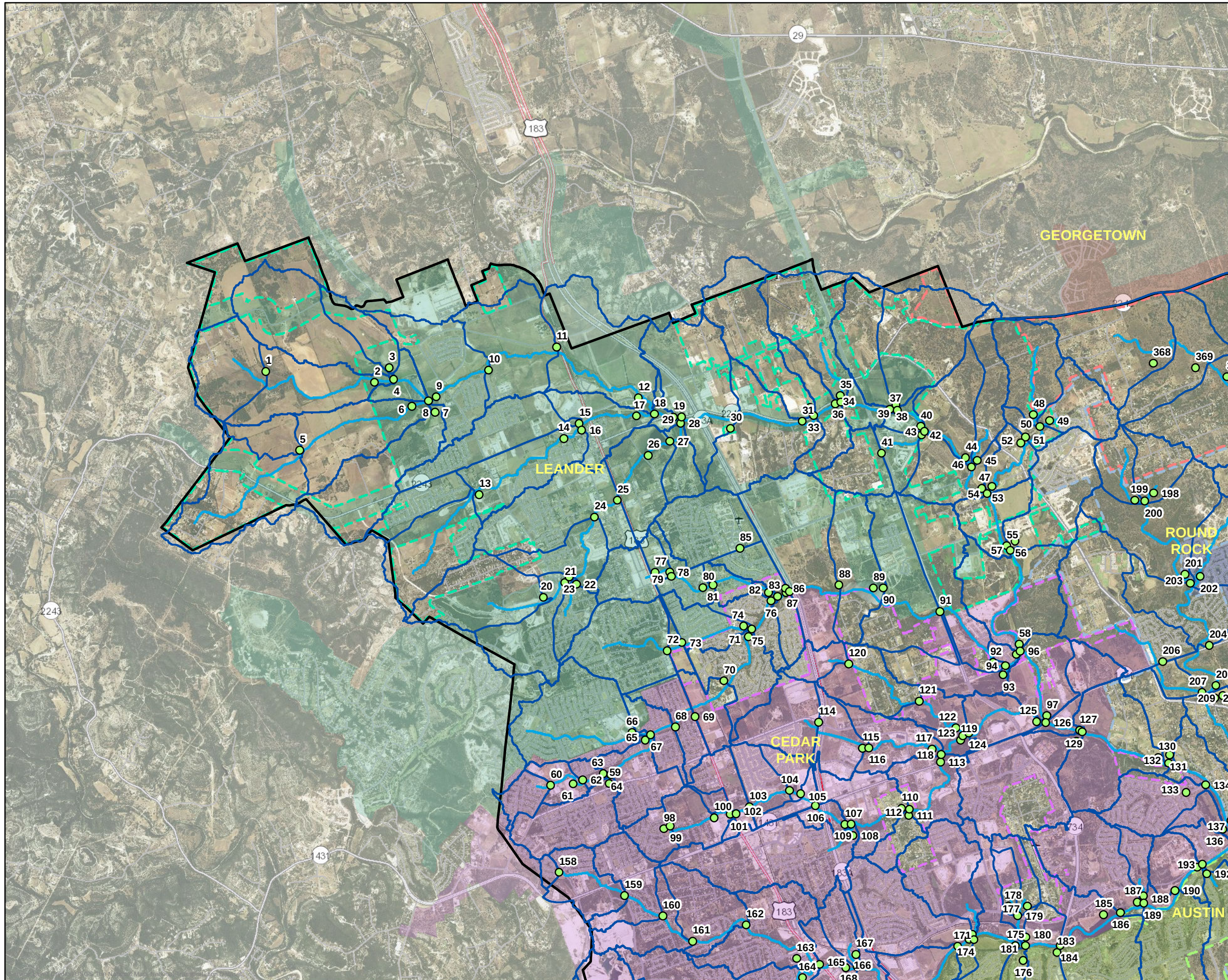


**Upper Brushy Creek
WCID**

Dams

5/14/2014 Figure 19





- Junction
- Streamline
- Watersheds
- UBC WCID Boundary

- City Boundary**
- AUSTIN
 - CEDAR PARK
 - GEORGETOWN
 - HUTTO
 - LEANDER
 - PFLUGERVILLE
 - ROUND ROCK

- ETJ Boundary**
- AUSTIN
 - CEDAR PARK
 - GEORGETOWN
 - HUTTO
 - LEANDER
 - PFLUGERVILLE
 - ROUND ROCK



0 0.5 1
Miles

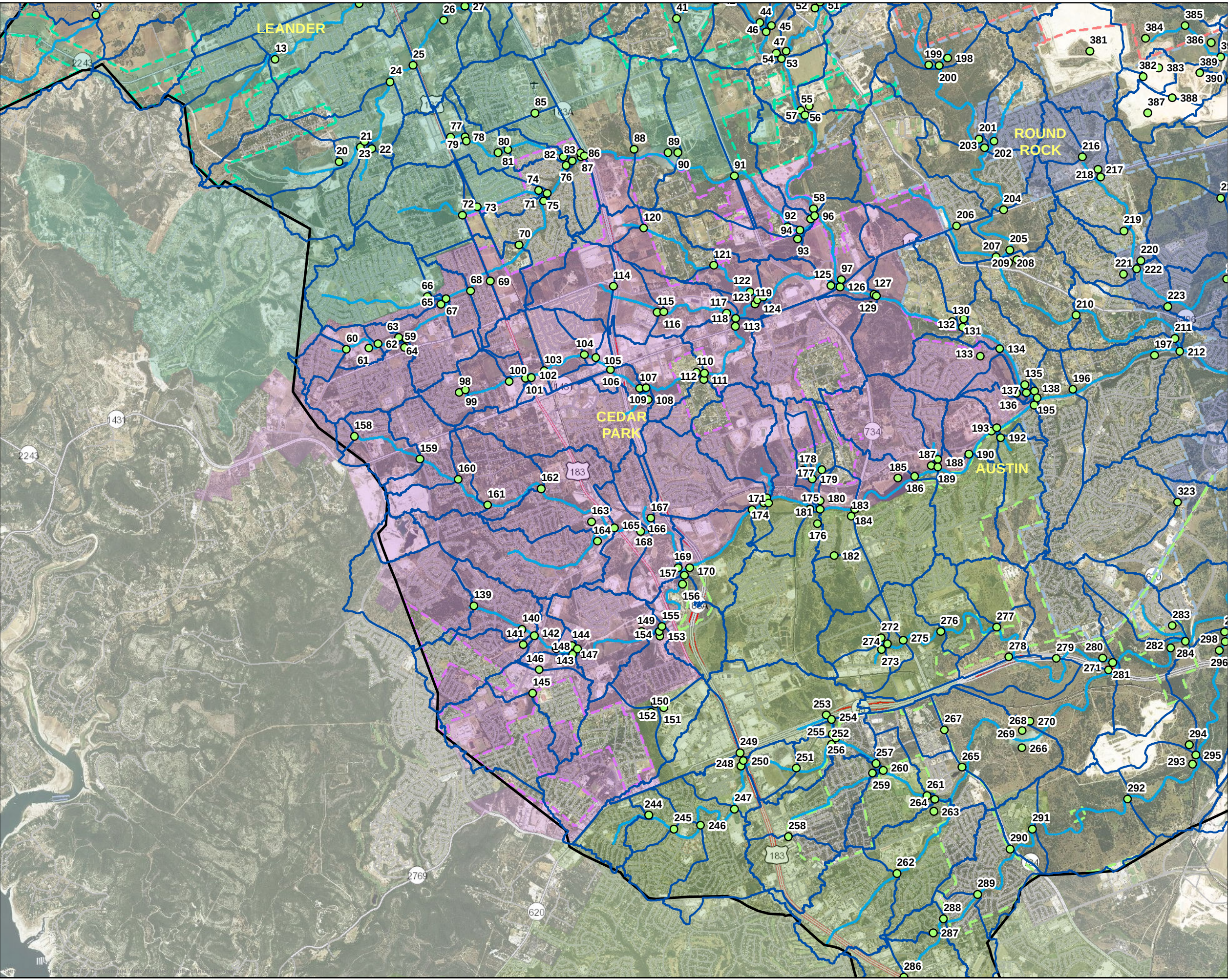
Upper Brushy Creek WCID

HMS Model Junctions Leander

4/6/2015

Figure 20

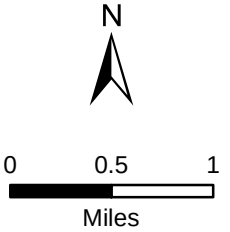




- Junction
- Streamline
- ▭ Watersheds
- ▭ UBC WCID Boundary

- City Boundary**
- ▭ AUSTIN
 - ▭ CEDAR PARK
 - ▭ GEORGETOWN
 - ▭ HUTTO
 - ▭ LEANDER
 - ▭ PFLUGERVILLE
 - ▭ ROUND ROCK

- ETJ Boundary**
- ▭ AUSTIN
 - ▭ CEDAR PARK
 - ▭ GEORGETOWN
 - ▭ HUTTO
 - ▭ LEANDER
 - ▭ PFLUGERVILLE
 - ▭ ROUND ROCK

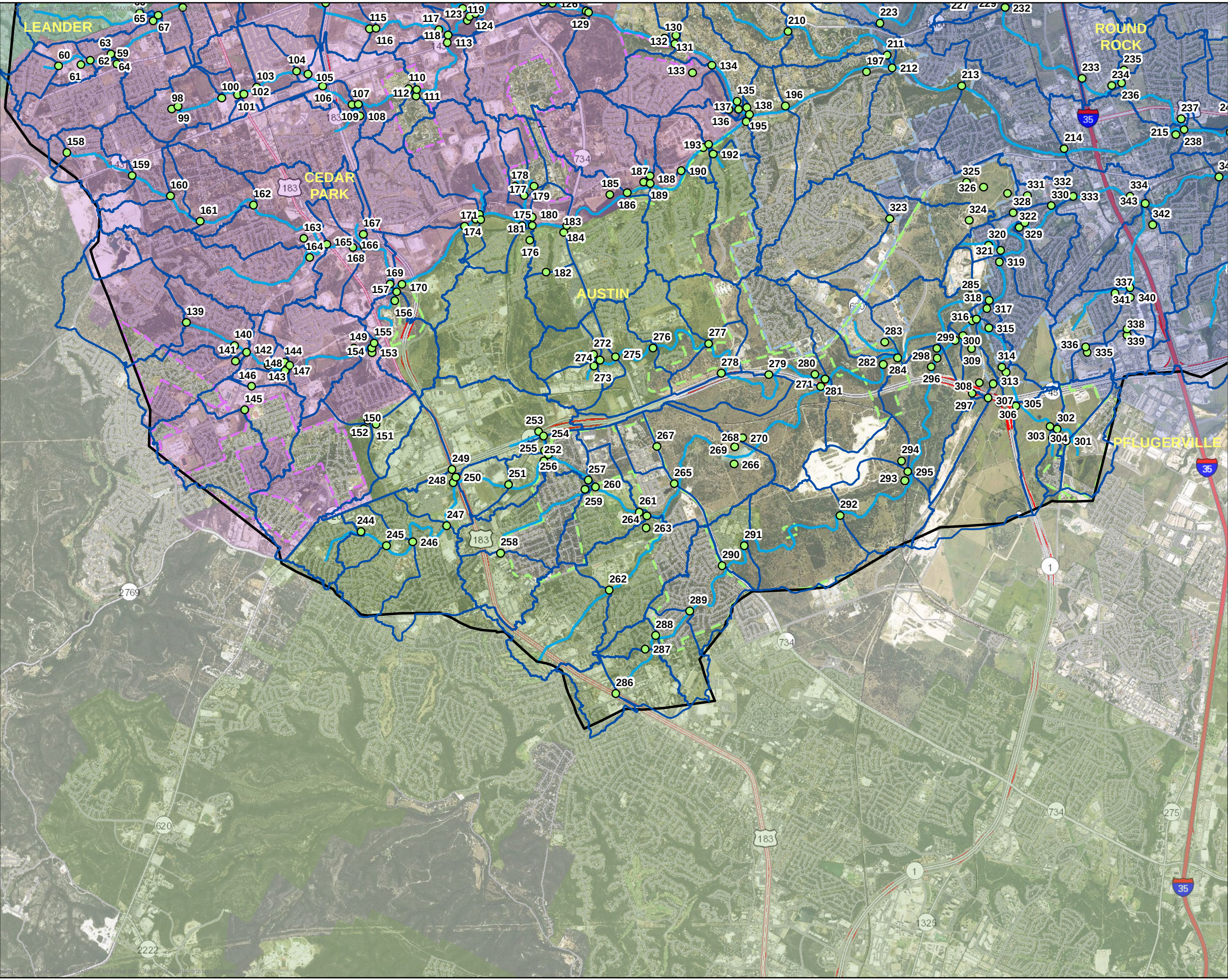


**Upper Brushy Creek
WCID**

**HMS Model Junctions
Cedar park**

4/6/2015 Figure 21

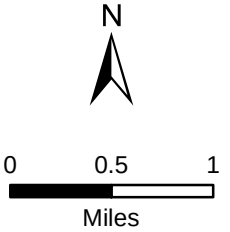




- Junction
- Streamline
- ▭ Watersheds
- ▭ UBC WCID Boundary

- City Boundary**
- AUSTIN
 - CEDAR PARK
 - GEORGETOWN
 - HUTTO
 - LEANDER
 - PFLUGERVILLE
 - ROUND ROCK

- ETJ Boundary**
- AUSTIN
 - CEDAR PARK
 - GEORGETOWN
 - HUTTO
 - LEANDER
 - PFLUGERVILLE
 - ROUND ROCK



**Upper Brushy Creek
WCID**

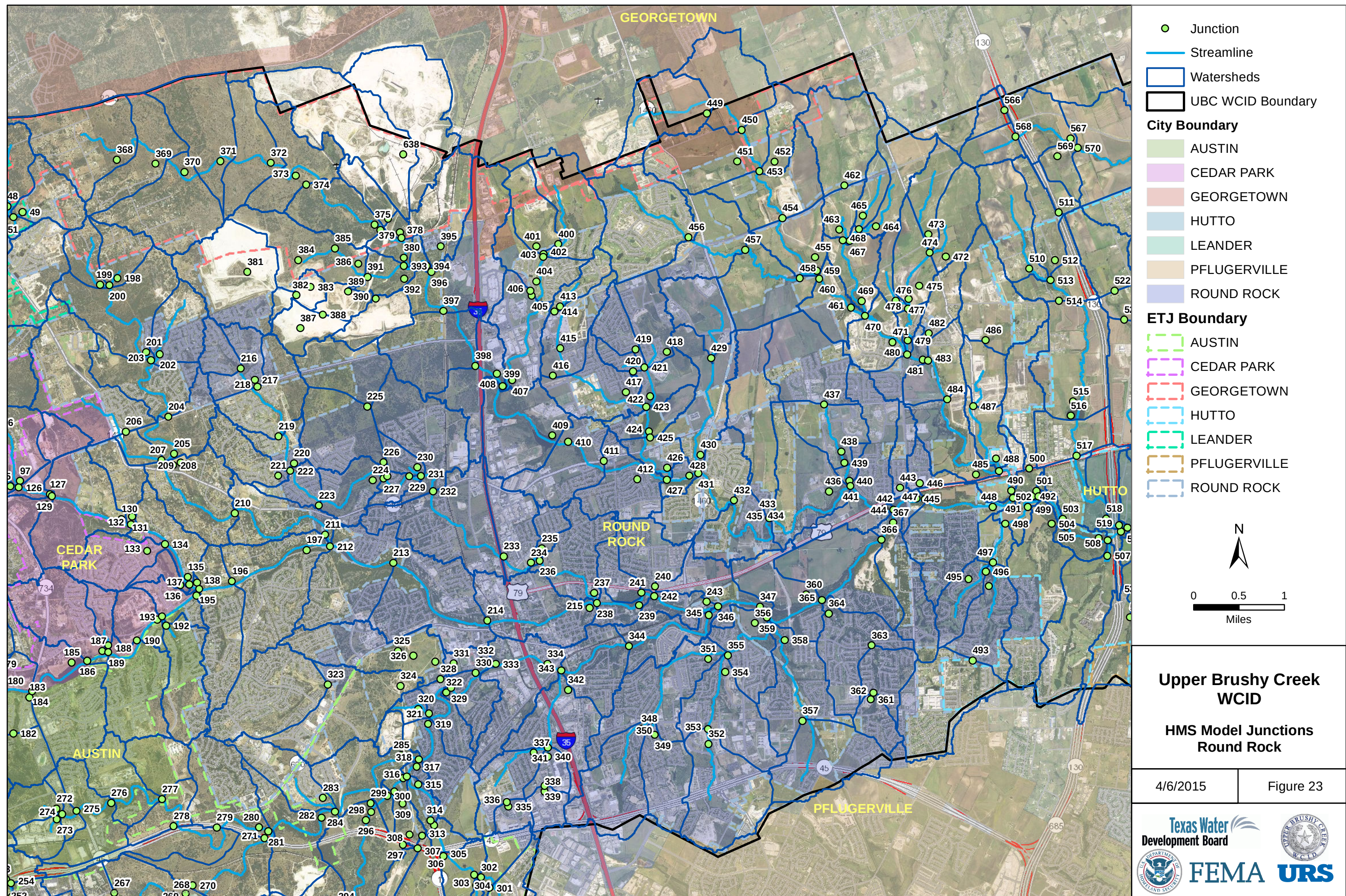
**HMS Model Junctions
Austin**

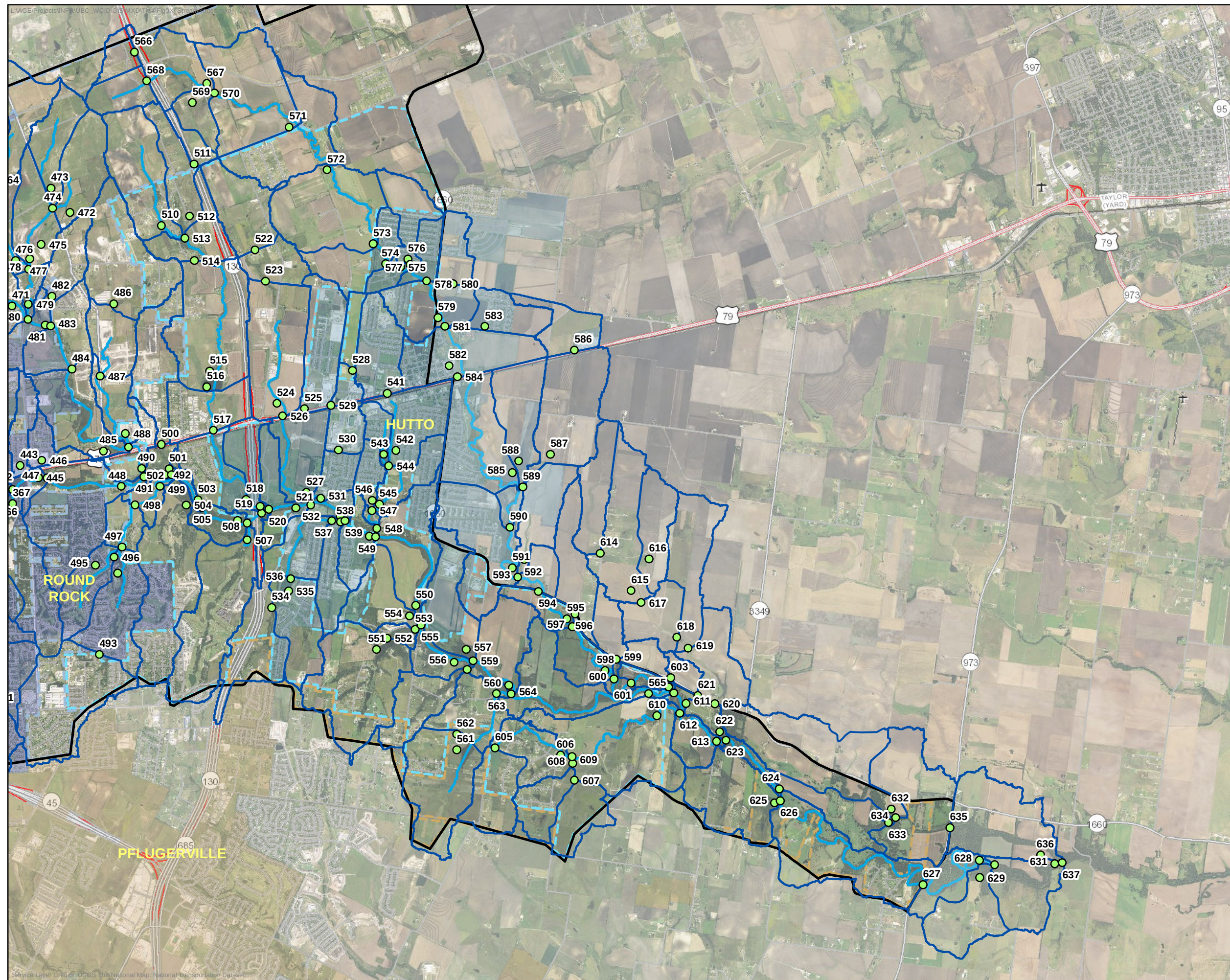
4/6/2015

Figure 22









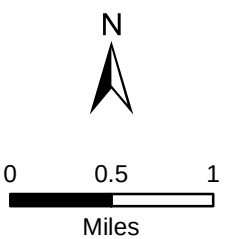
- Junction
- Streamline
- Watersheds
- UBC WCID Boundary

City Boundary

- AUSTIN
- CEDAR PARK
- GEORGETOWN
- HUTTO
- LEANDER
- PFLUGERVILLE
- ROUND ROCK

ETJ Boundary

- AUSTIN
- CEDAR PARK
- GEORGETOWN
- HUTTO
- LEANDER
- PFLUGERVILLE
- ROUND ROCK



Upper Brushy Creek WCID

HMS Model Junctions Hutto

4/6/2015

Figure 24



APPENDIX C

TSDN Documents

Deliverables Checklist

M-1 TSDN INVENTORY FORM		
TSDN CATEGORY	DATA TYPE	DATA SUBMITTED
General Documentation	Special Problem Reports Index	N/A
	Special Problem Reports	N/A
	Contact Reports Index	N/A
	Contact Reports	N/A
	Meeting Minutes/Reports Index	N/A
	Meeting Minutes/Reports	N/A
	Correspondence with/from FEMA	N/A
	Correspondence with/from Contractor	N/A
	Other General Correspondence	N/A
Mapping Information	Mapping Information Index	Yes
	Topographic Mapping (Hardcopy Version)	N/A
	Topographic Mapping (Digital Version)	N/A
	Summary Report for Independent QA/QC	N/A
	Work Maps (Hardcopy Version)	N/A
	Work Maps (Digital Version)	Yes
	Work Map Delineation Summary	N/A
	Preliminary FIRM (Hardcopy Version)	N/A
	CD-ROM with FIRM Data	Via MIP
	USGS Digital Orthophoto Quadrangle(s)	N/A
	Soil and Vegetation Maps	N/A
	USGS Topographic Quadrangle Maps	N/A
	Flood Hazard Boundary Map	N/A
	Community Maps	N/A
	All Other Maps	yes
	FIRM Database (Basic)	N/A
	FIRM Database (Enhanced)	N/A
	Digital Data Submission Checklist	N/A
	Narrative	N/A
	Photogrammetric Survey Documentation	N/A
	GPS Survey Documentation	N/A

M-12. MAPPING INFORMATION INDEX							
Community Name:		Williamson County, and Incorporated Areas				State:	TX
Community ID No.:		48491C					
Compiled By:		URS					
Date TSDN Submitted:		July 14, 2014					
Type/Purpose of Map	Date	Paper Copy		Electronic Media			
		No. of Sheets	Exhibit No.	File Type	File Name	Projection	Exhibit No.
Mapping File	7/14/2014			Shape file (*.dbf, *.prj, *.shp, *.shx)	S_Submittal_Info	NAD 83 State Plane Texas Central FIPS 4203 (feet)	MIP Submittal
Hydrologic Subbasin Boundaries	7/14/2014			Shape file (*.dbf, *.prj, *.shp, *.shx)	S_SUBBASINS	NAD 83 State Plane Texas Central FIPS 4203 (feet)	MIP Submittal
Concentration Points	7/14/2014			Shape file (*.dbf, *.prj, *.shp, *.shx)	S_NODES	NAD 83 State Plane Texas Central FIPS 4203 (feet)	MIP Submittal
Stream Reaches	7/14/2014			Shape file (*.dbf, *.prj, *.shp, *.shx)	S_HYDRO_REACH	NAD 83 State Plane Texas Central FIPS 4203 (feet)	MIP Submittal
Summary of Discharges Table	7/14/2014			*.dbf	L_SUMMARY_DISCHARGES	N/A	MIP Submittal
Sources of Data				*.dbf	L_SOURCE_CIT	N/A	MIP Submittal

APPENDIX D

Quality Assurance / Quality Control

Quality Assurance and Quality Control were conducted following the URS Plan.

APPENDIX E

Correspondence and Contacts

Correspondences are submitted in the digital submittal under the folder “Correspondence”.

APPENDIX F

CD/DVD with All Applicable Data

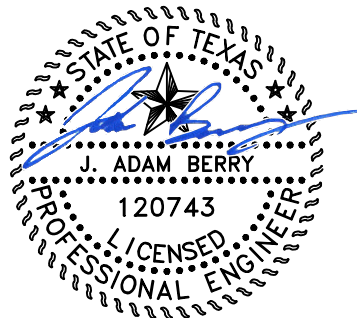
(All digital data loaded to the MIP)

Heritage Mill South

Brohn Homes

Drainage Impact Analysis Brushy Creek

Williamson County, Texas



10/27/2023

BGE, Inc.
TBPE Registration No. F-1046

BGE Project No. 8843-00
October 2023



Contents

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 1.1 General1

Section 2 Methodology.....2

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 2.1.1 Precipitation2

 2.1.2 Drainage Area.....2

 2.1.3 Infiltration Losses3

 2.1.4 Unit Hydrograph Method.....3

 2.1.5 Time of Concentration4

Section 3 Hydrologic Results.....5

Section 4 Conclusion10

Appendix

Appendices

Appendix A:

- Location Map
- Drainage Area Delineations (Pre-Development)
- Drainage Area Delineations (Post-Development)
- Pre-Development Conditions Basin (HEC-HMS)
- Post-Development Conditions Basin (HEC-HMS)

Appendix B:

- Pre- and Post-Development SCS Sheets

Appendix C:

- HEC-HMS Model (Images)

Section 1

Introduction

1.1 General

This report presents the results of a hydrologic analysis that defines the drainage impact of the Heritage Mill South Subdivision (Site) along Brushy Creek. The site is located immediately southeast of the intersection of FM 1660 and McCoy Lane within the City of Hutto ETJ and Williamson County. The preliminary plat incorporates 653 single-family lots with a total of 28,626 linear feet of streets. A **Location Map** is presented in **Appendix A** of this report.

The study uses a US Army Corps of Engineers (USACE) HEC-HMS basin model originally prepared for the Upper Brushy Creek Water Control and Improvement District (WCID) which has been modified to account for development of the Site. The report was prepared by the URS Corporation (Now AECOM) and submitted on Jul 31, 2015. A copy of the WCID report is included with this submittal.

The scope of this report is to provide hydrologic results that demonstrate the development of Heritage Mill South does not cause any additional adverse flooding impacts to downstream properties and that post-development flowrates remain at or below flowrates in the current pre-development condition.

A portion of the project site is within the 100-year and 500-year floodplain according to FEMA panels #48491C0520F and #48491C0675F effective date December 20, 2019. Please reference the Heritage Mill South Floodplain report provided with this submittal.

Section 2 Methodology

2.1 Hydrology

The HEC-HMS 3.5 computer program developed by the Hydrologic Engineering Center of the U.S. Army Corps of Engineers (USACE) is used in this analysis to estimate peak flow rates along Brushy Creek. Peak flow rates are computed along the watercourse for the 50%, 10%, 4%, and 1% annual chance (2-, 10-, 25-, and 100-year) storm events. This section describes the input parameters used in this study. Images of the data inputs and HEC-HMS model is included in **Appendix C** of this report.

2.1.1 Precipitation

Per City of Hutto drainage criteria, the meteorological models have been updated to utilize Frequency Storm events with precipitation depths derived from the Round Rock Drainage Criteria Manual (see Table 1, below).

Table 1: NOAA Atlas 14 Brushy Creek Watershed Centroid Rainfall Depth for selected Durations and Frequencies (inches); AC = Annual Chance

Duration	1-yr	2-yr	5-yr	10-yr	25-yr (4% AC)	50-yr	100-yr (1% AC)	200-yr	500-yr	1000-yr
5-min	0.438	0.520	0.650	0.761	0.921	1.05	1.18	1.32	1.50	1.65
10-min	0.697	0.829	1.040	1.22	1.47	1.68	1.90	2.11	2.38	2.59
15-min	0.879	1.04	1.30	1.52	1.83	2.09	2.35	2.61	2.98	3.25
30-min	1.24	1.47	1.82	2.12	2.55	2.90	3.25	3.63	4.15	4.57
60-min	1.61	1.91	2.39	2.80	3.39	3.85	4.35	4.89	5.66	6.28
2-hr	1.93	2.35	2.99	3.57	4.41	5.11	5.87	6.73	7.99	9.03
3-hr	2.10	2.61	3.36	4.05	5.08	5.94	6.91	8.02	9.65	11.0
6-hr	2.40	3.05	3.98	4.86	6.19	7.32	8.62	10.1	12.3	14.2
12-hr	2.73	3.49	4.58	5.61	7.18	8.53	10.1	11.9	14.6	17.0
24-hr	3.10	3.97	5.20	6.38	8.17	9.70	11.5	13.5	16.7	19.3

2.1.2 Drainage Area

The Heritage Mill South sits entirely within BRC-650, as delineated in the original WCID model. The existing condition (EBRC-650) is the same as the original WCID model. The proposed condition (PBRC-650) is modified for the appropriate drainage area, impervious cover, and time of concentration that results from the development of Heritage Mill South.

See **Appendix A** for the illustration of the drainage area delineations for the **Pre-Development** and the **Post-Development** conditions used in the HEC-HMS models.

2.1.3 *Infiltration Losses*

The U.S. Department of Agriculture Natural Resource Conservation Service (NRCS, formerly the Soil Conservation Service, SCS) has developed a rainfall runoff index, the runoff curve number (CN), which takes into account factors such as soil characteristics, land use/land condition, and antecedent soil moisture to derive a generalized rainfall runoff relationship for a given area. A description of these components and the equations for calculating runoff depth from rainfall are provided below.

The NRCS classifies soils into four hydrologic soil groups: A, B, C and D. These groups indicate the runoff potential of a soil, ranging from a low runoff potential (group A) to a high runoff potential (group D). The CN is estimated for each drainage area based on the information provided in the soil survey of Travis County, Texas.

The NRCS provides runoff curve numbers for three Antecedent Runoff Conditions (ARC): I, II and III. ARC I represents dry soil conditions and ARC III represents saturated soil conditions. ARC II, which represents average soil moisture conditions, is assumed for this analysis. Runoff curve numbers vary from 0 to 100, with the smaller values representing lower runoff potential and the larger values representing higher runoff potential. Impervious cover values are entered separately from CN values into the HEC-HMS model.

There are two factors that play a significant role in the determination of curve numbers, one being the “hydrologic soil group” and the other one being the “land use”. The Upper Brushy Creek Watershed report and model determined that sub-basin BRC-650 contains “B” soils that are described as Pasture-Grass Good. For reference, sub-basin BRC-650 is denoted as drainage area 90 in the report and there are soil and impervious cover exhibits that show this determination.

Drainage areas, curve numbers, and impervious cover percentages for adjacent watersheds were unchanged from the previous study in both the existing and proposed condition. BRC-650 was modified in the proposed condition for the change in area, impervious cover, and time of concentration resulting from the development of Heritage Mill South. The SCS sheets are included in **Appendix B**.

2.1.4 *Unit Hydrograph Method*

A rainfall/runoff transformation is required to convert rainfall excess (total rainfall minus infiltration losses) into runoff from a particular subarea. The frequency storm in HEC-HMS is used in this analysis to generate runoff hydrographs for the subject site under existing and developed conditions. This method requires only one input parameter, lag time (T_{LAG}).

The dimensionless unit hydrograph developed by the NRCS (**Figure 1**) was developed by Victor Mockus and presented in *National Engineering Handbook, Section 4, Hydrology*, published by the U. S. Natural Resource Conservation Service. The dimensionless unit hydrograph has its ordinate values expressed in a dimensionless ratio, q/q_p , and its abscissa values as t/T_p . This unit hydrograph has a

point of inflection approximately 1.7 times the time-to-peak (T_p), and the time-to-peak 0.2 of the time-of-base (T_b) (NRCS 1985).

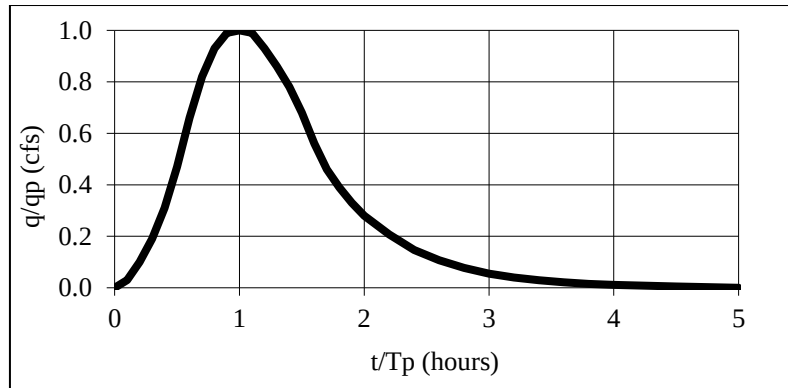


Figure 1. NRCS Unit Hydrograph

Input data for this method consists of a single parameter, T_{LAG} , which is equal to the time (hours) between the center of mass of rainfall excess and the peak of the unit hydrograph (NRCS 1985).

The time-to-peak is computed using the following equation:

$$T_{PEAK} = \Delta t/2 + T_{LAG} \quad \text{Equation 3}$$

Where:

$$\begin{aligned} T_{PEAK} &= \text{time to peak of the unitgraph (hrs)} \\ \Delta t &= \text{computation interval / duration of unit excess (hrs)} \\ T_{LAG} &= \text{watershed lag (hrs)} \end{aligned}$$

The peak flow rate of the unit graph is computed using the following equation:

$$qp = 484A/T_{PEAK} \quad \text{Equation 4}$$

Where:

$$\begin{aligned} qp &= \text{peak flow rate of the unitgraph (cfs/in)} \\ A &= \text{watershed area (sq mi)} \end{aligned}$$

2.1.5 Time of Concentration

The NRCS method assumes that the lag time of a watershed is 60 percent of the watershed's time of concentration. The time of concentration is the time for runoff to travel from the hydraulically most distant point of the watershed to a point of interest within the watershed (NRCS 1985). The time of concentration may be estimated by calculating and summing the travel time for each sub-reach defined by the flow type: sheet flow, shallow concentrated flow, and channelized flow (including roadways and storm sewers). The methods prescribed in the NRCS' Technical Release 55 (TR55) are used to determine the times of concentration for each flow segment in this analysis. The existing time of concentration for EBRC-650 was determined by WCID and remains in the model. Appendix B shows the existing WCID time of concentration for EBRC-650 and the calculated time of concentration for PBRC-650.

Section 3

Hydrologic Results

Tables below compare the pre- vs. post-development flows at two points of analysis: one at the junction of the Site and Brushy Creek, and one further downstream on Brushy Creek at its confluence with Cottonwood Creek.

Table 2: Flow Comparison at J_BRC_650

J_BRC_650 FLOW COMPARISON BY STORM			
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)
2 YR	11,966.50	11,963.70	-2.8
10 YR	31,628.40	31,585.90	-42.5
25 YR	47,824.20	47,745.00	-79.2
100 YR	81,215.30	81,066.80	-148.5

Table 3: Flow Comparison at J_BRC_670

J_BRC_670 (@ COTTONWOOD CREEK JUNCTION) FLOW COMPARISON BY STORM			
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)
2 YR	11,903.20	11,900.40	-2.8
10 YR	31,580.60	31,539.00	-41.6
25 YR	47,773.40	47,693.60	-79.8
100 YR	81,461.70	81,313.90	-147.8

As reflected in the table above, flows in the developed condition are reduced compared to the existing condition when considering how the development interacts with the larger Brushy Creek watershed. Given that the Site occupies a location closer to the junction of the two creeks, reducing the time of concentration of runoff leaving the Site allows said runoff to pass through the adjacent and downstream junctions before the overall watershed reaches its peak – reducing the peak flow.

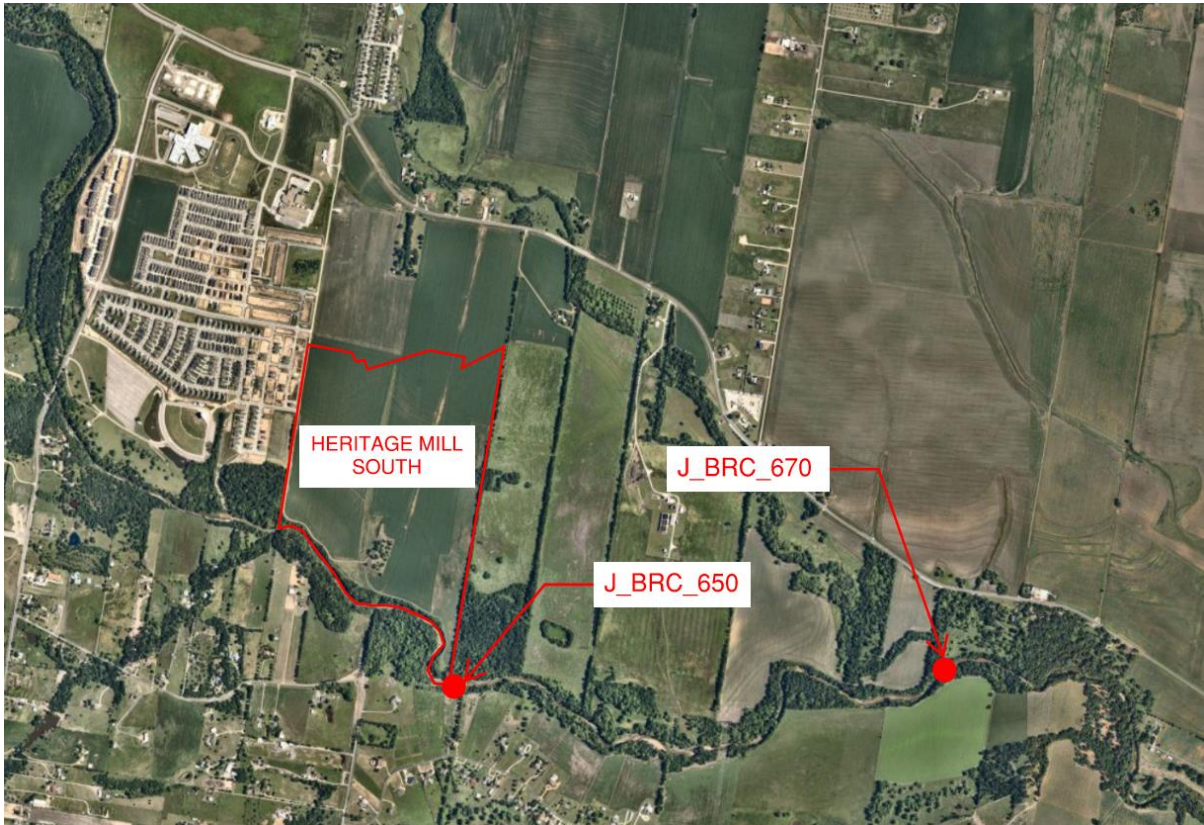
Section 4

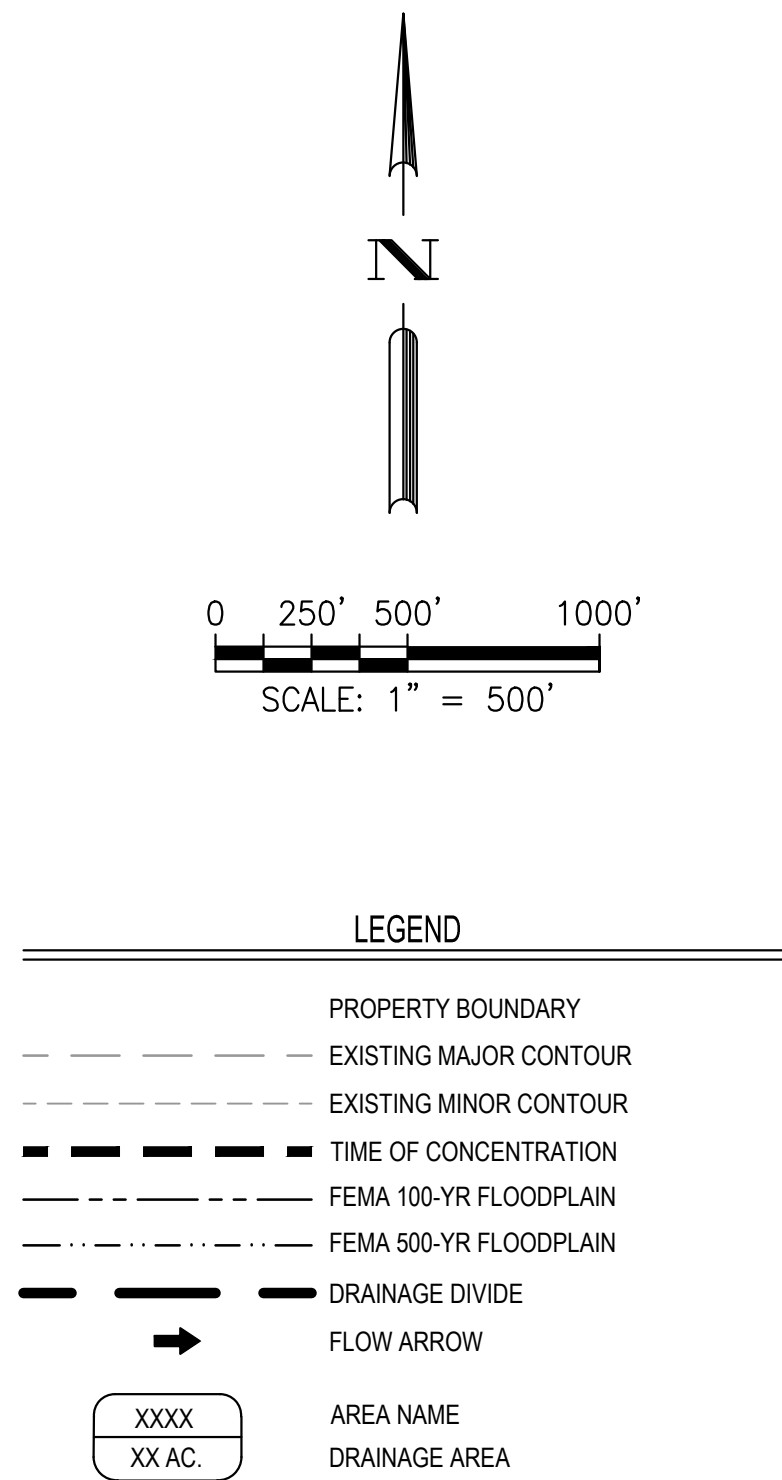
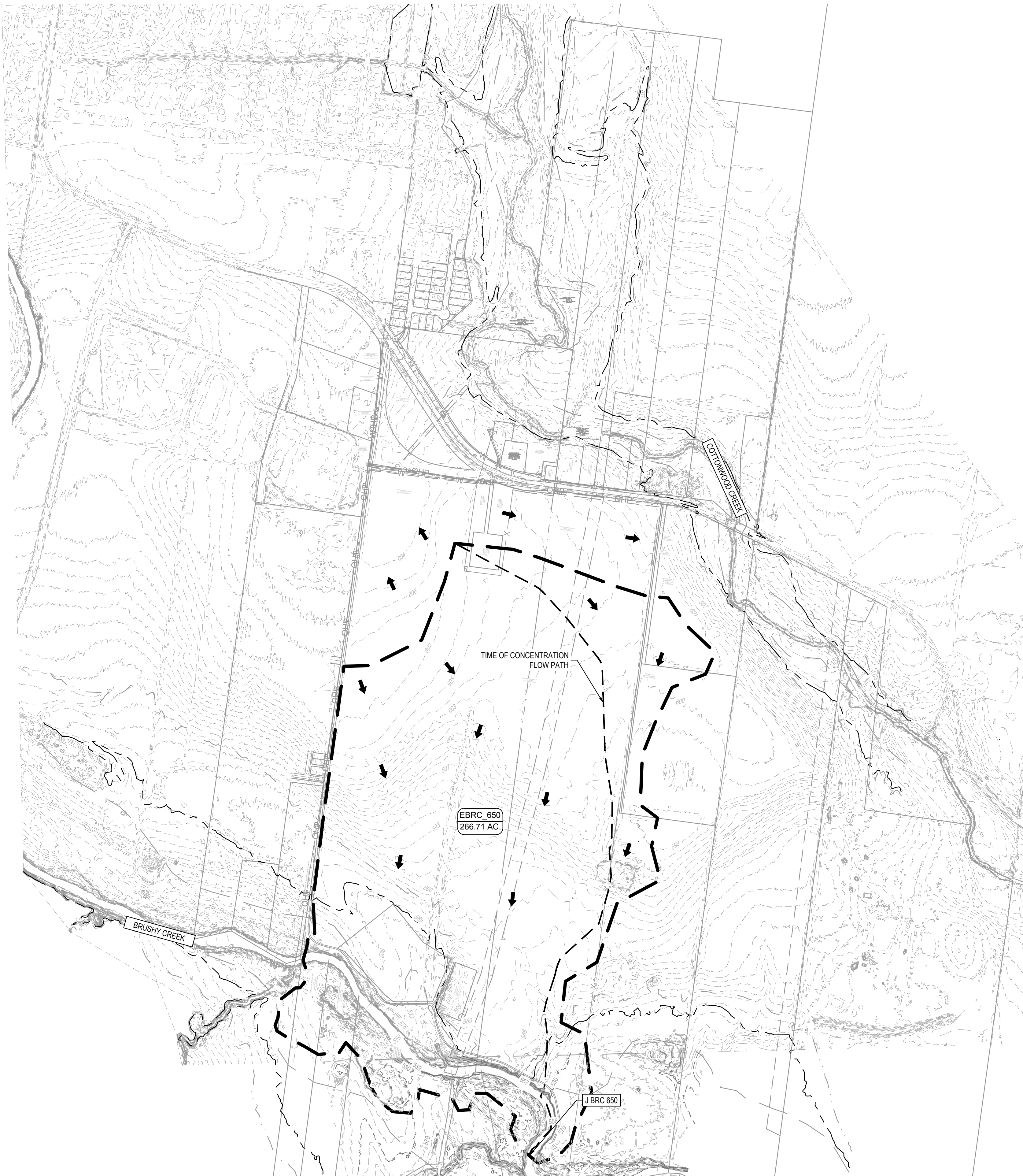
Conclusion

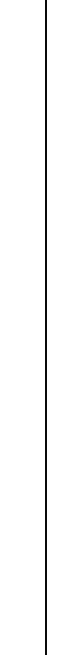
This report includes hydrologic analysis for the pre-and post-developed flow rates at two junction points downstream of the development without detention provided on site. Based on the results of this study, detention facilities are not required to reduce the peak post-developed flow to pre-developed flows. Therefore, Heritage Mill South will participate in the City of Hutto Stormwater Management Program. The results of the study show there are no expected negative impacts to downstream properties along Brushy Creek when developing the site without detention, which is consistent with Williamson County's detention exemption for Brushy Creek and detention exemptions for similarly situated development projects in the immediate area. The outfall locations for the proposed storm network, depicted in **Appendix A**, will either discharge directly into the creek or into channels properly designed with energy dissipators and rip rap as necessary to prevent erosion.

Appendix A Exhibits

Location Map





HERITAGE MILL SOUTH - DRAINAGE STUDY HUTTO, TEXAS	EXISTING HYDROLOGY	 BGE, INC. 101 W. Louis Harris Blvd. Suite 400 Hutto, Texas 77901 TBE Registration No. F-1046 TEL: 512-879-0400 www.bgeinc.com	△	DESIGNED BY:	AMC	DESCRIPTION	DATE	APR
			△	REVIEWED BY:	JAB			
			△	DRAWN BY:	AMC			
			△					
			△					

Appendix B

SCS SHEETS

WORKSHEET FOR SCS HYDROLOGIC PARAMETERS

Site Conditions:	☒	Existing	Project:	HERITAGE MILL SOUTH PRELIM HUTTO DRAINAGE STUDY		
		Proposed	Subarea Number:	EBRC_650		
Off-Site Land Use:	☒	Existing	By:	WCID		
		Proposed	Date:	7/31/2015		

RUNOFF CURVE NUMBER

Soil Group	Land Use or Zoning	Area (acres)	RCN	
B	PASTURE-GRASS GOOD	266.71	61	
	IMPERVIOUS COVER = 0.7%			

Total Area: 266.71 ac 0.4167 sq. mi Weighted RCN = 61.0

TIME OF CONCENTRATION

EBRC_650		
NOTE: SCS AND TC DATA FROM WCID REPORT PROVIDED WITH THIS SUBMITTAL		Total T _L 55.00

WORKSHEET FOR SCS HYDROLOGIC PARAMETERS

Site Conditions:	X	Existing	Project: HERITAGE MILL SOUTH PRELIM HUTTO DRAINAGE STUDY	
		Proposed	Subarea Number: PBRC_650	
Off-Site Land Use:	X	Existing	B_g:	ALU
		Proposed	Date:	10/4/2023

RUNOFF CURVE NUMBER

Soil Group	Land Use or Zoning	Area (acres)	RCN
B	PASTURE-GRASS GOOD (FROM WCID REPORT PROVIDED WITH THIS SUBMITTAL)	266.71	61
	IMPERVIOUS COVER = 35.8%		

Total Area: 270.03 ac 0.4219 sq. mi **Weighted RCN =** 61.0

TIME OF CONCENTRATION

PBRC_650									
ID	Type of Flow	n	Length (ft)	Slope (ft/ft)	Area (sf)	Wet P (ft)	Velocity (fps)	T _t (min)	
	Sheet Flow (P2= 3.97 in.)								
A	Dense Grass	0.24	100	0.02				12.81	
					T _t = 0.42 (nL) ^{0.8} (P2) ^{0.5} S ^{0.4}				
	Shallow Concentrated Flow								
B	Unpaved (grass)		22	0.02	T _t = L		(unpaved)	0.16	
					60*16.1345*S ^{0.5}				
C	Paved (gutter)		182	0.005	T _t = L		(paved)	2.11	
					60*20.3282*S ^{0.5}				
	Channel/Pipe Flow							T _t =L/(60V)	
C	Pipe Flow (*1)		2716	0.0025			7	6.47	
D	Engineered Channel (*2)		3714	0.005			6	10.32	
E	Brushy Creek (natural) (*3)		1692	0.002			14	2.01	
								Total T _c	33.88
								Total T _L	20.33

*1: VELOCITY APPROXIMATED IN FLOWMASTER AS 60" PIPE UNDER FULL FLOW CONDITIONS AT S=0.25%.

*2: VELOCITY APPROXIMATED IN FLOWMASTER AS A 4:1 TRAPEZOIDAL CHANNEL WITH A 10FT BOTTOM AT S=0.5%.

*3: VELOCITY APPROXIMATED IN FLOWMASTER AS A 1:1 TRAPEZOIDAL CHANNEL WITH A 60FT BOTTOM AT S=0.2%.

The modified Upper Brushy Creek WCID model is in HEC-HMS version 3.5 and cannot be converted to HEC-HMS version 4.1. Therefore, images of the model and data inputs are provided at City of Hutto's request:

Met Name: Atlas 14 100-YR	
Probability:	1 Percent
Input Type:	Partial Duration
Output Type:	Annual Duration
Intensity Duration:	5 Minutes
Storm Duration:	1 Day
Intensity Position:	50 Percent
Storm Area (MI2)	
*5 Minutes (IN)	1.1800
*15 Minutes (IN)	2.3500
*1 Hour (IN)	4.3500
*2 Hours (IN)	5.8700
*3 Hours (IN)	6.9100
*6 Hours (IN)	8.6200
*12 Hours (IN)	10.100
*1 day (IN)	11.500
2 Days (IN)	
4 Days (IN)	
7 Days (IN)	
10 Days (IN)	

Met Name: ATLAS 14 25-YR	
Probability:	4 Percent
Input Type:	Partial Duration
Output Type:	Annual Duration
Intensity Duration:	5 Minutes
Storm Duration:	1 Day
Intensity Position:	50 Percent
Storm Area (MI2)	
*5 Minutes (IN)	0.92100
*15 Minutes (IN)	1.8300
*1 Hour (IN)	3.3900
*2 Hours (IN)	4.4100
*3 Hours (IN)	5.0800
*6 Hours (IN)	6.1900
*12 Hours (IN)	7.1800
*1 day (IN)	8.1700
2 Days (IN)	
4 Days (IN)	
7 Days (IN)	
10 Days (IN)	

Met Name: ATLAS 14 10-YR	
Probability:	10 Percent
Input Type:	Partial Duration
Output Type:	Annual Duration
Intensity Duration:	5 Minutes
Storm Duration:	1 Day
Intensity Position:	50 Percent
Storm Area (MI2)	
*5 Minutes (IN)	0.76100
*15 Minutes (IN)	1.5200
*1 Hour (IN)	2.8000
*2 Hours (IN)	3.5700
*3 Hours (IN)	4.0500
*6 Hours (IN)	4.8600
*12 Hours (IN)	5.6100
*1 day (IN)	6.3800
2 Days (IN)	
4 Days (IN)	
7 Days (IN)	
10 Days (IN)	

Met Name: ATLAS 14 2-YR	
Probability:	50 Percent
Input Type:	Partial Duration
Output Type:	Annual Duration
Intensity Duration:	5 Minutes
Storm Duration:	1 Day
Intensity Position:	50 Percent
Storm Area (MI2)	
*5 Minutes (IN)	0.52000
*15 Minutes (IN)	1.0400
*1 Hour (IN)	1.9100
*2 Hours (IN)	2.3500
*3 Hours (IN)	2.6100
*6 Hours (IN)	3.0500
*12 Hours (IN)	3.4900
*1 day (IN)	3.9700
2 Days (IN)	
4 Days (IN)	
7 Days (IN)	
10 Days (IN)	

Image 6: Control Specifications

Control Specifications	
Name: 1 Day Run	
Description:	
*Start Date (ddMMYYYY)	01Jan2000
*Start Time (HH:mm)	00:00
*End Date (ddMMYYYY)	02Jan2000
*End Time (HH:mm)	00:00
Time Interval:	5 Minutes

Images 7-10: EBRC_650 Data Inputs (Existing)

Basin Name: UBC_Existing_All_Dams	
Element Name: EBRC_650	
Description:	
Downstream:	J_BRC_650
*Area (MI2)	0.4167
Canopy Method:	--None--
Surface Method:	--None--
Loss Method:	SCS Curve Number
Transform Method:	SCS Unit Hydrograph
Baseflow Method:	--None--

Basin Name: UBC_Existing_All_Dams
Element Name: EBRC_650

Initial Abstraction (IN)

*Curve Number:

*Impervious (%)

Basin Name: UBC_Existing_All_Dams
Element Name: EBRC_650

Graph Type:

*Lag Time (MIN)

Basin Name: UBC_Existing_All_Dams
Element Name: EBRC_650

Observed Flow:

Observed Stage:

Observed SWE:

Elev-Discharge:

Ref Flow (CFS)

Ref Label:

Images 11-14: JBRC_650 NOAA Atlas 14 Flow Results (Existing)

Summary Results for Junction "J_BRC_650"

Project: UBC-HOME
Simulation Run: ATLAS 14 2-Yr EX Junction: J_BRC_650

Start of Run: 01Jan2000, 00:00 Basin Model: UBC_Existing_All_Dams
End of Run: 02Jan2000, 00:00 Meteorologic Model: ATLAS 14 2-YR
Compute Time: 06Oct2023, 11:22:38 Control Specifications: 1 Day Run

Volume Units: ☒ IN ☐ AC-FT

Computed Results

Peak Outflow : 11966.5 (CFS) Date/Time of Peak Outflow : 01Jan2000, 14:25
Total Outflow : 0.60 (IN)

Summary Results for Junction "J_BRC_650"

Project: UBC-HOME
Simulation Run: ATLAS 14 10-Yr EX Junction: J_BRC_650

Start of Run: 01Jan2000, 00:00 Basin Model: UBC_Existing_All_Dams
End of Run: 02Jan2000, 00:00 Meteorologic Model: ATLAS 14 10-YR
Compute Time: 06Oct2023, 11:24:59 Control Specifications: 1 Day Run

Volume Units: ☒ IN ☐ AC-FT

Computed Results

Peak Outflow : 31628.4 (CFS) Date/Time of Peak Outflow : 01Jan2000, 14:15
Total Outflow : 1.50 (IN)

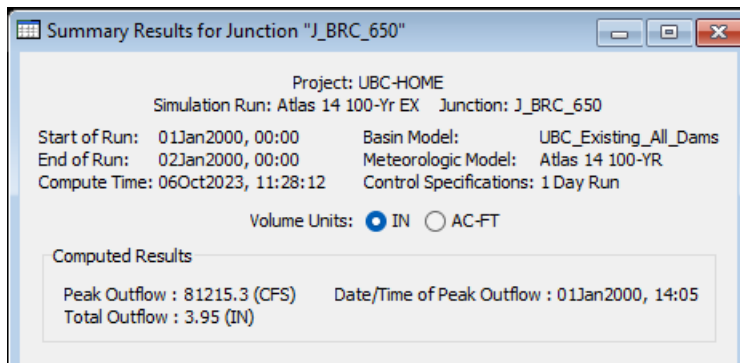
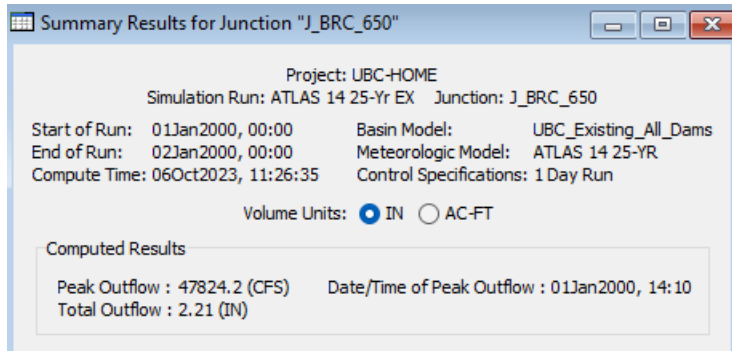
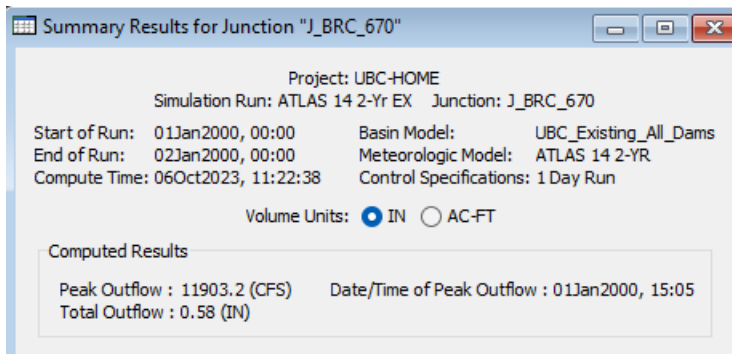


Image 15-18: JBRC_670 NOAA Atlas 14 Flow Results (Existing)



Summary Results for Junction "J_BRC_670"

Project: UBC-HOME
Simulation Run: ATLAS 14 10-Yr EX Junction: J_BRC_670

Start of Run: 01Jan2000, 00:00 Basin Model: UBC_Existing_All_Dams
End of Run: 02Jan2000, 00:00 Meteorologic Model: ATLAS 14 10-YR
Compute Time: 06Oct2023, 11:24:59 Control Specifications: 1 Day Run

Volume Units: ☒ IN ☐ AC-FT

Computed Results

Peak Outflow : 31580.6 (CFS) Date/Time of Peak Outflow : 01Jan2000, 14:45
Total Outflow : 1.47 (IN)

Summary Results for Junction "J_BRC_670"

Project: UBC-HOME
Simulation Run: ATLAS 14 25-Yr EX Junction: J_BRC_670

Start of Run: 01Jan2000, 00:00 Basin Model: UBC_Existing_All_Dams
End of Run: 02Jan2000, 00:00 Meteorologic Model: ATLAS 14 25-YR
Compute Time: 06Oct2023, 11:26:35 Control Specifications: 1 Day Run

Volume Units: ☒ IN ☐ AC-FT

Computed Results

Peak Outflow : 47773.4 (CFS) Date/Time of Peak Outflow : 01Jan2000, 14:35
Total Outflow : 2.17 (IN)

Summary Results for Junction "J_BRC_670"

Project: UBC-HOME
Simulation Run: Atlas 14 100-Yr EX Junction: J_BRC_670

Start of Run: 01Jan2000, 00:00 Basin Model: UBC_Existing_All_Dams
End of Run: 02Jan2000, 00:00 Meteorologic Model: Atlas 14 100-YR
Compute Time: 06Oct2023, 11:28:12 Control Specifications: 1 Day Run

Volume Units: ☒ IN ☐ AC-FT

Computed Results

Peak Outflow : 81461.7 (CFS) Date/Time of Peak Outflow : 01Jan2000, 14:25
Total Outflow : 3.86 (IN)

Basin Name: UBC_Proposed_All_Dams	
Element Name: PBRC_650	
Description:	
Downstream:	J_BRC_650
*Area (MI2)	0.4219
Canopy Method:	--None--
Surface Method:	--None--
Loss Method:	SCS Curve Number
Transform Method:	SCS Unit Hydrograph
Baseflow Method:	--None--

Basin Name: UBC_Proposed_All_Dams	
Element Name: PBRC_650	
Initial Abstraction (IN)	
*Curve Number:	61
*Impervious (%)	35.8

Basin Name: UBC_Proposed_All_Dams	
Element Name: PBRC_650	
Graph Type:	Standard
*Lag Time (MIN)	20.33

Basin Name: UBC_Proposed_All_Dams
Element Name: PBRC_650

Observed Flow:	--None--	
Observed Stage:	--None--	
Observed SWE:	--None--	
Elev-Discharge:	--None--	
Ref Flow (CFS)		
Ref Label:		

Images 24-27: JBRC_650 NOAA Atlas 14 Flow Results (Proposed)

Summary Results for Junction "J_BRC_650"

Project: UBC-HOME
Simulation Run: ATLAS 14 2-Yr PR Junction: J_BRC_650

Start of Run: 01Jan2000, 00:00 Basin Model: UBC_Proposed_All_Dams
End of Run: 02Jan2000, 00:00 Meteorologic Model: ATLAS 14 2-YR
Compute Time: 06Oct2023, 11:30:41 Control Specifications: 1 Day Run

Volume Units: ☒ IN ☐ AC-FT

Computed Results

Peak Outflow : 11963.7 (CFS) Date/Time of Peak Outflow : 01Jan2000, 14:25
Total Outflow : 0.60 (IN)

Summary Results for Junction "J_BRC_650"

Project: UBC-HOME
Simulation Run: ATLAS 14 10-Yr PR Junction: J_BRC_650

Start of Run: 01Jan2000, 00:00 Basin Model: UBC_Proposed_All_Dams
End of Run: 02Jan2000, 00:00 Meteorologic Model: ATLAS 14 10-YR
Compute Time: 06Oct2023, 11:32:25 Control Specifications: 1 Day Run

Volume Units: ☒ IN ☐ AC-FT

Computed Results

Peak Outflow : 31585.9 (CFS) Date/Time of Peak Outflow : 01Jan2000, 14:15
Total Outflow : 1.51 (IN)

Summary Results for Junction "J_BRC_650"

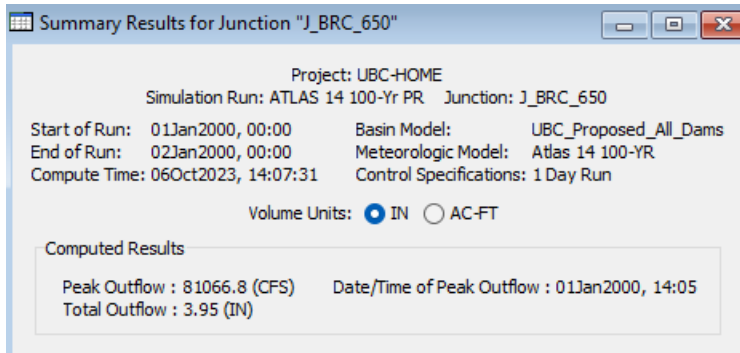
Project: UBC-HOME
Simulation Run: ATLAS 14 25-Yr PR Junction: J_BRC_650

Start of Run: 01Jan2000, 00:00 Basin Model: UBC_Proposed_All_Dams
End of Run: 02Jan2000, 00:00 Meteorologic Model: ATLAS 14 25-YR
Compute Time: 06Oct2023, 11:34:40 Control Specifications: 1 Day Run

Volume Units: ☒ IN ☐ AC-FT

Computed Results

Peak Outflow : 47745.0 (CFS) Date/Time of Peak Outflow : 01Jan2000, 14:10
Total Outflow : 2.22 (IN)



Images 28-31: JBRC_670 NOAA Atlas 14 Flow Results (Proposed)

