



City of Hutto

Agenda

Planning and Zoning Commission

Tuesday, May 4, 2021 at 7:00 PM

City 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. AGENDA ITEMS

- 4.1. Consideration and possible action on the meeting minutes from the regular scheduled Planning and Zoning Commission Meeting held on April 6, 2021.
- 4.2. Consideration of a public hearing and possible recommendation on the proposed Gola Preliminary Plat, 197.83 acres, more or less, of land, 576 residential lots, located on FM 1660 South.
- 4.3. Consideration of a public hearing and possible recommendation on the proposed zoning change request for Aspen Heights Planned Unit Development (PUD), 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.

5. DEVELOPMENT SERVICES DIRECTOR REPORT

6. ADJOURNMENT

7. CERTIFICATION

I certify that this notice of the 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 DATE 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@huttotx.gov or call (512) 759-4033 for assistance.

City Council **AGENDA ITEM REPORT**



To: City Council
Subject: Consideration and possible action on the meeting minutes from the regular scheduled Planning and Zoning Commission Meeting held on April 6, 2021.
Meeting: Tuesday, May 4, 2021
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Planning and Zoning meeting minutes 4.6.2021



City of Hutto

Minutes

Planning and Zoning Commission

Tuesday, April 6, 2021 at 7:00 PM

City Council Chambers

1. **CALL SESSION TO ORDER**

Chair Tony Wertz called meeting to order at 7:00 PM.

2. **ROLL CALL**

Members of the Planning and Zoning Commission in attendance were: Tony Wertz, Randal Clark, Rick Hudson, Susanna Boyer, Jerica Lawyer and James Weaver. John Klein was not in attendance.

3. **PUBLIC COMMENT**

Lucas Evans spoke in reference to item 4.2 stating that the lot next to his house he heard rumor that Lennar sold it to a school. This area is prone to flooding with 3 creeks that meet.

4. **AGENDA ITEMS**

- 4.1. Consideration and possible action on the meeting minutes from the regular scheduled Planning and Zoning Commission Meeting held on March 2, 2021.

Commissioner Susanna Boyer made a motion to accept the meeting minutes from the regular scheduled Planning and Zoning Commission Meeting held on March 2, 2021 as recommended, Seconded by Commissioner Randal Clark. Motion passed 6 Ayes to 0 Nays.

- 4.2. Consideration and possible recommendation on the proposed Cottonwood Creek Phase 2 Final Plat, 22.725 acres, more or less, of land, 101 single-family lots, located on Branson Boulevard.

Commissioner Randal Clark made a motion to accept staff recommendation on the proposed Cottonwood Creek Phase 2 Final Plat, 22.725 acres, more or less, of land, 101 single-family lots, located on Branson Boulevard as recommended, seconded by Commissioner Rick Hudson. Motion passed 6 Ayes to 0 Nays.

- 4.3. Consideration and possible recommendation on the proposed Hutto Crossing Industrial Park Lot 2 Block A Replat, 9.745 acres, more or less, of land, 2 commercial lots, located on Park Central Drive.

Commissioner Susanna Boyer made a motion to accept staff recommendation on the proposed Hutto Crossing Industrial Park Lot 2 Block A Replat, 9.745 acres, more or less, of land, 2 commercial lots, located on Park Central Drive as recommended, seconded by Commissioner Rick Hudson. Motion passed 6 Ayes to 0 Nays.

- 4.4. Consideration and possible recommendation on the proposed Southgate Phase 3 Final Plat, 36.291 acres, more or less, of land, 149 single-family lots, located on Kaatz Lane

Commissioner Rick Hudson made a motion to accept staff recommendation on the proposed Southgate Phase 3 Final Plat, 36.291 acres, more or less, of land, 149 single-family lots, located on Kaatz Lane with recommendation that plat numbers be added prior to recordation, seconded by Commissioner Susanna Boyer. Motion passed 6 Ayes to 0 Nays.

- 4.5. Consideration and possible recommendation on the proposed Star Ranch Commercial Block C Lot 4 Final Plat, 1.66 acres, more or less, of land, 1 commercial lot, located on Star Ranch Boulevard.

Commissioner Susanna Boyer made a motion to accept staff recommendation on the proposed Star Ranch Commercial Block C Lot 4 Final Plat, 1.66 acres, more or less, of land, 1 commercial lot, located on Star Ranch Boulevard as written, seconded by Commissioner Jerica Lawyer. Motion passed 6 Ayes to 0 Nays.

- 4.6. Consideration and possible recommendation on the proposed Wilco Ranch Phase 2 Section 2 Final Plat, 25.236 acres, more or less, of land, 136 single-family lots, located on CR 119 (Ed Schmidt Boulevard).

Commissioner Randal Clark made a motion to accept recommendation on the proposed Wilco Ranch Phase 2 Section 2 Final Plat, 25.236 acres, more or less, of land, 136 single-family lots, located on CR 119 (Ed Schmidt Boulevard) with recommendation that plat numbers be added prior to recordation, seconded by Commissioner Susanna Boyer. Motion passed 6 Ayes to 0 Nays.

- 4.7. Consideration and possible recommendation on the proposed Wilco Ranch Section 3 Phase 2 Final Plat, 12.530 acres, more or less, of land, 65 single-family lots, located on CR 119 (Ed Schmidt Boulevard).

Commissioner Susanna Boyer made a motion to accept staff recommendation on the proposed Wilco Ranch Section 3 Phase 2 Final Plat, 12.530 acres, more or less, of land, 65 single-family lots, located on CR 119 (Ed Schmidt Boulevard) with the recommendation that plat numbers be added prior to recordation, seconded by Commissioner Rick Hudson. Motion passed 6 Ayes to 0 Nays.

- 4.8. Consideration of a public hearing and possible recommendation on the proposed Unified Development Code (2020 Edition, as amended), ordinance amendment to the Code of Ordinances (2014 Edition, as amended), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 4, Section 10.403, Bulk, Setbacks and Buffers.

Chair Tony Wertz opened to public at 7:56 PM closed at 7:57 PM. Commissioner Susanna Boyer made a motion to accept recommendation on the proposed Unified Development Code (2020 Edition, as amended), ordinance amendment to the Code of Ordinances (2014 Edition, as amended), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 4, Section 10.403, Bulk, Setbacks and Buffers with exception of garage bays to be removed, seconded by Commissioner Jerica Lawyer. Motion Passed 6 Ayes to 0 Nays.

- 4.9. Consideration of a public hearing and possible recommendation on zoning change

request for Chandler Corner Lots 2 and 4 from Single Family Rural (SF-R) to Industrial (I).

Chair Tony Wertz opened to public at 8:34 PM closed at 8:34 PM. Commissioner Randal Clark made a motion to accept recommendation on zoning change request for Chandler Corner Lots 2 and 4 from Single Family Rural (SF-R) to Industrial (I) as written, Seconded by Commissioner Susanna Boyer. Motion passed 6 Ayes to 0 Nays.

5. DEVELOPMENT SERVICES DIRECTOR REPORT

6. ADJOURNMENT

Having no further business Chair Tony Wertz adjourned meeting at 8:56PM.

Chair

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration of a public hearing and possible recommendation on the proposed Gola Preliminary Plat, 197.83 acres, more or less, of land, 576 residential lots, located on FM 1660 South.
Meeting: Tuesday, May 4, 2021
Department: Development Services
Staff Contact: Ashby Grundman

BACKGROUND INFORMATION:

The proposed Gola Preliminary Plat is approximately 197.83 acres of land and 576 single-family residential lots. This proposed plat is east of the Wallin MUD and west of the South Wastewater Treatment Plant.

Current Zoning:

The owner has submitted a petition for annexation with a base zoning SF-1 with a Development Agreement.

Surrounding Zoning:

North: Extra-territorial Jurisdiction (Development Agreement)

East: South Wastewater Treatment Plant

South: Extra-territorial Jurisdiction (residential)

West: Wallin MUD (Residential)

SUMMARY OF REQUEST:

The proposed Preliminary Plat is comprised of 576 single-family lots, 15 open space lots, and one amenity lot for a total of 592 lots. The proposed lot breakdown is as follows:

- 395 45-foot wide lots,
- 155 50-foot wide lots and
- 26 60-foot wide lots.

STAFF REVIEW:

Staff recommends that the Planning and Zoning Commission recommend approval of the Preliminary Plat to City Council.

City Council
AGENDA ITEM REPORT



FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

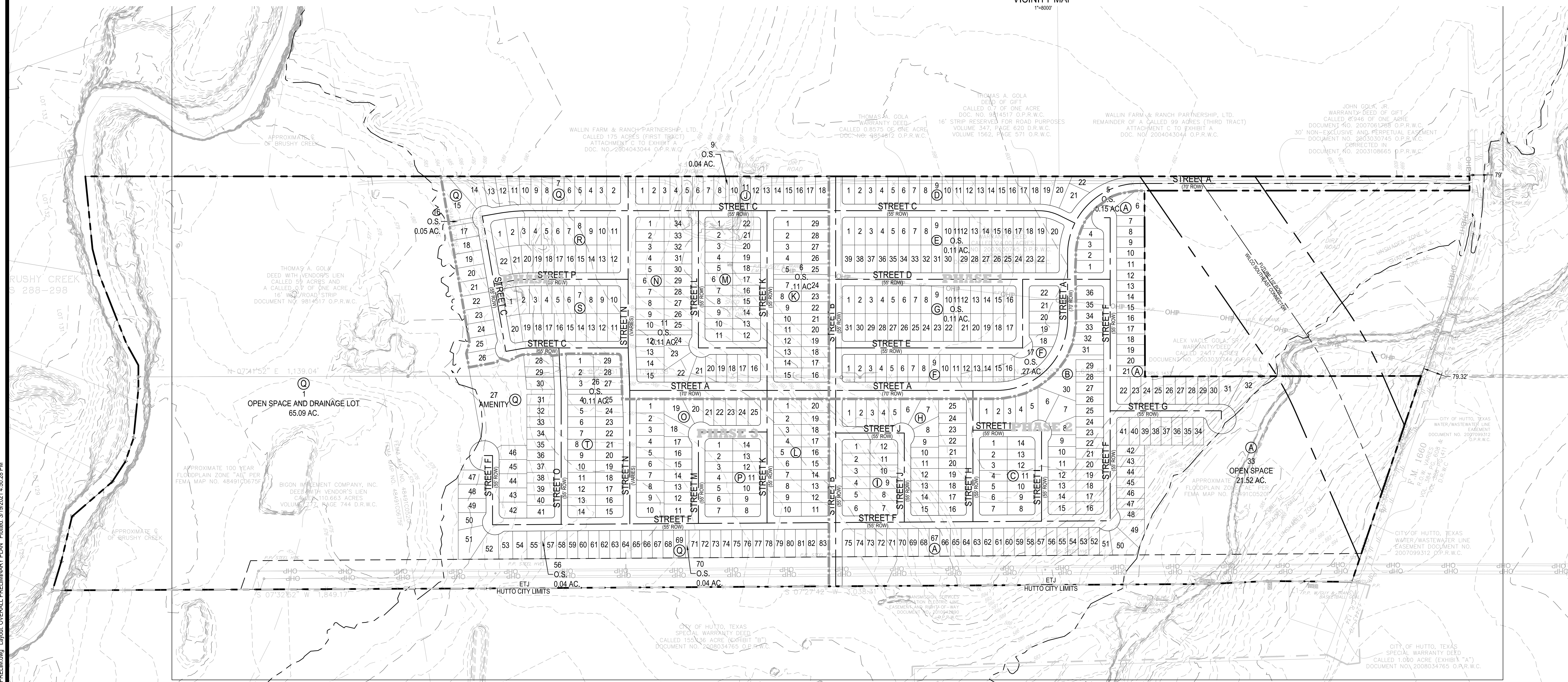
ATTACHMENTS:

1. 2021_03_19_GOLA PRELIM
2. R-2021-052 Dev. Agreement WMV 1660 LLC 4-1-21 EXECUTED -PNDING CTY RECORDING

LEGEND

	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED SIDEWALK
	PROPOSED EASEMENT
	PROPOSED LOT NUMBER
	CITY LIMITS

SUITE 1000
AUSTIN, TEXAS 78744



LOT COUNT		
LOT SIZE	# LOTS	PERCENTAGE
45'	395	66.7%
50'	155	26.2%
60'	26	4.4%
O.S.	15	2.5%
AMENITY	1	0.2%
TOTAL	592	100%

TOTAL BLOCKS : 20
TOTAL SITE = 197.83 AC
RIGHT OF WAY = 31.09 AC

STREET TABLE							
STREET NAME	ROW WIDTH	STREET WIDTH	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
STREET A	70'-0"	30'-0"	30	C&G	COLLECTOR	PUBLIC	4166
STREET B	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	1732
STREET C	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	3614
STREET D	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	1160
STREET E	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	1080
STREET F	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	4244
STREET G	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	505
STREET H	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	555
STREET I	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	675
STREET J	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	667
STREET K	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	1320
STREET L	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	870
STREET M	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	677
STREET N	VARIABLES	VARIABLES	VARIABLES	C&G	VARIABLES	PUBLIC	1469
						(TOTAL LF)	22734
						(ROW AC)	31.09

- 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 BE AS SHOWN ON SHEET 2.
 3. A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
 4. A 5' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
 5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
 6. SIDEWALKS AND TREES SHALL BE CONSTRUCTED ON BOTH SIDE OF ALL STREETS WITHIN AND ADJACENT TO THIS SUBDIVISION.
 7. IN ORDER TO PROMOTE DRAINAGE FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BY 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. ALL STRUCTURES ADJACENT TO FLOODPLAIN SHALL HAVE THE LOWEST FINISH FLOOR ELEVATION 2 FEET ABOVE THE BASE FLOOD ELEVATION.
 8. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE
WATER CITY OF HUTTO
WASTEWATER CITY OF HUTTO
ELECTRIC ONCOR
GAS ATOMS
 9. THERE ARE AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YR FLOODPLAIN AS DEFINED BY FEMA PANEL NO. 48491C0520F - DATE 12-20-19, 48491C0675F - DATE 12-20-19. NO WORK THAT REQUIRES CLOMPL/CMR SHALL COMMENCE UNTIL APPROVED BY FEMA. AMENITY AND OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 11. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
 12. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 65%.
 13. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
 14. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF 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.
 15. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WIDE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FRR LINE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SEC. D103.6.1/D103.6.2).

[illegible]

DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ



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

GOLA PRELIM
HUTTO, TEXAS

OVERALL PRELIMINARY PLAN

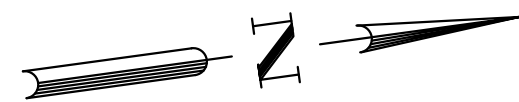
SUBMITTAL DATE: 09-17-2020



SHEET
1 OF 7

GOLA
PRELIMINARY PLAT

WALLIN FARM & RANCH PARTNERSHIP, LTD.
CALLED 175 ACRES (FIRST TRACT)
ATTACHMENT C TO EXHIBIT A
DOC. NO. 2004043044 Q.P.R.W.C.

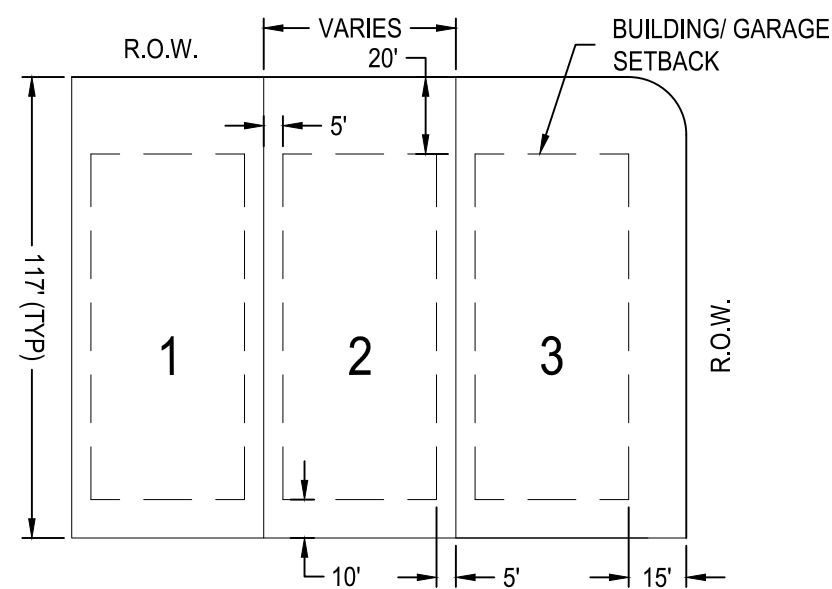


0 50' 100' 200'
SCALE: 1" = 100'
LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED SIDEWALK
- PROPOSED EASEMENT
- PROPOSED LOT NUMBER
- CITY LIMITS

NOTES:

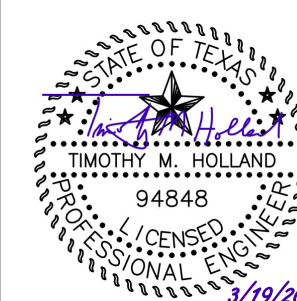
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- A 5' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
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- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
 - WATER CITY OF HUTTO
 - WASTEWATER CITY OF HUTTO
 - ELECTRIC ONCOR
 - GAS ATMOS
- THERE ARE AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YR FLOODPLAIN AS DEFINED BY FEMA PANEL NO. 48491C0520F - DATE: 12-20-19 48491C0875F - DATE: 12-20-19.
- AMENITY AND OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
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TYP. LOT LAYOUT DIAGRAM

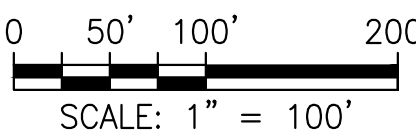
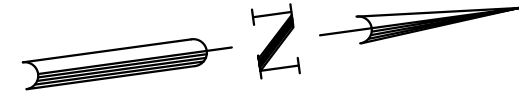
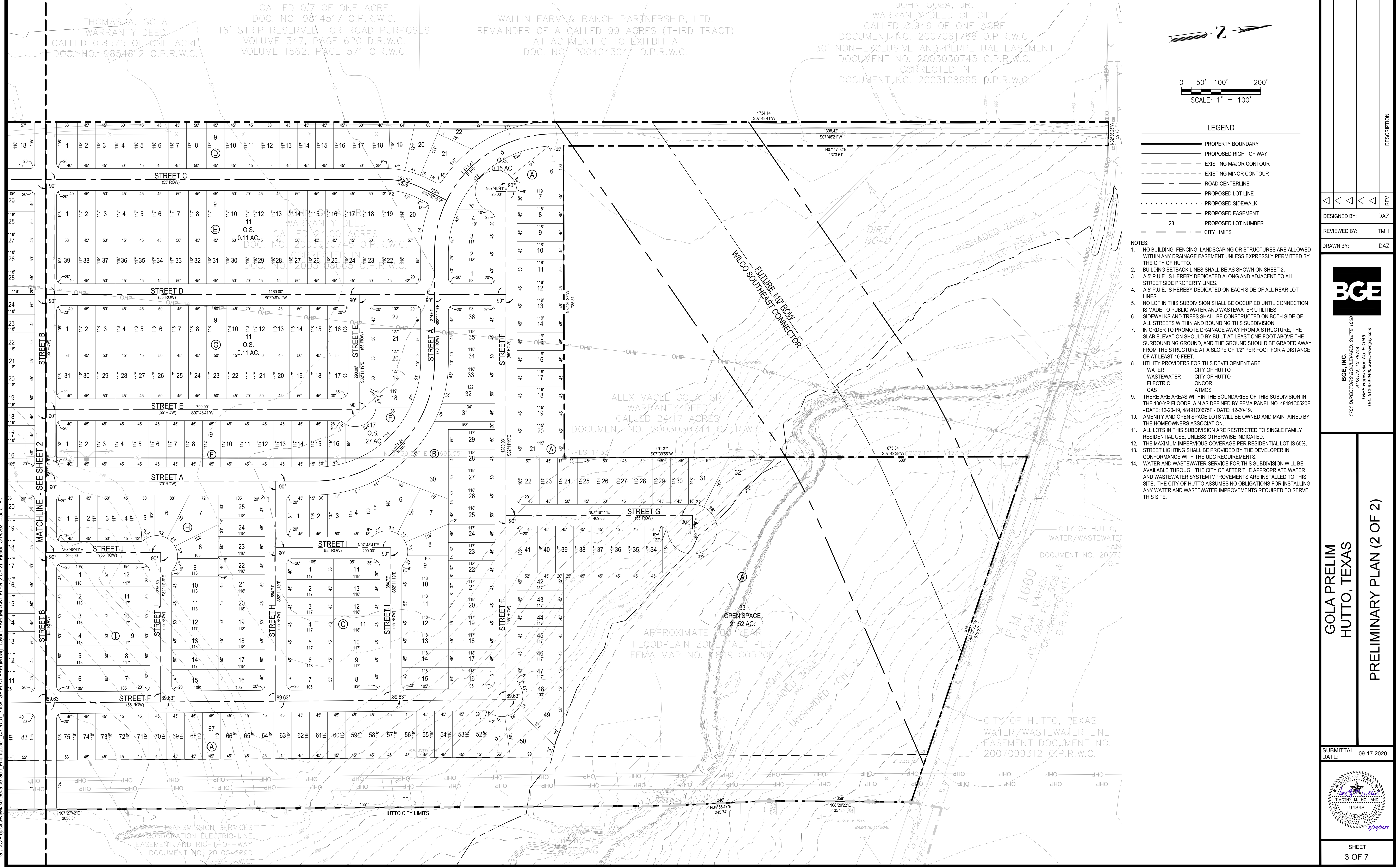
GOLA PRELIM
HUTTO, TEXAS
PRELIMINARY PLAN (1 OF 2)

SUBMITTAL
DATE: 09-17-2020



SHEET
2 OF 7

GOLA
PRELIMINARY PLAT



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED SIDEWALK
	PROPOSED EASEMENT
	PROPOSED LOT NUMBER
	CITY LIMITS

- NOTES:
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WATER CITY OF HUTTO
WASTEWATER CITY OF HUTTO
ELECTRIC ONCOR
GAS ATMOS
 - THERE ARE AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YR FLOODPLAIN AS DEFINED BY FEMA PANEL NO. 48491C0520F - DATE: 12-20-19. 48491C0875P - DATE: 12-20-19.
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DATE	APR
REV	
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ

BGE INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBE Registration No. F-1046
TEL: 712-679-0400 www.bgeenergy.com

**GOLA PRELIM
HUTTO, TEXAS**

PRELIMINARY PLAN (2 OF 2)

SUBMITTAL DATE: 09-17-2020

SHEET
3 OF 7

G:\TXC\Projects\WayMaker\8009\Gola_Prelim\DWG Layout PRELIMINARY PLAN (2 OF 2).DWG, Plotted: 3/19/2021 4:50:51 PM

GOLA

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 110.56 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291; BEING ALL OF A CALLED 110.663 ACRE TRACT OF LAND, AS CONVEYED UNTO BIGON IMPLEMENT COMPANY, INC IN VOLUME 777, PAGE 744, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 110.56 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Page 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the common corner of said 110.663 acre tract and a called 24.17 acre tract of land as conveyed unto Alex Vacle Gola Sr. in Document Number 2003030744 of the Official Public Records of Williamson County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 63°36'25" E, coincident with the common line of the 110.663 acre tract and the south right-of-way line of F.M. 1660, a distance of 918.01 feet to a 1/2-inch iron rod found at the common corner of the 110.663 acre tract and a called 1.000 acre tract of land (Exhibit "A") as conveyed unto the City of Hutto, Texas as recorded in Document Number 2008034765 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE, S 8°20'22" W, departing said common line, coincident with the common line of the 110.663 acre tract, and said 1.000 acre tract, passing at a distance of a distance of 265.54 the common corner of the 1.000 acre tract and a called 155.136 acre tract of land (Exhibit "B") also conveyed unto the City of Hutto in the aforementioned Document Number 20080334765, and continuing coincident with the common line of 110.663 acre tract and said 155.136 acre tract, a total distance of 357.53 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;

THENCE, coincident with the common line of the 110.663 acre tract and said 155.136 acre tract, the following three (3) courses:

- 1) S 45°54'47" W, a distance of 245.74 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 7°27'42" W, a distance of 3,038.31 feet to a 1/2-inch iron rod found for a corner of the herein described tract;
- 3) S 7°32'52" W, a distance of 1,849.17 feet to a calculated point on the north line of The Lookout At Brushy Creek Subdivision as recorded in Cabinet "Q", Slides 288-298 of the Plat Records of Williamson County, Texas, being the existing centerline of Brushy Creek at the common corner of the 110.663 acre tract and said 155.136 acre tract, for the southeasterly corner of the herein described tract;

THENCE, coincident with the common line of the 110.56 acre tract and said Lookout at Brushy Creek, being along the meanders of the existing centerline of Brushy Creek, the following seven (7) courses:

- 1) N 65°25'37" W, a distance of 125.85 feet to a calculated point for an angle point of the herein described tract;
- 2) N 68°44'14" W, a distance of 197.02 feet to a calculated point for an angle point of the herein described tract;
- 3) N 33°01'15" W, a distance of 224.53 feet to a calculated point for an angle point of the herein described tract;
- 4) N 49°09'39" W, a distance of 101.83 feet to a calculated point for an angle point of the herein described tract;
- 5) N 62°50'43" W, a distance of 104.77 feet to a calculated point for an angle point of the herein described tract;
- 6) N 76°34'16" W, a distance of 209.29 feet to a calculated point for an angle point of the herein described tract;
- 7) N 82°19'07" W, a distance of 51.03 feet to a calculated point at the common corner of the 110.663 acre tract and a called 59 acre tract of land as conveyed unto Thomas A. Gold in Document Number 9814517 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

THENCE, N 7°41'52" E, departing said common line, coincident with the common line of the 110.663 acre tract and said 59 acre tract, a distance of 1,139.04 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;

THENCE, N 75°51' E, C, continuing coincident with said common line, passing at a distance of 1,832.08 feet a 1/2-inch iron rod with a cap stamped "BGE, INC" set at the common corner of the 59 acre tract and a called 24.00 acre tract of land as conveyed unto John Gola Jr. in Document Number 2003030745 and corrected in Document Number 2003108665 both recorded in the Official Public Records of Williamson County, Texas, and continuing coincident with the common line to 110.67 acre tract and said 24.00 acre tract, a total distance of 1,910.38 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;

THENCE, N 7°39'55" E, continuing coincident with the common line of the 110.663 acre tract and the 24.00 acre tract, passing at a distance of 1,204.18 feet a 1/2- inch iron rod with a cap stamped "RPLS 1433" found at the common corner of the 24.00 acre tract and the aforementioned 24.17

acre tract, and continuing coincident with the common line of the 110.663 acre tract and said 24.17 acre tract a total distance of 1,695.55 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set for an angle point the herein described tract;

THENCE, N 7°55'13" E, continuing coincident with said common line, a distance of 201.76 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set for an angle point of the herein described tract;

THENCE, North 7°37'16" East, continuing coincident with said common line, a distance of 473.58 feet to the POINT OF BEGINNING and containing 110.56 acres of land, more or less.

LEGAL DESCRIPTION:

FIELD NOTES FOR A 25.01 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291; BEING: AND ALL OF A CALLED 24.00 ACRE TRACT OF LAND AS CONVEYED BY UNTO JOHN GOLA, JR. IN DOCUMENT NUMBER 2003030745, AND CORRECTED IN DOCUMENT NUMBER 2003108665 AND ALL OF A CALLED 0.946 OF ONE ACRE TRACT OF LAND AS CONVEYED BY UNTO JOHN GOLA, JR. IN DOCUMENT NUMBER 2007061788, ALL OF WHICH IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 25.01 ACRE TRACT OF LAND BEING MOREOVER PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of F.M. 1660 (R.O.W. - Varies), as described in Volume 384, Page 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the common corner of said 0.946 of one acre tract and a called 0.8575 of one acre tract of land as conveyed unto Thomas A. Gola in Document Number 9854812 of the Official Public Records of Williamson County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 82°46'22" E, coincident with the common line of the 0.946 of one acre tract and said south right-of-way line of F.M. 1661, a distance of 11.57 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set at the beginning of a non-tangent curve of the herein described tract;

THENCE, curving to the right, continuing coincident with said common line, with a radius of 1,099.88 feet, an arc length of S 82.43°46" E, and a chord distance of 18.43 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set at the common corner of the 0.946 of one acre tract and the remaining portion of a called 24.17 acre tract of land as conveyed unto the said Veda G. Sr. in Document Number 200303744 of the Official Public Records of Williamson County, Texas, for the end of this curve and northeasterly corner of the herein described tract;

THENCE, S 07°47'02" W, depart said common line, coincident with the common line 0.946 of one acre tract and said remaining portion of the 24.17 acre tract, a distance of 1,373.61 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set on the north line of the aforementioned 24.00 acre tract of land, at the common corner of the 0.946 of one acre tract and the remaining portion of the 24.17 acre tract for a re-entrant corner of the herein described tract;

THENCE, S 82°20'27" E, coincident with the common line of the 24.00 acre tract and the remaining portion of the 24.17 acre tract, a distance of 785.51 feet to a 1/2-inch iron rod with a cap stamped "RPLS 1433" found on the west line of a called 110.663 acre tract of land as conveyed unto Bigon Implement Company, Inc. in Volume 777, Page 744, of the Deed Records of Williamson County, Texas, at the common corner of the 24.00 acre tract and the remaining portion of the 24.17 acre tract for an easterly corner of the herein described tract;

THENCE, S 07°39'55" W, coincident with the common line of the 24.00 acre tract and said 110.663 acre tract, a distance of 1,204.18 feet to a 1/2-inch iron rod found, for an angle point of the herein described tract;

THENCE, S 07°55'51" W, continuing coincident with said common line, a distance of 78.30 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set at the common corner of the 24.00 acre tract and a called 59 acre tract of land as conveyed unto Thomas A. Gola in document number 9814517 of the Official Public Records of Williamson County, Texas for the southeasterly corner of the herein described tract;

THENCE, N 82°27'45" W, coincident with the common line of the 24.00 acre tract and said 59 acre tract, a distance of 817.81 feet to a 1/2-inch iron rod found at the common corner of the 24.00 acre tract and the aforementioned 0.8575 of one acre tract for the southwesterly corner of the herein described tract;

THENCE, N 07°47'02" E, coincident with the common line of the 24.00 acre tract and the 0.8575 of one acre tract, passing at a distance of 1,284.29 feet a 1/2-inch iron rod with a cap stamped "RPLS 1433" found at the common corner of the 24.00 acre tract and the aforementioned 0.946 of one acre tract, and continuing coincident with the common line of 0.8575 of one acre tract and said 0.946 of one acre tract, a total distance of 2,657.78 feet to the POINT OF BEGINNING and containing 25.01 acres of land, more or less.

LEGAL DESCRIPTION:

FIELD NOTES FOR A 62.25 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291; BEING ALL OF A CALLED 59 ACRE TRACT OF LAND AND A CALLED 0.75 OF ONE ACRE TRACT OF LAND, (16' WIDE ROAD STRIP) AS CONVEYED UNTO THOMAS A. GOLLA IN DOCUMENT NUMBER 9814517 AND A CALLED 0.8575 OF ONE ACRE TRACT OF LAND AS CONVEYED UNTO THOMAS A. GOLLA IN DOCUMENT NUMBER 9854812 BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 62.25 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped BGE INC' found on the south right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Page 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the common corner of said 0.7 of one acre tract and a called 99 acre tract of land (Third Tract) as described in Attachment "C" to Exhibit "A" as conveyed unto Wallin Farm and Ranch Partnership, Ltd. in Document Number 2004043044 of the Official Public Records of Williamson County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 82°46'22" E, coincident with the common line of said right-of-way, said 0.7 of one acre tract and said 0.8575 of one acre tract a distance of 29.73 feet to a 1/2-inch iron rod found at the common corner of the 0.8575 of one acre tract and a called 0.946 of one acre tract as conveyed unto John Gola, Jr, in Document Number 2007061788 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE, S 74°7'02" W, departing said common line, coincident with the common line of the 0.8575 of one acre tract and said 0.946 of one acre tract, passing at a distance of 1,373.50 feet a 1/2-inch iron rod found at the common corner of the 0.946 of one acre tract and a called 24.00 acre tract of land conveyed unto John Gola Jr. in Document Number 2003030745, and corrected in Document Number 2003018665, both recorded in the Official Public Records of Williamson County, Texas, and continuing coincident with the common line of said one acre tract and said 24.00 acre tract, a total distance of 2,657.78 feet to a 1/2-inch iron rod found on a northerly line of the aforementioned 59 acre tract at the common corner of the 0.8575 of one acre tract and the 24.00 acre tract for a re-entrant corner of the herein described tract;

THENCE, S 82°27'45" E, coincident with the common line of said 59 acre tract and the 24.00 acre tract, distance of 817.81 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set on the west line of a called 110.663 acre tract of land as conveyed unto Bigon Implement Company, Inc. in Volume 7777, Page 744, of the Deed Records of Williamson County, Texas, at the common corner of the 59 acre tract and the 24.00 acre tract for an easterly corner of the herein described tract;

THENCE, S 7°55'51" W, coincident with the common line of the 59 acre tract and said 110.663 acre tract, a distance of 1,832.08 feet to a 1/2-inch iron rod found, for an angle point of the herein described tract;

THENCE, S 74°15'2" W, continuing coincident with said common line, a distance of 1,139.04 feet to a calculated point on the north line of The Lookout At Brushy Creek Subdivision as recorded in Cabinet "Q", Slides 288-298 of the Plat Records of Williamson County, Texas, being the existing centerline of Brushy Creek at the common corner of the 59 acre tract and the 110.663 acre tract, for the southeasterly corner of the herein described tract;

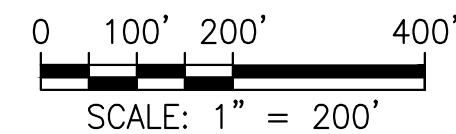
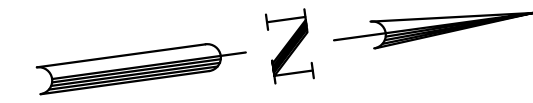
THENCE, coincident with the common line of the 59 acre tract and said Lookout at Brushy Creek, being along the meanders of the existing centerline of Brushy Creek, the following five (5) courses:

- 1) N 82°19'07" W, a distance of 49.09 feet to a calculated point for an angle point of the herein described tract;
- 2) S 69°01'00" W, a distance of 105.89 feet to a calculated point for an angle point of the herein described tract;
- 3) S 76°17'22" W, a distance of 317.35 feet to a calculated point for an angle point of the herein described tract;
- 4) S 83°25'29" W, a distance of 106.37 feet to a calculated point for an angle point of the herein described tract;
- 5) N 87°50'09" W, a distance of 308.57 feet to a calculated point at the common corner of the 59 acre tract and a called 175 acre tract of land (First Tract) as described in Attachment "C" to Exhibit "A" as conveyed unto Wallin Farm and Ranch Partnership, Ltd. in Document Number 2004043044 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

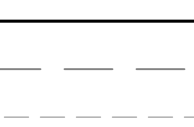
THENCE, N 7°48'41" E, coincident with the common line of the 59 acre tract, said 175 acre tract and the aforementioned 99 acre tract, a distance of 5,849.02 feet to POINT OF BEGINNING and containing 62.25 acres of land, more or less.

[illegible]

GOLA
PRELIMINARY PLAT



LEGEND

- 
- | | |
|--|--------------------------------------|
| | PROPERTY BOUNDARY |
| | PROPOSED RIGHT OF WAY |
| | EXISTING MAJOR CONTOUR |
| | EXISTING MINOR CONTOUR |
| | FEMA 100 YEAR |
| | PRELIMINARY FEMA 100 YEAR FLOODPLAIN |
| | LOT LINE |
| | LOT NUMBER |
| | PROPOSED EASEMENT |
| | EXISTING EASEMENT |
| | PROPOSED SEWATER LINE |

REV	DESCRIPTION	DATE	APR
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△			
△			
△			
△			

DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ



BGE, INC.
17101 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browning.com

**GOLA PRELIM
HUTTO, TEXAS**

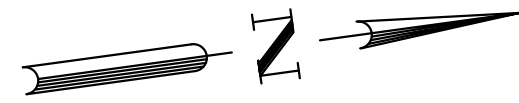
OVERALL WASTEWATER PLAN

SUBMITTAL
DATE: 09-17-2020



SHEET
5 OF 7

GOLA
PRELIMINARY PLAT



0 25' 50' 100'
SCALE: 1" = 50'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FEMA 100 YEAR
- PRELIMINARY FEMA 100 YEAR FLOODPLAIN
- LOT LINE
- LOT NUMBER
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED WATER LINE
- PROPOSED FLUSH ASSEMBLY

DATE
REV

DESCRIPTION

DESIGNED BY: DAZ
REVIEWED BY: TMH
DRAWN BY: DAZ

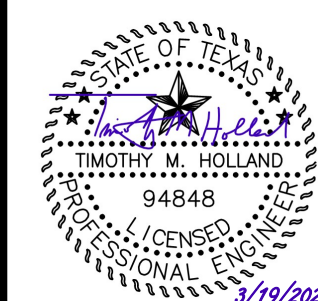


BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TELEPHONE: 737.679.4400
WWW.BGE.COM

GOLA PRELIM
HUTTO, TEXAS

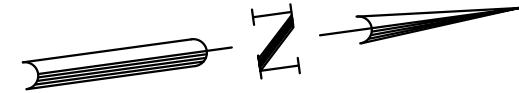
OVERALL WATER PLAN

SUBMITTAL
DATE: 09-17-2020



SHEET
6 OF 7

GOLA
PRELIMINARY PLAT



0 25' 50' 100'
SCALE: 1" = 50'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FEMA 100 YEAR
- PRELIMINARY FEMA 100 YEAR FLOODPLAIN
- LOT LINE
- LOT NUMBER
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED STORM LINE
- PROPOSED CURB INLET

DATE	REV	DESCRIPTION
APR		

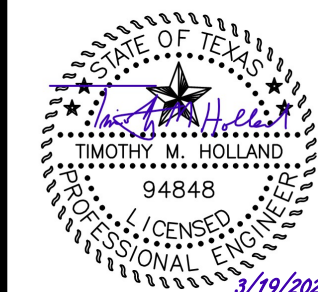
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ



BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TELEPHONE: 512-679-4400
WWW.BGE.COM

GOLA PRELIM
HUTTO, TEXAS
OVERALL STORM PLAN

SUBMITTAL
DATE: 09-17-2020



SHEET
7 OF 7

G:\TXC\Projects\WayMaker\8009-G-Gola_Prelim\DWG Layout\7 OVERALL STORM PLAN_Plot.dwg Plotter: 3/19/2021 4:51:36 PM

RESOLUTION NO. R-2021-052

WHEREAS, the City Council of the City of Hutto and WMV 1660, LLC have a mutual intent and understanding with respect to the design and development of the Gola Tract; and

WHEREAS, the City and WMV 1660, LLC wish to enter into an Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith to complete the development of the Gola Tract.

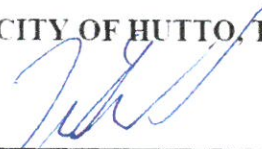
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS,

That the City Manager is hereby authorized and directed to negotiate and execute a development agreement on behalf of the City with WMV 1660, LLC.

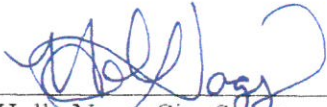
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which the Resolution and the subject matter hereof were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

RESOLVED this the 1st day of April 2021.

CITY OF HUTTO, TEXAS


Mike Snyder, Mayor

ATTEST:


Holly Nagy, City Secretary



DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into to be effective as of the 1st day of April, 2021 (the “Effective Date”), by and between the **City of Hutto, Texas** (the “City”), a home rule city organized under the laws of the State of Texas, and **WMV 1660, LLC**, a Texas limited liability company, and its successors and assigns (“Owner”). The City and Owner are, collectively, the “Parties” to this Agreement.

RECITALS

WHEREAS, Owner has the right to acquire that certain tract of land containing approximately 197.82 acres currently in the City’s extraterritorial jurisdiction (“ETJ”) (the “Property”), comprised of a 110.56 acre tract, more or less, described by metes and bounds on **Exhibit A-1** attached hereto and incorporated herein (“Tract 1”), a 62.25 acre tract, more or less, described by metes and bounds on **Exhibit A-2** attached hereto and incorporated herein (“Tract 2”), and a 25.01 acre tract, more or less, described by metes and bounds on **Exhibit A-3** attached hereto and incorporated herein (“Tract 3”); and

WHEREAS, Owner intends to acquire and develop the Property into a single-family residential subdivision containing approximately 576 single-family lots and community amenities (the “Project”), that will serve present and future residents of the City; and

WHEREAS, the Project is anticipated to add significant property tax base and increased property tax revenues in the City; and

WHEREAS, the City and Owner desire to set forth in this Agreement certain terms and conditions for the planning, design, construction, development, and financing of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I **PURPOSE AND INTERPRETATION**

1.01 Objectives. Owner is proposing to develop a residential subdivision on the Property. Hutto continues to have a need for quality residential development that complements the economic and strategic goals of the City. The City believes that the development of the Project will provide needed, high quality housing for existing and future residents.

1.02 Concept and Structure. Development of the Property will generally conform to the Concept Plan attached hereto as **Exhibit B**. Owner will be responsible for the development and construction of the Project, except as set forth herein.

1.03 Interpretation. In this Agreement, unless a clear contrary intention appears;

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Party includes such Party's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Party in a particular capacity excludes such Party in any other capacity or individually;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;
- (f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (g) reference to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

1.04 Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

ARTICLE II **DEFINITIONS**

2.01 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in this **Article II**, or as otherwise provided herein.

"Agreement" means this Development Agreement by and between the City and Owner.

"City" means the City of Hutto, Texas.

"City Council" means the City Council of the City of Hutto.

"Concept Plan" means the concept plan attached hereto as **Exhibit B**, as such concept plan may be modified and changed from time to time as set forth in this Agreement. The Parties acknowledge and agree that the Concept Plan is for illustrative purposes only and is only a general representation of the design.

"Owner" means WMV 1660, LLC, a Texas limited liability company, and its successors and assigns that specifically assume the rights and obligations of this Agreement.

"Effective Date" means the date set forth in the opening paragraph on page 1.

"LUE" means the capacity necessary to serve a single-family residential connection or its equivalent.

"Parties" means the City and Owner.

“**Party**” means the City or Owner.

“**Project**” means the Project as described in **Article IV**.

“**Property**” means the real property described and shown on **Exhibit A-1**, **Exhibit A-2** and **Exhibit A-3**.

“**State**” means the State of Texas.

“**UDC**” means the Unified Development Code of the City as of the Effective Date.

“**Wallin Tract**” means the approximately 299.173 acres of land located adjacent to the west of the Property and comprising Williamson Central Appraisal District Tax Parcels R020588, R020620 and R329722.

“**Wallin Tract Developer**” means the party that develops the Wallin Tract and receives wastewater service from the City to the Wallin Tract via the Wastewater Interceptor Line, the Wastewater Lift Station and the WWTP (as such terms are defined below).

“**Wastewater Interceptor Line**” means that portion of the City’s wastewater system contemplated in this Agreement, being an approximately 1,300 linear foot portion of the Brushy Creek Interceptor, anticipated to be forty-two inches (42”) in diameter, that will connect the Project to the WWTP, as more particularly described and depicted as Segment #3, and excluding Segment #2, on **Exhibit C** attached hereto and incorporated herein.

“**Wastewater Lift Station**” means that portion of the City’s wastewater system contemplated in this Agreement, being an approximately 2,000 LUE wastewater lift station that will connect the Wastewater Interceptor Line to the WWTP and will be expandable to provide capacity for the full buildout capacity of the City’s Brushy Creek Interceptor as specified in the City’s Wastewater Master Plan and other subsequent wastewater planning efforts, as more particularly described and depicted on **Exhibit C** attached hereto and incorporated herein.

“**WWTP**” means the City’s South wastewater treatment plant.

ARTICLE III

ANNEXATION AND ZONING

3.01 Annexation. As of the Effective Date, the Property has not been annexed, but is in the City’s ETJ. Owner and City hereby agree to the annexation of the Property into City’s corporate limits, and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner’s request for annexation. Further, notwithstanding that the Project may be phased (as set forth below), Owner agrees that all Property will be annexed in one proceeding. City agrees that phases not under active development may remain in agricultural or open space use for purposes of ad valorem tax purposes (although all such Property shall be subject to the ordinances and jurisdiction of the City once annexed.)

3.02 Zoning. Because the Property has not been annexed, it has not yet been zoned. The Parties

agree that they will work together in good faith to zone the Property “SF-1 Village” (defined in the UDC), subject to the modifications in this Agreement. The Property shall be zoned contemporaneous with annexation. Upon the adoption of permanent zoning for the Property, the applicable UDC provisions will be subject to the terms, provisions and conditions of this Agreement.

3.03 Chapter 245 Permit. This Agreement shall constitute the first Permit in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code (subject to the exemptions as set forth therein), as authorized by Section 212.172(g) of the Texas Local Government Code. Except as modified herein, all aesthetic requirements of the zoning district, as outlined in the UDC shall be followed in a manner consistent with HB 2439.

3.04 Land Use Upon Annexation. On the effective date of the annexation of the Property, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all of the Property shall be vested for the uses and development standards set forth in this Agreement, unless Owner substantially amends or abandons the Project, defaults under this Agreement, or permits its vested rights under Chapter 245 of the Texas Local Government Code to expire.

3.05 Prior Development Agreement. This Agreement supersedes and replaces in all respects the prior Chapter 43 Texas Local Development Code Development Agreements relating to the Property, or any portion thereof, including: (i) the Development Agreement dated December 19, 2018, relating generally to Tract 1 and recorded under Document Nos. 2019043482, Official Public Records of Williamson County, Texas; (ii) the Development Agreement dated January 17, 2019, relating generally to a 24.946 portion of Tract 3 and unrecorded; and (iii) the Development Agreement dated January 17, 2019, relating generally to a 0.8575 portion of Tract 3 and unrecorded (collectively, the “Prior Development Agreements”). Upon full execution of this Agreement, such Prior Development Agreements will automatically terminate and be of no further force and effect, and upon Owner’s request (and at Owner’s expense) the City will execute and deliver a release of the Prior Development Agreements to Owner for recording in Official Public Records of Williamson County, Texas.

ARTICLE IV

THE PROJECT

4.01 General Description. The Project will be planned, developed and constructed on the Property by Owner in phases as determined by Owner in accordance with market conditions and otherwise in accordance with any permits and approvals from any applicable governmental authorities.

4.02 Development. Owner intends to construct improvements to real property and additions to personal property within the Property as generally contemplated by the Concept Plan. However, the parties agree and acknowledge that the actual construction shall be dictated by the ultimate zoning of the Property, platting of the Property, site development permits issued for the Property, and other development permits issued for the Property, subject to the terms of this Agreement. The Project will be permitted and constructed in accordance with City ordinances and regulations

except as may be specifically set forth in this Agreement.

4.03 City Incentives to Project. The City incentives to the Project shall include only the following:

- (a) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain monument signage, other subdivision entry features, and landscaping in the City right-of-way (as such may be finally approved in the site plan), and to allow the license agreement to be assigned to the Home Owners' Association for the Project.
- (b) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain the flood areas (as such may be finally approved in the final plats), and to allow the license agreement to be assigned to the Home Owners' Association for the Project. The license agreement will further provide the City with a right of entry and enforcement to enforce its regulations and requirements with respect to maintaining the flood areas.
- (c) The City agrees to allow Owner to connect to City's adjacent water and wastewater facilities and commits to provide water and wastewater utility service to the Project in amounts sufficient for full build-out of the Project, as generally contemplated by the Concept Plan, estimated as of the Effective Date to be approximately 600 LUEs of water and wastewater utility service, subject to Owner's payment of the fees imposed by the City for such services pursuant to applicable provisions of the UDC.
- (d) The City agrees that the UDC will be modified as to the Project as follows:
 - (i) The minimum widths of public rights of way within the Project will be 55';
 - (ii) No Traffic Impact Analysis is required for the construction of the Project as shown in the Concept Plan provided that Owner pays City a traffic impact fee equal to \$1,500/single-family lot at the time of building permit for the residence to be constructed thereon. This traffic impact fee will be deemed to satisfy the requirements of the UDC; and
 - (iii) Notwithstanding any contrary provision of the UDC, secondary access to the Project will be provided as set forth in subsection (f) below.
- (e) Owner acknowledges that the Wastewater Interceptor Line and a portion of the Wastewater Lift Station are required for the WWTP to serve the Project and other properties. If Owner elects to develop the Project before the Wallin Tract Developer constructs and installs the Wastewater Interceptor Line and the Wastewater Lift Station, then Owner will construct and install such facilities in accordance with the terms of and provisions of this Agreement and subject to partial reimbursement by the City as described in this subsection and/or cost-sharing by the Wallin Tract Developer. Upon such election, Owner will design, permit, and construct the Wastewater Interceptor Line and the Wastewater Lift Station subject to a right to receive reimbursement from the City for the

documented third-party soft and hard costs incurred by Owner to: (i) oversize the Wastewater Interceptor Line from a ten inch (10”) line to a forty-two inch (42”) line; and (ii) to oversize the capacity of the Wastewater Lift Station from a 600 LUE lift station to a 2,000 LUE lift station, as set forth below (collectively, items (i) and (ii), the “Wastewater Infrastructure Cost-Sharing”). The City will pay the Wastewater Infrastructure Cost-Sharing to Owner by rebating to Owner all wastewater impact fees collected by the City for connections to the Wastewater Interceptor Line within the Project and the Wallin Tract until such time as the Wastewater Infrastructure Cost-Sharing is paid in full (the “Wastewater Impact Fee Rebates”). The City will pay the Wastewater Impact Fee Rebates to Owner on or before the 15th day of each April, July, October and January, which payments will be in an amount equal to the total amount of subject wastewater impact fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Prior to commencing final design, Owner shall provide a preliminary engineering study which shall include general location, size and depths of the Wastewater Interceptor Line and Wastewater Lift Station for City review. Notwithstanding the foregoing, in the event that Owner and the Wallin Tract Developer enter into a private cost-sharing agreement providing for the Wallin Tract Developer’s direct funding or reimbursement to Owner of funds for the same purposes as the Wastewater Infrastructure Cost-Sharing, then Owner will advise the City of such agreement, provide a true and correct copy of such agreement to the City, and upon Owner’s receipt of any such funds from the Wallin Tract Developer, the City will receive corresponding dollar-for-dollar credits against its obligation to pay the Wastewater Infrastructure Cost-Sharing to Owner hereunder.

(f) Primary access to the Project will be provided via Farm to Market Road 1660 adjacent to the northern boundary of the Property. Secondary access to the Project will ultimately be provided via public rights-of-way to be developed on the Wallin Tract. Further, the City agrees that secondary emergency access to the Project will be provided via one gated connection to the existing access driveway serving the WWTP on the 155 acre tract of land, more or less, owned by the City and located at 10700 FM 1660, Hutto, Texas and immediately adjacent to the eastern boundary of Tract 1 (the “City Tract”). Owner will design, construct and install such gated connection to the existing driveway on the City Tract pursuant to applicable provisions of the UDC, at Owner’s expense.

4.04 Wastewater Line Easement. Owner agrees to grant to the City a wastewater easement not to exceed sixty feet (60’) wide, in, over and across the Property in the location of Segment #2 of the Brushy Creek Interceptor, as generally depicted on Exhibit C, for the construction of Segment #2 of the Brushy Creek interceptor, at no cost to Owner.

ARTICLE V

MISCELLANEOUS

5.01 Mutual Assistance. The City and Owner will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or

taxes or assessments attributable to the Property.

5.02 Insurance and Indemnity.

(a) Insurance. All Owner's contractors, subcontractors, engineers, and consultants performing work on the City Tract shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies as required by the City.

(i) Certificates of Insurance and Insurance Policy Documents. Certificates of Insurance will not be accepted as substitutes for copies of Insurance Policy Documents. The term "Insurance Policy Documents" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

(ii) Special Requirements. The Owner or Owner's contractor shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. Insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing by the City. Additionally, all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage. The City will be an additional insured as its interests may appear on the Commercial General and Automobile Liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. The production of copies of all policies to be promptly supplemented with delivery to the City of copies of any and all changed or new Insurance Policy Documents. The Owner or Owner's contractor will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance Policy Documents evidencing the insurance coverages required hereunder.

(iii) Additional Insured. All endorsements, waivers, and notices of cancellation as well as the policies of commercial general liability and automobile insurance shall provide that City is an additional insured and will be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify the Owner or Owner's contractor in writing.

(iv) Cost. The Owner or Owner's contractor shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by the Owner (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of the Owner under this Agreement.

(b) **INDEMNIFICATION AND HOLD HARMLESS.** OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE CURRENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, **“THIRD PARTY CLAIMS”** OR **“TPC”**) AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY’S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE OWNER ON THE CITY TRACT, INCLUDING THE NEGLIGENCE OF THE OWNER’S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE INFRASTRUCTURE OR PERFORMANCE OF THIS AGREEMENT ON THE CITY TRACT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY’S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY’S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF OWNER AND THE CITY, OWNER’S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE OWNER’S OWN PERCENTAGE OF RESPONSIBILITY.

(c) **Claims.** If the City notifies Owner of any TPC relating to the construction of any portion of the infrastructure or performance of this Agreement on the City Tract, Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Owner but reasonably satisfactory to the City; provided, that the City has the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such TPC involves Owner and the City and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Owner, then the City has the right to select separate counsel to participate in the investigation and defense of and response to such TPC on the City’s own behalf, and Owner shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.

(d) **Release.** Other than to the extent caused by a the City’s uncured default under this Agreement, Owner hereby releases the City with respect to all TPCs relating to the construction of any portion of the infrastructure or performance of this Agreement on the City Tract regarding any alleged, established or admitted negligent or wrongful act or omission of the City or any agents, contractors, representatives or employees of the City, INCLUDING ALL TPCS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY, but excluding TPCs to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

5.03 Default; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event (a) more than ten (10) business days for a monetary default, or (b) less than 30 days or more than 90 days after written notice of the alleged failure has been given for a non-monetary default. In addition, no Party shall be in default under this Agreement if, within the applicable cure period for a non-monetary default, the Party to whom the notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If the Property has multiple Owners, a default by one Owner will not constitute a default by the performing Owner(s) as to the portion of the Property owned by the performing Owner(s).

(b) If a Party is in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgement Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) entitle the aggrieved Party to terminate this Agreement (except as specifically set forth in this Agreement); or

(ii) adversely affect or impair the current or future obligations of the City to provide water or wastewater service or any other service to the Property; or

(iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) reduce the term of this Agreement (except as specifically set forth in this Agreement).

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

5.04 Undocumented Workers. Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.05 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. This Agreement does not create any encumbrance on title as to any purchaser of a completed residence within the Project.

5.06 Assignment. Owner may assign this Agreement with respect to all or a portion of the Property from time to time, without the prior written consent of the City, to an affiliate of Owner or so long as: (i) the assignment is in writing to an entity that is not delinquent in the payment of

taxes; that is not in default in a development agreement with the City and has the experience and financial capacity to perform the obligations of this Agreement; (ii) the assignment provides that the assignee assumes such assigned rights and obligations without modification or amendment; (iii) the assignment is executed by Owner and the assignee; and (iv) Owner provides a copy of the fully executed assignment to the City within fifteen (15) business days after the effective date of the assignment. Upon such assignment with respect to all or a portion of the Property, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement relating to the portion of the Property conveyed to the assignee to which this Agreement is so assigned. A default by any subsequent partial assignee shall not constitute a default by Owner under this Agreement, but only under such partial assignment.

5.07 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties (except that if there are multiple Owners and the amendment applies only to portions of the Property owned by a single Owner, this Agreement may be amended by the mutual written agreement of the City and Owner of the portion of the Property to which the amendment applies). A successor of portions of the Property (such as a purchaser of a lot within the subdivision) does not make such successor a “Party.” Owner’s rights under this Agreement must be specifically assigned to a successor in order for such successor to be a “Party.”

5.08 Entire Agreement. All Parties mutually agreed to the terms of this Agreement. The Agreement shall not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written.

5.09 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Hutto
Attn: Warren Hutmacher, CityManager
500 W. Live Oak St.
Hutto, TX 78634
Email: Warren.Hutmacher@HuttoTX.gov

With required copy to: Bojorquez Law Firm
Attn: Alan Bojorquez
11675 Jollyville Road, Suite 300
Austin, Texas 78759

If to Owner: WMV 1660, LLC
Attn: Holt Dunlop & James Dougherty
3310 N. Capital of Texas Hwy., Ste. 202
Austin, TX 78746

Email: hdunlop@waymakerventures.com
jdougherty@waymakerventures.com

Any Party may designate a different address at any time upon written notice to the other Parties.

5.10 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

5.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

5.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.13 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

5.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

5.15 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

5.16 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

Exhibit A-1: Description of Tract 1

Exhibit A-2: Description of Tract 2

Exhibit A-3: Description of Tract 3

Exhibit B: Concept Plan

Exhibit C: Wastewater Interceptor Line & Wastewater Lift Station

5.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. Neither the City, not its past, present and future officers, elected officials, employees and agents of the City, do assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

5.18 Additional Compliance. Pursuant to Section 2252.152, Texas Government Code, neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

5.19 Term. This Agreement shall become enforceable upon its Effective Date and shall expire 35 years after the date the City has issued the last Certificates of Occupancy for the Project, unless the Parties mutually agree to terminate it sooner.

5.20. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, materials or labor shortages, strikes, slowdowns, work stoppages, or pandemics or epidemics.

5.21. Attorney’s Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys’ fees.

5.22. 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.

5.23. No Boycott of Israel. If applicable, if the Owner employs 10 or more full-time employees and the Agreement has a value of \$100,000 or more, Owner shall comply with the provisions of Section 2270.001(2), Government Code that the Owner does not boycott Israel or that during the term of the Owner will not boycott Israel.

5.24. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form (“Disclosure of Interested Parties”) at the time you submit your signed contract to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

5.25. Counterparts. This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

5.26 Authority. This Agreement is made and entered into pursuant to Section 212.172 of the Texas Local Government Code. The City and each Owner each represent and warrant that the persons whose signature appears below have the authority to execute this Agreement on behalf of the City and Owner, respectively.

5.27 Automatic Termination. Notwithstanding any provision to the contrary set out in this Agreement, in the event Owner fails to acquire fee simple title to the Property within ninety (90) days after the Effective Date of this Agreement, this Agreement shall automatically terminate and be of no further force or effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES PROVIDED ON NEXT PAGE]

EXECUTED to be effective as of the Effective Date.

CITY:

CITY OF HUTTO, TEXAS,
a home rule city and municipal corporation

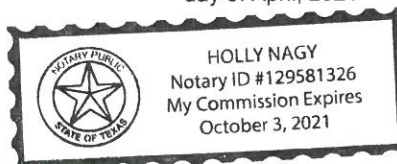
By: WA. HT
Name: Warren A. Hutmacher
Title: City Manager
Date: 4/15/21

State of Texas
County of Williamson

APPROVED as to form:

By: [Signature]
Attorney for the City of Hutto
Date: 4/16/21

Sworn to and subscribed before me this 21st
day of April, 2021



[Signature]
Notary Public

OWNER:

WMV 1660, LLC,
a Texas limited liability company

By: WayMaker Ventures, LLC,
a Texas limited liability company,
its Sole Member

By: [Signature]
Name: JAMES COUGHERTY
Title: MEMBER
Date: 4/14/21

State of Texas County of Travis
Sworn to and subscribed before me this 14
day of April, 2021
[Signature] Notary Public

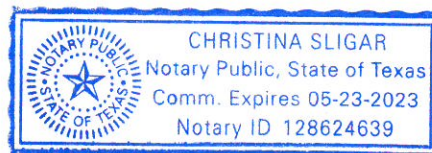


EXHIBIT A-1

Description of Tract 1

Bigon Tract
110.56 ac ALTA/NSPS LTS
8009-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 110.56 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291; BEING ALL OF A CALLED 110.663 ACRE TRACT OF LAND, AS CONVEYED UNTO BIGON IMPLEMENT COMPANY, INC IN VOLUME 777, PAGE 744, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 110.56 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Page 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the common corner of said 110.663 acre tract and a called 24.17 acre tract of land as conveyed unto Alex Vacle Gola Sr. in Document Number 2003030744 of the Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 63°36'25" E, coincident with the common line of the 110.663 acre tract and the south right-of-way line of F.M. 1660, a distance of 918.01 feet to a 1/2-inch iron rod found at the common corner of the 110.663 acre tract and a called 1.000 acre tract of land (Exhibit "A") as conveyed unto the City of Hutto, Texas as recorded in Document Number 2008034765 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE, S 8°20'22" W, departing said common line, coincident with the common line of the 110.663 acre tract, and said 1.000 acre tract, passing at a distance of a distance of 265.54 the common corner of the 1.000 acre tract and a called 155.136 acre tract of land (Exhibit "B") also conveyed unto the City of Hutto in the aforementioned Document Number 2008034765, and continuing coincident with the common line of 110.663 acre tract and said 155.136 acre tract, a total distance of 357.53 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;

THENCE, coincident with the common line of the 110.663 acre tract and said 155.136 acre tract, the following three (3) courses:

- 1) S 4°55'47" W, a distance of 245.74 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 7°27'42" W, a distance of 3,038.31 feet to a 1/2-inch iron rod found for a corner of the herein described tract;

- 3) S 7°32'52" W, a distance of 1,849.17 feet to a calculated point on the north line of The Lookout At Brushy Creek Subdivision as recorded in Cabinet "Q", Slides 288-298 of the Plat Records of Williamson County, Texas, being the existing centerline of Brushy Creek at the common corner of the 110.663 acre tract and said 155.136 acre tract, for the southeasterly corner of the herein described tract;

THENCE, coincident with the common line of the 110.56 acre tract and said Lookout at Brushy Creek, being along the meanders of the existing centerline of Brushy Creek, the following seven (7) courses:

- 1) N 65°25'37" W, a distance of 125.85 feet to a calculated point for an angle point of the herein described tract;
- 2) N 68°44'14" W, a distance of 197.02 feet to a calculated point for an angle point of the herein described tract;
- 3) N 33°01'15" W, a distance of 224.53 feet to a calculated point for an angle point of the herein described tract;
- 4) N 49°09'39" W, a distance of 101.83 feet to a calculated point for an angle point of the herein described tract;
- 5) N 62°50'43" W, a distance of 104.77 feet to a calculated point for an angle point of the herein described tract;
- 6) N 76°34'16" W, a distance of 209.29 feet to a calculated point for an angle point of the herein described tract;
- 7) N 82°19'07" W, a distance of 51.03 feet to a calculated point at the common corner of the 110.663 acre tract and a called 59 acre tract of land as conveyed unto Thomas A. Gola in Document Number 9814517 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

THENCE, N 7°41'52" E, departing said common line, coincident with the common line of the 110.663 acre tract and said 59 acre tract, a distance of 1,139.04 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;

THENCE, N 7°55'51" E, continuing coincident with said common line, passing at a distance of 1,832.08 feet a 1/2-inch iron rod with a cap stamped "BGE, INC" set at the common corner of the 59 acre tract and a called 24.00 acre tract of land as conveyed unto John Gola Jr. in Document Number 2003030745 and corrected in Document Number 2003108665 both recorded in the Official Public Records of Williamson County, Texas, and continuing coincident with the

common line of the 110.663 acre tract and said 24.00 acre tract, a total distance of 1,910.38 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;

THENCE, N 7°39'55" E, continuing coincident with the common line of the 110.663 acre tract and the 24.00 acre tract, passing at a distance of 1,204.18 feet a 1/2- inch iron rod with a cap stamped "RPLS 1433" found at the common corner of the 24.00 acre tract and the aforementioned 24.17 acre tract, and continuing coincident with the common line of the 110.663 acre tract and said 24.17 acre tract a total distance of 1,695.55 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set for an angle point the herein described tract;

THENCE, N 7°55'13" E, continuing coincident with said common line, a distance of 201.76 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set for an angle point of the herein described tract;

THENCE, North 7°37'16" East, continuing coincident with said common line, a distance of 473.58 feet to the **POINT OF BEGINNING** and containing 110.56 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of survey with like job number and date



Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490



9/4/2020

Date

Date: September 4, 2020
Project Number: 8009-00

EXHIBIT A-2

Description of Tract 2

Gola Tract
62.25 ac ALTA/NSPS LTS
8009-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 62.25 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291; BEING ALL OF A CALLED 59 ACRE TRACT OF LAND AND A CALLED 0.7 OF ONE ACRE TRACT OF LAND, (16' WIDE ROAD STRIP) AS CONVEYED UNTO THOMAS A. GOLA IN DOCUMENT NUMBER 9814517 AND A CALLED 0.8575 OF ONE ACRE TRACT OF LAND AS CONVEYED UNTO THOMAS A. GOLA IN DOCUMENT NUMBER 9854812 BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 62.25 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped BGE INC" found on the south right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Page 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the common corner of said 0.7 of one acre tract and a called 99 acre tract of land (Third Tract) as described in Attachment "C" to Exhibit "A" as conveyed unto Wallin Farm and Ranch Partnership, Ltd. in Document Number 2004043044 of the Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 82°46'22" E, coincident with the common line of said right-of-way, said 0.7 of one acre tract and said 0.8575 of one acre tract a distance of 29.73 feet to a 1/2-inch iron rod found at the common corner of the 0.8575 of one acre tract and a called 0.946 of one acre tract as conveyed unto John Gola, Jr. in Document Number 2007061788 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE, S 7°47'02" W, departing said common line, coincident with the common line of the 0.8575 of one acre tract and said 0.946 of one acre tract, passing at a distance of 1,373.50 feet a 1/2-inch iron rod found at the common corner of the 0.946 of one acre tract and a called 24.00 acre tract of land conveyed unto John Gola Jr. in Document Number 2003030745, and corrected in Document Number 2003108665, both recorded in the Official Public Records of Williamson County, Texas, and continuing coincident with the common line of the 0.8575 of one acre tract and said 24 .00 acre tract, a total distance of 2,657.78 feet to a 1/2-inch iron rod found on a northerly line of the aforementioned 59 acre tract at the common corner of the 0.8575 of one acre tract and the 24.00 acre tract for a re-entrant corner of the herein described tract;

THENCE, S 82°27'45" E, coincident with the common line of said 59 acre tract and the 24.00 acre tract, distance of 817.81 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set on the west line of a called 110.663 acre tract of land as conveyed unto Bigon Implement Company, Inc. in Volume 777, Page 744, of the Deed Records of Williamson County, Texas, at the

common corner of the 59 acre tract and the 24.00 acre tract for an easterly corner of the herein described tract;

THENCE, S 7°55'51" W, coincident with the common line of the 59 acre tract and said 110.663 acre tract, a distance of 1,832.08 feet to a 1/2-inch iron rod found, for an angle point of the herein described tract;

THENCE, S 7°41'52" W, continuing coincident with said common line, a distance of 1,139.04 feet to a calculated point on the north line of The Lookout At Brushy Creek Subdivision as recorded in Cabinet "Q", Slides 288-298 of the Plat Records of Williamson County, Texas, being the existing centerline of Brushy Creek at the common corner of the 59 acre tract and the 110.663 acre tract, for the southeasterly corner of the herein described tract;

THENCE, coincident with the common line of the 59 acre tract and said Lookout at Brushy Creek, being along the meanders of the existing centerline of Brushy Creek, the following five (5) courses:

- 1) N 82°19'07" W, a distance of 49.09 feet to a calculated point for an angle point of the herein described tract;
- 2) S 69°01'00" W, a distance of 105.89 feet to a calculated point for an angle point of the herein described tract;
- 3) S 76°17'22" W, a distance of 317.35 feet to a calculated point for an angle point of the herein described tract;
- 4) S 83°25'29" W, a distance of 106.37 feet to a calculated point for an angle point of the herein described tract;
- 5) N 87°50'09" W, a distance of 308.57 feet to a calculated point at the common corner of the 59 acre tract and a called 175 acre tract of land (First Tract) as described in Attachment "C" to Exhibit "A" as conveyed unto Wallin Farm and Ranch Partnership, Ltd. in Document Number 2004043044 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

THENCE, N 7°48'41" E, coincident with the common line of the 59 acre tract, said 175 acre tract and the aforementioned 99 acre tract, a distance of 5,849.02 feet to **POINT OF BEGINNING** and containing 62.25 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of survey with like job number and date



Dion P. Albertson RPLS Number 4963
BGE, Inc.

7330 San Pedro Ave, Suite 202

San Antonio TX 78216

Telephone: 210-581-3600

TBPLS Licensed Surveying Firm Number 10194490



9/4/2020

Date

Date: September 4, 2020
Project Number: 8009-00

EXHIBIT A-3

Description of Tract 3

Gola Tract
25.01 ac ALTA/NSPS LTS
8009-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 25.01 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291; BEING ALL OF A CALLED 24.00 ACRE TRACT OF LAND AS CONVEYED UNTO JOHN GOLA, JR. IN DOCUMENT NUMBER 2003030745, AND CORRECTED IN DOCUMENT NUMBER 2003108665 AND ALL OF A CALLED 0.946 OF ONE ACRE TRACT OF LAND AS CONVEYED UNTO JOHN GOLA, JR. IN DOCUMENT NUMBER 2007061788, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS: SAID 25.01 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Page 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the common corner of said 0.946 of one acre tract and a called 0.8575 of one acre tract of land as conveyed unto Thomas A. Gola in Document Number 9854812 of the Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 82°46'22" E, coincident with the common line of the 0.946 of one acre tract and said south right-of-way line of F.M. 1661, a distance of 11.57 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set at the beginning of a non-tangent curve of the herein described tract;

THENCE, curving to the right, continuing coincident with said common line, with a radius of 1,099.88 feet, an arc length of 18.43 feet, a central angle of 0°57'36", a chord bearing of S 82°14'06" E, and a chord distance of 18.43 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set at the common corner of the 0.946 of one acre tract and the remaining portion of a called 24.17 acre tract of land as conveyed unto Alex Vacle Gola, Sr. in Document Number 2003030744 of the Official Public Records of Williamson County, Texas, for the end of this curve and northeasterly corner of the herein described tract;

THENCE, S 07°47'02" W, depart said common line, coincident with the common line 0.946 of one acre tract and said remaining portion of the 24.17 acre tract, a distance of 1,373.61 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set on the north line of the aforementioned 24.00 acre tract of land, at the common corner of the 0.946 of one acre tract and the remaining portion of the 24.17 acre tract for a re-entrant corner of the herein described tract;

THENCE, S 82°20'27" E, coincident with the common line of the 24.00 acre tract and the remaining portion of the 24.17 acre tract, a distance of 785.51 feet to a 1/2-inch iron rod with a cap stamped "RPLS 1433" found on the west line of a called 110.663 acre tract of land as

conveyed unto Bigon Implement Company, Inc. in Volume 777, Page 744, of the Deed Records of Williamson County, Texas, at the common corner of the 24.00 acre tract and the remaining portion of the 24.17 acre tract for an easterly corner of the herein described tract;

THENCE, S 07°39'55" W, coincident with the common line of the 24.00 acre tract and said 110.663 acre tract, a distance of 1,204.18 feet to a 1/2-inch iron rod found, for an angle point of the herein described tract;

THENCE, S 07°55'51" W, continuing coincident with said common line, a distance of 78.30 feet to a 1/2-inch iron rod with a cap stamped "BGE, INC" set at the common corner of the 24.00 acre tract and a called 59 acre tract of land as conveyed unto Thomas A. Gola in document number 9814517 of the Official Public Records of Williamson County, Texas for the southeasterly corner of the herein described tract;

THENCE, N 82°27'45" W, coincident with the common line of the 24.00 acre tract and said 59 acre tract, a distance of 817.81 feet to a 1/2-inch iron rod found at the common corner of the 24.00 acre tract and the aforementioned 0.8575 of one acre tract for the southwesterly corner of the herein described tract;

THENCE, N 07°47'02" E, coincident with the common line of the 24.00 acre tract and the 0.8575 of one acre tract, passing at a distance of 1,284.29 feet a 1/2-inch iron rod with a cap stamped "RPLS 1433" found at the common corner of the 24.00 acre tract and the aforementioned 0.946 of one acre tract, and continuing coincident with the common line of 0.8575 of one acre tract and said 0.946 of one acre tract, a total distance of 2,657.78 feet to the **POINT OF BEGINNING** and containing 25.01 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of survey with like job number and date.



Dion P. Albertson RPLS Number 4963

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Telephone: 210-581-3600

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9/4/2020

Date

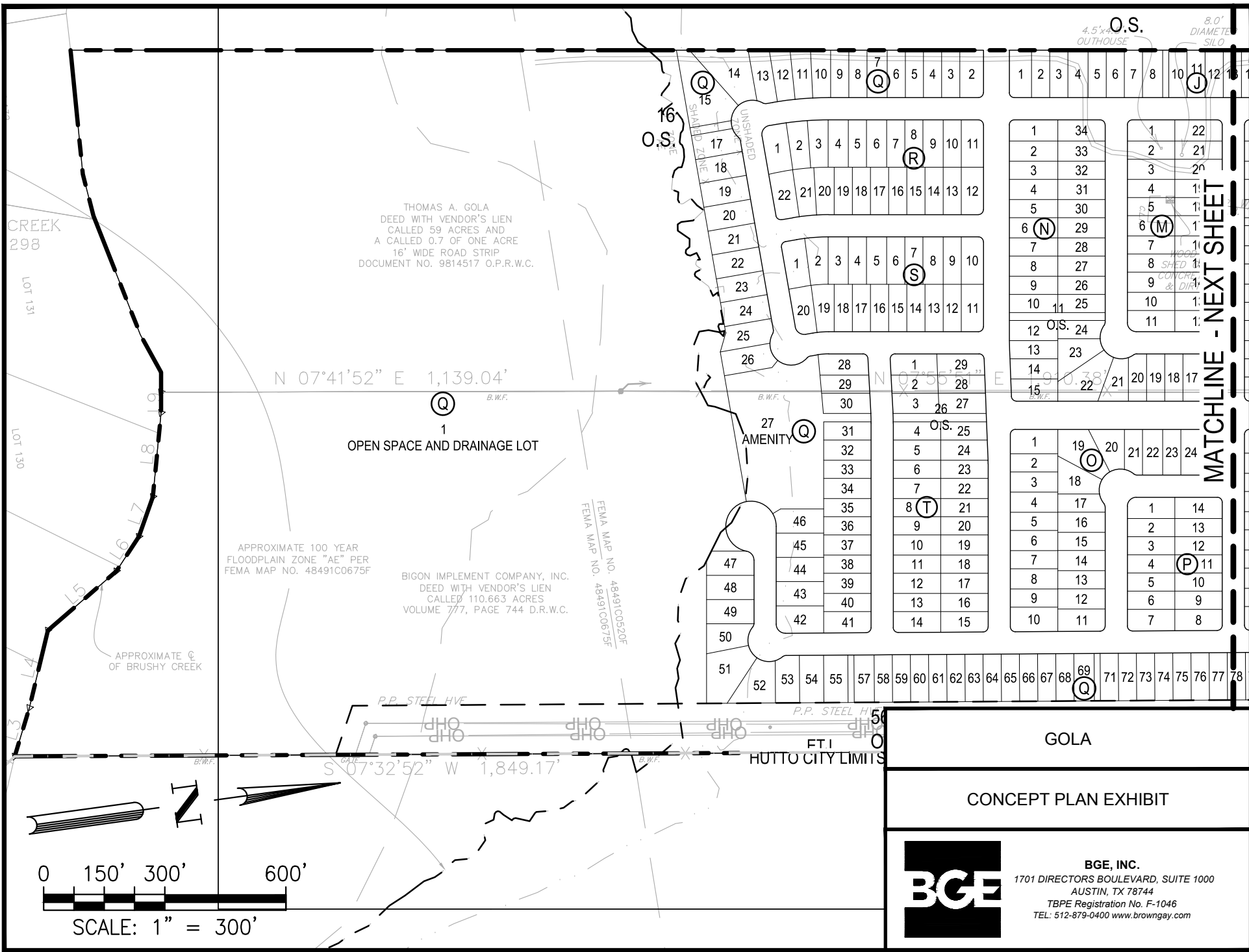
Date: September 4, 2020

Project Number: 8009-00

EXHIBIT B

Concept Plan

[insert]



MATCHLINE - NEXT SHEET

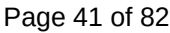


EXHIBIT C

Wastewater Interceptor Line & Wastewater Lift Station

[insert]

GOLA

WASTEWATER INTERCEPTOR LINE & WASTEWATER LIFT STATION

4/1/2021



0 200' 400' 800'

SCALE: 1" = 400'



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

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration of a public hearing and possible recommendation on the proposed zoning change request for Aspen Heights Planned Unit Development (PUD), 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.
Meeting: Tuesday, May 4, 2021
Department: Development Services
Staff Contact: Ashby Grundman

BACKGROUND INFORMATION:

Aspen Heights is a proposed Planned Unit Development (PUD) on the north side of FM 1660 S and CR 137. It is 36.624 acres of undeveloped land.

Owner: Stuart G. Farley and Hal P. Farley
Applicant: T.C. Selman – Breckenridge Multifamily Hutto Texas LLC
Current Zoning: Single-Family Residential (SF-1)
Proposed Zoning: Planned Unit Development (Single-Family 2 Base Zoning)
Surrounding Land Uses:

- **North** – SF-1 (Glenwood Subdivision)
- **East** - ETJ (Mid-Density Residential)
- **South** – B-2 Commercial (Vacant)
- **West** – SF-1 (Brushy Creek Meadows)

SUMMARY OF REQUEST:

The proposed Planned Unit Development (PUD) would provide 231 residential units on 36.624 acres of vacant land. Those units include a mixture of two, three, and four-bedroom units on a common lot. The proposed PUD provides for pedestrian connectivity, but there is no proposed street connectivity between the existing residential development to the north and the proposed PUD.

The Unified Development Code (UDC) defines the PUD zoning designation as a district allowing for creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project with a more appropriate and desirable land use than what would result from strict application of the code. Development standards are required for a parcel that would be developed as PUD. Staff has reviewed the proposed PUD against the required criteria.

Code Deviations

Developer Proposed	UDC
--------------------	-----

City Council

AGENDA ITEM REPORT



6.3 Dwelling Units Per Acre	10.303.4	8-14 Dwelling Units Per Acre.
No Street Connectivity	10.613.3.9	Required connection in adjacent or adjoining developments.
Street Width 30 Back of Curb to Back of Curb	10.611.12	Face of Curb to Face of Curb 30 feet.
Sidewalks on one side	10.611.12	5 feet sidewalks required on both sides.
1,155 proposed parking (462 are within the garage attached to the home)	10.405.9	2 spaces per dwelling
Subdivision Platting Process		
Garage extended beyond house façade	10.406.3.3	Garage may protrude no more than 6 feet in front of façade.
Garage Widths	10.406.3.3	Max 50% width of house linear frontage
58% on 90% of houses, 75% on 10% of houses		
Elevation Repeatability – proposing 7 elevations.	10.406.3.4	Number of elevations must equal 10% of number of lots - 23 minimum by code.
Building Setbacks	10.403.4	Front: 20'
Front: 10'		Garage: 25'
Garage: 10'		Rear: 20'
Rear: 10'		
Driveway Parking – for guest spaces	10.405.8	Parking space minimum size is 9'x18' proposing front setback of 10 feet does not allow for driveway parking.
Landscape Buffer	10.403.6	10' wide planting area or 5' wide planting area with a 6' tall masonry fence

The City's adopted Future Land Use Map designates this area as being intended for commercial, however the property is currently zoned Single-Family Residential.

Engineering Review:

The Aspen Heights PUD is proposing public streets that do not meet the current requirements as specified in the UDC section 10.611.12 Street Classification Standards. The proposed local street ROW is 50' rather than the standard 55'. Sidewalks are proposed only on one side of the local streets rather than the standard to have sidewalk on both sides of the street, sidewalk widths are not specified within the PUD, however, the city will require a minimum of 5' for sidewalk. The proposed location of the sidewalk directly adjacent to the street with the tree lawn on the outside of the sidewalk does not match the city standard of sidewalk outside of tree lawn, however, the City Engineering department is in support of this change as installing sidewalk directly adjacent to the

City Council

AGENDA ITEM REPORT



street with trees further away from the street will improve the long-term structural integrity of the road construction reducing the need for future maintenance activities.

The developer has provided a TIA determination worksheet and it has been determined that the proposed development does not meet the trip generation threshold of 2,000 daily trips to require a Traffic Impact Analysis as stated in the UDC Section 10.615.4.1. The development does however meet the UDC requirements in section 10.312.11 which allows the city to request a traffic study for projects that generate more than 100 peak hour trips. This traffic study was scoped with the City Engineering department and is provided. The traffic study evaluates the sites access driveways, identifies required improvements to these access locations. In addition to the required improvements to the site access locations the project will be required to pay the Transportation Impact Fee which is calculated in the traffic study and comes to a total of \$572,514.93 for the proposed development.

As of the writing of this staff report, there have been 9 responses to the public notices. Of those responses, two are in favor and seven are opposed. Those responses are included in the packet. If there are any more staff will present those at the meeting. There was a public hearing held on November 3, 2020. This is the second public hearing.

STAFF REVIEW:

Staff finds that the proposed PUD for Aspen Heights does not meet the intent of the provisions for PUD Review Criteria as listed in Section 10.203.13 of the UDC.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

ATTACHMENTS:

1. 210219-AspenHeightsHutto-PUD w page numbers
2. 20210407_Aspen Heights TIA Determination Form
3. 20210427_Aspen Heights_Traffic Analysis
4. PUD Review Criteria

ASPEN HEIGHTS

PLANNED UNIT DEVELOPMENT

Hutto, Texas

ASPEN HEIGHTS PLANNED UNIT DEVELOPMENT

The proposed development of the Farley tract on FM 1660 known as Aspen Heights Hutto is intended to be a new neighborhood of single-family rental homes that promotes a lifestyle of a community where individuals and families can live, work and play. Our guiding principles of our Planned Unit Development reflect a strong connectivity to the adjacent single-family neighborhood to the north and Farley Middle School to the south. The Aspen Heights community will include high quality housing, appealing landscaping, open areas, walking paths and family-oriented amenities.

Aspen Heights Partners is proposing a new, market rate single family rental project in Hutto, Texas. The project will consist of 231 two, three, and four bedroom homes on 36.6 acres located at 9261 - 9213 FM 1660, Hutto, Texas.

The investment thesis is centered on providing potential residents unable or unwilling to continue residing in traditional apartment complexes with a reasonably priced alternative that offers best-in-class amenities and the space and privacy typically associated with purchasing a home.

The Project will be a community of luxury single-family detached rental homes with resort style amenities nestled in Hutto, a northeastern suburb of the rapidly-expanding Austin MSA. The project's two, three- and four-bedroom homes with attached garages will have modern interiors with designer finishes. Granite counters, stainless steel appliances, washer/dryers, custom tile and flooring of luxury vinyl tile and low pile carpet are included in all homes. Touch screen thermostats, energy efficient lighting and high bandwidth cabling are carefully planned in each home. Fully fenced backyards and beautifully landscaped yards enhance the homes.

The Aspen Heights neighborhood will be close to schools, shopping and restaurants. The project neighbors Round Rock, Georgetown, Pflugerville and is less than thirty minutes from Austin and ABIA International airport.



1. General Provisions

1.1 Definitions

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Hutto Code of Ordinances, as amended, hereinafter referred to as “the Unified Development Code” or “UDC”.

1.2 Property

This Plan covers approximately 36.624 acres of land, located within the City of Hutto, Texas, and more particularly described in Exhibit “A”.

1.3 Purpose

The purpose of this Plan is to ensure a PUD that: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the Hutto 2040 Comprehensive Plan, as amended, 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) provides benefits of open space, aesthetic features, harmonious design, and a strong commitment of connectivity to the public sidewalks and adjacent property, 5) is adequately provisioned by essential public facilities and services, and 6) 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.

1.4 Applicability of City Ordinances

1.4.1 Zoning Ordinance

All aspects not specifically covered by this Plan shall be regulated by the SF-2 zoning district, as amended. If there is a conflict between this Plan and Code, this Plan shall supersede the specifics conflicting provisions of the Code.

1.4.2. Other Ordinances

All other Ordinances within the Code, as applicable and amended, shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Plan shall control.

EXHIBIT A: PRELIMINARY SITE PLAN



1.5 Project Overview

1.5.1. Purpose of Plan

The purpose of the Plan is to provide a new development of affordable single family rental homes that promote of a lifestyle of community where families can live, work and play.

1.5.2. Concept Plan

This Plan, as depicted in Exhibit "A", shall serve as the Concept Plan for the Project.

1.5.3. Platting and Site Plan

The Property shall be permitted to be platted with multiple single family detached homes located on one common lot.

1.5.4. Land Use

(1) The residential housing type shall be single family detached units on a common lot, with each dwelling unit having a private external entrance, private attached garage and parking and a private yard area.

(2) A maximum of 231 units shall be allowed.

(3) A clubhouse/pavilion, swimming pool and children's playscape shall be included in the Project.

EXHIBIT B: PRELIMINARY PHASING PLAN

EXIT ONLY,
RIGHT-OUT ONLY

PHASE 1

PHASE 2

1.6 Development Standards

1.6.1. Exterior Finish

- (1) The modern farmhouse style shall be 100% horizontally installed or board and batten cement-based siding on all units.
- (2) Cedar shall be limited to accent features.

1.6.2. Garage Door Treatment

- (1) An upgraded garage door defined as a faux wood or wood clad shall be required.
- (2) Garages shall be front load and placed forward of the front façade.
- (3) Garages shall not be more than 58% of the house lineal footage width on 90% of the homes (2-3 bdr) and 75% of the house lineal footage width on 10% of the homes (4 bdr).

1.6.3. Repetitive Design and Required Elements

- (1) The Project shall have a minimum of seven different elevations which will be placed so that identical elevations are not on adjacent lots or directly across the street.
- (2) Each home will have a functional porch on the front, side or back. Front or side covered porches will be approximately 30-100 square feet and rear or back covered porches will be approximately 80-130 square feet.

1.6.4. Yard and Perimeter Fencing

- (1) Each home shall have a back yard privacy fence constructed of cedar boards, treated wood or metal posts and treated rails.
- (2) Perimeter fencing types are:
 - (a) Wrought iron, steel or aluminum.
 - (b) Cedar boards, treated wood or metal posts, treated rails with dry stacked stone columns.

1.6.5. Building Setbacks

- (1) Setbacks for the common platted lot containing the detached single-family units shall be according to those established for the SF-2 zoning district except as follows;
 - (a) Front yard setback (min) = 10'
 - (b) Garage door setback (min) = 10'
 - (c) Rear yard setback (min) = 10'
- (2) All units shall have a minimum of 10' of separation from their foundations.

1.6.6. Parking

- (1) A total of 2 parking spaces shall be provided at each unit.
- (2) Street guest parking will be provided on one side of the street only.
- (3) A total of 1,155 will be included on the site (462 spaces at the living unit 2 car garage, 462 guest spaces at the driveways of the living spaces and 231 additional guest spaces on the project). A parking table has been included on the site plan.
- (4) Parking for the clubhouse/pavilion will be provided as required by the Code of Ordinances and the UDC.

EXHIBIT C: PRELIMINARY FENCING PLAN

FENCE POSTS TO BE PLACED BETWEEN EXISTING
WOOD FENCE POSTS – FIELD VERIFY EACH LOCATION

- 5' WROUGHT IRON POOL FENCING
- 6' WROUGHT IRON PERIMETER FENCING
- 6' HORIZONTAL WOOD FENCE WITH DRY STACK COLUMNS
- 7' HORIZONTAL WOOD PRIVACY FENCE

1.6 Development Standards (Cont.)

1.6.7. Public Streets

- (1) A minimum width of 30' from 'back of curb to back of curb' shall be used for all public streets other than the entry collector.
- (2) Public streets will not connect to the existing single-family neighborhood to the north but will connect with a landscaped sidewalk area. The existing dead-end streets will be removed (if approval is granted by the neighborhood association). A landscape area will be created in the area of the dead-end streets.

1.6.8. Landscape and Bufferyards

- (1) Along the northern and eastern boundaries a low-level bufferyard shall be installed, consisting of;
 - (a) A 10' wide planting area or a 5' planting area plus a 7' horizontal wooden perimeter fence, either replacing the existing neighborhood fence or allowing the existing neighborhood to tie into it.
 - (b) Two native tall trees and one native short tree per every fifty linear feet of bufferyard (which shall allow trees to be clustered along lengthy stretches of boundary).
- (2) All homes shall have one native tall tree or two native short trees
- (3) Tree lawn area shall have one native tall tree per 30'-40' of linear public street frontage, including a root barrier detail which will be used in conditions where required trees are located near utility lines.
- (4) Native tall and short trees shall have a trunk a minimum of 2" caliper.
- (5) Planted shrubs shall be a one-gallon container and grow to 2' at maturity.

1.7 Parkland Dedication

- 1.7.1 Parkland shall be provided by Fee-In-Lieu per the Code of Ordinances and UDC.

1.8 Changes to the Development Plan

1.8.1. Minor Changes

Minor changes (10%) to the Plan which do not substantially and adversely change this Plan may be approved administratively, if approved in writing by Development Services and the City Attorney.

1.8.2. Major Changes

All changes not permitted above shall be resubmitted following the same procedure required by the original PUD application.

EXHIBIT D: METES AND BOUNDS

A METES AND BOUNDS

DESCRIPTION OF A

36.624 ACRE TRACT OF LAND

BEING a 36.624 acre (1,595,340 square feet) tract of land situated in the William Gatlin Survey No. 23, Abstract No. 271, City of Hutto, Williamson County, Texas; and being a portion of a tract called 40.846 acres in instrument to Stuart Gregory Farley recorded in Document No. 2006032605 of the Official Public Records of Williamson County; said 40.846 acres being the same tract described by metes and bounds in Document No. 2003028462 of the Official Public Records of Williamson County; and being more particularly described as follows:

BEGINNING at a Type II TxDOT right-of-way monument found on the easterly boundary F.M. 1660 (variable width public right-of-way) and the southerly boundary of Lot 7, Block H of Glenwood Subdivision Phase One, plat of which is recorded in Document No. 2003022092 of the Official Public Records of Williamson County, marking the northeast corner of that certain 4.2031 acre Parcel 01 described in Lis Pendens as The State of Texas vs. Stuart Gregory Farley, recorded in Document No. 201602005 of the Official Public Records of Travis County, and marking the northwest corner of the herein described tract;

THENCE, South 82°37'17" East, 2312.18 feet along the southerly boundary of said Glenwood Subdivision Phase One to a 1/2-inch iron rod (w/cap stamped "AMERI SURVEYORS") found on the southerly boundary of Lot 26, Block F of Glenwood Subdivision Phase 2A, plat of which is recorded in Document No. 200500945 of the Official Public Records of Williamson County, marking the northwest corner of that certain 16.813 acre tract described in instrument to Francisco J. and Martha G. Perez, recorded in Document No. 2015079930 of the Official Public Records of Williamson County, and marking the northeast corner of the herein described tract;

THENCE, South 07°57'03" West; at 628.68 feet passing the northwest corner of that certain 0.623 acre tract described in instrument to Williamson County Emergency Services #3, recorded in Document No. 2005001732 of the Official Public Records of Williamson County; continuing for a total distance of 929.99 feet to a 1/2-inch iron rod (w/cap stamped "KHA") set on the northeasterly right-of-way line of aforesaid F.M. 1660 marking the southern-most northeast corner of aforesaid 4.2031 acre Parcel 01, and marking the southeast corner of the herein described tract;

THENCE, over and across the aforesaid 40.846 acre tract, and along the northeasterly right-of-way line of said F.M. 1660, same being the northeasterly boundary of the said 4.2031 acre tract, the following ten (10) courses and distances:

1. North 75°35'21" West 5.67 feet to a Type II TxDOT right-of-way monument found for corner;
2. South 56°06'46" West 33.26 feet to a Type II TxDOT right-of-way monument found for corner;
3. North 75°35'21" West 569.11 feet to a Type II TxDOT right-of-way monument found at a point of curvature;
4. in a northwesterly direction along a tangent curve to the right having a central angel of 10°18'00", a radius of 1415.00 feet, a long chord bearing and distance of North 70°26'21" West, 254.03 feet, and a total arc length of 254.37 feet to a Type II TxDOT right-of-way monument found at a point of tangency;
5. North 65°17'21" West; at 3.59 feet passing a found 1/2-inch iron rod (w/green plastic cap); continuing for a total distance of 614.73 feet to a Type II TxDOT right-of-way monument found for corner;
6. North 20°17'21" West 35.36 feet to a Type II TxDOT right-of-way monument found for corner;
7. North 65°17'21" West 70.00 feet to a Type II TxDOT right-of-way monument found for corner;
8. South 69°42'39" West 35.36 feet to a Type II TxDOT right-of-way monument found for corner;
9. North 65°17'21" West 304.17 feet to a 1/2-inch iron rod (w/cap stamped "KHA") set at a point of curvature;
10. in a northwesterly direction along a tangent curve to the right having a central angel of 61°15'35", a radius of 685.00 feet, a long chord bearing and distance of North 34°39'33" West 698.00 feet, and a total arc length of 732.39 feet to the **POINT OF BEGINNING** and containing 36.624 acres of land in Williamson County, Texas.

The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



EXHIBIT OF
36.624 ACRES OF LAND
WILLIAM GATLIN SURVEY No. 23,
ABSTRACT No. 271, CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS.

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

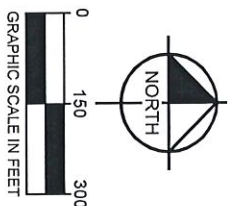
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	10/19/2020	069241808	1 OF 2

EXHIBIT E: SURVEY

JOHN G. MOSIER
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SAN ANTONIO, TEXAS 78216
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greg.mosier@kimley-horn.com



GEODETIC BASIS STATEMENT: The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the GRID. The unit of linear measurement is U.S. Survey Feet.



LEGEND
P.O.B. = POINT OF BEGINNING
IRSC = 1/2" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IPF = IRON PIPE FOUND
OPRWC = OFFICIAL PUBLIC RECORDS WILLAMSON COUNTY
DRWC = DEED RECORDS WILLAMSON COUNTY

CR 137
CALLED EXHIBIT A-1 - 35.00 ACRES
BLI, INC.
DOC# 2008053089 OPRWC

CR 137
CALLED EXHIBIT A-2 - 3.68 ACRES
BLI, INC.
DOC# 2008053089 OPRWC

CR 137
CALLED 3.9156 ACRES
1660 REAL ESTATE LLC
DOC# 2018022871 OPRWC

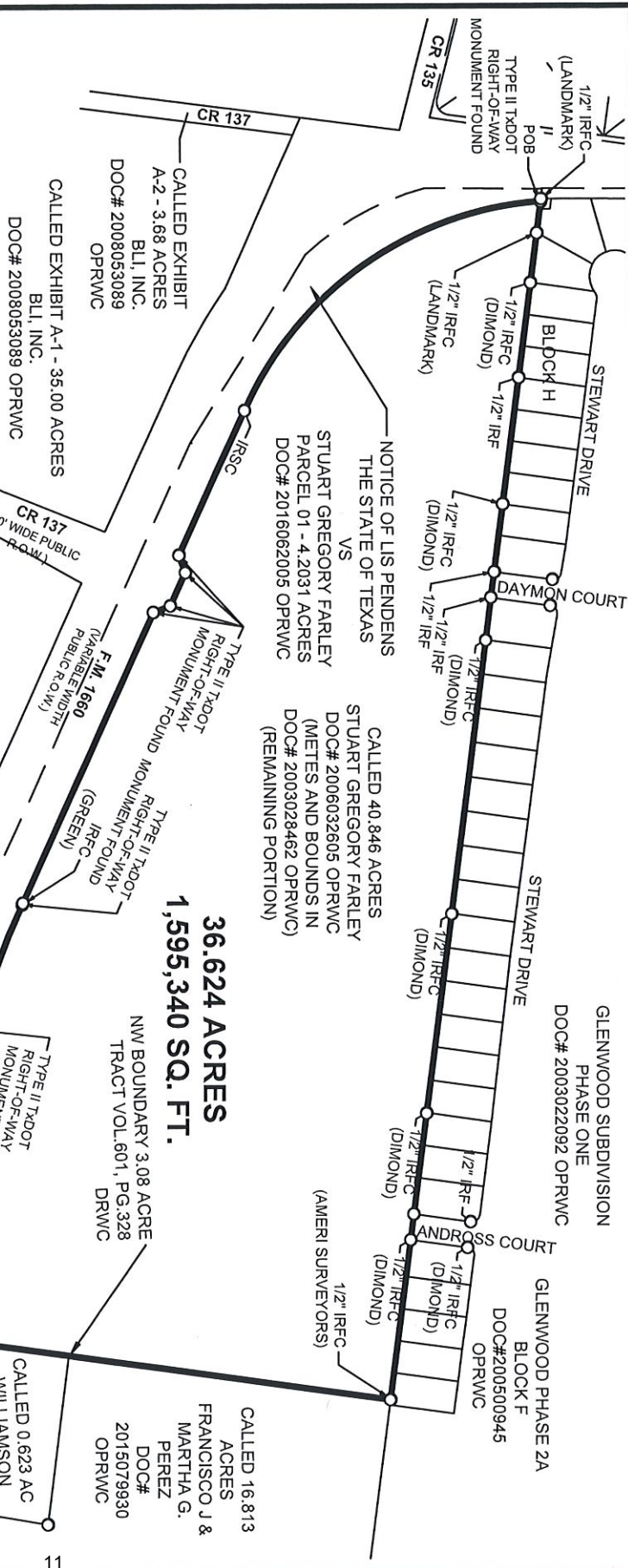
CR 137
CALLED 0.623 AC
WILLAMSON COUNTY
EMERGENCY SERVICE #3
DOC# 2005001732 OPRWC

CR 137
CALLED 16.813 ACRES
FRANCISCO J & MARTHA G. PEREZ
DOC# 2015079930 OPRWC

CR 137
CALLED 40.846 ACRES
STUART GREGORY FARLEY
DOC# 2006032605 OPRWC
(METES AND BOUNDS IN
DOC# 2003028462 OPRWC)
(REMAINING PORTION)

CR 137
CALLED 40.846 ACRES
STUART GREGORY FARLEY
DOC# 2006032605 OPRWC
(METES AND BOUNDS IN
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CR 137
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(METES AND BOUNDS IN
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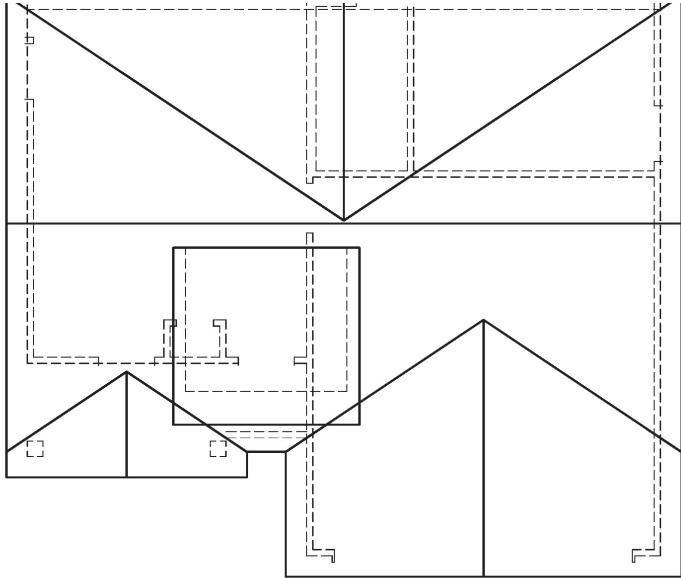
36.624 ACRES
1,595,340 SQ. FT.

EXHIBIT OF
36.624 ACRES OF LAND
WILLIAM GATLIN SURVEY No. 23,
ABSTRACT No. 271, CITY OF HUTTO,
WILLAMSON COUNTY, TEXAS.

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240
Scale: 1" = 300'
Drawn by: MAV
Checked by: JGM
Date: 10/19/2020
Project No.: 069241808
Sheet No.: 2 OF 2

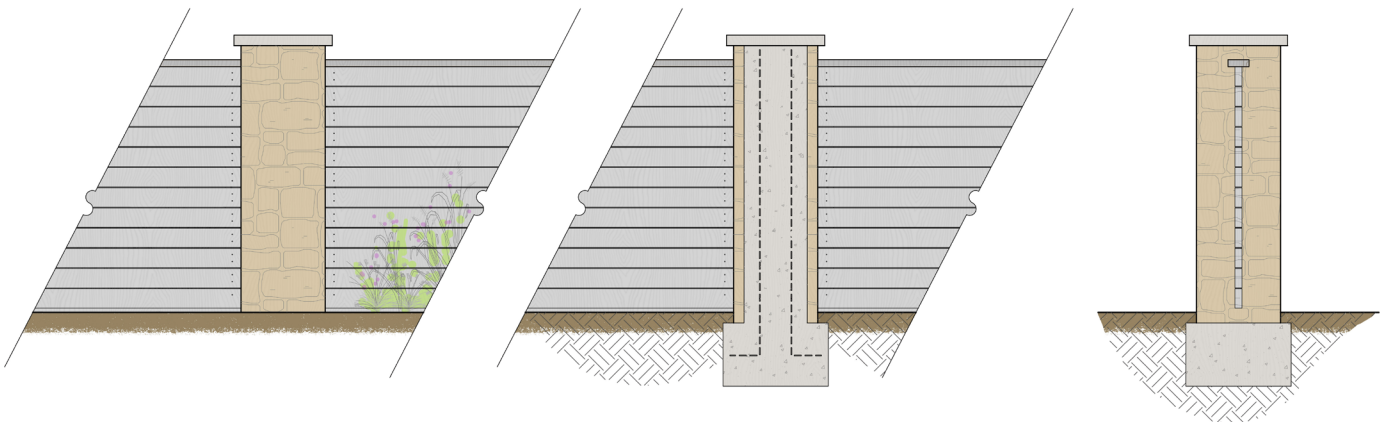
EXHIBIT F: ARCHITECTURAL EXAMPLES



**'A' Elevation
Plan 1
Sketch 1206**

NOTE: These images are representative of the exterior architectural materials only.

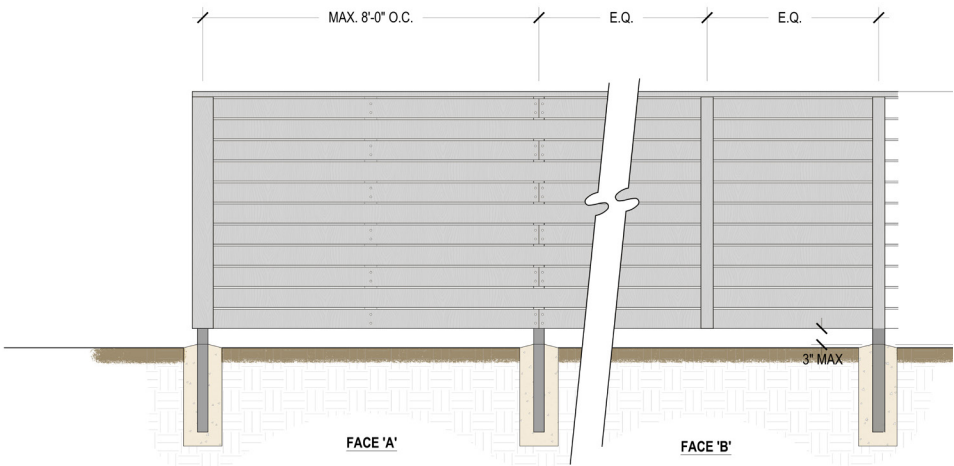
EXHIBIT G: CONCEPTUAL PERIMETER FENCING



HORIZONTAL WOOD FENCE W/ STONE COLUMN

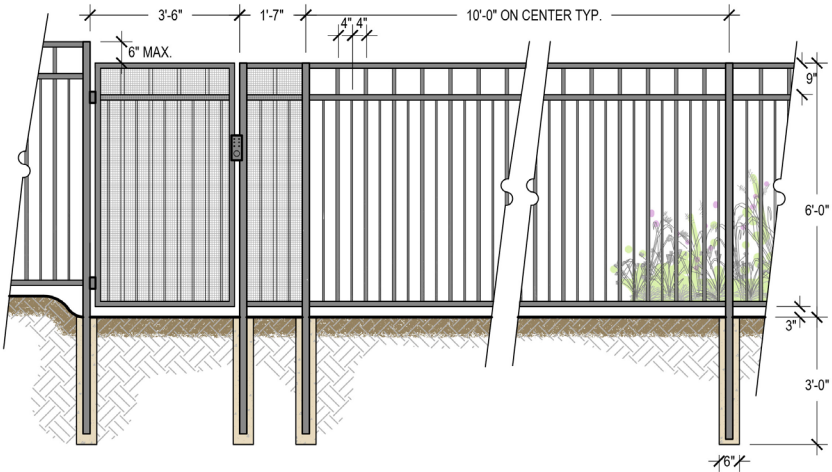
NOTE: Dry stack stone columns to be spaced every ±80'. All wood to be stained grey.

SCALE: 1/2" = 1'-0"



- NOTES:
- 1. All wood to be stained grey.
 - 2. Fence posts to be placed between existing wood fence posts - field verify each location.

WOOD SCREENING FENCE

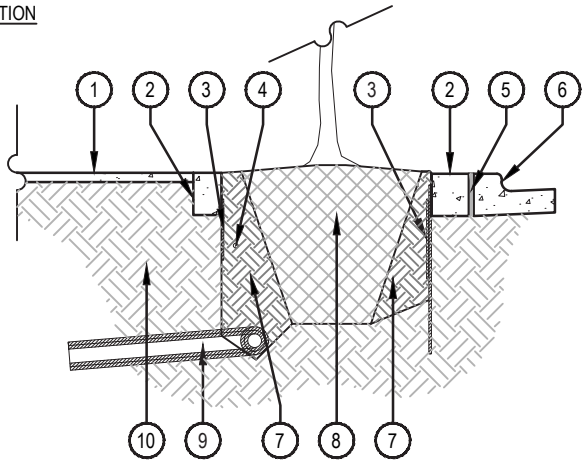


- NOTES:
- 1. Metal pool fence to be 5' HT.
 - 2. Metal perimeter fence to be 6' HT.

METAL FENCE

EXHIBIT H: CONCEPTUAL TREE ROOT BARRIER DETAIL

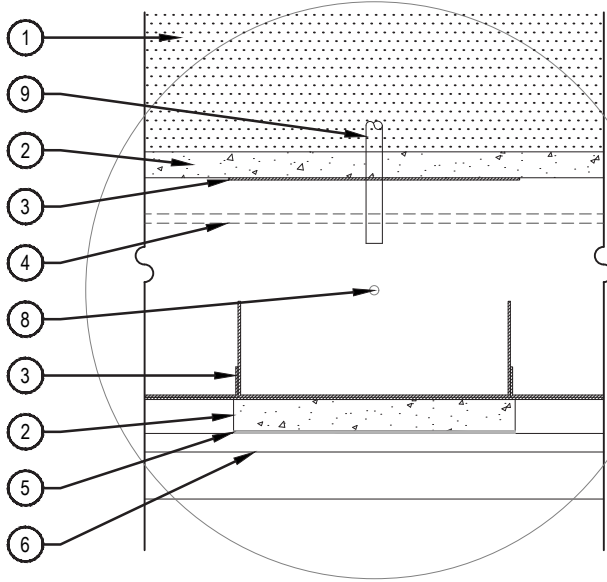
SECTION



NOTES:

- 1. TREE WELLS SHALL NOT CONFLICT WITH EXISTING OR PROPOSED WATER OR WASTEWATER LINES AND SHALL NOT BE INSTALLED WITHIN A MINIMUM HORIZONTAL DISTANCE OF 900mm (36") FROM THE OUTSIDE OF ANY PUBLIC OR PRIVATE UTILITY LINE OR APPURTENANCE.

PLAN



- ① ADJACENT CONCRETE WALK
- ② PC CONCRETE BEAM
- ③ GEOTEXTILE / BENTONITE CLAY WATERPROOFING MEMBRANE. UB 48-2 TYPE ROOT BARRIER LOCATED ALONG RIVERSIDE FOR ENTIRE PLANTING ZONE. REF. CIVIL FOR SPECS. AND LOCATION OF 1/4" STEEL PLATE ROOT BARRIER TO PROTECT STORM INLET.
- ④ IRRIGATION
- ⑤ ISOLATION JOINT
- ⑥ CURB AND GUTTER, REF. CIVIL PLANS
- ⑦ AMENDED PLANTING SOIL PER CITY OF AUSTIN SPECIFICATIONS
- ⑧ ROOTBALL AND VEGETATION
- ⑨ DRAINAGE LINE
- ⑩ COMPACTED SUBGRADE, PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS

ROOT BARRIER PLAN AND SECTION

SCALE: 1/2" = 1'-0"

EXHIBIT I: CONCEPTUAL POND TRAIL PLAN



EXHIBIT J: STREET SECTION | PUBLIC ENTRY DRIVE

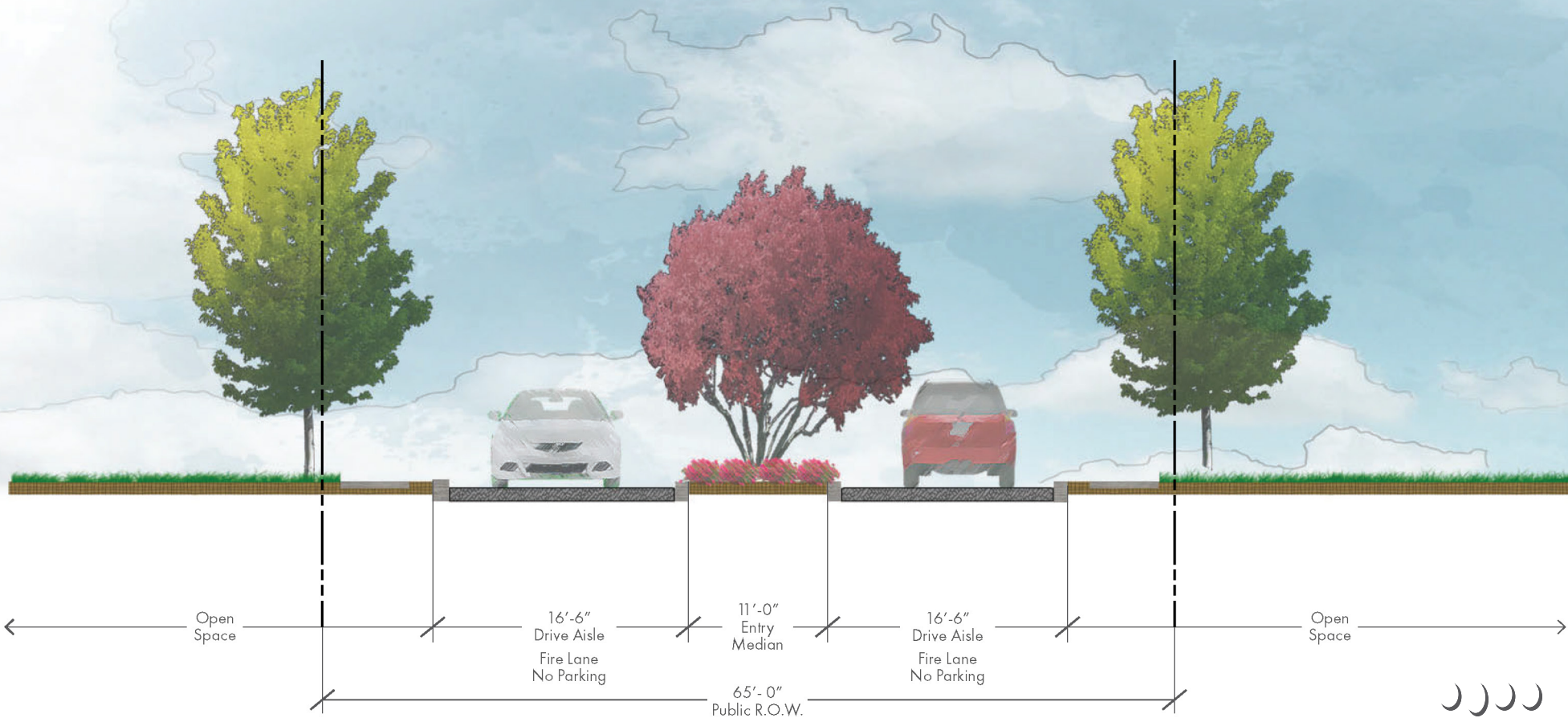


EXHIBIT K: STREET SECTION | PUBLIC STREET

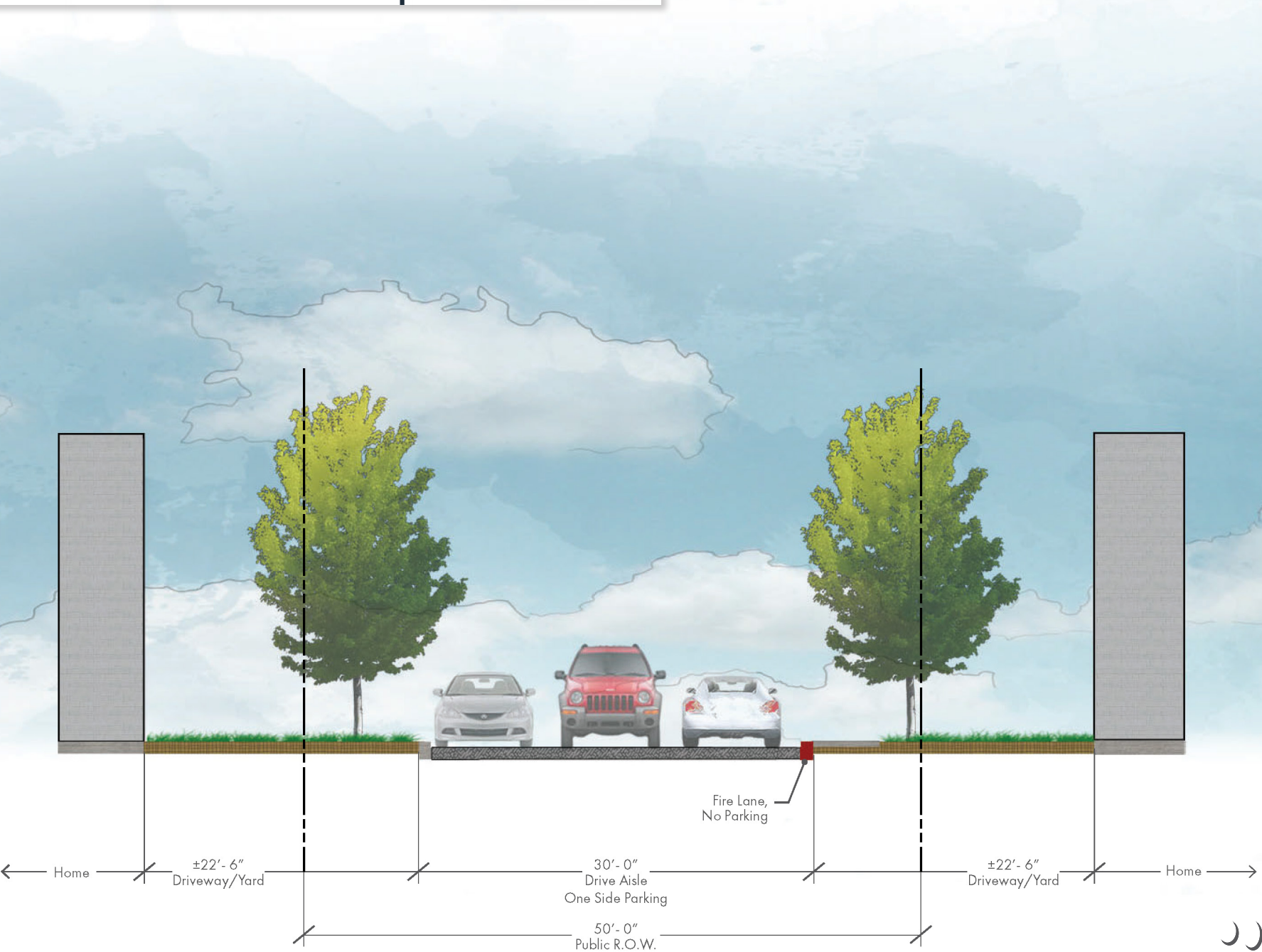
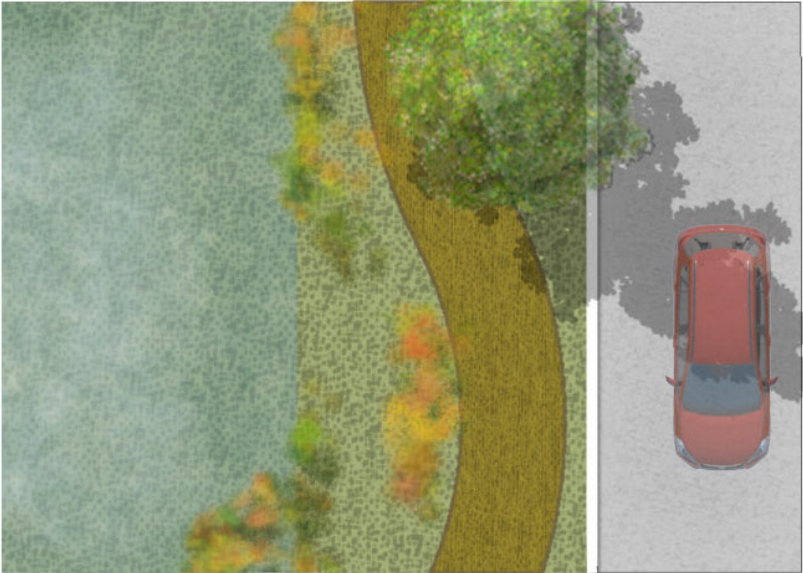
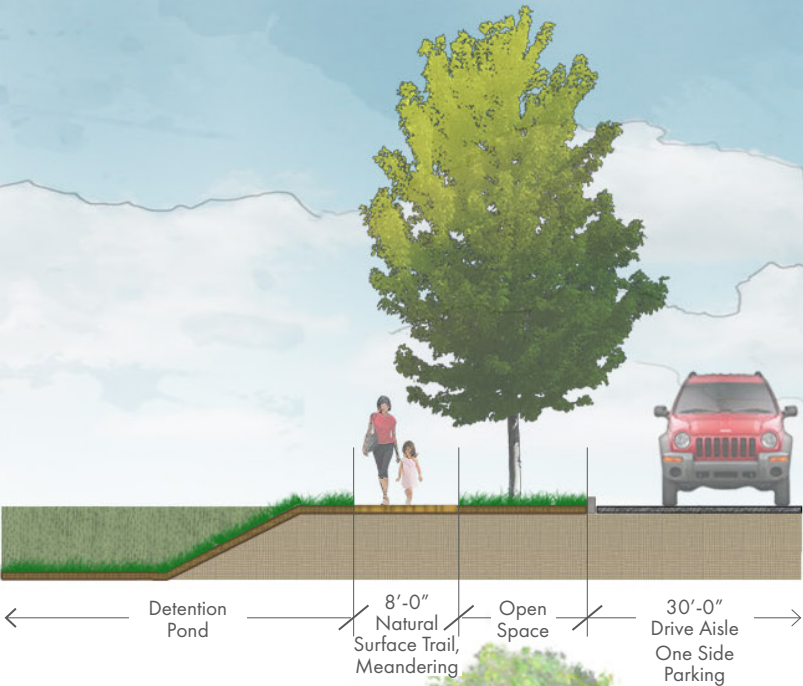


EXHIBIT L: STREET SECTION | POND TRAIL



TYPICAL UTILITY LOCATION

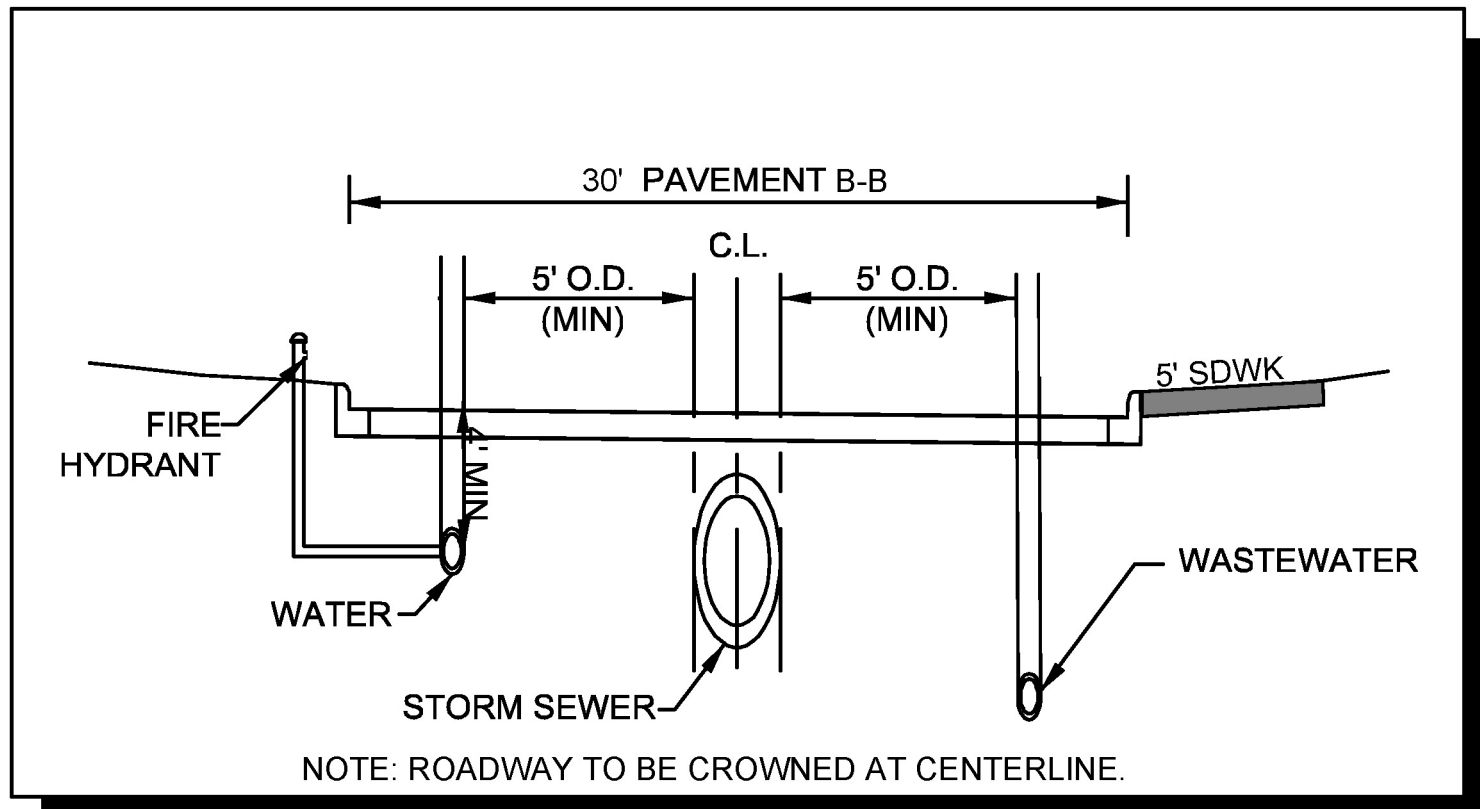


EXHIBIT N: CONCEPTUAL ENTRY ELEMENTS



PRIMARY ENTRY SIGN



Patent pending



Patent pending

ENTRY POLE LIGHT

EXHIBIT O: CONCEPTUAL AMENITIES





CITY OF HUTTO
TRAFFIC IMPACT ANALYSIS (TIA) DETERMINATION WORKSHEET
 APPLICANT MUST FILL IN WORKSHEET PRIOR TO SUBMITTING FOR TIA DETERMINATION

PROJECT NAME: Aspen Heights Residential Development
 LOCATION: W of FM 1660 and Mager Ln
 APPLICANT'S AGENT: Dawniele Metsker-Galarza, P.E. TELEPHONE NO.: 210-321-3431

APPLICATION STATUS: DEVELOPMENT ASSESSMENT: _____ ZONING: _____ SITE PLAN: X

EXISTING:

PHASE NUMBER	BLDG SQ.FT.	LAND USE	ITE CODE	DAILY TRIP RATE/EQ	DAILY TRIPS

PROPOSED

PHASE NUMBER	BLDG SQ.FT.	LAND USE	ITE CODE	DAILY TRIP RATE/EQ	DAILY TRIPS	AM / PM RATE/EQ	AM TRIPS	PM TRIPS
1	231 DU	Residential Planned Unit Development	270	$\text{Ln}(T)=0.94\text{Ln}(x)+2.43$	1,893	AM: $\text{Ln}(T) = 0.88\text{Ln}(x)+0.26$ PM: $\text{Ln}(T)=0.96\text{Ln}(X)+0.20$	156	227
Totals				1,893			156	227

ABUTTING ROADWAYS

STREET NAME	PROPOSED ACCESS?	PAVEMENT WIDTH	CLASSIFICATION
FM 1660	Yes	Existing - 50 ft of pavement	Minor Arterial

NOTE: A TIA determination must be made prior to submittal of any zoning or site plan application. Therefore, this completed and reviewed form MUST ACCOMPANY any subsequent application for the IDENTICAL project. CHANGES to the proposed project will REQUIRE a new TIA determination to be made.

TRAFFIC STUDY

DATE: APRIL 27, 2021

TO: SAMUEL RAY, P.E.
CITY OF HUTTO

FROM: AMY AVERY, P.E., PTOE
KIMLEY-HORN

RE: ASPEN HEIGHTS DRIVEWAY AND TRAFFIC ANALYSIS



The purpose of this memorandum is to document the traffic analysis prepared for a proposed 231 dwelling unit residential planned unit development located on FM 1660 between CR 135 and Swindoll Lane in Hutto, Texas. Based on the trip generation and criteria in section 10.615.4 of the City of Hutto Unified Development Code, a TIA is not required for the subject site as the proposed development generates less than 2,000 daily trips. However, the City has requested this limited analysis traffic study based on section 10.312.11 as the development does generate at least 100 peak hour trips.

PROPOSED LAND USES

The site is currently undeveloped. The proposed development will consist of a 231 dwelling unit residential planned unit development. **Figure 1** shows the proposed site plan. Traffic projections were prepared for the proposed development based on the trip generation rates found in the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation Manual, 10th Edition*. **Table 1** summarizes the land use and total number of trips that are expected to be generated by the proposed development during the AM and PM peak periods and on a daily basis. The number of trips generated represents the number of vehicles entering and exiting the proposed development to and from the adjacent street system.

Table 1: Proposed Land Use and Site Generated Trips

Land Use	ITE Code	Amount	Units	Daily One-Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Phase 1 - 2024										
Residential Planned Unit Development	270	231	Dwelling Unit(s)	1,894	34	122	156	111	60	171
Total Net New External Trips				1,894	34	122	156	111	60	171
Trip generation based on ITE's Trip Generation Manual, 10th Edition. Pass-by trips based on ITE's Trip Generation Handbook, 3rd Edition.										

Trip generation based on ITE's Trip Generation Manual, 10th Edition.
Pass-by trips based on ITE's Trip Generation Handbook, 3rd Edition

PROPOSED SITE ACCESS POINTS

This site is anticipated to have three access points. Access A is a proposed at the existing intersection of FM 1660 & CR 135 and shall be restricted to emergency access only. Access B is a proposed full access driveway at the existing intersection of FM 1660 & CR 137, and Access C is another proposed full access driveway on FM 1660, approximately 1,050 feet east of Access B.

The proposed driveway spacing is consistent with TxDOT driveway spacing criteria, given the posted speed of 55 miles per hour on FM 1660. Preliminary coordination has occurred with TxDOT and the City of Hutto and approval of proposed access points is expected when driveway permit applications are submitted.

TRAFFIC DISTRIBUTION AND ASSIGNMENT

The distribution and assignment of the build out site-generated traffic to the study area roadway network was performed to reflect the anticipated local traffic patterns. **Figure 2** shows the proposed distribution for the development.

The anticipated turning movement volumes were computed based on trip generation information and directional distribution assumptions. **Figure 3** shows the projected AM and PM peak hour site related trips.

The trip generation, directional distribution, and trip assignment are attached to this memorandum. No reduction will be taken for internal capture, transit, or pass-by.

TURN LANE EVALUATION

Based on TxDOT deceleration auxiliary lane thresholds, a deceleration lane is required when anticipated turning movements are 50 vehicles per hour or more and the posted speed limit is greater than 45 mph. At speeds less than or equal to 45 miles per hour a deceleration lane is required when anticipated turning movements are 60 vehicles per hour. The speed limit on FM 1660 is 55 miles per hour. **Table 2** summarizes the turn lane requirements for the proposed development access points.

Table 2: Anticipated Turn Lane Requirements

Turn Lane Location	Right-Turn Volume (vph)	Left-Turn Volume (vph)	Right-Turn Threshold Met?	Left-Turn Threshold Met?
Access A/CR 135 & FM 1660	-	-	-	-
Access B/CR 137 & FM 1660	3 (PM)	83 (PM)	No	Yes
Access C & FM 1660	2 (PM)	11 (PM)	No	No

Installation of a southbound left-turn deceleration lane is triggered at the intersection of Access B/CR 137 & FM 1660. Based on the speed limit of 50 miles per hour, a total deceleration length of 525 feet is required, of which 100 feet is taper, and 100 feet is storage. No additional pavement is required due to an existing two-way center left-turn lane on FM 1660. Whether or not the striping will require modification will be coordinated with TxDOT during the driveway permitting process.

IMPACT FEE CALCULATIONS

The City of Hutto recently passed an ordinance that grants the city the power to assess and collect Transportation Impact Fees from developments to fund capital projects that improve the transportation system. Table 3 summarizes the impact fee calculations associated with the proposed development.

When the impact fee study was completed in 2018 the land uses the study was based on were from the 9th edition of the ITE Trip Generation Manual. The land use most applicable to the proposed development that was included in the impact fee study is land use code 220 – Apartment/Multi-Family/Condominium.

The development is not adjacent to any of the projects identified in the impact fee CIP so the responsibility of the development is limited to the calculated transportation impact fee.

Table 3: Impact Fee Summary

Impact Fee Study Land Use (Based on 9 th Edition ITE)	Number of Dwelling Units (DU)	Vehicle-Miles per DU	Adopted Transportation Impact Fee rate (per veh-mi)	Calculated Transportation Impact Fee
Apartment/Multi-family/Condominium	231	3.16	\$784.31	\$572,514.93

SUMMARY AND RECOMMENDATIONS

Based on the analysis performed in this technical memorandum, we offer the following conclusions and recommendations to support the development:

- Access A/CR 135 & FM 1660
 - o Access A shall be restricted to emergency access only.
- Access B/CR 137 & FM 1660
 - o Signalization of the westbound approach (Access B).
 - o Installation of a southbound left-turn lane is recommended. Based on the speed limit of 50 miles per hour, a total deceleration length of 525 feet is required, of which 100 feet is taper, and 100 feet is storage. No additional pavement is required due to an existing two-way center left-turn lane on FM 1660. Whether or not the striping will require modification will be coordinated with TxDOT during the driveway permitting process.
- Access C & FM 1660
 - o Access C requires no improvements to operate as full access.
- FM 1660 has been widened adjacent to the site previously. Therefore, the development is not subject to the border street requirements and is subject only to the adopted impact fee assessment of \$572,514.93.

Attachments:

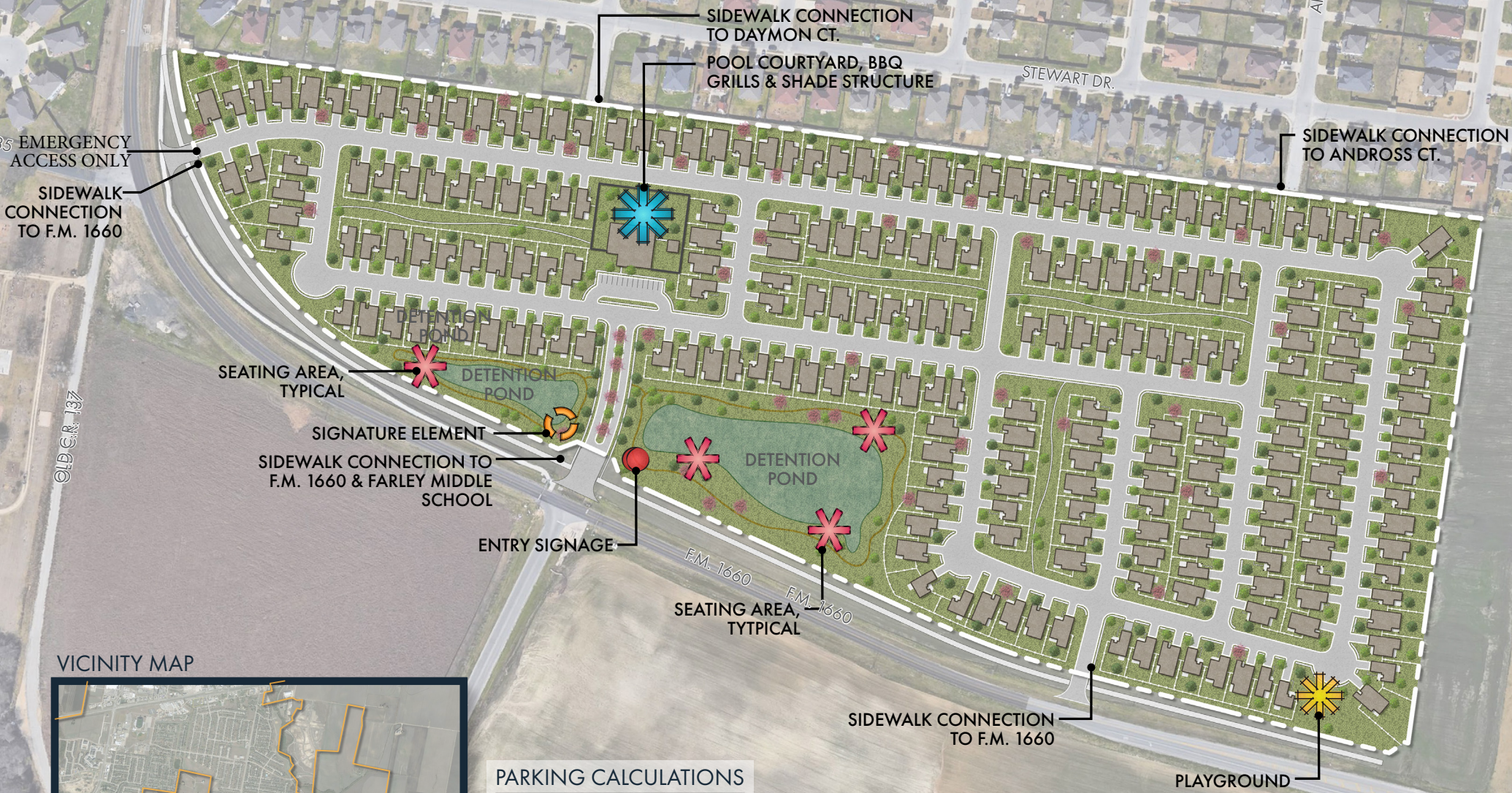
1. Figure 1: Site Location
2. Figure 2: Site Plan
3. Figure 3: Trip Distribution
4. Figure 4: Trip Assignment
5. City of Hutto Study Scope Documentation

Plotted By:Kline, Justin April 27, 2021 03:15:25pm K:\SNA_IP\TO\069241808 - Aspen Heights (Hutto)\CAD\SHEETS\20210414_Aspen Heights_Memo Sheets.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

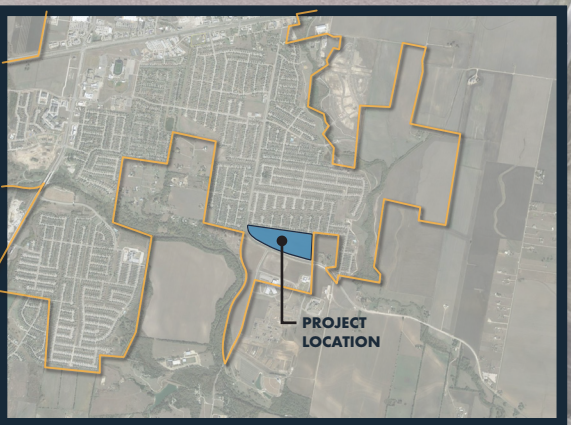


ASPEN HEIGHTS RESIDENTIAL DEVELOPMENT		SITE LOCATION		FOR REVIEW ONLY		Kimley»Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 601 NW LOOP 410, SUITE 350, SAN ANTONIO, TX 78216 PHONE : 210-541-9166 FAX: 210-541-8699 WWW.KIMLEY-HORN.COM TBPE FIRM NO. 928																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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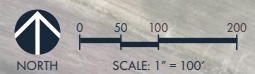
EXHIBIT A: PRELIMINARY SITE PLAN



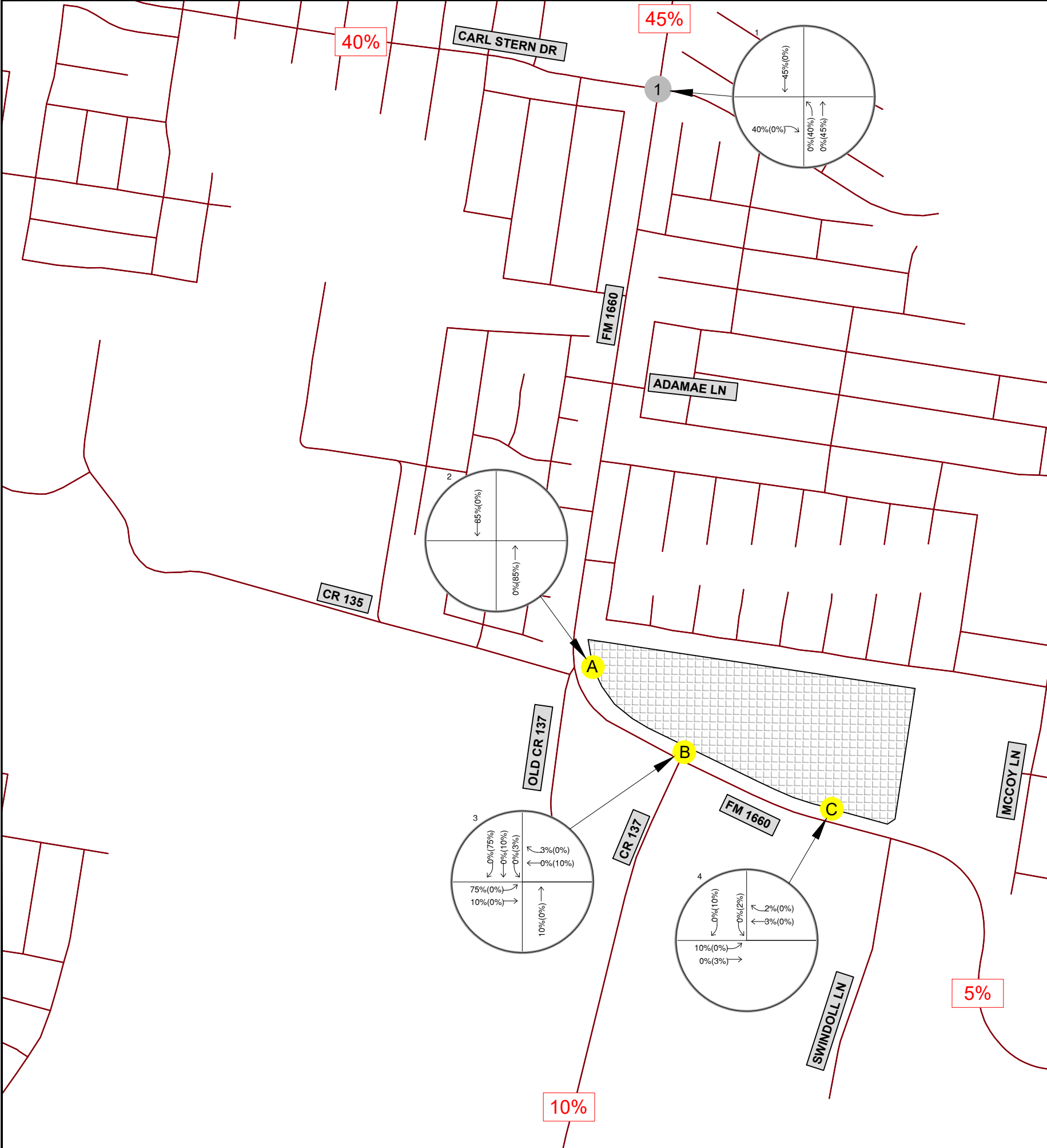
VICINITY MAP



PARKING CALCULATIONS	
Garage Spaces (2 per unit)	462
Driveway Spaces (2 per unit)	462
Street Parking	231
Total Provided Spaces	1,155



Plotted By: Kline, Justin April 27, 2021 03:15:40pm K:\SWA_IP\TO\069241808 - Aspen Heights (Hutto)\CAD\SHEETS\20210414_Aspen Heights_Memo Sheets.dwg
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NORTH

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XX(XX)

TURNING MOVEMENT

INBOUND (OUTBOUND) TURNING DISTRIBUTION

ASPEN HEIGHTS
RESIDENTIAL
DEVELOPMENT

SHEET NUMBER
3

TRIP DISTRIBUTION

KHA PROJECT
069241808

DATE
APRIL 2021

SCALE AS SHOWN

DESIGNED BY

DRAWN BY

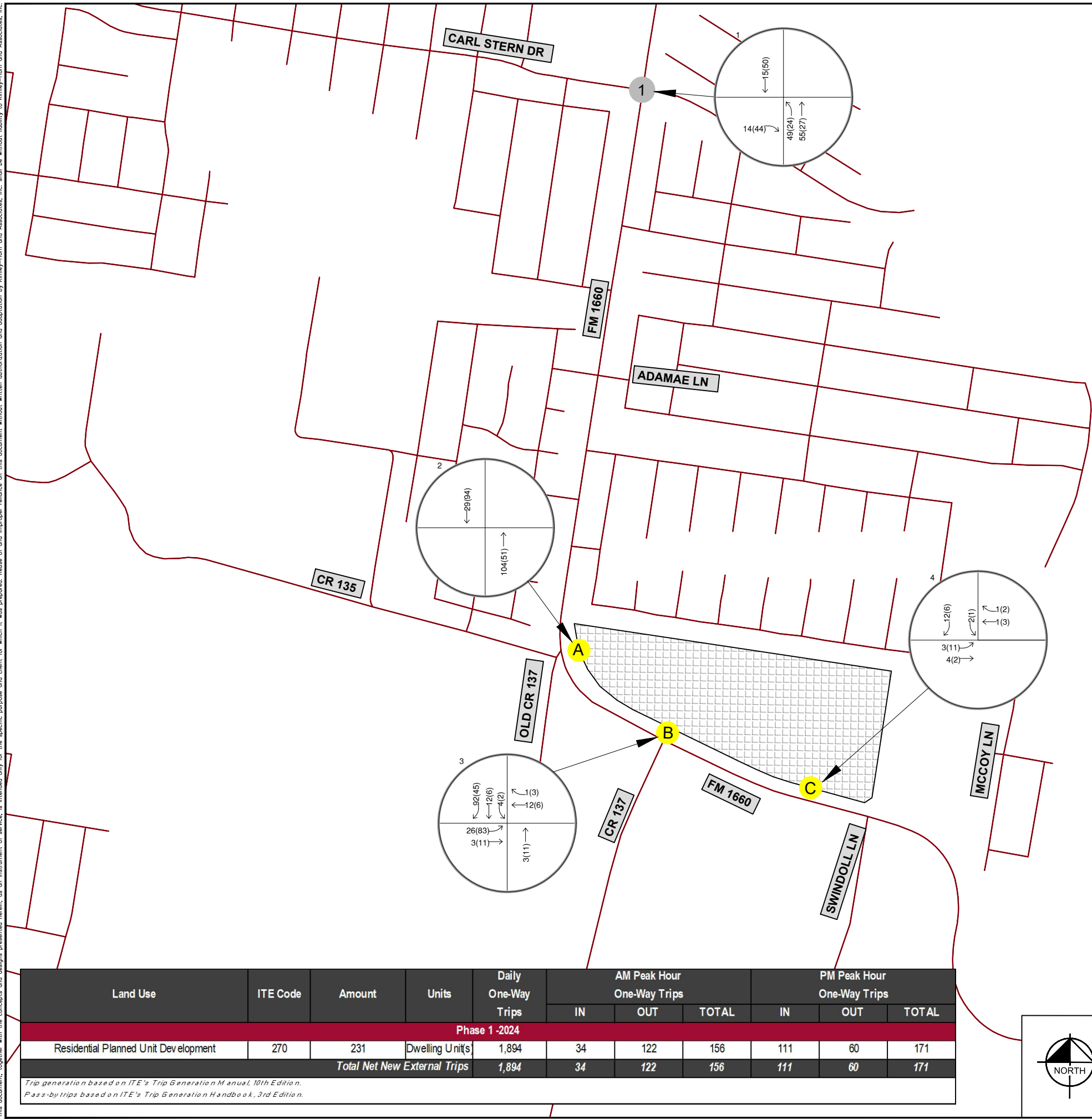
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PHONE : 210-541-9166 FAX: 210-541-8699
WWW.KIMLEY-HORN.COM TBPE FIRM NO. 928

No.	REVISIONS	DATE	BY



Land Use	ITE Code	Amount	Units	Daily One-Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Phase 1 -2024										
Residential Planned Unit Development	270	231	Dwelling Units	1,894	34	122	156	111	60	171
Total Net New External Trips				1,894	34	122	156	111	60	171
<i>Trip generation based on ITE's Trip Generation Manual, 10th Edition. Pass-by trips based on ITE's Trip Generation Handbook, 3rd Edition.</i>										



TRAFFIC IMPACT ANALYSIS SCOPE AND STUDY AREA

Project Name: Aspen Heights Residential Development
Location: FM 1660 between CR 135 & Swindoll Ln
Owner's Agent: Kimley-Horn & Associates, Inc.
Amy Avery, P.E., PTOE

Date: April 27, 2021

Phone: 210-321-3442

Scope must be approved and signed by staff prior to submittal of a Traffic Impact Analysis (TIA).

I. Data Collection

1. Background Information:

- a. A Study Area Map that specifies study intersections and points of access to the site for the TIA is shown as Attachment A.

2. Intersections Capacity Analysis:

Existing Intersections

- A. N/A

Future Intersections:

1. Access A/CR 135 & FM 1660 (turn lane evaluation only)
2. Access B/CR 137 & FM 1660 (turn lane evaluation only)
3. Access C & FM 1660 (turn lane evaluation only)

Segment Capacity Analysis:

- All internal site roadways shall be sized appropriately based on ADT range of different street classifications as shown in the UDC for Alley, Residential Local, or Residential Collector

Note: the TIA may be required to review and discuss the consequences of the following future build conditions:

- N/A

Site Boundary and Internal Roadways:

- For adjacent roadways not yet built to the cross section in UDC 10.511.12 for the functional classification defined in the 2018 Mobility Plan, roadway capacities for the 2018 Mobility Plan ultimate section will be compared with site traffic volumes on the same roadway segment to determine a pro-rata share of improving the roadway to the 2018 Mobility Plan ultimate section. Pro-rata will be capped

Aspen Heights – TIA scope

at 50% for roadway segments where the site borders the roadway on one side, and at 100% when the site borders both sides of a roadway alignment. Internal roadways shall be sized to accommodate site build out traffic based on ADT thresholds defined in the UDC 10.511.

- The following shall be used as the planning level cost of different street classifications on a per-mile basis to build the ultimate section from the 2018 Mobility Plan and UDC:
 - Residential Collector or Major Collector - \$5 million per mile
 - Minor Arterial - \$8 million per mile
 - Major Arterial - \$12 million per mile

II. Study Assumptions

1. **Data Assumptions:** The following assumptions must be included in the analysis. Any change in these assumptions must be approved prior to submittal of the TIA. The assumptions are based on data provided by ITE.
 - a. Trip Generation – ITE 10th Edition, attach trip generation to this scope with use of either average trip rate or equation for each land use and associated period (peak hour of generator, weekday AM, e.g.)
2. The following reduction factors are approved for the proposed land uses:
 - a. Internal trip capture rates: Consistent with guidance in the ITE Trip Generation Handbook, internal capture is not applicable for the proposed development.
 - b. Pass-by Trips: Consistent with guidance in the ITE Trip Generation Handbook, pass-by is not applicable for the proposed development.
 - c. Traffic Distribution Trip distribution for trips generated by the site should follow Section 3 of this scope.
 - d. Transit Trips: None.

3. Trip Distribution: The distribution of trips to/from the proposed development will be based upon the existing roadway network and traffic patterns. Where new roadways (and connections) are integral to the site, present these elements as part of the “build out” condition. Trip Distribution to be submitted for interim review and approval before capacity analysis is performed after collection of existing counts and comparison with existing distribution trends.

Direction	Roadway	Phase 1: 2024 Site Traffic To/From
West	Carl Stern Dr	40%
North	FM 1660	45%
South	FM 1660	5%
South	CR 137	10%

4. Other Considerations:
Build-Out year for Phase 1 of Development: 2024

Demonstration of adequate sight distance, turn lane warrants, appropriate spacing, and queueing analysis shall be provided for all proposed site access points as applicable.

5. Mitigations: Proposed mitigations shall show a pro-rata percentage for the share of the improvement attributable to the site development.
 - a. For signal timing adjustments and deceleration left- or right-turn lanes into the site, pro-rata shall be 100%.
 - b. For new signals or full intersection control changes, pro-rata percentage shall be calculated as the site traffic entering the intersection divided by the total traffic entering the intersection for a given phase build-out.
 - c. For new turn lanes, pro-rata percentage shall be calculated for the approach for which the improvement is being made as the site traffic for the approach divided by the total traffic using the approach. Turn lanes cannot be achieved by restriping unless 12' lanes are maintained with a 4' shoulder on both sides of the roadway, when curb and gutter is not present. Mitigations shall be tied to each phase of development and pro-rata calculated for the phase in which the mitigation is required. Mitigations may be carried into subsequent phases of development as background improvements.
 - d. Pro-rata for site boundary and internal roadways shall follow method outlined in Section 2 with segment capacity analysis.

Costs for mitigations shall be \$350 per linear foot for each lane of roadway or turn lane, \$350,000 for new signals, and \$5,000 for signal timing adjustments at each intersection. If a new turn lane or roadway requires relocation of sidewalks, overhead utilities, bridge expansions, retaining walls, or other street elements, additional cost shall be estimated for relocation or construction of these facilities based on the latest TxDOT 3 month Statewide average low bid unit prices with supporting documentation of calculations. Costs for other mitigations shall be coordinated with and approved by City of Hutto.

6. Submittal Requirements

- a. Submit electronic copies to City of Hutto, and coordinate with TxDOT regarding their requirements. Submit CD's or .zip files containing the following: PDF of the TIA, Excel spreadsheets for all calculations, and a CAD file for the site plan, if available.

Aspen Heights – TIA scope

Submittal Distribution is to be as follows:

City of Hutto: Electronic, Attention Sam Ray (Samuel.Ray@HuttoTX.gov)

TxDOT: Electronic, Attention Scott Cunningham (Scott.Cunningham@txdot.gov)

This scope and study is based upon the assumed development uses and intensities in the TIA Determination sheet in Attachment B. Any change in these assumptions may require a change in the scope. Preparation of the TIA shall follow City of Hutto Unified Development Code Chapter 10.515.4 requirements unless otherwise specified in this document.

Approved by (City of Hutto): _____ Phone: _____

Approved by (TxDOT): _____ Phone: _____

Aspen Heights – TIA scope

Attachment A



Existing Intersections

B. N/A

Future Intersections:

1. Access A/CR 135 & FM 1660 (turn lane evaluation only)
2. Access B/CR 137 & FM 1660 (turn lane evaluation only)
3. Access C & FM 1660 (turn lane evaluation only)

**CITY OF HUTTO****TRAFFIC IMPACT ANALYSIS (TIA) DETERMINATION WORKSHEET**

APPLICANT MUST FILL IN WORKSHEET PRIOR TO SUBMITTING FOR TIA DETERMINATION

PROJECT NAME: Aspen Heights Residential Development

LOCATION: FM 1660 between CR 135 & Swindoll Ln

APPLICANT'S AGENT: Kimley-Horn & Associates, Inc. (Amy Avery, P.E., PTOE) PHONE #: 210-321-3441

APPLICATION STATUS: DEVELOPMENT ASSESSMENT:___ZONING___SITE PLAN: ___

EXISTING:

PARCEL NUMBER	BLDG SQ.FT.	LAND USE	ITE CODE	DAILY TRIP RATE/EQ	DAILY TRIPS

PROPOSED

TRACT NUMBER	BLDG SQ.FT.	LAND USE	ITE CODE	DAILY TRIP RATE/EQ	DAILY TRIPS	AM / PM TRIP RATE/EQ	AM TRIPS	PM TRIPS
1 (Phase)	231 DU	Residential Planned Unit Development	210	$\ln(T)=0.94\ln(x)+2.43$	1894	AM: $\ln(T) = 0.88\ln(x)+0.26$ PM: $\ln(T)=0.97\ln(X)-0.14$	156	171
2 (Phase)								
				Total	1894		156	171

ABUTTING ROADWAYS

STREET NAME	PROPOSED ACCESS?	PAVEMENT WIDTH	CLASSIFICATION*
FM 1660	Yes	48'	Major Collector

*Classification reflects Mobility Master Plan, 2018

NOTE: A TIA determination must be made prior to submittal of any zoning or site plan application. Therefore, this completed and reviewed form MUST ACCOMPANY any subsequent application for the IDENTICAL project. CHANGES to the proposed project will REQUIRE a new TIA determination to be made.

10.203.13.3 – Planned Unit Development Review Criteria:

- 1. The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.**
 - The proposed PUD is not consistent with the spirit of the community, neighborhood and is not compatible with the character of adjacent developments in the area.
- 2. The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.**
 - The proposed uses within the PUD are compatible with the surrounding land uses.
- 3. The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.**
 - The proposed PUD provides a private amenity center for residents and trails around the detention ponds that front along FM 1660 South. There are two additional small trails provided within the development, but the open space is minimal. They are also proposing pedestrian connectivity throughout the development and surrounding the development, but there is no proposed vehicular connectivity.
- 4. The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.**
 - The proposed PUD provides standards for the single-family development with some trails.
- 5. The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.**
 - The proposed PUD provides for pedestrian connectivity to adjacent developments. The proposed PUD standards will not negatively affect the health, safety and general welfare of the community.
- 6. The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.**
 - The proposed PUD will be served adequately by all utilities.
- 7. The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.**
 - The proposed PUD does not affect the existing infrastructure plans for the area. They are proposed to donate right-of-way and will meet the UDC requirements.
- 8. PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.**
 - The proposed PUD does not allow for non-compatible development within the community. New construction must conform to the design guidelines within the PUD and UDC.