



## **AGENDA**

### **Regular Meeting**

### **Planning and Zoning Commission**

**Tuesday, July 18, 2023**

**6:00 PM, City Hall**

**4000 Galleria Parkway**

**Bee Cave, Texas 78738-3104**

*A quorum of the Bee Cave City Council may be present.*

THE CITY OF BEE CAVE COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT KAYLYNN HOLLOWAY AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Consider approval of minutes of the regular meeting conducted on June 20, 2023.
5. Discuss and consider action on the Site & NPS Plan for the Family Dental Center, located at 15955 West SH 71, Bee Cave, Texas 78738
6. Agenda Planning
7. Adjournment

**The Commission may go into closed session at any time when permitted by Chapters 418 or 551, Texas Government Code, or Section 321.3022 of the Texas Tax Code. Before going into closed session a quorum of the Commission must be present, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code, or Section 321.3022 of the Texas Tax Code authorizing the closed session.**

I certify that the above notice of meeting was posted at Bee Cave City Hall,  
4000 Galleria Parkway, Bee Cave, Texas, on the 14th day of July 2023 at 4:30  
PM.





***Planning and Zoning Commission Meeting  
7/18/2023  
Agenda Item Transmittal***

**Agenda Item:** 3.

**Agenda Title:** Consider approval of minutes of the regular meeting conducted on June 20, 2023.

**Commission Action:** Approve

**Department:** Admin Assistant

**Staff Contact:** Thomas Hatfield-Admin Coordinator

**1. INTRODUCTION/PURPOSE**

**2. DESCRIPTION/JUSTIFICATION**

**a) Background**

**b) Issues and Analysis**

**3. FINANCIAL/BUDGET**

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

**4. TIMELINE CONSIDERATIONS**

**5. RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
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MINUTES OF THE MEETING OF THE  
PLANNING AND ZONING COMMISSION  
CITY OF BEE CAVE  
4000 Galleria Parkway  
Bee Cave, Texas 78738  
June 20, 2023

STATE OF TEXAS       §

COUNTY OF TRAVIS    §

**Present:**

Kit Crumbley, Chair  
Lori Wakefield, Vice Chair  
Julie DaSilva, Commissioner  
Petra Reynolds, Commissioner

**Absent:**

Eric McKee, Commissioner  
Steven Schmidt, Commissioner  
Kirk Wright, Commissioner

**City Staff:**

Megan Will, Director of Planning and Development  
Kevin Sawtelle, City Engineer  
Logan Maurer, Staff Engineer  
Amanda Padilla, Senior City Planner  
Sean Lapano, City Planner  
Thomas Hatfield, Administrative Coordinator  
Brian Jones, Bee Cave Police

**Call to Order and Announce a Quorum is Present**

With a quorum present, the meeting of the Bee Cave Planning and Zoning Commission was called to order by Chair Crumbley at 6:04 p.m. on Tuesday June 20, 2023, in the Council Chambers of Bee Cave City Hall.

**The Pledge of Allegiance.**

**Acknowledgement of former Commissioners Dike and Scadden's service and welcome of new Commissioners DaSilva and Reynolds and Alternate Commissioner Mitchell.**

**Minutes of April 18, 2023**

**MOTION:** A motion was made by Vice Chair Wakefield, seconded by Chair Crumbley, to recommend approval on the minutes of April 18, 2023.

The vote was taken on the motion with the following result:

Voting Aye: Chair Crumbley, Vice Chair Wakefield, Commissioners DaSilva, & Reynolds

Voting Nay: None

Abstained: None

Absent: Commissioners McKee, Schmidt, & Wright

The motion carried.

**Discuss and consider action on a Site & NPS Plan Amendment for expansion of the Whole Foods located in the Hill Country Galleria at 12601 Hill Country Blvd., Bee Cave, TX.**

**MOTION:** A motion was made by Vice Chair Wakefield, seconded by Chair Crumbley to recommend approval of a Site & NPS Plan Amendment for expansion of the Whole Foods located in the Hill Country Galleria at 12601 Hill Country Blvd., Bee Cave, TX.

The vote was taken on the motion with the following result:

Voting Aye: Chair Crumbley, Vice Chair Wakefield, Commissioners DaSilva, & Reynolds

Voting Nay: None

Abstained: None

Absent: Commissioners McKee, Schmidt, & Wright

The motion carried.

**Agenda Planning**

The meeting that would fall on July 4<sup>th</sup> had been canceled in a previous meeting and The Commission reserved the right to call a special meeting on Thursday July 6<sup>th</sup> if necessary. There are no agenda items to be presented on 7/6/2023, so there is no need to call a special meeting. The next regular meeting of The Commission will be on Tuesday, July 18<sup>th</sup>.

**The Planning and Zoning Commission adjourned the meeting at 6:20 p.m.**

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kit Crumbley, Chair

ATTEST

\_\_\_\_\_  
Thomas Hatfield, Administrative Coordinator



## ***Planning and Zoning Commission Meeting***

***7/18/2023***

### ***Agenda Item Transmittal***

**Agenda Item:** 4.

**Agenda Title:** Discuss and consider action on the Site & NPS Plan for the Family Dental Center, located at 15955 West SH 71, Bee Cave, Texas 78738

**Commission Action:** Recommend to approve or deny

**Department:** Engineering

**Staff Contact:** Logan Maurer, Staff Engineer

#### **1. INTRODUCTION/PURPOSE**

The purpose of this agenda item is to consider action on the Site and NPS development permit for a family dental and office center project located at 15955 W. SH 71. The subject site is 1.617 acres out of the Bella Colinas Commercial Subdivision (22.52 acres) in the City's ETJ and is included in the Masonwood 71 Development Agreement.

Legal description of the subject property is Lot 36, Block A, of 'Bella Colinas Commercial Plat' for which the final plat was recorded in Travis County Official Public Records (Document No. 201600051). The 'Bella Colinas Commercial' is a 22.92 acres subdivision consisted of 11 lots - 9 commercial lots, 1 Cell tower lot, and 1 Critical Environmental Features lot. These commercial lots are designated "Neighborhood Services Tracts" which specifically permits gas stations.

The project consists of a 9,682 square foot, single story dental office building with associated parking and water quality/detention facilities.

#### **2. DESCRIPTION/JUSTIFICATION**

##### **a) Background**

The review of this submittal was completed in accordance with applicable City of Bee Cave (COBC) Code of Ordinances (old code), design guidance manuals, and development standards as outlined in the Development Agreements. Masonwood 71 development agreement was approved on September 13, 2011. An amendment to the Masonwood Development Agreement was approved by the City Council on November 13, 2012, which added 47.32 acres of land to the east of the original Masonwood project site of 147.59 acres. An Amended Preliminary Plat reflecting all the changes and re-arrangement was approved by City Council on April 22, 2014. The Final Plat of the 22.92-acre Bella Colinas Commercial Subdivision was approved by Council on November 24, 2015 with concurrent approval of the Site and NPS plan which included private driveways, stormwater, water and wastewater utilities to serve the 9 commercial lots. An Amended Final Plat of the Bella Colinas Commercial Subdivision was approved by Council on September 27, 2016 which adjusted the lot lines of Lot 37, 38, and 40;

this amendment did not affect the subject Lot 36.

## **b) Issues and Analysis**

**Access and Traffic Circulation:** The site plan proposes to construct one single-story 9,682 square foot commercial building, for dental/office space. Traffic will enter and exit from W Joint Access Road and have the option to access the eastern commercial property through a connected driveway stub. An ADA compliant sidewalk is proposed along the 3 accessible edges of the building.

**Parking:** The dental and office center proposes a parking lot with 45 spaces including 3 ADA spaces to the north of W Joint Access Road. City code requires one space per 250 square feet of building for retail use and 1 space per 200 square feet for office. With a 9,682 SF building this would equate to 45 parking spaces, hence the applicant is meeting the minimum parking requirements.

**Impervious Cover:** Declaration of Restrictions Document No. 2016031163 specifies a maximum impervious cover for each of the commercial lots within this subdivision, besides separately allocating 2.16 acres of impervious cover for common access driveways (which traverse over all lots in the rear side) and this particular lot was allocated 1.10 acres of impervious cover. The total pre-construction impervious cover for the entire lot is 0.12 acres. Post-construction impervious cover of the entire lot is 0.83 acres, 68.0% impervious cover ratio, which is within the allocated amount.

**Drainage, Water Quality Treatment, and Stormwater Detention:** The water quality for the existing W Joint Access Road has already been captured and treated prior to this development as part of the Bella Colinas regional water quality treatment. The rest of the proposed impervious cover for this site is being drained to a single area inlet on the northeastern edge of the site which drains into a sedimentation/sand filtration system which drains into a wet well and is subsequently pumped into an infiltration trench to achieve the City's 95% pollutant removal requirements. Detention is stacked on top of the provided water quality volume and is conveyed via dual stormwater pipes to the roadside channel in the SH71 right-of-way.

**Tree Preservation and Mitigation:** Tree removal from the front 75' depth roadway buffer zone is prohibited. The property has a total of 1,205 caliper inches. Many of the trees are within the footprint of building and parking lot and thus will not be preserved. The Site Plan proposes preservation of a total of 485 caliper inches and replacing 70 caliper inches (46% preservation). The applicant paid a fee-in-lieu for a portion of the remaining caliper inches as typically 60% preservation is required.

**Landscape Plan and Screening:** New trees will be planted within the parking lot. Streetyard trees will be planted within the roadway buffer zone. The Landscape plan meets the requirement as specified in the City's Code of Ordinance with the exception allowed in the Development Agreement.

There is a 25' wide landscape buffer strip along the southern side of the property to separate the commercial development from residential development. A 6' tall wooden fence exists along the rear side of homes. A significant number of new trees will be planted within the buffer strip area to provide screening and greenery. The business owner/operator will be responsible for maintaining the landscaping within this buffer area.

**Trail Easement:** The applicant shall grant a blanket pedestrian access easement within the 75' roadway/landscape buffer. At which time a trail is constructed by the City, this easement will be reduced to the width of the actual trail.

**Lighting Plan:** The proposed plan meets City's standard and requirements. Photometric plan shows no

‘Light Trespass’ onto the adjacent residential properties.

**Utilities:** Water and Wastewater will be provided by the West Travis County Public Utility. Fire hydrants and service stubs have been previously constructed with the ‘Bella Colinas Commercial Improvements’ infrastructure site plan.

**Building:** The building is proposed to be a 1 story building with 31’7" maximum height, which is within the maximum 40' limit allowed in the development agreement for the neighborhood service tract. See attached building elevations for materials and appearance; the proposed building is in compliance with the City's applicable exterior construction and design requirements.

### 3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

### 4. TIMELINE CONSIDERATIONS

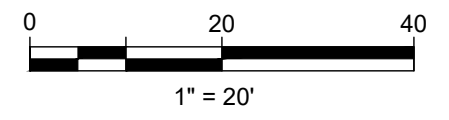
### 5. RECOMMENDATION



Staff recommends approval of the Site and NPS permit with the following conditions:

1. Post fiscal security for the NPS Permit;
2. Provide final drafts of the Detention and Water Quality Controls Easement, the Agreement for Public Easement (Trail Easement), and the Restrictive Covenant for Water Quality Controls Maintenance Plan, pedestrian access easement, and drainage and water quality controls easement which shall be recorded prior to site construction closeout;
3. Provide the final site plan cover sheet executed by other applicable review agencies.

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Site Plan	Site Plan
<input type="checkbox"/> Summary Letter	Backup Material
<input type="checkbox"/> Masonwood Development Agreement	Backup Material
<input type="checkbox"/> Lighting Plan	Backup Material
<input type="checkbox"/> Final Plat	Backup Material
<input type="checkbox"/> Water Quality Plans	Backup Material
<input type="checkbox"/> Building Elevations	Backup Material
<input type="checkbox"/> Landscape plans	Backup Material



	ACCESSIBLE ROUTE
	CURB & GUTTER
	FIRE LANE
	SIDEWALK

SITE PLAN NOTES:

1. ALL CURB RADII ARE 3.0' UNLESS OTHERWISE NOTED ON PLANS.
2. ALL DIMENSIONS ARE FACE OF CURB/FACE OF BUILDING UNLESS NOTED ON PLANS.
3. BUILDING DIMENSIONS SHALL BE VERIFIED WITH ARCHITECTURAL PLANS, PRIOR TO LAYOUT OF SITE.
4. FOR DRIVEWAY CONSTRUCTION: THE OWNER IS RESPONSIBLE FOR ALL COSTS OF RELOCATION OF OR DAMAGE TO UTILITIES.
5. ALL ADA ACCESSIBLE SIDEWALKS SHALL BE CONCRETE, WITH A COURSE BROOM FINISH WITH A MINIMUM WIDTH OF 4' UNLESS OTHERWISE NOTED.
6. THIS SITE MEETS TEXAS ACCESSIBILITY STANDARDS AND AN ACCESSIBLE ROUTE WILL BE PROVIDED TO THE OTHER BUILDINGS AS NECESSARY.
7. SEE SHEET 21, DT1 FOR PARKING DETAILS.
8. ALL ON-SITE UTILITIES SHALL BE LOCATED UNDERGROUND UNLESS REQUIRED.
9. ANY PROPOSED MODIFICATIONS, WHICH INCLUDE MOVING A STRUCTURE MORE THAN TWENTY-FIVE (25) FEET OR INCREASING THE HEIGHT OF SQUARE FOOTAGE OF A BUILDING, WILL REQUIRE REVIEW BY THE PLANNING COMMISSION AND/OR CITY COUNCIL.
10. WHEEL STOP OR BOLLARDS WILL BE PROVIDED FOR PARKING SPACES THAT FACE OR ADJACENT TO A SIDEWALK, PATH, BUILDING, LANDSCAPE, OR DRAINAGE AREA.
11. PER FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS (DOC # 201606357) LOT 2 BLOCK AA IS ALLOWED 1.10 ACRES OF IMPERVIOUS COVER.

### ACCESSIBLE ROUTE NOTES

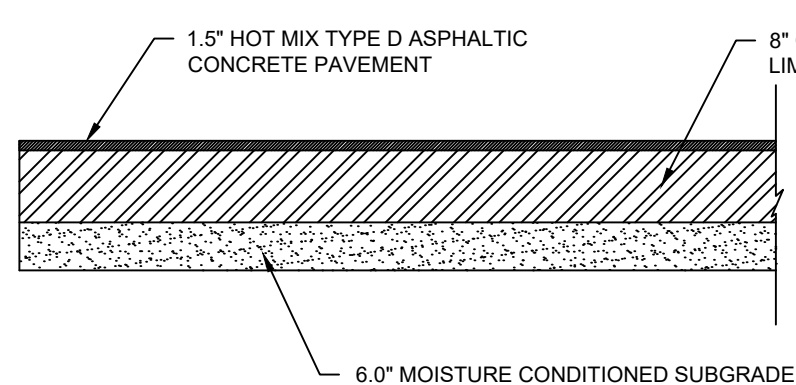
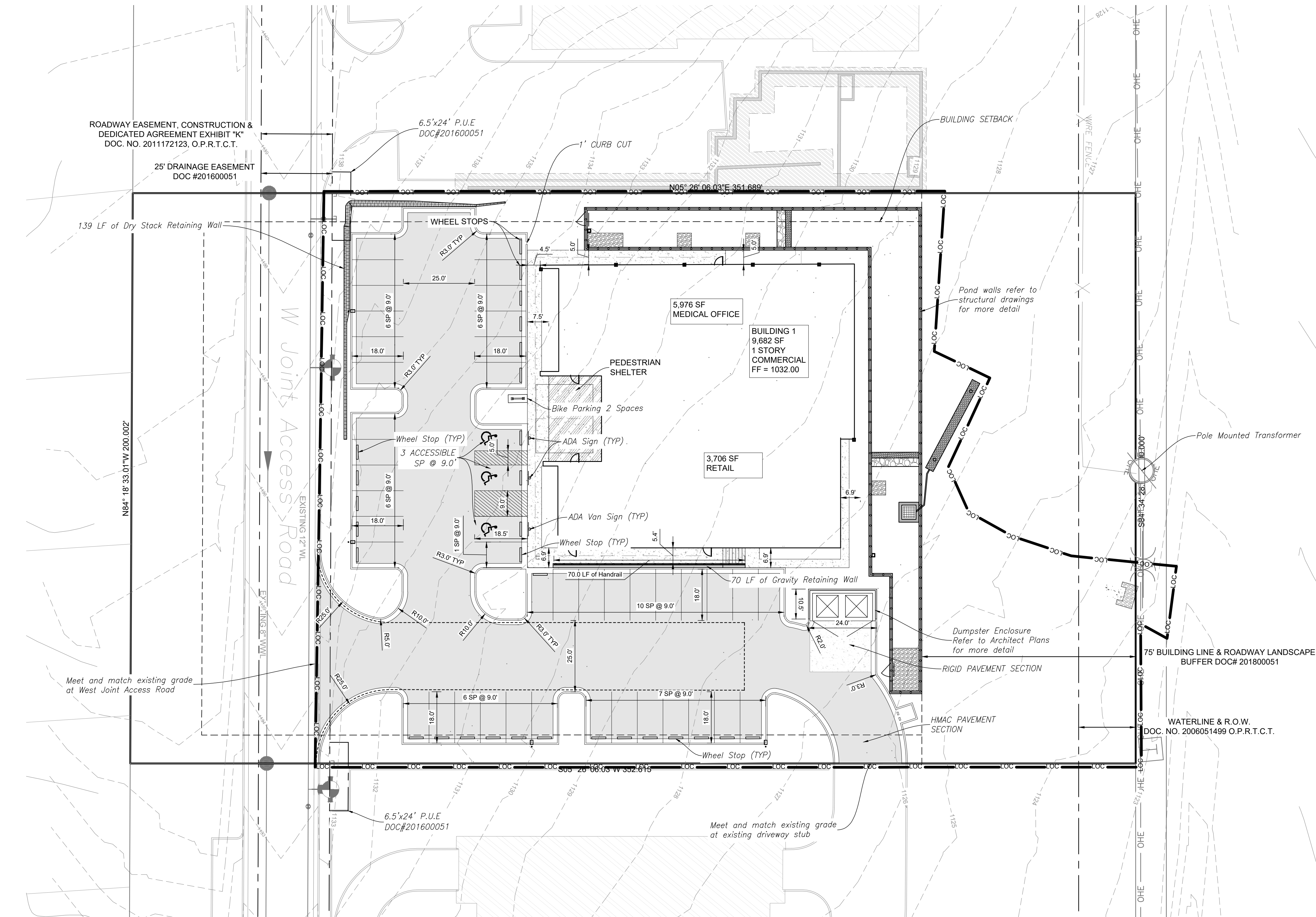
1. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP (TAS 403.3).
2. THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 INCHES (TAS 405.2, 405.6).
3. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:48 (TAS 403.3).
4. GROUND SURFACES ALONG ACCESSIBLE ROUTES MUST BE STABLE, FIRM, AND SLIP RESISTANT (TAS 302).

SITE DATA	ACRES	SQ. FT.	PERCENT
TOTAL SITE AREA	1.617	70,437	100%
ZONING: N/A (City of Bee Cave ETJ)			
PROPOSED USES: Dentist Office / Retail			
BUILDING HEIGHT: 22, 1-STORY			
GROSS FLOOR SQ. FT. (COA DEFINITION)		9,682	N/A
BUILDING FOOTPRINT COVERAGE	0.222	9,682	13.7%
EXISTING IMPERVIOUS COVER	0.12	5,401	7.7%
PROPOSED IMPERVIOUS COVER	0.70	30,576	43.4%
TOTAL IMPERVIOUS COVER	0.83	35,977	51.1%
ALLOWED IC PER DOC # 2016206357	1.10	47,916	68.0%

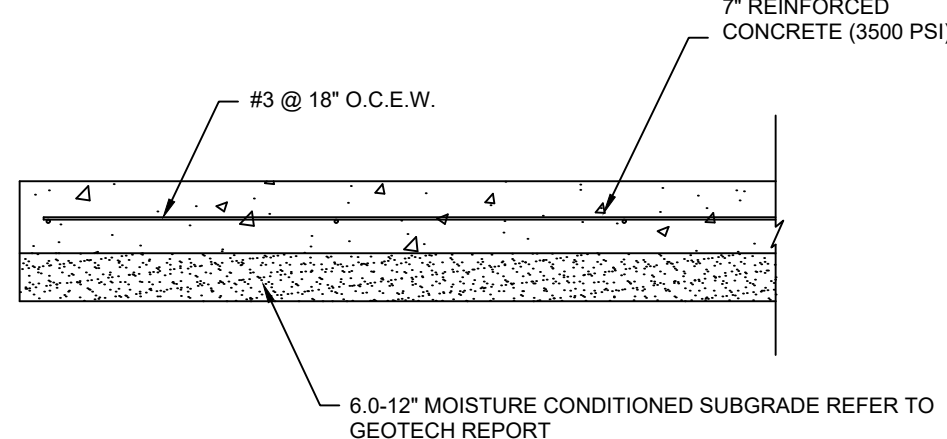
LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



PARKING REQUIRED				
USE	Building Area	CODE REQUIRED	SPACES REQUIRED	SPACES PROVIDED
Medical Offices	5976	1 space per 200 sq ft	30	
Retail	3706	1 space per 250 sq ft	15	
Total	9682		45	45



**HMAC PAVEMENT SECTION**  
NOT TO SCALE



RIGID PAVEMENT SECTION  
NOT TO SCALE



October 13, 2022

Planning Department  
City of Bee Cave  
4000 Galleria Pkwy  
Bee Cave, TX 78738

RE: Tomasik Office Building – Project Summary Letter  
LJA Engineering, Inc. Project #A629-1001

Dear Reviewer,

The Tomasik Office Building project proposes to construct a single commercial building along with parking and a single water quality/detention facility on a 1.617-acre plot of land. The property is located west of the intersection of Del Dios Way and US Highway 71 in Bee Cave, Texas. The property is bounded by commercial properties to the East and West. US Highway 71 bounds the property to the North and single-family residential lots to the South and is bisected by W Joint Access Road on the southern portion of the property. The property is subject and compliant with all City of Bee Cave ordinances. Additionally, the property is subject to TCEQ water quality design parameters. The property is outside the 100-year floodplain according to FEMA Map Number 48453C0405J.

The property naturally slopes generally between 5 and 10 percent along its entirety with no steep or flat sections throughout and drains from southwest to northeast. The site is populated by Cedars, Live Oaks, Post Oaks, and native grasses. W Joint Access Road is a 27' wide roadway from back of curb to back of curb and bisects the property on its southern end from East to West. Water Quality for this existing roadway has been designed, approved, and constructed with the Bella Colina Commercial Improvements Site and NPS plan by T.W. Hoysa signed 07/09/15 and approved 03/11/2016. Furthermore, water quality treatment for proposed parallel parking along W Joint Access Road has also already been accounted for within the same plan set by T.W. Hoysa. South of the W Joint Access Road sits an open space lot with no proposed development. The northern edge of the property is encumbered with a 75' roadway landscape buffer by US Highway 71. According to the soil survey map, the site consists entirely of Hydrologic Group D soils.

The site plan proposes to construct one single-story 9,682 square foot commercial building, for dental/office space, along with a parking lot with 46 spaces including 3 ADA spaces to the north of W Joint Access Road. In addition, the site plan proposes to construct 7 parallel parking spaces along the southern edge of W Joint Access Road. The total pre-construction impervious cover for the entire lot is 0.15 acres, 9.5% impervious cover ratio. Post-construction impervious cover of the entire lot is 0.85 acres, 52.6% impervious cover ratio. Traffic will enter and exit from W Joint Access Road and have the option to access the eastern commercial property through a connected driveway stub. ADA compliant sidewalk is proposed along the 3 accessible edges of the building. Trees and vegetation will be preserved within the 75' roadway landscape buffer setback as the Limits of Construction will primarily be south of that setback and to the north of W Joint Access Road parallel parking. Traffic Impact analysis shows a weekday peak of 37 cars for the AM and 46 cars for the PM. Additionally peaks for Saturday and Sunday are 29 and 2 respectively.

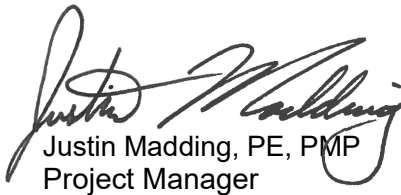
A 2.5" domestic waterline and 6" fireline will connect from the southwestern corner of the building to the 12" main through an existing 8" stub on the northwest corner of W Joint Access Road within the lot. A 1.5" meter is to be installed for the service lines. A 4" wastewater line will connect from the southeastern edge of the building to the existing 8" main through an existing 8" stub on the northeast corner of W Joint Access Road within the lot. All water and wastewater services to the building are private. Water and wastewater will be provided through West Travis County Public Utility Agency.

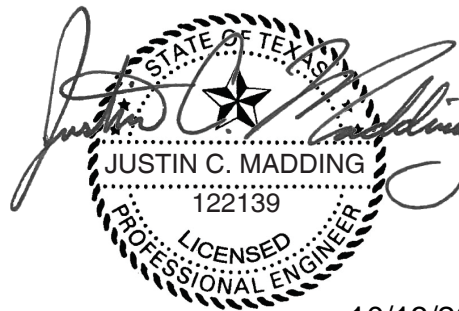
Electric will be connected from the northern edge of the property using the existing Austin Energy electrical service. Per City of Austin Utility Criteria Manual 4 LUEs are generated from this site.

The water quality for the existing W Joint Access Road and the planned parallel parking has already been captured and treated for prior to this development as previously discussed. The rest of the proposed impervious cover for this site is being drained to a single grate inlet on the northeastern edge of the site which drains into a full infiltration rain garden system which will capture and provide full water quality treatment. Detention is stacked on top of the provided water quality volume. Through the use for two pumps within a wet well and a single weir storm water is detained back to pre-developed conditions for all storm events.

If you have any questions or need additional information, please contact me at 512.439.4700.

Thank you,  
LJA Engineering, Inc.

  
Justin Madding, PE, PMP  
Project Manager



10/13/2022

THE STATE OF TEXAS                         §  
COUNTYOF TRAVIS                         §

## INTRODUCTION

MASONWOOD owns or controls 194.92 acres of land (the “Land”) located within the ETJ of the City as more particularly described on the attached **Exhibit “A”**. The boundaries of development and proposed uses of the Land are depicted on the concept plan (the “Concept

Plan”) attached as **Exhibit “B”**. This Agreement confirms that all of the Land is located within the ETJ of the City of Bee Cave.

MASONWOOD intends to develop the Land as a master-planned, mixed-use project that will include commercial and single family residential uses in general accordance with the Concept Plan (the “Project”). Because the Land constitutes a significant area of the City ETJ that will be developed in phases under a master development plan, MASONWOOD and City wish to enter into this Agreement to provide an alternative to typical City regulatory processes for development in its ETJ, encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and encourage the creation of a high-quality community for the benefit of the present and future residents of City and the Project.

Authority for this Agreement exists under Chapter 212 Subchapter G Texas Local Government Code, Chapter 43 Texas Local Government Code, Chapter 245 Texas Local Government Code, Section 54.016 of the Texas Water Code and Sections 42.042, 212.172, and 402.014 of the Texas Local Government Code and such other statutes as may be applicable.

MASONWOOD and City agree to work with each other in good faith to enhance and preserve the general area for the citizens of City and surrounding areas. Therefore, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged including the agreements set forth below, the Parties agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01 Definitions.** In addition to the terms defined elsewhere in this Agreement or in City ordinances the following terms and phrases used in this Agreement will have the meanings set out below:

Additional Land: Land that may be added to the Project in accordance with Section 3.05.

Agreement: This Amended and Restated Development Agreement between City and MASONWOOD.

City Administrator: The City Administrator of City.

City Council: The City Council of City.

Code of Ordinances or Code: shall mean the City's ordinances in effect on the Effective Date of the Original Development Agreement and as may be amended from time to time.

Effective Date of the Original Development Agreement: October 18, 2011.

Effective Date of this Agreement: the date when one or more counterparts of this Agreement individually or taken together bear the signature of all Parties.

Land: The property described in Exhibit "A" and the Additional Land if applicable.

Landowner: shall mean MASONWOOD and any subsequent owners of any or all of the Land, or the landowners of the Land on the Effective Date of this Agreement, if they choose to exercise their rights afforded in Section 7.02 of this Agreement, except that G2E won't be considered a Landowner, as it relates to the 47 Acre Tract, until G2E actually closes on the purchase and sale of the 47 Acre Tract.

Meritage Tract: The approximately 113 acre tract of land described in Exhibit "A-1" and shown on the Parcel Sketch attached as Exhibit A-2.

MASONWOOD shall mean, collectively, Masonwood 71, G2E and Meritage and any party to whom MASONWOOD assigns all or a portion of its rights under this Agreement.

Project: shall mean development of the Land as generally shown and described on the Concept Plan and any Additional Land which is developed consistent with the terms of this Agreement.

Single-Family Tract: shall mean the portion of the Land shown as "Single-Family Tract" on the Parcel Sketch attached as Exhibit "A-2".

Any terms which are used herein and which are defined in the Code of Ordinances shall have the meaning ascribed to them in the Code of Ordinances unless same are expressly defined in this Agreement in which case the definition contained herein shall control. Capitalized terms which are used and defined in this Agreement shall have the meaning ascribed to them in this Agreement.

## ARTICLE II

### COMPLIANCE WITH CITY REGULATIONS

**Section 2.01 Requirements.** The City and Landowner acknowledge and agree that except as expressly waived, modified or abated by this Agreement, all of the City's laws, ordinances (including without limitation, subdivision ordinances), codes, regulations, requirements, technical construction standards and development review procedures and processes (collectively the "**Requirements**") in effect on the Effective Date of the Original Development Agreement, except as modified by the terms of this Agreement, and applicable to the Land shall apply to any and all development activity undertaken on the Land (or any portion of the Land) in connection with the Project. It is expressly understood and agreed by the City and MASONWOOD, that the Requirements shall be limited to those which would apply to the Land as a tract of land located in the ETJ of the City and not in the municipal corporate limits of the City, unless this Agreement expressly includes Requirements that apply in the municipal corporate limits of the City but not the ETJ.

Notwithstanding the foregoing terms of this Article II, the following regulations and ordinances or portions of ordinances shall apply to development activity on the Land or any portion of the Land as they are enacted and/or amended by the City from time to time:

- (i) regulations for sexually oriented businesses;
- (ii) fees imposed in conjunction with building or development permits;
- (iii) ordinances incorporating uniform building, fire, electrical, plumbing, and/or mechanical codes, adopted by a national code or international organization and/or local amendments to such codes enacted solely to address imminent threats of destruction of property or injury to persons;
- (iv) Noise Standards (Section 32.05.008 of the Code);
- (v) Signage Requirements (Section 28.01.001, et seq. of the Code);
- (vi) regulations for annexation;
- (vii) regulations for utility connections;
- (viii) regulations to prevent imminent destruction of property or injury to persons, including regulations effective only within a floodplain established by federal

flood control programs and enacted to prevent the flooding of buildings intended for public occupancy;

- (ix) construction standards for streets and public works whether located on public or private lands or easements, unless there is a conflict between the standards for the City and the standards for Travis County, in which case the County's standards shall control; and
- (x) solid waste and litter regulations.

Notwithstanding the foregoing terms of this Article II, the following regulations and ordinances or portions of ordinances shall apply to development activity on the Land or any portion of the Land as they are enacted and/or amended by the City from time to time so long as such amendments do not prevent the development from occurring on the Land in general accordance with the Concept Plan:

- (i) Lighting Ordinance (32.05.012 "Lighting and Glare Standards" of the Code);
- (ii) Exterior Design Standards (32.05.005 "Exterior Construction and Design Requirements" of the Code);
- (iii) NPS Permits (Section 30.02.005 of the Code);
- (iv) Concept Plan and Site Plan Review Processes (Section 32.02.006 of the Code) with the exception of 32.02.006(f)(1) and (l)(3)(N);
- (v) Landscaping Requirements (Section 32.05.002 of Code) with the exception of 32.05.002(f)(2). MASONWOOD will not, however, be allowed to remove any Protected Tree, Specimen Tree or Specimen Tree Stand from within the buffer area that would be required under Section 32.05.002(f)(2) of the Code. MASONWOOD may provide additional landscaping within the buffer area;
- (vi) Fencing, Walls and Screening Requirements (Section 32.05.003 of the Code);
- (vii) Parkland and public facility dedication (Section 30.04.004 of the Code). MASONWOOD shall be entitled to credit for park land dedication under this Section for any open space, greenbelt or park areas within the Project, even if not

dedicated to the City, if such areas are dedicated to a homeowner's or similar property owner's association; and

- (viii) Neighborhood Services Zoning Site Development Restrictions (Section 32.03.009 of the Code) with the exception of 32.03.009(e)(3) and (e)(6). This provision shall only be applicable to the Neighborhood Services portions of the Project.

**Section 2.02 Allowable Uses of the Land.** In addition to the Requirements, the Parties agree that allowable uses of the Land as the Project is developed shall be limited to those uses listed on **Exhibit "C"** attached hereto and incorporated herein and as depicted on the Concept Plan. This Section 2.02 and Exhibit C shall govern and restrict allowable uses only and shall not serve to impose any other site development or land use requirements on the Land; except as other provided as part of the Requirements.

**Section 2.03 Development Standards for the Single-Family Tract.** In addition to the Requirements, development occurring on the Single-Family Tract and the Meritage Tract shall adhere to the Development Standards as set forth in **Exhibit "D"** attached hereto and incorporated herein.

**Section 2.04 Other Development Standards Applicable to the Entire Project.** In addition to the Requirements, any development occurring within the Project shall adhere to the Project Development Standards as set forth in **Exhibit "E"** attached hereto and incorporated herein.

### ARTICLE III

#### DEVELOPMENT PLAN

**Section 3.01 Phased Development.** MASONWOOD intends to develop the Land in phases. MASONWOOD may, in its sole discretion, plat each phase of the Project in multiple, separate subdivision plats. City acknowledges that the portions of the Land not under active development may remain in use for agricultural lands, wildlife lands, or ranching purposes or for the cellular phone tower and associated improvements as exist on a portion of the Land as of the Effective Date of this Agreement.

**Section 3.02 Concept Plan and Exceptions.** For purposes of this Agreement, the Concept Plan means and includes the general development plan laid out on **Exhibit "B"** attached hereto. City hereby confirms its approval of the Concept Plan. Provided however, that the actual location of the single family lots are not approved as part of the Concept Plan. The approval of the location of lots will be approved as part of future City approvals associated with site plan approval, development plat approval or subdivision plat approval as applicable. The



configuration and location of the single-family lots as shown on the Concept Plan is for illustrative purposes and the Concept Plan shall not control or mandate the location, configuration, or concentration of lots within the Single-Family Tract. The City's Subdivision Ordinance, except as expressly modified herein, shall control the configuration, location and concentration of lots within the Meritage Tract and the Single-Family Tract and approval of the configuration, location and concentration of the single family lots will occur within the City's ordinary process for subdivision and plat approval.

The maximum number of lots (304) which are allowed for development within the Meritage Tract does not guarantee that 304 lots may actually be developed within the Meritage Tract. The actual number of lots that can be developed will depend upon compliance with the configuration, location, concentration and other regulations contained within the Subdivision Ordinance. Meritage is guaranteed the right to develop the 60, 70 and 80 foot wide lots according to the percentages expressed in Exhibit "D", which is attached hereto and incorporated herein.

The maximum number of lots (200) which are allowed for development within the Single Family Tract does not guarantee that 200 lots may actually be developed within the Single Family Tract. The actual number of lots that can be developed will depend upon compliance with the configuration, location, concentration and other regulations contained within the Subdivision Ordinance. MASONWOOD is guaranteed the right to develop 50 and 70 foot wide lots according to the percentages expressed in Exhibit "D".

a. City acknowledges that the Concept Plan generally complies with the City's Comprehensive Plan, as amended; approves the land uses, densities, exceptions, utility and roadway alignments and sizing and other matters shown on the Concept Plan to the extent that they comply with the Requirements as modified by this Agreement. MASONWOOD confirms that the Concept Plan complies with the Requirements except as expressly stated and described herein. No specific development contemplated by, or indicated on the Concept Plan may be undertaken or commenced unless same complies and has been approved by the City in accordance with the Requirements as modified by this Agreement. Specifically, no development may be undertaken on the Land until such time as the required permit or permits meeting the Requirements, as modified by this Agreement, has been submitted and approved by the City in accordance with the procedures set forth in the Requirements.

b. **Exceptions\Variances.** By its authority as set forth in Section 30.02.004(a) of the Code, the City, by its approval of this Agreement confirms that it has made necessary findings and hereby grants and approves the exceptions, waivers, variances, and credits to City development regulations, ordinances, and Requirements for the Project as follows:

(i) MASONWOOD71 and G2E shall have the right to develop the Land (less the Meritage Tract) to those densities, lot sizes, setbacks, and other development standards as described herein and in Exhibits D and E.

(ii) Meritage shall have the right to develop the Meritage Tract to those densities, lot sizes, setbacks, and other development standards as described herein and in Exhibits D, and E.

(iii) Buildings within the Project may be constructed to a maximum height of forty feet (40');

(iv) Impervious cover calculations for the Land, pursuant to Section 20.04.044 and other applicable Sections of the Code of Ordinances shall be calculated for the Project as a whole such that portions of the Project may exceed the allowable impervious as long as the entire Project does not exceed the total impervious cover allowed by Code. For example, the Neighborhood Services Tract may contain more than 40% impervious cover as long as the overall total impervious cover for the Project does not exceed 40%. Furthermore, up to a maximum of five acres of impervious cover from the Land may be transferred to the approximately 136.059 acre tract of land abutting the Land and owned by Lake Travis Independent School District and further described in Document Number 2010014061 of the Real Property Records of Travis County, Texas (the "LTISD Land"). Transfers of impervious cover from the Land to the LTISD Land shall be allowed to be made as if the LTISD Land were part of and included within the Land and without any reduction or penalty such as required in Section 20.04.043(c) of the Code or any similar provision of the Code. The transfer of impervious cover from the Land to the LTISD Land may occur before, after or concurrently with the addition of land from the LTISD Land to the Land as described to in Section 3.05 below. Provided however, transfer of five acres of impervious cover to LTISD shall only occur if the Project has such impervious cover acreage available to transfer and such impervious cover must be treated to the City's NPS pollution control standards.

(v) Impervious cover calculations for the Project shall not include:

- a.) Any impervious cover associated with Vail Divide for the portion of Vail Divide that is built or proposed to be built outside of the Land and which is labeled on the Concept Plan as "Offsite Portion of Vail Divide"; or
- b.) Any impervious cover associated with Vail Divide in the area labeled on the Concept Plan as "Right-of-Way Reserve".

Subject to the limitations set forth above, impervious cover calculations shall be based on the Code requirements of 40% of the site area in accordance with the City's NPS ordinance;

(vi) For any neighborhood services development contained within the Project, cut and fill shall be allowed not exceeding ten (10) feet unless a variance is granted to allow cut and fill to exceed ten (10) feet;

(vii) Any other provisions that are approved as part of this Agreement and which represent a variance from Code.

c. **Changes to the Concept Plan.** MASONWOOD 71, G2E or Meritage, depending on the tract affected, must submit any proposed Major Amendment to the Concept Plan or the terms of this Agreement to the City for approval. Provided that a revision to the Concept Plan does not deviate from the express terms of this Agreement, the revision may be processed and approved by the City separately from this Agreement. Furthermore, if the change is a Minor Change then approval or denial may be given by the City Administrator, subject to the review process set forth in Section 3.03. If the change is not a Minor Change, then approval of such change must be sought in accordance with the procedures, processes and provisions of the Requirements and the Code. For purposes of this Agreement a "**Minor Change**" shall mean any of the following changes to the Concept Plan as long as such change does not result in the Project being in violation of the Requirements or this Agreement:

(i) adjustments to road alignments that do not exceed twenty-five feet (25') from the alignment shown on the Concept Plan;

(ii) increase or decrease in the size of the Neighborhood Services Tract, the Meritage Tract, or the Single-Family Tract as shown on the Concept Plan as long as such increase or decrease in size does not exceed ten percent (10%) of the total size of the tract as shown on the Concept Plan; or

(iii) development of the Neighborhood Services Tract as single-family lots, along with an increase in the maximum number of lots according to the lot size percentages for the Project described in Exhibit D, and applicable to Masonwood, provided the allowable impervious cover for the Project does not increase and such development otherwise complies with all terms and conditions of this Agreement, including, without limitation, the Single Family Tract Development Standards set forth in Exhibit D and the Single Family Tract Architectural Standards set forth in Exhibit D-1.

A Major Amendment is any amendment or change to the Agreement that is not a Minor Change.

**Section 3.03 Review Process.** For purposes of this Section 3.03, completeness of any application and the term of any permit or approval will be evaluated in accordance with this Agreement and the City Code of Ordinances applicable to such permits or approvals. Provided however, that the term for approval of the Concept Plan shall coincide with the term of this Agreement.

**Section 3.04 Review/Submittal Fees.** Nothing herein shall be deemed to limit the fees which the City may charge in connection with prospective development activity on the Land including without limitation any and all application review building and development fees which may be established by the City from time to time and which are applicable to the Project. All such fees shall be paid at the time the requesting party requests the City to undertake the action for which the fee is established. The amount of the fee owed by the requesting party with respect to any specific action requested of the City shall be based on the City fee schedule and payment policy in effect at the time the request for the specific action is made, provided however, that any development fees received by the City from the Landowner for review of this Project prior to the date of this Agreement will be credited against any development fees due to the City for review of the Project after the date of this Agreement.

**Section 3.05 Addition of Property to the Land.** At any time during the Term, MASONWOOD may add a portion of the LTISD Land not exceeding fifteen (15) acres to the Project and, upon such addition, such portion of the LTISD Land shall be considered part of the Land for all purposes of this Agreement. If any of the LTISD Land is added to this Agreement it will be subject to and benefit from all provisions and requirements of this Agreement. If such land is added to the Agreement, it will be allowed to include the same uses identified in Exhibit C for the Neighborhood Services Tract. In order to be effective, the addition of such land to the Agreement must be in writing in the form of a Notice to include the Additional Land (the "Notice"), signed by the owner of the Land and the Additional Land, legally describing the land being added to the Agreement and being recorded in the Real Property Records of Travis County, Texas. Prior to recording the Notice, MASONWOOD shall be required to provide it to the City Administrator. The City Administrator shall have the right to review and approve the Notice, such approval not to be unreasonably withheld or delayed, prior to its recordation. Upon such recordation, the addition of such portion of the LTISD Land to this Agreement shall be considered final and official.

**Section 3.06 Term of Approvals.** The Concept Plan, variances and approvals granted in this Agreement will be effective for the term of this Agreement, including any renewals as provided by Section 7.01.

## **ARTICLE IV**

### **DISTRICT CREATION AND ANNEXATION**

#### **Section 4.01 Consent to Creation of, and Inclusion of Real Property within the District.**

Previously, and in connection with the Original Development Agreement, the City approved a resolution (Resolution No. 2011-05) consenting to the creation of, and inclusion of the 148 Acre Tract into Travis County Municipal Utility District No. 18 (the "MUD" or "District"). Now, in connection with this Agreement, the City acknowledges receipt of the request attached hereto as **Exhibit F**, in accordance with Section 54.016, Texas Water Code and Section 42.0425, Texas Local Government Code, for inclusion of the 47 Acre Tract into the boundaries of the MUD. On the Effective Date of this Agreement, the City has approved the resolution attached as **Exhibit G** (the "Consent Resolution") consenting to the inclusion of the 47 Acre Tract into the boundaries of the District. The City agrees that **Exhibit G** will constitute and evidence the City's consent to the inclusion of the 47 Acre Tract into the boundaries of, and annexation of such real property by, the MUD. No further action will be required on the part of the City to evidence its consent; however, the City agrees to provide any additional confirmation of its consent that may be required by MASONWOOD or the District if requested to do so, including without limitation executing the Consent Resolution attached as **Exhibit G** for the District. The City further agrees that this Agreement shall have no impact upon the terms or effectiveness of Resolution No. 2011-05 with respect to the consent to creation of the District and inclusion the 148 Acre Tract therein, which consent shall remain in full force and effect for all purposes.

#### **Section 4.02 Annexation.**

The City agrees that it will not annex the Land until the earlier of, (i) twenty (20) years from the Effective Date of the Original Development Agreement; or (ii) the date when water, wastewater, street and drainage facilities have been completed to serve at least 90% of the developable acreage within the Land and either MASONWOOD has been reimbursed by the District for the water, wastewater, street and drainage facilities in accordance with the rules of the TCEQ, or the City or a third-party utility provider has expressly assumed the obligation to reimburse MASONWOOD under those rules. The City agrees that a request for annexation will not be required to be submitted with any final plat of property within the Land. MASONWOOD agrees that it will voluntarily request annexation into the City when and if City requests that the Land be annexed into the City according to the terms of this section and this requirement shall be binding on any subsequent landowner.

## ARTICLE V

### VAIL DIVIDE EXTENSION

**Section 5.01 Vail Divide.** City and MASONWOOD agree as follows with regard to the extension of the proposed roadway known as Vail Divide as it relates to the Property and as it is generally depicted on the Concept Plan:

a. MASONWOOD shall not be required to construct any portion of Vail Divide, except as necessary to provide access to the Project as shown on the Concept Plan and as may be required by a Traffic Impact Study conducted in accordance with the Requirements. The City shall not require MASONWOOD to build the portion of Vail Divide shown as "ROW Reserve – Vail Divide". That portion of Vail Divide is only shown on the Concept Plan in case the LTISD or a governmental entity chooses to construct Vail Divide along such route. Such area shall remain open and unobstructed by improvements that would obstruct the extension of Vail Divide and shall be restricted to use as right-of-way or interim use that does not conflict with such interim use. Such restriction must appear in any final plat for the Project or other instrument recorded in the Real Property Records of the County.

b. any portions of Vail Divide completed by MASONWOOD will be required to be dedicated to Travis County or the City as applicable.

c. the City's Comprehensive Plan categorizes Vail Divide as a Minor Arterial, requiring 92 feet of right-of-way. MASONWOOD shall not be obligated to build the portion of Vail Divide shown on the Concept Plan as ROW Reserve – Vail Divide. However, if Vail Divide is built in such area, the City and MASONWOOD agree that no more than half of the necessary right-of-way for Vail Divide will be required to be dedicated from the Land by MASONWOOD, and in no event shall the right-of-way required from the Land for ROW Reserve-Vail Divide exceed 46 feet in width as is generally shown on the Concept Plan.

d. MASONWOOD shall be required to provide detention according to Code and water quality treatment according to the NPS ordinance for all stormwater drainage associated with the Offsite Portion of Vail Divide as shown on the Concept Plan or as otherwise required to be constructed according to the Traffic Impact Study (except for any part of such roadway that was built by LTISD and is already treated for water quality and treated by LTISD). MASONWOOD shall not be required to provide detention or water quality treatment for any portion of Vail Divide in the area shown as "ROW Reserve – Vail Divide" on the Concept Plan.

## ARTICLE VI

### AUTHORITY AND VESTING OF RIGHTS

**Section 6.01 Authority.** This Agreement is entered into, in part, under the statutory authority of *Section 54.016 of the Texas Water Code and Sections 42.042, 212.172, and 402.014 of the Texas Local Government Code, Chapter 212, Subchapter G, Texas Local Government Code; Chapter 43, Texas Local Government Code, Chapter 245, Texas Local Government Code*, and such other statutes as may be applicable. The Parties intend that this Agreement shall guarantee the extraterritorial jurisdiction status of the Land as provided in this Agreement, authorize certain land uses and development on the Land, provide for the uniform review and approval of plats and development plans for the Land, provide exceptions to certain ordinances as described herein, and provide other terms and consideration including the continuation of land uses and for zoning upon the eventual annexation of the Land to City. City acknowledges and agrees that it has authority under the *Texas Water Code, Texas Local Government Code* and other applicable ordinances or statutes to enter into this Agreement.

**Section 6.02 Vesting of Rights.** This Agreement constitutes an application for a permit by MASONWOOD for the development of the Project and initiates the development permit process for the Project described herein under Chapter 245 of the Texas Local Government Code. City acknowledges that MASONWOOD has vested authority to develop the Project in accordance with this Agreement. It is the intent of City and MASONWOOD that these vested development rights include, without limitation, the character of land uses, the number of single family units and the amount of commercial development, the general location of roadways, the design standards for streets and roadways, and development of the Land in accordance with the Concept Plan and as set forth in this Agreement and the applicable Requirements as described in Section 2.01. Landowner waives any vesting of development rights which may have occurred prior to the execution of this Agreement.

**Section 6.03 Landowner's Right to Continue Development.** In consideration of MASONWOOD'S agreements hereunder, City agrees that it will not during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout City due to an emergency constituting imminent threat to the public health or safety, provided that such a moratorium will continue only during the duration of the emergency.

## **ARTICLE VII**

### **TERM ASSIGNMENT AND REMEDIES**

**Section 7.01 Term.** The term of this Agreement will commence on the Effective Date of the Original Development Agreement and continue for fifteen (15) years, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of City and MASONWOOD. Upon the expiration of fifteen (15) years, this Agreement shall be extended upon request by MASONWOOD, for up to two (2) successive fifteen (15) year periods.

**Section 7.02 Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of City and MASONWOOD, or may be terminated or amended only as to a portion of the Land by the mutual written consent of City and the owners of the portion of the Land affected by the amendment or termination.

If G2E does not close on the 47 Acre Tract or its contract to purchase the 47 Acre Tract is terminated, then this Amended and Restated Development Agreement shall be of no further force or effect and the rights and obligations of the Parties shall be governed by the Original Development Agreement, as if it had never been amended and restated. G2E must close on the purchase of the 47 acre Tract and all parties to the Agreement must execute this Agreement on or before January 31, 2013, or this Agreement will automatically terminate as herein provided.

In the event that the Agreement is terminated as to the Land, or if applicable, a portion of the Land, for any reason other than City's default, then any future development on the Land or applicable portion of the Land subject to the termination shall not have any right to development afforded pursuant to Article VI.

**Section 7.03 Assignment.**



a. This Agreement, and the rights and obligations of MASONWOOD, in whole or in part, may be assigned by MASONWOOD, or by an individual owner as to the portion of the Land owned by the individual owner, to a subsequent owner, developer and/or builder of all or a portion of the Land upon written notice to City. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee.

b. MASONWOOD will provide to City at least fifteen (15) days advance written notice of any assignment or partial assignment of MASONWOOD'S rights and obligations under this Agreement. If MASONWOOD assigns its rights and obligations as to a portion of the Land, then the rights and obligations of any assignee and MASONWOOD will be severable and MASONWOOD will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, City may pursue all remedies against that nonperforming developer but will not impede development activities of any performing developer as a result of that nonperformance. This Agreement is not intended to create any encumbrance to title as to any ultimate consumer who purchases any portion of the Land.

#### **Section 7.04 Remedies.**

a. If City defaults under this Agreement, Masonwood 71, G2E or Meritage shall provide notice of such default by stating, in writing, the specific nature of the default and any action required to cure the default. If such default remains uncured after thirty (30) days, Masonwood 71, G2E or Meritage may (i) enforce this Agreement by seeking specific performance from a Travis County District Court; (ii) terminate this Agreement by providing written notice of such termination to City as to all of the Land owned by MASONWOOD, or as to the portion of the Land affected by the default; or (iii) pursue injunctive relief to cure the default from a court of proper jurisdiction.

b. If MASONWOOD defaults under this Agreement, City shall provide notice of such default by stating, in writing, the specific nature of the default and any action required to cure the default. If such default remains uncured after thirty (30) days, or thereafter MASONWOOD fails to diligently pursue such cure to completion, City may terminate this Agreement or seek injunctive relief or specific performance from a court of proper jurisdiction.

c. Each Party waives any action for damages against the other except for the recovery of attorney's fees, as per subparagraph d below.

d. If either Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing Party.

e. If a default is by an assignee of only a part of the Land and Project, the only default is by such assignee, this Agreement may be terminated only as to the part or portion of the Land and the Project on which the assignee is in default.

#### **Section 7.05 Cooperation.**

a. City and MASONWOOD each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to, the execution of such further documents as maybe reasonably necessary.

b. City agrees to cooperate with MASONWOOD at MASONWOOD'S expense, in connection with any waivers, permits or approvals MASONWOOD may need or desire from LCRA, Travis County, TCEQ, United States Environmental Protection Agency, United States Fish Wildlife Service, or any other regulatory authority in order to carry out the development of the Project or the Concept Plan.

c. In the event of any third Party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, MASONWOOD and City agree to cooperate in the defense of such suit or claim and to use their respective reasonable efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement. MASONWOOD and City will each be responsible for its own attorney's fees and other expenses which may be incurred in connection with any such lawsuit or claim.

d. MASONWOOD or City may initiate mediation on any issues in dispute between MASONWOOD and City, and the other Party shall participate in good faith. The cost of mediation shall be a joint expense.

### **ARTICLE VIII**

#### **MISCELLANEOUS PROVISIONS**

**Section 8.01 Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party or any agent of the Party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the

earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Bee Cave  
Attn: City Administrator  
4000 Galleria Parkway  
Bee Cave Texas 78738

With Required  
Copy to: Ms. Patty Akers, City Attorney  
Akers & Boulware-Wells, L.L. P.  
6618 Sitio Del Rio Blvd.  
Building E, Suite 102  
Austin Texas 78730

MASONWOOD: Masonwood 71, Ltd.  
1004 MoPac Circle, Ste. 201  
Austin, Texas 78746

With Required  
Copy to: William P. McLean  
McLean & Howard, LLP  
Barton Oaks Plaza, II  
901 S. MoPac Expressway, Ste. 225  
Austin, Texas 78746

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

**Section 8.02 Severability; Waiver.** If any provision of this Agreement is illegal invalid or unenforceable, under present or future laws it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal invalid or enforceable provision as is possible. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 8.03 Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

**Section 8.04 Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

**Section 8.05 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**Section 8.06 Authority for Execution.** City certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. MASONWOOD hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of MASONWOOD.

**Section 8.07 Exhibits.** The following exhibits are attached to this Agreement and made apart hereof for all purposes:

Exhibit "A" The Land  
Exhibit "A-1" The Meritage Tract  
Exhibit "A-2" The Parcel Sketch  
Exhibit "B" The Concept Plan  
Exhibit "C" Allowable Uses  
Exhibit "D" Single-Family and Meritage Tract Development Standards  
Exhibit "D-1" Single-Family Architectural Standards  
Exhibit "D-2" Elevation, Street and Amenity Scenes  
Exhibit "E" Project Development Standards  
Exhibit "F" Request for Consent to Annexation  
Exhibit "G" Consent Resolution

*{Signatures on following page}*

The undersigned Parties have executed this Agreement on the dates indicated below.

**CITY OF BEE CAVE, TEXAS,  
A general law municipality**

By: Caroline Murphy  
Name: Caroline Murphy, Mayor  
Date: 12/20/12

ATTEST:

Kaylynn Holloway  
Kaylynn Holloway, City Secretary

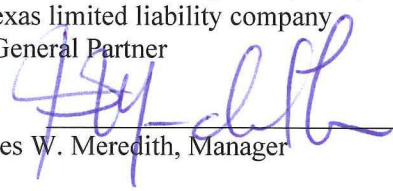
**MASONWOOD 71, LTD.,  
a Texas limited partnership**

By: Masonwood 71, G.P., LLC,  
a Texas limited liability company,  
its general partner

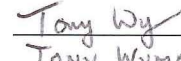
By: [Signature]  
Name: John W. Smith  
Title: Manager  
Date: 12/18/12

**G2E-71, Ltd.,  
a Texas limited partnership**

By: G2E-71 Management, LLC,  
a Texas limited liability company  
Its General Partner

By:   
James W. Meredith, Manager

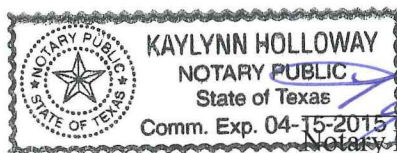
**Meritage Homes of Texas, LLC,  
an Arizona limited liability company**

By:   
Name: Tony Wyman  
Title: Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 20<sup>th</sup> day of December, 2012,  
by Caldine Murphy, Mayor of the City of Bee Cave, Texas, a general  
law municipality.

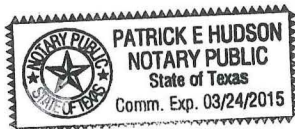


[Signature]  
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 18 day of December, 2012,  
by Jim Meredith, Manager of Masonwood 71, G.P., L.L.C., a Texas limited liability company  
and general partner for Masonwood 71, Ltd.



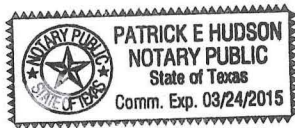
[Signature]

Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 18<sup>th</sup> day of December, 2012,  
by Jim Meredith, Manager of G2E-71 Management, G.P., L.L.C., a Texas limited liability  
company and general partner for G2E-71, Ltd.



A handwritten signature in blue ink, appearing to read "Patrick E. Hudson", written over a horizontal line.

Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 13<sup>th</sup> day of December, 2012,  
by Tony Wyman as VP of Land Acquisition of Meritage Homes of Texas, L.L.C.



A handwritten signature in blue ink, appearing to read "Meggie Weirich", written over a horizontal line.

Notary Public Signature



**EXHIBIT A**

**DESCRIPTION OF THE LAND**

69.22 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE J. REYNOLDS SURVEY No. 44, AND BEING ALL OF THAT TRACT OF LAND SAID TO CONTAIN 75 ACRES CONVEYED TO ROBERT WELDON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217320 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at Texas State Plane Central Zone coordinates N=10087110.80 feet and E=3035132.80 feet in the South Line of Highway 71 (a right of way 150 feet wide at this point) at its intersection with the West Line of the said J. Reynolds Survey, the same being the Northwest Corner of the said 75 Acre Tract and the Northeast Corner of that 136.059 Acre Tract conveyed to Lake Travis Independent School District by deed recorded in Document No. 2010014061 of the Official Public Records of Travis County, Texas, from which point a concrete right of way monument bears N.84°33'54"W., 169.20 feet;

THENCE S.84°33'54"E., along the South Line of Highway 71 and the North Line of the said 75 Acre Tract, a distance of 939.18 feet to a 1/2" iron rod set at the Northeast Corner of the 75 Acre Tract and the Northwest Corner of that 78.04 Acre Tract conveyed to Aubrey Eldon Grumbles by deed recorded in document No. 2007217321 of the Official Public Records of Travis County, Texas;

THENCE S.27°57'11"W., along the East Line of the 75 Acre Tract and the West Line of the 78.04 Acre Tract, a distance of 3686.62 feet to a 1/2" iron rod set in a fence at the Southeast Corner of the 75 Acre Tract and the Southeast Corner of the 78.04 Acre Tract;

THENCE N.62°41'03"W., along the South Line of the said 75 Acre Tract, the North Line of that 5.5 Acre Tract conveyed to Philip Cook by deed recorded in Volume 11766, Page 129 of the Real Property Records of Travis County, Texas, and along a fence, a distance of 700.17 feet to a large cedar fence post;

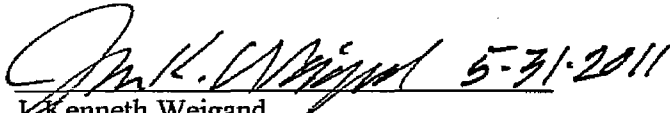
THENCE N.01°19'47"E., along the fence, the same being the common Line of the 75 Acre Tract and the 5.403 Acre Tract, a distance of 223.18 feet to a large cedar fence post at the Southeast Corner of the said 136.059 Acre Tract conveyed to Lake Travis Independent School District;

THENCE along the West Line of the 75 Acre Tract, the East Line of the said 136.059 Acre Tract, and along the fence, the following five courses:

69.22 Acres

1. N.18°31'36"E. a distance of 298.33 feet to a 1/2" iron rod with "Delta Surveying" cap;
2. N.25°36'46"E. a distance of 291.24 feet to a 1/2" iron rod with "Delta Surveying" cap;
3. N.26°43'33"E. a distance of 341.43 feet to a spindle found;
4. N.27°21'01"E. a distance of 741.15 feet to a 1/2" iron rod with "Delta Surveying" cap;
5. N.28°16'56"E. a distance of 1467.47 feet to the said Point of Beginning.

Containing 69.22 acres, more or less, as shown on the survey attached.

  
J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas



RJ Surveying & Associates, Inc.  
1212 East Braker Lane  
Austin, Texas 78753

Bearings are Texas State Plane Central Zone  
All iron rods set have "RJ Surveying" cap

78.37 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE J. REYNOLDS SURVEY No. 44, BEING ALL OF THAT 78.04 ACRE TRACT OF LAND CONVEYED TO AUBREY ELDON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at Texas State Plane Coordinates Central Zone N=10087021.85 and E=3036067.76 in the South Right of Way Line of Highway No. 71 ( a right of way 150 feet wide at this point) at the Northeast Corner of that 74 Acre Tract conveyed to Artie Grumbles by deed recorded in Volume 1951, Page 246 of the Travis County Deed Records, and at the Northwest Corner of the said 78.04 Acre Tract, from which point a concrete right of way monument bears N.84°33'54"W., 1108.38 feet and the Northwest Corner of the said 74 Acre Tract bears N.84°33'54"W., 939.18 feet;

THENCE S.84°33'54"E., along the South Line of Highway 71 and the North Line of the 78.04 Acre Tract, at 696.34 feet pass a concrete right of way monument, in all a distance of 776.38 feet, to a 1/2" iron rod set at the Northwest Corner of that one acre tract described as the save and except rectangular square of land being 210 feet in length on each side

THENCE S.28°21'04"W., along the West Line of the One Acre Tract, a distance of 210.00 feet to a 1/2" iron rod set at the Southwest Corner of said One Acre Tract;

THENCE S.84°33'54"E., along the South Line of the One Acre Tract, a distance of 210.00 feet to a 1/2" iron rod set at the Southeast Corner of said One Acre Tract and to a point in the East Line of the said 78.04 Acre Tract;

THENCE S.28°21'04"W., along said East Line, a distance of 3697.19 feet to a 1/2" iron rod found in the North Line of R. M. 3238 (Hamilton Pool Road) at the Southeast Corner of said 78.04 Acre Tract;

THENCE S.71°44'33"W., along the South Line of the said 78.04 Acre Tract and the North Line of R. M. 3238, a distance of 42.97 feet to a concrete right of way monument found;

THENCE S.79°33'37"W., along the South Line of the said 78.04 Acre Tract, the North Line of that 5.5 Acre Tract conveyed to Philip Cook by deed recorded in Volume 11766, Page 129 of the Real Property Records of Travis County, Texas, and along a fence, a distance of 170.29 feet to a large cedar fence post;

78.37 Acres

THENCE along the South Line of the said 78.04 Acre Tract and the North Line of the 5.5 Acre Tract, the following two courses:

1. N.64°34'26"W. a distance of 353.45 feet to a large cedar fence post;
2. N.62°48'55"W. a distance of 367.77 feet to a 1/2" iron rod set in the fence at the Southwest Corner of the 78.04 Acre Tract and the Southeast Corner of the said 74 Acre Tract;

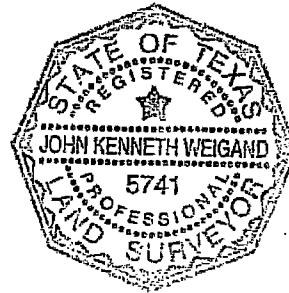
THENCE N.27°57'11"E., along the West Line of the 78.04 Acre Tract and the East Line of the 74 Acre Tract, a distance of 3686.62 feet to the said Point of Beginning.

Containing 78.37 acres, more or less, as shown on the survey attached.

*John K. Weigand 5.31.2011*

J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas

RJ Surveying & Associates, Inc.  
1212 East Braker Lane  
Austin, Texas 78753



All iron rods set have "RJ Surveying" cap  
Bearings are Texas State Plane Central Zone

47.324 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JOSEPH REYNOLDS SURVEY No. 44, ABSTRACT No. 664, BEING A PART OF THAT 47.99 ACRE TRACT OF LAND CONVEYED TO AUBREY ELDON GRUMBLES AND ROBERT WELDON GRUMBLES, BY PARTITION DEED RECORDED IN DOCUMENT No. 2012141235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PART OF THAT 49.99 ACRE TRACT OF LAND CONVEYED TO RICHARD GRUMBLES AND DONNA L. GRUMBLES, BY PARTITION DEED RECORDED IN DOCUMENT No. 2012141235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at Texas State Plane Central Zone Coordinates, North, 10,086,826.28 and East 3,038,123.24 in the South Line of Highway 71, (a right of way 150 feet wide at this point as described in the deed to the State of Texas recorded in Volume 793, Page 608 of the Deed Records of Travis County, Texas), the same being the Northwest Corner of the Plat of Reese Acres, according to the plat thereof recorded in Plat Book 94, Page 81 and 82 of the Plat Records of Travis County, Texas, (from which point a 1/2" iron rod found bears N.28°18'09"E., 2.19 feet);

THENCE S.28°18'09"W., along the West Line of the said Plat of Reese Acres, a distance of 785.36 feet to a cedar fence post;

THENCE S.84°35'50"E., along the South Line of said Plat of Reese Acres, a distance of 604.12 feet to a 1/2" iron rod found at the Southeast Corner of said plat and the Southwest Corner of that 5.00 Acre Tract of Land conveyed to Eric B. Tucker by deed recorded in Volume 11898, Page 343 of the Real Property Records of Travis County, Texas;

THENCE S.84°35'50"E., along the South Line of said 5.00 Acre Tract, a distance of 300.68 feet to a 1/2" iron rod set at the Southeast Corner of said 5.00 Acre Tract in the West Line of Lot 9, Bee Caves West, according to the plat thereof recorded in Plat Book 75, Page 8 of the Plat Records of Travis County, Texas;

THENCE S.28°17'41"W., along the West Line of the said plat of Bee Caves West, a distance of 813.96 feet to a cedar fence post at the Northwest Corner of Lot 8, Bee Caves West;

THENCE N.75°27'11"W., across the said 47.99 Acre Tract, a distance of 1119.05 feet to a 1/2" iron rod set in the South Line of the 47.99 Acre Tract and the North Line of the said 49.99 Acre Tract;

THENCE N.84°33'54"W., across the said 49.99 Acre Tract, a distance of 804.72 feet to the West Line of the said 49.99 Acre Tract and the East Line of that 78.04 Acre Tract of Land conveyed to A. E. Grumbles by deed recorded in Document No. 2007217321 of the Official Public Records of Travis County, Texas, and subsequently conveyed to Masonwood 71, Ltd., by deed recorded in Document No. 2011172121 of the Official Public Records of Travis County, Texas;

THENCE N.28°21'04"E., along the West Line of the 49.99 Acre Tract and the East Line of the 78.04 Acre Tract a distance of 313.34 feet to a 1/2" iron rod set at the Northwest Corner of the 49.99 Acre Tract and the Southwest Corner of the 47.99 Acre Tract;

47.324 Acres

THENCE along the common line of the 47.99 Acre Tract and the 78.04 Acre Tract the following three courses:

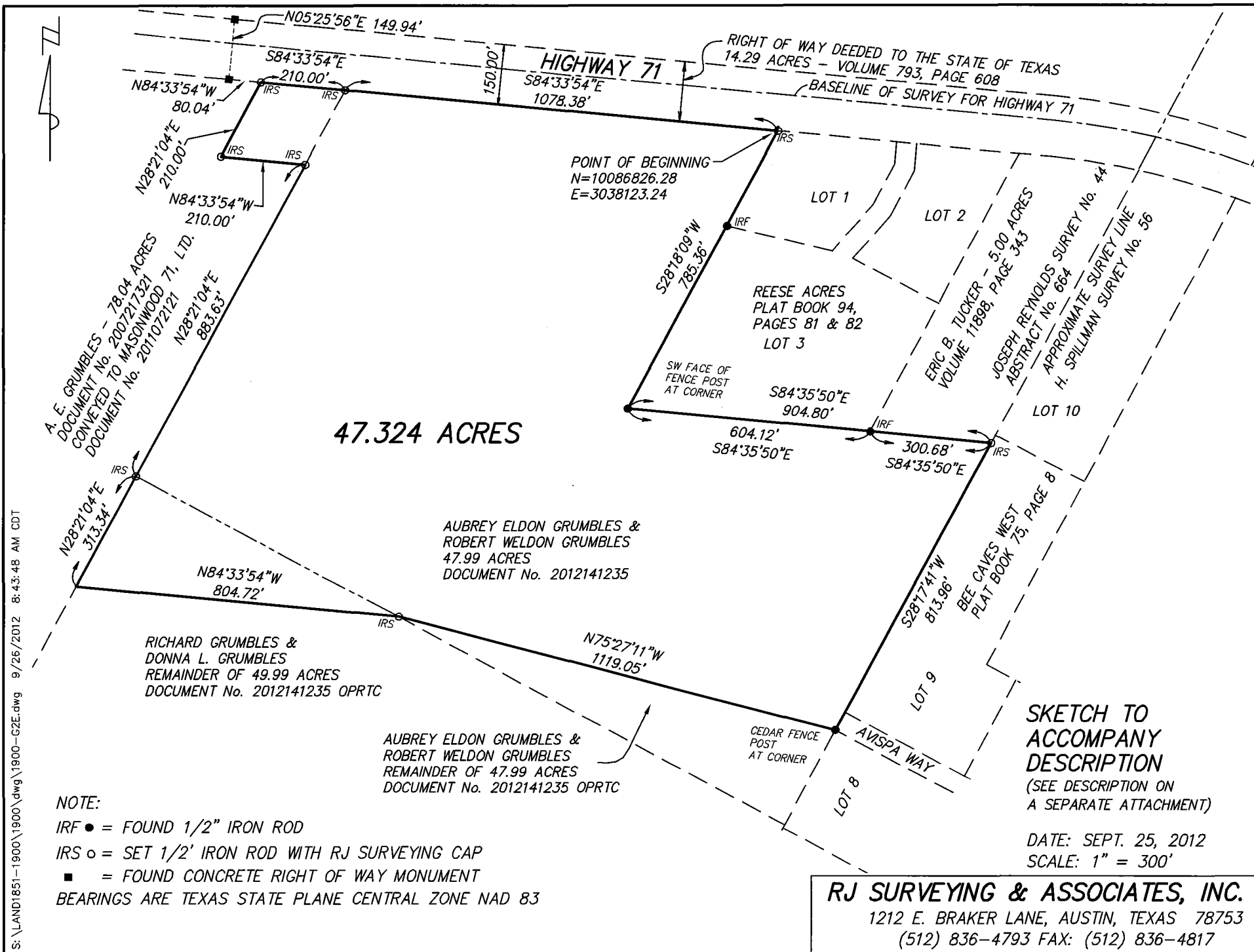
1. N.28°21'04"E. a distance of 883.63 feet to a 1/2" iron rod set;
2. N.84°33'54"W. a distance of 210.00 feet to a 1/2" iron rod set;
3. N.28°21'04"E. a distance of 210.00 feet to a 1/2" iron rod set in the South Line of Highway 71 at the Northwest Corner of the 47.99 Acre Tract and the Northeast Corner of the 78.04 Acre Tract (from which point a concrete monument found bears N.84°33'54"W., 80.04 feet);

THENCE along the North Line of the 47.99 Acre Tract and the South Line of Highway 71 the following two courses:

1. S.84°33'54"E. a distance of 210.00 feet to a 1/2" iron rod set;
2. S.84°33'54"E. a distance of 1078.38 feet; to the said Point of Beginning.

Containing 47.324 acres, more or less, as shown on the sketch attached.

Bearings are Texas State Plane Central Zone NAD 83.  
All iron rods set have RJ Surveying cap.





**EXHIBIT A-1**

**DESCRIPTION OF THE MERITAGE TRACT**

117.35 Acres

Exhibit A

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE J. REYNOLDS SURVEY No. 44, AND BEING A PART OF THAT TRACT OF LAND SAID TO CONTAIN 75 ACRES CONVEYED TO ROBERT WELDON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217320 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PART OF THAT 78.04 ACRE TRACT OF LAND CONVEYED TO AUBREY ELDON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod set at Texas State Plane Central Zone coordinates N=10087110.80 feet and E=3035132.80 feet in the South Line of Highway 71 (a right of way 150 feet wide at this point) at its intersection with the West Line of the said J. Reynolds Survey, the same being the Northwest Corner of the said 75 Acre Tract and the Northeast Corner of that 136.059 Acre Tract conveyed to Lake Travis Independent School District by deed recorded in Document No. 2010014061 of the Official Public Records of Travis County, Texas, from which point a concrete right of way monument bears N.84°33'54"W., 169.20 feet;

THENCE S.28°16'56"W., along the West Line of the 75 Acre Tract and the East Line of the 136.059 Acre Tract, a distance of 380.34 feet to the Point of Beginning;

THENCE across the said 75 Acre Tract the following two courses:

1. S.84°18'18"E. a distance of 934.83 feet;
2. S.04°56'26"W. (at 11.73 feet pass the common line of the 75 Acre Tract and the 78.04 Acre Tract), in all a distance of 244.53 feet;

THENCE continue across the said 78.04 Acre Tract the following two courses:

1. S.14°19'12"E. a distance of 715.60 feet;
2. S.53°03'12"E. a distance of 331.99 feet to the East Line of the said 78.04 Acre Tract (from which point a 1/2" iron rod set in said East Line bears N.28°21'04"E., 1360.19 feet);

THENCE along said East Line the following two courses:

1. S.28°21'04"W. a distance of 72.43 feet to a 1/2" iron rod found;
2. S.28°21'04"W. a distance of 2264.57 feet to a 1/2" iron rod found in the North Line of R. M. 3238 (Hamilton Pool Road) at the Southeast Corner of said 78.04 Acre Tract;

THENCE S.71°44'33"W., along the South Line of the said 78.04 Acre Tract and the North Line of R. M. 3238, a distance of 42.97 feet to a concrete right of way monument found;

THENCE S.79°33'37"W., along the South Line of the said 78.04 Acre Tract, the North Line of that 5.5 Acre Tract conveyed to Philip Cook by deed recorded in Volume 11766, Page 129 of the Real Property Records of Travis County, Texas, and along a fence, a distance of 170.29 feet to a large cedar fence post;

117.35 Acres

Exhibit A

THENCE along the South Line of the said 78.04 Acre Tract and the North Line of the 5.5 Acre Tract, the following two courses:

1. N.64°34'26"W. a distance of 353.45 feet to a large cedar fence post;
2. N.62°48'55"W. a distance of 367.77 feet to a 1/2" iron rod set in the fence at the Southwest Corner of the 78.04 Acre Tract and the Southeast Corner of the said 75 Acre Tract;

THENCE N.62°41'03"W., along the South Line of the said 75 Acre Tract, the North Line of the said 5.5 Acre Tract and along a fence, a distance of 700.17 feet to a large cedar fence post;

THENCE N.01°19'47"E., along the fence, the same being the common Line of the 75 Acre Tract and the 5.5 Acre Tract, a distance of 223.18 feet to a large cedar fence post at the Southeast Corner of the said 136.059 Acre Tract conveyed to Lake Travis Independent School District;

THENCE along the West Line of the 75 Acre Tract, the East Line of the said 136.059 Acre Tract, and along the fence, the following five courses:

1. N.18°31'36"E. a distance of 298.33 feet to a 1/2" iron rod found with "Delta Surveying" cap;
2. N.25°36'46"E. a distance of 291.24 feet to a 1/2" iron rod found with "Delta Surveying" cap;
3. N.26°43'33"E. a distance of 341.43 feet to a spindle found;
4. N.27°21'01"E. a distance of 741.15 feet to a 1/2" iron rod found with "Delta Surveying" cap;
5. N.28°16'56"E. a distance of 1087.13 feet to the said Point of Beginning.

Containing 117.35 acres, more or less.

*John K. Weigand Oct. 7, 2011*  
J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas

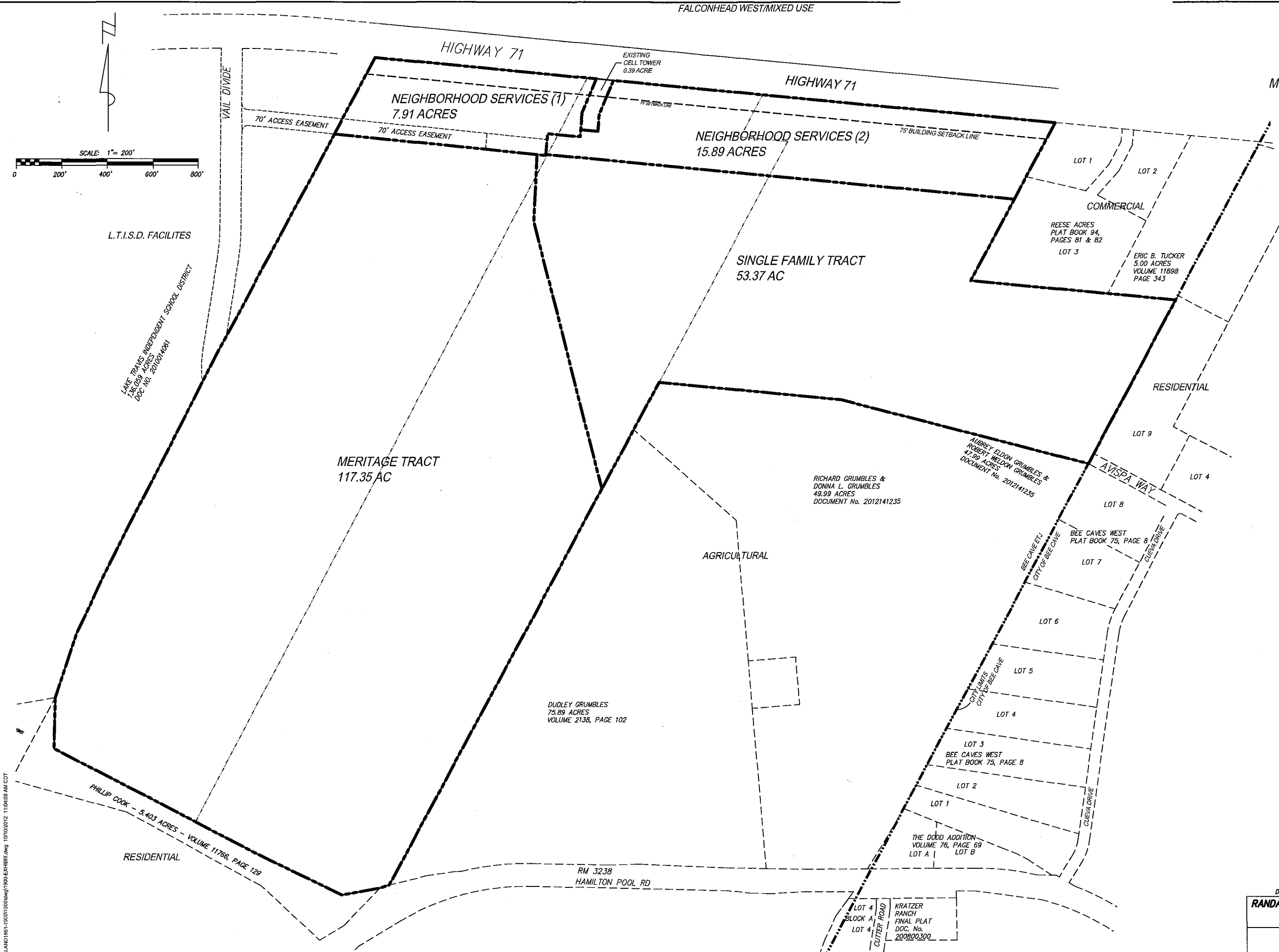


RJ Surveying & Associates, Inc.  
1212 East Braker Lane  
Austin, Texas 78753

Bearings are Texas State Plane Central Zone  
All iron rods set have "RJ Surveying" cap  
The parcel is depicted on a separate attachment

**EXHIBIT A-2**  
**PARCEL SKETCH**

MASONWOOD DEVELOPMENT  
(BELLA COLINAS)  
REVISED CONCEPT PLAN  
MASONWOOD 71, LTD.  
MERITAGE HOMES OF TEXAS, INC.  
BEE CAVE, TEXAS  
PARCEL MAP



**EXHIBIT B**  
**CONCEPT PLAN**



## Exhibit B

FALCONHEAD WEST/MIXED USE

LEGEND:

-  = 80' LOTS
-  = 70' LOTS
-  = 60' LOTS
-  = 50' LOTS
-  = NEIGHBORHOOD
-  = WATER QUAL
-  = PARK
-  = GREENBELT

*MASONWOOD DEVELOPMENT  
(BELLA COLINAS)  
MASONWOOD 71, LTD.  
MERITAGE HOMES OF TEXAS, INC.  
BEE CAVE, TEXAS  
CONCEPT PLAN*

Site Area & Allowable Impervious Cover	Approved	Proposed
Total Site Area	147.59	194.92
Net Site Area (1)	135.34	182.52
Allowable IC (40%)	54.14	73.01

(1) Net Site Area is Total Site Area less known and estimated WQBZ and slopes > 25%

Proposed Impervious Cover

Category	Current			Proposed		
	Units/ LF Street	Approxd Land Area (ac)	IC (ac)	Units/ LF Street	Land Area (ac)	IC (ac)
Single Family Lots	304	119	17.5	504	170.72	28.9
Streets, Collector Streets, Local	2,101 17,493	3.0	3.0	6,787 17,657	7.09	13.3
Streets, Total Amenity Center	19,594	1.3	1.0	24,444	1.00	1.00
Total Single Family			32.8			50.2
Multifamily	300	21.8	9.8	0	0.00	0.00
Neighborhood Services Existing Cel Tower	7.6	6.1	-		23.80 0.39	10.00 0.63
Project Total	147.59	48.7	504	194.92	69.4	

Lots: 2,500 SF/lot  
Multifamily: 45% IC  
Neighborhood Services: 80% IC, includes collector  
\* Included in Neighborhood Services

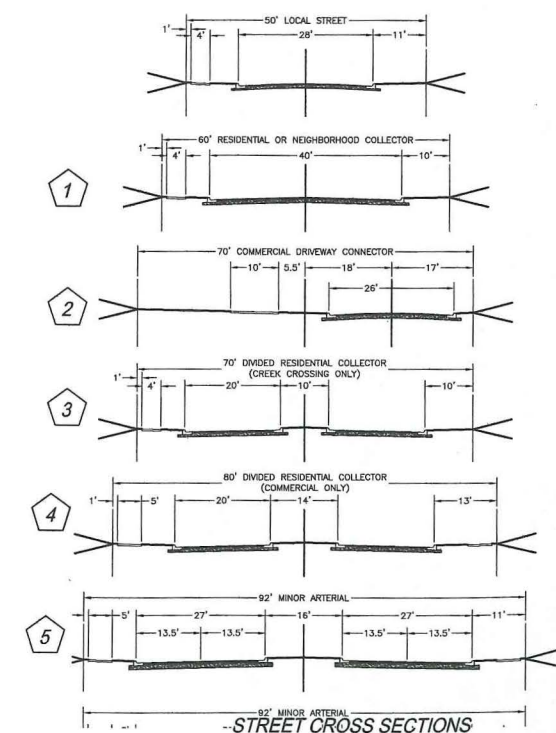
Category	Road (ac)	Sidewalk (ac)	Building (ac)	Driveway (ac)	Parking (ac)	Other (1) (ac)	Total (ac)
Single Family Commercial	18.14	2.21	23.14	5.79	14.30	1.00	50.28
Other (2)	0.68	0.16	3.90				19.04
			0.13				0.13
<b>Total</b>	<b>18.82</b>	<b>2.37</b>	<b>27.17</b>	<b>5.79</b>	<b>14.30</b>	<b>1.00</b>	<b>69.45</b>

(1) Includes Amenity Center  
(2) Includes existing cell tower


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Single Family Lot Mix		Parkland Requirements	
Size	Proposed	Approved	Proposed
80'x120'	34	(ac)	(ac)
70'x120'	53	604	504
60'x120'	217	Required	9.06
50'x120'	0	Provided	15.13
Total	304		17.04

Parkland required at 1.5 ac/100 units



NOTE: UNLABELED STREETS ARE 50' RIGHT OF WAY

 = KEY STREET TYPE AND WIDTH

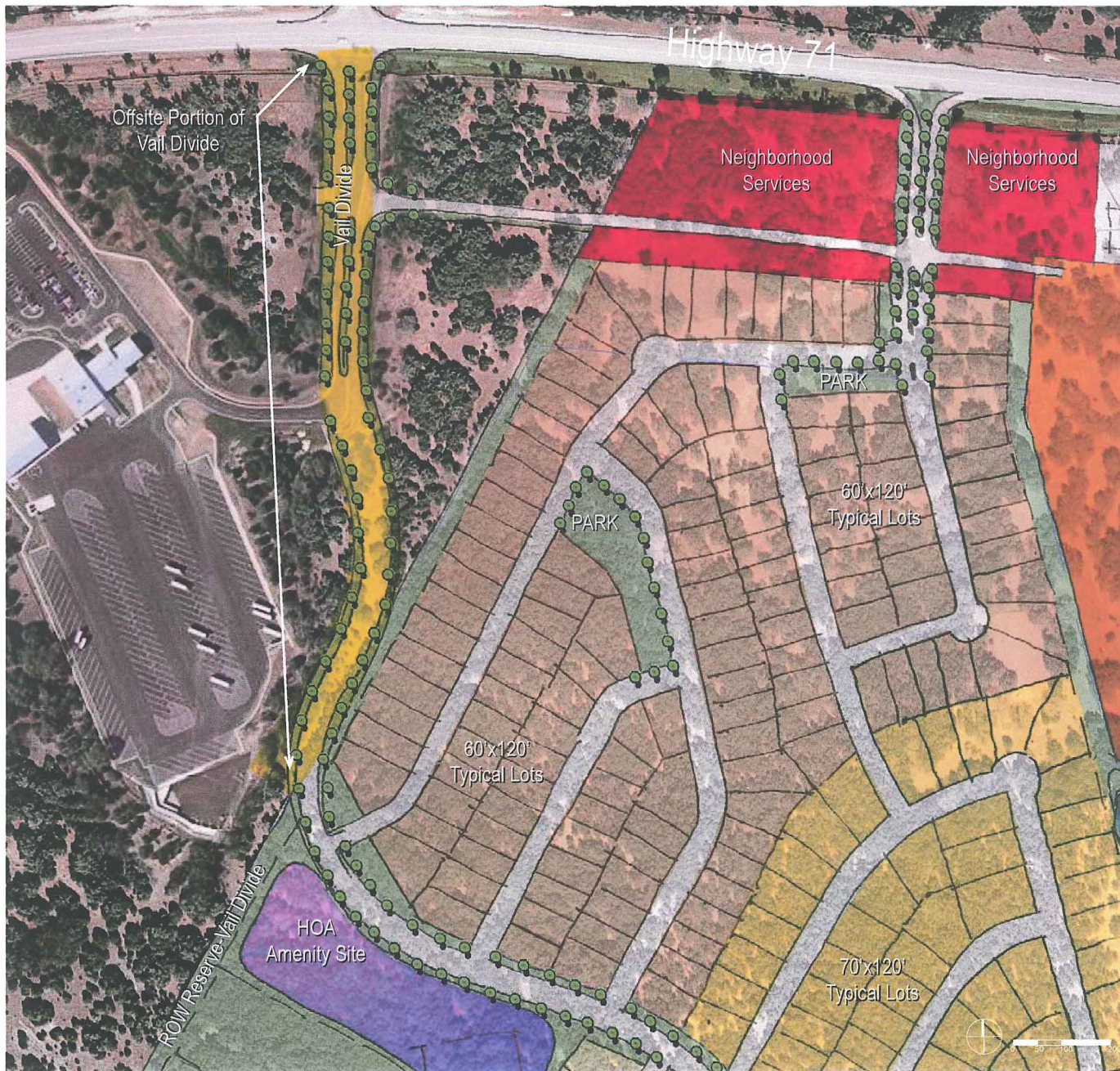
*SHEET INDEX*

- 1 COVER  
2 PARCEL MAP  
3 CONCEPT PLAN  
4 SLOPE MAP  
5 CHARACTER STUDY

DATE: AUG 16 2012

SCALE: 1" = 200'







**EXHIBIT "C"**  
**Allowable Uses Table**

The following table provides for the uses that shall be allowed for the Land as the Project is developed. All uses of the Land existing at the Effective Date of the Original Agreement shall be permitted to continue on the Land including, without limitation, the agricultural, wildlife or ranching activities, or the cellular phone tower and associated improvements as existing on the Land as of the Effective Date of this Agreement.

**1. The Neighborhood Services Tract:** Any of the following land uses shall be allowed on the portion of the Land depicted as "Neighborhood Services" on the Concept Plan:

- All uses that are Permitted under the Neighborhood Service District (NS) as defined in Section 32.03.009 of the Code and Section 32.04.001 of the Code. Any Conditional Uses under Neighborhood Service District shall be Conditional Uses for the Neighborhood Services Tract.
- Restaurant, including drive through and in vehicle service, except that no drive through and in vehicle service shall be allowed on the 15.89 acre tract of land shown as "Neighborhood Services 2" on Exhibit A-2 attached hereto (the "NS 2 Tract").
- Bank with drive-through teller service
- Gas station including convenience store. The fascia of the fuel canopy built as part of any gas station use on the NS 2 Tract must be constructed with masonry that reasonably matches the construction of the convenience store building, except that area shall be allowed on the fascia for the fuel station's business signage. The gas station canopy shall have a pitched roof and the material used for the canopy roof shall match the convenience store roof.
- Any uses that are allowed for the Single-Family Tract

**2. The Single-Family and MeritageTracts:** Any of the following land uses shall be allowed on the remaining portion of the Land that is shown on the Concept Plan as being developed into subdivided, residential lots. Any Conditional Uses under any of the

following described Districts shall be Conditional Uses for the Single-Family Tract and the Meritage Tract:

- Single-Family Rural Residential (SF-RR) (Section 32.03.003)
- Single-Family Residential - 20 (SF-20) (Section 32.03.004)
- Single-Family Residential-Patio Home (SF-PH) (Section 32.03.005)
- Temporary Field Office or Construction Yard or Office
- Temporary Sales Office

**EXHIBIT "D"**  
**Single-Family and Meritage Tract Development Standards**

The following Development Standards shall be applicable to the development of the Single-Family and Meritage Tract. To the extent that any of the following standards conflict with the Code, the following shall control. Capitalized terms contained herein shall be defined as indicated in this Ordinance and these Development Standards, as reflected on the Concept Plan or as defined in the City of Bee Cave Code of Ordinances, depending upon context.

**1. General Intent**

The intent for the Single-Family and Meritage Tracts is to incorporate development standards consistent with the quality standards utilized in typical single family City of Bee Cave developments. The Single-Family Tract shall be designed and constructed as a single-family detached residential development including up to a maximum of 200 residential lots, together with open space, amenity, water quality and detention facilities, and accessory uses, as generally depicted on the Concept Plan. The Meritage Tract shall be designed and constructed as a single-family detached residential development including up to a maximum of 304 residential lots, together with open space, amenity, water quality and detention facilities, and accessory uses, as generally depicted on the Concept Plan.

**2. Maximum Number of Lots-Single Family Tract.** The maximum number of lots allowed to be built as part of the Single Family Tract shall be 200, all of which must be located on the Single-Family Tract. Notwithstanding the foregoing, the number of single-family lots within the Project may be increased above the totals stated herein if MASONWOOD elects to develop lots on the Neighborhood Services Tract in accordance with the terms of Section 3.02 of the Agreement. In no event shall the number of single-family lots built on the Single-Family Tract exceed 200.

**3. Maximum Number of Lots-Meritage Tract.** The maximum number of lots allowed to be built as part of the Meritage Tract shall be 304, all of which must be located on the Meritage Tract.

**4. Lot Sizes/Minimum Percentages (Meritage Tract).** The permissible lots sizes for the Meritage Tract will be as set forth below (expressed in number of feet). The Meritage Tract shall not contain more than 71.4% of the lots that are 60 feet x 120 feet. Additionally, the Meritage Tract must include a minimum of 11.2 percent lots in the 80 x 120 category and 17.4 percent in the 70 x 120 category as specified below. Lots may be developed in phases and the percentage of 60 x 120 lots may exceed 71.4% for the phase if such increased percentage will not cause the overall percentages for the Meritage Tract and the projected totals for each lot size to change, in the reasonable judgment of the City.

80 x 120 – at least 11.2% of the lots (Projected Total for Meritage Tract – 34 Lots)

70 x 120 – at least 17.4% of the lots (Projected Total for Meritage Tract – 53 Lots)

60 x 120 (Projected Total for Meritage Tract – 217 Lots)

**5. Lot Sizes/Minimum Percentages (Single-Family Tract).** The permissible lots sizes for the Single-Family Tract will be as set forth below (expressed in number of feet). The Single Family Tract shall contain 59 percent of lots that are 50 feet x 120 feet and 41 percent of lots that are 70 feet x 120 feet. Lots may be developed in phases and the percentage of lot may deviate from the percentages stated in this Section for the phase if such increased percentage will not cause the overall percentages for the Single Tract and the projected totals for each lot size to change, in the reasonable judgment of the City.

70 x 120 – 41% of the lots (Projected Total for Single Family Tract – 82 Lots)

50 x 120 – 59% of the lots (Projected Total for Single-Family Tract – 118 Lots)

**6. Size of Lots.**

(a) Minimum Lot Area: Approximately 6,000 Square Feet per Lot for 50 x 120's (Single Family Tract Only), 7,200 Square Feet per Lot for 60 x 120's, 8,400 Square Feet per Lot for 70 x 120's and 9,600 Square Feet for 80 x 120's.

(b) Minimum Lot Width:

Approximately 50 Feet for 50 x 120's Single Family Tract Only)

60 Feet for 60 x 120's, 70 Feet for 70 x 120's and 80 Feet for 80 x 120's.

(c) Minimum Front Yard: Twenty-Five Feet (25').

(d) Minimum Side Yard: Five Feet (5') for each Side.

(e) Minimum Side Yard Adjacent to a Street: Fifteen Feet (15') to ROW.

(f) Minimum Rear Yard: Fifteen Feet (15').

(g) Minimum Rear Yard Adjacent to a Street: Fifteen Feet (15') to ROW.

(h) Minimum Lot Width for Lots Fronting on Cul-De-Sac: Thirty-Five Feet (35').

**7. Height Regulations: Maximum Height:**

(a) Two and one-half (2-1/2) stories, not to exceed thirty-five feet (35') for the main building or house.

(b) Twenty-five feet (25') for other accessory buildings, including detached garage or accessory dwelling units.

(c) Other requirements (see Section 32.05.006).

**8. Parking Regulations:**

(a) Single-Family Dwelling Unit - A minimum of two (2) enclosed parking spaces behind the front building line and on the same lot as the main structure

(b) Other - (See Section 32.05.001, Off-Street Parking and Loading Requirements)

**9. Special Requirements:**

(a) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.

(b) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of one (1) or more acres.

- (c) Open storage is prohibited, except for materials for the resident's personal use or consumption such as firewood and gardening materials.
- (d) Single-family homes with side entry garages where lot frontage is only to one street shall have a minimum of twenty-five feet (25') from the door face of the garage or carport to the side property line for maneuvering.
- (e) Swimming pools shall be constructed and enclosed in accordance with the City building code.
- (f) Concept plan and site plan approval shall be required for any nonresidential use, such as a school, church, child-care center or private recreation facility, in the Single-Family Tract. Any nonresidential land use which may be permitted in this district shall conform to the "R" - Retail District standards, so long as the building footprint does not exceed 20,000 square feet.
- (g) Single-family detached homes shall be located on individual lots that are owned in fee simple title.

**10. Construction Standards.**

The intent of the Project is for the construction of homes on the Single-Family and Meritage Tract that are substantially similar to the Architectural Standards described in the attached **Exhibit "D-1"** and the elevations, street and amenity scenes as depicted in the attached **Exhibit "D-2."** **Exhibits "D-1"** and **"D-2"** are included for conceptual purposes only to illustrate the general intent of the Project and homes built within the Single-Family and Meritage Tract may not be exactly as depicted therein.

## **EXHIBIT "D-1"**

### **Single-Family/Meritage Tract Architectural Standards**

#### **1. Minimum Square Footage of homes (if two or more stories):**

- a. 50' Lots- 1,800 square feet (Single Family Tract Only)
- b. 60' Lots- 2,100 square feet
- c. 70' Lots- 2,400 square feet
- d. 80' Lots- 2,700 square feet

#### **Minimum Square Footage of homes (if one story):**

- e. 50' Lots- 1,800 square feet (Single Family Tract Only)
- f. 60' Lots- 1,800 square feet
- g. 70' Lots- 2,100 square feet
- h. 80' Lots- 2,400 square feet

#### **2. Masonry Requirements for homes**

- a. The exterior wall of a residence constructed on any of the fifty, sixty or seventy foot wide lots shall have a minimum of one hundred percent (100%) masonry construction (which includes but is not limited to brick, ledge stone, field stone, stucco, glass façade or any other similar material) for the first floor and seventy-five percent (75%) masonry construction for the exterior of the the second floor. The exterior wall area of a residence constructed on an eighty foot wide lot shall have one hundred percent (100%) masonry construction. The use of "Hardie panel or Hardie board panel" siding is prohibited as a building material. "Hardie plank" may be used in non structural areas.

### 3. Garages

- a. Each home shall have a garage that holds a minimum of two cars. For 50 foot lots, a minimum of 25% of garage doors must be constructed with wood. All other garage doors located on 50 foot lots shall be constructed at a minimum with "Carriage Doors" which shall mean doors that include built-in windows, decorative hardware (such as hinges or door handles) and visual accents such as accent paint or paneling..

### 4. Roof Construction

- a. Pitch- No roof shall have a pitch less than 5/12, except for over porches and eaves which may have a minimum pitch of 4/12.

### 5. Home Elevation Repeating

- a. Same side of street- No home elevation shall be repeated within two lots of the same elevation
- b. Across Street- No home shall be repeated directly across the street or within one lot of the lot directly across the street.



**EXHIBIT D-2**

**STREET AND AMENITY SCENES AND ELEVATIONS**





60' LOT



60' LOT



70' LOT



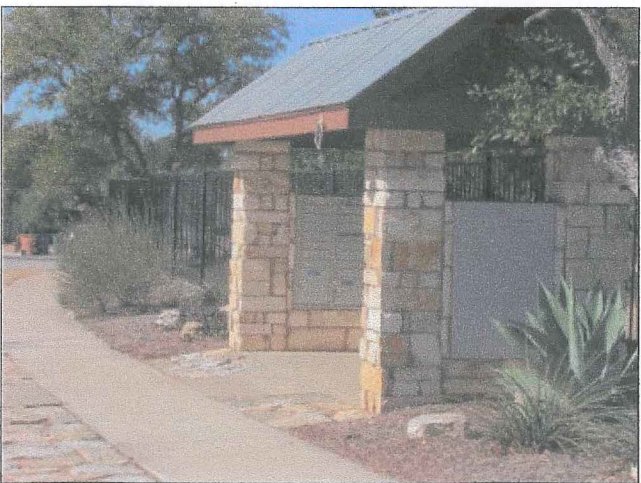
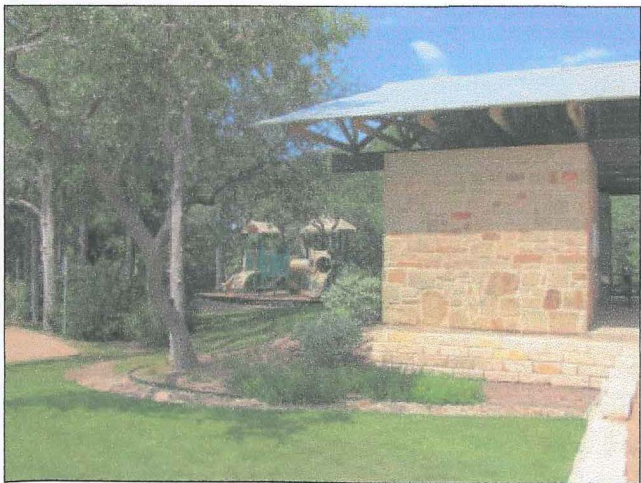
70' LOT



80' LOT



80' LOT



CHARACTER STUDY PROVIDED BY BURY & PARTNERS



SHEET INDEX

1	COVER
2	PARCEL MAP
3	CONCEPT PLAN
4	SLOPE MAP
5	CHARACTER STUDY



## Conceptual Landscaping and Street Scene















## Conceptual Home Elevations

















## **EXHIBIT "E"**

### **Project Development Standards**

The following Development Standards shall be applicable to the development of the Project as a whole and the entirety of the Land. To the extent that any of the following standards conflict with the Code, the following shall control. Capitalized terms contained herein shall be defined as indicated in this Ordinance and these Development Standards, as reflected on the Concept Plan or as defined in the City of Bee Cave Code of Ordinances, depending upon context.

#### **1. Impervious Cover and Non-Point Source Pollution Control Standards for Water Quality Controls**

(a) Impervious Cover. Impervious cover for the Project shall not exceed 40%.

(b) Maintenance. BMPs and water quality controls such as vegetative filter strips ("VFS") and areas identified for re-irrigation shall be located within easements or on property owned and controlled by a Home Owner's Association or the District who shall be responsible for maintenance and compliance with the water quality and storm water detention requirements for the Project and execution of any applicable Maintenance Agreements. If any BMPs or water quality controls or re-irrigation areas are intended to be located within the boundary of an individual lot, the plat of the Project shall provide restrictions sufficient to guarantee that such areas will be used for water quality or storm water purposes and that such restrictions may not be altered without the approval of the City of Bee Cave.

(c) Maintenance and BMPs associated with Properties that Dispense Gasoline. BMPs and water quality controls associated with runoff from a property that dispenses gasoline shall include industry standard pollution abatement BMPs to prevent gasoline or other pollutants from leaving the site and a Maintenance Agreement that includes perpetual storm water quality monitoring to verify that pollutants are not being released off site. Maintenance Agreements shall be considered for approval in conjunction with site plan approval. In particular, properties that dispense gasoline shall comply with TCEQ Regulations, Section 334.45 Technical Standards for New Underground Storage Tank Systems. Where dispensers are used on pressure pumped systems, a rigidly anchored emergency shut-off valve is required at each dispenser. This emergency shut-off valve shall be designed to automatically stop the flow of product in the event the dispenser becomes detached from the piping and should also be thermally activated to close when fire is present.

Tamper-proof locking lids are required on all fill openings and manways on nonportable containers.

Provisions must be made to prevent hazardous materials from entering the environment under dispensers due to spills occurring during maintenance operations. Grease traps, oil traps, sand traps, catch basins, and interceptors (Hazardous Material Interceptor "HMI") shall be provided for the proper handling of waste containing grease in excessive amounts, sand and other harmful materials.

As part of any Site Plan or Maintenance Agreement approval, the applicant must demonstrate that the HMI is able to receive the 6 month storm from the drainage area that includes the tank filling and dispenser area. The tank geometry should allow this event to flow through the tank at a velocity less than 3 feet per minute. The tank should have a reasonable oil storage area above the flow line and be able to bypass larger storms.

(d) Re-irrigation areas may be located within Rights-of-Way.

## **2. Water Quality Buffer Zone.**

Permitted uses within the water quality buffer zone shall include those allowed by Sec. 20.04.045 of the Code and, in addition, open space and private trails.

## **3. NPS Project Requirements and Allocation of Impervious Cover.**

(a) At the time the first Site Plan application is submitted for approval or the first Plat application is submitted for approval, the Developer shall submit a Drainage and NPS Master Plan demonstrating that the Project, as a whole, will comply with the City's Non-Point Source Pollution control requirements and Storm Water detention requirements, including providing for regional detention and NPS facilities; if such facilities are proposed for the Project.

(b) If regional storm water detention facilities and/or water quality controls and BMPs are not constructed to serve the Project as a whole, then each Site Plan and/or Plat application submitted to the City for approval shall demonstrate that storm water detention facilities and/or water quality controls are sufficient to comply with the Requirements for any construction or development that may take place within the area covered by the application in accordance with the allowable impervious cover or density allowed for the Project.

(c) Since the Project must achieve 40% impervious cover for the Project as a whole and each tract that is subdivided in the future may be afforded more or less than 40% impervious

cover, evidence of the percentage or allotment of impervious cover shall be approved as part of plat or site plan approval. The City may require restrictive covenants as applicable. Restrictive covenants applicable to percentage or allotment of impervious cover shall not be changed without approval of the City. In addition, each Site Plan application shall contain a certification from a licensed engineer as to the amount of impervious cover available for development within the subject area, the amount of impervious cover available to the Project after development within the subject area and that the proposed impervious cover complies with the Requirements of this Agreement and or restrictive covenants.

**4. Other Provisions.**

(a) Sidewalks. Sidewalks shall be constructed in the right-of-way along one side of streets located adjacent to residential lots.

(b) Permit Issuance. Building permits for model homes only may be issued prior to construction of all public improvements or recording of the final plat for the applicable portion of the Project; provided, however, that (i) all weather roads, (ii) pressurized water lines with sufficient fire flow capacity, and (iii) water quality and detention facilities, intended to serve the land covered by the building permit shall be functioning and substantially complete. Certificates of occupancy may not be issued until all required public improvements are constructed and the final plat is recorded.

(c) Discrepancies. In the event that a discrepancy occurs between what is depicted on the Concept Plan and the terms of the Agreement, the terms of the Agreement shall control.

5. Multi-owner signage will be allowed at entrances into the Project so long as the signage complies with city ordinances applicable to such signs and the signs are not considered off-premise signs pursuant to current city ordinances.

**REQUEST FOR CONSENT TO THE ADDITION OF LAND**  
**TO TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 18**

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BEE CAVE,  
TEXAS:

The undersigned (herein the “Landowners”) holders of title to land within the territory hereinafter described by metes and bounds, constituting a majority in value of the holders of title of the lands therein as indicated by the tax rolls of Travis County, Texas, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code and Section 42.0425, Texas Local Government Code, respectfully request the City Council of the City of Bee Cave, Texas, for its written consent to the inclusion of land in Travis County Municipal Utility District No. 18 (the “District”) under Chapters 49 and 54, Texas Water Code by annexation of land pursuant to the provisions of Chapters 49, Texas Water Code; and would respectfully show the following:

I.

The land to be included in the District (the “Property”) contains approximately 47.33 acres and is more particularly described by metes and bounds on **Exhibit “A”**. The Property is located in the extraterritorial jurisdiction of the City of Bee Cave, Texas.

## II.

The Landowners are the owners of title to the individual tracts of land constituting the Property, and are the owners of a majority in value of the Property as indicated by the tax rolls in Travis County, Texas. There is no lienholder on the Property. There are no residents on the Property.

### III.

Landowners seek annexation of the Property into the District so that the District will make retail water, wastewater, drainage, and other District facilities and services available within the Property. There is a necessity for the inclusion of the Property within the District because the District's current policy is to not provide, or make available, service to lands outside the corporate boundaries of the District unless the lands are annexed into the District. The District owns and operates, or will own and operate, water, wastewater, drainage and other District facilities that have sufficient capacity and are capable of furnishing service to the Property.

## IV.

A preliminary investigation has been instituted to determine the cost of the water, wastewater and drainage improvements required for service to the Property from the District, and

it is now estimated by the Landowners, from such information as it has at this time, that the estimated construction costs of the water, wastewater, and drainage improvements required for service to the Property from the District is \$3,813,150.

V.

WHEREFORE, the Landowners respectfully pray that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the inclusion of the Property described herein into the District.

RESPECTFULLY SUBMITTED, this 18<sup>th</sup> day of December, 2012.

LANDOWNER:

**G2E-71, Ltd.,  
a Texas limited partnership**

By: G2E-71 Management, LLC,  
a Texas limited liability company  
Its General Partner

By:   
James W. Meredith, Manager



**RESOLUTION NO. 2012-07**

**A RESOLUTION OF THE CITY OF BEE CAVE, TEXAS  
CONSENTING TO THE ANNEXATION OF LAND INTO  
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 18**

**WHEREAS**, on September 13, 2011, the City Council of the City of Bee Cave ("City") adopted Resolution No. 2011-05 consenting to the creation of, and inclusion of approximately 147.59 acres of land in, Travis County Municipal Utility District No. 18 (the "District");

**WHEREAS**, the City of Bee Cave has received, pursuant to the provisions of Chapters 49 and 54, Texas Water Code and Section 42.0425, Texas Local Government Code, a request for the written consent of the City to the inclusion by annexation of land into the corporate boundaries of the District by the majority in value of the holders of title to land (the "Landowners") within the territory hereinafter described;

**WHEREAS**, the land to be included in Travis County Municipal Utility District No. 18 is described by metes and bounds on **Exhibit "A"** attached hereto (the "Property"). The Property contains approximately 47.33 acres. The Property is located in the extraterritorial jurisdiction of the City of Bee Cave, Texas and is owned by Landowners;

**WHEREAS**, upon the annexation of the Property, the District shall contain an area of approximately 194.92 acres of land (collectively the "District Land"), more or less, situated wholly within Travis County, Texas and which District Land consists of three contiguous tracts, which are described in **Exhibit "B"**, which is attached hereto and incorporated herein for all purposes;

**WHEREAS**, the Landowners of the land to be added to the District have made representations to the City regarding the nature, authority and obligations which shall be undertaken by the District as described in the Request for Consent which is attached hereto as **Exhibit "B"** and incorporated herein for all purposes;

**WHEREAS**, the City has relied upon the accuracy and veracity of the representations contained in the Request for Consent in considering and approving this Resolution;

**WHEREAS**, the Landowners and proposed developers of the District Land have entered into an Amended and Restated Development Agreement (the "Restated Development Agreement") with the City and have agreed to develop the District Land, including the Property, in accordance with the terms of the Restated Development Agreement and have agreed that the District would not enact any regulations that would conflict or attempt to supersede the authority of the City to oversee the development of the District Land in accordance with the Restated Development Agreement;

**WHEREAS**, the general nature of the project to be done by the District in the Property is the construction, acquisition, maintenance, and operation of a waterworks, sanitary sewer, and drainage system for commercial and domestic purposes, and the estimated costs of construction of the proposed project by the District in the Property is approximately \$3,813,000 and will be financed by the issuance of bonds by the District;

**WHEREAS**, the City finds that a public necessity therefore exists for the organization, extension, improvement, maintenance, and operation of such waterworks, sanitary sewer, and drainage system for service to the Property so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community; and

**WHEREAS**, the City of Bee Cave desires to grant its written consent to the inclusion of the Property into Travis County Municipal Utility District No. 18.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS**, that the City of Bee Cave, Texas hereby consents to the annexation of the Property, as more particularly described on **Exhibit "A"** attached hereto, into Travis County Municipal Utility District No. 18, subject to the following terms and conditions:

1. The plans and specification for all facilities constructed by or on behalf of the District within the District Land, including the Property, ("District Facilities") will be subject to approval by the City in accordance with the Restated Development Agreement.

2. The City will be permitted to inspect all District Facilities.

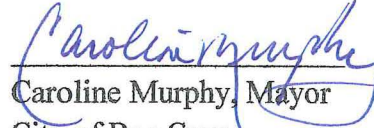
3. With respect to the District Land, including the Property, District bonds may be issued for the following purposes only: (i) construction, acquisition, maintenance, and operation of a waterworks, sanitary sewer, and drainage systems for commercial and domestic purposes, (ii) park and recreation facilities and services, and (iii) road improvements needed to support development of the District Land.

4. The ordinances and regulations of the City will apply within the District Land to the extent described in the Restated Development Agreement and, in the event of any conflict between the District's rules and regulations and applicable ordinances and regulations of the City, the City's ordinances and regulations will control.

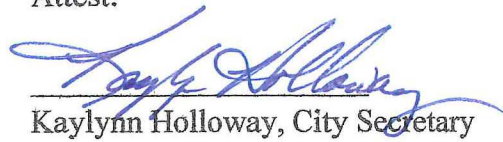
5. Resolution No. 2011-05 consenting to the creation of, and inclusion of approximately 147.59 acres of land into, the District, shall remain in full force and effect for all purposes; provided, however, that the Restated Development Agreement referenced herein shall supersede and replace the Development Agreement referenced in the Resolution No. 2011-05 as it relates to development of the District Land.

Passed and Approved this the 13<sup>th</sup> day of December, 2012 by  
majority vote of the City Council of the City of Bee Cave.

**CITY OF BEE CAVE**

  
Caroline Murphy, Mayor  
City of Bee Cave

Attest:

  
Kaylynn Holloway, City Secretary

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

47.324 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JOSEPH REYNOLDS SURVEY No. 44, ABSTRACT No. 664, BEING A PART OF THAT 47.99 ACRE TRACT OF LAND CONVEYED TO AUBREY ELDON GRUMBLES AND ROBERT WELDON GRUMBLES, BY PARTITION DEED RECORDED IN DOCUMENT No. 2012141235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PART OF THAT 49.99 ACRE TRACT OF LAND CONVEYED TO RICHARD GRUMBLES AND DONNA L. GRUMBLES, BY PARTITION DEED RECORDED IN DOCUMENT No. 2012141235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at Texas State Plane Central Zone Coordinates, North, 10,086,826.28 and East 3,038,123.24 in the South Line of Highway 71, (a right of way 150 feet wide at this point as described in the deed to the State of Texas recorded in Volume 793, Page 608 of the Deed Records of Travis County, Texas), the same being the Northwest Corner of the Plat of Reese Acres, according to the plat thereof recorded in Plat Book 94, Page 81 and 82 of the Plat Records of Travis County, Texas, (from which point a 1/2" iron rod found bears N.28°18'09"E., 2.19 feet);

THENCE S.28°18'09"W., along the West Line of the said Plat of Reese Acres, a distance of 785.36 feet to a cedar fence post;

THENCE S.84°35'50"E., along the South Line of said Plat of Reese Acres, a distance of 604.12 feet to a 1/2" iron rod found at the Southeast Corner of said plat and the Southwest Corner of that 5.00 Acre Tract of Land conveyed to Eric B. Tucker by deed recorded in Volume 11898, Page 343 of the Real Property Records of Travis County, Texas;

THENCE S.84°35'50"E., along the South Line of said 5.00 Acre Tract, a distance of 300.68 feet to a 1/2" iron rod set at the Southeast Corner of said 5.00 Acre Tract in the West Line of Lot 9, Bee Caves West, according to the plat thereof recorded in Plat Book 75, Page 8 of the Plat Records of Travis County, Texas;

THENCE S.28°17'41"W., along the West Line of the said plat of Bee Caves West, a distance of 813.96 feet to a cedar fence post at the Northwest Corner of Lot 8, Bee Caves West;

THENCE N.75°27'11"W., across the said 47.99 Acre Tract, a distance of 1119.05 feet to a 1/2" iron rod set in the South Line of the 47.99 Acre Tract and the North Line of the said 49.99 Acre Tract;

THENCE N.84°33'54"W., across the said 49.99 Acre Tract, a distance of 804.72 feet to the West Line of the said 49.99 Acre Tract and the East Line of that 78.04 Acre Tract of Land conveyed to A. E. Grumbles by deed recorded in Document No. 2007217321 of the Official Public Records of Travis County, Texas, and subsequently conveyed to Masonwood 71, Ltd., by deed recorded in Document No. 2011172121 of the Official Public Records of Travis County, Texas;

THENCE N.28°21'04"E., along the West Line of the 49.99 Acre Tract and the East Line of the 78.04 Acre Tract a distance of 313.34 feet to a 1/2" iron rod set at the Northwest Corner of the 49.99 Acre Tract and the Southwest Corner of the 47.99 Acre Tract;

47.324 Acres

THENCE along the common line of the 47.99 Acre Tract and the 78.04 Acre Tract the following three courses:

1. N.28°21'04"E. a distance of 883.63 feet to a 1/2" iron rod set;
2. N.84°33'54"W. a distance of 210.00 feet to a 1/2" iron rod set;
3. N.28°21'04"E. a distance of 210.00 feet to a 1/2" iron rod set in the South Line of Highway 71 at the Northwest Corner of the 47.99 Acre Tract and the Northeast Corner of the 78.04 Acre Tract (from which point a concrete monument found bears N.84°33'54"W., 80.04 feet);

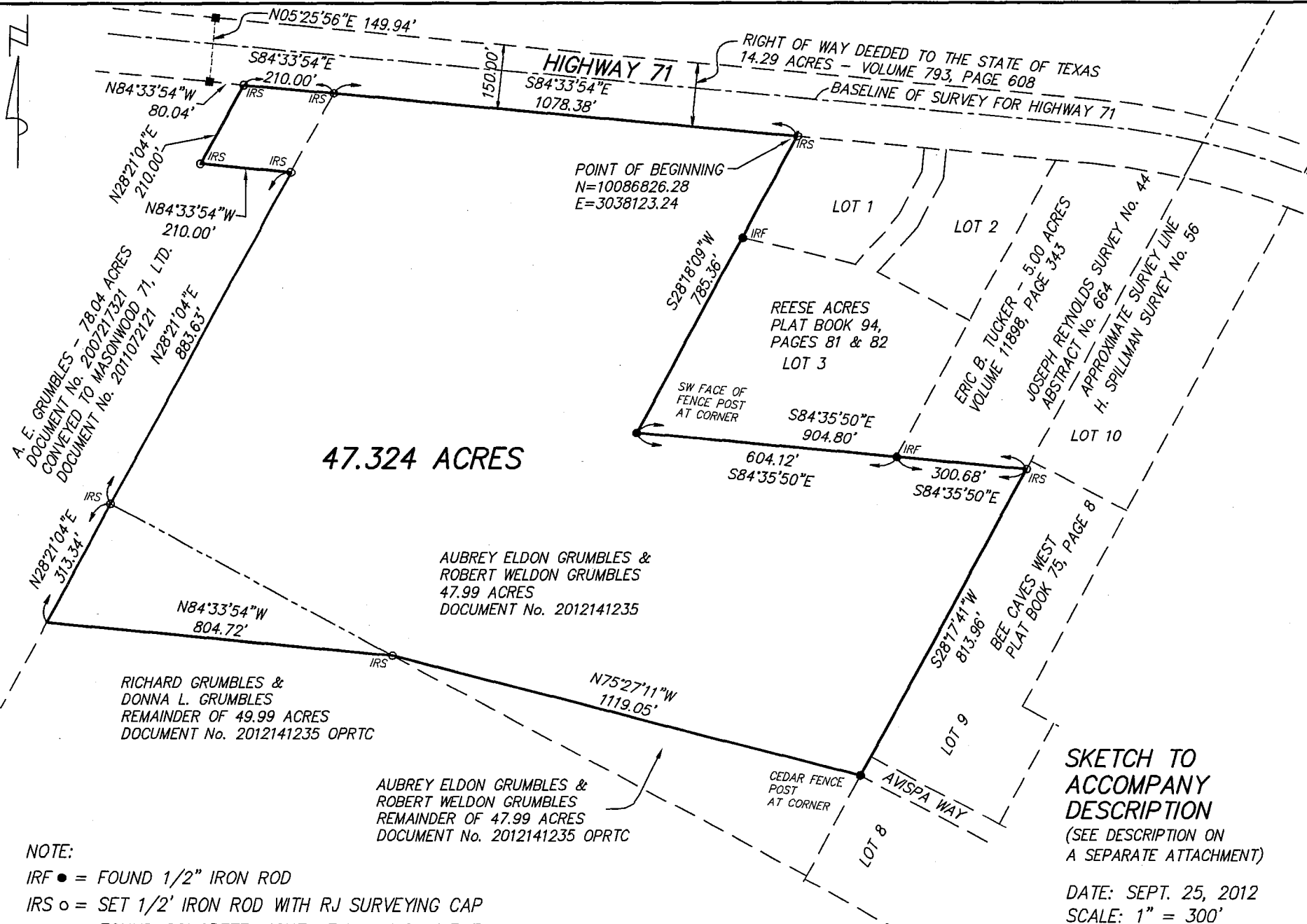
THENCE along the North Line of the 47.99 Acre Tract and the South Line of Highway 71 the following two courses:

1. S.84°33'54"E. a distance of 210.00 feet to a 1/2" iron rod set;
2. S.84°33'54"E. a distance of 1078.38 feet; to the said Point of Beginning.

Containing 47.324 acres, more or less, as shown on the sketch attached.

Bearings are Texas State Plane Central Zone NAD 83.  
All iron rods set have RJ Surveying cap.

S:\LAND1851-1900\1900\dwg\1900-G2E.dwg 9/26/2012 8:43:48 AM CDT



**RJ SURVEYING & ASSOCIATES, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

**REQUEST FOR CONSENT TO THE ADDITION OF LAND**  
**TO TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 18**

COUNTY OF TRAVIS §

The undersigned (herein the “Landowners”) holders of title to land within the territory hereinafter described by metes and bounds, constituting a majority in value of the holders of title of the lands therein as indicated by the tax rolls of Travis County, Texas, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code and Section 42.0425, Texas Local Government Code, respectfully request the City Council of the City of Bee Cave, Texas, for its written consent to the inclusion of land in Travis County Municipal Utility District No. 18 (the “District”) under Chapters 49 and 54, Texas Water Code by annexation of land pursuant to the provisions of Chapters 49, Texas Water Code; and would respectfully show the following:

The land to be included in the District (the “Property”) contains approximately 47.33 acres and is more particularly described by metes and bounds on **Exhibit “A”**. The Property is located in the extraterritorial jurisdiction of the City of Bee Cave, Texas.

The Landowners are the owners of title to the individual tracts of land constituting the Property, and are the owners of a majority in value of the Property as indicated by the tax rolls in Travis County, Texas. There is no lienholder on the Property. There are no residents on the Property.

Landowners seek annexation of the Property into the District so that the District will make retail water, wastewater, drainage, and other District facilities and services available within the Property. There is a necessity for the inclusion of the Property within the District because the District's current policy is to not provide, or make available, service to lands outside the corporate boundaries of the District unless the lands are annexed into the District. The District owns and operates, or will own and operate, water, wastewater, drainage and other District facilities that have sufficient capacity and are capable of furnishing service to the Property.

A preliminary investigation has been instituted to determine the cost of the water, wastewater and drainage improvements required for service to the Property from the District, and



it is now estimated by the Landowners, from such information as it has at this time, that the estimated construction costs of the water, wastewater, and drainage improvements required for service to the Property from the District is \$3,813,150.

V.

WHEREFORE, the Landowners respectfully pray that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the inclusion of the Property described herein into the District.

RESPECTFULLY SUBMITTED, this 18<sup>th</sup> day of December, 2012.

LANDOWNER:

**G2E-71, Ltd.,  
a Texas limited partnership**

By: G2E-71 Management, LLC,  
a Texas limited liability company  
Its General Partner

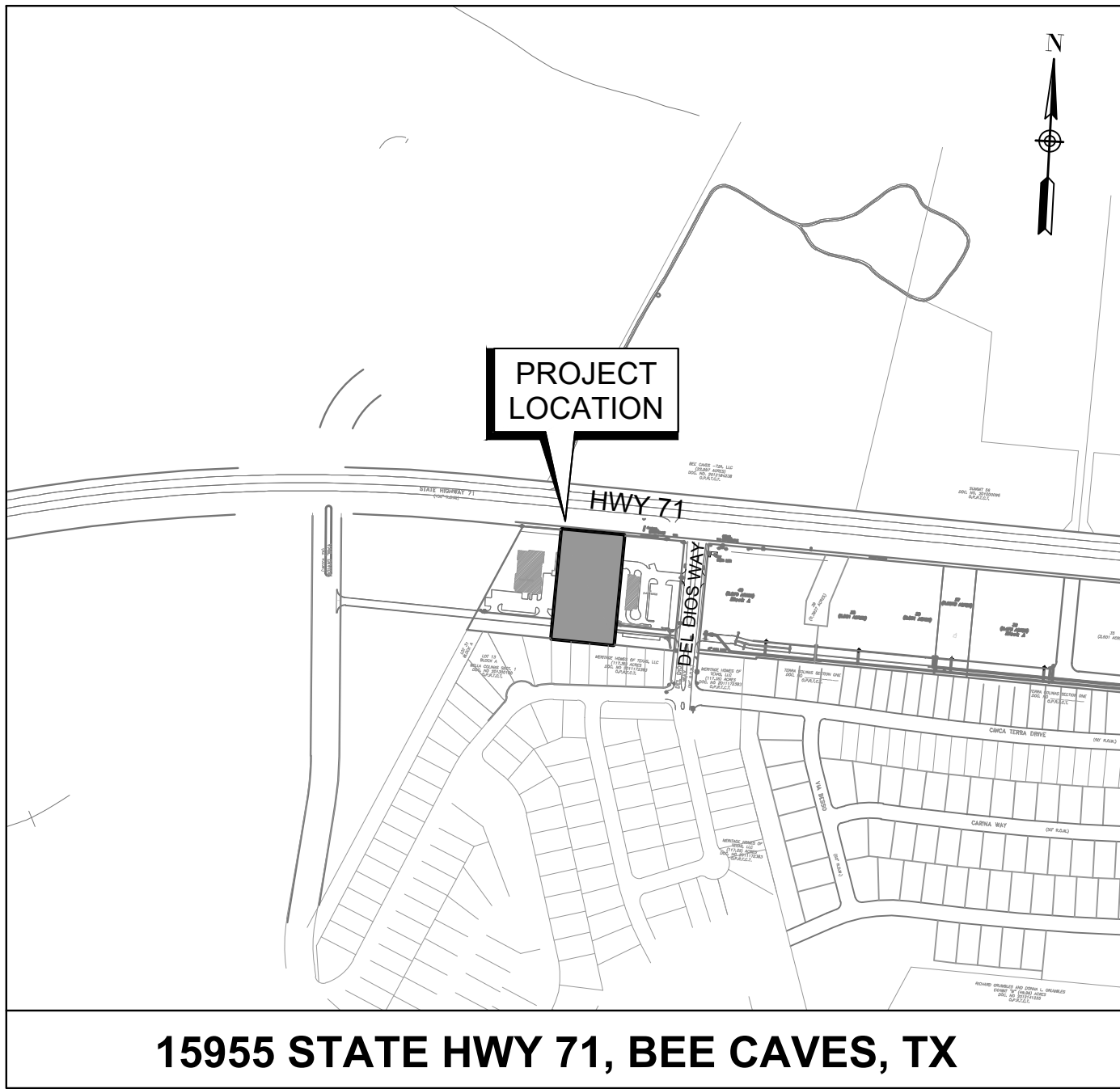
By:   
James W. Meredith, Manager

CONSOLIDATED ADMINISTRATIVE SITE DEVELOPMENT PERMIT

FAMILY DENTAL CENTER

15955 STATE HWY 71, BEE CAVES, TX

PERMIT No.: SUBMITTAL DATE:



LOCATION MAP SCALE: N.T.S.

OWNER: 22.52 BELLA COLINAS JV 3200 SOUTHWEST FREEWAY STE 3000 HOUSTON, TX 77027 CONTACT PERSON: DAVID ORR PHONE: (210) 298-2679 EMAIL: DAVID@ROCKSPRING.COM

ENGINEER: LJA ENGINEERING INC. FRN # F-1386 2700 LA FRONTERA BLVD., SUITE 150 CONTACT PERSON: JUSTIN MADDING, P.E., PMP PHONE: (512) 507-1732 EMAIL: JMADDING@LJA.COM

ARCHITECT: POLKINGHORN GROUP ARCHITECTS 925 SOUTH CAPITAL OF TEXAS HWY AUSTIN, TEXAS 78746 CONTACT PERSON: MATTHEW RASOR PHONE: (512) 327-4404

LANDSCAPE ARCHITECT: ECOLAND DESIGN GROUP 11183 CIRCLE DR. AUSTIN, TEXAS 78736 CONTACT PERSON: BRADLEY JONES PHONE: (512)

MEP: POLKINGHORN GROUP ARCHITECTS 925 SOUTH CAPITAL OF TEXAS HWY AUSTIN, TEXAS 78746 CONTACT PERSON: MATTHEW RASOR PHONE: (512) 327-4404

WATERSHED STATUS

THIS SITE IS LOCATED WITHIN THE HARRIS BRANCH WATERSHED

FLOODPLAIN INFORMATION

THE TRACT SHOWN IS ENCUMBERED BY ZONE X ACCORDING TO FIRM PANEL 48453C0290J, DATED 08/18/2014.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR, OR ENGINEER.

LEGAL DESCRIPTION ABS 160 SUR 50 CASTRO M ACR 3.553

BENCHMARK

BM #1 - 3/4" IRON ROD WITH CAP MARKED LANDESIGN SET NEAR THE SOUTH ROW LINE OF SH 71, 53.8 FEET SOUTH OF THE EDGE OF PAVEMENT. 137.8 FEET EAST OF A GRAVEL DRIVE, AND 0.57 MILES WEST OF LCRA MONUMENT NO. A355. ELEV=1112.74

BM#2 - LCRA MONUMENT A355 LOCATED 9 FEET SOUTH OF A FENCE, 35 FEET NORTH OF THE EDGE OF PAVEMENT OF WEST BOUND SH 71, 21 FEET EAST OF A PRIVATE DRIVE WITH MONITORED GATE. ELEV=1006.99

LJA Engineering, Inc.

2700 La Frontera Blvd Suite 150 Round Rock, TX 78681

Phone 512.439.4700 Fax 512.439.4716 FRN - F-1386

SITE PLAN RELEASE

FILE NUMBER: EXPIRATION DATE: CASE MANAGER: APPLICATION DATE: APPROVED ADMINISTRATIVELY ON: APPROVED BY PLANNING COMMISSION ON: APPROVED BY CITY COUNCIL ON: under Section of Chapter of the Austin City Code.

Director for Development Services Department DATE OF RELEASE: Zoning: Rev. No. 1 Correction No.1 Rev. No. 2 Correction No.2 Rev. No. 3

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

FAMILY DENTAL CENTER SITE PLAN

APPROVED BY:

REFERENCE TRAVIS COUNTY NOTE TRAVIS COUNTY DATE CITY OF BEE CAVE DATE TRAVIS COUNTY MUD #18 DATE TRAVIS COUNTY ESD NO.6 DATE DEVELOPMENT PERMIT NUMBER

NOTES

- RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.
- BY THE ACT OF SUBMITTING A BID FOR THE PROPOSED CONTRACT, THE BIDDER WARRANTS THAT THE BIDDER, AND ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS HE INTENDS TO USE HAVE CAREFULLY AND THOROUGHLY REVIEWED THE DRAWINGS AND SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS AND HAVE FOUND THEM COMPLETE AND FREE FROM ANY AMBIGUITIES SUFFICIENT FOR THE PURPOSE INTENDED, THE BIDDER FURTHER WARRANTS THAT TO THE BEST OF HIS OR HER SUBCONTRACTORS AND MATERIAL SUPPLIERS KNOWLEDGE ALL MATERIALS AND PRODUCTS SPECIFIED OR INDICATED HEREIN ARE ACCEPTABLE FOR ALL APPLICABLE CODES AND AUTHORITIES. CITY OF AUSTIN & CITY OF BEE CAVE SPECIFICATIONS SHOULD BE FOLLOWED FOR ALL IMPROVEMENTS SHOWN HEREIN.
- THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS HAS BEEN BASED UPON RECORD INFORMATION ONLY AND MAY NOT MATCH LOCATIONS AS CONSTRUCTED. THE CONTRACTOR SHALL CONTACT THE AUSTIN AREA "ONE CALL" SYSTEM @ 811, OR THE OWNER OF EACH INDIVIDUAL UTILITY, FOR ASSISTANCE IN DETERMINING EXISTING UTILITY LOCATIONS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY LOCATION OF UTILITY CROSSING PRIOR TO BEGINNING CONSTRUCTION.
- ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. (OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 EAST 6TH STREET, AUSTIN, TEXAS).
- CONTRACTOR SHALL RESTORE ALL SIGNS AND PAVEMENT MARKINGS TO EXISTING CONDITIONS FOLLOWING THE COMPLETION OF CONSTRUCTION. CONTRACTORS SHALL REFER TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) FOR SIGN AND MARKING DIMENSIONS AND COLORS.
- ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY OF BEE CAVE SPECIFICATIONS.
- DETENTION FOR LOT 2, BLOCK AA WILL BE PROVIDED BY SITE.
- BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICA DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GRID UNITS.
- FLOODPLAIN INFORMATION: THIS PROPERTY IS LOCATED WITHIN ZONE 'X'. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE F.I.R.M. PANEL NO. 48453C0405J. TRAVIS COUNTY, TEXAS DATED (JANUARY 22, 2020.)
- TITLE COMMITMENT PROVIDED BY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. FAH21022248, EFFECTIVE DATE SEPTEMBER 25, 2022, ISSUED DATE OCTOBER 04, 2022.
- THIS PROPERTY IS SUBJECT TO THE IMPERVIOUS COVER AND RESTRICTIONS AS RECORDED IN DOCUMENT NO.2016031163 OF THE OPRTC.
- CONSTRUCTION HOURS ARE FROM 7:00 AM - 7:00 PM.
- ALL WATER AND WASTEWATER LINES INTERNAL TO THE SITE ARE PRIVATE AND WILL BE MAINTAINED BY THE PROPERTY OWNER. THE DISTRICT'S LINES END AT THE WATER METER FOR WATER AND THE SEWER CLEANOUTS ADJACENT TO THE JOINT ACCESS DRIVE FOR WASTEWATER.
- ALL STORM LINES, WATER QUALITY AND DRAINAGE FACILITIES ARE PRIVATE AND SHALL BE MAINTAINED BY THE PROPERTY OWNER.
- CONTACT THE DISTRICT'S OPERATOR, CROSSROAD UTILITY, LISA TORRES (512-246-5902) PRIOR TO ANY TIE-INS TO DISTRICT FACILITIES.
- TRAVIS COUNTY MUD #18 DOES NOT REVIEW INTERIOR FINISH OUT PLANS. THE DISTRICT UTILIZES A THIRD PARTY INSPECTION FIR, ROADRUNNER INSPECTION SERVICES, TO REVIEW AND INSPECT THE PLUMBING COMPONENTS OF THE SITE DEVELOPMENT PROJECTS AND INTERIOR FINISH OUT PROJECT LOCATED WITHIN A PROPOSED BUILDING. THE OWNER/CONTRACTOR SHALL COORDINATE WITH ROADRUNNER INSPECTION SERVICES (MICKY SHIPMAN, 512-554-7803) AND THE DISTRICT'S OPERATOR, LISA TORRES WITH CROSSROAD UTILITIES, FOR ANY ASSISTANCE NEEDED TO OBTAIN APPROVAL'S FOR THIS PROJECT AND ANY FEES REQUIRED FOR INSPECTION OF PLUMBING FACILITIES IN ACCORDANCE WITH THE DISTRICT'S RATE ORDER.
- THE PROPERTY IS SUBJECT TO IMPERVIOUS COVER AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2016031163 OF THE OPRTC.
- THE ENGINEER WILL MAKE PERIODIC INSPECTIONS AND REPORTS OF THE SITE STATUS AND CONDITIONS DURING CONSTRUCTION TO ENSURE COMPLIANCE WITH THE PLANS AND TO ADDRESS ANY NECESSARY STRUCTURAL COMPLIANCE ITEMS.
- ALL STRUCTURAL FIELD CHANGES REQUIRE A PLAN REVISION APPROVAL IN WRITING BEFORE COMMENCEMENT OF THE WORK.
- THE ENGINEER WHO PREPARED THESE PLANS IS RESPONSIBLE FOR THEIR ADEQUACY OF THE WORK OF THE PLANS, TRAVIS COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

PRE-CONSTRUCTION NOTES

- PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING ENSURE THAT ALL REQUIRED NOTICES AND PERMITS ARE POSTED AND THE CERTIFIED INSPECTOR FOR YOUR SITE HAS UPLOADED A SWPPP INSPECTION REPORT TO YOUR ACCOUNT THAT CONFIRMS THAT THE FIRST PHASE OF TEMPORARY ESC HAVE BEEN INSTALLED PER PLANS AND SPECIFICATIONS.

FAILURE TO FOLLOW THE PRE-CONSTRUCTION MEETING REQUIREMENTS MAY RESULT IN WORK STOPPAGE AND ADDITIONAL PERMIT FEE.

SPECIAL PRE-CON NOTES:

- PROVIDE 48 HR. MINIMUM NOTICE TO SCHEDULE THE PRE-CON MEETING.
- PROVIDE A 1/2 SIZE SET OF PLANS FOR THE INSPECTOR AT THE PRE-CON.
- PROVIDE AN ANTICIPATED CONSTRUCTION SCHEDULE AT THE PRE-CON.
- BRING YOUR SWPPP FOR COMPLETENESS CHECK AT THE PRE-CON.

ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE PLANS APPROVED BY TRAVIS COUNTY. SCHEDULE YOUR PROJECTS PER-CONSTRUCTION MEETING THROUGH THE MYPERMIT.ORG ACCOUNT AFTER THE INITIAL 3RD PARTY SWPPP INSPECTION REPORT HAS BEEN UPLOADED AND ALL PERMITS AND NOTICES HAVE BEEN POSTED, THEN FOLLOW UP WITH EMAILS TO THE ENVIRONMENTAL INSPECTOR AT ENV-INSPECTION@TRAVISCOUNTYTX.GOV



CITY OF BEE CAVES - GENERAL CONSTRUCTION NOTES

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.
2. THE CONTRACTOR SHALL CONTACT THE TEXAS EXCAVATION SYSTEM AT 1-800-344-8377 FOR EXISTING UTILITY LOCATIONS 48 HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES THAT ARE TO BE EXTENDED, TIED TO, CROSSED, OR ALTERED; OR SUBJECT TO DAMAGE/INCONVENIENCE BY THE CONSTRUCTION OPERATIONS.
3. CONTACT THE AUTHORITY HAVING JURISDICTION (WTCPUA/WCID17) FOR EXISTING WATER AND WASTEWATER LOCATIONS 48 HOURS PRIOR TO CONSTRUCTION.
4. ANY CHANGES OR REVISIONS TO THESE PLANS MUST FIRST BE SUBMITTED TO THE CITY BY THE DESIGN ENGINEER FOR REVIEW AND WRITTEN APPROVAL PRIOR TO CONSTRUCTION OF THE REVISION. THE CITY ENGINEER MAY ALLOW FIELD ADJUSTMENTS WITHOUT FORMAL APPROVAL OF A CORRECTION, ON A CASE BY CASE BASIS, WITH THOSE CHANGES TO BE REFLECTED ON THE RECORD DRAWINGS.
5. A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES. TRAFFIC CONTROL PLANS SHALL BE SITE SPECIFIC AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. LANE CLOSURES ON ARTERIALS AND ANY FULL ROAD CLOSURES REQUIRE MESSAGE BOARDS NOTIFYING THE PUBLIC ONE WEEK PRIOR TO THE CLOSURE.
6. NO WORK IS TO BE PERFORMED BETWEEN THE HOURS OF 7:00 P.M. AND 7:00 A.M PER THE CITY'S NOISE ORDINANCE. REQUESTS FOR EXCEPTIONS TO THE NOISE ORDINANCE MUST BE MADE IN WRITING TO THE CITY MANAGER.
7. CONTACT THE CITY ENGINEERING STAFF (512-767-6675) AT LEAST 4 DAYS PRIOR TO WORK TO SCHEDULE ANY INSPECTIONS ON WEEKENDS OR CITY HOLIDAYS.
8. NO STREET LIGHTS OR SIGNS OF ANY KIND ARE TO BE PLACED WITHIN ANY SIDEWALKS.
9. NO BLASTING IS ALLOWED.
10. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.
11. THE CONTRACTOR SHALL GIVE THE CITY OF BEE CAVE 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION. CONTACT THE PLANNING & DEVELOPMENT DEPARTMENT AT 512-767-6675.
12. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD WITH THE CONTRACTOR, DESIGN ENGINEER/PERMIT APPLICANT AND THE CITY OF BEE CAVE REPRESENTATIVES PRIOR TO INSTALLATION OF EROSION/SEDIMENTATION CONTROLS AND TREE PROTECTION MEASURES AND PRIOR TO BEGINNING ANY WORK. THE CONTRACTOR SHALL NOTIFY THE CITY OF BEE CAVE ENGINEERING STAFF AT LEAST THREE (3) DAYS PRIOR TO THE MEETING DATE. FOR PROJECT IN THE ETJ, THE PRE-CONSTRUCTION MEETING MUST BE SCHEDULED THROUGH TRAVIS COUNTY AND COORDINATED WITH THE CITY TO CONDUCT A SIMULTANEOUS CITY/COUNTY PRE-CONSTRUCTION MEETING. THE APPLICANT IS RESPONSIBLE FOR COORDINATING/SCHEDULING ATTENDANCE OF REPRESENTATIVES FROM THE UTILITY AND FIRE AUTHORITY HAVING JURISDICTION.
13. THE CONTRACTOR AND ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH THE CITY OF BEE CAVE
14. ACCURATE "RECORD DRAWINGS" FOLLOWING THE COMPLETION OF ALL CONSTRUCTION. THESE "RECORD DRAWINGS" SHALL MEET THE SATISFACTION OF THE ENGINEERING DEPARTMENTS PRIOR TO FINAL ACCEPTANCE
15. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT EASEMENTS AND PROVIDE REVEGETATION IN ACCORDANCE WITH CITY STANDARDS. CLEANUP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
16. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
17. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
18. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 1033 LA POSADA DR. SUITE 375, AUSTIN, TEXAS 78752- 3832.
19. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT WHERE NOT SPECIFICALLY COVERED IN THE PROJECT SPECIFICATIONS SHALL CONFORM TO ALL CITY OF AUSTIN DETAILS AND STANDARD SPECIFICATIONS IN ACCORDANCE WITH THE CITY OF BEE CAVE ENGINEERING TECHNICAL MANUAL.
20. PROJECT SPECIFICATIONS TAKE PRECEDENCE OVER PLANS AND SPECIAL CONDITIONS GOVERN OVER TECHNICAL SPECIFICATIONS.
21. HOT MIX ASPHALTIC CONCRETE PAVEMENT SHALL BE MINIMUM THICKNESS OF 2 INCHES WITH NO RECYCLED ASPHALT SHINGLES CONTENT.
22. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY RISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL PERMITS, TESTS, APPROVALS AND ACCEPTANCES REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION BETWEEN HIMSELF AND OTHER CONTRACTORS AND UTILITIES IN THE VICINITY OF THE PROJECT. THIS INCLUDES GAS, WATER, WASTEWATER, ELECTRICAL, TELEPHONE, CABLE TV AND STREET DRAINAGE WORK. ONCE THE CONTRACTOR BECOMES AWARE OF A POSSIBLE CONFLICT, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER WITHIN TWENTY-FOUR (1. HOURS.

25. THE CONTRACTOR MUST OBTAIN A CONSTRUCTION WATER METER FOR ALL WATER USED DURING CONSTRUCTION. A COPY OF THIS PERMIT MUST BE CARRIED AT ALL TIMES BY ALL WHO USE WATER.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER. ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
27. THE CITY OF BEE CAVE SHALL NOT BE PETITIONED FOR ACCEPTANCE UNTIL ALL NECESSARY EASEMENT DOCUMENTS HAVE BEEN SIGNED AND RECORDED.
28. AN ENGINEER'S CONCURRENCE LETTER AND RECORD DRAWINGS SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO CONDUCTING THE FINAL CITY INSPECTION. THE ENGINEER AND CONTRACTOR SHALL VERIFY THAT ALL FINAL REVISIONS AND CHANGES HAVE BEEN MADE TO THE DIGITAL COPY PRIOR TO CITY SUBMITTAL. RECORD CONSTRUCTION DRAWINGS, INCLUDING ROADWAY AND ALL UTILITIES SHALL BE PROVIDED TO THE CITY IN DIGITAL FORMAT AS AUTOCAD \*.DWG\* FILES, MICROSTATION \*.DGN\* FILES OR ESRI \*.SHP\* FILES. LINE WEIGHTS, LINE TYPES AND TEXT SIZE SHALL BE SUCH THAT IF HALF-SIZE PRINTS (11"x17") WERE PRODUCED, THE PLANS WOULD STILL BE LEGIBLE. ALL REQUIRED DIGITAL FILES SHALL CONTAIN A MINIMUM OF TWO CONTROL POINTS REFERENCED TO THE STATE PLANE GRID COORDINATE SYSTEM - TEXAS CENTRAL ZONE (4203), IN US SURVEY FEET AND SHALL INCLUDE ROTATION INFORMATION AND SCALE FACTOR REQUIRED TO REDUCE SURFACE COORDINATES TO GRID COORDINATES IN US SURVEY FEET.

STREET AND DRAINAGE NOTES

1. ALL SIDEWALKS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY OF BEE CAVE HAS NOT REVIEWED THESE PLANS FOR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, OR ANY OTHER ACCESSIBILITY LEGISLATION, AND DOES NOT WARRANTY OR APPROVE THESE PLANS FOR ANY ACCESSIBILITY STANDARDS.
2. PRIOR TO ACCEPTANCE THE ENGINEER SHALL SUBMIT DOCUMENTATION THAT THE IMPROVEMENTS WERE INSPECTED BY TDLR OR A REGISTERED ACCESSIBLTY SPECIALIST (RAS) AND ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE TABA.
3. CONTRACTOR SHALL PROVIDE QUALITY TESTING FOR ALL INFRASTRUCTURES TO BE ACCEPTED AND MAINTAINED BY THE CITY OF BEE CAVE AFTER COMPLETION. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT 512-7697-6675 NO LESS THAN 48 HOURS PRIOR TO ANY TESTING.
4. BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95% MAXIMUM DENSITY TO WITHIN 6" OF TOP OF CURB. MATERIAL USED SHALL BE PRIMARILY GRANULAR
5. WITH NO ROCKS LARGER THAN 6" IN THE GREATEST DIMENSION, THE REMAINING 6" SHALL BE CLEAN TOPSOIL FREE FROM ALL CLODS AND SUITABLE FOR SUSTAINING PLANT LIFE
6. A MINIMUM OF 6" OF TOPSOIL SHALL BE PLACED BETWEEN THE CURB AND RIGHT-OF-WAY AND IN ALL DRAINAGE CHANNELS EXCEPT CHANNELS CUT IN STABLE ROCK.
7. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT, INCLUDING GAS, ELECTRIC TELEPHONE, CABLE TV, ETC., SHALL BE A MINIMUM OF 36" BELOW SUBGRADE.
8. STREET RIGHT-OF-WAY SHALL BE GRADED AT A SLOPE OF ¼" PER FOOT TOWARD THE CURB UNLESS OTHERWISE INDICATED. HOWEVER, IN NO CASE SHALL THE WIDTH OF RIGHT-OF- WAY AT ¼" PER FOOT SLOPE BE LESS THAN 10 FEET UNLESS A SPECIFIC REQUEST FOR AN ALTERNATE GRADING SCHEME IS MADE TO AND ACCEPTED BY THE CITY OF BEE CAVE ENGINEERING STAFF.
9. BARRICADES BUILT TO THE CITY OF BEE CAVE STANDARDS SHALL BE ERECTED ON ALL DEAD-END STREETS AND AS NECESSARY DURING CONSTRUCTION TO MAINTAIN JOB AND PUBLIC SAFETY.
10. ALL REINFORCED CONCRETE PIPE SHALL BE MINIMUM CLASS III OF TONGUE AND GROOVE OR O-RING JOINT DESIGN.
11. THE CONTRACTOR IS TO NOTIFY THE ENGINEERING STAFF 48 HOURS PRIOR TO THE FOLLOWING TESTING: PROOF ROLLING SUB-GRADE AND EVERY LIFT OF ROADWAY EMBANKMENT, IN-PLACE DENSITY TESTING OF EVERY BASE COURSE, AND ASPHALT CORES. ALL OF THIS TESTING MUST BE WITNESSED BY A CITY OF BEE CAVE REPRESENTATIVE UNLESS OTHERWISE INSTRUCTED BY THE CITY ENGINEER.
12. THE CONTRACTOR MUST PROVIDE A PNEUMATIC TRUCK PER TXDOT SPEC FOR PROOF ROLLING.
13. ALL STRIPING, WITH THE EXCEPTION OF STOP BARS, CROSS WALKS, WORDS AND ARROWS, IS TO BE TYPE II (WATER BASED). STOP BARS, CROSS WALKS, WORDS AND ARROWS REQUIRE TYPE I THERMOPLASTIC.
14. MANHOLE FRAMES, COVERS, VALVES, CLEAN-OUTS, ETC. SHALL BE RAISED TO GRADE PRIOR TO FINAL PAVEMENT CONSTRUCTION.
15. CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO THE INSTALLATION OF ANY DRAINAGE FACILITY WITHIN A DRAINAGE EASEMENT OR STREET ROW.
16. A STOP BAR SHALL BE PLACED AT ALL STOP SIGN LOCATIONS.
17. A MINIMUM OF SEVEN DAYS OF CURE TIME IS REQUIRED FOR HMAC PRIOR TO THE INTRODUCTION OF PUBLIC VEHICULAR TRAFFIC TO ANY STREETS.
18. THE GEOTECHNICAL ENGINEER SHALL INSPECT THE SUBGRADE FOR COMPLIANCE WITH THE DESIGN ASSUMPTIONS MADE DURING PREPARATION OF THE SOILS REPORT. ANY ADJUSTMENTS THAT ARE REQUIRED SHALL BE MADE THROUGH REVISIONS OF THE CONSTRUCTION PLANS.
19. GEOTECHNICAL INVESTIGATION INFORMATION AND PAVEMENT RECOMMENDATIONS WERE PROVIDED BY . PAVEMENT RECOMMENDATIONS ARE AS FOLLOWS:\_\_\_\_\_

TRENCH SAFETY NOTES

1. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR THIS PROJECT ARE DESCRIBED IN ITEM 509S "TRENCH SAFETY SYSTEMS" OF THE CITY OF AUSTIN STANDARD SPECIFICATIONS AND SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U.S. OCCUPATION SAFETY AND HEALTH ADMINISTRATION REGULATIONS.

GRADING NOTES

1. POSITIVE DRAINAGE SHALL BE MAINTAINED ON ALL SURFACE AREAS WITHIN THE SCOPE OF THIS PROJECT. CONTRACTOR SHOULD TAKE PRECAUTIONS NOT TO ALLOW ANY PONDING OF WATER.
2. THE CONTRACTOR SHALL CONSTRUCT EARTHEN EMBANKMENTS WITH SLOPES NO STEEPER THAN 3:1 AND COMPACT SOIL TO 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD SPECIFICATIONS.
3. AREAS OF SOIL DISTURBANCE ARE LIMITED TO GRADING AND IMPROVEMENTS SHOWN. ALL OTHER AREAS WILL NOT BE DISTURBED.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
WATER DISTRIBUTION SYSTEM  
GENERAL CONSTRUCTION NOTES

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D. When conflicts are noted with local standards, the more stringent requirement shall be applied. Construction for public water systems must always, at a minimum, meet TCEQ's "Rules and Regulations for Public Water Systems.
2. An appointed engineer shall notify in writing the local TCEQ's Regional Office when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner shall notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in 30 TAC §290.39(h)(3).
3. All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61-G and must be certified by an organization accredited by ANSI, as required by 30 TAC §290.44(a)(1).
4. Plastic pipe for use in public water systems must bear the National Sanitation Foundation Seal of Approval (NSF pw-G) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less, as required by 30 TAC §290.44(a)(2).
5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply, as required by 30 TAC §290.44(a)(3).
6. Water transmission and distribution lines shall be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface, as required by 30 TAC §290.44(a)(4).
7. Pursuant to 30 TAC §290.44(a)(5), the hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe. Include the formulas in the notes on the plans.
- o The hydrostatic leakage rate for polyvinyl chloride (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-605 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use;

$$Q = \frac{LD\sqrt{P}}{148,000}$$

Where:

- Q = the quantity of makeup in gallons per hour,
- L = the length of the pipe section being tested, in feet,
- D = the nominal diameter of the pipe in inches, and
- P = the average test pressure during the hydrostatic test in pounds per square inch (psi).

January 10, 2014

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Revised: January 10, 2014

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15. Pursuant to 30 TAC §290.44(e)(5), the separation distance from a potable waterline to a wastewater main or lateral manhole or cleanout shall be a minimum of nine feet. Where the nine-foot separation distance cannot be achieved, the potable waterline shall be encased in a joint of at least 150 psi pressure class pipe at least 18 feet long and two nominal sizes larger than the new conveyance. The space around the carrier pipe shall be supported at five-foot intervals with spacers or be filled to the springline with washed sand. The encasement pipe shall be centered on the crossing and both ends sealed with cement grout or manufactured sealant.
16. Pursuant to 30 TAC §290.44(e)(6), fire hydrants shall not be installed within nine feet vertically or horizontally of any wastewater line, wastewater lateral, or wastewater service line regardless of construction.
17. Pursuant to 30 TAC §290.44(e)(7), suction mains to pumping equipment shall not cross wastewater mains, wastewater laterals, or wastewater service lines. Raw water supply lines shall not be installed within five feet of any tile or concrete wastewater main, wastewater lateral, or wastewater service line.
18. Pursuant to 30 TAC §290.44(e)(8), waterlines shall not be installed closer than ten feet to septic tank drainfields.
19. Pursuant to 30 TAC §290.44(f)(1), the contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation.
20. Pursuant to 30 TAC §290.44(f)(2), when waterlines are laid under any flowing or intermittent stream or semi-permanent body of water the water main shall be installed in a separate watertight pipe encasement. Valves must be provided on each side of the crossing with facilities to allow the underwater portion of the system to be isolated and tested.
21. The contractor shall disinfect the new water mains in accordance with AWWA Standard C-651 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed water line will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer, in accordance with 30 TAC §290.44(f)(3).

Revised: January 10, 2014

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BENCHMARK NOTES

1. BM #1 - ½" IRON ROD WITH CAP MARKED LANDESIGN SET NEAR THE SOUTH ROW LINE OF SH 71, 53.8 FEET SOUTH OF THE EDGE OF PAVEMENT, 137.8 FEET EAST OF A GRAVEL DRIVE, AND 0.57 MILES WEST OF LCRA MONUMENT NO. A355. ELEV=1112.74
2. BM#2 - LCRA MONUMENT A355 LOCATED 9 FEET SOUTH OF A FENCE, 35 FEET NORTH OF THE EDGE OF PAVEMENT OF WEST BOUND SH 71, 21 FEET EAST OF A PRIVATE DRIVE WITH MONITORED GATE. ELEV=1006.99

FAMILY DENTAL CENTER  
SITE PLAN

NO.	REVISIONS DESCRIPTION	BY	DATE

DATE: 11/7/2022	DESIGNED BY: _____
DRAWN BY: _____	CHECKED BY: _____
LICENS. NO. 122139	DRAWING NAME: A026-1001-GN-1.dwg



11/7/2022

**LJA Engineering, Inc.**  
2700 La Frontera Blvd  
Suite 150  
Round Rock, TX 78681  
Phone 512.439.4700  
Fax 512.439.4716  
FRN - F-1386

JOB NUMBER:  
A629-1001

GN 1

SHEET NO.

OF 27 SHEETS

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.





GENERAL CONSTRUCTION NOTES

1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF AUSTIN MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
2. CONTRACTOR SHALL CALL THE ONE CALL CENTER (1-800-344-8377) FOR UTILITY LOCATIONS PRIOR TO ANY WORK IN CITY EASEMENTS OR STREET R.O.W.
3. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION INSPECTION DIVISION OF THE CITY'S ONE STOP SHOP (OSS) AT 974-6360 OR 974-7034 AT LEAST 24 HOURS PRIOR TO THE INSTALLATION OF ANY DRAINAGE FACILITY WITHIN A DRAINAGE EASEMENT OR STREET R.O.W. THE METHOD OF PLACEMENT AND COMPACTION OF BACKFILL IN THE CITY'S R.O.W. MUST BE APPROVED PRIOR TO THE START OF BACKFILL OPERATIONS.
4. FOR SLOPES OR TRENCHES GREATER THAN FIVE FEET IN DEPTH, A NOTE MUST BE ADDED STATING: "ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION." (OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 EAST 6TH STREET, AUSTIN TEXAS.)
5. ALL SITE WORK MUST ALSO COMPLY WITH ENVIRONMENTAL REQUIREMENTS.
6. UPON COMPLETION OF THE PROPOSED SITE IMPROVEMENTS AND PRIOR TO THE FOLLOWING, THE ENGINEER SHALL CERTIFY IN WRITING THAT THE PROPOSED DRAINAGE, FILTRATION AND DETENTION FACILITIES WERE CONSTRUCTED IN CONFORMANCE WITH THE APPROVED PLANS:
  - RELEASE OF THE CERTIFICATE OF OCCUPANCY BY THE DEVELOPMENT SERVICES DEPARTMENT (INSIDE THE CITY LIMITS); OR
  - INSTALLATION OF AN ELECTRIC OR WATER METER (IN THE FIVE-MILE ETJ),

CITY OF AUSTIN ELECTRIC UTILITY NOTES

1. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY, AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
2. THE OWNER/DEVELOPER OF THE SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING(S) AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
3. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION, AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
4. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
5. ALL GRAVITY LINES TO BE BUILT FROM DOWNSTREAM TO UPSTREAM. CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS VERTICALLY AND HORIZONTALLY PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.

ORDINANCE REQUIREMENTS

1. ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE RELEASED SITE PLAN. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE A SITE PLAN AMENDMENT AND APPROVAL FROM THE DEVELOPMENT SERVICES DEPARTMENT.
2. APPROVAL OF THIS SITE PLAN DOES NOT INCLUDE BUILDING CODE APPROVAL; FIRE CODE APPROVAL OR BUILDING DEMOLITION OR RELOCATION PERMITS APPROVAL. A CITY DEMOLITION OR RELOCATION PERMIT CAN ONLY BE ISSUED ONCE THE HISTORIC REVIEW PROCESS IS COMPLETED.
3. ALL SIGNS MUST COMPLY WITH THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS OF RELOCATION OF, OR DAMAGE TO, UTILITIES.
5. ADDITIONAL ELECTRIC EASEMENTS MAY BE REQUIRED AT A LATER DATE.
6. A DEVELOPMENT PERMIT MUST BE ISSUED PRIOR TO AN APPLICATION FOR BUILDING PERMIT FOR NON-CONSOLIDATED OR PLANNING COMMISSION APPROVED SITE PLANS.
7. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF AUSTIN.
8. FOR CONSTRUCTION WITHIN THE RIGHT-OF-WAY, A ROW EXCAVATION PERMIT IS REQUIRED.

COMPATIBILITY

1. HIGHLY REFLECTIVE MATERIALS WILL NOT BE USED. MATERIALS MAY NOT EXCEED 20% REFLECTIVITY. THIS REQUIREMENT SHALL NOT APPLY TO SOLAR PANELS OR TO COPPER OR PAINTED METAL ROOFS.
2. THE NOISE LEVEL OF MECHANICAL EQUIPMENT WILL NOT EXCEED 70 D.B.A. AT THE PROPERTY LINE ADJACENT TO RESIDENTIAL USES.
3. ALL EXTERIOR LIGHTING SHALL BE HOODED OR SHIELDED FROM THE VIEW OF ADJACENT RESIDENTIAL USES.
4. ALL EXTERIOR LIGHTING SHALL BE HOODED OR SHIELDED FROM THE VIEW OF ADJACENT RESIDENTIAL PROPERTY.
5. EXTERIOR LIGHTING ABOVE THE SECOND FLOOR IS PROHIBITED WHEN ADJACENT TO RESIDENTIAL PROPERTY.
6. ALL DUMPSTERS AND ANY PERMANENTLY PLACED REFUSE RECEPTACLES WILL BE LOCATED AT A MINIMUM OF TWENTY (20) FEET FROM A PROPERTY USED OR ZONED AS SF-5 OR MORE RESTRICTIVE.

FIRE DEPARTMENT  
CONSTRUCTION DOCUMENTS RELATED TO SITE PLAN AND BUILDING PERMIT APPROVALS SHALL ADDRESS GENERAL EMERGENCY ACCESS PROVISIONS AND CONSTRUCTION SEQUENCING THAT AFFECTS FIRE OR LIFE SAFETY. ONE ASPECT OF MEETING THIS REQUIREMENT IS TO INCLUDE IN THE SITE PLAN SUBMITTAL GENERAL CONSTRUCTION NOTES WHICH SHOULD INCLUDE, BUT NEED NOT BE LIMITED TO THE FOLLOWING:

1. THE AUSTIN FIRE DEPARTMENT REQUIRES FINAL ASPHALT OR CONCRETE PAVEMENT ON REQUIRED ACCESS ROADS PRIOR TO THE START OF COMBUSTIBLE CONSTRUCTION. ANY OTHER METHOD OF PROVIDING "ALL-WEATHER DRIVING CAPABILITIES" SHALL BE REQUIRED TO BE DOCUMENTED AND APPROVED AS AN ALTERNATE METHOD OF CONSTRUCTION IN ACCORDANCE WITH THE APPLICABLE RULES FOR TEMPORARY ROADS OUTLINED IN THE CITY OF AUSTIN FIRE PROTECTION CRITERIA MANUAL.
2. FIRE HYDRANTS SHALL BE INSTALLED WITH THE CENTER OF THE FOUR (4) INCH OPENING (STEAMER) LOCATED AT LEAST 18 INCHES ABOVE FINISHED GRADE. THE STEAMER OPENING OF FIRE HYDRANTS SHALL FACE THE APPROVED FIRE ACCESS DRIVEWAY OR PUBLIC STREET AND SET

BACK FROM THE CURB LINE(S) AN APPROVED DISTANCE, TYPICALLY THREE (3) TO SIX (6) FEET. THE AREA WITHIN THREE (3) FEET IN ALL DIRECTIONS FROM ANY FIRE HYDRANT SHALL BE FREE OF OBSTRUCTIONS, AND THE AREA BETWEEN THE STEAMER OPENING AND THE STREET OR DRIVEWAY GIVING EMERGENCY VEHICLE ACCESS SHALL BE FREE OF OBSTRUCTIONS.

3. TIMING OF INSTALLATIONS: WHEN FIRE PROTECTION FACILITIES ARE INSTALLED BY THE CONTRACTOR, SUCH FACILITIES SHALL INCLUDE SURFACE ACCESS ROADS. EMERGENCY ACCESS ROADS OR DRIVES SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING THE TIME OF CONSTRUCTION. WHEN THE FIRE DEPARTMENT APPROVES AN ALTERNATE METHOD OF PROTECTION, THIS REQUIREMENT MAY BE MODIFIED AS DOCUMENTED IN THE APPROVAL OF THE ALTERNATE METHOD.
4. ALL EMERGENCY ACCESS ROADWAYS AND FIRE LANES, INCLUDING PERVIOUS/DECORATIVE PAVING, SHALL BE ENGINEERED AND INSTALLED AS REQUIRED TO SUPPORT THE AXLE LOADS OF EMERGENCY VEHICLES. A LOAD CAPACITY SUFFICIENT TO MEET THE REQUIREMENTS FOR HS-20 LOADING (16 KIPS/WHEEL) AND A TOTAL VEHICLE LIVE LOAD OF 80,000 POUNDS IS CONSIDERED COMPLIANT WITH THIS REQUIREMENT.
5. FIRE LANES DESIGNATED ON SITE PLANS SHALL BE REGISTERED WITH THE CITY OF AUSTIN FIRE DEPARTMENT AND INSPECTED FOR FINAL APPROVAL.
6. THE MINIMUM VERTICAL CLEARANCE REQUIRED FOR EMERGENCY VEHICLE ACCESS ROADS OR DRIVES IS 14 FEET FOR THE FULL WIDTH OF THE ROADWAY OR DRIVEWAY.

AMERICANS WITH DISABILITIES ACT

THE CITY OF AUSTIN HAS REVIEWED THIS PLAN FOR COMPLIANCE WITH CITY DEVELOPMENT REGULATIONS ONLY. THE APPLICANT, PROPERTY OWNER, AND OCCUPANT OF THE PREMISES ARE RESPONSIBLE FOR DETERMINING WHETHER THE PLAN COMPLIES WITH ALL OTHER LAWS, REGULATIONS, AND RESTRICTIONS WHICH MAY BE APPLICABLE TO THE PROPERTY AND ITS USE.

APPENDIX P-6: REMEDIAL TREE CARE NOTES:

AS A COMPONENT OF AN EFFECTIVE REMEDIAL TREE CARE PROGRAM PER ENVIRONMENTAL CRITERIA MANUAL SECTION 3.5.4, PRESERVED TREES WITHIN THE LIMITS OF CONSTRUCTION MAY REQUIRE SOIL AERATION AND SUPPLEMENTAL NUTRIENTS. SOIL AND/OR FOLIAR ANALYSIS SHOULD BE USED TO DETERMINE THE NEED FOR SUPPLEMENTAL NUTRIENTS. THE CITY ARBORIST MAY REQUIRE THESE ANALYSES AS PART OF A COMPREHENSIVE TREE CARE PLAN. SOIL PH SHALL BE CONSIDERED WHEN DETERMINING THE FERTILIZATION COMPOSITION AS SOIL PH INFLUENCES THE TREE'S ABILITY TO UPTAKE NUTRIENTS FROM THE SOIL. IF ANALYSES INDICATE THE NEED FOR SUPPLEMENTAL NUTRIENTS, THE ANALYSES WITH MYCORRHIZAS AND AN INCREASE IN SOIL BULK DENSITY TO AMELIORATE THE DEGRADED SOIL CONDITIONS, AERATION VIA WATER AND/OR AIR INJECTED INTO THE SOIL IS NEEDED OR BY OTHER METHODS AS APPROVED BY THE CITY ARBORIST. THE PROPOSED NUTRIENT MIX SPECIFICATIONS AND SOIL AND/OR FOLIAR ANALYSIS RESULTS NEED TO BE PROVIDED TO AND APPROVED BY THE CITY ARBORIST PRIOR TO APPLICATION (FAX # 512-974-3010). CONSTRUCTION WHICH WILL BE COMPLETED IN LESS THAN 90 DAYS MAY USE MATERIALS AT ½ RECOMMENDED RATES. ALTERNATIVE ORGANIC FERTILIZER MATERIALS ARE ACCEPTABLE WHEN APPROVED BY THE CITY ARBORIST. WITHIN 7 DAYS AFTER FERTILIZATION IS PERFORMED, THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF THE WORK PERFORMED TO THE CITY ARBORIST, PLANNING AND DEVELOPMENT REVIEW DEPARTMENT. P.O. BOX 1088, AUSTIN, TX 78767. THIS NOTE SHOULD BE REFERENCED AS ITEM #1 IN THE SEQUENCE OF CONSTRUCTION.

PRE-CONSTRUCTION TREATMENT SHOULD BE APPLIED IN THE APPROPRIATE SEASON, IDEALLY THE SEASON PRECEDING THE PROPOSED CONSTRUCTION. MINIMALLY, AREAS TO BE TREATED INCLUDE THE ENTIRE CRITICAL ROOT ZONE OF TREES AS DEPICTED ON THE CITY APPROVED PLANS. TREATMENT SHOULD INCLUDE, BUT NOT LIMITED TO, FERTILIZATION, SOIL TREATMENT, MULCHING, AND PROPER PRUNING.

POST-CONSTRUCTION TREATMENT SHOULD OCCUR DURING FINAL REVEGETATION OR AS DETERMINED BY A QUALIFIED ARBORIST AFTER CONSTRUCTION. CONSTRUCTION ACTIVITIES OFTEN RESULT IN A REDUCTION IN SOIL MACRO AND MICRO PORES AND AN INCREASE IN SOIL BULK DENSITY. TO AMELIORATE THE DEGRADED SOIL CONDITIONS, AERATION VIA WATER AND/OR AIR INJECTED INTO THE SOIL IS NEEDED OR BY OTHER METHODS AS APPROVED BY THE CITY ARBORIST. THE PROPOSED NUTRIENT MIX SPECIFICATIONS AND SOIL AND/OR FOLIAR ANALYSIS RESULTS NEED TO BE PROVIDED TO AND APPROVED BY THE CITY ARBORIST PRIOR TO APPLICATION (FAX # 512-974-3010). CONSTRUCTION WHICH WILL BE COMPLETED IN LESS THAN 90 DAYS MAY USE MATERIALS AT ½ RECOMMENDED RATES. ALTERNATIVE ORGANIC FERTILIZER MATERIALS ARE ACCEPTABLE WHEN APPROVED BY THE CITY ARBORIST. WITHIN 7 DAYS AFTER FERTILIZATION IS PERFORMED, THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF THE WORK PERFORMED TO THE CITY ARBORIST, PLANNING AND DEVELOPMENT REVIEW DEPARTMENT. P.O. BOX 1088, AUSTIN, TX 78767. THIS NOTE SHOULD BE REFERENCED AS ITEM #1 IN THE SEQUENCE OF CONSTRUCTION.

SPECIAL CONSTRUCTION TECHNIQUES ECM 3.5.4(D)

PRIOR TO EXCAVATION WITHIN TREE DRIPLINES OR THE REMOVAL OF TREES ADJACENT TO OTHER TREES THAT ARE TO REMAIN, MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT TO MINIMIZE ROOT DAMAGE.

IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DURING CONSTRUCTION WITH FENCING AND WHERE HEAVY VEHICULAR TRAFFIC IS ANTICIPATED, COVER THOSE AREAS WITH A MINIMUM OF 12 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. IN AREAS WITH HIGH SOIL PLASTICITY GEOTEXTILE FABRIC, PER STANDARD SPECIFICATION #205, SHOULD BE PLACED UNDER THE MULCH TO PREVENT EXCESSIVE MIXING OF THE SOIL AND MULCH. ADDITIONALLY, MATERIAL SUCH AS PLYWOOD AND METAL SHEETS, COULD BE REQUIRED BY THE CITY ARBORIST TO MINIMIZE ROOT IMPACTS FROM HEAVY EQUIPMENT. ONCE THE PROJECT IS COMPLETED, ALL MATERIALS SHOULD BE REMOVED, AND THE MULCH SHOULD BE REDUCED TO A DEPTH OF 3 INCHES.

PERFORM ALL GRADING WITHIN CRITICAL ROOT ZONE AREAS BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE.

WATER ALL TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.

WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.

APPENDIX O: LANDSCAPE/IRRIGATION NOTES:

AUTOMATIC IRRIGATION SYSTEMS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS THESE REQUIREMENTS SHALL BE NOTED ON THE SITE DEVELOPMENT PERMIT AND SHALL BE IMPLEMENTED AS PART OF THE LANDSCAPE INSPECTION:

1. A NEW COMMERCIAL AND MULTI-FAMILY IRRIGATION SYSTEM MUST BE DESIGNED AND INSTALLED SO THAT:
  - A. THERE IS NOT DIRECT OVERSPRAY ONTO NON-IRRIGATED AREAS;
  - B. THE SYSTEM DOES NOT INCLUDE SPRAY IRRIGATION ON AREAS LESS THAN SIX (6) FEET WIDE (SUCH AS MEDIANS, BUFFER STRIPS, AND PARKING LOT ISLANDS)
  - C. ABOVE-GROUND IRRIGATION EMISSION DEVICES ARE SET BACK AT LEAST SIX (6) INCHES FROM IMPERVIOUS SURFACES;
  - D. THE IRRIGATION SYSTEM HAS A MASTER VALVE
  - E. CIRCUIT REMOTE CONTROL VALVES HAVE ADJUSTABLE FLOW CONTROLS
  - F. SERVICEABLE IN-HEAD CHECK VALVES ARE ADJACENT TO PAVED AREAS WHERE ELEVATION DIFFERENCES MAY CAUSE LOW HEAD DRAINAGE.
  - G. THE IRRIGATION SYSTEM HAS A CITY APPROVED WEATHER BASED CONTROLLER
  - H. AN AUTOMATIC RAIN SHUT-OFF DEVICE SHUTS OFF THE IRRIGATION SYSTEM AUTOMATICALLY AFTER NOT MORE THAN A ONE-HALF INCH (1/2") RAINFALL
  - I. ZONE VALVES AND CIRCUITS ARE SEPARATED BASED ON PLANT WATER REQUIREMENTS
  - J. AN IRRIGATION EMISSION DEVICE (SUCH AS SPRAY, ROTOR, OR DRIP EMITTER) DOES NOT EXCEED THE MANUFACTURE'S RECOMMENDED OPERATING PRESSURE; AND
  - K. NO COMPONENT OF THE IRRIGATION SYSTEM DEVIATES FROM THE MANUFACTURES RECOMMENDED USE OF THE PRODUCT.
2. THE MAXIMUM SPACING BETWEEN SPRAY AND ROTARY SPRINKLER HEADS MUST NOT EXCEED THE RADIUS OF THROW OF THE HEAD UNLESS MANUFACTURES OF THE SPRINKLER HEAD SPECIFICALLY RECOMMENDS A GREATER SPACING. THE RADIUS OF THROW IS DETERMINED BY REFERENCE TO THE MANUFACTURE'S SPECIFICATIONS FOR A SPECIFIC NOZZLE AT A SPECIFIC OPERATING PRESSURE.

3. THE IRRIGATION INSTALLER SHALL DEVELOP AND PROVIDE AN AS-BUILT DESIGN PLAN AND WATER BUDGET TO THE CITY AT THE TIME THE FINAL PLUMBING INSPECTION IS PERFORMED THE WATER BUDGET SHALL INCLUDE:
  - A. A CHART CONTAINING ZONE NUMBERS, PRECIPITATION RATES, AND GALLONS PER MINUTE AND
  - B. THE LOCATION OF THE EMERGENCY IRRIGATION SYSTEM SHUT-OFF VALVE, A LAMINATED COPY OF THE WATER BUDGET SHALL BE PERMANENTLY INSTALLED INSIDE THE IRRIGATION CONTROLLER DOOR.
4. THE IRRIGATION INSTALLER SHALL PROVIDE A REPORT TO THE CITY ON A FORM PROVIDED BY THE AUSTIN WATER UTILITY DEPARTMENT CERTIFYING COMPLIANCE WITH SUBSECTION 1 WHEN THE FINAL PLUMBING INSPECTION IS PERFORMED BY THE CITY.

APPENDIX O: LANDSCAPE/IRRIGATION NOTES:

AUTOMATIC IRRIGATION SYSTEMS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS THESE REQUIREMENTS SHALL BE NOTED ON THE SITE DEVELOPMENT PERMIT AND SHALL BE IMPLEMENTED AS PART OF THE LANDSCAPE INSPECTION:

1. A NEW COMMERCIAL AND MULTI-FAMILY IRRIGATION SYSTEM MUST BE DESIGNED AND INSTALLED SO THAT:
  - A. THERE IS NOT DIRECT OVERSPRAY ONTO NON-IRRIGATED AREAS;
  - B. THE SYSTEM DOES NOT INCLUDE SPRAY IRRIGATION ON AREAS LESS THAN SIX (6) FEET WIDE (SUCH AS MEDIANS, BUFFER STRIPS, AND PARKING LOT ISLANDS)
  - C. ABOVE-GROUND IRRIGATION EMISSION DEVICES ARE SET BACK AT LEAST SIX (6) INCHES FROM IMPERVIOUS SURFACES;
  - D. THE IRRIGATION SYSTEM HAS A MASTER VALVE
  - E. CIRCUIT REMOTE CONTROL VALVES HAVE ADJUSTABLE FLOW CONTROLS
  - F. SERVICEABLE IN-HEAD CHECK VALVES ARE ADJACENT TO PAVED AREAS WHERE ELEVATION DIFFERENCES MAY CAUSE LOW HEAD DRAINAGE.
  - G. THE IRRIGATION SYSTEM HAS A CITY APPROVED WEATHER BASED CONTROLLER
  - H. AN AUTOMATIC RAIN SHUT-OFF DEVICE SHUTS OFF THE IRRIGATION SYSTEM AUTOMATICALLY AFTER NOT MORE THAN A ONE-HALF INCH (1/2") RAINFALL
  - I. ZONE VALVES AND CIRCUITS ARE SEPARATED BASED ON PLANT WATER REQUIREMENTS
  - J. AN IRRIGATION EMISSION DEVICE (SUCH AS SPRAY, ROTOR, OR DRIP EMITTER) DOES NOT EXCEED THE MANUFACTURE'S RECOMMENDED OPERATING PRESSURE; AND
  - K. NO COMPONENT OF THE IRRIGATION SYSTEM DEVIATES FROM THE MANUFACTURES RECOMMENDED USE OF THE PRODUCT.
2. THE MAXIMUM SPACING BETWEEN SPRAY AND ROTARY SPRINKLER HEADS MUST NOT EXCEED THE RADIUS OF THROW OF THE HEAD UNLESS MANUFACTURES OF THE SPRINKLER HEAD SPECIFICALLY RECOMMENDS A GREATER SPACING. THE RADIUS OF THROW IS DETERMINED BY REFERENCE TO THE MANUFACTURE'S SPECIFICATIONS FOR A SPECIFIC NOZZLE AT A SPECIFIC OPERATING PRESSURE.
3. THE IRRIGATION INSTALLER SHALL DEVELOP AND PROVIDE AN AS-BUILT DESIGN PLAN AND WATER BUDGET TO THE CITY AT THE TIME THE FINAL PLUMBING INSPECTION IS PERFORMED THE WATER BUDGET SHALL INCLUDE:
  - A. A CHART CONTAINING ZONE NUMBERS, PRECIPITATION RATES, AND GALLONS PER MINUTE AND
  - B. THE LOCATION OF THE EMERGENCY IRRIGATION SYSTEM SHUT-OFF VALVE, A LAMINATED COPY OF THE WATER BUDGET SHALL BE PERMANENTLY INSTALLED INSIDE THE IRRIGATION CONTROLLER DOOR.
4. THE IRRIGATION INSTALLER SHALL PROVIDE A REPORT TO THE CITY ON A FORM PROVIDED BY THE AUSTIN WATER UTILITY DEPARTMENT CERTIFYING COMPLIANCE WITH SUBSECTION 1 WHEN THE FINAL PLUMBING INSPECTION IS PERFORMED BY THE CITY.

SITE PLAN NOTES

1. ALL EXISTING STRUCTURES SHOWN AS TO BE REMOVED WILL REQUIRE A DEMOLITION PERMIT FROM THE CITY OF AUSTIN DEVELOPMENT SERVICES DEPARTMENT.
2. ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE RELEASED SITE PLAN. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE SITE PLAN AMENDMENT AND APPROVAL OF THE DEVELOPMENT SERVICES DEPARTMENT.
3. APPROVAL OF THE SITE PLAN DOES NOT INCLUDE BUILDING AND FIRE CODE APPROVAL OR BUILDING PERMIT APPROVAL.
4. ALL SIGNS MUST COMPLY WITH REQUIREMENTS OF THE LAND DEVELOPMENT CODE (CHAPTER 25-10).
5. ADDITIONAL ELECTRIC EASEMENTS MAY BE REQUIRED.
6. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF AUSTIN.
7. A DEVELOPMENT PERMIT MUST BE ISSUED PRIOR TO AN APPLICATION FOR BUILDING PERMIT FOR NON-CONSOLIDATED OR PLANNING COMMISSION APPROVED SITE PLANS.
8. FOR CONSTRUCTION WITHIN THE RIGHT-OF-WAY, A CONCRETE PERMIT IS REQUIRED
9. A PERCENTAGE OF ACCESSIBLE PARKING MUST BE PROVIDED IN ACCORDANCE WITH BUILDING CODE.
10. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP
11. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50.

DEMOLITION NOTES:

1. ALL EXISTING STRUCTURES SHOWN AS TO BE REMOVED WILL REQUIRE A DEMOLITION PERMIT FROM THE CITY OF AUSTIN PLANNING AND DEVELOPMENT REVIEW DEPARTMENT.
2. NO WORK SHALL BE PERFORMED OUTSIDE THE LIMIT OF CONSTRUCTION.
3. BEFORE REMOVING ANY UTILITIES, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT THE UTILITY TO BE REMOVED IS NOT SERVING ANY OTHER SITE.
4. FURNISH AND INSTALL HIGH VISIBILITY SAFETY FENCING AT ALL LEVEL CHANGES, DITCHES, AND OTHER HAZARDS WHICH RESULT FROM THE DEMOLITION, REFERENCE CITY OF AUSTIN STANDARD SPECIFICATIONS ITEM NO. 703-FENCING FOR EXCAVATION.
5. CONTRACTOR SHALL COORDINATE WITH THE VARIOUS UTILITY PROVIDERS TO OBSERVE AND COORDINATE THE REMOVAL OF THEIR ABANDONED SERVICES WITHIN THE PROJECT FENCE.
6. CONTRACTOR SHALL ARRANGE FOR AND COORDINATE THE DISCONNECTION TO REMOVAL/RELOCATION OF OVERHEAD AND UNDERGROUND ELECTRIC SERVICES, ELECTRIC LINE, ELECTRIC VAULT/MANHOLES, TRANSFORMERS, AND POLES WITHIN THE LIMIT OF CONSTRUCTION WITH AUSTIN ENERGY AND THE OWNER.
7. CONTRACTOR SHALL ARRANGE FOR AND COORDINATE THE DISCONNECTION AND REMOVAL OF ANY GAS SERVICES, GAS LINES, AND METERS WITHIN THE LIMIT OF CONSTRUCTION WITH TEXAS GAS SERVICE.
8. DISPOSAL OF ALL DEMOLISHED MATERIALS IS THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE OFF-SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL MUNICIPAL REQUIREMENTS.
9. WHERE A STATE OR LOCAL MUNICIPAL STANDARD DETAIL DUPLICATES A DETAIL SHOWN IN THE PLANS, THE MORE STRINGENT DETAIL AS DETERMINED BY THE REVIEWING AGENCY, SHALL APPLY.
10. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC. THAT IS DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNERS.

CITY OF AUSTIN ELECTRIC UTILITY NOTES

1. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY, AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
2. THE OWNER/DEVELOPER OF THE SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING(S) AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
3. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION, AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
4. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.

AMERICANS WITH DISABILITIES ACT

THE CITY OF BEE CAVES HAS REVIEWED THIS PLAN FOR COMPLIANCE WITH CITY DEVELOPMENT REGULATIONS ONLY. THE APPLICANT, PROPERTY OWNER, AND OCCUPANT OF THE PREMISES ARE RESPONSIBLE FOR DETERMINING WHETHER THE PLAN COMPLIES WITH ALL OTHER LAWS, REGULATIONS, AND RESTRICTIONS WHICH MAY BE APPLICABLE TO THE PROPERTY AND ITS USE.

	UTILITY/GOVERNING AGENCY		CONTRACTOR RESPONSIBILITY
TELEPHONE	AT&T PHONE: (512) 870-5297	CONTACT: RICK REED rr7484@att.com	TELECOM PROPOSED WITH THESE PLANS
ELECTRIC	AUSTIN ENERGY 721 BARTON SPRINGS RD., AUSTIN TX 78681 PHONE: (512) 494-9400		ELECTRIC PROPOSED WITH THESE PLANS
NATURAL GAS	TEXAS GAS SERVICE 1301 S MOPAC EXPY #400, AUSTIN, TX 78746 PHONE: (800) 700-2443		NO CONSTRUCTION
WATER	TRAVIS COUNTY MUD #18 2601 FOREST CREEK DRIVE, ROUND ROCK, TX 78665 PHONE: (512) 246-1900		-PROVIDE AND INSTALL ALL WATER MAINS AND ASSOCIATED APPURTENANCES PER THE PLANS AND SPECIFICATIONS-COORDINATE REQUIRED INSPECTION SERVICES WITH CITY OF BEE CAVE DEPARTMENT OF PUBLIC WORKS AND TRAVIS COUNTY MUD #18
WASTEWATER	TRAVIS COUNTY MUD #18 2601 FOREST CREEK DRIVE, ROUND ROCK, TX 78665 PHONE: (512) 246-1900		-PROVIDE AND INSTALL ALL WASTE WATER MAINS AND ASSOCIATED APPURTENANCES PER THE PLANS AND SPECIFICATIONS -ADD WASTE WATER LINES TO BE INSTALLED PER CITY OF BEE CAVE REQUIREMENTS-COORDINATE REQUIRED INSPECTION SERVICES WITH CITY OF BEE CAVE DEPARTMENT OF PUBLIC WORKS AND TRAVIS COUNTY MUD #18
HIGHWAY	TXDOT 7901 N. IH-35, AUSTIN, TX 78753 CONTACT: GARY W. MORRIS PHONE: (512) 832-7112		NO CONSTRUCTION
ONE CALL	ONE CALL UTILITY SYSTEM, PHONE: (512) 545-6005		CALL 48 HOURS PRIOR TO EXCAVATION

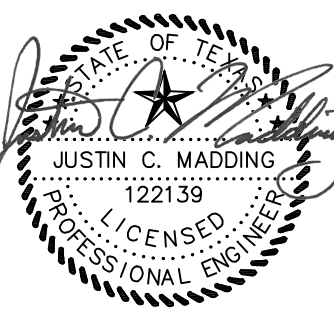
FAMILY DENTAL CENTER

SITE PLAN

GENERAL NOTES

NO.	DATE	REVISIONS		BY	
		DESCRIPTION			

DATE: 11/7/2022  
DESIGNED BY: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
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11/7/2022

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A629-1001

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SHEET NO.  
03

OF 27 SHEETS



APPENDIX P-1: EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS, TREE/NATURAL AREA PROTECTIVE FENCING, AND CONDUCT "PRE-CONSTRUCTION" TREE FERTILIZATION (IF APPLICABLE) PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR EXCAVATION).
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE IN ACCORDANCE WITH THE ENVIRONMENTAL CRITERIA MANUAL AND THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN. THE COA/ESC PLAN SHALL BE CONSULTED AND USED AS THE BASIS FOR A TPDES REQUIRED SWPPP. IF A SWPPP IS REQUIRED, IT SHALL BE AVAILABLE FOR REVIEW BY THE CITY OF AUSTIN ENVIRONMENTAL INSPECTOR AT ALL TIMES DURING CONSTRUCTION, INCLUDING AT THE PRE-CONSTRUCTION MEETING. THE CHECKLIST BELOW CONTAINS THE BASIC ELEMENTS THAT SHALL BE REVIEWED FOR PERMIT APPROVAL BY COA EV PLAN REVIEWERS AS WELL AS COA EV INSPECTORS.
3. THE PLACEMENT OF TREE/NATURAL AREA PROTECTIVE FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD NOTES FOR TREE AND NATURAL AREA PROTECTION AND THE APPROVED GRADING/TREE AND NATURAL AREA PLAN.
4. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD ON-SITE WITH THE CONTRACTOR, DESIGN ENGINEER/PERMIT APPLICANT AND ENVIRONMENTAL INSPECTOR AFTER INSTALLATION OF THE EROSION/SEDIMENTATION CONTROLS, TREE/NATURAL AREA PROTECTION MEASURES AND "PRE-CONSTRUCTION" TREE FERTILIZATION (IF APPLICABLE) PRIOR TO BEGINNING ANY SITE PREPARATION WORK. THE OWNER OR OWNER'S REPRESENTATIVE SHALL NOTIFY THE DEVELOPMENT SERVICES DEPARTMENT, 512-974-2278 OR BY EMAIL AT ENVIRONMENTAL.INSPCTIONS@AUSTINTEXAS.GOV, AT LEAST THREE DAYS PRIOR TO THE MEETING DATE. COA APPROVED ESC PLAN AND TPDES SWPPP (IF REQUIRED) SHOULD BE REVIEWED BY COA EV INSPECTOR AT THIS TIME.
5. ANY MAJOR VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS WILL REQUIRE A REVISION AND MUST BE APPROVED BY THE REVIEWING ENGINEER, ENVIRONMENTAL SPECIALIST OR CITY ARBORIST AS APPROPRIATE. MAJOR REVISIONS MUST BE APPROVED BY AUTHORIZED COA STAFF. MINOR CHANGES TO BE MADE AS FIELD REVISIONS TO THE EROSION AND SEDIMENTATION CONTROL PLAN MAY BE REQUIRED BY THE ENVIRONMENTAL INSPECTOR DURING THE COURSE OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES.

6. THE CONTRACTOR IS REQUIRED TO PROVIDE A CERTIFIED INSPECTOR THAT IS EITHER A LICENSED ENGINEER (OR PERSON DIRECTLY SUPERVISED BY THE LICENSED ENGINEER) OR CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC OR CPESC - IT), CERTIFIED EROSION, SEDIMENT AND STORMWATER INSPECTOR (CESSWI OR CESSWI - IT) OR CERTIFIED INSPECTOR OF SEDIMENTATION AND EROSION CONTROLS (CISEC OR CISEC - IT) CERTIFICATION TO INSPECT THE CONTROLS AND FENCES AT WEEKLY OR BI-WEEKLY INTERVALS AND AFTER ONE-HALF (½) INCH OR GREATER RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES OR ONE-THIRD (⅓) OF THE INSTALLED HEIGHT OF THE CONTROL WHICHEVER IS LESS.

7. PRIOR TO FINAL ACCEPTANCE BY THE CITY, HAUL ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED. ALL LAND CLEARING DEBRIS SHALL BE DISPOSED OF IN APPROVED SPOIL DISPOSAL SITES.

8. ALL WORK MUST STOP IF A VOID IN THE ROCK SUBSTRATE IS DISCOVERED WHICH IS: ONE SQUARE FOOT IN TOTAL AREA; BLOWS AIR FROM WITHIN THE SUBSTRATE AND/OR CONSISTENTLY RECEIVES WATER DURING ANY RAIN EVENT. AT THIS TIME IT IS THE RESPONSIBILITY OF THE PROJECT MANAGER TO IMMEDIATELY CONTACT A CITY OF AUSTIN ENVIRONMENTAL INSPECTOR FOR FURTHER INVESTIGATION. IN ADDITION, IF THE PROJECT SITE IS LOCATED WITHIN THE EDWARDS AQUIFER, THE PROJECT MANAGER MUST NOTIFY THE TRAVIS COUNTY BALCONES CANYONLANDS CONSERVATION PRESERVE (BCCP) BY EMAIL AT bccp@TRAVISCOUNTYTX.GOV. CONSTRUCTION ACTIVITIES WITHIN 50 FEET OF THE VOID MUST STOP.

9. TEMPORARY AND PERMANENT EROSION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORED AS NOTED BELOW:
- A. ALL DISTURBED AREAS TO BE REVEGETATED ARE REQUIRED TO PLACE A MINIMUM OF SIX (6) INCHES OF TOPSOIL (SEE STANDARD SPECIFICATION ITEM NO. 601S.3(A)). DO NOT ADD TOPSOIL WITHIN THE CRITICAL ROOT ZONE OF EXISTING TREES.
- TOPSOIL SALVAGED FROM THE EXISTING SITE IS ENCOURAGED FOR USE, BUT IT SHOULD MEET THE STANDARDS SET FORTH IN 601S.
  - AN OWNER/ENGINEER MAY PROPOSE USE OF ONSITE SALVAGED TOPSOIL WHICH DOES NOT MEET THE CRITERIA OF STANDARD SPECIFICATION 601S BY PROVIDING A SOIL ANALYSIS AND A WRITTEN STATEMENT FROM A QUALIFIED PROFESSIONAL IN SOILS, LANDSCAPE ARCHITECTURE, OR AGRONOMY INDICATING THE ONSITE TOPSOIL WILL PROVIDE AN EQUIVALENT GROWTH MEDIA AND SPECIFYING WHAT, IF ANY, SOIL AMENDMENTS ARE REQUIRED.
  - SOIL AMENDMENTS SHALL BE WORKED INTO THE EXISTING ONSITE TOPSOIL WITH A DISC OR TILLER TO CREATE A WELL-BLENDED MATERIAL.

THE VEGETATIVE STABILIZATION OF AREAS DISTURBED BY CONSTRUCTION SHALL BE AS FOLLOWS:

TEMPORARY VEGETATIVE STABILIZATION:

1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE WITH OR INCLUDE A COOL SEASON COVER CROP: (WESTERN WHEATGRASS ( PASCOPYRUM SMITHII ) AT 5.6 POUNDS PER ACRE, OATS ( AVENA SATIVA ) AT 4.0 POUNDS PER ACRE, CEREAL RYE GRAIN ( SECALE CEREALE ) AT 45 POUNDS PER ACRE. CONTRACTOR MUST ENSURE THAT ANY SEED APPLICATION REQUIRING A COOL SEASON COVER CROP DOES NOT UTILIZE ANNUAL RYEGRASS ( LOLIUM MULTIFLORUM ) OR PERENNIAL RYEGRASS ( LOLIUM PERENNE ). COOL SEASON COVER CROPS ARE NOT PERMANENT EROSION CONTROL.
2. FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 45 POUNDS PER ACRE OR A NATIVE PLANT SEED MIX CONFORMING TO ITEM 604S OR 609S.
- A. FERTILIZER SHALL BE APPLIED ONLY IF WARRANTED BY A SOIL TEST AND SHALL CONFORM TO ITEM NO. 606S, FERTILIZER. FERTILIZATION SHOULD NOT OCCUR WHEN RAINFALL IS EXPECTED OR DURING SLOW PLANT GROWTH OR DORMANCY. CHEMICAL FERTILIZER MAY NOT BE APPLIED IN THE CRITICAL WATER QUALITY ZONE.
- B. HYDROMULCH SHALL COMPLY WITH TABLE 1, BELOW.
- C. TEMPORARY EROSION CONTROL SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1½ INCHES HIGH WITH A MINIMUM OF 95% TOTAL COVERAGE SO THAT ALL AREAS OF A SITE THAT RELY ON VEGETATION FOR TEMPORARY STABILIZATION ARE UNIFORMLY VEGETATED, AND PROVIDED THERE ARE NO BARE SPOTS LARGER THAN 10 SQUARE FEET.
- D. WHEN REQUIRED, NATIVE PLANT SEEDING SHALL COMPLY WITH REQUIREMENTS OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL, AND STANDARD SPECIFICATION 604S OR 609S.

TABLE 1: HYDROMULCHING FOR TEMPORARY VEGETATIVE STABILIZATION

DESCRIPTION	LONGEVITY	TYPICAL APPLICATIONS	APPLICATION RATES
70% OR GREATER WOOD/STRAW 30% OR LESS PAPER OR NATURAL FIBERS	0-3 MONTHS	MODERATE SLOPES: FROM FLAT TO 3:1	1500 TO 2000 LBS PER ACRE

PERMANENT VEGETATIVE STABILIZATION:

1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING IS CONSIDERED TO BE TEMPORARY STABILIZATION ONLY. IF COOL SEASON COVER CROPS EXIST WHERE PERMANENT VEGETATIVE STABILIZATION IS DESIRED, THE GRASSES SHALL BE MOWED TO A HEIGHT OF LESS THAN ONE-HALF (½) INCH AND THE AREA SHALL BE RE-SEEDED IN ACCORDANCE WITH TABLE 2 BELOW. ALTERNATIVELY, THE COOL SEASON COVER CROP CAN BE MIXED WITH BERMUDAGRASS OR NATIVE SEED AND INSTALLED TOGETHER, UNDERSTANDING THAT GERMINATION OF WARM-SEASON SEED TYPICALLY REQUIRES SOIL TEMPERATURES OF 60 TO 70 DEGREES.
2. FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 45 POUNDS PER ACRE WITH A PURITY OF 95% AND A MINIMUM PURE LIVE SEED (PLS) OF 0.83. BERMUDA GRASS IS A WARM SEASON GRASS AND IS CONSIDERED PERMANENT EROSION CONTROL. PERMANENT VEGETATIVE STABILIZATION CAN ALSO BE ACCOMPLISHED WITH A NATIVE PLANT SEED MIX CONFORMING TO ITEM 604S OR 609S.
- A. FERTILIZER USE SHALL FOLLOW THE RECOMMENDATION OF A SOIL TEST. SEE ITEM 606S, FERTILIZER. APPLICATIONS OF FERTILIZER (AND PESTICIDE) ON CITY-OWNED AND MANAGED PROPERTY REQUIRES THE YEARLY SUBMITTAL OF A PESTICIDE AND FERTILIZER APPLICATION RECORD, ALONG WITH A CURRENT COPY OF THE APPLICATOR'S LICENSE. FOR CURRENT COPY OF THE RECORD TEMPLATE CONTACT THE CITY OF AUSTIN'S IPM COORDINATOR.
- B. HYDROMULCH SHALL COMPLY WITH TABLE 2, BELOW.
- C. WATER THE SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO ACHIEVE GERMINATION AND A HEALTHY STAND OF PLANTS THAT CAN ULTIMATELY SURVIVE WITHOUT SUPPLEMENTAL WATER. APPLY THE WATER UNIFORMLY TO THE PLANTED AREAS WITHOUT CAUSING DISPLACEMENT OR EROSION OF THE MATERIALS OR SOIL. MAINTAIN THE SEEDED IN A MOIST CONDITION FAVORABLE FOR PLANT GROWTH. ALL WATERING SHALL COMPLY WITH CITY CODE CHAPTER 6-4 (WATER CONSERVATION), AT RATES AND FREQUENCIES DETERMINED BY A LICENSED IRRIGATOR OR OTHER QUALIFIED PROFESSIONAL, AND AS ALLOWED BY THE AUSTIN WATER UTILITY AND CURRENT WATER RESTRICTIONS AND WATER CONSERVATION INITIATIVES.
- D. PERMANENT EROSION CONTROL SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1½ INCHES HIGH WITH A MINIMUM OF 95 PERCENT FOR THE NON-NATIVE MIX, AND 95 PERCENT COVERAGE FOR THE NATIVE MIX SO THAT ALL AREAS OF A SITE THAT RELY ON VEGETATION FOR STABILITY MUST BE UNIFORMLY VEGETATED, AND PROVIDED THERE ARE NO BARE SPOTS LARGER THAN 10 SQUARE FEET.
- E. WHEN REQUIRED, NATIVE PLANT SEEDING SHALL COMPLY WITH REQUIREMENTS OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL, ITEMS 604S AND 609S.

TABLE 2: HYDROMULCHING FOR PERMANENT VEGETATIVE STABILIZATION

MATERIAL	DESCRIPTION	LONGEVITY	TYPICAL APPLICATIONS	APPLICATION RATES
BONDED FIBER MATRIX (BFM)	80% ORGANIC DEFIBRATED FIBERS 10% TACKIFIER	6 MONTHS	ON SLOPES UP TO 2:1 AND EROSIVE SOIL CONDITIONS	2500 TO 4000 LBS PER ACRE (SEE MANUFACTURERS RECOMMENDATIONS)
FIBER REINFORCED MATRIX (FRM)	65% ORGANIC DEFIBRATED FIBERS 25% REINFORCING FIBERS OR LESS 10% TACKIFIER	UP TO 12 MONTHS	ON SLOPES UP TO 1:1 AND EROSIVE SOIL CONDITIONS	3000 TO 4500 LBS PER ACRE (SEE MANUFACTURERS RECOMMENDATIONS)

10. DEVELOPER INFORMATION:

22.52 BELLA COLINAS JV  
OWNER: CONTACT PERSON: DAVID ORR ADDRESS: 3200 SOUTHWEST FREEWAY, SUITE 3000 HOUSTON, TX 77027  
PHONE #: (210)-298-2679

OWNER'S REPRESENTATIVE RESPONSIBLE FOR PLAN ALTERATIONS:

JUSTIN C. MADDING, PE, PMP LJA ENGINEERING PHONE#: (512) 507-1732

PERSON OR FIRM RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL MAINTENANCE:

CONTRACTOR AT TIME OF CONSTRUCTION PHONE#: T.B.D.

PERSON OR FIRM RESPONSIBLE FOR TREE/NATURAL AREA PROTECTION MAINTENANCE:

CONTRACTOR AT TIME OF CONSTRUCTION PHONE#: T.B.D.

11. THE CONTRACTOR SHALL NOT DISPOSE OF SURPLUS EXCAVATED MATERIAL FROM THE SITE WITHOUT NOTIFYING THE DEVELOPMENT SERVICES DEPARTMENT AT 512-974-2278 AT LEAST 48 HOURS PRIOR WITH THE LOCATION AND A COPY OF THE PERMIT ISSUED TO RECEIVE THE MATERIAL.

APPENIX P-2: COA TREE AND NATURAL AREA PROTECTION NOTES

1. ALL TREES AND NATURAL AREAS SHOWN ON PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.
2. PROTECTIVE FENCES SHALL BE ERECTED ACCORDING TO CITY OF AUSTIN STANDARDS FOR TREE PROTECTION.
3. PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING), AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
4. EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DRIP LINES.
5. PROTECTIVE FENCES SHALL SURROUND THE TREES OR GROUP OF TREES, AND WILL BE LOCATED AT THE OUTERMOST LIMIT OF BRANCHES (DRIP LINE) . FOR NATURAL AREAS, PROTECTIVE FENCES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE, IN ORDER TO PREVENT THE FOLLOWING:
- A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIALS;
- B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6 INCHES CUT OR FILL), OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE CITY ARBORIST;
- C. WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT;
- D. OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
6. EXCEPTIONS TO INSTALLING FENCES AT TREE DRIP LINES MAY BE PERMITTED IN THE FOLLOWING CASES:
- A. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT, ERECT THE FENCE APPROXIMATELY 2 TO 4 FEET BEYOND THE AREA DISTURBED;
- B. WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN A TREE'S DRIP LINE, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA (PRIOR TO SITE GRADING SO THAT THIS AREA IS GRADED SEPARATELY PRIOR TO PAVING INSTALLATION TO MINIMIZED ROOT DAMAGE);
- C. WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE TO ALLOW 6 TO 10 FEET OF WORK SPACE BETWEEN THE FENCE AND THE BUILDING;
- D. WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS, CONTACT THE CITY ARBORIST AT 974-1876 TO DISCUSS ALTERNATIVES. SPECIAL NOTE: FOR THE PROTECTION OF NATURAL AREAS, NO EXCEPTIONS TO INSTALLING FENCES AT THE LIMIT OF CONSTRUCTION LINE WILL BE PERMITTED.
7. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF 8 FT (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING PROVIDED.
8. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
9. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.

APPENIX P-2: COA TREE AND NATURAL AREA PROTECTION NOTES (continued)

10. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
11. NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIP LINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
12. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.).
13. ALL FINISHED PRUNING SHALL BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES AVAILABLE ON REQUEST FROM THE CITY ARBORIST).
14. DEVIATIONS FROM THE ABOVE NOTES MAY BE CONSIDERED ORDINANCE VIOLATIONS IF THERE IS SUBSTANTIAL NON-COMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT.

APPENIX P-4: COA STANDARD SEQUENCE OF CONSTRUCTION

1. TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSTALLED AS INDICATED ON THE APPROVED SITE PLAN OR SUBDIVISION CONSTRUCTION PLAN AND IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE POSTED ON THE SITE. INSTALL TREE PROTECTION, INITIATE TREE MITIGATION MEASURES AND CONDUCT "PRE - CONSTRUCTION" TREE FERTILIZATION (IF APPLICABLE).
2. THE ENVIRONMENTAL PROJECT MANAGER OR SITE SUPERVISOR MUST CONTACT THE DEVELOPMENT SERVICES DEPARTMENT, ENVIRONMENTAL INSPECTION, AT 512-974-2278, 72 HOURS PRIOR TO THE SCHEDULED DATE OF THE REQUIRED ON-SITE PRECONSTRUCTION MEETING.
3. THE ENVIRONMENTAL PROJECT MANAGER, AND/OR SITE SUPERVISOR, AND/OR DESIGNATED RESPONSIBLE PARTY, AND THE GENERAL CONTRACTOR WILL FOLLOW THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE. TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE REVISED, IF NEEDED, TO COMPLY WITH CITY INSPECTORS' DIRECTIVES, AND REVISED CONSTRUCTION SCHEDULE RELATIVE TO THE WATER QUALITY PLAN REQUIREMENTS AND THE EROSION PLAN.
4. ROUGH GRADE THE POND(S) AT 100% PROPOSED CAPACITY. EITHER THE PERMANENT OUTLET STRUCTURE OR A TEMPORARY OUTLET MUST BE CONSTRUCTED PRIOR TO DEVELOPMENT OF EMBANKMENT OR EXCAVATION THAT LEADS TO PONDING CONDITIONS. THE OUTLET SYSTEM MUST CONSIST OF A SLUMP PIT OUTLET AND AN EMERGENCY SPILLWAY MEETING THE REQUIREMENTS OF THE DRAINAGE CRITERIA MANUAL AND/OR THE ENVIRONMENTAL CRITERIA MANUAL, AS REQUIRED. THE OUTLET SYSTEM SHALL BE PROTECTED FROM EROSION AND SHALL BE MAINTAINED THROUGHOUT THE COURSE OF CONSTRUCTION UNTIL INSTALLATION OF THE PERMANENT WATER QUALITY POND(S).
5. TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE.
6. BEGIN SITE CLEARING/CONSTRUCTION (OR DEMOLITION) ACTIVITIES.
7. IN THE BARTON SPRINGS ZONE, THE ENVIRONMENTAL PROJECT MANAGER OR SITE SUPERVISOR WILL SCHEDULE A MID-CONSTRUCTION CONFERENCE TO COORDINATE CHANGES IN THE CONSTRUCTION SCHEDULE AND EVALUATE EFFECTIVENESS OF THE EROSION CONTROL PLAN AFTER POSSIBLE CONSTRUCTION ALTERATIONS TO THE SITE. PARTICIPANTS SHALL INCLUDE THE CITY INSPECTOR, PROJECT ENGINEER, GENERAL CONTRACTOR AND ENVIRONMENTAL PROJECT MANAGER OR SITE SUPERVISOR. THE ANTICIPATED COMPLETION DATE AND FINAL CONSTRUCTION SEQUENCE AND INSPECTION SCHEDULE WILL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR.
8. PERMANENT WATER QUALITY PONDS OR CONTROLS WILL BE CLEANED OUT AND FILTER MEDIA WILL BE INSTALLED PRIOR TO/CONCURRENTLY WITH REVEGETATION OF SITE.
9. COMPLETE CONSTRUCTION AND START REVEGETATION OF THE SITE AND INSTALLATION OF LANDSCAPING.
10. UPON COMPLETION OF THE SITE CONSTRUCTION AND REVEGETATION OF A PROJECT SITE, THE DESIGN ENGINEER SHALL SUBMIT AN ENGINEER'S LETTER OF CONCURRENCE BEARING THE ENGINEER'S SEAL, SIGNATURE, AND DATE TO THE DEVELOPMENT SERVICES DEPARTMENT INDICATING THAT CONSTRUCTION, INCLUDING REVEGETATION, IS COMPLETE AND IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS. AFTER RECEIVING THIS LETTER, A FINAL INSPECTION WILL BE SCHEDULED BY THE APPROPRIATE CITY INSPECTOR.
11. UPON COMPLETION OF LANDSCAPE INSTALLATION OF A PROJECT SITE, THE LANDSCAPE ARCHITECT SHALL SUBMIT A LETTER OF CONCURRENCE TO THE DEVELOPMENT SERVICES DEPARTMENT INDICATING THAT THE REQUIRED LANDSCAPING IS COMPLETE AND IN SUBSTANTIAL CONFORMITY WITH THE APPROVED PLANS. AFTER RECEIVING THIS LETTER, A FINAL INSPECTION WILL BE SCHEDULED BY THE APPROPRIATE CITY INSPECTOR.
12. AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR, REMOVE THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND COMPLETE ANY NECESSARY FINAL REVEGETATION RESULTING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND REHABILITATION OF THE WATER QUALITY PONDS OR CONTROLS.

SPECIAL CONSTRUCTION TECHNIQUES ECM 3.5.4(D):

PRIOR TO EXCAVATION WITHIN TREE DRIPLINES OR THE REMOVAL OF TREES ADJACENT TO OTHER TREES THAT ARE TO REMAIN, MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT TO MINIMIZE ROOT DAMAGE.

IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DURING CONSTRUCTION WITH FENCING AND WHERE HEAVY VEHICULAR TRAFFIC IS ANTICIPATED, COVER THOSE AREAS WITH A MINIMUM OF 12 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. IN AREAS WITH HIGH SOIL PLASTICITY GEOTEXTILE FABRIC, PER STANDARD SPECIFICATION 620S SHOULD BE PLACED UNDER THE MULCH TO PREVENT EXCESSIVE MIXING OF THE SOIL AND MULCH. ADDITIONALLY, MATERIAL SUCH AS PLYWOOD AND METAL SHEETS COULD BE REQUIRED BY THE CITY ARBORIST TO MINIMIZE ROOT IMPACTS FROM HEAVY EQUIPMENT. ONCE THE PROJECT IS COMPLETED, ALL MATERIALS SHOULD BE REMOVED, AND THE MULCH SHOULD BE REDUCED TO A DEPTH OF 3 INCHES.

PERFORM ALL GRADING WITHIN CRITICAL ROOT ZONE AREAS BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE.

WATER ALL TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.

WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.

FAMILY DENTAL CENTER  
SITE PLAN

GENERAL NOTES

NO.	REVISIONS DESCRIPTION	BY	DATE

DATE: 11/7/2022	DESIGNED BY:	CHECKED BY:	DRAWING NAME:



11/7/2022

**LJA Engineering, Inc.**  
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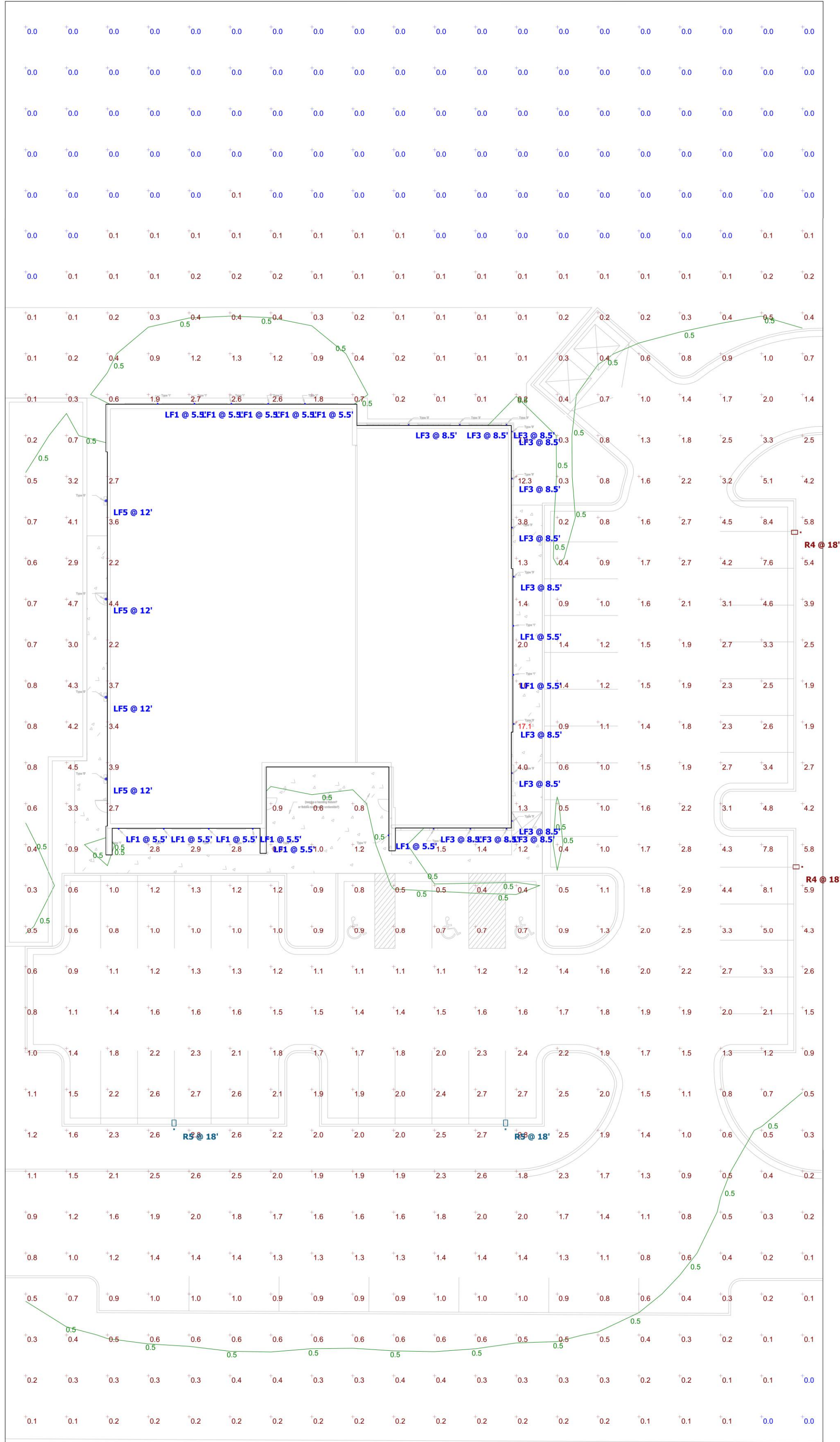
- EACH DRIVEWAY MUST BE CONSTRUCTED IN ACCORDANCE WITH TRAVIS COUNTY CODE SECTION 482.302(G), AND EACH DRAINAGE STRUCTURE OR SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF AUSTIN DRAINAGE CRITERIA MANUAL, UNLESS OTHER DESIGN CRITERIA ARE APPROVED BY TRAVIS COUNTY.
2. BEFORE BEGINNING ANY CONSTRUCTION, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND POST THE DEVELOPMENT PERMIT, THE TCEQ SITE NOTICE, AND ANY OTHER REQUIRED PERMITS AT THE JOB SITE.
3. CONSTRUCTION MAY NOT TAKE PLACE WITHIN TRAVIS COUNTY RIGHT-OF-WAY UNTIL AFTER THE OWNER HAS SUBMITTED A TRAFFIC CONTROL PLAN TO TRAVIS COUNTY AND OBTAINED WRITTEN APPROVAL OF THE TRAFFIC CONTROL PLAN FROM TRAVIS COUNTY.
4. THE CONTRACTOR AND PRIMARY OPERATOR SHALL FOLLOW THE SEQUENCE OF CONSTRUCTION AND THE SWP3 IN THESE APPROVED PLANS. THE CONTRACTOR AND PRIMARY OPERATOR SHALL REQUEST TRAVIS COUNTY INSPECTION AT SPECIFIC MILESTONES IN THE SEQUENCE OF THE CONSTRUCTION OF THE SITE DEVELOPMENT CORRESPONDING TO THE PRIORITY INSPECTIONS SPECIFIED IN CONSTRUCTION SEQUENCING NOTES IN THESE APPROVED PLANS. DEVELOPMENT OUTSIDE THE LIMITS OF CONSTRUCTION SPECIFIED IN THE APPROVED PERMIT AND CONSTRUCTION PLANS IS PROHIBITED.
5. BEFORE BEGINNING ANY CONSTRUCTION, ALL STORM WATER POLLUTION PREVENTION PLAN (SWP3) REQUIREMENTS SHALL BE MET, AND THE FIRST PHASE OF THE TEMPORARY EROSION CONTROL (ESC) PLAN INSTALLED WITH A SWP3 INSPECTION REPORT UPLOADED TO MYPERMITNOW.ORG. ALL SWP3 AND ESC PLAN MEASURES AND PRIMARY OPERATOR SWP3 INSPECTIONS MUST BE PERFORMED BY THE PRIMARY OPERATOR IN ACCORDANCE WITH THE APPROVED PLANS AND SWP3 AND ESC PLAN NOTES THROUGHOUT THE CONSTRUCTION PROCESS.
6. BEFORE STARTING CONSTRUCTION, THE OWNER OR CONTRACTOR OR THEIR DESIGNATED REPRESENTATIVES SHALL SUBMIT A REQUEST VIA THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY TO REQUEST AND SCHEDULE A MANDATORY PRECONSTRUCTION CONFERENCE AND ESC INSPECTION. IF FURTHER ASSISTANCE IS NEEDED, THE TNR PLANNING AND ENGINEERING DIVISION STAFF OR TNR STORM WATER MANAGEMENT PROGRAM STAFF CAN BE CONTACTED BY TELEPHONE AT 512-854-9383.
7. THE CONTRACTOR SHALL KEEP TRAVIS COUNTY TNR ASSIGNED INSPECTION STAFF CURRENT ON THE STATUS OF SITE DEVELOPMENT AND UTILITY CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY TRAVIS COUNTY AND REQUEST PRIORITY INSPECTIONS THROUGH THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY IN ACCORDANCE WITH THE SPECIFIC MILESTONES IN THE CONSTRUCTION SEQUENCING NOTES IN THESE APPROVED PLANS.
8. CONTOUR DATA SOURCE: 2017 LIDAR TECHNOLOGY
9. FILL MATERIAL MUST BE MANAGED AND DISPOSED OF IN ACCORDANCE WITH ALL REQUIREMENTS SPECIFIED IN THE APPROVED PLANS, SWP3, AND THE TRAVIS COUNTY CODE. THE CONTRACTOR SHALL STOCKPILE FILL AND CONSTRUCTION MATERIALS ONLY IN THE AREAS DESIGNATED ON THE APPROVED PLANS AND NOT WITHIN THE 100-YEAR FLOOD PLAIN, WATERWAY SETBACK, CRITICAL ENVIRONMENTAL FEATURE SETBACK, OR OUTSIDE THE LIMITS OF CONSTRUCTION. DISPOSAL OF SOLID WASTE MATERIALS, AS DEFINED BY STATE LAW (E.G., LITTER, TIRES, DECOMPOSABLE WASTES, ETC.) IS PROHIBITED IN PERMANENT FILL SITES.
10. BEFORE DISPOSING ANY EXCESS FILL MATERIAL OFF-SITE, THE CONTRACTOR OR PRIMARY OPERATOR MUST PROVIDE THE COUNTY INSPECTOR DOCUMENTATION THAT DEMONSTRATES THAT ALL REQUIRED PERMITS FOR THE PROPOSED DISPOSAL SITE LOCATION, INCLUDING TRAVIS COUNTY, TCEQ NOTICE, AND OTHER APPLICABLE DEVELOPMENT PERMITS, HAVE BEEN OBTAINED. THE OWNER OR PRIMARY OPERATOR MUST REVISE THE SWP3 AND ESC PLAN IF HANDLING OR PLACEMENT OF EXCESS FILL ON THE CONSTRUCTION SITE IS REVISED FROM THE EXISTING SWP3. IF THE FILL DISPOSAL LOCATION IS OUTSIDE TRAVIS COUNTY OR DOES NOT REQUIRE A DEVELOPMENT PERMIT, THE CONTRACTOR OR PRIMARY OPERATOR MUST PROVIDE THE COUNTY INSPECTOR THE SITE ADDRESS, CONTACT INFORMATION FOR THE PROPERTY OWNER OF THE FILL.
11. THE DESIGN ENGINEER IS RESPONSIBLE FOR THE ADEQUACY OF THE CONSTRUCTION PLANS. IN REVIEWING THE CONSTRUCTION PLANS, TRAVIS COUNTY WILL RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
12. IN THE EVENT OF ANY CONFLICTS BETWEEN THE CONTENT IN THE SWP3 SITE NOTEBOOK AND THE CONTENT IN THE CONSTRUCTION PLANS APPROVED BY TRAVIS COUNTY, THE CONSTRUCTION PLANS SHALL TAKE PRECEDENCE.
13. A MINIMUM OF TWO SURVEY BENCHMARKS SHALL BE SET, INCLUDING DESCRIPTION, LOCATION, AND ELEVATION; THE BENCHMARKS SHOULD BE TIED TO A TRAVIS COUNTY CONTROL BENCHMARK WHEN POSSIBLE.
14. ANY EXISTING PAVEMENT, CURBS, SIDEWALKS, OR DRAINAGE STRUCTURES WITHIN COUNTY RIGHT-OF-WAY WHICH ARE DAMAGED, REMOVED, OR SLITED, WILL BE REPAIRED BY THE CONTRACTOR AT OWNER OR CONTRACTOR'S EXPENSE BEFORE APPROVAL AND ACCEPTANCE OF THE CONSTRUCTION BY TRAVIS COUNTY.
15. CALL THE TEXAS EXCAVATION SAFETY SYSTEM AT 8-1-1 AT LEAST 2 BUSINESS DAYS BEFORE BEGINNING EXCAVATION ACTIVITIES.
16. ALL STORM SEWER PIPES SHALL BE CLASS III RCP, UNLESS OTHERWISE NOTED.
17. CONTRACTOR IS REQUIRED TO OBTAIN A UTILITY INSTALLATION PERMIT IN ACCORDANCE WITH TRAVIS COUNTY CODE SECTION 482.901(A)(3) BEFORE ANY CONSTRUCTION OF UTILITIES WITHIN ANY TRAVIS COUNTY RIGHT-OF-WAY.
18. THIS PROJECT IS LOCATED ON FLOOD INSURANCE RATE MAP 48453C06290J.
19. TEMPORARY STABILIZATION MUST BE PERFORMED IN ALL DISTURBED AREAS THAT HAVE CEASED CONSTRUCTION ACTIVITIES FOR 14 DAYS OR LONGER, IN ACCORDANCE WITH THE STANDARDS DESCRIBED IN THE SWP3 AND ESC PLAN SHEET NOTES.
20. PERMANENT SITE STABILIZATION/RE-VEGETATION MUST BE PERFORMED IMMEDIATELY IN ALL SITE AREAS WHICH ARE AT FINAL PLAN GRADE AND IN ALL SITE AREAS SPECIFIED IN THE APPROVED PLANS FOR PHASED RE-VEGETATION, IN ACCORDANCE WITH THE STANDARDS DESCRIBED IN THE SWP3 AND ESC PLAN SHEET NOTES.
21. ALL TREES WITHIN THE RIGHT-OF-WAY AND DRAINAGE EASEMENTS SHALL BE SAVED OR REMOVED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS. TRAVIS COUNTY TREE PRESERVATION STANDARDS IN TRAVIS COUNTY CODE SECTION 482.973, INCLUDING INSTALLATION AND MAINTENANCE OF ALL SPECIFIED TREE PROTECTION MEASURES, MUST BE FOLLOWED DURING CONSTRUCTION.

9. COMPLETE PERMANENT WATER QUALITY CONTROLS. BEGIN COMPLETION OF PERMANENT WATER QUALITY CONTROL(S) AND INSTALL THE UNDERDRAIN PER APPROVED PLANS, WHEN APPLICABLE. A. REMOVE CONSTRUCTION SEDIMENT, RE- ESTABLISH THE BASIN

- THE OWNER OR PRIMARY OPERATOR SHALL UPLOAD EACH REQUIRED SWP3 OR ESC PLAN INSPECTION REPORT TO THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY. AN ALTERNATE METHOD OF REPORT SUBMITTAL MAY BE USED IF APPROVED BY THE COUNTY INSPECTOR.



Schedule									Statistics						
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Light Loss Factor	Wattage	Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
	LF1	13	OCL	ELI 010A 36 GW XXX LED1 30K UNV DM1 XX	36" WALL SCONCE	LED	0.95	25	SITE		1.2 fc	17.1 fc	0.0 fc	N/A	N/A
	LF3	13	KUZZO LIGHTING	EW45102-BK	WALL MOUNT / EXTERIOR WALL	LED	0.95	8.4							
	LF5	4	LITHONIA	WDGE1 LED P2 30K 80CRI VW MVOLT SRM XX	WALL PACK	LED	0.95	15.0178							
	R4	2	LITHONIA	RSX1 LED P4 30K R4 MVOLT SPA CONTROLS FINISH	AREA LIGHT	LED	0.9	133.14							
	R5	2	LITHONIA	RSX1 LED P4 30K R5 MVOLT SPA CONTROLS FINISH	AREA LIGHT	LED	0.9	133.14							



Plan View  
Scale - 1" = 20ft

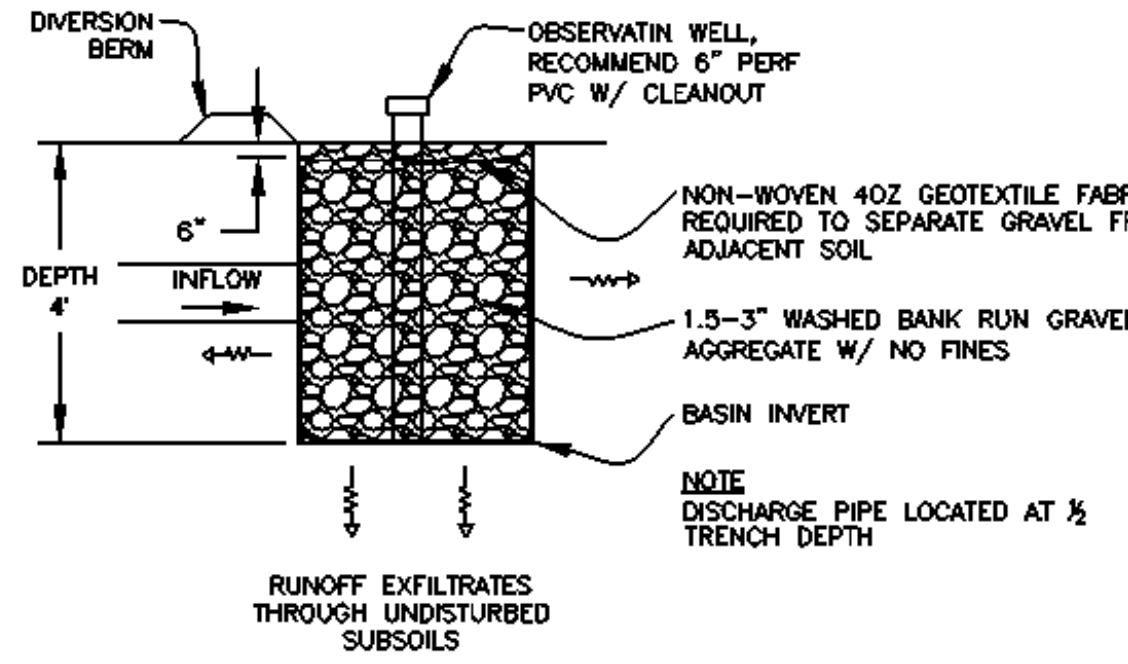
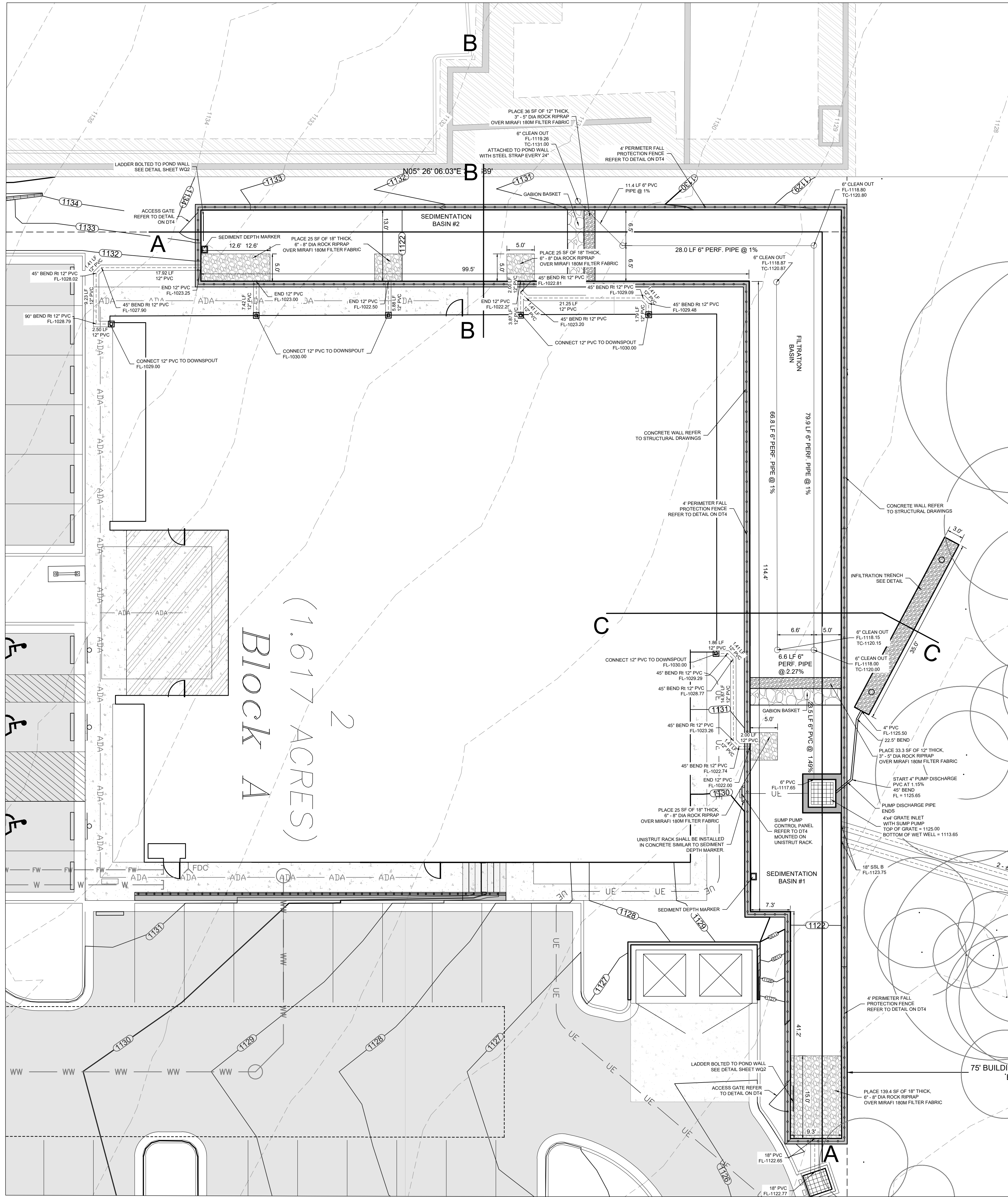






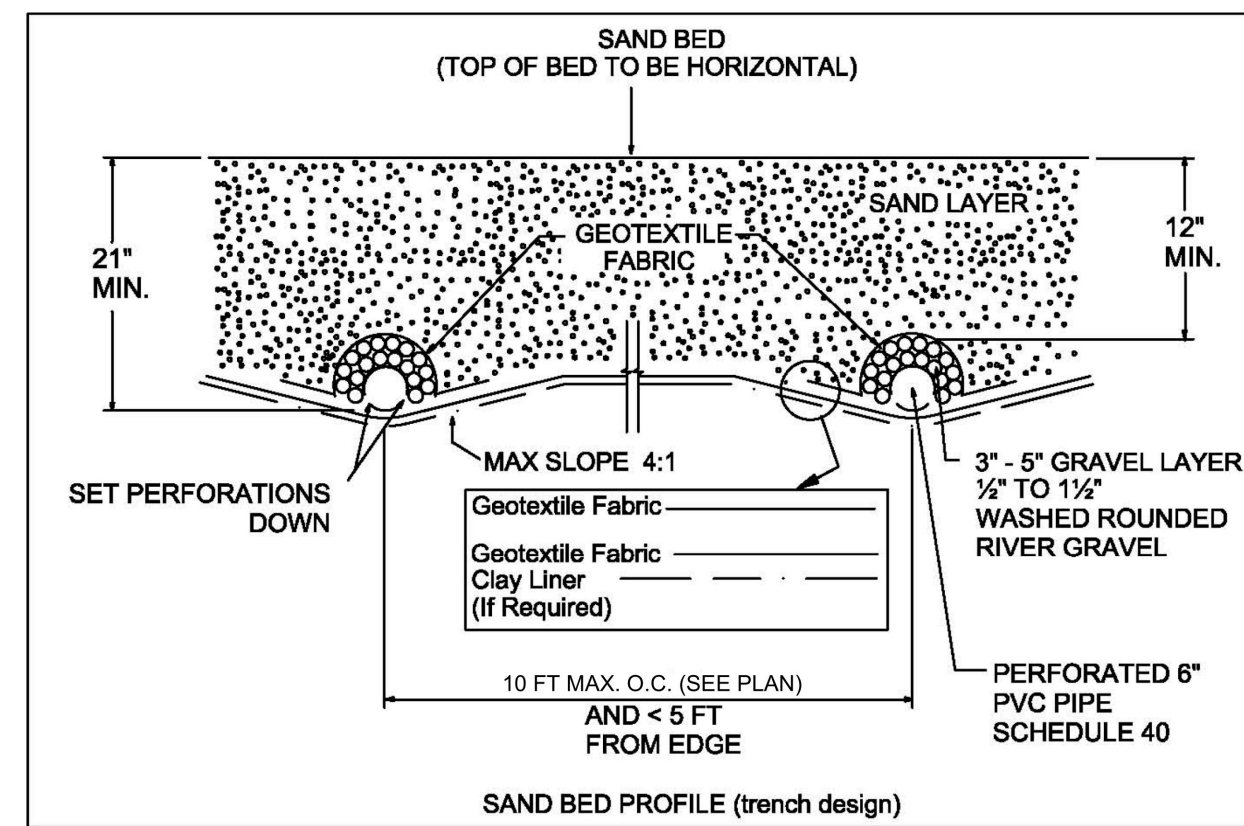






**NOTES**  
\* NO PORTION OF THE TRENCH CAN BE USED TO COLLECT OR TREAT CONSTRUCTION-PHASE RUNOFF. NO RUNOFF SHALL BE RECEIVED UNTIL SITE IS COMPLETELY STABILIZED.  
\* SOIL INFILTRATION RATE BETWEEN 0.3-5.0 IN/HR R.O.D.  
\* > 3" SEPARATION BETWEEN BASIN INVERT AND HIGH WATER MARK  
\* > 1" SEPARATION BETWEEN BASIN INVERT AND BEDROCK

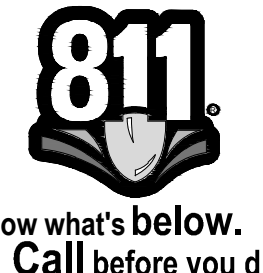
**INFILTRATION TRENCH DETAIL**  
N.T.S.



**GEOTEXTILE FABRIC NOTES:**  
-MUST BE PLACED ON TOP AND BOTTOM OF GEOMEMBRANE  
-MINIMUM UNIT WEIGHT = 8 OZ./YD<sup>2</sup>  
-MINIMUM FILTRATION RATE = 0.08IN./SEC.  
-MINIMUM PUNCTURE STRENGTH = 125 LBS  
-MINIMUM MULLEN BURST STRENGTH = 400 PSI  
-MINIMUM TENSILE STRENGTH = 200 LBS  
-MINIMUM EQUIVALENT OPENING SIZE = NO. 80  
**SAND BED PROFILE (TRENCH DESIGN)**  
(N.T.S.)

City of Austin Rock Riprap Gradation Table								
Rock Riprap Class by Median Particle Diameter (D50)		D15 (in)		D50 (in)		D85 (in)		D100 (in)
Class	Diameter (in)	Min	Max	Min	Max	Min	Max	Max
I	6	3.7	5.2	5.7	6.9	7.8	9.2	12
II	9	5.5	7.8	8.5	10.5	11.5	14	18
III	12	7.3	10.5	11.5	14	15.5	18.5	24
IV	15	9.2	13	14.5	17.5	19.5	23	30
V	18	11	15.5	17	20.5	23.5	27.5	36
VI	21	13	18.5	20	24	27.5	32.5	42
VII	24	14.5	21	23	27.5	31	37	48
VIII	30	18.5	26	28.5	34.5	39	46	60
IX	36	22	31.5	34	41.5	47	55.5	72
X	42	25.5	36.5	40	48.5	54.5	64.5	84

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



FAMILY DENTAL CENTER  
SITE PLAN

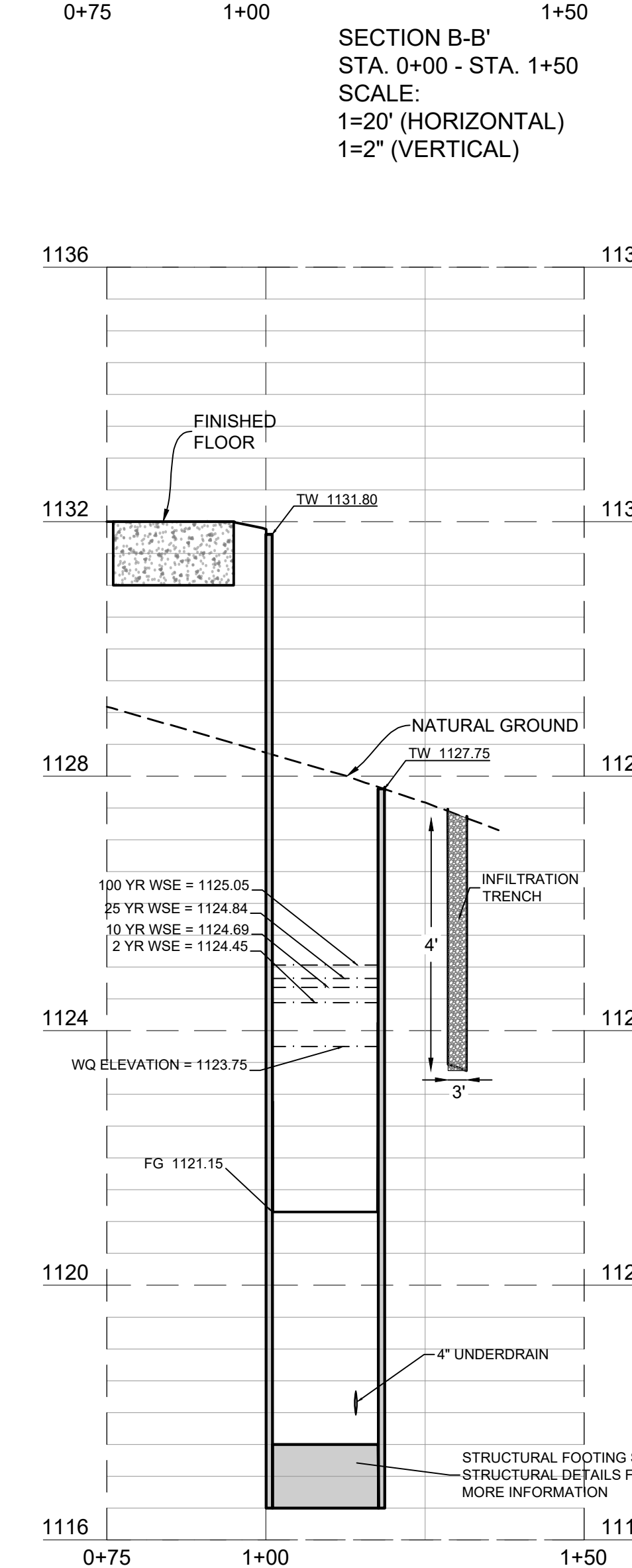
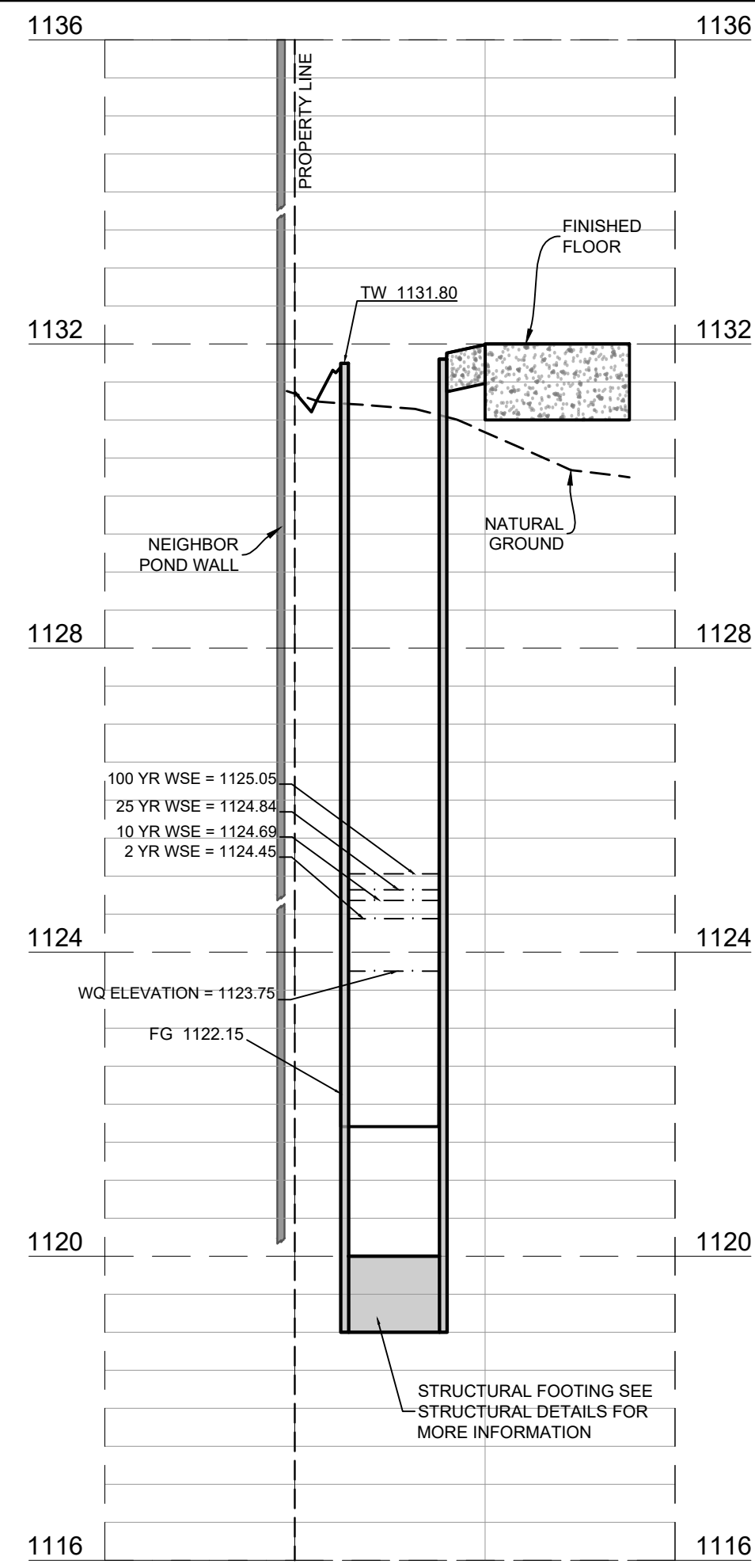
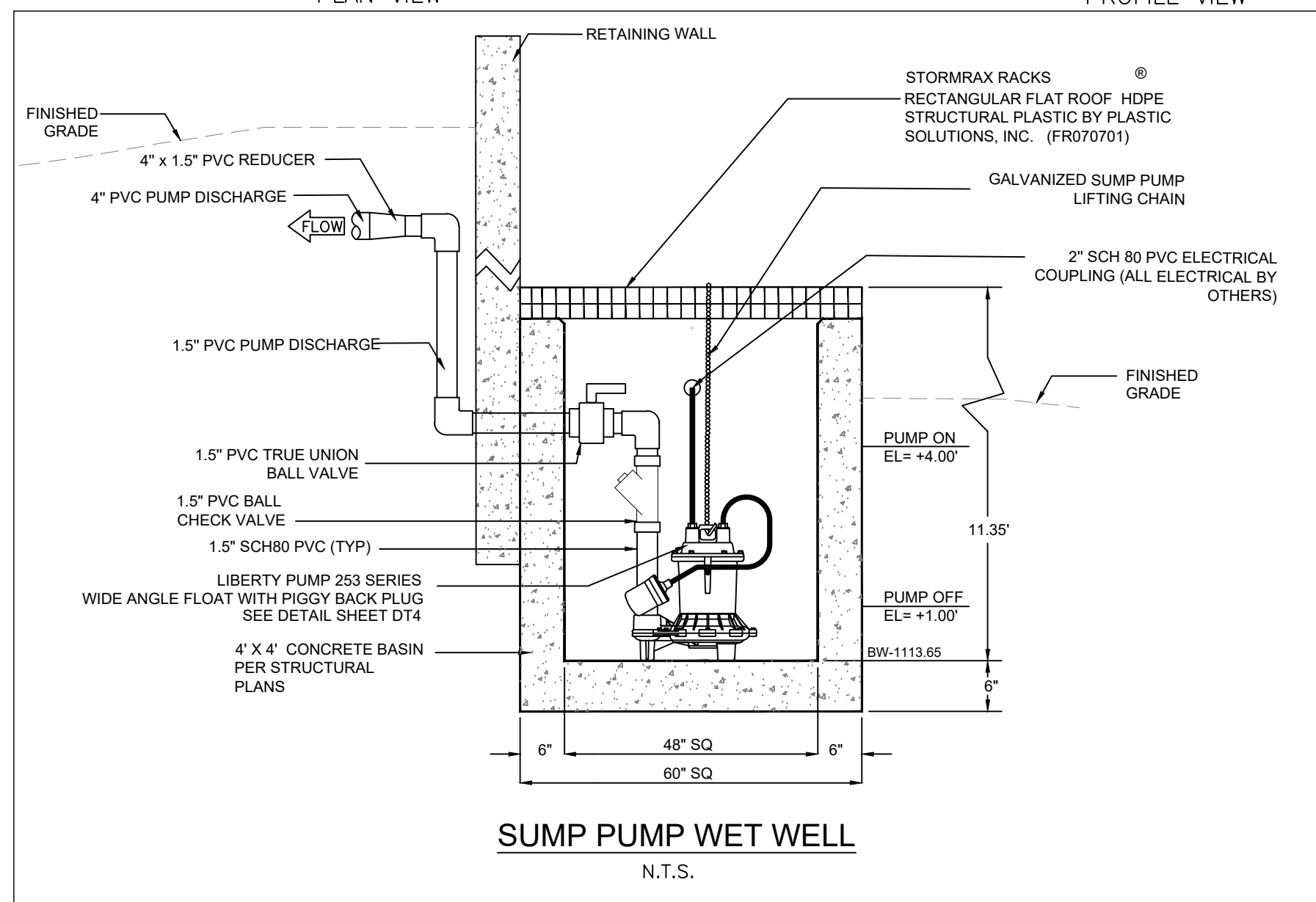
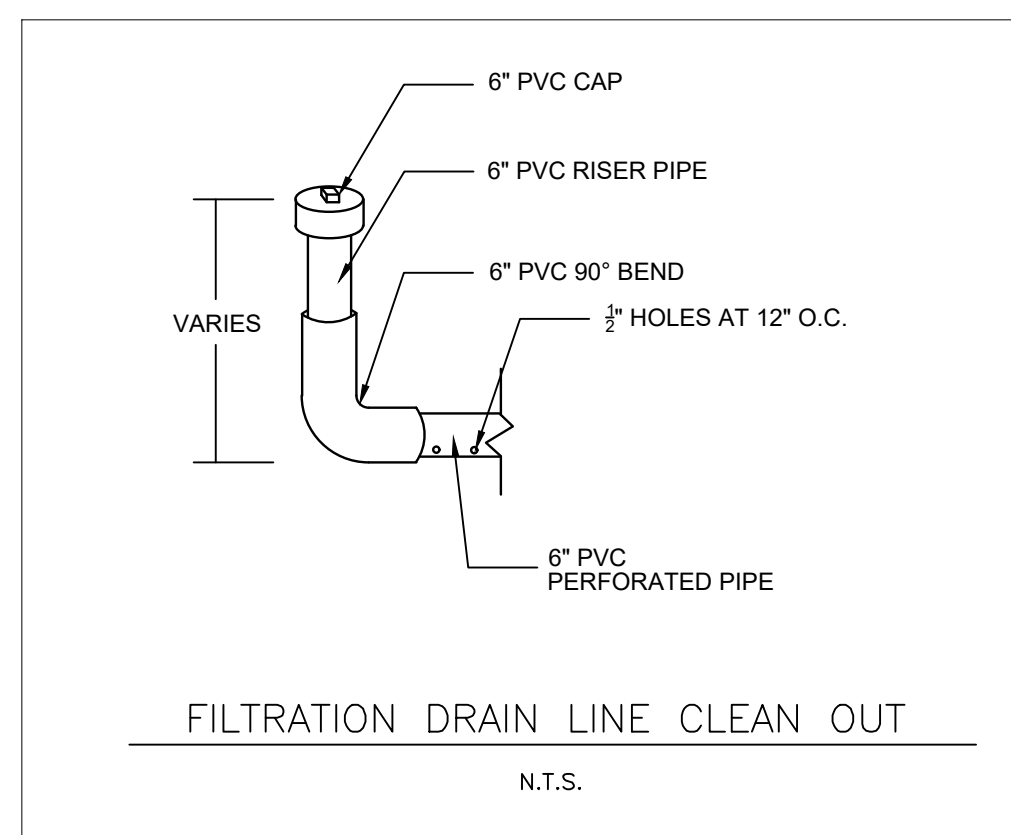
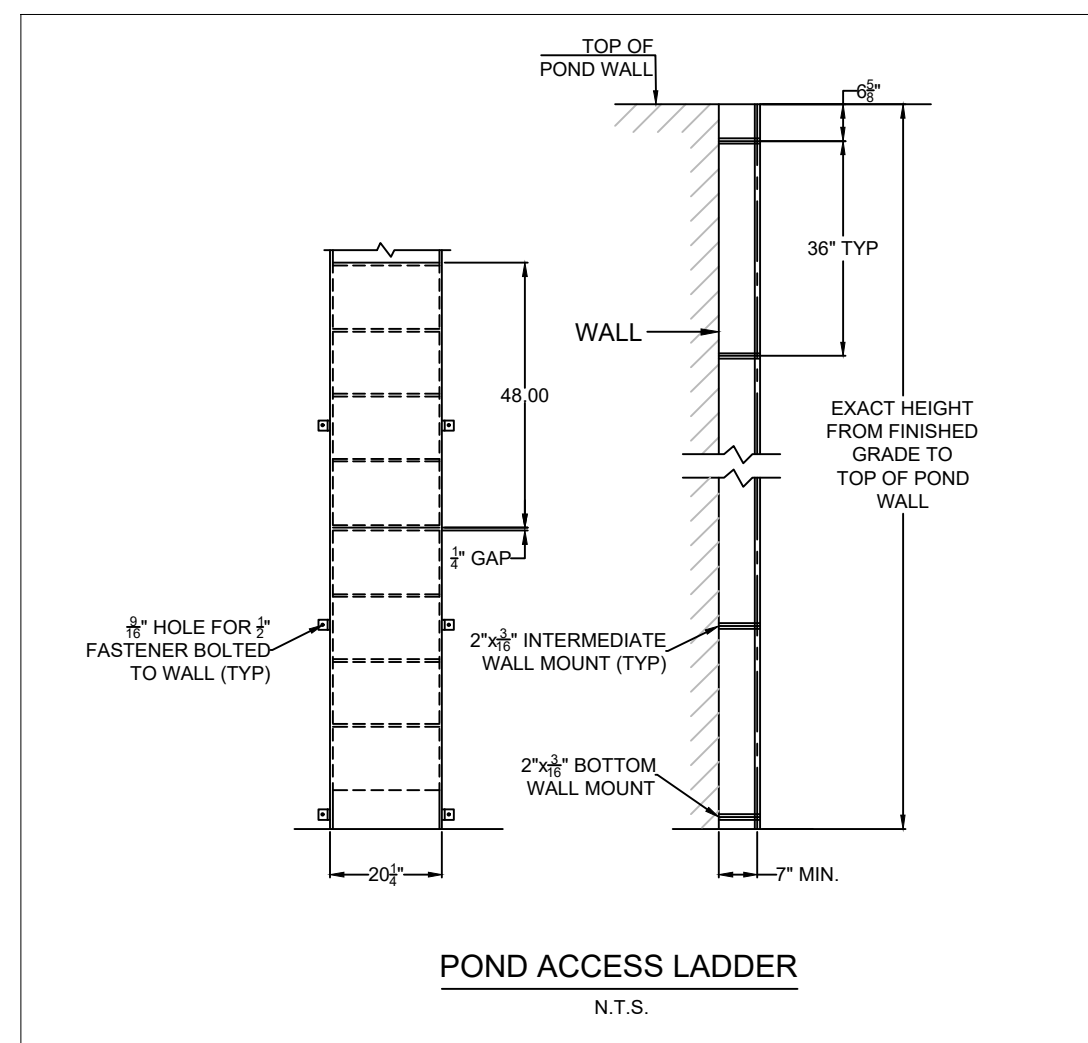
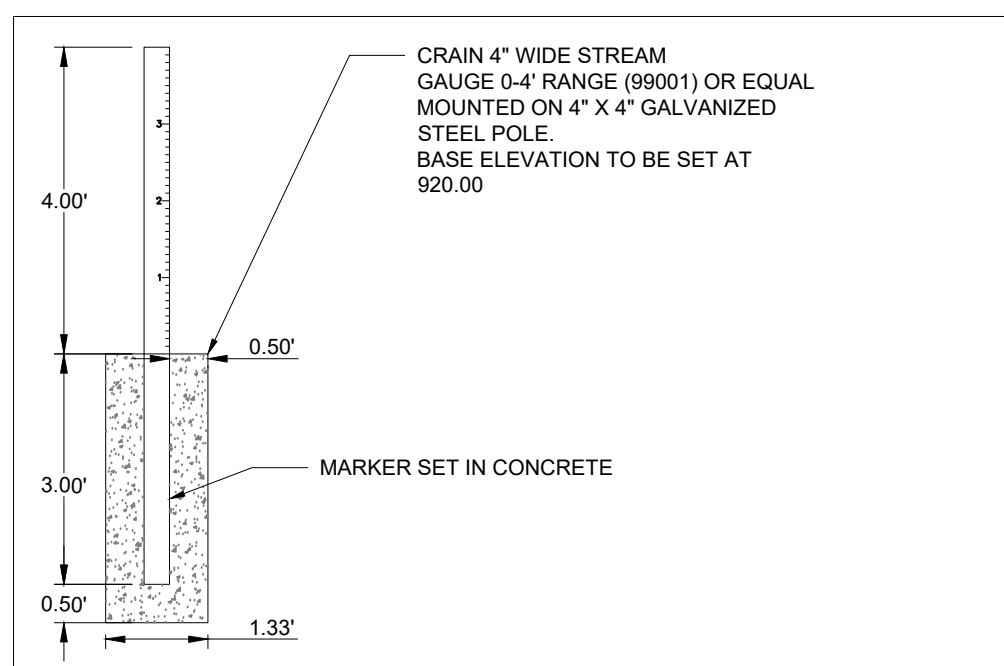
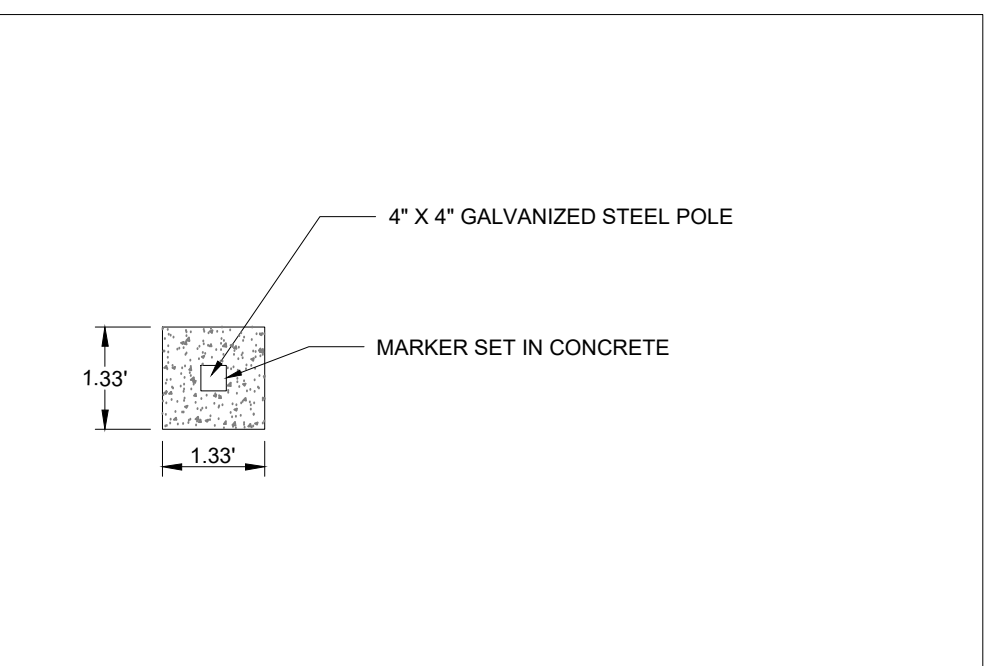
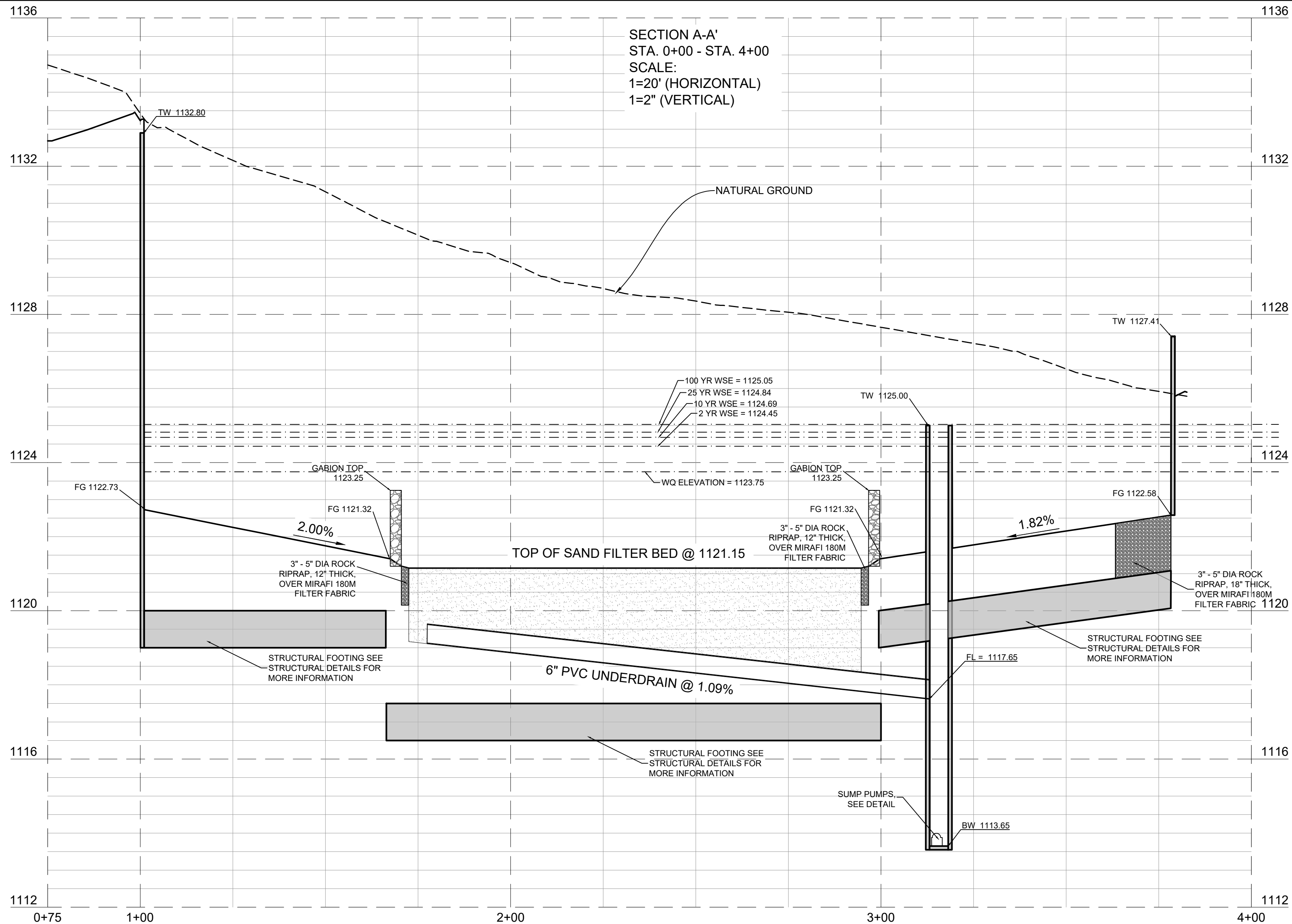
REVISIONS		DATE
NO.	DESCRIPTION	BY

DATE: 6/30/2023  
DESIGNED BY:   
DRAWN BY:   
CHECKED BY:   
DRAWING NAME: A262-1001 WQ 1.dwg



**LJA Engineering, Inc.**  
2700 La Frontera Blvd  
Suite 150  
Round Rock, TX 78681  
Phone 512.439.4700  
Fax 512.439.4716  
FRN - F-1386

JOB NUMBER:  
A629-1001  
**WQ 1**  
SHEET NO.  
15  
OF 37 SHEETS



Texas Commission on Environmental Quality

TSS Removal Calculations 04-20-2009

Project Name: Bella Colinas Commercial  
Date Prepared: 3/20/2023

1. The Required Load Reduction for the total project:

Page 3-29 Equation 3.3:  $L_M = 27.2(A_N \times P)$

where:

$L_M$  TOTAL PROJECT = Required TSS removal resulting from the proposed development = 80% of increased load  
 $A_N$  = Net increase in impervious area for the project  
 $P$  = Average annual precipitation, inches

Site Data: Determine Required Load Removal Based on the Entire Project

County =	Travis
Total project area included in plan =	1.62 acres
Predevelopment impervious area within the limits of the plan =	0.00 acres
Total post-development impervious area within the limits of the plan =	0.72 acres
Total post-development impervious cover fraction =	0.45
P =	32 inches

$L_M$  TOTAL PROJECT = 628 lbs.  
Number of drainage basins / outfalls areas leaving the plan area = 1

2. Drainage Basin Parameters (This information should be provided for each basin):

Drainage Basin/Outfall Area No. = 1

Total drainage basin/outfall area =	0.91 acres
Predevelopment impervious area within drainage basin/outfall area =	0.00 acres
Post-development impervious area within drainage basin/outfall area =	0.68 acres
Post-development impervious fraction within drainage basin/outfall area =	0.75
$L_M$ THIS BASIN =	591 lbs.

3. Indicate the proposed BMP Code for this basin.

Proposed BMP = Sand Filter  
Removal efficiency = 89 percent

4. Calculate Maximum TSS Load Removed ( $L_R$ ) for this Drainage Basin by the selected BMP Type.

RG-348 Page 3-33 Equation 3.7:  $L_R = (BMP \text{ efficiency}) \times P \times (A_i \times 34.6 + A_p \times 0.54)$

where:

$A_C$  = Total On-Site drainage area in the BMP catchment area  
 $A_i$  = Impervious area proposed in the BMP catchment area  
 $A_p$  = Pervious area remaining in the BMP catchment area  
 $L_R$  = TSS Load removed from this catchment area by the proposed BMP

$A_C$ =	0.91 acres
$A_i$ =	0.68 acres
$A_p$ =	0.23 acres
$L_R$ =	673 lbs.

5. Calculate Fraction of Annual Runoff to Treat the drainage basin / outfall area

Desired  $L_M$  THIS BASIN = 628 lbs.

F = 0.93

6. Calculate Capture Volume required by the BMP Type for this drainage basin / outfall area.

Rainfall Depth =	2.20 inches
Post Development Runoff Coefficient =	0.56
On-site Water Quality Volume =	4050 cubic feet

Off-site area draining to BMP =	0.00 acres
Off-site impervious cover draining to BMP =	0.00 acres
Impervious fraction of off-site area =	0
Off-site Runoff Coefficient =	0.00
Off-site Water Quality Volume =	0 cubic feet

Storage for Sediment = 810

Total Capture Volume (required water quality volume(s) x 1.20) = 4860 cubic feet

9. Filter area for Sand Filters

9B. Partial Sedimentation and Filtration System

Water Quality Volume for combined basins = 4860 cubic feet

Minimum filter basin area = 405 square feet

Maximum sedimentation basin area = 1620 square feet For minimum water depth of 2'

Minimum sedimentation basin area = 101 square feet For maximum water depth of 8'

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811 Know what's below. Call before you dig.

FAMILY DENTAL CENTER  
SITE PLAN

WATER QUALITY POND SECTIONS & NOTES

NO.	REVISIONS	DESCRIPTION	BY	DATE

DATE: 6/30/2023  
DESIGNED BY: JUSTIN C. MADDIX  
DRAWN BY: JUSTIN C. MADDIX  
CHECKED BY: JUSTIN C. MADDIX  
DRAWING NAME: A629-1001 WQ 2.dwg



**LJA Engineering, Inc.**  
2700 La Frontera Blvd  
Suite 150  
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Phone 512.439.4700  
Fax 512.439.4716  
FRN - F-1386

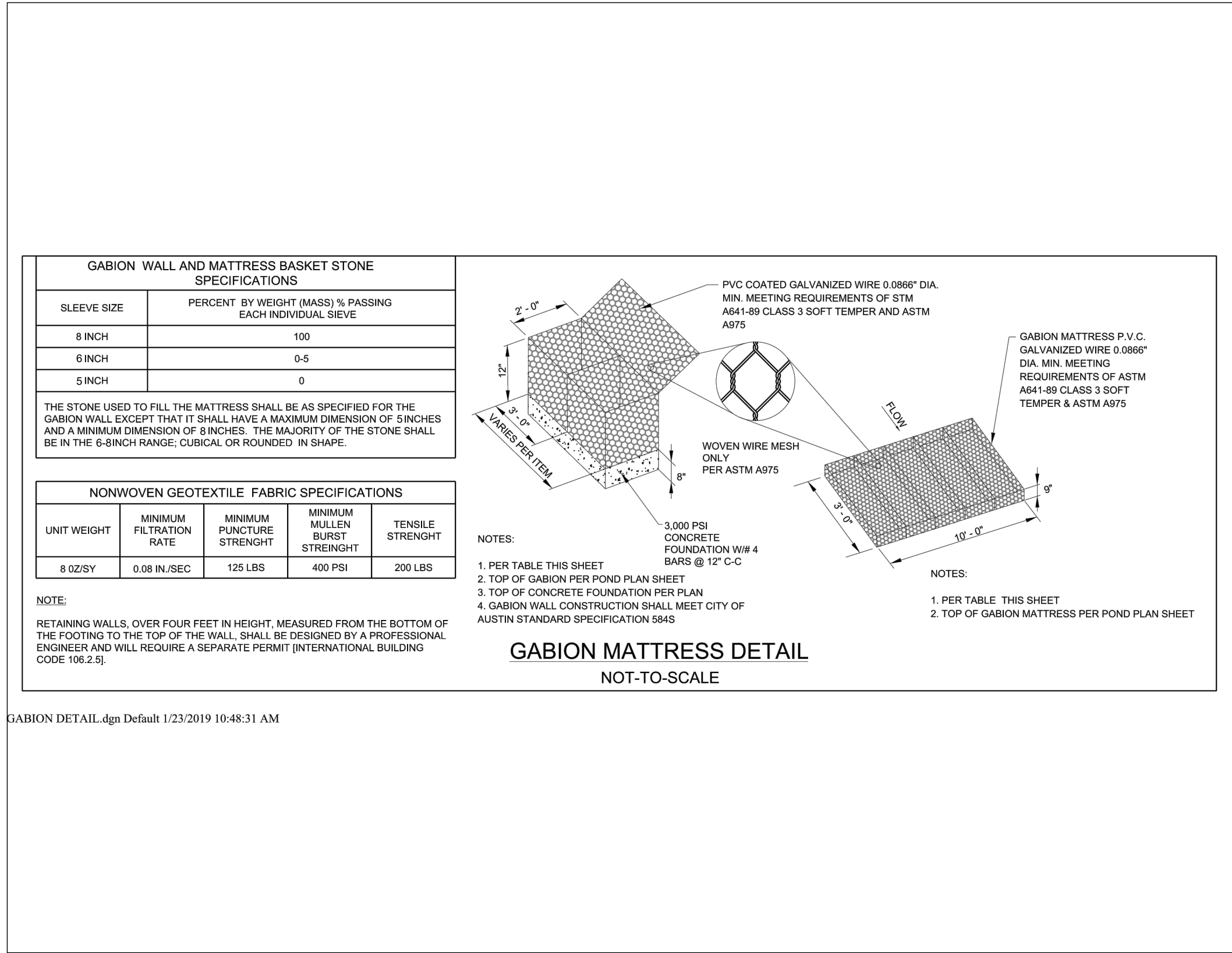
JOB NUMBER: A629-1001

WQ 2

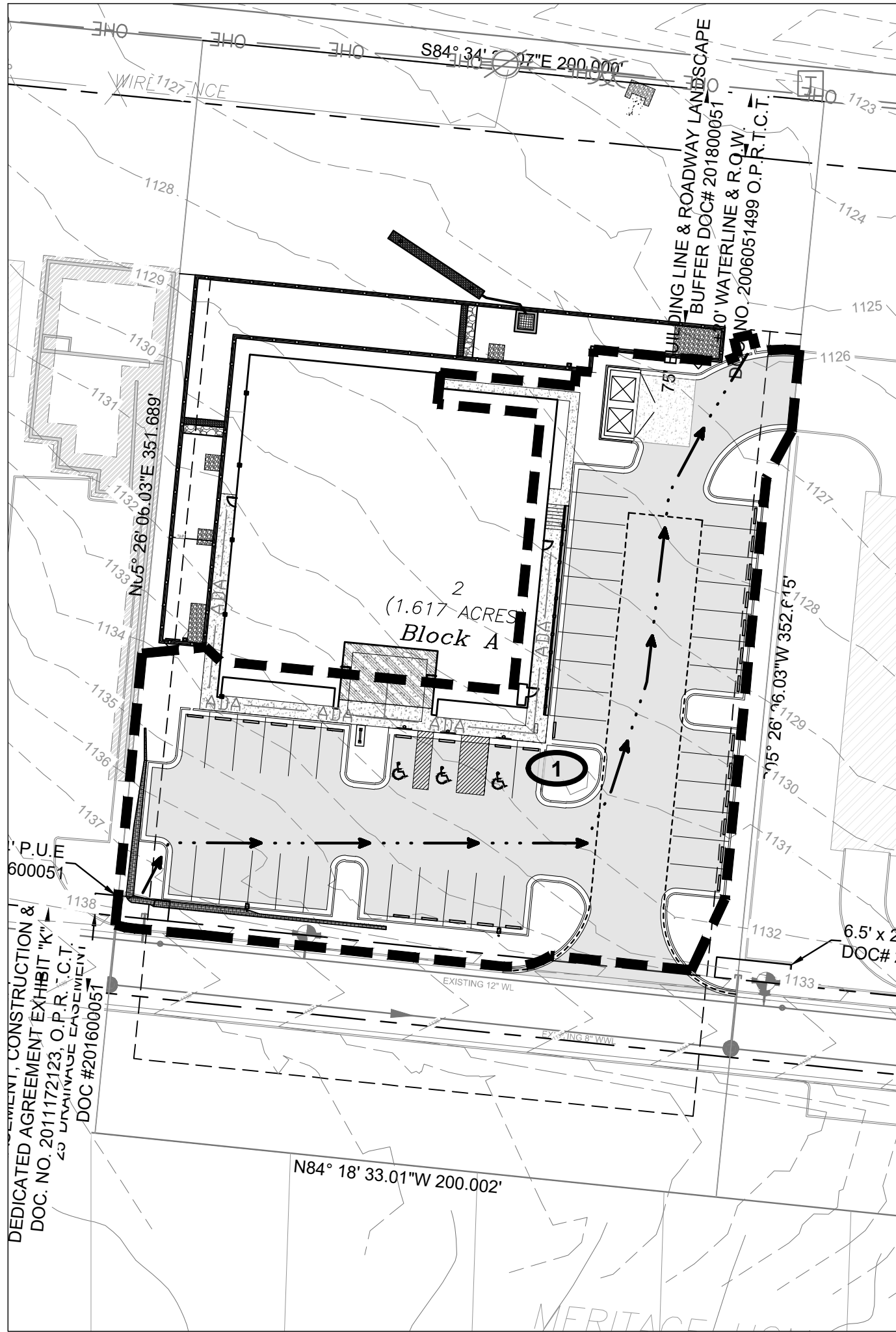
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OF 37 SHEETS





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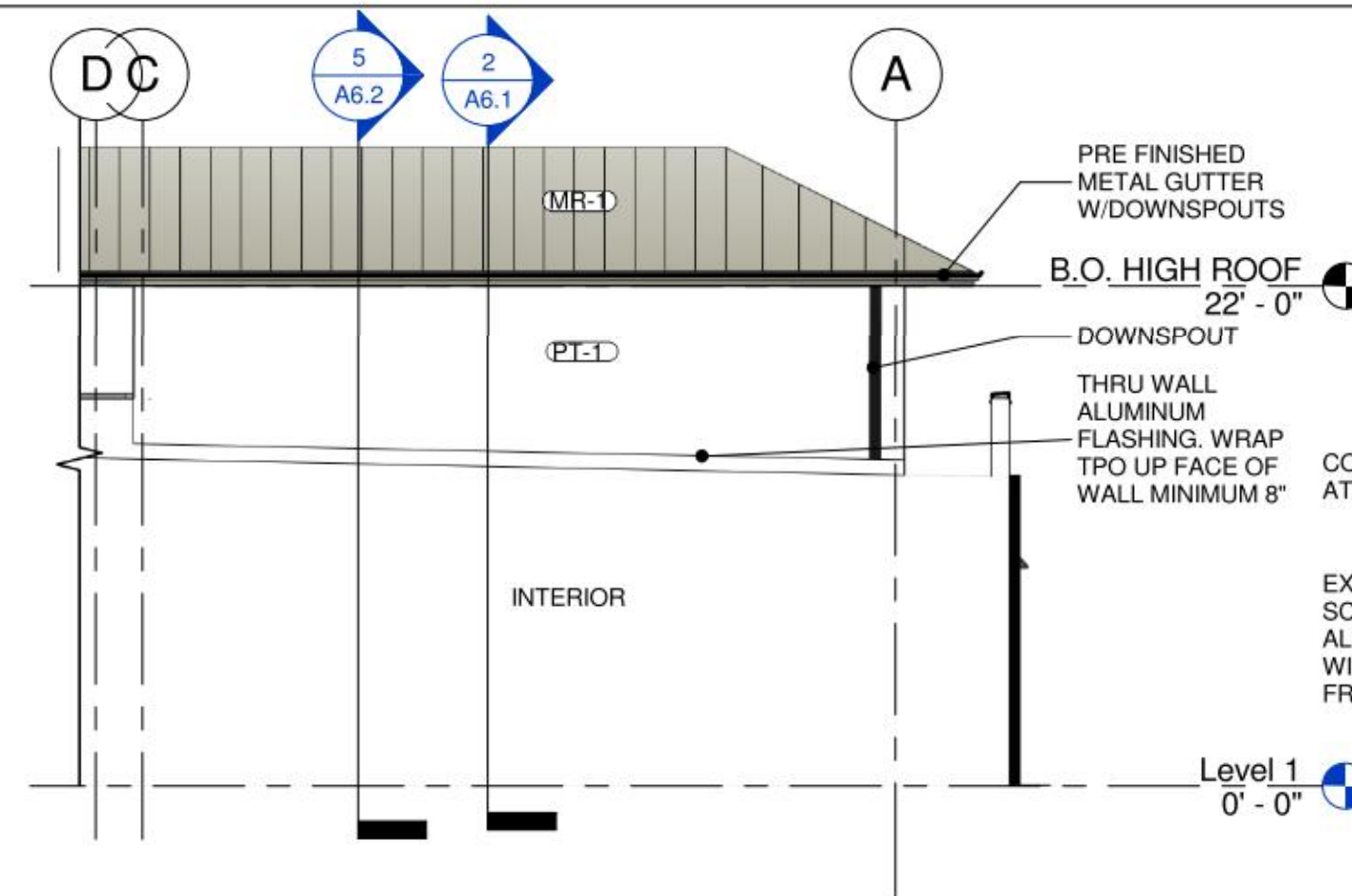


## TOTAL FINISH PERCENTAGES

NORTH EXTERIOR FINISHES	AREA	PERCENTAGE
MASONRY (STONE)	3,222	43%
STUCCO	2,208	30%
METAL PANEL (WOOD LOOK)	192	3%
GLAZING	1,840	24%
TOTAL	7,762	100%

## EXTERIOR FINISHES

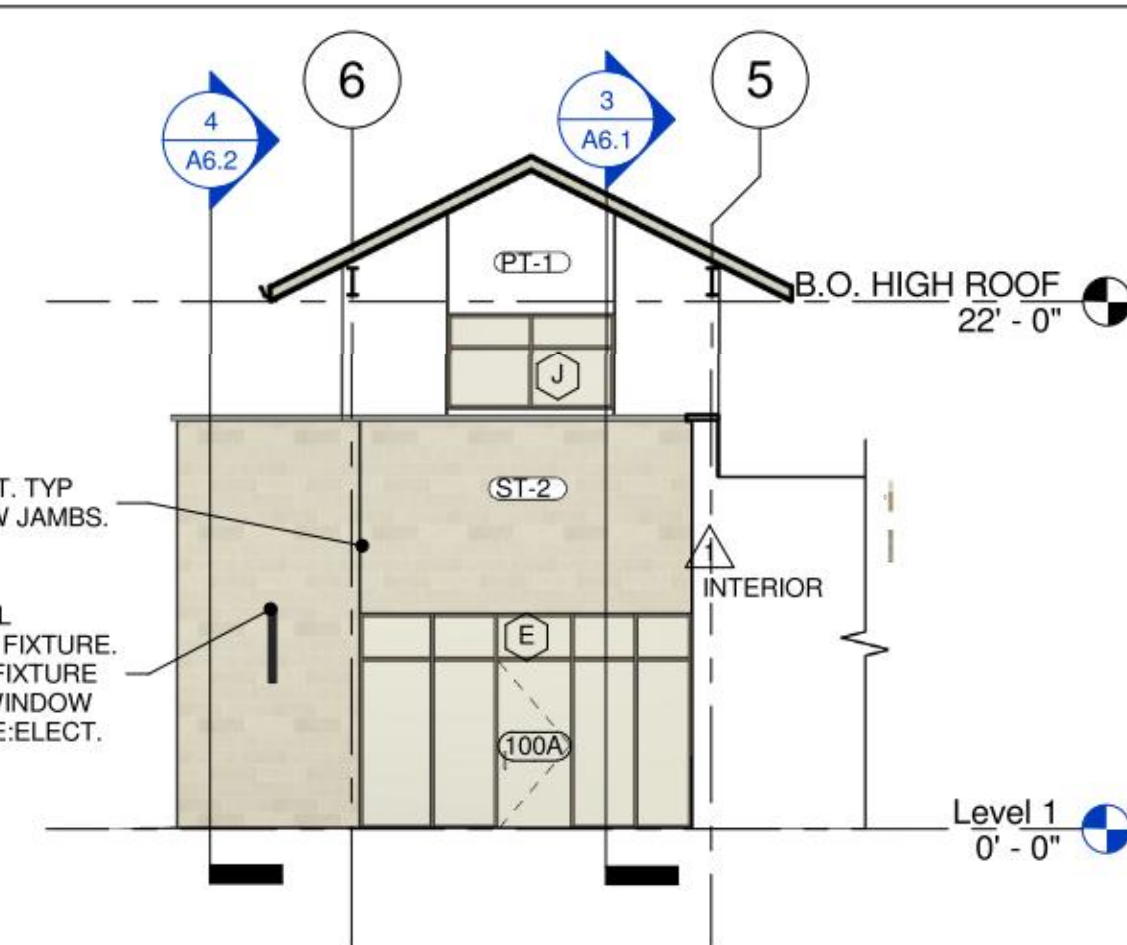
SYMBOL	MATERIAL	MANUFACTURER	MODEL	COLOR	REFER
(ST-1)	MASONRY (STONE)	CONTINENTAL CUT STONE	ROUGH 4" 6" 8"	AUSTIN BROWN	SPECS
(ST-2)	MASONRY (STONE)	CONTINENTAL CUT STONE	SMOOTH	TEXAS "CORDOVA" CREAM	SPECS
(PT-1)	STUCCO	-	-	SW 7541 GRECIAN IVORY	SPECS
(MT-1)	METAL PANEL (WOOD LOOK)	-	-	WOOD LOOK	SPECS
(MR-1)	STANDING SEAM METAL ROOF	BERRIDGE	ZEE LOCK	DARK BRONZE	SPECS
(GL-1)	GLAZING	VITRO	SOLARBAN R77	SOLAR GRAY	SPECS



**7 EXTERIOR ELEVATION - NORTH**

1/8" = 1'-0"

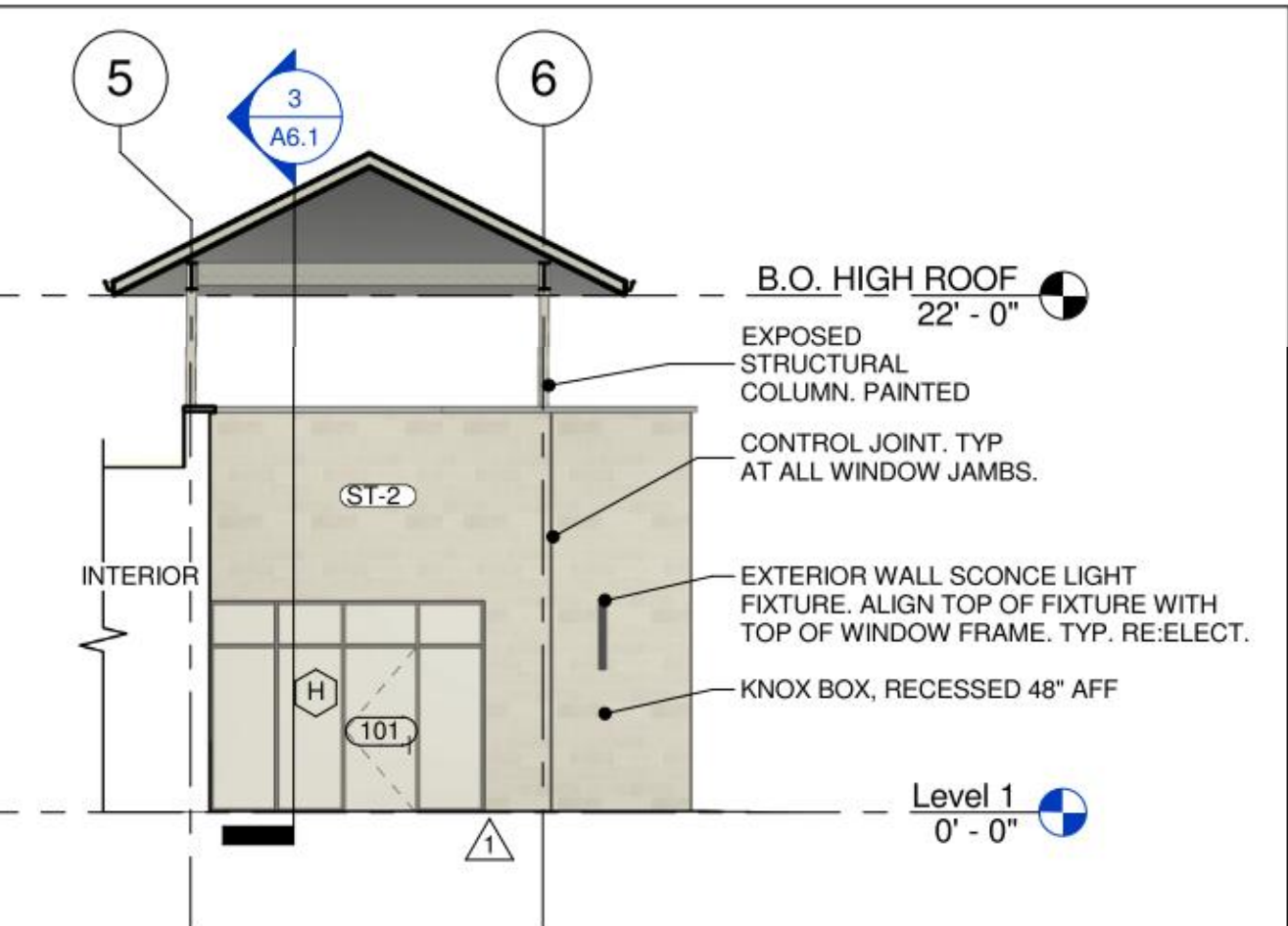
NORTH EXTERIOR FINISHES	AREA	PERCENTAGE
MATERIAL	276	100%
STUCCO	276	100%
TOTAL	276	100%



**6 EXTERIOR ELEVATION - WEST ENTRY**

1/8" = 1'-0"

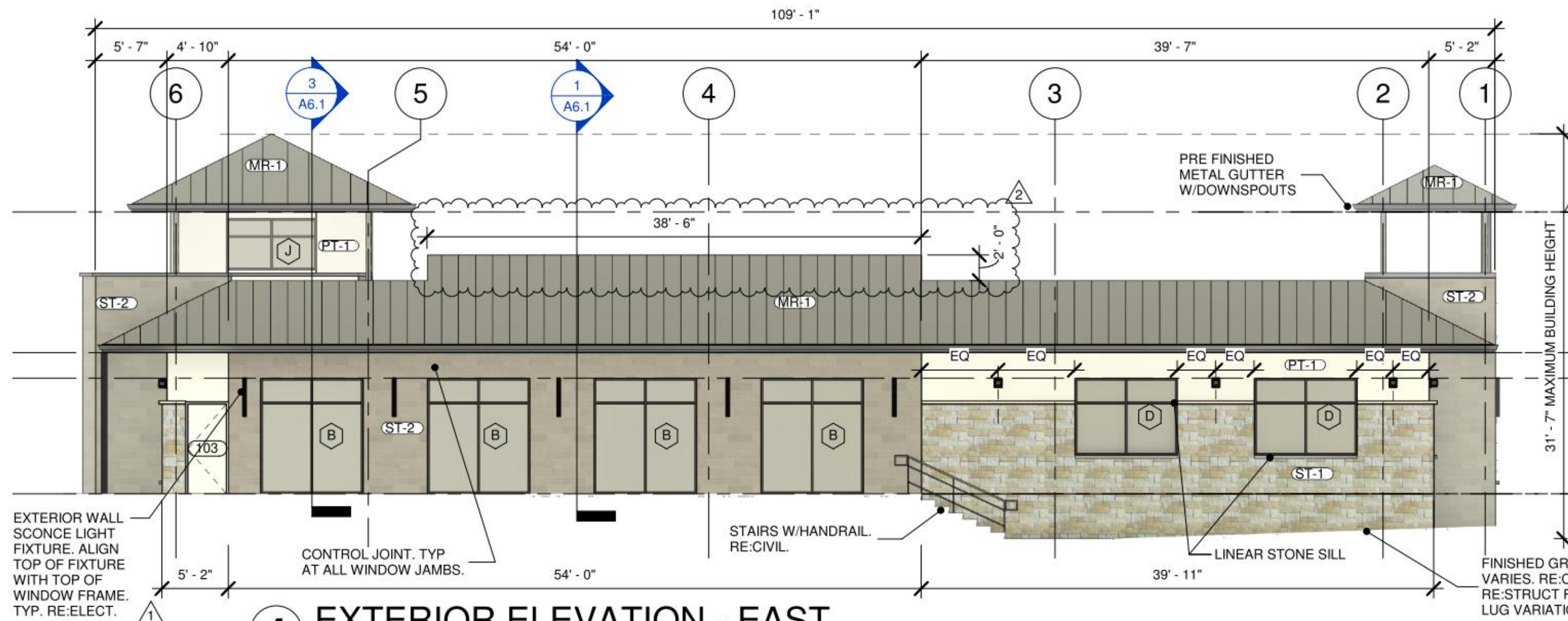
WEST ENTRY EXTERIOR FINISHES	AREA	PERCENTAGE
MATERIAL	251	50%
MASONRY (STONE)	100	20%
STUCCO	152	30%
GLAZING	503	100%
TOTAL	503	100%



**5 EXTERIOR ELEVATION - EAST ENTRY**

1/8" = 1'-0"

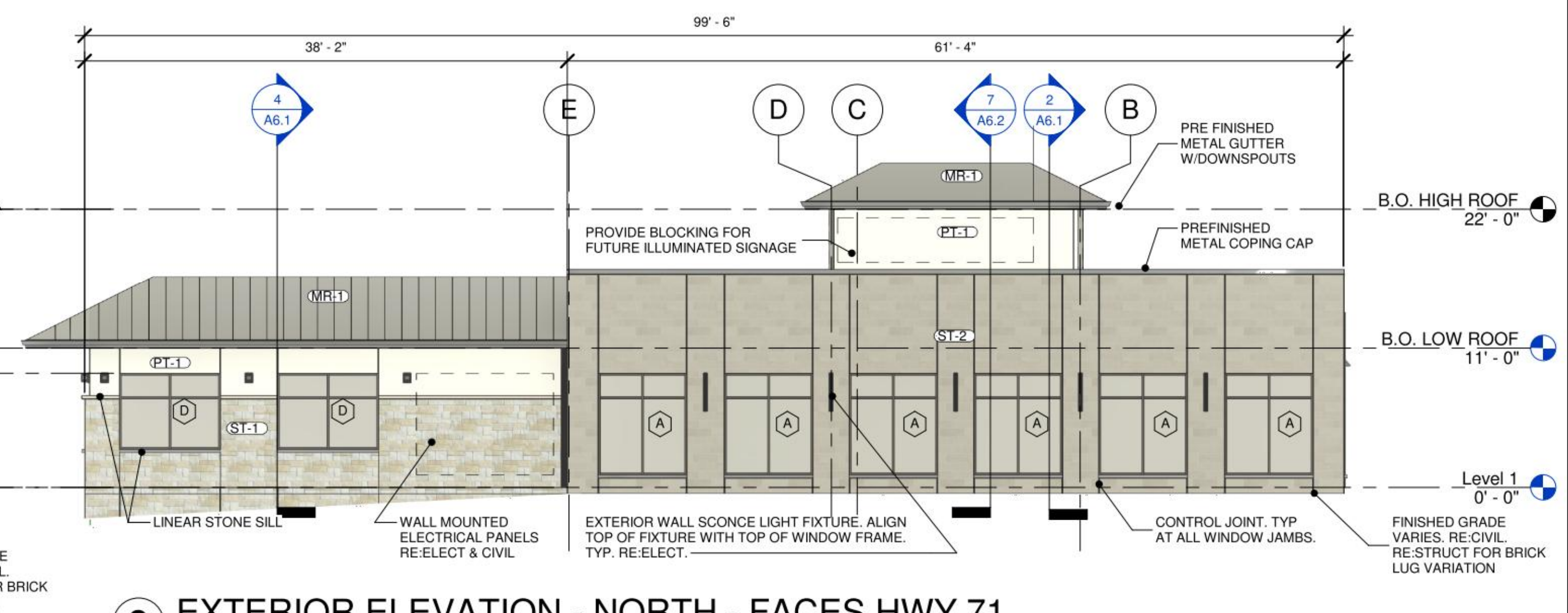
EAST ENTRY EXTERIOR FINISHES	AREA	PERCENTAGE
MATERIAL	247	70%
MASONRY (STONE)	106	30%
STUCCO	353	100%
GLAZING		
TOTAL		



**4 EXTERIOR ELEVATION - EAST**

1/8" = 1'-0"

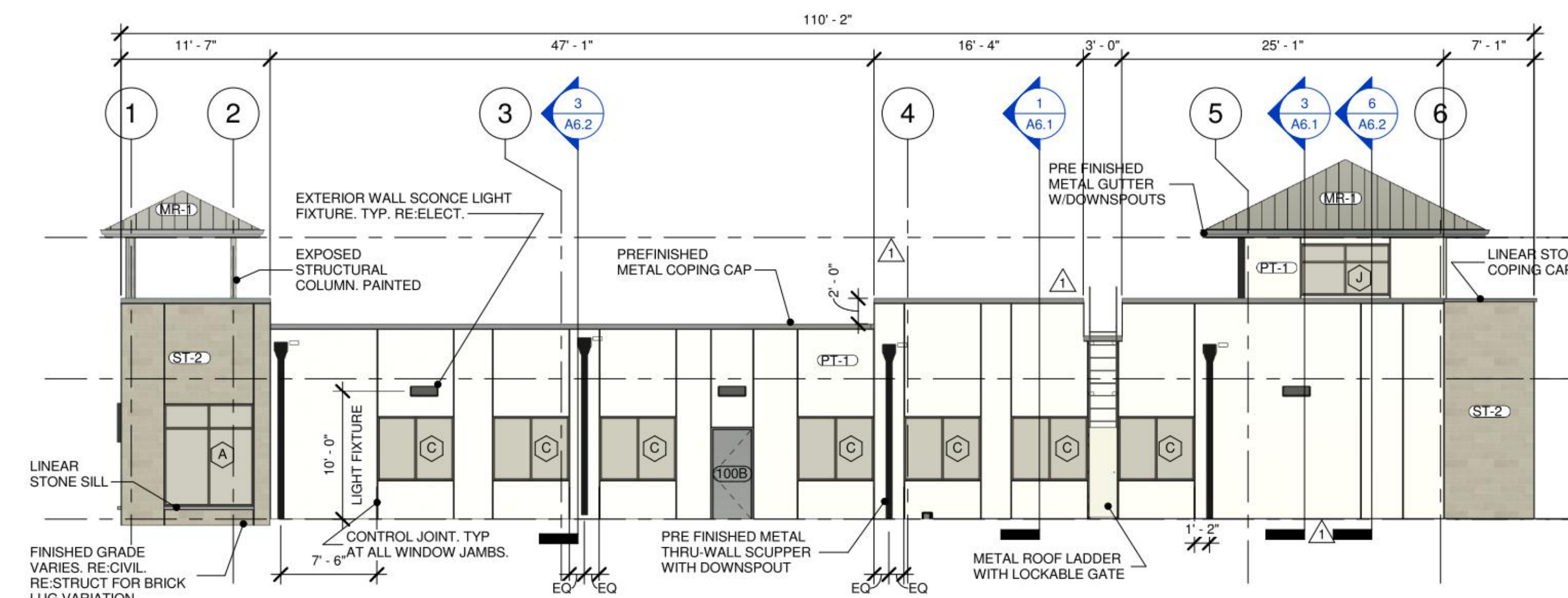
EAST EXTERIOR FINISHES	AREA	PERCENTAGE
MATERIAL	761	59%
MASONRY (STONE)	140	11%
STUCCO	383	30%
GLAZING	1,284	100%
TOTAL		



**3 EXTERIOR ELEVATION - NORTH - FACES HWY 71**

1/8" = 1'-0"

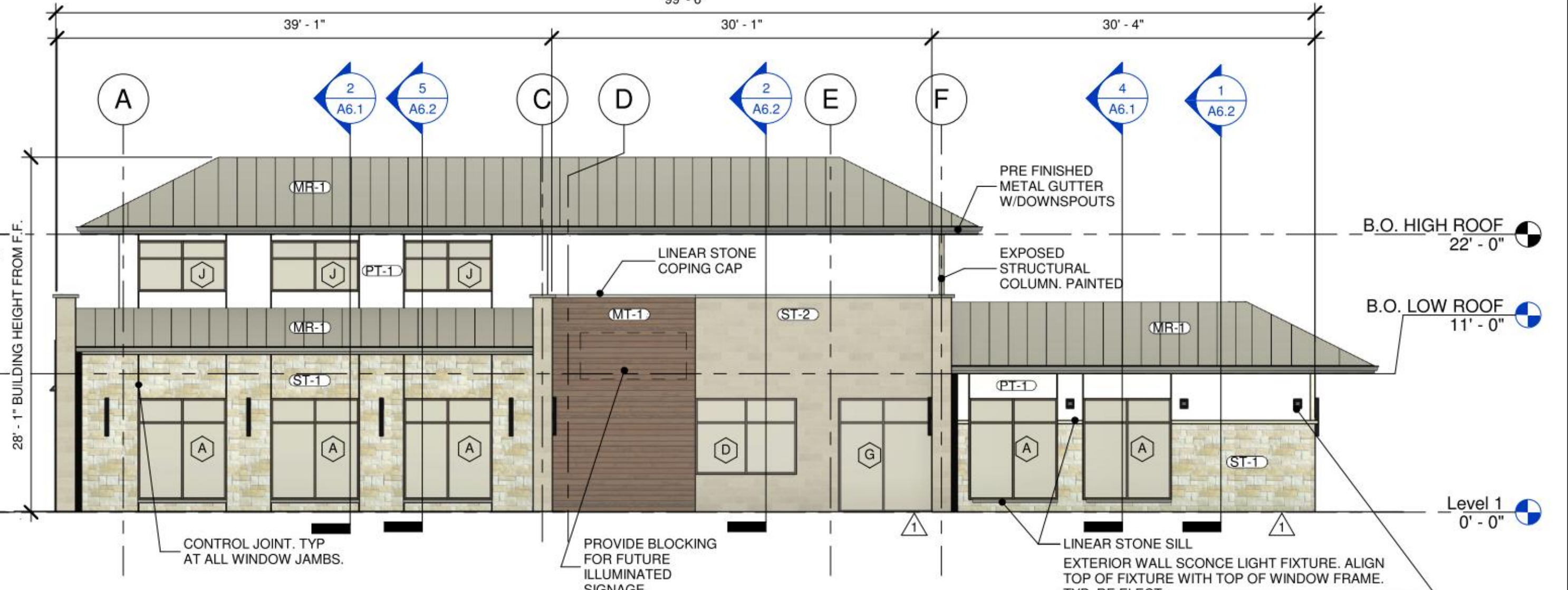
NORTH EXTERIOR FINISHES	AREA	PERCENTAGE
MATERIAL	990	64%
MASONRY (STONE)	115	8%
STUCCO	431	28%
GLAZING	1,536	100%
TOTAL		



**2 EXTERIOR ELEVATION - WEST**

1/8" = 1'-0"

WEST EXTERIOR FINISHES	AREA	PERCENTAGE
MATERIAL	269	15%
MASONRY (STONE)	1,277	69%
STUCCO	294	16%
GLAZING	1,840	100%
TOTAL		



**1 EXTERIOR ELEVATION - SOUTH - BUILDING ENTRANCE**

1/8" = 1'-0"

SOUTH EXTERIOR FINISHES	AREA	PERCENTAGE
MATERIAL	704	42%
MASONRY (STONE)	300	18%
STUCCO	192	11%
METAL PANEL (WOOD LOOK)	474	29%
GLAZING	1,670	100%
TOTAL		

FAMILY DENTAL CENTER

15955 STATE HWY 71 BEE CAVE, TX 78738



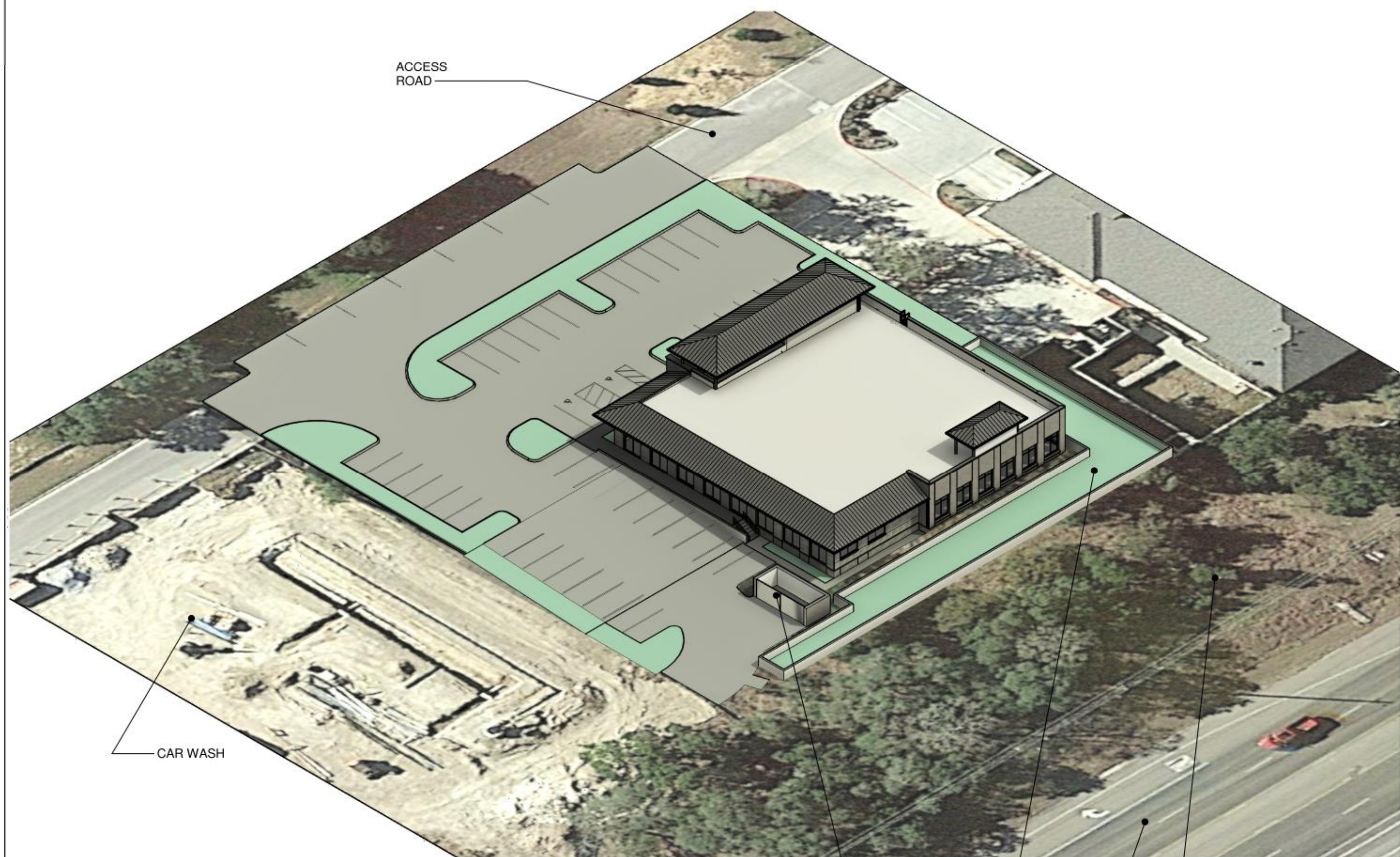
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10.14.2022		
1	CITY CMMT #1	05.26.23
2	CITY CMMT #2	06.29.23

Polk Group Architects, Inc.  
248 ADDIE ROY RD., SUITE B-301 AUSTIN TX 78746  
VOICE (512) 327-4401 FAX (512) 327-4462 E-MAIL pga@pgarchitects.com

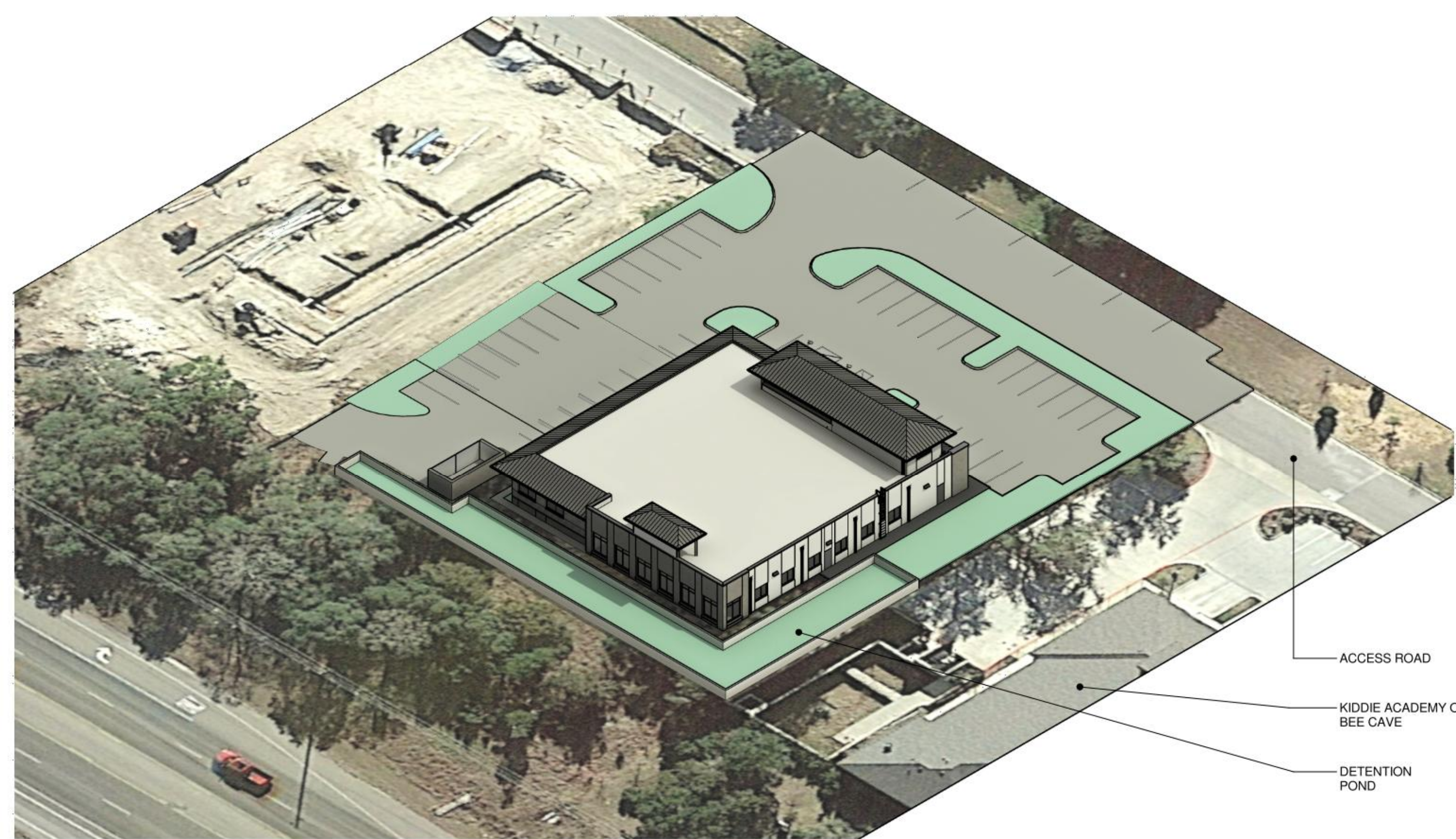
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Sheet Title EXTERIOR ELEVATIONS



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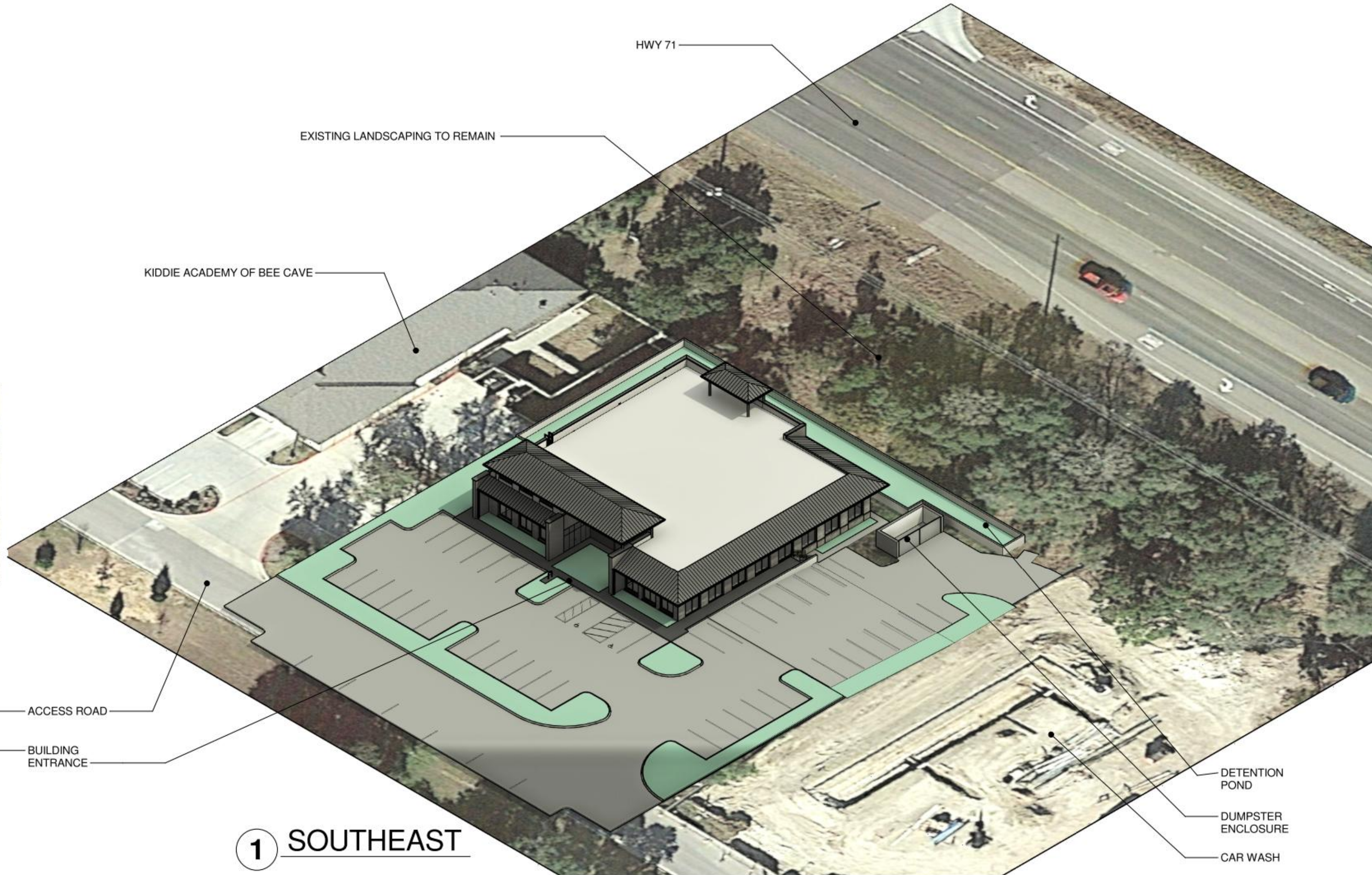
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3 NORTHWEST



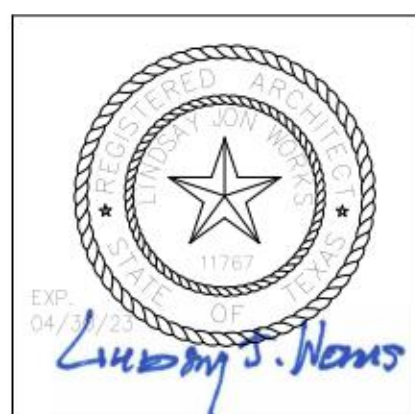
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1 SOUTHEAST

FAMILY DENTAL CENTER

15955 STATE HWY 71 BEE CAVE, TX 78738

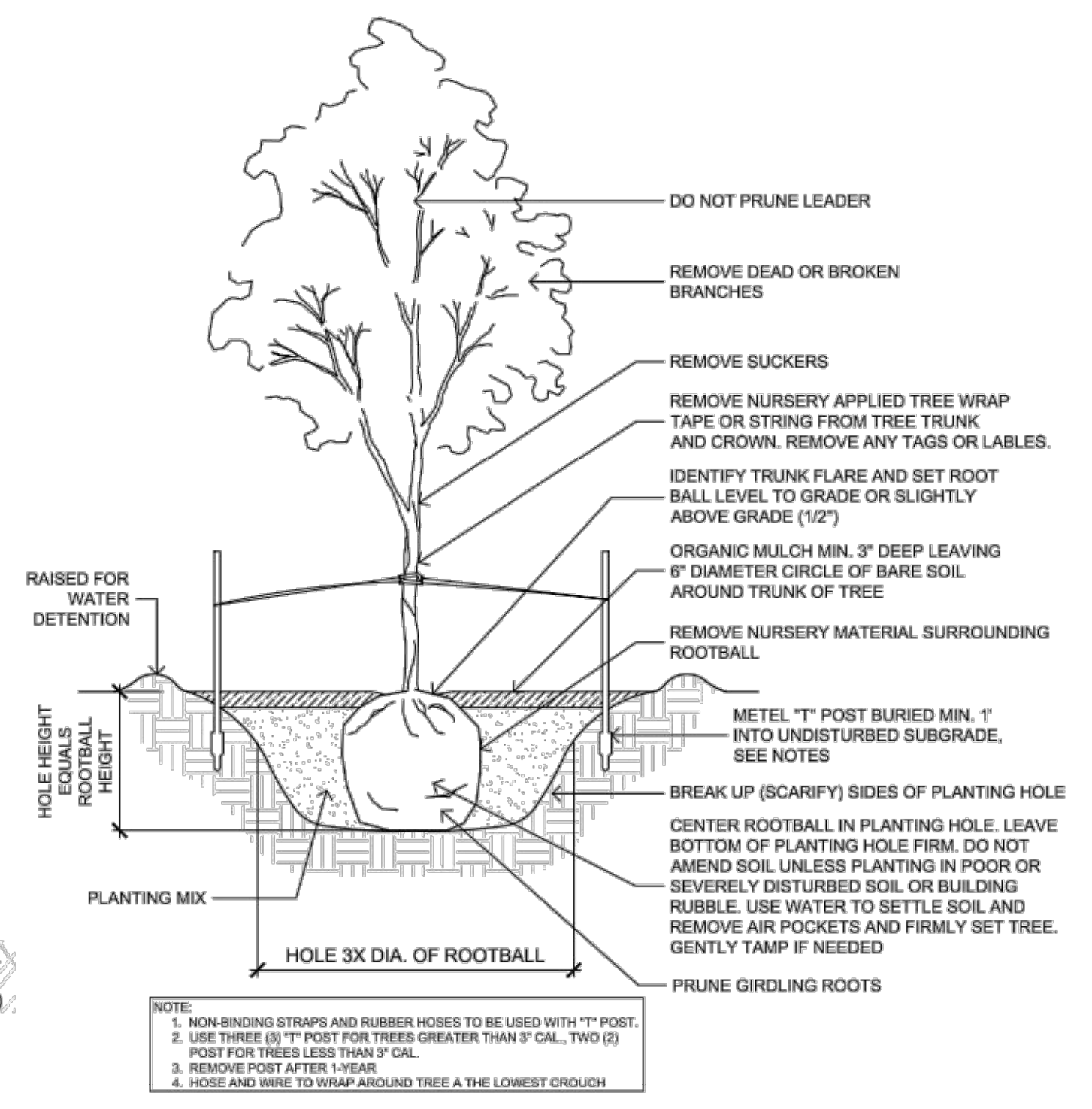
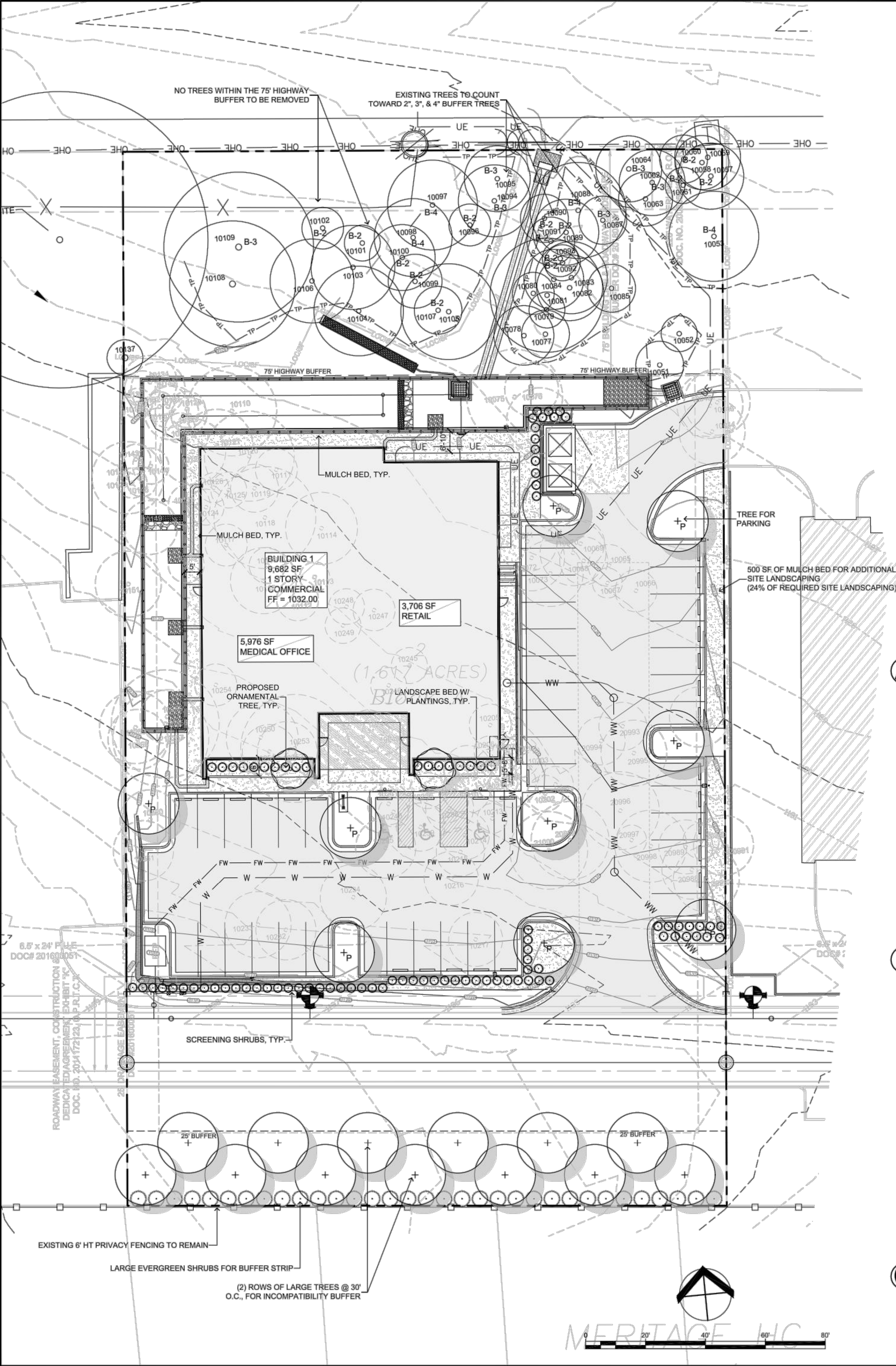


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10.14.2022

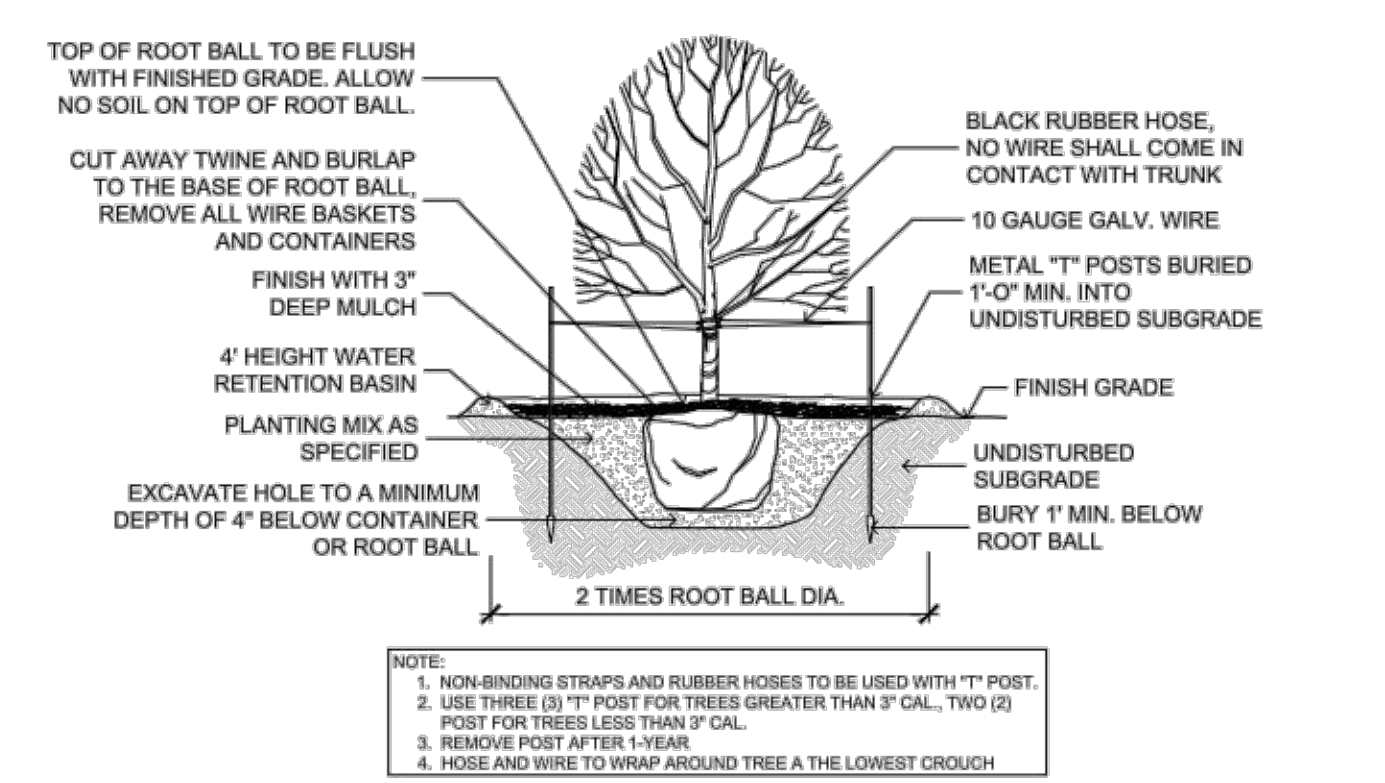
**Polk Group Architects, Inc.**  
248 ADDIE ROY RD., SUITE B-301 AUSTIN TX 78746  
VOICE (512) 327-4401 FAX (512) 327-4462 E-MAIL pga@architects.com

Project No.  
2240  
Sheet No.  
**EXT.01**  
Sheet Title  
3D View

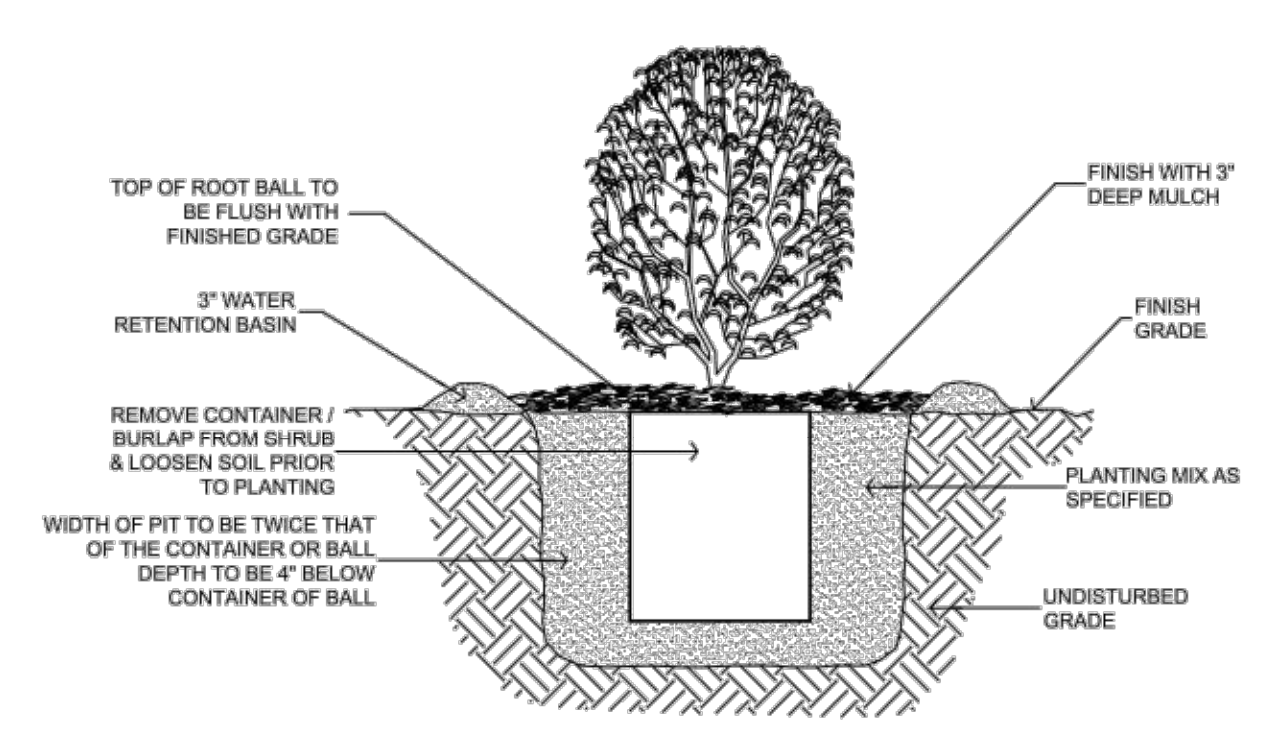




**A TREE PLANTING DETAIL**  
SECTION SCALE: N.T.S.



**B ORNAMENTAL TREE PLANTING DETAIL**  
SECTION SCALE: N.T.S.



**C SHRUB PLANTING DETAIL**  
SECTION SCALE: N.T.S.

LANDSCAPE CALCULATIONS		
HIGHWAY BUFFER	Required	Provided
75' HIGHWAY BUFFER REQUIRED	n/a	200 lf
200 / 100 = 2 Units		
- 2" Trees: 7 x 2 = (14) 2" Trees	14	14
- 3" Trees: 3 x 2 = (6) 3" Trees	6	6
- 4" Trees: 2 x 2 = (4) 4" Trees	4	4
EXISTING TREE CREDIT: (24) 7"+ Existing Trees to be used for Buffer Requirements		
INCOMPATIBLE USE BUFFERS	Required	Provided
Buffer Strip provided at South Boundary	Yes	Yes
VEHICULAR USE AREA	Required	Provided
VEHICULAR USE AREA: Parking Lot Shading: 17,753 (25%) = 4,438 sf	n/a 4,438 sf (25%)	17,589 sf 5,652 sf (32%)
Trees Used: (6) x 1,256 sf x 75% = 5,652 sf - Chinquapin Oak / Texas Red Oak / Live Oak		

CANOPY TREES				
SYMBOL	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
	22	Cedar Elm	Ulmus crassifolia	3" caliper, 6' ht. minimum
		Chinquapin Oak	Quercus muhlenbergii	3" caliper, 6' ht. minimum
		Live Oak	Quercus virginiana	3" caliper, 6' ht. minimum
		Texas Red Oak	Quercus buckleyi	3" caliper, 6' ht. minimum

TREES				
SYMBOL	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
	2	Cherry Laurel	Prunus caroliniana	2" caliper minimum
		Crape Myrtle	Lagerstroemia indica	2" caliper minimum
		Texas Redbud	Cercis Canadensis 'Texana'	2" caliper minimum

EVERGREEN SHRUBS				
SYMBOL	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
	92	Dwarf Abelia	Abelia x grandiflora 'Nana'	5 gal., 24" ht. minimum
		Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	5 gal., 24" ht. minimum
		Dwarf Burford Holly	Ilex cornuta 'Dwarf Burford'	5 gal., 24" ht. minimum
		Carissa Holly	Ilex cornuta 'Carissa'	5 gal., 24" ht. minimum
	33	Nellie R Stevens Holly	Ilex x 'Nellie R Stevens'	5 gal., 24" ht. minimum

\*No species to exceed 25% of the overall plant pallet, typ.

REVISIONS

Description	Date

REGISTERED LANDSCAPE ARCHITECT  
BRADLEY T. JONES  
2858  
05/26/23

FAMILY DENTAL CENTER

16 ST HWY 71, BEE CAVE, TX 78738

LANDSCAPE SUBMITTAL PLAN

DATE: 05-26-23

SCALE: 1" = 20'

ECOLAND

DESIGN GROUP

Sheet:  
**L1 of L2**  
JOB#: E214-01



TREE LIST							
TAG #	SPECIES	CALIPER	TRUNK SIZE	REMOVE	TREE TYPE	CREDIT %	CREDIT INCHES
10044	LIVE OAK	11		11	SIGNIFICANT	0	0
10045	LIVE OAK	11		11	SIGNIFICANT	0	0
10046	LIVE OAK	11		11	SIGNIFICANT	0	0
10051	LIVE OAK	8			SIGNIFICANT	1	8
10052	LIVE OAK	6			PROTECTED	1	6
10053	CEDAR	15			PROTECTED	1.5	22.5
10057	LIVE OAK	11		DEAD	DEAD	0	0
10058	CEDAR	9			NOT PROTECTED	1.15	10.35
10059	LIVE OAK	11			SIGNIFICANT	1.15	12.65
10060	LIVE OAK	8			SIGNIFICANT	1.15	9.2
10061	CEDAR	6			NOT PROTECTED	1.15	6.9
10062	LIVE OAK	11			SIGNIFICANT	1.15	12.65
10063	LIVE OAK	9			SIGNIFICANT	1.15	10.35
10064	LIVE OAK	11			SIGNIFICANT	1.15	12.65
10065	LIVE OAK	7		DEAD	DEAD	0	0
10066	LIVE OAK	7		7	PROTECTED	0	0
10067	LIVE OAK	5		5	PROTECTED	0	0
10068	LIVE OAK	8		8	SIGNIFICANT	0	0
10069	LIVE OAK	8		8	SIGNIFICANT	0	0
10070	LIVE OAK	11		11	SIGNIFICANT	0	0
10071	LIVE OAK	10		10	SIGNIFICANT	0	0
10072	LIVE OAK	11		11	SIGNIFICANT	0	0
10073	LIVE OAK	11		11	SIGNIFICANT	0	0
10074	LIVE OAK	11		DEAD	DEAD	0	0
10075	CEDAR	16		16	SIGNIFICANT	0	0
10076	LIVE OAK	9		9	SIGNIFICANT	0	0
10077	CEDAR	8			NOT PROTECTED	1.15	9.2
10078	CEDAR	10			NOT PROTECTED	1.15	11.5
10079	CEDAR	6	4,4		NOT PROTECTED	1.15	6.9
10080	LIVE OAK	7		DEAD	DEAD	0	0
10081	LIVE OAK	19	16,6		SPECIMAN	1.5	28.5
10082	LIVE OAK	11			SIGNIFICANT	1.15	12.65
10083	LIVE OAK	12			SIGNIFICANT	1.5	18
10084	LIVE OAK	10			SIGNIFICANT	1.15	11.5
10085	LIVE OAK	8			SIGNIFICANT	1	8
10087	LIVE OAK	8			SIGNIFICANT	1.15	9.2
10088	LIVE OAK	16			SPECIMAN	1.5	24
10089	LIVE OAK	11			SIGNIFICANT	1.15	12.65
10090	LIVE OAK	8		DEAD	DEAD	0	0
10091	CEDAR	8			NOT PROTECTED	1.15	9.2
10092	POST OAK	6			PROTECTED	1.15	6.9
10093	CEDAR	6			NOT PROTECTED	1.15	6.9
10094	LIVE OAK	12	10,4	DEAD	DEAD	0	0
10095	CEDAR	11			NOT PROTECTED	1	11
10096	LIVE OAK	7			PROTECTED	1	7
10097	LIVE OAK	15			SPECIMAN	1.5	22.5
10098	LIVE OAK	13			SPECIMAN	1.5	19.5
10099	LIVE OAK	9			SIGNIFICANT	1.15	10.35
10100	LIVE OAK	11		DEAD	DEAD	0	0
10101	CEDAR	6		DEAD	DEAD	0	0
10102	CEDAR	7		DEAD	DEAD	0	0
10103	LIVE OAK	14			SPECIMAN	1.5	21
10104	CEDAR	15	10,9		SPECIMAN	1.5	22.5
10105	CEDAR	16	13,7		SPECIMAN	1.5	24
10106	CEDAR	14	10,7		SPECIMAN	1.5	21
10107	LIVE OAK	8			PROTECTED	1	8
10108	CEDAR	21	18,6		SPECIMAN	1.5	31.5
10109	CEDAR	25	13,7,7,6,5	DEAD	DEAD	0	0
10110	CEDAR	15	11,8	15	SPECIMAN	0	0
10111	LIVE OAK	7		7	PROTECTED	0	0
10112	LIVE OAK	7		7	PROTECTED	0	0
10113	LIVE OAK	5		5	PROTECTED	0	0
10114	CEDAR	12	9,6	12	SPECIMAN	0	0
10115	CEDAR	11		DEAD	DEAD	0	0
10116	LIVE OAK	6		DEAD	DEAD	0	0
10117	LIVE OAK	7		7	PROTECTED	0	0
10118	CEDAR	17	12,10	17	SPECIMAN	0	0
10119	CEDAR	8	6,4	0	NOT PROTECTED	0	0
10120	LIVE OAK	15		15	SPECIMAN	0	0
10121	CEDAR	12		12	SPECIMAN	0	0
10122	CEDAR	11		0	NOT PROTECTED	0	0
10123	LIVE OAK	7		7	PROTECTED	0	0
10124	LIVE OAK	6		6	PROTECTED	0	0
10125	LIVE OAK	6		6	PROTECTED	0	0
10126	LIVE OAK	5		5	PROTECTED	0	0
10127	LIVE OAK	6		6	PROTECTED	0	0
10128	CEDAR	5		0	NOT PROTECTED	0	0
10129	LIVE OAK	6		6	PROTECTED	0	0
10130	CEDAR	9		0	NOT PROTECTED	0	0
10131	LIVE OAK	7		7	PROTECTED	0	0
10132	LIVE OAK	5		5	PROTECTED	0	0
10133	CEDAR	9	6,5	DEAD	DEAD	0	0
10134	LIVE OAK	9	6,5	9	SIGNIFICANT	0	0
10135	LIVE OAK	6		6	PROTECTED	0	0
10136	CEDAR	5		0	NOT PROTECTED	0	0
10137	CEDAR	6	6,4	0	NOT PROTECTED	0	0
10143	LIVE OAK	5		5	PROTECTED	0	0
10144	LIVE OAK	6		DEAD	DEAD	0	0
10145	LIVE OAK	5		5	PROTECTED	0	0
10147	CEDAR	12	9,6	12	SPECIMAN	0	0
10148	LIVE OAK	5		5	PROTECTED	0	0
10149	LIVE OAK	9		DEAD	DEAD	0	0
10150	CEDAR	6	4,4	0	NOT PROTECTED	0	0
10151	CEDAR	11	6,7	DEAD	DEAD	0	0
10201	LIVE OAK	6		6	PROTECTED	0	0
10202	LIVE OAK	6		6	PROTECTED	0	0
10203	LIVE OAK	5		5	PROTECTED	0	0
10204	LIVE OAK	7		7	PROTECTED	0	0
10205	LIVE OAK	7		7	PROTECTED	0	0
10206	LIVE OAK	5		5	PROTECTED	0	0
10207	LIVE OAK	5		5	PROTECTED	0	0
10208	LIVE OAK	7		7	PROTECTED	0	0

TREE LIST							
TAG #	SPECIES	CALIPER	TRUNK SIZE	REMOVE	TREE TYPE	CREDIT %	CREDIT INCHES
10209	LIVE OAK	8		8	SIGNIFICANT	0	0
10210	LIVE OAK	8		8	SIGNIFICANT	0	0
10211	LIVE OAK	7		7	PROTECTED	0	0
10212	LIVE OAK	8		8	SIGNIFICANT	0	0
10213	LIVE OAK	5		5	PROTECTED	0	0
10214	LIVE OAK	8		8	SIGNIFICANT	0	0
10215	LIVE OAK	8		8	SIGNIFICANT	0	0
10216	LIVE OAK	9		9	SIGNIFICANT	0	0
10217	LIVE OAK	9		9	SIGNIFICANT	0	0
10232	LIVE OAK	10		DEAD	DEAD	0	0
10233	LIVE OAK	11		DEAD	DEAD	0	0
10234	LIVE OAK	11		11	SIGNIFICANT	0	0
10235	LIVE OAK	10		DEAD	DEAD	0	0
10236	LIVE OAK	6		6	PROTECTED	0	0
10237	LIVE OAK	8		8	SIGNIFICANT	0	0
10238	LIVE OAK	8		DEAD	DEAD	0	0
10239	LIVE OAK	8		8	SIGNIFICANT	0	0
10240	LIVE OAK	5		5	PROTECTED	0	0
10241	LIVE OAK	7		7	PROTECTED	0	0
10243	LIVE OAK	7		7	PROTECTED	0	0
10244	LIVE OAK	7		7	PROTECTED	0	0
10245	LIVE OAK	6		6	PROTECTED	0	0
10246	LIVE OAK	6		6	PROTECTED	0	0
10247	LIVE OAK	7		7	PROTECTED	0	0
10248	LIVE OAK	6		6	PROTECTED	0	0
10249	LIVE OAK	6		6	PROTECTED	0	0
10250	LIVE OAK	12		12	SPECIMAN	0	0
10251	LIVE OAK	9		9	SIGNIFICANT	0	0
10252	LIVE OAK	10		10	SIGNIFICANT	0	0
10253	LIVE OAK	18	9,9,9	18	SPECIMAN	0	0
10254	CEDAR	7		0	NOT PROTECTED	0	0
10255	CEDAR	9		0	DEAD	0	0
10256	LIVE OAK	18		18	SPECIMAN	0	0
10257	CEDAR	16		DEAD	DEAD	0	0
10258	LIVE OAK	10		10	SIGNIFICANT	0	0
10259	LIVE OAK	12		12	SPECIMAN	0	0
10260	LIVE OAK	10		10	SIGNIFICANT	0	0
10261	LIVE OAK	10		10	SIGNIFICANT	0	0
20987	LIVE OAK	11	7,7	11	SIGNIFICANT	0	0
20988	LIVE OAK	10		10	SIGNIFICANT	0	0
20989	LIVE OAK	9		9	SIGNIFICANT	0	0
20990	LIVE OAK	6		6	PROTECTED	0	0
20991	LIVE OAK	10		10	SIGNIFICANT	0	0
20992	CEDAR	10		0	NOT PROTECTED	0	0
20993	LIVE OAK	8		8	SIGNIFICANT	0	0
20994	LIVE OAK	8		8	SIGNIFICANT	0	0
20995	LIVE OAK	11	6,5,5	11	SIGNIFICANT	0	0
20996	CEDAR	13	9,7	13	SPECIMAN	0	0
20997	LIVE OAK	5		5	PROTECTED	0	0
20998	CEDAR	12	6,6,6	12	SPECIMAN	0	0
20999	CEDAR	13	8,5,5	13	SPECIMAN	0	0
21000	CEDAR	13		13	SPECIMAN	0	0

	TOTAL PROTECTED INCHES	1205
	60% OF PROTECTED INCHES	723
	TOTAL PROTECTED INCHES REMOVED	762
	CREDIT INCHES PRESERVED	484.7
	REPLACEMENT INCHES PLANTED	70
	TOTAL INCHES PRESERVED / REPLACED	554.7
		46%
	MITIGATION INCHES OWED	168.3

TREE PROTECTION NOTES							
(1) All trees not located within the limits of construction and outside of disturbed areas shall be preserved.							
(2) All trees and natural areas shown on plan to be preserved shall be protected during construction with temporary fencing.							
(3) Protective fences shall be erected according to City of Austin Standards for Tree Protection as adopted by the city.							
(4) Protective fences shall be installed prior to the start of any site preparation work (clearing, grubbing or grading), and shall be maintained throughout all phases of the construction project.							
(5) Erosion and sedimentation control barriers shall be installed or maintained in a manner which does not result in soil buildup within tree driplines.							
(6) Protective fences shall surround the trees or group of trees and will be located at the outermost limit of branches (dripline), or, for natural areas, protective fences shall follow the limit of construction line, in order to prevent the following:  (A) Soil compaction in the root zone area resulting from vehicular traffic or storage of equipment or materials; (B) Root zone disturbance due to grade changes; (C) Wounds to exposed roots, trunk or limbs by mechanical equipment; (D) Other activities detrimental to trees such as chemical storage, cement truck cleaning, and fires.							
(7) Exceptions to installing fences at tree driplines may be permitted in the following cases:  (A) Where there is to be an approved grade change, impermeable paving surface tree well, or other such site development, erect the fence approximately two (2) to four (4) feet behind the area in question;  (B) Where permeable paving is to be installed within a tree's dripline, erect the fence at the outer limits of the permeable paving area (prior to site grading so that this area is graded separately prior to paving installation to minimize root damage);  (C) Where trees are close to proposed buildings, erect the fence to allow six (6) to ten (10) feet of work space between the fence and the building.							
(8) Where any of the above exceptions result in a fence being closer than four (4) feet to a tree trunk, protect the trunk with strapped-on planking to a height of eight (8) feet (or to the limits of lower branching) in addition to the reduced fencing provided.							
(9) Trees approved for removal shall be removed in a manner which does not impact trees to be preserved.							
(10) Any roots exposed by construction activity shall be pruned flush with the soil. Backfill root areas with good quality topsoil as soon as possible. If exposed root areas are not backfilled within two (2) days, cover them with organic material in a manner which reduces soil temperature and minimizes water loss due to evaporation.							
(11) No landscape topsoil dressing greater than four (4) inches shall be permitted within the dripline of trees. No soil is permitted on the root flare of any tree.							
(12) Pruning to provide clearance for structures, vehicular traffic and equipment shall take place before damage occurs (ripping of branches, etc.).							
(13) All oak tree cuts, intentional or unintentional, shall be painted immediately (within ten (10) minutes). Tree paint must be kept on site at all times.							
(14) Deviations from the above notes may be considered ordinance violations if there is substantial noncompliance or if a tree sustains damage as a result.							
(15) All branches that hang over the fence shall be pruned to a minimum height of thirteen and one-half (13.5) feet or higher if required for equipment clearance.							

## LANDSCAPE NOTES

- 1.) Shrubs and vines shall be good, healthy nursery stock. Shrubs used to satisfy landscape requirements must be a min. of five (5) gallon container size.
- 2.) Turf and landscape areas shall have a minimum of three (3) inches of topsoil.
- 3.) Planting areas, including trees, shall be covered with organize mulch layer to a min. depth of four (3") inches.
- 4.) Proposed landscaping and all is to be installed as per local city codes and ordinances.
- 5.) Disturbed areas shall be revegetated to meet city codes and ordinances.
- 6.) Notify landscape architect and owners representative for any errors or discrepancies to plans.





***Planning and Zoning Commission Meeting***  
***7/18/2023***  
***Agenda Item Transmittal***



***Planning and Zoning Commission Meeting***  
***7/18/2023***  
***Agenda Item Transmittal***