AGENDA

Regular Meeting

City Council

Tuesday, July 25, 2023

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

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.

A quorum of the Planning and Zoning Commission and/or Development Board may be in attendance at this meeting. No action will be taken by the Commission or Board.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Recognition and Moment of Silence
5. Citizen Comments

This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on the agenda items must be made when the agenda item comes before the Council. Any deliberation of the issue is limited to a proposal to place it on the agenda for a later meeting. Citizens will have up to 3 minutes to make comments.

6. Staff Comments

Each department of the city may present a monthly report to the City Council on informational items only which do not require action. Each department may provide a monthly report regarding department operations and any noteworthy events for council.

a. City secretary report
b. Communications report
c. Financial report
d. Human Resources report
e. Library report
f. Parks and Facilities report
g. Planning and Development report
h. Police Department report
i. City Manager's office report

7. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public view.

A. Consider approval of the minutes of the Regular Session conducted on June 27, 2023.
B. Consider approval of the financial and investment reports (Q2).
C. Consider approval of a Proclamation supporting Lights Out for the months of August - November, 2023
D. Consider action on Resolution No. 2023-13 approving submission of a grant application for the Ballistic Shields Grant Project to the Office of the Governor.

8. Public hearing and discussion on Ordinance No. 511 annexing into the City a 3.311- acre parcel of land located at Vail Divide and State Highway 71 West, which constitutes the right of away and road known as Vail Divide just south of State Highway 71.

9. Public hearing on Resolution No. 2023-14 and the potential uses for an approximately 4 -acre parcel of land within the 45-acre Brown Property along with a known physical address of 4800 Great Divide Drive.

10. Discussion and possible action regarding Resolution No. 2023-14 and the potential uses for an approximately 4 -acre parcel of land within the 45-acre Brown Property along with a known physical address of 4800 Great Divide Drive.

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

12. Close Regular Meeting

13. Open Executive Session

13. Open Executive Session. Executive session in accordance with the Texas Government Code, Section 551-072 – Deliberation regarding real property; Section 551.074 – Personnel Matters-to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee. and Section 551.071 - Consultation with Attorney regarding pending or contemplated litigation or a settlement offer, or on any matters in which the Attorney has a duty to the City under the Texas Disciplinary Rules of Professional Conduct that clearly conflicts with the provisions of the Open Meetings Law. A quorum of the City Council will be present for the executive session.

A. Deliberation regarding the potential acquisition of real property for public purposes
B. Consultation with Attorney regarding pending litigation styled Citizens for Preservation of The Brown Property v. City of Bee Cave.
C. Personnel – Board and Commission member appointments for: Bee Cave Development Corporation.

14. Close Executive Session

15. Open Regular Meeting

16. Consider action, if any, on Executive Session

17. Adjournment

The Council 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 Council 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 22nd day of July, 2023 at 1:30 P.M. (Seal)

_____
Kaylynn Holloway, City Secretary

City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**7.A.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on June 27, 2023.**
Council Action:	**Approve**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

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
Minutes of June 27, 2023	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
June 27, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

Kara King, Mayor
Andrew Clark, Mayor Pro Tem
Kevin Hight, Council Member
Courtney Hohl, Council Member
Andrew Rebber, Council Member
Andrea Willott, Council Member

City Staff:

Clint Garza, City Manager
Kaylynn Holloway, City Secretary
Ryan Henry, City Attorney
Brian Jones, Police Chief
Megan Will, Planning and Development Director
Kevin Sawtelle, City Engineer
Jenny Hoff, Communications Director
Lanie Marcotte, Parks and Facilities Director
Barbara Hathaway, Library Director
Anna Jensen, Administrative Coordinator
Rebecca Requeira, Executive Assistant

Call to Order and Announce a Quorum is Present

With a quorum present, the regular meeting of the Bee Cave City Council was called to order by Mayor King at 6:00 p.m. on Tuesday, June 27, 2023.

Administer Oath of Office to Police Officer Jonathan Taylor.

Police Chief Brian Jones administered the oath of office to Jonathan Taylor.

Recognition and moment of silence

Mayor King recognized work anniversaries of employees.

Citizen Comments.

There were not any citizen comments at this time.

Staff Comments.

Planning and Development Director Megan Will introduced new employee Thomas Hatfield.

Consent Agenda.

A. Consider approval of the minutes of the Regular Session conducted on May 23, 2023.
B. Consider approval of the minutes of the Special Session conducted on June 7, 2023.
C. Consider approval of the minutes of the Special Session conducted on June 8, 2023.
D. Consider approval of Ordinance No. 510, an Ordinance accepting and approving the 2023 annual service plan update to the Service and Assessment Plan and an updated assessment roll for the Backyard Public Improvement District.

MOTION: A motion was made by Council Member Rebber, seconded by Mayor Pro Tem Clark, to approve the consent agenda items A-D.

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

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

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.

Engineer Logan Maurer presented this item. The existing Whole Foods building is approximately 39,215 square feet (SF) of gross floor with a proposed expansion of 3,838 SF for a gross square footage of approximately 43,050 SF.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to approve a Site & NPS Plan Amendment for expansion of the Whole Foods located in the Hill Country Galleria approval with the following conditions: Record the partial public utility easement vacation with Travis County associated with relocation of the wastewater line; and provide the final Cover Sheet signed by all applicable agencies.

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

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay:	None

Absent: None

The motion carried 6-0.

Discuss and consider action on Resolution No. 2023-11 approving a program for additional patrols or law enforcement services.

City Manager Clint Garza presented this item.

MOTION: A motion was made by Mayor King, seconded by Council Member Hohl, to approve Resolution No. 2023-11 approving a program for additional patrols or law enforcement services.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay: None
Absent: None

The motion carried 6-0.

Discuss and consider action on renewing the contract with Texas Municipal League Health Benefits Pool for employee health insurance and other benefits for fiscal year 2023-2024.

Human Resource Director Brooke Winburn presented this item.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to renew the contract with Texas Municipal League Health Benefits Pool for employee health insurance and other benefits for fiscal year 2023-2024.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay: None
Absent: None

The motion carried 6-0.

Discuss and consider action on Resolution No. 2023-12 declaring the intent of the City of Bee Cave to annex into the city limits an approximately 3.311-acre tract of land located at Vail Divide & State Highway 71 and setting a public hearing.

Mr. Garza presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve Resolution No. 2023-12 declaring the intent of the City of Bee Cave to annex into the city limits an approximately 3.311-acre tract of land located at Vail Divide & State Highway 71 and setting a public hearing for July 25, 2023.

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

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Discuss and consider renewal of an Interlocal Agreement for public health services between the City of Austin and the City of Bee Cave.

Planning and Development Director Megan Will presented this item.

MOTION: A motion was made by Council Member Hohl, seconded by Council Member Hight, to approve the renewal of an Interlocal Agreement for public health services between the City of Austin and the City of Bee Cave.

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

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Discussion and possible action regarding traffic safety on Bee Cave Parkway, including recently installed median beatification activities.

Mr. Garza presented this item. As a part of the various Backyard PDD Ordinances the City required developer to make median beautification improvements along Bee Cave Parkway. Since installation, residents have expressed concern with site distance visibility, especially for NB turning movements from Tordera Dr.

The City Council directed staff to remove 3 of the trees along Bee Cave Parkway to help with the visibility.

Discuss and consider action on establishing the "Revival" property as the location for the construction of the new Bee Cave Public Library.

Mr. Garza presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hohl, to approve establishing the "Revival" property as the location for the construction of the new Bee Cave Public Library.

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

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Discuss and consider action on the Request for Proposals for Solid Waste services.

Executive Assistant Rebecca Regueira presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to approve the Request for Proposal for Solid Waste services.

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

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Discuss and consider action on accepting the resignation of Andy Rebber from the Bee Cave Development Board.

MOTION: A motion was made by Council Member Hight, seconded by Mayor Pro Tem Clark, to accept the resignation of Andy Rebber from the Bee Cave Development Board.

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

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Discuss and consider action on appointing a member to the Bee Cave Development Board.

Executive Session on above item and A-C below:

The City Council closed the Open Session at 6:44 p.m. to convene in Executive Session.

At this point in the meeting, Mayor King publicly announced that a closed, executive session would be held and identified the section of the Open Meeting Law under which the meeting would be held.

Executive session in accordance with the Texas Government Code, Section 551-072 – Deliberation regarding real property; Section 551.074 – Personnel Matters-to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; and Section 551.071 - Consultation with Attorney regarding pending or contemplated litigation or a settlement offer, or on any matters in which the Attorney has a duty to the City under the Texas Disciplinary Rules of Professional Conduct that clearly conflicts with the provisions of the Open Meetings Law. A quorum of the City Council will be present for the executive session.

A. Deliberation regarding the potential acquisition of real property for public purposes.
B. Consultation with Attorney regarding pending litigation styled *Citizens for Preservation of The Brown Property v. City of Bee Cave*.
C. Personnel – Planning and Development Director

The City Council closed the Executive Session at 7:09 p.m. and reconvened in Regular Session.

In Open Session:

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to appoint John Dashtara to Position 3 of the Bee Cave Development Board.

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

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Hohl, to authorize the City Manager to negotiate an agreement with the Planning and Development Director.

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

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Adjournment:

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to adjourn.

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

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

The City Council meeting adjourned at 7:10 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**7.B.**
Agenda Title:	**Consider approval of the financial and investment reports (Q2).**
Council Action:	**Approve as Submitted**
Department:	**Finance**
Staff Contact:	**Administration**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to provide the City Council with the financial and investment reports for (Q2).

2. DESCRIPTION/JUSTIFICATION

a) Background

The financial and investment report is provided to Council each quarter and includes performance results for revenue & expense as well as our pooled investment accounts.

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

N/A

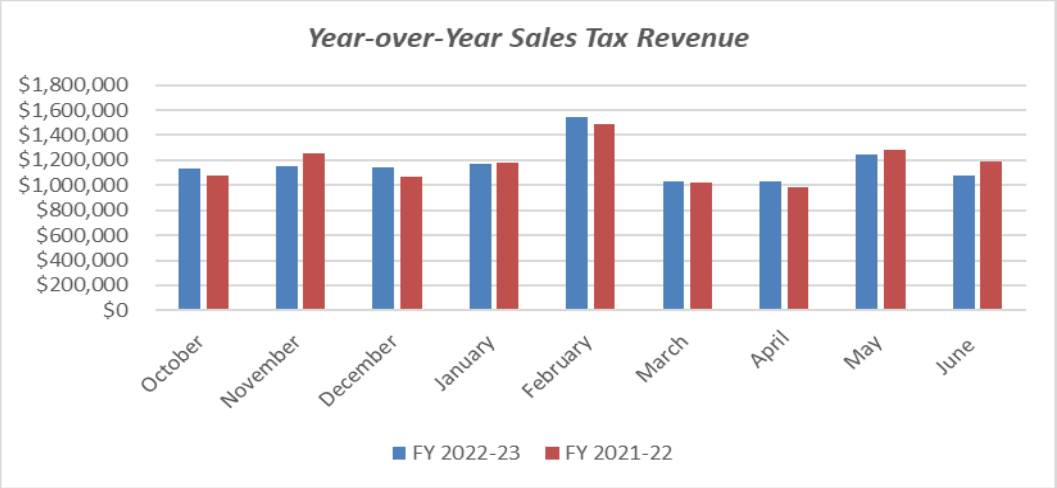
5. RECOMMENDATION

Approve as submitted.

ATTACHMENTS:

Description	Type
Quarterly report	Backup Material

To: City Manager, Mayor & Council
From: Finance
Date: 7/25/2023
Re: Quarterly Finance & Investments Report



Total Sales Tax revenue performance through 75% of the fiscal year now totals ~$10.5M. Last fiscal year by comparison was also $10.5M after 9 months; specifically, $16K more. It's truly remarkable that the difference is less than 0.15% over that duration. Our total budget forecast was $14M and we are currently just over 75.2% (*pretty good forecasting*). Our concern now is the performance over the past 2 months fell off a bit; however, our July allocation just received was up ~$4K year-over-year.

Other General Fund Revenue:

Revenue Description	Budget	FYTD	Perform%
MIXED BEVERAGE TAX	$110,000	$136,163	123.78%
FRANCHISE FEES	$349,000	$291,177	83.43%
BUILDING FEES	$310,000	$679,187	219.09%
MUNICIPAL COURT	$225,000	$240,552	106.91%

Building and Development Revenue continues to outperform our budget forecast due primarily to plat applications and pre-paid road construction inspection fees. Not included in the listing above but should be noted that Property Tax Revenue in our Debt Service Fund is ~97% complete and currently just under $600K. We have received our preliminary total appraised value from the Appraisal District office, and we'll include the new FY calculation in our preliminary budget. With the changes anticipated in the Legislature, it's unlikely our total revenue forecast for property tax will change.

FYTD General Fund Expense by Department:

Dept	Budget	FYTD	Perform%
5010 - ADMINISTRATION	$1,036,687	$1,021,236	98.5%
5020 - CITY COUNCIL	$49,200	$31,396	63.8%
5030 - LEGAL	$151,000	$113,035	74.9%
5040 - COMMUNICATIONS	$279,272	$156,594	56.1%
5120 - NON DEPARTMENTAL	$347,500	$147,604	42.5%
5140 - INFORMATION TECHNOLOGY	$360,000	$342,200	95.1%
5200 - LIBRARY	$1,016,928	$797,471	78.4%
5350 - PARKS	$631,580	$307,491	48.7%
5650 - FACILITIES	$0	$235,176	0.0%
5500 - MUNICIPAL COURT	$323,820	$228,546	70.6%
5520 - POLICE	$3,020,325	$2,113,955	70.0%
5620 - PLANNING & DEVELOPMENT	$1,158,434	$808,659	69.8%
5800 - CHAPTER 380	$159,540	$145,742	91.4%
5900- CIP NOC	$0	$6,067	0.0%

Through 75% of the fiscal year, FYTD expenses by department total ~ $6.5M or 68% of the approved budget appropriation. Once again, please note the Facilities department budget is driven by expense for its first year to better determine preliminary estimates for FY 2023-24.

Banking:

Account	Beginning Balance	Contributions	Withdrawals	Interest Earned	Avg Rate	Ending Balance
Bank Account (Wells Fargo- Pooled Cash)	$283,221.62	$6,109,102.54	($6,024,693.45)	$2,068.93	0.9767%	$ 367,630.71
Bank Account (Wells Fargo - Govt MM)	$60,450.19	$0.00	($60,000.00)	$723.70	4.9033%	$ 1,173.89
Totals	**$343,671.81**	**$6,109,102.54**	**($6,084,693.45)**	**$2,792.63**	**1.4700%**	**$ 368,804.60**

We consolidated and closed dormant Wells Fargo Savings accounts and continue to focus primarily on our investment pools that provide substantially higher ROI. We expect to see our WF Money Market rate performance continue to improve.

Investment Performance:

Account	Beginning Balance	Contributions	Withdrawals	Interest Earned	Avg Rate	Ending Balance
Govt Pool (Texas Class)	$20,789,791.87	$0.00	$0.00	$269,591.72	5.1683%	$ 21,059,383.59
Govt Pool (Logic)	$14,574,556.99	$800,000.00	($300,000.00)	$189,675.11	5.1463%	$ 15,264,232.10
Govt Pool (TexStar)	$1,066,340.48	$0.00	($1,000,000.00)	$9,691.55	4.9842%	$ 76,032.03
Govt Pool (TexPool)	$789,510.54	$0.00	($750,000.00)	$5,219.26	4.9836%	$ 44,729.80
Totals	**$37,220,199.88**	**$800,000.00**	**($2,050,000.00)**	**$474,177.64**	**5.0706%**	**$ 36,444,377.52**

We increased our interest earnings in the second quarter by almost $75K. The withdrawal amount represents property acquisition for the Public Safety facility that closed mid-June. As expected, rates in our primary investment pools are now performing over 5%. We're preparing preliminary budgets to provide the Council in August for what we anticipate will be another interesting fiscal year.

Please contact Ms. Alma Sanchez via e-mail at asanchez@beecavetexas.gov with any questions.

City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**7.C.**
Agenda Title:	**Consider approval of a Proclamation supporting Lights Out for the months of August - November, 2023**
Council Action:	**Consider approval**
Department:	**Planning and Development**
Staff Contact:	**Amanda Padilla, Senior Planner**

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
2023 Lights Out Months Proclamation	Backup Material

PROCLAMATION
A PROCLAMATION OF THE BEE CAVE CITY COUNCIL DECLARING PARTICIPATION IN THE LIGHTS OUT PROGRAM FOR THE MONTHS OF AUGUST – NOVEMBER 2023

WHEREAS, The Lights Out Program is a national effort to help billions of birds migrate from the north in the spring and the south in the fall, with the majority of the birds migrating at night, navigating with the night sky; and

WHEREAS, the Lights Out Program encourages businesses and community members to turn off excessive lighting during the months migrating birds take flight to reduce artificial light pollution that can disorient nocturnally migrating birds and potentially cause fatal collisions with buildings or exposure to additional day time hazards; and

WHEREAS, birds are essential to our planet's ecology, provide ecosystem services, act as benchmarks for environmental health, increase livability, and connect people of all ages and abilities to the natural world; and

WHEREAS, turning out non-essential lights also provides additional benefits such as reducing electricity consumption, saving money, and reducing pollution associated with power production; and

WHEREAS, Bee Cave is joining the National Lights Out effort and a collaborative effort across Texas by proposing the months of August, September, October, and November as "Lights Out Months" and asking community members, business owners, and government officials to pledge to participate in the Lights Out Program; and

WHEREAS, the Lights Out Program supports other city initiatives such as the International Dark Sky Community designation; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Kara King, Mayor of the City of Bee Cave, and on behalf of the entire City Council, do hereby declare August-November "Lights Out Months".

Dated this _____ day of _____, 2023.

_____
Kara King, Mayor

City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**7.D.**
Agenda Title:	**Consider action on Resolution No. 2023-13 approving submission of a grant application for the Ballistic Shields Grant Project to the Office of the Governor.**
Council Action:	**Approve**
Department:	**Police**
Staff Contact:	**Bill Pitmon, Lieutenant**

1. INTRODUCTION/PURPOSE

To consider action on Resolution No. 2023-13 approving submission of a grant application for the Ballistic Shields Grant Project to the Office of the Governor.

2. DESCRIPTION/JUSTIFICATION

a) Background

On May 22, 2022, 19 Students and 2 teachers at the Robb Elementary School in Uvalde, Texas, were fatally wounded by an armed active shooter during school hours. Approximately 17 more students and staff were seriously injured also. In the wake of this incident, the Governor's Office of the State of Texas created a grant to assist law-enforcement agencies in purchasing ballistic shields to provide a higher level of protection to responding officers to an active attack/shooter scenario. The Bee Cave Police Department has purchased two (2) ballistic shields for a total cost of $15,944.00. The Bee Cave Police Department has applied and been approved to receive grant funds of $14,832.00 from the State of Texas Governor's Office to reimburse the City of Bee Cave for the purchase of two (2) ballistic shields to be used for any high risk calls for service requiring additional ballistic support to our officers and citizens. Once funds are received, the City of Bee Cave will have only spent $1,112.00 for the two (2) ballistic shields.

b) Issues and Analysis

The reimbursement is not 100% . This is because the Bee Cave Police Department applied for the grant under the quoted cost of two (2) ballistic shields; each a different model and price. The Bee Cave Police Department needed to order two (2) of the same model of ballistic shield due to one of the models being on backorder. The model on backorder was $1,112.00 less than the other model. Since a request had already been made for the cost of the original two models, the City of Bee Cave will be reimbursed for that amount thus saving the City of Bee Cave $14,832 of $15,944.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

Reimbursement by the Govenor's Office is contingent only on the approval of this resolution.

5. RECOMMENDATION

Approve Resolution No. 2023-13.

ATTACHMENTS:

Description	Type
Resolution No. 2023-13	Resolution Letter

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BEE CAVE APPROVING SUBMISSION OF A GRANT APPLICATION FOR THE BALLISTIC SHIELDS GRANT PROJECT TO THE OFFICE OF THE GOVENOR

WHEREAS, The City of Bee Cave finds it in the best interest of the citizens of the City of Bee Cave and neighboring jurisdictions, that the Ballistic Shields Grant Project be operated for the 2023 year; and

WHEREAS, the City of Bee Cave agrees to provide proof of financial loss for the said project to receive full or partial reimbursement as required by the State of Texas Office of the Governor grant application; and

WHEREAS, the City of Bee Cave agrees that in the event of loss or misuse of the Office of the Governor funds, City of Bee Cave assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, City of Bee Cave designates Chief Brian Jones, or his designee, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS that:

1. The City of Bee Cave approves submission of the grant application for the Ballistic Shields Grant Project to the Office of the Governor.

2. This resolution shall become effective immediately upon adoption.

DULY PASSED AND APPROVED, on the 25th day of July, 2023 at a regular meeting of the City Council of the City of Bee Cave, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____

Kara King, *Mayor*

ATTEST:

_____

Kaylynn Holloway, *City Secretary*

City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Public hearing and discussion on Ordinance No. 511 annexing into the City a 3.311- acre parcel of land located at Vail Divide and State Highway 71 West, which constitutes the right of away and road known as Vail Divide just south of State Highway 71.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

To discuss and consider action on the first reading of Ordinance No. 511 annexing into the city limits an approximately 3.311-acre tract of land located at Vail Divide, northbound from the intersection with Los Flores to State Highway 71.

2. DESCRIPTION/JUSTIFICATION

a) Background

The portions of Vail Divide south of Los Flores Lane were annexed by council action at the June 8, 2023 special session. This action and ordinance will complete the annexation of the remainder of Vail Divide, south of TX-71.

b) Issues and Analysis

Future council action to establish school zones will be included in the next council agenda.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approve Ordinance 511.

ATTACHMENTS:

Description	Type
Ordinance 511	Ordinance
Exhibit	Exhibit

ORDIANCE NO. 511

AN ORDINANCE ANNEXING TERRITORY ADJACENT AND CONTIGUOUS TO THE CITY OF BEE CAVE TERRITORIAL AND JURISDICTIONAL BOUNDARIES CONSISTING OF A 3.311 - ACRE TRACT OF LAND LOCATED AT VAIL DIVIDE FROM IMMEDIATELY SOUTH OF THE INTERSECTION OF VAILE DIVIDE AND STATE HIGHWAY 71 WEST, DESCRIBED HEREIN, PROVIDING FOR DEFAULT ZONING REGULATION, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF BEE CAVE SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY'S TERRITORIAL AND JURISDICTIONAL BOUNDARIES, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, the City desires to annex real property it owns and is adjacent to the City's territorial and jurisdictional boundaries; and

WHEREAS, the city is not required to offer and decline a development agreement consistent with Texas Local Government Code §43.016 for property it owns; and

WHEREAS, the City's home-rule charter allows it to annex territory, including property it owns which is outside the city limits.

WHEREAS, the City is authorized, pursuant to Texas Local Government Code §43.028(g) to additionally annex a public right-of-way of a road or highway in order to achieve contiguity; and

WHEREAS, all procedural and substantive prerequisites to annexation have occurred, including notice in the newspaper for at least twenty days prior to the public hearing and allowing for comments from citizens regarding the annexation; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS THAT: THE BELOW IDENTIFIED PROPERTY IS HEREBY ANNEXED BY THE CITY OF BEE CAVE AS FOLLOWS:

SECTION 1. Territory:

Pursuant to the authority granted by Chapter 43 of the Texas Local Government Code, and the Bee Cave Home Rule Charter, the City of Bee Cave hereby annexes to the City of Bee Cave the territory described in Attachment A by metes and bounds and incorporated by reference herein. Such annexation is for full purposes including all privileges and liabilities extended to inhabitants of such territory.

That the boundary limits of the City of Bee Cave be and the same are hereby extended to include the above described territory as well as all public rights-of-way annexed as part of said territory within the city limits of the City of Bee Cave, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Bee Cave and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

The land and territory lying outside of, but adjacent to and adjoining the City of Bee Cave, Texas, more particularly described as that portion of the tract of land described in Exhibit "A," attached hereto and incorporated herein by reference, shall hereafter be included within the boundary limits of said City, and the present boundary limits of said City, at the various points contiguous to the area described in Exhibit "A," are altered and amended so as to include said area within the corporate limits of the City of Bee Cave, Texas.

SECTION 2. **Service Plan:** No service plan is required for property owned by the City.

SECTION 3. **Official Map:** The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the additions to the City's Corporate Limits and the City Secretary is hereby authorized and directed to provide appropriate notice to the State of Texas and the County of Travis of this annexation.

SECTION 4. **Zoning:** Pursuant to City ordinances, newly annexed territory shall be zoned as AG upon annexation. The territory herein described an annexed is hereby zoned by default and shall remain as such until properly altered by the City Council.

V.
CUMULATIVE CLAUSE

That this Ordinance shall be cumulative of all provisions of the City of Bee Cave Code of Ordinances except where the provisions of this Ordinance are in direct conflict with the provisions of such existing Ordinance, in which event the conflicting provisions of such existing Ordinance are hereby repealed, and this Ordinance controls.

VI.
SEVERABILITY

That it is hereby declared to be the intent of the City Council for the City of Bee Cave that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, sentences, paragraphs, or sections.

VII.
PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

VIII.
EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by state and local law from and after June 8, 2023.

DULY PASSED AND APPROVED, on the _____ day of _____, 2023, at a regular meeting of the City Council of the City of Bee Cave, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____
Kara King, *Mayor*

ATTEST:

_____
Kaylynn Holloway, *City Secretary*

APPROVED:

_____
Ryan Henry, *City Attorney*

Attachment A - Territory

[Metes and Bounds of full property including property of landowner and property annexed including any ROW.]

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 28, 2020 11:50 AM Fee: $42.00
2020155918
Electronically Recorded

15/2025857-KFO/CW

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: July 15, 2020

Grantor: LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas

Grantor's Mailing Address: 16101 SH 71 West, Building B, Austin Texas 78738

Grantee: TRAVIS COUNTY, a political subdivision of the State of Texas

Grantee's Mailing Address: P.O. Box 1748, Austin, Texas 78767

Consideration: Donation in accordance with Section 272.001(l), Texas Local Government Code, and other good and valuable consideration received by Grantor.

Property (including any improvements):

See attached Exhibit "A"

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____
Name: Kim Flasch
Title: President, Board of Trustees

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15 day of July, 2020, by Kim Flasch, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

Ami J. Tobin
Notary Public, State of Texas

AMI J TOBIN
NOTARY PUBLIC
ID# 8260552
State of Texas
Comm. Exp. 09-17-2020

Vail Divide
0.35 Acre

Exhibit A

DESCRIPTION OF A 0.35 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN SEPTEMBER 2018, LOCATED IN THE G. WOLFE SURVEY NO. 182, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 136.059 ACRE TRACT CONVEYED TO LAKE TRAVIS I.S.D. IN DOCUMENT NUMBER 2010014061, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.35 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with "R-J" cap found in the east line of said 136.059 acre tract, for the northernmost corner of the remainder of a called 117.35 acre tract, same being the northwest terminus of Vail Divide (right-of-way varies), for the **POINT OF BEGINNING;**

THENCE with the east line of said 136.059 acre tract, same being the west line of said remainder tract, S27°20'35"W, a distance of 109.14 feet to a ½ inch iron rod with "Delta Survey" cap set, from which a cotton spindle found in said common line bears S27°20'35"W, a distance of 482.71 feet;

THENCE leaving the west line of said remainder tract, and crossing said 136.059 acre tract, the following five (5) courses and distances:

1. N62°38'59"W, a distance of 81.15 feet to a ½ inch iron rod with "Delta Survey" cap set,
2. N27°21'01"E, a distance of 213.45 feet to a ½ inch iron rod with "Delta Survey" cap set,
3. with the arc of a curve to the left an arc distance of 139.19 feet, through a central angle of 17°33'58", having a radius of 454.00 feet, and whose chord bears N18°34'01"E, a distance of 138.65 feet to a ½ inch iron rod with "Delta Survey" cap set,
4. S09°45'57"W, a distance of 102.99 feet to an iron rod with "R-J" cap found, and

Vail Divide
0.35 Acre

5. with the arc of a curve to the left an arc distance of 160.53 feet, through a central angle of 17°48'47", having a radius of 516.34 feet, and whose chord bears S00°54'36"W, a distance of 159.88 feet to the **POINT OF BEGINNING** and containing 0.35 acre of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

09-04-18
Date

John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

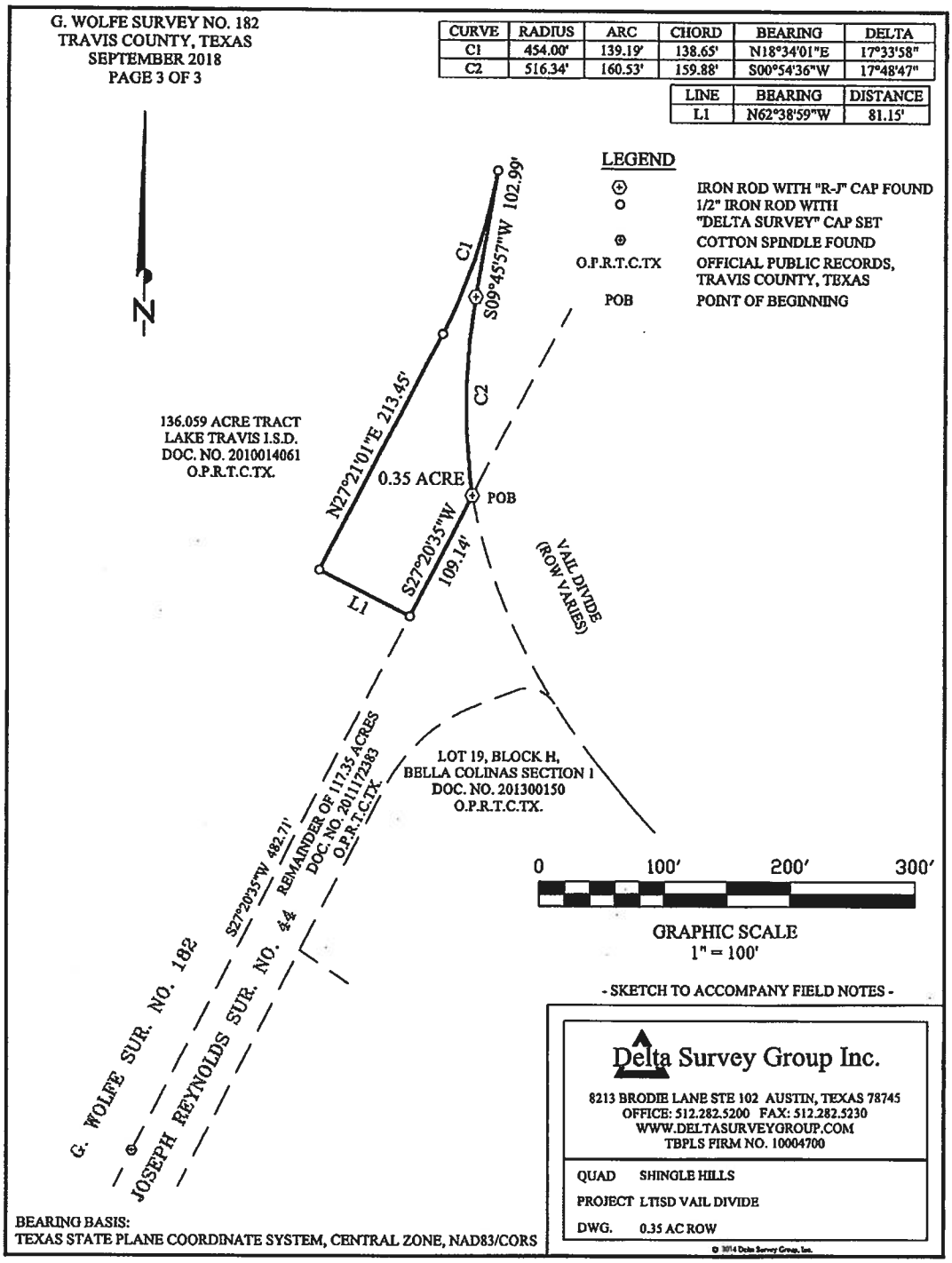
STATE OF TEXAS
REGISTERED
JOHN E BRAUTIGAM
5057
PROFESSIONAL
LAND SURVEYOR

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

G. WOLFE SURVEY NO. 182
TRAVIS COUNTY, TEXAS
SEPTEMBER 2018
PAGE 3 OF 3

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	454.00'	139.19'	138.65'	N18°34'01"E	17°33'58"
C2	516.34'	160.53'	159.88'	S00°54'36"W	17°48'47"

LINE	BEARING	DISTANCE
L1	N62°38'59"W	81.15'



LEGEND

⊕	IRON ROD WITH "R-J" CAP FOUND
○	1/2" IRON ROD WITH "DELTA SURVEY" CAP SET
⊕	COTTON SPINDLE FOUND
O.P.R.T.C.TX	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
POB	POINT OF BEGINNING

- SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.
8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
OFFICE: 512.282.5200 FAX: 512.282.5230
WWW.DELTASURVEYGROUP.COM
TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
PROJECT LTISD VAIL DIVIDE
DWG. 0.35 AC ROW

© 2014 Delta Survey Group, Inc.

BEARING BASIS:
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 28, 2020 11:50 AM Fee: $42.00
2020155919
Electronically Recorded

15/ 2025857-KFO/CW

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

SLOPE EASEMENT

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

That the LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas whose address is 16101 SH 71 West, Building B, Austin Texas 78738, hereinafter referred to as "Grantor," for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to Grantor in hand paid by TRAVIS COUNTY, a political subdivision of the State of Texas, hereinafter referred to as "Grantee," the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied is retained, have this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto the Grantee, whose address is P.O. Box 1748, Austin, Texas 78767, an easement to construct a fill slope and structural containment related to a public roadway constructed on Grantee's property (the "Easement") in, upon, and across the following described land, to-wit:

> All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in **Exhibit A** attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property (the "Easement Area").

TO HAVE AND TO HOLD the same perpetually to the Grantee and its successors and assigns, together with the privilege at any and all times to use the Easement Area, or any part thereof, for the purpose of a fill slope and structural containment and, in Grantee's sole discretion, Grantee determines it is necessary to enter the Easement Area, an easement for the operation, inspection, and to maintain, replace, and repair said fill slope and structural containment (the "Easement Purpose").

The easement conveyed herein is granted and conveyed subject to all easements, encumbrances, restrictions, and other matters of record. Grantor does hereby bind itself, its heirs, successors, assigns, and legal representatives to warrant and forever defend all and singular the herein described Easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through

or under Grantor, but not otherwise, and, as aforesaid, except as to all easements, encumbrances, restrictions and other matters of record.

IN WITNESS THEREOF, Grantor has caused this instrument to be executed on this 15 day of July, 2020.

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____
Name: Kim Flasch
Title: President, Board of Trustees

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15 day of July, 2020, by Kim Flasch, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

_____
Notary Public, State of Texas

AMI J TOBIN
NOTARY PUBLIC
ID# 8260552
State of Texas
Comm. Exp. 09-17-2020

Vail Divide
0.04 Acre

DESCRIPTION OF A 0.04 ACRE TRACT, PREPARED FOR EASEMENT PURPOSES ONLY BY DELTA SURVEY GROUP INC., IN JANUARY 2019, LOCATED IN THE C. WOLFE SURVEY NO. 182, BEING A PORTION OF A CALLED 136.059 ACRE TRACT CONVEYED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NUMBER 2010014061, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.04 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod with "Randall Jones" cap found in the west right-of-way (ROW) line of Vail Divide (ROW varies) for a southeast corner of said 136.059 acre tract, same being the southernmost corner of a 2.961 acre tract described in Document Number 2018052788, Official Public Records, Travis County, Texas, also being the northernmost corner of a 4167 square foot tract described in Document Number 2018052785, Official Public Records, Travis County, Texas, for the **POINT OF COMMENCEMENT**, from which a ½ inch iron rod with "Delta Survey" cap found in the east line of said 136.059 acre tract for the southwest corner of said 4167 square foot tract, same being the northernmost corner of a 0.34 acre tract described in Document Number 2018052811, Official Public Records, Travis County, Texas, bears S27°20'35"W, a distance of 109.16 feet;

THENCE crossing said 136.059 acre tract, S63°58'18"W, a distance of 136.01 feet to a calculated point for the **POINT OF BEGINNING;**

THENCE continuing to cross said 136.059 acre tract, the following eight (8) courses and distances:

1. N62°19'07"W, a distance of 2.98 feet to a calculated point,
2. N27°25'48"E, a distance of 74.04 feet to a calculated point,
3. N27°21'01"E, a distance of 18.31 feet to a calculated point,
4. N22°48'34"E, a distance of 84.70 feet to a calculated point,
5. N27°42'22"E, a distance of 46.79 feet to a calculated point,
6. N27°05'48"E, a distance of 83.01 feet to a calculated point,
7. with the arc of a curve to the right an arc distance of 93.81 feet, through a central angle of 11°50'20", having a radius of 454.00 feet, and whose chord bears S21°25'50"W, a distance of 93.64 feet to a calculated point, and

Vail Divide
0.04 Acre

8. S27°21'01"W, a distance of 213.45 feet to the **POINT OF BEGINNING** and containing 0.04 acre of land more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

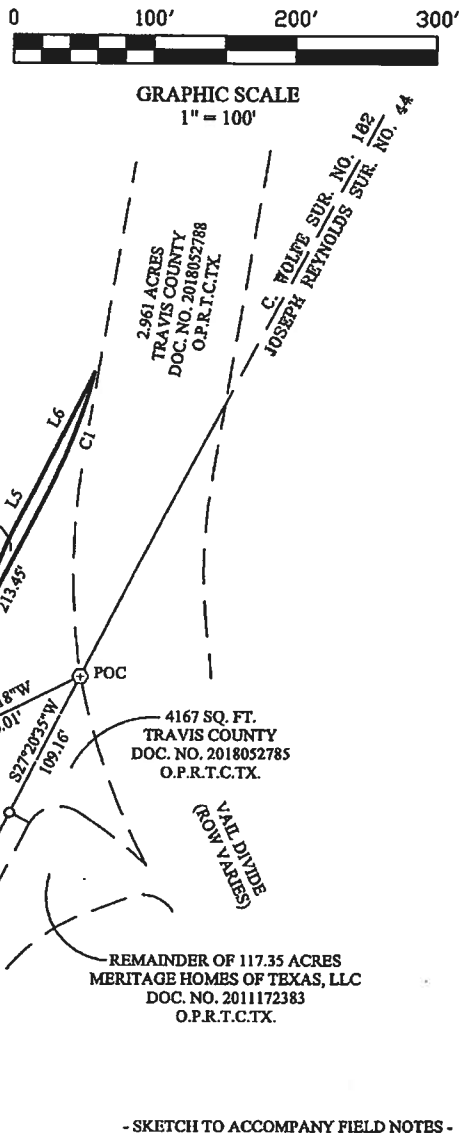
01-17-19
Date

John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

STATE OF TEXAS
REGISTERED
JOHN E BRAUTIGAM
5057
PROFESSIONAL
LAND SURVEYOR

C. WOLFE SURVEY NO. 182
TRAVIS COUNTY, TEXAS
JANUARY 2019
PAGE 3 OF 3



LINE	BEARING	DISTANCE
L1	N62°19'07"W	2.98'
L2	N27°25'48"E	74.04'
L3	N27°21'01"E	18.31'
L4	N22°48'34"E	84.70'
L5	N27°42'22"E	46.79'
L6	N27°05'48"E	83.01'

LEGEND

⊕	1/2" IRON ROD WITH "RANDALL JONES" CAP FOUND
o	1/2" IRON ROD WITH "DELTA SURVEY" CAP FOUND
O.P.R.T.C.TX	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	454.00'	93.81'	93.64'	S21°25'50"W	11°50'20"

ALL CORNERS ARE CALCULATED POINTS UNLESS OTHERWISE NOTED
BEARING BASIS:
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

- SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX 78745
office: (512) 282-5200 fax: (512) 282-5230
WWW.DELTASURVEYGROUP.COM
TBPLS FIRM No. 10004700

QUAD SHINGLE HILLS
PROJECT LTISD VAIL DIVIDE
DWG. 0.04 AC SLOPE ESMT

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29

TNR Permit No. 17-15108

LICENSE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

29 pgs 2020213694

This License Agreement ("**Agreement**") is made and entered into by and between Travis County, a political subdivision of the State of Texas, (the "**COUNTY**") and Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas (the "**DISTRICT**"), hereinafter collectively referred to as the "**Parties**," for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of Vail Divide, a portion of which is constructed on the approximately 0.35-acre parcel of land described in the attached **Exhibit "A"** (the "**Right of Way**"); and

WHEREAS, the DISTRICT owns and operates public educational facilities on approximately 133.099 acres of land adjoin and adjacent to the Right of Way; and

WHEREAS, prior to the dedication of the Right of Way, the DISTRICT had installed certain improvements, as part of the public educational facilities, in portions of the Right-of-Way, and

WHEREAS, the improvements are five (5) streetlights and underground electrical conduit (the "**Improvements**"), which are not intended or used for vehicular traffic, and are depicted in the attached **Exhibit "B"**; and

WHEREAS, prior to the dedication of the Right of Way, the County had accepted the conveyance of approximately 2.961 acres of right of way for Vail Divide, more particularly described in the license agreement recorded in Document 2018157264, Official Public Records, Travis County, Texas, a copy of which is attached as **Exhibit "C"** ("**2018 License Agreement**"), and

WHEREAS, Exhibit B attached to the 2018 License Agreement shows three (3) proposed streetlights and underground conduit within the 2.961 acres of right of way; and

WHEREAS, the three (3) proposed streetlights have been constructed and are included in and are part of the Improvements shown in the attached **Exhibit "B"**; and

WHEREAS, the area within which the Improvements are installed and to be maintained (the "**Licensed Property**") is described in the **Exhibit "B**," which is attached hereto and incorporated herein for all purposes; and

Unofficial Document

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UNOFFICIAL DOCUMENT

TNR Permit No. 17-15108

WHEREAS, the COUNTY and the DISTRICT intend for this Agreement to supersede the 2018 License Agreement with respect to the Licensed Property and Improvements depicted in the attached **Exhibit "B".**

NOW, THEREFORE, the COUNTY and the DISTRICT, agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title, and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the DISTRICT permission to use the Licensed Property to maintain, repair, and replace the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the DISTRICT each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The above stated Recitals;
2. The provision of public education to the citizens of Travis County, and
3. The agreement by the DISTRICT to provide the below-specified insurance and indemnification in favor of the COUNTY.

III County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath, or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property; however, any damage to or destruction of the DISTRICT'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim, or liability to the COUNTY, its agents, contractors, officers, or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the DISTRICT with at least thirty (30) days prior written notice of any such contemplated action; provided, however, the COUNTY will cooperate with the DISTRICT to effect the relocation of the DISTRICT'S affected Improvements at the DISTRICT'S sole expense.

B. SUBJECT TO THE PROVISIONS IN THIS AGREEMENT, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE

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UNOFFICIAL DOCUMENT

DISTRICT, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

The DISTRICT shall, at its sole expense, provide extended public liability insurance coverage. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DISTRICT, its officers, employees, agents, or contractors, relative to this Agreement. The DISTRICT shall be responsible for any deductibles stated in the policy. A true copy of a Certificate of Insurance or similar document demonstrating insurance coverage maintained by the DISTRICT shall be delivered to the COUNTY'S County Executive of Transportation and Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

V. Indemnification

To the extent permitted by Texas law, the DISTRICT agrees to and shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT'S construction, maintenance, or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses, or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above; or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. Conditions

A. Compliance with Regulations. The DISTRICT agrees that all construction, maintenance, and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State, and/or Federal policies; traffic, building, health, and safety ordinances; laws; and regulations

B. DISTRICT'S Responsibilities. The DISTRICT will be responsible for any damage to or relocation of existing facilities required by the construction of the Improvements Further, the DISTRICT shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the DISTRICT.

C. Maintenance. The DISTRICT shall maintain the Licensed Property by keeping the

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Unofficial Document

TNR Permit No. 17-15108

area free of debris and litter and maintaining the Improvements.

D. Removal or Modification. The DISTRICT agrees that removal or modification of any improvements now existing or to be later replaced shall be at the DISTRICT'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the DISTRICT or the COUNTY. A written memorandum of this Agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Default. In the event that the DISTRICT fails to maintain the Licensed Property, then the COUNTY shall give the DISTRICT written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The DISTRICT shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the DISTRICT does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the DISTRICT agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement, Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the DISTRICT abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the DISTRICT, if such abandonment has not been remedied by the DISTRICT within such period. The COUNTY shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the DISTRICT, its successors and assigns hereunder. All installations of the DISTRICT not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the DISTRICT. This Agreement may be terminated by the DISTRICT by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the DISTRICT so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

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TNR Permit No. 17-15108

B. Termination by COUNTY. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest as determined by the Commissioners Court, after providing at least thirty (30) days prior written notice to the DISTRICT. Subject to prior written notification to the DISTRICT or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;

2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;

4 Despite thirty (30) days written notice to the DISTRICT, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The DISTRICT fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the DISTRICT abandons or fails to maintain the Improvements, and the COUNTY receives no substantive response within thirty (30) days following written notification to the DISTRICT, then this Agreement may be terminated upon delivery to the DISTRICT of a notice of Termination, and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from DISTRICT the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the DISTRICT to effect the relocation of the DISTRICT'S affected Improvements at the DISTRICT'S sole expense. The DISTRICT shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the

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Unofficial Document

TNR Permit No 17-15108

Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns

XIV. Assignment

The DISTRICT shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the DISTRICT, or its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the DISTRICT'S rights in this Agreement, giving name, date, address, and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

DISTRICT:
Robert Winovitch
Director of Facilities and Construction (or successor)
16101 SH 71 West, Building B,
Austin, Texas 78738

COUNTY.

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

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TNR Permit No. 17-15108

COPIES TO:

Cynthia McDonald, County Executive (or successor) Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

Honorable David Escamilla (or successor) Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 356.279

XVI. Annexation by a City

If the total area within the Licensed Property is annexed for full purposes by a city ("**CITY**"), then all references in this Agreement to "COUNTY" shall be construed to mean "CITY" and any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATE SET FORTH BELOW.

COUNTY:
Travis County a political subdivision of the State of Texas

DocuSigned by
By: Samuel T Biscoe
CD20CF3C984C43F
Samuel T. Biscoe, County Judge

Date: 10/20/2020 | 9:56 AM CDT

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

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TNR Permit No. 17-15108

TERMS AND CONDITIONS ACCEPTED, this the 4th day of September, 2020.

DISTRICT:

Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By. _____
Name: Paul Norton
Title: Superintendent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 4th day of September, 2020, by Paul Norton, Superintendent of the Lake Travis Independent School District, on behalf of said public school district.

_____
Notary Public, State of Texas

Printed Name: Ami J. Tobin
My Commission expires: 9-17-2024

AMI J. TOBIN
Notary Public, State of Texas
Comm. Expires 09-17-2024
Notary ID 6280582

ADDRESS OF DISTRICT:

Lake Travis Independent School District
16101 SH 71 West, Building B
Austin Texas 78738

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UNOFFICIAL DOCUMENT

Vail Divide
0.35 Acre

Exhibit A

DESCRIPTION OF A 0.35 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN SEPTEMBER 2018, LOCATED IN THE G. WOLFE SURVEY NO. 182, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 136.059 ACRE TRACT CONVEYED TO LAKE TRAVIS I.S.D. IN DOCUMENT NUMBER 2010014061, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.35 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with "R-J" cap found in the east line of said 136.059 acre tract, for the northernmost corner of the remainder of a called 117.35 acre tract, same being the northwest terminus of Vail Divide (right-of-way varies), for the **POINT OF BEGINNING**;

THENCE with the east line of said 136.059 acre tract, same being the west line of said remainder tract, S27°20'35"W, a distance of 109.14 feet to a ½ inch iron rod with "Delta Survey" cap set, from which a cotton spindle found in said common line bears S27°20'35"W, a distance of 482.71 feet;

THENCE leaving the west line of said remainder tract, and crossing said 136.059 acre tract, the following five (5) courses and distances:

1. N62°38'59"W, a distance of 81.15 feet to a ½ inch iron rod with "Delta Survey" cap set,
2. N27°21'01"E, a distance of 213.45 feet to a ½ inch iron rod with "Delta Survey" cap set,
3. with the arc of a curve to the left an arc distance of 139.19 feet, through a central angle of 17°33'58", having a radius of 454.00 feet, and whose chord bears N18°34'01"E, a distance of 138.65 feet to a ½ inch iron rod with "Delta Survey" cap set,
4. S09°45'57"W, a distance of 102.99 feet to an iron rod with "R-J" cap found, and

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Vail Divide
0.35 Acre

5. with the arc of a curve to the left an arc distance of 160.53 feet, through a central angle of 17°48'47", having a radius of 516.34 feet, and whose chord bears S00°54'36"W, a distance of 159.88 feet to the **POINT OF BEGINNING** and containing 0.35 acre of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

09-04-18
Date

John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

STATE OF TEXAS
REGISTERED
JOHN E BRAUTIGAM
5057
PROFESSIONAL
LAND SURVEYOR

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

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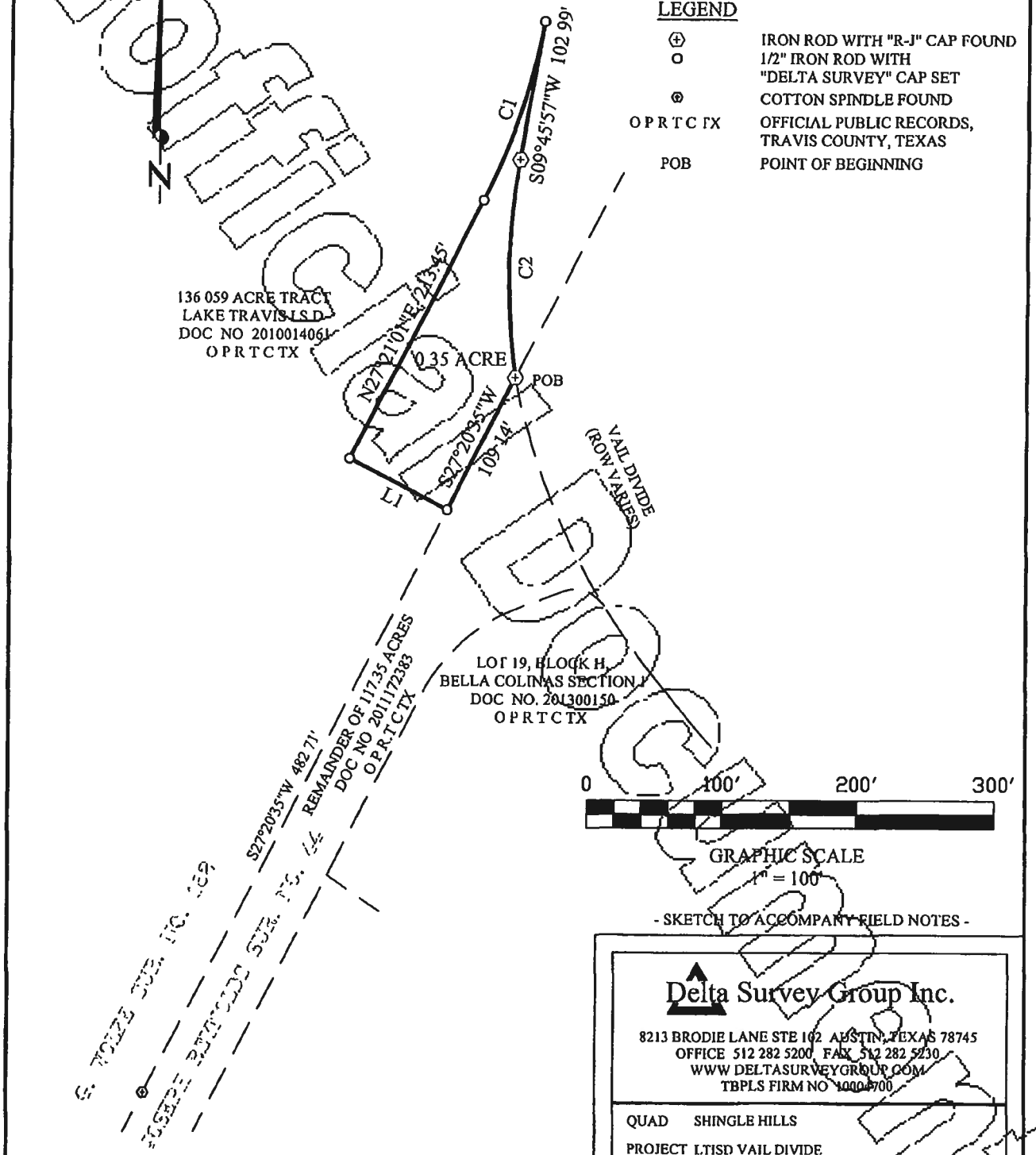
G WOLFE SURVEY NO 182
TRAVIS COUNTY, TEXAS
SEPTEMBER 2018
PAGE 3 OF 3

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	454 00'	139 19'	138 65'	N18°34'01"E	17°33'58"
C2	516 34'	160 53'	159 88'	S00°54'36"W	17°48'47"

LINE	BEARING	DISTANCE
L1	N62°38'59"W	81 15'

LEGEND

⊕	IRON ROD WITH "R-J" CAP FOUND
o	1/2" IRON ROD WITH "DELTA SURVEY" CAP SET
⊗	COTTON SPINDLE FOUND
O P R T C TX	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
POB	POINT OF BEGINNING



- SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
OFFICE 512 282 5200 FAX 512 282 5230
WWW DELTASURVEYGROUP COM
TBPLS FIRM NO 10004700

QUAD SHINGLE HILLS
PROJECT LTISD VAIL DIVIDE
DWG 0 35 AC ROW

© 2014 Delta Survey Group Inc

BEARING BASIS·
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

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Exhibit "B"

Unofficial Document

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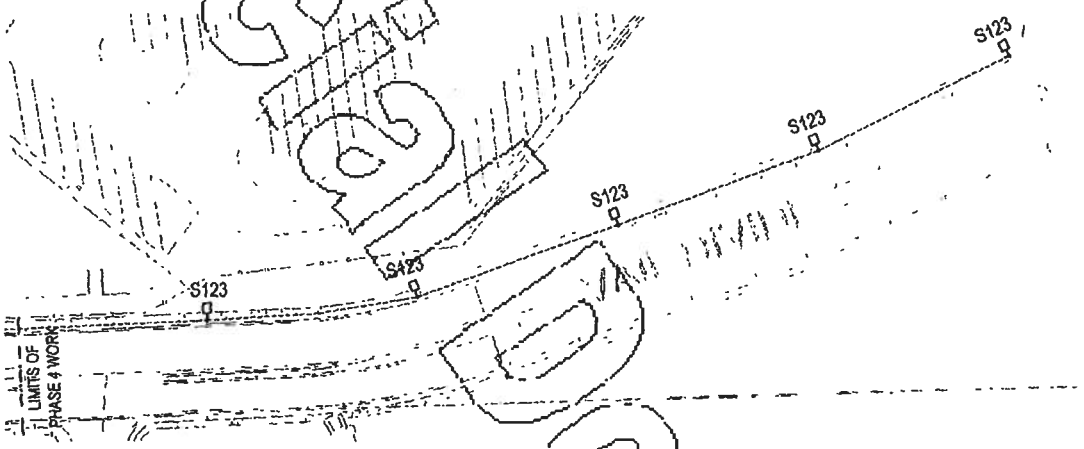

VAIL DIVIDE STREET LIGHTING
PHASE 3B - ELECTRICAL - SITE LIGHTING

1 SCALE 1" = 30'

TRUE NORTH

PLAN NORTH

LEGEND

LIGHTING

S123 SITE LIGHT POLE

CONDUIT AND WIRING

PVC CONDUIT RUN IN OR BELOW SLAB OR GROUND

LTISD EDUCATIONAL FACILITIES, PHASE 4

MIDDLE SCHOOL 3

ELECTRICAL SITE LIGHTING

NGINEERING, INC.

E-1

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TNR Permit No. 17-15108

Exhibit "C"

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ORIGINAL
FILED FOR RECORD

ORIGINAL
FILED FOR RECORD
2020 SEP 26 AM 7:53
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

TNR Permit No 09-1401

LICENSE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas (the "DISTRICT"), hereinafter collectively referred to as the "Parties," for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of Vail Divide constructed on the approximately 2.961 acre parcel of land described in the attached **Exhibit "A"** (the "**Right of Way**"); and

WHEREAS, the DISTRICT owns and operates public educational facilities on approximately 133.099 acres of land adjoin and adjacent to the Right of Way ("**DISTRICT Land**"); and

WHEREAS, prior to the dedication of the Right of Way, the DISTRICT had installed certain improvements, as part of the public educational facilities, in portions of the Right-of-Way; and

WHEREAS, the improvements are street lights and two underground pipes, being part of the water quality control facilities conveying storm water to be re-irrigated on land owned by the DISTRICT (the "**Improvements**"), which are not intended or used for vehicular traffic; and

WHEREAS, the storm water pipes, being part of the water quality facilities required by the City of Bee Cave, Texas NPS Ordinance, are necessary for the continuing operation of the public educational facilities located on the DISTRICT Land; and

WHEREAS, the area of the Right-of-Way within which the Improvements are installed and to be maintained (the "**Licensed Property**") is described in the **Exhibit "B**," which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the DISTRICT agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the DISTRICT permission to use the Licensed Property to maintain, repair and replace the Improvements existing in the Licensed Property as of the date of this Agreement.

15 51.918 Tex. 18 R

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TNR Permit No. 09-1401

II. Consideration

The COUNTY and the DISTRICT each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The provision of public education to the citizens of Travis County; and

2. The agreement by the DISTRICT to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the DISTRICTS property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the DISTRICT with at least thirty (30) days prior written notice of any such contemplated action; provided, however, the COUNTY will cooperate with the DISTRICT to effect the relocation of the DISTRICT'S affected Improvements at the DISTRICT'S sole expense.

B. SUBJECT TO THE PROVISIONS IN THIS AGREEMENT, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE DISTRICT, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV Insurance

The DISTRICT shall, at its sole expense, provide extended public liability insurance coverage. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DISTRICT, its officers, employees, agents or contractors, relative to this Agreement. The DISTRICT shall be responsible for any deductibles stated in the policy. A true copy of a Certificate of Insurance or similar document

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demonstrating insurance coverage maintained by the DISTRICT shall be delivered to the COUNTY'S Executive Manager of Transportation and Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

IV Indemnification

To the extent permitted by Texas law, the DISTRICT agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT'S construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. Conditions

A. Compliance with Regulations. The DISTRICT agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State, and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B DISTRICT'S Responsibilities The DISTRICT will be responsible for any damage to or relocation of existing facilities required by the construction of the Improvements. Further, the DISTRICT shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the DISTRICT.

C. Maintenance. The DISTRICT shall maintain the Licensed Property by keeping the area free of debris and litter and maintaining the Improvements.

D. Removal or Modification. The DISTRICT agrees that removal or modification of any Improvements now existing or to be later replaced shall be at the DISTRICT'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the DISTRICT or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Default. In the event that the DISTRICT fails to maintain the Licensed Property, then the COUNTY shall give the DISTRICT written notice thereof by registered or

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certified mail, return receipt requested, to the addresses set forth below. The DISTRICT shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the DISTRICT does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the DISTRICT agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

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This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement If the DISTRICT abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the DISTRICT, if such abandonment has not been remedied by the DISTRICT within such period. The COUNTY shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the DISTRICT, its successors and assigns hereunder. All installations of the DISTRICT not removed shall be deemed property of the COUNTY as of the time abandoned

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1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;

2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;

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TNR Permit No 09-1401

4. Despite thirty (30) days written notice to the DISTRICT, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The DISTRICT fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the DISTRICT abandons or fails to maintain the Improvements, and the COUNTY receives no substantive response within thirty (30) days following written notification to the DISTRICT, then this Agreement may be terminated upon delivery to the DISTRICT of a notice of Termination and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from DISTRICT the COUNTY'S actual expenses incurred in connection therewith.

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X Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land;

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TNR Permit No. 09-1401

therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

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The DISTRICT shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the DISTRICT, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the DISTRICT'S rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

DISTRICT:
Robert Winovitch
Director of Facilities and Construction (or successor)
16101 SH 71 West, Building B,
Austin Texas 78738

COUNTY:

Honorable Sarah Eckhardt (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPIES TO:

Steven Manilla, Executive Manager (or successor) Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

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FILED FOR RECORD
2018 SEP 26 AM 7:23
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

TNR Permit No 09-1401

Honorable David Escamilla (or successor) Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83

XVI. Annexation by a City

If the total area within the Licensed Property is annexed for full purposes by a City (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY" and any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____
Sarah Eckhardt, County Judge

Date: SEP 18 2018

TERMS AND CONDITIONS ACCEPTED, this the 18 day of September, 2018.

THE DISTRICT:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____
Name: Kim Flasch
Title: President, Board of Trustees

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UNOFFICIAL DOCUMENT

TNR Permit No. 09-1401

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 18TH day of SEPTEMBER, 2018, by SARAH ECKHARDT, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

JOE HON
Notary Public, State of Texas
My Commission Expires
February 17, 2019

JOE HON
Printed/Typed Name

My commission expires: FEB 17 2019

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 23 day of August, 2018, by Kim Flasch, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

TERRI P BUTLER
Notary Public, State of Texas
Comm. Expires 09-13-2018
Notary ID 549178-2

Terri Butler
Notary Public, State of Texas

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Unofficial Document

TNR Permit No. 09-1401

ADDRESS OF DISTRICT:

Lake Travis Independent School District
16101 SH 71 West, Building B
Austin Texas 78738

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EXHIBIT "A"

Landesign Services, Inc.
1220 McNeil Road
Suite 200
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax
Firm Registration No. 10001800

EXHIBIT " "

METES AND BOUNDS DESCRIPTION – VAIL DIVIDE

BEING 2.961 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE G. WOLFE SURVEY NO. 182, ABSTRACT NO. 2525 IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF A CALLED 136.059 ACRE TRACT DESCRIBED IN DEED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT OF RECORD IN DOCUMENT NO. 2010014061 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Type I highway right-of-way monument found in the existing south right-of-way line of State Highway 71 (SH 71)(150' right-of-way width) and the north line of said 136.059 acres;

THENCE along a curve to the left having a radius of 5639.33 feet, a delta angle of 04°07'31", a length of 406.02 feet and a chord which bears North 86°38'03" West a distance of 405 94 feet with the existing south right-of-way line of said SH 71 and the north line of said 136.059 acres to a 1/2" iron rod with plastic cap stamped "Landesign" set for the **POINT OF BEGINNING;**

THENCE crossing through said 136.059 acres the following six (6) courses:

1. South 00°27'09" West a distance of 56.40 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set,

2. Along a curve to the right having a radius of 311 00 feet, a delta angle of 11°28'42", a length of 62.30 feet and a chord which bears South 06°11'30" West a distance of 62.20 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set;

3. Along a curve to the left having a radius of 289.00 feet, a delta angle of 11°28'42", a length of 57.90 feet and a chord which bears South 06°11'30" West a distance of 57.80 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set;

4. South 00°27'09" West a distance of 605.66 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set;

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UNOFFICIAL DOCUMENT

5. Along a curve to the right having a radius of 1046.00 feet, a delta angle of 09°21'31", a length of 170.85 feet and a chord which bears South 05°07'55" West a distance of 170.66 feet to a1/2" iron rod with plastic cap stamped "Landesign" set;

6. South 09°48'40" West a distance of 323.56 feet to a 1/2" iron rod found in the east line of the 136.059 acres, the west line of Lot 31, Block A of Bella Colinas Section 1, a subdivision of record in Document No. 2013001150 of the O.P.R.T.C.T. and the northeast corner of Vail Divide by plat of said Bell Colinas Section 1, from which a 1/2" iron rod found at the northeast corner of the 136.059 acres bears North 28°17'49' East a distance of 1397.11 feet;

THENCE with the east line of the 136.059 acres and the north end of Vail Divide by plat of Bella Colinas Section 1 the following two (2) courses:

1. South 28°17'49" West a distance of 70.25 feet to a calculated point;

2. South 27°21'34" West a distance of 149.47 feet to a 1/2" iron rod found at the northwest corner of Vail Divide by plat of Bella Colinas Section 1 and the northernmost corner of a called 117.35 acre tract described in deed to Heritage Homes of Texas recorded in Document No. 2011172383 of the O.P.R.T.C.T., from which a spindle found at an angle point in the east line of the 136.059 acres and the west line of said 117.35 acres bears South 27°21'34" West a distance of 591.97 feet;

THENCE crossing through the 136.059 acres the following four (4) courses:

1. Along a curve to the right having a radius of 516.34 feet a delta angle of 17°46'41", a length of 160.21 feet and a chord which bears North 00°55'19" East a distance of 159.57 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set;

2. North 09°48'40" East a distance of 375.05 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set;

3. Along a curve to the left having a radius of 954.00 feet, a delta angle of 09°21'31",a length of 155.82 feet and a chord which bears North 05°07'55" East a distance of 155.65 feet to a1/2" iron rod with plastic cap stamped "Landesign" set;

4. THENCE North 00°27'09" East a distance of 782.04 feet to 1/2" iron rod with plastic cap stamped "Landesign" set in the north line of the 136.059 acres and the existing south right-of-way line of SH 71;

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UNOFFICIAL DOCUMENT

THENCE along a curve to the right having a radius 5639.33 feet, a delta angle of 01°03'24", a length of 104.00 feet and a chord which bears South 89°13'31" East a distance of 104.00 feet with the north line of the 136.059 acres and the existing south right-of-way line of SH 71 to the POINT OF BEGINNING

This parcel contains 2.961 acres of land, out of the G. Wolfe Survey No. 182, Abstract No. 2525 in Travis County, Texas. Description prepared from an on-the-ground survey made during October and November, 2014. All bearings are based on the Texas State Plane Coordinate System, Central Zone 4203.

11/10/17

David R. Hartman Date
Registered Professional Land Surveyor
State of Texas No. 5264
Firm Reg. No. 10001800

STATE OF TEXAS REGISTERED DAVID R. HARTMAN 5264 PROFESSIONAL LAND SURVEYOR

Job Number. 321-13-1
Attachments: Survey Drawing L:\L&C\Bella Colinas\DWGS\3210111VailDivide dwg

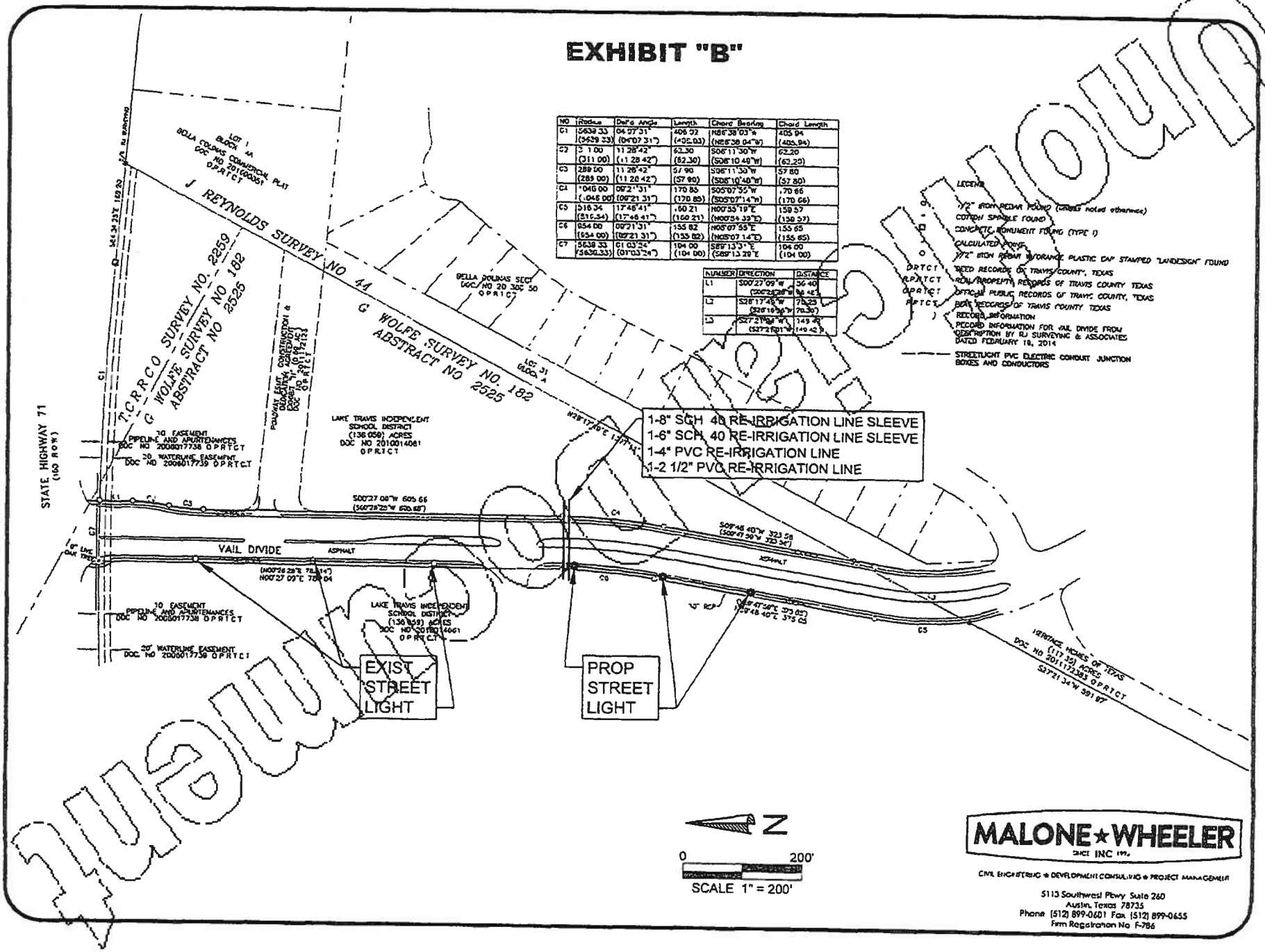
EXHIBIT "B"

NO	Radius	Delta Angle	Length	Chord Bearing	Chord Length
C1	5639.33 (5639.33)	04°07'31" (04°07'31")	406.02 (406.03)	N86°38'03"W (N86°38'04"W)	405.94 (405.94)
C2	3[illegible]1.00 (311.00)	11°28'42" (11°28'42")	62.30 (62.30)	S06°11'30"W (S06°10'49"W)	62.20 (62.20)
C3	289.00 (289.00)	11°28'42" (11°28'42")	57.90 (57.90)	S06°11'30"W (S06°10'49"W)	57.80 (57.80)
C4	*046.00 (1046.00)	09°21'31" (09°21'31")	170.85 (170.85)	S05°07'55"W (S05°07'14"W)	170.66 (170.66)
C5	516.54 (516.54)	17°48'41" (17°48'41")	160.21 (160.21)	N00°55'19"E (N00°54'39"E)	159.57 (159.57)
C6	854.00 (854.00)	09°21'31" (09°21'31")	155.82 (155.82)	N05°07'55"E (N05°07'14"E)	155.65 (155.65)
C7	5639.33 (5639.33)	01°03'24" (01°03'24")	104.00 (104.00)	S89°13'31"E (S89°13'20"E)	104.00 (104.00)

NUMBER	DIRECTION	DISTANCE
L1	S00°27'09"W (S00°28'25"W)	36.40 (36.42)
L2	S28°17'48"W (S28°18'36"W)	78.23 (78.30)
L3	S27°21'[illegible]"W (S27°21'01"W)	149.49 (149.42)

LEGEND

- 1/2" IRON REBAR FOUND (UNLESS NOTED OTHERWISE)
- COTTON SPINDLE FOUND
- CONCRETE MONUMENT FOUND (TYPE I)
- CALCULATED POINT
- 1/2" IRON REBAR W/ORANGE PLASTIC CAP STAMPED "LANDESIGN" FOUND
- DRTCT DEED RECORDS OF TRAVIS COUNTY, TEXAS
- RPRTCT ROLL/PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
- OPRTCT OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- BCR RECORDS OF TRAVIS COUNTY TEXAS
- RECORD INFORMATION
- RECORD INFORMATION FOR VAIL DIVIDE FROM DESCRIPTION BY RJ SURVEYING & ASSOCIATES DATED FEBRUARY 18, 2014
- STREETLIGHT PVC ELECTRIC CONDUIT JUNCTION BOXES AND CONDUCTORS



MALONE★WHEELER
INC 19[illegible]

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy Suite 260
Austin, Texas 78735
Phone (512) 899-0601 Fax (512) 899-0655
Firm Registration No F-786

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Unofficial Document

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Commissioners Court Specialist
Travis County Clerk's Office
5501 Airport Blvd.
Austin, TX 78751

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Dana DeBeauvoir
Oct 04, 2018 10:12 AM 2018157264
CAMPOSO $78.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

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Travis County Clerk's Office
5501 Airport Boulevard
Austin, Texas 78751

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Dana DeBeauvoir, County Clerk
Travis County, Texas

2020213694

Nov 06, 2020 12:08 PM
Fee: $138.00 RENTERIAKI

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Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 28, 2020 11:50 AM Fee: $42.00
2020155919
Electronically Recorded

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

SLOPE EASEMENT

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

That the LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas whose address is 16101 SH 71 West, Building B, Austin Texas 78738, hereinafter referred to as "Grantor," for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to Grantor in hand paid by TRAVIS COUNTY, a political subdivision of the State of Texas, hereinafter referred to as "Grantee," the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied is retained, have this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto the Grantee, whose address is P.O. Box 1748, Austin, Texas 78767, an easement to construct a fill slope and structural containment related to a public roadway constructed on Grantee's property (the "Easement") in, upon, and across the following described land, to-wit:

> All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in **Exhibit A** attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property (the "Easement Area").

TO HAVE AND TO HOLD the same perpetually to the Grantee and its successors and assigns, together with the privilege at any and all times to use the Easement Area, or any part thereof, for the purpose of a fill slope and structural containment and, in Grantee's sole discretion, Grantee determines it is necessary to enter the Easement Area, an easement for the operation, inspection, and to maintain, replace, and repair said fill slope and structural containment (the "Easement Purpose").

The easement conveyed herein is granted and conveyed subject to all easements, encumbrances, restrictions, and other matters of record. Grantor does hereby bind itself, its heirs, successors, assigns, and legal representatives to warrant and forever defend all and singular the herein described Easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through

or under Grantor, but not otherwise, and, as aforesaid, except as to all easements, encumbrances, restrictions and other matters of record.

IN WITNESS THEREOF, Grantor has caused this instrument to be executed on this 15 day of July, 2020.

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____
Name: Kim Flasch
Title: President, Board of Trustees

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15 day of July, 2020, by Kim Flasch, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

_____
Notary Public, State of Texas

AMI J TOBIN
NOTARY PUBLIC
ID# 8260552
State of Texas
Comm. Exp. 09-17-2020

Vail Divide
0.04 Acre

DESCRIPTION OF A 0.04 ACRE TRACT, PREPARED FOR EASEMENT PURPOSES ONLY BY DELTA SURVEY GROUP INC., IN JANUARY 2019, LOCATED IN THE C. WOLFE SURVEY NO. 182, BEING A PORTION OF A CALLED 136.059 ACRE TRACT CONVEYED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NUMBER 2010014061, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.04 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod with "Randall Jones" cap found in the west right-of-way (ROW) line of Vail Divide (ROW varies) for a southeast corner of said 136.059 acre tract, same being the southernmost corner of a 2.961 acre tract described in Document Number 2018052788, Official Public Records, Travis County, Texas, also being the northernmost corner of a 4167 square foot tract described in Document Number 2018052785, Official Public Records, Travis County, Texas, for the **POINT OF COMMENCEMENT**, from which a ½ inch iron rod with "Delta Survey" cap found in the east line of said 136.059 acre tract for the southwest corner of said 4167 square foot tract, same being the northernmost corner of a 0.34 acre tract described in Document Number 2018052811, Official Public Records, Travis County, Texas, bears S27°20'35"W, a distance of 109.16 feet;

THENCE crossing said 136.059 acre tract, S63°58'18"W, a distance of 136.01 feet to a calculated point for the **POINT OF BEGINNING;**

THENCE continuing to cross said 136.059 acre tract, the following eight (8) courses and distances:

1. N62°19'07"W, a distance of 2.98 feet to a calculated point,
2. N27°25'48"E, a distance of 74.04 feet to a calculated point,
3. N27°21'01"E, a distance of 18.31 feet to a calculated point,
4. N22°48'34"E, a distance of 84.70 feet to a calculated point,
5. N27°42'22"E, a distance of 46.79 feet to a calculated point,
6. N27°05'48"E, a distance of 83.01 feet to a calculated point,
7. with the arc of a curve to the right an arc distance of 93.81 feet, through a central angle of 11°50'20", having a radius of 454.00 feet, and whose chord bears S21°25'50"W, a distance of 93.64 feet to a calculated point, and

Vail Divide
0.04 Acre

8. S27°21'01"W, a distance of 213.45 feet to the **POINT OF BEGINNING** and containing 0.04 acre of land more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

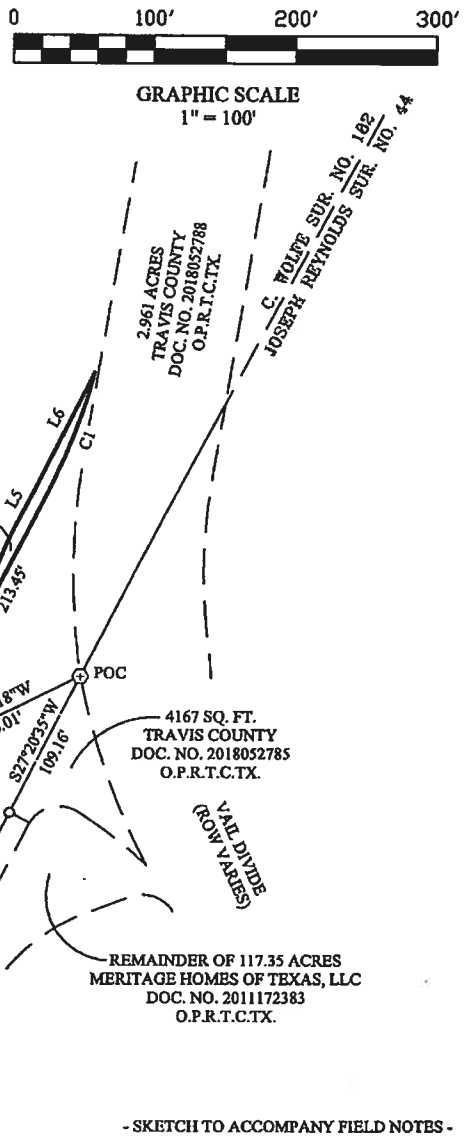
01-17-19
Date

John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

STATE OF TEXAS
REGISTERED
JOHN E BRAUTIGAM
5057
PROFESSIONAL
LAND SURVEYOR

C. WOLFE SURVEY NO. 182
TRAVIS COUNTY, TEXAS
JANUARY 2019
PAGE 3 OF 3



LINE	BEARING	DISTANCE
L1	N62°19'07"W	2.98'
L2	N27°25'48"E	74.04'
L3	N27°21'01"E	18.31'
L4	N22°48'34"E	84.70'
L5	N27°42'22"E	46.79'
L6	N27°05'48"E	83.01'

LEGEND

⊕	1/2" IRON ROD WITH "RANDALL JONES" CAP FOUND
o	1/2" IRON ROD WITH "DELTA SURVEY" CAP FOUND
O.P.R.T.C.TX	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	454.00'	93.81'	93.64'	S21°25'50"W	11°50'20"

ALL CORNERS ARE CALCULATED POINTS UNLESS OTHERWISE NOTED
BEARING BASIS:
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

- SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX 78745
office: (512) 282-5200 fax: (512) 282-5230
WWW.DELTASURVEYGROUP.COM
TBPLS FIRM No. 10004700

QUAD SHINGLE HILLS
PROJECT LTISD VAIL DIVIDE
DWG. 0.04 AC SLOPE ESMT

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City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Public hearing on Resolution No. 2023-14 and the potential uses for an approximately 4 -acre parcel of land within the 45-acre Brown Property along with a known physical address of 4800 Great Divide Drive.**
Council Action:	**No Action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to hold a public hearing on Resolution No. 2023-14.

2. DESCRIPTION/JUSTIFICATION

a) Background

The resolution is provided in backup. Further discussion will take place in open session.

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

Hold Public Hearing

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. 20__-_____

A RESOLUTION OF THE CITY OF BEE CAVE, TEXAS FORMALLY DESIGNATING A CITY USE OF THE PROPERTY GENRALLY LOCATED AT 4800 GREAT DIVIDE DR., ALSO KNOWN AS THE BROWN PROPERTY, MAKING LEGISLATIVE FINDINGS, AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Bee Cave is a home rule municipality located in Travis County, which has codified its regulations and enforcement; and

WHEREAS, the City of Bee Cave has a total square mileage within its jurisdictional limits of approximately nine square miles; and

WHEREAS, the City of Bee Cave hosted a Community Forum in June 2015, which generated lively discussion about residents' views on existing strengths and weaknesses and future challenges and opportunities facing Bee Cave; and

WHEREAS, the City Council of the City of Bee Cave finds the City is a balanced collection of residential and commercial land uses, a collection of varying housing choices, offers various utility and mobility systems while still balanced taking steps to properly preserve open spaces, creeks, streams and other natural areas; and

WHEREAS, the City Council of the City of Bee Cave finds the City supports various types of businesses and employers while trying to keep its unique vibe, small town feel, and quality of life for its residents; and

WHEREAS, the City Council of the City of Bee Cave finds the City's transportation system attempts to balance various types of uses and access, including vehicles, pedestrians, cyclists, and motorists; and

WHEREAS, the City Council of the City of Bee Cave finds the largest citizen input listed Bee Cave as being known for its high quality school system but balanced with low property tax rates and convenient and diverse shopping and entertainment options; and

WHEREAS, the City Council of the City of Bee Cave finds the City's transportation system balance is made more difficult due to various major arteries within the City being state highways controlled by the Texas Department of Transportation and the City has limited authority to alter adjust such arteries. The City must develop its transportation plan around the state's transportation system; and

WHEREAS, the City of Bee Cave is currently suffering from traffic congestion problems which have grown steadily over the past several years; and

WHEREAS, the City of Bee Cave has conducted studies on the most efficient and effective ways to resolve and solve traffic congestion and anticipated congestion in the future; and

WHEREAS, in order to alleviate the congestion, the city has embarked upon a large capital improvement project to expand roads, obtain rights-of-way, update its traffic infrastructure system, and update the stability of its roadways in connectivity to its surrounding neighbors; and

WHEREAS, the City Council for the City of Bee Cave finds that residents of Bee Cave have expressed a "clearly enunciated local preference" that the congestion must be alleviated, else the City risks losing central aspects to the City's community preferences as well as impacts to its economic viability and development; and

WHEREAS, the City Council for the City of Bee Cave has conducted various traffic studies on different aspects of its CIP Program; and

WHEREAS, the City Council for the City of Bee Cave finds that the various studies conducted indicate traffic congestion is significantly and negatively impacted during school drop-off and pick-up times; and

WHEREAS, the City Council for the City of Bee Cave finds the City's Comprehensive Plan (adopted in November 2016) contains the City's Thoroughfare Plan, which is "the starting point for evaluating the connectivity provided by the existing and proposed transportation network"; and

WHEREAS, the City Council for the City of Bee Cave finds the City's Thoroughfare Plan, within the Comprehensive Plan, created a specific road classification known as a "connector" roadway. Connector roadways are intended, among other things, to provide Bee Cave residents, businesses, and visitors another option when making local trips, and intentionally reduce the need to get on SH 71; and

WHEREAS, the City Council for the City of Bee Cave finds after the adoption of the connector roadway classification, the City encountered a surge in development-related interest and activity in the general area located north of Little Barton Creek east of Hamilton Pool Road, west of Freitag Creek, and south of SH 71; and

WHEREAS, the City Council for the City of Bee Cave finds the after the adoption of the connector roadway classification, City received multiple inquiries from the owners and/or prospective developers of the properties at or near the intersection of SH 71 and Hamilton Pool Road, all of whom asked about access limitations and possibilities. (e.g. Spillman Towns, Old Bee Cave Square, the Goat Farm, Buddin); and

WHEREAS, the City Council for the City of Bee Cave finds that without long term planning for traffic mitigation as well as actions started in 2016 to proactively address future traffic congestion, the development surge would have increased the already heavy traffic congestion within the City; and

WHEREAS, the City Council for the City of Bee Cave finds that to effectively manage traffic congestion, the City must also regulate and support connectivity through its land use matrix; and

WHEREAS, the City Council for the City of Bee Cave finds its 2016 Comprehensive Plan notes traffic mitigation has limits due to SH 71 West, RR 620, FM 2244, and Hamilton Pool Road. These serve as the sole regional roadways and their location and size limits alternative routes and options. This creates larger congestion on SH 71 in particular; and

WHEREAS, the City Council for the City of Bee Cave finds the various studies performed indicate the City's intersections at major transportation arteries are forecasted to be failing due to congestion by 2040; and

WHEREAS, the City Council for the City of Bee Cave finds a draft of an update of the Comprehensive Plan dated in January of 2023 was proposed but has not been finalized or adopted by the City Council. However, the studies utilized to support such draft update are valid tools for the City Council to Consider at this time.

WHEREAS, the City Council for the City of Bee Cave finds the studies conducted indicate that the increase of traffic congestion within the City is increasing faster than anticipated in the 2016 plan, including but not limited to the Annual Average Daily Traffic levels already exceeding the estimated projection for 2035. The largest impact is found to be development occurring outside of the City's jurisdiction and which the City cannot control. One of the most significant areas impacted is on SH-71 and Hamilton Pool Road; and

WHEREAS, the City Council for the City of Bee Cave finds that the City's population growth has increased by 49.2% since 2015; and

WHEREAS, the City Council for the City of Bee Cave finds that to effectively manage its growth and mitigate traffic congestion, the City must constantly coordinate with the surrounding public entities as well as the various state agencies whose roads and/or facilities traverse the City; and

WHEREAS, the City Council for the City of Bee Cave finds the City's current Comprehensive Plan calls for well-connected networks of local roads, trails, and sidewalks that are safe and efficient and can accommodate all users. Bee Cave resident's local trips are combined with regional traffic as the City's major roadways: SH 71 West, RR 620, FM 2244, and Hamilton Pool Road, are all state highways. The city's ability to add additional roadways is limited due to the topography and the conservation lands that surround the city. One of the top priorities for residents is the heavy traffic on TXDOT owned roads; and

WHEREAS, the City Council for the City of Bee Cave finds that the real property located at 4800 Great Divide Drive, is made up of approximately 45 acres of real property which is mostly undeveloped. The property is commonly referred to as the "Brown Property" by the community and within the City; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property is located to the South of State Highway 71 and North of Little Barton Creek, which is part of the City's floodplain. To the West of the Brown Property is the Bee Cave Elementary School, which is adjacent to Hamilton Pool Road; and

WHEREAS, the City Council for the City of Bee Cave finds it did not designate a specific use for the Brown Property when purchased and has not designated a specific purpose for the Property; and

WHEREAS, the City Council for the City of Bee Cave finds it did list the Brown Property could be potentially used as a nature center type of asset, but such decision could not be made for sure until all avenues could be examined and the feasibility of the land was determined; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property is listed in the Comprehensive Plan as being suitable for suburban neighborhood use, but is adjacent to the urban and suburban corridors; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property is located close to the urban corridor listed for the recreation and entertainment district, but the Property was not included in the district; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property was <u>not</u> listed in the 2016 Comprehensive Plan as one of its public parks or open spaces; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property was not listed in 2023 as being included in the 240 acres of active or passive parkland within the City; and

WHEREAS, the City Council for the City of Bee Cave finds prior to the City acquiring title to the Brown Property, the property was private property, used for private livestock in the City's extra-territorial jurisdiction. The Brown Property was not open to the public and was not utilized as park or recreational land at any time; and

WHEREAS, the City Council for the City of Bee Cave finds the City acquired the Brown Property in December 2017. Section 2 of Ordinance 366, which approved the corresponding issuance of debt for the purchase of the Brown Property, declared the acquisition of property to be for "municipal purposes" with no other designated specific use listed; and

WHEREAS, the City Council for the City of Bee Cave finds that it acquired the Brown Property by purchasing it from the former owner. The City did not obtain title to the Brown Property by eminent domain proceeding or prescription; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property was zoned *Public* on July 24, 2018. The *Public* District is a specifically defined zoning designation within the City's zoning regulations. The Purpose Statement of the *Public* District, as contained in Section 32.03.014 of the City's zoning regulations which were in effect at the time of the rezoning, states, in part:

> General Purpose and Description: The P - Public District is intended to accommodate uses of a governmental, civic, public service, or public institutional nature, including major public facilities. The review of the location for public facilities is intended to facilitate the coordination of community services while minimizing the potential disruption of the uses of nearby properties. This district is intended to be used for properties used, reserved, or intended to be used for a civic or public institutional purpose or for major public facilities, with these provisions.

; and

WHEREAS, the City Council for the City of Bee Cave finds the existing level of service along SH 71— and in particular at the intersection of Hamilton Pool Road and SH 71—was established, through multiple Traffic Impact Analyses, to be failing. At certain times of day, the dysfunction of that particular intersection was exacerbated by traffic entering and exiting at Bee Cave Elementary School conflicting with "through" traffic; and

WHEREAS, the City Council for the City of Bee Cave finds the City began to explore options for creating a new east-west road geared toward local trips that ultimately allowed for passage between Hamilton Pool Road and Bee Cave Road without the need to get on SH 71 as a way to help alleviate some traffic congestion and prevent the noted intersections from failing to handle the traffic levels. A basic concept was conceived for a new road that 1) reconfigured the portion of Hamilton Pool road immediately south of SH 71 to alleviate the impact of school traffic and improve the efficiency of the cars through the intersection 2) continued east to Great Divide generally along the property lines shared by undeveloped property, Lake Travis Youth Association, the City owned Brown property, and some single family residential property 3) utilized the proposed primary east-west road through Village at Spanish Oaks 4) traversed the City owned property containing the Police Department and ESD 6 Fire Station and 5) utilized the existing east-west corridor with the Shops at the Galleria; and

WHEREAS, the City Council for the City of Bee Cave finds that significant factors considered in this concept included, but were not limited to objectives to minimizes disruption to developed properties, while enhancing access for properties for which access has previously been an issue. The proposed alignment configurations attempt to generally follow property

boundaries as closely as possible to limit the creation of orphan tracts or a functional taking of any private property as well as to minimize the impact and disruption to Little Barton Creek; and

WHEREAS, the City Council for the City of Bee Cave directed City staff on or about November 9, 2021 to commission a traffic analysis to study the impact of such a corridor and project the costs ahead of consideration as to whether it should be included in the Thoroughfare Plan. One stated objective of the study was to analyze various scenarios possible, prepare, and evaluate the effectiveness of intersection design options, provide opinions of probable costs, and provide recommendations; and

WHEREAS, the City Council for the City of Bee Cave finds in 2021 the City commissioned a study by the Ecosystem Design Group, to analyze and provide a report on the potential uses of the Brown Property, since the City had not designated a specific use of the property at that time; and

WHEREAS, the City Council for the City of Bee Cave the City Council directed the study to celebrate the Brown Property's natural character while providing meaningful access. It also directed next steps to include community outreach and public comments for potential uses for the property; and

WHEREAS, the City Council for the City of Bee Cave finds the ecological study results concluded the Brown Property was a generally healthy natural area of land existing within a rapidly developing area. The study found the site's limited size and its location made it useful for passive recreation activities. However, it also noted the area site must be examined for potential future development, site opportunities, and management. The Brown Property is too small to allow natural maintenance to occur and would require a spectrum of maintenance be performed by the City. This included the need to implement land management techniques and access to counteract the impact of invasive species, additional water intrusion, altered hydrology, etc. Adaptive maintenance would be needed on a regular basis. The study recommended "programing space" be balanced to up to 15% of the total area, which must be balanced to accommodate access by visitors without negatively impacting the management or natural space areas. The study acknowledged that impervious cover would be needed, in the way of roadways and temporary roadways and recommended certain limitations to minimize the impact. The study recommended concentrating development on the property to areas that are relatively resilient to disruption. Such resilient areas include the mowed designated area within the study and that the savanna areas are more resilient than the rocky slope or riparian zone as designated in the study. The study noted that as the City continues to develop, more pressure will be put upon the natural elements of the property. A design and maintenance plan for a roadway to the north of the property needed to be integrated with the overall design of the property for whatever use was chosen. The study made recommendations for roadway design elements to help minimize impact on natural elements of the property. The study also designated a planned bridge with similar needed design elements. However, the study also noted that watershed health

was imperative and therefore strong development guidelines are needed to integrate the property into the city's connectivity plan. The study acknowledged the "ultimate vision" for the property had not been determined and recommended a design team to assist in developing a potential use; and

WHEREAS, the City Council for the City of Bee Cave finds it commissioned a feasibility study which was submitted on January 2023 by Rodriguez Transportation Group, Inc. to analyze the feasibility of a connector roadway to accomplish the goal of the east-west road geared toward local trips that ultimately would allow for passage between Hamilton Pool Road and Bee Cave Road. The connector road was aligned to go through the northern portion of the Brown Property in hopes that it would alleviate the impact of the road on the property. The study was also to analyze alternatives to the connector and its location. The study entailed, among other things, constructing various combinations of partial sections of the new roadways as well as constructing the entire limits of roadways. The modeling of the original alignment for the connector roadway showed that constructing only portions of the proposed roadway did improve mobility for local trips but had only minor impacts on traffic operations on SH 71. The full-build alternative roadway (which is the version currently incorporated into the City's current thoroughfare plan), not only improved mobility for local trips but resulted in times savings for motorists on SH 71 as well and could address concerns in front of the Elementary School. A public meeting was held on November 16, 2022, to present the conceptual layout of the proposed roadway as well as the results of the modeling efforts. There were over 60 attendees, and 270 comments were received at the public meeting and email. The public comment period was extended from December 7th to January 11th to allow for maximum public participation. City Manager, Clint Garza, also held 13 meetings with neighborhood associations and groups to gather additional input and answer questions. The study identified the alternate route was needed to alleviate the safety and congestion issues on Hamilton Pool Road in front of Bee Cave Elementary School. As a result, some routes were not feasible in order to relieve the specific failures and congestion in front of the Bee Cave Elementary School as they did not show improved levels of traffic mitigation. Further, the original potential alignment would not address other traffic concerns which impacted the sports fields owned by the Lake Travis Youth Association. The study developed four alternatives to alleviate safety and traffic operations issues in front of Bee Cave Elementary School on Hamilton Pool Road, but all required the connector road to utilize and be placed on the Brown Property; and

WHEREAS, the City Council for the City of Bee Cave finds that in order to alleviate and properly manage the traffic congestion and safety concerns during peak times in and around the Bee Cave Elementary School on Hamilton Pool Road, a connector road must be constructed on a portion of the Brown Property; and

WHEREAS, the City Council for the City of Bee Cave finds that the placement of the connector road upon the Brown Property was examined thoroughly, with ample opportunity and sufficient input provided by the public; and

WHEREAS, the City Council for the City of Bee Cave finds that the placement of the connector road upon the Brown Property examined alternatives and various alignments. The proposed alignment attempts to generally follow property boundaries as closely as possible to limit the creation of orphan tracts or a functional taking of any property. If the alignment of the connector road were placed to the north of its currently proposed location, it would bisect the Lake Travis Youth Association Property, which provides the only outdoor baseball, softball, and soccer fields within City limits not located on Lake Travis Independent School District property. If the road were moved onto the LTYA property, given its configuration, and the minimum dimensions required for sports fields, 100% of fields would be rendered obsolete. The current proposed alignment of the connector road improves a longstanding ingress/egress issue on the LTYA property. The LTYA's current unsignalized SH 71 entrance can create a dangerous traffic conflict with the left turn lane onto Hamilton Pool Road. The proposed alignment of the connector road shifts LTYA's SH 71 eastward traffic flow and signalizes it in coordination with roads proposed in the Thoroughfare Plan north of SH 71. LTYA's current Twin Acres entrance causes conflict as well, primarily because of the proximity of Twin Acres to the SH 71/Hamilton Pool Road intersection. In order to alleviate these traffic conflicts, the current proposed alignment of the connector road is necessary; and

WHEREAS, the City Council for the City of Bee Cave finds that the placement of the connector road upon the Brown Property examined alternatives and various alignments from multiple perspectives. If the alignment of the connector road were placed south of Little Barton Creek, it would traverse a minimum of eight developed residential lots. Further, with such an alignment, in order for motorists to get to Great Divide, the connector roadway it would cross multiple additional lots if it continued south of Little Barton Creek east of Great Divide. Such connections would, at a minimum, substantially reduce those property owners' enjoyment of their property. At worse, such an alignment could potentially displace those residents entirely. Either of these scenarios substantially increases Right of Way acquisition costs for the City and its citizens; and

WHEREAS, the City Council for the City of Bee Cave finds available alignments of the connector road are limited due to the watershed on the southern portion of the Brown Property, and conservation areas around the property which need to be observed, as well as topography, surrounding private property locations, and other limitations due to the area; and

WHEREAS, the City Council for the City of Bee Cave finds that the proposed alignment and general design of the proposed roadway to be placed on the Brown Property was created in a way to minimize the impact of the roadway's placement on the remaining portions of the property and its natural character; and

WHEREAS, the City Council for the City of Bee Cave finds that in order to place a connector road on the Brown Property, it is not required to first designate a specific use of the property. However, the City Council finds that some population of citizens believe that the placement of any roadway upon the Brown Property changes the character of the entire property. The City Council finds that some population of citizens also believe the City formally designated a limited use of the property as parkland. As a result, the City Council believes it must address such misconceptions so that the citizens of the City can understand the necessity of the connector roadway and reasoning of the City Council; and

WHEREAS, the City Council for the City of Bee Cave finds that the proposed alignment and general design of the connector roadway to be placed on the Brown Property does not change the intended potential uses of the property. The ecological study for potential uses of the Brown Property incorporated the need for roadways on the property to utilize the property for the recommended purposes. In other words, the City needs to place a connector road on the Brown Property and the placement of a connector road alone does not change the nature or character of the use of the property; and

WHEREAS, the City Council for the City of Bee Cave finds that the recommended uses of the Brown Property and the stated potential options which the City Council could select for a use, include the need for some level of roadway and impervious cover to be placed upon the property. It was the intent of the City Council when considering options that whatever the ultimate vision or use of the property turns out to be, placement of roadways was included as necessary to accomplish such vision. As a result, the placement of a connector road does not change the nature of the potential projects or ways the City will use the property. The fact the connector roadway is also necessary to alleviate the congestion and safety concerns being endured by the citizens allows the City to address multiple issues with one solution; and

WHEREAS, the City Council for the City of Bee Cave finds that it did not intend to designate the Brown Property with any specific use as it was intended to be a multi-functioning asset. The property is and has always been visioned as being used for any public purpose needed by the City; and

WHEREAS, the City Council for the City of Bee Cave finds that even though the City Council did not intend and does not believe it formally designated the Brown Property for a limited use as only a park or only a recreational use, such a limited use is inconsistent with the Comprehensive Plan and with the current needs of the City and citizens. The overriding need to address safety and congestion concerns regarding the Bee Cave Elementary School, the dangerous encounters at the LTYA intersection, reducing the growing traffic congestion from SH-71, but limiting take of any private property or impact current homeowners, means no feasible solution exists that does not involve a connector road on the Brown Property. The current alignment attempts to minimize the placement of the road upon the property and the impact to the property; and

WHEREAS, the City Council for the City of Bee Cave finds that to the extent the citizens may believe the City Council designated the Brown Property for a limited use as a park, recreational, nature facility, or similar limited use, the City Council hereby finds that placement of the connector roadway through the property remains consistent with such believed uses; and

WHEREAS, the City Council for the City of Bee Cave finds that to the extent the citizens may believe the City Council designated the Brown Property for a limited use as a park, recreational, nature facility, or similar limited use, the City Council hereby finds such limited uses, no longer apply to the property; and

WHEREAS, the City Council for the City of Bee Cave finds that regardless of any prior contemplated uses of the Brown Property, the needs and authority to utilize the Brown Property have changed. In 2023, the Texas Legislature enacted HB 2127, which limits certain authorities of home rule municipalities such as Bee Cave. As a result, the City's available alternative options have been reduced as to how it can a) alleviate congestion, b) manage natural areas and c) address development regulations. The City has reduced options for acquiring right-of-way areas from landowners and must therefore maximize the use of the lands it already possesses; and

WHEREAS, the City Council for the City of Bee Cave finds and designates the Brown Property is to be used for any authorized municipal purpose and is to be characterized as a public use with no limitation, until determined otherwise by the City Council at a future date; and

WHEREAS, the City Council for the City of Bee Cave finds that no actual formal use of the property has commenced by the City. To the extent any activities have actually occurred on the property which are sanctioned and formal city events, such events were temporary in nature, and not reoccurring; and

WHEREAS, the City Council for the City of Bee Cave finds that since the City acquired title to the Brown Property, it is the sole entity to manage the property, develop the property, and supervise the property; and

WHEREAS, the City Council for the City of Bee Cave finds that is posted notice of this topic in the newspaper for consideration of designating a use of the property, and provided all required notices to the public of the City Council's intent to designate a formal use of the property; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS that the Brown Property is to be used for any authorized municipal purpose and is to be characterized as a public use with no limitation, until determined otherwise by the City Council at a future date.

DULY PASSED AND APPROVED, on the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bee Cave, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____

Kara King, *Mayor*

ATTEST:

_____

Kaylynn Holloway, *City Secretary*

APPROVED:

_____

Ryan Henry, *City Attorney*

City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discussion and possible action regarding Resolution No. 2023-14 and the potential uses for an approximately 4 -acre parcel of land within the 45-acre Brown Property along with a known physical address of 4800 Great Divide Drive.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to discuss Resolution No. 2023-14.

2. DESCRIPTION/JUSTIFICATION

a) Background

The resolution is in backup. Further discussion will be held in open session.

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

Approve Resolution No. 2023-14.

ATTACHMENTS:

Description	Type
Resolution	Backup Material

RESOLUTION NO. 20__-_____

A RESOLUTION OF THE CITY OF BEE CAVE, TEXAS FORMALLY DESIGNATING A CITY USE OF THE PROPERTY GENRALLY LOCATED AT 4800 GREAT DIVIDE DR., ALSO KNOWN AS THE BROWN PROPERTY, MAKING LEGISLATIVE FINDINGS, AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Bee Cave is a home rule municipality located in Travis County, which has codified its regulations and enforcement; and

WHEREAS, the City of Bee Cave has a total square mileage within its jurisdictional limits of approximately nine square miles; and

WHEREAS, the City of Bee Cave hosted a Community Forum in June 2015, which generated lively discussion about residents' views on existing strengths and weaknesses and future challenges and opportunities facing Bee Cave; and

WHEREAS, the City Council of the City of Bee Cave finds the City is a balanced collection of residential and commercial land uses, a collection of varying housing choices, offers various utility and mobility systems while still balanced taking steps to properly preserve open spaces, creeks, streams and other natural areas; and

WHEREAS, the City Council of the City of Bee Cave finds the City supports various types of businesses and employers while trying to keep its unique vibe, small town feel, and quality of life for its residents; and

WHEREAS, the City Council of the City of Bee Cave finds the City's transportation system attempts to balance various types of uses and access, including vehicles, pedestrians, cyclists, and motorists; and

WHEREAS, the City Council of the City of Bee Cave finds the largest citizen input listed Bee Cave as being known for its high quality school system but balanced with low property tax rates and convenient and diverse shopping and entertainment options; and

WHEREAS, the City Council of the City of Bee Cave finds the City's transportation system balance is made more difficult due to various major arteries within the City being state highways controlled by the Texas Department of Transportation and the City has limited authority to alter adjust such arteries. The City must develop its transportation plan around the state's transportation system; and

WHEREAS, the City of Bee Cave is currently suffering from traffic congestion problems which have grown steadily over the past several years; and

WHEREAS, the City of Bee Cave has conducted studies on the most efficient and effective ways to resolve and solve traffic congestion and anticipated congestion in the future; and

WHEREAS, in order to alleviate the congestion, the city has embarked upon a large capital improvement project to expand roads, obtain rights-of-way, update its traffic infrastructure system, and update the stability of its roadways in connectivity to its surrounding neighbors; and

WHEREAS, the City Council for the City of Bee Cave finds that residents of Bee Cave have expressed a "clearly enunciated local preference" that the congestion must be alleviated, else the City risks losing central aspects to the City's community preferences as well as impacts to its economic viability and development; and

WHEREAS, the City Council for the City of Bee Cave has conducted various traffic studies on different aspects of its CIP Program; and

WHEREAS, the City Council for the City of Bee Cave finds that the various studies conducted indicate traffic congestion is significantly and negatively impacted during school drop-off and pick-up times; and

WHEREAS, the City Council for the City of Bee Cave finds the City's Comprehensive Plan (adopted in November 2016) contains the City's Thoroughfare Plan, which is "the starting point for evaluating the connectivity provided by the existing and proposed transportation network"; and

WHEREAS, the City Council for the City of Bee Cave finds the City's Thoroughfare Plan, within the Comprehensive Plan, created a specific road classification known as a "connector" roadway. Connector roadways are intended, among other things, to provide Bee Cave residents, businesses, and visitors another option when making local trips, and intentionally reduce the need to get on SH 71; and

WHEREAS, the City Council for the City of Bee Cave finds after the adoption of the connector roadway classification, the City encountered a surge in development-related interest and activity in the general area located north of Little Barton Creek east of Hamilton Pool Road, west of Freitag Creek, and south of SH 71; and

WHEREAS, the City Council for the City of Bee Cave finds the after the adoption of the connector roadway classification, City received multiple inquiries from the owners and/or prospective developers of the properties at or near the intersection of SH 71 and Hamilton Pool Road, all of whom asked about access limitations and possibilities. (e.g. Spillman Towns, Old Bee Cave Square, the Goat Farm, Buddin); and

WHEREAS, the City Council for the City of Bee Cave finds that without long term planning for traffic mitigation as well as actions started in 2016 to proactively address future traffic congestion, the development surge would have increased the already heavy traffic congestion within the City; and

WHEREAS, the City Council for the City of Bee Cave finds that to effectively manage traffic congestion, the City must also regulate and support connectivity through its land use matrix; and

WHEREAS, the City Council for the City of Bee Cave finds its 2016 Comprehensive Plan notes traffic mitigation has limits due to SH 71 West, RR 620, FM 2244, and Hamilton Pool Road. These serve as the sole regional roadways and their location and size limits alternative routes and options. This creates larger congestion on SH 71 in particular; and

WHEREAS, the City Council for the City of Bee Cave finds the various studies performed indicate the City's intersections at major transportation arteries are forecasted to be failing due to congestion by 2040; and

WHEREAS, the City Council for the City of Bee Cave finds a draft of an update of the Comprehensive Plan dated in January of 2023 was proposed but has not been finalized or adopted by the City Council. However, the studies utilized to support such draft update are valid tools for the City Council to Consider at this time.

WHEREAS, the City Council for the City of Bee Cave finds the studies conducted indicate that the increase of traffic congestion within the City is increasing faster than anticipated in the 2016 plan, including but not limited to the Annual Average Daily Traffic levels already exceeding the estimated projection for 2035. The largest impact is found to be development occurring outside of the City's jurisdiction and which the City cannot control. One of the most significant areas impacted is on SH-71 and Hamilton Pool Road; and

WHEREAS, the City Council for the City of Bee Cave finds that the City's population growth has increased by 49.2% since 2015; and

WHEREAS, the City Council for the City of Bee Cave finds that to effectively manage its growth and mitigate traffic congestion, the City must constantly coordinate with the surrounding public entities as well as the various state agencies whose roads and/or facilities traverse the City; and

WHEREAS, the City Council for the City of Bee Cave finds the City's current Comprehensive Plan calls for well-connected networks of local roads, trails, and sidewalks that are safe and efficient and can accommodate all users. Bee Cave resident's local trips are combined with regional traffic as the City's major roadways: SH 71 West, RR 620, FM 2244, and Hamilton Pool Road, are all state highways. The city's ability to add additional roadways is limited due to the topography and the conservation lands that surround the city. One of the top priorities for residents is the heavy traffic on TXDOT owned roads; and

WHEREAS, the City Council for the City of Bee Cave finds that the real property located at 4800 Great Divide Drive, is made up of approximately 45 acres of real property which is mostly undeveloped. The property is commonly referred to as the "Brown Property" by the community and within the City; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property is located to the South of State Highway 71 and North of Little Barton Creek, which is part of the City's floodplain. To the West of the Brown Property is the Bee Cave Elementary School, which is adjacent to Hamilton Pool Road; and

WHEREAS, the City Council for the City of Bee Cave finds it did not designate a specific use for the Brown Property when purchased and has not designated a specific purpose for the Property; and

WHEREAS, the City Council for the City of Bee Cave finds it did list the Brown Property could be potentially used as a nature center type of asset, but such decision could not be made for sure until all avenues could be examined and the feasibility of the land was determined; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property is listed in the Comprehensive Plan as being suitable for suburban neighborhood use, but is adjacent to the urban and suburban corridors; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property is located close to the urban corridor listed for the recreation and entertainment district, but the Property was not included in the district; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property was <u>not</u> listed in the 2016 Comprehensive Plan as one of its public parks or open spaces; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property was not listed in 2023 as being included in the 240 acres of active or passive parkland within the City; and

WHEREAS, the City Council for the City of Bee Cave finds prior to the City acquiring title to the Brown Property, the property was private property, used for private livestock in the City's extra-territorial jurisdiction. The Brown Property was not open to the public and was not utilized as park or recreational land at any time; and

WHEREAS, the City Council for the City of Bee Cave finds the City acquired the Brown Property in December 2017. Section 2 of Ordinance 366, which approved the corresponding issuance of debt for the purchase of the Brown Property, declared the acquisition of property to be for "municipal purposes" with no other designated specific use listed; and

WHEREAS, the City Council for the City of Bee Cave finds that it acquired the Brown Property by purchasing it from the former owner. The City did not obtain title to the Brown Property by eminent domain proceeding or prescription; and

WHEREAS, the City Council for the City of Bee Cave finds the Brown Property was zoned *Public* on July 24, 2018. The *Public* District is a specifically defined zoning designation within the City's zoning regulations. The Purpose Statement of the *Public* District, as contained in Section 32.03.014 of the City's zoning regulations which were in effect at the time of the rezoning, states, in part:

> General Purpose and Description: The P - Public District is intended to accommodate uses of a governmental, civic, public service, or public institutional nature, including major public facilities. The review of the location for public facilities is intended to facilitate the coordination of community services while minimizing the potential disruption of the uses of nearby properties. This district is intended to be used for properties used, reserved, or intended to be used for a civic or public institutional purpose or for major public facilities, with these provisions.

; and

WHEREAS, the City Council for the City of Bee Cave finds the existing level of service along SH 71— and in particular at the intersection of Hamilton Pool Road and SH 71—was established, through multiple Traffic Impact Analyses, to be failing. At certain times of day, the dysfunction of that particular intersection was exacerbated by traffic entering and exiting at Bee Cave Elementary School conflicting with "through" traffic; and

WHEREAS, the City Council for the City of Bee Cave finds the City began to explore options for creating a new east-west road geared toward local trips that ultimately allowed for passage between Hamilton Pool Road and Bee Cave Road without the need to get on SH 71 as a way to help alleviate some traffic congestion and prevent the noted intersections from failing to handle the traffic levels. A basic concept was conceived for a new road that 1) reconfigured the portion of Hamilton Pool road immediately south of SH 71 to alleviate the impact of school traffic and improve the efficiency of the cars through the intersection 2) continued east to Great Divide generally along the property lines shared by undeveloped property, Lake Travis Youth Association, the City owned Brown property, and some single family residential property 3) utilized the proposed primary east-west road through Village at Spanish Oaks 4) traversed the City owned property containing the Police Department and ESD 6 Fire Station and 5) utilized the existing east-west corridor with the Shops at the Galleria; and

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was imperative and therefore strong development guidelines are needed to integrate the property into the city's connectivity plan. The study acknowledged the "ultimate vision" for the property had not been determined and recommended a design team to assist in developing a potential use; and

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WHEREAS, the City Council for the City of Bee Cave finds that the placement of the connector road upon the Brown Property examined alternatives and various alignments. The proposed alignment attempts to generally follow property boundaries as closely as possible to limit the creation of orphan tracts or a functional taking of any property. If the alignment of the connector road were placed to the north of its currently proposed location, it would bisect the Lake Travis Youth Association Property, which provides the only outdoor baseball, softball, and soccer fields within City limits not located on Lake Travis Independent School District property. If the road were moved onto the LTYA property, given its configuration, and the minimum dimensions required for sports fields, 100% of fields would be rendered obsolete. The current proposed alignment of the connector road improves a longstanding ingress/egress issue on the LTYA property. The LTYA's current unsignalized SH 71 entrance can create a dangerous traffic conflict with the left turn lane onto Hamilton Pool Road. The proposed alignment of the connector road shifts LTYA's SH 71 eastward traffic flow and signalizes it in coordination with roads proposed in the Thoroughfare Plan north of SH 71. LTYA's current Twin Acres entrance causes conflict as well, primarily because of the proximity of Twin Acres to the SH 71/Hamilton Pool Road intersection. In order to alleviate these traffic conflicts, the current proposed alignment of the connector road is necessary; and

WHEREAS, the City Council for the City of Bee Cave finds that the placement of the connector road upon the Brown Property examined alternatives and various alignments from multiple perspectives. If the alignment of the connector road were placed south of Little Barton Creek, it would traverse a minimum of eight developed residential lots. Further, with such an alignment, in order for motorists to get to Great Divide, the connector roadway it would cross multiple additional lots if it continued south of Little Barton Creek east of Great Divide. Such connections would, at a minimum, substantially reduce those property owners' enjoyment of their property. At worse, such an alignment could potentially displace those residents entirely. Either of these scenarios substantially increases Right of Way acquisition costs for the City and its citizens; and

WHEREAS, the City Council for the City of Bee Cave finds available alignments of the connector road are limited due to the watershed on the southern portion of the Brown Property, and conservation areas around the property which need to be observed, as well as topography, surrounding private property locations, and other limitations due to the area; and

WHEREAS, the City Council for the City of Bee Cave finds that the proposed alignment and general design of the proposed roadway to be placed on the Brown Property was created in a way to minimize the impact of the roadway's placement on the remaining portions of the property and its natural character; and

WHEREAS, the City Council for the City of Bee Cave finds that in order to place a connector road on the Brown Property, it is not required to first designate a specific use of the property. However, the City Council finds that some population of citizens believe that the placement of any roadway upon the Brown Property changes the character of the entire property. The City Council finds that some population of citizens also believe the City formally designated a limited use of the property as parkland. As a result, the City Council believes it must address such misconceptions so that the citizens of the City can understand the necessity of the connector roadway and reasoning of the City Council; and

WHEREAS, the City Council for the City of Bee Cave finds that the proposed alignment and general design of the connector roadway to be placed on the Brown Property does not change the intended potential uses of the property. The ecological study for potential uses of the Brown Property incorporated the need for roadways on the property to utilize the property for the recommended purposes. In other words, the City needs to place a connector road on the Brown Property and the placement of a connector road alone does not change the nature or character of the use of the property; and

WHEREAS, the City Council for the City of Bee Cave finds that the recommended uses of the Brown Property and the stated potential options which the City Council could select for a use, include the need for some level of roadway and impervious cover to be placed upon the property. It was the intent of the City Council when considering options that whatever the ultimate vision or use of the property turns out to be, placement of roadways was included as necessary to accomplish such vision. As a result, the placement of a connector road does not change the nature of the potential projects or ways the City will use the property. The fact the connector roadway is also necessary to alleviate the congestion and safety concerns being endured by the citizens allows the City to address multiple issues with one solution; and

WHEREAS, the City Council for the City of Bee Cave finds that it did not intend to designate the Brown Property with any specific use as it was intended to be a multi-functioning asset. The property is and has always been visioned as being used for any public purpose needed by the City; and

WHEREAS, the City Council for the City of Bee Cave finds that even though the City Council did not intend and does not believe it formally designated the Brown Property for a limited use as only a park or only a recreational use, such a limited use is inconsistent with the Comprehensive Plan and with the current needs of the City and citizens. The overriding need to address safety and congestion concerns regarding the Bee Cave Elementary School, the dangerous encounters at the LTYA intersection, reducing the growing traffic congestion from SH-71, but limiting take of any private property or impact current homeowners, means no feasible solution exists that does not involve a connector road on the Brown Property. The current alignment attempts to minimize the placement of the road upon the property and the impact to the property; and

WHEREAS, the City Council for the City of Bee Cave finds that to the extent the citizens may believe the City Council designated the Brown Property for a limited use as a park, recreational, nature facility, or similar limited use, the City Council hereby finds that placement of the connector roadway through the property remains consistent with such believed uses; and

WHEREAS, the City Council for the City of Bee Cave finds that to the extent the citizens may believe the City Council designated the Brown Property for a limited use as a park, recreational, nature facility, or similar limited use, the City Council hereby finds such limited uses, no longer apply to the property; and

WHEREAS, the City Council for the City of Bee Cave finds that regardless of any prior contemplated uses of the Brown Property, the needs and authority to utilize the Brown Property have changed. In 2023, the Texas Legislature enacted HB 2127, which limits certain authorities of home rule municipalities such as Bee Cave. As a result, the City's available alternative options have been reduced as to how it can a) alleviate congestion, b) manage natural areas and c) address development regulations. The City has reduced options for acquiring right-of-way areas from landowners and must therefore maximize the use of the lands it already possesses; and

WHEREAS, the City Council for the City of Bee Cave finds and designates the Brown Property is to be used for any authorized municipal purpose and is to be characterized as a public use with no limitation, until determined otherwise by the City Council at a future date; and

WHEREAS, the City Council for the City of Bee Cave finds that no actual formal use of the property has commenced by the City. To the extent any activities have actually occurred on the property which are sanctioned and formal city events, such events were temporary in nature, and not reoccurring; and

WHEREAS, the City Council for the City of Bee Cave finds that since the City acquired title to the Brown Property, it is the sole entity to manage the property, develop the property, and supervise the property; and

WHEREAS, the City Council for the City of Bee Cave finds that is posted notice of this topic in the newspaper for consideration of designating a use of the property, and provided all required notices to the public of the City Council's intent to designate a formal use of the property; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS that the Brown Property is to be used for any authorized municipal purpose and is to be characterized as a public use with no limitation, until determined otherwise by the City Council at a future date.

DULY PASSED AND APPROVED, on the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bee Cave, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____

Kara King, *Mayor*

ATTEST:

_____

Kaylynn Holloway, *City Secretary*

APPROVED:

_____

Ryan Henry, *City Attorney*

City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**11.**
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**
Council 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

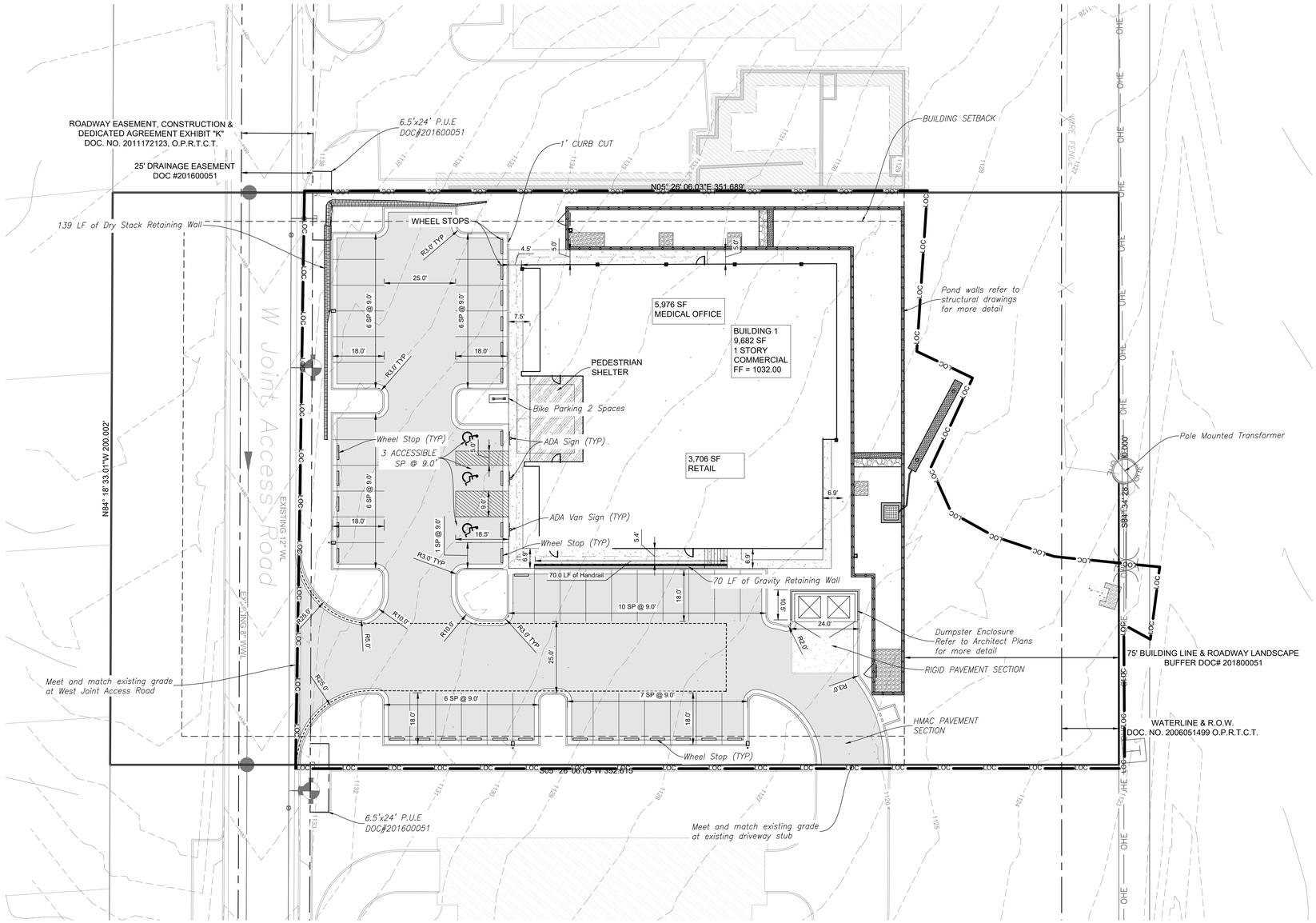
5. RECOMMENDATION

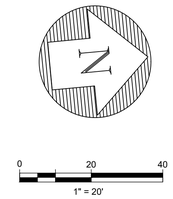
Staff and the Planning and Zoning Commission recommend approval of the Site and NPS permit with the following conditions:

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
Site Plan	Site Plan
Summary Letter	Backup Material
Water Quality Plans	Backup Material
Landscape plans	Backup Material
Lighting Plan	Backup Material
Building Elevations	Backup Material
Masonwood Development Agreement	Backup Material
Final Plat	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 # 2016506357) LOT 2 BLOCK AA IS ALLOWED 1.10 ACRES OF IMPERVIOUS COVER.

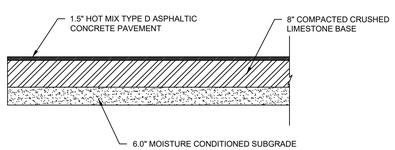
ACCESSIBLE ROUTE NOTES

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).

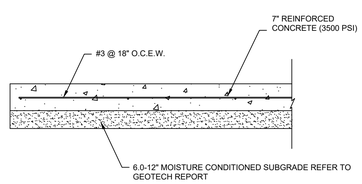
SITE DATA	ACRES	SQ. FT.	PERCENT
TOTAL SITE AREA	1.617	70,437	100%
ZONING: N/A (City of Bee Cave ETJ)			
PROPOSED USES: Dentist Office / Retail			
BUIDLING HEIGHT: 22, 1-STORY			
GROSS FLOOR SQ. FT. (COA DEFINITION)		9,682	N/A
BUILDING FOOTPRINT COVERAGE	0.222	9,682	13.7%
EXISTING IMPERVIOUS COVER	0.12	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.

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



HMAC PAVEMENT SECTION
NOT TO SCALE



RIGID PAVEMENT SECTION
NOT TO SCALE

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

FAMILY DENTAL CENTER
SITE PLAN

SITE PLAN

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 6/30/2023
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME: A629-1001 SP 1.dwg

STATE OF TEXAS
JUSTIN C. MADDING
122139
LICENSED PROFESSIONAL ENGINEER
6/30/2023

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

SP 1

SHEET NO. 10 OF 37 SHEETS

22-748 SNPS

Date/Time : Fri, 30 Jun 2023 - 12:33pm
Path/Name : G:\A629-1001 Bella Colinas Commercial\ACAD_Sheet Files\A629-1001 SP 1.dwg
User Name : jmadding

LJA ENGINEERING

2700 La Frontera, Suite 150, Round Rock, Texas 78681
t 512.767.7300 LJA.com TBPE F-1386

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.

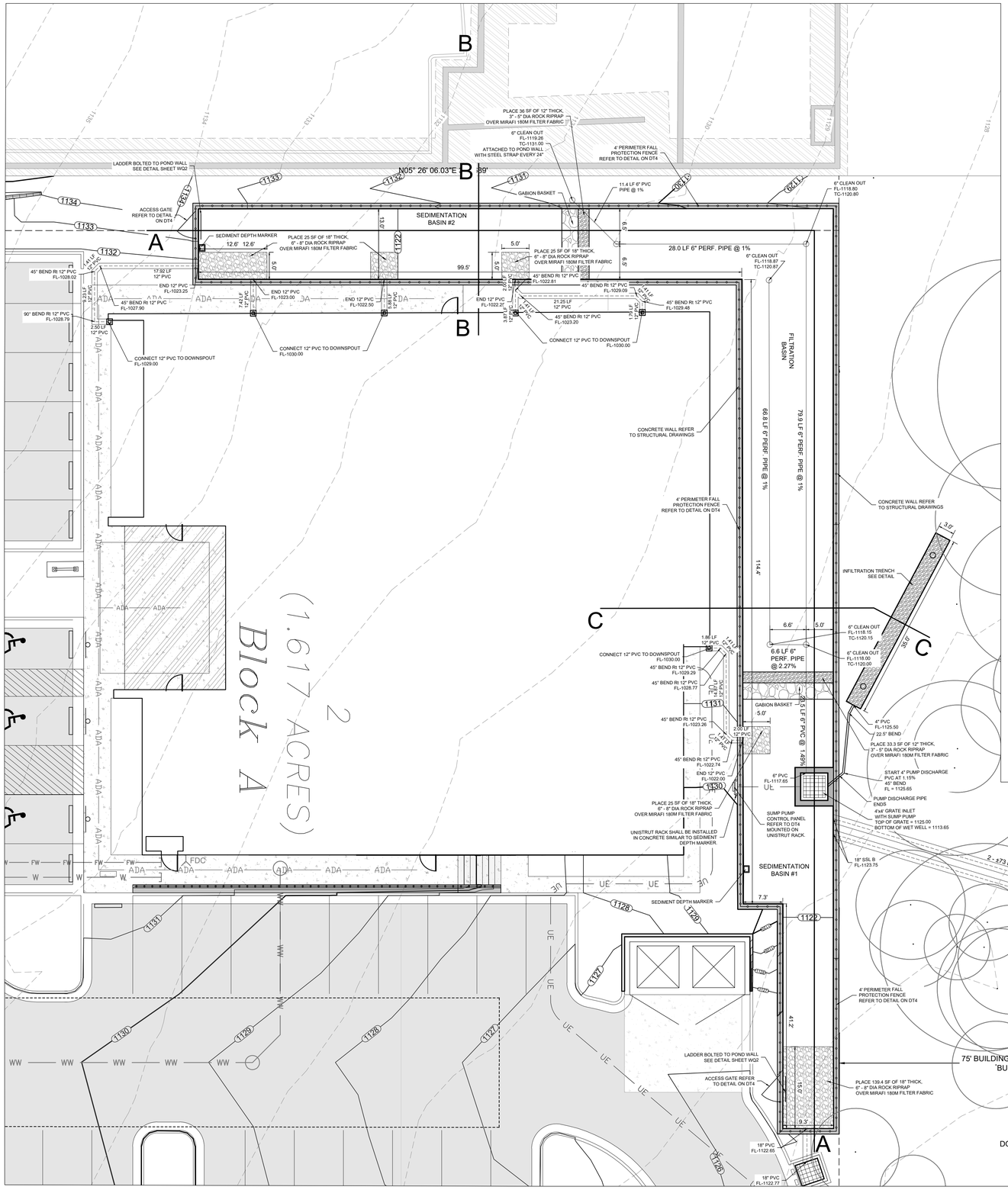
If you have any questions or need additional information, please contact me at 512.439.4700.

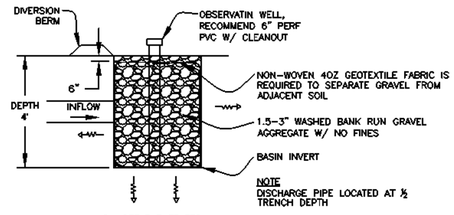
Thank you,
LJA Engineering, Inc.

Justin Madding, PE, PMP
Project Manager

STATE OF TEXAS
JUSTIN C. MADDING
122139
LICENSED
PROFESSIONAL ENGINEER

10/13/2022



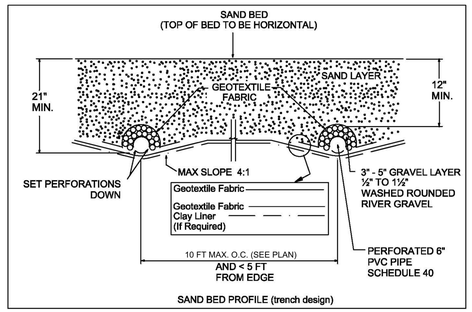


NOTES

* 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 RO'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./SY
-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.)

0 10 20
1" = 10'

NOTE:

SEE STRUCTURAL PLANS FOR CONCRETE WALL DESIGN.

CONTRACTOR TO USE DEWATERING SKIMMER DURING CONSTRUCTION, SEE EROSION CONTROL SHEETS FOR LOCATION.

TRAVIS COUNTY NOTES;

CONTACT POSTINSPECTION@TRAVISCOUNTYTX.GOV TO SCHEDULE THE FOLLOWING MILESTONE INSPECTION(S) FOR THE WATER QUALITY STRUCTURES WITH AT LEAST A 48-HOUR NOTICE, IF APPLICABLE:

- PRE-POUR OF ALL CONCRETE WITHIN THE FOOTPRINT OF THE WQ CONTROL OR POND.
- PLACEMENT OF ALL ROCK-FILLED GABIONS/MATTRESSES AND LEVEL SPREADERS.
- INSPECTION OF SAND/BIO-FILTRATION MEDIA AND/OR ROCK PRIOR TO INSTALLING.
- UNDERDRAIN PIPING PRIOR TO COVERING WITH SAND/BIO-FILTRATION MEDIA OR ROCK IN INFILTRATION TRENCH. IF COVERED, REMOVAL OF MATERIAL WILL BE REQUIRED.
- INSPECTION OF DESIGNED PLANTINGS PRIOR TO INSTALLING IN RAIN GARDEN/BIO-FILTRATION BASINS.
- SUBSOIL INFILTRATION RATE TESTING FOR INFILTRATION TRENCHES/BASINS.
- PREPARATION OF SUBSOIL FOR ENGINEERED VEGETATIVE FILTER STRIPS PRIOR TO COVERING WITH REQUIRED TOPSOIL.
- COMPLETION OF CONSTRUCTION OF WATER QUALITY STRUCTURE(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

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

FAMILY DENTAL CENTER
SITE PLAN

WATER QUALITY POND PLAN & SECTION

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

DATE: 6/30/2023
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME: A629-1001 WQ 1.dwg

STATE OF TEXAS
JUSTIN C. MADDING
122139
LICENSED PROFESSIONAL ENGINEER
6/30/2023

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

22-748 SNPS

Date/Time: Fri, 30 Jun 2023 - 12:37pm User Name: jmadding
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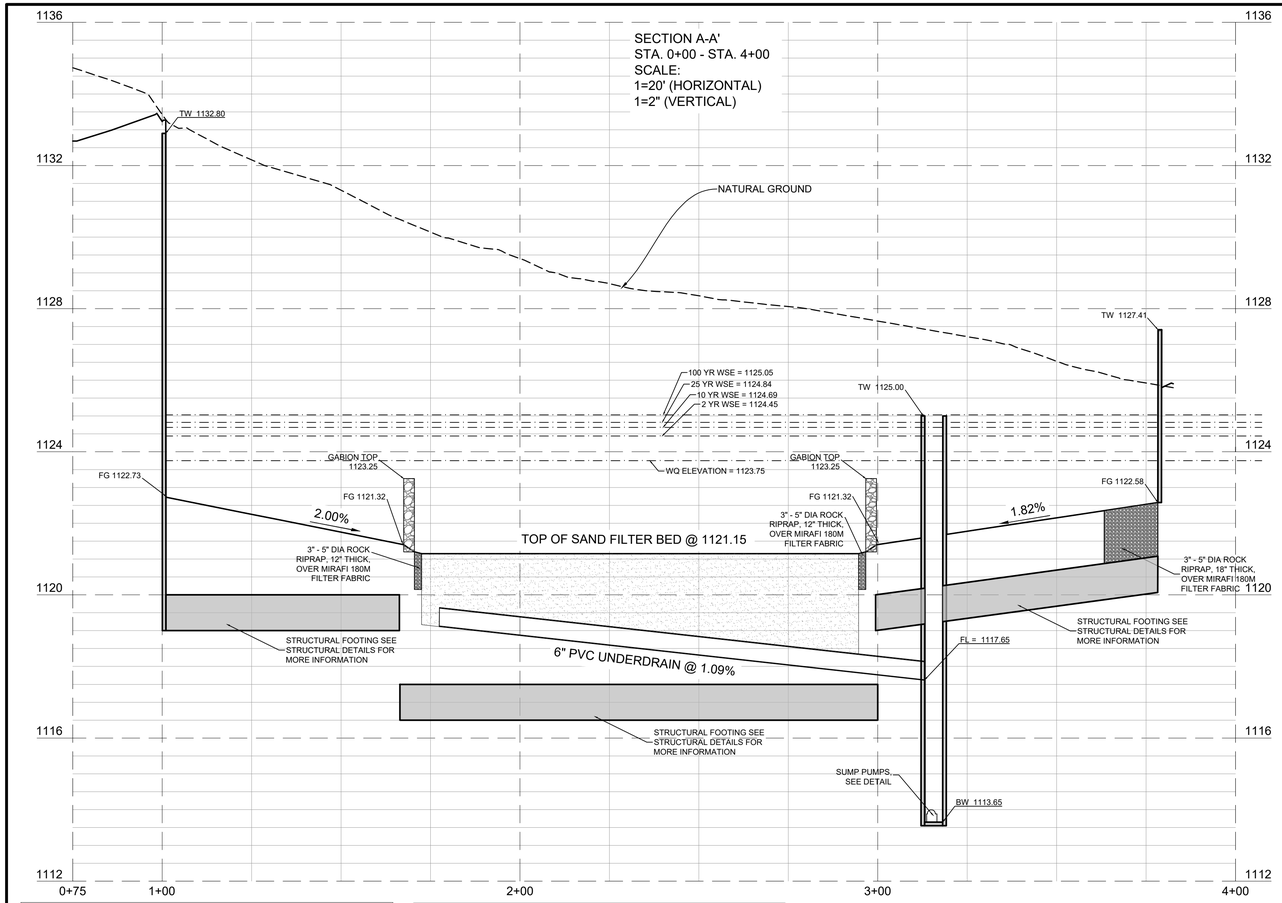
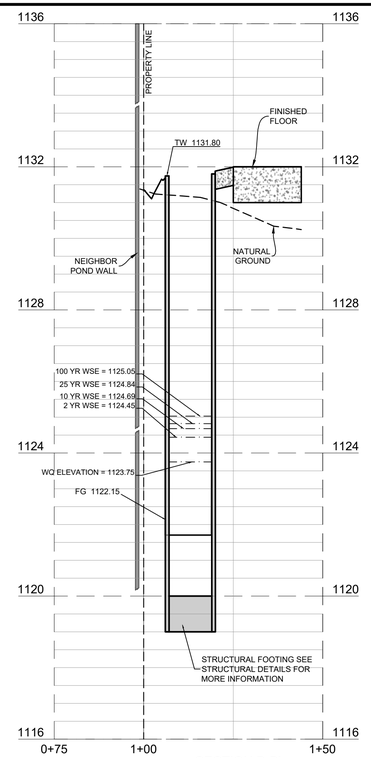
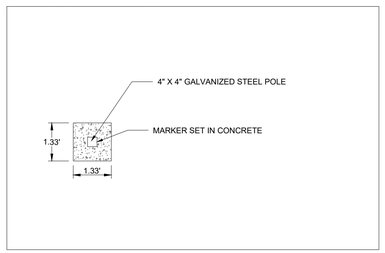
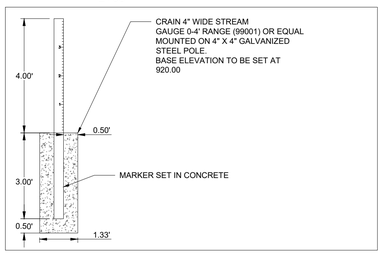




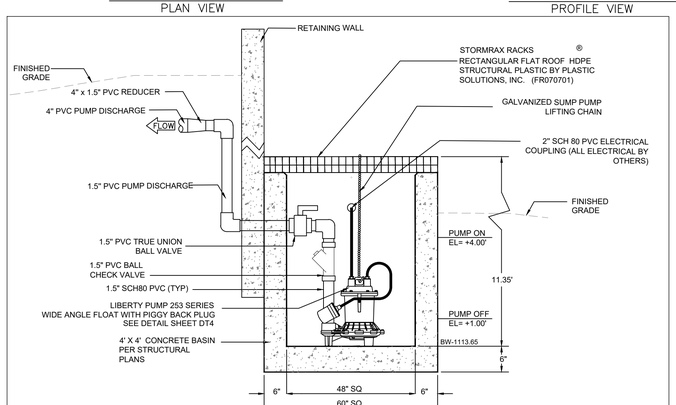
SECTION B-B'
STA. 0+00 - STA. 1+50
SCALE:
1=20' (HORIZONTAL)
1=2" (VERTICAL)



SEDIMENT MARKER DETAIL
PLAN VIEW



SEDIMENT MARKER DETAIL
PROFILE VIEW



SUMP PUMP WET WELL
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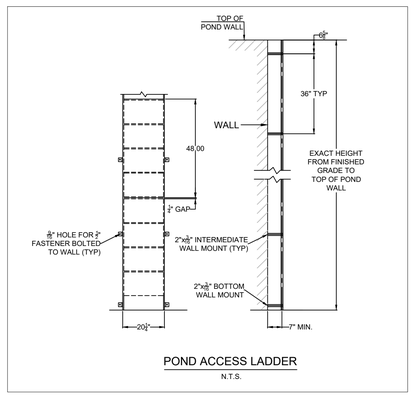

POND ACCESS LADDER
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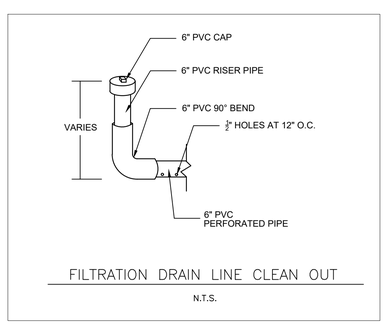

FILTRATION DRAIN LINE CLEAN OUT
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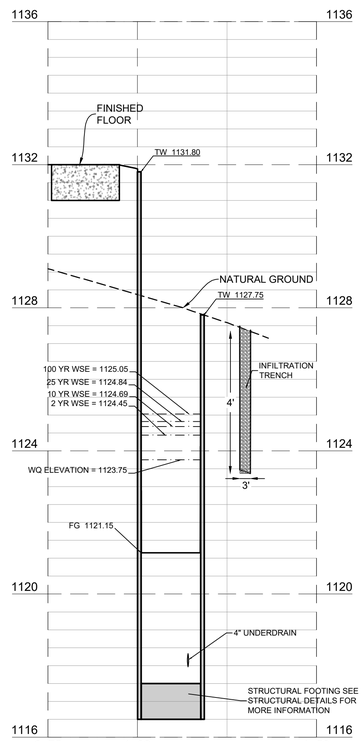

SECTION C-C'
STA. 0+00 - STA. 1+50
SCALE:
1=20' (HORIZONTAL)
1=2" (VERTICAL)

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 efficiency) x P x (A_I x 34.6 + A_P x 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.	DESCRIPTION	BY	DATE
	REVISIONS		

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

STATE OF TEXAS
JUSTIN C. MADDING
122139
LICENSED PROFESSIONAL ENGINEER
6/30/2023

LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
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JOB NUMBER: A629-1001

WQ 2

SHEET NO. 16 OF 37 SHEETS

22-748 SNPS

Date/Time : Fri, 30 Jun 2023 - 12:37pm User Name : jmadding
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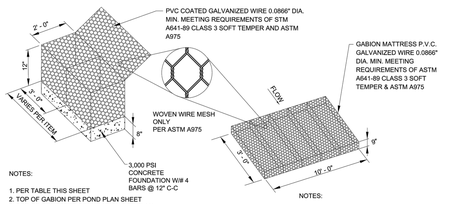
GABION WALL AND MATTRESS BASKET STONE SPECIFICATIONS.	
SLEEVE SIZE	PERCENT BY WEIGHT (MASS) % PASSING EACH INDIVIDUAL SIEVE
8 INCH	100
6 INCH	0-5
5 INCH	0

THE STONE USED TO FILL THE MATTRESS SHALL BE AS SPECIFIED FOR THE GABION WALL EXCEPT THAT IT SHALL HAVE A MAXIMUM DIMENSION OF 5INCHES AND A MINIMUM DIMENSION OF 8INCHES. THE MAJORITY OF THE STONE SHALL BE IN THE 6-8INCH RANGE; CUBICAL OR ROUNDED IN SHAPE.

NONWOVEN GEOTEXTILE FABRIC SPECIFICATIONS				
UNIT WEIGHT	MINIMUM FILTRATION RATE	MINIMUM PUNCTURE STRENGHT	MINIMUM MULLEN BURST STRENGHT	TENSILE STRENGHT
8 OZ/SY	0.08 IN./SEC	125 LBS	400 PSI	200 LBS

NOTE:

RETAINING WALLS, OVER FOUR FEET IN HEIGHT, MEASURED FROM THE BOTTOM OF THE FOOTING TO THE TOP OF THE WALL, SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER AND WILL REQUIRE A SEPARATE PERMIT [INTERNATIONAL BUILDING CODE 106.2.5].



NOTES:

1. PER TABLE THIS SHEET
2. TOP OF GABION PER POND PLAN SHEET
3. TOP OF CONCRETE FOUNDATION PER PLAN
4. GABION WALL CONSTRUCTION SHALL MEET CITY OF AUSTIN STANDARD SPECIFICATION 584S

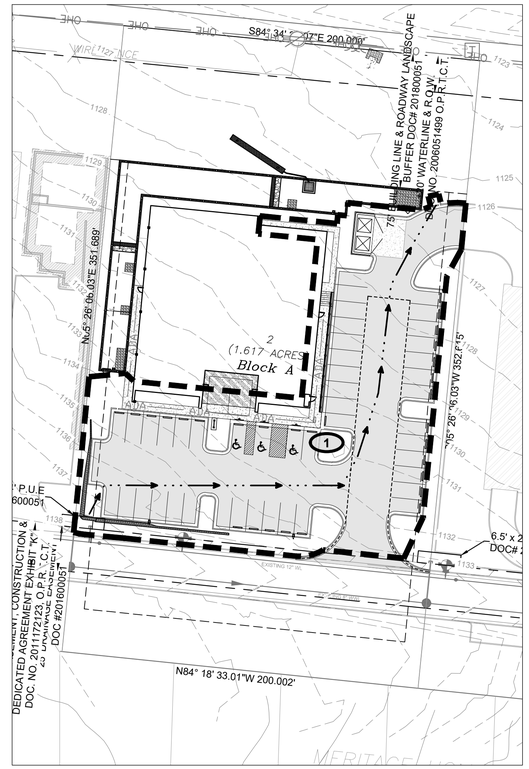
NOTES:

1. PER TABLE THIS SHEET
2. TOP OF GABION MATTRESS PER POND PLAN SHEET

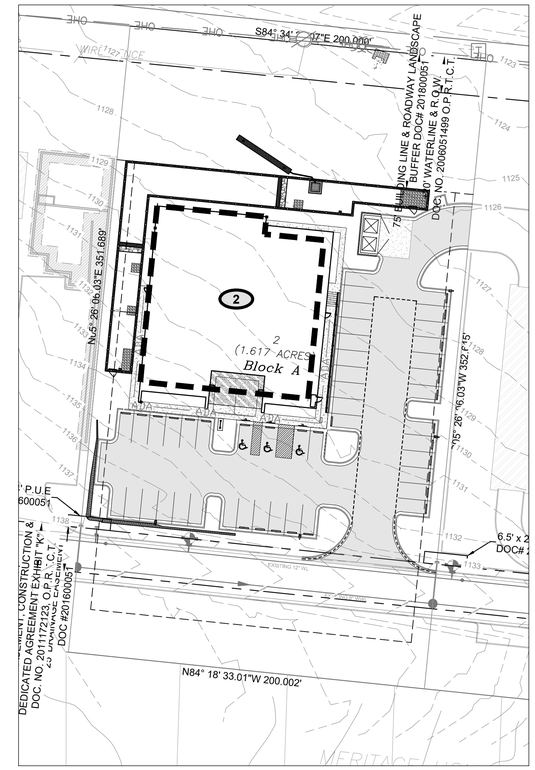
GABION MATTRESS DETAIL

NOT-TO-SCALE

GABION DETAIL.dgn Default 1/23/2019 10:48:31 AM



SEDIMENT BASIN #1



SEDIMENT BASIN #2

N

0 40 80

1" = 40'

ENTIRE SITE

ADOPTED JUNE 28, 2022

APPENDIX F-2: PARTIAL SEDIMENTATION/FILTRATION POND CALCULATIONS FOR DEVELOPMENT PERMITS

PARTIAL SEDIMENTATION/FILTRATION POND CALCULATIONS FOR DEVELOPMENT PERMITS

DRAINAGE AREA DATA:

Drainage Area to Control (DA)	0.905	ac
Drainage Area Impervious Cover	75.0	%
Capture Depth (CD)	1.05	in.

WATER QUALITY CONTROL CALCULATIONS:	Required		Provided	
The Water Quality Control is to be PARTIAL SEDIMENTATION FILTRATION				
25-year Peak Flow Rate to Control (Q25)	8.70	cfs		
100-year Peak Flow Rate to Control (Q100)	11.52	cfs		
Water Quality Volume (WQV = CD*DA*3630)	3349	cf	8359	cf
Maximum Ponding Depth above Sand Bed (H)			2.6	ft
Sedimentation Pond Area			1858	sf
Sedimentation Pond Volume (minimum 20% of WQV)	670	cf	3150	cf
Filtration Pond Area (WQV/(4 + 1.33 * H))	462	sf	2005	sf
Filtration Pond Volume			5076	cf
Water Quality Elevation	1123.75	ft msl		
Elevation of Splitter/Overflow Weir	minimum WQ elevation	ft msl	n/a	ft msl
Height of Gabion Wall	WQ elevation - 0.5ft	ft msl	1123.25	ft msl

WQV = 62,530 GALLONS AT PUMP RATE OF 22.5 GPM. BASED ON THAT RATE THE POND WILL DRAIN IN 46.3 HOURS

WHOLE POND

(FT)	(SF)	AREA	(CF)	(AC-FT)	(CF)	(CFS)	
1121.15	2005.45				0	0.00	
		2511	2135				
1122	3017.5			0.0490	2134.75	0.00	
		3389	3389				
1123	3760.18			0.1268	5523.59	0.00	
		3780	2835				
1123.75	3800			0.1919	8358.66	0.00	WQ ELEV
		3800	950				
1124	3800			0.2137	9308.66	0.40	
		3800	3800				
1125	3800			0.3009	13108.66	8.35	
		3800	228				
1125.06	3800			0.3062	13336.66	8.35	

ADOPTED JUNE 28, 2022

APPENDIX F-2: PARTIAL SEDIMENTATION/FILTRATION POND CALCULATIONS FOR DEVELOPMENT PERMITS

PARTIAL SEDIMENTATION/FILTRATION POND CALCULATIONS FOR DEVELOPMENT PERMITS

DRAINAGE AREA DATA:

Drainage Area to Control (DA)	0.55	ac
Drainage Area Impervious Cover	85.4	%
Capture Depth (CD)	1.15	in.

WATER QUALITY CONTROL CALCULATIONS:	Required		Provided	
The Water Quality Control is to be PARTIAL SEDIMENTATION FILTRATION				
25-year Peak Flow Rate to Control (Q25)	5.28	cfs		
100-year Peak Flow Rate to Control (Q100)	7.65	cfs		
Water Quality Volume (WQV = CD*DA*3630)	2295	cf	8363	cf
Maximum Ponding Depth above Sand Bed (H)			2.6	ft
Sedimentation Pond Area			995	sf
Sedimentation Pond Volume (minimum 20% of WQV)	459	cf	1813	cf
Filtration Pond Area (WQV/(4 + 1.33 * H))	307	sf	2005	sf
Filtration Pond Volume			5076	cf

SEDIMENT BASIN #1

ELEV (FT)	AREA (SF)	AVG AREA	VOL (CF)	TOTAL VOL (AC-FT)	TOTAL VOL (CF)
1121.32	0				0
		298	202		
1122	595			0.0046	202.30
		795	517		
1122.65	995			0.0165	719.05
		995	348		
1123	995			0.0245	1067.30
		995	746		
1123.75	995			0.0416	1813.55

ADOPTED JUNE 28, 2022

APPENDIX F-2: PARTIAL SEDIMENTATION/FILTRATION POND CALCULATIONS FOR DEVELOPMENT PERMITS

PARTIAL SEDIMENTATION/FILTRATION POND CALCULATIONS FOR DEVELOPMENT PERMITS

DRAINAGE AREA DATA:

Drainage Area to Control (DA)	0.22	ac
Drainage Area Impervious Cover	100	%
Capture Depth (CD)	1.3	in.

WATER QUALITY CONTROL CALCULATIONS:	Required		Provided	
The Water Quality Control is to be PARTIAL SEDIMENTATION FILTRATION				
25-year Peak Flow Rate to Control (Q25)	2.27	cfs		
100-year Peak Flow Rate to Control (Q100)	3.27	cfs		
Water Quality Volume (WQV = CD*DA*3630)	1038	cf	8363	cf
Maximum Ponding Depth above Sand Bed (H)			2.6	ft
Sedimentation Pond Area			863	sf
Sedimentation Pond Volume (minimum 20% of WQV)	207	cf	1469	cf
Filtration Pond Area (WQV/(4 + 1.33 * H))	139	sf	2005	sf
Filtration Pond Volume			5076	cf

SEDIMENT BASIN #2

ELEV (FT)	AREA (SF)	AVG AREA	VOL (CF)	TOTAL VOL (AC-FT)	TOTAL VOL (CF)
1121.32	0				0
		195	132		
1122	389			0.0030	132.26
		626	457		
1122.73	863			0.0135	589.24
		863	233		
1123	863			0.0189	822.25
		863	647		
1123.75	863			0.0337	1469.50

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FAMILY DENTAL CENTER
SITE PLAN

WATER QUALITY POND DETAILS

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

DATE: 6/30/2023
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME: A629-1001 WQ 3.dwg

STATE OF TEXAS
JUSTIN C. MADDING
122139
LICENSED PROFESSIONAL ENGINEER
6/30/2023

LJA Engineering, Inc.
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JOB NUMBER: A629-1001

WQ 3

SHEET NO. 17 OF 37 SHEETS

22-748 SNPS

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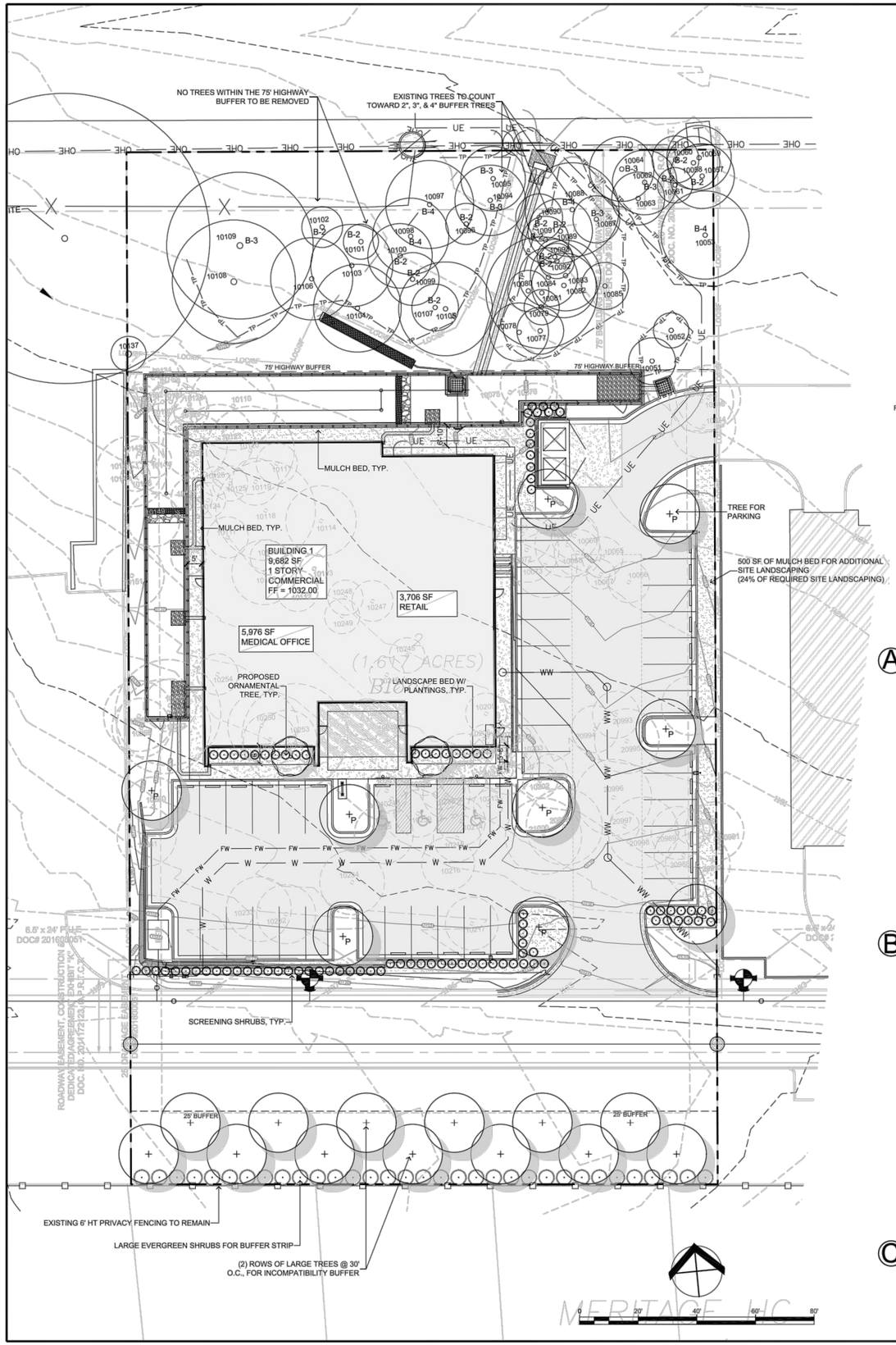
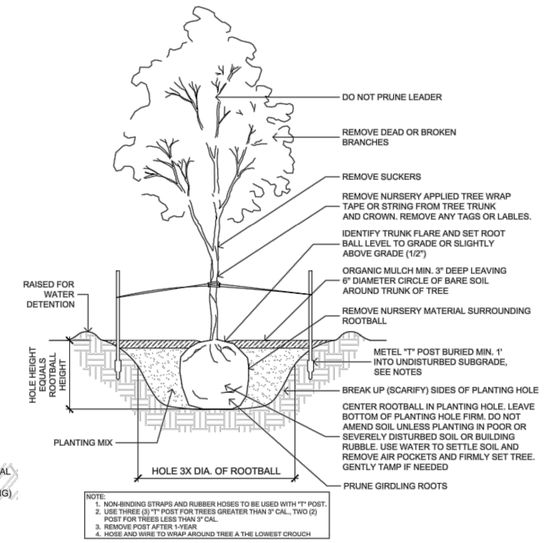
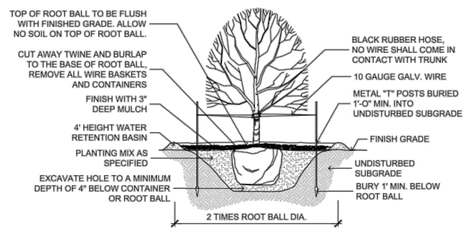




NOTE:
1. NON-BINDING STRAPS AND RUBBER HOSES TO BE USED WITH "T" POST.
2. USE THREE (3) "T" POST FOR TREES GREATER THAN 3" CAL., TWO (2) POST FOR TREES LESS THAN 3" CAL.
3. REMOVE POST AFTER 1-YEAR
4. HOSE AND WIRE TO WRAP AROUND TREE A THE LOWEST CROUCH

A TREE PLANTING DETAIL
SECTION

SCALE: N.T.S.



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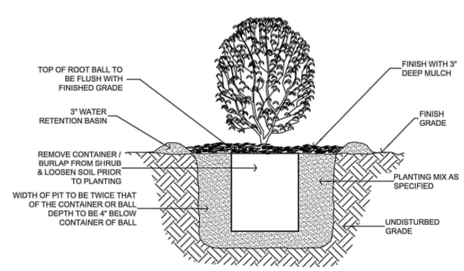
B ORNAMENTAL TREE PLANTING DETAIL
SECTION

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 muelhenbergii	3" caliper, 6' ht. minimum
		Live Oak	Quercus virginana	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

Date	Description

REGISTERED LANDSCAPE ARCHITECT
BRADLEY T. JONES
2858
STATE OF TEXAS
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
3000 S. IH 35, SUITE 100, AUSTIN, TEXAS 78704
TBPELS #10183 AND TBAE #BR3372 (512) 912-9000

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	8,7	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.

REVISIONS

Date	Description

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

FAMILY DENTAL CENTER

16___ ST HWY 71, BEE CAVE, TX 78738

LANDSCAPE SUBMITTAL NOTES & DETAILS

DATE: 05-26-23

SCALE: AS SHOWN

ECOLAND DESIGN GROUP

Sheet:

L2 of L2

JOB#: E214-01

CONSOLIDATED ADMINISTRATIVE SITE DEVELOPMENT PERMIT

FAMILY DENTAL CENTER

15955 STATE HWY 71, BEE CAVES, TX

PERMIT No.:_____

SUBMITTAL DATE:_____

STATE OF TEXAS
JUSTIN C. MADDING
122139
LICENSED
PROFESSIONAL ENGINEER
11/7/2022

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 _____

FAMILY DENTAL CENTER
SITE PLAN

Sheet Number	Sheet Title	Sheet Description
01	CV 1	COVER SHEET
02	GN 1	GENERAL NOTES
03	GN2	
04	GN3	
03	GN4	
06	PL 1	FINAL PLAT
07	PL 2	FINAL PLAT
08	EX 1	EXISTING CONDITIONS & DEMOLITION PLAN
09	EC 1	EROSION/SEDIMENTATION CONTROL & TREE PROTECTION PLAN
10	EC 2	EROSION/SEDIMENTATION CONTROL & TREE PROTECTION DETAILS
11	SP 1	SITE PLAN
12	GP 1	GRADING PLAN
13	DM 1	EXISTING CONDITION S DRAINAGE PLAN
14	DM 2	DEVELOPED DRAINAGE PLAN
15	WQ 1	WATER QUALITY POND PLAN
16	WQ 2	WATER QUALITY POND SECTIONS & NOTES
17	FP 1	FIRE PROTECTION PLAN
18	UT 1	UTILITY OVERALL PLAN
19	DT 1	SITE PLAN DETAILS
20	DT 2	WATER DETAILS
21	DT 3	WASTEWATER & STORM SEWER DETAILS
22	DT 4	SITE DETAILS
23	L1	LANDSCAPE SHEETS
24	I1	IRRIGATION SUBMITTAL PLAN 1 OF 2
25	I2	IRRIGATION SUBMITTAL PLAN 2 OF 2
26	Photometric	PHOTOMETRIC PLAN
27	A5.1	ARCHITECTURAL ELEVATIONS

NOTES

1. 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.
2. BY THE ACT OF SUBMITTING A BID FOR THE PROPOSED CONTRACT, THE BIDDER WARRANT 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.
3. 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.
4. 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).
5. 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.
6. ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY OF BEE CAVE SPECIFICATIONS.
7. DETENTION FOR LOT 2, BLOCK AA WILL BE PROVIDED BY SITE.
8. 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.
9. 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.)
10. TITLE COMMITMENT PROVIDED BY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. FAH21022248, EFFECTIVE DATE SEPTEMBER 25, 2022, ISSUED DATE OCTOBER 04, 2022.
11. THIS PROPERTY IS SUBJECT TO THE IMPERVIOUS COVER AND RESTRICTIONS AS RECORDED IN DOCUMENT NO.2016031163 OF THE OPRTC.
12. CONSTRUCTION HOURS ARE FROM 7:00 AM - 7:00 PM.
13. 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.
14. ALL STORM LINES, WATER QUALITY AND DRAINAGE FACILITIES ARE PRIVATE AND SHALL BE MAINTAINED BY THE PROPERTY OWNER.
15. CONTACT THE DISTRICT'S OPERATOR, CROSSROAD UTILITY, LISA TORRES (512-246-5902) PRIOR TO ANY TIE-INS TO DISTRICT FACILITIES.
16. 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.
17. THE PROPERTY IS SUBJECT TO IMPERVIOUS COVER AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2016031163 OF THE OPRTC.
18. 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.
19. ALL STRUCTURAL FIELD CHANGES REQUIRE A PLAN REVISION APPROVAL IN WRITING BEFORE COMMENCEMENT OF THE WORK.
20. 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

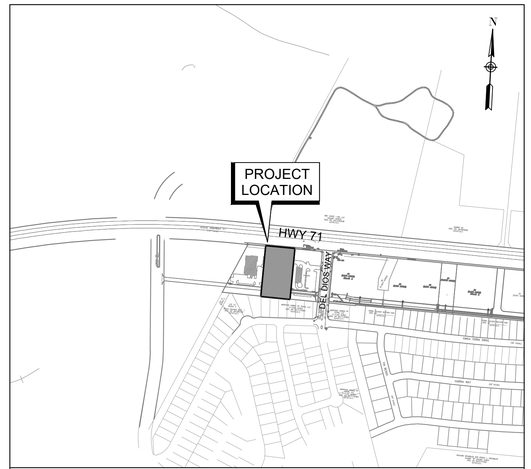
1. PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING ENSURE THAT ALL REQUIRED NOTICES AND PERMITS ARE POSTED AND THE CERTIFIED INSPECTOR FOR YOUR SITE HAS UPLOADED A SWPPP INSPECTION REPORT TO YOUR ACCOUNT THAT CONFIRMS THAT THE FIRST PHASE OF TEMPORARY ESC HAVE BEEN INSTALLED PER PLANS AND SPECIFICATIONS.

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

SPECIAL PRE-CON NOTES:

1. PROVIDE 48 HR. MINIMUM NOTICE TO SCHEDULE THE PRE-CON MEETING.
2. PROVIDE A $\frac{1}{2}$ SIZE SET OF PLANS FOR THE INSPECTOR AT THE PRE-CON.
3. PROVIDE AN ANTICIPATED CONSTRUCTION SCHEDULE AT THE PRE-CON.
4. 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 INITAL 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



15955 STATE HWY 71, BEE CAVES, TX

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

LANSCAPE 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 - $\frac{3}{4}$" 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

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 OF NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

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

Date/Time : Mon, 07 Nov 2022 - 2:38pm User Name : jmadding
Path/Name : G:\A629-1001 Bella Colinas Commercial\ACAD_Sheet Files\A629-1001 CV1.dwg

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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 ACCESSIBLITY 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.
   - 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 water 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).

   - The hydrostatic leakage rate for ductile iron (DI) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-600 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;

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

Where:

- L = the quantity of makeup water in gallons per hour,
- S = 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).

8. Projects constructed on or after January 4, 2014 must comply with changes to the Safe Drinking Water Act that reduce the maximum allowable lead content of pipes, pipe fittings, plumbing fittings, and fixtures to 0.25 percent.

9. The system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide firefighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions as required by 30 TAC §290.44(d).

10. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent as required by 30 TAC §290.44(d)(1).

11. Pursuant to 30 TAC §290.44(d)(4), accurate water meters shall be provided. Service connections and meter locations should be shown on the plans.

12. Pursuant to 30 TAC §290.44(d)(5), sufficient valves and blowoffs to make repairs. The engineering report shall establish criteria for this design.

13. Pursuant to 30 TAC §290.44(d)(6), the system shall be designed to afford effective circulation of water with a minimum of dead ends. All dead-end mains shall be provided with acceptable flush valves and discharge piping. All dead-end lines less than two inches in diameter will not require flush valves if they end at a customer service. Where dead ends are necessary as a stage in the growth of the system, they shall be located and arranged to ultimately connect the ends to provide circulation.

14. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and septic tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet 30 TAC §290.44(e)(1-4) of the current rules.

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).

BENCHMARK NOTES

1. BM #1 - $\frac{1}{2}$" 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

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.

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

FAMILY DENTAL CENTER
SITE PLAN

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 11/7/2022
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME: A629-1001 GN 1.dwg

STATE OF TEXAS
JUSTIN C. MADDING
122139
LICENSED
PROFESSIONAL ENGINEER
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

Date/Time : Mon, 07 Nov 2022 - 2:39pm User Name : jmadding
Path/Name : G:\A629-1001 Bella Colinas Commercial\ACAD_Sheet Files\A629-1001 GN 1.dwg

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 SUDIVISION/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, THEN HUMATE/NUTRIENT SOLUTIONS WITH MYCORRHIZAE COMPONENTS ARE HIGHLY RECOMMENDED. IN ADDITION, SOIL ANALYSIS MAY BE NEEDED TO DETERMINE IF ORGANIC MATERIAL OR BENEFICIAL MICROORGANISMS ARE NEEDED TO IMPROVE SOIL HEALTH. MATERIALS AND METHODS ARE TO BE APPROVED BY THE CITY ARBORIST (512-974-1876) PRIOR TO APPLICATION. THE OWNER OR GENERAL CONTRACTOR SHALL SELECT A FERTILIZATION CONTRACTOR AND IENSURE COORDINATION WITH THE CITY ARBORIST.

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 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.

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 PLUMING 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 PLUMING 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 SUDIVISION/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 CONTACT: RICK REED PHONE: (512) 870-5297 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

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 11/7/2022
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME: A629-1001 GN 2.dwg

STATE OF TEXAS
JUSTIN C. MADDING
122139
LICENSED
PROFESSIONAL ENGINEER
11/7/2022

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.INSPECTIONS@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 SEEDBED 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:

OWNER: 22.52 BELLA COLINAS JV
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 ABORIST;

   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 SUMP 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

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 11/7/2022
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME: A629-1001 GN 3.dwg

STATE OF TEXAS
JUSTIN C. MADDING
122139
LICENSED
PROFESSIONAL ENGINEER
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 3

SHEET NO. 04 OF 27 SHEETS

Date/Time: Mon, 07 Nov 2022 - 2:39pm User Name: jmadding
Path/Name: G:\A629-1001 Bella Colinas Commercial\ACAD_Sheet Files\A629-1001 GN 3.dwg

EXHIBIT 482.301B TRAVIS COUNTY STANDARD CONSTRUCTION NOTES FOR SITE DEVELOPMENT

1. 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 SILTED, 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 48453C0629OJ.
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.
22. AN ENGINEER'S CONCURRENCE LETTER IN ACCORDANCE WITH TRAVIS COUNTY CODE SECTION 482.953 MUST BE SUBMITTED VIA THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY WHEN CONSTRUCTION IS SUBSTANTIALLY COMPLETE. THE ENGINEER'S CONCURRENCE LETTER MUST BE SUBMITTED BEFORE THE CONTRACTOR OR PRIMARY OPERATOR REQUESTS A FINAL INSPECTION BY TRAVIS COUNTY.
23. SITE IMPROVEMENTS MUST BE CONSTRUCTED IN CONFORMANCE WITH THE ENGINEER'S CONSTRUCTION PLANS APPROVED BY TRAVIS COUNTY. NON-CONFORMANCE WITH THE APPROVED PLANS WILL DELAY FINAL INSPECTION APPROVAL BY THE COUNTY UNTIL PLAN CONFORMANCE IS ACHIEVED OR ANY REQUIRED PLAN REVISIONS ARE APPROVED.
24. FINAL SITE STABILIZATION. ALL AREAS DISTURBED BY THE CONSTRUCTION MUST BE PERMANENTLY REVEGETATED AND ALL TEMPORARY SEDIMENT CONTROLS AND ACCUMULATED SEDIMENTATION MUST BE REMOVED BEFORE THE COUNTY WILL ISSUE A CERTIFICATE OF COMPLIANCE FOR FINAL SITE STABILIZATION AS PART OF FINAL INSPECTION AND PROJECT COMPLETION. A DEVELOPERS CONTRACT, AS DESCRIBED IN THE SWP3 AND ESC NOTES SHEET MAY BE EXECUTED WITH TRAVIS COUNTY FOR CONDITIONAL ACCEPTANCE OF A PROJECT FOR WHICH HAS ESC FISCAL SECURITY POSTED AND FOR WHICH ALL ITEMS ARE COMPLETE.

EXHIBIT 482.301E. SEQUENCE OF CONSTRUCTION AND PRIORITY INSPECTIONS - SITE DEVELOPMENT

THE OWNER AND PRIMARY OPERATOR MUST FOLLOW THIS BASIC SEQUENCE OF CONSTRUCTION FOR EACH SITE DEVELOPMENT, INCLUSIVE OF ALL NON-RESIDENTIAL SITE DEVELOPMENT PROJECTS. WITHIN THE FOLLOWING SEQUENCE OF CONSTRUCTION ARE LISTED PRIORITY INSPECTIONS THAT THE OWNER AND PRIMARY OPERATOR MUST REQUEST FROM A REPRESENTATIVE OF TRAVIS COUNTY'S STORM WATER MANAGEMENT PROGRAM INSPECTION TEAM. EACH PRIORITY INSPECTION MUST BE REQUESTED ONLINE THROUGH THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY.

THE PRIORITY INSPECTIONS IN THIS EXHIBIT ARE CONSISTENT WITH THE PRIORITY INSPECTIONS FOUND IN THE CUSTOMER PORTAL FOR THE PROJECT. FOR ASSURANCE PURPOSES, A SECOND REQUEST TO TRAVIS COUNTY IS STRONGLY ENCOURAGED BY ADDITIONALLY SENDING AN E-MAIL TO ENVINSPECT@TRAVISCOUNTYTX.GOV.

THE SEQUENCE FOR ITEMS 1-4 AND ITEMS 9-12 MUST NOT BE ALTERED, BUT THE SEQUENCE FOR ITEMS 5-8 MAY BE MODIFIED WITH THE WRITTEN APPROVAL OF THE COUNTY.

1. ESC INSTALLATION. INSTALL ALL TEMPORARY EROSION AND SEDIMENT CONTROLS (ESC) AND TREE PROTECTION MEASURES IN ACCORDANCE WITH THE APPROVED ESC PLAN SHEETS AND THE SWP3.
   A. HAVE A QUALIFIED INSPECTOR (AS SPECIFIED IN SECTION 482.934(C)(3) OF THE TRAVIS COUNTY CODE) INSPECT THE TEMPORARY EROSION AND SEDIMENT CONTROLS AND PREPARE A CERTIFIED SWP3 INSPECTION REPORT REGARDING WHETHER THE TEMPORARY EROSION AND SEDIMENT CONTROLS WERE INSTALLED IN CONFORMANCE WITH THE APPROVED PLANS;
   B. UPLOAD THE QUALIFIED INSPECTOR'S CERTIFIED SWP3 INSPECTION REPORT TO THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY; AND
   C. REQUEST A MANDATORY PRE-CONSTRUCTION MEETING WITH TRAVIS COUNTY THROUGH THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY GIVING AT LEAST 3 BUSINESS DAYS NOTIFICATION.
2. PRE-CONSTRUCTION MEETING AND ESC INSPECTION. HOLD A MANDATORY PRECONSTRUCTION MEETING THAT ADDRESSES THE ITEMS IN EXHIBIT 482.950 AND THE ESC PRE-CONSTRUCTION INSPECTION BY THE COUNTY AND OBTAIN COUNTY'S APPROVAL TO START CONSTRUCTION. (PRIORITY INSPECTION)
3. INSPECT FOR COMPLIANCE WITH SWP3 AND ESC PLAN. MAINTAIN AND INSPECT THE SWP3 CONTROLS AND PREPARE AND UPLOAD A WEEKLY CERTIFIED SWP3 INSPECTION REPORT THAT INCLUDES THE CONTENTS LISTED IN EXHIBIT 482.951 TO THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY.
4. CONSTRUCT SEDIMENT BASIN(S). CONSTRUCT ANY STORM WATER POND(S) FIRST, WHENEVER APPLICABLE, TO BE FUNCTIONAL AS CONSTRUCTION SEDIMENT BASIN(S) BEFORE GRADING AND EXCAVATING THE ENTIRE SITE, AS FOLLOWS:
   A. CLEAR, GRUB, AND EXCAVATE ONLY THE SITE AREAS AND CUT AND FILL QUANTITIES NECESSARY TO CONSTRUCT THE POND(S) IN ACCORDANCE WITH THESE APPROVED PLANS AND THE MINIMUM STANDARDS DESCRIBED IN THE SWP3 AND ESC PLAN SHEET NOTES FOR THE TEMPORARY SEDIMENT BASIN EMBANKMENTS, WALLS, INFLOWS, OUTFALLS, DRAINAGE CONVEYANCE MEASURES, SEDIMENT CONTROLS, AND STABILIZATION.
   B. REQUEST COUNTY INSPECTION AND OBTAIN COUNTY'S WRITTEN APPROVAL OF THE TEMPORARY SEDIMENT BASIN(S) BEFORE PROCEEDING FURTHER IN THE SEQUENCE OF CONSTRUCTION. (PRIORITY INSPECTION)
5. CONSTRUCT SITE IMPROVEMENTS. BEGIN THE PRIMARY SITE CLEARING, EXCAVATION, AND CONSTRUCTION ACTIVITIES AND CONTINUE THE SWP3 AND ESC PLAN IMPLEMENTATION AND MAINTENANCE PER THE APPROVED PLANS.
6. CONSTRUCT DRIVEWAY APPROACH AND RIGHT-OF-WAY IMPROVEMENTS. INSTALL DRIVEWAY APPROACH AND DRAINAGE AND ROAD IMPROVEMENTS IN THE COUNTY RIGHTOF-WAY PER APPROVED PLANS, WHEN APPLICABLE. REQUEST A COUNTY PRE-POUR INSPECTION OF THE DRIVEWAY THROUGH THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY GIVING AT LEAST 3 BUSINESS DAYS NOTIFICATION. (PRIORITY INSPECTION).
7. PERFORM TEMPORARY STABILIZATION IN ALL DISTURBED AREAS THAT HAVE CEASED CONSTRUCTION ACTIVITIES FOR 14 DAYS OR LONGER.
8. PERFORM PERMANENT SITE STABILIZATION/RE-VEGETATION IMMEDIATELY IN ALL SITE AREAS AT FINAL PLAN GRADE AND IN ALL SITE AREAS SPECIFIED FOR PHASED REVEGETATION.
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 SUBGRADE, AND INSTALL UNDERDRAIN PIPING. B. REQUEST COUNTY INSPECTION AND OBTAIN COUNTY'S WRITTEN APPROVAL OF THE UNDERDRAIN PIPING INSTALLATION AND ASSOCIATED CONSTRUCTION MATERIALS (AGGREGATE, FILTER MEDIA, ETC.) BEFORE COVERING THE UNDERDRAIN AND PROCEEDING WITH CONSTRUCTION OF THE CONTROL. (PRIORITY INSPECTION).
10. COMPLETE CONSTRUCTION SITE IMPROVEMENTS AND FINAL STABILIZATION PER THE APPROVED PLANS.
11. PROVIDE ENGINEER'S CONCURRENCE LETTER THROUGH THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY WHEN CONSTRUCTION IS SUBSTANTIALLY COMPLETE AND REQUEST A FINAL INSPECTION BY TRAVIS COUNTY. (PRIORITY INSPECTION)
12. OBTAIN A CERTIFICATE OF COMPLIANCE WHEN ALL FINAL INSPECTION PUNCH LIST ITEMS, INCLUDING FINAL SITE STABILIZATION AND REMOVAL OF TEMPORARY SEDIMENT CONTROLS. IF NECESSARY, PROVIDE A DEVELOPERS CONTRACT TO THE COUNTY TO REQUEST CONDITIONAL ACCEPTANCE FOR USE OR OCCUPANCY OF THE SITE WITH ALL ITEMS COMPLETED EXCEPT RE-VEGETATION GROWTH COVERAGE. REQUEST A RE-INSPECTION WHEN RE-VEGETATION COVERAGE IS COMPLETE. (PRIORITY INSPECTION)

EXHIBIT 482.950 PRE-CONSTRUCTION CONFERENCE PLANNING AND AGENDA FOR SWP3 AND ESC PLAN

BEFORE STARTING CONSTRUCTION, THE OWNER OR THEIR REPRESENTATIVE MUST SUBMIT A REQUEST, USING THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY, TO PARTICIPATE IN A PRECONSTRUCTION CONFERENCE WITH THE DESIGNATED COUNTY INSPECTOR. PRIOR TO THE PRECONSTRUCTION CONFERENCE REQUEST, THE OWNER OR OWNER'S REPRESENTATIVE SHALL ENSURE THE FIRST PHASE OF THE ESC CONTROLS ARE INSTALLED IN CONFORMANCE WITH THE APPROVED PLANS, THE OWNER'S QUALIFIED INSPECTOR HAS INSPECTED THE CONTROLS AND VERIFIED COMPLIANCE WITH THE PLANS, AND AN SWP3 INSPECTION REPORT DOCUMENTING THIS INFORMATION HAS BEEN SENT TO THE COUNTY THROUGH THE METHOD SPECIFIED BY THE DESIGNATED COUNTY INSPECTOR. AFTER ARRANGING AN AGREED UPON DATE WITH THE COUNTY AND PROVIDING THE INITIAL SWP3 INSPECTION REPORT, THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE SHALL PROVIDE NOTICE OF THE SWP3 PRE-CONSTRUCTION CONFERENCE AND A COPY OF THE APPROVED PLANS, IF REQUESTED, TO THE FOLLOWING PERSONS OR ENTITIES AT LEAST TWO BUSINESS DAYS BEFORE THE CONFERENCE:

1. DESIGNATED COUNTY INSPECTOR(S)
2. DESIGN ENGINEER FOR THE APPROVED PLANS AND SWP3, OR THEIR REPRESENTATIVE
3. CONTRACTOR(S)/PRIMARY OPERATOR(S)
4. PRIMARY OPERATOR'S QUALIFIED INSPECTOR RESPONSIBLE FOR PREPARING THE SWP3 INSPECTION REPORTS
5. OTHER STAKEHOLDERS, AS APPROPRIATE: MUNICIPALITIES, UTILITIES, ETC. THE SWP3 PRE-CONSTRUCTION CONFERENCE MAY BE A STANDALONE MEETING OR A PART OF A LARGER PRE-CONSTRUCTION CONFERENCE, BUT MUST INCLUDE AN ON-SITE INSPECTION APPROVAL OF THE FIRST PHASE OF THE PROJECT'S ESC PLAN BY THE COUNTY INSPECTOR BEFORE CONSTRUCTION BEGINS. THE COUNTY INSPECTOR WILL DISCUSS THE FOLLOWING APPLICABLE ITEMS IN THE APPROVED PLANS AND THE SWP3 WITH THE PARTICIPANTS:

1. THE SWP3 SITE NOTEBOOK FOR THE PROJECT, INCLUDING REVIEW OF COMPLETENESS, SIGNATURES, CONSISTENCY WITH THE APPROVED CONSTRUCTION AND ESC PLANS, AND THE REQUIREMENTS FOR MAINTAINING THE SWP3 SITE NOTEBOOK DURING THE CONSTRUCTION PROCESS.
2. THE SEQUENCE OF CONSTRUCTION AND ESC PLAN IMPLEMENTATION; SEDIMENT BASIN CONSTRUCTION SCOPE PRIOR TO FULL SITE GRADING; NON-STRUCTURAL EROSION SOURCE CONTROLS; START DATES AND SCHEDULE OF EVENTS.
3. SEDIMENT CONTROLS; PHASING OF PERIMETER AND INTERIOR SEDIMENT CONTROLS DURING CONSTRUCTION; STRUCTURAL EROSION SOURCE CONTROLS SUCH AS DRAINAGE DIVERSION; ESC MAINTENANCE REQUIREMENTS.
4. ADEQUACY OF THE FIRST ESC PHASE AND FUTURE ESC PHASES TO ADDRESS SPECIFIC SITE CONDITIONS, AND ADJUSTMENT AND REVISION OF THE ESC PLAN AND SWP3 CONTROLS DURING CONSTRUCTION.
5. TEMPORARY AND PERMANENT STABILIZATION AND RE-VEGETATION REQUIREMENTS, INCLUDING SCHEDULE, CRITICAL SITE IMPROVEMENTS AND PRIORITY RE-VEGETATION AREAS.
6. ON AND OFF-SITE TEMPORARY AND PERMANENT SPOIL AND FILL DISPOSAL AREAS, HAUL ROADS, STAGING AREAS, AND STABILIZED CONSTRUCTION ENTRANCES;
7. PERMANENT WATER QUALITY CONTROLS CONSTRUCTION AND COUNTY INSPECTIONS, AND RELATED GRADING AND DRAINAGE CONSTRUCTION.
8. SUPERVISION OF THE SWP3 IMPLEMENTATION BY THE PRIMARY OPERATOR'S DESIGNATED PROJECT MANAGER, INCLUDING ROLES, RESPONSIBILITIES, AND COORDINATION WHEN MORE THAN ONE OPERATOR IS RESPONSIBLE FOR IMPLEMENTATION.
9. INSPECTION AND PREPARATION OF THE WEEKLY SWP3 INSPECTION REPORTS BY THE PRIMARY OPERATOR'S QUALIFIED INSPECTOR; REPORT SUBMITTAL BY THE PRIMARY OPERATOR, AND SWP3 MONITORING INSPECTIONS CONDUCTED BY THE COUNTY INSPECTOR.
10. OBSERVATION AND DOCUMENTATION OF EXISTING SITE CONDITIONS ADJACENT TO THE LIMITS OF CONSTRUCTION BEFORE CONSTRUCTION, INCLUDING WATERWAYS AND POTENTIAL OUTFALL DISCHARGE ROUTES, RIGHTS-OF-WAY AND EASEMENTS, BUFFER ZONES, AND CRITICAL ENVIRONMENTAL FEATURES.
11. SPECIAL SITE CONDITIONS AND PLAN PROVISIONS, SUCH AS PROTECTION OF WATERWAYS, CRITICAL ENVIRONMENTAL FEATURES, TREES TO BE SAVED, AND FUTURE HOMEBUILDING ON SUBDIVISION LOTS.
12. RAIN GAGE LOCATION OR RAINFALL INFORMATION SOURCE TO BE USED DURING CONSTRUCTION AND REPORTING.
13. FINAL INSPECTION AND ACCEPTANCE REQUIREMENTS, INCLUDING THE ENGINEER'S CONCURRENCE LETTER, COMPLETION OF REVEGETATION COVERAGE BEFORE THE NOTICE OF TERMINATION IS SUBMITTED BY THE PRIMARY OPERATOR, STABILIZATION OF RESIDENTIAL SUBDIVISION LOTS, REMOVAL OF TEMPORARY SEDIMENT CONTROLS, THE CERTIFICATE OF COMPLIANCE AND RELEASE OF ESC FISCAL SURETY.
14. EXCHANGE OF TELEPHONE NUMBERS AND CONTACT INFORMATION FOR THE PRIMARY PARTICIPANTS.

THE DESIGN ENGINEER SHALL PREPARE AND DISTRIBUTE NOTES, KEY DECISIONS, AND FOLLOW UP FROM THE PRECONSTRUCTION CONFERENCE TO ALL PARTICIPANTS WITHIN THREE BUSINESS DAYS AFTER COMPLETION OF THE CONFERENCE.

EXHIBIT 482.951SWP3 INSPECTION AREAS AND REPORT CONTENTS

THE OWNER OR PRIMARY OPERATOR OF THE CONSTRUCTION SITE SHALL DESIGNATE A QUALIFIED INSPECTOR POSSESSING THE REQUIRED CERTIFICATION (AS SPECIFIED IN SECTION 482.934(C)(3)) TO PERFORM A WEEKLY SWP3 INSPECTION AND PREPARE A SIGNED SWP3 INSPECTION REPORT OF THE INSPECTION FINDINGS. THE CONSTRUCTION SITE AREAS AND THE CONTROL MEASURES LISTED HEREIN ARE TO BE USED AS A MINIMUM AS THE UNIFORM CRITERIA BY THE OWNER'S QUALIFIED INSPECTOR, AS WELL AS THE COUNTY INSPECTOR, TO EVALUATE AND DETERMINE A PROJECT'S COMPLIANCE STATUS WITH THE APPROVED SWP3 AND ESC PLAN. IN ADDITION, ON AN ONGOING BASIS AND FOLLOWING STORM EVENTS, THE PRIMARY OPERATOR'S RESPONSIBLE ON-SITE PERSONNEL SHALL ALSO INSPECT AND ADDRESS THESE ITEMS DURING CONSTRUCTION AS REQUIRED BY THE SWP3, ESC PLAN, AND TRAVIS COUNTY CODE, SECTION 482.951.

AREAS OF INSPECTION. AT THE VERY LEAST, THE FOLLOWING AREAS MUST BE INSPECTED:

1. DISTURBED AREAS AND THE APPROVED LIMITS OF CONSTRUCTION.
2. PERIMETER AND INTERIOR SEDIMENT CONTROLS.
3. AREAS UNDERGOING TEMPORARY STABILIZATION OR PERMANENT VEGETATION ESTABLISHMENT.
4. TEMPORARY AND PERMANENT FILL AND SPOIL STORAGE OR DISPOSAL AREAS.
5. STORAGE AREAS FOR MATERIALS AND EQUIPMENT THAT ARE EXPOSED TO RAINFALL.
6. OUTFALL LOCATIONS AND THE AREAS IMMEDIATELY DOWNSTREAM.
7. STRUCTURAL CONTROLS, INCLUDING SEDIMENT PONDS, SEDIMENT TRAPS, AND DRAINAGE DIVERSIONS.
8. HAUL ROADS AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE, AND ADJACENT ROADWAYS FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING.
9. WATERWAY CROSSINGS AND AREAS ADJACENT TO WATERWAYS AND CRITICAL ENVIRONMENTAL FEATURES.
10. CONCRETE WASH OUT AREAS AND ALL AREAS REQUIRING CONTROL MEASURES FOR NONSTORM WATER DISCHARGES, INCLUDING DUST, SOLID WASTE, DE-WATERING, MATERIAL SPILLS, VEHICLE MAINTENANCE AND WASHING, AND WASH WATER DISCHARGES.
11. LOCATIONS OF ALL CONTROL MEASURES THAT REQUIRE MAINTENANCE, INCLUDING ANY CONTROL MEASURE IDENTIFIED IN THE PREVIOUS SWP3 INSPECTION REPORT WHICH REQUIRED MAINTENANCE OR REVISION BY THE OWNER OR PRIMARY OPERATOR.
12. LOCATIONS OF ANY DISCHARGE OF SEDIMENT OR OTHER POLLUTANTS FROM THE SITE AND ANY DISTURBANCE BEYOND THE APPROVED LIMITS OF CONSTRUCTION.
13. LOCATIONS OF CONTROL MEASURES THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION.
14. LOCATIONS WHERE AN ADDITIONAL ESC OR CONTROL MEASURE IS NEEDED.

THE SWP3 INSPECTION REPORT MUST INCLUDE:

A. FINDINGS AS TO WHETHER THE FOLLOWING STRUCTURAL AND NON-STRUCTURAL CONTROLS REQUIRED FOR THE SITE AREAS LISTED ABOVE ARE FUNCTIONING IN COMPLIANCE WITH THE APPROVED SWP3 AND ESC PLAN:
   1. EROSION SOURCE CONTROLS, INCLUDING THE APPROVED SEQUENCE OF CONSTRUCTION AND GRADING PLAN LIMITS, DRAINAGE DIVERSION MEASURES, TEMPORARY AND PERMANENT FILL DISPOSAL AND STOCKPILE MANAGEMENT MEASURES.
   2. SEDIMENT CONTROLS, INCLUDING PERIMETER AND INTERIOR CONTROLS, SEDIMENT TRAPS AND BASINS, AND THE SEQUENCE OF CONSTRUCTION REQUIREMENTS FOR THE SEDIMENT CONTROLS.
   2. PERMANENT EROSION AND SOIL STABILIZATION CONTROLS, BASED ON THE SEQUENCE OF CONSTRUCTION AND CRITICAL SITE IMPROVEMENTS, AND THE CESSATION OF CONSTRUCTION ACTIVITIES, INCLUDING TEMPORARY STABILIZATION MEASURES FOR AREAS INACTIVE FOR LONGER THAN 14 DAYS, AND PERMANENT STABILIZATION MEASURES FOR AREAS AT FINAL GRADE.
   3. OTHER APPLICABLE CONTROLS AND POLLUTION PREVENTION MEASURES.
B. RAINFALL DOCUMENTATION:
   1. FOR PROJECTS THAT COMPRISE TEN ACRES OR MORE, THE DOCUMENTATION MUST INCLUDE RAINFALL DATES AND AMOUNTS IN ACCORDANCE WITH SECTION 482.934(E); AND
   2. FOR PROJECTS THAT COMPRISE LESS THAN TEN ACRES, THE DOCUMENTATION MUST INCLUDE ACCURATE RAINFALL DATA FROM A LOCATION CLOSEST TO THE SITE.
C. CORRECTIVE ACTIONS REQUIRED FOR ANY NON-COMPLIANT ITEMS AND THE SCHEDULE FOR BRINGING THESE ITEMS INTO COMPLIANCE.

THE SWP3 INSPECTION REPORT CONTENTS MUST CONTAIN THE INSPECTION FINDINGS FOR THE REQUIRED AREAS AND CONTROL MEASURES LISTED HEREIN AND CERTIFY WHETHER THE SITE IS IN COMPLIANCE WITH THE APPROVED SWP3 AND ESC PLAN.

EITHER AT THE TIME OF EACH SWP3 INSPECTION, OR NO LATER THAN THE DATE OF THE INSPECTION, THE OWNER'S QUALIFIED INSPECTOR SHALL PREPARE AND SIGN A SWP3 INSPECTION REPORT.

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.

STANDARD CONSTRUCTION NOTES:

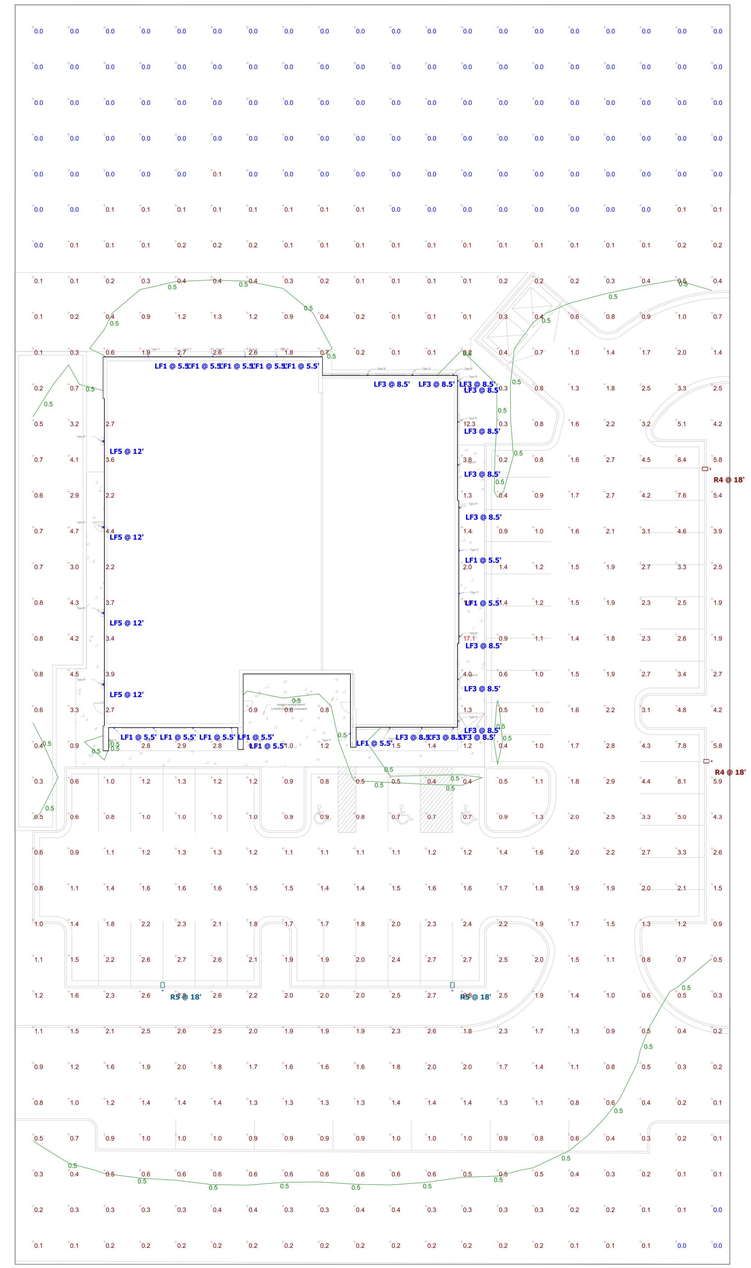
1. THE CITY STANDARD CONSTRUCTION SPECIFICATIONS CURRENT AT THE TIME OF BIDDING SHALL COVER MATERIALS AND METHODS TO DO THIS WORK.
2. CONTRACTOR MUST OBTAIN A STREET CUT PERMIT FROM AUSTIN TRANSPORTATION DEPARTMENT, RIGHT OF WAY MANAGEMENT DIVISION BEFORE BEGINNING CONSTRUCTION WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR ALLEY.
3. AT LEAST 48 HOURS BEFORE BEGINNING ANY WATER AND WASTEWATER CONSTRUCTION IN PUBLIC R.O.W. OR PUBLIC EASEMENT, THE CONTRACTOR SHALL NOTIFY AUSTIN TRANSPORTATION INSPECTION OR DEVELOPMENT SERVICES DEPARTMENT (DSD) INSPECTIONS AT THE NUMBER INDICATED ON THE PLANS BY THE AW PLAN REVIEWER.
4. THE CONTRACTOR SHALL CONTACT THE AUSTIN AREA "ONE CALL" SYSTEM AT 1-800-344-8377 FOR EXISTING UTILITY LOCATIONS PRIOR TO ANY EXCAVATION IN ADVANCE OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES TO BE EXPECTED, TIED TO , OR ALTERED, OR SUBJECT TO DAMAGE/INCONVENIENCE BY THE CONSTRUCTION OPERATIONS, THE CITY OF AUSTIN WATER AND WASTEWATER MAINTENANCE RESPONSIBILITY ENDS AT R.O.W./EASEMENT LINES.
5. NO OTHER UTILITY SERVICE/APPURTANANCE SHALL BE PLACED NEAR THE PROPERTY LINE, OR OTHER ASSIGNED LOCATION DESIGNATED FOR WATER AND WASTEWATER UTILITY SERVICE THAT WOULD INTERFERE WITH THE WATER AND WASTEWATER SERVICES.
6. THE CITY SPECIFICATION ITEM 509S WILL BE REQUIRED AS A MINIMUM TRENCH SAFETY MEASURE.
7. ALL MATERIALS TESTS ORDERED BY THE OWNER FOR QUALITY ASSURANCE PURPOSES, SHALL BE CONDUCTED BY AN INDEPENDENT LABRATORY AND FUNDED BY THE OWNER IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS ITEM 1804S.04.
8. PRESSURE TAPS SHALL BE ALLOWED ON A CASE BY CASE BASIS, AS DETERMINED BY THE DIRECTORS DESIGNEE. NORMALLY PRESSURE TAPS 4 INCHES AND LARGER SHALL BE ALLOWED IN THE FOLLOWING CASES: A) A TEST SHUT OUT TO PERFORM THE WORK IS NOT FEASIBLE. B) MORE THAN 30 COSTUMERS OR A SINGLE CRITICAL CUSTOMER (AS DEFINED BY AUSTIN WATER) WOULD BE IMPACTED BY THE SHUT OUT OR C) THE EXISTING WATERLINE WARRANTS IT.
9. THRUST RESTRAINT SHALL BE IN ACCORDANCE WITH CITY STANDARD ITEM 510.3(22) AND SPL WW 27-A AMD WW 27-F.
10. FIRE HYDRANTS SHALL BE SET IN ACCORDANCE WITH CITY STANDARD SPEC

Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Light Loss Factor	Wattage
	LF1	13	OCL	EL1 O10A 36 GW XXX LED1 30K UNV DM1 XX	36" WALL SCONCE	LED	0.95	25
	LF3	13	KUZCO 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

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SITE	+	1.2 fc	17.1 fc	0.0 fc	N/A	N/A



Plan View
Scale - 1" = 20ft

SPECTRUM LIGHTING
AUSTIN

SHELL BUILDING

Designer
DOUGLAS BRAUN
Date
10/11/2022
Scale
Not to Scale
Drawing No.

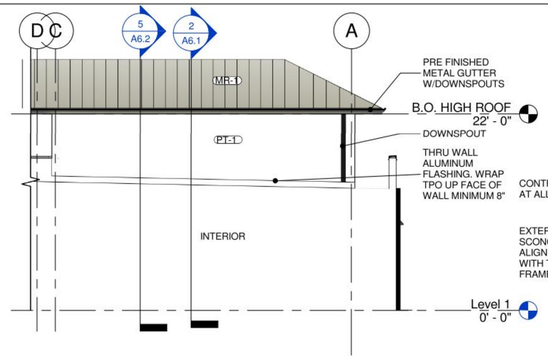
Summary
S1

TOTAL FINISH PERCENTAGES

NORTH EXTERIOR FINISHES		
MATERIAL	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

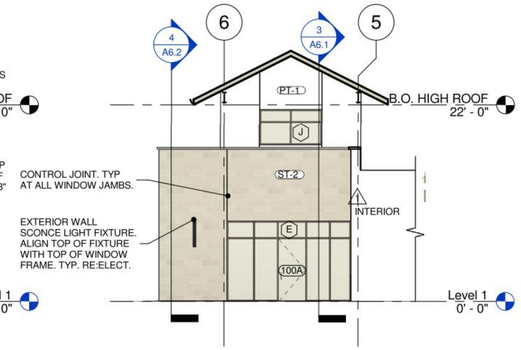
SYMBOL	MATERIAL	MANUFACTURER	MODEL	COLOR	REFER
ST-1	MASONRY (STONE)	CONTINENTAL CUT STONE	ROUGH 4" 6" 8"	AUSTIN BROWN	SPECS
ST-2	MASONRY (STONE)	CONTINENTAL CUT STONE	SMOOTH	TEXAS "CORDOVA" CREAM	SPECS
PT-1	STUCCO	-	-	SW 7541 GRECIAN IVORY	SPECS
MT-1	METAL PANEL (WOOD LOOK)	-	-	WOOD LOOK	SPECS
MR-1	STANDING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



7 EXTERIOR ELEVATION - NORTH

1/8" = 1'-0"

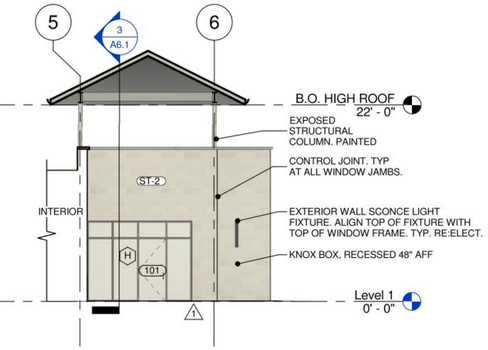
NORTH EXTERIOR FINISHES		
MATERIAL	AREA	PERCENTAGE
STUCCO	276	100%
TOTAL	276	100%



6 EXTERIOR ELEVATION - WEST ENTRY

1/8" = 1'-0"

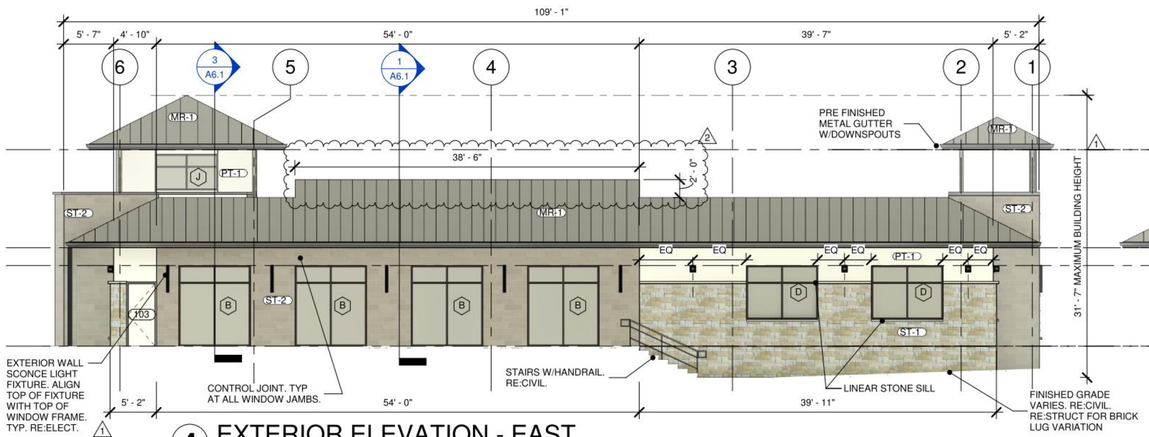
WEST ENTRY EXTERIOR FINISHES		
MATERIAL	AREA	PERCENTAGE
MASONRY (STONE)	251	50%
STUCCO	100	20%
GLAZING	152	30%
TOTAL	503	100%



5 EXTERIOR ELEVATION - EAST ENTRY

1/8" = 1'-0"

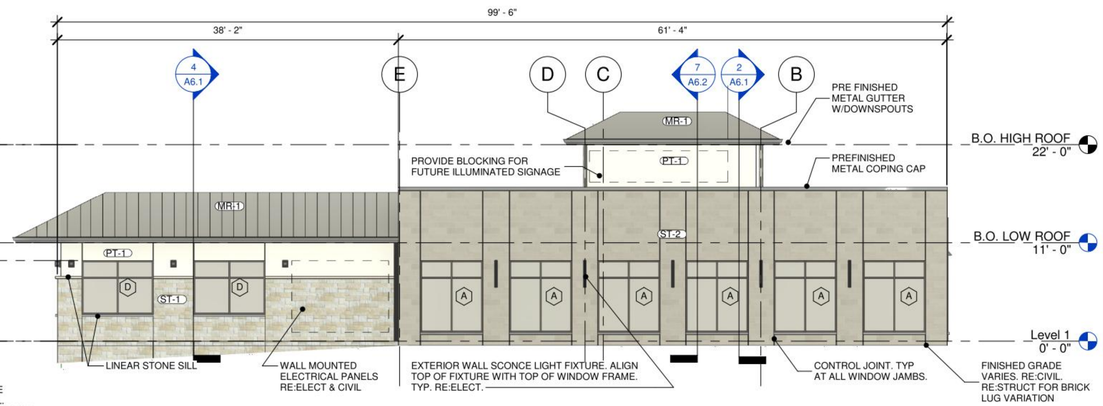
EAST ENTRY EXTERIOR FINISHES		
MATERIAL	AREA	PERCENTAGE
MASONRY (STONE)	247	70%
GLAZING	106	30%
TOTAL	353	100%



4 EXTERIOR ELEVATION - EAST

1/8" = 1'-0"

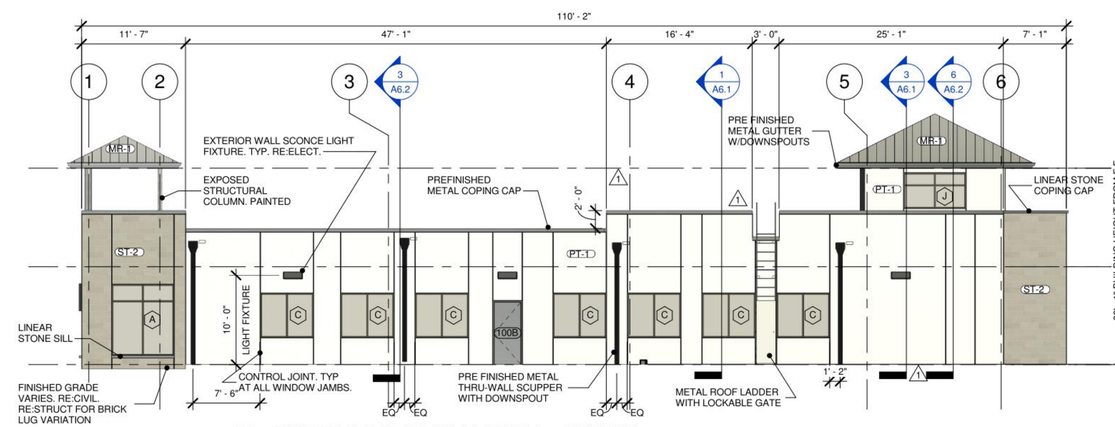
EAST EXTERIOR FINISHES		
MATERIAL	AREA	PERCENTAGE
MASONRY (STONE)	761	59%
STUCCO	140	11%
GLAZING	383	30%
TOTAL	1,284	100%



3 EXTERIOR ELEVATION - NORTH - FACES HWY 71

1/8" = 1'-0"

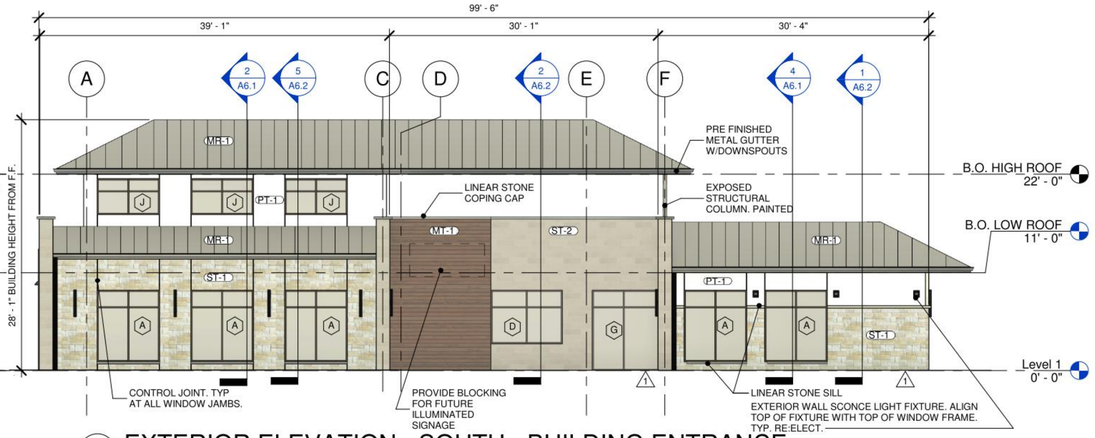
NORTH EXTERIOR FINISHES		
MATERIAL	AREA	PERCENTAGE
MASONRY (STONE)	990	64%
STUCCO	115	8%
GLAZING	431	28%
TOTAL	1536	100%



2 EXTERIOR ELEVATION - WEST

1/8" = 1'-0"

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



1 EXTERIOR ELEVATION - SOUTH - BUILDING ENTRANCE

1/8" = 1'-0"

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

FAMILY DENTAL CENTER

15955 STATE HWY 71 BEE CAVE, TX 78738

Date

10.14.2022

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

Polkinghorn Group Architects, Inc.
248 ADDIE ROY RD., SUITE B-301 AUSTIN TX 78746
VOICE (512) 327-1462 FAX (512) 327-4462 E-MAIL pga@pgarchitects.com

Project No.

2240

Sheet No.

A5.1

Sheet Title

EXTERIOR ELEVATIONS

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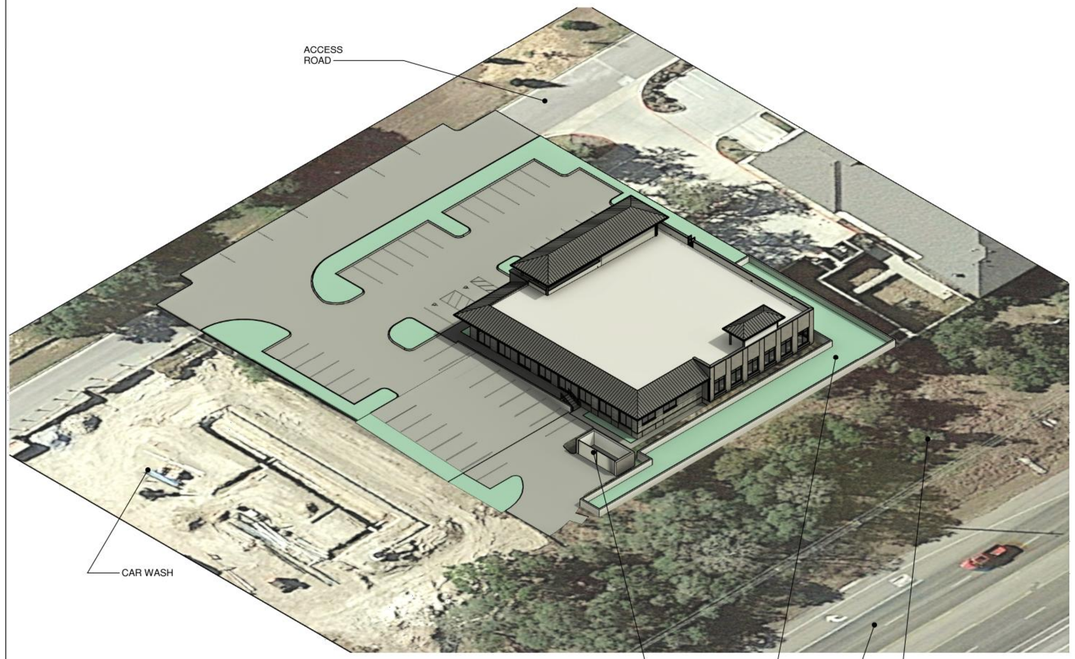
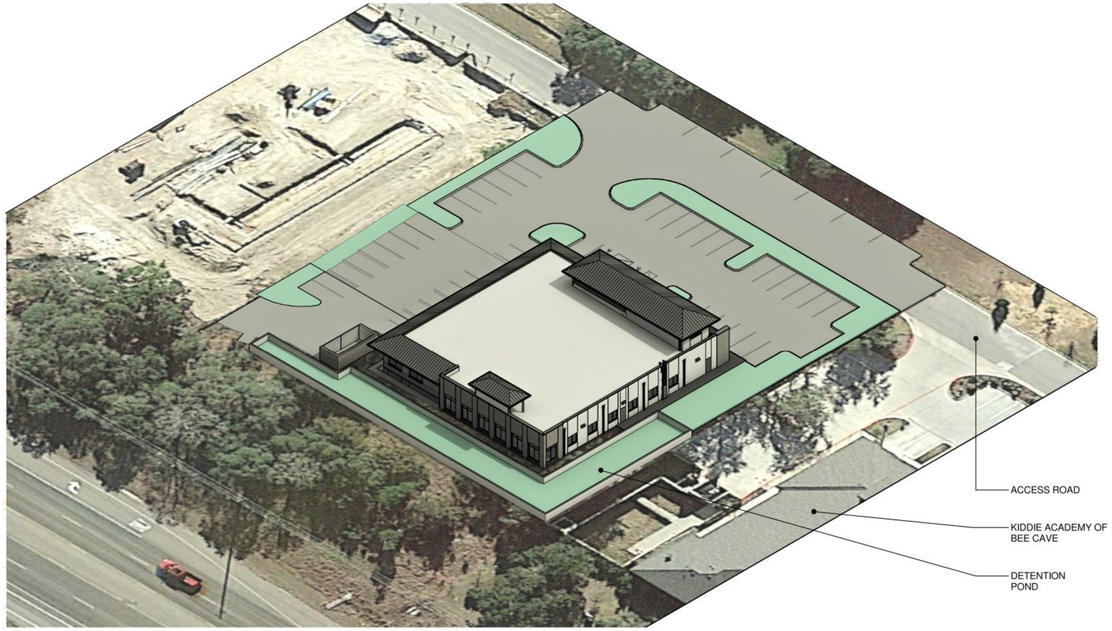
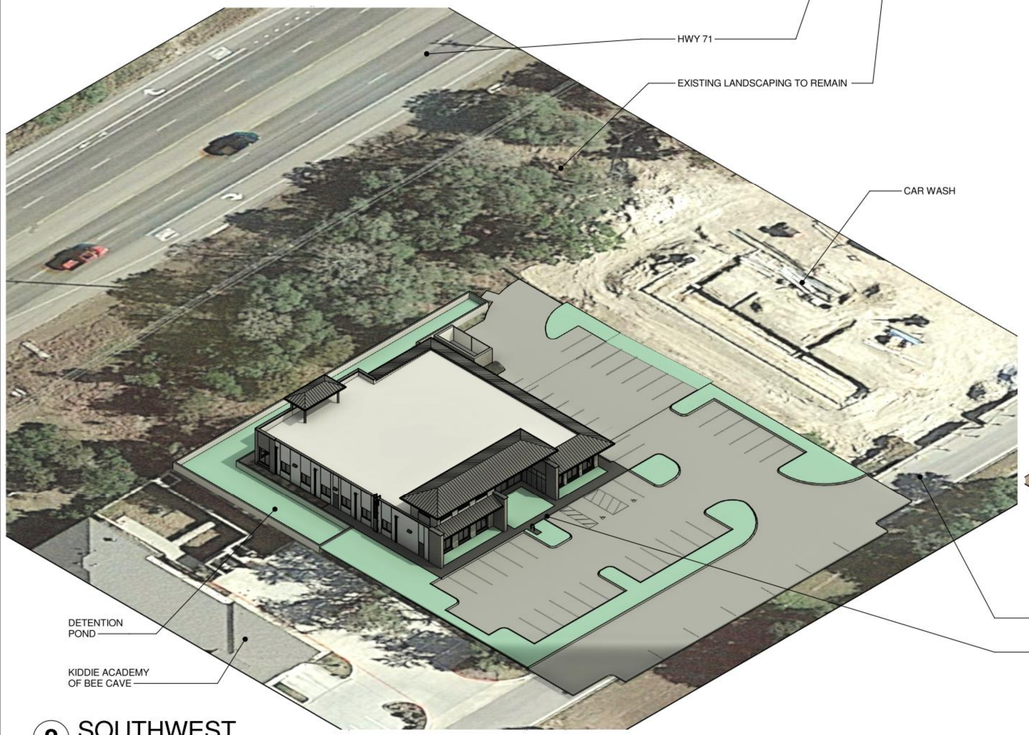


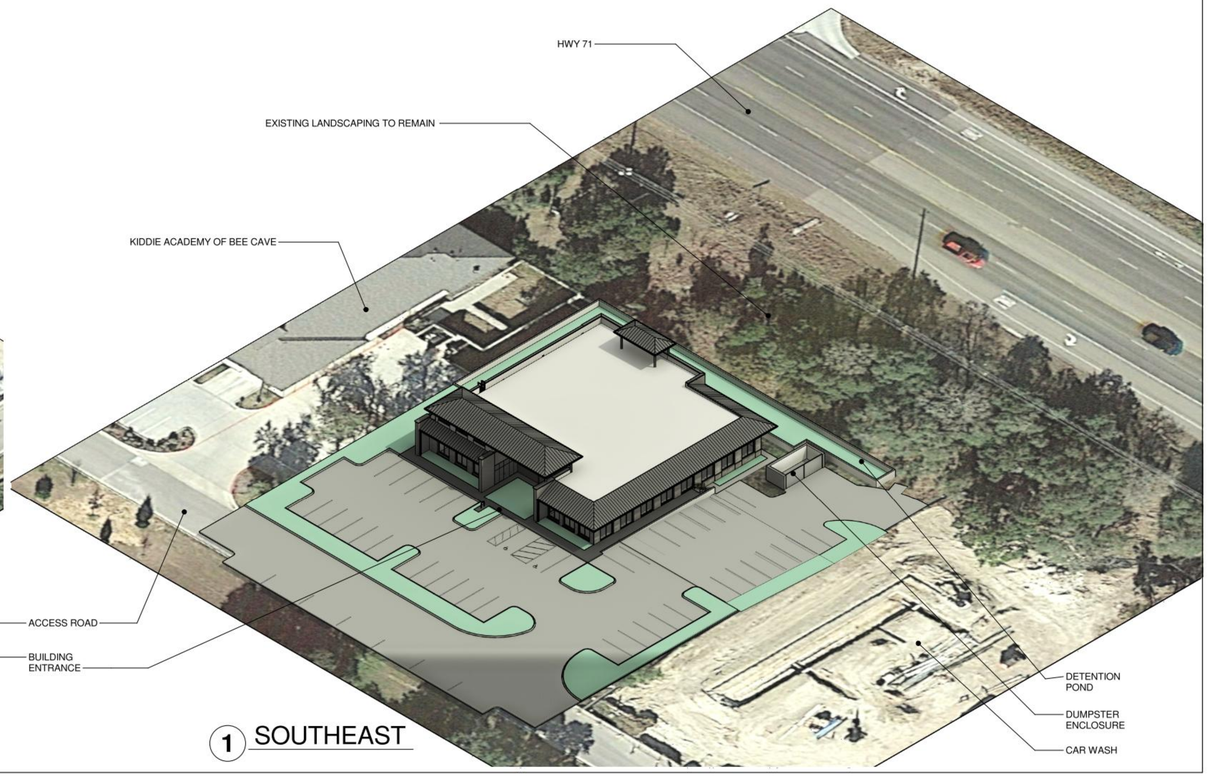
4 NORTHEAST



3 NORTHWEST



2 SOUTHWEST



1 SOUTHEAST

P:\2022 jobs\2240\Drawings\Revit\2240 Shell Building - Tomasik Dental_detached 04.17.rvt

FAMILY DENTAL CENTER

15955 STATE HWY 71 BEE CAVE, TX 78738

Date
10.14.2022

Polkinghorn Group Architects, Inc.
248 ADDIE ROY RD. SUITE B-301 AUSTIN TX 78746
VOICE (512)327-4404 FAX (512)327-4462 E-MAIL pga@pgarchitects.com

Project No.
2240

Sheet No.
EXT.01

Sheet Title
3D View

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTYOF TRAVIS §

This Amended and Restated Development Agreement ("Agreement") is between the CITY OF BEE CAVE, TEXAS a general law municipality located in Travis County, Texas ("City"), and Masonwood 71, Ltd., a Texas limited partnership ("Masonwood 71"), G2E 71, Ltd., a Texas limited partnership ("G2E"), and MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company ("Meritage"), collectively, such parties shall be referred to herein as "MASONWOOD". City and MASONWOOD are referred to individually as a "Party" or collectively as "Parties".

INTRODUCTION

The City and Masonwood 71 executed a Development Agreement (the "Original Development Agreement") on or around October 18, 2011, concerning approximately 147.59 acres of land (the "148 Acre Tract") located within the extraterritorial jurisdiction ("ETJ") of the City. Meritage subsequently purchased the Meritage Tract (as defined in Section 4.01 below) and G2E, subsequently purchased the adjoining 47.33 acre tract of land (such tract being one of the tracts described in Exhibit "A") (the "47 Acre Tract") to develop in conjunction with the original 147.59 acres. The Parties hereby enter this Agreement to amend and restate the Original Development Agreement to accomplish the following: a) to include the 47 Acre Tract; b) to amend the uses allowed in the Original Development Agreement from multifamily use to single family use for the portion of the 148 Acre Tract originally designated as multifamily; c) to provide for single-family and neighborhood services uses on the 47 Acre Tract; d) to amend the Concept Plan approved in the Original Development Agreement in accordance with the terms contained herein and to include the 47 Acre Tract; and e) to provide for the City's consent to inclusion of the 47 Acre Tract into the boundaries of the MUD (as defined in Section 4.01 below) as previously approved in the Agreement for the 148 Acre Tract. The provisions of this Amendment shall be effective as of the Effective Date of this Agreement. The provisions of this Agreement that were a part of the Original Development Agreement shall remain effective as of the Effective Date of the Original Development Agreement.

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

ATTEST:

_____
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: _____
Name: _____
Title: Mng Prnt.
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: Tony Wy
Name: TONY WYMAN
Title: Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 20th day of December, 2011, by Caroline Murphy, Mayor of the City of Bee Cave, Texas, a general law municipality.

KAYLYNN HOLLOWAY
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-15-2015

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.

PATRICK E HUDSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 03/24/2015

Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 18th 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.

PATRICK E HUDSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 03/24/2015

Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

Meggie Weirich
Commission Expires
06-20-2016

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.

5-31-2011

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

STATE OF TEXAS
REGISTERED
JOHN KENNETH WEIGAND
5741
PROFESSIONAL
LAND SURVEYOR

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.

5-31-2011

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

STATE OF TEXAS
REGISTERED
JOHN KENNETH WEIGAND
5741
PROFESSIONAL
LAND SURVEYOR

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 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;

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

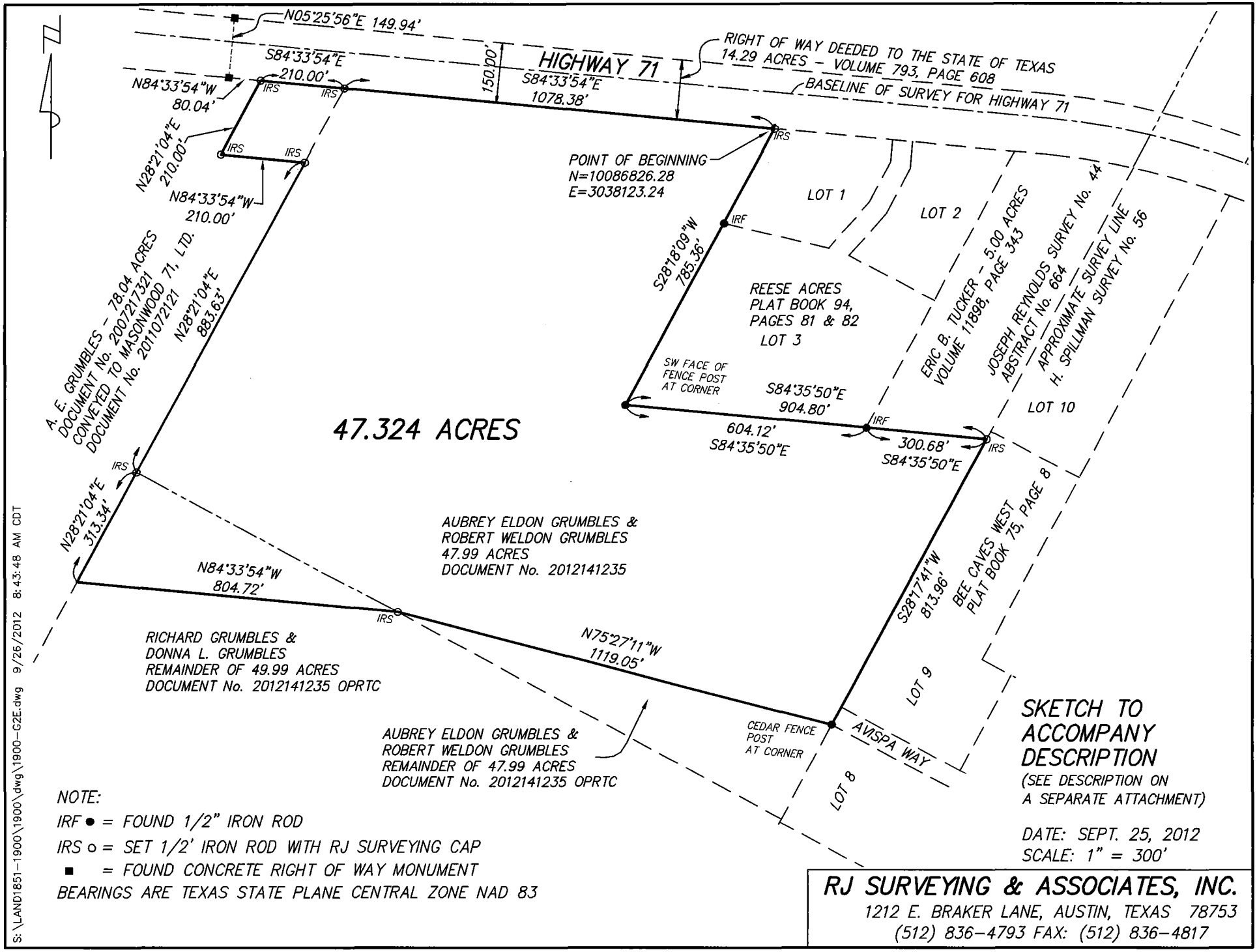
1. N.28°21'04"E. a distance of 883.63 feet to a 1/2" iron rod set;
2. N.84°33'54"W. a distance of 210.00 feet to a 1/2" iron rod set;
3. N.28°21'04"E. a distance of 210.00 feet to a 1/2" iron rod set in the South Line of Highway 71 at the Northwest Corner of the 47.99 Acre Tract and the Northeast Corner 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.



NOTE:

IRF ● = FOUND 1/2" IRON ROD

IRS ○ = SET 1/2' IRON ROD WITH RJ SURVEYING CAP

■ = FOUND CONCRETE RIGHT OF WAY MONUMENT

BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

SKETCH TO ACCOMPANY DESCRIPTION

(SEE DESCRIPTION ON A SEPARATE ATTACHMENT)

DATE: SEPT. 25, 2012

SCALE: 1" = 300'

RJ SURVEYING & ASSOCIATES, INC.

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753

(512) 836-4793 FAX: (512) 836-4817

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

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.

Oct. 7, 2011

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

STATE OF TEXAS
REGISTERED
JOHN KENNETH WEIGAND
5741
PROFESSIONAL
LAND SURVEYOR

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

Exhibit A–2

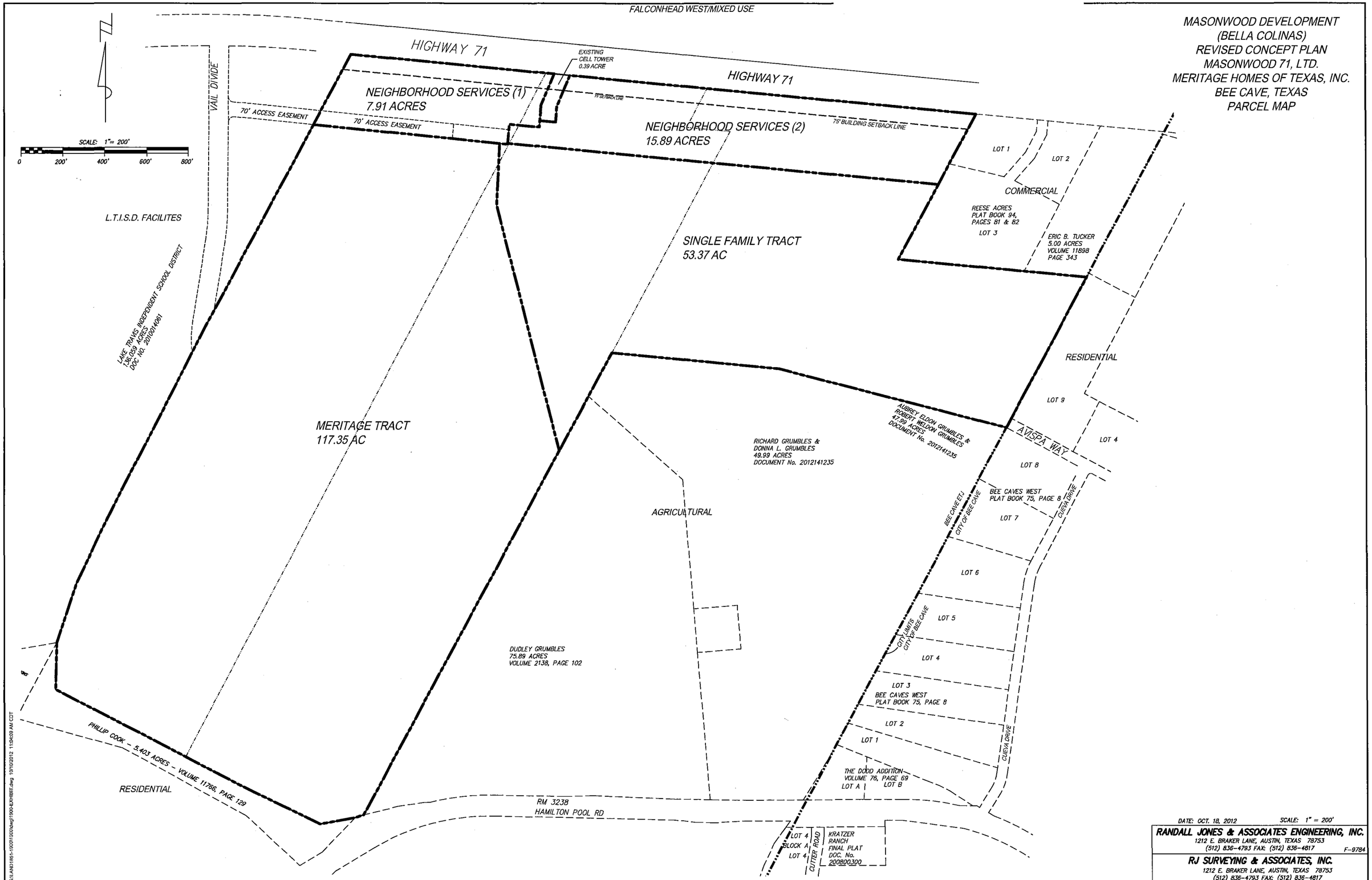

MASONWOOD DEVELOPMENT
(BELLA COLINAS)
REVISED CONCEPT PLAN
MASONWOOD 71, LTD.
MERITAGE HOMES OF TEXAS, INC.
BEE CAVE, TEXAS
PARCEL MAP
FALCONHEAD WEST/MIXED USE
HIGHWAY 71
HIGHWAY 71
EXISTING CELL TOWER 0.39 ACRE
NEIGHBORHOOD SERVICES (1) 7.91 ACRES
NEIGHBORHOOD SERVICES (2) 15.89 ACRES
70' ACCESS EASEMENT
70' ACCESS EASEMENT
75' BUILDING SETBACK LINE
VAIL DIVIDE
SCALE: 1"= 200'
0 200' 400' 600' 800'
L.T.I.S.D. FACILITES
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT 136.059 ACRES DOC NO. 2010014061
SINGLE FAMILY TRACT 53.37 AC
MERITAGE TRACT 117.35 AC
AGRICULTURAL
DUDLEY GRUMBLES 75.89 ACRES VOLUME 2138, PAGE 102
RICHARD GRUMBLES & DONNA L. GRUMBLES 49.99 ACRES DOCUMENT No. 2012141235
AUBREY ELDON GRUMBLES & ROBERT WELDON GRUMBLES 47.99 ACRES DOCUMENT No. 2012141235
LOT 1
LOT 2
COMMERCIAL
REESE ACRES PLAT BOOK 94, PAGES 81 & 82
LOT 3
ERIC B. TUCKER 5.00 ACRES VOLUME 11898 PAGE 343
RESIDENTIAL
LOT 9
LOT 4
AVISPA WAY
LOT 8
BEE CAVES WEST PLAT BOOK 75, PAGE 8
CUEVA DRIVE
LOT 7
BEE CAVE ETJ
CITY OF BEE CAVE
LOT 6
LOT 5
CITY LIMITS CITY OF BEE CAVE
LOT 4
LOT 3
BEE CAVES WEST PLAT BOOK 75, PAGE 8
LOT 2
LOT 1
CUEVA DRIVE
THE DODD ADDITION VOLUME 76, PAGE 69
LOT A
LOT B
PHILLIP COOK – 5.403 ACRES – VOLUME 11766, PAGE 129
RESIDENTIAL
RM 3238
HAMILTON POOL RD
LOT 4
BLOCK A
LOT 4
CUTTER ROAD
KRATZER RANCH FINAL PLAT DOC. No. 200800300
DATE: OCT. 18, 2012
SCALE: 1" = 200'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817
F-9784
RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

EXHIBIT B

CONCEPT PLAN

SCALE: 1"= 200'

0' 400' 600' 800'

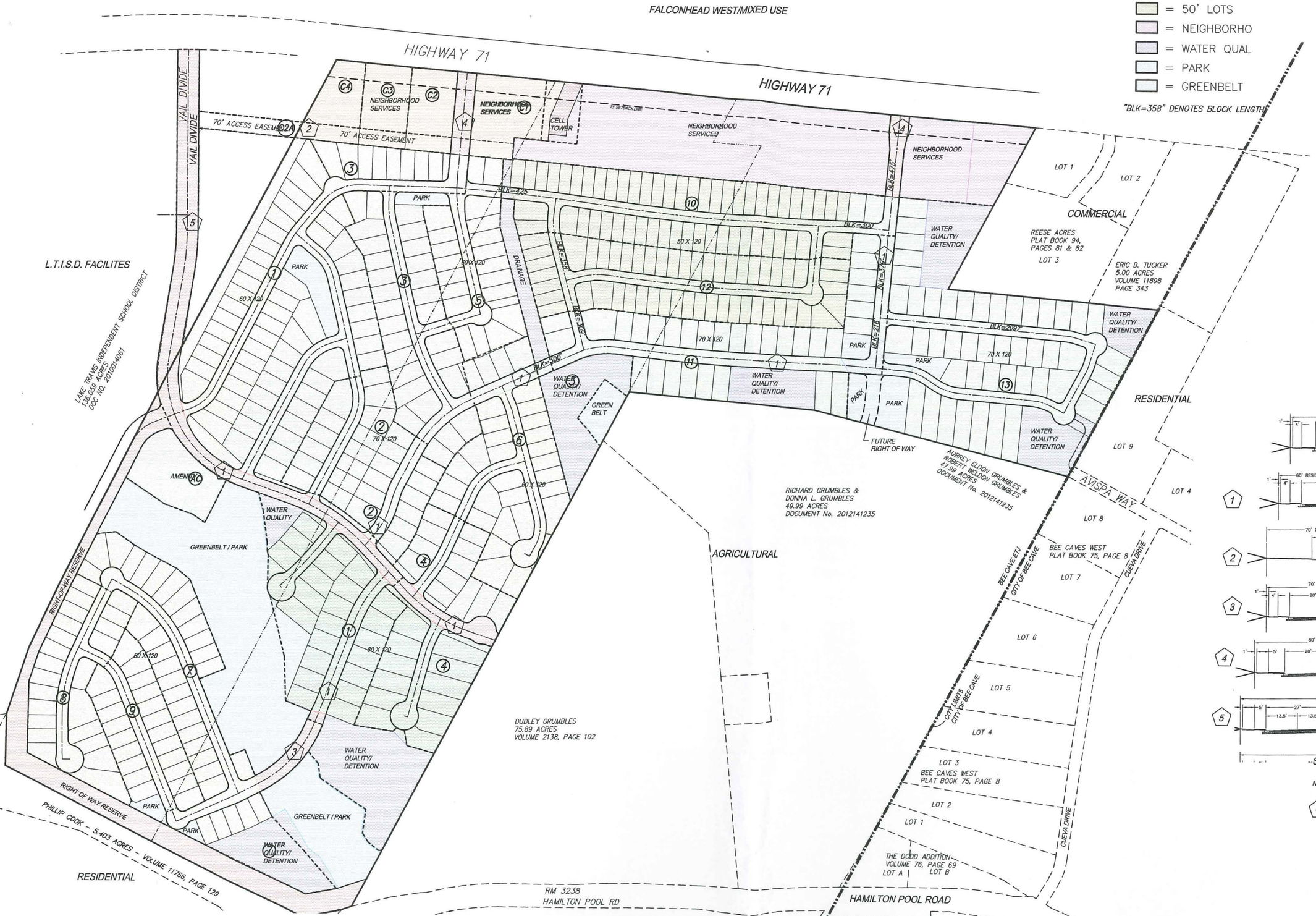
Exhibit B

LEGEND:

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

"BLK=358" DENOTES BLOCK LENGTH

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	Approved Units/ LF Street	Approved Land Area (ac)	Approved IC (ac)	Proposed Units/ LF Street	Proposed Land Area (ac)	Proposed IC (ac)
Single Family						
Lots	304	119	17.5	504	170.72	28.93
Streets, Collector	*2,101*		*3.0*	*6,787*		*7.03*
Streets, Local	*17,493*		*11.3*	*17,657*		*13.32*
Streets, Total	19,594		14.3	24,444		20.35
Amenity Center			1.0			1.00
Total Single Family			32.8			50.28
Multifamily	300	21.8	9.8	0	0.00	0.00
Neighborhood Services		7.6	6.1		23.80	19.04
Existing Cel Tower		*	*		0.39	0.13
Project Total	604	147.59	48.7	504	194.92	69.45

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

Proposed IC Breakdown by Type

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

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

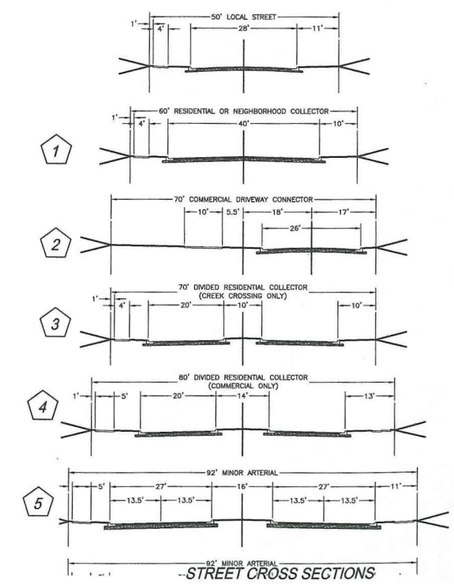
Single Family Lot Mix

Size	Approved	Proposed
80'x120'	34	34
70'x120'	53	135
60'x120'	217	217
50'x120'	0	118
Total	304	504

Parkland Requirements

	Approved (ac)	Proposed (ac)
Units	604	504
Required	9.06	7.56
Provided	15.13	17.04

Parkland required at 1.5 ac/100 units



STREET CROSS SECTIONS

NOTE:

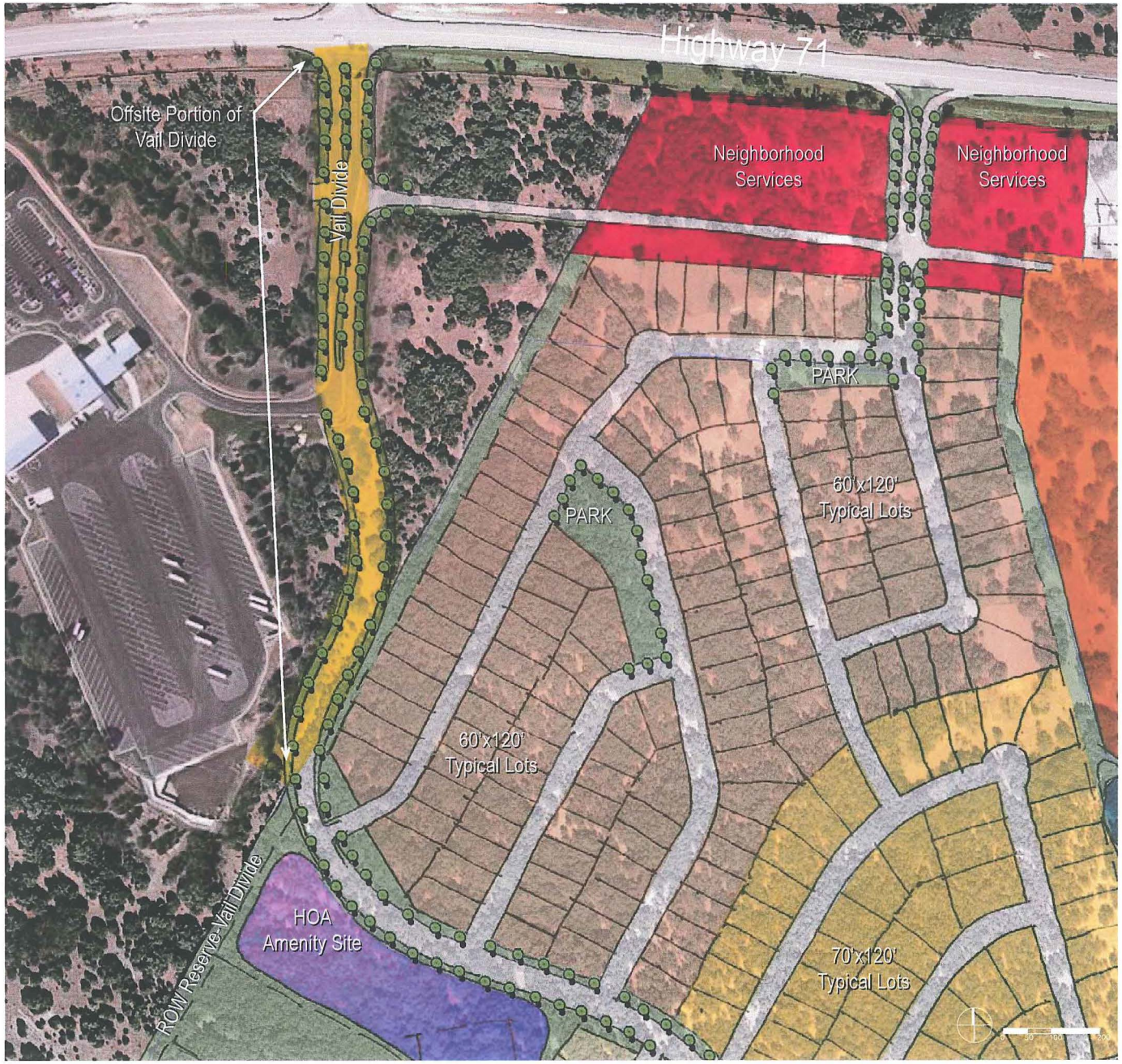
UNLABELED STREETS ARE 50' RIGHT OF WAY

(3) = 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'



Bury+Partners

MASONWOOD DEVELOPMENT - BEE CAVE TRACT

THIS INFORMATION IS BASED ON THE BEST AVAILABLE INFORMATION AND IS SUBJECT TO CHANGE WITHOUT NOTICE

Sheet 2

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 forgoing, 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 eves 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

Exhibit D–2

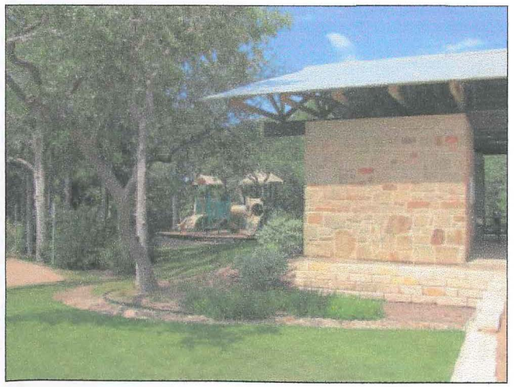
MASONWOOD DEVELOPMENT
(BELLA COLINAS)
MASONWOOD 71, LTD.
MERITAGE HOMES OF TEXAS, INC.
BEE CAVE, TEXAS
CHARACTER STUDY

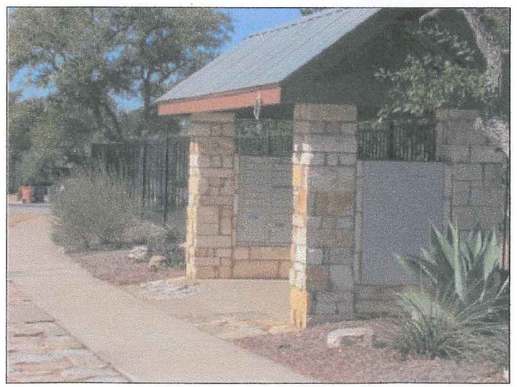
60' LOT

60' LOT

70' LOT

70' LOT





CHARACTER STUDY PROVIDED BY BURY & PARTNERS

80' LOT

80' LOT

SHEET INDEX

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

DATE: AUG. 16, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

Conceptual Landscaping and Street Scene

Conceptual Home Elevations

7320

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 "HMIs") 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.

Exhibit F

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 18th 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 13th day of November, 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 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;

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

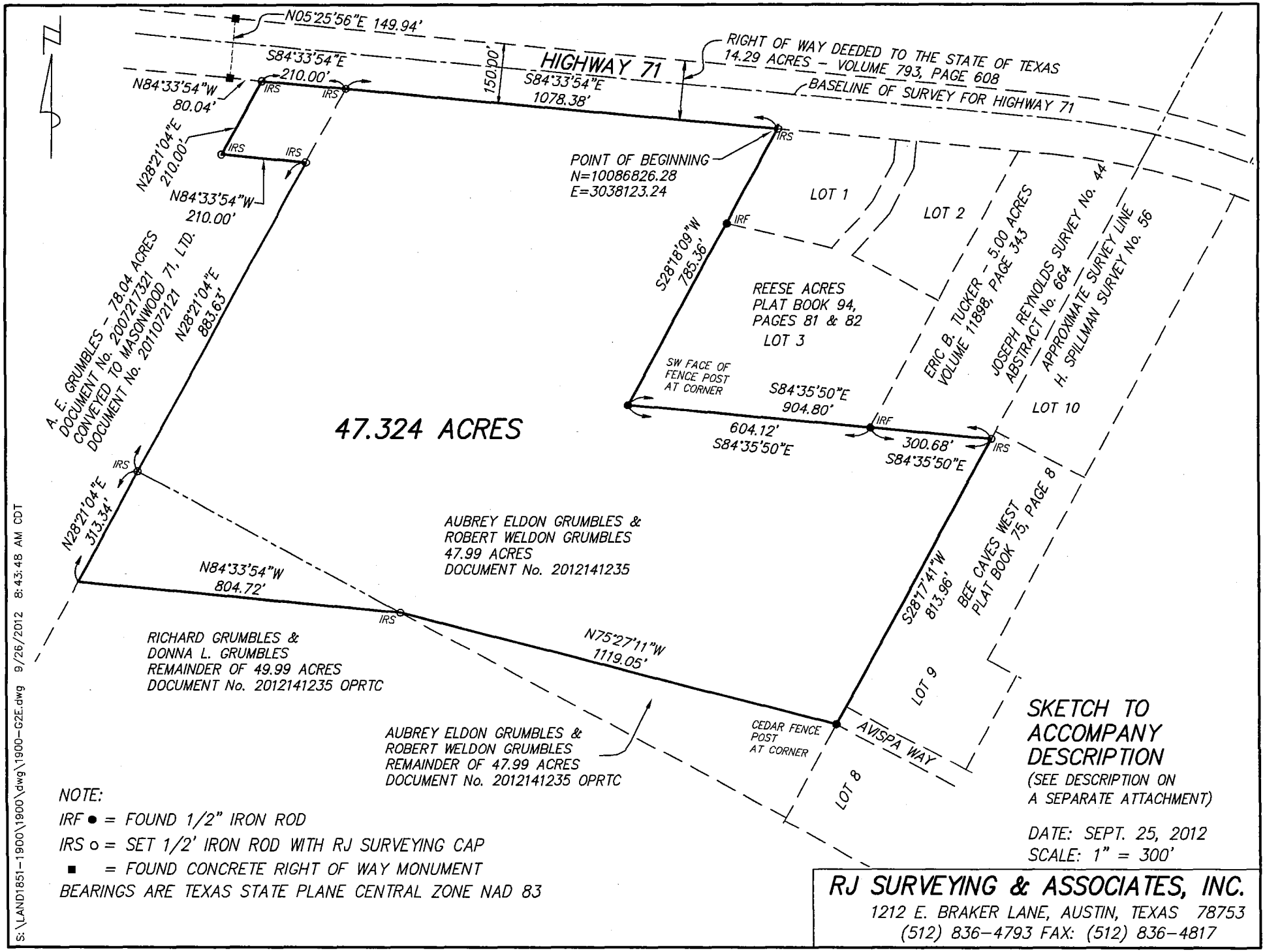
1. N.28°21'04"E. a distance of 883.63 feet to a 1/2" iron rod set;
2. N.84°33'54"W. a distance of 210.00 feet to a 1/2" iron rod set;
3. N.28°21'04"E. a distance of 210.00 feet to a 1/2" iron rod set in the South Line of Highway 71 at the Northwest Corner of the 47.99 Acre Tract and the Northeast Corner 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.



NOTE:

IRF ● = FOUND 1/2" IRON ROD

IRS o = SET 1/2' IRON ROD WITH RJ SURVEYING CAP

■ = FOUND CONCRETE RIGHT OF WAY MONUMENT

BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

SKETCH TO ACCOMPANY DESCRIPTION

(SEE DESCRIPTION ON A SEPARATE ATTACHMENT)

DATE: SEPT. 25, 2012

SCALE: 1" = 300'

RJ SURVEYING & ASSOCIATES, INC.

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753

(512) 836-4793 FAX: (512) 836-4817

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

Exhibit B

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 18th day of December 2012.

LANDOWNER:

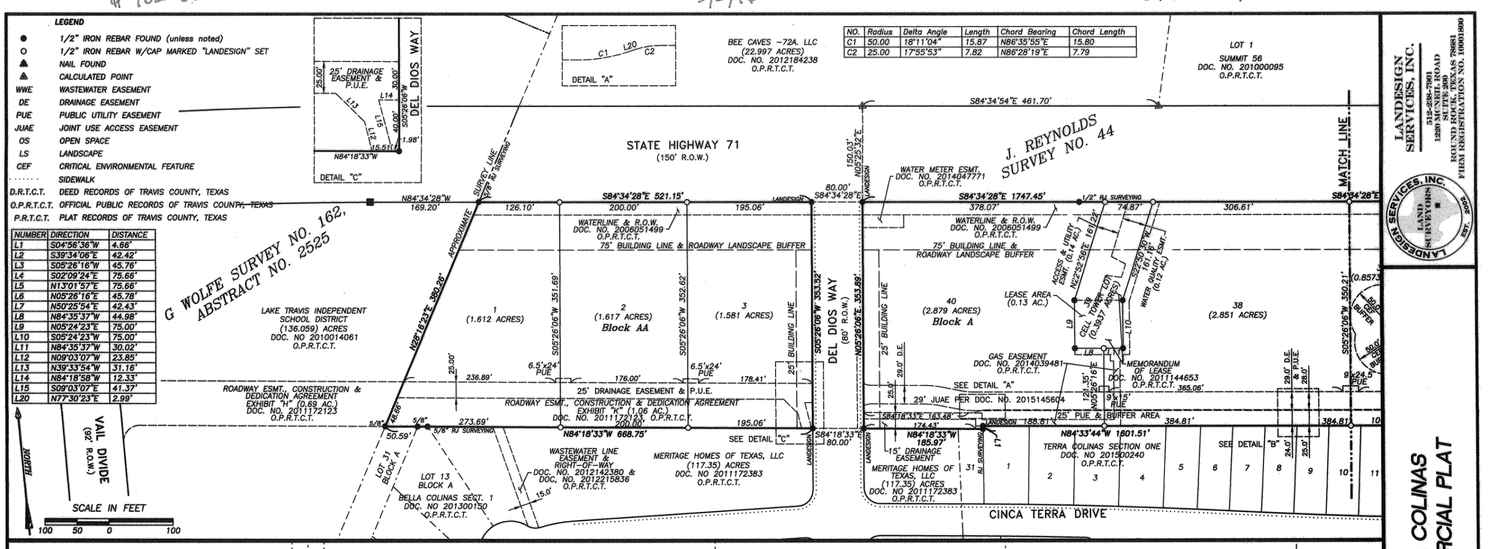
G2E-71, Ltd.,
a Texas limited partnership

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

By: _____
James W. Meredith, Manager

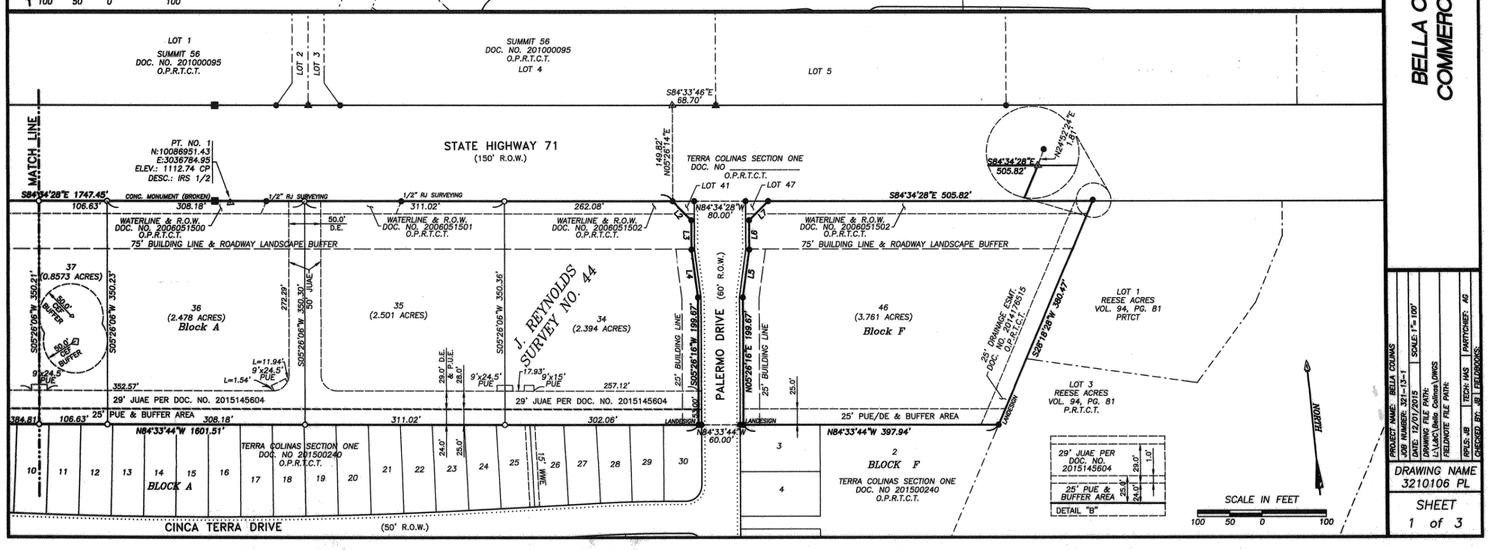
Date\Time : Fri, 30 Jun 2023 - 12:34pm User Name : jmadding
Path\Name : G:\A629-1001 Bella Colinas Commercial\ACAD_Sheet Files\A629-1001 PL 1.dwg

$102.00 3/2/16 201600051



NUMBER	DIRECTION	DISTANCE
L1	S04°56'36"W	4.66'
L2	S39°34'06"W	42.02'
L3	S05°26'16"W	45.78'
L4	S02°09'24"E	75.66'
L5	N17°01'57"E	75.66'
L6	N05°26'16"E	45.78'
L7	N50°25'54"E	42.43'
L8	N84°35'37"W	44.98'
L9	N05°24'23"E	75.00'
L10	S05°24'23"W	75.00'
L11	N84°35'37"W	30.02'
L12	N09°03'07"W	23.85'
L13	N39°33'54"W	31.16'
L14	N84°18'58"W	12.33'
L15	S09°03'07"E	41.37'
L20	N77°30'23"E	2.99'

NO.	Radius	Delta Angle	Length	Chord Bearing	Chord Length
C1	50.00	18°11'04"	15.87	N86°35'55"E	15.80
C2	25.00	17°55'53"	7.82	N86°28'19"E	7.79



LANDESIGN SERVICES, INC. 512-836-7003 12200 MESA DRIVE SUITE 203 AUSTIN, TEXAS 78732 ROUND ROCK, TEXAS 78681 FIRM REGISTRATION NO. 10001800

BELLA COLINAS COMMERCIAL PLAT

PROJECT NAME: BELLA COLINAS
JOB NUMBER: 321-15-1 SCALE: 1"=100'
DATE: 12/21/2015
DRAWING FILE PATH: L:\LAEx\Bella Colinas\JPRCS
FIELDNOTE FILE PATH:
PKG JB TECH: HAS PARTICHIEF: AG
CHECKED BY: JB / FIELDBOOKS:

DRAWING NAME 3210106 PL

SHEET 1 of 3

PLAT NOT TO SCALE

201600051

NOTES:

1. THE SURFACE OF ALL DRAINAGE EASEMENTS/STORMSEWER EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED TO THE LANDSCAPING STANDARDS REQUIRED BY ORDINANCE AND THE PROPERTY OWNERS' ASSOCIATION BY THE PROPERTY OWNER OR HIS/HER ASSIGNS. MAINTENANCE OF STRUCTURES WITHIN THE EASEMENTS SHALL BE AS SPECIFIED IN THE DRAINAGE EASEMENT DOCUMENTS.

2. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS/STORM SEWER EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND THE CITY OF BEE CAVE FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.

3. THIS PROPERTY HAS ACCESS TO AND FROM A DEDICATED PUBLIC ROADWAY VIA THE JOINT USE ACCESS EASEMENT SHOWN ON THE FACE OF THE PLAT.

4. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

5. NO OBJECTS INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPE SHALL BE ALLOWED IN DRAINAGE EASEMENT/STORM SEWER EASEMENTS, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF BEE CAVE.

6. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC WATER AND WASTEWATER SYSTEM.

7. ALL REQUIRED LANDSCAPE AREAS ON INDIVIDUAL LOTS SHALL BE MAINTAINED BY THE LOT OWNER.

8. DEVELOPMENT OF EACH LOT IS NOT AUTHORIZED UNTIL SUCH TIME AS SUCH LOT RECEIVES APPROVAL OF A SITE/NPS PLAN IN ACCORDANCE WITH THE CITY OF BEE CAVE CODE OF ORDINANCES.

9. 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 THE LAND DEVELOPMENT CODE AND THE CITY OF BEE CAVE OAK WILT REGULATIONS.

10. THE OWNERS OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH AN EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, NECESSARY FOR THE INSTALLATION AND ONGOING MAINTENANCE OF FACILITIES FOR IMPROVEMENTS TO THIS SUBDIVISION AND FOR NO OTHER PURPOSE. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRICAL SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE LAND DEVELOPMENT CODE.

11. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE TEMPORARY EROSION CONTROL, RE-VEGETATION AND TREE PROTECTION. AUSTIN ENERGY WORK ON THE PROPERTY SHALL BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROPERTY.

12. THE OWNER OF THE PROPERTY OR HIS/HER ASSIGNS IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A) REGULATIONS, AUSTIN ENERGY RULES AND REGULATIONS AND STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICES UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.

13. WATER AND WASTEWATER WILL BE PROVIDED BY THE TRAVIS COUNTY M. U. D. NO. 18.

14. ELECTRIC SERVICES WILL BE PROVIDED BY AUSTIN ENERGY.

15. TELEPHONE SERVICE WILL BE PROVIDED BY AT&T.

16. THE WATER SYSTEM FOR THIS SUBDIVISION WILL / SHALL BE DESIGNED TO SUPPLY THE FIRE FLOWS AS REQUIRED BY ORDINANCE 2010-1, ENACTED BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6. PLANS SHALL BE REVIEWED AND APPROVED BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6 PRIOR TO CONSTRUCTION OF SUBDIVISION IMPROVEMENTS AND SITE DEVELOPMENT ON ALL LOTS, EXCEPTING SINGLE FAMILY.

17. IN APPROVING THIS PLAT, THE CITY OF BEE CAVE, TEXAS ASSUMES NO OBLIGATION TO BUILD STREETS OR ROADS SHOWN ON THIS PLAT OR BUILD ANY BRIDGES, CULVERTS OR DRAINAGE STRUCTURES IN CONNECTION THEREWITH, OR PROVIDE ANY TRAFFIC CONTROL DEVICES OR SIGNS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS OR ROADS SHOWN ON THIS PLAT, AND ALL BRIDGES, CULVERTS, DRAINAGE STRUCTURES CONSTRUCTED OR IN PLACE IN SUCH STREETS OR ROADS OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF BEE CAVE, TEXAS.

18. SELLING A PORTION OF THIS LAND BY METES AND BOUNDS IS A VIOLATION OF THE CITY OF BEE CAVE ORDINANCES AND STATE LAW, AND IS SUBJECT TO FINES AND THE WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

19. AN INTEGRATED PEST MANAGEMENT PLAN SHALL BE PROVIDED AT SITE AND NPS PLAN TO THE CITY OF BEE CAVE.

20. WATER, WASTEWATER AND PUBLIC DRAINAGE INFRASTRUCTURE WILL BE MAINTAINED BY THE TRAVIS COUNTY MUD 18 IN ACCORDANCE WITH THE RESTATED DEVELOPMENT AGREEMENT WITH THE CITY OF BEE CAVE REFERENCED IN CITY OF BEE CAVE RESOLUTION NO. 2012-07 CONSENTING TO THE ANNEXATION OF THE LAND INTO TRAVIS COUNTY MUD 18. PUBLIC DRAINAGE INFRASTRUCTURE IS ALL DRAINAGE ELEMENTS LOCATED WITHIN THE ROADWAY EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2011172123 AND WITHIN THE JUAE RECORDED IN DOCUMENT NO. 2015145604 BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

21. THE OWNER / SUB DIVIDER, AS LISTED ON THIS PLAT, SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT, WHETHER INSTALLED BY THE OWNER / DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER / SUB DIVIDER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING ADA REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT. SIDEWALKS SHALL BE CONSTRUCTED WITHIN THE RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

22. THIS PROPERTY IS SUBJECT TO THE PROVISIONS IN THE MASONWOOD AMENDED AND RESTATED DEVELOPMENT AGREEMENT ADOPTED BY THE BEE CAVE CITY COUNCIL ON NOVEMBER 13, 2012.

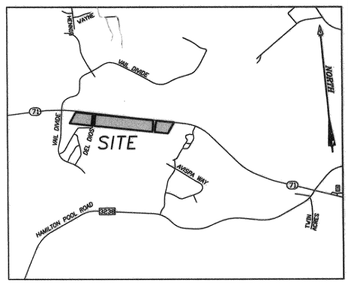
23. THE PROPERTY IS SUBJECT TO A WATER QUALITY MAINTENANCE PLAN, RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS IN DOCUMENT NO. 2015139113 OF THE OPRTC. SAID CONTROLS WILL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS. ACCESS SHALL BE GRANTED TO THE CITY OF BEE CAVE FOR INSPECTION OF THE CONTROLS.

24. DRAINAGE PLANS SHALL BE SUBMITTED TO TRAVIS COUNTY AND THE CITY OF BEE CAVE FOR REVIEW PRIOR TO SITE DEVELOPMENT. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS

25. THIS SUBDIVISION IS LOCATED WITHIN THE LITTLE BARTON CREEK WATERSHED.

26. THIS SUBDIVISION IS SITUATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

LAND USE SUMMARY:	BELLA COLINAS COMMERCIAL PLAT
TOTAL ACREAGE:	22.92 ACRES
NEIGHBORHOOD SERVICES LOTS	10 LOTS (22.53 AC.)
CELL TOWER LOTS	1 LOT (0.39 AC.)
NUMBER OF BLOCKS	3 BLOCKS
TOTAL LOTS:	11
SUBMITTAL DATE: 06/19/2015	



NOTES: CONT.:

27. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) IS DEDICATED FOR USE FOR PUBLIC UTILITIES ADJACENT TO ALL STREET SIDE PROPERTY LINES OF ALL LOTS SHOWN ON THIS PLAT.

28. DRAINAGE AND WATER QUALITY EASEMENTS ARE FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM DEVELOPED LANDS. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THESE EASEMENTS ARE TO HELP MAINTAIN CLEAN WATER IN CREEKS, RIVERS, AND LAKES. NO STRUCTURE OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENTS, OR WATER QUALITY CONTROL IMPROVEMENTS IN ACCORDANCE WITH THE NON-- POINT SOURCE POLLUTION CONTROL PERMIT FOR THE SUBDIVISION, OR MAINTENANCE TO THE AREAS IN ACCORDANCE WITH THE NON--POINT SOURCE POLLUTION CONTROL PERMIT FOR THE SUBDIVISION MAY BE PLACED OR PERFORMED WITH IN THESE EASEMENTS WITHOUT PRIOR AUTHORIZATION AND APPROVAL IN WRITING FROM THE CITY OF BEE CAVE. THESE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OR ITS APPROVED ASSIGNS IN ACCORDANCE WITH THE MAINTENANCE PLAN OF THE NON--POINT SOURCE POLLUTION CONTROL PERMIT APPLICABLE TO THE LOT. THESE EASEMENTS MAY NOT BE AMENDED OR ALTERED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE CITY.

29. ALL PROPERTY HEREIN IS SUBJECT TO THE CITY OF BEE CAVE NON--POINT SOURCE POLLUTION CONTROL PERMIT FOR THIS SUBDIVISION. SHOULD THE USE OF THIS PROPERTY CHANGE, ALTER, OR AMEND THE USE AS PERMITTED IN THE NON--POINT SOURCE POLLUTION CONTROL PERMIT SHALL BE REQUIRED.

30. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF BEE CAVE SIGN ORDINANCE.

31. NO CONVEYANCE OR SALES OF ANY PORTION OR LOT OF THIS PROPERTY MAY OCCUR UNTIL AFTER THE FINAL PLAT IS RECORDED WITH THE CLERK OF TRAVIS COUNTY, TEXAS.

32. THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF BEE CAVE AND IS SUBJECT TO APPLICABLE CITY OF BEE CAVE ORDINANCES.

33. THE STATE LEGISLATURE HAS LIMITED THE AUTHORITY OF COUNTY GOVERNMENTS TO REGULATE LAND USE IN THE UNINCORPORATED AREAS. AT THE TIME THIS PLAT WAS APPROVED, SECTION 232.101(B) OF THE LOCAL GOVERNMENT CODE PROHIBITS TEXAS COUNTIES, UNLESS OTHERWISE AUTHORIZED BY STATE LAW, FROM REGULATING THE USE OF ANY BUILDING OR PROPERTY FOR BUSINESS, INDUSTRIAL, RESIDENTIAL, OR OTHER PURPOSES, THE BULK, HEIGHT, OR NUMBER OF BUILDINGS CONSTRUCTED ON A PARTICULAR TRACT OF LAND; THE SIZE OF THE BUILDING THAT CAN BE CONSTRUCTED ON A PARTICULAR TRACT OF LAND, INCLUDING WITHOUT LIMITATION AND RESTRICTION ON THE RATIO OF BUILDING FLOOR SPACE TO THE LAND SQUARE FOOTAGE, OR THE NUMBER OF RESIDENTIAL UNITS THAT CAN BE BUILT PER ACRE OF LAND; UNLESS CONTAINED IN RESTRICTIVE COVENANTS APPLICABLE TO THIS SUBDIVISION. TRAVIS COUNTY MAY NOT, AT THE TIME THIS PLAT WAS APPROVED, RESTRICT OR PROHIBIT ADVERSE LAND USES ON OR IN THE VICINITY OF LOTS IN THIS SUBDIVISION.

34. THE TRAVIS COUNTY MUD NO. 18 WILL PROVIDE WATER AND WASTEWATER SERVICES. WATER AND WASTEWATER WILL BE PROVIDED IN ACCORDANCE WITH A SERVICE AGREEMENT TO BE EXECUTED BY THE TRAVIS COUNTY MUD NO. 18 AND EACH LOT OWNER(S) PRIOR TO THE PROVISION OF WATER AND WASTEWATER SERVICES.

35. THIS SUBDIVISION IS SUBJECT TO THE IMPERVIOUS COVER AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2016031163 OF THE OPRTC.

36. LOTS IN THIS SUBDIVISION ARE RESTRICTED TO NON--RESIDENTIAL USES.

37. TEMPORARY WATER QUALITY CONTROLS ARE LOCATED ON LOTS 34--38, BLOCK A PURSUANT TO DOCUMENT NO. 2016031163 OF THE OPRTC. THE CONTROLS SHALL BE MAINTAINED AND OPERATED BY THE DECLARANT UNTIL SUCH TIME AS THEY ARE REPLACED WITH PERMANENT CONTROLS PERMITTED BY TRAVIS COUNTY AND THE CITY OF BEE CAVE.

38. INDIVIDUAL LOT DEVELOPMENT MUST COMPLY WITH LANDSCAPE REQUIREMENTS AS ADOPTED IN THE MASONWOOD AMENDED AND RESTATED DEVELOPMENT AGREEMENT DATED NOVEMBER 13, 2012. AT THE TIME OF SITE DEVELOPMENT, LOTS SHALL PROVIDE TRAILS AND ACCESS EASEMENTS WITHIN AND BETWEEN LOTS. NO WATER QUALITY OR STORMWATER MANAGEMENT STRUCTURES SHALL BE ALLOWED WITHIN THE 75--FOOT BUFFER PER CITY OF BEE CAVE CODE 30.03.007. RE--IRRIGATION AREAS SHALL BE ALLOWED WITHIN THE BUFFER.

39. NO LOT SHALL HAVE DIRECT ACCESS TO SH 71 EXCEPT VIA THE JOINT USE ACCESS EASEMENT AS REQUIRED.

40. A PORTION OF LOT 40 MAY DRAIN TO POND 4 OF TERRA COLINAS PHASE ONE.

41. THE 25--FOOT PUE AND LANDSCAPE BUFFER AREA IS RESTRICTED TO UNDERGROUND UTILITIES AND LANDSCAPING. NO PAVED SURFACES WILL BE PERMITTED.

42. THIS SUBDIVISION IS SUBJECT TO THE TRAFFIC AND SIGNAL IMPROVEMENTS PER THE TRAFFIC CONTROL DEVICE IMPROVEMENT AND ESCROW AGREEMENT AND THE RELATED ASSIGNMENT AND ASSUMPTION ~~AS RECORDED IN DOC. NO. 2013062073 OF THE OPRTC.~~

43. THE 50--FOOT CEF BUFFER AREA SHOWN ON LOT 37, BLOCK A SHALL REMAIN UNDISTURBED DURING AND AFTER CONSTRUCTION OF SITE IMPROVEMENTS. LOT 37 HAS LIMITED DEVELOPABLE AREA AND MAY REQUIRE A UNIFIED DEVELOPMENT AGREEMENT TO BE DEVELOPED WITH AN ADJACENT LOT.

44. ALL LOTS RECEIVING FLOW FROM THE PRIVATE DRIVEWAYS SHALL ACCOMMODATE THAT SHEET FLOW OR PROVIDE ENGINEERED PLANS FOR A STORM DRAINAGE SYSTEM MANAGING STORMWATER RUN--OFF FROM THE PRIVATE DRIVE AT THE TIME THAN AN ENGINEERED SITE PLAN IS SUBMITTED FOR PERMITTING TO TRAVIS COUNTY AND THE CITY OF BEE CAVE.

45. 126 WASTEWATER LIVING UNIT EQUIVALENTS ARE AVAILABLE TO THE PLATTED AREA TO BE DIVIDED AS SEEN FIT BY THE DECLARANT.

46. THIS SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF THE COVENENTS, CONDITIONS, AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2016031165 OF THE OPRTC.

LANDESIGN SERVICES, INC. 512-836-7003 12200 MESA DRIVE SUITE 203 AUSTIN, TEXAS 78732 ROUND ROCK, TEXAS 78681 FIRM REGISTRATION NO. 10001800

BELLA COLINAS COMMERCIAL PLAT

PROJECT NAME: BELLA COLINAS
JOB NUMBER: 321-15-1 SCALE: 1"=100'
DATE: 12/21/2015
DRAWING FILE PATH: L:\LAEx\Bella Colinas\JPRCS
FIELDNOTE FILE PATH:
PKG JB TECH: HAS PARTICHIEF: AG
CHECKED BY: JB / FIELDBOOKS:

DRAWING NAME 3210106 PL

SHEET 2 of 3

SHEET NO. 05 OF 37 SHEETS

PL 1

JOB NUMBER: A629-1001

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

FOR INFORMATION PURPOSES ONLY

6/30/2023

DATE: 6/30/2023
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME: A629-1001 PL 1.dwg

REVISIONS			
NO.	DESCRIPTION	BY	DATE

FAMILY DENTAL CENTER
SITE PLAN

PLAT (1 OF 2)

22-748 SNPS

201600051

THE STATE OF TEXAS ||
THE COUNTY OF TRAVIS || **KNOW ALL MEN BY THESE PRESENTS:**

THAT 22.52 BELLA COLINAS, J.V., ACTING BY AND THROUGH J. BEAU RYAN, MANAGING PARTNER, BEING THE OWNER OF THAT CERTAIN 4.810 ACRE TRACT CALLED TRACT 1, A 2.452 ACRE TRACT CALLED TRACT 2, A 6.282 ACRE CALLED TRACT 3, A 5.216 ACRE TRACT CALLED TRACT 4 AND A 3.760 ACRE TRACT CALLED TRACT 5 OF LAND LOCATED IN THE J. REYNOLDS SURVEY NO. 44, IN TRAVIS COUNTY, TEXAS, CONVEYED TO 22.52 BELLA COLINAS, J.V. BY DEED IN DOCUMENT NO. 2014011236 OF THE OFFICIAL PUBLIC RECORDS OF TEXAS.

AND THAT MASONWOOD 71, LTD., ACTING BY AND THROUGH JAMES W. MEREDITH, MANAGING PARTNER, BEING THE OWNER OF THAT CERTAIN 0.3937 ACRE OF LAND LOCATED IN THE J. REYNOLDS SURVEY NO. 44, IN TRAVIS COUNTY, TEXAS, CONVEYED TO MASONWOOD 71, LTD. BY DEED IN DOCUMENT NO. 2011172121 OF THE OFFICIAL PUBLIC RECORDS OF TEXAS,

DO HEREBY SUBDIVIDE 22.92 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT AND CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE TO BE KNOW AS

BELLA COLINAS COMMERCIAL PLAT

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

IN WITNESS WHEREOF, 22.52 BELLA COLINAS, J.V. HAS CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR ___ THIS THE 7th DAY OF December, 20 15 A.D.

22.52 BELLA COLINAS, J.V.,
A TEXAS JOINT VENTURE

BY: RCC #1, L.P.
A TEXAS LIMITED PARTNERSHIP, JOINT VENTURER

BY: RCC #1 GP, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: ___
J. BEAU RYAN,
VICE PRESIDENT

BY: ROCKSPRING CAPITAL GROWTH AND INCOME FUND, L.P., A DELAWARE LIMITED PARTNERSHIP, JOINT VENTURER

BY: JM EQUITY VENTURE NO. 4, LTD., A TEXAS LIMITED PARTNERSHIP, ITS GENERAL PARTNER

BY: RBGP INVESTMENTS, L.L.C., A
TEXAS LIMITED LIABILITY
COMPANY, ITS GENERAL PARTNER

BY: ___
J. BEAU RYAN,
VICE PRESIDENT

BY: ROCKSPRING CAPITAL TEXAS REAL ESTATE MOMENTUM FUND, L.P., A DELAWARE LIMITED PARTNERSHIP, JOINT VENTURER

BY: JM EQUITY VENTURE NO. 5, LTD., A TEXAS LIMITED PARTNERSHIP, ITS GENERAL PARTNER

BY: RBGP INVESTMENTS, L.L.C., A
TEXAS LIMITED LIABILITY
COMPANY, ITS GENERAL PARTNER

BY: ___
J. BEAU RYAN,
VICE PRESIDENT

IN WITNESS WHEREOF, MASONWOOD 71, LTD HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS THE ___ DAY OF ___ 20__ A.D.

BY: MASONWOOD 71, LTD.

JAMES W. MEREDITH, MANAGING PARTNER
1004 MOPAC CIRCLE STE. 201
AUSTIN, TEXAS 78746

THE STATE OF TEXAS
THE COUNTY OF HARRIS

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

WITNESS MY HAND AND SEAL THIS THE 7 DAY OF December, 20 15, A.D.

___
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

OLGA LUNA
My Commission Expires
August 28, 2017

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

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

WITNESS MY HAND AND SEAL THIS THE 22 DAY OF December, 20 15, A.D.

___
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DENISE MONE SCHROEDER
Notary Public, State of Texas
Commission Expires 11-09-2019
Notary ID 126847-7

LAND SURVEYOR'S STATEMENT

I, JOSEPH BEAVERS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF CHAPTER 82 OF THE TRAVIS COUNTY SUBDIVISION ORDINANCE AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL SURVEY MONUMENTS SHOWN HEREON WERE SET UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE, TEXAS.

___ 3 Dec 15
JOSEPH BEAVERS, R.P.L.S. NO. 4938 DATE

LANDESIGN SERVICES, INC.
1220 MCNEIL ROAD, SUITE 200
ROUND ROCK, TEXAS 78681
(512) 238-7901
FIRM REGISTRATION NO. 10001800

STATE OF TEXAS
JOSEPH BEAVERS
4938
REGISTERED
PROFESSIONAL
LAND SURVEYOR

CITY OF BEE CAVE APPROVAL

FINAL PLAT

APPROVED BY THE CITY OF BEE CAVE FOR FILING AT THE OFFICE OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS.

APPROVED BY THE PLANNING AND ZONING COMMISSION, CITY OF BEE CAVE, TEXAS.

___ 12.28.15
SIGNATURE OF CHAIRPERSON DATE

APPROVED BY: CITY COUNCIL, CITY OF BEE CAVE, TEXAS

___ 12-17-15
MAYOR, CITY OF BEE CAVE DATE

ATTEST:

___ 12-17-15
CITY SECRETARY DATE

I, THE UNDERSIGNED MAYOR OF THE CITY OF BEE CAVE HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFIRMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY AND IS HEREBY AUTHORIZED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF BEE CAVE FOR RECORDING IN THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

___ 12-17-15
MAYOR, CITY OF BEE CAVE DATE

ATTEST:

___ 12-17-15
CITY SECRETARY DATE

THIS PROPERTY IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BEE CAVE, TRAVIS COUNTY, TEXAS.

___ 12-17-15
MAYOR, CITY OF BEE CAVE DATE

ATTEST:

___ 12-17-15
CITY SECRETARY DATE

COMMISSIONERS COURT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREET, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND / OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING UPON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OF THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS SUCH AS A SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

ENGINEER'S CERTIFICATION:

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT I, T. WALTER HOYSA A LICENSED PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT AND THAT IT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE, TEXAS.

FLOODPLAIN CERTIFICATION
NO PART OF THE SUBJECT PROPERTY LIES WITHIN A FLOODPLAIN OR FLOOD PRONE AREA OR A FLOOD WAY OF ANY BODY OF WATER PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY RATE MAP COMMUNITY F.I.R.M. MAP PREPARED FOR TRAVIS COUNTY, DATED EFFECTIVE SEPTEMBER 26, 2008, AS SHOWN ON COMMUNITY PANEL NO. 48453C0405H AND 48453C0415H.

___
T. WALTER HOYSA
REGISTERED PROFESSIONAL ENGINEER NO. 100072
LONGARO & CLARKE
3839 BEE CAVE ROAD, SUITE 150
AUSTIN, TEXAS 78746
TBPE REGISTRATION NO. F-544

STATE OF TEXAS
T. W. HOYSA
100072
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS ||
COUNTY OF TRAVIS ||

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 15th DAY OF December, 20 15, A.D. THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 2nd DAY OF March, 20 16, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

___
DEPUTY
Robert Flowers

STATE OF TEXAS ||
COUNTY OF TRAVIS ||

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 2 DAY OF March, 20 16, A.D. AT 2:00 O'CLOCK P M., OF SAID COUNTY AND STATE IN DOCUMENT NO. 201600051 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 2 DAY OF March, 20 16, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

___
DEPUTY
A. VALLEJO

LANDESIGN SERVICES, INC.
512-238-7901
1220 MCNEIL ROAD
SUITE 200
AUSTIN, TEXAS 78681
FIRM REGISTRATION NO. 10001800

BELLA COLINAS COMMERCIAL PLAT

PROJECT NAME: BELLA COLINAS
JOB NUMBER: 321-13-1
DATE: 12/01/2015 | SCALE: 1"=100'
DRAWING FILE NAME: L:\LANDESIGN\BELLA COLINAS
FIELDNOTE FILE NAME:
PRES. @ | TECH: HKS | PARTICHIEF: AG
CHECKED BY: @ | FIELDBOOK:

DRAWING NAME
3210106 PL

SHEET
3 of 3

PLAT NOT TO SCALE

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

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

FOR INFORMATION PURPOSES ONLY

12/20/2016

DATE: 6/30/2023
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME: A629-1001 PL 2.dwg

REVISIONS

NO.	DESCRIPTION	BY	DATE

FAMILY DENTAL CENTER
SITE PLAN

PLAT (2 OF 2)

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
PL 2
SHEET NO. 06 OF 37 SHEETS
22-748 SNPS

City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**12.A.**
Agenda Title:	**Deliberation regarding the potential acquisition of real property for public purposes**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza**

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

City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**12.B.**
Agenda Title:	**Consultation with Attorney regarding pending litigation styled Citizens for Preservation of The Brown Property v. City of Bee Cave.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

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

City Council Meeting
7/25/2023
Agenda Item Transmittal

Agenda Item:	**12.C.**
Agenda Title:	**Personnel – Board and Commission member appointments for: Bee Cave Development Corporation.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

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

City Council Meeting
7/25/2023
Agenda Item Transmittal