



CITY OF BELTON

**Planning & Zoning Commission Meeting
Tuesday, December 20, 2016 - 5:30 p.m.
Wright Room, Harris Community Center
401 N. Alexander, Belton, Texas**

Pledge of Allegiance to the U.S. Flag
Invocation

AGENDA

1. Call to order.
2. Minutes from previous meeting.
3. Z-16-19 Hold a public hearing and consider a zoning change from Commercial Highway to Planned Development Commercial Highway Zoning District for a recreational vehicle park on a 12 acre tract of land at 5353 South Interstate Highway 35 Service Road, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 mile south of Shanklin Road.
4. Z-16-20 Hold a public hearing and consider a zoning change from Planned Development Multiple Family and Retail to Planned Development Multiple Family Zoning District for an 88 unit apartment complex on a 6 acre tract of land, located on the west side of Commerce Street and just south of Sparta Road.
5. P-16-34 Consider a preliminary/final plat for Three Creeks Subdivision, Phase III, an 18.85 acre tract of land, located generally east of FM 1670 and south of U.S. 190, and adjacent to the north bank of the Lampasas River, located in Belton's Extra Territorial Jurisdiction (ETJ)
6. P-16-35 Consider a final plat for Dawson Ridge, a 59.265 acre tract of land, located north of Sparta Road, south of Lake Road/FM 439, and west of the existing Dawson Ranch subdivision.

If interpreter services for the deaf or hearing impaired are required, please contact the City Clerk at least 48 hours in advance at 933-5817.

Staff Report – Planning & Zoning Item



Date: December 20, 2016
Case No.: Z-16-19
Request: CH to PD-CH
Applicant: Jerry & Bonnie Fisher

Agenda Item

Z-16-19 Hold a public hearing and consider a zoning change from Commercial Highway to Planned Development Commercial Highway Zoning District for a recreational vehicle park on a 12 acre tract of land at 5353 South Interstate Highway 35 Service Road, located on the east side of South Interstate Highway 35, extending to Toll Bridge Road and approximately 0.45 mile south of Shanklin Road.

Originating Department

Planning – Erin Smith, Director of Planning

Case Summary

The applicant has submitted this request for a zone change to Planned Development Commercial Highway, to allow for a recreational vehicle (RV) park. To the north are UPS, Frito Lay, Goode Towing, and Cedar Crest Hospital; to the east are single family homes; to the southwest is Custom Countertops; and to the west are Interstate 35 and vacant land zoned Agricultural.

Current Zoning

Commercial Highway

Proposed Zoning

Planned Development Commercial Highway

Design Standards Type Area : 2 **Recommended Type Area:** 2

This property is in the identified Type Area 2 in the Design Standards. If approved, a Commercial Highway District use would be required to comply with all the Design Standards for Type Area 2.

Land Use Table/Allowable Uses

The Commercial Highway Zoning District allows the following land uses, and would accommodate the request:

- Any use permitted in the Retail District
- Commercial Amusement (Indoor or Outdoor), but not including drag strips, auto motorcycle or go-cart racing
- Community or Exposition Center
- Hotel or Motel

- Hospital or Nursing Home
- Multi-Family
- New Car Sales (used car sales permitted only as an incidental use to the main use)
- Restaurant, with drive-in service

Project Analysis and Discussion

This 12 acre property is currently vacant and the applicant is proposing this zone change to allow for a recreational vehicle (RV) park. This property fronts Interstate Highway 35 and also extends to Toll Bridge Road. The Future Land Use Plan identifies this area as Retail/Neighborhood Service. Currently, this property is zoned Commercial Highway and a zoning change to Planned Development Commercial Highway is proposed to allow a recreational vehicle (RV) park called Heart of Texas RV Resort.

The Planned Development Commercial Highway proposal will allow for the proposed Heart of Texas RV Resort. A RV park is defined in the Zoning Ordinance; however, it is not listed as a permitted use in any of the zoning districts. It is staff's judgment that a Commercial Highway Zoning District is an appropriate base zoning for this use and this location. According to Section 34, Off-Street Parking and Loading Requirements, of the Zoning Ordinance, in Office, Retail and Commercial Zoning Districts, and the IP-Industrial Park Zoning District, all required parking shall be provided on paved concrete, asphalt, or other similar impervious surface (brick). The applicant is proposing to pave the proposed 25 feet wide internal private roads with asphalt. There will be an entrance to the RV park from Interstate Highway 35 service road and Tollbridge Road. Interstate Highway 35 service road is a TXDOT roadway; therefore, TXDOT must approve the proposed driveway location for this RV park prior to construction. City of Belton will approve the driveway on Toll Bridge Road.

The RV park is proposed to contain a total of 100 RV sites that will all be constructed with concrete. The applicant is proposing to construct 94 pull-through and 6 back-in RV sites that will be 30 feet in width and 65 feet in length with sufficient space for RV parking, vehicle parking, landscaping, and outdoor space for the guests. Also proposed is a great lodge that will include a store, offices, bathrooms, and a laundry area. There will be several parking spaces constructed adjacent to the great lodge. The applicant is proposing to provide a playground, horse shoe and bounce ball area, dog park, grilling area with a gazebo, and a pool and hot tub for the RV park guests. There are several existing trees on this property that the applicant would like to retain to provide shade for the RV park guests. The applicant would also like to

According to Chapter 19, Recreation Vehicle Parks, of the Code of Ordinances, an RV shall not exceed 8 feet in width and 32 feet in length. RV's are now made to be 45 feet in length, so we recommend the maximum length of the RV's not exceed 45 feet in length in conjunction with this ordinance. The Code of Ordinances also states that each recreational vehicle park shall be planned for and shall provide a minimum of one acre in area and the applicant is exceeding this requirement. This section of the Code of Ordinances states that each recreational vehicle park shall not exceed an overall density of 20 recreational vehicle sites per acre. There are a total of 100 RV sites on 12 acres; therefore, this proposal complies with that requirement.

After careful review of the City's Design Standards and the applicability of this use among surrounding properties, this requested zone change appears to be reasonable in this location.

Recommendation

Recommend approval of zone change from Commercial Highway to Planned Development Commercial Highway Zoning District with development regulated under the Design Standards for Type Area 2 standards as follows:

1. The allowable uses of the property shall conform to the Commercial Highway Zoning District in all respects, and in addition a recreational vehicle (RV) park is a permitted use.
2. The development of the property shall conform to all applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
 - a. Site Development Standards, to include compliance with the attached site plan
 - b. Building Design Standards
 - c. Landscape Design Standards
3. Sign Standards shall conform to Ordinance 2008-11.
4. The interior private roads are required to be constructed with asphalt or concrete.
5. The recreational vehicles shall not exceed 8 feet in width and 45 feet in length.
6. A subdivision plat is required.

Attachments:

1. Zoning application
2. Property Location Map
3. Zoning map
4. Aerial photo
5. Map with zoning notice boundary (200')
6. Zoning notice to owner's
7. Property owner's list
8. Survey
9. Proposed Site Plan
10. Proposed Great Lodge
11. Photographs

City of Belton
Request for Zoning Change

To the City Council and the
Planning and Zoning Commission

Fee: \$250.00

Date Received:

11-30-16

Date Due:

11-30-16

Deadline for a zoning change request is the last business day of the month.

Applicant:

JERRY & BONNIE Fisher

Phone Number:

602-809-6473

Mailing Address:

16 VERBENA ST.

City:

BELTON

State:

TX

Email Address:

CLASSICCOACH45@yahoo.com

76513

Owners Name:

JERRY HERRICK

Phone Number:

254-718-9620

Mailing Address:

13480 Blackberry Road

City:

SALADO

State:

TX

Email Address:

76571

Applicant's
Interest in
Property:

RV PARK

Legal Description of Property:

A0554BC F MADREGAL, 20 (ANNIE MAE TR) Acres 19.47

Is this property being simultaneously platted?

NO

Street Address:

Zoning changing from:

CH

to:

PD-CH

Signature of Applicant

Date

Signature of Owner (if not applicant)

Date

Checklist for Zoning Items to be submitted with application:

- ☐ Signed Application
- ☐ Fees Paid
- ☐ Complete Legal Description of the property to be re-zoned
- ☐ Site Plans per Section 32, Planned Development, of the Zoning Ordinance. Please see the back for specific guidelines.
- ☐ In the event the request involves more than one lot of irregular tracts or acreage, a drawing of the property must be submitted.

Zoning Case # Z-16-19 Location

ZONING CHANGE:

CH to PD-CH

LEGAL DESCRIPTION:

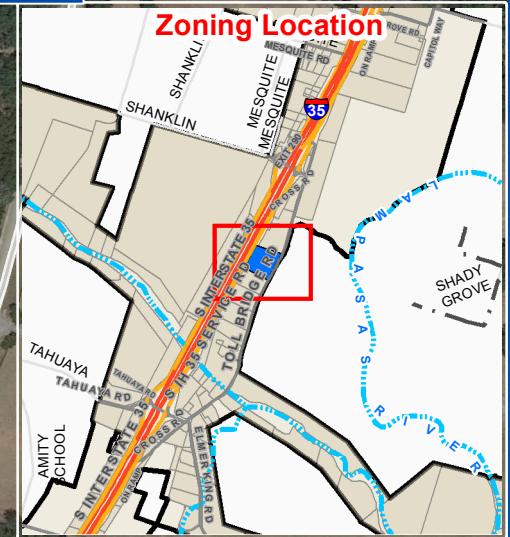
A0554BC F MADREGAL
20, (ANNIE MAE TR),
ACRES 19.47

PROPERTY OWNER:


HERRICK, JERRY L
ETUX ELAINE S

ADDRESS/LOCATION:

5353 S IH 35 SVC RD



LEGEND

 Z_16_19



0 70 140 280
Feet

For informational purposes only. Boundaries are approximate and not legally binding.

Zoning Case # Z-16-19 Zoning

ZONING CHANGE:

CH to PD-CH

LEGAL DESCRIPTION:

A0554BC F MADREGAL
20, (ANNIE MAE TR),
ACRES 19.47

PROPERTY OWNER:









HERRICK, JERRY L
ETUX ELAINE S

ADDRESS/LOCATION:

5353 S IH 35 SVC RD

Zoning Location

Legend

-  City Limits
-  Z_16_19
- Current Zoning**
-  Agricultural
-  Commercial Highway
-  Commercial-2
-  Light Industrial
-  Planned Development
-  Single Family-1



0 230 460 920
Feet

For informational purposes only. Boundaries are approximate and not legally binding.

Zoning Case # Z-16-19 Aerial

ZONING CHANGE:

CH to PD-CH

LEGAL DESCRIPTION:

A0554BC F MADREGAL
20, (ANNIE MAE TR),
ACRES 19.47

PROPERTY OWNER:


HERRICK, JERRY L
ETUX ELAINE S

ADDRESS/LOCATION:

5353 S IH 35 SVC RD

LAUREL

LEGEND

 Z_16_19



0 140 280 560
Feet

For informational purposes only. Boundaries are approximate and not legally binding.

Zoning Case # Z-16-19

ZONING CHANGE:

CH to PD-CH

LEGAL DESCRIPTION:

A0554BC F MADREGAL
20, (ANNIE MAE TR),
ACRES 19.47

PROPERTY OWNER:


HERRICK, JERRY L
ETUX ELAINE S


ADDRESS/LOCATION:


5353 S IH 35 SVC RD

200' Property Owner
Notification Area

Legend

 Z_16_19

 200' Property Owner
Notification Area

 Tax Appraisal Parcels



0 70 140 280
Feet

For informational purposes only. Boundaries are approximate and not legally binding.

**NOTICE OF APPLICATION
FOR AN
AMENDMENT TO THE ZONING ORDINANCE
OF THE
CITY OF BELTON**

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: JERRY FISHER,
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 12.0 ACRES, 5353 SOUTH INTERSTATE 35,
FROM A(N) COMMERCIAL HIGHWAY ZONING DISTRICT,
TO A(N) PLANNED DEVELOPMENT – COMMERCIAL HIGHWAY FOR A RECREATIONAL VEHICLE (RV) PARK ZONING DISTRICT.

THE PLANNING & ZONING COMMISSION OF THE CITY OF BELTON, TEXAS WILL HOLD A PUBLIC HEARING PURSUANT TO THIS REQUEST AT **5:30 P.M., Tuesday, December 20, 2016** IN THE WRIGHT ROOM AT THE T.B. HARRIS CENTER, 401 N. ALEXANDER, BELTON, TEXAS.

IF APPROVED BY THE PLANNING & ZONING COMMISSION, THIS ITEM WILL BE PLACED ON THE AGENDA FOR A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL BE AT **5:30 P.M., Tuesday, January 10, 2017**, AT THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET, BELTON, TEXAS.

AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTEN COMMENTS ABOUT THIS ZONING CHANGE BY COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELOW.

IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARING IMPAIRED, PLEASE CONTACT THE CITY CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.

circle one

AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUESTED ZONING AMENDMENT PRESENTED IN THE APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:

1. _____
2. _____
3. _____

(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)

DATE: _____ SIGNATURE: _____

**PLANNING DEPARTMENT
CITY OF BELTON
P. O. Box 120
BELTON, TEXAS 76513
254-933-5812**

47291

ALFORD, LAURA
5271 TOLLBRIDGE RD
BELTON, TX 76513-7934

105615

SHEPPARD, ALTON L JR ETUX ELIZABETH
PO BOX 687
BELTON, TX 76513-0687

420158

ALFORD, RANDY & LAURA H
5271 TOLLBRIDGE RD
BELTON, TX 76513-7934

72402

IIGK PROPERTY MANAGEMENT LTD
PO BOX 966
TEMPLE, TX 76503-0966

109929

STANDARD, AUBREY N JR
609 WASHINGTON BLVD
BIG SPRING, TX 79720

420163

ALFORD, LAURA
5271 TOLLBRIDGE RD
BELTON, TX 76513-7934

99276

HERRICK, JERRY L ETUX ELAINE S
13480 BLACKBERRY RD
SALADO, TX 76571-5405

420157

KINCAID, JAMES M ETUX DOLORES D
5355 TOLLBRIDGE RD
BELTON, TX 76513-8086

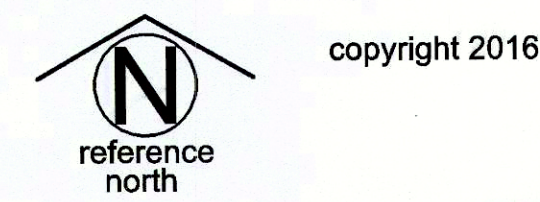
SUPERINTENDENT
DR. SUSAN KINCANNON
BELTON I.S.D.
P O BOX 269
BELTON TEXAS 76513

ron d. beard
& associates
austin
FULL SPECTRUM nationwide RESORT SPECIALISTS
11203 ANTLER LANE AUSTIN, TEXAS 78726
TELEPHONE 512-219-7688
FAX 866-608-5499
MOBILE 512-750-3402
E-MAIL RDBACONSULTING@GMAIL.COM
WEB SITE WWW.RDBACONSULTING.COM

20 nov 16
heart of texas rv resort
belton TX

masterplan

0' 25' 50' 100' 200'
measure 1" for scale this sheet

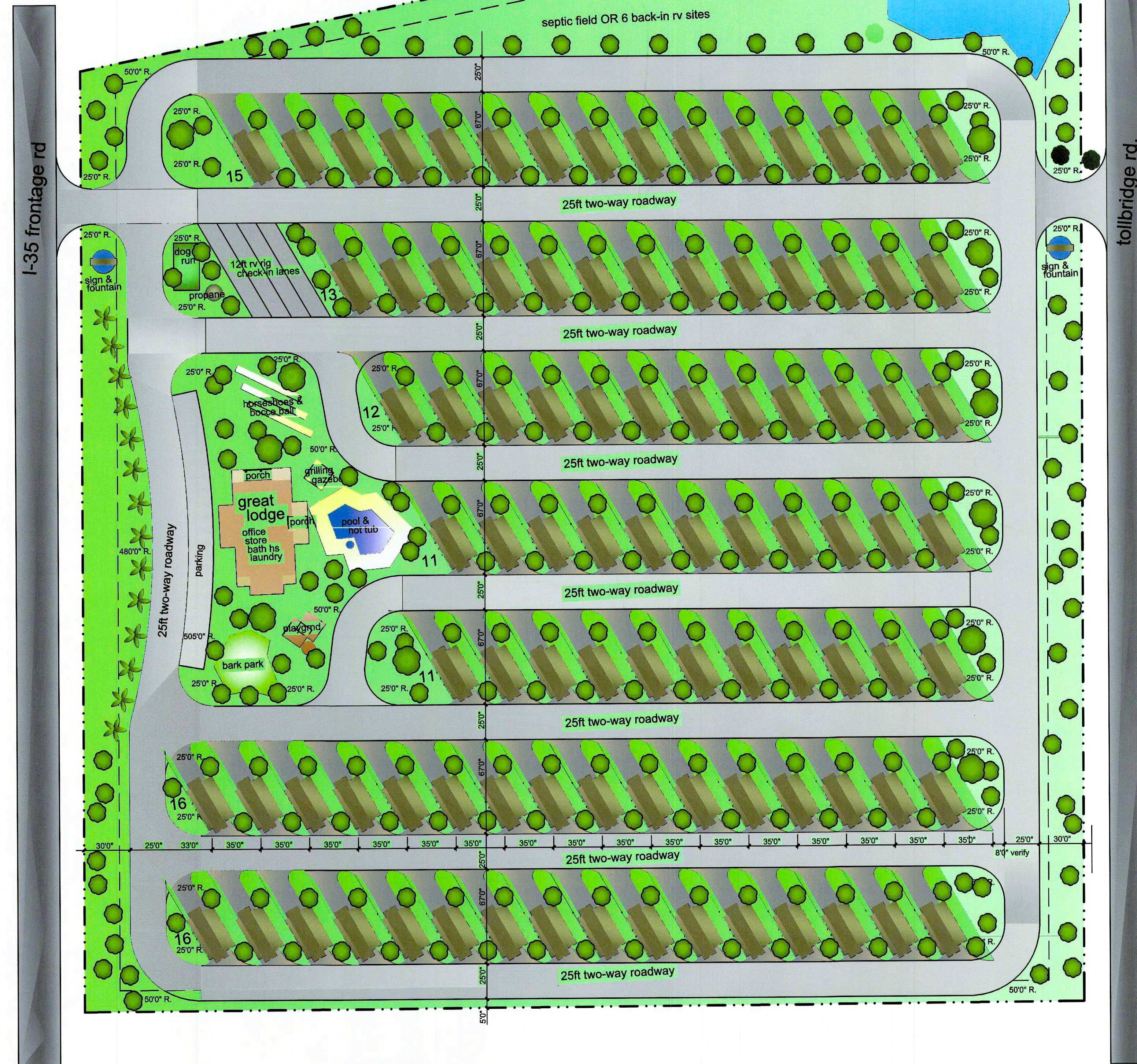


94 total guest sites

94 pull-thru rv sites

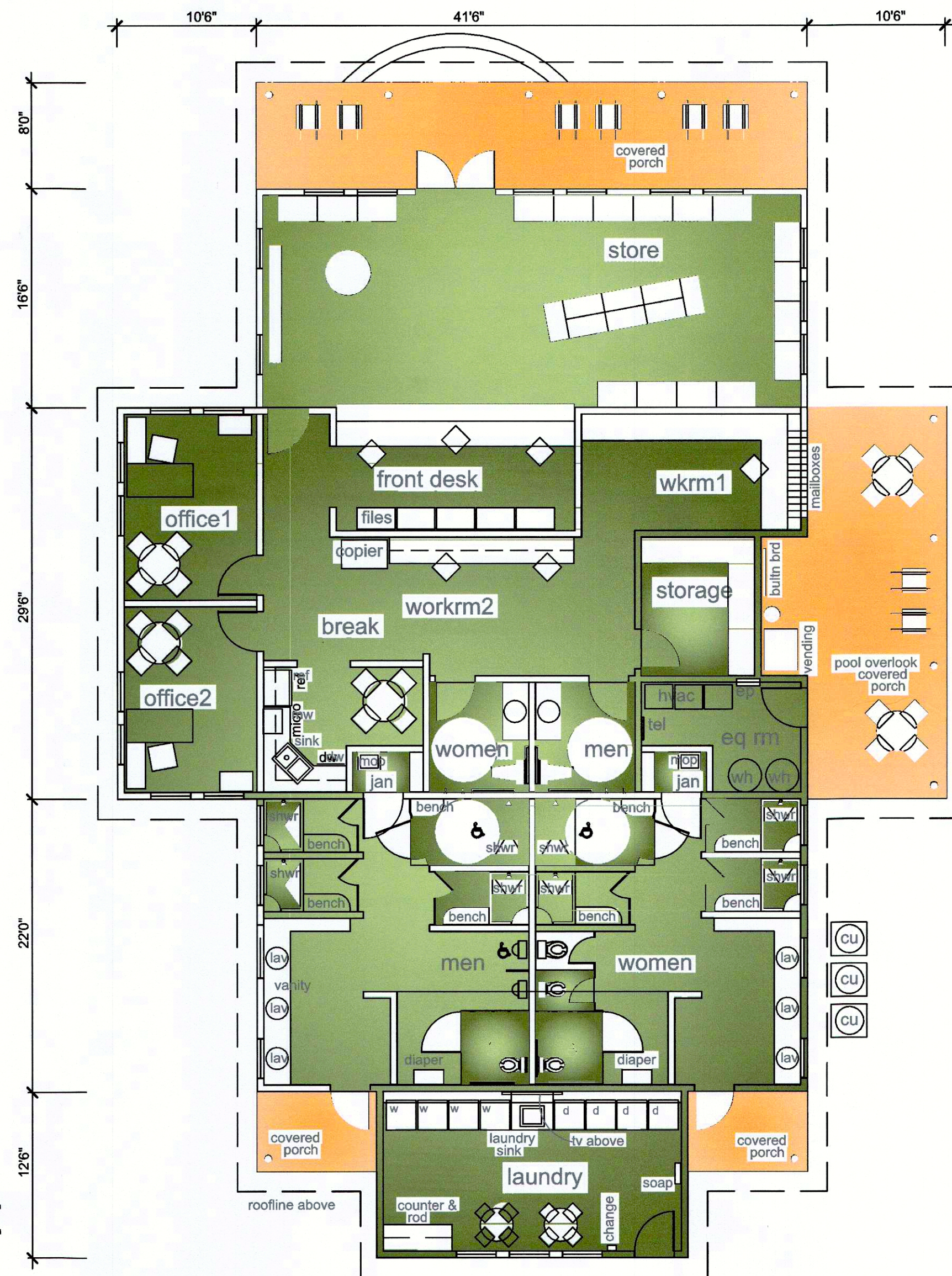
06 optional back-in rv sites
if septic field not required

34ft x 77ft rv rig site (30ft net width & 65ft net length)



heart of texas rv resort I-35 belton TX

0' 4' 8' 16' 32'
measure 1" for scale this sheet



great lodge

20 nov 16



ron d. beard & associates austin
FULL SPECTRUM nationwide RESORT SPECIALISTS
ARCHITECTURE, PLANNING & CONSULTING SERVICES
11203 ANTLER LANE AUSTIN, TEXAS 78726
TELEPHONE 512-219-7688
FAX 888-808-5499
MOBILE 512-750-3402
E-MAIL RDBACONSULTING@GMAIL.COM
WEB SITE WWW.RDBACONSULTING.COM







Staff Report – Planning & Zoning Item



Date: December 20, 2016
Case No.: Z-16-20
Request: PD MF & R to PD MF
Applicant: Emanuel Glockzin – Edge Properties

Agenda Item

Z-16-20 Hold a public hearing and consider a zoning change from Planned Development Multiple Family and Retail to Planned Development Multiple Family Zoning District for an 88 unit apartment complex on a 6 acre tract of land, located on the west side of Commerce Street and just south of Sparta Road.

Originating Department

Planning – Erin Smith, Director of Planning

Case Summary

The applicant is proposing a zone change to allow for an 88-unit apartment complex. To the north is Goodwill; to the northeast are Walmart and Taco Bell; to the east are Legacy Landing and Taqueria; to the west are TruMH and B Town Burger; and to the south are Strike Zone and Belltec Industries.

Current Zoning

Planned Development Multiple Family and Retail

Proposed Zoning

Planned Development Multiple Family

Design Standards Type Area : 5

Recommended Type Area: 5

This property is in the identified Type Area 5 in the Design Standards. If approved, a Multiple Family use would be required to comply with all the Design Standards for Type Area 5.

Land Use Table/Allowable Uses

The Multiple Family Zoning District allows the following land uses, and would accommodate this request:

- Multiple-Family Dwelling (apartment building)
- Two-Family Residence (duplex)
- Single-Family Detached Dwellings
- Public Schools

- Nursing Home
- Childcare Center

Project Analysis and Discussion

The applicant is proposing this zone change in order to develop an 88-unit apartment complex. In 2012, Prestwick Development submitted a rezoning of 5 acres to Planned Development Multiple Family for an 88-unit senior housing development and 4.736 acres to Retail for future retail development. Edge Properties is now proposing to develop this property into an apartment complex. The applicant would like to increase the acreage from 5 acres to a total of 6 acres for the proposed apartment complex, leaving a remainder of 3.736 acres zoned Retail on the southwest corner of Sparta Road and Commerce Street.

The proposed apartment complex will contain a total of 24 one-bedroom and one-bathroom units; 48 two-bedroom and two-bathroom units; and 16 three-bedroom and two-bathroom units. The one-bedroom units are proposed to be 836 square feet; the two-bedroom units are proposed to be 1,202 square feet; and the three-bedroom units are proposed to be 1,361 square feet in size. All proposed buildings will consist of 90% masonry in compliance with the Design Standards. The community amenities will include a community building, two pavilions, and a playground. Cross-access through the retail site at the corner is strongly recommended and can be addressed in conjunction with subdivision platting.

According to Section 34, Off-Street Parking and Loading Requirements, of the Zoning Ordinance, multiple family dwellings require 2 parking spaces per one and two bedroom units and 2.5 spaces per three bedrooms units; therefore, a total of 184 parking spaces are required. The applicant is proposing to provide a total of 204 parking spaces on the site plan to allow for visitor parking.

Recommendation

Recommend approval of a zone change from Planned Development Multiple Family (5 acres) and Retail (1 acre) to Planned Development Multiple Family Zoning District with development regulated under the Design Standards for Type Area 5 standards as follows:

1. The use of this property must conform to the Multiple Family Zoning District in all respects.
2. The development of the property shall conform to all applicable Type Area 5 Design Standards, as identified in Ordinance 2009-31, Section 7.1 of the Zoning Ordinance, including:
 - a. Site Development Standards discussed above
 - b. Building Design Standards
 - c. Landscape Design Standards

3. Sign standards shall conform to Ordinance 2008-11.
4. Subdivision plat is required.

Attachments:

1. Zoning application
2. Property Location Map
3. Zoning map
4. Aerial photo
5. Map with zoning notice boundary (200')
6. Zoning notice to owners
7. Proposed Site Plan
8. Surveys

City of Belton
Request for Zoning Change

To the City Council and the
Planning and Zoning Commission
Fee: \$250.00

Date Received: 11-30-16 Date Due: 11/30/2016 Deadline for a zoning change request is the last business day of the month.

Applicant: Emanuel Glockzin Phone Number: 979-846-8878
Mailing Address: PO Box 3189 City: Bryan State: TX
Email Address: emanuel@edgeproperties.com

Owners Name: Robert Roy Potts, Patricia Jean Potts Wilson, John Mark Potts Phone Number: 254-939-3333
Mailing Address: 3212 River Place Dr. City: Belton State: TX
Email Address: beltoncbp@yahoo.com

Applicant's Interest in Property: Purchaser

Legal Description of Property: A00BC James Bennett, 6.718 Acres (BellCAD Property ID: 94641)

Is this property being simultaneously platted? No

Street Address: Sparta Rd. Belton, TX 76513

Zoning changing from: PD-mF + Retail to: PD-mF

[Signature] Date 11/23/16
Signature of Applicant
Robert Roy Potts Date 11/23/16
Signature of Owner (If not applicant)

Checklist for Zoning Items to be submitted with application:

- ☐ Signed Application
- ☐ Fees Paid
- ☐ Complete Legal Description of the property to be re-zoned
- ☐ Site Plans per Section 32, Planned Development, of the Zoning Ordinance. Please see the back for specific guidelines.
- ☐ In the event the request involves more than one lot of irregular tracts or acreage, a drawing of the property must be submitted.

Zoning Case # Z-16-20 Location

ZONING CHANGE:

PD-MF + R
to PD-MF

LEGAL DESCRIPTION:

A0071BC JAMES BENNETT,
ACRES 6.718

PROPERTY OWNER:

POTTS, ROBERT ROY ETAL


ADDRESS/LOCATION:

2121 Commerce St

Zoning Location



LEGEND

 Z_16_20



0 70 140 280
Feet

For informational purposes only. Boundaries are approximate and not legally binding.

Zoning Case # Z-16-20 Zoning

ZONING CHANGE:

PD-MF + R
to PD-MF

LEGAL DESCRIPTION:

A0071BC JAMES BENNETT,
ACRES 6.718

PROPERTY OWNER:

POTTS, ROBERT ROY ETAL

ADDRESS/LOCATION:

2121 Commerce St

Legend

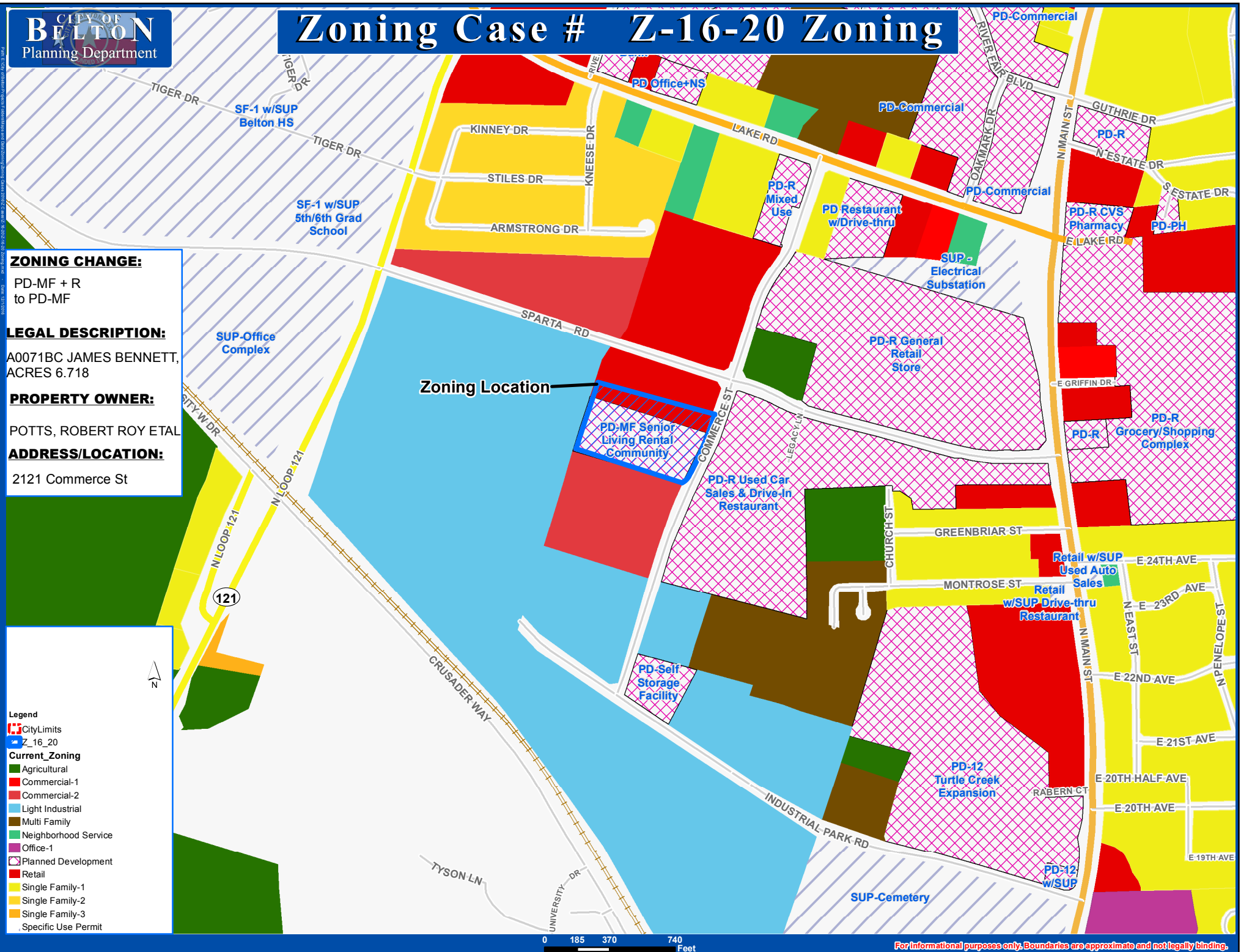
-  City Limits
-  Z-16-20
- Current_Zoning**
-  Agricultural
-  Commercial-1
-  Commercial-2
-  Light Industrial
-  Multi Family
-  Neighborhood Service
-  Office-1
-  Planned Development
-  Retail
-  Single Family-1
-  Single Family-2
-  Single Family-3
-  Specific Use Permit



Zoning Location

0 185 370 740 Feet

For informational purposes only. Boundaries are approximate and not legally binding.



Zoning Case # Z-16-20 Aerial

ZONING CHANGE:

PD-MF + R
to PD-MF

LEGAL DESCRIPTION:

A0071BC JAMES BENNETT,
ACRES 6.718


PROPERTY OWNER:

POTTS, ROBERT ROY ETAL

ADDRESS/LOCATION:

2121 Commerce St

LEGEND

 Z_16_20



0 90 180 360
Feet

For informational purposes only. Boundaries are approximate and not legally binding.

200' Property Owner
Notification Area

ZONING CHANGE:

PD-MF + R
to PD-MF

LEGAL DESCRIPTION:

A0071BC JAMES BENNETT,
ACRES 6.718




PROPERTY OWNER:

POTTS, ROBERT ROY ETAL

ADDRESS/LOCATION:

2121 Commerce St

Legend

-  Z_16_20
-  200' Property Owner Notification Area
-  Tax Appraisal Parcels



0 55 110 220
Feet

**NOTICE OF APPLICATION
FOR AN
AMENDMENT TO THE ZONING ORDINANCE
OF THE
CITY OF BELTON**

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: EMANUEL GLOCKZIN,
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 6.0 ACRES, SPARTA ROAD,
FROM A(N) PLANNED DEVELOPMENT- MULTIPLE FAMILY AND RETAIL ZONING DISTRICT,
TO A(N) PLANNED DEVELOPMENT-MULTIPLE FAMILY FOR AN APARTMENT COMPLEX ZONING DISTRICT.

THE PLANNING & ZONING COMMISSION OF THE CITY OF BELTON, TEXAS WILL HOLD A PUBLIC HEARING PURSUANT TO THIS REQUEST AT **5:30 P.M., Tuesday, December 20, 2016** IN THE WRIGHT ROOM AT THE T.B. HARRIS CENTER, 401 N. ALEXANDER, BELTON, TEXAS.

IF APPROVED BY THE PLANNING & ZONING COMMISSION, THIS ITEM WILL BE PLACED ON THE AGENDA FOR A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL BE AT **5:30 P.M., Tuesday, January 10, 2017**, AT THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET, BELTON, TEXAS.

AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTEN COMMENTS ABOUT THIS ZONING CHANGE BY COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELOW.

IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARING IMPAIRED, PLEASE CONTACT THE CITY CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.

circle one

AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUESTED ZONING AMENDMENT PRESENTED IN THE APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:

1. _____
2. _____
3. _____

(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)

DATE: _____ SIGNATURE: _____

**PLANNING DEPARTMENT
CITY OF BELTON
P. O. Box 120
BELTON, TEXAS 76513
254-933-5812**

94640

POTTS, ROBERT ROY ETAL

3212 RIVER PLACE DR

BELTON, TX 76513-1016

319694

WARD, MICHAEL WAYNE SR

514 STILES DR

BELTON, TX 76513-1417

414800

LEGACY LANDING GROUP LTD

1109 INDUSTRIAL PARK RD

BELTON, TX 76513-1972

94641

POTTS, ROBERT ROY ETAL

3212 RIVER PLACE DR

BELTON, TX 76513-1016

410129

CMH MANUFACTURING INC

PO BOX 8780

MARYVILLE, TN 37802-9780

414801

POTTS, ROBERT ROY ETAL

3212 RIVER PLACE DR

BELTON, TX 76513-1016

196710

BELLTEC INDUSTRIES

PO BOX 270

BELTON, TX 76513-0270

410131

CMH MANUFACTURING

PO BOX 8780

MARYVILLE, TN 37802-9780

SUPERINTENDENT
DR. SUSAN KINCANNON
BELTON I.S.D.
P O Box 269
BELTON TEXAS 76513

**NOTICE OF APPLICATION
FOR AN
AMENDMENT TO THE ZONING ORDINANCE
OF THE
CITY OF BELTON**

DEC 12 2016
DE 7 16

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: EMANUEL GLOCKZIN,
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 6.0 ACRES, SPARTA ROAD,
FROM A(N) PLANNED DEVELOPMENT- MULTIPLE FAMILY AND RETAIL ZONING DISTRICT,
TO A(N) PLANNED DEVELOPMENT-MULTIPLE FAMILY FOR AN APARTMENT COMPLEX ZONING DISTRICT.

THE PLANNING & ZONING COMMISSION OF THE CITY OF BELTON, TEXAS WILL HOLD A PUBLIC HEARING PURSUANT TO THIS REQUEST AT **5:30 P.M., Tuesday, December 20, 2016** IN THE WRIGHT ROOM AT THE T.B. HARRIS CENTER, 401 N. ALEXANDER, BELTON, TEXAS.

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IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARING IMPAIRED, PLEASE CONTACT THE CITY CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.

circle one

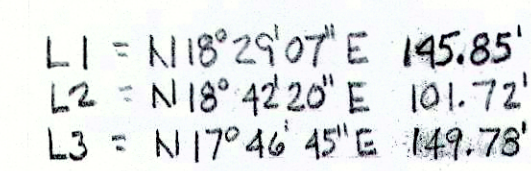
AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUESTED ZONING AMENDMENT PRESENTED IN THE APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:

1. I Approve if they are market rate Apts.
2.
3. I disapprove if the Apts. are low rent.
(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)

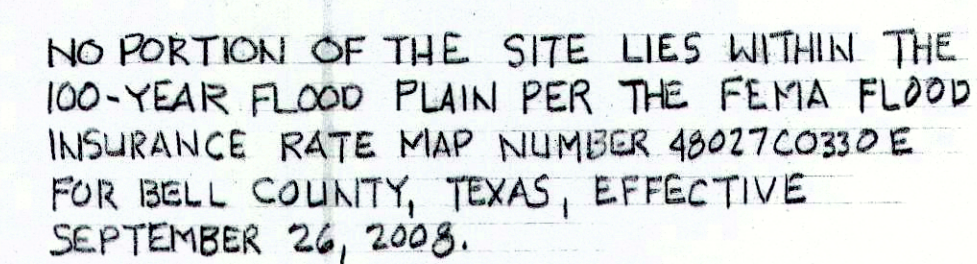
DATE: 12/12/16 SIGNATURE: H. P. [Signature]

**PLANNING DEPARTMENT
CITY OF BELTON
P. O. Box 120
BELTON, TEXAS 76513
254-933-5812**

414800
LEGACY LANDING GROUP LTD
1109 INDUSTRIAL PARK RD
BELTON, TX 76513-1972



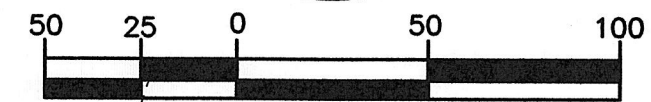
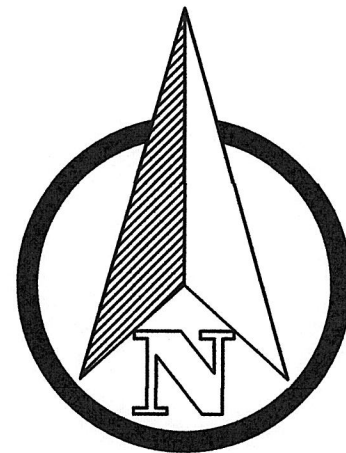
C1 = RADIUS 2088.97' LENGTH 374.59'
CHORD S23°42'28" W 374.09'
C2 = RADIUS 2070.00' LENGTH 3.36'
CHORD S29°27'05" W 3.36'



BELTON, TEXAS

1 1/2 BDRM. UNITS = 2 PER UNIT = $72 \times 2 = 144$
 3 BDRM. UNITS = 2.5 PER UNIT = $16 \times 2.5 = 40$
 TOTAL REQUIRED = 184
 TOTAL SPACES SHOWN = 204

UNIT "A" - 1 BDRM./1 BATH = 24 UNITS
UNIT "B" - 2 BDRM./2 BATH = 48 UNITS
UNIT "C" - 3 BDRM./2 BATH = 16 UNITS
TOTAL = 88 UNITS



TURLEY ASSOCIATES, INC.
ENGINEERING • PLANNING • SURVEYING
www.turley-inc.com

301 N. 3rd St.
Temple, Texas 76501

254.773.2400
fax 254.773.3998

SURVEY FIRM NO. 10056000 • ENGINEERING FIRM NO. 1658

THIS DRAWING IS THE
PROPERTY OF TURLEY
ASSOCIATES INC. AND MUST
BE SURRENDERED UPON
REQUEST. THE INFORMATION
THEREON MAY NOT BE
REPRODUCED WITHOUT THE
WRITTEN PERMISSION OF
TURLEY ASSOCIATES INC.

BOUNDARY SURVEY FOR:
6.000 ACRES
COMMERCE STREET
JAMES BENNETT SURVEY, ABSTRACT NO. 71
BELTON, BELL COUNTY, TEXAS

PREPARED FOR:
CENTRA LAND TITLE COMPANY
2005 BIRDCREEK DR. #100
TEMPLE, BELL COUNTY, TEXAS 76502

The following documents
affect this lot:
Volume 1034, Page 467
volume 1261, Page 88

The following documents
do not affect this lot:
Volume 5167, Page 688

BEING a 6.000 acre tract of land situated in the JAMES BENNETT SURVEY, ABSTRACT No. 71, Bell County, Texas and being a part or portion of that certain called 53 acre tract of land described in a Warranty Deed with Vendor's Lien dated December 31, 1973 from Leland T. Duke and wife, Katherine Duke to Roy Cochran Potts and wife, Dorothea Jean Potts and being of record in Volume 1261, page 88, Deed Records of Bell County, Texas.

STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS, that I
 Michael E. Alvis, a Registered Professional Land
COUNTY OF BELL I Surveyor in the State of Texas, do hereby certify that
this survey was this day made on the ground of the property described
herein and is correct and that there are no discrepancies, conflicts,
shortages in the area, easements, and right-of-ways except as shown
hereon, that this tract of land has access to and from a public road, and
I have marked all corners with monuments.

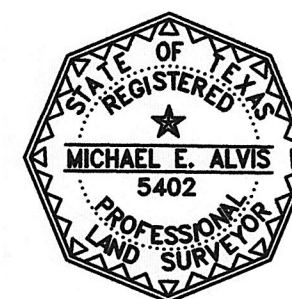
This Property is not within the Special Flood Hazard Area as per the Federal Emergency Management Agency Federal Insurance Administration Map No. 48027C0330E, dated September 26, 2008.

IN WITNESS THEREOF, my hand and seal, this the 2nd day of November, 2016.

Michael E. Alvis, R.P.L.S., No. 5402

Line Table		
Line #	Length	Direction
L1	145.85	N18°29'07"E
CALLS	145.86	S20°13'12"W
L2	101.72	N18°42'20"E
CALLS	101.72	S20°26'25"W
L3	149.78	N17°46'45"E
CALLS	301.71	S19°30'50"W

Curve Table			
Curve #	Length	Radius	Chord
C1	374.59'	2088.97'	S23°42'28"W 374.09'
C2	3.36'	2070.03'	S29°27'05"W 3.36'



REVISIONS

[illegible]

DRAFTSMAN:

TJJ

DATE: _____

November 2, 2016

COMPUTER FILE NAME
161303 b-01.doc

REFERENCE DRAWING NUMBERS:

14-1197, 12569-c, 16019.gb1.dwg

JOB NUMBER:

10 1707

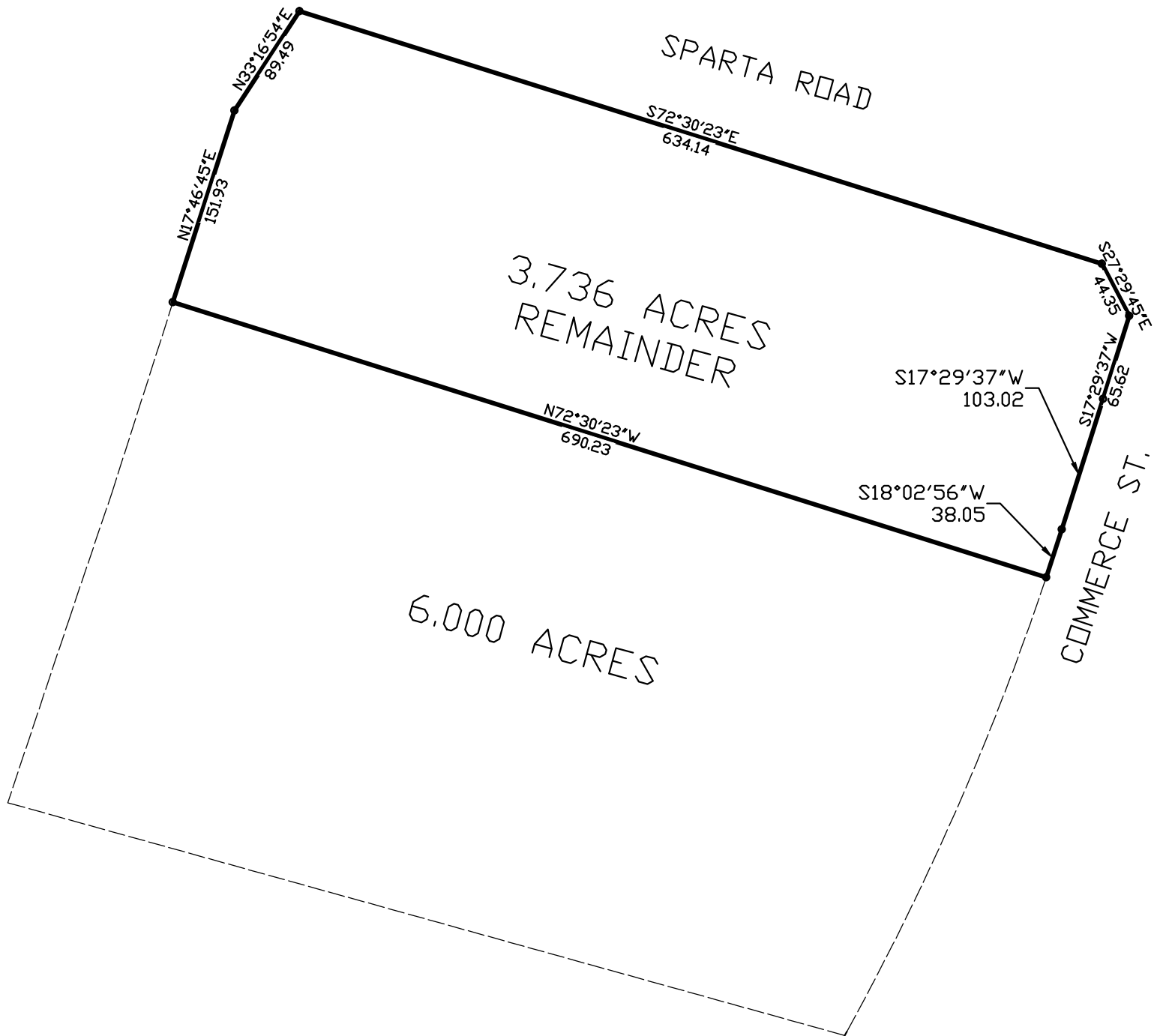
16-1393

DRAWING NUMBER

12067 0

12965-0

10



Staff Report – Planning & Zoning Item



Date: December 20, 2016
Case No.: P-16-34
Request: Final Plat
Applicant: WB Development

Agenda Item

P-16-34 Consider a preliminary/final plat for Three Creeks Subdivision, Phase III, an 18.85 acre tract of land, located generally east of FM 1670 and south of U.S. 190, and adjacent to the north bank of the Lampasas River, located in Belton's Extra Territorial Jurisdiction (ETJ).

Originating Department

Planning – Erin Smith, Director of Planning

Case Summary

This is an 89-lot subdivision proposed for single family residential development.

Project Analysis and Discussion

This is a residential subdivision proposed as Three Creeks Subdivision, Phase III. All of the lots are a minimum of 50' in width in compliance with the Development Agreement. Currently this subdivision contains one entrance known as Three Creeks Boulevard with 120' of right-of-way (ROW) off FM1670 with 574 lots total in Phases I, II, and III. The Development Agreement states that the developer will dedicate 50' of right-of-way and grade and prepare with crushed limestone base 27' wide and provide a 25 foot double penetration/seal coat travel surface of Rocking M Lane from Auction Barn Road to the Municipal Utility District's northern property line within two years from the completion and acceptance of the first roundabout on the arterial roadway known as Three Creeks Boulevard. Therefore, this requirement will be due April 2018. According to the Subdivision Ordinance, any single family residential subdivision within the City of Belton or the City's ETJ shall provide 3 entrances/access streets for subdivisions with more than 101 lots. The development agreement approved by City Council in 2010 included a master plan of the proposed subdivision that identified two points of access and this should be adequate for this subdivision until a connection is made from Three Creeks Boulevard to Shanklin Road in the future, as shown on the City's Thoroughfare Plan.

According to the Subdivision Ordinance, each residential subdivision is required to dedicate sufficient and suitable parkland and/or payment of fees-in-lieu of required parkland. There are a total of 574 lots in Phases I, II, and III and ultimately 1,500 lots for the entire Three Creeks

subdivision; therefore, a total of 5.74 acres of parkland is required at this time and ultimately 15 acres for the entire 1,500 lots in this subdivision. The developer has provided a total of 91.98 acres of parkland that contains several trail networks and pavilions for the residents. This parkland exceeds the Subdivision Ordinance requirements and is consistent with the master plan in the development agreement.

The lots in this subdivision are served by City of Belton water and sewer and Bell County is responsible for the streets and drainage.

We have reviewed the plat and find it acceptable, subject to conditions contained in the letter to the applicant's engineer. Since this proposed subdivision is located in Belton's ETJ, the Bell County Engineer's Office has reviewed this plat and made comments. After Council action, this plat will be taken to Bell County Commissioners Court for action.

Recommendation

Recommend approval of the preliminary/final plat for Three Creeks Subdivision, Phase III, an 18.85 acre tract of land, subject to conditions contained in the letter to the applicant's engineer dated December 8, 2016, and subject to the terms of the development agreement.

Attachments

1. Preliminary/Final Plat Application
2. Preliminary/Final Plat
3. Location Map
4. Overall Plan of Phases I, II, and III
5. Thoroughfare Plan
6. City's Letter to Applicant's Engineer dated December 8, 2016
7. Development Agreement

City of Belton
Request for Subdivision Plat
to the City Council and the
Planning and Zoning Commission

Application is hereby made to the City Council for the following:

- ☐ Preliminary Subdivision Fees due \$ 517.00
☒ Final Subdivision
☐ Administrative Plat
☐ Replat
☐ ETJ
☐ City Limits

Date Received: 11/15/18 Date Due: 11/15/16 (All plans are to be returned to the Planning Department by the 15th day of the month ahead of the next month's P&Z meeting.)

Applicant: Whitis Land Investments, LTD Phone: 254-258-0495
Mailing Address: 3000 Illinois Avenue Killeen, Texas 76543
Email Address: dwhitis@yalgoengineering.com

Owner: Whitis Land Investments, LTD Phone: 254-953-5353
Mailing Address: 3000 Illinois Avenue Killeen, Texas 76543
Email Address: bruce@wbdevelopment.com

Current Description of Property:

Lot: 89 Block: 3 Subdivision: Three Creeks Phase III
Acres: 18.85 Survey: John Lewis
Abstract #: 512 Street Address: FM 1670
Frontage in Feet: _____ Depth in Feet: _____

Does Zoning comply with proposed use? Yes Current Zoning: ETJ
Name of proposed subdivision: Three Creeks Phase III
Number of Lots: 89 Fee: \$ 517.00

Signature of Applicant: _____ Date: 11/8/2016
Signature of Owner: _____ Date: 11/8/2016

PRINTED ON November 10, 2016

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	58.62	35.50'	94°36'58"	S 31°22'44" E	52.19'
C2	124.40'	200.00'	35°38'17"	N 01°53'24" W	122.40'
C3	120.28'	200.00'	34°27'30"	N 02°28'47" W	118.48'
C4	43.75'	200.00'	12°31'57"	S 21°00'56" W	43.66'
C5	119.61'	200.00'	34°15'54"	S 02°34'35" E	117.83'
C6	124.40'	200.00'	35°38'17"	N 01°53'24" W	122.40'
C7	45.00'	225.00'	11°28'42"	S 04°44'57" W	45.00'
C8	45.08'	225.00'	11°28'42"	S 06°44'05" E	45.00'
C9	33.03'	175.00'	10°48'53"	S 14°18'07" E	32.98'
C10	71.63'	175.00'	23°27'03"	S 02°49'51" W	71.13'
C11	33.43'	225.00'	8°30'48"	N 15°27'11" W	33.40'
C12	43.35'	225.00'	11°02'17"	N 05°40'59" W	43.28'
C13	43.68'	225.00'	11°07'27"	S 05°24'13" W	43.62'
C14	70.23'	175.00'	22°59'39"	N 08°12'43" W	69.76'
C15	38.62'	175.00'	12°38'38"	N 09°36'26" E	38.54'
C16	17.34'	10.50'	94°36'58"	S 31°22'44" E	15.44'
C17	54.13'	225.00'	13°47'03"	S 06°26'31" W	54.00'
C18	10.19'	225.00'	2°35'42"	S 14°37'54" W	10.19'
C19	54.13'	225.00'	13°47'03"	S 07°20'32" E	54.00'
C20	21.50'	225.00'	5°28'28"	S 16°58'18" E	21.49'
C21	47.86'	175.00'	15°40'07"	N 11°52'29" W	47.71'
C22	57.39'	175.00'	18°47'23"	N 05°21'16" E	57.13'
C23	37.36'	175.00'	12°13'53"	S 20°51'54" W	37.29'
C24	49.22'	225.00'	12°31'57"	N 21°00'56" E	49.12'
C25	54.13'	225.00'	13°47'03"	S 05°31'32" W	54.00'
C26	54.13'	225.00'	13°47'03"	S 08°15'32" E	54.00'
C27	34.45'	175.00'	11°16'39"	S 14°04'13" E	34.39'
C28	74.41'	175.00'	24°21'38"	N 03°44'56" E	73.85'
C29	18.82'	60.51'	17°49'03"	S 07°05'58" W	18.74'
C30	35.91'	60.51'	34°00'11"	N 18°55'50" W	35.39'
C31	35.90'	60.50'	34°00'11"	N 52°53'35" W	35.38'
C32	9.28'	60.50'	8°47'33"	S 74°17'27" E	9.27'
C33	17.90'	225.00'	4°33'29"	N 17°25'48" W	17.89'
C35	9.16'	225.00'	2°19'55"	S 13°35'01" W	9.16'
C36	28.41'	225.00'	7°14'06"	S 16°05'29" E	28.39'
C37	21.39'	225.00'	5°26'47"	N 13°12'22" E	21.38'
C38	14.10'	225.00'	3°35'27"	N 12°45'40" E	14.10'

VICINITY MAP
NTS



REV.	DESCRIPTION	DATE	BY	PROJECT INFORMATION	BENCHMARK
				TOTAL SIZE: 18.85 ACRES TOTAL BLOCKS: 3 TOTAL LOTS: 89	CONCRETE TXDOT MONUMENT - BEARING N 24°53'19" W, 3155.33 FEET FROM P.O.B.
1	ORIGINAL RELEASE	11-15-2016	DBW		TEXAS STATE PLANE COORDINATE SYSTEM, NAD1983(2011) DATUM, TEXAS CENTRAL ZONE, NO. 4203. N: 10351347.069 E: 3179235.144 Z: 705.50' (NAVDS8 DATUM-GEOID12A)
PROJECT NUMBER: TC03		CLIENT NAME: WBW DEVELOPMENT GROUP - SERIES 029			
APPROVED BY: SAB		CLIENT LOCATION: KILLEEN, TX			
AUTHORIZED BY: WBW					

FINAL PLAT OF THREE CREEKS PHASE III BELTON E.T.J., BELL COUNTY, TEXAS				Yalgo, LLC 3000 Illinois Ave., Suite 100 Killeen, TX 76543 PH (254) 953-5353 FX (254) 953-5057 Texas Registered Engineering Firm F-10264 Texas Registered Surveying Firm 10194095	SHEET 1 OF 2
--	--	--	--	--	-----------------------



PRINTED ON November 10, 2016

REV.	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	11-15-2016	DBW

PROJECT NUMBER: TC03	CLIENT NAME: WBW DEVELOPMENT GROUP - SERIES 029
APPROVED BY: SAB	CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW	

GRAPHIC SCALE

0

100'

200'

300'

0

1"

2"

3"

IN FEET

BENCHMARK

CONCRETE TXDOT MONUMENT - BEARING
N 24°53'19" W, 3158.33 FEET FROM P.O.B.

TEXAS STATE PLANE COORDINATE
SYSTEM, NAD1983(2011) DATUM,
TEXAS CENTRAL ZONE, NO. 4203.
N: 10351347.069
E: 3175235.144
Z: 705.50' (NAD83 DATUM-GEOID12A)

FINAL PLAT OF
THREE CREEKS PHASE III
BELTON E.T.J., BELL COUNTY, TEXAS

Yalgo, LLC

3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057

Texas Registered
Engineering Firm F-10264

Texas Registered
Surveying Firm 10194095

SHEET
2
OF
2

P-16-34 Three Creeks Phase III - ETJ



PROPOSED PLAT:

Final Plat
Three Creeks Phase III
18.85 Acres

PROPERTY OWNER:

WHITIS LAND-
INVESTMENTS LTD

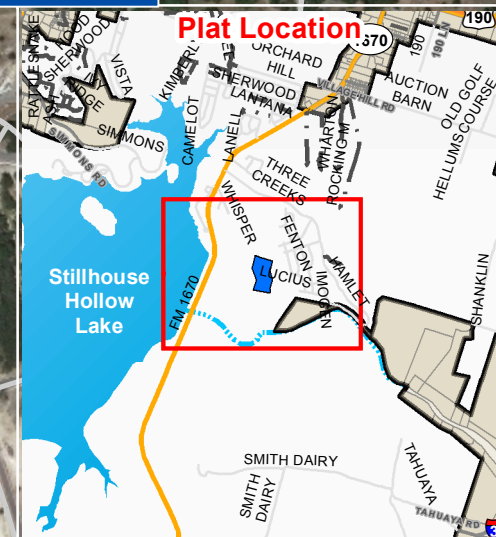
LEGEND

 P-16-34
 CityLimits



0 200 400 800
Feet

For informational purposes only. Boundaries are approximate and not legally binding.



P-16-34 Three Creeks Phase III - ETJ

Proposed Three Creeks Phase III



PROPOSED PLAT:

Final Plat
Three Creeks Phase III
18.85 Acres

PROPERTY OWNER:

WHITIS LAND-
INVESTMENTS LTD

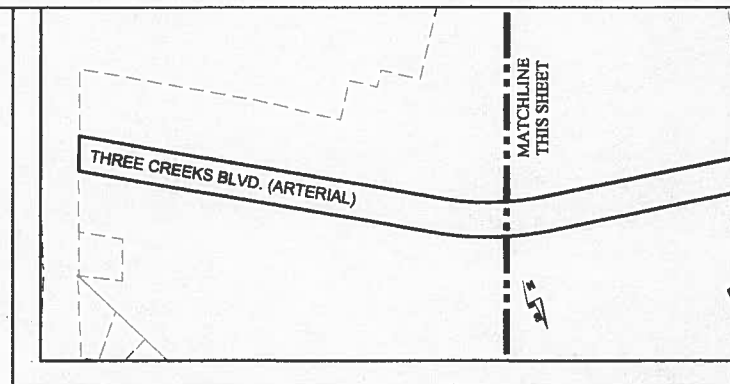
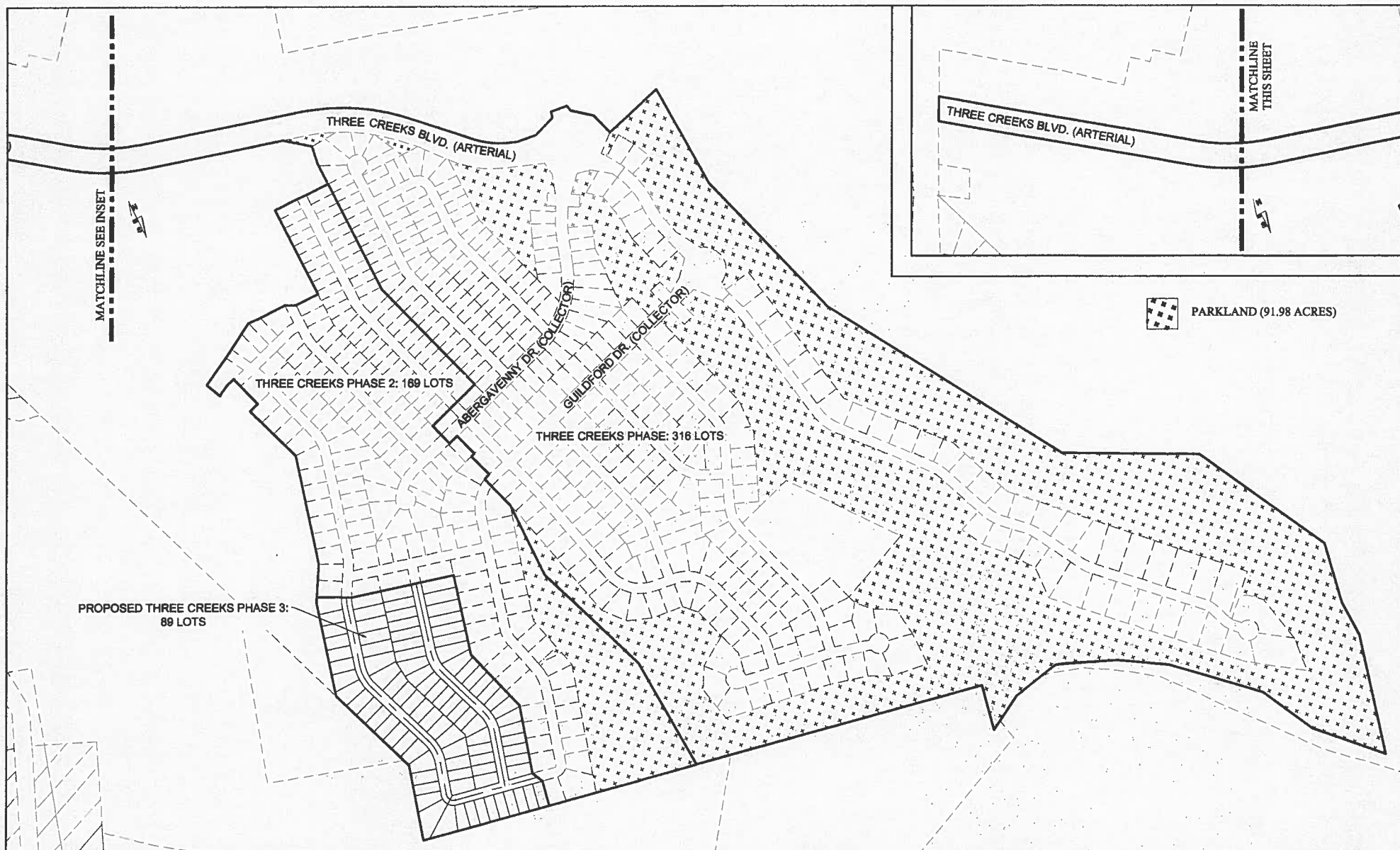
Legend

-  P-16-34
-  CityLimits



0 90 180 360
Feet

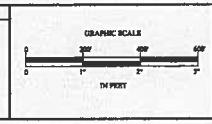
For informational purposes only. Boundaries are approximate and not legally binding.



 PARKLAND (91.98 ACRES)

REV	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	12-13-2004	TWP
PROJECT NUMBER: TCRD			
CLIENT NAME: WWM DEVELOPMENT GROUP			
CLIENT LOCATION: IRLAND, TX			
APPROVED BY: TWP			
AUTHORISED BY: WWM			

PROJECT INFORMATION	
TOTAL SIZE:	296 ACRES
TOTAL LOTS:	754

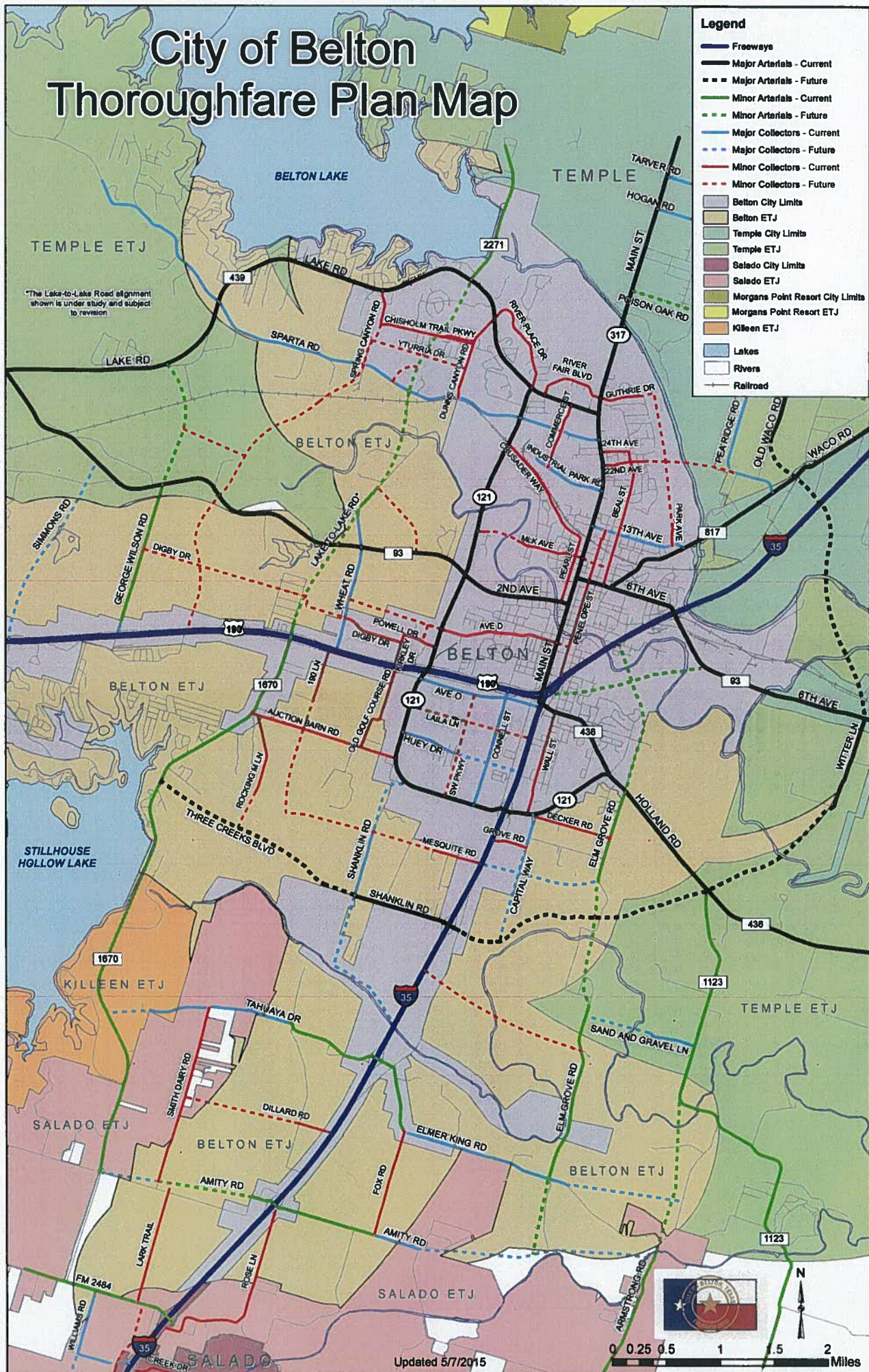


BENCHMARK
 CONCRETE TYPICAL MONUMENT - GRABING
 H/SP/TP/TP W. 214.33 FEET FROM P.O.B.
 TEXAS STATE PLANS COMMUNITY
 OVERSEA, HAWTHORN (1) DAYTIME
 TEXAS CENTRAL, DOWNS, NO. 400
 N. 4851347.889
 S. 4851347.889
 S. 4851347.889

OVERALL PLAN PHASES 1, 2, & 3
THREE CREEKS
BELTON E.T.J., BELL COUNTY, TEXAS

Yalco, LLC
 3000 Blount Ave., Suite 100
 El Paso, TX 79903
 PH (254) 933-3353
 FX (254) 933-3057
 Texas Registered
 Engineering Firm F-10564
 Texas Registered
 Surveying Firm 18194095

City of Belton Thoroughfare Plan Map





City of Belton

Planning Department

December 8, 2016

Applicant: Whitis Land Investments LTD

Date Submitted: 11-14-16

Project: Three Creeks, Phase III ETJ – Final Plat

Location: 18.85 Acres, Belton, Texas 76513

*****Please comment back in red under the comments submitted on this sheet.*****

Planning:

1. Please submit an overall plan that shows Three Creeks, Phases I and II and the proposed Phase III to include in the upcoming P&ZC and Council meeting packet. Please also identify the parkland on this plan with the acreage and the collector and arterial streets.
2. Please confirm the total amount of parkland that currently exists in this subdivision. This information is needed for the upcoming P&ZC and Council meeting packet.
3. Please include all setbacks on the plat.
4. The plat states 10' UUE. Please revise that to state 10' PUE.
5. How many lots will there be in total for Phases I, II, and III? I calculated a total of 574 lots. Please confirm this calculation.
6. Please submit the plat to all utility providers and Clearwater UCD for review and provide their comments to the City. The utility provider form is attached.
7. Please submit the restrictive covenants for this phase to staff after recording.

Public Works/KPA:

1. Sheet 3 of 18. District Notes. Add the City of Belton City Engineer to contact list for Item 1. Contact number is (254) 933-5823.
2. Please see attached revised water meter box detail. Due to the City of Belton use of AMI meters, please change the detail on Sheet 16 to the attached.
3. Relocate the fire hydrant on Rosaline approx. 20' to the east; this will place the fire hydrant at the northwest corner of Rosaline and Perdita.
4. Relocate the fire hydrant on Othello between lots 22 & 23. This will improve the fire hydrant coverage in this phase. This will require some reconfiguring of the sewer service locations so that the TCEQ separation requirement is met.
5. Change the single water service line to Lot 38 to a double water service to also serve Lot 39. There is a double service line shown to be serving Lots 1 and 39 off of Rosaline. Although Lot 39 can now be served off of Othello, keep the double service on Rosaline so the City of Belton can install a sample station on the redundant service line off of Rosaline. This location is preferable for a sample station as it will be located along a side yard and likely a fence line.
6. Change clean out number 20 at the end of Perdita to a manhole.
7. Sheet 4 Comments

- a. General Note 8. The City of Belton requires casing pipe for all water services crossing a street. The casing pipe on services can be PVC, must be white in color and must bell and spigot pipe with gasket joints.
 - b. General Note 9. All poly wrap shall have the AWWA approved stamp on the side of material.
 - c. TCEQ Water Distribution Notes Note 2. Send a copy of TCEQ's conditional approval letter to the City of Belton.
 - d. TCEQ Water Distribution Notes Note 15. The City of Belton requires casing pipe to be steel (thickness requirement is based on size); use Raci spacers and seal the ends with a rubber fitted end seal.
 - e. TCEQ Water Distribution Notes Note 21. Identify the City of Belton as a 2nd party in the chain of command to the lab so that test results are sent to the City of Belton and the contractor simultaneously. Also, a city inspector shall be on site when the samples are taken so that they can verify the chlorine residual is correct, the station number and street are correctly identified on the paper work to be submitted to the lab with the sample.
8. Sheet 18 General Embedment Notes. The City's design manual and specs are being updated to correct the following items. The Engineer may use the draft revised notes as an option, or add/delete/modify the text in the PDF.
- a. Note 1. Add that sand is only used for water or force mains.
 - b. Note 3. Pea gravel is not allowed on water or sewer construction.
 - c. Note 8. Modify sentence to state "All concrete encasements *and thrust blockings* must be...".

Building Official:

No comments.

Fire Department:

No comments.

Police Department:

No comments.

GIS:

No comments.

Bell County:

See attached.

Note: Acceptance by the City of Belton of a plat, zoning change, conceptual drawing, construction drawing, or other development submittal complying with City of Belton minimum standards for drainage does not provide approval beyond what the City may authorize. Approval is limited, and this approval does not limit any obligations you may have under applicable state statutes, such as the Texas Water Code, or federal statutes. You should consult with your own professionals as you continue to pursue this development project.



County Engineer

P. O. Box 264 • Belton, Texas 76513 • (254) 933-5275 • Fax (254) 933-5276

BRYAN NEAVES, P. E.

December 7, 2016

Mr. Scott Brooks P.E.
Yalco Engineering LLC
3000 Illinois Ave. Ste.100
Killeen, Texas 776543

Re: Three Creeks Phase III- City of Belton ETJ

Mr. Brooks,

After reviewing the plat and construction plans submitted to this office on November 23, 2016 by the City of Belton, the following are the County's comments:

Subdivision Regulations:

- 204.11- Restrictions- please provide a copy of any restrictions or covenants that may apply to the proposed subdivision.
- 204.14- Floodplain- Please include a floodplain statement on the plat.
- 204.15- Acreage & Length- Include an Acreage & Length statement regarding the proposed right-of-way's and street lengths on the plat. Please breakdown the statement by street.
- 204.16- Compliance- A letter of compliance is required.
- 204.18- County Clerk- Include an approval block for the County Clerk on the plat.
- 301-Utilities- Please provide certification that all utility providers have been provided the opportunity to review and comment on the proposed subdivision.
- Please provide a copy of the geotechnical report for the proposed subdivision phase.
- Label the location of the street name change (Rosaline/Othello) on the plat.
- There are two separate sections of street, one on Othello (Sheet 10) and the other on Rosaline (Sheet 12) that are less than the minimum slope of 0.50%. These will need to be revised.
- The Drainage Analysis provided is for Three Creeks, Phase II. Please provide a Drainage Analysis for Three Creeks, Phase III.

Sincerely,

Steve Eubanks
Engineering Technician
Bell County- Land Development

**DEVELOPMENT AGREEMENT AND CONSENT
TO CREATION OF BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
AND DEVELOPMENT OF THE LA CACHETTE DEVELOPMENT**

STATE OF TEXAS

COUNTY OF BELL

This Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development ("Agreement") is by and between the CITY OF BELTON, TEXAS (the "City"), located in Bell County, Texas, and W&B DEVELOPMENT II, LLC, a Texas limited liability company (the "Developer"). Upon final creation of Bell County Municipal Utility District No. 1, under Chapters 49 and 54 of the Texas Water Code (the "District"), the District shall join in this Agreement and be bound by its terms, conditions, and provisions. The City, Developer and the District are sometimes referred to individually herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Developer owns approximately 540 acres of land (the "Land"), as more particularly described by metes and bounds on the attached Exhibit "A";

WHEREAS, the Developer intends to create the District in order to develop the land in accordance with the Master Land Plan referred to herein and in compliance with all legal requirements of the City and the District;

WHEREAS, a portion of the Land is located within the extraterritorial jurisdiction of the City ("ETJ") and a portion of the Land is located within the corporate limits of the City;

WHEREAS, the City has determined that, pursuant to the terms of this Agreement, the creation of the District will benefit the environment and the public health, safety and welfare of its citizens;

NOW, 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 the City Rules (as hereinafter defined), the following terms and phrases used in this Agreement shall have the meanings set out below.

a. Agreement: This Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development by and between the City and the Developer.

- b. City: The City of Belton, Texas, located in Bell County, Texas.
- c. City Rules: The City Charter, ordinances, rules, regulations, standards adopted by ordinance and any amendments to the City Charter provisions, ordinances, rules, regulations or standards adopted by ordinance that are subsequently adopted by the City.
- d. County: Bell County, Texas.
- e. Design Standards: The standards for development of the Land set forth in **Exhibits "E" and "E-1"**.
- f. Developer: W&B Development II, LLC or its successors and assigns under this Agreement.
- g. District: Bell County Municipal Utility District No. 1 to be created over the Land in the area shown in **Exhibit "B"** save and except the area that will remain within the City limits as shown on **Exhibit B-1**.
- h. Easement: the easement granted by the Developer pursuant to Section 2.01e and Article VII, in the form attached as **Exhibit "C"** unless otherwise agreed to by the parties.
- i. Effective Date: The date this Agreement is approved by the City Council of the City.
- j. ETJ: Extraterritorial jurisdiction.
- k. Facilities: Both the Off-Site Facilities and the On-Site Facilities.
- l. Land: 540 acres of land, more or less, described by metes and bounds on **Exhibit "A"**.
- m. Master Land Plan: The land plan for the Land that is attached as **Exhibit "D"**.
- n. Maximum Bond Authorization: The total amount of bond indebtedness that may be issued by the District under this Agreement, which may not exceed the total amount shown on **Exhibit "G"**, related to bondable infrastructure; provided that the maximum amount as of the effective date of this Agreement shall be increased from time to time using the closest regional consumer price index for construction ("CPI") and provided that the Maximum Bond Authorization may never be less than \$15,500,000.
- o. Notice: Notice as defined in Section 10.01.
- p. Off-Site Facilities: All water and wastewater facilities situated outside of the Land that are reasonably required or necessary to serve the Land constructed between the point of construction to the City's facilities and the Project, which shall comply with

all requirements as described in Section 6.01 and be financed and constructed pursuant to Section 6.03.

q. On-Site Facilities: All water, wastewater and drainage facilities internal to the Land that are necessary to serve the Land and that are financed and constructed pursuant to Section 6.02.

r. Person: An individual human, partnership, co-partnership firm, company, limited liability partnership or other partnership or other such company, joint venture, joint stock company, trust, estate, governmental entity, association or corporation or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

s. Project: The development of the Land in accordance with the uses set forth herein and in accordance with the Master Land Plan.

t. Retail Public Utility: Any person, corporation, public utility, water supply or sewer service corporation, municipality, political subdivision or agency operating, maintaining or controlling in this state facilities for providing potable water service or sewer service, or both, for compensation.

u. Term of Agreement: The Term of this Agreement shall be for a period of 40 years beginning on the Effective Date, and as may be renewed as described herein.

v. TCEQ: The Texas Commission on Environmental Quality, or successor agency.

ARTICLE II. MUNICIPAL UTILITY DISTRICT

Section 2.01 Consent to Creation of District and Annexation by District.

a. The City acknowledges receipt of the Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code for creation of the District over the Land that may exercise all powers granted by Chapters 49 and 54 of the Texas Water Code subject to the terms and conditions of this Agreement. The City has approved the resolution attached as Exhibit "F", consenting to the inclusion of the portions of the Land described on Exhibit "B", save and except the area that will remain within the City limits as shown on Exhibit B-1 within the District subject to the terms, conditions and provisions of this Agreement. The City agrees that this resolution will be deemed to constitute the City's consent to the creation of the District on the Land. No further action is required on the part of the City to evidence its consent; however, the City agrees to provide any additional reasonably required confirmation of its consent that may be required by the Developer or the District if requested to do so.

b. The City shall disannex the area(s) of Land that are to be included within the District shown and described in **Exhibit "B-1"** as land to be disannexed.

c. Pursuant to Section 54.016(e) of the Texas Water Code, the City's consent may contain a restriction on the terms and provisions of the District's bonds and conditions on the sale of that District's bonds as set forth herein in Article IV. The District intends to issue bonds for wastewater system infrastructure, waterworks system infrastructure, service fees, the arterial street shown on the Master Land Plan, drainage and storm water control infrastructure, the On-Site Facilities, its share of the Off-Site Facilities and related soft costs for such infrastructure as permitted pursuant to Chapter 49 of the Water Code and Chapter 54 of the Water Code. To the extent permitted by law, the District shall reimburse the Developer for the costs associated with the construction of such infrastructure necessary to serve the District and any other infrastructure costs that may be reimbursed in accordance with TCEQ rules and regulations and in compliance with this Agreement.

d. The District may not issue bonds for items other than those listed in **Exhibit "G"**, attached hereto and incorporated herein for all purposes, and infrastructure that will be ultimately owned by the District, the City or Dog Ridge WSC, in order to ensure the City is not required to assume debt associated with facilities that will not be owned by the City upon annexation other than facilities owned by Dog Ridge WSC. The District may also issue bonds, provided the total amount of bonds issued by the District shall not exceed the Maximum Bond Authorization, for the purpose of purchasing committed capacity in, or paying for contract rights with the City and related to, water supply or wastewater treatment or collection facilities and services, subject to TCEQ rules and regulations. The District may, in its sole discretion, finance the oversizing of water, sewer, or drainage facilities to serve areas within the Land that are outside the District provided that the requirements of 30 TAC § 293.44(a)(8) are satisfied. The City consents to the Developer taking such action as is authorized by State law to enable the issuance of bonds to fund the costs of the design and construction of the east-west arterial with roundabouts referenced in Section 7.06. The Developer and District agree that bonds may not be issued to fund the cost of any other streets or roadways. It is specifically provided, however, that notwithstanding any other term or provision of this Agreement, the District may not issue a total of more than the Maximum Bond Authorization.

e. Developer shall grant to the City by separate legal instrument and by notation on the plat for each section or phase of the subdivision in the District the Easement over all the streets, utility easements and rights-of-way, whether public or private, shown and set forth and dedicated on the plat of each section or phase in the each subdivision of the District in a form substantially similar to that set forth in **Exhibit "C"**. The Easement document for each section or phase of the subdivision shall be recorded in the real property records of Bell County immediately prior to the time that the final plat for each respective section or phase of each subdivision is recorded. The Easement shall grant and convey to the City an ownership interest in all such streets, utility easements and rights-of-way and the legal authority to require any utility or public service provider, excluding the District, to pay franchise or usage fees, or fees in lieu thereof as provided

by state law, and the authority to provide or contract with third parties to provide services, and to control, manage, regulate, franchise, license and administer the use and occupancy of such streets, easements and rights-of-way by third parties, e.g. utilities, cable television, solid waste and public service providers, for the purpose of providing any service or product to adjoining or abutting property or to any other property within the Land, and shall provide that the Developer may not grant such authority to any other person. The Easement shall convey to the City an interest in real property for the City, its licensees, franchisees and permittees, to provide utility and public services, charge and collect fees therefore on the same basis as for public streets within the City, and regulate and control such streets, easements and rights-of way for the purposes described in this Section and Agreement in substantially the same manner that it exercises such authority and power over the streets, easements and rights-of-way located within the City, including, but not limited to, the power to demand and require third parties to obtain a franchise, license or permit for the use and occupancy of the streets, easements and rights-of-way, and to repair, in compliance with City established standards and specifications, all cuts, excavations and damages made by those parties within such streets, easements and rights-of-way. The Easement shall further provide a specific exception that authorizes the District's use of such streets, easements and rights-of-way for water, wastewater and drainage facilities that are constructed, installed, maintained or operated by or on behalf of the District, which exception is not assignable; provided that any political subdivision or retail public utility, other than the District, that owns the water, wastewater, or drainage facilities will be required to obtain a franchise or license from the City, or otherwise make such reports and fee payments as provided by state law for public streets within the City. This subsection is not intended to limit the District's ability to contract with a qualified operator to maintain and operate the water and wastewater facilities, if the City terminates its agreement to maintain and operate the water and wastewater facilities and system.

f. The Parties individually and collectively agree the Easement does not conflict with Section 54.234 of the Texas Water Code as to road powers of a municipal utility district.

g. The District may not annex any additional property located outside the Land into its boundaries without the prior written consent of the City.

Section 2.02 Filing of Budget and Audit Report. The District shall file a copy of its annual audit and a copy of its approved budget for each fiscal year showing projected expenses and revenues with the City Clerk and the City Manager of the City within thirty (30) days after approval of those documents by the District's Board of Directors.

Section 2.03 Annexation by City.

a. The Land lies within the city limits and ETJ of the City. The creation of the District and the City's consent thereto, are for the purpose of promoting the orderly development and extension of utility services to the Land.

b. In furtherance of the purposes of this Agreement, the Developer agrees, on behalf of itself, and its successors and assigns, and, upon the District's joinder in this Agreement, the District shall covenant and agree, to the extent allowed by law, that, except upon written consent of the City Council of the City, it shall not: (1) seek or support any effort to incorporate any of the Land, or any part thereof; or (2) advocate the circulation or signing of, or sign, join in, or direct to be signed, any petition seeking to incorporate any of the Land, or to include any of the Land within any incorporated entity other than the City, (3) seek or support any effort to remove the Land, or any part thereof, from the ETJ, or advocate the circulation or signing of, or sign, join in, or direct to be signed, any petition seeking to remove the Land, or any part thereof, from the ETJ or (4) judicially challenge the validity of any term, provision or condition of this Agreement. The Parties further agree that, if Developer or the District violates the foregoing, that the purpose of this Agreement will be frustrated, and the provisions of Article III will apply; provided that, notwithstanding Article III, the City may in the sole discretion of the City Council, terminate this Agreement.

c. The Developer and District further agree to support and cooperate with the City in the orderly annexation of the Land by the City, as provided in this Agreement. The Parties further agree that, if the Texas Legislature modifies or amends state law in a manner having the effect of limiting or curtailing the City's ability to annex the Land for full purposes in accordance with the provisions of this Agreement, that the purpose of this Agreement will be frustrated, and the provisions of Article III will apply; provided that, notwithstanding Article III, if such legislative action is taken, the City may, in the sole discretion of the City Council, terminate this Agreement. To the extent allowed by law, the City, the Developer and the District further agree that this Agreement controls in the event of a conflict with current or future laws.

d. Before annexation of the District, the City, in the discretion of the City Council and if requested by the District, may negotiate with the District a strategic partnership agreement pursuant to Texas Local Government Code Section 43.0751, under which the District shall become a limited district that owns and maintains the parks and amenities located in the District, with the ability to enforce restrictive covenants. It is acknowledged that creation of a limited district, with separate taxing authority from that of the City, shall require approval by the voters in the District. If such an agreement is proposed, the District shall give reasonable public notice, and all public notice required by law, to the residents of the District. Any limited district that is created shall file its annual budget and audit with the City, and comply with the applicable terms and provisions of this Agreement, in the same manner as is provided for the District.

e. City may annex or dissolve the District, subject to full compliance with state law, on the earlier to occur of one of the following events: (i) 10 years after the Effective Date of this Agreement; or (ii) one hundred percent (100%) by dollar amount of the total road, water, wastewater and drainage facilities for which the District bonds may be authorized ("requisite percentage of District facilities") have been constructed, (iii) Developer has been fully reimbursed by District for District's facilities in accordance with the rules of TCEQ or (iv) default under the Agreement by the Developer or District for which notice and opportunity to cure has been given under Section 9.03.a. and

remains uncured. The annexation process may be completed and the District included within the corporate boundaries of the City at any time permitted above. Unless a limited district is created as set forth above, the District shall be dissolved on the date and in the manner specified in the City ordinance completing such annexation, but in no event more than 90 days after the effective date of such annexation. Upon the dissolution of the District, the City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District.

ARTICLE III. FRUSTRATION OF PURPOSE

Section 3.01 Frustration of Purpose.

a. The Developer agrees, on behalf of itself and its successors and assigns and, upon the District's joinder in this Agreement, the District will covenant and agree, that it will not seek or support, or cause to be sought or supported, legislation, or any legal action, for the purpose of causing, or that causes, any term of this Agreement to be ineffective, invalid, or unenforceable. If any word, phrase, clause, sentence, paragraph, section or other part of this Agreement is modified in whole or in part as a result of valid, retroactive, mandatory and material modifications or amendments to the underlying statutory authority for this Agreement and such modifications or amendments also limit the City's Charter authority for this Agreement, or a final judicial decree for which all appeals have expired or been exhausted imposes or results in a material limitation on the authority for this Agreement, then the parties agree and understand that the purpose of this Agreement may be frustrated. It is specifically provided that it will be an incurable default if the City, the Developer, the District or any entity or person in privity with the Developer or the District lobbies, advocates or seeks legislation on behalf of that entity that is inconsistent with the authority for, or the terms of, this Agreement, and the City, the Developer or the District thereafter attempts to rely upon or claim the benefits of such legislation with respect to this Agreement.

b. If one Party contends that a frustration of purpose has occurred as described in Section 2.03.c, or otherwise as provided in this Agreement, that Party shall notify all other Parties in writing of the alleged frustration of purpose and the factual and legal basis for that claim.

c. The Parties agree that upon receipt of notice of an alleged frustration of purpose, the Parties shall meet and confer and attempt to amend or revise the Agreement to accomplish to the greatest degree practical the same purpose and objective of the portions of this Agreement affected by the frustration of purpose.

d. If the Parties cannot agree within 90 days of one Party notifying the other Parties in writing of an alleged frustration of purpose to a mutually agreeable amendment or revision to this Agreement, any Party may thereafter file a court action within 30 days of such notice, seeking a declaration that a frustration of purpose has occurred. If no Party files such an action within 30 days as described above, then no frustration of

purpose shall have occurred, and this Section 3.01 shall be inapplicable unless and until any Party sends another notification pursuant to Section 3.01.c.

e. If a court of competent jurisdiction issues an order, which becomes final because of the exhaustion, or expiration, of all appellate rights ("Final Order"), and which Final Order adjudicates that the Agreement has had its purpose frustrated; then the Parties shall attempt for 90 days to amend or modify this Agreement to the extent necessary to address the frustration of purpose declared by the Final Order. The Parties agree that they shall attempt to amend or revise this Agreement to the greatest degree practical to accomplish the same purpose and objective of the part of this Agreement that has been frustrated as declared by the court or arbitration panel. If the Parties cannot agree on any such amendment or revision within 90 days from the date of the Final Order, then any Party may:

- (i) Terminate this Agreement, and this Agreement will no longer apply to the Land. It is the intent of the Parties that, to the extent allowed by law, the Land shall return to its jurisdictional status as the property existed on the date immediately before the Effective Date of this Agreement.
- (ii) Notwithstanding Section 3.01.e.(i) above, any portion of the Land that has not yet been annexed, but for which wastewater service or water service has been made available or for which wastewater service or water service is planned and for which a contract has been awarded for construction of infrastructure to provide wastewater service or water service to that portion of the Land, the City may annex such areas after termination of this Agreement pursuant to this Section 3.01; and
- (iii) If this Agreement is not terminated by any Party within 60 days after such 90 day post final judgment, amendment or revision period, the City may, at its sole option, proceed to annex for full purposes those portions of the Land that have not been previously annexed for full purposes.

ARTICLE IV. ISSUANCE OF BONDS

Section 4.01 Purposes. Subject to the limitations set forth in Section 2.01, the District may issue bonds or notes for the purposes of the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, or contract rights, necessary to (a) provide a water supply for municipal uses, domestic uses, and commercial purposes; (b) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; (c) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (d) pay those expenses authorized pursuant to Section 49.155 of the Texas Water Code; and (e) design, acquire, construct, finance, and convey the arterial street and roundabouts

referenced in Section 7.06 to the City or the County, as applicable, for operation and maintenance as authorized pursuant to Section 54.234 of the Texas Water Code. The District may reimburse the Developer up to the Maximum Bond Authorization and for purposes only as authorized by TCEQ rules and regulations. The District will structure the amortization of each bond series it issues in a manner which, when compared with any previously issued bonds of the District and the District's anticipated net taxable assessed valuation, will target a total District tax rate of \$0.85 per \$100 property valuation.

Section 4.02 Notice to City. The District may issue bonds and notes, including bond anticipation notes and revenue notes, only after notifying the City of its intention to do so as provided in Section 4.03 and at least 30 days before the anticipated date of execution of the proposed bond or note purchase agreement.

Section 4.03 Notice of Bond Sale. Except as provided in Section 4.06, at least 30 days before submission of an application for the approval of the District's issuance of any bonds, to the TCEQ or its successor agency, the District will deliver a notice to the City containing: (a) the amount of bonds being proposed for issuance; (b) a description of the projects to be funded by the bonds; and (c) the date that the bonds will finally mature and be paid in full. For bonds not subject to City review or approval described in Section 4.06, at least seven days before submission of an application for approval of the issuance of the bonds to the Attorney General, the District will deliver a notice to the City containing (a) the amount of the bonds being proposed for issuance; (b) a description of bonds to be refunded; and (c) the expected debt service savings.

Section 4.04 Submittal of Bond Application. No later than five days after the filing of any bond application with the TCEQ, the District will provide the application to the City. The City shall consent to the issuance of each series of bonds within 30 days of receiving the application, provided that the bonds conform with the requirements of this Agreement and the Developer and District are in compliance with the requirements of this Agreement. The City's consent shall not be unreasonably withheld and shall be deemed given if the City does not consent to, or object to, issuance of the bonds within the required time period.

Section 4.05 Bond Objections. Any City objection to the bonds must (a) be in writing, (b) be given to the District within 30 days from the date of the City's receipt of the district's notice under Section 4.03 of this Agreement; (c) be signed by the city manager or finance director of the City, and (d) specifically identify non-compliance or default and reference the provision in this Agreement that applies. If a City objection is made as required by this Section, the City and the District will use good faith efforts to resolve the City objection within 30 days, during which time the District will not proceed with the sale of the Bonds to which the City objection applies.

Section 4.06 Sale of Bonds or Notes. The District may proceed to obtain the necessary authorization for issuance of its bonds or notes for the financing of the purchase or construction of its road, water, wastewater and drainage facilities before or simultaneously with the issuance of bonds or notes for any other purposes. Anything in this Article IV to the contrary notwithstanding, no City review or approval shall be required in connection with: (a) an advance bond or note refunding that (1) has a final maturity no longer than the final maturity on the refunded bonds or notes, (2) achieves a net present value savings of at least three percent, and (3)

has savings that are substantially or fairly uniform over each maturity of bonds or notes being refunded; or (b) any current bond or note refunding that (1) has a final maturity no longer than the final maturity on the refunded bonds or notes, (2) achieves a net present value savings, and (3) has savings that are substantially or fairly uniform over each maturity of bonds or notes being refunded. It is specifically agreed that the District's bonds or notes, when issued, may be secured by a pledge of the District's taxes and/or revenues, as required by market conditions at the time of issuance.

Section 4.07 Official Statements. Within 30 days after the District closes the sale of any series of Bonds, the District shall deliver a copy of the final official statement for such bonds to the City. If the City requests any additional information regarding the District's bonds, the District will promptly provide the information it has in its files to the City at no cost to the City, but the District will not be required to create any additional schedules, information or documents.

Section 4.08 Other Funds. The District may use funds and assets from any other available, lawful sources to provide for such acquisition, ownership, maintenance and operation, as well as to accomplish any purpose or to exercise any function, act, power or right authorized by law. Such funds and assets may include, without limiting the generality of the foregoing, revenues from any of the systems, facilities, properties and assets of that District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants and donations from public or private sources; and revenues from any other source lawfully available to the district.

ARTICLE V.

MASTER LAND PLAN, LAND USE AND INFRASTRUCTURE

Section 5.01 Land Use and Development. The Land shall be developed in compliance with the Master Land Plan and Design Standards, or, as Developer may elect in its sole discretion, the City's then current development standards, including any variances granted by City to a similar development, related to masonry and landscaping conditions affecting requirements similar to those listed in the Design Standards attached as **Exhibit "E"**, and Preliminary Plats that are approved by the City Council, after having received a recommendation from the Planning & Zoning Commission of the City. The Master Land Plan and Design Standards, and the Preliminary Plats that have been approved by the City Council, may be amended from time to time by Developer with the approval of the City Council after having received a recommendation from the Planning and Zoning Commission.

a. Developer shall submit and the City Council, after receiving a recommendation from the Planning and Zoning Commission, shall as appropriate and consistent with this Agreement, approve the General Development Plan, with a Roadway and Off-Site Utility Plan as shown on **Exhibit "H"**, in accordance with the City's subdivision procedures, Section 302.03; provided that location of Off-Site Utilities shall be subject to engineering plans approved by the City. The General Development Plan shall conform to the general land use plan and the general site plan and land use table. Following approval of the General Development Plan by the City Council, Developer shall submit the Preliminary Plat for development, and then each final plat phase may be submitted for approval by the City Council, in accordance with the City's subdivision

regulations, which shall both be approved by the City if they are substantially consistent with **Exhibit "H"** and the Master Development Plan.

b. All development within the Land shall comply with the density and number of acres proposed for each type of land use set forth in the Land Use Table on the Master Land Plan, provided such densities and uses may be relocated within the Land subject to approval of the City Manager, or the City Council if the Developer requests that the Council consider the relocation, neither of which approvals shall be unreasonably withheld, with the City Council's approval.

c. All development within the Land shall comply with the subdivision platting requirements set forth in the City Rules, unless specifically provided otherwise in this Agreement. The Developer is authorized to develop the Land in phases and to create, activate, develop and build-out the Land in a progressive and orderly manner, as approved by the City.

d. The City agrees that this Agreement constitutes approval of the variances from the City Rules that are necessary to construct the road system in accordance with the specific items, alignments or characteristics shown on the Roadway and Off-Site Utility Plan and the Master Land Plan attached as exhibits to this Agreement.

Section 5.02 Design Standards, Permitting and Platting.

a. The Design Standards. Developer shall submit elevation plans and pay a \$100 plan review fee before construction begins on any structure within the District. The City shall review and approve or object to the elevation plans regarding compliance with the Design Standards within three working days of receipt, or such plans shall be deemed approved and construction may commence. Developer shall also submit a \$100 inspection fee when the elevation plans are first submitted. The City shall have no duty to make any inspection for compliance with the approved elevation plans. The City shall inspect any construction within the District for compliance with the approved elevation plans within three days after notification of completion of construction or such construction shall be deemed approved. If the construction does not comply with the approved building plans, the City and the District will not be obligated to provide a water service connection for that structure until the non-compliance is corrected and approved by the City.

b. Plats. All detached single family house lots shall be a minimum of 5000 square feet in area, have a minimum width of 50 feet and a minimum depth of 100 feet.

c. Restrictive Covenants. Developer shall file restrictive covenants for the land and each phase or section of the development in conformance with all conditions stated in this Section to provide the opportunity for compelling compliance of these Design Standards by individual property owners. Developer shall provide the City with a period of fifteen (15) calendar days to review and approve the restrictive covenants proposed to be filed by Developer. The City Manager may reject or request revision of any specific provision applicable to a standard or performance the City is entitled to rely

upon pursuant to this Agreement; provided the City Manager will not unreasonably withhold approval and will meet and confer with the Developer regarding any objection. If an objection by the City Manager is not resolved with the Developer, the Developer may appeal to the City Council. The City shall have authority to enforce the provisions of this section.

d. **Building Construction Standards.** All construction shall comply with the Texas State Building Code.

Section 5.03 Landowner's Right to Continue Development. In consideration of the Developer's agreements hereunder, the City agrees that it shall not, during the term of this Agreement, impose or attempt to impose (a) any moratorium on building or development within the Land 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 Land, except and unless the moratorium is mandated by an agency of the State of Texas or the United States. The City will not, however, be in default based upon the imposition of temporary moratoria due to an emergency constituting an imminent threat to the public health or safety, provided that any such moratorium shall continue with respect to the Land only during the duration of the emergency.

Section 5.04 Review and Submittal Fees. Developer agrees to timely pay the City's standard plat application fees, plan review fees and inspection fees and such other fees as set forth in the City's Rules.

ARTICLE VI.

UTILITY DESIGN, CONSTRUCTION AND OPERATION

Section 6.01 Utility Design.

a. All water and wastewater lines will be designed for extension from the City utility system to the District property by the Developer or the District.

b. The Developer or the District, will design the Off-Site and On-Site Facilities for mutual benefit of the City. Final water and wastewater line alignment is subject to engineering analysis and approval by the City which shall not be unreasonably withheld. The City may request that the Off-Site Facilities be oversized to serve future City needs, provided that the City will pay for the incremental costs of any oversizing. Developer and the City acknowledge and agree that the Developer's total costs to construct oversized lines shall be limited to an amount equal to or less than the amount Developer would have been required to pay to construct facilities necessary to serve only the District, but for the City's requirement that the lines be oversized. The cost to be paid by the City for any oversizing required by the City will be limited to the difference between the bids received for the line required to be constructed by Developer and an alternate bid for the oversized line. The City's ability to oversize Off-Site Facilities is a key factor in the City's decision to consent to creation of the District.

Section 6.02 Construction of On-Site Facilities.

a. The Developer or the District shall construct all On-Site Facilities that are necessary to serve the Land, including the wastewater system and all piping, manholes, and lift stations, and the water system and all piping, valves, and hydrants, within designated easements or rights of way. The wastewater system shall be sufficient to serve each platted lot and the water system shall be installed up to each customer's side of the meter.

b. The On-Site Facilities shall be constructed, installed, operated and maintained in compliance with the City Rules and all applicable local, state and federal laws, rules, codes and regulations, good engineering practices, and plans and specifications approved by the City Engineer, which shall not be unreasonably withheld.

Section 6.03 Construction of Off-Site Facilities.

a. The Developer or the District shall be responsible for the construction of the Off-Site Facilities that are necessary to serve the Project with sufficient volumes and pressure, including but not limited to, the water system, including all piping, valves, and hydrants; and the wastewater system, including all piping, manholes, and lift stations.

b. The Off-Site Facilities shall be designed in accordance with the City Rules and requirements as well as those of any other governmental agency with jurisdiction. The Off-Site Facilities shall be constructed, installed, operated and maintained in compliance with all applicable local, state and federal laws, rules, codes and regulations, good engineering practices, and plans and specifications approved by the City Engineer, which shall not be unreasonably withheld. If the City requires the Developer to connect the Off-Site Facilities to a location other than the connection point shown on **Exhibit "H"**, the Developer shall not be obligated to pay any costs in excess of the amount that would have been required to construct those facilities as shown on those plans. In addition, the Developer or District may not be required to pay for any improvements to the City's existing utility systems unless specifically required by this Agreement.

c. Upon receipt of a written request from the Developer, the City shall acquire any and all easements necessary to construct the Off-Site Facilities. If so requested, the City shall act expeditiously and make a good faith effort to acquire the easement within 180 days, upon Developer's agreement to fund the related costs and expenses. Subject to Developer's prior written consent and agreement, Developer will pay for the costs incurred by the City for acquisition of the easements plus the City's costs of condemnation, if applicable. Developer shall from time to time deposit funds with the City sufficient to fund and pay costs incurred and costs reasonably budgeted by the City for right-of-way acquisition costs.

d. The Off-Site water and wastewater lines, pipes and facilities shall connect to the existing City system at a location established by the City in consultation with the Developer. The City shall coordinate such connection points with Developer and the line capacity at the points of connection shall be considered. To the extent practicable, as

determined by the City in consultation with Developer, the lines and pipes connecting the existing City utility systems to the Land shall be installed and constructed adjacent to or within existing public roads and easements. There are two possible points for connection to the City's water system and only one reasonably possible point for connection to the City's wastewater system.

Section 6.04 Reimbursement of Costs for Facilities and Infrastructure. The District may reimburse the Developer for its cost of design and construction of any On-Site Facilities constructed by the Developer on behalf of that District, costs incurred for construction of roads including the arterial street and roundabouts referenced in Section 7.6, and Off-Site Facilities each to the extent authorized by TCEQ, this Agreement, and applicable statutes. To the extent the District is not permitted to reimburse the Developer for any On-Site Facilities, roads, or the Off-Site Facilities the Developer shall dedicate such facilities or infrastructure to the District without compensation.

Section 6.05 Ownership, Operation and Maintenance of Facilities and Utility Service by City.

a. The On-Site and Off-Site Facilities must be conveyed to the District at the time that District issues bonds and reimburses the Developer for the costs of those facilities. Immediately thereafter, the District shall convey the Facilities, to the extent permitted by law, to the City, and the City shall accept the Facilities, for ownership, operation and maintenance. The City shall thereafter own, operate and maintain the On-Site Facilities and the Off-Site Facilities.

b. Unless prohibited from doing so by state law within that part of the District, if any, that is within the Dog Ridge WSC Certificate of Convenience and Necessity, the City shall be the retail provider and provide continuous and adequate water and sewer service to the Land in quantities sufficient to meet the needs of the Project and at the rates and fees charged for out of city service as determined from time to time by the City. If the City is prohibited by law from being the retail provider within that part of the Land, if any, that is within the Dog Ridge WSC Certificate of Convenience and Necessity, the City will nevertheless be the retail provider to all areas of the Land that are not within the Dog Ridge WSC Certificate of Convenience and Necessity. The City may not charge Developer or landowners within the District impact fees for connection to the City's water or sewer system. Taps and meters installed by the City shall be assessed a fee as established by the City. The City may increase its meter fee as it determines necessary to fund and pay for radio read meters.

c. The District agrees to cooperate with the City to try to obtain the release of any certificated water service area of Dog Ridge Water Supply Corporation over any of the Land so that the City may provide retail water service to such areas without contest. The City and the District and the Developer may enter into a separate agreement regarding all costs and expenses incurred by the City to obtain the release of certificated service area by DRWSC.

d. Until the Facilities are conveyed to the City for ownership, operation and maintenance as provided in Section 6.05.a., the Developer and the Districts shall lease to the City, and the City shall lease from the District, all Facilities constructed to serve the Land. The lease amount shall be \$1.00 per year.

e. Developer and the District agree that radio read meters shall be required and installed for each water connection within the District.

Section 6.06 Improvements to Rocking M. Lane. Developer shall grade and prepare with crushed limestone base 27 feet wide and provide a twenty-five foot double penetration/seal coat travel surface of Rocking M Lane from Auction Barn Road to the District's northern boundary line within two years from the completion and acceptance of the first round-a-bout on the arterial described in Section 7.06. Developer shall dedicate at least a fifty foot (50') of right-of-way to the City after completion of the improvements and City shall accept the dedication

ARTICLE VII.

ADDITIONAL AGREEMENTS BETWEEN THE DISTRICT AND THE CITY

Section 7.01 Additional Agreements. To the fullest extent not inconsistent with authority granted by state law, including, but not limited to, Chapter 791, Tex. Gov't. Code, and Chapters 49 and 54, Tex. Water Code, as amended, the District and the City further contract, covenant and agree as provided in this Article VII.

Section 7.02 Easement to the City. The District acknowledges the Easement(s) that the Developer shall convey to the City pursuant to Section 2.01.e. of this Agreement; the Developer's agreement to grant and convey the Easement(s) is lawful and an enforceable obligation of the Developer; and that the Easement(s) shall be valid and legally enforceable when and as granted and conveyed.

Section 7.03 Use of Right-of-Ways. During the term of this Agreement the City shall have the contract right and obligation to administer, manage, regulate and control the use and the occupation by third parties of the public and private streets and rights of way within the Land, for the purpose of providing any service or product to adjoining or abutting property or to any other property within the Land or the City to the same extent such use and occupation is managed within the City. No third party, other than the District shall use or occupy any public or private street or right of way within the Land for the purpose of providing any abutting, or adjoining property, or any other property within the City or the Land, with any utility service, public service, data, voice or video transmission service, cable television, taxi or solid waste collection service, or any similar service or product, without first having obtained a franchise, permit or license from the City, except as specifically provided otherwise by state law as referenced below. The City may require each such third party to obtain a franchise, license or permit from the City; pay franchise, permit and license fees to the City; and, as applicable, pay the fees established and collected by the State of Texas to be payable in lieu of a franchise fee for the use and occupancy of the streets; and to cause such fees to be paid to the City under this Section 7.03. Franchise, permit, license and use fees payable and paid by such third parties shall be the sole consideration receivable by and payable to the City for the services to be provided by the City under this Section 7.03. Such fees and charges shall be the same fees and charges established by State law

or by a franchise, permit or license issued by the City for the use and occupancy of streets within the City by third parties. This section does not apply to water, sewer or drainage facilities that are constructed, installed, maintained or operated by or on behalf of the District, subject to the limitations set forth in Section 7.03a. The provisions of the City Charter of the City and the ordinances adopted pursuant thereto permitting the use and occupancy of public streets to enable a third party to provide services to the public and by this Agreement extended to and shall be applicable all public and private streets and right of way within the Land; provided that no amendment of such ordinance that limits or interferes with the Developer's or Districts rights under this Agreement shall be applicable within the Land before a written consent is given by the District, and the Developer as applicable. Notwithstanding Section 7.02 or this Section 7.03, the City shall have no authority, responsibility or duty to adopt, establish or enforce any traffic codes within the Land, nor to design, construct, improve or repair any street or public right of way within the Land; provided that the City shall cause the above-referenced third parties to repair all cuts, excavations and damages by them to the streets and rights of way in accordance with City standards. The District is not responsible for enforcing this section, but if the District finds that any such above-referenced third party is using or occupying the streets and rights of way of the Land without prior notice to and authorization of the City, the District shall promptly notify the City, require such party to contact the City, and reasonably support the City's enforcement of this Section 7.03. The district shall use reasonable efforts to require any utility, telecommunications provider or service provider that is required by State law to report to a State agency the revenues it receives within the boundaries of a city and that provides service within the District, to report such revenues and services as being provided within the corporate limits of the City.

a. A franchise fee shall not be imposed on water, sewer or drainage facilities that are constructed, installed, maintained or operated by, on behalf of or for the benefit of the District; provided that any political subdivision or retail public utility, other than the District, that owns the water, wastewater, or drainage facilities shall be required to obtain a franchise or license from the City. This subsection is not intended to limit the District's ability to contract with a qualified operator to maintain and operate the water and wastewater facilities, if the City terminates its agreement to maintain and operate the water and wastewater facilities and system.

Section 7.04 Alternative Provisions if Section 7.03 Invalid. The terms and provisions of this Section 7.04 shall be and become in effect only if, and to the extent, Section 7.03 is held invalid by a competent court of last resort. If Section 7.03 above is so held invalid, then, in that event, the terms and provisions of this Section 7.04 shall automatically be and become in effect and applicable to the Section, contract, services, terms or conditions held invalid in Section 7.03.

a. The City is designated as the administrative agency responsible for providing, contracting for, administering and managing the services and functions provided for in this Section 7.04.

b. To the extent that the City's right does not conflict with Section 54.234 of the Texas Water Code as to road powers of a municipal utility district and reimbursement for costs of certain roads, the City shall have the right and obligation to administer, manage, regulate and control the use and the occupation by third parties of the public and private streets and rights of way within the Land, for the purpose of providing any service

or product to the Land or to any other property within the Land or the City. No third party, other than the District, shall use or occupy any public or private street or right of way within the Land for the purpose of providing to the Land, or any other property within the Land, with any utility service, public service, data, voice or video transmission service, cable television, taxi or solid waste collection service, or any similar service or product, without first having obtained a franchise, permit or license from the City, except as specifically provided otherwise by state law.

(i) The City may require each such third party to obtain a franchise, license or permit from the City; pay franchise, permit and license fees to the City; and, as applicable, pay the fees established and collected by the State of Texas to be payable in lieu of a franchise fee for the use and occupancy of the streets; and to cause such fees to be paid to the City. Franchise, license and use fees payable and paid by such third parties shall be the sole consideration receivable by and payable to the City for the services to be provided by the City under this Section 7.04. Such fees and charges shall be the same fees and charges established by State law or by a franchise, permit or license issued by the City for the use and occupancy of streets within the City by third parties. The provisions of the City Charter of the City and the ordinances adopted pursuant thereto permitting the use and occupancy of public streets to enable a third party to provide services to the public are, by this Agreement, extended to and shall be applicable to all public and private streets and right of way within the district.

(ii) Notwithstanding the foregoing, the City shall have no authority, responsibility or duty to adopt, establish or enforce any traffic codes within the Land, nor to design, construct, improve or repair any street or public right of way within the Land; provided that the City shall cause the above-referenced third parties to repair all cuts, excavations and damages by them to the streets and rights of way in accordance with City standards. The district is not responsible for enforcing this section, but if it finds that any such above referenced third party is using or occupying the streets and rights of way of the District without prior notice to and authorization of the City, the District shall promptly notify the City, require such party to contact the City, and reasonably support the City's enforcement of this Section 7.04. The District shall use reasonable efforts to require any utility, telecommunications provider or service provider that is required by State law to report to a State agency the revenues it receives within the boundaries of a city and that provides service within the District, to report such revenues and services as being provided within the corporate limits of the City.

- (iii) A franchise, license or use fee shall not be imposed on water, sewer or drainage facilities that are constructed, installed, maintained or operated by, on behalf of or for the benefit of the District, subject to the limitations set forth in Section 7.03.

c. The initial term of the agreements set forth in this Section 7.04 shall begin on the respective date, or dates, that Section 7.03 is finally held invalid by a competent court of last resort and in such event, shall extend from such date to the next following September 30th (the "Initial Term"). From and after the Initial Term, the covenants and agreements set forth in this Section 7.04 shall be, respectively and individually, renewable annually, for a term of one year each, effective as of the first day of October of each year (the "Extended Term"), by the City and the District continuing to accept the benefits of the subsections of this Section 7.04, and providing for the same in their respective budgets or operating plan. Either the City or the District may terminate any covenant or agreement set forth in this Section 7.04 by giving at least 180 days prior written notice of termination to the other party.

Section 7.05 Failure to Comply with Franchise Provisions. Notwithstanding any other term or provision of this Agreement whatsoever, if the District shall legally challenge, or fail or refuse to continue in effect or comply with, Section 7.03 or Section 7.04, or shall default in performance of this Agreement and fail or refuse to cure such default within 90 days, or shall otherwise terminate any services or authority of the City under Section 7.03 or Section 7.04, the City may, by giving at least 180 days prior written notice and opportunity to cure to the District at anytime thereafter, annex, abolish and dissolve the District.

Section 7.06 Arterial Street Alignment. The City concurs with the general alignment and functionality of the road system shown on the Master Land Plan, including the proposed arterial street with roundabouts. Developer shall provide at least 120 feet of right of way and at least 37 feet of street pavement section for the proposed arterial beginning at FM 1670 and extending to the eastern boundary of the Land in a manner and alignment approved by the City. The City will approve requested roundabouts in conjunction with subdivision plat approval. The proposed arterial shall be completed from FM 1670 to the eastern boundary of the Land in phases as the abutting portions of the Land are platted and in any event before the date of the last bond issuance for reimbursement to the Developer. The arterial shall be constructed in logical phases, which shall be subject to City approval.

Section 7.07 City Right of Way Acquisition. The City will use its reasonable, good faith and continuing efforts to obtain the right of way necessary to connect the arterial street described in Section 7.6 from its Eastern terminus to Shanklin Road, within a reasonable period of time.

Section 7.08 Trails within Land. The Developer and the District may install and maintain trails along arterial and collector streets in lieu of complying with any requirements to install sidewalks. Sidewalks will be installed in retail, commercial and multi-family areas, and as reasonably required to connect the trail system.

Section 7.09 Other City Services. The City is not required to provide any services to the Land or the District before annexation unless specifically set forth in this Agreement.

Section 7.10 Annual Updates to the City. The District shall provide the City with annual updates no later than January 1 of each year describing the prior calendar year's activities, building schedules and bond issues.

Section 7.11 Fees. The City may not charge any fees to the Developer or the District that are not specifically set forth in this Agreement.

Section 7.12 Additional Terms and Provisions. The terms and provisions of this Article VII are in addition to and not in lieu of the rights and authority of the City pursuant to the Easement(s) referenced and described in Section 2.01.e.

Section 7.13 Execution of Agreement. Notwithstanding any other term or provision of this Agreement whatsoever, if the District does not execute and deliver this Agreement within three (3) calendar months after the date the District is created and the initial directors qualify to serve, this Agreement shall terminate and expire with respect to that District, and the City may dissolve the District if it that fails to execute this Agreement.

ARTICLE VIII. AUTHORITY

This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Sections 42.042 and 212.172 of the Texas Local Government Code. Subject to compliance with the terms of this Agreement, the Parties intend that this Agreement guarantee the continuation of the extraterritorial status of the some of the Land; authorize certain general uses and development on the Land; provide for infrastructure for the Land; specify the authorized uses and development of the Land after annexation subject to the applicable law; and provide other lawful terms and considerations relating to the Land.

ARTICLE IX. TERM, ASSIGNMENT AND REMEDIES

Section 9.01 Term.

a. As between the City and the Developer, the term of this Agreement shall commence on the Effective Date and continue for 40 years thereafter, subject to Section 7.04, and unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and the Developer. Upon the expiration of such 40 year period, this Agreement may be extended, at the Developer's request and with the then existing District's approval and with City Council approval.

b. As between the City and the District, the term of this Agreement shall commence on the date that the District's Board of Directors executes this Agreement, and the District is thereby considered to join this Agreement as a party and shall continue as such for a term that expires 40 years after the Effective Date, subject to compliance with the terms of this Agreement, unless the District is annexed by the City on an earlier date. To evidence its joinder to this Agreement, the District shall approve and execute this Agreement on the day a quorum of the Board of Directors qualifies for office and the Board conducts its first meeting and shall provide a copy of the signed Agreement to the

City and to the Developer; provided, however, that the Board of Directors' failure to approve and execute or provide a copy of the Agreement to the other Parties on the date set forth above shall not nullify the District's joinder to this Agreement.

Section 9.02 Assignment.

a. The rights and obligations of the Developer under this Agreement may only be assigned by the Developer to a subsequent developer of all or a portion of the Land with the City's prior written consent, which will not be unreasonably withheld. Any such assignment shall only be effective if it is in writing, specifically sets forth the assigned rights and obligations, is approved by the City Council of the City, is executed by the assignee, and an executed copy is delivered to the City. The Developer is specifically authorized to assign or partially assign this Agreement as to the Land to the District upon its creation, provided that the City is notified in advance, in writing, of such pending assignment.

b. This Agreement is not intended to be binding upon, or create any encumbrance to title as to any ultimate consumer who purchases a fully developed and improved lot within the Land; provided, however, that every grantee shall be put on notice and take the property subject to the City's rights set forth herein, including but not limited to, annexation by the City as planned in the future, City development standards, City easements, City franchises, and other agreements referenced herein.

Section 9.03 Remedies.

a. In the event of default by any party, a non-defaulting party may give the defaulting party written notice specifying the default (the "Notice"). If the defaulting party fails to fully cure any default that can be cured by the payment of money ("Monetary Default") within 30 days after receipt of the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 30 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, then the other party shall be entitled to a proper writ issued by a court of competent jurisdiction compelling and requiring the defaulting party to observe and perform the covenants, obligations and conditions described in this Agreement or such non-defaulting party may pursue any remedy available at law or in equity including, but not limited to, the termination of this Agreement; however, any such remedy shall not revoke the City's consent to the creation of the District.

b. The non-defaulting party may employ attorneys to pursue its legal rights and if it prevails before any court or agency of competent jurisdiction, the defaulting party shall be obligated to pay all reasonable expenses incurred by the non-defaulting party.

c. In furtherance of the purposes of this Agreement, the City agrees, to the extent allowed by law, that, except upon written consent of the Developer and District, it shall not: (1) judicially challenge the validity of any term, provision or condition of this Agreement or (2) seek or support, or encourage others to seek or support, action by the

Texas Legislature to modify or amend state law in a manner having the effect of improving or expanding the City's ability to annex the Land for full purposes in accordance with the provisions of this Agreement. Provided that, the City may agree in writing with the Developer and District that such change in the law does not regard the District and that the City will not rely on any such change in the law to annex the District at anytime inconsistent with this Agreement. The Parties further agree that, if the City violates the foregoing, that the purpose of this Agreement will be frustrated, and the provisions of Article III will apply; provided that, notwithstanding Article III, the Developer or District may in their sole discretion, terminate this Agreement.

Section 9.04 Cooperation.

a. The City, the Developer, and the District each agree to execute such further documents or instruments as may be reasonably necessary to evidence their agreements hereunder.

b. The City agrees to cooperate with Developer, at Developer's expense, in connection with any reasonably appropriate waivers, permits or approvals Developer may need or desire from any regulatory authority other than the City in order to carry out the Project.

c. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the Developer, and the District agrees to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement. Developer and District shall assume the all costs associated with their and the City's defense of the claim and will not seek reimbursement from the City for such costs.

d. The Developer and the District agree to cooperate with the City in a timely, business like, reasonably amicable and mutually beneficial manner to accomplish the purposes of this Agreement.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01 Notice. Any notice or other communication 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; or (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 above. Notice by United States mail shall 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 shall be effective only when received. For purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

City: City of Belton, Texas
Attn: City Manager
P. O. Box 120
Belton, Texas 76513-0120
Fax: (254) 933-5822

With copies to: Knight and Partners
223 W. Anderson Lane, Suite 105-A
Austin, Texas 78752
Attn: Barney L. Knight/Paige Saenz
Phone: (512) 323-5778
Fax: (512) 323-5773

John Messer
City Attorney
P.O. Box 969
Belton, Texas 76513
Fax: (254) 939-0990

Developer: W&B Development II, LLC
c/o Bruce Whitis
3000 Illinois, Ste. 100
Phone: (254) 953-5055
Fax: (254) 953-5057

With copies to: John J. Carlton
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Phone: (512) 435-2308
Fax: (512) 435-2360

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

Section 10.02 Severability; Waiver.

a. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that 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.

b. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof 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.

c. It shall be a default under this Agreement for any party to take legislative or judicial action, or to solicit, encourage or recommend that any other party take action, that challenges the validity of any part or provision of this Agreement.

Section 10.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Bell County, Texas.

Section 10.04 Entire Agreement. This Agreement contains the entire agreement of the Parties and includes the other agreements referenced herein. 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 10.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to within or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute the same instrument. This Agreement shall become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 10.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days shall 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 shall be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 10.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Developer 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 of the Developer. Pursuant to the requirements of Section 212.172(c)(4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the Official Public Records of Bell County, Texas.

Section 10.08 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A Metes and Bounds Description of the Land**
- Exhibit B Map of Areas to be included in District**
- Exhibit B-1 Disannexation Map**
- Exhibit C Easement**
- Exhibit D Master Land Plan**
- Exhibit E Design Standards and Design Guideline Districts**
- Exhibit E-1 Design Guideline District Map**
- Exhibit F District Consent Resolution**
- Exhibit G List of Bondable Items**
- Exhibit H Roadway and Off-Site Utility Plan**

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

CITY OF BELTON, TEXAS

By: Sam A. Listi

Printed Name: Sam A. Listi

Title: City Manager

Date: 12/28/10

ATTEST:

Connie Torres

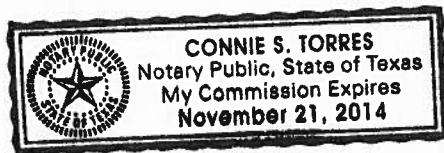
Printed Name: Connie Torres

Title: City Clerk

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me the 28 day of December, 2010, by Sam A. Listi, City Manager of the City of Belton, Texas, on behalf of the City.



Connie Torres
Notary Public – State of Texas

W&B DEVELOPMENT II, LLC

By: _____
Printed Name: Druce Whitis
Its: President
Date: 12-30-10

STATE OF TEXAS §
§
COUNTY OF BELL §

This instrument was acknowledged before me the 30 day of December, 20 10, by Bruce Whitis (Name), President (Title), of W&B Development II, LLC, on behalf of W&B Development II, LLC.



Notary Public- State of Texas

**BELL COUNTY MUNICIPAL UTILITY
DISTRICT NO.1**

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Printed Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF BELL §

This instrument was acknowledged before me the ____ day of _____, 20____, by _____, President of Bell County Municipal Utility District No.1, on behalf of Bell County Municipal Utility District No.1.

Notary Public - State of Texas

EXHIBIT “A”

Metes and Bounds Description of Land

(attached)

EXHIBIT A

BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
539.63 ACRES
BELL COUNTY, TEXAS

Being all that certain tract or parcel of land situated in the C. H. Fitch Survey, A-316, the John Lewis Survey, A-512, the S.C. Fitch Survey, A-371, and the Young Williams Survey, A-861, Bell County, Texas, being all of Tract One (called 442.51 acres), Tract Two (called 23.923 acres), and Tract 4 (called 8.440 acres) described in deed to Weldon Whitis and Bruce Whitis in Volume 4441, Page 575, Official Records, Bell County, Texas, and all of that certain called 64.7 acre tract described in deed to Whitis Land Investments, Ltd., in Volume 6622, Page 114, Official Records, Bell County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod at the southeast corner of said Tract 4 (called 8.440 acres), same being in the north line of said Tract One (called 442.51 acres), also being the southwest corner of Tract Three (called 6.747 acres) also described in deed to Weldon Whitis and Bruce Whitis in Volume 4441, Page 575, Official Records, Bell County, Texas, for corner of the herein described tract,

THENCE N 17°42'07" E, 444.85 along the west line of said Tract Three and east line of said Tract Two to an iron pipe for corner of the herein described tract;

THENCE in a westerly direction along the north line of said Tract Three with the following courses:

1. N 88°11'16" W, 310.38 feet to an iron pipe;
2. S 83°11'40" W, 317.12 feet, to an iron pipe;
3. S 82°58'31" W, 246.70, feet to an iron pipe, for the northwest corner of said Tract Three;

THENCE in a southerly direction along the west line of said Tract Three with the following courses:

1. S 10°13'31" W, 26.66 feet;
2. S 29°13'59" E, 10.60 feet;
3. S 01°30'59" E 14.54 feet;
4. S 43°00'42" W, 24.35 feet;
5. S 61°37'21" W, 12.89 feet;
6. S 14°33'54" W, 88.90 feet, to an iron pipe in a fence corner, for an ell corner;

THENCE N 71°44'38" W, 190.17 feet, westerly, along a north line of said Tract Three to an iron rod in the north line of said Tract One;

THENCE in a westerly direction along the north line of said Tract One with the following courses:

1. N 70°34'14" W, 44.59 feet, an iron rod for corner;
2. N 72°25'22" W, 616.92 feet, an iron rod for corner;
3. N 74°43'06" W, 507.39 feet, an iron rod in the east line of said 64.7 acre tract, for corner;

THENCE N 15°55'53" W, 851.78 feet, westerly, along an east line of said 64.7 acre tract to a cedar, for the northeast corner of said 64.7 acre tract;

EXHIBIT A

THENCE in a westerly direction a the north line of said 64.7 acre tract with the following courses:

1. N 48°17'37" W, 82.11 feet, a post for corner;
2. N 28°55'27" W, 225.10 feet, a post for corner;
3. N 58°18'37" W, 18.24 feet, an elm for corner;
4. N 75°42'40" W, 266.08 feet, an iron rod for corner;
5. N 75°23'12" W, 237.82 feet, an iron rod for corner;
6. N 73°19'20" W, 164.19 feet, an iron rod for the northeast corner of Lot 5, Block 6, Stoneoak Subdivision, Phase 2, recorded in Cabinet B, Slide 334-B, Plat Records, Bell County, Texas, for corner of the herein described tract;

THENCE along the easterly and southerly boundaries of Block 6, Stoneoak Subdivision, Phase 2 with the following courses:

1. S 14°37'25" W, 427.85 feet, an iron rod for corner;
2. S 39°36'49" W, 477.27 feet, an iron rod for corner;
3. S 50°23'11" W, 139.40 feet, an iron rod in the north margin of Stoneoak Dr., for corner;

THENCE S 39°36'49" W, 60.00 feet, to an iron rod in the south margin of Stoneoak Dr, for corner;

THENCE N 50°23'59" W, 99.90 feet, along the south margin of Stoneoak Dr., to an iron rod for the northeast corner of Block 3, Stoneoak Subdivision, Phase 2, for corner;

THENCE along the easterly and southerly boundaries of Block 3, Stoneoak Subdivision, Phase 2 with the following courses:

1. S 39°39'11" W, 139.38 feet, an iron rod for the northeast corner of Lot 5, Block 3, Stoneoak Subdivision, Phase 2, for corner;
2. N 50°23'11" W, 311.48 feet, an iron rod, for corner;
3. N 53°09'02" W, 458.34 feet, an iron rod for the southwest corner of Lot 1, Block 3, Stoneoak Subdivision, Phase 2, same being the southeast corner of Lot 1, Block 1, Stoneoak Subdivision, Phase 1, recorded in Cabinet B, Slide 236-B, Plat Records, Bell County, Texas, for corner;

THENCE N 53°50'25" W, 155.91 feet, along the south line of said Lot 1, Block 1, to an iron rod in the east margin of FM 1670, for corner;

THENCE S 27°04'56" W, 566.14 feet, along the east margin of FM 1670 for an iron rod in the north line of Lot 6, Block 1, Stoneoak Subdivision, Phase 1, for corner;

THENCE along the easterly and southerly boundaries of Lot Lot 6, Block 1, Stoneoak Subdivision, Phase 1, with the following courses:

1. S 53°56'27" E, 155.87 feet, an iron rod for corner;
2. S 27°04'53" W, 145.23 feet, an iron rod for the southeast corner of said Lot 6, Block 1, Stoneoak Subdivision, Phase 1, and corner of the herein described tract;

EXHIBIT A

THENCE along the southeasterly along the southerly boundary of said 64.7 acre tract with the following courses:

1. S 56°19'35" E, 696.11 feet, an iron rod, for corner;
2. N 23°01'40" E, 18.36 feet, an iron rod, for corner;
3. S 47°22'19" E, 1346.71 feet, an iron rod, in the west line of said Tract One and an ell corner of the herein described tract;

THENCE in a southerly direction along the fenced west line of said Tract One with the following courses:

1. S 45°43'29" W, 521.79 feet, an iron rod, for corner;
2. S 28°59'19" W, 430.76 feet, an iron rod, for corner;
3. S 15°02'24" W, 590.71 feet, a 12" cedar, for corner;
4. S 31°13'21" W, 11.21 feet, a 12" cedar, for corner;
5. S 28°24'41" W, 2.53 feet, an iron rod for the north corner of the called 8.12 acre tract described in deed to the United States of America in Volume 874, Page 283, Deed Records of Bell County, Texas;

THENCE S 19°42'32" E, 1187.26 feet, along a east line of said 8.12 acre tract and west line of said Tract One to an iron pipe for the south corner of said 8.12 acre tract, for corner;

THENCE S 15°55'45" W, 377.40 feet, along a north west line of said Tract One to an iron pipe for the westerly southwest corner of the herein described tract;

THENCE S 78°41'13" E, 2847.43 feet, along a south line of said Tract One and existing fence to an iron pipe in a fence corner, same being an ell corner of the herein described tract;

THENCE S 12°34'41" W, 179.99 feet, to a 24" elm for corner;

THENCE S 11°10'54" W, 50.44 feet, to an iron spike in the left (north) bank of the Lampasas River for an ell corner of the herein described tract;

THENCE in a easterly direction along the south line of said Tract One, south line of said Tract Two, and left bank of the Lampasas River with the following courses:

1. N 59°59'13" E, 199.88 feet, a 20" elm, for corner;
2. N 78°13'20" E, 243.74 feet, a post, for corner;
3. S 69°41'17" E, 41.82 feet, a 20" cottonwood, for the most southerly southeast corner of Tract One, and the southwest corner of said Tract Two, for corner;
4. S 67°06'56" E, 265.25 feet, a 12" elm, for corner;
5. S 58°22'11" E, 253.61 feet, a 16" elm, for corner;
6. S 46°50'39" E, 484.90 feet, a 20" pecan, for corner;
7. S 26°54'16" E, 296.66 feet, a 8" elm, for corner;
8. S 43°48'14" E, 386.96 feet, an iron pipe for the southeast corner of said Tract Two, and southeast corner of the herein described tract;

EXHIBIT A

THENCE in a northerly direction along the fenced east line of said Tract Two, and east line of the herein described tract, with the following courses:

1. N 14°02'58" E, 599.18 feet, a post, for corner;
2. N 02°07'12" E, 180.92 feet, a post, for corner;
3. N 10°32'57" E, 614.21 feet, a post, for corner;
4. N 49°54'32" E, 229.03 feet, a fence corner post for the northeast corner of said Tract Two;

THENCE in a westerly direction along a fenced north line of said Tract Two, and east line of the herein described tract, with the following courses:

1. N 72°21'30" W, 39.54 feet, an iron rod, for corner;
2. N 64°20'47" W, 70.85 feet, an iron rod in a fence corner in the east line of said Tract One, for corner of the herein described tract;

THENCE in a northerly direction along the fenced east line of said Tract One, and east line of the herein described tract, with the following courses:

1. N 53°59'40" E, 167.20 feet, an iron rod, for corner;
2. N 59°20'36" E, 58.19 feet, an iron rod, for corner;
3. N 62°55'16" E, 71.72 feet, an iron rod, for corner;
4. N 69°11'44" E, 68.89 feet, a an iron rod, for corner;
5. N 62°45'31" E, 112.05 feet, an iron rod, for corner;
6. N 73°56'23" E, 35.96 feet, an iron rod, for corner;
7. N 61°52'10" E, 86.51 feet, an iron rod, for corner;
8. N 51°31'36" E, 274.08 feet, an iron rod, for corner;
9. N 45°30'37" E, 58.94 feet, an iron rod, for corner;
10. N 35°22'34" E, 111.93 feet, an iron rod, for corner;
11. N 24°37'26" E, 55.46 feet, an iron rod, for corner;
12. N 02°52'20" E, 61.55 feet, an iron rod, for corner;
13. N 05°33'08" W, 125.86 feet, an iron rod, for corner;
14. N 42°54'00" W, 25.42 feet, an iron rod, for corner;
15. N 83°42'20" W, 111.89 feet, a post, for corner;
16. N 79°38'56" W, 59.70 feet, an iron rod, for corner;
17. N 12°35'12" E, 319.71 feet, a 14" cedar, for corner;
18. N 03°59'50" E, 60.17 feet, an iron rod, for corner;
19. N 00°04'49" E, 10.78 feet, an iron rod, for corner;
20. N 24°58'14" E, 56.12 feet, an iron rod, for corner;
21. N 12°05'54" E, 554.94 feet, an iron rod, for corner;
22. N 14°09'42" W, 13.29 feet, an iron rod, for corner;
23. N 54°33'04" W, 43.94 feet, an iron rod, for corner;
24. N 67°13'03" W, 67.22 feet, an iron rod, for corner;
25. N 15°57'36" E, 766.87 feet, an iron rod in a fence corner , same being the most easterly northeast corner of said Tract One, for corner of the herein described tract;

EXHIBIT A

THENCE N 76°03'02" W, 608.28 feet, along the fenced north line of said Tract One to an iron rod in a fence corner for an ell corner of the herein described tract;

THENCE N 16°06'35" E, 385.98 feet, along a fenced east line of said Tract One to an iron pipe in a fence corner for corner;

THENCE N 74°31'12" W, 801.90 feet, along a fenced north line of said Tract One to an iron pipe in a fence corner for corner;

THENCE S 16°27'16" W, 399.55 feet, along a fenced line of said Tract One to an iron pipe in a fence corner for corner;

THENCE N 71°41'44" W, 1155.49 feet, along a fenced north line of said Tract One to an iron rod for the southeast corner of said Tract Three (called 6.747 acres), for corner;

THENCE N 71°42'51" W, 62.25 feet along the south line of said Tract Three and north line of said Tract One to the **PLACE OF BEGINNING** and containing a called mathematical total of 539.63 acres of land, more or less.

SURVEYOR'S NOTES:

The above metes and bounds were prepared for illustrative purposes only to encompass the above referenced tracts, is a compilation of the record documents of said tracts, the bearing of which were rotated to north as determined by GPS observations performed by others, and is not to be construed to represent a boundary survey made on the ground by this Surveyor.

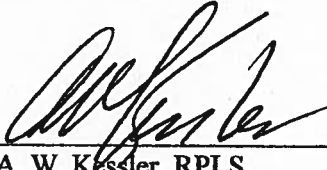
 6-30-09
A. W. Kessler, RPLS



EXHIBIT "B"

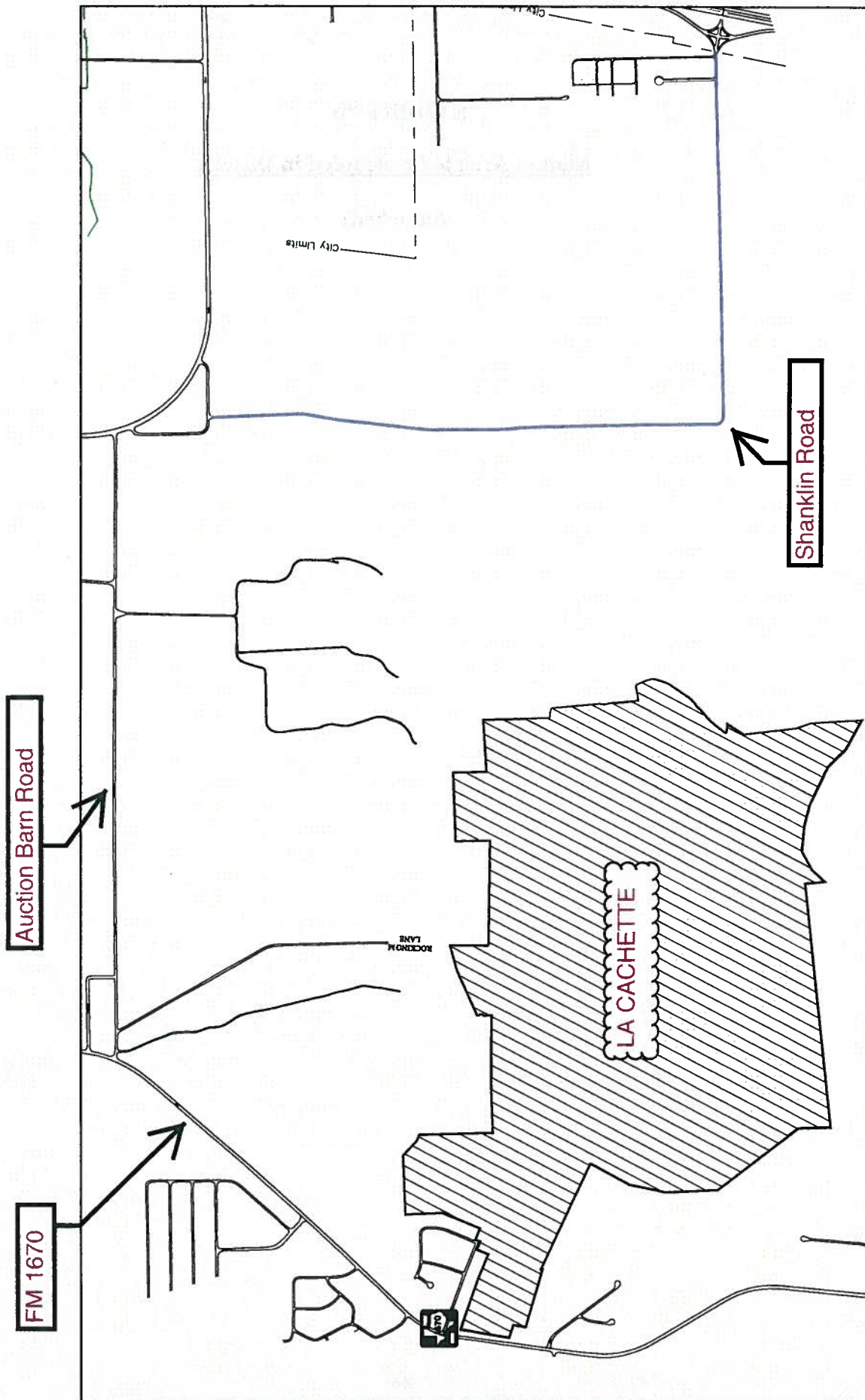
Map of Area to be included in District

(attached)



EXHIBIT B

CITY OF BELTON LOCATED
GENERALLY TO THE NORTH
AND NORTHEAST OF MAP AREA



Yalco, LLC
2000 Wilshire Ave., Suite 100
Killeen, TX 76543
PH (254) 833-3333
FX (254) 953-0032

Texas Registered
Engineering Firm F-16254

MAP OF AREA
LA CACHETTE
CITY OF BELTON, BELL COUNTY, TEXAS



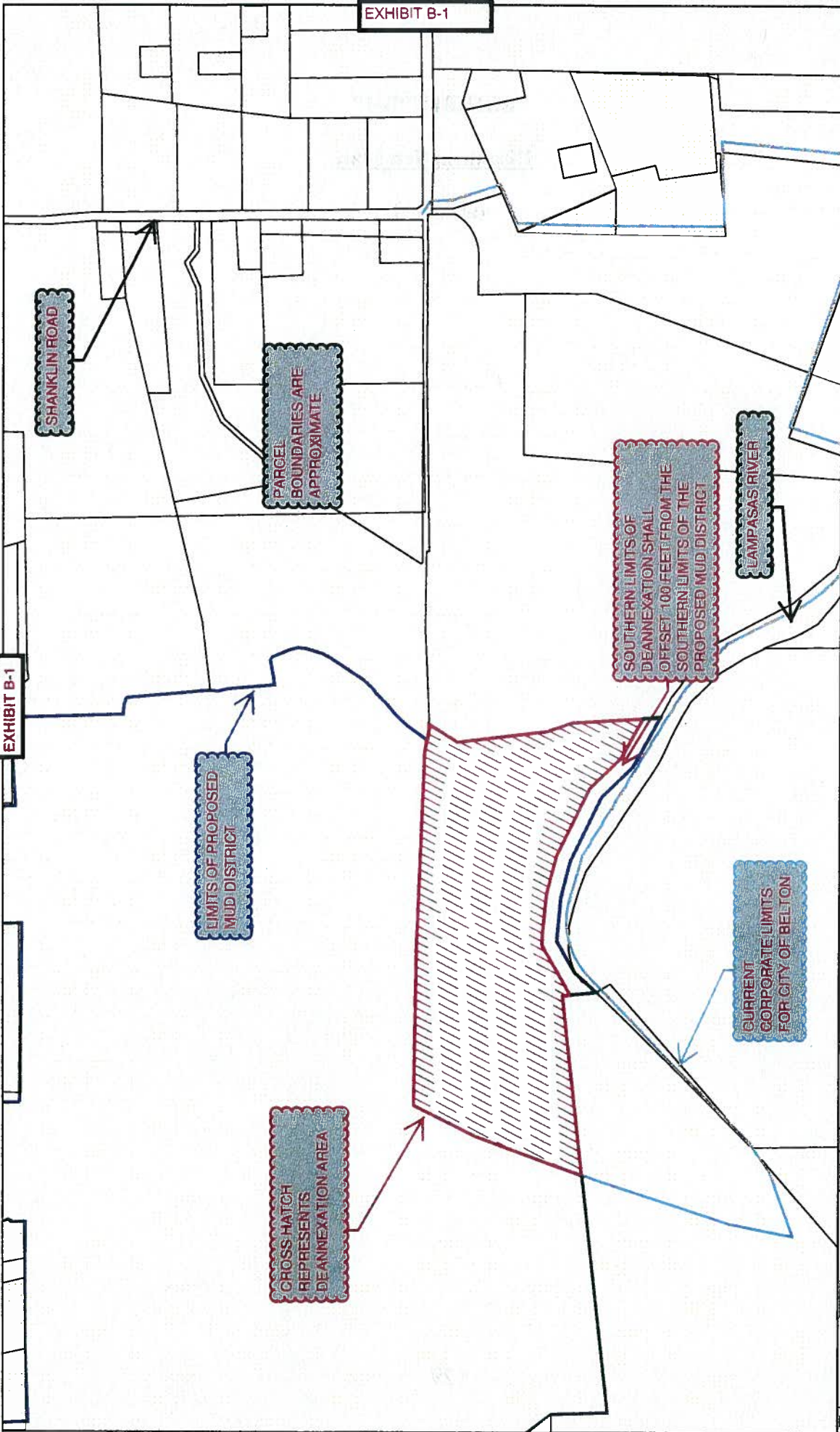
PROPERTY INFORMATION	
PROPERTY IDENTIFICATION	PROPERTY DESCRIPTION
1. PROPERTY IDENTIFICATION	2. PROPERTY DESCRIPTION
3. PROPERTY IDENTIFICATION	4. PROPERTY DESCRIPTION
5. PROPERTY IDENTIFICATION	6. PROPERTY DESCRIPTION
7. PROPERTY IDENTIFICATION	8. PROPERTY DESCRIPTION
9. PROPERTY IDENTIFICATION	10. PROPERTY DESCRIPTION
11. PROPERTY IDENTIFICATION	12. PROPERTY DESCRIPTION
13. PROPERTY IDENTIFICATION	14. PROPERTY DESCRIPTION
15. PROPERTY IDENTIFICATION	16. PROPERTY DESCRIPTION
17. PROPERTY IDENTIFICATION	18. PROPERTY DESCRIPTION
19. PROPERTY IDENTIFICATION	20. PROPERTY DESCRIPTION
21. PROPERTY IDENTIFICATION	22. PROPERTY DESCRIPTION
23. PROPERTY IDENTIFICATION	24. PROPERTY DESCRIPTION
25. PROPERTY IDENTIFICATION	26. PROPERTY DESCRIPTION
27. PROPERTY IDENTIFICATION	28. PROPERTY DESCRIPTION
29. PROPERTY IDENTIFICATION	30. PROPERTY DESCRIPTION
31. PROPERTY IDENTIFICATION	32. PROPERTY DESCRIPTION
33. PROPERTY IDENTIFICATION	34. PROPERTY DESCRIPTION
35. PROPERTY IDENTIFICATION	36. PROPERTY DESCRIPTION
37. PROPERTY IDENTIFICATION	38. PROPERTY DESCRIPTION
39. PROPERTY IDENTIFICATION	40. PROPERTY DESCRIPTION
41. PROPERTY IDENTIFICATION	42. PROPERTY DESCRIPTION
43. PROPERTY IDENTIFICATION	44. PROPERTY DESCRIPTION
45. PROPERTY IDENTIFICATION	46. PROPERTY DESCRIPTION
47. PROPERTY IDENTIFICATION	48. PROPERTY DESCRIPTION
49. PROPERTY IDENTIFICATION	50. PROPERTY DESCRIPTION
51. PROPERTY IDENTIFICATION	52. PROPERTY DESCRIPTION
53. PROPERTY IDENTIFICATION	54. PROPERTY DESCRIPTION
55. PROPERTY IDENTIFICATION	56. PROPERTY DESCRIPTION
57. PROPERTY IDENTIFICATION	58. PROPERTY DESCRIPTION
59. PROPERTY IDENTIFICATION	60. PROPERTY DESCRIPTION
61. PROPERTY IDENTIFICATION	62. PROPERTY DESCRIPTION
63. PROPERTY IDENTIFICATION	64. PROPERTY DESCRIPTION
65. PROPERTY IDENTIFICATION	66. PROPERTY DESCRIPTION
67. PROPERTY IDENTIFICATION	68. PROPERTY DESCRIPTION
69. PROPERTY IDENTIFICATION	70. PROPERTY DESCRIPTION
71. PROPERTY IDENTIFICATION	72. PROPERTY DESCRIPTION
73. PROPERTY IDENTIFICATION	74. PROPERTY DESCRIPTION
75. PROPERTY IDENTIFICATION	76. PROPERTY DESCRIPTION
77. PROPERTY IDENTIFICATION	78. PROPERTY DESCRIPTION
79. PROPERTY IDENTIFICATION	80. PROPERTY DESCRIPTION
81. PROPERTY IDENTIFICATION	82. PROPERTY DESCRIPTION
83. PROPERTY IDENTIFICATION	84. PROPERTY DESCRIPTION
85. PROPERTY IDENTIFICATION	86. PROPERTY DESCRIPTION
87. PROPERTY IDENTIFICATION	88. PROPERTY DESCRIPTION
89. PROPERTY IDENTIFICATION	90. PROPERTY DESCRIPTION
91. PROPERTY IDENTIFICATION	92. PROPERTY DESCRIPTION
93. PROPERTY IDENTIFICATION	94. PROPERTY DESCRIPTION
95. PROPERTY IDENTIFICATION	96. PROPERTY DESCRIPTION
97. PROPERTY IDENTIFICATION	98. PROPERTY DESCRIPTION
99. PROPERTY IDENTIFICATION	100. PROPERTY DESCRIPTION

EXHIBIT "B-1"

Disannexation Map

(attached)

CITY OF HOUSTON, TEXAS
OFFICE OF THE CITY CLERK
JANUARY 1, 2014



Yalga, LLC 3400 Shreve Ave, Suite 100 Dallas, TX 75245 Tel: (214) 635-1111 Fax: (214) 635-1111 Email: info@yalga.com Registered in TX: 11/15/2014		SHEET 1 OF 1
DEANNEXTION AREA LA CACHE CITY OF BELTON, BELL COUNTY, TEXAS		
GRAPHIC SCALE 0 10 20 FEET		PROJECT INFORMATION DATE: _____ BY: _____ DESCRIPTION: _____ COUNTY: BELL COUNTY, TEXAS COUNTY LOCATION: LA CACHE, TEXAS PREPARED BY: YALGA, LLC DATE: 11/15/2014

EXHIBIT "C"

Easement

PUBLIC UTILITY EASEMENT

DATE: _____, 201__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: **The City of Belton, Texas**

GRANTEE'S MAILING ADDRESS (including County): _____,

Bell County, TX _____

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: The following described property near the City of Belton, Bell County, Texas:

All public and private streets, utility easements, and rights-of-way within the _____ Subdivision, Phase _____ (the "Subdivision"), a subdivision in Bell County, Texas, according to the map or plat thereof recorded under Document No. _____, Plat Records of Bell County, Texas.

GRANTOR, in consideration of the mutual covenants and agreements set forth in that certain Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development between GRANTOR and GRANTEE, dated effective as of _____, 2010, as amended (the "Agreement"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, a perpetual easement as provided and set forth in the Agreement, including, but not limited to, the easement for:

(i) the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of electricity, natural gas, water, sanitary sewer, drainage and/or telecommunications or other such utility services including cable television services and all other municipal services in, upon, under and across such streets and roadways;

(ii) the purpose of providing or causing to be provided solid waste and recycling services, and giving the GRANTEE and its authorized officers and designees uninhibited ingress and egress over, across and through such streets and roadways for the purpose of providing or causing to be provided solid waste and recycling services; and

(iii) GRANTEE to provide utility and public services, to regulate, manage and control the use and occupancy of such public and private streets, utility easements, and rights-of-way, to grant permits, licenses and franchises, and to require third parties to have a permit, license or franchise to provide utility or public services to abutting land and property, or to place, construct, operate, repair, maintain, rebuild, replace, relocate and remove or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of electricity, natural gas, water, sanitary sewer, drainage and/or telecommunications or other such utility services including cable television services, solid waste services, and all other municipal services in, upon, under and across such streets and roadways.

By this instrument and for the consideration stated herein, GRANTOR, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, the authority to control, manage, regulate, franchise, license and administer the use and occupancy of such streets and roadways by third parties, e.g. utilities, telecommunications providers, cable television and public service providers, for the purpose of providing any service or product to adjoining or abutting property or to any other property within the Subdivision, in substantially the same manner that the City exercises such authority and power over the streets and roadways located within the City, including, but not limited to, the power to demand and require third parties to obtain a franchise, license or permit for the use and occupancy of the streets and roadways. In consideration of this grant, the City expressly agrees to require all such third parties and franchisees to repair, in compliance with City established ordinances, standards, and specifications, all cuts, excavations and damages made by them to and within such streets and roadways.

This easement is granted by GRANTOR and accepted by GRANTEE subject to the rights of GRANTOR and/or _____ District (the "District"), a political subdivision of the State of Texas created pursuant to the Agreement, to utilize the Property for water, wastewater and drainage facilities and such rights are expressly reserved by GRANTOR on behalf of itself and the District. This easement is also granted by GRANTOR and accepted by GRANTEE subject to the rights of GRANTOR, and/or _____ District (the "District"), a political subdivision of the State of Texas created pursuant to the Agreement, to utilize the Property for water facilities and such rights are expressly reserved by GRANTOR on behalf of itself and the District. Such use by GRANTOR and/or the District will not be subject to the terms of this easement or to the payment of any franchise, license or permit fee to the City.

The easement, rights and privileges granted hereby are made by GRANTOR and accepted by GRANTEE subject to any and all easements, covenants, rights-of-way, conditions, restrictions, mineral reservations and royalty reservations, if any, relating to the Property, to the extent, but only to the extent the same may still be in force and effect, and shown of record in the Office of the County Clerk of Bell County, Texas, or that may be apparent on the Property as of the date this easement becomes effective as to portions of the Property as provided herein and not inconsistent with the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, and GRANTEE's successors and assigns forever; and GRANTOR does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto 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 no further.

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

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF BELL

This instrument was acknowledged before me on the ____ day of _____, 20____, on behalf of _____, by _____, its _____, on behalf of said company.

(SEAL)

Notary Public - State of Texas

Accepted and Approved:

CITY OF BELTON, TEXAS (GRANTEE)

Sam A. Listi, City Manager

Date: _____

STATE OF TEXAS

§
§
§

COUNTY OF BELL

This instrument was acknowledged before me on the ____ day of _____, 20____, by Sam A. Listi, City Manager of the City of Belton, Texas, a Texas municipal corporation, on behalf of said city.

(SEAL)

Notary Public - State of Texas

JOINDER OF MORTGAGEE

The undersigned ("Mortgagee"), being the present legal and equitable owner and holder of a deed of trust lien against the real property on which the Property (as defined above) is located pursuant to that certain Deed of Trust dated _____, executed by _____ ("Grantor") and recorded under Document No. _____, Official Public Records of Bell County, Texas (as the same may have heretofore been amended, the "Deed of Trust"), does hereby join in the execution of this Public Utility Easement for the limited purpose of confirming Mortgagee's agreement that (a) the execution by Developer of this Public Utility Easement will not constitute a default under the Deed of Trust, or any of the other collateral documents evidencing or securing the indebtedness secured by the Deed of Trust (collectively, the Deed of Trust and such other documents, if any, are referred to herein as the "Security Documents"), and (b) the liens, security interests, assignments and/or other encumbrances effectuated by the Security Documents shall, as to any interest in real property covered by the Security Documents and now or hereinafter considered to be a part of the Property as defined in this Public Utility Easement, in all things be subordinate and inferior to the easement, rights and privileges granted by this Public Utility Easement and the terms, provisions, covenants and conditions set forth herein.

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on this the _____ day of _____, 20____, by _____ of _____, a national banking association, on behalf of said national banking association.

(SEAL)

Notary Public - State of Texas

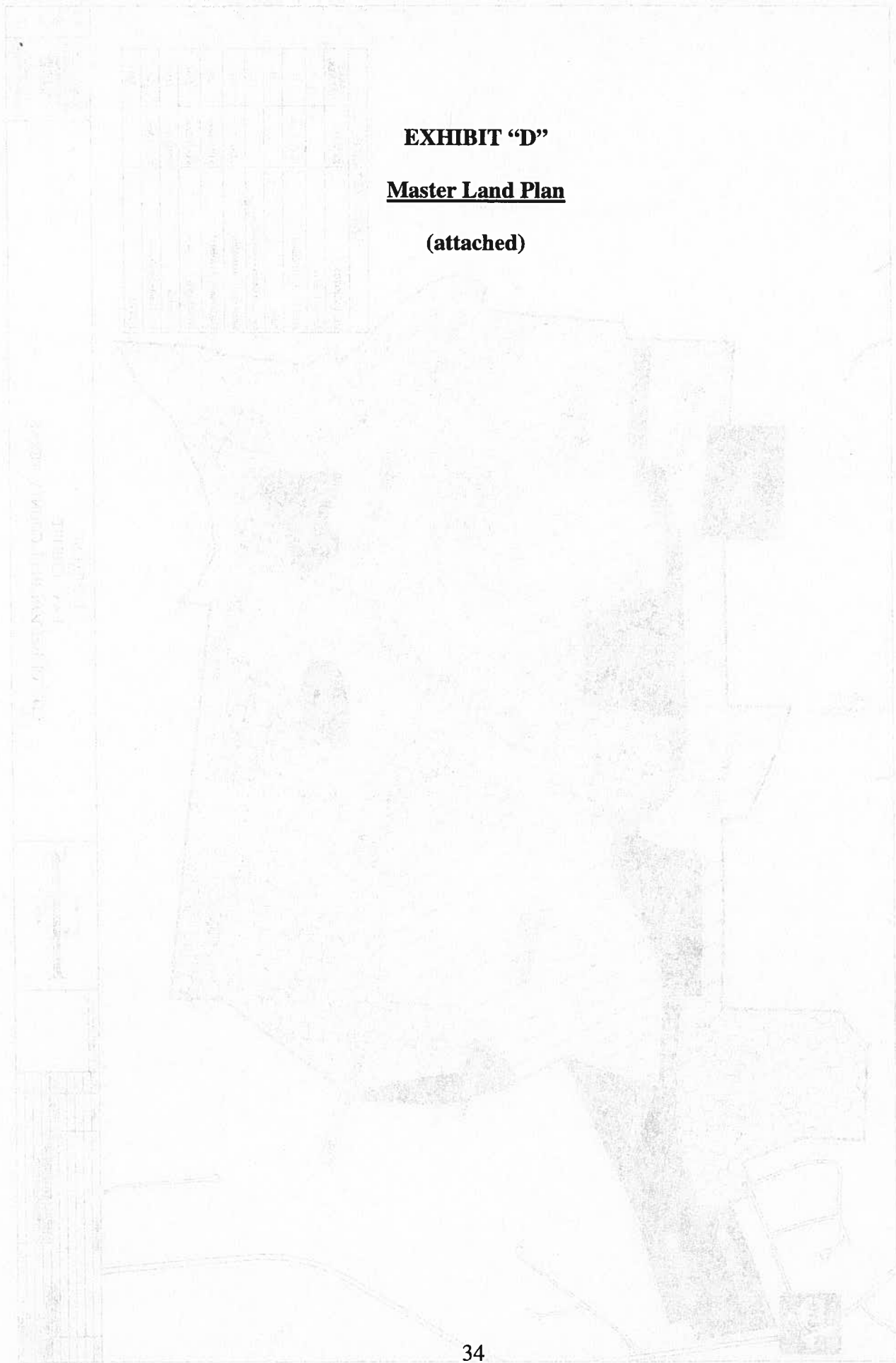
After recording return to:

Attn: City Clerk
City of Belton, Texas
P.O. Box 120
Belton, TX 76513-0120

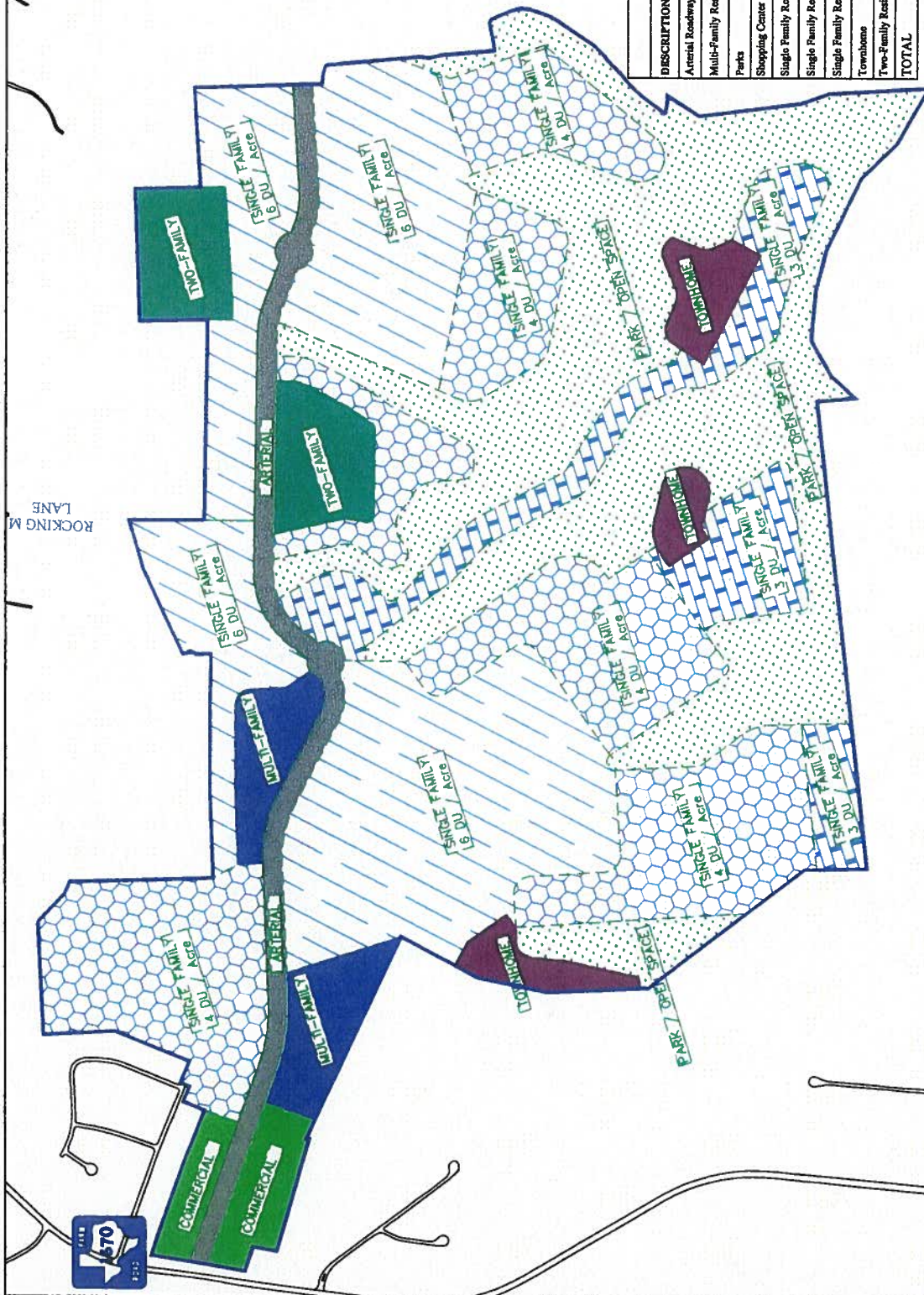
EXHIBIT "D"

Master Land Plan

(attached)

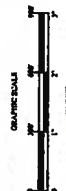


ROCKING M
LANE



LAND USE TABLE		
DESCRIPTION	DENSITY	AREA (ACRES)
Arterial Roadway		24
Multi-Family Residential	40 DU / Acre	17
Parks		135
Shopping Center / Commercial		12
Single Family Residential	3 DU / Acre	43
Single Family Residential	4 DU / Acre	98
Single Family Residential	6 DU / Acre	176
Townhome	8 DU / Acre	15
Two-Family Residential	9 DU / Acre	20
TOTAL		540

LAND USE
LA CACHETTE
CITY OF BELTON, BELL COUNTY, TEXAS



EXT.	DESCRIPTION	DATE	BY	PRODUCT INFORMATION
1	PERSONAL RELEASE PROPERTY NUMBER: 10000 COURTESY PT. ON CI BIRTH LOCATION ELIZABETH, NJ AUTHORIZED BY: NEW	02/20/99	BTB	

PRINTED IN GREAT BRITAIN

Yalco, LLC
 309 Illinois Ave., Suite 100
 Killeen, TX 76543
 PH (254) 933-3333
 FX (254) 933-0032

Texas Registered
 Engineering Firm F-10264

EXHIBIT "E"

Design Standards and Design Guideline Districts

(attached)

EXHIBIT E

DEFINITIONS

Masonry Products: This shall include the following materials: Hard fired brick, stone, decorative concrete block, concrete pre-cast or tilt-wall panel, three step hard coat stucco, glass blocks or tiles.

Cementitious Products: This shall include Hardi Plank-type products and shall allow for lap siding but shall not allow for 4'X8' sheet siding.

Area Calculations Exclusions: The following shall not be included in the masonry requirement calculations: windows, doors, gables, walls above roof lines, porches and patios greater than 4' X 8' and other architectural reliefs.

Fence Relief: Bump-outs in fence alignments which provide additional area adjacent to arterial ROW. These areas are to be improved with berms, trees and shrubs.

DBH: Diameter of tree at breast height.

DESIGN DISTRICTS

Public Space, Arterial Road (Single Family, Two-family & Townhome)

Living Unit: First story of house shall be a minimum of 90% masonry and second story shall be a minimum of 75% masonry. Remaining façade to be comprised of cementitious products or equal. More than one-half of all houses shall have a roof pitch of 6:12 or steeper.

Landscaping: Top-rail fence with masonry columns shall be placed at turn points and a minimum of every 150 feet. Undulating berms with trees and shrubs shall be placed at fence relief locations.

Semi-Public Space, Collector Road (Single Family, Two-family & Townhome)

Living Unit: For sides of house facing roadway; first story shall be a minimum of 90% masonry and second story shall be a minimum of 75% masonry. Remaining façade to be comprised of cementitious products or equal. More than one-half of all houses shall have a roof pitch of 6:12 or steeper.

Landscaping: Top-rail fence with masonry columns shall be placed at turn points and at a minimum of every 150 feet. A minimum of one 1.5" DBH tree, three 5-gallon shrubs, and five 1-gallon shrubs shall be placed in the front yard of every house. A minimum of one 1.5" DBH tree shall be placed in the rear yard of every house. Front and side yards, where visible from roadway shall be sodded.

Semi-Private Space, Residential Road (Single Family, Two-family & Townhome)

Living Unit: For sides of house facing roadway; first story shall be a minimum of 90% masonry and second story shall be a minimum of 75% masonry. Remaining façade to be comprised of cementitious products or equal. More than one-half of all houses shall have a roof pitch of 6:12 or steeper.

Landscaping: A minimum of one 1.5" DBH tree, three 5-gallon shrubs, and five 1-gallon shrubs shall be placed in the front yard of every house. A minimum of one 1.5" DBH tree shall be placed in the rear yard of every house. Front and side yards, where visible from roadway shall be sodded.

Multi-Family

Living Unit: First story of sides facing roadway shall be a minimum of 90% masonry.

Landscaping: A minimum of five 1.5" DBH trees, fifteen 5-gallon shrubs, and twenty 1-gallon shrubs per acre shall be required. All yards shall be sodded.

Commercial

Structure: For sides of structure facing roadway; first story shall be a minimum of 90% masonry and second story shall be a minimum of 75% masonry.

Landscaping: A minimum of four 1.5" DBH trees, ten 5-gallon shrubs, and fifteen 1-gallon shrubs per acre shall be required. All yards shall be sodded. No more than 50% of the trees and shrubs shall be from the same species. All landscaping shall be separated from vehicular use areas by a barrier. Landscaping shall not obstruct view of vehicular traffic.

NOTES

Tree Credit: Credit shall be given for saved trees at a rate of 1"DBH:1"DBH.

Variance: City Manager may grant variances to these Design Guidelines.

EXHIBIT "E-1"

Design Guideline District Map

(attached)

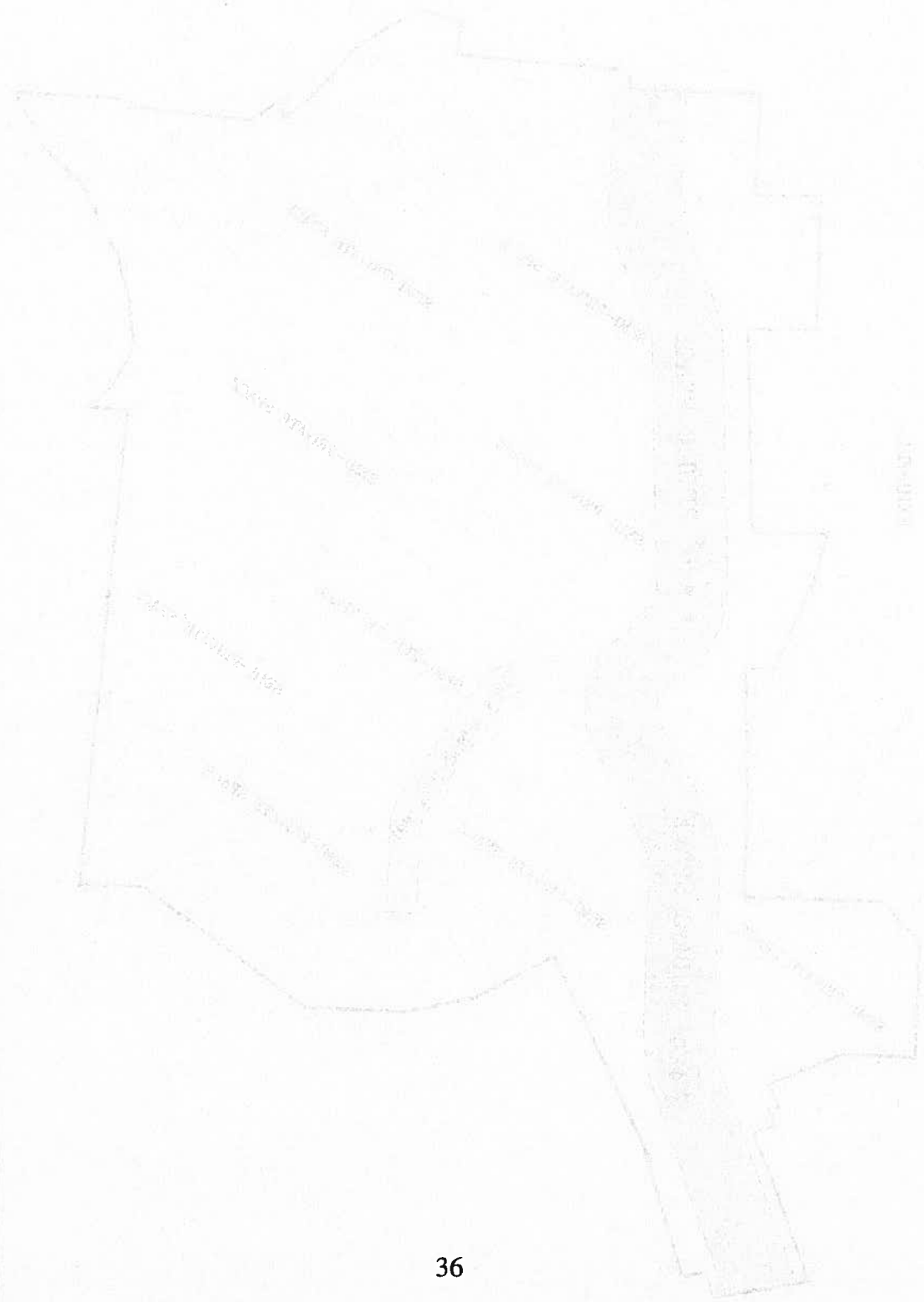
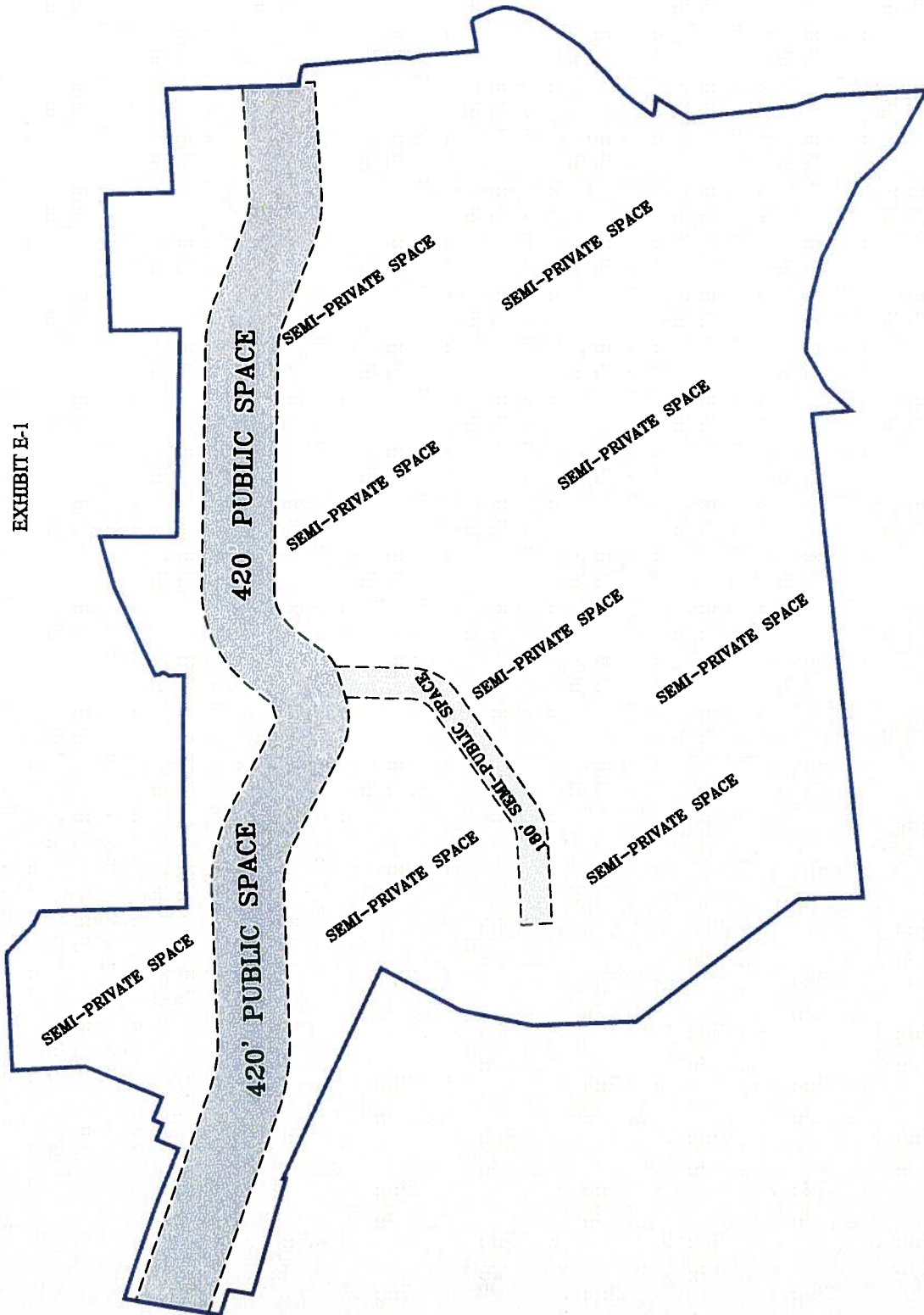


EXHIBIT E-1



DESIGN GUIDELINE DISTRICTS
LA CACHETTE
CITY OF BELTON, BELL COUNTY, TEXAS

[illegible]

Yalco, LLC
3009 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-3333
FX (254) 953-0032

Texas Registered
Engineering Firm F-10264

DISTRICT CONSENT RESOLUTION**RESOLUTION OF THE CITY OF BELTON, TEXAS, GIVING CONSENT TO CREATION OF BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, WHICH IS IN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY.**

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, W&B DEVELOPMENT II, LLC, (the "Petitioner") wishes to create Bell County Municipal Utility District No. 1 (the "District") to serve the 540 acres of land in Bell County, Texas described in the attached Exhibit "A" ("Petitioner's Land"); and

WHEREAS, Texas Local Government Code, Section 42.042, provides that land within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city, town, or village; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City a Petition for Consent to Creation of Bell County Municipal Utility District No. 1; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks, wastewater, drainage system and arterial road with roundabouts; and

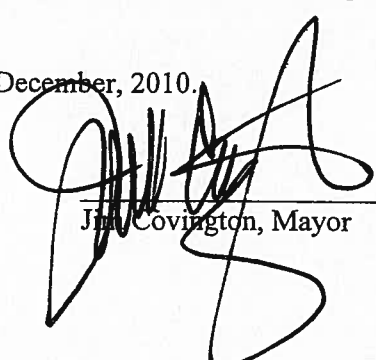
WHEREAS, the City has approved a Development Agreement and Consent to Creation of Bell Municipal Utility District No. 1 and Development of the La Cachette Development, dated December 21, 2010, (the "Agreement") governing the creation of Bell County Municipal Utility District No. 1 to include those portions of the Petitioner's Land described in the Agreement; and

WHEREAS, the City Council of the City desires to adopt this Resolution for the purpose of consenting to the creation of the District.

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


1. That all of the matters and facts set out in the preamble hereof be true and correct.
2. That, subject to the terms and conditions of the Agreement, the City Council of the City hereby specifically gives its written consent, as provided by Texas Local Government Code, Section 42.042 and Texas Water Code, Section 54.016, to the creation of the Bell County Municipal Utility District No. 1, which is within the extraterritorial jurisdiction of the City, the boundaries of such District being described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED on this 21st day of December, 2010.



Jim Covington, Mayor

ATTEST:



Connie Torres, City Clerk

EXHIBIT A (District Consent Resolution)

BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
539.63 ACRES
BELL COUNTY, TEXAS

Being all that certain tract or parcel of land situated in the C. H. Fitch Survey, A-316, the John Lewis Survey, A-512, the S.C. Fitch Survey, A-371, and the Young Williams Survey, A-861, Bell County, Texas, being all of Tract One (called 442.51 acres), Tract Two (called 23.923 acres), and Tract 4 (called 8.440 acres) described in deed to Weldon Whitis and Bruce Whitis in Volume 4441, Page 575, Official Records, Bell County, Texas, and all of that certain called 64.7 acre tract described in deed to Whitis Land Investments, Ltd., in Volume 6622, Page 114, Official Records, Bell County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod at the southeast corner of said Tract 4 (called 8.440 acres), same being in the north line of said Tract One (called 442.51 acres), also being the southwest corner of Tract Three (called 6.747 acres) also described in deed to Weldon Whitis and Bruce Whitis in Volume 4441, Page 575, Official Records, Bell County, Texas, for corner of the herein described tract,

THENCE N 17°42'07" E, 444.85 along the west line of said Tract Three and east line of said Tract Two to an iron pipe for corner of the herein described tract;

THENCE in a westerly direction along the north line of said Tract Three with the following courses:

1. N 88°11'16" W, 310.38 feet to an iron pipe;
2. S 83°11'40" W, 317.12 feet, to an iron pipe;
3. S 82°58'31" W, 246.70, feet to an iron pipe, for the northwest corner of said Tract Three;

THENCE in a southerly direction along the west line of said Tract Three with the following courses:

1. S 10°13'31" W, 26.66 feet;
2. S 29°13'59" E, 10.60 feet;
3. S 01°30'59" E 14.54 feet;
4. S 43°00'42" W, 24.35 feet;
5. S 61°37'21" W, 12.89 feet;
6. S 14°33'54" W, 88.90 feet, to an iron pipe in a fence corner, for an ell corner;

THENCE N 71°44'38" W, 190.17 feet, westerly, along a north line of said Tract Three to an iron rod in the north line of said Tract One;

THENCE in a westerly direction along the north line of said Tract One with the following courses:

1. N 70°34'14" W, 44.59 feet, an iron rod for corner;
2. N 72°25'22" W, 616.92 feet, an iron rod for corner;
3. N 74°43'06" W, 507.39 feet, an iron rod in the east line of said 64.7 acre tract, for corner;

THENCE N 15°55'53" W, 851.78 feet, westerly, along an east line of said 64.7 acre tract to a cedar, for the northeast corner of said 64.7 acre tract;

EXHIBIT A

THENCE in a westerly direction a the north line of said 64.7 acre tract with the following courses:

1. N 48°17'37" W, 82.11 feet, a post for corner;
2. N 28°55'27" W, 225.10 feet, a post for corner;
3. N 58°18'37" W, 18.24 feet, an elm for corner;
4. N 75°42'40" W, 266.08 feet, an iron rod for corner;
5. N 75°23'12" W, 237.82 feet, an iron rod for corner;
6. N 73°19'20" W, 164.19 feet, an iron rod for the northeast corner of Lot 5, Block 6, Stoneoak Subdivision, Phase 2, recorded in Cabinet B, Slide 334-B, Plat Records, Bell County, Texas, for corner of the herein described tract;

THENCE along the easterly and southerly boundaries of Block 6, Stoneoak Subdivision, Phase 2 with the following courses:

1. S 14°37'25" W, 427.85 feet, an iron rod for corner;
2. S 39°36'49" W, 477.27 feet, an iron rod for corner;
3. S 50°23'11" W, 139.40 feet, an iron rod in the north margin of Stoneoak Dr., for corner;

THENCE S 39°36'49" W, 60.00 feet, to an iron rod in the south margin of Stoneoak Dr, for corner;

THENCE N 50°23'59" W, 99.90 feet, along the south margin of Stoneoak Dr., to an iron rod for the northeast corner of Block 3, Stoneoak Subdivision, Phase 2, for corner;

THENCE along the easterly and southerly boundaries of Block 3, Stoneoak Subdivision, Phase 2 with the following courses:

1. S 39°39'11" W, 139.38 feet, an iron rod for the northeast corner of Lot 5, Block 3, Stoneoak Subdivision, Phase 2, for corner;
2. N 50°23'11" W, 311.48 feet, an iron rod, for corner;
3. N 53°09'02" W, 458.34 feet, an iron rod for the southwest corner of Lot 1, Block 3, Stoneoak Subdivision, Phase 2, same being the southeast corner of Lot 1, Block 1, Stoneoak Subdivision, Phase 1, recorded in Cabinet B, Slide 236-B, Plat Records, Bell County, Texas, for corner;

THENCE N 53°50'25" W, 155.91 feet, along the south line of said Lot 1, Block 1, to an iron rod in the east margin of FM 1670, for corner;

THENCE S 27°04'56" W, 566.14 feet, along the east margin of FM 1670 for an iron rod in the north line of Lot 6, Block 1, Stoneoak Subdivision, Phase 1, for corner;

THENCE along the easterly and southerly boundaries of Lot Lot 6, Block 1, Stoneoak Subdivision, Phase 1, with the following courses:

1. S 53°56'27" E, 155.87 feet, an iron rod for corner;
2. S 27°04'53" W, 145.23 feet, an iron rod for the southeast corner of said Lot 6, Block 1, Stoneoak Subdivision, Phase 1, and corner of the herein described tract;

EXHIBIT A

THENCE along the southeasterly along the southerly boundary of said 64.7 acre tract with the following courses:

1. S 56°19'35" E, 696.11 feet, an iron rod, for corner;
2. N 23°01'40" E, 18.36 feet, an iron rod, for corner;
3. S 47°22'19" E, 1346.71 feet, an iron rod, in the west line of said Tract One and an ell corner of the herein described tract;

THENCE in a southerly direction along the fenced west line of said Tract One with the following courses:

1. S 45°43'29" W, 521.79 feet, an iron rod, for corner;
2. S 28°59'19" W, 430.76 feet, an iron rod, for corner;
3. S 15°02'24" W, 590.71 feet, a 12" cedar, for corner;
4. S 31°13'21" W, 11.21 feet, a 12" cedar, for corner;
5. S 28°24'41" W, 2.53 feet, an iron rod for the north corner of the called 8.12 acre tract described in deed to the United States of America in Volume 874, Page 283, Deed Records of Bell County, Texas;

THENCE S 19°42'32" E, 1187.26 feet, along a east line of said 8.12 acre tract and west line of said Tract One to an iron pipe for the south corner of said 8.12 acre tract, for corner;

THENCE S 15°55'45" W, 377.40 feet, along a north west line of said Tract One to an iron pipe for the westerly southwest corner of the herein described tract;

THENCE S 78°41'13" E, 2847.43 feet, along a south line of said Tract One and existing fence to an iron pipe in a fence corner, same being an ell corner of the herein described tract;

THENCE S 12°34'41" W, 179.99 feet, to a 24" elm for corner;

THENCE S 11°10'54" W, 50.44 feet, to an iron spike in the left (north) bank of the Lampasas River for an ell corner of the herein described tract;

THENCE in a easterly direction along the south line of said Tract One, south line of said Tract Two, and left bank of the Lampasas River with the following courses:

1. N 59°59'13" E, 199.88 feet, a 20" elm, for corner;
2. N 78°13'20" E, 243.74 feet, a post, for corner;
3. S 69°41'17" E, 41.82 feet, a 20" cottonwood, for the most southerly southeast corner of Tract One, and the southwest corner of said Tract Two, for corner;
4. S 67°06'56" E, 265.25 feet, a 12" elm, for corner;
5. S 58°22'11" E, 253.61 feet, a 16" elm, for corner;
6. S 46°50'39" E, 484.90 feet, a 20" pecan, for corner;
7. S 26°54'16" E, 296.66 feet, a 8" elm, for corner;
8. S 43°48'14" E, 386.96 feet, an iron pipe for the southeast corner of said Tract Two, and southeast corner of the herein described tract;

EXHIBIT A

THENCE in a northerly direction along the fenced east line of said Tract Two, and east line of the herein described tract, with the following courses:

1. N 14°02'58" E, 599.18 feet, a post, for corner;
2. N 02°07'12" E, 180.92 feet, a post, for corner;
3. N 10°32'57" E, 614.21 feet, a post, for corner;
4. N 49°54'32" E, 229.03 feet, a fence corner post for the northeast corner of said Tract Two;

THENCE in a westerly direction along a fenced north line of said Tract Two, and east line of the herein described tract, with the following courses:

1. N 72°21'30" W, 39.54 feet, an iron rod, for corner;
2. N 64°20'47" W, 70.85 feet, an iron rod in a fence corner in the east line of said Tract One, for corner of the herein described tract;

THENCE in a northerly direction along the fenced east line of said Tract One, and east line of the herein described tract, with the following courses:

1. N 53°59'40" E, 167.20 feet, an iron rod, for corner;
2. N 59°20'36" E, 58.19 feet, an iron rod, for corner;
3. N 62°55'16" E, 71.72 feet, an iron rod, for corner;
4. N 69°11'44" E, 68.89 feet, a an iron rod, for corner;
5. N 62°45'31" E, 112.05 feet, an iron rod, for corner;
6. N 73°56'23" E, 35.96 feet, an iron rod, for corner;
7. N 61°52'10" E, 86.51 feet, an iron rod, for corner;
8. N 51°31'36" E, 274.08 feet, an iron rod, for corner;
9. N 45°30'37" E, 58.94 feet, an iron rod, for corner;
10. N 35°22'34" E, 111.93 feet, an iron rod, for corner;
11. N 24°37'26" E, 55.46 feet, an iron rod, for corner;
12. N 02°52'20" E, 61.55 feet, an iron rod, for corner;
13. N 05°33'08" W, 125.86 feet, an iron rod, for corner;
14. N 42°54'00" W, 25.42 feet, an iron rod, for corner;
15. N 83°42'20" W, 111.89 feet, a post, for corner;
16. N 79°38'56" W, 59.70 feet, an iron rod, for corner;
17. N 12°35'12" E, 319.71 feet, a 14" cedar, for corner;
18. N 03°59'50" E, 60.17 feet, an iron rod, for corner;
19. N 00°04'49" E, 10.78 feet, an iron rod, for corner;
20. N 24°58'14" E, 56.12 feet, an iron rod, for corner;
21. N 12°05'54" E, 554.94 feet, an iron rod, for corner;
22. N 14°09'42" W, 13.29 feet, an iron rod, for corner;
23. N 54°33'04" W, 43.94 feet, an iron rod, for corner;
24. N 67°13'03" W, 67.22 feet, an iron rod, for corner;
25. N 15°57'36" E, 766.87 feet, an iron rod in a fence corner , same being the most easterly northeast corner of said Tract One, for corner of the herein described tract;

EXHIBIT A

THENCE N 76°03'02" W, 608.28 feet, along the fenced north line of said Tract One to an iron rod in a fence corner for an ell corner of the herein described tract;

THENCE N 16°06'35" E, 385.98 feet, along a fenced east line of said Tract One to an iron pipe in a fence corner for corner;

THENCE N 74°31'12" W, 801.90 feet, along a fenced north line of said Tract One to an iron pipe in a fence corner for corner;

THENCE S 16°27'16" W, 399.55 feet, along a fenced line of said Tract One to an iron pipe in a fence corner for corner;

THENCE N 71°41'44" W, 1155.49 feet, along a fenced north line of said Tract One to an iron rod for the southeast corner of said Tract Three (called 6.747 acres), for corner;

THENCE N 71°42'51" W, 62.25 feet along the south line of said Tract Three and north line of said Tract One to the **PLACE OF BEGINNING** and containing a called mathematical total of 539.63 acres of land, more or less.

SURVEYOR'S NOTES:

The above metes and bounds were prepared for illustrative purposes only to encompass the above referenced tracts, is a compilation of the record documents of said tracts, the bearing ofs which were rotated to north as determined by GPS observations performed by others, and is not to be construed to represent a boundary survey made on the ground by this Surveyor.

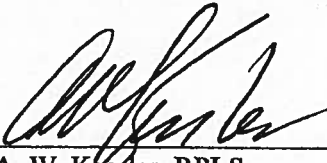
 6-30-09
A. W. Kessler, RPLS



EXHIBIT "G"

List of Bondable Items

(attached)

EXHIBIT G

IMPROVEMENTS ALLOWED TO BE FINANCED WITH BONDS

Sanitary

Design, survey, and construction of off-site and on-site mains, services, lift station(s), appurtenances, and other sanitary improvements allowed to be financed by Municipal Utility Districts.

Water

Design, survey, and construction of off-site and on-site mains, services, appurtenances, and other water supply improvements allowed to be financed by Municipal Utility Districts.

Drainage

Design, survey, and construction of off-site and on-site piping, channels, structures, detention/retention, appurtenances, and other drainage improvements allowed to be financed by Municipal Utility Districts.

Roadway

Design, Survey, and construction of Rocking M Lane, the proposed East-West arterial road, arterial roundabouts, and other roadways approved by The City of Belton.

AGGREGATE COST FOR ABOVE ITEMS: \$20,400,000.00

Maximum Bond Authorization (2010 value): \$15,500,000.00

EXHIBIT "H"

Roadway and Off-Site Utility Plan

(attached)

**ROADWAY & OFF-SITE UTILITIES
LA CACHETTE
CITY OF BELTON, BELL COUNTY, TEXAS**



PROJECT INFORMATION		DATE		BY	
PROJECT NAME	PROJECT NO.	DATE	BY	DATE	BY
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EXHIBIT H

EXHIBIT H

PROJECT	2
DATE	07
BY	2

Yalga, LLC
 12345 Main St.
 Belton, TX 76513
 P: (254) 333-3333
 F: (254) 333-3333
 Email: info@yalga.com
 Texas Registered
 Engineering Firm # 12345

LA CACHETTE
 CITY OF BELTON, BELL COUNTY, TEXAS



MATCH LINE

DATE	BY	DESCRIPTION
07/15/2023	J. Smith	Initial Design
08/01/2023	J. Smith	Final Design
08/15/2023	J. Smith	As-Built
09/01/2023	J. Smith	Final Review
09/15/2023	J. Smith	Final Approval
10/01/2023	J. Smith	Final Construction
10/15/2023	J. Smith	Final Inspection
11/01/2023	J. Smith	Final Completion
11/15/2023	J. Smith	Final Handover
12/01/2023	J. Smith	Final Closeout
12/15/2023	J. Smith	Final Project

Staff Report – Planning & Zoning Item



Date: December 20, 2016
Case No.: P-16-35
Request: Final Plat
Applicant: Quadruple Bogey Development, LLC

Agenda Item

P-16-35 Consider a final plat for Dawson Ridge, a 59.265 acre tract of land, located north of Sparta Road, south of Lake Road/FM 439, and west of the existing Dawson Ranch subdivision.

Originating Department

Planning – Erin Smith, Director of Planning

Case Summary

This is a 129-lot subdivision proposed for single family residential and town home development.

Project Analysis and Discussion

This is a single family and town home subdivision, containing a total 129 lots, proposed as Dawson Ridge subdivision. A zone change to Single Family-2 Zoning District for 121 lots and Patio Home Zoning District for 8 lots has been completed. The size of the proposed lots is in conformance with the Single Family-2 and Town Home zoning district requirements in all respects. The developer is proposing to construct this subdivision in two phases. Phase I is proposed to contain 8 patio home lots, 63 single family lots, and Tract A with proposed lift station #1. Phase II is proposed to contain 58 single family lots and Tract D with proposed lift station #2.

There are three entrances proposed to this subdivision from Chisholm Trail Parkway, Canyon Heights Road and Spring Canyon Road. Currently, Chisholm Trail Parkway pavement ends at Spring Canyon Road. The developer is proposing to connect Canyon Heights Road to Chisholm Trail Parkway. The collector street portion of this Chisholm Trail Parkway will end at Spring Canyon Road and transition from a 37' wide collector street into a 31' wide local street. The proposed patio homes will be located on Lots 1-8, Block 6 fronting Chisholm Trail Parkway. This portion of Chisholm Trail Parkway will contain a 31' pavement width and function as a local street. The remaining 121 lots will contain single family homes.

Spring Canyon Road is a collector street with 60' of ROW and a 37' pavement width. The developer is proposing to extend this collector street to just north of the proposed lift station #2 (Tract A) with a 5' wide sidewalk along the east side side of this street. The developer is proposing to construct a 12' wide asphalt drive to proposed lift station #2 from where the street pavement ends for Spring Canyon. The Spring Canyon Road ROW is 60 feet to the southern plat boundary. The roadway is difficult to construct after this point without creating an off-site embankment due to the steep elevations in that area. A development agreement will be developed among the City, Developer, and HOA, and will be presented to City Council at an upcoming meeting. A component of the development agreement will be for the developer to provide funding for the remainder of Spring Canyon roadway and the 5' wide sidewalk from where it will terminate to the southern plat boundary. The developer has agreed to construct a ribbon curb where the Spring Canyon roadway will terminate to protect the structural integrity of the asphalt. City staff and the developer met on December 14th to discuss staff comments and we all came to an understanding of all items that need to be addressed. The standard provision is for a generator at each of the two lift station sites. Public Works is receptive to evaluating an alternative that will provide a single trailer mounted generator to meet this requirement for two sites.

Drainage is proposed to flow off-site into a proposed detention pond onto the adjoining private property south of this development. We have reviewed the drainage plan and the technical comments are included in the letter to the applicant's engineer dated December 14, 2016 (attached). An off-site drainage easement is required prior to final plat recording.

According to the Subdivision Ordinance, each residential subdivision is required to dedicate sufficient and suitable parkland and/or payment of fees-in-lieu of required parkland. The developer is proposing to construct a 6' wide concrete trail along the north side of Chisholm Trail Parkway to Waggoner Drive, and convey Tracts B and C to the City of Belton for current and future trail extension. The developer will construct a bulb-out turnaround on Tract B to allow for bike and pedestrians to turn around where the trail ends at Waggoner Drive. Tract C will allow for a future trail extension to the west. This concrete trail extension will provide a substantial benefit to the Belton community. In conjunction with the proposed 6' wide concrete hike and bike trail, the developer is requesting that the Dawson Ranch HOA Community Park, which will contain a proposed pool, basketball court, playground structure, and pavilions on Lot 2, Block 1 of the Dawson Ranch-Regatta Oaks HOA Addition, satisfy the parkland requirements. This seems reasonable, satisfying the park obligation in the Subdivision Ordinance, in our opinion.

This subdivision is located in 439 WSC CCN, and a letter has been submitted stating this area can be serviced by 439 WSC. City of Belton sewer will serve this subdivision. Tracts A and D are proposed to contain lift stations. Once the lift stations are constructed and all inspections are approved, the City of Belton will be responsible for maintenance.

We have reviewed the plat and find it acceptable, subject to conditions contained in the letter to the applicant's engineer.

Recommendation

Recommend approval of a final plat for Dawson Ridge, a 59.265 acre tract of land, subject to:

1. Resolution of the issue regarding the generator, subject to the Public Works Director and prior to Council approval with the objective for staff to resolve this revised proposal before the City Council meeting on January 10, 2017.
2. City's Letter to Applicant's Engineer dated December 14, 2016

Attachments

1. Final Plat Application
2. Final Plat
3. Final Plat Phases
4. Property Location Map
5. City's Letter to Applicant's Engineer dated December 14, 2016

City of Belton
Request for Subdivision Plat

To the City Council and the
Planning and Zoning Commission

Application is hereby made to the City Council for the following:

- ☐ Preliminary Subdivision
- ☒ Final Subdivision
- ☐ Administrative Plat
- ☐ Replat
- ☐ ETJ
- ☐ City Limits

Date Received: _____ Date Due: _____ (All plans are to be returned to Janelle within 5 working days)

Applicant: CAROTHERS DEVELOPMENT, LLC. Phone: (254) 939-5100
Mailing Address: 50 SOUTH WHEAT ROAD, BELTON, TX 76513
Email Address: jason@carotherstx.com

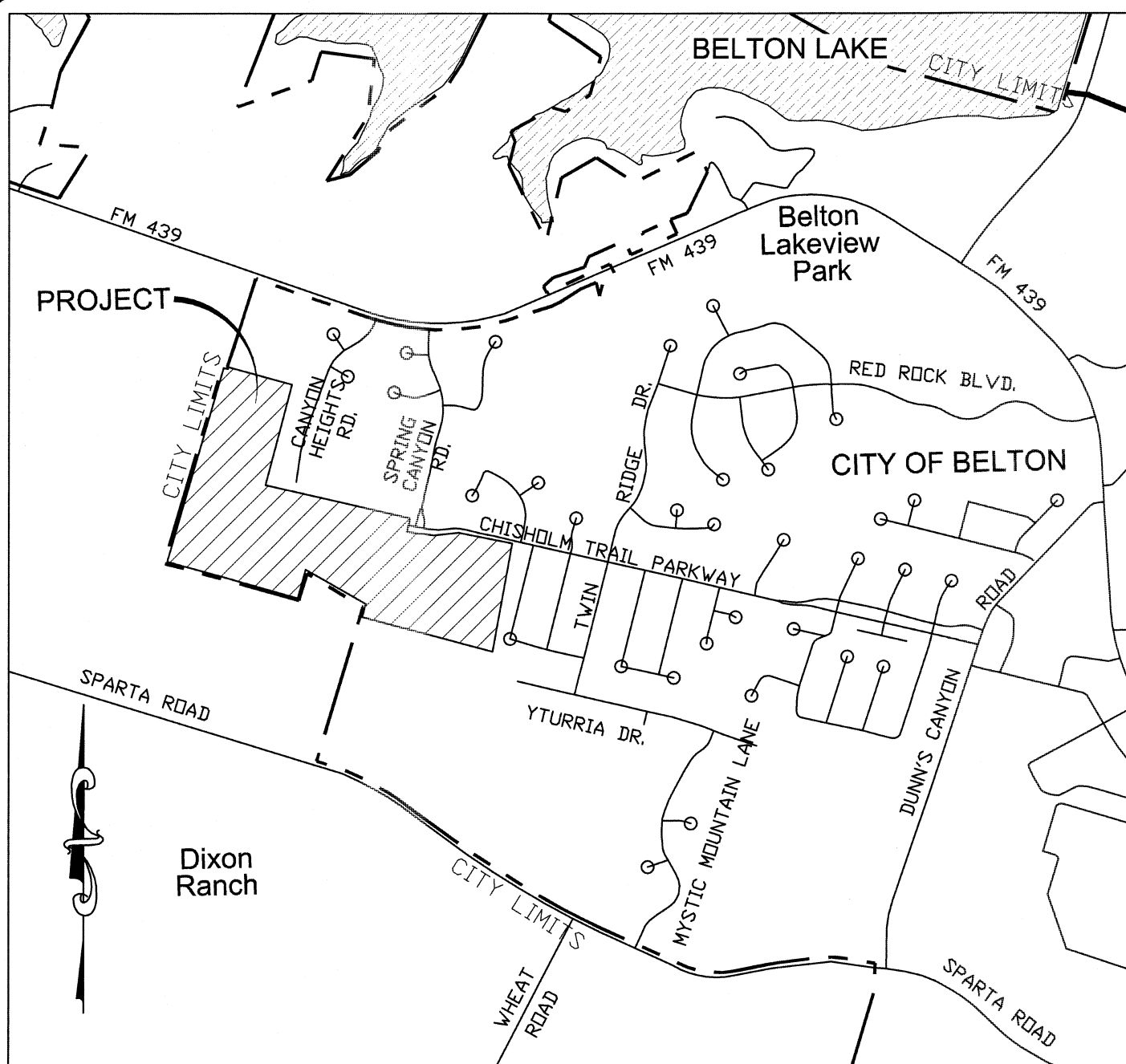
Owner: CAROTHERS DEVELOPMENT, LLC. Phone: 254-939-5100
Mailing Address: 50 SOUTH WHEAT ROAD, BELTON, TX 76513
Email Address: jason@carotherstx.com

Current Description of Property:

Lot: _____ Block: _____ Subdivision: DOC. 2013-00053964
Acres: 58.828 Survey: CHRISTOPHER CRUISE SURVEY
Abstract #: 166 Street Address: WEST END OF CHISHOLM TRAIL PKWY
Frontage in Feet: NA Depth in Feet: NA

Does Zoning comply with proposed use? YES Current Zoning: SF2
Name of proposed subdivision: DAWSON RIDGE ADDITION
Number of Lots: 136 Fee: \$ 658

Signature of Applicant:  Date: 8-14-15
Signature of Owner:  Date: 8-14-15



LOCATION MAP
(NOT TO SCALE)

PLAT NOTES:

NUMBER OF LOTS = 160
NUMBER OF LETTER TRACTS = 5
NUMBER OF BLOCKS = 10
ACREAGE OF ROW DEDICATION = 7.465 ACRES
C.L. LENGTH OF STREETS = 6,870 LF
TOTAL AREA OF SUBDIVISION = 59.265 ACRES
CHRISTOPHER CRUISE SURVEY, ABSTRACT NO. 166

EASEMENTS:

A 10.00' PUBLIC UTILITY EASEMENT ON THAT PORTION OF EACH LOT THAT IS CONTIGUOUS TO THE DEDICATED RIGHT-OF-WAY SHALL BE PART OF THIS PLAT, EXCEPT ON THE SOUTH SIDE OF CHISHOLM TRAIL PARKWAY AND THE FRONT OF BLOCK 9, LOTS 19-28 AND TRACT "B" FACING WAGGONER DRIVE, WHICH SHALL BE A 15' P.U.E. DRAINAGE EASEMENTS AND PUE NOT CONTIGUOUS TO STREETS ARE AS SHOWN IN PLAT.

BUILDING SETBACK AND EASEMENT NOTES FOR ALL LOTS (UNLESS OTHERWISE SPECIFIED) AND LEGEND:

SF-2 LOTS:

- (A) 25' TYP. FRONT BUILDING SETBACK
(B) 15' TYP. STREET SIDE BUILDING SETBACK
(C) 6' TYP. INTERIOR SIDE BUILDING SETBACK
(D) 20' TYP. REAR BUILDING SETBACK
(E) 10' TYP. RESIDENTIAL FRONT P.U.E.
(K) 10' P.U.E. WITH A STACKED 5' FORCE MAIN EASE. LOTS FRONT LOTS 1-4, BLOCK 3; LOTS 22 & 23, BLOCK 1
(F) 15' P.U.E. FRONT LOTS 19-28, BLOCK 9 (3-PHASE U.G. ELECT.)
(I) 15' P.U.E. REAR LOTS 1-3, BLOCK 4; LOTS 1-5, BLOCK 1 (3-PHASE U.G. ELECT.)
(F) 15' P.U.E. SIDE OF LOTS 1, BLOCK 3; LOT 30, BLOCK 1 (3-PHASE U.G. ELECT.)
(J) 20' P.U.E. FRONT LOTS 27 & 28, BLOCK 1; LOT 3, BLOCK 2 (PROTECTION OF OAK TREES)

PH LOTS:

- (A) 25' TYP. FRONT BUILDING SETBACK
(B) 15' TYP. STREET SIDE BUILDING SETBACK
(C) 10' TYP. WIDE SIDE BUILDING SETBACK
(H) 1.5' TYP. NARROW SIDE SETBACK
(D) 20' TYP. REAR BUILDING SETBACK
(D) 15' TYP. FRONT P.U.E. (3-PHASE U.G. ELECT.)

FEMA INFORMATION:

THIS ADDITION IS WITHIN FEMA FIRM MAP 48027C0330E, DATED SEPT. 28, 2008. ALL AREAS OF THIS SUBDIVISION ARE IN "ZONE X" AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD; AREAS OF 0.1% ANNUAL CHANCE OF FLOOD WITH A DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

NOTE: THE FINISH FLOOR ELEV. OF EACH HOUSE SHALL BE A MINIMUM OF 1.0' ABOVE THE T.C. GRADE AT THE HIGHEST POINT ON THE FRONT CURB, OR THE OWNER MUST SUBMIT A LOT LAYOUT AND DRAINAGE PLAN SEALED BY A PROFESSIONAL ENGINEER TO OBTAIN A BUILDING PERMIT.

PROJECT BENCH MARK:

PROJECT BENCHMARK: EL. 668.40 COTTON SPINDLE IN SOUTHEAST CORNER ATMOS CROSSING MATADOR DRIVE.
BENCHMARK DATUM IS NGVD29.

CITY OF BELTON MONUMENT INFORMATION:

THIS PLAT IS REFERENCED TO THE CITY OF BELTON HORIZONTAL CONTROL SYSTEM MONUMENTS:

MONUMENT B-519 (NAD 83 TEXAS CENTRAL ZONE)			MONUMENT B-18 (NAD 83 TEXAS CENTRAL ZONE)		
NORTHING	10375537.000		NORTHING	10377045.608	
EASTING	3186352.122		EASTING	3181794.966	
ELEVATION	687.16		ELEVATION	723.48	
CONVERGENCE	1" 27" 52.13"		CONVERGENCE	1" 27" 25.37"	
COMBINED SCALE FACTOR	0.9998832		COMBINED SCALE FACTOR	0.9998834	

THE BEARING BASIS IS THE LINE FROM MONUMENT B-18 TO MONUMENT B-519 WHICH BEARS N 71° 41' 00"W.
ALL DISTANCES ARE GRID.

FINAL PLAT DAWSON RIDGE ADDITION Belton, Texas

BEING 59.265 ACRES OF LAND SITUATED IN THE CHISTOPHER CRUISE SURVEY
ABSTRACT NO. 166, BELL COUNTY, TEXAS

Curve Table					
Curve #	Arc Len	Radius	Delta	Chord Len	Chord Brg
C1	169.19'	400.00'	02°41'40"4"	167.93'	N69°09'08"W
C2	150.65'	342.33'	02°51'21"49"	149.43'	S67°42'20"E
C3	159.77'	425.00'	02°1'32'21"	158.83'	S89°41'19"E
C4	159.19'	415.00'	02°1'58'41"	158.22'	S88°07'44"E
C5	172.08'	266.71'	03°6'57'57"	169.11'	S77°14'03"E
C6	61.03'	415.00'	00°8'25'32"	60.97'	S81°21'08"E
C7	104.96'	525.00'	01°1'27'15"	104.78'	N06°30'34"E
C8	3.43'	10.50'	01°8'43'22"	3.42'	S86°32'00"E
C9	42.49'	50.00'	04°8'41'09"	41.22'	N71°33'06"W
C10	44.44'	50.00'	05°0'55'45"	43.00'	N21°44'39"W
C11	52.38'	50.00'	06°0'01'31"	50.02'	N33°43'59"E
C12	9.58'	10.50'	05°2'16'11"	9.25'	S37°36'39"W
C13	20.40'	225.00'	00°5'11'43"	20.40'	S08°52'43"W
C14	15.11'	225.00'	00°3'50'54"	15.11'	S04°21'24"W
C15	64.01'	775.00'	00°4'43'57"	63.99'	N04°47'55"E
C16	77.16'	775.00'	00°5'42'17"	77.13'	N10°01'02"E
C17	77.03'	775.00'	00°5'41'42"	77.00'	N15°43'01"E
C18	55.67'	775.00'	00°4'06'57"	55.66'	S80°37'20"W
C19	21.84'	475.00'	00°2'38'05"	21.84'	S21°21'47"W
C20	51.33'	475.00'	00°6'11'30"	51.31'	S16°56'59"W
C21	6.12'	10.50'	03°3'24'51"	6.04'	S02°51'12"E
C22	34.35'	50.00'	03°9'21'34"	33.68'	N00°07'09"E
C23	47.22'	50.00'	05°4'06'53"	45.49'	N46°51'23"E
C24	50.29'	50.00'	05°7'37'59"	48.20'	S77°16'11"E
C25	4.99'	50.00'	00°5'43'16"	4.99'	S45°35'33"E
C26	6.12'	10.50'	03°3'24'51"	6.04'	N59°26'20"W
C27	8.37'	175.00'	00°2'44'23"	8.37'	N77°30'58"W
C28	48.25'	1025.00'	00°2'41'50"	48.25'	S77°32'14"E
C29	43.00'	1025.00'	00°2'24'13"	43.00'	S74°59'12"E
C30	32.02'	175.00'	01°0'29'04"	31.98'	S68°32'34"E
C31	89.04'	175.00'	02°9'09'06"	88.08'	S48°43'29"E
C32	38.05'	175.00'	01°2'27'32"	37.98'	N73°34'05"E
C33	36.92'	50.00'	04°2'18'21"	36.09'	S79°03'01"E
C34	44.82'	50.00'	05°1'21'31"	43.33'	S32°13'05"E
C35	177.39'	1245.00'	00°8'09'49"	177.24'	S31°17'19"W
C36	44.82'	50.00'	05°1'21'31"	43.33'	S19°08'26"W
C37	149.65'	1245.00'	00°6'53'13"	149.56'	S38°48'51"W
C38	45.63'	1074.11'	00°2'26'02"	45.63'	N43°11'50"E
C39	69.62'	50.00'	07°9'46'23"	64.13'	S84°42'23"W
C40	30.73'	50.00'	03°5'12'37"	30.25'	N37°48'07"W
C41	14.66'	10.50'	08°0'00'20"	13.50'	S60°11'59"E
C42	150.16'	125.00'	06°8'49'47"	141.30'	N45°22'58"E
C43	72.12'	1015.20'	00°4'04'13"	72.11'	S11°01'05"W
C44	70.03'	1015.20'	00°3'57'08"	70.01'	S14°58'23"W
C45	71.10'	1015.20'	00°4'00'46"	71.09'	S18°57'20"W
C46	73.77'	1015.20'	00°4'09'48"	73.75'	N23°02'37"E
C47	4.25'	1015.20'	00°1'14'24"	4.25'	N25°14'43"E
C48	87.11'	475.00'	01°0'30'26"	86.99'	N20°01'58"E
C49	115.61'	475.02'	01°3'56'41"	115.33'	N08°04'27"E
C50	28.11'	415.00'	00°3'52'52"	28.11'	S82°49'21"W
C51	80.19'	425.00'	01°0'48'40"	80.07'	S84°56'50"W
C52	50.20'	525.00'	00°5'28'43"	50.18'	S22°37'34"W
C53	16.86'	965.20'	00°1'00'03"	16.86'	S24°51'54"W
C54	69.29'	965.20'	00°4'06'48"	69.28'	N22°18'29"E
C55	68.74'	965.20'	00°4'04'50"	68.72'	N18°12'40"E
C56	68.54'	965.20'	00°4'04'07"	68.53'	S13°51'16"W
C57	49.70'	965.20'	00°2'57'02"	49.70'	S11°00'52"W
C58	37.48'	175.00'	01°2'16'21"	37.41'	N15°17'12"E
C59	70.07'	1075.00'	02°2'56'25"	69.60'	S32°53'35"W
C60	86.47'	125.00'	03°9'38'10"	84.76'	N53°58'01"W
C61	24.56'	975.00'	00°1'26'37"	24.56'	S74°30'24"E
C62	62.24'	975.00'	00°3'39'27"	62.23'	S77°03'26"E
C63	10.76'	225.00'	00°2'44'23"	10.76'	N77°30'58"W
C64	56.37'	525.00'	00°6'09'07"	56.34'	S16°55'47"W
C65	24.51'	525.00'	00°2'40'28"	24.50'	S21°20'35"W

Curve Table					
Curve #	Arc Len	Radius	Delta	Chord Len	Chord Brg
C66	57.36'	725.00'	00°4'31'58"	57.34'	N20°24'50"E
C67	68.58'	725.00'	00°5'25'11"	68.55'	S15°26'16"W
C68	68.71'	725.00'	00°5'25'47"	68.68'	S10°00'47"W
C69	61.57'	725.00'	00°4'51'57"	61.55'	S04°51'55"W
C70	7.87'	275.00'	00°1'38'19"	7.87'	S03°15'06"W
C71	42.03'	275.00'	00°8'45'25"	41.99'	S08°26'59"W
C72	79.61'	425.08'	01°0'43'49"	79.49'	N84°16'53"W
C73	51.32'	71.14'	04°1'20'10"	50.22'	S31°46'03"W
C74	31.63'	48.50'	03°7'21'57"	31.07'	S33°42'18"W
C75	43.90'	780.00'	00°3'13'30"	43.90'	N16°38'05"E
C76	115.07'	780.00'	00°8'27'10"	114.97'	N22°28'25"E
C77	115.19'	780.00'	00°8'27'41"	115.08'	N30°55'50"E
C78	110.43'	780.00'	00°8'06'44"	110.34'	N39°13'02"E
C79	29.57'	400.00'	00°4'14'07"	29.56'	N79°11'04"W
C80	26.27'	25.00'	06°0'12'52"	25.08'	S21°19'09"E
C81	122.19'	400.00'	01°7'30'08"	121.71'	N68°16'59"W
C82	3.78'	275.00'	00°4'7'18"	3.78'	S51°08'52"E
C83	17.43'	399.73'	00°2'29'55"	17.43'	N58°17'00"W
C84	57.74'	305.00'	01°0'50'52"	57.66'	S59°55'40"E
C85	96.06'	276.09'	01°9'56'09"	95.58'	S40°44'46"E
C86	69.27'	224.88'	01°7'39'11"	68.99'	S39°33'27"E
C87	100.78'	720.00'	00°8'01'11"	100.70'	N34°01'53"E
C88	125.03'	720.00'	00°9'56'58"	124.87'	N52°02'48"E
C89	78.14'	720.00'	00°6'13'06"	78.10'	N16°57'47"E
C90	19.32'	48.50'	02°2'49'11"	19.19'	N02°26'39"E
C91	22.37'	71.50'	01°7'55'22"	22.28'	N00°00'16"W
C92	92.99'	305.00'	01°7'28'06"	92.63'	S72°33'48"E
C93	200.66'	1315.00'	00°8'44'34"	200.46'	S30°57'01"W
C94	181.88'	1315.00'	00°7'55'29"	181.74'	S40°08'42"W
C95	84.66'	275.00'	01°7'38'18"	84.32'	S39°33'27"E
C96	49.25'	225.00'	01°2'32'33"	49.16'	N37°00'33"W
C97	32.44'	225.00'	00°8'15'40"	32.41'	N47°24'45"W
C98	9.30'	20.00'	02°6'38'25"	9.22'	N64°51'44"W
C99	4.71'	50.00'	00°5'23'51"	4.71'	S75°29'01"E
C100	94.09'	50.00'	10°7'49'29"	80.81'	N18°52'21"W
C101	8.84'	20.05'	02°5'15'59"	8.77'	N22°23'27"E
C102	55.33'	625.00'	00°5'10'57"	55.51'	S06°19'42"W
C103	33.14'	51.50'	03°6'52'12"	32.57'	N80°31'25"E
C104	18.34'	28.50'	03°6'52'12"	18.02'	N80°31'25"E
C105	10.33'	11.00'	05°3'49'53"	9.96'	S54°07'33"E
C106	17.48'	50.00'	02°0'02'08"	17.40'	S37°13'40"E
C107	77.65'	50.00'	08°8'58'31"	70.08'	S88°16'00"W
C108	60.94'	50.00'	06°9'49'49"	57.24'	N08°51'50"E
C109	77.48'	50.00'	08°8'47'09"	69.96'	N70°26'39"W
C110	17.48'	50.00'	02°0'02'08"	17.40'	S55°08'42"W
C111	10.33'	11.00'	05°3'49'53"	9.96'	S72°02'35"W
C112	18.34'	28.50'	03°6'52'12"	18.02'	N62°36'23"W
C113	33.14'	51.50'	03°6'52'12"	32.57'	N62°36'23"W
C114	75.43'	625.00'	00°6'54'54"	75.38'	S09°11'31"E
C115	66.30'	725.00'	00°5'14'24"	66.28'	N10°01'46"W
C116	133.80'	725.00'	01°0'34'27"	133.61'	N02°07'21"W
C117	43.35'	25.00'	09°9'20'47"	38.12'	N52°50'16"E
C118	114.42'	1025.00'	00°6'23'46"	114.36'	N80°41'13"W
C119	46.17'	1025.00'	00°2'34'51"	46.17'	N85°10'48"W
C120	84.87'	975.00'	00°4'59'15"	84.85'	S83°58'25"E
C121	84.21'	975.00'	00°4'56'54"	84.18'	S79°01'10"E
C122	18.00'	20.00'	05°1'34'37"	17.40'	S50°45'42"E
C123	38.94'	50.00'	04°4'37'40"	37.97'	S47°17'07"E
C124	53.51'	50.00'	06°1'18'56"	50.99'	N79°44'36"E
C125	53.47'	50.00'	06°1'16'14"	50.96'	N18°27'01"E
C126	53.51'	50.00'	06°1'18'56"	50.99'	N42°50'34"W
C127	44.88'	50.00'	05°1'25'34"	43.39'	S80°47'11"W
C128	16.93'	20.00'	04°8'30'45"	16.43'	S79°19'47"W
C129	71.34'	1025.00'	00°3'59'17"	71.33'	S78°24'11"E
C130	108.85'	1025.00'	00°6'05'05"	108.80'	S83°25'34"E

Curve Table					
Curve #	Arc Len	Radius	Delta	Chord Len	Chord Brg
C131	12.81'	975.00'	00°0'45'09"	12.81'	N86°05'40"W
C132	121.18'	975.00'	00°7'07'16"	121.10'	N82°09'28"W
C133	9.88'	20.00'	02°8'18'51"	9.78'	N63°51'16"W
C134	61.39'	60.00'	05°8'37'32"	58.75'	N79°00'36"W
C135	41.49'	60.00'	03°9'37'03"	40.67'	S51°52'06"W
C136	41.49'	60.03'	03°9'35'58"	40.67'	N12°15'03"E
C137	18.02'	60.00'	01°7'12'23"	17.95'	S16°09'43"E
C138	9.53'	20.00'	02°7'17'19"	9.44'	S11°07'12"E
C139	91.16'	775.00'	00°6'44'23"	91.11'	S00°50'44"E
C140	114.08'	775.00'	00°8'26'03"	113.98'	N08°25'57"E
C141	122.08'	575.00'	01°0'09'51"	121.85'	S05°42'13"E
C142	85.30'	575.00'	00°8'29'58"	85.22'	S04°37'41"W
C143	6.13'	10.50'	03°2'21'7"	6.04'	S84°31'33"W
C144	46.42'	50.00'	05°31'12'3"	44.77'	N85°36'24"W
C145	45.39'	50.00'	05°2'00'41"	43.85'	N33°00'21"W
C146	49.68'	50.00'	05°56'54"	47.66'	N21°27'54"E
C147	6.13'	10.50'	03°2'25'0"	6.04'	N33°12'53"E
C148	6.13'	10.54'	03°31'7'36"	6.04'	N00°10'12"E
C149	25.36'	50.00'	02°9'03'56"	25.09'	S02°22'56"E
C150	43.76'	50.00'	05°0'09'01"	42.38'	N87°13'32"E
C151	43.76'	50.00'	05°0'09'01"	42.38'	N37°28'03"E
C152	24.60'	50.00'	02°8'11'11"	24.35'	N53°27'21"W
C153	6.12'	10.50'	03°2'24'53"	6.04'	S56°04'12"E
C154	6.12'	10.50'	03°2'24'52"	6.04'	S89°29'04"E
C155	50.85'	50.00'	05°8'16'00"	48.68'	N77°03'30"W
C156	46.68'	50.00'	05°32'39'15"	45.01'	N21°10'53"W
C157	38.67'	50.00'	04°41'8'49"	37.71'	N27°43'09"E
C158	7.09'	11.00'	03°6'56'52"	6.97'	S36°28'57"W
C159	64.14'	1975.00'	001°51'39"	64.14'	S13°38'14"W
C160	80.00'	1975.00'	002°19'15"	79.99'	S14°32'34"E
C161	75.00'	1975.00'	002°10'33"	75.00'	S12°17'53"W
C162	70.00'	1975.00'	002°01'51"	70.00'	S10°11'41"W
C163	15.00'	1975.00'	002°26'07"	15.00'	S08°59'31"W
C164	55.41'	2025.00'	001°34'04"	55.40'	S16°47'02"W
C165	78.05'	2025.00'	002°12'26"	78.01'	S14°53'47"E
C166	73.52'	2025.00'	002°04'48"	73.51'	S12°45'10"W
C167	73.81'	2025.00'	002°05'19"	73.81'	S10°40'06"W
C168	25.37'	2025.00'	009°43'04"	25.37'	S09°15'55"W
C169	70.05'	415.00'	009°40'18"	69.97'	S89°35'56"W
C170	14.88'	500.00'	01°6'36'08"	14.43'	S07°55'97"E
C171	79.81'	500.00'	009°08'44"	79.73'	N20°47'03"E
C172	280.23'	990.20'	01°6'12'54"	279.30'	S17°15'29"W
C173	122.26'	150.00'	04°42'02"	118.91'	S32°30'03"E
C174	62.69'	150.00'	03°2'56'48"	62.84'	N67°49'28"E
C175	57.14'	81.84'	04°00'00"8"	55.99'	S80°12'04"E
C176	103.77'	150.00'	03°9'38'10"	101.71'	S53°58'01"E
C177	89.03'	100.00'	05°06'04"	87.00'	S26°08'08"E
C178	9.56'	200.00'	002°44'23"	9.56'	S77°30'58"E
C179	77.03'	500.00'	008°49'35"	76.95'	N18°16'01"E
C180	265.04'	750.00'	02°01'45"	263.67'	N12°33'23"E
C181	45.36'	250.00'	10°23'45"	45.30'	N07°37'49"E
C182	367.01'	750.00'	02°8'02'15"	363.36'	N26°51'53"E
C183	40.27'	750.00'	003°04'36"	40.27'	N42°23'51"E
C184	381.59'	1280.00'	01°7'04'51"	380.18'	S35°23'42"E
C185	76.96'	250.00'	01°7'38'18"	76.66'	S39°32'27"E
C186	90.77'	250.00'	02°0'48'13"	90.28'	S41°08'25"E
C187	52.60'	50.00'	06'01'6'21"	50.21'	S21°24'21"E
C188	228.28'	100.00'	03°14'04'5"	226.78'	S79°56'19"E
C189	156.76'	1000.00'	008°58'54"	156.60'	S81°58'47"E
C190	86.70'	50.00'	09°20'47"	76.24'	S52°50'16"E
C191	207.00'	750.00'	01°5'48'50"	206.35'	N04°44'33"W
C192	17.86'	600.00'	01°19'16"	17.77'	S07°01'20"E
C193	107.87'	600.00'	01°0'18'05"	107.73'	S03°43'20"E
C194	302.34'	2000.00'	008°39'41"	302.05'	N13°14'13"E

FINAL PLAT DAWSON RIDGE ADDITION Belton, Texas

SCALE: 1" = 100'

PLAT LEGEND

- ▲ - COB MONUMENT FOUND
UNLESS OTHERWISE NOTED
- - 1/2" IRON ROD FOUND WITH CAP "RPLS 4540"
UNLESS OTHERWISE NOTED
- - 1/2" IRON ROD SET WITH CAP "RPLS 4540"
SET AT ALL LOT CORNERS
- () - RECORD INFORMATION
- # - DENOTES A SUBDIVISION BLOCK
- POC - POINT OF COMMENCING
- POB - POINT OF BEGINNING

NOTE: NO FENCES ARE PERMITTED
WITHIN THE DRAINAGE EASEMENTS

BUILDING SETBACK AND EASEMENT LEGEND SF-2 LOTS:

(A)	25' TYP. FRONT BUILDING SETBACK
(B)	15' TYP. STREET SIDE BUILDING SETBACK
(C)	6' TYP. INTERIOR SIDE BUILDING SETBACK
(D)	20' TYP. REAR BUILDING SETBACK
(E)	10' TYP. RESIDENTIAL FRONT P.U.E.
(F)	10' P.U.E. WITH A STACKED 5' FORCE MAIN EASE. LOTS FRONT LOTS 1-4, BLOCK 3; LOTS 22 & 23, BLOCK 1
(G)	15' TYP. P.U.E.
(H)	20' P.U.E. FRONT LOTS 27 & 28, BLOCK 1; LOT 3, BLOCK 2 (PROTECTION OF OAK TREES)

BUILDING SETBACK AND EASEMENT LEGEND PH LOTS:

(A)	25' TYP. FRONT BUILDING SETBACK
(B)	15' TYP. STREET SIDE BUILDING SETBACK
(I)	10' TYP. WIDE SIDE BUILDING SETBACK
(J)	1.5' TYP. NARROW SIDE SETBACK
(K)	12' TYP. REAR BUILDING SETBACK

Christopher Cruise Survey, Abst. No. 166

Lewis Walker Survey Abst. No. 860

GERARDO ARAIZA and wife
GALDINA ARAIZA
EASEMENT TRACT 2
VOL. 3334, PG. 590
JULY 13, 1995

1 ACRE
ARTURO MENA and wife
ROSA MENA
VOL. 4235, PG. 202
JULY 25, 2000

4 ACRES
TIMOTHY E. MABRAY
and wife
DEBBIE K. MABRAY
VOL. 2492, PG. 633
JAN. 10, 1989

ARBOR HEIGHTS SUBDIV.
CAB. C, SLD. 216-C

REGATTA OAKS
CAB. C, SLD. 303-D
OCT. 16, 2002

116.14 ACRES
FRANK SMITH AND WIFE,
JUANITA SMITH
VOL. 928, PG. 470
APRIL 2, 1965

20.21 ACRES
DOUGLAS G. FRANKS
AND MELISA K. FRANKS
VOL. 5546, PG. 861

28.66 ACRES
VERNON M. HICKS
DOC. NO. 2011-00035344
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VOL. 5457, PG. 622
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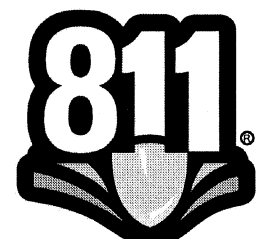
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DONALD GENE PARKER
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17.46 ACRES
DONALD GENE PARKER
VOL. 2585, PG. 71
NOV. 15, 1989

BRIONES
CONSULTING & ENGINEERING LTD.
4515 BRIAR HOLLOW PL, STE 106 (713) 539-6408
HOUSTON, TX 77027 (713) 583-5306 fax
TBPE FIRM REG. NO. F-5028
TBPLS FIRM No. 10194252



THIS FINAL PLAT IS RELEASED FOR
REVIEW AND SHALL NOT BE FILED
OR USED FOR REAL PROPERTY
TRANSACTIONS. THE DRY UTILITY
EASEMENTS WERE NOT SURVEYED.



Know what's below.
Call before you dig.

IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND/OR HIS SUB-CONTRACTOR TO ADJUST ALL MANHOLES, CLEANOUTS, FIRE HYDRANTS, VALVE BOXES, WATER SERVICES, METER BOXES, FLUSHING VALVES, AND ALL OTHER APPURTENANCES TO ACTUAL FINAL GRADES AT NO EXTRA COST TO OWNER/DEVELOPER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, BOTH ABOVE AND BELOW GROUND PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES TO EQUAL OR BETTER CONDITION AND TO THE SATISFACTION OF THE UTILITY OWNER.
PHONE NUMBERS:
FOR CITY OF BELTON LOCATES CALL 811
FOR CITY OF BELTON UTILITIES EMERGENCY CALL (254) 933-5823.
FOR NON-MUNICIPAL UTILITIES CALL 1-800-DIG-TESS OR 811.
FOR ATMOS ENERGY CORPORATION CALL (254) 718-3539 (GLENN BROOKS)

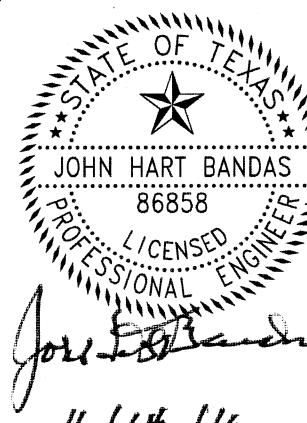
NOTES:

1. CONSTRUCTION PHASE ONE IS SERVICED BY LIFT STATION #1
2. CONSTRUCTION PHASE TWO IS SERVICED BY LIFT STATION #2
3. THE CURRENT LIFT STATION WILL BE DECOMMISSIONED AFTER LIFT STATION #2 IS COMMISSIONED.

DAWSON RIDGE
QUADRUPLE BOGEY
DEVELOPMENT, INC.
BELTON, TEXAS

CONSTRUCTION PHASES

BANDAS ENGINEERING CO.
CIVIL ENGINEERING FIRM # F-3782
415 COTTINGHAM DRIVE
TEMPLE, TEXAS 76504
www.bandasingeering.com
john.bandas@bandasingeering.com
FAX (254) 778-8728
254) 778-8728
05 DEC 2012



DATE:	SEPT. 15, 2016	VIL	JHB	JHB	297-REV
DRAWN BY:		DESIGNED BY:		CHECKED BY:	
PROJECT #:		SHT. #	03	OF	111

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CAB. C, SLD. 372-B
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CONST. PHASE ONE
(SERVICED BY LIFT STATION #1)

CONST. PHASE TWO
(SERVICED BY LIFT STATION #2)

P-16-35 Dawson Ridge Addition in Lake

PROPOSED PLAT:

Final Plat
Dawson Ridge Addition
59.265 Acres

PROPERTY OWNER:

Carothers Development

Proposed Dawson Ridge Addition



P-16-35 Dawson Ridge Addition

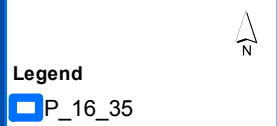
PROPOSED PLAT:

Final Plat
Dawson Ridge Addition
59.265 Acres

PROPERTY OWNER:

Carothers Development

Proposed Dawson Ridge Addition



0 120 240 480 Feet

For informational purposes only. Boundaries are approximate and not legally binding.



City of Belton

Planning Department

December 14, 2016

Applicant: Quadruple Bogey Development Inc. / Bandas Engineering

Date Submitted: 11-15-16

Project: Dawson Ridge Addition – Final Plat

Location: 59.265 Acres, Chisholm Trail Parkway, Belton, Texas 76513

*****Please comment back in red under the comments submitted on this sheet.*****

Planning:

1. Staff met with the applicant and their engineer on December 14th to review the comments and we all came to an understanding of all items that need to be addressed.
2. We received an email from the engineer that the utility providers have been notified, but we have not heard from anyone except Clearwater UCD. Please re-submit to ensure we have responses. Please also submit the plat to 439 WSC CCN and provide their comments to City staff.
3. We will prepare a development agreement and submit for your review regarding trail maintenance, casings, and trenching.
4. The lift station design standards are on page 86 of the Design Standards. Attached is page 86 of the Design Standards that states the masonry wall and landscape requirements. Please submit these plans for staff review.
5. Once the drainage system is approved by City staff, please submit the drainage easement for the off-site detention pond for staff review.

Public Works/KPA:

1. General

- a. Sheet references are missing/left blank from most of the storm sewer sheets.
- b. Sheet 85 – A north arrow is needed. Please also label street names for reference.
- c. Sheet 73 states the drive to LS No. 1 shall be all weather. Sheet 20 to the lift station also does not clarify the drive material to the lift station. Please clarify in the plans for the concrete and asphalt drives.
- d. Sheet 09 – This appears to be inconsistent with the set of plans, especially the street light placements.
- e. Tree ID 168 will likely also need to be removed since it is located within proposed City ROW.
- f. Funds must be escrowed for the remainder of Spring Canyon Drive to the subdivision boundary. Please provide a cost estimate for review that includes:
 - i. fill and compaction to match existing road grade with future road grade
 - ii. subgrade prep
 - iii. curb and gutter

- iv. base material
- v. sidewalk (and handrail for areas that will exceed 5% slope)
- vi. asphalt
- vii. lighting
- viii. labor
- ix. engineering design
- g. Provide dimension (radius) of the sidewalk turnaround circle.
- h. Sheet 04 Street Section Notes
 - i. Note 5 – Please modify the sentence from “The material should be compacted in lifts....” To “The materials shall be compacted in lifts...”.
 - ii. Note 7D – The application rate shall be a 0.25 gal/SY target rate with a volume of 60% oil to 40% water.
 - iii. Please add a note that states: The City Construction Inspector will determine when the prime has cured and penetrated the base. The contractor shall not place asphalt until approved by the City Construction Inspector.

2. Profiles and Utilities

- a. Sheet 82 – There is a proposed 4” force main crossing in the plan view near Station 2+50 that is not shown in the profile. There is also a waterline crossing at approximately Station 3+10 that is not shown in the profile. Please revise.
- b. Sheet 03 states the Holle property can be served by Lift Station No. 1. Please clarify.
- c. **Previous Public Works Comment 21 response states “City to provide water.” Please revise as the City cannot provide water within the 439 CCN.**
- d. The City’s Engineer is reviewing the waterline alignment with respect to the proposed elevated storage tank.
- e. Sheet 52 – Refer to concrete encasement Type II, the Type II encasement detail does not call out for concrete.
- f. Sheet 55 – Station 6+25 shows a vertical cut. How will this cut be supported to prevent future erosion?
- g. **Sheet 65 – Shows HDPE sleeves across ATMOS gas easement. ATMOS allowed steel casing on these same two lines in the Mystic River Subdivision. Please confirm ATMOS will not allow steel casing at this location.**
- h. Sheet 73
 - i. Provide an asphalt driveway with 10’ radius.
 - ii. Provide a detail of an asphalt footing in which the blocks will be set on. Provide a detail for fence post mounting.
 - iii. Please complete the site and show the concrete pad for the propane tank. The concrete pad for the generator this must be wide enough to walk around the generator and perform maintenance.
 - iv. Provide the location of the interior light.

- v. Provide information on the control panel and show the location of the panel.
- vi. Please provide information on how wall penetrations will be sealed.
- vii. Please modify the plans to state pipe supports shall be adjustable.
- viii. Provide pump curve information.
- ix. Please provide information on Zoellar pumps as the City has never used or approved these pumps.
- i. Sheet 76 – Shows HDPE force main leaving the lift station. At match line 2+25 to the east calls out for 3” C-900 (this product is not made).
- j. Sheet 78 – Show the MH being connected to be raven coated.
- k. Note that when a force main enters a manhole, that specific manhole and the next manhole downstream shall be raven coated.
- l. Sheet 80 – Please connect the force main at the location of the manhole for the air/vacuum release valve and eliminate the air/vacuum release valve and gravity flow to the next manhole.
- m. Sheet 82 – Staff is concerned that the lift station will receive heavy erosion on the side with the 42” drain pipe. How will the lift station be protected against erosion?

3. Drainage

- a. For all junction boxes, add a label for “Junction Box” in the plan and profile. Some junction boxes also serve as area inlets as well.
- b. Sheet 82 – The comment response indicates a detail has been added for the south end of the pipe where it terminates at the proposed flume. However, there are no callouts for this found on this sheet and no sheet references to where this detail may be found. Please clarify and add details for the limestone blocks.
- c. Sheet 82 and 85 show the same junction box but the elevations do not match.
- d. Sheet 83 – The stationing of the profile grid does not match up to the stationing call outs for various features of the profile (i.e. the junction box inlet is called out as Station 6+26.74, but is graphically shown just past Station 6+00).
- e. Sheet 83 - (Previous comment) There is a water line crossing the storm sewer alignment that staff requests to be shown and labeled in the profile.
- f. Sheet 88 - (Previous comment) *Lateral B-2 is shown in the profile, but the plan view labels it as Lateral B2-1.* There are inconsistencies on Sheet 88.
- g. Sheet 89 – The response indicates that “dry stone rip-rap of sufficient mass will be specified” for the slopes between the outfall and the grate inlet. There is no labeling or specification of the rock rip-rap shown in the plan view. Mortaring of the rock rip-rap is still recommended to reduce the potential for erosion.
- h. Sheet 89 - There is a pipe shown below the flowline of the junction box at Station 0+00 in the profile. Please correct this issue.
- i. Sheet 89 – Please call out a sloped end treatment or headwall at Station 1+45.
- j. Sheet 89 – Please add a call out for the junction box at Station 2+34, and the box should be collared with concrete for maintenance purposes.

- k. Sheet 90 – Please label the size and depth of the rock riprap on this sheet. Mortaring of the rock rip-rap is recommended to reduce the potential for erosion.
- l. Sheet 102 – The waterline crossing of the channel needs to be shown in the profile.
- m. Sheet 103 - Mortaring of the rock rip-rap between Station 20+85 and Station 21+32 is recommended to reduce the potential for erosion.
- n. Sheet 104 – The Stage/Storage/Discharge Table for the Holle Pond goes up to 7.55' which correlates to the elevations shown on Sheet 101; however, the detail indicates that the total weir height goes up to 8.55'. Please clarify.
- o. Sheet 104 and 103 - The Weir outlet structure calls out a flowline elevation of 640.00. However, on Sheet 103, the profile calls for a top of weir elevation of 635.00. Please clarify.
- p. Drainage Report – The Stage/Storage/Discharge Tables for the Holle Pond (25-year model) and Weir Pond (25-year and 100-year models) do not correspond to the Stage/Storage/Discharge Tables shown in the submitted plan set, nor do they correspond to the construction details shown in the submitted plan set. Please revise the models appropriately and resubmit for staff review.
- q. Drainage Report – In the Storm Sewer Tabulation Table, the invert for Pipe A-2 Downstream does not correspond to the plans or the profile plots included in the report.
- r. Previous comment on revising the silt fencing and construction entrances was not addressed. Please show proposed erosion control measures and construction entrance(s).
- s. The Owner's representative made City Staff aware that the easement and agreement with the Holle property is in development. This is needed prior to final plat recording.

GIS:

- 1. Please change OCONNOR **CIRCLE** and RICHARD KING **CIRCLE** to either **COURT, COVE, or PLACE**.
- 2. Discrepancies between plat and field notes-
Field note item #3, 4, 5, 6, 11, 12, 13 in the first part, #5 in the second (S 08-46-04W **159.53** ft) , Curve 1, line between curve 1 &2, Curve 2, Line between Curve 2&3, Curve 3 do not match plat.

Note: Acceptance by the City of Belton of a plat, zoning change, conceptual drawing, construction drawing, or other development submittal complying with City of Belton minimum standards for drainage does not provide approval beyond what the City may authorize. Approval is limited, and this approval does not limit any obligations you may have under applicable state statutes, such as the Texas Water Code, or federal statutes. You should consult with your own professionals as you continue to pursue this development project.