



June 15, 2021

## **Public Notice**

An application for rezoning has been received from Rick Town, 9900 Spectrum Drive, Austin, TX 78717. He is requesting to rezone Woodcreek Section 6, Lot PT12 Acres 5.032 R141558 from Single-Family 1 (SF1) to a Planned Development District (PDD).

On July 8, 2021 the City of Woodcreek Planning and Zoning Commission will conduct a Public Hearing for this application at the meeting scheduled to begin at 9:00AM.

On July 8, 2021 the Woodcreek City Council will conduct a Public Hearing for this application at the meeting scheduled to begin at 1:00PM.

Both Public Hearings will be held at Camp Young Judaea, 121 Camp Young Judaea Road, Woodcreek, Texas 78676.

This notice is issued pursuant to Chapter 211 of the Texas Local Government Code and Chapter 156 of the City of Woodcreek Code of Ordinances. Interested parties may contact the City of Woodcreek for more information. Interested parties may attend the public hearings or submit written comments to [woodcreek@woodcreektx.gov](mailto:woodcreek@woodcreektx.gov) on or before noon July 7, 2021. All interested parties are encouraged to attend and testify before the Planning and Zoning Commission and/or City Council.



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CITY OF WOODCREEK

*without pymt.*

**City of Woodcreek Application for Rezoning or Special Use Permit**

No application will be considered complete without all required information and fee payment.

Application Information

*See rcvd. 5/17/2021*

Date of Application Submission: May 6th, 2021

Property Owner or Representative's Name:  
Rick Town

Mailing Address: 9900 Spectrum Drive, Austin, TX 78717

Telephone Number(s): ( 512 ) 698-8212 : ( 512 ) 646-2248

Email Address(es): rick@modhometx.com, ryan@intelligentrealestate.com

Description and Location of Property Requested to be Rezoned or Permitted for Special Use

Property Owner's Name: Rick Town

Property Owner's Mailing Address: 9900 Spectrum Drive, Austin, TX 78717

Section Location and Lot Number: BROOKMEADOW SEC 6, LOT 12

Property Address: 7 BROOKMEADOW DRIVE

Current Zoning Designation: Single Family 1

Zoning Classification Requested: PDD

Conditions making the proposed zoning change reasonably necessary (be specific):

The proposed zoning change is necessary to reduce the minimum lot dimension and ROW width requirements to allow for a cohesive single-family development that fits within the constraints created by the geometry of the property boundary and to preserve existing trees to the greatest extent possible.

Other factors making the proposed zoning classification change reasonably necessary:

In addition to the necessary modifications to the lot and ROW geometry, the proposed PDD plans to utilize a hammerhead turn-around in lieu of a standard cul-de-sac (approved by the fire marshal and local trash collection service).

As per § 156.158 (PROCEDURE FOR AMENDMENT PETITION) Woodcreek Code of Ordinances, the following further information is required for all petitions to change zoning or rezone property:

1. The name, address, phone number, and interest of every person having a legal or an equitable interest in the land covered by the petition. (Attach additional pages if necessary.)
2. A fully scaled map showing:
  - a. The land affected by the proposed amendment.
  - b. A legal description of the land.
  - c. The present zoning classification of the land;
  - d. The zoning classification of all abutting land; and
  - e. All public and private rights-of-way and easements bounding and intersecting the land.
3. *If applicable*, the alleged error in this Ordinance, which would be corrected by the proposed amendment, together with a detailed explanation of such error and how the proposed amendment will correct same.

**Fees**

The applicant seeking rezoning approval shall pay to the City at the time of submittal a fee as noted in the Master Rate and Fee Schedule. Payment of this fee may be either delivered in person or mailed to the City of Woodcreek, 41 Champions Circle, Woodcreek, Texas 78676.

**STATEMENT REGARDING RESTRICTIVE COVENANTS/DEED RESTRICTION:**

\_\_\_\_\_ I have searched all applicable records and, to my best knowledge and belief, there are  
INITIAL no restrictions or covenants that apply to the property as described which would be in conflict with this rezoning request.

Applicant Signature: \_\_\_\_\_

Printed Name: Richard Town for Modern Homestead, LLC

Date: 5/8/21

PDD - Draft 1 Rwd. 5/10/2021; Draft 2 Rwd. 5/24/2021  
Draft 3 Rwd. 6/15/2021  
Ch. & partial info rcvd. 5/17/2021

**For City Use Only:**

Application, required information, and fee received:

Date: 6/15/2021 Check # 1014 Initials: RF

Referred to Planning and Zoning Commission Date: 6/15/2021 Initials: RF

Publication of Public Hearing by Planning and Zoning Commission

Date: 6/17/2021 Initials: RF

Public Hearing on Rezoning Request by Planning and Zoning Commission

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Action by Planning and Zoning Commission: \_\_\_\_\_

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

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Publication of Public Hearing by Woodcreek City Council

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Public Hearing on Rezoning Request by Woodcreek City Council

Date: \_\_\_\_\_

Action by Woodcreek City Council: \_\_\_\_\_

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

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Notes:

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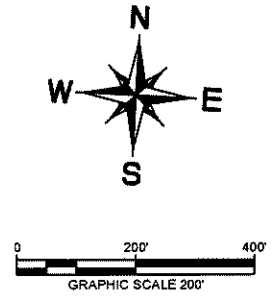
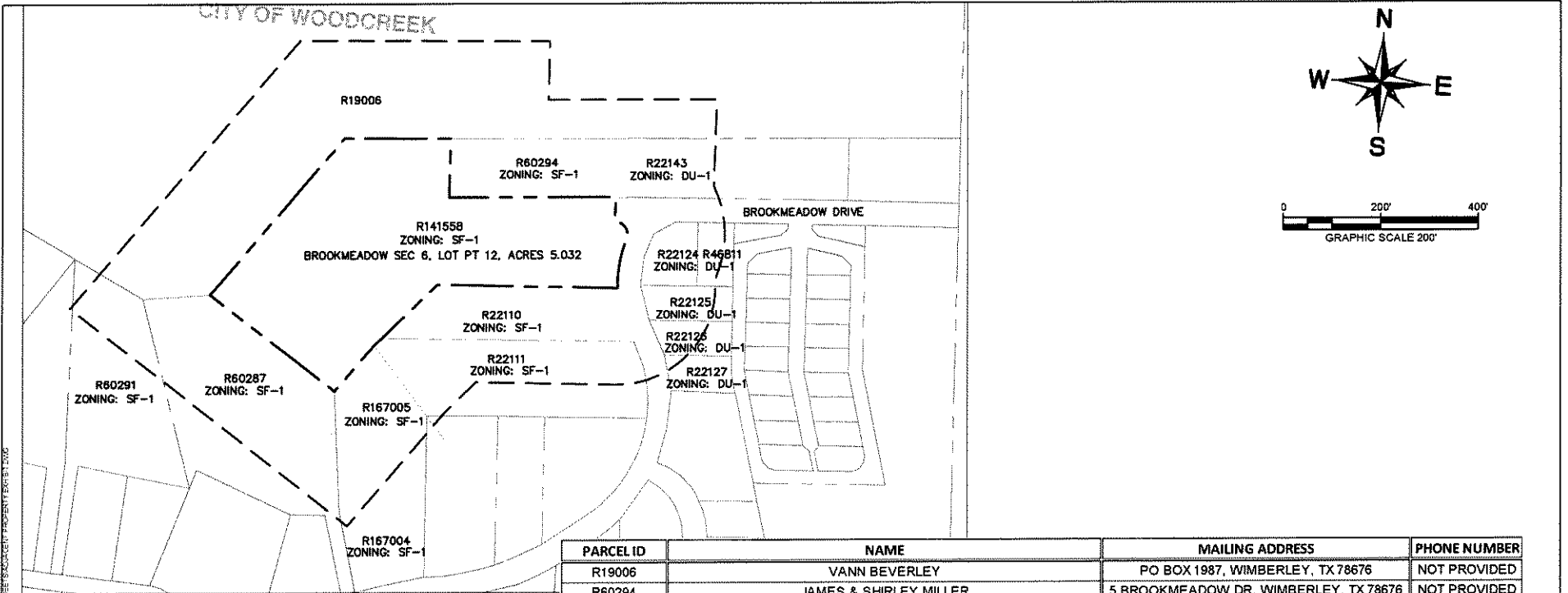
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PARCEL ID	NAME	MAILING ADDRESS	PHONE NUMBER
R19006	VANN BEVERLEY	PO BOX 1987, WIMBERLEY, TX 78676	NOT PROVIDED
R60294	JAMES & SHIRLEY MILLER	5 BROOKMEADOW DR, WIMBERLEY, TX 78676	NOT PROVIDED
R22143	MICHAEL & JAN JONES	1 BROOKMEADOW DR, WIMBERLEY, TX 78676	NOT PROVIDED
R22124	PATRICK & CATHY CUTHBERT	PO BOX 3101, WIMBERLEY, TX 78676	NOT PROVIDED
R46811	VILLAS OF BROOKMEADOW PROPERTY OWNER'S ASSOCIATION	PO BOX 1231, WIMBERLEY, TX 78676	NOT PROVIDED
R22125	GREGORY WYSOCKI	6 BROOKMEADOW DR, WIMBERLEY, TX 78676	NOT PROVIDED
R22126	PATRICIA MORENO	611 NEWPORT DR, SPICEWOOD, TX 78669	NOT PROVIDED
R22127	REGINALD & MARIAN PHILLIPS	10 BROOKMEADOW DR, WIMBERLEY, TX 78676	NOT PROVIDED
R22110	STEVE & CHRISTINA KRUEGER	11 BROOKMEADOW DR, WIMBERLEY, TX 78676	NOT PROVIDED
R22111	FRANK & PAMELA WELDON	13 BROOKMEADOW DR, WIMBERLEY, TX 78676	NOT PROVIDED
R167005	MICHAEL & ANGELA BATTAGLIA	12 BROOKMEADOW DR, WIMBERLEY, TX 78676	NOT PROVIDED
R167004	MICHAEL & ANGELA BATTAGLIA	21 BROOKMEADOW DR, WIMBERLEY, TX 78676	NOT PROVIDED
R60291	ROGER & SHEILA LAMB	37 BROOKMEADOW DR, WIMBERLEY, TX 78676	NOT PROVIDED
R60287	HOWARD PATRICIA SMITH	25 BROOKMEADOW DR, WIMBERLEY, TX 78676	NOT PROVIDED

PROJECT: 10814 JOLLYVILLE ROAD, WIMBERLEY, TEXAS 78676  
 DATE: 5/13/2021 10:23 AM  
 USER: JAS

# The Grove at Brookmeadow

Adjacent Property Exhibit

Woodcreek, Texas  
 May 2021

## Kimley»Horn

10814 Jollyville Road  
 Campus IV, Suite 200  
 Austin, TX 78759  
 512-418-1771  
 State of Texas Registration No. F-928  
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PREPARED WITHOUT THE BENEFIT OF A SURVEY. FOR INFORMATION PURPOSES, CONTACT NUMBER IS 512-418-1771.

RCVD 6-15-2021-III

DRAFT

**THE GROVE AT BROOKMEADOW  
PLANNED DEVELOPMENT DISTRICT**

by & among

**City of Woodcreek &  
Modern Homestead, LLC.**

June 14, 2021

This The Grove at Brookmeadow Planned Development Agreement (this of the “Agreement”) is entered into by and between the City of Woodcreek, Texas, a Class A General Law Municipality under the Laws of the State of Texas (the “City”) and Modern Homestead, LLC (the “Company”) (the City and the Company are collectively “the Parties”) who state, represent, and agree as follows:

## **SECTION 1. ENACTMENT PROVISIONS**

This Agreement and Ordinance No. \_\_\_\_\_ collectively memorialize the Woodcreek City Council’s approval of the Company’s development of “The Grove at Brookmeadow Planned Development” (“the Development”) and memorializes the City’s creation of the zoning classification, “*The Grove at Brookmeadow Planned Development District.*” This Agreement applies to the Property as described in Exhibit “A” attached hereto and incorporated herein for all purposes.

## **SECTION 2. DEFINITIONS**

### **2.1 General.**

Words and phrases used in this Agreement shall have the meanings set forth in this section. Terms that are not defined below but are defined elsewhere in the City Code of Ordinances, shall be given the meanings set forth in the Ordinance for which it is defined. Words and phrases not defined in any City Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural shall include the singular, and words in the masculine gender shall include the female gender; and vise-a- versa. The word “shall” is always mandatory and the word “may” is merely directory. Headings and captions are for reference only.

### **2.2 Specific.**

1. **Agreement:** shall mean this contract between the City of Woodcreek, Texas, and Owners, including all Exhibits, which are incorporated herein for all intents and purposes.
2. **Applicable Fees:** shall mean fees and charges to be paid by Owners to the City with respect to development of the Property.
3. **Applicable Rules:** shall mean the applicable federal and state laws, city ordinances, rules and regulations, and The Grove at Brookmeadow PDD Development Standards, contained herein.

4. **Applicant:** shall mean any owner, developer, person or entity engaging in subdivision or development of any of the Property or applying for any permit, approval, variance or waiver for any of the Property.
5. **Certified Inspector:** shall mean an independent certified state licensed inspector to inspect the Vertical Building Improvements as to their conformity with applicable city ordinances and building codes and related building plans.
6. **City:** shall mean the City of Woodcreek, Texas, a Texas Type A, general law municipality.
7. **City Manager:** shall mean the person or entity engaged by City to serve in the capacity of City's chief management officer.
8. **City Code of Ordinances:** shall mean the collective duly adopted ordinances of the City, together with all related administrative rules and technical criteria manuals.
9. **City Council:** shall mean the governing body of the City of Woodcreek, Texas.
10. **City Engineer:** shall mean the person or entity engaged by the City to serve in the capacity of engineer for the City of Woodcreek, Texas.
11. **County:** shall mean Hays County, Texas.
12. **Developer:** shall mean (i) the Developer named above, or (ii) any subsequent Owner or Developer of any part of the Property that is a successor or assignee of any rights from Owner in the Property, in whole or in part.
13. **Development Standards:** shall mean the land use standards for the Property as described in this Agreement. All land use and development of the Property in The Grove at Brookmeadow PDD District must conform to the limitations and conditions set forth in this Agreement.
14. **Development Plan:** shall mean this Ordinance, this Attachment "1" and the exhibits attached hereto, together, constitutes the development plan for The Grove at Brookmeadow PDD on the Properties.
15. **Effective Date:** and similar references shall mean the date this Ordinance is approved and adopted.
16. **Impervious Cover Percentage:** shall mean the percentage calculated by dividing the total acres of impervious cover on the Property by the total number of acres of land on the Property. In the calculation of impervious cover, the following shall be characterized as **pervious** for all purposes: open space, park, water quality and/or drainage facility and/or area, detention facility, swale, irrigation area, playground, granite or pea gravel trail.
17. **Conceptual Plan:** "Conceptual Plan" shall mean the conceptual plan of the Project attached as Exhibit B, as it may be amended from time to time in accordance with this Agreement.



18. **Open Space:** shall mean a tract of real property not occupied by any structures or impervious surfaces. A tract of real property designated by a public or private entity as accessible by the public for active or passive recreation shall qualify as Open Space. Property included within the confines of individual residential lots shall not qualify as Open Space under this Agreement. The term includes (but is not necessarily limited to) water quality measures (such as buffers) and walking trails.
19. **Project:** shall mean The Grove at Brookmeadow Planned Development on the Property as generally delineated in the PDD Conceptual Plan attached hereto as Exhibit B and incorporated herein for all purposes.
20. **Property:** shall have the meaning set forth in the recitals to this Ordinance, and consists of lot 12 located in Woodcreek, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.
21. **Site:** shall mean any individual parcel of land within the Project designated for a specific permitted use.
22. **Vertical Building Improvements:** shall mean the construction and reconstruction of a building, structure or any above ground improvement or development, not including roads, drainage facilities or utility facilities, and not including manufactured homes, modular housing or industrialized buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

### SECTION 3. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

- 3.1 **Orderly Growth and Environmentally Sensitive Development.** The City desires that development occur in an orderly manner in order to protect the health, safety, and welfare of the City's present and future citizens; preserve the environment; enhance property values; and provide for expansion of the City's tax base. This Agreement will benefit the City by facilitating the development of a community within an appropriate area of the City, which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, and the development of a balanced community that includes residential, civic and recreational uses.
- 3.2 **Provision of Housing.** The development of the Project under this Agreement is intended to allow the development of housing that will minimize negative environmental impacts and promote the aesthetic enhancement of the City. Further, the development of housing in accordance with this Agreement will promote safe and attractive housing conditions and a self-sustaining community.
- 3.3 **Lighting.** Owners or an electric utility designated by Owners, will construct all illumination for signage, security, exterior, landscaping, and decorative facilities for the Project in accordance with all applicable City Rules, including the Lighting Ordinance. No street lighting is permitted. Owners agree that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders.

### **3.4 Water, Wastewater & Drainage Service.**

**3.4.1 Utility Service.** The Parties acknowledge that, as of the Effective Date, the Aqua Texas, Inc. ("Aqua Texas") holds a Certificate of Convenience and Necessity (CCN) through the TCEQ granting it the exclusive right to provide water and wastewater services to the area that includes the City and the Project. In that regard, Owners and Aqua Texas have executed that certain letter agreement dated \_\_\_\_\_, 2021 (the "Aqua Texas Letter Agreement"), concerning provision of utilities to the Project. Except as is otherwise set forth in the Aqua Texas Letter Agreement, Owners and City agree that Aqua Texas shall be the retail water and wastewater provider for the Project in the same manner and under the same terms and conditions as it provides such services to other areas within the City pursuant to the existing contract between the City and Aqua Texas.

**3.4.2 Design.** Water and Wastewater infrastructure shall be designed and constructed in accordance with the Aqua Texas Letter Agreement and all applicable rules and regulations, including but not limited to those of the TCEQ. Minimum water line size shall be six inches (6") in diameter serving the Project and fire hydrants spaced every five hundred (500) feet along the private cul-de-sac street. Water and Wastewater infrastructure shall be designed and constructed in a manner that will allow expansion and connection to the Aqua Texas infrastructure, when operable. This Agreement is not a basis for any obligation of Owners for the future costs of expansion of any water production or wastewater treatment plants, nor are Owners required to furnish additional land for such facilities.

**3.4.3 Drainage.** Storm water drainage facilities will be designed and constructed in compliance with Subsection 155.57 of the City's Subdivision Ordinance (Ordinance No. 85-12C and 85-12D). Drainage will be provided through natural features, landscaped berms, and engineered structures.

**3.5 Street Construction & Maintenance; Access.** The parties specifically agree that the dead-end road shall be an eighteen foot (18') wide asphalt public road bordered with twelve-inch (12") concrete ribbon curbs. In-lieu of a standard cul-de-sac turnaround an alternative hammerhead shall be constructed as shown in Exhibit B.

**3.6 Permit and Inspection Fees.** All development, permit and inspection fees required for the Project shall be in accordance with the City's Ordinances and applicable schedule of such fees.

**3.7 Required Environmental Protection.** Owners will ensure compliance with all natural resource laws and regulations applicable to the Project, including but not limited to TCEQ regulations, waterway protections, stormwater controls and endangered species. The Owners acknowledge that the Project lies within the designated boundaries of the TCEQ's Edwards Aquifer Contributing Zone and the owners hereby agree to comply with those requirements. The Owners further acknowledge that construction of the project requires the Owner to comply with the TCEQ's General Storm Water Permit for Construction Activities.

- 3.8 **Deed Restrictions.** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and be applied to all builders and subsequent buyers.

#### **SECTION 4. PROPERTY DEVELOPMENT**

- 4.1 **Governing Regulations.** For purposes of any grandfathering analysis, the Parties agree that the Effective Date shall be construed as the Effective Date of this Agreement, in accordance with Texas Local Government Code Chapter 245, as may be amended. The Applicable Rules, as defined herein, shall govern the Project, unless otherwise expressly provided in this Agreement. For the term of this Agreement, the development and use of the Property will be controlled by the terms of this Agreement, the Project Approvals and the Applicable Rules. To the extent possible, this Agreement and the Applicable Rules, and City Rules shall be read in harmony.

#### **4.2 Project Approvals & Entitlements**

- 4.2.1 **Project Approvals & Variances.** The Project Approvals set forth in Exhibit C (the "Project Approvals") and the variances in Exhibits C-1 and Exhibit C-2 have been approved by all required City boards and commissions and the City Council and are granted by the City with respect to the development of the Property. This Agreement shall serve as guidance for the review and approval of any additional variances or other municipal authorizations not specifically included in this Agreement Which must hereafter be approved by all required City boards and commissions and the City Council.

#### **4.2.2 Conceptual Plan**

- (a) Except as otherwise noted herein or in the exhibits hereto, the City confirms that the Conceptual Plan attached as Exhibit B complies with the City's 2020 Vision-Master Plan for the City of Woodcreek and that the Conceptual Plan has been approved by all requisite City departments, boards and commissions and by the City Council. The City approves the land uses, densities, reservations of land for public purposes, exceptions, utility and roadway alignments and sizing and other matters shown on the Conceptual Plan. The City's execution of this Agreement shall be deemed to be the approval of the Conceptual Plan, Exhibit B on which the Final Plat and Subdivision Construction Plans for development of the Property will be based.
- (b) The parties specifically agree as follows:
- (i) The public right-of-way (ROW) along the proposed dead-end street shall be a minimum of thirty feet (30') wide;
  - (ii) A ten foot (10') drainage and public utility easement shall be provided along all lots adjacent to the ROW;

- (iii) The minimum lot width for single-family lots shall be sixty-five feet (65');
- (iv) The minimum lot depth for single-family lots shall be one hundred & twenty feet (120')
- (v) There shall be no minimum lot width or area for the Open Space or Drainage & Water Quality lots.

**4.2.3 Density of Development.** The Property shall not have more than 22 single-family residential units under the Development Plan.

**4.2.4 Land Use.** For purposes of this Agreement the following shall be allowed within the Property: single family residences (and related accessory structures as hereafter approved by the City upon Owner request); passive recreational features and amenities; water and wastewater facilities; drainage, detention and water quality facilities; and roads, trails and other vehicular access facilities.

**4.2.5 Impervious Cover.** Owners shall have the right to apportion impervious cover limits on a use by use basis, not to exceed thirty-five percent (35%) on the entire Property. Owners may apportion such limits as they deem desirable so long as the overall limitation herein specified is not exceeded. Owners may count in density and impervious cover calculations land designated as greenbelt, open space, mitigation land or similar areas.

**4.2.6 Phasing of Development.** The Project may be developed in phases. The calculation of impervious cover and similar requirements shall be determined and calculated on a whole-project basis. Each plat filed with the City shall contain a chart indicating: (a) the amount of impervious cover required for the entire Property, (b) the amount associated with prior platted areas, and (c) the amount associated with the area subject to such plat. So long as this Agreement remains in effect, such re-platting shall be deemed controlled by this Agreement as if the same were an original platting of such re-platted portions.

**4.3 Standard for Review.** The City's review and approval of any submissions by Owners will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Owners in accordance with the applicable City's ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Owners specifying in detail all changes that will be required for the approval of the submittal.

**4.4 Approvals & Appeals.** The City acknowledges that timely City reviews are necessary for the effective implementation of Owners' development program. Therefore, the City agrees that it will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, an impasse has been reached with the City staff on any development issue affecting the Project or if Owners wish to appeal any decision of the City staff regarding the Project; then Owners may immediately appeal in writing to the Board of Adjustment, and the process in the City's code of ordinances shall be followed.

## **4.5 Conceptual Plan Amendments.**

**4.5.1** Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owners may seek changes in the location and configuration of the residential use lots shown on the Conceptual Plan, including changes within the proposed residential, mitigation or open space areas shown on the Conceptual Plan. Such changes will only require an administrative amendment to the Conceptual Plan so long as (1) the Impervious Cover requirements herein are met; (2) there are no changes to the density of the project; and (3) such changes do not materially alter the Conceptual Plan.

**4.5.2** The City Manager shall be responsible for consideration and approval of such administrative amendments to the Conceptual Plan. The City Manager may defer such approval to the City Council at the City Manager's discretion. Further, minor changes, as determined by the City Manager, that are proposed for the Conceptual Plan that do not result in (1) an increase in the overall density of development of the Property; (2) increase of the Impervious Cover Percentage of the Project; (3) material change to the Conceptual Plan; and (4) which otherwise comply with the Applicable Rules and this Agreement may be approved by the City Manager. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Manager that do not increase the overall density of development of the Property or increase the overall Impervious Cover limits of thirty-five percent (35%) on the Residential Area, and which otherwise comply with the Applicable Rules and this Agreement, will not require an amendment to the Conceptual Plan.

**4.6 Term of Approvals.** The Conceptual Plan, the Project Approvals, and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the term of this Agreement unless otherwise agreed by the Parties.

**4.7 Extension of Permits & Approvals.** Any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for any period during which performance by any Owners are prevented or delayed by action of a court or administrative agency, or any Owners are delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit.

**4.8 Building Code.** Owners agree that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement, and therefore are subject to the current fee schedule at the time of application.

**4.9 Deed Restrictions.** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and applied to all builders and subsequent buyers and shall be appropriately drafted and filed to effectuate this intent and Agreement.

## **SECTION 5. AUTHORITY**

### **5.1 Term.**

**5.1.1 Initial Term.** The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement. This Agreement may be extended for a longer duration not to exceed an additional five (5) years upon mutual agreement of the Parties.

**5.1.2 Expiration.** After the Initial Term and any extension, this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from Project Approvals previously granted.

**5.1.3 Termination or Amendment.** This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Owners or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Owners of only the portion of the Property affected by the amendment or termination.

**5.2 Authority.** This Agreement is entered under the statutory authority of Chapter 212, Subchapter G, Local Government Code. Except as may be otherwise provided in Section 2.4 hereof, the Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Property as provided in this Agreement; authorize certain land uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Property to the City.

**5.3 Right to Continue Development.** In consideration of Owners' agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, construction plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Property if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owners' obligations or decreasing Owners' rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

**5.4 Equivalent Substitute Obligation.** If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or

obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

## **SECTION 6. GENERAL PROVISIONS**

### **6.1 Assignment & Binding Effect.**

**6.1.1 Binding Assignment.** This Agreement, and the rights and obligations of Owners hereunder, may be assigned by Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Project. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations, that the assignee assumes all of the obligations hereunder, be executed by the proposed assignee, and be approved by the City. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned, save and accept and liability that may have accrued prior to assignment. The obligations created by this Agreement shall run with the Property. Reference to this Agreement shall be included in restrictive covenants for Property divided and conveyed.

**6.1.2 Non-severability of Assignment.** If Owners assign their rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owners will be non-severable, and Owners will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer and/or owner, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.

**6.1.3 Title Encumbrance.** The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a wholly developed and improved lot within the Project.

**6.2 Severability.** 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. Such provisions must be mutually agreed upon by the Parties prior to inclusion in this Agreement.

**6.3 Governing Law, Jurisdiction & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas (subject to all immunity in favor of the City) and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in Hays County, Texas and hereby

submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

- 6.4 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- 6.5 Mortgagee Protection.** This Agreement will not affect the right of Owners to encumber all or any portion of the Property by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project (“Lender”) may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and their Lenders’ representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement and meets with the City’s approval. The City agrees as follows:
- 6.5.1** Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property.
- 6.5.2** The City will, upon written request of a Lender given in compliance with Section 6.17, consider, but shall not be required, providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.
- 6.5.3** In the event of default by Owners under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owners, either under this Agreement or under the notice of default.
- 6.5.4** Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owners arising prior to the Lender’s acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owners under this Agreement that relate to the property in question have been paid or performed.
- 6.6 Certificate of Compliance.** Within thirty (30) days of written request by either Party given accordance with Section 5.17, the other Party will execute and deliver to the requesting Party a statement certifying that (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement to the best of the Party’s knowledge, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. The City Administrator is authorized to execute any requested certificate on behalf of the City.
- 6.7 Default.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty



(30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.

**6.8 Remedies for Default.** If any Party to this Agreement other than the City defaults under and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to (1) institute legal action to cure any default, (2) enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement, (3) seek recovery of all damages, costs, expenses and fee (including attorney's fees). In the event of a default by the City, Owners will be entitled to seek all available remedies under the law subject to all immunity in favor of the City. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

**6.9 Reservation of Rights.** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

**6.10 Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**6.11 Entire Agreement.** This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.

**6.12 Exhibits, Headings, Construction & Counterparts.** All exhibits 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. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

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

**6.14 Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owners certify, represent, and warrant that the execution of this Agreement is duly authorized in conformity with their authority.

**6.15 Property Rights.** Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Property, and the Project.

**6.16 Notices.** Any notices or approvals under this Agreement must be in writing and sent by facsimile or certified mail, return receipt requested, to the Parties at the following addresses:

PARCEL ID	NAME	MAILING ADDRESS
R19006	VANN BEVERLEY	PO BOX 1987, WIMBERLEY, TX 78676
R60294	JAMES & SHIRLEY MILLER	5 BROOKMEADOW DR, WIMBERLEY, TX 78676
R22143	MICHAEL & JAN JONES	1 BROOKMEADOW DR, WIMBERLEY, TX 78676
R22124	PATRICK & CATHY CUTHBERT	PO BOX 3101, WIMBERLEY, TX 78676
R46811	VILLAS OF BROOKMEADOW PROPERTY OWNER'S ASSOCIATION	PO BOX 1231, WIMBERLEY, TX 78676
R22125	GREGORY WYSOCKI	6 BROOKMEADOW DR, WIMBERLEY, TX 78676
R22126	PATRICIA MORENO	611 NEWPORT DR, SPICEWOOD, TX 78669
R22127	REGINALD & MARIAN PHILLIPS	10 BROOKMEADOW DR, WIMBERLEY, TX 78676
R22110	STEVE & CHRISTINA KRUEGER	11 BROOKMEADOW DR, WIMBERLEY, TX 78676
R22111	FRANK & PAMELA WELDON	13 BROOKMEADOW DR, WIMBERLEY, TX 78676
R167005	MICHAEL & ANGELA BATTAGLIA	12 BROOKMEADOW DR, WIMBERLEY, TX 78676
R167004	MICHAEL & ANGELA BATTAGLIA	21 BROOKMEADOW DR, WIMBERLEY, TX 78676
R60291	ROGER & SHEILA LAMB	37 BROOKMEADOW DR, WIMBERLEY, TX 78676
R60287	HOWARD PATRICIA SMITH	25 BROOKMEADOW DR, WIMBERLEY, TX 78676

## **Exhibit A**

Existing Plat

STATE OF TEXAS\*  
COUNTY OF HAYS\*

# BROOKMEADOW, SECTION 6

A SUBDIVISION OF 17.02 ACRES  
OUT OF THE  
RANSOM WEED SURVEY NO. 63  
CITY OF WOODCREEK  
HAYS COUNTY, TEXAS

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS:

That Desirable Properties, Inc., a corporation organized and existing under the laws of the State of Texas, with its home address at P. O. Box 1747, Wimberley, Texas 78676 owner of 11.04 acres of land out of the Ransom Weed Survey No. 63, Hays County, Texas, as conveyed to it by deed dated February 14, 1990, and recorded in Volume 817, Page 160, Hays County Deed Records, does hereby subdivide 11.04 acres of land out of the Ransom Weed Survey No. 63 to be known as "BROOKMEADOW SECTION 6", in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and does hereby dedicate to the owners of the property shown hereon the use of the streets and easements shown hereon.

I hereby certify that proper engineering consideration has been given to this plat to the matters of streets, lots and drainage layout, and that no part of this plat is in the area which has been identified as a Special Flood Hazard Area on the FIA Map for Hays County except as indicated on the plat.  
To the best of my knowledge this plat conforms to the requirements of the Subdivision Ordinance of the City of Woodcreek, except for those variances granted by the Board of Aldermen.

IN WITNESS WHEREOF the said Desirable Properties, Inc., has caused these presents to be executed by its president, Joe K. Platt, thereunto duly authorized this 4th day of October, 1993.

106.96 AC.  
R.B. VANN

*Kelly Kilber*  
Kelly Kilber  
Registered Professional Engineer No. 41187

Sworn to and subscribed before me this 15th day of September, 1993.

STATE OF TEXAS\*  
COUNTY OF HAYS\*

Desirable Properties, Inc.  
*Joe K. Platt Pres.*  
Joe K. Platt  
President

BEFORE ME, the undersigned authority, on this day personally appeared Joe K. Platt known to me to be the person whose name is subscribed to the foregoing instrument as President of Desirable Properties, Inc., and acknowledged to me that he executed the same for purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this Fourth day of October, 1993

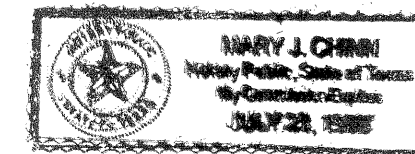
*Shirley Burgess*  
NOTARY PUBLIC in and for  
STATE OF TEXAS

This plat of "BROOKMEADOW SECTION 6" has been submitted to and considered by the City Council of the City of Woodcreek and is hereby approved.

Dated this 10th day of November, 1993

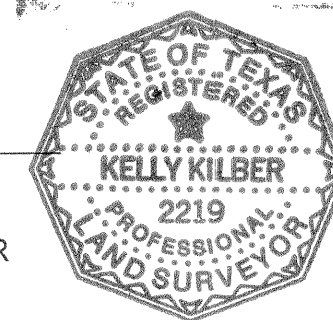
By: *Jarvis C. Pool* Mayor  
Attest: *Shirley Burgess* CITY SECRETARY

STATE OF TEXAS\*  
COUNTY OF HAYS\*



*Mary J. Chinn*  
Notary Public in and for  
STATE OF TEXAS

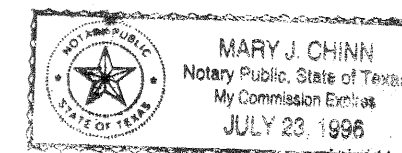
I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision and that the monuments were properly placed under my supervision.



*Kelly Kilber*  
KELLY KILBER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2219

Sworn to and subscribed before me this 15th day of September, 1993.

*Mary J. Chinn*  
Notary Public in and for  
STATE OF TEXAS



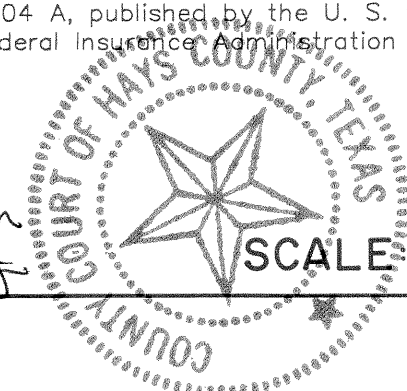
STATE OF TEXAS\*  
COUNTY OF HAYS\*

I, RONNIE DANNELLEY, COUNTY CLERK OF HAYS COUNTY, TEXAS, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 24th day of January, A.D., 1994 at 11:05 o'clock A.M. and duly recorded on the 24th day of January, A.D., 1994 at 11:05 o'clock A.M., in the Plat Records of Hays County, Texas, in Book 6, Page 127-128.

FLOOD INSURANCE RATE NOTE:  
NO portion of the tracts shown hereon is within Zone "A" A Special Flood Hazard Area, as delineated on the Flood Hazard Boundry Map for Unincorporated Areas of Hays County, Texas, Community-Panel No. 480321 0004 A, published by the U. S. Dept. of Housing and Urban Development, Federal Insurance Administration dated March 21, 1978.

WITNESS MY HAND AND SEAL OF OFFICE this the 24th day of January, A.D., 1994

*Ronnie Dannelley*  
RONNIE DANNELLEY  
COUNTY CLERK  
HAYS COUNTY, TEXAS



SCALE 1" = 30'

PLAN NO. 2994



SHEET 1 OF 2

E.O. 14024

LABEL	BEARING	DISTANCE
T1	S 83° 13' 51" W	7.27
T2	N 69° 11' 09" W	102.70
T3	N 37° 32' 46" E	75.71
T4	N 37° 45' 59" E	120.09
T5	N 37° 41' 47" E	100.00
T6	N 37° 39' 04" E	125.00
T7	N 39° 42' 40" E	125.83
T8	S 88° 20' 39" E	75.07
T9	N 83° 29' 44" W	30.00
T10	N 83° 29' 44" W	30.00
T11	N 37° 41' 47" E	19.03
T12	N 85° 24' 58" E	10.67

LABEL	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TAN. LENGTH	DEG. OF CURVE	MIDDLE ORD
C1	1145.98	12° 17' 14"	245.76	245.29	S 76° 53' 55" W	123.35	04° 59' 59"	6.58
C2	54.67	53° 15' 04"	50.84	49.00	N 82° 37' 09" W	27.41	104° 48' 11"	5.80
C3	114.46	16° 30' 36"	32.98	32.87	N 64° 14' 55" W	16.61	50° 03' 27"	1.19
C4	128.87	01° 26' 47"	3.25	3.25	N 82° 46' 20" W	1.63	44° 27' 36"	0.01
C5	399.81	13° 25' 34"	93.69	93.47	N 76° 46' 56" W	47.06	14° 19' 50"	2.74
C6	1145.98	05° 06' 33"	102.19	102.16	S 80° 29' 16" W	51.13	04° 59' 59"	1.14
C7	1145.98	01° 30' 00"	30.00	30.00	S 77° 10' 59" W	15.00	04° 59' 59"	0.10
C8	1145.98	01° 30' 01"	30.01	30.01	S 75° 40' 59" W	15.01	04° 59' 59"	0.10
C9	1145.98	04° 10' 39"	83.56	83.54	S 72° 50' 38" W	41.80	04° 59' 59"	0.76
C10	399.81	07° 10' 34"	50.07	50.04	N 73° 39' 26" W	25.07	14° 19' 50"	0.78
C11	399.81	06° 15' 01"	43.81	43.59	N 80° 22' 13" W	21.83	14° 19' 50"	0.59

### LEGEND

- ⊙ IRON STAKE FOUND
- IRON STAKE SET
- ⊠ IRON STAKE W/ "PRO-TECH ENG" ALUMINUM CAP SET
- Wire Fence
- ⊙ VOL. PG. HAYS COUNTY DEED RECORDS
- ⊠ BK. PG. HAYS COUNTY PLAT RECORDS
- ⊠ IRON STAKE W/ALUMINUM CAP FOUND

STATE OF TEXAS\*  
COUNTY OF HAYS\*

# BROOKMEADOW, SECTION 6

A SUBDIVISION OF 17.02 ACRES  
OUT OF THE  
RANSOM WEED SURVEY NO. 63  
CITY OF WOODCREEK  
HAYS COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:  
That George E. and Mary E. Miller owner of 5.06 acres of land out of the Ransom Weed Survey No. 63, Hays County, Texas, as conveyed to them by deed dated November 4, 1992, and recorded in Volume 958, Page 742, Hays County Deed Records, does hereby subdivide 5.06 acres of land out of the Ransom Weed Survey No. 63 to be known as "LOT 12, BROOKMEADOW, SECTION 6", in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and does hereby dedicate to the owners of the property shown hereon the use of the streets and easements shown hereon.

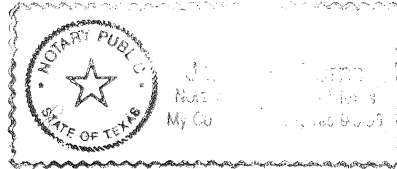
WITNESS MY HAND, this the 9<sup>th</sup> day of December, A.D., 1993.

*George E. Miller*  
George E. Miller

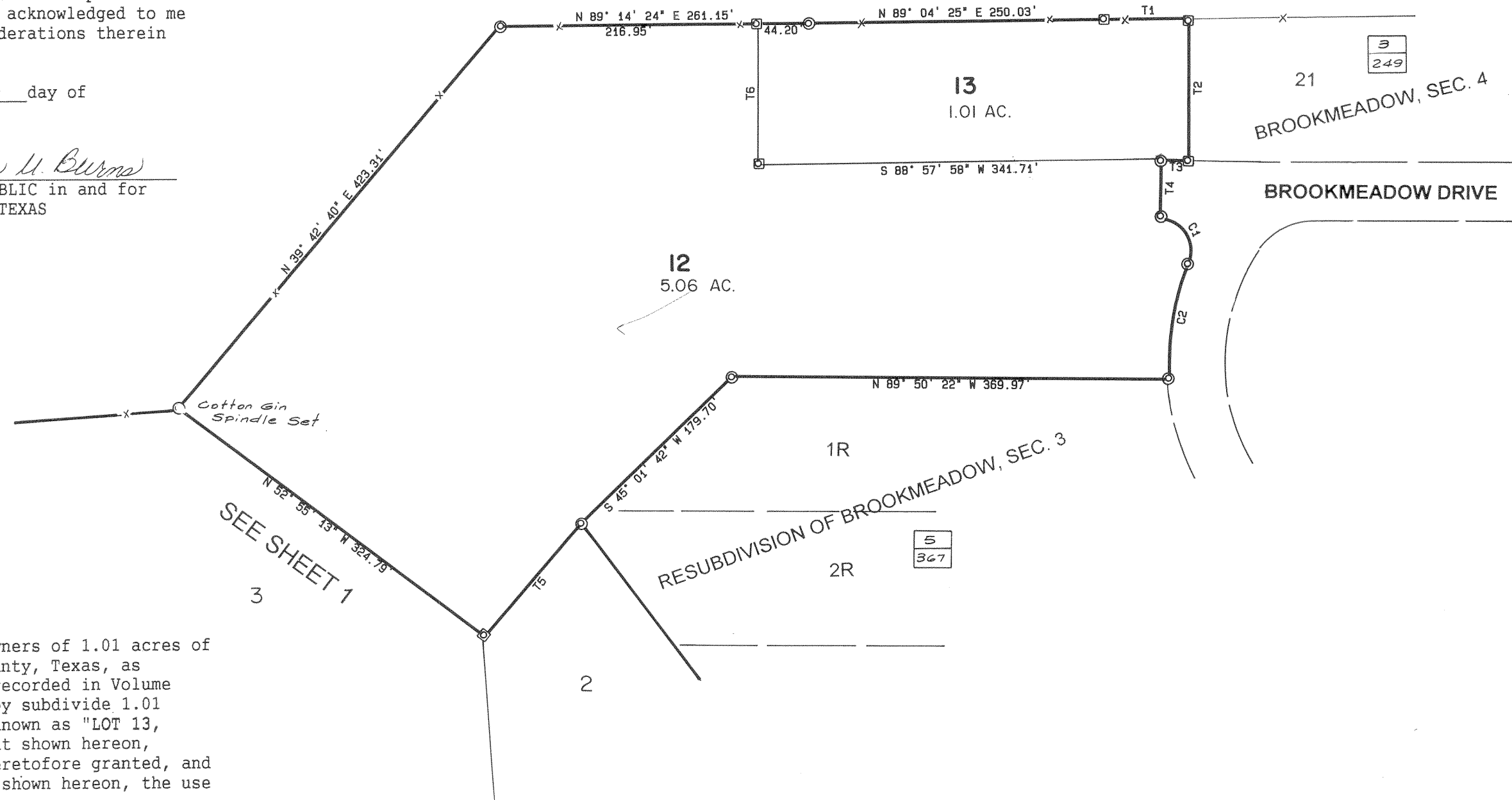
*Mary E. Miller*  
Mary E. Miller

BEFORE ME, the undersigned authority, on this day personally appeared, George E. Miller and Mary E. Miller, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of December, 1993.



*Janice U. Burns*  
NOTARY PUBLIC in and for  
STATE OF TEXAS



LOCATION MAP

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS:  
That James Michael Miller and Shirley Ann Miller owners of 1.01 acres of land out of the Ransom Weed Survey No. 63, Hays County, Texas, as conveyed to them by deed dated June 30, 1992, and recorded in Volume 934, Page 616, Hays County Deed Records, does hereby subdivide 1.01 acres out of the Ransom Weed Survey No. 63, to be known as "LOT 13, BROOKMEADOW, SECTION 6", in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and does hereby dedicate to the owners of the property shown hereon, the use of the streets and easements shown hereon.

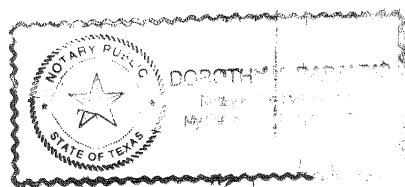
WITNESS MY HAND, this the 31<sup>st</sup> day of December, 1993.

*James Michael Miller*  
James Michael Miller

*Shirley Ann Miller*  
Shirley Ann Miller

BEFORE ME, the undersigned authority, on this day personally appeared, James Michael Miller and Shirley Ann Miller, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31<sup>st</sup> day of December, 1993.



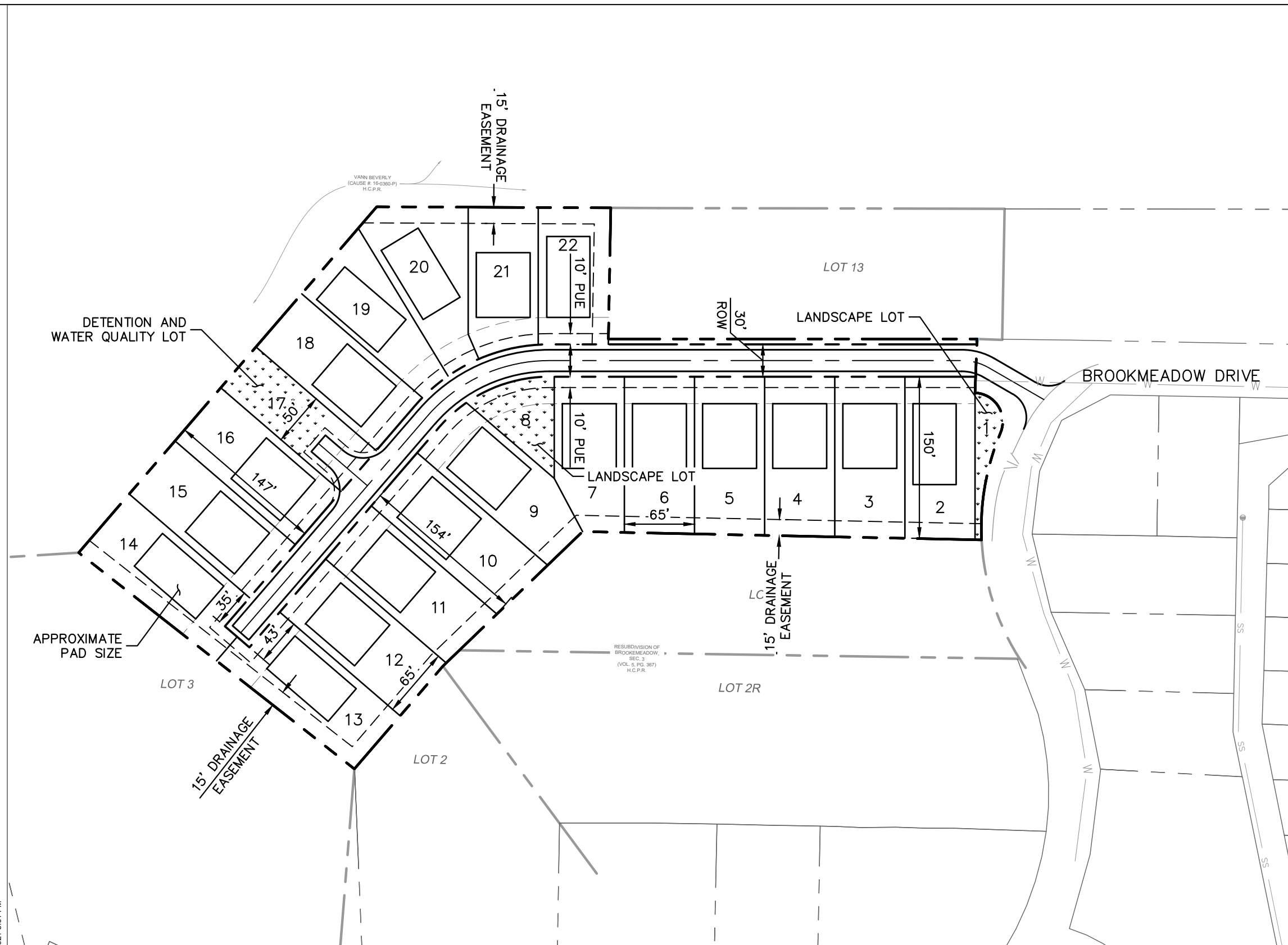
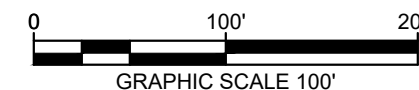
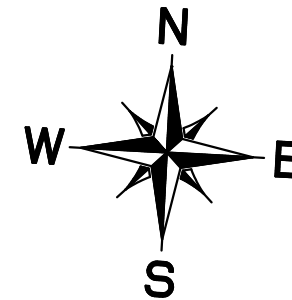
*Dorothy K. Rabalais*  
NOTARY PUBLIC in and for the  
STATE OF TEXAS

LABEL	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TAN. LENGTH	DEG. OF CURVE	MIDDLE ORD
C1	26.71	110° 41' 38"	51.60	43.94	S 33° 31' 12" E	38.64	214° 30' 34"	11.52
C2	226.12	25° 45' 23"	101.65	100.79	S 08° 56' 56" W	51.70	25° 20' 19"	5.69

LABEL	BEARING	DISTANCE
T1	N 89° 00' 54" E	70.77
T2	S 00° 01' 00" W	121.53
T3	N 88° 52' 00" W	23.31
T4	S 01° 08' 00" W	50.00
T5	S 39° 42' 40" W	125.83
T6	N 00° 00' 55" E	121.55



EXHIBIT B



IMPERVIOUS COVER TRACKING		
LOT NUMBER	PROPOSED IC (SF)	PROPOSED IC (AC)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
R.O.W.		
<b>TOTAL</b>		

\*PROPOSED IMPERVIOUS COVER IS LIMITED TO 1.77 ACRES, WHICH IS 35% OF THE 5.06 ACRE SUBDIVISION

K:\AUS - CIVIL\068291100-BROOKMEADOW SINGLE FAMILY\CADEXHIBITS\PLANSHEET\PRELIMINARY SITE LAYOUT.DWG  
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DWG NAME  
LAST SAVED

# The Grove at Brookmeadow

Preliminary Site Layout

Woodcreek, Texas  
June 2021

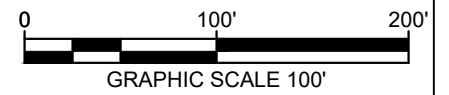
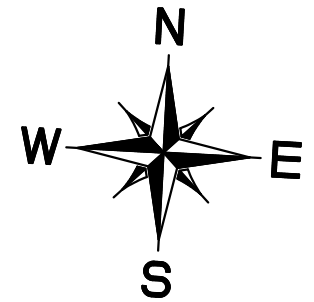


10814 Jollyville Road  
Campus IV, Suite 200  
Austin, TX 78759  
512-418-1771  
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

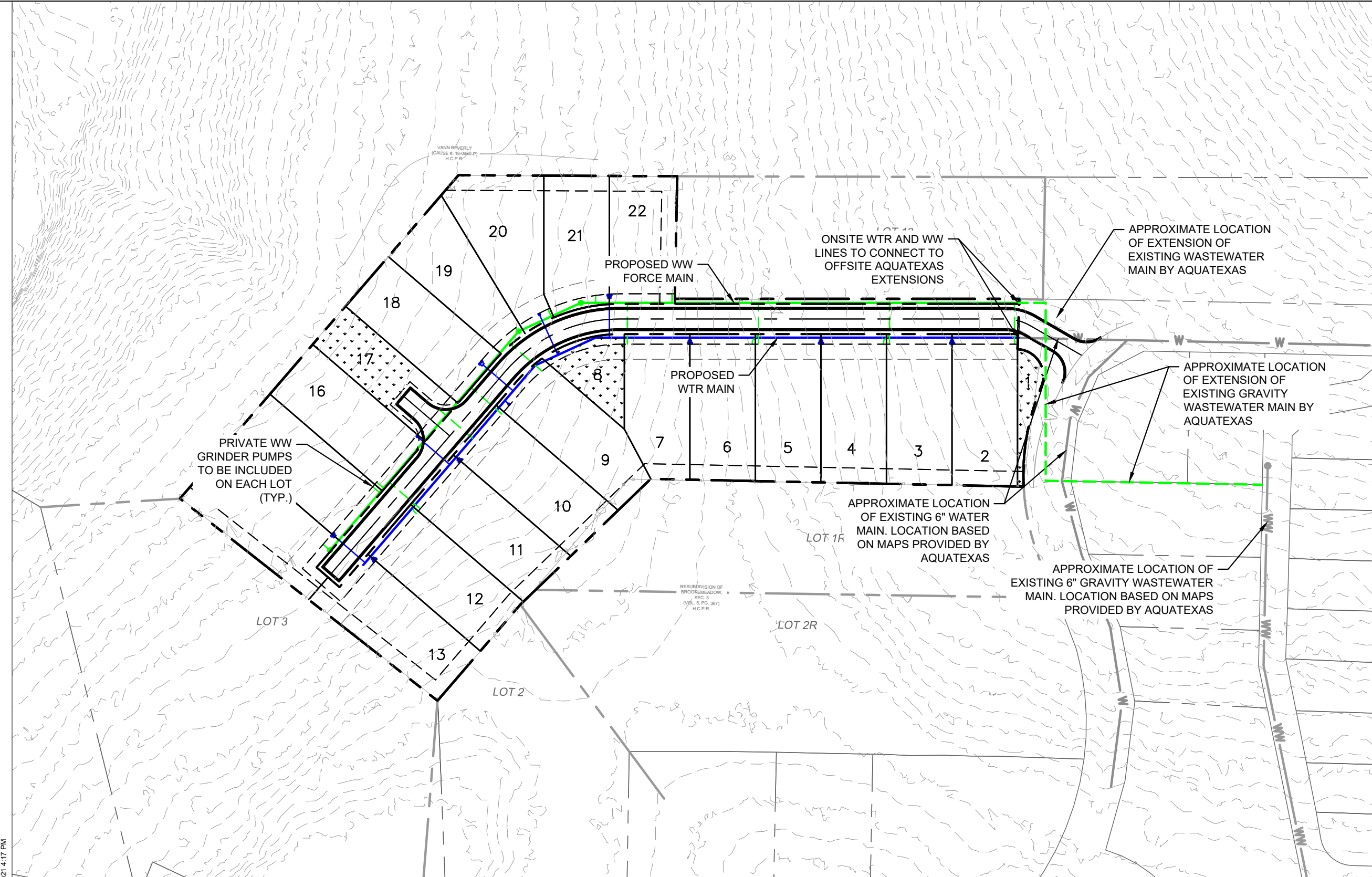


EXHIBIT B



**NOTES:**

1. THE LOCATION OF THE EXISTING WATER AND WASTEWATER MAINS AND THE MAIN EXTENSIONS ARE APPROXIMATE AND BASED ON THE BEST AVAILABLE INFORMATION AT THIS TIME. THE EXACT LOCATIONS OF THE WATER AND WASTEWATER MAINS AND EXTENSIONS WILL BE DETERMINED DURING THE SUBDIVISION CONSTRUCTION PLAN PHASE.
2. THE SIZES OF THE PROPOSED WATER AND WASTEWATER MAINS THROUGH THE PROPERTY WILL BE DETERMINED DURING THE SUBDIVISION CONSTRUCTION PLAN PHASE.



K:\AUS - CIVIL\068291100-BROOKMEADOW SINGLE FAMILY\CADEXHIBIT\PLANSHEET\SPRELMINARY UTILITY LAYOUT.DWG  
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LAST SAVED

# The Grove at Brookmeadow

Preliminary Utility Plan

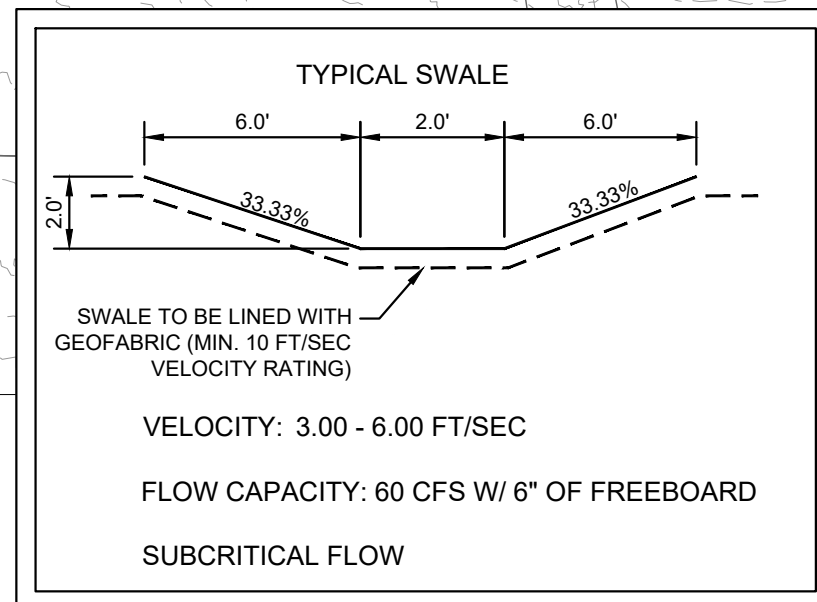
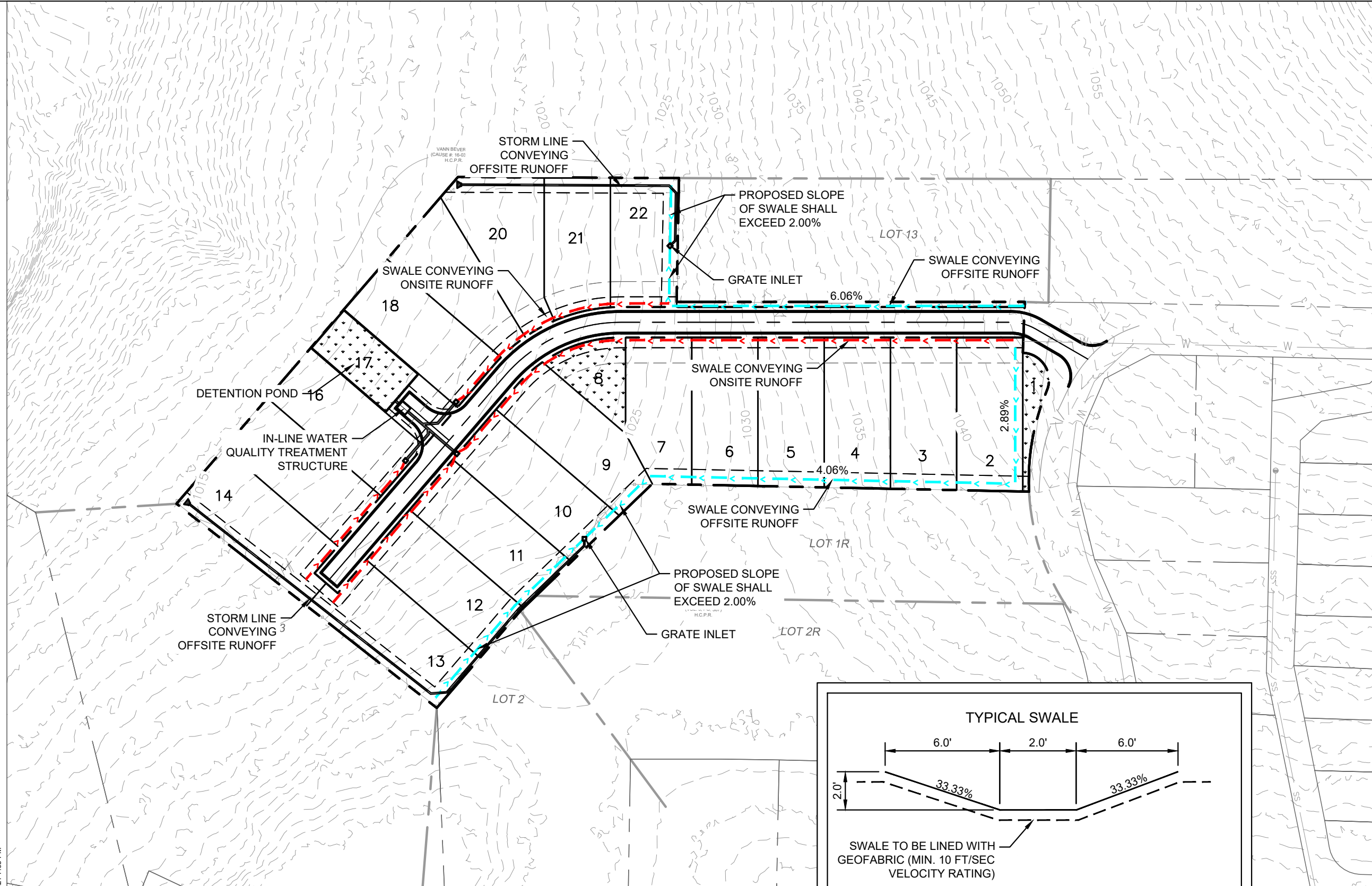
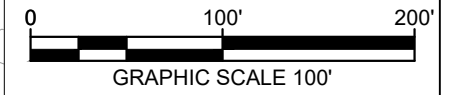
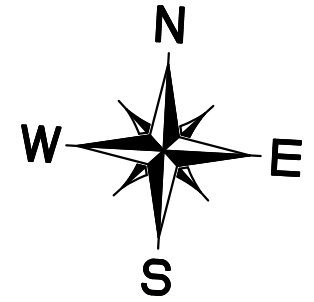
Woodcreek, Texas  
June 2021

**Kimley»Horn**

10814 Jollyville Road  
Campus IV, Suite 200  
Austin, TX 78759  
512-418-1771  
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

EXHIBIT B



K:\AUS - CIVIL\06291100-BROOKMEADOW SINGLE FAMILY\CAD\EXHIBITS\PLANSHEET\SPRELI\PRELIMINARY STORM LAYOUT.DWG  
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 DWG NAME LAST SAVED

# The Grove at Brookmeadow

Preliminary Storm and Drainage Plan

Woodcreek, Texas  
June 2021

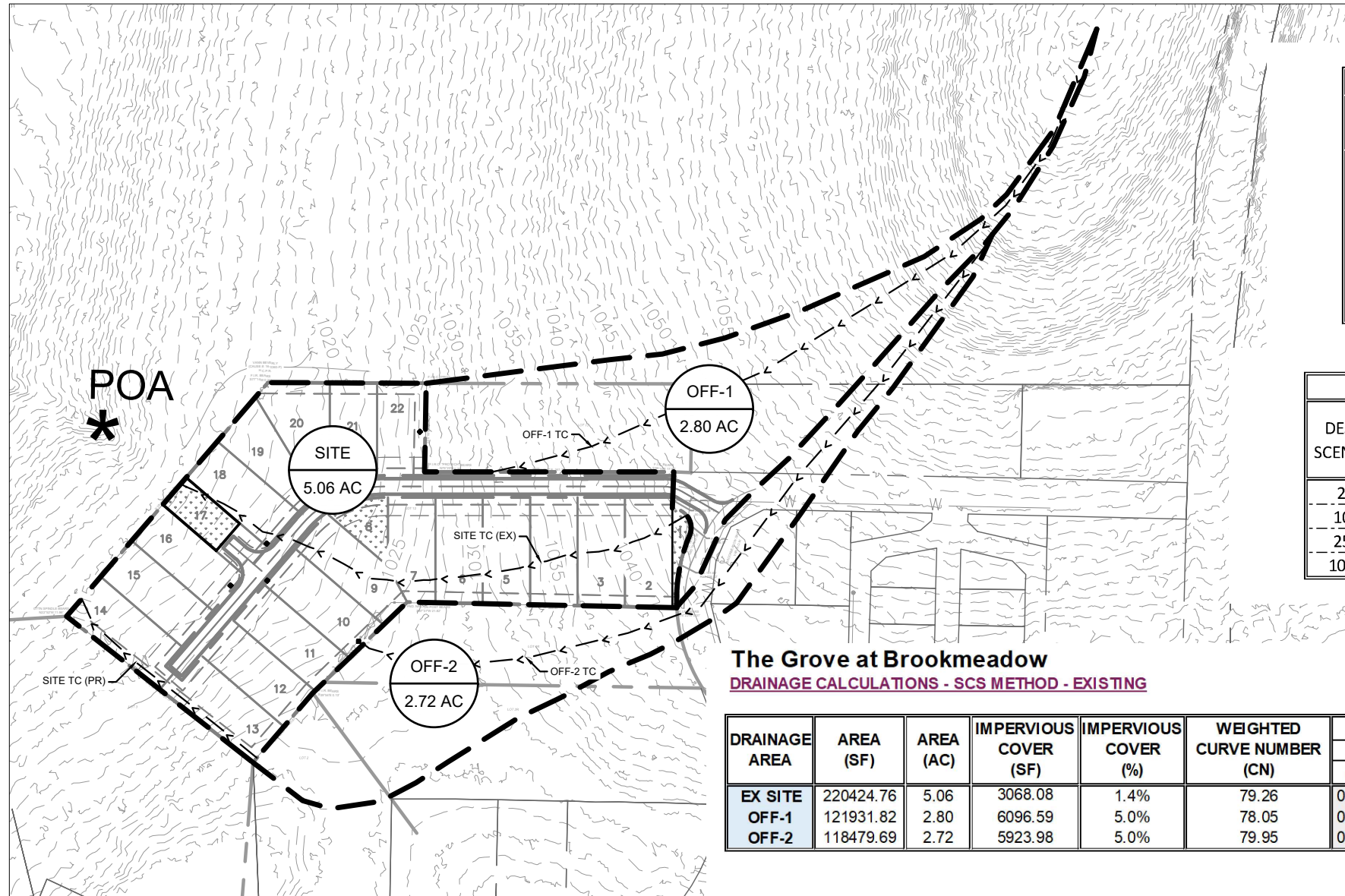
**Kimley»Horn**

10814 Jollyville Road  
Campus IV, Suite 200  
Austin, TX 78759  
512-418-1771  
State of Texas Registration No. F-928

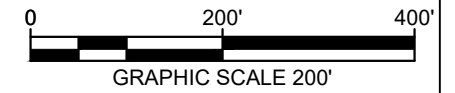
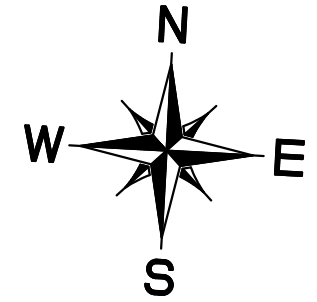
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



EXHIBIT B



ELEVATION	AREA (SF)	DEPTH (FT <sup>3</sup> /S)	TOTAL VOLUME (FT <sup>3</sup> )
1014.00	4800.00	0.00	0.00
1015.00	4800.00	1.00	4800.00
1016.00	4800.00	2.00	9600.00
1017.00	4800.00	3.00	14400.00
1018.00	4800.00	4.00	19200.00
1019.00	4800.00	5.00	24000.00
1020.00	4800.00	6.00	28800.00



DESIGN SCENARIO	TARGET PEAK OUTFLOW (FT <sup>3</sup> /S)	COMPUTED PEAK OUTFLOW (FT <sup>3</sup> /S)	MAXIMUM WATER SURFACE ELEVATION (FT)	MAXIMUM STORAGE (FT <sup>3</sup> )
2 YR	8.79	8.54	1015.60	7657.00
10 YR	18.84	17.40	1017.07	14737.00
25 YR	26.77	25.14	1018.01	19258.00
100 YR	42.11	40.60	1019.6	26874.00

**The Grove at Brookmeadow**  
DRAINAGE CALCULATIONS - SCS METHOD - EXISTING

DRAINAGE AREA	AREA (SF)	AREA (AC)	IMPERVIOUS COVER (SF)	IMPERVIOUS COVER (%)	WEIGHTED CURVE NUMBER (CN)	SHEET FLOW				SHALLOW CONCENTRATED FLOW				TOTAL Tc* (min)	Q <sub>2</sub> (cfs)	Q <sub>10</sub> (cfs)	Q <sub>25</sub> (cfs)	Q <sub>100</sub> (cfs)
						P-2yr24hr 3.44 IN		Grass Surface		Grass Surface		Grass Surface						
						N	L (ft)	S (ft/ft)	Tt (min)	L (ft)	V (fps)	S (ft/ft)	Tt (min)					
EX SITE	220424.76	5.06	3068.08	1.4%	79.26	0.40	100.00	0.060	13.35	640.43	3.23	0.040	3.31	16.66	8.81	18.83	26.78	42.11
OFF-1	121931.82	2.80	6096.59	5.0%	78.05	0.40	100.00	0.050	14.36	951.00	3.95	0.060	4.01	18.38	4.47	9.78	14.05	22.31
OFF-2	118479.69	2.72	5923.98	5.0%	79.95	0.40	100.00	0.080	11.90	1007.00	3.61	0.050	4.65	16.57	4.88	10.30	14.59	22.83

	Q <sub>2</sub>	Q <sub>10</sub>	Q <sub>25</sub>	Q <sub>100</sub>
EXIST. POA	18.14	38.92	55.41	87.25

**The Grove at Brookmeadow**  
DRAINAGE CALCULATIONS - SCS METHOD - PROPOSED

DRAINAGE AREA	AREA (SF)	AREA (AC)	IMPERVIOUS COVER (SF)	IMPERVIOUS COVER (%)	WEIGHTED CURVE NUMBER (CN)	SHEET FLOW				SHALLOW CONCENTRATED FLOW				TOTAL Tc* (min)	Q <sub>2</sub> (cfs)	Q <sub>10</sub> (cfs)	Q <sub>25</sub> (cfs)	Q <sub>100</sub> (cfs)
						P-2yr24hr 3.44 IN		Grass Surface		Grass Surface		Grass Surface						
						N	L (ft)	S (ft/ft)	Tt (min)	L (ft)	V (fps)	S (ft/ft)	Tt (min)					
PR SITE	220424.76	5.06	77148.67	35.0%	85.65	0.20	100.00	0.046	8.52	228.00	3.23	0.040	1.18	9.70	12.61	24.38	33.46	50.81
OFF-1	121931.82	2.80	6096.59	5.0%	78.05	0.40	100.00	0.050	14.36	951.00	3.95	0.060	4.01	18.38	4.47	9.78	14.05	22.31
OFF-2	118479.69	2.72	5923.98	5.0%	79.95	0.40	100.00	0.080	11.90	1007.00	3.61	0.050	4.65	16.57	4.88	10.30	14.59	22.83

	Q <sub>2</sub>	Q <sub>10</sub>	Q <sub>25</sub>	Q <sub>100</sub>
PROP. POA	17.72	36.92	53.45	85.74

# The Grove at Brookmeadow

Preliminary Drainage Area Map

Woodcreek, Texas  
June 2021

**Kimley»Horn**

10814 Jollyville Road  
Campus IV, Suite 200  
Austin, TX 78759  
512-418-1771  
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

K:\AUS - CIVIL\06291100-BROOKMEADOW SINGLE FAMILY\CAD\EXHIBITS\PLANSHEET\PRELIMINARY DRAINAGE AREA MAP.DWG  
6/14/2021 6:58 PM  
DWG NAME  
LAST SAVED

## **Exhibit C**

Project Approvals:

1. Development Agreement
2. Preliminary Plat

## **Exhibit C-1**

Variations:

None being requested at this time.

## **Exhibit C-2**

Exceptions:

None being requested at this time.