



JULIE LEONARD, PLACE 1
DEJA HILL, PLACE 2
RAUL HERNANDEZ, VICE-CHAIR, PLACE 3
CHARLES RUSSELL JR., PLACE 4
LIAN STUTSMAN, PLACE 5
KEITH MILLER, PLACE 6
BILL MYERS, CHAIRPERSON, PLACE 7

PLANNING AND ZONING COMMISSION REGULAR MEETING AGENDA

WEDNESDAY, NOVEMBER 8, 2017

6:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

CALL REGULAR SESSION TO ORDER

PRESENTATIONS

PUBLIC COMMENTS

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three minutes per person. Comments on specific agenda items must be made when the item comes before the Commission. To address the Planning Commission please register on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. NO ACTION MAY BE TAKEN BY THE PLANNING COMMISSION DURING PUBLIC COMMENTS.

CONSENT AGENDA

The following items will be denied as submitted by one motion. There will be no separate discussion of these items unless requested by a Commission Member; in which event, the item will be removed from the consent agenda and considered separately.

REGULAR AGENDA

- | | |
|---|--------------------------------------|
| 1. Consideration, discussion, and possible action on the October 11, 2017 Planning and Zoning Commission meeting minutes. | Scott Dunlop
Planning Coordinator |
| 2. Consideration, discussion, and possible action on a concept plan for Stonewater North Subdivision, approximately three hundred seventy-one (371) single family lots on 68.96 acres more or less, located near FM 973 N and Johnson Road, and the Fourth Amendment to the Development Agreement for the Stonewater Subdivision. Owner: Continental Homes of Texas. Applicant: Continental Homes of Texas. | Scott Dunlop
Planning Coordinator |
| 3. Consideration, discussion, and possible action on a recommendation to the City Council regarding the terms of a development agreement with U-Pull-It Auto Parts. | Scott Dunlop
Planning Coordinator |

- | | |
|--|---------------------------------------|
| 4. Consideration, discussion, and possible action on a Final Plat for Shadowview Section 3, three (3) commercial lots on 16 acres more or less, located near Gregg Manor Road and Hill Lane. Owner: Cottonwood Holdings LTD. Applicant: Kimley-Horn and Associates | Scott Dunlop
Planning Coordinator |
| 5. Consideration, discussion, and possible action on a Final Plat for Shadowglen Section 9, fifty-five (55) single family lots on 13 acres more or less, located near Shadowglen Blvd. and Shadowglen Trace. Owner: SG Land Holdings. Applicant: AECOM | Scott Dunlop,
Planning Coordinator |
| 6. Consideration, discussion, and possible action on a rezoning application for 3 lots, totaling 22.7 acres more or less, Lot 1 Block A KST/Voelker Tract Resub of Lot 2 Block A and Abstract 315 Survey 63 Gates G, locally known as 14215 Suncrest Road, from Interim Agricultural (A) district zoning to Light Industrial (IN-1) district zoning. | Scott Dunlop
Planning Coordinator |

ADJOURNMENT

In addition to any executive session already listed above, the Planning and Zoning Commission for the City of Manor reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code for the following purposes:

§551.071 Consultation with Attorney
§551.072 Deliberations regarding Real Property
§551.073 Deliberations regarding Gifts and Donations
§551.074 Personnel Matters
§551.076 Deliberations regarding Security Devices
§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I, hereby, certify that this notice of the Manor Planning and Zoning Commission Regular Meeting Agenda was posted on this 3rd day of November 2017 at 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code and remained posted for at least two hours after said meeting was convened.

Lluvia Tijerina
City Secretary

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the council chambers are wheelchair accessible and special marked parking is available. Persons with disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary at 512-272-5555. Provide a 48-hour notice when feasible.



JULIE LEONARD, PLACE 1
DEJA HILL, PLACE 2
RAUL HERNANDEZ, VICE-CHAIR, PLACE 3
CHARLES RUSSELL JR., PLACE 4
LIAN STUTSMAN, PLACE 5
KEITH MILLER, PLACE 6
BILL MYERS, CHAIRPERSON, PLACE 7

PLANNING AND ZONING COMMISSION REGULAR MEETING MINUTES

WEDNESDAY, OCTOBER 11, 2017

6:30 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

COMMISSIONERS

PRESENT:

Place 1: Julie Leonard
Place 2: Deja Hill
Place 5: Lian Stutsman
Place 6: Keith Miller
Place 7 Bill Myers, Chairperson

ABSENT:

Place 3: Raul Hernandez, Vice-Chair
Place 4: Charles Russell, Jr.

CITY STAFF PRESENT:

Scott Dunlop, Planning Coordinator

CALL REGULAR SESSION TO ORDER

Chairperson Myers announced a quorum and called the meeting to order at 6:30 PM

PRESENTATIONS

PUBLIC COMMENTS

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three minutes per person. Comments on specific agenda items must be made when the item comes before the Commission. To address the Planning Commission please register on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. NO ACTION MAY BE TAKEN BY THE PLANNING COMMISSION DURING PUBLIC COMMENTS.

CONSENT AGENDA

The following items will be denied as submitted by one motion. There will be no separate discussion of these items unless requested by a Commission Member; in which event, the item will be removed from the consent agenda and considered separately.

- | | |
|---|--------------------------------------|
| 1. Consideration, discussion, and possible action on a Concept Plan for Bois D'Arc Subdivision, twenty (20) lots on 20.002 acres more or less, located near 14870 Bois D'Arc Road, Manor, Texas. Applicant: Southwest Engineers. Owner: L4S, LLC. | Scott Dunlop
Planning Coordinator |
| 2. Consideration, discussion, and possible action on a Short Form Final Plat for Orosco Subdivision, three (3) lots on 3.995 acres more or less, located near 13711 Fuchs Grove Road, Manor, Texas. Applicant: Place Designers, Inc. Owner: David Orosco. | Scott Dunlop
Planning Coordinator |

Motion to approve the denial as submitted of consent agenda items 1 & 2 by Commissioner Stutsman, Seconded by Commissioner Hill. 5 – 0 to approve the denial as submitted.

REGULAR AGENDA

- | | |
|---|--------------------------------------|
| 3. Consideration, discussion, and possible action on the September 13, 2017 Planning and Zoning Commission meeting minutes. | Scott Dunlop
Planning Coordinator |
|---|--------------------------------------|

Motion to approve the September 13th Planning Commission minutes by Commissioner Stutsman, Seconded by Commissioner Miller. 5 – 0 to approve.

- | | |
|---|--------------------------------------|
| 4. Consideration, discussion, and possible action on a Short Form Final Plat for Ramirez Subdivision, four (4) lots on 5.008 acres more or less, located near 13800 Rector Loop, Manor, Texas. Applicant: Moncada Enterprises, LLC. Owner: Francisco Reyes Ramirez. | Scott Dunlop
Planning Coordinator |
|---|--------------------------------------|

Motion to approve by Commissioner Leonard, Seconded Commissioner Miller. 5 – 0 to approve.

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|---|--------------------------------------|
| 5. Consideration, discussion, and possible action on a rezoning request from Interim Agricultural (A) to Medium Commercial (C-2), for 1.004 acres more or less, Lot 2A Block 1 Kroll-Lundgren Acres Revised Lot 2, locally known as 14405 N FM 973, Manor, Texas. Applicant: Miguel Luna. Owner: Miguel Luna. | Scott Dunlop
Planning Coordinator |
|---|--------------------------------------|

Motion to recommend approval at the October 18th City Council meeting by Commissioner Stutsman, Seconded by Commissioner Miller. 4 – 1 to approve.

- | | |
|---|--------------------------------------|
| 6. Consideration, discussion, and possible action on a Final Plat for Presidential Glen Phase 7, one hundred sixty-five (165) single-family lots on 39.761 acres more or less, located near Bois D'Arc Road and Paseo de Presidente. Applicant: Pape-Dawson Engineers. Owner: LGI Homes, LLC. | Scott Dunlop
Planning Coordinator |
|---|--------------------------------------|

Motion to approve by Commissioner Hill, Seconded by Commissioner Leonard. 5 – 0 to approve.

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|--|---------------------------------------|
| 7. Consideration, discussion, and possible action a Final Plat for Shadowglen Phase 2 – Misty Grove Blvd, two (2) lots on 4.263 more or less, located near 12000 Shadowglen Trace Blvd, Manor, Texas. Applicant: Stantec. Owner: SG Land Holdings. | Scott Dunlop,
Planning Coordinator |
|--|---------------------------------------|

Motion to approve by Commissioner Stutsman, Seconded by Commissioner Miller. 5 – 0 to approve.

- | | |
|--|--------------------------------------|
| 8. Consideration, discussion, and possible action on a Joined Lot Affidavit for Lots 9 & 10, Block 52 Town of Manor, locally known as 402 & 404 East Wheeler Street. Applicant: Uriel Ocampo. Owner: Uriel Ocampo. | Scott Dunlop
Planning Coordinator |
|--|--------------------------------------|

Motion to approve by Commissioner Miller, Seconded by Commissioner Leonard. 5
– 0 to approve.

ADJOURNMENT

Motion to adjourn by Commissioner Hill, Seconded by Commissioner Leonard. 5 – 0 to adjourn at 6:51 PM.

Attest:

Approve:

Scott Dunlop
Planning Coordinator

Bill Myers,
Chairperson

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AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 8, 2017

PREPARED BY: Paige H. Saenz

DEPARTMENT: City Attorney

AGENDA ITEM DESCRIPTION:

Discussion, consideration, and possible action on a concept plan for Stonewater North Subdivision, approximately 371 located at Johnson Road and FM 973, and the Fourth Amendment to the Development Agreement for the Stonewater Subdivision.

BACKGROUND/SUMMARY:

The Developers of the Stonewater Subdivision are requesting approval of a concept plan for the Subdivision that will result in the addition of 73 lots, for a total of 1240 lots in the Subdivision (increased from 1167). This Subdivision is the subject of a Development Agreement that was entered in 2003. Originally, a manufactured home subdivision was proposed to be developed in the County, where the City has little regulatory authority, and a preliminary plat was filed in the County for that purpose. The City was able to reach agreements for the Property to be brought into the City and developed as a single-family residential subdivision. The Development Agreement proposes to approve the Concept Plan for the Subdivision that shows the additional lots and to modify certain development standards (in Section 3) established by the Development Agreement.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

agreement
exhibits

STAFF RECOMMENDATION:

It is City staff's recommendation that the P&Z recommend the City Council approve the concept plan for Stonewater North Subdivision, approximately 371 located at Johnson Road and FM 973, and the Fourth Amendment to the Development Agreement for the Stonewater Subdivision. The concept plan is consistent with the terms and conditions of the Development Agreement. The Developer has further cooperated with the City on the installation and funding of infrastructure necessary for the Subdivision.

PLANNING & ZONING COMMISSION: ☒ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

STATE OF TEXAS
COUNTY OF TRAVIS

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§
§

DEVELOPMENT AGREEMENT
FOR THE STONEWATER SUBDIVISION AND THE ROSE HILL PID
ADDENDUM NUMBER 4

THIS ADDENDUM NUMBER 4 (“*Addendum Number 4*”) is made to the Development Agreement for the Stonewater Subdivision, f.k.a. Hawk Creek Subdivision (the “*Stonewater Subdivision*”), by and between the **City of Manor, Texas**, a Texas municipal corporation (the “*City*”), and **Continental Homes of Texas, L.P.**, a Texas limited partnership (the “*Developer*”), dated June 4, 2003, for and with respect to the Stonewater Subdivision and the Rose Hill Public Improvement District (“*RH-PID*”) which was created on June 25, 2003. This Addendum Number 4 is executed and effective as of the last date signed below. The City and the Developer are sometimes referred to herein jointly as the “*Parties*”.

WHEREAS, the City and The Parke at Hawk Hollow, L.P., a Texas limited partnership (“*PHC*”) entered into that certain Development Agreement, dated effective as of June 4, 2003 (as amended from time to time, the “*Agreement*”), relating to the development of the Stonewater Subdivision;

WHEREAS, the City and RH-Manor, Ltd., a Texas limited partnership (“*RH-Manor*”), as successor to and assignee of PHC, entered into that certain Development Agreement for the Stonewater Subdivision Addendum Number 1, dated effective as of March 4, 2005, the Development Agreement for the Stonewater Subdivision Addendum Number 2, dated effective as of June 25, 2012, and Development Agreement for the Stonewater Subdivision and the Rose Hill PID Addendum Number 3, dated effective as of August 16, 2006, all executed by the City and RH-Manor;

WHEREAS, by Resolution No. 2006-14, the City approved the Service Plan that reduced the per lot assessment to \$7212.00 due to the addition of additional lots to the RH-PID;

WHEREAS, Developer has succeeded to all rights of RH-Manor under the Agreement, as assignee of RH-Manor pursuant to the Assignment of Development Agreement executed by RH-Manor and Developer, dated August 3, 2012;

WHEREAS, Developer desires to amend the Plat Application and increase the number of single family lots in conjunction with the development of that part of the Stonewater Subdivision to be known as (and herein called) “*Stonewater North*”, which is further described and depicted on Exhibit “A” attached hereto (the “*New Stonewater Concept Plan*”);

WHEREAS, Developer has requested other amendments to the Agreement, and the City has approved such amendments, as more fully set forth in this Addendum Number 4;

WHEREAS, all of the terms, provisions, and conditions of the Agreement, as amended, shall remain in full force and effect, and the terms, provisions, and conditions of this Addendum Number 4 shall be in addition thereto and not in lieu thereof. All capitalized terms not otherwise defined in this Addendum Number 4 shall have the meaning given such terms in the Agreement;

NOW, THEREFORE, the Parties hereby contract, covenant and agree as follows:

1. **Plat Application.** Pursuant to Section 1.7(e)(4) of the Agreement, the City agrees that the Plat Application shall be amended as set forth in this Addendum Number 4. The term “Plat Application”, as defined in the Recitals of the Agreement, shall hereafter mean and include the existing preliminary plats on file with the City and the preliminary plat or plats for Stonewater North which have been or will be submitted by Developer to the City for approval (consistent with the New Stonewater Concept Plan), and which now include a total single family lot count not to exceed one thousand two hundred forty (1,240) lots and a realigned primary collector through the middle of the Property rather than the east side of the Property, all as shown on the New Stonewater Concept Plan.

(a) **Full Development.** Based on this increase in the number of lots for the Property, the term “*Full Development*”, as defined in the Recitals of the Agreement, shall hereafter mean full development of the Property in accordance with the Development Plan and the Plat Application (as both are amended by this Addendum Number 4) with 1,240 single family lots.

(b) **Vested Rights.** The City and Developer agree that all development rights and entitlements with respect to the Stonewater Subdivision which were and are vested under the Agreement shall apply to Stonewater North and the additional lots to be developed by Developer, and that all such development rights are vested in and held by Developer for Developer’s benefit in connection with the development of Stonewater North.

2. **Amendments to Agreement - 1,240 Lots.**

(a) The City and Developer agree that the first sentence of Section 5.1 of the Agreement is hereby amended and restated to read as follows:

“The Subdivision shall consist of not more than 1,240 single family lots, in addition to those drainage and open space, recreational areas and amenities for the exclusive use and benefit of the residents in the Subdivision.”

(b) The City and Developer agree that the first sentence of Section 8.1 of the Agreement is hereby amended and restated to read as follows:

“The Parties contemplate that the number of single family lots consistent with Full Development of the Property shall not exceed 1,240 pursuant to the Development Plan and Plat Application.”

3. **Development Plan.** The City and Developer agree that the Development Plan (Exhibit “C” to the Agreement) is hereby amended to provide:

(a) that the Minimum front yard setback shall be 20 feet for all single family lots in Stonewater North;

(b) the corner lot upon which the lift station is located shall be fenced from the street along the side lot line and approximately ten feet (10') from the front lot line, all as shown on Exhibit "B" attached hereto;

(c) the Developer may design and construct straight crown road sections (as opposed to parabolic crown) in Stonewater North; and

(d) five-foot (5') transitions for curb inlets to accommodate residential driveways may be allowed on a case-by-case basis as approved by the City Engineer.

4. **Lift Station Upgrade.** The City and Developer hereby acknowledge that the Developer has paid the City \$20,000 to be used to upgrade the existing lift station as depicted on Exhibit "B" attached hereto. The existing lift station and ancillary equipment is authorized to be located within the building setback lines. Within six (6) months of the completion and acceptance of the upgrades to the Pyrite Road Wastewater line, the City will complete upgrades to the existing station and commits to serving up to 1240 LUE's within the Stonewater Subdivision.

5. **Pyrite Road Wastewater Line.** The City and Developer hereby acknowledge and agree that Developer has provided alignment and depth for the portion of the proposed 12" gravity wastewater line located within the Property along Pyrite Road (the "*Pyrite WW Line*"), such line stubbing near the Property's boundary at Johnson Road (the "*Johnson Road Connection*"), all as shown on Exhibit "B". The City has engineered and installed the portion of the 12" gravity wastewater line located outside the Property so as to connect to the Pyrite WW Line at the Johnson Road Connection, also as shown on Exhibit "B". The City and Developer further agree that:

(a) Developer has paid for the actual cost of design and construction for the Pyrite WW Line, said line being located between the lift station connection and the Johnson Road Connection.

(b) Developer shall cause the Pyrite WW Line to be operational and available for the City to connect to by the Effective Date.

6. **Water Lines and Connections.** The City shall allow Developer to connect to the existing eight-inch (8") water line in Walter Vaughn Drive, as depicted on Exhibit "C" attached hereto if the Developer deems it necessary. The Developer will grant the City a fifteen foot wide water utility easement in a form acceptable to the City prior to or at the time the Developer requests the City to accept the water line that will connect to the eight inch (8") water line.

7. **Force Main and Gravity Line.** The existing force main located between the knuckle of Pyrite Road to the intersection of ~~Breeceia Road~~ and Inselberg Drive shall be located in

a 20 foot-wide lot owned and maintained by the homeowner's association for the Stonewater Subdivision; provided that the City be granted a public utility easement over such lot in a form acceptable to the City. A lot will be created with the same boundaries of the existing public utility in which the existing force main located between Inselberg Drive to and its connection with Phase 8 of the Stonewater Subdivision is located. Developer will cause such lots to be created at the time of platting of the sections of the Subdivision in which such lots will be located and at such time will further cause the maintenance of such lots to be addressed. The location of the lots are generally shown on Exhibit "A".

8. **Sign Variance.** The City agrees that Developer may install and maintain (and assign the rights to install, maintain, repair, and replace to any HOA for the Property) a sign at the entrance to the Property located at Tinajero Way and FM 973 that is at up to sixty-four (64) square feet in size, to allow for symmetrical signage with the lettering "STONEWATER".

9. **Johnson Road Widening.** The City and Developer hereby acknowledge and agree that Developer will dedicate sufficient right-of-way up to thirty-two feet (32') of right-of-way for one-half (1/2) of Johnson Road located adjacent to and north of Stonewater North, as depicted on Exhibit "D" attached hereto and incorporated herein by reference, creating an ultimate right-of-way width of sixty-four feet (64'). Developer will dedicate enough right-of-way to accommodate half of the ultimate right-of-way width as measured from the existing centerline of the current right-of-way of Johnson Road.

10. **PUE Vacation.** The City shall assist in the timely vacation of a portion of the existing public utility easement (recorded under Document No. 2004035760 in the Official Public Records of Travis County, Texas) in Stonewater North. The public utility easement, shown in Exhibit "E", or portions thereof, must be vacated at the time of final plat approval for the portion Stonewater North in which the easement is located, that occurs from time to time.

11. **Concept Plan Approval.** Concept Plan. The Concept Plan attached hereto as Exhibit "A" is hereby approved.

12. **Service Plan Amendments.** The City and Developer agree that each shall work together to draft an ordinance to amend the Service Plan to account for the changes set forth in this Addendum 4 regarding the number of lots on the Property.

13. **Term.** The City acknowledges and agrees that the Project Improvements have been completed and accepted by the City in accordance with the Agreement. Accordingly, the termination right in favor of the City set forth in Section 10.1 of the Agreement is null and void and no longer in effect.

14. **Binding Agreement.** Each of the Parties further represent and agree that they and their respective attorneys have again closely read and reviewed the Agreement, and this Addendum Number 4, and that all the terms, provisions, and conditions thereof and this Addendum Number

4 are binding and enforceable in accordance with the terms, provisions, and conditions thereof and of this Addendum Number 4.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the _____ day of _____, 2017.

CITY:

City of Manor, Texas

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2017, by _____, _____ of the City of Manor, a Texas municipal corporation, on behalf of said municipal corporation.

[SEAL]

Notary Public ☆ State of Texas

DEVELOPER:

Continental Homes of Texas, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: _____
Name: _____
Title: _____

10700 Pecan Park Blvd., Suite 400
Austin, Texas 78750

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2017, by _____, _____ of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.

[SEAL]

Notary Public ★ State of Texas

AFTER RECORDING, RETURN TO:

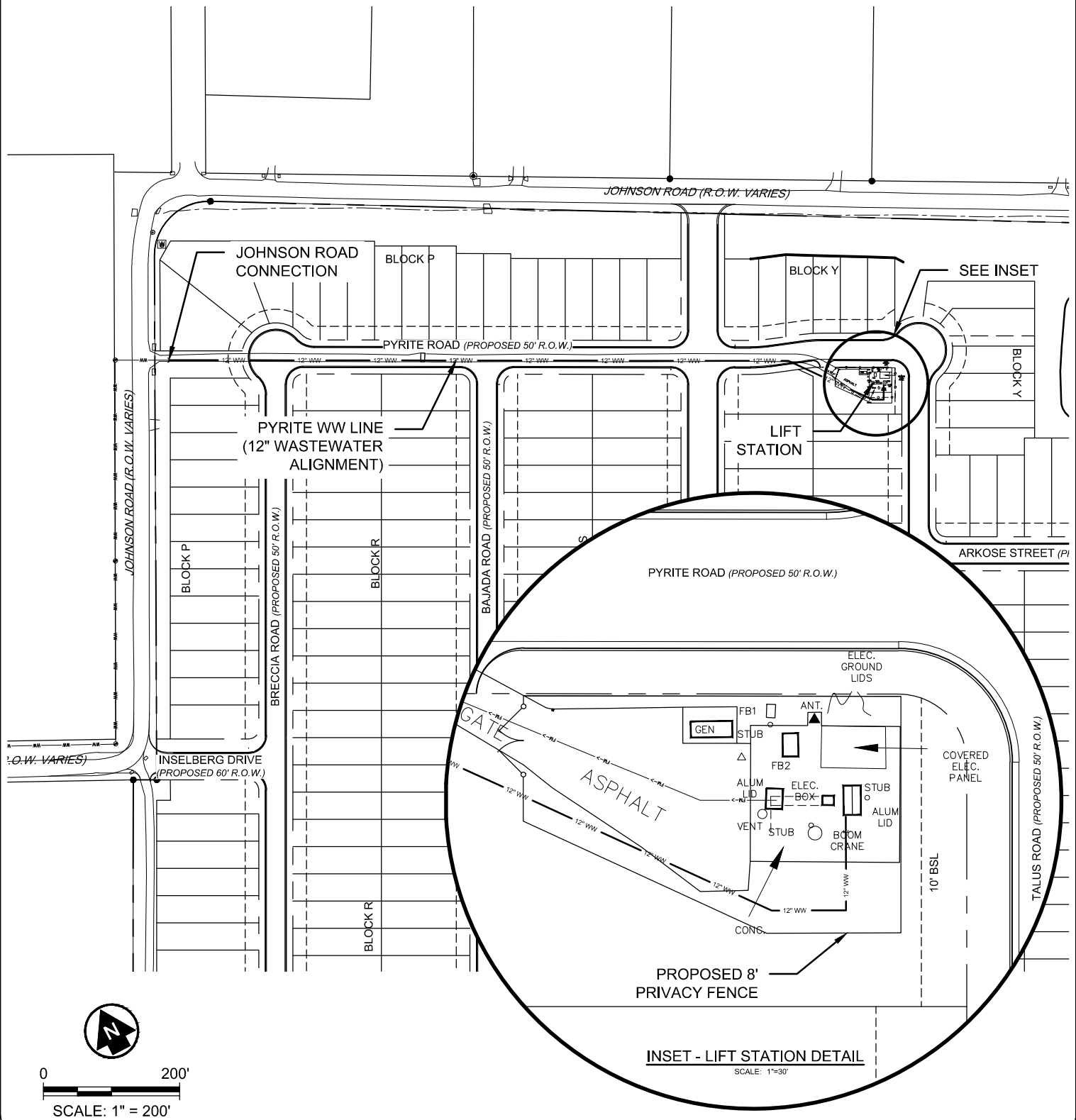
City of Manor, Texas
P. O. Box 387
Manor, Texas 78653-0387
Attention: City Secretary

EXHIBIT “A”

Concept Plan

LEGEND

12" WW PYRITE WW LINE (12" WASTEWATER LINE)



0 200'
SCALE: 1" = 200'

Drawing: L:\PROJECT\DR Horton\DRH17002-00 - Stonewater North\CAD\Exhibits\Dev Report Exhibits

KITCHEN TABLE
CIVIL SOLUTIONS

6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474
TBPE FIRM NO. F-18129

D·R·HORTON
America's Builder

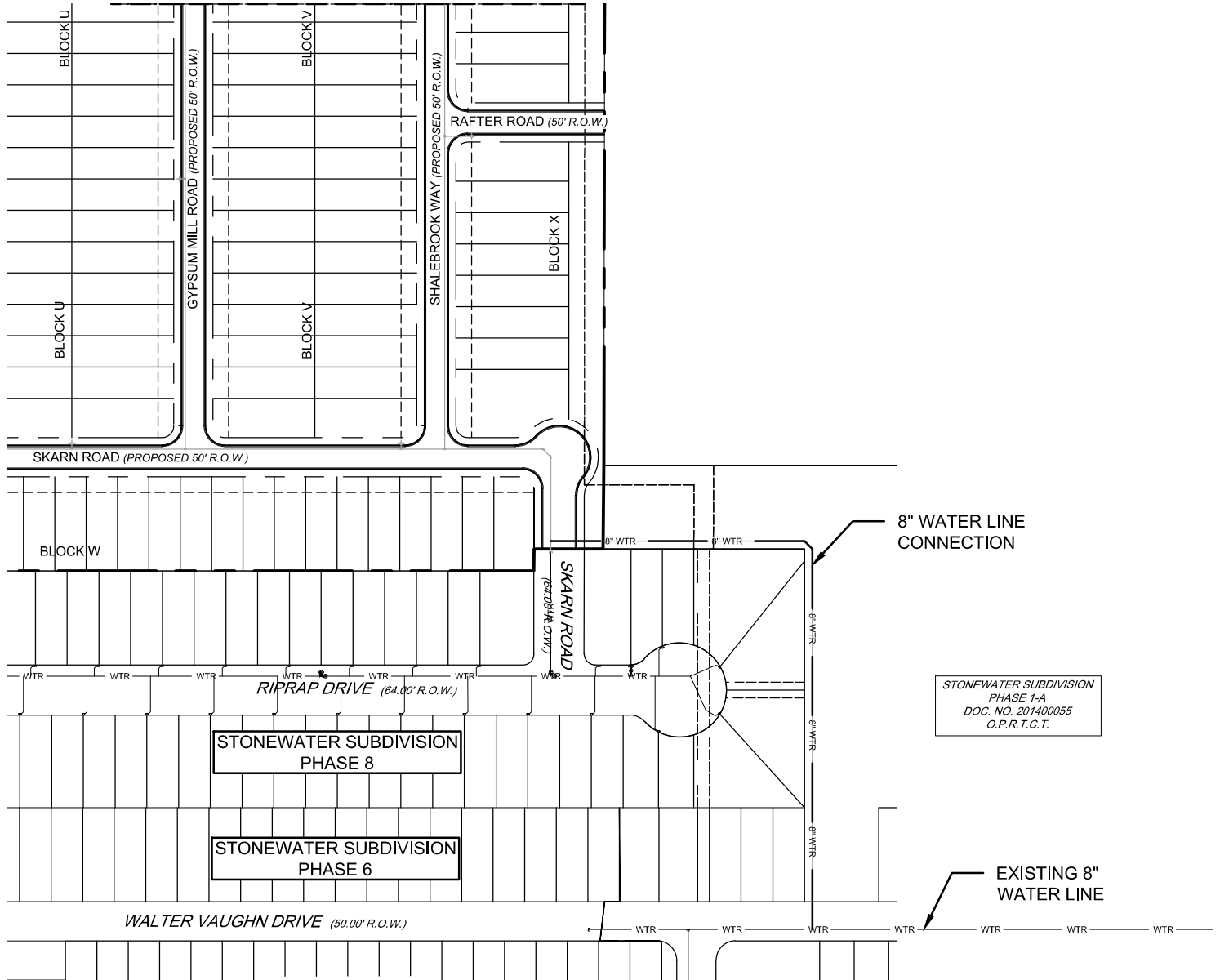
PYRITE WW LINE, JOHNSON ROAD
CONNECTION, AND LIFT STATION

STONEWATER NORTH
MANOR, TRAVIS COUNTY, TEXAS

EXH-B

LEGEND

- 8" WTR
- 8" WATER LINE CONNECTION
- STONEWATER NORTH PROPERTY BOUNDARY



Drawing: L:\PROJECT\DR Horton\DRH17002-00 - Stonewater North\CAD\Exhibits\Dev Report Exhibits

KITCHEN TABLE
CIVIL SOLUTIONS

6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474
TBPE FIRM NO. F-18129

D·R·HORTON
America's Builder

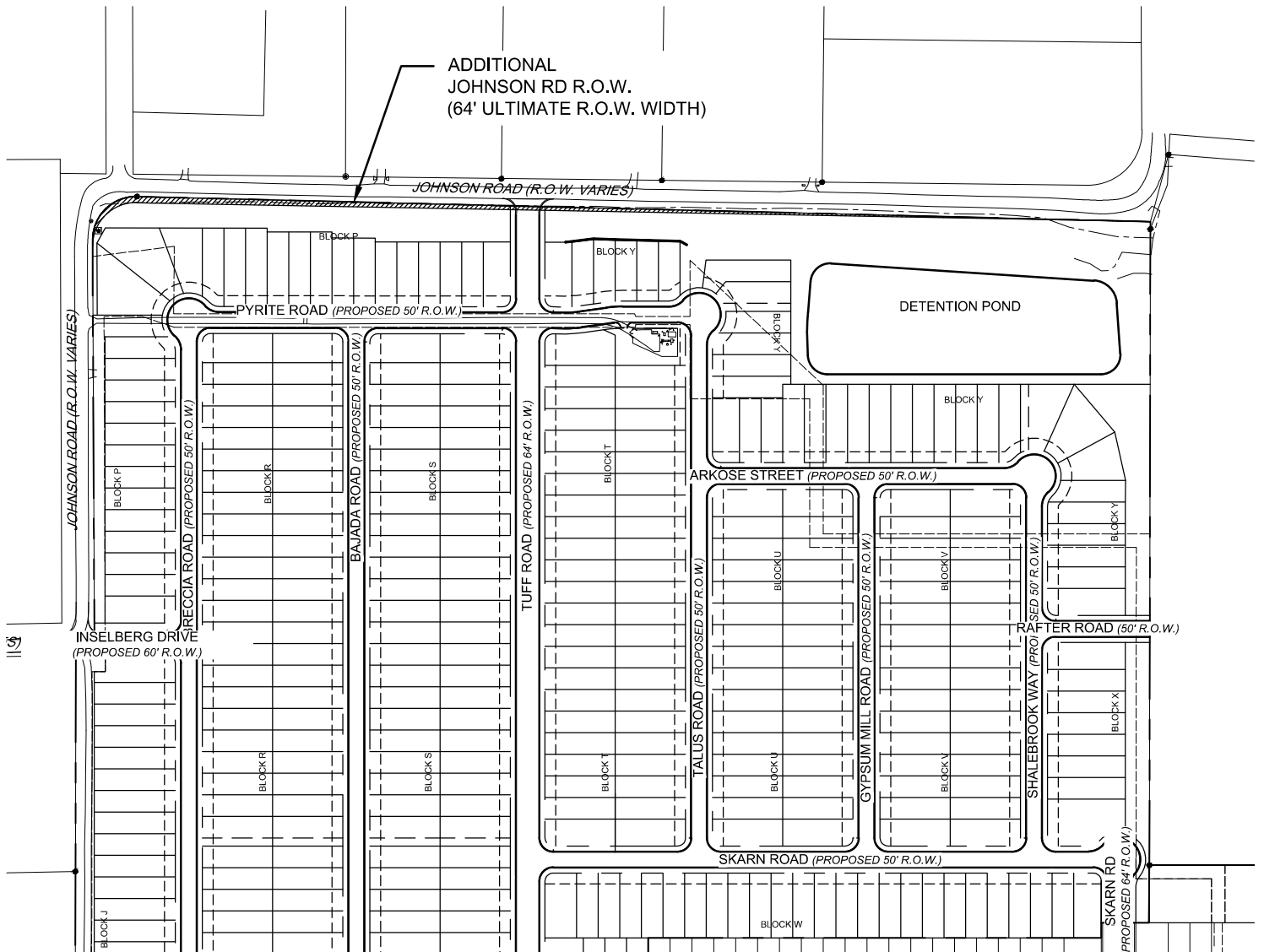
8" WATER LINE CONNECTION
IN WALTER VAUGHN DRIVE

STONEWATER NORTH
MANOR, TRAVIS COUNTY, TEXAS

EXH-C

LEGEND

 VARIABLE WIDTH JOHNSON RD R.O.W. DEDICATION



0 300'
SCALE: 1" = 300'

Drawing: L:\PROJECT\DR Horton\DRH17002-00 - Stonewater North\CAD\Exhibits\Dev Report Exhibits

KITCHEN TABLE
CIVIL SOLUTIONS

6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474
TBPE FIRM NO. F-18129

D·R·HORTON
America's Builder

VARIABLE WIDTH JOHNSON ROAD RIGHT
OF WAY DEDICATION

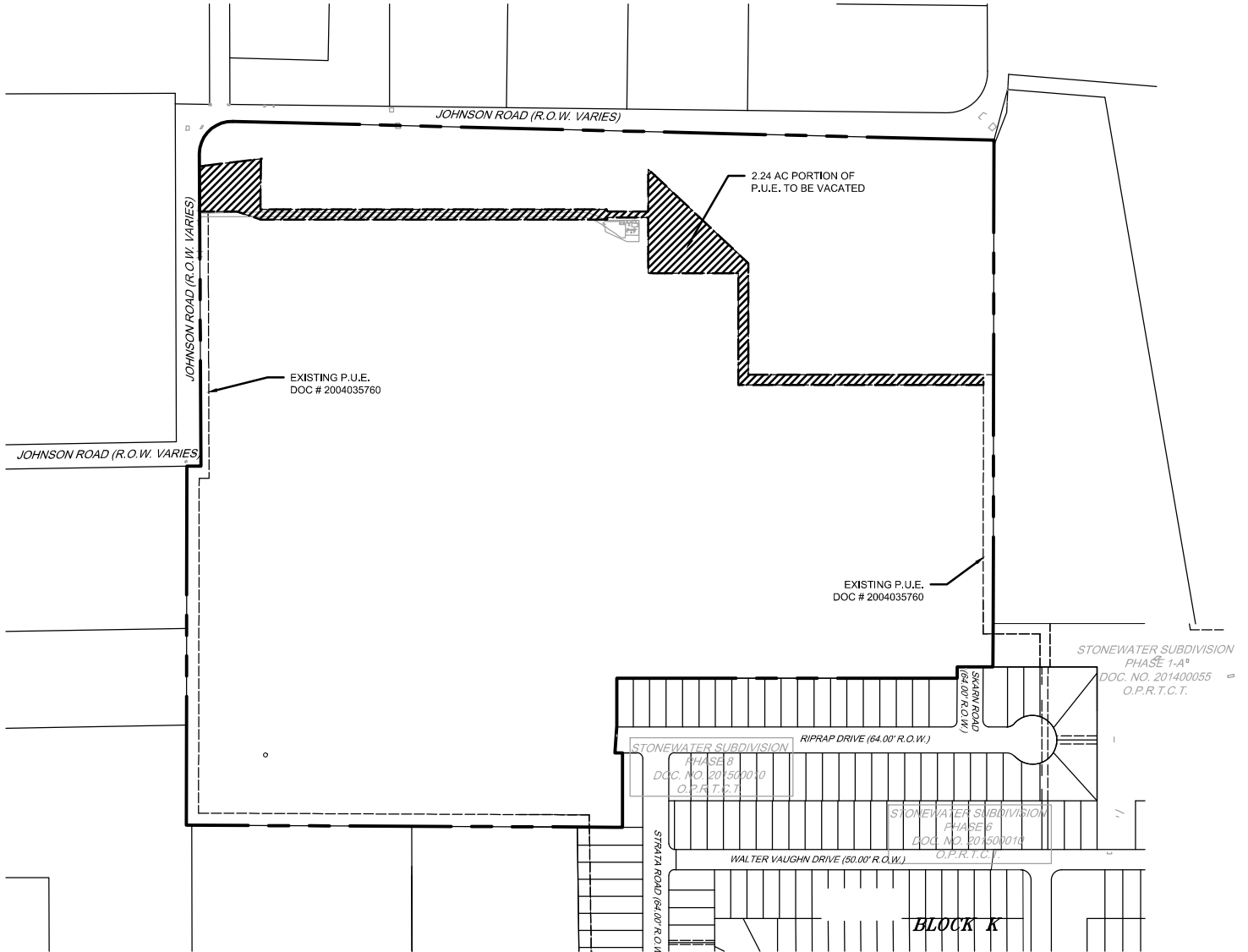
STONEWATER NORTH
MANOR, TRAVIS COUNTY, TEXAS

EXH-D

Drawing: L:\PROJECT\DR Horton\DRH17002-00 - Stonewater North\CAD\Exhibits\Dev Report Exhibits

LEGEND

- STONEWATER NORTH PROPERTY BOUNDARY
- PUBLIC UTILITY EASEMENT PORTION TO BE VACATED
- EXISTING P.U.E. DOC. NO. 2004035760



0 400'
SCALE: 1" = 400'

KITCHEN TABLE
CIVIL SOLUTIONS

6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474
TBPE FIRM NO. F-18129

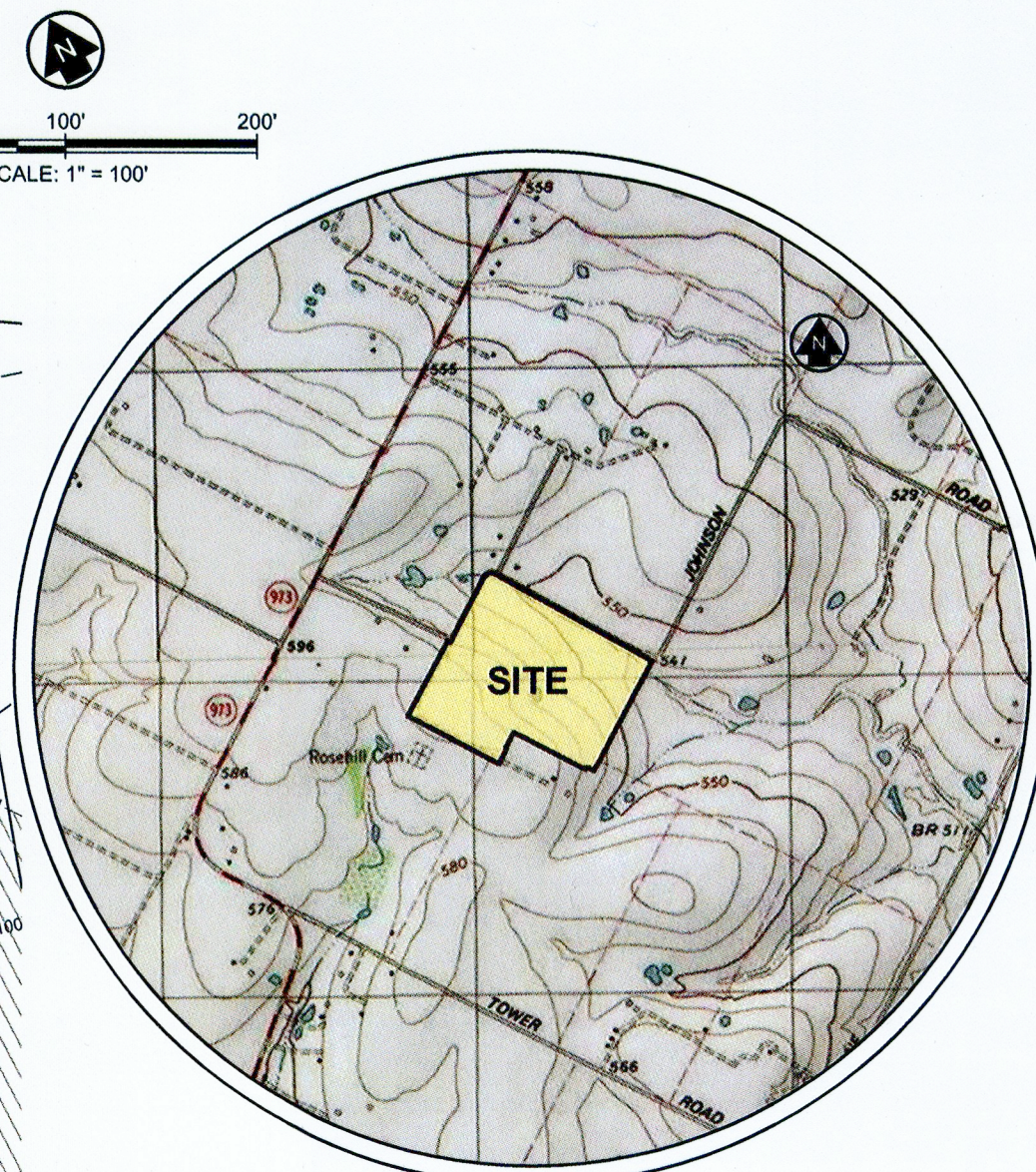
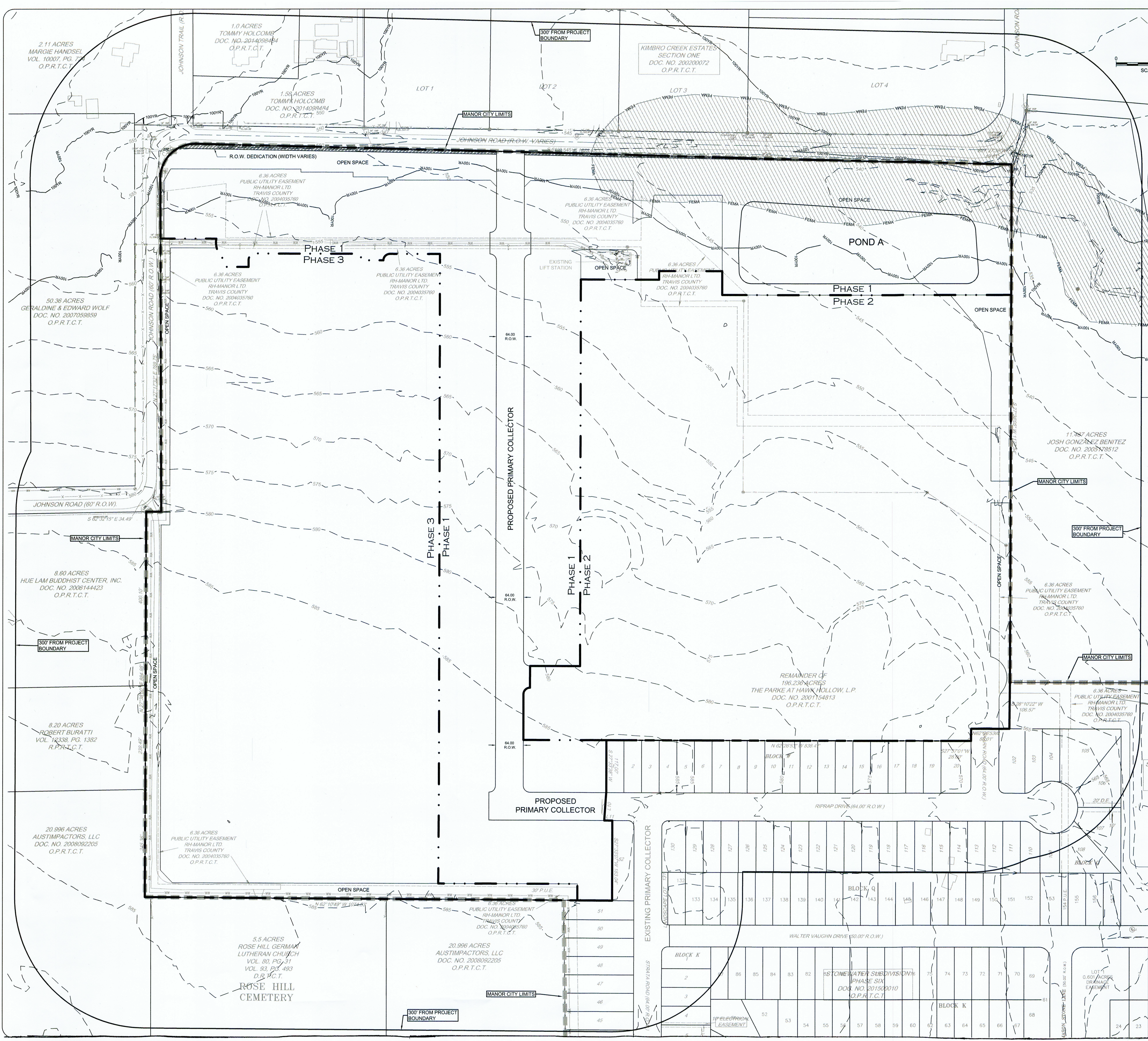
D·R·HORTON
America's Builder

PUBLIC UTILITY EASEMENT PORTION
TO BE VACATED

STONEWATER NORTH
MANOR, TRAVIS COUNTY, TEXAS

EXH-E

Last Saved By: J. Horton
 Last Saved: 10/03/2019 2:34 PM
 Drawing: L:\PROJECTS\STONEMAN\STONEMAN.dwg
 User: J. Horton
 Project: STONEMAN NORTH SUBDIVISION - CONCEPT PLAN R1
 Only



SITE SUMMARY

PROJECT TITLE: STONEMAN NORTH SUBDIVISION
SITE ADDRESS: 12701 JOHNSON ROAD
MANOR, TRAVIS COUNTY, TEXAS
CURRENT ZONING: R-1 SINGLE FAMILY RESIDENTIAL
OWNER / DEVELOPER: CONTINENTAL HOMES OF TEXAS, LP
10700 PECAN PARK BLVD., SUITE 400
AUSTIN, TX 78750
CONTACT: IAN CUDE (512) 533-1430
ENGINEER: KITCHEN TABLE CIVIL SOLUTIONS
6805 N. CAPITAL OF TEXAS HWY
SUITE 315
AUSTIN, TEXAS 78731
CONTACT: PEGGY CARRASQUILLO
(512) 758-7474
LEGAL DESCRIPTION: 69.829 ACRES OUT OF THE GREENBURY GATES SURVEY
NO. 63, TRAVIS COUNTY, TEXAS.
FLOODPLAIN: THIS PROPERTY IS LOCATED WITHIN FIRM PANEL NO.
48453C0485J AND NO. 48453C0295H TRAVIS COUNTY,
TEXAS, DATED AUGUST 18, 2014 AND SEPTEMBER 26,
2008, RESPECTIVELY. A PORTION OF THE PROPERTY IS
LOCATED WITHIN A ZONE "A" FLOODPLAIN.

LEGEND

- 100 YR FEMA FLOODPLAIN (ZONE A)
- FULLY DEVELOPED 100 YR FLOODPLAIN
- CITY OF MANOR FULL PURPOSE JURISDICTION
- PROJECT BOUNDARY

LAND USE TABLE		
LAND USE	LOTS	AREA (AC)
SF RESIDENTIAL	372	47.31
OPEN SPACE *	7	9.50
RIGHT-OF-WAY		13.02
TOTAL	379	69.83

* THE NEED FOR DRAINAGE, ACCESS, LANDSCAPE AND/OR UTILITY EASEMENT WILL BE DETERMINED AT TIME OF FINAL PLAT.

RESIDENTIAL LOTS BY PHASE				
PHASE	LOTS	AREA (AC)	LU'S	EST. TIMING
PHASE 1	94	12.03	94	MARCH 2018
PHASE 2	144	18.03	144	JANUARY 2019
PHASE 3	134	17.20	134	JANUARY 2020
TOTAL	372	47.26	372	

NO.	DATE	REVISION / DESCRIPTION	BY

KITCHEN TABLE
CIVIL SOLUTIONS

6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315
AUSTIN, TEXAS 78731 | TEL: (512) 758-7474
TXPE FIRM NO. F-18129

D.R. HORTON
America's Builder

Peggy M. Carrasquillo
65211
LICENSED PROFESSIONAL ENGINEER

STONEMAN NORTH
SUBDIVISION
MANOR, TRAVIS COUNTY, TEXAS

CONCEPT PLAN

JAY ENGINEERING COMPANY, INC.

P.O. Box 1220

Leander, TX 78646

(512) 259-3882

Fax 259-8016

November 3, 2017

Mr. Scott Dunlop
City of Manor
P.O. Box 387
Manor, TX 78653

Re: Stonewater North Subdivision
Second Concept Plan Application Submittal
City of Manor

Dear Mr. Bolt:

The Stonewater North Subdivision Concept Plan submitted by Kitchen Table Civil Solutions and received by our office November 3, 2017, has been reviewed for compliance with the City of Manor Code of Ordinances. Based upon our review, we find the proposed Concept Plan to be in general conformance with the City of Manor Code of Ordinances and there take no exception to the plan as presented.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

We trust that you will find this information helpful when considering approval of this Concept Plan. If you should have any questions, or need additional information, please let us know.

Sincerely,



Frank T. Phelan, P.E.

FTP/s

Copy: Ms. Peggy Carrasquillo, Kitchen Table Civil Solutions

PN 100-721-10



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 8, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a recommendation to the City Council regarding the terms of a development agreement with U-Pull-It Auto Parts.

BACKGROUND/SUMMARY:

The owner of the property is proposing an auto sales/auto salvage business. This property is proposed to be annexed on November 30th. Under State statute there are certain vested rights claims that could be made. Understanding those claims, the City and the Owner have entered consideration of a development agreement that outlines what development regulations will apply to the property. The DA proposes to develop the property under Light Industrial standards. It is proposed to be zoned C-2 (upon application for a rezoning). If the property never develops and the vested rights claim expire, the property would be held to the development standards of C-2. We are seeking a recommendation on the land use portions of the DA - zoning and Exhibit D (IN-1 standards) so Council can take an action on the overall DA with P&Z recommendations on the land use provisions.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Draft Development Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation to recommend approval to the City Council the terms of a development agreement with U-Pull-It Auto Parts.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

DEVELOPMENT AGREEMENT FOR U-PULL IT AUTO PARTS

This Development Agreement Agreement for U-Pull It Auto Parts (the “**Agreement**”) is made, entered into, and effective, as of the ____ day of _____, 2017 (the “**Effective Date**”) by and between the City of Manor, a Texas home-rule municipal corporation (the “**City**”), and _____, a _____, its authorized and approved successors and assigns (the “**Owner**”). The City and the Owner are sometimes referred to herein as the “**Parties**.” The Parties hereby contract, covenant and agree as follows.

Purposes, Consideration, Term and Termination

1.01. Purpose. Owner has entered a contract to sell approximately ____ acres of land, more or less, being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes (the “**Tract**”), to _____, a _____ (*entity type*) (the “**Developer**”). The Developer intends, after closing, to develop a portion of the Tract (such portion generally shown on Exhibit “B” attached hereto and incorporated herein for all purposes, (the “**Property**”), for used car sales and an automotive recycling and salvage yard operating under the business name U-Pul It Auto Parts in accordance with the development plan attached hereto as Exhibit “B” (the “**Development Plan**”). The Property is located within the extraterritorial jurisdiction (“**ETJ**”) of the City. The City is in the process of annexing the Property. The Parties desire to establish development standards for the Project to provide certainty and assurance of the development regulations applicable to the development of the Project.

1.02. General Benefits; Acknowledgement of Consideration.

(a) Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property as such are necessary for the Developer to close on the acquisition of the Property. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (1) the certainty and assurance of the development and use of the Property in accordance with this Agreement; and (2) the establishment of regulations applicable to the development of the Property. The City will benefit from this Agreement by virtue of its control over the development standards for the Property as herein provided.

(b) The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

1.03. Term of Agreement; Termination. The term of this Agreement shall be ____ (____) years from the Effective Date, and upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided that: (a) this Agreement will automatically terminate on April 30, 2018 if the Developer has not acquired the Property and provided the City with written notice of such acquisition; (b) this Agreement will automatically terminate and expire if the Owner sells the Property to an individual or entity other than the Developer; and (c) this Agreement will terminate and expire earlier if Owner defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement or the Property is fully developed and built-out by Owner. If the Developer acquires the Property and fails to obtain a certificate of occupancy and/or certificate of completion for the Project by _____, 2019, the City may terminate this Agreement, which termination will be effective on the thirtieth (30th) day following the date of delivery of written notice of termination to the Developer.

Zoning and Annexation; Sequence of Events

2.01. Zoning.

(a) After annexation of the Property, the Owner will submit an application for zoning of the Property to **District C-2**, with the additional uses and development standards set forth in Section _____. It is the intent of the City to zone the Property in the manner described in this Section. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. If the City does not zone the Property as provided in this Section, unless Owner substantially amends or abandons the Project, defaults under this Agreement, or permits its Chapter 245 rights to expire, the Property shall be and remain entitled to the rights and benefits provided in this Agreement, including, but not limited to, the development standards and uses described in Section _____.

(b) If the City does not zone the Property as provided in this Section, then, unless the Owner: (a) substantially amends the Project from what is described in the Development Plan and this Agreement; (b) abandons the Project; (c) defaults under this Agreement and fails to cure such default within the applicable Cure Period; or (d) permits its Chapter 245 rights to expire; the Owner and the Property shall be and remain entitled to the rights and benefits provided in this Agreement notwithstanding such inaction by the City.

2.02. Annexation. Owner consents to and requests that the City approve annexation of the Property. Owner accepts the municipal services plan for the Property attached as Exhibit “C” as good, sufficient and acceptable.

2.03. Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

- (a) Approval of this Agreement by the City and Owner;
- (b) Acquisition of the Property by the Developer and assignment of this Agreement to the Developer;
- (c) Submission of the zoning application by the Developer;
- (d) Adoption of an ordinance zoning the Property.
- (e) Submittal and approval of subdivision, site development, and building permit applications for the development and construction of the Project (herein defined).

Development of the Property

3.01. The Project. The Property will be developed for (a) automotive sales; and (b) automotive recycling and salvage (the “**Land Uses**”), substantially in accordance with the Development Plan, as which may be amended with the consent of the City, this Agreement and the Applicable Regulations (the “**Project**”).

3.02. Applicable Regulations; Development Standards. Owner shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with good engineering practices, the applicable federal and state laws, rules and regulations, the Development Plan, the Land Uses, the City’s Code of Ordinance as modified by this Agreement, the development standards for the Light Industrial – District IN-1 zoning district, except as modified in Exhibit “D” (the “**Development Standards**”), this Agreement, and the environmental regulations otherwise applicable to the Property, as they exist on the Effective

Date of this Agreement (“**Applicable Regulations**”). For the convenience of the parties, the development standards for the Light Industrial – District IN-1 zoning district and its modifications are attached hereto as Exhibit “D”, by Exhibit _____. In the event of a conflict between the City’s Code of Ordinance and this Agreement, this Agreement shall control.

3.03. Design and Construction. Owner will finance, design, construct and install all required water facilities, wastewater facilities, streets, drainage facilities and other amenities and improvements within the Property, or outside the boundaries of the Property, required to serve the Property at Owner’s sole cost and expense (collectively the “**Subdivision Improvements**”). Owner shall construct and install the Subdivision Improvements in compliance with the Applicable Regulations and plans and specifications approved by the City.

3.04. Additional Owner Agreements. Owner hereby agrees:

- (a) to develop and construct the Property and all related infrastructure for built-on-the-lot single-family homes and commercial businesses in compliance with the Applicable Regulations;
- (b) the fees and charges currently provided for in the Applicable Regulations may be amended by the City from time to time, and Owner, its grantees, successors and assigns, shall pay to the City such fees and charges, as amended, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application fees, building permit fees, water and wastewater impact, tap and use fees, and the reasonable costs and expenses incurred by the City for legal services with respect to this Agreement and the Subdivision;
- (c) to timely perform and complete each task, duty and responsibility of Owner set forth in this Agreement;

Vested Rights

Section 4.01. Vested Rights. The Parties agree that all permits and approvals required or authorized by the City for the development of the Property, including but not limited to preliminary plats, final plats, engineering design plans, infrastructure construction permits, and site development plans or permits, shall be approved if they are in accordance with this Agreement, the Applicable Regulations and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Owner has vested authority to develop the Property in accordance with this Agreement and the Applicable Regulations notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City’s ordinances, rules and regulations, which will only be applicable to the extent allowed by Chapter 245, *Texas Local Government Code* (the “**Vested Rights**”), provided that the Vested Rights shall terminate and expire in the event that: (1) the Owner, or its successors or assigns with respect to each affected parcel, agrees in writing to such modification or revocation; (2) Owner fails to complete and obtain final a certificate of occupancy and/or a certificate of completion for the Project by _____, 2019, or thereafter abandons development of the Property; (3) an application for a major change to the Development Plan is submitted by the Owner which substantially changes the Land Uses approved by this Agreement; or (4) state law or court order mandates otherwise. If there is any conflict between the Applicable Regulations and the terms of

this Agreement, the terms of this Agreement will control. As used in this Agreement, “abandons development of the Property” or “abandons the project” means that Owner commences the development of the Property for which all required permits have been issued, but fails to complete such development within five years thereafter.

Assignment of Commitments and Obligations

5.01. Owner Assignment of Agreement. Owner’s rights and obligations under this Agreement may be assigned by Owner to the Developer, provided that the Developer acquires the Property and agrees to be bound by the terms and conditions of this Agreement as evidenced in writing, and such assignment shall not be effective until the City receives written notice of the assignment.

5.02 Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. This Agreement shall be recorded in the Official Public Records of Travis County, Texas within sixty days after the Effective Date. Nothing in this Agreement is intended to impose the Owner’s obligations on individual owners that purchase lots for their personal use.

Default; Reservation of Rights; Attorneys Fees; Waiver

6.01.Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

6.02. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

6.03. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

6.04. 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 length of time during which that failure continues, be deemed a waiver of that party’s right to 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.

Force Majeure

7.01. Definition. The term “force majeure” as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

7.02. Notice of Default. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

7.03. Settlements and Strikes. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Notices

8.01. Method of Notice. Any notice to be given hereunder by a party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor
Attn: City Manager
_____ East Eggleston Street
Manor, Texas _____

Facsimile:
Email:

with copy to:

The Knight Law Firm, LLP
Attorneys at Law
223 West Anderson Lane, #A105
Austin, Texas 77852

Any notice mailed to Owner shall be addressed:

with copy to:

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Waiver and Release

9.01. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Owner voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Owner to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement. Owner specifically releases any equitable or legal claim that it may have regarding, or with respect to, the requirement to install or construct any project or obligation undertaken by Owner pursuant to this Agreement.

The foregoing waivers and releases, however, shall not be construed to waive or release the failure of the City to perform its obligations under this Agreement, or of any rights that may accrue to Owner as a result of the failure of the City to comply with any applicable federal or state law, statute, rule or regulation in its performance of this Agreement.

Entire Agreement

10.01. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

No Joint Venture; No Third Party Beneficiary

11.01. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City and its ETJ pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

11.02. 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 provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Effective Date

12.01. Effective Dates. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Texas Law Governs

13.01. Texas Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions, and shall be performable in Williamson County, Texas. Venue shall lie exclusively in the State District Courts of Williamson County, Texas.

Time of the Essence

14.01. Timely Performance. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Manor, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Lluvia Tijerina

Title: City Secretary

By: _____

Name: Rita Jonse

Title: Mayor

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 201____, by Rita Jonse, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2017,
by _____, _____ of Baizer Interest, Inc., a _____ corporation, on behalf
of said corporation.

(SEAL)

Notary Public, State of Texas

EXHIBIT A
The Tract

EXHIBIT B
The Property and the Development Plan



EXHIBIT C
Municipal Services Plan

EXHIBIT D
Development Standards

(a) Site Development Regulations.

- (i) Paved sidewalks, driveways, and parking areas are required.
- (ii) Screening of loading, storage facilities, and dumpster enclosures is required.
- (iii) Height and placement requirements: No building shall be erected or maintained within the required building setbacks set forth herein, or which exceeds the height limits specified in the following:
 - (A) Front Yard Setback: 25 feet
 - (B) Side yard to Residential: 50 feet
 - (C) Rear Yard to Residential: 50 feet
 - (D) Street Side Yard Setback: 25 feet
 - (E) Side yard to all C, I, and IN: 20 feet
 - (F) Rear Yard to all C, I and IN: 20 feet
 - (G) Min. Lot Sq. Ft. Area: 1 acre (43,560 square feet)
 - (H) Min. Lot Width: 50 feet
 - (I) Max Height Limit: 60 feet
- (iv) The maximum percentage of lot area which may hereafter be covered by the main building(s) and all accessory buildings all not exceed 50% for main buildings, and 60% for main buildings and accessory buildings combined.
- (v) No building or structure may be erected, added to or altered to exceed the maximum floor area ratio standards of 1.5.
- (vi) Development of the Project shall further comply with the requirements of Exhibit B to the City's Zoning Ordinance (Article 14.02, Manor Code of Ordinances) applicable to the IN-1 District, which is Chapter
- (vii) Development of the Project shall further comply with the site development standards, outdoor lighting, landscaping, and signage standards for the IN-1 District; provided that the developer of the Project may install fencing up to ____ feet tall at ____
- (viii) The portions of the Property indicated on Exhibit B and used for auto sales shall be improved with an all-weather surface that complies with the Applicable Regulations. The areas marked as ____ on Exhibit B may be improved with a ____ surface, provided that the developer of the Project ensures that all automotive fluids are disposed of in a manner that is compliant with applicable local, state, and federal regulations and that minimizes environmental impact.
- (ix) *Address enhance screening requirements*
- (x) Vehicles may not be stored by stacking them.

(b) Performance Standards. The Land Uses shall conform in operation, location and construction to the minimum performance standards herein specified for noise, odorous matter, toxic and noxious matter, glare, smoke, particulate matter and other air contaminants, fire, explosive and hazardous matter, and vibration.

(i) At no point at the bounding property line of any Land Use may the sound pressure level of any operation or plant exceed the decibel limits specified in the octave band groups designated in the following table.

(A) Maximum permissible daytime* Octave Band - Decibel Limits at the bounding property line** in an IN-1 District:

Octave Band (CPS)	37 75	75 150	150 300	300 600	600 1200	1200 2400	2400 4800	4800 9600	A Scale
Decibel Band Limit (DB re 0.0002 Microbar)	82	76	68	60	56	53	50	48	62

Note: A scale level is provided for monitoring purposes only and is not applicable to detailed sound analysis.

*Daytime shall refer to the hours between sunrise and sunset on any given day.

**The Building Official will interpret the bounding property line for noise enforcement as being at the nearest right-of-way or property line of any street, alley, stream or other permanently dedicated open space from the noise source when such open space exists between the property line of the noise source and adjacent property. When no such open space exists, the common line between two parcels of property shall be the bounding property line.

(B) The following corrections will be made to the table of Octave Band Decibel limits in determining compliance with the noise level standards.

When noise is present at night (any time other than daytime) subtract 7 decibels. When noise contains strong, pure tone components or is impulsive, that is when meter changes at 10 decibels or more per second, subtract 7 decibels. Add ten (10) decibels when noise is present for not more than:

1/2 minute in any 1/2 hour period;

1 minute in any 1 hour period;

10 minutes in any 2 hour period; or

20 minutes in any 3 hour period.

(C) Measurement of noise is made with a sound level meter or Octave Band analyzer meeting the standards prescribed by the American Standards Association.

(ii) Smoke and Particulate Matter. No operation or use shall cause, create or allow the emission of air contaminants which violate State or Federal environmental laws, as referenced herein: Texas Health and Safety Code Ann Chaps. 381 & 382, Air Pollution Prevention and Control, 42 U.S.C.A. 67401, et seq. Open storage and open processing operations, including on-site transportation movements which are a source of wind or airborne dust or other particulate matter, are subject to the standards and regulations specified herein.

(iii) Odorous Matter. No use may be located or operated on the Property which involves the emission of odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the bounding property line or any point beyond the tract on which such use or operation is located. The odor threshold as herein set forth is determined by observation by the Building Official. In any case where uncertainty may arise or where the operator or owner of an odor-emitting use may disagree with the enforcing officer or where specific measurement of odor concentration is required, the method and procedures as specified by American Society for Testing Materials, A.S.T.M.D. 1391-57, Entitled "STANDARD METHOD FOR MEASUREMENT OF ODOR IN ATMOSPHERES," will be used and a copy of A.S.T.M.D. 1391-57 is hereby incorporated by reference.

(iv) Flammable and Explosive Materials. No use involving the manufacture or storage of compounds or products which decompose by detonation is permitted except that chlorates, nitrates, perchlorates, phosphorus and similar substances and compounds in small quantities for use by industry, school laboratories, druggists or wholesalers may be permitted when approved by the Fire Marshal of the City as not presenting a fire or explosion hazard. The storage and use of all flammable liquids and materials such as pyroxylin plastics, nitrocellulose films, solvents and petroleum products is permitted only when such storage or use conforms to the standards and regulations established by City ordinance.

(v) Toxic and Noxious Matter. No operation or use may emit a concentration across the bounding property line of the tract on which such operation or use is located of toxic or noxious matter which exceeds the concentration (exposure) considered as the threshold limit for an industrial worker as such standards are set forth by the Texas State Department of Health in Threshold Limit Values Occupational Health Regulation No. 3, as such regulations exist or may later be amended.

(vi) Vibrations. No operation or use may at any time create earthborne vibration which, when measured at the bounding property line of the source of operation, exceed[s] the limit of displacement set forth in the following table in the frequency ranges specified.

FREQUENCY CYCLES PER SECOND	DISPLACEMENT IN INCHES
--------------------------------	------------------------

0 to 10	.0010
10 to 20	.0008
20 to 30	.0005
30 to 40	.0004
40 to 50	.0003

(vii) Glare. No use or operation may be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor may any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 8, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Final Plat for Shadowview Section 3, three (3) commercial lots on 16 acres more or less, located near Gregg Manor Road and Hill Lane. Owner: Cottonwood Holdings LTD.

Applicant: Kimley-Horn and Associates

BACKGROUND/SUMMARY:

This is the section of Shadowview that extends Hill Lane to Lexington and realigns Manor Downs Road. We are seeking a CONDITIONAL APPROVAL of these plans because we cannot fully approve or record them until the construction of the new Manor Downs is accepted by the City and the old Manor Downs ROW is vacated. The sequence of events was agreed upon by the Developer and the City in August.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Plat

Engineer Comments

Approval Letters

Agreement Letter

STAFF RECOMMENDATION:

It is City staff's recommendation to conditionally approve the Shadowview Section 3 Final Plat on completion of the Conditions Precedent as set forth in the Agreement Letter.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

VICINITY MAP

1" = 2000'

HILL LN.

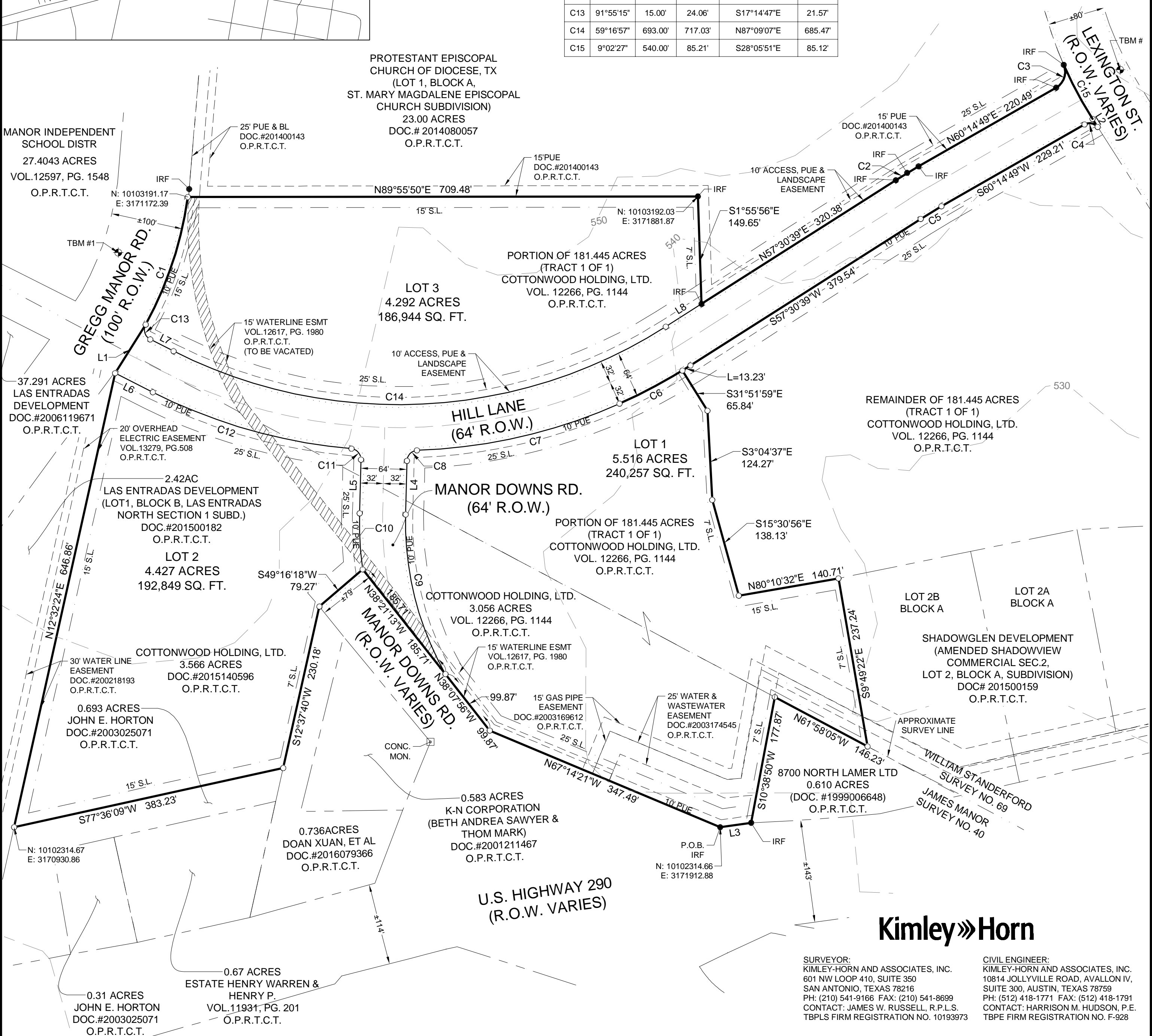
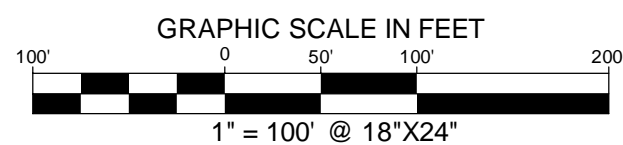
GREGG MANOR

LEXINGTON ST.

HWY 290

SITE

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	20°54'29"	515.00'	187.93'	N18°15'36"E	186.89'
C2	2°47'33"	760.00'	37.04'	N58°40'42"E	37.04'
C3	83°38'44"	25.00'	36.50'	N18°19'07"E	33.34'
C4	76°34'04"	15.00'	20.05'	N79°29'46"W	18.59'
C5	2°47'13"	696.00'	33.86'	S58°40'24"W	33.85'
C6	29°30'37"	757.00'	389.89'	S73°16'03"W	385.60'
C7	29°30'37"	757.00'	389.89'	N73°16'03"E	385.60'
C8	84°17'44"	15.00'	22.07'	S43°30'55"W	20.13'
C9	31°11'33"	425.31'	231.55'	S14°00'06"E	228.70'
C10	9°08'46"	489.31'	78.11'	S02°59'36"E	78.03'
C11	84°06'17"	15.00'	22.02'	N40°41'05"W	20.09'
C12	21°52'52"	757.00'	289.10'	S74°08'51"E	287.34'
C13	91°55'15"	15.00'	24.06'	S17°14'47"E	21.57'
C14	59°16'57"	693.00'	717.03'	N87°09'07"E	685.47'
C15	9°02'27"	540.00'	85.21'	S28°05'51"E	85.12'



Kimley»»Horn

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JAMES W. RUSSELL, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV,
SUITE 300, AUSTIN, TEXAS 78759
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: HARRISON M. HUDSON, P.E.
TBPE FIRM REGISTRATION NO. F-928

OWNER:
COTTONWOOD HOLDINGS LTD
9900 HWY 290E
MANOR, TX 78653-9720
CONTACT: DANNY BURNETT

SUBDIVISION PLAT ESTABLISHING

SHADOWVIEW COMMERCIAL SECTION 3

BEING 16,726 ACRES OF LAND, LOCATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, AND WILLIAM STANDERFORD SURVEY NO. 69, ABSTRACT NO. 742, BEING A PORTION OF 3,056 ACRES TRACT CONVEYED TO COTTONWOOD HOLDING, LTD., AS RECORDED IN VOLUME 12266, PAGE 1144, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF 3,566 ACRES TRACT CONVEYED TO COTTONWOOD HOLDING, LTD., AS RECORDED UNDER DOCUMENT NO. 2015140596, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Sheet No.
1 OF 2

DWG NAME: K:\\$A SURVEY\089241705-SHADOWVIEW SEC3\DWG\KIMLEY-HORN PLAT1REV. SHADOWVIEW COMMERCIAL 5-11-17.DWG PLOTTED BY ARAUJO-CRUZ ROBERTO 5/16/2017 7:16 AM LAST SAVED 5/16/2017 7:05 AM

BENCHMARKS:

TBM #1 "X" SET ON TOP OF EDGE CURB, 124.75' SOUTHWESTERLY FROM THE NORTHWESTERLY CORNER OF THE SUBJECT TRACT, ELEVATION = 563.070'. VERTICAL DATUM NAVD 1988.

TBM #2 "X" SET ON THE TOP AND CENTER OF CURB INLET ON THE EASTERLY SIDE OF LEXINGTON ST., 78.76' SOUTHEASTERLY FROM THE NORTHEASTERLY CORNER OF THE SUBJECT TRACT, ELEVATION = 540.99'. VERTICAL DATUM NAVD 1988.

SHADOWVIEW COMMERCIAL SECTION 3 GENERAL INFORMATION:

TOTAL ACREAGE.....16.726 ACRES


ACREAGE OF PROPOSED ROAD.....2.491 ACRES

NUMBER OF LIGHT COMMERCIAL LOTS.....3

ACREAGE OF LIGHT COMMERCIAL LOTS.....14.235 ACRES

TOTAL NUMBER OF LOTS.....3

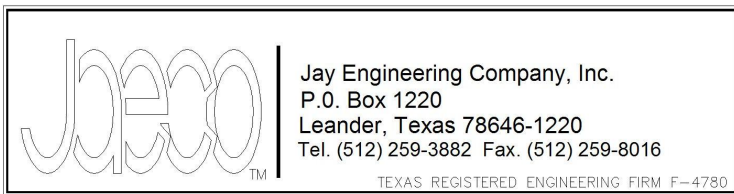
LEGEND

IRSC	○	1/2" IRON ROD W/ "KHA" CAP SET
IRF	●	1/2" IRON ROD FOUND
O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS		
P.O.B.		POINT OF BEGINNING
T.B.M.		BENCH MARK
PUE		PUBLIC UTILITY EASEMENT
SL		SETBACK LINE
530		PROPOSED CONTOURS (BASED ON NAVD 88)
.....		SIDEWALK
		AREA TO BE VACATED

THIS SITE IS LOCATED IN THE WILBARGER CREEK AND GILLELAND CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C04855, EFFECTIVE DATE AUGUST 18, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

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Kimley-Horn and Associates, Inc.
All rights reserved



Date: Monday, December 12, 2016

Harrison Hudson
Kimley-Horn
10814 Jollyville Rd.
Austin TX 78759
harrison.hudson@kimley-horn.com

Permit Number 2016- P1016-FP

Job Address: 16.043 ACRES OF LAND, LOCATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546
AND WILLIAM STANDER, Manor, TX. 78653

Dear Harrison Hudson,

The first submittal of the Shadowview Section 3 Final Plat (*Final Plat*) submitted by Kimley-Horn and received on February 06, 2017, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (512) 259-3882 or by email at pgray@jaeco.net.

Property ownership for all properties within three hundred feet of the subdivision boundary are not shown on the plat as required in Section 24(c)(1)(v) of Subdivision Ordinance 263B. The owner's names and the property line of property within three hundred (300) feet of the subdivision boundary, together with the respective plat or deed reference as determined by the most recent tax roles must be shown on the plat. A reference table may be used to maintain clarity.

Setbacks are not shown on the plat as required in Sections 24(c)(1)(ix) and 24(c)(4)(vi) of Subdivision Ordinance 263B. The location of building setback lines, as required by the City's Zoning Ordinance and indicated by dashed lines on the plat, and the location, dimensions, and descriptions of all required easements within the subdivision, intersecting, or contiguous with its boundaries or forming such boundaries must be shown on the plat.

Sidewalk locations are not shown on the plat as required in Section 24(c)(4)(viii) of Subdivision Ordinance 263B. The proposed location of sidewalks for each street is to be shown as a dotted line inside the proposed right-of-way lines.

The property description on the tax payment documentation does not appear to be for the tract of land being platted. The submitter must verify documentation is for the subject property.

No lines are shown for the R.O.W. for Highway 290 or for the existing R.O.W. for Manor Downs Road. Section 24(c)(2)(ii) of Subdivision Ordinance 263B requires the location, dimensions, names and descriptions of all existing and recorded streets be shown on the plat.

The submitter should modify the year shown on the signature blocks.

Prior to the final plat being approved, the City Council will need to approve the swap in right-of-way between the portions of the right-of-way for Manor Downs Road that are proposed to be vacated and the new right-of-way being allocated for Manor Downs Road by ordinance. An appraisal for the right-of-way swap should be submitted for City Council approval.

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



12/12/2016 3:35:33 PM
Shadowview Section 3 Final Plat
2016- P1016-FP
Page 3

Pauline Gray, P.E.
Staff Engineer
Jay Engineering Company, Inc.



February 6, 2017

City of Manor
Planning and Development Review Dept.
105 E. Eggleston Street
Manor, TX 78653

RE: *Subdivision Final Plat Review 1*
Shadowview Commercial Section 3
City of Manor, Texas 78653

To Whom It May Concern:

Please accept this Comment Response Letter for the above referenced project. This submittal is in response to the comments provided by Jay Engineering Company, Inc. on December 12, 2016. The original comments have also been included below for reference.

Comment 1: Property ownership for all properties within three hundred feet of the subdivision boundary are not shown on the plat as required in Section 24(c)(1)(v) of Subdivision Ordinance 263B. The owner's names and the property line of property within three hundred (300) feet of the subdivision boundary, together with the respective plat or deed reference as determined by the most recent tax roles must be shown on the plat. A reference table may be used to maintain clarity.

Response: All property ownership names, property lines, and plat/deed references within 300 feet of the subdivision boundary have been added to the plat.

Comment 2: Setbacks are not shown on the plat as required in Sections 24(c)(1)(ix) and 24(c)(4)(vi) of Subdivision Ordinance 263B. The location of building setback lines, as required by the City's Zoning Ordinance and indicated by dashed lines on the plat, and the location, dimensions, and descriptions of all required easements within the subdivision, intersecting, or contiguous with its boundaries or forming such boundaries must be shown on the plat.

Response: Building setback lines are now shown as dot-dash lines and labeled (S.L.) on the plat. The required easements are shown on the plat with dashed lines.

Comment 3: Sidewalk locations are not shown on the plat as required in Section 24(c)(4)(viii) of Subdivision Ordinance 263B. The proposed location of sidewalks for each street is to be shown as a dotted line inside the proposed right-of-way lines.

Response: Dotted lines have been added inside the proposed ROW to show sidewalk locations.

Comment 4: The property description on the tax payment documentation does not appear to be for the tract of land being platted. The submitter must verify documentation is for the subject property.

Response: We are platting a subdivided portion of a larger tract, and therefore our property descriptions only describes the portion that the proposed lots represents.

Comment 5: No lines are shown for the R.O.W. for Highway 290 or for the existing R.O.W. for Manor Downs Road. Section 24(c)(2)(ii) of Subdivision Ordinance 263B requires the location, dimensions, names, and descriptions of all existing and recorded streets be shown on the plat.

Response: Right-of-way lines were added for existing Highway 290, as well as Manor Downs Road

Comment 6: The submitter should modify the year shown on the signature blocks.

Response: The signature block has been updated to show the correct year.


Comment 7: Prior to the final plat being approved, the City Council will need to approve the swap in right-of-way between the portions of the right-of-way for Manor Downs Road that are proposed to be vacated and the new right-of-way being allocated for Manor Downs Road by ordinance. An appraisal for the right-of-way swap should be submitted for City Council approval.

Response: An appraisal will be submitted prior to the approval of this subdivision final plat.

Please contact me at 512-418-4534 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'H. M. Hudson', is written over a light blue horizontal line.

Harrison M. Hudson, P.E.
Project Manager

JAY ENGINEERING COMPANY, INC.
P.O. Box 1220 (512) 259-3882
Leander, TX 78646 Fax 259-8016
Texas Registered Engineering Firm F-4780

March 2, 2017

Mr. Tom Bolt
Director of Development Services
City of Manor
P.O. Box 387
Manor, TX 78653

Re: Final Plat Review for
Shadowview Commercial Section 3
City of Manor, Texas

Dear Mr. Bolt:

The Shadowview Commercial Section 3 Final Plat submitted by Kimley-Horn and Associates, Inc. and received on February 6, 2017, has been reviewed by our office for compliance with the City of Manor Subdivision Ordinance 263B. The Final Plat appears to be in general compliance with City Ordinance requirements, however the construction plans have not been approved for the project. Per Subdivision Ordinance 263B the final plat cannot be approved until the construction plans have been approved.

Per discussions between City Staff, the City Attorney and the Developer, the Final Plat approval will also be contingent upon vacation of the right of way occurring for Manor Downs. The Final Plat cannot move forward for approval until the City and the developer have entered into a letter agreement addressing the sequence of events and conditions related to the closure and abandonment of Manor Downs.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Sincerely,



Pauline M. Gray, P.E.

PMG/s

Copy: Harrison Hudson, P.E., Kimley-Horn and Associates
Scott Dunlop, City of Manor

JAY ENGINEERING COMPANY, INC.
P.O. Box 1220 (512) 259-3882
Leander, TX 78646 Fax 259-8016
Texas Registered Engineering Firm F-4780

June 26, 2017

Mr. Tom Bolt
Director of Development Services
City of Manor
P.O. Box 387
Manor, TX 78653

Re: REVISED Final Plat Review for
Shadowview Commercial Section 3
City of Manor, Texas

Dear Mr. Bolt:

The Shadowview Commercial Section 3 REVISED Final Plat submitted by Kimley-Horn and Associates, Inc. and received on May 31, 2017, has been reviewed by our office for compliance with the City of Manor Subdivision Ordinance 263B. The REVISED Final Plat appears to be in general compliance with City Ordinance requirements, however the construction plans have not been approved for the project. Per Subdivision Ordinance 263B the final plat cannot be approved until the construction plans have been approved.

Per discussions between City Staff, the City Attorney and the Developer, the Final Plat approval will also be contingent upon vacation of the right of way occurring for Manor Downs. The Final Plat cannot move forward for approval until the City and the developer have entered into a letter agreement addressing the sequence of events and conditions related to the closure and abandonment of Manor Downs.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Sincerely,



Pauline M. Gray, P.E.

PMG/s

Copy: Harrison Hudson, P.E., Kimley-Horn and Associates
Scott Dunlop, City of Manor



August 16, 2017

Peter A. Dwyer
Cottonwood Holdings, Ltd.
9900 HWY 290 East
Manor, Texas 78653

RE: ShadowView Commercial Section 3 Construction Plans and Final Plat;
Abandonment of a portion of Manor Downs

Dear Pete:

This letter sets for the agreement between the City of Manor (the “City”) and Cottonwood Holdings (the “Developer”), collectively the “Parties”, regarding the closure, abandonment, and conveyance of the portion of Manor Downs described as “Manor Downs Rd to be Closed & Conveyed” in **Exhibit A** attached hereto and incorporated herein for all purposes (the “ROW”) and the approval of construction plans and final plat for ShadowView Commercial Section 3 (“Section 3”). The improvements described herein are being constructed pursuant to the Addendum to Development Agreement for the ShadowGlen Subdivision between the Parties dated May 23rd, 2014 and to comply with the City’s Thoroughfare Plan. The Developer will be required to construct the extension of Hill Lane from Gregg Manor eastward to a new intersection of Lexington Street. This Hill Lane extension requires the realignment of a portion of Manor Downs, and the modification of the intersection of Gregg Manor Road and Hill Lane in accordance with the approved construction plans (the “New Roads”) in connection with development of Section 3 and to install roadways consistent with the City’s Thoroughfare Plan. Construction of the New Roads will result in safer travel ways for vehicular and pedestrian traffic. In order to realign Manor Downs, the ROW and the Remainder Tract (described in the following paragraph) will need to be closed and abandoned and the New Roads shown in **Exhibit B** constructed and dedicated to the City. The Developer has requested that the ROW, which is the portion of Manor Downs located immediately adjacent to the Developer’s property on both sides of the ROW, be conveyed to the Developer in exchange for dedication of the New Roads to the City, and has provided the City with an appraisal of the land subject to this transaction that shows that the City will receive land of greater value than the land to be conveyed to the Developer.

In addition, a portion of Manor Downs located outside of the Developer’s property will be surplus and not needed after the New Roads are constructed and accepted by the City, identified as The Remainder Tract Subject to Possible Future Assignment, as generally shown on **Exhibit A** (the “Remainder Tract”). The City desires that the Developer assign any interest the Developer may have in the Remainder Tract to two adjacent property owners (the “Assignment”), so that the City will have the ability to convey the Remainder Tract to the adjacent property owners as determined appropriate by the City in the future.

The Parties desire to address the sequence of events related to approval of the construction plans and final plat for Section 3, the construction and dedication of the New Roads, and the closure, abandonment, and conveyance of the ROW to ensure that the New Roads are constructed and completed before the ROW is abandoned and conveyed.

The following sequence of events will govern this transaction:

1. The parties enter into this letter agreement.
2. The City Council approves an ordinance in a form substantially similar to that set forth in **Exhibit C** authorizing the closure, abandonment, and conveyance of the ROW to the Developer (the "Ordinance"); provided that such the abandonment and conveyance of the ROW will not occur and the deed conveying the ROW to the Developer (the "Deed") may not be signed and recorded in the real property records until the New Roads are constructed in accordance with the approved construction plans and applicable City regulations and accepted by the City and the Assignment is executed and recorded in the real property records.
3. The City will approve the construction plans for Section 3; provided that the construction plans address the sequencing of the construction of the New Roads, the closure and demolition of the portion of Manor Downs, the detouring and transition of traffic onto the New Roads, including traffic controls and a traffic control plan that is satisfactory to the City Engineer's office.
4. The Planning and Zoning Commission will conditionally approve the final plat for Section 3 (the "Final Plat"), with approval being contingent upon the following to occur, which will be referred to as the "Conditions Precedent": a) the New Roads being constructed in accordance with the approved construction plans and applicable City ordinances and accepted by the City; b) the closure, abandonment, and conveyance of the ROW becoming effective as provided in the Ordinance; and c) the Assignment and the Deed being executed and recorded in the real property records. The Final Plat will not be signed or recorded in the real property records until the Conditions Precedent have occurred.
5. The Developer will design, construct, complete, and obtain City acceptance of the New Roads in accordance with the approved construction plans and applicable regulations.
6. Upon City acceptance of the New Roads and delivery of the fully executed Assignment to the City, the City shall execute and record the Deed and the Assignment in the real property records.
7. After execution and recording of the Assignment and the Deed in the real property records, the City shall sign the Final Plat and cause it to be recorded in the real property records.

The Developer shall cause the contractor that installs the New Roads to carry a commercial general liability insurance policy, written by a company reasonably acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than one million and No/100 Dollars (\$1,000,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of contractor, its officers, directors, employees, agents or contractors, relative to this construction of the New Roads and to the installation of the New Roads. A true copy of each policy or a certificate of insurance evidencing such coverage shall be delivered to the City within thirty (30) days from the Effective Date of this Agreement.

The Developer shall further, in the Developer's written agreement with the contractor, cause the contractor to indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the construction or installation of the New Roads. A copy of such executed agreement shall be delivered to the City before the Developer or contractor begins work on the construction of the New Roads.

The parties will cooperate to cause the events set forth in this letter agreement and the Ordinance to be accomplished.

Sincerely,

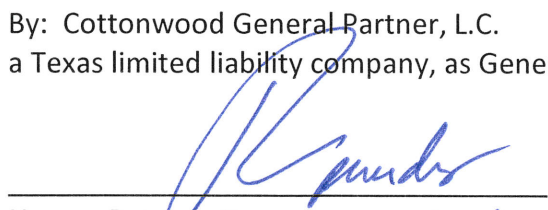


Thomas Bolt, City Manager

AGREED:

Cottonwood Holdings, Ltd.
a Texas limited partnership

By: Cottonwood General Partner, L.C.
a Texas limited liability company, as General Partner



Name: Peter A. Dwyer
Title: President

8/17/2017

LEGAL DESCRIPTION
0.197 OF AN ACRE OF LAND

0.197 of an acre of land being all situated in William Standerford Survey No. 69, Abstract No. 742, City of Manor, Travis County, Texas, being a portion of the Gregg Manor Rd. (100' R.O.W.) and the Manor Downs Rd. (R.O.W. Varies); said 0.197 of an acre being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found on the easterly right of way line of Gregg Manor Rd., being the westerly line of that certain Lot 1, Block A, St. Mary Magdalene Episcopal Church Subdivision, according to the map or plat thereof recorded in Document No. 2014080057, Plat Records of Travis County, Texas;

THENCE, southwesterly, along the common boundary line of said Lot 1 and easterly right of way line of Gregg Manor Road, and along the arc of a curve to the left having a radius of 532.96 feet, a central angle of 01°11'11", an arc length of 11.04 feet, and chord bearing: South 03°56'55" West, 11.04 feet, to a point marking the common corner of said Lot 1 and that certain 181.445 acres tract described as Tract 1 of 1, Cottonwood Holdings, Ltd., as recorded in Volume 12266, Page 1144 of the Official Public Records of Travis County, Texas, for the **POINT OF BEGINNING** of the herein described tract;

THENCE, southeasterly, continuing along the common boundary line of said 181.445 acres tract and easterly right of way line of Gregg Manor Road, and along the arc of a curve to the left having a radius of 532.96 feet, a central angle of 26°38'43", an arc length of 247.85 feet and chord bearing: South 09°42'07" East, 245.62 feet, to a point located in the northerly right of way line of Manor Downs Rd.;

THENCE, into the Manor Downs Rd. and Gregg Manor Road, the following courses:

Northwesterly, along the arc of a curve to the right having a radius of 693.00 feet, a central angle of 05°38'11", an arc length of 68.17 feet and chord bearing: North 66°01'30" West, 68.15 feet to a point;

North 63°12'24" West, a distance of 36.25 feet to a point;

Northwesterly, along the arc of a curve to the right having a radius of 15.00 feet, a central angle of 91°55'15", an arc length of 24.06 feet and chord bearing: North 17°14'47" West, 21.57 feet to a point;

Northeasterly, along the arc of a curve to the left having a radius of 515.00 feet, a central angle of 20°54'29", an arc length of 187.93 feet and chord bearing: North 18°15'36" East, 186.89 feet to a point;

North 89°55'50" East, a distance of 1.07 feet to the **POINT OF BEGINNING** and containing 0.197 of an acre (8,565 square feet) of land, more or less.

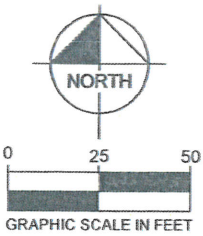
Basis of bearings is the Texas State Plane Coordinate System, Central Zone 4203, NAD 1983.



Roberto A. Araujo-Cruz 7/20/17
Roberto A. Araujo-Cruz
Registered Professional Land Surveyor No. 6653
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
roberto.araujo-cruz@kimley-horn.com



P



MANOR INDEPENDENT
SCHOOL DISTRICT
27.4043 ACRES
VOL. 12597, PG. 1548

25' PUE & BL
DOC. #201400143
O.P.R.T.C.T.

PROTESTANT EPISCOPAL
CHURCH OF DIOCESE, TX
(LOT 1, BLOCK A,
ST. MARY MAGDALENE
EPISCOPAL CHURCH
SUBDIVISION)
23.00 ACRES
DOC. # 2014080057

P.O.C.
IRF

N89°55'50"E
1.07'

P.O.B.

15' PUE
DOC. #201400143

WILLIAM STANDERFORD SURVEY
No. 69, ABSTRACT No. 742

$\Delta = 20^\circ 54' 29''$
R=515.00'
L=187.93'
CB=N18°15'36"E
C=186.89'

$\Delta = 26^\circ 38' 43''$
R=532.96'
L=247.85'
CB=S9°42'07"E
C=245.62'

PORTION OF 181.445 ACRES
(TRACT 1 OF 1)
COTTONWOOD HOLDING, LTD.
VOL. 12266, PG. 1144

GREGG MANOR RD.
(100' R.O.W.)

0.197 ACRES
8,565 SQ. FT.

$\Delta = 91^\circ 55' 15''$
R=15.00'
L=24.06'
CB=N17°14'47"W
C=21.57'

MANOR DOWNS RD.
(R.O.W. VARIES)

15' WATERLINE ESMT
VOL. 12617, PG. 1980
(TO BE VACATED)

$\Delta = 5^\circ 38' 11''$
R=693.00'
L=68.17'
CB=N66°01'30"W
C=68.15'

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
R.O.W. = RIGHT OF WAY

Roberto A. Araujo-Cruz
ROBERTO A. ARAUJO-CRUZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6653
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
roberto.araujo-cruz@kimley-horn.com



NOTES:

Basis of bearings is the Texas State Plane Coordinate System, Central Zone 4203, NAD 1983.

Kimley»Horn

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

FIRM # 10193973

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	APS	RAAC	7/18/2017	069241705	1 OF 1

P

LEGAL DESCRIPTION
0.563 OF AN ACRE OF LAND

0.563 of an acre of land being all situated in James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas, and being a portion of the Manor Downs Rd. (R.O.W. Varies); said 0.563 of an acre being more particularly described as follows:

COMMENCING at a found concrete monument marking the intersection of the northerly right of way line of U.S. Highway 290 East (R.O.W. Varies) with the westerly right of way line of Manor Downs Rd., and same being the northeasterly corner of that certain 0.583 acre tract conveyed to K-N Corporation as recorded in Document No. 2001211467 of the Official Public Records of Travis County, Texas;

THENCE, North 39°38'34" West, leaving the U.S. Highway 290 East and along the common boundary line of said 0.583 acres tract and westerly right of way line of Manor Downs Road, a distance of 241.68 feet, to a point marking the common corner of that certain 3.566 acre tract conveyed to Cottonwood Holding, LTD, as recorded in Document No. 2015140596, Official Public Records of Travis County, Texas, and that certain 0.736 acre tract conveyed to Doan Xuan, ET AL, as recorded in Document No. 2016079366, Official Public Records of Travis County, Texas, for the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 38°21'13" West, continuing common boundary line of said 3.566 acres tract and the westerly right of way line of Manor Downs Road, a distance of 384.50 feet, to a point;

THENCE, leaving the westerly right of way line of Manor Downs Road and into the Manor Downs Road, the following courses:

South 63°12'24" East, a distance of 7.67 feet to a point;
Easterly, along the arc of a curve to the left having a radius of 757.00 feet, a central angle of 11°20'27", an arc length of 149.84 feet and chord bearing: South 68°52'38" East, 149.59 feet to a point located in the easterly right of way line of Manor Downs Road, and same being the westerly line of that certain 3.056 acre tract conveyed to Cottonwood Holdings, Ltd., as recorded in Volume 12266, Page 1144, Official Public Records of Travis County, Texas;

THENCE, South 38°21'13" East, along the common boundary line of said 3.056 acres tract and the easterly right of way line of Manor Downs Road, a distance of 245.39 feet to a point;

THENCE, South 49°16'18" West, leaving the easterly right of way line of Manor Downs Road and crossing the Manor Downs Road, a distance of 79.27 feet to the **POINT OF BEGINNING** and containing 0.563 of an acre (24,518 square feet) of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, Central Zone 4203, NAD 1983.

P

Roberto A. Araujo-Cruz 7/20/17
Roberto A. Araujo-Cruz
Registered Professional Land Surveyor No. 6653
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
roberto.araujo-cruz@kimley-horn.com



P

MANOR DOWN RD.
(VARIABLE R.O.W.)

S63°12'24"E
7.67'

$\Delta=11^{\circ}20'27''$
R=757.00'
L=149.84'
CB=S68°52'38"E
C=149.59'

REMAINDER OF 181.445 ACRES
(TRACT 1 OF 1)
COTTONWOOD HOLDINGS LTD.
VOL.12266, PG.1144

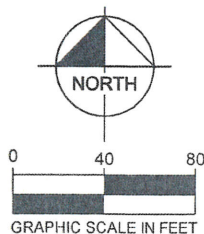
JAMES MANOR
SURVEY No. 40,
ABSTRACT No. 546

0.563 ACRES
24,518 SQ. FT.

3.566 ACRES
COTTONWOOD HOLDING, LTD
Doc. No. 2015140596

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING



GRAPHIC SCALE IN FEET

P.O.B.

15' WATERLINE ESMT
VOL.12617, PG. 1980
(TO BE VACATED)

3.056 ACRES
COTTONWOOD
HOLDING, LTD.
VOL. 12266, PG. 1144

S49°16'18"W
79.27'

MANOR DOWNS RD.
(R.O.W. VARIES)

0.736 ACRES
DOAN XUAN, ET AL
DOC.#2016079366

0.583 ACRES
K-N CORPORATION
(BETH ANDREA
SAWYER & THOM
MARK)
DOC.#2001211467

P.O.C.
CONCRETE
MONUMENT

U.S. 290 EAST
(R.O.W. VARIES)

NOTES:

Basis of bearings is the Texas State Plane Coordinate
System, Central Zone 4203, NAD 1983.



Roberto A. Araujo-Cruz
ROBERTO A. ARAUJO-CRUZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6653
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
roberto.araujo-cruz@kimley-horn.com

7/20/17

Kimley»Horn

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

FIRM # 10193973

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	APS	RAAC	7/18/2017	069241706	1 OF 1



AGENDA ITEM NO. ⁵_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 8, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Final Plat for Shadowglen Section 9, fifty-five (55) single family lots on 13 acres more or less, located near Shadowglen Blvd. and Shadowglen Trace. Owner: SG Land Holdings.
Applicant: AECOM

BACKGROUND/SUMMARY:

This item has been approved by our engineers.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Plat

Engineer Comments

Approval Letters

STAFF RECOMMENDATION:

It is City staff's recommendation to approve a Final Plat for Shadowglen Section 9.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

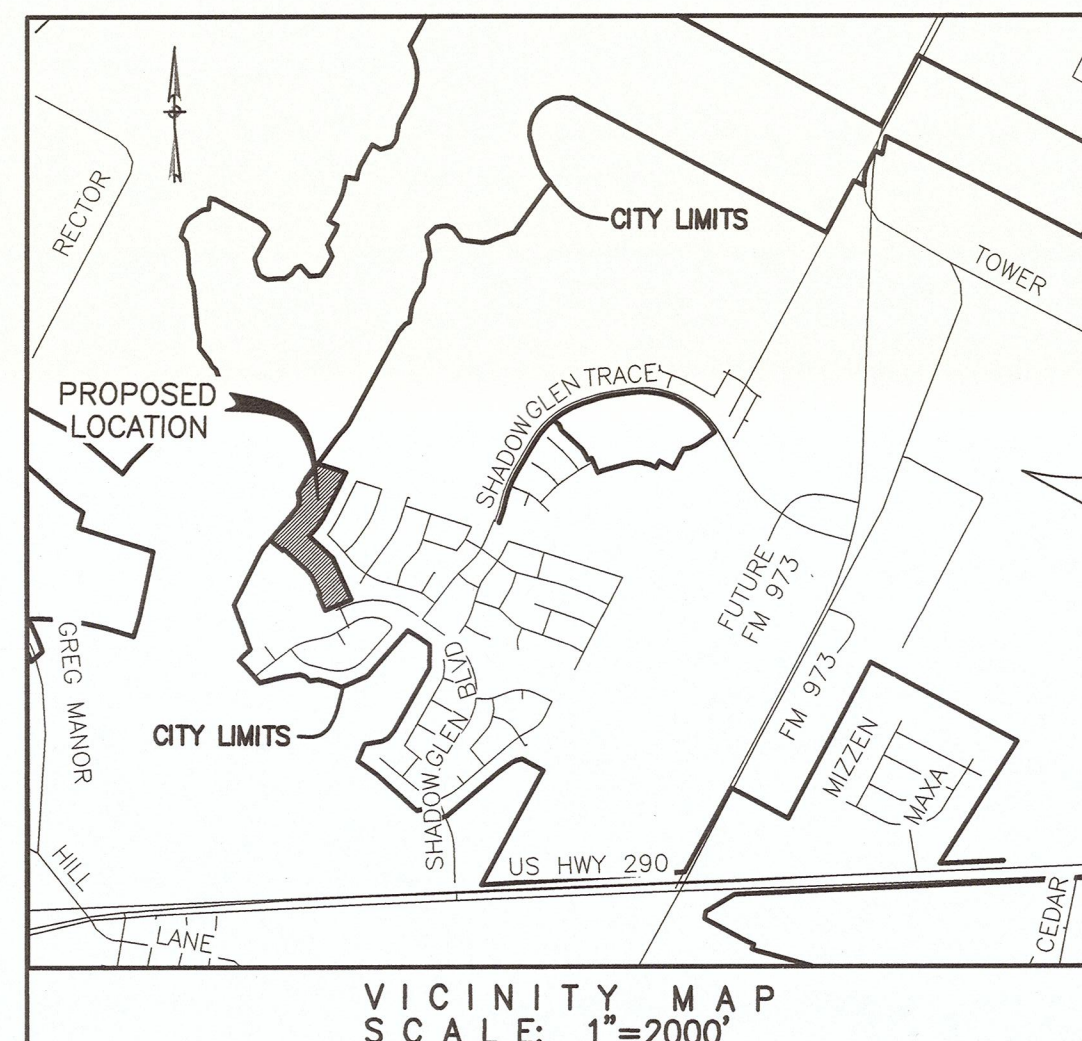
TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS
INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS
MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE
DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE
NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT
NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL
NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.
TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS.
IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF
THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.



SHADOWGLEN PHASE 1
SECTION 9
FINAL PLAT

13.302 TOTAL ACRES OUT OF 35.60 ACRES (TRACT 5)
OF THE SG LAND HOLDINGS, LLC. (2012217281).

55 LOTS 3 BLOCKS

OWNER:
SG LAND HOLDINGS, LLC
9900 HIGHWAY 290 EAST
MANOR, TEXAS 78653
PHONE (512) 327-7415
FAX (512) 327-5819

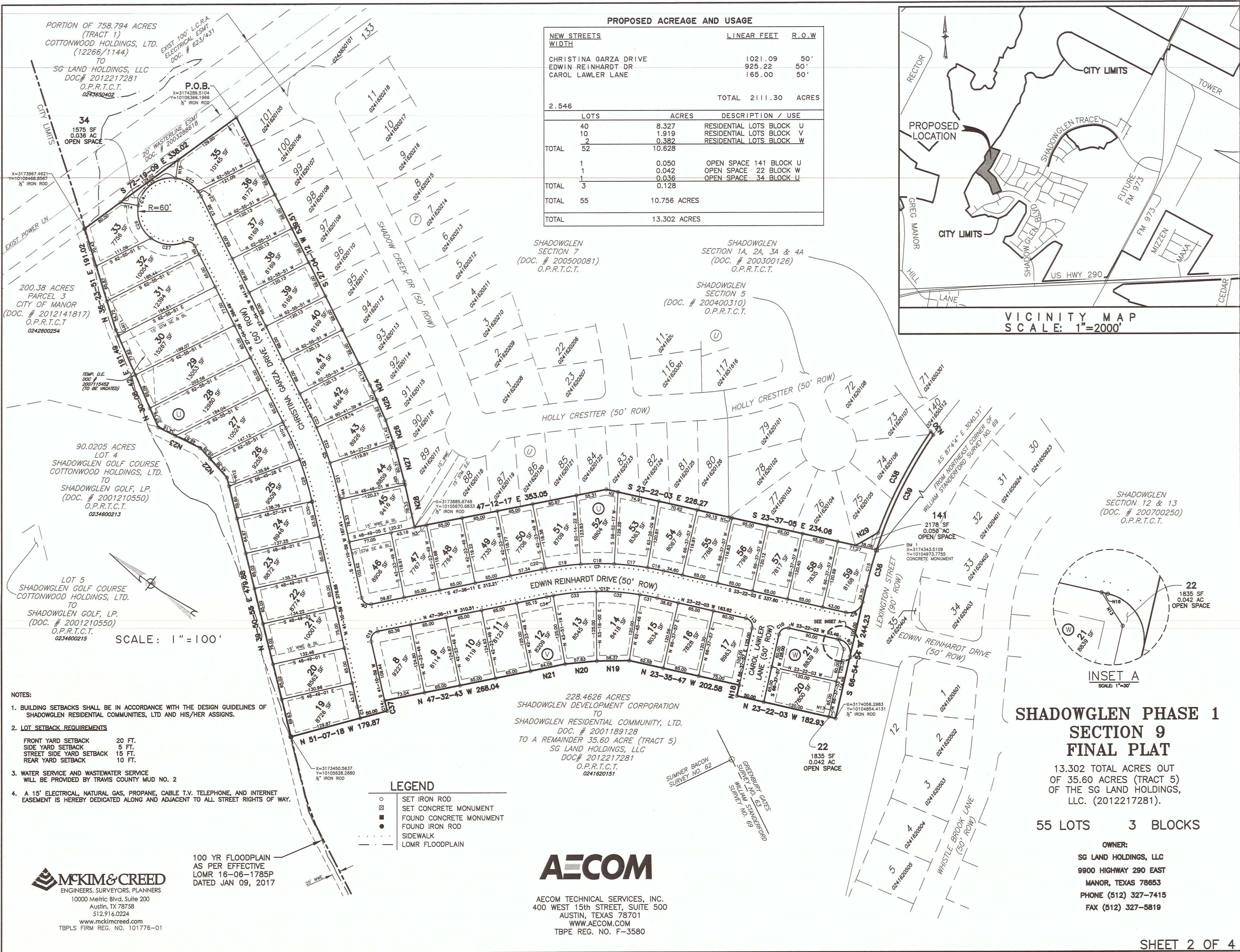
AECOM

AECOM TECHNICAL SERVICES, INC.
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBPE REG. NO. F-3580

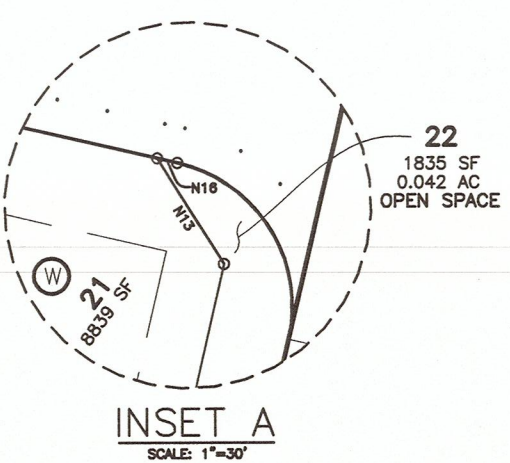
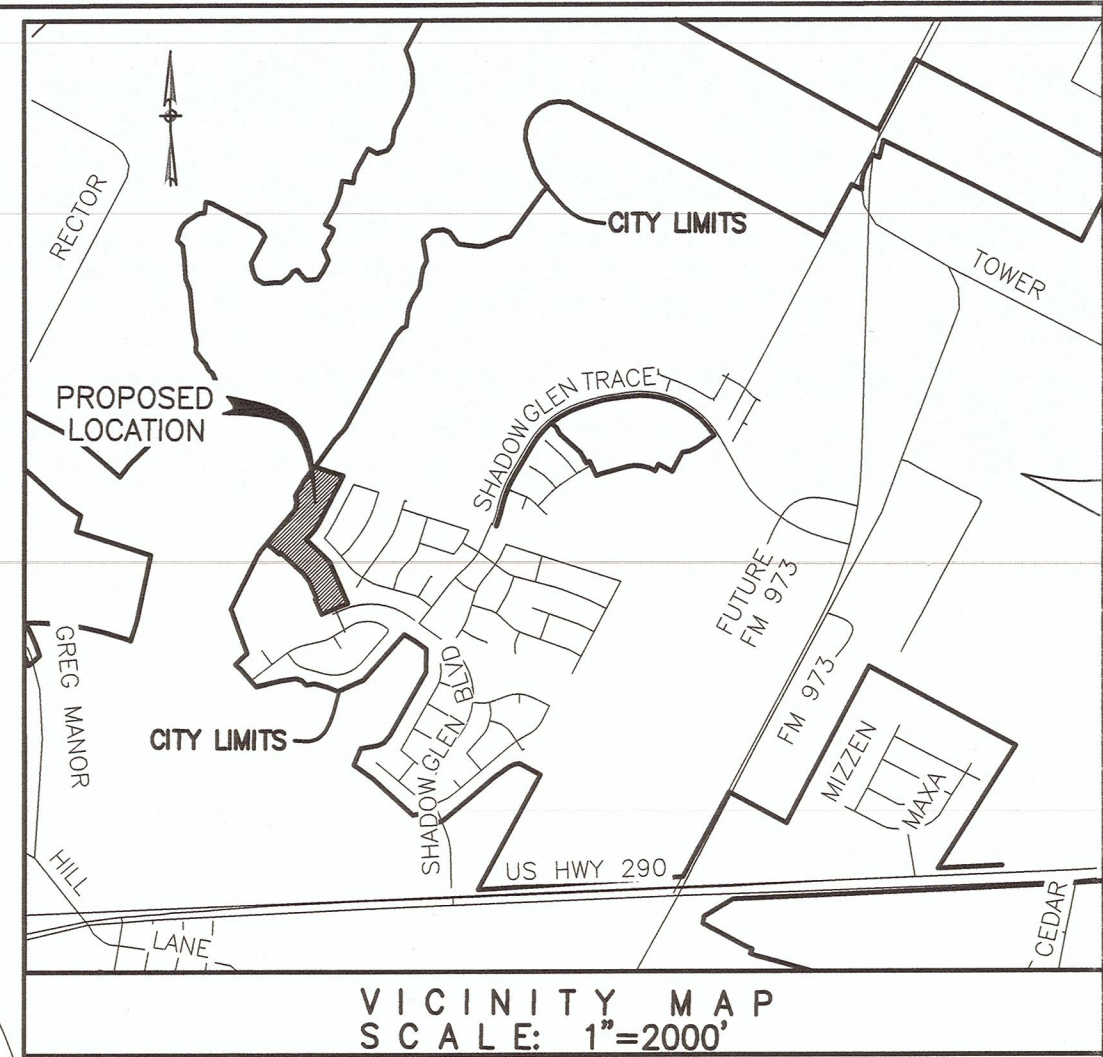
JOB NO. 60302044 JULY 2017

SHEET 1 OF 4

DRAWING: L:\SH-GLEN\PH1\60020551\CADD\PLAT\RESUBMITTAL\2013.dwg PLOTTED: Sep 12, 2017 - 3:41pm



PROPOSED ACREAGE AND USAGE			
NEW STREETS	LINEAR FEET	R.O.W	
CHRISTINA GARZA DRIVE	1021.09	50'	
EDWIN REINHARDT DR	925.22	50'	
CAROL LAWLER LANE	165.00	50'	
TOTAL		2111.30	ACRES
LOTS	ACRES	DESCRIPTION / USE	
40	8.327	RESIDENTIAL LOTS BLOCK U	
10	1.919	RESIDENTIAL LOTS BLOCK V	
2	0.382	RESIDENTIAL LOTS BLOCK W	
TOTAL	10.628		
1	0.050	OPEN SPACE 141 BLOCK U	
1	0.042	OPEN SPACE 22 BLOCK W	
1	0.036	OPEN SPACE 34 BLOCK U	
TOTAL	0.128		
TOTAL	10.756 ACRES		
TOTAL	13.302 ACRES		



SHADOWGLEN PHASE 1
SECTION 9
FINAL PLAT

13.302 TOTAL ACRES OUT
OF 35.60 ACRES (TRACT 5)
OF THE SG LAND HOLDINGS,
LLC. (2012217281).

55 LOTS 3 BLOCKS

OWNER:
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9900 HIGHWAY 290 EAST
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PHONE (512) 327-7415
FAX (512) 327-5819



AECOM TECHNICAL SERVICES, INC.
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBPE REG. NO. F-3580

MCKIM & CREED
ENGINEERS, SURVEYORS, PLANNERS
10000 Metric Blvd, Suite 200
Austin, TX 78758
512.916.0224
www.mckimcreed.com
TBPLS FIRM REG. NO. 101776-01

- NOTES:
- BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE DESIGN GUIDELINES OF SHADOWGLEN RESIDENTIAL COMMUNITIES, LTD AND HIS/HER ASSIGNS.
 - LOT SETBACK REQUIREMENTS
FRONT YARD SETBACK 20 FT.
SIDE YARD SETBACK 5 FT.
STREET SIDE YARD SETBACK 15 FT.
REAR YARD SETBACK 10 FT.
 - WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY TRAVIS COUNTY MUD NO. 2
 - A 15' ELECTRICAL, NATURAL GAS, PROPANE, CABLE T.V. TELEPHONE, AND INTERNET EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.

- LEGEND
- SET IRON ROD
 - SET CONCRETE MONUMENT
 - FOUND CONCRETE MONUMENT
 - FOUND IRON ROD
 - SIDEWALK
 - LOMR FLOODPLAIN

100 YR FLOODPLAIN
AS PER EFFECTIVE
LOMR 16-06-1785P
DATED JAN 09, 2017

DRAWING: L:\SH--GLEN\PH\60020551\CAUD\Plots\Final\PLAT RESUBMITTAL_2013\PLAT--S09_RESUBMITTAL_2013.dwg PLOTTED: Sep 12, 2017 - 3:42pm

ENGINEER'S CERTIFICATION

I JAIME BURKE , AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE LETTER OF MAP REVISION FOR SHADOWGLEN SUBDIVISION SECTION ONE, CN#16--06-1785P

JAIME BURKE DATE
REGISTERED PROFESSIONAL ENGINEER NO. 92863

SURVEYOR'S CERTIFICATION

I, DARRELL D. WHITE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

DARRELL D. WHITE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4816

STATE OF TEXAS
COUNTY OF TRAVIS

WHEREAS, SG LAND HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE OWNER OF 13.302 ACRES OF LAND OUT OF THE WILLIAM STANDERFORD SURVEY NO. 69 OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A 35.60 ACRE TRACT OF LAND, AS CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO 2012217281 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION & HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "SHADOWGLEN PHASE 1 SECTION 9" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 13.302 ACRES OF SAID LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "SHADOWGLEN PHASE 1 SECTION 9" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED; SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY OF _____, 20____ A.D.

SG LAND HOLDINGS
A DELAWARE LIMITED LIABILITY COMPANY

BY _____

TITLE _____

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR
TRAVIS COUNTY, TEXAS
MY COMMISSION EXPIRES:

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF MANOR ON THIS THE _____ DAY OF _____, 20____.

ACCEPTED AND APPROVED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF MANOR, ON THIS THE _____ OF _____, 20____ A.D.

APPROVED: ATTEST:

CHAIRMAN CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, ON THIS THE _____ OF _____, 20____ A.D.

APPROVED: ATTEST:

MAYOR CITY SECRETARY

STATE OF TEXAS
COUNTY OF TRAVIS

COMMISSIONERS COURT RESOLUTION

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

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

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

STATE OF TEXAS
COUNTY OF TRAVIS

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

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE _____ DAY OF _____, 20____ A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____ 'M., DULY RECORDED ON THE _____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____ M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 20____ A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

WATER AND WASTEWATER:

THE TRACT OF LAND SHOWN HEREON IS WITHIN THE BOUNDARIES OF TRAVIS COUNTY M.U.D. NO 2 AND SAID M.U.D. HAS WATER AND WASTEWATER SERVICE AVAILABLE UPON COMPLETION OF FACILITIES BY THE DEVELOPER

DATE M.U.D. ENGINEER

GENERAL NOTES:

- PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF MANOR, TRAVIS COUNTY MUD NO. 2, AND TRAVIS COUNTY, FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
- A 15' ELECTRICAL, NATURAL GAS, PROPANE, CABLE T.V. TELEPHONE, AND INTERNET EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
- PUBLIC SIDEWALKS, BUILT TO THE CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
- DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TRAVIS COUNTY STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVED BY TRAVIS COUNTY.
- PRIOR TO BEGINNING ANY CONSTRUCTION, A TRAVIS COUNTY BASIC DEVELOPMENT PERMIT SHALL BE OBTAINED AND POSTED ON THE JOB SITE. DEVELOPMENT OUTSIDE OF APPROVED CONSTRUCTION BOUNDARIES IS PROHIBITED WITHOUT A REVISED PERMIT.
- THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF MANOR AND TRAVIS COUNTY. ALL LOTS IN THIS SUBDIVISION NOT DESIGNATED AS SINGLE FAMILY WILL BE MAINTAINED BY SHADOWGLEN RESIDENTIAL COMMUNITY AND ITS SUCCESSORS AND ASSIGNS.
- WATER AND WASTEWATER WILL BE PROVIDED BY TRAVIS COUNTY MUD NO. 2.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE TRAVIS COUNTY MUD NO. 2 WATER AND WASTEWATER SYSTEM.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT OF ANY LOTS IN THIS SUBDIVISION.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT SHOWN HEREON EXCEPT AS SPECIFICALLY APPROVED BY THE CITY OF MANOR AND TRAVIS COUNTY.
- ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE MANOR ENVIRONMENTAL CRITERIA MANUAL.
- ALL STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR AND/OR TRAVIS COUNTY.
- THE COVENANTS, CONDITIONS AND RESTRICTIONS ASSOCIATED WITH THIS SUBDIVISION ARE RECORDED UNDER DOCUMENT NUMBER 2003066593 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- WITHIN A SIGHT DISTANCE EASEMENT ANY OBSTRUCTION OF SIGHT DISTANCE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MY BE REMOVED BY ORDER OF COMMISSIONERS' COURT AT OWNERS EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
- A TRAFFIC STUDY, PERFORMED BY ALLIANCE TEXAS ENGINEERING, WAS SUBMITTED TO TRAVIS COUNTY ON APRIL 14, 2004 AND SUBSEQUENTLY APPROVED BY RAYMOND REED, P.E.
- LOTS 34 AND 141 OF BLOCK U, AND LOT 22 OF BLOCK W ARE RESTRICTED TO NON-RESIDENTIAL USES AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

APPLICABLE P.U.D. VARIANCES FROM CITY OF MANOR DEVELOPMENT STANDARDS

- SINGLE-FAMILY RESIDENTIAL LOTS IN THE PROPERTY SHALL HAVE A MINIMUM OF 6,000 SQ. FT., AND TEN PERCENT (10%) OF THE LOTS IN THE PROPERTY TO HAVE A MINIMUM OF 5,000 SQ. FT.
- SINGLE-FAMILY RESIDENTIAL LOTS IN THE PROPERTY SHALL HAVE A MINIMUM OF 50 FEET OF WIDTH ALONG THE FRONT PROPERTY LINE, EXCEPT AS OTHERWISE APPROVED BY THE CITY OF MANOR.
- SINGLE-FAMILY RESIDENTIAL LOTS IN THE PROPERTY SHALL HAVE A MINIMUM SETBACK FROM THE FRONT OF EACH LOT OF TWENTY (20) FEET.
- SINGLE-FAMILY RESIDENTIAL LOTS IN THE PROPERTY SHALL HAVE A MINIMUM SETBACK FROM THE SIDES OF EACH LOT OF FIVE (5) FEET.
- SINGLE-FAMILY RESIDENTIAL LOTS IN THE PROPERTY SHALL HAVE A MINIMUM SETBACK FROM THE REAR OF EACH LOT OF TEN (10) FEET.
- THE CLUBHOUSE AND RELATED PERMITTED STRUCTURES IN THE SPACE SHALL HAVE A MAXIMUM HEIGHT OF THREE (3) STORIES OR FIFTY (50) FEET.
- A DEVELOPEMENT PLAN AND REPORT SHALL BE SUBMITTED WITH THE FILING OF EACH FINAL PLAT.
- REVOKED BY COTTONWOOD HOLDING.
- A WALKWAY/BICYCLE PATH SYSTEM SHALL BE SUBMITTED WITH THE FILING OF FINAL PLAT.
- A L.O.M.R. SHALL BE SUBMITTED PRIOR TO FINAL PLATTING OF ANY LOT LOCATED WITHIN THE PRESENT 100-YEAR FLOODPLAIN.
- SINGLE-FAMILY HAVE GRANTED A VARIANCE FROM THE MINIMUM LOT WIDTHS AS SHOWN ON THE PRELIMINARY PLAN.

SUBDIVISION VARIANCES FROM CITY OF MANOR DEVELOPMENT STANDARDS

- AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAT STAGE RATHER THAN A TREE SURVEY.
- AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF SIGNIFICANT TREES BY CATEGORY (TREES 18 INCHES IN CALIPER AND LARGER AND TREES BETWEEN 8 AND 18 INCHES IN CALIPER) TO REMAIN DURING CONSTRUCTION AND THE NUMBER OF SIGNIFICANT TREES IN EACH CATEGORY DESIGNATED TO BE REMOVED DURING CONSTRUCTION SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
- THE NUMBER OF REPLACEMENT TREES THAT WILL BE INSTALLED, WITHOUT THE IDENTIFICATION OF THE PARTICULAR LOCATION AT WHICH THE REPLACEMENT TREES SHALL BE INSTALLED, SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
- SIGNIFICANT COTTONWOOD, HACKBERRY OR MESQUITE TREES REMOVED SHALL BE REPLACED AT A RATE OF 50% PER CALIPER INCH WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES MUST BE REPLACED AT THE RATIOS DEFINED IN THE CITY'S SUBDIVISION ORDINANCE.
- ALL DRAINAGE IMPROVEMENTS SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF AUSTIN'S DRAINAGE CRITERIA MANUAL ("DCM"), AS CURRENTLY AMENDED, SAVE AND EXCEPT: (i) THOSE PROVISIONS OF THE DCM SET OUT IN SECTION 41(b)(i) OF THE CITY OF MANOR ORDINANCE NO. 159; (ii) PARAGRAPH 1.2.6 OF THE DCM; (iii) PARAGRAPH 2.2.1.A AND 2.2.1.E OF THE DCM; AND (iv) ANY OTHER PROVISIONS OF THE DCM THAT WOULD CAUSE THE FLOOD PLAIN DELINEATION TO BE DIFFERENT FROM THE 100-YEAR FLOODPLAIN ESTABLISHED BY FEMA. THE LOCATION OF THE 100-YEAR FLOODPLAIN SHALL BE THE LOCATION ESTABLISHED BY FEMA.
- LEXINGTON STREET MAY CROSS WILBARGER CREEK VIA A LOW WATER CROSSING EQUIPPED WITH A SYSTEM IN WHICH GAGES WILL BE INSTALLED UPSTREAM ON WILBARGER CREEK THAT WILL PROVIDE AUDIBLE AND VISUAL TO DRIVERS ON LEXINGTON IF STREAM FLOWS INDICATE THAT WATER WILL TOP THE BRIDGE BEFORE GATES LOCATED ON EITHER SIDE OF THE LOW WATER CROSSING CLOSE, PREVENTING DRIVERS FROM DRIVING ON THE LOW WATER CROSSING. THE LOW WATER CROSSING EQUIPMENT MUST COMPLY WITH CITY OF AUSTIN SPECIAL SPECIFICATION 16700, AS MODIFIED FOR DATA FLOW SYSTEM SCADA EQUIPEMENT.
- THE LOT SIZE, HEIGHT AND PLACEMENT, LOT COVERAGES, PARKING, AND LANDSCAPING FOR EACH LOT SHALL BE AS SET FORTH IN THE MINIMUM DEVELOPMENT STANDARDS FOR LOTS WITHIN THE MASTER LAND PLAN AND OUTSIDE THE CORPORATE BOUNDARIES OF THE CITY OF AS SET FORTH IN THE PUD VARIANCES FOR LOTS WITHIN THE PUD AND THE CORPORATE BOUNDARIES OF THE CITY.
- LOTS SHALL NOT BE REQUIRED TO FACE A SIMILAR LOT ACROSS THE STREET.
- SIDE LOT LINES SHALL NOT BE REQUIRED TO PROJECT AWAY FROM THE FRONT LOT LINE AT APPROXIMATELY RIGHT ANGLES TO STREET LINES AND RADIAL TO CURVED STREET LINES.
- THE AREA WITHIN THE CITY'S TERRITORIAL JURISDICTION ZONED DISTRICT "O-S" SHALL SATISFY THE CITY'S PARKLAND DEDICATION REQUIREMENTS FOR ALL LAND SHOWN WITHIN THE P.U.D. OR THE MASTER LAND PLAN. ALL PROPERTY IDENTIFIED AS OPEN SPACE ON THE P.U.D. PLAN OR THE MASTER LAND PLAN SHALL BE DEDICATED TO THE CITY OR TO A MUNICIPAL UTILITY DISTRICT.
- THE AREA OF NON-RECTANGULAR LOTS SHALL BE PROVIDED WITH THE FILING OF A FINAL PLAT.

ENVIRONMENTAL NOTES:

- NO CUT OR FILL ON ANY LOT MAY EXCEED EIGHT FEET, EXCLUDING DRIVEWAYS, A BUILDING STRUCTURE'S FOOTPRINT, OR A PARKING AREA FOOTPRINT, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
- AS DEPICTED ON THE PLAT, EACH PROTECTIVE EASEMENT FROM A CRITICAL ENVIRONMENTAL FEATURE, INCLUDING A CAVE, SINKHOLE, POINT RECHARGE FEATURE, BLUFF, CANYON RIMROCK FEATURE, WETLAND, AND SPRING MUST REMAIN IN ITS EXISTING, UNDEVELOPED, NATURAL STATE. NATURAL VEGETATIVE COVER MUST BE RETAINED. CONSTRUCTION ACTIVITIES, WASTEWATER DISPOSAL, AND WASTEWATER IRRIGATION ARE PROHIBITED WITHIN A PROTECTIVE EASEMENT. A RESIDENTIAL 180 LAWN OR HIKING TRAIL IS ALLOWED IF IT IS LOCATED AT LEAST 50 FEET FROM THE EDGE OF A CRITICAL ENVIRONMENTAL FEATURE IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
- AS DEPICTED ON THE PLAT, THE SETBACK AREA IDENTIFIED FOR EACH WATERWAY IS A PROTECTIVE EASEMENT THAT MUST REMAIN UNDEVELOPED AND ACTIVITIES MUST BE LIMITED WITHIN THE EASEMENT. THE PROTECTIVE EASEMENT MUST REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, AND OTHER ALTERATIONS EXCEPT WHEN SPECIFICALLY APPROVED IN A TRAVIS COUNTY DEVELOPMENT PERMIT.
- BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPP). THE SWPP REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
- THE OWNER IS RESPONSIBLE FOR MAINTAINING AND OPERATING ALL PERMANENT WATER QUALITY CONTROLS IN COMPLIANCE WITH ALL APPLICABLE STANDARDS AND REQUIREMENTS OF THE TRAVIS COUNTY CODE.
- AN ACTIVITY THAT MAY ADVERSELY AFFECT A TREE OF EIGHT INCHES OR MORE IN TRUNK DIAMETER (MEASURED AT FOUR FEET HEIGHT ABOVE THE GROUND) IN A RIGHT-OF-WAY ACCEPTED FOR MAINTENANCE BY TRAVIS COUNTY MUST COMPLY WITH ALL STANDARDS AND REQUIREMENTS IN THE TRAVIS COUNTY CODE.

SHADOWGLEN PHASE 1
SECTION 9
FINAL PLAT
SHEET 3 OF 4

DRAWING: L:\SH--GLEN\PH1\60020551\CADD\Plots\Final\PLAT RESUBMITTAL_2013\PLAT-S69_RESUBMITTAL2013.dwg PLOTTED: Sep 12, 2017 - 3:42pm

METES AND BOUNDS DESCRIPTION
13.302 ACRES OUT OF THE
WILLIAM STANDERFORD SURVEY, NO. 63
ABSTRACT NO. 742
TRAVIS COUNTY, TEXAS

DESCRIPTION OF 13.302 ACRES (579,412 SQUARE FEET) OF LAND OUT OF THE WILLIAM STANDERFORD SURVEY NO. 69, ABSTRACT NO. 742, LOCATED IN TRAVIS COUNTY, TEXAS AND BEING OUT OF A CALLED 35.60 ACRE TRACT CONVEYED TO SG LAND HOLDINGS, LLC. AS RECORDED IN DOC# 2012217281 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 13.302 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING REFERENCED TO TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

BEGINNING AT A 1/2-INCH IRON ROD FOUND (X= 3,174,289.51; Y= 10,106,366.20) MARKING THE MOST NORTHWESTERLY CORNER OF LOT 101, BLOCK "U", SHADOWGLEN SECTION SEVEN AS RECORDED UNDER DOCUMENT NO. 200500081 OF THE TRAVIS COUNTY PLAT RECORDS, SAID POINT ALSO BEING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A 100' WIDE LCRA EASEMENT AS RECORDED IN VOLUME 643, PAGE 431 OF THE O.P.R.T.C.T. AND IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A 20' WIDE WATER LINE EASEMENT RECORDED UNDER DOCUMENT NO. 2003288618 OF THE O.P.R.T.C.T.;

THENCE, ALONG THE COMMON BOUNDARY OF SAID SHADOWGLEN SECTION SEVEN THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

1. S 27°04'12" W, A DISTANCE OF 539.51 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

2. S 27°35'21" W, A DISTANCE OF 13.52 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

3. S 30°13'05" W, A DISTANCE OF 54.84 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

4. S 34°26'07" W, A DISTANCE OF 54.81 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

5. S 38°51'47" W, A DISTANCE OF 60.31 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

6. S 41°10'59" W, A DISTANCE OF 84.47 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

7. S 47°12'17" E, A DISTANCE OF 353.05 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

8. S 23°22'03" E, A DISTANCE OF 226.27 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

9. THENCE, S 23°37'05" E, A DISTANCE OF 234.06 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

10. THENCE, S 65°07'07" E, A DISTANCE OF 46.49 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER AND BEING LOCATED IN THE ARC OF A NON-TANGENT CURVE TO THE RIGHT;

11. THENCE, 204.92 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 802.21 FEET, A CENTRAL ANGLE OF 14°38'08". A CHORD BEARING N 81°15'15" E, A DISTANCE OF 204.36 FEET TO A TO A 1/2-INCH IRON ROD WITH CAP STAMPED "SURVCON INC." SET FOR CORNER;

THENCE, S 15°54'21" W, A DISTANCE OF 7.56 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER AND BEING LOCATED IN THE ARC OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, 298.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 21°29'41". A CHORD BEARING S 77°39'45" W, A DISTANCE OF 296.50 FEET TO A TO A 1/2-INCH IRON ROD WITH CAP STAMPED "SURVCON INC." SET FOR A POINT OF TANGENCY;

THENCE, S 66°54'54" W, A DISTANCE OF 244.23 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

THENCE, WESTERLY AND ACROSS THE AFOREMENTIONED 228.4626 ACRE TRACT THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. N 23°22'03" W, A DISTANCE OF 182.93 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

2. N 66°37'57" E, A DISTANCE OF 20.00 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

3. N 23°35'47" W, A DISTANCE OF 202.58 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

4. N 36°51'58" W, A DISTANCE OF 58.37 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

5. N 41°25'20" W, A DISTANCE OF 57.63 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

6. N 47°30'06" W, A DISTANCE OF 64.06 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

7. N 47°32'43" W, A DISTANCE OF 268.04 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER AND BEING IN THE ARC OF A NON-TANGENT CURVE TO THE LEFT;

8. 19.11 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 2°18'18". A CHORD BEARING S 40°01'51" W, A DISTANCE OF 19.11 FEET TO A TO A 1/2-INCH IRON ROD WITH CAP STAMPED "SURVCON INC." SET FOR A POINT OF TANGENCY;

10. N 51°07'18" W, A DISTANCE OF 179.87 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER AND BEING IN THE EAST LINE OF A CALLED 90.0205 ACRE TRACT CONVEYED TO SHADOWGLEN GOLF, L.P. RECORDED UNDER DOCUMENT NO. 2001210550 IN THE O.P.R.T.C.T.;

THENCE, ALONG THE EAST LINE OF SAID WESTERLY 90.0205 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. N 39°50'55" E, A DISTANCE OF 479.88 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

2. N 11°32'03" E, A DISTANCE OF 71.67 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

3. N 09°54'42" W, A DISTANCE OF 83.83 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

4. N 30°08'42" E, A DISTANCE OF 191.49 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

5. N 36°23'51" E, A DISTANCE OF 191.02 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER AND BEING LOCATED IN THE AFOREMENTIONED SOUTHEASTERLY LINE OF A 100' WIDE LCRA EASEMENT, SAME BEING THE SOUTH LINE OF THE AFOREMENTIONED 20' WIDE WATER LINE EASEMENT;

THENCE, S 72°19'09" E, A DISTANCE OF 338.02 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 100' WIDE LCRA EASEMENT AND 20' WIDE WATER LINE EASEMENT TO THE POINT OF BEGINNING CONTAINING A COMPUTED AREA OF 13.302 ACRES (579,412 SQUARE FEET) OF LAND.

NOTE TABLE

NOTE	DISTANCE OR ARC LENGTH	BEARING OR DELTA
1	5.85	N23-37-05W
2	21.59	N23-22-03W
3	21.85	N47-12-17W
4	6.46	N41-10-59E
5	6.14	N41-10-59E
6	13.39	N34-26-07E
7	15.21	N30-13-05E
8	13.52	N27-35-21E
9	16.97	S27-04-09W
10	12.02	S27-04-09W
11	11.02	S30-08-42W
12	15.90	S39-50-55W
13	21.21	N21-37-57E
14	32.98	N26-05-51W
15	33.23	S61-36-50W
16	3.49	S23-22-03E
17	12.93	N23-22-03W
18	20.00	N66-37-57E
19	58.37	N36-51-58W
20	57.63	N41-25-20W
21	64.06	N47-30-06W
22	71.67	N11-32-03E
23	83.83	N 9-54-42W
24	13.52	S27-35-21W
25	54.84	S30-13-05W
26	54.81	S34-26-07W
27	60.31	S38-51-47W
28	84.47	S41-10-59W
29	46.49	S65-57-07E
30	7.56	S15-54-21W

CURVE TABLE

NOTE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
1	21.12	2-18-18	525.00	N40-01-51E	21.12
2	141.64	14-06-50	575.00	N34-07-34E	141.28
3	22.56	86-10-39	15.00	N16-01-10W	20.49
4	278.74	266-10-39	60.00	N73-58-50E	87.64
5	153.96	14-06-50	625.00	S34-07-34W	153.57
6	23.24	88-47-10	15.00	S03-12-36E	20.99
7	222.07	24-14-08	525.00	S35-29-07E	220.42
8	39.15	89-43-03	25.00	S68-13-34E	35.27
9	39.39	90-16-57	25.00	N21-46-26E	35.44
10	23.56	90-00-00	15.00	N68-22-03W	21.21
11	23.56	90-00-00	15.00	N21-37-57E	21.21
12	200.92	24-14-08	475.00	N35-29-07W	199.43
13	23.88	91-12-50	15.00	S86-47-24W	21.44
14	19.11	2-18-18	475.00	S40-01-51W	19.11
15	66.87	4-49-09	795.00	S69-19-29W	66.85
16	29.29	3-11-48	525.00	N24-57-57W	29.29
17	60.15	6-33-52	525.00	N29-50-47W	60.12
18	60.77	6-37-56	525.00	N36-26-41W	60.74
19	64.20	7-00-23	525.00	N43-15-50W	64.16
20	7.66	0-50-10	525.00	N47-11-06W	7.66
21	61.56	5-38-36	625.00	N38-21-41E	61.54
22	68.00	6-14-02	625.00	N32-25-22E	67.97
23	24.40	2-14-12	625.00	N28-11-15E	24.40
24	10.47	10-00-02	60.00	N22-04-08E	10.46
25	47.60	45-27-17	60.00	N05-39-31W	46.36
26	66.36	63-22-00	60.00	S32-13-09W	63.03
27	62.46	59-38-39	60.00	S29-17-10E	59.68
28	61.95	6-10-23	575.00	S30-09-21W	61.92
29	78.29	7-48-04	575.00	S37-08-34W	78.23
30	1.40	0-08-23	575.00	S41-06-47W	1.40
31	32.08	3-52-10	475.00	N25-18-08W	32.07
32	78.45	9-27-46	475.00	N31-58-07W	78.36
33	78.30	9-26-41	475.00	N41-25-20W	78.21
34	12.09	1-27-30	475.00	N46-52-26W	12.09
35	91.85	87-42-40	60.00	N72-14-30W	83.14
36	66.87	4-49-09	795.00	S69-19-29W	66.85
37	19.11	2-18-18	475.00	S40-01-51W	19.11
38	204.92	14-38-08	802.21	N81-15-15E	204.36
39	231.38	16-40-32	795.00	S80-04-19W	230.56

PROPERTY ID	GEO NUMBER	PROPERTY ADDRESS	CITY/STATE/ZIP	LEGAL DESCRIPTION	OWNER NAME	COMPANY ADDRESS	CITY/STATE/ZIP
710042	0243620101	11620 SHADOW CREEK DR	MANOR, TX 78653	LOT 101 BLK U SHADOWGLEN PHS 1 SEC 7	KELLER NEIL		
710043	0243620102	11616 SHADOW CREEK DR	MANOR, TX 78653	LOT 100 BLK U SHADOWGLEN PHS 1 SEC 7	MCJIFF WANDA F		
710047	0241620107	11612 SHADOW CREEK DR	MANOR, TX 78653	LOT 99 BLK U SHADOWGLEN PHS 1 SEC 7	HUBER BLAKE & ALICIA		
710048	0241620108	11608 SHADOW CREEK DR	MANOR, TX 78653	LOT 98 BLK U SHADOWGLEN PHS 1 SEC 7	BISHOP MAXIE JR		
710049	0241620109	11604 SHADOW CREEK DR	MANOR, TX 78653	LOT 97 BLK U SHADOWGLEN PHS 1 SEC 7	HANSEN JASON LEE		
710050	0241620110	11600 SHADOW CREEK DR	MANOR, TX 78653	LOT 96 BLK U SHADOWGLEN PHS 1 SEC 7	SOJOMHARDIO SOEBANTO & FRANSISKA CITRA		
710051	0241620111	11520 SHADOW CREEK DR	MANOR, TX 78653	LOT 95 BLK U SHADOWGLEN PHS 1 SEC 7	MONDRAGON RAIL & GLORIA SOSA		
710052	0241620112	11516 SHADOW CREEK DR	MANOR, TX 78653	LOT 94 BLK U SHADOWGLEN PHS 1 SEC 7	BOURNE ELISHA A & SHARE A MCCOY		
710053	0241620113	11512 SHADOW CREEK DR	MANOR, TX 78653	LOT 93 BLK U SHADOWGLEN PHS 1 SEC 7	MATSKIDZE WILFRED & ROSEMARY		
710054	0241620114	11508 SHADOW CREEK DR	MANOR, TX 78653	LOT 92 BLK U SHADOWGLEN PHS 1 SEC 7	GONZALEZ NOVIA ESTELIA		
710055	0241620115	11504 SHADOW CREEK DR	MANOR, TX 78653	LOT 91 BLK U SHADOWGLEN PHS 1 SEC 7	SOMERS BRANDON EDWARD & RACHEL MARIE SOMERS		
710056	0241620116	11500 SHADOW CREEK DR	MANOR, TX 78653	LOT 90 BLK U SHADOWGLEN PHS 1 SEC 7	BRINK KELLY & WILLIAM H		
710060	0241620116	11500 SHADOW CREEK DR	MANOR, TX 78653	LOT 90 BLK U SHADOWGLEN PHS 1 SEC 7	BRINK KELLY & WILLIAM H		
710066	0241620117	13300 HOLLY CREST TER	MANOR, TX 78653	LOT 89 BLK U SHADOWGLEN PHS 1 SEC 7	MATSUMOTO MAKOTO		
710061	0241620118	13304 HOLLY CREST TER	MANOR, TX 78653	LOT 88 BLK U SHADOWGLEN PHS 1 SEC 7	GOMEZ ROBERT A & KYLIE KIRKPATRICK		
710062	0241620119	13308 HOLLY CREST TER	MANOR, TX 78653	LOT 87 BLK U SHADOWGLEN PHS 1 SEC 7	LEE IZAKAH		
710063	0241620120	13312 HOLLY CREST TER	MANOR, TX 78653	LOT 86 BLK U SHADOWGLEN PHS 1 SEC 7	MORENO THERESA		
710064	0241620121	13316 HOLLY CREST TER	MANOR, TX 78653	LOT 85 BLK U SHADOWGLEN PHS 1 SEC 7	ISELT JESSICA S & CARLA A		
710065	0241620122	13320 HOLLY CREST TER	MANOR, TX 78653	LOT 84 BLK U SHADOWGLEN PHS 1 SEC 7	YI SUNG H & NAK IK		
710066	0241620123	13324 HOLLY CREST TER	MANOR, TX 78653	LOT 83 BLK U SHADOWGLEN PHS 1 SEC 7	ROMERO TEDDY W & TERESA M		
710067	0241620124	13328 HOLLY CREST TER	MANOR, TX 78653	LOT 82 BLK U SHADOWGLEN PHS 1 SEC 7	MILLER FAMILY TRUST		
710068	0241620125	13332 HOLLY CREST TER	MANOR, TX 78653	LOT 81 BLK U SHADOWGLEN PHS 1 SEC 7	SINICROPE PHILLIP C & SALLY M OLSON		
710069	0241620126	13336 HOLLY CREST TER	MANOR, TX 78653	LOT 80 BLK U SHADOWGLEN PHS 1 SEC 7	LOANI HERAWATI		
700509	0241620101	11512 SUNNY CREEK LN	MANOR, TX 78653	LOT 79 BLK U SHADOWGLEN PHS 1 SEC 5	TROMBATORE HARRIETT		
700510	0241620102	11508 SUNNY CREEK LN	MANOR, TX 78653	LOT 78 BLK U SHADOWGLEN PHS 1 SEC 5	GRAY STEPHEN K		
700511	0241620103	11504 SUNNY CREEK LN	MANOR, TX 78653	LOT 77 BLK U SHADOWGLEN PHS 1 SEC 5	ARRINGTON ALBERTA P		
700512	0241620104	11500 SUNNY CREEK LN	MANOR, TX 78653	LOT 76 BLK U SHADOWGLEN PHS 1 SEC 5	TORRES JAIME P & SAMANTHA N GUERRA		
700513	0241620105	11501 SUNNY CREEK LN	MANOR, TX 78653	LOT 75 BLK U SHADOWGLEN PHS 1 SEC 5	WOODPIN JAMES & NIKKI DUNN		
700514	0241620106	11505 SUNNY CREEK LN	MANOR, TX 78653	LOT 74 BLK U SHADOWGLEN PHS 1 SEC 5	LEE DEXTER HICKSON SR		
700515	0241650313	11509 SUNNY CREEK LN	MANOR, TX 78653	LOT 73 BLK U SHADOWGLEN PHS 1 SEC 5	WASHINGTON ORAN & FRANKIE BROWN		
700536	0241650314	11513 SUNNY CREEK LN	MANOR, TX 78653	LOT 72 BLK U SHADOWGLEN PHS 1 SEC 5	MCNEAL LARYNDA G		
568618	0241650301	13408 HOLLY CREST TER	MANOR, TX 78653	LOT 71 BLK U SHADOWGLEN PHS 1 SEC 7	HANCOCK MARVIN L		
568619	0241650302	13412 HOLLY CREST TER	MANOR, TX 78653	LOT 70 BLK U SHADOWGLEN PHS 1 SEC 7	FREY CHARLES & TARA		
568629	0241650312	SHADOWGLEN TC	MANOR, TX 78653	LOT 140 BLK U SHADOWGLEN PHS 1 SEC 7 3(A),2(A),3(A),4(A) (LANDSCAPE)	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
700533	0241651615	11520 SUNNY CREEK LN	MANOR, TX 78653	LOT 118 BLK U SHADOWGLEN PHS 1 SEC 5	MCCLARY TRUMAN H & LYNN H		
700534	0241651616	11516 SUNNY CREEK LN	MANOR, TX 78653	LOT 117 BLK U SHADOWGLEN PHS 1 SEC 5	JACKSON LIZETTE S & CASEY		
710096	0241620101	11501 GLEN KNOLL DR	MANOR, TX 78653	LOT 116 BLK U SHADOWGLEN PHS 1 SEC 7	ACOSTA FERNANDO & MA ELIZABETH DIAZ		
710097	0241620302	11505 GLEN KNOLL DR	MANOR, TX 78653	LOT 115 BLK U SHADOWGLEN PHS 1 SEC 7	VALDERAMA MARK J & KLEWENO RJ D & ABBY F		
710098	0241620303	11509 GLEN KNOLL DR	MANOR, TX 78653	LOT 114 BLK U SHADOWGLEN PHS 1 SEC 7	ROBLEDLO PHILIP G		
710037	0241620001	11620 GLEN KNOLL DR	MANOR, TX 78653	LOT 113 BLK U SHADOWGLEN PHS 1 SEC 7	ROGEL SANTOS CASTELAN & CAIN VERNON WESLEY		
710038	0241650202	11616 GLEN KNOLL DR	MANOR, TX 78653	LOT 112 BLK U SHADOWGLEN PHS 1 SEC 7	ROBLEDLO PHILIP G		
710039	0241650203	11612 GLEN KNOLL DR	MANOR, TX 78653	LOT 111 BLK U SHADOWGLEN PHS 1 SEC 7	ROGEL SANTOS CASTELAN & CAIN VERNON WESLEY		
710040	0241650204	11608 GLEN KNOLL DR	MANOR, TX 78653	LOT 110 BLK U SHADOWGLEN PHS 1 SEC 7	MONTES-VELA ALEX G JR & TJIE YUSUF CAHYADHI & SAUW LY LIOE		
710041	0241650205	11604 GLEN KNOLL DR	MANOR, TX 78653	LOT 109 BLK U SHADOWGLEN PHS 1 SEC 7	WERNER SAMUEL JEROME & CHERYL LYNNIE		
710075	0241620201	11504 GLEN KNOLL DR	MANOR, TX 78653	LOT 108 BLK U SHADOWGLEN PHS 1 SEC 7	GAMBORA RAFAEL		
710076	0241620202	11510 GLEN KNOLL DR	MANOR, TX 78653	LOT 107 BLK U SHADOWGLEN PHS 1 SEC 7	MOSQUEDA GEORGE P & OLGA M		
710077	0241620203	11516 GLEN KNOLL DR	MANOR, TX 78653	LOT 106 BLK U SHADOWGLEN PHS 1 SEC 7	HARSHMAN MARK A & GAIL F		
710078	0241620204	11512 GLEN KNOLL DR	MANOR, TX 78653	LOT 105 BLK U SHADOWGLEN PHS 1 SEC 7	PHAM MINH T & BANG NGUYEN II		
710079	0241620205	11508 GLEN KNOLL DR	MANOR, TX 78653	LOT 104 BLK U SHADOWGLEN PHS 1 SEC 7	WAGES ISABEL S		
710080	0241620206	11504 GLEN KNOLL DR	MANOR, TX 78653	LOT 103 BLK U SHADOWGLEN PHS 1 SEC 7	MENDOZA RAYMOND F & SAN JUANITA REYNA		
710081	0241620207	11500 GLEN KNOLL DR	MANOR, TX 78653	LOT 102 BLK U SHADOWGLEN PHS 1 SEC 7	MIDDLETON WILLIE G & CARROLL L		
710084	0241620208	11501 SHADOW CREEK DR	MANOR, TX 78653	LOT 101 BLK U SHADOWGLEN PHS 1 SEC 7	SALAZAR MELICIO GARCIA & JOE BING F & CONNIE P		
710085	0241620209	11505 SHADOW CREEK DR	MANOR, TX 78653	LOT 100 BLK U SHADOWGLEN PHS 1 SEC 7	WELLS KAM		
710086	0241620210	11509 SHADOW CREEK DR	MANOR, TX 78653	LOT 99 BLK U SHADOWGLEN PHS 1 SEC 7	HODGKINSON CHRISTOPHER PAUL & CAIN CHARLENE L & ROBERT L		
710087	0241620211	11513 SHADOW CREEK DR	MANOR, TX 78653	LOT 98 BLK U SHADOWGLEN PHS 1 SEC 7	FATEL TEJ		
710088	0241620212	11517 SHADOW CREEK DR	MANOR, TX 78653	LOT 97 BLK U SHADOWGLEN PHS 1 SEC 7	FEDERAL NATIONAL MORTGAGE ASSN		
710089	0241620213	11521 SHADOW CREEK DR	MANOR, TX 78653	LOT 96 BLK U SHADOWGLEN PHS 1 SEC 7	TRAVIS RONALD AARON & REBECCA L		
710090	0241620214	11525 SHADOW CREEK DR	MANOR, TX 78653	LOT 95 BLK U SHADOWGLEN PHS 1 SEC 7	ELLIOTT DEBRA ANN & KEATRY PATRICK		
710091	0241620215	11605 SHADOW CREEK DR	MANOR, TX 78653	LOT 94 BLK U SHADOWGLEN PHS 1 SEC 7	BANDA MARTHA S & BEATRICE METACOURT		
710092	0241620216	11607 SHADOW CREEK DR	MANOR, TX 78653	LOT 93 BLK U SHADOWGLEN PHS 1 SEC 7			
710093	0241620217	11613 SHADOW CREEK DR	MANOR, TX 78653	LOT 92 BLK U SHADOWGLEN PHS 1 SEC 7			
710094	0241620218	11617 SHADOW CREEK DR	MANOR, TX 78653	LOT 91 BLK U SHADOWGLEN PHS 1 SEC 7			
710095	0241620219	11621 SHADOW CREEK DR	MANOR, TX 78653	LOT 90 BLK U SHADOWGLEN PHS 1 SEC 7			
720025	0243650101	9301 MEADOW DENE RD	MANOR, TX 78653	COMMON AREA	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
720028	0242600254	OLIO MANOR-TAYLOR RD	MANOR, TX 78653	ABS 745 SUR 70 STANDERFORD WM & VAR SUR ACR 200.380 [1-D-1]	CITY OF MANOR	9900 US HIGHWAY 290 E	MANOR, TX 78653
568607	0243600215	E U S HY 290	MANOR, TX 78653	LOT 5 SHADOWGLEN GOLF COURSE (OPEN SPACE)	SHADOWGLEN GOLF P	12801 LEXINGTON ST	MANOR, TX 78653
568605	0243600213	12801 LEXINGTON ST	MANOR, TX 78653	GOLFS 1-3 & 89.9029 AC OF LOT 4 SHADOWGLEN GOLF COURSE (OPEN SPACE) & UNIMBUDDED LOT MAINTENANCE FACILITY SUBD	SHADOWGLEN GOLF P	12801 LEXINGTON ST	MANOR, TX 78653
813575	0241620151	LEXINGTON ST	MANOR, TX 78653	ABS 742 SUR 69 STANDERFORD WM ACR 17.4890 [1-D-1]	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
804541	0243650402	SHADOWGLEN TC	MANOR, TX 78653	ABS 743 SUR 70 STANDERFORD WM ACR 45.3300 [1-D-1]	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760475	0241620501	13224 CRAVEN LN	MANOR, TX 78653	LOT 1 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760476	0241620502	13220 CRAVEN LN	MANOR, TX 78653	LOT 2 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760477	0241620503	13216 CRAVEN LN	MANOR, TX 78653	LOT 3 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760478	0241620504	13212 CRAVEN LN	MANOR, TX 78653	LOT 4 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760479	0241620505	13208 CRAVEN LN	MANOR, TX 78653	LOT 5 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760480	0241620506	13204 CRAVEN LN	MANOR, TX 78653	LOT 6 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760485	0241620511	13237 EVINER REINHARDT DR	MANOR, TX 78653	LOT 11 BLK U SHADOWGLEN PHS 1 SEC 12-13 (OPEN SPACE)	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760489	0241620461	13308 CRAVEN LN	MANOR, TX 78653	LOT 32 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760470	0241620402	13304 CRAVEN LN	MANOR, TX 78653	LOT 33 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760471	0241620403	13300 CRAVEN LN	MANOR, TX 78653	LOT 34 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760472	0241620404	13301 LEXINGTON ST	MANOR, TX 78653	LOT 35 BLK U SHADOWGLEN PHS 1 SEC 12-13 (OPEN SPACE)	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760452	0241650922	13320 CRAVEN LN	MANOR, TX 78653	LOT 29 BLK U SHADOWGLEN PHS 1 SEC 12-13	JANKOWIAK JON L & SHAUNA R	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760453	0241650923	13316 CRAVEN LN	MANOR, TX 78653	LOT 30 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760454	0241650924	13312 CRAVEN LN	MANOR, TX 78653	LOT 31 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760454	0241620610	13225 CRAVEN LN	MANOR, TX 78653	LOT 24 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760455	0241620611	13220 CRAVEN LN	MANOR, TX 78653	LOT 25 BLK U SHADOWGLEN PHS 1 SEC 12-13	LEE JENNIFER R & RONDA D	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760506	0241620612	13213 CRAVEN LN	MANOR, TX 78653	LOT 22 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760508	0241620613	16000 JENSEI CT	MANOR, TX 78653	LOT 21 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760512	0241620617	16001 JENSEI CT	MANOR, TX 78653	LOT 17 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760513	0241620618	13301 CRAVEN LN	MANOR, TX 78653	LOT 16 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760514	0241620619	13305 CRAVEN LN	MANOR, TX 78653	LOT 15 BLK U SHADOWGLEN PHS 1 SEC 12-13	WALTERSCHEIDT MICHAEL II & CAROL	9900 HIGHWAY 290 EAST	MANOR, TX 78653
760515	0241623011	13313 CRAVEN LN	MANOR, TX 78653	LOT 14 BLK U SHADOWGLEN PHS 1 SEC 12-13	SG LAND HOLDINGS LLC	9900 HIGHWAY 290 EAST	MANOR, TX 78653



Date: Thursday, August 31, 2017

Jonathan Chen

jonathan.chen2@aecom.com

Permit Number 2017-P-1067-FP

Job Address: SHADOWGLEN PH.1 SEC.9 13301 Lexington Street, Manor, TX. 78653

Dear Jonathan Chen,

The first submittal of the Shadowglen Section 9 Final Plat (*Final Plat*) submitted by and received on September 15, 2017, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (512) 259-3882 or by email at pgray@jaeco.net.

The proposed acreage and usage table should be corrected. The linear footage of street is incorrect and the acreage does not line up.

Lot 141 Block U is not consistent with the block numbering shown on the plat. Verify that the correct lot number is being used.

Documentation provided from Travis County 911 addressing is from 2006. Current approval of the proposed street names should be provided. Per Section 24(c)(1)(xi) of Subdivision Ordinance 263B, where new streets are being created and named, the applicant must have documentation from Travis County 911 Addressing demonstrating that the street names proposed on the Final Plat are not duplicated within the County.

The label for Carol Lawler makes it hard to see the sidewalk.

Section 24(d)(2)(v) of Subdivision Ordinance 263B requires that certification from all applicable taxing authorities that all taxes due on the property have been paid be submitted prior to final plat approval.

Note that per Section 24(c)(5)(iii) of Subdivision Ordinance 263B if the construction of all improvements needed to serve the subdivision is not completed prior to filing of the plat for recordation then the developer must provide financial assurance for the completion of the remainder of those improvements in accordance with the Ordinance.

Per Section 24(a)(2) of Subdivision Ordinance 263B the final plat cannot be approved until the construction plans are approved. Construction Plans for Shadowglen Phase 1 Section 9 have not been approved.

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,

A handwritten signature in blue ink, reading "Pauline M. Gray". The signature is cursive and fluid.

Pauline Gray, P.E.
Staff Engineer
Jay Engineering Company, Inc.

September 15, 2017

Ms. Pauline Gray, P.E.
Jay Engineering Co.
1500 C.R. 269
Leander, Texas 78641

**RE: Final Plat Review for Shadowglen Phase 1, Section 9
City of Manor, Texas**

Dear Ms. Gray:

On behalf of our client, SG Land Holdings, LLC, AECOM is submitting the response to comments issued by City of Manor on August 31, 2017.

Final Plat

1. The proposed acreage and usage table should be corrected. The linear footage of street is incorrect and the acreage does not line up.

Response: Proposed acreage and usage table has been verified and is accurate.

2. Lot 141 Block U is not consistent with the block numbering shown on the plat. Verify that the correct lot number is being used.

Response: Lot number is correct. Numbering is a continuation from Section 4A.

3. Documentation provided from Travis County 911 addressing is from 2006. Current approval of the proposed street names should be provided. Per Section 24(c)(1)(xi) of Subdivision Ordinance 263B, where new streets are being created and named, the applicant must have documentation from Travis County 911 Addressing demonstrating that the street names proposed on the Final Plat are not duplicated within the County.

Response: Confirmation documentation from City of Austin/Travis County 911 Addressing has been included.

4. The label for Carol Lawler makes it hard to see the sidewalk.

Response: Street label size has been reduced to accommodate shifting of street bearing labels.

5. Section 24(d)(2)(v) of Subdivision Ordinance 263B requires that certification from all applicable taxing authorities that all taxes due on the property have been paid be submitted prior to final plat approval.

Response: Tax certificate has been included.



Ms. Pauline Gray
September 15, 2017
Sheet 2 of 2

6. Note that per Section 24(c)(5)(iii) of Subdivision Ordinance 263B if the construction of all improvements needed to serve the subdivision is not completed prior to filing of the plat for recordation then the developer must provide financial assurance for the completion of the remainder of those improvements in accordance with the Ordinance.

Response: Acknowledged.

7. Per Section 24(a)(2) of Subdivision Ordinance 263B the final plat cannot be approved until the construction plans are approved. Construction Plans for Shadowglen Phase 1 Section 9 have not been approved.

Response: Acknowledged.

We look forward to continuing our work with the City to successfully complete this project. If you have any questions about our response above, please call me at 512-457-7798.

Sincerely,

A handwritten signature in black ink, reading "Jaime Burke". The signature is written in a cursive, flowing style.

Jaime Burke, P.E.
AECOM Project Manager

cc: Russell Allison, SG Land Holdings
Jonathan Chen, AECOM

JAY ENGINEERING COMPANY, INC.
P.O. Box 1220 (512) 259-3882
Leander, TX 78646 Fax 259-8016
Texas Registered Engineering Firm F-4780

October 9, 2017

Mr. Tom Bolt
Director of Development Services
City of Manor
P.O. Box 387
Manor, TX 78653

Re: Final Plat Review for
Shadowglen Phase 1 Section 9
City of Manor, Texas

Dear Mr. Bolt:

The Shadowglen Phase 1 Section 9 Final Plat submitted by AECOM and received by our office on September 15 2017, has been reviewed by our office for compliance with the City of Manor Subdivision Ordinance 263B. The Final Plat appears to be in general compliance with City Ordinance requirements, however the construction plans have not been approved for the project. Per Subdivision Ordinance 263B the final plat cannot be approved until the construction plans have been approved.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Sincerely,



Pauline M. Gray, P.E.

PMG/s

Copy: Jaime J. Burke, P.E., AECOM
Scott Dunlop, City of Manor



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 8, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a rezoning application for 3 lots, totaling 22.7 acres more or less, Lot 1 Block A KST/Voelker Tract Resub of Lot 2 Block A and Abstract 315 Survey 63 Gates G, locally known as 14215 Suncrest Road, from Interim Agricultural (A) district zoning to Light Industrial (IN-1) district zoning.

BACKGROUND/SUMMARY:

These 3 propertys (2 developed, 1 vacant) are owned by KST. The vacant property was annexed into the city many years ago and has been zoned interim agricultural. The other 2 properties were recently annexed on September 20th and zoned interim agricultural. The property owner would like to zone all 3 properties to Light Industrial (IN-1). Currently the 2 developed properties have a light industrial use.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

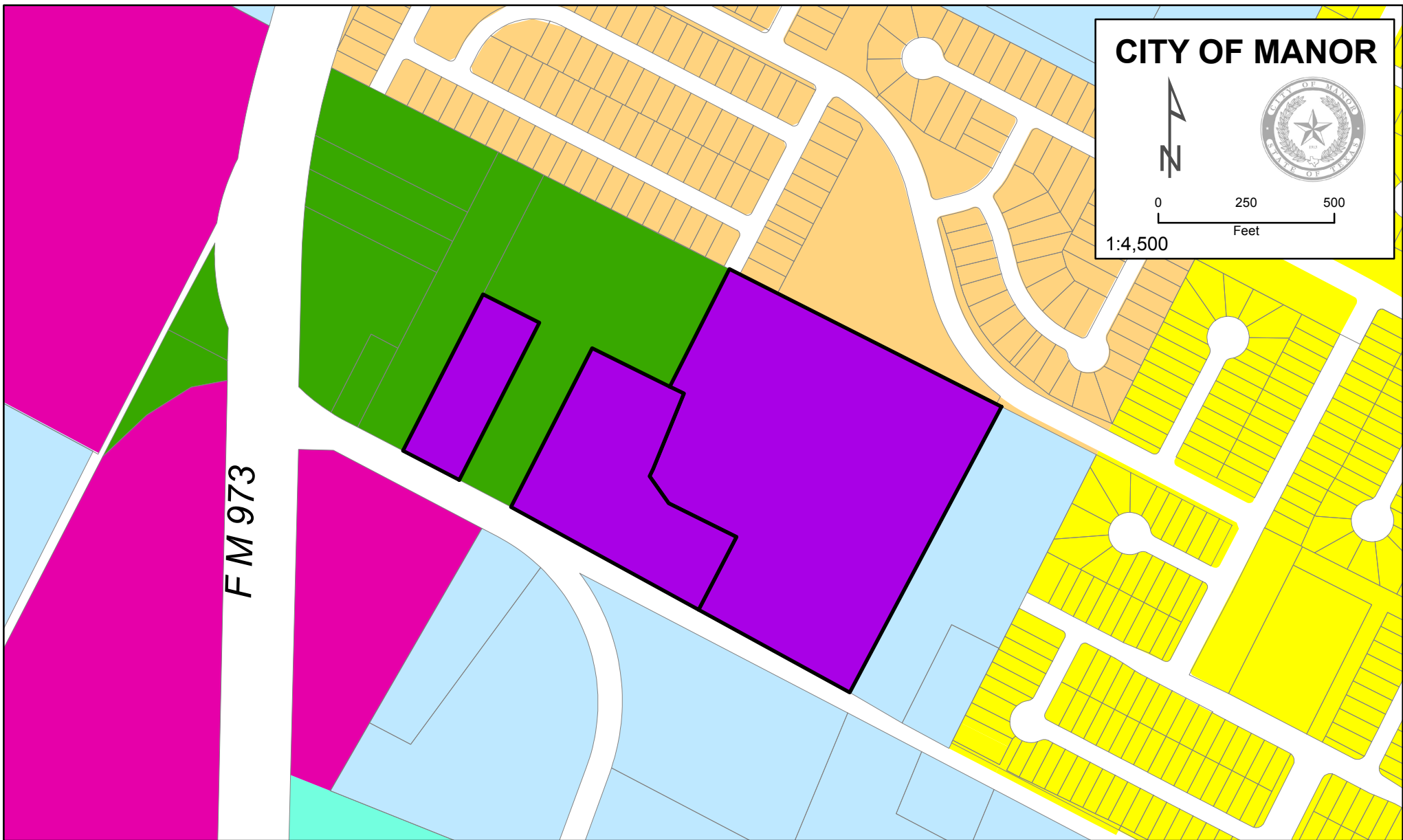
Zoning map

Area map


STAFF RECOMMENDATION:


It is City staff's recommendation to recommend approval to the City Council Light Industrial (IN-1) district zoning for Lot 1 Block A KST/Voelker Tract Resub of Lot 2 Block A and Abstract 315 Survey 63 Gates G, locally known as 14215 Suncrest Road.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



CITY OF MANOR





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














Feet

1:4,500

**Proposed Zoning:
Light Industrial IN-1**

Current Zoning: Interim Agricultural

Zone

- | | |
|---|---|
|  A - Agricultural |  M-1 - Manufactured Housing |
|  C-1 - Light Commercial |  M-2 - Manufactured Housing Park |
|  C-2 - Medium Commercial |  NB - Neighborhood Business |
|  DB - Downtown Business District |  PUD - Planned Unit Development |
|  I - Institutional |  R-1 - Single Family |
|  IN-1 - Light Industrial |  R-2 - Single Family |
|  IN-2 - Heavy Industrial |  R-3 - Multi Family |
| |  R-4 - Multi Family Special |
| |  Manor ETJ |

