In accordance with social distancing guidelines, the meeting will not be open to the public. Commission members, the applicants, and City staff will attend by phone or internet. The meeting will be streamed live for attendance of the public. To access please do the following:

1. Go to [www.youtube.com](http://www.youtube.com)
2. Type in the words “City of Elgin, TX” into the top search feature
3. Then click on the dark blue icon that says “Elgin Texas Perfectly Situated”
4. Then look for the “City of Elgin, Texas Planning & Zoning Commission Meeting 5/18/20”
5. Then click on it for a live broadcast.

There will be an opportunity for the public to submit written comments prior to the meeting on agenda items. These comments must be submitted by emailing the Development Services Director at dharrell@ci.elgin.tx.us or by calling 512-229-3254 by 5:00 P.M. on May 18, 2020 and leaving a message. These will be read in full at the meeting during the agenda item.

1. CALL TO ORDER
2. NEW BUSINESS
   
   2.I. Project #: 202000159: A Re-Plat For “Lots 2 And 3, Block A, Elgin Veterinary Clinic Addition” Located On A Parcel Of Land Known By The Bastrop County Appraisal District As Parcels 11909, 14889, & 122457 Located Along The Northside Of U.S.
AGENDA
PLANNING & ZONING COMMISSION
SPECIAL TELECONFERENCE MEETING
MONDAY, MAY 18, 2020, 6:30 P.M.
In accordance with social distancing guidelines, the meeting will not be open to the public. Commission members, the applicants, and City staff will attend by phone or internet. The meeting will be streamed live for attendance of the public. To access please do the following:
1. Go to www.youtube.com
2. Type in the words "City of Elgin, TX" into the top search feature
3. Then click on the dark blue icon that says "Elgin Texas Perfectly Situated"
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CALL TO ORDER
NEW BUSINESS

Project #: 202000159: A Replat For "Lots 2 And 3, Block A, Elgin Veterinary Clinic Addition" Located On A Parcel Of Land Known By The Bastrop County Appraisal District As Parcels 11909, 14889, & 122457 Located Along The Northside Of U.S. Highway 290 Just West Of The Intersection Of U.S. Highway 290 & Roy Rivers Rd. For A Total Of Four (4) Lots On 7.983 Acres Of Land.
A. Staff Presentation
B. Applicant Presentation
C. Open Public Hearing
D. Close Public Hearing
E. Discussion
F. Consideration

Documents:

PACKET - ELM CREEK VET CENTER REPLAT.PDF

2.i. Project #: 202000274: A Subdivision Variance From Section 36-172(A) To Allow For The Creation Of A New Commercial Lot Without Street Frontage Along U.S. Highway 290 On Bastrop County Appraisal District Parcel 47892 Located Along The Westside Of U.S. Highway 290 At The Railroad Tracks.
A. Staff Presentation
B. Applicant Presentation
C. Open Public Hearing
D. Close Public Hearing
E. Discussion
F. Consideration

Documents:

PACKET - ELGIN-HEB SUBDIVISION VARIANCE.PDF

2.i.i. Project #: 202000277: A Time Extension For Eagles Landing Phase II Approved Preliminary Plat Located On A Parcel Of Land Known By The Travis County Appraisal District As Parcel 576925, Located At The Dead End Of Golden Eagle Way.
A. Staff Presentation
B. Applicant Presentation
C. Open Public Hearing
D. Close Public Hearing
E. Discussion
F. Consideration

Documents:

PACKET - EAGLES LANDING PHASE II PRELIM PLAT EXTENSION.PDF

3. ANNOUNCEMENTS

4. ADJOURNMENT

The Commission may adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code. The Commission will return to an open session for possible discussion and action as a result of the Executive Session.

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and 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’s Office at (512) 281-5724. Please provide a forty-eight (48) hour notice when feasible.
In accordance with social distancing guidelines, the meeting will not be open to the public. Commission members, the applicants, and City staff will attend by phone or internet. The meeting will be streamed live for attendance of the public. To access please do the following:

1. Go to www.youtube.com
2. Type in the words “City of Elgin, TX” into the top search feature
3. Then click on the dark blue icon that says “Elgin Texas Perfectly Situated”
4. Then look for the “City of Elgin, Texas Planning & Zoning Commission Meeting 5/18/20”
5. Then click on it for a live broadcast.

There will be an opportunity for the public to submit written comments prior to the meeting on agenda items. These comments must be submitted by emailing the Development Services Director at dharrell@ci.elgin.tx.us or by calling 512-229-3254 by 5:00 P.M. on May 18, 2020 and leaving a message. These will be read in full at the meeting during the agenda item.

CALL TO ORDER
NEW BUSINESS


A. Staff Presentation
B. Applicant Presentation
C. Open Public Hearing
D. Close Public Hearing
E. Discussion
F. Consideration

PACKET - ELM CREEK VET CENTER REPLAT.PDF

Project #: 202000274: A Subdivision Variance From Section 36-172(A) To Allow For The Creation Of A New Commercial Lot Without Street Frontage Along U.S. Highway 290 On Bastrop County Appraisal District Parcel 47892 Located Along The Westside Of U.S. Highway 290 At The Railroad Tracks.

A. Staff Presentation
B. Applicant Presentation
C. Open Public Hearing
D. Close Public Hearing
E. Discussion
F. Consideration

PACKET - EAGLES LANDING PHASE II PRELIM PLAT EXTENSION.PDF

Project #: 202000277: A Time Extension For Eagles Landing Phase II Approved Preliminary Plat Located On A Parcel Of Land Known By The Travis County Appraisal District As Parcel 576925, Located At The Dead End Of Golden Eagle Way.

A. Staff Presentation
B. Applicant Presentation
C. Open Public Hearing
D. Close Public Hearing
E. Discussion
F. Consideration

PACKET - ELGIN - HEB SUBDIVISION VARIANCE.PDF

ANNOUNCEMENTS

ADJOURNMENT

The Commission may adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code. The Commission will return to an open session for possible discussion and action as a result of the Executive Session.

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Para informacion en espanol favor de llamar (512) 281-0119. Servicios de traduccion disponible en la reunion.
Development Services Department

STAFF REPORT

Re-plat for Lots 2 and 3, Block A, Elgin
Veterinary Clinic Addition

File Number: 202000159

Date: May 5, 2020
Applicant: Vincent D. Musat c/o Foresite
Representative: SAME
Hearing Dates: Planning & Zoning Commission – May 18, 2020
Location: Bastrop County Appraisal District PIN #’s 11909, 14889, & 122457 (located along the northside of U.S. Highway 290 just west of the intersection of U.S. Highway 290 & Roy Rivers Rd.)

APPLICATION SUMMARY
Consideration of a re-plat for a portion of the Elgin Veterinary Hospital Addition Final Plat known as Lots 2 and 3 (see attachment 2, blue highlights) consisting of a total of two (2) lots. This re-plat will add Lots 2A, 2B, 3A, & 3B for a total of four (4) new lots from the current Lots 2 and 3 (see attachment 3). The area of the re-plat consists of 7.983 acres of land.

DEVELOPMENT SERVICES DEPARTMENT COMMENTS
The final plat for this site was approved in December 2011 (see attachment 3). It consisted of four (4) lots on 51.887 acres of land. This re-plat proposes no public improvements so there are no subdivision construction plans being reviewed administratively with this request. Any future surface development associated with the lots will be reviewed administratively through the Site Development Application process with the City.

STAFF ANALYSIS
The Commission has the option to approve, approve with conditions, continue with applicant approval, or deny the replat. TRC and City staff have reviewed the item and all Code issues have been addressed by the applicant. Staff has no recommended conditions associated with the request. We believe there are no other issues with approving the request, if so desired by the Commission.

ATTACHMENTS
Additional information is provided through attached exhibits.
   1. Application & Applicant Narrative.
   2. Approved Final Plat.
Attachment 1
Application & Applicant Narrative
REPLAT APPLICATION

Date: February 6th, 2020

SITE INFORMATION

Project Address:

Parcel Identification Number (if no address): 11909 & 122457

APPLICANT

Name: Vincent D. Musat

Postal Address: 3000 E. Cesar Chavez Street, Suite 300, Austin, TX 78702

E-Mail Address: vmusat@fg-inc.net

Phone Number: (770) 368-1399

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

Vincent D. Musat

Signature

February 6th, 2020

Printed Name

Date

Project Description:

Re-plat of two tracts of land totaling 7.983 acres into lots 2 and 3, Block A, Elgin Veterinary Hospital Addition.

FOR OFFICE USE ONLY

Completeness Review Denied ___; Approved ___ Date ____________________________

Completeness Review Denied ___; Approved ___ Date ____________________________
February 6th, 2020

City of Elgin Planning & Development Services Department
Attn: David Harrell
310 North Main Street
P.O. Box 591
Elgin, TX 78621
planninganddevelopment@ci.elgin.tx.us

RE: Elgin Veterinary Clinic Addition Re-Plat Narrative

Dear David Harrell:

Thank you for reviewing the Re-Plat Application for Lots 2 and 3, Block A of Elgin Veterinary Clinic Addition. The proposed lots for re-plat are located about 0.80 miles east of the intersection of US Highway 290 & County Line Road and are adjacent to the Elgin Family Pet Center.

The current configuration of lots 2 and 3 of Block A of the Elgin Veterinary Hospital Addition are proposed to be re-platted as Lots 2A, 2B, 3A, and 3B at 1.467 ac., 1.467 ac., 4.000 ac., and 1.049 ac., respectively.

After correspondence with TXDOT, it was confirmed that a TIA would not be required for TxDOT to give Bastrop County approval on the proposed re-plat. Please find email correspondence concerning this item attached to this narrative.

As previously discussed, the re-plat will not involve the construction of any public improvements, therefore there will not be a subdivision construction application associated with this project.

Thank you for your time and consideration.

Sincerely,

FORESITE GROUP, LLC

[Signature]

Vincent D. Musat, P.E.
Division Director

Enclosure: Filing Fee of $750, Signed Application, Current Final Plat, TIA Correspondence, Deed, Recorded Electric & Wastewater Easements, Ownership & Lien Certificate, Title Commitment, Environmental Assessment Statement, Utility Schematic, Re-Plat

c: Alex Van Kirk, Foresite Group, LLC
Attachment 2
Approved Final Plat
Final Plat
Elgin Veterinary Hospital Addition to the City of Elgin
Bastrop County, Texas

MATCH LINE SEE SHEET 2 OF 3

Area of Replat in Blue

U.S. HIGHWAY #290 (240° R.O.W.)

Water service provided by City of Elgin
Wastewater service provided by City of Elgin.

DATE: September 1, 2011
Attachment 3
Proposed Re-plat
April 22, 2020

Mr. David Harrell, Development Services Director  
City of Elgin  
310 N. Main St.  
Elgin, Texas 78621

RE: Elgin Vet Clinic Addition – Re-plat Review

Dear Mr. Harrell:

TRC has reviewed the following documents listed below submitted on April 15, 2020 by Foresite Group, LLC (FG):


2. Other supporting documents submitted with the Re-plat: Comment Response Letter, road name reservation email correspondence, access easement document 201114344, and Declaration of Covenants.

Our review finds that these documents have been prepared in general conformance with the City of Elgin’s Code of Ordinances.

As TRC did not provide the detailed design of the submitted documents, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and Design Engineer that prepared the documents and all responsibility for the survey and submitted documents shall remain with the Registered Professional Land Surveyor and Design Engineer.

If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

K. Beau Perry, P.E.  
Vice President

cc: Mr. Vincent D. Musat, P.E., Foresite Group, LLC.
APPLICATION SUMMARY
Consideration of a subdivision variance from Section 36-172(a), City Code to allow creation of a new commercial lot without street frontage along U.S. Hwy 290.

DEVELOPMENT SERVICES DEPARTMENT COMMENTS
When platted lots are created, they must have street frontage per the Subdivision Code. One of the reasons is to allow for public access to the site. The applicant is seeking a variance from this requirement. If this variance is granted by the Commission, it would allow for the creation of one (1) lot that does not have street frontage. This proposed plat showing the one (1) lot has been placed within your packet (see attachment 3). This plat would be created through the City’s Short Form Plat process and would be administratively considered by City Staff. Although the variance must be granted by the Commission for City Staff to approve the new one (1) lot plat.

Under Section 36-37(g) of the Subdivision Code there are certain findings of fact the Commission must base their decision; these are as follows:

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would have a substantial adverse impact on the applicant’s reasonable use of his land;

2. That the granting of the variance will not be detrimental to the public interest, health, safety or welfare, or injurious to other property in the area;

3. That the granting of the variance is in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice served; and

4. That the proposed hardship is not caused by the owner and/or is not for economic reasons.
With this subdivision variance request, the applicant has provided evidence which indicates there is a thirty (30) foot strip of land between the proposed lot and the right-of-way of U.S. Hwy 290 which is not owned by the applicant, joint access easement indicating legal access of U.S. Hwy 290 to the proposed one (1) lot (proposed Short Form Plat), and topographical issues relating to roadway elevation regarding direct access of the proposed one (1) lot (proposed Short Form Plat) to U.S. Hwy 290. These items are supporting evidence provided by the applicant to answer the findings of fact within Section 36-37(g) as denoted on the previous page. Also, a rendering has been provided indicating a Burger King will be built at the site.

**STAFF ANALYSIS**

Staff agrees with the applicant’s evidence and their interpretation as provided with this packet. Staff has no objection or issue with the items as presented by the applicant. They have provided documentation indicating the ownership issues with the thirty (30) foot parcel to the front of the lot (proposed Short Form Plat), topography of roadway in front of the proposed one (1) lot (proposed Short Form Plat), and joint access easement which allows for public access to the site. However, it is the Commission’s decision, independent of the staff analysis, as whether to approve it, approve it with conditions, continue with concurrence with the applicant, or deny this subdivision variance based on the provided findings of fact and the evidence.

**ATTACHMENTS**

Additional information is provided through attached exhibits.

1. Application & Applicant Narrative.
2. Approved Joint Access Easement.
3. Proposed Short Form Plat.
4. Site Rendering.
Attachment 1
Application & Applicant Narrative
SUBDIVISION VARIANCE APPLICATION

Date: ________________

SITE INFORMATION

Project Address: 1070 East HWY 290, Elgin, Texas 78621

Parcel Identification Number (if no address): 47892

APPLICANT

Name: Benjamin R. Scott on behalf of H-E-B, LP (f/k/a HEB Grocery Company, LP)

Postal Address: P.O. Box 839955 | San Antonio, TX 78283-3955

E-Mail Address: baker.brett@heb.com  Phone Number: 210-938-8145

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

Signature: ____________________________  Printed Name: ____________________________  Date: 4/17/2020

Project Description:

The property is proposed to be subdivided into a 1.979-acre tract to be developed as commercial with associated parking, utilities, water quality, and drainage facilities in one phase.

FOR OFFICE USE ONLY

Completeness Review Denied __; Approved ___  Date ________________

Completeness Review Denied __; Approved ___  Date ________________
April 16, 2020

Mr. David Harrell, AICP
Development Services Director
City of Elgin, TX

Burger King Elgin Plat Variance Narrative

Dear Mr. Harrell:

Binkley & Barfield, Inc. (BBI) has prepared the following narrative to demonstrate that the proposed variance request meets the requirements of the Subdivision Variance Application Packet. The code that the variance is being requested for is Chapter 36-172(a) of the City of Elgin Code of Ordinances:

“Street frontage. Each lot shall be provided with the minimum frontage on an existing or proposed public street required by chapter 46, zoning.”

The following explains how each requirement of the variance is being met for this request:

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Ordinance would have a substantial adverse impact on the applicant’s reasonable use of his land.

   There is an remainder 30’ strip of land out of an original 118 acre tract, apparently owned by a Family Trust, that lies between the proposed plat and the Highway 290 Right of Way. See “Exhibit A” for an illustration of this 30’ strip of land in relation to the proposed plat and Highway 290. Previous surveys as well as HEB’s purchase of the 3.74 acre unplatted property have assumed that 30’ strip to be part of the Highway 290 Right of Way. However, H.A. Kuehlem Surveyors have found that to not be the case. See “Exhibit B” for an explanation from H.A. Kuehlem that the 30’ strip of land is privately owned by others. As a result, the 3.74 acre property does not have ROW frontage on a public ROW and tracking down the lineage of who is involved in the Family Trust is a special circumstance.

2. That the granting of the variance will not be detrimental to the public interest, health, safety or welfare, or injurious to other property in the area.

   Rather than provide frontage to Highway 290, it is proposed to take access from the existing Joint Use Access Easement to serve the site. Again, refer to “Exhibit A” for a visual of this easement in relation to the other properties. Also, due to the severity of the elevation differences between Highway 290 and the site, it is not even possible to take access from
Highway 290. Refer to “Exhibit C” for an illustration of the elevation encumbrances.

3. That the granting of the variance is in harmony with the general purpose and intent of this Ordinance so that the public health, safety and welfare may be secured, and substantial justice served.

The granting of this variance would allow the property to be platted, which is the original intent of this ordinance. The ordinance requires minimum frontage requirements, but as mentioned above, this is a unique situation because even if the proposed plat had frontage to Highway 290, there would be no way to take access due to the harsh elevation differences. Also, there is already an existing Joint Use Access Easement to the proposed plat, so the site will still have legal access to and from Right of Way.

4. That the proposed hardship is not caused by the owner and/or is not for economic reasons.

The proposed hardship was caused by previous surveyors when they assumed the 30’ strip was Highway 290 Right of Way when it really was private property. There is an additional hardship of the substantial elevation differences between the site and Highway 290 that does not allow access from Highway 290.

If you require any additional information, please contact me at (512) 292-0006 or gjones@binkleybarfield.com.

Sincerely,

Gary Eli Jones, P.E.
Director of Land Development
Central & South Texas Region

Benjamin R. Scott
Vice President of Real Estate SAFD
H-E-B, LP (f/k/a HEB Grocery Company, LP)
Exhibit B – Letter from Surveyor

H.A. Kuehlem Professional Surveyors prepared a boundary survey of the subject property owned by HEB Grocery Company, LP, according to deed recorded in Volume 2198, Page 467 (attached), Official Public Records of Bastrop County, Texas. The results of this survey reflect an apparent 30’ strip of land parallel to the southwest ROW line of U.S. Highway 290 (200’ width) and the northeast line of the 3.736 acre tract conveyed to HEB. We found no record information that this strip was conveyed to the State of Texas for ROW purposes.

Attached is the TxDOT ROW map which depicts the 30’ strip (Page 3 of 3) located north of the Southern Pacific Railroad. Also attached is a prior title deed recorded in Volume 158, Page 1, that describes the record title line to be a line “parallel to and 30’ from the South boundary of US Highway 290.”

Along with field measurements and adjoining property information, including the HEB plat of Lot 1, Block 1 (attached), which also depicts the 30’ strip and confirms the difference of 30’ in the adjoining distance calls, we feel confidence the 30’ strip excludes the HEB 3.736 acre tract from having frontage on U.S. Highway 290.
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF BASTROP §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Helen Doris Clark Foster, the Manager of H.D. FOSTER MANAGEMENT, LLC, a Texas limited liability company, the Managing Member of HDF INVESTMENTS, LTD., a Texas limited partnership and Helen Doris Clark Foster, individually and as Independent Executrix of the Estate of Raymond Woodward Foster, Sr. (collectively “Grantor”), with an address of 6600 Lost Horizon Drive, Austin, Texas 78759, for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration paid to Grantor by HEB GROCERY COMPANY, LP, a Texas limited partnership (“Grantee”), with an address of 646 South Main Avenue, San Antonio, Texas 78204, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain tract of unimproved land totaling approximately 3.736 acres located in the City of Elgin, Bastrop County, Texas (the “Land”), being more particularly described by metes and bounds on Exhibit “A” attached hereto and made part hereof for all purposes, together with any and all improvements situated on the Land and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities, and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (all of which are hereinafter collectively called the “Property”).

This conveyance is expressly made and accepted subject only to all matters set forth on Exhibit “B” attached hereto and made a part hereof for all purposes (the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee; and Grantor does hereby bind Grantor and Grantor’s successors to WARRANT AND FOREVER DEFEND all and singular the Property unto said Grantee, against every person whomsoever claiming or to claim the same or any part thereof, subject to the Permitted Exceptions.

[Signature Page to Follow]
IN WITNESS WHEREOF, this General Warranty Deed is executed to be effective the 28 day of December, 2012.

HDF INVESTMENTS, LTD.,
a Texas limited partnership

By: H.D. FOSTER MANAGEMENT, LLC,
a Texas limited liability company

By: Helen Doris Clark Foster
Name: Helen Doris Clark Foster
Title: Manager

THE ESTATE OF RAYMOND WOODWARD FOSTER, SR.

By: Helen Doris Clark Foster
Name: Helen Doris Clark Foster
Title: Independent Executrix

THE STATE OF TEXAS
COUNTY OF ______________________

This instrument was acknowledged before me on the 28th day of December, 2012, by Helen Doris Clark Foster, the Manager of H.D. Foster Management, LLC, a Texas limited liability company, the General Manager of HDF Investments, LTD., a Texas limited partnership, on behalf of said limited partnership.

Notary Public

THE STATE OF TEXAS
COUNTY OF ______________________

This instrument was acknowledged before me on the 28th day of December, 2012, by Helen Doris Clark Foster, the Independent Executrix of the Estate of Raymond Woodward Foster, Sr., on behalf of said Estate.

Notary Public

AFTER RECORDING, PLEASE RETURN TO:

Golden Steves Cohen & Gordon LLP
300 Convent Street, Suite 2600
San Antonio, Texas 78205
Attn: Ami Gordon
The State of Texas,
COUNTY OF BASTROP,
KNOW ALL MEN BY THESE PRESENTS:

THAT we, J. E. Hattox and wife, Cleo K. Hattox, of the County of
Bastrop and State of Texas, for and in consideration of the sum of SIX THOUSAND FIVE HUNDRED
DOLLARS ($6,500.00) to be paid and to be paid by Raymond W. Foster, as follows:

The sum of $400.00 in cash, the receipt of which is hereby acknowledged, and the balance of
$6,100.00 evidenced by one promissory note for said amount bearing even date herewith,
executed by the said Raymond W. Foster, and payable to J. E. Hattox and order at Elgin, Texas,
in said principal installments of $500.00 each, payable one each consecutive year thereafter
on the 1st day of June of each year then and thereafter, beginning June 1st, 1953, and continuing until said note is
fully paid, with interest thereon at the rate of 6% per annum, all interest payable annually as same
accrues, providing that failure to pay any annual installment of said
note, principal or interest, when due, or failure to pay all taxes on said premises as same
accrues, permitting no delinquency, shall mature said note at the option of the holder thereof,
together with the usual 12% additional on the amount then owing in case of collection by an
attorney, or by law, or through the Probate Court, and providing that makers of said note
reserve the right to pay all or any additional part thereof on any annual interest paying date
prior to maturity.

have Grant, Sold and Conveyed, and by these presents do Grant, Bargain, Sell, and
Convey unto the said Raymond W. Foster of Travis County, Texas, with the restrictions and
covenants hereinafter stated, all that certain lot or parcel of land, a part of the Jonathan
Hurleson Survey in Elgin, Bastrop County, Texas, described as follows:

BEGIN 8.6 acres of land situated in the J. Hurleson Survey and in the City of Elgin,
Bastrop County, Texas, and being a part of the 125 acre tract of land described by Deed dated
September 16, 1952, in conveyance from John S. Sloop to J. E. Hattox as recorded in Book 135,
Pages 397 to 398, inclusive, of the Deed Records of said County, and the 2.6 acres being more
particularly described by metes and bounds as follows:

Commencing for a connection to this tract at the intersection of the South boundary of
US Highway 990 and the North boundary of the Texas and New Orleans Railroad Company right of
way in the J. Hurleson Survey at Texas Highway Department Station 98+65.2, said point also being
in the East boundary of that 125 acre tract of land in the J. Hurleson Survey in Bastrop County,
Texas, (of which this tract is a part) as last described in deed from John S. Sloop to J. E.
Hatton as recorded in Book 135, Pages 397 to 398, inclusive, of the Deed Records of said County:

THENCE with said boundaries 8° 41' N. 34.65 feet to an iron stake on said boundary
for the Beginning and Northeast corner of this tract;

THENCE parallel to and 30.0 feet from the South boundary of US Highway 990 N. 39° 22' W.
425.0 feet to an iron stake for the Northwest corner of this tract, from which the Southeast
corner of Lot 11, of Sunset Heights, Section 1, a Subdivision in the Hurleson Survey, bears
N. 39° 22' E. 224.85 feet and E. 50° 30' E. 230.0 feet;

THENCE 50° 30' W. 330.0 feet to an iron stake for the Southwest corner of this tract;

THENCE parallel with the North boundary of this tract N. 39° 22' W. 222.33 feet to a
point on the North boundary of the aforementioned Railroad Company right of way and the East
boundary of the Hatton tract;

THENCE with said boundaries N. 80° 41' W. pass at 4.35 feet an iron stake, and in all
on this course 404.35 feet to the place of beginning and containing 8.6 acres of land.

The above field notes are in accordance with survey by Y. A. Jackson, Registered Public
Surveyor of Austin, Texas, dated May 24, 1958.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the
This figure shows the steep topography along HWY 290 to the project site. There is an ~14-foot elevation difference from HWY 290 down to the project site. Due to this elevation difference, it is not possible to take access from HWY 290 to the site because the maximum driveway slopes allowed by the Elgin Code of Ordinances would be exceeded.
Attachment 2
Approved Joint Access Easement
ACCESS EASEMENT AGREEMENT

STATE OF TEXAS

COUNTY OF BASTROP

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 30th day of October, 2000, by and between H E BUTT GROCERY COMPANY, a Texas corporation ("Grantor") and HDF INVESTMENTS, LTD., a Texas limited partnership ("Grantee"). Grantor and Grantee hereinafter referred to as the "Parties", for the consideration and purposes set forth herein.

WHEREAS, Grantor is the owner of that certain tract of real property more particularly described by metes and bounds attached hereto and made a part hereof as Exhibit "A" ("Grantor's Property");

WHEREAS, Grantee is the owner of that certain tract of real property adjacent to Grantor's Property, as more particularly described on Exhibit "B" attached hereto and made a part hereof ("Grantee's Property"); and

WHEREAS, Grantee desires to obtain from Grantor and Grantor has agreed to provide to Grantee vehicular access to and from Grantee's Property and U.S. Highway 290 across Grantor's Property in the area more particularly described by metes and bounds attached hereto and made a part hereof as Exhibit "C" (the "Access Easement Area").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Grant of Access Easement. Grantor hereby grants to Grantee and its successors and assigns a non-exclusive vehicular access easement (the "Access Easement") over, upon, and across the Access Easement Area, for the purpose of providing ingress, egress and access to and from Grantee’s Property and U.S. Highway 290. Until such time as Grantee obtains or is provided with direct access to and from Grantee’s Property and U.S. Highway 290 ("Alternate Access"), the Access Easement may be used by Grantee and its employees, independent contractors, consultants, tenants, agents, licensees and invitees for the purpose set forth above. The Access Easement shall automatically terminate when Grantee obtains or is provided with Alternate Access, and the Parties shall have no further obligations in connection herewith except under those provisions that expressly survive a termination of the Access Easement. Notwithstanding anything to the contrary contained in this Section 1, Grantee shall have no duty to seek Alternate Access. Grantor hereby acknowledges that Grantor may make other uses of the Access Easement Area (including the installation of utilities and the granting of other easements to third parties) which do not unreasonably interfere with or prevent Grantee's use of the Access Easement Area in accordance with the terms hereof. Notwithstanding anything in this Agreement to the contrary, Grantor shall have the right to terminate the Access Easement upon thirty (30) days' written notice to Grantee if (i) Grantee and/or its employees,
2. **Construction and Maintenance: Grant of Easement.** The construction and maintenance of any improvements to the Access Easement Area shall be at Grantor’s sole cost and expense; provided, however, Grantee shall be liable for any damage to Grantor’s Property caused by Grantee and/or its employees, independent contractors, consultants, tenants, agents, licensees or invitees, and shall promptly reimburse Grantor for the costs of repairing such damage upon Grantor’s written request therefor (the “Reimbursement Obligation”). Grantee’s Reimbursement Obligation shall survive any termination of the Access Easement and shall be secured by a lien on Grantee’s Property, provided, however, such lien shall attach only upon recordation of a notice thereof (“Lien Claim”) in the real property records of Bastrop County, Texas, which Lien Claim shall include the following information: the name of the lien claimant; a description of Grantor’s Property; a description of the work performed or damage suffered which has given rise to the claim of a lien and a statement itemizing the amount thereof, and a statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date, volume and page of recordation of this Agreement. In connection with Grantor’s construction and maintenance of improvements to the Access Easement Area, Grantee hereby grants to Grantor and its successors and assigns a non-exclusive easement over, upon, and across that portion of Grantee’s Property shown cross-hatched on Exhibit “D” attached hereto and made a part hereof (the “Drive Apron Area”), for the purpose of enabling Grantor to construct and maintain an asphalt or concrete drive apron to stabilize the transition from Grantor’s Property to Grantee’s Property (the “Drive Apron Easement”); provided, however, Grantor shall not be required to construct such drive apron. The Drive Apron Easement may be used by Grantee and its employees, independent contractors, and agents for the purpose set forth above.

3. ** Interruption of Access.** Except as otherwise provided specifically in this Agreement, no walls, fences or barriers of any sort or nature shall be constructed or erected which would actually prevent reasonable access and movement of vehicular traffic to and from Grantee’s Property and U.S. Highway 290 across the Access Easement Area; provided, however, such access may be temporarily interrupted (a) during construction, maintenance and repair of parking areas, driveways, landscaping, sidewalks, pedestrian ways and other improvements and facilities existing from time to time on or within the Access Easement, (b) during an emergency, or (c) in order to avoid the possibility of dedicating the same for public use or creating prescriptive rights therein. Furthermore, curb stops and other reasonable traffic controls, including, without limitation, directional markers and parking stops, as may be reasonably necessary to guide and control the orderly flow of traffic may be installed. Grantor may, in Grantor’s sole discretion, and at any time hereafter, dedicate to the City of Elgin for use as public streets and rights-of-way any portion of Grantor’s Property, including, without limitation, the Access Easement Area.
4. **Indemnity.** Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, expenses, liabilities, losses, damages and costs (including attorneys' fees), and any actions or proceedings in connection therewith, incurred in connection with, arising from, due to or as a result of the death of any person or any accident, injury, loss or damage, howsoever caused, to any person or property in connection with, arising from, due to or as a result of the use by Grantee and/or its employees, independent contractors, consultants, tenants, agents, licensees or invitees, of the Access Easement. Grantee's indemnity obligation set forth in this Section 4 shall survive any termination of the Access Easement.

5. **Liability Insurance.** Grantee and any tenant of Grantee occupying all or part of Grantee's Property shall maintain general public liability insurance with a combined single limit coverage of at least $500,000.00 until such time as the Access Easement is terminated. Such policy shall be issued by an insurer reasonably acceptable to Grantor and shall name Grantor as an additional insured. Concurrent with the execution of this Agreement, Grantee shall deliver to Grantor an original certificate of liability insurance issued by the insurer, or a copy of Grantee's policy, evidencing the required coverage.

6. **Miscellaneous.**

   a. **Entire Agreement.** Notwithstanding any terms, provisions or conditions of any other documents or instruments to the contrary, this Agreement constitutes the entire agreement among the Parties hereto as to the subject matter hereof, and the Parties do not rely upon any statement, promise or representation not herein expressed.

   b. **Amendments.** Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by an agreement in writing signed by the Parties hereto.

   c. **Governing Law.** This Agreement shall be deemed to be a contract under the laws of the State of Texas which is performable in Bastrop County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

   d. **Counterparts.** To facilitate execution, this Agreement may be executed in an number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

   e. **Binding on Assigns.** This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

   f. **No Partnership.** Nothing contained herein shall be construed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. In addition, this Agreement is not intended to create any third party beneficiary except as otherwise provided.

   g. **Notices.** Any notice hereunder must be in writing, and shall be effective when deposited in the United States Mail, Certified (Return Receipt Requested), or with a recognized
overnight courier service, addressed to the parties as set forth below (or as may be designated from time to time as provided in this Section 6.g), or when actually received by the party to be notified, including electronically confirmed facsimile transmissions:

To Grantor:  
H.E. BUTT GROCERY COMPANY  
646 South Main Avenue  
San Antonio, Texas 78204  
Attention: Eric Moede  
Telephone: (210) 938-8932  
Facsimile: (210) 938-7788

To Grantee:  
HDF Investments, Ltd.  
6000 Lost Horizon Drive  
Austin, Texas 78759  
Attention: Helen Doris Clark Foster  
Telephone: 512-794-0207  
Facsimile: 

[SIGNATURES APPEAR ON FOLLOWING PAGE]
EXECUTED as of the date first written above.

GRANTOR:

H.E. BUTT GROCERY COMPANY

By: [Signature]
Name: Todd A. Piland
Its: Sr. Vice President

GRANTEE:

HDF INVESTMENTS, LTD., a Texas limited partnership

By: H.D. Foster Management, LLC
Its: General Partner

By: Helen Doris Clark Foster
Name: Helen Doris Clark Foster
Its: Manager

Exhibit "A" - Description of Grantor’s Property
Exhibit "B" - Description of Grantee’s Property
Exhibit "C" - Description of Access Easement Area
Exhibit "D" - Description of Drive Apron Area
STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on October 30, 2000, by Todd A. Piland, Sr. Vice President of H.E. BUTT GROCERY COMPANY, a Texas corporation, on behalf of said corporation.

Helen Garcia
HELEN GARCIA
NOTARY PUBLIC
State of Texas
Comm Exp 04-20-2001

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on October 25, 2000, by Helen Donis Clark Foster, Manager of H.D. Foster Management, LLC, a Texas limited liability company, general partner of HDH Investments, Ltd., a Texas limited partnership, on behalf of said partnership.

Jenny Jenkins
Notary Public, State of Texas
My Commission Expires 8-1-2006
EXHIBIT "A"

Description of Grantor's Property

FN NO. SA99-106.PVH
NOVEMBER 11, 1999
JOB NO. 50005-223.92

DESCRIPTION

OF A 7,000 ACRE (304,920 SQ. FT.) TRACT OF LAND SITUATED IN THE
CITY OF ELGIN, BASTROP COUNTY, TEXAS, BEING A PORTION OF THAT
CERTAIN TRACT OF LAND CONVEYED TO MYRON E. SAPPINTON, TRUSTEE,
AS EVIDENCED BY DOCUMENT OF RECORD IN VOLUME 1002, PAGE 112
OF THE DEED-RECORDS OF BASTROP COUNTY, TEXAS, AND CLEO KATHERINE KAY
HATTOX AS EVIDENCE BY DOCUMENT OF RECORD IN VOLUME 1002, PAGE 112
OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 7,000 ACRES
BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A 3/4-INCH IRON PIPE FOUND ON THE NORTH LINE OF
THE SOUTHERN PACIFIC RAILROAD FOR THE EAST CORNER OF THAT CERTAIN
TRACT OF LAND CONVEYED TO HDF INVESTMENTS, LTD. AS EVIDENCED BY
DOCUMENT OF RECORD IN VOLUME 954, PAGE 451 OF THE DEED RECORDS
OF BASTROP COUNTY, TEXAS;

THENCE, N39°22'00"W along the northeast line of said HDF
INVESTMENTS, LTD. tract, a distance of 425.04 feet to a 3/4 inch
Pipe found in the southeast line of said Sappinton-Hatton tract and
hereof for the north corner of said HDF Investments, Ltd. tract;

THENCE, N50°36'19"E along the southeast line of said Sappinton-
Hatton tract, a distance of 30.03 feet to a 1/2 inch iron rod
With a BPI cap set in the southwest line of U.S. Highway No. 290
(ROW varies) for the east corner of said Sappinton-Hatton tract and
the POINT OF BEGINNING hereof;

THENCE, S50°36'19"W leaving the southwest line of U.S. Highway
No. 290, along the southwest line of said Sappinton-Hatton
tract, same being the northwest line of said HDF Investments,
Ltd. tract, a distance of 644.89 feet to a 1/2 inch iron rod with
a BPI cap set in the northwest line of said HDF Investments, Ltd.
tract and from which a 3 inch galvanized pipe found in the north
line of the Southern Pacific Railroad for the southwest corner of
said HDF Investments, Ltd. tract, same being an exterior ell
corner of said Sappinton-Hatton tract, bears S50°36'19"W, a
distance of 150.95 feet;

THENCE, leaving the northwest line of said HDF Investments, Ltd.
tract over and across said Sappinton-Hatton tract, the following
five (5) courses and distances:

1)  N39°22'00"W, a distance of 580.00 feet to a 1/2 inch iron
rod with a BPI Cap set for the west corner hereof;

2)  N50°36'19"E, a distance of 9.89 feet to a 1/2 inch iron rod
with a BPI Cap set for a point of curvature of a curve to
the right, said curve having a radius of 475.00 feet, a central angle of 37°20'41"" and a chord which bears N69°16'40"E, a distance of 304.15 feet;

3) Along said curve to the right an arc length of 309.60 to a 1/2 inch iron rod with a BPI cap set for a point of reverse curvature of a curve to the left, said curve having a radius of 525.00 feet, a central angle of 37°20'41"", and a chord which bears N69°16'40"E, a distance of 336.16 feet;

4) Along said curve to the left an arc distance of 342.19 feet to a 1/2 inch iron rod with a BPI cap set for the end of said curve;

5) N50°36'19"E, a distance of 28.29 feet to a 1/2 inch iron rod with a BPI Cap set in the southwest line of U.S. Highway No. 290, same being the northeast line of said Sappinton-Hattox tract (for the north corner hereof, and from which a 1 inch iron pipe found for the east corner of that certain tract of land conveyed to Bo Stover Enterprises as evidenced by document of record in Volume 551, Page 667 of the Deed Records of Bastrop County, Texas, bears N39°22'00"W a distance of 161.56 feet.

THEREON, S39°22'00"E, along the southwest line of U.S. Highway 290, same being the northeast line of said Sappinton-Hattox tract and hereof, distance of 375.00 feet to the POINT OF BEGINNING, containing an area of 7.00 acres (304,920 sq. ft.) of land, more or less, within these metes and bounds.

I, DALE A. SMITH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.
EXHIBIT "B"

Description of Grantee's Property

A18 Burleson, Jonathan Acres 3.68. More fully described being 1.08 acres and 2.6 acres of land, more or less, situated in the J. Burleson Survey, and being a part of the 125 acre tract of land described by deed dated September 16, 1952, in conveyance from John S. Sloop to J.Z. Hattax as recorded in Volume 135, Pages 397-398 of the Deed Records of Bastrop County, Texas.
0.098 ACRES
(4,281 SQ. FT.)
30-FOOT ACCESS EASEMENT

Description of Access Easement Area

OF A 0.098 ACRE (4,281 SQ. FT.) TRACT OF LAND OUT OF THE J. BURLESON SURVEY, A-19, SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO MYRON E. SAPPINGTON, TRUSTEE, AS EVIDENCED BY DOCUMENT OF RECORD IN VOLUME 1002, PAGE 112 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND CLEO KATHERINE KAY HATTOX AS EVIDENCE BY DOCUMENT OF RECORD IN VOLUME 1002, PAGE 112 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.098 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMCNNG, at a 3/4 inch iron pipe found on the north line of the Southern Pacific Railroad for the east corner of that certain tract of land conveyed to HDF Investments, Ltd., as evidenced by document of record in Volume 954, Page 451 of the Deed Records of Bastrop County, Texas;

THENCE, N39°22′00″W along the northeast line of said HDF Investments, Ltd. tract, a distance of 425.04 feet to a 3/4 inch pipe found in the southeast line of said Sappinton-Hatton tract and hereof for the north corner of said HDF Investments, Ltd. tract;

THENCE, N50°36′19″E along the southeast line of said Sappinton-Hatton tract, a distance of 30.03 feet to a 1/2 inch iron rod with a BPI cap set in the southwest line of U.S. Highway No. 290 (ROW varies) for the east corner of said Sappinton-Hatton tract;

THENCE, N39°22′00″W continuing with the southwest line of U.S. Highway No. 90 (ROW varies), a distance of 24.00 feet to point on the southwest line of said Sappinton-Hatton tract; and the POINT OF BEGINNING hereof;

THENCE, S50°36′19″W, leaving the southwest line of U.S. Highway No. 290, crossing the said Sappinton-Hatton tract, distance of 88.73 feet to a point;

THENCE, S39°22′00″E, a distance of 24.00 feet to point in the northwest line of said HDF Investments, Ltd.;

THENCE, S50°36′19″W, with the southeast line of said Sappinton-Hatton tract and the northwest line of said HDF Investments, Ltd., a distance of 30.00 feet to a point;

THENCE, N39°22′00″W, leaving the southeast line of said Sappinton-Hatton tract and the northwest line of said HDF Investments, Ltd., a distance of 54.00 feet to a point;

THENCE, N50°36′19″E, a distance of 118.73 feet to point in the southwest line of U.S. Hwy 290;
THENCE, S39°22'00"E, along the southwest line of U.S. Highway 290, same being the northeast line of said Sappinton-Hatton tract and hereof, distance of 30.00 feet to the POINT OF BEGINNING, containing an area of 0.098 acres (4,281 sq. ft.) of land, more or less, within these metes and bounds.

I, DALE A. SMITH, a REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY SKETCH WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERS AND SURVEYORS
7330 SAN PEDRO, SUITE #130
SAN ANTONIO, TEXAS 78216

DALE A. SMITH
R.P.L.S #4412
STATE OF TEXAS
Attachment 3
Proposed Short Form Plat
Attachment 4
Site Rendering
Date: May 5, 2020

Applicant: Tack Development, LTD.

Representative: SAME

Hearing Dates: Planning & Zoning Commission – May 18, 2020

Location: Travis Co. Appraisal District PIN # 576925 (End of Eagles Landing Dr.)

APPLICATION SUMMARY
Consideration of a time extension for Eagles Landing Phase II Preliminary Plat.

DEVELOPMENT SERVICES DEPARTMENT COMMENTS
The original Eagles Landing Phase II Preliminary Plat was approved by the Commission on February 27, 2017 with the expiration of the Plat to occur within three (3) years of this date (February 27, 2020) in accordance with the old Subdivision Code. There was an option in this old Subdivision Code to seek an extension of one (1) additional year as approved by the Commission. Our Council passed a new subdivision code on December 3, 2019 which removed this extension and makes the life of preliminary plats only for two (2) years unless a final plat is recorded on all or a part of it. If a final plat is recorded on a part of it, then every (2) years there must be a final plat approved on a minimum ten percent (10%) of the area. Therefore, under the new Subdivision Code a final plat would need to have been recorded on all or part of the Preliminary Plat by February 27, 2019. There was never a final plat recorded on the original preliminary plat, hence it had expired, and a new preliminary plat needed approval from the Commission.

On February 19, 2020 the developers for the Eagles Landing Subdivision requested a one (1) year extension on the Phase II Preliminary Plat, unaware that a new subdivision code had been passed by the City. In a Staff response to the applicant, they were made aware this new Subdivision Code was in effect and an extension could not be granted for the originally approved Preliminary Plat. However, the applicant was made aware that under Chapter 245, Texas Local Government Code a vesting request could be granted by the City from portions of the new Subdivision Code.

On March 16, 2020 the applicant requested a vesting from Section 35-30.k under the new Subdivision Code, which expired their Preliminary Plat. In consultation with the City Attorney, City Staff granted this vesting request. Therefore, the three (3) year expiration date (on February 27, 2020) and ability to seek a one (1) year extension (until February 27, 2021) from the old Subdivision Code were valid as this was the Code in effect at the time. Because of the vesting approval, the timeframe extension was now valid and could be considered by the Commission.
Therefore, the applicant is requesting the Commission approve a one (1) year extension of the Eagles Landing Phase II Preliminary Plat with expiration to occur on February 27, 2021.

**STAFF ANALYSIS**

In review of the documentation provided with the packet, Staff has no issues or concerns with this request.

**ATTACHMENTS**

Additional information is provided through attached exhibits.

1. Staff Vesting Letter.
2. Approved Preliminary Plat.
Attachment 1
Staff Vesting Letter
March 3, 2017

SREF Eagles Landing, LP
2944 N 44th Street, Suite 250
Phoenix, AZ 85018-7290

Dear Sir or Madam:

The City of Elgin Planning and Zoning Commission met on Monday, February 27, 2017 to review the proposed Concept Plan and proposed Preliminary Plat for the Eagles Landing Subdivision, Phase 2 which was submitted by Jacobs Engineering Group, Inc. on your behalf.

The outcome of that meeting was the approval of both the Conceptual Plan and the Preliminary Plat. An unofficial (unsigned) copy of the minutes from that meeting are attached. Per Chapter 36, Section 30(g), City of Elgin Code of Ordinances; the approval of a preliminary plat expires at the end of three years. The code also states that if a written request from the subdivider is received prior to the end of the three-year period, the planning and zoning commission may grant an extension for up to one additional year.

Please do not hesitate to call our office if you require additional information on this matter.

Sincerely,

[Signature]

Director of Planning and Development

Cc: Jenilee Mead, Jacobs Engineering Group, Inc.
February 19, 2020

City of Elgin Planning Department
310 N Main St.
Elgin, TX 78621

Eagle’s Landing Phase II

Dear Sir or Madam:

The approved Conceptual Plans and Preliminary Plat for Eagle’s Landing Phase II is set to expire on February 27th, 2020. We officially request an extension of the expiration by one year for the Conceptual and Preliminary Plat.

Sincerely,

Tim Timmerman
President
Mr. Reed:

This is a response to your letter from 2/19/2020 that was sent by email. In December 2019, the City Council approved a new subdivision ordinance. This ordinance replaced the previous subdivision ordinance which allowed for an extension of the plat and expiration of concept plans.

The Concept Plan under the new Subdivision Ordinance is not expired and is still active because a preliminary plat was originally approved before the two (2) year expiration date of February 27, 2019 (Sec. 36-29.l, City Code). Therefore, the City accepts this Plan is still active.

The Preliminary Plat under the new Subdivision Ordinance has expired because a final plat was not approved on all or a portion of the preliminary plat by February 27, 2019 (Sec 36-30.k, City Code). Another preliminary plat must be approved before any final plat may be approved in the area of the preliminary plat. Preliminary plat and final plat applications could be filed concurrently and scheduled for the same meeting if desired by the applicant.

It is recognized by the City that regulations exist under Chapter 245, TLGC regarding a vesting. If a vesting is desired from Section 36-30.k expiring the preliminary plat please indicate on letterhead that you wish to claim a vesting under Chapter 245, TLGC and indicate how it meets these standards. Once that information is received, we will research this item and respond accordingly with the request.

I’ve included your original letter and the letter sent from the City when the Concept Plan and Preliminary Plat was originally approved on February 27, 2017 as an attachment.

David Harrell, AICP
Development Services Director
Development Services Dept.
City of Elgin, TX
Direct: 512-229-3254
Main: 512-285-6641
Melissa-

Please see the attached request for extension of the Eagle’s Landing Phase II Conceptual Plan and Preliminary Plat. Please let me know if this needs to be mailed or hand delivered as well.

Thanks,

Blake Reed
512-496-8668
March 16, 2020

City of Elgin Planning Department
310 N Main St.
Elgin, TX 78621

RE: Eagle's Landing Phase II Extension Request

Dear Mr. Harrell:

I am writing you in response to your email dated 2/28/2020. On 2/19/2020, we requested an extension of the preliminary plat and related vesting based on the procedures outlined in the letter provided with the approval of the preliminary plat by the city. This letter states the preliminary plat can be extended by 1 year if received before the expiration of the preliminary plat. As we submitted the request for extension in advance of the plat expiring, we feel we are vested under Chapter 245 of the Texas Local Government Code and the related city code.

Sincerely,

Tim Timmerman
President
March 26, 2020

RE: Vesting Request for Concept Plan & Preliminary Plat for Eagles Landing Phase II.

To Whom It May Concern:

The City of Elgin is now operating under a new subdivision ordinance that was passed by the City Council on December 3, 2019. This ordinance replaced the previous subdivision ordinance which allowed for an extension of the preliminary plat and concept plan beyond the original expiration timeframe.

The Concept Plan under the new Subdivision Ordinance is not expired and is still active because a preliminary plat was originally approved before the two (2) year expiration date of February 27, 2019 (Sec. 36-29.1, City Code). Therefore, the City accepts this Plan is still active and not needing a vesting determination.

Under the new subdivision ordinance the Preliminary Plat has expired because a final plat was not approved on all or a portion of the preliminary plat by February 27, 2019 (Sec 36-30.k, City Code). On March 16, 2020 a letter was submitted from Tack Development, LTD seeking a vesting from Section 36-30.k, City Code since the original permit filing for the Preliminary Plat occurred before the new Subdivision Ordinance took effect.

In researching this item, it is my opinion that the Preliminary Plat approved by the Planning & Zoning Commission on February 27, 2017 is vested pursuant to Ch. 245, TLGC, since it predates December 3, 2019. Therefore, under the rules in effect at the time, an extension can be requested if a letter is received by the Development Services Department by February 27, 2020. Initially the City received this letter for a concept plan and preliminary plat extension on February 19, 2020 asking for the maximum period of one (1) year allowed by the rules in effect at the time. Since the preliminary plat vesting has been determined and the extension letter submitted in the allowed timeframe the City will set this item for the next available Planning & Zoning Commission meeting date.

Respectfully,

[Signature]

David Harrell, AICP
Development Services Director
Attachment 2
Approved Preliminary Plat
CAUTION: CONTRACTOR TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

WARNING! THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AVOIDING ALL EXISTING UTILITIES BY CALLING TEXAS ONE CALL SYSTEM @ 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
MINUTES
PLANNING AND ZONING COMMISSION
PUBLIC HEARING-REGULAR MEETING
MONDAY, FEBRUARY 27, 2017 – 6:30 PM

1. CALL TO ORDER Chairman Antonio Prete called the meeting to order at 6:33 PM.

PRESENT: Geno Chavarria, Antonio Prete, Dorothy McCarther, David Lanford, Rudy L. Ramirez, Staff: Gary N. Cooke, Melissa Lipiec, Carlos Navejas, Michael Hinds, Beau Perry-TRC Solutions

ABSENT: Ronnie Crepon, Brian Lundgren

Guest: Jenilee Mead of Jacobs Engineering Group, Inc., Barbara and Richard Ibis of 18812 Imperial Eagle Ln (left before the meeting officially started).

2. PUBLIC COMMENT: None

3. MINUTES: The minutes were reviewed and David Lanford made a motion to approve the minutes of the November 28, 2016 meeting as presented and Geno Chavarria seconded the motion. The motion passed with a vote of six (5) for and zero (0) against.

4. UNFINISHED BUSINESS
1. Franz Addition Corrections: Gary N. Cooke reminded the commission of the corrections that had been required of the Preliminary and Final plats and stated that they have been made. Geno Chavarria made a motion to approve both the Preliminary and the Final Plats of the Franz Addition as corrected. David Lanford seconded the motion and a vote was taken. The motion passed with a vote of five (5) for and zero (0) against.

5. NEW BUSINESS
1. REVIEW AND TAKE ACTION ON A CONCEPTUAL PLAT SUBMITTED BY JACOBS ENGINEERING GROUP, INC. FOR SREF EAGLES LANDING, LP, THE OWNERS OF THE PROPERTY LOCATED A ABS 518, SUR 65 MARTIN H, ACR 27.510, CITY OF ELGIN, TRAVIS COUNTY, TEXAS TO DIVIDE THEIR PROPERTY INTO ONE HUNDRED AND TWENTY-SIX (126) LOTS TO BE KNOWN AS “EAGLES LANDING SUBDIVISION PHASE 2”. Gary N. Cooke informed the Commission that the Final Plat for Phase 2 had been approved by the Commission back in November of 2003. The owners have decided to re-plat eliminating the zero lot line duplexes. He noted that the proposed Conceptual Plat has been reviewed by Beau Perry and found to conform to the City’s Subdivision requirements. Gary N. Cooke asked how many letters had been sent out. Melissa Lipiec responded that a total of forty-five (45) notices were sent to adjoining property owners. Antonio Prete stated that a tie across Carlson Lane was required in order to verify R.O.W. and that no curb returns were shown on Isidor’s Eagle Way. He also noted that lots 57 and 55 of Block B in Tawny Eagle’s Court did not have the required 35 feet of street frontage. Jenilee Mead of Jacobs Engineering Group, Inc. was at the meeting and made note of the required corrections. David Lanford made a motion to approve the Conceptual Plat of the Eagles Landing Subdivision, Phase 2 with the noted corrections. Dorothy McCarther seconded the motion and a vote was taken. The motion passed with a vote of five (5) for and zero (0) against.

2. REVIEW AND TAKE ACTION ON A PRELIMINARY PLAT SUBMITTED BY JACOBS ENGINEERING GROUP, INC. FOR SREF EAGLES LANDING, LP, THE OWNERS OF THE PROPERTY LOCATED A ABS 518, SUR 65 MARTIN H, ACR 27.510, CITY OF ELGIN, TRAVIS COUNTY, TEXAS TO DIVIDE THEIR PROPERTY INTO ONE HUNDRED AND TWENTY-SIX (126) LOTS TO BE KNOWN AS “EAGLES LANDING SUBDIVISION PHASE 2”. Antonio Prete pointed out that several lots in Blocks J and I were showing building foundation outlines that appeared to encroach on
setbacks. Beau concurred and stated that it appeared that a layer needed to be turned off. Jenilee Mead made note of the issue. After a bit more discussion David Lanford made a motion to approve the Preliminary Plat of the Eagles Landing Subdivision, Phase 2 with the noted corrections. Rudy L. Ramirez seconded the motion and a vote was taken. **The motion passed with a vote of five (5) for and zero (0) against.**

6. **EXECUTIVE SESSION:** None

6. **ANNOUNCEMENTS:** Melissa Lipiec announced that no submittals had been received by the deadline for the March meeting. She also reported that staff has decided to wait for engineering approval prior to setting agendas. Antonio Prete asked about the possibility of having another workshop. Gary N. Cooke will talk to the City Attorney about having a Zoning Workshop soon.

7. **ADJOURNMENT:** 7:06 PM

[Signature]

**Antonio Prete**
Chairman, Planning and Zoning Commission

ATTEST:

[Signature]

Gary N. Cooke
Secretary, Planning and Zoning Commission