



Notice and Agenda of Uhland City Council Special Meeting
Wednesday, April 14, 2021 at 6:00 p.m.
City Hall Council Chambers, 15 North Old Spanish Trail, Uhland, Texas

Notice is hereby given that the City Council of the City of Uhland, Texas will hold a meeting 100% via Zoom Conference. Attendees may attend the meeting remotely by web or telephone. Meeting login details may be found below.

On March 16, 2020, and until further notice or until the state disaster declaration expires, the Governor of the State of Texas has suspended certain sections of the Texas Open Meetings Act. Therefore, this meeting is hereby posted and will be held in accordance with those sections of the Texas Open Meetings Act in effect as of the date of the posting of this agenda.

Karen Gallaher is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/83164713421?pwd=ZktBWm5lYnNDRFA3cnpYbFRWenRlZz09>

Meeting ID: 831 6471 3421

Passcode: 240545

One tap mobile

+13462487799,,83164713421#,,,,*240545# US (Houston)

+16699009128,,83164713421#,,,,*240545# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 831 6471 3421

Passcode: 240545

Find your local number: <https://us02web.zoom.us/j/kexKRjHBDw>

A. CALL TO ORDER

1. Roll Call
2. Declaration of Quorum

B. PUBLIC COMMENTS

All participants and speakers are hereby reminded of the City's Decorum and Public Comment Policy. Due to the remote nature of this meeting all public comment speakers must submit public comments to the City Administrator at city@uhlandtx.us by providing their name, and contact information they wish to be made public, as well as the name and date of the meeting and each topic they wish to speak about no later than one (1) hour **PRIOR** to the start of the scheduled meeting. All speakers will be allowed to speak for three (3) minutes on each topic for which they properly submitted.

Public comments on agenda items will be taken at the time each topic is called.

At this time, public comments will be taken from the audience on any topic NOT listed on the agenda. **No discussion or formal action will be taken at this meeting on topics not on the agenda.** Inquiries about matters not listed on the agenda should be directed to City Staff following the meeting.

C. PUBLIC HEARING

Public hearings are for public information and input **ONLY**. No formal action will be taken at this meeting on the items discussed under this heading unless such action is otherwise listed on this agenda as an action item. The hearing(s) will be opened to receive an introduction / report / information from City Staff, then the applicant (if applicable) will be given an opportunity to speak, and then any other interested person(s) will be given an opportunity to provide comment on the hearing topic.

1. Annexation of 81.140 acres, more or less, including the abutting streets, roads, and rights-of-way, located adjacent to State Highway 21 and Grist Mill Road, in Hays County, Texas, and adoption a municipal service plan
2. Zoning application by Ranch Road Watermill LLC, to assign original zoning to approximately 88.286 acres of land located in the August Reuss Survey number 86 abstract 398, Hays County Texas, located at the SW Corner of Gristmill Road and Hwy 21. The applicant proposes to zone the property to Planned Development District with the use of mixture of single family residential and commercial retail uses. (Watermill)
3. Authorization and Creation of the Watermill Public Improvement District in accordance with Chapter 372, Texas Local Government Code

4. Authorization and Creation of the Wayside Public Improvement District, in accordance with Chapter 372, Texas Local Government Code

D. CONSENT AGENDA

The following routine, clerical, and administrative items require no public hearing and are anticipated to require little or no individualized discussion by the City Council. It is intended that these items will be acted upon with a single motion as a collective, singular item. A City Council Member may request separate deliberation for a specific item or items at which time that item or items will be removed from the consent agenda for discussion as a regular agenda item. Prior to a vote, the City Council may add to the consent agenda an item or items listed elsewhere on the regular agenda.

- 1) March 10, 2021 Special Council Meeting Minutes

E. ANNOUNCEMENTS

Announcements include items of community interest, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of public officials, public employees, or other citizens; reminders on upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public's health and safety which have arisen after the posting of the agenda. No action will be taken, or in-depth discussion will occur on any announcement.

F. CITY STAFF REPORTS

Staff reports include briefings on pending matters from City officials or City staff.

G. DISCUSSION ONLY ITEMS

Items listed under this heading are for discussion purposes ONLY. No formal action will be taken at this meeting on the items discussed under this heading.

1. Receive report from P3 Works for the review of developer assumptions and PID feasibility for the proposed Anderson Park Public Improvement District
2. Public Improvement District Policy
3. Development Agreement for the Watermill Public Improvement District
4. Ordinance Annexing 81.140 Acres of land, more or less, including abutting streets, roads, and rights-of-way, located in Hays County, Texas, and approving a municipal services plan
5. Ordinance Zoning approximately 88.286 acres of land located in the August Reuss Survey number 86 abstract 398, Hays County Texas, located at the SW Corner of Gristmill Road and Hwy 21 to the Watermill Planned Development District.

H. DISCUSSION AND POSSIBLE ACTION ITEMS

Items listed under this heading are for discussion and possible action.

1. Anderson Park Public Improvement District and Development
2. Dissolution Agreement for the Watermill Public Improvement District
3. Dissolution Agreement for the Wayside Public Improvement District
4. Resolution Authorizing and Creating the Watermill Public Improvement District in accordance with Chapter 372, Texas Local Government Code
5. Resolution Authorizing and Creating the Wayside Public Improvement District in accordance with Chapter 372, Texas Local Government Code
6. Variance request from Ordinance 245 to allow mass grading to Harvest Creek in advance of the Final Plat
7. Selection of Financial Advisor and Authorize Mayor to Negotiate and Execute Financial Advisor Agreement
8. Selection of Team to Interview Bond Counsel Candidates

I. EXECUTIVE SESSION

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purposes of 1) consultation with *legal* counsel pursuant to Chapter 551.071 of the Texas Government Code, 2) deliberation regarding *real property* pursuant to Chapter 551.072 of the Texas Government Code, 3) deliberation about *Gifts and Donations* pursuant to Chapter 551.073 of the Texas Government Code, 4) discussion of *personnel matters* pursuant to Chapter 551.074 of the Texas Government Code, 5) deliberation regarding the deployment, or specific occasions for implementation of *security* personnel or devices pursuant to Chapter 551.076 of the Texas Government Code, 6) deliberation regarding *economic development* negotiations pursuant to Chapter 551.087 of the Texas Government Code. **Action, if any, on topics discussed will be taken in open session.**

J. ATTENDANCE BY OTHER ELECTED OR APPOINTED OFFICIALS

It is anticipated that members of other city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission and/or committee subject to the Texas Open Meetings Act.

K. ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice and Agenda of Meeting of the Uhland City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, on the following date and time indicated, and remained so posted continuously for 72 hours preceding the scheduled time of said meeting.

Kimberly Weatherford Posted: April 9th, 2021 at 12:18 a.m. / p.m.
Kimberly Weatherford, City Secretary

In compliance with the Americans with Disabilities Act, the City of Uhland will provide reasonable accommodations for persons attending City Council meetings. Braille is not available. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Kimberly Weatherford, City Secretary, at 512-398-7399 or email citysecretary@uhlandtx.us.



**Notice and Agenda of Uhlend City Council Special Meeting Minutes
Wednesday, March 10, 2021 at 6:00 p.m.**

City Hall Council Chambers, 15 North Old Spanish Trail, Uhlend, Texas

Notice is hereby given that the City Council of the City of Uhlend, Texas will hold a meeting 100% via Zoom Conference. Attendees may attend the meeting remotely by web or telephone. Meeting login details may be found below.

On March 16, 2020, and until further notice or until the state disaster declaration expires, the Governor of the State of Texas has suspended certain sections of the Texas Open Meetings Act. Therefore, this meeting is hereby posted and will be held in accordance with those sections of the Texas Open Meetings Act in effect as of the date of the posting of this agenda.

A. CALL TO ORDER

1. Roll Call
Present: Naomi Schrock, Brian Heideman, Daniel Heideman, & Mark Garonzik
Absent: Mayor & Jessica Hodge
2. Declaration of Quorum

B. PUBLIC COMMENTS

All participants and speakers are hereby reminded of the City's Decorum and Public Comment Policy. Due to the remote nature of this meeting all public comment speakers must submit public comments to the City Administrator at city@uhlandtx.us by providing their name, and contact information they wish to be made public, as well as the name and date of the meeting and each topic they wish to speak about no later than one (1) hour **PRIOR** to the start of the scheduled meeting. All speakers will be allowed to speak for three (3) minutes on each topic for which they properly submitted.

Public comments on agenda items will be taken at the time each topic is called.

At this time, public comments will be taken from the audience on any topic NOT listed on the agenda. **No discussion or formal action will be taken at this meeting on topics not**

on the agenda. Inquiries about matters not listed on the agenda should be directed to City Staff following the meeting.

C. PUBLIC HEARING

Public hearings are for public information and input ONLY. No formal action will be taken at this meeting on the items discussed under this heading unless such action is otherwise listed on this agenda as an action item. The hearing(s) will be opened to receive an introduction / report / information from City Staff, then the applicant (if applicable) will be given an opportunity to speak, and then any other interested person(s) will be given an opportunity to provide comment on the hearing topic.

D. CONSENT AGENDA

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E. ANNOUNCEMENTS

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F. CITY STAFF REPORTS

Staff reports include briefings on pending matters from City officials or City staff.

G. DISCUSSION ONLY ITEMS

Items listed under this heading are for discussion purposes ONLY. No formal action will be taken at this meeting on the items discussed under this heading.

- 1) Receive report from P3 Works for the Review of Developer Assumptions and PID Feasibility for the Proposed Watermill Public Improvement District.
Scott Miller & Jon Snyder with P3 Works gave a brief description of Watermill PID.
- 2) Receive report from P3 Works for the Review of Developer Assumptions and PID Feasibility for the Proposed Wayside Public Improvement District.
Scott Miller & Jon Snyder with P3 Works gave a brief description of Wayside PID.

H. DISCUSSION AND POSSIBLE ACTION ITEMS

Items listed under this heading are for discussion and possible action.

- 1) A Resolution Accepting a Petition Requesting the Creation of the Watermill Public Improvement District and calling for a public hearing
Motion was made to pass resolution by Brian Heideman seconded by Mark Garonzik, All Ayes
- 2) A Resolution Accepting a Petition Requesting the Creation of the Wayside Public Improvement District and calling for a public hearing
Motion was made to pass resolution by Brian Heideman seconded by Mark Garonzik, All Ayes
- 3) A Resolution Accepting a Petition Requesting Annexation of Approximately 88.286 Acres, more or less, located in Hays County, Texas, and setting an annexation schedule
Paige Saenz, with The Knight Law Firm gave a brief description of the Resolution to Petition Requesting Annexation. Motion was made to pass resolution by Brian Heideman seconded by Daniel Heideman, All Ayes

I. EXECUTIVE SESSION

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551.087 of the Texas Government Code. ***Action, if any, on topics discussed will be taken in open session.***

J. ATTENDANCE BY OTHER ELECTED OR APPOINTED OFFICIALS

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K. ADJOURNMENT @ 6:52 p.m.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice and Agenda of Meeting of the Uhland City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, on the following date and time indicated, and remained so posted continuously for 72 hours preceding the scheduled time of said meeting.

_____ Posted: _____, 2021 at _____ a.m. / p.m.
Karen Gallaher, City Administrator

In compliance with the Americans with Disabilities Act, the City of Uhland will provide reasonable accommodations for persons attending City Council meetings. Braille is not available. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Karen Gallaher, City Administrator, at 512-398-7399 or email city@uhlandtx.us.

Anderson Park Community Benefits

- 8.3-acre Public Park Space
 - 4.6 acres of Active Parkland with Improvements
 - Pavilion/Picnic area, trails, open sports fields
 - Dedicated to the City upon completion for resident use
 - 3.7 acres of Passive Open Space with Improvements
 - Detention/Water Quality area with trails
 - Dedicated to the City upon completion for resident use
 - All public park space is maintained by the Anderson Park HOA at no expense to the City
- Improved aesthetics along Highway 21 including community monumentation
- Landscape, walls, and sidewalk improvements to High Road frontage
- 4.2 acres of commercial providing 2 retail pad sites, already zoned GB and within the City Limits
 - Development of residential will encourage commercial at this location
 - Commercial remains outside of the PID boundary making it a more desirable to developers
- Architectural Design Standard control within the proposed Development Agreement consistent with PDD's approved for other developments
- Planning & Zoning Commission recommendation of approval for DA and PID June 17, 2020 including \$500,000 of net PID bond proceeds paid to the City of Uhlend
 - Two equal payments of \$250,000
 - Payments made concurrently with receipt of the bond proceeds

Exhibit "B"



Public Improvement District Policy Draft

A Public Improvement District ("PID") in accordance with Texas Local Government Code Chapter 372, provides the City of Umland ("the City") an economic development tool that finances the costs of public improvements that benefit a definable part of the City or its ETJ. A PID may be located either within the City's corporate limits or within its extra-territorial jurisdiction. PIDs allow the costs of public improvements to be borne by those who receive special benefits from the improvements.

The purpose of this PID policy is to outline the policies and procedures the City will use to consider whether creation of a PID, the levy of PID assessments, and issuance of PID bonds is in the best interest of the City. Any aspect not specifically addressed by this policy will be considered on an individual project basis.

The City may, on a case-by-case project basis, waive a requirement of this policy if it does not conflict with state or federal law. Any requirements waived shall be noted in the resolution approving the PID petition, or other relevant document, and must include a finding that the waiver is in the best interest of the City.

Location

The City will consider a petition for formation of a PID within the City's corporate limits and within its extra-territorial jurisdiction ("the ETJ"). For projects within the ETJ:

1. a development agreement must be entered into prior to the levy of assessments requiring (i) compliance with the City's development standards, (ii) City building permits, and (iii) easements over City streets to enable the City to collect franchise fees;
2. a maintenance assessment will be required to maintain roads funded by the PID at the City's standards only if such roads are not maintained to City standards by another public jurisdiction; and

a separate services assessment for police and/or fire services may be required if the City determines it is in its best interest unless such services are being provided by another public jurisdiction.

Application Fee and Professional Services Reimbursement Agreement

A non-refundable application fee of \$20,000.00 is required at the time a petition is filed. If the City determines it is in its best interest to establish a PID, a Professional Services Reimbursement Agreement will be entered into with the developer. The Professional Services Reimbursement Agreement will require the developer to deposit additional funds in the amount of \$45,000 (in addition to the amounts already required to pay for the City's costs for staff including the City Attorney, City Engineer and City Planning staff) to pay for third party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Trustee, Underwriter, Appraiser, and Market Study Analysts. An additional \$25,000 deposit will be required to be deposited by the developer when the deposit balance reaches \$10,000. The unused balance will be returned to the developer. The developer may recover the professional fee deposit at bond closing.

Development Standards

The City will consider petitions for PID projects that support real estate developments which confer benefits to the City to a degree that is superior to benefits typically generated by projects that do not involve PID financing.

1. The project must include improvements that enhance the City's master plan, including the City's thoroughfare plan and water and wastewater plans (improvements must exceed current subdivision regulations) and advance the City's trail and park plans.
2. Any improvements that are offsite or are part of the City's master plans must obtain approval from the City Engineer prior to being included in the PID.
3. Preference will be given to high quality projects that exceed the City's subdivision requirements for overall design, building standards and amenities with enhanced landscaping and appealing architecture throughout.
4. Preference will be given to mixed use projects that include a mix of residential and commercial uses.
5. Preference will be given to projects where an average home price is expected to exceed other surrounding new home community pricing by \$_____.
6. Preference will be given to projects within the ETJ that voluntarily annex into the City's corporate limits.

[See Exhibit "A" for Additional Example Terms]

Collection of Assessments

Prior to the levy of assessments, the City will enter into an agreement with the County to include the annual PID installments on the County Tax Bill.

Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the petitioner to comply with the following:

1. Landowner's Agreement to be recorded in the Official Public Records of the County in which the PID is located.
2. Signage at major entryways and exits.
3. Signage and information flyers in any sales centers within the PID that include:
 - a. Frequently Asked Questions
 - b. Total Assessment
 - c. Average Annual Installment
 - d. Equivalent Tax Rate
4. Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City
5. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.
6. Any additional disclosures required by law governing PID's that may be adopted from time to time.

City Consultants

The City will independently select a Bond Counsel, Financial Advisor, PID Administrator, Trustee and Market Study Analyst. With input by the Developer, the City will select an Underwriter and Appraiser. The City's PID Administrator, in conjunction with the developer's PID Consultant, will draft the Service and Assessment Plan and prepare all annual updates.

Maximum Assessment

The annual PID installment shall not exceed an amount that increases the expected total equivalent tax rate upon buildout above \$_____ per \$100 of assessed value. A true-up calculation will be performed at each bond issuance and upon filing of a final plat to ensure that the maximum assessment is not exceeded, which may result in a mandatory prepayment from the developer.

Assessment Term/Bond Term

The maximum term of a PID assessment is not to exceed 30 years and the assessment term must equal the bond term.

PID Bonds

The following performance standards shall apply to PID bonds:

1. Minimum appraised value to lien ratio of 3:1.
2. All improvements to be funded with PID bonds must be fully engineered and bid. A competitive bidding process with at least three bids will be required.
3. Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds. The form of committed capital (cash deposit, letter of credit or bank/equity commitment) will be determined by the City on a case-by-case basis on advice from its Financial Advisor.

CITY OF UHLAND, TEXAS

By: _____
_____, Mayor

Date:

ATTEST:

Karen Gallaher, City Administrator

Exhibit A

Additional Terms for PID (From Travis County PID Policy)

- (a) Subject to the requirements of this chapter, the Commissioners Court will consider approval of a petition for a PID only if the PID supports real estate development projects that provide for community benefits to a degree that is superior to the level of community benefits typically generated by real estate development projects that do not involve PID financing, such as, but not limited to the following:
 - (1) Projects that will generate primary employment or other long-term economic development benefits to the County, above and beyond the economic development benefits generated by hiring short-term workers to construct the project supported by the PID.
 - (2) Improvements or Services that advance Approved Master Plans. Projects that create or enhance parks, hike and bike trails, recreational facilities, open space benefits, etc. that exceed what is required by applicable development regulations
 - (3) Projects that provide innovative, exceptional benefits to improve the public roadway network in the County other than the projects internal streets.
 - (4) Projects featuring excellence in community design, including well- connected streets, humane public spaces, on-site amenities, and a mix of land uses in walking distance.

Additional Requirements:

- (a) The County will authorize PID bond proceeds only to pay the costs of PID improvements that have been designed and constructed to the applicable standards of the government entity responsible for them. For construction of PID improvements, the petitioner will be paid for costs incurred as construction progresses, but no more frequently than monthly.
- (b) Before the County will levy a PID assessment or authorize issuance of PID bonds, the PID Petitioners and the County must enter into a PID agreement that establishes:
 - (1) the basic terms and conditions for creation of the PID, including the provision of community benefits, compliance with the requirements of this policy, and monitoring and enforcement of those requirements;
 - (2) payment or reimbursement to the County of both the County's one-time and ongoing administrative and operational costs;
 - (3) the financing of the PID improvements and the payment of assessment revenue or PID bond proceeds to pay the costs of the PID improvements;
 - (4) the planning, development, construction, management, and maintenance of the

PID improvements, including review and approval by, and any interlocal agreements between the County and, the government entities ultimately responsible for the PID improvements;

- (5) terms and conditions for ongoing PID administration, operation, and management, including collection of PID assessments;
- (6) any Services to be funded by the PID; and
- (7) other related matters.

(a) Before the County will levy PID assessments or authorize issuance of PID bonds, the petitioners must provide the following.

- (1) A fair market value appraisal of property in the PID by an independent third-party appraiser acceptable to the County.
- (2) Any plan for phasing of both the real estate development supported by the PID and construction of public improvements in the development.
- (3) Any reports prepared by independent, third-party subject matter experts (e.g., engineers) as agreed upon by the County, PID Petitioner, and underwriter.

(b) Before the County will levy PID assessments or authorize issuance of PID bonds, contracts must be executed for:

- (1) Collection of PID assessments; and
- (2) Third party administration and management of the PID.

(c) Property in the PID owned by Travis County shall not be subject to PID assessments. Property in the PID owned by another governmental entity may be assessed only pursuant to an interlocal agreement between the entity and the County.

(d) The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund:

- (A) actual costs of the qualified PID improvements;
- (B) required reserves and capitalized interest during the period of construction; however, interest shall not be capitalized for more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds; and
- (C) costs of issuance, arbitrage, rebate compliance, administrative fees, third party fees, or other costs related to issuance.

(e) The PID bond reserve fund shall be funded from bond proceeds, letter of credit, or a surety policy at the time bonds are issued, as negotiated by the County and the bond underwriter.

DRAFT

- (f) The County will apply to PID bonds the same post-issuance compliance requirements the County applies to its general obligation and certificate of obligation debt.
- (g) The timing of reimbursement of construction costs (during the construction period or after construction is complete) will be established by the County and petitioner based on financial considerations specific to the PID.

481.01 Audit Requirements

Upon reasonable prior written notice, the County shall have the right during normal business hours to audit and inspect the records, books, and all other relevant records of the third party administrator and the Petitioners related to Services and public improvements financed by the PID.

**DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR WATERMILL**

This Development Agreement Establishing Development Standards for the **Watermill** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 2021, by and between the **City of Uhland, Texas**, a Texas home rule municipal corporation (the "City"), and **Ranch Road Watermill LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 88.286 acre tract located in the City Uhland, Hays County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for a mixed-use development as shown on the Concept Plan in Exhibit B (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.
- (d) The Parties desire to provide for the creation of a Public Improvement District (a "PID") on the Property, which will allow the Development to occur at a more efficient and cost-effective level, and the Parties acknowledge that the City will benefit from the creation and implementation of the PID.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.

- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 8.

Section 3. Development Standards.

- (a) **Development Requirements.** The exterior elevations of the residential homes shall comply the standards as set forth in Exhibit "C" Residential Development Standards. The exterior elevations of the commercial buildings shall comply with the standards as forth in Exhibit "D" Commercial Development Standards.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.
- (c) **Application Review.** The City shall cooperate with the Developer to expeditiously process and review all development applications related to the Development, and shall not allow any approval to be unreasonably withheld, conditioned, or delayed.

Section 4. Community Benefits. The developer shall provide the following community benefits as part of the development of the project as described in Exhibit "E" Community Benefits.

Section 5. Development of the Property.

- (a) Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations").
- (b) Developer shall have statutory authority to develop the Development on the Property in accordance with the terms of this Agreement. Developer shall be deemed vested (and rights shall accrue) from the Effective Date of this Agreement up until the termination date

of this Agreement. This Agreement shall constitute the first permit in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code. If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control. A vested right under this Agreement shall not apply to regulations mandated by state or federal law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Development after the Effective Date of this Agreement.

- (c) In consideration of Developer's agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (i) any moratorium on the building or development of the Development or (ii) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, construction plans or other necessary approvals, for the Development. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

Section 6. Public Improvement District. The Developer has submitted to the City a petition to create a PID. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to create the PID and to levy the Assessments (as defined in a service and assessment plan pursuant to chapter 372 of the Texas Local Government Code ("SAP")). The City may approve the SAP providing for the levy of Assessments on the Property. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll for public inspection, the City will levy special assessments against the Property. Promptly following preparation and approval of a Service and Assessment Plan acceptable to the City and subject to the City Council making findings that the public improvements authorized by the PID (the "Authorized Improvements") confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions. If the PID is created, the City will reimburse eligible Project Costs as defined in the Texas Local Government Code, Chapter 372, Section 372.003, which are deemed substantially complete by the City for public improvement infrastructure, with funds received by the City from the initiation of a PID assessment. Such reimbursement shall be outlined in a future Reimbursement Agreement between the Parties to reflect specific reimbursement amounts. Any municipal bonds issued for the PID must comply with all applicable laws. The City, other than as described in the applicable PID Bond ordinance, is in no way responsible for repayment of debt on such bonds. If the City issues PID bonds, the City is only responsible for payments for costs of Public Improvements from PID bond proceeds and/or revenues to be generated by the levy and collection of assessments within the PID.

Section 7. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Developer may, in its sole and absolute discretion, assign this Agreement with respect to all or a portion of the Property from time to time to a purchaser of all or a portion of the Property, without the prior written consent of the City, so long as: (i) the assignment is in

writing; (ii) the assignment provides that the assignee assumes such assigned rights and obligations without modification or amendment; (iii) the assignment is executed by Developer and the assignee; and (iv) Developer provides a copy of the fully executed assignment to the County within five (5) business days after the effective date of the assignment. Upon such assignment with respect to all or a portion of the Property, Developer shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement relating to the portion of the Property conveyed to the assignee to which this Agreement is so assigned. A default by any subsequent partial assignee shall not constitute a default by Developer under this Agreement.

- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Hays County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.
- (c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment under this Section 7 unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is an assignment pursuant to this Section 7.

Section 8. 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. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 9. 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.

Section 10. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 11. 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.

Section 12. Force Majeure.

- (a) 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.
- (b) 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.
- (c) 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.

Section 13. Notices. Any notice to be given hereunder by any 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 address 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 Uhland
Attn: City Manager

City of Uhland, Texas _____
Hays County

with copy to:

The Knight Law Firm, LLP

Attn: Paige H. Saenz, Partner
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Travis County

Any notice mailed to the Developer shall be addressed:

Ranch Road Watermill LLC
Attn: Scott Miller, Manager
2113 Estes Park Drive
Southlake, TX 76092
Smiller@ranchroaddevelopment.com

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

Section 14. 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. 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, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 15. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 16. 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.

Section 17. 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 pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 18. No Third Party Beneficiaries. 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.

Section 19. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 20. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of [Click or tap here to enter text.](#) County, Texas.

Section 21. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in [Click or tap here to enter text.](#) County, Texas. Venue shall lie exclusively in [Click or tap here to enter text.](#) County, Texas.

Section 22. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 23. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 24. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 25. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description & Sketch

Exhibit B – Concept Plan
Exhibit C – Residential Development Standards
Exhibit D – Commercial Development Standards
Exhibit E – Community Benefits

EXECUTED in multiple originals this the ____ day of _____, 2021.

CITY:

City of Uhland, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: _____

Title: City Secretary

By: _____

Name: _____

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, Mayor of the City of _____, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Ranch Road Watermill, LLC,
a Texas limited liability company

By: MG2 Investments, LLC,
 a Texas limited liability company,
 its Managing Member

By: _____
Name: _____
Title: Manager

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

EXHIBIT "A"

Description of Property

88.286 ACRES
AUGUST REUSS SURVEY NO. 86, ABSTRACT NO. 398
HAYS COUNTY, TEXAS
TITLE SURVEY

FIELD NOTES

BEING ALL OF THAT CERTAIN 88.286 ACRES OF LAND SITUATED IN THE AUGUST REUSS SURVEY NUMBER 86, ABSTRACT NUMBER 398, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 88.265 ACRE TRACT OF LAND CONVEYED TO ADORA INVESTMENTS, LLC, IN VOLUME 3749, PAGE 476, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 88.286 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the southernmost corner of said 88.265 acre tract of land, being at the easternmost corner of a called 116.93 acre tract of land conveyed to Walton Texas, LP, in volume 3937, Page 662, Official Public Records of Hays County, Texas, same being in the northwest right-of-way line of State Highway Number 21 (100' R.O.W.), for the southernmost corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, N46°29'03"W, with the common line of said 116.93 acre tract and said 88.265 acre tract of land, a distance of 3555.41 feet to a 1/2 inch iron rod found at the northernmost corner of said 116.93 acre tract, being at the westernmost corner of said 88.265 acre tract, same being in the southeast line of a called 77.299 acre tract of land conveyed to Deborah Kay Lockhart in Instrument Number 18020513, Official Public Records of Hays County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, N43°31'40"E, with the common line of said 77.299 acre tract and said 88.286 acre tract, a distance of 1113.73 feet to a 1/2 inch iron rod found at the easternmost corner of said 77.299 acre tract, being at the northernmost corner of said 88.286 acre tract, same being in the southwest right-of-way line of Grist Mill Road (R.O.W. Varies), for the northernmost corner of the herein described tract of land,

THENCE, with the common line of said 88.286 acre tract and said Grist Mill Road, the following three (3) courses and distances, numbered 1 through 3,

- 1) S46°13'00"E, a distance of 599.47 to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 2) S44°19'00"E, a distance of 1627.03 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and
- 3) S46°29'00"E, a distance of 1250.55 feet to a 1/2 inch iron rod found at the intersection of the southwest line of said Grist Mill Road and the northwest line of said State Highway Number 21, being at an eastern corner of said 88.286 acre tract, for an eastern corner of the herein described tract of land,

THENCE, with the common line of said 88.286 acre tract and said State Highway Number 21, the following two (2) courses and distances, numbered 1 and 2,

- 1) S06°55'13"E, a distance of 137.85 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to the right, and
- 2) Along said curve to the right, having a radius of 4533.66 feet, an arc length of 963.77 feet, and a chord that bears S45°07'22"W, a distance of 961.95 feet to the **POINT OF BEGINNING** and containing 88.286 acres of land.

Surveyed by: _____
Aaron V. Thomason, R.P.L.S. NO. 6214
Carlson, Briggance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

J: AC3D\5193-064\SURVEY\FIELD NOTES\FN - 88.286 ACRE TITLE SURVEY.doc

[illegible]

EXHIBIT “B”

Concept Plan



EXHIBIT "C"

Residential Development Standards

Style

Materials

Massing

Colors

EXHIBIT “D”

Commercial Development Standards

EXHIBIT “E”

Community Benefits

- Payment equal to 10% of net PID bond proceeds paid to the City of Uhland for City facilities
 - Payment to be made within 30 days after receipt of bond proceeds by Developer
- Retail & Restaurant parcels to be integrated with the City Hall and residential design as shown in Exhibit "D" Commercial Development Standards
 - Minimum of one restaurant pad within commercial parcel
 - Cohesive architecture and landscape
 - Pedestrian connectivity
 - Monumentation
- Infrastructure to be stubbed into City owned parcel at no cost to the City
 - Water
 - Wastewater
 - Reclaimed water
 - Natural gas
 - Fiber Optic
- Thirty-foot (30') dedication for the future extension of Plum Creek Road
 - Dedication to be made with recordation the Final Plat for that area of the Development
- Reclaimed water to be utilized for all common area landscaping
- Enhanced landscaping throughout project – trails, parks, open space as depicted in the Exhibit "C" Enhanced Landscape Plan of the Watermill PDD
- Enhanced architectural requirements for both the residential and commercial parcels as show in Exhibit "C" Residential Development Standards and Exhibit "D" Commercial Development Standards

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF UHLAND, TEXAS ANNEXING 81.140 ACRES OF LAND, MORE OR LESS, LOCATED IN HAYS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, pursuant to §43.0671 of the *Tex. Loc. Gov't. Code*, the City of Uhlend, Texas, is authorized to annex territory lying adjacent and contiguous to the City upon the landowner's request;

WHEREAS, the owner of the property, as hereinafter described, made a written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owner's request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit "B".

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS:

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Uhlend:

Being all of that certain 81.140 acres, more or less, of land situated in the August Reuss Survey Number 86, Abstract Number 398, Hays County, Texas, being a portion of a called 88.265 acre tract of land conveyed to Adora Investments, LLC in Volume 3749, Page 476, Official Public Records of Hays County, Texas, said 81.140 acre tract of land being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Umland.

SECTION 6. That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this 14th day of April, 2021.

ATTEST:

CITY OF UHLAND, TEXAS

Karen Gallaher, City Administrator

Vicki Hunter, Mayor

Exhibit "A"
ANNEXED PROPERTY DESCRIPTION

81.140 ACRES
AUGUST REUSS SURVEY NO. 86, ABSTRACT NO. 398
HAYS COUNTY, TEXAS
ANNEXATION TRACT

FIELD NOTES

BEING ALL OF THAT CERTAIN 81.140 ACRES OF LAND SITUATED IN THE AUGUST REUSS SURVEY NUMBER 86, ABSTRACT NUMBER 398, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 88.265 ACRE TRACT OF LAND CONVEYED TO ADORA INVESTMENTS, LLC. IN VOLUME 3749, PAGE 476, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 81.140 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the northernmost corner of said 88.265 acre tract, being at the easternmost corner of a called 77.299 acre tract of land conveyed to Deborah Kay Lockhart in Instrument Number 18020513, Official Public Records of Hays County, Texas, same being in the southwest right-of-way line of Grist Mill Road (R.O.W. Varies), for the northernmost corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the common line of said 88.286 acre tract and said Grist Mill Road, the following three (3) courses and distances, numbered 1 through 3,

- 1) S46°13'00"E, a distance of 599.47 to a capped 1/2 inch iron rod found for corner,
- 2) S44°19'00"E, a distance of 1627.03 feet to a capped 1/2 inch iron rod found for corner, and
- 3) S46°29'00"E, a distance of 1047.53 feet to a calculated point in the northern annexation line of The City of Umland, being at the beginning of a curve to the right, for an eastern corner of the herein described tract of land, and from which a 1/2 inch iron rod found in the common line of said Grist Mill Road and said 88.286 acre tract of land bears S46°29'00"E, a distance of 203.02 feet,

THENCE, along said curve to the right, along said annexation line, and over and across said 88.265 acre tract, having a radius of 4233.66 feet, an arc length of 1052.29 feet and a chord that bears S44°38'28"W, a distance of 1049.58 feet to a calculated point in the southwest line of said 88.265 acre tract, being in the northeast line of a called 116.93 acre tract of land conveyed to Walton Texas, LP. in volume 3937, Page 662, Official Public Records of Hays County, Texas, for the southernmost corner of the herein described tract of land, and from which a 1/2 inch iron rod found at the southernmost corner of said 88.265 acre tract and the easternmost corner of said 116.93 acre tract, bears S46°29'03"E, a distance of 302.92 feet,

THENCE, N46°29'03"W, with the common line of said 116.93 acre tract and said 88.265 acre tract of land, a distance of 3252.48 feet to a 1/2 inch iron rod found at the northernmost corner of said 116.93 acre tract, being at the westernmost corner of said 88.265 acre tract, same being in the southeast line of said 77.299 acre tract of land, for the westernmost corner of the herein described tract of land,

THENCE, N43°31'40"E, with the common line of said 77.299 acre tract and said 88.286 acre tract, a distance of 1113.73 feet to the **POINT OF BEGINNING** and containing 81.140 acres of land.

Surveyed by:



3/9/2021

Aaron V. Thomason, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

SKETCH TO ACCOMPANY FIELD NOTES

ALBERT PACE SURVEY NO. 55
ABSTRACT NO. 367

DEBORAH KAY LOCKHART
(77.299 ACRES)
INSTRUMENT NO.
18020513

POINT OF
BEGINNING

N43°31'40"E 1113.73'

APPROXIMATE SURVEY LINE



SCALE: 1" = 200'

LEGEND

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT

WALTON TEXAS, LP.
(116.93 ACRES)
VOL. 3937, PG. 662

AUGUST REUSS SURVEY NO. 86
ABSTRACT NO. 398

81.140 ACRES
ADORA INVESTMENTS, LLC.
(88.265 ACRES)
VOL. 3749, PG. 476

N46°29'03"W 3252.48'

S46°13'00"E
599.47'

S44°19'00"E 1627.03'

GRIST MILL ROAD
(R.O.W. VARIES)

S46°29'00"E 1047.53'

C1

S46°29'03"E
302.92'

CURRENT ANNEXATION LINE

S46°29'00"E
203.02'

STATE HIGHWAY NO. 21
(100' R.O.W.)

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	1052.29	4233.66	S44°38'28"W	1049.58	528.87	14°14'28"



Aaron V. Thomason

3/9/2021

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83



Carlson, Brigrance & Doering, Inc.

FIRM ID: BP3791

R.F.C. # 10024900

Civil Engineering
5501 West Wilham Cannon
Phone No. (512) 280-5160

Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

J:\AC3D\5193-064\DWG\FN - 81.140 ACRE ANNEXATION TRACT

Exhibit "B"

SERVICE PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF UHLAND

WHEREAS, the City of Uhlend, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.0672, Loc. Gov't. Code*, requires the City to negotiate and enter into a written agreement with the owner(s) of land in the area for the provision of services in the area;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the Caldwell/Hays Emergency Services District No. 1 fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of Caldwell/Hays Emergency Services District No. 1.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "A" Agricultural District with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines by the utility provider as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water services, water services to new development and subdivisions will be provided to the subject property, or applicable portions thereof, by the County Line Special Utility District (the "District"). Water utility services will be provided within the subject property on the same basis as provided in other areas of the District. The City reserves the right to negotiate with the owners of the District to acquire the service rights, however, nothing in this service plan shall be construed to obligate the City to provide water services within the territory of the District.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines by the utility provider as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater services, wastewater services to new development and subdivisions will be provided to the subject property, or applicable portions thereof, by the County Line Special Utility District (the "District"). Wastewater utility services will be provided within the subject property on the same basis as provided in other areas of the District. The City reserves the right to negotiate with the owners of the District to acquire the service rights, however, nothing in this service plan shall be

construed to obligate the City to provide wastewater services within the territory of the District.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment, subject to the terms of any agreements between the developer and the City that apply to the Property. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

PLANNED DEVELOPMENT DISTRICT

WATERMILL

Approved _____, 2021

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF UHLAND, TEXAS ADOPTING AND APPROVING AND CREATING A PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 88.286 ACRES OF LAND LOCATED WITHIN THE CITY LIMITS WITH A GEO REFERENCE CODE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE (4204), NAD 83; ESTABLISHING LAND USE AND DEVELOPMENT STANDARDS, TO INCLUDE ZONING, FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL SUBDIVISION; AND PROVIDING FOR: RULES, STANDARDS, PROCEDURES, AND SEVERABILITY.

- WHEREAS, Ranch Road Watermill LLC ("Owner") owns a total of 88.286 acres of land, more or less, located in City of Uhlend Hays County, Texas, and more particularly described by the metes and bounds description and the survey which are collectively attached as Exhibit "A" to Attachment "A" (the "Property"). The Property is located wholly within the City's corporate limits; and
- WHEREAS, Owner plans to develop 88.286 acres of the Property as a high quality mixed use development containing approximately 7-acres of commercial/retail along with up to 350 residential lots, open space and trails (the "Development"), which will benefit and serve the present and future citizens of the City as generally delineated in the PD Master Plan attached as Exhibit "B" to Attachment "A", and
- WHEREAS, a Planned Development accommodates large or complex developments under unified control planned as a single continuous development providing greater design flexibility in return for desirable features not normally required under conventional development standards to create a superior development to that which would occur using conventional regulations; and
- WHEREAS, the City of Uhlend ("City") seeks to protect the health, safety, and welfare of those living in, working in, and visiting the City; and
- WHEREAS, Owner has submitted an application to the City to rezone the Property to Planned Development District ("PDD"), designating it as the "Watermill PDD"; and
- WHEREAS, the Planning and Zoning Commission held a public hearing and discussions and invited public comment on the proposed Watermill PDD at a public hearing held on the 17th day of March at 6 o'clock p.m.; and
- WHEREAS, the City Council held a public hearing and discussions and invited public comment on the proposed Watermill PDD at a public hearing held on the 17th day of March at 6 o'clock p.m.; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has broad zoning authority; and

WHEREAS, the City finds that the land use and development standards established in the proposed Watermill PDD are consistent to promote the public health, safety, and general welfare of those living in, working in, and visiting the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Uhland:

ARTICLE I. FINDINGS OF FACT AND SHORT TITLE

The foregoing Recitals are hereby adopted as findings of facts and are incorporated fully herein. This Ordinance shall be commonly cited as the "Watermill Planned Development".

ARTICLE II. ENACTMENT

- A.** The official zoning map of the City of Uhland is hereby amended to reflect the zoning designations established in **Attachment "A"**,
- B. Development Plan.** This Ordinance, together with **Attachment "A"** and the exhibits thereto constitutes the land use standards and development plan for the Watermill PDD upon the Property, as reflected in **Attachment "A"**, covered by this Ordinance. All land use and development of the Watermill PDD on the Property must conform to the limitations and conditions set forth in this Ordinance, **Attachment "A"** and the exhibits thereto. Enactment of this Ordinance shall constitute the City's approval of the land use standards and development plan.
- C. Planned Development (PD) Master Plan.** The PD Master Plan detailed in **Exhibit "B"** of **Attachment "A"**, is hereby approved. Approval of the PD Master Plan shall not constitute a waiver or approval of any plat requirements.
- D. Applicable Regulations.** Except as specifically provided by this Ordinance, the Watermill PDD is subject to all provisions of the City's Ordinances. To the extent any provisions of this Ordinance conflicts with any provisions of City Ordinances or any related regulations, the provisions of this Ordinance shall control.
- E. Variances.** The approval of this Ordinance and **Exhibits A-E of Attachment "A"** constitutes the approval of the development standards and shall be deemed to be the functional equivalent of the approval of variances, exceptions, and alternative standards from conflicting provisions of City Ordinances. When considering a request for variances, exceptions, or alternative standards in the Watermill PDD that were not addressed by the development standards contained herein,

the City shall consider this Ordinance, the PD Master Plan, and the City's, then existing, Ordinances collectively.

- F. Resolution of Conflicts.** The documents governing the PDD should be read in harmony to the fullest extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.
- G. Attachments and Exhibits.** The following Attachment and exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment "A" – Watermill Planned Development Agreement

Exhibit "A"	Description of the Property
Exhibit "B"	PD Master Plan
Exhibit "C"	Enhanced Landscape Plan
Exhibit "D"	Alternative Roadway Knuckle Design
Exhibit "E"	Commercial and Development Reserve Permitted Uses

ARTICLE III. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

ARTICLE IV. PROPERTY RECORDS

The City Secretary is hereby directed to record a Notice of this Ordinance in the real property records of the County (so as to bind the City, the Owner and all future owners of the Property), and to provide regulatory certainty during the Term of this Ordinance.

ARTICLE V. PUBLICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Ordinances as authorized by Chapter 52 of the Texas Local Government Code.

ARTICLE VI. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

ARTICLE VII. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage by the City Council and publication as required by law.

PASSED AND APPROVED this, the _____ day of _____ 2021.

Ayes: _____ Nays: _____ Abstain: _____

CITY OF UHLAND, TEXAS

Vicki Hunter, Mayor

Attest:

City Secretary

Attachment “A”

**WATERMILL
PLANNED DEVELOPMENT
AGREEMENT**

**SECTION 1.
ENACTMENT PROVISIONS**

1.1 Popular Name.

This Planned Development District (“PDD”) shall be commonly cited as the “Watermill PDD”.

1.2 Purpose.

This PDD establishes land use and development standards, to include zoning, for the construction and operation of a mixed-use development featuring commercial and residential uses along with trails and open space. One or more agreements between the City and the Owner further define the development standards for the Development, and well as the City’s Code of Ordinances as provided in this Ordinance.

1.3 Scope.

This Planned Development Agreement applies to the Property as described in Exhibit “A” attached hereto and incorporated herein for all purposes.

**SECTION 2.
DEFINITIONS**

2.1 General.

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

2.2 Specific.

Applicable Requirements: shall mean the applicable federal and state laws, city ordinances, rules and regulations, and the Watermill PD Standards stated herein.

Applicant: shall mean any owner, developer, person or entity engaging in subdivision or development of any of the Property or applying for any permit, approval, variance or waiver for any of the Property.

Certified Inspector: shall mean an independent certified state licensed inspector to inspect the Vertical Building Improvements as to their conformity with applicable city ordinances and building codes and related building plans.

City: shall mean the City of Uhland, Texas, a Texas Type A, general law city.

City Administrator: shall mean the person or entity engaged by City to serve in the capacity of City's chief administrative officer.

City Code of Ordinances: shall mean the collective duly adopted ordinances of the City, together with all related administrative rules and technical criteria manuals.

City Council: shall mean the governing body of the City.

City Engineer: shall mean the person or entity engaged by the City to serve in the capacity of engineer for the City.

County: shall mean the applicable County in which the Property is located.

Development Standards: shall mean the land use standards for the Property as described in this PDD. All land use and development of the Property in the Watermill PD must conform to the limitations and conditions set forth in this PDD.

Development Plan: shall mean this PDD and the exhibits attached hereto.

Dwelling Unit: shall mean a single family residential unit providing complete, independent living facilities including permanent provisions for living, sleeping, eating, and cooking.

Effective Date: and similar references shall mean the date of the duly passed and approved Ordinance adopting this PDD.

Final Plat: shall mean the official map of a subdivision, addition or development, together with any applicable development plan, covenants, restrictions, dedications or easements, to be recorded in the County property records after approval by City.

Lot: shall mean any individual parcel of land subdivided within the Development for a specific permitted use.

Master Plan: The Master Plan attached hereto as Exhibit "B" shows the boundary of the Property, Open Space and street layout. The Master Plan, along with the other exhibits attached hereto, also provides notable drainage detail, building setbacks, and other pertinent development features.

Open Space: shall mean and include common areas, park land and any other improved Lot for the use by the general public.

Owner: shall mean (i) the Owner named above, and (ii) any subsequent owner of a part of the Property that is a successor or assignee of rights from Owner.

Preliminary Plat: shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat.

Development: shall mean the Watermill Planned Development on the Property as generally delineated in the PD Master Plan attached as Exhibit "B".

Property: shall consist of 88.286 acres of land, more or less, located in Hays County, Texas, and more particularly described in Exhibit "A".

Residential Community: Shall mean, collectively, all of the lots developed for residential use located within the Development.

Residential Lot or Residential Site: Shall mean a lot upon which a residential use is located.

Residential Structure or Residential Unit: Shall mean a detached Single Family Dwelling.

Residential Uses: Shall mean Single-Family Dwellings and Accessory Uses and Accessory Buildings authorized for Single Family Zoning Districts. Residential uses do not include multiple-family dwellings, duplexes, manufactured homes, or mobile homes.

Unit: shall mean each individual space to be occupied for a particular use on a Lot.

Vertical Building Improvements: shall mean the construction and reconstruction of a building, structure or any above ground improvement or development, not including roads, drainage facilities or utility facilities, and not including manufactured homes, modular housing or industrialized buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

SECTION 3. LAND USE AND ZONING

- 3.1 Zoning.** The zoning classification of the property is hereby changed to Watermill Planned Development District.
- 3.2 Permitted Uses.** The development may contain residential uses in accordance with this agreement. Specifically, no more than 350 residential lots shall be located within the Property.
- 3.3 Maximum Densities.**
- a. Residential Uses.** The Development shall not exceed the maximum gross density of 6 units per acre of residential use and only one unit per lot.
- 3.4 Restrictive Covenants and Private Homeowners Association.** For the better development and benefit of the Property, Owner shall impose certain covenants, conditions and restrictions applicable to the use and maintenance thereof. Owner shall establish a private Homeowners Association (HOA) to enforce such covenants, conditions and restrictions upon any and all residential lots. The HOA shall be responsible for the maintenance of private landscape areas, private community park, water quality ponds, detention ponds, water features, all community signage, community perimeter walls and common open space areas within the Residential Community.
- 3.5 Permitting and Approval Criteria.** All applications for permits required by the City for the use and development of the Property shall be consistent with this Ordinance. All aspects of such approvals which are not specifically covered by this PDD shall be governed by the City Code of Ordinances. This PDD shall not constitute a site development permit or building permit.
- 3.6 Unified Development.** The Property shall be treated as a unified development for the purposes of requirements relating to drainage, structural and non-structural water quality and detention control, impervious cover, utility service, traffic impact analysis, landscaping, open space, green space, and tree replacement and mitigation.
- 3.7 Phased Development.** The Development may be developed in phases, as indicated by Final Plats, over time and the phasing of development may be changed from time to time, including phases being developed concurrently provided that the Final Plat for each phase has been approved by the City Council and recorded with the County.

SECTION 4. DEVELOPMENT STANDARDS

4.1 Open Space Requirements. The development shall dedicate a xx acres of open space to be used as passive parkland with trails as shown on Exhibit "C". The open space shall be owned and maintained by the homeowner's association but will be accessible to the public.

4.2 Impervious Cover. The Development shall not exceed an aggregate of 65 percent (65%) in impervious cover of the entire Property.

4.3 Residential Site Requirements.

Lot Width	
Minimum	40 ft. *
Exception: Minimum for Corner Lots	55 ft.
Front Setback	Setbacks are measured from the lot line.
Minimum	10 ft.
Exception: Garage setback	20 ft.
Side Setback	Setbacks are measured from the lot line.
Minimum (*) *Eaves may project a maximum of 18" into side setbacks.	5 ft.
Exception: Minimum for side setback adjacent to a street	15 ft.
Rear Setback	Setbacks are measured from the lot line.
Minimum	10 ft.
Building Height (maximum)	40 ft.
Lot Area (minimum)	4,000 sq. ft.

* The Minimum Lot Width shall be measured at the Front Setback line.

4.4 Underground Utility Service. Except where approved in writing by the City Administrator, all utilities shall adhere to the following:

- a. All dry utilities to include electrical, telephone and cable television distribution and service lines shall be underground, other than overhead lines that are three phase or larger which are required to be brought to the development for service availability.
- b. All utilities and the improvements thereof shall be the responsibility of Owner.

4.5 Fencing Plan.

- a. **Perimeter Boundary Wall.** Enhanced concrete panel fencing along Grist Mill Road shall be constructed consistent with the locations and lengths illustrated on **Exhibit "C"**, Enhanced Landscape Plan. Enhanced concrete panel fencing shall be at six feet (6') in height.

Masonry columns shall be constructed at certain corners along the length of the enhanced concrete panel fencing as illustrated in **Exhibit "C"**.

- b. **Residential Boundary Fencing.** Fencing may be located along the residential property lines and shall not encroach into public right of ways or extend past the front elevation of residential houses into the front street yard. Wood fencing, or tubular steel in certain view areas, is permitted along the property lines of all remaining residential lots.

- 4.6 **Pedestrian Circulation.** All residential roadways shall be constructed with a four-foot (4') wide sidewalk at the time of residential home construction prior to final home construction inspection. All sidewalks shall be made of concrete. Sidewalks shall be free of any encroachment to include mailboxes, road signs, light poles, landscaping or any other vertical obstruction that would reduce the clear width of the sidewalk to less than 4 feet (4'). ADA approved ramps shall be placed at intersection corners to provide unimpeded pedestrian access in all directions and shall be constructed in conjunction with the streets and curb and gutters. Sidewalks constructed in the course of this Development that connect to existing sidewalks shall be constructed to align the location and width at the point of connection in such a way as to provide a seamless and unobstructed transition.

- 4.7 **Curbs and Gutters.** All roadways constructed within the Development shall be constructed with standard curb and gutter or mountable curb. Mountable curbs shall only be used to permit driveway access.

- 4.8 **Roadways.** All roadways within the development shall be constructed with a minimum of fifty-two feet (52') Right-of-Ways and a minimum of thirty-two feet (32') of pavement to allow for on-street parking.

- a. An alternative roadway knuckle design may be utilized as depicted in Exhibit "D".

4.9 Parking Requirements. Each parking space shall be a minimum of nine feet (9') wide by eighteen feet (18') deep.

a. Residential Uses. All residential lots shall include a concrete driveway to provide a minimum for two (2) off-street parking spaces.

4.10 Lighting. Streetlights shall be provided at all four-way intersections. No fixture or light source shall be turned up so as to disperse light into the night sky. All fixtures shall utilize Light-Emitting Diode (LED) lighting. Solar fixtures may be used.

4.11 Landscaping Requirements. All landscaping shall enhance the natural aesthetic beauty of the City area through diverse use of both native and non-invasive adapted species of plants. A minimum of eighty percent (80%) of the required landscaping shall be native plants and the remaining twenty percent (20%) may be non-invasive adapted plants. Invasive species, as defined by the Ladybird Johnson Wildflower Center, are prohibited. All landscaping materials shall be drought tolerant and native type materials. Native plants shall be defined as plants identified by the Ladybird Johnson Wildflower Center. Under no circumstance shall any non-invasive existing tree in excess of eighteen-inch (18") DBH in diameter be removed or demolished from the site without prior specific approval of the City.

a. Tree Protection, Mitigation and Preservation. A tree survey, protection, mitigation and preservation plan for all healthy non-invasive trees with an eight-inch (8") DBH in diameter shall be created and submitted to the City prior to the start of site development work. Prior to the start of site work all protection and preservation of all existing trees to remain on site shall be completed to prevent any disturbance within each tree's critical root zone. Replacement trees for all existing non-invasive trees shall be planted prior to completion of the Development.

b. Residential Lots. At a minimum the following shall be installed on each residential lot:

- (1) one (1) – two-inch (2") caliper shade tree and three (3) – one (1)-gallon shrubs outside of the easements along the right-of-way located in the front yard;
- (2) one (1) – two-inch (2") caliper shade tree, five (5) – one (1)-gallon shrubs and three (3) – five (5)-gallon shrubs and other drought tolerant natural landscaping for front, sides, and rear yards

c. Planting Criteria.

- (1) Planting shall remain at least five feet (5') from edge of roadways and driveways.
- (2) Planting should be at least five feet (5') from underground utilities and twenty-five feet (25') from overhead lines
- (3) Planting should be at least five feet (5') from fire hydrants.

d. Shade Trees shall be defined as the following:

Bald Cypress
Burr Oak

Cedar Elm
Chinquapin Oak
Chinese (Lacebark) Elm
Chinese Pistache
Live Oak
Monterey Oak
Pecan
Shumard Oak
Texas Ash
Texas Red Oak

e. Evergreen Ornamental Trees shall be defined as the following:

Wax Myrtle
Yaupon Holly
Mountain Laurel
Little Gem Magnolia
Eastern Red Cedar
Cherry Laurel

SECTION 5. SINGLE-FAMILY DESIGN STANDARDS

5.1 Minimum Square Footage Requirements. The living area of the primary residential structure, exclusive of porches and garages, located on any lot shall adhere to the following standards:

- a.** All residential units shall be a minimum square footage of twelve hundred square feet (1,200 sq. ft.) of living space.
- b.** Each residence shall have a fully enclosed garage for no less than two (2) standard car parking spaces.
- b.** Residential driveways shall provide for two (2) additional off-street parking spaces that shall be a minimum of twenty feet (20') by eighteen feet (18'). This area shall be located between the front property line to the front of the garage door.

SECTION 6. COMMERCIAL AND DEVELOPMENT RESERVE STANDARDS

6.1 Commercial Permitted Uses. The permitted uses for the commercial and development reserve portions of the Property are listed on Exhibit "E".

- 6.2 Design Guidelines.** The Owner and the City coordinate the landscape design along with the vehicular and pedestrian connectivity of the commercial parcels to the future City Hall located directly adjacent to the Property.

SECTION 7. DEDICATIONS AND IMPACT FEES

- 7.1 Park and Open Space Dedication.** A parkland fee of One Thousand Two Hundred Dollars (\$1,200) per residential lot shall be assessed and paid at the time of final plat approval. However, as illustrated on Exhibit "C", the PD Master Plan provides for an activation of private open space in which Owner shall provide improved recreational facilities in a private ownership/management format, when platted and constructed. Owner shall install improvements with an estimated value of Four Hundred Twenty Thousand Dollars (\$420,000), that may include a trails, trail heads, solar lights, picnic and overlook areas, shade structures, benches and open space landscaping. The actual value of the required improvements shall be adjusted based on the final lot count as shown on the Preliminary Plat multiplied by One Thousand Two Hundred Dollars (\$1,200). Any actual improvement value will be credited towards the parkland dedication fee with the remaining balance being paid in full to the City at final plat approval.
- a. All private open space areas within the Property and all drainage facilities including basins, channels, detention, retention and water quality ponds constructed as part of the PDD on the Property shall be maintained by the Homeowner's Association.
 - b. The Owner shall provide a Public Access Easement in a form acceptable to the City in order to allow non-residents of Watermill the use and enjoyment of the trails and open space areas.
- 7.2 Roadway Impact Improvements.** A Roadway Impact Fee of One Thousand Two Hundred Twenty Eight Dollars (\$1,228) per residential lot shall be assessed and paid at the time of building permit application.

SECTION 8. AMENDMENTS

Due to the fact that the Development comprises a significant land area and its development may occur in phases over a number of years, Owner may make major or minor amendments to the PD Master Plan upon notification to, and approval from, the City. Major amendments shall be those that (a) increase the density of single-family home dwelling lots or units allowed by the

Development Standards; (b) seek to allow a use that is not otherwise permitted by the Development Standards; (c) increase the total Development's impervious cover; or (d) reduces the amount of open space. Major amendments to the PD Master Plan shall require approval by City Council. Any amendment which is not classified as a major amendment, including an amendment which alters the relative percentages of the various residential use types without changing the density permitted for a type of residential use, shall be classified as a minor amendment. Minor amendments shall be administratively approved by the City Administrator except that the City Administrator may at the City Administrator's sole discretion seek approval from the City Council. If the City Administrator and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination.

SECTION 9. LIST OF EXHIBITS

The following list of exhibits, attached hereto, together with this Attachment and addenda, constitute the land use standards and development plan for the Watermill Planned Development District.

- Exhibit "A":** Description of The Property
- Exhibit "B":** PD Master Plan
- Exhibit "C":** Enhanced Landscape Plan
- Exhibit "D":** Alternative Roadway Knuckle Design
- Exhibit "E"** Commercial and **Development Reserve** Permitted Uses

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 2021.

CITY OF UHLAND, TEXAS

Vicki Hunter, Mayor

Attest:

City Secretary

DESCRIPTION OF THE PROPERTY

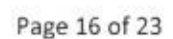


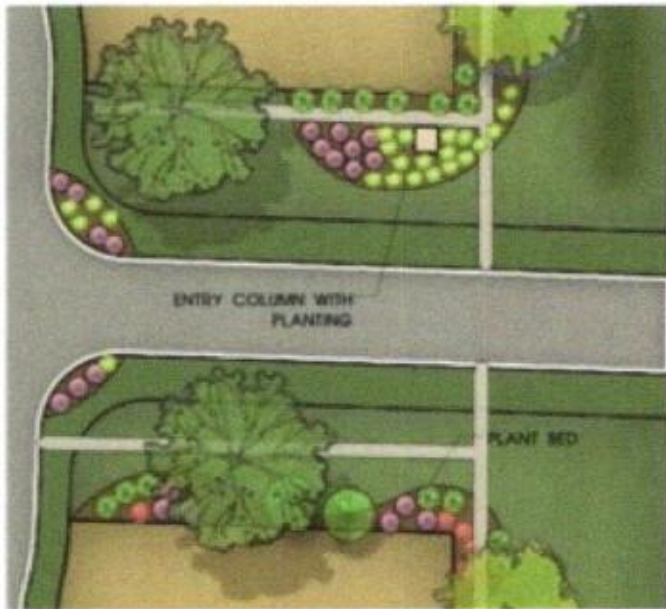
EXHIBIT "B"

PD MASTER PLAN



EXHIBIT "C"

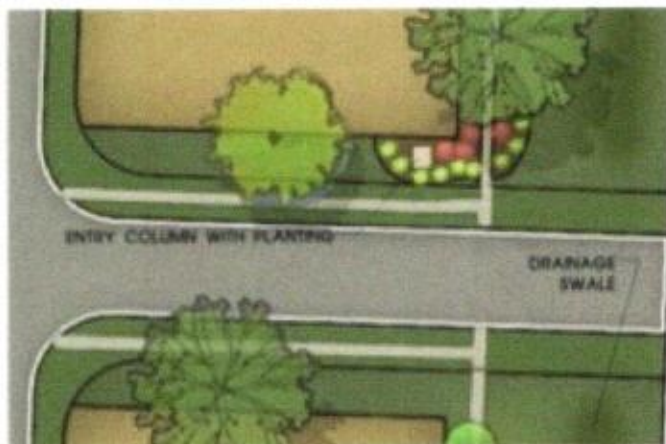
ENHANCED LANDSCAPE PLAN



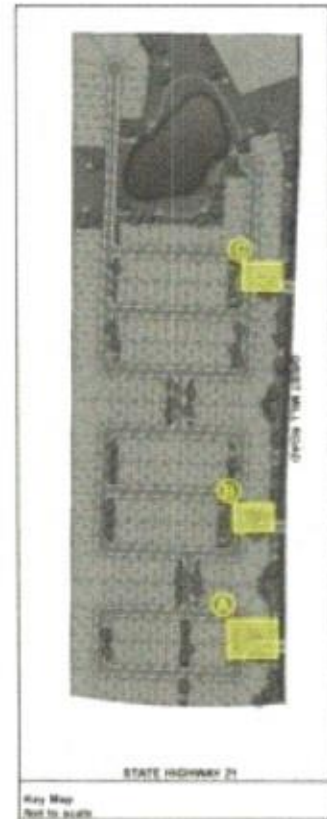
A GRISTMILL ROAD ENTRY COLUMN - TYPICAL



B GRISTMILL ROAD ENTRY MONUMENT - PLAN



C GRISTMILL ROAD ENTRY COLUMN - TYPICAL



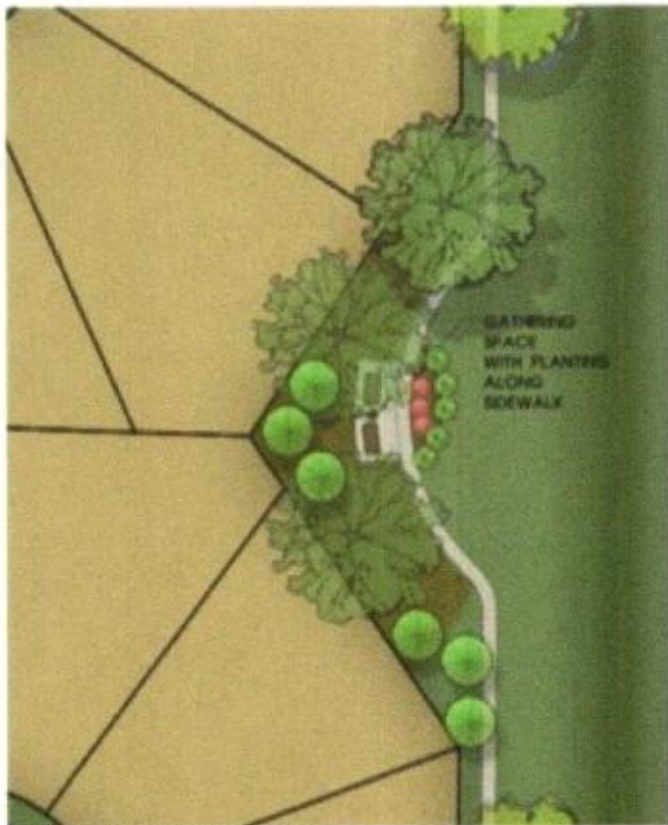
GRISTMILL ROAD ENTRY MONUMENT
SCALE: 2"=1'



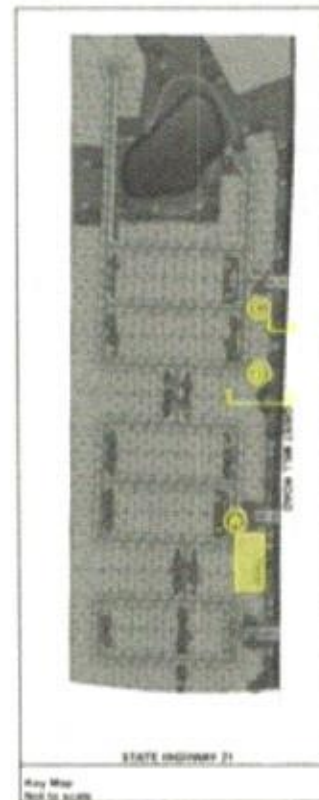
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SCALE: 2"=1'

EXHIBIT "C"

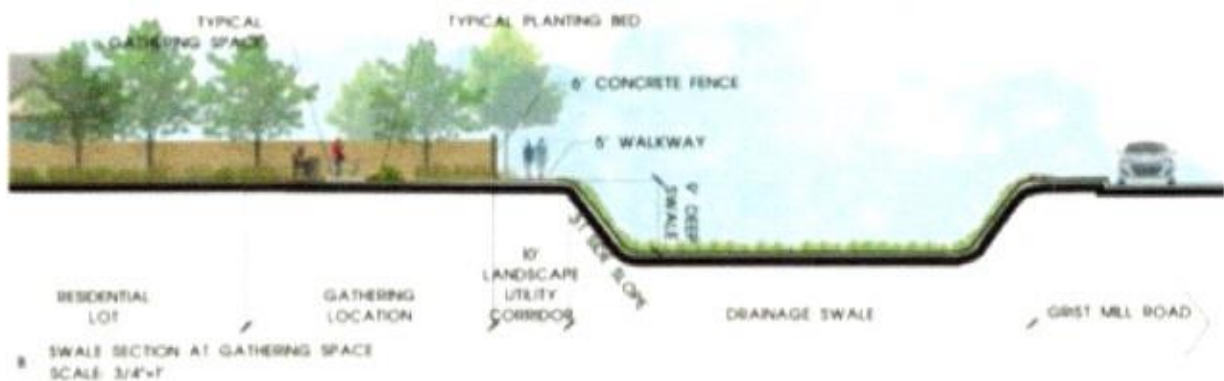
ENHANCED LANDSCAPE PLAN



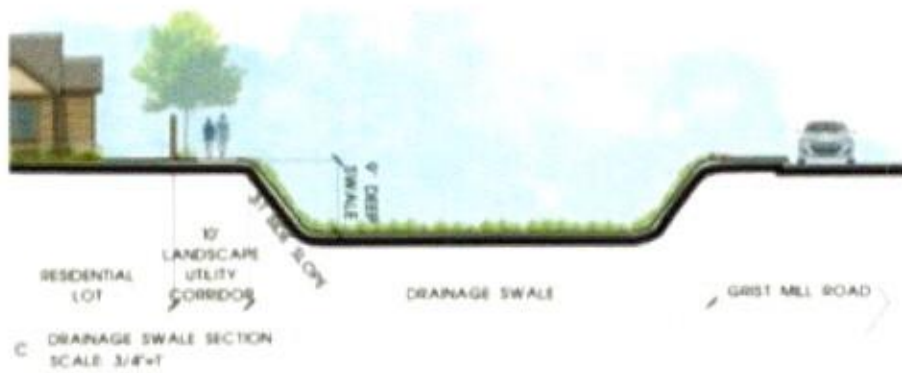
A TYPICAL NODE ALONG WALKWAY



Key Map
Not to Scale



B SWALE SECTION AT GATHERING SPACE
SCALE: 3/4"=1'



C DRAINAGE SWALE SECTION
SCALE: 3/4"=1'

EXHIBIT "C"

ENHANCED LANDSCAPE PLAN

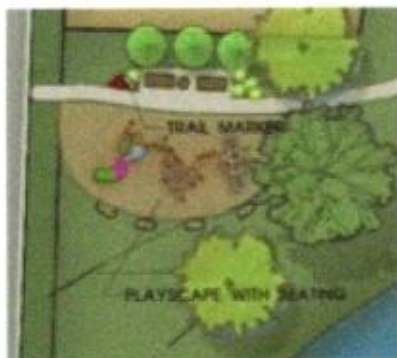


EXHIBIT "E"

COMMERCIAL AND DEVELOPMENT RESERVE PERMITTED USES

The permitted uses for the commercial parcel shall be as follows:

Office & Service

- Bank, credit union or savings & loan
 - With or without drive through
 - With or without automatic teller machines (ATMs)
- Insurance agency
- Brokerage office
- Legal office
- Medical office
- Professional office
- Real estate office

Personal & Business Service

- Appliance repair
- Automobile driving school
- Barber/beauty shop
- Chiropractic services
- Dentistry & orthodontics
- Financial services
- Hotel or motel
- Laundry or dry cleaning
 - Drop off and pickup only
- Medical supplies or equipment
- Nail salon
- Postal and printing services

EXHIBIT "E"

COMMERCIAL AND DEVELOPMENT RESERVE PERMITTED USES

- Shoe repairs
- Tailor shop
- Tanning salon

Retail & Service

- Automotive supplies
- Retail bakery
- Bicycle sales and repairs
- Book store
- Food service with drive through
- Computer repairs
- Florist with indoor sales only
- Meat market or neighborhood grocery store
- Furniture sales
- Hardware store less than 10,000 SF
- Liquor store
- Pet store less than 10,000 SF
- Pharmacy with or without drive through
- Restaurant or prepared food sales
- Retail store with or without drive through
- Veterinarian with indoor kennels only

Amusement & Recreational

- Health club less than 10,000 SF
- Martial arts studio
- PC gaming venue
- Yoga or Pilates studio

EXHIBIT "E"

COMMERCIAL AND DEVELOPMENT RESERVE PERMITTED USES

Food & Beverage

- Sit down dining
- Fast casual dining
- Fast food with double drive through
- Coffee house with alcohol sales

The permitted uses for the Development Reserve parcel shall be as follows:

Food & Beverage

- Sit down dining
- Fast casual dining
- Coffee house with alcohol sales

Residential

- Single family detached site-built homes (minimum lot size of ¼ acre)

Retail

- Grocery & Specialty Foods
- Farm and Agriculture supplies

Exhibit C
Residential Development Standards

A. Exterior Finishes

Watermill is envisioned as a community that embraces the farmhouse architectural style born out of the agrarian history of Umland. The farmhouse style was derived from an ease of construction and availability of materials. The style is in the spirit of “form follows function”, yet there exists elegance in its simplicity.

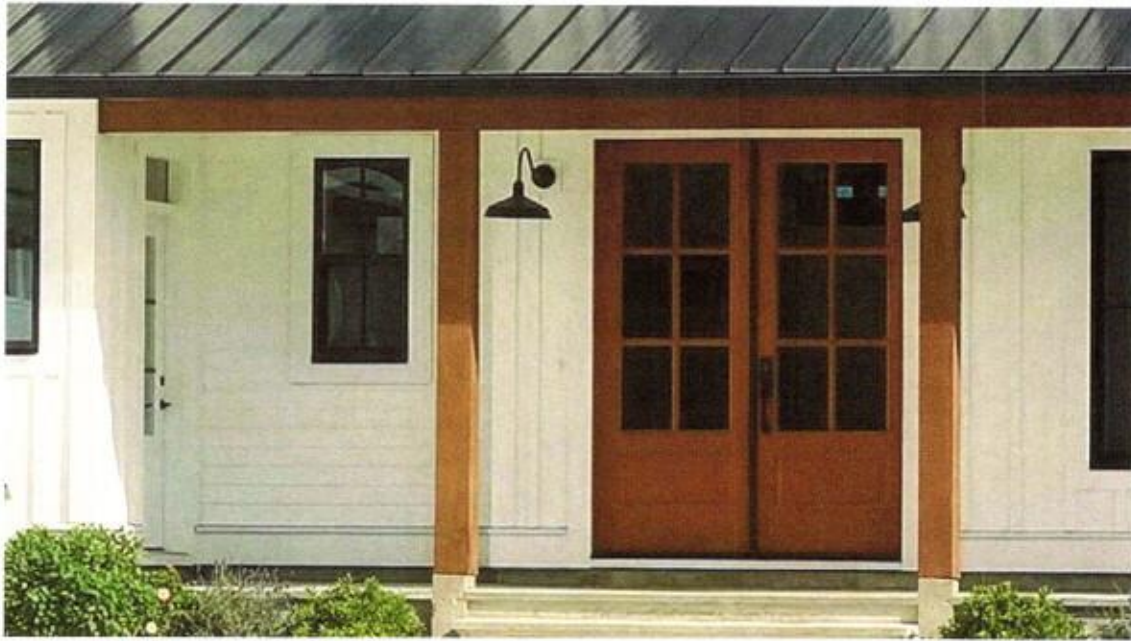
Traditional elements of farmhouse architecture include:

- Strong elevations with front facing gables
- Front and garage doors with glazing
- Horizontal and vertical siding
- Predominantly white or off-white body colors with darker accents and doors
- Decorative lighting to complement architectural style

The Watermill home designs are intended to convey a fresh and modern style consistent with today's home buyer lifestyles and design preferences.



Simple gable with horizontal siding and square windows
break-up long roof lines



Barn style lighting and dark colored front door with glass



Welcoming porches offering protection from the elements



Vertical and horizontal siding with barn lights and garage door with glass

Some examples of farmhouse style production elevations to be located in Watermill:





The exterior finish of residential buildings shall comply with the following:

1. **Massing**

The front elevations shall be traditional farmhouse style with the use of gables strongly encouraged.

2. **Windows**

Windows shall be plentiful and square or rectangular in shape.

3. **Dormers**

Dormers may be utilized to break up front facing shed roofs.

4. **Exterior Materials**

Cementitious siding shall be used throughout home exteriors with varying styles such as horizontal lap, board and batten and shingle. Brick and natural stone may be used as accents and must conform to the elevational style.

5. **House Colors**

The exterior body colors shall be mild hues in the whites, off-white, gray and blue range with contrasting trim and accent colors such as white or black. Trim and accent colors may be the same color as the body if warranted by the elevation style.

6. **Roof Materials**

The roofs shall be composite shingle or metal with colors in the gray and black range. Metal roofs accents may be incorporated.

B. Architectural Standards

1. Front Porches

Fifty percent (50%) of the houses shall contain front porches (four feet (4') depth and at least 50 square feet in area).

2. Rear Patios

One hundred percent (100%) of the houses shall contain covered rear patios.

3. Garage Doors

One hundred percent (100%) of the garage doors shall contain windows and be styled to conform to the specific elevation.

4. Front Doors

One hundred percent (100%) of the front doors shall contain windows and shall be styled to conform to the specific elevation.

5. Exterior Lighting

The exterior light fixtures shall complement the architectural style and be shielded to direct light downward (barn style).

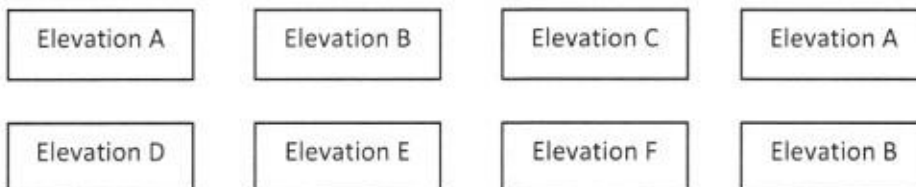
6. House Numbers

The house numbers shall be black and contain a contemporary farmhouse style.

C. Elevation Repetition

Watermill's goal of creating vibrant, welcoming streetscapes is furthered by providing a variety of house elevations on each street. Additional requirements concerning substantially similar siding paint, brick, stone, or masonry colors or materials constructed in proximity to each other include:

- *Same plan, same elevation with similar paint color, brick or stone can be repeated every third lot, (Example: Elevation A, Elevation B, Elevation C, and Elevation A).*



- *Across the street: same elevation with similar paint color, brick or stone cannot be on a lot across the street or diagonal from any identical elevation, color, brick or stone (example above: Elevation B.)*

D. Review and Approval

A master set of architectural plans ("Master Set") must be submitted by the builder to the Developer for review and approval prior to submission of individual building permits. The Master Set shall contain four sided elevations along with material specifications (i.e. siding, light fixtures, garage and front doors, door hardware, house numbers and roofs) and color schemes.

Building permit applications for production and models homes must comply with the Master Set. No variations to the Master Set are allowed without written consent of the Developer.

Exhibit D
Commercial Development Standards

A. Overview

The commercial portion of Watermill shall be developed consistent with, and in harmony with the residential portions of the community as described in **Exhibit C** and shall embrace the farmhouse architectural style. In addition, the commercial buildings shall be designed to encourage outdoor experiences such as dining and gathering.

Traditional elements of farmhouse architecture include:

- Strong elevations with front facing gables
- Front doors with glazing
- Horizontal and vertical siding
- Predominantly white or off-white body colors with darker accents and doors
- Decorative lighting to complement architectural style

The following are representative farmhouse style commercial building images:



Vertical siding with dark roof, windows and doors – roof projection to add shade and interest



Horizontal siding with barn style lighting



Rustic exterior building with outdoor dining and gathering space

Nationally or regionally branded franchises that build within the commercial tract may be constructed in a manner consistent with brand standards and compliant with applicable regulatory standards. All other nonresidential buildings not associated with a nationally or regionally branded franchise shall be designed in the farmhouse style consistent with the guidelines presented in this Exhibit.

B. Architectural Standards

Architectural elements shall be incorporated into all nonresidential buildings to convey the farmhouse style and tie the commercial tract with the residential portions of Watermill.

1. Building Massing

The front elevations of nonresidential buildings shall be traditional farmhouse style with the use of gables strongly encouraged. Opportunities for outdoor dining and gathering shall be encouraged and shall be integrated into the architectural style of the buildings.

2. Height Regulations

The minimum height for nonresidential buildings shall be one (1) story with a maximum height of 45 feet (45').

3. Doors and Entrances

Primary entrance doors for nonresidential uses must face a sidewalk connection and may be located along all front and side building facades. Employee access doorways may be located along the back of buildings facing the residential portion of Watermill.

4. Exterior Materials

The exterior materials may be typical of nonresidential type buildings but should convey the farmhouse style – materials may include metal siding and cementitious siding (horizontal and vertical) as the main body or as an accent. Brick and natural stone may be sparingly used as accents and must conform to the elevational style.

5. Building Colors

The exterior body colors of all nonresidential buildings shall be mild hues in the whites, off-white and gray range with contrasting trim and accent colors such as white or black.

6. Building Length

Nonresidential buildings shall not be longer than 300 feet (300') without an unconnected physical separation of at least 25 feet (25') between buildings.

7. Building Articulation

Long flat elevation plains shall be avoided. Building articulation with a minimum depth of five feet (5') is required every 50 feet (50') to add variety to buildings.

8. Building Windows

- a. Windows shall be plentiful and square or rectangular in shape.
- b. A minimum of 25 percent (25%) of the front primary building façade shall consist of window or door openings.
- c. Windows and glass doors shall have a maximum exterior reflectivity of 20 percent (20%).

9. Building Exterior Lighting

- a. The exterior lighting fixtures on all nonresidential buildings shall compliment the architectural style of the building.
- b. Fully shielded light fixtures shall be installed on all nonresidential building elevations that abut the residential portions of Watermill.

10. Roof Materials

While flat roofs may be the common roofing form of the nonresidential buildings, pitched roofs that are visible shall be composite shingle or metal with colors in the gray and black range.

11. Architectural elements

Architectural elements shall be included along the front elevation of all nonresidential buildings to add architectural interest. Such elements may include the following:

- a. Dormers to break up front facing shed roofs.
- b. Canopies, awnings, or porticos
- c. Wall recesses/projections
- d. Arcades
- e. Articulated ground floor levels or base
- f. Articulated cornice line
- g. Integrated planters or wing walls that incorporate landscape and sitting areas
- h. Offsets, reveals or projecting rib used to express architectural or structural bays
- i. Varied roof heights

C. Connectivity to Surrounding Uses

Walkability between the various uses within Watermill shall be encouraged via pedestrian corridors. The commercial parcels shall provide pedestrian connectivity to both the residential and adjacent City owned parcel as shown below:



D. Review and Approval

A master set of architectural plans ("Master Set") must be submitted by the Nonresidential Builder to the Developer for review and approval prior to submission of individual building permits. The Master Set shall contain four sided elevations along with material specifications (i.e. siding, exterior features such as overhangs and pergolas, light fixtures, doors and windows, address numbers and roofs) and color schemes.

Agreement Regarding the Dissolution of the Watermill Public Improvement District

This Agreement Regarding the Dissolution of the Watermill Public Improvement District (the "Agreement") is entered into on this 14th day of April, 2021 by Ranch Road Watermill, LLC, a Texas limited liability company, and its successors and assigns (the "Developer") and the City of Uhland, a Texas general law municipality (the "City"), hereinafter sometimes referred to collectively as the Parties.

WHEREAS, the Developer requested the City establish the Watermill Public Improvement District (the "District") covering the property described in Exhibit "A" attached hereto (the "Property") in that certain Petition for the Creation of a Public Improvement District to Finance Improvements to Watermill Development dated March 2, 2021 ("Petition");

WHEREAS, on the same date that the Parties entered into this Agreement, the City approved the formation of the District over the Property described in Exhibit A by Resolution No. _____ (the "Resolution");

WHEREAS, the Developer intends to request the City to issue bonds to assist with the financing of certain public improvements identified in the Petition (the "PID Bonds") and to levy special assessments to pay for the bonds; and

WHEREAS, the parties desire to provide for the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Developer agrees that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that the first issuance of PID Bonds or a levy of special assessments does not occur by December 31, 2023 (the "Authorization"). In such event, the Developer will not oppose the City's dissolution of the District undertaken in accordance with this Agreement and will cooperate with the City to cause the District to be dissolved.
3. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments for the District or (ii) the first issuance of the PID Bonds for the District.
4. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. Developer shall cause any person or entity to whom Developer transfers the Property or any portion thereof (the "Subsequent Owner") to execute a document containing language

substantially similar to that set forth in paragraph 2 granting the City the authorization to dissolve the District as provided in paragraph 2. Developer shall provide the City with a copy of said document within five (5) business days of signing.

5. This Agreement may be amended only by a written instrument executed by all the Parties.
6. Upon satisfaction of one of the conditions set forth in paragraph 2, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Hays County, Texas.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Hays County, Texas.
8. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

Attest:

CITY:

City of Uhland, Texas

a Texas general law municipal corporation

By: _____

Name:

Title: City Secretary

By: _____

Name:

Title: Mayor

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HAYS

§
§

This instrument is acknowledged before me on this ____ day of _____, 2021 by _____, Mayor of the City of Uhland Texas, a Texas general law municipal corporation, on behalf of that corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

RANCH ROAD WATERMILL, LLC
a Texas limited liability company

By: MG2 Investments, LLC,
a Texas limited liability company,
its Managing Member

By: 82
Name: SCOTT MILLER
Title: MANAGER

ACKNOWLEDGMENT

**THE STATE OF TEXAS §
COUNTY OF TRAVIS §**

This instrument is acknowledged before me on this 12th day of April, 2021,
by Scott Miller, manager of MG2 Investments, LLC
a Texas limited liability company, as Managing Member of Ranch Road Watermill, LLC, a Texas
limited liability company, on behalf of said entities.

[SEAL]

Cynthia Litton
Notary Public, State of Texas

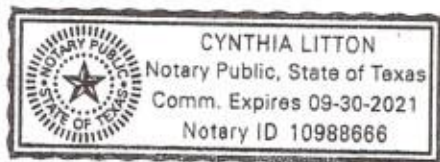
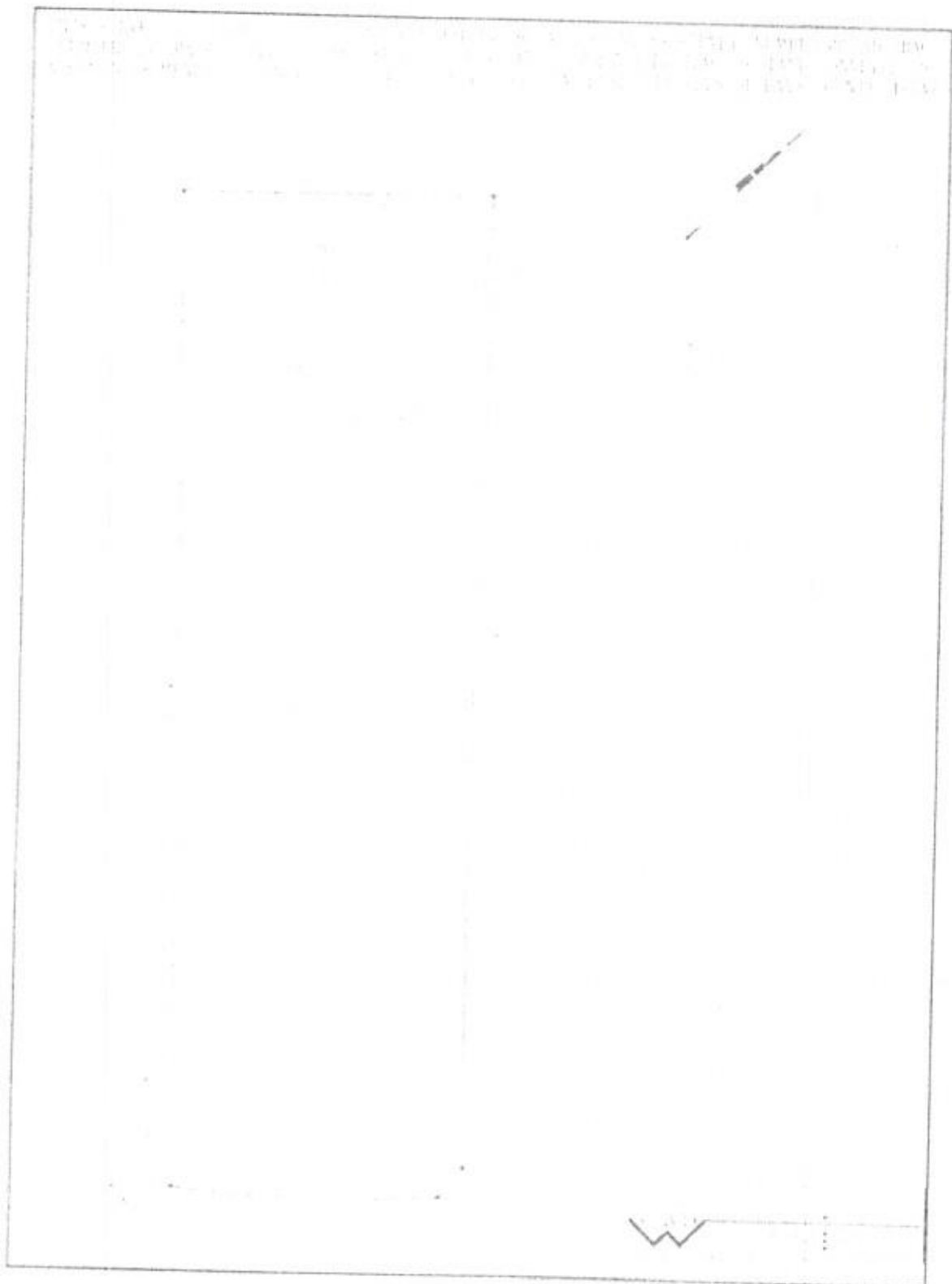


Exhibit "A"

The Property



ABSTRACT NO. 108
DADE COUNTY TEXAS
SURVEY

FIELD NOTES

FIELD NOTES
BEING ALL OF THAT CERTAIN 88.286 ACRES OF LAND SITUATED IN THE AUGUST REUSS SURVEY NUMBER 86, ABSTRACT NUMBER 398, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 88.265 ACRE TRACT OF LAND CONVEYED TO ADORA INVESTMENTS, LLC, IN VOLUME 3749, PAGE 475, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 88.286 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING of the "Point of Beginning" of the last-mentioned parcel of said 28 2/3 acre tract of land, being at the northeastern corner of a certain 210 2/3 acre tract of land, known as the "Western Texas, LP" volume 35 42, Page 662, Official Public Records of Tarrant County, Texas, same being in the northeast right-of-way end of State Highway Number 22, 100 feet wide, at the southern-most corner of the **POINT OF BEGINNING** of the here-described tract of land.

THENCE, N 45° 14' 10" W, with the corner of said 119.93 acre tract and said 88.265 acre tract of land, a distance of 255.40 feet to a corner of said 119.93 acre tract at the northernmost corner of said 119.93 acre tract (ump at the westernmost corner of said 88.265 acre tract) same being on the southern line of a failed 77.210 acre tract of land known as the "Section 30" and being in the 10th and 11th Ranges, N 45° 14' 10" W, 255.40 feet to the south end of the said 77.210 acre tract of land, a distance of 119.93 feet to the corner of said 119.93 acre tract and said 88.265 acre tract of land.

- [illegible]

[illegible]

- [illegible]

Address: Thompson, R. E. & Son, Inc.
Carlson, Brangan and Doering, Inc.
600 West Washington
St. Paul, MN 55102
PH (612) 221-9100 FAX (612) 220-9160

Submitted by: _____ Date: _____

**Agreement Regarding the Dissolution of
the Wayside Public Improvement District**

This Agreement Regarding the Dissolution of the Wayside Public Improvement District (the "Agreement") is entered into on this 14th day of April, 2021 by Aus-Tex Parts & Services, Inc. a Texas corporation, and its successors and assigns (the "Landowner") and the City of Uhland, a Texas general law municipality (the "City"), hereinafter sometimes referred to collectively as the Parties.

WHEREAS, the Landowner requested the City establish the Wayside Public Improvement District (the "District") covering the property described in Exhibit "A" attached hereto (the "Property") in that certain Petition for the Creation of a Public Improvement District to Finance Improvements to Wayside Development dated March 2, 2021 ("Petition");

WHEREAS, on the effective date of this Agreement the Property is in the City's extraterritorial jurisdiction.

WHEREAS, the Landowner is under contract to sell the Property to Ranch Road Wayside, LLC (the "Developer") and the Developer intends to develop the Property.

WHEREAS, on the same date that the parties entered into this Agreement, the City approved the formation the District over the Property described in Exhibit A by Resolution No. _____;

WHEREAS, the Developer intends to request the City to issue bonds to assist with the financing of certain public improvements identified in the Petition (the "PID Bonds") and to levy special assessments to pay for the bonds; and

WHEREAS, The parties desire to provide for the dissolution of the District if certain events do not occur by the deadlines set forth herein, including special assessments not being levied, PID Bonds not being issued, or upon petition of the owner of the Property following creation of the District.

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Landowner agrees that this Agreement constitutes Landowner's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District upon expiration of any of the following deadlines (the "Authorization"):
 - (a) the first issuance of PID Bonds does not occur or a levy of special assessments does not occur by December 31, 2023;
 - (b) the Landowner submits a petition to the City to dissolve the District no earlier than 60 days after the creation of the District but no later ten (10) days following receipt of

notice that the City intends to adopt an ordinance levying special assessments on the District; provided that the Landowner's right to petition for dissolution of the District shall expire upon conveyance of the Property to Ranch Road Wayside, LLC.

In such event, the Landowner will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. In the event the owner of the Property elects to dissolve the District as authorized in subsection (b) above, the City will undertake to dissolve the District in accordance with state law.

3. This Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments for the District or (ii) the first issuance of the PID Bonds for the District.
4. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. The Landowner shall cause any person or entity to whom Landowner transfers the Property or any portion thereof (the "Subsequent Owner") to execute a document containing language substantially similar to that set forth in paragraph 2 granting the City the authorization to dissolve the District as provided in paragraph 2. Landowner shall provide the City with a copy of said document within five (5) business days of signing.
5. This Agreement may be amended only by a written instrument executed by all the Parties.
6. Upon satisfaction of one of the conditions set forth in paragraph 2, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Hays County, Texas.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Hays County, Texas.
8. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

CITY:
City of Uhland Texas
a Texas general law municipal corporation

Attest:

By: _____

Name:

Title: City Secretary

By: _____

Name:

Title: Mayor

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this _____ day of _____, 2021
by _____, Mayor of the City of Uhland Texas, a Texas general law municipal
corporation, on behalf of that corporation.

(SEAL)

Notary Public, State of Texas

LANDOWNER:

Aus-Tex Parts & Services, Inc.

By: 

Name: David Buchanan

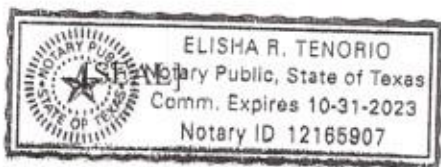
Title: Partner


ACKNOWLEDGMENT

**THE STATE OF TEXAS
COUNTY OF TRAVIS**

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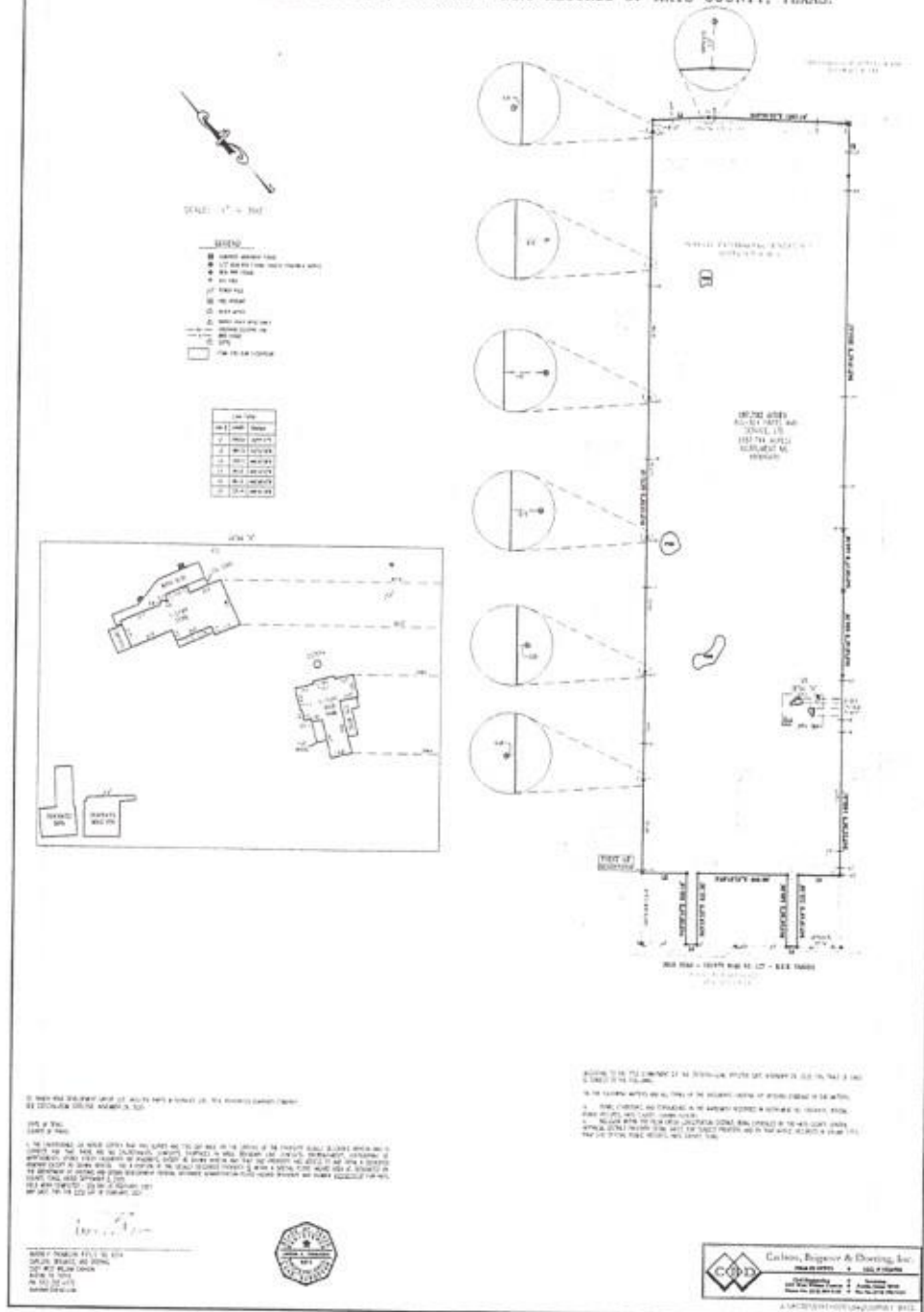
This instrument is acknowledged before me on this 12 day of April, 2021,
by David Buchanan, of Aus-Tex Parts & Services, Inc. a Texas corporation, on behalf
of said entity.




Notary Public, State of Texas

The Property

TITLE SURVEY OF 187.702 ACRES SITUATED IN THE JOHN B. WESTBROOK SURVEY NUMBER 7, ABSTRACT NUMBER 468, AND THE I. & GNR RR CO. SURVEY, ASBTRACT NUMBER 577, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 187.744 ACRE TRACT OF LAND CONVEYED TO AUS-TEX PARTS & SERVICES, LTD. IN INSTRUMENT NUMBER 18006430, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



FIELD NOTES

BEING ALL OF THAT CERTAIN 187.782 ACRE TRACT OF LAND, SITUATED IN THE JOHN B. WESTBROOK SURVEY NUMBER 7, ABSTRACT NUMBER 468, AND THE I & GN RR CO. SURVEY, ABSTRACT NUMBER 577, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 187.744 ACRE TRACT OF LAND CONVEYED TO AUSTEX PARTS AND SERVICES, LTD. IN INSTRUMENT NUMBER 18006430, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 187.782 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at a southwestern corner of said 187.744 acre tract of land, being in the southeast line of a called 6.59 acre tract of land conveyed to Feliciano Roman in Instrument Number 16019598, Official Public Records of Hays County, Texas, same being in the northwest line of a called 203 acre tract of land conveyed to S.R. Scott Family, LP. in Volume 1703, Page 587, Official Public Records of Hays County, Texas, for a southwestern corner and the **POINT OF BEGINNING** of the herein described tract of land, and from which a 1/2 inch iron rod found at the westernmost corner of said 203 acre tract, being at the southernmost corner of Lot 1, 35 South Ranches, Section 1, a subdivision recorded in Volume 7, Page 189, Plat Records of Hays County, Texas, same being in the northeast right-of-way line of County Road 127 (R.O.W. Varies), also known as High Road, bears S43°19'29"W, a distance of 516.24 feet,

THENCE, N43°19'29"E, with the northwest line of said 187.744 acre tract and the northwest line of said 203 acre tract, passing at a distance of 687.92 feet a 1/2 inch iron rod found 0.23 feet left of line, being at the easternmost corner of said 6.59 acre tract, same being at a southern corner of a called 8.43 acre tract of land conveyed to Antonio Vajello in Volume 1264, Page 27, Official Public Records of Hays County, Texas, passing at a distance of 1487.83 feet a 1/2 inch iron rod found 0.25 feet right of line, being at the easternmost corner of said 8.43 acre tract, same being at the southernmost corner of a called 80.00 acre tract of land conveyed to Jackie & Vicki Schawe in Volume 1679, Page 405, Official Public Records of Hays County, Texas, described in Volume 189, Page 556, Deed Records of Hays County, Texas, passing at a distance of 2488.48 feet a 1/2 inch iron rod found 0.73 feet right of line, being at the easternmost corner of said 80.00 acre tract of land, same being at the southernmost corner of a called 82.00 acre tract of land (Tract 1) conveyed to Jackie R. Schawe, Et al in Volume 2707, Page 738, Official Public Records of Hays County, Texas, passing at a distance of 3513.87 feet a 1/2 inch iron rod found 1.02 feet right of line, being at the easternmost corner of said 82.00 acre tract of land, same being at the southernmost corner of a called 77.6 acre tract of land conveyed to Brandon & Breann Schawe in Instrument Number 13001675, Official Public Records of Hays County, Texas, described in Volume 325, Page 205, Deed Records of Hays County, Texas, passing at a distance of 4487.73 feet a 1/2 inch iron pipe found 0.76 feet right of line, being at the easternmost corner of said 77.6 acre tract of land, same being at the southernmost corner of a called 79.95 acre tract of land (Tract 2) conveyed to Jackie R. Schawe, Et al in Volume 2707, Page 738, Official Public Records of Hays County, Texas, passing at a distance of 5492.03 feet a 1/2 inch iron rod found 0.21 feet left of line, being at the easternmost corner of said 79.95 acre tract of land, and continuing for a total distance of 5573.10 feet to a 1/2 inch iron rod found at the northernmost corner of said 187.744 acre tract, being at the northernmost corner of said 203 acre tract of land, same being in the southwest line of a called 522.84 acre tract of land conveyed to Walton Texas, LP. in Volume 3410, Page 274, Official Public Records of Hays County, Texas, for the northernmost corner of the herein described tract of land,

THENCE, with the common line of said 187.782 acre tract and said 522.84 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- 1) S50°21'17"E, a distance of 406.54 feet to 1/2 inch iron rod found for corner, from which a 1/2 inch iron rod found with cap stamped "TRI-TECH" bears N45°20'02"E, a distance of 2.22 feet, and
- 2) S45°20'03"E, passing the southernmost corner of said 522.84 acre tract of land, being at the westernmost corner of a called 395.35 acre tract of land conveyed to Walton Texas, LP. in Volume 3440, Page 208, Official Public Records of Hays County, Texas, and continuing for a total distance of 1037.16 feet to a concrete monument found at the easternmost corner of said 203 acre tract, same being at the easternmost corner of said 187.744 acre tract of land, also being at the northernmost corner of a called 221.858 acre tract of land conveyed to Hays C.I.S.D. in Volume 3365, Page 790, Official Public Records of Hays County, Texas, also being in the southwest line of said 395.35 acre tract, for the easternmost corner of the herein described tract of land,

THENCE, with the southeast line of said 203 acre tract, the southeast line of said 187.744 acre tract, and the northwest line of said 221.858 acre tract, the following five (5) courses and distances, numbered 1 through 5,

- 1) S42°53'18"W, a distance of 384.15 feet to a 1/2 inch iron rod found for corner,
- 2) S43°19'42"W, a distance of 2631.51 feet to a 1/2 inch iron rod found for corner,
- 3) S42°28'17"W, a distance of 445.56 feet to a concrete monument found for corner,
- 4) S42°58'46"W, a distance of 630.79 feet to a 1/2 inch iron rod found for corner, and
- 5) S42°22'38"W, passing the northernmost corner and the westernmost corners of a called 0.46 acre tract of land conveyed to County Line Special Utility District in Instrument Number 16024633, Official Public Records of Hays County, Texas, and continuing for a total distance of 1483.21 feet to a 1/2 inch iron rod found for a southern corner of the herein described tract of land,

THENCE, over and across said 203 acre tract and along a southern line of said 187.744 acre tract, the following two (2) courses and distances, numbered 1 and 2,

- 1) N46°40'09"W, a distance of 309.11 feet to a 1/2 inch iron rod found for corner, and
- 2) S43°19'49"W, a distance of 525.68 feet to a 1/2 inch iron rod found in the southwest line of said 203 acre tract, being at the southernmost corner of said 187.744 acre tract, same being in the northeast line of aforesaid High Road, for the southernmost corner of the herein described tract of land, and from which a 1/2 inch iron rod found bears S47°05'01"E, a distance of 327.24 feet,

THENCE, N46°52'22"W, with the common line of said High Road, said 203 acre tract, and said 187.744 acre tract, a distance of 80.03 feet to a 1/2 inch iron rod found for corner,

THENCE, over and across said 203 acre tract and along a southern line of said 187.744 acre tract, the following three (3) courses and distances, numbered 1 through 3,

- 1) N43°20'30"E, a distance of 526.05 feet to a 1/2 inch iron rod found for corner,
- 2) N46°40'23"W, a distance of 659.29 feet to a 1/2 inch iron rod found for corner, and

187.782 ACRES
JOHN B. WESTBROOK SURVEY NO. 7, ABSTRACT NO. 468
I & GN RR CO. SURVEY, ABSTRACT NO. 577
HAYS COUNTY, TEXAS

- 3) S43°19'33"W, a distance of 521.30 feet to a 1/2 inch iron rod found in the southwest line of said 203 acre tract, being at a southern corner of said 187.744 acre tract, same being in the northeast line of said High Road, for a southern corner of the herein described tract of land,

THENCE, N45°48'43"W, with the common line of said High Road, said 203 acre tract, and said 187.744 acre tract, a distance of 80.13 feet to a 1/2 inch iron rod found for corner,

THENCE, over and across said 203 acre tract and along a southern line of said 187.744 acre tract, the following two (2) courses and distances, numbered 1 and 2,

- 1) N43°20'19"E, a distance of 520.16 feet to a 1/2 inch iron rod found for corner, and
- 2) N46°40'28"W, a distance of 326.09 feet to the **POINT OF BEGINNING** and containing 187.782 acres of land.

Surveyed by:



Aaron Thomason, R.P.L.S. NO. 6214
Carlson, Brigrance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
Aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

CITY OF UHLAND

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF UHLAND, TEXAS, AUTHORIZING
AND CREATING THE WATERMILL PUBLIC IMPROVEMENT
DISTRICT WITHIN THE BOUNDARIES AND EXTRATERRITORIAL
JURISDICTION OF THE CITY OF UHLAND PURSUANT TO CHAPTER
372 OF THE TEXAS LOCAL GOVERNMENT CODE AND PROVIDING
AN EFFECTIVE DATE**

WHEREAS, the City of Uhlend, Texas (the "City") in Hays County, received a petition requesting creation of the Watermill Public Improvement District (the "District") under Chapter 372 of the Texas Local Government Code, referred to herein as "the Act" (the "Petition"). The Petition is from Ranch Road Watermill, LLC, the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Hays County) in the proposed District and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment under the proposal; and

WHEREAS, the boundaries of the proposed District are described in Exhibit A attached hereto, said area for the District being approximately 88.265 acre, approximately 7.125 acres being within the boundaries of the City and approximately 81.140 acres being within the extraterritorial jurisdiction of the City; and

WHEREAS, by separate action, Petitioners requested annexation of the 81.140 acres into the City boundaries; and

WHEREAS, after providing all notices required by the Act, the City conducted a public hearing on the advisability of the improvements and services described in the Petition; and

WHEREAS, the Petition has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

SECTION 2: The Petition submitted to the City was filed with the City Secretary and complies with Subchapter A of the Act.

SECTION 3. Notice was provided to the property owners and published in the newspaper as required by law. Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

Resolution No. _____
Authorizing and Creating the Watermill Public Improvement District

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the District.
- (b) General Nature of the Proposed Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, parking facilities, sidewalks, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) - (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) - (vii) above, including costs of establishing, administering and operating the District.
- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$7,500,000.00 (including bond issuance and other financing costs).
- (d) District Boundaries. The District will include approximately 88.265 acres of land located in the City boundaries and in the City's extraterritorial jurisdiction as more fully described in Exhibit A attached hereto.
- (e) Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are levied against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.
- (f) Proposed Apportionment of Cost between the District and the City. Authorization and creation of the District will not obligate the City to provide any funds to finance the Public Improvements. All of the costs of the Public Improvements will be paid from assessments levied on the property within the District and from other funds available to the District.

Resolution No. _____
Authorizing and Creating the Watermill Public Improvement District

- (g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) Advisory Body. The District shall be currently managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

SECTION 4. The Watermill Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution.

SECTION 5. The City's staff is directed to give notice of the authorization for the establishment of the Watermill Public Improvement District by publishing a copy of this Resolution once in a newspaper of general circulation within the City. Such authorization shall take effect and the Watermill Public Improvement District shall be deemed to be established effective upon the publication of such notice. The Watermill Public Improvement District shall exist until dissolved or terminated as provided by law.

SECTION 6. This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

[Signature page follows]

Resolution No. _____
Authorizing and Creating the Watermill Public Improvement District

PASSED AND ADOPTED by the City Council of Uhland, Texas, at a regular meeting on the _____ day of _____, 2021, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Vicki Hunter, Mayor

ATTEST:

Karen Gallaher, City Administrator
City of Uhland, Texas

[CITY SEAL]

Resolution No. _____
Authorizing and Creating the Watermill Public Improvement District

EXHIBIT A
BOUNDARIES

CITY OF UHLAND

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF UHLAND, TEXAS, AUTHORIZING
AND CREATING THE WAYSIDE PUBLIC IMPROVEMENT DISTRICT
WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY
PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT
CODE AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Uhlend, Texas (the "City") in Hays County received a petition (the "Petition") requesting creation of the Wayside Public Improvement District (the "District") under Chapter 372 of the Texas Local Government Code, referred to herein as "the Act" (the "Petition"). The Petition is from Aus-Tex Parts & Services, Inc., the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Hays County) in the proposed District and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment under the proposal; and

WHEREAS, the boundaries of the proposed District are described in Exhibit A attached hereto, said area for the District being approximately 188.782 acre within the extraterritorial jurisdiction of the City; and

WHEREAS, after providing all notices required by the Act, the City conducted a public hearing on the advisability of the improvements and services described in the Petition; and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

SECTION 2: The Petition submitted to the City was filed with the City Secretary and complies with Subchapter A of the Act.

SECTION 3. Notice was provided to the property owners and published in the newspaper as required by law. Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the District.

Authorizing and Creating the Wayside Public Improvement District

- (b) General Nature of the Proposed Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, parking facilities, sidewalks, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) - (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) - (vii) above, including costs of establishing, administering and operating the District.
- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$25,000,000.00 (including bond issuance and other financing costs).
- (d) District Boundaries. The District will include approximately 187.782 acres of land located in the extraterritorial jurisdiction of the City as more fully described in Exhibit A attached hereto.
- (e) Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.
- (f) Proposed Apportionment of Cost between the District and the City. Authorization and creation of the District will not obligate the City to provide any funds to finance the Public Improvements. All of the costs of the Public Improvements will be paid from assessments levied on the property within the District and from other funds available to the District.
- (g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time, advise the City regarding certain operations of the District.

Authorizing and Creating the Wayside Public Improvement District

- (h) Advisory Body. The District shall be currently managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

SECTION 4. The Wayside Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution.

SECTION 5. The City's staff is directed to give notice of the authorization for the establishment of the Wayside Public Improvement District by publishing a copy of this Resolution once in a newspaper of general circulation within the City and the extraterritorial jurisdiction of the City. Such authorization shall take effect and the Wayside Public Improvement District shall be deemed to be established effective upon the publication of such notice. The Wayside Public Improvement District shall exist until dissolved or terminated as provided by law.

SECTION 6. This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

[Signature page follows]

Resolution No. _____
Authorizing and Creating the Wayside Public Improvement District

PASSED AND ADOPTED by the City Council of Uhland, Texas, at a regular meeting on the _____ day of _____, 2021, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Vicki Hunter, Mayor

ATTEST:

Karen Gallaher, City Administrator
City of Uhland, Texas

[CITY SEAL]

Resolution No. _____
Authorizing and Creating the Wayside Public Improvement District

EXHIBIT A
BOUNDARIES



PROJECT MEMORANDUM

Vicki Hunter, Mayor
City of Uhland
15 North Old Spanish Trail
Uhland, TX 78640
(512) 398-7399

RE: HARVEST CREEK MASS GRADING VARIANCE REQUEST

SUBJECT: RECOMMENDATION FOR DISAPPROVAL

DATE: April 13, 2021

Dear Mrs. Hunter:

Cuatro Consultants, Ltd., has reviewed the variance request with the current City of Uhland Land Development Ordinance 245. We recommend disapproval of the requested variance request to allow mass grading prior to Construction Drawing approval.

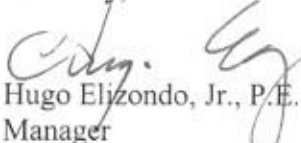
Based on Article V: Section 1.D of Ordinance 245: "No clear-cutting or rough-cutting of land shall be permitted until a final plat or plan has been approved by the City Council, except for the limited clearing and rough-cutting which is necessary for soil testing and surveying as required by this ordinance. No other clearing or rough-cutting shall be permitted except as necessary for construction of temporary erosion and sedimentation controls until these controls are in place and approved by the City."

For comparison, the City of Austin allows rough-cut of land prior to a final site construction permit approval being given, however a separate rough-cut permit is required.

Given the City of Uhland does not have a rough-cut permit application and the Current code states clearly it is not allowed, we recommend disapproval of this request.

Please advise if you have any questions concerning this matter.

Sincerely,


Hugo Elizondo, Jr., P.E.
Manager