

Item # 13

CITY OF SMITHVILLE

PLANNING & ZONING APPLICATION

APPLICATION TYPE

Zoning Change
Request:

- ☒ Change in Zoning Class
☐ Change in Ordinance
☐ Variance
☐ Special Exception Use
☒ Minor Plat/Subdivision
☐ Other _____

Number of
Requests:

- ☒ Single
☐ Multiple

PROPERTY IDENTIFICATION

Street Address TO BE DETERMINED - SHORT STREET

*** Applicant must submit an accurate location map and site plan for application to be considered ***

Legal description

- ☒ Platted Land (please provide subdivision, block and lot information below)
☐ Unplatted Land (please submit the metes and bounds description from deed)

Subdivision Name:

CHIP'S HAVEN (proposed subdivision)

Property Tax Code:

49198

Block Number:

NA

Lot Number:

9

Property Owner
(as listed on Deed):

CHIP'S HAVEN, LLC (Cade Hurta, President)

Property Owner
Mailing Address:

874 LOOP ROAD, SMITHVILLE, 78957

Owner's Phone No:

512-284-1402

Owner's Email:

churta@fnbbastrop.com

Agent's Name
(if applicable):

BEFCO ENGINEERING, INC.

Agent's Mailing
Address:

485 N JEFFERSON, LA GRANGE, 78945

Agent's Phone No:

979-968-6474

Agent's Email:

kevin@befcoengineering

DESCRIPTION OF VARIANCE / EXCEPTION REQUEST

Current Zone Class:	SF-1 <input checked="" type="checkbox"/>	SF-2 <input type="checkbox"/>	Proposed Zone Class:	SF-1 <input type="checkbox"/>	SF-2 <input type="checkbox"/>
	MR <input type="checkbox"/>	C-1 <input type="checkbox"/>		MR <input type="checkbox"/>	C-1 <input type="checkbox"/>
	C-2 <input type="checkbox"/>	C-3 <input type="checkbox"/>		C-2 <input type="checkbox"/>	C-3 <input type="checkbox"/>
	MHS <input type="checkbox"/>	MF <input type="checkbox"/>		MHS <input type="checkbox"/>	MF <input type="checkbox"/>
	CF <input type="checkbox"/>	PD <input type="checkbox"/>		CF <input checked="" type="checkbox"/>	PD <input type="checkbox"/>
	PD-Z <input type="checkbox"/>	I <input type="checkbox"/>		PD-Z <input type="checkbox"/>	I <input type="checkbox"/>
	CBD <input type="checkbox"/>	PD-Z <input type="checkbox"/>		CBD <input type="checkbox"/>	PD-Z <input type="checkbox"/>

Describe variance requested:

Change to zone CF to allow existing office building to remain in place.

Describe special use requested:

Reason for Request:
(explain why special exception is sought or why a variance has been requested)

Zoning was changed to SF-1 on entire block prior to sale by Smithville Hospital Authority. Lot 9 of Chip's Haven, (proposed residential subdivision of former hospital property) is the location of an existing medical office building. Current owners would like to allow the existing office building to remain in place and be utilized in a similar capacity.

PETITION

As Owner/Agent, I hereby petition the City of Smithville for approval of the above described request as provided by the laws of the State of Texas and Ordinances of the City. I understand and agree that the Petition fee is non-refundable and that I must attend the Planning & Zoning meeting and subsequent City Council meeting in order for my application to be considered for approval.

Signature: 

Date: 2-18-21

OFFICE USE ONLY:

Fee Amount: _____

Fee Payment: _____

P&Z Date: _____

Council Date: _____

Accepted By: _____

Date Submitted: _____

☐ Notice sent to property owners within 200 feet of proposed property

CITY OF SMITHVILLE

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☒ Special Exception Use
☐ Minor Plat/Subdivision
☐ Other _____

Number of
Requests:

- ☒ Single
☐ Multiple

PROPERTY IDENTIFICATION

Street Address

306 Cleveland Street Smithville Texas 78957

*** Applicant must submit an accurate location map and site plan for application to be considered ***

Legal description

- ☒ Platted Land (please provide subdivision, block and lot information below)
☐ Unplatted Land (please submit the metes and bounds description from deed)

Subdivision Name:

Smithville Townsite

Property Tax Code:

Block Number:

21

Lot Number:

1 & 2 (FR)

Property Owner
(as listed on Deed):

Gonzalo Barrientos

Property Owner
Mailing Address:

306 Cleveland Street Smithville Tx 78957

Owner's Phone No:

909-957-5566

Owner's Email:

cassiembarrimentos@gmail.com

Agent's Name
(if applicable):

N/A

Agent's Mailing
Address:

Agent's Phone No:

Agent's Email:

DESCRIPTION OF VARIANCE / EXCEPTION REQUEST

Current Zone Class:	SF-1 <input checked="" type="checkbox"/>	SF-2 <input type="checkbox"/>	Proposed Zone Class:	SF-1 <input checked="" type="checkbox"/>	SF-2 <input type="checkbox"/>
	MR <input type="checkbox"/>	C-1 <input type="checkbox"/>		MR <input type="checkbox"/>	C-1 <input type="checkbox"/>
	C-2 <input type="checkbox"/>	C-3 <input type="checkbox"/>		C-2 <input type="checkbox"/>	C-3 <input type="checkbox"/>
	MHS <input type="checkbox"/>	MF <input type="checkbox"/>		MHS <input type="checkbox"/>	MF <input type="checkbox"/>
	CF <input type="checkbox"/>	PD <input type="checkbox"/>		CF <input type="checkbox"/>	PD <input type="checkbox"/>
	PD-Z <input type="checkbox"/>	I <input type="checkbox"/>		PD-Z <input type="checkbox"/>	I <input type="checkbox"/>
	CBD <input type="checkbox"/>	PD-Z <input type="checkbox"/>		CBD <input type="checkbox"/>	PD-Z <input type="checkbox"/>

Describe variance requested:

Describe special use requested:

make current building a guest house

Reason for Request:
(explain why special exception is sought or why a variance has been requested)

this is the last area of our home to be updated after living there 7 years. we have family from out of town and in-laws from California that are partial retring and would like to stay with us when they are out here. The bottom area will be an office for our personal use. The house next to us has a 2 story garage apartment and across the street as well so it will be aesthetically pleasing and from all

PETITION

together.

As Owner/Agent, I hereby petition the City of Smithville for approval of the above described request as provided by the laws of the State of Texas and Ordinances of the City. I understand and agree that the Petition fee is non-refundable and that I must attend the Planning & Zoning meeting and subsequent City Council meeting in order for my application to be considered for approval.

Signature: _____

CB Smith

Date: _____

1/13/21

OFFICE USE ONLY:

Fee Amount: _____

Fee Payment: _____

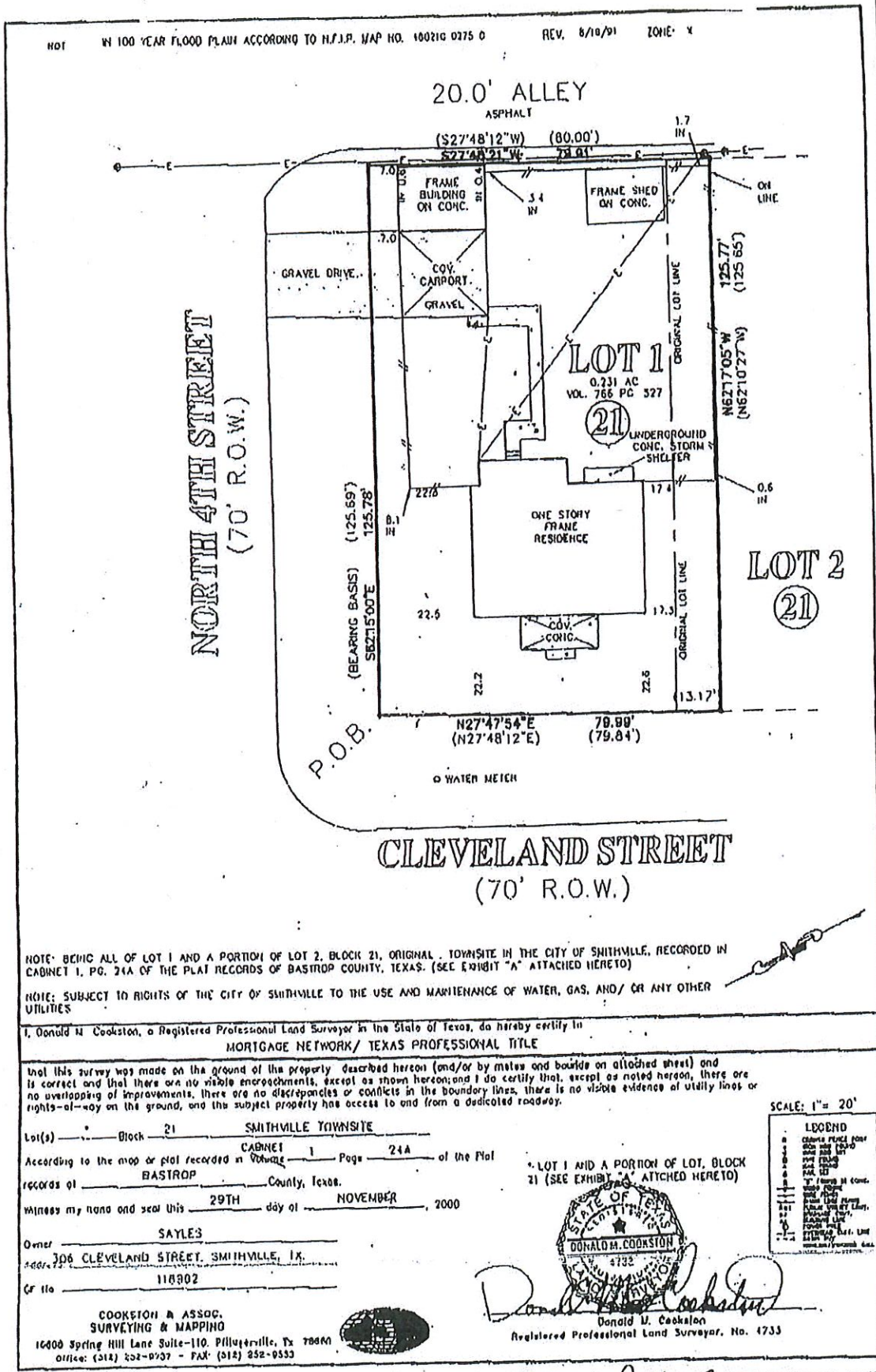
P&Z Date: _____

Council Date: _____

Accepted By: _____

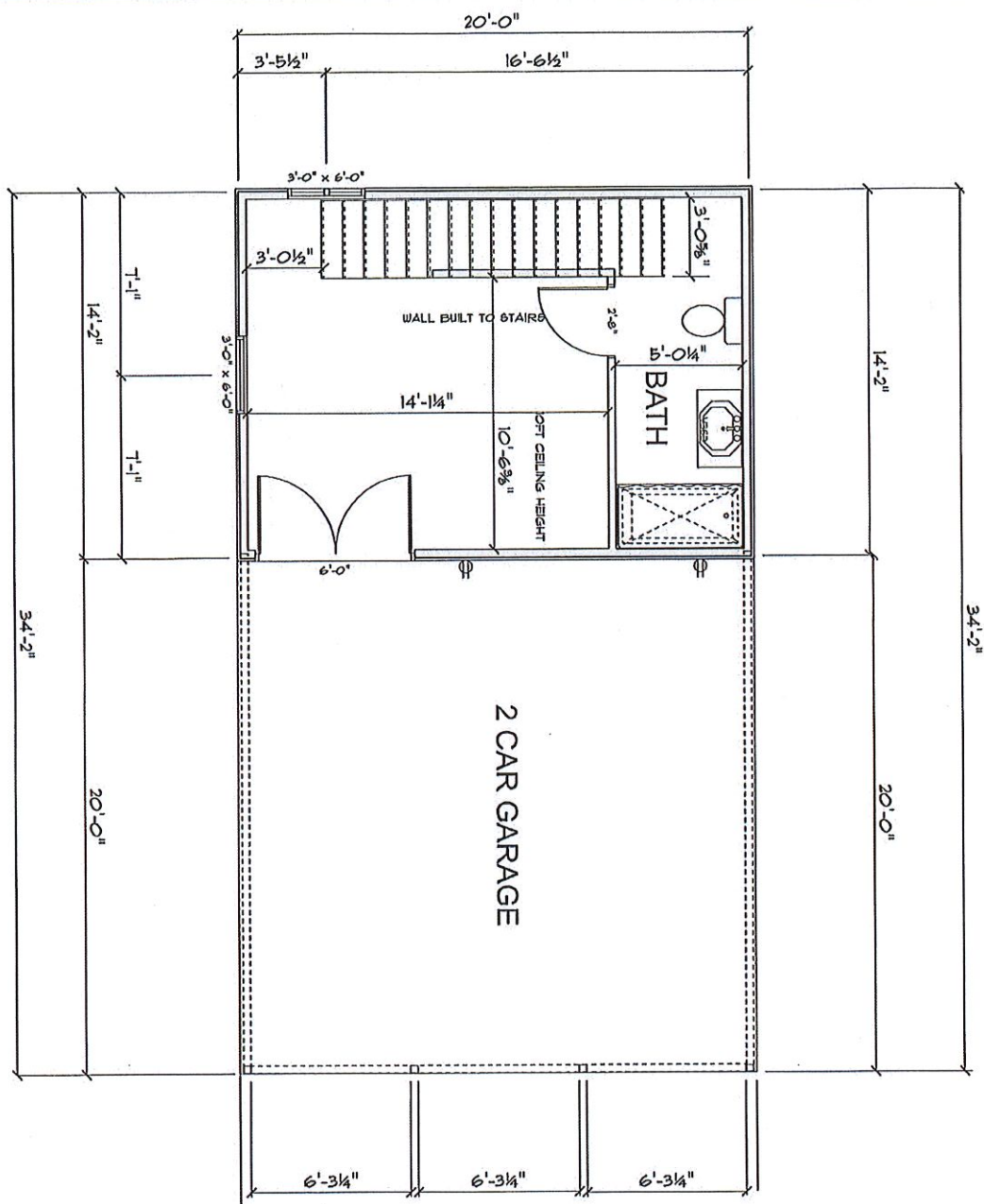
Date Submitted: _____

☐ Notice sent to property owners within 200 feet of proposed property



Angel B...

Carol Miller 11/30/05

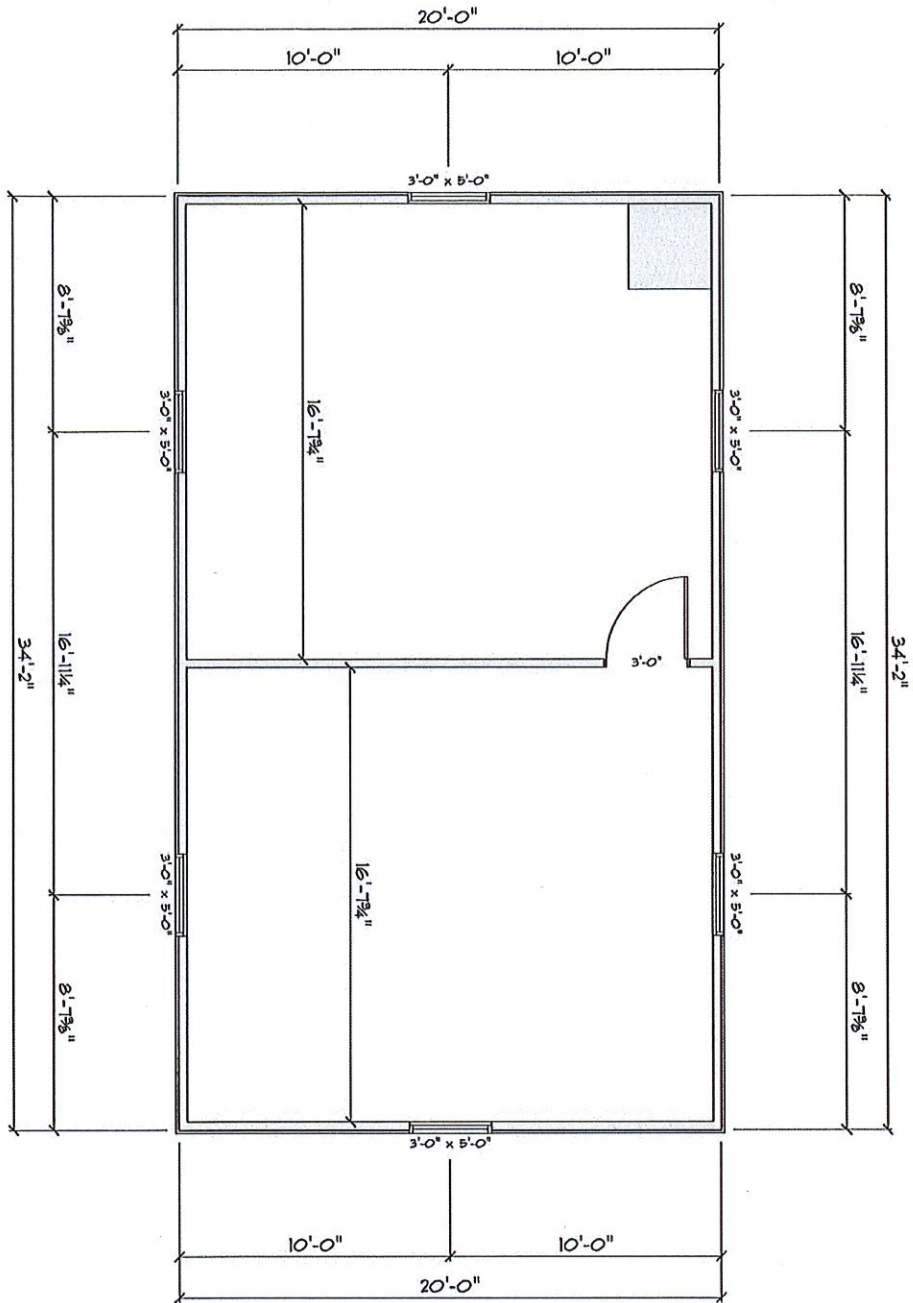


AREA SCHEDULE	
	AREA
1ST FLOOR LIVING	291.9 sq ft.
CARPORT	397.1 sq ft.

OPENING SCHEDULE			
PRODUCT CODE	SIZE	HINGE	REVERSED COUNT
72X80 COLONIAL 2	6'-0"	LR	NO 1
32X80 COLONIAL A 1	2'-8"	R	NO 1
36X72 DOUBLE HUNG 1-MODIFIED	3'-0" x 6'-0"	U	NA 1
36X72 DOUBLE HUNG 2-MODIFIED	3'-0" x 6'-0"	UU	NA 1

1ST FLOOR 10FT WALLS
6'3" DOOR HEIGHT
8' WINDOW HEIGHT
ASPHALT SHINGLES
6X6 PORCH POST
6/12 ROOF PITCH
12' OVERHANG N GABLES
16' OVERHANG ON FRONT AND BACK FACIA

Second floor
SCALE 1/4" = 1'-0"



AREA SCHEDULE	
AREA	
SECOND FLOOR	696.9 sq ft.

OPENING SCHEDULE					
PRODUCT CODE	SIZE	HINGE	REVERSED	COUNT	
36X60 COLONIAL B.1	3'-0"	R	NO	1	
36X60 DOUBLE HUNG 1-MODIFIED	3'-0" x 5'-0"	U	NA	4	
36X60 DOUBLE HUNG 1	3'-0" x 5'-0"	U	NA	2	

8FT WALL HEIGHT
ASPHALT SHINGLES
6/12 PITCH
WINDOW HEIGHT 6-8
DOOR HEIGHT 6-8

Anthony Barrios
PHONE:
FAX:

SOFTPLAN
ARCHITECTURAL DESIGN SOFTWARE

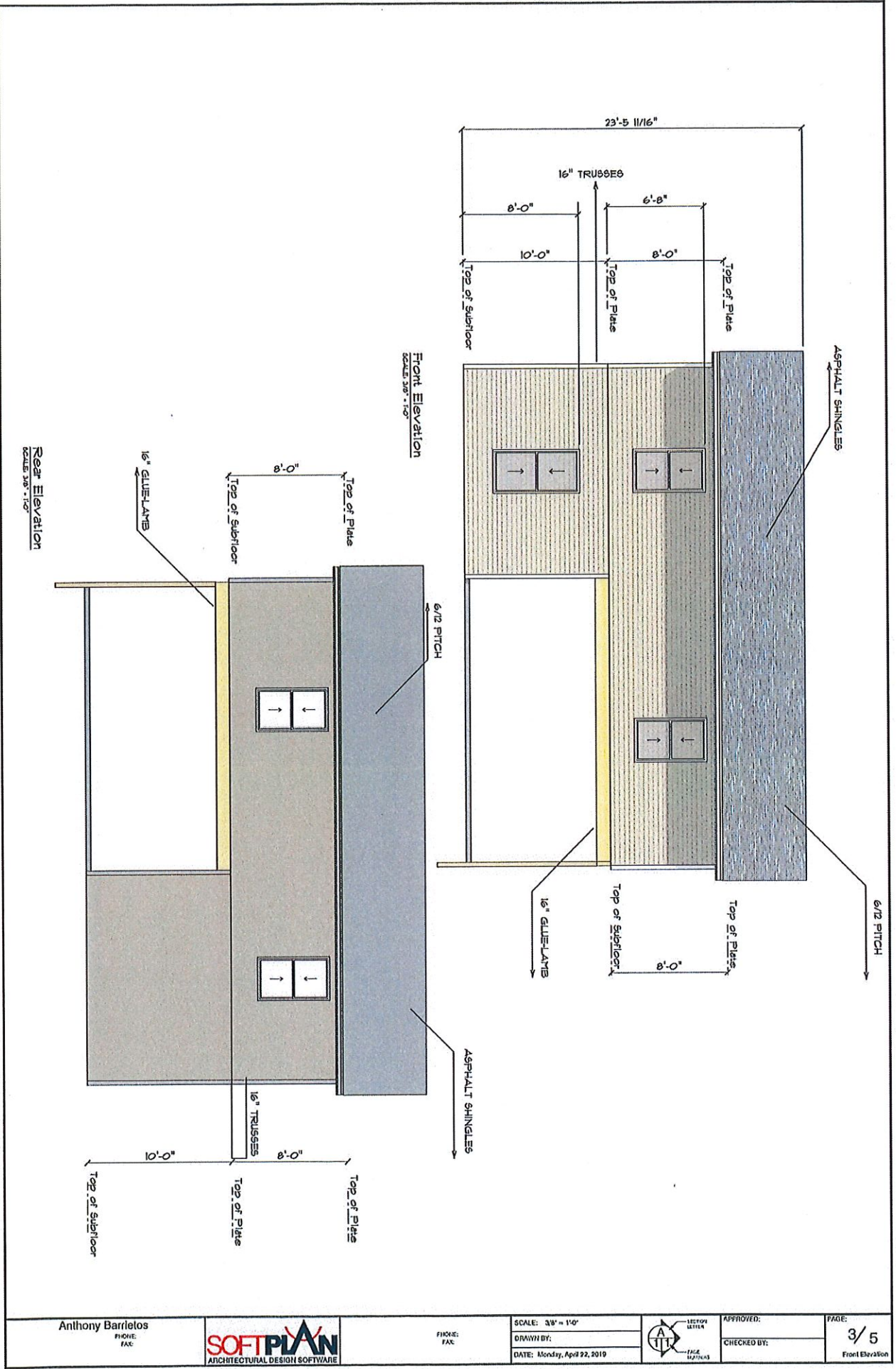
PHONE:
FAX:

SCALE: 1/2" = 1'-0"
DRAWN BY:
DATE: Monday, Apr 22, 2010



APPROVED:
CHECKED BY:

PAGE:
2/5
Second Floor



Anthony Barrios
PHONE:
FAX:

SOFTPLAN
ARCHITECTURAL DESIGN SOFTWARE

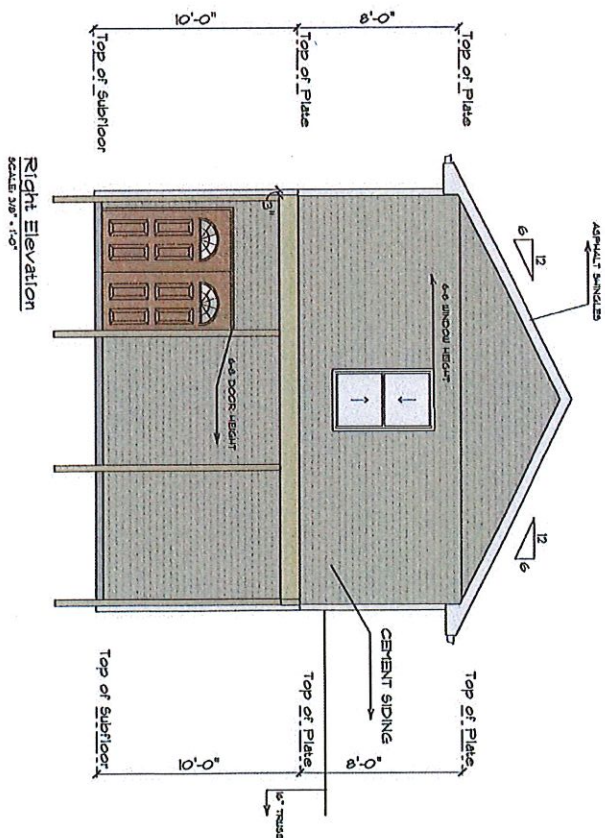
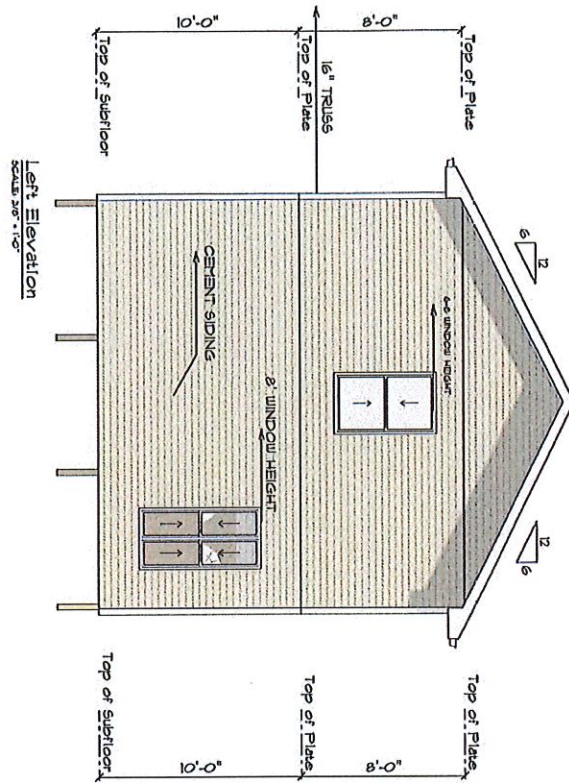
PHONE:
FAX:

SCALE: 3/8" = 1'-0"
DRAWN BY:
DATE: Monday, April 22, 2010

SECTION
LETTER
A
PAGE
12/20/08

APPROVED:
CHECKED BY:

PAGE:
3/5
Front Elevation



Anthony Barrios
PHONE:
FAX:

SOFTPLAN
ARCHITECTURAL DESIGN SOFTWARE



PHONE:
FAX:

SCALE: 3/8" = 1'-0"
DRAWN BY:
DATE: Monday, April 22, 2010

SECTION
LETTER
PAGE
NUMBER

APPROVED:
CHECKED BY:

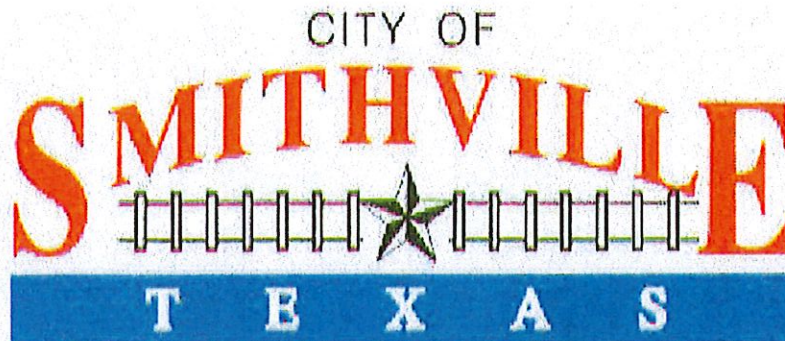
PAGE:
4/5
Side Elevations

					<p>SECTION ELEVATION</p>  <p>SCALE: As Noted</p> <p>DRAWN BY:</p> <p>DATE: Monday, April 22, 2019</p>		<p>APPROVED:</p> <p>CHECKED BY:</p>		<p>PAGE:</p> <p>5/5</p> <p>ROOF PLAN</p>	
<p>Anthony Barrios</p> <p>PHONE:</p> <p>FAX:</p>				<p>PHONE:</p> <p>FAX:</p>						

MAYOR
JOANNA MORGAN

COUNCIL MEMBERS
JANICE BRUNO
MIKE KAHANAK
SHARON FOERSTER
WILLIAM GORDON

CITY MANAGER
ROBERT TAMBLE



317 MAIN STREET
P.O. BOX 449
SMITHVILLE, TEXAS
78957
(512) 237-3282
FAX (512) 237-4549

03/11/2021

Dear Property Owner/Current Resident,

The City of Smithville Planning and Zoning Commission will hold a Public Hearing on April 6, 2021, at 6:00 p.m. via videoconference for:

- Discussion and Action on a Special Use Permit for a Guest House and a Variance for Zero Lot Line at 306 Cleveland Street, Smithville Townsite, Block 21, Lot 1 & 2 (FR), Acres 0.2310, R19301, Owner Gonzalo Barrientos.

The Commission will hear all citizens' concerns for or against the Special Use Permit. Please contact Tracie Dzenowski for details to sign up to speak or to submit any questions or comments to be read out loud during the April 6, 2021 scheduled meeting. Comments and questions must be received by 5:00 p.m. April 6, 2021 to be heard at the 6:00 p.m. meeting.

The Planning and Zoning Commission will give the City Council a recommendation to approve or deny the request(s). The Special Use Permit for a garage apartment will go before City Council on May 10, 2021, at 6:00 p.m. for discussion and action.

This meeting will be closed to in-person attendance by the public. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. If you have comments regarding an agenda item please email twallace@ci.smithville.tx.us or call 512-237-3282 ext 2101 and please leave a message if you reach voicemail. Comments and questions must be received by 5:00 p.m April 6, 2021 to be heard at the 6:00 p.m. meeting.

Continued on back →

Please follow us on our YouTube Page:

(www.youtube.com/channel/UCN7rJz0wVks4zWV9EvKcH5w). You can also go to the City website and click the link on the Planning & Zoning page to access our YouTube page. We will go live at 6:00 p.m. so that you can view the live conference call. The meeting will be recorded and uploaded to the City website following the conclusion of the meeting.

If you have any questions or concerns please reach out to Tracie Dzenowski at 512-237-3282 ext. 2101 and check the City website for any updates about this meeting.

Thank You,

Tracie Dzenowski

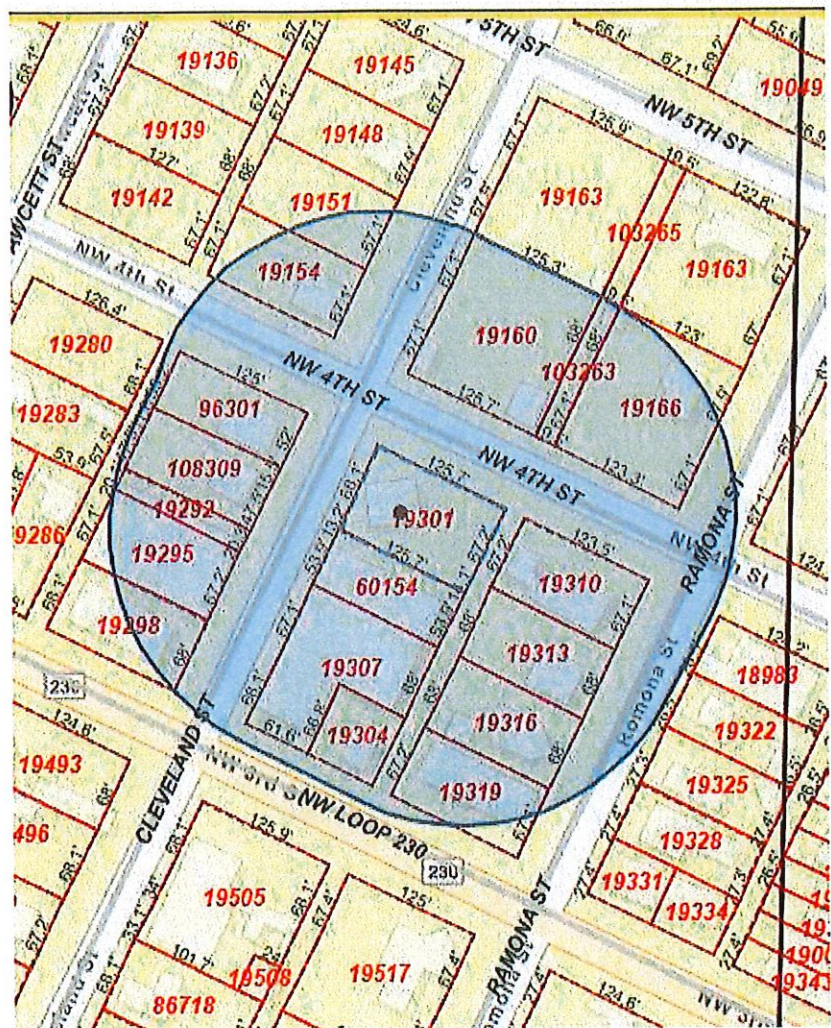
City of Smithville

512-237-3282 ext 2101

Planning and Zoning Commission: Brian Riewe, Nancy Catherman, Tom Etheredge, Diana Ewen, and Caroline Noya

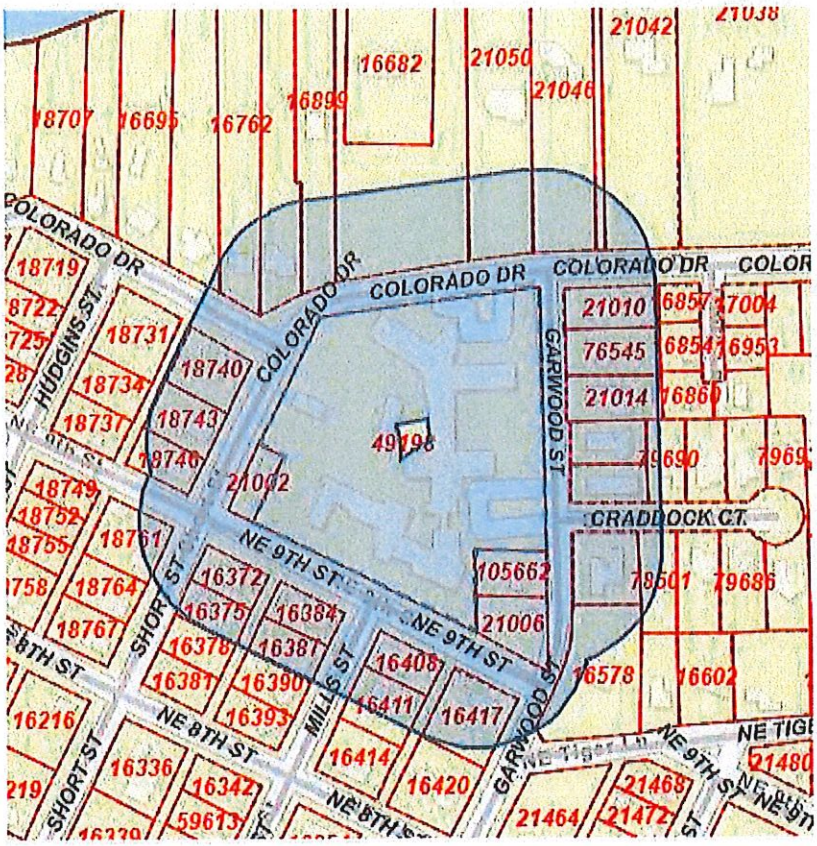
Prop. ID	Property Owner on file	Legal Description	Physical Address	Property owner address on file
103263	THE EMILY BOYD-HEWITT SURVIVOR'S TRUST	57820 - Smithville Townsite, BLOCK 12, (PT OF ALLEY), ACRES 0.06	403 RAMONA ST	SMITHVILLE TX 78957
103265	QUANCE DEVELOPMENT LLC	57820 - Smithville Townsite, BLOCK 12, (PT OF ALLEY), ACRES 0.06	15306 BANDERA FALLS BEND	CYPRESS TX 77429
108309	MIDDLEBROOK RENTALS LLC	Smithville Townsite, BLOCK 20, Lot 5 (FR) - 6 (FR)	1724 BRAZOS BEND DR	SMITHVILLE TX 78957
19151	GRAY, ELIZABETH L	SMITHVILLE TOWNSITE, BLOCK 11, LOT 7	403 CLEVELAND ST	SMITHVILLE TX 78957
19154	KING, GARY L & DEBORAH L	SMITHVILLE TOWNSITE, BLOCK 11, LOT 8	1315 FM 2104	SMITHVILLE TX 78957
19160	EMILY BOYD-HEWITT SURVIVOR'S TRUST	SMITHVILLE TOWNSITE, BLOCK 12, LOT 3 & 4	403 RAMONA ST	SMITHVILLE TX 78957
19163	QUANCE DEVELOPMENT LLC	SMITHVILLE TOWNSITE, BLOCK 12, LOT 1, 2, 5 & 6	15306 BANDERA FALLS BEND	CYPRESS TX 77429
19166	EMILY BOYD-HEWITT SURVIVOR'S TRUST	SMITHVILLE TOWNSITE, BLOCK 12, LOT 1, 2, 5 & 6	15306 BANDERA FALLS BEND	CYPRESS TX 77429
19292	MUTSCHNIK, DON & PATRICIA	Smithville Townsite, BLOCK 20, Lot 5 (FR) - 6 (FR)	403 RAMONA ST	SMITHVILLE TX 78957
19295	MUTSCHNIK, MILTON ET	SMITHVILLE TOWNSITE, BLOCK 20, LOT 7	P O BOX 602	SMITHVILLE TX 78957
19298	PEASE, GRANT & KATHERINE	SMITHVILLE TOWNSITE, BLOCK 20, LOT 8	206 NW LOOP 230	SMITHVILLE TX 78957
19301	BARRIENTOS, GONZALO	SMITHVILLE TOWNSITE, BLOCK 20, LOT 8	PO BOX 509	SMITHVILLE TX 78957
19304	SAIERNO, LINDA	SMITHVILLE TOWNSITE, BLOCK 21, LOT 1 & 2 (FR), ACRES 0.2310	300 W 2ND ST	SMITHVILLE TX 78957
19307	MUTSCHNIK, MILTON ET	SMITHVILLE TOWNSITE, BLOCK 21, LOT 4 (E 1/2)	204 NW LOOP 230	SMITHVILLE TX 78957
19310	MORGAN, JAMES MICHAEL & JOANNA LEE	SMITHVILLE TOWNSITE, BLOCK 21, LOT 3 & 4	206 N W LOOP 230	SMITHVILLE TX 78957
19313	THOMPSON, MARGARET ELIZABETH	SMITHVILLE TOWNSITE, BLOCK 21, LOT 5	P O BOX 907	SMITHVILLE TX 78957
19316	FRAZIER, FLETCHER & DEMETRA	SMITHVILLE TOWNSITE, BLOCK 21, LOT 6	305 RAMONA ST	SMITHVILLE TX 78957
19319	MITRI LLC	SMITHVILLE TOWNSITE, BLOCK 21, LOT 7	303 ROMONA ST	SMITHVILLE TX 78957
60154	MUTSCHNIK, ELEANOR	SMITHVILLE TOWNSITE, BLOCK 21, LOT 8	11317 RUNNELL RIDGE RD	MANOR TX 78653
96301	AMOS, SUSAN M	SMITHVILLE TOWNSITE, BLOCK 21, LOT 2 (FR), ACRES 0.1564	603 COLORADO DRIVE	SMITHVILLE TX 78957
		57820 - Smithville Townsite, BLOCK 20, Lot 5 (FR)	307 CLEVELAND ST	SMITHVILLE TX 78957

200' neighbors of 306 Cleveland



Prop. ID	Property Owner on file	Legal Description	Physical Address	Mailing Address on file
105662	KUBENAKI, ERIC NORIO & HEATHER ERIN	Taylor Addition, BLOCK 5, LOT 5 & 6 FR	903 GARWOOD ST	1241 DEWING LN WALNUT CREEK CA 94595
16372	KUBENA, PATRICIA L & HENRY B III	BURLESON, BLOCK 9A, LOT 1	806 SHORT ST	806 SHORT ST P O BOX 1058 SMITHVILLE TX 78957
16375	KOCHELEK, EVAN & KRISTEN	BURLESON, BLOCK 9A, LOT 2	804 SHORT ST	804 SHORT ST SMITHVILLE TX 78957
16384	TODD, MOLLY & PAUL JR	BURLESON, BLOCK 9A, LOT 5	807 MILLS ST	807 MILLS ST SMITHVILLE TX 78957
16387	NEILSON, BETH KUSHNER	BURLESON, BLOCK 9A, LOT 6	805 MILLS ST	805 MILLS ST SMITHVILLE TX 78957
16408	HORNSBY, PATRICIA	BURLESON, BLOCK 10A, LOT 1	802 NE 9TH ST	802 NE 9TH ST SMITHVILLE TX 78957
16411	AMUNDSON, JAMES E & CYNTHIA C	BURLESON, BLOCK 10A, LOT 2 & 3 (N 1/2)	804 MILLS ST	804 MILLS ST SMITHVILLE TX 78957
16417	NAJAR, RODOLFO & JILLENE	BURLESON, BLOCK 10A, LOT 5 & 6	807 GARWOOD ST	702 WASHINGTON ST SMITHVILLE TX 78957
16578	BURKETT, JACENDA	A46 Lomas, L, ACRES 0.788	900 GARWOOD ST	900 GARWOOD ST SMITHVILLE TX 78957
16738	HARRIS, ANN SHIELDS & KENNETH	A46 LOMAS, L, ACRES 1.0000	503 COLORADO DR	503 COLORADO DR SMITHVILLE TX 78957
16782	SHIELDS, WILLIAM HENRY, III	A46 LOMAS, L, ACRES 1.0000	505 COLORADO DR	503 COLORADO DR SMITHVILLE TX 78957
16788	FILLMAN, DIANA M	CRADDOCK COURT, LOT 1	906 GARWOOD ST	2300 MEADOW CREEK DR CARROLLTON TX 75006
16863	DEGRAFFENRIED, LESLIE S	A46 LOMAS, L, ACRES 1.0000	507 COLORADO DR	906 GARWOOD ST SMITHVILLE TX 78957
16899	POWERS, RAY B JR & GAY FRANCES	A46 Lomas, L, ACRES 0.987	509 COLORADO DR	704 E HOLLAND AVE ALPINE TX 79830
18740	MILLER, ALICE LANELL	RIVERSIDE PARK BLK 3 LOT 6 & 7(N 2/3)	907 SHORT ST	509 COLORADO ST SMITHVILLE TX 78957
18743	RIEWE, BRIAN	RIVERSIDE PARK, BLOCK 3, LOT 7 (FR) & 8	903 SHORT ST	907 SHORT STREET SMITHVILLE TX 78957
18746	PARTRIDGE, JO E	RIVERSIDE PARK BLK 3 LOT 9	901 SHORT ST	903 SHORT STREET SMITHVILLE TX 78957
18761	BARKLEY, FRED C	RIVERSIDE PARK BLK 4 LOT 6-7	807 SHORT ST	901 SHORT ST SMITHVILLE TX 78957
21002	MCBEE, DR J	TAYLOR ADDITION LOT 1	601 NE 9TH ST	807 SHORT ST SMITHVILLE TX 78957
21006	PARKS, JEANITA K	Taylor Addition, BLOCK 5, Lot 6 FR	901 GARWOOD ST	801 WHITEHEAD ST SMITHVILLE TX 78957
21010	WALBORG, EARL F JR & MARY ANN	TAYLOR ADDITION, BLOCK 6, LOT 6	912 GARWOOD ST	901 GARWOOD ST SMITHVILLE TX 78957
21014	BRUEGGMAN, KELLY	TAYLOR ADDITION, BLOCK 6, LOT 4	908 GARWOOD ST	P O BOX 728 SMITHVILLE TX 78957
21042	BLACKWELL, MITCHELL W & DEBRA	THORN ADD (A46 L.LOMAS), LOT 6, ACRES 2.4104	801 COLORADO DR	908 GARWOOD ST SMITHVILLE TX 78957
21046	MCMANUS, BRIAN KIRK	THORN ADD (A46 L.LOMAS), LOT 7, ACRES 1.3316	705 COLORADO DR	801 COLORADO ST SMITHVILLE TX 78957
21050	CONFIDENTIAL	THORN ADD (A46 L.LOMAS), LOT 8, ACRES 2.081	703 COLORADO DR	705 COLORADO ST SMITHVILLE TX 78957
42733	MUTSCHINK, MILTON ET	A46 LOMAS, L, ACRES 2.3400	603 COLORADO DR	206 N W LOOP 230 SMITHVILLE TX 78957
49198	CHIPS HAVEN LLC	A85 A46 Lomas, L, 5.111 ACRES	701 NE 9TH ST	874 LOOP ROAD SMITHVILLE TX 78957
71417	MCMANUS, BRIAN KIRK	THORN ADD (A46 L.LOMAS), LOT 6 (FR), ACRES 0.3624	910 GARWOOD ST	705 COLORADO ST SMITHVILLE TX 78957
76545	TOWRY, CHRIS D & NANCY L	TAYLOR ADDITION, BLOCK 6, LOT 5	802 CRADDOCK CT	184 FLOWER HILL RD SMITHVILLE TX 78957
78501	LEE, CHARLES DEAN & KIMBERLY D	A46 LOMAS, L, ACRES 0.2827	801 CRADDOCK CT	802 CRADDOCK COURT SMITHVILLE TX 78957
79689	MILLS, RANDAL & RENE	CRADDOCK COURT, LOT 2	803 CRADDOCK CT	801 CRADDOCK CT SMITHVILLE TX 78957
79690	SHIRLEY LOU LIEBMANN LIVING TRUST	CRADDOCK COURT, LOT 3	800 CRADDOCK CT	803 CRADDOCK CT SMITHVILLE TX 78957
82503	HOWSKI, HENRY E & ANNETTE L PEREZ HOW	A46 LOMAS, L, ACRES 0.3533	800 CRADDOCK CT	800 CRADDOCK CT SMITHVILLE TX 78957

200' Neighbors of 49198 replat : zone change



Item # 15 (c)

ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY
OF THE CITY OF SMITHVILLE, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which less than three(3) qualified voters reside, hereby petition your honorable body to extend the present city limits so as to include as a part of the City of Smithville, Texas, the following described territory, to wit:

Please see attached:

I/We certify that the above described tract of land is contiguous to the City of Smithville, Texas, is not more than one-half (1/2) mile in width and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.



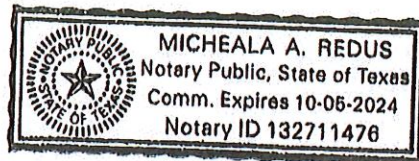
Owner's Signature #1

THE STATE OF TEXAS
COUNTY OF BASTROP

Before me, the undersigned authority, on this day personally appeared CLINTON SEIDEL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this 2 day of March, 2021.

(Seal)



Notary Public in and for the State of Texas

My commission expires: 10-05-2024

OLSON SURVEYING
Registered Professional Land Surveyor
711 Water Street
Bastrop, Texas 78602
Phone (512)321-5476 Fax (512)303-5476
olsonsurvey@sbcglobal.net

FIELD NOTES FOR A 7.115 ACRE TRACT OUT OF THE LEWIS LOMAS SURVEY IN BASTROP COUNTY, TEXAS.

BEING a 7.115 acre tract or parcel of land out of the Lewis Lomas Survey, A-46, in Bastrop County, Texas and all of that certain 7.122 acre tract described as all of Lots Number 1 thru 26 and 33 thru 72, and a part of Quail Hollow Street of Quail Run Townhome Subdivision as recorded in Plat Cabinet No. 1, Pages 191-A and 191-B, Bastrop County Plat Records in a deed from Alfred J. Hellinger to Clinton Seidel, dated August 16, 2018, recorded in Doc. No. 201911112, Bastrop County Official Public Records. Said portion of Quail Run Subdivision being vacated on November 28, 1988 in Vol. Q, Page 152, Commissioners Court Minutes, Bastrop County, Texas. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set on the north line of Loop 230, the southwest corner of that certain 0.794 acre tract described in a deed to Jessica Preece, recorded in Doc. No. 201913461, Bastrop County Official Public Records, for the southwest corner of Lot 72 and this tract.

THENCE with the north line of Loop 230, N 65 deg. 29 min. 24 sec. W, 368.94 feet to a 5/8 inch iron rod set, the southeast corner of Lot 50, for the common corner of Lots 1 and 2 and this tract.

THENCE with the east line of Lots 50 thru 33, N 02 deg. 59 min. 23 sec. W, 570.67 feet to a 5/8 inch iron rod set, the northwest corner of Lot 33, the common south corner of Lots 27 and 28, the northwest corner of Lot 22 for angle in the west line of this tract.

THENCE with the south line of Lot 27, N 87 deg. 10 min. 11 sec. E, 30.00 feet to a 1/2 inch iron rod found, the common south corner of Lots 26 and 27 for angle in the west line of this tract.

THENCE with the common line of Lots 26 and 27, N 02 deg. 56 min. 31 sec. W, 119.95 feet to a 5/8 inch iron rod set on the south line of Quail Run (50.00 foot right-of-way) FKA Quail Hollow, the common north corner of Lots 26 and 27 for angle in the west line of this tract.

THENCE N 02 deg. 52 min. 57 sec. W, at 50.00 feet pass the north line of Quail Run and common south corner of Lots 32 and 33, in all 179.98 feet to a 5/8 inch iron rod set, the common north corner of Lots 32 and 33, in the south line of that certain 0.176 acre tract called Tract 5, described in a deed to the City of Smithville, recorded in Vol. 1003, Page 210, Bastrop County Official Records, for the northwest corner of this tract.

THENCE with the south line of the City of Smithville 0.176 acre tract, Lot 16, Oak Meadow Retirement Community, as recorded in Plat Cabinet 3, Page 48B, Bastrop County Plat Records and that certain 2.276 acre tract described in a deed to Carol Elund, recorded in Vol. 2262, Page 213, Bastrop County Official Public Records, N 87 deg. 05 min. 13 sec. E, 302.39 feet to a 3/4 inch iron pipe found, the northwest corner of Lot 1, Riverchase Estates, as recorded in Plat Cabinet 3, Page 186A, Bastrop County Plat Records, for the northeast corner of this tract.

THENCE with the west line of Lots 1, 5, 9 and 13, Riverchase Estates, S 02 deg. 03 min. 19 sec. E, 788.43 feet to a 3/4 inch iron pipe found, the southwest corner of Lot 13, the northwest corner of the Preece 0.794 acre tract, for angle in the east line of this tract.

THENCE with the west line of the Preece 0.794 acre tract, S 02 deg. 12 min. 01 sec. E, 252.14 feet to the POINT OF BEGINNING, containing 7.115 acres of land.



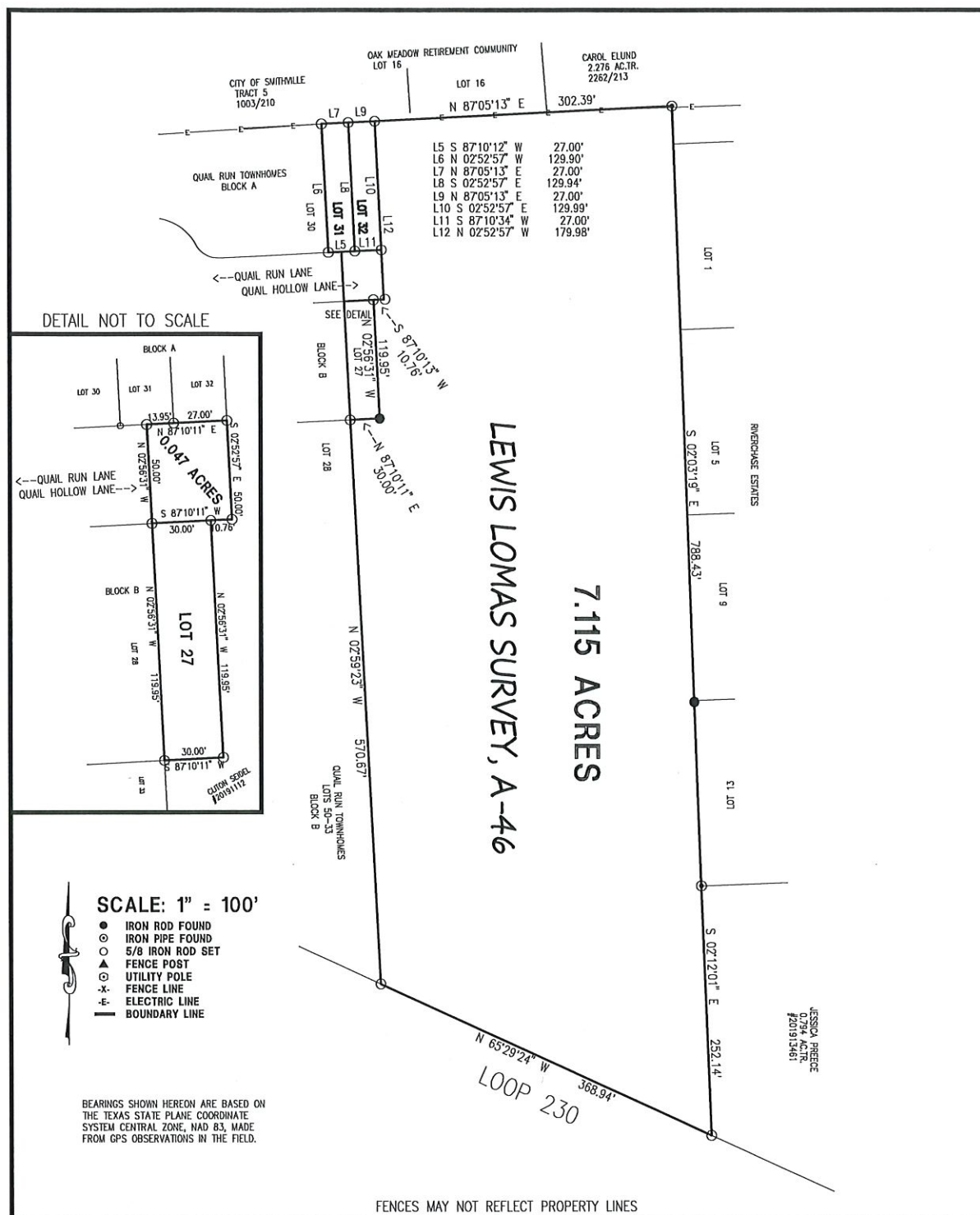
Michael D. Olson
Reg. Pro. Land Surveyor 5386

Order# 20-100901



Date Created: 11-10-20

©2020 Olson Surveying



The undersigned does hereby certify to: the Title Agency, Underwriter, Lender, Mortgage Co. and/or Purchaser, that this survey was, this day, made on the ground, on the property legally described hereon, and is correct, and there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and that said property has frontage on a dedicated road way, except as shown hereon.

CERTIFIED COPY ONLY
IF SEAL IS PRESENT



Michael D. Olson
MICHAEL D. OLSON
REG. NO. 5386
OLSON SURVEYING
DATE: 11.10.20

OLSON SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET (512) 321-5476 BASTROP, TEXAS

SURVEY PLAT

LOT 27, BLOCK A, LOTS 31 & 32, BLOCK B, & A PORTION OF QUAIL HOLLOW, a 50' ROAD in QUAIL RUN TOWNHOME SUBDIVISION, recorded in PLAT CABINET 1, PAGE 191A, BASTROP COUNTY PLAT RECORDS and a 7.115 ACRE TRACT in the LEWIS LOMAS SURVEY, A-46, BOTH IN THE CITY OF SMITHVILLE, TEXAS.

SCALE: 1" = 100.00'
DRAFTSMAN: D. BROOKS
DATE: 12 NOV 20

CLINTON SEIDEL

DISK-FILE 20100901-Seidel ORDER # 20-100901 PLAT FILE -0-

MICHAEL F. MCKENNA
501 LEAH LN.
SMITHVILLE, TEXAS 78957

CITY OF SMITHVILLE
MAYOR MORGAN, COUNCIL PERSONS
P.O. BOX 449
SMITHVILLE, TEXAS 78957

CONCERNS ARISING FROM THE INTENDED-TO-BE-ANNEXED PROJECTED BUILD-OUT KNOWN AS 'FROM **QUAIL RUN TOWNHOME SUBDIVISION**' BY CLINTON SEIDEL AND LYN SEIDEL, A CERTAIN SUBDIVISION OF 28, MORE OR LESS, UNITS OF 1,400FT SQUARE TO 1,600 FT SQUARE RESIDENTIAL HOUSING UNITS SOUTH OF THE EXISTING **OAK MEADOWS RETIREMENT COMMUNITY**:

PROBLEMS:

- THE EROSION EFFECT ON ADJACENT NEIGHBORHOOD(S) WITH THE PLACEMENT OF ROADWAY ACCESS TO OAK MEADOWS LANE, AND OTHER PROBABLE USE BY TRUCKS CONNECTING SUBDIVISION ROADS WHICH ARE '**LESS THAN PRIMARY FEDERAL STANDARD ROAD**', MAKE CERTAIN OF DAMAGE WHICH WILL BE CAUSED BY FREQUENT USE OF MATERIAL TRUCKING, GRAVEL MATERIAL TRANSPORT, CEMENT TRUCKS ALL LEADING TO RAPID EROSION OF ROAD SURFACE, AND SUBSTRATE THEREON;
- CERTAIN NOISE/DEBRIS DISBURSAL HAZARDS ARE EXPECTED TO BE IMPOSED TO BOTH RESIDENCES AND VEHICLES PARKED BY RESIDENTS ALONG THE ROAD IDENTIFIED AS '**OAK MEADOWS LANE**' AND OTHER ROADS USED BY THE FOREMENTIONED VEHICLES AND EQUIPMENT;

SOLUTION(S):

- AS A FUNCTION OF THE APPROVAL PROCESS(ES) OF PERMIT TO BUILD OUT, IT IS SUGGESTED THAT CERTAIN ROAD IMPROVEMENT REQUIREMENTS TO MINIMIZE DESTRUCTION OF SUB-DIVISION STREETS USED IN BUILDOUT BE MANDATED SO AS TO MINIMIZE COST(S) TO THE CITY, ITS CITIZENS AND ADJOINING NEIGHBORHOODS WHO WILL SUFFER FROM ROAD DESTRUCTION DURING THE DEVELOPMENT BUILD-OUT PROCESS;
- SHOULD THE AFFECTING REPAIR/IMPROVEMENT REQUIREMENTS NOT BE POSSIBLE, IT IS SUGGESTED THAT USE OF OAK MEADOWS LANE, AND POSSIBLY OTHER ROADS BE PROHIBITED FROM USE;



MICHAEL F. MCKENNA, CONCERNED CITIZEN

Item # 18

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("Agreement") is entered into this _____ day of _____, 2021, by and between the **City of Smithville, Texas**, a General Law, Type A Municipality ("**City**"), and **SJ2 Development, LLC** ("**Developer**"). The foregoing are referred to collectively as the "**Parties**."

WHEREAS, the City has adopted Resolution No. _____, ("City Resolution"), establishing an economic development program and authorizing the Mayor to enter into this Agreement with Developer in recognition of the positive economic benefits to the City through the construction by Developer of a phased residential development (the "Development") on the 7.12 acres described in **Exhibit A**, attached hereto and made a part hereof (the "Developer Property"); and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code consisting of Developer's construction of the Development in conformance with the City's development approvals for the Development; and

WHEREAS, Developer will expend at least \$750,000 in the construction of the Development, including water, electricity, wastewater, and road improvements (the "Improvements"); and

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and the City Resolution, and constitutes a valid and binding obligation of the City in the event Developer proceeds with construction of the Development. The City acknowledges that Developer is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to construct the Development.
2. **Definitions.**
 - 2.1 "**Development**" means the improvements to be constructed by Developer or its successors or assigns on the Developer Property.
 - 2.2 "**Economic Incentive Payment**" ("**EIP**") means payments of the amount required to be paid by the City to Developer under the Program and Section 5.1 of this Agreement.
 - 2.3 "**Effective Date**" is the date this Agreement is executed to be effective by the Parties.
 - 2.4 "**Developer Property**" means the 7.12-acre tract of land owned by Developer and described in **Exhibit A**.

- 2.5 **“Living Unit Equivalent” (LUE)** means the typical flow of water or wastewater that would be produced by a single-family residence located in a typical subdivision.
- 2.6 **“Program”** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.
- 2.7 **“Recapture Liability”** means the total amount of all EIP’s that are paid as a result of this Agreement that are subject to recapture by the City from Developer in the event of a Developer default.
3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on **December 31, 2025**
4. **Rights and Obligations of Developer.**
- 4.1 **Annexation.** Developer will petition for voluntary annexation of the Developer Property concurrently with the approval of the 380 economic development agreement. However, failure to meet this requirement constitutes a default regarding incentives tied to Development.
- 4.2 **Capital Investment.** Developer agrees to spend at least **\$750,000** to design, construct and complete the Improvements on the Development Property on or before **December 31, 2022**. Developer agrees to provide the City with documentation that shows proof that this obligation has been satisfied, and the City shall have the right to audit Developer’s records to verify same.
- 4.3 **Compliance with Regulations.** Developer agrees that it will comply with the City’s development approval processes and shall construct the Development consistent with City ordinances, development regulations, and requirements.
- 4.4 **Developer Accounting.** Developer shall maintain complete books and records showing that it has complied with its obligations herein, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles. Such books and records shall be available for examination by the duly authorized officers or agents of the City during normal business hours upon request made not less than ten (10) business days prior to the date of such examination.
- 4.5 **Submission of Data.** Within thirty (30) days following the end of each calendar year following the year in which any portion of the Developer Property is annexed into the City’s corporate limits, Developer shall submit to the City an invoice detailing the Ad Valorem Property Tax revenue paid by Developer on the Developer Property for such calendar year. As backup for the schedule, Developer shall submit the following:

(a) A copy of all property tax receipts for any ad valorem property taxes paid by Developer for that calendar year showing the Ad Valorem Property Tax paid; and

(b) Such other data as the parties mutually determine reasonably appropriate to evidence the Ad Valorem Property Tax paid.

4.6 Utility and Roadway Construction. All water, wastewater utilities, and roadways required to be constructed within the Developer Property shall be constructed to city standards at the sole cost of Developer and accepted upon substantial completion of construction, as determined by the City. All water and wastewater utilities and roadway construction contracts shall contain a one-year performance warranty bond, which shall name the City as an additional insured and be assigned to the City after City acceptance.

4.7 Utility Easement. The Developer agrees to convey (at no cost to the City) a dedicated utility easement for the property described in Exhibit B, attached hereto. The easement will be used for the inspection, maintenance, and service of any and all city-owned utilities constructed therewithin.

4.8 Construction Plan Submittal, Review, and Approval – The Developer is responsible for submitting construction plans to the City for 3rd Party review to ensure all zoning and building code requirements are met. In addition, the Developer must submit a drainage analysis to verify that post development stormwater flow (runoff) is equal to or better than pre-development flow and that measures have been taken to ensure that there is no adverse impact to adjacent property owners. The construction plan review fee for commercial or subdivision development = 1/2 percent of total construction cost.

5. **Rights and Obligations of the City.** In consideration of Developer's compliance with this Agreement, the City agrees as follows:

5.1 Economic Incentive Payments. Pursuant to Chapter 380 of the Texas Local Government Code, City and Developer agree that receipt of Economic Incentive Payments (EIP) with respect to the Development Property are contingent upon the following terms and conditions:

5.1.1 EIP's Based on Ad Valorem Property Tax. City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to Developer within thirty (30) days after Developer submits to the City the Submission of Data for such calendar year as required in Section 4.5 above. The EIPs are to be calculated as follows:

(a) Calculations will be based upon the Ad Valorem Property Tax and Rollback Tax actually paid on the Development Property by Developer for each calendar year as set forth below.

(b) The reimbursements shall be in effect beginning with tax year as of December 31, 2021. The Developer will be reimbursed for all taxes paid by

Developer within 30-days of submitting tax receipts contingent upon meeting performance-based milestones in (e) below.

(c) The Project shall meet a construction start date of December 31, 2021. Construction start is defined as a minimum of 5% (\$37,500) of the estimated \$750,000 project costs must be incurred.

(d) Infrastructure construction (e.g., roads, curbs, street lights, gutters, water, wastewater, electric, etc.) shall be completed and accepted by the City no later than December 31, 2022.

(e) In addition to the other terms and conditions in this Agreement, if Developer has not finished construction of at least ten (10) homes within the Development Property by December 31, 2023, then no EIP's shall be due and owing. Thereafter, for the term of this Agreement, if additional homes have not been built within the Development Property as indicated below each year thereafter, no EIP's shall be due and owing for that respective year. Note: The construction of ten (10) or more homes in a given year will be credited to the next year's EIP target.

<u>Year</u>	Seidel Estates EIP Performance Requirement	Percent (%) Rollback Tax Reimbursement	Percent (%) Property Tax Reimbursement
2021	Begin Construction	100%	N/A
2022	Infrastructure Complete	N/A	100%
2023	10 Homes Built (10 Total)	N/A	100%
2024	10 Homes Built (20 Total)	N/A	100%
2025	9 Homes Built (29 Total)	N/A	100%

5.3 Payments Subject to Future Appropriations. Although certain payments under this Agreement are calculated based on a formula applied to ad valorem tax revenues, this Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Developer. All payments by the City under this Agreement are subject to the City's appropriation of funds for such payments in the budget year for which they are made. The payments to be made to Developer shall be made from (i) annual appropriations from the general funds of the City, or (ii) from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, or (iii) from a combination of (i) and (ii) above, subject to any applicable limitations or procedural requirements. Failure of the City to appropriate funds annually for the payments to be made to Developer hereunder shall be considered a default and breach of contract by the City.

5.4 Impact Fees. City shall not charge Developer or its successors or assigns sewer or water impact fees for the water supply or wastewater treatment capacity to be provided to the Development Property.

5.5 Discounted Tap Fees. Tap fees shall be due and owing from future builders or owners of individual homes and businesses as same are connected to the City's water and sanitary sewer system. The City will discount all water and sewer tap fees by 50% of the regular cost.

5.6 Annexation Fees. The City will be responsible for all public notice and notification fees related to the annexation of the Developer Property into the City's corporate limits.

5.7 Utility Service. City shall provide electric, water, and wastewater service to the Development Property as such property is annexed into the City, with a reservation capacity of no less than **30 LUE's** for water service and **15 LUE's** for wastewater service. Underground electric service will be provided to the Development Property (and each residential lot) at the City's expense. The expense for underground electric service from the Development Property line to each residential meter will be the responsibility of the Developer.

5.8 Service Plan. Pursuant to Texas Local Government Code § 43.0672(b), the City shall provide the Development Property with municipal services (fire, police, ambulance, etc.) within sixty (60) days of the annexation per a mutually accepted service agreement.

6. **Zoning.** Immediately upon annexation, the Development property will be zoned as Single-Family Residence (SF-1).
7. **Taxable Property.** If and when any part of the Developer Property is sold or otherwise transferred by Developer to any third party with the exception of a related entity created by Developer for the purpose of developing the Developer Property, as described in Section 10.7 below, taxes on the transferred property shall accrue and be owing to the City commencing on January 1 of the year following the date of such transfer. **Developer shall not be entitled to any reimbursement for taxes paid for the transferred property for the year following the date of transfer.**
8. **Rollback Taxes Reimbursement.** To the extent rollback taxes are assessed on all or any portion of the Development Property, City agrees to reimburse to Developer 100% of any such rollback taxes paid to City as a grant to Developer pursuant to Chapter 380 of the Texas Local Government Code. City acknowledges that the determination of property tax valuation, equalization, exemption, special open space valuation, and tax rollback are within the exclusive province of the Bastrop County Appraisal District and as a result, City takes no position on these matters.
9. **EIP Recapture.** In the event the City terminates this Agreement as a result of Developer's default, the City may recapture and collect from Developer the Recapture Liability. Developer shall pay to the City the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Developer may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to

all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination.

10. Miscellaneous.

- 10.1 Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 10.2 Representations and Warranties. The City represents and warrants to Developer that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 10.3 Default. If either the City or Developer should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, Developer shall have the right to terminate this Agreement by giving written notice thereof to City and to pursue any remedy at law or in equity for the City's breach. If Developer remains in default after notice and opportunity to cure, City shall have the right to terminate this Agreement by giving written notice thereof to Developer and to pursue any remedy at law or in equity for Developer's breach, in addition to the right of EIP recapture set forth above.
- 10.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the City and Developer to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.
- 10.5 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the construction of the Development. This Agreement may only be amended, altered or revoked by written instrument signed by the Parties.
- 10.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.
- 10.7 Assignment. Except as noted hereinbelow, Developer may not assign all or any part of its rights and obligations to a third party without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately preceding sentence, Developer shall be authorized to assign this Agreement and all rights hereunder to a related entity created by Developer for the purpose of developing the Developer Property, without the prior written consent of the City.
- 10.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

10.9 Termination. In the event Developer elects not to construct the Development as contemplated by this Agreement, Developer shall notify the City in writing, and this Agreement and the obligations on the part of all Parties shall be deemed terminated and of no further force or effect.

10.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: **City of Smithville**
317 Main
Smithville, TX 78757
Attn: City Manager

With a required copy to:

Sheets & Crossfield
309 E. Main Street
Round Rock, TX 78664
Attn: Charles Crossfield
Phone: (512) 255-8877
Email: charlie@scrrlaw.com

If to Developer:

SJ2 Development, LLC
4603 Spyglass Court
College Station, TX / 77845
Attn: Clint Seidel / Email: clntnsdl@msn.com

Either party may designate a different address at any time upon written notice to the other Parties.

10.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

10.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Bastrop County, Texas.

10.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this

Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- 10.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 10.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party, including any successors-in-title to Developer.
- 10.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "*force majeure* event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God; fire; explosion; vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.
- 10.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof 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 of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Development or the design, construction or operation of any portion of the Development.

EXECUTED to be effective as of the ____ day of _____, 2021 (the "Effective Date").

CITY OF SMITHVILLE, TEXAS

By: _____
Joanna Morgan, Mayor

Date: _____, 2021

SJ2 Development, LLC

By: _____
Clinton Seidel, CEO

Date: _____, 2021

EXHIBIT "A"
DEVELOPER PROPERTY DESCRIPTION
(with Metes and Bounds)

OLSON SURVEYING
Registered Professional Land Surveyor
711 Water Street
Bastrop, Texas 78602
Phone (512)321-5476 Fax (512)303-5476
olsonsurvey@sbcglobal.net

FIELD NOTES FOR A 7.115 ACRE TRACT OUT OF THE LEWIS LOMAS SURVEY IN BASTROP COUNTY, TEXAS.

BEING a 7.115 acre tract or parcel of land out of the Lewis Lomas Survey, A-46, in Bastrop County, Texas and all of that certain 7.122 acre tract described as all of Lots Number 1 thru 26 and 33 thru 72, and a part of Quail Hollow Street of Quail Run Townhome Subdivision as recorded in Plat Cabinet No. 1, Pages 191-A and 191-B, Bastrop County Plat Records in a deed from Alfred J. Hellinger to Clinton Seldel, dated August 16, 2018, recorded in Doc. No. 201911112, Bastrop County Official Public Records. Said portion of Quail Run Subdivision being vacated on November 28, 1988 in Vol. Q, Page 152, Commissioners Court Minutes, Bastrop County, Texas. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set on the north line of Loop 230, the southwest corner of that certain 0.794 acre tract described in a deed to Jessica Preece, recorded in Doc. No. 201913461, Bastrop County Official Public Records, for the southwest corner of Lot 72 and this tract.

THENCE with the north line of Loop 230, N 65 deg. 29 min. 24 sec. W, 368.94 feet to a 5/8 inch iron rod set, the southeast corner of Lot 50, for the common corner of Lots 1 and 2 and this tract.

THENCE with the east line of Lots 50 thru 33, N 02 deg. 59 min. 23 sec. W, 570.67 feet to a 5/8 inch iron rod set, the northwest corner of Lot 33, the common south corner of Lots 27 and 28, the northwest corner of Lot 22 for angle in the west line of this tract.

THENCE with the south line of Lot 27, N 87 deg. 10 min. 11 sec. E, 30.00 feet to a 1/2 inch iron rod found, the common south corner of Lots 26 and 27 for angle in the west line of this tract.

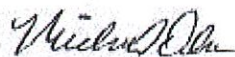
THENCE with the common line of Lots 26 and 27, N 02 deg. 56 min. 31 sec. W, 119.95 feet to a 5/8 inch iron rod set on the south line of Quail Run (50.00 foot right-of-way) FKA Quail Hollow, the common north corner of Lots 26 and 27 for angle in the west line of this tract.

THENCE N 02 deg. 52 min. 57 sec. W, at 50.00 feet pass the north line of Quail Run and common south corner of Lots 32 and 33, in all 179.98 feet to a 5/8 inch iron rod set, the common north corner of Lots 32 and 33, in the south line of that certain 0.176 acre tract called Tract 5, described in a deed to the City of Smithville, recorded in Vol. 1003, Page 210, Bastrop County Official Records, for the northwest corner of this tract.

THENCE with the south line of the City of Smithville 0.176 acre tract, Lot 16, Oak Meadow Retirement Community, as recorded in Plat Cabinet 3, Page 48B, Bastrop County Plat Records and that certain 2.276 acre tract described in a deed to Carol Elund, recorded in Vol. 2262, Page 213, Bastrop County Official Public Records, N 87 deg. 05 min. 13 sec. E, 302.39 feet to a 3/4 inch iron pipe found, the northwest corner of Lot 1, Riverchase Estates, as recorded in Plat Cabinet 3, Page 186A, Bastrop County Plat Records, for the northeast corner of this tract.

THENCE with the west line of Lots 1, 5, 9 and 13, Riverchase Estates, S 02 deg. 03 min. 19 sec. E, 788.43 feet to a 3/4 inch iron pipe found, the southwest corner of Lot 13, the northwest corner of the Preece 0.794 acre tract, for angle in the east line of this tract.

THENCE with the west line of the Preece 0.794 acre tract, S 02 deg. 12 min. 01 sec. E, 252.14 feet to the POINT OF BEGINNING, containing 7.115 acres of land.



Michael D. Olson
Reg. Pro. Land Surveyor 5386

Order# 20-100901



Date Created: 11-10-20

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EXHIBIT "B"
CITY OF SMITHVILLE UTILITY EASEMENT
(Utility Easement #1 Description with Metes and Bounds)

OLSON SURVEYING
Registered Professional Land Surveyor
711 Water Street
Bastrop, Texas 78602
Phone (512)321-5476 Fax (512)303-5476
olsonsurvey@shcglobal.net

FIELD NOTES FOR 20 FOOT UTILITY EASEMENT NO. 1 OUT OF THE LEWIS LOMAS SURVEY IN BASTROP COUNTY, TEXAS.

BEING a 20' Utility Easement out of the Lewis Lomas Survey, A-46, in Bastrop County, Texas and part of that certain 7.122 acre tract described as all of Lots Number 1 thru 26 and 33 thru 72, of Quail Run Townhome Subdivision as recorded in Plat Cabinet No. 1, Pages 191-A and 191-B, Bastrop County Plat Records in a deed from Alfred J. Hellinger to Clinton Seidel, dated August 16, 2018, recorded in Doc. No. 201911112, Bastrop County Official Public Records. Said portion of Quail Run Subdivision being vacated on November 28, 1988 in Vol. Q, Page 152, Commissioners Court Minutes, Bastrop County, Texas and part Lot 27, Block B. Herein described easement being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 5/8 inch iron rod set on the north line of Loop 230, the southwest corner of that certain 0.794 acre tract described in a deed to Jessica Preece, recorded in Doc. No. 201913461, Bastrop County Official Public Records, for the southwest corner of Lot 72 and this tract.

THENCE with the north line of Loop 230, N 65 deg. 29 min. 24 sec. W, 346.39 feet to the POINT OF BEGINNING of this easement.

THENCE with the north line of Loop 230, N 65 deg. 29 min. 24 sec. W, 22.55 feet to a 5/8 inch iron rod set, the southeast corner of Lot 50, for the common corner of Lots 1 and 2 and this easement.

THENCE with the east line of Lots 50 thru 33, N 02 deg. 59 min. 23 sec. W, 570.67 feet to a 5/8 inch iron rod set, the northwest corner of Lot 33, the common south corner of Lots 27 and 28, the northwest corner of Lot 22 for angle in the west line of this easement.

THENCE with the common line of Lots 28 and 27, N 02 deg. 56 min. 31 sec. W, 119.95 feet to a 5/8 inch iron rod set on the south line of Quail Run (50.00 foot right-of-way) FKA Quail Hollow, the common north corner of Lots 28 and 27 for the northwest corner of this easement.

THENCE N 87 deg. 10 min. 12 sec. E, 20.00 feet to the northeast corner of this easement.

THENCE S 02 deg. 58 min. 53 sec. 700.98 feet to the POINT OF BEGINNING of this easement.



Michael D. Olson
Reg. Pro. Land Surveyor 5386
Order# 20-100901_E1



Date Created: 03.30.21

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EXHIBIT "B"
CITY OF SMITHVILLE UTILITY EASEMENT
(Utility Easement #2 Description with Metes and Bounds)

OLSON SURVEYING
Registered Professional Land Surveyor
711 Water Street
Bastrop, Texas 78602
Phone (512)321-5476 Fax (512)303-5476
olsonsurvey@sbcglobal.net

FIELD NOTES FOR 20 FOOT UTILITY EASEMENT NO. 2 OUT OF THE LEWIS LOMAS SURVEY IN BASTROP COUNTY, TEXAS.

BEING a 20' Utility Easement out of the Lewis Lomas Survey, A-46, in Bastrop County, Texas and part of that certain 7.122 acre tract described as all of Lots Number 31 and 32, Block A, of Quail Run Townhome Subdivision as recorded in Plat Cabinet No. 1, Pages 191-A and 191-B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 5/8 inch iron rod set on the north line of Loop 230, the southwest corner of that certain 0.794 acre tract described in a deed to Jessica Preece, recorded in Doc. No. 201913461, Bastrop County Official Public Records, for the southwest corner of Lot 72 and this tract.

THENCE with the north line of Loop 230, N 65 deg. 29 min. 24 sec. W, 368.94 feet to a 5/8 inch iron rod set, the southeast corner of Lot 50, for the common corner of Lots 1 and 2 and this tract.

THENCE with the east line of Lots 50 thru 33, N 02 deg. 59 min. 23 sec. W, 570.67 feet to a 5/8 inch iron rod set, the northwest corner of Lot 33, the common south corner of Lots 27 and 28, the northwest corner of Lot 22 for angle in the west line of this tract.


THENCE with the common line of Lots 28 and 27, N 02 deg. 56 min. 31 sec. W, at 119.95 feet pass a 5/8 inch iron rod set on the south line of Quail Run (50.00 foot right-of-way) FKA Quail Hollow, the common north corner of Lots 28 and 27 in all 169.95 feet to a 5/8 inch iron rod set on the north line of Quail Run and the south line of Lot 31, for the southwest corner and POINT OF BEGINNING.

THENCE N 02 deg. 53 min. 44 sec. W, 129.91 feet to a point in the south line of that certain 0.176 acre tract called Tract 5, described in a deed to the City of Smithville, recorded in Vol. 1003, Page 210, Bastrop County Official Records, for the northwest corner of this easement.

THENCE with the south line of the City of Smithville 0.176 acre tract, N 87 deg. 05 min. 13 sec. E, 20.00 feet to a point, for the northeast corner of this easement.

THENCE crossing Lot 32, S 02 deg. 58 min. 44 sec. E, 129.95 feet to a point in the north line of Quail Run for the southwest corner of this easement.

THENCE with the north line of Quail Run, S 87 deg. 10 min. 12 sec. W, 20.00 feet to the POINT OF BEGINNING of this easement.

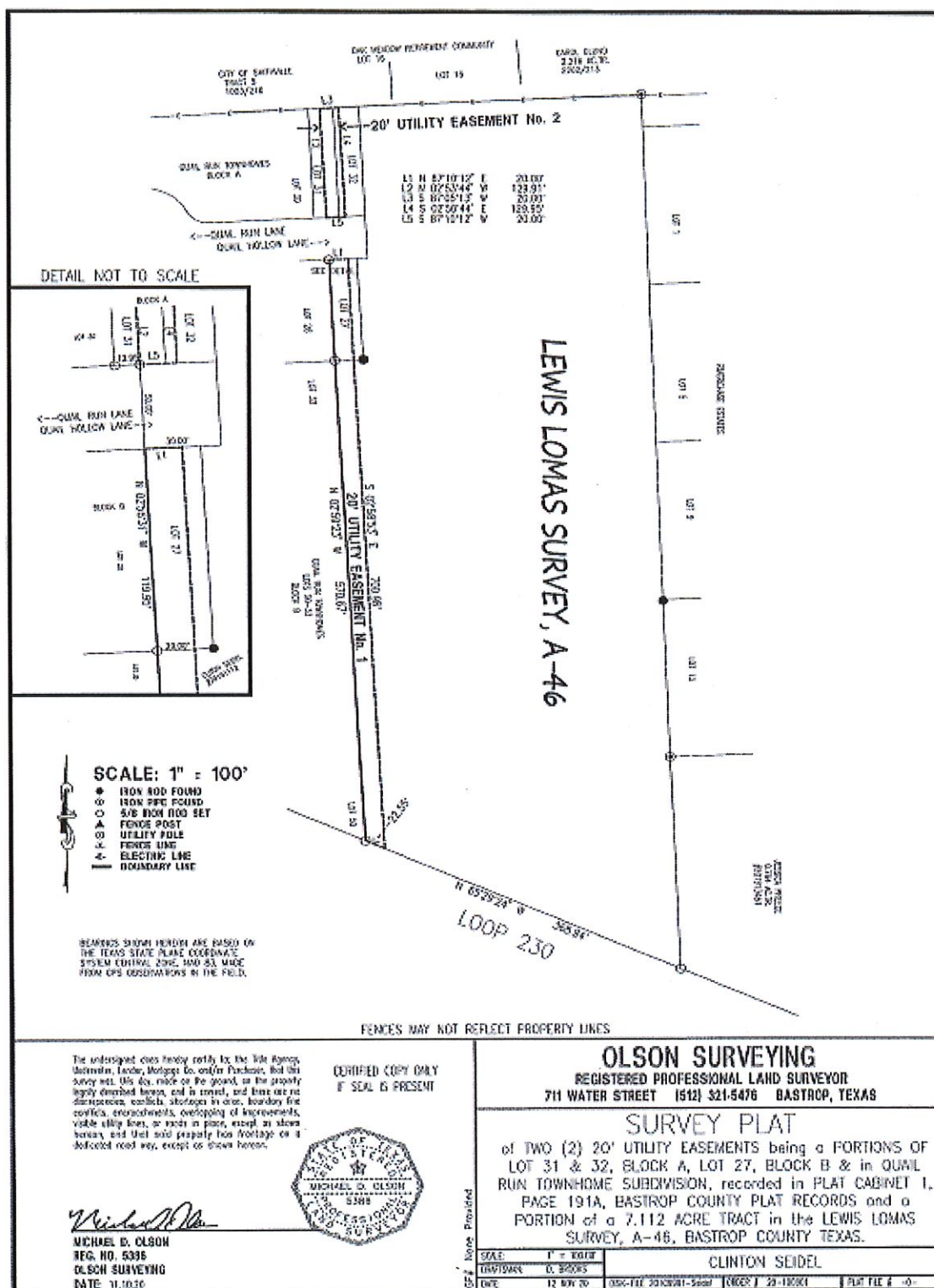

Michael D. Olson
Reg. Pro. Land Surveyor 5386
Order# 20-100901_E2



Date Created: 03.30.21

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EXHIBIT "B"
CITY OF SMITHVILLE UTILITY EASEMENT
 (Utility Easement Survey)



PROJECTED PROPERTY TAX REVENUE TO THE CITY OF SMITHVILLE IF THE CITY APPROVES ANNEXATION OF SEIDEL ESTATES

NOTES / ASSUMPTIONS

- Developer Voluntary Annexation of 7.12 acre tract
- Twenty-nine (29) Lots for SF-1 development. All lots > 6500 sq. ft.
- Developer responsible for on-site infrastructure (e.g., sidewalks, curbs, gutters, lights, and roadway). Valued @ \$750k with 1-Year performance warranty.
- Underground Electric. Cost to bring electric to house from property line = Cost + 10% (Average \$1600 per home)
- 3rd Party Civil Engineering review of all subdivision plans required before construction permit issued (includes drainage study)
- Plan Review / Construction Permit Fee = 1/2 percent (%) of \$750k development cost = \$3,750
- Building Permit for each home constructed = \$0.10 / sq.ft. for the first 1000 sq. ft. and \$0.30 sq.ft. thereafter
- Assume average home will be 2,000 sq. ft. Twenty-nine (29) homes x \$400 (building permit) = \$11,600
- Property will be zoned Single Family Residence (SF-1) after annexation
- Zoning (Chapter 14) and Subdivision (Chapter 10) apply to development
- TXDOT Driveway Access permit required off of Loop 230
- All foundations required to be 12" above crest of road

- 2020 Value of Land = \$109k / Ag Value Assessed @ \$641

- Assume a \$45,000 sales price for residential lots

- Assume the average value of the homes built to be \$240,000

Individual lot value	with improvements	Total
	\$285,000	\$8,265,000
		TOTAL \$8,265,000

Value of 29 lots with a house built thereon:

Based on the assumptions above, the annual property tax revenue to the City (at the 2021 tax rate of \$0.5490 per \$100 of valuation) would be \$45,375. ONCE ALL HOUSES ARE BUILT

In addition to property tax revenues, if annexed, the City would also receive income for the utility services it provides to the subdivision, not to mention the benefits it would receive from increased sales tax revenues by having more residents in the area spending money in our town with this many new homes eventually being built. Also, having more rooftops and residents in the City will help encourage other businesses to consider coming to our town.

EIP Calculation For Seidel Estates 380 Agreement

Calendar Year	Estimated Value of Seidel Estates	Value per \$100	Tax Rate	Performance Criteria (# of Homes Built/Sold)	Est. Tax Liability of Remaining Seidel Land	EIP Target Rebate %	Est. Tax Value with Homes Built	Est. Rollback Tax Refund	Est. Property Tax Refund (City Only)	50% Credit for Water / Sewer Tap per Home	Credit for Underground Electric	Misc. Credits (Waived Fees)	Est. Property Tax Revenue	50% Revenue From Water / Sewer Taps	Revenue From Residential Electric Service	Misc. Revenue (Utility Easement / Bldg. Permits)	Net Loss / Gain to City
2021	\$109,972	\$1,100	\$0.5490	Start Project	\$109,972	100%	\$0	\$0	\$0	\$0	\$15,000	\$475	\$0	\$0	\$0	\$13,750	-\$1,725
2022	\$1,305,000	\$13,050	\$0.5490	Infrastructure Comp	\$1,305,000	100%	\$1,305,000	\$6,669	\$7,164	\$0	\$0	\$475	\$7,164	\$0	\$0	\$0	-\$7,144
2023	\$3,705,000	\$37,050	\$0.5490	10	\$855,000	100%	\$3,705,000	N/A	\$4,694	\$22,500	\$16,000	\$0	\$20,340	\$22,500	\$9,738	\$4,000	\$21,485
2024	\$6,105,000	\$61,050	\$0.5490	20	\$405,000	100%	\$6,105,000	N/A	\$2,223	\$22,500	\$16,000	\$0	\$33,516	\$22,500	\$19,464	\$4,000	\$54,897
2025	\$8,265,000	\$82,650	\$0.5490	29	\$0	100%	\$8,265,000	N/A	\$2,223	\$20,250	\$14,400	\$0	\$45,375	\$20,250	\$23,376	\$3,600	\$83,946

Assumptions:

- Tax Rate = \$0.5490 / \$100 Valuation
- Seidel to spend \$750,000 (minimum) to develop property
- Infrastructure (e.g., roads, water, sewer) will convey to City after 1-year
- Estimated value of developed lot with utilities = \$45,000
- Estimated value of developed / platted property = \$1,305,000 (29 x \$45k)
- Estimated home value built on lot = \$240,000 / Total Value = \$6,960,000 (29 x \$240k)
- Must build minimum number of homes in years 3-5 to qualify for EIP (29 Total).
- Additional homes built (above minimum) in given year will carry as credit for homes to be built in subsequent years.
- Water and Sewer Tap Fee for 1 home = \$4,500. Fifty-percent (50%) Discount = \$2,250
- Underground Electric (cost + 10%) per home = \$1,600 = \$46,400 + \$15,000 Engineering = \$61,400 (City Paid)
- Developer to donate 20'x700' Utility Easement to City. Equivalent FMV = \$10,000

TOTALS

\$6,669	\$16,305	\$65,250	\$61,400	\$950	\$106,396	\$57,420	\$47,616	\$25,350	\$151,458
\$150,574									
DEVELOPER CREDITS									
PROJECTED CITY REVENUE									
\$302,032									
\$151,458									
NET LOSS / GAIN TO CITY									

Other:

- Developer to pay property taxes to BCAD. City will refund property taxes (City portion only) if EIP target met.
- The construction of more than ten (10) homes in a given year will be credited to the next year's EIP target
- Developer Plan Review Fee = 1/2% of development cost = \$750,000 x .005 = \$3,750
- Building Permit Fee per 2000 sq. ft. Home = \$400. 29 x 400 = \$11,600
- Developer to grant / donate 20'x700' utility easement to City per 380 Agreement \$15,350
- City Plan Review (Consultant Fee) = \$8000 \$10,000
- P&Z Fee for Preliminary and Final Plat (Paid By City) = \$475 x 2 = \$950

Seidel Estates Rollback Tax Calculations

Rollback tax calculation for City of Smithville taxes
 Seidel Estates 7.12 acre tract, tax ID# R68634

Year	Market Value	Taxing Entity			Rollback Tax Amount
		Bastrop County (G01)	County Road (RD1)	Smithville ISD (S03)	
2018	\$106,830	\$565.32	\$124.99	\$1,702.29	\$2,392.60
2019	\$106,830	\$532.11	\$117.39	\$1,536.64	\$2,186.14
2020	\$109,972	\$512.18	\$113.55	\$1,464.35	\$2,090.08
		\$1,609.61	\$355.93	\$4,703.28	\$6,668.82

PRELIMINARY CONCEPT PLAN



SEIDEL SUBDIVISION
08/21/20 CONCEPT PLAN

PRELIMINARY

BERDO ENGINEERING, INC. (P-2011)
1415 W. 10TH AVE.
DALLAS, TX 75203

Projected Water and Sewer Revenue for Seidel Estates Inc.

# of Homes	Average Monthly Water Use per Household (Gallons)	Cost per 1000 Gallons	Water Base Rate (for first 2000 Gallons)	Average Cost per Household / Month	Annual Revenue from Water Use	Average Monthly Sewer Use per Household (Gallons)	Cost per 1000 Gallons	Sewer Base Rate	Average Cost per Household / Month	Annual Revenue from Sewer Use	Combined Water & Sewer Revenue
1	12,000	\$3.10	\$16.50	\$47.50	\$570.00	6000	\$3.85	\$10.50	\$33.60	\$403.20	\$973
10	120,000	\$3.10	\$16.50	\$475.50	\$5,706.00	60,000	\$3.85	\$10.50	\$336.00	\$4,032.00	\$9,738
20	240,000	\$3.10	\$16.50	\$950.00	\$11,400.00	150,000	\$3.85	\$10.50	\$672.00	\$8,064.00	\$19,464
29	348,000	\$3.10	\$16.50	\$1,377.50	\$16,530.00	210,000	\$3.85	\$10.50	\$974.00	\$11,688.00	\$28,218

\$57,420

	Size	Cost	50% Cost
Water Tap	3/4" - 1"	\$2,000	\$1,000
Sewer Tap	4"	\$2,500	\$1,250

Sample Water Calculation = 12,000 gallons - 2000 gallons (Base Rate) = 10,000 gallons
10,000 Gallons = \$31.00
Base Rate = \$16.50
Total = \$47.50 / month

Sample Sewer Calculation = 6,000 gallons (avgerage) @ \$3.85 / 1000 gallons = \$23.10 + \$10.50 (Base Rate)
Total = \$33.60 / month

Projected Electric Expense / Revenue from Seidel Estates

Electric Rates Inside City Limits

# of Homes	Average Electric Use per Household (kWh) / Day	Average Electric Use per Household (kWh) / Month	Average Cost per kWh	Cost per Day	Average Cost per Month	Meter Base Rate	Total Cost per Month	Annual Expense for Purchased Power*	Annual Revenue from Electric Use**	Profit / Loss
1	40	1,200	\$0.1200	\$4.80	\$146	\$5.00	\$151	\$1,008	\$1,812	\$804
10	40	1,200	\$0.1200	\$48.00	\$1,460	\$5.00	\$1,515	\$10,080	\$18,180	\$8,100
20	40	1,200	\$0.1200	\$96.00	\$2,920	\$5.00	\$3,025	\$20,160	\$36,300	\$16,140
29	40	1,200	\$0.1200	\$139.20	\$4,234	\$5.00	\$4,384	\$29,232	\$52,608	\$23,376

* LCRA F&PCRF Avg = \$0.07

** COS Distribution Rate = \$0.05

\$47,616

Electric Rates Outside City Limits

# of RV Spaces	Average Electric Use per Household (kWh) / Day	Average Electric Use per Household (kWh) / Month	Average Cost per kWh	Cost per Day	Average Cost per Month	Meter Base Rate	Total Cost per Month	Annual Expense for Purchased Power*	Annual Revenue from Electric Use**	Profit / Loss
1	40	1,200	\$0.1350	5.40	\$162.00	\$10.00	\$172.00	\$1,008	\$2,064	\$1,056
10	40	1,200	\$0.1350	54.00	\$1,620	\$10.00	\$1,720	\$10,080	\$20,640	\$10,560
20	40	1,200	\$0.1350	108.00	\$3,240	\$10.00	\$3,440	\$20,160	\$41,280	\$21,120
29	40	1,200	\$0.1350	156.60	\$4,698	\$10.00	\$4,988	\$29,232	\$59,856	\$30,624

* LCRA F&PCRF Avg = \$0.07

** COS Distribution Rate = \$0.065

\$62,304

Difference

-23.57%

Projected Solid Waste Expense / Revenue for Seidel Estates

Inside City Limits

Year	# of Homes	Customer Charge per Month for 2X per Week Service	Annual Revenue from Solid Waste Services	City Cost per Customer / Month for Garbage Services**	Annual Expense per Customer for Garbage Services	Net Loss / Gain To City
2021	0					
2022	1	\$33.17	\$398.04	\$27.95	\$335.40	\$62.64
2023	10	\$38.17	\$4,580.40	\$29.35	\$3,521.70	\$1,058.70
2024	20	\$38.17	\$9,160.80	\$30.82	\$7,396.20	\$1,764.60
2025	29	\$38.17	\$13,283.16	\$32.36	\$11,261.63	\$2,021.53

\$4,844.83

Notes:

Monthly fee includes weekly leaf and limb pick-up service

*Garbage Rate Increase is 5% per year from Waste Management, Inc.

Monthly Garbage Fee will increase by \$5.00 in 2022 to offset leaf and limb expense

Outside City Limits

Year	# of Homes	Customer Charge per Month for 2X per Week Service	Annual Revenue from Solid Waste Services	City Cost per Customer / Month for Garbage Services**	Annual Expense per Customer for Garbage Services	Net Loss / Gain To City
2021	0					
2022	1	\$40.00	\$480.00	\$27.95	\$335.40	\$144.60
2023	10	\$45.00	\$5,400.00	\$29.35	\$3,521.70	\$1,878.30
2024	20	\$45.00	\$10,800.00	\$30.82	\$7,396.20	\$3,403.80
2025	29	\$45.00	\$15,660.00	\$32.36	\$11,261.63	\$4,398.37

\$9,680.47