



BEE CAVE
TEXAS

AGENDA

Regular Meeting

Planning and Zoning Commission

Tuesday, September 3, 2024

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

A quorum of the Bee Cave City Council may be present.

THE CITY OF BEE CAVE COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE CITY SECRETARY OFFICE AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Public hearing, discussion, and possible action on an amendment to the Masonwood Development Agreement to allow for an Automotive Repair use on the Neighborhood Services(2) tract
See attached TL
5. Agenda Planning
6. Adjournment

The Commission may go into closed session at any time when permitted by Chapters 418 or 551, Texas Government Code, or Section 321.3022 of the Texas Tax Code. Before going into closed session a quorum of the Commission must be present, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code, or Section 321.3022 of the Texas Tax Code authorizing the

closed session.



*Planning and Zoning Commission Meeting
9/3/2024
Agenda Item Transmittal*

Agenda Item: 3.

Agenda Title: Public hearing, discussion, and possible action on an amendment to the Masonwood Development Agreement to allow for an Automotive Repair use on the Neighborhood Services(2) tract

Commission Action: Discuss and Consider Action

Department: Planning and Development

Staff Contact: Carly Pearson, Director of Planning and Development

1. INTRODUCTION/PURPOSE

See attached TL

2. DESCRIPTION/JUSTIFICATION

a) Background

See attached TL

b) Issues and Analysis

See attached TL

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

See attached TL

ATTACHMENTS:

Description

- ▣ Masonwood Development Agreement
- ▣ Ordinance Draft
- ▣ Concept Plan Packet
- ▣ First Amendment to Masonwood Development Agreement
- ▣ Transmittal Letter

Type

- Ordinance
- Ordinance
- Backup Material
- Ordinance
- Report

Plan”) attached as **Exhibit “B”**. This Agreement confirms that all of the Land is located within the ETJ of the City of Bee Cave.

MASONWOOD intends to develop the Land as a master-planned, mixed-use project that will include commercial and single family residential uses in general accordance with the Concept Plan (the “Project”). Because the Land constitutes a significant area of the City ETJ that will be developed in phases under a master development plan, MASONWOOD and City wish to enter into this Agreement to provide an alternative to typical City regulatory processes for development in its ETJ, encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and encourage the creation of a high-quality community for the benefit of the present and future residents of City and the Project.

Authority for this Agreement exists under Chapter 212 Subchapter G Texas Local Government Code, Chapter 43 Texas Local Government Code, Chapter 245 Texas Local Government Code, Section 54.016 of the Texas Water Code and Sections 42.042, 212.172, and 402.014 of the Texas Local Government Code and such other statutes as may be applicable.

MASONWOOD and City agree to work with each other in good faith to enhance and preserve the general area for the citizens of City and surrounding areas. Therefore, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged including the agreements set forth below, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in City ordinances the following terms and phrases used in this Agreement will have the meanings set out below:

Additional Land: Land that may be added to the Project in accordance with Section 3.05.

Agreement: This Amended and Restated Development Agreement between City and MASONWOOD.

City Administrator: The City Administrator of City.

City Council: The City Council of City.

Code of Ordinances or Code: shall mean the City's ordinances in effect on the Effective Date of the Original Development Agreement and as may be amended from time to time.

Effective Date of the Original Development Agreement: October 18, 2011.

Effective Date of this Agreement: the date when one or more counterparts of this Agreement individually or taken together bear the signature of all Parties.

Land: The property described in Exhibit "A" and the Additional Land if applicable.

Landowner: shall mean MASONWOOD and any subsequent owners of any or all of the Land, or the landowners of the Land on the Effective Date of this Agreement, if they choose to exercise their rights afforded in Section 7.02 of this Agreement, except that G2E won't be considered a Landowner, as it relates to the 47 Acre Tract, until G2E actually closes on the purchase and sale of the 47 Acre Tract.

Meritage Tract: The approximately 113 acre tract of land described in Exhibit "A-1" and shown on the Parcel Sketch attached as Exhibit A-2.

MASONWOOD shall mean, collectively, Masonwood 71, G2E and Meritage and any party to whom MASONWOOD assigns all or a portion of its rights under this Agreement.

Project: shall mean development of the Land as generally shown and described on the Concept Plan and any Additional Land which is developed consistent with the terms of this Agreement.

Single-Family Tract: shall mean the portion of the Land shown as "Single-Family Tract" on the Parcel Sketch attached as Exhibit "A-2".

Any terms which are used herein and which are defined in the Code of Ordinances shall have the meaning ascribed to them in the Code of Ordinances unless same are expressly defined in this Agreement in which case the definition contained herein shall control. Capitalized terms which are used and defined in this Agreement shall have the meaning ascribed to them in this Agreement.

ARTICLE II

COMPLIANCE WITH CITY REGULATIONS

Section 2.01 Requirements. The City and Landowner acknowledge and agree that except as expressly waived, modified or abated by this Agreement, all of the City's laws, ordinances (including without limitation, subdivision ordinances), codes, regulations, requirements, technical construction standards and development review procedures and processes (collectively the "**Requirements**") in effect on the Effective Date of the Original Development Agreement, except as modified by the terms of this Agreement, and applicable to the Land shall apply to any and all development activity undertaken on the Land (or any portion of the Land) in connection with the Project. It is expressly understood and agreed by the City and MASONWOOD, that the Requirements shall be limited to those which would apply to the Land as a tract of land located in the ETJ of the City and not in the municipal corporate limits of the City, unless this Agreement expressly includes Requirements that apply in the municipal corporate limits of the City but not the ETJ.

Notwithstanding the foregoing terms of this Article II, the following regulations and ordinances or portions of ordinances shall apply to development activity on the Land or any portion of the Land as they are enacted and/or amended by the City from time to time:

- (i) regulations for sexually oriented businesses;
- (ii) fees imposed in conjunction with building or development permits;
- (iii) ordinances incorporating uniform building, fire, electrical, plumbing, and/or mechanical codes, adopted by a national code or international organization and/or local amendments to such codes enacted solely to address imminent threats of destruction of property or injury to persons;
- (iv) Noise Standards (Section 32.05.008 of the Code);
- (v) Signage Requirements (Section 28.01.001, et seq. of the Code);
- (vi) regulations for annexation;
- (vii) regulations for utility connections;
- (viii) regulations to prevent imminent destruction of property or injury to persons, including regulations effective only within a floodplain established by federal

flood control programs and enacted to prevent the flooding of buildings intended for public occupancy;

- (ix) construction standards for streets and public works whether located on public or private lands or easements, unless there is a conflict between the standards for the City and the standards for Travis County, in which case the County's standards shall control; and
- (x) solid waste and litter regulations.

Notwithstanding the foregoing terms of this Article II, the following regulations and ordinances or portions of ordinances shall apply to development activity on the Land or any portion of the Land as they are enacted and/or amended by the City from time to time so long as such amendments do not prevent the development from occurring on the Land in general accordance with the Concept Plan:

- (i) Lighting Ordinance (32.05.012 "Lighting and Glare Standards" of the Code);
- (ii) Exterior Design Standards (32.05.005 "Exterior Construction and Design Requirements" of the Code);
- (iii) NPS Permits (Section 30.02.005 of the Code);
- (iv) Concept Plan and Site Plan Review Processes (Section 32.02.006 of the Code) with the exception of 32.02.006(f)(1) and (l)(3)(N);
- (v) Landscaping Requirements (Section 32.05.002 of Code) with the exception of 32.05.002(f)(2). MASONWOOD will not, however, be allowed to remove any Protected Tree, Specimen Tree or Specimen Tree Stand from within the buffer area that would be required under Section 32.05.002(f)(2) of the Code. MASONWOOD may provide additional landscaping within the buffer area;
- (vi) Fencing, Walls and Screening Requirements (Section 32.05.003 of the Code);
- (vii) Parkland and public facility dedication (Section 30.04.004 of the Code). MASONWOOD shall be entitled to credit for park land dedication under this Section for any open space, greenbelt or park areas within the Project, even if not

dedicated to the City, if such areas are dedicated to a homeowner's or similar property owner's association; and

- (viii) Neighborhood Services Zoning Site Development Restrictions (Section 32.03.009 of the Code) with the exception of 32.03.009(e)(3) and (e)(6). This provision shall only be applicable to the Neighborhood Services portions of the Project.

Section 2.02 Allowable Uses of the Land. In addition to the Requirements, the Parties agree that allowable uses of the Land as the Project is developed shall be limited to those uses listed on **Exhibit "C"** attached hereto and incorporated herein and as depicted on the Concept Plan. This Section 2.02 and Exhibit C shall govern and restrict allowable uses only and shall not serve to impose any other site development or land use requirements on the Land; except as other provided as part of the Requirements.

Section 2.03 Development Standards for the Single-Family Tract. In addition to the Requirements, development occurring on the Single-Family Tract and the Meritage Tract shall adhere to the Development Standards as set forth in **Exhibit "D"** attached hereto and incorporated herein.

Section 2.04 Other Development Standards Applicable to the Entire Project. In addition to the Requirements, any development occurring within the Project shall adhere to the Project Development Standards as set forth in **Exhibit "E"** attached hereto and incorporated herein.

ARTICLE III

DEVELOPMENT PLAN

Section 3.01 Phased Development. MASONWOOD intends to develop the Land in phases. MASONWOOD may, in its sole discretion, plat each phase of the Project in multiple, separate subdivision plats. City acknowledges that the portions of the Land not under active development may remain in use for agricultural lands, wildlife lands, or ranching purposes or for the cellular phone tower and associated improvements as exist on a portion of the Land as of the Effective Date of this Agreement.

Section 3.02 Concept Plan and Exceptions. For purposes of this Agreement, the Concept Plan means and includes the general development plan laid out on **Exhibit "B"** attached hereto. City hereby confirms its approval of the Concept Plan. Provided however, that the actual location of the single family lots are not approved as part of the Concept Plan. The approval of the location of lots will be approved as part of future City approvals associated with site plan approval, development plat approval or subdivision plat approval as applicable. The

configuration and location of the single-family lots as shown on the Concept Plan is for illustrative purposes and the Concept Plan shall not control or mandate the location, configuration, or concentration of lots within the Single-Family Tract. The City's Subdivision Ordinance, except as expressly modified herein, shall control the configuration, location and concentration of lots within the Meritage Tract and the Single-Family Tract and approval of the configuration, location and concentration of the single family lots will occur within the City's ordinary process for subdivision and plat approval.

The maximum number of lots (304) which are allowed for development within the Meritage Tract does not guarantee that 304 lots may actually be developed within the Meritage Tract. The actual number of lots that can be developed will depend upon compliance with the configuration, location, concentration and other regulations contained within the Subdivision Ordinance. Meritage is guaranteed the right to develop the 60, 70 and 80 foot wide lots according to the percentages expressed in Exhibit "D", which is attached hereto and incorporated herein.

The maximum number of lots (200) which are allowed for development within the Single Family Tract does not guarantee that 200 lots may actually be developed within the Single Family Tract. The actual number of lots that can be developed will depend upon compliance with the configuration, location, concentration and other regulations contained within the Subdivision Ordinance. MASONWOOD is guaranteed the right to develop 50 and 70 foot wide lots according to the percentages expressed in Exhibit "D".

a. City acknowledges that the Concept Plan generally complies with the City's Comprehensive Plan, as amended; approves the land uses, densities, exceptions, utility and roadway alignments and sizing and other matters shown on the Concept Plan to the extent that they comply with the Requirements as modified by this Agreement. MASONWOOD confirms that the Concept Plan complies with the Requirements except as expressly stated and described herein. No specific development contemplated by, or indicated on the Concept Plan may be undertaken or commenced unless same complies and has been approved by the City in accordance with the Requirements as modified by this Agreement. Specifically, no development may be undertaken on the Land until such time as the required permit or permits meeting the Requirements, as modified by this Agreement, has been submitted and approved by the City in accordance with the procedures set forth in the Requirements.

b. **Exceptions\Variances.** By its authority as set forth in Section 30.02.004(a) of the Code, the City, by its approval of this Agreement confirms that it has made necessary findings and hereby grants and approves the exceptions, waivers, variances, and credits to City development regulations, ordinances, and Requirements for the Project as follows:

(i) MASONWOOD71 and G2E shall have the right to develop the Land (less the Meritage Tract) to those densities, lot sizes, setbacks, and other development standards as described herein and in Exhibits D and E.

(ii) Meritage shall have the right to develop the Meritage Tract to those densities, lot sizes, setbacks, and other development standards as described herein and in Exhibits D, and E.

(iii) Buildings within the Project may be constructed to a maximum height of forty feet (40');

(iv) Impervious cover calculations for the Land, pursuant to Section 20.04.044 and other applicable Sections of the Code of Ordinances shall be calculated for the Project as a whole such that portions of the Project may exceed the allowable impervious as long as the entire Project does not exceed the total impervious cover allowed by Code. For example, the Neighborhood Services Tract may contain more than 40% impervious cover as long as the overall total impervious cover for the Project does not exceed 40%. Furthermore, up to a maximum of five acres of impervious cover from the Land may be transferred to the approximately 136.059 acre tract of land abutting the Land and owned by Lake Travis Independent School District and further described in Document Number 2010014061 of the Real Property Records of Travis County, Texas (the "LTISD Land"). Transfers of impervious cover from the Land to the LTISD Land shall be allowed to be made as if the LTISD Land were part of and included within the Land and without any reduction or penalty such as required in Section 20.04.043(c) of the Code or any similar provision of the Code. The transfer of impervious cover from the Land to the LTISD Land may occur before, after or concurrently with the addition of land from the LTISD Land to the Land as described to in Section 3.05 below. Provided however, transfer of five acres of impervious cover to LTISD shall only occur if the Project has such impervious cover acreage available to transfer and such impervious cover must be treated to the City's NPS pollution control standards.

(v) Impervious cover calculations for the Project shall not include:

- a.) Any impervious cover associated with Vail Divide for the portion of Vail Divide that is built or proposed to be built outside of the Land and which is labeled on the Concept Plan as "Offsite Portion of Vail Divide"; or
- b.) Any impervious cover associated with Vail Divide in the area labeled on the Concept Plan as "Right-of-Way Reserve".

Subject to the limitations set forth above, impervious cover calculations shall be based on the Code requirements of 40% of the site area in accordance with the City's NPS ordinance;

(vi) For any neighborhood services development contained within the Project, cut and fill shall be allowed not exceeding ten (10) feet unless a variance is granted to allow cut and fill to exceed ten (10) feet;

(vii) Any other provisions that are approved as part of this Agreement and which represent a variance from Code.

c. **Changes to the Concept Plan.** MASONWOOD 71, G2E or Meritage, depending on the tract affected, must submit any proposed Major Amendment to the Concept Plan or the terms of this Agreement to the City for approval. Provided that a revision to the Concept Plan does not deviate from the express terms of this Agreement, the revision may be processed and approved by the City separately from this Agreement. Furthermore, if the change is a Minor Change then approval or denial may be given by the City Administrator, subject to the review process set forth in Section 3.03. If the change is not a Minor Change, then approval of such change must be sought in accordance with the procedures, processes and provisions of the Requirements and the Code. For purposes of this Agreement a "**Minor Change**" shall mean any of the following changes to the Concept Plan as long as such change does not result in the Project being in violation of the Requirements or this Agreement:

(i) adjustments to road alignments that do not exceed twenty-five feet (25') from the alignment shown on the Concept Plan;

(ii) increase or decrease in the size of the Neighborhood Services Tract, the Meritage Tract, or the Single-Family Tract as shown on the Concept Plan as long as such increase or decrease in size does not exceed ten percent (10%) of the total size of the tract as shown on the Concept Plan; or

(iii) development of the Neighborhood Services Tract as single-family lots, along with an increase in the maximum number of lots according to the lot size percentages for the Project described in Exhibit D, and applicable to Masonwood, provided the allowable impervious cover for the Project does not increase and such development otherwise complies with all terms and conditions of this Agreement, including, without limitation, the Single Family Tract Development Standards set forth in Exhibit D and the Single Family Tract Architectural Standards set forth in Exhibit D-1.

A Major Amendment is any amendment or change to the Agreement that is not a Minor Change.

Section 3.03 Review Process. For purposes of this Section 3.03, completeness of any application and the term of any permit or approval will be evaluated in accordance with this Agreement and the City Code of Ordinances applicable to such permits or approvals. Provided however, that the term for approval of the Concept Plan shall coincide with the term of this Agreement.

Section 3.04 Review/Submittal Fees. Nothing herein shall be deemed to limit the fees which the City may charge in connection with prospective development activity on the Land including without limitation any and all application review building and development fees which may be established by the City from time to time and which are applicable to the Project. All such fees shall be paid at the time the requesting party requests the City to undertake the action for which the fee is established. The amount of the fee owed by the requesting party with respect to any specific action requested of the City shall be based on the City fee schedule and payment policy in effect at the time the request for the specific action is made, provided however, that any development fees received by the City from the Landowner for review of this Project prior to the date of this Agreement will be credited against any development fees due to the City for review of the Project after the date of this Agreement.

Section 3.05 Addition of Property to the Land. At any time during the Term, MASONWOOD may add a portion of the LTISD Land not exceeding fifteen (15) acres to the Project and, upon such addition, such portion of the LTISD Land shall be considered part of the Land for all purposes of this Agreement. If any of the LTISD Land is added to this Agreement it will be subject to and benefit from all provisions and requirements of this Agreement. If such land is added to the Agreement, it will be allowed to include the same uses identified in Exhibit C for the Neighborhood Services Tract. In order to be effective, the addition of such land to the Agreement must be in writing in the form of a Notice to include the Additional Land (the "Notice"), signed by the owner of the Land and the Additional Land, legally describing the land being added to the Agreement and being recorded in the Real Property Records of Travis County, Texas. Prior to recording the Notice, MASONWOOD shall be required to provide it to the City Administrator. The City Administrator shall have the right to review and approve the Notice, such approval not to be unreasonably withheld or delayed, prior to its recordation. Upon such recordation, the addition of such portion of the LTISD Land to this Agreement shall be considered final and official.

Section 3.06 Term of Approvals. The Concept Plan, variances and approvals granted in this Agreement will be effective for the term of this Agreement, including any renewals as provided by Section 7.01.

ARTICLE IV

DISTRICT CREATION AND ANNEXATION

Section 4.01 Consent to Creation of, and Inclusion of Real Property within the District.

Previously, and in connection with the Original Development Agreement, the City approved a resolution (Resolution No. 2011-05) consenting to the creation of, and inclusion of the 148 Acre Tract into Travis County Municipal Utility District No. 18 (the “MUD” or “District”). Now, in connection with this Agreement, the City acknowledges receipt of the request attached hereto as **Exhibit E**, in accordance with Section 54.016, Texas Water Code and Section 42.0425, Texas Local Government Code, for inclusion of the 47 Acre Tract into the boundaries of the MUD. On the Effective Date of this Agreement, the City has approved the resolution attached as **Exhibit G** (the “Consent Resolution”) consenting to the inclusion of the 47 Acre Tract into the boundaries of the District. The City agrees that **Exhibit G** will constitute and evidence the City’s consent to the inclusion of the 47 Acre Tract into the boundaries of, and annexation of such real property by, the MUD. No further action will be required on the part of the City to evidence its consent; however, the City agrees to provide any additional confirmation of its consent that may be required by MASONWOOD or the District if requested to do so, including without limitation executing the Consent Resolution attached as **Exhibit G** for the District. The City further agrees that this Agreement shall have no impact upon the terms or effectiveness of Resolution No. 2011-05 with respect to the consent to creation of the District and inclusion the 148 Acre Tract therein, which consent shall remain in full force and effect for all purposes.

Section 4.02 Annexation.

The City agrees that it will not annex the Land until the earlier of, (i) twenty (20) years from the Effective Date of the Original Development Agreement; or (ii) the date when water, wastewater, street and drainage facilities have been completed to serve at least 90% of the developable acreage within the Land and either MASONWOOD has been reimbursed by the District for the water, wastewater, street and drainage facilities in accordance with the rules of the TCEQ, or the City or a third-party utility provider has expressly assumed the obligation to reimburse MASONWOOD under those rules. The City agrees that a request for annexation will not be required to be submitted with any final plat of property within the Land. MASONWOOD agrees that it will voluntarily request annexation into the City when and if City requests that the Land be annexed into the City according to the terms of this section and this requirement shall be binding on any subsequent landowner.

ARTICLE V

VAIL DIVIDE EXTENSION

Section 5.01 Vail Divide. City and MASONWOOD agree as follows with regard to the extension of the proposed roadway known as Vail Divide as it relates to the Property and as it is generally depicted on the Concept Plan:

a. MASONWOOD shall not be required to construct any portion of Vail Divide, except as necessary to provide access to the Project as shown on the Concept Plan and as may be required by a Traffic Impact Study conducted in accordance with the Requirements. The City shall not require MASONWOOD to build the portion of Vail Divide shown as “ROW Reserve – Vail Divide”. That portion of Vail Divide is only shown on the Concept Plan in case the LTISD or a governmental entity chooses to construct Vail Divide along such route. Such area shall remain open and unobstructed by improvements that would obstruct the extension of Vail Divide and shall be restricted to use as right-of-way or interim use that does not conflict with such interim use. Such restriction must appear in any final plat for the Project or other instrument recorded in the Real Property Records of the County.

b. any portions of Vail Divide completed by MASONWOOD will be required to be dedicated to Travis County or the City as applicable.

c. the City’s Comprehensive Plan categorizes Vail Divide as a Minor Arterial, requiring 92 feet of right-of-way. MASONWOOD shall not be obligated to build the portion of Vail Divide shown on the Concept Plan as ROW Reserve – Vail Divide. However, if Vail Divide is built in such area, the City and MASONWOOD agree that no more than half of the necessary right-of-way for Vail Divide will be required to be dedicated from the Land by MASONWOOD, and in no event shall the right-of-way required from the Land for ROW Reserve-Vail Divide exceed 46 feet in width as is generally shown on the Concept Plan.

d. MASONWOOD shall be required to provide detention according to Code and water quality treatment according to the NPS ordinance for all stormwater drainage associated with the Offsite Portion of Vail Divide as shown on the Concept Plan or as otherwise required to be constructed according to the Traffic Impact Study (except for any part of such roadway that was built by LTISD and is already treated for water quality and treated by LTISD). MASONWOOD shall not be required to provide detention or water quality treatment for any portion of Vail Divide in the area shown as “ROW Reserve – Vail Divide” on the Concept Plan.

ARTICLE VI

AUTHORITY AND VESTING OF RIGHTS

Section 6.01 Authority. This Agreement is entered into, in part, under the statutory authority of *Section 54.016 of the Texas Water Code and Sections 42.042, 212.172, and 402.014 of the Texas Local Government Code, Chapter 212, Subchapter G, Texas Local Government Code; Chapter 43, Texas Local Government Code, Chapter 245, Texas Local Government Code*, and such other statutes as may be applicable. The Parties intend that this Agreement shall guarantee the extraterritorial jurisdiction status of the Land as provided in this Agreement, authorize certain land uses and development on the Land, provide for the uniform review and approval of plats and development plans for the Land, provide exceptions to certain ordinances as described herein, and provide other terms and consideration including the continuation of land uses and for zoning upon the eventual annexation of the Land to City. City acknowledges and agrees that it has authority under the *Texas Water Code, Texas Local Government Code* and other applicable ordinances or statutes to enter into this Agreement.

Section 6.02 Vesting of Rights. This Agreement constitutes an application for a permit by MASONWOOD for the development of the Project and initiates the development permit process for the Project described herein under Chapter 245 of the Texas Local Government Code. City acknowledges that MASONWOOD has vested authority to develop the Project in accordance with this Agreement. It is the intent of City and MASONWOOD that these vested development rights include, without limitation, the character of land uses, the number of single family units and the amount of commercial development, the general location of roadways, the design standards for streets and roadways, and development of the Land in accordance with the Concept Plan and as set forth in this Agreement and the applicable Requirements as described in Section 2.01. Landowner waives any vesting of development rights which may have occurred prior to the execution of this Agreement.

Section 6.03 Landowner's Right to Continue Development. In consideration of MASONWOOD'S agreements hereunder, City agrees that it will not during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout City due to an emergency constituting imminent threat to the public health or safety, provided that such a moratorium will continue only during the duration of the emergency.

ARTICLE VII

TERM ASSIGNMENT AND REMEDIES

Section 7.01 Term. The term of this Agreement will commence on the Effective Date of the Original Development Agreement and continue for fifteen (15) years, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of City and MASONWOOD. Upon the expiration of fifteen (15) years, this Agreement shall be extended upon request by MASONWOOD, for up to two (2) successive fifteen (15) year periods.

Section 7.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of City and MASONWOOD, or may be terminated or amended only as to a portion of the Land by the mutual written consent of City and the owners of the portion of the Land affected by the amendment or termination.

If G2E does not close on the 47 Acre Tract or its contract to purchase the 47 Acre Tract is terminated, then this Amended and Restated Development Agreement shall be of no further force or effect and the rights and obligations of the Parties shall be governed by the Original Development Agreement, as if it had never been amended and restated. G2E must close on the purchase of the 47 acre Tract and all parties to the Agreement must execute this Agreement on or before January 31, 2013, or this Agreement will automatically terminate as herein provided.

In the event that the Agreement is terminated as to the Land, or if applicable, a portion of the Land, for any reason other than City's default, then any future development on the Land or applicable portion of the Land subject to the termination shall not have any right to development afforded pursuant to Article VI.

Section 7.03 Assignment.

a. This Agreement, and the rights and obligations of MASONWOOD, in whole or in part, may be assigned by MASONWOOD, or by an individual owner as to the portion of the Land owned by the individual owner, to a subsequent owner, developer and/or builder of all or a portion of the Land upon written notice to City. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee.

b. MASONWOOD will provide to City at least fifteen (15) days advance written notice of any assignment or partial assignment of MASONWOOD'S rights and obligations under this Agreement. If MASONWOOD assigns its rights and obligations as to a portion of the Land, then the rights and obligations of any assignee and MASONWOOD will be severable and MASONWOOD will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, City may pursue all remedies against that nonperforming developer but will not impede development activities of any performing developer as a result of that nonperformance. This Agreement is not intended to create any encumbrance to title as to any ultimate consumer who purchases any portion of the Land.

Section 7.04 Remedies.

a. If City defaults under this Agreement, Masonwood 71, G2E or Meritage shall provide notice of such default by stating, in writing, the specific nature of the default and any action required to cure the default. If such default remains uncured after thirty (30) days, Masonwood 71, G2E or Meritage may (i) enforce this Agreement by seeking specific performance from a Travis County District Court; (ii) terminate this Agreement by providing written notice of such termination to City as to all of the Land owned by MASONWOOD, or as to the portion of the Land affected by the default; or (iii) pursue injunctive relief to cure the default from a court of proper jurisdiction.

b. If MASONWOOD defaults under this Agreement, City shall provide notice of such default by stating, in writing, the specific nature of the default and any action required to cure the default. If such default remains uncured after thirty (30) days, or thereafter MASONWOOD fails to diligently pursue such cure to completion, City may terminate this Agreement or seek injunctive relief or specific performance from a court of proper jurisdiction.

c. Each Party waives any action for damages against the other except for the recovery of attorney's fees, as per subparagraph d below.

d. If either Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing Party.

e. If a default is by an assignee of only a part of the Land and Project, the only default is by such assignee, this Agreement may be terminated only as to the part or portion of the Land and the Project on which the assignee is in default.

Section 7.05 Cooperation.

a. City and MASONWOOD each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to, the execution of such further documents as maybe reasonably necessary.

b. City agrees to cooperate with MASONWOOD at MASONWOOD'S expense, in connection with any waivers, permits or approvals MASONWOOD may need or desire from LCRA, Travis County, TCEQ, United States Environmental Protection Agency, United States Fish Wildlife Service, or any other regulatory authority in order to carry out the development of the Project or the Concept Plan.

c. In the event of any third Party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, MASONWOOD and City agree to cooperate in the defense of such suit or claim and to use their respective reasonable efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement. MASONWOOD and City will each be responsible for its own attorney's fees and other expenses which may be incurred in connection with any such lawsuit or claim.

d. MASONWOOD or City may initiate mediation on any issues in dispute between MASONWOOD and City, and the other Party shall participate in good faith. The cost of mediation shall be a joint expense.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party or any agent of the Party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the

earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Bee Cave
Attn: City Administrator
4000 Galleria Parkway
Bee Cave Texas 78738

With Required
Copy to: Ms. Patty Akers, City Attorney
Akers & Boulware-Wells, L.L. P.
6618 Sitio Del Rio Blvd.
Building E, Suite 102
Austin Texas 78730

MASONWOOD: Masonwood 71, Ltd.
1004 MoPac Circle, Ste. 201
Austin, Texas 78746

With Required
Copy to: William P. McLean
McLean & Howard, LLP
Barton Oaks Plaza, II
901 S. MoPac Expressway, Ste. 225
Austin, Texas 78746

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Party. MASONWOOD may, by giving at least five (5) days' written notice to City, designate additional Parties to receive copies of notices under this Agreement.

Section 8.02 Severability; Waiver. If any provision of this Agreement is illegal invalid or unenforceable, under present or future laws it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal invalid or enforceable provision as is possible. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 8.04 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 8.05 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 8.06 Authority for Execution. City certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. MASONWOOD hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of MASONWOOD.

Section 8.07 Exhibits. The following exhibits are attached to this Agreement and made apart hereof for all purposes:

- Exhibit "A" The Land
- Exhibit "A-1" The Meritage Tract
- Exhibit "A-2" The Parcel Sketch
- Exhibit "B" The Concept Plan
- Exhibit "C" Allowable Uses
- Exhibit "D" Single-Family and Meritage Tract Development Standards
- Exhibit "D-1" Single-Family Architectural Standards
- Exhibit "D-2" Elevation, Street and Amenity Scenes
- Exhibit "E" Project Development Standards
- Exhibit "F" Request for Consent to Annexation
- Exhibit "G" Consent Resolution

{Signatures on following page}

The undersigned Parties have executed this Agreement on the dates indicated below.

**CITY OF BEE CAVE, TEXAS,
A general law municipality**

By: Caroline Murphy
Name: Caroline Murphy, Mayor
Date: 12/20/12

ATTEST:

Kaylynn Holloway
Kaylynn Holloway, City Secretary

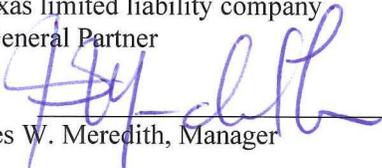
**MASONWOOD 71, LTD.,
a Texas limited partnership**

By: Masonwood 71, G.P., LLC,
a Texas limited liability company,
its general partner

By: [Signature]
Name: John W. Smith
Title: Manager, Prop.
Date: 12/18/12

**G2E-71, Ltd.,
a Texas limited partnership**

By: G2E-71 Management, LLC,
a Texas limited liability company
Its General Partner

By: 
James W. Meredith, Manager

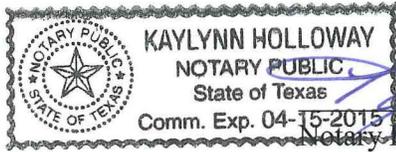
**Meritage Homes of Texas, LLC,
an Arizona limited liability company**

By: Tony Wy
Name: Tony Wyman
Title: Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 20th day of December, 2012,
by Candice Murphy, Mayor of the City of Bee Cave, Texas, a general
law municipality.

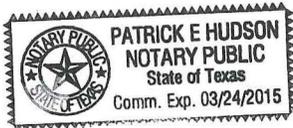


Kaylynn Holloway
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 18 day of December, 2012,
by Jim Meredith, Manager of Masonwood 71, G.P., L.L.C., a Texas limited liability company
and general partner for Masonwood 71, Ltd.

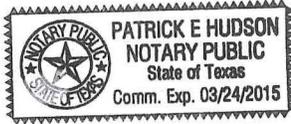


Patrick E Hudson
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 18th day of December, 2012, by Jim Meredith, Manager of G2E-71 Management, G.P., L.L.C., a Texas limited liability company and general partner for G2E-71, Ltd.



Patrick E Hudson

Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 13th day of December, 2012, by Tony Wyman as VP of Land Acquisition of Meritage Homes of Texas, L.L.C.



Meggie Weirich

Notary Public Signature

EXHIBIT A

DESCRIPTION OF THE LAND

69.22 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE J. REYNOLDS SURVEY No. 44, AND BEING ALL OF THAT TRACT OF LAND SAID TO CONTAIN 75 ACRES CONVEYED TO ROBERT WELDON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217320 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at Texas State Plane Central Zone coordinates N=10087110.80 feet and E=3035132.80 feet in the South Line of Highway 71 (a right of way 150 feet wide at this point) at its intersection with the West Line of the said J. Reynolds Survey, the same being the Northwest Corner of the said 75 Acre Tract and the Northeast Corner of that 136.059 Acre Tract conveyed to Lake Travis Independent School District by deed recorded in Document No. 2010014061 of the Official Public Records of Travis County, Texas, from which point a concrete right of way monument bears N.84°33'54"W., 169.20 feet;

THENCE S.84°33'54"E., along the South Line of Highway 71 and the North Line of the said 75 Acre Tract, a distance of 939.18 feet to a 1/2" iron rod set at the Northeast Corner of the 75 Acre Tract and the Northwest Corner of that 78.04 Acre Tract conveyed to Aubrey Eldon Grumbles by deed recorded in document No. 2007217321 of the Official Public Records of Travis County, Texas;

THENCE S.27°57'11"W., along the East Line of the 75 Acre Tract and the West Line of the 78.04 Acre Tract, a distance of 3686.62 feet to a 1/2" iron rod set in a fence at the Southeast Corner of the 75 Acre Tract and the Southeast Corner of the 78.04 Acre Tract;

THENCE N.62°41'03"W., along the South Line of the said 75 Acre Tract, the North Line of that 5.5 Acre Tract conveyed to Philip Cook by deed recorded in Volume 11766, Page 129 of the Real Property Records of Travis County, Texas, and along a fence, a distance of 700.17 feet to a large cedar fence post;

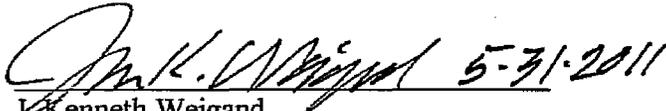
THENCE N.01°19'47"E., along the fence, the same being the common Line of the 75 Acre Tract and the 5.403 Acre Tract, a distance of 223.18 feet to a large cedar fence post at the Southeast Corner of the said 136.059 Acre Tract conveyed to Lake Travis Independent School District;

THENCE along the West Line of the 75 Acre Tract, the East Line of the said 136.059 Acre Tract, and along the fence, the following five courses:

69.22 Acres

1. N.18°31'36"E. a distance of 298.33 feet to a 1/2" iron rod with "Delta Surveying" cap;
2. N.25°36'46"E. a distance of 291.24 feet to a 1/2" iron rod with "Delta Surveying" cap;
3. N.26°43'33"E. a distance of 341.43 feet to a spindle found;
4. N.27°21'01"E. a distance of 741.15 feet to a 1/2" iron rod with "Delta Surveying" cap;
5. N.28°16'56"E. a distance of 1467.47 feet to the said Point of Beginning.

Containing 69.22 acres, more or less, as shown on the survey attached.


John Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753

Bearings are Texas State Plane Central Zone
All iron rods set have "RJ Surveying" cap

78.37 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE J. REYNOLDS SURVEY No. 44, BEING ALL OF THAT 78.04 ACRE TRACT OF LAND CONVEYED TO AUBREY ELTON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at Texas State Plane Coordinates Central Zone N=10087021.85 and E=3036067.76 in the South Right of Way Line of Highway No. 71 (a right of way 150 feet wide at this point) at the Northeast Corner of that 74 Acre Tract conveyed to Artie Grumbles by deed recorded in Volume 1951, Page 246 of the Travis County Deed Records, and at the Northwest Corner of the said 78.04 Acre Tract, from which point a concrete right of way monument bears N.84°33'54"W., 1108.38 feet and the Northwest Corner of the said 74 Acre Tract bears N.84°33'54"W., 939.18 feet;

THENCE S.84°33'54"E., along the South Line of Highway 71 and the North Line of the 78.04 Acre Tract, at 696.34 feet pass a concrete right of way monument, in all a distance of 776.38 feet, to a 1/2" iron rod set at the Northwest Corner of that one acre tract described as the save and except rectangular square of land being 210 feet in length on each side

THENCE S.28°21'04"W., along the West Line of the One Acre Tract, a distance of 210.00 feet to a 1/2" iron rod set at the Southwest Corner of said One Acre Tract;

THENCE S.84°33'54"E., along the South Line of the One Acre Tract, a distance of 210.00 feet to a 1/2" iron rod set at the Southeast Corner of said One Acre Tract and to a point in the East Line of the said 78.04 Acre Tract;

THENCE S.28°21'04"W., along said East Line, a distance of 3697.19 feet to a 1/2" iron rod found in the North Line of R. M. 3238 (Hamilton Pool Road) at the Southeast Corner of said 78.04 Acre Tract;

THENCE S.71°44'33"W., along the South Line of the said 78.04 Acre Tract and the North Line of R. M. 3238, a distance of 42.97 feet to a concrete right of way monument found;

THENCE S.79°33'37"W., along the South Line of the said 78.04 Acre Tract, the North Line of that 5.5 Acre Tract conveyed to Philip Cook by deed recorded in Volume 11766, Page 129 of the Real Property Records of Travis County, Texas, and along a fence, a distance of 170.29 feet to a large cedar fence post;

78.37 Acres

THENCE along the South Line of the said 78.04 Acre Tract and the North Line of the 5.5 Acre Tract, the following two courses:

1. N.64°34'26"W. a distance of 353.45 feet to a large cedar fence post;
2. N.62°48'55"W. a distance of 367.77 feet to a 1/2" iron rod set in the fence at the Southwest Corner of the 78.04 Acre Tract and the Southeast Corner of the said 74 Acre Tract;

THENCE N.27°57'11"E., along the West Line of the 78.04 Acre Tract and the East Line of the 74 Acre Tract, a distance of 3686.62 feet to the said Point of Beginning.

Containing 78.37 acres, more or less, as shown on the survey attached.

 5.31.2011

J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753



All iron rods set have "RJ Surveying" cap
Bearings are Texas State Plane Central Zone

47.324 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JOSEPH REYNOLDS SURVEY No. 44, ABSTRACT No. 664, BEING A PART OF THAT 47.99 ACRE TRACT OF LAND CONVEYED TO AUBREY ELDON GRUMBLES AND ROBERT WELDON GRUMBLES, BY PARTITION DEED RECORDED IN DOCUMENT No. 2012141235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PART OF THAT 49.99 ACRE TRACT OF LAND CONVEYED TO RICHARD GRUMBLES AND DONNA L. GRUMBLES, BY PARTITION DEED RECORDED IN DOCUMENT No. 2012141235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at Texas State Plane Central Zone Coordinates, North, 10,086,826.28 and East 3,038,123.24 in the South Line of Highway 71, (a right of way 150 feet wide at this point as described in the deed to the State of Texas recorded in Volume 793, Page 608 of the Deed Records of Travis County, Texas), the same being the Northwest Corner of the Plat of Reese Acres, according to the plat thereof recorded in Plat Book 94, Page 81 and 82 of the Plat Records of Travis County, Texas, (from which point a 1/2" iron rod found bears N.28°18'09"E., 2.19 feet);

THENCE S.28°18'09"W., along the West Line of the said Plat of Reese Acres, a distance of 785.36 feet to a cedar fence post;

THENCE S.84°35'50"E., along the South Line of said Plat of Reese Acres, a distance of 604.12 feet to a 1/2" iron rod found at the Southeast Corner of said plat and the Southwest Corner of that 5.00 Acre Tract of Land conveyed to Eric B. Tucker by deed recorded in Volume 11898, Page 343 of the Real Property Records of Travis County, Texas;

THENCE S.84°35'50"E., along the South Line of said 5.00 Acre Tract, a distance of 300.68 feet to a 1/2" iron rod set at the Southeast Corner of said 5.00 Acre Tract in the West Line of Lot 9, Bee Caves West, according to the plat thereof recorded in Plat Book 75, Page 8 of the Plat Records of Travis County, Texas;

THENCE S.28°17'41"W., along the West Line of the said plat of Bee Caves West, a distance of 813.96 feet to a cedar fence post at the Northwest Corner of Lot 8, Bee Caves West;

THENCE N.75°27'11"W., across the said 47.99 Acre Tract, a distance of 1119.05 feet to a 1/2" iron rod set in the South Line of the 47.99 Acre Tract and the North Line of the said 49.99 Acre Tract;

THENCE N.84°33'54"W., across the said 49.99 Acre Tract, a distance of 804.72 feet to the West Line of the said 49.99 Acre Tract and the East Line of that 78.04 Acre Tract of Land conveyed to A. E. Grumbles by deed recorded in Document No. 2007217321 of the Official Public Records of Travis County, Texas, and subsequently conveyed to Masonwood 71, Ltd., by deed recorded in Document No. 2011172121 of the Official Public Records of Travis County, Texas;

THENCE N.28°21'04"E., along the West Line of the 49.99 Acre Tract and the East Line of the 78.04 Acre Tract a distance of 313.34 feet to a 1/2" iron rod set at the Northwest Corner of the 49.99 Acre Tract and the Southwest Corner of the 47.99 Acre Tract;

47.324 Acres

THENCE along the common line of the 47.99 Acre Tract and the 78.04 Acre Tract the following three courses:

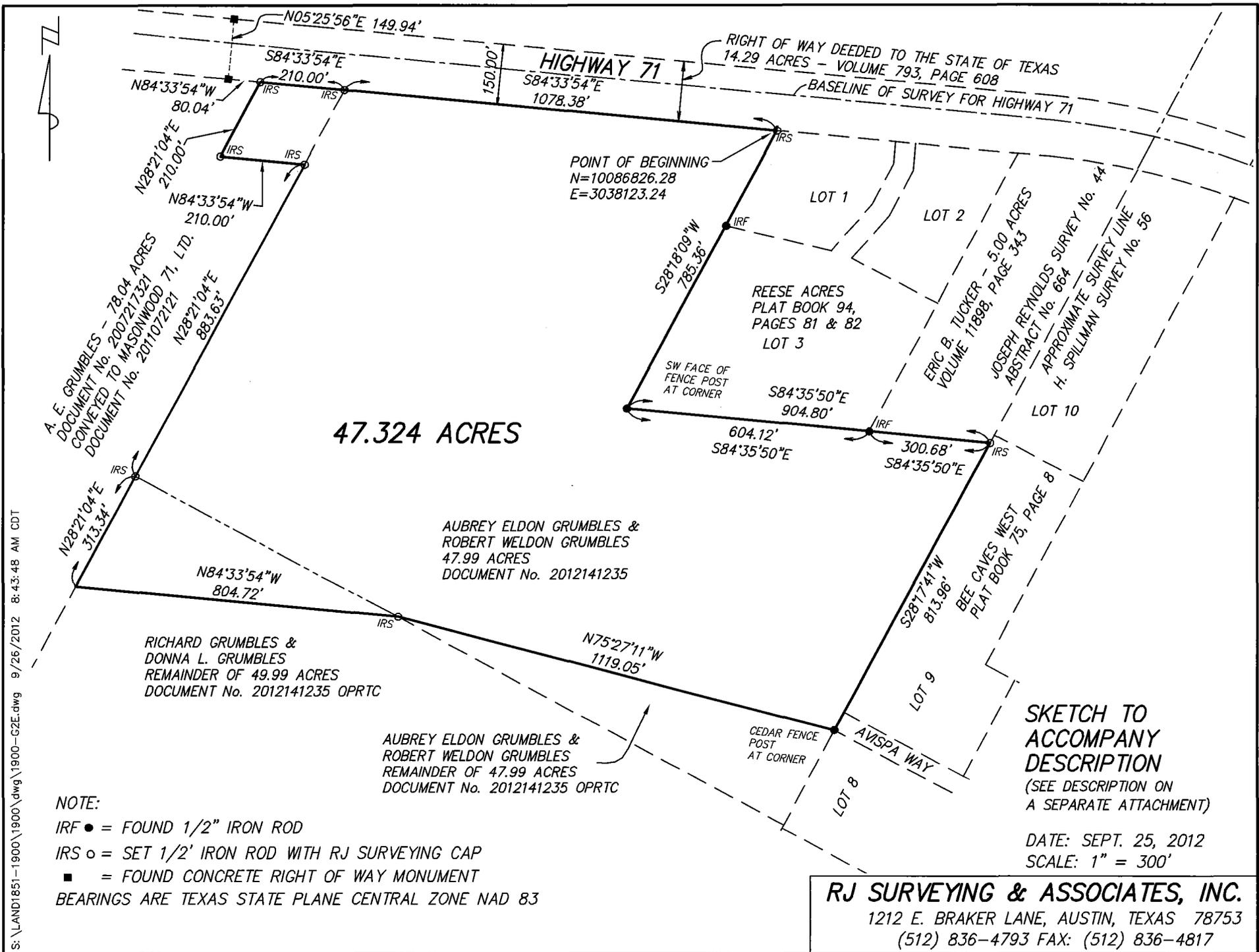
1. N.28°21'04"E. a distance of 883.63 feet to a 1/2" iron rod set;
2. N.84°33'54"W. a distance of 210.00 feet to a 1/2" iron rod set;
3. N.28°21'04"E. a distance of 210.00 feet to a 1/2" iron rod set in the South Line of Highway 71 at the Northwest Corner of the 47.99 Acre Tract and the Northeast Corner of the 78.04 Acre Tract (from which point a concrete monument found bears N.84°33'54"W., 80.04 feet);

THENCE along the North Line of the 47.99 Acre Tract and the South Line of Highway 71 the following two courses:

1. S.84°33'54"E. a distance of 210.00 feet to a 1/2" iron rod set;
2. S.84°33'54"E. a distance of 1078.38 feet; to the said Point of Beginning.

Containing 47.324 acres, more or less, as shown on the sketch attached.

Bearings are Texas State Plane Central Zone NAD 83.
All iron rods set have RJ Surveying cap.



NOTE:

- IRF ● = FOUND 1/2" IRON ROD
 - IRS ○ = SET 1/2' IRON ROD WITH RJ SURVEYING CAP
 - = FOUND CONCRETE RIGHT OF WAY MONUMENT
- BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

SKETCH TO ACCOMPANY DESCRIPTION
 (SEE DESCRIPTION ON A SEPARATE ATTACHMENT)

DATE: SEPT. 25, 2012
 SCALE: 1" = 300'

RJ SURVEYING & ASSOCIATES, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817

S:\LAND\1851-1900\1900\dwg\1900-G2E.dwg 9/25/2012 8:43:48 AM CDT

EXHIBIT A-1

DESCRIPTION OF THE MERITAGE TRACT

117.35 Acres

Exhibit A

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE J. REYNOLDS SURVEY No. 44, AND BEING A PART OF THAT TRACT OF LAND SAID TO CONTAIN 75 ACRES CONVEYED TO ROBERT WELDON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217320 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PART OF THAT 78.04 ACRE TRACT OF LAND CONVEYED TO AUBREY ELDON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod set at Texas State Plane Central Zone coordinates $N=10087110.80$ feet and $E=3035132.80$ feet in the South Line of Highway 71 (a right of way 150 feet wide at this point) at its intersection with the West Line of the said J. Reynolds Survey, the same being the Northwest Corner of the said 75 Acre Tract and the Northeast Corner of that 136.059 Acre Tract conveyed to Lake Travis Independent School District by deed recorded in Document No. 2010014061 of the Official Public Records of Travis County, Texas, from which point a concrete right of way monument bears $N.84^{\circ}33'54''W.$, 169.20 feet;

THENCE $S.28^{\circ}16'56''W.$, along the West Line of the 75 Acre Tract and the East Line of the 136.059 Acre Tract, a distance of 380.34 feet to the Point of Beginning;

THENCE across the said 75 Acre Tract the following two courses:

1. $S.84^{\circ}18'18''E.$ a distance of 934.83 feet;
2. $S.04^{\circ}56'26''W.$ (at 11.73 feet pass the common line of the 75 Acre Tract and the 78.04 Acre Tract), in all a distance of 244.53 feet;

THENCE continue across the said 78.04 Acre Tract the following two courses:

1. $S.14^{\circ}19'12''E.$ a distance of 715.60 feet;
2. $S.53^{\circ}03'12''E.$ a distance of 331.99 feet to the East Line of the said 78.04 Acre Tract (from which point a 1/2" iron rod set in said East Line bears $N.28^{\circ}21'04''E.$, 1360.19 feet);

THENCE along said East Line the following two courses:

1. $S.28^{\circ}21'04''W.$ a distance of 72.43 feet to a 1/2" iron rod found;
2. $S.28^{\circ}21'04''W.$ a distance of 2264.57 feet to a 1/2" iron rod found in the North Line of R. M. 3238 (Hamilton Pool Road) at the Southeast Corner of said 78.04 Acre Tract;

THENCE $S.71^{\circ}44'33''W.$, along the South Line of the said 78.04 Acre Tract and the North Line of R. M. 3238, a distance of 42.97 feet to a concrete right of way monument found;

THENCE $S.79^{\circ}33'37''W.$, along the South Line of the said 78.04 Acre Tract, the North Line of that 5.5 Acre Tract conveyed to Philip Cook by deed recorded in Volume 11766, Page 129 of the Real Property Records of Travis County, Texas, and along a fence, a distance of 170.29 feet to a large cedar fence post;

117.35 Acres

Exhibit A

THENCE along the South Line of the said 78.04 Acre Tract and the North Line of the 5.5 Acre Tract, the following two courses:

1. N.64°34'26"W, a distance of 353.45 feet to a large cedar fence post;
2. N.62°48'55"W, a distance of 367.77 feet to a 1/2" iron rod set in the fence at the Southwest Corner of the 78.04 Acre Tract and the Southeast Corner of the said 75 Acre Tract;

THENCE N.62°41'03"W, along the South Line of the said 75 Acre Tract, the North Line of the said 5.5 Acre Tract and along a fence, a distance of 700.17 feet to a large cedar fence post;

THENCE N.01°19'47"E, along the fence, the same being the common Line of the 75 Acre Tract and the 5.5 Acre Tract, a distance of 223.18 feet to a large cedar fence post at the Southeast Corner of the said 136.059 Acre Tract conveyed to Lake Travis Independent School District;

THENCE along the West Line of the 75 Acre Tract, the East Line of the said 136.059 Acre Tract, and along the fence, the following five courses:

1. N.18°31'36"E, a distance of 298.33 feet to a 1/2" iron rod found with "Delta Surveying" cap;
2. N.25°36'46"E, a distance of 291.24 feet to a 1/2" iron rod found with "Delta Surveying" cap;
3. N.26°43'33"E, a distance of 341.43 feet to a spindle found;
4. N.27°21'01"E, a distance of 741.15 feet to a 1/2" iron rod found with "Delta Surveying" cap;
5. N.28°16'56"E, a distance of 1087.13 feet to the said Point of Beginning.

Containing 117.35 acres, more or less.

John K. Weigand Oct. 7, 2011

J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

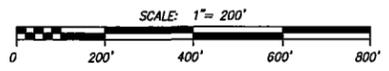
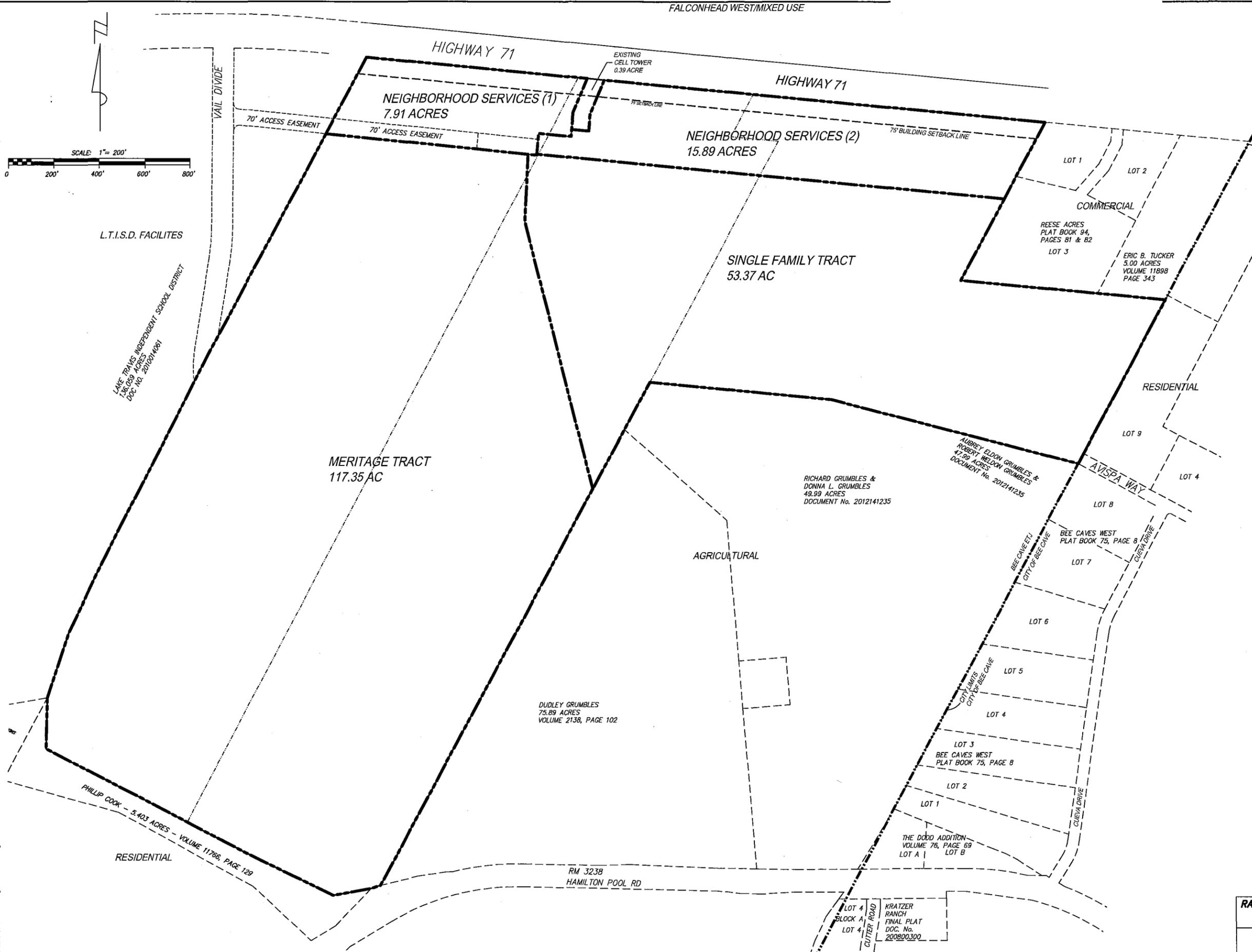


RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753

Bearings are Texas State Plane Central Zone
All iron rods set have "RJ Surveying" cap
The parcel is depicted on a separate attachment

EXHIBIT A-2
PARCEL SKETCH

MASONWOOD DEVELOPMENT
(BELLA COLINAS)
REVISED CONCEPT PLAN
MASONWOOD 71, LTD.
MERITAGE HOMES OF TEXAS, INC.
BEE CAVE, TEXAS
PARCEL MAP



DATE: OCT. 18, 2012 SCALE: 1" = 200'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

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EXHIBIT B
CONCEPT PLAN

SCALE: 1" = 200'
 400' 600' 800'

Exhibit B

LEGEND:

- = 80' LOTS
- = 70' LOTS
- = 60' LOTS
- = 50' LOTS
- = NEIGHBORHO
- = WATER QUAL
- = PARK
- = GREENBELT

MASONWOOD DEVELOPMENT
 (BELLA COLINAS)
 MASONWOOD 71, LTD.
 MERITAGE HOMES OF TEXAS, INC.
 BEE CAVE, TEXAS
 CONCEPT PLAN

FALCONHEAD WEST/MIXED USE

HIGHWAY 71

HIGHWAY 71

"BLK=358" DENOTES BLOCK LENGTH

Site Area & Allowable Impervious Cover		Approved	Proposed
Total Site Area	147.59	194.92	194.92
Net Site Area (1)	135.34	182.52	182.52
Allowable IC (40%)	54.14	73.01	73.01
(1) Net Site Area is Total Site Area less known and estimated WQBS and slopes > 25%			

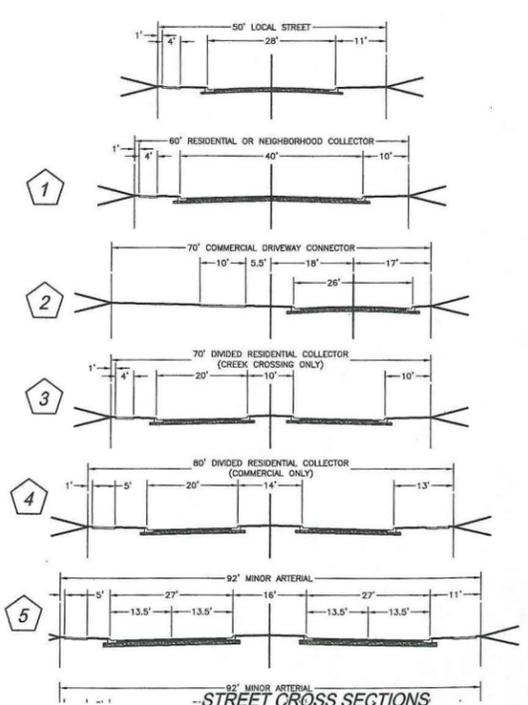
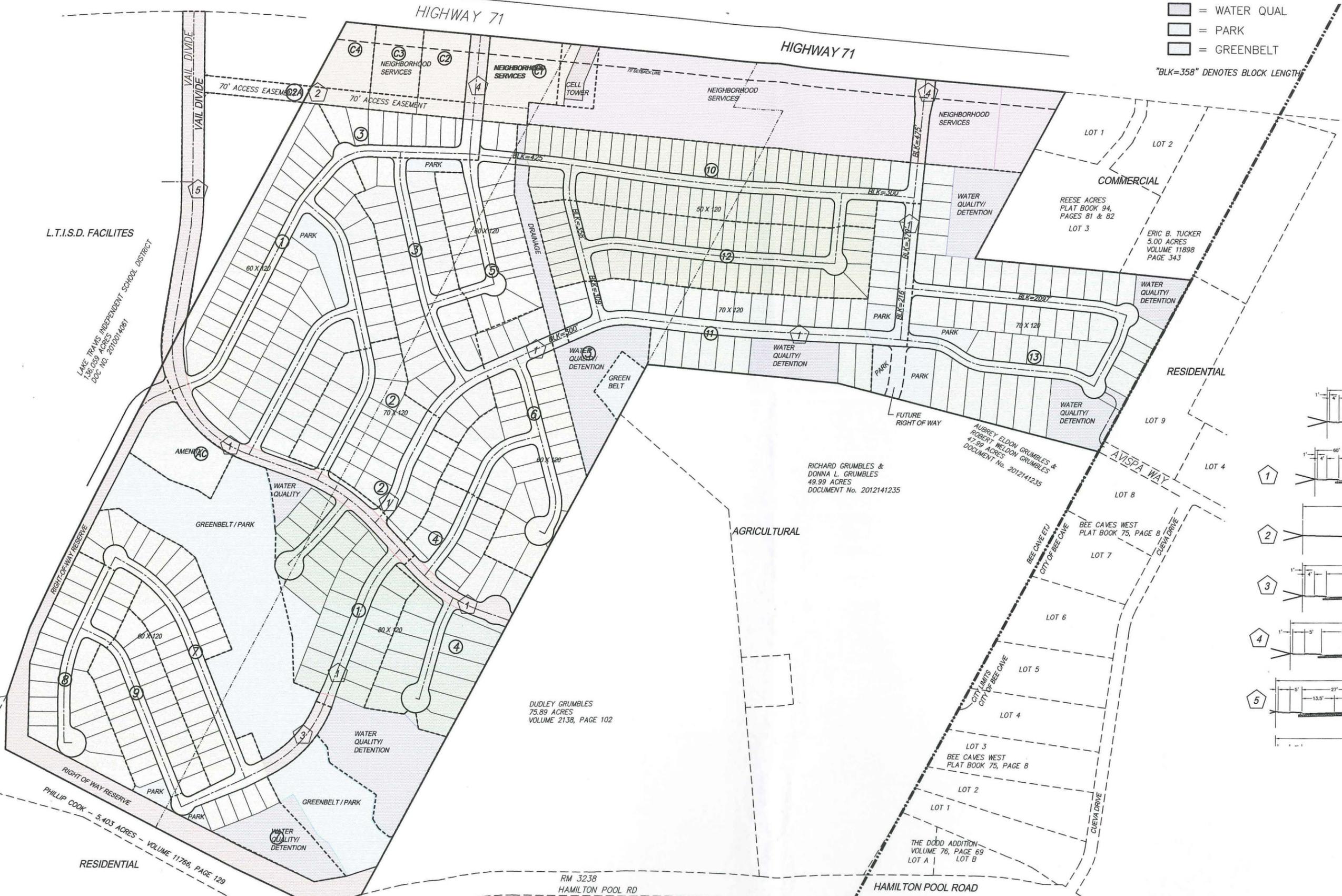
Proposed Impervious Cover					
Category	Units/ LF Street	Approved Land Area (ac)	IC (ac)	Units/ LF Street	Proposed Land Area (ac)
Single Family	304	119	17.5	504	170.72
Streets, Collector	2,101	3.0	6.787	17,657	7.09
Streets, Local	17,493	22.3	17,657		13.32
Streets, Total	19,594	25.3	24,444		20.35
Amenity Center		1.0			1.00
Total Single Family			32.8		50.38
Multifamily	300	21.8	9.8	0	0.00
Neighborhood Services		7.6	6.1		23.80
Existing Cell Tower					0.39
Project Total	604	147.59	48.7	504	194.92

Lots: 2,500 SF/lot
 Multifamily: 45% IC
 Neighborhood Services: 80% IC, includes collector
 * Included in Neighborhood Services

Proposed IC Breakdown by Type						
Category	Road (ac)	Sidewalk (ac)	Building (ac)	Driveway (ac)	Parking (ac)	Other (1) (ac)
Single Family	18.14	2.21	23.14	5.79	14.30	1.00
Commercial	0.68	0.16	3.90			
Other (2)			0.13			
Total	18.82	2.37	27.17	5.79	14.30	1.00

(1) Includes Amenity Center
 (2) Includes existing cell tower

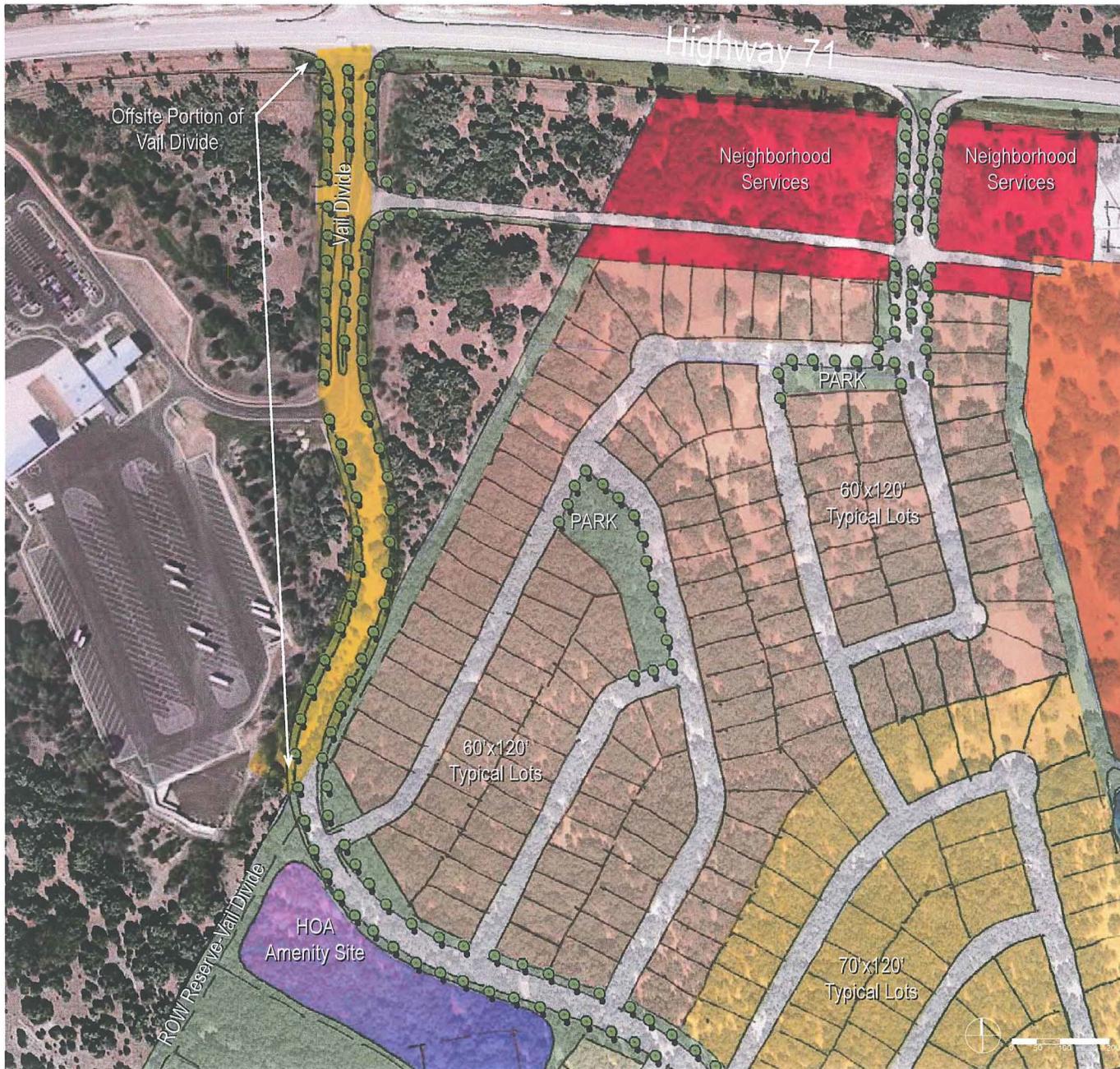
Single Family Lot Mix			
Site	Approved	Proposed	Parkland Requirements
80'x120'	34	135	Units: 604
70'x120'	53	217	Required: 504
60'x120'	217	118	Required: 9.06
50'x120'	0	118	Provided: 15.33
Total	304	504	Parkland required at 1.5 ac/100 units



NOTE:
 UNLABELED STREETS ARE 50' RIGHT OF WAY
 3 = KEY STREET TYPE AND WIDTH

SHEET INDEX

1	COVER
2	PARCEL MAP
3	CONCEPT PLAN
4	SLOPE MAP
5	CHARACTER STUDY



Offsite Portion of Vail Divide

Highway 71

Neighborhood Services

Neighborhood Services

PARK

60'x120' Typical Lots

PARK

60'x120' Typical Lots

HOA Amenity Site

ROW Reserve - Vail Divide

70'x120' Typical Lots



EXHIBIT "C"
Allowable Uses Table

The following table provides for the uses that shall be allowed for the Land as the Project is developed. All uses of the Land existing at the Effective Date of the Original Agreement shall be permitted to continue on the Land including, without limitation, the agricultural, wildlife or ranching activities, or the cellular phone tower and associated improvements as existing on the Land as of the Effective Date of this Agreement.

1. The Neighborhood Services Tract: Any of the following land uses shall be allowed on the portion of the Land depicted as "Neighborhood Services" on the Concept Plan:

- All uses that are Permitted under the Neighborhood Service District (NS) as defined in Section 32.03.009 of the Code and Section 32.04.001 of the Code. Any Conditional Uses under Neighborhood Service District shall be Conditional Uses for the Neighborhood Services Tract.
- Restaurant, including drive through and in vehicle service, except that no drive through and in vehicle service shall be allowed on the 15.89 acre tract of land shown as "Neighborhood Services 2" on Exhibit A-2 attached hereto (the "NS 2 Tract").
- Bank with drive-through teller service
- Gas station including convenience store. The fascia of the fuel canopy built as part of any gas station use on the NS 2 Tract must be constructed with masonry that reasonably matches the construction of the convenience store building, except that area shall be allowed on the fascia for the fuel station's business signage. The gas station canopy shall have a pitched roof and the material used for the canopy roof shall match the convenience store roof.
- Any uses that are allowed for the Single-Family Tract

2. The Single-Family and Meritage Tracts: Any of the following land uses shall be allowed on the remaining portion of the Land that is shown on the Concept Plan as being developed into subdivided, residential lots. Any Conditional Uses under any of the

following described Districts shall be Conditional Uses for the Single-Family Tract and the Meritage Tract:

- Single-Family Rural Residential (SF-RR) (Section 32.03.003)
- Single-Family Residential - 20 (SF-20) (Section 32.03.004)
- Single-Family Residential-Patio Home (SF-PH) (Section 32.03.005)
- Temporary Field Office or Construction Yard or Office
- Temporary Sales Office

EXHIBIT "D"

Single-Family and Meritage Tract Development Standards

The following Development Standards shall be applicable to the development of the Single-Family and Meritage Tract. To the extent that any of the following standards conflict with the Code, the following shall control. Capitalized terms contained herein shall be defined as indicated in this Ordinance and these Development Standards, as reflected on the Concept Plan or as defined in the City of Bee Cave Code of Ordinances, depending upon context.

1. General Intent

The intent for the Single-Family and Meritage Tracts is to incorporate development standards consistent with the quality standards utilized in typical single family City of Bee Cave developments. The Single-Family Tract shall be designed and constructed as a single-family detached residential development including up to a maximum of 200 residential lots, together with open space, amenity, water quality and detention facilities, and accessory uses, as generally depicted on the Concept Plan. The Meritage Tract shall be designed and constructed as a single-family detached residential development including up to a maximum of 304 residential lots, together with open space, amenity, water quality and detention facilities, and accessory uses, as generally depicted on the Concept Plan.

2. Maximum Number of Lots-Single Family Tract. The maximum number of lots allowed to be built as part of the Single Family Tract shall be 200, all of which must be located on the Single-Family Tract. Notwithstanding the forgoing, the number of single-family lots within the Project may be increased above the totals stated herein if MASONWOOD elects to develop lots on the Neighborhood Services Tract in accordance with the terms of Section 3.02 of the Agreement. In no event shall the number of single-family lots built on the Single-Family Tract exceed 200.

3. Maximum Number of Lots-Meritage Tract. The maximum number of lots allowed to be built as part of the Meritage Tract shall be 304, all of which must be located on the Meritage Tract.

4. Lot Sizes/Minimum Percentages (Meritage Tract). The permissible lots sizes for the Meritage Tract will be as set forth below (expressed in number of feet). The Meritage Tract shall not contain more than 71.4% of the lots that are 60 feet x 120 feet. Additionally, the Meritage Tract must include a minimum of 11.2 percent lots in the 80 x 120 category and 17.4 percent in the 70 x 120 category as specified below. Lots may be developed in phases and the percentage of 60 x 120 lots may exceed 71.4% for the phase if such increased percentage will not cause the overall percentages for the Meritage Tract and the projected totals for each lot size to change, in the reasonable judgment of the City.

80 x 120 – at least 11.2% of the lots (Projected Total for Meritage Tract – 34 Lots)

70 x 120 – at least 17.4% of the lots (Projected Total for Meritage Tract – 53 Lots)

60 x 120 (Projected Total for Meritage Tract – 217 Lots)

5. Lot Sizes/Minimum Percentages (Single-Family Tract). The permissible lots sizes for the Single-Family Tract will be as set forth below (expressed in number of feet). The Single Family Tract shall contain 59 percent of lots that are 50 feet x 120 feet and 41 percent of lots that are 70 feet x 120 feet. Lots may be developed in phases and the percentage of lot may deviate from the percentages stated in this Section for the phase if such increased percentage will not cause the overall percentages for the Single Tract and the projected totals for each lot size to change, in the reasonable judgment of the City.

70 x 120 – 41% of the lots (Projected Total for Single Family Tract – 82 Lots)

50 x 120 – 59% of the lots (Projected Total for Single-Family Tract – 118 Lots)

6. Size of Lots.

(a) Minimum Lot Area: Approximately 6,000 Square Feet per Lot for 50 x 120's (Single Family Tract Only), 7,200 Square Feet per Lot for 60 x 120's, 8,400 Square Feet per Lot for 70 x 120's and 9,600 Square Feet for 80 x 120's.

(b) Minimum Lot Width:

Approximately 50 Feet for 50 x 120's Single Family Tract Only)

60 Feet for 60 x 120's, 70 Feet for 70 x 120's and 80 Feet for 80 x 120's.

- (c) Minimum Front Yard: Twenty-Five Feet (25').
- (d) Minimum Side Yard: Five Feet (5') for each Side.
- (e) Minimum Side Yard Adjacent to a Street: Fifteen Feet (15') to ROW.
- (f) Minimum Rear Yard: Fifteen Feet (15').
- (g) Minimum Rear Yard Adjacent to a Street: Fifteen Feet (15') to ROW.
- (h) Minimum Lot Width for Lots Fronting on Cul-De-Sac: Thirty-Five Feet (35').

7. Height Regulations: Maximum Height:

- (a) Two and one-half (2-1/2) stories, not to exceed thirty-five feet (35') for the main building or house.
- (b) Twenty-five feet (25') for other accessory buildings, including detached garage or accessory dwelling units.
- (c) Other requirements (see Section 32.05.006).

8. Parking Regulations:

- (a) Single-Family Dwelling Unit - A minimum of two (2) enclosed parking spaces behind the front building line and on the same lot as the main structure
- (b) Other - (See Section 32.05.001, Off-Street Parking and Loading Requirements)

9. Special Requirements:

- (a) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (b) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of one (1) or more acres.

- (c) Open storage is prohibited, except for materials for the resident's personal use or consumption such as firewood and gardening materials.
- (d) Single-family homes with side entry garages where lot frontage is only to one street shall have a minimum of twenty-five feet (25') from the door face of the garage or carport to the side property line for maneuvering.
- (e) Swimming pools shall be constructed and enclosed in accordance with the City building code.
- (f) Concept plan and site plan approval shall be required for any nonresidential use, such as a school, church, child-care center or private recreation facility, in the Single-Family Tract. Any nonresidential land use which may be permitted in this district shall conform to the "R" - Retail District standards, so long as the building footprint does not exceed 20,000 square feet.
- (g) Single-family detached homes shall be located on individual lots that are owned in fee simple title.

10. Construction Standards.

The intent of the Project is for the construction of homes on the Single-Family and Meritage Tract that are substantially similar to the Architectural Standards described in the attached Exhibit "D-1" and the elevations, street and amenity scenes as depicted in the attached Exhibit "D-2." Exhibits "D-1" and "D-2" are included for conceptual purposes only to illustrate the general intent of the Project and homes built within the Single-Family and Meritage Tract may not be exactly as depicted therein.

EXHIBIT "D-1"

Single-Family/Meritage Tract Architectural Standards

1. Minimum Square Footage of homes (if two or more stories):

- a. 50' Lots- 1,800 square feet (Single Family Tract Only)
- b. 60' Lots- 2,100 square feet
- c. 70' Lots- 2,400 square feet
- d. 80' Lots- 2,700 square feet

Minimum Square Footage of homes (if one story):

- e. 50' Lots- 1,800 square feet (Single Family Tract Only)
- f. 60' Lots- 1,800 square feet
- g. 70' Lots- 2,100 square feet
- h. 80' Lots- 2,400 square feet

2. Masonry Requirements for homes

- a. The exterior wall of a residence constructed on any of the fifty, sixty or seventy foot wide lots shall have a minimum of one hundred percent (100%) masonry construction (which includes but is not limited to brick, ledge stone, field stone, stucco, glass façade or any other similar material) for the first floor and seventy-five percent (75%) masonry construction for the exterior of the the second floor. The exterior wall area of a residence constructed on an eighty foot wide lot shall have one hundred percent (100%) masonry construction. The use of "Hardie panel or Hardie board panel" siding is prohibited as a building material. "Hardie plank" may be used in non structural areas.

3. Garages

- a. Each home shall have a garage that holds a minimum of two cars. For 50 foot lots, a minimum of 25% of garage doors must be constructed with wood. All other garage doors located on 50 foot lots shall be constructed at a minimum with "Carriage Doors" which shall mean doors that include built-in windows, decorative hardware (such as hinges or door handles) and visual accents such as accent paint or paneling..

4. Roof Construction

- a. Pitch- No roof shall have a pitch less than 5/12, except for over porches and eaves which may have a minimum pitch of 4/12.

5. Home Elevation Repeating

- a. Same side of street- No home elevation shall be repeated within two lots of the same elevation
- b. Across Street- No home shall be repeated directly across the street or within one lot of the lot directly across the street.

EXHIBIT D-2

STREET AND AMENITY SCENES AND ELEVATIONS



60' LOT



60' LOT



70' LOT



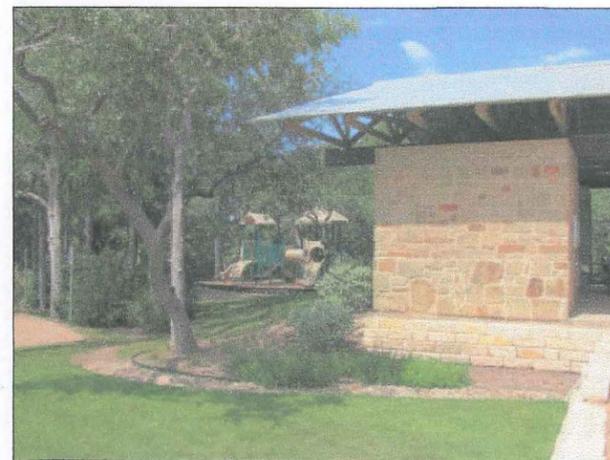
70' LOT



80' LOT



80' LOT



CHARACTER STUDY PROVIDED BY BURY & PARTNERS



SHEET INDEX

- 1 COVER
- 2 PARCEL MAP
- 3 CONCEPT PLAN
- 4 SLOPE MAP
- 5 CHARACTER STUDY

DATE: AUG. 16, 2012

Conceptual Landscaping and Street Scene









Conceptual Home Elevations











EXHIBIT "E"

Project Development Standards

The following Development Standards shall be applicable to the development of the Project as a whole and the entirety of the Land. To the extent that any of the following standards conflict with the Code, the following shall control. Capitalized terms contained herein shall be defined as indicated in this Ordinance and these Development Standards, as reflected on the Concept Plan or as defined in the City of Bee Cave Code of Ordinances, depending upon context.

1. Impervious Cover and Non-Point Source Pollution Control Standards for Water Quality Controls

(a) Impervious Cover. Impervious cover for the Project shall not exceed 40%.

(b) Maintenance. BMPs and water quality controls such as vegetative filter strips ("VFS") and areas identified for re-irrigation shall be located within easements or on property owned and controlled by a Home Owner's Association or the District who shall be responsible for maintenance and compliance with the water quality and storm water detention requirements for the Project and execution of any applicable Maintenance Agreements. If any BMPs or water quality controls or re-irrigation areas are intended to be located within the boundary of an individual lot, the plat of the Project shall provide restrictions sufficient to guarantee that such areas will be used for water quality or storm water purposes and that such restrictions may not be altered without the approval of the City of Bee Cave.

(c) Maintenance and BMPs associated with Properties that Dispense Gasoline. BMPs and water quality controls associated with runoff from a property that dispenses gasoline shall include industry standard pollution abatement BMPs to prevent gasoline or other pollutants from leaving the site and a Maintenance Agreement that includes perpetual storm water quality monitoring to verify that pollutants are not being released off site. Maintenance Agreements shall be considered for approval in conjunction with site plan approval. In particular, properties that dispense gasoline shall comply with TCEQ Regulations, Section 334.45 Technical Standards for New Underground Storage Tank Systems. Where dispensers are used on pressure pumped systems, a rigidly anchored emergency shut-off valve is required at each dispenser. This emergency shut-off valve shall be designed to automatically stop the flow of product in the event the dispenser becomes detached from the piping and should also be thermally activated to close when fire is present.

Tamper-proof locking lids are required on all fill openings and manways on nonportable containers.

Provisions must be made to prevent hazardous materials from entering the environment under dispensers due to spills occurring during maintenance operations. Grease traps, oil traps, sand traps, catch basins, and interceptors (Hazardous Material Interceptor “HMIs”) shall be provided for the proper handling of waste containing grease in excessive amounts, sand and other harmful materials.

As part of any Site Plan or Maintenance Agreement approval, the applicant must demonstrate that the HMI is able to receive the 6 month storm from the drainage area that includes the tank filling and dispenser area. The tank geometry should allow this event to flow through the tank at a velocity less than 3 feet per minute. The tank should have a reasonable oil storage area above the flow line and be able to bypass larger storms.

(d) Re-irrigation areas may be located within Rights-of-Way.

2. Water Quality Buffer Zone.

Permitted uses within the water quality buffer zone shall include those allowed by Sec. 20.04.045 of the Code and, in addition, open space and private trails.

3. NPS Project Requirements and Allocation of Impervious Cover.

(a) At the time the first Site Plan application is submitted for approval or the first Plat application is submitted for approval, the Developer shall submit a Drainage and NPS Master Plan demonstrating that the Project, as a whole, will comply with the City’s Non-Point Source Pollution control requirements and Storm Water detention requirements, including providing for regional detention and NPS facilities; if such facilities are proposed for the Project.

(b) If regional storm water detention facilities and/or water quality controls and BMPs are not constructed to serve the Project as a whole, then each Site Plan and/or Plat application submitted to the City for approval shall demonstrate that storm water detention facilities and/or water quality controls are sufficient to comply with the Requirements for any construction or development that may take place within the area covered by the application in accordance with the allowable impervious cover or density allowed for the Project.

(c) Since the Project must achieve 40% impervious cover for the Project as a whole and each tract that is subdivided in the future may be afforded more or less than 40% impervious

cover, evidence of the percentage or allotment of impervious cover shall be approved as part of plat or site plan approval. The City may require restrictive covenants as applicable. Restrictive covenants applicable to percentage or allotment of impervious cover shall not be changed without approval of the City. In addition, each Site Plan application shall contain a certification from a licensed engineer as to the amount of impervious cover available for development within the subject area, the amount of impervious cover available to the Project after development within the subject area and that the proposed impervious cover complies with the Requirements of this Agreement and or restrictive covenants.

4. Other Provisions.

(a) Sidewalks. Sidewalks shall be constructed in the right-of-way along one side of streets located adjacent to residential lots.

(b) Permit Issuance. Building permits for model homes only may be issued prior to construction of all public improvements or recording of the final plat for the applicable portion of the Project; provided, however, that (i) all weather roads, (ii) pressurized water lines with sufficient fire flow capacity, and (iii) water quality and detention facilities, intended to serve the land covered by the building permit shall be functioning and substantially complete. Certificates of occupancy may not be issued until all required public improvements are constructed and the final plat is recorded.

(c) Discrepancies. In the event that a discrepancy occurs between what is depicted on the Concept Plan and the terms of the Agreement, the terms of the Agreement shall control.

5. Multi-owner signage will be allowed at entrances into the Project so long as the signage complies with city ordinances applicable to such signs and the signs are not considered off-premise signs pursuant to current city ordinances.

Exhibit F

**REQUEST FOR CONSENT TO THE ADDITION OF LAND
TO TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 18**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BEE CAVE,
TEXAS:

The undersigned (herein the “Landowners”) holders of title to land within the territory hereinafter described by metes and bounds, constituting a majority in value of the holders of title of the lands therein as indicated by the tax rolls of Travis County, Texas, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code and Section 42.0425, Texas Local Government Code, respectfully request the City Council of the City of Bee Cave, Texas, for its written consent to the inclusion of land in Travis County Municipal Utility District No. 18 (the “District”) under Chapters 49 and 54, Texas Water Code by annexation of land pursuant to the provisions of Chapters 49, Texas Water Code; and would respectfully show the following:

I.

The land to be included in the District (the “Property”) contains approximately 47.33 acres and is more particularly described by metes and bounds on **Exhibit “A”**. The Property is located in the extraterritorial jurisdiction of the City of Bee Cave, Texas.

II.

The Landowners are the owners of title to the individual tracts of land constituting the Property, and are the owners of a majority in value of the Property as indicated by the tax rolls in Travis County, Texas. There is no lienholder on the Property. There are no residents on the Property.

III.

Landowners seek annexation of the Property into the District so that the District will make retail water, wastewater, drainage, and other District facilities and services available within the Property. There is a necessity for the inclusion of the Property within the District because the District’s current policy is to not provide, or make available, service to lands outside the corporate boundaries of the District unless the lands are annexed into the District. The District owns and operates, or will own and operate, water, wastewater, drainage and other District facilities that have sufficient capacity and are capable of furnishing service to the Property.

IV.

A preliminary investigation has been instituted to determine the cost of the water, wastewater and drainage improvements required for service to the Property from the District, and

it is now estimated by the Landowners, from such information as it has at this time, that the estimated construction costs of the water, wastewater, and drainage improvements required for service to the Property from the District is \$3,813,150.

V.

WHEREFORE, the Landowners respectfully pray that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the inclusion of the Property described herein into the District.

RESPECTFULLY SUBMITTED, this 18th day of December, 2012.

LANDOWNER:

**G2E-71, Ltd.,
a Texas limited partnership**

By: G2E-71 Management, LLC,
a Texas limited liability company
Its General Partner

By: 
James W. Meredith, Manager

RESOLUTION NO. 2012-07

**A RESOLUTION OF THE CITY OF BEE CAVE, TEXAS
CONSENTING TO THE ANNEXATION OF LAND INTO
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 18**

WHEREAS, on September 13, 2011, the City Council of the City of Bee Cave (“City”) adopted Resolution No. 2011-05 consenting to the creation of, and inclusion of approximately 147.59 acres of land in, Travis County Municipal Utility District No. 18 (the “District”);

WHEREAS, the City of Bee Cave has received, pursuant to the provisions of Chapters 49 and 54, Texas Water Code and Section 42.0425, Texas Local Government Code, a request for the written consent of the City to the inclusion by annexation of land into the corporate boundaries of the District by the majority in value of the holders of title to land (the “Landowners”) within the territory hereinafter described;

WHEREAS, the land to be included in Travis County Municipal Utility District No. 18 is described by metes and bounds on **Exhibit “A”** attached hereto (the “Property”). The Property contains approximately 47.33 acres. The Property is located in the extraterritorial jurisdiction of the City of Bee Cave, Texas and is owned by Landowners;

WHEREAS, upon the annexation of the Property, the District shall contain an area of approximately 194.92 acres of land (collectively the “District Land”), more or less, situated wholly within Travis County, Texas and which District Land consists of three contiguous tracts, which are described in **Exhibit “B”**, which is attached hereto and incorporated herein for all purposes;

WHEREAS, the Landowners of the land to be added to the District have made representations to the City regarding the nature, authority and obligations which shall be undertaken by the District as described in the Request for Consent which is attached hereto as **Exhibit “B”** and incorporated herein for all purposes;

WHEREAS, the City has relied upon the accuracy and veracity of the representations contained in the Request for Consent in considering and approving this Resolution;

WHEREAS, the Landowners and proposed developers of the District Land have entered into an Amended and Restated Development Agreement (the “Restated Development Agreement”) with the City and have agreed to develop the District Land, including the Property, in accordance with the terms of the Restated Development Agreement and have agreed that the District would not enact any regulations that would conflict or attempt to supersede the authority of the City to oversee the development of the District Land in accordance with the Restated Development Agreement;

WHEREAS, the general nature of the project to be done by the District in the Property is the construction, acquisition, maintenance, and operation of a waterworks, sanitary sewer, and drainage system for commercial and domestic purposes, and the estimated costs of construction of the proposed project by the District in the Property is approximately \$3,813,000 and will be financed by the issuance of bonds by the District;

WHEREAS, the City finds that a public necessity therefore exists for the organization, extension, improvement, maintenance, and operation of such waterworks, sanitary sewer, and drainage system for service to the Property so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community; and

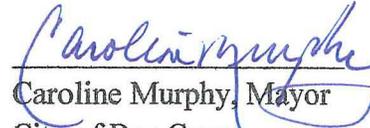
WHEREAS, the City of Bee Cave desires to grant its written consent to the inclusion of the Property into Travis County Municipal Utility District No. 18.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS, that the City of Bee Cave, Texas hereby consents to the annexation of the Property, as more particularly described on **Exhibit "A"** attached hereto, into Travis County Municipal Utility District No. 18, subject to the following terms and conditions:

1. The plans and specification for all facilities constructed by or on behalf of the District within the District Land, including the Property, ("District Facilities") will be subject to approval by the City in accordance with the Restated Development Agreement.
2. The City will be permitted to inspect all District Facilities.
3. With respect to the District Land, including the Property, District bonds may be issued for the following purposes only: (i) construction, acquisition, maintenance, and operation of a waterworks, sanitary sewer, and drainage systems for commercial and domestic purposes, (ii) park and recreation facilities and services, and (iii) road improvements needed to support development of the District Land.
4. The ordinances and regulations of the City will apply within the District Land to the extent described in the Restated Development Agreement and, in the event of any conflict between the District's rules and regulations and applicable ordinances and regulations of the City, the City's ordinances and regulations will control.
5. Resolution No. 2011-05 consenting to the creation of, and inclusion of approximately 147.59 acres of land into, the District, shall remain in full force and effect for all purposes; provided, however, that the Restated Development Agreement referenced herein shall supersede and replace the Development Agreement referenced in the Resolution No. 2011-05 as it relates to development of the District Land.

Passed and Approved this the 13th day of December, 2012 by majority vote of the City Council of the City of Bee Cave.

CITY OF BEE CAVE


Caroline Murphy, Mayor
City of Bee Cave

Attest:

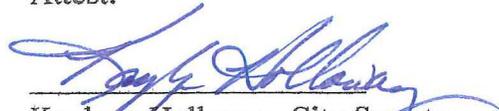

Kaylynn Holloway, City Secretary

EXHIBIT A

DESCRIPTION OF THE PROPERTY

47.324 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JOSEPH REYNOLDS SURVEY No. 44, ABSTRACT No. 664, BEING A PART OF THAT 47.99 ACRE TRACT OF LAND CONVEYED TO AUBREY ELDON GRUMBLES AND ROBERT WELDON GRUMBLES, BY PARTITION DEED RECORDED IN DOCUMENT No. 2012141235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PART OF THAT 49.99 ACRE TRACT OF LAND CONVEYED TO RICHARD GRUMBLES AND DONNA L. GRUMBLES, BY PARTITION DEED RECORDED IN DOCUMENT No. 2012141235 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at Texas State Plane Central Zone Coordinates, North, 10,086,826.28 and East 3,038,123.24 in the South Line of Highway 71, (a right of way 150 feet wide at this point as described in the deed to the State of Texas recorded in Volume 793, Page 608 of the Deed Records of Travis County, Texas), the same being the Northwest Corner of the Plat of Reese Acres, according to the plat thereof recorded in Plat Book 94, Page 81 and 82 of the Plat Records of Travis County, Texas, (from which point a 1/2" iron rod found bears N.28°18'09"E., 2.19 feet);

THENCE S.28°18'09"W., along the West Line of the said Plat of Reese Acres, a distance of 785.36 feet to a cedar fence post;

THENCE S.84°35'50"E., along the South Line of said Plat of Reese Acres, a distance of 604.12 feet to a 1/2" iron rod found at the Southeast Corner of said plat and the Southwest Corner of that 5.00 Acre Tract of Land conveyed to Eric B. Tucker by deed recorded in Volume 11898, Page 343 of the Real Property Records of Travis County, Texas;

THENCE S.84°35'50"E., along the South Line of said 5.00 Acre Tract, a distance of 300.68 feet to a 1/2" iron rod set at the Southeast Corner of said 5.00 Acre Tract in the West Line of Lot 9, Bee Caves West, according to the plat thereof recorded in Plat Book 75, Page 8 of the Plat Records of Travis County, Texas;

THENCE S.28°17'41"W., along the West Line of the said plat of Bee Caves West, a distance of 813.96 feet to a cedar fence post at the Northwest Corner of Lot 8, Bee Caves West;

THENCE N.75°27'11"W., across the said 47.99 Acre Tract, a distance of 1119.05 feet to a 1/2" iron rod set in the South Line of the 47.99 Acre Tract and the North Line of the said 49.99 Acre Tract;

THENCE N.84°33'54"W., across the said 49.99 Acre Tract, a distance of 804.72 feet to the West Line of the said 49.99 Acre Tract and the East Line of that 78.04 Acre Tract of Land conveyed to A. E. Grumbles by deed recorded in Document No. 2007217321 of the Official Public Records of Travis County, Texas, and subsequently conveyed to Masonwood 71, Ltd., by deed recorded in Document No. 2011172121 of the Official Public Records of Travis County, Texas;

THENCE N.28°21'04"E., along the West Line of the 49.99 Acre Tract and the East Line of the 78.04 Acre Tract a distance of 313.34 feet to a 1/2" iron rod set at the Northwest Corner of the 49.99 Acre Tract and the Southwest Corner of the 47.99 Acre Tract;

47.324 Acres

THENCE along the common line of the 47.99 Acre Tract and the 78.04 Acre Tract the following three courses:

1. N.28°21'04"E. a distance of 883.63 feet to a 1/2" iron rod set;
2. N.84°33'54"W. a distance of 210.00 feet to a 1/2" iron rod set;
3. N.28°21'04"E. a distance of 210.00 feet to a 1/2" iron rod set in the South Line of Highway 71 at the Northwest Corner of the 47.99 Acre Tract and the Northeast Corner of the 78.04 Acre Tract (from which point a concrete monument found bears N.84°33'54"W., 80.04 feet);

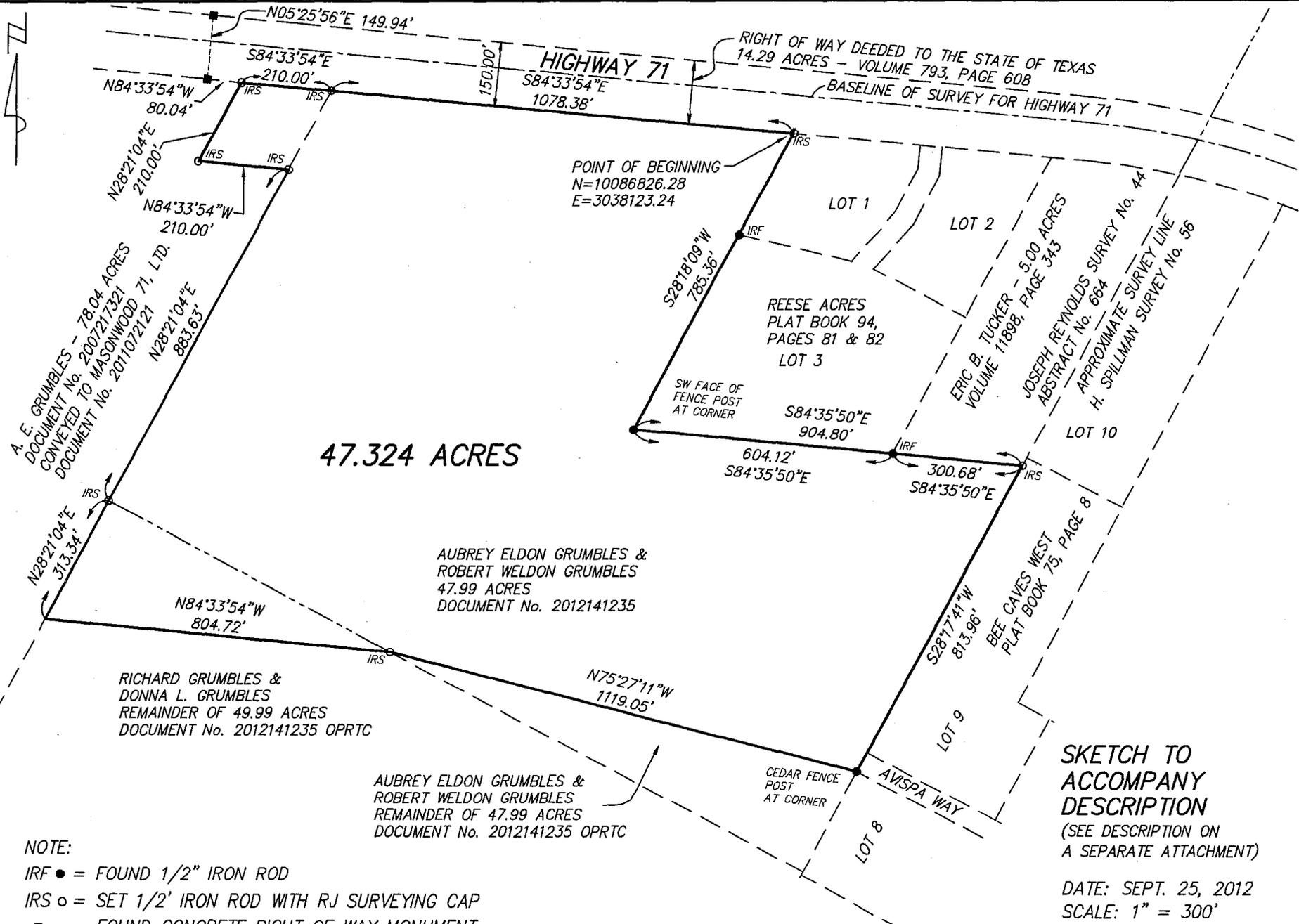
THENCE along the North Line of the 47.99 Acre Tract and the South Line of Highway 71 the following two courses:

1. S.84°33'54"E. a distance of 210.00 feet to a 1/2" iron rod set;
2. S.84°33'54"E. a distance of 1078.38 feet; to the said Point of Beginning.

Containing 47.324 acres, more or less, as shown on the sketch attached.

Bearings are Texas State Plane Central Zone NAD 83.
All iron rods set have RJ Surveying cap.

S:\LAND\1851-1900\1900\dwg\1900-G2E.dwg 9/26/2012 8:43:48 AM CDT



47.324 ACRES

AUBREY ELDON GRUMBLES &
ROBERT WELDON GRUMBLES
47.99 ACRES
DOCUMENT No. 2012141235

RICHARD GRUMBLES &
DONNA L. GRUMBLES
REMAINDER OF 49.99 ACRES
DOCUMENT No. 2012141235 OPRTC

AUBREY ELDON GRUMBLES &
ROBERT WELDON GRUMBLES
REMAINDER OF 47.99 ACRES
DOCUMENT No. 2012141235 OPRTC

NOTE:
 IRF ● = FOUND 1/2" IRON ROD
 IRS ○ = SET 1/2' IRON ROD WITH RJ SURVEYING CAP
 ■ = FOUND CONCRETE RIGHT OF WAY MONUMENT
 BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

RJ SURVEYING & ASSOCIATES, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817

Exhibit B

REQUEST FOR CONSENT TO THE ADDITION OF LAND
TO TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 18

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BEE CAVE,
TEXAS:

The undersigned (herein the “Landowners”) holders of title to land within the territory hereinafter described by metes and bounds, constituting a majority in value of the holders of title of the lands therein as indicated by the tax rolls of Travis County, Texas, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code and Section 42.0425, Texas Local Government Code, respectfully request the City Council of the City of Bee Cave, Texas, for its written consent to the inclusion of land in Travis County Municipal Utility District No. 18 (the “District”) under Chapters 49 and 54, Texas Water Code by annexation of land pursuant to the provisions of Chapters 49, Texas Water Code; and would respectfully show the following:

I.

The land to be included in the District (the “Property”) contains approximately 47.33 acres and is more particularly described by metes and bounds on **Exhibit “A”**. The Property is located in the extraterritorial jurisdiction of the City of Bee Cave, Texas.

II.

The Landowners are the owners of title to the individual tracts of land constituting the Property, and are the owners of a majority in value of the Property as indicated by the tax rolls in Travis County, Texas. There is no lienholder on the Property. There are no residents on the Property.

III.

Landowners seek annexation of the Property into the District so that the District will make retail water, wastewater, drainage, and other District facilities and services available within the Property. There is a necessity for the inclusion of the Property within the District because the District’s current policy is to not provide, or make available, service to lands outside the corporate boundaries of the District unless the lands are annexed into the District. The District owns and operates, or will own and operate, water, wastewater, drainage and other District facilities that have sufficient capacity and are capable of furnishing service to the Property.

IV.

A preliminary investigation has been instituted to determine the cost of the water, wastewater and drainage improvements required for service to the Property from the District, and

it is now estimated by the Landowners, from such information as it has at this time, that the estimated construction costs of the water, wastewater, and drainage improvements required for service to the Property from the District is \$3,813,150.

V.

WHEREFORE, the Landowners respectfully pray that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the inclusion of the Property described herein into the District.

RESPECTFULLY SUBMITTED, this 18th day of December 2012.

LANDOWNER:

**G2E-71, Ltd.,
a Texas limited partnership**

By: G2E-71 Management, LLC,
a Texas limited liability company
Its General Partner

By: 
James W. Meredith, Manager

**SECOND AMENDMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(Masonwood)**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Amendment**”) is dated effective _____, 2024 (the “**Amendment Effective Date**”) and is entered into between the CITY OF BEE CAVE, TEXAS a general law municipality located in Travis County, Texas (the “**City**”), and CPG BEE CAVE, LLC, a Texas limited liability company (“**CPG**”). The City and CPG are individually referred to as a “**Party**” or collectively as “**Parties**.”

RECITALS:

A. The City previously entered into that certain Amended and Restated Development Agreement dated effective December 20, 2012, recorded as Document No. 2013174067 of the Official Public Records of Travis County, for that certain Project (as defined therein) located in the extraterritorial jurisdiction of the City of Bee Cave, Travis County, Texas, as amended by that certain First Amendment to Amended and Restated Development Agreement dated effective May 25, 2021, recorded as Document No. 2021145380 of the Official Public Records of Travis County, Texas (collectively, the “**Agreement**”).

B. CPG is the owner of that certain 3.76-acre property known as Lot 46, Block F, of the Bella Colinas Commercial Plat (“**Lot 46**”), as more particularly described in Exhibit A attached hereto, which Lot 46 is covered by the Agreement and is a portion of the 15.89 acre tract of land designated as the “Neighborhood Services (2) Tract” (the “**NS 2 Tract**”) in the Agreement.

C. The Agreement, as amended, provides for the uses that shall be allowed for the Land (as defined therein) as the Project is developed.

D. CPG and the City desire to amend certain provisions of the Agreement, pursuant to Section 7.02 of the Agreement, in order to allow for an additional use on Lot 46 of the NS 2 Tract.

E. The Parties desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.
- 2) Capitalized Terms. All capitalized terms in this Amendment shall have the same meaning as in the Agreement unless expressly provided otherwise herein.

- 3) Amendment by Agreement. Pursuant to Section 7.02 of the Agreement, the Agreement may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the owners of the portion of the Land affected by the amendment or termination. CPG constitutes the owner of the portion of the Land affected by this Amendment.
- 4) Amendment to Allowable Uses Table. The Parties hereby agree the following Section 3 shall be added to Exhibit C of the Agreement:
 3. **Lot 46 of the NS 2 Tract**: In addition to the uses allowed for the Neighborhood Services Tract, as provided above in subsection (1), the following land use, as defined in Section 9.1.1 of the Code, shall be an additional allowed use on Lot 46 of the NS 2 Tract:
 - Auto/Vehicle Repair; *provided, however, Quick Lube shall not be permitted as a standalone use.*
- 5) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Amendment. To the extent there is any inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall control.
- 6) Expiration. In the event this Amendment is abandoned by written notice from all owners to the City, this Amendment shall terminate and be of no further force or effect. Upon termination of this Amendment, all original terms, conditions, and requirements of the Agreement shall govern the rights and obligations of the parties as if this Amendment had not occurred.
- 7) No Waiver. No Party's execution of this Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to another Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.
- 8) Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.
- 9) Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.
- 10) Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.
- 11) Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Agreement continue to govern the rights and obligations of the parties, and all terms, except as amended by this Amendment, remain in full force and effect. If there is any conflict or

inconsistency between this Amendment and the Agreement, this Amendment will control.

[Signature Pages Follow]

EXECUTED on the date(s) set forth below, to be effective on the Amendment Effective Date set forth above.

CITY:

CITY OF BEE CAVE, TEXAS,
a general law municipality

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: City Secretary

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

Before me _____, a Notary Public, on this day personally appeared _____, the _____ of the City of Bee Cave, Texas, a general law municipality, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed on behalf of the City.

Given under my hand and seal of office this ____ day of _____, 2024.

Notary Public's Signature

OWNER:

CPG BEE CAVE, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me _____, a Notary Public, on this day personally appeared _____, the _____ of CPG BEE CAVE LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed on behalf of said entity.

Given under my hand and seal of office this ____ day of _____, 2024.

Notary Public's Signature

EXHIBIT A

Property Description

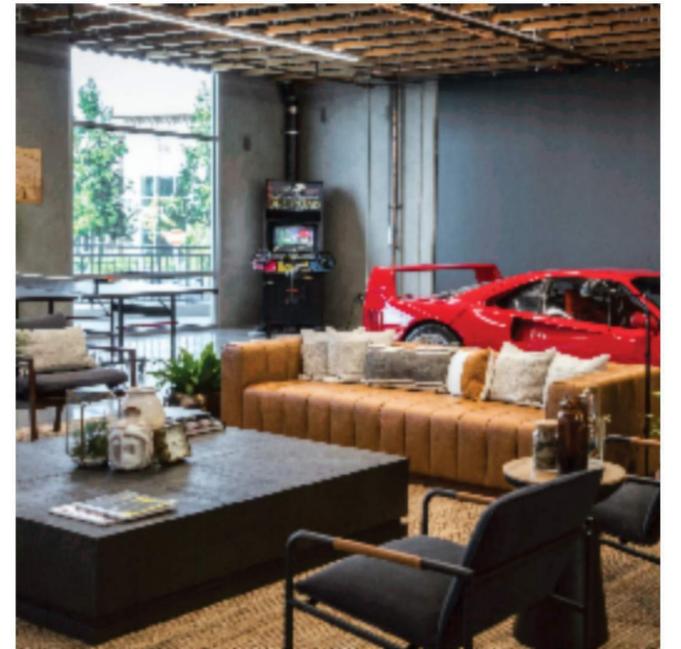
Lot 46, Block F, BELLA COLINAS COMMERCIAL PLAT, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600051 of the Official Public Records of Travis County, Texas.

Austin Motor Club

RIOS



Site



Place Making & Brand Identity

Austin Motor Club | 15409 State Hwy 71, Austin, TX 78738 | Concept Study | 2024

RIOS

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction purposes.
CLAYMOORE ENGINEERING
 ENGINEERING AND PLANNING CONSULTANTS
 Engineer: DREW DONOSKY
 P.E. No. 125653, date: 1/31/2024.

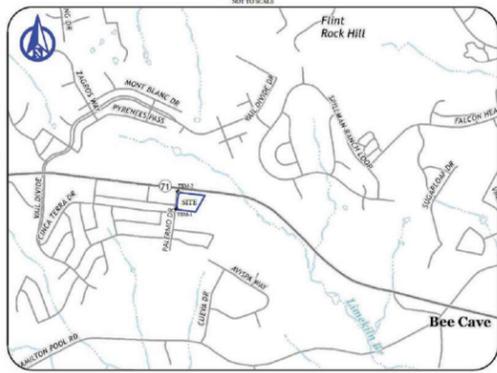
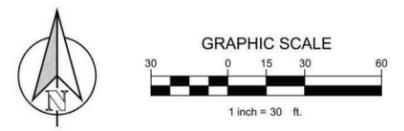
AUSTIN MOTOR CLUB
 5001 PALERMO DR.,
 BEE CAVE, TEXAS

NO.	DATE	REVISION	BY

SITE PLAN

DESIGN: SOC
 DRAWN: SOC
 CHECKED: ASD
 DATE: 1/31/2024
 SHEET
SP-1
 File No. 2022-118

SITE DATA SUMMARY																		
LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG. HGT. (FT)	# OF STORIES	PARKING			HANDICAP SP.		TOTAL IMPERVIOUS	IMPER. ALLOWED	IMPER. REMAINING			
								REQ. RATIO	REQ.	TOTAL PROV.	REQ.	PROV.	(SQ FT)	(%)	(SQ FT)	(%)	(SQ FT)	(%)
LOT 46	N/A	RECREATION & ENTERTAINMENT	3.76	163,810	12,000	24'-6"	1	1 PER 250 SQ. FT	48	113	5	8	84,576	52%	113,692	69%	29,116	18%



LEGEND	
[Pattern]	HEAVY DUTY CONCRETE PAVEMENT
[Pattern]	DUMPSTER AREA CONCRETE PAVEMENT
[Pattern]	LIGHT DUTY CONCRETE PAVEMENT
[Pattern]	PROPOSED ENHANCED SIDEWALK PAVEMENT
[Pattern]	PROPOSED CONCRETE CURB AND GUTTER
[Symbol]	PARKING COUNT

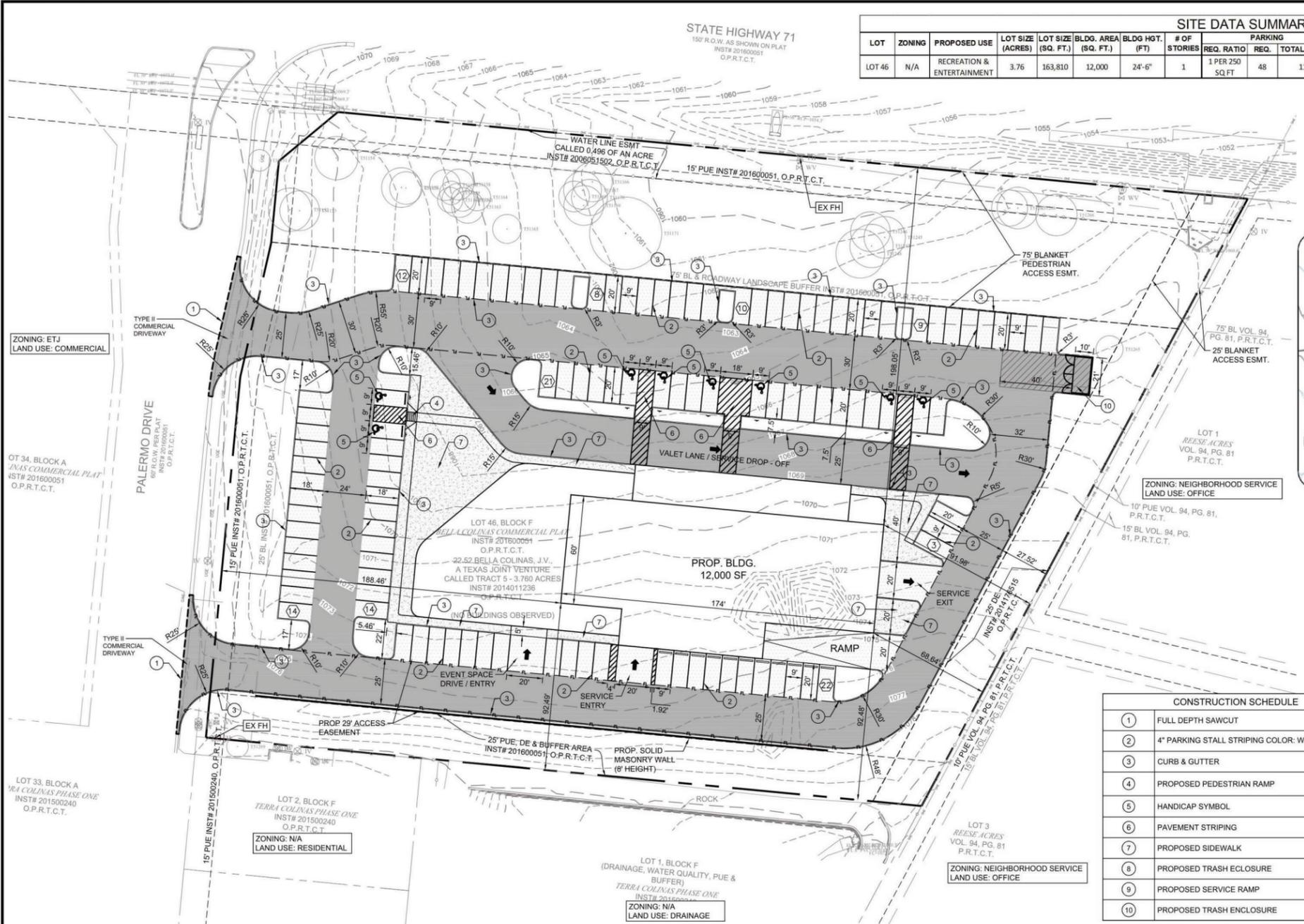
BENCHMARKS:
 TBM #1
 MAG NAIL WITH METAL WASHER STAMPED "PH BENCHMARK" SET IN A CONCRETE RIBBON CURB IN THE EAST MARGIN OF PALERMO DRIVE
 N: 10,086,574.15
 E: 3,037,535.64
 ELEV: 1,077.44'
 TBM #2
 MAG NAIL WITH METAL WASHER STAMPED "PH BENCHMARK" SET IN A CONCRETE MEDIAN LOCATED AT THE INTERSECTION OF PALERMO DRIVE AND STATE HIGHWAY 71.
 N: 10,086,902.66
 E: 3,037,983.40
 ELEV: 1,074.43'

CASE #:	
22.52 BELLA COLINAS, JV 3200 SOUTHWEST FREEWAY STE 3000 HOUSTON, TX 77027 PH: _____	OWNER: CONTACT NAME: LUKE BROWN
CLAYMOORE ENGINEERING, INC. 1903 CENTRAL DRIVE, SUITE #406 BEDFORD, TX 76021 PH: 817.281.0572	APPLICANT/ENGINEER: CONTACT NAME: MATT MOORE
JPH LAND SURVEYING, INC 1516 E PALM VALLEY BLVD, STE A4 ROUND ROCK, TX 78664 PH: 817.431.4971	SURVEYOR: CONTACT NAME: DAN RICK
LEGAL DESCRIPTION: LOT 46, BLOCK F BELLA COLINAS COMMERCIAL PLAT (3.76 ACRES) INST# 201600051 O.P.R.T.C.T.	
CITY: BEE CAVE	STATE: TEXAS
COUNTY: TRAVIS	SURVEY: BELLA COLINAS
ABSTRACT NO.:	

CONSTRUCTION SCHEDULE	
①	FULL DEPTH SAWCUT
②	4" PARKING STALL STRIPING COLOR: WHITE (TYP)
③	CURB & GUTTER
④	PROPOSED PEDESTRIAN RAMP
⑤	HANDICAP SYMBOL
⑥	PAVEMENT STRIPING
⑦	PROPOSED SIDEWALK
⑧	PROPOSED TRASH ENCLOSURE
⑨	PROPOSED SERVICE RAMP
⑩	PROPOSED TRASH ENCLOSURE

GENERAL SITE PLAN NOTES:
 1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
 3. REFER TO ARCHITECTURAL PLANS FOR FENCE AND GATE DETAILS.
 4. THIS PROPERTY IS SUBJECT TO THE IMPERVIOUS COVER AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2016031163 OF THE OPRTC.
 5. THIS PROPERTY IS SUBJECT TO THE PROVISIONS IN THE MASONWOOD AMENDED AND RESTATED DEVELOPMENT AGREEMENT ADOPTED BY THE BEE CAVE CITY COUNCIL ON NOVEMBER 13, 2012. THE SUBJECT PROPERTY IS WITHIN THE "NEIGHBORHOOD SERVICES TRACT" AS DESIGNATED WITHIN THE DEVELOPMENT AGREEMENT CONCEPT PLAN.

SUBMITTALS APPROVED BY THE FIRE DEPARTMENT. EXISTING FIRE LANES THAT ARE IN NEED OF RE-PAINTING SHALL MEET THE REQUIREMENTS OF THIS SECTION.
 9. THE FIRE DEPARTMENT CONNECTION (FDC) CONNECTION SHALL BE INSTALLED WHERE SHOWN ON THE SITE PLAN.
 10. HYDRANTS MUST BE INSTALLED WITH THE CENTER OF THE FOUR AND ONE-HALF INCH STEAMER OPENING AT LEAST 18 INCHES ABOVE FINISHED GRADE. THE FOUR AND ONE-HALF INCH STEAMER OPENING MUST FACE THE DRIVEWAY OR STREET WITH THREE- TO SIX-FOOT SETBACKS FROM THE CURB LINE(S). NO OBSTRUCTION IS ALLOWED WITHIN THREE FEET OF ANY HYDRANT, AND THE FOUR AND ONE-HALF INCH OPENING MUST BE TOTALLY UNOBSTRUCTED FROM THE STREET/DRIVEWAY.
 11. CONTRACTOR SHALL INSTALL BLUE REFLECTIVE MARKERS IN THE PAVEMENT PER TCESD NO. 6 SPECIFICATIONS. NO IMPROVEMENTS MAY BE OCCUPIED UNTIL THE MARKERS ARE INSTALLED.
 12. FIRE HYDRANTS SHALL HAVE NATIONAL HOSE THREADS.
 13. STATIC WATER TANK HARD SUCTION CONNECTOR SHALL HAVE SIX-INCH NATIONAL HOSE THREADS.
 14. A CERTIFIED OR WITNESSED PRESSURE TEST IS REQUIRED FOR ALL WATER MODELS, REQUIRED HYDRANT FLOW TESTS OR SPRINKLER SYSTEM DESIGNS.
 15. HYDRANTS SHALL BE PAINTED SILVER AND THE BONNET AND CAPS SHALL BE PAINTED THE DESIGNATED COLOR PER THE GALLONS PER MINUTE (GPM) AS FOLLOWS: CLASS AA LIGHT BLUE 1500 OR HIGHER GPM CLASS A GREEN 1000-1499 GPM CLASS B ORANGE 500-1499 GPM CLASS C RED LESS THAN 500 GPM CLASS D BLACK OUT OF SERVICE
 16. COMMERCIAL DUMPSTERS AND CONTAINERS WITH AN INDIVIDUAL CAPACITY OF ONE- AND ONE-HALF CUBIC YARDS OR GREATER SHALL NOT BE STORED OR PLACED WITHIN 10 FEET OF OPENINGS, COMBUSTIBLE WALLS OR COMBUSTIBLE EAVE LINES.
 17. "KEY BOXES" (KEY SWITCHES) (KNOX-BOX® RAPID ENTRY SYSTEM) SHALL BE INSTALLED IN THE LOCATION(S) SHOWN ON THE SITE BUILDING PLANS AS APPROVED BY TCESD NO. 6. CONTACT LTR FOR ORDERING INFORMATION. NO IMPROVEMENTS MAY BE OCCUPIED UNTIL THE KEY BOX/KEY SWITCH IS INSTALLED.



TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6 FIRE DEPARTMENT - SITE PLAN NOTES
 1. DESIGNS FOR SITE IMPROVEMENTS SHALL MEET THE CURRENT DESIGN CRITERIA AS REQUIRED BY TCESD NO. 6.
 2. ALL PLANS (SITE, BUILDING, FIRE ALARM, FIRE SPRINKLER) SHALL BE SUBMITTED TO LTR FOR REVIEW. TWO FULL-SIZE SETS ARE REQUIRED. A REVIEW LETTER WILL BE GENERATED. REVIEWS WILL NOT BE PERFORMED UNTIL THE APPLICABLE REVIEW FEES ARE PAID.
 3. UPON PLAN APPROVAL, A PERMIT WILL BE ISSUED. THE PERMIT MUST BE CONSPICUOUSLY POSTED.
 4. AN ALL-WEATHER DRIVING SURFACE (FIRE APPARATUS ACCESS) MUST BE INSTALLED IN LOCATIONS SHOWN ON THE SITE PLAN, PRIOR TO ANY BUILDING CONSTRUCTION BEYOND THE FOUNDATION.
 5. ALL PERVIOUS/DECORATIVE PAVING SHALL BE ENGINEERED AND INSTALLED FOR 80,000 POUNDS LIVE-VEHICLE LOADS. ANY PERVIOUS/DECORATIVE PAVING WITHIN 100 FEET OF ANY BUILDING MUST BE APPROVED BY THE FIRE DEPARTMENT.
 6. VERTICAL CLEARANCE REQUIRED FOR FIRE APPARATUS IS 13 FEET, SIX INCHES FOR THE FULL 25 FEET WIDTH OF ACCESS DRIVES AND ROUTES FOR INTERNAL CIRCULATION. DEAD-END FIRE APPARATUS ACCESS ROADS IN EXCESS OF 50 FEET IN LENGTH SHALL BE PROVIDED WITH APPROVED PROVISIONS FOR THE TURNING AROUND OF FIRE APPARATUS, PER FIGURE B-4 OF THIS MANUAL.
 7. THE MAXIMUM ALLOWABLE DRIVEWAY, DRIVE AISLE OR FIRE LANE GRADE IS 15 PERCENT.
 8. THE MARKINGS OF FIRE LANES MUST BE RED WITH WHITE STENCILING OR WHITE WITH RED STENCILING READING "FIRE LANE - TOW AWAY ZONE" IN LETTERING NO LESS THAN THREE INCHES IN HEIGHT. THE STENCILING SHALL BE AT INTERVALS OF 35 FEET OR LESS. ALTERNATIVE MARKING OF FIRE LANES MAY BE APPROVED BY THE FIRE CHIEF, OR HIGHER DESIGNATED AGENT, PROVIDED FIRE LANES ARE CLEARLY IDENTIFIED AT BOTH ENDS AND AT INTERVALS NOT TO EXCEED 35 FEET. EXISTING FIRE LANE MARKINGS SHALL BE GRANDFATHERED PROVIDED THAT THEY MEET THE WORDING AND INTERVAL REQUIREMENTS THAT WERE ACCEPTED ON APPROVED SITE PLANS AND OTHER TYPE FIRE LANE

REGGIE SMITH
 1/31/2024 3:52 PM
 2:19:05
 1/31/2024 3:50 AM
 PLOTTED BY:
 PLOT DATE:
 LAST SAVED:

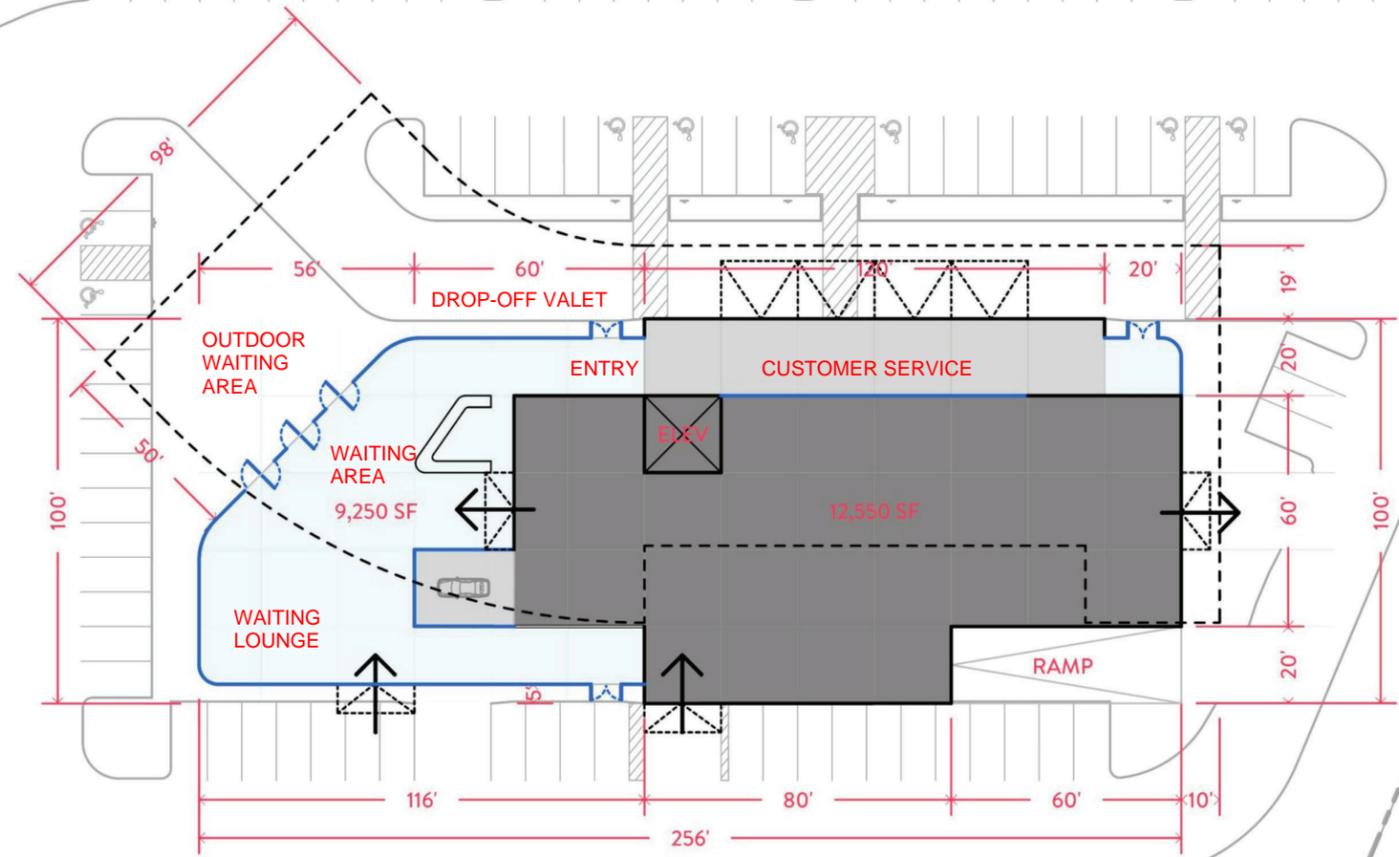
Civil Site Plan

Austin Motor Club | 15409 State Hwy 71, Austin, TX 78738 | Concept Study | 2024

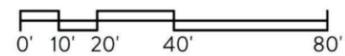


HWY 71

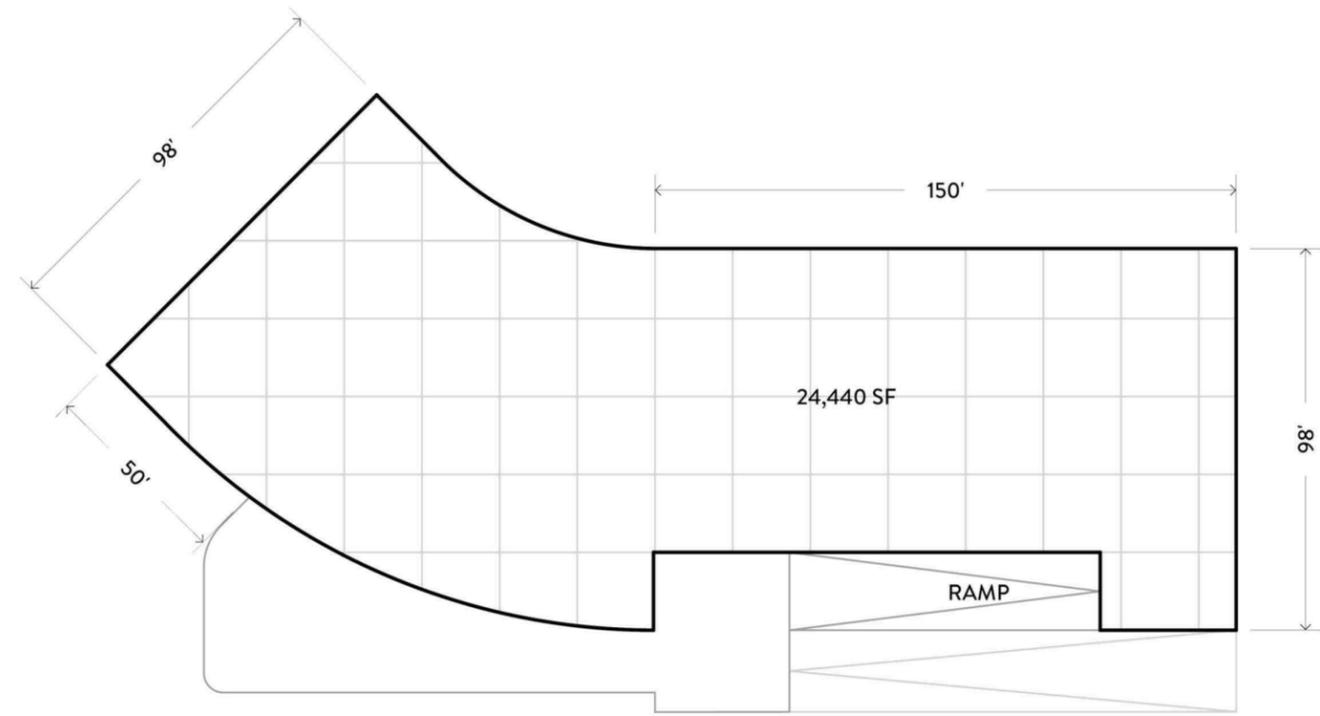
Palermo Drive



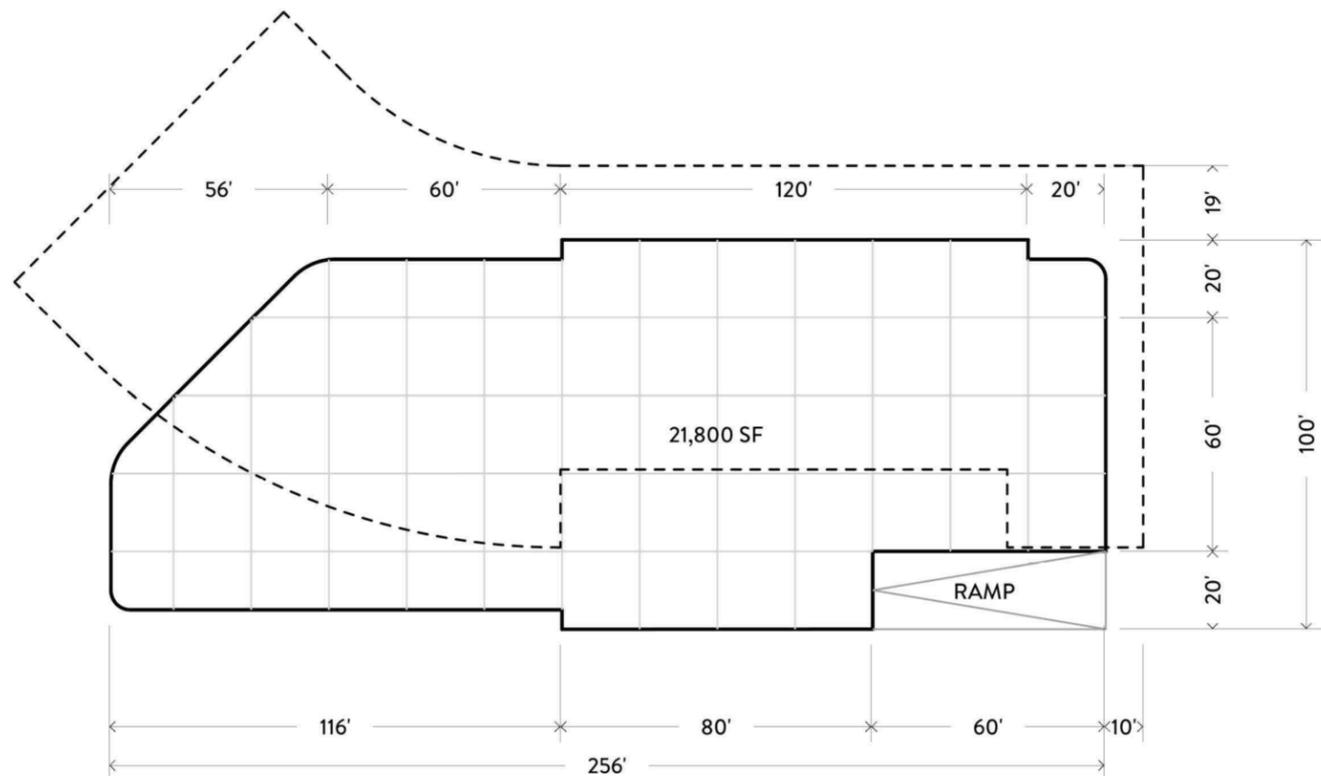
Site Plan



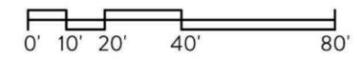
Level 2

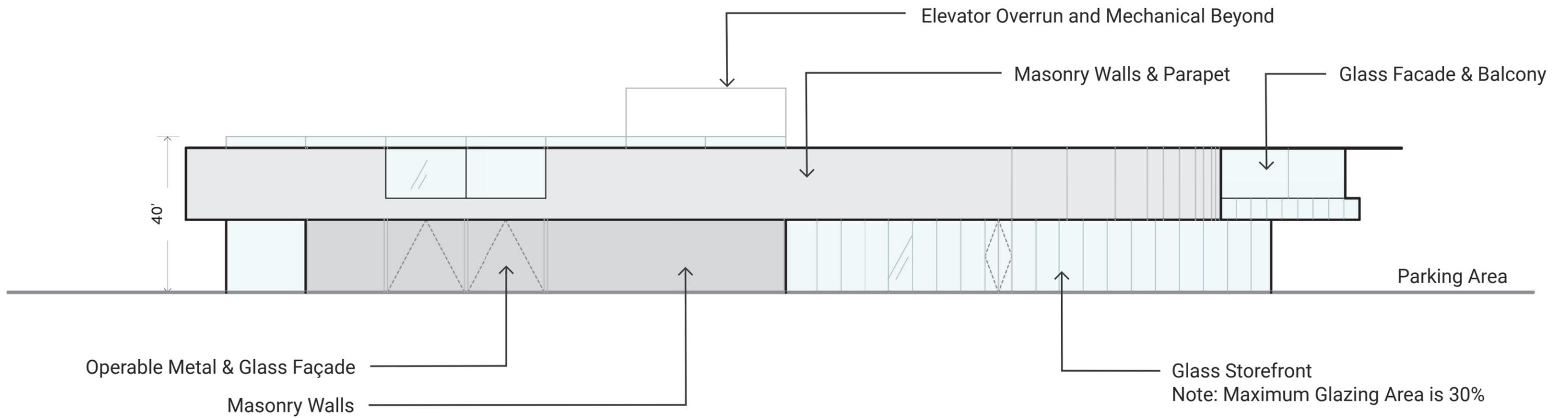


Level 1



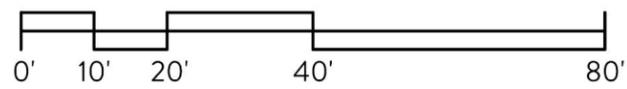
Plans





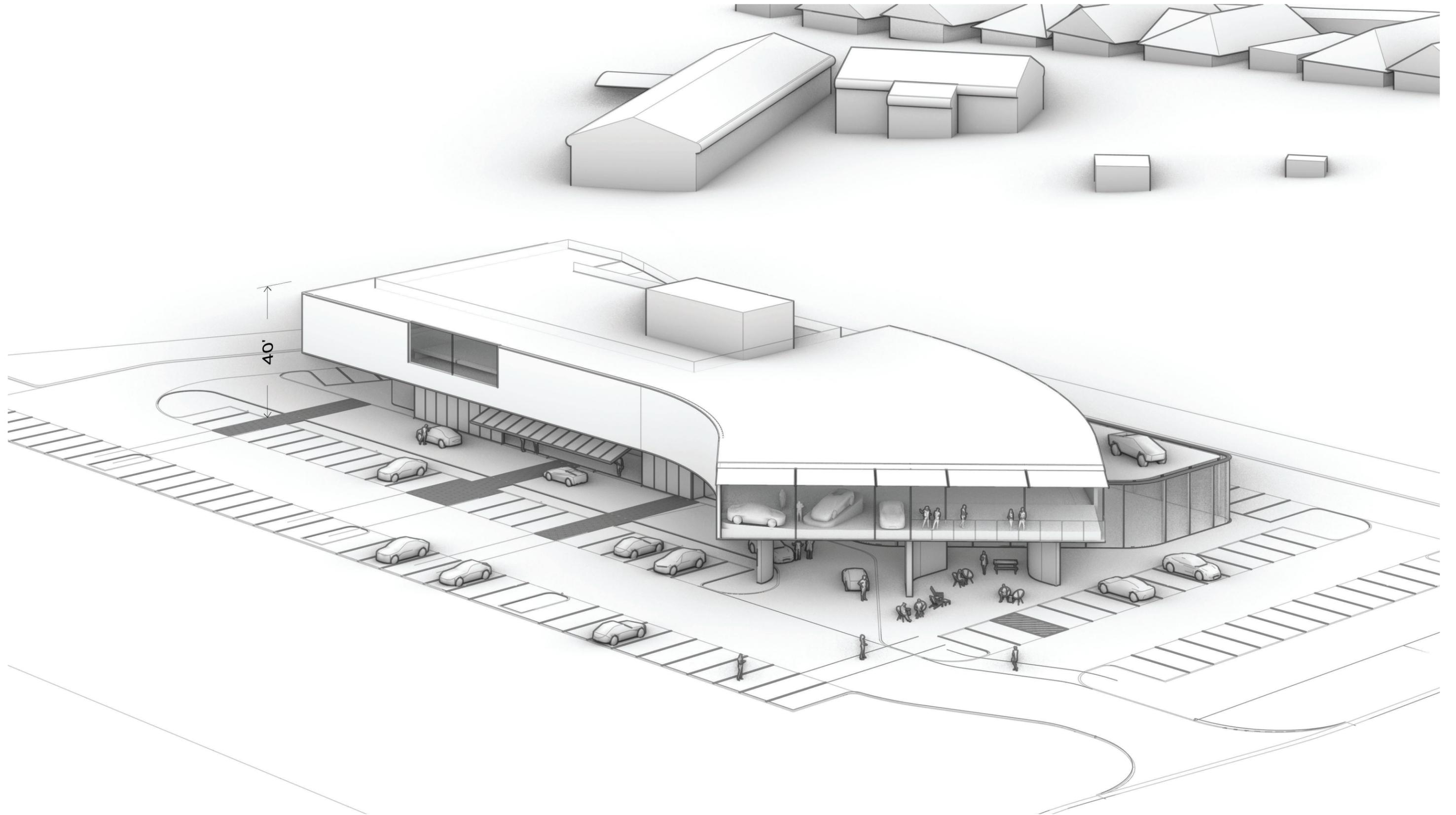
Drawing Updated 05.15.24

North Elevation



Motor Club | 15409 State Hwy 71, Austin, TX 78738 | Concept Study | 2024





Drawing Updated 05.15.24

Materials

Austin Motor Club | 15409 State Hwy 71, Austin, TX 78738 | Concept Study | 2024

RIOS



Drawing Updated 05.15.24

Concept Render

Austin Motor Club | 15409 State Hwy 71, Austin, TX 78738 | Concept Study | 2024

RIOS



**FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT
AGREEMENT
(Masonwood)**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Amendment**”) is dated effective 5/25/21, 2021 (the “**Amendment Effective Date**”) and is entered into between the CITY OF BEE CAVE, TEXAS a general law municipality located in Travis County, Texas (the “**City**”), and COLINAS LM, LTD., a Texas limited partnership (“**Colinas**”). The City and Colinas are individually referred to as a “**Party**” or collectively as “**Parties**.”

RECITALS:

A. The City previously entered into that certain Amended and Restated Development Agreement dated effective December 18, 2012 (the “**Agreement**”) for that certain Project (as defined therein) located in the City of Bee Cave, Travis County, Texas, as more particularly described in the Agreement.

B. Colinas is the owner of the property (the “**Colinas Tract**”) more particularly described in Exhibit A, “Colinas Tract Property Description” attached hereto which is covered by the Agreement and is designated as a “Neighborhood Services Tract” and a “NS 2 Tract” in the Agreement.

C. The Agreement does not allow drive throughs on the “NS 2 Tract.”

D. Colinas and the City desire to amend certain provisions of the Agreement, pursuant to Section 7.02 of the Agreement, in order to revise the certain development criteria for the “NS 2 Tract” to allow one drive through on Lot 34A of the Colinas Tract and the vehicle queue associated with that drive through to encroach upon Lot 35A of the Colinas Tract as depicted in Exhibit B, “Queuing Site Plan” attached hereto.

E. The Parties desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.
- 2) Capitalized Terms. All capitalized terms in this Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein. Additionally, the following terms and phrases used in this Amendment will have the meanings set out below:
 - a. Initial User. The Initial User shall be defined as a coffee shop establishment, with drive through.
- 3) Amendment by Agreement. Pursuant to Section 7.02 of the Agreement, the Agreement may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the owners of the portion of the Land affected by the amendment

or termination. Colinas constitutes the owner of the portion of the Land affected by this Amendment.

- 4) Amendment to Allowable Uses Table. The Parties hereby agree the second bullet point of Section 1 of Exhibit "C" of the Agreement shall be amended as follows:

Restaurant, including drive through and in vehicle service, except that no in vehicle service shall be allowed on the 15.89 acre tract of land shown as "Neighborhood Services 2" on Exhibit A-2 attached hereto (the "NS 2 Tract") and only one drive through shall be allowed on said tract. The drive through shall be located on Lot 34A of the NS 2 Tract.

Additionally, said tract is depicted in Exhibit B, Queuing Site Plan, attached to this Amendment.

- 5) Noise. The exterior speaker associated with a drive through menu board shall be equipped with an automatic volume control, to be activated at all times. Noise levels shall not exceed 50 dBA at the property line from 7:00 a.m. to 7:00 p.m. and shall not exceed 30dBA between the hours of 7:00 p.m. and 7:00 a.m. Prior to issuance of a certificate of occupancy for the Initial User, confirmation of compliance with these noise levels shall be required.
- 6) Hours of Operation. The hours of operation for a drive through on the Colinas Drive Through Parcel shall be from 6:00 a.m. to 10:00 p.m.
- 7) Vehicle Queuing. It is expected that the Initial User, will have peak queuing times between 8:00 a.m. and 10:00 a.m., however, the drive through on the Colinas Drive Through Parcel shall maintain an unobstructed 17-car queuing length (340 linear feet) at all times. Any parking spaces that may become blocked by the drive through queue, as reflected in Exhibit B, Queuing Site Plan, shall be identified as "Employee Only Parking." In the event a new certificate of occupancy is requested for the Initial User's tenant space, the City may require a new queuing plan, subject to review, that must be approved prior to issuance of a certificate of occupancy. Vehicular queuing associated with a drive through for a restaurant on Lot 34A of the Colinas Tract shall be permitted to encroach on Lot 35A of the Colinas Tract as depicted in Exhibit B, Queuing Site Plan, attached hereto.
- 8) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Amendment. To the extent there is any inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall control.
- 9) Expiration. If a certificate of occupancy for the Initial User is not issued within twenty-four (24) months from the date of this Amendment, or in the event the Amendment is abandoned by written notice from all owners to the City, this Amendment shall terminate and be of no further force or effect. Upon termination of this Amendment, all original terms, conditions, and requirements of the Agreement shall govern the rights and obligations of the parties as if this Amendment had not occurred.

- 10) No Waiver. No Party's execution of this Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to another Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.
- 11) Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.
- 12) Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.
- 13) Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.
- 14) Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Agreement continue to govern the rights and obligations of the parties, and all terms, except as amended by this Amendment, remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control.

EXECUTED on the date or dates set forth below, to be effective on the date the last party signs.

[Signature pages follow]

CITY:
CITY OF BEE CAVE, TEXAS,
a general law municipality

By: Kara King
Name: KARA KING
Title: Mayor
Date: 6/8/21

ATTEST:

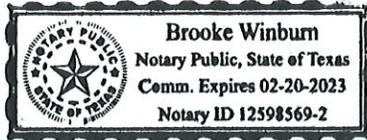
By: [Signature]
Name: Kaylene Holloway
Title: City Secretary
Date: 6/8/21

OWNER: Colinas LM, Ltd.
By: HAM-GP, LLC its general partner
By: [Signature]
Name: Christopher Whitworth
Date: 6/02/21

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me Brooke Winburn (name), a Notary Public on this day personally appeared KARA KING, Mayor of the City of Bee Cave, Texas, a general law municipality, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed on behalf of the City.

Given under my hand and seal of office this 8th day of June, A.D., 2021.



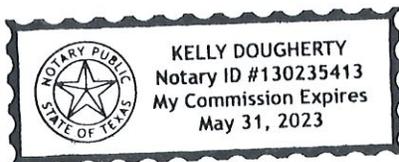
Brooke Winburn
Notary Public's Signature

COLINAS LM, LTD., a Texas limited partnership
By: HAM-GP, LLC, a Texas limited liability company, its general partner
By: Christopher Whitworth
Christopher Whitworth, Manager
Date: 6/07/21

THE STATE OF TEXAS §
§
COUNTY OF Travis §

Before me Kelly Dougherty (name), Notary Public, on this day personally appeared Christopher Whitworth, Manager of HAM-GP, LLC, a Texas limited liability company, general partner of COLINAS LM, LTD., a Texas limited partnership, and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 2nd Day of June, A.D., 2021.



Kelly Dougherty
Notary Public's Signature

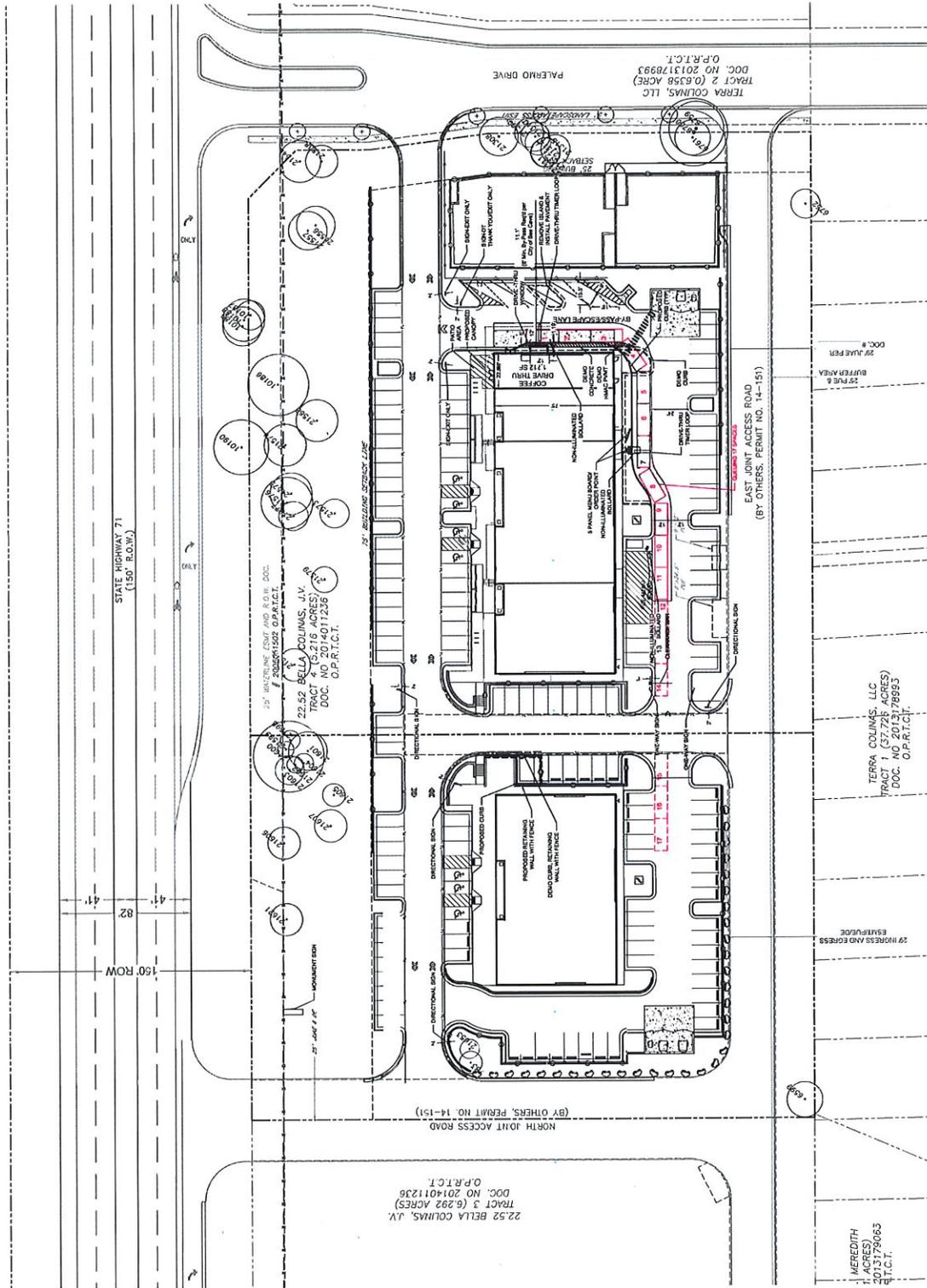
EXHIBIT A

Colinas Tract Property Description

Lots 34A and 35A, Block A, BELLA COLINAS COMMERCIAL AMENDED PLAT OF LOTS 34 AND 35, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201700092 of the Official Public Records of Travis County, Texas.



- LEGEND**
- PROPERTY LINE
 - EXIST. BUILDING SETBACK LINE
 - EXIST. EASEMENT
 - PROP. CURB & GUTTER
 - PROP. FIRE LANE MARKING
 - PROP. RETAINING WALL
 - PROP. FENCING
 - PROP. DRIVEWAY
 - PROP. LANDSCAPE SAFETY BOLLARD
 - PROP. CONC. WELL STOP
 - EXIST. FIRE HYDRANT



MALONE + WHEELER
 ENGINEERS, ARCHITECTS, PLANNERS
 613 Southwest Hwy, Suite 240
 Fort Worth, TX 76102
 Phone: (817) 899-5300 Fax: (817) 899-6655
 Firm Registration No. 1736

EXHIBIT B - QUEUING SITE PLAN

FILED FOR RECORD AT THE COUNTY CLERK'S OFFICE, COUNTY OF TARRANT, TEXAS, THIS 15TH DAY OF OCTOBER, 2014, AT 10:30 AM. BY: [Signature]

After recording return to:

Kaylynn Holloway
City Secretary
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



2021145380

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas

Jun 29, 2021 12:07 PM
Fee: \$50.00 MEDINAE

***Planning and Zoning Commission Meeting
September 3, 2024
Agenda Item Transmittal***

Agenda Title: Public hearing, discussion, and possible action on an amendment to the Masonwood Development Agreement to allow for an Automotive Repair use on the Neighborhood Services(2) tract

Commission Action: Discuss and Consider Action

Department: Planning & Development

Staff Contact: **Carly Pearson, Planning and Development Director**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to consider amendments to the Masonwood Amended and Restated Development Agreement, affecting Lot 46 Block F, of the Bella Colinas Commercial Plat, located at 5001 Palermo Drive. The proposed amendment would allow for an additional use of Auto/Vehicle Repair

2. DESCRIPTION/ JUSTIFICATION

a) Background

The proposed Development Agreement amendment applies specifically to Lot 46 Block F, of the Bella Colinas Commercial Plat, located at 5001 Palermo Drive at the corner of Palermo Drive and State Highway 71.



The City and Masonwood 71 executed a Development Agreement around October 18, 2011 for approximately 147.59 acres of land located within the extraterritorial jurisdiction of the City. Meritage subsequently purchased the Meritage Tract and G2E, subsequently purchased the adjoining 47.33 acre tract of land to develop in conjunction with the original 147.59 acres. In 2012, the parties entered into an Agreement to amend and restate the Original Development Agreement to allow the following: a) include the 47 Acre Tract; b) to amend the uses allowed in the Original Development Agreement from multifamily use to single family use for the portion of the 148 Acre Tract originally designated as multifamily; c) to provide for single-family and neighborhood services uses on the 47 Acre Tract; d) to amend the Concept Plan approved in the Original Development Agreement and to include the 47 Acre Tract; and e) to provide for the City's consent to inclusion of the 47 Acre Tract into the boundaries of the MUD as previously approved in the Agreement for the 148 Acre Tract. In 2021, the Development agreement was amended to allow for a "Drive-through" use within the NS 2 Tract.

The applicant has requested for the following amendments:

1. Addition of Use

The proposed Second Amendment to the Amended and Restated Development Agreement will make the following changes:

Amendment to Allowable Uses Table. The Parties hereby agree the following Section 3 shall be added to Exhibit C of the Agreement:

3. Lot 46 of the NS 2 Tract: In addition to the uses allowed for the Neighborhood Services Tract, as provided above in subsection (1), the following land use, as defined in Section 9.1.1 of the Code, shall be an additional allowed use on Lot 46 of the NS 2 Tract:

- Auto/Vehicle Repair: A shop that maintains, repairs, or rebuilds engines, transmissions, differentials, suspension components, electrical or computer components, EV or hybrid batteries or components, brakes, or other major components, or performs repair or maintenance of vehicle bodies, with all repair conducted inside an enclosed building and not including salvaging of parts or long-term holding or storage of inoperable or disassembled vehicles. May include Quick Lube.

b) Issues and Analysis

Use. The current Masonwood Amended and Restated Development Agreement allows the property to provide uses that are permitted within the Neighborhood Services district (which is equivalent to Neighborhood Mixed-Use within the UDC). However, the use of "Auto/Vehicle Repair" is not a permitted use within the MU-N zoning district. The use is only permitted via a Specific Use Permit (SUP) within the Regional Commercial (CR) zoning district.

3. Financial Budget

N/A

4. Timeline Considerations

N/A

5. Files

Attached:

- Draft Second Amendment to the Masonwood Amended and Restated Development Agreement
- Masonwood Amended and Restated Development Agreement
- First Amendment to the Masonwood Amended and Restated Development Agreement
- Elevations and Concept Plan exhibits