



**PLANNING & ZONING COMMISSION REGULAR MEETING
TUESDAY - SEPTEMBER 7, 2021 - 6:30 PM
AGENDA**

**Council Chambers at Municipal Court - 2801 Ranch Road 1869, Liberty Hill,
Texas**

**Diane Williams
Jon Mathiasen
Wes Griffin**

**Steve Messana
Chad Cormack**

1) CALL TO ORDER

- a) Establish Quorum**
- b) Invocation**
- c) Pledge of Allegiance**

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with Liberty and Justice for all."

d) Texas Pledge

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

2) PUBLIC COMMENTS

Public Comments are welcome. You may submit Public Comments in person, or you may submit to the City Secretary at nsawyer@libertyhilltx.gov before 3:00 PM the day of the meeting.

3) REGULAR AGENDA

- a) Discussion and possible recommendation to City Council on a request by Chris Pezold, on behalf of the applicant Casey Pezold, for a Zone Map Amendment from Multifamily Residential (MF2) and Agricultural (AG) zoning to Planned Unit Development (PUD) classification for a development. Presented by Jerry Millard, City Planner

4) PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Liberty Hill has been asked to review and approve the following application(s), to wit:

a)

NOTICE IS HEREBY GIVEN that the City of Liberty Hill has been asked to review and approve the following application(s), to wit:

A request for a Zone Map Amendment from the Multifamily Residential (MF2) and Agricultural (AG) zoning classification to a Planned Unit Development (PUD) zoning classification on the following property:

Approximately 27.192 acres out of the J. Glasscock Survey, abstract number 254, Liberty Hill, Williamson County, Texas; generally located along the south side of RR 1869, between CR 282 and Barton Drive, and identified as Assessor's Parcel Numbers R-392551, R-022214, R-022215, R-352448.

5) COMMISSIONER COMMENTS

6) DIRECTOR'S COMMENTS

7) ADJOURNMENT

The City Council, Boards, and Commissions reserve the right to reconvene, recess, realign, change the order of business, or adjourn into Executive Session at any time during the course of the meeting, prior to adjournment, to discuss any item listed above, as authorized by Texas Government Code Section §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.087 (Development). In compliance with the Americans with Disabilities Act, the City of Liberty Hill will provide reasonable accommodation for persons attending meetings. To better serve you, requests need to be received 48 hours prior to the meeting. Contact the City Secretary at 512-778-5449 – Extension 112.

POSTING CERTIFICATION: I, NANCY SAWYER – CITY SECRETARY – CITY OF LIBERTY HILL certify that the attached notice of meeting was duly posted on the bulletin board at Council Chambers located at 2801 Ranch Road 1869 in Liberty Hill, Texas and on the City website (www.libertyhilltx.gov) on the 3rd day of September, 2021 at 5:25. Nancy Sawyer – City Secretary. *nbs*

REMOVAL CERTIFICATION: I NANCY SAWYER – CITY SECRETARY – CITY OF LIBERTY HILL certify that the attached notice of meeting was removed from the bulletin board at Municipal Court / Council Chambers located at 2801 Ranch Road 1869 in Liberty Hill, Texas on the _____ day of _____, 2021 at _____. INITIALS _____



**PLANNING AND ZONING COMMISSION
PLANNING & ZONING COMMISSION
REGULAR MEETING**

**TUESDAY - SEPTEMBER 7, 2021
2801 Ranch Road 1869 - Liberty Hill**

AGENDA ITEM 3.a

Discussion and possible recommendation to City Council on a request by Chris Pezold, on behalf of the applicant Casey Pezold, for a Zone Map Amendment from Multifamily Residential (MF2) and Agricultural (AG) zoning to Planned Unit Development (PUD) classification for a development. Presented by Jerry Millard, City Planner



**Planning and Development Department
Planning and Zoning Commission**

To: City of Liberty Hill Planning and Zoning Commission

Subject: Discussion, consideration, and recommendation to the City Council on a request for a Zone Map Amendment from Multifamily Residential (MF2) and Agricultural (AG) to Planned Unit Development (PUD).

The property is locally addressed as 3607 and 3751 RR 1869, Liberty Hill, TX, being approximately 27.192 acres out of the J. Glasscock Survey, abstract number 254, Liberty Hill, Williamson County, Texas; generally located along the south side of RR 1869, between CR 282 and Barton Drive, and identified as Assessor's Parcel Numbers R-392551, R-022214, R-022215 and R-352448.

Meeting: September 7, 2021

Staff: Jerry Millard, City Planner

BACKGROUND INFORMATION:

Current Zoning: MF2 and AG (Multifamily Residential and Agricultural)

Proposed Zoning: PUD (Planned Unit Development)

Surrounding Land Use and Zoning:

North: C2 and ETJ (Downtown Commercial/Retail and Extraterritorial Jurisdiction)

South: ETJ (Extraterritorial Jurisdiction)

East: SF3 (High Density Residential)

West: ETJ and SF3 (Extraterritorial Jurisdiction and High Density Residential)

Summary of Request

The request, submitted by Chris Pezold, on behalf of owner Casey Pezold, is to rezone approximately 27.192 acres, from MF2 (Multifamily Residential) and AG (Agricultural) to PUD (Planned Unit Development). Should this request be approved, the applicant intends to build a multifamily apartment complex on the property and allow for a community center to be built on site, that will be used for nonprofit outreach programs. The base zoning for this PUD will be Multifamily Residential (MF2). With this Planned Unit Development, the applicant intends to preserve trees. There will be tree mitigation calculated at \$100.00 per caliber inch for trees

removed. The maximum amount of tree mitigation fee for the project will not exceed \$100,000.00, with this fee being paid in full within seven (7) business days of the City of Liberty Hill issuing site development approval. The fee will be allocated and expended on the enhancement and maintenance of the Hike and Bike Trail that is described in the agreement.

Parkland dedication to be at least eighteen (18) percent of the property for the purpose of constructing a public Hike and Bike Trail, which will be owned and maintained by the City of Liberty Hill.

The allowed maximum density shall be twenty-five (25) units per acre. All buildings to have a maximum height of three (3) stories, except the developer will have the right to construct four (4) buildings at a height of four (4) stories that can house ninety (90) units per building). Those four (4) large buildings can only reside at the back of the property at the furthest distance from RR 1869 and closet to proposed Hwy 29 bypass. The development will be completed in two phases.

RELATIONSHIP TO THE COMPREHENSIVE PLAN:

The most recently adopted Comprehensive Plan for the City of Liberty Hill (adopted August 2014), states within the Land Use Classifications (Section 3.7.1) that there is very little multi-family housing presently in the City of Liberty Hill, in any of its forms (townhome, duplex, triplex, fourplex or apartments/condominiums). Enabling a better offering for this type of housing will help market choice and affordability issues in the City. It continues to state that the downtown area may wish to allow limited forms of multi-family, depending on availability of sewer LUEs, design guidelines, and traffic issues. Multi-family housing can serve as a buffer between single-family housing and more intense uses such as retail and commercial that is becoming more prevalent as the State Highway 29 corridor is built out.

The property is designated as 'Residential' and 'Commercial' on the Future Land Use Map (FLUM) of the Comprehensive Plan.

PUBLIC NOTIFICATION:

Staff notified fourteen (14) surrounding property owners regarding this request. As of date of this staff report, zero (0) responses have been received in opposition or in favor of this request. All property owners notified are within the 200-foot notification boundary required by the State.

RECOMMENDATIONS:

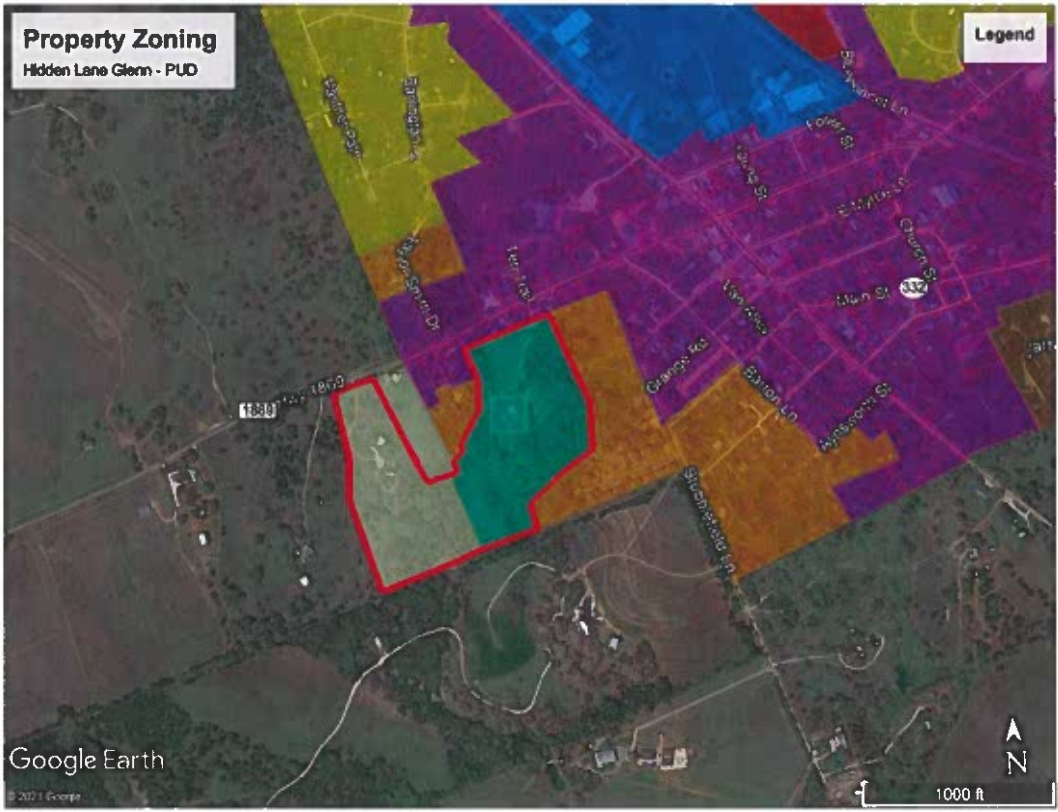
The Planning and Zoning Commission may:

- Recommend disapproval of the applicant's request to rezone the property to PUD (Planned Unit Development) to allow a multifamily apartment complex.
- Recommend approval of the applicant's request to rezone the property to PUD (Planned Unit Development) to allow a multifamily apartment complex.

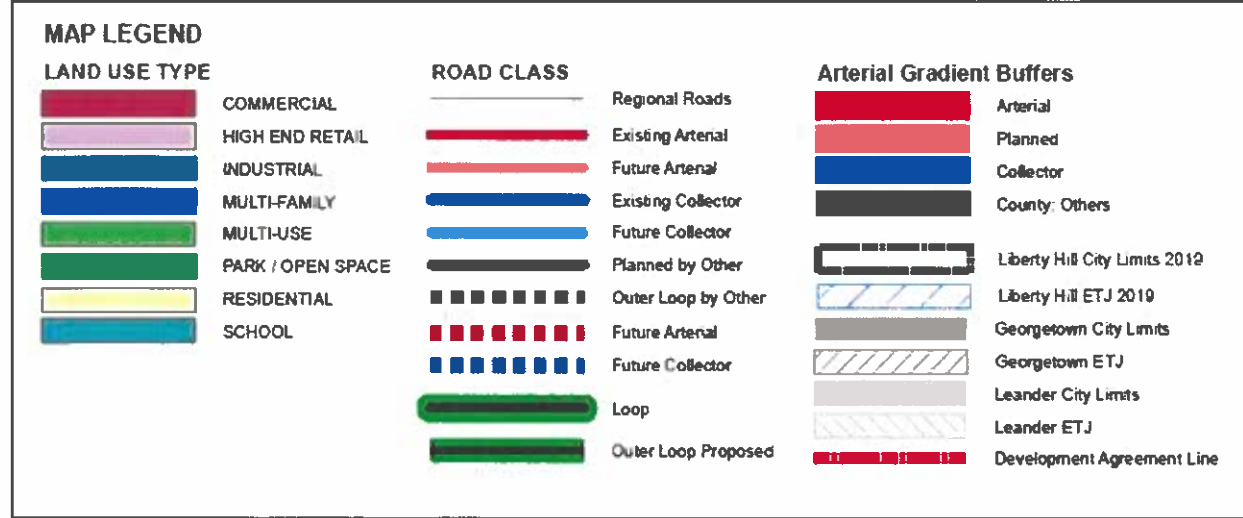
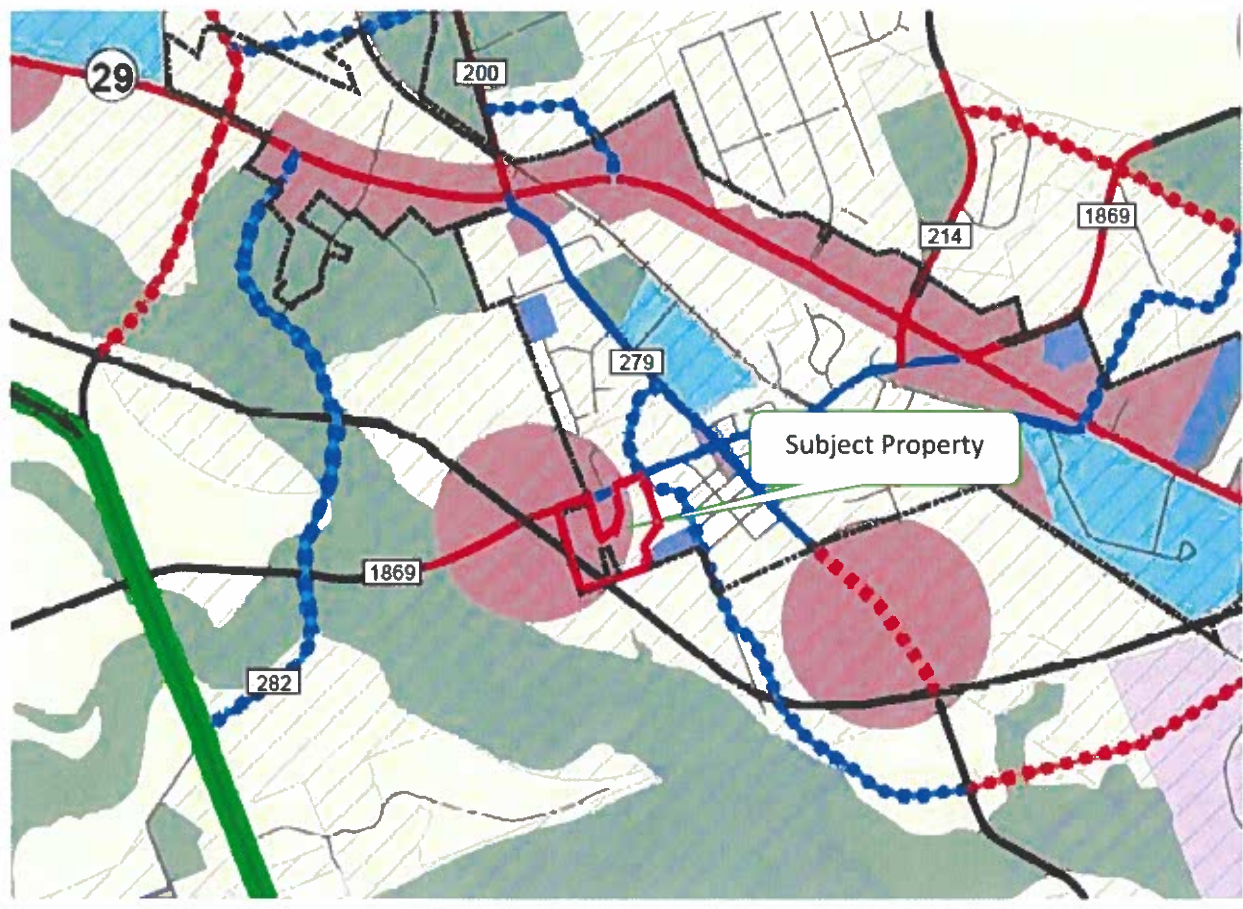
- Recommend changes to the PUD (Planned Unit Development) for the City Council to review and take into consideration.

Staff finds that the applicant's request to rezone the property to PUD (Planned Unit Development) to allow for a multifamily apartment complex is compatible with the Comprehensive Plan.

Staff recommends approval of the applicant's request to rezone the property from MF2 (Multifamily Residential) and AG (Agricultural) to PUD (Planned Unit Development) as presented.



Future Land Use Map (FLUM)



Property Notification Map – 200 Feet





TOTAL SITE AREA = 22.35 AC
 PHASE I
 1 (3 STORY BLDG/ 34 UNITS) = 288 UNITS
 2 (4 STORY BLDG/ 32 UNITS) = 64 UNITS
TOTAL = 352
 PHASE II
 3 (3 STORY BLDG/ 24 UNITS) = 72 UNITS
 2 (4 STORY BLDG/ 32 UNITS) = 64 UNITS
TOTAL = 136
 1 COMMUNITY ASSISTANCE CARE LIVING BLDG = 12,000 SF
 TOTAL PARKING PROVIDED = 615
 PARK & TRAILS AREA PROVIDED = 3.96 AC / 18%

LAYOUT EXHIBIT
 HIDDEN LAKE GLEN
 11/11/2011

TRINE
 TRINE ENGINEERING
 11/11/2011

CITY OF LIBERTY HILL

ORDINANCE NO. _____

PUD for HIDDEN LANE GLEN (aka, Legacy)

AN ORDINANCE ENACTING SECTION 4.08.01(A) OF THE LIBERTY HILL CODE OF ORDINANCES; ESTABLISHING PLANNED UNIT DEVELOPMENT DISTRICT _____ ; DESIGNATING THE ZONING OF SUCH PARCEL AS A PLANNED UNIT DEVELOPMENT; APPROVING A PUD MASTER PLAN; APPROVING DEVELOPMENT STANDARDS AND CONTAINING OTHER PROVISIONS RELATING TO THE PLANNED DEVELOPMENT DISTRICT; PROVIDING A REPEALER AND SAVINGS CLAUSE; SEVERABILITY CLAUSE; PENALTY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Liberty Hill ("City") Unified Development Code Section 4.08.01 [Planned Unit Development] provides standards and procedures for the legislative creation of specialized zoning districts crafted specifically for certain land endeavors (each, a "PUD District"); and

WHEREAS, P&L Investor Group, Casey Pezold, and Terrell Gauny ("Owner"), the landowner of the "Parcel" (hereinafter described) has applied to the City for the creation of a PUD District over the approximately 28.2 acre tract or parcel of land more particularly described as follows:

Approximately 18.2 acres of land, more or less, out of the _____ Survey No. _____, in Williamson County, Texas, being the same property conveyed to _____ by deed of record in Volume _____, Page _____, Deed Records, Williamson County, Texas. (See Exhibit "1" to Attachment "A" to this Ordinance) ("Parcel"); and

Approximately 10 acres of land, more or less, out of the _____ Survey No. _____, in Williamson County, Texas, being the same property conveyed to _____ by deed of record in Volume _____, Page _____, Deed Records, Williamson County, Texas. (See Exhibit "1" to Attachment "A" to this Ordinance) ("Parcel")

WHEREAS, in support of its application for the development of a multi-family apartment complex ("Project"), the Owner has submitted to the City the proposed PD Master Plan attached as Exhibit "2" to Attachment "A" to this Ordinance ("PD Master Plan"), an information statement, proposed PD District development standards and other information required by the City's PD District Ordinance; and

WHEREAS, the Parcel is being rezoned upon request of Owner, the application for which rezoning is attached as *Exhibit "3"* to *Attachment "A"*; and

WHEREAS, the proposed rezoning was reviewed by City staff, including the **Director of Planning**, with the consensus being that the proposed changes are reasonable under the circumstances and consistent with the Comprehensive Plan; and

WHEREAS, after public notice as required by law, public hearings were held before the Planning and Zoning Commission and City Council, at which public testimony was received and information was considered for and against the proposed rezoning; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, the City Council now desires to enact an ordinance approving PD zoning, PD development standards, and the PD Master Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Liberty Hill, Texas:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

A. Codification. Chapter 14, Appendix A [UDC], Section 4.08.01 of the City of Liberty Hill Code of Ordinances is hereby established to read in accordance with *Attachment "A"*, which is attached and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment "A"*.

B. Zoning Map. The official zoning map established under Section 4.02 of the Unified Development Code (UDC) of the City's Code of Ordinances is amended to reflect the zoning designations established in *Attachment "A"*.

C. Development Plan. This Ordinance, together with its attachments and related exhibits, constitutes the development plan for the PUD District for the Parcel created by this Ordinance. All land use and development within the PUD District for the Parcel must conform to the limitations and conditions set forth in this Ordinance its Attachments and related exhibits..

D. PD Master Plan. The PUD Master Plan attached as *Exhibit "2"* to *Attachment "A"* is hereby approved. Permits for the project will be issued by the City upon request for construction activities in conformance with this Ordinance, the Code of Ordinances, the PUD Master Plan, and Applicable Regulations (as described in § F.).

E. Applicable Regulations. Except as otherwise specifically provided by this Ordinance and its Attachments and related exhibits, the Project is subject to all provisions of the City’s Code of Ordinances, including the Unified Development Code (UDC) in effect on the date of the City’s receipt of a complete application for a permit required by the Code of Ordinances. To the extent any provision of this Ordinance or the attached exhibits conflicts with any provision of the Code of Ordinances or any related regulations, the provisions of this Ordinance and its Attachments and related exhibits will control.

F. Variances. To the extent specific, enumerated provisions of this Ordinance vary from particular provisions of the Code of Ordinances, the approval of this Ordinance and the attached exhibits will be deemed to constitute the legal equivalent to the approval of variances from those conflicting provisions of the Code of Ordinances. A list of the aspects of the Project that deviate from the Code of Ordinances is included as *Exhibit "4"* to *Attachment "A"*. When considering a request for variances for the Project that were not addressed in this Ordinance, the City shall consider the PUD Master Plan, Code of Ordinances, and this Ordinance, which shall provide a basis for the City’s approval of the variances sought after enactment of this Ordinance.

G. Attachments and Exhibits. *Attachment "A"*, including *Exhibits 1-4*, attached hereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed as applied to this Project, to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. ENFORCEMENT

The provisions of this Ordinance may be enforced through civil and criminal means in accordance with the Code of Ordinances and state law.

8. PROPER NOTICE & MEETING

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

PASSED & APPROVED on this, the ____ day of August 2021, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Liberty Hill, Texas.

CITY OF LIBERTY HILL:

by: _____
Mayor Liz Branigan

ATTEST:

by: _____
City Secretary Nancy Sawyer

DRAFT

Attachment "A"

**City of Liberty Hill
CODE OF ORDINANCES**

CHAPTER 14: ZONING

APPENDIX A. UNIFIED DEVELOPMENT CODE

SECTION 4.08. SPECIAL DISTRICTS

Section 4.08.01. Planned Unit Developments (PUD)

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DIVISION 2. USE REGULATIONS

Sec. 4.08.01 (a) Planned Development District Number ____ (PUD #____)

(a) Applicability.

This Ordinance shall apply solely to the Parcels, that being:

Approximately 18.2 acres of land, more or less, out of the _____ Survey No. _____, in Williamson County, Texas, being the same property conveyed to _____ by deed of record in Volume ____, Page ____, Deed Records, Williamson County, Texas. (See Exhibit "A" to Attachment "A" to this Ordinance) ("Parcel").

Approximately 10 acres of land, more or less, out of the _____ Survey No. _____, in Williamson County, Texas, being the same property conveyed to _____ by deed of record in Volume ____, Page ____, Deed Records, Williamson County, Texas. (See Exhibit "A" to Attachment "A" to this Ordinance) ("Parcel").

(b) Development Approvals.

Applications for permits for the Project (including but not limited to Building Permits, Site Plan, Plats) shall be submitted in conformance with the PUD Master Plan, Unified Development Code, the City of Liberty Hill Code of Ordinances, and this Ordinance. If there is a conflict between this Ordinance and any other rule or regulation of the City, and the conflicting rules or regulations cannot be harmonized so that both be given effect, the provisions of this Ordinance shall govern.

(c) Base Zoning District.

The Parcel is hereby zoned PUD # _____, with a base district of Multifamily Residential (MF-2), and shall hereafter be governed by the rules applying in that zoning district, as may be modified by this Ordinance.

(d) Development Standards for Parcel.

The development regulations for Parcel will be consistent with those applicable to the base district, except as otherwise provided in these development standards.

1. Land Use. The approved use of the Parcel is described as follows:

- (a) Development of a multi-family residential apartment complex.
- (b) Retirement Center / Assisted Living, and Community Resources Center offering nonprofit social services / outreach center and retail sales.

2. Density. Allowed maximum density shall be twenty-five (25) units per acre with a maximum of ~~four (4)~~ buildings containing up to ~~ninety (90)~~ units per building

3. **Height.** All buildings to be a max height of 3 stories, except the developer has right to construct 4 buildings at a height of 4 stories that can house 90 units per building. These 4 large buildings can only reside at back of property at the furthest distance from RR1869 and closest to proposed Hwy 29 bypass. ~~The building shall have a maximum height of four (4) stories above current grade, at the lowest grade, furthest from Farm to Market Road 1869 (FM 1869).~~

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Exhibit "1"

SURVEY

DRAFT

Exhibit "2"

PUD MASTER PLAN

DRAFT

Exhibit "3"

ZONING APPLICATION

DRAFT

Exhibit "4"

VARIANCE CHART

Listed below are aspects of the PDD that if considered on its own would require a variance from the Code but because it is addressed in a comprehensive manner in this ordinance a variance is not mandated.

ITEM	CODE SECTION	CODE	APPROVED STANDARD
(1) Height:	§	2 stories	4 stories
(2) Units/Acre:	§	20	25

DRAFT

**PLANNED UNIT DEVELOPMENT (PUD) DISTRICT #__:
HIDDEN LANE GLEN**

PUD Agreement

between the

City of Liberty Hill, Texas

&

P&L Investor Group, Casey Pezold, and Terrell Gauny

Approved by the City Council on:

August ____, 2021

THIS PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT (this “Agreement”) is entered into by and between the City of Liberty Hill, Texas (“City”) and **P&L Investor Group, Casey Pezold, Terrell Gauny** (“Owner”), individually each is a Party to this Agreement, and together comprise the Parties.

WHEREAS, the Owner is the owner of certain real property consisting of **28.2** acres located at or near the northeast intersection of ____ and ____, more particularly identified and described in **Exhibit “A”** and depicted in the title survey attached as **Exhibit “A-1”**; and

WHEREAS, the property is currently zoned **Multifamily Resident (MF-2)**; and

WHEREAS, the Owner intends to develop a mixed use project including **apartments** and other uses, further described herein (the “Project”); and

WHEREAS, the PUD Ordinance, Zoning Ordinance, and this Agreement set forth the development standards that will be applicable to the Property, and which, with the **PD Master Plan**, will control development of the Property; and

WHEREAS, the City Council has reviewed the proposed PD Master Plan and determined that it promotes the health, safety, and general welfare of the citizens of Liberty Hill, and complies with the intent of the PUD Ordinance, section **4.08.01** of the Unified Development Code; and

WHEREAS, the City Council has broad authority to enter into contracts pursuant to Texas Local Government Code section 51.014.

NOW, THEREFORE, BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

ARTICLE I. GENERAL PROVISIONS

1.1. Purpose. The purpose of the PUD is to ensure a development that includes compatibility of land uses and allows for the adjustment of changing community demands by meeting one or more of the following criteria, namely that it:

- (a)** provides for superior design of lots or buildings;
- (b)** provides for open space for public use;
- (c)** provides amenities or features that would be of special benefit to the property users or community;
- (d)** protects, preserves, or adequately mitigates for natural amenities and environmental assets such as trees, creeks, ponds, floodplains, hills, slopes, viewscapes and wildlife habitats;

- (e) provides for an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
- (f) meets or exceeds the present standards of the City’s Code.

1.2. Zoning. As reflected in the PUD Ordinance (as amended), the Property is designated “PUD #___” with a base district of Multifamily (MF-2) and shall be developed in accordance with the PUD Master Plan, including this Agreement. All matters not specifically addressed in this Agreement shall be regulated by applicable sections of the Code (as hereinafter defined). If there is a conflict between this Agreement and the Code, this Agreement shall supersede the specific conflicting provisions of the Code.

1.3. Definitions. Words and terms used herein shall have their usual meaning except as they may be specifically defined herein, or, if capitalized and not defined herein, as defined in the City Code of Ordinances, including, without limitation, the PD District Ordinance, the Zoning Ordinance, the Sign Ordinance, the Lighting Ordinance and the Water Quality Protection Ordinance as such Code exists on the effective date of this Agreement (the “Code”).

Agreement: This contract between the City of Liberty Hill, Texas and P&L Investor Group, Casey Pezold, and Terrell Gauny (the “Owner”), including all Exhibits, which are incorporated herein for all intents and purposes.

City: The City of Liberty Hill, an incorporated municipality located in Williamson County, Texas.

City Administrator: The chief administrative officer of the City of Liberty Hill, Texas.

City Council: The governing body of the City of Liberty Hill, Texas.

Code: The Code of Ordinances enacted by the City of Liberty Hill, as may be amended from time to time. This term includes (among other regulations) the Unified development Code.

Effective Date: The Effective Date of this Agreement shall be the date of full execution by both Parties.

Owner: P&L Investor Group, Casey Pezold, Terrell Gauny and any subsequent owner(s).

Project: A land use and development endeavor proposed to be performed on the Property, as provided by this Agreement.

Property: Approximately 28.2 acres of land, located within the city limits of Liberty Hill, in Hays County, Texas, commonly known as “_____”, more fully described in Exhibit “A”.

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ARTICLE II. SPECIFICATIONS

2.1. Trees.

- (a) **Preservation.** Owner shall make good faith efforts to maximize preservation of healthy specimens of native, preferred species of trees, including for purposes of preserving shade and minimizing the heat island effect.
- (b) **Tree Survey.** Owner shall conduct a Tree Survey counting oak trees that measure over 4 inches (4") in diameter when measured four feet (4') above current natural grade that currently exist on the Property within the area to be disturbed by the Project.
- (c) **Tree Mitigation Fee.** Tree mitigation will be calculated at \$100.00 per caliber inch for trees removed. The maximum amount of tree mitigation fee for this project will not exceed \$100,000.00. Owner shall remit to the City of Liberty Hill no more than one hundred thousand dollars (\$100,000.00) to mitigate the affect of tree removal on the Property during the course of constructing and operating the Project. The fee prescribed by this section shall be paid in full within seven (7) business days of the City issuing Site development Approval for the Project. City agrees that the fee received under this section shall be allocated and expended on the enhancement and maintenance of the Hike & Bike Trail described in this Agreement.

2.2. Parkland Dedication.

- (a) **Donation.** Owner agrees to donate to the City at least 18% of the Property for the purpose of constructing and maintaining a public Hike & Bike Trail. This trail and park system will be owned and maintained by the City of Liberty Hill
- (b) **Length & Width.** Owner's donation shall be a 1.25 acre pocket park along with an over mile long hike and bike trail, ranging from ten to forty feet (10'-40') wide.
- (c) **Location.** The location of the donation will be roughly along the property line and consistent with the demarcation on Exhibit ____.
- (d) **Connectivity.** The Hike & Bike Trail established under this Agreement shall connect to the public drainage easement that extends to Old Town at the corner of Myrtle and Stubblefield Lane.

2.3. Access.

- (a) **Primary Access.** Primary access to the Project shall be from Hwy 29 bypass and FM 1869 via Green Street and School Street

(b) **Public Closure.** The City agrees to close Green Street and School Street to through traffic.

(c) **License.** The City agrees to grant to Owner an exclusive license to utilize Green Street and School Street and encroach upon the public right-of-way for the streets for a term of 99 years, which may be renewed upon agreement of the Parties. Owner agrees to maintain Green Street and School Street for the duration of the license.

2.4. **Lighting.** All proposed lighting will comply with the City of Liberty Hill Lighting Ordinance and shall be Dark Sky compliant.

2.5. **Signs.**

(a) **Monument Signs.** Notwithstanding other sign provisions in the Code, the Owner may install and maintain a maximum of three freestanding monuments signs at the Project entrances, one on Green Street, one on School Street and one at entrance to Community Center to west of Green Street. All other signs must conform to the City Code.

(b) **Billboard.** Notwithstanding other sign provisions in the Code, the Owner may install and maintain an off-premises (billboard) sign no larger than _____ in height above current natural grade, not exceeding _____ square feet, provided it is Dark Sky compliant, and located on the triangle tract west of Highway 29 (as shown on Exhibit _____).

2.6. **Property Phasing or Scheduling.** The Project may be developed in phases.

2.7. **City to provide a working sewer connection within 18 months of receipt of development's portion of community lift station.**

2.8. **Fees.** Owner shall pay the City's standard application, review and development fees, as set out in the City's Fee Schedule Ordinance. The City's consultant costs directly and exclusively related to this Agreement and the ordinance creating PDD #_____ shall be reimbursed by the Owner to the City. Any sums placed in escrow by Owner for this purpose shall be applied to the balance due.

ARTICLE III. TERM, ASSIGNMENT & AMENDMENT

3.1. **Term.** The term of this Agreement will commence on the Effective Date (as defined below) and continue in perpetuity, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Owner. Owner will notify at such time as Owner acquires Property. In the event that Owner fails to acquire

the Property within one year after the date of this Agreement, this Agreement shall terminate and be of no further force and effect. In the event, that the Owner acquires the Property, this Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns of Owner that construct the improvements on the Property contemplated hereunder.

3.2. Amendment by Agreement. This Agreement may be amended as to all or part of the Property at any time by mutual written consent of the City and all owners of the Property at the time of such amendment.

3.3. Assignment.

(a) All of the Owners and all future owners of all or any portion of the Property, including, without limitation, any affiliates of Owners to which all or any portion of the Property is conveyed and contributed, shall have the benefits of this Agreement, and the Property may be developed as set forth herein without further action by the City; provided, however, that this Agreement may be amended as otherwise set forth herein.

(b) If Owner assigns its rights and obligations as to a portion of the Property, then the rights and obligations of an assignee and Owner will be severable, and Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner, the City may pursue all remedies against that nonperforming Owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing Owner's project, which performing Owner may also pursue remedies against the nonperforming Owner.

(c) Upon sale, transfer or conveyance of all or portions hereinafter described Property by the Owner thereof (the owner of each portion of the Property called "Owner" of such portion herein), the duties and obligations of the Owner, as it relates to the transferred Property, shall be assumed by the new owner, and the transferring Owner shall have no further liability relating to such transferred Property.

(d) The sale, transfer or conveyance of all or portions hereinafter described Property by the Owner shall include restrictive covenants that subject the conveyed portions to the terms of this Agreement.

(e) This Agreement touches and concerns the Property, and runs with the land.

ARTICLE VI. MISCELLANEOUS PROVISIONS

4.1. Necessary Documents & Actions. Each Party agrees to execute and deliver all such

other and further instruments and undertake such actions as are or may become necessary to effectuate the purposes and intent of this Agreement.

4.2. Severability. In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.3. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

4.4. Venue. All obligations of the parties created hereunder are performable in *Williamson County*, Texas, and venue for any action arising hereunder shall be in *Williamson County*.

4.5. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

4.6. Duplicate Originals. This Agreement may be executed in duplicate original, each of equal dignity.

4.7. Notices. Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

Owner:

P&L Investors Group
???
????, Texas 787???
Attn: ????

City of Liberty Hill:

City of Liberty Hill, Texas
P.O. Box 384
Liberty Hill, Texas 78620
Attn: City Administrator

4.8. Effective Date. This Agreement shall be effective from and after the date of due execution hereof by all parties.

4.9. Binding Effect. This Agreement and the PUD Master Plan bind and benefit the Owner and its successors and assigns.

4.10. List of Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all intents and purposes.

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DRAFT

THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT:

CITY OF LIBERTY HILL:

P&L INVESTOR GROUP:

by: _____
Liz Branigan, Mayor

by: _____
???????, Manager

Date of Execution

Date of Execution

ATTEST:

ATTEST:

by: _____
Nancy Sawyer, City Secretary

by: _____

APPROVED AS TO FORM:

by: _____
City Attorney

DRAFT