

**Notice of Planning and Zoning Commission Regular Meeting
AGENDA**

August 06, 2024 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery Planning and Zoning Commission Regular Meeting will be held on **Tuesday, August 06, 2024 at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Members of the public may view the meeting live on the City's website www.montgomerytexas.gov under Agenda/Minutes and then select **Live Stream Page (located at the top of the page)**. The Meeting Agenda Pack will be posted online at www.montgomerytexas.gov. The meeting will be recorded and uploaded to the City's website.

CALL TO ORDER

VISITOR/CITIZENS FORUM:

Any citizen with business not scheduled on the agenda may speak to the Commission. Prior to speaking, each speaker must be recognized by the Chairman. The Commission may not discuss or take any action on an item but may place the issue on a future agenda. The number of speakers along with the time allowed per speaker may be limited.

CONSIDERATION AND POSSIBLE ACTION:

- 1.** Approval of the minutes as written for:
 - a) P&Z Commission Regular Meeting 06/04/24
 - b) P&Z Commission Regular Meeting 07/02/24
- 2.** Consideration and possible action on two sign applications for Six Shooter Junction and Jessica's Fine Jewelry located at 14348 Liberty Street in the Historic Preservation District.
- 3.** Consideration and possible action on a sign application for H-Wines at 14351 Liberty Street in the Historic Preservation District.
- 4.** Presentation and discussion on a proposed residence at 202 Pond Street in the Historic Preservation District as submitted by Larry Reiland.
- 5.** Calling a Public Hearing on a rezoning request of 15.46 acres along Lone Star Parkway west of Liberty Street from ID-Industrial to B-Commercial and R2-Multi-family Residential as submitted by SPT Montgomery, LLC (Dev. No. 2215).
- 6.** Consideration and possible action on the Final Plats for Redbird Meadows Sections One, Two, and Three (Dev. No. 2006).

COMMISSION INQUIRY:

Pursuant to Texas Government Code Sect. 551.042 the Planning & Zoning Commission may inquire about a subject not specifically listed on this Agenda. Responses are limited to recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision shall be limited to a proposal to place on the agenda of a future meeting.

ADJOURNMENT

/s/Dave McCorquodale

Assistant City Administrator

I do hereby certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **AUGUST 2, 2024 at 5:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

This facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary's office at 936-597-6434 for further information or for special accommodations.

MINUTES OF REGULAR MEETING

June 4, 2024

MONTGOMERY PLANNING AND ZONING COMMISSION

CALL TO ORDER

Chairman Simpson called the meeting to order at 6:00 p.m.

Present:	Tom Czulewicz	Commission Member
	John Fox	Commission Member
	Daniel Gazda	Commission Member
	Bill Simpson	Commission Member
	Merriam Walker	Commission Member

Also Present:	Dave McCorquodale	Director of Planning & Development
	Chris Roznovsky	WGA Consulting Engineers, City Engineer
	Sara Countryman	Mayor

VISITOR/CITIZENS FORUM:

Tyler Cooper: My name is Tyler Cooper. I live at 118 Anna Springs Lane. I'm here today to voice my concerns around the development and potential unapproved plan of the Cornerstone Church property and inquire on what actions I may need to take to rectify the situation. The long and short of the issue is, that ever since the church purchased and cleared and paved the lot next to them, excessive rainfall overwhelms my French drain system and floods my pool with mud and debris. Every soaking rain event. We have lived here for four years and never come close to having the amount of flooding and rushing water we are dealing with currently. That has also led to what I believe is a contributing factor to the washing out of our driveway. All of this has occurred in the last 6 to 8 months, which to me, is not a coincidence in timing as it relates to the development of the Cornerstone Church property. I have emailed Gary Palmer about the issue who has in turn, uh, told me that it is a private property issue and there is not much the city can do if there are no clear-cut code violations. Officer Tilley visited our property to survey the issues and take pictures, but as of now there has been no action, uh, or indication any action will, uh, take place. This is where I respectfully disagree with Mr. Palmer. I have combed through the Planning and Zoning commission agendas and minutes, as well as the city council's agendas and minutes, and made the following discoveries: The April 4th Planning and Zoning commission agenda shows where it was brought forth and sent to City Council, the approval of the rezoning request to rezone the newly purchased plot of land from residential to institutional. In the comment section of the satellite imagery draft, it states future uses could include facility or parking expansion projects and ensure any future development provides a buffer for adjacent residential uses per city code. In the Planning and Zoning Commission recommendation report, uh, in which the rezoning was approved, one of the points states that adequate development regulations are in place to ensure no negative effects on surrounding properties if the rezone is approved. The church property is currently being replatted to reflect a 25- ft vegetative set back, section 78162, and the side in rear yard, section 98239, adjacent to the single-family properties. Uh, those provisions read, section 78162, vegetative setback of 25 ft in width shall be maintained at all times where commercial multi-family industrial Church public buildings or School properties abut any single family residential property or adjacent acreage that may in the future become single family residential.

78162 provision C reads, vegetation setback must also provide a visual barrier. And provision A reads barrier, the definition, a visual barrier shall be constructed and permanently maintained on any lot adjoining or abutting residential or PD District. In the minutes report of the April 4th regular meeting on page 3.5, it reads: Mrs. Julie Davis said the church had a variance to their parking surface and to be mindful of any parking lot expansions. I'm not sure what that means but I am making the assumption that since this is now being rezoned to institution a paved parking surface and or larger parking lot must be provided to meet the minimum standards of off-street parking. If the assumption is correct, general policies needing improvements, payment and cost provisions policies, terms and conditions to be followed in Paving work and the extending of water lines sewer lines and drainage must be approved by the City Council and City Engineers. All improvements shall be installed by the developer at their expense. Uh, I can go on a little further to talk about, uh, various things throughout the minutes, but the gist of it is given these points, I have a few simple questions. Uh, one: Am I interpreting these ordinances correctly? If so please indicate. If not, please indicate specifically where I am misinterpreting. Did the church go to the City or County for replatting, file for all the appropriate paperwork and approvals, and ultimately follow the ordinance guidelines? In my opinion, no, as I can tell you by simply looking out my kitchen window, they did not as there is no vegetation buffer. The lights from their building shine directly into our, the abutting residents' homes, and there is no buffer to the sound of loud music. Uh, and there is only about 14 ft of weeds dead plant debris and broken glass from their parking lot to my back fence. My understanding is there should be a 25- ft vegetative buffer and that is 15 ft thick between any institutional and residential zone. Uh, is that correct in currently being enforced? And, if they filed the appropriate paperwork, is it incompetence from within the city that blindly approved the plans with no actual follow-ups or recommendations? The city did not follow through on their end of the ordinance guidelines or simply not care as to cause strife with a church. If you would like to see invoices for damage repairs, pictures, the issues of the aftermath, and videos of the flooding in action, I will be happy to provide those via email, text, or I can show you now. Thank you.

Walker: Where is your home located?

Cooper: 118 Anna Springs Lane.

Simpson: Dave, do you have a, um, a copy of, um, all Mr. Cooper's questions?

Cooper: I can give you a copy. I made a copy.

Simpson: Can you get that to Dave?

Cooper: Yes, absolutely.

Simpson: All right, uh, next is Sara Countryman.

Mayor Countryman: I'd like to speak on the item numbers that I have on there at each item.

Simpson: All righty. Uh, next is Lisa Gregory and is it, Howard Andrews?

Gregory: I only want to...

Simpson: Oh you're, okay, all righty, uh, Steve Miller.

Miller: I live at 281 Berkeley. Uh, so lot one there as soon as you come around passed the library. I didn't do a lot of, you know, pull out a lot of material to read off for anything, but I actually met the landowner today. Um, what we're talking about is a lot of us there on Berkeley where *inaudible* the new construction backs up. Uh, we've been kind of seeing a lot of, uh, I hate use the word drainage issue, but it's the same thing but a different type of drainage issue. It seems like what Buffalo Springs is seeing on the other side. Um, I actually came and sat down with Dave and had about an hour-long conversation with him about things. Um, so the reason to be up here right now is nothing against the landowner, it's the question of that was approved by who and where do we see that? Cuz I did a FOIA request and got all the information sent to me. There's a drainage plan in there. Um, again the kind of the way it was explained to me it doesn't really matter, it doesn't need a drainage plan, is the residents there the city adopts the, uh, County, the drainage plan for that, so my question is, how do I see how that was approved to what's being done right now? Especially with the effects that's being seen on the backside of our place.

Audience member: I second that.

Miller: Got some information. Got a great conversation. A lot of communication, um, but I think in the end we're still kind of concerned and question how did this get approved?

Czulewicz: Did you say Buffalo Springs Road? Oh Berkeley?

Miller: Yes sir.

Simpson: Dave, just to maybe settle some people's minds here, um, I can't address you all because it's a public forum, but I can address Dave. What is the duty of the P&Z, uh, on decision making outside of new development, or within the historical district, which neither one of these are, we have no jurisdiction...

McCorquodale: Your scope is limited to things that seem to be outside an individual, you know, building permit. Or you know, the individual properties. So, the only thing we have questions, he emailed me earlier, I think yesterday. So, I've got his questions to answer. To anybody else my email is on the website, please grab it email me, um, I'm happy to shoot you guys as much information if you want. I don't try to hide your stuff that is, uh, better than a FOIA request. If you got a simple question, we're your government. It's not us and them, and them and us. I've lived here for eighteen years, and I'll talk to any of you as much as you want. So please reach out.

Audience member: So, are you saying those of us in Buffalo Springs are not within the zoning? So, we just have no control over that?

McCorquodale: What you're saying, your topic, this board, or this commission, can't affect kind of your specific situation.

Audience member: But City Council is a different question?

McCorquodale: Right. The City Council has much more broad, you know power than the Planning and Zoning Commission in what they can do.

Czulewicz: Would they do any good to go to the zone or the uh Enforcement Officers? To, I mean they're saying, violation of zoning.

McCorquodale: I think a lot of them have been in communication with the Mayor and it sounds like, you know, the City Council is, you know, to me, you know, the best venue. But you know, certainly, if they, you know, feel like calling the enforcement officers on that or email them or you know, don't, I don't want to discourage it, but um with Sarah being as plugged into the issue as she is, and she can certainly give you guys, you know more direct guidance than me...

Gregory: (Inaudible)

Simpson: Go ahead.

Gregory: Um, yeah, and I just met all these guys in my neighbors, uh, about 10 minutes ago. Obviously, we haven't made much progress yet. We were supposed to start forms on our slab about 3 months ago, but as you all know, the rain has, yeah. We haven't even gotten that far yet. Um, I was made aware of it, he, uh, by Dave McCorquodale, oh, um, you know, um, when he originally got a request or information, uh, from one of the other neighbors who's not here tonight. Um, and anyway, he contacted me immediately. Uh, we made sure that, I, you know, he said what we need, you know, I said am I in compliance with everything needed by the city? Yes, but let me check with the county. Of course that takes a few days, um, he, um, he suggested, you know, and we verified, you know, all the documents, required documents. The topo uh survey, the engineering reports, elevation reports, the site plans. Anyway, that all, that it's a, if you haven't built in Montgomery, I found out it's a very complicated process. But anyway, uh, but we were in compliance with all that and then they told me that one of the compliance, uh, jeeze. Uh, name of that department, um, Code Enforcement. Code Enforcement, um, I guess in compliance or whatever, um, it sounds like most of my other neighbors, I consider you my neighbors now. We will be for a very long time soon, um, but, uh, had spoken with someone else in this other department, um, which I wasn't aware of why I was communicating with Dave, this other woman never reached out to me. Uh, eventually I asked Dave about it, if you know, when I found out there were other complaints, he gave me that woman's, uh, excuse me, that woman's name and number. You know, I contacted her immediately, actually, as is hung up with Mr. McCorquodale, and, um, had a conversation with her. She said she had photos, videos. She would send them. She never contacted me again. Um, I can't tell you why, cuz I think it would have nipped a lot of this in the bud, that I have more information. And it wouldn't have gone this far. But anyway, Dave had also suggested that just as a proactive measure, a good relief measure, cuz we don't know where the, you know, water's coming from, um, that we go ahead and in addition to our other engineering reports, get a structural, drainage, a drainage plan, an engineered drainage plan anyway. Uh, if any of you have ever tried to get Engineers out to your house, it takes a long time for them to show up and then produce a report. Uh, but that's been in process. We did speak to him yesterday. I have no idea how long it's going to take him to get that engineering, uh, plan, survey, whatever it is, for drainage out. But it is in process and I don't even know if you guys knew that. Probably not, so anyway, uh, I think it was good tonight we actually met we have faces with names, cuz I think had I've been aware of it sooner, uh, and had y'all known who I was, to reach out to me, I think we wouldn't be where we are today. Thank you.

Andrews: I mean, the thing is that our intentions are to be good neighbors, not to do any damage to anyone's property or anything of that nature. So we are, you know, doing the civil engineering study, drainage study. Um, we don't know what the outcome is. We don't know the reasons why, uh, you know, anything has happened. But, uh, we'll be happy to let the commission and any neighbors know, um, what the findings are. Um, you know our objective is to build a home there. Uh, it's not a business. I know that a lot of people have asked me, when I've been over there, and walked into the property and said, you know what are you doing? Um, but, uh, it's a residential

piece of property. It's going to have a big garage on it, cuz we collect cars, um, but outside of that that's okay. So we will, uh, keep you guys updated.

Simpson: Ok. Dave, if you could keep us updated on their, uh, drainage survey and study, if you could let us, kind of keep us up to date on how that's all going along with the, um, the church issue.

McCorquodale: Okay.

Audience member: May I revert back to one thing on my speech uh just for it wasn't against the landowner again we just met this first time uh it's the issue of itself right uh we've lived there seven eight years right never seen this before so obviously something happened my question whenever I did come in and see Dave his office was uh I did the FOIA request to do my research and say hey what's going on back here cuz again I but when I pulled all that together and then came to try to speak a little bit knowledgeable about it um a lot of the answers I felt like I got was nothing really needs to show what's going on like when it comes to the drainage like I accepted that because I know no better but I think what I heard him say just now was they are looking to get a Structural Engineer so I guess that would be you know I see you can't address anything right now but the future question or agenda for me would be there needs to be no drainage plan when you're building behind like that I mean it's a massive piece of property okay bump it up

Simpson: Our commission only deals with new development and anything that's in the historical district zoning um with the new development with streets water sewer city services that's the only thing we will look at the drainage at that time individual lot Builders outside of development like what's going on there we are not even approached with so our commission is not we're planning and zoning uh not new single family lot commission you know what I'm saying

Audience member: Yeah, I think my question was so somebody did approve it the right I don't know if I ever got that direct answer.

Simpson: that piece of property yeah that piece of property is not brought up to us okay

Audience member: okay so that would be my question I think the email a little long but my question then becomes there was a drainage plan in there uh don't know what that one meant it's like pencil in you know kind of written on um but then when you look at the property assets and the way the drainage works somebody had to approve that whether not somebody right and there there's nothing in the FOIA showing them its approved that's my question

McCorquodale: without digging off from the weeds here I think that the building plan approval was all part of that it wasn't individually signed off but that was submitted pursuant to and was part of the building permit application if that answers your question

Audience member: well it does approve that's what I'm still trying to find out though if it was approved because nothing I said there was a request for a drainage plan and then the one that was actually putting the request in there but it doesn't show sign off or approved so again that's my question it was it was requested to have one but it was never signed off so why wouldn't that have been in there if it's in the file

McCorquodale: I'll dig through that email, and I'll Circle back with you and make sure that you got an answer that

Audience member: Sir, in the FOIA request, I requested all the documents, but again there was a request for a drainage plan. There was one submitted but never signed off and never saying, oh it's good, so that would be the answer

Audience member: And I'm saying mine's very similar to that and what is considered of development is buying a piece of property, replatting it, starting from scratch considered development especially if you're adding structures or adding surfaces changing the landscape is that considered development uh because then that's where I mean zoning talking.

Simpson: We did have a say in the zoning part of that.

Audience member: Right.

Simpson: And that's it, but the rules and regulations are in the city ordinances, and that is an Enforcement issue, and that would be a building permit process.

Czulewicz: So that would be a building permit process.

Simpson: That's a building permit process.

Czulewicz: And the land you're developing is zoned in accordance with what you intend to put in there, then you can uh go forward with a building permit which will cover all those things.

Simpson: Yeah, we deal with the zoning, so we went, you know, from the, uh, business to the institutional, but then that's where we stop and enforcement starts if that.

Audience member: So, city council is gonna be where we get the answer?

Simpson: Not to push it off on anyone but we have no decision on anything past that.

Audience member: Fair enough. thank you.

Simpson: Anybody else? Even though you're not on the list so if we got something to air out we might as well get it done.

Audience member: We live at 901 College Street, um, I just want to wish all y'all good luck. We've dealt with a lot with Dave. Trying to get a hold of him. Trying to get in contact with him. It's documented that he just chose not to respond to our emails. We ended up doing construction and he just called a contractor that he allegedly didn't have the number to. So I just would like to put my heart to y'all and good luck. Good luck cuz it's probably going to be hard to get to wherever you're going with Dave. I'm sorry about your pool, but, um, I just would, I'd like to wish everybody good luck. I think we just kind of band together, we can just kind of get the weak links and the weeds out the garden. But it's all I have for today, thank you.

Simpson: Is everyone set? All righty. All righty. Uh, that will end that.

1. Consideration and possible action on the May 7, 2024 Regular Meeting Minutes.

Simpson: Uh, we will move on to item number one.

Czulewicz: I have a question about the uh commission inquiry where Miriam asked about the dumpsters. Do we have any information back about what we can do with the dumpsters?

McCorquodale: Yes, if you're going for commission inquiry I emailed that to Miriam. I'll be glad to share it with you as well.

CM Czulewicz made a motion to accept the minutes as written and the motion was seconded by Walker with all CM's voting AYE, motion carried.

2. Consideration and possible action on revised location for a proposed 35-foot-tall flagpole installation for 504 Caroline Street located in the Historic Preservation District (previously approved March 5, 2024).

Simpson: Uh, item number two.

Mayor Countryman: Commission, can I talk? Sorry.

Simpson: is anybody...

Smith: This is my item.

Mayor Countryman: Yes. Either way, I mean I, I asked to speak at every item, either way.

Simpson: Let the item person speak first.

Smith: Okay. So, it's a flagpole that's to be installed at 504 Caroline Street. We were putting it in the yard, and, um, because of water, uh, the drainage system, uh, we can't put it there. So, we're proposing that we move it to the corner which would, um, require the removal of a bush right behind the fence of our property to the right of the parking lot.

Walker: Is it behind the fence, or in front of the fence?

Smith: Behind the fence.

Walker: You know the drawing has it in front of it.

McCorquodale: That was my problem.

Walker: Okay, I didn't know, I...

Smith: Mine has it.

Walker: Okay, good. We don't have that drawing, though. We only have what we see. Thank you for clarifying that.

Smith: Yes ma'am. Yes, well, and forgive me because it's a little bit raw, but...

Walker: Do you have a picture of it?

Smith: Um, I mean, I can show you what I...

Walker: That'd be awesome if it doesn't match what we have in our packet cuz you are the one going to do the flagpole.

Smith: Well yes, I'm having, I'm doing the project.

Walker: We drive by you're going to be out there with shovel?

Smith: That's right, so it's right here. So, this is the, um, telephone pole. And our business side. And then this is the fence to the little white picket fence, so, um, I drew this little Bush. It's very crass. I'm sorry. But that would be removed, and the flagpole would go in that little green space right there.

Walker: So, you're not moving it over here, you're going to leave it where it was on that.

Smith: Well, this is where it was, okay? That's where we proposed and we want to move it here because we would have to remove the trees.

Walker: Ok.

Smith: Do you need a copy of this?

Simpson: Give it to Dave.

Czulewicz: Dave, is there an easement outside of the actual Street for the city?

McCorquodale: There's not an easement. No, we had a stop work order on a former owner of that property trying to get a PL and get those easements, but we forced him to lift in that stop work order and so we never went through with platting of the property.

Czulewicz: So, that's the reason why I looked at where she's putting the pole would normally be in an easement.

McCorquodale: There's not a water line there, the water line on the outside of that fence there you can see.

Czulewicz: Okay, thank you.

Walker: Are you the owner or the developer?

Smith: No, I'm actually the marketing director for the business and, um, I got put on well, um...

Walker: I have a question for you. Back when all this was going on because I...

Smith: I attended that meeting as well, yes...

Walker: I asked about the tree in the back where you were going to put the garbage dump dumpster and you said, oh we have to remove that one, and y'all were going to do a, um, something that, um, gave homage to the historical, what they had gathered historical information, and he said he

was going to put it, uh, on that tree or by that tree by the stage. If you could just mention that, I will find out because that...

Smith: I believe that tree is dead, and we lost quite a bit of it in the storm.

Walker: He was going to do something, it's a historical, he said he was going to do something that he found out about the property, and he was going to pay homage to it by putting some type of historical marker or whatever, not official, but something he want, he was going to do.

Smith: May I reach out to you if I have questions about it after I talk to Tom?

Walker: Sure, thank you.

Simpson: Ok, Sara.

Mayor Countryman: Item number two. I just had some questions. So, what section of the code says you cannot have a flag pole displaying a Texas or American flag in the historic district, in landscaping area next to a shrub? I couldn't find anything in our ordinances nor in our historic guidelines. If you're using, and the provided photo rendering, it shows the flagpole to be on the outside of the fence and the Right of Way, one question is: Did staff create the rendering or was this the rendering from the applicant? I gather based on the written description on the agenda item provided by staff in your packet, the pole would be on the inside of the fence and all you would see from the vantage point, historical guidelines state that the view from the public Right of Way is the basis of your approval this evening. So, all you will see is the portion of the flag and fence. The comment of crowding the landscaping and that, this move is not consistent with good site design principles. My question is: Where are the good site design principles in your packet? Or in any ordinance? Because the supporting paperwork was not provided. It's no secret that there's an aversion to this owner. This is an agenda item that never should have been before you, because no flagpole ordinance is prevalent, or anything about a flagpole in the historic district. I've been on Council for eight years now. The only two times there's ever been a flagpole is when the two 80-foot flag poles in town needed to be approved because they were over the 35 or 36 feet. They're 80 ft high. Outside of that, I searched every agenda on every board and never could find a flagpole. I don't understand why this happens to come before you. I walked it off this morning. It's merely 13 ft across the driveway. So, I think it's just a little bit of harassment and a waste of time. I just wanted to give my input. Thank you.

Czulewicz: Excuse me. Do you think you, Sarah, uh, are you saying that it shouldn't have been brought to us in the first place? Or the change shouldn't be brought to us?

Mayor Countryman: The item itself. I couldn't find an ordinance that says you are not allowed to have a flagpole, and the historic district does not have any guidelines that state you cannot have a flagpole.

Czulewicz: Okay. We don't, we up here don't select what's coming to us.

Mayor Countryman: I'm saying you shouldn't even have to vote on it.

Simpson: That being said, do we, we still have to vote on it because it's an item?

McCorquodale: Yes.

CM Czulewicz: Made a motion to accept the minutes as published and the motion was seconded by CM Gazda with all Commission members voting AYE, motion carried.

3. Consideration and possible action on a wall sign application for rOcktopus Art & Jewelry located at 305 Caroline Street in the Historic Preservation District as submitted by Rebel Smith.

Simpson: Item number three, Sara, you go first.

Mayor Countryman: So, this will be applicable to item number three and item number four since it's based on signage on two build different buildings in downtown so I so not to have to repeat myself on item four please know that this is for both the sign calculations aren't provided in the packet how can P&Z members be certain that 60% of the wall signage guidelines are being adhered to I'm going to assume that all of you did your calculations because I saw the footage uh um what height and width provided but based on the information provided however I would expect it be Provided in the agenda item for transparency and full understanding the full amount is it 42% that this is or is it 86% that's not provided to you also not provided are the guidelines in the historic district that need to be considered and are a guideline requirement in the historic district this includes the question of signage not facing Residential Properties that's something you have to take into uh consideration or proper setbacks and there's other guidelines none of those were mentioned and they should be mentioned just for transparency to know that you gave that consideration and you did everything in accordance to what the guidelines ask you to do even if the property is in compliance it's transparency to show the commission and staff noted those items are compliant and approved one more point one of the applicants is is requesting signage on two sides of a four-sided building I wasn't able to locate information how to calculate the 60% for the two walls do you calculate all walls and add them together to see if they're 60 or is it 60% of each individual wall that wasn't made clear in there so I was just curious if you could help me understand that. thank you.

Simpson: what stated in the in the ordinance is the 60% um I did calculations the total square footage on the big wall is 235 Square ft uh the signage is 52 so they're well within that

Mayor Countryman: the front you

Simpson: The front's a little different because you can't use it as a square. It has to be a triangle, so we only have

Mayor Countryman: So, if its 9% then is it over 60% then.

Simpson: Um, and, well, the thing is, I think the picture is a little dis, um what's the word?

Walker: Misguiding.

Simpson: Misguiding. Because the picture and the sign, um, lettering on there. It's hard to gauge from there. Um, the only thing that we can ask is the owners here, okay, only thing that we could ask, I think on the side the two, on the sign are fine. If you could get us a little more exact measurements of the front.

Smith: There is included exact measurements on the image that I presented.

Walker: Dave, I can't remember. We spoke about these signs and the location of them and also, um, how many times that they can advertise the same thing. Remember, I asked about that one building that's in downtown that has it on the side and has it in the front.

McCorquodale: There's, so there's no restrictions on, you know, you can have a sign.

Walker: I just want to say that out loud in this meeting.

McCorquodale: Some of the other points, while it seemed self-explanatory to me, and I didn't put it in there, I do apologize. Yes, at 60% façade. Now if you will recall every sign that we go through, and I did not put it in the packet this time, so again my apologies, you do not adhere to the percentages. You don't adhere to any of the sign regulations in town. They're here as a reference for you to have some basis of judgment. But you don't just, you don't have to live by the 60% because you're in the historic district. So if you want to, if you say, no, we are not going to consider any sign that is more than 60%, that's great. You know, if you want to tell us that, then we can, you know, we'll advise the applicants of that.

Simpson: I guess the only question I have, you have the three-foot height but not the width.

Smith: It has the width on there.

Simpson: You have the width of the soffit of the building, 17. So that square footage that is actually 42 1/2 Square ft. So, your signage would have to be, well, we have, that's a guideline it doesn't have to follow so I guess whatever fits in there will work.

Walker: That's going to be made of wood?

Smith: Yes.

Walker: Treated wood?

Smith: Yes

Walker: And you maintain it like the color? And if it's falling down, or swinging in the wind, or whatever?

Smith: Yes.

Walker: The sign on the side, the side is orange, looks like orange and black.

Smith: Orange, black, and white. Okay.

Walker: Again, wood?

Smith: Yes.

Gazda: Okay. Confirming for document sake, no lighting, nothing like that?

Smith: No lighting.

Gazda: No power to it?

Smith: No power.

CM Gazda made a motion to approve the sign application for r0cktopus art and jewelry located at 305 Carolin Street in the historic preservation District as submitted and the motion was seconded by Walker, with all Commission members voting AYE, motion carried.

4. Consideration and possible action on a wall sign application for Amazing Grace Quilt Store / Spin In The Wind gift/retail store located at 302 John A. Butler Street in the Historic Preservation District as submitted by Karen Pichotta and Michelle Shores.

Simpson: Item number four, Sarah.

Mayor Countryman: Same comments.

Shores: Hi. I'm Michelle Shores, um, Karen is also here with me and we are representing Spin in the Wind and Amazing Grace Quilt Store. Um, when we spoke with Dave, we just found out that we had to present this to you. Um, so it was kind of a rough draft we're working with. The graphics company, at this time, our plan is going to, is that the sign is going to go in the exact same place as the former sign. I think it was called one realty group. Um, it will be made of metal just like Monica's was, and we decided, um, over the last week we're going to put it on the right-hand side of the building because there is a tree on the left-hand side of the building. And I think I provided Dave with pictures of, um, our sign will be going exactly as it was, um, for the last tenant.

Simpson: Okay. So, you're going to occupy both?

Shores: Yes. And at first we weren't sure, we weren't sure if we were going to have it horizontal or on top of each other. But at this point, we're going to be (*inadible*) because of that tree blocks the left-hand side of the building.

Simpson: Okay.

Walker: And all the lettering is lasered like because it's a metal sign.

Shores: I do not know the answer, we hired the person that did Monica's sign, so, I mean, we told her, hey, that's what we want. We did this so please, um...

Simpson: But it's not illuminated?

Shores: No, just a metal sign.

Simpson: Okay.

Shores: With text and Graphics.

CM Walker made a motion to approve the wall sign application for Amazing Grace quilt store / spin in the wind gift retail store located at 302 John A Butler Street in the historic preservation District and the motion was seconded by Czulewicz with all Commission members voting AYE, motion carried.

Walker: Do you have a time frame?

Shores: Um, hopefully by July 1st because that's our planned opening date.

Walker: Thank you.

Shores: Thank you for your approval.

5. Consideration and possible action on a Special Use Permit application for a paramedical and fine-line tattooing business located at 14375 Liberty Street Suite 105, Montgomery, Texas, 77356.

Simpson: Item number five, Sarah.

Mayor Countryman: Sorry, I want number seven not number five. I put that on there. Seven. I did.

Simpson: Okay, you want seven?

Mayor Countryman: Yes sir.

Simpson: Thank you. Okay, uh, item number five.

Phillips: Yes, my name is, uh, Shay Phillips. Correction, my space is 14375 Liberty Street suite 102. I have the, um, front facing left side of the Westmont building and I, um, currently am a permanent makeup artist and I specialize in, um, eyebrows, eyeliner, lips, and, um, I also do areola restorations for women who've lost their breast due to breast cancer. I would like to consider the possible, um, special permit used for fine line tattooing which is not considered an act...it is, yes, considered a tattoo but it is done differently than your generic tattooing. And I'd like to make a note, too, that I don't do advertising on the front of the building. I just have my sign that hangs. That's just for paramedical, and what I do for tattooing is typically something that I would, which is how I do it in Austin, which is how I'd like to do it here, where I, it's usually an add on service. It's not something that anyone would ever walk in for. It's not something that's advertised on the side of the building. It's not a neon sign that says tattoos. It has nothing to do with that. It's a, um, typically in hindsight. Um, these tattoos are done for women who've lost siblings or husbands, or have gone through traumatic events in their life. And they have a handwriting that's on a card that was left from their son before they passed and they would like to have, um, their children's name written on them, or something very simple. And I would like the opportunity to be able to do that for them. And it's not, um, again illegal. So I just want to be standing with the city and I'd also like to note too that my schedule is one that opens up in the beginning of the month and it also closes 24 hours later. It's not something that's advertised. It's a, you've got to know me. You've got to know about me in order to get in, and then once that schedule is booked, which it usually books up within about 24 hours, um, then closed. And then you know they just come in on their appointment time and my, I'd like to also note that my door remains locked at all times.

Simpson: So, your appointment only, basically

Phillips: Appointment only. You will never have anyone walk in usually. Occasionally I have someone walk in, and that's just, and I put a note on the door now that just says do not accept walk-in's and then they will take a business card and they will either call me or text me.

Simpson: Okay. and you've been there how long?

Phillips: I have been at 308 Caroline Street, I was inside of Liz's Boutique for approximately 3 years, right, and I have been where I am now for a year. And I've only offered the, um, the paramedical aspect of it just recently. It's become something that's, you know, it's asked about and it's requested. And I just wanted to come in front of the board in order to do it properly, to where it's not something that, you know, found out about or done improperly.

Simpson: Yeah I remember approving it back in 21.

Phillips: Yeah, and that's the, kind of the way, I like to remain. And so I'm not one to put a sign out. I don't really, I don't do any advertising. I am strictly word of mouth. And I book out for at least four to six months in advance, and I'd like to just keep it that way. It's very calm, quiet, and collected.

Simpson: Okay.

Walker: How long is a special use permit good for, Dave?

McCorquodale: That can be one of the terms that you set. Uh, staff's recommendation is not to put an expiration on it. I don't find a reason, in my opinion, to have the time constraint on it if, certainly you know, something that's new, that's a new activity to the city. But someone that's established in the city, you know, what kinda parameters are. I don't find a reason to want to put, you know, a renewal page on it.

Walker: Um, did the, um, up here on the right on 105, there's another place that came in and asked for, um, uh...

Phillips: I think Miroir? Is that how you pronounce it?

Walker: And we had a meeting. We discussed that and, um, and we did not want the wording and or the tattoo façade, um, following with it in downtown Montgomery because of the historic district and the character of the downtown. Uh, but right after we did that, the hotel, the tattoo par, opened over there by, uh, right out right outside of our City Limits. Like two buildings over. So a lot of good that did. But, um, that that is my biggest thing. I understand, I mean, I could hear in your voice that you were getting emotional about what it is that you do for people, and I understand that. Um, uh, I will speak on the fact that we are quaint. We want to remain quaint. We want to be historical. We want to stay in the character of what Montgomery stands for. Um, and I know that you're not advertising. I know that it's not a big fluorescent light and flashing lights and all such stuff as that. And I'm reading the special us permits, and I'm not finding anything in here. Dave, correct me if I'm wrong. That says we can't have someone who, quote-unquote, tattoos in downtown Montgomery. But if we say yes to you...

Phillips: That is why I'm here today. And if you were to look at my website, or go in and read anything about me, my whole identity is quaint, and quiet, and soft. And, you know, this is not something that I do. I don't need a flashing sign. I don't need anything like that.

Walker: I get that, 100%. I do.

Simpson: And special use is case by case.

Walker: Right. Correct. But when, just remember, I mean, I'm, this is just because something is said to us here in this meeting, and we give you permission with this special use, and then three other people are going to come in behind you and say, well you did it for her. And that's, I'm the voice of good bad cop, or whatever, um, I understand what you're offering, um...

Simpson: Well, we just have to use this situation as a baseline.

Walker: I just want to bring that out so that it's written in the minutes.

Czulewicz: Is there, is there another wording that could be used that would define what you do and what the benefit is to the, uh, patient or customer, without using tattoo?

Phillips: Yes, you know, a generic tattoo is just considered a tattoo. And this is more, um, it's fine line. I don't know how I could word that, but I could, there are other people who probably worded it differently. I don't, um...

Czulewicz: How about cosmetic, uh...

Phillips: Tattooing? Cosmetic...

Czulewicz: Trying to get away from using tattooing.

Phillips: Oh. Yeah, sorry. Cosmetic, uh. I don't know, cosmetic embellishments? I don't know. I would have to think on that. But it, uh, like I said, it's not written anywhere. It's not on my website. It's not something that I want to do.

Walker: But it's written in our minutes, and it's written in your agenda, and that's what we're saying. It's what we're up against on a month-to-month meeting is we're brought up 3 or four months later, someone comes in and goes, well you had this meeting and this is what you said, so it's not about you. I understand what you're doing.

Czulewicz: I think like Bill said, is, it's not, uh, if we approve it, it doesn't mean it's approval for everybody in the future. But we'd like to steer from giving the opportunity of setting a precedent that somebody could come back and say well you approved her tattooing shop.

Phillips: Yeah. I am in all paramedical permit and makeup, and this is truly just an add-on. Like, I don't typically take appointments for someone who's just coming in for a, like a tiny tattoo or something. I don't, that's a waste of time, in my opinion, because of my schedule. This is something that's strictly added on.

Walker: So what does paramedical cover?

Phillips: Yes ma'am. Paramedical is, um, it's a great question. So if you have a burn that you have and it's scarred your face. If you have a, uh, you've had shingles and it's taken, you know, your face, and now that's no longer the same color as your skin. Or you had breast cancer and now have no areolas. Um, paramedical consists of me going back in, for medical purposes, and creating that areola, so that, you know, that woman feels whole again. And then creating, you know, fixing her face in order for it to be camouflaged with ink in order for it to not be as noticeable. So that's the paramedical aspect of it. That is very, very, very different than just permanent makeup, uh, that's eyebrows lips and you know uh eyeliner.

Walker: What about, you said the words, the birth date or a signature. Is that fine line, or can that be paramedical, or can that be cosmetic permanent, cosmetic whatever? Without saying the word tattoo that's what I'm getting at. Can you come back with another word?

Phillips: And that's a great question. That's something that I can definitely look into, uh, you know. I didn't have to go through anything like this for my location in Austin. But this is definitely something I can come back, and I can, I can figure it out.

Czulewicz: Okay. We really appreciate you coming forward, because, like you said, you could have done it there without even telling us.

Phillips: No, I can't sleep at night knowing that in the morning, I wonder if it's going to have like a, you know, decrease and desist notice on it, you know what I mean? And that's just not okay with me.

CM Czulewicz made a motion to table the item and the motion was seconded by CM Gazda.

Simpson: Um, so, as of today, on item number, uh, five, the special use permit, uh, for the paramedical Fine Line Tattooing business, we're going to table that till we get a more friendly word description. How does that sound?

Phillips: Can do. And do I just present that to you?

Simpson: Yes. But she can still operate correct?

McCorquodale: I don't think I make that decision.

Simpson: Yeah, no, you're fine.

6. Preliminary review and discussion of a proposed 75-acre single family residential development along Lone Star Bend.

Simpson: Okay. Item six, Sara.

Mayor Countryman: I'll just do item six and eight they're both kind of the same thing. I just, I had a conversation with Mr. Fox last night, and it's been noticed that, um, a lot of the new developments that we have coming, as well as those that are fresh, um, the roadways are not wide enough for emergency vehicles, and I want to understand when the Emergency Services come in. Do they come in the planning period? Do they come in the feasibility study? When do they get their eyes? Because the HEB, even though it's 2854 or 105, the city is the ones that the police services. And our fire and our ambulance are the ones that got to be there, and I'd like to have their eyes on it to

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see where potential entrances and exits are, and what their feedback and comments and reviews are. And also the neighborhoods. I'm, you know, Tom, I mentioned where you are, it's tight quarters. And, uh, and if there's a, and if, you know, Mr. Fox and I talked. If there's a house on fire, the neighbors are probably going to go down too because they can't get to it. So, I just want to ask since you're over developments, um, that the commission really keep an eye out and make sure that we have all the approvals and that this important piece is also, um, in the very beginning of the considerations.

Simpson: Well, as you all know, that's going to have to be an ordinance issue with street widths.

Mayor Countryman: Oh absolutely. I'm just saying being...

Simpson: We've been talking about that for I don't how long.

Walker: Every time it comes before us, we say the same thing. Has a fire truck been down there? Has a police been down there? Has an engineer be down there?

Simpson: We always get the, you know, from Chris and everything, that the Fire Chief has looked at it, and you know.

Mayor Countryman: I'm just saying let's be mindful of it because, and maybe it's even getting with Council too, and saying hey, let's really take a second look when we're looking at these widths of Roads, um, because the high density is going to be, there's people there's going to be...

Fox: In the past have we not had Fire Marshall review the plans?

Mayor Countryman: I believe a long few, quite a few years ago, we did as I remember.

Fox: Who's doing that now?

Roznovsky: I mean, the development is following the 28 feet, you know, if there's anything that's not a variance, we get the Fire Marshall involved. People are requesting extended cul-de-sac lengths for turnaround, businesses, uh, we'll get fire Marshal involved uh for any production on roadway before it comes to council. That's something they bring, um, but they follow their rules and regulations and as far as like a commercial site goes, they were required to get fire marshal approval separate from city. The city does not have their own fire marshal, that's done by the county, and they have to get their approval on their fire lanes.

Fox: The current zoning calls for 75 by 120t Lots, what does the zoning, uh, allow for Street width?

Roznovsky: 28 feet.

Fox: That's all?

Mayor Countryman: What is Buffalo Springs? Do you know? Because you can turn around there, those are wider streets. I'm just, so maybe we should look at an ordinance that changes that, or actually in the planning stage, ask for emergency services to give their review before Council approves this 26-foot Road or 25 foot, the variance right outside of the 28 foot, but, uh, I was over in Tom's neighborhood and I think you were too, Mr. Fox. And its tight quarters, and I would just, I don't want a black eye on the city because we didn't take that into consideration. That's all.

Fox: It is a technical issue, and whether Chris can get his team to do that or not, uh, my comfort level would be back with the Fire Marshall review. I mean it's just a failsafe.

Mayor Countryman: So, who contacts the Fire Marshall? Is that us? Or is that the developer?

Fox: The developer.

Mayor Countryman: Okay. And then they put that into there, so then once they get their comments and reviews, that should be in the packet of final approval, correct?

Fox: You know, just as well as, you know, if it pass in front of Entergy, whoever, the light company is, whoever the gas company is, so they know ahead of time what the issues are, if you have to get out there and have dark neighborhoods, are too much light in the neighborhood they will make an assumption of valuation of the street lighting also. So, there's just, you know, things that, and I know it takes time, and we hear that often that we take too long to do all these things, but in the effort to do it correctly might take an extra day or two.

Czulewicz: Dave, as we are reviewing the plats, can we impose a developer requirement that they impose restricted parking on one side of the street as a part of the approval of the plat?

McCorquodale: I don't know the answer to that, top my head. Could you find out because I think that's critical. I'll be glad to research the issue. It's new. I've not seen it. I've seen, obviously, you know, the no parking signs on one side, but not sure. I don't see any reason why we couldn't. But just let me double check because...

Czulewicz: I think until we can get the 28 foot width reviewed and everything, I can tell you where, like Sara said, where I live, if there's cars parked both side of the street, I don't think that a full size fire truck is going to get through. I really don't. And, uh, so one way to alleviate that is in the planning section. I'll go to the City Council's next meeting in fact and request that they, uh, expedite an ordinance that requires those developments within the city that have 28 feet or less Street width, that they restrict parking to one side of the street that is a safety issue.

Fox: I think it becomes also an Enforcement issue. You can't, you know, we have a limited Police Department. You're going to have people out there, I have seen developments where they require the driveway to be long enough. There is absolutely no street parking so that's pretty, that's pretty straight forward. If you want to make a rule, that'd be a better rule than this side or the other side.

Mayor Countryman: Just keep it top of mind. Just because of all the new development, thank you.

White: So, I'm Jonathan White with L2 engineering here to present this new development. And just to touch on Mayor's Point, um, I have already coordinated with the Fire Marshall, so what you will notice about this there's one point of access on this property for 59 lots. Typically, anything over 30 requires two points of ingress and egress and we coordinate with the Fire Marshall on this. We are giving them a divided entry with two 20ft lanes. 20t width is the minimum fire lane width for any commercial type developments. Um, they accepted this as long as we had 28ft road widths throughout the subdivision as well. So Montgomery County is moving forward with a new design manual that will require their standard. Every county only requires 18ft roads for their asphalt, 20ft for their crushed concrete, 22ft for a full shoulder. So shoulder is 22ft, but actually paved asphalt is 18 to 20. Um, they are moving towards only requiring, or now requiring, 28ft widths for either

concrete or asphalt, whether it's open ditch or curbing. And that is a directive for the Fire Marshal. Um, so this is currently not inside the city limit. It is inside the ETJ of the City of Conroe. Um, we're here to see if the city is interested in annexation. If you were not aware, uh, some legislation came out last September that does allow voluntary desertification of ETJ. So, if the city has any kind of interest, we would engage the City to conduct a feasibility study, go through the proper processes and if they move forward with that, they would actually voluntarily decertify from Conroe to allow the annexation into the city of Montgomery to receive city services. Uh, these lots are 132 by 247, so they exceed your minimum 3/4 acre lots, which only require public water. Uh, there may be an option, and likely would be an option, to receive public sewer. We just have to see benefits of and costs associated with receiving city sewer. Uh, but for the time being, we'd only be seeking City Water. So this would feature minimums on road widths. We've received Fire Marshal approval and would actually meet and exceed your minimum City lot standards as well. Uh, price points on the homes would be around 650,000 plus for this section for frame of reference. This is behind Mia Lago, but we access off of Lone Star Bend. Um, we cannot have the connection from Mia Lago since that is a private subdivision. We do have to access off Lone Star Bend. Happy to answer any questions.

Czulewicz: Now with this 3/4 acre lot, I guess you're anticipating no parking on the street?

White: Uh, it would be open ditch. So, I mean, typically, you'd have a lot longer driveway. Um, you know the building lines here will be 25 ft, but a lot of times with these estate lots, they'll be set back 50 to 75ft. Um, so, they give them a lot more space it's also selective clearing for the lot. So, they're not going to go clearcut the lots. They will just clear what they would need to make the improvements.

Simpson: And all the drainage studies are in the works?

White: So, this, uh, there's a canal on the south side of this development. Uh, that connects the Mia Lago Canal into this canal that connects to Lake Conroe. Uh, I communicated with Lake Conroe and SJRA, they have, uh, stated that this is a part of Lake Conroe and that they would, uh, we just review our drainage to make sure that there's no kind of like silt or sediment issues. And then I've coordinated with Montgomery County Engineering Office which we do go to City Montgomery, that would defer to Chris. But, uh, Montgomery County Engineering said if we get it to the lake, which as stated, this canal, there is no detention report since Lake Conroe is natural detention. But we just have to prove that silt and sedimentation, all that stuff.

Gazda: does the property go all the way to Lone Star Bend? Or would you, would there be an easement required for that?

White: So, uh, part of the purchase contract, there is a gap between this property and the Lone Star Bend property. It was part of that contract that they would deed that over that allow us to bridge that gap connected to Lone Star.

Walker: Where on Lone Star Bend are the two entry's? Did you say it was two entries, two 20 foot?

White: I've got a bigger copy too.

Walker: No. Just when you turn down, you turn down Lone Star.

White: Yes, coming down Lonestar bend. And then we'd have median access across. I don't know what the small subdivision is, and that's DH homes.

Walker: I'm seeing trees. What you doing with those trees?

White: I'm only going to clear what I have to do for my infrastructure, he'll do what he needs to do for his homes. But typically they're estate lots and so the idea is.

DH Homes: If we don't have to take down a tree, we don't take down. We require, uh, the pad of the house plus 10 ft on each side and usually 15 in front and back so as long as they're outside that gap of the trees.

Walker: Do you supply the homes with trees, and it's so how many?

White: Uh, we have some subdivisions we do, some we don't. It depends.

Walker: Are you going to add trees?

White: It's pretty wooden now, so the idea is that on the infrastructure side, you'll clear, you know, 6t right away, 25 ft on each side, so about...

Walker: Cuz you know Montgomery is old. And the trees are old. Tree Ordinance. I have to ask the question cuz nobody else is.

White: At this point, we're not coming forward with any variances at this time.

Walker: Great.

White: There may be a road radius variance, but that's about all I can see. Uh, on the, on the drainage, I will say that we are going to, uh, so, there's been a lot of improvements in this area. That canal has been dug. Um, so the flood plain changed drastically. One thing we're doing on the engine side is to restudy this area so we can truly delineate the true flood plain. So we can just make sure those lots are high dry.

Gazda: Well, right now, it's just a discussion. But if this were to come back down the road, I'd be more concerned about the flood planes. There's a lot of lots inside the 100 year and 500 here.

White: We don't think that that's the true delineation, cuz a lot of that flood plan is based on FEMA. FEMA does their studies, last time they did anything, in 2008, which is prior to the excavation. So there's been a lot of improvements and a lot of added area to the flood plan which creates storage, which should reduce the plan. So I already engaged an H&H consultant. They agreed with me that this is probably going to skinny it up. Um, if we're going to propose septic, we have to have $\frac{3}{4}$ acre clear.

Czulewicz: So, how did that area fair with these recent couple of storms that caused all the flooding?

White: I have not been out there, I'm not sure.

DH Homes: I drove out there once, I didn't see any issues. The canal that's there is dug and it's about 8ft deep, and then there's still another probably 20 ft coming in. That's very low level before it goes up to the elevation I think so it's well above the level.

Czulewicz: Those two storms did more damage than I expected. I don't know if you've been down Lonestar Parkway where it crosses Town Creek, but they put all that rock in there over the past year, it's all washed out. The walls behind the rock are gone, so, uh, you know, this whole idea of drainage and flood plain, don't take it lightly. That was a lot of money spent to try and keep that Creek in its bed and it made itself a lot wider.

White: Let me get to your point. This is just a discussion item. I think the thing that they would just be wanting to see is if the city did seek interest, they'd like to have that feedback so we can engage the city engineering. The city can conduct a feasibility study for agreement, your deposit, so we could start that process with the studies to see what that would take.

Fox: This track is well above the flood of record, correct?

White: Uh, yes. I mean, all of these lots are going to be well above the lake.

Fox: Do you know what the flood of record is elevation wise?

White: It likely isn't going to be above 207.

Walker: These houses are going to be like right across the street from, um, when you drive let's see, that's on Lonestar. They're going to be on the back side of those other homes that are, um, Bodart.

White: If we receive flow from all those lots, so we would have to have an addition to capture that.

DH Homes; We're not building small houses. We're building 3,000 to 3,300 sq ft houses, and we're going to be in 600 to 800,000 range.

Simpson: Okay.

Gazda: I have no other comments at this point.

Simpson: Okay, thank you.

7. Consideration and possible action on calling a Public Hearing to be held on July 2, 2024 regarding a proposed amendment to Chapter 98 of the City Code of Ordinances.

Mayor Countryman: So, I saw, uh, in a meeting earlier this year where a gentleman from Grace Point misspoke and stated the event venue when presenting to y'all. Uh, what prevents a location, which means venue, location by definition is venue, or venue is by that definition is location, from having a birthday party? Prevent the insurance company from holding a class or having a picnic after the class? Why can't any location host a wine and Cheese party? I personally have attended several parties such as wine cheeses, brunches and several locations in the city and none of the locations have needed a permit like this. Why is this any different? The key to this tonight is, don't use the 504 Caroline location as the reason for a change of the definition in this ordinance. We represent the City city-wide, not just a location. If you want to modify the ordinance, use the

activity, not the name or word venue. Venue is the same as rental and we don't have a definition for rental. The word venue by definition is location. Not activity. Rental isn't in our ordinances. Venue isn't in our ordinances. Short-term rental isn't in our ordinances. All of my research only has stated that a special event permit is only applicable for city-owned properties everywhere I lived in the state of Texas. So would you have an event, a parade, or a wine event, or a festival. That's what I found. That's when you needed this kind of permit. My question is what is in the current ordinance that's written today allows the city to hold events in the City Community Building as a venue? What is the definition of the community center? And what activity is proposed amended ordinance are we trying to define? My suggestion for consideration to the commission this evening, let's let KKG write the ordinance since that's what they are hired to do. They are the experts, not anyone in this room. They are evaluating all of our ordinances, let's allow all of the locations to allow all the events and all the parties and let's let them help with that definition since we're paying them a nice price to do so. And I have been to, I've held, I've had parties at places in venues, downtown businesses downtown, and we didn't have to get a permit for that. There was just a veterans event downtown at slice of Amish and there was not a permit for that. 504 Caroline is wanting to host a wine happy hour, or if somebody wants to have a birthday party on their grounds, or just letting somebody be on their grounds which is what all of these other businesses do when they have different vendors come in and sell their wares, or I've had an election party there. I just feel like, um, this is more toward a one location versus a Citywide issue, thank you.

Czulewicz: Who submitted this?

Simpson: When they presented the, um, event, it was an outside vendor that was using the property, and not the building owner. There was no, there was no restroom facilities being offered. No sanitation. No parking. Anything of that nature. It was an outside vendor using his piece of property.

Mayor Countryman: My understanding is, um, so, somebody wanted to host a realtor happy hour. They would allow a build because this is a builder and an insurance company in the building, so if they wanted some realtors to come look at their product, they could have host a happy hour there and let them see their product. The house is beautiful on the inside, why would they need a permit for that now?

Simpson: Sara, that's what we're talking...

Mayor Countryman: But if Sarah wanted to host a birthday party there, um, I'm okay with getting bathrooms if I have to. Or can I use the bathrooms inside the house? I guess that's part of my agreement with the owner of the property, right?

Simpson: Well he sat there and said no one was allowed to be in it. It was just, they were just renting the ground, okay? No one was to go inside. You take, um, you know Hodge Podge, or not Hodge Podge Lodge, uh, um, and they are event centers. They host events, they have facilities, they have, uh, toilets, they have, they have everything. They're on property. The one thing what we're concerned about was just no supervision. We're just going to rent this piece of ground out and have at it. That's what we're trying to, to get at, is if it's, you know, Chandlers and all that. Those are event centers when they hold that event. If you have a party there they have someone there

Mayor Countryman: But Chandlers is a restaurant by zoning, it's not an event center. And Hodge Podge Lodge. My understanding, too, is when the owner sells the property, that's when the special use permit dies. Well Hodge Podge changed owners, yet, that permit is still alive. And he's now 100% Event Center. But he was a restaurant originally, right? Um, we have Texas Beyond, they host parties on that patio, which by the way, I can't find a permit for. That patio that was built but they're hosting parties.

Simpson: Who's that?

Mayor Countryman: The purple building.

Simpson: Yeah, but those are events inside their particular building. They're not, she's putting those events on as tenants of her building. They have restroom facilities. If you know 504 holds an event, where are they going to go to the restroom?

Mayor Countryman: I didn't think that they would, well, they could either get, I guess, they get the porta potties.

Simpson: Where are they going to put the porta potties?

Mayor Countryman: They've had them there before. I've seen them when they had their grand opening. I went into the porta potty. It was the Silver party.

Simpson: I mean, you know, it's a fine line of what you know. What we're looking at, one thing we're trying to do is get a definition of...

Mayor Countryman: and that's what I'm saying. Just, let's let KKG do that since this isn't their first rodeo.

Simpson: And the only thing I'm concerned about, why can't I go buy Larry Jacob's piece of property and make that an event center? Just the ground, and just rent it to anybody?

Mayor Countryman: So, Larry owns it so you have to get his permission.

Simpson: What's that?

Mayor Countryman: Larry owns that property. You have to get his permission.

Simpson: Well, what I'm saying is, if Larry, if he want to turn into an event center and just rent it out, then anybody, where does the liability fall?

Mayor Countryman: Where's the zoning? What is he zoned?

Simpson: He's zoned...

Mayor Countryman: Is that parking lot zoned anything different?

Simpson: Not the parking lot. I'm talking about a piece of property by gyms.

Mayor Countryman: Oh, sorry. I was thinking...yeah, yeah, yeah. So commercial. It's got a very, he got a special use.

Czulewicz: How do we handle the music festival that goes on every year over by, uh, Spring Road?

Mayor Countryman: Um, well. That's not on city property. That's, uh, it is on ransom's property and he does get an event, he does get with police and he does get a permit.

Czulewicz: Okay.

Mayor Countryman: Dave, is that right?

McCorquodale: I think, so I've not been part of that process.

Czulewicz: That's what I think we're looking at.

Simpson: I was concerned about...

Mayor Countryman: My thing is, this guy just wants to allow people to rent out his yard. And I was like why do we have to have an event like a permit for your yard? Um, when all these other businesses are having events and their yard. On their front patio. In their parking lot, and not getting permits. Event is like I said, venue is a location not an activity. I think we're talking about the activity that's going on not the building that's going on. That makes sense.

Simpson: Okay. Well, how are we going to handle the parking at that?

Mayor Countryman: So, I mean, that's how do we handle it today when there's Bingo down there? Do we make sure that they only have so many people that they're parking all over downtown the public?

Simpson: I understand that, Sara, but there's parking wars going on now, and if this event center has 100 people coming in, just like I explained to that the gentleman standing up there, let's say he calls an event, the gentleman that's supposed to be doing this, it's not the building over there. Okay? There, on a Saturday afternoon, there's five things going on downtown, okay? He has an event, people are coming in for this event, there's no place to park. Guess what, they're going to turn around and not come back. The people are trying to get to the Crawfish, or Toms, or whatever. And coming in, there's no place to park, they're going to turn around and go home. They...

Mayor Countryman: The crawfish place is packed all the time, and...

Simpson: But what I'm saying, Tom's overflow is taking up somebody else's spot.

Mayor Countryman: I mean at the end of the day, parking is, you know if Tom was kind about people parking, that doesn't go into his restaurant, he might, it might be successful for him, right? I mean, parking is a challenge, but say time we have businesses that don't have one parking spot. That's against our ordinance. That didn't get a variance. I mean, there's issues here and I just, again when somebody wants to run out their property, and maybe that we say, okay, you have to have a bathroom...I don't know what the answer is. That's why I wanted to leave it up to KKG who are the experts. Who probably have seen this before to say, okay, we're paying y'all a whole bunch of

money to look at our ordinances and help us with our future planning of the city. What would you suggest because I'm assuming they probably have done this before. And I just don't think the wording is exactly what we're looking for. I feel like it's more toward one property versus something that can be Universal, from city limit to city limit boundaries.

Czulewicz: I think the general issue is, well, it always winds up, is parking. It also is a matter of, I mentioned to you earlier, is, uh, if there is a large group of people going to be getting together someplace within the city, I don't care you don't want to call a venue you can call it a location, the host should be required to notify the chief of police and the fire chief in advance so that they know that that area is going to be congested.

Mayor Countryman: I don't disagree with that. That's a great idea. But what are the terms? Is it 10 people, is it 75 people that say, okay, I'm going to have 75 people, I need you to know that this is where they're going to be, or is it five people? Like, I think that there needs to maybe be a delineation but, um...

Czulewicz: I think that in the warning that's been submitted is just there to think about. But I think that it should be, you know, say in excess of 100 people, and it maybe even define number of cars so that...

Mayor Countryman: Who's going to police that, though? Cuz I'm not going to go look at and count heads and count cars and ask people you know. We have a business owner already that goes and ask his table what their license plate numbers are and then he goes out to their parking lot to check.

Czulewicz: I don't think the policing is a problem as long as the police and the fire chief know in advance that that area is going to be congested. I think that's the goal that we should be looking at. I agree because we know, I hope, while your term in office we find some solution to parking in the historic district. I think the building that we're trying to sell should be a parking lot.

Mayor Countryman: Amen. Because it's not good for anything else.

Czulewicz: I'm serious. You know, we should have an improvement district where we can collect some taxes to help pay for that parking lot. And we own it already, so I don't know that we have to sell the building out of there and make it a parking lot.

Mayor Countryman: Jacobs wanted to put a parking lot. He was going to allow the city to use his parking the property behind Jim's, and that ball got dropped. But he said yeah we had the parking spaces. Chris, you worked on that with us, um, and he was fine with it, but back to this, I just wanted to say like, let's let KKG, cuz I think that they probably have a better idea that would be better for us than just trying to fit something into one spot.

Simpson: Okay. What we're here for is to call a public hearing. So what we need is input on how this amendment to this ordinance needs to be worded.

Mayor Countryman: My opinion is, let's don't have a public hearing, let's let KKG handle it. That would be my recommendation.

Simpson: Who?

Mayor Countryman: So, the people that we have hired for planning.

Simpson: Oh, I got you. But when is...

Mayor Countryman: They're supposed to have all ordinances...

Simpson: You know, I don't know how many of these people we've had in the last how many years.

Mayor Countryman: I mean, how, you know, how long is this, we had nobody to help us with our ordinances, and we don't have staff doing ordinances, so we need, this is a great idea to have a third party that's done it and has wording help us get modernized.

Simpson: Dave, when are they supposed to come back with some type...

Mayor Countryman: This week.

McCorquodale: So, that is not the ordinance thing. That's the master plan.

Mayor Countryman: We can get with them and ask them like when that process is.

McCorquodale: Gary and I were asked to set up a time with the consultants via email either yesterday or today. To talk about the interim ordinance so that would be the full ordinance, the unified development code, the kind of recodification of all of our development, um, ordinances and regulations, is probably about six, you know somewhere between 12 and 16 months out. Um, the interim ordinance, which would be kind of a collection of things that the City feels like it needs to move on sooner than that, to get ahead of some things, so Gary is supposed to be narrowing down a scope of that with the consultant again whenever we set up this meeting.

Simpson: Would this qualify for a special need, just look at it quicker.

Simpson: Just table it. Table it till we get something from you and Gary?

McCorquodale: I would just let the...I wouldn't table it, just let the item die.

Simpson: Okay.

McCorquodale: Right, you know what this means? You know practically is, you know if someone you know has property that they want to, you know, rent out as an event venue, it would be in violation.

Simpson: Well only thing we can do is let's see what happens, right?

McCorquodale: Right.

Mayor Countryman: Hopefully it's not too long. Then we can get these done. I've not done this process before but I think if we let them know it's a Hot Topic and maybe we can give them three or four ordinances to work on, um, in immediate short term, I think it's worth a shot and if not then maybe we pick it back up.

Simpson: We'll just we'll see what happens there.

Mayor Countryman: Yeah, if something, sure you know, we'll meet with them. I meet with them on Thursday. I can certainly ask them tomorrow. Is it tomorrow, or Thursday? It's one day this week. But, no it is Thursday. No. Yeah. Anyway. It's one day this week. I will ask them myself.

CM Czulewicz made a motion to table the item and CM Gazda seconded the motion.

Simpson: okay we have a motion to table and a second uh for the special use permit um and we're just going to table us right now indefinitely till we hear information back from Dave and Gary.

Walker: Because they gave us a window, they'll give us a schedule.

Czulewicz: Yeah. We're just not going, we're not going to move for that.

Walker: So we're not going to worry about 6 days from now, when the staff window over publishing, legal, so all that is squashed? Okay. Who's taken that up, and um, so, Sara said she was going to talk to um, uh, KKG? So is that if Sara's going to do it are you doing anything and letting us know as all so it'll be covered and we'll be emailed and let know?

Chairman Simpson called for a vote and all commission members voted AYE, motion carried.

8. Review and discussion of a Feasibility Study for a proposed 16.75-ac commercial development at the southeast corner of the intersection of Eva St./SH105 and FM2854 by HEB Grocery Company LP (Dev. No. 2402).

Roznovsky: If you go your packet, you see a copy of the feasibility study that we presented to council last meeting. I'm going to hit the highlights. So your packets pages 48 and 49, you'll see two exhibits. I'll just top from there, that's relatively straight forward. So, you know as stated item, this is for be at the corner Southeast Corner 10524 they are it's a 30 acre parcel in total. As you'll see on that exhibit, the HEB would be on about half of that, about 16 Acres. The remainder would be mix use commercial. This feasibility study is only for the 16 acre HEB, uh, so they do have an agreement with the seller who owns the rest of the property, uh, to provide grading and detention. So, all that will be done as one phase across the entire site the actual utilities and this feasibility study is only based on the HEB portion whenever that next you know those commercial paths want to develop that'll they'll start the process, separate to do their own analysis. So, just keep that in mind. So it goes back and forth the entire 308 but all the numbers the costs the values are all basic 168, so you look on page 49, they have a rough site plan in there, uh, there's no building just more kind of the general layout are proposing the fuel center, car wash, and the store itself on that property. If you go, if you look at the executive summary of our report, a couple highlights today. So, from a water capacity standpoint, there is additional water plant improvements that are required, chiefly being a booster pump at water plant. That capacity at the moment as this development and all the other development that are feasibility because you all seen there a lot of potential developments in the city. Continue to push the new water plant and new sewer plant all those projects continue to move forward especially as they actually commit timelines on all of those as far as get water to the site. They would be required to extend it, if you look at page 48 packs see that proposed extension to their boundary and then when the next development comes in the commercial they would extend it the rest of the way and we would propose to have cross 105 at that time to close a loop in the system so we don't have two dead lines going out to the east side of town. Uh, regarding sewer capacity it's pretty much the same thing as you all are aware as

we discussed last time. The city has awarded a project to start the design sewer extension project. So, that is underway as far as getting actual utilities to the site. A short sewer extension that will be continued on, as you'll see in Page 48. Going through the development cost, you'll see on the executive summary on page 41 of your packets, uh, the estimated public infrastructure costs around \$140,000, and then impact fees. These are based on the new proposed rates that will be on Council next week to approve. Uh, approximately \$70,000 for water impact fees and \$60,000 for super impact fees just for 16 acres. So you look at the valuation of the project. So, this does not include sales tax, which will be a huge generator of sales tax for the city. This is only based in the ad valorem tax so they're looking at about a \$12 million development, which generate about \$45 million in additional tax revenue per year. Couple other things to note on the development so...

Walker: Hold on a second what did you say, 45 million?

Roznovsky: \$45,000. One thing that was brought up. I believe it was by P&Z previously, if not it was another board, was make sure that the Charles B Stewart home site and historical Marker on that site is to taken into consideration. We have discussed that with HEB the new plan we don't have any details of that now but we plan to do some monumentation on the site which we recommend just to be part of development agreement that's recorded in there. They do very similar to how we got the entrance Monument the Simmons Bank that was part develop development agreement program. Something goes into water and sewer, uh, drainage. I've talked about, has been talked about a lot tonight follows Montgomery County. Material also. This site outfalls TxDOT. So TxDOT will be involved and improving their drainage, they will be accepting as well. And as I mentioned, they would be putting in detention and grading for the entire site, not just their...

Walker: TxDOT or HEB?

Roznovsky: HEB. Uh, traffic and transportation. Again, these are both tied into TxDOT roads on their two courses. So, they would be going with them, um, to get their approval for the driveway connections. As far as the, uh, as far as, Fire Code goes, again as a private have to...

Walker: So, HEB is going to have a, uh, gas station, car wash, and grocery store?

Roznovsky: There's a, so, if you look on page 48, there's a site carved out on the hard corner. So, immediately to the east of that is where the fuel station and car wash is proposed, and then the HEB itself extends back other than that kind of the high level item. So, you know it's already in the city, so there's no annexation required. It's already Zoned commercial. There's no zoning, rezoning required. Based on information provided thus far, there is no variance and as far as the timeline, HEB, as a company policy, does not permit timelines of when they will build. However, they are actively looking at the site. They have not committed to one for actually open so this just a report for information, any questions?

Gazda: The only thing, I mean, I know this is just kind of review, ideally, is it Walgreens or CVS? Wherever that lets out, ideally that street that's, I guess that'd be the most, northern most Crossing Street on their plat would line up with that. Cuz I can definitely see traffic kind of trying to jump from CVS to HEB, and for...

Roznovsky: Yeah. When you look at their site plan on 49 they're slightly offset.

Gazda: I know we're not looking at plat or anything today, but that's just something that caught my eye. So they would do all the land work, but would they do the infrastructure? Like the streets etc., or are they just doing just the site?

Roznovsky: So, if you look on page 49, the streets, and just their 16 acres. They would stub it out to continue, but the streets on the eastern side would get constructed by separate...

Gazda: Just like the utilities.

Roznovsky: Correct, but the ponds that are shown on both the east and west side overall grading of the site would be done at beginning.

Walker: Do you know if they're going to keep at a hill.

Roznovsky: We don't have that level of, I would assume. I don't think that they're going to be able to cut it flat but they're definitely going to have to try. The next step is, the developer will request a development agreement with the city since there's Public Utilities to be installed and then it will go through the normal process of plan reviews and this group what it's a variance that would require...

Czulewicz: This is just review and study. So we don't have to make an approval right?

Roznovsky: Correct.

Gazda: Does city council take an action on it? Approve...

Roznovsky: They just accept the study. So you know accepting a study does not commit the city to providing service. It does not commit City until their all really wrapped up in the development agreement.

Simpson: Sara, did you want to speak on eight?

Mayor Countryman: I already did. Just making sure that okay the roads are wide or that this like I said the state highways but make sure that the

Simpson: Okay.

Czulewicz: Is there a traffic study attached to this?

Roznovsky: Not at this time. So, they would be required to submit impact analysis to TxDOT and TxDOT would require like turn lanes or deceleration lanes into their site. So, they had to submit their traffic study which is the Pulte development on 1097. They submit the traffic study to TxDOT. The city wasn't involved in that process, uh, but the study said okay before phase one you have to install the right turn lane, the two the left turn lanes, and then you build with you have to install so that's...

Czulewicz: So there'll be, when the whole thing is done, there'll be two entrances off of 105?

Roznovsky: Here, uh, right now, I think there's two. Oh, there's two off of 105 and two off of 2854.

Gazda: Three at least for the 49.

Walker: One, two, three, not counting the one on 105. Well there'll be two, yeah, and it says Behind.

Roznovsky: Correct.

Czulewicz: So, they'll be winding up putting it extending that turning lean there.

Roznovsky: Potentially. I can't speak to that.

Gazda: And whenever you compile your recommendation, all that TxDOT information is included per usual?

Roznovsky: Correct.

Gazda: Just for documentation, and that's just proposed at this time.

Simpson: All right. That's all I got. I know a lot of them have left but I want to thank y'all for coming in. Uh, it makes our job easier, uh, just like we were talking earlier. Ordinance or guidelines it's not black and white, and we have no idea what citizens are thinking unless you all come in and give us your opinion. Like Sarah and I going back and forth, you know I've changed a little bit of my mind on the special use thing, now, so it helps us. Um, and you know, come back anytime if you have any concerns. Get up and talk and, you know, that's the only way to air things out. But I appreciate y'all being here, cuz without y'all...

Walker: We don't know.

Simpson: Yeah, we don't know behind the scenes. We found out a lot the last meeting. We can, you know, sit up here and we have, we made decisions and all. Once we're giving feedback, why in the world did you do that? Well you know, we're up here as individuals too and the ordinances aren't black and white. You have to, this has to be this, has to be this, has to be, so...

Walker: And we're going off. Sometimes we go off of just one person telling us something, right? One person, and they tell promises the moon but we don't know anything about the neighbors or the people that it, you know, comes into play with a lot of times so.

Simpson: And there's things that we have, you know, decision making powers over, and there's some that we don't, um, so that being said, thank you.

Walker: Thank you.

Simpson: Anybody else?

COMMISSION INQUIRY:

Walker: Oh, wait. Can we have the dumpsters on the agenda next time? What we can do about them? Are you going to just send us the email?

McCorquodale: I'll certainly put it on the agenda.

Walker: Maybe that's something we can bring to those people. Maybe we can do an ordinance.

McCorquodale: I don't really think she wants any ordinances brought that are any type of planning related until the consultant works on it, which isn't a bad recommendation.

Czulewicz: We got to bring their attention, yeah, we got to bring these specific things like events and dumpsters because there probably not in their vision.

Mayor Countryman: Well, we're pay...

Czulewicz: I understand. All I'm saying is we got to get it, things to do they don't know what.

ADJOURNMENT

CM Czulewicz made a motion to adjourn and the motion was seconded by CM Gazda with all Commission members voting AYE, motion carried. Meeting adjourned at 7:41 p.m.

Submitted by: _____ Date Approved: 8/06/2024
James Greene, City Secretary

William Simpson, Chairman

MINUTES OF REGULAR MEETING

July 2, 2024

MONTGOMERY PLANNING AND ZONING COMMISSION

CALL TO ORDER

Chairman Simpson called the meeting to order at 6:01 p.m.

Present: Tom Czulewicz, John Fox, Bill Simpson, Merriam Walker

Absent: Daniel Gazda

Also Present: Dave McCorquodale, Director of Planning & Development
Katherine Vu, WGA Consulting Engineers, City Engineer
Diana Titus, Deputy City Secretary

VISITOR/CITIZENS FORUM:

None at this time.

CONSIDERATION AND POSSIBLE ACTION:

1. Consideration and possible action on the June 4, 2024 Regular Meeting Minutes.

Dave McCorquodale said staff was working hard to finish the minutes before the meeting and was not able to complete them.

Motion to table the minutes was made by Tom Czulewicz and seconded by Merriam Walker.
All in favor. (4-0)

2. Consideration and possible action on a Special Use Permit application for a paramedical and fine-line tattooing business located at 14375 Liberty Street Suite 105, Montgomery, Texas 77356 (tabled 6/4/24).

Bill Simpson said they tabled this item at the last meeting to see if she could verify wording. Dave McCorquodale said in speaking with the city attorney their guidance is the license or the act that she is being licensed for by the State is called tattooing. He said our table of uses calls it a tattoo parlor and thinks the recommendation needs to necessarily include that, but again with whatever conditions if you wanted to recommend approval on it, it would be with whatever conditions you decide. Tom Czulewicz asked if it has to go to City Council plus have a public hearing. Dave McCorquodale said yes. The City Council's step will be to call a public hearing, they will receive your report, hold their public hearing, and then they will act on the ordinance assuming they are going to allow it.

Tom Czulewicz moved to approve the use of the Special Use Permit application for a paramedical and fine-line tattooing business located at 14375 Liberty Street Suite 105, Montgomery, Texas 77356. John Fox seconded the motion. The motion carried with 3-Ayes and 1-Nay vote by Merriam Walker. **(3-1)**

3. Presentation and discussion of a proposed 50-acre mixed use development west of Cedar Brake Park along the north frontage of Eva Street/SH105..

Jonathan White, a civil engineer with L Squared Engineering introduced himself and Justin and Tom with Gracepoint Homes representing the development. Jonathan White said Justin had put together the presentation packet. He said this is an approximate 50-acre development in the park just west of the heart of town and west of Cedar Brake Park. This will be an extension of Caroline Street where they will have a couple of different types of products. Gracepoint Homes will be pitching about 71 lots that will be 45-foot wide frontage by 110 and those are alley loaded lots and they are trying to look at more of like a streetscape style home very similar to the product that is on the west side of the park currently there. The other ones are going to be 50 x 100, 27 lots of those based on this current land plan are going to be garage loaded through the front. Price points for the homes are \$550,000 to \$750,000. It is going to be a higher end product.

Jonathan White said the vision of this is to be able to have a double fronted boulevard landscape style road extension from Caroline and all of those homes are going to be alley loaded so they are really looking for the vision of the streetscape connectability through the historic district and back into downtown so they can have some walking trails or golf carts to be able to get into the heart of town. There will be a couple of variances they would be ultimately seeking. Tonight they are just here to present the project and get your general feedback so they can make sure that things work on their end and come back. The next step would be the feasibility study with the City and the city engineer and then variance requests and plats.

Jonathan White said there is going to be a commercial component along Highway 105. There are two tracts consisting of one acre and two acre commercial tracts that will be a frontage and they will have to see what kind of uses they are going to have there. The 13 acres of mixed use really depends on who the user may be but they are thinking it could be professional offices, retail, restaurant style, two-story building style, trying to really sell it to a few Houston developers who can come up here and put that type of product on the ground.

Tom Czulewicz asked if he was talking about residences above the businesses. Jonathan White said no residences but it will be like offices on the second floor, restaurants on the bottom floor, and maybe some retail pieces. The lake detention would be amenitized, he is thinking a restaurant view of the lake.

There will be a comprehensive drainage study on this so this is the upper end of Town Creek that you have had some issues with downstream. He is also working on the Tri Pointe deal which is west of this and is 108 acres and they are currently working on a drainage study there so they are looking at that 108 acres for drainage and this 50 acres for drainage and they will make sure that everything ties in together well where it is not one person working on that whole picture makes it look better and can make sure that it works as a whole.

Jonathan White said he wanted to present this to the Board to get their general thoughts and feedback and he is happy to answer any questions and also the development team is here to speak on the product and style of the development that they are looking to put on the ground as well.

Tom Czulewicz said he would not approve any lot size narrower than 55 foot. He also said when you show the alley and say 71 lots are alley load, does that mean that the people will be driving

into their garages off the alley. Jonathan White said yes. He said on the third page of the packet there are two styles of the houses. The front two are going to be typical where you have the driveway and the garage that are front loaded and the alley loaded will not have the garage up front and that is the vision you will see as you are driving down that boulevard section. It is more of a beautiful style street scape and because of that there is a lot of sacrifice. There is twice as much concrete, double size of the roads, and then you have the alley so the density goes way down. Typically with 45 foot products or 50 foot products you are going to see price points in the \$250,000 range maybe \$225,000 range and these are going to be higher end products on a lower end lot because of the sacrifices they are making on the development side.

Tom Czulewicz asked if he was developing the covenants and restrictions. The developer said yes they would. Tom Czulewicz said the only way the 18 foot alley is going to work is if you have in the covenants and restrictions absolutely no parking in the alley. Jonathan White said they do not promote parking in the alley ways. Tom Czulewicz said you have to be able to enforce it because fire trucks are nine feet, nine inches wide and if a car is parked there a fire truck cannot get through. Jonathan White said they would not promote any type of fire lane access from an alley but they would be front loaded. They still have street frontage and so the fire trucks would access from the frontage, they would not be accessing through the rear.

Tom Czulewicz asked how wide is the street opposite the median. Jonathan White said 28 feet. Tom Czulewicz said he is going to ask the question he asked before and been given the wrong answer but is that 28 feet flat street surface not counting curbs. Jonathan White said it is back a curb to back a curb it is a 26 foot face. The boulevard section is actually going to be six inch curbs and most likely since they are not going to have driveways it will be 27 feet face to face. He said he knows the Mayor brought up a concern at the last meeting when they pitched the Mia Lago development where there were concerns about roadways. He said he knows the City's minimum is 28 feet and a lot of you had a question on minimum street widths if that is something fire marshals look at and is something they have approved or looked into. On Montgomery County's open ditch subdivisions their minimum requirement for paved road is 20 feet wide and that is all Montgomery County requires. The Montgomery County Fire Marshal's office because of the County engineering office is updating their current development manual they coordinated with the Fire Marshal's office. The Fire Marshall asked for 28 foot minimum paved roads that is back of curb to back of curb so if you have a rollover curb that is 12 inch curb on both sides that is 26 foot face to face. This is the minimum requirement the Fire Marshal wanted to set for over the entire County and the City has a matching cross-section for that. Tom Czulewicz said he sees there is a 50 foot street coming in which you want you look at that future College Street but that is good there and then you have the median which is a good extension of Caroline Street and asked if he was saying at either side of the median is 28 feet. Jonathan White said on that part yes. For the other lots that are going to be driveway fronted that will have the driveways in the front those will be 28 foot, still two lane 14 and 14 but on the boulevard section you have 28 feet on both sides. Tom Czulewicz said you are showing 50 foot for the street on the other. Jonathan White said that is the right-of-way. The 50 feet is the public right-of-way and that is the right-of-way width that they dedicate and the 28 foot road is within that 50 feet.

John Fox said one problem he sees is the extension of College Street and Caroline Street. Today neither one of those streets would handle any kind of traffic more than what they have. Jonathan White said that is why they have the boulevard entry on SH 105 that is going to be the main point of access. There will be some coordination with TxDOT. He said he knows they are doing a raised median project through town going west so they will have to coordinate with them about potentially getting a left turn lane in if that is even possible. John Fox it sounds good as you do

not have an exiting on SH 105 but any traffic on those two streets today is going to be whatever it is five cars, 10 cars, or 20 cars they are not in that kind of condition. Jonathan White said he understands and believes that Caroline is what the County minimum was around 20 feet. John Fox said we keep referring to the County and maybe they need to improve their standards beyond the County. Jonathan White said you all have your own set of standards. He was just referring to the County because the County did confer with the Fire Marshall's office to find out what they would require. John Fox asked if the Fire Marshal would make a review of this plat. Jonathan White said that is a big question right now which is when and if they get the review. A part of their due diligence is they like to involve the Fire Marshal. The Fire Marshal then sends it to the local fire department in town.

Bill Simpson said his only concern is not everyone is going to use the main entrance off of SH 105 and like John was saying the street width on College and Caroline cannot even carry one car. Jonathan White said correct. They want to be able to promote access from this development into downtown and no one is going to want to get onto SH 105 to go east towards downtown so connections with sidewalks on the west side of the park have sidewalks and they try to connect that over the bridge crossing that is there right now so connectability with sidewalks and things like that for pedestrian movement.

Bill Simpson said he knows they do not have the drainage study done yet or even looking at it yet. Jonathan White said it is actually in process. Bill Simpson said that is going to be a main concern. He said you sat here at the last meeting and we have a mess in town and that is something they really need to look at with the engineers is not only the effects that are going to be in your property but what it is going to affect downstream and future if you can predict what is going to happen upstream that will affect your properties. Jonathan White said what the County typically only requires them is the study of the hydrology that is going to be the flow characteristics of water so it is going to be flow rate. They detain to make sure they do not increase flow. For something like this they would like to study the hydraulics which is going to be your water surface elevations so they are going to do two checks. He said he met with the County yesterday in fact where they provided them the hydrology and the hydraulics and they were like why did you provide those, we just wanted the hydrology and do not care about the hydraulics. They had the discussion that they prefer to give them the extra level of detail so they can say they have reduced flow but it also has not reduced water surface elevation. Typically those two go hand in hand but providing that extra level of detail does help them paint that picture to any concerning resident. They are doing a full H&H which is a little beyond what the minimum requirement is especially since there is some flood plain involvement on that west side and they just do that as a double check.

Merriam Walker asked if they are going to build three houses right across from the park in succession with those other four homes. Jonathan White said yes, part of the acquisition is that corner. He thinks originally it was going to be a commercial corner. Merriam Walker asked so it was commercial and you are going to ask for it to be changed. Jonathan White said he does not know if it is zoned commercial or not. Dave McCorquodale said his sense is it is probably zoned commercial. He said you could use it for R1 without but if you were going to put houses on there you would want to go to an R1 zone.

Merriam Walker said her other question is she sees water and one of them says detention and then she sees like a pond and she thought there was water all the way through in that area and she sees houses that are between the detention pond and the other one that does not have anything written on it. Tom Czulewicz said that is creek detention. Jonathan White said that is

a little channel that is across from city hall but if you look it is a little depression of channel especially where the sanitary sewer follows that location. Jonathan White said they will put detention but the likelihood of it actually holding water that is usually in design if they may need some extra dirt they can make that happen. The intention on the west side where it says lake that would be amenitized and the ponds on the east side may or may not be. Merriam Walker said she was just wondering as that is water there and she sees houses that you are proposing to build there. Jonathan White said they would have to build that up. Tom Czulewicz asked if it was wetland. Jonathan White said it would not be a jurisdictional wetland. He said jurisdictional wetlands usually only occur in a flood plain.

John Fox said on College Street you have several homes backing up to College Street and then the subdivision to the north. He asked how would they treat that property line there. Jonathan White said they are actually going to front. Their proposed road they will not front. John Fox said he is just asking about a barrier at that location. Jonathan White said College is supposed to punch through. There is a question that if there is a one foot spike strip that would prevent them from connecting to College Street and those are things they do not even know if they can extend College Street or connect to College Street at this point and those are things they are working through due diligence right now if that is even a possibility. Bill Simpson asked so that entrance may not even be feasible. Jonathan White said correct. He said he believes the previous owner of the tract to the north may have put a spike strip there.

Jonathan White said he knows you engage some consultants to relook at a comprehensive planning tool. It is going to be done over the next couple of years. These are products they may be very familiar with in these type of areas. They are not a normal type of product you would normally see so he encourages any kind of conversations with them to say we do these types of developments and these are other things that we would typically see in terms of alley loading or density, lot sizes, and valuations just to show they are not trying to maximize.

Tom Czulewicz said he is going to be opposed to anything less than 55 foot with a 10 foot setback on the sides. The developer asked is there a reason why. Tom Czulewicz said one of the reasons why is because of the parking that drives a lot and the other is the proximity of people. If you are going to put the lots that small just make row houses and do not put individual houses. Make it multi-use and put row houses through there and that way you do not have any issues with side yards. He said with five foot setback you cannot put air conditioners. If someone wants to put in an emergency generator they do not have any place to put it unless you wire it up from the back so that it can accommodate them to be able to put the generator in the back. His other concern is emergency response with the streets. The 28 foot street with the 25 foot flat area if a car is parked there on either side of it the truck cannot get through. Fire trucks here at the fire station down the street are nine foot nine inches wide. Jonathan White said even with the County Fire Marshall's approval with the street widths that they would proposed is still a concern. Tom Czulewicz said yes it is absolutely. He said he worked as an emergency planning manager for a county and ran through this stuff for years. He saw people die because of the fact that the fire emergency vehicles could not get there and it was because you cannot enforce parking and that is the problem. You have this 18 foot alley way and unless you have some way of putting it in the covenants and restrictions to have absolutely no parking in the alley way you are not going to be able to enforce it. The developer said they have built these types of communities in Shenandoah and they have the same size and no one parks in those anyway. You use it to get into your garage. Tom Czulewicz said what happens if you have a family with two teenagers and you have four cars and not enough room in the garage or they do not want to cycle. The developer said there is a driveway that goes up to the garage some on that portion of the

driveway but it does not extend into the road and the road is typically a one-way anyway so if you parked there you would be illegally parking and your car would be removed. Tom Czulewicz said that is what he is talking about. You can build it and everything and if you do not put it in the covenants and restrictions. The developer said they would not have a problem. Jonathan White said they would not be trying to promote the parking in the 18. They would promote emergency vehicle access should go through there and that is something they would not do. The developer said the benefit for the alley for them was to keep all of the cars off this main boulevard and keep flow going into the City walkability park and also keep garbage cans off the street. Tom Czulewicz said visitors are going to park in the front if the front entrance is there. Visitors are going to park right in the front. Dave McCorquodale said one thought on the separated road if you have 28 feet on both sides because he thought it was one lane each way and that it would be a one way, but if you made that boulevard section one way with the current width then you solve basically your parking. Jonathan White said they would have a nine foot parking space parallel parking along the roadway and the rest would still have 18 feet left for a single drive line. Dave McCorquodale said in looking at it, it feels like the boulevard has more than enough room with some other tools in the tool box to look at. He said to the alleys, the way that they keep cars out of the alleys is that those are not needed over to the City whereas the City has a real hard time saying no you cannot park here those alleys would very likely I do not know if you are 100 percent but the City's position would likely be that those are going to remain a private alley. They are effectively like a driveway. He said that is what the ones at the park are over here. The alley that is on the back side those he is 99 percent sure are private. Katherine said they are private. Jonathan White said those are plotted as an alley but are privately maintained. Dave McCorquodale said those deed restrictions are able to have some teeth in that alley. Tom Czulewicz said he understands and that is why he says you have to put it in the covenants and restrictions that there is no parking in the alleys. Jonathan White asked if there have been any issues with parking in the alleys next door on the west side of the park. Tom Czulewicz said all the alleys, the 18 foot alleys. Jonathan White said he was just asking has there been any issues. Merriam Walker said she knows of a home over there that someone she knows lived there and will tell you that they were visited by the police and saying we know that is your vehicle there but you need to move it or we are going to give you a ticket and that was in the area that you are talking about. Merriam Walker said she knows that it happened because they moved. Jonathan White said he is sure it is almost impossible to fully prevent it but at least it is also being enforced. Merriam Walker said Montgomery police have visited that area over there. Tom Czulewicz said he has been on two different HOA boards and he knows that if you put it in the covenants and restrictions the HOA has more teeth than the City and if you put it in there and the HOA sees it and recognize they can enforce it, then the City does not have the headache of trying to enforce it. Jonathan White said he is sure if when they ever get to an action item that you all say approve subject two that being in the covenants and restrictions reviewed by the City staff, he does not think he would have an issue at all with that being a part of those governances.

John Fox said there are many of these subdivisions just like this all over south Montgomery County with private driveways in the back for access and as long as it meets the Fire Marshal's regards he does not have a problem with it. He said the only problem he has is if they try to use those two existing streets for access the City has a problem. They need to upgrade those streets. Jonathan White said he knows they do have to upgrade Shepperd Street as you know as Shepperd was widened with those houses it tapered back so part of what they had to do was to widen Shepperd out to SH 105. John Fox said while we are talking about that one grievance he has over the appearance of that subdivision and the way it is done is the houses did not follow the topo. He said it just looks like it is a much up and down with big bar ditches in front and if

that is the kind of stuff we are going to do we need to pass on it. Jonathan White said the difference of this is it was probably a special case. He said these will actually be curb and gutter so no bar ditches, curbs on both sides, and an underground storm sewer to help those transitions. He does not know if the topo from what he recalls is not as bad but they would do a full migrating plan on something of this size like this infill type development. John Fox said definitely and get the elevations closer to one another.

COMMISSION INQUIRY:

Tom Czulewicz said he would like to know where they are at with the dumpsters. Dave McCorquodale asked what he forwarded to you guys did that not answer that. Tom Czulewicz replied it just said that during construction or that they would be required to cover the dumpsters. Dave McCorquodale said he will look into it again. He said there is nothing that he is moving forward on but will be glad to look at it. If it is something like they need to add a code, honestly he is going to recommend that that is done by the development team that is doing our stuff.

Tom Czulewicz said he has an advisory question for everyone. His son's coffee shop is now selling soft serve ice cream and he wants him to make him an ice cream cone. He asked if he can set that out there without having to get permission. He said it is just like a temporary stand type standup. Dave McCorquodale asked if he is putting it in at the end of the day. Tom Czulewicz said yes. Dave McCorquodale said he would not consider that an exterior modification and he thinks if you really tried to hem him into a sign or something like that you could. Tom Czulewicz said no it is just to let everybody know. Dave McCorquodale said if it is out during business hours and put up not during business hours. Tom Czulewicz said he already has one of the fold ups that he sets out front.

Merriam Walker said she has one thing they previously spoke about. You spoke to the fact that we will add to a list of the development personnel that is working with our City right now, add code in regard to dumpsters. She would like to also add that she would like something, she does not know what it is, an ordinance or what they can do starting on FM 149 across from the community center the Burger Fresh, the empty parking lot, and In Stitches Drapery. She is wondering the ordinances that would be required to ask them to improve their appearance of their establishments because it is not a continuous flow of what the historic district and the historic area have going on. It is like they forgot the memo. She said she does not know if they need to address it, write the new owner of the parking area empty lot if they could clean it up, pull the dead trees away and maybe Burger Fresh can put a fresh coat of paint and clean up around the area. She said for In Stitches they improved their sign but they did not improve their building. She does not know what it is that is needed to address the development company. Dave McCorquodale said he will talk with Gary about what their options are but again like he mentioned earlier he does not think there is a maintenance code that they are going to fall back on but if there is anything they can creatively come up with that might help they will certainly do that. Merriam Walker said it is just not cohesive. She said you drive down there and all of a sudden it is like woah, we are trying to get people to come here. She said Burger Fresh has a good burger but she is just saying. She also said In Stitches is a great seamstress but by all outside appearances. John Fox said you have the same thing at Shipley's donuts. He said it is run down and looks like heck.

John Fox said he wanted to talk about abating abandoned buildings. He said he knows this has been a hot issue in the legislature and they recently passed some new laws. They obviously have two or three houses along FM 149 that need to come out or something to happen with them. He said he worked on it himself trying to get those buildings removed and did not have much luck at the time but the law has changed. Now the law says if you are not going to tear it down you have to put a fence up around it. He said let us get them to get the fence up, absorb the cost of that, and identify the taxes that they are paying because it is an existing dwelling. They have to be paying taxes but put some friendly pressure on them and get those houses cleaned up. Dave McCorquodale said he will pass that on to Gary and see what action he wants him to take.

Bill Simpson said he has one last thing concerning the last meeting. He asked if there is any update on the dealings with the church and the residential properties with the flooding that has occurred. Dave McCorquodale said he has not heard anything. Bill Simpson said his concern is he knows they have ordinances in place for the buffers but then again the ordinances are really only as good as the enforcement and he knows they do not really have any enforcement codes. Dave McCorquodale said if he were asked if they were in compliance right now his gut tells him yes because their standards are not hard to meet. He said he has not but he would believe that fence is going to meet their visual barrier. He said they have reached out to him; the church has reached out to him about a possible expansion so this may be an awesome opportunity. Bill Simpson said they will have to go through a lot of hoops too because he would be hard pressed to even think about giving a yes vote on any commercial property that was going to be rezoned commercial that is going to back up to a residential piece of property because of what has happened down here. He said it is not fair to those homeowners on what is going on. John Fox said speaking of that issue itself, one thing they need to ask their engineers to do is this area you are talking about is where they had a developer go in and develop the property downhill and put all the houses downhill and did not create any kind of interceptor ditch along the back and then create some easements out to take the drainage away, away from those retaining walls in the back. He said it is actually called a retainage ditch. He said he is sure you are familiar with what he is talking about. He also said that is where they just let the developer just sonder out there and do whatever he wanted to and now they are all paying the price for it. He said they need to look at those drainage plans closely. Bill Simpson said that was going to be his question to Katherine like he mentioned to them is a developer develops this and now he understands the developer is only concerned with draining his development correct. Katherine Vu asked if he is talking about the developer. Bill Simpson said yes. Katherine Vu said whenever they are reviewing drainage plans they have to show that the amount of water leaving their property is less than or equal to what was leaving their property before they developed so when they are increasing impervious cover however that may be, if there is an increase in impervious they have to see drainage calculations that show how they are going to handle that so that posted developed flow is less than or equal. John Fox said you are familiar with the law and you know that those homeowners downhill have to sift that water and what they are hearing is the City becomes the agent to stop the surface water shedding across the property and that is just not the way it is. They need to make them aware of their rules and responsibilities to accept that cheap flow and deal with it where they have to. He thinks in this case where he is talking about that big line of houses there was because the developer did not identify that everything there is downhill. He said he has had kinfolk over there, water in the swimming pool all kinds of issues over there because not looking to what the run off was going to be and installing such things an inceptor ditch and easement to let it drain off.

Tom Czulewicz said he has a curious question. He said he noticed after the last couple of storms at Town Creek that it is washed out severely over there along Lone Star Parkway. He asked if there are any long range plans for that. He lives in Town Creek Crossing and he knows that the creek comes back behind the two schools and he noticed they went through all the work of putting the rocks there last year and then they are all sitting in the middle of the creek now. He asked what kind of planning is going on for that. Katherine Vu said there is a much longer answer to that question. The City engaged an engineering firm to do a study over all of Town Creek. She said what the City is up against right now is that area is private property. Tom Czulewicz asked the creek itself, the creek bed. Katherine Vu said the portion of the creek behind Town Creek Crossing is owned by MUD 160. She said past there on the other side of Lone Star Parkway is private property so the City is limited to what they are able to do. Tom Czulewicz asked if the private property owners did all the rock work. Katherine Vu said right under Lone Star Parkway that was the County. She said Lone Star Parkway is owned by Montgomery County so they came in and did their improvements project. Tom Czulewicz asked because of the bridge. Katherine Vu said exactly. She said the bridge was being undermined because of the erosion and they came in and installed sheet piles and riprap the rocks within their right of way where they are allowed to work. She said they did that improvement to their area and the City is not able to do improvements on private property without an easement they do not have.

John Fox said they went through that before with Anders Branch. He said Anders Branch backs water up into Martin Luther King Boulevard in that general area so we may have went in there and cleared out some trash to get it to work but it is still a problem. He asked are you saying we cannot do anything with that at

all because of the ownership of that property. Dave McCorquodale said this would not involve just a cleaning out though this would be a major restoration. John Fox said Anders Branch probably needs that.

Katherin Vu said the erosion issues are along Town Creek and Atkins Creek which goes along behind FM 1097 and then another branch of Town Creek which then goes in a different spot of FM 1097 across from Summit Business Park there is Anders Branch. She said to just go in and repair one section would not necessarily be effective because it is going to continue to erode and continue to be an issue. The solution is a repair of the entire situation which estimates have been between \$6 million and \$20 million. Tom Czulewicz said the big thing is to protect the Lone Star Parkway. Katherine Vu said correct. She said the County is aware of how close it is getting to Lone Star Parkway. She was out there two or three weeks ago and made a phone call to the County engineer to let them know your road is being threatened. Tom Czulewicz said he was amazed by the amount of wash out because they worked for months to put all that riprap in there and then now it is sitting in the middle and the walls are completely washed out. Katherine Vu said yes. Tom Czulewicz asked where did all that dirt go. Katherine Vu said to the bottom of the creek downstream. Tom Czulewicz said and it is on both sides because the other side on both sides of the bridge it is a complete wash out. Katherine Vu said the City has had to relocate two force mains. Tom Czulewicz asked is that the work going on over there that he saw. Katherine Vu said yes, two emergency relocations right there the City is doing a sanitary sewer relocation. Tom Czulewicz said the storm coming may add to it.

ADJOURNMENT

John Fox moved to adjourn the meeting at 6:42 p.m. Merriam Walker seconded the motion. **All in favor. (4-0)**

Prepared by: _____ Date approved: _____
Diana Titus, Deputy City Secretary

Bill Simpson, Chairman

Attest: _____
Dave McCorquodale, Director of Planning & Development

Montgomery Planning and Zoning Commission
AGENDA REPORT

Meeting Date: August 6, 2024	Budgeted Amount: N/A
Department: Administration	Prepared By: DMc

Subject

Consideration and possible action on two sign applications for Six Shooter Junction and Jessica’s Fine Jewelry located at 14348 Liberty Street in the Historic Preservation District.

Recommendation

Staff has no objections and recommends approval of the signs.

Discussion

Issue:

The owners of the businesses have applied for two signs on the exterior of the building—one is a wall sign on the front façade that faces Liberty Street and one is a small hanging sign on the back porch above the door that faces McCown Street. The businesses have been in operation for several years and have existing window graphics with the business names and operating hours.

Rules:

Sec. 98-347. - Approval for alteration or new construction within historic preservation districts or affecting historic landmarks.

No person shall carry out any exterior construction, reconstruction, alteration, restoration, rehabilitation, demolition, or relocation of any historic landmark or any property within an historic preservation district, nor shall any person make any material change to other exterior elements visible from a public right-of-way which will affect the appearance and cohesiveness of any historic landmark or any property within an historic preservation district without receiving approval from the Planning and Zoning Commission.

Sec. 66-53. - Calculation of area; maintenance; permitted signs; variances.

...(n) Permanent signs permitted and regulated in commercial districts.

(1) Wall signs.

- a. Size and number. Flat wall signs are permitted for each business utilizing up to 60 percent of the total feet of wall area.*
- b. Location. A wall sign shall not project above the roofline. The sign must be located on the site where the goods or services are offered.*

(2) Freestanding signs.

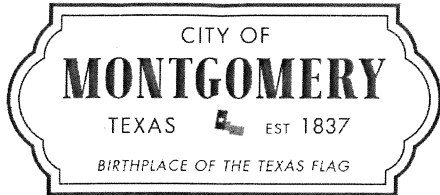
- a. Table of regulations. Subsections (n)(2)a through g of this section do not apply to the Historic District of the city...*

Analysis & Conclusion:

As shown in the submitted images, the signs are of a reasonable size and scale and similar to other signs in the downtown area. Staff recommends approval of the signs as submitted.

Approved By

Director Planning & Development Assistant City Administrator	Dave McCorquodale	Date: 07/30/2024
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WWW.MONTGOMERYTEXAS.GOV

Sign Permit Application

CITY OF MONTGOMERY

101 Old Plantersville Road
Montgomery, Texas 77356
936-597-6434

permits@ci.montgomery.tx.us

SIGN PERMIT APPLICATION EXPIRES IN
180 DAYS (NON-TRANSFERABLE)

TEMPORARY SIGN?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PERMANENT SIGN?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Pre-Existing OR New	Pre-Existing <input type="checkbox"/>	NEW <input checked="" type="checkbox"/>

Permit: _____

Date: _____

JOB ADDRESS: <i>14348 Liberty St. Montgomery, TX 77356</i>		BUSINESS NAME: <i>Six Shooter Junction / Jessica's Fine Jewelry</i>	
BUSINESS OWNER: <i>Dana Frazier</i>	MAILING ADDRESS: <i>Same as above</i>	TELEPHONE: <i>832-276-6355</i>	
APPLICANT: <i>Spirit Hand Line LLC dba.</i>	MAILING ADDRESS: <i>Lone Star Signs PO Box 789, Montgomery, TX 77356</i>	TELEPHONE: <i>936-597-8783</i>	
CONTRACTOR LICENSE (if electrical):			
IS THE SIGN IN THE HISTORIC PRESERVATION DISTRICT?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	IS THE SIGN ILLUMINATED?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

SIGN PLACEMENT: <i>Front of Building, above awning,</i>		VALUATION:	
SIGN DESIGN & COLOR SCHEME: <i>Aluminum Panel Sign with logos printed on white background</i>			
SIGN TYPE		SIGN DIMENSIONS	
FREESTANDING MONUMENT SIGN <input type="checkbox"/>		SIGN HEIGHT	<i>40"</i>
BUILDING WALL SIGN <input checked="" type="checkbox"/> <i>Front of building</i>		SIGN WIDTH	<i>96"</i>
BANNER <input type="checkbox"/>		TOTAL SQ FT	<i>26.67</i>
OTHER <input type="checkbox"/>		SET BACK	
		LOT LINEAR FOOTAGE	

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether or not specified herein. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NAME: <i>Deryl Fauss</i>	SIGNATURE:
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OFFICE USE ONLY

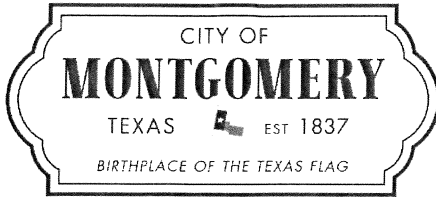
APPROVED		TOTAL FEE: * all fees paid by credit card are subject to a 5% merchant fee.	\$
DATE			
COMMENTS:			

SS
BOUTIQUE

style with a bang

Jessica's
FINE JEWELRY





WWW.MONTGOMERYTEXAS.GOV

Sign Permit Application

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 101 Old Plantersville Road
 Montgomery, Texas 77356
 936-597-6434
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PERMANENT SIGN?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Pre-Existing OR New	Pre-Existing <input type="checkbox"/>	NEW <input checked="" type="checkbox"/>

Permit: _____

Date: _____

JOB ADDRESS: <i>14398 Liberty, Montgomery, TX 77356</i>	BUSINESS NAME: <i>Six Shooter Junction/Jessica's Fine Jewelry</i>	
BUSINESS OWNER: <i>Dana Frazier</i>	MAILING ADDRESS: <i>Same as above</i>	TELEPHONE: <i>832-276-6355</i>
APPLICANT: <i>Spirit Hand Line LLC dba. Lone Star Signs</i>	MAILING ADDRESS: <i>PO Box 789, Montgomery, TX 77356</i>	TELEPHONE: <i>936-597-8783</i>

CONTRACTOR LICENSE (if electrical): _____

IS THE SIGN IN THE HISTORIC PRESERVATION DISTRICT?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	IS THE SIGN ILLUMINATED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
--	---	-----------------------------	--------------------------	------------------------------	--

SIGN PLACEMENT: <i>Above Door, Hanging, Back of building</i>	VALUATION:
SIGN DESIGN & COLOR SCHEME: <i>Aluminum Panel Sign with logos printed on white Background</i>	
SIGN TYPE	SIGN DIMENSIONS
FREESTANDING MONUMENT SIGN <input type="checkbox"/>	SIGN HEIGHT <i>36"</i>
BUILDING WALL SIGN <input type="checkbox"/>	SIGN WIDTH <i>57"</i>
BANNER <input type="checkbox"/>	TOTAL SQ FT <i>14.25</i>
OTHER <input checked="" type="checkbox"/> <i>Hanging Panel, Above door, back of building</i>	SET BACK
	LOT LINEAR FOOTAGE

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether or not specified herein. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NAME: <i>Deryl Favss</i>	SIGNATURE: <i>[Signature]</i>
-----------------------------	----------------------------------

OFFICE USE ONLY			
APPROVED		TOTAL FEE: * all fees paid by credit card are subject to a 5% merchant fee.	\$
DATE			
COMMENTS:			



style with a bang

Jessica's
FINE JEWELRY

BOOTH-ONE



Montgomery Planning and Zoning Commission
AGENDA REPORT

Meeting Date: August 6, 2024	Budgeted Amount: N/A
Department: Administration	Prepared By: DMc

Subject

Consideration and possible action on a sign application for H-Wines at 14351 Liberty Street in the Historic Preservation District.

Recommendation

Staff has no objections and recommends approval of the sign.

Discussion

Issue:

H-Wines is expanding operations into the adjacent building next to their current location in the First State Bank building at 14343 Liberty Street and has submitted a sign application for the new location.

Rules:

Sec. 98-347. - Approval for alteration or new construction within historic preservation districts or affecting historic landmarks.

No person shall carry out any exterior construction, reconstruction, alteration, restoration, rehabilitation, demolition, or relocation of any historic landmark or any property within an historic preservation district, nor shall any person make any material change to other exterior elements visible from a public right-of-way which will affect the appearance and cohesiveness of any historic landmark or any property within an historic preservation district without receiving approval from the Planning and Zoning Commission.

Sec. 66-53. - Calculation of area; maintenance; permitted signs; variances.

...(n) Permanent signs permitted and regulated in commercial districts.

(1) Wall signs.

- a. Size and number. Flat wall signs are permitted for each business utilizing up to 60 percent of the total feet of wall area.*
- b. Location. A wall sign shall not project above the roofline. The sign must be located on the site where the goods or services are offered.*

(2) Freestanding signs.

- a. Table of regulations. Subsections (n)(2)a through g of this section do not apply to the Historic District of the city...*

Analysis & Conclusion:

As shown in the submitted images, the sign matches the existing business signs. Staff recommends approval of the sign as submitted.

Approved By

Director Planning & Development Assistant City Administrator	Dave McCorquodale	Date: 07/31/2024
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WWW.MONTGOMERYTEXAS.GOV

Sign Permit Application

CITY OF MONTGOMERY

101 Old Plantersville Road
Montgomery, Texas 77356
936-597-6434

permits@ci.montgomery.tx.us

SIGN PERMIT APPLICATION EXPIRES IN
180 DAYS (NON-TRANSFERABLE)

TEMPORARY SIGN?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
PERMANENT SIGN?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Pre-Existing OR New	Pre-Existing <input type="checkbox"/>	NEW <input type="checkbox"/>

Permit: _____

Date: _____

JOB ADDRESS: 14351 Liberty St MONTGOMERY, TX 77356		BUSINESS NAME: DOMAINE DES HOSPITALIERS dba H-WINES	
BUSINESS OWNER: STEVE HARI	MAILING ADDRESS: 705 College St MONTGOMERY, TX 77356	TELEPHONE: 832-870-9303	
APPLICANT: STEVE HARI	MAILING ADDRESS: SAME	TELEPHONE:	

CONTRACTOR LICENSE (if electrical): _____

IS THE SIGN IN THE HISTORIC PRESERVATION DISTRICT?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	IS THE SIGN ILLUMINATED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
--	---	-----------------------------	--------------------------	------------------------------	--

SIGN PLACEMENT: Building Facade	VALUATION:
SIGN DESIGN & COLOR SCHEME: See Attached.	

SIGN TYPE		SIGN DIMENSIONS	
FREESTANDING MONUMENT SIGN <input type="checkbox"/>		SIGN HEIGHT	47"
BUILDING WALL SIGN <input checked="" type="checkbox"/> Aluminum		SIGN WIDTH	85"
BANNER <input type="checkbox"/>		TOTAL SQ FT	26.11 27.74
OTHER <input type="checkbox"/>		SET BACK	
		LOT LINEAR FOOTAGE	

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether or not specified herein. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NAME: STEVE HARI SIGNATURE:

OFFICE USE ONLY

APPROVED		TOTAL FEE: * all fees paid by credit card are subject to a 5% merchant fee.	\$ 50.00
DATE			

COMMENTS: _____

A decorative vine with two leaves on the left and right sides, framing the text.

H-Wines

A decorative vine with two leaves and a cluster of grapes on the left and right sides, framing the text.

WINERY





Google

Montgomery Planning and Zoning Commission
AGENDA REPORT

Meeting Date: August 6, 2024	Budgeted Amount: N/A
Department: Administration	Prepared By: DMc

Subject

Presentation and discussion on a proposed residence at 202 Pond Street in the Historic Preservation District as submitted by Larry Reiland.

Recommendation

Provide feedback to the applicant on the proposal as it relates to Historic Preservation District Design Guidelines.

DiscussionIssue:

Larry Reiland recently purchased 202 Pond Street directly behind The Rancher's Daughter. He would like to construct a single-family dwelling on the property.

Rules:

Because the property is in the Historic Preservation District, the P&Z will approve the exterior architectural design. The criteria for the district is found in the design guidelines (attached). City zoning regulations provide minimum size for single family lots. Sec. 98-122(b)(6) below provides guidance on how to address a uniquely small property such as this one:

Sec. 98-122. - Area regulations.

- (a) Size of yards. Size of yards in District R-1 shall be as follows:
- (1) Front yard. There shall be a front yard having a depth of not less than 25 feet from the property line, except that, where lots face on a major street, the front building line shall be 35 feet from the property line.
 - (2) Side yard on main thoroughfare. There shall be a side yard on each side of the lot having a width of not less than ten feet. A side yard adjacent to a side street shall not be less than 15 feet from the property line to the building line, except, where the lots side on a major street, the building line shall be not less than 25 feet from the side street property line.
 - (3) Rear yard. There shall be a rear yard having a depth of not less than ten feet from the property line.
- (b) Size of lots. Size of lots shall be approved by the city council on the basis of the district in which they live.
- (1) Lot area. No building shall be constructed on or moved onto any lot of less than 9,000 square feet.
 - (2) Lot width. The width of the lot shall not be less than 75 feet. Radial lots shall have a minimum width of 75 feet at and for a distance of 30 feet behind the building line.
 - (3) Lot depth. The average depth of the lot shall not be less than 120 feet.
 - (4) Corner lots. Corner lots with a width of less than 90 feet are to be at least five feet wider than average of the interior lots in the block. Corner lots with a width of less than 90 feet adjacent to a major thoroughfare are to be at least 15 feet wider than the average of interior lots in the block.
 - (5) Lots on cul-de-sacs. Lots on cul-de-sacs shall be 9,000 square feet, with the width and depth to be determined by the development of the cul-de-sac.

Montgomery Planning and Zoning Commission
AGENDA REPORT

(6) Existing substandard lots. Where a lot having less area, width or depth than required in this section existed upon the effective date of the ordinance from which this chapter is derived, the regulations in this section shall not prohibit the lot owner from erecting a single-family dwelling thereon or moving a single-family dwelling onto the property.

Analysis & Conclusion:

No formal action is needed tonight. Provide feedback to the property owner on the exterior features of the home so he can move forward with full architectural plans that will meet the expectations of the Commission. Once the site plan is completed, the final drawings are developed and final material and color selections are made, the owner can submit for formal approval by the Commission.

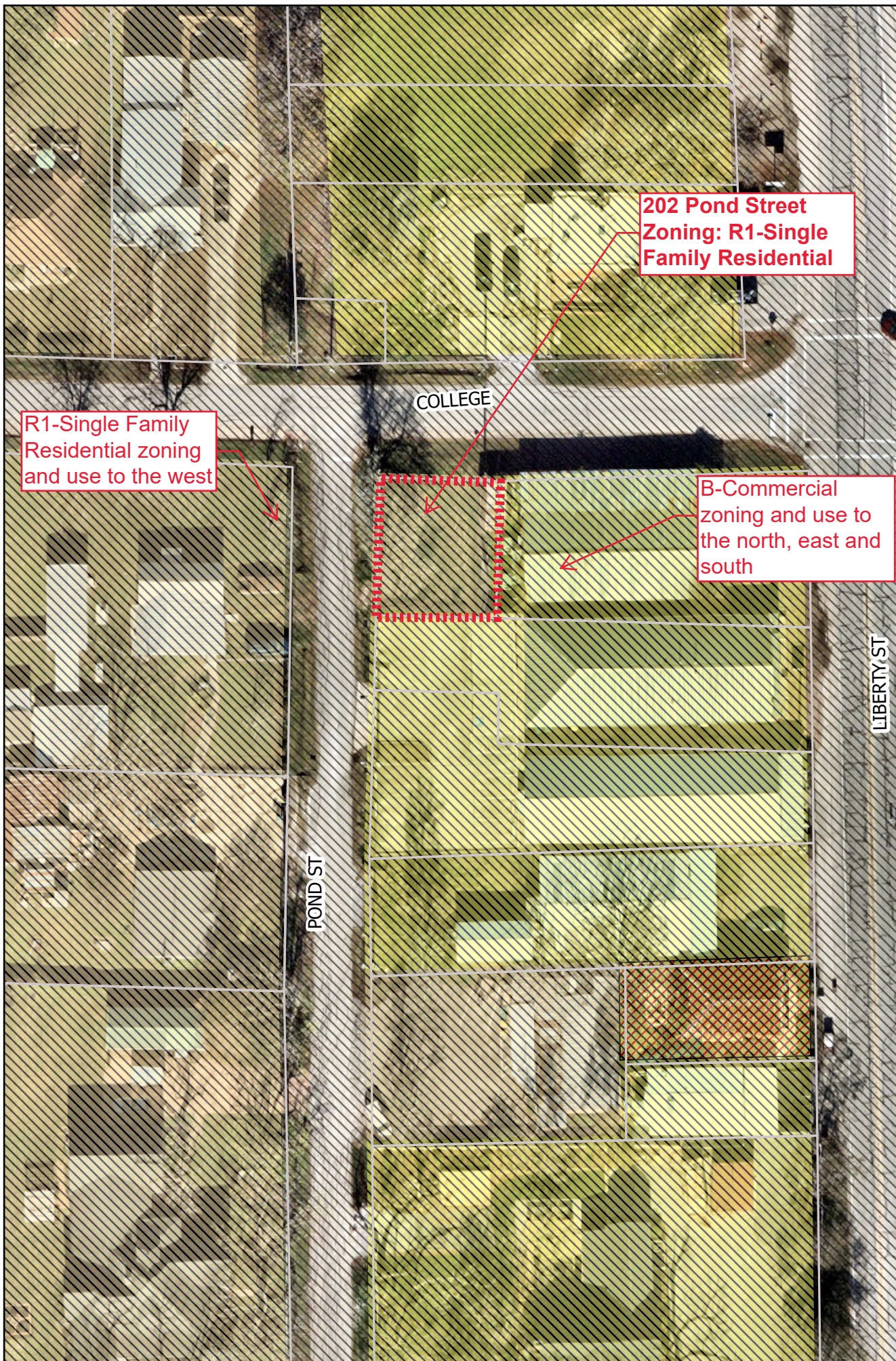
Final building lines for the property will be determined in consultation with the city attorney for guidance on applicability and procedural steps related to existing substandard lots.

Approved By

Director Planning & Development
Assistant City Administrator

Dave McCorquodale

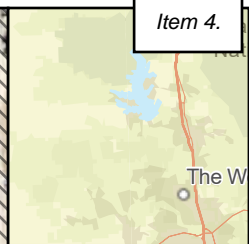
Date: 08/2/2024



**202 Pond Street
Zoning: R1-Single
Family Residential**

**R1-Single Family
Residential zoning
and use to the west**

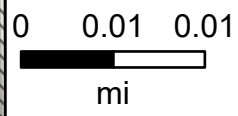
**B-Commercial
zoning and use to
the north, east and
south**



- Legend**
- City Limits
 - Extraterritorial Jurisdictions
 - Tax Parcels
- Zoning**
- Commercial Co
 - Historical Preservation His
 - Historical Landmark His
 - Industrial Ind
 - Institutional Ins
 - Multi-Family Mul
 - Planned Development Pla
 - Residential Res
 - Road Labels

- Flood Hazard Zones**
- 1% Annual Chance Flood
 - Regulatory Floodway
 - 0.2% Annual Chance Flood

- Aerial Imagery
RGB**
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3



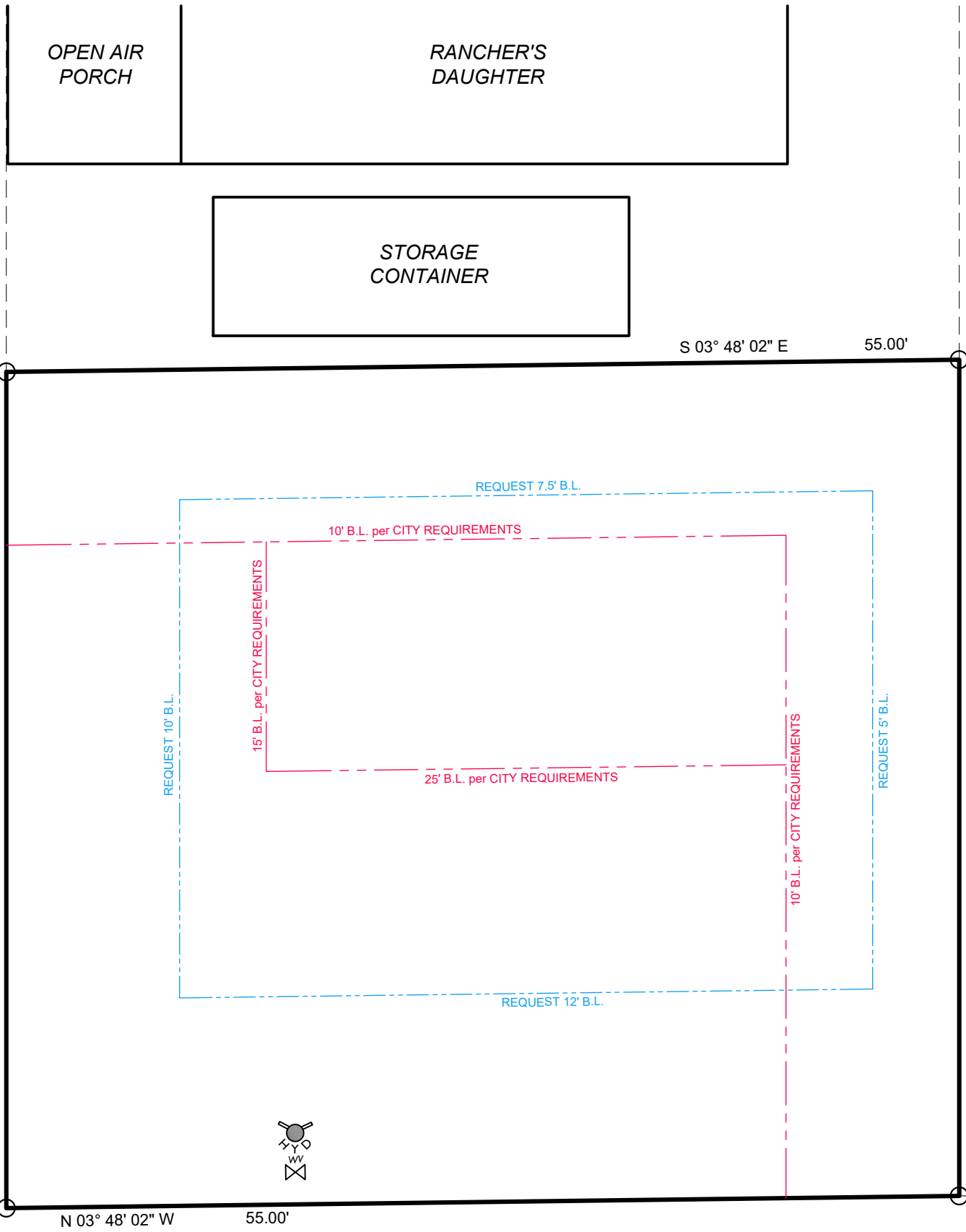
**202 Pond Street
Zoning Exhibit**



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.



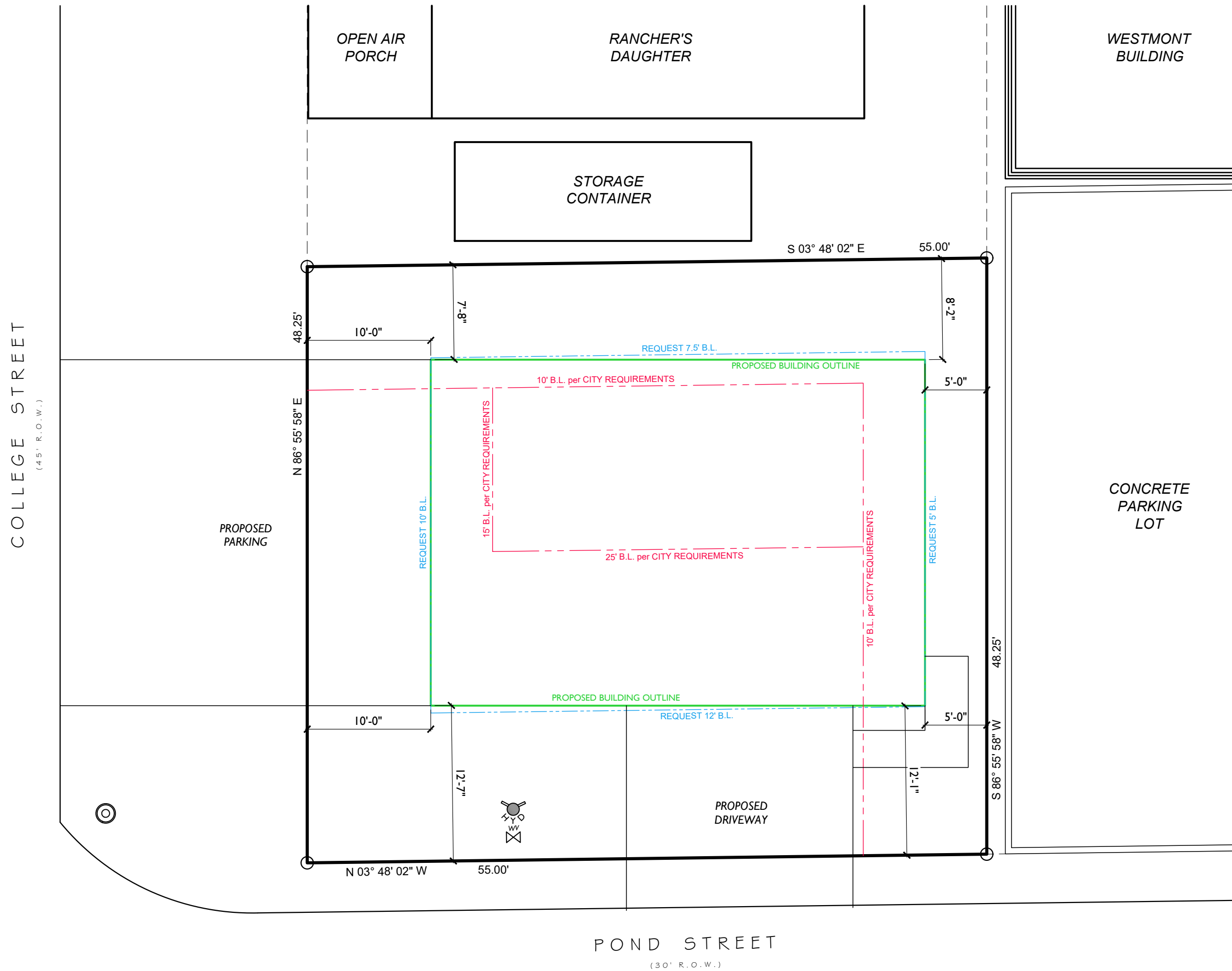
COLLEGE STREET
(45' R.O.W.)



LARRY REILAND
 212 POND STREET
 0.0609 ACRE TRACT
 (A.K.A TRACT 37)
 MONTGOMERY, TX 77356
 07/29/24

POND STREET
 (30' R.O.W.)

SITE PLAN
 REILAND PRELIMINARY DESIGN
 MONTE SMITH DESIGNS
 COPYRIGHT 2024
 1/16" = 1'-0": 12 x 18
 1/8" = 1'-0": 24 x 36



LARRY REILAND
 212 POND STREET
 0.0609 ACRE TRACT
 (A.K.A TRACT 37)
 MONTGOMERY, TX 77356
 07/29/24

PROPOSED
 PLAT PLAN
 REILAND PRELIMINARY DESIGN

MONTE SMITH DESIGNS
 COPYRIGHT 2024
 1/16" = 1'-0": 12 x 18
 1/8" = 1'-0": 24 x 36

TWO STORY HOUSE
REILAND PRELIMINARY DESIGN
FOOTPRINT: 40'-0" x 28'-0"

54 SQ. FT. 1st floor
1100 SQ. FT. 2nd floor

1154 SQ. FT. TOTAL LIVING AREA

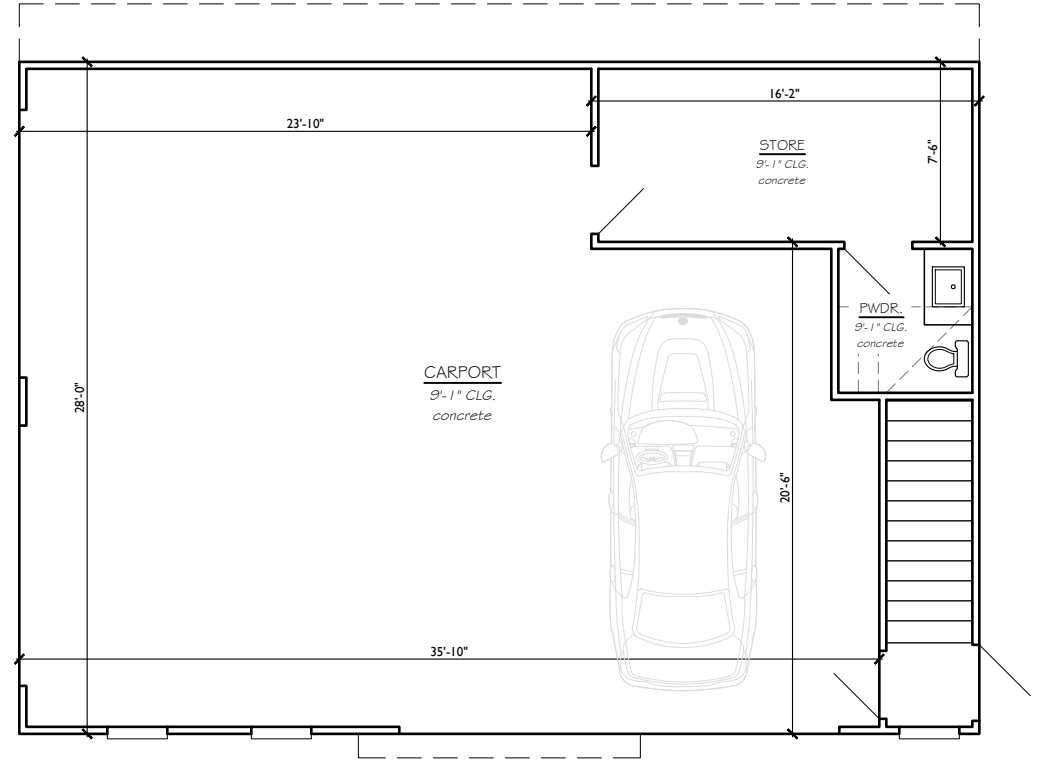
165 SQ. FT. storage/powder
901 SQ. FT. carport

2220 TOTAL SQ. FT. FRAME AREA

MONTE SMITH DESIGNS
COPYRIGHT 2024
1/8" = 1'-0": 12 x 18
1/4" = 1'-0": 24 x 36

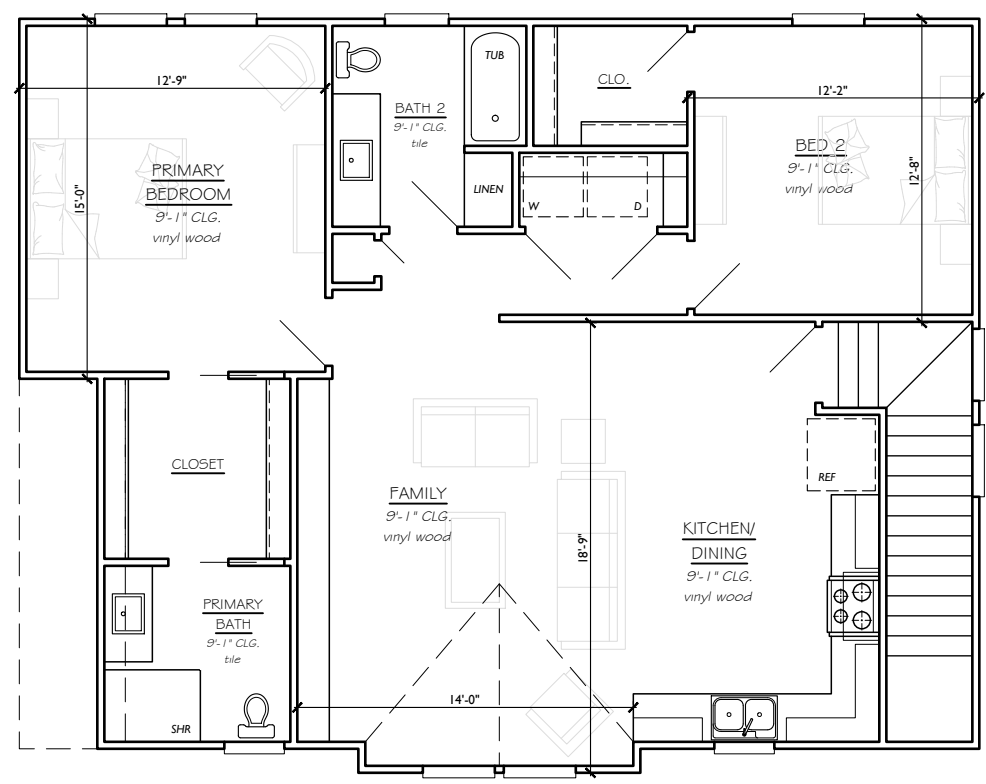


FRONT ELEVATION



1st FLOOR PLAN
REILAND PRELIMINARY DESIGN

MONTE SMITH DESIGNS
COPYRIGHT 2024
1/8" = 1'-0": 12 x 18
1/4" = 1'-0": 24 x 36



2nd FLOOR PLAN
REILAND PRELIMINARY DESIGN

MONTE SMITH DESIGNS
COPYRIGHT 2024
1/8" = 1'-0": 12 x 18
1/4" = 1'-0": 24 x 36

TWO STORY HOUSE

RELAND PRELIMINARY DESIGN


FOOTPRINT: 40'-0" x 31'-5"

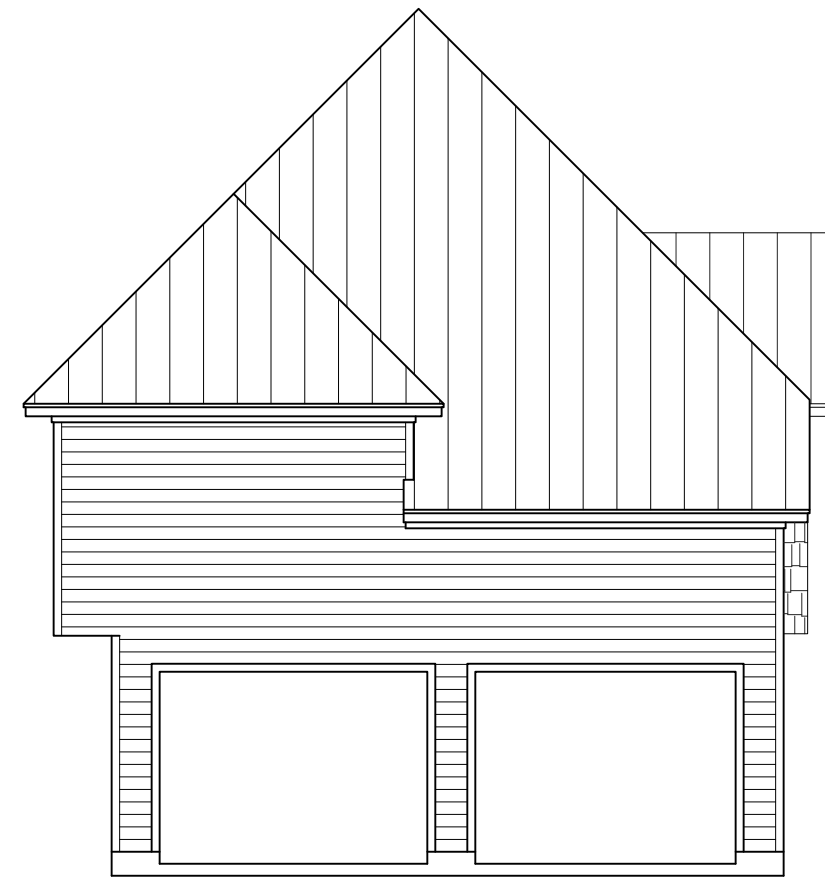
54 SQ. FT. 1st floor
1100 SQ. FT. 2nd floor

1154 SQ. FT. TOTAL LIVING AREA

165 SQ. FT. storage/powder
901 SQ. FT. carport

2220 TOTAL SQ. FT. FRAME AREA

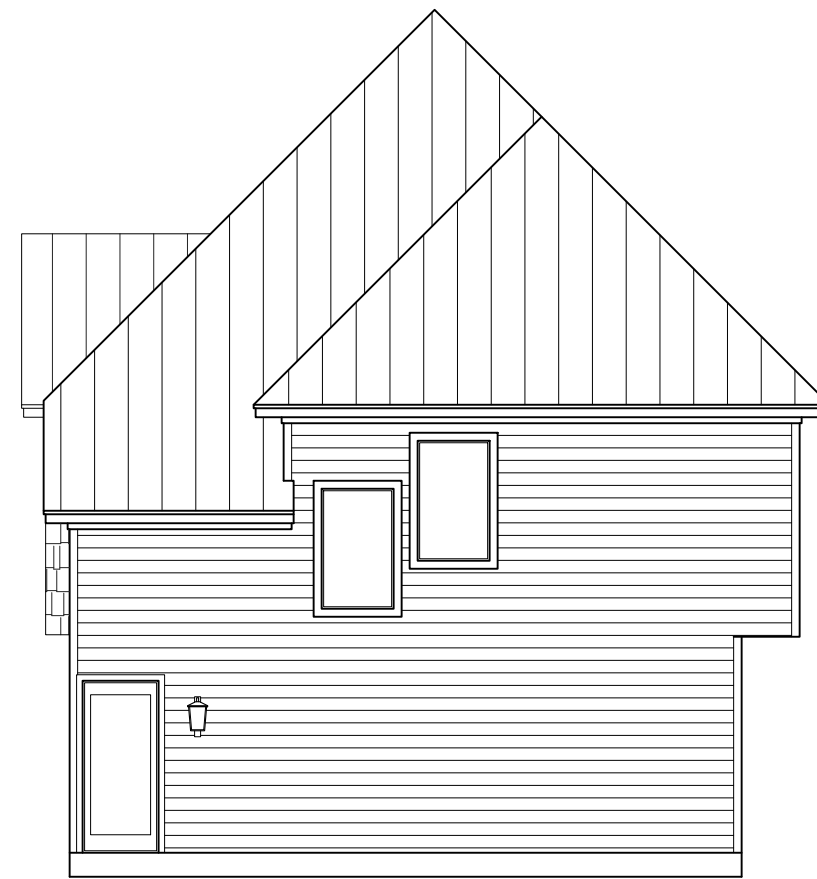
 MONTE SMITH DESIGNS
COPYRIGHT 2024
1/8" = 1'-0": 12 x 18
1/4" = 1'-0": 24 x 36



LEFT ELEVATION




REAR ELEVATION



RIGHT ELEVATION

ELEVATIONS

RELAND PRELIMINARY DESIGN

 MONTE SMITH DESIGNS
COPYRIGHT 2024
1/16" = 1'-0": 12 x 18
1/8" = 1'-0": 24 x 36

GENERAL INFO

ACCOUNT

Property ID: 123973
 Geographic ID: 7280-02-03700
 Type: R
 Zoning:
 Agent:
 Legal Description: MONTGOMERY TOWNSITE 02 TR 37,
 55 X 48.3 FT
 Property Use: LAND

OWNER

Name: REILAND, LAWRENCE J & BRENDA A
 Secondary Name:
 Mailing Address: 48 WATERS EDGE ST MONTGOMERY TX
 77356-5936
 Owner ID: 719615
 % Ownership: 100.00
 Exemptions:

LOCATION

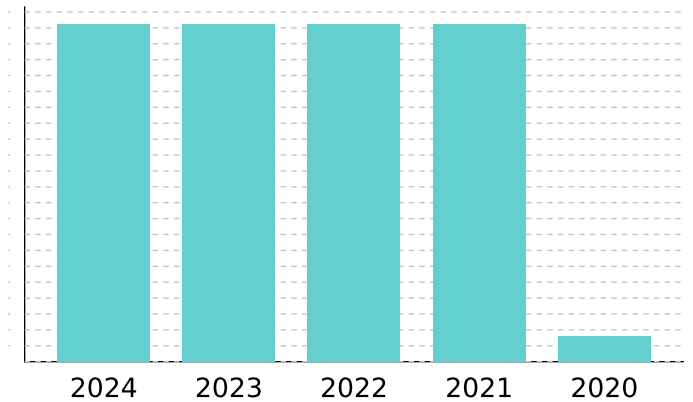
Address:
 Market Area:
 Market Area CD: 1100.C
 Map ID:
 Zoning:

VALUES

CURRENT VALUES

Land Homesite: \$0
 Land Non-Homesite: \$21,250
 Special Use Land Market: \$0
 Total Land: \$21,250
 Improvement Homesite: \$0
 Improvement Non-Homesite: \$0
 Total Improvement: \$0
 Market: \$21,250
 Special Use Exclusion (-): \$0
 Appraised: \$21,250
 Value Limitation Adjustment (-): \$0
 Net Appraised: \$21,250

VALUE HISTORY



Values for the current year are preliminary and are subject to change.

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2024	\$21,250	\$0	\$0	\$21,250	\$0	\$21,250
2023	\$21,250	\$0	\$0	\$21,250	\$0	\$21,250
2022	\$21,250	\$0	\$0	\$21,250	\$0	\$21,250
2021	\$21,250	\$0	\$0	\$21,250	\$0	\$21,250
2020	\$1,590	\$0	\$0	\$1,590	\$0	\$1,590

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
CMO	City of Montgomery	0.400000	\$21,250	\$21,250
F02	Emergency Ser Dist #2	0.100000	\$21,250	\$21,250
GMO	Montgomery Cnty	0.369600	\$21,250	\$21,250
HM1	Mont Co Hospital	0.049800	\$21,250	\$21,250
SMO	Montgomery ISD	1.048700	\$21,250	\$21,250

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
S1	Primary Site	0.0610	2,656	\$8.00	N/A	N/A

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
3/6/24	WDV	W/d & V/ln	BONE, JAMES WAYNE	REILAND, LAWRENCE J &				2024023012
1/18/00	WD	Warnty Deed	DENNIS, ALVIDA	BONE, LEONA	671.00		1997	
12/11/18	AFT	Affidavit	BONE, LEONA	BONE, JAMES WAYNE				2019003353

DESIGN GUIDELINES FOR THE CITY OF MONTGOMERY,

For Residential and Commercial Structures Within the Historic Preservation District and Structures Designated as Historic Landmarks

GENERAL. The City of Montgomery wishes to preserve the architectural style, form, scale, materials, colors, details and treatments of buildings constructed in the period between 1830 and 1941. Consistent with the zoning ordinance and other codes and ordinances, the interior of period buildings may be altered at the discretion of the owner but any repair, alteration, addition, replacement, removal or reconstruction of all or a part of the exterior must be done in accordance with the requirements contained herein and upon receipt of approval from the Planning and Zoning (P & Z) Commission. Any building to be moved into the district, or onto a property designated as a historic landmark, must have been constructed during the period 1830 to 1941 and/or substantially reflect a style of architecture of that period and be consistent with the Design Guidelines for the City of Montgomery, which are contained herein. New buildings that are to be constructed in the historic district, or on a property designated as a historic landmark, must also reflect a style of architecture from that period and must be constructed in accordance with the guidelines. Buildings moved into the district or newly constructed in the district, or on a property designated as a historic landmark, must submit plans and receive approval from the P & Z Commission prior to the commencement of movement or construction.

1. *Building placement form and treatment.*
 - a. *Accessory buildings.* Accessory buildings are only permitted in the rear yard and the interior side yard and must be compatible with the scale, shape, roof form, materials, detailing, and color of the main building. Accessory buildings must have pitched roofs. Pre-fabricated metal accessory buildings are permitted if they are completely screened from view from any abutting street or private property.
 - b. *Additions.* Additions to a main building are only permitted on the side and rear facades, except that a porch may be added to the front facade if such addition is consistent with the architecture of the period for the building. Other exceptions may be reviewed by the P & Z Commission. All additions to a building must be compatible with the dominant horizontal or vertical characteristics, scale, shape, roof form, materials, detailing, and color of the building. Additions must be consistent with the style of the house as originally constructed.
 - c. *Architectural detail.* Materials, colors, structural and decorative elements, and the manner in which they are used, applied, or joined together must be typical of the style and period of the other buildings and compatible with

similar, conforming structures in the historic district.

- d. *Awnings.* Awnings on the front and corner side facade must be made to complement the main building in style and color. Awnings must be typical of the style and period of the main building, and compatible with other conforming structures of a similar style in the historic district.
- e. *Building placement.* All structures within a historic district or on a property designated as a historic landmark must comply with the standards contained in the City of Montgomery Code of Ordinances.
- f. *Building widths.* All structures within a historic district must comply with the property setback standards established in the Zoning Ordinance of the City of Montgomery.
- g. *Chimneys.* All chimneys must be compatible with the style and period of the main building and the conforming structures of a similar style in a historic district. Chimneys on the front fifty (50) per cent of a main building or on a corner side facade must be:
 - (i) Constructed of brick or other materials that look typical of the style and period of the main building; and of a style and proportion typical of the style and period of the main building.
- h. *Color.*
 - (i) *Brick surfaces.* Brick surfaces not previously painted may not be painted unless the applicant establishes that the color and texture of replacement brick cannot be matched with that of the existing brick surface or that the painting is necessary to restore or preserve the brick itself.
 - (ii) *Certain colors prohibited.* Fluorescent and metallic colors are not permitted on the exterior of any structure in a historic district.
 - (iii) *Dominant and trim colors.* All structures must have a dominant color and no more than five (5) trim colors. Trim colors must complement the dominant color of a structure and be appropriate to and compatible with the structure, and the overall character of the historic district. The colors of a structure must be complementary to each other and the overall character of the historic district.
 - (v) *Gutters and downspouts.* Where appropriate, gutters and

downspouts must be painted or colored to match the trim color or the roof color of the structure.

- (vi) *Roof colors.* Roof colors must complement the style and overall color scheme of the structure.
- (vii) *Stain.* The use and color of stain must be typical of the style and period of the building.

i. Columns.

- (i) *Function.* Columns are only permitted as vertical supports near the front entrance of the main building or as vertical supports for porches.
- (ii) *Materials.* Columns must be constructed of masonry or wood or other materials that match the style of the main building.

j. Facade materials.

- (i) *In general.* The only permitted facade materials are stone, brick and lap siding composed of wood or fiber cement that looks like wood. All facade treatments must be done in a manner so as not to change the character of the building or obscure the architectural features and trim of the building.
- (ii) *Facades.* Existing facades must be preserved to appear in a manner for which they were originally intended.

k. Front entrances and porches.

- (i) *Detailing.* Railings, moldings, tile work, carvings, and other detailing and architectural decorations on front entrances and front porches must be typical of the style and period of the main building and the conforming structures of a similar style in the historic district.
- (ii) *Enclosures.* A front entrance or front porch may not be enclosed with any material, including iron bars, glass, or mesh screening without approval by the P & Z Commission.
- (iii) *Floor coverings.* Carpeting is not permitted as a front porch floor or step covering. Non-slip nosing and tread surfacing are allowed.
- (iv) *Style.* Each front porch and entry treatment must have a shape, roof

form, materials, and colors that are typical of the style and period of the building, and must reflect the dominant horizontal or vertical characteristics of the main building and the conforming structures of a similar style in the historic district.

- l. *Porte cocheres.* Porte cocheres must be preserved as architectural features and not be enclosed by fences, gates, or any other materials without approval by the P& Z Commission.

- m. *Roof forms.*
 - (i) *Materials and colors.* Roof materials and colors must complement the style and overall color scheme of the building or structure. On residential structures, tar and gravel (built-up) and other low slope membrane systems are permitted only as a roof material on covered porches and porte cocheres with low slope roofs. Carpet is not permitted as a roof material. Composition shingle, cedar or metal shingle, and non-corrugated, standing seam metal roofing materials are permitted.

 - (ii) *Overhang.* The minimum permitted roof overhang for a new or move-in main building is twelve (12) inches. A replacement roof on an existing building must have an overhang equal to or greater than the overhang of the roof it replaces.

 - (iii) *Patterns.* Roof patterns of a main building must be typical of the style and period of the architecture of the building and the conforming structures of a similar style in the historic district.

 - (iv) *Slope and pitch--residential.* The degree and direction of roof slope and pitch must be typical of the style and period of the main building and compatible with existing building forms in the historic district. In no case is a roof permitted with a pitch less than a four and one-half (4 ½) inch rise in any twelve (12) inch horizontal distance. Flat roof designs are not permitted on main or accessory buildings or structures, except that a covered porch or porte cocheres may have a flat roof that is typical of the style and period of the main building.

 - (v) *Slope and pitch--commercial.* Low slope roofs with parapets are allowed as a primary roof for commercial structures.

- n. *Windows and doors.*

(i) *Front facade openings.*

- 1) *Glass.* Clear, decorative stained, beveled, etched, and clear leaded glass may be permitted in any window opening. Reflective, tinted, opaque, and mirrored glass and plastic are not permitted in any opening. Translucent glass is not permitted, except in bathrooms, front doors, sidelites, specialty windows and commercial storefronts. No glass pane may exceed sixteen (16) square feet in area unless part of the original design or in commercial storefronts in which case a pane may not exceed fifty (50) square feet.
 - 2) *Screens, storm doors, and storm windows.* A screen, storm door, or storm window on a front or side facade of a main building may be permitted only if:
 - a) Its frame matches or complements the color scheme of the main building; and
 - b) It does not obscure significant features of the window or door it covers.
 - 3) *Security and ornamental bars.* Security and ornamental bars are permitted pending review by the P & Z Commission on any side of a main or accessory building abutting a street.
 - 4) *Style.*
 - a) All windows, doors, sidelites, and shutters in the front or side facade of a main building must be proportionally balanced in a manner typical of the style and period of the building.
 - b) The size and proportion of window and door openings located on the front and side facades of a main building must be typical of the style and period of the building.
 - c) The frames of windows should be trimmed in a manner typical of the style of the building.
2. *Fences.* Fences must be consistent with the same period of the main building.

- a. *Form.* Fences must be constructed and maintained in a vertical position.
- b. *Height.* Within a front yard, no fence or wall shall be erected to exceed a height of four (4) feet.
- c. *Location.*
- (i) A fence in an interior side yard must be located no further forward on the lot than the front of the main building.
 - (ii) A fence in a corner side yard must not be directly in front of the corner side facade, except that the building official may allow a fence that is directly in front of the corner side facade if:
 - 1) More screening is necessary to insure privacy due to unusually high pedestrian or vehicular traffic; and
 - 2) The fence does not screen all or any portion of a significant architectural feature of the main building.
 - (iii) A fence must run either parallel or perpendicular to a building wall or lot line.
- d. *Materials.* A fence in a front or corner side yard must be constructed of wrought iron, wood or brick. Concrete block fences are not permitted.
- e. *Masonry columns and bases.* The color, texture, pattern and dimensions of masonry and the color, width, type and elevation of mortar joints in a fence column or base must match the masonry and mortar joints of the main building as nearly as practicable.
- f. *Metal fences.* Wrought iron and metal fences must be compatible with the style and period of the main building. Non-decorative chain link, barbed and razor wire fences are permitted only in back yards and must not be visible from adjacent properties or abutting streets.
- g. *Wooden fences.*
- (i) All wooden structural posts must be at least four (4) inches by four (4) inches in diameter (nominal size).
 - (ii) Wooden fences facing a public street must present the finished side to the street.

- (iii) Wooden fences may be painted or stained a color that is complementary to the main building.
3. *Nonconforming uses and structures.* Except as otherwise provided in this document, the Zoning Ordinance of the City of Montgomery relating to nonconforming uses and structures applies to all historic districts and all properties designated as a historic landmark.
4. *Rebuilding damaged or destroyed buildings or structures.* If a lawful nonconforming building or structure in a historic district is damaged by fire, explosion, act of God or other calamity, the building or structure may be rebuilt or repaired at the same location with the approval of the P & Z Commission as long as the building is consistent with the original structure. New construction that is not consistent with the original structure must comply with the design guidelines provided in this section.
5. Excellent photographic examples of buildings and structures to be constructed in the historic district, or on a property designated as a historic landmark, are attached to these guidelines as Appendix "A", and are incorporated herein by reference. These photographs include appropriate guidelines and standards for roofs and porches, front facade openings, home details, chimneys, dormers, fences, accessory buildings, garages, and other features, as well as commercial structures. The examples reflect the architectural style, form, scale, materials, colors, details and treatments of buildings and other structures constructed in the period between 1830 and 1941, and in which the City is seeking to preserve and maintain, in its effort to maintain economic viability, protect property values, and to preserve the integrity and character of the historic district, and properties designated as historic landmarks, in a manner of quality indicative of the City of Montgomery.

Montgomery Planning and Zoning Commission
AGENDA REPORT

Meeting Date: August 6, 2024	Budgeted Amount: N/A
Department: Administration	Prepared By: DMc

Subject

Calling a Public Hearing on a rezoning request of 15.46 acres along Lone Star Parkway west of Liberty Street from ID-Industrial to B-Commercial and R2-Multi-family Residential as submitted by SPT Montgomery, LLC (Dev. No. 2215).

Recommendation

Staff recommends calling a Public Hearing to be held on September 3, 2024 at 6:00 pm at city hall.

DiscussionIssue:

The property owner/developer has submitted a rezoning application to the city to rezone the property from ID-Industrial to a B-Commercial and R2-Multi-Family Residential.

Rules:**Sec. 98-30. - Amendments to chapter and changes to district boundaries.**

- (a) *The city council may from time to time amend, supplement, or change by ordinance the boundaries of the districts or the regulations established in this chapter.*
- (b) *Requests for amendments may be initiated by the city council, the planning and zoning commission, or by application of one or more property owners.*
- (1) *Accompanying data requirements. An application for an amendment by a property owner shall be filed with the planning and zoning commission upon such forms and accompanied by such data and information as may be required by the planning and zoning commission. When applicable, an accurate legal description and map of the land and existing buildings shall be submitted with the application. It shall be the responsibility of the applicant to indicate any applicable deed restrictions applying to the subject property.*
- (2) *Application fee. Each application by a property owner shall be accompanied at the time of filing by a fee as currently established or as hereafter adopted by resolution of the city council from time to time. Wherever the entire application for alteration or change hereunder is withdrawn before publication of notice is ordered to be given of the public hearing, the unused portion of the application fee shall be refunded to the applicant.*
- (c) *Before taking any action on any proposed amendment, supplement or change, the city shall submit the amendment, supplement or change to the planning and zoning commission of its recommendation and report. The planning and zoning commission shall make a preliminary report and hold public hearings on that report before submitting a final report to the city council. The city council may not hold a public hearing until it receives the final report of the planning and zoning commission. The city council may not take action on the matter until it receives the final report of the planning and zoning commission. Before the tenth day before the hearing date, written notice of each public hearing before the planning and zoning commission on a proposed change in a zoning classification shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within 200 feet of the property on which the change in classification is proposed. If the property within 200 feet of the property on which the change is proposed is located in territory annexed to the city and is not included on the most recently*

Montgomery Planning and Zoning Commission
AGENDA REPORT

approved municipal tax roll, the notice shall be given in the manner provided by subsection (d) of this section.

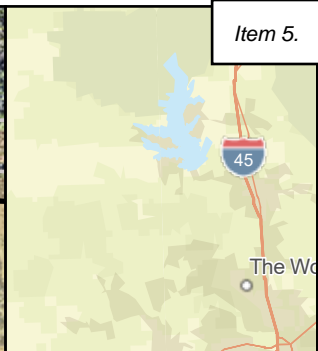
(d) Before the tenth day before the hearing date, written notice of each public hearing before the planning and zoning commission on a proposed change in a zoning classification affecting residential or multifamily zoning shall be sent to each school district in which the property for which the change in classification is proposed is located. The notice may be served by its deposit in the city, properly addressed with postage paid, in the United States mail.

(e) A public hearing shall be held by the city council before adopting any proposed supplement, amendment or change. Notice of such hearing shall be given by publication two times in the official publication of the city stating the time and place of such hearing, which time shall not be earlier than 15 days from the first day of such publication.

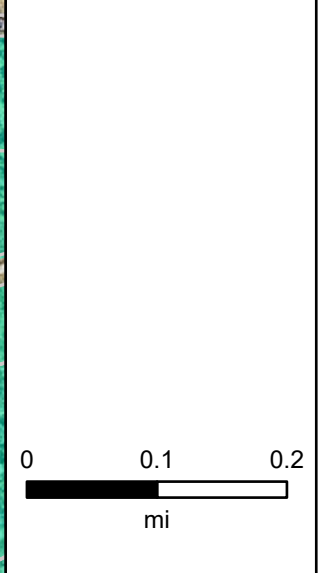
(f) Unless such proposed amendment, supplement or change has been approved by the city planning and zoning commission or if a protest against such amendment, supplement or change has been filed by 20 percent or more, either of the area of the lots included in such proposed change, or those immediately adjacent in the rear thereof, extending 200 feet therefrom, or of those directly opposite thereto extending 200 feet from the street frontage of such opposite lots, such amendments, supplements or change shall not become effective except by a three-fourths vote of the city council.

Analysis & Conclusion:
The first step in the rezoning process is calling a public hearing. This is the only action needed tonight. Staff recommends calling the public hearing.

Approved By		
Director Planning & Development Assistant City Administrator	Dave McCorquodale	Date: 07/31/2024



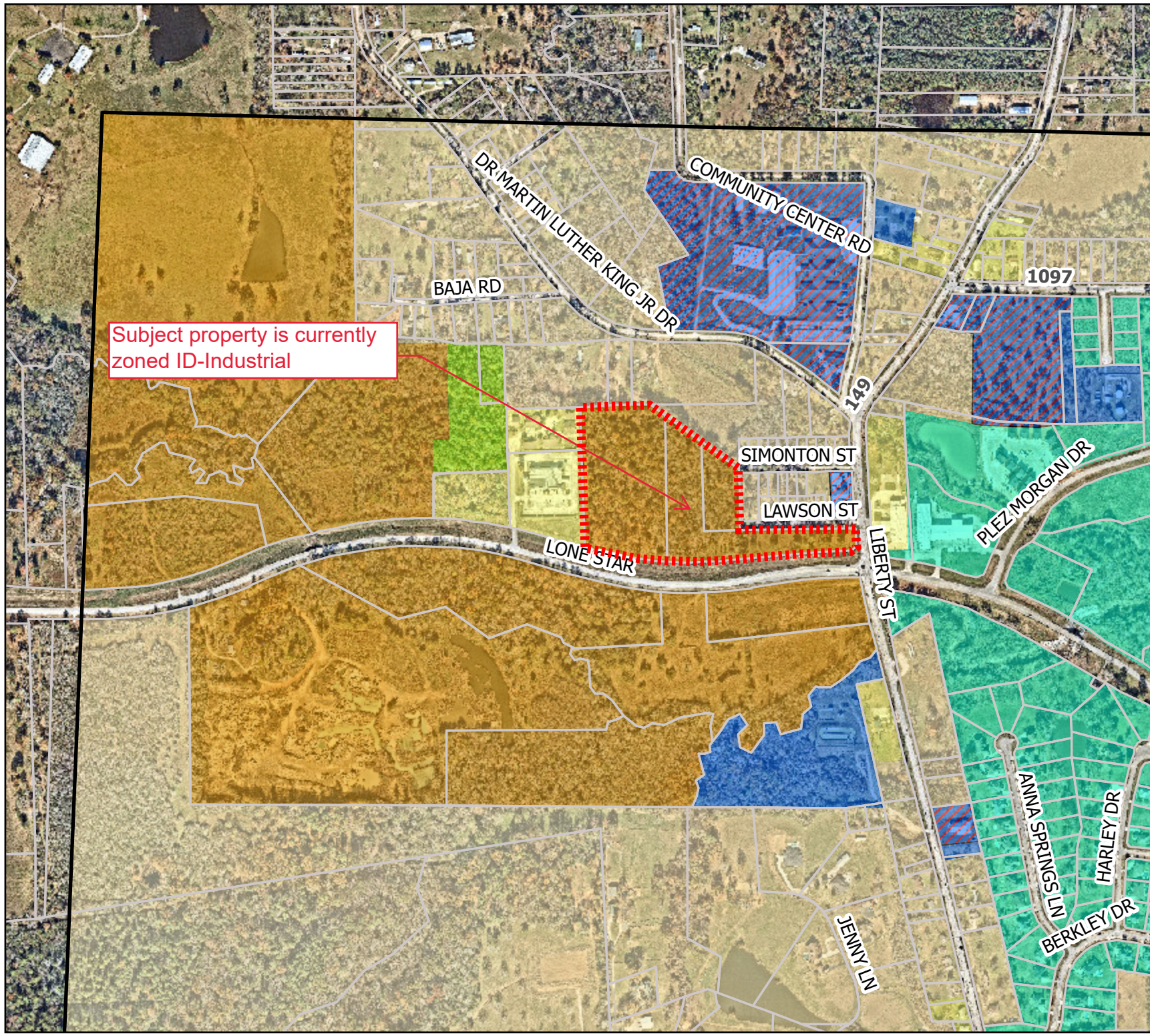
Legend



Superior Properties Current Zoning



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.



Subject property is currently zoned ID-Industrial

SPT MONTGOMERY LLC

26111 Upper Beacon Place
Montgomery, TX 77316
(936) 647-0420

July 16, 2024

Mr. Dave McCorquodale
Planning & Development
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Re: Request to Rezone 15.46 Acres of Land
SPT Montgomery LLC
NW Corner of Lone Star Parkway and Liberty Street (FM 149)
City of Montgomery, Texas

Dear Mr. McCorquodale:

It is the desire of SPT Montgomery LLC to develop 15.46 acres of land at the NW corner of Lone Star Parkway and Liberty Street. The current land plan includes 7.69 acres of proposed multi-family development (duplex community) and 7.77 acres of proposed commercial development.

The 15.46 acres of land is currently zoned as Industrial (ID). As a result, SPT Montgomery LLC kindly requests the City of Montgomery consider rezoning 7.69 acres of land as Multi-Family Residential (R-2) and 7.77 acres of land as Commercial (B). The 7.69 acres of land is planned for approximately 30 Duplex Buildings for a total of 60 units served by an entrance to Lone Star Parkway. The 7.77 acres of land is planned for two office/retail buildings, two office-warehouse buildings along the frontage of Lone Star Parkway and a self-storage facility on the back portion of the property. The preliminary land plan is included as part of this request.

We look forward to working with your office and the City of Montgomery. If you have any questions or comments, please contact us.

Sincerely,
SPT Montgomery LLC



Anthony Broussard, Managing Partner



Rezoning Application

City of Montgomery
101 Old Plantersville Rd
Montgomery, Texas 77316
(936) 597-6434

Item 5.

Upon completion return application to dmccorquodale@ci.montgomery.tx.us

Contact Information

Property Owner(s): SPT Montgomery, LLC, a Texas Limited Liability company; Anthony Broussard, Manager

Address: 26111 Upper Beacon Place Montgomery, TX

Zip Code: 77316 Phone: (832) 658-6098

Email Address: superiorpropertiesoftexas@gmail.com

Applicants: SPT Montgomery, LLC c/o J.A. Costanza & Associates Engineering, Inc. - Greg Phipps

Address: 4301 Center Street Deer Park, TX

Zip Code: 77536 Phone: (281) 658-2765 (cell)

Email Address: gehipps@jac-ce.com

Parcel Information

Property Identification Number (MCAD R#): 548359 (8.00 acres), 548360 (5.56 acres), and 34504 (1.9 acres)

Legal Description: Called 15.46 acres of land, being Tract 46H-2 (8.00 ac), Tract 46H-3 (5.56 ac), and Tract 39 (1.9 ac) Ben J. Rigsby, Abstract 31, Montgomery County, TX

Street Address or Location: NW corner of Lone Star Pkwy and Liberty Street (FM 149)

Acreage: 15.46 Present Zoning: ID - Industrial Present Land Use: Undeveloped

Proposed Zoning: R-2 and B Proposed Land Use: R-2 - Duplex Community (7.69 Acres)
B - Office/Retail, Office/Warehouse, & Self Storage (7.77 Acres)

Is the proposed use in compliance with the Future Land Use Plan? YES NO

Additional Information

Owner(s) of record for the above described parcel:

Signature: [Signature] Date: 7-19-2024

Signature: _____ Date: _____

Signature: _____ Date: _____

Note: Signatures are required for all owners of record for the property proposed for Special Use Permit. Attach additional signatures on a separate sheet of paper.

Date Received

Office Use

Item 5.

Additional Information

The following information must also be submitted:

Cover letter on company letterhead stating what is being asked. [

X] Metes and Bounds.

[] All applicable fees and payments. **All payments by credit card are subject to a 5% merchant fee.**

Copies of all deeds or a title opinion from a licensed attorney establishing current ownership of the property for which the zoning change is sought.

A site plan. If there are existing structures, parking, curb cuts and drainage they must be shown.

The application from must be signed by the owner/applicant. If the applicant is not the owner, written authorization from the owner authorizing the applicant to submit the rezoning request shall be submitted.

Payment of all Indebtedness Attributable to the subject property.

Public Hearings

Parties in interest and citizens shall have an opportunity to be heard at public hearings conducted by the Planning and Zoning Commission and the City Council before any amendment to a district regulation, restriction, or boundary shall become effective. Regularly scheduled meetings are as follows and will be held accordingly unless public notice has been given of a change of dates:

Planning and Zoning Commission: **1st Tuesday of every month at 6:00 p.m.**

City Council: **2nd and 4th Tuesday of every month at 6:00 p.m.**

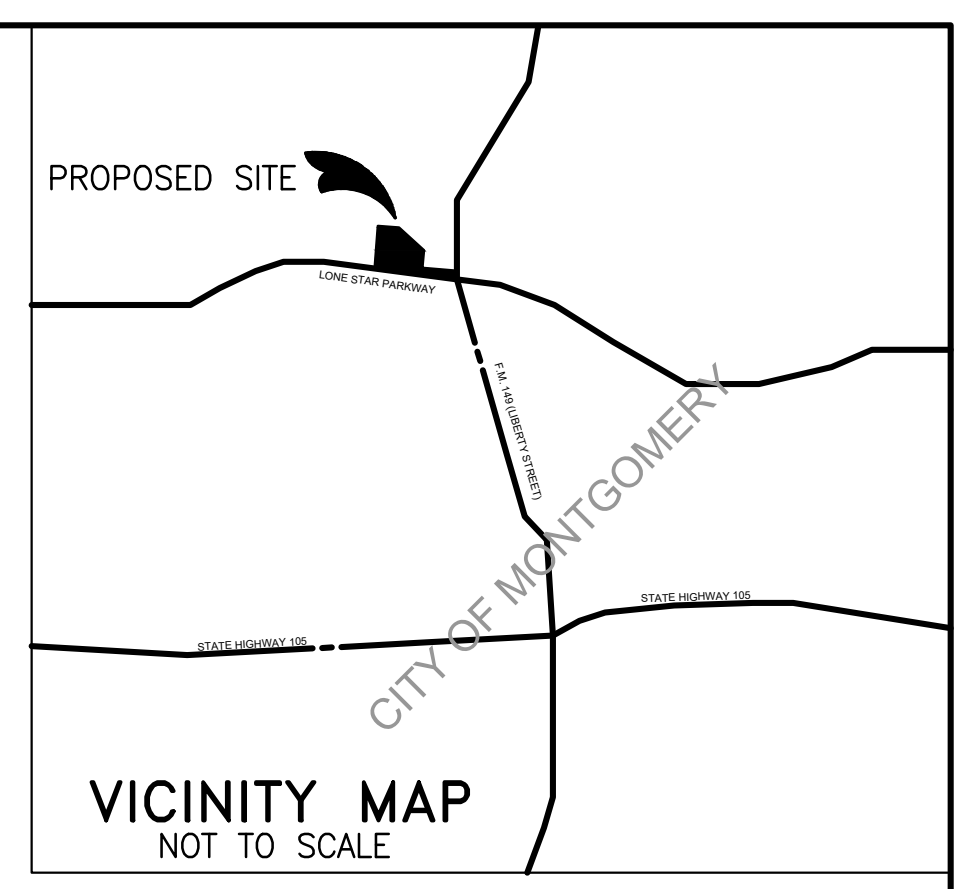
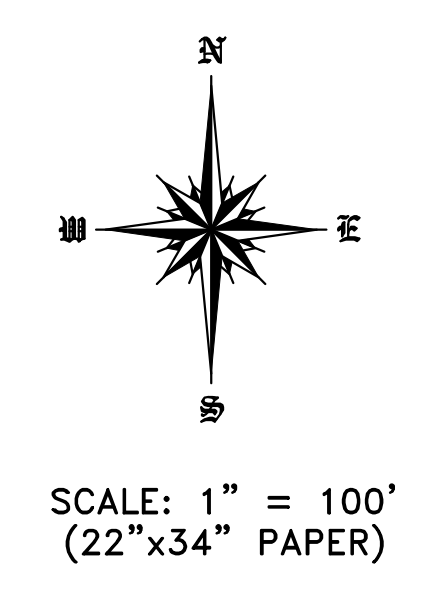
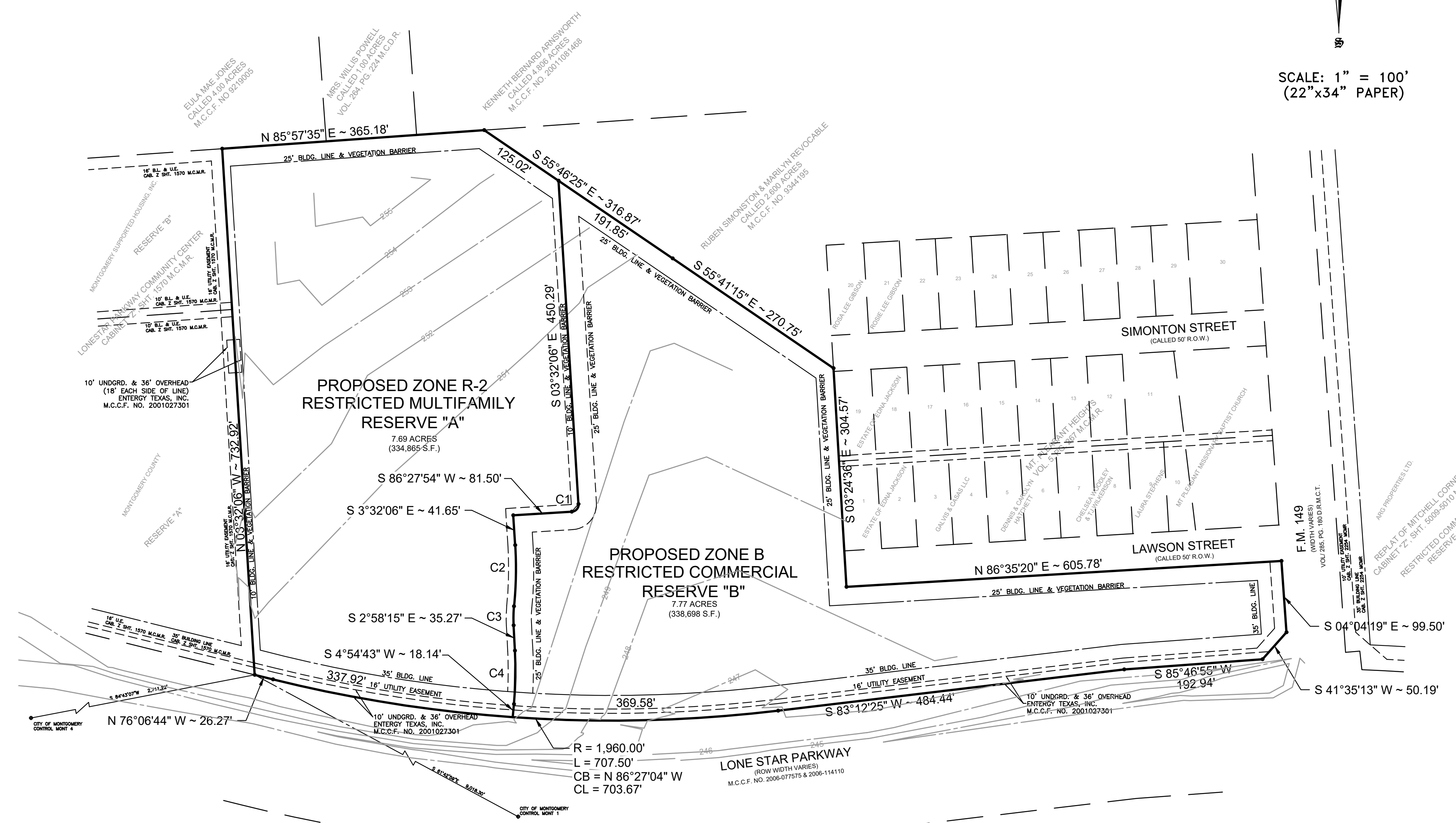
Protests

If a protest against a proposed zoning change including PDD and SUP requests has been filed with the City Secretary, duly signed and acknowledged by the owners of twenty percent (20%) or more, either of the area of the land included in such a proposed change or those owners of property immediately adjacent to the subject property and extending two hundred feet (200) there from, such zoning change shall not become effective except by a three-fourths (3/4) vote of governing body in accordance with the provisions of Section 211.006 of the Texas Local Government Code.

Resubmission

Rezoning requests which have been heard and decided by the Council of the City of Montgomery may not be re-filed with the City for six (6) months after the date of such decision by the Council, absent a change in circumstances.

Rezoning requests for the same property to a different classification than the denied request may be re-filed prior to the expiration of six (6) months.



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	10.00'	15.71'	S 41°27'54" W	14.14'	90°00'00"
C2	529.97'	85.05'	S 1°05'06" W	84.96'	9°11'44"
C3	189.50'	26.58'	S 1°02'49" W	26.58'	8°02'09"
C4	509.87'	74.41'	S 1°02'49" W	74.34'	8°21'41"

- ZONING NOTES:**
- Existing Zoning Type:
A. Industrial (ID) - 15.46 Acres - Undeveloped Condition
 - Requested Zoning Types:
A. Multi-Family (R-2) - 7.69 Acres - Planned Single-Family Duplex Units
B. Commercial (B) - 7.77 Acres - Planned Development Type:
a. Office/Retail and Office/Warehouse
b. Self Storage Units

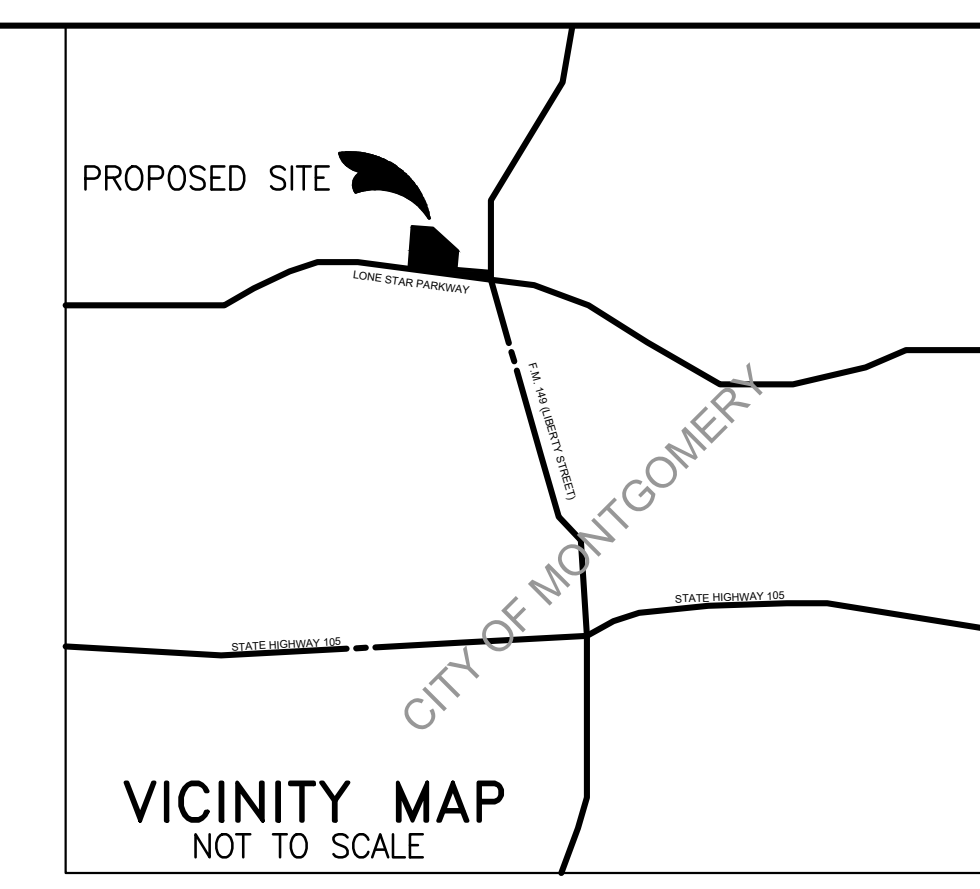
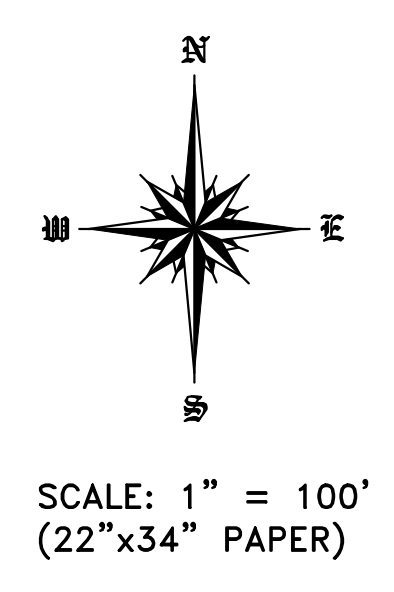
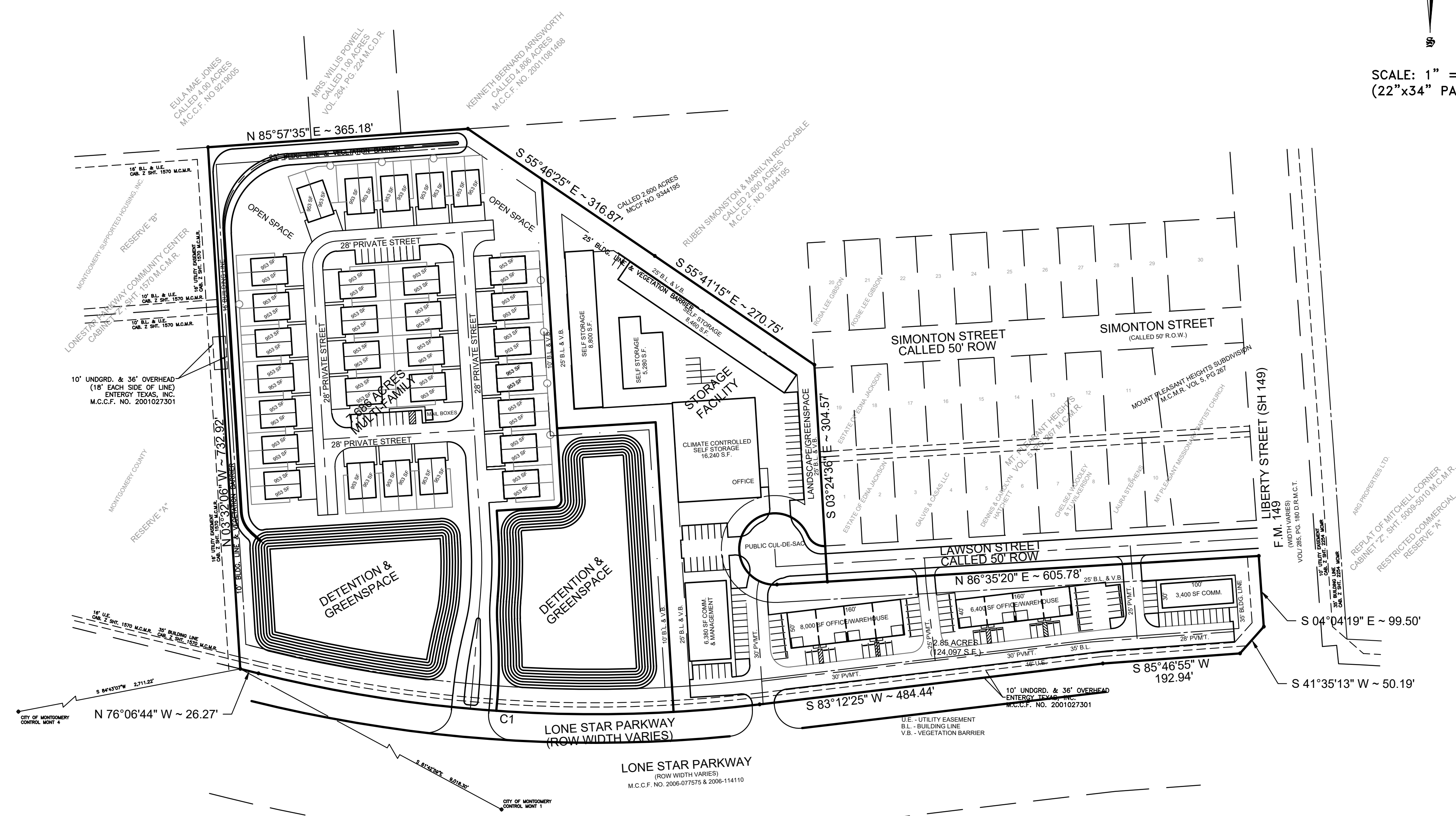
GENERAL NOTES:

- Coordinates shown hereon are Texas Central Zone State Plane Coordinates (NAD 83) and may be brought to surface by applying combined scale factor of 0.999922.
- Distances shown on curves are arc lengths.
- All set corners are 5/8 inch iron rods with caps; existing found corners are identified on map.
- Flood Statement: This site is located in unshaded Zone "X" or areas to be outside the 100-year and 500-year floodplain, according to FEMA Flood Insurance Rate Map (FIRM) No. 48339C0200G dated August 18, 2014. This statement is based on scaling and is based on FEMA FIRM that does not necessarily identify all areas subject to flooding under specific conditions and does not imply that the property and/or structures therein will be free from flooding.



OWNER/DEVELOPER:
SPT MONTGOMERY, LLC
26111 UPPER BEACON PLACE
MONTGOMERY, TEXAS 77316
PHONE (936) 647-0420

EXHIBIT OF
REQUEST FOR ZONING CHANGE
SUPERIOR PROPERTIES AT LONE STAR
BEING 15.46 ACRES OUT OF THE
B. RIGSBY SURVEY, ABSTRACT NO. 31,
MONTGOMERY COUNTY, TEXAS
2 RESERVES



- GENERAL NOTES:**
- Coordinates shown hereon are Texas Central Zone State Plane Coordinates (NAD 83) and may be brought to surface by applying combined scale factor of 0.999922.
 - Distances shown on curves are arc lengths.
 - All set corners are 5/8 inch iron rods with caps; existing found corners are identified on map.
 - Flood Statement: This site is located in unshaded Zone "X" or areas to be outside the 100-year and 500-year floodplain, according to FEMA Flood Insurance Rate Map (FIRM) No. 48339C0200G dated August 18, 2014. This statement is based on scaling and is based on FEMA FIRM that does not necessarily identify all areas subject to flooding under specific conditions and does not imply that the property and/or structures therein will be free from flooding.

JACOSTANZA & ASSOCIATES
ENGINEERING, INC.
T.B.P.E. FIRM REGISTRATION NO. F-652
4301 CENTER ST. DEER PARK, TX 77536 281-930-9339

OWNER/DEVELOPER:
SPT MONTGOMERY, LLC
26111 UPPER BEACON PLACE
MONTGOMERY, TEXAS 77316
PHONE (936) 647-0420

PRELIMINARY LANDPLAN
SUPERIOR PROPERTIES AT LONE STAR
BEING 15.46 ACRES OUT OF THE
B. RIGSBY SURVEY, ABSTRACT NO. 31,
MONTGOMERY COUNTY, TEXAS
2 RESERVES

Montgomery Planning and Zoning Commission
AGENDA REPORT

Meeting Date: August 6, 2024	Budgeted Amount: N/A
Department: Administration	Prepared By: DMc

Subject

Consideration and possible action on the Final Plats for Redbird Meadows Sections One, Two, and Three (Dev. No. 2006).

Recommendation

Staff recommends approval of the Final Plats for Redbird Meadows Sections One, Two, and Three.

Discussion

Issue:

The final plats for Sections 1-3 have been submitted and reviewed by the city engineer. The plats meet the conditions set by the approved Development Agreement and other applicable regulations.

Rules:

Chapter 78 governs subdivision of land within the city. Section 78-61 details Final Plat requirements. The approved Development Agreement, along with Amendment No. 1 and a summary of the amendment, is attached for your reference.

Analysis & Conclusion:

The engineers have reviewed the plats and found that they meet the applicable requirements referenced above and attached. Following discussion and clarifications with the city engineer, if there are no material errors or missing information, the Commission should approve the plats.

Approved By

Director Planning & Development Assistant City Administrator	Dave McCorquodale	Date: 08/02/2024
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August 2, 2024

The Planning and Zoning Commission
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77316

Re: Submission of Final Plat
Redbird Meadows Phase 1A (Sections 1, 2, and 3)
City of Montgomery

Dear Commission:

We reviewed the Final Plat submission for Redbird Meadows, owned by Redbird Meadows Development LLC. ("the Owner"), on behalf of the City of Montgomery. The Owner has requested platting of the referenced sections for the development of 174 single-family residential lots and 19 total reserves between the 3 sections.

As a reminder, this development includes 681 total single family lots with a mix of 60-, 70-, and 80-foot lot widths. The Final Plats submitted for approval include the following variances, as approved in the Development Agreement dated May 10, 2022 and amended August 8, 2023 :

- Streets: 24' pavement width and 50' right-of-way width for minor residential streets,
- Side Lot: 5' side yard setbacks, with no appurtenances, equipment, accessories, fixtures, appendages, extras, additions, etc. located within the side yard setback area. Additionally, 20% of the total shared lot lines between two adjacent homes for each development phase will have no less than a total of 15' side yard setbacks.
- Lot Size: A maximum of 47% of the platted single-family residential lots may be a minimum of 60-feet wide and 8,400 square feet.

Our review was based on The City of Montgomery's Code of Ordinances, Chapter 78, Section 60 and any other applicable chapters. We offer no objection to the plat as submitted. We recommend the Commission approve the plat as submitted.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Katherine Vu".

Katherine Vu, PE, CFM
Engineer for the City

Redbird Meadows Phase 1A Final Plats

City of Montgomery

Page 2 of 2

August 2, 2024

CVR/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2024\2024.08.01 MEMO to P&Z Redbird Phase 1A Final Plat.docx

Enclosures: Final Plats

Cc (via email): The Honorable Mayor and City Council – City of Montgomery
Mr. Gary Palmer – City of Montgomery, City Administrator
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Micah Kreikemeier, PE – LJA, Redbird Meadows

STATE OF TEXAS
COUNTY OF MONTGOMERY

THAT REDBIRD MEADOW DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY HEREIN ACTING INDIVIDUALLY OR THROUGH THE UNDERSIGNED DULY AUTHORIZED AGENTS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED REAL PROPERTY AS THE REDBIRD MEADOWS SECTION ONE SUBDIVISION, AND DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS THEREIN SHOWN, AND DEDICATE TO PUBLIC USE FOREVER ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, PARKS, AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE; AND DOES HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES AND DOES HEREBY BIND OWNER, AND OWNER'S SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

OWNER HEREBY CERTIFIES THAT OWNER HAS OR WILL COMPLY WITH ALL APPLICABLE REGULATIONS OF THE CITY, AND THAT A ROUGH PROPORTIONALITY EXISTS BETWEEN THE DEDICATIONS, IMPROVEMENTS, AND EXACTIONS REQUIRED UNDER SUCH REGULATIONS AND THE PROJECTED IMPACT OF THE SUBDIVISION.

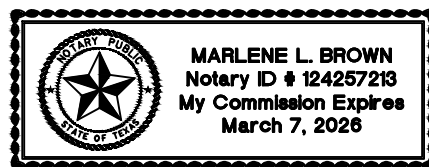
REDBIRD MEADOW DEVELOPMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
PERRY SENN,
MANAGER AND MEMBER

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PERRY SENN, MANAGER AND MEMBER OF REDBIRD MEADOW DEVELOPMENT, 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 HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THAT I STEPHEN P. MATOVICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREOF WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MONTGOMERY, TEXAS.

STEPHEN P. MATOVICH, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5347



STATE OF TEXAS
COUNTY OF MONTGOMERY

I, L. BRANDON STEINMANN, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2024, AT _____ O'CLOCK _____M., AND DULY RECORDED ON _____, 2024, AT _____ O'CLOCK _____M., IN CABINET _____ SHEET _____, OF RECORD OF MAP FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

L. BRANDON STEINMANN, CLERK, COUNTY COURT,
MONTGOMERY COUNTY, TEXAS

BY: _____
DEPUTY

I THE UNDERSIGNED, ENGINEER FOR THE CITY OF MONTGOMERY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER - MONTGOMERY

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING AND ZONING COMMISSION, AND IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS _____ DAY OF _____, 20____.

BY: _____
CHAIRPERSON PLANNING AND ZONING
COMMISSION

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL. DATED THIS _____ DAY OF _____, 20____.

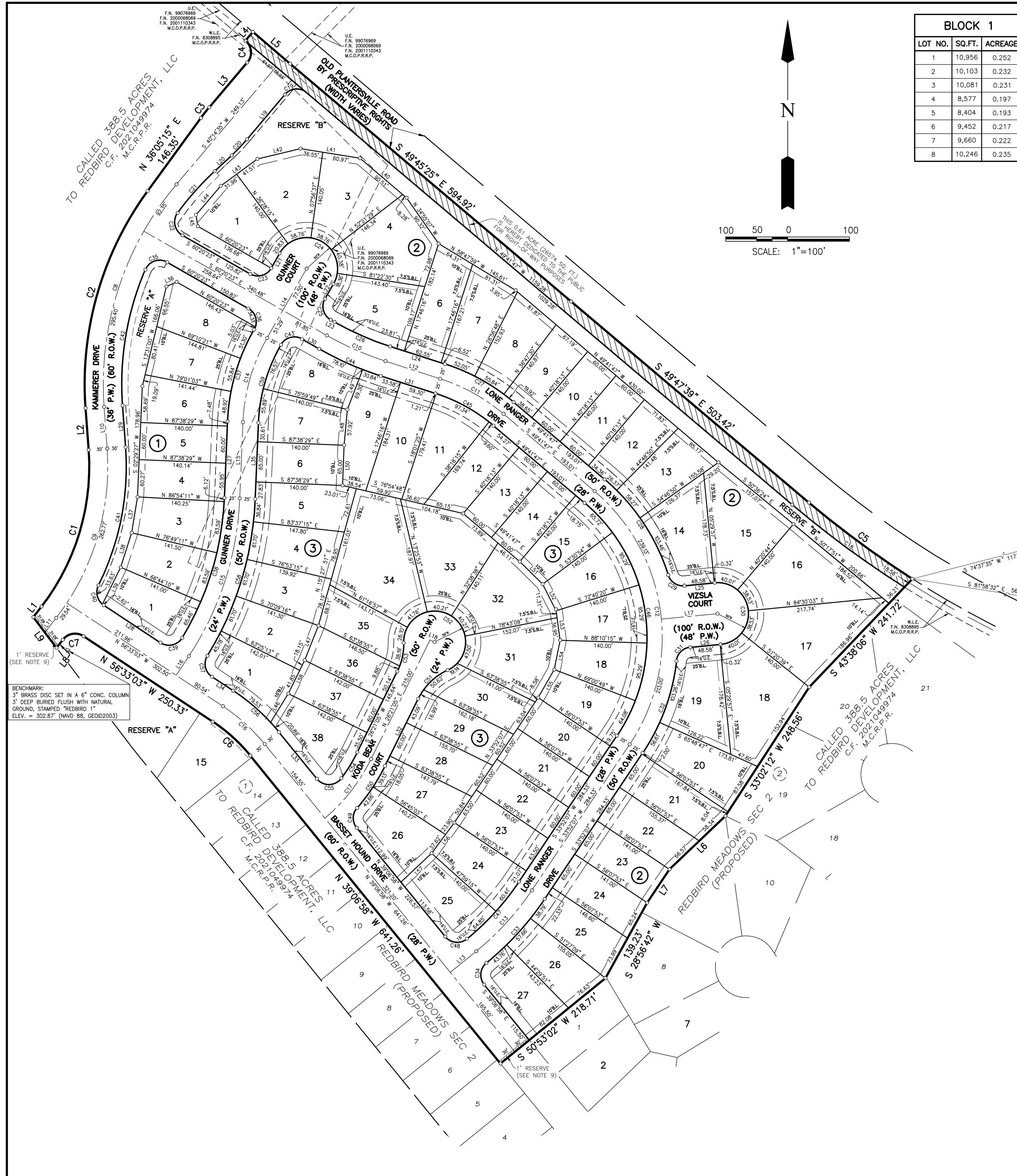
BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY

OWNER: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

REDBIRD MEADOWS
SECTION ONE

SHEET 2 OF 4

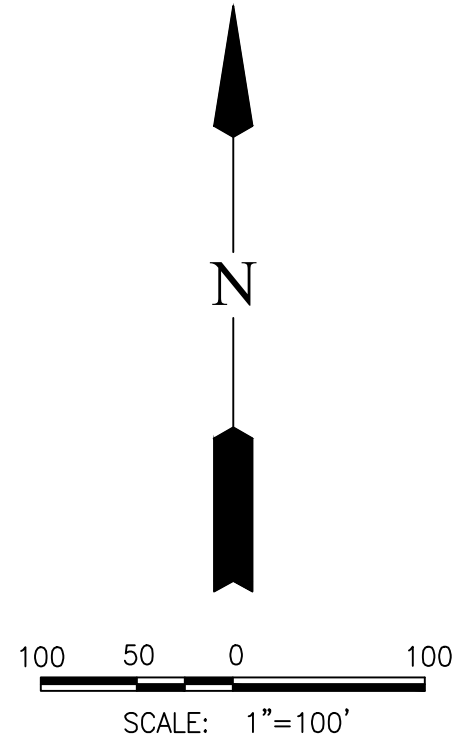


BLOCK 1		
LOT NO.	SQ.FT.	ACREAGE
1	10,956	0.252
2	10,103	0.232
3	10,081	0.231
4	8,577	0.197
5	8,404	0.193
6	9,452	0.217
7	9,660	0.222
8	10,246	0.235

BLOCK 2		
LOT NO.	SQ.FT.	ACREAGE
1	11,164	0.256
2	13,288	0.305
3	13,512	0.310
4	15,705	0.361
5	13,440	0.309
6	10,926	0.251
7	11,348	0.261
8	9,960	0.229
9	8,810	0.202
10	8,400	0.193
11	8,400	0.193
12	9,292	0.213
13	10,467	0.240
14	13,287	0.305
15	16,843	0.387
16	16,755	0.385
17	18,073	0.415
18	18,206	0.418
19	13,257	0.304
20	12,366	0.284
21	10,558	0.242
22	9,632	0.221
23	9,165	0.210
24	9,347	0.215
25	10,105	0.232
26	9,889	0.227
27	10,500	0.241

BLOCK 3		
LOT NO.	SQ.FT.	ACREAGE
1	11,352	0.261
2	9,905	0.227
3	9,777	0.224
4	10,030	0.230
5	10,830	0.249
6	9,100	0.209
7	10,173	0.234
8	11,498	0.264
9	10,939	0.251
10	10,932	0.251
11	11,640	0.267
12	9,478	0.218
13	8,400	0.193
14	8,400	0.193
15	9,622	0.221
16	10,129	0.233
17	10,129	0.233
18	10,129	0.233
19	9,589	0.220

BLOCK 3		
LOT NO.	SQ.FT.	ACREAGE
20	8,400	0.193
21	8,400	0.193
22	8,400	0.193
23	8,890	0.204
24	10,064	0.231
25	10,953	0.251
26	11,529	0.265
27	9,448	0.217
28	9,105	0.209
29	9,572	0.220
30	9,599	0.220
31	14,119	0.324
32	14,192	0.326
33	17,047	0.391
34	21,870	0.502
35	9,278	0.213
36	8,668	0.199
37	8,520	0.196
38	12,150	0.279



CITY OF MONTGOMERY MONUMENT 1	X: 3757800.73970
	Y: 10135441.47530
	ELEV: 239.700 (NAVD 88, GEOID2003)
CITY OF MONTGOMERY MONUMENT 2	X: 3757800.73970
	Y: 10135355.69490
	ELEV: 301.880 (NAVD 88, GEOID2003)

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.458	19,935	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	1.195	52,063	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	1.653	71,998	

- LEGEND**
- B.L. INDICATES BUILDING LINE
 - S.B.L. INDICATES SIDE BUILDING LINE
 - P.W. INDICATES PAVING WIDTH
 - U.E. INDICATES UTILITY EASEMENT
 - F.N. INDICATES FILE NUMBER
 - M.C.M.R. INDICATES MONTGOMERY COUNTY MAP RECORDS
 - M.C.O.P.R. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS
 - R.O.W. INDICATES RIGHT-OF-WAY
 - DOC. NO. INDICATES DOCUMENT NO.
 - CAB. INDICATES CABINET
 - SHTS. INDICATES SHEETS
 - P.O.B. INDICATES POINT OF BEGINNING
 - INDICATES STREET NAME CHANGE
 - C.F. INDICATES CLERKS FILE NUMBER

OWNER: REDBIRD MEADOW DEVELOPMENT, LLC
 A TEXAS LIMITED LIABILITY COMPANY
 5910 FM 2920 RD, SUITE B
 SPRING, TX 77388
 (281) 350-6262

REDBIRD MEADOWS
 SECTION ONE
 SHEET 3 OF 4

DIR: MYLAR CHECK: COORD. 16 May 2024 1:46:07 PM Name: I:\Proj\sk\PLATTING\2980\PLATS\Red Bird Meadows Sec 1.dwg

BLOCK 1		
LOT NO.	SQ.FT.	ACREAGE
1	10,956	0.252
2	10,103	0.232
3	10,081	0.231
4	8,577	0.197
5	8,404	0.193
6	9,452	0.217
7	9,660	0.222
8	10,246	0.235

BLOCK 2		
LOT NO.	SQ.FT.	ACREAGE
1	11,164	0.256
2	13,288	0.305
3	13,512	0.310
4	15,705	0.361
5	13,440	0.309
6	10,926	0.251
7	11,348	0.261
8	9,960	0.229
9	8,810	0.202
10	8,400	0.193
11	8,400	0.193
12	9,292	0.213
13	10,467	0.240
14	13,287	0.305
15	16,843	0.387
16	16,755	0.385
17	18,073	0.415
18	18,206	0.418
19	13,257	0.304
20	12,366	0.284
21	10,558	0.242
22	9,632	0.221
23	9,165	0.210
24	9,347	0.215
25	10,105	0.232
26	9,889	0.227
27	10,500	0.241

BLOCK 3		
LOT NO.	SQ.FT.	ACREAGE
1	11,352	0.261
2	9,905	0.227
3	9,777	0.224
4	10,030	0.230
5	10,830	0.249
6	9,100	0.209
7	10,173	0.234
8	11,498	0.264
9	10,939	0.251
10	10,932	0.251
11	11,640	0.267
12	9,478	0.218
13	8,400	0.193
14	8,400	0.193
15	9,622	0.221
16	10,129	0.233
17	10,129	0.233
18	10,129	0.233
19	9,589	0.220

BLOCK 3		
LOT NO.	SQ.FT.	ACREAGE
20	8,400	0.193
21	8,400	0.193
22	8,400	0.193
23	8,890	0.204
24	10,064	0.231
25	10,953	0.251
26	11,529	0.265
27	9,448	0.217
28	9,105	0.209
29	9,572	0.220
30	9,599	0.220
31	14,119	0.324
32	14,192	0.326
33	17,047	0.391
34	21,870	0.502
35	9,278	0.213
36	8,668	0.199
37	8,520	0.196
38	12,150	0.279

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.458	19,935	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	1.195	52,063	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	1.653	71,998	

SIDELINE SETBACKS 15' OR GREATER	
BLOCK	LOT
2	LOT 4, LOT 5
2	LOT 6, LOT 7
2	LOT 12, LOT 13
2	LOT 14, LOT 15
2	LOT 18, LOT 19
2	LOT 20, LOT 21
3	LOT 7, LOT 8
3	LOT 30, LOT 31
3	LOT 31, LOT 32
3	LOT 33, LOT 34
3	LOT 34, LOT 35
TOTAL PERCENTAGE	30%

LEGEND

- B.L. INDICATES BUILDING LINE
- S.B.L. INDICATES SIDE BUILDING LINE
- P.W. INDICATES PAVING WIDTH
- U.E. INDICATES UTILITY EASEMENT
- F.N. INDICATES FILE NUMBER
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- SHTS. INDICATES SHEETS
- P.O.B. INDICATES POINT OF BEGINNING
- INDICATES STREET NAME CHANGE
- C.F. INDICATES CLERKS FILE NUMBER

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 37°40'51" E	21.61'
L2	N 04°11'24" W	67.60'
L3	N 40°14'35" E	94.90'
L4	N 40°25'36" E	18.76'
L5	S 49°34'24" E	79.26'
L6	S 46°19'52" W	124.91'
L7	S 33°52'07" W	65.00'
L8	S 37°40'51" W	16.42'
L9	N 37°07'58" W	62.17'
L10	S 04°11'24" E	67.60'
L11	S 37°40'51" W	29.76'
L12	S 72°13'44" E	92.88'
L13	S 50°53'02" W	54.10'
L14	S 29°39'37" W	128.79'
L15	N 02°21'31" E	123.43'
L16	S 33°26'57" W	37.02'
L17	S 84°30'03" W	91.00'
L18	N 63°38'55" W	8.00'
L19	S 40°14'35" W	94.76'
L20	S 47°05'56" W	37.65'
L21	N 29°39'37" E	27.50'
L22	S 29°39'37" W	27.50'
L23	S 60°20'23" E	6.85'
L24	S 72°13'44" E	92.88'
L25	N 84°30'03" E	48.90'
L26	S 84°30'03" W	48.90'
L27	S 02°21'31" W	123.43'
L28	N 56°33'03" W	109.94'
L29	N 04°11'24" W	67.60'
L30	S 60°20'23" E	31.84'
L31	S 72°13'44" E	92.88'
L32	N 26°21'05" E	121.13'
L33	N 39°06'58" W	96.95'
L34	N 56°33'03" W	40.83'
L35	N 02°21'31" E	123.43'
L36	S 66°35'19" W	18.02'
L37	S 09°21'12" W	58.74'
L38	S 17°44'08" W	58.66'
L39	S 26°13'52" W	66.48'
L40	N 49°41'47" W	98.79'
L41	N 80°46'40" W	97.52'
L42	S 76°29'01" W	71.64'
L43	S 53°44'42" W	73.47'
L44	S 40°23'11" W	61.67'
L45	S 08°46'24" E	18.65'
L46	S 31°27'12" W	54.85'
L47	S 21°35'59" W	60.21'
L48	S 05°06'29" W	57.92'
L49	S 21°04'11" W	69.30'
L50	N 02°21'31" E	65.00'
L51	N 45°27'58" W	52.03'
L52	N 26°54'23" W	48.26'
L53	N 07°44'57" W	48.26'
L54	N 11°24'28" E	48.26'
L55	N 29°51'37" E	52.21'
L56	N 36°32'48" E	61.51'
L57	N 46°49'17" E	68.22'
L58	N 26°21'05" E	60.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	370.00'	41°52'14"	270.39'	N 16°44'43" E	264.41'
C2	530.00'	40°16'39"	372.58'	N 15°56'56" E	364.95'
C3	300.00'	4°09'20"	21.76'	N 38°09'55" E	21.75'
C4	25.00'	89°56'22"	39.24'	N 04°43'36" W	35.34'
C5	1570.00'	7°35'27"	208.00'	S 53°36'48" E	207.85'
C6	270.00'	17°26'05"	82.16'	N 47°50'01" W	81.84'
C7	25.00'	85°46'06"	37.42'	S 80°33'54" W	34.03'
C8	500.00'	44°25'58"	387.75'	S 18°01'36" W	378.11'
C9	400.00'	41°52'14"	292.31'	S 16°44'43" W	285.85'
C10	500.00'	11°53'21"	103.75'	S 66°17'03" E	103.57'
C11	300.00'	22°31'56"	117.98'	S 60°57'45" E	117.22'
C12	310.00'	83°33'54"	452.13'	S 07°54'50" E	413.11'
C13	450.00'	17°00'55"	133.64'	S 42°22'34" W	133.15'
C14	300.00'	27°18'07"	142.95'	S 16°00'34" W	141.60'
C15	500.00'	31°05'26"	271.32'	N 17°54'14" E	268.00'
C16	300.00'	17°26'05"	91.29'	N 47°50'01" W	90.94'
C17	300.00'	23°17'57"	121.99'	N 38°00'03" E	121.16'
C18	1610.29'	8°01'10"	225.38'	N 53°42'22" W	225.20'
C19	25.00'	90°03'38"	39.30'	S 85°16'24" W	35.37'
C20	300.00'	6°51'21"	35.90'	S 43°40'15" W	35.88'
C21	470.00'	10°59'14"	90.13'	S 41°36'19" W	89.99'
C22	25.00'	96°27'05"	42.08'	S 12°06'50" E	37.29'
C23	25.00'	90°00'00"	39.27'	N 74°39'37" E	35.36'
C24	50.00'	180°00'00"	157.08'	S 60°20'23" E	100.00'
C25	25.00'	90°00'00"	39.27'	S 15°20'23" E	35.36'
C26	475.00'	11°53'21"	98.56'	S 66°17'03" E	98.39'
C27	325.00'	22°31'56"	127.81'	S 60°57'45" E	126.99'
C28	335.00'	32°10'21"	188.11'	S 33°36'37" E	185.65'
C29	25.00'	77°58'31"	34.02'	S 56°30'42" E	31.46'
C30	50.00'	180°00'00"	157.08'	S 05°29'57" E	100.00'
C31	25.00'	77°58'31"	34.02'	S 45°30'47" W	31.46'
C32	335.00'	27°20'35"	159.87'	S 20°11'49" W	158.36'
C33	475.00'	16°54'44"	140.21'	S 42°19'29" W	139.70'
C34	25.00'	89°53'48"	39.22'	S 05°49'56" W	35.32'
C35	25.00'	96°27'05"	42.08'	N 71°26'05" E	37.29'
C36	25.00'	90°12'40"	39.36'	S 15°14'03" E	35.42'
C37	325.00'	27°30'47"	156.06'	S 16°06'54" W	154.57'
C38	475.00'	28°48'05"	238.77'	S 16°45'33" W	236.27'
C39	25.00'	92°17'21"	40.27'	S 77°18'16" W	36.05'
C40	25.00'	83°03'26"	36.24'	N 15°01'20" W	33.15'
C41	430.00'	30°41'46"	230.37'	N 11°09'29" E	227.63'
C42	470.00'	27°23'56"	224.75'	N 09°30'34" E	222.62'
C43	25.00'	89°42'16"	39.14'	N 74°48'29" E	35.26'
C44	525.00'	11°53'21"	108.94'	S 66°17'03" E	108.74'
C45	275.00'	22°31'56"	108.15'	S 60°57'45" E	107.45'
C46	285.00'	83°33'54"	415.67'	S 07°54'50" E	379.79'
C47	425.00'	16°53'11"	125.26'	S 42°18'42" W	124.80'
C48	25.00'	90°07'45"	39.33'	N 84°10'50" W	35.40'
C49	25.00'	79°53'13"	34.86'	N 00°49'38" E	32.10'
C50	325.00'	14°25'10"	81.79'	N 33°33'40" E	81.58'
C51	100.00'	38°44'22"	67.61'	N 45°43'16" E	66.33'
C52	50.00'	246°16'56"	214.92'	N 58°03'01" W	83.73'
C53	100.00'	27°32'34"	48.07'	S 12°34'48" W	47.61'
C54	275.00'	10°18'06"	49.44'	S 31°30'08" W	49.38'
C55	25.00'	104°13'51"	45.48'	S 88°46'06" W	39.46'
C56	330.00'	17°26'05"	100.42'	N 47°50'01" W	100.03'
C57	25.00'	88°07'38"	38.45'	N 12°29'14" W	34.77'
C58	525.00'	29°13'04"	267.72'	N 16°58'03" E	264.83'
C59	275.00'	27°35'51"	132.46'	N 16°09'26" E	131.18'

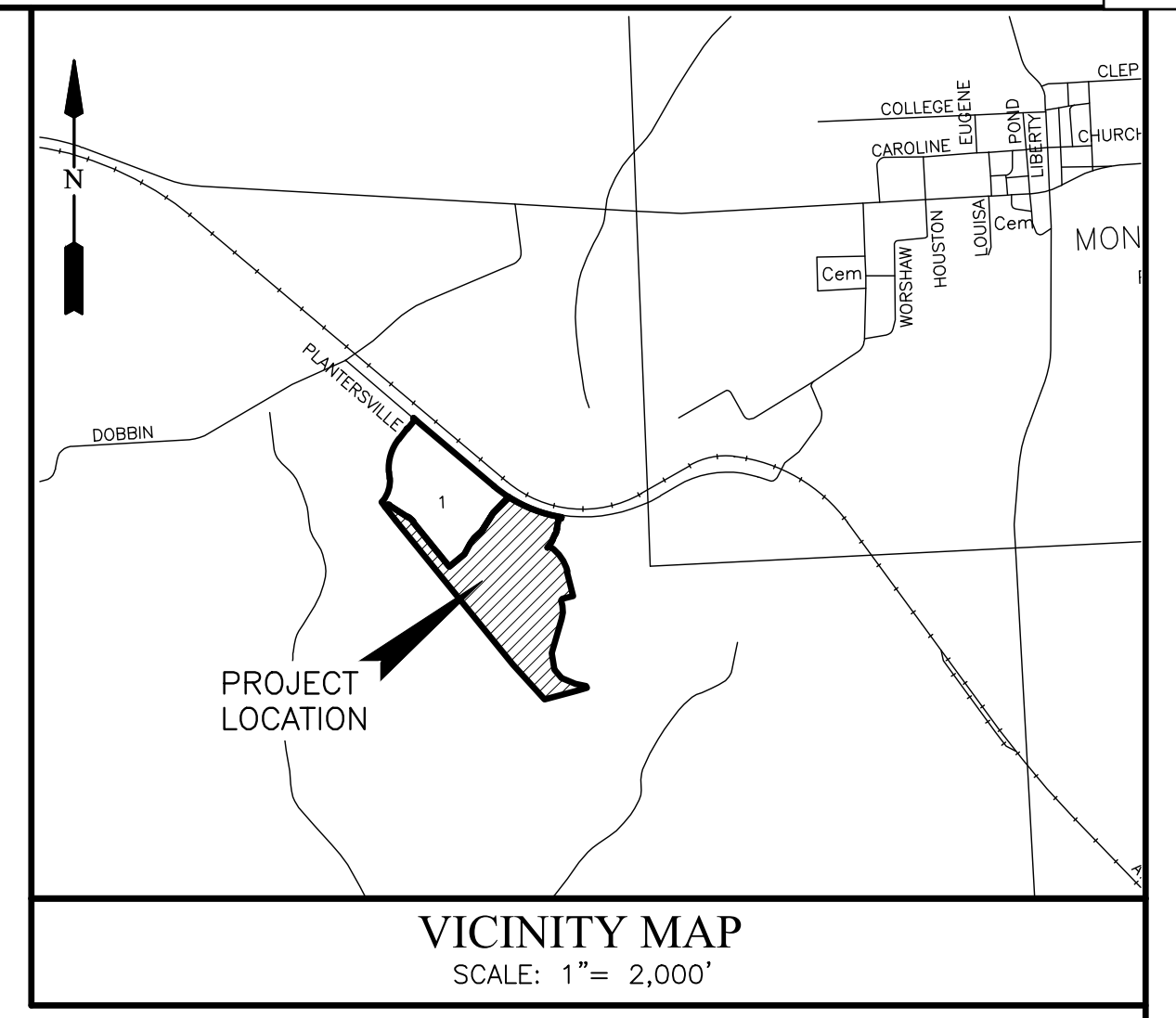
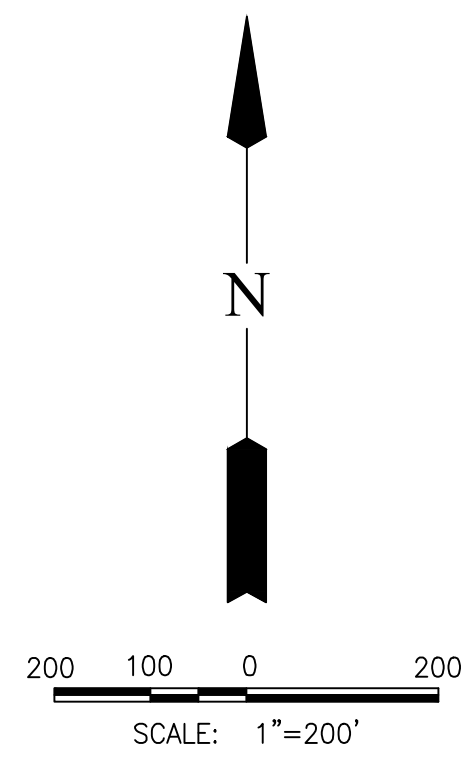
NOTES:

1. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
2. ALL BEARINGS ARE REFERENCED TO THE 1927 TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, CENTRAL ZONE.
3. ALL SPLIT UTILITY EASEMENTS EXTEND EQUAL DISTANCE EITHER SIDE OF PROPERTY LINES UNLESS OTHERWISE SHOWN.
4. LOTS ADJACENT TO RESTRICTED RESERVES RESTRICTED TO OPEN SPACE ARE DENIED DIRECT DRIVEWAY ACCESS ACROSS SAID RESERVES.
5. THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO ANY DRAINAGE EASEMENT CONTAINED WITHIN THE BOUNDARIES OF THIS PLAT.
 - 5.a. PROHIBITS ALL PROPERTIES ABUTTING THE EASEMENT FROM THE CONSTRUCTION OF FENCES OR BUILDINGS, WHETHER TEMPORARY OR PERMANENT, AND THE INSTALLATION OR MAINTENANCE OF PLANTING OR OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY WITHIN THE DRAINAGE EASEMENT.
 - 5.b. PROHIBITS ANY PROPERTY ABUTTING THE DRAINAGE EASEMENT FROM DRAINAGE DIRECTLY INTO THE DRAINAGE EASEMENT EXCEPT BY MEANS OF A DRAINAGE STRUCTURE APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND ENGINEERING OR THE AUTHORIZED PUBLIC DRAINAGE OR FLOOD CONTROL OFFICIAL.
6. PER SECTION 2.5 OF THE AMENDED DEVELOPMENT AGREEMENT DATED AUGUST 8, 2023, ALL SIDE LOT SETBACKS TO BE 5 FEET UNLESS SHOWN OTHERWISE.
7. THIS PLAT MAY BE AFFECTED BY VARIOUS BLANKET EASEMENTS GRANTED TO DOBBIN-PLANTERSVILLE WATER SUPPLY CORPORATION, AND MID-SOUTH ELECTRIC COOPERATIVE, INC. AS EVIDENCED BY DOCUMENTS FILE UNDER CLERK'S FILE NO. 8308895, 99076969, 2000-068069, 2001-110343 AND 2007-008577 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS.
8. ALL RESIDENTIAL LOTS SHALL HAVE A 10' REAR BUILD LINE IN ACCORDANCE WITH SECTION 98-122(A) OF THE CODE OF ORDINANCES FOR THE CITY OF MONTGOMERY, TEXAS
9. A ONE-FOOT STRIP IS RESERVED AS A BUFFER SEPARATION ALONG AND BETWEEN THE SIDE OR END OF ALL STREETS IN THIS SUBDIVISION PLAT WHERE SUCH STREETS ABUT ADJACENT TRACTS. AT SUCH TIME AS THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVES AT SUCH LOCATIONS THAT ABUT LAND IN ADJOINING TRACTS THAT HAS BEEN DEDICATED TO THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND IS SHOWN FOR SUCH PURPOSE ON A RECORDED PLAT SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES.
10. ALL LANDSCAPING WITHIN THE PUBLIC RIGHTS OF WAY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
11. BY GRAPHIC PLOTTING ONLY, THE SUBJECT TRACT LIES WITHIN ZONE "X" AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48339C0200G, MAP REVISED AUGUST 18, 2014. LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
12. A DEVELOPMENT AGREEMENT WITH AMENDMENTS BETWEEN THE CITY OF MONTGOMERY AND THE DEVELOPER ALLOWS FOR VARIANCES TO LOT AND WIDTH AREA.

OWNER: REDBIRD MEADOW DEVELOPMENT, LLC
 A TEXAS LIMITED LIABILITY COMPANY
 5910 FM 2920 RD, SUITE B
 SPRING, TX 77388
 (281) 350-6262

REDBIRD MEADOWS
 SECTION ONE

SHEET 4 OF 4



REDBIRD MEADOWS SECTION TWO

A SUBDIVISION OF 45.28 ACRES OF LAND SITUATED IN THE
ZACHARIAS LANDRUM SURVEY, ABSTRACT A-22
MONTGOMERY COUNTY, TEXAS.

OWNERS: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

DEVELOPER: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

67 LOTS
3 BLOCKS
8 RESERVES
19.99 ACRES IN RESERVE

LJA SURVEYING, INC.
SURVEYOR:
3600 W Sam Houston Parkway S Suite 175 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026
TBPELS Firm No. 10194382

LJA Engineering, Inc.
ENGINEER:
2929 Briarpark Drive Suite 600 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026
FRN - F-1386

DATE: MAY 16, 2024

MYLAR CHECK: COORD. _____ DIR: _____
 File Name : I:\Projects\PLATTING\2980\PLATS\Red Bird Meadows Sec 2.dwg
 Date Time : 16 May 2024 11:46:00

STATE OF TEXAS
COUNTY OF MONTGOMERY

THAT REDBIRD MEADOW DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY HEREIN ACTING INDIVIDUALLY OR THROUGH THE UNDERSIGNED DULY AUTHORIZED AGENTS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED REAL PROPERTY AS THE REDBIRD MEADOWS SECTION ONE SUBDIVISION, AND DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS THEREIN SHOWN, AND DEDICATE TO PUBLIC USE FOREVER ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, PARKS, AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE; AND DOES HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES AND DOES HEREBY BIND OWNER, AND OWNER'S SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

OWNER HEREBY CERTIFIES THAT OWNER HAS OR WILL COMPLY WITH ALL APPLICABLE REGULATIONS OF THE CITY, AND THAT A ROUGH PROPORTIONALITY EXISTS BETWEEN THE DEDICATIONS, IMPROVEMENTS, AND EXACTIONS REQUIRED UNDER SUCH REGULATIONS AND THE PROJECTED IMPACT OF THE SUBDIVISION.

REDBIRD MEADOW DEVELOPMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
PERRY SENN,
MANAGER AND MEMBER

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PERRY SENN, MANAGER AND MEMBER OF REDBIRD MEADOW DEVELOPMENT, 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 HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THAT I STEPHEN P. MATOVICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREOF WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MONTGOMERY, TEXAS.

STEPHEN P. MATOVICH, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5347

I THE UNDERSIGNED, ENGINEER FOR THE CITY OF MONTGOMERY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER - MONTGOMERY

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING AND ZONING COMMISSION, AND IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS _____ DAY OF _____, 2024.

BY: _____
CHAIRPERSON PLANNING AND ZONING
COMMISSION

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL. DATED THIS _____ DAY OF _____, 2024.

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY

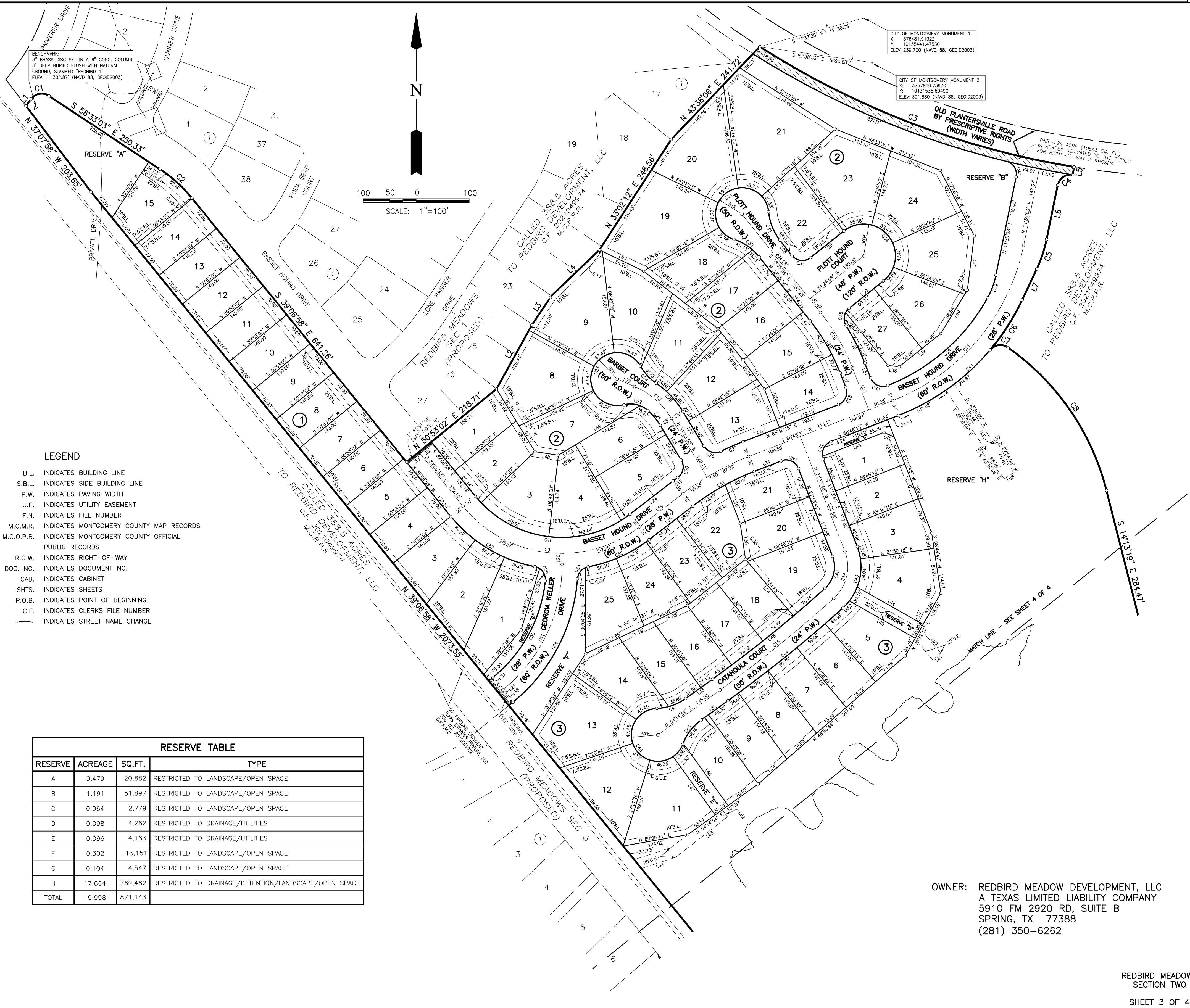
STATE OF TEXAS
COUNTY OF MONTGOMERY

I, L. BRANDON STEINMANN, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2024, AT _____ O'CLOCK _____M., AND DULY RECORDED ON _____, 2024, AT _____ O'CLOCK _____M., IN CABINET _____ SHEET _____, OF RECORD OF MAP FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

L. BRANDON STEINMANN, CLERK, COUNTY COURT,
MONTGOMERY COUNTY, TEXAS

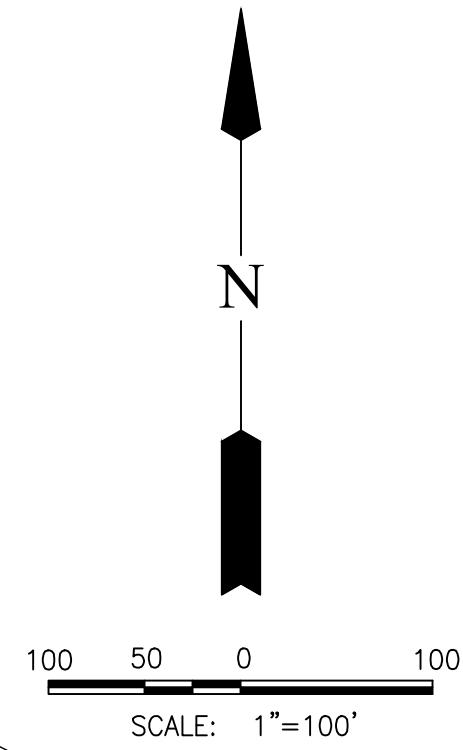
BY: _____
DEPUTY



BENCHMARK:
3" BRASS DISC SET IN A 6" CONC. COLUMN
3" DEEP BURIED FLUSH WITH NATURAL
GROUND, STAMPED "REDBIRD 1"
ELEV. = 302.87' (NAVD 88, GEOID2003)

CITY OF MONTGOMERY MONUMENT 1
X: 376481.91322
Y: 10135441.47530
ELEV: 239.700 (NAVD 88, GEOID2003)

CITY OF MONTGOMERY MONUMENT 2
X: 3757800.73970
Y: 10131555.69490
ELEV: 301.880 (NAVD 88, GEOID2003)



LEGEND

- B.L. INDICATES BUILDING LINE
- S.B.L. INDICATES SIDE BUILDING LINE
- P.W. INDICATES PAVING WIDTH
- U.E. INDICATES UTILITY EASEMENT
- F.N. INDICATES FILE NUMBER
- M.C.M.R. INDICATES MONTGOMERY COUNTY MAP RECORDS
- M.C.O.P.R. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS
- R.O.W. INDICATES RIGHT-OF-WAY
- DOC. NO. INDICATES DOCUMENT NO.
- CAB. INDICATES CABINET
- SHTS. INDICATES SHEETS
- P.O.B. INDICATES POINT OF BEGINNING
- C.F. INDICATES CLERKS FILE NUMBER
- INDICATES STREET NAME CHANGE

RESERVE TABLE

RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.479	20,882	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	1.191	51,897	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.064	2,779	RESTRICTED TO LANDSCAPE/OPEN SPACE
D	0.098	4,262	RESTRICTED TO DRAINAGE/UTILITIES
E	0.096	4,163	RESTRICTED TO DRAINAGE/UTILITIES
F	0.302	13,151	RESTRICTED TO LANDSCAPE/OPEN SPACE
G	0.104	4,547	RESTRICTED TO LANDSCAPE/OPEN SPACE
H	17.664	769,462	RESTRICTED TO DRAINAGE/DETENTION/LANDSCAPE/OPEN SPACE
TOTAL	19.998	871,143	

OWNER: REDBIRD MEADOWS DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

Date: 16 May 2024 11:46:07
 File Name: I:\Projects\PLATTING\2980\PLATS\Red Bird Meadows Sec 2.dwg
 Mylar Check: COORD. DIR.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	25.00'	85°46'06"	37.42'	N 80°33'54" E	34.03'
C2	270.00'	17°26'05"	82.16'	S 47°50'01" E	81.84'
C3	1570.00'	23°19'10"	638.99'	S 69°04'06" E	634.59'
C4	25.00'	87°36'01"	38.22'	S 55°23'04" W	34.61'
C5	250.00'	13°33'45"	59.18'	S 18°21'55" W	59.04'
C6	430.00'	14°59'37"	112.53'	S 32°38'36" W	112.20'
C7	25.00'	84°53'23"	37.04'	N 82°35'06" E	33.74'
C8	470.00'	40°44'53"	334.26'	S 34°35'46" E	327.26'
C9	240.00'	88°27'21"	370.52'	S 83°20'39" E	334.81'
C10	500.00'	16°20'34"	142.62'	S 60°35'58" W	142.14'
C11	400.00'	57°11'12"	399.24'	N 40°10'39" E	382.87'
C12	300.00'	51°37'12"	270.28'	N 25°14'38" E	261.23'
C13	150.00'	35°46'05"	93.64'	N 49°06'58" W	92.13'
C14	80.00'	69°10'05"	96.58'	N 13°21'17" E	90.82'
C15	2500.00'	6°18'34"	275.30'	N 51°05'37" E	275.17'
C16	400.00'	17°22'09"	121.26'	N 29°54'50" W	120.80'
C17	1610.29'	23°05'59"	649.22'	N 69°15'56" W	644.83'
C18	210.00'	88°27'21"	324.21'	S 83°20'39" E	292.96'
C19	530.00'	1°10'16"	10.83'	N 53°00'49" E	10.83'
C20	25.00'	84°49'52"	37.01'	N 11°11'01" E	33.73'
C21	125.00'	16°03'19"	35.03'	N 39°15'35" W	34.91'
C22	50.00'	57°09'22"	49.88'	N 75°51'56" W	47.84'
C23	50.00'	254°42'28"	222.27'	N 22°54'37" E	79.49'
C24	100.00'	25°39'31"	44.78'	S 42°33'54" E	44.41'
C25	175.00'	24°09'44"	73.80'	S 43°18'47" E	73.25'
C26	25.00'	84°49'52"	37.01'	S 37°38'51" E	33.73'
C27	530.00'	4°50'03"	44.72'	N 66°21'14" E	44.70'
C28	25.00'	90°00'00"	39.27'	N 23°46'15" E	35.36'
C29	375.00'	17°22'09"	113.68'	N 29°54'50" W	113.25'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C30	100.00'	33°33'26"	58.57'	N 55°22'38" W	57.74'
C31	50.00'	247°06'53"	215.65'	N 51°24'06" E	83.33'
C32	100.00'	33°33'26"	58.57'	S 21°49'11" E	57.74'
C33	25.00'	90°00'00"	39.27'	S 83°35'54" E	35.36'
C34	60.00'	180°00'00"	188.50'	S 38°35'54" E	120.00'
C35	25.00'	83°19'18"	36.70'	S 09°44'27" W	33.24'
C36	425.00'	10°41'27"	79.30'	S 26°34'29" E	79.19'
C37	25.00'	90°16'18"	39.39'	S 66°21'54" E	35.44'
C38	370.00'	39°34'24"	255.55'	N 48°42'44" E	250.50'
C39	150.00'	17°20'29"	45.40'	N 20°15'18" E	45.23'
C40	25.00'	87°50'37"	38.33'	N 32°20'16" W	34.68'
C41	430.00'	43°37'27"	327.40'	S 46°57'31" W	319.55'
C42	25.00'	90°00'00"	39.27'	S 23°46'15" W	35.36'
C43	105.00'	69°10'05"	126.76'	S 13°21'17" W	119.20'
C44	2525.00'	6°18'34"	278.06'	S 51°05'37" W	277.92'
C45	100.00'	33°33'26"	58.57'	S 37°28'11" W	57.74'
C46	50.00'	247°06'53"	215.65'	N 35°45'06" W	83.33'
C47	100.00'	33°33'26"	58.57'	N 71°01'37" E	57.74'
C48	2475.00'	6°18'34"	272.55'	N 51°05'37" E	272.41'
C49	55.00'	69°10'05"	66.40'	N 13°21'17" E	62.44'
C50	25.00'	90°00'00"	39.27'	N 66°13'45" W	35.36'
C51	470.00'	16°20'34"	134.06'	S 60°35'58" W	133.61'
C52	270.00'	26°56'47"	126.98'	S 65°54'04" W	125.81'
C53	25.00'	75°09'52"	32.80'	S 41°47'31" W	30.50'
C54	330.00'	46°50'38"	269.80'	S 27°37'54" W	262.35'
C55	270.00'	45°01'12"	212.15'	N 28°32'38" E	206.74'
C56	25.00'	85°05'25"	37.13'	N 36°30'40" W	33.81'
C57	270.00'	39°56'25"	188.21'	N 59°05'10" W	184.43'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 37°40'51" E	16.42'
L2	N 28°56'42" E	139.23'
L3	N 33°52'07" E	65.00'
L4	N 46°19'52" E	124.91'
L5	S 09°16'19" W	15.21'
L6	S 11°35'03" W	104.05'
L7	S 25°08'48" W	64.05'
L8	S 75°46'41" W	124.91'
L9	S 31°13'55" W	21.30'
L10	S 13°45'56" E	64.30'
L11	S 02°49'53" E	76.07'
L12	S 11°59'15" W	77.19'
L13	S 08°44'43" E	186.82'
L14	S 39°18'37" E	124.68'
L15	S 66°30'56" E	170.73'
L16	S 80°23'56" E	121.11'
L17	S 17°54'08" E	22.59'
L18	S 72°05'52" W	121.65'
L19	N 52°25'41" E	103.27'
L20	N 00°33'58" W	20.92'
L21	N 51°03'14" E	10.14'
L22	N 67°00'00" W	35.50'
L23	S 21°13'45" E	84.66'
L24	N 52°25'41" E	103.27'
L25	N 31°13'55" W	76.37'
L26	S 31°13'55" E	76.37'
L27	N 21°13'45" W	29.66'
L28	S 38°35'54" E	36.67'
L29	N 51°24'06" E	80.00'
L30	S 51°24'06" W	83.05'
L31	S 21°13'45" E	29.66'
L32	S 54°14'54" W	62.08'

LINE TABLE		
LINE	BEARING	DISTANCE
L33	N 54°14'54" E	62.08'
L34	S 68°46'15" W	54.59'
L35	S 52°25'41" W	103.27'
L36	S 51°03'14" W	10.05'
L37	N 51°03'14" E	10.23'
L38	S 83°35'54" E	21.21'
L39	N 51°24'06" E	100.49'
L40	N 31°29'19" E	95.84'
L41	N 07°13'19" E	103.55'
L42	N 66°13'45" W	21.21'
L43	S 68°46'15" W	124.49'
L44	S 60°27'47" E	142.77'
L45	N 60°27'47" W	142.77'
L46	S 35°45'06" E	145.34'
L47	N 35°45'06" W	135.68'
L48	S 81°15'05" E	44.76'
L49	S 58°46'05" W	179.92'
L50	S 21°17'10" E	77.99'
L51	N 36°17'51" W	68.17'
L52	N 38°35'54" W	75.50'
L53	N 64°26'35" W	92.37'
L54	S 40°14'18" E	140.00'
L55	N 08°27'27" W	68.17'
L56	N 21°13'45" W	78.06'
L57	S 59°30'18" W	6.99'
L58	N 56°23'51" E	20.00'
L59	S 56°23'51" W	7.88'
L60	S 40°05'06" E	59.17'
L61	S 49°54'54" W	20.00'
L62	S 36°09'54" E	16.48'
L63	N 52°01'46" E	123.81'
L64	N 71°55'21" E	68.16'

SIDELINE SETBACKS 15' OR GREATER	
BLOCK	LOT
1	LOT 14, LOT 15
2	LOT 6, LOT 7
2	LOT 7, LOT 8
2	LOT 8, LOT 9
2	LOT 10, LOT 11
2	LOT 11, LOT 12
2	LOT 17, LOT 18
2	LOT 18, LOT 19
2	LOT 20, LOT 21
2	LOT 22, LOT 23
3	LOT 13, LOT 14
3	LOT 13, LOT 14
3	LOT 22, LOT 23
TOTAL PERCENTAGE	39%

BLOCK 1		
LOT NO.	SQ.FT.	ACREAGE
1	15,343	0.352
2	14,268	0.328
3	11,717	0.269
4	9,800	0.225
5	9,800	0.225
6	9,800	0.225
7	9,800	0.225
8	9,800	0.225
9	9,800	0.225
10	9,800	0.225
11	9,800	0.225
12	9,800	0.225
13	9,800	0.225
14	10,150	0.233
15	11,774	0.270

BLOCK 2		
LOT NO.	SQ.FT.	ACREAGE
1	10,782	0.248
2	10,516	0.241
3	14,085	0.323
4	14,421	0.331
5	13,493	0.310
6	10,956	0.252
7	12,826	0.294
8	19,157	0.440
9	19,327	0.444
10	16,397	0.376
11	13,849	0.318
12	13,434	0.308
13	13,013	0.299
14	12,134	0.279

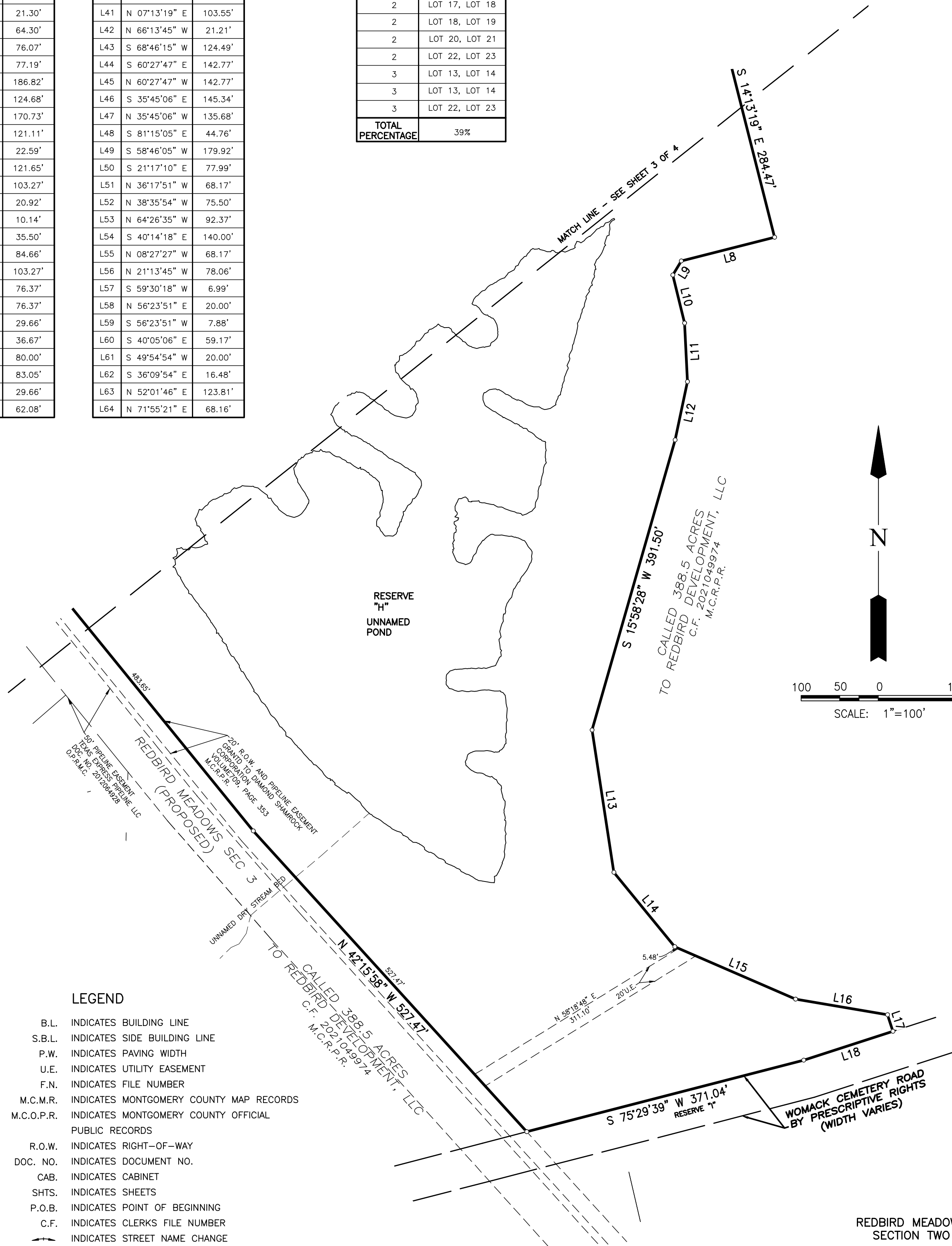
BLOCK 2		
LOT NO.	SQ.FT.	ACREAGE
15	12,012	0.276
16	10,947	0.251
17	11,632	0.267
18	13,274	0.305
19	23,881	0.548
20	19,097	0.438
21	27,795	0.638
22	14,869	0.341
23	20,938	0.481
24	17,435	0.400
25	15,221	0.349
26	13,346	0.306
27	10,031	0.230

BLOCK 3		
LOT NO.	SQ.FT.	ACREAGE
1	9,687	0.222
2	9,800	0.225
3	11,574	0.266
4	14,913	0.342
5	12,715	0.292
6	10,421	0.239
7	10,571	0.243
8	10,872	0.250
9	11,126	0.255
10	10,984	0.252
11	16,822	0.386
12	16,169	0.371
13	19,863	0.456

BLOCK 3		
LOT NO.	SQ.FT.	ACREAGE
14	13,470	0.309
15	11,111	0.255
16	10,431	0.239
17	10,158	0.233
18	10,141	0.233
19	14,302	0.328
20	10,588	0.243
21	11,262	0.259
22	12,360	0.284
23	10,563	0.242
24	11,230	0.258
25	12,994	0.298

NOTES:

- EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
- ALL BEARINGS ARE REFERENCED TO THE 1927 TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, CENTRAL ZONE.
- ALL SPLIT UTILITY EASEMENTS EXTEND EQUAL DISTANCE EITHER SIDE OF PROPERTY LINES UNLESS OTHERWISE SHOWN.
- LOTS ADJACENT TO RESTRICTED RESERVES RESTRICTED TO OPEN SPACE ARE DENIED DIRECT DRIVEWAY ACCESS ACROSS SAID RESERVES.
- THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO ANY DRAINAGE EASEMENT CONTAINED WITHIN THE BOUNDARIES OF THIS PLAT.
 - PROHIBITS ALL PROPERTIES ABUTTING THE EASEMENT FROM THE CONSTRUCTION OF FENCES OR BUILDINGS, WHETHER TEMPORARY OR PERMANENT, AND THE
 - INSTALLATION OR MAINTENANCE OF PLANTING OR OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY WITHIN THE DRAINAGE EASEMENT.
 - PROHIBITS ANY PROPERTY ABUTTING THE DRAINAGE EASEMENT FROM DRAINAGE DIRECTLY INTO THE DRAINAGE EASEMENT EXCEPT BY MEANS OF A DRAINAGE STRUCTURE APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND ENGINEERING OR THE AUTHORIZED PUBLIC DRAINAGE OR FLOOD CONTROL OFFICIAL.
- PER SECTION 2.5 OF THE AMENDED DEVELOPMENT AGREEMENT DATED AUGUST 8, 2023, ALL SIDE LOT SETBACKS TO BE 5 FEET UNLESS SHOWN OTHERWISE.
- THIS PLAT MAY BE AFFECTED BY VARIOUS BLANKET EASEMENTS GRANTED TO DOBBIN-PLANTERSVILLE WATER SUPPLY CORPORATION, AND MID-SOUTH ELECTRIC COOPERATIVE, INC. AS EVIDENCED BY DOCUMENTS FILED UNDER CLERK'S FILE NO. 8308895, 99076969, 2000-068069, 2001-110343 AND 2007-008577 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS.
- ALL RESIDENTIAL LOTS SHALL HAVE A 10' REAR BUILD LINE IN ACCORDANCE WITH SECTION 98-122(A) OF THE CODE OF ORDINANCES FOR THE CITY OF MONTGOMERY, TEXAS
- A ONE-FOOT STRIP IS RESERVED AS A BUFFER SEPARATION ALONG AND BETWEEN THE SIDE OR END OF ALL STREETS IN THIS SUBDIVISION PLAT WHERE SUCH STREETS ABUT ADJACENT TRACTS. AT SUCH TIME AS THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVES AT SUCH LOCATIONS THAT ABUT LAND IN ADJOINING TRACTS THAT HAS BEEN DEDICATED TO THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND IS SHOWN FOR SUCH PURPOSE ON A RECORDED PLAT SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES.
- ALL LANDSCAPING WITHIN THE PUBLIC RIGHTS OF WAY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- BY GRAPHIC PLOTTING ONLY, THE SUBJECT TRACT LIES WITHIN ZONE "X" AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NOS. 48339C0200G AND 48339C0350G, REVISED AUGUST 18, 2014. LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
- A DEVELOPMENT AGREEMENT WITH AMENDMENTS BETWEEN THE CITY OF MONTGOMERY AND THE DEVELOPER ALLOWS FOR VARIANCES TO LOT AND WIDTH AREA.



LEGEND

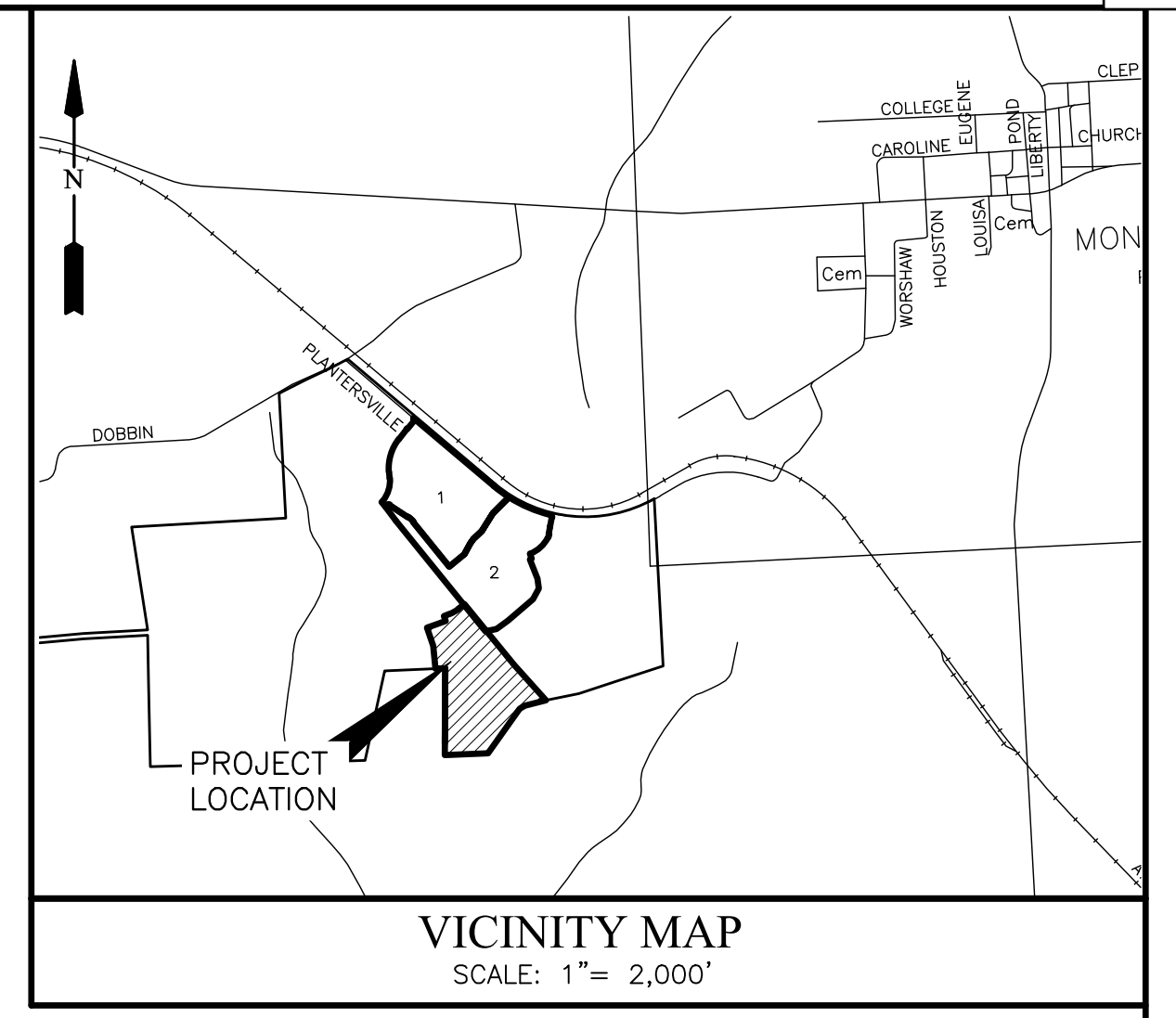
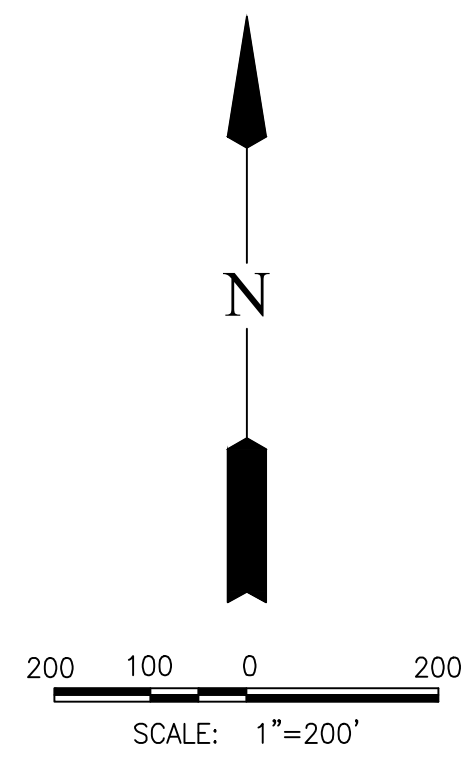
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- C.F. INDICATES CLERKS FILE NUMBER
- INDICATES STREET NAME CHANGE

REDBIRD MEADOWS SECTION TWO

SHEET 4 OF 4

2980-0101P.309

MYLAR CHECK: COORD. DIR. File Name: I:\Projects\PLATTING\2980\PLATS\Red Bird Meadows Sec 2.dwg Date Plotted: 11-14-2024 Time: 16:51:16



REDBIRD MEADOWS SECTION THREE

A SUBDIVISION OF 27.44 ACRES OF LAND SITUATED IN THE
ZACHARIAH LANDRUM SURVEY, ABSTRACT A-22
MONTGOMERY COUNTY, TEXAS.

OWNERS: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

DEVELOPER: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

34 LOTS
1 BLOCKS
9 RESERVES
10.786 ACRES IN RESERVE

LJA SURVEYING INC.
SURVEYOR:
3600 W Sam Houston Parkway S Suite 175 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026
TBPELS Firm No. 10194382

LJA Engineering, Inc.
ENGINEER:
3600 W Sam Houston Pkwy S Suite 600 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026
FRN - F-1386

DATE: MAY 16, 2024

MYLAR CHECK: COORD. DIR. 9:18 AM 5/17/2024 P:\Projects\PLATTING\2980\PLATS\Red Bird Meadows Sec 3.dwg

STATE OF TEXAS
COUNTY OF MONTGOMERY

THAT REDBIRD MEADOW DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY HEREIN ACTING INDIVIDUALLY OR THROUGH THE UNDERSIGNED DULY AUTHORIZED AGENTS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED REAL PROPERTY AS THE REDBIRD MEADOWS SECTION ONE SUBDIVISION, AND DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS THEREIN SHOWN, AND DEDICATE TO PUBLIC USE FOREVER ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, PARKS, AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE; AND DOES HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES AND DOES HEREBY BIND OWNER, AND OWNER'S SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

OWNER HEREBY CERTIFIES THAT OWNER HAS OR WILL COMPLY WITH ALL APPLICABLE REGULATIONS OF THE CITY, AND THAT A ROUGH PROPORTIONALITY EXISTS BETWEEN THE DEDICATIONS, IMPROVEMENTS, AND EXACTIONS REQUIRED UNDER SUCH REGULATIONS AND THE PROJECTED IMPACT OF THE SUBDIVISION.

REDBIRD MEADOW DEVELOPMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY

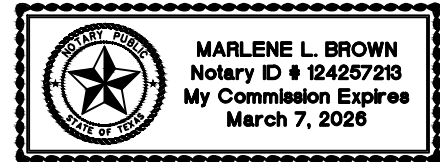
BY: _____
PERRY SENN,
MANAGER AND MEMBER

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PERRY SENN, MANAGER AND MEMBER OF REDBIRD MEADOW DEVELOPMENT, 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 HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



THAT I STEPHEN P. MATOVICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREOF WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MONTGOMERY, TEXAS.

STEPHEN P. MATOVICH, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5347



STATE OF TEXAS
COUNTY OF MONTGOMERY

I, L. BRANDON STEINMANN, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2024, AT _____ O'CLOCK _____M., AND DULY RECORDED ON _____, 2024, AT _____ O'CLOCK _____M., IN CABINET _____ SHEET _____, OF RECORD OF MAP FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

L. BRANDON STEINMANN, CLERK, COUNTY COURT,
MONTGOMERY COUNTY, TEXAS

BY: _____
DEPUTY

I THE UNDERSIGNED, ENGINEER FOR THE CITY OF MONTGOMERY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER - MONTGOMERY

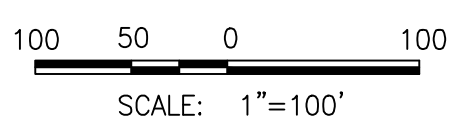
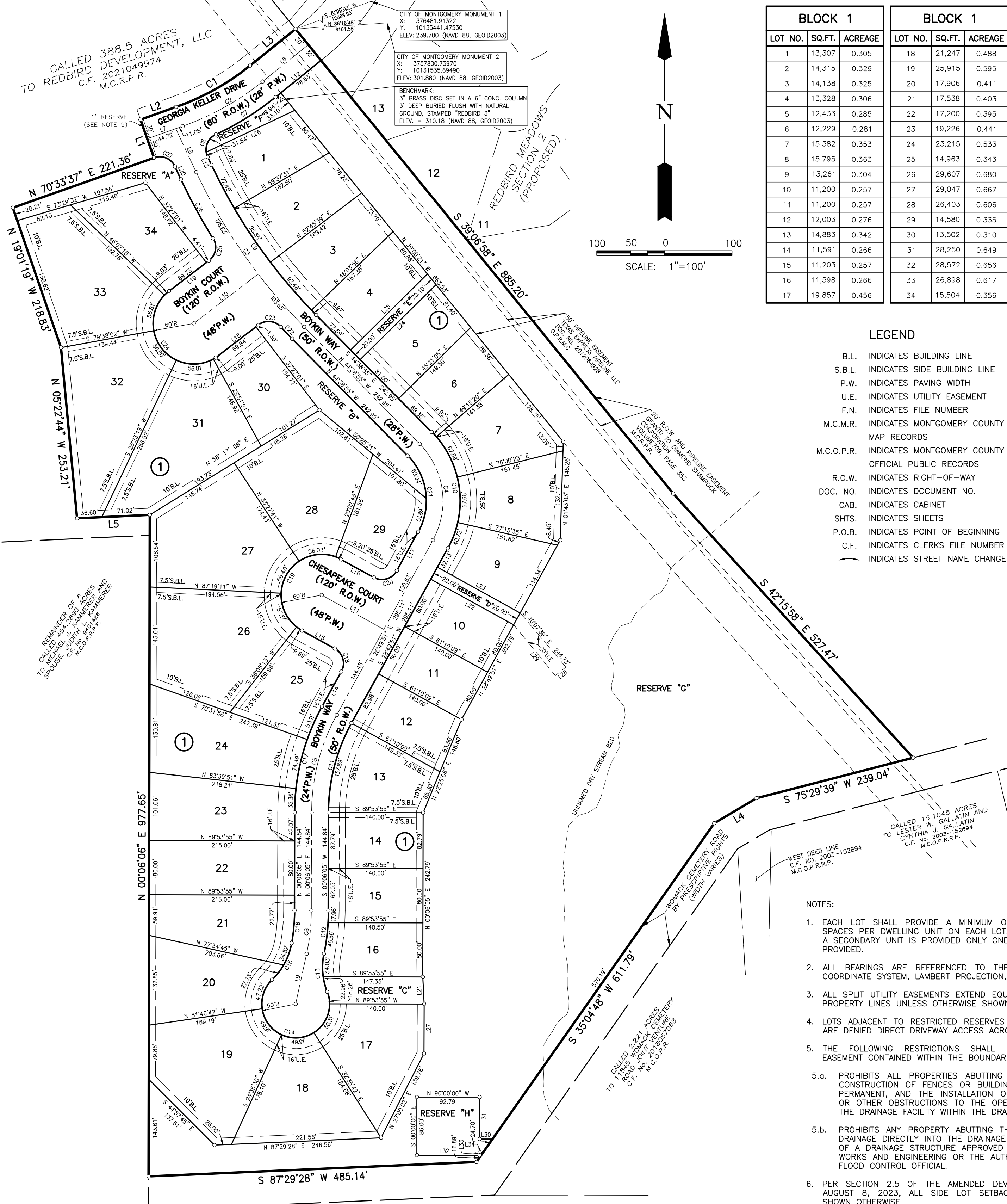
THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING AND ZONING COMMISSION, AND IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS _____ DAY OF _____, 2024.

BY: _____
CHAIRPERSON PLANNING AND ZONING
COMMISSION

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL. DATED THIS _____ DAY OF _____, 2024.

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY



BLOCK 1			BLOCK 1		
LOT NO.	SQ.FT.	ACREAGE	LOT NO.	SQ.FT.	ACREAGE
1	13,307	0.305	18	21,247	0.488
2	14,315	0.329	19	25,915	0.595
3	14,138	0.325	20	17,906	0.411
4	13,328	0.306	21	17,538	0.403
5	12,433	0.285	22	17,200	0.395
6	12,229	0.281	23	19,226	0.441
7	15,382	0.353	24	23,215	0.533
8	15,795	0.363	25	14,963	0.343
9	13,261	0.304	26	29,607	0.680
10	11,200	0.257	27	29,047	0.667
11	11,200	0.257	28	26,403	0.606
12	12,003	0.276	29	14,580	0.335
13	14,863	0.342	30	13,502	0.310
14	11,591	0.266	31	28,250	0.649
15	11,203	0.257	32	28,572	0.656
16	11,598	0.266	33	26,898	0.617
17	19,857	0.456	34	15,504	0.356

- LEGEND**
- B.L. INDICATES BUILDING LINE
 - S.B.L. INDICATES SIDE BUILDING LINE
 - P.W. INDICATES PAVING WIDTH
 - U.E. INDICATES UTILITY EASEMENT
 - F.N. INDICATES FILE NUMBER
 - M.C.M.R. INDICATES MONTGOMERY COUNTY MAP RECORDS
 - M.C.O.P.R. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS
 - R.O.W. INDICATES RIGHT-OF-WAY
 - DOC. NO. INDICATES DOCUMENT NO.
 - CAB. INDICATES CABINET
 - SHTS. INDICATES SHEETS
 - P.O.B. INDICATES POINT OF BEGINNING
 - C.F. INDICATES CLERKS FILE NUMBER
 - INDICATES STREET NAME CHANGE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 19°26'23" W	60.00'
L2	N 70°33'31" E	55.77'
L3	N 51°03'14" E	86.40'
L4	S 59°23'53" W	72.82'
L5	N 87°22'52" E	107.62'
L6	N 51°03'14" E	86.49'
L7	S 70°33'37" W	55.77'
L8	S 25°11'00" E	71.00'
L9	N 12°25'15" E	76.00'
L10	N 52°32'59" E	120.00'
L11	S 61°10'09" E	105.00'
L12	S 51°03'14" W	86.58'
L13	S 25°11'00" E	12.89'
L14	N 28°49'51" E	59.48'
L15	N 61°10'09" W	55.00'
L16	S 61°10'09" E	55.00'
L17	N 28°49'51" E	65.63'
L18	S 52°32'59" W	74.14'
L19	N 52°32'59" E	74.14'
L20	N 25°11'00" W	20.76'
L21	S 02°35'02" E	40.04'
L22	S 61°10'09" E	140.00'
L23	S 61°10'09" E	140.00'
L24	N 45°21'05" E	157.50'
L25	N 45°21'05" E	159.48'
L26	N 64°49'00" E	144.71'
L27	N 00°06'05" E	73.16'
L28	N 51°09'11" E	20.00'
L29	S 39°20'11" E	97.12'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	370.00'	19°30'23"	125.97'	N 60°48'25" E	125.36'
C2	400.00'	19°30'23"	136.18'	N 60°48'25" E	135.52'
C3	825.00'	19°27'56"	280.28'	N 34°54'57" W	278.94'
C4	120.00'	73°28'47"	153.90'	N 07°54'32" W	143.56'
C5	300.00'	28°43'46"	150.43'	N 14°27'58" E	148.86'
C6	300.00'	12°19'09"	64.50'	N 06°15'40" E	64.38'
C7	430.00'	13°53'30"	104.25'	S 57°59'58" W	104.00'
C8	25.00'	90°07'43"	39.33'	S 19°52'52" W	35.39'
C9	800.00'	19°27'56"	271.79'	S 34°54'57" E	270.48'
C10	145.00'	73°28'47"	185.96'	S 07°54'32" E	173.47'
C11	275.00'	28°43'46"	137.89'	S 14°27'58" W	136.45'
C12	325.00'	11°22'30"	64.52'	S 05°47'21" W	64.42'
C13	100.00'	32°39'11"	56.99'	S 04°51'00" E	56.22'
C14	50.00'	247°03'55"	215.61'	N 77°38'38" W	83.36'
C15	100.00'	35°40'08"	62.25'	N 28°03'15" E	61.25'
C16	275.00'	10°07'06"	48.56'	N 05°09'38" E	48.50'
C17	325.00'	28°43'46"	162.96'	N 14°27'58" E	161.26'
C18	25.00'	90°00'00"	39.27'	N 16°10'09" W	35.36'
C19	60.00'	180°00'00"	188.49'	N 28°49'51" E	120.00'
C20	25.00'	90°00'00"	39.27'	N 73°49'51" E	35.36'
C21	95.00'	73°28'47"	121.83'	N 07°54'32" W	113.65'
C22	850.00'	1°37'25"	24.09'	N 43°50'13" W	24.09'
C23	25.00'	84°25'31"	36.84'	N 85°14'15" W	33.59'
C24	60.00'	180°00'00"	188.50'	N 37°27'01" W	120.00'
C25	25.00'	84°25'31"	36.84'	N 10°20'13" E	33.59'
C26	850.00'	6°41'33"	99.28'	N 28°31'46" W	99.23'
C27	25.00'	84°15'24"	36.76'	N 67°18'41" W	33.54'

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.261	11,348	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	0.274	11,916	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.132	5,733	RESTRICTED TO LANDSCAPE/OPEN SPACE/UTILITIES/ACCESS
D	0.064	2,800	RESTRICTED TO LANDSCAPE/OPEN SPACE/DRAINAGE
E	0.073	3,170	RESTRICTED TO LANDSCAPE/OPEN SPACE/UTILITIES
F	0.068	2,950	RESTRICTED TO LANDSCAPE/OPEN SPACE
G	9.725	423,626	RESTRICTED TO LANDSCAPE/OPEN SPACE/LIFT STATION/DETENTION
H	0.189	8,224	RESTRICTED TO LIFT STATION
TOTAL	10.786	469,767	

SIDELINE SETBACKS 15' OR GREATER		
BLOCK	LOT	
1	LOT 12, LOT 13	
1	LOT 14, LOT 25	
1	LOT 26, LOT 27	
1	LOT 31, LOT 32	
1	LOT 33, LOT 34	
TOTAL PERCENTAGE	29%	

- NOTES:**
- EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
 - ALL BEARINGS ARE REFERENCED TO THE 1927 TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, CENTRAL ZONE.
 - ALL SPLIT UTILITY EASEMENTS EXTEND EQUAL DISTANCE EITHER SIDE OF PROPERTY LINES UNLESS OTHERWISE SHOWN.
 - LOTS ADJACENT TO RESTRICTED RESERVES RESTRICTED TO OPEN SPACE ARE DENIED DIRECT DRIVEWAY ACCESS ACROSS SAID RESERVES.
 - THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO ANY DRAINAGE EASEMENT CONTAINED WITHIN THE BOUNDARIES OF THIS PLAT.
 - PROHIBITS ALL PROPERTIES ABUTTING THE EASEMENT FROM THE CONSTRUCTION OF FENCES OR BUILDINGS, WHETHER TEMPORARY OR PERMANENT, AND THE INSTALLATION OR MAINTENANCE OF PLANTING OR OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY WITHIN THE DRAINAGE EASEMENT.
 - PROHIBITS ANY PROPERTY ABUTTING THE DRAINAGE EASEMENT FROM DRAINAGE DIRECTLY INTO THE DRAINAGE EASEMENT EXCEPT BY MEANS OF A DRAINAGE STRUCTURE APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND ENGINEERING OR THE AUTHORIZED PUBLIC DRAINAGE OR FLOOD CONTROL OFFICIAL.
 - PER SECTION 2.5 OF THE AMENDED DEVELOPMENT AGREEMENT DATED AUGUST 8, 2023, ALL SIDE LOT SETBACKS TO BE 5 FEET UNLESS SHOWN OTHERWISE.
 - THIS PLAT MAY BE AFFECTED BY VARIOUS BLANKET EASEMENTS GRANTED TO DOBBIN-PLANTERSVILLE WATER SUPPLY CORPORATION, AND MID-SOUTH ELECTRIC COOPERATIVE, INC. AS EVIDENCED BY DOCUMENTS FILE UNDER CLERK'S FILE NO. 8308895, 99076969, 2000-068069, 2001-110343 AND 2007-008577 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS.
 - ALL RESIDENTIAL LOTS SHALL HAVE A 10' REAR BUILD LINE IN ACCORDANCE WITH SECTION 98-122(A) OF THE CODE OF ORDINANCES FOR THE CITY OF MONTGOMERY, TEXAS
 - A ONE-FOOT STRIP IS RESERVED AS A BUFFER SEPARATION ALONG AND BETWEEN THE SIDE OR END OF ALL STREETS IN THIS SUBDIVISION PLAT WHERE SUCH STREETS ADJACENT TRACTS. AT SUCH TIME AS THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVES AT SUCH LOCATIONS THAT ABUT LAND IN ADJOINING TRACTS THAT HAS BEEN DEDICATED TO THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND IS SHOWN FOR SUCH PURPOSE ON A RECORDED PLAT SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES.
 - ALL LANDSCAPING WITHIN THE PUBLIC RIGHTS OF WAY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - BY GRAPHIC PLOTTING ONLY, THE SUBJECT TRACT LIES WITHIN ZONE "X" AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NOS. 48339C0200G AND 48339C0350G, REVISED AUGUST 18, 2014. LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS
 - A DEVELOPMENT AGREEMENT WITH AMENDMENTS BETWEEN THE CITY OF MONTGOMERY AND THE DEVELOPER ALLOWS FOR VARIANCES TO LOT AND WIDTH AREA.

END OF PLAT SUBMITTAL

MEMO TO: P&Z COMMISSIONERS

FROM: DAVE MCCORQUODALE, RLA, AICP; DIR. OF PLANNING & DEVELOPMENT

THE FOLLOWING PAGES ARE BACKGROUND MATERIAL RELATED TO REDBIRD MEADOWS THAT GOVERN LOT SIZE, YARD SETBACKS, AND STREET WIDTHS. THE ORIGINAL DEVELOPMENT AGREEMENT AND THE 1ST AMENDMENT ARE THE CITY-APPROVED FRAMEWORK THAT THE CITY ENGINEERS USE TO REVIEW THE PLATS. WHAT FOLLOWS IS:

- SUMMARY OF 1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT
- 1ST AMENDMENT DOCUMENT
- ORIGINAL DEVELOPMENT AGREEMENT

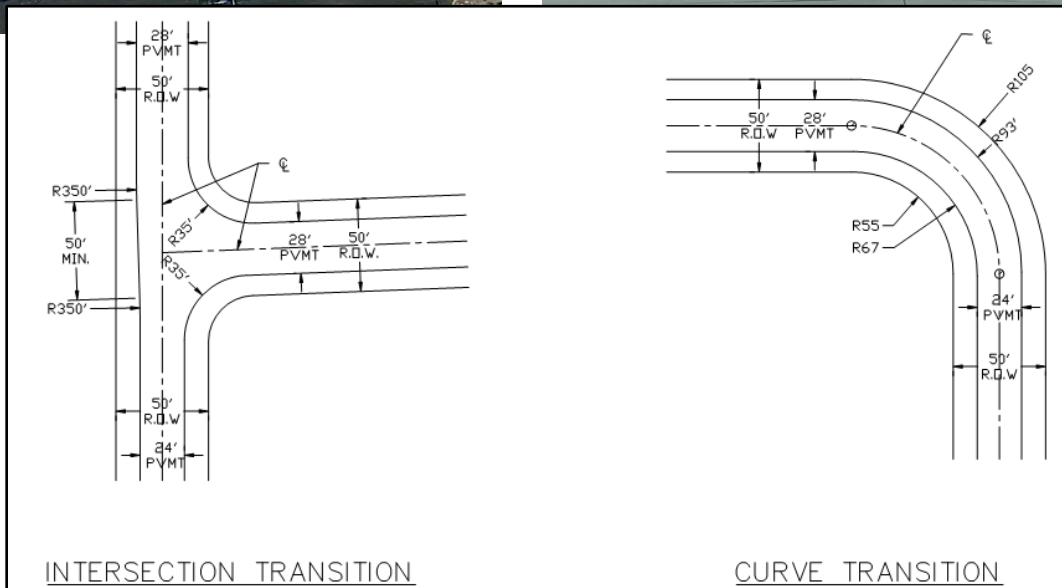
Redbird Meadows Development Agreement Amendment No. 1 Summary

	Original Agreement Terms	Proposed Amendment Terms
Lots	Up to 560 lots total 263 lots @ 60'x140' (47.4%) 174 lots @ 85'x170' (31.4%) 118 lots @ 110'x200' (21.2%)	Up to 682 lots total 235 lots @ 60'x120' (34.4%) 220 lots @ 70'x120' (32.3%) 227 lots @ 80'x120' (33.3%)
Roadways	28' residential streets 36' collector street	24' wide residential streets 28' wide interior collector streets 36' wide minor collector street 8' wide concrete Shared use path
Side Yard Setbacks	10-ft setback	5-ft setback w/ no appurtenances in side yard

Example of transition to 24' wide residential streets:



Example of 24' wide residential streets:



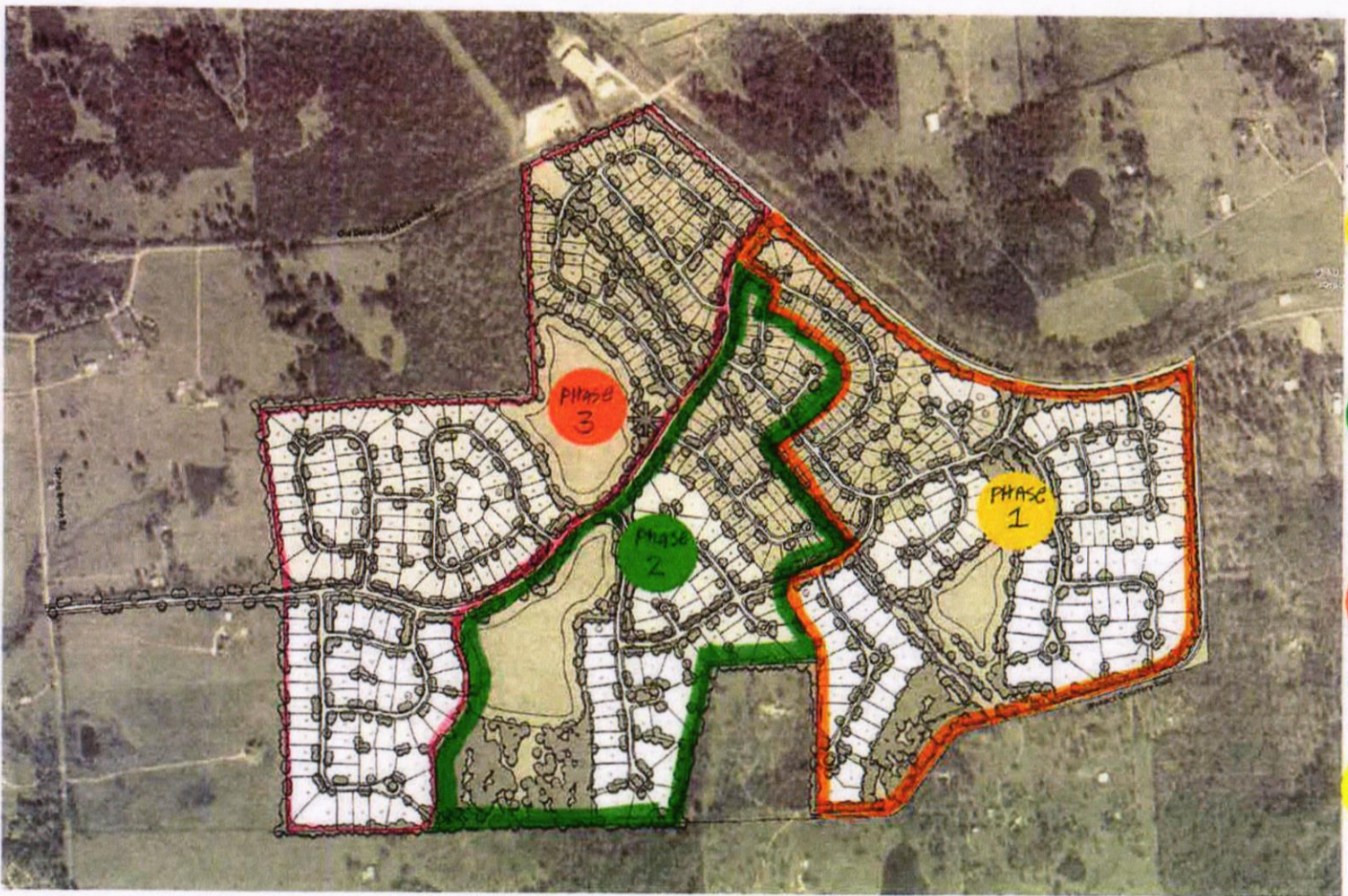
Example of 5' side yard setbacks:



Lot Density Analysis

Subdivision Name	Lot Width	Lot Count	Density
Hills of Town Creek	50 ft	131	4.2 lots/acre
Terra Vista	50 ft	61	4.4 lots/acre
Montgomery Bend	45 ft	309	3.7 lots/acre
Redbird Meadows (original DA)	Varies	550	1.4 lots/acre
Redbird Meadows (proposed DA)	Varies	682	1.8 lots/acre

Original Phasing Plan (from executed Development Agreement)








PHASE 1
Connections/186

PHASE 2
Connections/125

PHASE 3
Connections/244

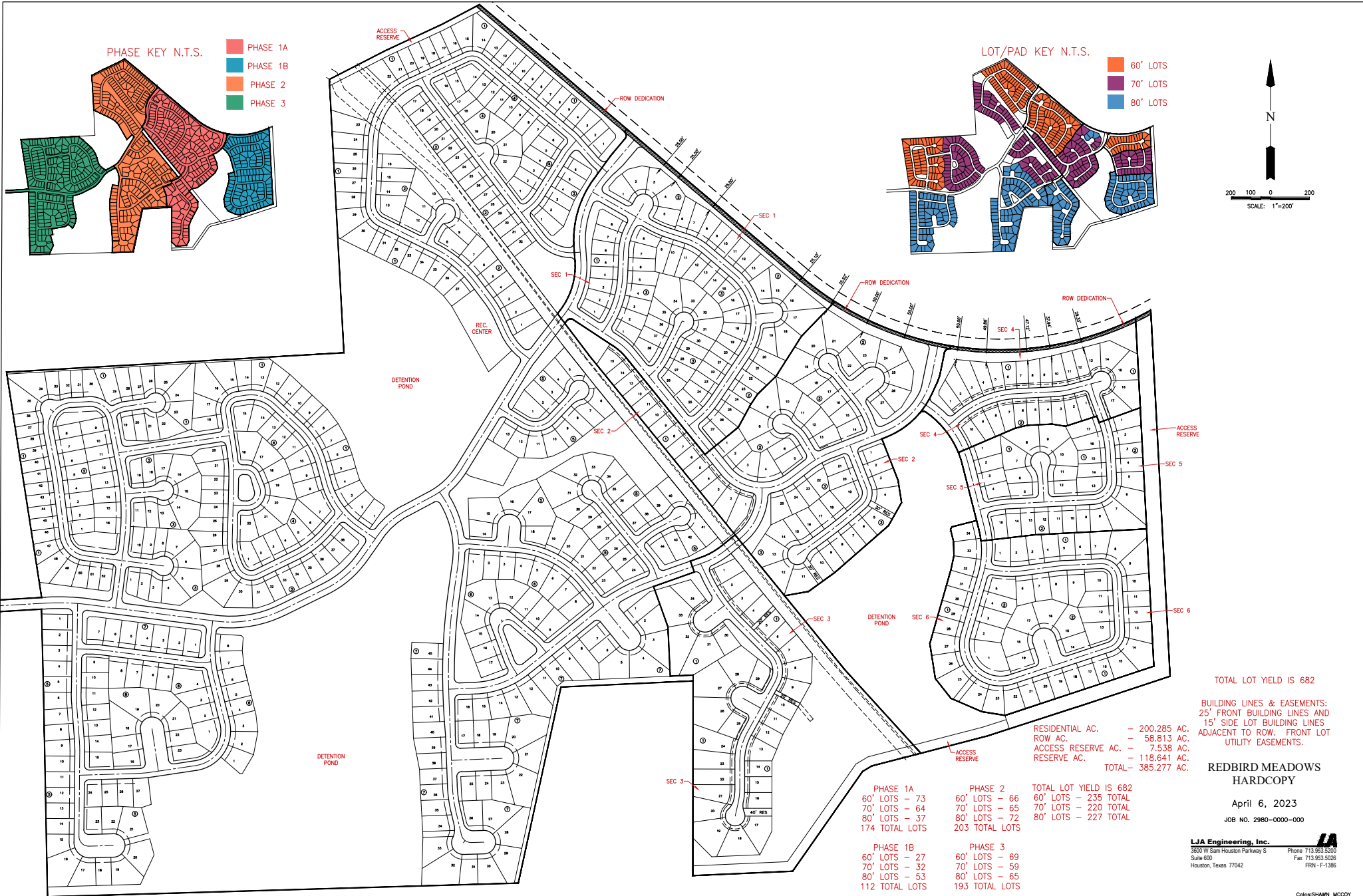
TOTAL 555
connections

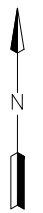
Conceptual Development Plan
REDBIRD MEADOW
 Montgomery County, Texas
 REDBIRD DEVELOPMENT, LLC

	60' X 140' - 263 DU 85.5 Ac		LAKES \ DETENTION 36.3 Ac
	85' X 170' - 174 DU 98.5 Ac		PIPE LINES, MAJOR ROAD ROW, DETENTION, WETLANDS, PARKS, OPEN SPACE, DRAINAGE 80 Ac
	110' X 200' - 118 DU 88.2 Ac		
RESIDENTIAL TOTAL 271.7 Ac - 555 DU		GRAND TOTAL 388.5	

Scale:
 1" = 200'
 1" = 400'
 1" = 800'







SCALE: 1"=300'

LEGEND






-  LOCAL RESIDENTIAL (50' R.O.W.) W/24' WIDE CURB & GUTTER
-  LOCAL RESIDENTIAL (50' R.O.W.) W/28' WIDE CURB & GUTTER
-  INTERIOR MINOR COLLECT (60' R.O.W.) W/28' WIDE CURB & GUTTER
-  MTP MINOR COLLECTOR (60' R.O.W.) W/36' WIDE CURB & GUTTER



EXHIBIT	
REDBIRD MEADOWS	
EXHIBIT G	
ROAD WIDTHS	
LJA Engineering, Inc. 	
3600 W Sam Houston Parkway S, Suite 600 Houston, Texas 77042	Phone 713.953.5200 Fax 713.953.5026 FRN - F-1386
DATE: 4/26/2023	SHEET NO. 1 OF 1



REDBIRD MEADOWS IN CITY OF MONTGOMERY

LOCATION: MONTGOMERY, TEXAS CLIENT: CANTERRA DATE: 23 JUNE, 2023



SCHEMATIC DESIGN | 1

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
REDBIRD MEADOW DEVELOPMENT, LLC

This FIRST AMENDMENT DEVELOPMENT AGREEMENT (the "Agreement") is entered into between REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on 8/8/, 2023 (the "Effective Date").

RECITALS

The Developer and City have entered into the Development Agreement dated May 10, 2022, to provide for the orderly, safe and healthful development of the Tract. The Parties desire to enter into this Amendment in order to modify certain development obligations.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

1. Article I is amended to add the following Exhibits:
 - a. **Exhibit F**, Proposed Phasing Plan, is amended in the proposed phasing plan attached hereto as **Exhibit F-1**.
 - b. **Exhibit G**, Road Widths.
2. Article II is amended throughout (as to references to 560 ultimate connections), to state that the Tract will be developed in phases to serve a maximum number of 682 connections.
3. Article II is amended throughout (as to references to ultimate capacity) to state that ultimate requirements for water capacity will be approximately 204,600 gpd and ultimate requirements for sewage capacity will be approximately 136,400 gpd.
4. Article II, Section 2.1(b) *Water Supply Facilities*, is amended by adding subsection (3).
 3. *Future Water Supply Facilities Site*. Developer agrees to dedicate to the City at no cost to the City an approximately one-acre site on the location as shown on **Exhibit F-1** for the City's future water supply facilities, or upon a mutually agreed upon site. The Developer will deed such site to the City by separate instrument upon platting Phase 2 unless requested earlier by the City. In the event that the

City opts not to utilize such site for water supply facilities by 2028, it shall convey such site back to the Developer.

- 5. Article II, Section 2.2(a), Road Improvements, General is amended to add the following sentence:

“Unless otherwise agreed to by the Parties, Developer shall construct a street from Spring Branch Road to Old Plantersville Road simultaneously with the start of construction of utilities and paving for Phase III of the development. This street will have a 60' right-of-way with a 36' wide curb and gutter street. Parties further agree that Minor Residential Streets (as defined in the City subdivision ordinances) within the development shall be constructed as a variance from such subdivision ordinances as follows and as shown on **Exhibit G.**”

Minor Residential Streets:

- 1) Minimum Pavement Width – 24'
- 2) Right of Way Width – 50'.

- 6. Article II, Section 2.2, Road Improvements, is amended to add subsection (d)

d. Developer agrees to enter into a tri-party agreement with the City and Montgomery County regarding improving Old Plantersville Road along the boundaries of the Tract.

- 7. Article II, Section 2.4, Parks and Recreational Facilities, is amended to add the following sentence:

“The Developer shall construct a concrete multi-use trail along Old Plantersville Road in conjunction with the paving improvements along Old Plantersville Road and in accordance with its proposed Phasing Plan. Subdivision monumentation and landscaping will also coincide with paving improvements in accordance with Developer’s proposed Phasing Plan as shown on **Exhibit F-1**. The amenity/recreation center will be constructed in accordance with Developer’s obligations to its builders which generally will begin with home construction in Phase IB.”

- 8. Article II, Section 2.5, Development Regulations, is amended to add the following sentence:

“As a variance from City Code, Parties agree that the minimum side yard set back requirements between adjacent lots shall be reduced to five (5) feet setback on each property line (except as described herein) and there shall be no appurtenances, equipment, accessories, fixtures, appendages, extras, additions, etc. located within the side yard setback area. Notwithstanding the preceding sentence, at least twenty percent (20%) of shared side lot lines between two adjacent homes for each development phase as shown on the Phasing Plan (**Exhibit F-1**) will have no less than a total of fifteen (15) feet side yard setbacks as shown on the final plat.”

9. Except as specifically amended in this Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions. In the event of a conflict, the terms of this Amendment shall control.

(Signature Pages to Follow)

Summary of First Amendment
8/3/23

- Adjusted Phasing Plan as presented (60s, 70s and 80s) with a maximum connection count of 682
- Developer agreement to dedicate a one-acre future water plant site at agreed upon location
- Minimum pavement widths of 24' for minor residential streets (with right of way width at 50')
- Developer enter into a tri-party agreement with City and County for improvements to Old Plantersville Road
- Developer to construct a concrete multi-use trail along Old Plantersville Road
- Amenity/recreation center will be constructed along with home construction in Phase IB
- Minimum side yard setback requirements between adjacent lots shall be reduced to five (5) feet setback on each property line (except as described herein) and there shall be no appurtenances, equipment, accessories, fixtures, appendages, extras, additions, etc. located within the side yard setback area. Notwithstanding the preceding sentence, at least twenty percent (20%) of shared side lot lines between two adjacent homes for each development phase will have no less than a total of fifteen (15) feet side yard setbacks as shown on the final plat.

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
REDBIRD MEADOW DEVELOPMENT, LLC

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on May 10, 2022 (the "Effective Date").

RECITALS

The Developer owns approximately 388.5 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, of which approximately 10.3 acres is within the corporate limits of the City and 378.2 acres is outside the corporate limits of the City. The Developer intends to develop the Tract for primarily single-family residential purposes. The Developer represents that the development of the Tract requires the creation of a special district over the Tract to fund certain public infrastructure, and an agreement with the City will provide for long-term certainty concerning development of the Tract. The Developer intends to petition the City for voluntary annexation of the approximately 378.2 acres (the "Annexation Tract") as described on **Exhibit E** into the corporate limits of the City. The City has adopted a resolution consenting to the creation of a special district over the boundaries of the Tract and annexed the Annexation Tract into the corporate limits of the City concurrently with the approval of this Agreement.

The City is a Type A general-law municipality with all powers except those specifically limited by the Constitution and laws of the State of Texas.

The City wishes to provide for the orderly, safe and healthful development of the Tract, and the City and the Developer agree that the development of the Tract can best proceed pursuant to a development agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 **Definitions.** Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

Annexation Tract means approximately 378.2 acres of land to be annexed by the City upon petition of the Developer, as described in **Exhibit E**

City means the City of Montgomery, Texas.

District means a municipal utility district to be created over the Tract upon petition to the TCEQ pursuant to Article XVI, Sec. 59, and Article III, Sec. 52, Texas Constitution, Chapters 49 and 54, Texas Water Code and rules of the TCEQ.

Developer means Redbird Meadow Development, LLC, a Texas limited liability company, its successors or assigns.

ESFC means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

Facilities means the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, roads and improvements in aid thereof, constructed or acquired or to be constructed or acquired by the District to serve lands within its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

Parties means the City and the Developer, collectively.

Proposed Collector Road means the public road improvement to be constructed described as "Proposed Collector" on **Exhibit D**.

Tract means the approximately 388.5 acres of land to be developed by Developer, as described in **Exhibit A**, and any additional land that may be annexed into the District as approved by the City.

TCEQ means the Texas Commission on Environmental Quality or its successor agency.

1.2. **Exhibits**. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A	Metes and Bounds Description of the Tract
Exhibit B	Form of Utility Agreement
Exhibit C	Utility Exhibit
Exhibit D	Proposed Major Thoroughfare Plan
Exhibit E	Annexation Tract
Exhibit F	Phasing Plan

{00224888.docx }

ARTICLE II

DEVELOPER OBLIGATIONSSection 2.1. Utilities.

- a. **Water, Sanitary Sewer and Drainage Facilities.** Developer agrees that all water, sanitary sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The Developer is responsible for the design and construction of all internal water and sanitary sewer lines and associated facilities and drainage facilities to serve the Tract. The City will provide retail water and sanitary sewer service to customers within the Tract, all in accordance with a Utility Agreement, the form of which is attached hereto as **Exhibit B**. Following acceptance by the City, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. The City agrees to provide the District with its ultimate requirements for wastewater treatment and water capacity in accordance with the Utility Agreement and as further described herein.
- b. **Water Supply Facilities.** The parties acknowledge that the Tract will be developed in phases with ultimate water requirements of 168,000 gpd to serve approximately 560 connections. Parties agree that the Developer will develop the Tract in accordance with market and development demands, but a proposed phasing plan is attached hereto as **Exhibit F**.
1. **First Phase Improvements.** The first phase of development will consist of approximately 180 ESFCs necessitating 54,000 gpd of water capacity ("First Phase"). The City agrees that it has the capacity in its water treatment system to serve the First Phase; however the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient pressure for the Tract.
 - i. **Water Line.** The City agrees to design and construct, at the Developer's cost, a 12" off-site waterline connecting to the City's existing 8" waterline, which shall be routed generally as shown on **Exhibit C** or such other route as is mutually agreed upon by the Parties ("Water Line"). The Water Line will be constructed in public right of way or easement and to the extent necessary, the City will be responsible for acquiring any necessary public right of way required for the construction of the Water Line. The Water Line will be sized to serve the Tract; to the extent the City requires

the Water Line to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 below. The Developer will receive Impact Fee credit for funding of the Water Line as described in Section 2.1(d) below.

- ii. **Funding.** The City will provide the Developer and the District a cost estimate of the engineering and construction costs of the Water Line, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Water Line. The City will be responsible for bidding the Water Line in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, and reimbursable expenses with the City. It is anticipated that the construction costs will include costs to bore under the railroad crossing. The Developer and District shall have the right to review all bids received for the construction of the Water Line, approve award of the construction contract for the Water Line, and review and approve all pay estimates and change orders related thereto. The Developer is not responsible for any change orders that exceed twenty-five percent of the construction contract as the maximum allowed by TCEQ rules, and is therefore not eligible for reimbursement by the District of such change order. The City will keep accurate records of Developer deposits and Water Line costs and make such records available for Developer or District inspection upon request. Within 45 days of City acceptance of the Water Line, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost except for the aggregate of construction change order cost in excess of twenty-five percent of the total construction contract for the Water Line. The City will hold \$3,000 in escrow to cover estimated cost for completion of the one year warranty inspection. After completion of the one year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds. Developer will get impact fee credit for all funds expended pursuant to this Section 2.1(b)(ii) in accordance with Section 2.1(d) below.

iii. **Timing.** Parties acknowledge that the Water Line is critical to the First Phase of development of the Tract. The City is obligated to begin design of the Water Line upon execution of this Agreement, and begin construction of the Water Line within six months of execution of this Agreement. The Developer and the City understand that there are certain factors outside of both the Developers and City's control including, but not limited to, easement acquisition and approval for the crossing of the railroad that may cause delay. The City agrees to use best efforts to timely acquire any right of way and/or railroad crossings, and will begin procuring such right of way and/or railroad crossings within forty-five days of City approval of this Agreement. The Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Water Line in accordance with this Agreement, the City agrees that the Developer and/or District may design and construct the Water Line to meet its development needs and receive Impact Fee credit for such costs as stated in Section 2.1(d) below.

iv. **Ownership.** The City will accept such Water Line for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2. **Subsequent Phases.** Parties acknowledge that the City will need to construct additional water supply facilities in order to serve the Tract at full build out, which is estimated to be 560 ESFCs or 168,000 gpd.

i. By the expiration of twenty-four (24) months following the date on which the Developer or District engineer notifies the City in writing that it requires additional capacity to timely serve subsequent phases of the Tract, the City agrees to have completed construction of the expansion of its water supply system to accommodate the Developer's subsequent phases of development. The Developer's obligation to fund expansions to the City's water supply system (other than the Water Line as described in Section 2(b)(1)) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

ii. In the event that, at any phase of development, the City's water supply system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the Developer may elect to:

1. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional water supply facilities necessary to serve subsequent phases of development in the District, and the City would thereafter credit the Developer up to an amount equal to the amount advanced by the Developer; and/or
 2. Construct, or cause the District to construct, additional water supply facilities based upon demand and usage and sized appropriately to serve development within the Tract in accordance with all regulatory requirements, and the City would thereafter credit the Developer for the Impact Fees related to development on the Tract that would otherwise be due and payable to the City up to an amount equal to the costs of constructing the additional water supply facilities.
- c. Wastewater Treatment Facilities. The parties acknowledge that the Tract will be developed in phases with ultimate wastewater requirements of 112,000 gpd to serve approximately 560 connections.
1. *First Phase.* The City agrees that it has permitted capacity in its wastewater treatment system to serve the First Phase of 180 ESFCs.
 - i. **Force Main.** The City agrees to design and construct an off-site force main to serve the Tract as generally shown on Exhibit C (the "Force Main"). The Force Main shall be sized to serve the Tract; if the City requires the Force Main to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 herein. The City will acquire any necessary right of way for construction of the Force Main.
 - ii. **Funding.** The City will provide the Developer and the District a cost estimate of the engineering and construction costs of the Force Main, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Force Main. The City will be responsible for bidding the Force Main in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, and reimbursable expenses with the City. It is anticipated that the

construction costs will include costs to bore under the railroad crossing. The Developer and District shall have the right to review all bids received for the construction of the Force Main, approve award of the construction contract for the Force Main, and review and approve all pay estimates and change orders related thereto. The Developer is not responsible for any change orders that exceed twenty-five percent of the construction contract as the maximum allowed by TCEQ rules, and is therefore not eligible for reimbursement by the District of such change order. The City will keep accurate records of Developer deposits and Force Main costs and make such records available for Developer or District inspection upon request. Within 45 days of City acceptance of the Force Main, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost except for the aggregate of construction change order cost in excess of twenty-five percent of the total construction contract for the Force Main. The City will hold \$3,000 in escrow to cover estimated cost for completion of the one year warranty inspection. After completion of the one year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds.

- iii. **Timing.** Parties acknowledge that the Force Main is critical to the First Phase of development of the Tract. The City is obligated to begin design of the Force Main upon execution of this Agreement and begin construction of the Force Main within six months of execution of this Agreement. The Developer and the City understand that there are certain factors outside of both the Developers and City's control including, but not limited to, easement acquisition and approval for the crossing of the railroad that may cause delay. The City agrees to use best efforts to timely acquire any right of way and/or railroad crossings, and will begin procuring such right of way and/or railroad crossings within forty-five days of City approval of this Agreement. The Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Force Main in accordance with this Agreement, the City agrees that the Developer and/or District may design and construct the Force Main to meet its development needs.

- iv. **Ownership.** The City will accept such Force Main for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2. *Subsequent Phases.*

- i. Parties acknowledge that the City will need to construct additional wastewater treatment facilities in order to serve the Tract at full build out. By the expiration of twenty-four(24) months following the date on which the Developer and/or District engineer notifies the City in writing that the Developer requires such additional capacity to serve subsequent phases of the Tract, the City agrees to have completed construction of the expansion of its wastewater treatment system to accommodate the Developer's subsequent phases of development. The Developer's obligation to fund expansions to the City's wastewater treatment facilities (other than the Force Main as described in Section 2(c)(1)) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.
- ii. In the event that, at any phase of development, the City's wastewater treatment system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the Developer may elect to:
 - 1. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development on the Tract, which funds shall be used by the City solely for funding the costs of constructing additional wastewater treatment facilities sufficient to serve subsequent phases of development in the District. The City would thereafter credit the Developer for Impact Fees up to an amount equal to the amount advanced by the Developer; and/or
 - 2. Construct, or cause the District to construct, additional wastewater treatment facilities based upon demand and usage and sized appropriately to serve development within the Tract in accordance with all regulatory requirements, and the City would thereafter credit the Developer for the Impact Fees related to development on the Tract that would otherwise be due and payable to the City up to an amount

equal to the costs of constructing the additional wastewater treatment facilities.

- d. *Impact Fees.* The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities (“Impact Fees”) in the amount as stated in the City’s current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City’s approval of the final plat for each section based on the number of connections in such plat. The Water Line is a regional facility and is included in the City CIP. The Developer will receive Impact Fee credit for the amount expended and paid to the City for the Water Line. The Developer will receive credit upon final platting until such costs are reimbursed in full.
- e. *Drainage Facilities.* The Developer will submit a drainage study to the City prior to approval of construction plans. All drainage and detention facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. The City agrees to allow culverts and public roads within public road right of way as restrictors or control structures for detention facilities. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the District and/or a property owners association.

Section 2.2. Road Improvements.

- a. *General.* Parties agree to the alignment of all major thoroughfares as shown on **Exhibit D**. Any public road improvements constructed within the Tract, other than the Proposed Collector Road as provided herein, shall be constructed in accordance with the City Code and in accordance with the City’s Major Thoroughfare Plan. The Developer will obtain any easements or rights-of-way necessary for construction of public road improvements inside the boundaries of the Tract; however to the extent additional easements or rights-of-way are necessary to construct public road improvements outside the boundaries of the Tract on land not owned by the Developer, the City is responsible for obtaining such easements or rights-of-way at no cost to the Developer. Once constructed, all public road improvements shall be dedicated to and accepted by the City for operation and maintenance.
- b. *Proposed Collector Road.* The Parties agree that the Proposed Collector Road (designated as the Proposed Collector on **Exhibit D**) shall be constructed in phases as shown on **Exhibit F**. Developer on behalf of the District agrees to extend the Proposed Collector Road to Spring Branch Road in connection with the development of Phase III as shown on **Exhibit F**.

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- c. Non-Standard Road Improvements. The Developer may place additional features (“Non-Standard Improvements”) on certain public roads to enhance the aesthetic appeal of roads in the District, including but not limited to the installation of bricks and pavers or patterned concrete for the purposes of beautification and visual enhancement, as approved by the City engineer. The Developer agrees that the District will be solely responsible for the maintenance of any Non-Standard Improvements that are not accepted by the City for maintenance within the public road rights-of-way, including general upkeep for functional and aesthetic purposes and replacement when necessary to preserve the intended functions of the Non-Standard Improvements. The District shall keep all Non-Standard Improvements in operable condition. The Parties agree that the District may remove the Non-Standard Improvements at any time provided that it repairs and replaces the Non-Standard Improvements with a surface substantially similar to the adjoining roadway, at which time the City will resume maintenance of the public road right-of-way to the same standard as all other City roads.

Section 2.3. Oversizing. If the City requires portions of the Facilities to be constructed to a size larger than would be required pursuant to the City Code to serve the Tract, the City will pay or cause to be paid the incremental costs to construct such excess capacity in accordance with state law. Prior to award of any contract in which oversized Facilities will be built, the Developer will present the City with the bids and bid tabulations, and the City and the Developer (or District in accordance with the Utility Agreement) must agree to the incremental costs based on such bid or the Developer is not required to oversize the Facilities. The City will pay its pro rata share of the oversized facilities upon award of the construction contract for such facilities.

Section 2.4. Parks and Recreational Facilities. The Developer shall design and construct all park and recreational facilities to serve the Tract in accordance with the City Code and any applicable Montgomery County standards. Any park and recreational facilities will not be accepted by the City but owned and maintained by the District and/or a property owners association.

Section 2.5. Development Regulations. Developer agrees that the development of the Tract shall be in accordance with the City Code except as to lot size: a maximum of 47% of the platted single-family residential lots within the District may be a minimum of 60 feet wide and 8,400 square feet. This Agreement constitutes the City’s acceptance of the described variance from its City Code.

Section 2.6. Minor Modifications. Minor modifications to the Developer or District’s utility plan, thoroughfare plan, phasing plan or variances in development regulations are authorized under this Agreement upon review and approval of the City Administrator, or its designee, and no amendment to this Agreement is required. A minor modification would include, but is not limited to, an adjustment in the alignment of a roadway, adjustment in lot sizes or densities that is less than 15% of such category, an adjustment or relocation of public utility infrastructure if approved by the City Administrator or its designee; or any modification

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that is an elaboration, refinement or clarification of this Agreement and deemed to be a minor modification by the City Administrator.

ARTICLE III.
DEFAULT AND TERMINATION

Section 3.1. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement.

a. The parties acknowledge and agree that any substantial deviation by the Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement or the City Code provisions applicable to the Tract.

b. The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the following instances:

- (i) An attempt by the City to dissolve the District without complying with the terms of this Agreement or in violation of the provisions of the Utility Agreement;
- (ii) An attempt by the City to delay or limit reimbursement to the Developer in violation of the provisions of this Agreement; or
- (iii) An attempt by the City to enforce any provisions of the City Code within the Tract that is inconsistent with the terms and conditions of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article III shall provide the remedies for such default.

Section 3.2. Notice of Developer's Default.

a. The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination, except to the extent that such information is protected by attorney/client privilege.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity.

Section 3.3. Notice of City's Default.

a. Developer shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Developer may specify in the notice, either cure the alleged failure or, in a written response to Developer, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

c. If Developer determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that the failure is excusable, the determination shall conclude the investigation.

d. If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may pursue any and all remedies it has at law or equity.

Section 3.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by

virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

ARTICLE IV.

CITY'S CONSENT TO CREATION; VOLUNTARY ANNEXATION; DISTRICT ANNEXATION OF LAND

Section 4.1. Consent to Creation of the District. Concurrently with approval of this Agreement, the City has approved a resolution consenting to creation of the District, and the City agrees that the resolution will be deemed to constitute the City's consent to creation of the District. 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 the Developer or the District if requested to do so.

Section 4.2. Consent to Annexation of City. Concurrently with approval of this Agreement, the Developer has submitted to the City its petition for annexation of the Annexation Tract into the corporate limits of the City. Once the annexation process is complete, the City hereby agrees to annex the Annexation Tract into the corporate limits of the City, and the Annexation Tract shall be entitled to all the rights and privileges and bound by all regulations of the City.

Section 4.3. Annexation of Land by District. The District may not annex additional land into the boundaries of the District or serve property outside the boundaries of the District without the consent of the City. In the event land is annexed into the boundaries of the District with the City's consent, the terms of this Agreement shall apply to the annexed land.

ARTICLE V. DISSOLUTION

The City agrees that irrespective of its right and power under existing or subsequently enacted law, it will not dissolve the District until the following conditions have been met:

- a. At least 90% of the developable acreage within the District has been developed with water, wastewater, and drainage facilities. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, bayous, and open space; and
- b. The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

ARTICLE VI.

MISCELLANEOUS

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Section 6.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 6.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other incapacities of any party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

Section 6.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

Section 6.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and

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addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77535
Attention: City Manager

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, TX 77019
Attention: Alan P. Petrov

If to the Developer, to:

Redbird Meadow Development, LLC
5910 FM 2920, Suite B
Spring, TX. 77388
Attention: Perry Senn

With a copy to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Annette Stephens

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other parties.

Section 6.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

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Section 6.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 6.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 6.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 6.10. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 6.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Code. The Developer 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 such entity.

Section 6.12. Execution of Agreement by District. After approval of the creation of the District by the TCEQ, Developer shall cause the assignment, execution and adoption by the Board of Directors of the District of the Utility Agreement in the form attached hereto as **Exhibit B** within 90 days after the election confirming creation of the District.

(Signature Pages to Follow)

Executed by the Developer and the City to be effective on the Effective Date.

Redbird Meadow Development, LLC, a
Texas limited liability company

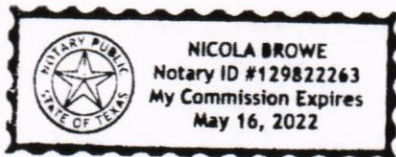
By: [Signature]
Name: Perry Senn
Title: Member/Owner

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 10th day of May,
2022, by PERRY, SENN of Redbird Meadow Development, LLC, a
Texas limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public, State of Texas
NICI BROWE

(NOTARY SEAL)



CITY OF MONTGOMERY, TEXAS

Sara Countryman
Sara Countryman, Mayor

ATTEST:

N. Browe - Nici Browe.
Title: City Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 10th day of May, 2022, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

N. Browe
Notary Public, State of Texas

(NOTARY SEAL)

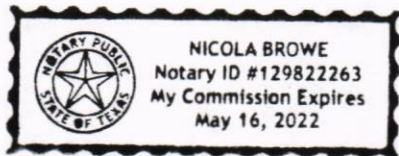


EXHIBIT "A"
METES AND BOUNDS

[See attached.]

A certain portion of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, was patented to the Texas Land Commission by Act of the Legislature of the State of Texas, Chapter 107, Acts of the 50th Legislature, 1947, and the same is hereinafter referred to as the "Patented Land".

The "Patented Land" is bounded on the north by the south line of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, which is hereinafter referred to as the "North Line".

The "Patented Land" is bounded on the east by the west line of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, which is hereinafter referred to as the "East Line".

The "Patented Land" is bounded on the south by the north line of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, which is hereinafter referred to as the "South Line".

The "Patented Land" is bounded on the west by the east line of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, which is hereinafter referred to as the "West Line".

The "Patented Land" is bounded on the north and east by the south and west lines of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, which is hereinafter referred to as the "North and East Lines".

The "Patented Land" is bounded on the south and west by the north and east lines of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, which is hereinafter referred to as the "South and West Lines".

The "Patented Land" is bounded on the north and west by the south and east lines of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, which is hereinafter referred to as the "North and West Lines".

The "Patented Land" is bounded on the south and east by the north and west lines of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, which is hereinafter referred to as the "South and East Lines".

The "Patented Land" is bounded on the north and east by the south and west lines of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, which is hereinafter referred to as the "North and East Lines".

The "Patented Land" is bounded on the south and west by the north and east lines of section 36, township 35N, range 124E, containing 40 acres, more or less, in the public lands of the State of Texas, which is hereinafter referred to as the "South and West Lines".

Michael J. and Judith L. Kammerer
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

A **METES & BOUNDS** description of a certain 388.5 acre (16,923,690 square feet) tract of land situated in the Zachariah Landrum Survey, Abstract No. 22, in Montgomery County, Texas, being a portion of the remainder of a called 454.2890 acre tract conveyed to Michael J. Kammerer and spouse, Judith L. Kammerer, by deed recorded in Clerk's File No. 9401426, Montgomery County Official Public Records of Real Property; said 388.5 acre (16,923,690 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

COMMENCING at a 5/8-inch iron rod found on a south line of the remainder of said called 454.2890 acre tract, being the northwest corner of a called 49.956 acre tract conveyed to Scott T. Kammerer and wife, Kimberly K. Kammerer, by deed recorded in Clerk's File No. 2006-111859, Montgomery County Official Public Records of Real Property, also being the northeast corner of a called 251.96 acre tract conveyed to Steven L. Havens by deed recorded in Clerk's File No. 9403259, Montgomery County Official Public Records of Real Property;

THENCE, South 88°19'34" West, along said south line of the remainder of said called 454.2890 acre tract and the north line of said called 251.96 acre tract, a distance of 151.98 feet to a 5/8-inch iron rod (with cap) found, being the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 88°19'34" West, continuing along said south line of the remainder of said called 454.2890 acre tract and the north line of said called 251.96 acre tract, 2,414.45 feet to a fence post found, being the southeast corner of a called 29.510 acre tract conveyed to Eco World Construction LLC by deed recorded in Clerk's File No. 2017075464, Montgomery County Official Public Records;

THENCE, North 01°03'09" West, along the east line of said called 29.510 acre tract, 936.63 feet to a 1/2-inch iron rod (with cap) found, being the northeast corner of said called 29.510 acre tract, also being the southeast corner of a called 18.285 acre tract conveyed to Cullan Morris Cotton and spouse, Angela Carolyn Cotton, by deed recorded in Clerk's File No. 2013123600, Montgomery County Official Public Records;

THENCE, North 01°18'35" West, along the east line of said called 18.285 acre tract, 538.33 feet to a 1/2-inch iron rod (with cap) found;

THENCE, along the north line of said called 18.285 acre tract, the following two (2) courses and distances:

1. South 86°44'07" West, 713.98 feet to a 5/8-inch iron rod (with cap stamped Manhard) set;
2. South 84°52'41" West, 788.26 feet to a mag nail in asphalt set in the approximate centerline of Spring Branch Road;

THENCE, North 07°58'17" West, along said approximate centerline of Spring Branch Road, 60.07 feet to a mag nail in asphalt set for a northwest corner of the remainder of said called 454.2890 acre tract;

Michael J. and Judith L. Kammerer
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

THENCE, North 84°52'41" East, along a north line of the remainder of said called 454.2890 acre tract, at a distance of 53.58 feet passing a 5/8-inch iron rod found for the southwest corner of a called 5.74 acre tract conveyed to Ty Russell by deed recorded in Clerk's File No. 2002-029580, Montgomery County Official Public Records of Real Property, in all a distance of 792.22 feet to a 1-inch iron pipe found, being the southeast corner of said called 5.74 acre tract, also being the southwest corner of a called 14.929 acre tract conveyed to Carl M. Wilson, Jr. by deed recorded in Clerk's File No. 2012019241, Montgomery County Official Public Records;

THENCE, North 86°44'07" East, continuing along said north line of the remainder of said called 454.2890 acre tract and along the south line of said called 14.929 acre tract, 717.13 feet to a 1/2-inch iron rod (with cap) found, being the southeast corner of said called 14.929 acre tract;

THENCE, North 07°47'11" West, along a west line of the remainder of said called 454.2890 acre tract, 1,165.08 feet to a 5/8-inch iron rod (with cap stamped Manhard) set, being the southwest corner of a called 44.201 acre tract conveyed to Promocon USA LLC by deed recorded in Clerk's File No. 2019008141, Montgomery County Official Public Records;

THENCE, North 86°39'25" East, along a north line of the remainder of said called 454.2890 acre tract and the south line of said called 44.201 acre tract, 1,710.81 feet to a 1-inch iron pipe found, being the southeast corner of said called 44.201 acre tract;

THENCE, North 03°01'49" West, along a west line of the remainder of said called 454.2890 acre tract and the east line of said called 44.201 acre tract, at a distance of 1,403.16 feet passing a 5/8-inch iron rod found for the northeast corner of said called 44.201 acre tract, in all a distance of 1,436.78 feet to a mag nail in asphalt set in the approximate centerline of Old Dobbin Road;

THENCE, along the approximate centerline of said Old Dobbin Road, the following three (3) courses and distances:

1. North 63°02'56" East, 319.69 feet to a mag nail in asphalt set;
2. North 65°05'57" East, 303.42 feet to a mag nail in asphalt set;
3. North 62°20'23" East, 242.77 feet to a mag nail in asphalt set in the approximate centerline of Old Plantersville Road;

THENCE, along said approximate centerline of Old Plantersville Road, the following five (5) courses and distances:

1. South 50°02'03" East, 484.20 feet to a mag nail in asphalt set;
2. South 49°34'13" East, 603.77 feet to a mag nail in asphalt set;
3. South 49°43'52" East, 594.81 feet to a mag nail in asphalt set;

Michael J. and Judith L. Kammerer
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

4. South 49°49'14" East, 503.40 feet to a mag nail in asphalt set, being the beginning of a curve to the left;
5. Along said curve to the left in an easterly direction, with a radius of 1,540.00 feet, a central angle of 70°15'24", an arc length of 1,888.37 feet, and a chord bearing of South 84°56'56" East, 1,772.26 feet to a mag nail in asphalt set;

THENCE, South 03°00'07" East, along the east right-of-way line of Womack Cemetery Road, at a distance of 898.45 feet passing a 5/8-inch iron rod found, being the southwest corner of a called 9.35 acre tract conveyed to Donald Davis and Sharon Davis, by deed recorded in Clerk's File No. 2014059226, Montgomery County Official Public Records, also being the northwest corner of a called 3.000 acre tract (Tract Two) conveyed to Edward R. Lofton and wife, Marian Lofton, by deed recorded in Clerk's File No. 9513228, Montgomery County Official Public Records of Real Property, at a distance of 1,138.56 feet passing a 5/8-inch iron rod found, being the southwest corner of said called 3.000 acre tract (Tract Two), also being the northwest corner of a called 3.000 acre tract conveyed to James Edward Thrower, III and Tanya Thrower, a married couple, by deed recorded in Clerk's File No. 2018030495, Montgomery County Official Public Records, at a distance of 1,398.43 feet passing a 5/8-inch iron rod found, being the southwest corner of a called 7.544 acre tract (Tract One) conveyed to Edward R. Lofton and wife, Marian Lofton, by said deed recorded in Clerk's File No. 9513228, Montgomery County Official Public Records of Real Property, also being the northwest corner of a 20 foot wide (called 0.695 acre) ingress/egress easement (Tract Two) conveyed to David Solomon by deed recorded in Clerk's File No. 2020115162, Montgomery County Official Public Records, in all a distance of 1,913.12 feet to a 1/2-inch iron rod found, being on the west line of a called 10.758 acre tract conveyed to Ford Hal Bazar by deed recorded in Clerk's File No. 2001-040245, Montgomery County Official Public Records of Real Property, also being the northeast corner of a called 18.43 acre tract conveyed to Van Stovall and Jeanne Stovall by deed recorded in Clerk's File No. 99050272, Montgomery County Official Public Records of Real Property, also being on the south right-of-way line of Womack Cemetery Road;

THENCE, along said south right-of-way line of Womack Cemetery Road, the following six (6) courses and distances:

1. South 71°44'11" West, 497.65 feet to a 5/8-inch iron rod (with cap stamped Manhard) set, being the northwest corner of said called 18.43 acre tract, also being the northeast corner of a called 8.0793 acre tract conveyed to Samuel Scheler and Tanya Scheler, husband and wife, by deed recorded in Clerk's File No. 2013100439, Montgomery County Official Public Records;
2. South 71°58'44" West, along the north line of said called 8.0793 acre tract and the north line of a called 9.434 acre tract conveyed to Micah D. Tomlinson and spouse, Diane Tomlinson, by deed recorded in Clerk's File No. 2006-009043, Montgomery County Official Public Records of Real Property, 493.64 feet to a 5/8-inch iron rod (with cap stamped Manhard) set on the north line of said called 9.434 acre tract;
3. South 75°35'39" West, along the north line of said called 9.434 acre tract and the north line of a called 15.1045 acre tract conveyed to Lester W. Gallatin and Cynthia J. Gallatin, husband and wife, by deed recorded in Clerk's File No. 2003-152894, Montgomery County Official Public Records of Real Property, at a distance of 431.76 feet passing a 5/8-inch iron rod found, in all a distance of 604.23 feet to a 1/2-inch iron rod found, being the northwest corner of said called 15.1045 acre tract;

Michael J. and Judith L. Kammerer
388.5 acres

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- 4. South 59°21'52" West, 55.10 feet to a 1/2-inch iron pipe found, being the north corner of a called 2.221 acre tract conveyed to 11845 Womack Cemetery Road Joint Venture by deed recorded in Clerk's File No. 2018057068, Montgomery County Official Public Records;
- 5. South 35°03'48" West, 625.59 feet to a 1-inch iron pipe found, being the southwest corner of said called 2.221 acre tract, being on the north line of said called 49.956 acre tract;
- 6. South 87°25'18" West, along the north line of said called 49.956 acre tract, a distance of 512.09 feet to a 5/8-inch iron rod (with cap) found;

THENCE, over and across the remainder of said called 454.2890 acre tract, the following three (3) courses and distances:

- 1. North 00°05'49" East, 998.33 feet to a 5/8-inch iron rod (with cap) found;
- 2. South 87°23'22" West, 677.53 feet to a 5/8-inch iron rod (with cap) found;
- 3. South 12°17'49" West, 1,028.95 feet to the POINT OF BEGINNING, CONTAINING 388.5 acres (16,923,690 square feet) of land in Montgomery County, Texas, filed in the offices of Manhard Consulting, Ltd. in The Woodlands, Texas.

Manhard Consulting, Ltd.
 2445 Technology Forest Blvd, Suite #200
 The Woodlands, Texas 77381
 (832) 823-2200
 Texas Board of Professional Engineers &
 Land Surveyors Firm Reg. No. 10194379


 Acting By/through Joel K. Nalley
 Registered Professional Land Surveyor
 No. 6525
 jnalley@manhard.com



12 December 2020

the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

“Approving Bodies” shall mean the City, the TCEQ, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

“Bonds” shall mean the District’s bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

“City Code” shall mean the Code of Ordinances adopted by the City, as amended from time to time.

“City Manager” shall mean the City Manager of the City.

“Development Agreement” shall mean that certain Development Agreement, dated _____, 2022, between the City and Redbird Meadow Development, LLC, a Texas limited liability company, as may be amended from time to time.

“District” shall mean Montgomery County Municipal Utility District No. 215, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 388.5 acres of land described on Exhibit “A”

attached hereto, and any land that is annexed to the District with the consent of the City.

“District Assets” shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

“District’s Obligations” shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

“Engineers” shall mean LJA Engineering, consulting engineers, or its replacement, successor or assignee.

“Engineering Reports” shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

“ESFC” means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

“Facilities” shall mean and include the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, roads and improvements in aid thereof, park and recreational facilities constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports.

“Parties” shall mean the City and the District, collectively.

"TCEQ" shall mean the Texas Commission on Environmental Quality or its successor agency of the State of Texas having jurisdiction over the District.

ARTICLE II
DESCRIPTION, DESIGN, FINANCING
AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities, as described in the Engineering Reports, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. All plans and specifications for the Facilities shall be submitted to the City for approval prior to construction and advertising for bids. The plans and specifications shall be prepared in accordance with the applicable provision of the City Code, as they may be amended from time to time. The District shall not be required to design and construct the Facilities to requirements more stringent than the City's requirements and criteria applicable to all design and construction within the City's jurisdiction, unless required by State or Federal regulation or code. The District shall design, construct or extend the Facilities to serve the District in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply of 168,000 gpd to serve approximately 560 ESFCs. The City shall design and construct, at the District's cost, a 12" off-site waterline connecting to the City's existing 8" waterline, which shall be routed generally as shown on Exhibit "B" attached hereto or such other route as is mutually agreed upon by the Parties ("Water Line"). The Water Line will be constructed in public right of way or easement and to the extent necessary, the City will be responsible for acquiring any necessary public right of way required for the construction of the Water Line. The Water Line will be sized to serve the District; to the extent the City requires the Water Line to be oversized to serve land outside the District, the Parties agree to comply with provisions of Section 2.07 below. The District shall have the right to review all bids received for the construction of the Water Line, approve award of the construction contract for the Water Line, and review and approve all pay estimates and change orders related thereto. Funding of the Water Line by the District shall be in accordance with the terms of the Development Agreement. The District will receive Impact Fee credit for funding of the Water Line as described in Section 2.04 below. Timing of design and construction of the Water Line by the City shall be in accordance with the terms of the Development Agreement. In the event that the City does not timely commence design and/or construction of the Water Line in accordance with the Development Agreement, the City agrees that the District may design and construct the Water Line to meet its development needs and receive Impact Fee credit for such costs as stated in Section 2.04

below. The City will accept the Water Line for ownership and operation in accordance with the terms of this Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

The Parties acknowledge that the City will need to construct additional water supply facilities in order to serve the District at full build out, which is estimated to be 560 ESFCs or 168,000 gpd. By the expiration of twenty-four (24) months following the date on which the District engineer notifies the City in writing that it requires additional capacity to timely serve subsequent phases of the District, the City agrees to have completed construction of the expansion of its water supply system to accommodate the District's subsequent phases of development. The District's obligation to fund expansions to the City's water supply system (other than the Water Line as described in this Section 2.02) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

In the event that, at any time during the term of this Agreement, the City's water supply system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the District may elect to:

- a. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional water supply facilities necessary to serve subsequent phases of development in the District, and the City would thereafter credit the District up to an amount equal to the amount advanced by the District; and/or
- b. Construct additional water supply facilities based upon demand and usage and sized appropriately to serve development within the District in accordance with all regulatory requirements, and the City would thereafter credit the District for the Impact Fees related to development in the District that would otherwise be due and payable to the City up to an amount equal to the costs of constructing the additional water supply facilities.

2.03. Wastewater Treatment Plant Facilities. The City shall provide the District with its ultimate wastewater requirements of 112,000 gpd to serve approximately 560 connections. The City agrees to design and construct an off-site force main to serve the District as generally shown on Exhibit "B" attached hereto (the "Force Main"). The Force Main shall be sized to serve the District; if the City requires the Force Main to be oversized to serve land outside the District, the Parties agree to comply with provisions of Section 2.07 below. The City will acquire any necessary right of way for construction of the Force

Main. The City will be responsible for bidding the Force Main in accordance with competitive bidding laws. The District shall have the right to review all bids received for the construction of the Force Main, approve award of the construction contract for the Force Main, and review and approve all pay estimates and change orders related thereto. Funding of the Force Main by the District shall be in accordance with the terms of the Development Agreement. Timing of design and construction of the Force Main by the City shall be in accordance with the terms of the Development Agreement. In the event that the City does not timely commence design and/or construction of the Force Main in accordance with the Development Agreement, the City agrees that the District may design and construct the Force Main to meet its development needs. The City will accept the Force Main for ownership and operation in accordance with the terms of this Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

The Parties acknowledge that the City will need to construct additional wastewater treatment facilities in order to serve the District at full build out. By the expiration of twenty-four (24) months following the date on which the District engineer notifies the City in writing that the District requires such additional capacity to serve subsequent phases of the District, the City agrees to have completed construction of the expansion of its wastewater treatment system to accommodate the District's subsequent phases of development. The District's obligation to fund expansions to the City's wastewater treatment facilities (other than the Force Main as described in this Section 2.03) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

In the event that, at any time during the term of this Agreement, the City's wastewater treatment system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the District may elect to:

- a. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional wastewater treatment facilities sufficient to serve subsequent phases of development in the District. The City would thereafter credit the District for Impact Fees up to an amount equal to the amount advanced by the District; and/or
- b. Construct additional wastewater treatment facilities based upon demand and usage and sized appropriately to serve development within the District in accordance with all regulatory requirements, and the City would thereafter credit the District for the Impact Fees related to development in the District that would otherwise be due and payable to the City up to an amount equal to the costs of

constructing the additional wastewater treatment facilities.

2.04. Impact Fees. The District agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The District will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section based on the number of connections in such plat. The Water Line is a regional facility and is included in the City CIP. The District will receive Impact Fee credit for the amount expended and paid to the City for the Water Line. The District will receive credit upon final platting until such costs are reimbursed in full.

2.05. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to the District upon reasonable request of the District that the City has capacity in its wastewater treatment plant and/or has sufficient water supply to serve the District.

2.06. Road Facilities. The District shall be authorized to construct such roads as are authorized by applicable law and approved by the City in accordance with this Agreement. The public road Facilities will be conveyed to the City upon final completion and subject to final acceptance by the City.

2.07. Oversizing. If the City requires portions of the Facilities to be constructed to a size larger than would be required pursuant to the City Code to serve the District, the City will pay or cause to be paid the incremental costs to construct such excess capacity in accordance with state law. Prior to award of any contract in which over-sized facilities will be built, the District will present the City with the bids and bid tabulations, and the City and the District must agree to the incremental costs based on such bid or the District is not required to oversize the Facilities. The City will pay its pro rata share of the oversized facilities upon award of the construction contract for such facilities.

2.08 Drainage Facilities. The District will submit a drainage study to the City prior to approval of construction plans. All drainage and detention Facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. The City agrees to allow culverts along public roads to serve as detention facilities. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the District and/or a property owners association.

2.09 Parks and Recreational Facilities. The District shall design and construct all park and recreational facilities to serve the District in accordance with the City Code and

any applicable Montgomery County standards. Any park and recreational facilities will not be accepted by the City but owned and maintained by the District and/or a property owners association.

2.10 Minor Modifications. Minor modifications to the District's utility plan are authorized under this Agreement upon review and approval of the City Administrator, or its designee, and no amendment to this Agreement is required. A minor modification would include, but is not limited to, an adjustment or relocation of public utility infrastructure if approved by the City Administrator or its designee; or any modification that is an elaboration, refinement or clarification of this Agreement and deemed to be a minor modification by the City Administrator.

ARTICLE III OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As construction of each phase of the Facilities is completed and becomes operational, the District shall convey the same to the City, free and clear of all encumbrances.

3.02. Operation by the City. As construction of each phase of the Facilities is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the approved plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the approved plans and specifications the City will immediately advise the District in what manner the infrastructure does not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and provide retail water and sanitary sewer service to all users within the District without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

3.03. Rates and Meters. The City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system will be

equal and uniform to those charged other similar classifications of users in the City. All water and wastewater revenues from the District customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

3.04. Tap Fees / Connection Charges. Notwithstanding anything in the City Code to the contrary, the City will impose a charge for tap fees or connections to the water and wastewater system at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

ARTICLE IV FINANCING OF FACILITIES

4.01 Authority of District to Issue Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law and the general laws of the State of Texas.

At least thirty (30) days before the issuance of bonds, except refunding bonds, the District's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ (if applicable) and whether or not the District bonds have been approved by the TCEQ, if applicable. The report, provided to the City Manager, should also state the following:

- The amount of bonds being proposed for issuance,
- The projects to be funded by such bonds,
- The proposed debt service tax rate after issuance of the bonds.

Within thirty (30) days after the District closes the sale of a series of bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.

4.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities or parts thereof, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, and providing for developer

interest and for any necessary capitalized interest and costs of issuance.

4.03 Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest-payment date subsequent to the tenth anniversary of the date of issuance without premium and will be sold only after the taking of public bid therefore. None of such Bonds, other than refunding Bonds, will be sold for less than 95% of par; provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such Bonds is given, and that bids for the Bonds will be received not more than forty-five days after notice of sale of the Bonds is given. The Bonds shall not have a maturity of more than twenty-five years and shall not provide for more than twenty-four months of capitalized interest.

4.04. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; the Bonds shall not contain a pledge of any revenues of the Facilities.

4.05. Construction by Third Parties. From time to time, the District may enter into one or more agreements, (hereinafter, "Development Financing Agreement") with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of each Development Financing Agreement, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each Development Financing Agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE V DISSOLUTION OF THE DISTRICT

5.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to dissolve the District and to acquire the District's Assets and assume the

District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 90% of the Facilities to serve all the developable acreage at full development has been constructed. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, rivers, fire facilities, and open space; and
2. The developer of the District has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

Upon dissolution of the District, the City shall acquire the District's Assets and shall assume the District's Obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District's Obligations pursuant to any existing Development Financing Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's Obligations, including those under any Development Financing Agreements.

5.02. Transition upon Dissolution. In the event all required findings and procedures for the annexation and dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VI REMEDIES IN EVENT OF DEFAULT

The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party

shall be required to pay for the non-breaching party's attorneys fees and court costs.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

7.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77535
Attention: City Manager

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150

Houston, TX 77019
Attn: Alan P. Petrov

If to the District, to:

Montgomery County Municipal Utility District No. 215
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Annette Stephens

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

7.04. Assignability. This Agreement may not be assigned by either except upon written consent of the other party

7.05. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

7.06. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

7.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

7.08. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Resolution between the City and the District. If any provisions of the Consent Resolution appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Resolution.

7.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of

either party, with respect to the provisions hereof.

7.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

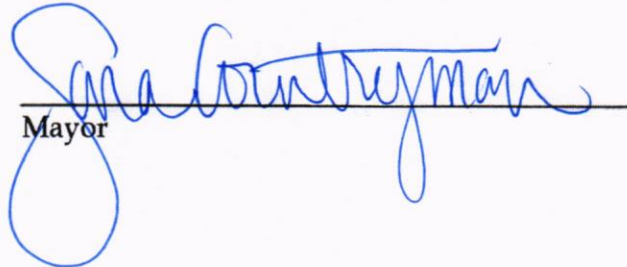
7.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

7.12. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of thirty (30) years from the date hereof.

[EXECUTION PAGES FOLLOW.]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 10th day of May 2022.

THE CITY OF MONTGOMERY, TEXAS



Mayor

ATTEST/SEAL:



City Secretary



MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 215

By: _____
President, Board of Directors

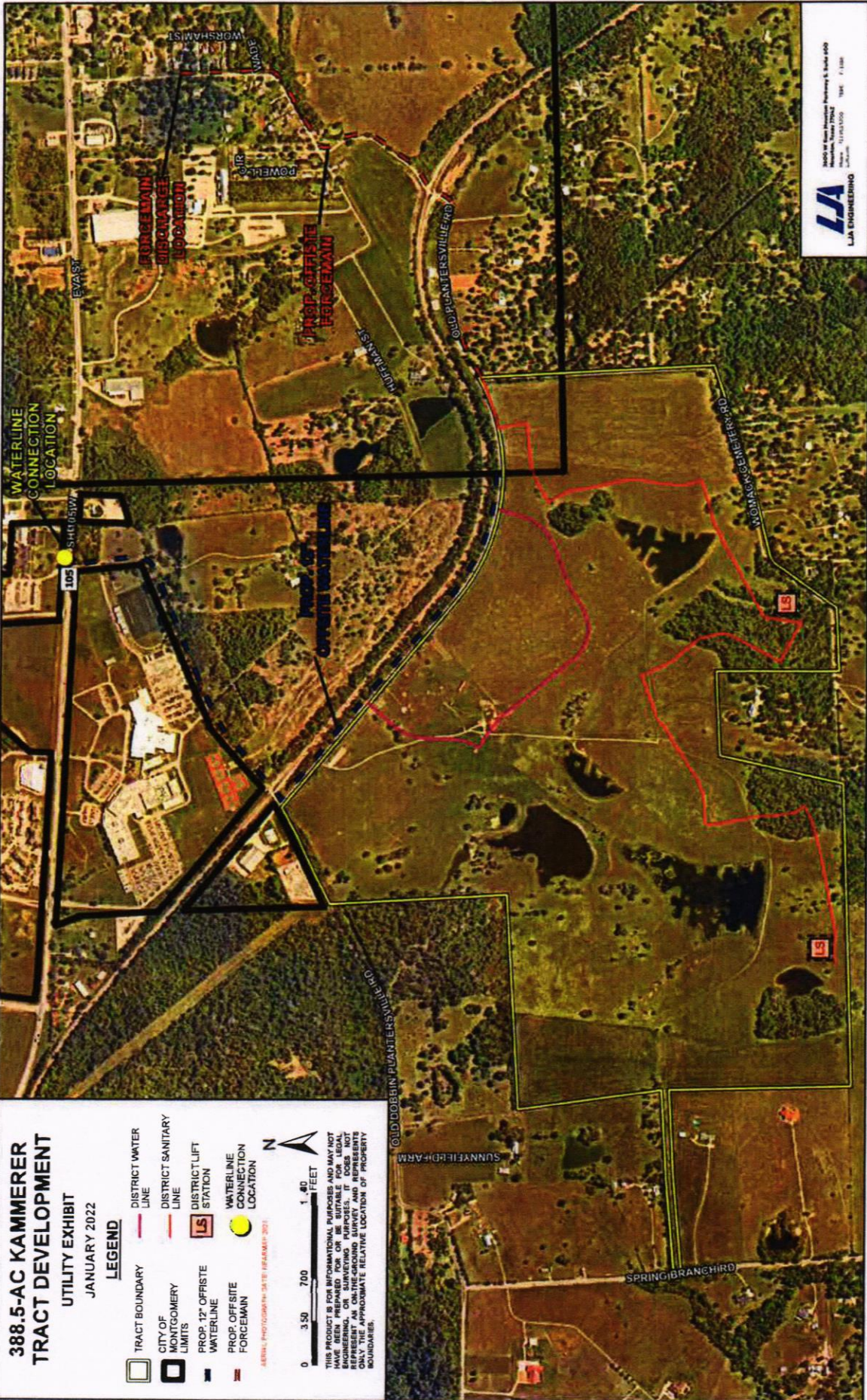
ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

EXHIBIT "C"
UTILITY EXHIBIT

[See attached.]



388.5-AC KAMMERER TRACT DEVELOPMENT UTILITY EXHIBIT
 JANUARY 2022

LEGEND

- TRACT BOUNDARY
- CITY OF MONTGOMERY LIMITS
- PROP. 12" OFFSITE WATERLINE
- DISTRICT WATER LINE
- DISTRICT SANITARY LINE
- DISTRICT LIFT STATION
- PROP. OFFSITE FORCEMAIN CONNECTION LOCATION
- WATERLINE CONNECTION LOCATION

AERIAL PHOTOGRAPH DATE: 08/24/2017

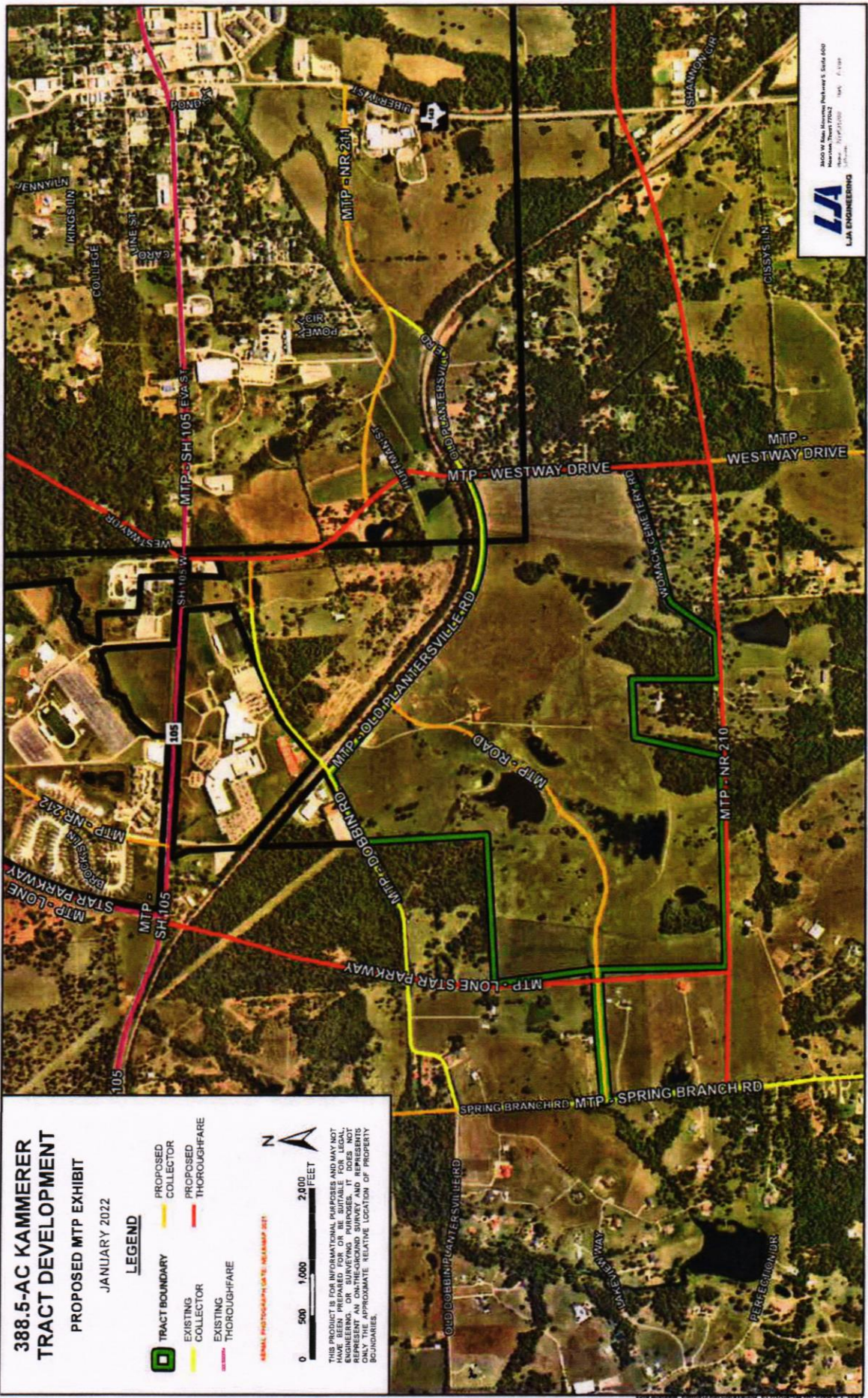
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LJA ENGINEERING
 11115 S. 103RD ST. SUITE 100
 OVERLAND PARK, MISSOURI 66213
 PHONE: 913.241.5000 FAX: 913.241.5001
 WWW.LJA-ENGINEERING.COM

EXHIBIT "D"
PROPOSED MAJOR THOROUGHFARE PLAN

[See attached.]



388.5-AC KAMMERER TRACT DEVELOPMENT
PROPOSED MTP EXHIBIT
 JANUARY 2022

LEGEND

- TRACT BOUNDARY
- EXISTING COLLECTOR
- EXISTING THOROUGHFARE
- PROPOSED COLLECTOR
- PROPOSED THOROUGHFARE

GENERAL PROTECTIVE GATE: 148-61466P-0221

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LJA ENGINEERING
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 1/1/2022
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 148-61466P-0221
 1/1/2022
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 148-61466P-0221
 1/1/2022
 1:00 PM

EXHIBIT "E"
ANNEXATION TRACT

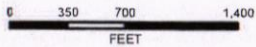
[See attached.]

CITY OF MONTGOMERY ANNEXATION (378.2115 AC)

DECEMBER 2021

-  ANNEXATION INSIDE ETJ
(279.30 ACRES)
-  ANNEXATION OUTSIDE ETJ
(98.9115 ACRES)

*THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95. DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



AERIAL PHOTOGRAPH DATE: SEANR08 0221

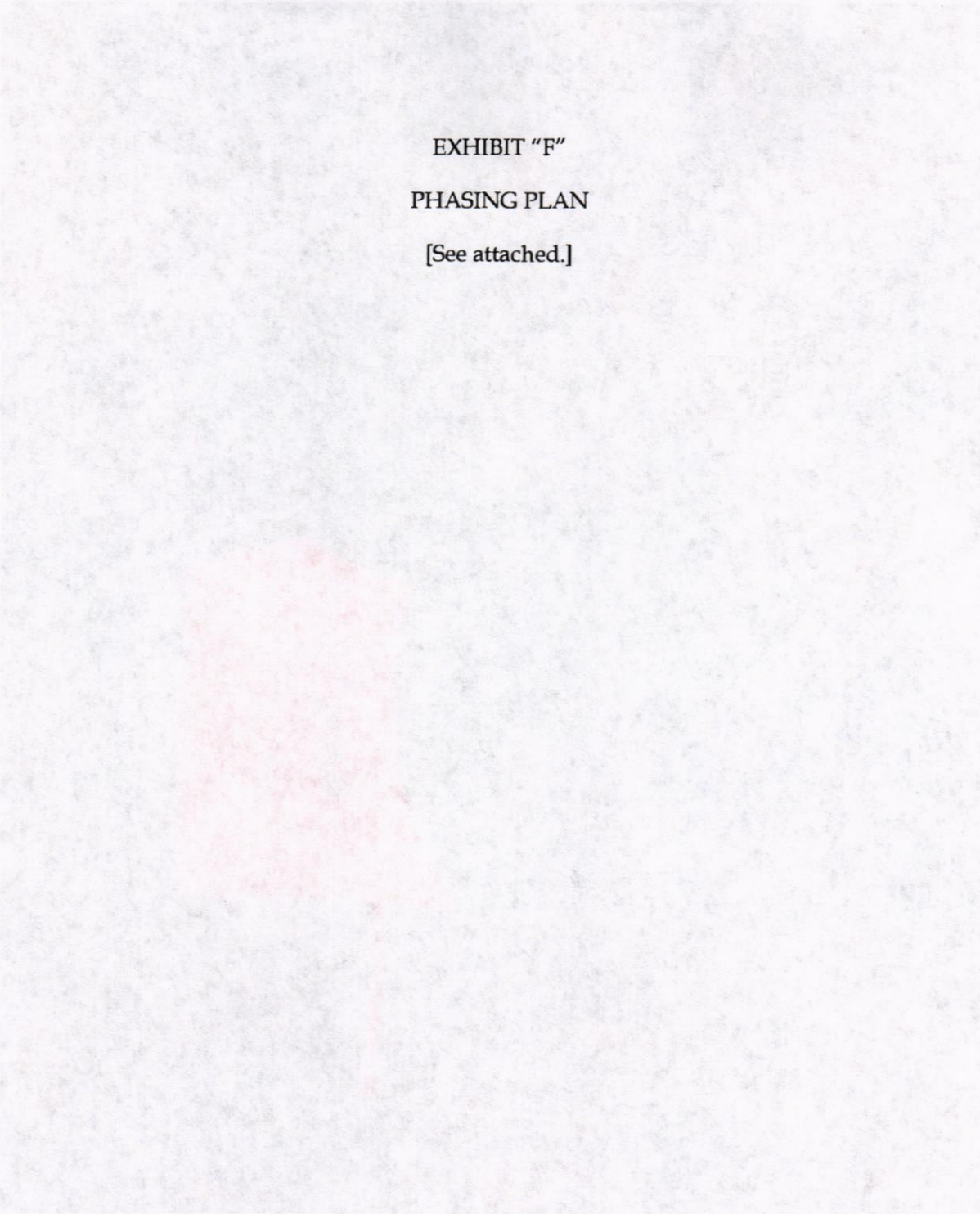
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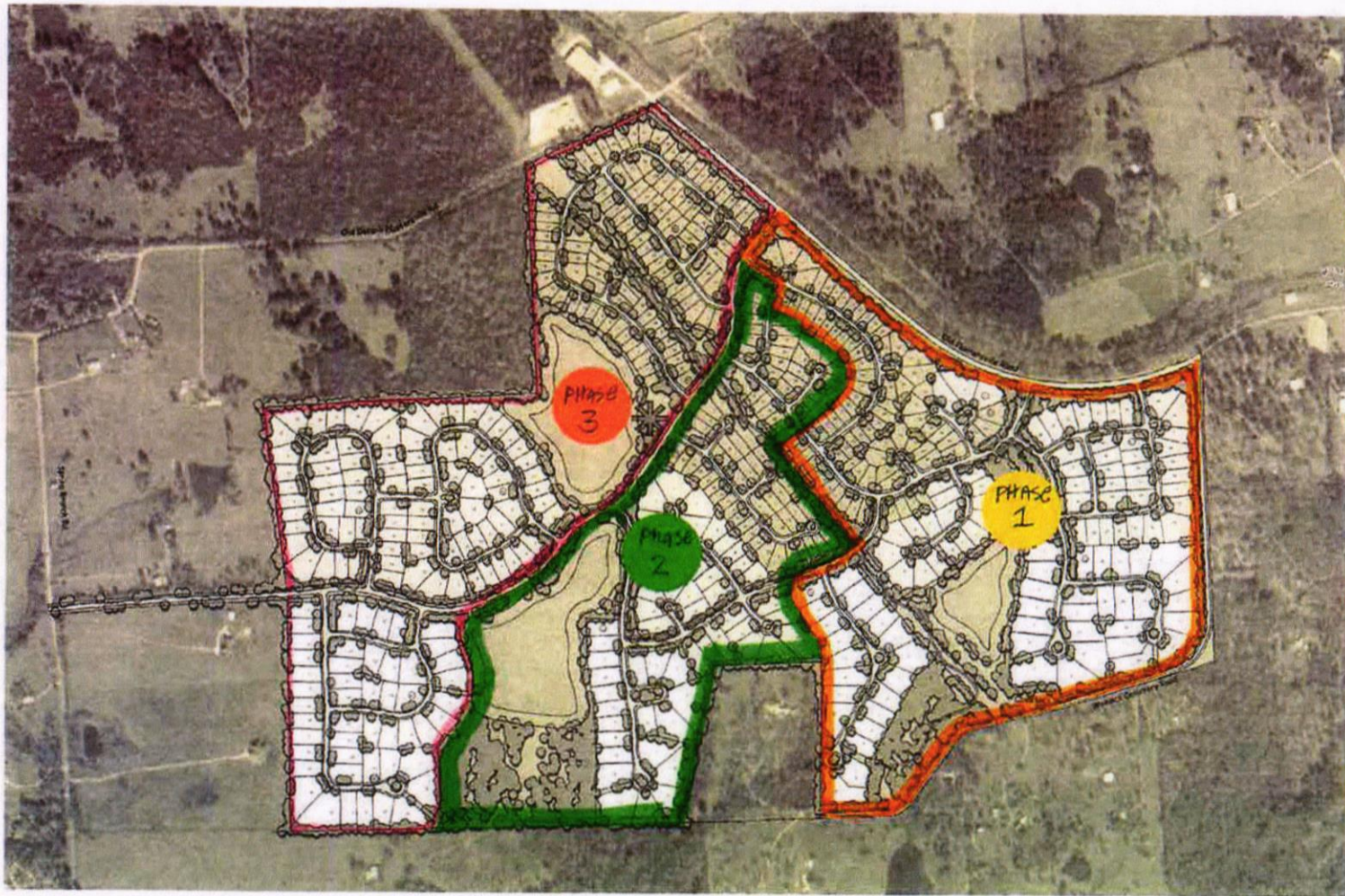
LJA
LJA ENGINEERING

3400 W Sam Houston Parkway S, Suite 500
Houston, Texas 77042
Phone: 281-453-3300 FAX: 281-453-3301
www.lja.com



EXHIBIT "F"
PHASING PLAN
[See attached.]










PHASE 1
Connections/186

PHASE 2
Connections/125

PHASE 3
Connections/244

TOTAL 555
connections

Conceptual Development Plan
REDBIRD MEADOW
 Montgomery County, Texas
 REDBIRD DEVELOPMENT, LLC

	60' X 140' - 263 DU 85.5 Ac		LAKES \ DETENTION 36.3 Ac
	85' X 170' - 174 DU 98.5 Ac		PIPE LINES, MAJOR ROAD ROW, DETENTION, WETLANDS, PARKS, OPEN SPACE, DRAINAGE 80 Ac
	110' X 200' - 118 DU 88.2 Ac		

RESIDENTIAL TOTAL 271.7 Ac - 555 DU GRAND TOTAL 388.5

Scale:
 1" = 200'
 1" = 400'
 1" = 800'

