

---

## MEETING NOTICE

The Planning & Zoning Commission of the City of Woodcreek, Texas will conduct a meeting at Camp Young Judaea, 121 Camp Young Judaea Drive, in order to advance the public health goal of "social distancing" to slow the spread of COVID-19. The meeting will be held on December 2, 2020 at 10:00AM.

The meeting will have the following guidelines:

- Face coverings will be required to be worn by all attendees.
- All attendees shall submit to a non-contact temperature check.
- All attendees shall comply with a minimum of six feet of social distancing.

The public may watch this meeting live at the following link: <https://meetings.ipvideotalk.com/155327865>. The public may listen to the meeting by dialing one of the following numbers: 1(617) 315 - 8088 or toll free at 1(866) 948 - 0772. When prompted, enter Meeting ID: 155327865. Written questions or comments must be received by email at [woodcreek@woodcreektx.gov](mailto:woodcreek@woodcreektx.gov) by noon on the day prior to the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon written request.

This notice, as amended, is posted pursuant to the Texas Open Meetings Act (Vernon's Texas Codes Ann. Gov. Code Chapter 551).

---

## AGENDA

### CALL TO ORDER

### PLEDGE

### ROLL CALL

### PUBLIC COMMENTS

Interested persons are required to sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak and whether they wish to speak on the item at the beginning of the meeting or during the meeting when the agenda item is being considered by the Commission. Speakers shall refrain from comments regarding the City's staff, elected officials, or council appointed committee membership which are prohibited by law. Delegations of more than five persons shall appoint one person to present their views before the Commission. The Commission may not discuss or comment about an item not included on the agenda, except that the Commission may (1) make a statement of fact regarding the item; (2) make a statement concerning the policy regarding the item; or (3) propose that the item be placed on a future agenda. Comments will be limited to three (3) minutes per speaker.

### APPROVAL OF MINUTES

1. Approval of the Minutes of Special Planning & Zoning Commission Meeting of June 10, 2020

### DISCUSSION ITEMS

2. Public Hearing to Consider Rezoning Lots 6, 7, 8, & 11, Woodcreek, Section 4-D, Map or Plat Recorded in Vol. 1, Page 160, P.R.H.C.T from the Zoning Designation of Four-Plex (4PLX) to

the Zoning Designation of Planned Development District (PDD). These Properties are Further Described as: **Property ID: 49024 Legal Description: WOODCREEK SEC 4-D LOT 6; Property ID: 49025 Legal Description: WOODCREEK SEC 4-D LOT 7; Property ID: 49026 Legal Description: WOODCREEK SEC 4-D, LOT 8; Property ID: 49027 Legal Description: WOODCREEK SEC 4-D, LOT 11**

3. Consider Recommendation to the Woodcreek City Council on an Ordinance Changing the Zoning Classification of Lots 6, 7, 8, & 11, Woodcreek, Section 4-D, Map or Plat Recorded in Vol. 1, Page 160, P.R.H.C.T from the Zoning Designation of Four-Plex (4PLX) to the Zoning Designation of Planned Development District (PDD). These Properties are Further Described as: **Property ID: 49024 Legal Description: WOODCREEK SEC 4-D LOT 6; Property ID: 49025 Legal Description: WOODCREEK SEC 4-D LOT 7; Property ID: 49026 Legal Description: WOODCREEK SEC 4-D, LOT 8; Property ID: 49027 Legal Description: WOODCREEK SEC 4-D, LOT 11; Establishing Land Uses and Development Standards for the Construction and Operation of a 16 Unit Multi-Family Use Project; and Providing For Rules, Standards, Procedures, and Severability**
4. Report and Possible Discussion on the City of Woodcreek Comprehensive Plan Process

## ADJOURN

*Executive sessions held during this meeting will generally take place in the City Manager's office, at the discretion of the Planning & Zoning Commission.*

*The Planning & Zoning Commission may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.*

*This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.*

### Attendance By Other Elected or Appointed Officials:

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

*The City of Woodcreek is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary's Office at 512-847-9390 for information. Hearing-impaired or speech-disabled persons equipped with telecommunications devices for the deaf may call 7-1-1 or may utilize the statewide Relay Texas program at 1-800-735-2988.*

*Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly*

I certify that the above notice was posted on the **24th day of November, 2020 at 1 PM.**

By:   
Brenton B. Lewis, City Manager

**SPECIAL PLANNING AND ZONING COMMISSION**  
**June 10, 2020; 11:00 AM – Camp Young Judaea**  
**City of Woodcreek, Texas**

---

**MINUTES**

**CALL TO ORDER**

Chairperson Kotarba called the meeting to order at 11:02 AM.

**ROLL CALL**

**Present:** Chairperson Joe Kotarba, Vice Chairperson Larry Alford, Commissioner Jack Boze, Commissioner Kathy Maldonado, Alternate Commissioner Bob Hambrick

**Absent:** Commissioner Jeff Rasco

Alternate Commissioner Bob Hambrick was appointed to sit as a Commissioner for the meeting.

**Staff Present:** City Manager Brenton Lewis, City Secretary Linda Land, Administrative Assistant Maureen Mele

**APPROVAL OF MINUTES**

1. Approval of minutes from P & Z meeting from Feb. 5th, 2020 and Mar. 3rd, 2020. Commissioner Maldonado motioned to approve the draft minutes as presented. The motion was seconded by Commissioner Boze and passed with a vote of 5-0-0.

**PUBLIC COMMENTS**

Ray Don Tilley – Item 2 – Expressed concern about impervious cover for Deerfield Cottages

**DISCUSSION ITEMS**

2. Presentation by Mr. Banks Chisum for "Deerfield Cottages" which is a proposed development of four individual 4-plexes on a total of four lots on Deerfield Dr.
3. Discussion of "Deerfield Cottages" presentation and proposal.

**ADJOURN**

There being no further business, the meeting was adjourned at 11:42 AM.

---

Joe Kotarba, Chairperson

---

Linda Land, City Secretary



**City of Woodcreek Application for Rezoning or Special Use Permit**

No application will be considered complete without all required information and fee payment.

Application Information

Date of Application Submission: September 14th, 2020

Property Owner or Representative's Name:  
Banks Chisum

Mailing Address: PO BOX 1371 Wimberley, Texas 78676

Telephone Number(s): (512) 395-7770 : (512) 395-7771

Email Address(es): banks@jbchisum.com

Description and Location of Property Requested to be Rezoned or Permitted for Special Use

Property Owner's Name: OLSON, ERNEST P & CARRIE J

Property Owner's Mailing Address: 220 LIVE OAK HILLS CT  
SAN MARCOS, TX 78666-1713

Section Location and Lot Number: 4-D 6,7,8,11

Property Address: 16, 17, 18, 22 Deerfield Drive Woodcreek, TX.

Current Zoning Designation: Four-Plex

Zoning Classification Requested: PDD

Conditions making the proposed zoning change reasonably necessary (be specific): Zoning change requested to remove garages, in order to provide adequate parking for each building.

Zoning change requested for additional 7% of impervious cover to allow for adequate offstreet parking in front of each building.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Other factors making the proposed zoning classification change reasonably necessary: Current zoning would not allow for a spacious one story building. Approving these changes will allow for construction of one story units easily accessible.

\_\_\_\_\_

\_\_\_\_\_

As per § 156.158 (PROCEDURE FOR AMENDMENT PETITION) Woodcreek Code of Ordinances, the following further information is required for all petitions to change zoning or rezone property:

1. The name, address, phone number, and interest of every person having a legal or an equitable interest in the land covered by the petition. (Attach additional pages if necessary.)
2. A fully scaled map showing:
  - a. The land affected by the proposed amendment.
  - b. A legal description of the land.
  - c. The present zoning classification of the land;
  - d. The zoning classification of all abutting land; and
  - e. All public and private rights-of-way and easements bounding and intersecting the land.
3. *If applicable*, the alleged error in this Ordinance, which would be corrected by the proposed amendment, together with a detailed explanation of such error and how the proposed amendment will correct same.

**Fees**

The applicant seeking rezoning approval shall pay to the City at the time of submittal a fee as noted in the Master Rate and Fee Schedule. Payment of this fee may be either delivered in person or mailed to the City of Woodcreek, 41 Champions Circle, Woodcreek, Texas 78676.

**STATEMENT REGARDING RESTRICTIVE COVENANTS/DEED RESTRICTION:**

BC  
INITIAL I have searched all applicable records and, to my best knowledge and belief, there are no restrictions or covenants that apply to the property as described which would be in conflict with this rezoning request.

Applicant Signature: Banks Chisum

Printed Name: Banks Chisum

Date: September 14th, 2020

Rec'd.  
9-21-2020

Other factors making the proposed zoning classification change reasonably necessary: Current zoning would not allow for a spacious one story building. Approving these changes will allow for construction of one story units easily accessible.

As per § 156.158 (PROCEDURE FOR AMENDMENT PETITION) Woodcreek Code of Ordinances, the following further information is required for all petitions to change zoning or rezone property:

1. The name, address, phone number, and interest of every person having a legal or an equitable interest in the land covered by the petition. (Attach additional pages if necessary)
2. A fully scaled map showing:
  - a. The land affected by the proposed amendment.
  - b. A legal description of the land.
  - c. The present zoning classification of the land;
  - d. The zoning classification of all abutting land; and
  - e. All public and private rights-of-way and easements bounding and intersecting the land.
3. If applicable, the alleged error in this Ordinance, which would be corrected by the proposed amendment, together with a detailed explanation of such error and how the proposed amendment will correct same.

AFFECT →

**Fees**  
The applicant seeking rezoning approval shall pay to the City at the time of submittal a fee as noted in the Master Rate and Fee Schedule. Payment of this fee may be either delivered in person or mailed to the City of Woodcreek, 41 Champions Circle, Woodcreek, Texas 78676.

**STATEMENT REGARDING RESTRICTIVE COVENANTS/DEED RESTRICTION:**

Need initials

INITIAL: [Signature] I have searched all applicable records and, to my best knowledge and belief, there are no restrictions or covenants that apply to the property as described which would be in conflict with this rezoning request.

Need property owners approval.

Applicant Signature: [Signature]

Printed Name: BANKS Chris

EWEST 06502

Date: SEP 14<sup>th</sup> 2020

9/21/20



**For City Use Only:**

Application, required information, and fee received:  
 Date: 9/24/2020 Check # 4174 Initials: SSJ  
 Referred to Planning and Zoning Commission Date: 6/15/2020 Initials: SSJ  
 Publication of Public Hearing by Planning and Zoning Commission  
 Date: 11/19/2020 Initials: SSJ  
 Public Hearing on Rezoning Request by Planning and Zoning Commission  
 Date: 12/2/2020 10AM Initials: SSJ  
 Action by Planning and Zoning Commission: \_\_\_\_\_  
 Date: \_\_\_\_\_ Initials: \_\_\_\_\_

---

Publication of Public Hearing by Woodcreek City Council  
 Date: 11/19/2020 Initials: SSJ  
 Public Hearing on Rezoning Request by Woodcreek City Council  
 Date: 12/2/2020 2PM Initials: SSJ  
 Action by Woodcreek City Council: \_\_\_\_\_  
 Date: \_\_\_\_\_ Initials: \_\_\_\_\_

---

Notes:  
Request for rezoning included in  
fee w/PDD.  
Project presented to P&Z on June 10, 2020 - 11 AM  
Project presented to City Council on June 10, 2020 - 5:45PM

**IMPERVIOUS COVERAGE CALCULATIONS**

**LOTS 6 & 7**  
 LOT: 0.316 ACRES / 13,730.23 S.F.  
 GROSS BUILDING: 3,996.89 S.F. / 29.11%

BUILDING + PATIOS:  
 3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 31.95%

BUILDING + PATIOS + CURB + IMPERVIOUS PARKING  
 (PERVIOUS PARALLEL PARKING AND WALKS):  
 3,996.89 S.F. + 389.56 S.F. + 144 S.F. + 1,104.02 S.F. = 5,634.47 S.F. / 41.04%

**LOT 8**  
 LOT: 0.36 ACRES / 15,674.91 S.F.  
 GROSS BUILDING: 3,996.89 S.F. / 25.50%

BUILDING + PATIOS:  
 3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 27.98%

BUILDING + PATIOS + CURB + IMPERVIOUS PARKING  
 (PERVIOUS PARALLEL PARKING AND WALKS):  
 3,996.89 S.F. + 389.56 S.F. + 144 S.F. + 1,104.02 S.F. = 5,647.47 S.F. / 36.03%

**LOT 11**  
 LOT: 0.348 ACRES / 15,172.30 S.F.  
 GROSS BUILDING: 3,996.89 S.F. / 26.34%

BUILDING + PATIOS:  
 3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 28.91%

BUILDING + PATIOS (CURB IN ROW, IMPERVIOUS PARKING IN ROW,  
 PERVIOUS PARALLEL PARKING AND WALKS):  
 3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 28.91%

**PARKING TABLE (PER LOT)**

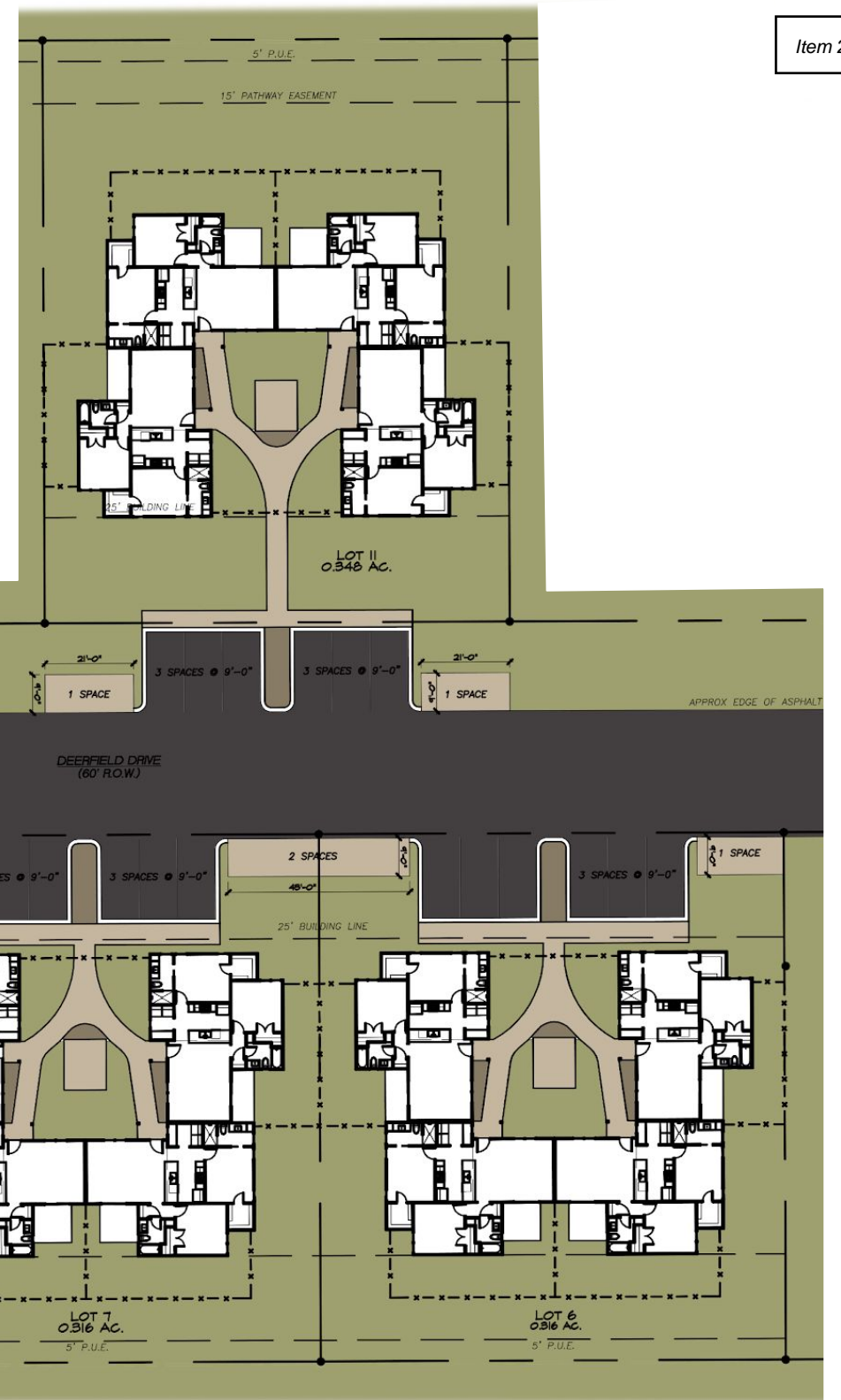
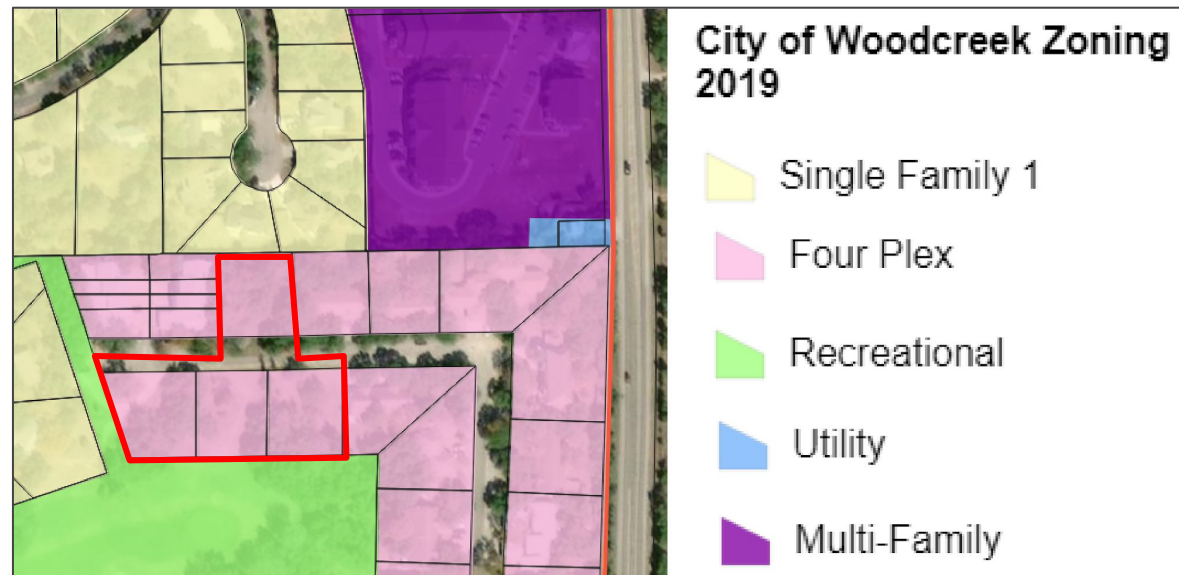
SIX (6) IMPERVIOUS SPACES  
 TWO (2) PERVIOUS SPACES (CRUSHED GRANITE)

**CURRENT ZONING**

ALL LOTS CURRENTLY ZONED: FOUR PLEX

**LEGAL DESCRIPTION**

LOT 6, 7, 8 & 11, WOODCREEK, SECTION 4-D, MAP OR PLAT RECORDED IN VOL. 1,  
 PAGE 160, P.R.H.C.T.



N  
 SITE PLAN  
 1" = 40'-0"

**DEERFIELD COTTAGES**

SCHEMATIC DESIGN  
 AUGUST 2020

REVISED SEPTEMBER 2020

**SITE PLAN**

Update RCVD 9-24-2020



Update RCVD 9-24-2020

## Deerfield Cottages

### PLANNED DEVELOPMENT DISTRICT

Approved \_\_\_\_\_, 2020

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF FOUR LOTS (6, 7, 8, & 11) APPROXIMATELY 1.338 ACRES OF LAND LOCATED AT THE END OF DEERFIELD DRIVE, TO PLANNED DEVELOPMENT (“PD”); ESTABLISHING LAND USES AND DEVELOPMENT STANDARDS FOR THE CONSTRUCTION AND OPERATION OF A 16 UNIT MULTI - FAMILY USE PROJECT; AND PROVIDING FOR RULES, STANDARDS, PROCEDURES, AND SEVERABILITY.

WHEREAS, JB Chisum Company, Inc., (“Developer”) is under contract to purchase a total of four lots for a total of 1.338 acres of land, more or less, located in Hays County, Texas, and more particularly described as Woodcreek Sec 4-D Lot 6, Lot 7, Lot 8 and Lot 11. The Property is located wholly within the City’s corporate limits; and

WHEREAS, Developer is under contract to purchase, and plans to develop four four-plex buildings for a total of 16 units (the “Project”), which will benefit and serve the present and future citizens of the City; and

WHEREAS, A Planned Development (“PD”) district accommodates large or complex developments under unified control planned as a single continuous project providing greater design flexibility in return for desirable features not normally required in conventional zoning districts to create a superior development to that which would occur using conventional zoning regulations; and

WHEREAS, The City of Woodcreek seeks to protect the health, safety, and welfare of those living in, working in, and visiting the City; and

WHEREAS, The City of Woodcreek has been in negotiations with Owner and agents of the proposed PD Project as detailed in the Deerfield Cottages PD Agreement and attached hereto as Attachment “1”; and

WHEREAS, Developer has submitted an application to the City to rezone the Property to Planned Development District, designating it as the “Deerfield Cottages” district; and

WHEREAS, The City held discussions and invited public comment on the proposed PD district zoning in a public hearing held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_ o’clock \_\_.M.; and

WHEREAS, Pursuant to Chapter 51 of the Texas Local Government Code, the City has general authority to adopt this Ordinance; and

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

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

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

**ARTICLE I. FINDINGS OF FACT**

The foregoing Recitals are hereby adopted as findings of facts and are incorporated fully herein.

**ARTICLE II. SHORT TITLE**

This Ordinance shall be commonly cited as the “Deerfield Cottages PD”.

**ARTICLE III. ENACTMENT**

- A. Zoning Map.** The official zoning map of the City of Woodcreek is hereby amended to reflect the zoning designations established in the PD Master Plan attached as Exhibit “A” to Attachment “1”.
- B. Development Plan.** This Ordinance, together with Attachment “1” and the exhibits thereto constitutes the land use standards and development plan for the Deerfield Cottages PD District upon the Property, as reflected in Attachment “1”, covered by this Ordinance. All land use and development of the Deerfield PD on the Property must conform to the limitations and conditions set forth in this Ordinance, Attachment “1” and the exhibits thereto. Enactment of this Ordinance shall constitute the City’s approval of the land use standards and development plan.
- C. Planned Development (PD) Master Plan.** The PD Master Plan detailed in Exhibit “A” of Attachment “1” to this Ordinance, is hereby approved.
- D. Applicable Regulations.** Except as specifically provided by this Ordinance, the Deerfield Cottages PD Project is subject to all provisions of the City’s Ordinances in effect on the effective date of this Ordinance. To the extent any provisions of this Ordinance conflicts with any provisions of City Ordinances or any related regulations, the provisions of this Ordinance shall control.
- E. Variances.** The approval of this Ordinance, Attachment “1” and Exhibit “A” constitutes the approval of the development standards and shall be deemed to be the functional equivalent of the approval of variances, exceptions, and alternative standards from conflicting provisions of City Ordinances. When considering a request for variances, exceptions, or alternative standards for the Deerfield Cottages PD Project that were not addressed by the development standards contained herein, the City shall consider this Ordinance, the PD Master Plan, and the City’s, then existing, Ordinances collectively.
- F. Resolution of Conflicts.** The documents governing the PD should be read in harmony to the fullest extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.
- G. Attachments and Exhibits.** The following Attachment and Exhibit thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment “1” – Deerfield Cottages PD

Exhibit “A” Master Plan, Property Description, Impervious Cover, Schematic Design.



**ARTICLE III. REPEALER**

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

**ARTICLE IV. SEVERABILITY**

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

**ARTICLE V. PROPERTY RECORDS**

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

**ARTICLE VI. PUBLICATION**

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

**ARTICLE VII. PROPER NOTICE & MEETING**

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

**ARTICLE VIII. EFFECTIVE DATE**

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

*[Signature Page Follows]*

**PASSED AND APPROVED** this, the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**CITY OF WOODCREEK, TEXAS:**

Ms. Gloria Whitehead, Mayor

Attest:

Mr. Brenton P. Lewis, City Manager

---

---

**Attachment “1”**

**Deerfield Cottages**

**PLANNED DEVELOPMENT AGREEMENT**

## SECTION 1. ENACTMENT PROVISIONS

### 1.1 Popular Name.

This Agreement shall be commonly cited as the “Deerfield Cottages PD” agreement.

### 1.2 Purpose.

The enactment of the corresponding Ordinance memorializes the City Council’s approval of the “Deerfield Cottages Planned Development” and memorializes the City’s legislative creation of the zoning classification, “Deerfield Cottages Planned Development” District.

### 1.3. Scope.

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

## SECTION 2. DEFINITIONS

### 2.1 General.

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

### 2.2 Specific.

1. **All-weather surface:** means an area, which is usable or operative in all kinds of weather over which emergency and the area's typical passenger vehicles can pass at all times and which is constructed of a material, such as brick, pavers, asphalt or concrete over compacted sub-base and base as appropriate based on the geotechnical recommendation.
2. **Applicable Requirements:** shall mean the applicable federal and state laws, city ordinances, rules and regulations, and the Deerfield Cottages PD Development Standards, contained herein.
3. **Applicant:** shall mean any owner, developer, person or entity engaging in subdivision or development of any of the Property or applying for any permit, approval, variance or waiver for any of the Property.
4. **Certified Inspector:** shall mean an independent certified state licensed inspector to inspect the Vertical Building Improvements as to their conformity with applicable city ordinances and building codes and related building plans.
5. **City:** shall mean the City of Woodcreek, Texas, a Texas Type A, general law municipality.
6. **City Manager:** shall mean the person or entity engaged by City to serve in the capacity of City's chief management officer.

7. **City Code of Ordinances:** shall mean the collective duly adopted ordinances of the City, together with all related administrative rules and technical criteria manuals.
8. **City Council:** shall mean the governing body of the City of Woodcreek, Texas.
9. **City Engineer:** shall mean the person or entity engaged by the City to serve in the capacity of engineer for the City of Woodcreek, Texas.
10. **County:** shall mean Hays County.
11. **Development Standards:** shall mean the land use standards for the Property as described in this Agreement. All land use and development of the Property in the Deerfield Cottages PD District must conform to the limitations and conditions set forth in this Agreement.
12. **Development Plan:** shall mean this Ordinance, this Attachment “1” and the exhibits attached hereto, together, constitutes the development plan for the Deerfield Cottages PD on the Properties.
13. **Driveway system:** means a private all-weather surface facility providing access for vehicles and pedestrians to parking spaces.
14. **Effective Date:** and similar references shall mean the date this Ordinance is approved and adopted.
15. **Master Plan:** The Master Plan attached hereto as Exhibit “A” shows the boundary of the Property, along with the other exhibits attached hereto, also provides for parking, building setbacks, and other pertinent development features.
16. **Developer:** shall mean (i) the Developer named above, or (ii) any subsequent Owner or Developer of any part of the Property that is a successor or assignee of any rights from Owner in the Property, in whole or in part.
17. **Project:** shall mean the Deerfield Cottages Planned Development on the Property as generally delineated in the PD Master Plan attached hereto as Exhibit “A” and incorporated herein for all purposes.
18. **Property:** shall have the meaning set forth in the recitals to this Ordinance, and consists of the lots 6,7,8, & 11 located in Woodcreek, Texas, and more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.
19. **Site:** shall mean any individual parcel of land within the Project designated for a specific permitted use.
20. **Vertical Building Improvements:** shall mean the construction and reconstruction of a building, structure or any above ground improvement or development, not including roads, drainage facilities or utility facilities, and not including manufactured homes, modular housing or industrialized buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

### SECTION 3. LAND USE AND ZONING

#### 3.1 Zoning.

The zoning classification of the property is hereby changed to Deerfield Cottages Planned Development.

#### 3.2 Permitted Uses.

The project may be developed to contain 16 dwellings units located within the four properties.

#### 3.3 Prohibited Uses.

The project shall not contain any uses not otherwise allowed herein.

#### 3.4 Maximum Densities.

**a. Four-Plex.** The Project shall not exceed the maximum gross density of 4 dwelling units per lot, for a total of 16 dwelling units on the property.

#### 3.5 Permitting and Approval Criteria.

All applications for permits required by the City for the use and development of the Property shall be consistent with this Agreement. All aspects of such approvals which are not specifically covered by this Agreement shall be governed by the City Code of Ordinances.

#### 3.6 Unified Development.

The Property shall be treated as a unified development for the purposes of requirements relating to drainage, structural and non-structural water quality and detention control, impervious cover, utility service, traffic impact analysis, landscaping, open space, green space, and tree replacement and mitigation.

#### 3.7 Phased Development.

The Project may be developed in phases over time and the phasing of development may be changed from time to time, including phases being developed concurrently, in response to market conditions or other factors.

### SECTION 4. DEVELOPMENT STANDARDS

#### 4.1 Impervious Cover.

The Project shall not exceed an aggregate of thirty seven percent (37%) in impervious cover.

#### 4.2 Four-Plex Site Requirements.

*4PLX, Four-Plex.* Four single-family dwelling units limited to no more than one building per lot occupied by no more than four families. Zoning can include single-family dwelling, two-family dwelling or four-family four-plex:

- (a) Minimum square feet living area per individual unit: 800;
- (b) Minimum setbacks:
  - 1. Front and back: 25 feet;
  - 2. Interior lot lines: seven and one-half feet; and
  - 3. Side street: 15 feet.

#### 4.3 Utility Service.

Except where approved in writing by the City Manager, all utilities shall adhere to the following:

(A) No public utility shall install a utility facility or provide electric, telephone, cable, fiber optics, sewer or water services to any building, accessory buildings or structure until a building permit has been issued by the city for such building.

(B) No building permit shall be issued for any building, accessory building or structure requiring water or sewer service unless the water or sewer utility system or septic tank proposed to be utilized to provide water or sewer utility service to the building, accessory building or structure meets:

- (1) The minimum standards of the Texas Commission on Environmental Quality (TCEQ); and
- (2) The requirements of any applicable permits issued by the Texas Commission on Environmental Quality (TCEQ) and the county.

#### 4.4 Fencing Plan.

The project shall comply with all City of Woodcreek ordinances and regulations related to fencing.

#### 4.5 Drainage.

The Project shall comply with all City of Woodcreek ordinances and regulations related to floodplain and drainage.

#### 4.6 Outdoor Lighting.

The project shall comply with all City of Woodcreek ordinances and regulations related to lighting.

#### 4.7 Landscaping Requirements.

All landscaping shall enhance the natural aesthetic beauty of the Woodcreek area through diverse use of both native and non-invasive adapted species of plants.

- a. **Maintenance.** All landscaping shall be maintained by the Owner and each successive Owner in accordance with the approved development plan for the property.
- b. **Planting Criteria.**
  - 1) Planting shall remain at least five feet (5') from edge of roadways and driveways.
  - 2) Planting should be at least five feet (5') from underground utilities.
  - 3) Planting should be at least five feet (5') from fire hydrants.
- c. **Shade Trees shall be defined as the following:**
  - 1) Bald Cypress
  - 2) Burr Oak



- 3) Cedar Elm
- 4) Chinquapin Oak
- 5) Chinese (Lacebark) Elm
- 6) Live Oak
- 7) Monterey Oak
- 8) Pecan
- 9) Shumard Oak
- 10) Texas Ash
- 11) Texas Red Oak

**d. Evergreen Ornamental Trees shall be defined as the following:**

- 1) Wax Myrtle
- 2) Yaupon Holly
- 3) Mountain Laurel
- 4) Little Gem Magnolia
- 5) Eastern Red Cedar
- 6) Cherry Laurel

**4.8 Parking Requirements**

Parking shall be in accordance with the requirements of the four-plex zoning district and the master site plan, providing 8 parking spaces per lot and 32 total for the project. Garages are not required.

**SECTION 5.  
PERMIT FEES**

**5.1. Permit and Inspection Fees.** All development, permit and inspection fees required for the Project shall be in accordance with the City’s Ordinances and applicable schedule of such fees.

**SECTION 6.  
AMENDMENTS**

Due to the fact that the Project may occur in phases over a number of years, Developer may make major or minor amendments to the PD Master Plan upon notification to, and approval from, the City. Major amendments shall be those that (A) increase the total Project’s impervious cover. Major amendments to the PD Master Plan shall require approval by City Council. Any amendment which is not classified as a major amendment shall be classified as a minor amendment. Minor amendments shall be administratively approved by the City Manager except that the City Manager may, at the City Manager’s sole discretion, seek approval from the City Council. If the City Manager and Developer dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination.

**EXHIBIT "A"**

**MASTER PLAN, PROPERTY LOCATION, IMPERVIOUS COVER,  
SCHEMATIC DESIGN**



DEERFIELD COTTAGES

SCHEMATIC DESIGN  
JUNE 2020

LOCATION MAP





**IMPERVIOUS COVERAGE CALCULATIONS**

**LOTS 6 & 7**

LOT: 0.316 ACRES / 13,730.23 S.F.  
GROSS BUILDING: 3,996.89 S.F. / 29.11%

BUILDING + PATIOS:  
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 31.95%

BUILDING + PATIOS + CURB + IMPERVIOUS PARKING  
(PERVIOUS PARALLEL PARKING AND WALKS):  
3,996.89 S.F. + 389.56 S.F. + 144 S.F. + 1,104.02 S.F. = 5,634.47 S.F. / 41.04%

**LOT 8**

LOT: 0.36 ACRES / 15,674.91 S.F.  
GROSS BUILDING: 3,996.89 S.F. / 25.50%

BUILDING + PATIOS:  
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 27.98%

BUILDING + PATIOS + CURB + IMPERVIOUS PARKING  
(PERVIOUS PARALLEL PARKING AND WALKS):  
3,996.89 S.F. + 389.56 S.F. + 144 S.F. + 1,104.02 S.F. = 5,647.47 S.F. / 36.03%

**LOT 11**

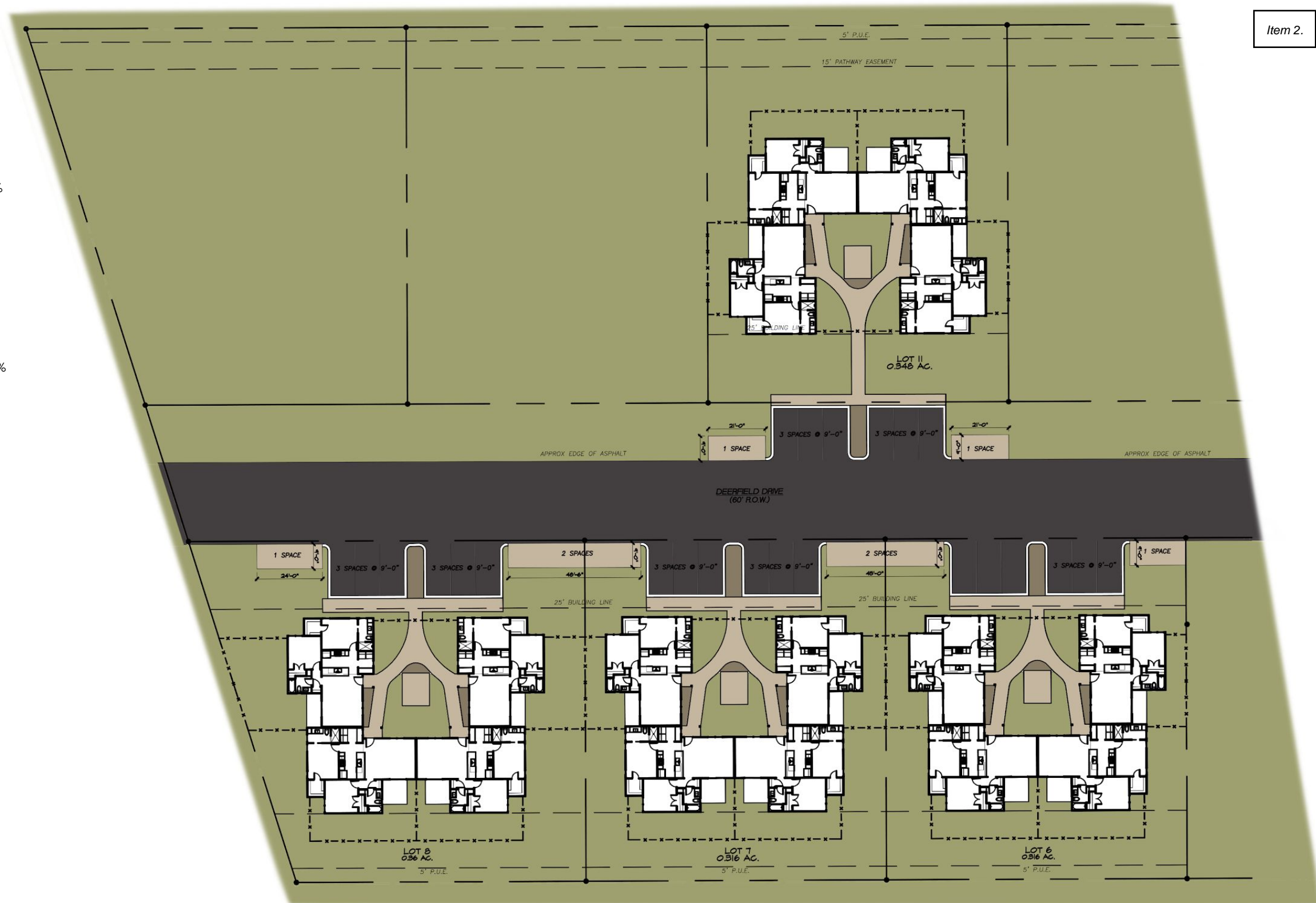
LOT: 0.348 ACRES / 15,172.30 S.F.  
GROSS BUILDING: 3,996.89 S.F. / 26.34%

BUILDING + PATIOS:  
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 28.91%

BUILDING + PATIOS (CURB IN ROW, IMPERVIOUS PARKING IN ROW,  
PERVIOUS PARALLEL PARKING AND WALKS):  
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 28.91%

**PARKING TABLE (PER LOT)**

SIX (6) IMPERVIOUS SPACES  
TWO (2) PERVIOUS SPACES (CRUSHED GRANITE)



Item 2.

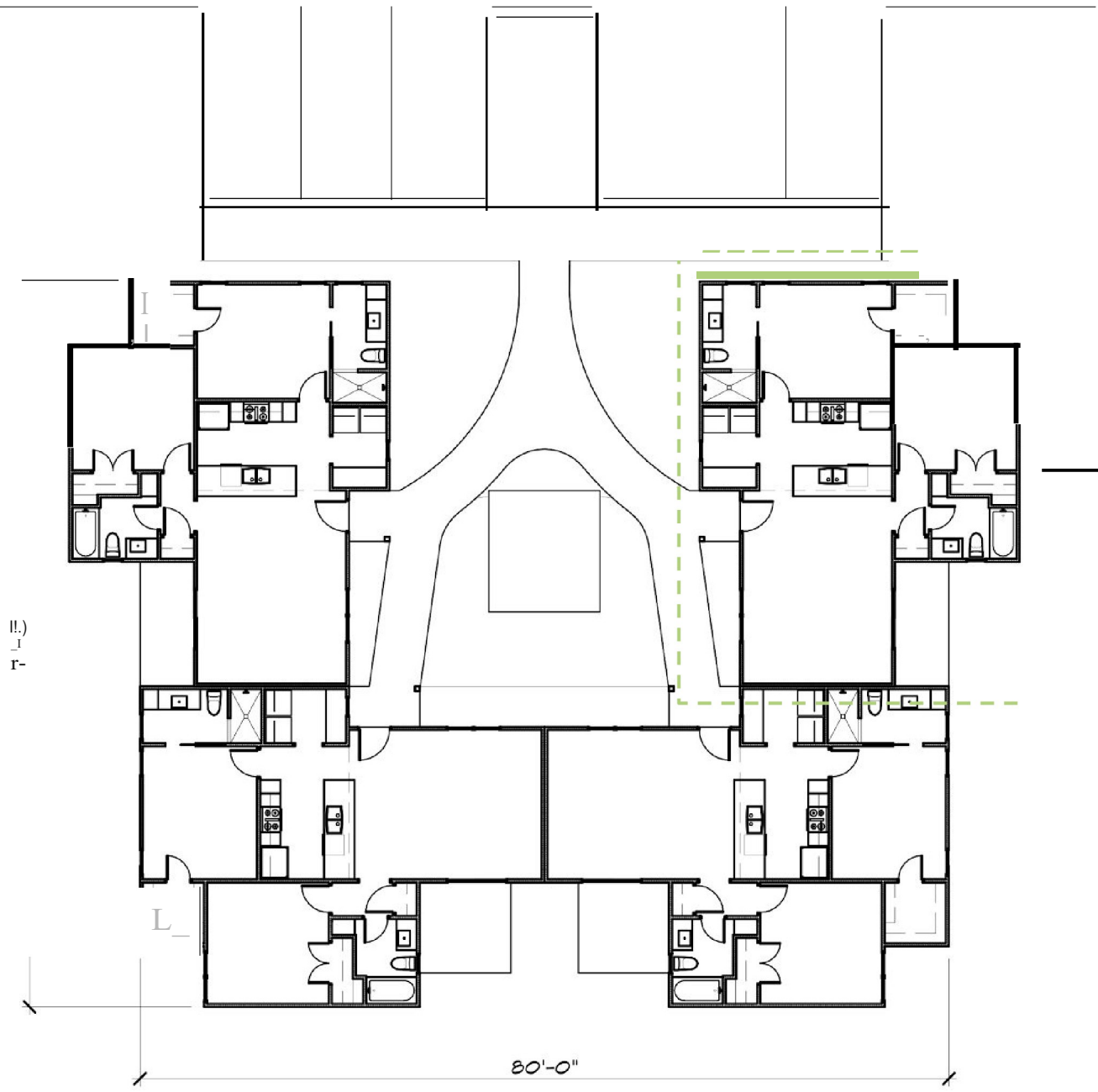
N  
SITE PLAN  
1" = 40'-0"

DEERFIELD COTTAGES

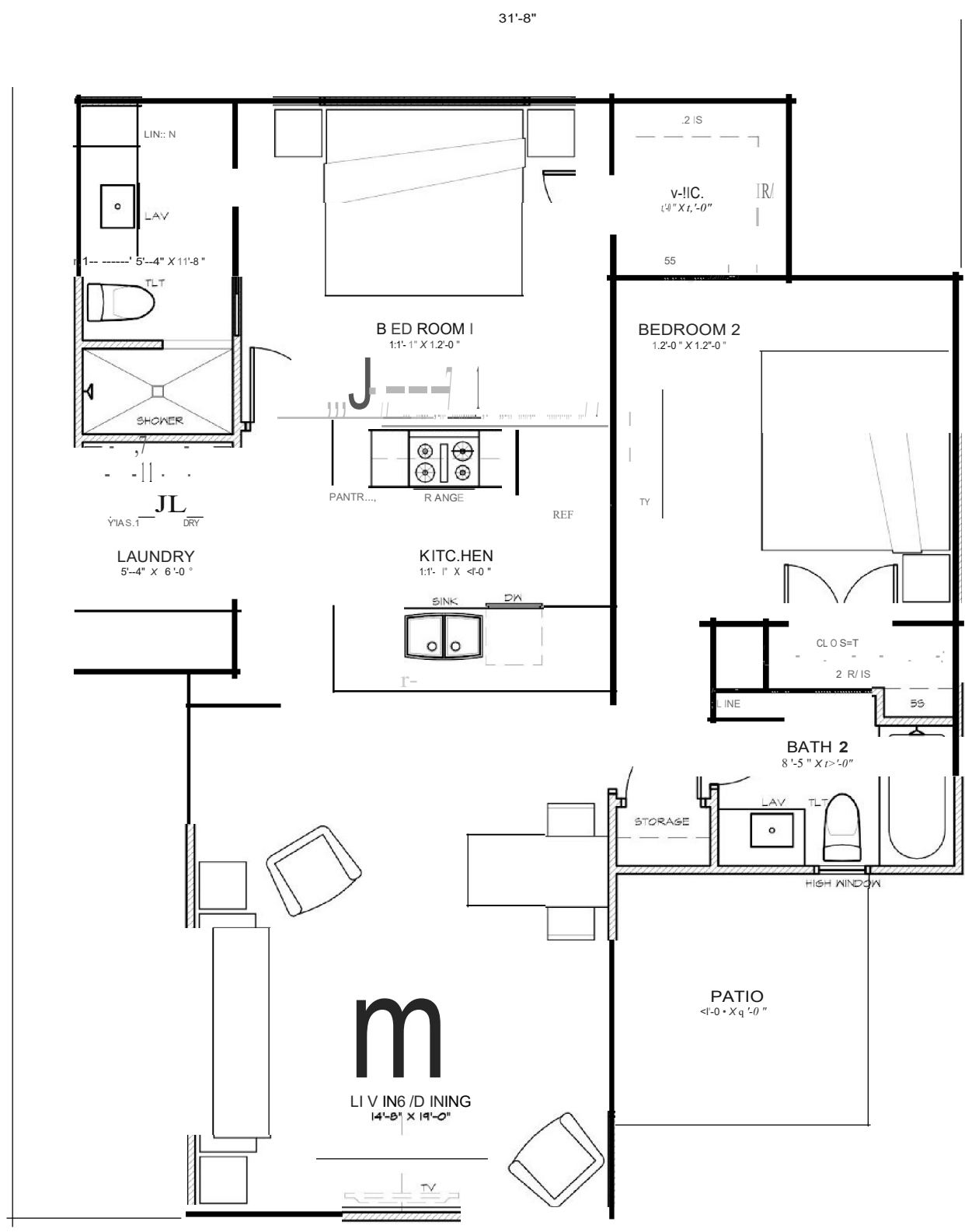
SCHEMATIC DESIGN  
AUGUST 2020

SITE PLAN





**BUILDING PLAN**  
 1/16" = 1'-0"



**UNIT PLAN - 999 SQUARE FEET**  
 3/16" = 1'-0"

DEERFIELD COTTAGES  
 SCHEMATIC DESIGN  
 JUNE 2020

FLOOR PLANS





FRONT



RIGHT SIDE



REAR



LEFT SIDE

DEERFIELD COTTAGES  
SCHEMATIC DESIGN  
JUNE 2020

ELEVATIONS







DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

OVERALL SITE FROM NORTHWEST







DEERFIELD COTTAGES  
SCHEMATIC DESIGN  
JUNE 2020

TYPICAL BUILDING







DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

COURTYARD - ENTRY







DEERFIELD COTTAGES  
SCHEMATIC DESIGN  
JUNE 2020

COURTYARD - SHADE STRUCTURE







DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

COURTYARD - SHARED AREA





## Public Notice

The City of Woodcreek Planning and Zoning Commission will hold a Public Hearing during a meeting scheduled for December 2<sup>nd</sup>, 2020 at 10:00 AM or and the City Council of the City of Woodcreek will hold a Public Hearing during a meeting scheduled for December 2<sup>nd</sup>, 2020 at 2:00 PM. Both public hearings will be held at Camp Young Judaea, 121 Camp Young Judaea Road, Woodcreek, Texas 78676 The Public Hearings are being held to receive public comments on the following rezoning request(s):

To rezone Lots 6, 7, 8, & 11, Woodcreek, Section 4-D, Map or Plat Recorded in Vol. 1, Page 160, P.R.H.C.T from the zoning designation of Four-Plex (4PLX) to the zoning designation of Planned Development District (PDD). These properties are further described as:

**Property ID:** 49024

**Legal Description:** WOODCREEK SEC 4-D LOT 6

**Property ID:** 49025

**Legal Description:** WOODCREEK SEC 4-D LOT 7

**Property ID:** 49026

**Legal Description:** WOODCREEK SEC 4-D, LOT 8

**Property ID:** 49027

**Legal Description:** WOODCREEK SEC 4-D, LOT  
11

This notice is issued pursuant to Chapter 211 of the Texas Local Government Code and Chapter 156 of the City of Woodcreek Code of Ordinances. Interested parties may contact the City of Woodcreek for more information. Interested parties may attend the public hearings or submit comments to [woodcreek@woodcreektx.gov](mailto:woodcreek@woodcreektx.gov) on or before noon December 1<sup>st</sup>, 2020. All interested parties are encouraged to attend and testify before the Planning and Zoning Commission and/or City Council.

LOT NO.	LAST NAME	FIRST NAME	STREET	CITY	STATE
PROPERTIE R49027	OLSON	ERNEST & CARRIE	220 LIVE OAK HILLS CT	SAN MARCOS	TX
W/4-PLEX R49024	OLSON	ERNEST & CARRIE	220 LIVE OAK HILLS CT	SAN MARCOS	TX
R49025	OLSON	ERNEST & CARRIE	220 LIVE OAK HILLS CT	SAN MARCOS	TX
R49026	OLSON	ERNEST	220 LIVE OAK HILLS CT	SAN MARCOS	TX
200 feet R52670	PARTNERS LTD	WIMBERLEY SPRINGS	31 W VALLEY SPRINGS RD	WIMBERLEY	TX
OF PROPS ,R48756	LAAS	SHARON & EDWARD	4 PEBBLEBROOK LANE	WOODCREEK	TX
R48757	CRISMOND	ROLAND	2 PEBBLEBROOK LANE	WOODCREEK	TX
R48758	LOWRY	JENNIFER	1 PEBBLEBROOK LANE	WOODCREEK	TX
R48759	CRUM	BENNIE & JACK	3 PEBBLEBROOK LANE	WOODCREEK	TX
R22116	HOLCOMB	CONNIE & JAMES	18 BROOKMEADOW DR.	WOODCREEK	TX
R22115	JM SMITH	PATTI CARLSON &	16 BROOKMEADOW DR.	WOODCREEK	TX
R22117	TAYLOR	FORREST	20 BROOKMEADOW DR.	WOODCREEK	TX
R22133	HECTOR	DONNA	10 ELMBROOK DR.	WOODCREEK	TX
R22134	JANSEN	ARNOLD	12 ELMBROOK DR.	WOODCREEK	TX
R22135	DEBREAUX	CRYSTAL & MARK	14 ELMBROOK DR.	WOODCREEK	TX
R22136	DEASON	DEBORAH	13 ELMBROOK DR.	WOODCREEK	TX
R22137	COEN	SUZETTE & BRENT	11 ELMBROOK DR.	WOODCREEK	TX
R22138	ROBINSON	MONICA & ROBERT	280 LONGMONT LN	AUSTIN	TX
R49028	ARTS LLC	JUNIPER	3413 HUNTER RD. UNIT D, PMB	SAN MARCOS	TX
R143356	INVESTMENTS LLC	SENDERA WOODCREEK	901 S MOPAC EXPY STE 125	AUSTIN	TX
R49029	ROEDERER	RICHARD	18 MATADOR TRL	WIMBERLEY	TX
R49023	WEBB TRUSTEE	BRYAN LEE	3205 BARTON VIEW DR.	AUSTIN	TX
R49022	DEEN	STEPHANIE	P.O. BOX 1423	WIMBERLEY	TX
R49021	INVESTMENTS LTD	RAZAR	745 E. MULBERRY AVE, STE 900	SAN ANTONIO	TX
R49020	GREEN TRUSTEE	DAVID G	11812 SAN VICENTE BLVD FL 4	LOS ANGELES	CA
R49030	ROCHOW	CHRISTINA & STEVE	101 OAKLAND CREST DR.	ROCHESTER	MI
R25884	WILSON	DIANNE	19 DEERFIELD DR. APT 5	WOODCREEK	TX
R25885	FLADGER	MARY	19 DEERFIELD DR. APT 6	WOODCREEK	TX
R25886	MATTHEWS	MARY & ALFRED	111 SHADOW TRL	WIMBERLEY	TX
R25887	GAGE	ERRYN	19 DEERFIELD DR. UNIT 8	WOODCREEK	TX
R25880	SMITH	PATRICIA & MICHAEL	19-1 DEERFIELD DR.	WOODCREEK	TX

R25881	SKELTON	CARLY & NATHAN	19 DEERFIELD DR. APT. 2	WOODCREEK	TX
R25882	HOLLOWAY	JANICE	701 BERING DR. #1405	HOUSTON	TX
R25883	JAKEMAN	MOLLY	19 DEERFIELD DR. #4	WOODCREEK	TX



ZIP                      WOODCREEK ADDRESS

---

78666	17 DEERFIELD DR
78666	16 DEERFIELD DR
78666	18 DEERFIELD DR
78666	22 DEERFIELD DR
78676	
78676	
78676	
78676	
78676	
78676	
78676	
78676	20 BROOKMEADOW DR.
78676	
78676	
78676	
78676	
78676	
78737-4589	9 ELMBROOK DR.
78666	15 DEERFIELD DR
78746-5899	16515 RR 12
78676-3402	13 A/B DEERFIELD DR
78735-6934	10 DEERFIELD DR
78676-1423	8 DEERFIELD DR
78212-3141	6 DEERFIELD DR
90049-6625	4 DEERFIELD DR
48306-3453	11 DEERFIELD DR
78676	
78676	
78676-4256	19 DEERFIELD DR. APT. 7
78676	
78676	

78676  
77057-2103  
78676

19 DEERFIELD DR. APT. 3

# The City of Woodcreek

IN THE MIDST OF THE TEXAS HILL COUNTRY

## Public Notice

The City of Woodcreek Planning and Zoning Commission will hold a Public Hearing during a meeting scheduled for December 2<sup>nd</sup>, 2020 at 10:00 AM or and the City Council of the City of Woodcreek will hold a Public Hearing during a meeting scheduled for December 2<sup>nd</sup>, 2020 at 2:00 PM. Both public hearings will be held at Camp Young Judaea, 121 Camp Young Judaea Road, Woodcreek, Texas 78676 The Public Hearings are being held to receive public comments on the following rezoning request(s):

To rezone Lots 6, 7, 8, & 11, Woodcreek, Section 4-D, Map or Plat Recorded in Vol. 1, Page 160, P.R.H.C.T from the zoning designation of Four-Plex (4PLX) to the zoning designation of Planned Development District (PDD). These properties are identified with an X on the map below and are further described as:

Property ID: 49024

Legal Description: WOODCREEK SEC 4-D LOT 6

Property ID: 49026

Legal Description: WOODCREEK SEC 4-D, LOT 8

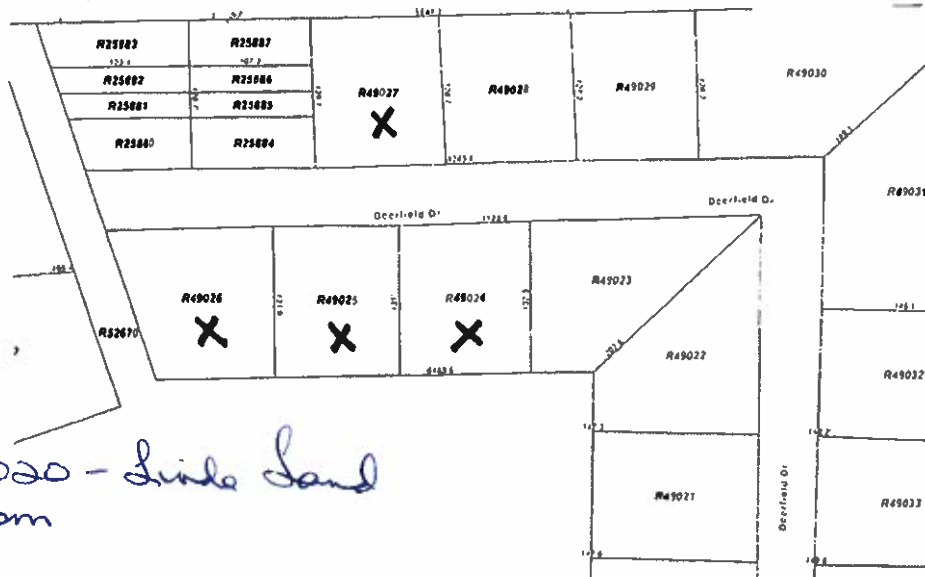
Property ID: 49025

Legal Description: WOODCREEK SEC 4 D LOT 7

Property ID: 49027

Legal Description: WOODCREEK SEC 4-D, LOT 11

This notice is issued pursuant to Chapter 211 of the Texas Local Government Code and Chapter 156 of the City of Woodcreek Code of Ordinances. Interested parties may contact the City of Woodcreek for more information. Interested parties may attend the public hearings or submit comments to [woodcreek@woodcreektx.gov](mailto:woodcreek@woodcreektx.gov) on or before noon December 1<sup>st</sup>, 2020. All interested parties are encouraged to attend and testify before the Planning and Zoning Commission and/or City Council.



Posted 11/12/2020 - Linda Sand  
2:19 pm

**Deerfield Cottages**

**PLANNED DEVELOPMENT DISTRICT**

Approved \_\_\_\_\_, 2020

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF FOUR LOTS (6, 7, 8, & 11) APPROXIMATELY 1.338 ACRES OF LAND LOCATED AT THE END OF DEERFIELD DRIVE, TO PLANNED DEVELOPMENT DISTRICT (“PDD”); ESTABLISHING LAND USES AND DEVELOPMENT STANDARDS FOR THE CONSTRUCTION AND OPERATION OF A 16 UNIT MULTI - FAMILY USE PROJECT; AND PROVIDING FOR RULES, STANDARDS, PROCEDURES, AND SEVERABILITY.

WHEREAS, JB Chisum Company, Inc., ("Developer") is under contract to purchase a total of four lots for a total of 1.338 acres of land, more or less, located in Hays County, Texas, and more particularly described as Woodcreek Sec 4-D Lot 6, Lot 7, Lot 8 and Lot 11. The Property is located wholly within the City’s corporate limits; and

WHEREAS, Developer is under contract to purchase, and plans to develop four four-plex buildings for a total of 16 units (the “Project”), which will benefit and serve the present and future citizens of the City; and

WHEREAS, A Planned Development District (“PDD”) accommodates large or complex developments under unified control planned as a single continuous project providing greater design flexibility in return for desirable features not normally required in conventional zoning districts to create a superior development to that which would occur using conventional zoning regulations; and

WHEREAS, The City of Woodcreek seeks to protect the health, safety, and welfare of those living in, working in, and visiting the City; and

WHEREAS, The City of Woodcreek has been in negotiations with Owner and agents of the proposed PDD Project as detailed in the Deerfield Cottages PDD Agreement and attached hereto as Attachment “1”; and

WHEREAS, Developer has submitted an application to the City to rezone the Property to Planned Development District, designating it as the “Deerfield Cottages” district; and

WHEREAS, The City held discussions and invited public comment on the proposed PDD district zoning in a public hearing held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_ o’clock .M.; and

WHEREAS, Pursuant to Chapter 51 of the Texas Local Government Code, the City has general authority to adopt this Ordinance; and

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

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

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

### **ARTICLE I. FINDINGS OF FACT**

The foregoing Recitals are hereby adopted as findings of facts and are incorporated fully herein.

### **ARTICLE II. SHORT TITLE**

This Ordinance shall be commonly cited as the “Deerfield Cottages PDD”.

### **ARTICLE III. ENACTMENT**

- A. Zoning Map.** The official zoning map of the City of Woodcreek is hereby amended to reflect the zoning designations established in the PDD Master Plan attached as Exhibit “A” to Attachment “1”.
- B. Development Plan.** This Ordinance, together with Attachment “1” and the exhibits thereto constitutes the land use standards and development plan for the Deerfield Cottages PDD District upon the Property, as reflected in Attachment “1”, covered by this Ordinance. All land use and development of the Deerfield PDD on the Property must conform to the limitations and conditions set forth in this Ordinance, Attachment “1” and the exhibits thereto. Enactment of this Ordinance shall constitute the City’s approval of the land use standards and development plan.
- C. Planned Development (PDD) Master Plan.** The PDD Master Plan detailed in Exhibit “A” of Attachment “1” to this Ordinance, is hereby approved.
- D. Applicable Regulations.** Except as specifically provided by this Ordinance, the Deerfield Cottages PDD Project is subject to all provisions of the City’s Ordinances in effect on the effective date of this Ordinance. To the extent any provisions of this Ordinance conflicts with any provisions of City Ordinances or any related regulations, the provisions of this Ordinance shall control.
- E. Variances.** The approval of this Ordinance, Attachment “1” and Exhibit “A” constitutes the approval of the development standards and shall be deemed to be the functional equivalent of the approval of variances, exceptions, and alternative standards from conflicting provisions of City Ordinances. When considering a request for variances, exceptions, or alternative standards for the Deerfield Cottages PDD Project that were not addressed by the development standards contained herein, the City shall consider this Ordinance, the PDD Master Plan, and the City’s, then existing, Ordinances collectively.
- F. Resolution of Conflicts.** The documents governing the PDD should be read in harmony to the fullest extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.
- G. Attachments and Exhibits.** The following Attachment and Exhibit thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment “1” – Deerfield Cottages PDD

Exhibit “A” Master Plan, Property Description, Impervious Cover, Schematic Design.

**ARTICLE III. REPEALER**

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

**ARTICLE IV. SEVERABILITY**

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

**ARTICLE V. PROPERTY RECORDS**

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

**ARTICLE VI. PUBLICATION**

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

**ARTICLE VII. PROPER NOTICE & MEETING**

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

**ARTICLE VIII. EFFECTIVE DATE**

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

*[Signature Page Follows]*

**PASSED AND APPROVED** this, the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**CITY OF WOODCREEK, TEXAS:**

Gloria Whitehead, Mayor

Attest:

Linda Land, City Secretary

---

---



**Attachment “1”**

**Deerfield Cottages**

**PLANNED DEVELOPMENT AGREEMENT**

This Deerfield Cottages Planned Development Agreement (this of the “Agreement”) is entered into by and between the City of Woodcreek, Texas, a Class A General Law Municipality under the Laws of the State of Texas (the “City”) and J.B. Chisum Company, Inc. (the “Company”) (the City and the Company are collectively “the Parties”) who state, represent, and agree as follows:

**SECTION 1.  
ENACTMENT PROVISIONS**

This Agreement and Ordinance No. \_\_\_\_\_ collectively memorialize the Woodcreek City Council’s approval of the Company’s development of the “Deerfield Cottages Planned Development” (“the Development”) and memorializes the City’s creation of the zoning classification, “*Deerfield Cottages Planned Development District*.” This Agreement applies to the Property as described in Exhibit “A” attached hereto and incorporated herein for all purposes.

**SECTION 2.  
DEFINITIONS**

**2.1 General.**

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

**2.2 Specific.**

- 1. **All-weather surface:** means an area, which is usable or operative in all kinds of weather over which emergency and the area's typical passenger vehicles can pass at all times and which is constructed of a material, such as brick, pavers, asphalt or concrete over compacted sub-base and base as appropriate based on the geotechnical recommendation.
- 2. **Applicable Requirements:** shall mean the applicable federal and state laws, city ordinances, rules and regulations, and the Deerfield Cottages PDD Development Standards, contained herein.
- 3. **Applicant:** shall mean any owner, developer, person or entity engaging in subdivision or development of any of the Property or applying for any permit, approval, variance or waiver for any of the Property.
- 4. **Certified Inspector:** shall mean an independent certified state licensed inspector to inspect the Vertical Building Improvements as to their conformity with applicable city ordinances and building codes and related building plans.

5. **City:** shall mean the City of Woodcreek, Texas, a Texas Type A, general law municipality.
6. **City Manager:** shall mean the person or entity engaged by City to serve in the capacity of City's chief management officer.
7. **City Code of Ordinances:** shall mean the collective duly adopted ordinances of the City, together with all related administrative rules and technical criteria manuals.
8. **City Council:** shall mean the governing body of the City of Woodcreek, Texas.
9. **City Engineer:** shall mean the person or entity engaged by the City to serve in the capacity of engineer for the City of Woodcreek, Texas.
10. **County:** shall mean Hays County.
11. **Development Standards:** shall mean the land use standards for the Property as described in this Agreement. All land use and development of the Property in the Deerfield Cottages PDD District must conform to the limitations and conditions set forth in this Agreement.
12. **Development Plan:** shall mean this Ordinance, this Attachment "1" and the exhibits attached hereto, together, constitutes the development plan for the Deerfield Cottages PDD on the Properties.
13. **Driveway system:** means a private all-weather surface facility providing access for vehicles and pedestrians to parking spaces.
14. **Effective Date:** and similar references shall mean the date this Ordinance is approved and adopted.
15. **Master Plan:** The Master Plan attached hereto as Exhibit "A" shows the boundary of the Property, along with the other exhibits attached hereto, also provides for parking, building setbacks, and other pertinent development features.
16. **Developer:** shall mean (i) the Developer named above, or (ii) any subsequent Owner or Developer of any part of the Property that is a successor or assignee of any rights from Owner in the Property, in whole or in part.
17. **Project:** shall mean the Deerfield Cottages Planned Development on the Property as generally delineated in the PDD Master Plan attached hereto as Exhibit "A" and incorporated herein for all purposes.
18. **Property:** shall have the meaning set forth in the recitals to this Ordinance, and consists of the lots 6,7,8, & 11 located in Woodcreek, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.
19. **Site:** shall mean any individual parcel of land within the Project designated for a specific permitted use.
20. **Vertical Building Improvements:** shall mean the construction and reconstruction of a building, structure or any above ground improvement or development, not including roads, drainage facilities or utility facilities, and not including manufactured homes, modular housing or industrialized buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

### SECTION 3. LAND USE AND ZONING

#### 3.1 Zoning.

The zoning classification of the property is hereby changed to Deerfield Cottages Planned Development.

#### 3.2 Permitted Uses.

The project may be developed to contain 16 dwellings units located within the four properties, subject to issuance of permits by the city hereafter

#### 3.3 Prohibited Uses.

The project shall not contain any uses not otherwise allowed herein.

#### 3.4 Maximum Densities.

**a. Four-Plex. The Project shall not exceed the maximum gross density of 4 dwelling units per lot, for a total of 16 dwelling units on the property.**

#### 3.5 Permitting and Approval Criteria.

All applications for permits required by the City for the use and development of the Property shall be consistent with this Agreement. All aspects of such approvals which are not specifically covered by this Agreement shall be governed by the City Code of Ordinances.

#### 3.6 Unified Development.

The Property shall be treated as a unified development for the purposes of requirements relating to drainage, structural and non-structural water quality and detention control, impervious cover, utility service, traffic impact analysis, landscaping, open space, green space, and tree replacement and mitigation.

#### 3.7 Phased Development.

The Project may be developed in phases over time and the phasing of development may be changed from time to time, including phases being developed concurrently, in response to market conditions or other factors.

### SECTION 4. DEVELOPMENT STANDARDS

#### 4.1 Impervious Cover.

The Project shall not exceed an aggregate of thirty seven percent (37%) in impervious cover.

#### 4.2 Four-Plex Site Requirements.

*4PLX, Four-Plex.* Four single-family dwelling units limited to no more than one building per lot occupied by no more than four families. Zoning can include single-family dwelling, two-family dwelling or four-family four-plex:

- (a) Minimum square feet living area per individual unit: 800;
- (b) Minimum setbacks:
  1. Front and back: 25 feet;
  2. Interior lot lines: seven and one-half feet; and
  3. Side street: 15 feet.

#### 4.3 Utility Service.

Except where approved in writing by the City Manager, all utilities shall adhere to the following:

(A) No public utility shall install a utility facility or provide electric, telephone, cable, fiber optics, sewer or water services to any building, accessory buildings or structure until a building permit has been issued by the city for such building.

(B) No building permit shall be issued for any building, accessory building or structure requiring water or sewer service unless the water or sewer utility system or septic tank proposed to be utilized to provide water or sewer utility service to the building, accessory building or structure meets:

- (1) The minimum standards of the Texas Commission on Environmental Quality (TCEQ); and
- (2) The requirements of any applicable permits issued by the Texas Commission on Environmental Quality (TCEQ) and the county.

#### 4.4 Fencing Plan.

The project shall comply with all City of Woodcreek ordinances and regulations related to fencing.

#### 4.5 Drainage.

The Project shall comply with all City of Woodcreek ordinances and regulations related to floodplain and drainage.

#### 4.6 Outdoor Lighting.

The project shall comply with all City of Woodcreek ordinances and regulations related to lighting.

#### 4.7 Landscaping Requirements.

All landscaping shall enhance the natural aesthetic beauty of the Woodcreek area through diverse use of both native and non-invasive adapted species of plants.

- a. **Maintenance.** All landscaping shall be maintained by the Owner and each successive Owner in accordance with the approved development plan for the property.
- b. **Planting Criteria.**
  - 1) Planting shall remain at least five feet (5') from edge of roadways and driveways.
  - 2) Planting should be at least five feet (5') from underground utilities.
  - 3) Planting should be at least five feet (5') from fire hydrants.
- c. **Shade Trees shall be defined as the following:**
  - 1) Bald Cypress
  - 2) Burr Oak

- 3) Cedar Elm
- 4) Chinquapin Oak
- 5) Chinese (Lacebark) Elm
- 6) Live Oak
- 7) Monterey Oak
- 8) Pecan
- 9) Shumard Oak
- 10) Texas Ash
- 11) Texas Red Oak

**d. Evergreen Ornamental Trees shall be defined as the following:**

- 1) Wax Myrtle
- 2) Yaupon Holly
- 3) Mountain Laurel
- 4) Little Gem Magnolia
- 5) Eastern Red Cedar
- 6) Cherry Laurel

**4.8 Parking Requirements**

Parking shall be in accordance with the requirements of the four-plex zoning district and the master site plan, providing 8 parking spaces per lot and 32 total for the project. Garages are not required.

**SECTION  
N 5.  
PERMIT  
FEES**

**5.1. Permit and Inspection Fees.** All development, permit and inspection fees required for the Project shall be in accordance with the City’s Ordinances and applicable schedule of such fees.

**SECTION  
6.  
AMENDM  
ENTS**

Due to the fact that the Project may occur in phases over a number of years, Developer may make major or minor amendments to the PDD Master Plan upon notification to, and approval from, the City. Major amendments shall be those that (A) increase the total Project’s impervious cover. Major amendments to the PDD Master Plan shall require approval by City Council. Any amendment which is not classified as a major amendment shall be classified as a minor amendment. Minor amendments shall be administratively approved by the City Manager except that the City Manager may, at the City Manager’s sole discretion, seek approval from the City Council. If the City Manager and Developer dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination.



## **Section 11 Severability**

Any provision of this Agreement that is found to be illegal, invalid or unenforceable will be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof or rendering that or any other provision of this Agreement illegal, invalid or unenforceable. Upon any such determination that any provision is illegal, invalid or unenforceable, such provision will be interpreted so as to best accomplish the intent of the parties within the limits of applicable Law.

## **Section 12 Representations**

The parties represent that:

- (a) they are legally competent to execute this Agreement;
- (b) in choosing to enter into this Agreement, they have made their own investigation of the facts and are relying upon their own knowledge and upon the advice of counsel of their choosing;
- (c) they have not been influenced to enter into this Agreement by any oral or written representations or statements made about this matter by any attorney, agent, adjuster, employee or representative of any opposing party;
- (d) they understand and acknowledge that the other party does not warrant or represent any tax consequences of this Agreement, and they agree that they are relying on their own legal and/or tax advisors and not on each other with respect to any tax aspects of this Agreement. The parties agree that any tax or costs, attorneys' fees, penalties, or interest incurred or assessed to them are their sole responsibility.

## **Section 12 Other Matters**

The parties agree that:

- (a) the Agreement is the complete and final agreement between the parties in regards to the matters referenced herein, and may be modified only by a written agreement, signed by the parties which expressly refers to and purports to modify the Agreement;
- (b) all prior agreements, discussions, and negotiations between the parties or their attorneys are hereby merged into the Agreement;
- (c) the terms of the Agreement are contractual and are not mere recitals;
- (d) the Agreement shall become effective immediately upon its execution; and



(e) The parties agree that a faxed or scanned and emailed copy of the signatures required below shall be treated as if they are originals.

**APPROVED AS TO FORM & SUBSTANCE:**

**The City of Woodcreek.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
and \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

**J.B. Chisum Company, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
and \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Notary Public, State of Texas

**APPROVED AS TO FORM ONLY:**

THE WYMORE LAW FIRM, PLLC

/s./ Kent E. Wymore IV  
Kent E. Wymore IV  
State Bar No. 24075315  
1250 Capital of Texas Highway South  
Building Three, Suite 400  
Austin, Texas 78746  
Tel: (512) 346-3600  
Fax: (866) 211-4235  
[kent@thewymorelawfirm.com](mailto:kent@thewymorelawfirm.com)

**ATTORNEY FOR WOODCREEK**

**EXHIBIT "A"**

**MASTER PLAN, PROPERTY LOCATION, IMPERVIOUS COVER,  
SCHEMATIC DESIGN**





DEERFIELD COTTAGES

SCHEMATIC DESIGN  
JUNE 2020

LOCATION MAP





**IMPERVIOUS COVERAGE CALCULATIONS**

**LOTS 6 & 7**

LOT: 0.316 ACRES / 13,730.23 S.F.  
 GROSS BUILDING: 3,996.89 S.F. / 29.11%

BUILDING + PATIOS:  
 3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 31.95%

BUILDING + PATIOS + CURB + IMPERVIOUS PARKING  
 (PERVIOUS PARALLEL PARKING AND WALKS):  
 3,996.89 S.F. + 389.56 S.F. + 144 S.F. + 1,104.02 S.F. = 5,634.47 S.F. / 41.04%

**LOT 8**

LOT: 0.36 ACRES / 15,674.91 S.F.  
 GROSS BUILDING: 3,996.89 S.F. / 25.50%

BUILDING + PATIOS:  
 3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 27.98%

BUILDING + PATIOS + CURB + IMPERVIOUS PARKING  
 (PERVIOUS PARALLEL PARKING AND WALKS):  
 3,996.89 S.F. + 389.56 S.F. + 144 S.F. + 1,104.02 S.F. = 5,647.47 S.F. / 36.03%

**LOT 11**

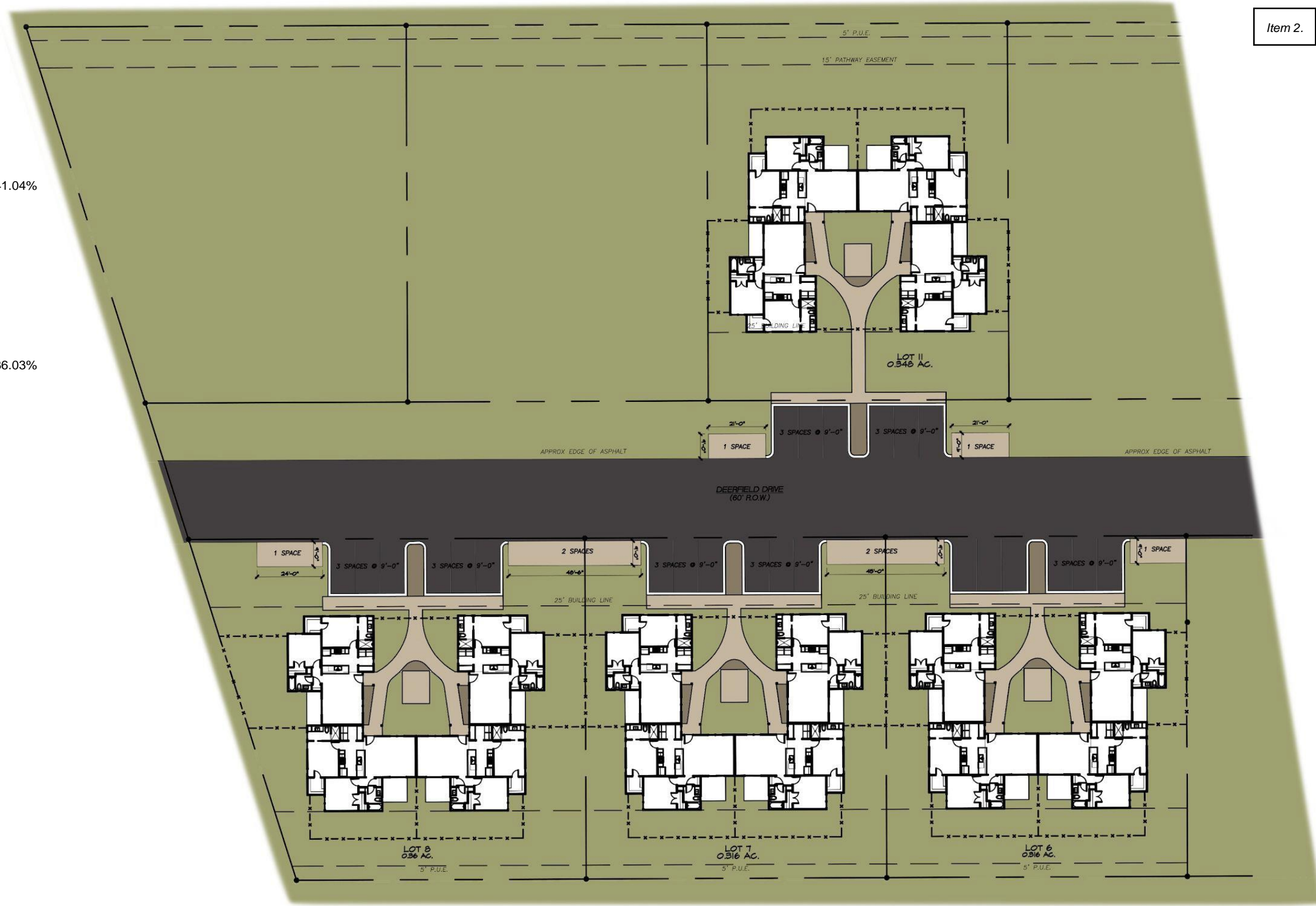
LOT: 0.348 ACRES / 15,172.30 S.F.  
 GROSS BUILDING: 3,996.89 S.F. / 26.34%

BUILDING + PATIOS:  
 3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 28.91%

BUILDING + PATIOS (CURB IN ROW, IMPERVIOUS PARKING IN ROW,  
 PERVIOUS PARALLEL PARKING AND WALKS):  
 3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 28.91%

**PARKING TABLE (PER LOT)**

SIX (6) IMPERVIOUS SPACES  
 TWO (2) PERVIOUS SPACES (CRUSHED GRANITE)



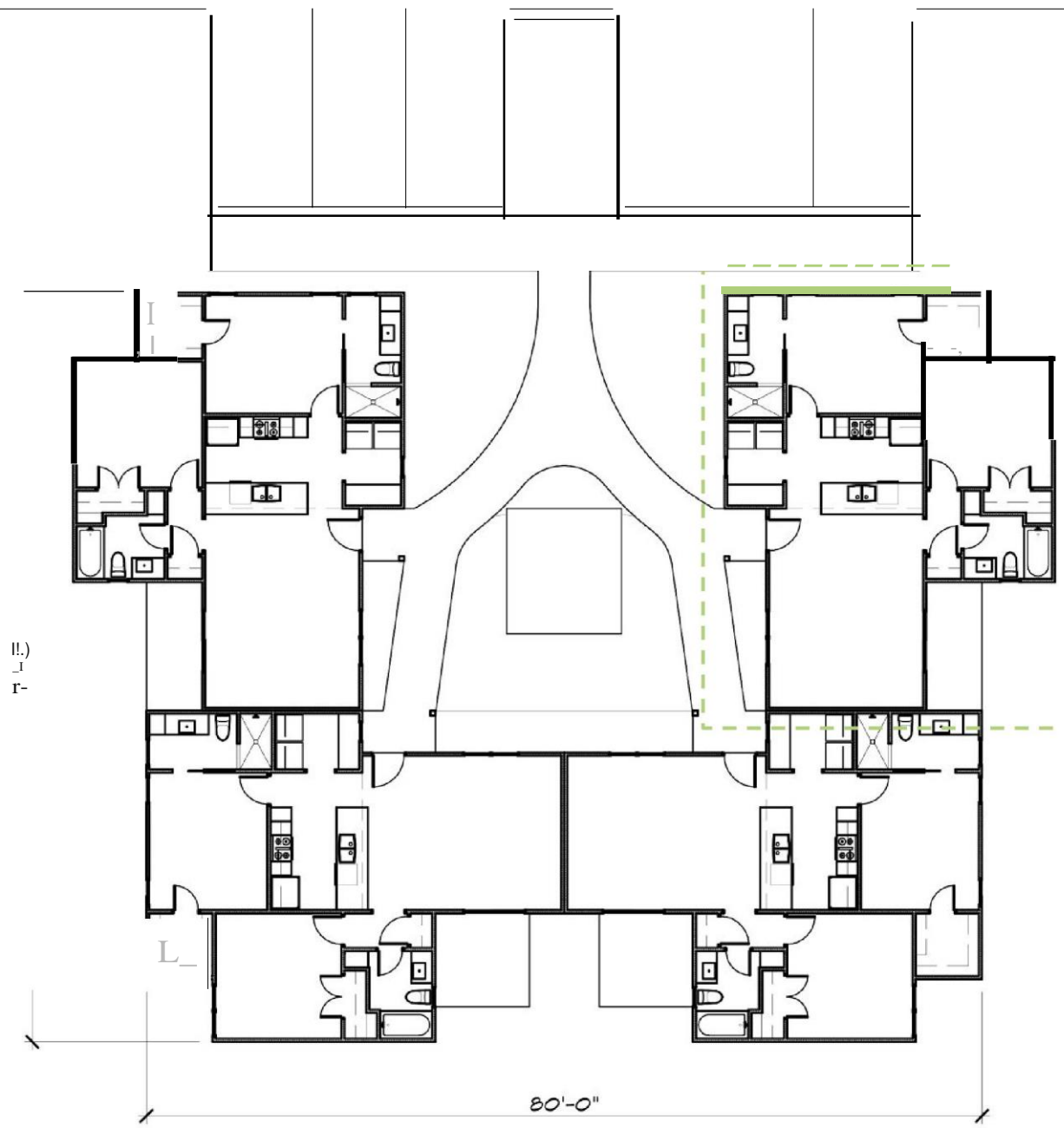
**SITE PLAN**  
 1" = 40'-0"

DEERFIELD COTTAGES

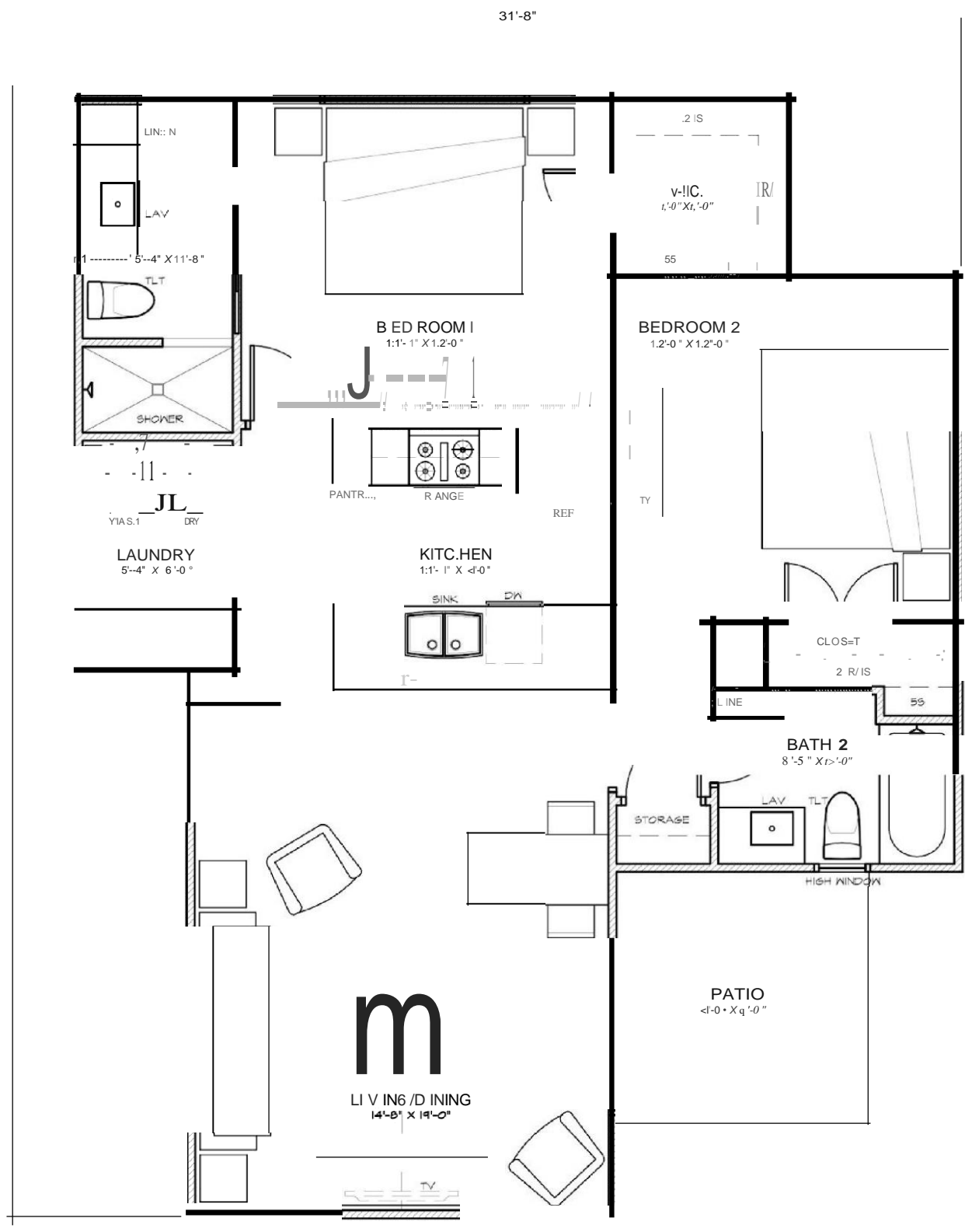
SCHEMATIC DESIGN  
 AUGUST 2020

SITE PLAN





*BUILDING PLAN*  
 1/16" = 1'-0"



*UNIT PLAN - 999 SQUARE FEET*  
 3/16" = 1'-0"

DEERFIELD COTTAGES  
 SCHEMATIC DESIGN  
 JUNE 2020

FLOOR PLANS





FRONT



RIGHT SIDE



REAR



LEFT SIDE

DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

ELEVATIONS







DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

OVERALL SITE FROM NORTHWEST







DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

TYPICAL BUILDING







DEERFIELD COTTAGES  
SCHEMATIC DESIGN  
JUNE 2020

COURTYARD - ENTRY







DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

COURTYARD - SHADE STRUCTURE







DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

COURTYARD - SHARED AREA



**Deerfield Cottages**

**PLANNED DEVELOPMENT DISTRICT**

Approved \_\_\_\_\_, 2020

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF FOUR LOTS (6, 7, 8, & 11) APPROXIMATELY 1.338 ACRES OF LAND LOCATED AT THE END OF DEERFIELD DRIVE, TO PLANNED DEVELOPMENT DISTRICT (“PDD”); ESTABLISHING LAND USES AND DEVELOPMENT STANDARDS FOR THE CONSTRUCTION AND OPERATION OF A 16 UNIT MULTI - FAMILY USE PROJECT; AND PROVIDING FOR RULES, STANDARDS, PROCEDURES, AND SEVERABILITY.

WHEREAS, JB Chisum Company, Inc., ("Developer") is under contract to purchase a total of four lots for a total of 1.338 acres of land, more or less, located in Hays County, Texas, and more particularly described as Woodcreek Sec 4-D Lot 6, Lot 7, Lot 8 and Lot 11. The Property is located wholly within the City’s corporate limits; and

WHEREAS, Developer is under contract to purchase, and plans to develop four four-plex buildings for a total of 16 units (the “Project”), which will benefit and serve the present and future citizens of the City; and

WHEREAS, A Planned Development District (“PDD”) accommodates large or complex developments under unified control planned as a single continuous project providing greater design flexibility in return for desirable features not normally required in conventional zoning districts to create a superior development to that which would occur using conventional zoning regulations; and

WHEREAS, The City of Woodcreek seeks to protect the health, safety, and welfare of those living in, working in, and visiting the City; and

WHEREAS, The City of Woodcreek has been in negotiations with Owner and agents of the proposed PDD Project as detailed in the Deerfield Cottages PDD Agreement and attached hereto as Attachment “1”; and

WHEREAS, Developer has submitted an application to the City to rezone the Property to Planned Development District, designating it as the “Deerfield Cottages” district; and

WHEREAS, The City held discussions and invited public comment on the proposed PDD district zoning in a public hearing held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_ o’clock .M.; and

WHEREAS, Pursuant to Chapter 51 of the Texas Local Government Code, the City has general authority to adopt this Ordinance; and

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

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



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

**ARTICLE I. FINDINGS OF FACT**

The foregoing Recitals are hereby adopted as findings of facts and are incorporated fully herein.

**ARTICLE II. SHORT TITLE**

This Ordinance shall be commonly cited as the “Deerfield Cottages PDD”.

**ARTICLE III. ENACTMENT**

- A. Zoning Map.** The official zoning map of the City of Woodcreek is hereby amended to reflect the zoning designations established in the PDD Master Plan attached as Exhibit “A” to Attachment “1”.
- B. Development Plan.** This Ordinance, together with Attachment “1” and the exhibits thereto constitutes the land use standards and development plan for the Deerfield Cottages PDD District upon the Property, as reflected in Attachment “1”, covered by this Ordinance. All land use and development of the Deerfield PDD on the Property must conform to the limitations and conditions set forth in this Ordinance, Attachment “1” and the exhibits thereto. Enactment of this Ordinance shall constitute the City’s approval of the land use standards and development plan.
- C. Planned Development (PDD) Master Plan.** The PDD Master Plan detailed in Exhibit “A” of Attachment “1” to this Ordinance, is hereby approved.
- D. Applicable Regulations.** Except as specifically provided by this Ordinance, the Deerfield Cottages PDD Project is subject to all provisions of the City’s Ordinances in effect on the effective date of this Ordinance. To the extent any provisions of this Ordinance conflicts with any provisions of City Ordinances or any related regulations, the provisions of this Ordinance shall control.
- E. Variances.** The approval of this Ordinance, Attachment “1” and Exhibit “A” constitutes the approval of the development standards and shall be deemed to be the functional equivalent of the approval of variances, exceptions, and alternative standards from conflicting provisions of City Ordinances. When considering a request for variances, exceptions, or alternative standards for the Deerfield Cottages PDD Project that were not addressed by the development standards contained herein, the City shall consider this Ordinance, the PDD Master Plan, and the City’s, then existing, Ordinances collectively.
- F. Resolution of Conflicts.** The documents governing the PDD should be read in harmony to the fullest extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.
- G. Attachments and Exhibits.** The following Attachment and Exhibit thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment “1” – Deerfield Cottages PDD

Exhibit “A” Master Plan, Property Description, Impervious Cover, Schematic Design.

**ARTICLE III. REPEALER**

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

**ARTICLE IV. SEVERABILITY**

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

**ARTICLE V. PROPERTY RECORDS**

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

**ARTICLE VI. PUBLICATION**

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

**ARTICLE VII. PROPER NOTICE & MEETING**

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

**ARTICLE VIII. EFFECTIVE DATE**

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

*[Signature Page Follows]*

**PASSED AND APPROVED** this, the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**CITY OF WOODCREEK, TEXAS:**

Gloria Whitehead, Mayor

Attest:

Linda Land, City Secretary

---

---

**Attachment “1”**

**Deerfield Cottages**

**PLANNED DEVELOPMENT AGREEMENT**



This Deerfield Cottages Planned Development Agreement (this of the “Agreement”) is entered into by and between the City of Woodcreek, Texas, a Class A General Law Municipality under the Laws of the State of Texas (the “City”) and J.B. Chisum Company, Inc. (the “Company”) (the City and the Company are collectively “the Parties”) who state, represent, and agree as follows:

**SECTION 1.  
ENACTMENT PROVISIONS**

This Agreement and Ordinance No. \_\_\_\_\_ collectively memorialize the Woodcreek City Council’s approval of the Company’s development of the “Deerfield Cottages Planned Development” (“the Development”) and memorializes the City’s creation of the zoning classification, “*Deerfield Cottages Planned Development District*.” This Agreement applies to the Property as described in Exhibit “A” attached hereto and incorporated herein for all purposes.

**SECTION 2.  
DEFINITIONS**

**2.1 General.**

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

**2.2 Specific.**

- 1. **All-weather surface:** means an area, which is usable or operative in all kinds of weather over which emergency and the area's typical passenger vehicles can pass at all times and which is constructed of a material, such as brick, pavers, asphalt or concrete over compacted sub-base and base as appropriate based on the geotechnical recommendation.
- 2. **Applicable Requirements:** shall mean the applicable federal and state laws, city ordinances, rules and regulations, and the Deerfield Cottages PDD Development Standards, contained herein.
- 3. **Applicant:** shall mean any owner, developer, person or entity engaging in subdivision or development of any of the Property or applying for any permit, approval, variance or waiver for any of the Property.
- 4. **Certified Inspector:** shall mean an independent certified state licensed inspector to inspect the Vertical Building Improvements as to their conformity with applicable city ordinances and building codes and related building plans.

5. **City:** shall mean the City of Woodcreek, Texas, a Texas Type A, general law municipality.
6. **City Manager:** shall mean the person or entity engaged by City to serve in the capacity of City's chief management officer.
7. **City Code of Ordinances:** shall mean the collective duly adopted ordinances of the City, together with all related administrative rules and technical criteria manuals.
8. **City Council:** shall mean the governing body of the City of Woodcreek, Texas.
9. **City Engineer:** shall mean the person or entity engaged by the City to serve in the capacity of engineer for the City of Woodcreek, Texas.
10. **County:** shall mean Hays County.
11. **Development Standards:** shall mean the land use standards for the Property as described in this Agreement. All land use and development of the Property in the Deerfield Cottages PDD District must conform to the limitations and conditions set forth in this Agreement.
12. **Development Plan:** shall mean this Ordinance, this Attachment "1" and the exhibits attached hereto, together, constitutes the development plan for the Deerfield Cottages PDD on the Properties.
13. **Driveway system:** means a private all-weather surface facility providing access for vehicles and pedestrians to parking spaces.
14. **Effective Date:** and similar references shall mean the date this Ordinance is approved and adopted.
15. **Master Plan:** The Master Plan attached hereto as Exhibit "A" shows the boundary of the Property, along with the other exhibits attached hereto, also provides for parking, building setbacks, and other pertinent development features.
16. **Developer:** shall mean (i) the Developer named above, or (ii) any subsequent Owner or Developer of any part of the Property that is a successor or assignee of any rights from Owner in the Property, in whole or in part.
17. **Project:** shall mean the Deerfield Cottages Planned Development on the Property as generally delineated in the PDD Master Plan attached hereto as Exhibit "A" and incorporated herein for all purposes.
18. **Property:** shall have the meaning set forth in the recitals to this Ordinance, and consists of the lots 6,7,8, & 11 located in Woodcreek, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.
19. **Site:** shall mean any individual parcel of land within the Project designated for a specific permitted use.
20. **Vertical Building Improvements:** shall mean the construction and reconstruction of a building, structure or any above ground improvement or development, not including roads, drainage facilities or utility facilities, and not including manufactured homes, modular housing or industrialized buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

### SECTION 3. LAND USE AND ZONING

#### 3.1 Zoning.

The zoning classification of the property is hereby changed to Deerfield Cottages Planned Development.

#### 3.2 Permitted Uses.

The project may be developed to contain 16 dwellings units located within the four properties, subject to issuance of permits by the city hereafter

#### 3.3 Prohibited Uses.

The project shall not contain any uses not otherwise allowed herein.

#### 3.4 Maximum Densities.

**a. Four-Plex. The Project shall not exceed the maximum gross density of 4 dwelling units per lot, for a total of 16 dwelling units on the property.**

#### 3.5 Permitting and Approval Criteria.

All applications for permits required by the City for the use and development of the Property shall be consistent with this Agreement. All aspects of such approvals which are not specifically covered by this Agreement shall be governed by the City Code of Ordinances.

#### 3.6 Unified Development.

The Property shall be treated as a unified development for the purposes of requirements relating to drainage, structural and non-structural water quality and detention control, impervious cover, utility service, traffic impact analysis, landscaping, open space, green space, and tree replacement and mitigation.

#### 3.7 Phased Development.

The Project may be developed in phases over time and the phasing of development may be changed from time to time, including phases being developed concurrently, in response to market conditions or other factors.

### SECTION 4. DEVELOPMENT STANDARDS

#### 4.1 Impervious Cover.

The Project shall not exceed an aggregate of thirty seven percent (37%) in impervious cover.

#### 4.2 Four-Plex Site Requirements.

*4PLX, Four-Plex.* Four single-family dwelling units limited to no more than one building per lot occupied by no more than four families. Zoning can include single-family dwelling, two-family dwelling or four-family four-plex:

- (a) Minimum square feet living area per individual unit: 800;
- (b) Minimum setbacks:
  - 1. Front and back: 25 feet;
  - 2. Interior lot lines: seven and one-half feet; and
  - 3. Side street: 15 feet.

#### 4.3 Utility Service.

Except where approved in writing by the City Manager, all utilities shall adhere to the following:

(A) No public utility shall install a utility facility or provide electric, telephone, cable, fiber optics, sewer or water services to any building, accessory buildings or structure until a building permit has been issued by the city for such building.

(B) No building permit shall be issued for any building, accessory building or structure requiring water or sewer service unless the water or sewer utility system or septic tank proposed to be utilized to provide water or sewer utility service to the building, accessory building or structure meets:

- (1) The minimum standards of the Texas Commission on Environmental Quality (TCEQ); and
- (2) The requirements of any applicable permits issued by the Texas Commission on Environmental Quality (TCEQ) and the county.

#### 4.4 Fencing Plan.

The project shall comply with all City of Woodcreek ordinances and regulations related to fencing.

#### 4.5 Drainage.

The Project shall comply with all City of Woodcreek ordinances and regulations related to floodplain and drainage.

#### 4.6 Outdoor Lighting.

The project shall comply with all City of Woodcreek ordinances and regulations related to lighting.

#### 4.7 Landscaping Requirements.

All landscaping shall enhance the natural aesthetic beauty of the Woodcreek area through diverse use of both native and non-invasive adapted species of plants.

- a. **Maintenance.** All landscaping shall be maintained by the Owner and each successive Owner in accordance with the approved development plan for the property.
- b. **Planting Criteria.**
  - 1) Planting shall remain at least five feet (5') from edge of roadways and driveways.
  - 2) Planting should be at least five feet (5') from underground utilities.
  - 3) Planting should be at least five feet (5') from fire hydrants.
- c. **Shade Trees shall be defined as the following:**
  - 1) Bald Cypress
  - 2) Burr Oak

- 3) Cedar Elm
- 4) Chinquapin Oak
- 5) Chinese (Lacebark) Elm
- 6) Live Oak
- 7) Monterey Oak
- 8) Pecan
- 9) Shumard Oak
- 10) Texas Ash
- 11) Texas Red Oak

**d. Evergreen Ornamental Trees shall be defined as the following:**

- 1) Wax Myrtle
- 2) Yaupon Holly
- 3) Mountain Laurel
- 4) Little Gem Magnolia
- 5) Eastern Red Cedar
- 6) Cherry Laurel

**4.8 Parking Requirements**

Parking shall be in accordance with the requirements of the four-plex zoning district and the master site plan, providing 8 parking spaces per lot and 32 total for the project. Garages are not required.

**SECTION  
N 5.  
PERMIT  
FEES**

**5.1. Permit and Inspection Fees.** All development, permit and inspection fees required for the Project shall be in accordance with the City’s Ordinances and applicable schedule of such fees.

**SECTION  
6.  
AMENDM  
ENTS**

Due to the fact that the Project may occur in phases over a number of years, Developer may make major or minor amendments to the PDD Master Plan upon notification to, and approval from, the City. Major amendments shall be those that (A) increase the total Project’s impervious cover. Major amendments to the PDD Master Plan shall require approval by City Council. Any amendment which is not classified as a major amendment shall be classified as a minor amendment. Minor amendments shall be administratively approved by the City Manager except that the City Manager may, at the City Manager’s sole discretion, seek approval from the City Council. If the City Manager and Developer dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination.





### **Section 11 Severability**

Any provision of this Agreement that is found to be illegal, invalid or unenforceable will be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof or rendering that or any other provision of this Agreement illegal, invalid or unenforceable. Upon any such determination that any provision is illegal, invalid or unenforceable, such provision will be interpreted so as to best accomplish the intent of the parties within the limits of applicable Law.

### **Section 12 Representations**

The parties represent that:

- (a) they are legally competent to execute this Agreement;
- (b) in choosing to enter into this Agreement, they have made their own investigation of the facts and are relying upon their own knowledge and upon the advice of counsel of their choosing;
- (c) they have not been influenced to enter into this Agreement by any oral or written representations or statements made about this matter by any attorney, agent, adjuster, employee or representative of any opposing party;
- (d) they understand and acknowledge that the other party does not warrant or represent any tax consequences of this Agreement, and they agree that they are relying on their own legal and/or tax advisors and not on each other with respect to any tax aspects of this Agreement. The parties agree that any tax or costs, attorneys' fees, penalties, or interest incurred or assessed to them are their sole responsibility.

### **Section 12 Other Matters**

The parties agree that:

- (a) the Agreement is the complete and final agreement between the parties in regards to the matters referenced herein, and may be modified only by a written agreement, signed by the parties which expressly refers to and purports to modify the Agreement;
- (b) all prior agreements, discussions, and negotiations between the parties or their attorneys are hereby merged into the Agreement;
- (c) the terms of the Agreement are contractual and are not mere recitals;
- (d) the Agreement shall become effective immediately upon its execution; and

(e) The parties agree that a faxed or scanned and emailed copy of the signatures required below shall be treated as if they are originals.

**APPROVED AS TO FORM & SUBSTANCE:**

**The City of Woodcreek.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
and \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

**J.B. Chisum Company, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
and \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Notary Public, State of Texas

**APPROVED AS TO FORM ONLY:**

THE WYMORE LAW FIRM, PLLC

/s./ Kent E. Wymore IV  
Kent E. Wymore IV  
State Bar No. 24075315  
1250 Capital of Texas Highway South  
Building Three, Suite 400  
Austin, Texas 78746  
Tel: (512) 346-3600  
Fax: (866) 211-4235  
[kent@thewymorelawfirm.com](mailto:kent@thewymorelawfirm.com)

**ATTORNEY FOR WOODCREEK**



**EXHIBIT "A"**  
**MASTER PLAN, PROPERTY LOCATION, IMPERVIOUS COVER,  
SCHEMATIC DESIGN**



DEERFIELD COTTAGES

SCHEMATIC DESIGN  
JUNE 2020

LOCATION MAP





### IMPERVIOUS COVERAGE CALCULATIONS

#### LOTS 6 & 7

LOT: 0.316 ACRES / 13,730.23 S.F.  
GROSS BUILDING: 3,996.89 S.F. / 29.11%

BUILDING + PATIOS:  
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 31.95%

BUILDING + PATIOS + CURB + IMPERVIOUS PARKING  
(PERVIOUS PARALLEL PARKING AND WALKS):  
3,996.89 S.F. + 389.56 S.F. + 144 S.F. + 1,104.02 S.F. = 5,634.47 S.F. / 41.04%

#### LOT 8

LOT: 0.36 ACRES / 15,674.91 S.F.  
GROSS BUILDING: 3,996.89 S.F. / 25.50%

BUILDING + PATIOS:  
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 27.98%

BUILDING + PATIOS + CURB + IMPERVIOUS PARKING  
(PERVIOUS PARALLEL PARKING AND WALKS):  
3,996.89 S.F. + 389.56 S.F. + 144 S.F. + 1,104.02 S.F. = 5,647.47 S.F. / 36.03%

#### LOT 11

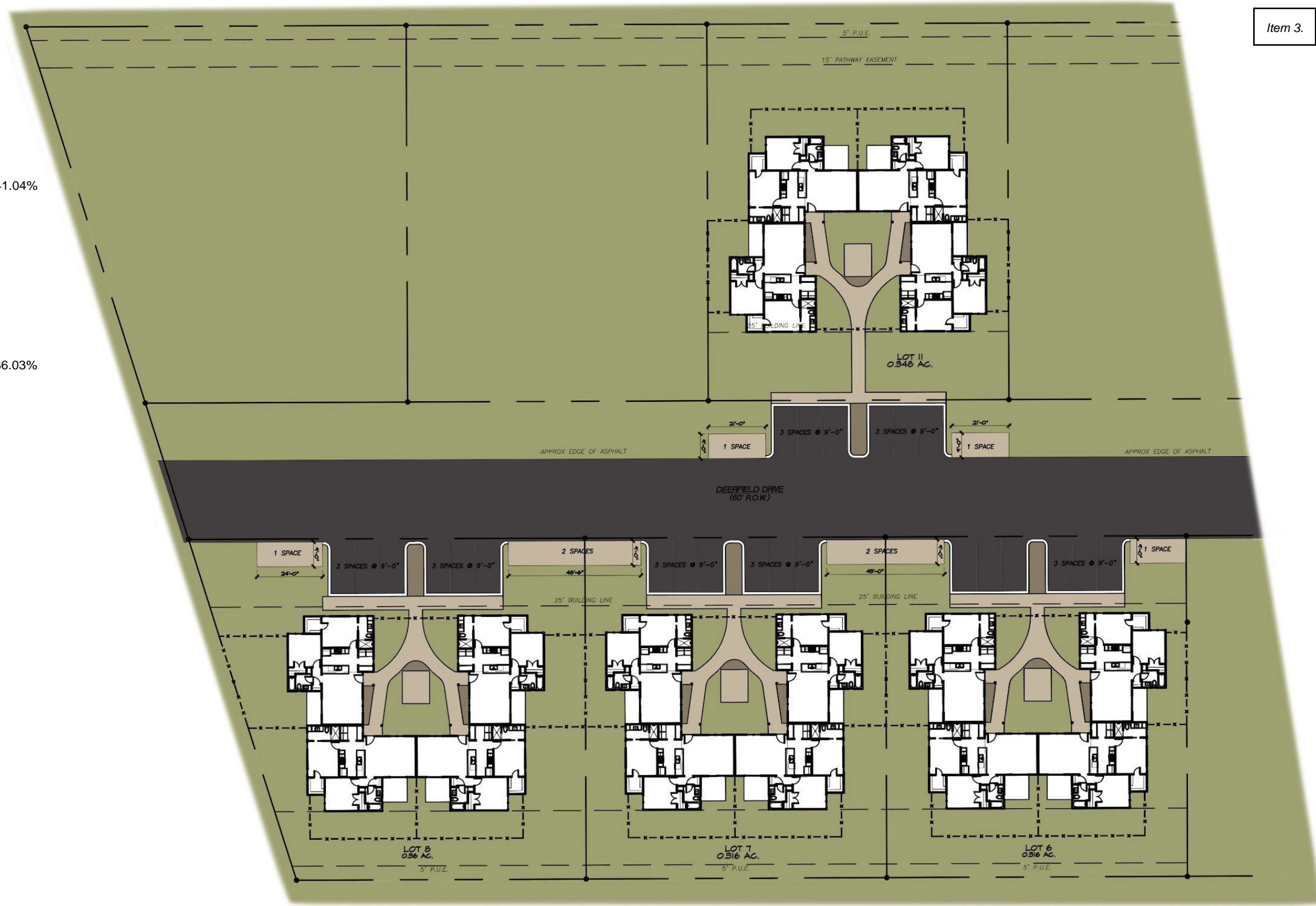
LOT: 0.348 ACRES / 15,172.30 S.F.  
GROSS BUILDING: 3,996.89 S.F. / 26.34%

BUILDING + PATIOS:  
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 28.91%

BUILDING + PATIOS (CURB IN ROW, IMPERVIOUS PARKING IN ROW,  
PERVIOUS PARALLEL PARKING AND WALKS):  
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 28.91%

### PARKING TABLE (PER LOT)

SIX (6) IMPERVIOUS SPACES  
TWO (2) PERVIOUS SPACES (CRUSHED GRANITE)



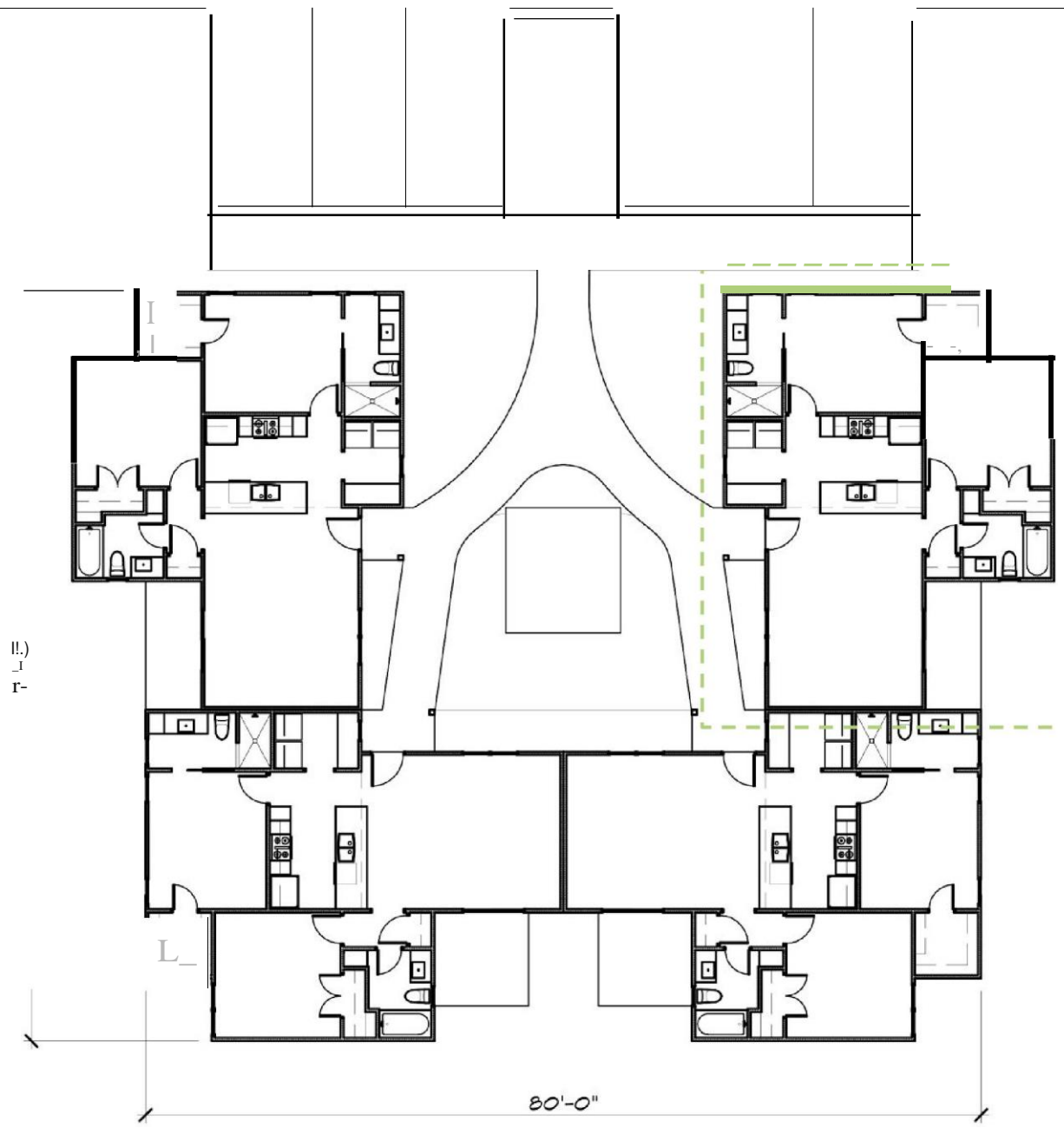
N  
SITE PLAN  
1" = 40'-0"

DEERFIELD COTTAGES

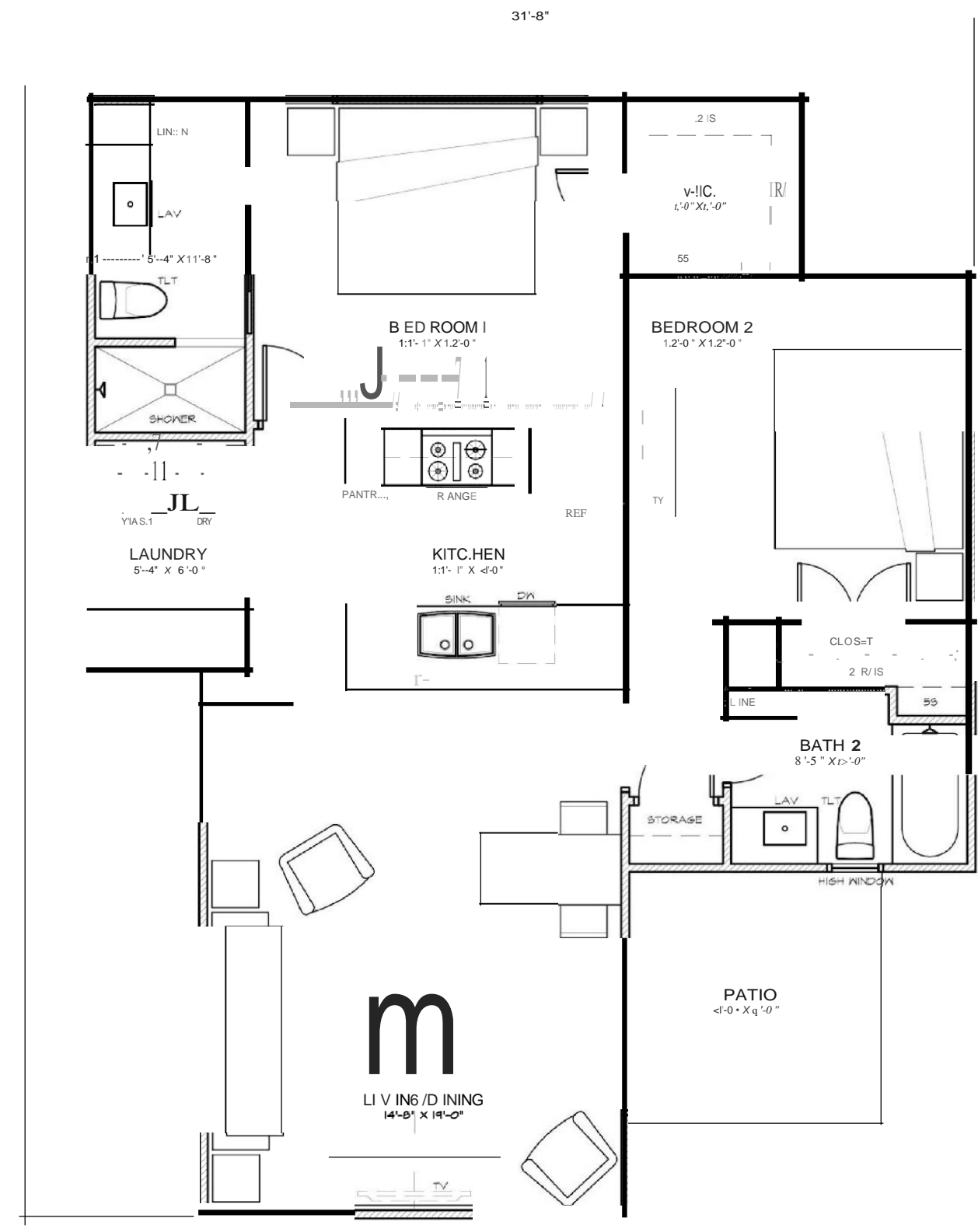
SCHEMATIC DESIGN  
AUGUST 2020

SITE PLAN





BUILDING PLAN  
1/16" = 1'-0"



UNIT PLAN - 999 SQUARE FEET  
3/16" = 1'-0"

DEERFIELD COTTAGES  
SCHEMATIC DESIGN  
JUNE 2020

FLOOR PLANS





FRONT



RIGHT SIDE



REAR



LEFT SIDE

DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

ELEVATIONS







DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

OVERALL SITE FROM NORTHWEST







DEERFIELD COTTAGES  
SCHEMATIC DESIGN  
JUNE 2020

TYPICAL BUILDING







DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

COURTYARD - ENTRY







DEERFIELD COTTAGES  
SCHEMATIC DESIGN  
JUNE 2020

COURTYARD - SHADE STRUCTURE







DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

COURTYARD - SHARED AREA

