

NOTICE OF PLANNING COMMISSION MEETING

NOTICE IS HEREBY GIVEN THAT THE PLANNING COMMISSION OF THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, WILL MEET IN REGULAR SESSION OPEN TO THE PUBLIC AS FOLLOWS:

DATE: Wednesday, February 17, 2016
TIME: 5:00 p.m.
PLACE: Rosenberg City Hall
City Hall Council Chamber
2110 4th Street
Rosenberg, Texas 77471
PURPOSE: Rosenberg Planning Commission Meeting

Call to order: Council Chamber

AGENDA

MINUTES

1. Consideration of and action on minutes of the Regular Planning Commission Meeting for January 20, 2016. (Janet Eder, Senior Administrative Specialist)

PUBLIC HEARINGS

2. Hold public hearing on a Preliminary Plat of Casa de Oraciones Place, a replat of 6.1444 acres (267,561 sq. ft.) of land being Lots 3, 4 and 5, Block 2, Montrose Acres, a subdivision in the City of Rosenberg, Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 196M Page 444-A of the Deed Records of Fort Bend and a 3.45 acre tract in Henry Scott League, Abstract No. 83, Fort Bend County, Texas; 1 block and 1 reserve. (Ian Knox, Planning Administrator)
3. Hold public hearing on a Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1, a subdivision of 0.181 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas, also being a Partial Replat of Bonbrook Plantation North Section Ten, being all of Lot 1, Block 3 as recorded in Plat No. 20140154 F.B.C.P.R.; 1 lot, 0 reserves and 0 blocks. (Ian Knox, Planning Administrator)

VARIANCE REQUESTS

4. Consideration of and action on a request for a Variance to the front building line requirement for Bonbrook Plantation North Section 10, Block 3, Lot 1 (9718 Emerald Briar Lane). (Travis Tanner, Executive Director of Community Development)

SUBDIVISION LAND PLANS AND PRELIMINARY PLATS

5. Consideration of and action on a Preliminary Plat of Bonbrook Plantation South Section Six, a subdivision of 38.477 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas; 70 lots, 8 reserves (17.532 acres) and 5 blocks. (Ian Knox, Planning Administrator)
6. Consideration of and action on a Preliminary Plat of Casa de Oraciones Place, a replat of 6.1444 acres (267,561 sq. ft.) of land being Lots 3, 4 and 5, Block 2, Montrose Acres, a subdivision in the City of Rosenberg, Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 196M Page 444-A of the Deed Records of Fort Bend and a 3.45 acre tract in Henry Scott League, Abstract No. 83, Fort Bend County, Texas; 1 block and 1 reserve. (Ian Knox, Planning Administrator)
7. Consideration of and action on a Preliminary Plat of Walnut Creek Benton Road Street Dedication and Reserve, being 1.8 +/- acres of land containing one reserve in one block, out of the Wiley Martin League, A-56, City of Rosenberg, Fort Bend County, Texas. (Ian Knox, Planning Administrator)
8. Consideration of and action on a Preliminary Plat of Walnut Creek Section Sixteen, being 16.4 +/- acres of land containing 53 lots (50' x 120' TYP.) and three reserves in three blocks, out of the Wiley Martin League, A-56, City of Rosenberg, Fort Bend County, Texas. (Ian Knox, Planning Administrator)

FINAL PLATS

9. Consideration of and action on a Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1, a subdivision of 0.181 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas, also being a Partial Replat of Bonbrook Plantation North Section Ten, being all of Lot 1, Block 3 as recorded in Plat No. 20140154 F.B.C.P.R.; 1 lot, 0 reserves and 1 block. (Ian Knox, Planning Administrator)

DISCUSSION AND OTHER ITEMS

10. Consideration of and action on a recommendation to City Council regarding a Development Agreement with B-BROOK LAND PARTNERS, L.P., a Texas limited partnership, and BEAZER HOMES TEXAS, L.P., a Texas limited partnership, in association with Fort Bend County Municipal Utility District No. 155 (Bonbrook Plantation). (Travis Tanner, Executive Director of Community Development)

11. Consideration of and action on requests for future Agenda items and staff report regarding the following (Travis Tanner, Executive Director of Community Development):
 - 2015 Residential Development Report;
 - Planning Department Website Revisions; and,
 - Code Review and Revisions update.

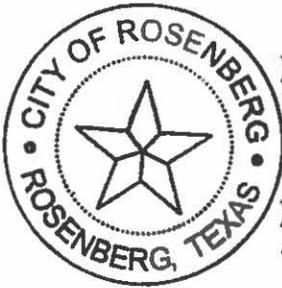
12. Announcements.

13. Adjournment.

The Planning Commission reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code, Section 551.071 (Consultation with Attorney).

[EXECUTION PAGE TO FOLLOW]

DATED AND POSTED this the 12th day of February 2016, at 8:00 a. m. by Anne Stark



Anne Stark / LC

Attest:
Linda Cernosek, TRMC, City Secretary

John Maresh
Approved for Posting:
John Maresh, Interim City Manager

Reasonable accommodation for the disabled attending this meeting will be available; persons with disabilities in need of special assistance at the meeting should contact the City Secretary at (832) 595-3340.

There may be a quorum of City Council Members attending this meeting.

ITEM 1

Minutes:

- 1. Regular Planning Commission Meeting Minutes for January 20, 2016**

PLANNING COMMISSION MEETING MINUTES

DRAFT

On this the 20th day of January 2016, the Planning Commission of the City of Rosenberg, Fort Bend County, Texas, met in a regular meeting at the Rosenberg City Hall Council Chamber, 2110 4th Street, Rosenberg, Texas 77471.

COMMISSIONERS PRESENT

Lester Phipps, Jr.	Planning Commission Vice Chairperson
Wayne Poldrack	Planning Commission Secretary
Sergio Villagomez	Planning Commissioner
Charlotte Davis	Planning Commissioner
Steven Monk	Planning Commissioner

NOT PRESENT

James Urbish	Planning Commission Chairperson
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STAFF PRESENT

Susan Euton	Councilor, District No. 2
Charles Kalkomey	City Engineer
Travis Tanner	Executive Director of Community Development
Janet Eder	Senior Administrative Specialist

OTHERS PRESENT

Matthew J. Vrugink	Ojala Partners, LP (Summer Park Planned Multi-Family Development)
Marissa Shasteen	1421 5 th Street, Rosenberg, Texas (Variance Request)
Michael A. Malcolm-Hicks	Miller & Associates (Greenwood Commercial Replat)
George Villareal	Villa Construction (Jones Meadow Replat)

CALL TO ORDER

Vice Chairperson Phipps called the meeting to order at 5:00 p.m.

AGENDA

1. CONSIDERATION OF AND ACTION ON MINUTES OF THE REGULAR PLANNING COMMISSION MEETING OF DECEMBER 16, 2015.

Action Taken: Commissioner Villagomez moved, seconded by Commissioner Davis to approve the minutes of the Regular Planning Commission Meeting of December 16, 2015 as presented. The motion carried unanimously by those present.

2. HOLD PUBLIC HEARING ON FINAL PLAT OF JONES MEADOW REPLAT, A SUBDIVISION OF A 0.752 ACRE TRACT BEING A REPLAT OF JONES MEADOW SUBDIVISION RECORDED IN FILM CODE NO. 20050149, F.B.C.M.R. IN THE JAMES LOWERY 1/3 LEAGUE, ABSTRACT NO. 275, CITY OF ROSENBERG, FORT BEND COUNTY; TEXAS; 3 LOTS, 1 BLOCK AND NO RESERVES.

Executive Summary: The purpose of this Agenda item is to hold a public hearing on the Final Plat of Jones Meadow Replat. The Plat consists of 0.752 acres and 3 lots, 1 block and no reserves located at the northwest corner of Airport Avenue and Jones Street, within the City Limits.

The subject property was originally platted as Jones Meadow in 2005 (attached for review). The proposed replat would change the number of lots from four (4) to three (3) for the development of duplexes.

Because this is a replat of a previous subdivision, a public hearing is required per state law and per the City's "Subdivision" Ordinance. Additionally, notice of the hearing was published in the newspaper and sent to the property owner before the 15th day before the date of this hearing per state law. Staff recommends holding the hearing prior to the Planning Commission taking action on the plat in a subsequent Agenda item.

Key Discussion

- Mr. Tanner presented the item and reviewed the Executive Summary.

Vice Chairperson Phipps opened the public hearing at 5:00 p.m. After three calls for speakers, no one came forward. Vice Chairperson Phipps closed the public hearing at 5:01 p.m.

3. CONSIDERATION OF AND ACTION ON A VARIANCE REQUEST FOR A RESIDENTIAL ADDITION LOCATED AT 1421 5TH STREET (TINKER ADDITION, BLOCK 26, LOT 6).

Executive Summary: A Variance Request has been submitted for a proposed residential addition at 1421 5th Street. An aerial map of the property, application materials, and photos are attached for review. The property is located at the northeast corner of 5th Street and Avenue M.

The subdivision in which the subject property is located was platted in 1908. It does not appear to have any platted building lines or setbacks. The current "Subdivision" Ordinance (Code of Ordinances, Ch. 25, Sec. 25-68), however, requires a 15' side building line on corner single-family residential lots that side upon minor streets. This requirement appears to have been in place since 2005 and, to staff's knowledge, has been enforced consistently since that time.

In this case, the applicant has proposed to build an addition over the required setback of fifteen feet (15') from the Avenue M right-of-way. The existing building already encroaches into the required setback due to being constructed in 1920 (per Fort Bend Central Appraisal District records), but the addition would increase the extent to which it encroaches in the setback.

Variances must be evaluated by the Planning Commission based on the four (4) criteria outlined in the Code (Sec. 25-8). Following is staff's analysis of each of the criteria:

(1) There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land;

Staff cannot identify any special circumstances or conditions affecting the land involved as it relates to the specific proposed addition and variance. The existing subdivision and house pre-date current City ordinances, so their nonconformity should be allowed to stand. However, the addition/variance would increase the nonconformity.

(2) The granting of the variance will not be detrimental to the public safety or welfare, or injurious to other property in the area;

Staff cannot identify any safety concerns or specific negative impacts associated with this request, other than potentially setting a precedent for future building lines.

(3) The granting of the variance will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this chapter; and

The granting of the variance should not prevent orderly subdivisions in the area. New subdivisions are viewed differently from older subdivisions with lesser or nonexistent building lines in that they are required to have building lines in accordance with current City codes.

(4) A more appropriate design solution exists which is not currently allowed in this chapter.

It is possible that a more appropriate design solution exists, such as placing an addition in an area not currently affected by the required setbacks; however there is a small number of similar expansions in this subdivision.

Staff recommends that Planning Commission review the request, determine if it conforms to the criteria for a variance, and make a recommendation to City Council.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Mrs. Marissa Shasteen, 1421 5th Street, Rosenberg, Texas, presented her Variance Request for a proposed residential addition at 1421 5th Street.
- Mrs. Shasteen stated that her home was built in 1898. The reason for submitting the Variance Request was to build an addition to the existing home to be used as walk-in closet. The addition would also help eliminate the noise from traffic in the area. Mrs. Shasteen explained that her husband suffers from Alzheimer's and the addition would benefit his well-being. The proposed addition would be built inside

- the fence and it would include a hip roof designed to match the existing home.
- Mrs. Shasteen stated that the existing encroachments were prior to her ownership.
- Vice Chairperson Phipps inquired if the addition was going to be strictly a closet.
- Mrs. Shasteen replied that the addition was.
- Vice Chairperson Phipps inquired if the closet could have been added to the rear of the home instead.
- Mrs. Shasteen replied that a bathroom is located at the rear of the home, and adding a closet off this area of the home would be more difficult and more expensive due to the location of the plumbing.
- Mr. Tanner stated that there is a five (5) foot setback from the structure, and this addition would extend it to approximately seven (7) feet further than the existing five (5) foot encroachment. The addition, however, would not extend into the right-of-way. Approximately three to five feet will remain from the property line.
- Councilor Euton inquired if the garage was on the property line.
- Mr. Tanner replied that it was, or it was very close to the property line.
- Commissioner Poldrack inquired about the number of windows that would be covered.
- Mrs. Shasteen replied that only one (1) window would be covered.
- Commissioner Poldrack inquired about the type of construction materials to be used, the roof line and the dormer.
- Mrs. Shasteen explained that the addition would match as closely as possible to the existing style of the home.
- Commissioner Poldrack inquired about the space in-between the curb and the sidewalk.
- Mr. Tanner replied that there was an eighty (80') right-of-way.
- Commissioner Villagomez complimented Mrs. Shasteen on her proposed improvements.
- Commissioner Poldrack complimented Mrs. Shasteen on recognizing the rules and regulations set forth by the City.
- Mr. Tanner stated that the City has been working with a consultant on obtaining a more relaxed setback standard in regard to older subdivisions in the City. There has been some discussion about obtaining administrative approval for a setback deviation in older parts of town with existing nonconformities, as opposed to going through the variance application process.

Action taken: Commissioner Villagomez moved, seconded by Commissioner Poldrack to recommend approval to City Council of the Variance Request for a residential addition located at 1421 5th Street (Tinker Addition, Block 26, and Lot 6). The motion carried unanimously by those present.

4. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF GREENWOOD COMMERCIAL SUBDIVISION SECTION THREE REPLAT NO. 1, A SUBDIVISION OF 6.986 ACRES OF LAND BEING A PARTIAL REPLAT OF RESERVE "A" OF GREENWOOD COMMERCIAL SUBDIVISION SECTION THREE, AS RECORDED IN SLIDE NO. 2469A OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS, BEING IN THE JAMES LOWERY SURVEY, ABSTRACT NO. 275, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 5 RESERVES AND 1 BLOCK.

Executive Summary: The Final Plat of Greenwood Commercial Subdivision Section Three Replat No. 1 consists of 6.986 acres, and is a partial replat of Reserve "A" of Greenwood Commercial Subdivision Section Three, located at the northwest corner of Reading Road and FM 2218.

Greenwood Commercial Subdivision Section Three was platted in 2003 with the subject property being one (1) commercial reserve (Reserve "A"). The owner/applicant wishes to plat or subdivide the original Reserve "A" into five (5) reserves, providing for access and utilities to each of the proposed reserves. The plat includes some private utilities for which there must be a recorded agreement to ensure future maintenance. A public hearing was previously held on September 16, 2015, pursuant to state law and the City's "Subdivision" Ordinance regarding replats.

Based on the scope of the development, a traffic impact analysis (TIA) was previously submitted for the City Engineer's review. In particular there is a proposed second curb cut off of Reading Road southeast of the existing median opening. The City's review of the TIA determined that a second curb cut would be permitted on Reading Road, provided it is a right-in only with a dedicated right turn lane. Plans for the turn lane must be approved prior to Final Plat approval by City Council.

The Planning Commission approved the Preliminary Plat of Greenwood Commercial Subdivision Section Three Replat No. 1 on September 16, 2015 following the aforementioned public hearing. Seeing no conflicts with applicable regulations, and with the proposed Final Plat being consistent with the approved Preliminary Plat, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of Greenwood Commercial Subdivision

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.

Action Taken: Commissioner Villagomez moved, seconded by Commissioner Davis to recommend approval to City Council of the Final Plat of Greenwood Commercial Subdivision Section Three Replat No., a subdivision of 6.986 acres of land being a partial replat of Reserve "A" of Greenwood Commercial Subdivision Section Three, as recorded in Slide No. 2469A of the Plat Records of Fort Bend County, Texas, being in the James Lowery Survey, Abstract No. 275, City of Rosenberg, Fort Bend County, Texas; 5 reserves and 1 block. The motion carried unanimously by those present.

5. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF JONES MEADOW REPLAT, A SUBDIVISION OF A 0.752 ACRE TRACT BEING A REPLAT OF JONES MEADOW SUBDIVISION RECORDED IN FILM CODE NO. 20050149, F.B.C.M.R. IN THE JAMES LOWERY 1/3 LEAGUE, ABSTRACT NO. 275, CITY OF ROSENBERG, FORT BEND COUNTY; TEXAS; 3 LOTS, 1 BLOCK AND NO RESERVES.

Executive Summary: As discussed in Agenda Item No. 2, the Final Plat of Jones Meadow consists of 0.752 acres located at the northwest corner of Airport Avenue and Jones Street, within the City Limits. The subject property was originally platted as Jones Meadow in 2005 (attached for review). Jones Meadow is a single-family residential subdivision consisting of four (4) lots. The owner wishes to replat the property into three (3) duplex lots.

The proposed plat meets the "Subdivision" Ordinance requirements pursuant to Section 25-114 related to duplex subdivisions. This section of the ordinance essentially requires minimum eight-thousand (8,000) square foot lots, eighty (80) feet in width, as well as building line and other requirements with which the proposed plat complies.

The Planning Commission approved the Preliminary Plat of Jones Meadow Replat on December 16, 2015. Seeing no conflicts with applicable regulations, and with the proposed Final Plat being consistent with the approved Preliminary Plat, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of Jones Meadow Replat.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Mr. Tanner stated that the developer has submitted infrastructure plans to the City, and is waiting on final approval before beginning construction. A sanitary sewer line must be extended to plat the property as proposed.

Action Taken: Commissioner Villagomez moved, seconded by Commissioner Poldrack, to recommend approval to City Council of the Final Plat of Jones Meadow Replat, a subdivision of a 0.752 acre tract being a replat of Jones Meadow Subdivision recorded in Film Code No. 20050149, F.B.C.M.R. in the James Lowery 1/3 League, Abstract No. 275, City of Rosenberg, Fort Bend County; Texas; 3 lots, 1 block and no reserves. The motion carried unanimously by those present.

6. REVIEW AND DISCUSS A PRESENTATION BY OJALA PARTNERS, LP, REGARDING SUMMER PARK PLANNED MULTI-FAMILY DEVELOPMENT, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: Ojala Partners, LP, has requested the opportunity to be placed on a Planning Commission and City Council agenda to discuss a proposed "tax credit," multi-family residential development in Summer Park (MUD No. 144). Staff is told that the tax credit program requires a resolution of support from City Council.

This being a development-related issue, staff thought it would be appropriate if it first came to the Planning Commission to gain additional input before taking it to City Council. Tract #85 (11.88 acres) in the attached aerial overview map shows the location of the subject property.

It should be noted that Summer Park/Lakes is part of an approved Planned Unit Development (PUD) and multi-family is already an allowed use on the subject property. However, any multi-family developments must meet requirements per the PUD. The PUD requirements are attached for review and have a number of standards related to multi-family (e.g., 21 units per acre, 3 stories, 80% masonry construction).

The purpose of this Agenda item is for the applicant to present the project and gain feedback from the Commission, as they have requested, before going any further (i.e., City Council agenda). A detailed site plan has not been submitted at this time, so staff has not had the opportunity to fully review the project.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Mr. Matthew J. Vrugink, Ojala Partners, LP, gave an informal introduction of the Summer Park Planned Multi-Family Development.
- Mr. Vrugink proposed a multi-family development on approximately 6 acres, including 120 units with 80% masonry construction, similar to that of Summer Park PUD. The multi-family development would include amenities such as a clubhouse, dog park and swimming pool.
- Mr. Vrugink stated that Ojala Partners, LP, received a letter of support for the proposed project from Representative Phil Stevenson.
- Vice Chairperson Phipps inquired about the start date.
- Mr. Vrugink replied that Ojala Partners, LP, anticipates a start date of twelve to fourteen months from today, depending on plan approval.
- Commissioner Poldrack inquired about the apartment mix.
- Mr. Vrugink replied that 50% of the units include two-bedrooms, and the other 50% include one-bedroom and three bedroom units.
- Commissioner Poldrack inquired about the distribution of the \$2-million tax revenue.
- Mr. Vrugink replied that the \$2-million tax revenue included all entities.
- Commissioner Poldrack inquired about enhancing the standards of the development.
- Mr. Vrugink replied Ojala Partners, LP, would follow the current development standards.
- Commissioner Poldrack inquired about income assistance programs and rent adjustments.
- Mr. Vrugink replied that the development does not plan to offer tenant assistance.
- Commissioner Poldrack inquired about the market analysis of apartments in the area.
- Mr. Vrugink stated that a demand for additional housing has increased in Fort Bend County as a result of employment generated by the Brazos Town Center development.
- Commissioner Villagomez inquired about property maintenance of the development.
- Mr. Vrugink replied that Ojala Partners, LP, is privately owned, and that they would take full responsibility for maintaining the property to a specific set of standards.
- Commissioner Poldrack inquired about the tax credit program and expressed concerns regarding the currently relatively high percentage of multi-family and rental housing in Rosenberg, and that this development would add to it.
- Mr. Vrugink commented on the tax credit program.

No action was taken.

7. CONSIDERATION OF AND ACTION ON REQUESTS FOR FUTURE AGENDA ITEMS.

Executive Summary: This item allows the Planning Commission the opportunity to request that items be placed on future agendas.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Mr. Tanner stated that future agenda items would include addressing older properties setback issues and that it is currently being worked on by staff and a consultant.

No action was taken.

8. ANNOUNCEMENTS.

There were no announcements.

9. ADJOURNMENT.

There being no further business, Vice Chairperson Phipps adjourned the Rosenberg Planning Commission meeting at 5:45 p.m.

Janet Eder
Senior Administrative Specialist



PLANNING COMMISSION COMMUNICATION

February 17, 2016

ITEM #	ITEM TITLE
2	Public Hearing on Preliminary Plat of Casa de Oraciones Place

MOTION

Hold public hearing on a Preliminary Plat of Casa de Oraciones Place, a replat of 6.1444 acres (267,561 sq. ft.) of land being Lots 3, 4 and 5, Block 2, Montrose Acres, a subdivision in the City of Rosenberg, Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 196M Page 444-A of the Deed Records of Fort Bend and a 3.45 acre tract in Henry Scott League, Abstract No. 83, Fort Bend County, Texas; 1 block and 1 reserve.

RECOMMENDATION

Staff recommends that the public hearing be held.

MUD #	City/ETJ	ELECTION DISTRICT
N/A	City	2

SUPPORTING DOCUMENTS:

1. Preliminary Plat of Casa de Oraciones Place
2. Vicinity Map

APPROVAL

Submitted by:

Ian Knox
Planning Administrator

Reviewed by:

Executive Director of Community Development *TLT*

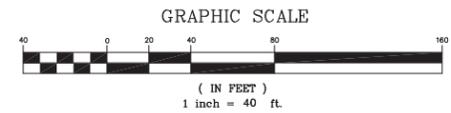
City Engineer *OK*

EXECUTIVE SUMMARY

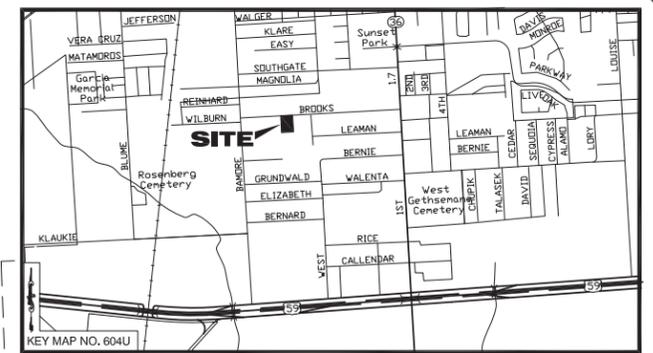
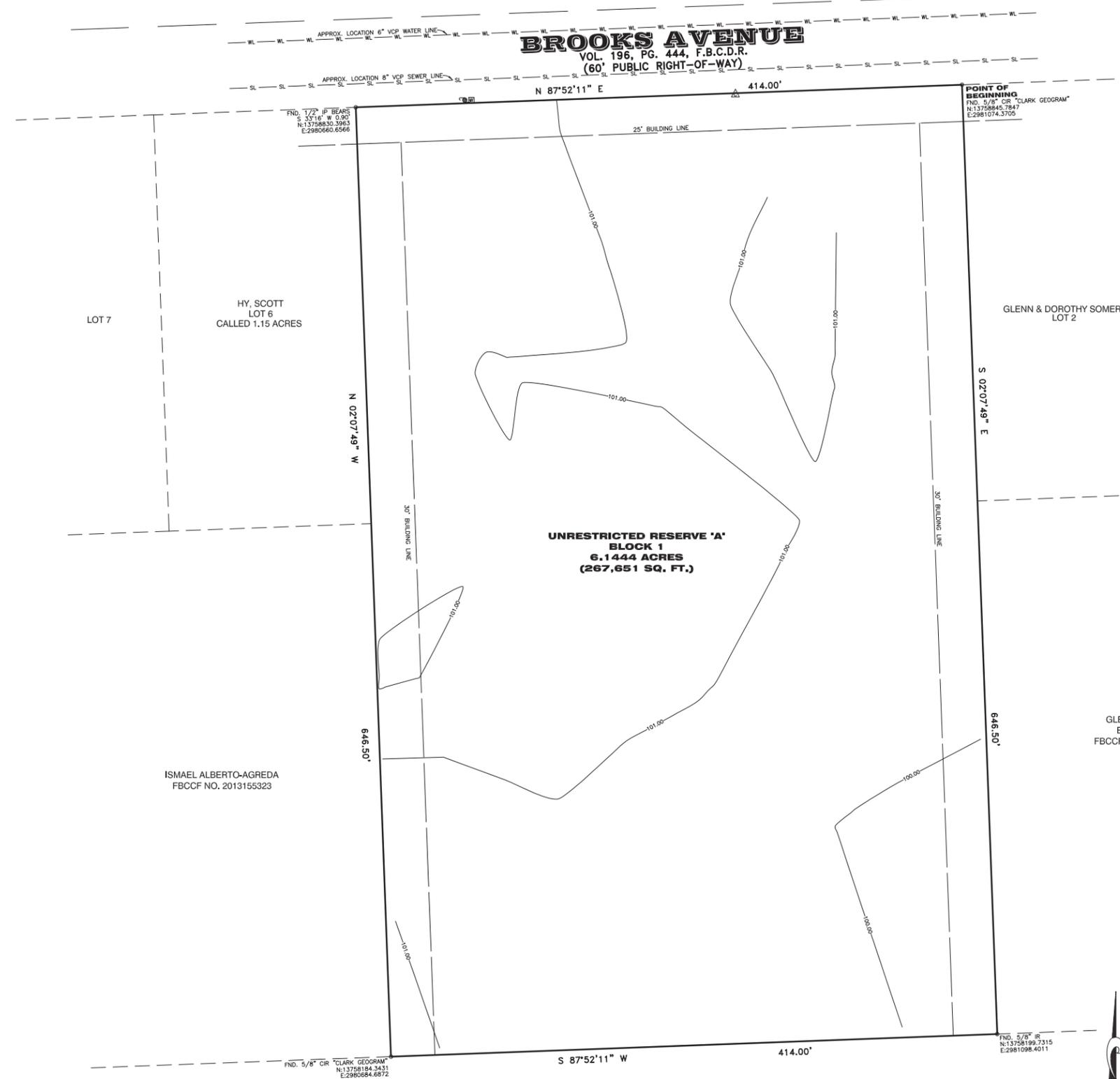
The purpose of this agenda item is to hold a Public Hearing on the Preliminary Plat of Casa de Oraciones Place. This replat consists of approximately 6.1444 acres located on the south side of Brooks Avenue, between 1st Street and Bamore Road, within the City Limits.

The north half of the requested replat was originally platted as Montrose Acres, Block 2, Lots 3 through 5, while the south half is 3.44 acres of unplatted property. The owner wishes to combine the properties into one for the purpose of building a church.

Because this is a replat of a previous subdivision, a Public Hearing is required per State law and the City's "Subdivision" Ordinance. Staff recommends holding the hearing prior to the Planning Commission taking action on the plat in a subsequent Agenda item.



BROOKS AVENUE
VOL. 196, PG. 444, F.B.C.D.R.
(60' PUBLIC RIGHT-OF-WAY)



- LEGEND:**
- SQ. FT. - SQUARE FEET
 - ESMT. - EASEMENT
 - B.L. - BUILDING LINE
 - G.B.L. - GARAGE BUILDING LINE
 - U.E. - UTILITY EASEMENT
 - A.E. - AERIAL EASEMENT
 - R.O.W. - RIGHT OF WAY
 - F.B.C.C.F. - FORT BEND COUNTY CLERKS FILE
 - F.B.C.D.R. - FORT BEND COUNTY DEED RECORDS
 - F.B.C.M.R. - FORT BEND COUNTY MAP RECORDS
 - VOL. - VOLUME
 - PG. - PAGE
 - CIR - CAPPED IRON ROD
 - *STS* - STAMPED SOUTH TEXAS SURVEYING
 - ⊙ - SERVICE POLE
 - ⊕ - UNDERGROUND CABLE MARKER
 - ⊗ - WATER METER
 - SL - SEWER LINE
 - WL - WATER LINE

GLENN D. SOMER
ET UX, ET AL
FBCCF NO. 2004001270

**PRELIMINARY PLAT
OF
CASA DE ORACIONES PLACE**
1 BLOCK, 1 RESERVE

A REPLAT OF 6.1444 ACRES (267,651 SQ.FT) OF LAND BEING LOTS 3, 4 & 5, BLOCK 2, MONTROSE ACRES, A SUBDIVISION IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 196M PAGE 444-A OF THE DEED RECORDS OF FORT BEND AND 3.45 ACRE TRACT IN HENRY SCOTT LEAGUE, ABSTRACT NO. 83, FORT BEND COUNTY, TEXAS.

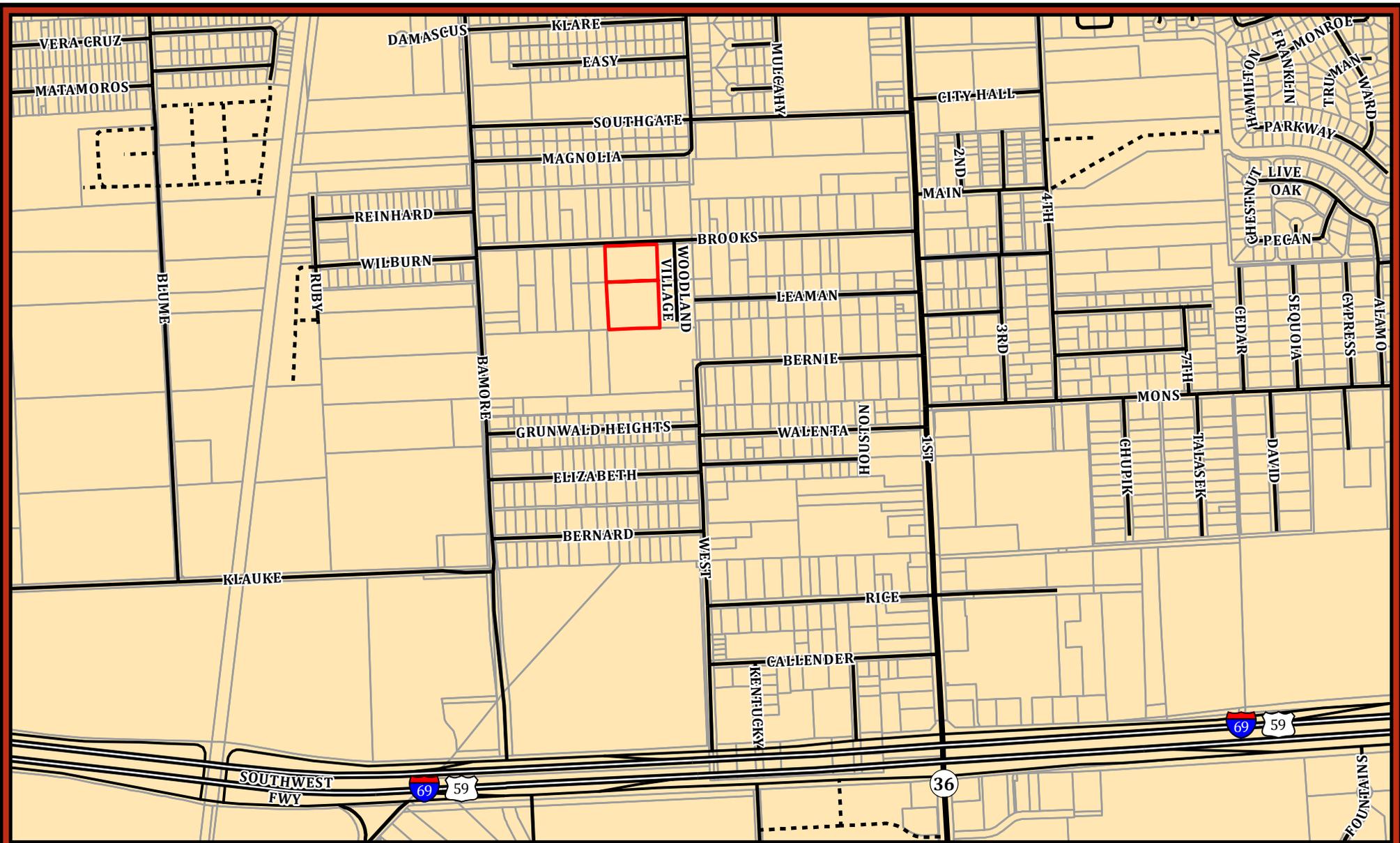
REASON FOR REPLAT:
TO CREATE ONE UNRESTRICTED RESERVE
SCALE: 1" = 40' DATE: 02/02/2016

OWNER: CASA DE ORACION
ADDRESS: 5821 WALID LANE
ROSENBERG, TEXAS 77471
PHONE: 832-661-3257

19.36 ACRES
TROY E. NEHLS AND JILL ANN NEHLS
FBCCF NO. 2014024256

ISMAEL ALBERTO-AGREDA
FBCCF NO. 2013155323

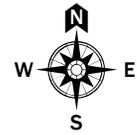
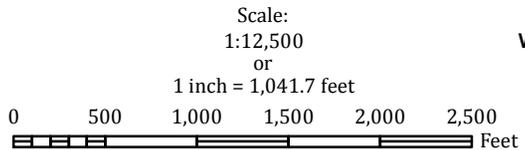
SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281-556-6918 FAX 281-556-9331
Firm Number: 10045400



**Preliminary Plat of Casa de Oraciones Place Replat
City of Rosenberg, Texas**

-  Interstate
-  US Highway
-  State Highway
-  Public Road
-  Private Road
-  Railroad
-  Brazos River
-  Rosenberg City Limits
-  Rosenberg ETJ

The 2014 Aerial Imagery Data is the sole property of Houston-Galveston Area Council, which reserves all rights thereto. Use or reproduction of this data is strictly prohibited absent written consent from the Houston-Galveston Area Council, which may be contacted at www.h-gac.com.



Created by: City of Rosenberg Planning - Ian Knox
Date Created: January 28, 2016
Original Size: 8.5" x 11"
R:\Maps\Templates\8_5x11_Landscape.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of geographic features.





PLANNING COMMISSION COMMUNICATION

February 17, 2016

ITEM #	ITEM TITLE
3	Public Hearing on Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1

MOTION

Hold public hearing on a Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1, a subdivision of 0.181 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas, also being a Partial Replat of Bonbrook Plantation North Section Ten, being all of Lot 1, Block 3 as recorded in Plat No. 20140154 F.B.C.P.R.; 1 lot, 0 reserves and 0 blocks.

RECOMMENDATION

Staff recommends that the public hearing be held.

MUD #	City/ETJ	ELECTION DISTRICT
155 (Bonbrook Plantation)	ETJ	N/A

SUPPORTING DOCUMENTS:

1. Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1
2. Third Revised Land Plan for Bonbrook Plantation – 8-20-14
3. Vicinity Map
4. Public Hearing Notice

APPROVAL

Submitted by:

Ian Knox
Planning Administrator

Reviewed by:

- Executive Director of Community Development *TLT*
- City Engineer *CK*

EXECUTIVE SUMMARY

The purpose of this agenda item is to hold a Public Hearing on the Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1. The Plat consists of 0.181 acres, includes the replatting of Lot 1, Block 3 of Bonbrook Plantation North Section Ten, and is located at 9718 Emerald Briar Lane. The purpose of the replat is to establish dual twenty-four (24) foot and twenty-five (25) foot building lines. The twenty-four foot front building line is exclusively for the life of the current structure, which was built by mistake across the current building line by approximately 0.5'. The subject property was originally platted as part of Bonbrook Plantation North Section Ten and only included a twenty-five (25) foot building line.

Because this is a replat of a previous subdivision, a Public Hearing is required per State law and per the City's "Subdivision" Ordinance. Additionally, notice of the hearing was published in the newspaper and sent to surrounding property owners before the 15th day before the date of this hearing per State law. Staff recommends holding the hearing prior to the Planning Commission taking action on the plat in a subsequent Agenda item.

STATE OF TEXAS
COUNTY OF FORT BEND

WE, BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, ACTING BY AND THROUGH BRUCE CRAIG, DIVISION PRESIDENT AND GREG COLEMAN, AUTHORIZED AGENT, OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, OWNERS OF THE 0.181 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF BONBROOK PLANTATION NORTH SECTION TEN PARTIAL REPLAT NO. 1, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'6") FOR FOURTEEN FEET (14'0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'0") FOR TEN FEET (10'0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8'0") FOR FOURTEEN FEET (14'0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'0") FOR SIXTEEN FEET (16'0") BACK-TO-BACKGROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30'0") IN WIDTH.

FURTHER, WE DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, WE DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, WE DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS," AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS COURT ON MARCH 23, 2004, AND ANY SUBSEQUENT AMENDMENTS.

FURTHER, OWNERS HEREBY CERTIFY THAT THIS REPLAT DOES NOT ATTEMPT TO ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS.

FURTHER, WE DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS," AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS COURT ON MARCH 23, 2004, AND ANY SUBSEQUENT AMENDMENTS.

IN TESTIMONY WHEREOF, BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS GENERAL PARTNER, BY BRUCE CRAIG, DIVISION PRESIDENT, HEREUNTO AUTHORIZED, BY ITS AUTHORIZED AGENT, GREG COLEMAN, AND ITS COMMON SEAL HEREUNTO AFFIXED

THIS _____ DAY OF _____, 2016.

BEAZER HOMES TEXAS, L.P.,
A DELAWARE LIMITED PARTNERSHIP

BY: BEAZER HOMES TEXAS HOLDINGS, INC.
GENERAL PARTNER

BY: BRUCE CRAIG, DIVISION PRESIDENT

ATTEST: GREG COLEMAN, AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRUCE CRAIG, DIVISION PRESIDENT OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GREG COLEMAN, AUTHORIZED AGENT OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, GARY D. NUTTER, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLES POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTHS (5/8) INCH WITH PLASTIC CAP MARKED "LJA ENG" AND A LENGTH OF NOT LESS THAN THREE (3) FEET (SEE NOTE 11).

GARY D. NUTTER, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5659

THIS IS TO CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BONBROOK PLANTATION NORTH SECTION TEN PARTIAL REPLAT NO. 1 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT

THIS _____ DAY OF _____, 2016.

JAMES URBISH, CHAIRMAN

WAYNE POLDRACK, SECRETARY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BONBROOK PLANTATION NORTH SECTION TEN PARTIAL REPLAT NO. 1 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT

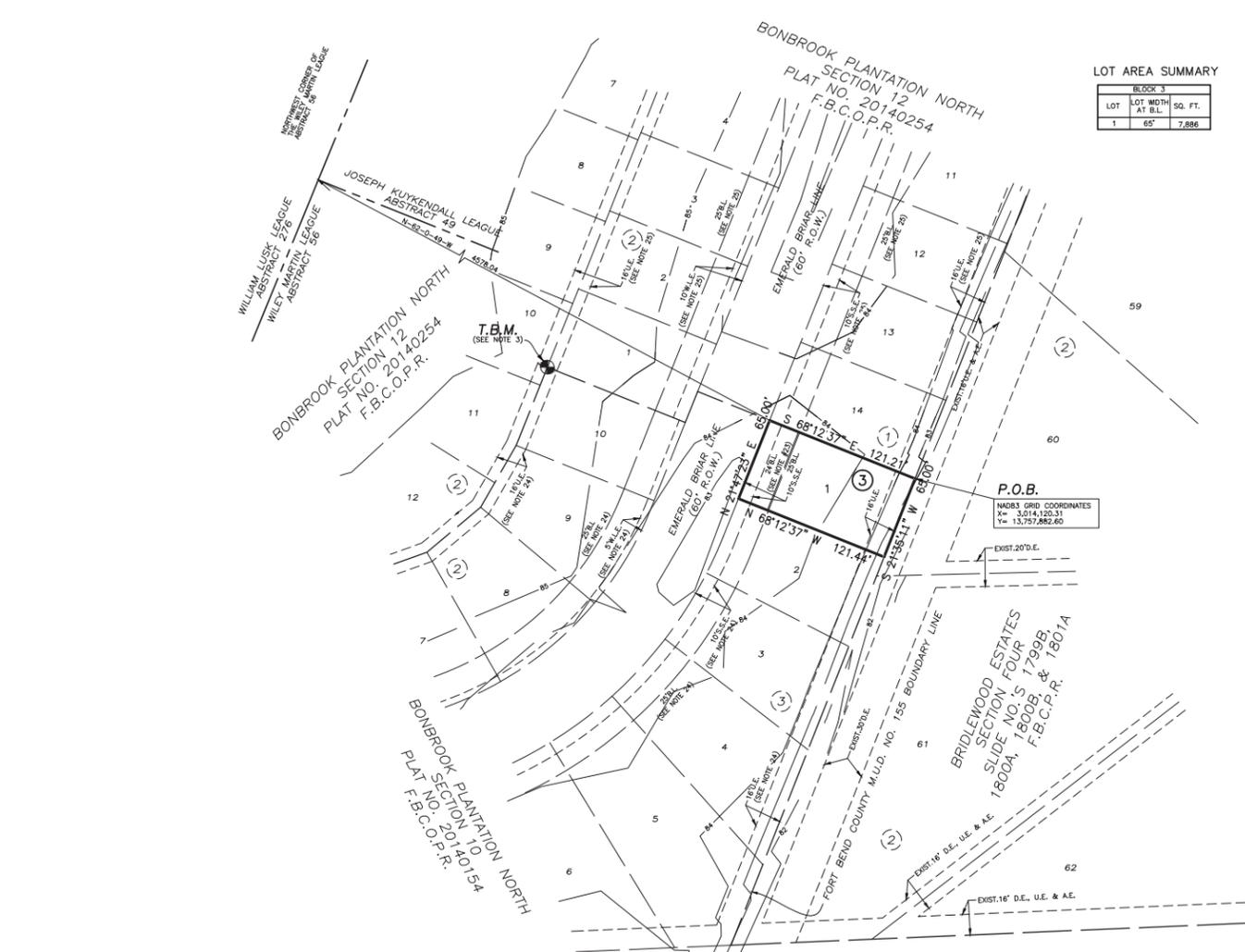
THIS _____ DAY OF _____, 2016.

CYNTHIA A. McCONATHY, MAYOR

LINDA CERNOSEK, CITY SECRETARY

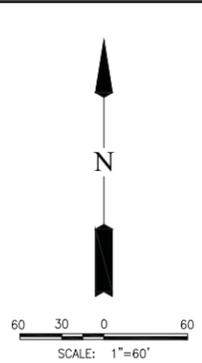
I, MICHAEL WANG, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

MICHAEL WANG, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 92053



LOT AREA SUMMARY

LOT	LOT WIDTH AT B.L.	SQ. FT.
1	65'	7,886



I, RICHARD W. STOLLEIS, FORT BEND COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONERS' COURT. HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

RICHARD W. STOLLEIS, P.E.
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, THIS _____ DAY OF _____, 2016.

RICHARD MORRISON, PRECINCT 1, COUNTY COMMISSIONER
GRADY PRESTAGE, PRECINCT 2, COUNTY COMMISSIONER

ROBERT E. HEBERT, COUNTY JUDGE

W. A. (ANDY) MEYERS, PRECINCT 3, COUNTY COMMISSIONER
JAMES PATTERSON, PRECINCT 4, COUNTY COMMISSIONER

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2016 AT _____ O'CLOCK _____ M. IN PLAT NUMBER _____ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

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

LAURA RICHARD, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: _____
DEPUTY

BONBROOK PLANTATION NORTH SECTION TEN PARTIAL REPLAT NO. 1

A SUBDIVISION OF 0.181 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, FORT BEND COUNTY, TEXAS. ALSO BEING A PARTIAL REPLAT OF BONBROOK PLANTATION NORTH SECTION TEN, BEING ALL OF LOT 1, BLOCK 3 AS RECORDED IN PLAT NO. 20140154, F.B.C.P.R.

REASON FOR REPLAT: TO CREATE A DUAL FRONT BUILDING LINE

1 LOT 0 RESERVES 1 BLOCK

FEBRUARY 02, 2016 JOB NO. 1406-4210-310

OWNERS:
BEAZER HOMES TEXAS, L.P.
BY: BEAZER HOMES TEXAS HOLDINGS, INC.
BRUCE CRAIG, DIVISION PRESIDENT
10235 WEST LITTLE YORK, SUITE 200, HOUSTON, TEXAS 77040
PH. (281) 560-8661

ENGINEER:

LJA Engineering, Inc.
2929 Bnarpark Drive Suite 600 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026 FRN - F:1396 T.B.P.L.S. Firm No. 10110501

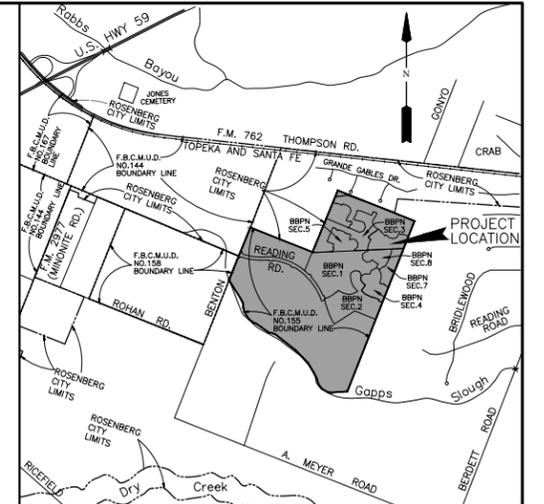
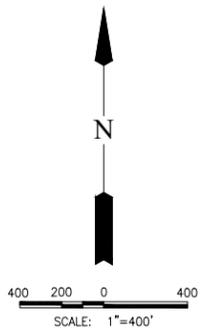
GARY D. NUTTER REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 5659

MICHAEL WANG LICENSED PROFESSIONAL ENGINEER, TEXAS REGISTRATION NO. 92053

NOTES:

- B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; D.E. INDICATES DRAINAGE EASEMENT; S.T.S.E. INDICATES STORM SEWER EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; A.E. INDICATES AERIAL EASEMENT; T.B.M. INDICATES TEMPORARY BENCHMARK; F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS; F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS; F.B.C.O.P.R. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS; VOL. INDICATES VOLUME; PG. INDICATES PAGE; EXIST. INDICATES EXISTING.
- BENCHMARK: A BRASS DISK STAMPED K-1219, SET IN A CONCRETE HEADWALL LOCATED IN FORT BEND COUNTY, 0.15 MILE SOUTH OF THE INTERSECTION OF STATE HIGHWAY 36 AND MEYER ROAD, SET IN THE TOP OF A CONCRETE HEADWALL AND 1.7 FEET SOUTH OF THE NORTH END OF THE EAST CONCRETE HEADWALL OF A CULVERT, 24 FEET EAST OF THE CENTERLINE OF STATE HIGHWAY 36, AND LEVEL WITH THE HIGHWAYS SURFACE.
ELEV.= 91.69 NAVD88 (1991 ADJ.)
- T.B.M.- INDICATES TEMPORARY BENCHMARK: SET 5/8 INCH IRON ROD WITH CAP MARKED "LJA ENG" SET AT THE NORTHERN MOST CORNER OF BONBROOK PLANTATION SECTION TEN, SAID POINT ALSO BEING THE NORTHERN MOST CORNER OF LOT 10, BLOCK 2 OF SAID BONBROOK PLANTATION SECTION TEN.
- ELEVATIONS USED FOR DELINEATING CONTOUR LINES ARE BASED UPON U.S.C. & G.S. DATUM, NAVD-88 (1991 ADJ.)
- THIS PLAT WAS PREPARED TO MEET CITY OF ROSENBERG AND FORT BEND COUNTY REQUIREMENTS.
- THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY STEWART TITLE COMPANY, FILE NO. 1690009CPL, DATED JANUARY 20, 2016. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY MUNICIPAL DISTRICT NO. 155, FORT BEND SUBSIDENCE DISTRICT, LAMAR CONSOLIDATED I.S.D., FORT BEND COUNTY DRAINAGE DISTRICT, THE ETJ OF THE CITY OF ROSENBERG AND FORT BEND COUNTY.
- THIS SUBDIVISION LIES WITHIN UNSHADED ZONE X AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 48157 0105L, REVISED APRIL 2, 2014, DEFINED AS AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN; LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
- APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY COUNCIL APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARY OF THIS SUBDIVISION.
- FIVE-EIGHTHS INCH (5/8") IRON RODS WITH PLASTIC CAP MARKED "LJA ENG" THREE FEET (3') IN LENGTH WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
- THE MINIMUM SLAB ELEVATION SHALL BE 85.50 FEET, TWELVE (12) INCHES ABOVE THE 100-YEAR FLOOD PLAIN ELEVATION AND MAXIMUM PONDING ELEVATION, EIGHTEEN (18) INCHES ABOVE NATURAL GROUND, OR TWELVE (12) INCHES ABOVE TOP OF CURB AT THE FRONT OF THE LOT, WHICHEVER IS HIGHER. THE TOP OF SLAB ELEVATION AT ANY POINT ON THE PERIMETER OF THE SLAB SHALL NOT BE LESS THAN EIGHTEEN INCHES ABOVE NATURAL GROUND.
- ALL LOTS SHALL HAVE A MINIMUM OF (5) FOOT SIDE BUILDING LINE.
- THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING DURING INTENSE RAINFALL EVENTS.
- THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO. 2.
- ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.
- THE COORDINATES SHOWN HEREON ARE TEXAS COORDINATES SYSTEM, SOUTH CENTRAL ZONE (GRID NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR OF 0.99986482.
- ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- A MINIMUM DISTANCE OF TEN (10) FEET SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.
- SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5 FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS-OF-WAY WITHIN SAID PLAT AND ON THE CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH ADA REQUIREMENTS.
- THIS PLAT IS SUBJECT TO RESTRICTIVE COVENANTS AS SET OUT UNDER CLERK'S FILE NO. 2005095086, 2005118188, AND 2015057543 OF OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.
- THE 24' BUILDING LINE IS ONLY VALID FOR THE LIFE OF THE CURRENT STRUCTURE ON THE LOT. ANY NEW CONSTRUCTION MUST ADHERE TO THE 25' BUILDING LINE.
- PLAT NO. 20140154, F.B.C.P.R.
- PLAT NO. 20140254, F.B.C.P.R.

DIR
MAYAR CHECK - COORD
10 Bnarpark Drive, Suite 600, Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026 FRN - F:1396 T.B.P.L.S. Firm No. 10110501



VICINITY MAP
N.T.S.
KEY MAPS NO. 606Y

RESERVE	QUALIFYING ACREAGE	PERCENTAGE	ALLOCATED PRIVATE PARK ACREAGE
"F" (SECTION ONE)	6.77 AC.	10%	1.692 AC. * SEE NOTES
REQUIRED PUBLIC PARK DEDICATION: 1300 LOTS DIVIDED BY 160/LOT X .50 = 4.063 AC.			
REQUIRED PUBLIC PARK FEE: 1300 LOTS X \$350.00/LOT X .50 = \$227,500			

- NOTES FOR BONBROOK NORTH:
- THE PRIVATE PARK ACREAGE OF 1.692 ACRES INDICATED IN THE ABOVE CHART LIES WITHIN BONBROOK PLANTATION NORTH SECTION ONE. THE REQUIRED PRIVATE PARK ACREAGE FOR SECTION ONE WAS 0.337, WHICH LEAVES A 1.355 SURPLUS TO SATISFY THE PARK REQUIREMENT FOR FUTURE SECTIONS.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION TWO WAS 0.325. THE SURPLUS REMAINING AFTER SECTION TWO IS 1.03 ACRES.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION THREE WAS SATISFIED WITH PARK AREA DESIGNATED ON THE SECTION THREE PLAT.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION FOUR IS 0.138. THE SURPLUS REMAINING AFTER SECTION FOUR IS 0.892 ACRES.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION FIVE WAS SATISFIED WITH PARK AREA DESIGNATED ON THE SECTION FIVE PLAT.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION SIX IS 0.125. THE SURPLUS REMAINING AFTER SECTION SIX IS 0.767 ACRES.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION SEVEN IS 0.106. THE SURPLUS REMAINING AFTER SECTION SEVEN IS 0.661 ACRES.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION EIGHT IS 0.088. THE SURPLUS REMAINING AFTER SECTION EIGHT IS 0.573 ACRES.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION NINE IS 0.206. THE SURPLUS REMAINING AFTER SECTION NINE IS 0.367 ACRES.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION TEN IS 0.122. THE SURPLUS REMAINING AFTER SECTION TEN IS 0.245 ACRES.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION ELEVEN IS 0.109. THE SURPLUS REMAINING AFTER SECTION ELEVEN IS 0.136 ACRES.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION TWELVE IS 0.106. THE SURPLUS REMAINING AFTER SECTION TWELVE IS 0.033 ACRES.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION THIRTEEN IS 0.104. THE SURPLUS REMAINING AFTER SECTION THIRTEEN IS 0.071 ACRES.
 - THE PRIVATE PARK ACREAGE REQUIRED FOR SECTION FOURTEEN IS 0.188. THE SURPLUS REMAINING AFTER SECTION FOURTEEN IS 0.011 ACRES.

- NOTES FOR BONBROOK SOUTH:
- BONBROOK PLANTATION SOUTH SECTION ONE CONTAINS A SURPLUS OF 2.881 ACRES OF PRIVATE PARK LAND. THIS SURPLUS CAN BE UTILIZED TO SATISFY THE PUBLIC PARK LAND REQUIREMENTS SET FORTH BY ORDINANCE NO. 2003-52 IN FUTURE SECTIONS.
 - BONBROOK PLANTATION SOUTH SECTION TWO CONTAINS A SURPLUS OF 1.966 ACRES OF PRIVATE PARK LAND. THIS SURPLUS CAN BE UTILIZED TO SATISFY THE PUBLIC PARK LAND REQUIREMENTS SET FORTH BY ORDINANCE NO. 2003-52 IN FUTURE SECTIONS.
 - BONBROOK PLANTATION SOUTH SECTION THREE CONTAINS A SURPLUS OF 0.1063 ACRES OF PRIVATE PARKLAND. THIS SURPLUS CAN BE UTILIZED TO SATISFY THE REQUIREMENTS SET FORTH BY ORDINANCE NO. 2003-52 FOR FUTURE SECTIONS OF BONBROOK PLANTATION SOUTH.
 - BONBROOK PLANTATION SOUTH SECTION FOUR CONTAINS A SURPLUS OF 3.275 ACRES OF PRIVATE PARK LAND. THIS SURPLUS CAN BE UTILIZED TO SATISFY THE PUBLIC PARK LAND REQUIREMENTS SET FORTH BY ORDINANCE NO. 2003-52 IN FUTURE SECTIONS.
 - BONBROOK PLANTATION SOUTH SECTION FIVE CONTAINS A SURPLUS OF 1.539 ACRES OF PRIVATE PARK LAND. THIS SURPLUS CAN BE UTILIZED TO SATISFY THE PUBLIC PARK LAND REQUIREMENTS SET FORTH BY ORDINANCE NO. 2003-52 IN FUTURE SECTIONS.
 - ALL FEES IN LIEU OF LAND SHALL BE PAID TO THE CITY OF ROSENBERG PRIOR TO THE FILING OF THE FINAL PLAT WITH THE FORT BEND COUNTY CLERK.

Acreege

DISCLAIMER AND LIMITED WARRANTY

THIS LAND PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ROSENBERG ORDINANCE NO. 98-06 IN EFFECT AT THE TIME THIS PLAN WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ROSENBERG PLANNING COMMISSION. THIS LAND PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER KERRY R. GILBERT & ASSOCIATES, INC., NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE LAND PLAN.

BONBROOK PLANTATION LOT ANALYSIS 2014

BONBROOK PLANTATION NORTH LOT ANALYSIS

(TYP. 50' x 120')	= 102 LOTS (13%)
(TYP. 55' x 120')	= 250 LOTS (33%)
(TYP. 60' x 115')	= 85 LOTS (11%)
(TYP. 65' x 115')	= 328 LOTS (43%)
TOTAL LOTS = 765	

BONBROOK PLANTATION SOUTH LOT ANALYSIS

(TYP. 50' x 120')	= 129 LOTS (24%)
(TYP. 55' x 120')	= 123 LOTS (23%)
(TYP. 60' x 120')	= 161 LOTS (30%)
(TYP. 65' x 120')	= 122 LOTS (23%)
TOTAL LOTS = 535	

BONBROOK OVERALL 2014

(TYP. 50' x 120')	= 231 LOTS (18%)
(TYP. 55' x 120')	= 373 LOTS (28%)
(TYP. 60' x 120')	= 246 LOTS (19%)
(TYP. 65' x 120')	= 450 LOTS (35%)
1300 LOTS TOTAL	

- GENERAL NOTES
- ALL PUBLIC STREET RIGHT-OF-WAYS ARE 60' UNLESS OTHERWISE NOTED.
 - ALL CUL-DE-SAC RADII ARE 50' UNLESS OTHERWISE NOTED.

EXHIBIT C - THIRD REVISION

A DEVELOPMENT PLAN FOR BONBROOK PLANTATION

BEING 448.62± ACRES OF LAND OUT OF THE WILEY MARTIN LEAGUE, ABSTRACT 56, FORT BEND COUNTY, TEXAS

AUGUST 13, 2014 JOB NO. 1799-1106-324

OWNERS:
BONBROOK PLANTATION, L.P.
JOHN TAYLOR, PRESIDENT
1625 CORNICHE, LEAGUE CITY, 77573
(281) 334-5499

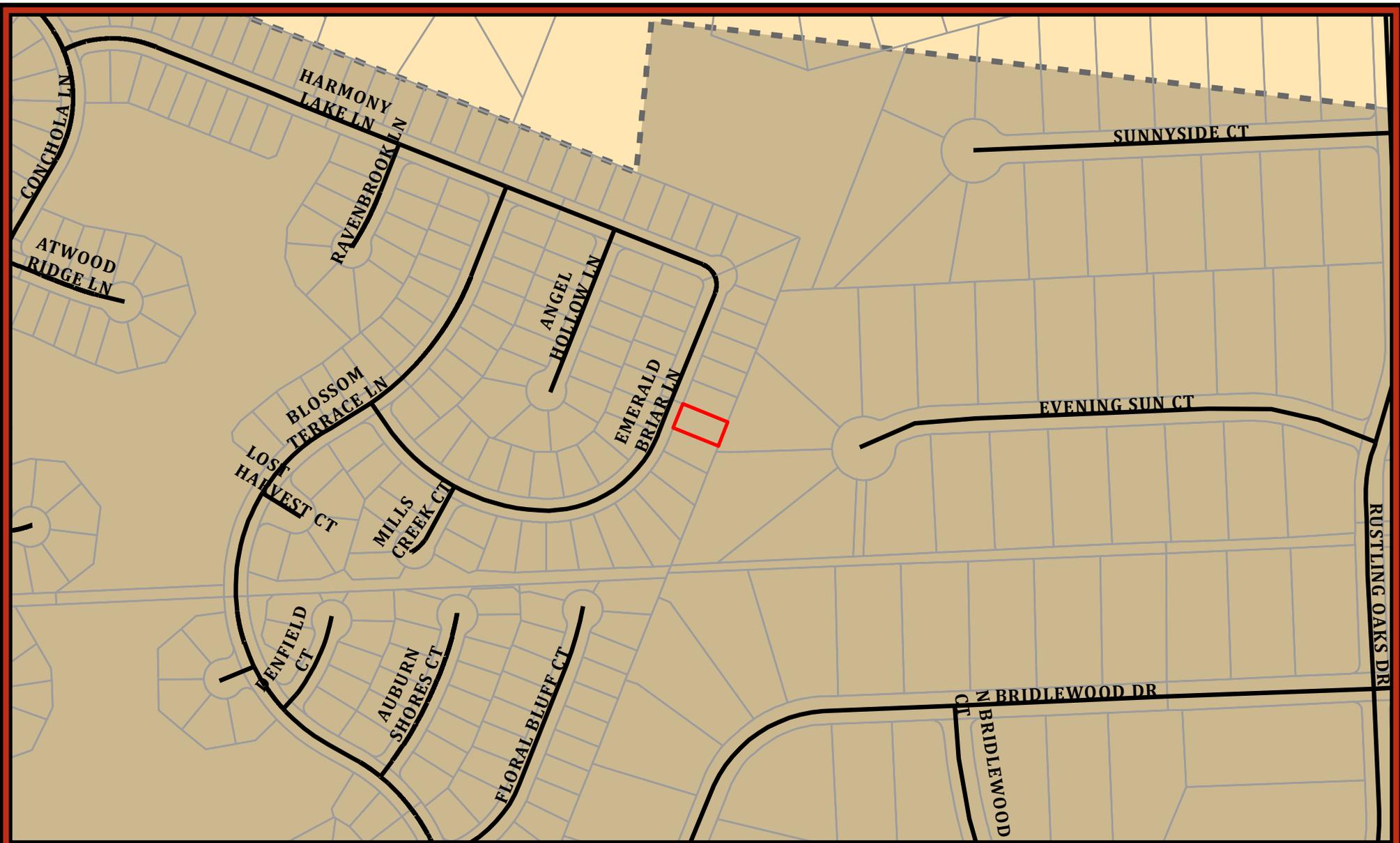
BEAZER HOMES U.S.A.
GREG COLEMAN, LD MANAGER - HOUSTON
10235 WEST LITTLE YORK, SUITE 200, HOUSTON, TEXAS 77040
(713) 897-2100

ENGINEER:
LJA Engineering, Inc.
2929 Briarpark Drive Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386
T.B.P.L.S. Firm No. 10110501

GARY D. NUTTER
REGISTERED PROFESSIONAL LAND SURVEYOR,
TEXAS REGISTRATION NO. 5659

MICHAEL WANG
LICENSED PROFESSIONAL ENGINEER,
TEXAS REGISTRATION NO. 92053

Date \ Time : Wed, 13 Aug 2014 8:11:00 AM
 Path \ Name : I:\Vojdak\CartInfo\1799\PREP\1\Bonbrook Plantation_G02.dwg
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 DIR:



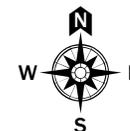
-  Interstate
-  US Highway
-  State Highway
-  Public Road
-  Private Road
-  Railroad
-  Brazos River
-  Rosenberg City Limits
-  Rosenberg ETJ

The 2014 Aerial Imagery Data is the sole property of Houston-Galveston Area Council, which reserves all rights thereto. Use or reproduction of this data is strictly prohibited absent written consent from the Houston-Galveston Area Council, which may be contacted at www.h-gac.com.

Bonbrook Plantation North Sec. 10 Lot 1, Block 3 City of Rosenberg, Texas

Created by: City of Rosenberg Planning - Ian Knox
Date Created: January 28, 2016
Original Size: 8.5" x 11"
R:\Maps\Templates\8_5x11_Landscape.mxd

Scale:
1:4,000
or
1 inch = 333.3 feet



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of geographic features. 2,500



**NOTICE OF PUBLIC HEARING
REPLAT**

LOT 1, BLOCK 3 OF BONBROOK PLANTATION NORTH SECTION TEN

REQUEST FOR A REPLAT TO ESTABLISH DUAL TWENTY-FOUR (24) FOOT AND TWENTY-FIVE (25) FOOT BUILDING LINES, LOT 1, BLOCK 3 OF BONBROOK PLANTATION NORTH SECTION TEN.

ONE (1) PUBLIC HEARING SHALL BE HELD AT WHICH ALL PERSONS INTERESTED IN THE PROPOSED REPLAT SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD.

THE PUBLIC HEARING WILL BE HELD DURING THE PLANNING COMMISSION MEETING ON FEBRUARY 17, 2016 AT 5:00 P.M. IN THE ROSENBERG CITY HALL COUNCIL CHAMBER LOCATED AT 2110 4TH STREET, ROSENBERG, TEXAS 77471.

DETAILS OF THE PROPOSED REPLAT MAY BE OBTAINED BY CONTACTING THE PLANNING DEPARTMENT AT 832-595-3500.



PLANNING COMMISSION COMMUNICATION

February 17, 2016

ITEM #	ITEM TITLE
4	Variance Request – Bonbrook Plantation North Section 10, Block 3, Lot 1

MOTION

Consideration of and action on a request for a Variance to the front building line requirement for Bonbrook Plantation North Section 10, Block 3, Lot 1 (9718 Emerald Briar Lane)

RECOMMENDATION

Staff recommends Planning Commission review to determine if a hardship exists based on the four (4) criteria for a variance as outlined in the Code of Ordinances, Section 25-8.

MUD #	City/ETJ	ELECTION DISTRICT
155 (Bonbrook Plantation)	ETJ	N/A

SUPPORTING DOCUMENTS:

1. Variance Request Application
2. Vicinity Map (please refer to Agenda Item No. 3)
3. Code of Ordinance (Ch. 25) Excerpts

APPROVAL

Submitted by:

Travis Tanner

Travis Tanner, AICP
Executive Director of Community
Development

Reviewed by:

___ Executive Director of Community Development

___ City Engineer

EXECUTIVE SUMMARY

An application has been submitted requesting a Variance to the front building line requirement for Bonbrook Plantation North Section 10, Block 3, Lot 1 (9718 Emerald Briar Lane). The intent of the request is to allow a twenty-four foot (24') front building setback for replatting purposes. A vicinity map of the property and application materials are attached for review.

The subdivision, Bonbrook Plantation North Section 10, was platted in July 2014. The "Subdivision" Ordinance (Code of Ordinances, Ch. 25, Sec. 25-68) requires a 25' front building line for interior residential lots. The subject lot was platted accordingly with a 25' front building line. However, the structure was built slightly (1/2 foot) over said building line. Staff had no knowledge of this since it is in the Extraterritorial Jurisdiction (ETJ) where City permits are not required. The applicant contacted staff on behalf of the builder/developer to notify us of the encroachment. They were informed that staff would not take action on the encroachment, as the property is located in the ETJ. However, the builder/developer would still like to clean up the building line issue and formally obtain a variance to avoid issues with a potential buyer closing on the property.

Variations must be evaluated by the Planning Commission based on the four (4) criteria outlined in the Code (Sec. 25-8). Following are the criteria. The builder/developer has addressed each criterion in the attached application materials.

- (1) There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land;**

EXECUTIVE SUMMARY

The structure has already been built ½ foot over the setback due to an apparent oversight.

(2) The granting of the variance will not be detrimental to the public safety or welfare, or injurious to other property in the area;

The sidewalk is well within the right-of-way, so the ½-foot encroachment should not result in parked vehicles blocking the sidewalk.

(3) The granting of the variance will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this chapter; and

The granting of the variance should not prevent orderly subdivisions in the area, as the surrounding property has already been platted.

(4) A more appropriate design solution exists which is not currently allowed in this chapter.

Without the variance, the front of the home would have to be reconstructed or the builder/developer and any future homeowners, lenders, etc., would have to accept the property technically being nonconforming by ½ foot.

Staff will defer to the applicant to explain the request in greater detail. We did not require the variance request to be submitted; rather, it was submitted because the applicant believed it was the best course of action from their perspective. Staff has no objections to the proposed variance if this is the best course of action for the applicant.



Planning Department
Variance Request Application

Submit this application and the appropriate (completed) documents to the Planning Department at the City Hall Annex, located at 2220 Fourth Street. See the attached schedule for submittal deadlines. Contact 832-595-3500 for assistance.

Project Name: BONBROOK PLANTATION NORTH SECTION TEN PARTIAL REPLAT NO. 1
Date: 01-19-2016

Applicant / Project Manager's Information (Primary Contact for the Project):

Contact & Company: Geoff Freeman - LJA Engineering, Inc.
Street Address: 1904 W. Grand Parkway N., #100 City: Katy
State: Texas Zip Code: 77449 E-Mail Address: gfreeman@ljaengineering.co
Phone Number: 713-358-8830 Fax Number: 713-953-5026

Property Location:

City Extraterritorial Jurisdiction

Geographic Location (List major streets, bayous, creeks, and adjacent subdivisions):

9718 Emerald Briar Lane

Requesting Variance from (i.e. Subdivision Regulations; Section 25-65(b)(1)):
Subdivision Regulations; Sec. 25-68(3)

Submittal Fees:

Variance \$200.00

Pursuant to Sec. 25-8 of the Rosenberg Code of Ordinances, the applicant has the responsibility of proving that compliance with the Ordinance will create undue hardship*, and the following conditions must be present for consideration:

1. There are special circumstances affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of this land.
2. The granting of the variance will not be detrimental to the public safety or welfare or injurious to other property in the area.
3. The granting of the variance will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this ordinance.
4. A more appropriate design solution exists which is not currently allowed in this ordinance.

* Economic hardship (financial impact) to the subdivider, standing alone, shall not be deemed to constitute undue hardship.

No variance will be granted unless an undue hardship exists. No application will be deemed complete unless the applicant has explained in detail and demonstrated that **ALL FOUR** conditions have been met. On a separate sheet, please clearly label by number the condition, and then proceed to demonstrate in writing how this application meets each condition.

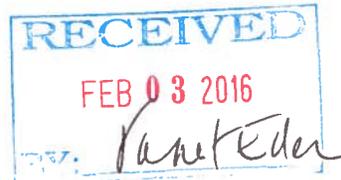
This is to certify that the information on this form is complete, true, and correct and the undersigned is authorized to make this application.

MAZ
Signature of Applicant

01-19-2016
Date

1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
TBPE No F-1386

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com



February 2, 2016

Mr. Travis Tanner
Executive Director, Community Development
City of Rosenberg
2220 4th Street
Rosenberg, TX 77471

Re: Bonbrook Plantation North Section 10 Partial Replat No. 1
Final Plat
City of Rosenberg
Fort Bend County, Texas
LJA Job No. 1406-4210 (6.1)

Dear Mr. Tanner:

Bonbrook Plantation North Section 10 consists of 12.205 acres of land with 39 lots and 1 reserve in 3 blocks. This final plat was approved by the Rosenberg Planning & Zoning Commission and the Fort Bend County Commissioners' Court and subsequently recorded on July 22, 2014.

At some point after plat recordation home construction began on various lots within the subdivision. In September 2015 home construction began on Lot 1, Block 3 of Bonbrook Plantation North Sec. 10 also known as 9718 Emerald Briar Lane. During the early stages of construction the home was located approximately one-half (0.5) foot over and encroaching the twenty-five (25) foot front building line established by the recorded plat. This in-advertent mistake was not noticed until just recently when the home was nearing completion.

Therefore, on behalf of the property owner, we respectfully request the City of Rosenberg grant a Variance Request to the minimum twenty-five (25) foot front building line requirement established per Sec. 25-68 (3) of the City of Rosenberg Code of Ordinances and allow a dual building line of twenty-four (24) feet for the life of the current structure only.

In accordance with Sec. 25-8 of the City of Rosenberg Code of Ordinances regarding Variance's, please consider the following:

- (1) There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land;

An in-advertent mistake was made during home construction at 9718 Emerald Briar Lane which resulted in a one-half (0.5) foot encroachment into the twenty-five (25) foot front building line.

- (2) *The granting of the variance will not be detrimental to the public safety or welfare, or injurious to other property in the area;*

As the building line encroachment is only one-half (0.5) foot and the sidewalk will be within the right-of-way, the resulting driveway length from the garage door to the sidewalk will be more than sufficient to keep parked vehicles in the driveway out of the sidewalk in front of the house and therefore the variance will not be detrimental to the public safety or welfare or injurious to adjacent properties.

Mr. Travis Tanner
February 2, 2016
Page 2

(3) *The granting of the variance will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this chapter;*

As all of Bonbrook Plantation North has been platted and the land directly to the east has also already been platted and developed, this variance will not have any adverse effect to the adjacent property.

(4) *A more appropriate design solution exists which is not currently allowed in this chapter.*

Unfortunately the only remedy available would require major structural revisions and partial reconstruction of the front of the home, which could potentially make the remaining structure unsafe and unlivable.

We greatly appreciate your consideration of this variance request.

Should you have any questions, please contact me at 713.358.8830.

Sincerely,



Geoff Freeman
Platting Manager

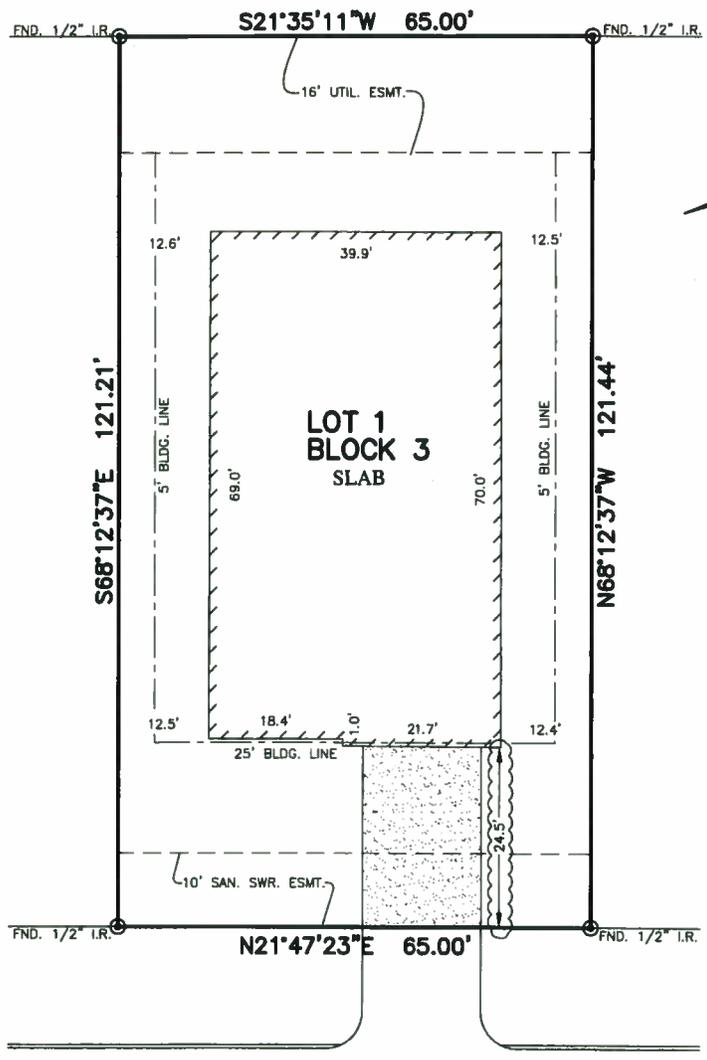
GF/dl

Attachment(s)

BRIDLEWOOD ESTATES SEC. 4
SLIDE Nos. 1799B, 1800A, & 1801A F.B.C.P.R.

RECEIVED
JAN 25 2016
BY: *Kedra*

CALLED 200.0000 ACRES
FILE No. 2004084781 F.B.C.P.R.



9718
EMERALD BRIAR LANE
(60' R.O.W.)

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT.
2. SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. ABSTRACTING BY TITLE COMPANY ONLY. THERE MAY BE EASEMENTS, RESTRICTIONS AND OTHER MATTERS OF RECORD NOT SHOWN HEREON.
3. ALL ELEVATIONS SHOWN HEREON ARE BASED ON ACTUAL DATUM.

PLAT OF SURVEY
SCALE: 1" = 20'

FLOOD MAP:
THIS PROPERTY LIES IN ZONE "X"
AS DEPICTED ON COMMUNITY PANEL
No. 48157 C 0265 L, DATED: 04-02-14
THIS INFORMATION IS BASED ON GRAPHIC PLOTTING.
WE DO NOT ASSUME RESPONSIBILITY FOR EXACT
DETERMINATION

© 2016, ALLPOINTS SERVICES, CORP. All Rights Reserved. This original work is protected under copyrights laws, Title 17 U.S. Code Sections 101 & 102. All violators will be prosecuted to the extent of the law. This survey is being provided solely for the use of the recipients and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within ninety (90) days from the date adjacent to the signature line herein.

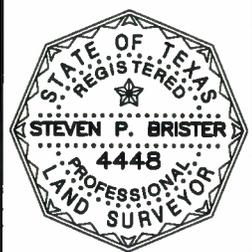
FOR: BEAZER HOMES, TEXAS
ADDRESS: 9817 EMERALD
BRIAR LANE
ALLPOINTS JOB #: BH104353DM
G.F.: (NONE)

LOT 1, BLOCK 3,
BONBROOK PLANTATION NORTH, SECTION 10,
PLAT NO. 20140154, PLAT RECORDS,
FORT BEND COUNTY, TEXAS



I HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND, ON THE 23RD DAY OF DECEMBER, 2015.

Steven P. Brister



Sec. 25-8. - Variances.

- (a) The commission shall review the variance request and make a recommendation to the city council. The city council may then authorize a variance from these regulations when in its opinion undue hardship will result from requiring strict compliance. The applicant shall have the responsibility of proving that compliance would create a hardship. In granting a variance, the city council may prescribe conditions that it deems necessary or desirable to the public interest. Any conditions that are prescribed shall be deemed continuing and shall be placed of record in the office of the county clerk either on the face of the subdivision plat or as an attachment thereto. The city council shall take into account the nature of the proposed use of land involved and existing uses of the land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon public health, safety, convenience, and welfare in the vicinity. No variance will be granted unless the city council finds that an undue hardship exists. The following conditions must be present for consideration:
- (1) There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land;
 - (2) The granting of the variance will not be detrimental to the public safety or welfare, or injurious to other property in the area;
 - (3) The granting of the variance will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this chapter; and
 - (4) A more appropriate design solution exists which is not currently allowed in this chapter.
- (b) A variance may not be granted in such cases where the only evidence for the granting of the variance is the loss of a potential profit at the time of the lot development and build out. Economic hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.
- (c) Such recommendations of the commission and findings of the city council, together with the specific facts on which such findings are based, shall be incorporated in the official minutes of the commission and the city council meetings at which such variance is recommended or granted. Variances may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. The city council may reach a conclusion that a hardship exists if it finds that:
- (1) The applicant complies strictly with the provisions of this chapter, and no other reasonable use of the property may be made except for the use that is proposed and recommended;
 - (2) The hardship to which the applicant complains is one suffered by the applicant rather than by neighbors or the general public;
 - (3) The hardship relates to the applicant's land, rather than personal circumstances;
 - (4) The hardship is unique to the property, rather than one shared by many surrounding properties; and
 - (5) The hardship is not the result of the applicant's own actions or neglectful conduct.
- (d) In granting variances, the city may impose such reasonable conditions as will ensure that the use of the property to which the variance applies will be as compatible as practicable with the surrounding properties. All conditions as are imposed shall be placed of record on the face of the subdivision plat or may, as an alternative thereof, be placed of record by separate instrument duly filed for record with the subdivision plat in the office of the county clerk.
- (e) A variance may, at the sole discretion of the city council, be issued for an indefinite duration or for a specified period of time.
- (f) All conditions imposed by the city council are enforceable in the same manner as any other applicable requirement of this Code.

(Ord. No. 2005-24, § 1, 10-18-05)

Sec. 25-68. - Building lines—Single-family lots.

Building lines or setback lines shall be established for all single-family residential lots and so indicated on all subdivision plats as stipulated below:

- (1) Corner lots. The setback lines for corner lots shall be as follows:
 - a. A minimum building setback of twenty-five (25) feet shall be provided on the front and fifteen (15) feet on the side of all corner lots where such lots side upon minor streets.
 - b. A minimum building setback of twenty-five (25) feet shall be provided on the front and twenty (20) feet on the side of all corner lots where such lots side upon collector streets.
 - c. A minimum building setback of twenty-five (25) feet shall be provided on the front and twenty-five (25) feet on the side of all corner lots where such lots side upon major thoroughfares.
- (2) Corner lots less than fifty (50) feet in width. The setback lines for corner lots less than fifty (50) in width shall be as follows:
 - a. A minimum building setback of twenty-five (25) feet shall be provided on the front and five (5) feet on the side of all corner lots where such lots sides upon a street containing the required right-of-way for its classification according to the City of Rosenberg's Thoroughfare Plan.
 - b. This provision shall not apply to a lot within a townhouse subdivision or patio home subdivision as defined by this chapter.
- (3) Interior lots. A minimum building setback of twenty-five (25) feet shall be provided on the front and five (5) feet on each side of all interior lots fronting on minor and collector streets and major thoroughfares.

(Ord. No. 2005-24, § 1, 10-18-05; Ord. No. 2010-12, § 2, 4-6-10)



PLANNING COMMISSION COMMUNICATION

February 17, 2016

ITEM #	ITEM TITLE
5	Preliminary Plat of Bonbrook Plantation South Section Six

MOTION

Consideration of and action on a Preliminary Plat of Bonbrook Plantation South Section Six, a subdivision of 38.477 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas; 70 lots, 8 reserves (17.532 acres) and 5 blocks.

RECOMMENDATION

Staff recommends approval of the Preliminary Plat of Bonbrook Plantation South Section Six.

MUD #	City/ETJ	ELECTION DISTRICT
155 (Bonbrook Plantation)	ETJ	N/A

SUPPORTING DOCUMENTS:

1. Preliminary Plat of Bonbrook Plantation South Section Six
2. Land Plan of Bonbrook Plantation South – 10-21-15

APPROVAL

Submitted by:

Ian Knox
Planning Administrator

Reviewed by:

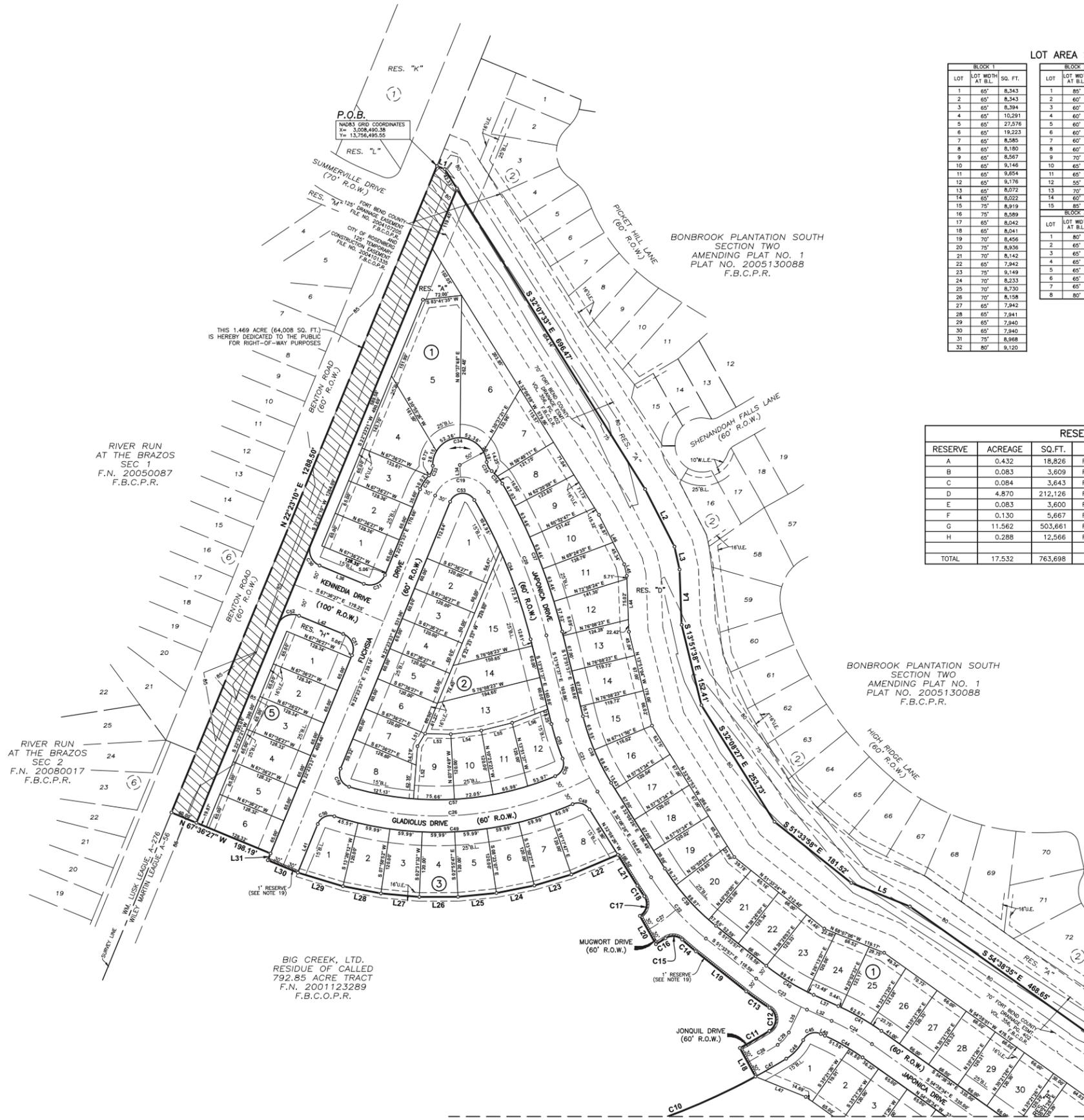
Executive Director of Community Development *TLT*
 City Engineer *OK*

EXECUTIVE SUMMARY

The Preliminary Plat of Bonbrook Plantation South Section Six is a proposed subdivision consisting of seventy (70) residential lots and eight (8) reserves in five (5) blocks located off of Benton Road in the southwest part of the Bonbrook Plantation development. The proposed Plat is located in the Extraterritorial Jurisdiction (ETJ), MUD 155, and is south of Bonbrook Plantation South Section Two for which a Final Plat has already been approved by City Council.

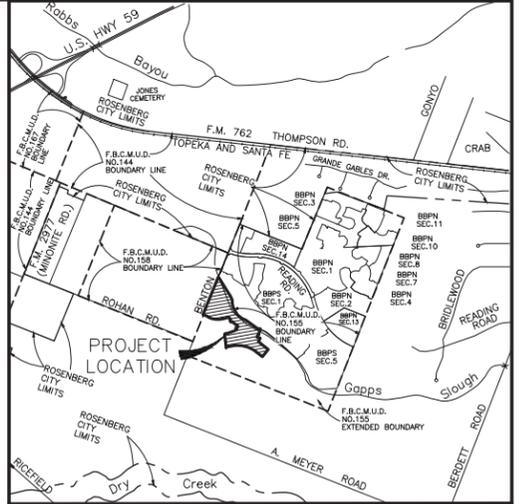
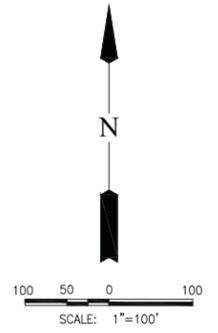
The subdivision consists of sixty-five-foot (65') and sixty-foot (60') lots in accordance with the approved Land Plan for Bonbrook Plantation South and with the current "Subdivision" Ordinance. The Land Plan for this subdivision was approved by the Planning Commission in October of 2015 and is attached for review as well.

Seeing no conflicts with applicable regulations, staff recommends approval of the Preliminary Plat of Bonbrook Plantation South Section Six.



LOT AREA SUMMARY

BLOCK 1			BLOCK 2			BLOCK 4		
LOT	LOT WIDTH AT B.L.	SQ. FT.	LOT	LOT WIDTH AT B.L.	SQ. FT.	LOT	LOT WIDTH AT B.L.	SQ. FT.
1	65'	8,343	1	85'	13,331	1	80'	10,477
2	65'	8,343	2	60'	7,200	2	65'	7,791
3	65'	8,394	3	60'	7,200	3	65'	7,800
4	65'	10,291	4	60'	7,200	4	65'	7,800
5	65'	21,576	5	60'	7,200	5	65'	7,800
6	65'	19,233	6	60'	7,200	6	65'	7,800
7	65'	8,585	7	60'	7,185	7	70'	8,211
8	65'	8,160	8	60'	10,365	8	70'	8,277
9	65'	8,567	9	70'	8,042	9	70'	8,183
10	65'	9,144	10	65'	7,770			
11	65'	9,654	11	65'	7,516			
12	65'	9,176	12	55'	8,606			
13	65'	8,072	13	70'	13,887			
14	65'	8,222	14	60'	10,359			
15	75'	8,919	15	85'	14,438			
16	75'	8,589						
17	65'	8,042						
18	65'	8,041						
19	70'	8,456						
20	75'	8,336						
21	70'	8,142						
22	65'	7,942						
23	75'	9,149						
24	70'	8,233						
25	70'	8,730						
26	70'	8,158						
27	65'	7,942						
28	65'	7,941						
29	65'	7,940						
30	65'	7,940						
31	75'	8,968						
32	80'	9,120						



VICINITY MAP
N.T.S.
KEY MAP NO. 606Y

RESERVE TABLE

RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.432	18,826	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	0.083	3,609	RESTRICTED TO LANDSCAPE/OPEN SPACE/DRAINAGE
C	0.084	3,643	RESTRICTED TO LANDSCAPE/OPEN SPACE
D	4.870	212,126	RESTRICTED TO DRAINAGE
E	0.083	3,600	RESTRICTED TO LANDSCAPE/OPEN SPACE/DRAINAGE
F	0.130	5,667	RESTRICTED TO LANDSCAPE/OPEN SPACE
G	11.562	503,661	RESTRICTED TO DRAINAGE
H	0.288	12,566	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	17.532	763,698	

RESERVE	QUALIFYING ACREAGE	PERCENTAGE	ALLOCATED PRIVATE PARK ACREAGE
A	0.432	10%	0.043 AC.
B	0.083	10%	0.008 AC.
C	0.084	10%	0.008 AC.
E	0.083	10%	0.008 AC.
F	0.130	10%	0.013 AC.
G	11.562	10%	1.156 AC.
H	0.288	10%	0.029 AC.
TOTAL	12.662		1.265 AC.

REQUIRED PRIVATE PARK ACREAGE: 6.25 X 70 LOTS X 3 PERSONS/UNIT / 1000 X 0.50 = 0.656 AC.
 REQUIRED PUBLIC PARK ACREAGE: 6.25 X 70 LOTS X 3 PERSONS/UNIT / 1000 = 1.313 AC.
 NUMBER OF LOTS CALCULATED AT \$170.00 PER LOT: 1.265 AC. / 1.313 X 70 LOTS = 67.441 = 67 LOTS
 NUMBER OF LOTS CALCULATED AT \$1,700.00 PER LOT: 70 LOTS - 67 LOTS = 3 LOTS
 REQUIRED PUBLIC PARK FEE: 67 LOTS X \$170.00/LOT + 3 LOTS X \$1,700.00/LOT = \$16,490.00

NOTES:
 1. BONBROOK PLANTATION SOUTH SECTION 6 CONTAINS A SURPLUS OF 0.6 ACRES OF PRIVATE PARK LAND.
 2. ALL FEES IN LIEU OF LAND SHALL BE PAID TO THE CITY OF ROSENBERG AT OR PRIOR TO THE TIME OF FILING THE PLAT FOR RECORDING IN THE COUNTY DEED RECORDS AT THE COURTHOUSE.

**PRELIMINARY PLAT OF
BONBROOK PLANTATION SOUTH
SECTION SIX**

A SUBDIVISION OF 38.477 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, FORT BEND COUNTY, TEXAS.

70 LOTS 8 RESERVES (17.532 ACRES) 5 BLOCKS
 JANUARY 28, 2015 JOB NO. 1406-4113-310

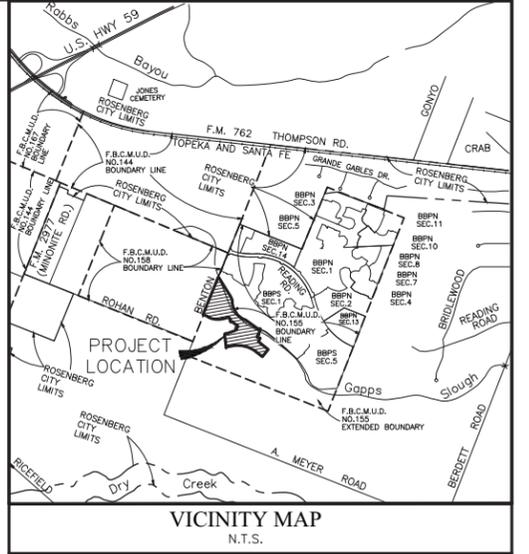
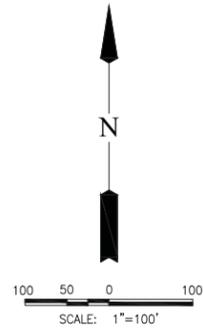
OWNERS:
BEAZER HOMES TEXAS, L.P.
 BY: BEAZER HOMES TEXAS HOLDING, LLC.
 BRUCE CRAIG, DIVISION PRESIDENT
 10235 WEST LITTLE YORK, SUITE 200, HOUSTON, TX 77040
 PH. (713) 849-5017

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



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 68°11'59" E	15.53
L2	S 27°08'24" E	118.89
L3	S 12°36'17" E	43.18
L4	S 02°11'16" E	102.08
L5	S 68°07'40" E	116.50
L6	S 78°55'55" E	91.71
L7	S 14°48'09" W	99.50
L8	S 15°48'09" W	60.00
L9	S 74°19'51" E	15.64
L10	S 16°38'37" W	128.68
L11	S 73°21'23" E	17.19
L12	S 65°48'42" E	38.37
L13	S 56°04'37" E	64.90
L14	S 78°23'08" W	100.00
L15	N 67°46'16" W	0.50
L16	N 66°28'52" W	126.33
L17	N 67°59'02" W	94.90
L18	N 28°33'45" W	60.00
L19	N 51°33'57" W	118.59
L20	N 29°41'30" W	60.00
L21	N 32°08'26" W	67.61
L22	S 67°08'05" W	93.38
L23	S 73°25'53" W	71.39
L24	S 78°53'13" W	71.39
L25	S 84°28'33" W	71.39
L26	S 89°47'52" W	71.39
L27	N 64°44'48" W	71.39
L28	N 79°17'28" W	71.39
L29	N 73°13'54" W	87.17
L30	N 67°36'27" W	60.00
L31	N 22°23'33" E	13.41
L32	S 65°36'27" E	50.00
L33	S 74°19'51" E	34.93
L34	N 63°56'14" W	22.50
L35	S 25°53'30" W	52.19
L36	S 67°36'27" E	88.25
L37	S 65°36'27" E	50.00
L38	S 74°19'51" E	34.93
L39	N 74°19'51" W	34.93
L40	N 65°36'27" W	8.21
L41	S 22°23'33" W	96.71
L42	N 67°36'27" W	88.24
L43	N 78°55'20" W	99.83
L44	N 62°16'42" W	103.16
L45	N 12°35'43" W	21.88
L46	N 27°07'50" W	102.21
L47	S 68°07'28" E	100.32
L48	S 57°27'44" E	75.54
L49	S 64°42'37" E	77.17
L50	S 71°52'07" E	74.81
L51	S 31°06'47" W	27.23
L52	N 04°25'28" E	97.13
L53	S 88°36'00" E	47.39
L54	N 83°11'54" E	56.85
L55	N 76°03'56" E	58.75
L56	N 68°58'59" E	70.55



BIG CREEK, LTD.
RESIDUE OF CALLED
792.85 ACRE TRACT
F.N. 2001123289
F.B.C.O.P.R.

BIG CREEK, LTD.
RESIDUE OF CALLED
792.85 ACRE TRACT
F.N. 2001123289
F.B.C.O.P.R.

CALLED 144.14 ACRES
B-BROOK LAND PARTNERS, LP.
F.N. 2014002308
F.B.C.D.R.

BIG CREEK, LTD.
RESIDUE OF CALLED
792.85 ACRE TRACT
F.N. 2001123289
F.B.C.O.P.R.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	380.00	1°12'05"	74.29	74.17	S 29°24'11" W
C2	720.00	1°53'57"	23.87	23.87	S 15°45'07" W
C3	25.00	88°58'03"	38.82	35.04	S 61°11'07" W
C4	420.00	1°23'52"	10.25	10.25	S 73°37'55" E
C5	950.00	50°01'06"	829.34	803.25	N 76°38'18" W
C6	1650.00	2°48'06"	80.68	80.67	S 79°47'11" W
C7	3510.00	1°17'24"	78.62	78.62	N 07°07'34" W
C8	3630.00	1°30'10"	95.20	95.20	N 07°13'57" W
C9	25.00	87°30'21"	38.18	34.58	N 35°46'09" E
C10	1230.00	18°00'05"	388.23	386.62	N 79°28'47" E
C11	1170.00	3°04'28"	62.78	62.77	N 59°54'01" E
C12	25.00	116°13'54"	50.72	42.46	N 00°14'50" E
C13	480.00	6°18'10"	52.80	52.78	N 54°43'02" W
C14	480.00	3°58'57"	33.30	33.30	N 49°34'28" W
C15	25.00	75°42'57"	33.04	30.69	N 85°26'28" W
C16	330.00	3°38'27"	20.78	20.77	S 58°30'17" W
C17	25.00	95°12'33"	41.54	36.93	N 12°42'14" E
C18	480.00	2°45'37"	23.12	23.12	N 33°31'14" W
C19	55.00	127°29'27"	122.24	98.59	S 86°03'46" W
C20	1800.00	16°24'24"	286.35	285.37	N 22°03'48" W

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C21	450.00	18°16'49"	143.57	142.80	S 23°00'01" E
C22	450.00	19°25'31"	152.57	151.84	S 41°51'11" E
C23	450.00	14°02'31"	110.28	110.01	S 58°35'12" E
C24	450.00	10°57'54"	86.12	85.99	N 60°07'31" W
C25	450.00	19°41'18"	154.63	153.87	S 64°29'13" E
C26	600.00	50°21'45"	527.39	510.58	N 87°12'40" E
C27	300.00	12°05'57"	63.39	63.23	N 54°15'32" E
C28	1200.00	3°03'50"	64.17	64.16	N 59°54'20" E
C29	55.00	32°38'55"	31.18	30.70	N 42°07'58" E
C30	30.00	89°59'37"	47.12	42.42	S 22°36'38" E
C31	30.00	90°00'00"	47.12	42.42	N 67°23'33" E
C32	85.00	20°43'41"	30.75	30.58	N 32°45'23" E
C33	25.00	44°44'48"	19.52	19.03	N 20°44'50" E
C34	50.00	175°22'41"	153.05	99.52	N 86°03'46" E
C35	25.00	44°44'48"	19.52	19.03	S 28°37'17" E
C36	85.00	20°43'41"	30.75	30.58	S 40°37'50" E
C37	1030.00	16°24'24"	284.94	283.93	S 22°03'48" E
C38	420.00	18°16'49"	134.00	133.43	S 23°00'01" E
C39	420.00	19°25'31"	142.39	141.71	S 41°51'11" E
C40	420.00	14°02'31"	102.93	102.67	S 58°35'12" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C41	480.00	10°57'54"	91.86	91.72	S 60°07'31" E
C42	420.00	19°41'18"	144.32	143.61	S 64°29'13" E
C43	480.00	19°41'18"	144.32	143.61	N 64°29'13" W
C44	420.00	10°57'54"	80.38	80.25	N 60°07'31" W
C45	25.00	87°41'39"	38.26	34.64	S 70°32'43" W
C46	85.00	31°40'32"	46.99	46.40	S 42°32'09" W
C47	1230.00	3°03'50"	65.77	65.70	S 59°54'20" W
C48	25.00	81°19'23"	35.45	32.56	N 72°48'07" W
C49	630.00	40°58'21"	456.52	440.98	S 87°05'22" W
C50	25.00	85°11'00"	37.17	33.84	S 64°59'03" W
C51	30.00	90°00'00"	47.12	42.43	N 22°36'27" W
C52	30.00	90°00'00"	47.13	42.43	S 67°23'22" W
C53	25.00	127°29'27"	55.58	44.81	N 86°03'46" E
C54	970.00	16°24'24"	277.76	276.81	S 22°03'48" E
C55	480.00	7°59'57"	67.01	66.90	S 17°51'35" E
C56	25.00	89°22'47"	39.00	35.16	S 22°49'50" W
C57	570.00	39°04'48"	388.78	381.29	S 87°03'38" W
C58	25.00	95°47'31"	41.80	37.10	N 25°30'13" W

PRELIMINARY PLAT OF
BONBROOK PLANTATION SOUTH
SECTION SIX

A SUBDIVISION OF 38.477 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, FORT BEND COUNTY, TEXAS.

70 LOTS 8 RESERVES (17.532 ACRES) 5 BLOCKS

JANUARY 28, 2015 JOB NO. 1406-4113-310

OWNERS:
BEAZER HOMES TEXAS, L.P.
BY: BEAZER HOMES TEXAS HOLDING, LLC.
BRUCE CRAIG, DIVISION PRESIDENT
10235 WEST LITTLE YORK, SUITE 200, HOUSTON, TX 77040
PH. (713) 849-5017

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

GARY D. NUTTER, R.P.L.S., REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 5659
MICHAEL WANG, LICENSED PROFESSIONAL ENGINEER, TEXAS REGISTRATION NO. 92053

RIVER RUN
AT THE BRAZOS
SEC 1
PLAT NO. 20050087
F.B.C.P.R.

RIVER RUN
AT THE BRAZOS
SEC 2
PLAT NO. 20080017
F.B.C.P.R.

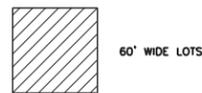
CALLED 33.45 ACRES
WILBERT L. ULRICH, TRUSTEE
VOL. 2236, PG. 2080
F.B.C.D.R.

RESERVE "C"
RESTRICTED TO
LANDSCAPE
& OPEN SPACE
10,602 S.F.
0.2434 ACRES

RESERVE "B"
RESTRICTED TO
LANDSCAPE
& OPEN SPACE
27,312 S.F.
0.6270 ACRES

RESERVE "A"
RESTRICTED TO
LANDSCAPE
& OPEN SPACE
16,351 S.F.
0.3754 ACRES

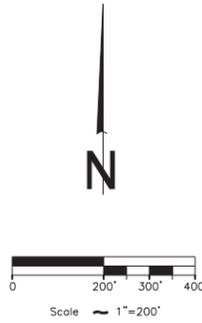
NOTE:
ALL R.O.W. ARE 60' WIDE UNLESS NOTED.



REMAINDER OF 792.85 ACRES
WILEY MARTIN SURVEY
ABSTRACT NO. 56
VOL. 510, PG. 210 F.B.C.D.R.

LOT TABLE	
181 IN 72.76 ACRES - 60' x 65' x 120' LOTS NORTH OF LAKE - BLOCKS 1 - 7, BLOCK 8 LOTS 1 - 29, & BLOCK 9 LOTS 1 - 19 (46 - 60' LOTS & 135 - 65' LOTS) 25.41% - 60' LOTS & 74.59% 65' LOTS	
187 IN 71.38 - 60' x 65' x 120' LOTS SOUTH OF LAKE - BLOCK 8 LOTS 30 - 52, BLOCK 10 - 16 (91 - 60' LOTS & 96 - 65' LOTS) 48.66% - 60' LOTS & 51.34% 65' LOTS	
368 TOTAL LOTS (137 - 60' LOTS & 231 - 65' LOTS) 37.23% - 60' LOTS & 62.77% 65' LOTS	

Parcel Line Table		
Line #	Length	Direction
L1	15.60	S65° 11' 03"E
L2	696.47	S29° 06' 59"E
L3	118.89	S24° 07' 50"E
L4	43.18	S9° 35' 43"E
L5	102.08	S0° 49' 18"W
L6	152.41	S10° 51' 04"E
L7	253.73	S29° 07' 53"E
L8	181.52	S48° 33' 24"E
L9	116.50	S65° 07' 06"E
L10	468.65	S51° 38' 01"E
L11	138.71	S75° 55' 20"E
L12	110.80	S60° 31' 40"E
L13	412.73	S48° 35' 23"E
L14	391.27	S48° 35' 23"E
L15	587.68	S39° 00' 42"E
L16	293.92	S28° 55' 12"E
L17	180.06	S23° 20' 57"E
L18	206.12	S14° 59' 27"E
L19	163.53	S34° 06' 30"E
L20	213.21	S57° 07' 51"E
L21	92.50	S78° 02' 58"E
L22	519.43	N89° 15' 56"E

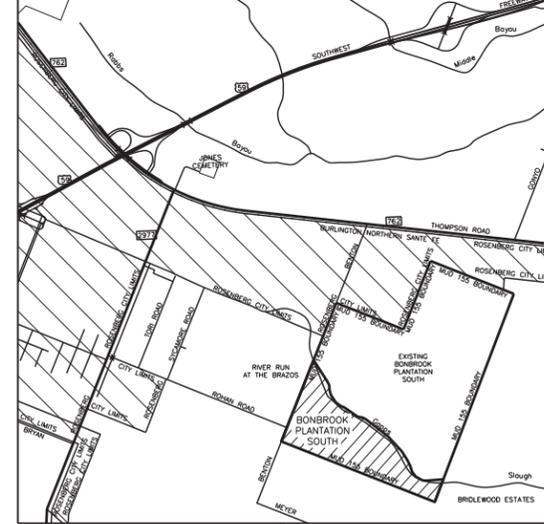


PARK FEE TABLE			
RESERVE	QUALIFYING ACREAGE	PERCENTAGE	ALLOCATED PRIVATE PARK ACREAGE
"A"	0.3754 AC.	10%	0.0375 AC.
"B"	0.6270 AC.	10%	0.0627 AC.
"C"	0.2434 AC.	10%	0.0243 AC.
"T"	6.3318 AC.	10%	0.6332 AC.
"K"	11.5656 AC.	10%	1.1566 AC.
"M"	7.5840 AC.	10%	0.7584 AC.
"O"	1.5931 AC.	100%	1.5931 AC.
TOTAL	28.9203 AC.		4.2658 AC.

REQUIRED PRIVATE PARK ACREAGE: 6.25 X 368 LOTS X 3 PERSONS/UNIT / 1000 X 0.50 = 3.45 AC.
 REQUIRED PUBLIC PARK ACREAGE: 6.25 X 368 LOTS X 3 PERSONS/UNIT / 1000 = 6.9 AC.
 NUMBER OF LOTS CALCULATED AT \$170.00 PER LOT: 4.2658/6.9 X 368 LOTS = 227.51 = 228 LOTS
 NUMBER OF LOTS CALCULATED AT \$1,700.00 PER LOT: 368 LOTS - 228 LOTS = 140 LOTS
 REQUIRED PUBLIC PARK FEE: 228 LOTS X \$170.00/LOT + 140 LOTS X \$1,700.00/LOT=\$276,760.00

NOTE:
ALL FEES IN LIEU OF LAND SHALL BE PAID TO THE CITY OF ROSENBERG AT OR PRIOR TO THE TIME OF FILING THE PLAT FOR RECORDING IN THE COUNTY DEED RECORDS AT THE COURTHOUSE.

NOTE:
THERE IS NO DRILL SITE WITHIN THE TRACT.



BONBROOK PLANTATION SOUTH LAND PLAN

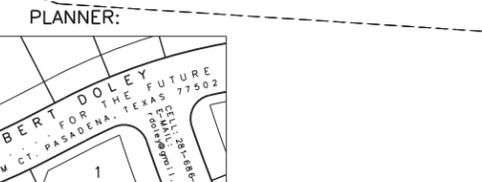
A SUBDIVISION OF 144.14 ACRES
LOCATED IN THE WILEY MARTIN LEAGUE,
ABSTRACT NO. 56
FORT BEND COUNTY, TX

368 LOTS IN 16 BLOCKS 40.7442 ACRES IN 15 RESERVES
OWNERS:

BEAZER HOMES - HOUSTON
10235 WEST LITTLE YORK, SUITE 200
HOUSTON, TX 77040
GREGORY R. COLEMAN, P.E. LAND DEVELOPMENT DIRECTOR
PHONE: 281-560-6661

B-BROOK LAND PARTNERS, LP,
600 JEFFERSON, SUITE 350
HOUSTON, TEXAS
BILL L. LILES VICE PRESIDENT
PHONE: 713-651-8893

ENGINEER:
LJA ENGINEERING, INC.
2929 BRIARPARK DRIVE SUITE 600
HOUSTON, TEXAS 77042
GARY W. MENSIK, P.E. SENIOR VICE PRESIDENT
PHONE: 713-953-5249



OCTOBER 13, 2015



PLANNING COMMISSION COMMUNICATION

February 17, 2016

ITEM #	ITEM TITLE
6	Preliminary Plat of Casa de Oraciones Place

MOTION

Consideration of and action on a Preliminary Plat of Casa de Oraciones Place, a replat of 6.1444 acres (267,561 sq. ft.) of land being Lots 3, 4 and 5, Block 2, Montrose Acres, a subdivision in the City of Rosenberg, Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 196M Page 444-A of the Deed Records of Fort Bend and a 3.45 acre tract in Henry Scott League, Abstract No. 83, Fort Bend County, Texas; 1 block and 1 reserve.

RECOMMENDATION

Staff recommends approval of the Preliminary Plat of Casa de Oraciones Place.

MUD #	City/ETJ	ELECTION DISTRICT
N/A	City	2

SUPPORTING DOCUMENTS:

1. Preliminary Plat of Casa de Oraciones Place (please refer to agenda Item No. 2)

APPROVAL

Submitted by:

Ian Knox
Planning Administrator

Reviewed by:

Executive Director of Community Development *TLT*
 City Engineer *OK*

EXECUTIVE SUMMARY

The Preliminary Plat of Casa de Oraciones Place is a replat consisting of 6.1444 acres located on the south side of Brooks Avenue between 1st Street and Bamore Road.

As discussed, the north half of the requested replat was originally platted as Montrose Acres, Block 2, Lots 3 through 5, while the south half is 3.44 acres of unplatted property. The owner wishes to combine the properties into one for the purpose of building a church.

Seeing no conflicts with applicable regulations, staff recommends approval of the Preliminary Plat of Casa de Oraciones Place.



PLANNING COMMISSION COMMUNICATION

February 17, 2016

ITEM #	ITEM TITLE
7	Preliminary Plat of Walnut Creek Benton Road Street Dedication and Reserve

MOTION

Consideration of and action on a Preliminary Plat of Walnut Creek Benton Road Street Dedication and Reserve, being 1.8 +/- acres of land containing one reserve in one block, out of the Wiley Martin League, A-56, City of Rosenberg, Fort Bend County, Texas.

RECOMMENDATION

Staff recommends approval of the Preliminary Plat of Walnut Creek Benton Road Street Dedication and Reserve.

MUD #	City/ETJ	ELECTION DISTRICT
N/A	ETJ	N/A

SUPPORTING DOCUMENTS:

1. Preliminary Plat of Walnut Creek Benton Road Street Dedication and Reserve
2. Revised Land Plan of Walnut Creek – 09-16-15

APPROVAL

Submitted by:

Ian Knox
Planning Administrator

Reviewed by:

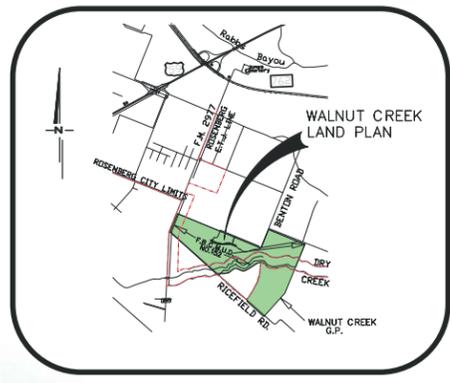
- Executive Director of Community Development *TLT*
- City Engineer *CK*

EXECUTIVE SUMMARY

The Preliminary Plat of Walnut Creek Benton Road Street Dedication and Reserve is a proposed right-of-way dedication plat consisting of 1.8 +/- acres. It is located both in the City Limits and in the Extraterritorial Jurisdiction (ETJ). It adjoins Walnut Creek Section Twelve and future/proposed Section Sixteen and will connect to the existing Benton Road and Irby Cobb Boulevard intersection to the immediate north.

The Preliminary Plat is consistent with the street layout per the approved Land Plan, will provide access further south into the development, across Dry Creek in particular, and will facilitate Benton Road's eventual connection to Ricefield Road to the south.

The proposed Preliminary Plat is not in conflict with the "Subdivision" Ordinance or the approved Revised Land Plan. That being said, staff recommends approval of the Preliminary Plat of Walnut Creek Benton Road Street Dedication and Reserve.



WALNUT CREEK			
SECTION	Lots < 60'	Lots ≥ 60'	TOTAL
1	73	17	90
2	100	9	109
3	32	8	40
4	12	29	41
5	26	8	34
6	24	9	33
7	4	27	31
8	30	14	44
9	29	9	38
10	30	12	42
11	4	23	27
12	0	47	47
13	0	53	53
14	0	45	45
15	0	63	63
FUTURE	231	222	453
TOTALS	595	595	1190
	50%	50%	

WALNUT CREEK PARKLAND ANALYSIS (Revised 2015)				
Park	Area (Ac.)	Credit (%)	Park Area	Park Area Status
Pocket Park 1	0.27	10%	0.03	Completed
Pocket Park 2	0.48	10%	0.05	Completed
Pocket Park 3	0.32	10%	0.03	To Be Completed
Pocket Park 4	0.39	10%	0.04	To Be Completed
Open Space	1.1	50%	0.5	Completed
Neighborhood Park 1	4.5	50%	2.25	Completed
Neighborhood Park 2	3.0	50%	1.5	To Be Completed
Linear Park	6.06	10%	0.61	40% Completed
Detention	25.1	25%	6.27	Completed
Total Private Park Provided = 11.28 Ac.				
Total Parkland Required= 1190 Lots/160 Lots/Ac. = 7.43 Ac.				
Total Private Parkland Required= 7.43 Ac. * 50% = 3.72 Ac.				
Amount of Parkland Remaining (Money in Lieu of Land) = 3.72 Ac.				
Payment Required = 3.72 Ac. * 160 Lots/Ac. * \$350 = \$208,320				

ROW WIDTH PAVING WIDTH
 60' 27'
 70' 39'

* City is granted access into 5' of the landscape reserve along each side of Irby Cobb Dr. for maintenance purposes.

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE TIME THIS PLAN WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ROSENBERG PLANNING COMMISSION. THIS PRELIMINARY PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER BGE | KERRY R. GILBERT & ASSOCIATES, INC., NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER SUBDIVISION PLAN.

a general plan for
WALNUT CREEK
 ± 516.0 ACRES OF LAND

OUT OF THE
 EUGENE WHEAT SURVEY, A-396
 FORT BEND COUNTY, TEXAS

OWNER:
 LENNAR HOMES OF TEXAS LAND CONSTRUCTION
 550 GREENS PARKWAY, #100
 HOUSTON, TEXAS 77067
 ATTN: MR. MARK JANIK (281) 877-1651

ENGINEER/SURVEYOR:
 IDS ENGINEERING GROUP
 13333 NORTHWEST FREEWAY, #300
 HOUSTON, TEXAS 77040
 ATTN: MR. BRIAN GEROULD, P.E.

PLANNER:



— Land Planning Consultants —
 23501 Cinco Ranch Blvd., Suite A-250
 Katy, Texas 77494
 Tel: 281-579-0340



SEPTEMBER 3, 2015
 KGA #05504



PLANNING COMMISSION COMMUNICATION

February 17, 2016

ITEM #	ITEM TITLE
8	Preliminary Plat of Walnut Creek Section Sixteen

MOTION

Consideration of and action on a Preliminary Plat of Walnut Creek Section Sixteen, being 16.4+/- acres of land containing 53 lots (50' x 120' TYP.) three reserves in three blocks, out of the Wiley Martin League, A-56, City of Rosenberg, Fort Bend County, Texas.

RECOMMENDATION

Staff recommends approval of the Preliminary Plat of Walnut Creek Section Sixteen.

MUD #	City/ETJ	ELECTION DISTRICT
N/A	ETJ	N/A

SUPPORTING DOCUMENTS:

1. Preliminary Plat of Walnut Creek Section Sixteen
2. Revised Land Plan of Walnut Creek – 09-16-15 (please refer to agenda Item No. 7)

APPROVAL

Submitted by:

Ian Knox
Planning Administrator

Reviewed by:

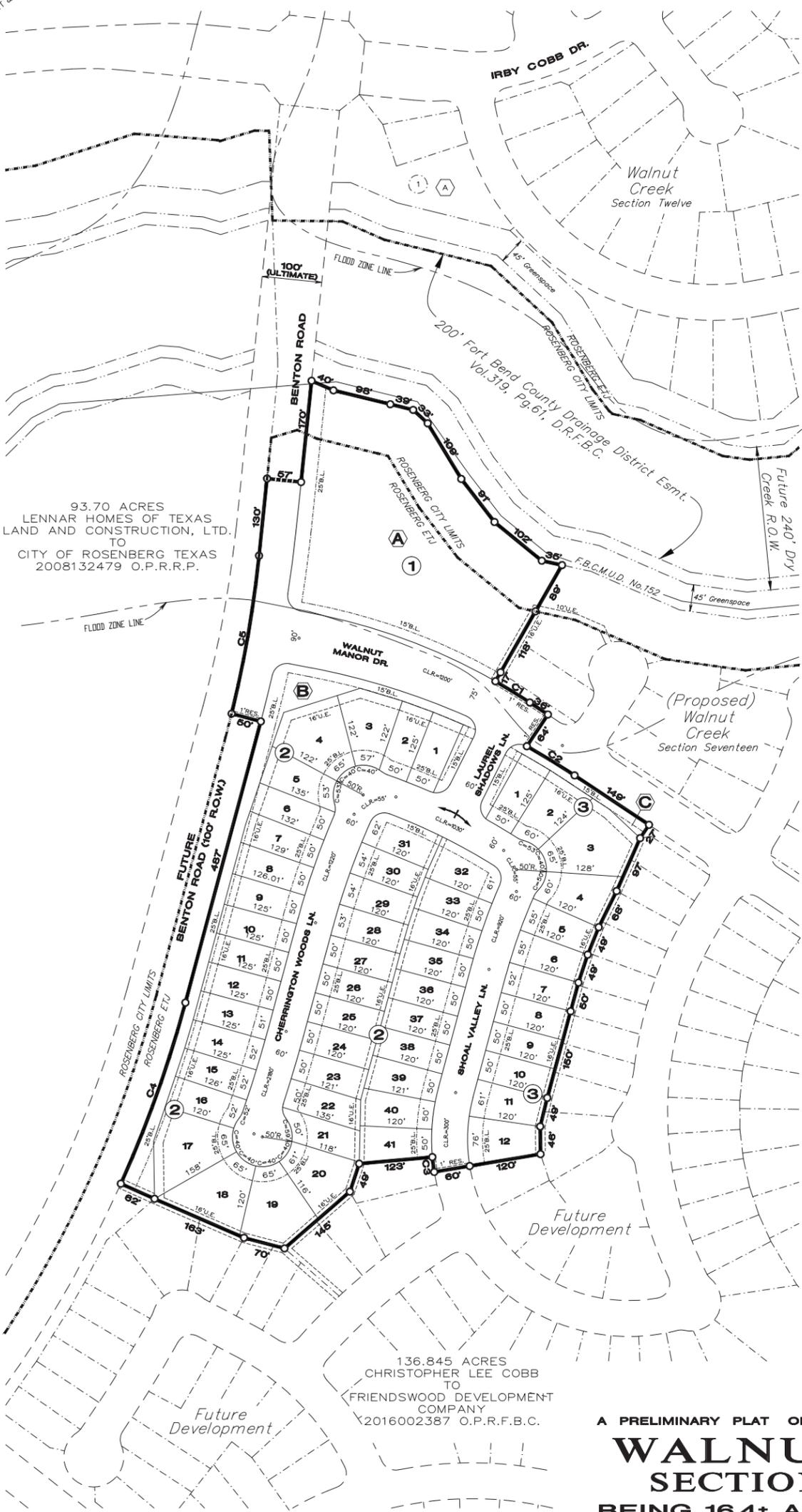
- Executive Director of Community Development *TLT*
- City Engineer *OK*

EXECUTIVE SUMMARY

The Preliminary Plat of Walnut Creek Section Sixteen is a proposed subdivision consisting of fifty-three (53) residential lots and three (3) reserves in three (3) blocks located off of Benton Road in the southeast part of the Walnut Creek Development. The proposed Plat is located in the Extraterritorial Jurisdiction (ETJ) with a small portion of the plat within the City Limits. It is located south of Walnut Creek Section Twelve, for which a Final Plat has already been approved by City Council.

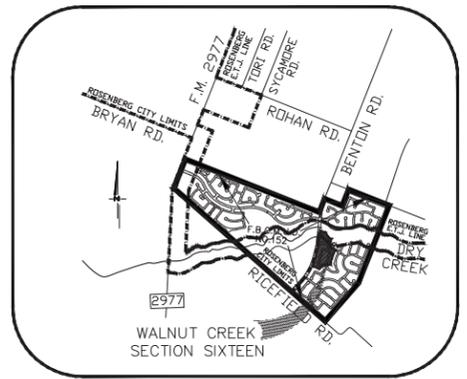
The subdivision consists of fifty-foot (50') lots in accordance with the approved Land Plan for Walnut Creek and with the current "Subdivision" Ordinance. The Land Plan for this subdivision was updated/approved in September of 2015 and is attached for review as well.

Seeing no conflicts with applicable regulations, staff recommends approval of the Preliminary Plat of Walnut Creek Section Sixteen.



93.70 ACRES
LENNAR HOMES OF TEXAS
LAND AND CONSTRUCTION, L.T.D.
TO
CITY OF ROSENBERG TEXAS
2008132479 O.P.R.R.P.

136.845 ACRES
CHRISTOPHER LEE COBB
TO
FRIENDSWOOD DEVELOPMENT
COMPANY
2016002387 O.P.R.F.B.C.



- NOTE:
- A** RESTRICTED RESERVE "A"
PARK
LANDSCAPE/OPEN SPACE
±3.01 ACRES
 - B** RESTRICTED RESERVE "B"
LANDSCAPE/OPEN SPACE
±0.77 ACRES
 - C** RESTRICTED RESERVE "C"
LANDSCAPE/OPEN SPACE
±0.15 ACRES

LOT WIDTH TABLE

WIDTH < 60'	47 LOTS (89%)
WIDTH ≥ 60'	6 LOTS (11%)
LOTS TOTAL: 53	

LOT AREA SUMMARY

BLOCK 2			BLOCK 2			BLOCK 3		
LOT	LOT WIDTH AT B.L.	SQ. FT.	LOT	LOT WIDTH AT B.L.	SQ. FT.	LOT	LOT WIDTH AT B.L.	SQ. FT.
1	50'	6,452	22	50'	6,424	1	50'	6,452
2	50'	6,437	23	50'	6,126	2	60'	6,394
3	57'	9,408	24	50'	6,048	3	65'	14,085
4	65'	12,085	25	50'	6,000	4	60'	6,481
5	53'	7,153	26	50'	6,000	5	55'	6,390
6	50'	6,686	27	50'	6,000	6	55'	6,390
7	50'	6,748	28	53'	6,225	7	52'	6,135
8	50'	6,555	29	54'	6,286	8	50'	5,994
9	50'	6,424	30	54'	6,286	9	50'	5,994
10	50'	6,260	31	62'	7,252	10	50'	5,994
11	50'	6,257	32	61'	7,780	11	61'	6,789
12	50'	6,253	33	50'	6,203	12	76'	7,861
13	51'	6,331	34	50'	6,203			
14	52'	6,400	35	50'	6,054			
15	52'	6,414	36	50'	6,000			
16	52'	6,517	37	50'	6,000			
17	65'	12,890	38	50'	6,000			
18	65'	11,907	39	50'	6,318			
19	65'	11,798	40	50'	6,670			
20	61'	9,526	41	50'	6,610			
21	50'	6,222						

CURVE DATA

CURVE	RADIUS	ARC	BEARING	CHORD
C1	1000'	68'	N 58°16'40" W	68'
C2	1200'	94'	S 68°34'32" E	93'
C3	330'	25'	N 07°21'23" W	25'
C4	2005'	322'	S 19°35'17" W	322'
C5	1955'	268'	S 09°50'12" W	268'

PARK LAND DEDICATION TABLE

TOTAL NUMBER OF LOTS:	53 LOTS
PUBLIC PARK REQUIREMENT:	53 LOTS/160=0.33 AC.
PUBLIC PARK DEDICATION:	0
PRIVATE PARK CREDIT PROVIDED WITH THE RECREATION CENTER. RECREATION SITE IS 4.3.9 ACRES. NO. OF PLATTED LOTS THUS FAR (SEC.1-16)=790 LOTS. 790/2 = 395 LOTS 395 LOTS/160 = 2.46 ACRES OF CREDIT USED.	
MONEY IN LIEU OF PUBLIC PARK LAND DEDICATION:	53 LOTS/2=27 LOTS 27 LOTS X \$350.00/LOT=\$9,450.00

- GENERAL NOTE:
- "B.L." INDICATES BUILDING LINE.
 - "U.E." INDICATES UTILITY EASEMENT.
 - "1" RES." INDICATES ONE FOOT RESERVE.
dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and re-vest in the dedicant, his heirs assigns, or successors.
 - ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
 - ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE.
ALL RADIAL LOTS HAVE A WIDTH OF FORTY FEET AT THE RIGHT OF WAY LINE.
 - IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO.48157C0220J, FORT BEND COUNTY, TEXAS MAP REVISED JANUARY 3, 1997, THE PROPERTY CONTAINED WITHIN THE BOUNDARIES OF THIS PRELIMINARY PLAT LIES WITHIN ZONE "X" AND IS OUTSIDE OF THE 100 YEAR FLOOD PLAIN.
 - ALL LOTS CONTAINED WITHIN THIS PRELIMINARY PLAT ARE HEREBY RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE.

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ROSENBERG SUBDIVISION ORDINANCE IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ROSENBERG PLANNING COMMISSION. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER BGE | KERRY R. GILBERT & ASSOCIATES, INC., NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF
WALNUT CREEK SECTION SIXTEEN
BEING 16.4± ACRES OF LAND

CONTAINING 53 LOTS (50' X 120' TYP.) AND THREE RESERVES IN THREE BLOCKS.

OUT OF THE
WILEY MARTIN LEAGUE, A-56
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS

OWNER:
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION
550 GREENS PARKWAY, #100
HOUSTON, TEXAS 77067
ATTN: MR. MARK JANIK (281) 875-1000

ENGINEER/SURVEYOR:
IDS ENGINEERING GROUP
13333 NORTHWEST FREEWAY, #300
HOUSTON, TEXAS 77040
ATTN: MR. CHAD ABRAM, P.E. (713) 462-3178

PLANNER:
BGE | KERRY R. GILBERT & ASSOCIATES

BGE | KERRY R. GILBERT & ASSOCIATES
- Land Planning Consultants -
23501 Cinco Ranch Blvd., Suite A-250
Katy, Texas 77494
Tel: 281-579-0340



PLANNING COMMISSION COMMUNICATION

February 17, 2016

ITEM #	ITEM TITLE
9	Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1

MOTION

Consideration of and action on a Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1, a subdivision of 0.181 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas, also being a Partial Replat of Bonbrook Plantation North Section Ten, being all of Lot 1, Block 3 as recorded in Plat No. 20140154 F.B.C.P.R.; 1 lot, 0 reserves and 1 block.

RECOMMENDATION

Staff recommends a recommendation of approval to City Council of the Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1.

MUD #	City/ETJ	ELECTION DISTRICT
155 (Bonbrook Plantation)	ETJ	N/A

SUPPORTING DOCUMENTS:

1. Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1 (please refer to agenda Item No. 3)
2. Third Revised Land Plan for Bonbrook Plantation – 8-20-14 (please refer to agenda Item No. 3)

APPROVAL

Submitted by:

Ian Knox
Planning Administrator

Reviewed by:

Executive Director of Community Development *TLT*
 City Engineer *OK*

EXECUTIVE SUMMARY

The Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1 is a partial replat of Bonbrook Plantation North Section Ten, being all of lot 1, block 3, consisting of 0.181 acres located at 9718 Emerald Briar Lane. The purpose of the replat is to establish dual twenty-four (24) foot and twenty-five (25) foot building lines. The twenty-four foot front building line is exclusively for the life of the current structure. The subject property was originally platted as part of Bonbrook Plantation North Section 10, and only includes a twenty-five (25) foot building line. The property is being replatted in this way to address the ½-foot encroachment of a structure as discussed in the Variance agenda item.

Staff recommends that the Planning Commission recommend approval to City Council of the Short Form Final Plat of Bonbrook Plantation North Section Ten Partial Replat No. 1.



PLANNING COMMISSION COMMUNICATION

February 17, 2016

ITEM #	ITEM TITLE
10	Development Agreement for Fort Bend County MUD No. 155

MOTION

Consideration of and action on a recommendation to City Council regarding a Development Agreement with B-BROOK LAND PARTNERS, L.P., a Texas limited partnership, and BEAZER HOMES TEXAS, L.P., a Texas limited partnership, in association with Fort Bend County Municipal Utility District No. 155 (Bonbrook Plantation).

RECOMMENDATION

Staff recommends approval of the Development Agreement for MUD No. 155.

MUD #	City/ETJ	ELECTION DISTRICT
155 (Bonbrook Plantation)	ETJ	N/A

SUPPORTING DOCUMENTS:

1. MUD No. 155 Development Agreement
2. Land Plan of Bonbrook Plantation South – 10-21-15 (please refer to agenda Item No. 5)

APPROVAL

Submitted by:

Travis Tanner

Travis Tanner, AICP
Executive Director of Community
Development

Reviewed by:

___ Executive Director of Community Development

X City Engineer *OK*

EXECUTIVE SUMMARY

Over the last several months, City staff has been in discussions with the developer of Bonbrook Plantation (Fort Bend County MUD No. 155) regarding the development approximately 144.14 acres south of their existing development and east of the intersection of Benton and Rohan Roads. The tract is in the Extraterritorial Jurisdiction (ETJ) and was annexed into MUD No. 155 as approved by City Council in May 2014. The Development Agreement for the additional 144.14 acres is being brought to the Planning Commission to make a recommendation to City Council. The Land Plan was approved by the Commission on October 21, 2015 and is attached for review. It would be approved by City Council as an attachment to the subject Development Agreement.

The Plan consists of 368 proposed lots and over 144.14 acres in fifteen (15) reserves. It contains 41 percent sixty-foot (60') lots and 59 percent sixty-five-foot (65') lots. It also conforms to current parkland dedication standards. Additionally, the east side of the development provides for a north-south collector street "stub out" to eventually connect to Stonecreek Estates when the property between the two is developed.

Following are some of the main points of the Agreement:

- The development will follow the City's current "Subdivision" Ordinance and Design Standards for public infrastructure;
- Plats will come before the Planning Commission and must comply with lot size and other applicable requirements; and
- The development will meet the City's current parkland dedication requirements, which require more amenities and parkland to be set aside than in the previous ordinance.

EXECUTIVE SUMMARY

Overall, the development represents an improvement in terms of lot sizes and amenities compared to what could be developed in the City or its ETJ under the previous ordinances. City staff recommends that the Planning Commission recommend approval to City Council of the Development Agreement for B-BROOK LAND PARTNERS, L.P., a Texas limited partnership, and BEAZER HOMES TEXAS, L.P., a Texas limited partnership, in association with Fort Bend County Municipal Utility District No. 155 (Bonbrook Plantation).

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ROSENBERG, TEXAS,**

B-BROOK LAND PARTNERS, L.P.,

AND

BEAZER HOMES TEXAS, L.P.

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**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ROSENBERG, TEXAS,**

B-BROOK LAND PARTNERS, L.P.,

AND

BEAZER HOMES TEXAS, L.P.

This Development Agreement (the "Agreement") is made and entered into as of _____, 2016, by THE CITY OF ROSENBERG, TEXAS, a home rule municipality in Fort Bend County, Texas, acting by and through its governing body, the City Council of Rosenberg, Texas (the "City"); and B-BROOK LAND PARTNERS, L.P., a Texas limited partnership, and BEAZER HOMES TEXAS, L.P., a Texas limited partnership (collectively, the "Developer").

RECITALS

The City is a home rule city and municipal corporation that provides a full-range of governmental services to its citizens.

The Developer owns approximately 144.1412 acres of land located within the City's extraterritorial jurisdiction, which acreage is more particularly described in **Exhibit A** (the "Tract"). The City wishes to provide for the orderly, safe, and healthful development of land within the City's extraterritorial jurisdiction as provided in Chapter 42, Texas Local Government Code.

The City previously entered into a Development Agreement with Bonbrook Plantation, L.P. and Beazer Homes Texas, L.P., dated February 22, 2005, (the "Original Development Agreement") concerning the development of an approximately 448.6692 acre tract of land adjacent to the Tract (the "Original Tract"), which Original Tract was encompassed within the boundaries of Fort Bend County Municipal Utility District No. 155 (the "District"). The Tract annexed into the District on _____.

The Developer intends to develop the Tract for single-family residential use. The development will occur in phases, and the Developer anticipates that each phase will be platted separately.

The Developer desires to develop a high quality single-family community on the Tract; however, the Developer represents that the feasibility of the development of the Tract requires an agreement providing for long-term certainty in regulatory requirements and development standards by the City regarding the Tract.

The City and the Developer agree that the development of the Tract can best proceed pursuant to a development agreement and pursuant to the Service Agreement (defined below).

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract. The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Developer agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

City means the City of Rosenberg, Texas.

City Council means the City Council of the City or any successor governing body.

Commission means the Texas Commission on Environmental Quality and its successors.

County means Fort Bend County, Texas.

Designated Mortgagee means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Article V hereof.

Developer means B-Brook Land Partners, L.P., a Texas limited partnership, and Beazer Homes Texas, L.P., a Texas limited partnership.

Development Ordinance means the City's development ordinance as defined in Section 3.01 of this Agreement.

Development Plan means the plan for the proposed development of the Tract, a copy of which is attached to this Agreement as **Exhibit C**, as it may be revised from time to time in accordance with the terms of this Agreement and with City approval of any material change, as determined by the City.

District means Fort Bend County Municipal Utility District No. 155, a municipal utility district duly created in accordance with the laws of the State of Texas, into which the Tract was annexed, and whose purposes are limited to supplying a public water supply, sanitary sewer services, drainage services, fire protection, roads, and/or parks and recreational services to the areas within its boundaries.

ETJ means the extraterritorial jurisdiction of the City.

Fire Protection Services Agreement means the Restated and Amended Fire Protection Agreement dated September 4, 2012, between the City and the District regarding the provision of fire protection services within the District's boundaries.

Groundwater Reduction Plan Participation Agreement means the Groundwater Reduction Plan Participation Agreement dated May 5, 2009, between the City and the District, as may be amended or modified from time to time.

HOA means the homeowners association for the homes within the District and the Tract.

Impact Fees means the fees assessed upon new development by the City pursuant to Article VI of Chapter 29 of the City Code of Ordinances to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to new development and the provision of water supply and wastewater services to such new development.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

Planning Commission means the Planning Commission of the City.

Service Agreement means the Water Supply and Wastewater Services Agreement between the City of Rosenberg, Texas, and (by virtue of an assignment) the District, dated February 22, 2005, including the Addendum to Water Supply and Wastewater Services Agreement dated May 17, 2011, and the First Supplement to Water Supply and Wastewater Services Agreement dated December 18, 2012, as may be amended, supplemented or restated from time to time and which is incorporated herein by this reference for all purposes.

Tract means all the land described in the attached **Exhibit A** and also means any other property annexed into the District and approved by City Council for such annexation, to be developed by Developer.

Ultimate Consumer means the purchaser of a tract or lot within the Tract who does not intend to resell, subdivide, or develop the tract or lot in the ordinary course of business.

Section 1.02 Exhibits. The following exhibits are attached to this Agreement as though fully incorporated herein:

- | | |
|-----------|-------------------------|
| Exhibit A | The Tract |
| Exhibit B | Development Ordinance |
| Exhibit C | Development Plan |
| Exhibit D | Memorandum of Agreement |

ARTICLE II
DEVELOPMENT PLAN, PLATTING, AND MUNICIPAL UTILITY DISTRICT

Section 2.01 Introduction. The Tract is to be developed as a single-family community. The land uses within the Tract shall be typical of a single-family development with single-family residential, institutional, and recreational facilities.

Section 2.02 Platting. The Developer is required to plat any subdivision of the Tract in accordance with the requirements of the Development Ordinance. *The Developer hereby acknowledges and agrees that the City's final approval of any plat of land within the Tract does not constitute in any way the City's reservation, commitment, or statement of availability of water, sanitary sewer, or stormwater drainage capacity or services for such land. The provision of such utilities to the Tract is the subject of the Service Agreement.*

Section 2.03 Automatic Termination. The City shall have the right to terminate this Agreement upon which action it shall be of no further force and effect if the Developer has not initiated construction of any infrastructure within the Tract three (3) years from the date of this Agreement.

ARTICLE III
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01 Regulatory Standards and Development Quality. The City and the Developer agree that one of the primary purposes of this Agreement is to provide for quality development of the Tract and certainty as to the regulatory requirements applicable to the development of the Tract throughout the development process. Feasibility of the development of the Tract is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Developer's performance of the obligations under this Agreement to develop the Tract in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees to the extent allowed by law that it will not impose or attempt to impose any moratoriums on building or growth within the Tract.

By the terms of this Agreement, the City and the Developer intend to establish development rules and regulations which will ensure a quality, unified development, yet afford the Developer predictability of regulatory requirements throughout the term of this Agreement. The City and the Developer hereby agree that "Development Ordinance," as used in this Agreement, means Chapter 25 of the City's Code of Ordinances, in the form attached to this Agreement as **Exhibit B** and not including any future amendments or changes; provided, however, ten (10) years from and after the date of this Agreement, Development Ordinance shall mean the City's then current ordinance regulating subdivisions, including any future amendments and changes. For purposes of determining which development regulations apply to a particular plat, the Development Ordinance shall be the one in effect, pursuant to the provisions of this Agreement, on the date of the Developer's submittal of a preliminary plat to the City. The development regulations and guidelines established in the Development Ordinance include density and land use regulations, a general land use plan, a circulation plan, a parks and recreation plan, and subdivision regulations. The City and the Developer agree that any City ordinance, whether heretofore or hereafter adopted, that addresses matters that are covered by

this Agreement shall not be enforced by the City within the Tract, except for the Development Ordinance to the extent expressed in this Agreement, and that the provisions of this Agreement govern development of the Tract.

Notwithstanding the foregoing provisions of this section, the parties agree that the City's plat filing fees, review fees, and inspection fees, as the City may amend them from time to time, shall be applied to the Developer and the Tract; provided, however, any such amendments adopted by the City Council shall apply uniformly throughout the City and its extraterritorial jurisdiction.

Notwithstanding the foregoing, the City's plumbing code as it is amended from time to time shall apply to the Tract and be adopted by the District. The Developer and/or District shall submit to the City evidence of such adoption upon the City's request.

Nothing contained herein shall be construed to extend the timeframe for the freezing of the Development Ordinance for the Original Tract (as defined above).

Section 3.02 Water/Wastewater/Drainage Services. (a) The plan for a water supply, storage, and distribution system; wastewater collection and treatment system; and stormwater control and drainage system to serve the Tract shall be developed in accordance with the Development Ordinance, City design standards and the Service Agreement.

(b) The number of lots will not exceed a number that can be served by the number of Equivalent Single-family Connections (as that term is defined in the Service Agreement) of Water Supply Services or Wastewater Services (as those terms are defined in the Service Agreement) to be provided to the District under the Service Agreement or by the regional wastewater treatment plant operated by Fort Bend County MUD 152 (the "Regional Plant") pursuant to that certain Construction Financing Agreement for Interim Wastewater Treatment Plant dated December 13, 2005, as amended (the "Regional Wastewater Agreement"). The Service Agreement is being amended on even date herewith to provide for additional Equivalent Single-Family Connections of Water Supply Services to serve the Tract. The Developer will work with the District to amend the Regional Wastewater Agreement to provide for additional wastewater treatment capacity to serve the Tract, if necessary.

(c) The Developer will purchase Water Supply Services and Wastewater Services from the District, which currently purchases Water Supply Services from the City and obtains Wastewater Services from the Regional Plant pursuant to the Regional Wastewater Agreement.

(d) The Developer will work with the District to install pipes, valves, spray heads and related appurtenances that have been approved by the Commission for effluent reclaimed water for all irrigation systems on at least 75% of District property within the boundaries of the Tract that can be served with effluent reclaimed water (such as irrigation in boulevards, parks, etc.). The District, the Developer and the City will mutually agree upon multiple points of connection. The City must approve the plans for such systems. The parties agree to work together to design and operate the District's irrigation systems so as to maximize the use of the effluent reclaimed water as such use affords credits against the groundwater reduction requirements of the Fort Bend Subsidence District, which credits shall be the property of the City to use for the benefit of the participants in the City's Groundwater Reduction Plan.

(e) The Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of streets, paving, drainage, water, wastewater, parks and recreational improvements constructed to serve the tract, to the extent allowed by law.

Section 3.03 Design Standards for Public Improvements. The Developer shall provide streets, paving, drainage, water, wastewater, parks and recreational facilities according to the Development Plan at Developer's sole cost; provided, however, the Developer may receive reimbursement of certain eligible costs from the District, as referenced in Section 3.02. The Developer shall provide written certification to the City from a professional engineer registered in the state of Texas that the City's then current design standards for streets, paving, drainage, water, wastewater, park and recreational improvements have been met. Subject to such certification from a registered professional engineer and approval of the plans by the City Engineer, no approval by the Planning Commission or the City Council shall be required.

To the extent allowed by law, the City agrees to modify its regulations for the construction of public improvements only as provided in this paragraph. During the term of this agreement, the City may modify, supplement, or amend the City design standards to make them consistent with generally acceptable standards within Fort Bend County, Texas. All such modifications, supplements and amendments to the City design standards shall be uniformly applied to all development governed by the Development Ordinance. The criteria and construction standards for drainage facilities and improvements shall be consistent with criteria and standards imposed by the Fort Bend County Drainage District as they may be amended by the Fort Bend County Drainage District from time to time. The Developer will comply with changes as set forth in this section.

Section 3.04 Construction. The streets, paving, drainage, water, wastewater, parks and recreational facilities to serve the Tract shall be constructed by or on behalf of the Developer at the Developer's expense in accordance with the Development Ordinance, City design standards and the plans approved by the City Engineer pursuant to Section 3.03 above.

Section 3.05 Impact Fees/Service Capacity. The Developer acknowledges and agrees that Impact Fees for water capacity, as same may be adjusted from time to time, to serve the Tract will be paid by Developer as the Tract is developed. Such fees shall be due at the time of platting, and capacity will be allocated to such land upon payment.

The Developer and the City acknowledge that the District provides for its own wastewater treatment capacity through its participation in the Regional Plant, and the Developer shall therefore not be required to pay Impact Fees to the City for wastewater treatment capacity to serve the Tract; provided that if the District and the City hereafter enter into an agreement whereby the City shall provide Wastewater Services to the District and the Tract, the Developer shall thereafter pay to the City all applicable Impact Fees for wastewater treatment capacity as the Tract is developed. Such fees shall be due at the time of platting, and capacity will be allocated to such land upon payment.

Section 3.06 Parks and Recreational Facilities. (a) The Developer will satisfy the parkland dedication requirements under Chapter 25, Article IV of the City Code of Ordinances.

(b) The City acknowledges and agrees that the Developer may make provisions for public park and recreational facilities to serve the Tract to be financed, developed, and maintained by the District, to the extent authorized by state law. The Developer agrees that any such amenities may be dedicated to a property owners association and/or to the District for ownership and operation and shall not be the responsibility of the City unless and until the City annexes the Tract, in which case the amenities owned by the District would become the property of the City. However, sites for stormwater detention systems shall be conveyed to and operated and maintained by the District. Notwithstanding the foregoing, prior to the first connection to the District's water supply system within the Tract being made, the Developer shall enter into a contract with the homeowners association within the District, or other entity acceptable to the City, but referred to as "HOA" in this subsection (b). Said contract shall provide that the land within the District shall have reserved stormwater detention capacity within the system and shall further provide that if the District will be dissolved pursuant to any applicable law, the HOA, prior to the effective date of dissolution, will accept conveyance of the sites for stormwater detention systems in fee from the District, it being understood and agreed that under no conditions will the City own, operate, or maintain any stormwater detention facilities.

(c) The Developer acknowledges and agrees that no trees shall be permitted to be installed within any public road or street rights-of-way within the Tract unless the Developer complies with Chapter 24, Article VI of the City Code of Ordinances, as amended from time to time, submits the required application and receives City approval.

Section 3.07 Fire Protection Services. The Developer acknowledges that the City and the District previously entered into the Fire Protection Services Agreement regarding the provision of fire protection services to the area and properties within the District. The City and the Developer acknowledge that the Tract is located within the service area for the City's Fire Station No. 3 and, therefore, the Fire Protection Services Agreement shall apply to the Tract. If it is determined that the Fire Protection Services Agreement requires amendment to provide services to the Tract, the City and the Developer agree to work with the District in good faith toward the completion of such an amendment.

Section 3.08 Road Facilities. (a) The Development Plan reflects proposed streets to be constructed by the Developer, which streets shall be constructed in accordance with all rules and regulations of all governmental entities having jurisdiction.

(b) Developer acknowledges and agrees to construct a roadway and roadway crossing over Gapps Slough (the "Roadway Crossing") for the purpose of connecting that portion of Turnbull Lane to be constructed within the Tract to the existing portion of Turnbull Lane north of the Tract. The Roadway Crossing may be a bridge, box culvert(s) or other such structure designed and constructed in accordance with the Development Ordinance, City design standards and the rules and regulation of any other governmental entity having jurisdiction, including, without limitation, the Fort Bend County Drainage District. Prior to construction, the Developer shall follow the procedure set forth in Section 3.03 above to obtain approval of the City Engineer of the design and plans for construction of the Roadway Crossing.

(c) Neither the Developer nor the District will be required by the City to construct any roadway improvements outside of the boundaries of the District other than in accordance with this Agreement.

(d) The City and the Developer acknowledge that they, along with other land developers in the vicinity of the Tract, should cooperate and negotiate contract terms in good faith for the equitable cost-sharing of the improvements to Benton Road between F.M. Highway 762 and A. Meyer Road; Bryan Road between F.M. Highway 2218 and F.M. Highway 2977; Spacek Road between U.S. Highway 59/Reading Road and Bryan Road; Ricefield Road between F.M. Highway 2977 and F.M. Highway 762; and A. Meyer Road between Benton Road and Berdett Road. The parties agree that approved costs of the agreed-upon road improvements should be allocated on the basis of the number of Equivalent Single-family connections to be benefited by the improvements.

Section 3.09 Liability of Ultimate Consumer. Ultimate Consumers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

ARTICLE IV PROVISIONS FOR DESIGNATED MORTGAGEE

Section 4.01 Notice to Designated Mortgagee. Pursuant to Section 5.03, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

Section 4.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 5.03 and Article VII.

Section 4.03 Designated Mortgagee. At any time after execution and recordation in the Real Property Records of Fort Bend County, Texas, of any mortgage, deed of trust, or security agreement encumbering the Tract or any portion thereof, the Developer (a) shall notify the City in writing that the mortgage, deed of trust, or security agreement has been given and executed by the Developer, and (b) may change the Developer's address for notice pursuant to Section 9.01 to include the address of the Designated Mortgagee to which it desires copies of notice to be provided.

At such time as a release of any such lien is filed in the Real Property Records of Fort Bend County, Texas, and the Developer gives notice of the release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a

particular provision of this Agreement or to terminate this Agreement, the City and the Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument executed by the Developer encumbering the Tract, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Tract and marketing it for sale and is not actively involved in the development of the Tract, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the property shall be in accordance with this Agreement.

If the Designated Mortgagee and/or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Tract, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE V PROVISIONS FOR DEVELOPER

Section 5.01 Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), or to allege that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. This waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert a claim under the Act for, any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 5.02 Developer's Right to Continue Development. The City and the Developer hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, the Developer may sell all or a portion of the Tract to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder, provided that the Developer shall retain ultimate responsibility for complying with the terms of this Agreement unless the City agrees in writing that the purchaser shall be responsible for and perform the Developer's obligations.

ARTICLE VI
MATERIAL BREACH, NOTICE AND REMEDIES

Section 6.01 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement and that Developer follow the development plans as set out in the Development Plan.

(a) The parties acknowledge and agree that any major deviation from the Development Plan and the concepts of development contained therein and any substantial deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred in any of the following instances:

1. Developer's failure to develop the Tract in compliance with the approved Development Plan, as from time to time amended, or Developer's failure to secure the City's approval of any material or significant modification or amendment to the Development Plan;

2. Failure of the Developer or the District to approve or consent to any annexation of territory by the City in accordance with this Agreement; or

3. Failure of the Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Tract.

(b) The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Tract within any time period.

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

1. The imposition or attempted imposition of any moratorium on building or growth on the Tract prohibited by State law or this Agreement;

2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than the plan set forth in this Agreement;

3. An attempt by the City to annex, in whole or in part, the property within the District prior to the occurrence of the conditions set forth in Section 4.01 of this Agreement;

4. An attempt by the City to enforce any City ordinance within the Tract that is inconsistent with the terms and conditions of this Agreement;

5. An attempt by the City to require modification or amendment of the Development Plan where it complies with the requirements of this Agreement; or

6. An attempt by the City to unreasonably withhold approval of a plat of land within the Tract that complies with the requirements of this Agreement.

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

Section 6.02 Notice of Developer's Default.

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

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

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

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 7.04 and subsequently exercise the applicable remedy under Section 7.05.

Section 6.03 Notice of City's Default.

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

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination.

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

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 7.04 and subsequently exercise the applicable remedy under Section 7.05.

Section 6.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 7.02 or 7.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within seven (7) days after the mediation is initiated or fourteen (14) days after mediation is requested. The parties participating in the mediation shall share the costs of the mediation equally.

Section 6.05 Remedies.

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 7.04, the City may, subject to the provisions of Section 5.03, file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 7.04, the Developer may file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek any relief available, at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act to enforce compliance with or termination of this Agreement.

ARTICLE VII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 7.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developer, their successors and assigns. In addition to the City and the Developer, Designated Mortgagees, and their respective successors or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Tract and shall be binding on all future Developers and owners of any portion of the Tract, other than Ultimate Consumers. A memorandum of this Agreement, in substantially the form attached hereto as **Exhibit D**, shall be recorded in the County Clerk Official Records of Fort Bend County, Texas.

Section 7.02 Term. This Agreement shall bind the parties and continue for twenty-five (25) years from the date of this Agreement, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and Developer. Upon the expiration of twenty-five (25) years from the date of this Agreement, this Agreement may be extended, at the Developer's request and with City Council approval, for successive one-year periods.

Section 7.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the County Clerk Official Records of Fort Bend County, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.

Section 7.04 Assignment or Sale. If the Developer proposes to sell substantially all of the Tract, or all of the Tract owned at such time by the Developer, the Developer shall provide prior written notice of such sale to the City. Any person who acquires the Tract or any portion of the Tract, except for an Ultimate Consumer whose liability is defined in Section 3.09 above, shall take the Tract subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided in Section 8.01 above, provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer and assignee enter into a written assignment agreement in a form satisfactory to the City and the City agrees in writing to such assignment, which approval will not be unreasonably delayed, conditioned or withheld. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Tract, other than to an Ultimate Consumer, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

Section 7.05 Transfer of Control of Developer. The Developer shall promptly notify the City in writing prior to any change in ownership or control of that Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of a Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Any notice required to be given by a party to a Designated Mortgagee shall be given as provided above at the address designated upon the identification of the Designated Mortgagee. Notice deposited in

the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Rosenberg
P.O. Box 32
Rosenberg, Texas 77471
Attn: City Manager
(fax) (832) 595-3311

Developers:

Beazer Homes Texas, L.P.
10235 W. Little York, Suite 100
Houston, Texas 77040
Attn: Jeff Anderson

B-Brook Land Partners, L.P.
c/o Legacy Trust
600 Jefferson, Suite 350
Houston, Texas 77002
Attn: Bill L. Liles

With copy to:

Coats Rose
9 Greenway Plaza, Suite 1100
Houston, Texas 77046
Attn: Richard L. Rose

John N. Taylor
Project Manager
19 Armand Shore Dr.
Houston, Texas 77058

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other parties. A Designated Mortgagee may change its address in the same manner by written notice to all of the parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 8.02 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 8.03 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 8.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Fort Bend County, Texas.

Section 8.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 8.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 8.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 8.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 8.10 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

Section 8.11 Effect on Original Development Agreement. Nothing contained herein shall affect or alter the terms of the Original Development Agreement (defined above), including, without limitation, the timeframe in the Original Development Agreement related to the freezing of the Development Ordinance.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the _____ day of _____, 2016.

CITY OF ROSENBERG, TEXAS

ATTEST:

APPROVED:

CITY SECRETARY

CITY ATTORNEY

B-BROOK LAND PARTNERS, L.P., a Texas
limited Partnership

By: _____

Name: _____

Title: _____

BEAZER HOMES TEXAS, L.P., a Texas limited
Partnership

By: Beazer Homes Texas Holdings, Inc., a Texas
corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
THE TRACT

EXHIBIT B
DEVELOPMENT ORDINANCE

EXHIBIT D
MEMORANDUM OF DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §

§ KNOW EVERYONE BY THESE PRESENTS:

COUNTY OF FORT BEND §

A Development Agreement (the "Agreement") was made and entered into as of _____, 2016, by and between the CITY OF ROSENBERG, TEXAS (the "City"), a municipal corporation in Fort Bend County, Texas, acting by and through its governing body, the City Council of Rosenberg, Texas; and B-BROOK LAND PARTNERS, L.P., a Texas limited partnership, and BEAZER HOMES TEXAS, L.P., a Texas limited partnership (collectively, the "Developer").

The Developer owns, or may own, approximately 144.1412 acres of land more particularly described in Exhibit "A" attached hereto (the "Tract").

The purpose of the Agreement is to define the City's regulatory authority over the Tract, to establish certain restrictions and commitments imposed and made in connection with the development of the land within the Tract, to provide certainty to the Landowner concerning regulation of the development within the Tract for a period of years, and to identify and establish a land plan and guidelines for development within the Tract.

A copy of the Agreement, and all exhibits, and supplements or amendments thereto, may be obtained from the City Secretary of the City of Rosenberg, Texas, upon payment of duplicating costs.

[EXECUTION PAGES FOLLOW]

EXECUTED as of _____, 2016.

CITY OF ROSENBERG, TEXAS

ATTEST:

APPROVED:

CITY SECRETARY

CITY ATTORNEY

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me on this ____ day of _____, 2016, by _____, as Mayor of the City of Rosenberg, Texas, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

(NOTARY SEAL)



PLANNING COMMISSION COMMUNICATION

February 17, 2016

ITEM #	ITEM TITLE
11	Requests for Future Agenda Items and Staff Report

MOTION

Consideration of and action on requests for future Agenda items and staff report regarding the following (Travis Tanner, Executive Director of Community Development):

- 2015 Residential Development Report;
- Planning Department Website Revisions; and,
- Code Review and Revisions update.

RECOMMENDATION

N/A

MUD #	City/ETJ	ELECTION DISTRICT
N/A	N/A	N/A

SUPPORTING DOCUMENTS:

1. N/A

APPROVAL

Submitted by:

Travis Tanner

Travis Tanner, AICP
Executive Director of Community
Development

Reviewed by:

___ Executive Director of Community Development
___ City Engineer

EXECUTIVE SUMMARY

The Staff Report of consists of specific projects that staff is currently working on, as well as other updates that are relevant to the Planning Commission. This item also allows the Planning Commission the opportunity to request that items be placed on future agendas.

For this item, staff will be providing a report of 2015 Single-Family Residential Development activity; of the revamped Planning Department website, including a new "Development Guide" document; and of the Code Review and Revision Services currently in progress (i.e., Parking Ordinance, residential carport setbacks, and local street pavement width ordinance revisions).

ITEM 12

Announcements.

ITEM 13

Adjournment.