

CITY OF LIBERTY HILL

Liberty Hill RV Resort Planned Unit Development

ORDINANCE NO. 2022-O-06.22-002

AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS TO AMEND APPENDIX A OF THE LIBERTY HILL CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE, WHICH ADOPTS ZONING DISTRICTS, USE REGULATIONS AND LOT DESIGN STANDARDS WITHIN THE CITY'S LIMITS AS WELL AS AN OFFICIAL ZONING MAP IN ACCORDANCE WITH THE COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF CERTAIN PROPERTIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Liberty Hill (City) adopted Ordinance 05-O-13 on March 22, 2005, which established Appendix A of the Code of Ordinances for the City, also known as the Unified Development Code (UDC), thereby adopting an official zoning map for the City; and

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

WHEREAS the City received a petition from the owner of a property consisting of approximately 19.372 acres out of the T.P. Plaster Survey, Abstract 510 and identified as assessor's parcel number R431457, specifically, locally addressed as 2224 Ranch Road 1869, Williamson County, Liberty Hill, Tx, 78642, to amend the property's zoning on the official zoning map from Agricultural (A) to Planned Unit Development (PUD);

WHEREAS the Planning and Zoning Commission (Commission) met in regular session on the 21st day of June 2022 and conducted a public hearing on this matter, after which the Commission recommended approval of the zone map amendment to the City Council by a vote of 3 to 0; and

WHEREAS public notice of such hearing was done in accordance with state law and the City's UDC through both mailed written notices and notices posted at both a municipal public building and online; and

WHEREAS the City Council conducted a public hearing on 22nd day of June 2022 to consider the Commission's recommendation as well as public comment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS

SECTION 1. The recitals contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as a part of this Ordinance.

SECTION 2. The official zoning map, as established under Chapter 4, Appendix A of the Code of Ordinances for the City of Liberty Hill, the Unified Development Code, is hereby amended to permanently rezone a portion of the property hereinafter described and as shown in Exhibit "A," as herein attached, from the Agricultural (A) zoning district to a Planned Unit Development (PUD):

Approximately 19.372 acres out of the T.P. Plaster Survey, Abstract 510 and identified as assessor's parcel number R431457, specifically, locally addressed as 2224 Ranch Road 1869, Williamson County, Liberty Hill, Tx, 78642.

SECTION 3. The City Administrator, or designee, is hereby directed to correct the official zoning map to implement the changes adopted herein.

SECTION 4. In all other respects, the use of the property herein described shall be subject to all applicable regulations contained in the City's Code of Ordinances, including the Unified Development Code, as amended.

SECTION 5. It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, because the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. All ordinances and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION 7. This Ordinance shall take effect immediately from and after its adoption and it is accordingly so ordained.

PASSED & APPROVED this 22nd day of June, 2022 by the City Council on a vote of 4 AYES; 0 NAYS; 0 ABSTENTIONS.


MAYOR LIZ BRANIGAN

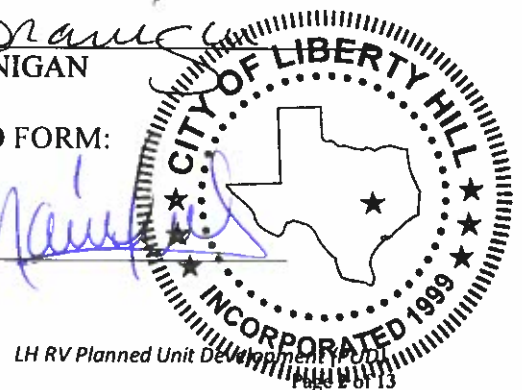
APPROVED AS TO FORM:

ATTEST:


CITY SECRETARY
ELAINE SIMPSON


CITY ATTORNEY

6/23/22



ARTICLE I. GENERAL PROVISIONS

- 1.1 Purpose.** The purpose of the PUD is to ensure a development that includes compatibility of land uses and allows for the adjustment of changing community demands by meeting one or more of the following criteria, namely that it:
- A. provides for superior design of lots or buildings
 - B. provides for open space for lot use
 - C. provides amenities or features that would be of special benefit to the property users or community
 - D. protects, preserves, or adequately mitigates for natural amenities and environmental assets such as trees, creeks, ponds, floodplains, hills, slopes, viewscapes and wildlife habitats; provides for an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
 - E. meets or exceeds the standards of the Code in effect as of the Vesting Date.
- 1.2 Zoning.** As reflected in the PUD Ordinance (as may be amended), the Property is designated LH RV PUD with a base district of C3 (General Commercial / Retail) and shall be developed in accordance with Exhibit "B" – Concept Plan, including this Agreement. All matters not specifically addressed in this Agreement shall be regulated by applicable sections of the Code (as hereinafter defined) in effect at the time of PUD execution. If there is a conflict between this Agreement and the Code, this Agreement shall supersede the specific conflicting provisions of the Code.
- A. Permitted Uses - All uses in the C3 (General Commercial / Retail) zoning district.
 - B. Prohibited Uses - Game rooms as defined in the Unified Development Code, Section 8.01 Use Definitions shall be prohibited.
- 1.3 Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined herein, or, if capitalized and not defined herein, as defined in the Code.

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

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

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

ARTICLE II. SPECIFICATIONS

- 2.1 Tree Preservation.** Owner shall make good faith efforts to maximize preservation of healthy specimens of native, preferred species of trees, including for purposes of preserving shade and minimizing the heat island effect. All remaining trees on the site shall remain or shall be mitigated in accordance with Section 6.07 Tree Inventory, Protection, and Preservation.
- 2.2 Open Space/Park Contribution.**
- A. **Required Amount.** Owner agrees to provide a minimum of 15% of open space based on the gross site area of the Property.
- B. **Wet Pond.** The wet pond that is provided for detention shall count towards the open space requirement so long as the Owner shall stock it with fish, or install a Wibit (floating recreational facility) within 24 months after the time of completion of the pond.
- C. **Park Contribution.** Owner agrees to pay \$90,000, which is 8% of the appraised/fair market value of the Property on the Effective Date (the "Park Contribution"), in full satisfaction of any and all parks and recreation fees due for the Project under the Code, including Section 5.11 of the Code. The Park Contribution will be paid by Owner, at its election, to either: (i) Liberty Hill youth sports leagues directly; or (ii) the City for the benefit of the Parks Board, such Park Contribution to be paid within 24 months after the opening of the Project for business, and Owner may elect to make a series of payments, the total of which will be \$90,000. In the event all or a portion of the Park Contribution is made to the City, the City may only use such funds for hard infrastructure costs for youth sport facilities (including baseball, softball, football, and basketball). The City may not use the Park Contribution for administrative expenses or other soft costs related to youth sports. Additionally, the City must utilize the entire Park Contribution on or before the date that is 42 months after the Effective Date or such Park Contribution (or any unused portion thereof) will be returned to Owner within 30 days after the expiration of such 42-month period. In the event Owner pays the Park Contribution directly to Liberty Hill youth sports leagues, Owner will provide City reasonable supporting documentation evidencing such payment.
- 2.3 Parking Requirements.**
- A. **Parking Requirements.** The following outline provides additional clarification on parking requirements.
1. **Campground Store:** One space for 500 square feet of retail area.
 2. **Shower/Restroom Facilities:** Shower and restroom facilities are considered accessory to the primary use. No parking is required.

3. **RV Units:** Two spaces per unit (one space for each RV Unit plus one space per unit for a guest). Parking for the RV Unit maybe incorporated into the RV Unit pad.
4. **Four-Plex Family Housing:** Two spaces per unit.

2.4 Access.

- A. **Primary Access.** Primary access to the Project shall be from RR 1869.
- B. **Secondary Access Point.** Any additional access point(s) onto RR 1869 are only required if approved by the Texas Department of Transportation and shall be used as an emergency access only.

2.5 Lighting. All proposed lighting will comply with the Code and shall be “dark sky” compliant.

2.6 Property Phasing. The Project may be developed in phases.

2.7 Fees. Owner shall pay the City’s standard application, review and development fees, as set out in the Code.

2.8 Additional Development Standards.

- A. All beer and wine sales shall be limited to the campground store and shall comply with the Texas Alcoholic Beverage Code.
- B. Individual freestanding mailboxes for any RV Units are prohibited. One community mailbox for the RV Unit portion of the Project is permitted and will be located at the registration building / campground store.
- C. Individual landscaping may not be installed by RV Unit tenants. Landscaping may only be installed by the owner and/or manager of the RV Unit portion of the Project.
- D. Individual porches or decks attached to any RV Units are prohibited unless required by the Americans With Disabilities Act.
- E. Internal roadways within the Project shall be concrete or asphalt. No gravel roads are permitted.
- F. No landscaping shall be within 3 feet of any fire hydrant. All landscaping, to include all vegetive plantings, shall not be lower than 14 feet above all fire lanes and at no point shall it be allowed to encroach a fire hydrant or fire lane clear space.

ARTICLE III. TERM, ASSIGNMENT AND AMENDMENT

- 3.1 Term.** The term of this Agreement will commence on the Effective Date and continue in perpetuity, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Owner.
- 3.2 Amendment by Agreement.** This Agreement may be amended as to all or part of the Property at any time by mutual written consent of the City and all owners of the Property at the time of such amendment.
- A. A major amendment to this PUD shall be processed as a zoning map amendment in accordance with the UDC and will be subject to filing fees for a PUD amendment. The following shall be considered a major amendment to the approved plan:
1. Any changes in a condition that was imposed by the City Council during the public hearing;
 2. Any changes in the approved development standards, land use schedules or the intensities of the land uses that were approved for the PUD by the City Council;
 3. A cumulative increase in overall building floor area that exceeds ten percent (10%) of what was originally approved;
 4. Any changes to the overall project boundary other than survey and title adjustments/corrections (expansions or contractions) that were originally approved for the PUD;
 5. Any changes that will create additional trip generations of ten percent (10%) or greater;
 6. Changes in approved building sitting and layout, off-street parking and circulation, landscaping and buffering, building design and architecture;
- B. A minor amendment to this PUD shall be processed administratively by the City Administrator or designee. The following shall be considered as non-substantial modifications subject to administrative approval:
1. Any number of increases in building floor area that do not exceed a cumulative total of ten percent (10%) above that which was originally approved;
 2. Any deviations in a development standard (e.g.; parking ratios, landscape requirements, buffer standards, building height, etc.) that does not exceed ten percent (10%);
 3. Additional of an ancillary land use that is deemed critical to be continued operation of the primary use, will not be in conflict with Section 2.3 of the UDC, does not overwhelm the primary use and does not change the original nature or intent of the PUD.

4. The City Administrator or designee shall establish procedures necessary to file and process a request for a minor amendment to the PUD.
5. Any approved minor amendments shall be annotated, cataloged and included with the original adopted ordinance. The City Administrator or designee shall advise the City Council of the administrative approval at the next available public meeting following said approval.

3.3 Variances

No application for relief by variance to a development standard outlined in this PUD shall be accepted or processed by City staff. Request for deviations to a standard outlined in this PUD shall adhere to the amendment's procedures outlined in Section 3.2 of this PUD.

3.4 Assignment.

- A. All of the Owners and all future owners of all or any portion of the Property, including, without limitation, any affiliates of Owners to which all or any portion of the Property is conveyed and contributed, shall have the benefits of this Agreement, and the Property may be developed as set forth herein without further action by the City; provided, however, that this Agreement may be amended as otherwise set forth herein.
- B. If Owner assigns its rights and obligations as to a portion of the Property, then the rights and obligations of an assignee and Owner will be severable, and Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner, the City may pursue all remedies against that nonperforming Owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing Owner's project, which performing Owner may also pursue remedies against the nonperforming Owner.
- C. Upon sale, transfer or conveyance of all or portions hereinafter described Property by the Owner thereof (the owner of each portion of the Property called "Owner" of such portion herein), the duties and obligations of the Owner, as it relates to the transferred Property, shall be assumed by the new owner, and the transferring Owner shall have no further liability relating to such transferred Property.
- D. This Agreement touches and concerns the Property and runs with the land.

ARTICLE IV. MISCELLANEOUS PROVISIONS

- 4.1 Necessary Documents and Actions.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary to effectuate the purposes and intent of this Agreement.
- 4.2 Severability.** In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 4.3 Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- 4.4 Venue.** All obligations of the parties created hereunder are performable in Williamson County, Texas, and venue for any action arising hereunder shall be in Williamson County.
- 4.5 No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.
- 4.6 Duplicate Originals.** This Agreement may be executed in duplicate original, each of equal dignity.
- 4.7 Notices.** Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

Owner:	City of Liberty Hill:
Dilley Development, LLC	City of Liberty Hill, Texas
800 CR 257	P.O. Box 384
Liberty Hill, Texas	Liberty Hill, Texas 78620
Attn: Clint Stephenson	Attn: City Administrator
- 4.8 Effective Date.** This Agreement shall be effective from and after the date of due execution hereof by all parties.
- 4.9 Binding Effect.** This Agreement and the General Development Plan bind and benefit the Owner and its successors and assigns.

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

- Exhibit "A"** - Legal Description of the Property
- Exhibit "A-1"** - Depiction of the Property

EXHIBIT "A"

Legal Description of the Property

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19-1013 Ben Montez.docx

EXHIBIT "A"

Page 1 of 2

**Metes and Bounds Description
A Survey of a
19.691 Acre Tract
Thomas P. Plaster Survey, Abstract No. 510
Bodenhamer Survey, Abstract No. 94
Williamson County, Texas**

Metes and bounds description of all that certain 19.691 acre tract or parcel of land lying and being situated in the Thomas P. Plaster Survey, Abstract No. 510 and the William Bodenhamer Survey, Abstract No. 94 Williamson County Texas, and being a the same property as a two 10.00 acre tracts described as Tract 1 and Tract 2 by a deed recorded as Document Number 2002031704 of the official public records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found marking the southeast corner of Tract 1, and also described as exhibit Tract 10 in the aforesaid deed, said corner also marking the southwest corner of Tract 2, also described as exhibit Tract 9 in the abovementioned deed, and also lying on the north right-of-way line of F.M. 1869;

THENCE: S 69°34'36" W, with the south line of the said Tract 1, and also being the north right-of-way line of F.M. 1869, for a distance of 376.20 feet to a point marking the southwest corner of the said Tract 1, and also making the southeast corner of a 4.31 acre tract as described by a deed recorded in Document Number 2007087289 of the official public records of Williamson County, Texas, a 5/8" iron rod set for reference bears N 52°15'48" E at a distance of 1.08 feet;

THENCE: N 19°06'37" W, along the said common line of the said Tract 1 and the the aforesaid 4.31 acre tract for a distance of 150.27 feet to a 1" iron pipe found for corner;

THENCE: N 12°21'17" W, with the aforesaid common line, at a distance of 348.01 feet, pass a nail found in concrete marking the northeast corner of the said 4.31 acre tract, continue for a distance of 1147.09 feet to a point for corner, being the northwest corner aforesaid Tract 1, and also marking an angle point in the south line of the Cierra Springs Final plat as recorded in document 2007007829 of the Williamson County Official Public Records, 2 inch metal fence post bears S 18°22'28" W at a distance of 0.56 feet;

THENCE: N 56°41'36" E, With the common line of the said Cierra Springs Subdivision and the northline of the said Tract 1, at a distance of 281.17 feet pass the northeast corner of the aforesaid Tract 1, also being the northwest of the aforesaid Tract 2, continue with the common line of Cierra Springs subdivision and the north line of the said Tract 2 for a total distance of 444.57 feet to a point marking the northeast corner of the said Tract 2, and also marking the southwest corner of a 23.433 acre tract as described by a deed recorded in Document Number 9720704, a 2" metal fence post bears S 22°35'01" E at 0.47 feet;

THENCE with the common line of the said 23.433 acre tract and the east line of the said Tract 2 for the following call:

S 39°45'14" E for a distance of 119.29 feet to a nail found for an angle point;

S 30°44'58" E for a distance of 553.52 feet to a 1/2" iron rod found for an angle point;

S 23°55'10" E for a distance of 287.71 feet to a 1/2" iron rod found for an angle point;

S 24°18'52" E for a distance of 377.19 feet to a 2" metal fence post found marking the southeast corner of Tract 2, and also lying on a curve, concave to the north, in the north right-of-way line of F.M. 1869;

Vertical Aspect, LLC • 320 Rio Brazos, Boerne, Texas 78006 • 210.896.3384

THENCE: along the arc of said non-tangent curve in the north right-of-way line of F.M. 1869 for a distance of 265.88 feet to a broken concrete monument for the end of said curve (curve data: central angle = 28°21'52", radius = 537.07, the chord bears S 55°23'40" W for a distance of 263.17 feet);

THENCE: S 69°34'36" W, continue with the said north right-of-way line, for a distance of 148.33 feet to the **POINT OF BEGINNING** and containing 19.691 acres (857,758 square feet) of land more or less.

The bearings displayed on this survey are from GPS Observations based on Texas State Plane Coordinate System - Texas Central NAD83 (2011) Epoch 2010.0 and are grid bearings. All distances displayed on this survey are grid distances having a Scale Factor of 0.999872.

All 5/8" set iron rods referenced in this description are marked with a blue plastic cap embossed with "RPLS 2099."

Conveyance of property by metes and bounds description may violate State, County, or Local government regulations and the purchaser may not be able to obtain a building permit if desired.

May 10, 2021



Surveyed By: *Mark R. Paulson*
Mark R. Paulson
Registered Professional
Land Surveyor No. 2099

EXHIBIT "A-1"

Depiction of the Property

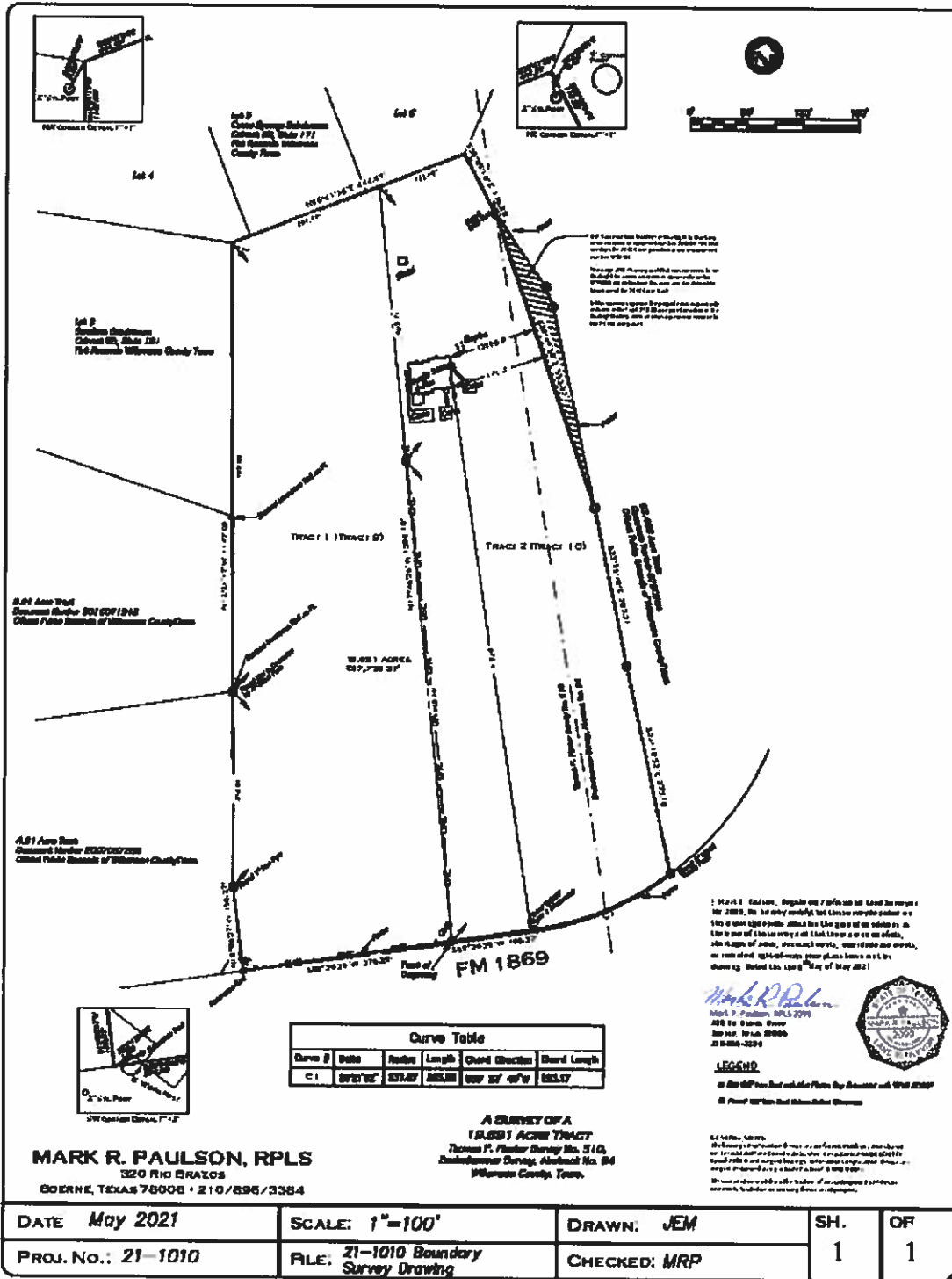


EXHIBIT "B"

Concept Plan

DILLEY DEVELOPMENT, LLC
Liberty Hill, Texas

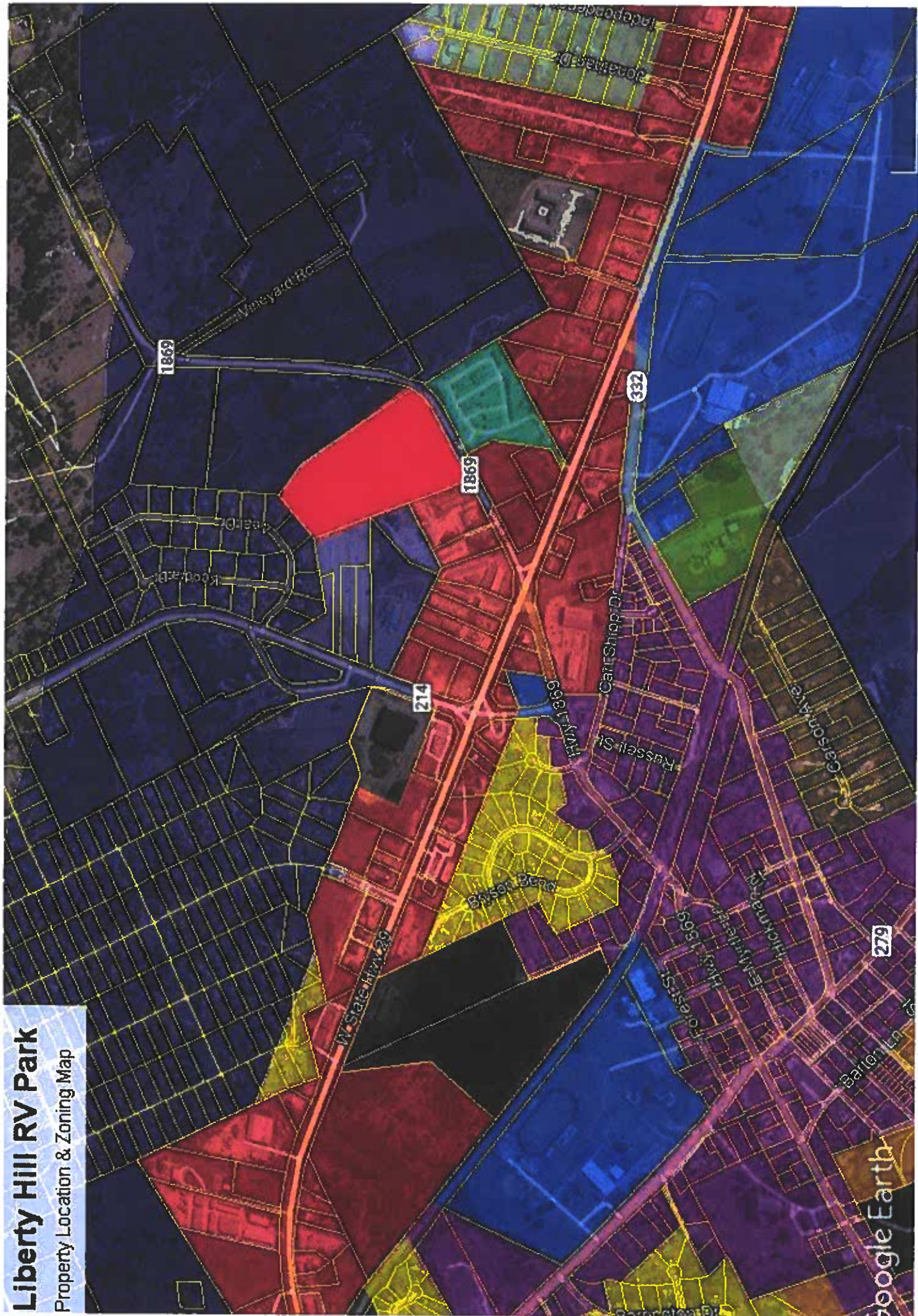
LHTX RV RESORT
2224 RR 1869 • LIBERTY HILL, TEXAS

M3 ENGINEERING
CIVIL ENGINEERING
BUILDING DESIGN
CONSTRUCTION MANAGEMENT

DEVELOPMENT PROPOSAL
1991 RV PADS
20.0 ACRES

Liberty Hill RV Park

Property Location & Zoning Map



Google Earth

