

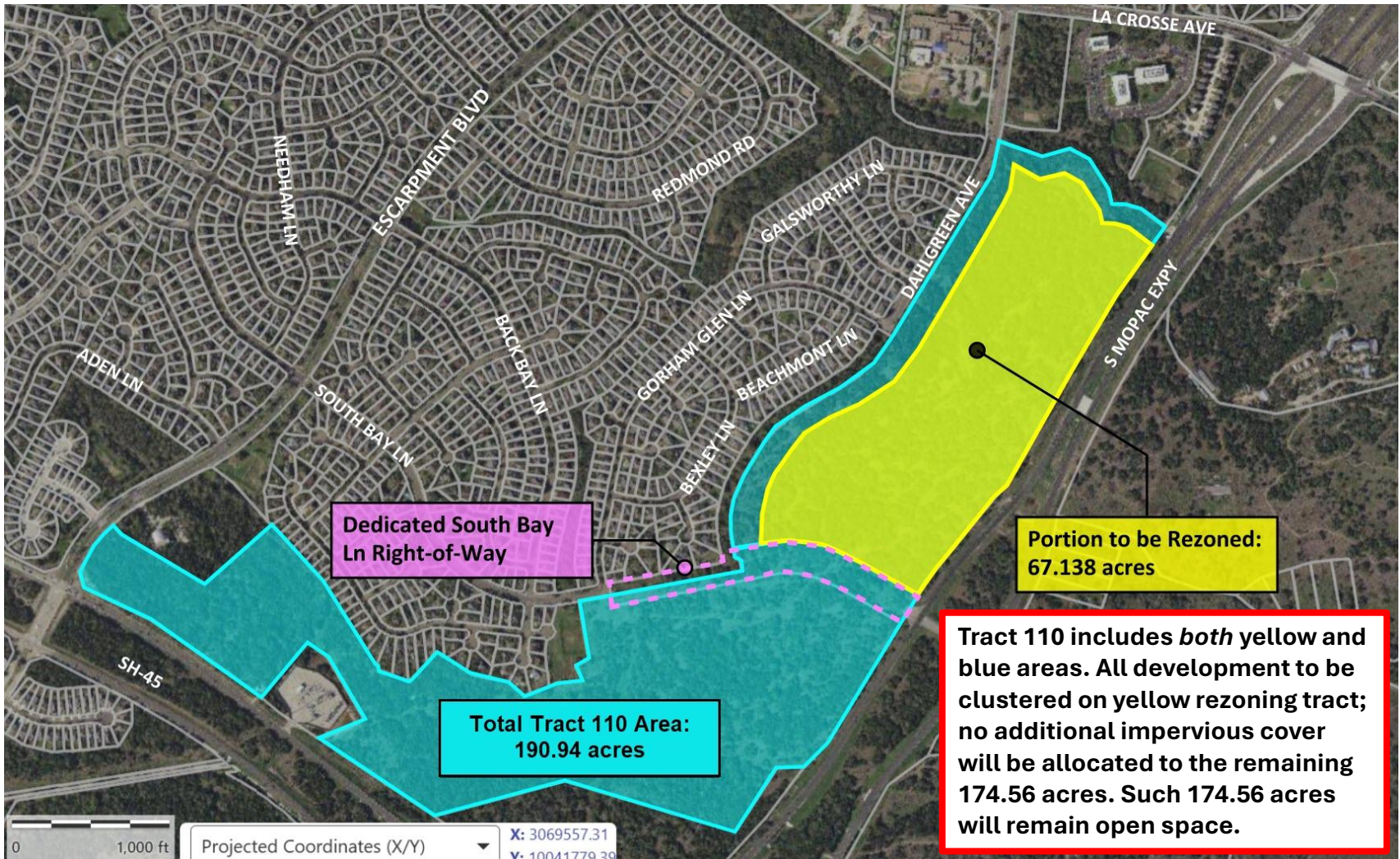
# **Circle C – Tract 110**

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Neighborhood Town Hall

June 18, 2026

# Tract 110



# Tract 110



# What can be built today?

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- 651,000 net rentable SF of Office uses
- Up to ~10,000 sf of neighborhood retail uses

# Proposed Project

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- Three phase residential project
  - Up to 1,000 residential units (Senior Living is included)
- Maximum of ~10,000 sf of neighborhood retail

# Controlling Documents

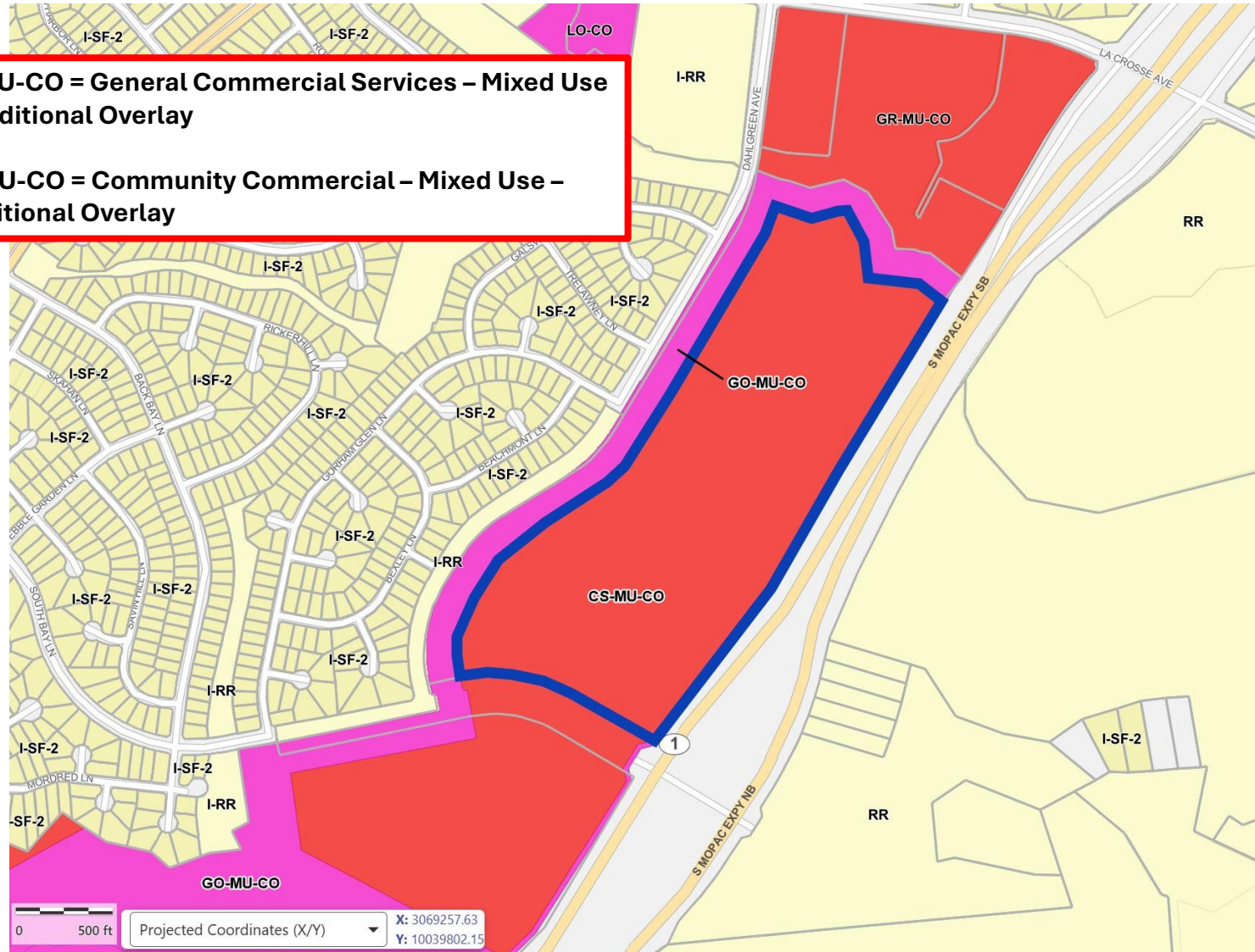
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1. City of Austin Zoning Ordinance
2. City of Austin/Stratus Development Agreement
3. Stratus/HOA Private Restrictive Covenant

# Existing Zoning

**CS-MU-CO = General Commercial Services – Mixed Use  
– Conditional Overlay**

**GR-MU-CO = Community Commercial – Mixed Use –  
Conditional Overlay**



# Rezoning Request

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- No changes to base zoning district CS-MU-CO
- Additional Permitted Uses:
  - Multifamily Residential
  - General Retail Sales (Convenience)
  - General Retail Sales (General)
  - Financial Services
  - Personal Improvement Services
  - Restaurant (General)
  - Medical Office (over 5,000 square feet)
- Removal of prohibition of access to Dahlgreen Ave.
- All other conditions to remain

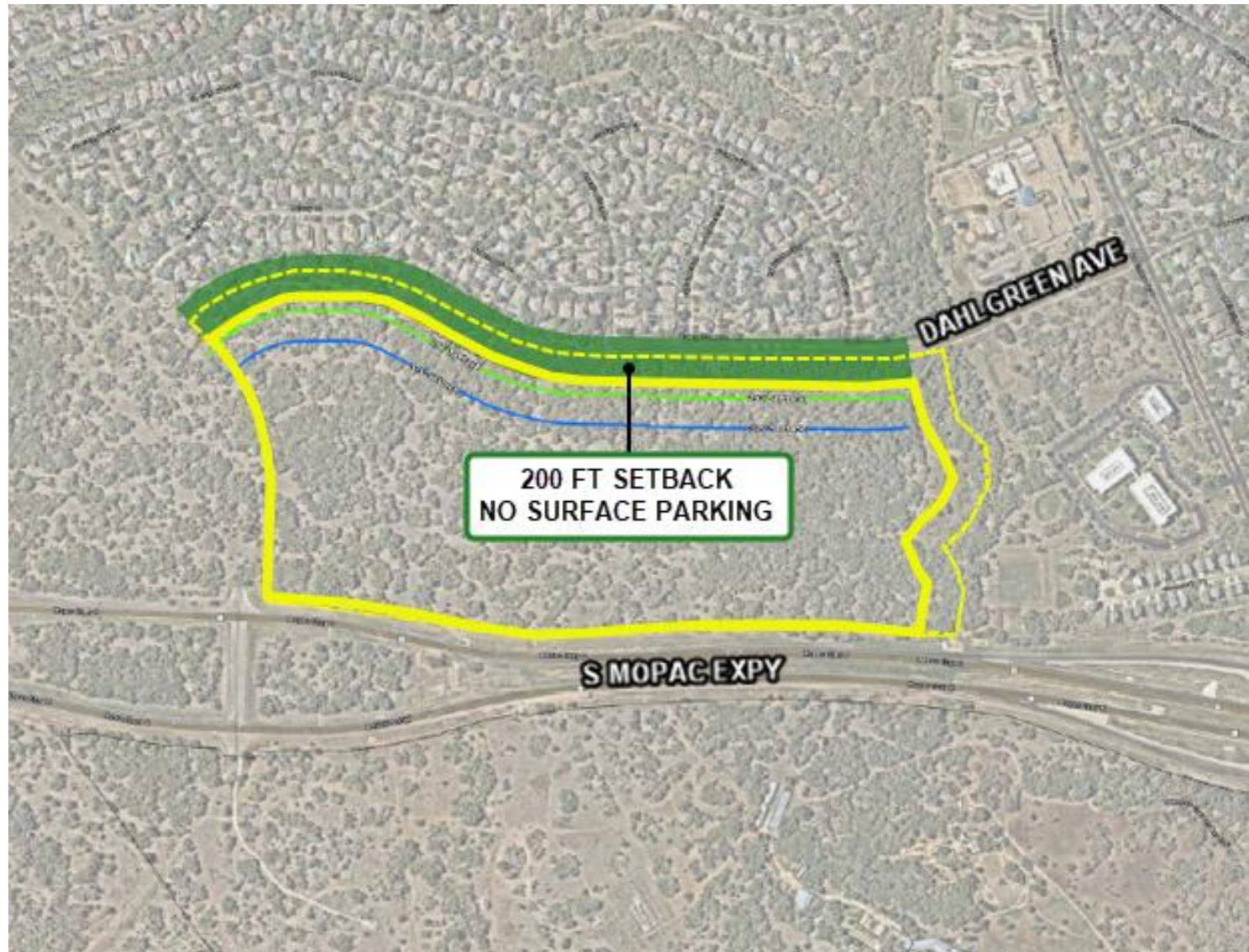
**If it is the desire of the majority of the neighborhood, Stratus will agree to remove the retail allocation (9,985.5 square feet) from the Development Agreement and the requested retail uses listed here from the rezoning request.**

# Setback Conditions To Remain

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1. Surface parking prohibited within 200 feet of platted single family lots

# Setbacks Exhibit

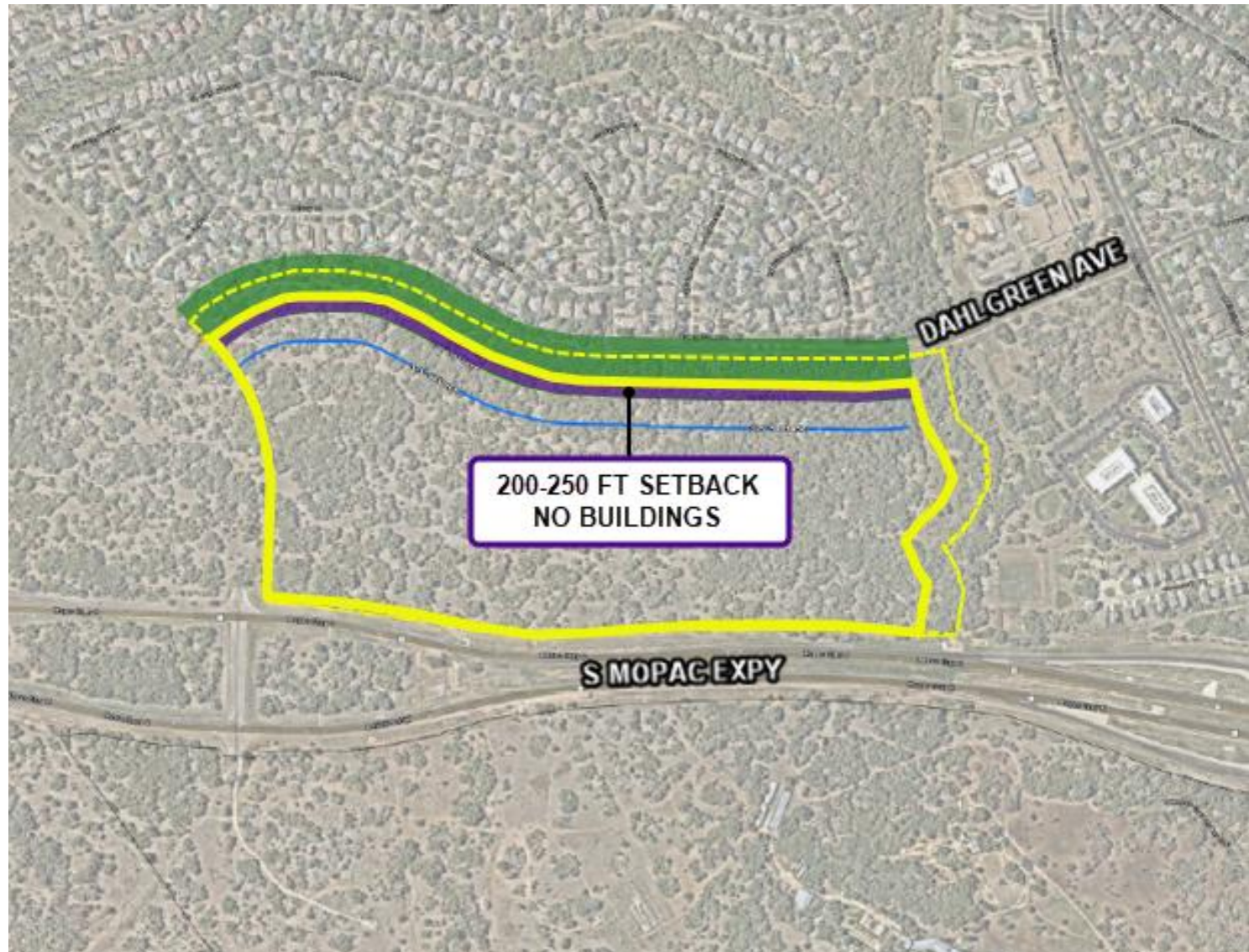


# Setback Conditions To Remain

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1. Surface parking prohibited within 200 feet of platted single family lots
2. No building or structure within 250 feet of platted single family lots

# Setbacks Exhibit

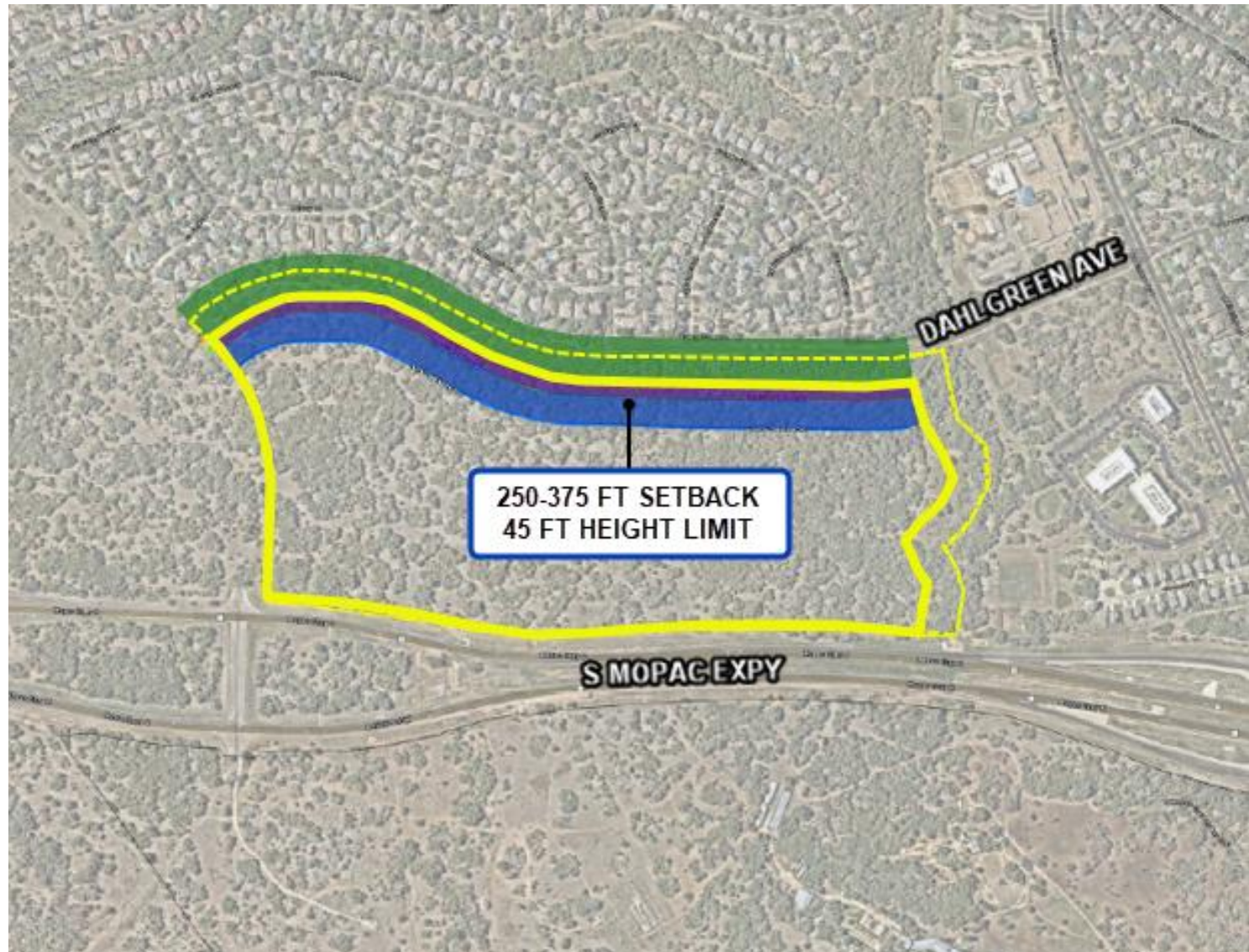


# Setback Conditions To Remain

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1. Surface parking prohibited within 200 feet of platted single family lots
2. No building or structure within 250 feet of platted single family lots
3. 45-foot maximum height of building or structure from 250 feet to 375 feet from platted single family lots

# Setbacks Exhibit

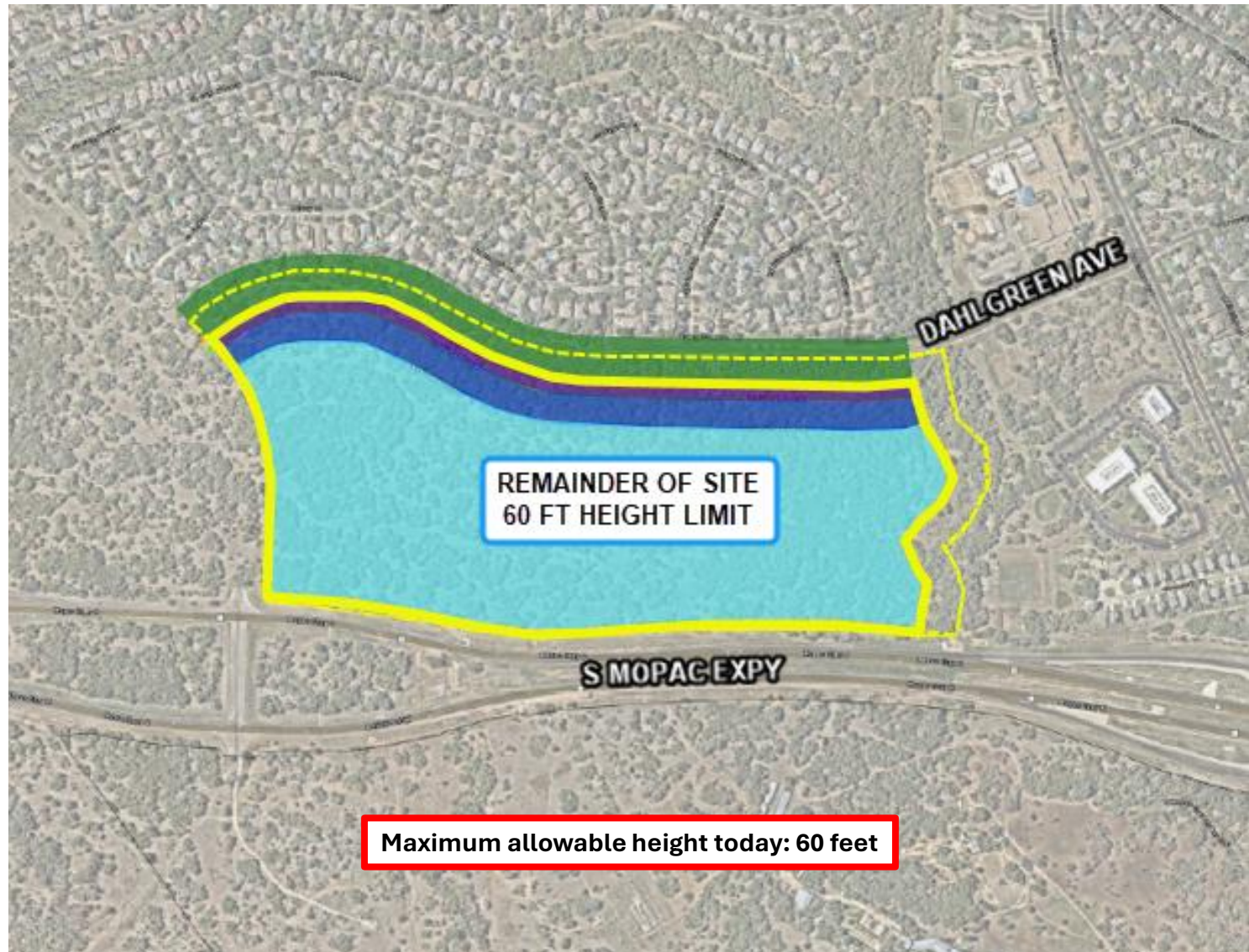


# Setback Conditions To Remain

---

1. Surface parking prohibited within 200 feet of platted single family lots
2. No building or structure within 250 feet of platted single family lots
3. 45-foot maximum height of building or structure from 250 feet to 375 feet from platted single family lots
4. 60-foot maximum height at 375-foot setback from single family lots

# Setbacks Exhibit



# Dahlgreen Access

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**PART 2.** The Property within the boundaries of the conditional overlay combining district established by this ordinance is subject to the following conditions for each tract:

1. Vehicular access from the Property to Dahlgreen Avenue is prohibited. All vehicular access to the Property shall be from other adjacent public streets or through other adjacent property.

The above language is the existing language in the zoning ordinance (ord. no. 020801-31), which is proposed to be amended.

# Development Agreement Amendment

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- Amendment request submitted concurrent to the Zoning Request
- Remove the requirement to construct South Bay
- Change of use for Tract 110 from Office (651,000 square feet) to Multifamily Residential (1,000 units)

# Development Agreement

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| Circle C Development Agreement Impervious Cover Allocations |                                  |                                   |                                           |                                   |
|-------------------------------------------------------------|----------------------------------|-----------------------------------|-------------------------------------------|-----------------------------------|
|                                                             | Impervious Cover                 |                                   | Available Development Density Allocations |                                   |
| Tract #                                                     | Initial Allocation of IC (acres) | Remaining IC (acres)<br>Available | Net Floor Area of Retail<br>Space         | Net Floor Area of Office<br>Space |
| 110                                                         | 26.26                            | 16.38481                          | 9,985.50                                  | 651,000                           |

**Table represents existing impervious cover and density allocations for Tract 110 per the Development Agreement.**

# Circle C HOA Restrictive Covenant

## Existing private restrictive covenant, instrument no. 2011132004



TRV 2011132004  
28 PGS

### AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS [Circle C: Tract 110]

This Amended and Restated Declaration of Restrictive Covenants [Circle C: Tract 110] (the "Restrictive Covenant" or "Declaration"), is made by Circle C Land, L.P., a Texas limited partnership, fka Circle C Land Corp. ("Declarant") and Circle C Homeowners Association, Inc., a Texas non-profit corporation (the "CCHOA"), and is as follows:

#### RECITALS:

A. Declarant is the owner of: (i) Lot 1, Circle C Ranch Phase B, Section 19, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 98, Page 371, Official Records of Travis County, Texas ("Lot 1"); (ii) Lot 2, Circle C Ranch Phase B, Section 19, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 98, Page 371, Official Records of Travis County, Texas ("Lot 2"); and (iii) approximately 246.4 acres of real property as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "246 Acre Tract"). Lot 1, Lot 2 and the 246 Acre Tract are collectively referred to herein as "Tract 110" or the "Property."

B. Declarant agreed to impose upon Tract 110 certain covenants and conditions for the benefit of the owners of Tract 110 and the Circle C Homeowners Association, Inc., a Texas non-profit corporation (the "CCHOA"), and in furtherance of such agreement, Declarant (under its prior name, Circle C Land Corp., a Texas corporation) entered in to that certain Declaration of Restrictive Covenants [Circle C: Tract 110] dated August 15, 2002 (the "Original Declaration"), which Original Declaration was not recorded in the Official Public Records of Travis County, Texas.

C. Paragraph 7.B. of the Original Declaration states that the Original Declaration may not be amended by Declarant except with the consent of the owners of 75% of the aggregate of the Property and CCHOA (whose consent shall be expressed through the approval of a majority of the Board of Directors of CCHOA).

D. Declarant is the owner of at least 75% of the aggregate Property, and thus, Declarant and CCHOA are the proper parties to enter into this Declaration.

E. Declarant desires to amend and restate the Original Declarations, and CCHOA consents to such amendment and restatement of the Original Declarations and agree that this Declaration shall replace the Original Declaration as of the Effective Date hereof.

**NOW, THEREFORE**, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and: (i) shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns; and (ii) that each contract, deed or conveyance of any kind conveying those portions of such Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance.

1. Tract 110 Buffer. Other than improvements associated with a fire station, no improvements, except landscaping, pedestrian walkways, irrigation, detention and drainage facilities, water quality controls and related facilities, utility facilities, sidewalks, fencing and hike

and bike trails shall be constructed within the portion of Tract 110 encumbered by this Declaration and depicted on Exhibit "B", attached hereto.

2. Access Prohibition. There shall be no vehicular access for the purpose of ingress and egress from Tract 110 to Dahlgreen Avenue, an existing public right-of-way.

3. Lot 1 Restrictions. The following covenants and restrictions shall apply to Lot 1:

A. Setbacks. In the event Lot 1 is developed for single-family residential use (single family residential for the purpose of this Paragraph shall include a condominium regime consisting of detached single-family residences), no residence shall be constructed within twenty-five feet (25') of the portion of the LaCrosse Avenue right-of-way. In the event Lot 1 is developed for a college, university, or similar institution of higher learning ("University Use"): (i) no building shall be permitted within one hundred feet (100') of the LaCrosse Avenue right-of-way, as it exists on the date hereof; and (ii) no parking improvements shall be permitted within fifty feet (50') of the LaCrosse Avenue right-of-way, as it exists on the date hereof. In the event Lot 1 is developed for any use other than single-family residential or a University Use: (i) no building shall be permitted within fifty feet (50') of the LaCrosse Avenue right-of-way; and (ii) no parking shall be permitted within twenty-five feet (25') of the LaCrosse Avenue right-of-way. The setbacks established by this Paragraph 2.A shall be measured from the common boundary of Lot 1 and the LaCrosse Avenue right-of-way, as it exists on the date hereof.

B. University Use Restrictions. The following covenants and restrictions shall apply to Lot 1 during any such time Lot 1 is used for a University Use, but not otherwise:

(i) Noise. No exterior speakers, horns, bells, whistles, sirens, or other device that emits loud noises may be permanently placed outside any building on Lot 1 without the prior written consent of the CCHOA, provided that security and fire alarms are not prohibited by this provision and do not require the consent of the CCHOA.

(ii) Temporary Signage. No temporary signs, banner signs, homemade signs, wooden signs, or other similar signs ("Temporary Signs") may be placed on Lot 1, or any CCHOA common areas or nearby private property without the prior written consent of the CCHOA (or Architectural Committee, if applicable). Notwithstanding the foregoing, Temporary Signs shall be permitted ten (10) days prior to and during the outdoor events permitted below, and no CCHOA or Architectural Committee approval shall be required for such Temporary Signs.

(iii) Outdoor Events. Up to five (5) outdoor events ("Outdoor Events") may be held in any calendar year without the approval or consent of the CCHOA, provided that advance notice of such event is provided to the CCHOA. CCHOA consent shall be required for any additional outdoor events to be held on Lot 1. All outdoor events must end no later than 8:00 p.m.

# Circle C HOA Restrictive Covenant

---

Existing private restrictive covenant, instrument no. 2011132004.  
Language below (highlighted) proposed to be amended.

and bike trails shall be constructed within the portion of Tract 110 encumbered by this Declaration and depicted on Exhibit "B", attached hereto.

2. Access Prohibition. There shall be no vehicular access for the purpose of ingress and egress from Tract 110 to Dahlgreen Avenue, an existing public right-of-way.

3. Lot 1 Restrictions. The following covenants and restrictions shall apply to Lot 1:

A. Setbacks. In the event Lot 1 is developed for single-family residential use, (single family residential for the purpose of this Paragraph shall include a

# Circle C HOA Restrictive Covenant

## Fully executed amendment to private restrictive covenant.

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

### FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS [Circle C: Tract 110]

This **FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS** [Circle C: Tract 110] (this "**Amendment**") is made by **CIRCLE C LAND, L.P.**, a Texas limited partnership ("**Declarant**") and **CIRCLE C HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "**CCHOA**"), and is as follows:

#### RECITALS:

A. Declarant and CCHOA are parties to that certain Amended and Restated Declaration of Restrictive Covenants [Circle C: Tract 110] recorded under Document No. 2011132004, Official Public Records of Travis County, Texas (as the same may be amended from time to time, the "**Declaration**").

B. Paragraph 7.B. of the Declaration provides that the Declaration may be amended with the consent of the owners of seventy-five percent (75%) of the aggregate of the Property (as defined in the Declaration) and CCHOA (whose consent shall be expressed through the approval of a majority of the Board of Directors of CCHOA).

C. Declarant is the owner of not less than seventy-five percent (75%) of the aggregate of the Property, and CCHOA, acting through the affirmative vote of a majority of its Board of Directors, has duly authorized the execution and delivery of this Amendment; accordingly, the conditions precedent to amendment set forth in Paragraph 7.B. of the Declaration have been satisfied, and Declarant and CCHOA are authorized to execute and record this Amendment in accordance with the terms thereof.

D. Declarant and CCHOA desire to amend Paragraph 2 of the Declaration, titled 'Access Prohibition,' to (i) delete the existing prohibition on vehicular ingress and egress between Tract 110 and Dahlgreen Avenue, (ii) impose a prohibition on vehicular ingress and egress between Tract 110 and South Bay Lane, and (iii) expressly authorize and permit vehicular ingress and egress between Tract 110 and Dahlgreen Avenue, all upon the terms and subject to the conditions set forth herein.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and CCHOA agree as follows:

1. **Access Prohibition.** Paragraph 2 of the Declaration, titled "Access Prohibition," is hereby deleted in its entirety and replaced with the following:

"2. **Access Prohibition.** There shall be no vehicular access for the purpose of ingress and egress from Tract 110 to South Bay Lane, an existing public right-of-way. Notwithstanding the foregoing or any other provision of this Declaration, vehicular access for the purpose of ingress and egress from Tract 110 to Dahlgreen Avenue, an existing public right-of-way, is expressly permitted."

2. **Ratification.** Except as expressly modified by this Amendment, all terms and provisions of the Declaration remain in full force and effect and are hereby ratified and confirmed in all respects. In the event of any conflict between the terms of the Declaration and this Amendment, the terms of this Amendment shall control.

3. **Binding Effect.** This Amendment shall be binding upon the owners of all or any portion of the Property and shall inure to the benefit of CCHOA and all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns.

4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Texas. This Amendment is performable in Travis County, Texas.

5. **Severability.** If any provision of this Amendment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and all other provisions shall remain in full force and effect.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. **Effective Date.** This Amendment shall be effective upon its recordation in the Official Public Records of Travis County, Texas.

\*\*\*\*\*

[Signature Pages to Follow]

# Circle C HOA Restrictive Covenant

---

Fully executed amendment to private restrictive covenant.

1. **Access Prohibition.** Paragraph 2 of the Declaration, titled "Access Prohibition," is hereby deleted in its entirety and replaced with the following:

"2. Access Prohibition. There shall be no vehicular access for the purpose of ingress and egress from Tract 110 to South Bay Lane, an existing public right-of-way. Notwithstanding the foregoing or any other provision of this Declaration, vehicular access for the purpose of ingress and egress from Tract 110 to Dahlgreen Avenue, an existing public right-of-way, is expressly permitted."

# Items to Discuss

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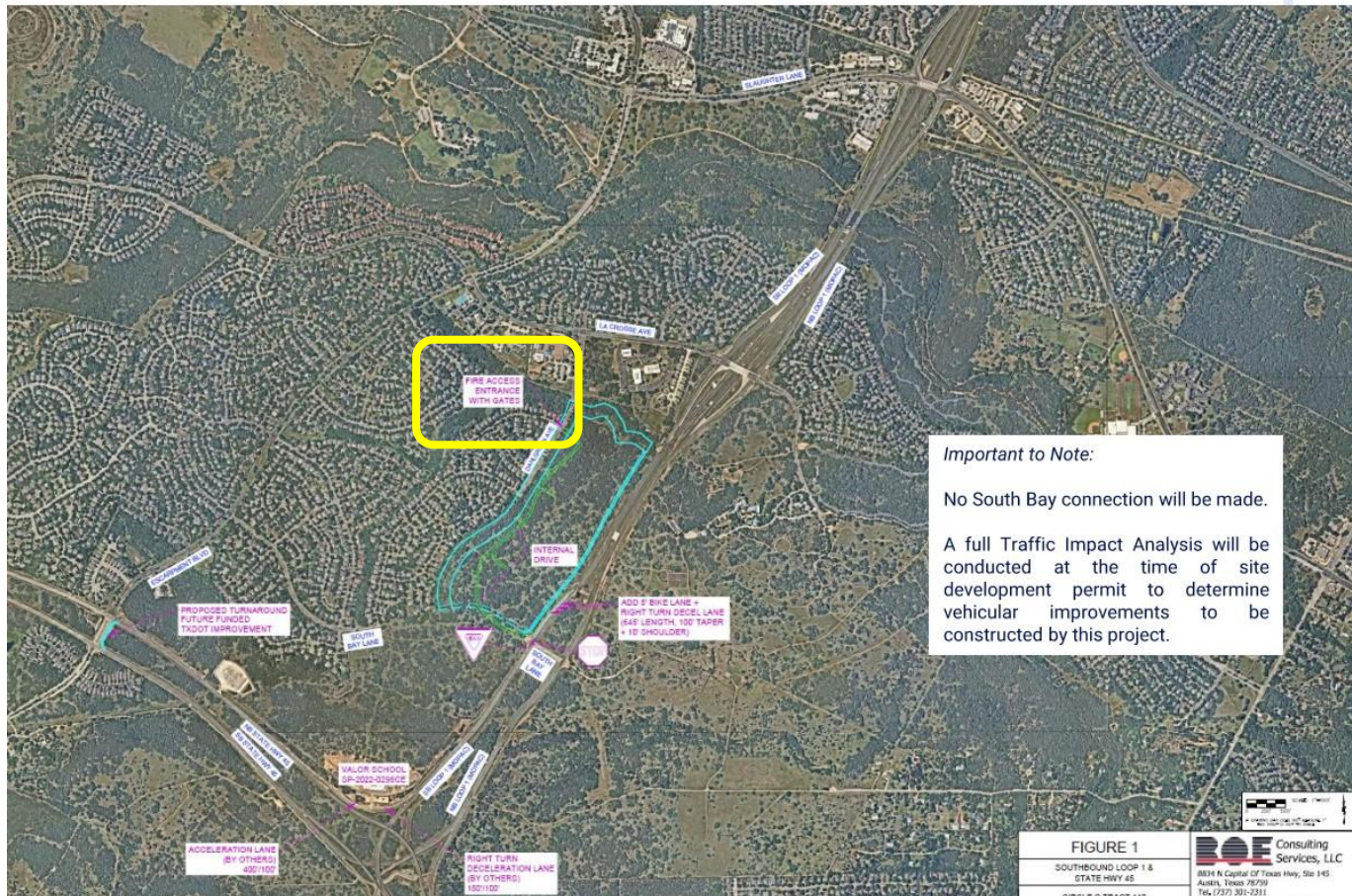
- ☐ ACCESS
- ☐ TRAFFIC
- ☐ ENVIRONMENTAL
- ☐ HOUSING AND AFFORDABLE HOUSING
- ☐ KIKER ELEMENTARY SCHOOL CAPACITY

# Circle C HOA Meeting – April 30, 2025

Original regional traffic and access proposal shown at April 30, 2025 meeting.

## Traffic - Regional

DRAFT



# Circle C HOA Meeting – April 30, 2025

Original regional traffic and access proposal shown at April 30, 2025 meeting.

## Site Plan

- ★ The gated connection to Dahlgreen, starred on the site plan, is for emergency vehicle access only.

**DRAFT**  
STRATUS



# Requirement of Secondary Access Point

CIRCLE C TRACT 110  
SITE ACCESS DRIVEWAYS  
May 14, 2025

## 2. SITE ACCESS DRIVEWAYS

The proposed site will have (1) one driveway designated as Driveway A utilized as a primary means of travel to and from the site. Driveway A is proposed to be aligned with the existing South Bay Lane and Loop 1 intersection located east of the site. Driveway A will operate as full purpose access with a right in/left out only. Driveway A will not connect to the intersection of South Bay Lane/Dahlgreen Ave located west of the site. Driveway A has been identified and labeled in the Site Location Map as well as the Conceptual Site Plan available within the appendix of the report as Appendix B.

Are right outs prohibited? Trip distribution shows otherwise.

TDS has concerns about having one access point (not including emergency access) with the amount of trips associated with the development, especially if this one access point is not proposed to be signalized. Please address the safety issues with drivers using this access without signalized control. TDS suggests adding a second access to the site. Also consider access to/from the nearby school.

## 3. ROADWAY NETWORK

**South Mopac Expressway (Loop 1)** in the vicinity of the site is a Level 5, 4-lane divided arterial road located east of the proposed site. The posted speed limit is 65 miles per hour (mph). Based on the TxDOT Statewide Traffic Analysis and Reporting System data, the Annual Average Daily Traffic (AADT) along Mopac in the vicinity of the site is 42,000 vehicles per day (vpd).

**South Bay Lane** is a Level 3, 4-lane undivided road located south of the proposed site. Currently, South Bay Lane runs across Loop 1 and connects northbound and southbound directions of Loop 1 providing a turnaround option for existing traffic. South Bay Lane is proposed to extend west and align/connect with the proposed **Driveway A** allowing the proposed site traffic to utilize Loop 1 as primary means of travel. South Bay Lane is not proposed to extend and tie-into the intersection of S Bay Lane/Gorham Glen Lane.

## 4. PROJECTED SITE TRAFFIC

The proposed site traffic was estimated through trip generation and trip distribution analyses. This section also provides the resulting turning movement volumes at each study intersection generated by the proposed site.

### 4.1. TRIP GENERATION

For the purposes of trip generation, the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition was utilized. The decision on whether to utilize rates versus equations from the ITE Trip Generation Manual is defined in the ITE Trip Generation Handbook, 3rd Edition. The anticipated unadjusted trip generation was then calculated for each land use proposed for the site. **Table 1** provides the trip generation for the proposed site. Trip Generation Summary is also available within the appendix of the report as Appendix C.

**Zoning Transportation Analysis (ZTA) comments from City of Austin requiring two (2) points of access, received June 25, 2025.**

RECEIVED: June 25, 2025

# Zoning Ordinance, Development Agreement and Restrictive Covenant

Existing documents controlling access.

## ORDINANCE NO. 020801-31

AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING AND CHANGING THE ZONING MAP FOR A 246.389 ACRE TRACT OF LAND BORDERED GENERALLY BY SOUTH MOPAC EXPRESSWAY (LOOP 1) ON THE EAST, STATE HIGHWAY 45 ON THE SOUTH, LA CROSSE AVENUE ON THE NORTH AND DAHLGREEN AVENUE ON THE WEST, GENERALLY KNOWN AS TRACT 110 OF THE STRATUS PROPERTY AT CIRCLE C, FROM INTERIM RURAL RESIDENCE (I-RR) DISTRICT TO COMMUNITY COMMERCIAL-MIXED USE-CONDITIONAL OVERLAY (GR-MU-CO) COMBINING DISTRICT FOR TRACT A AND TRACT C, GENERAL COMMERCIAL SERVICES-MIXED USE-CONDITIONAL OVERLAY (CS-MU-CO) COMBINING DISTRICT FOR TRACT B AND GENERAL OFFICE-MIXED USE-CONDITIONAL OVERLAY (GO-MU-CO) COMBINING DISTRICT FOR TRACT B-1.

### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

**PART 1.** The zoning map established by Section 25-2-191 of the City Code is amended to change the base districts on the property described in Zoning Case No.C14-02-0040.110, on file at the Neighborhood Planning and Zoning Department, as follows:

Tract 110: A 246.389 acre tract of land, more or less, out of the Samuel Hamilton Survey No. 16, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this ordinance, (the "Property") and being comprised of three separate tracts of land generally described as follows:

Tract A: From interim rural residence (I-RR) district to community commercial-mixed use-conditional overlay (GR-MU-CO) combining district.

Lots 1 and 2, Block Y, Circle C Ranch, Phase B, Section Nineteen Subdivision, a subdivision in the City of Austin, Travis County according to the map or plat of record in Book 98, Pages 371-373 of the Plat records of Travis County, Texas, and

Tract B: From interim rural residence (I-RR) district to general commercial service-mixed use-conditional overlay (CS-MU-CO) combining district.

All of that land lying between Tracts A and Tract C, SAVE AND EXCEPT, the area described as Tract B-1, and

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made to be effective as of the 15<sup>th</sup> day of August, 2002 by and between the CITY OF AUSTIN, a home rule city and municipal corporation located in Travis, Hays and Williamson Counties in the State of Texas (the "City") and CIRCLE C LAND CORP., a Texas corporation ("CCLC"). CCLC and the City are collectively referred to as the "Parties".

### RECITALS:

A. CCLC is the owner of the Land, currently comprising 17 separate parcels (each an "Initial Parcel") located entirely within the corporate city limits of the City. Each such Initial Parcel is assigned a number from 101 to 115CZ and 115RZ as set forth in Exhibit "B", and individual Initial Parcels will be referred to herein by reference to such parcel numbers (e.g., Parcel 101, Parcel 102CZ, etc.), with Parcel 102CZ and Parcel 102RZ being sometimes collectively referred to herein as Parcel 102 and Parcel 115CZ and Parcel 115RZ being sometimes collectively referred to herein as Parcel 115.

B. The Land is a part of a master planned, mixed-use development locally known and referred to as the "Circle C Ranch." Development of the Circle C Ranch began in the early 1980's by CCLC's predecessor-in-interest as a unified master plan development project. The master plan included a land use plan, a utility plan for the provision of water, wastewater, drainage and other utilities, a roadway and transportation plan, and a plan for schools, parks, and amenities for the entire Circle C Ranch community. Since that time, development has occurred, including the creation and operation of municipal utility districts, the construction and operation of water and wastewater utility systems, the construction of major roadways, the construction of regional stormwater detention and drainage facilities, the development of numerous subdivisions, and the dedication and improvement of parkland and common areas. Based on various permits and approvals applied for and approved by the City, including, without limitation, the filing and approval of preliminary subdivision plans covering all of the Land, CCLC has asserted that it has entitlements attributable to the Land under Chapter 245 of the Texas Local Government Code.

C. A controversy has arisen between the City and CCLC with respect to the development ordinances and standards applicable to the Land (the "Controversy"). The City and CCLC desire to resolve and settle all controversies between them regarding City development ordinances, regulations, and standards which apply to the Land in order to provide certainty with regard to the development rights applicable to the Land and to promote the timely and expeditious review of all development permits and applications related to the Land as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the Parties' respective covenants and agreements established by this Agreement, the Parties agree as follows:

# Zoning Ordinance, Development Agreement and Restrictive Covenant

## Existing documents controlling access.



TRV 2011132004  
28 PGS

### AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS

[Circle C: Tract 110]

This Amended and Restated Declaration of Restrictive Covenants [Circle C: Tract 110] (the "Restrictive Covenant" or "Declaration"), is made by Circle C Land, L.P., a Texas limited partnership, fka Circle C Land Corp. ("Declarant") and Circle C Homeowners Association, Inc., a Texas non-profit corporation (the "CCHOA"), and is as follows:

#### RECITALS:

A. Declarant is the owner of: (i) Lot 1, Circle C Ranch Phase B, Section 19, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 98, Page 371, Official Records of Travis County, Texas ("Lot 1"); (ii) Lot 2, Circle C Ranch Phase B, Section 19, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 98, Page 371, Official Records of Travis County, Texas ("Lot 2"); and (iii) approximately 246.4 acres of real property as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "246 Acre Tract"). Lot 1, Lot 2 and the 246 Acre Tract are collectively referred to herein as "Tract 110" or the "Property."

B. Declarant agreed to impose upon Tract 110 certain covenants and conditions for the benefit of the owners of Tract 110 and the Circle C Homeowners Association, Inc., a Texas non-profit corporation (the "CCHOA"), and in furtherance of such agreement, Declarant (under its prior name, Circle C Land Corp., a Texas corporation) entered in to that certain Declaration of Restrictive Covenants [Circle C: Tract 110] dated August 15, 2002 (the "Original Declaration"), which Original Declaration was not recorded in the Official Public Records of Travis County, Texas.

C. Paragraph 7.B. of the Original Declaration states that the Original Declaration may not be amended by Declarant except with the consent of the owners of 75% of the aggregate of the Property and CCHOA (whose consent shall be expressed through the approval of a majority of the Board of Directors of CCHOA).

D. Declarant is the owner of at least 75% of the aggregate Property, and thus, Declarant and CCHOA are the proper parties to enter into this Declaration.

E. Declarant desires to amend and restate the Original Declarations, and CCHOA consents to such amendment and restatement of the Original Declarations and agree that this Declaration shall replace the Original Declaration as of the Effective Date hereof.

**NOW, THEREFORE**, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and: (i) shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns; and (ii) that each contract, deed or conveyance of any kind conveying those portions of such Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance.

1. Tract 110 Buffer. Other than improvements associated with a fire station, no improvements, except landscaping, pedestrian walkways, irrigation, detention and drainage facilities, water quality controls and related facilities, utility facilities, sidewalks, fencing and hike

# Access Exhibit

**Proposed access options:**

1. Extend South Bay as a public road;  
or
2. Restricted ingress/egress driveway  
onto Dahlgreen.



# Circle C HOA Opposition to Extension of South Bay

---

**Letter from HOA dated March 27, 2019 supporting Austin Strategic Mobility Plan (ASMP) after South Bay Ln. was removed as a proposed roadway at the request of the neighborhood.**

## **CIRCLE C HOMEOWNERS ASSOCIATION, INC.**

7817 LA CROSSE AVENUE • AUSTIN, TEXAS 78739 • (512) 288-8663

March 27, 2019

RE: Austin Strategic Mobility Plan

Dear Mayor and City Council Members:

The Circle C Homeowners Association, which represents the 5,600 homes and 17,000 residents of Circle C Ranch, is pleased to support the Austin Strategic Mobility Plan, including the changes that affect the Circle C roadways which have been agreed upon during the process.

We would like you to know that we had a very positive experience working with the ASMP team of Annette Beaudet, Warren Cook, Cole Kitten and Daniel Brooks. They took feedback from both individual Circle C residents and the CCHOA, asked for follow up materials, and made decisions in a timely and effective way. They will be reading some clarification language regarding Escarpment Blvd. into the record at the Public Hearing on March 28, 2019.

We appreciate their efforts, and would like to congratulate all of you for the hard work on the ASMP. Thank you for your service to the citizens of Austin.

Sincerely,



Kim Ackerman, President, Circle C Homeowners Association  
Natalie Placer-McClure, Vice President  
Michael Chu, Treasurer  
Russ Hodes, Secretary  
Jason Bram, Board Member  
Steve Urban, Board Member  
A.E. Martin, Board Member

# Circle C HOA Opposition to Extension of South Bay

**Letter from Circle C HOA dated August 27, 2025 affirming opposition to the extension of South Bay Ln.**

CIRCLE C HOMEOWNERS ASSOCIATION, INC.  
7817 LA CROSSE AVENUE • AUSTIN, TEXAS 78739 • (512) 288-8663

August 27, 2025

Curtis Beaty, P.E.  
Transportation and Public Works Department  
City of Austin  
P.O. Box 1088  
Austin, TX 78767-1088

Re: Opposition to South Bay Lane and Dahlgreen Avenue Extension

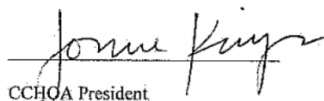
Dear Mr. Beaty:

We, the Circle C Homeowners Association (the "CCHOA"), which represents the 5,600 homes and 17,000 residents of Circle C Ranch, are writing to affirm our opposition to the extensions of the South Bay Lane and Dahlgreen Avenue rights-of-way within the Circle C Ranch neighborhood. CCHOA has consistently opposed the extensions of South Bay Lane and Dahlgreen Avenue, the latter of which is also prohibited by the existing Circle C Development Agreement.

In 2019 prior to the adoption of the Austin Strategic Mobility Plan (the "ASMP"), CCHOA worked directly with your department to ensure that extensions to South Bay Lane and Dahlgreen Avenue would not be included. As a result of these discussions, CCHOA provided a letter of support for the approval of the ASMP by the City Council.

Thank you for your time and attention to his matter and please do not hesitate to contact us if you have any questions.

Sincerely,

  
CCHOA President

From: [Susan R Hoover](#)  
To: [Beaudet, Annick](#)  
Cc: [Kitten, Cole](#); [Miller, Liane](#); [Karen Hibshman](#)  
Subject: Re: Circle C, Strategic Mobility Plan  
Date: Wednesday, March 13, 2019 1:41:26 PM  
Attachments: [CCHOA Map.pdf](#)  
[CCHOA Ownership South Bay, Dahlgreen.pdf](#)  
[CCHOA Impervious Cover Bank.pdf](#)

Hi Annick:

I wanted to forward to you the documents regarding South Bay and Dahlgreen.

- 1) Document 1 is the overall Circle C Map showing the area we are speaking of.
- 2) Document 2 are the ownership documents showing the Circle C Homeowners Association as the owners of the undeveloped portion of Dahlgreen and the connecting portion of South Bay. These were donated to the CCHOA by Chancellor Resources.
- 3) Document 3 shows the establishment of the Circle C Homeowners Association Impervious Cover Bank. This was something that was agreed upon between the City of Austin and the CCHOA as part of the Circle C Annexation Plan. When the bank was established, the impervious cover was removed from the Dahlgreen/South Bay rights of way and put into the Impervious Cover Bank.

The site is referred to as South Bay ABS 340, Sur 16 Hamilton and is 5.15 acres.

Since we own this area and we used the IC for our bank, we were anticipating no roadway development and that has been consistently represented to the homeowners in Circle C since the time of this agreement. So, we are still asking that these be removed from consideration in the Strategic Plan.

Thank you so much!  
Susan Hoover

--  
Susan R Hoover  
shoover@fastmail.fm

On Mon, Mar 11, 2019, at 1:07 PM, Susan R Hoover wrote:

- > Hi Annick:
- >
- > Thanks so much for the quick response. When you get the language for
- > your notation on Escarpment, please forward so I can see if it is
- > acceptable to the CCHOA Board of Directors.
- >
- > One thing they are grappling with is that due to our licensing
- > agreement and standards, when the City decides to expand into the right
- > of way, the potential for damage to all of our irrigation and
- > landscaping becomes an issue.
- >
- > It is unclear how the City will respond to this. On Escarpment, the
- > irrigation system is original to the neighborhood and over 30 years
- > old. The Board is now finding funds to redo irrigation and landscaping
- > in this corridor, which is large (over 1 million square feet). They
- > want to know how does the City work with the neighborhood associations
- > in this regard? If our licensing agreement does not specify a dollar
- > for dollar reimbursement for damages, is the City still allowed to
- > damage significant investments in this way.
- >

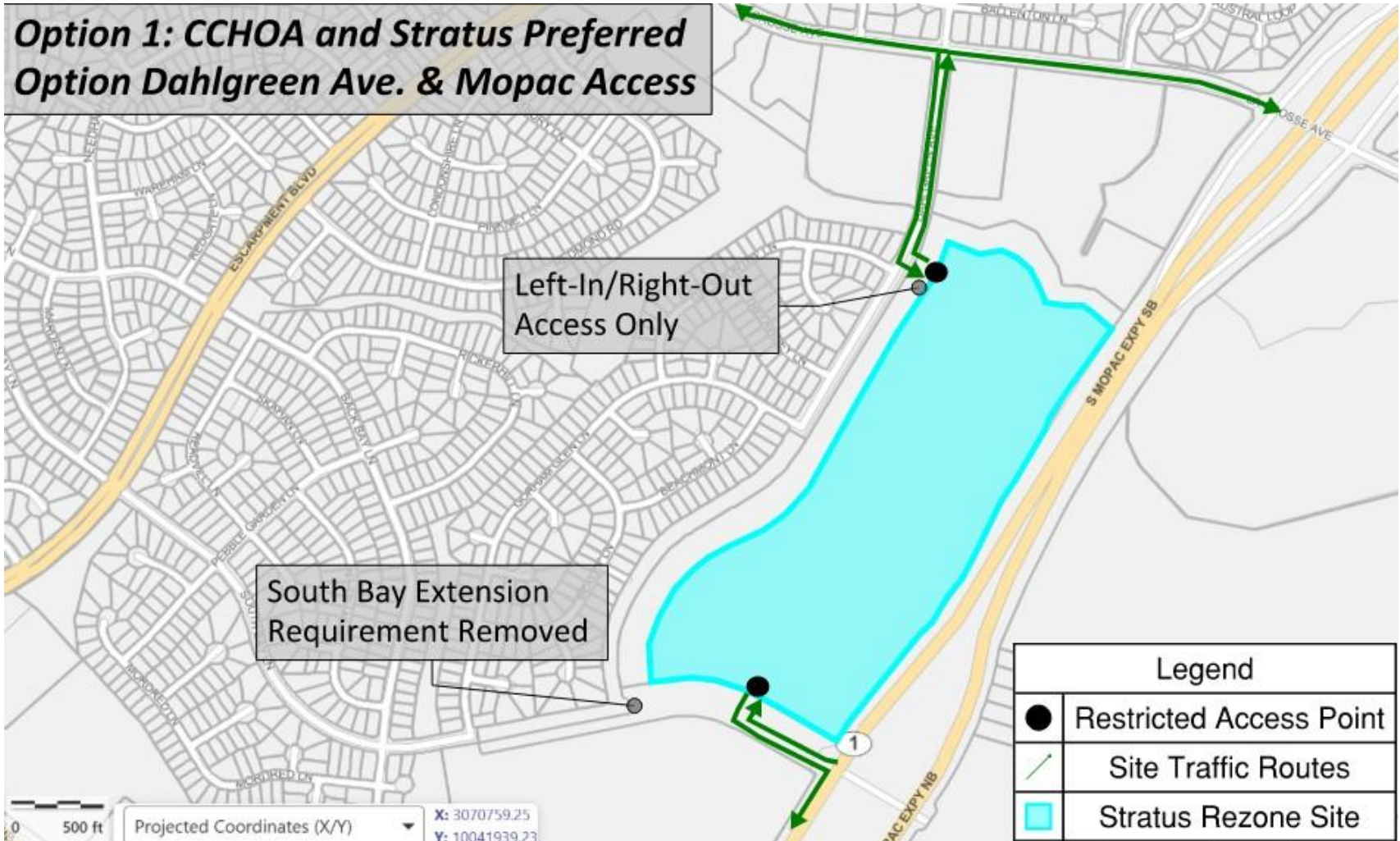
# Access options

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1. Gated access point on Dahlgreen

# Traffic

## ***Option 1: CCHOA and Stratus Preferred Option Dahlgreen Ave. & Mopac Access***



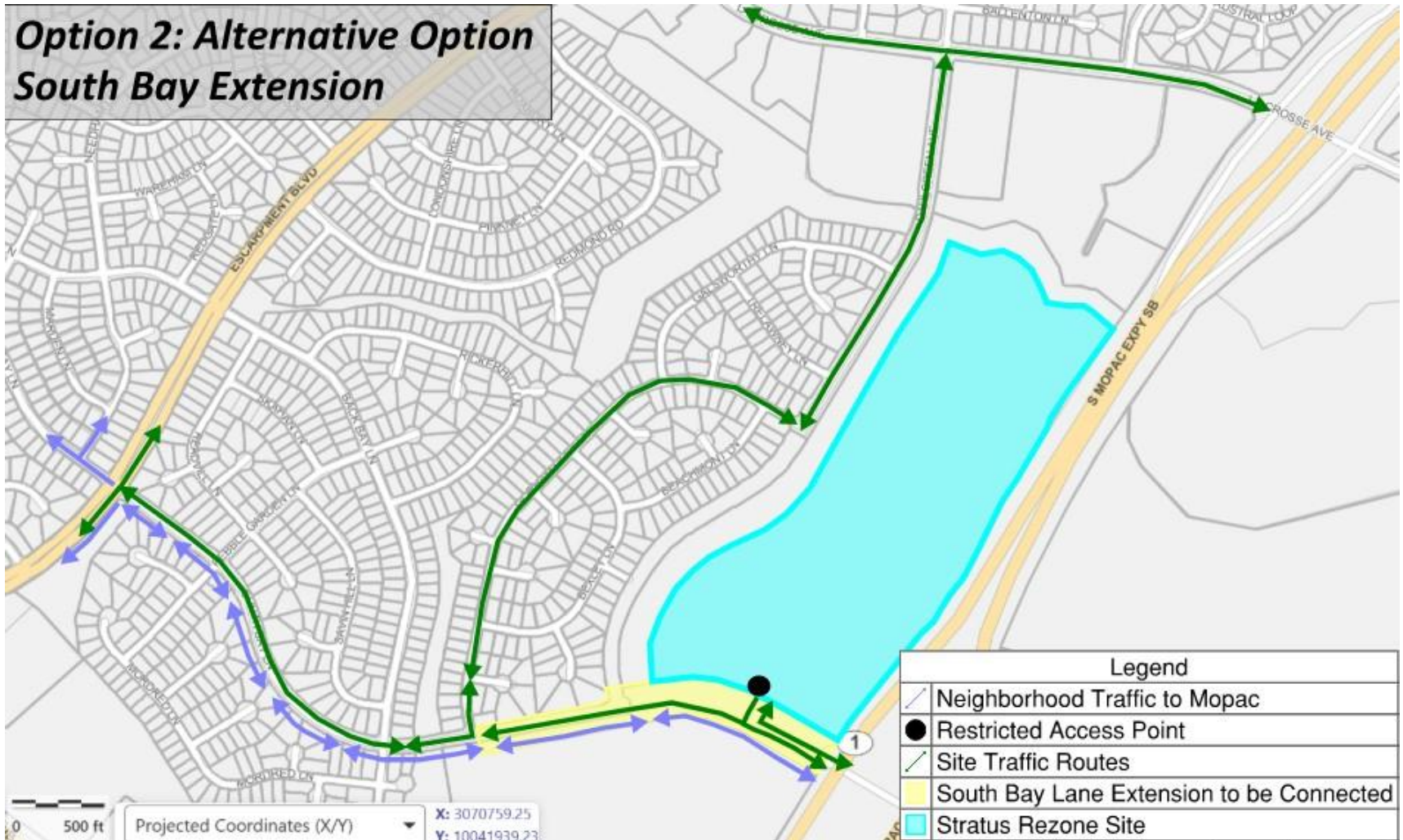
# Access options

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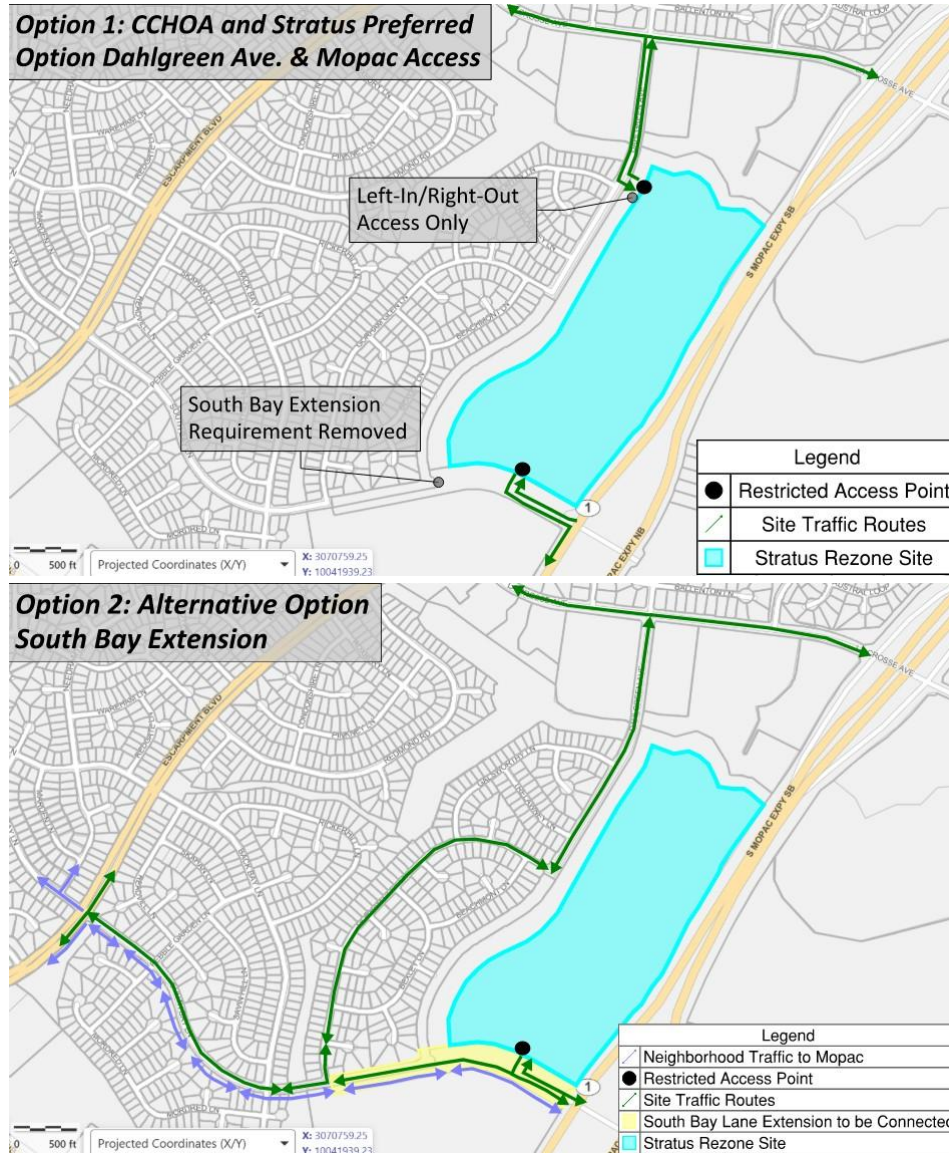
1. Gated access point on Dahlgreen
2. Connection of South Bay Lane to MoPac

# Traffic

## Option 2: Alternative Option South Bay Extension



# Traffic



# Items to Discuss

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- ☒ ACCESS
- ☐ TRAFFIC
- ☐ ENVIRONMENTAL
- ☐ HOUSING AND AFFORDABLE HOUSING
- ☐ KIKER ELEMENTARY SCHOOL CAPACITY

# Trip Generation

Table represents vehicle trips comparison between the proposed use and the existing entitlement.

| Trip Generation (Circle C Tract 110) |                                 |         |          |             |         |      |       |         |      |       |
|--------------------------------------|---------------------------------|---------|----------|-------------|---------|------|-------|---------|------|-------|
| ITE                                  | Land Use                        | Size    | Variable | Daily Trips | AM Peak |      |       | PM Peak |      |       |
|                                      |                                 |         |          |             | Enter   | Exit | Total | Enter   | Exit | Total |
| 221                                  | Multi-Family Housing (Mid Rise) | 1,000   | d.u      | 4,724       | 98      | 330  | 428   | 238     | 152  | 390   |
|                                      |                                 |         |          |             |         |      |       |         |      |       |
| ITE                                  | Land Use                        | Size    | Variable | Daily Trips | AM Peak |      |       | PM Peak |      |       |
|                                      |                                 |         |          |             | Enter   | Exit | Total | Enter   | Exit | Total |
| 710                                  | Office                          | 650,000 | sf       | 5,913       | 737     | 100  | 837   | 133     | 652  | 785   |

# Traffic

Table represents vehicle trips comparison between the proposed use and the existing entitlement.

## Unadjusted Trip Generation<sup>1</sup> (Circle C Tract 110)

| OFFICE DEVELOPMENT UNDER EXISTING ENTITLEMENTS |          |         |          |       |     |     |       |     |     |       |
|------------------------------------------------|----------|---------|----------|-------|-----|-----|-------|-----|-----|-------|
| ITE                                            | Land Use | Size    | Variable | Daily | AM  |     |       | PM  |     |       |
|                                                |          |         |          |       | In  | Out | Total | In  | Out | Total |
| 710                                            | Office   | 650,000 | sqft     | 5,913 | 737 | 100 | 837   | 133 | 652 | 785   |
| OFFICE DEVELOPMENT UNDER EXISTING ENTITLEMENTS |          |         |          | 5,913 | 737 | 100 | 837   | 133 | 652 | 785   |

<sup>1</sup>This table was populated utilizing the criteria set by the ITE Trip Generation Manual (11th Edition) defining when a rate is to be utilized versus an equation.

## Unadjusted Trip Generation<sup>1</sup> (Circle C Tract 110)

| PROPOSED DEVELOPMENT |                         |       |          |       |
|----------------------|-------------------------|-------|----------|-------|
| ITE                  | Land Use                | Size  | Variable | Daily |
|                      |                         |       |          |       |
| 221                  | Multi-Family (Mid Rise) | 1,000 | du       | 4,724 |
| PROPOSED DEVELOPMENT |                         |       |          | 4724  |

| AM |     |       | PM  |     |       |  |
|----|-----|-------|-----|-----|-------|--|
| In | Out | Total | In  | Out | Total |  |
| 99 | 330 | 428   | 238 | 152 | 390   |  |
| 99 | 330 | 428   | 238 | 152 | 390   |  |

<sup>1</sup>This table was populated utilizing the criteria set by the ITE Trip Generation Handbook defining when a rate is to be utilized versus an equation.

# Items to Discuss

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- ☒ ACCESS
- ☒ TRAFFIC
- ☐ ENVIRONMENTAL
- ☐ HOUSING AND AFFORDABLE HOUSING
- ☐ KIKER ELEMENTARY SCHOOL CAPACITY

# Environmental Considerations

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- ☑ Tract 110 allowable impervious cover: 16.38 acres
- ☑ Tract 110 total area: 190.94 acres (8.6% IC)

Current code  
allowable  
impervious cover,  
per the Save Our  
Springs (SOS)  
ordinance:  
28.641 acres (15%)

# Environmental Considerations

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- ☑ Tract 110 allowable impervious cover: 16.38 acres
  - ☑ Tract 110 total area: 190.94 acres (8.6% IC)
- ☑ Full compliance with SOS water quality standards

**Current code allowable impervious cover, per the Save Our Springs (SOS) ordinance:  
28.641 acres (15%)**

# Environmental Considerations

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- ☑ Tract 110 allowable impervious cover: 16.38 acres
  - ☑ Tract 110 total area: 190.94 acres (8.6% IC)
- ☑ Full compliance with SOS water quality standards
- ☑ Compliance with the Austin Energy Green Building (AEGB)

**Current code allowable impervious cover, per the Save Our Springs (SOS) ordinance: 28.641 acres (15%)**

# Environmental Considerations

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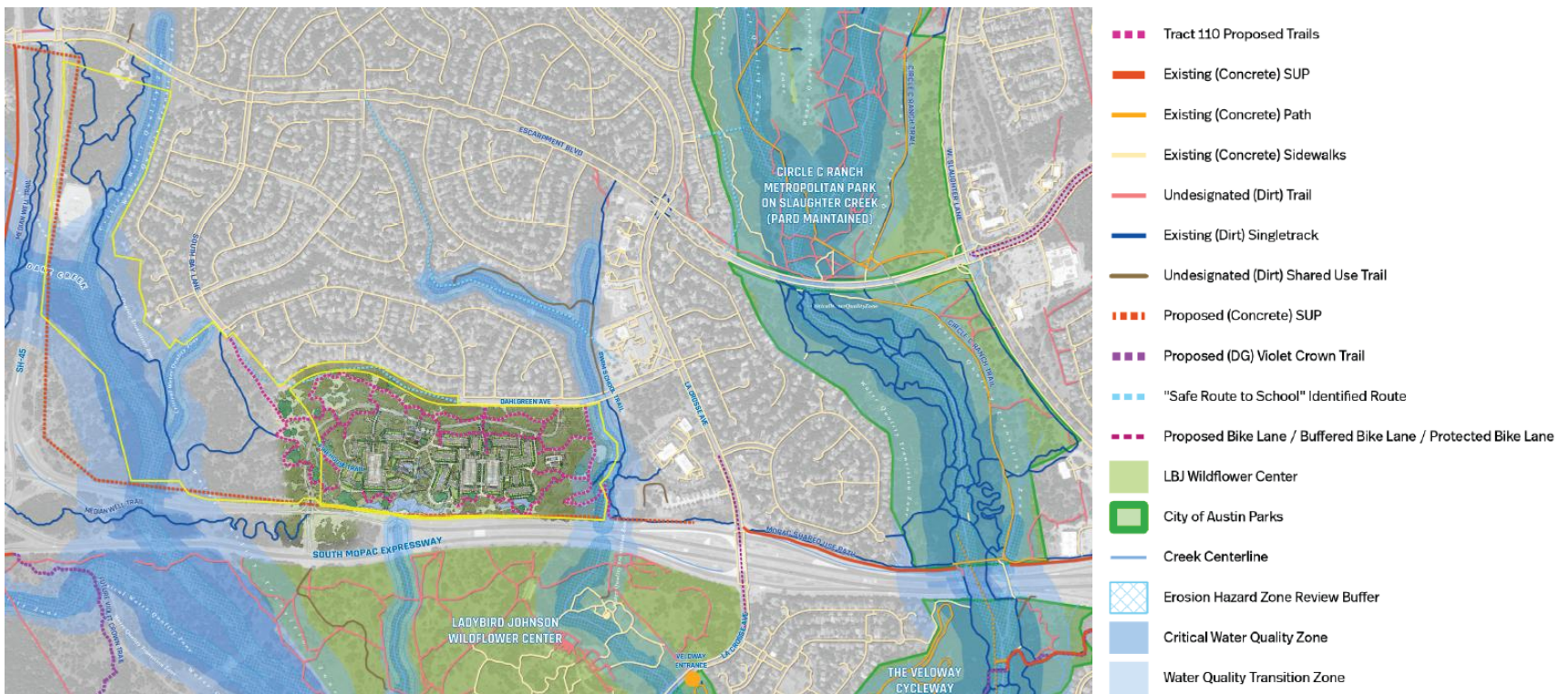
- ☑ Tract 110 allowable impervious cover: 16.38 acres
  - ☑ Tract 110 total area: 190.94 acres (8.6% IC)
- ☑ Full compliance with SOS water quality standards
- ☑ Compliance with the Austin Energy Green Building (AEGB)
- ☑ No environmental variances requested.

**Current code allowable impervious cover, per the Save Our Springs (SOS) ordinance: 28.641 acres (15%)**

# Trails Plan

If residential, the proposed development will provide a public trail plan as well as additional parkland dedication on-site

As part of the initial Development Agreement, Stratus dedicated over 150 acres of parkland and open space to Circle C HOA, the Lady Bird Johnson Wildflower Center and the City of Austin

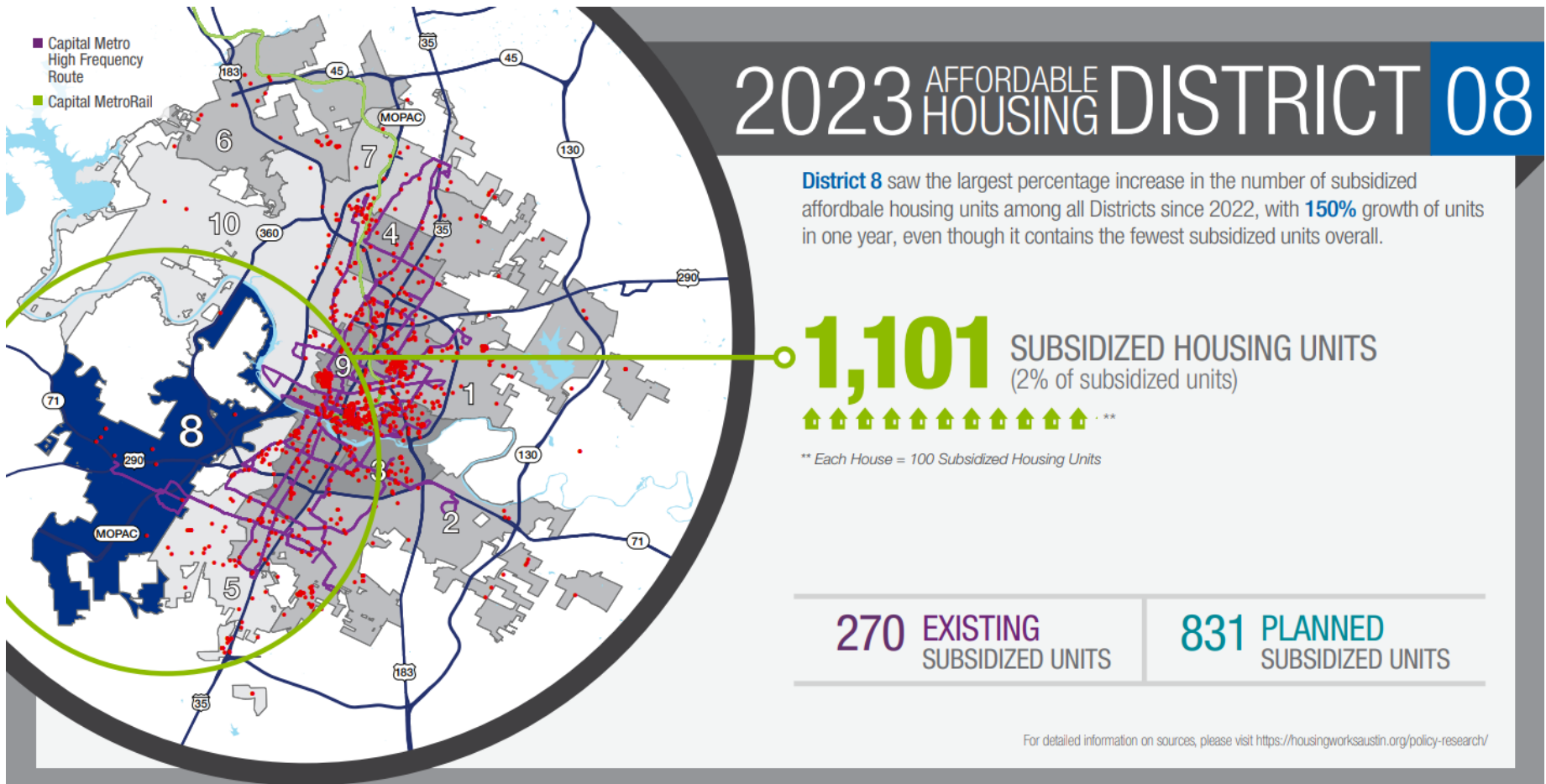


# Items to Discuss

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- ☒ ACCESS
- ☒ TRAFFIC
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- ☐ HOUSING AND AFFORDABLE HOUSING
- ☐ KIKER ELEMENTARY SCHOOL CAPACITY

# Austin Strategic Housing Blueprint Score Card (2023)



# Austin Strategic Housing Blueprint Score Card (2023)

## GOALS

### GOAL 1: DISTRIBUTION - NEW AFFORDABLE HOUSING UNITS 1-YR GOAL

| DISTRICT 1                                                 | DISTRICT 2                                                 | DISTRICT 3                                                 | DISTRICT 4                                                 | DISTRICT 5                                               | DISTRICT 6                                               | DISTRICT 7                                               | DISTRICT 8                                               | DISTRICT 9                                               | DISTRICT 10                                              |
|------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
| <b>99%</b><br><i>704 out of 709 units built</i>            | <b>389%</b><br><i>1,749 out of 449 units built</i>         | <b>61%</b><br><i>384 out of 630 units built</i>            | <b>238%</b><br><i>740 out of 311 units built</i>           | <b>63%</b><br><i>281 out of 447 units built</i>          | <b>49%</b><br><i>425 out of 859 units built</i>          | <b>44%</b><br><i>293 out of 665 units built</i>          | <b>0%</b><br><i>0 out of 722 units built</i>             | <b>86%</b><br><i>313 out of 364 units built</i>          | <b>4%</b><br><i>37 out of 846 units built</i>            |
| <b>1,643</b><br>income-restricted units under construction | <b>2,430</b><br>income-restricted units under construction | <b>1,318</b><br>income-restricted units under construction | <b>1,141</b><br>income-restricted units under construction | <b>306</b><br>income-restricted units under construction | <b>198</b><br>income-restricted units under construction | <b>706</b><br>income-restricted units under construction | <b>168</b><br>income-restricted units under construction | <b>509</b><br>income-restricted units under construction | <b>185</b><br>income-restricted units under construction |

#### DISTRICT BY DISTRICT ANNUAL GOALS

### GOAL 1: DISTRIBUTION - NEW AFFORDABLE HOUSING UNITS 10-YR GOAL

| DISTRICT 1                                                 | DISTRICT 2                                                 | DISTRICT 3                                                 | DISTRICT 4                                                 | DISTRICT 5                                               | DISTRICT 6                                               | DISTRICT 7                                               | DISTRICT 8                                               | DISTRICT 9                                               | DISTRICT 10                                              |
|------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
| <b>69%</b><br><i>4,899 out of 7,086 units built</i>        | <b>86%</b><br><i>3,865 out of 4,492 units built</i>        | <b>57%</b><br><i>3,560 out of 6,295 units built</i>        | <b>76%</b><br><i>2,351 out of 3,105 units built</i>        | <b>31%</b><br><i>1,393 out of 4,473 units built</i>      | <b>21%</b><br><i>1,777 out of 8,590 units built</i>      | <b>35%</b><br><i>2,361 out of 6,651 units built</i>      | <b>14%</b><br><i>1,044 out of 7,217 units built</i>      | <b>30%</b><br><i>1,107 out of 3,635 units built</i>      | <b>0.9%</b><br><i>72 out of 8,456 units built</i>        |
| <b>1,643</b><br>income-restricted units under construction | <b>2,430</b><br>income-restricted units under construction | <b>1,318</b><br>income-restricted units under construction | <b>1,141</b><br>income-restricted units under construction | <b>306</b><br>income-restricted units under construction | <b>198</b><br>income-restricted units under construction | <b>706</b><br>income-restricted units under construction | <b>168</b><br>income-restricted units under construction | <b>509</b><br>income-restricted units under construction | <b>185</b><br>income-restricted units under construction |

# Austin Strategic Housing Blueprint

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## Goals:

- Create new and affordable housing choices for all Austinites in all parts of Austin
- Prevent households from being priced out of Austin
- Foster equitable, integrated, and diverse communities
- Help Austinites reduce their household costs

# Affordable Housing Commitment

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**Private restrictive covenant is executed for HomeBase to enforce.**

- ❑ Private Restrictive Covenant with HomeBase for affordability
- ❑ 10% of units reserved for households earning up to 80% MFI

# Items to Discuss

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- ☒ ACCESS
- ☒ TRAFFIC
- ☒ ENVIRONMENTAL
- ☒ HOUSING AND AFFORDABLE HOUSING
- ☐ KIKER ELEMENTARY SCHOOL CAPACITY

# Kiker Elementary School Enrollment

## Kiker Elementary

### EXPLORE THE DATA



#### Student community



How many students are enrolled?

What are the school demographics?

How many students need special support?



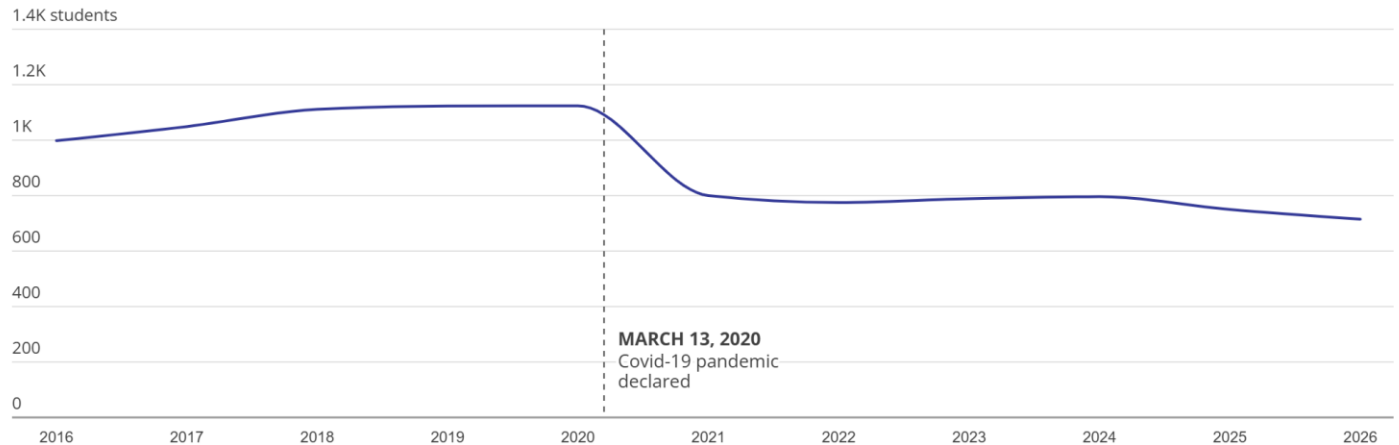
#### Classroom experience



#### State ratings



### Enrollment was 715 students in 2026, down 28.4 percent since 2016

[Copy link](#)

Source: [Student Enrollment Reports](#)

Source: Texas Tribune

# Kiker Elementary School Enrollment

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Source: Austin ISD.

## Capacity

- 2019-20 to 2022-23: 732 students
- 2022-23 to Today: 696 students

## Enrollment

- 2019-20: 1,124 students (all-time high)
- 2020-21: 800 students
- 2025-26: 715 students
- 2035-36: 585 students (anticipated)

# School Enrollment – Circle C Multifamily

Source: Austin ISD.

## AUSTIN ISD

### Multi-Family / Mobile Home Park Yield by Elementary Attendance Zone

| KIKER ELEM       |                                  |       |          |        |      |       |       |        |      |       |
|------------------|----------------------------------|-------|----------|--------|------|-------|-------|--------|------|-------|
| MAP ID           | NAME                             | UNITS | STUDENTS |        |      |       | YIELD |        |      |       |
|                  |                                  |       | ELEM     | MID/JH | HIGH | TOTAL | ELEM  | MID/JH | HIGH | TOTAL |
| 7210             | LACROSSE AT CIRCLE C RANCH CONDO | 25    | 2        | 2      | 3    | 7     | 0.04  | 0.08   | 0.08 | 0.20  |
| 4666             | THE SAINT MARY APT               | 240   | 10       | 8      | 4    | 22    | 0.05  | 0.04   | 0.01 | 0.11  |
| KIKER ELEM TOTAL |                                  | 265   | 12       | 10     | 7    | 29    | 0.05  | 0.04   | 0.03 | 0.11  |

# Project Timeline

| Date                 | Process                                                            |
|----------------------|--------------------------------------------------------------------|
| Fall 2024            | Initial outreach to Circle C Homeowners Association                |
| April 30, 2025       | Presented project and zoning request at Circle C HOA Board Meeting |
| May 6, 2025          | Submittal of Rezoning Application                                  |
| July 11, 2025        | Fourth Amendment to Development Agreement submitted                |
| November 11, 2025    | Presented at Circle C HOA Board Workshop                           |
| December 10, 2025    | Circle C HOA Letter of Non-Opposition issued to Stratus            |
| April 14, 2026       | ZTA Final Approval Memorandum issued from Austin TPW staff         |
| April 21, 2026       | Zoning and Platting Commission – postponement agreement            |
| April – May 2026     | Addressing neighborhood communications and questions               |
| May 5, 2026          | Zoning and Platting Commission                                     |
| <b>June 18, 2026</b> | <b>Circle C Town Hall Meeting</b>                                  |
| July 23, 2026        | City Council                                                       |

Note: Project was on HOA agenda from June 2024 to May 2026