AGENDA ITEM
A 9

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: August 13,2026

Meeting Date: August 24, 2026

Submitted By: Julie Edmiston

Department: Development Services

Signature of Elected Official/Department Head: J VanderLaan

Court Decision:
This section to be completed by County Judge's Office

Johnson County ★ APPROVED ★ Commissioners Court
8.24.2026

Description:

Consideration of Variance to Lift Requirement of Groundwater Availability Certification for Hills of Home, Section One, Lot 1-B, Block 1, a proposed Plat Revision of Two Lots to be Served by Private Water Wells, Located in Precinct 1.

(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☐ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☑ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☐ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☑ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

Johnson County Development Services

Jennifer VanderLaan / Director of Development Services

2 North Mill Street, Suite 305

Cleburne, Texas 76033

817-556-6380

VARIANCE REQUEST

Johnson County Subdivision Rules and Regulations outline what is required under the adopted Rules and Regulations. To request a variance for a deviation or exception to those Rules and Regulations for a lot or tract (ex: road frontage, etc.) please provide the following information.

Variance fee is $120 per request. This request will be presented to the Commissioner's Court for their decision.

Name EVAN RIZA CARANGAN Date 07/28/2026

Phone Number 224-7170416

Email Address RCAERMARE@yahoo.com

Property Information for Variance Request:

Property 911 address 8452 Hilltop Dr., Cleburne, TX 76033

Subdivision name Hills of Homes Block 1 Lot 1B

Survey _____ Abstract _____ Acreage _____

Request Variance Request

Reason for request Ground water certificate accessibility is too costly.

Provide the following with this request:

- ☑ Copy of plat (if property has been platted)
- ☑ Copy of property deed
- ☐ Survey or drawing showing existing structures

SURVEYOR'S NOTES:

1. Bearings and distances are based upon the Texas Coordinate System of 1983, Texas North Central Zone (4202).

2. By scaled map location and graphical plotting of FEMA Flood Insurance Rate Map Number 48251C0275K, dated April 5, 2019, the subject property lies within Zone X (unshaded).

3. The above referenced FEMA flood insurance rate map is for the use in administering the "NFIP". It does not necessarily show all areas subject to flooding, particularly from local sources of small size, which could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. There may be other streams, creeks, low areas, drainage systems or other surfaces or subsurface conditions existing on or near the subject property which are not studied or addressed as part of the "NFIP".

4. NOTICE: Selling a portion of this addition by metes and bounds is a violation of the subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.

5. The purpose of this plat is to create a 2 lot addition.

6. Property owner will be responsible for detention pond, detention drainage and all improvements associated with drainage.

7. Blocking the flow of water or constructing improvements in the drainage easements, and filling or obstruction of the floodway is prohibited.

8. The existing creeks or drainage channels traversing along or across this addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to drainage courses along or across said lots.

9. Johnson County will not be responsible for the maintenance and operations of said drainage ways or for the control of erosion.

10. Johnson County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flood conditions.

11. Johnson County has the right but not a duty to enter onto property and clear any obstruction including but not limited to trees, plants, dirt, or buildings, which obstruct the flow of water through drainage easements.

12. This subdivision or any part thereof is not located within the ETJ of any city or town.

13. The designation of the proposed usage of the area shown on the plat; whether for single family residential, multi-family, commercial, light or heavy industrial, or public use.

14. The developer shall complete all roads and drainage facilities in a subdivision within twelve (12) months after the date of final plat approval.

15. Utility Providers should be listed on the plat including company name and phone number. *Newly created lots to be serviced by a private water well shall be a minimum of 2 acres.

Water:_____
Electricity:_____
Septic:_____

16. On site sewage facility performance cannot be guaranteed even though all provisions of the Rules of Johnson County, Texas for the Private Sewage Facilities are complied with.

17. Inspections and/or acceptance of a private sewage facility by the Public Works Department shall indicate only that the facility meets minimum requirements and does not relieve the owner of the property from complying with County, State and Federal regulations. Private Sewage Facilities, although approved as meeting minimum standards, must be upgraded by the owner at the owner's expense if normal operation of the facility results in objectionable odors, if unsanitary conditions are created, or if the facility when used does not comply with governmental regulations.

18. A properly designed and constructed private sewage facility system, installed in suitable soil, can malfunction if the amount of water that is required to dispose of is not controlled. It will be the responsibility of the lot owner to maintain and operate the private sewage facility in a satisfactory manner.

19. The approval and filing of this plat by Johnson County does not relieve the developer of the property or owner of the property of any duty to comply with all local, state or federal law of the jurisdictions in which the property is located.

20. The approval and filing of this plat by Johnson County does not relieve the developer of the property or owner of the property of any duty to any adjacent or downstream property owner or impose, impute or transfer any duty or liability to Johnson County, the Commissioners, officials or employees of Johnson County.

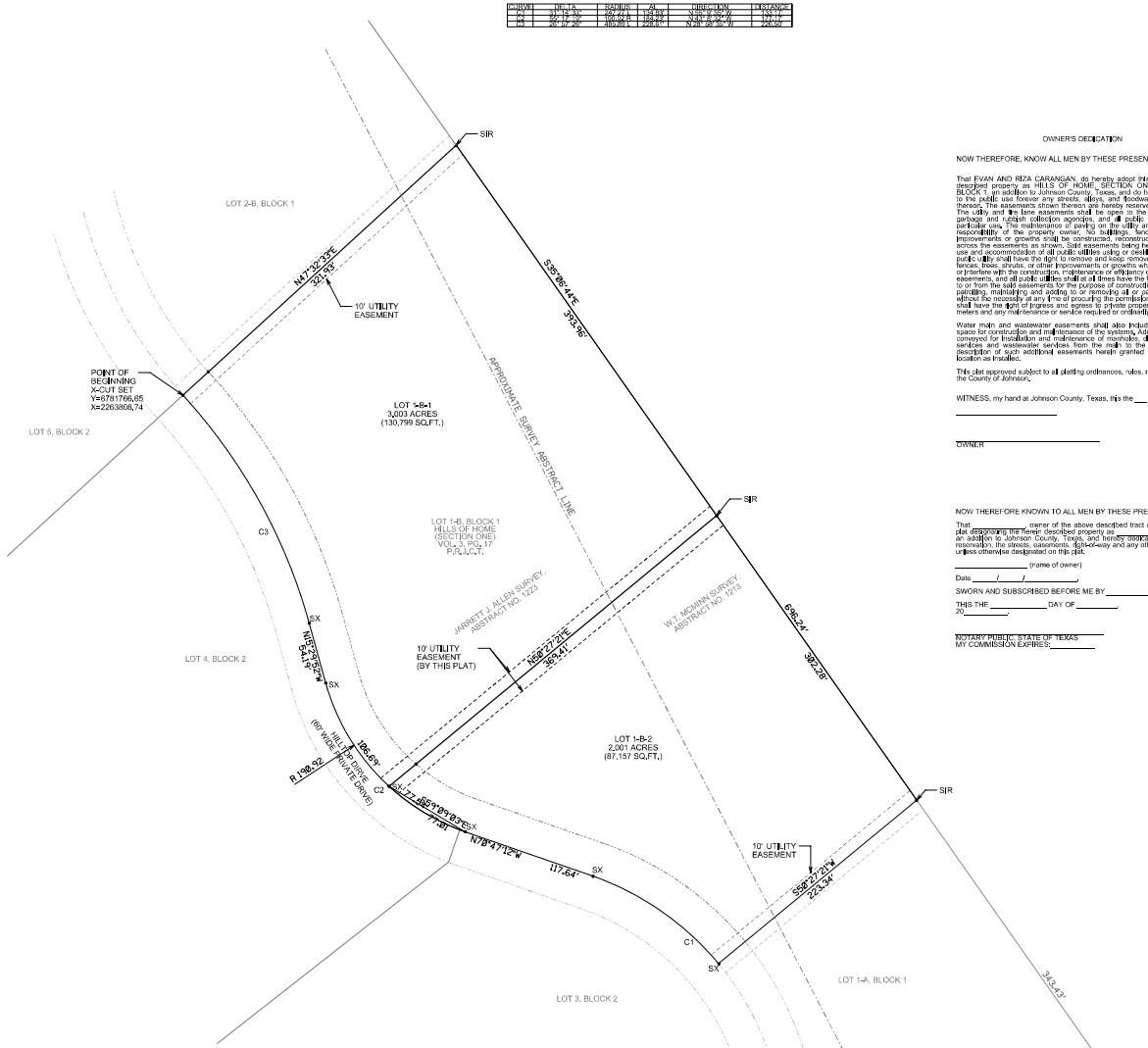
21. Johnson County makes no representation that the creeks, streams, rivers, drainage channels or other drainage structures, devices, or features portrayed hereon are actually existing on the property portrayed by this plat do not violate the statutes or common law of an incorporated city, Johnson County, the State of Texas, or the United States.

22. Johnson county is relying upon he surveyor whose name is affixed hereon to make accurate and truthful representations upon which Johnson County can make determinations regarding the approval or disapproval of this plat.

23. The property developer submitting this plat to Jognson County for approval and the owner of the property the subject of this plat do hereby agree to bindly and severally indemnify and hd harmless Jognson County and the Commissioners, officials, and employees of Johnson County from any and all claims or damages resulting from or allegedly arising from Johnson County's approval or filing of this plat or construction documents associated therewith.

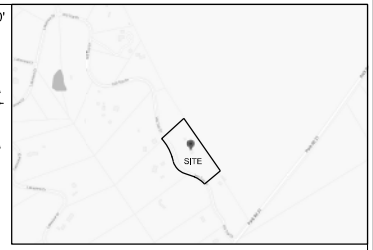
24. Any public utility, including Johnson County, shall have the right to move and keep moved all or part of any buildings, fences, trees, shrubs, other growths, or improvements which in any way endanger or interfere with the construction or maintenance, or efficiency of its respective systems in any of the easements shown on the plat; and any public utility, including Jognson County, shall have the right at all times of ingress and egress to and from said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systes without the necessity at any time of procuring the permission of anyone.

CURVE	DELTA	RADIUS	ARC	DIRECTION	DISTANCE
C1	21° 13' 30"	297.23'	110.15'	N 10° 07' 57" W	109.51'
C2	25° 17' 39"	286.94'	126.67'	N 34° 38' 25" W	125.65'
C3	25° 21' 25"	480.28'	212.61'	N 34° 36' 25" W	210.90'



0 25' 50' 100'
1" = 50'

N



VICINITY MAP (N.T.S.)

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That EVAN AND RIZA CARANGAN, do hereby adopt this plat, designating the herein described property as HILLS OF HOME, SECTION ONE LOTS 1-B-1 AND 1-B-2, BLOCK 1, an addition to Johnson County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purposes of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or incidentally performed by that utility).

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the County of Johnson.

WITNESS, my hand at Johnson County, Texas, this the ___ day of _____, 2026.

_____
OWNER

NOW THEREFORE KNOWN TO ALL MEN BY THESE PRESENTS

That _____, owner of the above described tract of land, do hereby adopt this plat designating the herein described property as _____ (name of Subdivision) an addition to Johnson County, Texas, and hereby dedicate to the public use, without reservation, the streets, easements, rights-of-way and any other public areas shown hereon unless otherwise designated on this plat.

_____ (name of owner)

Date _____/_____/_____

SWORN AND SUBSCRIBED BEFORE ME BY _____

THIS THE _____ DAY OF _____
20____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:_____

OWNER'S DEDICATION:

WHEREAS EVAN AND RIZA CARANGAN are the owners of a tract of land situated in the Jarret J. Allen Survey, Abstract Number 1223 and the W. T. McMinn Survey, Abstract Number 1213, and the John W. O'Neal Survey, Abstract Number 668, Johnson County, Texas; and being all of Lot 1-B, Block 1 of HILLS OF HOME addition, an addition to the County of Johnson, as recorded in Vol. 3, Pg. 17 of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.) as Lot 1-B, and being more particularly described by metes and bounds as follows:

BEGINNING at an X-Cut set for the northwest corner of said Lot 1-B and on the centerline of Hilltop Drive, from which a found 1/2-inch iron rod with a cap stamped "Premier Surveying" in the east right-of-way line of Hilltop Drive bears North 47 degrees 32 minutes 33 seconds East, a distance of 29.81';

THENCE North 47 degrees 32 minutes 33 seconds East, along the north line of said Lot 1-B, passing said 1/2-inch iron rod with a cap stamped "Premier Surveying", traveling a total distance of 321.93 feet to a 1/2-inch iron rod with cap stamped "GEONAV" (hereinafter referred to as "with cap") set for the northeast corner of said Lot 1-B;

THENCE South 35 degrees 06 minutes 44 seconds East, along the east line of said Lot 1-B, a distance of 696.24 feet to a 1/2-inch iron rod with cap set for the southeast corner of said Lot 1-B;

THENCE South 50 degrees 27 minutes 21 seconds West, along the south line of said Lot 1-B, a distance of 223.34 feet to an X-Cut set for the southwest corner of said Lot 1-B, in the centerline of said Hilltop Drive and the beginning of a curve to the left having a radius of 247.27 feet and a chord bearing and distance of North 55 degrees 09 minutes 55 seconds West, 133.17 feet;

THENCE Northwesterly, along said curve to the left, and along the common said centerline of Hilltop Drive and west line of said Lot 1-B, having a delta of 31 degrees 14 minutes 33 seconds, and an arc length of 134.83 feet to an X-Cut set for corner;

THENCE North 70 degrees 47 minutes 12 seconds West, continuing along said common line, a distance of 117.64 feet to a point for corner, beginning a curve to the right having a radius of 190.92 feet and a chord bearing and distance of North 43 degrees 08 minutes 32 seconds West, 177.17 feet;

THENCE Northwesterly, continuing along said common line and along said curve to the right, having a delta of 55 degrees 17 minutes 19 seconds, and an arc length of 184.23 feet to a point for corner;

THENCE North 15 degrees 29 minutes 52 seconds West, continuing along said common line, a distance of 54.19 feet to an X-Cut set for the beginning a curve to the left having a radius of 485.89 feet and a chord bearing and distance of North 26 degrees 58 minutes 35 seconds West, 226.50 feet;

THENCE Northerly, continuing along said common line and along said curve to the left, having a delta of 26 degrees 57 minutes 26 seconds, and an arc length of 228.61 feet to the POINT OF BEGINNING AND CONTAINING 217,956 square feet or 5.004 acres of land, more or less.

SURVEYOR'S STATEMENT:

I, Joel C. Howard, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other related documentation and that this plat substantially complies with the Rules and Regulations of the Commissioners Court of Johnson County, Texas and the City of Dallas Development Code (Ordinance no. 19455, as amended) and Texas Local Government Code, Chapter 212. I further affirm that monumentation shown hereon was either found or placed in compliance with the City of Dallas Development Code, Sec. 51A-8.617 (a)(b)(c)(d) & (e) and that the digital drawing file accompanying this plat is a precise representation of this Signed Final Plat.

Dated this the _____ day of _____, 2026.

_____
Joel C. Howard
Texas Registered Professional Land Surveyor No. 6267

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Joel C. Howard known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

_____
Notary Public in and for the State of Texas
My commission expires:

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Release date: 03/19/2026
JOEL C. HOWARD
RPLS No. 6267
SURVEYOR'S CERTIFICATE

LEGEND

O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS OF MCLENNAN COUNTY, TEXAS
SIR	SET IRON ROD WITH YELLOW CAP STAMPED "GEONAV"
FIRC	FOUND IRON ROD WITH CAP
C.M.	CONTROLLING MONUMENT
C.O.E.	UNITED STATES ARMY CORPS OF ENGINEERS

OWNER:
RIZA AND EVAN CARANGAN
1149 RIVER ROCK DR.
KENNEDALE, TEXAS 76060
EMAIL: RICARMARE@YAHOO.COM
PH:224-717-0416

GEONAV
SURVEYING · MAPPING · SCANNING
3410 WESTCOURT RD., SUITE 110 CARROLLTON, TEXAS 75006
SCALE: 1"=50' (972)243-2409 PROJECT #3255
TBPLS FIRM NO. 10194205
DATE: MARCH 19, 2026 DRAWN BY: LEC/JCH

REPLAT
LOTS 1-B-1 AND 1-B-2
BLOCK 1 OF HILLS OF HOME
(SECTION ONE)
BEING A REPLAT OF
LOT 1-B, BLOCK 1
HILLS OF HOME
(SECTION ONE)
AS RECORDED IN
VOL. 3, PG. 17
SITUATED IN THE
JARRETT J. ALLEN SURVEY,
ABSTRACT NO. 1223 &
THE W.T. McMINN SURVEY,
ABSTRACT NO. 1213
JOHNSON COUNTY, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF JOHNSON	§	

GF No. 20-1596-SL

THAT **Rosa Ortiz** hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by **Evan Carangan and Riza Carangan,** hereinafter called "Grantee", whose mailing address is 1149 River Rock Drive, Kennedale, TX 76060, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of **Seventy Six Thousand and 00/100 Dollars ($76,000.00),** of even date herewith, payable to the order of **Pinnacle Bank,** hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to **Ronny D. Korb,** Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described property, including all improvements thereon, located in **Johnson** County, Texas, said premises hereinafter referred to as the "Property", to-wit:

Lot 1B, Blk 1, of HILLS OF HOME, SEC. ONE, an Addition in Johnson County, Texas, according to the Map or Plat thereof recorded in Volume 3, Page 17, of the Plat Records of Johnson County, Texas.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Exceptions to Conveyance and Warranty:

Liens described in this deed as part of the consideration; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging, unto Grantee and Grantee's heirs, successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs and successors to WARRANT AND FOREVER DEFEND all and singular the Property, unto the Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. Mortgagee, at Grantee's request, has

paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Mortgagee and are transferred to Mortgagee without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

WITNESS THE EXECUTION HEREOF AS OF September 9, 2020.

Rosa Ortiz

ACKNOWLEDGEMENT

STATE OF Virginia §

COUNTY OF Virginia Beach §

Acknowledged before me on the 9th day of September, 2020, by Rosa Ortiz.

ERYKAH DOMINICA SAMPSON
NOTARY PUBLIC
REGISTRATION # 7888907
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10/31/2024

Notary Public
My commission expires: 10/31/2024

PREPARED BY:
Robertson Anschutz Vetters, LLC
7145 N. George Bush Highway
Garland, TX 75044

AFTER RECORDING RETURN TO:
Texas Excel Title
5601 Democracy Drive, Suite 125
Plano, TX 75024

VG-137-2020-28941

Johnson County
Becky Ivey
Johnson County Clerk

Instrument Number: 28941

Real Property Recordings

Recorded On: September 15, 2020 01:29 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: $30.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	28941
Receipt Number:	20200915000173
Recorded Date/Time:	September 15, 2020 01:29 PM
User:	Michelle D
Station:	CCL42

Record and Return To:
TEXAS EXCEL TITLE
560 NORTH KIMBALL AVE, STE 100
FED
SOUTHLAKE TX 76092

COUNTY COURT JOHNSON COUNTY, TEXAS

STATE OF TEXAS
Johnson County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Johnson County, Texas

Becky Ivey
Johnson County Clerk
Johnson County, TX

Becky Ivey