City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Regular Meeting Agenda - Final

Planning and Zoning Commission

Tuesday, September 9, 2014 | **6:00 PM** | **City Council Chambers**

630 E. Hopkins

I. Call To Order

II. Roll Call

III. Chairperson's Opening Remarks

IV. 30 Minute Citizen Comment Period

CONSENT AGENDA

1. PC-14-21-01 (Blanco Place II) Consider a request by HMT Engineering and Surveying, on behalf of Arthur Don Purswell FLP and Sara Moesker FLP, for a Concept Plat consisting of 56.34 acres out of a portion of the Juan Martin Veramendi Tract.

2. PC-14-20-03 (Griffith Ford) Consider a request by HMT Engineering and Surveying, on behalf of Arthur Don Purswell FLP, Sara Moesker FLP, and the C J Griffith Family LLP for a Final Plat and the associated subdivision improvement agreement, consisting of 10.125 acres out of a portion the Juan Martin Veramendi, abstract number 17, establishing Griffith Ford Unit 1.

PUBLIC HEARINGS

3. PC-14-22_05 (Blanco Riverwalk, Lot 1, Block D Replat) Hold a public hearing and consider a request by Bec-Lin Engineering, L.P., on behalf of Nola Properties, L.P., for approval of a replat, and the associated subdivision improvement agreement, of 13.681 acres, more or less, being Lot 1, Block D of Blanco Riverwalk Subdivision, establishing Lots 1A, 1B and 1C, Block D, Blanco Riverwalk Subdivision, City of San Marcos, Hays County, Texas.

4. PC-14-23_04 (San Marcos Business Park Replat) Hold a public hearing and consider a request by Ramsey Engineering, LLC, on behalf of WMSS Joint Venture, for approval of a replat of 2.52 acres, more or less, being Lot 2-A, San Marcos Business Park, Section One, establishing lots 2-B and 2-C.

5. CUP-14-26 (Eskimo Hut) Hold a public hearing and consider a request by The Choi Group, LLC, for a new Conditional Use Permit to allow the sale of beer and wine for on-premise consumption for a restaurant establishment at 1101 Thorpe Lane.

6. CUP-14-28 (Barfish/Bar 141) Hold a public hearing and consider a request by Brian Scofield for an amendment to an existing Unrestricted Conditional Use Permit in order to expand the service area on to a 462 square foot deck/patio that would be added to the rear of the property located at 141 E Hopkins Street.

7. CUP 14-29 (1229 Belvin Street) Hold a public hearing and consider a request by Frank Gomillion, on behalf of Kay Hetherly, for an accessory structure greater than 12 feet in height at 1229 Belvin Street.

NON-CONSENT AGENDA

8. Receive an update from staff and hold discussion regarding the Fall 2014 Preferred Scenario Amendment process for consideration and hear details on each of the applications received:

PSA-14-04 High Pointe Communities - approximately 158 acres along the east side of IH 35 south of Posey Road - Medium Intensity

PSA-14-05 Moeller and Associates - approximately 563.8 acres along Staples Road east of Old Bastrop Highway - Medium Intensity

PSA-14-06 Campus Village Communities - approximately 2.78 acres at the intersection of Sessom Drive and Academy Street - Medium Intensity

PSA-14-07 Flying TZ, LP - approximately 92.00 acres along IH 35 and Old Bastrop Highway south of Posey Road - Medium Intensity

PSA-14-08 ETR Development Consulting, LLC - approximately 6 acres at the intersection of IH 35 and Luciano Flores Blvd - High Intensity

9. Development Services Report:
a. Code SMTX Update
b. Development Services Staffing Update

V. Question and Answer Session with Press and Public.

VI. Adjournment

Notice of Assistance at the Public Meetings

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission was removed by me from the City Hall bulletin board on the _____ day of _____

_____ Title: _____

File #: PC-14-21_01, **Version:** 1

AGENDA CAPTION:
PC-14-21-01 (Blanco Place II) Consider a request by HMT Engineering and Surveying, on behalf of Arthur Don Purswell FLP and Sara Moesker FLP, for a Concept Plat consisting of 56.34 acres out of a portion of the Juan Martin Veramendi Tract.
Meeting date: 9/9/2014

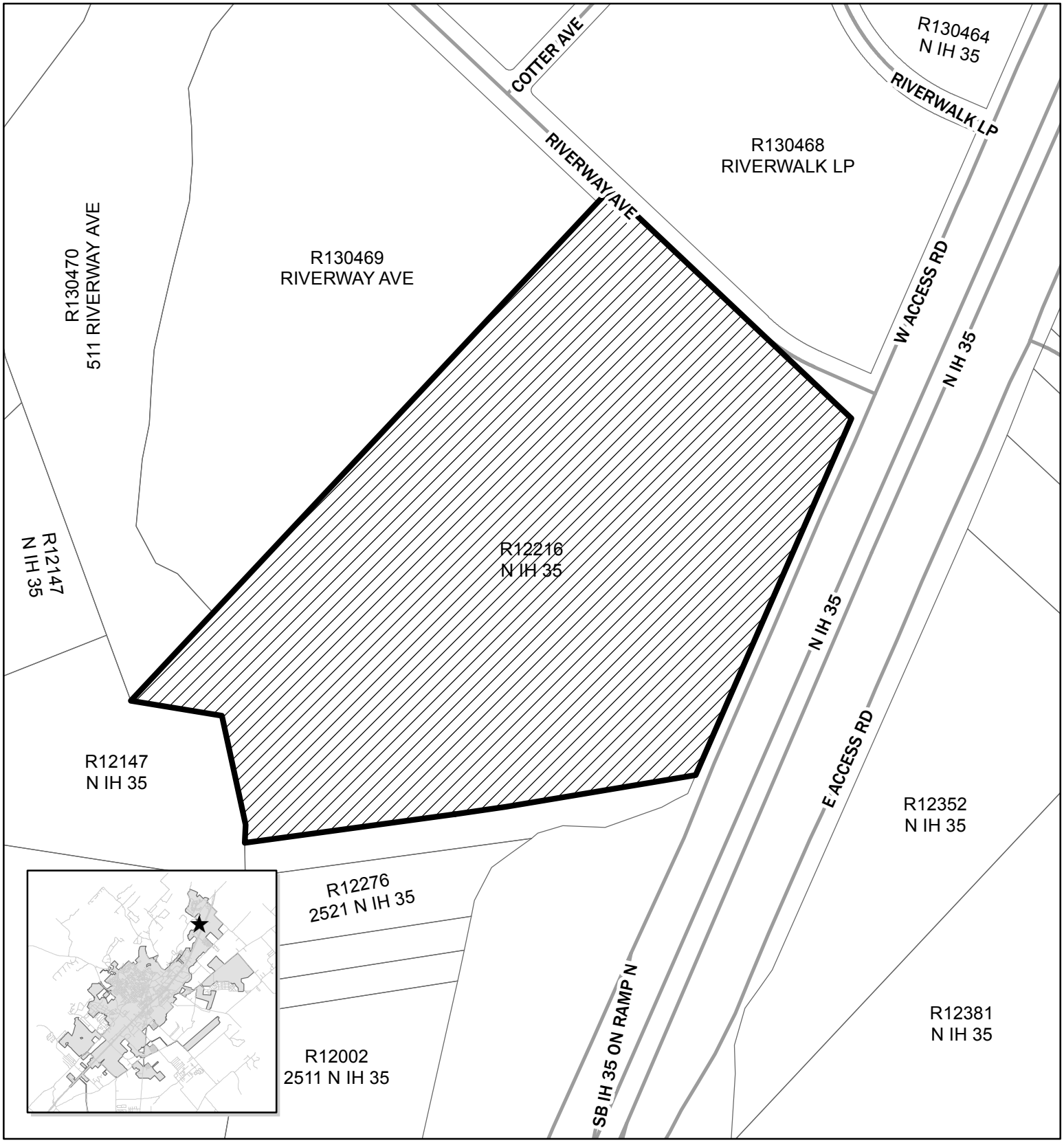
Department: Planning and Development Services

Funds Required: NA
Account Number: NA
Funds Available: NA
Account Name: NA

CITY COUNCIL GOAL: Community Wellness/Strengthen the Middle Class

BACKGROUND:

The purpose of a Subdivision Concept Plat is to delineate the sequence and timing of development within a proposed subdivision where the tract is to be developed in phases. The approval of this proposed Concept Plat will authorize an initial phase resulting in the development of a 10.13 acre commercial tract at the intersection of IH 35 and Riverway Avenue in the City's ETJ.



PC-14-21_01
Griffith Ford
Concept Plat
Map Date: 8/26/2014

Site Location

0 250 500 1,000 Feet

N

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

PC-14-21(01)
Concept Plat
Blanco Place II

Applicant Information:

Applicant: HMT Engineering & Surveying
410 N Seguin Ave.
New Braunfels, TX 78130

Property Owner: C J Griffith Family, LLP
2570 County Road 350
Concan, TX 78838

Type & Name of Subdivision: Blanco Place II Concept Plat

Subject Property:

Summary: This is a Concept Plat consisting of 56.34 acres. The subdivision is located at the southwest corner of IH-35 and Riverway Avenue.

Zoning: All 56.34 acres of the proposed Concept Plat are located within the City of San Marcos ETJ.

Land Use Compatibility: All of the subdivision is located outside the city limits and is indicated as a low intensity zone on the Preferred Scenario Map. A portion of the property is along the Blanco River. An approximately 10 acre portion of the property nearest to the intersection of IH-35 and Riverway Avenue is planned for commercial use; the property owner has no current plans for the remaining 46 acres.

Utility Capacity: An Out of City Utility extension has been requested and has been accepted for a wastewater line extension which is required for approval of the Final Plat for Unit 1 of the Concept Plat. City Council heard the request for the Out of City Utility Extension on September 2nd 2014. All other utilities are provided by non-city entities.

Planning Department Analysis:

The purpose of a Subdivision Concept Plat is to delineate the sequence and timing of development where the proposed development is to occur in phases. The proposed Concept Plat for Blanco Place II will occur in two phases of development. The first phase will be one 10.13 acre commercial tract located closest to the intersection of IH-35 and Riverway Avenue. A second lot comprising approximately 46.21 acres in size has no designated land use at this time. The majority of the property is within the 100 year flood plain, and a large portion of the property near the Blanco River is within the floodway. The entire 56.34 acres is designated as a Low Intensity Zone on the Preferred Scenario map. The proposed Concept Plat is consistent with the Preferred Scenario.

Staff has reviewed this concept plan for consistency with existing city ordinances and policies and has found the following:

- The location, size and sequence of the phases of development proposed assure orderly and efficient development of the land.
- The schedule of development is feasible and assures that the proposed development will progress to completion within the time limits proposed.
- The Subdivision Concept Plat conforms to the Qualified Watershed Protection Plan.

Staff recommends **approval** of the request.

Planning Department Recommendation	
X	Approval
	Approve with conditions or revisions as noted
	Alternative
	Denial

The Commission's Responsibility:

The Commission is charged with making the final decision regarding this proposed Concept Plat. The City charter delegates all subdivision platting authority to the Planning and Zoning Commission. The Commission's decision on platting matters is final and may not be appealed to the City Council. Your options are to approve, disapprove, or to statutorily deny (an action that keeps the applicant "in process") the plat.

Prepared By:

Will Parrish	Planning Technician	September 2, 2014
Name	**Title**	**Date**

HMT
ENGINEERING & SURVEYING

410 N. Seguin Ave.
New Braunfels, TX 78130
HMTNB.COM
830.625.8555 • FAX: 830.625.8556
TBPE FIRM F-10961

July 14, 2014

City of San Marcos
Development Services Department
630 East Hopkins
San Marcos, TX 78666

Ref: Blanco Place II Concept Plat Submittal

To Whom It May Concern:

This letter is in reference to the City of San Marcos application for Concept Plat.

The following items are attached:

1. Completed Application
2. Check for the platting fee - $2,000
3. Copies of deeds showing current ownership
4. Current Tax Certificates and corresponding receipts
5. 5 copies of the plat
6. Digital Copy of Submitted materials
7. Name of Lienholder of Phase 1:
   The First National Bank of Beeville
   125 S. HWY 46
   Seguin, TX 78155
8. Watershed Protection Plan – Phase 1

- Per Richard Reynosa, PE this item does not need to be submitted. A WPP, Phase 2 will be submitted with the Griffith Ford Final Plat.

Sincerely,

Arnold Martinez, Jr., PE
Project Engineer

Attachments

512-608-9565 fax
12/12

PC- 14 - 21_01

City of San Marcos
SUBDIVISION PLAT APPLICATION

	APPLICANT	PROPERTY OWNER
Name	HMT Engineering & Surveying	Arthur Don and Marian Purswell FLP ~~Sara Moesker FLP~~
Mailing Address	410 N. Seguin Ave.	7 Postwood Rd
	New Braunfels, TX 78130	Austin TX 78738
Daytime Phone	830-625-8555	(512) 497 4698
Email Address	amandag@hmtnb.com	donpurswell@yahoo.com

AGENT ACKNOWLEDGEMENT STATEMENT:

I Don Purswell Jr acknowledge that I am the rightful owner of the property proposed for subdivision and hereby authorize HMT to serve as my agent to file this application and to work with the Responsible Official on my behalf during the subdivision platting process.

Signature of Property Owner: _____

Printed Name: Don Purswell Jr Date: 6/20/14

Signature of Agent: _____

Printed Name: Arnold Martinez, Jr., PE Date: 7.11.14

TYPE OF APPLICATION

Subdivision Plats

- ■ Subdivision Concept Plat
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat

Development Plats

- ☐ Preliminary Development Plat
- ☐ Final Development Plat

- ☐ Variance
- ☐ Plat Vacation

Section _____
Accompanying _____

Minor Subdivision Plats (for Administrative Approval)

- ☐ Minor Subdivision Plat

Revisions to Recorded Plats (for Administrative Approval)

- ☐ Amending Plat
- ☐ Replat without Vacation

SUBJECT PROPERTY

Subdivision Name: Blanco Place II

Address or General Location: IH 35 S & Riverway Dr.

Proposed Number of Lots: Phase 1, Phase 2 **Acres:** 56.34

Appraisal District Tax ID: R 12217, 12216, 138237

Located In

- ☐ City Limits
- ☐ S.M. River Corridor
- ■ ETJ* - Please circle county: *Caldwell* *Comal* *Guadalupe* *Hays*
- ☐ Planned Development District

Proposed Use of Land Phase 1, Lot 1 - Auto Sales

**Subdivision plat applications for land in the ETJ may be subject to additional requirements and review as defined by the Interlocal Agreement for the respective county.*

SUBDIVISION IMPROVEMENT AGREEMENT

Whenever public improvements to serve the development are deferred until after Final Subdivision Plat or Final Development Plat approval, the property owner shall enter into a Subdivision Improvement Agreement by which the owner covenants to complete all required public improvements no later than two years following the date upon which the Final Subdivision Plat or Final Development Plat is approved.

- ☐ **I will complete all required public improvements prior to the Final Subdivision Plat or Final Development Plat.**
- ☐ **I wish to defer installation of public improvements and will complete a Subdivision Improvement Agreement with the City.**

Signature: _____

Printed Name: _____ **Date:** _____

ELECTRIC UTILITY SERVICE ACKNOWLEDGEMENT:

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

A. Adequate service is currently available to the subject property
B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Electric Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

_____

_____

Signature of Electric Company Official _____

Title _____ **Date** _____

GAS UTILITY SERVICE ACKNOWLEDGEMENT:

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D. Need easement(s) within subject property

Name of *Gas Service Provider* CenterPoint Energy

Applicable Utility Service Code(s) C

Comments/Conditions Gas can be made available to site - please contact gas company to make arrangements

Signature of Gas Company Official [signature]

Title CP Supervisor **Date** 7/2/14

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D. Need easement(s) within subject property

Name of *Electric Service Provider* Pedernales Electric Cooperative, Inc.

Applicable Utility Service Code(s) A

Comments/Conditions Additional easements will be required at the time of electric application to serve future buildings.

Signature of Electric Company Official _____

Title Right of Way Agent **Date** 06-25-2014

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D. Need easement(s) within subject property

Name of *Gas Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

Signature of Gas Company Official _____

Title _____ **Date** _____

Griffith Ford Site/Riverway Ave. & IH35

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
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C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Water Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Water Utility Official: _____

Title: _____ **Date:** _____

Name of *Wastewater Service Provider* City of San Marcos

Applicable Utility Service Code(s) C

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions Wastewater main extension required.

Signature of City or County Wastewater Official: Lloyd Jones

Title: WW Collection Manager **Date** June 26, 2014

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Telephone Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Telephone Company Official _____

Title: _____ **Date** _____

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
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D. Need easement(s) within subject property

Name of *Water Service Provider* MAXWELL WATER SUPPLY CORPORATION

Applicable Utility Service Code(s) A

Comments/Conditions PROJECTED DEMAND = 8 EDU'S(LUES)
GRIFFITH FORD SITE - IH 35 SAN MARCOS TX

Signature of Water Utility Official: Daniel Pegin

Title: GENERAL MANAGER Date: 6-27-14

Name of *Wastewater Service Provider* _____

Applicable Utility Service Code(s) _____

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions _____

Signature of City or County Wastewater Official: _____

Title: _____ Date _____

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
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C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Telephone Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Telephone Company Official _____

Title: _____ Date _____

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

Griffith Ford

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
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D. Need easement(s) within subject property

Name of *Water Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Water Utility Official: _____

Title: _____ Date: _____

Name of *Wastewater Service Provider* _____

Applicable Utility Service Code(s) _____

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions _____

Signature of City or County Wastewater Official: _____

Title: _____ Date _____

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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D. Need easement(s) within subject property

Name of *Telephone Service Provider* CENTURY LINK

Applicable Utility Service Code(s) A

Comments/Conditions _____

_____

Signature of Telephone Company Official Kenny Z Ellis

Title: Plant Facilities Supv Date 6-19-14

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

- ■ Complete application
- ■ Required fees $ 2,600 *(see next page for Fee Schedule)*
- ■ All legislative requirements complete
- ■ Proof of record ownership *(recorded deed corresponds to ownership indicated on tax certificate)*
- ■ Current tax certificate *(must show prior year taxes paid by January 31st of current year)*
- ■ Names and addresses of property lien-holders
- ■ One digital copy of submittal materials
- ■ Five 18"x24" hard copies of plat document*

I hereby affirm that if I am not the property owner of record, or if the applicant is an organization or business entity, I have been authorized to represent the owner, organization, or business in this application. I certify the preceding information is complete and accurate, and it is understood that I or another representative should be present at all meetings concerning this application.

Signature of Applicant: Arnold D Martinez Jr

Printed Name: Arnold Martinez, Jr., P.E. **Date:** 7.11.14

*Plats in the ETJ may require additional hard copies.

ADDITIONAL REQUIREMENTS:

Subdivision Concept Plats:

- ❑ Watershed Protection Plan (Phase 1)
- ❑ Residential compatibility site plan (where applicable)
- ❑ Cluster development plan (where applicable)

Preliminary Subdivision Plats or Preliminary Development Plats

- ❑ Approved Watershed Protection Plan Phase I (can be submitted concurrently)
- ❑ Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

Final Subdivision or Final Development Plats:

- ❑ Preliminary Plat (where applicable)
- ❑ Approved Watershed Protection Plan Phase II and approved Public Improvement Construction Plan by the Director of Engineering (can be submitted concurrently).
- ❑ Subdivision Improvement Agreement and surety if public facility construction was deferred.
- ❑ Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

Minor Subdivision Plats:

Minor subdivisions plats must meet the following qualifications:

- ❑ Proposed subdivision results in 4 or fewer lots
- ❑ All lots front onto an existing public street and construction or extension of a street or alley is not required or is considered a minor extension by Director of Engineering.
- ❑ Extension of municipal facilities is not required or the installation of utilities is considered a minor extension by the Director of Engineering.
- ❑ Approved WPP Phase II is required if land is located within the Edwards Aquifer Recharge Zone, within a designated stream or river corridor, or if the land contains floodplain, floodway or a waterway as defined by the LDC.

Amending Plats and Replats:

- ❑ Detailed description of the purposes and circumstances that warrant change of the recorded plat identifying all lots, easements or improvements affected by the proposed change.

FEE SCHEDULE

For Plats Located Inside/Outside of the City Limits	
Subdivision Minor Plat / Amending Plat	$400 plus $100 per acre (max $1000)
Concept Plan	$750 plus $50 acre (max $2000)
Preliminary Plat	$750 plus $50 acre (max $2000)
Final Plat	$1000 plus $100 acre (max $2500)
Replat, not administrative	$750 plus $50 acre (max $2000)
Vacation of Previously Recorded Plat	$150
Subdivision Variance Request	$600
Cluster Development Plan	$25 per acre ($100 min / $1500 max)

STAFF USE ONLY:

Submittal Date: 7/11 **5 Business Days from Submittal:** 7/18

Completeness Review By: MH **Date:** 7/14

Contact Date for Supplemental Info: _____

Supplemental Info Received (required within 5 days of contact): _____

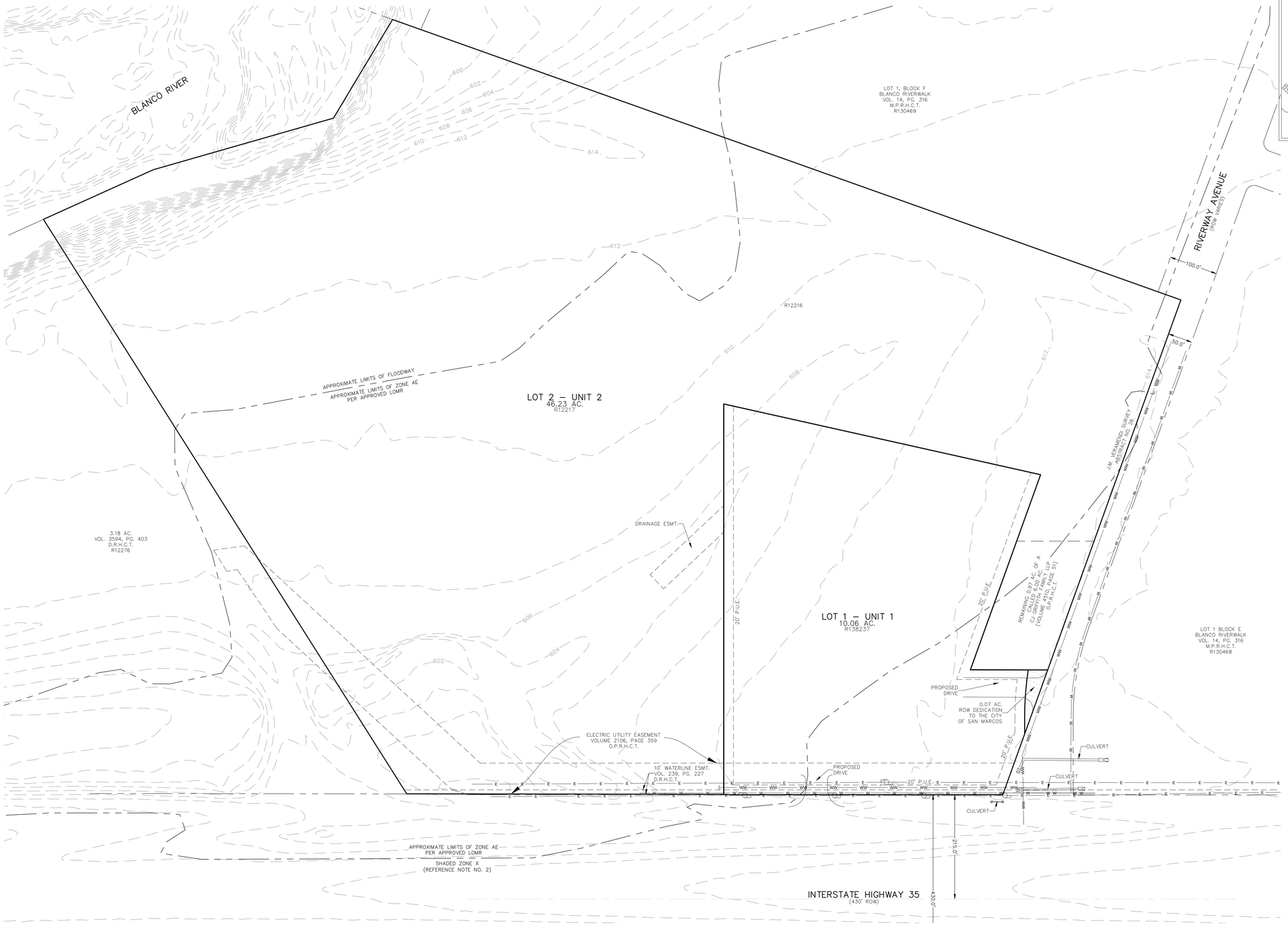
Application Returned to Applicant: _____

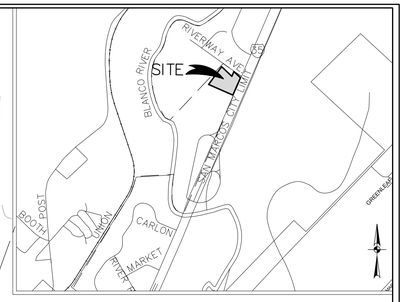
Application Accepted for Review: 7/11 **Fee:** _____

Comments Due to Applicant 7/30

Date for Plat Resubmittals 8/8

Date of Planning and Zoning Commission Meeting: 8/26





LOCATION MAP
NOT TO SCALE

LEGEND:

B.L. = BUILDING SETBACK LINE
P.U.E. = PUBLIC UTILITY EASEMENT
R.O.W. = RIGHT-OF-WAY
M.P.R.H.C.T. = MAP AND PLAT RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T. = DEED RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
–WW– = SANITARY SEWER
–W– = WATER
—E— = OVERHEAD ELECTRIC

PHASING PLAN	SCHEDULE OF PHASING	ACREAGE	CURRENT ZONING	PROPOSED ZONING
UNIT 1	N/A	10.125±	N/A	HC
UNIT 2	N/A	46.215±	N/A	

NOTES:

1. TOTAL SITE AREA IS 56.34 AC.
2. A PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN, ZONE "AE", AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY, PANEL NUMBER 48209C0392F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS. FLOOD LINES SHOWN HEREON REFLECT THE RESULTS OF LOMR CASE NO. 08-06-2257P, EFFECTIVE DATE JULY 30, 2009.
3. CONTOUR LINES SHOWN HEREON WERE DERIVED FROM SPOT ELEVATIONS SURVEYED ON-THE-GROUND ON APRIL 7, 2014 BY HMT ENGINEERING AND SURVEYING.
4. PROPOSED DRIVEWAY IS CONCEPTUAL AND SUBJECT TO CHANGE.
5. DEVELOPMENT OF THIS PROPERTY IS SUBJECT TO THE WATERSHED PROTECTION PLAN.
6. BASE FLOOD ELEVATION FOR THIS TRACT IS CALCULATED TO BE 611.93'. BASE FLOOD ELEVATION AND THE FLOOD LINES SHOWN WERE BASED ON THE LOMR CASE NO. 08-06-2257P, EFFECTIVE DATE JULY 30, 2009, FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS.

PREPLAT PREPARED JULY 14, 2014

HMT
ENGINEERING & SURVEYING
410 N. SEGUIN AVE.
NEW BRAUNFELS,
TEXAS, 78130
WWW.HMTNB.COM
PH:(830)625-8555

SUBDIVISION CONCEPT PLAT:
BLANCO PLACE II
CITY OF SAN MARCOS, TEXAS

Drawing Name: K:_Projects\113 - Griffith Ford\113.001 - Griffith Ford Sn Marcos\113.001.102 - Final Plat\113.001.102 Concept Plat.dwg User: Mbosell Aug 28, 2014 - 4:29pm

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

DEED OF TRUST

DATE: December 14, 2012

GRANTOR: **C. J. GRIFFITH FAMILY LLP**
2570 County Road 350
Concan, Uvalde County, Texas 78838

TRUSTEE: **DUDLEY A. THOMS**
c/o The First National Bank of Beeville
P. O. Drawer B
Beeville, Bee County, Texas 78104

BENEFICIARY: **THE FIRST NATIONAL BANK OF BEEVILLE**
125 S. Highway 46
Seguin, Guadalupe County, Texas 78155

NOTE: Promissory Note ("Note") dated December 14, 2012, in the original principal amount of $500,000.00, executed by Grantor and payable to Beneficiary, payable as stated in the Note with a final maturity date of December 14, 2017.

LOAN DOCUMENTS: The documents creating, governing, evidencing and/or securing the indebtedness represented by the Note are collectively referred to as the "Loan Documents", the indebtedness represented thereby is referred to as the "Debt", and the transaction creating the Debt and represented by the Loan Documents is referred to as the "Loan".

PROPERTY (including any improvements):

Being 6.000 acres of land, more or less, out of and a portion of the Juan Martin Veramendi Survey, Abstract Number 17 in Hays County, Texas, and being out of and a portion of that certain called 80 acre tract of land conveyed by deed to Arthur Don Purswell and Sara P. Moesker as recorded in Volume 258, Page 384 of the Deed Records of Hays County, Texas, said 6.000 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod set in concrete at the point of intersection of the west right-of-way line of Interstate Highway No. 35 (right-of-way varies) with the south right-of-way line of Riverway Avenue (right-of-way varies) as dedicated on the final plat of "Blanco Riverwalk Subdivision" as recorded in Book 14, Pages 311-317 of the Plat Records of Hays County, Texas, said point being the northeast corner of this tract of land;

THENCE S 24 deg. 10 min. 27 sec. W (basis of bearings) along the west right-of-way line of Interstate Highway No. 35, same being the east line of this tract of land, a distance of 500.00 feet to a 1/2 inch iron rod set with a plastic cap stamped "ALL POINTS" for the southeast corner of this tract of land;

THENCE through said 80 acre tract of land the following two (2) courses and distances with a plastic cap stamped "ALL POINTS" set at the terminus of each course:

1) N 46 deg. 03 min. 00 sec. W, a distance of 555.48 feet, the southwest corner of this tract of land, and

2) N 24 deg. 10 min. 21 sec. E a distance of 500.01 feet to the point of intersection with the south right-of-way line of said Riverway Avenue for the northwest corner of this tract of land;

THENCE S 46 deg. 02 min. 57 sec. E along the south right-of-way line of said Riverway Avenue, same being the north line of this tract of land, a distance of 555.50 feet to THE POINT OF BEGINNING and containing 6.000 acres of land, more or less.

PRIOR LIEN(S) (including recording information): NONE

AGREEMENT:

FOR VALUE RECEIVED and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. If Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS:

Grantor agrees to:

a. keep the Property in good repair and condition;
b. pay all taxes and assessments on the Property when due;
c. preserve the lien's priority as it is established in this Deed of Trust;
d. maintain, in a form acceptable to Beneficiary, an insurance policy that:
   (1) covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
   (2) contains an 80% coinsurance clause;
   (3) provides fire and extended coverage, including windstorm coverage;
   (4) protects Beneficiary with a standard mortgage clause;
   (5) provides flood insurance at any time the Property is in a flood hazard area; and
   (6) contains such other coverage as Beneficiary may reasonably require;
e. comply at all times with the requirements of the 80% coinsurance clause;
f. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
g. keep any permitted buildings occupied as required by the insurance policy;
h. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments; and
i. strictly comply with all of the Loan Documents.

BENEFICIARY'S RIGHTS:

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.

2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's Obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
5. If Grantor defaults on the Note or fails to perform any of Grantor's Obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
   a. declare the unpaid principal balance and accrued interest on the Note immediately due;
   b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
   c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

TRUSTEE'S DUTIES:

If requested by Beneficiary to foreclose this lien, Trustee shall:
   a. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
   b. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor;
   c. from the proceeds of the sale, pay, in this order:
      (1) expenses of foreclosure, including a reasonable commission to Trustee (unless proven otherwise, a reasonable commission shall be presumed to be 5% of the bid);
      (2) to Beneficiary, the full amount of principal, interest, attorney's fees and other charges due and unpaid;
      (3) any amounts required by law to be paid before payment to Grantor;
      (4) to Grantor, any balance; and
   d. be paid a reasonable fee even if a foreclosure sale is not conducted.

GENERAL PROVISIONS:

1. Surrender of Possession. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals. Recitals in any Trustee's deed conveying the Property will be presumed to be true.
3. No Election of Remedies. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. Continued Priority of Lien. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. Application of Payments to Unsecured Debt. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
6. Assignment of Awards. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. Assignment of Rents. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Usury Savings. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

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

10. "Note" Coverage. The term note includes all sums secured by this deed of trust.

11. Binding Effect. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

12. "Grantor" Coverage. If Grantor and Maker are not the same person, the term Grantor shall include Maker.

13. Indemnification of Trustee. Except for gross negligence or willful misconduct, Trustee shall not be liable for any act or omission or error of judgment. Trustee may rely on any document believed by Trustee in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon. Grantor shall indemnify Trustee against all liability and expenses that Trustee may incur in the performance of Trustee's Duties hereunder.

14. Purpose(s). Grantor represents that this deed of trust and the note are given for the following purposes:

    Purchase Money. Grantor represents that the indebtedness, the payment of which is secured hereby, is in part payment of the purchase price of the Property herein described, and is secured by a Vendor's Lien thereon retained in Deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

ENVIRONMENTAL MATTERS:

1. Definitions. For the purposes of this Deed of Trust, Grantor, Beneficiary and Trustee agree that, unless the context otherwise specifies or requires, the following terms shall have the following meanings:

    a. "Hazardous Materials" shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), and as further amended from time to time, and regulations promulgated thereunder; (iii) any "hazardous substance" as defined by the Texas Solid Waste Disposal Act (Article 4477-7, Vernon's Texas Civil Statutes) as amended from time to time, and regulations promulgated

thereunder; (iv) any "petroleum product" as defined by Chapter 26, Subchapter I of the Texas Water Code, as amended from time to time, and regulations promulgated thereunder; (v) asbestos; (vi) polychlorinated biphenyls; (vii) storage tanks, whether underground or above ground, empty, filled or partially filled with any petroleum product or hazardous substance; (viii) any substance, the presence of which on the Property is prohibited by any applicable governmental requirements and regulations ("Governmental Requirements"); and (ix) any other substance which by any Governmental Requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal.

b. "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, surface water, ground water, air or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, surface water, ground water, air or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Deed of Trust) emanating from the Property.

2. Representations. Grantor represents and warrants that:

a. no Hazardous Materials are now located on the Property, and neither Grantor nor, to Grantor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of, on, under or at the Property or any part thereof;

b. no part of the Property is being used or, to the knowledge of Grantor, has been used at any previous time for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination;

c. to the best of Grantor's knowledge and belief, no property adjoining the Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor is any other property adjoining the Property affected by Hazardous Materials Contamination; and

d. no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to the Property. The Property is not currently on, and to Grantor's knowledge, after diligent investigation and inquiry, has never been on, any federal or state "Superfund" or "Superlien" list.

3. Indemnity. Regardless of whether any Site Assessments are conducted hereunder, if any event of default shall have occurred under this Deed of Trust and be continuing or any remedies in respect of the Property are exercised by Beneficiary, Grantor shall defend, indemnify, and hold harmless Beneficiary and Trustee from any and all liabilities (including strict liability), actions, demands, penalties, losses, costs or expenses (including without limitation attorneys' fees and expenses, and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the release of this Deed of Trust) be paid, incurred or suffered by or asserted against Beneficiary or Trustee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Property or the applicability of any Governmental Requirements relating to Hazardous Materials (including without limitation CERCLA or any federal, state or local so-called "Superfund" or "Superlien" laws, statute, law, ordinance, code, rule, regulation, order or decree), regardless of whether or not caused by or within the control of Grantor, Beneficiary or Trustee. The representations, covenants, warranties and indemnifications contained herein shall survive the release of this Deed of Trust.

4. Covenants. Grantor agrees to:

a. give notice to Beneficiary immediately upon Grantor's acquiring knowledge of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof;

b. promptly comply with any Governmental Requirements requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide Beneficiary with satisfactory evidence of such compliance; and

c. provide Beneficiary, within thirty days after demand by Beneficiary, with a bond, letter of credit or similar financial assurance evidencing to Beneficiary's satisfaction that the necessary funds are

available to pay the cost of removing, treating and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Property as a result thereof.

5. Right of Entry. Beneficiary shall have the right, but not the obligation, prior or subsequent to an event of default hereunder, without in any way limiting Beneficiary's other rights and remedies under this Deed of Trust, to enter onto the Property or to take such other actions as Beneficiary deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Materials or Hazardous Materials Contamination on the Property following receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or Hazardous Materials Contamination pertaining to the Property or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Property, or other action and/or which, in Beneficiary's sole opinion, could jeopardize Beneficiary's security under this Deed of Trust. All costs and expenses paid or incurred by Beneficiary in the exercise of any such rights shall be indebtedness secured by this Deed of Trust and shall be payable by Grantor upon demand.

6. Site Assessments. Beneficiary (by its officers, employees and agents) at any time and from time to time, either prior to or after the occurrence of any event of default under this Deed of Trust, may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Property any environmental condition which could reasonably be expected to result in any liability, cost or expense to the owner, occupier or operators of such Property arising under any state, federal or local law, rule or regulation relating to Hazardous Materials. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Grantor which do not impede the performance of the Site Assessments. The Site Reviewers are authorized to enter upon the Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Property and such other tests on the Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Grantor will supply to the Site Reviewers such historical and operational information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Beneficiary shall make the results of such Site Assessments fully available to Grantor, which (prior to an event of default hereunder) may, at Grantor's election, participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing such Site Assessments shall be paid by Grantor upon demand of Beneficiary and any such obligations shall be indebtedness secured by this Deed of Trust.

SPECIAL PROVISIONS:

1. Tax and Insurance Reserve or Escrow Account. Grantor agrees, upon Beneficiary's request, to make an initial deposit and then monthly payments to a fund for taxes and insurance premiums on the Property. Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth (1/12) of the amount that Beneficiary estimates will be required annually for payment of taxes and insurance premiums. The fund will accrue no interest, and Beneficiary will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to the next monthly deposits until the excess is exhausted or refund it to Grantor. "Excess" is defined for this provision as an amount exceeding the monthly payment multiplied by the number of months remaining in the calendar year, plus the monthly payment amount multiplied by two. Before Grantor makes the final payment on the Note, Beneficiary will credit to that payment the whole amount then in the fund or, at Beneficiary's option, refund it after the Note is paid. If this Deed of Trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid under "Trustee's Duties". If the Property is transferred, any balance then in the fund will be still subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the payments provided for in the Note.

2. Taxes and Assessments. Grantor shall pay all taxes and assessments against or affecting the Property as the same become due and payable. Grantor shall deliver annually to Beneficiary such evidence of the payment thereof, and, if Grantor fails to do so, Beneficiary may pay such taxes and assessments, together with all costs and penalties thereon, at Grantor's expense; provided, however, that Grantor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest the validity thereof. Pending such contest, Grantor shall not be deemed in default hereunder because of such nonpayment if, prior to delinquency of the asserted tax or assessment, Grantor furnishes Beneficiary an indemnity bond secured by a deposit in cash or other security acceptable to Beneficiary, or with a surety acceptable to Beneficiary, in the amount of the tax or assessment being contested by Grantor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated, and if Grantor promptly pays an amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, on or before the date such judgment becomes final; provided that in any event the tax, assessment, penalties, interest and costs shall be paid prior to the date on which any writ or order is issued under which the Property may be sold in satisfaction thereof.

3. Authorization for Transfer of Tax Lien. Grantor hereby authorizes Beneficiary to pay the taxes, penalties and interest imposed by any taxing unit on the Property. This instrument is sworn to for the specific purpose of causing the tax collector, pursuant to § 32.06 of the Texas Property Tax Code, to transfer the tax lien to the Beneficiary on the payment by Beneficiary of the taxes, interest and/or penalty assessed and unpaid on the Property, such that Beneficiary shall have all of the privileges, rights and remedies authorized by that statute, as it may be changed from time to time.

4. Unearned Premiums. On default, Beneficiary has the right, power and authority to prevent cancellation of the insurance coverage and/or the reimbursement of any unearned premiums to the Grantor herein. Further, any reimbursement of unearned premiums constitute "receipts from the Property" and shall be controlled by the assignment of rents provision of this Deed of Trust.

5. Other Indebtedness. Insofar as permitted by applicable law, this Deed of Trust also secures the payment of all debts, obligations and/or liabilities of every kind and character of Grantor, now or hereafter existing in favor of Beneficiary herein, regardless of whether such debts, obligations and/or liabilities be direct or indirect, primary or secondary, joint and/or several, or have been made payable to, or are or have been in favor of, some other person or entity, or have been acquired by Beneficiary herein in a transaction with one other than Grantor, and additionally secures all indebtedness arising pursuant to the provisions of this Deed of Trust, all loans and advances which Beneficiary herein may hereafter make to Grantor, together with any and all renewals and extensions of such debts, obligations and/or liabilities, or any part thereof, and whether such debts, obligations and/or liabilities are evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty or otherwise.

6. Restrictions on Further Encumbrance and Sale. Unless the indebtedness secured hereby is paid in full, (1) the real property, personal property and improvements thereon, subject hereto, shall remain free and clear of all encumbrances, liens, mortgages, or security interests, and no secondary financing with respect thereto shall be permitted without the express written consent of Beneficiary; and (2) Grantor shall not, without Beneficiary's prior written consent, voluntarily or involuntarily, sell, transfer or convey Grantor's interest, or any portion thereof, in and to the Property subject hereto, except to a party approved in writing by Beneficiary. The occurrence of any of the foregoing events shall constitute an act of default, giving rise to all of the remedies set forth herein including the right to accelerate the maturity of the Note secured hereby. Furthermore, until the indebtedness secured hereby is paid in full, the following restrictions shall exist: (1) Grantor (if Grantor, or any part of Grantor, is a general or limited partnership or joint venture) will not, without the prior written consent of Beneficiary, permit (i) the transfer of any partnership interest of any partner (general or limited) whose interest, directly or indirectly, in the partnership is fifty-one percent (51%) or greater; nor (ii) any new partner to be admitted; and (2) no corporate grantor will, without the prior written consent of Beneficiary, permit (i) the transfer of any stock of any stockholder owning, directly or indirectly, fifty-one percent (51%) or more of the issued outstanding stock of Grantor as of the date hereof (whether such purported transfer shall be by direct transfer by such stockholder or the result of action by any party against such stockholder), nor (ii) the issuance of additional stock by Grantor after the date hereof. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing (1) that the credit of

such person is satisfactory to Beneficiary; (2) that a transfer fee acceptable to Beneficiary has been paid to Beneficiary; (3) that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiary shall require; and (4) that the other terms and provisions of the loan documents are satisfactory to Beneficiary. Sale or transfer, as such terms are used herein, shall mean any sale or transfer of record or beneficial title or interest including, but not limited to, those accomplished by Deeds, Executory Contracts for Sale or for Deed and/or Wrap-Around Deeds. Exceptions to this provision for declaring the Note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this Deed of Trust; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three (3) years or less without an option to purchase.

7. Adequate Security. Grantor covenants and agrees that the Property shall constitute adequate security for the Note. For the purposes of this provision, "Adequate Security" shall mean that the ratio of the fair market value of the Property to the outstanding loan balance shall be equal to, or better than, guidelines published by the regulatory authorities having jurisdiction over Beneficiary, or guidelines established by examiners representing such regulatory authorities. It is understood and agreed that Beneficiary may require Grantor to deliver updated appraisals of the Property at reasonable intervals. Such updated appraisals must be delivered under the signature of an M. A. I. appraiser, and must conform to the standards required by Beneficiary's regulatory authorities. In the event that Grantor fails to deliver any appraisal required hereby, it is understood and agreed that Beneficiary may order such appraisal and require reimbursement for the costs thereof from Grantor.

In no event shall this Deed of Trust secure payment of any installment loan or any open-end line of credit established under Chapter 3, Chapter 4 or Chapter 15 of the Texas Credit Code.

C. J. GRIFFITH FAMILY LLP

By: CHERRY CREEK RANCH, LLC,
Its General Partner

By: _____
Christopher J. Griffith, Authorized Member

STATE OF TEXAS
COUNTY OF Hall

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me on the 14 day of Dec. 2012, by CHRISTOPHER J. GRIFFITH, Authorized Member of CHERRY CREEK RANCH, LLC, a Texas limited liability company, acting in its capacity as General Partner on behalf of C. J. GRIFFITH FAMILY LLP, a Texas limited partnership.

TRACY D. MILLER
Notary Public, State of Texas
My Commission Expires
AUGUST 26, 2015

_____
Notary Public, STATE OF 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.

HAYS COUNTY

Special Warranty Deed With Vendor's Lien

Date: December 14, 2012

Grantor: THE ARTHUR DON PURSWELL AND MARIAN L. PURSWELL FAMILY LIMITED PARTNERSHIP; AND THE SARA P. MOESKER FAMILY LIMITED PARTNERSHIP

Grantor's Mailing Address: 7 Postwood Rd
Austin, TX 78738

Grantee: C.J. Griffith Family LLP

Grantee's Mailing Address: 2570 County Road 350
Concan, Uvalde County, TX. 78838

Consideration: A Promissory Note in the original principal sum of Five Hundred Thousand and No/100 Dollars ($500,000.00) payable to the order of The First National Bank of Beeville, which Promissory Note is secured by a Deed of Trust of even date to Dudley A. Thomas, Trustee.

The debt evidenced by this lien is in part payment of the purchase price of the Property. The debt is secured by a deed of trust and by a vendor's lien on the Property, which is expressly retained. The lien created by the deed of trust and the vendor's lien is transferred to Lender by this deed. The deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both.

Property (including any improvements):

6.000 acres of land, more or less, out of the Juan M. Veramendi Survey No. 2, A-17, in Hays County, Texas, and being out of and a portion of that certain called 80-acre tract of land conveyed to Arthur Don Purswell and Sara P. Moesker as recorded in Vol. 258, Page 384 of the Deed Records of Hays County, Texas; said 6.000 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens, if any, described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for current year, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The First National Bank of Beeville, ("Lender"), 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 Lender and are transferred to Lender without recourse against Grantor.

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 will become absolute.

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

ARTHUR DON PURSWELL AND MARIAN PURSWELL FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

By: The Arthur Don Purswell and Marian L. Purswell Management Trust, as general partner

By:_____

Arthur Don Purswell, Jr., Independent Trustee

GF#1215075-DH

THE SARA P. MOESKER FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership
By: The Sara P. Moesker Management Trust, general partner

By: _____
Don Purswell, Jr., Independent Trustee

STATE OF TEXAS)

COUNTY OF Travis)

This instrument was acknowledged before me on December 14, 2012, by Arthur Don Purswell, Jr., Independent Trustee of The Arthur Don Purswell and Marian L. Purswell Management Trust, as general partner of ARTHUR DON PURSWELL AND MARIAN PURSWELL FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said entities.

DEBRA H. STEIN
Notary Public, State of Texas
My Commission Expires
MAY 18, 2016

_____
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF Travis)

This instrument was acknowledged before me on December 14, 2012, by Arthur Don Purswell, Jr., as Independent Trustee of The Sara P. Moesker Management Trust, as general partner of THE SARA P. MOESKER FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said entities.

DEBRA H. STEIN
Notary Public, State of Texas
My Commission Expires
MAY 18, 2016

_____
Notary Public, State of Texas

GF#1215075-DH

Exhibit "A"

LEGAL DESCRIPTION:

BEING 6.000 ACRES OF LAND, MORE OR LESS OUT OF AND A PORTION OF THE JUAN MARTIN VERAMENDI SURVEY, ABSTRACT NUMBER 17 IN HAYS COUNTY, TEXAS AND BEING OUT OF AND A PORTION OF THAT CERTAIN CALLED 80 ACRE TRACT OF LAND CONEYED BY DEED TO THE ARTHUR DON PURSWELL AND TO SARA P. MOESKER AS RECORDED IN VOLUME 258, PAGE 384 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 6.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2" iron rod set in concrete at the point of intersection of the west right-of-way line of Interstate Highway No. 35 (right-of-way varies) with the south right-of-way line of Riverway Avenue (right-of-way varies) as dedicated on the final plat of "Blanco Riverwalk Subdivision" as recorded in Book 14, Pages 311-317 of the Plat Records of Hays County, Texas, said point being the northeast corner of this tract of land;

THENCE S 24° 10' 27" W, (Basis of Bearings) along the west right-of-way line of Interstate Highway Number 35, same being the east line of this tract of land, a distance of 500.00 feet to a 1/2" iron rod set with a plastic cap stamped "ALL POINTS" for the southeast corner of this tract of land;

THENCE through said 80 acre tract of land the following two (2) courses and distances with a plastic cap stamped "ALL POINTS" set at the terminus of each course,
1) N 46° 03' 00" W, a distance of 555.48 feet, the southwest corner of this tract of land, and
2) N 24° 10' 21" E a distance of 500.01 feet to the point of intersection with the south right-of-way line of said Riverway Avenue for the northwest corner of this tract of land;

THENCE S 46° 02' 57" E along the south right-of way line of said Riverway Avenue, same being the north line of this tract of land, a distance of 555.50 feet to THE POINT OF BEGINNING and containing 6.000 acreas of land, more or less.

Grantee Address:

CJ Griffith Family LLP
2520 County Road 350
Cooper, TX 75838

HC 9800282 3 pgs

1371 670

③ 13.00 N

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of Jan. 5, 1998, between ARTHUR DON PURSWELL AND MARIAN L. PURSWELL, husband and wife, having an address at RR 1, Box 39, Maxwell, Texas 78656, ("Grantor"), and THE ARTHUR DON PURSWELL AND MARIAN L. PURSWELL REVOCABLE LIVING TRUST, having an address at RR 1, Box 39, Maxwell, Texas 78656, ("Grantee").

WITNESSETH, that Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, so hereby transfer unto Grantee and its heirs, executors, administrators, successors and assigns forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Hays, and the State of Texas, being more particularly described as follows, to-wit:

SEE "EXHIBIT A" ATTACHED

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time. Any and all restrictions, covenants, conditions, rights-of-way, mineral reservations, mineral leases and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

GRANTOR, FOR THE CONSIDERATION AND SUBJECT TO THE RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY, GRANTS, SELLS, AND CONVEYS TO GRANTEE THE PROPERTY, TOGETHER WITH ALL AND SINGULAR THE RIGHTS AND APPURTENANCES THERETO IN ANY WISE BELONGING, TO HAVE AND HOLD IT TO GRANTEE, GRANTEE'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, OR ASSIGNS FOREVER. GRANTOR BINDS GRANTOR AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS TO WARRANT AND FOREVER DEFEND ALL AND SINGULAR THE PROPERTY TO GRANTEE AND GRANTEE'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF, BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE.

IN WITNESS WHEREOF, Grantor have duly executed this deed on the date first above written.

ARTHUR DON PURSWELL

1371 660

MARIAN L. PURSWELL

STATE OF TEXAS

COUNTY OF CALDWELL

Before me, a notary public, on this day personally appeared ARTHUR DON PURSWELL AND MARIAN L. PURSWELL, who acknowledged that they did sign the foregoing instrument, and acknowledged to me that they executed the same for the uses and purposes and consideration therein expressed.

GIVEN UNDER MY HAND and official seal this 5 day of Jan., 1998.

Notary Public, State of Texas

After recording return to:
ARTHUR DON PURSWELL AND MARIAN L. PURSWELL
RR 1, Box 39
Maxwell, Texas 78656

DAVID W. LORD
NOTARY PUBLIC
State of Texas
Comm. Exp. 7-13-1999

SPECIAL WARRANTY DEED

"EXHIBIT A"

All of Grantor's interest in the following:

1371 681

Conveys the following described real estate situated in Hays County, Texas, about 5 miles east of the town of San Marcos, containing 56.08 acres, more or less, and being a part of the 80 acre tract of land in the J. M. Veramendi Survey No. 2, abstract No. 17, dated November 10, 1881 and described in a deed of trust dated November 28, 1933, executed by George Kyle and wife, Bessie Kyle to A. C. Williams, Trustee, for the Land Bank Commissioner, recorded in Volume 36, page 75, Deed of Trust Records of Hays County, Texas; the land herein conveyed being all of that certain acre tract which lies Northwest of State Highway No. 2.

BEGINNING at an iron stake at the base of a fence corner post on the Northwest boundary line of State Highway No. 2; this stake being on the Northeast boundary line of the J. M. Veramendi Survey No. 2, and on the Northeast line of an 80 acre tract described in a deed of trust from George Kyle and wife, Bessie Kyle, to A. C. Williams, Trustee, for the Land Bank Commissioner recorded in Volume 36, page 75, of the Deed of Trust Records of Hays County, Texas;

THENCE follow a fence line along the Northeast boundry of the said J. M. Veramendi Survey North 46 deg. 6' West 1084 feet to the North corner of said Survey about 7 feet beyond a large fence post used as fence corner;

THENCE South 43 deg. 43' West along fence on the Northwest line of the said Veramendi Survey, 1724 feet to the edge of the Blanco River;

THENCE down the edge of the said Blanco river approximately as follows: South 34 deg. 57' East 237 feet; South 8 deg. 8' West 386 feet; South 9 deg. 12' East 239 feet to a fence at the most southern corner of the said 80 acre tract;

THENCE following an old fence on the South side of the said 80 acre tract, North 81 deg. 50' East 1414 feet to an iron stake on the Northwest boundry line of the said State Highway No. 2;

THENCE along the Northwest line of said Highway North 24 deg. 12' East 1215 feet to the place of beginning; containing 56.08 acres.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Margie T Villalpando

1-7-98 03:13 PM 9800282
KLEEN $13.00
MARGIE T VILLALPANDO, County Clerk
HAYS COUNTY

SPECIAL WARRANTY DEED

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

70 2010 10021922

Instrument Number: 2010-10021922
As
OPR RECORDINGS

Recorded On: July 26, 2010

Parties: PURSWELL ARTHUR DON

To ARTHUR DON PURSWELL AND MARIAN L PURSWELL

Billable Pages: 4

Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

OPR RECORDINGS	28.00
Total Recording:	28.00

********** DO NOT REMOVE. 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: 2010-10021922
Receipt Number: 251313
Recorded Date/Time: July 26, 2010 02:08:58P
Book-Vol/Pg: BK-OPR VL-3942 PG-544
User / Station: C Rodriguez - Cashiering #4

Record and Return To:

ARTHUR DON PURSWELL
705 N.W. RIVER RD.
MARTINDALE TX 78655

COUNTY COURT OF HAYS COUNTY, TEXAS

State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche, County Clerk

SPECIAL WARRANTY DEED

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

Date: September 22, 2009

Grantor: ARTHUR DON PURSWELL

Grantor's Mailing Address (including county): 705 N. W. River Rd., Martindale, Texas 78655 (Caldwell County)

Grantees: THE ARTHUR DON PURSWELL AND MARIAN L. PURSWELL FAMILY LIMITED PARTNERSHIP.

Grantee's Mailing Address (including County): 705 N. W. River Rd., Martindale, Texas 78655 (Caldwell County)

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements): COUNTY OF HAYS, STATE OF TEXAS

SEE ATTACHED SCHEDULE "A"
(Consideration is less than $100.00)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

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

ARTHUR DON PURSWELL
AS GRANTOR AND TRUSTEE

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GONZALES

Before me, the undersigned Notary Public, in and for said county and state, on this 22nd day of September, 2009, personally appeared ARTHUR DON PURSWELL, to me known to be the identical person who executed the within and foregoing instrument, acknowledged to me that she executed the same as her voluntary act and deed for the uses and purposes therein set forth.

Notary's Signature: _____

Notary's Printed Name: Henry F. Claeys

Notary Public in and for The State of Texas

HENRY FRANCIS CLAEYS
MY COMMISSION EXPIRES
August 22, 2010

Notary Commission Expiration Date: August 22, 2010

AFTER RECORDING RETURN TO:

ARTHUR DON PURSWELL
705 N. W. River Rd.
Martindale, Texas 78655

SCHEDULE "A"

Hays County Clerk
137 N. Guadalupe
San Marcos, TX 78666
Telephone: (512) 396-2601

FIFTY PERCENT (50%) OF THE FOLLOWING PROPERTIES:

ALL REAL PROPERTY DESCRIBED AT DOCUMENT NO 82836 OR 82636, VOL 258 PAGE 384, HAYS COUNTY, TEXAS, DEED RECORDS.

THIS PAGE LEFT INTENTIONALLY BLANK FOR RECORDING PURPOSES

Issue Date : 6/25/2014

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2013

Entities to which this certificate applies:

RSP - Special Road Dist
FSO - South Hays Co ESD #3
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0017-2246-00000-3
Quick-Ref ID : R12217

IH 35 (WEST SIDE) SAN MARCOS, TX 78666

A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 47.05, 50.000000% UDI

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$928,140.00
Ag Use	:	$4,250.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$4,250.00

Owner Information

Owner ID : O0126935

MOESKER SARA P FAMILY LIMITED PARTNERSHIP
705 N W RIVER RD
MARTINDALE, TX 78655

Ownership: 50.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2013	60.10	0.00	0.00	0.00	0.00
RSP	2013	1.86	0.00	0.00	0.00	0.00
GHA	2013	18.08	0.00	0.00	0.00	0.00
FSO	2013	4.25	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2014 : $0.00
Total due on all bills 6/30/2014 : $0.00
2013 taxes paid for entity SSM $60.10
2013 taxes paid for entity RSP $1.86
2013 taxes paid for entity GHA $18.08
2013 taxes paid for entity FSO $4.25
2013 Total Taxes Paid : $84.29
Date of Last Payment : 12/19/13

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Donna Daw, Deputy
Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/25/2014
Requestor	:	MOESKER SARA P FAMILY LIMITED PAI
Receipt	:	SM-2014-748311
Fee Paid	:	$10.00
Payer	:	HANZ THORNHILL INC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2014-748311**

Payor: HANZ THORNHILL INC ()
410 N SEGUIN AVE
NEW BRAUNFELS, TX 78130

Owner: MOESKER SARA P FAMILY LIMITED PARTNERSHIP (O0126935)
705 N W RIVER RD
MARTINDALE, TX 78655

Quick Ref ID:	R12217	Property:	10-0017-2246-00000-3
Owner:	MOESKER SARA P FAMILY LIMITED PARTNERSHIP (O0126935) - 50%	Legal Description:	A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 47.05, 50.000000% UDI
Owner Address:	705 N W RIVER RD MARTINDALE, TX 78655	Situs Address:	IH 35 (WEST SIDE) SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Check Payment (Ref # 2595) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/25/2014	**0.00**

Date Paid: 06/25/2014
Effective Date: 06/25/2014
Station/Till: donnat/Donna's Till
Cashier: DonnaT

Issue Date : 6/25/2014

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2013

Entities to which this certificate applies:

RSP - Special Road Dist
FSO - South Hays Co ESD #3
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0017-2245-00000-3
Quick-Ref ID : R12216

IH 35 (WEST SIDE) SAN MARCOS, TX 78666

A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 47.05, 50.000000% UDI

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$928,140.00
Ag Use	:	$4,250.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$4,250.00

Owner Information

Owner ID : O0091639

PURSWELL ARTHUR DON & MARIAN L
FAMILY LIMITED PARTNERSHIP
705 N W RIVER RD
MARTINDALE, TX 78655

Ownership: 50.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2013	60.10	0.00	0.00	0.00	0.00
RSP	2013	1.86	0.00	0.00	0.00	0.00
GHA	2013	18.08	0.00	0.00	0.00	0.00
FSO	2013	4.25	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2014 : $0.00
Total due on all bills 6/30/2014 : $0.00
2013 taxes paid for entity SSM $60.10
2013 taxes paid for entity RSP $1.86
2013 taxes paid for entity GHA $18.08
2013 taxes paid for entity FSO $4.25
2013 Total Taxes Paid : $84.29
Date of Last Payment : 12/19/13

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Donna Jaw, Deputy
Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/25/2014
Requestor	:	PURSWELL ARTHUR DON & MARIAN L I
Receipt	:	SM-2014-748312
Fee Paid	:	$10.00
Payer	:	HANZ THORNHILL INC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2014-748312**

Payor:	HANZ THORNHILL INC () 410 N SEGUIN AVE NEW BRAUNFELS, TX 78130	Owner:	PURSWELL ARTHUR DON & MARIAN L FAMILY LIMITED PARTNERSHIP (O0091639) 705 N W RIVER RD MARTINDALE, TX 78655

Quick Ref ID:	R12216	Property:	10-0017-2245-00000-3
Owner:	PURSWELL ARTHUR DON & MARIAN L FAMILY LIMITED PARTNERSHIP (O0091639) - 50%	Legal Description:	A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 47.05, 50.000000% UDI
Owner Address:	705 N W RIVER RD MARTINDALE, TX 78655	Situs Address:	IH 35 (WEST SIDE) SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Check Payment (Ref # 2595) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/25/2014	**0.00**

Date Paid: 06/25/2014
Effective Date: 06/25/2014
Station/Till: donnat/Donna's Till
Cashier: DonnaT

Issue Date : 6/25/2014

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2013

Entities to which this certificate applies:

RSP - Special Road Dist
FSO - South Hays Co ESD #3
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0017-2245-00001-3
Quick-Ref ID : R138237

IH 35 WEST SIDE SAN MARCOS, TX 78666

A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 6

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$462,000.00
Ag Use	:	$1,080.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$1,080.00

Owner Information

Owner ID : O0159742

GRIFFITH C J FAMILY LLP
2570 COUNTY RD 350
CONCAN, TX 78838

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2013	15.27	0.00	0.00	0.00	0.00
RSP	2013	0.47	0.00	0.00	0.00	0.00
GHA	2013	4.60	0.00	0.00	0.00	0.00
FSO	2013	1.08	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2014 : $0.00
Total due on all bills 6/30/2014 : $0.00

2013 taxes paid for entity SSM $15.27
2013 taxes paid for entity RSP $0.47
2013 taxes paid for entity GHA $4.60
2013 taxes paid for entity FSO $1.08

2013 Total Taxes Paid : $21.42

Date of Last Payment : 11/07/13

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Donna Law, Deputy
Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/25/2014
Requestor	:	GRIFFITH C J FAMILY LLP
Receipt	:	SM-2014-748313
Fee Paid	:	$10.00
Payer	:	HANZ THORNHILL INC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2014-748313**

Payor:	HANZ THORNHILL INC () 410 N SEGUIN AVE NEW BRAUNFELS, TX 78130	Owner:	GRIFFITH C J FAMILY LLP (O0159742) 2570 COUNTY RD 350 CONCAN, TX 78838

Quick Ref ID:	R138237	Property:	10-0017-2245-00001-3
Owner:	GRIFFITH C J FAMILY LLP (O0159742) - 100%	Legal Description:	A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 6
Owner Address:	2570 COUNTY RD 350 CONCAN, TX 78838	Situs Address:	IH 35 WEST SIDE SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Check Payment (Ref # 2595) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/25/2014	**0.00**

Date Paid:	06/25/2014
Effective Date:	06/25/2014
Station/Till:	donnat/Donna's Till
Cashier:	DonnaT

File #: PC-14-20_03, **Version:** 1

AGENDA CAPTION:
PC-14-20-03 (Griffith Ford) Consider a request by HMT Engineering and Surveying, on behalf of Arthur Don Purswell FLP, Sara Moesker FLP, and the C J Griffith Family LLP for a Final Plat and the associated subdivision improvement agreement, consisting of 10.125 acres out of a portion the Juan Martin Veramendi, abstract number 17, establishing Griffith Ford Unit 1.

Meeting date: 9/9/2014

Department: Planning and Development Services

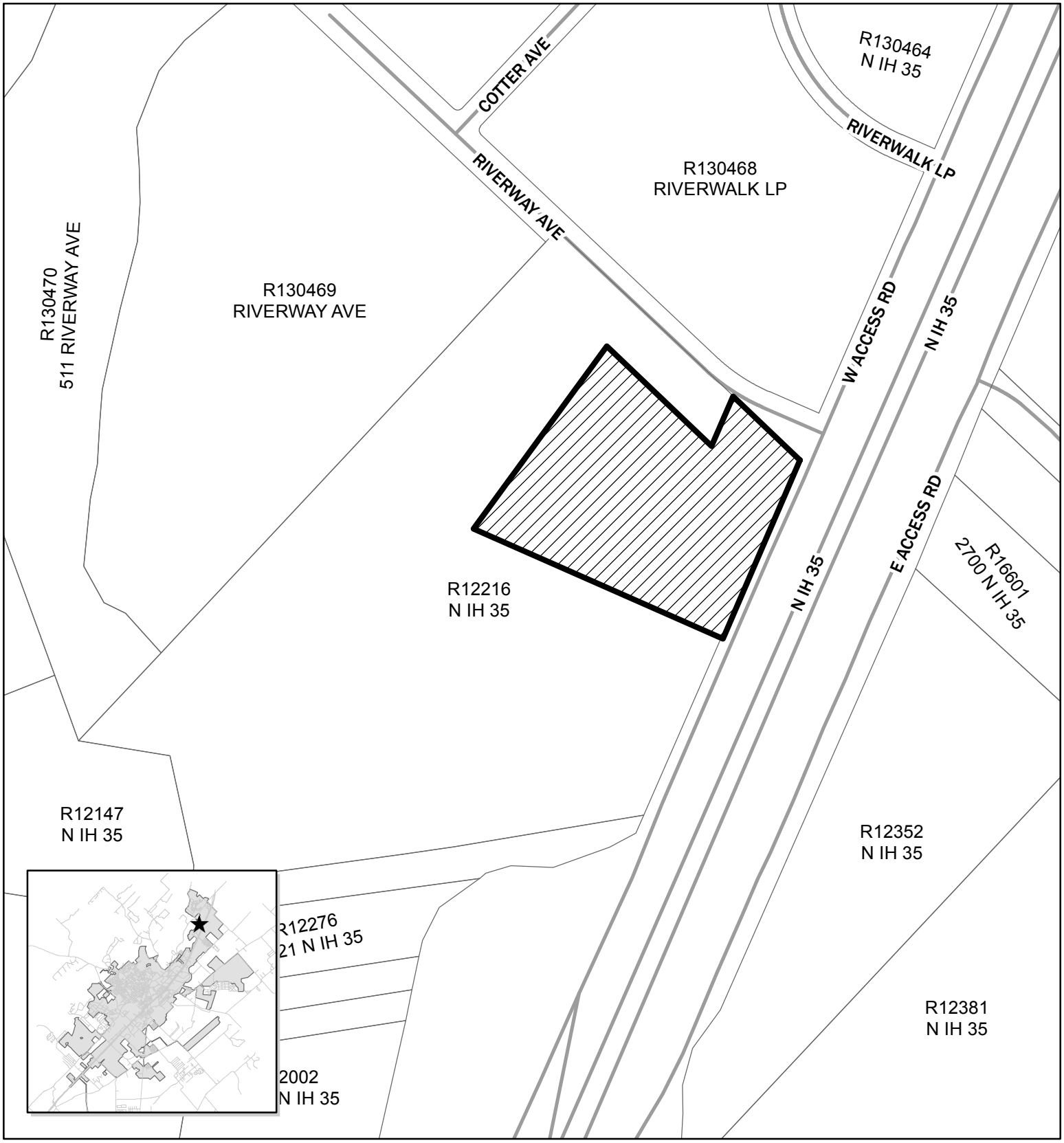
Funds Required:
Account Number:
Funds Available:
Account Name:

CITY COUNCIL GOAL: Strengthen the Middle Class

BACKGROUND:

The subject property is located within the San Marcos ETJ, at the intersection of the IH 35 frontage road and Riverway Avenue. This plat was submitted concurrently with a Concept Plat, lot one being the first phase of development. A Public Improvements Construction Plan to extend the required wastewater line has been submitted and approved by the Director of Engineering. A Subdivision Improvement Agreement (attached) has been executed to achieve the wastewater extension.

Staff has reviewed the request and determined that the plat meets the requirements of Section 1.6.5.5 of the Land Development Code and recommends approval.



PC-14-20_03
Griffith Ford
Final Plat
Map Date: 8/26/2014

Site Location

0 250 500 1,000 Feet

N

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

PC-14-20_03
Final Plat
Griffith Ford Unit 1

Applicant Information:

Applicant: HMT Engineering & Surveying
410 N Seguin Ave.
New Braunfels, TX 78130

Property Owner: C J Griffith Family, LLP
2570 County Road 350
Concan, TX 78838

Subject Property:

Summary: The subject property is approximately 10.13 acres out of the J.M. Veramendi Survey No. 1, Abstract 17, located at the intersection of Riverway Avenue and the IH-35 frontage road.

Zoning: This property is currently within the City of San Marcos Extraterritorial Juristiction.

Traffic/ Transportation:

The property will be able to be accessed from the IH-35 frontage road and Riverway Avenue.

Utility Capacity:

An Out of City Utility extension has been requested and has been accepted for a wastewater line extension which is required for approval of the Plat. City Council heard the request on September 2nd 2014. All other utilities are provided by non-city entities.

Planning Department Analysis:

The subject property is located within the San Marcos ETJ at the intersection of IH 35 and Riverway Avenue. This plat was submitted concurrently with a Concept Plat, lot one being the first phase of development. The majority of this property lies within the 100 year flood plain of the Blanco River. A Public Improvements Construction Plan to extend the required wastewater line has been submitted and approved by the Director of Engineering. A Subdivision Improvement Agreement (attached) has been executed to achieve the wastewater extension.

Staff has reviewed the request and determined that the plat meets the requirements of Section 1.6.5.5 of the Land Development Code and recommends approval.

Planning Department Recommendation	
☒	Approve as submitted
☐	Approve with conditions or revisions as noted
☐	Alternative - Postpone

☐	Denial

The Commission's Responsibility:

The Commission is charged with making the final decision regarding this proposed Final Plat. The City charter delegates all subdivision platting authority to the Planning and Zoning Commission. The Commission's decision on platting matters is final and may not be appealed to the City Council. Your options are to approve, disapprove, or to statutorily deny (an action that keeps the applicant "in process") the plat.

Prepared by:

Will Parrish	Planning Tech	August 28, 2014
Name	**Title**	**Date**

PLAT NOTES:

1. ALL LOTS WITHIN THE SUBDIVISION WILL BE SERVED BY MAXWELL WATER SUPPLY CORPORATION. SANITARY SEWER AND ELECTRICITY WILL BE SERVED BY THE CITY OF SAN MARCOS. TELEPHONE SERVICE FOR SUBDIVISION WILL BE PROVIDED BY CENTURY LINK AND/OR TIME WARNER. GAS SERVICE WILL BE PROVIDED BY CENTERPOINT ENERGY.
2. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF SAN MARCOS ZONING ORDINANCE.
3. PUBLIC SIDEWALKS SHALL BE CONSTRUCTED TO THE CITY OF SAN MARCOS STANDARDS ALONG BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANIES.
4. THIS PROPERTY IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR THE EDWARDS AQUIFER CONTRIBUTING ZONE.
5. THIS SUBDIVISION IS WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS, TEXAS.
6. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983.
7. PERMANENT AND STABLE MONUMENTATION WAS FOUND OR SET FOR ALL CORNERS ON THE OUTER BOUNDARY OF THIS PLAT. PROPERTY CORNERS WERE SET WITH 1/2" IRON PIN WITH PLASTIC CAP LABELED "HMT" WHERE PRACTICAL. OTHERWISE, A MONUMENT THAT IS PERMANENT AND STABLE WAS USED.
8. BASE FLOOD ELEVATION FOR THIS TRACT IS CALCULATED TO BE 611.93'. BASE FLOOD ELEVATION AND THE FLOOD LINES SHOWN WERE BASED ON THE LOMR CASE NO. 08-06-2257P, EFFECTIVE DATE JULY 30, 2009, FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS.
9. THE FINISHED FLOOR ELEVATION FOR THIS LOT IS TO BE 1' ABOVE THE ESTABLISHED BASE FLOOD ELEVATION.
10. THIS FINAL PLAT IS UNIT 1 OUT OF THE BLANCO PLACE II CONCEPT PLAT.

KNOW ALL MEN BY THESE PRESENTS:

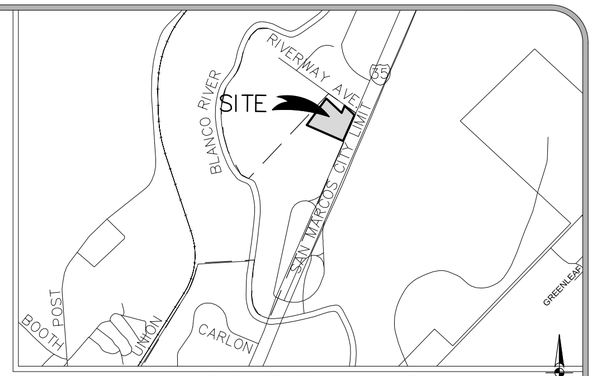
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
DOUGLAS B. COTTLE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6149
410 N. SEGUIN NEW BRAUNFELS, TEXAS 78130

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ARNOLD MARTINEZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY AFFIRM THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT. NO BUILDABLE RESIDENTIAL LOT WITHIN THIS SUBDIVISION IS LOCATED WITHIN A FLOOD HAZARD AREA. PORTIONS OF DRAINAGE LOTS ARE WITHIN SPECIAL FLOOD HAZARD AREA ZONE "AE". FLOOD LINES SHOWN HEREON REFLECT THE RESULTS OF LOMR CASE NO. 08-06-2257P, EFFECTIVE DATE JULY 30, 2009 FOR PANEL NO. 48209C0392F.

_____
ARNOLD MARTINEZ, P.E.
REGISTERED PROFESSIONAL
ENGINEER NO. 91894
410 N. SEGUIN NEW BRAUNFELS, TEXAS 78130



LOCATION MAP
NOT TO SCALE

STATE OF TEXAS
COUNTY OF HAYS

I, ARTHUR DON PURSWELL, THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS GRIFFITH FORD, UNIT 1, BEING 5.10 ACRE TRACT OF LAND, SITUATED IN THE JUAN MARTIN VERAMENDI SURVEY, ABSTRACT NO. 17, HAYS COUNTY, TEXAS, BEING OUT OF A 56.08 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1371, PAGE 679, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SUBDIVIDE THIS PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

_____
SARA P MOESKER FAMILY LIMITED PARTNERSHIP .
AUTHORIZED AGENT-ARTHUR DON PURSWELL
RR 1, BOX 39
MAXWELL, TEXAS 78656

STATE OF TEXAS
COUNTY OF _____,

THIS SUBDIVISION PLAT WAS ACKNOWLEDGED BEFORE ME ON _____, 20__ BY _____.

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

STATE OF TEXAS
COUNTY OF HAYS

I, MARIAN L. PURSWELL, THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS GRIFFITH FORD, UNIT 1, BEING 5.10 ACRE TRACT OF LAND, SITUATED IN THE JUAN MARTIN VERAMENDI SURVEY, ABSTRACT NO. 17, HAYS COUNTY, TEXAS, BEING OUT OF A 56.08 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1371, PAGE 679, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SUBDIVIDE THIS PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

_____
MARIAN L. PURSWELL
RR 1, BOX 39
MAXWELL, TEXAS 78656

STATE OF TEXAS
COUNTY OF _____,

THIS SUBDIVISION PLAT WAS ACKNOWLEDGED BEFORE ME ON _____, 20__ BY _____.

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

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

_____
JAMES C. GARZA
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____
JAMES C. GARZA
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

_____
TOME POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN MANAGER

CITY OF SAN MARCOS
CERTIFICATE OF APPROVAL

APPROVED AND AUTHORIZED TO BE RECORDED ON _____ BY PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

_____ _____
CHAIRMAN DATE

MAXWELL WATER SUPPLY CORPORATION WILL PROVIDE WATER SERVICE SUBJECT TO AND CONDITIONAL UPON THE TERMS AND CONDITIONS OF AN EXECUTED WATER SUPPLYCONTRACT WITH THE OWNER.

SIGNATURE: _____.

NAME: _____.

TITLE: _____.

DATE: _____.

STATE OF TEXAS
COUNTY OF HAYS

I, ARTHUR DON PURSWELL, THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS GRIFFITH FORD, UNIT 1, BEING 5.10 ACRE TRACT OF LAND, SITUATED IN THE JUAN MARTIN VERAMENDI SURVEY, ABSTRACT NO. 17, HAYS COUNTY, TEXAS, BEING OUT OF A 56.08 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1371, PAGE 679, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SUBDIVIDE THIS PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

_____
ARTHUR DON PURSWELL
RR 1, BOX 39
MAXWELL, TEXAS 78656

STATE OF TEXAS
COUNTY OF _____,

THIS SUBDIVISION PLAT WAS ACKNOWLEDGED BEFORE ME ON _____, 20__ BY _____.

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

STATE OF TEXAS
COUNTY OF HAYS

I, CHRIS GRIFFITH, THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS GRIFFITH FORD, UNIT 1, BEING 5.03 ACRE TRACT OF LAND, SITUATED IN THE JUAN MARTIN VERAMENDI SURVEY, ABSTRACT NO. 17, HAYS COUNTY, TEXAS, BEING OUT OF A 6.000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 4510, PAGE 51, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SUBDIVIDE THIS PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

_____
GRIFFITH C J FAMILY LLP. .
CHRIS GRIFFITH - AUTHORIZED AGENT
2570 COUNTY RD 350
CONCAN, TEXAS 78656

STATE OF TEXAS
COUNTY OF _____,

THIS SUBDIVISION PLAT WAS ACKNOWLEDGED BEFORE ME ON _____, 20__ BY _____.

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

CITY OF SAN MARCOS
CERTIFICATE OF APPROVAL

APPROVED AND AUTHORIZED TO BE RECORDED ON _____ BY PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

_____ _____
CHAIRMAN DATE

_____ _____
RECORDING SECRETARY DATE

_____ _____
DIRECTOR OF PLANNING & DEVELOPMENT SERVICES DATE

_____ _____
CIP & ENGINEERING DEPARTMENT DATE

_____ _____
SAN MARCOS UTILITIES DATE

STATE OF TEXAS
COUNTY OF HAYS

I, _____, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20___, AT _____ O'CLOCK ____ M., AND RECORDED ON THE _____ DAY OF _____20___, AT _____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS VOLUME ___, PAGES _____.

WITNESS MY HAND OFFICIAL SEAL, THIS THE ___ DAY OF _____, 20___.

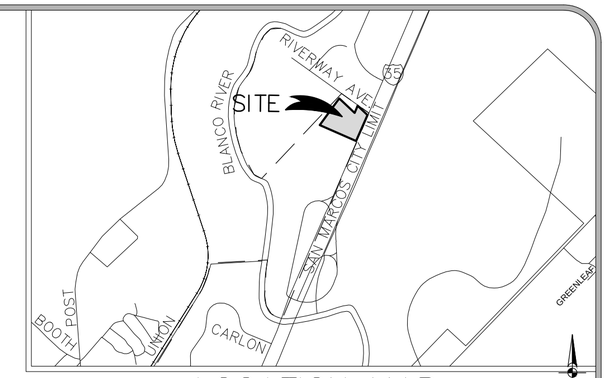
_____
COUNTY CLERK .
HAYS COUNTY, TEXAS

PREPARED JULY 14, 2014

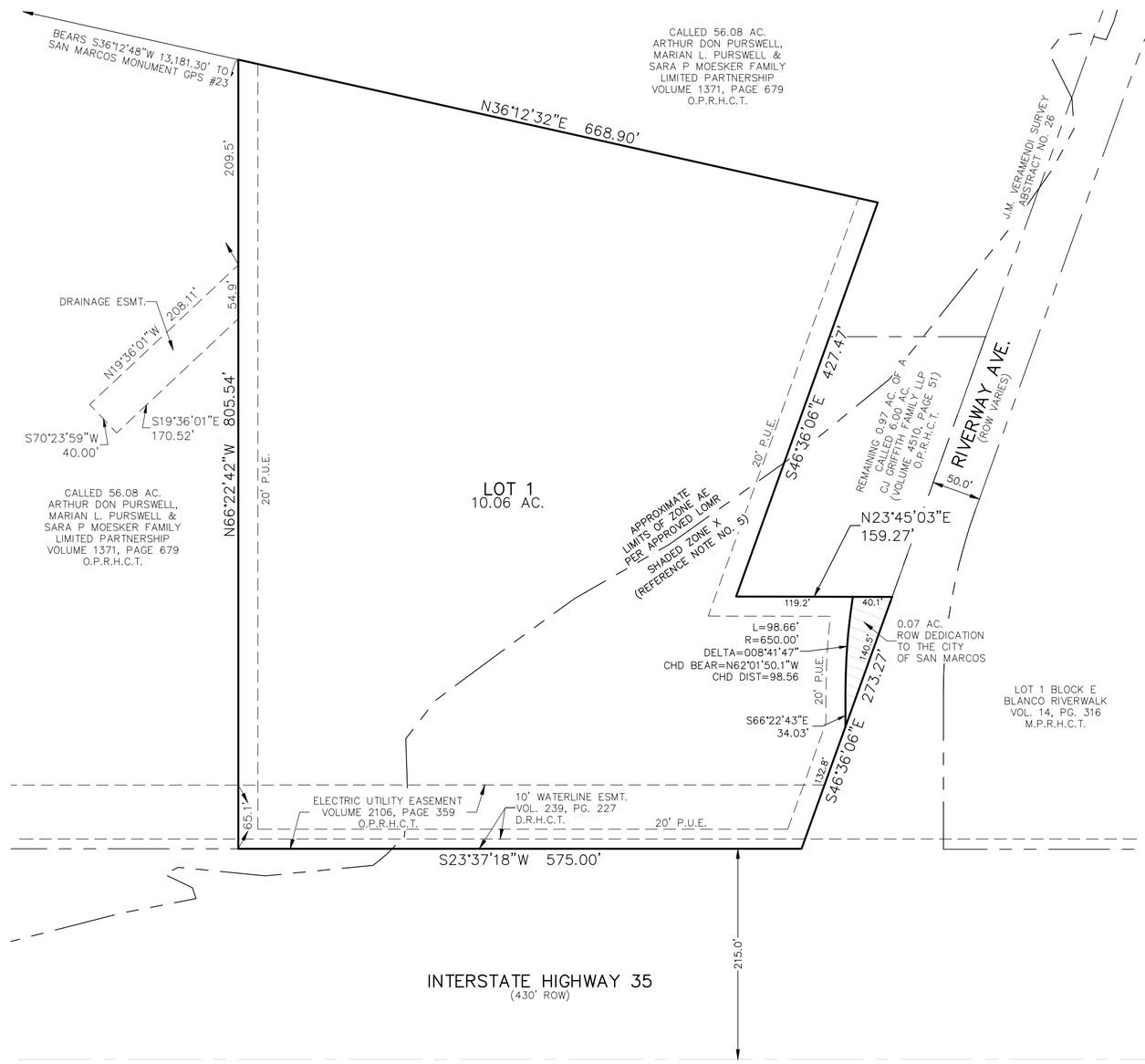
HMT
ENGINEERING & SURVEYING
410 N. SEGUIN AVE.
NEW BRAUNFELS,
TEXAS, 78130
WWW.HMTNB.COM
PH: (830)625-8555

SUBDIVISION PLAT:
GRIFFITH FORD, UNIT 1
CITY OF SAN MARCOS, TEXAS

Drawing Name: N:_Projects\113 - Griffith Ford\113.001 - Griffith Ford San Marcos\113.001.102 - Final Plat\113.001.102 Plat.dwg User: markc Aug 29, 2014 - 3:25pm



LOCATION MAP
NOT TO SCALE



HMT
ENGINEERING & SURVEYING

410 N. SEGUIN AVE.
NEW BRAUNFELS,
TEXAS, 78130
WWW.HMTNB.COM
PH: (830)625-8555

SCALE: 1"=100'

LEGEND:

P.U.E. = PUBLIC UTILITY EASEMENT
R.O.W. = RIGHT-OF-WAY
O.P.R.H.C.T. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T. = DEED RECORDS, HAYS COUNTY, TEXAS

SUBDIVISION PLAT: GRIFFITH FORD, UNIT 1

CITY OF SAN MARCOS, TEXAS

Drawing Name: N:_Projects\113 - Griffith Ford\113.001 - Griffith Ford San Marcos\113.001.102 - Final Plat\113.001.102 Plat.dwg User: markc Aug 29, 2014 - 3:25pm

City of San Marcos
Subdivision Improvement Agreement

Subdivision Name: Griffith Ford, Unit 1
Developer Name: Mr. Chris Griffith, CJ Griffith Family, LLP
Developer Address: 2570 County Road 350
Concan, Uvalde County TX 78838

Planning Dept. Case No.: PC 14-20

Recitals:

A. The Developer owns the land included in the proposed final plat of the Subdivision, and more particularly described on the attached **Exhibit A** (the "Property").

B. The Developer desires to develop the Property, and City ordinances and State laws require the Developer to complete all on-site and off-site public improvements (the "Public Improvements") associated with the Subdivision.

C. This Agreement is authorized by Section 1.6.6.3 of the City Land Development Code (the "LDC"), and is executed to memorialize the Developer's responsibilities regarding the Public Improvements.

Agreement:

In consideration of the mutual covenants set forth in this Agreement, the City and the Developer agree as follows:

1. Recitals Incorporated. The Recitals are incorporated in this Agreement for all purposes.

2. Parties. The parties to this Agreement are the Developer and the City of San Marcos.

3. Effective Date. This Agreement is effective on the date the Developer signs it (the "Effective Date").

4. Construction of Improvements. The Developer agrees to construct and install, at the Developer's expense, all of the Public Improvements in compliance with applicable City ordinances, standards, and regulations, and in accordance with the construction plans and specifications approved by the City.

5. Security for Completion of Improvements. The Developer agrees to provide and continuously maintain security (the "Security") for the completion of the Public Improvements in accordance with Section 1.6.6.4 of the LDC. The Security must be in the amount of 125% of the cost estimate for the Public Improvements approved by the City Director of Engineering.

6. Warranty and Maintenance Bond. The Developer agrees to correct all defects in materials or workmanship in the Public Improvements for a period of one year after acceptance by the City. The Developer agrees to provide a maintenance bond in favor of the City in the amount of 20% of the cost of the Public Improvements for a period of two years after acceptance by the City.

7. Lien Search Certificate. The Developer agrees to provide, at the time this Agreement is executed, a Lien Search Certificate prepared and signed by a title company acceptable to the City Attorney. The Lien Search Certificate must identify the property, must name all owners of the Property, must name all lienholders having liens against the Property, and must be dated no more than 10 days prior to the Effective Date. The Lien Search Certificate must be accompanied by a Consent of Lienholder signed by an authorized representative of each lienholder identified in the Lien Search Certificate. This Agreement will not be accepted without the Lien Search Certificate and the executed Consent of Lienholder, if applicable.

8. Acquisition of Property Interests. The Developer agrees to acquire at its expense all rights-of-way, easements and other real property interests needed for the construction of the Public Improvements, including all off-site improvements, in a manner suitable for dedication of the real

property interests to the City. The form of all documents under which real property interests are acquired is subject to approval by the City Attorney. The Developer agrees to record each such document in the official public records of the county in which the Property is located, and to provide a copy of each such recorded document to the City Attorney.

9. Recording of Plat. Upon completion of all of the following, the City agrees to record the final plat of the Subdivision in the official public records of the county in which the Property is located:

A. Approval of this Agreement by the City Planning and Zoning Commission.
B. Approval of the final plat of the Subdivision by the City Planning and Zoning Commission.
C. Submission to City of Lien Search Certificate, and executed Consent of Lienholder for each lienholder on the Property.
D. Approval of the Security by the City Attorney.
E. Approval by the City Attorney of all conveyance documents for rights-of-way, easements and other real property interests needed for the construction of the Public Improvements.

10. Conditions of Draw on Security. The City Director of Engineering may draw upon any Security upon the occurrence of one or more of the following events:

A. The Developer commenced construction but did not properly construct or complete one or more of the Public Improvements, and failed to remedy the construction deficiency within a reasonable cure period;
B. The Developer did not renew or replace the Security at least 45 days prior to its expiration date; or
C. The issuer of the Security, or any third party, has acquired all or any portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure.

11. Drawing on the Security; Use of Draws. The City Director of Engineering may draw upon the Security by submitting a draft to the issuer that complies with the terms governing the draft. The draw may be in any amount up to the full amount of the Security. The City agrees to restrict its use of funds from draws to purposes associated with the construction, maintenance or repair of the Public Improvements. The parties agree that by making a draw, the City does not waive its rights to enforce any obligation of the Developer under this Agreement, and the City is not accepting the Public Improvements for ownership and maintenance prior to final completion.

12. Right of Entry. The Developer grants to the City and its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property to inspect the construction of the Public Improvements, and to construct, inspect, maintain, and repair any public improvements made on the Property by the City.

13. Remedies. The remedies available to the City in the event of noncompliance by the Developer with this Agreement are cumulative in nature. These remedies include, but are not limited to, the following:

A. Refusal to approve or record any plat associated with the Subdivision.
B. Refusal to provide or allow utility services to all or any part of the Property.
C. Refusal to accept all or a portion of the Public Improvements for public ownership or maintenance.
D. Draws against the Security for construction of the Public Improvements.
E. Injunction against further sale of tracts of land within the Subdivision.

14. No Third Party Rights. No person or entity who or which is not a party to this Agreement has any right of action under this Agreement. Nor does any such person or entity, other than the City (including without limitation a trustee in bankruptcy) have any interest in or claim to any funds drawn by the City on the Security in accordance with this Agreement.

15. Indemnification. The Developer covenants to indemnify, save, and hold harmless the City and its their respective officers, employees, and agents from, and against, all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments recovered from or

asserted on account of injury or damage to persons or property loss or damage arising in connection with construction performed by or on behalf of the Developer on the Property.

16. Miscellaneous. A. The Developer may assign its rights and obligations under this Agreement to a purchaser of all or part of the Property, if the Developer delivers written notice of the assignment to the City accompanied by an assignment agreement under which the assignee accepts all of the Developer's obligations under this Agreement and submits new Security for the Public Improvements in a form acceptable to the City Attorney. Any other assignment by a Party of rights or obligations under this Agreement will require the written approval of the other Party.

B. This Agreement, including appendices and referenced attachments, constitutes the entire agreement between the City and the Developer on this subject and supersedes all other proposals, presentations, representations, and communications, whether oral or written, between the parties. This Agreement may be amended only by a written document that is duly approved and executed by all parties.

C. In the event any section, subsection, paragraph, sentence, phrase or word is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase or word.

D. This agreement shall be governed by the laws of the State of Texas. Exclusive venue for any legal dispute arising under this agreement shall be in Hays County, Texas. The City's execution of and performance under this Agreement will not act as a waiver of any immunity of the City to suit or liability under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

E. Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:	To the Developer:
City Manager	CJ Griffith Family LLP
City of San Marcos	2570 County Rd. 350
630 E. Hopkins	Concan Uvalde County
San Marcos, TX 78666	TX 78838
Fax: 512/396-4656	Fax: 512-353-5346

If a party changes its address or facsimile number for notice purposes, it will provide written notice of the new address to the other party within 10 days of the change.

F. In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

G. This Agreement constitutes a covenant running with the title to the Property, and the provisions of this Agreement are binding on the Developer and on all successors and assigns of the Developer.

Executed by the parties to be Effective on Aug. 29, 2014

[signatures on following page]

City of San Marcos, Texas

By:_____
Jared Miller, City Manager

This instrument was acknowledged before me on _____, 201___ by Jared Miller, known personally by me to be the City Manager of the City of San Marcos, on behalf of the City of San Marcos.

Notary seal:

_____
Notary Public, State of Texas

Developer:
C J Griffith Family LLP
By:_____
Signature
C.J. Griffith Member
Printed name, title

This instrument was acknowledged before me on 29 Aug. 2014 by CJ Griffith, known personally by me to be the authorized member of CJ Griffith LLP.

Notary Seal:

ORTENSIA M GRZEJSZCZAK
Notary Public, State of Texas
My Commission Expires
July 30, 2016

_____
Notary Public, State of Texas

Consent of Lienholder to
Subdivision Improvement Agreement

Subdivision Name: Griffith Ford, Unit 1
Developer Name: Mr. Chris Griffith, CJ Griffith Family, LLP
Developer Address: 2570 County Road 350
Concan, Uvalde County, TX 78838

Lienholder Name: The First National Bank of Beeville
Lienholder Address: Mr. Dudley A. Thomas
P.O. Drawer B
Beeville, Bee County

Recitals:

A. The Developer is the owner of the property described in the attached and incorporated **Exhibit A** ("Property").

B. The Lienholder is the lienholder of the Property under the terms and conditions of the following document(s):

Deed of Trust dated 12.14.2012 from the Developer to Dudley A. Thomas c/o The First National Bank of Beeville, Trustee, securing the payment of a promissory note payable to the Lienholder. The Deed of Trust is recorded in Volume 4510, page 51 of the Official Public Records of Hays County, Texas.

C. The Developer has requested that the City of San Marcos (the "City") approve and execute a Subdivision Improvement Agreement with the Developer governing installation of all on-site and off-site public improvements (the "Public Improvements") associated with the Subdivision.

Agreement:

In consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Lienholder agrees as follows:

1. The Lienholder consents to the execution of the Subdivision Improvement Agreement and the rights and obligations of the Developer set out therein.
2. The Lienholder subordinates its lien rights on this Property to the rights and interests of the City under the Subdivision Improvement Agreement, and the Lienholder agrees that any foreclosure by the Lienholder of its liens will not extinguish City's rights and interests in the Subdivision Improvement Agreement.

The undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on August 29, 2014

Lienholder: The First National Bank of Beeville

By: Gene R. Meyers

GENE R. MEYERS, Sequin Branch President

Printed name, title

This instrument was acknowledged before me on August 29, 2014 by Gene Meyers, known personally by me to be the Branch President of The First National Bank

Notary Seal:

Katie R. Cole
Notary Public, State of Texas

KATIE R. COLE
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 9-11-2015

EXHIBIT A:
METES AND BOUNDS DESCRIPTION OF PROPERTY

HMT
ENGINEERING & SURVEYING

410 N. Seguin Ave.
New Braunfels, TX 78130
HMTNB.COM
830.625.8555 · FAX: 830.625.8556
TBPE FIRM F-10961

METES AND BOUNDS DESCRIPTION
FOR A
10.13 ACRE TRACT OF LAND

Being a 10.13 acre tract of land out of the J.M. Veramendi Survey No. 2, Abstract No. 17, Hays County, Texas, being a portion of a called 56.08 acre tract described in Volume 1371, Page 679, Official Public Records, Hays County, Texas, and being a portion of a called 6.00 acre tract described in Volume 4510, Page 51, Official Public Records, Hays County, Texas, said 10.13 acre tract being further described as follows:

BEGINNING at a 1/2" iron pin found at the intersection of the Westerly right-of-way line of Interstate Highway 35 and the Southerly right-of-way line of Riverway Avenue, for the East corner of said 6.00 acre tract and this herein described 10.13 acre tract;

THENCE along the Northwesterly right-of-way line of Interstate Highway 35 and the Southeasterly line of said 6.00 acre tract and the aforementioned 56.08 acre tract, South 23° 37' 18" West, at 500.00 feet passing a concrete monument found for the South corner of said 6.00 acre tract, continuing in all a total distance of 575.00 feet to a 1/2" iron pin (with plastic cap stamped "HMT") set for the South corner of this herein described 10.13 acre tract, from which a TXDOT Monument found bears South 23° 37' 18" West, a distance of 528.48 feet;

THENCE across said 56.08 acre tract and said 6.00 acre tract, the following four (4) calls:

1. North 66° 22' 42" West, a distance of 805.54 feet to a 1/2" iron pin (with plastic cap stamped "HMT") set for the West corner of this herein described 10.13 acre tract;

2. North 36° 12' 32" East, a distance of 668.90 feet to a 1/2" iron pin (with plastic cap stamped "HMT") set for the North corner of this herein described 10.13 acre tract;

3. South 46° 36' 06" East, a distance of 427.47 feet to a 1/2" iron pin (with plastic cap stamped "HMT") set for a corner;

4. North 23° 45' 03" East, a distance of 159.27 feet to a 1/2" iron pin (with plastic cap stamped "HMT") set in the Southerly right-of-way line of Riverway Avenue and the Northerly line of said 6.00 acre tract, for a corner of this herein described 10.13 acre tract, from which a 1/2" iron pin found for the North corner of said 6.00 acre tract bears North 46° 36' 06" West, a distance of 282.23 feet;

THENCE along the Southerly right-of-way line of Riverway Avenue and the Northerly line of said 6.00 acre tract, South 46° 36' 06" East, a distance of 273.27 feet to the POINT OF BEGINNING and containing 10.13 acres of land in Hays County, Texas.

Bearings are based upon the Texas Coordinate System, South Central Zone (4204), NAD 83.

Surveyed this the 14th day of April, 2014.

Reference survey of said 10.13 acre tract of land prepared this same date.

Mark F. Conlan
Registered Professional Land Surveyor No. 6342

STATE OF TEXAS
REGISTERED
MARK F. CONLAN
6342
PROFESSIONAL
LAND SURVEYOR

N:_Projects\113 - Griffith Ford\113.001 - Griffith Ford San Marcos\
113.001.101 - Full Design Survey\MB 10.13 ac.doc

HMT
ENGINEERING & SURVEYING

410 N. Seguin Ave.
New Braunfels, TX 78130
HMTNB.COM
830.625.8555 • FAX: 830.625.8556
TBPE FIRM F-10961

July 14, 2014

City of San Marcos
Development Services Department
630 East Hopkins
San Marcos, TX 78666

Ref: Griffith Ford Final Plat Submittal

To Whom It May Concern:

This letter is in reference to the City of San Marcos application for Final Plat.

City of San Marcos

1. Completed Application
2. Check for the platting fee - $2,012.50
3. Copies of deeds showing current ownership
4. Current Tax Certificates and corresponding receipts
    - Originals submitted with Concept Plat
5. 5 copies of the plat
6. Digital Copy of Submitted materials
7. Name of Lienholder:
    The First National Bank of Beeville
    125 S. HWY 46
    Seguin, TX 78155

Hays County

1. 6 copies of the plat
2. Fee - $320

** Public Improvement Construction Plans, Watershed Protection Plan Phase II, and Traffic Impact Analysis worksheet have been submitted online in conjunction with this submittal.

Sincerely,

Arnold Martinez, Jr., PE
Project Engineer
Attachments

PC- 14 - 20_03

City of San Marcos
SUBDIVISION PLAT APPLICATION

	APPLICANT	PROPERTY OWNER
Name	HMT Engineering & Surveying	C J Griffith Family, LLP
Mailing Address	410 N. Seguin Ave.	2570 County Road 350
	New Braunfels, TX 78130	Concan, TX. 78838
Daytime Phone	830-625-8555	830-591-3039
Email Address	amandag@hmtnb.com	chris@griffithford.com

AGENT ACKNOWLEDGEMENT STATEMENT:

I C.J. Griffith acknowledge that I am the rightful owner of the property proposed for subdivision and hereby authorize HMT to serve as my agent to file this application and to work with the Responsible Official on my behalf during the subdivision platting process.

Signature of Property Owner: [signature]

Printed Name: C.J. Griffith Date: 6-20-2014

Signature of Agent: [signature]

Printed Name: Arnold Martinez, Jr., PE Date: 7.11.14

TYPE OF APPLICATION

ELECTRIC UTILITY SERVICE ACKNOWLEDGEMENT:

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

A. Adequate service is currently available to the subject property
B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Electric Service Provider* Pedernales Electric Cooperative, Inc.

Applicable Utility Service Code(s) A

Comments/Conditions Additional easements will be required at the time of electric application to serve future buildings.

Signature of Electric Company Official _____

Title Right of Way Agent **Date** 06-25-2014

GAS UTILITY SERVICE ACKNOWLEDGEMENT:

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Gas Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

Signature of Gas Company Official _____

Title _____ **Date** _____

ELECTRIC UTILITY SERVICE ACKNOWLEDGEMENT:

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B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Electric Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

_____

_____

Signature of Electric Company Official _____

Title _____ **Date** _____

GAS UTILITY SERVICE ACKNOWLEDGEMENT:

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

A. Adequate service is currently available to the subject property
B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Gas Service Provider* CenterPoint Energy

Applicable Utility Service Code(s) C

Comments/Conditions Gas can be made available to site - please contact gas company to make arrangements

Signature of Gas Company Official [signature]

Title Cp Supervisor **Date** 7/2/14

Griffith Ford Site/Riverway Ave. & IH35

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

A. Adequate service is currently available to the subject property
B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Water Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Water Utility Official: _____

Title: _____ **Date:** _____

Name of *Wastewater Service Provider* City of San Marcos

Applicable Utility Service Code(s) C

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions Wastewater main extension required.

Signature of City or County Wastewater Official: Lloyd Juarez

Title: WW Collection Manager **Date** June 26, 2014

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

A. Adequate service is currently available to the subject property
B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Telephone Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Telephone Company Official _____

Title: _____ **Date** _____

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Water Service Provider* MAXWELL WATER SUPPLY CORPORATION

Applicable Utility Service Code(s) A

Comments/Conditions PROJECTED DEMAND = 8 EDU'S(LUES)
GRIFFITH FORD SITE - IH 35 SAN MARCOS TX

Signature of Water Utility Official: Daniel Pepin

Title: GENERAL MANAGER Date: 6-27-14

Name of *Wastewater Service Provider* _____

Applicable Utility Service Code(s) _____

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions _____

Signature of City or County Wastewater Official: _____

Title: _____ Date _____

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Telephone Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Telephone Company Official _____

Title: _____ Date _____

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

Griffith Ford

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

A. Adequate service is currently available to the subject property
B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Water Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Water Utility Official: _____

Title: _____ Date: _____

Name of *Wastewater Service Provider* _____

Applicable Utility Service Code(s) _____

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions _____

Signature of City or County Wastewater Official: _____

Title: _____ Date _____

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

A. Adequate service is currently available to the subject property
B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Telephone Service Provider* CENTURY LINK

Applicable Utility Service Code(s) A

Comments/Conditions _____

_____

Signature of Telephone Company Official Kenny Z Ellis

Title: Plant Facilities Supv Date 6-19-14

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

Subdivision Plats

- ☐ Subdivision Concept Plat
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat

Development Plats

- ☐ Preliminary Development Plat
- ☒ Final Development Plat

- ☐ Variance
- ☐ Plat Vacation

Section _____
Accompanying _____

Minor Subdivision Plats (for Administrative Approval)

- ☐ Minor Subdivision Plat

Revisions to Recorded Plats (for Administrative Approval)

- ☐ Amending Plat
- ☐ Replat without Vacation

SUBJECT PROPERTY

Subdivision Name: Griffith Ford

Address or General Location: IH 35 & Riverway Dr.

Proposed Number of Lots: 1 Acres: 10.125

Appraisal District Tax ID: R 138237

Located In
- ☐ City Limits
- ☐ S.M. River Corridor
- ☑ ETJ* - Please circle county: *Caldwell* *Comal* *Guadalupe* *Hays*
- ☐ Planned Development District

Proposed Use of Land Auto Sales

**Subdivision plat applications for land in the ETJ may be subject to additional requirements and review as defined by the Interlocal Agreement for the respective county.*

SUBDIVISION IMPROVEMENT AGREEMENT

Whenever public improvements to serve the development are deferred until after Final Subdivision Plat or Final Development Plat approval, the property owner shall enter into a Subdivision Improvement Agreement by which the owner covenants to complete all required public improvements no later than two years following the date upon which the Final Subdivision Plat or Final Development Plat is approved.

☐ I will complete all required public improvements prior to the Final Subdivision Plat or Final Development Plat.

☒ I wish to defer installation of public improvements and will complete a Subdivision Improvement Agreement with the City.

Signature: _____

Printed Name: CJ Griffith Date: 6-20-2014

- ■ Complete application
- ■ Required fees $ 2,012.50 *(see next page for Fee Schedule)*
- ■ All legislative requirements complete
- ■ Proof of record ownership *(recorded deed corresponds to ownership indicated on tax certificate)*
- ■ Current tax certificate *(must show prior year taxes paid by January 31st of current year)*
- ■ Names and addresses of property lien-holders
- ■ One digital copy of submittal materials
- ■ Five 18"x24" hard copies of plat document*

I hereby affirm that if I am not the property owner of record, or if the applicant is an organization or business entity, I have been authorized to represent the owner, organization, or business in this application. I certify the preceding information is complete and accurate, and it is understood that I or another representative should be present at all meetings concerning this application.

Signature of Applicant: _____

Printed Name: Arnold Martinez, Jr., PE **Date:** 7.11.14

*Plats in the ETJ may require additional hard copies.

ADDITIONAL REQUIREMENTS:

Subdivision Concept Plats:

- ❑ Watershed Protection Plan (Phase 1)
- ❑ Residential compatibility site plan (where applicable)
- ❑ Cluster development plan (where applicable)

Preliminary Subdivision Plats or Preliminary Development Plats

- ❑ Approved Watershed Protection Plan Phase I (can be submitted concurrently)
- ❑ Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

Final Subdivision or Final Development Plats:

- ❑ Preliminary Plat (where applicable)
- ❑ Approved Watershed Protection Plan Phase II and approved Public Improvement Construction Plan by the Director of Engineering (can be submitted concurrently).
- ❑ Subdivision Improvement Agreement and surety if public facility construction was deferred.
- ❑ Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

Minor Subdivision Plats:

Minor subdivisions plats must meet the following qualifications:

- ❑ Proposed subdivision results in 4 or fewer lots
- ❑ All lots front onto an existing public street and construction or extension of a street or alley is not required or is considered a minor extension by Director of Engineering.
- ❑ Extension of municipal facilities is not required or the installation of utilities is considered a minor extension by the Director of Engineering.
- ❑ Approved WPP Phase II is required if land is located within the Edwards Aquifer Recharge Zone, within a designated stream or river corridor, or if the land contains floodplain, floodway or a waterway as defined by the LDC.

Amending Plats and Replats:

- ❑ Detailed description of the purposes and circumstances that warrant change of the recorded plat identifying all lots, easements or improvements affected by the proposed change.

FEE SCHEDULE

For Plats Located Inside/Outside of the City Limits	
Subdivision Minor Plat / Amending Plat	$400 plus $100 per acre (max $1000)
Concept Plan	$750 plus $50 acre (max $2000)
Preliminary Plat	$750 plus $50 acre (max $2000)
Final Plat	$1000 plus $100 acre (max $2500)
Replat, not administrative	$750 plus $50 acre (max $2000)
Vacation of Previously Recorded Plat	$150
Subdivision Variance Request	$600
Cluster Development Plan	$25 per acre ($100 min / $1500 max)

STAFF USE ONLY:

Submittal Date: 7/11/14 **5 Business Days from Submittal:** 7/18/14

Completeness Review By: MH **Date:** 7/14/14

Contact Date for Supplemental Info: _____

Supplemental Info Received (required within 5 days of contact): _____

Application Returned to Applicant: _____

Application Accepted for Review: _____ **Fee:** _____

Comments Due to Applicant 7/30/14

Date for Plat Resubmittals 8/8/14

Date of Planning and Zoning Commission Meeting: 8/26/14

Out-of-City Utility Extension or Connection Checklist:

Provided by applicant as of date of submittal		By staff as of date of completeness review	
Completed	**Required Item**	**Staff Verification**	**Staff Comments**
☑	A pre-application conference with staff is recommended (please call 393-8230 to schedule a meeting)	☐	
☑	A completed application and required recording fees payable to the appropriate county for $16 + $4/page for legal description	☐	
☑	A site plan illustrating the location of all current and proposed structures on the subject property	☐	
☑	Authorization to represent the property owner, if applicant is not the owner	☐	
☑	Calculations for average and peak flow conditions for each service requested.	☐	
☑	A plat or metes and bounds legal description of the subject property	☐	
n/a	If the property is not contiguous to the existing city limits, please attach the required requests for annexation along the extension. (Not required for connection to existing main fronting the property to be served)	☐	
☑	A completed Consent to Annexation form (attached)	☐	

I hereby certify and attest that the application is complete and all information above is complete and hereby submitted for review.

Signed: _____ Date: 8/7/14

Printed Name: Arnold D. Martinez, Jr., PE

☑ Engineer ☐ Surveyor ☐ Architect/Planner ☐ Owner ☐ Agent: _____

City of San Marcos Request for Out-of-City Utility Extension or Connection

Name: Arnold Martinez, Jr., PE Date: 8/5/2014

Address: 410 N. Seguin Ave.
New Braunfels, TX 78130

Phone: 830-625-8555

FAX: 830-625-8556

E-mail arnoldm@hmtnb.com

Note: Please include check for recording fee payable to the appropriate county for $16 + $4/page for legal description.

Subject Property

Location: I H35 & Riverway Dr.

Development Name & Developer (if applicable) Griffith Ford

Total Acreage: 10.125

Plat Date: 7.14.2014

Tax ID Number: R 138237

Proposed Use: ☐ Residential ☒ Commercial ☐ Industrial ☐ Other _____

Water Service Area (CCN): Maxwell Water Supply Corporation

Service Requested: ☐ Wastewater* ☑ Water *Note: City wastewater service is available only for City water service customers.

Type of Request: ☑ Connection to existing main ☐ Extend existing main to subject property

Estimated Utility Demand: Peak Wet Weather Flow = 40,031 gal/day

See Owner's Acknowledgement and Consent to Annexation on the next page.

Form last updated: 1/4/2011

Owner's Acknowledgement and Consent to Annexation

I hereby certify under oath that all of the information presented in this application is accurate and complete. I understand all of the following policies of the City of San Marcos regarding out-of-city utility connections:

1. All costs for utility connections are to be borne by the owner.
2. The City does not provided wastewater service unless City water service is used.
3. The requirement that the owner consent to annexation of the subject property by the City.
4. Utility extensions also require a written request for annexation of an area at least 15' in width from each property owner along the intended route of the line extension if the subject property is not contiguous to the existing city limits.
5. Owner/applicant/developer waives their option to a development agreement in favor of annexation.

I also certify that I am not seeking vesting of development standards for any project by completing this application.

In consideration of the City's approval of this application, I hereby petition the City for annexation of the property to be served by the utility connection, and I certify that I am either the owner of the subject property, or the duly authorized agent of the owner of the subject property. I understand that this consent to annexation will be binding on the current and future owners of the subject property, and that this consent will be recorded in the official county records if this request is approved.

Signature: _____

Printed Name: Christopher J. Griffith

State of Texas

County of Hays

SWORN TO AND SUBSCRIBED before me on 8·6·14 (date)

by Ortensia A Grzejszczak known personally to me, or proved to me by a photo identification, to be the person who executed this instrument.

ORTENSIA M GRZEJSZCZAK
Notary Public, State of Texas
My Commission Expires
July 30, 2016

Notary Stamp

_____

Notary Public, State of Texas

Reserved for County

Giffith Ford Automobile Dealership

Peak Dry Weather and Peak Wet Weather Flows

Peaking Factor

PF= (18+0.139xF^(.5))/(4+.0139xF^(.5))

PF= 5.647818142

*Average Dry Weather Flow = 225 gal/day/1000 SF of retail

*per City of San Marcos Wastewater Collection System Design Criteria Technical Manual

Peak dry weather flows = Average Dry Weather Flow x Peaking Factor

PDWF = 225 gal/day x (25,600 SF/1,000 SF) x PF

PDWF = 32,531.43 gal/day

Peak Wet Weather Flow= Average Dry Weather Flow x Peaking Factor + Inflitration/Inflow

PWWF= 225 gal/day x (25,600 SF/1,000 SF) x PF + 750 gal/acre x 10 acres

PWWF= 40,031.43 gal/day

Amanda Anding

From: Chris Griffith <chris@griffithford.com>
Sent: Thursday, August 07, 2014 3:50 PM
To: Amanda Anding; Arnold Martinez
Subject: Griffith San Marcos

To Whom It May Concern:

This is to authorize HMT Engineering & Surveying to represent me (Chris Griffith for C J Griffith Family LLP) with the out of city utility request for the City of San Marcos.

Please feel free to call me any time if you have any questons (830-591-3039).

Chris Griffith

GRIFFITH
Chris Griffith
Uvalde, TX 830-278-FORD(3673)
Seguin, TX 830-303-FORD(3673)
San Marcos, TX 512-353-FORD(3673)
cell 830-591-3039

HMT
ENGINEERING & SURVEYING

410 N. Seguin Ave.
New Braunfels, TX 78130
HMTNB.COM
830.625.8555 • FAX: 830.625.8556
TBPE FIRM F-10961

METES AND BOUNDS DESCRIPTION
FOR A
10.13 ACRE TRACT OF LAND

Being a 10.13 acre tract of land out of the J.M. Veramendi Survey No. 2, Abstract No. 17, Hays County, Texas, being a portion of a called 56.08 acre tract described in Volume 1371, Page 679, Official Public Records, Hays County, Texas, and being a portion of a called 6.00 acre tract described in Volume 4510, Page 51, Official Public Records, Hays County, Texas, said 10.13 acre tract being further described as follows:

BEGINNING at a 1/2" iron pin found at the intersection of the Westerly right-of-way line of Interstate Highway 35 and the Southerly right-of-way line of Riverway Avenue, for the East corner of said 6.00 acre tract and this herein described 10.13 acre tract;

THENCE along the Northwesterly right-of-way line of Interstate Highway 35 and the Southeasterly line of said 6.00 acre tract and the aforementioned 56.08 acre tract, South 23° 37' 18" West, at 500.00 feet passing a concrete monument found for the South corner of said 6.00 acre tract, continuing in all a total distance of 575.00 feet to a 1/2" iron pin (with plastic cap stamped "HMT") set for the South corner of this herein described 10.13 acre tract, from which a TXDOT Monument found bears South 23° 37' 18" West, a distance of 528.48 feet;

THENCE across said 56.08 acre tract and said 6.00 acre tract, the following four (4) calls:

1. North 66° 22' 42" West, a distance of 805.54 feet to a 1/2" iron pin (with plastic cap stamped "HMT") set for the West corner of this herein described 10.13 acre tract;

2. North 36° 12' 32" East, a distance of 668.90 feet to a 1/2" iron pin (with plastic cap stamped "HMT") set for the North corner of this herein described 10.13 acre tract;

3. South 46° 36' 06" East, a distance of 427.47 feet to a 1/2" iron pin (with plastic cap stamped "HMT") set for a corner;

4. North 23° 45' 03" East, a distance of 159.27 feet to a 1/2" iron pin (with plastic cap stamped "HMT") set in the Southerly right-of-way line of Riverway Avenue and the Northerly line of said 6.00 acre tract, for a corner of this herein described 10.13 acre tract, from which a 1/2" iron pin found for the North corner of said 6.00 acre tract bears North 46° 36' 06" West, a distance of 282.23 feet;

THENCE along the Southerly right-of-way line of Riverway Avenue and the Northerly line of said 6.00 acre tract, South 46° 36' 06" East, a distance of 273.27 feet to the POINT OF BEGINNING and containing 10.13 acres of land in Hays County, Texas.

Bearings are based upon the Texas Coordinate System, South Central Zone (4204), NAD 83.

Surveyed this the 14th day of April, 2014.

Reference survey of said 10.13 acre tract of land prepared this same date.

STATE OF TEXAS
REGISTERED
DOUGLAS B. COTTLE
6149
PROFESSIONAL
LAND SURVEYOR

Douglas B. Cottle
Registered Professional Land Surveyor No. 6149

N:_Projects\113 - Griffith Ford\113.001 - Griffith Ford San Marcos\113.001.101 - Full Design Survey\MB 10.13 ac.doc

HANZ THORNHILL, INC. - DBA HMT ENGINEERING & SURVEYING 2920

HANZ THORNHILL, INC.
DBA HMT ENGINEERING & SURVEYING
410 N SEGUIN AVE
NEW BRAUNFELS, TX 78130

BROADWAY NATIONAL BANK
1177 NE LOOP 410
SAN ANTONIO, TX 78209-1528
88-2193/1140

2920

PAY Twenty-four dollars + 00/00

DATE	CHECK	CHECK AMOUNT
8.11.14	2920	24.00

TO THE ORDER OF Hays County Clerk

AUTHORIZED SIGNATURE

Job # 113.001.102

⑈002920⑈ ⑆114021933⑆ ⑈4100044187⑈

Security features included. Details on back.

HANZ THORNHILL, INC. - DBA HMT ENGINEERING & SURVEYING 2920

Job # 113.001.102 - Recording fee for out of city utility extension req. form

[L1084M3B] 5222360

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

DEED OF TRUST

DATE: December 14, 2012

GRANTOR: **C. J. GRIFFITH FAMILY LLP**
2570 County Road 350
Concan, Uvalde County, Texas 78838

TRUSTEE: **DUDLEY A. THOMS**
c/o The First National Bank of Beeville
P. O. Drawer B
Beeville, Bee County, Texas 78104

BENEFICIARY: **THE FIRST NATIONAL BANK OF BEEVILLE**
125 S. Highway 46
Seguin, Guadalupe County, Texas 78155

NOTE: Promissory Note ("Note") dated December 14, 2012, in the original principal amount of $500,000.00, executed by Grantor and payable to Beneficiary, payable as stated in the Note with a final maturity date of December 14, 2017.

LOAN DOCUMENTS: The documents creating, governing, evidencing and/or securing the indebtedness represented by the Note are collectively referred to as the "Loan Documents", the indebtedness represented thereby is referred to as the "Debt", and the transaction creating the Debt and represented by the Loan Documents is referred to as the "Loan".

PROPERTY (including any improvements):

Being 6.000 acres of land, more or less, out of and a portion of the Juan Martin Veramendi Survey, Abstract Number 17 in Hays County, Texas, and being out of and a portion of that certain called 80 acre tract of land conveyed by deed to Arthur Don Purswell and Sara P. Moesker as recorded in Volume 258, Page 384 of the Deed Records of Hays County, Texas, said 6.000 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod set in concrete at the point of intersection of the west right-of-way line of Interstate Highway No. 35 (right-of-way varies) with the south right-of-way line of Riverway Avenue (right-of-way varies) as dedicated on the final plat of "Blanco Riverwalk Subdivision" as recorded in Book 14, Pages 311-317 of the Plat Records of Hays County, Texas, said point being the northeast corner of this tract of land;

THENCE S 24 deg. 10 min. 27 sec. W (basis of bearings) along the west right-of-way line of Interstate Highway No. 35, same being the east line of this tract of land, a distance of 500.00 feet to a 1/2 inch iron rod set with a plastic cap stamped "ALL POINTS" for the southeast corner of this tract of land;

THENCE through said 80 acre tract of land the following two (2) courses and distances with a plastic cap stamped "ALL POINTS" set at the terminus of each course:

1) N 46 deg. 03 min. 00 sec. W, a distance of 555.48 feet, the southwest corner of this tract of land, and

2) N 24 deg. 10 min. 21 sec. E a distance of 500.01 feet to the point of intersection with the south right-of-way line of said Riverway Avenue for the northwest corner of this tract of land;

THENCE S 46 deg. 02 min. 57 sec. E along the south right-of-way line of said Riverway Avenue, same being the north line of this tract of land, a distance of 555.50 feet to THE POINT OF BEGINNING and containing 6.000 acres of land, more or less.

PRIOR LIEN(S) (including recording information): NONE

AGREEMENT:

FOR VALUE RECEIVED and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. If Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS:

Grantor agrees to:

a. keep the Property in good repair and condition;
b. pay all taxes and assessments on the Property when due;
c. preserve the lien's priority as it is established in this Deed of Trust;
d. maintain, in a form acceptable to Beneficiary, an insurance policy that:
   (1) covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
   (2) contains an 80% coinsurance clause;
   (3) provides fire and extended coverage, including windstorm coverage;
   (4) protects Beneficiary with a standard mortgage clause;
   (5) provides flood insurance at any time the Property is in a flood hazard area; and
   (6) contains such other coverage as Beneficiary may reasonably require;
e. comply at all times with the requirements of the 80% coinsurance clause;
f. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
g. keep any permitted buildings occupied as required by the insurance policy;
h. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments; and
i. strictly comply with all of the Loan Documents.

BENEFICIARY'S RIGHTS:

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.

2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's Obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
5. If Grantor defaults on the Note or fails to perform any of Grantor's Obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
   a. declare the unpaid principal balance and accrued interest on the Note immediately due;
   b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
   c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

TRUSTEE'S DUTIES:

If requested by Beneficiary to foreclose this lien, Trustee shall:
   a. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
   b. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor;
   c. from the proceeds of the sale, pay, in this order:
      (1) expenses of foreclosure, including a reasonable commission to Trustee (unless proven otherwise, a reasonable commission shall be presumed to be 5% of the bid);
      (2) to Beneficiary, the full amount of principal, interest, attorney's fees and other charges due and unpaid;
      (3) any amounts required by law to be paid before payment to Grantor;
      (4) to Grantor, any balance; and
   d. be paid a reasonable fee even if a foreclosure sale is not conducted.

GENERAL PROVISIONS:

1. Surrender of Possession. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals. Recitals in any Trustee's deed conveying the Property will be presumed to be true.
3. No Election of Remedies. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. Continued Priority of Lien. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. Application of Payments to Unsecured Debt. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
6. Assignment of Awards. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. Assignment of Rents. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Usury Savings. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

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

10. "Note" Coverage. The term note includes all sums secured by this deed of trust.

11. Binding Effect. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

12. "Grantor" Coverage. If Grantor and Maker are not the same person, the term Grantor shall include Maker.

13. Indemnification of Trustee. Except for gross negligence or willful misconduct, Trustee shall not be liable for any act or omission or error of judgment. Trustee may rely on any document believed by Trustee in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon. Grantor shall indemnify Trustee against all liability and expenses that Trustee may incur in the performance of Trustee's Duties hereunder.

14. Purpose(s). Grantor represents that this deed of trust and the note are given for the following purposes:

    Purchase Money. Grantor represents that the indebtedness, the payment of which is secured hereby, is in part payment of the purchase price of the Property herein described, and is secured by a Vendor's Lien thereon retained in Deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

ENVIRONMENTAL MATTERS:

1. Definitions. For the purposes of this Deed of Trust, Grantor, Beneficiary and Trustee agree that, unless the context otherwise specifies or requires, the following terms shall have the following meanings:

    a. "Hazardous Materials" shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), and as further amended from time to time, and regulations promulgated thereunder; (iii) any "hazardous substance" as defined by the Texas Solid Waste Disposal Act (Article 4477-7, Vernon's Texas Civil Statutes) as amended from time to time, and regulations promulgated

thereunder; (iv) any "petroleum product" as defined by Chapter 26, Subchapter I of the Texas Water Code, as amended from time to time, and regulations promulgated thereunder; (v) asbestos; (vi) polychlorinated biphenyls; (vii) storage tanks, whether underground or above ground, empty, filled or partially filled with any petroleum product or hazardous substance; (viii) any substance, the presence of which on the Property is prohibited by any applicable governmental requirements and regulations ("Governmental Requirements"); and (ix) any other substance which by any Governmental Requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal.

b. "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, surface water, ground water, air or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, surface water, ground water, air or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Deed of Trust) emanating from the Property.

2. Representations. Grantor represents and warrants that:

a. no Hazardous Materials are now located on the Property, and neither Grantor nor, to Grantor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of, on, under or at the Property or any part thereof;

b. no part of the Property is being used or, to the knowledge of Grantor, has been used at any previous time for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination;

c. to the best of Grantor's knowledge and belief, no property adjoining the Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor is any other property adjoining the Property affected by Hazardous Materials Contamination; and

d. no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to the Property. The Property is not currently on, and to Grantor's knowledge, after diligent investigation and inquiry, has never been on, any federal or state "Superfund" or "Superlien" list.

3. Indemnity. Regardless of whether any Site Assessments are conducted hereunder, if any event of default shall have occurred under this Deed of Trust and be continuing or any remedies in respect of the Property are exercised by Beneficiary, Grantor shall defend, indemnify, and hold harmless Beneficiary and Trustee from any and all liabilities (including strict liability), actions, demands, penalties, losses, costs or expenses (including without limitation attorneys' fees and expenses, and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the release of this Deed of Trust) be paid, incurred or suffered by or asserted against Beneficiary or Trustee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Property or the applicability of any Governmental Requirements relating to Hazardous Materials (including without limitation CERCLA or any federal, state or local so-called "Superfund" or "Superlien" laws, statute, law, ordinance, code, rule, regulation, order or decree), regardless of whether or not caused by or within the control of Grantor, Beneficiary or Trustee. The representations, covenants, warranties and indemnifications contained herein shall survive the release of this Deed of Trust.

4. Covenants. Grantor agrees to:

a. give notice to Beneficiary immediately upon Grantor's acquiring knowledge of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof;

b. promptly comply with any Governmental Requirements requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide Beneficiary with satisfactory evidence of such compliance; and

c. provide Beneficiary, within thirty days after demand by Beneficiary, with a bond, letter of credit or similar financial assurance evidencing to Beneficiary's satisfaction that the necessary funds are

available to pay the cost of removing, treating and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Property as a result thereof.

5. Right of Entry. Beneficiary shall have the right, but not the obligation, prior or subsequent to an event of default hereunder, without in any way limiting Beneficiary's other rights and remedies under this Deed of Trust, to enter onto the Property or to take such other actions as Beneficiary deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Materials or Hazardous Materials Contamination on the Property following receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or Hazardous Materials Contamination pertaining to the Property or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Property, or other action and/or which, in Beneficiary's sole opinion, could jeopardize Beneficiary's security under this Deed of Trust. All costs and expenses paid or incurred by Beneficiary in the exercise of any such rights shall be indebtedness secured by this Deed of Trust and shall be payable by Grantor upon demand.

6. Site Assessments. Beneficiary (by its officers, employees and agents) at any time and from time to time, either prior to or after the occurrence of any event of default under this Deed of Trust, may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Property any environmental condition which could reasonably be expected to result in any liability, cost or expense to the owner, occupier or operators of such Property arising under any state, federal or local law, rule or regulation relating to Hazardous Materials. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Grantor which do not impede the performance of the Site Assessments. The Site Reviewers are authorized to enter upon the Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Property and such other tests on the Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Grantor will supply to the Site Reviewers such historical and operational information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Beneficiary shall make the results of such Site Assessments fully available to Grantor, which (prior to an event of default hereunder) may, at Grantor's election, participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing such Site Assessments shall be paid by Grantor upon demand of Beneficiary and any such obligations shall be indebtedness secured by this Deed of Trust.

SPECIAL PROVISIONS:

1. Tax and Insurance Reserve or Escrow Account. Grantor agrees, upon Beneficiary's request, to make an initial deposit and then monthly payments to a fund for taxes and insurance premiums on the Property. Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth (1/12) of the amount that Beneficiary estimates will be required annually for payment of taxes and insurance premiums. The fund will accrue no interest, and Beneficiary will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to the next monthly deposits until the excess is exhausted or refund it to Grantor. "Excess" is defined for this provision as an amount exceeding the monthly payment multiplied by the number of months remaining in the calendar year, plus the monthly payment amount multiplied by two. Before Grantor makes the final payment on the Note, Beneficiary will credit to that payment the whole amount then in the fund or, at Beneficiary's option, refund it after the Note is paid. If this Deed of Trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid under "Trustee's Duties". If the Property is transferred, any balance then in the fund will be still subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the payments provided for in the Note.

2. Taxes and Assessments. Grantor shall pay all taxes and assessments against or affecting the Property as the same become due and payable. Grantor shall deliver annually to Beneficiary such evidence of the payment thereof, and, if Grantor fails to do so, Beneficiary may pay such taxes and assessments, together with all costs and penalties thereon, at Grantor's expense; provided, however, that Grantor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest the validity thereof. Pending such contest, Grantor shall not be deemed in default hereunder because of such nonpayment if, prior to delinquency of the asserted tax or assessment, Grantor furnishes Beneficiary an indemnity bond secured by a deposit in cash or other security acceptable to Beneficiary, or with a surety acceptable to Beneficiary, in the amount of the tax or assessment being contested by Grantor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated, and if Grantor promptly pays an amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, on or before the date such judgment becomes final; provided that in any event the tax, assessment, penalties, interest and costs shall be paid prior to the date on which any writ or order is issued under which the Property may be sold in satisfaction thereof.

3. Authorization for Transfer of Tax Lien. Grantor hereby authorizes Beneficiary to pay the taxes, penalties and interest imposed by any taxing unit on the Property. This instrument is sworn to for the specific purpose of causing the tax collector, pursuant to § 32.06 of the Texas Property Tax Code, to transfer the tax lien to the Beneficiary on the payment by Beneficiary of the taxes, interest and/or penalty assessed and unpaid on the Property, such that Beneficiary shall have all of the privileges, rights and remedies authorized by that statute, as it may be changed from time to time.

4. Unearned Premiums. On default, Beneficiary has the right, power and authority to prevent cancellation of the insurance coverage and/or the reimbursement of any unearned premiums to the Grantor herein. Further, any reimbursement of unearned premiums constitute "receipts from the Property" and shall be controlled by the assignment of rents provision of this Deed of Trust.

5. Other Indebtedness. Insofar as permitted by applicable law, this Deed of Trust also secures the payment of all debts, obligations and/or liabilities of every kind and character of Grantor, now or hereafter existing in favor of Beneficiary herein, regardless of whether such debts, obligations and/or liabilities be direct or indirect, primary or secondary, joint and/or several, or have been made payable to, or are or have been in favor of, some other person or entity, or have been acquired by Beneficiary herein in a transaction with one other than Grantor, and additionally secures all indebtedness arising pursuant to the provisions of this Deed of Trust, all loans and advances which Beneficiary herein may hereafter make to Grantor, together with any and all renewals and extensions of such debts, obligations and/or liabilities, or any part thereof, and whether such debts, obligations and/or liabilities are evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty or otherwise.

6. Restrictions on Further Encumbrance and Sale. Unless the indebtedness secured hereby is paid in full, (1) the real property, personal property and improvements thereon, subject hereto, shall remain free and clear of all encumbrances, liens, mortgages, or security interests, and no secondary financing with respect thereto shall be permitted without the express written consent of Beneficiary; and (2) Grantor shall not, without Beneficiary's prior written consent, voluntarily or involuntarily, sell, transfer or convey Grantor's interest, or any portion thereof, in and to the Property subject hereto, except to a party approved in writing by Beneficiary. The occurrence of any of the foregoing events shall constitute an act of default, giving rise to all of the remedies set forth herein including the right to accelerate the maturity of the Note secured hereby. Furthermore, until the indebtedness secured hereby is paid in full, the following restrictions shall exist: (1) Grantor (if Grantor, or any part of Grantor, is a general or limited partnership or joint venture) will not, without the prior written consent of Beneficiary, permit (i) the transfer of any partnership interest of any partner (general or limited) whose interest, directly or indirectly, in the partnership is fifty-one percent (51%) or greater; nor (ii) any new partner to be admitted; and (2) no corporate grantor will, without the prior written consent of Beneficiary, permit (i) the transfer of any stock of any stockholder owning, directly or indirectly, fifty-one percent (51%) or more of the issued outstanding stock of Grantor as of the date hereof (whether such purported transfer shall be by direct transfer by such stockholder or the result of action by any party against such stockholder), nor (ii) the issuance of additional stock by Grantor after the date hereof. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing (1) that the credit of

such person is satisfactory to Beneficiary; (2) that a transfer fee acceptable to Beneficiary has been paid to Beneficiary; (3) that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiary shall require; and (4) that the other terms and provisions of the loan documents are satisfactory to Beneficiary. Sale or transfer, as such terms are used herein, shall mean any sale or transfer of record or beneficial title or interest including, but not limited to, those accomplished by Deeds, Executory Contracts for Sale or for Deed and/or Wrap-Around Deeds. Exceptions to this provision for declaring the Note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this Deed of Trust; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three (3) years or less without an option to purchase.

7. Adequate Security. Grantor covenants and agrees that the Property shall constitute adequate security for the Note. For the purposes of this provision, "Adequate Security" shall mean that the ratio of the fair market value of the Property to the outstanding loan balance shall be equal to, or better than, guidelines published by the regulatory authorities having jurisdiction over Beneficiary, or guidelines established by examiners representing such regulatory authorities. It is understood and agreed that Beneficiary may require Grantor to deliver updated appraisals of the Property at reasonable intervals. Such updated appraisals must be delivered under the signature of an M. A. I. appraiser, and must conform to the standards required by Beneficiary's regulatory authorities. In the event that Grantor fails to deliver any appraisal required hereby, it is understood and agreed that Beneficiary may order such appraisal and require reimbursement for the costs thereof from Grantor.

In no event shall this Deed of Trust secure payment of any installment loan or any open-end line of credit established under Chapter 3, Chapter 4 or Chapter 15 of the Texas Credit Code.

C. J. GRIFFITH FAMILY LLP

By: CHERRY CREEK RANCH, LLC,
Its General Partner

By: _____
Christopher J. Griffith, Authorized Member

STATE OF TEXAS
COUNTY OF Hall

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me on the 14 day of Dec. 2012, by CHRISTOPHER J. GRIFFITH, Authorized Member of CHERRY CREEK RANCH, LLC, a Texas limited liability company, acting in its capacity as General Partner on behalf of C. J. GRIFFITH FAMILY LLP, a Texas limited partnership.

TRACY D. MILLER
Notary Public, State of Texas
My Commission Expires
AUGUST 26, 2015

_____
Notary Public, STATE OF 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.

HAYS COUNTY

Special Warranty Deed With Vendor's Lien

Date: December 14, 2012

Grantor: THE ARTHUR DON PURSWELL AND MARIAN L. PURSWELL FAMILY LIMITED PARTNERSHIP; AND THE SARA P. MOESKER FAMILY LIMITED PARTNERSHIP

Grantor's Mailing Address: 7 Postwood Rd
Austin, TX 78738

Grantee: C.J. Griffith Family LLP

Grantee's Mailing Address: 2570 County Road 350
Concan, Uvalde County, TX. 78838

Consideration: A Promissory Note in the original principal sum of Five Hundred Thousand and No/100 Dollars ($500,000.00) payable to the order of The First National Bank of Beeville, which Promissory Note is secured by a Deed of Trust of even date to Dudley A. Thomas, Trustee.

The debt evidenced by this lien is in part payment of the purchase price of the Property. The debt is secured by a deed of trust and by a vendor's lien on the Property, which is expressly retained. The lien created by the deed of trust and the vendor's lien is transferred to Lender by this deed. The deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both.

Property (including any improvements):

6.000 acres of land, more or less, out of the Juan M. Veramendi Survey No. 2, A-17, in Hays County, Texas, and being out of and a portion of that certain called 80-acre tract of land conveyed to Arthur Don Purswell and Sara P. Moesker as recorded in Vol. 258, Page 384 of the Deed Records of Hays County, Texas; said 6.000 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens, if any, described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for current year, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The First National Bank of Beeville, ("Lender"), 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 Lender and are transferred to Lender without recourse against Grantor.

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 will become absolute.

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

ARTHUR DON PURSWELL AND MARIAN PURSWELL FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

By: The Arthur Don Purswell and Marian L. Purswell Management Trust, as general partner

By:_____

Arthur Don Purswell, Jr., Independent Trustee

GF#1215075-DH

THE SARA P. MOESKER FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership
By: The Sara P. Moesker Management Trust, general partner

By: _____
Don Purswell, Jr., Independent Trustee

STATE OF TEXAS)

COUNTY OF Travis)

This instrument was acknowledged before me on December 14, 2012, by Arthur Don Purswell, Jr., Independent Trustee of The Arthur Don Purswell and Marian L. Purswell Management Trust, as general partner of ARTHUR DON PURSWELL AND MARIAN PURSWELL FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said entities.

DEBRA H. STEIN
Notary Public, State of Texas
My Commission Expires
MAY 18, 2016

_____
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF Travis)

This instrument was acknowledged before me on December 14, 2012, by Arthur Don Purswell, Jr., as Independent Trustee of The Sara P. Moesker Management Trust, as general partner of THE SARA P. MOESKER FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said entities.

DEBRA H. STEIN
Notary Public, State of Texas
My Commission Expires
MAY 18, 2016

_____
Notary Public, State of Texas

GF#1215075-DH

Exhibit "A"

LEGAL DESCRIPTION:

BEING 6.000 ACRES OF LAND, MORE OR LESS OUT OF AND A PORTION OF THE JUAN MARTIN VERAMENDI SURVEY, ABSTRACT NUMBER 17 IN HAYS COUNTY, TEXAS AND BEING OUT OF AND A PORTION OF THAT CERTAIN CALLED 80 ACRE TRACT OF LAND CONEYED BY DEED TO THE ARTHUR DON PURSWELL AND TO SARA P. MOESKER AS RECORDED IN VOLUME 258, PAGE 384 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 6.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2" iron rod set in concrete at the point of intersection of the west right-of-way line of Interstate Highway No. 35 (right-of-way varies) with the south right-of-way line of Riverway Avenue (right-of-way varies) as dedicated on the final plat of "Blanco Riverwalk Subdivision" as recorded in Book 14, Pages 311-317 of the Plat Records of Hays County, Texas, said point being the northeast corner of this tract of land;

THENCE S 24° 10' 27" W, (Basis of Bearings) along the west right-of-way line of Interstate Highway Number 35, same being the east line of this tract of land, a distance of 500.00 feet to a 1/2" iron rod set with a plastic cap stamped "ALL POINTS" for the southeast corner of this tract of land;

THENCE through said 80 acre tract of land the following two (2) courses and distances with a plastic cap stamped "ALL POINTS" set at the terminus of each course,
1) N 46° 03' 00" W, a distance of 555.48 feet, the southwest corner of this tract of land, and
2) N 24° 10' 21" E a distance of 500.01 feet to the point of intersection with the south right-of-way line of said Riverway Avenue for the northwest corner of this tract of land;

THENCE S 46° 02' 57" E along the south right-of way line of said Riverway Avenue, same being the north line of this tract of land, a distance of 555.50 feet to THE POINT OF BEGINNING and containing 6.000 acreas of land, more or less.

Grantee Address:

CJ Griffith Family LLP
2520 County Road 350
Concan, TX 78838

HC 9800282 3 pgs

1371 670

③ 13.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of Jan. 5, 1998, between ARTHUR DON PURSWELL AND MARIAN L. PURSWELL, husband and wife, having an address at RR 1, Box 39, Maxwell, Texas 78656, ("Grantor"), and THE ARTHUR DON PURSWELL AND MARIAN L. PURSWELL REVOCABLE LIVING TRUST, having an address at RR 1, Box 39, Maxwell, Texas 78656, ("Grantee").

WITNESSETH, that Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, so hereby transfer unto Grantee and its heirs, executors, administrators, successors and assigns forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Hays, and the State of Texas, being more particularly described as follows, to-wit:

SEE "EXHIBIT A" ATTACHED

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time. Any and all restrictions, covenants, conditions, rights-of-way, mineral reservations, mineral leases and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

GRANTOR, FOR THE CONSIDERATION AND SUBJECT TO THE RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY, GRANTS, SELLS, AND CONVEYS TO GRANTEE THE PROPERTY, TOGETHER WITH ALL AND SINGULAR THE RIGHTS AND APPURTENANCES THERETO IN ANY WISE BELONGING, TO HAVE AND HOLD IT TO GRANTEE, GRANTEE'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, OR ASSIGNS FOREVER. GRANTOR BINDS GRANTOR AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS TO WARRANT AND FOREVER DEFEND ALL AND SINGULAR THE PROPERTY TO GRANTEE AND GRANTEE'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF, BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE.

IN WITNESS WHEREOF, Grantor have duly executed this deed on the date first above written.

ARTHUR DON PURSWELL

1371 660

MARIAN L. PURSWELL

STATE OF TEXAS

COUNTY OF CALDWELL

Before me, a notary public, on this day personally appeared ARTHUR DON PURSWELL AND MARIAN L. PURSWELL, who acknowledged that they did sign the foregoing instrument, and acknowledged to me that they executed the same for the uses and purposes and consideration therein expressed.

GIVEN UNDER MY HAND and official seal this 5 day of Jan., 1998.

Notary Public, State of Texas

After recording return to:
ARTHUR DON PURSWELL AND MARIAN L. PURSWELL
RR 1, Box 39
Maxwell, Texas 78656

DAVID W. LORD
NOTARY PUBLIC
State of Texas
Comm. Exp. 7-13-1999

SPECIAL WARRANTY DEED

"EXHIBIT A"

All of Grantor's interest in the following:

1371 681

Conveys the following described real estate situated in Hays County, Texas, about 5 miles east of the town of San Marcos, containing 56.08 acres, more or less, and being a part of the 80 acre tract of land in the J. M. Veramendi Survey No. 2, abstract No. 17, dated November 10, 1831 and described in a deed of trust dated November 28, 1933, executed by George Kyle and wife, Bessie Kyle to A. C. Williams, Trustee, for the Land Bank Commissioner, recorded in Volume 36, page 75, Deed of Trust Records of Hays County, Texas; the land herein conveyed being all of that 56.08 acre tract which lies Northwest of State Highway No. 2.

BEGINNING at an iron stake at the base of a fence corner post on the Northwest boundary line of State Highway No. 2; this stake being on the Northeast boundary line of the J. M. Veramendi Survey No. 2, and on the Northeast line of an 80 acre tract described in a deed of trust from George Kyle and wife, Bessie Kyle, to A. C. Williams, Trustee, for the Land Bank Commissioner recorded in Volume 36, page 75, of the Deed of Trust Records of Hays County, Texas;

THENCE follow a fence line along the Northeast boundry of the said J. M. Veramendi Survey North 46 deg. 6' West 1084 feet to the North corner of said Survey about 7 feet beyond a large fence post used as fence corner;

THENCE South 43 deg. 43' West along fence on the Northwest line of the said Veramendi Survey, 1724 feet to the edge of the Blanco River;

THENCE down the edge of the said Blanco river approximately as follows: South 34 deg. 57' East 237 feet; South 8 deg. 8' West 386 feet; South 9 deg. 12' East 239 feet to a fence at the most southern corner of the said 80 acre tract;

THENCE following an old fence on the South side of the said 80 acre tract, North 81 deg. 50' East 1414 feet to an iron stake on the Northwest boundry line of the said State Highway No. 2;

THENCE along the Northwest line of said Highway North 24 deg. 12' East 1215 feet to the place of beginning; containing 56.08 acres.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

1-7-98 03:13 PM 9800282
KLEEN $13.00
MARGIE T VILLALPANDO, County Clerk
HAYS COUNTY

SPECIAL WARRANTY DEED

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

70 2010 10021922

Instrument Number: 2010-10021922
As
OPR RECORDINGS

Recorded On: July 26, 2010

Parties: PURSWELL ARTHUR DON

To ARTHUR DON PURSWELL AND MARIAN L PURSWELL

Billable Pages: 4

Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

OPR RECORDINGS	28.00
Total Recording:	28.00

********** DO NOT REMOVE. 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: 2010-10021922
Receipt Number: 251313
Recorded Date/Time: July 26, 2010 02:08:58P
Book-Vol/Pg: BK-OPR VL-3942 PG-544
User / Station: C Rodriguez - Cashiering #4

Record and Return To:

ARTHUR DON PURSWELL
705 N.W. RIVER RD.
MARTINDALE TX 78655

COUNTY COURT OF HAYS COUNTY, TEXAS

State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C Fritsche

Linda C. Fritsche, County Clerk

SPECIAL WARRANTY DEED

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

Date: September 22, 2009

Grantor: ARTHUR DON PURSWELL

Grantor's Mailing Address (including county): 705 N. W. River Rd., Martindale, Texas 78655 (Caldwell County)

Grantees: THE ARTHUR DON PURSWELL AND MARIAN L. PURSWELL FAMILY LIMITED PARTNERSHIP.

Grantee's Mailing Address (including County): 705 N. W. River Rd., Martindale, Texas 78655 (Caldwell County)

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements): COUNTY OF HAYS, STATE OF TEXAS

SEE ATTACHED SCHEDULE "A"
(Consideration is less than $100.00)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

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

ARTHUR DON PURSWELL
AS GRANTOR AND TRUSTEE

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GONZALES

Before me, the undersigned Notary Public, in and for said county and state, on this 22nd day of September, 2009, personally appeared ARTHUR DON PURSWELL, to me known to be the identical person who executed the within and foregoing instrument, acknowledged to me that she executed the same as her voluntary act and deed for the uses and purposes therein set forth.

Notary's Signature: _____

Notary's Printed Name: Henry F. Claeys

Notary Public in and for The State of Texas

HENRY FRANCIS CLAEYS
MY COMMISSION EXPIRES
August 22, 2010

Notary Commission Expiration Date: August 22, 2010

AFTER RECORDING RETURN TO:

ARTHUR DON PURSWELL
705 N. W. River Rd.
Martindale, Texas 78655

SCHEDULE "A"

Hays County Clerk
137 N. Guadalupe
San Marcos, TX 78666
Telephone: (512) 396-2601

FIFTY PERCENT (50%) OF THE FOLLOWING PROPERTIES:

ALL REAL PROPERTY DESCRIBED AT DOCUMENT NO 82836 OR 82636, VOL 258 PAGE 384, HAYS COUNTY, TEXAS, DEED RECORDS.

Issue Date : 6/25/2014

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2013

Entities to which this certificate applies:

RSP - Special Road Dist
FSO - South Hays Co ESD #3
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0017-2246-00000-3
Quick-Ref ID : R12217

IH 35 (WEST SIDE) SAN MARCOS, TX 78666

A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 47.05, 50.000000% UDI

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$928,140.00
Ag Use	:	$4,250.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$4,250.00

Owner Information

Owner ID : O0126935

MOESKER SARA P FAMILY LIMITED PARTNERSHIP
705 N W RIVER RD
MARTINDALE, TX 78655

Ownership: 50.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2013	60.10	0.00	0.00	0.00	0.00
RSP	2013	1.86	0.00	0.00	0.00	0.00
GHA	2013	18.08	0.00	0.00	0.00	0.00
FSO	2013	4.25	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2014 : $0.00
Total due on all bills 6/30/2014 : $0.00
2013 taxes paid for entity SSM $60.10
2013 taxes paid for entity RSP $1.86
2013 taxes paid for entity GHA $18.08
2013 taxes paid for entity FSO $4.25
2013 Total Taxes Paid : $84.29
Date of Last Payment : 12/19/13

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Donna Daw, Deputy
Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/25/2014
Requestor	:	MOESKER SARA P FAMILY LIMITED PAI
Receipt	:	SM-2014-748311
Fee Paid	:	$10.00
Payer	:	HANZ THORNHILL INC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2014-748311**

Payor: HANZ THORNHILL INC ()
410 N SEGUIN AVE
NEW BRAUNFELS, TX 78130

Owner: MOESKER SARA P FAMILY LIMITED PARTNERSHIP (O0126935)
705 N W RIVER RD
MARTINDALE, TX 78655

Quick Ref ID:	R12217	Property:	10-0017-2246-00000-3
Owner:	MOESKER SARA P FAMILY LIMITED PARTNERSHIP (O0126935) - 50%	Legal Description:	A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 47.05, 50.000000% UDI
Owner Address:	705 N W RIVER RD MARTINDALE, TX 78655	Situs Address:	IH 35 (WEST SIDE) SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Check Payment (Ref # 2595) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/25/2014	**0.00**

Date Paid: 06/25/2014
Effective Date: 06/25/2014
Station/Till: donnat/Donna's Till
Cashier: DonnaT

Issue Date : 6/25/2014

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2013

Entities to which this certificate applies:

RSP - Special Road Dist
FSO - South Hays Co ESD #3
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0017-2245-00000-3
Quick-Ref ID : R12216

IH 35 (WEST SIDE) SAN MARCOS, TX 78666

A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 47.05, 50.000000% UDI

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$928,140.00
Ag Use	:	$4,250.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$4,250.00

Owner Information

Owner ID : O0091639

PURSWELL ARTHUR DON & MARIAN L
FAMILY LIMITED PARTNERSHIP
705 N W RIVER RD
MARTINDALE, TX 78655

Ownership: 50.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2013	60.10	0.00	0.00	0.00	0.00
RSP	2013	1.86	0.00	0.00	0.00	0.00
GHA	2013	18.08	0.00	0.00	0.00	0.00
FSO	2013	4.25	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2014 : $0.00
Total due on all bills 6/30/2014 : $0.00
2013 taxes paid for entity SSM $60.10
2013 taxes paid for entity RSP $1.86
2013 taxes paid for entity GHA $18.08
2013 taxes paid for entity FSO $4.25
2013 Total Taxes Paid : $84.29
Date of Last Payment : 12/19/13

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Donna Jaw, Deputy
Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/25/2014
Requestor	:	PURSWELL ARTHUR DON & MARIAN L I
Receipt	:	SM-2014-748312
Fee Paid	:	$10.00
Payer	:	HANZ THORNHILL INC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2014-748312**

Payor:	HANZ THORNHILL INC () 410 N SEGUIN AVE NEW BRAUNFELS, TX 78130	Owner:	PURSWELL ARTHUR DON & MARIAN L FAMILY LIMITED PARTNERSHIP (O0091639) 705 N W RIVER RD MARTINDALE, TX 78655

Quick Ref ID:	R12216	Property:	10-0017-2245-00000-3
Owner:	PURSWELL ARTHUR DON & MARIAN L FAMILY LIMITED PARTNERSHIP (O0091639) - 50%	Legal Description:	A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 47.05, 50.000000% UDI
Owner Address:	705 N W RIVER RD MARTINDALE, TX 78655	Situs Address:	IH 35 (WEST SIDE) SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Check Payment (Ref # 2595) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/25/2014	**0.00**

Date Paid: 06/25/2014
Effective Date: 06/25/2014
Station/Till: donnat/Donna's Till
Cashier: DonnaT

Issue Date : 6/25/2014

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2013

Entities to which this certificate applies:

RSP - Special Road Dist
FSO - South Hays Co ESD #3
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0017-2245-00001-3
Quick-Ref ID : R138237

IH 35 WEST SIDE SAN MARCOS, TX 78666

A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 6

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$462,000.00
Ag Use	:	$1,080.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$1,080.00

Owner Information

Owner ID : O0159742

GRIFFITH C J FAMILY LLP
2570 COUNTY RD 350
CONCAN, TX 78838

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2013	15.27	0.00	0.00	0.00	0.00
RSP	2013	0.47	0.00	0.00	0.00	0.00
GHA	2013	4.60	0.00	0.00	0.00	0.00
FSO	2013	1.08	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2014 : $0.00
Total due on all bills 6/30/2014 : $0.00
2013 taxes paid for entity SSM $15.27
2013 taxes paid for entity RSP $0.47
2013 taxes paid for entity GHA $4.60
2013 taxes paid for entity FSO $1.08
2013 Total Taxes Paid : $21.42
Date of Last Payment : 11/07/13

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Donna Law, Deputy
Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/25/2014
Requestor	:	GRIFFITH C J FAMILY LLP
Receipt	:	SM-2014-748313
Fee Paid	:	$10.00
Payer	:	HANZ THORNHILL INC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2014-748313**

Payor:	HANZ THORNHILL INC () 410 N SEGUIN AVE NEW BRAUNFELS, TX 78130	Owner:	GRIFFITH C J FAMILY LLP (O0159742) 2570 COUNTY RD 350 CONCAN, TX 78838

Quick Ref ID:	R138237	Property:	10-0017-2245-00001-3
Owner:	GRIFFITH C J FAMILY LLP (O0159742) - 100%	Legal Description:	A0017-2 JUAN M VERAMENDI SURVEY #2, TRACT PT 241, ACRES 6
Owner Address:	2570 COUNTY RD 350 CONCAN, TX 78838	Situs Address:	IH 35 WEST SIDE SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Check Payment (Ref # 2595) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/25/2014	**0.00**

Date Paid:	06/25/2014
Effective Date:	06/25/2014
Station/Till:	donnat/Donna's Till
Cashier:	DonnaT

File #: PC-14-22_05, **Version:** 1

AGENDA CAPTION:

PC-14-22_05 (Blanco Riverwalk, Lot 1, Block D Replat) Hold a public hearing and consider a request by Bec-Lin Engineering, L.P., on behalf of Nola Properties, L.P., for approval of a replat, and the associated subdivision improvement agreement, of 13.681 acres, more or less, being Lot 1, Block D of Blanco Riverwalk Subdivision, establishing Lots 1A, 1B and 1C, Block D, Blanco Riverwalk Subdivision, City of San Marcos, Hays County, Texas.

Meeting date: September 9, 2014

Department: Development Services

Funds Required: NA
Account Number: NA
Funds Available: NA
Account Name: NA

CITY COUNCIL GOAL:

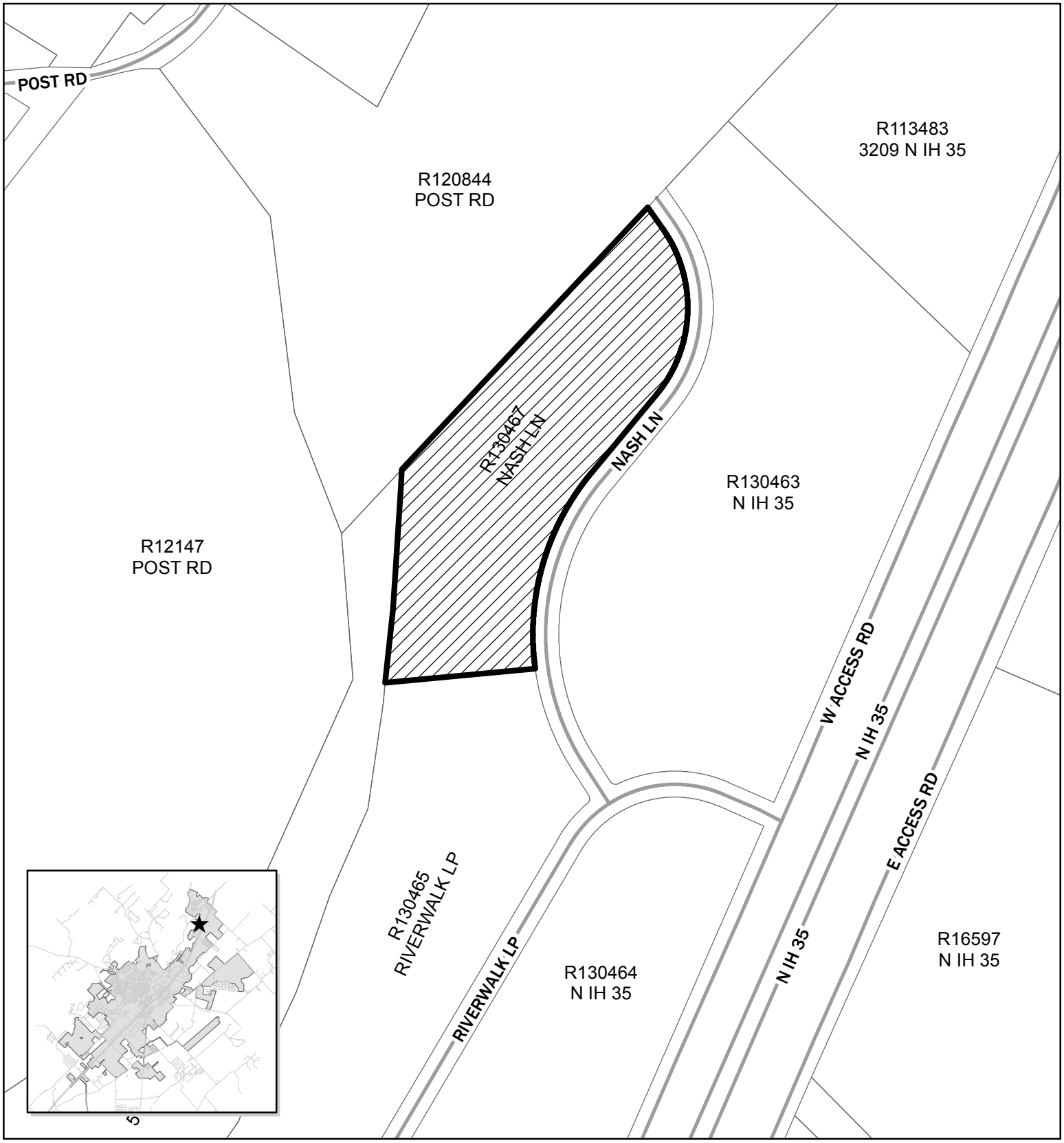
Big Picture Infrastructure

BACKGROUND:

The applicant is proposing to replat an existing lot into three lots; all three front Nash Lane. The lot was originally platted in 2008. A wastewater line will have to be extended in order to serve all three lots. The applicant has chosen to defer the construction of these public improvements until after the replat is approved. Therefore, a Subdivision Improvement Agreement is required to be approved by the Planning and Zoning Commission.

The Subdivision Improvement Agreement meets the criteria of Section 1.6.6.3 and the replat meets the criteria of Section 1.6.8.5 of the Land Development Code.

Staff recommends **approval** of the replat.



PC-14-22_05
Blanco Riverwalk
Replat
Map Date: 8/26/2014

Site Location

0 250 500 1,000 Feet

N

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

PC-14-22_05, Replat
Lot 1, Block D, Blanco Riverwalk Subdivision

Applicant Information:

Applicant: Bec-Lin Engineering, L.P.
100 E. San Antonio Street
Suite 100
San Marcos, TX 78666

Property Owner: Nola Properties, L.P.
4623 Oakdale Street
Bellaire, TX 77401

Notification: Notice published in the August 24, 2014 San Marcos Daily Record

Type & Name of Subdivision: Replat of Lot 1, Block D, Blanco Riverwalk Subdivision

Subject Property:

Summary: This is a replat of Lot 1, Block D of the Blanco Riverwalk Subdivision. The proposed subdivision will create three lots with frontage on Nash Lane. The original Blanco Riverwalk Subdivision was recorded in 2008.

Traffic / Transportation: The property reflected within this replat fronts Nash Lane. The road infrastructure was installed after the original subdivision plat was recorded in 2008.

Utility Capacity: Electric service will be provided by Pedernales Electric and the water service will be provided by Maxwell Water Supply Corporation. The City of San Marcos will provide wastewater. A Subdivision Improvement Agreement for the extension of the wastewater line to proposed Lot 1C is being completed.

Parks proposal: Not required

Zoning: MU – Mixed Use

Surrounding Zoning and Land use:

	Current Zoning	Existing Land Use
N of Property	MF-24	Vacant
W of Property	P & NA	Parkland & Outside City Limits
S of Property	MU	Vacant
E of Property	CC	Vacant

Planning Department Analysis:

The applicant is proposing to replat an existing lot into three lots which will front Nash Lane. A wastewater line will have to be extended in order to serve all three lots. The applicant has chosen to defer the construction of these public improvements until after the replat is approved. Per Section 1.6.6.3 of the LDC, the property owner will enter into a subdivision improvement agreement when public improvements are deferred until after final plat approval. This agreement includes, but is not limited to, provisions to complete the improvements, covenants to warranty the improvements, and provisions for securing the obligations of the agreement. Section 1.6.6.3 also states that the Planning and Zoning Commission is the governing body to approve the agreement. It has been reviewed for consistency with Section 1.6.6.3 and meets the criteria.

Staff has reviewed the request and finds the proposed replat meets all criteria of 1.6.8.5 of the Land Development Code.

Planning Department Recommendation	
x	Approve as submitted
	Approve with conditions or revisions as noted
	Alternative
	Denial

The Commission's Responsibility:

The Commission is charged with making the final decision regarding this proposed Subdivision Replat. The City charter delegates all subdivision platting authority to the Planning and Zoning Commission. The Commission's decision on platting matters is final and may not be appealed to the City Council. Your options are to approve, disapprove, or to statutorily deny (an action that keeps the applicant "in process") the plat.

Prepared By:

Alison Brake, CNU-A	Planner	August 26, 2014
Name	**Title**	**Date**

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, That, Nola Properties L.P., by and through Larry Hoffman (Manager), owner of 1.615 acres of Lot 1, Block D, Blanco Riverwalk Subdivision as recorded in Volume 14, Page 311, Hays County Texas Plat Records, conveyed by Volume 4907, Page 232, of the Official Deed Records of Hays County, Texas, and Alliance Development, Inc., General Partner of Vista Del Blanco Ltd. and Blanco Riverwalk Medical Plaza One, Ltd., by and through Judy Zoch (Vice President), owners of the remaining 12.066 acres of Lot 1, Block D, Blanco Riverwalk Subdivision, consisting of 4.385 acres as conveyed to Blanco Riverwalk Medical Plaza One, Ltd., by Volume 3930, Page 108, of the Official Deed Records of Hays County, Texas, and the remaining 7.681 acres owned by Vista Del Blanco Ltd, as recorded in Volume 14, Page 311, Hays County Texas Plat Records, do hereby subdivide said tracts in accordance with the plat shown hereon to be known as Replat of Lot 1, Block D, Blanco Riverwalk Subdivision, subject to any and all easements or restrictions heretofore granted and not released, and do hereby dedicate to the public the use of all streets, alley, and other public easements shown hereon.

JUDY ZOCH, VICE PRESIDENT
ALLIANCE DEVELOPMENT, INC,
GENERAL PARTNER OF VISTA DEL BLANCO LTD. AND
BLANCO RIVERWALK MEDICAL PLAZA ONE, LTD.
110 VISION PARK BLVD., SUITE #100
SHENANDOAH, TX 77384

LARRY HOFFMAN, MANAGER
NOLA PROPERTIES, L.P.
4623 OAKDALE STREET
BELLAIRE, TX 77401

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, the undersigned authority, on this day personally appeared Judy Zoch, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein states.

GIVEN under my hand and seal of office this the____ day of _____, 2014.

Notary Public
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, the undersigned authority, on this day personally appeared Larry Hoffman, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein states.

GIVEN under my hand and seal of office this the____ day of _____, 2014.

Notary Public
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, 2014, at _____o'clock ___.m., and duly recorded on the _____ day of _____, 2014, at _____o'clock ___.m., in the Plat Records of Hays County, Texas, in Book _____, Page _____.

Liz Q. Gonzalez, County Clerk
Hays County, Texas

CITY OF SAN MARCOS*
CERTIFICATE OF APPROVAL

Approved and authorized to be recorded on the _____ day of _____, 20___ by the Director of Development Services Department of the City of San Marcos.

Matthew Lewis, CNU-A — Date
Director of Planning and Development Services

Francis Serna, Recording Secretary — Date

CIP/Engineering — Date

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, That I, Rudolf J. Pata Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and the corner monuments were found or properly placed under my supervision in accordance with the Subdivision regulations of the City of San Marcos.

Rudolf J. Pata Jr.
Registered Professional Land Surveyor No. 5388
State of Texas

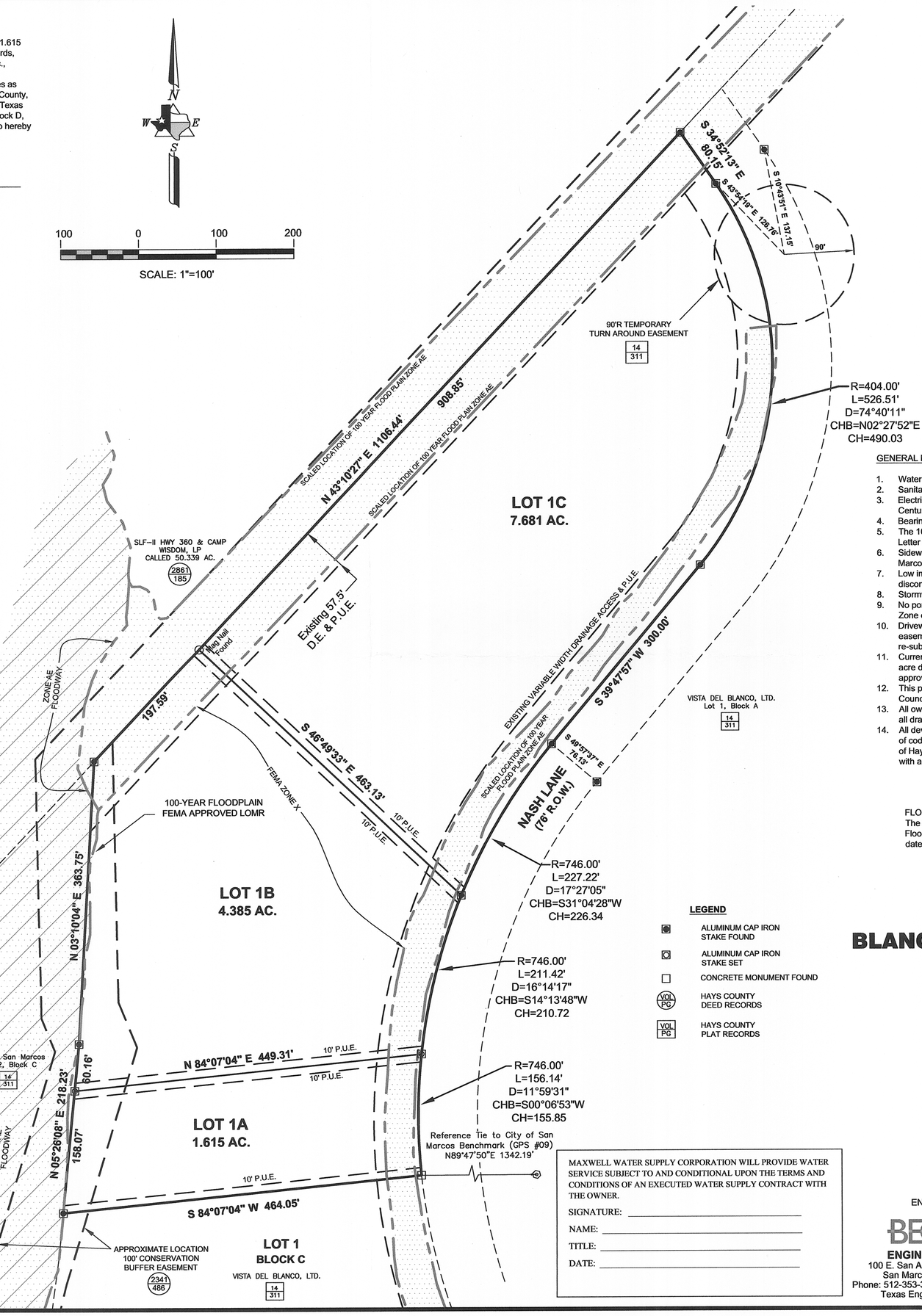
KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned, a Professional Engineer Registered in the State of Texas hereby certify that proper engineering consideration has been given to this plat and all engineering aspects thereof are in compliance with City of San Marcos and State engineering regulations and laws.

Kelly Kilber
Registered Professional Engineer No. 41187

PLAN 5678

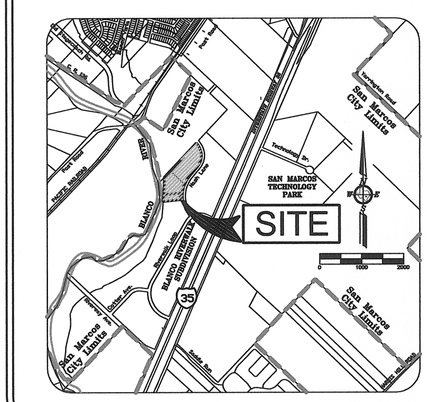
P-14-4924



MAXWELL WATER SUPPLY CORPORATION WILL PROVIDE WATER SERVICE SUBJECT TO AND CONDITIONAL UPON THE TERMS AND CONDITIONS OF AN EXECUTED WATER SUPPLY CONTRACT WITH THE OWNER.

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

VICINITY MAP N.T.S.



VICINITY MAP
(NOT TO SCALE)
ZIP CODE: 78666

GENERAL NOTES:

1. Water service is to be provided by Maxwell Water Supply Corporation.
2. Sanitary sewer service is to be provided by City of San Marcos.
3. Electricity to be provided by Pedernales Electric Cooperative and telephone service by Century Link.
4. Bearing Basis: Texas State Plane Coordinate System - South Central Zone.
5. The 100 year floodplain boundary shown hereon, has been redefined by approved FEMA Letter of Map Revision (LOMR) Case Number 08-06-2257P, approved date of July 30, 2009.
6. Sidewalks and street tree plantings are required and will be constructed to City of San Marcos Standards at the time of lots improvements construction.
7. Low impact development methods for stormwater control such as grass lined swales and disconnection of impervious areas will be utilized within the development.
8. Stormwater detention waiver is approved by the City of San Marcos Engineering Department.
9. No portion of this subdivision lies within the boundaries of the Edwards Aquifer Recharge Zone or Transition Zone.
10. Driveway locations shall be reviewed by the City of San Marcos Engineering. Shared access easements shall be provided where and if applicable for appropriate access to future re-subdivided lots.
11. Current wastewater utility service agreements allot 1200 service units for the entire 239.3 acre development master plan. Request for any additional service capacity will be subject to approval by the City of San Marcos.
12. This plat is subject to Ordinance No. 2007-57, approved by the City of San Marcos City Council on October 2, 2007.
13. All owners of private property within this subdivision shall be responsible for maintenance of all drainage easements, facilities and conditions upon their individual private property.
14. All development and operations of property within this subdivision is subject to the declaration of codes, covenants and restrictions recorded in volume 3419, Page 425 of the deed records of Hays County, Texas. These supplemental development standards shall be utilized along with applicable city codes in the review and approval of all development applications.

FLOOD INSURANCE RATE NOTE:
The tract of land lies within a special flood hazard zone X & AE as delineated on the Flood Insurance Rate Map (FIRM) Community Panel Number 48209C 0392 F, dated September 2, 2005, for Hays County, Texas.

LEGEND

- ALUMINUM CAP IRON STAKE FOUND
- ALUMINUM CAP IRON STAKE SET
- CONCRETE MONUMENT FOUND
- VOL/PG HAYS COUNTY DEED RECORDS
- VOL/PG HAYS COUNTY PLAT RECORDS

REPLAT OF
LOT 1, BLOCK D
BLANCO RIVERWALK SUBDIVISION
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS

A SUBDIVISION OF 13.681 ACRES (595,944 SQ. FT.)
SITUATED IN THE
WILLIAM WARD SURVEY, ABSTRACT 467
CITY SAN MARCOS, HAYS COUNTY, TEXAS

MARCH 11, 2014 SCALE: 1" = 100'

OWNERS:
VISTA DEL BLANCO, LTD. &
NOLA PROPERTIES L.P.

ENGINEER:
BEC-Eh
ENGINEERING, LP
100 E. San Antonio St., Suite 100
San Marcos, Texas 78666
Phone: 512-353-3335 Fax: 512-396-0224
Texas Eng. Firm #F-13056

SURVEYOR:
TRI-TECH SURVEYING COMPANY, L.P.
WWW.SURVEYINGCOMPANY.COM
100 E San Antonio St. Suite 100 Phone: (512) 440-0222
San Marcos, Texas 78666 Fax: (512) 440-0224
Firm Reg. Number 10193729

City of San Marcos
Subdivision Improvement Agreement

Subdivision Name:	~~Amending Plat~~ Replat of Blanco Riverwalk, Block D, Lot 1
Developer Name:	Nola Properties, L.P.
Developer Address:	4623 Oakdale Street Bellaire, Texas 77401
Planning Dept. Case No.:	PC-14-22-05

Recitals:

A. The Developer owns the land included in the proposed final plat of the Subdivision, and more particularly described on the attached **Exhibit A** (the "Property").

B. The Developer desires to develop the Property, and City ordinances and State laws require the Developer to complete all on-site and off-site public improvements (the "Public Improvements") associated with the Subdivision.

C. This Agreement is authorized by Section 1.6.6.3 of the City Land Development Code (the "LDC"), and is executed to memorialize the Developer's responsibilities regarding the Public Improvements.

Agreement:

In consideration of the mutual covenants set forth in this Agreement, the City and the Developer agree as follows:

1. Recitals Incorporated. The Recitals are incorporated in this Agreement for all purposes.

2. Parties. The parties to this Agreement are the Developer and the City of San Marcos.

3. Effective Date. This Agreement is effective on the date the Developer signs it (the "Effective Date").

4. Construction of Improvements. The Developer agrees to construct and install, at the Developer's expense, all of the Public Improvements in compliance with applicable City ordinances, standards, and regulations, and in accordance with the construction plans and specifications approved by the City.

5. Security for Completion of Improvements. The Developer agrees to provide and continuously maintain security (the "Security") for the completion of the Public Improvements in accordance with Section 1.6.6.4 of the LDC. The Security must be in the amount of 125% of the cost estimate for the Public Improvements approved by the City Director of Engineering.

6. Warranty and Maintenance Bond. The Developer agrees to correct all defects in materials or workmanship in the Public Improvements for a period of one year after acceptance by the City. The Developer agrees to provide a maintenance bond in favor of the City in the amount of 20% of the cost of the Public Improvements for a period of two years after acceptance by the City.

7. Lien Search Certificate. The Developer agrees to provide, at the time this Agreement is executed, a Lien Search Certificate prepared and signed by a title company acceptable to the City Attorney. The Lien Search Certificate must identify the property, must name all owners of the Property, must name all lienholders having liens against the Property, and must be dated no more than 10 days prior to the Effective Date. The Lien Search Certificate must be accompanied by a Consent of Lienholder signed by an authorized representative of each lienholder identified in the Lien Search Certificate. This Agreement will not be accepted without the Lien Search Certificate and the executed Consent of Lienholder, if applicable.

8. Acquisition of Property Interests. The Developer agrees to acquire at its expense all rights-of-way, easements and other real property interests needed for the construction of the Public Improvements, including all off-site improvements, in a manner suitable for dedication of the real

property interests to the City. The form of all documents under which real property interests are acquired is subject to approval by the City Attorney. The Developer agrees to record each such document in the official public records of the county in which the Property is located, and to provide a copy of each such recorded document to the City Attorney.

9. Recording of Plat. Upon completion of all of the following, the City agrees to record the final plat of the Subdivision in the official public records of the county in which the Property is located:

A. Approval of this Agreement by the City Planning and Zoning Commission.
B. Approval of the final plat of the Subdivision by the City Planning and Zoning Commission.
C. Submission to City of Lien Search Certificate, and executed Consent of Lienholder for each lienholder on the Property.
D. Approval of the Security by the City Attorney.
E. Approval by the City Attorney of all conveyance documents for rights-of-way, easements and other real property interests needed for the construction of the Public Improvements.

10. Conditions of Draw on Security. The City Director of Engineering may draw upon any Security upon the occurrence of one or more of the following events:

A. The Developer commenced construction but did not properly construct or complete one or more of the Public Improvements, and failed to remedy the construction deficiency within a reasonable cure period;
B. The Developer did not renew or replace the Security at least 45 days prior to its expiration date; or
C. The issuer of the Security, or any third party, has acquired all or any portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure.

11. Drawing on the Security; Use of Draws. The City Director of Engineering may draw upon the Security by submitting a draft to the issuer that complies with the terms governing the draft. The draw may be in any amount up to the full amount of the Security. The City agrees to restrict its use of funds from draws to purposes associated with the construction, maintenance or repair of the Public Improvements. The parties agree that by making a draw, the City does not waive its rights to enforce any obligation of the Developer under this Agreement, and the City is not accepting the Public Improvements for ownership and maintenance prior to final completion.

12. Right of Entry. The Developer grants to the City and its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property to inspect the construction of the Public Improvements, and to construct, inspect, maintain, and repair any public improvements made on the Property by the City.

13. Remedies. The remedies available to the City in the event of noncompliance by the Developer with this Agreement are cumulative in nature. These remedies include, but are not limited to, the following:

A. Refusal to approve or record any plat associated with the Subdivision.
B. Refusal to provide or allow utility services to all or any part of the Property.
C. Refusal to accept all or a portion of the Public Improvements for public ownership or maintenance.
D. Draws against the Security for construction of the Public Improvements.
E. Injunction against further sale of tracts of land within the Subdivision.

14. No Third Party Rights. No person or entity who or which is not a party to this Agreement has any right of action under this Agreement. Nor does any such person or entity, other than the City (including without limitation a trustee in bankruptcy) have any interest in or claim to any funds drawn by the City on the Security in accordance with this Agreement.

15. Indemnification. The Developer covenants to indemnify, save, and hold harmless the City and its their respective officers, employees, and agents from, and against, all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments recovered from or

asserted on account of injury or damage to persons or property loss or damage arising in connection with construction performed by or on behalf of the Developer on the Property.

16. Miscellaneous. A. The Developer may assign its rights and obligations under this Agreement to a purchaser of all or part of the Property, if the Developer delivers written notice of the assignment to the City accompanied by an assignment agreement under which the assignee accepts all of the Developer's obligations under this Agreement and submits new Security for the Public Improvements in a form acceptable to the City Attorney. Any other assignment by a Party of rights or obligations under this Agreement will require the written approval of the other Party.

B. This Agreement, including appendices and referenced attachments, constitutes the entire agreement between the City and the Developer on this subject and supersedes all other proposals, presentations, representations, and communications, whether oral or written, between the parties. This Agreement may be amended only by a written document that is duly approved and executed by all parties.

C. In the event any section, subsection, paragraph, sentence, phrase or word is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase or word.

D. This agreement shall be governed by the laws of the State of Texas. Exclusive venue for any legal dispute arising under this agreement shall be in Hays County, Texas. The City's execution of and performance under this Agreement will not act as a waiver of any immunity of the City to suit or liability under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

E. Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:	To the Developer:
City Manager	Larry Hoffman
City of San Marcos	Nola Properties, L.P.
630 E. Hopkins	4623 Oakdale Street
San Marcos, TX 78666	Bellaire, TX 77401
Fax: 512/396-4656	Fax: 713/667-8580

If a party changes its address or facsimile number for notice purposes, it will provide written notice of the new address to the other party within 10 days of the change.

F. In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

G. This Agreement constitutes a covenant running with the title to the Property, and the provisions of this Agreement are binding on the Developer and on all successors and assigns of the Developer.

Executed by the parties to be Effective on _____

[signatures on following page]

City of San Marcos, Texas

By:_____
Jared Miller, City Manager

This instrument was acknowledged before me on _____, 201___ by Jared Miller, known personally by me to be the City Manager of the City of San Marcos, on behalf of the City of San Marcos.

Notary seal:

_____
Notary Public, State of Texas

Developer:
Nola Properties L.P.

By:_____
Signature

Larry Hoffman Manager
Printed name, title

This instrument was acknowledged before me on July 14, 2014 by Larry Hoffman, known personally by me to be the Manager of Nola Properties LP.

Notary Seal:

KAREN M. LOPEZ
Notary Public, State of Texas
My Commission Expires
August 16, 2016

_____
Notary Public, State of Texas

BEC-LIN ENGINEERING, L.P.
Structural • Civil • Surveying • Construction Management

July 16, 2014

City of San Marcos
630 E. Hopkins
San Marcos, TX 78666

Attn: Matthew Lewis
Director of Development Services

Re: Amending Plat of Lot 1, Block D, Blanco Riverwalk Subdivision

Mr. Lewis:

Enclosed herewith, please find the following submittal for the above referenced project:

1. Completed Subdivision Plat Application and fees totaling $1,110.00
2. Deeds
3. Tax certificate
4. 1 (one) digital copy of submittal materials including CAD file
5. 5 (five) 18" x 24" hard copies of plat
6. Subdivision Improvement Agreement

Please review this information at your earliest convenience. If you have any questions please call.

Respectfully,
BEC-LIN ENGINEERING, LP

Kelly Kilber, P.E., R.P.L.S.
Director of Engineering
San Marcos

xc: Larry Hoffman

10401 Westoffice Drive, Houston, Texas 77042
P: 281.664.8440 F: 281.664.8457
TBPE #F-13056 TBPLS#10190400
www.bec-lin.com

100 E. San Antonio St., Ste. 100, San Marcos, Texas 78666
P: 512.353.3335 F: 512.396.0224
TBPE #F-13056 TBPLS #10194003
www.bec-lin.com

PC-_____-_____

City of San Marcos
SUBDIVISION PLAT APPLICATION

	APPLICANT	PROPERTY OWNER
Name	BEC–LIN ENGINEERING, L.P. KELLY KILBER, AGENT	NOLA PROPERTIES, L.P. LARRY HOFFMAN, MANAGER
Mailing Address	100 E. SAN ANTONIO ST.	4623 OAKDALE ST.
	STE. 100 SAN MARCOS, TX 78666	BELLAIRE, TX 77401
Daytime Phone	512–353–3335	713–545–1405
Email Address	kkilber@bec–lin.com	lbh@tritechtx.com

I NOLA PROPERTIES, L.P. acknowledge that I am the rightful owner of the property proposed for subdivision and hereby authorize KELLY KILBER to serve as my agent to file this application and to work with the Responsible Offical on my behalf during the subdivision platting process.

Signature of Property Owner: _____

Printed Name: NOLA PROPERTIES, L.P. LARRY HOFFMAN, MANAGER Date: 7-14-2014

Signature of Property Owner: _____

Printed Name: _____ Date: _____

Signature of Agent: _____

Printed Name: BEC–LIN ENGINEERING, L.P. KELLY KILBER, AGENT Date: 7-16-2014

Subdivision Plats

- ☐ Subdivision Concept Plat
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat

Development Plats

- ☐ Preliminary Development Plat
- ☐ Final Development Plat

- ☐ Variance — Section _____
- ☐ Plat Vacation — Accompanying _____

Minor Subdivision Plats (for Administrative Approval)

- ☐ Minor Subdivision Plat

Revisions to Recorded Plats (for Administrative Approval)

- ☑ Amending Plat
- ☐ Replat without Vacation

SUBJECT PROPERTY

Subdivision Name: AMENDING PLAT OF BLANCO RIVERWALK, BLOCK D, LOT 1

Address or General Location: NASH LANE

Proposed Number of Lots: 3 Acres: 13.681

Appraisal District Tax ID: R130467 & R133056

Located In
- ☑ City Limits
- ☐ S.M. River Corridor
- ☐ ETJ* - Please circle county: *Caldwell Comal Guadalupe Hays*
- ☐ Planned Development District

Proposed Use of Land COMMERCIAL

**Subdivision plat applications for land in the ETJ may be subject to additional requirements and review as defined by the Interlocal Agreement for the respective county.*

SUBDIVISION IMPROVEMENT AGREEMENT

Whenever public improvements to serve the development are deferred until after Final Subdivision Plat or Final Development Plat approval, the property owner shall enter into a Subdivision Improvement Agreement by which the owner covenants to complete all required public improvements no later than two years following the date upon which the Final Subdivision Plat or Final Development Plat is approved.

- ☐ **I will complete all required public improvements prior to the Final Subdivision Plat or Final Development Plat.**
- ☑ **I wish to defer installation of public improvements and will complete a Subdivision Improvement Agreement with the City.**

Signature: _____

NOLA PROPERTIES, L.P.

Printed Name: LARRY HOFFMAN, MANAGER **Date:** 7-14-2014

- ☑ Complete application
- ☑ Required fees $ 1,110 *(see next page for Fee Schedule)*
- ☑ All legislative requirements complete
- ☑ Proof of record ownership *(recorded deed corresponds to ownership indicated on tax certificate)*
- ☑ Current tax certificate *(must show prior year taxes paid by January 31st of current year)*
- ☑ Names and addresses of property lien-holders
- ☑ One digital copy of submittal materials including CAD file
- ☑ Five 18"x24" hard copies of plat document*

I hereby affirm that if I am not the property owner of record, or if the applicant is an organization or business entity, I have been authorized to represent the owner, organization, or business in this application. I certify the preceding information is complete and accurate, and it is understood that I or another representative should be present at all meetings concerning this application.

Signature of Applicant: _____

Printed Name: KELLY KILBER, BEC–LIN, ENGINEERING, L.P. **Date:** 7-16-2014

*Plats in the ETJ may require additional hard copies.

ADDITIONAL REQUIREMENTS:

Subdivision Concept Plats:

- ☐ Watershed Protection Plan (Phase 1)
- ☐ Residential compatibility site plan (where applicable)
- ☐ Cluster development plan (where applicable)

Preliminary Subdivision Plats or Preliminary Development Plats

- ☐ Approved Watershed Protection Plan Phase I (can be submitted concurrently)
- ☐ Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

Final Subdivision or Final Development Plats:

- ☐ Preliminary Plat (where applicable)
- ☐ Approved Watershed Protection Plan Phase II and approved Public Improvement Construction Plan by the Director of Engineering (can be submitted concurrently).
- ☐ Subdivision Improvement Agreement and surety if public facility construction was deferred.
- ☐ Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential) .
  Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

Minor Subdivision Plats:

Minor subdivisions plats must meet the following qualifications:

- ☐ Proposed subdivision results in 4 or fewer lots
- ☐ All lots front onto an existing public street and construction or extension of a street or alley is not required or is considered a minor extension by Director of Engineering.
- ☐ Extension of municipal facilities is not required or the installation of utilities is considered a minor extension by the Director of Engineering.
- ☐ Approved WPP Phase II is required if land is located within the Edwards Aquifer Recharge Zone, within a designated stream or river corridor, or if the land contains floodplain, floodway or a waterway as defined by the LDC.

Amending Plats and Replats:

- ☑ Detailed description of the purposes and circumstances that warrant change of the recorded plat identifying all lots, easements or improvements affected by the proposed change.

Fee Schedule

For Plats Located Inside/Outside of the City Limits	
Subdivision Minor Plat / Amending Plat	$400 plus $100 per acre (max $1000) + $10.00 Technology Fee
Concept Plan	$750 plus $50 acre (max $2000) + $10.00 Technology Fee
Preliminary Plat	$750 plus $50 acre (max $2000) + $10.00 Technology Fee
Final Plat	$1000 plus $100 acre (max $2500) + $10.00 Technology Fee
Replat, not administrative	$750 plus $50 acre (max $2000) + $10.00 Technology Fee
Vacation of Previously Recorded Plat	$150 + $10.00 Technology Fee
Subdivision Variance Request	$600 + $10.00 Technology Fee
Cluster Development Plan	$25 per acre ($100 min / $1500 max) + $10.00 Technology Fee

STAFF USE ONLY:

Submittal Date: _____ 5 Business Days from Submittal: _____

Completeness Review By: _____ Date: _____

Contact Date for Supplemental Info: _____

Supplemental Info Received (required within 5 days of contact): _____

Application Returned to Applicant: _____

Application Accepted for Review: _____ Fee: _____

Comments Due to Applicant _____

Date for Plat Resubmittals _____

Date of Planning and Zoning Commission Meeting: _____

City of San Marcos
COMPLETE CHECKLIST
for Final Subdivision Plat/Final Development Plat
Minor Subdivision Plat, Amending Subdivision Plat or Subdivision Replat

AMENDING PLAT OF LOT 1, BLOCK D, BLANCO RIVERWALK SUBDIVISION

I. Type of Plat

Subdivision Plats

- ☐ Final Subdivision Plat
- ☐ Final Development Plat
- ☐ Variance Section _____
- ☐ Plat Vacation Accompanying _____

Minor Subdivision Plats (for Administrative Approval)

- ☐ Minor Subdivision Plat

Revisions to Recorded Plats (for Administrative Approval)

- ☑ Amending Plat
- ☐ Replat without Vacation

II. In-Take Requirements

- ☑ Complete application
- ☑ Required fees $1,110
- ☑ All legislative requirements complete
- ☑ Proof of record ownership *(recorded deed corresponds to ownership indicated on tax certificate)*
- ☑ Current tax certificate *(must show prior year taxes paid by January 31 of current year)*
- ☑ Agent authorization
- ☑ Names and addresses of property lien-holders
- ☑ One (1) digital copy of submittal materials
- ☑ Five (5) 18"x24" hard copies of plat document

Final Subdivision or Final Development Plats:

- ☐ Preliminary Plat (where applicable)
- ☐ Approved Watershed Protection Plan Phase II and approved Public Improvement Construction Plan by the Director of Engineering (can be submitted concurrently).
- ☐ Subdivision Improvement Agreement and surety if deferring public facility construction.
- ☐ Traffic Impact Analysis Worksheet

Minor Subdivision Plats:

- ☐ Proposed subdivision results in 4 or fewer lots
- ☐ All lots front onto an existing public street and construction or extension of a street or alley is not required or is considered a minor extension by Director of Engineering.
- ☐ Extension of municipal facilities is not required or the installation of utilities is considered a minor extension by the Director of Engineering
- ☐ Approved WPP Phase II is required if land is located within the Edwards Aquifer Recharge Zone, within a designated stream or river corridor, or if the land contains floodplain, floodway or a waterway as defined by the LDC.

Amending Plats and Replats:

- ☑ Detailed description of the purposes and circumstances that warrant change of the recorded plat identifying all lots, easements or improvements affected by the proposed change.

III. PLAT REVIEW REQUIREMENTS*

☑ Minimum scale 1"-200'
☑ Final layout of the subdivision prepared by a registered engineer or surveyor
☑ Vicinity map
☑ Scale and north arrow for plat and location map.
☑ Boundary lines, abstract/survey lines, corporate and other jurisdictional boundaries
☑ Location, dimension, name and description of all existing/recorded streets, alleys, reservations, easements, railroad rights of way, etc. within subdivision, intersecting or contiguous with boundaries for forming boundaries.
☑ Location, dimension, name and description of all proposed streets, alleys, reservations, easements, proposed ROW's within subdivision, intersecting or contiguous with boundaries for forming boundaries.
N/A ☐ List of proposed street names for all new streets.
☑ Bearings and distances sufficient to locate the exact area proposed for the subdivision.
☑ All survey monuments including any required concrete monuments.
☑ The length and bearing of all straight lines, radii, arc lengths, tangent lengths and central angles of all curves (may be placed in a table).
☑ Accurate reference ties via courses and distances to at least one recognized abstract or survey corner, or existing subdivision corner.
☑ Accurate reference tie to City of San Marcos Benchmark. Control point data is located at the following link: http://www.ci.san-marcos.tx.us/modules/showdocument.aspx?documentid=4784
☑ Name, location and recording information of all adjacent subdivisions or property owners.
☑ Location of all existing property lines, existing lot and block numbers and date recorded, parks, public areas, and easements of record with recording information.
☑ Proposed arrangement and square footage of lots and proposed use.
N/A ☐ Sites to be reserved or dedicated for parks, schools, playgrounds, other public uses or for private facilities and amenities if applicable.
N/A ☐ Copies of proposed deed restrictions or covenants for any proposed access, maintenance or private easements shown on plat.
☑ A note declaring sidewalks are required.
☑ A noting stating whether or not the subdivision falls within the 100-year floodplain and if so, the engineer's statement of the minimum permissible floor elevation that will protect the improvements from flooding or high waters.
☑ Notes declaring whether the land falls within designated watersheds, Edward's Aquifer recharge or contributing zones and/or San Marcos River Corridor.
☑ Standard legend for interpretation of point and line information.
☑ Title block with name of proposed subdivision; contact information for owner/s; contact information for land planner, licensed engineer, or RPLS; scale; date of preparation; north arrow; and location of property according to abstract or survey records
☑ Preamble (also referred to as Owner's Acknowledgement and Dedication) with owner(s) name(s) and title (s), acreage of area to be platted as described in Public Records, and proposed subdivision name exactly as in title block.
☑ Owner(s) signature block with notary block.
☑ Certificate of approval by the Planning and Zoning Commission with signature lines for the Chair, Director of Development Services, Director of CIP and Engineering, and Recording Secretary.
☑ Surveyor statement and signature block with seal.
☑ Engineer statement and signature block. Required for all plats where new streets are being proposed or there is floodplain as per FEMA or other drainage easements required on or off site of the property.
☑ Certificate of recording block for County Clerk.

**Please note that in addition to the above requirements on the plat itself, City Departments will review and provide substantive comments on adequacy of utilities, public infrastructure, compatibility with surrounding land uses, etc.*

IV. ADDITIONAL PLATTING REQUIREMENTS

N/A ☐ Parkland Dedication or fee in lieu _____(required for all residential subdivisions)
N/A ☐ Traffic Impact Analysis Study (if TIA worksheet demonstrates need for complete analysis)

V. RECORDATION REQUIREMENTS

☑ Two (2) mylars for owner and for City of San Marcos
☐ *Mylar Recording fee*_____
☑ Reprinted Tax Receipt
☑ Tax Certificate (paid prior to January 31st of current year)

Other possible recording requirements:
☑ If public improvements were deferred, Subdivision Improvement Agreement
☐ *SIA recording fee* _____
N/A ☐ Any other legal documents referenced on the plat (i.e. drainage easement dedicated by separate instrument, property owner association documents, etc.)
☐ *Other recording fee* _____

AMENDING PLAT OF LOT 1, BLOCK D, BLANCO RIVERWALK SUBDIVISION

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

A. Adequate service is currently available to the subject property
B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Water Service Provider* MAXWELL WATER SUPPLY CORPORATION

Applicable Utility Service Code(s) A

Comments/Conditions SERVICE TO BE PROVIDED PURSUANT TO THE TERMS OF A MAY 23rd, 2013 AGREEMENT WITH VISTA DEL BLANCO, Ltd.

Signature of Water Utility Official: Daniel Pepin

Title: GENERAL MANAGER Date: 6-27-14

Name of *Wastewater Service Provider* CITY OF SAN MARCOS

Applicable Utility Service Code(s) _____

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions _____

Signature of City or County Wastewater Official: _____

Title: _____ Date _____

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Telephone Service Provider* CENTURYLINK

Applicable Utility Service Code(s) _____

Comments/Conditions _____

Signature of Telephone Company Official _____

Title: _____ Date _____

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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D. Need easement(s) within subject property

Name of *Water Service Provider* MAXWELL WATER SUPPLY CORPORATION

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Water Utility Official: _____

Title: _____ **Date:** _____

Name of *Wastewater Service Provider* CITY OF SAN MARCOS

Applicable Utility Service Code(s) B

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions _____

Signature of City or County Wastewater Official: Lloyd Jones

Title: Wastewater Coll. mgr **Date** 7-2-14

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Telephone Service Provider* CENTURYLINK

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Telephone Company Official _____

Title: _____ **Date** _____

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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C. Adequate service is not currently available, and arrangements have not been made to provide it
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Name of *Water Service Provider* MAXWELL WATER SUPPLY CORPORATION

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Water Utility Official: _____

Title: _____ Date: _____

Name of *Wastewater Service Provider* CITY OF SAN MARCOS

Applicable Utility Service Code(s) _____

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions _____

Signature of City or County Wastewater Official: _____

Title: _____ Date _____

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Telephone Service Provider* CENTURYLINK

Applicable Utility Service Code(s) B

Comments/Conditions _____

_____

Signature of Telephone Company Official Kenny L Stilt

Title: Plant Facilities Supv Date 6-24-14

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

ELECTRIC UTILITY SERVICE ACKNOWLEDGEMENT:

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

A. **Adequate service is currently available to the subject property**
B. **Adequate service is not currently available, but arrangements have been made to provide it**
C. **Adequate service is not currently available, and arrangements have not been made to provide it**
D. **Need easement(s) within subject property**

Name of *Electric Service Provider* PEDERNALES ELECTRIC COOPERATIVE

Applicable Utility Service Code(s) B

Comments/Conditions DEVELOPER IS AWARE ELECTRIC POWER IS ALONG INTERSTATE 35 RIGHT OF WAY AND IT IS HIS/HER RESPONSIBILITY TO GET POWER TO LOT.

Signature of Electric Company Official [signature]

Title Right of Way Agent **Date** 7/1/14

GAS UTILITY SERVICE ACKNOWLEDGEMENT:

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

A. **Adequate service is currently available to the subject property**
B. **Adequate service is not currently available, but arrangements have been made to provide it**
C. **Adequate service is not currently available, and arrangements have not been made to provide it**
D. **Need easement(s) within subject property**

Name of *Gas Service Provider* N/A

Applicable Utility Service Code(s) _____

Comments/Conditions _____

Signature of Gas Company Official _____

Title _____ **Date** _____

File #: PC-14-23_04, **Version:** 1

AGENDA CAPTION:

PC-14-23_04 (San Marcos Business Park Replat) Hold a public hearing and consider a request by Ramsey Engineering, LLC, on behalf of WMSS Joint Venture, for approval of a replat of 2.52 acres, more or less, being Lot 2-A, San Marcos Business Park, Section One, establishing lots 2-B and 2-C.

Meeting date: 09/09/2014

Department: Development Services

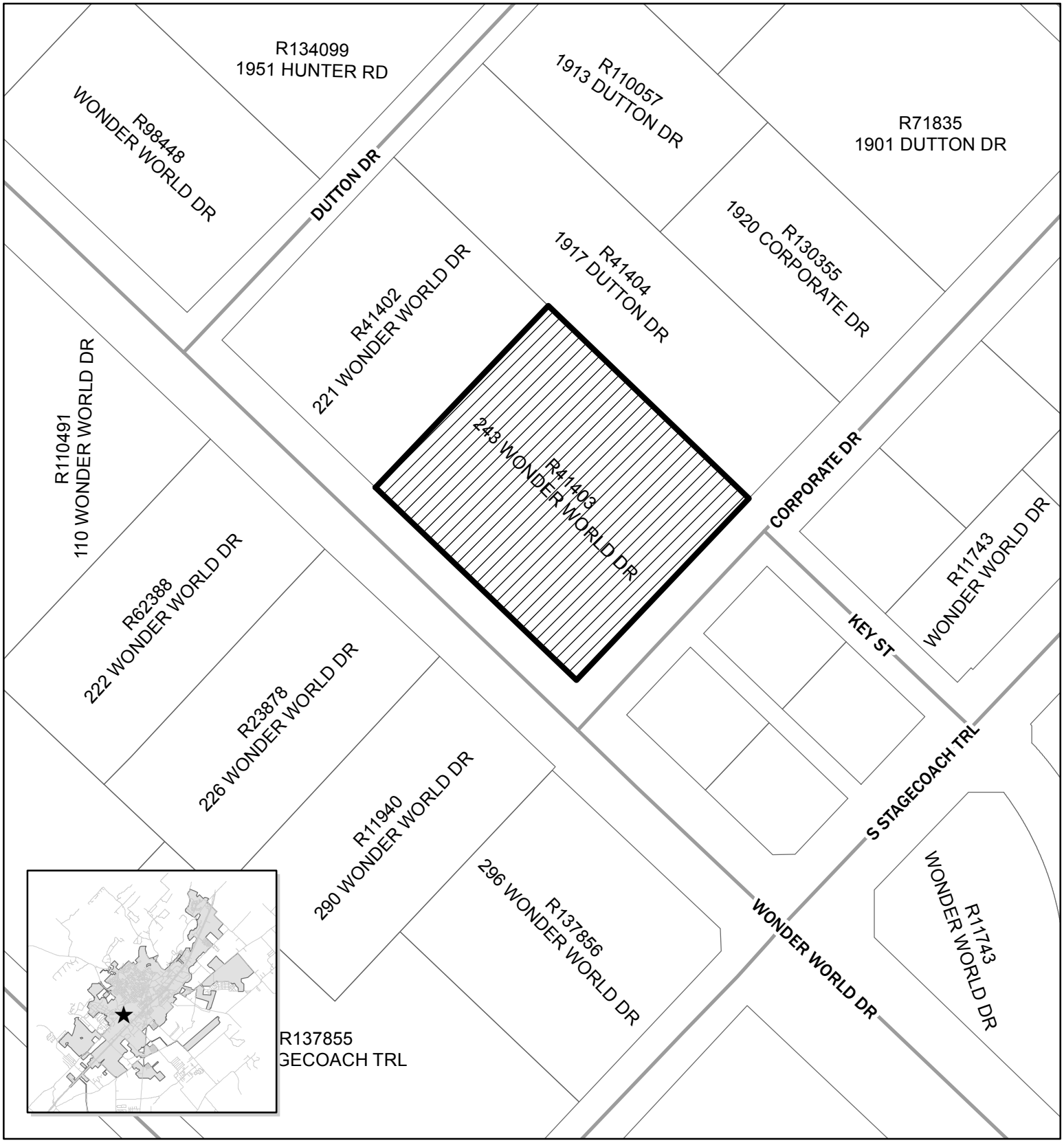
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL: Community Wellness/ Strengthen the Middle Class

BACKGROUND:

The applicant is proposing to replat an existing lot into 2 lots which will front Wonderworld Drive and Corporate Drive. Both proposed lots have access to water, wastewater, and electric services from the City of San Marcos. An access easement is provided on the plat to allow both properties to utilize an existing drive on Wonderworld Drive.

Staff recommends **approval** of this plat.



PC-14-23_04
San Marcos
Business Park
Final Plat
Map Date: 8/26/2014

Site Location

0 100 200 400 Feet

N

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

PC-14-23_04, Replat
Lot 2-A, Block 1, San Marcos Business Park Section 1

Applicant Information:

Applicant: Ramsey Engineering, LLC
3206 Yellowpine Terrace
Austin, TX 78757

Property Owner: WMSS Joint Venture
601 Snyder Hill Rd
San Marcos, TX 78666

Notification: Notice published in the August 24, 2014 San Marcos Daily Record

Type & Name of Subdivision: Replat of Lot 2-A, Block 1, San Marcos Business Park Section 1

Subject Property:

Summary: This is a replat of Lot 2-A, Block 1, San Marcos Business Park Section 1. The proposed subdivision will create 2 lots with frontage on Wonderworld Drive. One lot will also have frontage on Corporate Drive.

Traffic / Transportation: The road infrastructure was installed after the original subdivision plat was recorded.

Utility Capacity: The City of San Marcos provides water, wastewater, and electric service to the site.

Parks proposal: Not required

Zoning: GC – General Commercial

Surrounding Zoning and Land use:

	Current Zoning	Existing Land Use
N of Property	GC	Retail Strip
W of Property	GC	Bank
S of Property	LI	Bus Barn
E of Property	T5	Bank / Retail

Planning Department Analysis:

The applicant is proposing to replat an existing lot into 2 lots which will front Wonderworld Drive and Corporate Drive. Both proposed lots have access to water, wastewater, and electric services from the City of San Marcos. An access easement is provided on the plat to allow both properties to utilize an existing drive on Wonderworld Drive.

Staff has reviewed the request and finds the proposed replat meets all criteria of 1.6.8.5 of the Land Development Code.

Planning Department Recommendation	
x	Approve as submitted
	Approve with conditions or revisions as noted
	Alternative
	Denial

The Commission's Responsibility:

The Commission is charged with making the final decision regarding this proposed Subdivision Replat. The City charter delegates all subdivision platting authority to the Planning and Zoning Commission. The Commission's decision on platting matters is final and may not be appealed to the City Council. Your options are to approve, disapprove, or to statutorily deny (an action that keeps the applicant "in process") the plat.

Prepared By:

Name	Title	Date
Tory Carpenter, CNU-A	Planner	September 2, 2014

RAMSEY ENGINEERING

Ramsey Engineering, LLC
Civil Engineering - Consulting
TBPE Firm No. F-12606

3206 Yellowpine Terrace
Austin, Texas 78757
Cell: 512-650-6800
ramsey-eng@att.net

July 28, 2014

Mr. Matthew Lewis, Director
City of San Marcos
Planning & Development Services Department
630 E. Hopkins Street
San Marcos, Texas 78666

RE: Plat Application for Re-Plat of Lot 2-A of Re-Plat of Lots 1-A and 2-A,
Block 1, San Marcos Business Park Section 1
Wonder World Drive at Corporate Drive
Project No. 14-008-11

Dear Mr. Lewis:

Please accept this cover letter with attachments for the referenced re-plat application. Attached please find the following:

1. Plat Application;
2. Plat Review Fee Check for $886.00 ($750.00 + $50/acre x 2.52 acres + $10.00 Technology Fee;
3. 2013 Paid Tax Certificate;
4. Proof of Ownership Deed; and
5. TIA Threshold Worksheet

The original subdivision for the affected lots did contain two (2) lots. They were subsequently replatted to one lot. Consequently, the purpose of this re-plat is to return the number of lots back to the original number of two.

We request to be placed on the September 9, 2014 Planning & Zoning Commission Meeting agenda for approval action. We trust you will find this application submittal to be complete and satisfactory. Please let us know if you need anything else.

Sincerely,

Stephen Ramsey

Stephen Ramsey, P.E.
Manager/President

PC- 14-23-04

City of San Marcos
SUBDIVISION PLAT APPLICATION

	APPLICANT	PROPERTY OWNER
Name	Ramsey Engineering, LLC	WMSS JOINT VENTURE
Mailing Address	3206 Yellowpine Terrace	601 Snyder Hill Road
	Austin, Texas 78757	San Marcos, Texas 78666
Daytime Phone	512-650-6800	512-757-1969
Email Address	ramsey-eng@att.net	Deb1.wallis@gmail.com

AGENT ACKNOWLEDGEMENT STATEMENT:

I Jack Wesley Wallis **acknowledge that I am the rightful owner of the property proposed for subdivision and hereby authorize** Ramsey Engineering, LLC **to serve as my agent to file this application and to work with the Responsible Official on my behalf during the subdivision platting process.**

Signature of Property Owner: Jack Wesley Wallis

Printed Name: **Date:** 7/21/2014

Signature of Agent: Stephen Ramsey

Printed Name: Stephen Ramsey, P.E. **Date:** 7/15/14

Subdivision Plats

- ☐ Subdivision Concept Plat
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat

Development Plats

- ☐ Preliminary Development Plat
- ☐ Final Development Plat

- ☐ Variance Section _____
- ☐ Plat Vacation Accompanying _____

Minor Subdivision Plats (for Administrative Approval)

- ☐ Minor Subdivision Plat

Revisions to Recorded Plats (for Administrative Approval) ☐ Amending Plat

- ☒ Replat without Vacation

SUBJECT PROPERTY

Subdivision Name: Re-Plat of Lot 2-A of Re-Plat of Lots 1-A and 2-A, Block 1, San Marcos Business Park, Section 1

Address or General Location: Wonder World Drive at Corporate Drive

Proposed Number of Lots: 2 **Acres:** 2.517

Appraisal District Tax ID: R41403

Located In

- ☒ City Limits
- ☐ S.M. River Corridor
- ☐ ETJ* - Please circle county: *Caldwell Comal Guadalupe Hays*
- ☐ Planned Development District

Proposed Use of Land Commercial

**Subdivision plat applications for land in the ETJ may be subject to additional requirements and review as defined by the Interlocal Agreement for the respective county.*

SUBDIVISION IMPROVEMENT AGREEMENT

Whenever public improvements to serve the development are deferred until after Final Subdivision Plat or Final Development Plat approval, the property owner shall enter into a Subdivision Improvement Agreement by which the owner covenants to complete all required public improvements no later than two years following the date upon which the Final Subdivision Plat or Final Development Plat is approved.

- ☐ **I will complete all required public improvements prior to the Final Subdivision Plat or Final Development Plat.**
- ☐ **I wish to defer installation of public improvements and will complete a Subdivision Improvement Agreement with the City.**

N/A

Signature: _____

Printed Name: _____ **Date:** _____

ELECTRIC UTILITY SERVICE ACKNOWLEDGEMENT:

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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B. Adequate service is not currently available, but arrangements have been made to provide it
C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Electric Service Provider* SMEU

Applicable Utility Service Code(s) A, D

Comments/Conditions Will need 20' U.E on Wonderworld Drive and 15' UE all around the property.

Signature of Electric Company Official [signature]

Title Electric Eng Tech **Date** 7/17/14

GAS UTILITY SERVICE ACKNOWLEDGEMENT:

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Name of *Gas Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

Signature of Gas Company Official _____

Title _____ **Date** _____

ELECTRIC UTILITY SERVICE ACKNOWLEDGEMENT:

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D. Need easement(s) within subject property

Name of *Electric Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

Signature of Electric Company Official _____

Title _____ **Date** _____

GAS UTILITY SERVICE ACKNOWLEDGEMENT:

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D. Need easement(s) within subject property

Name of *Gas Service Provider* Center Point Energy

Applicable Utility Service Code(s) A

Comments/Conditions _____

Signature of Gas Company Official W. Jerschke

Title Op Supervisor **Date** 7-16-14

Replat of Lot 2-A SM Business Park

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
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D. Need easement(s) within subject property

Name of *Water Service Provider* City of San Marcos

Applicable Utility Service Code(s) A

Comments/Conditions _____

Signature of Water Utility Official: Tony Salinas

Title: Water Dist Manager **Date:** July 21, 2014

Name of *Wastewater Service Provider* _____

Applicable Utility Service Code(s) _____

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions _____

Signature of City or County Wastewater Official: _____

Title: _____ **Date** _____

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
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Name of *Telephone Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

Signature of Telephone Company Official _____

Title: _____ **Date** _____

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

San Marcos Business Park Section 1, Wonderworld & Corporate Dr.

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
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Name of *Water Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Water Utility Official: _____

Title: _____ **Date:** _____

Name of *Wastewater Service Provider* City of San Marcos

Applicable Utility Service Code(s) A

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions Main line extension + service taps required

Signature of City or County Wastewater Official: Lloyd Juarez

Title: Wastewater Coll. Mgr **Date** 7-23-14

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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D. Need easement(s) within subject property

Name of *Telephone Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Telephone Company Official _____

Title: _____ **Date** _____

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

Lots 1A + 2A San Marcos Business Pk

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:
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D. Need easement(s) within subject property

Name of *Water Service Provider* _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

_____

Signature of Water Utility Official: _____

Title: _____ Date: _____

Name of *Wastewater Service Provider* _____

Applicable Utility Service Code(s) _____

OR, the use of either 1) _____ a private wastewater treatment system, or 2) _____ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions _____

Signature of City or County Wastewater Official: _____

Title: _____ Date _____

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:
Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

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C. Adequate service is not currently available, and arrangements have not been made to provide it
D. Need easement(s) within subject property

Name of *Telephone Service Provider* CenturyLink Inc.

Applicable Utility Service Code(s) A

Comments/Conditions _____

_____

Signature of Telephone Company Official Kenny Zell

Title: Plant Facilities Supv Date 7-17-14

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

- ☒ Complete application
- ☒ Required fees $ 886.00 *(see next page for Fee Schedule)*
- ☒ All legislative requirements complete
- ☒ Proof of record ownership *(recorded deed corresponds to ownership indicated on tax certificate)*
- ☒ Current tax certificate *(must show prior year taxes paid by January 31st of current year)*
- N/A ☐ Names and addresses of property lien-holders
- ☒ One digital copy of submittal materials including CAD file
- ☒ Five 18"x24" hard copies of plat document*

I hereby affirm that if I am not the property owner of record, or if the applicant is an organization or business entity, I have been authorized to represent the owner, organization, or business in this application. I certify the preceding information is complete and accurate, and it is understood that I or another representative should be present at all meetings concerning this application.

Signature of Applicant: Stephen Ramsey, P.E.

Printed Name: Stephen Ramsey, P.E. **Date**: 7/15/14

*Plats in the ETJ may require additional hard copies.

ADDITIONAL REQUIREMENTS:

Subdivision Concept Plats:

- N/A ☐ Watershed Protection Plan (Phase 1)
- N/A ☐ Residential compatibility site plan (where applicable)
- N/A ☐ Cluster development plan (where applicable)

Preliminary Subdivision Plats or Preliminary Development Plats

- N/A ☐ Approved Watershed Protection Plan Phase I (can be submitted concurrently)
- N/A ☐ Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

Final Subdivision or Final Development Plats:

- N/A ☐ Preliminary Plat (where applicable)
- N/A ☐ Approved Watershed Protection Plan Phase II and approved Public Improvement Construction Plan by the Director of Engineering (can be submitted concurrently).
- N/A ☐ Subdivision Improvement Agreement and surety if public facility construction was deferred.
- ☒ Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential) .
  Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

Minor Subdivision Plats:

Minor subdivisions plats must meet the following qualifications:

- ☐ Proposed subdivision results in 4 or fewer lots
- ☐ All lots front onto an existing public street and construction or extension of a street or alley is not required or is considered a minor extension by Director of Engineering.
- ☐ Extension of municipal facilities is not required or the installation of utilities is considered a minor extension by the Director of Engineering.
- ☐ Approved WPP Phase II is required if land is located within the Edwards Aquifer Recharge Zone, within a designated stream or river corridor, or if the land contains floodplain, floodway or a waterway as defined by the LDC.

Amending Plats and Replats:

- ☒ Detailed description of the purposes and circumstances that warrant change of the recorded plat identifying all lots, easements or improvements affected by the proposed change.

Fee Schedule

For Plats Located Inside/Outside of the City Limits	
Subdivision Minor Plat / Amending Plat	$400 plus $100 per acre (max $1000) + $10.00 Technology Fee
Concept Plan	$750 plus $50 acre (max $2000) + $10.00 Technology Fee
Preliminary Plat	$750 plus $50 acre (max $2000) + $10.00 Technology Fee
Final Plat	$1000 plus $100 acre (max $2500) + $10.00 Technology Fee
Replat, not administrative	$750 plus $50 acre (max $2000) + $10.00 Technology Fee
Vacation of Previously Recorded Plat	$150 + $10.00 Technology Fee
Subdivision Variance Request	$600 + $10.00 Technology Fee
Cluster Development Plan	$25 per acre ($100 min / $1500 max) + $10.00 Technology Fee

STAFF USE ONLY:

Submittal Date: 7/28 **5 Business Days from Submittal:** 8/4

Completeness Review By: MH **Date:** 7/28

Contact Date for Supplemental Info: _____

Supplemental Info Received (required within 5 days of contact): _____

Application Returned to Applicant: _____

Application Accepted for Review: _____ **Fee:** _____

Comments Due to Applicant _____

Date for Plat Resubmittals _____

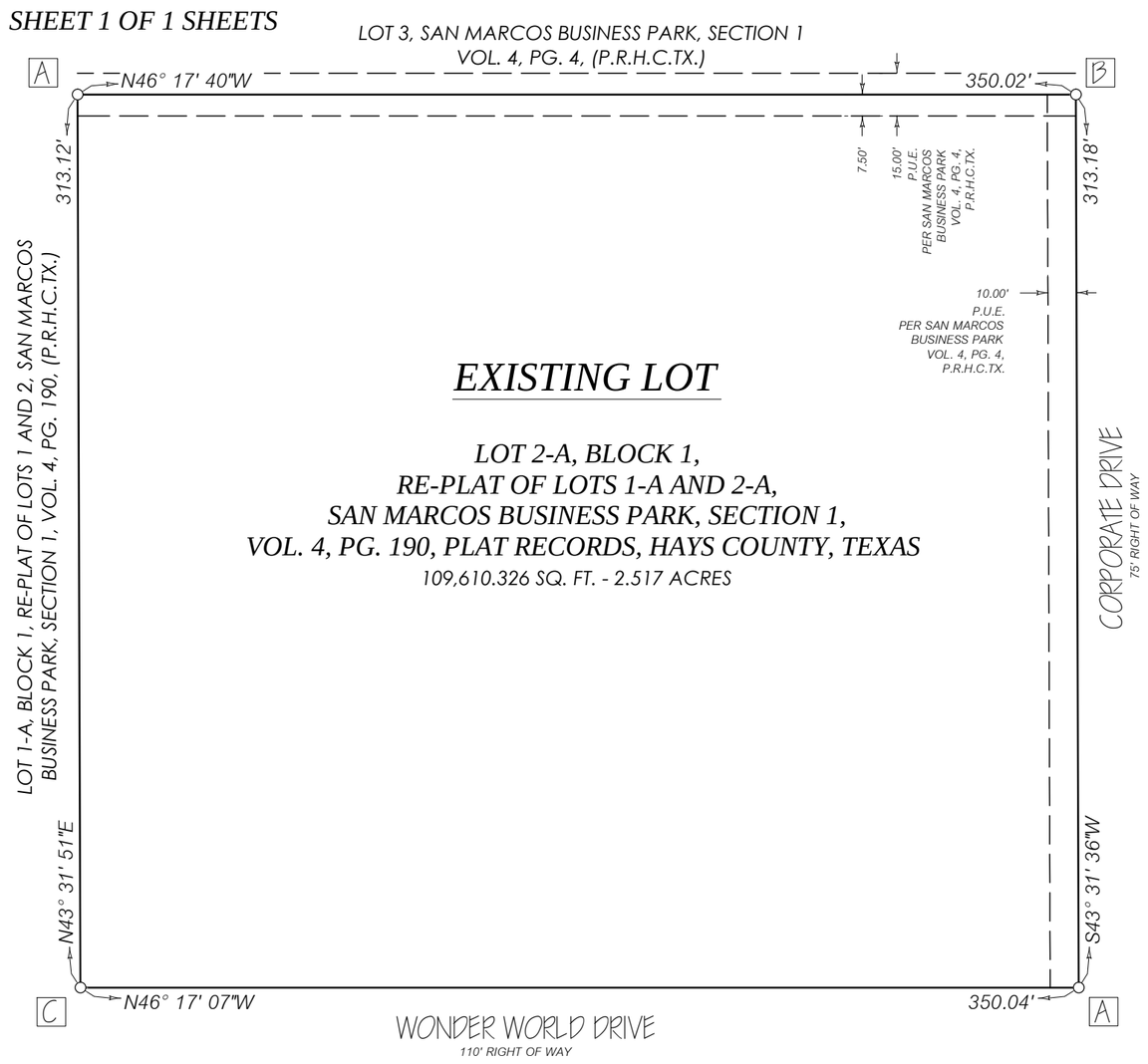
Date of Planning and Zoning Commission Meeting: _____

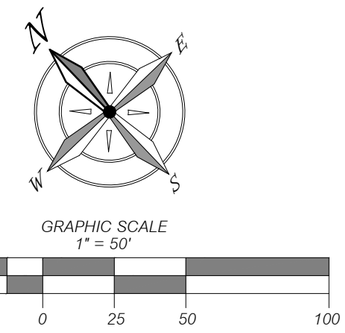
30 Day: 8/27

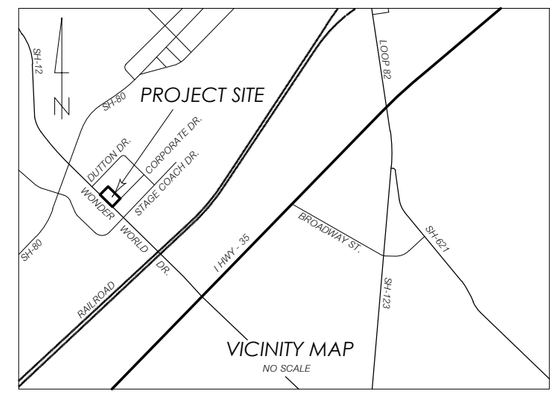
SHEET 1 OF 1 SHEETS

RE-PLAT OF LOT 2-A OF RE-PLAT LOTS 1-A AND 2-A, BLOCK 1, SAN MARCOS BUSINESS PARK, SECTION 1

2.517 ACRES IN THE CITY OF SAN MARCOS HAYS COUNTY, TEXAS







MONUMENT LEGEND / NOTES:

○ = FOUND MONUMENT AS DESCRIBED.

● = 5/8" IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING" TO BE SET UPON APPROVAL.

A FOUND IRON ROD W/ CAP STAMPED "BYRN SURVEYING", FLUSH.

B FOUND SCRIBED "+", ON CONCRETE DRAINAGE CHANNEL.

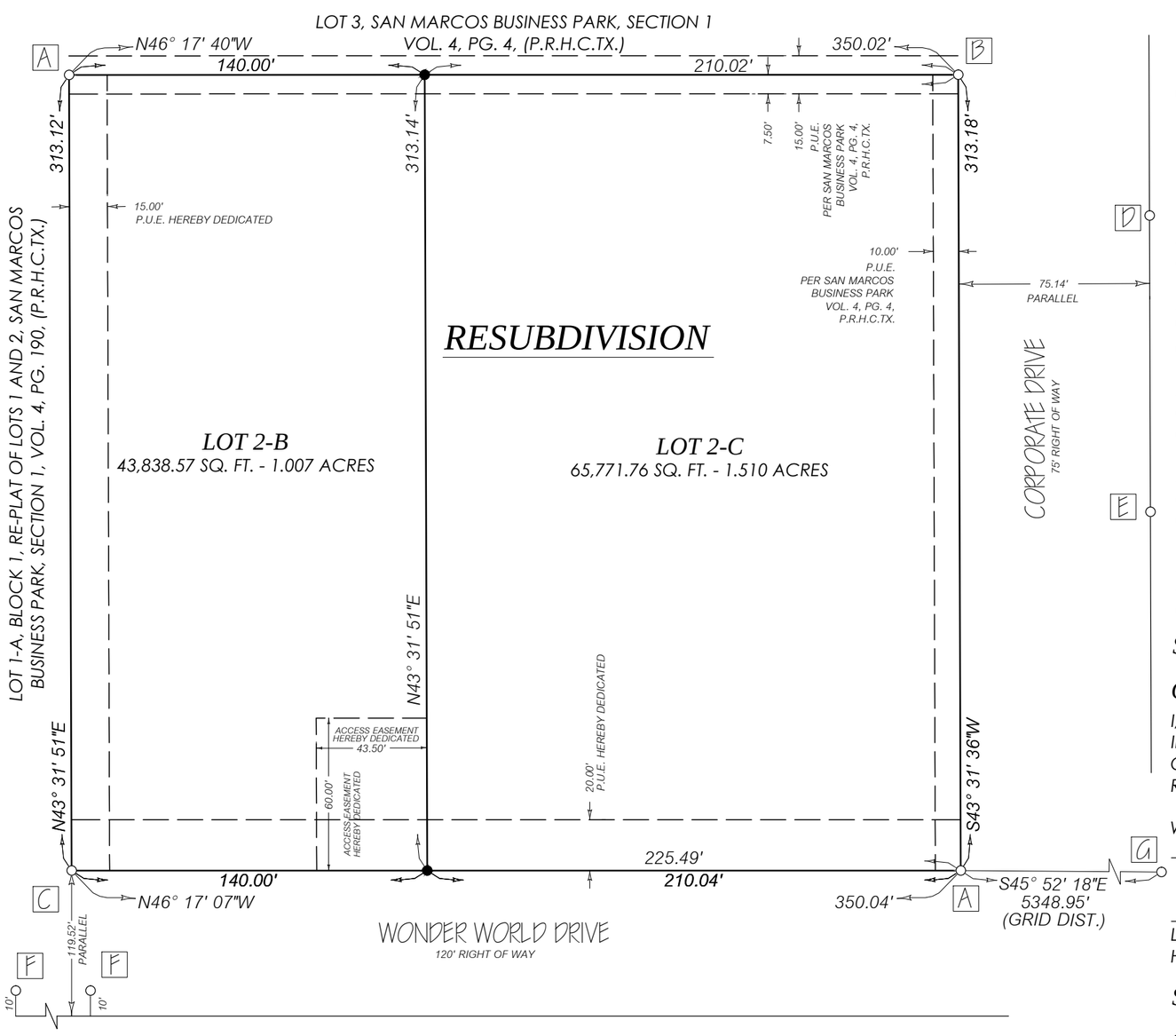
C FOUND IRON ROD WITH ALUMINUM CAP, ILLEGIBLE, DOWN 8".

D FOUND IRON ROD WITH CAP STAMPED "DOUCET & ASSOCIATES", FLUSH.

E FOUND MAG NAIL WITH WASHER STAMPED "DOUCET & ASSOCIATES", FLUSH.

F FOUND 1/2" IRON ROD, DOWN 4", PER LOT 1, DURHAM ADDITION, VOL.6, PG.348, P.R.H.C.TX.

G FOUND CITY OF SAN MARCOS GPS CONTROL POINT NO. 16



FLOOD PLAIN NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48209C0477F, DATED SEPTEMBER 02, 2005, THIS TRACT FALLS WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN).

GENERAL NOTES:

1. SIDEWALKS ARE REQUIRED AT THE TIME OF SITE DEVELOPMENT.
2. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

CITY OF SAN MARCOS CERTIFICATE OF APPROVAL:

D

APPROVED AND AUTHORIZED TO BE RECORDED ON THE _____ DAY OF _____, 20___ BY THE CHAIR OF PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

_____
CHRIS WOOD, CHAIRMAN DATE
PLANNING AND ZONING COMMISSION

_____
FRANCIS SERNA DATE
RECORDING SECRETARY

E

_____
LAURIE MOYER, P.E. DATE
DIRECTOR OF ENGINEERING AND CAPITAL IMPROVEMENT

_____
MATTHEW LEWIS, CNU-A DATE
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES

STATE OF TEXAS §
COUNTY OF HAYS § KNOWN BY ALL MEN PRESENTS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 2014, A.D., AT _____ O'CLOCK __. M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK ____, PAGE(S) _____.

G

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE _____ DAY OF _____, 2014, A.D.

_____
LIZ GONZALEZ, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS § KNOWN BY ALL MEN PRESENTS

OWNER'S CERTIFICATION:

THAT THE UNDERSIGNED, WMSS JOINT VENTURE, OWNER OF LOT 2-A, RESUBDIVISION OF LOTS NOS. ONE (1) AND TWO (2), SAN MARCOS BUSINESS PARK, SECTION ONE (1), OF HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 4, PLAT RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN AS DOCUMENT NO. 385770, RECORDED IN VOL. 1172 PG. 289, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY RE-SUBDIVIDE SAID LOT 2-A TO BE KNOWN AS LOTS 2-B AND 2-C OF "RE-PLAT OF LOT 2-A OF SAN MARCOS BUSINESS PARK, SECTION ONE (1), AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED AND NOT RELEASED.

_____
JACK WESLEY WALLIS, GENERAL PARTNER DATE
WMSS JOINT VENTURE
601 SNYDER HILL ROAD, SAN MARCOS, TEXAS 78666

STATE OF _____ §
COUNTY OF _____ § KNOWN BY ALL MEN PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, _____, AUTHORIZED AGENT OF BUDA LAND, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2014, A.D.

_____
NOTARY PUBLIC DATE
IN AND FOR THE STATE OF _____

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

SURVEYORS NOTE:

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

ENGINEER'S CERTIFICATION:

I, STEPHEN RAMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____
STEPHEN RAMSEY DATE
TEXAS REGISTRATION NO. - P.E. 47970
RAMSEY ENGINEERING, LLC., TBPE FIRM NO.: F-12606
3206 YELLOWPINE TERRACE, AUSTIN, TEXAS 78757

SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
SCOTT A. HAHN DATE
TEXAS REGISTRATION NO. 6375
SPOT ON SURVEYING
130 WILD WIND CV.
BUDA, TX. 78610
TBPLS FIRM NO.: 10193894

STATE OF TEXAS REGISTERED SCOTT A. HAHN 6375 PROFESSIONAL LAND SURVEYOR

File #: CUP-14-26, **Version:** 1

AGENDA CAPTION:
CUP-14-26 (Eskimo Hut) Hold a public hearing and consider a request by The Choi Group, LLC, for a new Conditional Use Permit to allow the sale of beer and wine for on-premise consumption for a restaurant establishment at 1101 Thorpe Lane.

Meeting date: 9/9/2014

Department: Planning and Development Services

Funds Required: NA
Account Number: NA
Funds Available: NA
Account Name: NA

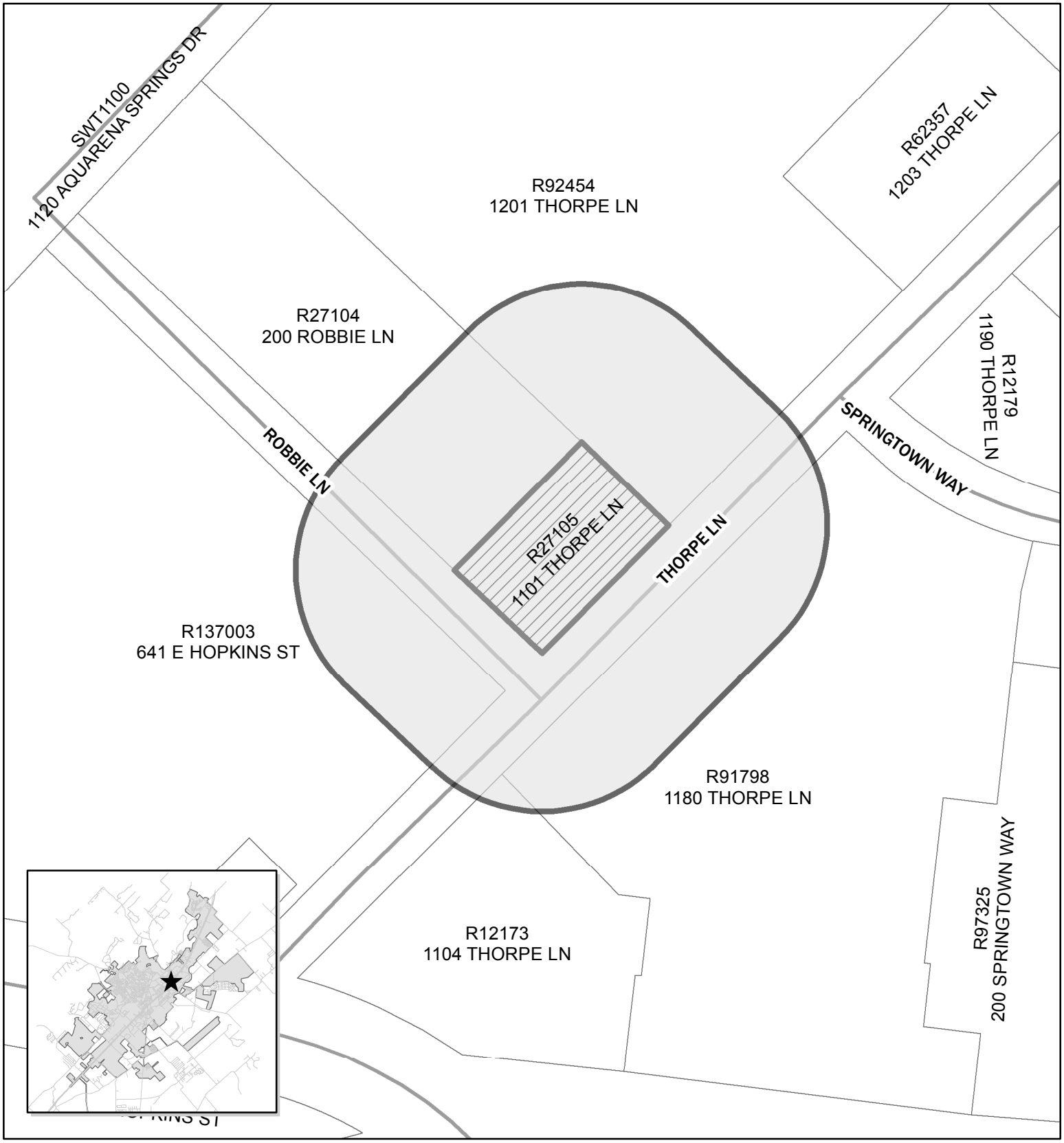
CITY COUNCIL GOAL: Community Wellness/Strengthen the Middle Class

BACKGROUND:
The proposed use would be located in a suite at 1101 Thorpe Lane, near the HEB, and provide beer, wine, and sandwiches for both on-premise and off-premise consumption.

This CUP is for the relocation of an existing business moving from the Downtown district to the Midtown district. The property is bounded by Commercial and Multifamily uses.

Staff has reviewed this request for compliance with the Land Development Code and has found that the request is consistent with the policies and general intent of the zoning district and does not generate pedestrian or vehicular traffic which is hazardous or conflicts with existing traffic and recommends **approval** with the following conditions.

1. **The permit shall be valid for one (1) year, provided standards are met, subject to the point system;**
2. **The permit shall be effective upon issuance of the Certificate of Occupancy; and**
3. **The permit shall be posted in the same area and manner as the Certificate of Occupancy.**



CUP-14-26
Eskimop Hut
Map Date: 8/27/2014

CUP-14-26 Buffer
CUP-14-26

0 75 150 300 Feet

N

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

CUP-14-26
Conditional Use Permit
Eskimo Hut
1101 Thorpe Lane

Applicant Information:

Applicant: The Choi Group, LLC.
c/o Andrew and Angela Choi

Mailing Address: 10402 Tweedsmuir Dr
Austin, TX 78750

Property Owner: VGZ Group, LLC
100 N Edward Gary, Suite A
San Marcos, TX 78666

Applicant Request: New request for a Conditional Use Permit (CUP) to allow the on-premise consumption of beer and wine.

Public Hearing Notice: Public hearing notification was mailed on 8/29/2014

Response: None

Subject Property:

Expiration Date: N/A

Location: 1101 Thorpe Lane Suite D

Legal Description: Englebrook Unit 1, Block 2, Lot 2

Frontage On: Thorpe Lane

Neighborhood: Midtown

Existing Zoning: GC

Intensity Zone: High Intensity

Utilities: Sufficient

Existing Use of Property: Various Retail/Restaurant

Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of property	MF-24	Apartments
S of property	GC	Various Retail/Restaurant
E of property	MF-12	Government Housing
W of property	GC	HEB/Retail

Code Requirements:

A Conditional Use Permit (CUP) allows the establishment of uses which may be suitable only in certain locations or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are generally compatible with permitted uses, but require individual review and imposition of conditions in order to ensure the appropriateness of the use at a particular location.

A business applying for on-premise consumption of alcohol must not be within 300 feet of a church, school, hospital, or a residence located that restricts density to 6 or less units per acre. This location **does** meet the distance requirements.

CUPs issued for on-premise consumption of alcohol make the business subject to the code standards and the penalty point system for violations (Section 4.3.4.2).

Case Summary

The Eskimo Hut is a convenience store that has been located at 216 N Edward Gary, outside of the Central Business Area. The Commission recently approved a renewal of the CUP in February of 2014 for the duration of three years. However, the owners have decided to relocate the business to 1101 Thorpe Lane Suite D, in the Midtown District. This business has traditionally operated a drive-thru facility that will no longer be available at the new location.

The proposed location is located adjacent to two tracts of land zoned Multifamily. One tract is zoned MF-24 and contains apartments. The other is MF-12 and contains subsidized housing. While the 300 foot minimum distance requirement is not required by code, staff measured the door to door distance between the proposed location and the nearest unit and it exceeded the three hundred foot distance requirement.

The gross floor area is 1,100 square feet, and there are eight off-street parking spaces. The application indicates that the seating capacity is 12. The application indicates the hours of operations from 11 a.m. to 11 p.m. on weeknights, 11 a.m. to midnight Friday and Saturday, and 11 a.m. to 10 p.m. on Sunday. The application states that the proposed entertainment will be television and recorded music.

Comments from Other Departments:

Police, Health, Building, Engineering, and Code Enforcement have not reported major concerns regarding the subject property.

Planning Department Analysis:

Staff has reviewed the request for compliance with the Land Development Code and SmartCode and it appears that the request is consistent with the policies and the general intent of the zoning district and does not generate pedestrian or vehicular traffic which is hazardous or conflicts with existing traffic.

In order to monitor new permits for on-premise consumption of alcohol, the Planning Department's standard recommendation is that they be approved initially for a limited time period. Other new conditional use permits have been approved as follows:

- Initial approval for 1 year;
- Renewal for 3 years;
- Final approval for the life of the State TABC license, provided standards are met.

Staff provides this request to the Commission for your consideration and recommends approval of the Conditional Use Permit with the following conditions:

1. **The permit shall be valid for one (1) year, provided standards are met, subject to the point system;**
2. **The permit shall be effective upon issuance of the Certificate of Occupancy; and**
3. **The permit shall be posted in the same area and manner as the Certificate of Occupancy.**

Planning Department Recommendation:	
	Approve as submitted
X	Approve with conditions or revisions as noted
	Alternative
	Denial

Commission's Responsibility:

The Commission is required to hold a public hearing and receive comments regarding the proposed Conditional Use Permit. After considering public input, the Commission is charged with making a decision on the Permit. Commission approval is discretionary. The applicant, or any other aggrieved person, may submit a written appeal of the decision to the Planning Department within 10 working days of notification of the Commission's action, and the appeal shall be heard by the City Council.

The Commission's decision is discretionary. In evaluating the impact of the proposed conditional use on surrounding properties, the Commission should consider the extent to which the use:

- is consistent with the policies of the Master Plan and the general intent of the zoning district;
- is compatible with the character and integrity of adjacent developments and neighborhoods;
- includes improvements to mitigate development-related adverse impacts; and
- does not generate pedestrian or vehicular traffic which is hazardous or conflicts with existing traffic in the neighborhood.

Conditions may be attached to the CUP that the Commission deems necessary to mitigate adverse effects of the proposed use and to carry out the intent of the Code.

Prepared by:

Will Parrish	Planning Technician	9/2/14
Name	**Title**	**Date**

CUP-14-26

City of San Marcos

CONDITIONAL USE PERMIT APPLICATION
To Allow On-Premise Consumption of Alcoholic Beverages
Outside the Central Business Area

LICENSE INFORMATION

Trade Name of Business: Eskimohut

Application is filed by:

☐ Individual ☐ Partnership ☐ Corporation ☒ Other: LLC

Name of Individual or Entity: The Choi Group LLC **Phone Number:** 512-924-1386

Mailing Address: 10402 Tweedsmuir Dr. Austin, Tx 78750

Email Address: andrewchoi1098@gmail.com

Type of Permit Requested: ☐ Mixed Beverage ☒ Beer & Wine ☐ Other: _____

PROPERTY

Street Address: 1101 Thorpe Lane, Suite D **Current Zoning:** _____

Legal Description: Lot _____ Block _____ Subdivision _____

Tax ID Number: R_____

Property Owner's Name: VGZ Group LLC **Phone Number:** 512-353-3232

Address: 100 N. Edward Gary, Suite A, San Marcos, Tx 78666

BUSINESS DETAILS

Primary Business Use: ☐ Restaurant ☐ Bar ☒ Other: Daiquiri Shop

Hours of Operation: T-Th 11am-11pm Fri-Sat 11am-12am Sun 11am-10pm

Type of Entertainment Facilities: Television/music

Indoor Fixed Seats Capacity: 12 **Outdoor Fixed Seats:** n/A

Gross Floor Area Including Outdoor Above-ground Decks: 1100 Square Feet

Number of Off-Street Parking Spaces Provided: 8

Located more than 300 feet from church, public school, hospital, low density residential? ☒ Y ☐ N

APPLICATION FOR CITY OF SAN MARCOS CONDITIONAL USE PERMIT-TABC

CUP PERMIT HISTORY *Check all that apply*

- [x] **New request**, no existing TABC CUP Permit at this location
- [ ] **Change** to existing TABC Permit. Nature of Change: _____
- [ ] **Renewal**
- [ ] **Change in name of license holder** of existing business at same location
- [ ] **Change in name of existing business** at this location

SUBMITTAL REQUIREMENTS

- Beer and Wine Permit: **$600 Application fee + $10.00 Technology Fee** (non-refundable)
- Mixed Beverage Permit: **$600 Application fee + $10.00 Technology Fee** (non-refundable)
- Change to Existing Permit/Renewal: **$300.00 fee + $10.00 Technology Fee** (non-refundable)
- **Site Plan** drawn to scale, preferably on paper no larger than 11" x 17", showing dimensions of property, locations and square footage of building(s), interior layout showing dimensions of tables, bar area, etc., number of off-street paved parking spaces, and fences buffering residential uses.
- **Copy of State TABC License Application**

I certify that this information is complete and accurate. I understand that I or a representative should be present at all meetings regarding this application.

- [ ] *I am the property owner of record; or*
- [x] *I have attached authorization to represent the owner, organization, or business in this application.*

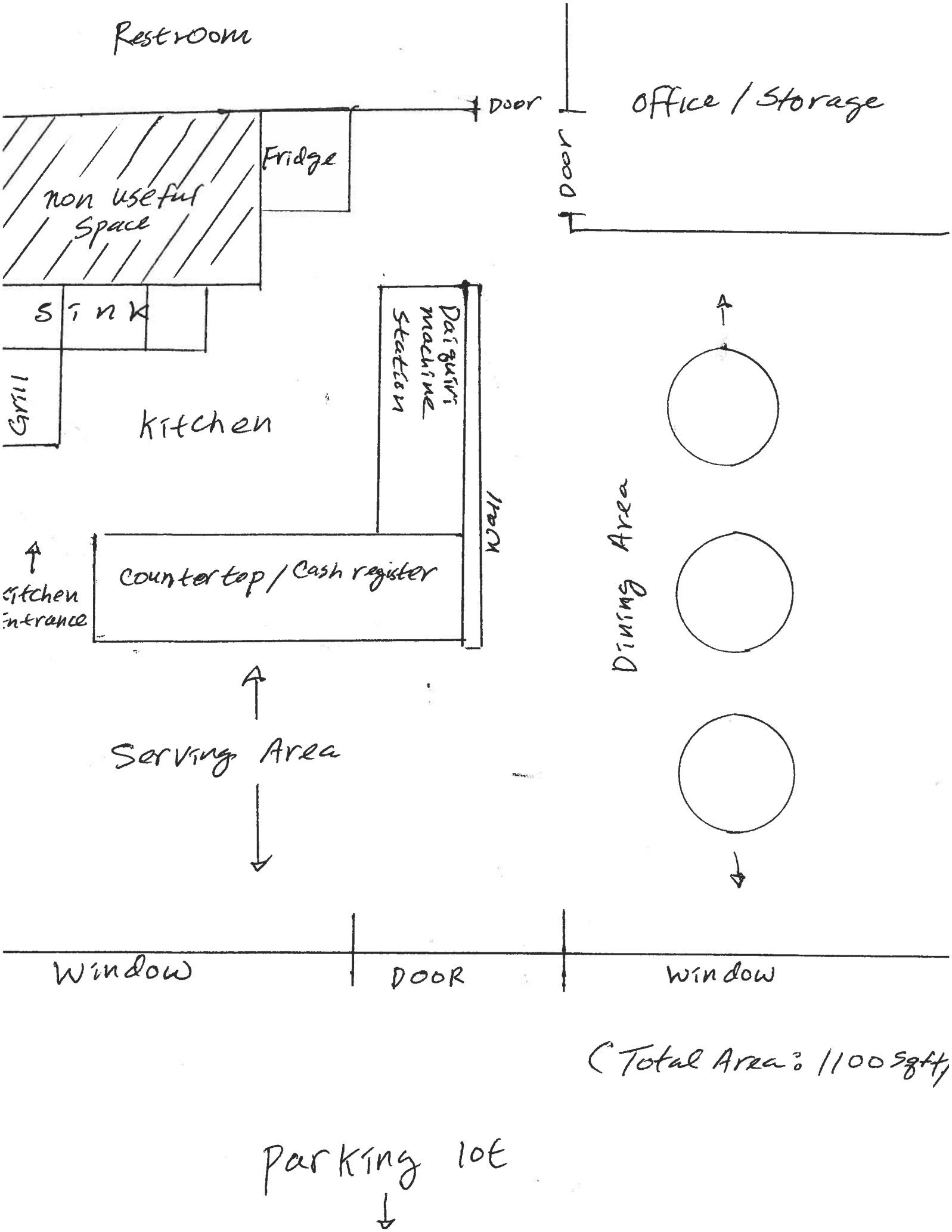
Applicant's Signature

Printed Name: Andrew G. Choi **Date:** 7/11/14

To be completed by Staff:

Meeting Date: 9/9/14 Application Deadline: 7/28/14

Accepted By: Mark Hiler Date: 7/16/14



(Total Area: 1100 sqft)

COMMERCIAL LEASE AGREEMENT

BASIC TERMS: 10 YEARS	
Effective Date:	**07/08/14**
Landlord:	**VGZ GROUP LLC**
Landlord's Address:	**100 N. EDWARD GARY, SUITE A, SAN MARCOS, TX 78666**
Tenant:	**CHOI GROUP, LCC DBA ESKIMO HUT**
Tenant's Address:	**10402 TWEEDSMUIR DRIVE, AUSTIN, TX 78750** **Cell # 512-924-1386, 2nd Cell 512/924-1387**
Guarantor:	ANDREW CHOI
Guarantor's Address:	10402 TWEEDSMUIR DRIVE, AUSTIN, TX 78750
Building:	1101 THORPE LANE, SAN MARCOS, TX 78666
Leased Premises:	SUITE D
Term:	10 YEARS
Commencement Date:	**09/01/2014**
Expiration Date:	**08/31/2024**
Base Rent:	$1690.00/ month (subject to increases as set forth in Section 4)
Security Deposit:	**$1690.00**
Tenant's Share:	17%, as determined of a fraction of the net rentable area in the Leased Premises , divided by the net rentable area in the Building
Permitted Use:	**COLD DRINKS AND DAIQUIRI, BEER AND WINE FOR ON AND OFF PREMISIS CONSUMPTION, PHILLY CHEESE STEAK SALES**

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is entered into as of the Effective Date by and between Landlord and Tenant.

1. LEASED PREMISES

Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, subject to the terms and conditions of this Lease, the Leased Premises. Upon completion of Landlord's Work, Tenant will examine and accept the Premises in its then- present condition, "AS IS, WHERE IS, WITH ALL FAULTS." TENANT HEREBY AGREES AND ACKNOWLEDGES THAT TENANT'S ACCEPTANCE OF POSSESSION SHALL BE DEEMED CONCLUSIVE EVIDENCE THAT TENANT HAS AGREED TO TAKE THE PREMISES ON AN "AS-IS" BASIS, AND LANDLORD MAKES NO WARRANTY, GUARANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMED.

2. TERM

Tenant hereby agrees to lease the Leased Premises for the entire Term beginning of the Commencement Date and ending on the Expiration Date

3. USE

Tenant agrees not to use the Leased Premises for any purpose other than the Permitted Use, unless agreed by Landlord in writing.

Notary Public State of Texas

James T. Hanson Jr.

Print Name of Notary

My Commission Expires: 8/6/14

Exhibit D

Landlord Work Letter

1. Removal of the entire wall to the left of entry door and the entire short wall in the front of suite immediately in front of the front door.
2. Repair of all the walls including retexturing and painting.
3. Installation of plank vinyl in all areas of the suite except the right front room with black vinyle tiles.
4. There are two cabinets in the premises at the time this lease is signed, Landlord will remove the smaller cabinet and old bulbs and boxes.

Exhibit E

Tenant Work Letter

1. Plumbing work to extend water and waste water for sinks and gas if necessary in the suite to be done prior to 08/15/2014.
2. Installation of electrical lines for business use.
3. All other work necessary to prepare premises for business operations.

A. Tenant shall take possession of the property on 08/15/2014 provided Tenant Pays Security Deposit at time of execution and September Rent.

B. Landlord shall be responsible for repairing any existing electrical, plumbing, lighting, HVAC items From 08/15/2014 until 08/31/2014 provided Tenant contacts Landlord about any repairs necessary. After 08/31/2014 Tenant shall responsible for all repairs pursuant to the contract.

C. Tenant shall cooperate with other Tenants for waste management and grease waste management. Every effort will be made to avoid duplicate dumpsters on property.

09/12

Conditional Use Permit Application Checklist
To Allow On-Premise Consumption of Alcoholic Beverages Outside the Central Business Area

Provided by applicant as of date of submittal		By staff as of date of completeness review	
Completed	**Required Item**	Staff Verification	**Staff Comments**
☐	A pre-application conference with staff is recommended	☐	
☐	A completed application for Conditional Use Permit and required fees. * (see note below)	☐	
☐	A site plan *drawn to scale* showing dimensions of property, locations and square footage of building(s), number of off-street paved parking spaces, and fences buffering residential uses. * (see note below)	☐	
☒	Interior layout showing all proposed seating; kitchen and bar areas; and restroom facilities	☐	
☐	All information and illustrations necessary to show the nature of the proposed use and its effect on surrounding properties	☐	
☒	Authorization to represent the property owner, if applicant is not the owner	☐	
Any of the following pieces of information as requested by the Director of Development Services : *(see note below)			
☐	Landscaping and/or fencing of yards and setback areas and proposed changes	☐	
☐	Design of ingress and egress	☐	
☐	Off-street loading facilities	☐	
☐	Height of all structures	☐	
☐	Proposed uses	☐	
☐	The location and types of all signs	☐	
☐	Copy of State TABC License application	☐	
☐	Impervious cover or drainage issues or impacts	☐	
☐	Menu		

* For renewals, staff may accept a written statement that no changes have been made to these items if copies are available on file.

I hereby certify and attest that the application is complete and all information above is complete and hereby submitted for review.

Signed: Andrew J. Choi Date: 7/11/14

Print Name: Andrew J. Choi

☐ Engineer ☐ Surveyor ☐ Architect/Planner ☒ Owner ☐ Agent: _____

File #: CUP-14-28, **Version:** 1

AGENDA CAPTION:
CUP-14-28 (Barfish/Bar 141) Hold a public hearing and consider a request by Brian Scofield for an amendment to an existing Unrestricted Conditional Use Permit in order to expand the service area on to a 462 square foot deck/patio that would be added to the rear of the property located at 141 E Hopkins Street.
Meeting date: 9/9/2014

Department: Planning and Development Services

Funds Required: NA
Account Number: NA
Funds Available: NA
Account Name: NA

CITY COUNCIL GOAL: Community Wellness/Strengthen the Middle Class

BACKGROUND:
This request is for an expansion of an existing Unrestricted Conditional Use Permit to include an uncovered deck in the rear of the building exiting towards the alley. The proposed deck would be a 462 square foot addition. The property is surrounded by T5 zoning, which is predominantly commercial in nature, some apartments in the area.

The proposed deck is subject to the preview of the Historic Preservation Commission. The applicant has applied for and has been granted a Certificate of Appropriateness from the Commission.

Staff has reviewed the request for compliance with the Land Development Code and has found that the request is consistent with the policies and the general intent of the zoning district and does not generate pedestrian or vehicular traffic which is hazardous or conflicts with existing traffic and recommends **approval** with the following conditions.

1. **The permit shall be valid for one (1) year, provided that standards are met, subject to the point system;**
2. **The permit shall be effective upon the Approval of the Final Inspection;**
3. **The permit shall be posted in the same area and manner as the Certificate of Occupancy.**

CUP-14-28
Barfish Deck
Map Date: 8/27/2014

Legend

CUP-14-26_Buffer

CUP-14-28

0 50 100 200 Feet

N

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

CUP-14-28
Conditional Use Permit
Barfish/Bar 141
141 E Hopkins Street

Applicant Information:

Applicant: Retired Surfers Bar Inc.

Mailing Address: 141 E Hopkins Street
San Marcos, TX 78666

Property Owner: Brian Scofield
141 E Hopkins Street
San Marcos, TX 78666

Applicant Request: An amendment to an existing Conditional Use Permit (CUP) to expand the service area for the sale of mixed beverages for on-premise consumption to a new rear deck.

Public Hearing Notice: Public hearing notification was mailed on 8/29/2014

Response: None as of this date

Subject Property:

Expiration Date: **None**

Location: 141 E Hopkins

Legal Description: Original Town of San Marcos Block 20 Lot E PT of 5

Frontage On: Hopkins Street

Neighborhood: Downtown

Existing Zoning: T5

Preferred Scenario Zone: High Intensity Zone

Utilities: Adequate

Existing Use of Property: Bar

Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of property	T5	Commercial
S of property	T5	Commercial
E of property	T5	Commercial/Loft Apts
W of property	T5	Commercial

Code Requirements:

A Conditional Use Permit (CUP) allows the establishment of uses which may be suitable only in certain locations or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are generally compatible with permitted uses, but require individual review and imposition of conditions in order to ensure the appropriateness of the use at a particular location.

A business applying for on-premise consumption of alcohol must not be within 300 feet of a church, school, hospital, or a residence located within a zoning district that limits density to six units per acre or less. This location **does** meet the distance requirements.

CUPs issued for on-premise consumption of alcohol make the business subject to the code standards and the penalty point system for violations (Section 4.3.4.2). There is a limit of 14 unrestricted CUPs in the CBA at any time. An unrestricted CUP does not require food sales as a condition. Barfish/Bar 141 currently owns one of the twelve active unrestricted permits within the CBA.

Background

Barfish/Bar 141 is located on the San Marcos Square facing the Court House, at 141 E Hopkins Street. Barfish/Bar 141 was most recently approved by the City of San Marcos Planning and Zoning Commission for a lifetime unrestricted CUP in 2008, when the CUP was amended following the rebranding of the upstairs from Lucy's to Bar 141. The applicant is proposing to amend the CUP to expand the service of on-premise consumption to an outdoor deck. This deck will be located at the rear of the building where Barfish exists into the alley. The gross floor area of the new deck is approximately 462 square feet and is proposed to expand into an area previously used for the dumpster. The dumpster will be moved to an area more suitable and less visible from the street. A site plan has been provided with the request identifying the proposed changes. The Historic Preservation Commission has reviewed the plans and approved the deck. The owner did not identify any type of proposed entertainment facilities.

Comments from Other Departments:

There have been no major concerns regarding the subject property reported by other City Departments.

Planning Department Analysis:

Staff has reviewed the request for compliance with the Land Development Code and it appears that the request is consistent with the policies and the general intent of the zoning district and does not generate pedestrian or vehicular traffic which is hazardous or conflicts with existing traffic. Staff has not received any citizen comments or comments from other departments regarding this establishment. The request to expand the service area should not have any adverse effects on adjacent property owners.

In order to monitor new permits for on-premise consumption of alcohol, the Planning Department's standard recommendation is that they be approved initially for a limited time period. This business has previously been granted a lifetime CUP. However, because the deck is a new feature for this business, and this business will now have the ability to allow outdoor service, staff feels that a one year extension may be the most appropriate course of action in order to determine if there are any detrimental effects. Other new conditional use permits have been approved as follows:

- Initial approval for 1 year;
- Renewal for 3 years;
- Final approval for the life of the State TABC license, provided standards are met.

Staff recommends approval of the Conditional Use Permit with the following conditions:

1. **The permit shall be valid for one (1) year, provided standards are met, subject to the point system;**
2. **The permit shall be posted in the same area and manner as the Certificate of Occupancy; and**
3. **No speakers shall be permitted in the outdoor deck area.**

Planning Department Recommendation:	
	Approve as submitted
X	Approve with conditions or revisions as noted
	Alternative
	Denial

Commission's Responsibility:

The Commission is required to hold a public hearing and receive comments regarding the proposed Conditional Use Permit. After considering public input, the Commission is charged with making a decision on the Permit. Commission approval is discretionary. The applicant, or any other aggrieved person, may submit a written appeal of the decision to the Planning Department within 10 working days of notification of the Commission's action, and the appeal shall be heard by the City Council.

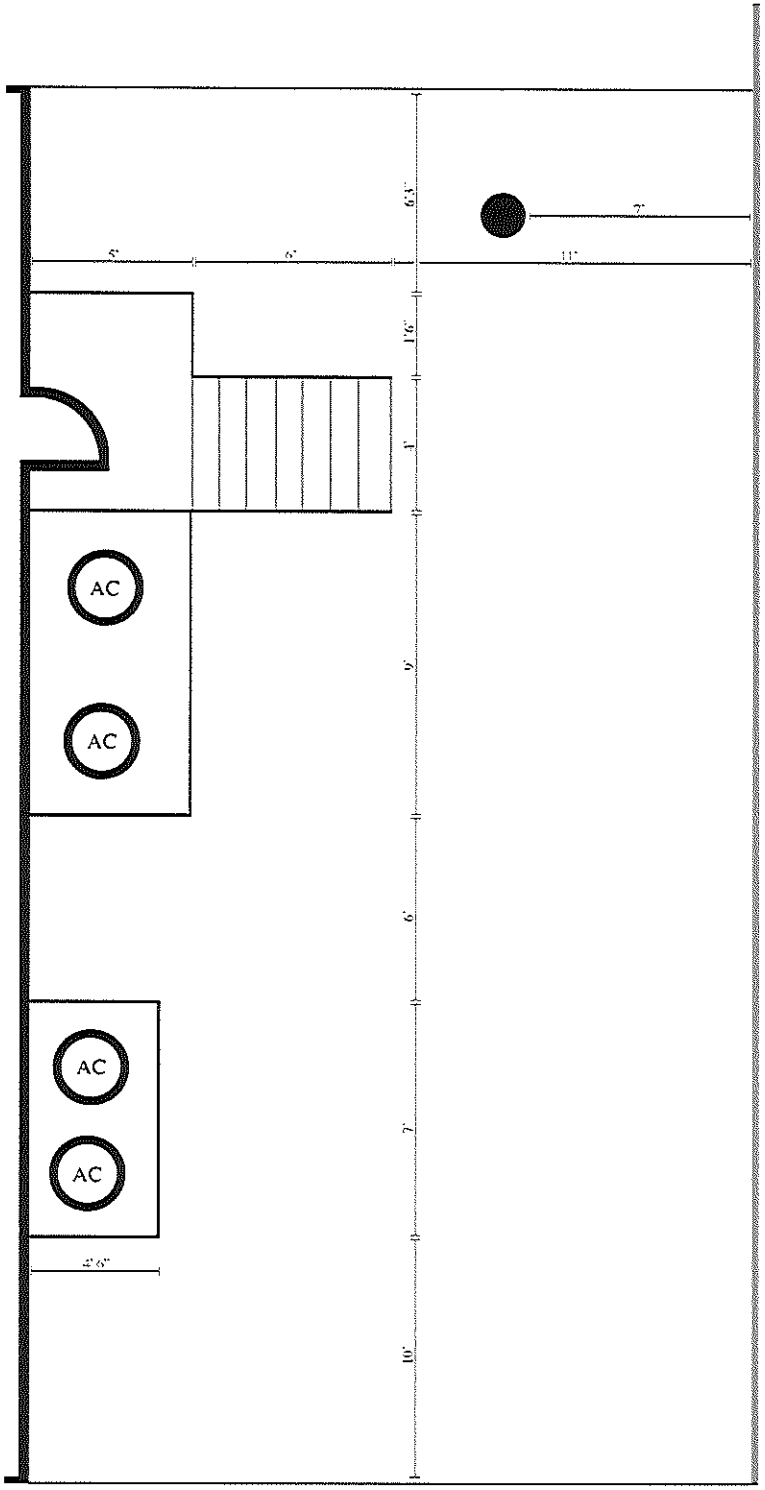
The Commission's decision is discretionary. Provided the request meets the minimum requirements of section 4.3.4.2 of the LDC, the Commission shall also evaluate the impact of the proposed conditional use on surrounding properties under section 1.5.7.5 of the LDC, by considering the extent to which the use:

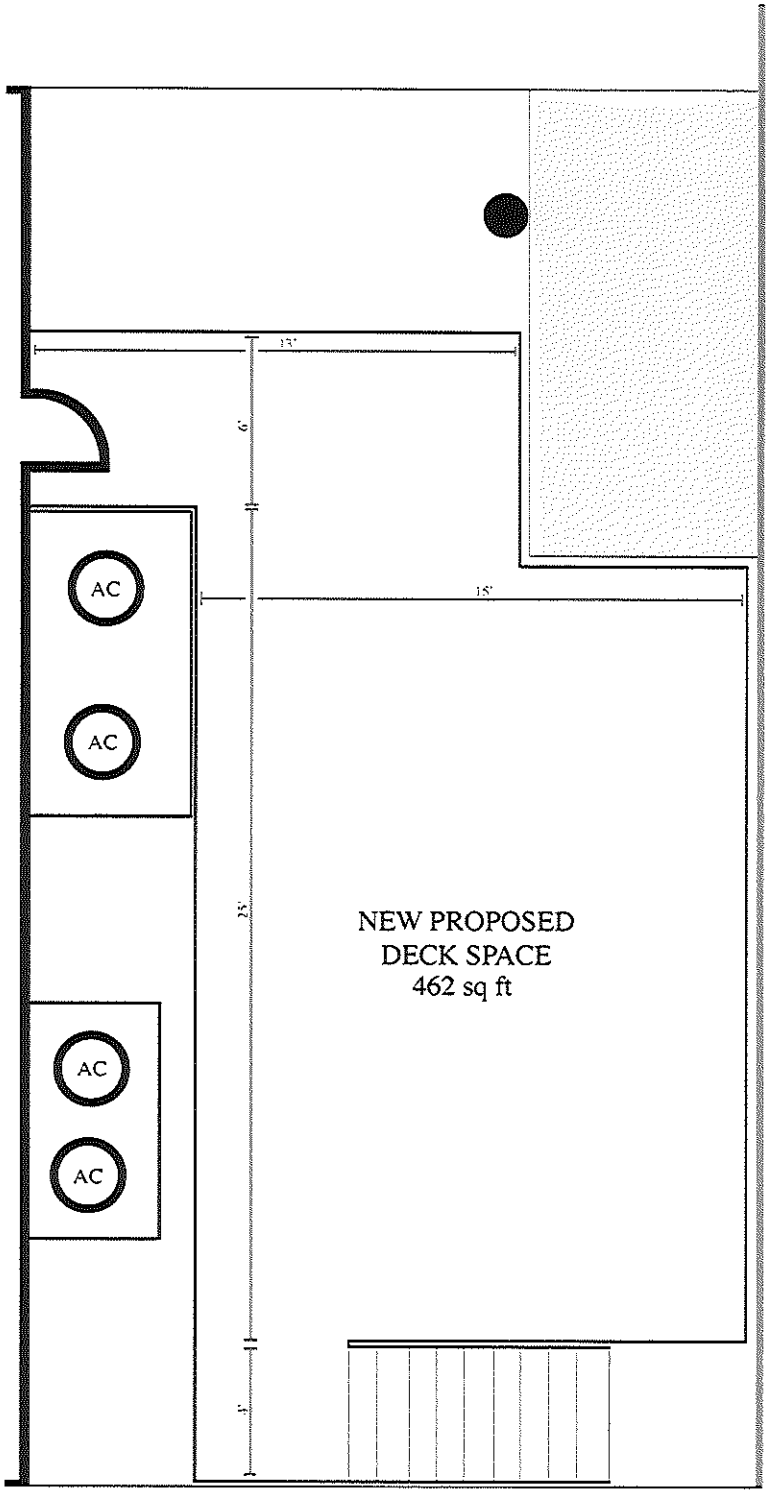
- is consistent with the policies of the Master Plan and the general intent of the zoning district;
- is compatible with the character and integrity of adjacent developments and neighborhoods;
- includes improvements to mitigate development-related adverse impacts; and
- does not generate pedestrian or vehicular traffic which is hazardous or conflicts with existing traffic in the neighborhood.

Conditions may be attached to the CUP that the Commission deems necessary to mitigate adverse effects of the proposed use and to carry out the intent of the Code.

Prepared by:

Will Parrish	Planning Technician	8/27/2014
Name	**Title**	**Date**


AC
AC
AC
AC
7'
5'
6'
11'
6'3"
1'6"
4'
9'
6'
7'
10'
2'6"


AC
AC
AC
AC
13'
6'
18'
25'
4'
NEW PROPOSED
DECK SPACE
462 sq ft

CUP- 14 - 28

City of San Marcos
RESTRICTED OR UNRESTRICTED CONDITIONAL USE PERMIT APPLICATION
To Allow On-Premise Consumption of Alcoholic Beverages for Businesses within the Central Business Area Zoning District

LICENSE INFORMATION

Trade Name of Business: Barfish Lounge

Application is filed by: ☐ Individual ☐ Partnership ☒ Corporation ☐ Other: _____

Name of Individual or Entity: Retired Surfers Bar Inc **Phone Number:** 512-757-5445

Mailing Address: 141 E Hopkins San Marcos TX 78666

Email Address: blscofield32@gmail.com

Type of Permit Requested: ☒ Mixed Beverage ☐ Beer & Wine ☐ Other: _____

PROPERTY

Street Address: 141 E Hopkins

Legal Description: Lot E PT of 5 **Block** 20 **Subdivision** Original Town

Tax ID Number: R ~~[illegible]~~ 41625

Property Owner's Name: Brian Scofield **Phone Number:** 512-757-5445

Address: 141 E Hopkins San Marcos TX 78666

BUSINESS DETAILS

Primary Business Use: ☐ Restaurant (Restricted) ☒ Bar (Unrestricted) ☐ Other: _____

Hours of Operation: 7pm - 2am S-S

Type of Entertainment Facilities: _____

Indoor Fixed Seats: _____ **Outdoor Fixed Seats:** 30 (5 picnic tables)

Gross Floor Area Including Outdoor Above-ground Decks: 3362 Square Feet

Number of Off-Street Parking Spaces Provided: 0

Located more than 300 feet from churches, public schools, hospitals, low density residential? ☒ Yes ☒ No

APPLICATION FOR CITY OF SAN MARCOS CONDITIONAL USE PERMIT-TABC

CUP PERMIT HISTORY *Check all that apply*

- [ ] **New request**, no existing TABC CUP Permit at this location
- [x] **Change** to existing TABC Permit. Nature of Change: Add an uncovered deck to lot in alley behind building
- [ ] **Renewal**
- [ ] **Change in name of license holder** of existing business at same location
- [ ] **Change in name of existing business** at this location

SUBMITTAL REQUIREMENTS

- Beer and Wine Permit: **$600 Application fee + $10.00 Technology Fee** (non-refundable)
- Mixed Beverage Permit: **$600 Application fee + $10.00 Technology Fee** (non-refundable)
- Change to Existing Permit/Renewal: **$300.00 Application fee + $10.00 Technology Fee** (non-refundable)
- **Site Plan** drawn to scale, preferably on paper no larger than 11" x 17", showing dimensions of property, locations and square footage of building(s), interior layout showing dimensions of tables, bar area, etc., number of off-street paved parking spaces, and fences buffering residential uses.
- **Copy of State TABC License Application**

I certify that this information is complete and accurate. I understand that I or a representative should be present at all meetings regarding this application.

- [x] *I am the property owner of record; or*
- [ ] *I have attached authorization to represent the owner, organization, or business in this application.*

Applicant's Signature

Printed Name: Brian Scafield **Date:** 7/28/14

To be completed by Staff:

Meeting Date: _____ Application Deadline: _____

Accepted By: _____ Date: _____

File #: CUP-14-29, **Version:** 1

AGENDA CAPTION:
CUP 14-29 (1229 Belvin Street) Hold a public hearing and consider a request by Frank Gomillion, on behalf of Kay Hetherly, for an accessory structure greater than 12 feet in height at 1229 Belvin Street.
Meeting date: September 9, 2014

Department: Development Services

Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL:

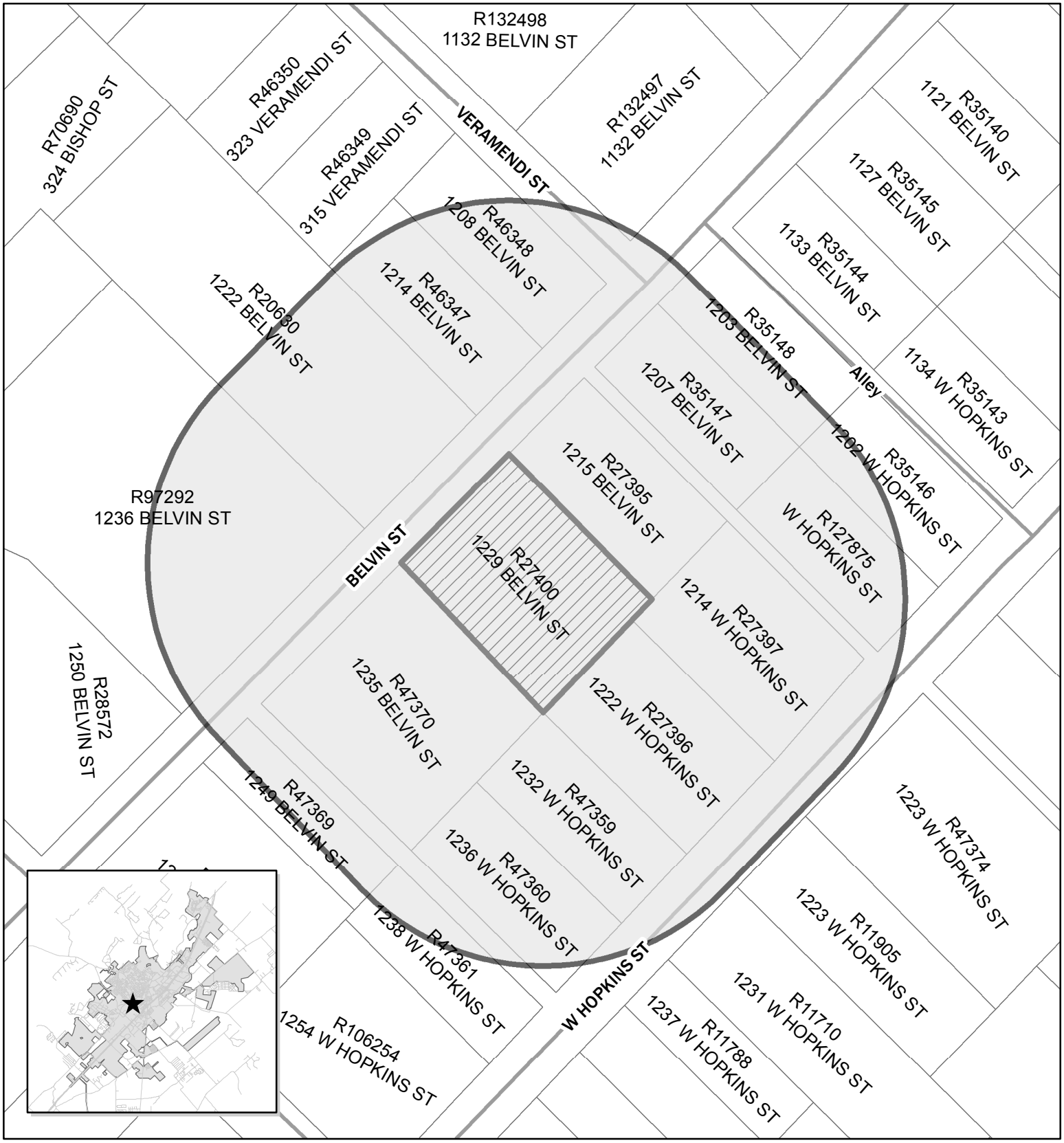
Community Wellness/ Strengthen the Middle Class

BACKGROUND:

The applicant is proposing to construct an approximately 400 square foot, 1 6 2 feet tall accessory structure at the rear of her property to house an indoor swim spa for exercise. The Land Development Code ("Code") requires a C onditional U se P ermit ("CUP") for any accessory structure that is larger than 625 square feet or greater than 12 feet in height. Staff finds that the proposed structure will have minimal impacts on adjacent properties and that it is consistent with the development standards of Section 4.3.2.1 of the Land Development Code.

Staff recommends **approval** of the CUP with the following condition:

1. **The accessory structure shall not be converted to an accessory dwelling unit without first receiving a new CUPonditional Use Permit.**



CUP-14-29
1229 Belvin Street
Map Date: 8/27/2014

Legend

CUP-14-26_Buffer

CUP-14-29

0 50 100 200 Feet

N

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

CUP-14-29
Conditional Use Permit
1229 Belvin Street
Accessory structure greater than 12' in height

Applicant Information:

Applicant:	Frank Gomillion 516 W. Hopkins St. San Marcos, TX 78666
Property Owner:	Kay Hetherly 1229 Belvin St. San Marcos, TX 78666
Applicant Request:	A Conditional Use Permit (CUP) to allow an accessory structure greater than twelve (12) feet in height in a SF-6 zoning district.
Notification	Public hearing notification mailed on Thursday, August 28, 2014.
Response:	No responses as of the date of publication.

Subject Property:

Location:	1229 Belvin Street
Legal Description:	Farm Lot 33-113.1 Blk. Pt. of 17
Frontage On:	Belvin Street
Neighborhood:	Heritage
Existing Zoning:	Single-Family (SF-6)
Preferred Scenario:	Area of Stability
Utilities:	Existing
Existing Use of Property:	Single family residence
Proposed Use of Property:	Single Family Residence with Accessory Structure greater than 12 feet in height

Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of Property	SF-6	Single-Family Residential
S of Property	SF-6	Single-Family Residential
E of Property	SF-6	Single-Family Residential
W of Property	SF-6	Single-Family Residential

Code Requirements:

A conditional use permit (CUP) allows the establishment of uses which may be suitable only in certain locations or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are generally compatible with permitted uses, but require individual review and imposition of conditions in order to ensure the appropriateness of the use at a particular location.

Case Summary

The subject property is located on Belvin Street. The property owner plans on constructing an approximately 400 square foot accessory structure to house an indoor swim spa for exercise. The renderings submitted show that the accessory structure will located approximately 39 feet behind the main residence and be approximately 16 feet in height.

Comments from Other Departments:

There have been no major concerns regarding the subject property reported by other City Departments.

Planning Department Analysis:

Accessory structures that are either larger than 625 square feet or greater than 12 feet in height are allowed within a SF-6 zoning district with a Conditional Use Permit. The roof of the accessory structure is similar in pitch to the main residence. This keeps the accessory structure consistent with the design of the main residence. The main structure is just slightly taller than the proposed accessory structure. Staff has reviewed the site plan and renderings that were submitted with the application against the development standards of Section 4.3.2.1 of the Land Development Code and find that the proposed accessory structure is consistent. Staff finds the proposed accessory structure will have minimal impacts on adjacent properties.

Staff provides this request to the Commission for your consideration and recommends approval of the Conditional Use Permit with the following condition:

1. **The accessory structure shall not be converted to an accessory dwelling unit without first receiving a new Conditional Use Permit.**

Planning Department Recommendation:	
	Approve as submitted
X	Approve with conditions or revisions as noted
	Alternative
	Denial

Prepared by:

Alison Brake, CNU-A	Planner	August 28, 2014
Name	**Title**	**Date**

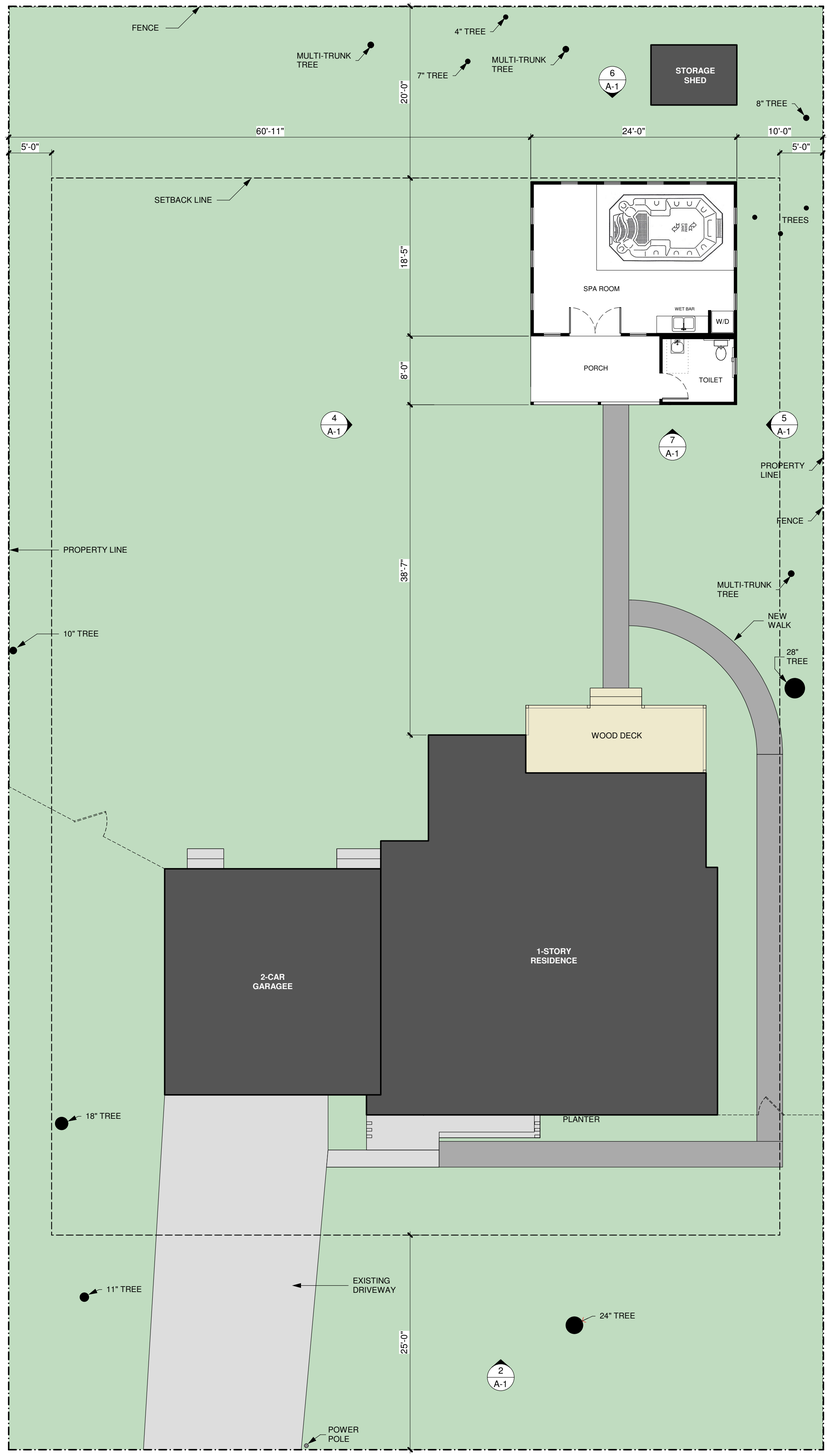
The Commission's Responsibility:

The Commission is required to hold a public hearing and receive comments regarding the proposed Conditional Use Permit. After considering public input, the Commission is charged with making a decision on the Permit. Commission approval is discretionary. The applicant, or any other aggrieved person, may submit a written appeal of the decision to the Planning Department within 10 working days of notification of the Commission's action, and the appeal shall be heard by the City Council.

The Commission's decision is discretionary. In evaluating the impact of the proposed conditional use on surrounding properties, the Commission should consider the extent to which the use:

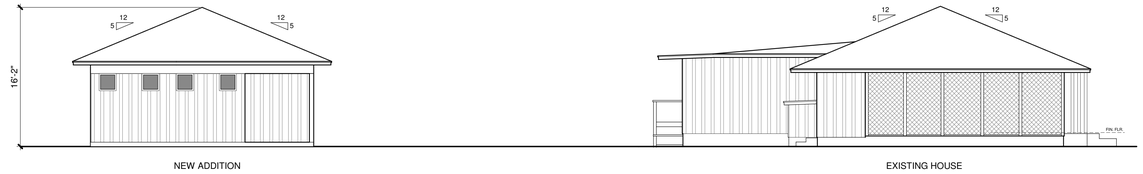
- The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan;
- The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
- The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;
- The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood;
- The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;
- The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties; and
- The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

Conditions may be attached to the CUP that the Commission deems necessary to mitigate adverse effects of the proposed use and to carry out the intent of the Code.

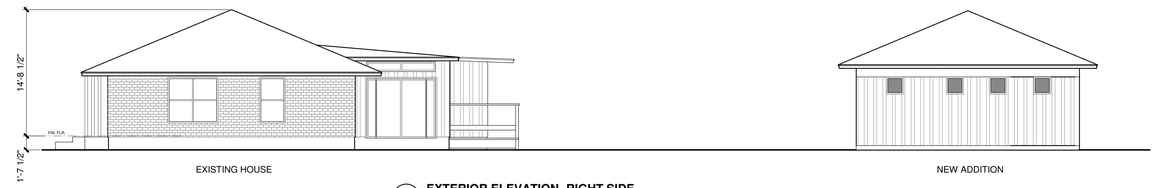


3 **SITE PLAN- EXISTING WITH PROPOSED ADDITION**
SCALE: 1/8"=1'-0"

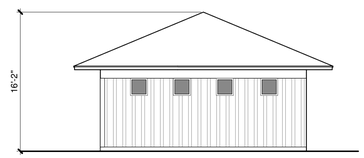
PLAN NORTH — TRUE NORTH



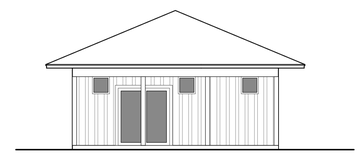
4 **EXTERIOR ELEVATION- LEFT SIDE**
SCALE: 1/8"=1'-0"



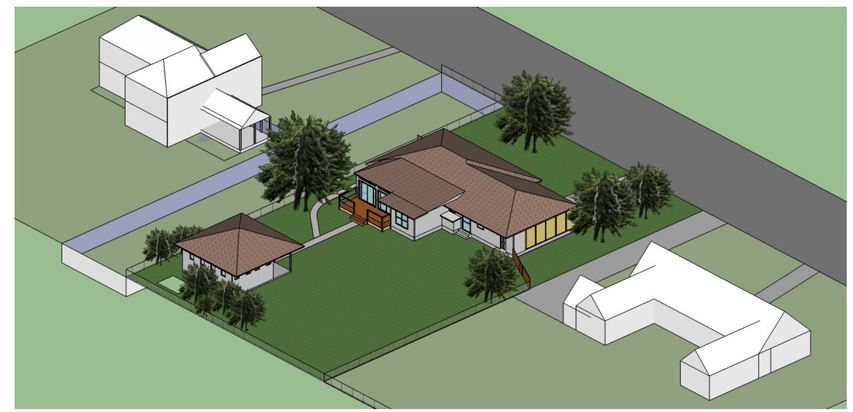
5 **EXTERIOR ELEVATION- RIGHT SIDE**
SCALE: 1/8"=1'-0"



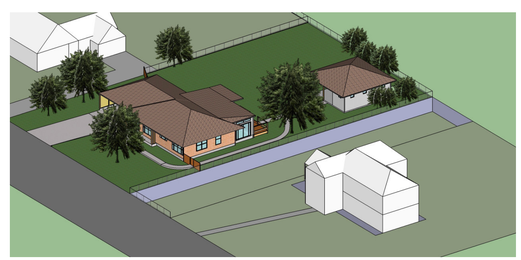
6 **EXTERIOR ELEVATION- REAR**
SCALE: 1/8"=1'-0"



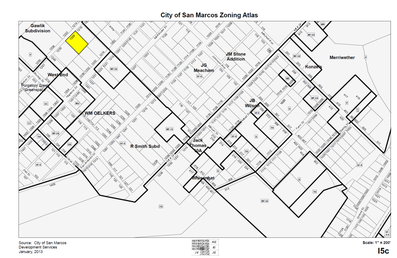
7 **EXTERIOR ELEVATION- FRONT**
SCALE: 1/8"=1'-0"



9 **BIRD'S EYE VIEW 1**
N.T.S.



9 **BIRD'S EYE VIEW 2**
N.T.S.

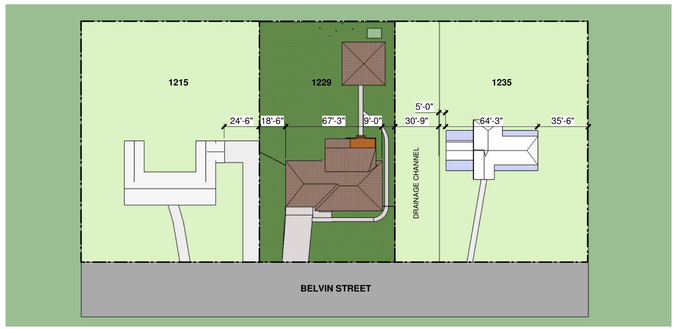


LOT INFORMATION

ZONING CLASSIFICATION: SF6

EXISTING LOT AREA:	15,983SF	
EXISTING IMPERVIOUS COVER:	3,167SF	20%
ADDITIONAL IMPERVIOUS COVER:	1,069SF	26%
FRONT YARD SETBACK, MINIMUM:	25'	
SIDE SETBACK, MINIMUM FEET, INTERIOR:	5'	
REAR YARD SETBACK, MINIMUM:	20'	

2 **GOOGLE STREET VIEW**
N.T.S.



1 **ADJACENT LOT PLAN**
SCALE: 1"=50'-0"

CONDITIONAL USE PERMIT APPLICATION

1229 BELVIN STREET
SAN MARCOS, TEXAS

architecture ~ planning ~ restoration
516 WEST HOPKINS STREET
SAN MARCOS, TEXAS 78666
OFFICE: 512-353-3339 FAX: 512-353-3001

architects GKZ planners

REGISTERED ARCHITECT FRANK GAINULLIN 23200 STATE OF TEXAS

DIGITALLY SIGNED AND SEALED 7/31/2014

NOTE: ALL DRAWINGS ARE PROTECTED BY COPYRIGHT AND MAY NOT BE COPIED OR REPRODUCED WITHOUT THE PRIOR WRITTEN PERMISSION OF GKZ INC. IF NO SEAL IS PRESENT, THEN THESE DRAWINGS AREFOR REVIEW ONLY AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

DRAWN BY	FG
CHECKED	FG
DATE	JULY 2014
REVISED	
PROJECT NO.	14-018

SHEET NO.

A-1

09/12

CUP-14-29

City of San Marcos
CONDITIONAL USE PERMIT APPLICATION - GENERAL

	APPLICANT	PROPERTY OWNER
Name:	FRANK GOMILLION	KAY HETHERLY
Mailing Address:	516 WEST HOPKINS STREET	1229 BELVIN STREET
	SAN MARCOS, TEXAS 78666	SAN MARCOS, TEXAS 78666
Telephone No.:	512-665-7604	512-618-2007
E-mail address:	frank@gkz-arch.com	kh37@txstate.edu ← Send check receipt

Property Address: 1229 BELVIN STREET

Legal Description (if platted): Lot 33-113.1 Block 17 Subdivision N/A

Tax ID Number: R 27400 **Zoning District:** SF-6

PROPOSED USE

Brief description of Proposed Use (attach separate page if needed): ADDITION OF A ROUGHLY 400SF ONE-STORY ACCESSORY BUILDING TO THE REAR OF THE EXISTING LOT. NEW BUILDING SHALL COMPLY WITH ALL REQUIRED SET-BACKS, BE DESIGNED SO AS TO BE VISUALLY HARMONIOUS WITH THE EXISTING RESIDENCE, AND HAVE NO NEGATIVE VISUAL IMPACT FROM THE STREET.

I certify that the information in this application is complete and accurate. I understand that I or another representative should be present at all meetings concerning this application.

☐ *I am the property owner of record; or*

☑ *I have attached authorization to represent the owner, organization, or business in this application.*

Signature of Applicant: Frank Gomillion Date: 7/28/2014

To be completed by Staff:

Meeting Date: 9/9/14 Application Deadline: 7/28

Accepted by: Mark Hiler Date: 7/28

Kay Hetherly
1229 Belvin Street
San Marcos, Texas 78666

July 28, 2014

To: City of San Marcos, Planning Department

As the owner of record for 1229 Belvin Street in San Marcos, Texas, this letter is to confirm that Frank Gomillion with GKZ, Inc. has been authorized to represent me as required for coordination with both City staff and the Planning and Zoning and Historic Preservation Commissions to review the proposed addition to the above-referenced property.

Thank you and please let me know if you need any additional information.

Respectfully,

Kay Hetherly
512-618-2007

File #: ID#13-515, **Version:** 1

AGENDA CAPTION:
Receive an update from staff and hold discussion regarding the Fall 2014 Preferred Scenario Amendment process for consideration and hear details on each of the applications received:

PSA-14-04 High Pointe Communities - approximately 158 acres along the east side of IH 35 south of Posey Road - Medium Intensity

PSA-14-05 Moeller and Associates - approximately 563.8 acres along Staples Road east of Old Bastrop Highway - Medium Intensity

PSA-14-06 Campus Village Communities - approximately 2.78 acres at the intersection of Sessom Drive and Academy Street - Medium Intensity

PSA-14-07 Flying TZ, LP - approximately 92.00 acres along IH 35 and Old Bastrop Highway south of Posey Road - Medium Intensity

PSA-14-08 ETR Development Consulting, LLC - approximately 6 acres at the intersection of IH 35 and Luciano Flores Blvd - High Intensity

Meeting date: September 9, 2014

Department: Development Services

Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL:

BACKGROUND: The process for review of these applications includes updates to the Neighborhood Commission, Planning & Zoning Commission and Council followed by public hearings and action by P&Z and Council.

Five (5) applications were received for the Fall 2014 Preferred Scenario Amendment (PSA) Deadline:

PSA-14-04 High Pointe Communities :: approximately 158 acres along the east side of IH 35 south of Posey Road :: Medium Intensity

PSA-14-05 Moeller and Associates :: approximately 563.8 acres along Staples Road east of Old Bastrop Highway :: Medium Intensity

PSA-14-06 Campus Village Communities :: approximately 2.78 acres at the intersection of Sessom Drive and Academy Street :: Medium Intensity

PSA-14-07 Flying TZ, LP :: approximately 92.00 acres along IH 35 and Old Bastrop Highway south of Posey Road :: Medium Intensity

PSA-14-08 ETR Development Consulting, LLC :: approximately 6 acres at the intersection of IH 35 and Luciano Flores Blvd :: High Intensity

Preferred Scenario Amendment(s) Request Summary Fall 2014

Summary:

Five (5) applications were received for the Fall 2014 Preferred Scenario Amendment (PSA) Deadline.

(Applicant :: area & location :: requested intensity)

1) High Pointe Communities :: +/- 158 acres along the east side of IH 35 south of Posey Road :: Medium Intensity

2) Moeller and Associates :: +/- 563.8 acres along Staples Road east of Old Bastrop Highway :: Medium Intensity

3) Campus Village Communities :: +/- 2.78 acres at the intersection of Sessom Drive and Academy Street :: Medium Intensity

4) Flying TZ, LP :: +/- 92.00 acres along IH 35 and Old Bastrop Highway south of Posey Road :: Medium Intensity

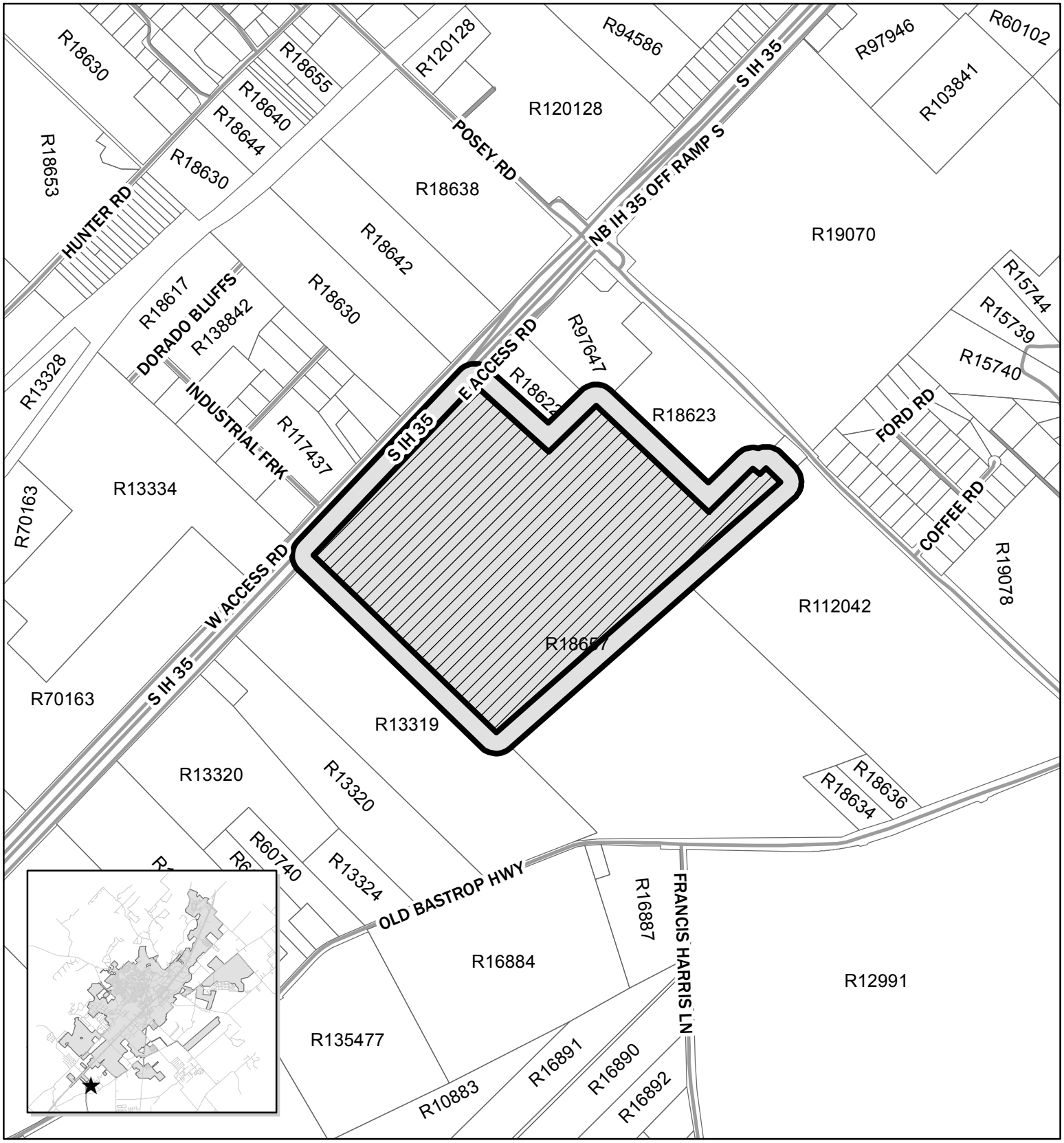
5) ETR Development Consulting, LLC :: +/- 6 acres at the intersection of IH 35 and Luciano Flores Blvd :: High Intensity

Process:

Application Deadline:	August 11, 2014
Courtesy Notice:	August 15, 2014
Neighborhood Commission Discussion:	August 20, 2014
Update to P&Z:	September 9, 2014
Public Hearing Notice for P&Z:	September 12, 2014
Update to Council:	September 16, 2014
Action by P&Z:	September 23, 2014
Public Hearing Notice for Council:	October 5, 2014*
Action by Council:	October 21, 2014*
Reconsideration by Council:	November 4, 2014*
Application window for Zoning or PDD request:	October 22-23, 2014*

*Dates subject to change

Project 1: Trace	High Pointe Communities is proposing a change from an Area of Stability to a Medium Intensity Zone for approximately 417.6 acres located along the east side of IH 35 south of Posey Road, extending east to Old Bastrop Highway. The applicant states that the request will allow a master planned community providing a variety of housing types, elementary school site, recreation center, parks and trails, commercial and business park / corporate campus. The applicant further states that the master planned community will provide a diversity of housing and provide jobs for the community and will act as a southern gateway to the City of San Marcos.
Project 2: Hillert	Moeller and Associates is proposing a change from an Area of Stability to a Medium Intensity Zone for approximately 563.8 acres located along Staples Road east of Old Bastrop Highway. The applicant states that the request will allow a mixed-use development with the potential for a wide variety of housing, resorts, student living, assisted living and apartments.
Project 3: Campus	Campus Village Communities is proposing a change from an Area of Stability to a Medium Intensity Zone for approximately 2.78 acres located at the intersection of Sessom Drive and Academy Street between Orchard Street and Alamo Street. The applicant indicates that the request will allow a vertical mixed use development with residential, retail, commercial and office. The applicant states that the request establishes an appropriate transect of character and intensity and reflects good urban design principles. The applicant further states that this is the type of project that reduces urban sprawl and the associated negative effects on the City's transportation and utility infrastructure. **NOTE: Campus Village Communities has requested postponement of their public hearings. This item will be scheduled for public hearing at the Planning and Zoning Commission meeting on Tuesday November 25th and City Council on Tuesday December 16th
Project 4: Las Colinas	Flying TZ, LP is proposing a change from an Area of Stability to a Medium Intensity Zone for approximately 92.00 acres located along IH 35 and Old Bastrop Highway south of Posey Road. The applicant states that the request will allow multifamily and condo units for senior living with the possibility of hotels and retail.
Project 5: Thornton	ETR Development Consulting, LLC is proposing a change from an Area of Stability to a High Intensity Zone for approximately 6 acres located at the intersection of IH 35 and Luciano Flores Blvd. The applicant indicates that the request will allow commercial development. The applicant states that this request will align the existing High Intensity Zone boundaries with the boundaries of the existing property line.



PSA-14-04
High Point
Map Date: 8/29/2014

Site Location
Notification Buffer (200 feet)

0 750 1,500 3,000 Feet

N

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

PSA-14-04 (Trace) Preferred Scenario Amendment Review **(By Comp Plan Element)**

LAND USE – Preferred Scenario Map / Land Use Intensity Matrix

	YES	NO (map amendment required)
Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?		X

ECONOMIC DEVELOPMENT – Furthering the goal of the Core 4 through the three strategies

STRATEGY	SUMMARY		Supports	Contradicts	Neutral
Preparing the 21st Century Workforce	Provides / Encourages educational opportunities				X
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business		applicant indicates that proposed project will provide jobs		
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity		applicant indicates that proposed project will provide housing, jobs and other amenities		

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint	X	X	X	X	
Constraint by Class					
Cultural	X				
Edwards Aquifer	X				
Endangered Species	X				
Floodplains	X				
Geological	X				
Slope	X		X		
Soils	X	X		X	
Vegetation	X				
Watersheds	X				
Water Quality Zone	X			X	X

ENVIRONMENT & RESOURCE PROTECTION –

Located in Subwatershed:	York Creek				
	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed	X				
Notes: No additional impervious cover was anticipated, or modeled, in this subwatershed. There were no additional recommendations for this watershed in the Plan.					

DRAFT

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	**N/A**
Neighborhood Commission Area(s):	**N/A (adjacent to Sector 5)**
Neighborhood Character Study Area(s):	**N/A**

PARKS, PUBLIC SPACES AND FACILITIES –Availability of parks and infrastructure

	YES	NO
Will Parks and / or Open Space be Provided?	**X**	
Will Trails and / or Green Space Connections be Provided?	**X**	
Parkland dedication or fee in lieu will be determined at the time of subdivision.		
Public Facility Availability		
	YES	NO
Parks / Open Space within ¼ mile (walking distance)?		**X**
Wastewater service available?		**X**
Water service available?	**X**	

TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

		A	B	C	D	F
Existing Daily LOS	**IH 35 Frontage Road**	**X**				
	Posey Rd	**X**				
	Old Bastrop Highway	**X**				
Existing Peak LOS	**IH 35 Frontage Road**	**X**				
	Posey Rd	**X**				
	Old Bastrop Highway	**X**				
Preferred Scenario Daily LOS	**IH 35 Frontage Road**	**X**				
	Posey Rd					**X**
	Old Bastrop Highway	**X**				
Preferred Scenario Peak LOS	**IH 35 Frontage Road**	**X**				
	Posey Rd					**X**
	Old Bastrop Highway	**X**				
			N/A	Good	Fair	Poor
Sidewalk Availability			**X**			
			YES		NO	
Adjacent to existing bicycle lane?					**X**	
Adjacent to existing public transportation route?					**X**	
Notes: **Posey Road and Old Bastrop Highway are listed as Major Arterials on the Transportation Master Plan.**						

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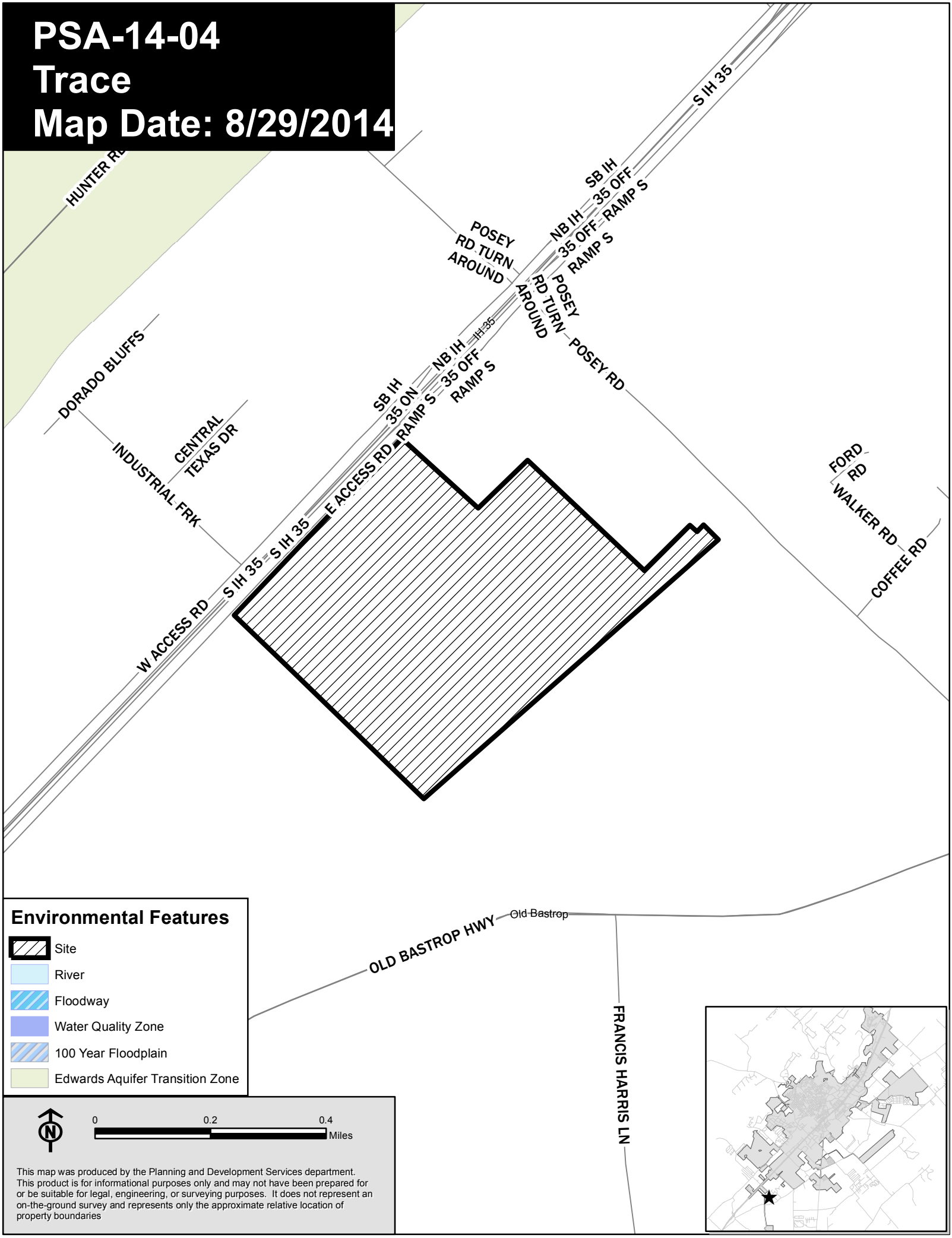
PSA-14-04
Trace
Map Date: 8/29/2014



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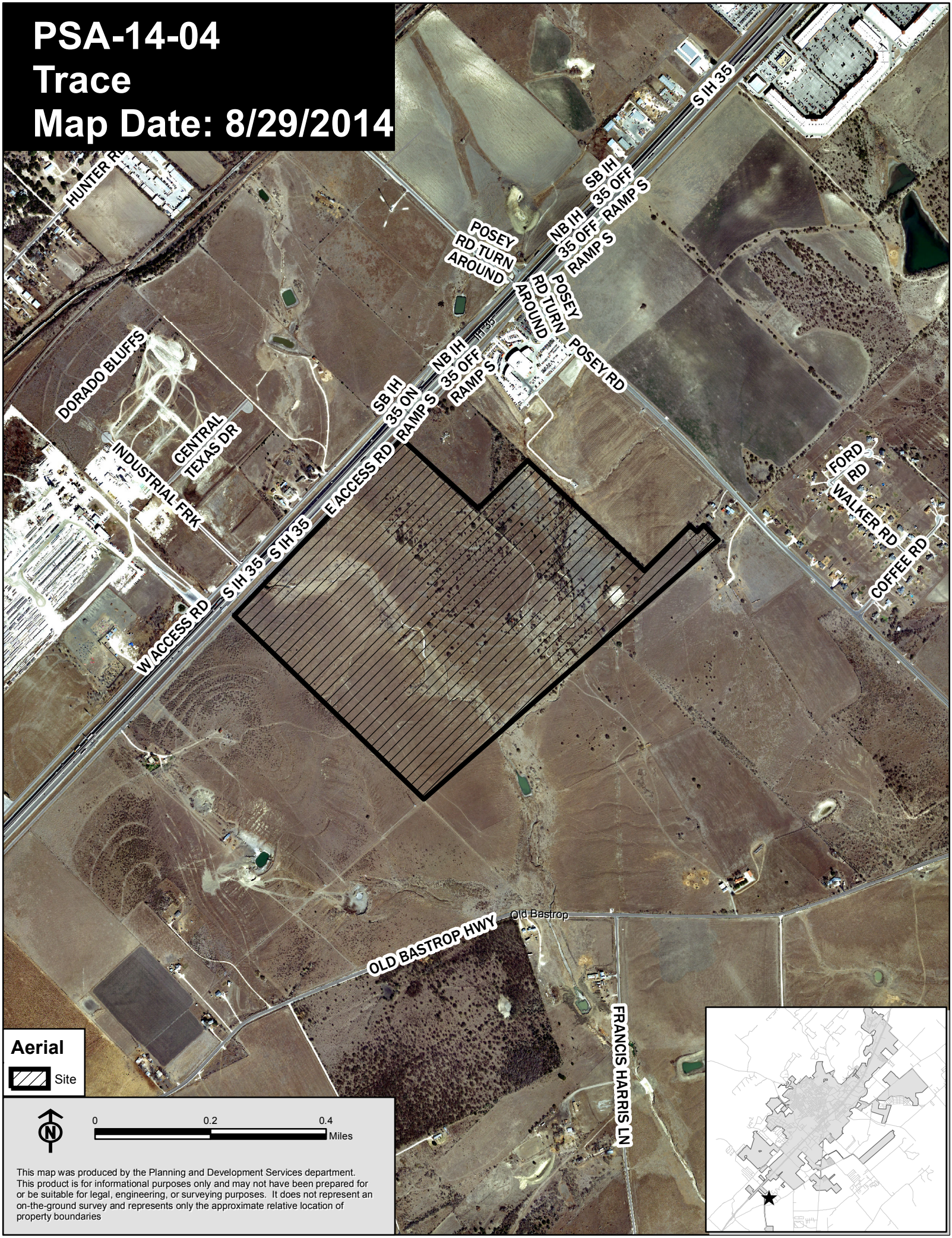

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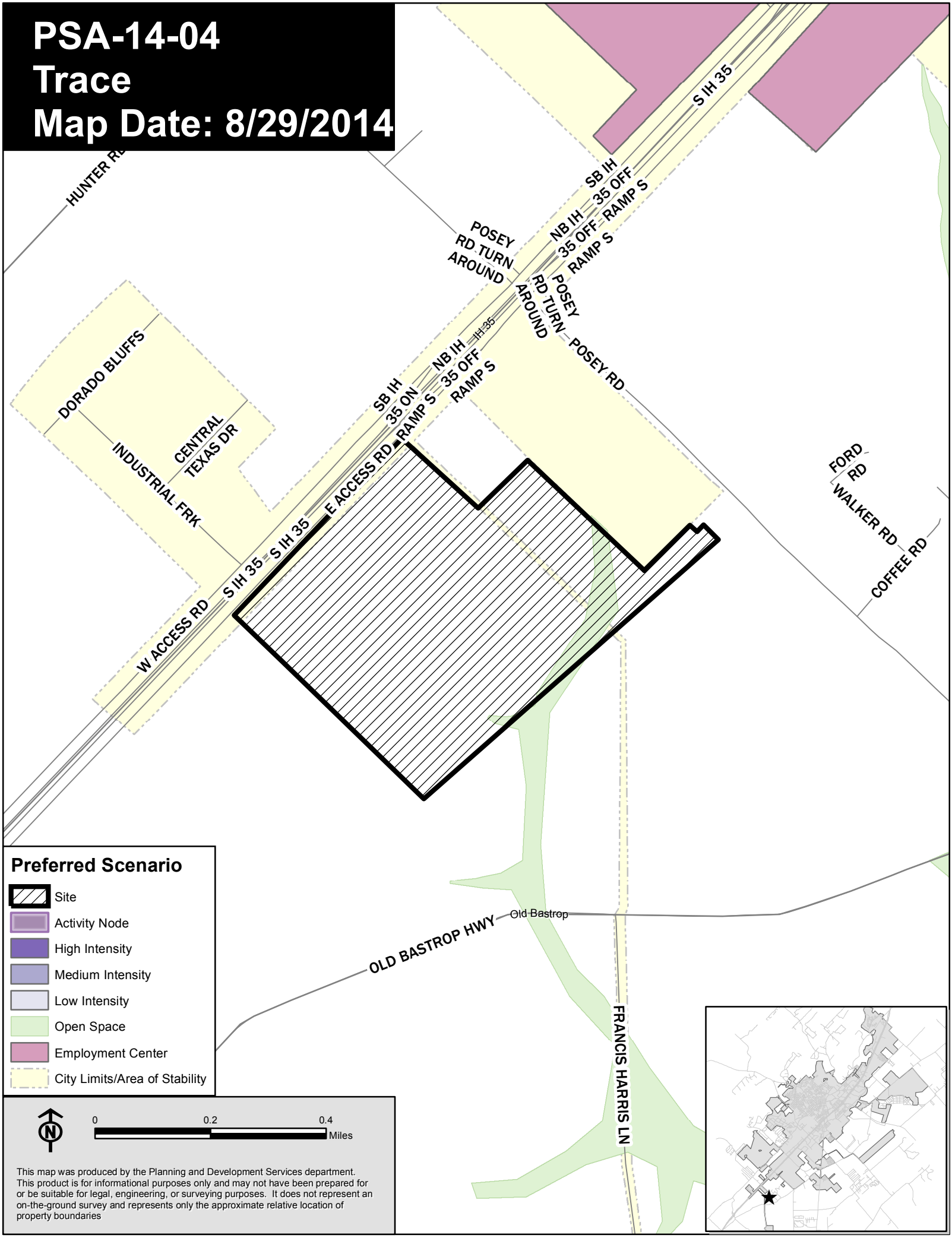

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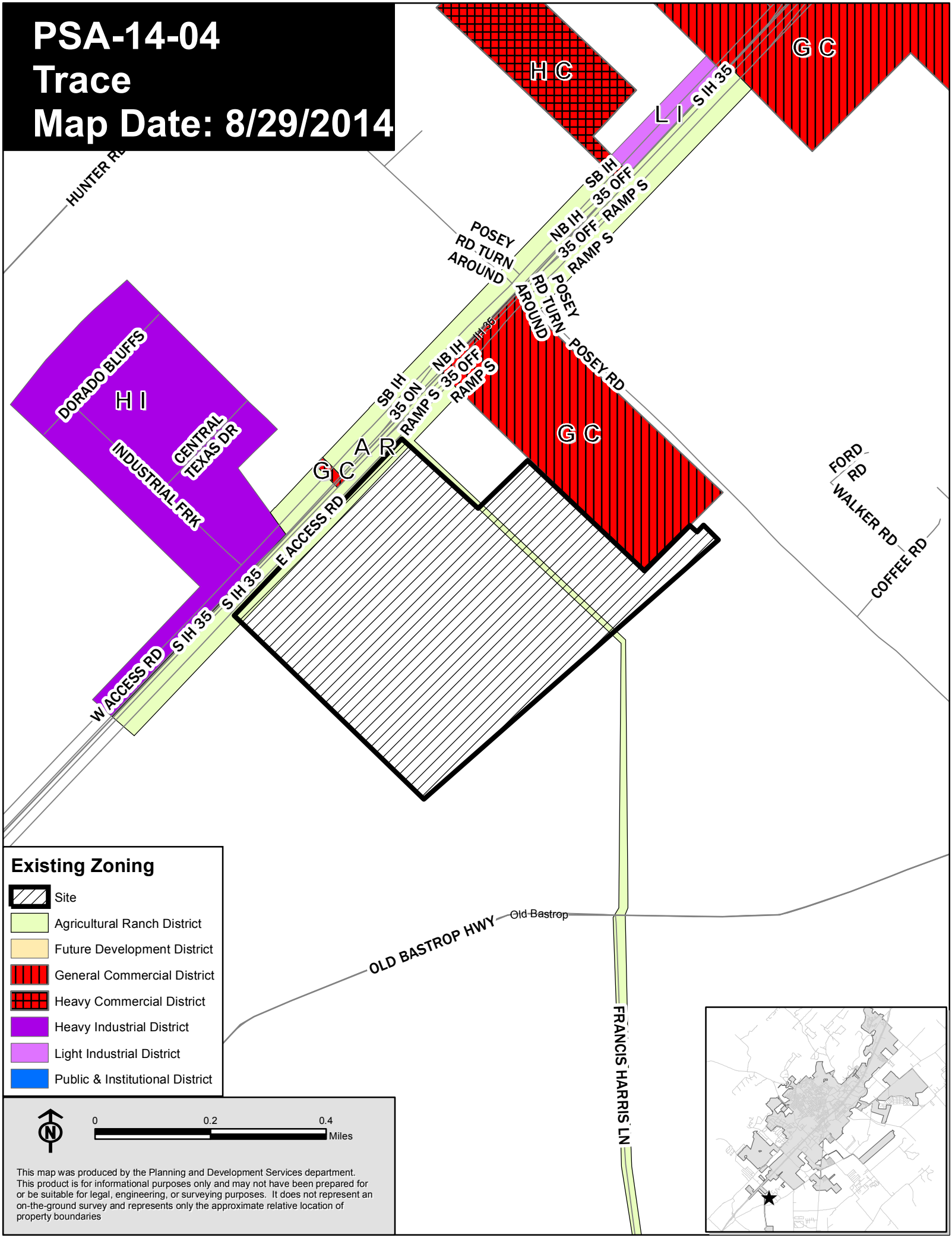

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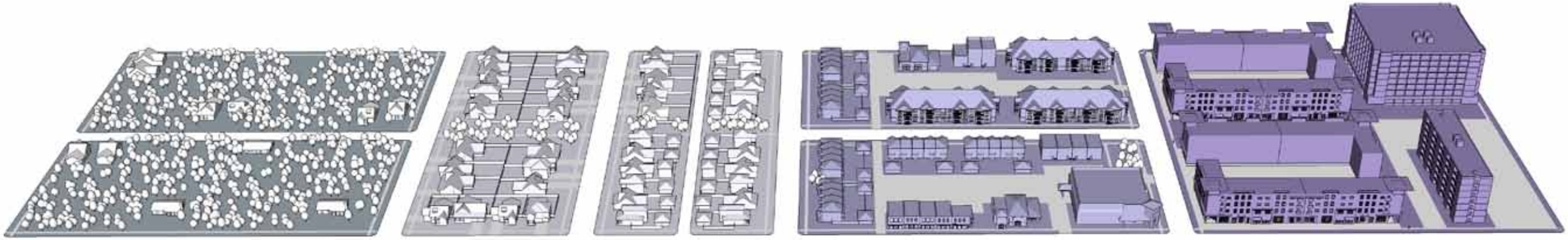
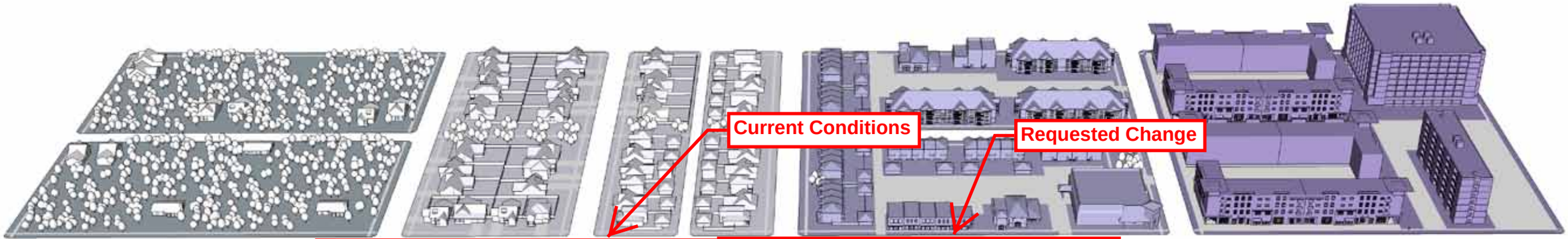


Open Space / Agricultural	Low Intensity and Areas of Stability	Medium Intensity	High Intensity
Preserve Areas Hiking Trails Community Gardens **Active Recreation Areas** Recreation-related Commercial Camping Hiking Trails Community Gardens **Agricultural / Ranching** Single Family Residential Bed & Breakfast Home Office Produce Stands Hiking Trails Community Gardens			
Neighborhood & Area Protection / Conservation	**General Use Categories:** Single Family, Home Office, Corner Neighborhood Retail - no gas **Building Types:** 1-2 Story, 3 with CUP **Examples:** Existing Predominately Single-Family Neighborhoods, Default Classification for any area not classified, Utilize Land Use Suitability Map	**General Use Categories:** Single Family, Duplex, Multi-family at nodes, Bed & Breakfast, Home Office, Corner Neighborhood Retail - gas with CUP, Office, Convenience Retail, Restaurants - no drive through **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Triangle - single family	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging **Building Types:** 1-4 Story, Mixed-use at nodes and corridors
Redevelopment Infill	**General Use Categories: Single Family with accessory building, Bed & Breakfast (5 rooms), Home Office, Corner Neighborhood Retail - no gas, Restaurants - no drive through** **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Examples:** Existing Mixed Residential Areas	**General Use Categories:** Single Family, Duplex, Multi-family at nodes, Lodging, Home Office, Office / Flex Space at nodes, Corner Store, Convenience Retail with gas, Restaurants **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** South End	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging **Building Types:** 1-5 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Downtown, Midtown

NOTES: Recreation-related commercial uses in active recreation areas will require special standards

NOTES: Commercial at major nodes and along corridors (with uses that are predominately non-single-family residential); One lot depth for commercial along corridors and at nodes; Corridors include but are not limited to: Old RR 12: Holland to Wonderworld, LBJ east of Holland, Arterials in the Edwards Recharge Zone

NOTES: Commercial and Multi-family at major nodes and along corridors; One lot depth for commercial in Protection / Conservation; Two lot depth in all other areas; Corridors include but are not limited to: Hopkins east of Moore, University: Sessom to Hopkins, RR12: Lindsay to Hopkins, Hunter: San Antonio to Wonderworld



	Low Intensity and Areas of Stability	Medium Intensity	High Intensity
New Development	**General Use Categories: Single Family with accessory building, Bed & Breakfast (5 rooms), Home Office, Corner Neighborhood Retail - no gas, Restaurants - no drive through** **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Blanco Vista, Paso Robles Default classification for sites with 20 acres or more	**General Use Categories:** Single Family, Duplex, Multi-family, Lodging, Home Office, Office / Flex Space at nodes, Corner Store, Convenience Retail with gas, Restaurants, Light Industrial with CUP **Building Types:** 1-5 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Blanco Vista, Paso Robles, East Village, Medical District, South End, Star Park, Triangle	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging, Light Industrial with CUP **Building Types:** 1-5 Story, Mixed-use at nodes and corridors

NOTES: Commercial and Multi-family at major nodes and along corridors; One lot depth for commercial in Protection / Conservation; Unlimited lot depth in all other areas; Corridors include but are not limited to: LBJ south of Sessom, Aquarena Springs: Sessom to IH 35, Guadalupe: University to IH 35

GENERAL NOTES:
Uses in potential Employment Centers include: Industrial, Office Parks and Retail Malls with standards
Uses and intensity must comform with the City's Edwards Aquifer regulations
Corridor intensity varies with intensity zone
Development intensity decreases with distance from a node or corridor
Home Office - no signage, no sales, one employee
All on-premise consumption of alcohol requires a CUP
The Urban Land Institute defines Convenience Retail as: minimart, restaurant, beauty parlor, dry cleaner, fast food service, medical and dental office
Civic uses are permitted in all development types / intensity zones
All commercial uses in Protection / Conservation and Redevelopment / Infill should follow compatibility standards including architectural standards
Lot depth for corridors is typically 120 feet

Land Development Code Zoning Classifications :: Vision San Marcos Comprehensive Plan Intensity Zone / Development Pairs

TRANSLATION TABLE

Trace Current Condition

Requested Change

Zoning Abbreviation	Intensity Zone / Development Pairs										
	LS-PC	*LS-RI*	*LS-ND*	*M-PC*	*M-RI*	*M-ND*	*H-PC*	*H-RI*	*H-ND*	*EC*	*OA**
FD	✓	✓	✓								✓
AR	✓		✓								✓
SF-R	✓	✓	✓								
SF-11	✓	✓	✓								
SF-6	✓	✓	✓	✓	✓	✓					
SF-4.5		✓	✓	✓	✓	✓	✓	✓	✓		
D		✓	✓	✓	✓	✓					
DR		✓	✓	✓	✓	✓	✓	✓	✓		
TH		✓	✓	✓	✓	✓	✓	✓	✓		
PH-ZL		✓	✓	✓	✓	✓	✓	✓	✓		
MF-12		✓	✓	✓	✓	✓	✓	✓	✓		
MF-18				✓	✓	✓	✓	✓	✓		
MF-24				✓	✓	✓	✓	✓	✓		
MR	✓	✓	✓								
MH		✓	✓	✓	✓	✓					
MU		✓	✓	✓	✓	✓	✓	✓	✓	✓	
VMU				✓	✓	✓	✓	✓	✓	✓	
P	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
OP				✓	✓	✓	✓	✓	✓	✓	
NC		✓	✓	✓	✓	✓	✓	✓	✓		
CC					✓	✓	✓	✓	✓		
GC					✓	✓	✓	✓	✓	✓	
HC					✓	✓	✓	✓	✓	✓	
CBA							✓	✓	✓		
SC			✓	✓	✓	✓	✓	✓	✓	✓	
LI									✓	✓	
HI										✓	
PDD	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

*OA is generally intended where shown on the Preferred Scenario Map

LS - Low Intensity and Areas of Stability
M - Medium Intensity
H - High Intensity

PC - Neighborhood Area Protection /Conservation
RI - Redevelopment / Infill
ND - New Development

EC - Employment Center
OA - Open Space / Agricultural

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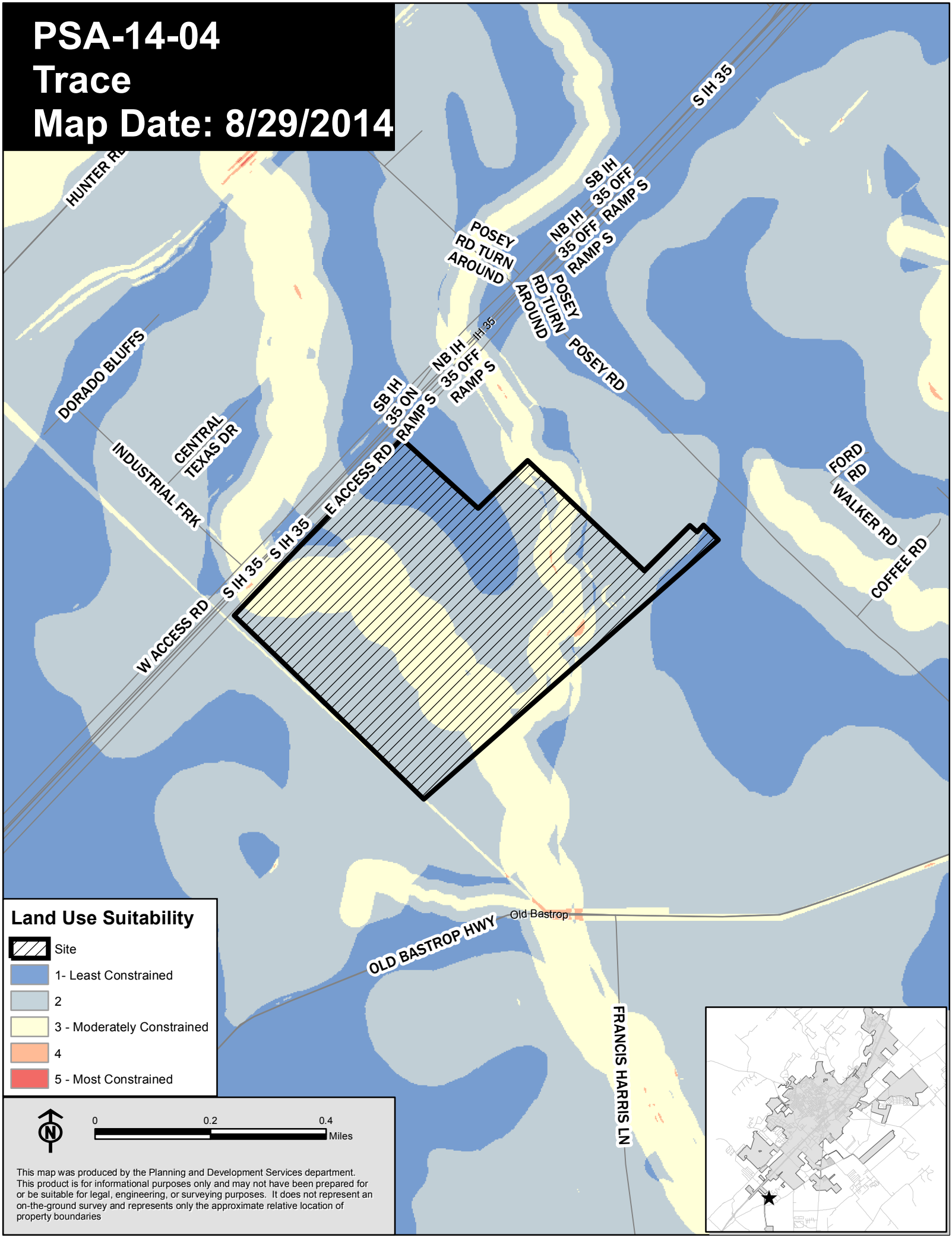

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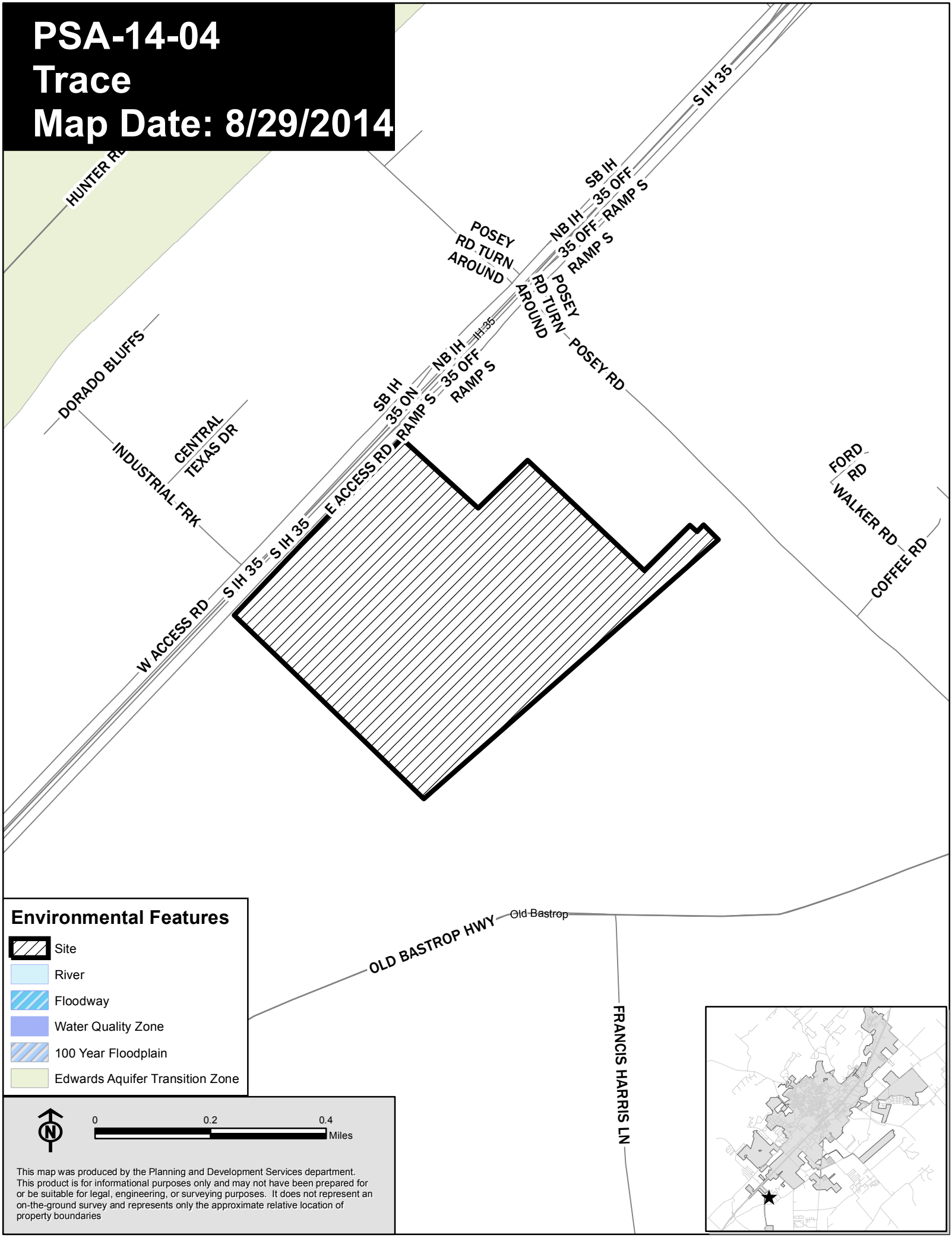

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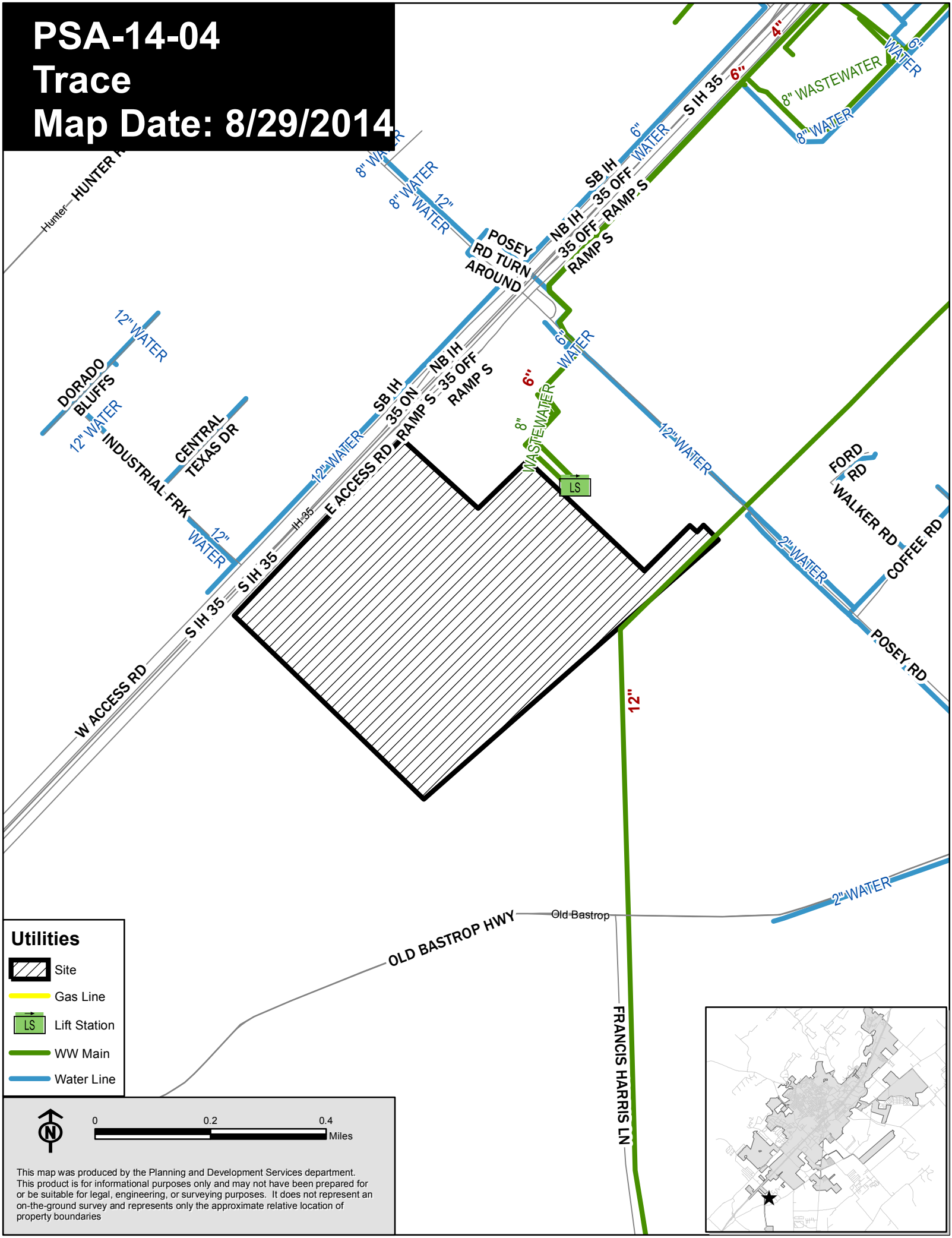

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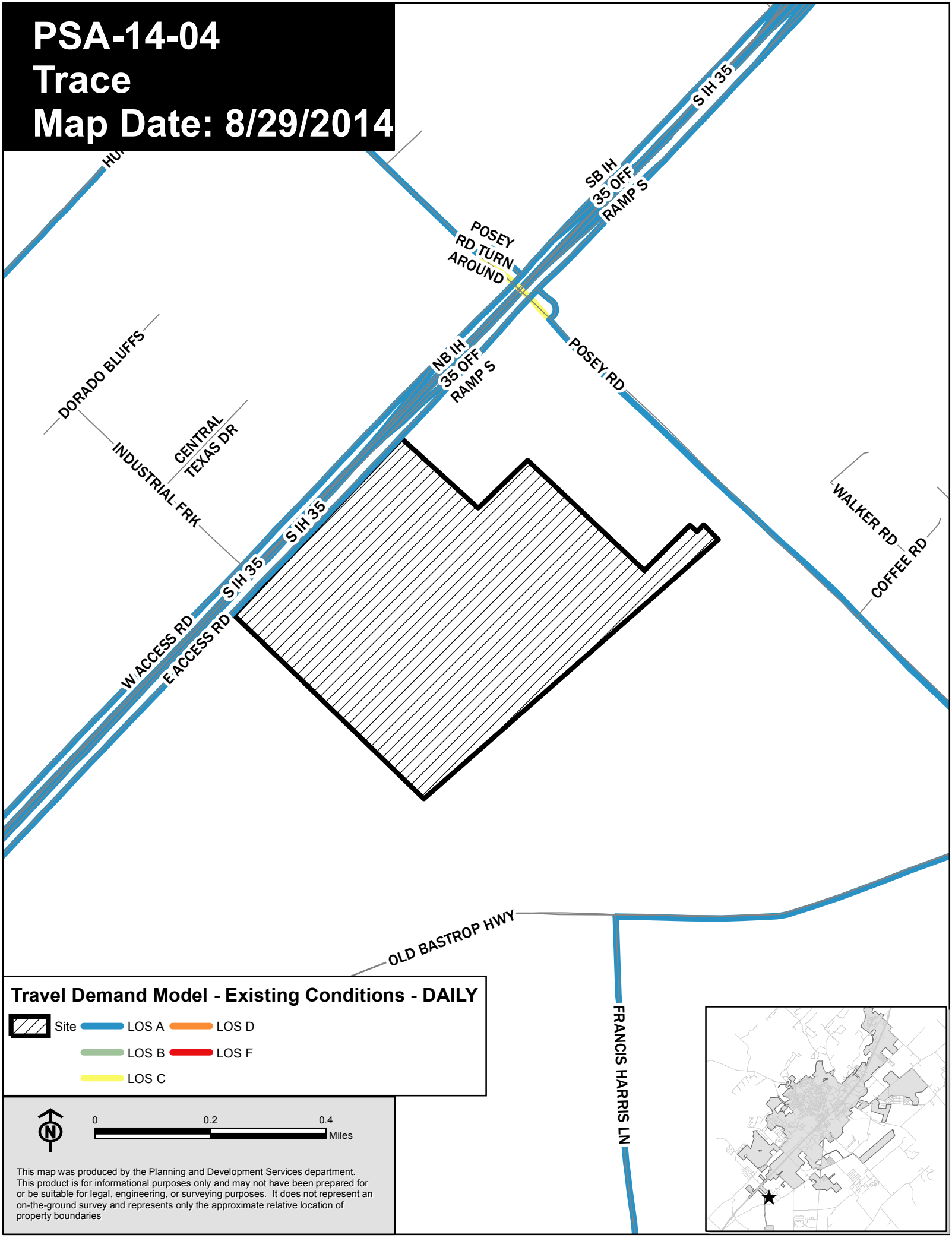

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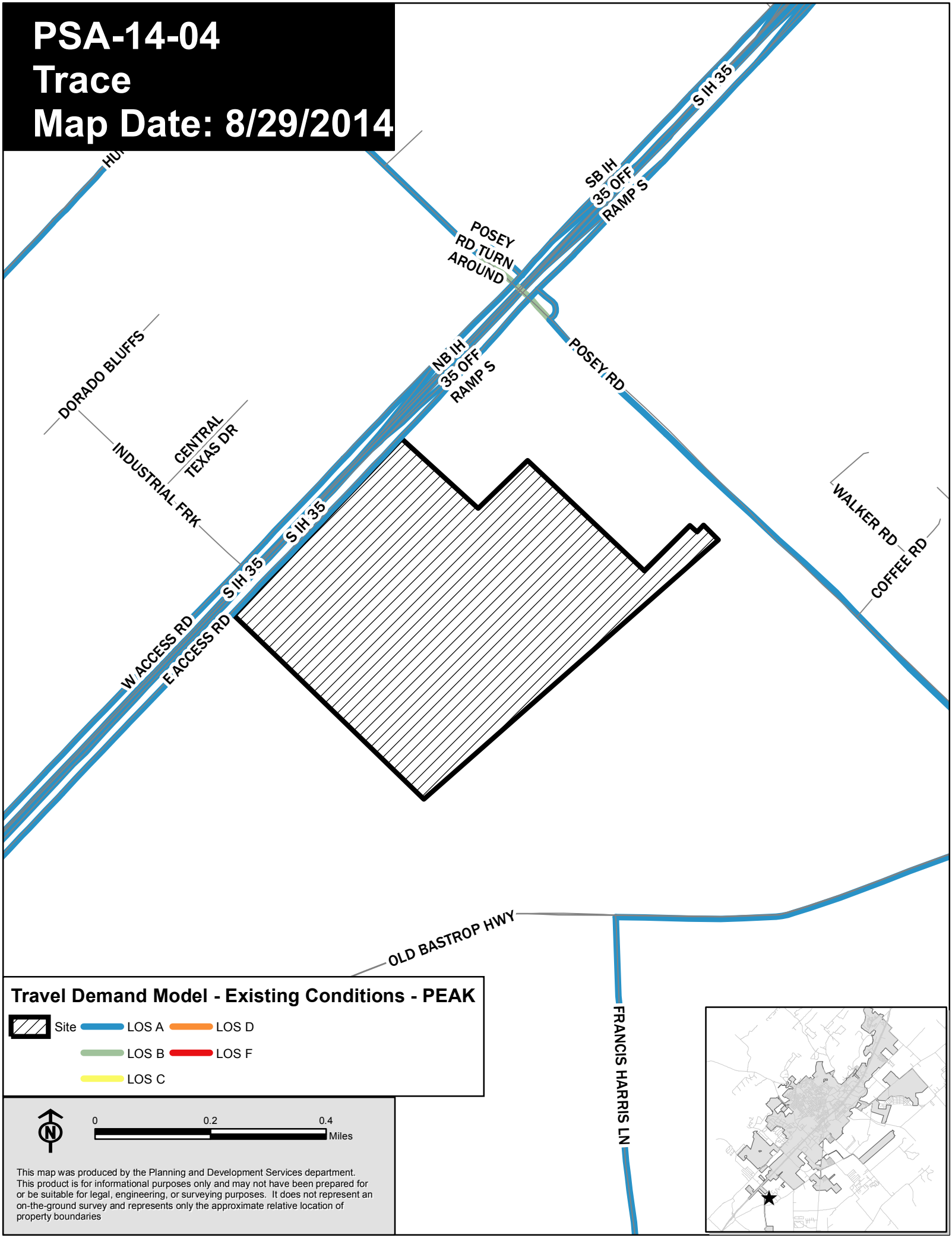

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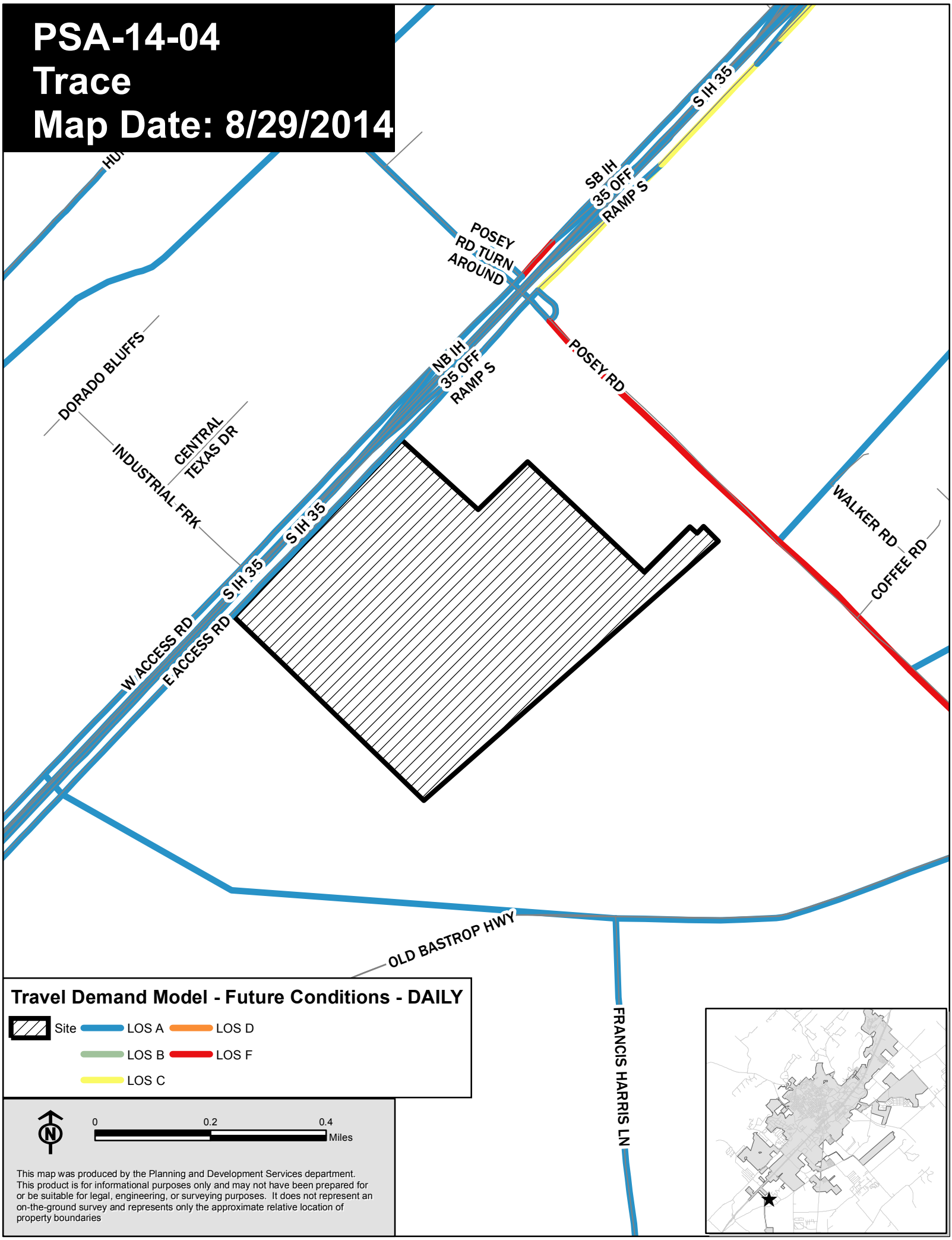

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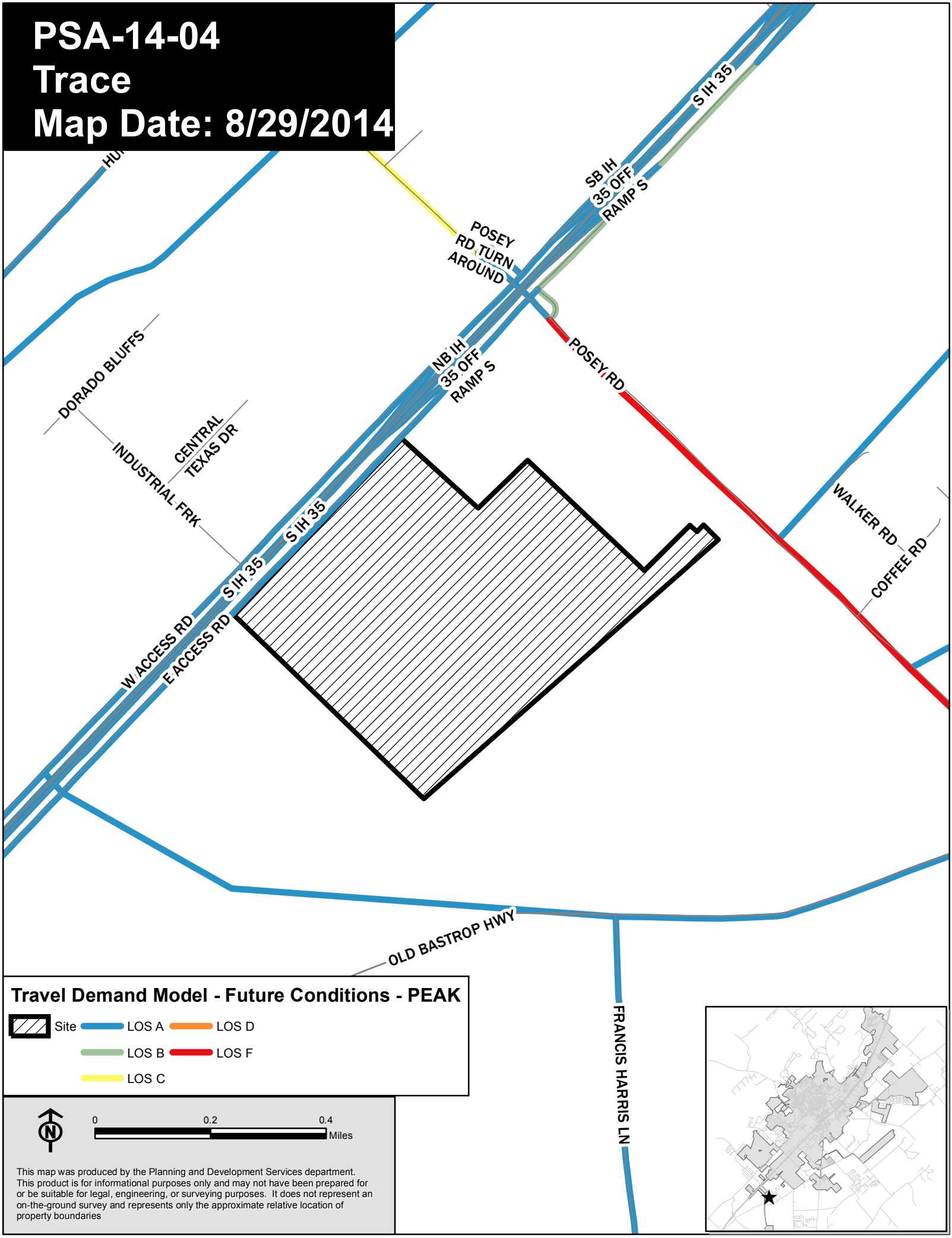

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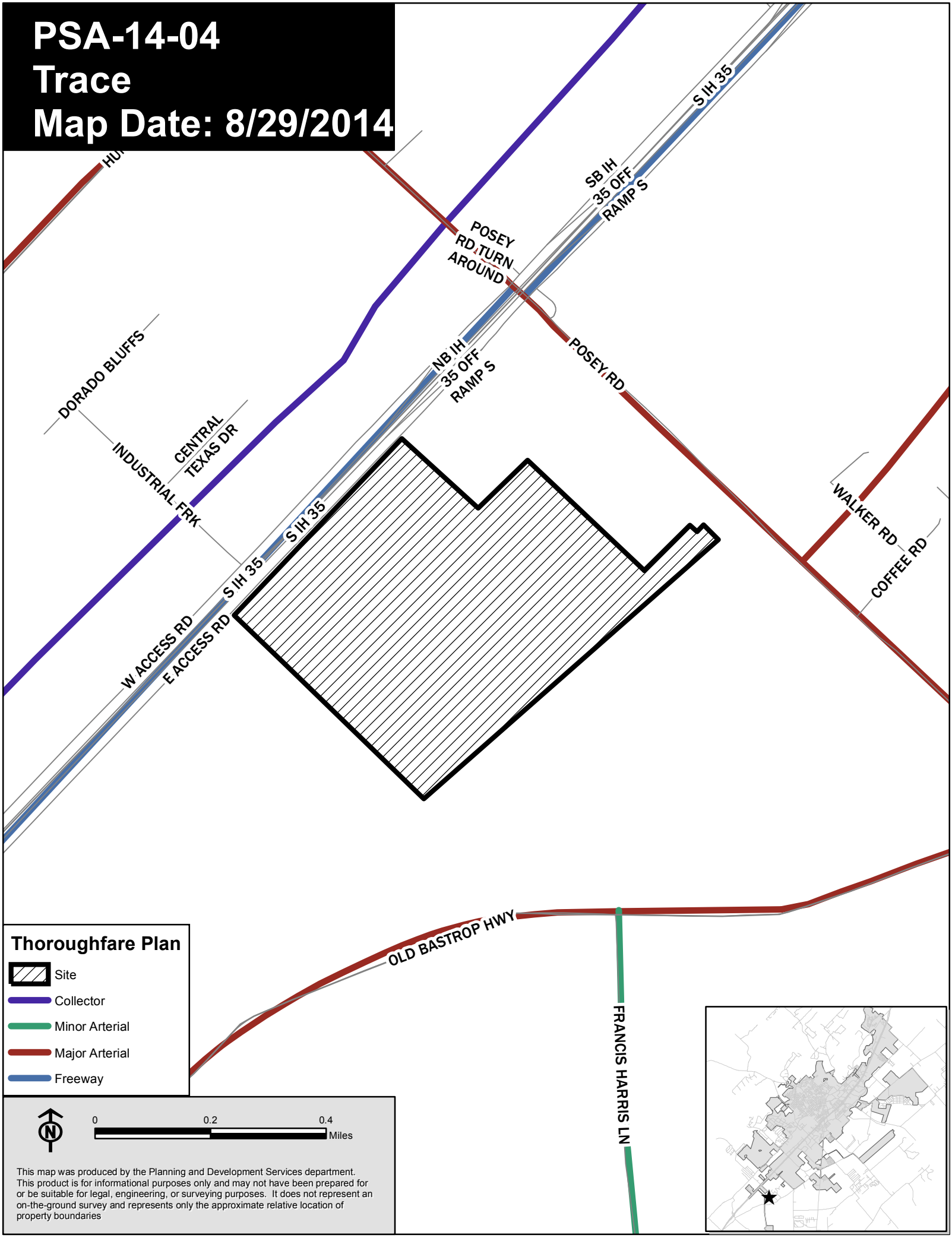

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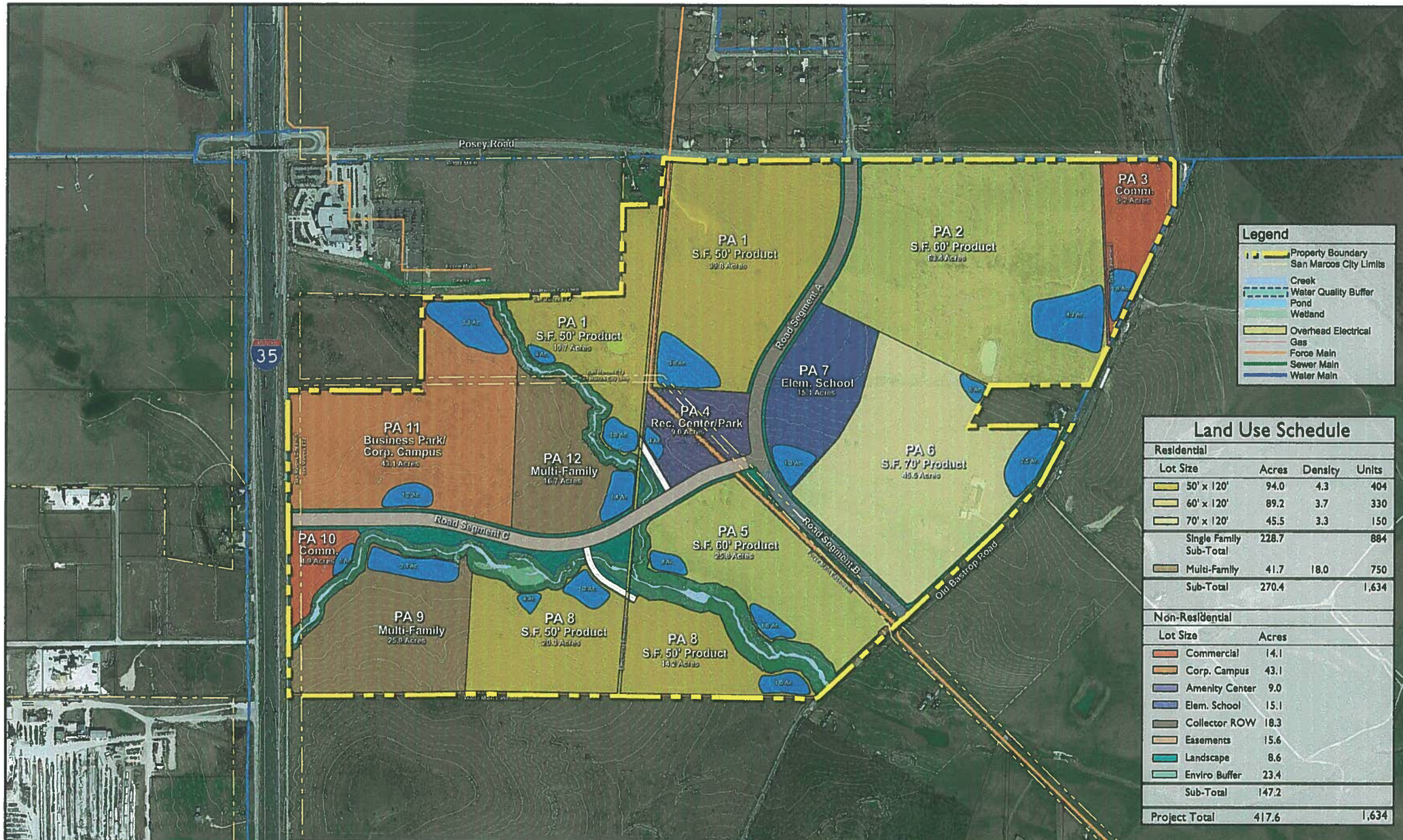


Land Use Schedule

Residential			
Lot Size	Acres	Density	Units
50' x 120'	94.0	4.3	404
60' x 120'	89.2	3.7	330
70' x 120'	45.5	3.3	150
Single Family Sub-Total	228.7		884
Multi-Family	41.7	18.0	750
Sub-Total	270.4		1,634

Non-Residential	
Lot Size	Acres
Commercial	14.1
Corp. Campus	43.1
Amenity Center	9.0
Elem. School	15.1
Collector ROW	18.3
Easements	15.6
Landscape	8.6
Enviro Buffer	23.4
Sub-Total	147.2
Project Total	417.6
	1,634

Highpointe Communities

San Marcos, Texas

CONCEPTUAL MASTER PLAN

SCALE : 1" = 300'

0 150 300 600

DATE : 05-06-2014

NORTH

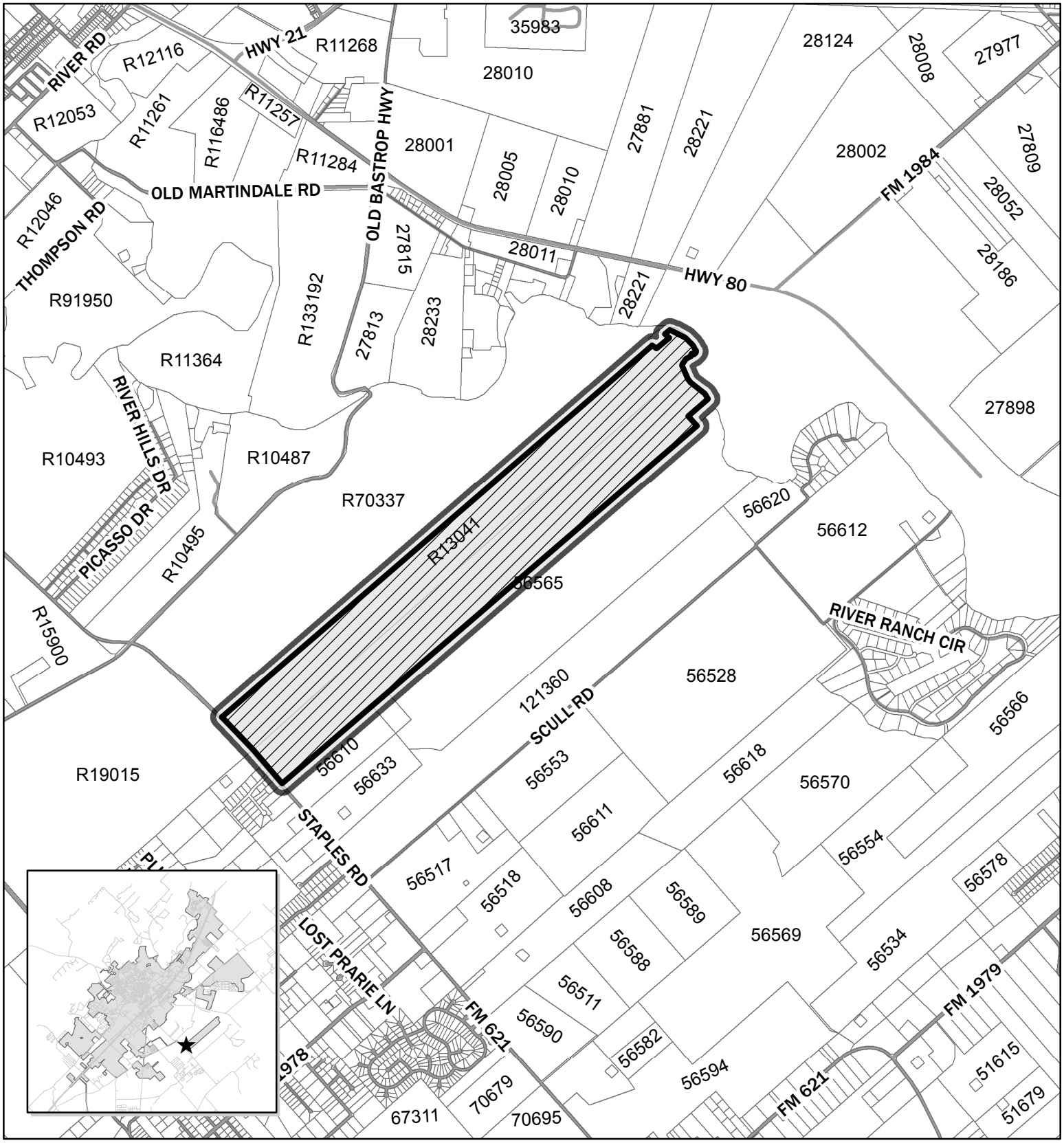
Aerial Photography circa January 2014

2' Contour Interval

712 Congress Avenue, Suite 320
Austin, TX 78701
Tel (512) 480-0342 Fax (512) 480-0617
www.rviplanning.com

All information furnished regarding this property is from sources deemed reliable. However, RVI has not made an independent investigation of these sources and no warranty or representation is made by RVI as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objectives.

File: L:\30141 141 1\Concepts\conceptual master plan2.dwg



PSA-14-05
Hilert Tract
Map Date: 8/8/2014

Site Location
Notification Buffer (200 feet)

0 1,750 3,500 7,000 Feet

N

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PSA-14-05 (Hillert Tract) Preferred Scenario Amendment Review **(By Comp Plan Element)**

LAND USE – Preferred Scenario Map / Land Use Intensity Matrix

	YES	NO (map amendment required)
Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?		X

ECONOMIC DEVELOPMENT – Furthering the goal of the Core 4 through the three strategies

STRATEGY	SUMMARY		Supports	Contradicts	Neutral
Preparing the 21st Century Workforce	Provides / Encourages educational opportunities				X
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business				X
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity				applicant indicates that proposed project will provide a wide variety of housing

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

INCLUDE MAP	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint		X	X	X	X
Constraint by Class					
Cultural	X			X	
Edwards Aquifer	X				
Endangered Species	X				
Floodplains	X	X		X	X
Geological	X				
Slope	X		X		X
Soils	X	X		X	
Vegetation	X				
Watersheds		X	X		
Water Quality Zone	X			X	X

ENVIRONMENT & RESOURCE PROTECTION –

Located in Subwatershed:	Lower San Marcos River				
	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed	X				
Notes: Additional impervious cover was anticipated for the Triangle in this subwatershed. The Plan recommends various landscape management methods, including vegetative filter strips to reduce nutrient loadings.					

DRAFT

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	**N/A**
Neighborhood Commission Area(s):	**N/A**
Neighborhood Character Study Area(s):	**N/A**

PARKS, PUBLIC SPACES AND FACILITIES –Availability of parks and infrastructure

	YES	NO
Will Parks and / or Open Space be Provided?		
Will Trails and / or Green Space Connections be Provided?		
Parkland dedication or fee in lieu will be determined at the time of subdivision.		
Public Facility Availability		
	YES	NO
Parks / Open Space within ¼ mile (walking distance)?		**X**
Wastewater service available?		**X**
Water service available? **Water main exists along Old Bastrop Highway**		**X**

TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

		A	B	C	D	F
Existing Daily LOS	**Staples Road**	**X**				
Existing Peak LOS	**Staples Road**	**X**				
Preferred Scenario Daily LOS	**Staples Road** **New Road (N/A)**	**X**			**X**	
Preferred Scenario Peak LOS	**Staples Road** **New Road (N/A)**	**X**				**X**
			N/A	Good	Fair	Poor
Sidewalk Availability			**X**			
			YES		NO	
Adjacent to existing bicycle lane?					**X**	
Adjacent to existing public transportation route?					**X**	
Notes: **A freeway is indicated through this property on the thoroughfare map. The 2035 Travel Demand Model did not connect this freeway to other roadways – likely resulting in the low Level of Service shown on the maps.**						

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PSA-14-05
Hillert Tract
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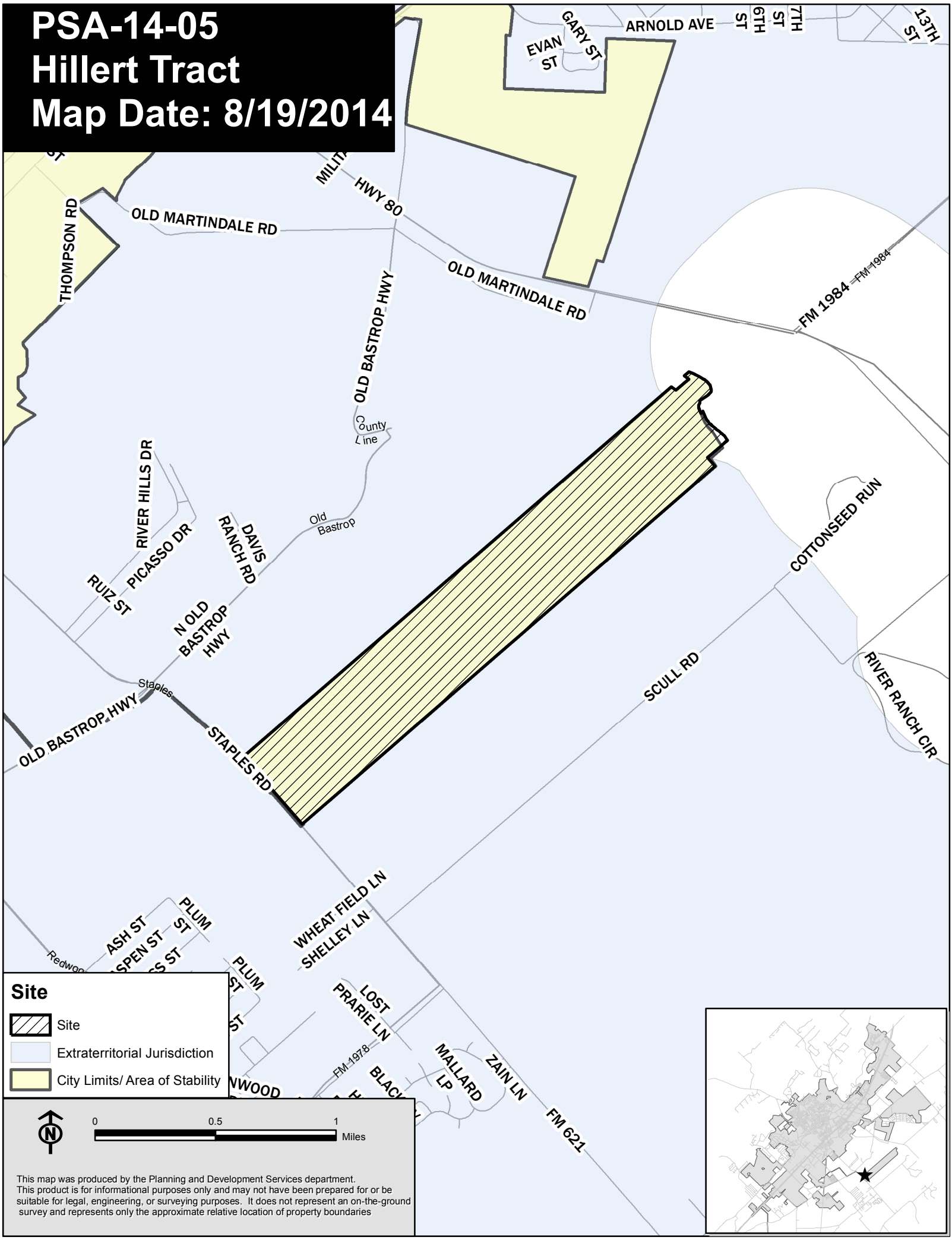

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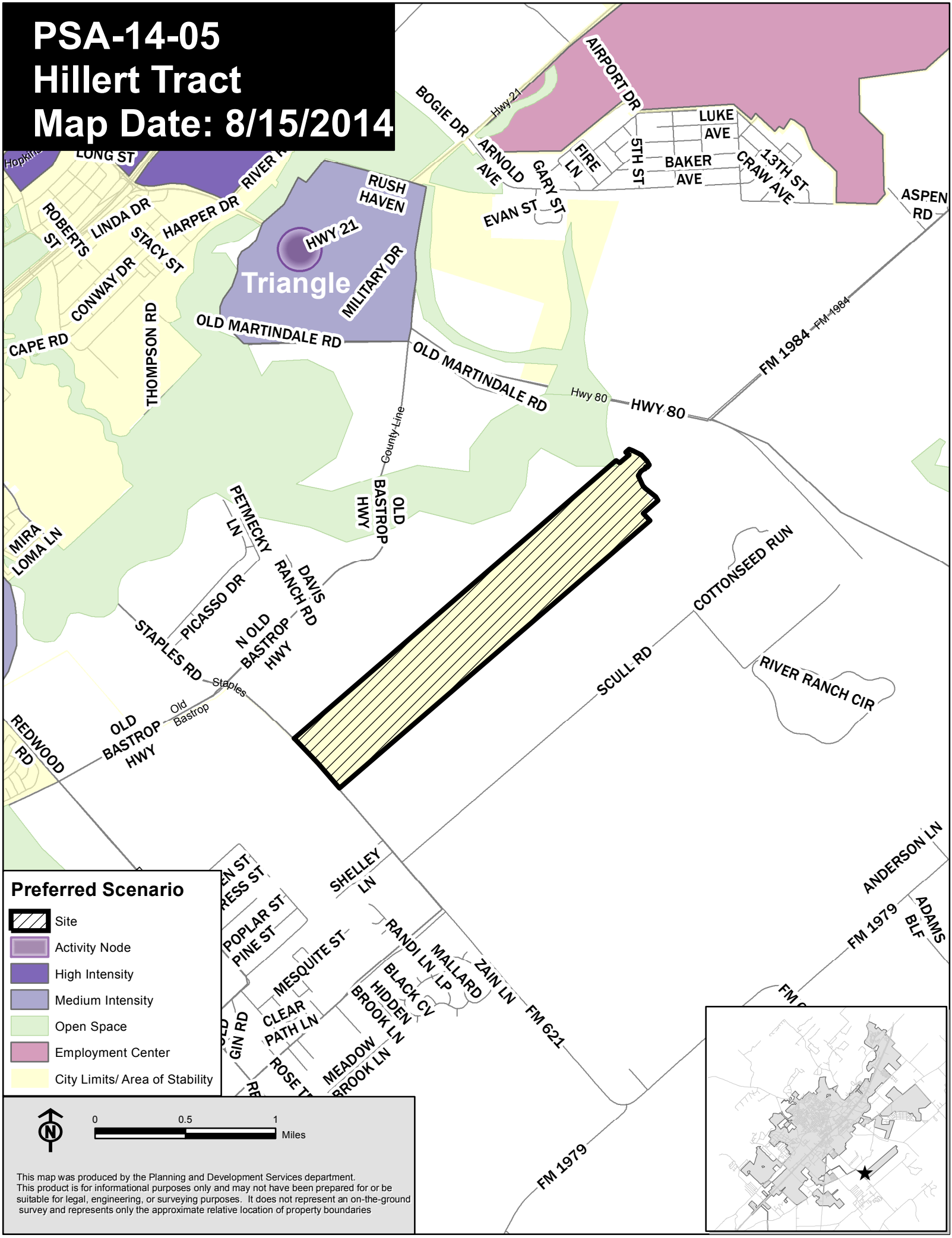

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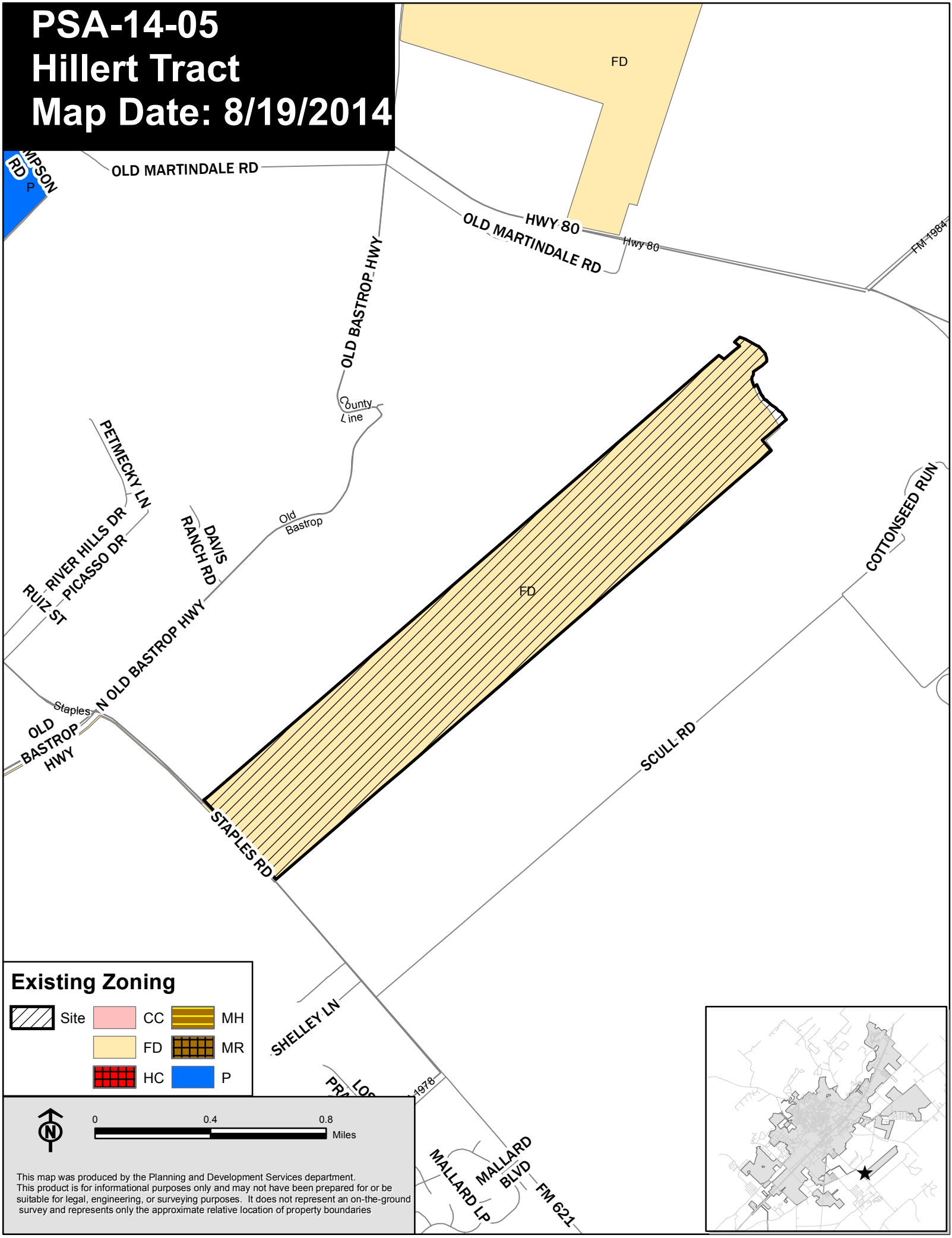
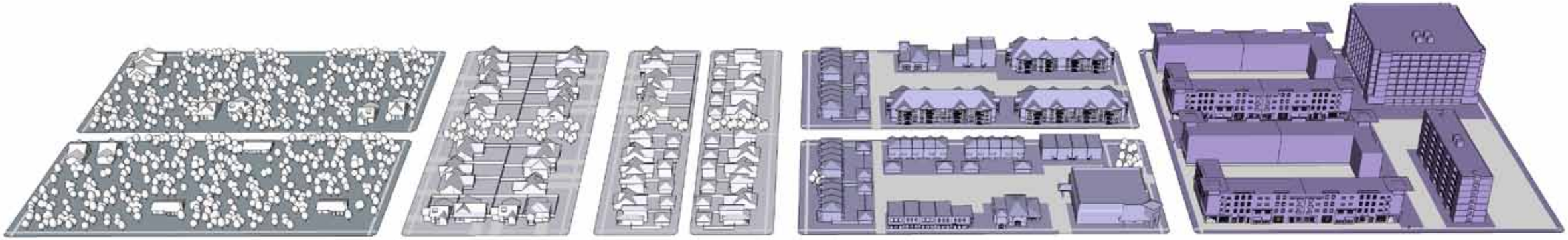


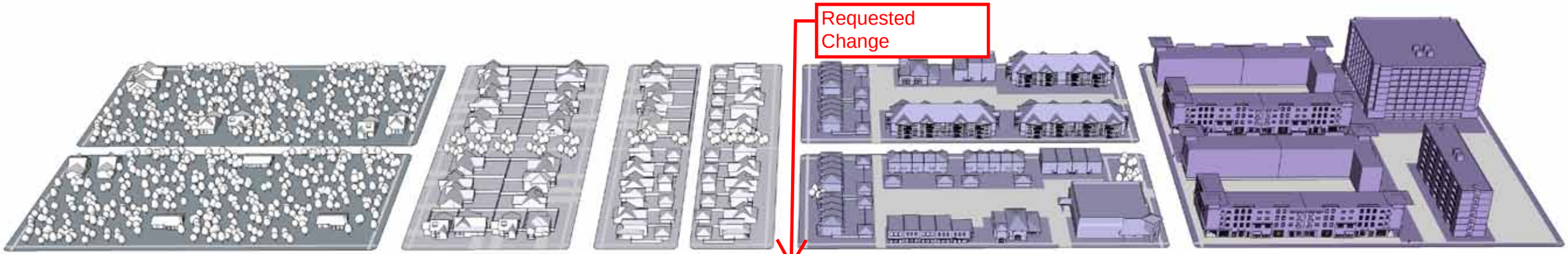


Open Space / Agricultural	Low Intensity and Areas of Stability	Medium Intensity	High Intensity
Preserve Areas Hiking Trails Community Gardens **Active Recreation Areas** Recreation-related Commercial Camping Hiking Trails Community Gardens **Agricultural / Ranching** Single Family Residential Bed & Breakfast Home Office Produce Stands Hiking Trails Community Gardens			
Neighborhood & Area Protection / Conservation	**General Use Categories:** Single Family, Home Office, Corner Neighborhood Retail - no gas **Building Types:** 1-2 Story, 3 with CUP **Examples:** Existing Predominately Single-Family Neighborhoods, Default Classification for any area not classified, Utilize Land Use Suitability Map	**General Use Categories:** Single Family, Duplex, Multi-family at nodes, Bed & Breakfast, Home Office, Corner Neighborhood Retail - gas with CUP, Office, Convenience Retail, Restaurants - no drive through **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Triangle - single family	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging **Building Types:** 1-4 Story, Mixed-use at nodes and corridors
Redevelopment Infill	**General Use Categories: Single Family with accessory building, Bed & Breakfast (5 rooms), Home Office, Corner Neighborhood Retail - no gas, Restaurants - no drive through** **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Examples:** Existing Mixed Residential Areas	**General Use Categories:** Single Family, Duplex, Multi-family at nodes, Lodging, Home Office, Office / Flex Space at nodes, Corner Store, Convenience Retail with gas, Restaurants **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** South End	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging **Building Types:** 1-5 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Downtown, Midtown

NOTES: Recreation-related commercial uses in active recreation areas will require special standards

NOTES: Commercial at major nodes and along corridors (with uses that are predominately non-single-family residential); One lot depth for commercial along corridors and at nodes; Corridors include but are not limited to: Old RR 12: Holland to Wonderworld, LBJ east of Holland, Arterials in the Edwards Recharge Zone

NOTES: Commercial and Multi-family at major nodes and along corridors; One lot depth for commercial in Protection / Conservation; Two lot depth in all other areas; Corridors include but are not limited to: Hopkins east of Moore, University: Sessom to Hopkins, RR12: Lindsay to Hopkins, Hunter: San Antonio to Wonderworld



Current Conditions

New Development

Low Intensity and Areas of Stability	Medium Intensity	High Intensity
General Use Categories: Single Family with accessory building, Bed & Breakfast (5 rooms), Home Office, Corner Neighborhood Retail - no gas, Restaurants - no drive through **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Blanco Vista, Paso Robles Default classification for sites with 20 acres or more	**General Use Categories:** Single Family, Duplex, Multi-family, Lodging, Home Office, Office / Flex Space at nodes, Corner Store, Convenience Retail with gas, Restaurants, Light Industrial with CUP **Building Types:** 1-5 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Blanco Vista, Paso Robles, East Village, Medical District, South End, Star Park, Triangle	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging, Light Industrial with CUP **Building Types:** 1-5 Story, Mixed-use at nodes and corridors

NOTES: Commercial and Multi-family at major nodes and along corridors; One lot depth for commercial in Protection / Conservation; Unlimited lot depth in all other areas; Corridors include but are not limited to: LBJ south of Sessom, Aquarena Springs: Sessom to IH 35, Guadalupe: University to IH 35

GENERAL NOTES:
Uses in potential Employment Centers include: Industrial, Office Parks and Retail Malls with standards
Uses and intensity must comform with the City's Edwards Aquifer regulations
Corridor intensity varies with intensity zone
Development intensity decreases with distance from a node or corridor
Home Office - no signage, no sales, one employee
All on-premise consumption of alcohol requires a CUP
The Urban Land Institute defines Convenience Retail as: minimart, restaurant, beauty parlor, dry cleaner, fast food service, medical and dental office
Civic uses are permitted in all development types / intensity zones
All commercial uses in Protection / Conservation and Redevelopment / Infill should follow compatibility standards including architectural standards
Lot depth for corridors is typically 120 feet

Land Development Code Zoning Classifications :: Vision San Marcos Comprehensive Plan Intensity Zone / Development Pairs

TRANSLATION TABLE

Hillert Tract Current Condition

Requested Change

Zoning Abbreviation	Intensity Zone / Development Pairs										
	LS-PC	*LS-RI*	*LS-ND*	*M-PC*	*M-RI*	*M-ND*	*H-PC*	*H-RI*	*H-ND*	*EC*	*OA**
FD	✓	✓	✓								✓
AR	✓		✓								✓
SF-R	✓	✓	✓								
SF-11	✓	✓	✓								
SF-6	✓	✓	✓	✓	✓	✓					
SF-4.5		✓	✓	✓	✓	✓	✓	✓	✓		
D		✓	✓	✓	✓	✓					
DR		✓	✓	✓	✓	✓	✓	✓	✓		
TH		✓	✓	✓	✓	✓	✓	✓	✓		
PH-ZL		✓	✓	✓	✓	✓	✓	✓	✓		
MF-12		✓	✓	✓	✓	✓	✓	✓	✓		
MF-18				✓	✓	✓	✓	✓	✓		
MF-24				✓	✓	✓	✓	✓	✓		
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MH		✓	✓	✓	✓	✓					
MU		✓	✓	✓	✓	✓	✓	✓	✓	✓	
VMU				✓	✓	✓	✓	✓	✓	✓	
P	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
OP				✓	✓	✓	✓	✓	✓	✓	
NC		✓	✓	✓	✓	✓	✓	✓	✓		
CC					✓	✓	✓	✓	✓		
GC					✓	✓	✓	✓	✓	✓	
HC					✓	✓	✓	✓	✓	✓	
CBA							✓	✓	✓		
SC			✓	✓	✓	✓	✓	✓	✓	✓	
LI									✓	✓	
HI										✓	
PDD	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

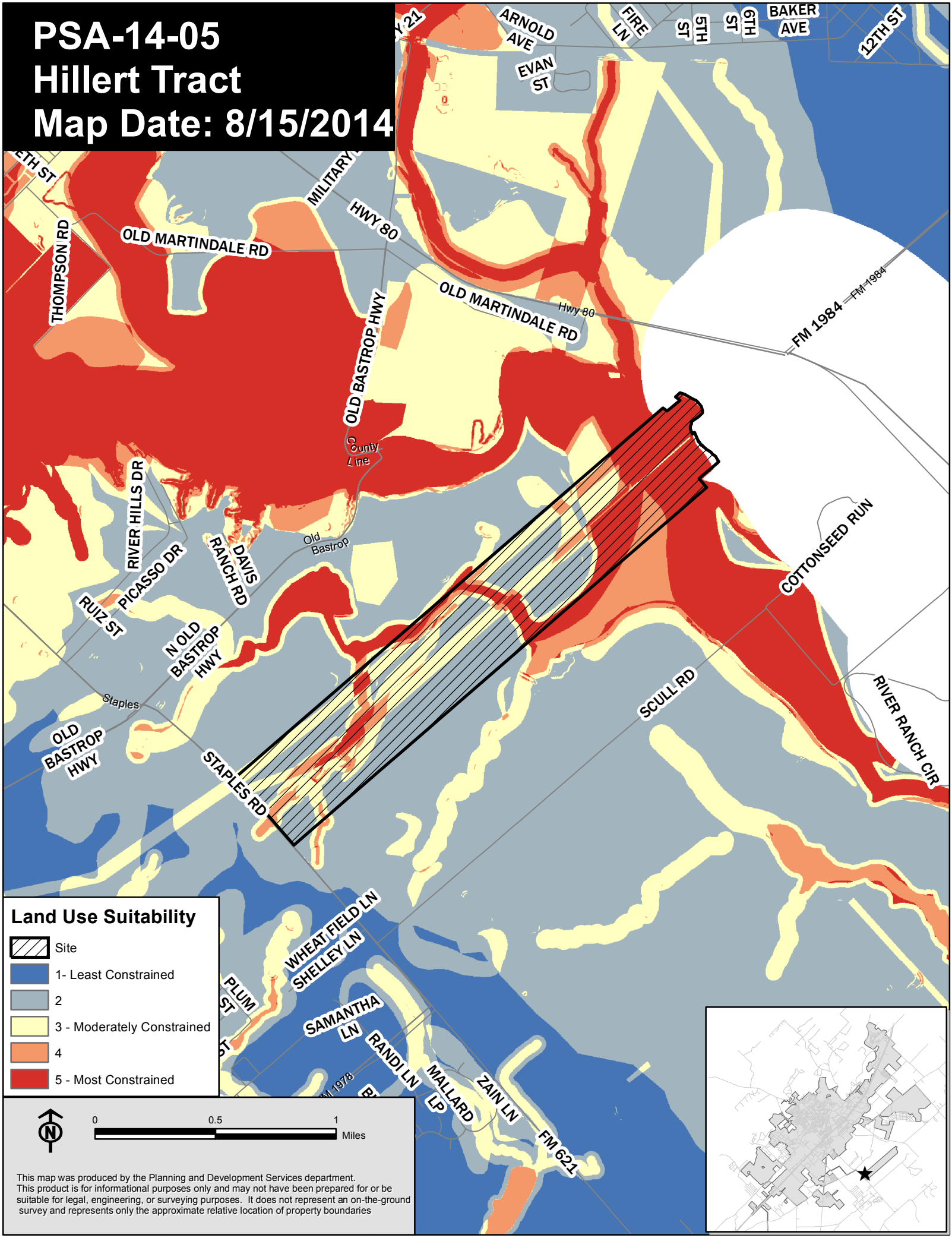
*OA is generally intended where shown on the Preferred Scenario Map

LS - Low Intensity and Areas of Stability
M - Medium Intensity
H - High Intensity

PC - Neighborhood Area Protection /Conservation
RI - Redevelopment / Infill
ND - New Development

EC - Employment Center
OA - Open Space / Agricultural

PSA-14-05
Hillert Tract
Map Date: 8/15/2014



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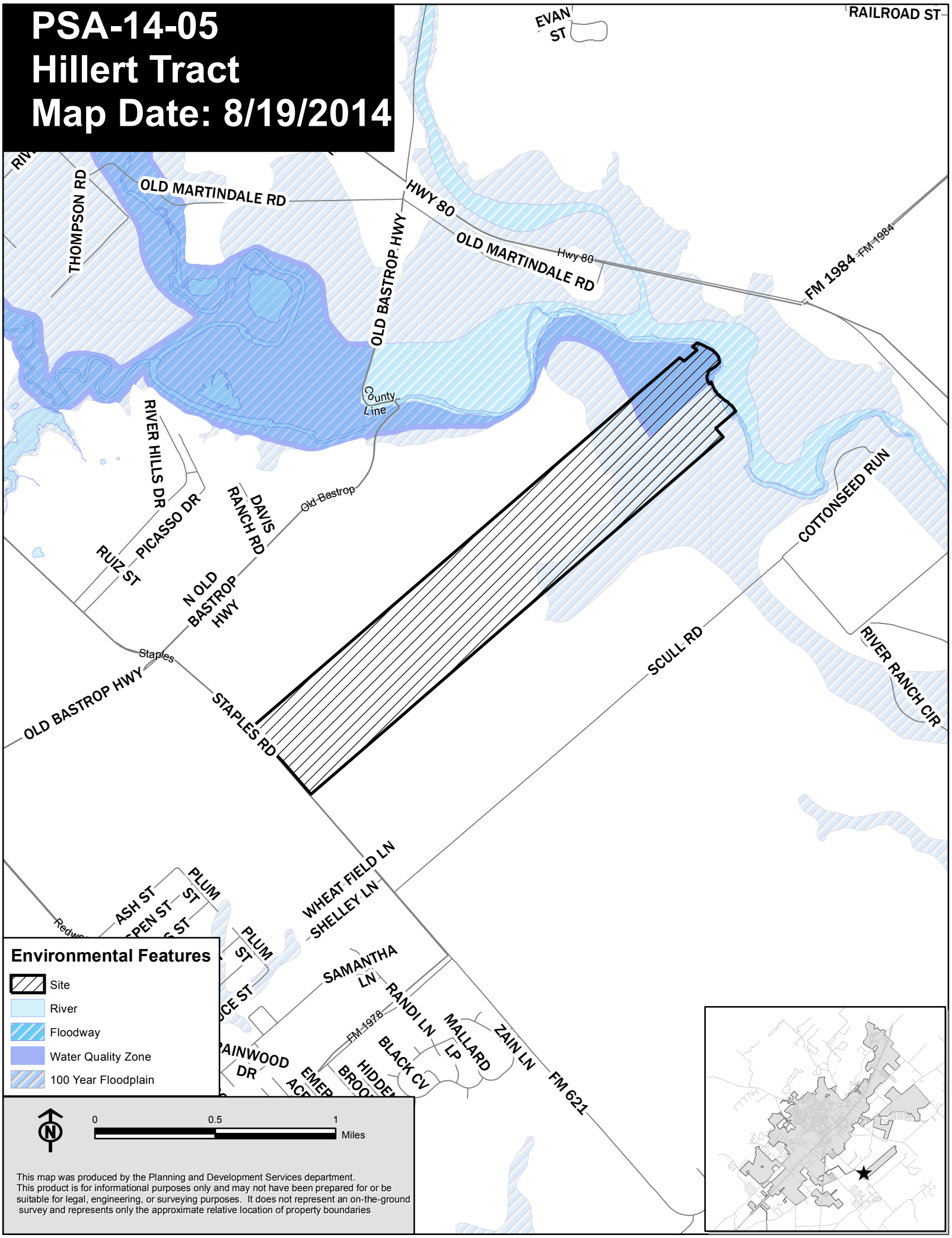

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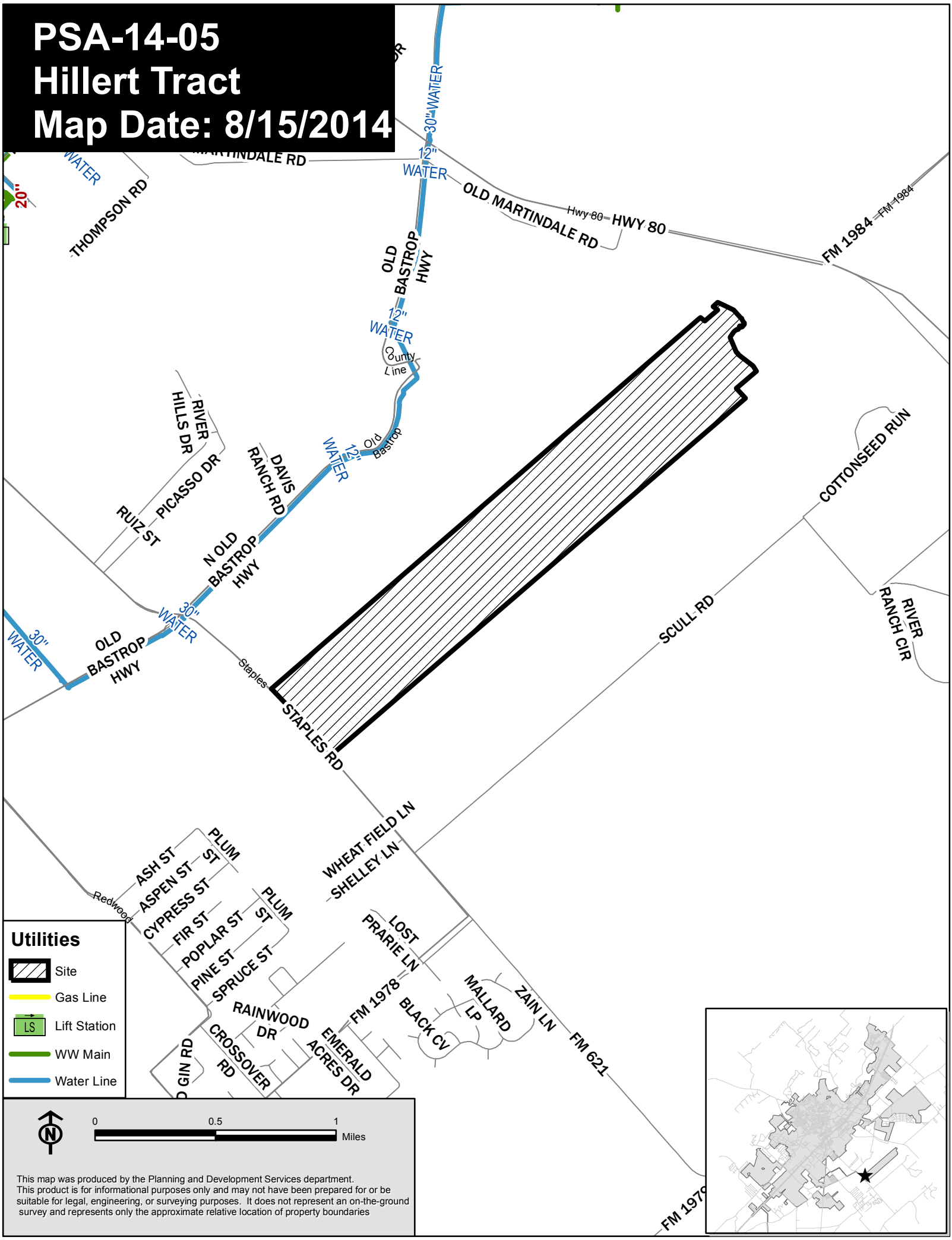

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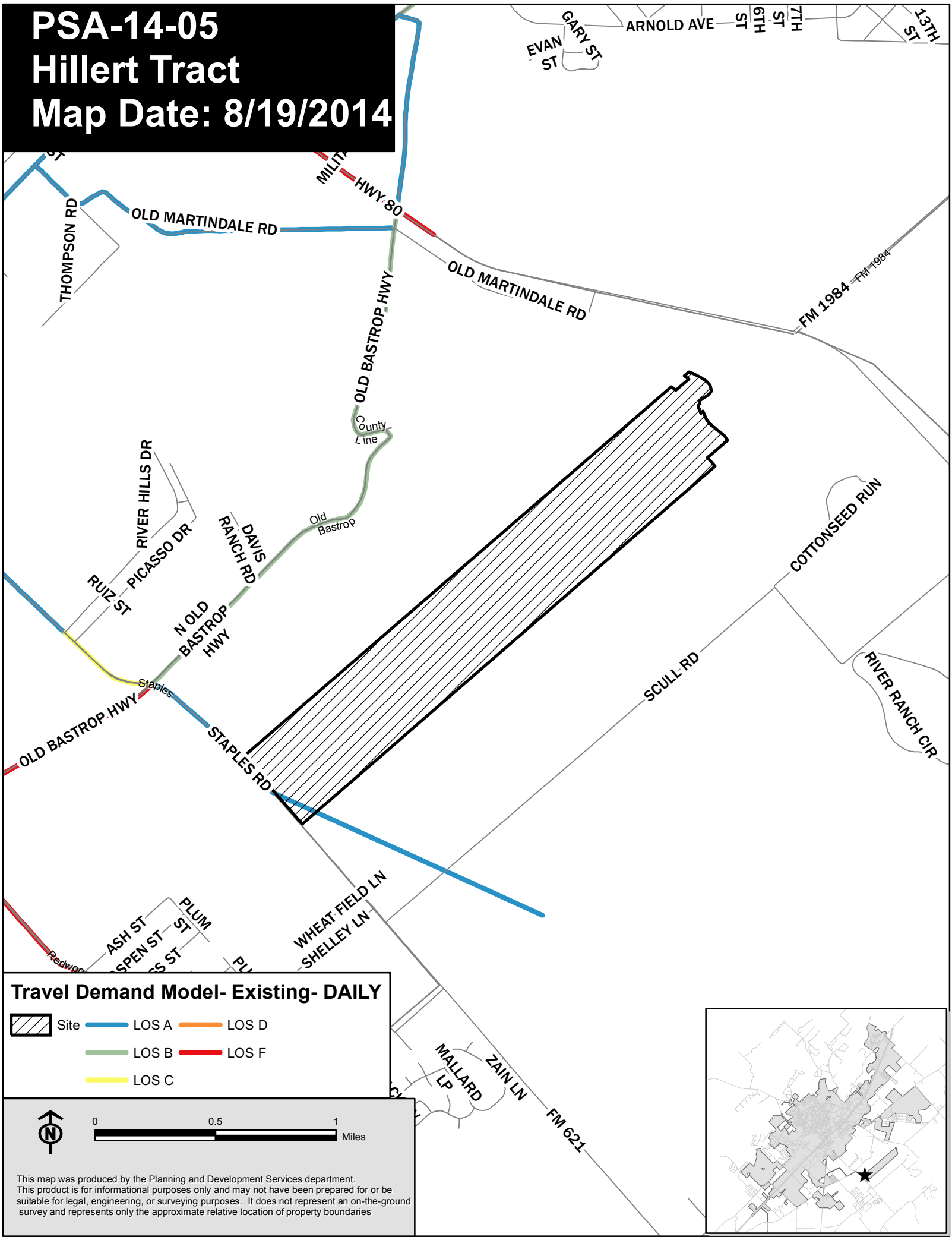

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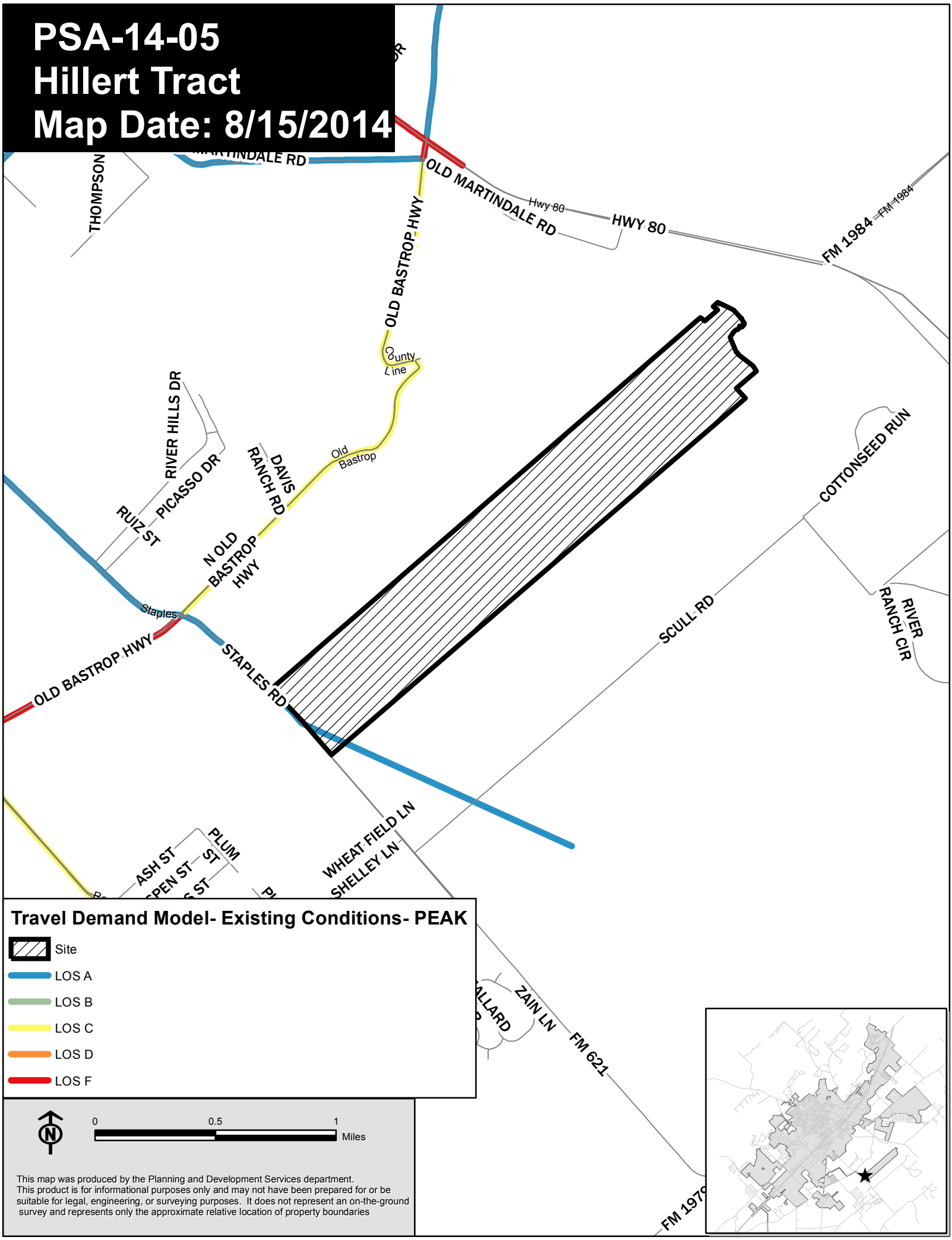

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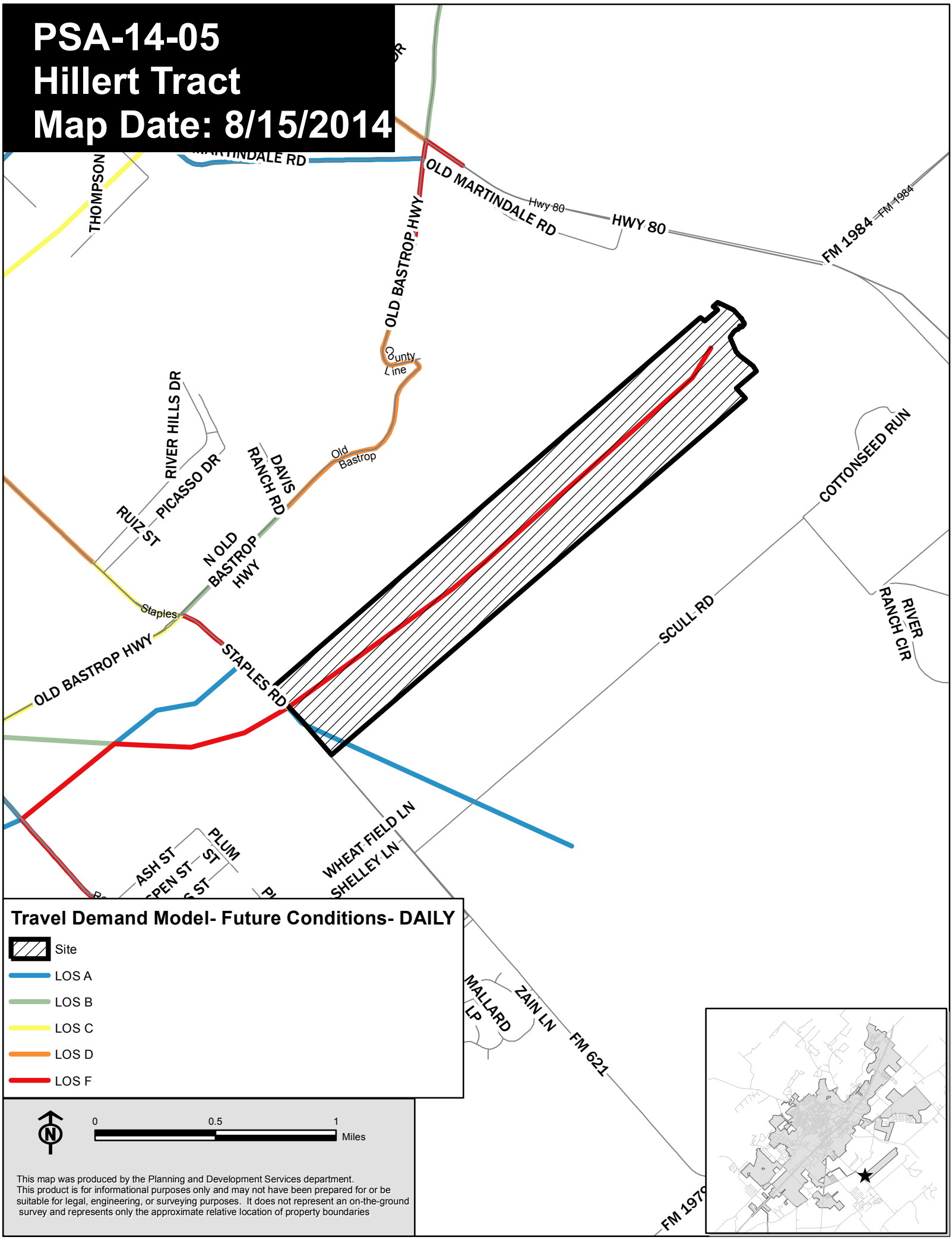

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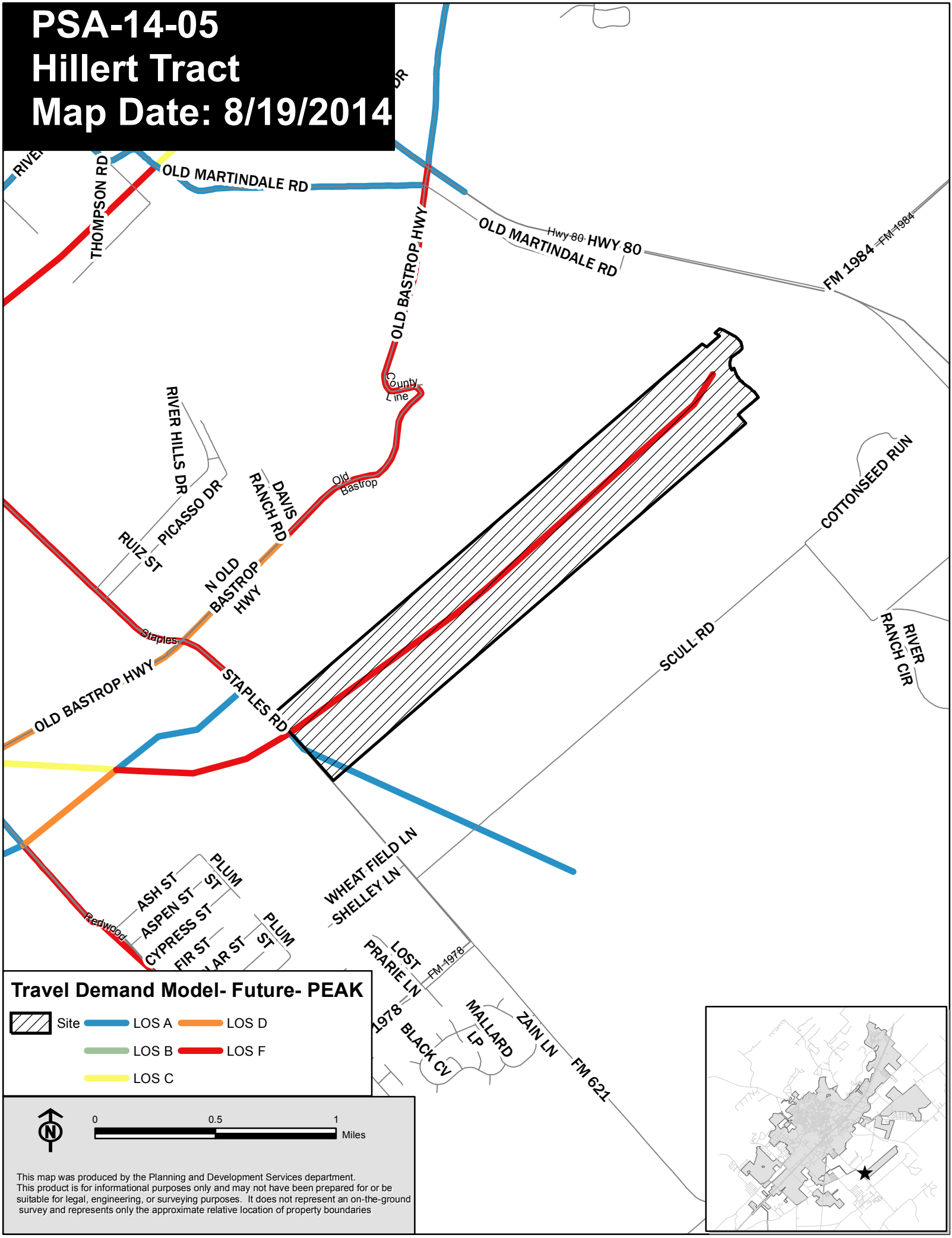

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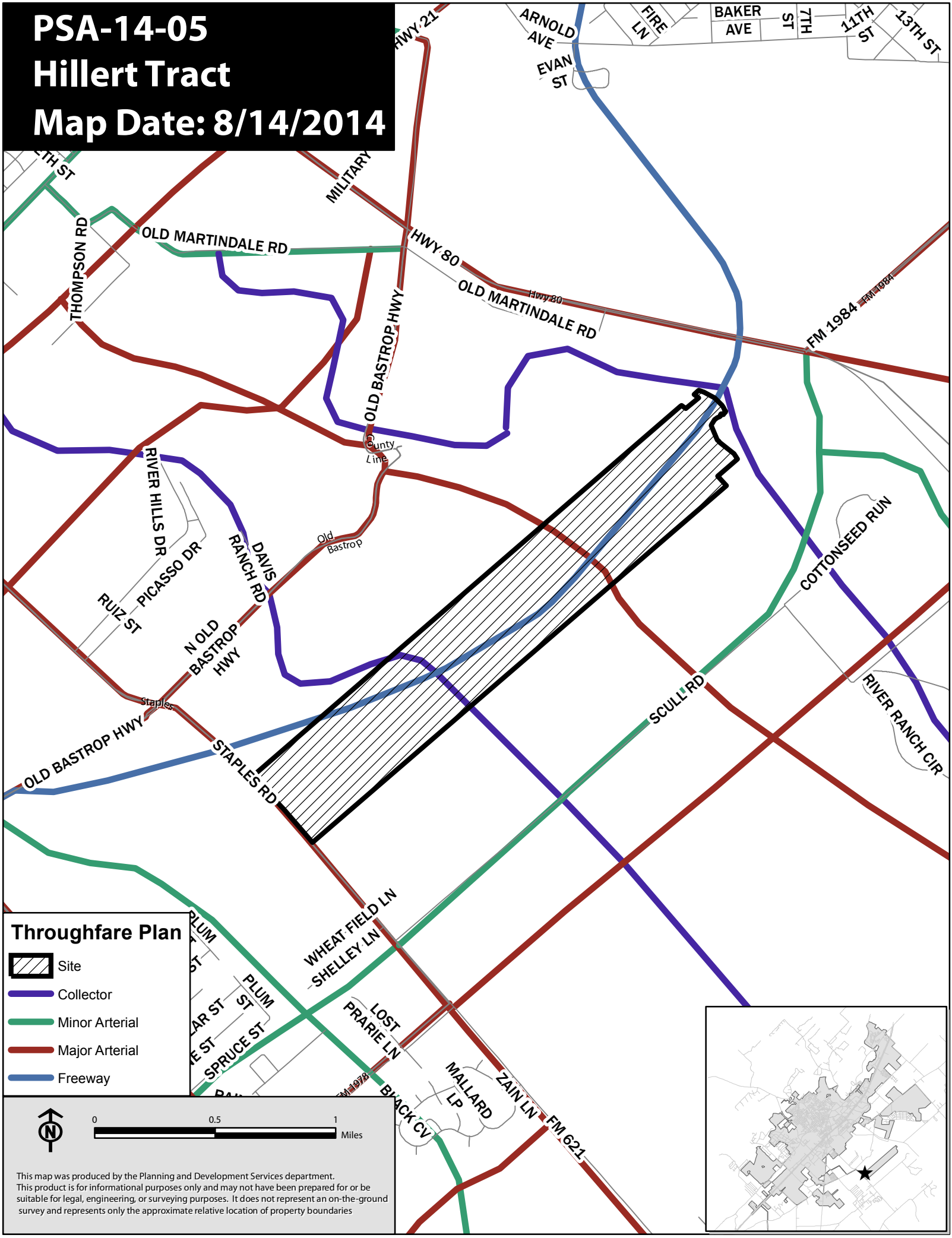

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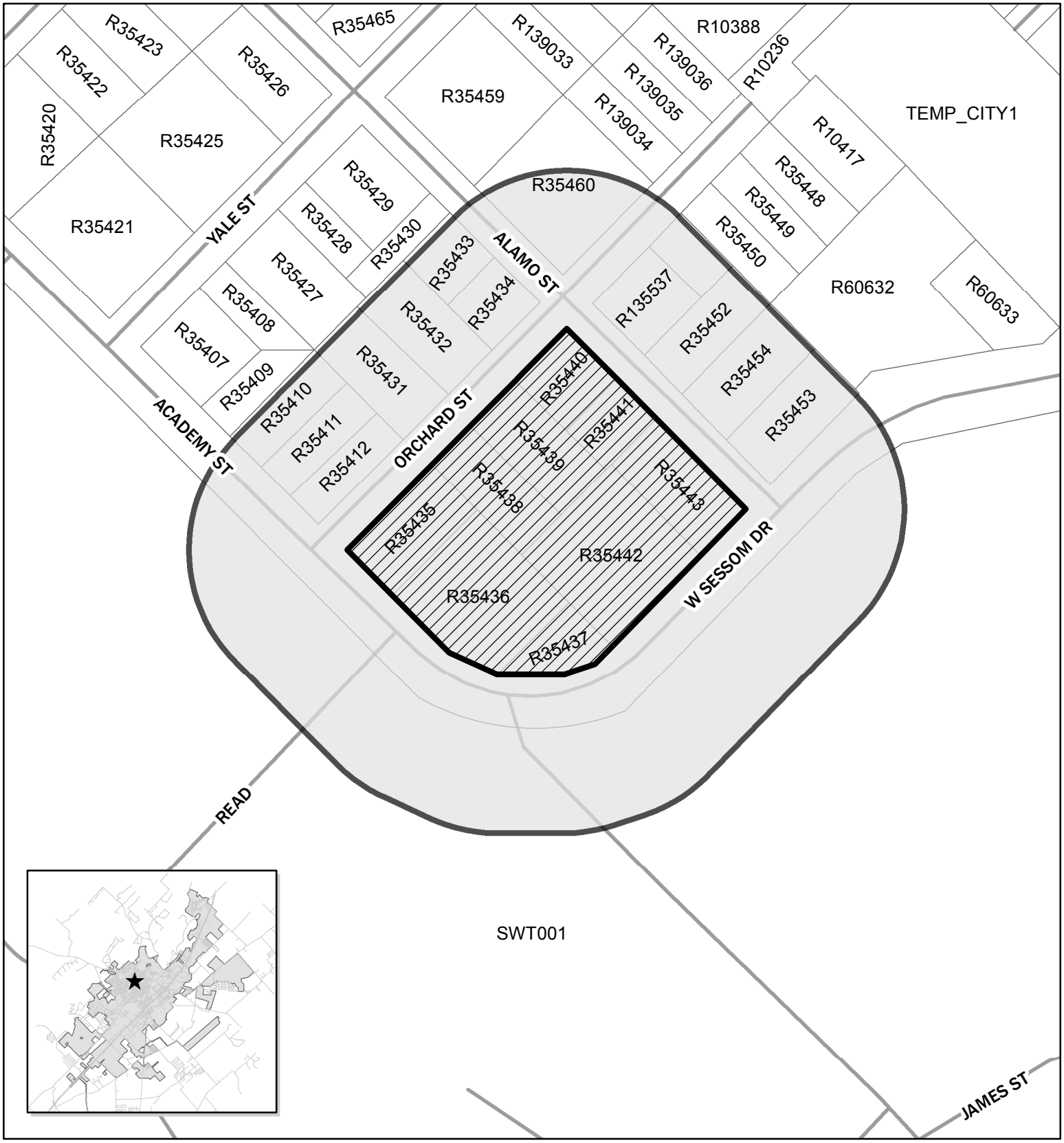

PSA-14-06
Campus Village
Map Date: 8/11/2014

Site Location
Notification Buffer (200 feet)

0 100 200 400 Feet

N

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PSA-14-06 (Campus Village) Preferred Scenario Amendment Review **(By Comp Plan Element)**

LAND USE – Preferred Scenario Map / Land Use Intensity Matrix

	YES	NO (map amendment required)
Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?		X

ECONOMIC DEVELOPMENT – Furthering the goal of the Core 4 through the three strategies

STRATEGY	SUMMARY		Supports	Contradicts	Neutral
Preparing the 21st Century Workforce	Provides / Encourages educational opportunities				**Applicant indicates education enhancement features included**
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business		**Applicant indicates retail and office space included**		
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity				**Applicants indicates entrepreneurial hub**

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

INCLUDE MAP	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint			X	X	
Constraint by Class					
Cultural	X				
Edwards Aquifer		X			
Endangered Species	X				
Floodplains	X				
Geological	X				
Slope	X				
Soils		X		X	
Vegetation	X				
Watersheds				X	
Water Quality Zone	X				

ENVIRONMENT & RESOURCE PROTECTION –

Located in Subwatershed:	**Sessom Creek**				
	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed	X				

DRAFT

Notes: **No additional impervious cover was anticipated, or modeled, in this subwatershed. The Plan recommends implementing BMPs for any development that may occur in order to protect the water quality of Sessom Creek. The subwatershed was highlighted as being important to protect due to its proximity to the headwaters of the San Marcos River, the home of several endangered species.**

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	**Holland Hills**
Neighborhood Commission Area(s):	**Sector 3**
Neighborhood Character Study Area(s):	**N/A**

PARKS, PUBLIC SPACES AND FACILITIES –Availability of parks and infrastructure

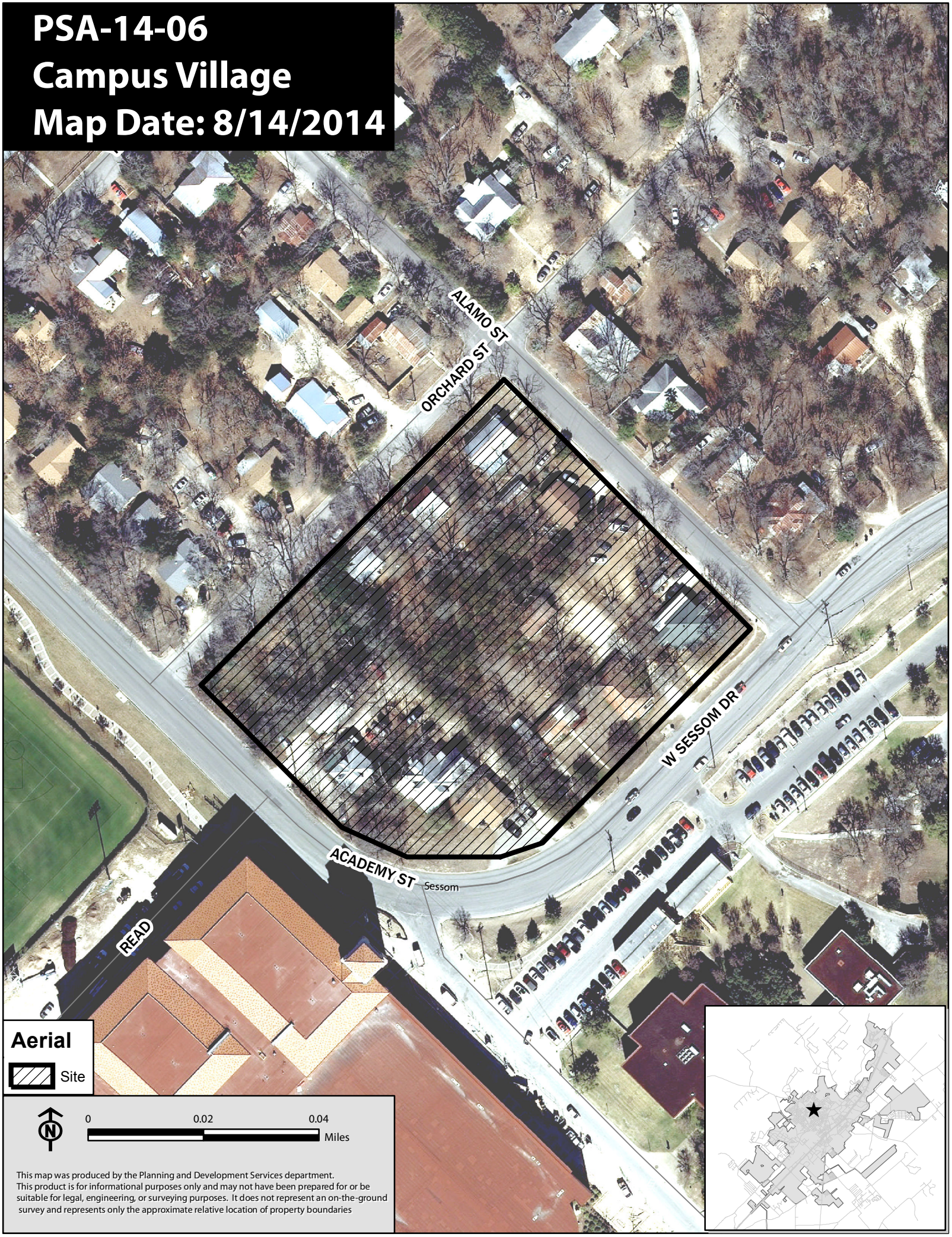
				YES	NO
Will Parks and / or Open Space be Provided?					
Will Trails and / or Green Space Connections be Provided?				X	
Parkland dedication or fee in lieu will be determined at the time of subdivision.					
Maintenance / Repair Density	Low (maintenance)		Medium		High (maintenance)
Wastewater Infrastructure	X				
Water Infrastructure	X	X			
Public Facility Availability					
				YES	NO
Parks / Open Space within ¼ mile (walking distance)?					X
Wastewater service available?				X*	
Water service available?				X	

TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

		A	B	C	D	F
Existing Daily LOS	Sessom Drive Academy Street	X X				
Existing Peak LOS	Sessom Drive Academy Street	X	 X			
Preferred Scenario Daily LOS	Sessom Drive Academy Street	X X				
Preferred Scenario Peak LOS	Sessom Drive Academy Street	 X			X	
			N/A	Good	Fair	Poor
Sidewalk Availability			X	X		
			YES		NO	
Adjacent to existing bicycle lane?					X	
Adjacent to existing public transportation route?					X	
Notes: **Sessom Drive is listed as a Major Arterial and Academy Street as a Minor Arterial on the Thoroughfare Plan.**						

DRAFT

PSA-14-06
Campus Village
Map Date: 8/14/2014



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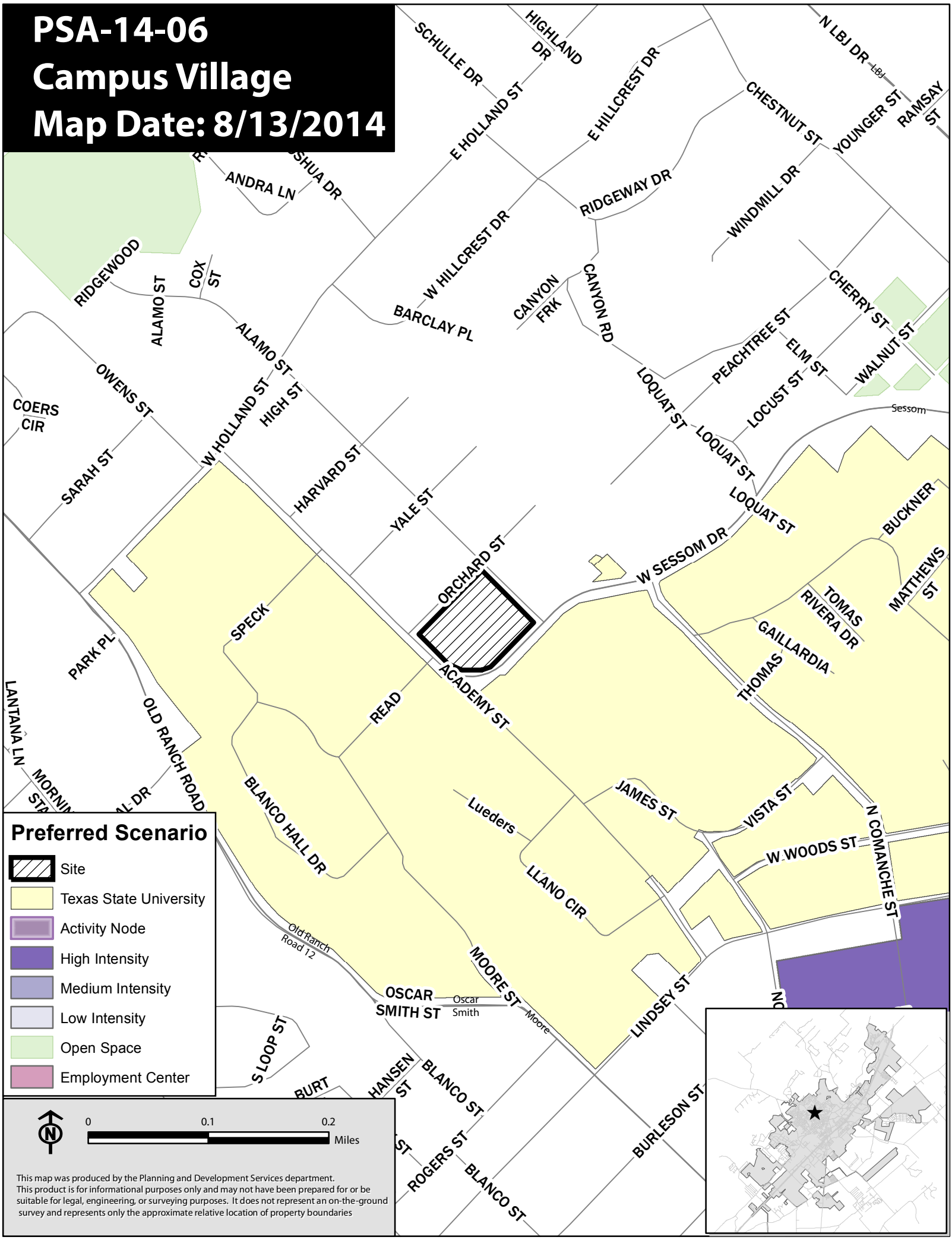

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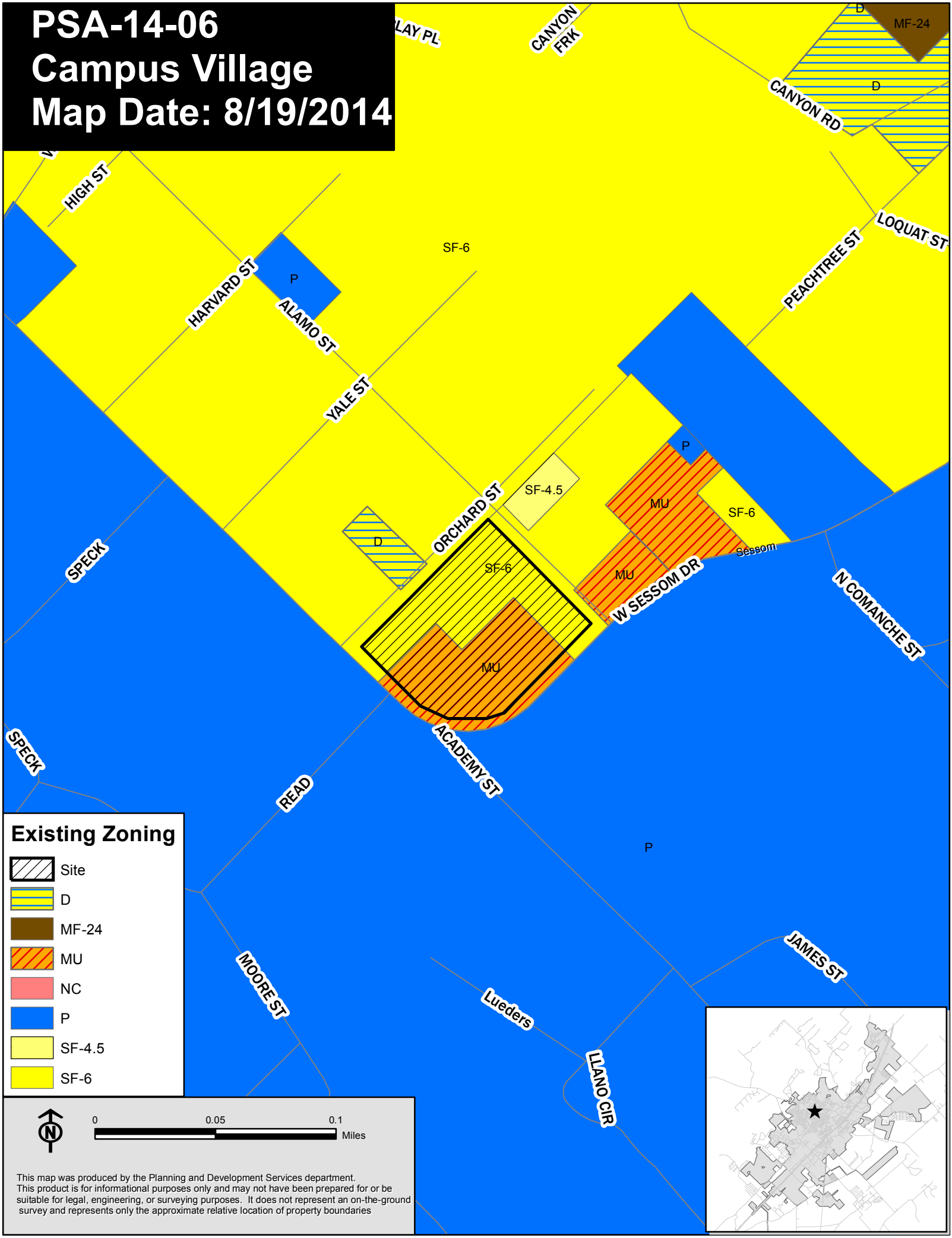

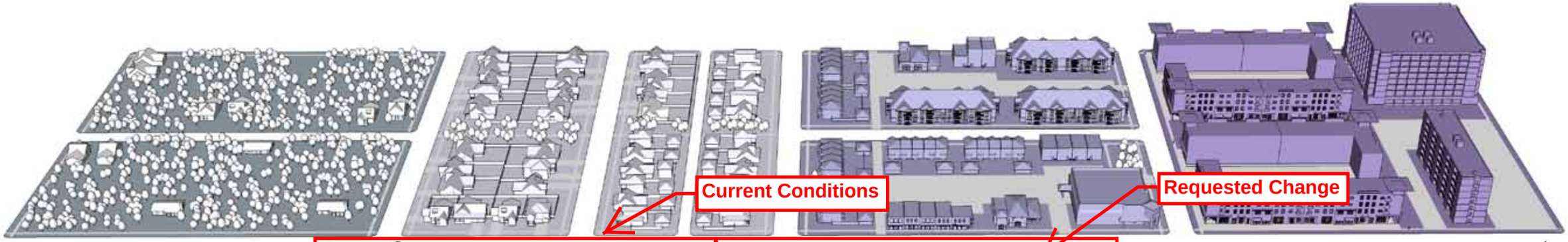

Open Space / Agricultural		Low Intensity and Areas of Stability	Medium Intensity	High Intensity
Preserve Areas Hiking Trails Community Gardens **Active Recreation Areas** Recreation-related Commercial Camping Hiking Trails Community Gardens **Agricultural / Ranching** Single Family Residential Bed & Breakfast Home Office Produce Stands Hiking Trails Community Gardens	Neighborhood & Area Protection / Conservation	**General Use Categories:** Single Family, Home Office, Corner Neighborhood Retail - no gas **Building Types:** 1-2 Story, 3 with CUP **Examples:** Existing Predominately Single-Family Neighborhoods, Default Classification for any area not classified, Utilize Land Use Suitability Map	**General Use Categories:** Single Family, Duplex, Multi-family at nodes, Bed & Breakfast, Home Office, Corner Neighborhood Retail - gas with CUP, Office, Convenience Retail, Restaurants - no drive through **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Triangle - single family	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging **Building Types:** 1-4 Story, Mixed-use at nodes and corridors
	Redevelopment Infill	**General Use Categories: Single Family with accessory building, Bed & Breakfast (5 rooms), Home Office, Corner Neighborhood Retail - no gas, Restaurants - no drive through** **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Examples:** Existing Mixed Residential Areas	**General Use Categories:** Single Family, Duplex, Multi-family at nodes, Lodging, Home Office, Office / Flex Space at nodes, Corner Store, Convenience Retail with gas, Restaurants **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** South End	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging **Building Types:** 1-5 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Downtown, Midtown

NOTES: Commercial at major nodes and along corridors (with uses that are predominately non-single-family residential); One lot depth for commercial along corridors and at nodes; Corridors include but are not limited to: Old RR 12: Holland to Wonderworld, LBJ east of Holland, Arterials in the Edwards Recharge Zone

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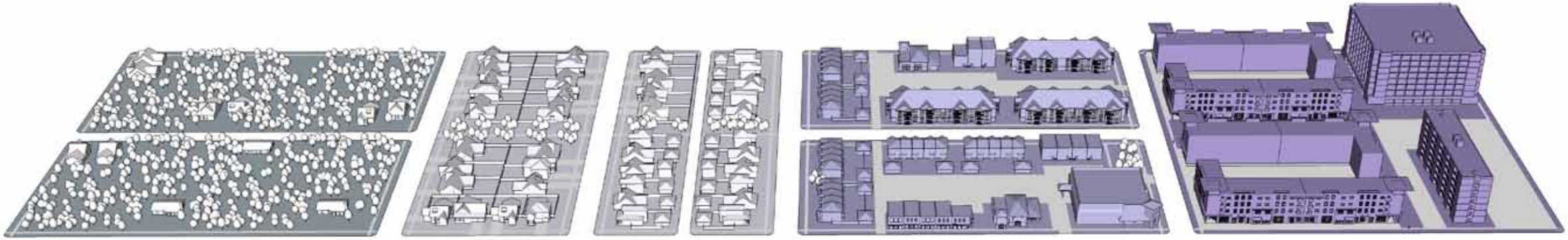

New Development	Low Intensity and Areas of Stability	Medium Intensity	High Intensity
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Land Development Code Zoning Classifications :: Vision San Marcos Comprehensive Plan Intensity Zone / Development Pairs

Campus Village Current Condition

Requested Change

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AR	✓		✓								✓
SF-R	✓	✓	✓								
SF-11	✓	✓	✓								
SF-6	✓	✓	✓	✓	✓	✓					
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D		✓	✓	✓	✓	✓					
DR		✓	✓	✓	✓	✓	✓	✓	✓		
TH		✓	✓	✓	✓	✓	✓	✓	✓		
PH-ZL		✓	✓	✓	✓	✓	✓	✓	✓		
MF-12		✓	✓	✓	✓	✓	✓	✓	✓		
MF-18				✓	✓	✓	✓	✓	✓		
MF-24				✓	✓	✓	✓	✓	✓		
MR	✓	✓	✓								
MH		✓	✓	✓	✓	✓					
MU		✓	✓	✓	✓	✓	✓	✓	✓	✓	
VMU				✓	✓	✓	✓	✓	✓	✓	
P	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
OP				✓	✓	✓	✓	✓	✓	✓	
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SC			✓	✓	✓	✓	✓	✓	✓	✓	
LI									✓	✓	
HI										✓	
PDD	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

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EC - Employment Center
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Campus Village
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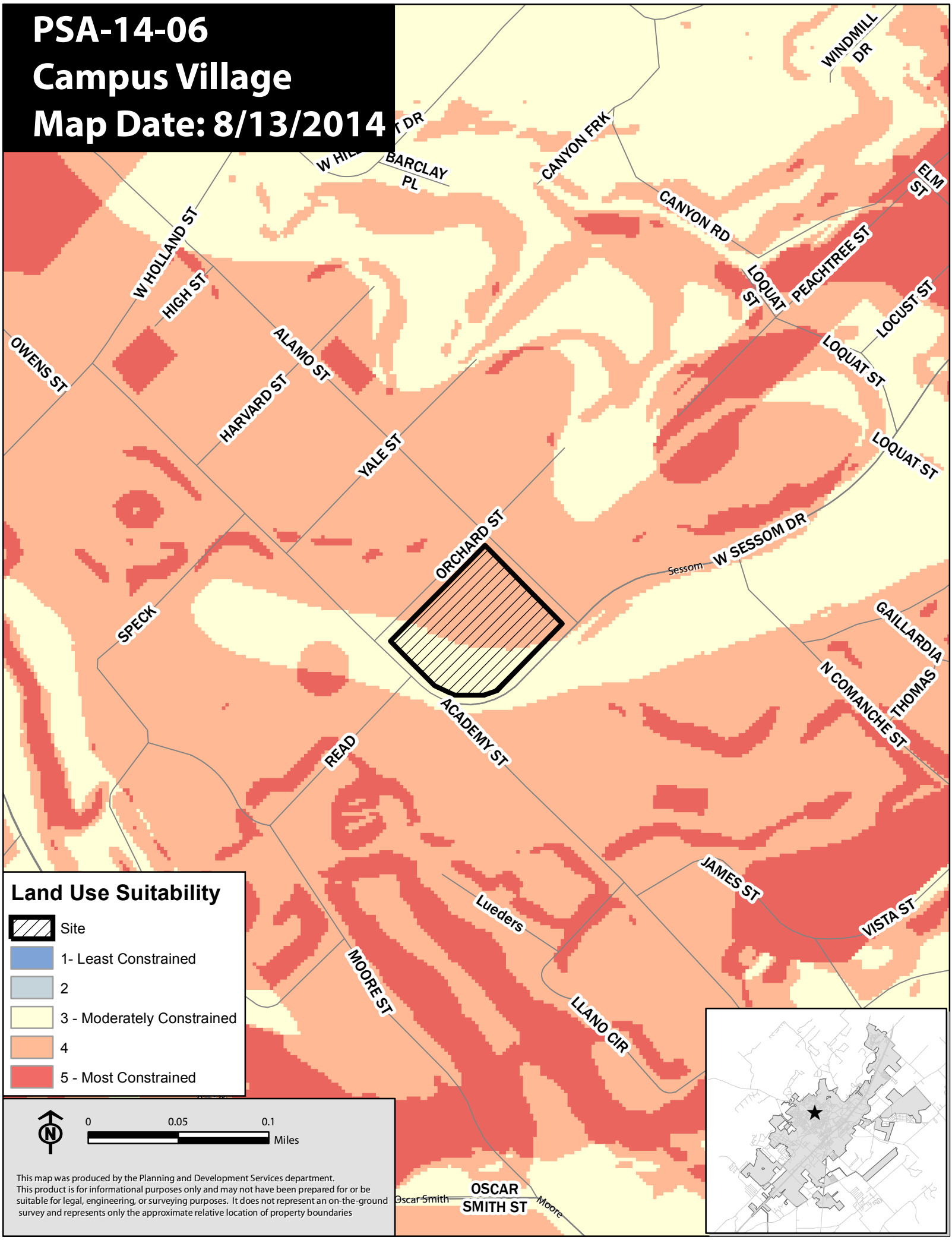

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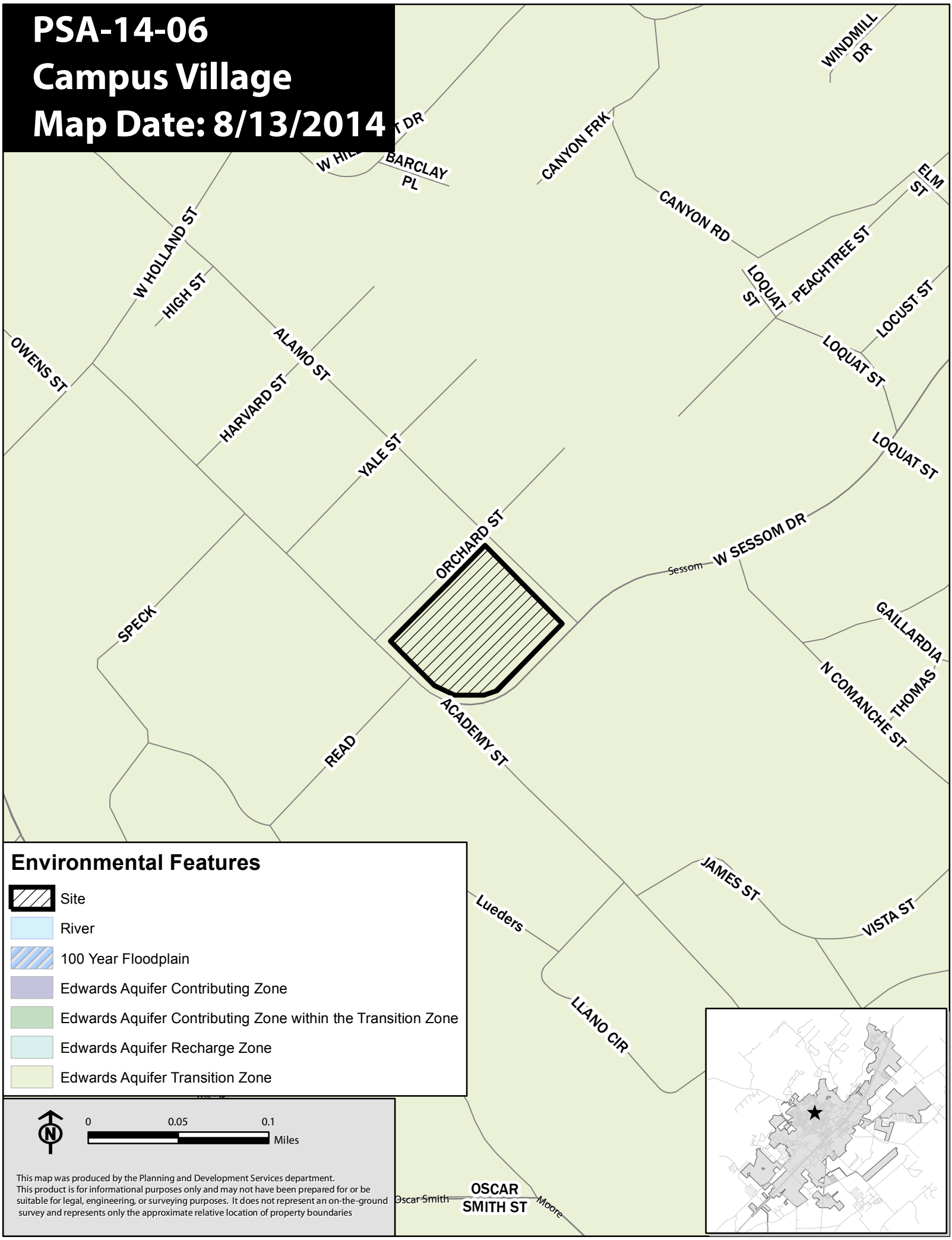

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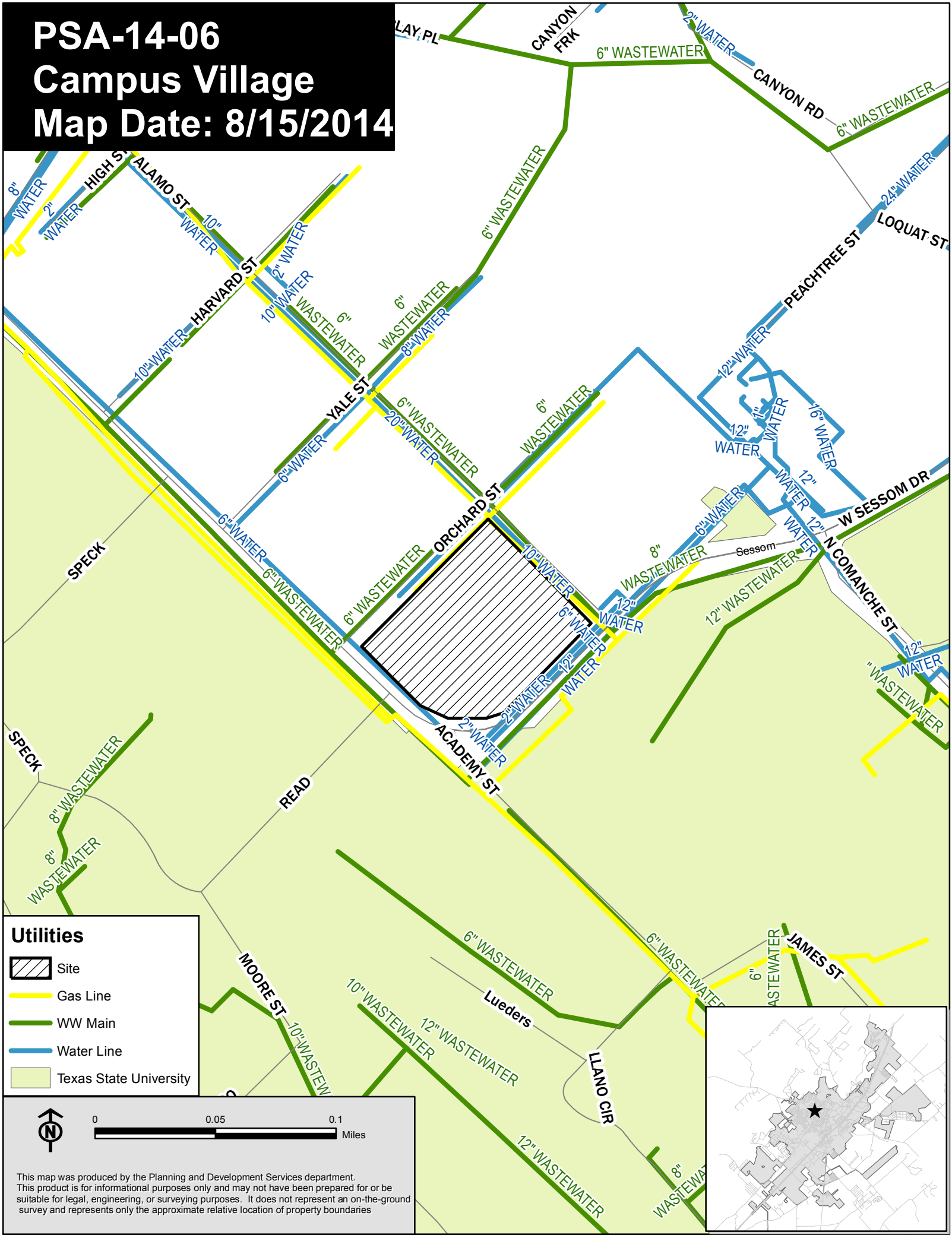

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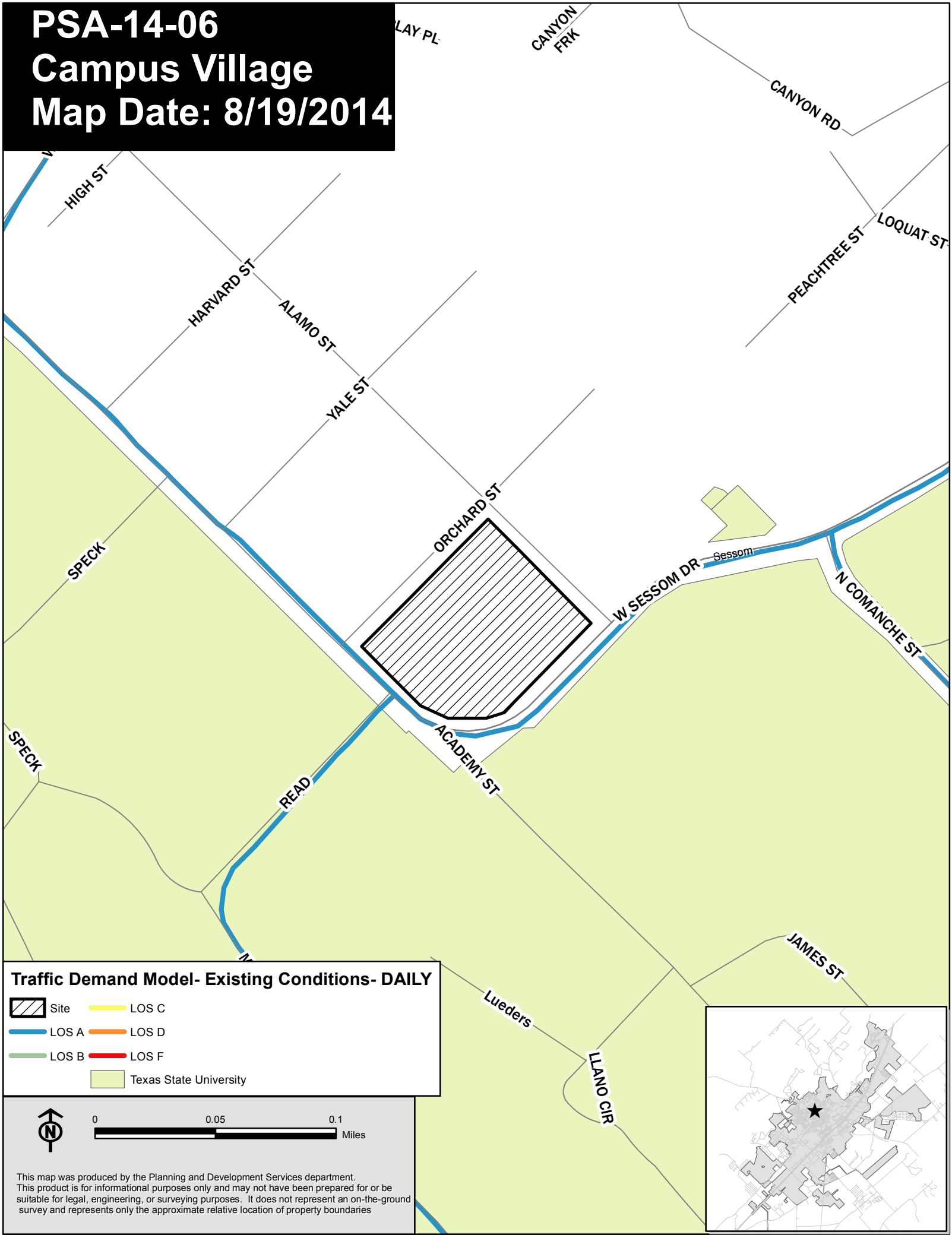

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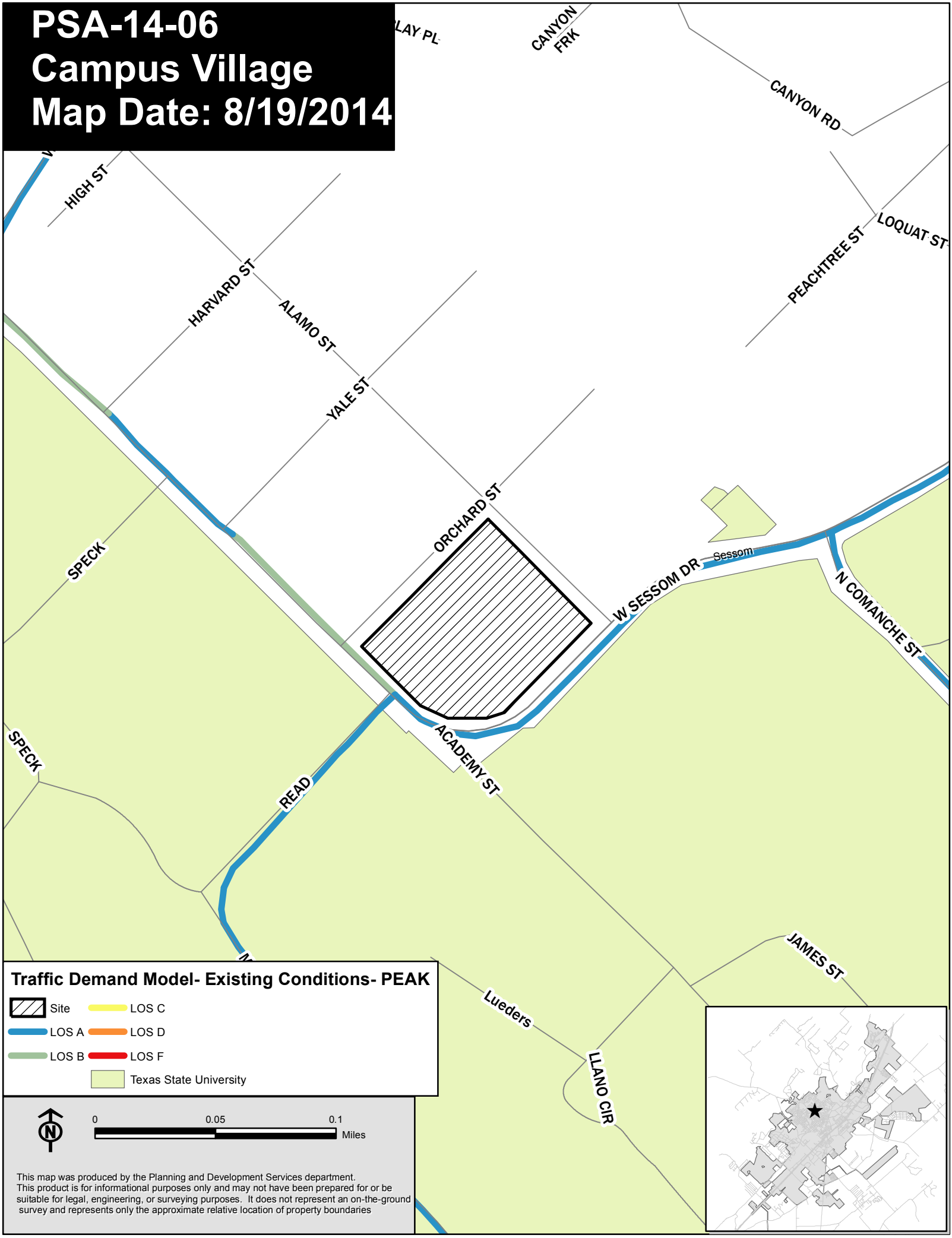
PSA-14-06
Campus Village
Map Date: 8/19/2014



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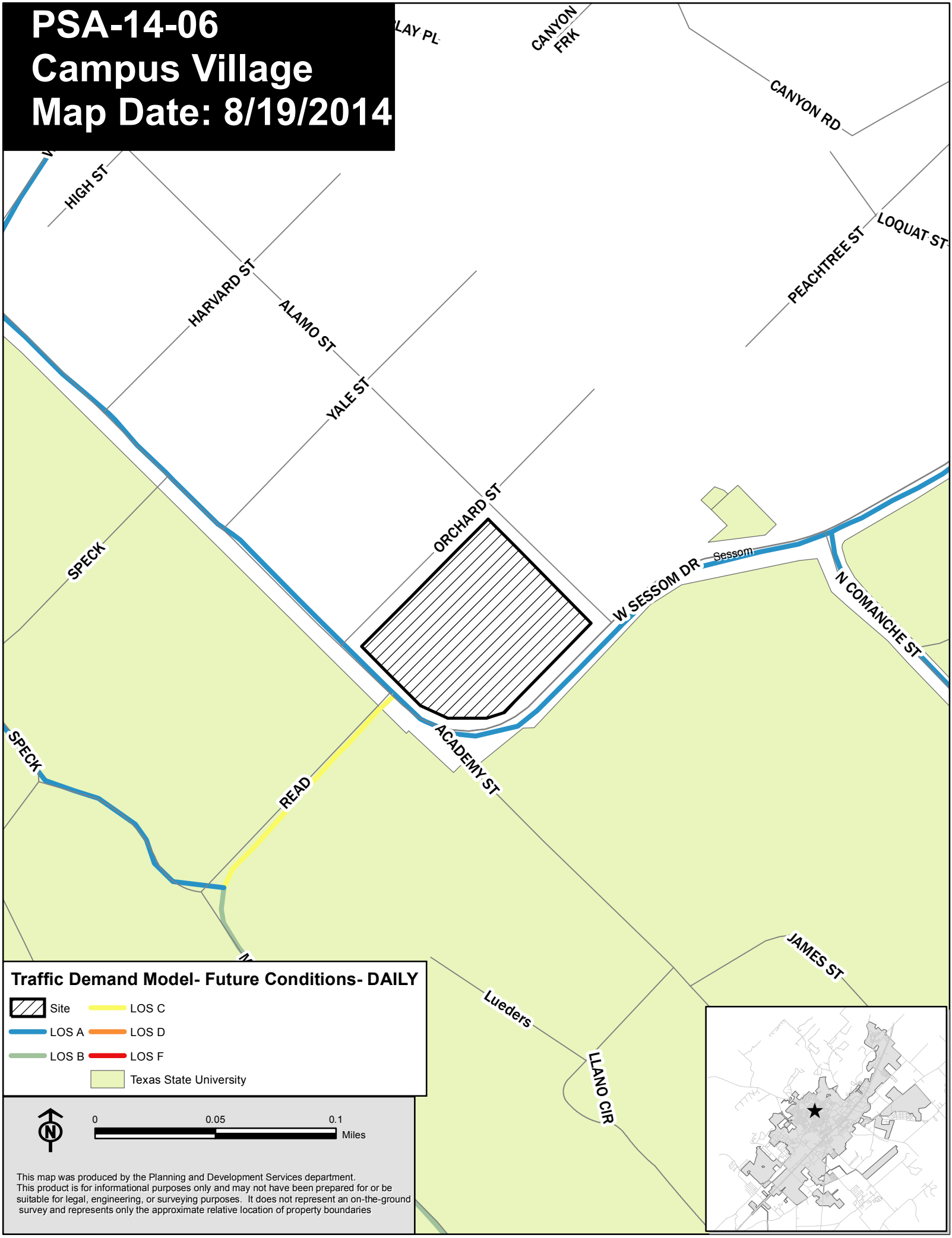
PSA-14-06
Campus Village
Map Date: 8/19/2014



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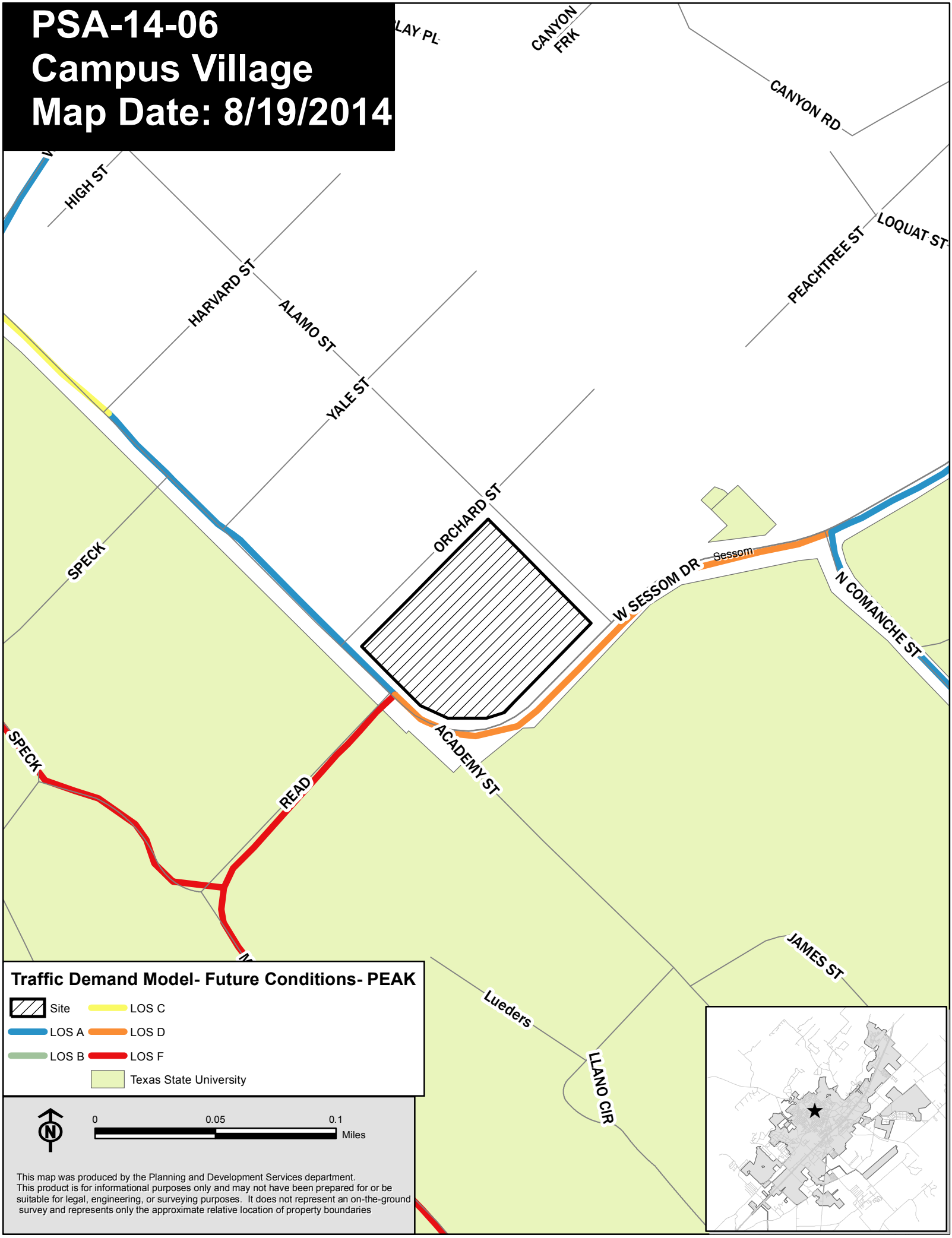
PSA-14-06
Campus Village
Map Date: 8/19/2014



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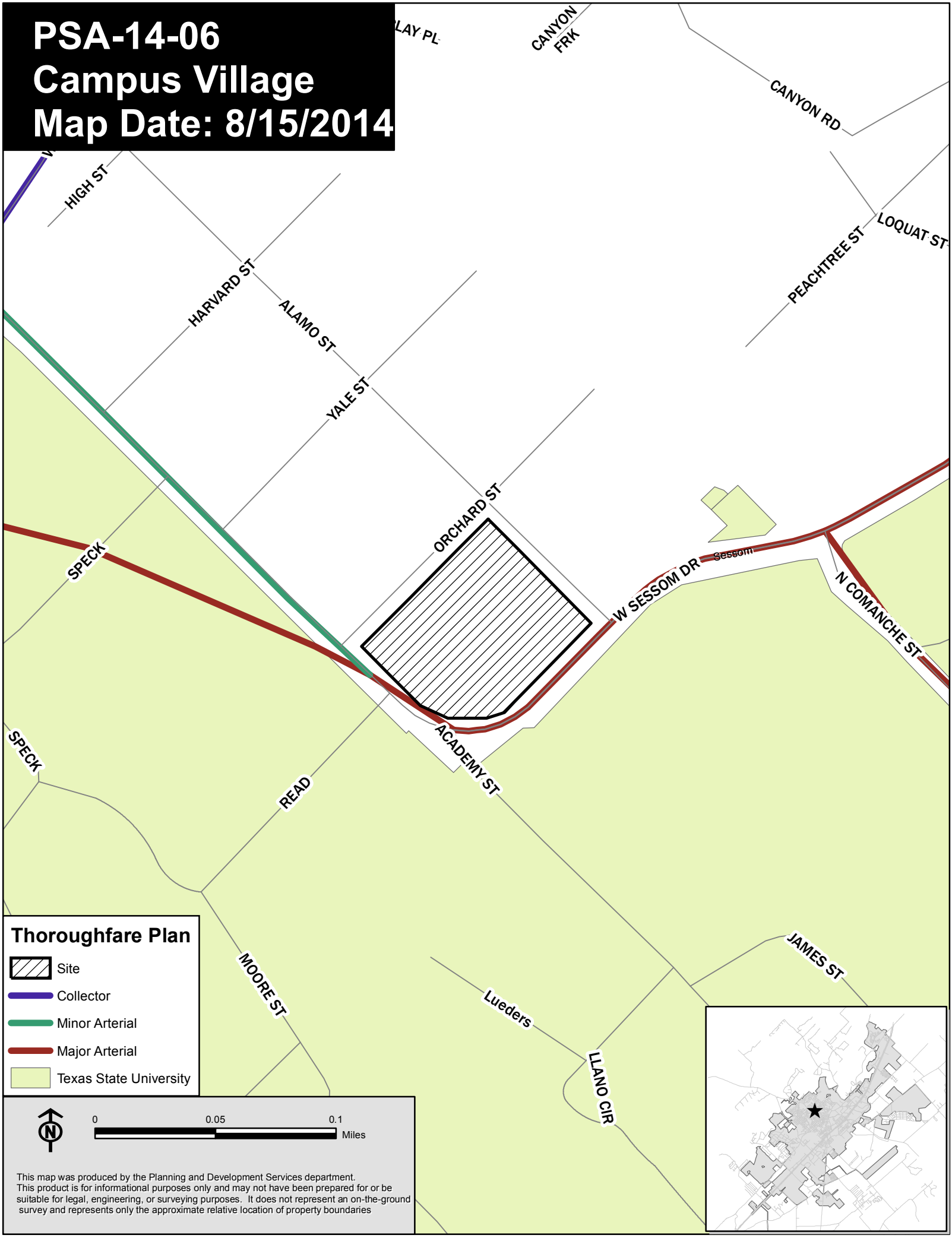
PSA-14-06
Campus Village
Map Date: 8/15/2014



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ACADEMY- ELEVATION

ORCHARD ST. - ELEVATION

919 W. University Dr.
Suite 700
Rochester, MI 48307
248.651.4190 phone
248.609.0425 fax

Campus Village Communities

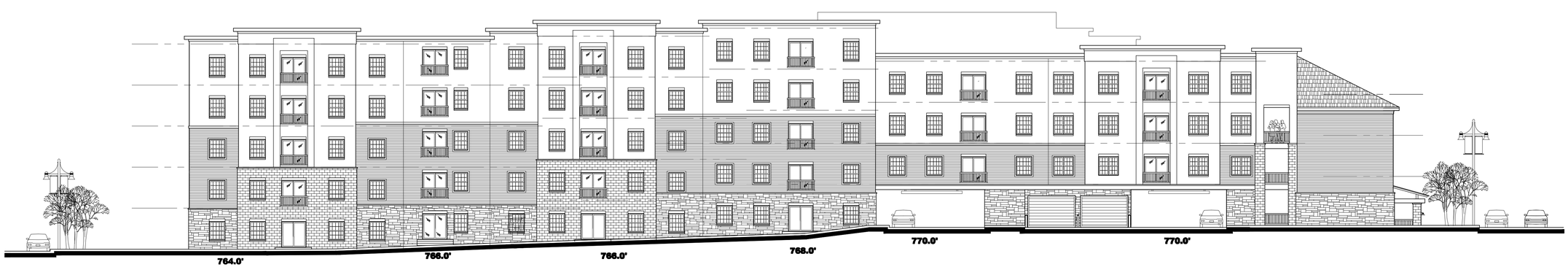
ACADEMY CENTER
ACADEMY & SESSOM
SAN MARCOS, TX

Elevations 05-A

Date: 08.25.2014 Scale 1/8 " = 1'

O'BRIEN

SESSOM- ELEVATION



ALAMO ST - ELEVATION

919 W. University Dr.
Suite 700
Rochester, MI 48307
248.651.4190 phone
248.609.0425 fax

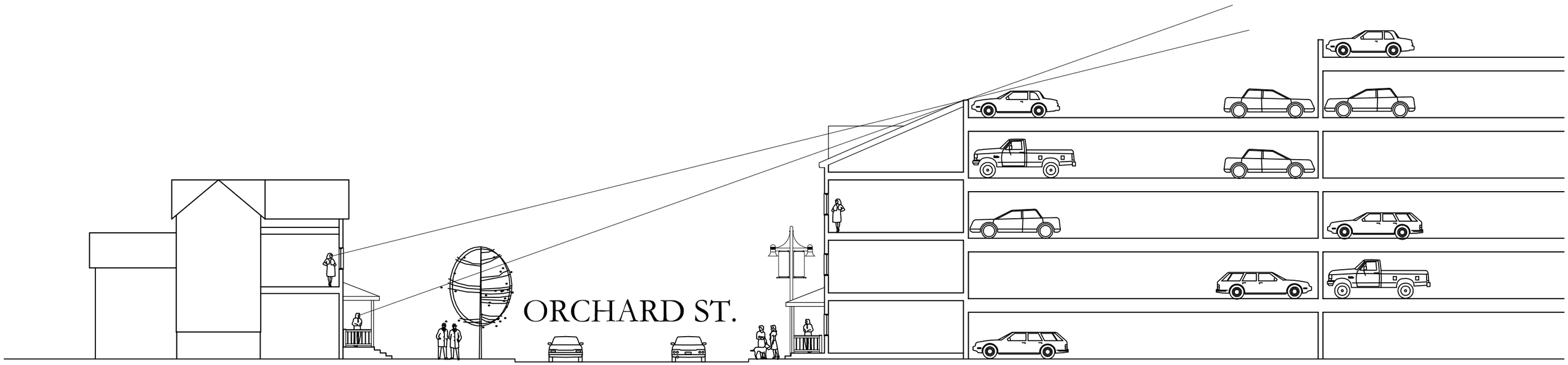
Campus Village Communities

ACADEMY CENTER
ACADEMY & SESSOM
SAN MARCOS, TX

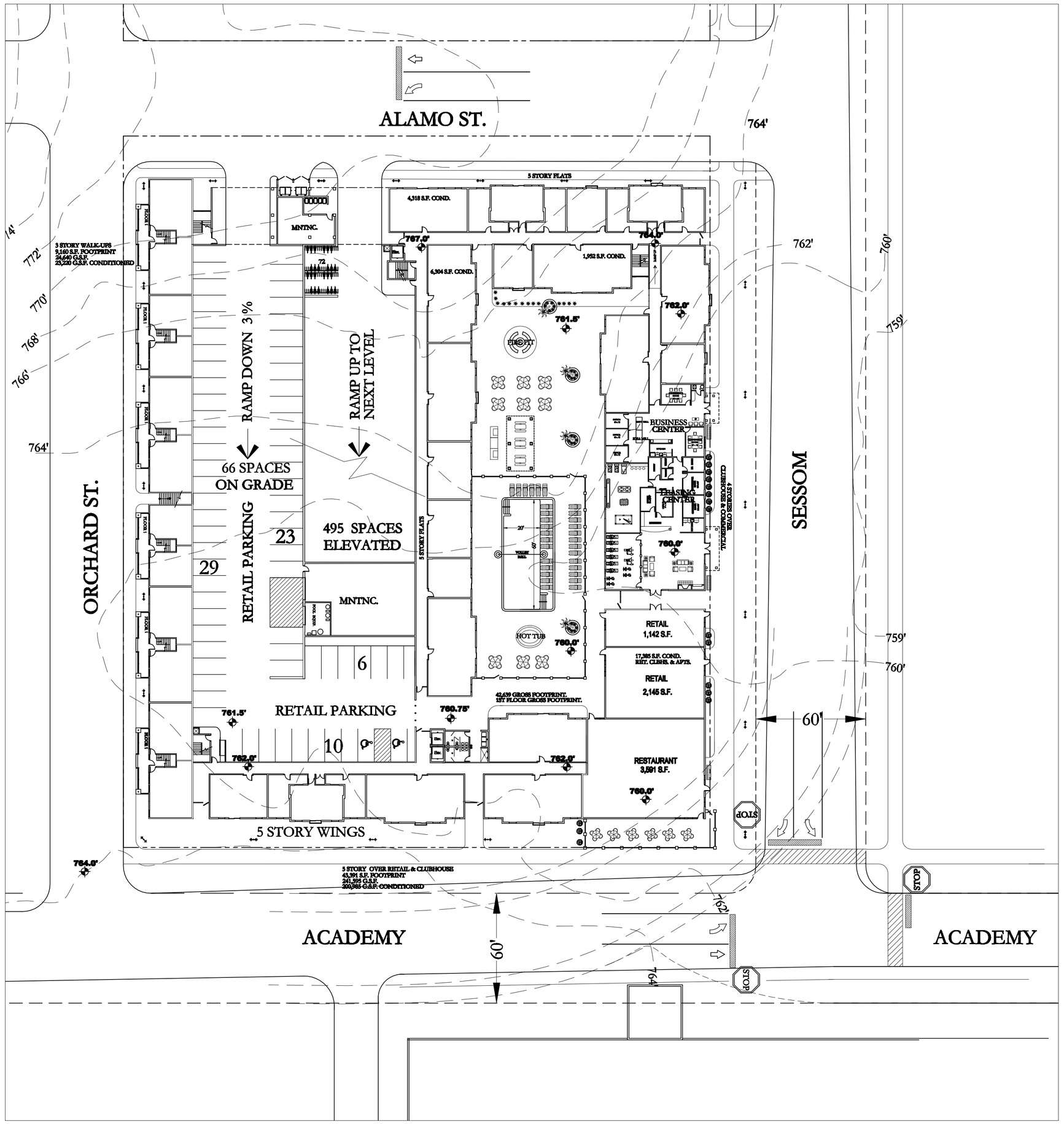
Elevations 05-B

Date: 08.25.2014 Scale 1/8 " = 1'

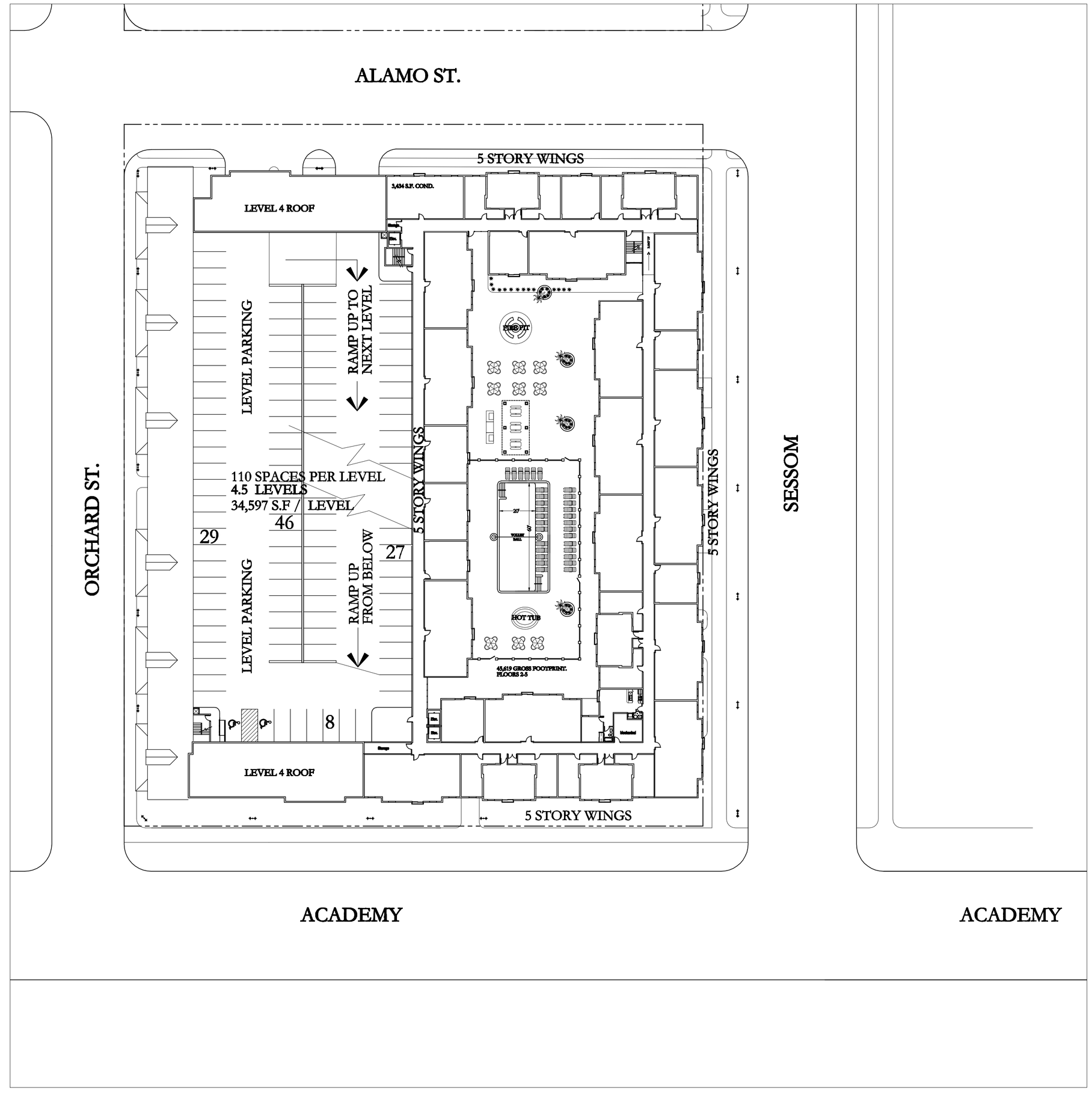
O'BRIEN


ORCHARD ST.

FIRST FLOOR



FIFTH FLOOR



PARCEL TOTAL

TOTAL UNITS	(234)
TOTAL PARKING SPACES	(561)

OPTION "AG'

ACADEMY CENTER
ACADEMY & SESSOM
SAN MARCOS, TX

Campus Village Communities

SCALE: N.T.S.
DATED: 8/23/14 REV. RJB

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Campus Village Communities
Project PDD Commitments

- The future Campus Village Communities PDD will reflect full compliance with the recently adopted multi-family design standards.

- Project PDD will reflect an overall bedroom average of less than 2.5 bedrooms per unit.

- Project PDD will reflect a transition of density from the higher intensity area along Sessom to the lower intensity area along Orchard Street.

- The future PDD will establish that the units fronting onto Orchard Street have the follow characteristics:
    - Consist of walkup units accessed from the Orchard Street sidewalk and not connected internally to rest of project.
    - Units will be leased by the unit and not by the room. (No rent by the room)
    - Units will be subject to single-family occupancy restrictions. (No more than two unrelated occupants)
    - The units on Orchard will reflect an overall bedroom average of less than 1.75 per unit.
    - Units will have a maximum height of three stories.

- Project PDD will reflect a maximum of five stories in height along the Sessom and Academy Street frontage.

- Project PDD will include the preparation and submittal of a full Traffic Impact Analysis (TIA). City of San Marcos approved recommendations of the TIA for street improvements will be incorporated into project PDD.

- Project PDD will include a proposal to remove the current high speed curve and realign Sessom and Academy to establish a three-way intersection.

- Project PDD will include a proposal to initiate construction of the planned Academy / Orchard Street Drainage CIP project.

- Project PDD will reflect drainage detention and code exceeding water quality treatment that is an improvement over current unregulated conditions.

- Project PDD will require a highly enhanced streetscape with wide sidewalks, trees, benches, and lighting designed to the pedestrian level.

- Project PDD will include a mixed use component of retail along Sessoms.

Hernandez, Amanda

From: Serna, Francis
Sent: Monday, August 18, 2014 1:09 PM
To: Hernandez, Amanda
Subject: FW: PSA 14-06

From: Grimes, Thomas J [mailto:tg02@txstate.edu]
Sent: Monday, August 18, 2014 12:01 PM
To: Planning_Info
Subject: PSA 14-06

Dear Members of the Planning Committee and City Council,

If you live in a single family home adjacent to property on which a large, medium density housing unit is under consideration for construction, *would you want the unit built*, or do you believe it would *effect the quality of your life and a drop in the value of your home, and therefore not want the unit built?* If your answer is no, then please no to stop the development.

If you need additional reasons, please see mine below:

As a long-time resident in a single family home located near the proposed plan by a developer to erect a Medium Density housing unit, which will be occupied no doubt by students, I ask you, again, to please vote no when the plan is considered.

Student housing has been consistently been encroaching on property owned by single families. Whenever a development goes up, *the quality of life and the price of a single family owner's home drops*. The PSA 14-06 development would not only contradict long-standing city policy on single family housing, it will extend the campus into further a single family housing location. In your opinion, what would you call causing a significant drop in a single family homeowner's selling price by erecting a housing unit built for students? Again, please consider what is not being considered: the financial impact on homeowners, who, after the unit is built, will have a difficult time selling their house.

Also, cars are not permitted to park on Sessoms. They are not permitted to park on Alamo Street, either. So will cars for the unit park? More importantly, where will visitors to the unit park? Police have already had to disperse a crowd of several hundred students who tried to begin a party at The Retreat, just a few blocks away for this reason.

Finally, Sessoms has no sidewalk. Where are students supposed to walk in order to read the stoplight at the corner of Commanche and Sessoms? They will be in danger of being harmed if they have to walk along Sessoms *in the street*.

If a developer does not live in San Marcos, does the developer care for our quality of life? The developer builds, profits, and then leaves the mess behind for San Marcos residents to deal with. Please do not allow this to happy.

I appreciate your time and your consideration, and I would really appreciate your vote in favor of denying the request.

Respectfully,

Tom Grime

Hernandez, Amanda

From: Serna, Francis
Sent: Monday, August 18, 2014 8:22 AM
To: Hernandez, Amanda
Subject: FW: PSA-14-06,deny request to amend preferred scenario map
Attachments: 2014 Fall PSAs.PDF

From: Jo Ellen Korthals [mailto:kortay@grandecom.net]
Sent: Sunday, August 17, 2014 3:12 PM
To: Planning_Info; 'Elena Duran'
Cc: 'Kenneth & Donna Dees'
Subject: PSA-14-06,deny request to amend preferred scenario map

Planning Department Official and Elena Duran, Chair of the Neighborhood Commission,

I am **opposed** to the request for change to the Preferred Scenario map for PSA-14-06, Campus Village Communities.

I live on Sierra Circle and work at the University. My route to work each day takes me down Alamo to cross Academy in the area of the proposed PSA-14-06. When the University is in session this area has extremely high traffic in the morning and in the evening as I retrace my route. At times I am walking, otherwise I drive. Extreme caution must be taken in either case. For this reason alone the increase in traffic resulting from changing the allowed development density of this area would be a safety issue, for the public and residents alike.

Currently this section of San Marcos is all single family homes. Granted some of the homes may be occupied by "unrelated persons", but with our current occupancy rules, vehicles park in driveways, not in the streets. By increasing the density of the properties in PSA-14-06, the adjacent homes outside the "amended area" will be devalued as single family dwellings and the residents quality of life will most likely be affected by noise, illegally parked vehicles, night time lighting of parking lots, and other issues related to living next to non home owners.

If this amendment is allowed, the adjacent home owners will have to consider whether they want to continue to live adjacent to a multi family area. They will recognize their own property would be more valuable as multi family and sell out to the next investor. As this creeping change in the neighborhood continues, this once quiet area will be changed forever. Please help us preserve our neighborhoods.

Sincerely,
Jo Ellen Korthals
130 E. Sierra Circle
San Marcos

Hernandez, Amanda

From: Serna, Francis
Sent: Monday, August 18, 2014 8:22 AM
To: Hernandez, Amanda
Subject: FW: PSA-14-06

From: Steve Goodson [mailto:thirdlinewinger@yahoo.com]
Sent: Sunday, August 17, 2014 9:37 PM
To: Planning_Info
Cc: Steve Goodson
Subject: PSA-14-06

Dear City Planners,
An apartment complex or the like at the corner of Sessom and Alamo will be both damaging to the family homes in the area and a unreasonable burden on the community and City services like fire and police.
This is a dangerous intersection/turn due to the slope and visibility. The **only beneficiary is the developer. The citizens of San Marcos have been increasingly burdened by unreasonable development.**
Additional traffic control will be absolutely necessary and, when we consider The Retreat, citizens like me see very little City foresight. The intersection of Hughson and Old RR12 was a very dangerous location until the traffic control finally caught up with the traffic.
What is happening is hours of citizen involvement making plans for the City which City leaders then disregard. Please look at future disasters like Cape's Camp. Recall that the developer of the apartments at Holland and LBJ went ahead of the streets for all of the additional traffic. Recall that the developer has not dedicated the parking spaces for the adjoining greenspace or does nothing to enforce it.
As far as I can tell, the City is more interested in developing to be big than developing to be smart. We have apartment complexes going up on all directions - on the freeway toward Kyle, on Aquarena and River Road, on Craddock and RR12, at Cape's Camp, beside the proposed La Cima impervious, aquifer recharge zone cover which is totally irresponsible in view of the fact that the City has now reached Stage 4 draught. Really, more development!
Please look at this closely. I hope for responsible leadership and protection of our citizens. Not gifts to developers who make irresponsible developments in improper places.
Thank you for you consideration.
Best regards,
Steve Goodson
209 Sierra Ridge Dr.

Hernandez, Amanda

From: Serna, Francis
Sent: Tuesday, August 19, 2014 8:16 AM
To: Hernandez, Amanda
Subject: FW: Case number PSA-14-06

From: McCabe, Diann A [mailto:dm14@txstate.edu]
Sent: Monday, August 18, 2014 5:50 PM
To: Planning_Info
Subject: Case number PSA-14-06

I am writing to urge you **not** to amend the preferred scenario map to change from low density to medium density.

My husband and I have lived at the corner of Alamo and Holland Streets for 25 years, raising our two sons, and making improvements in our home and property. We don't want the neighborhood to morph from a family community (with a beautiful community garden) to a student apartment community with all the changes that might bring. Once an apartment complex is approved, it is highly likely that others will spread toward my house, I am afraid.

Thank you for your consideration.

Sincerely,

Diann McCabe
1315 Alamo St.
512.644.5904

Hernandez, Amanda

From: Serna, Francis
Sent: Tuesday, August 19, 2014 10:21 AM
To: Hernandez, Amanda
Subject: FW: PSA - 14-06

From: Yvonne Eixmann [mailto:yeixmann@gmail.com]
Sent: Tuesday, August 19, 2014 10:09 AM
To: Planning_Info
Subject: PSA - 14-06

As a faculty member who lives at the Schulle end of Alamo and often walks to campus, I was really disappointed to see that the entire apartment fiasco at Alamo and Sessom was still on the table. Enough students already run across Sessom because no one is going to walk down to Comanche to the light to cross, and it is a dangerous situation just waiting for someone to get seriously injured or killed. The traffic is curving around from Academy to Sessom with turns near the Rec Center resulting in many distractions for drivers who may not see pedestrians trying to cross from Alamo. These is NO campus entrance at that point, so pedestrians must also walk on the cross or jump off the wall to the sidewalk below.....I have done it myself to avoid walking along Sessom with no sidewalk!

Any type of multi-density housing on that corner seems to lack common sense entirely due to the location on a dangerous curve encouraging more pedestrians crossing to campus in that area. In addition, Alamo already has a lot of traffic that is just cutting through to Holland without going around on Academy where it's a safer intersection with better visibility than pulling out from Alamo onto Holland. Putting multifamily housing in that location will only create a greater hazard! Please do not allow this development.

Yvonne Eixmann

Hernandez, Amanda

From: Serna, Francis
Sent: Tuesday, August 19, 2014 3:28 PM
To: Hernandez, Amanda
Subject: FW: Alamo Street apts, request to amend preferred scenario map

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From: Moore, Marsha M [mailto:mmoore@txstate.edu]
Sent: Tuesday, August 19, 2014 2:39 PM
To: Planning_Info
Subject: FW: Alamo Street apts, request to amend preferred scenario map

Please consider very carefully what this amendment will do to a predominantly single family resident area. Granted, there are some students living in the area, but the vast majority are homeowners who will suffer from this change. Homeowners make decisions for their home investments based on the zoning of their area. How can any homeowners across the City be comfortable that the zoning won't suddenly change and ruin their investment?

Marsha M. Moore
202 W. Sierra Circle

From: Kenneth & Donna Dees [mailto:kddees@grandecom.net]
Sent: Sunday, August 17, 2014 2:10 PM
Subject: Alamo Street apts

Greetings,

I received a notice from the city concerning a request to amend the preferred scenario map for the apt. complex at the corner of Sessom and Alamo Street. It is going before the Neighborhood Commission on Wednesday, August 20, at 6pm at City Hall. This group tried before and they are coming back with a request to change from low density to Medium Density. If you can attend or send in your comments, all would be greatly appreciated. There are several other requests, but **this one really affects all of us.**

You can send comments to planning_info@sanmarcostx.gov or call the planning office at 512-393-8230. Refer to case number PSA-14-06. This is the Campus Village Communities request.

Spread the word throughout your neighborhoods

Thanks,

Sincerely,

Kenneth Dees

CONA Sec.

Hernandez, Amanda

From: Serna, Francis
Sent: Wednesday, August 20, 2014 8:39 AM
To: Hernandez, Amanda
Subject: FW: PSA-14-06

From: Harry Hruzek [mailto:harry-dh@hotmail.com]
Sent: Tuesday, August 19, 2014 10:51 PM
To: Planning_Info
Subject: PSA-14-06

To Whom It May Concern,

We strongly oppose the rezoning and development of an apartment complex at the corner of Alamo and Sessom. There has been an increase in traffic issues in our neighborhood, as well as the down town area over the past several years. Building apartment complexes in the middle of town or in existing neighborhoods is just going to increase the traffic issues more. We believe it will be better for the entire community to have these complexes built away from down town and existing neighborhoods and have the University bus their students to the campus. We have a nice and quiet neighborhood right now and would like to keep it this way. We are permanent residence of San Marcos and care about our neighborhood. The developers, who are only interested in making money, and the tenants of the apartment complexes, who are only going to be here short term, do not care about San Marcos or the established neighborhoods. Please help us protect our neighborhood by denying the rezoning request for the corner of Sessom and Alamo (PSA-14-06).

Thank You For Your Support,

Harry D. and Tammie Hruzek
1200 Alamo Street
San Marcos, TX 78666

Hernandez, Amanda

From: Serna, Francis
Sent: Wednesday, August 20, 2014 1:09 PM
To: Hernandez, Amanda
Subject: FW: PSA-14-06

From: Joe and Helen Cox [mailto:jandhcox@grandecom.net]
Sent: Wednesday, August 20, 2014 11:56 AM
To: Planning_Info
Subject: PSA-14-06

Planning Department Staff and Neighborhood Commission,
It is much too early to change our recently adopted comprehensive plan in a significant way, which I construe the requested change would do. Please protect the authority and integrity of "Vision San Marcos."
Joe Cox
800 Franklin Drive

Hernandez, Amanda

From: Crazy Good Prods <cari@crazygoodproductions.com>
Sent: Monday, August 25, 2014 11:48 AM
To: Hernandez, Amanda; Planning_Info
Subject: Drainage and Flooding issues 1102-1106 Academy & PSA-14-06

Amanda,
I just spoke to Tory about the development (PSA-14-06) and our concerns of the flooding issues we have on our properties. For several years, we have been trying to get the city's help with the flooding that has been caused by development on sessoms, the university, and around our properties. This was my latest email to the city, please see the email below. We are not against development, in fact we are developers ourselves. However, when development detrimentally effects property owners homes there is extreme concern. Our fear is that more development could attribute to additional water run off and flooding during heavy rains and exacerbate the problem. We would like to be assured this will be corrected prior to any more development.

We appreciate your time and consideration in this matter. If you have any questions, please give me a call.

Kindly,

Cari
512-423-0698

Begin forwarded message:

From: Cari Patterson <cpatterson1@austin.rr.com>
Subject: Drainage and Flooding issues 1102-1106 Academy
Date: November 18, 2013 at 1:29:20 PM CST
To: lmoyer@sanmarcostx.gov

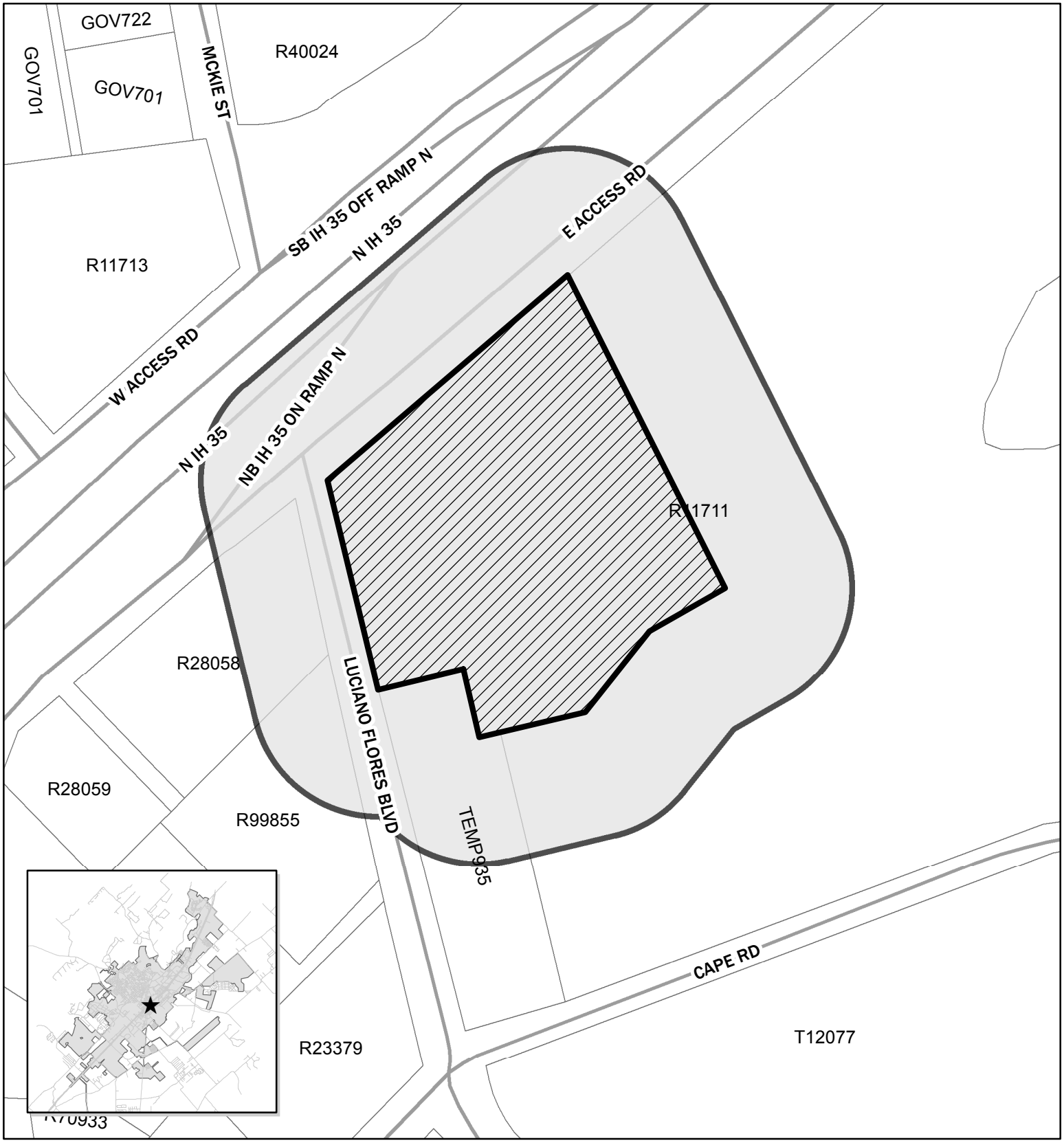
Laurie,
I am the owner of 1102-1104-1106 Academy St in San Marcos. I have been trying to get to the bottom of the capital improvements done on Sessoms by the City and the University several years ago that has severely impacted my properties. The elevation of the road changed as well as the water system. It makes our property serve as a retention pond and the sewer backs up as well. Each time, city employees are sent out to clear the clogged drains but nothing has been done to correct the run off onto my properties after the elevation was changed. My homes during a heavy rain, come inches from flooding. I'm extremely concerned that if no corrective measures are done that they will eventually flood.

I have spoken to numerous people at the city including Ernesto, and most recently Nancy Hyde. Nancy was very helpful. I found out that the University did tie into the city water system with an oversized pipe and this is creating mass amounts of flooding and it's too much for the system to handle. I would like to know what can be done and if you are the correct person to speak with to expedite corrective measures to fix the problems.

I look forward to hearing from you!

Best Regards,

Cari Patterson
512-423-0698



PSA-14-08
Thornton Addition
Map Date: 8/12/2014

Site Location
Notification Buffer (200 feet)

0 125 250 500 Feet

N

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PSA-14-08 (Thornton Addition) Preferred Scenario Amendment Review **(By Comp Plan Element)**

LAND USE – Preferred Scenario Map / Land Use Intensity Matrix

	YES	NO (map amendment required)
Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?		X

ECONOMIC DEVELOPMENT – Furthering the goal of the Core 4 through the three strategies

STRATEGY	SUMMARY		Supports	Contradicts	Neutral
Preparing the 21st Century Workforce	Provides / Encourages educational opportunities				applicant indicates jobs will be provided
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business		applicant indicates consistency with commercial south of property		
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity				applicant indicates commercial land is needed

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

INCLUDE MAP	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint			X	X	X
Constraint by Class					
Cultural	X				
Edwards Aquifer	X				
Endangered Species	X				
Floodplains		X		X	X
Geological	X				
Slope	X				
Soils	X	X		X	
Vegetation	X				
Watersheds					X
Water Quality Zone		X		X	X

ENVIRONMENT & RESOURCE PROTECTION –

Located in Subwatershed:	Willow Creek				
	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed		X			
Notes: There were no additional recommendations for this watershed in the Plan.					

DRAFT

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	**Wallace Addition**
Neighborhood Commission Area(s):	**Sector 5**
Neighborhood Character Study Area(s):	**N/A**

PARKS, PUBLIC SPACES AND FACILITIES –Availability of parks and infrastructure

	YES	NO
Will Parks and / or Open Space be Provided?		**X**
Will Trails and / or Green Space Connections be Provided?		**X**
Parkland dedication or fee in lieu is not required for commercial development.		
Public Facility Availability		
	YES	NO
Parks / Open Space within ¼ mile (walking distance)?	**X**	
Wastewater service available?	**X**	
Water service available?	**X**	

TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

		A	B	C	D	F
Existing Daily LOS	**IH 35 Frontage Road**	**X**				
Existing Peak LOS	**IH 35 Frontage Road**	**X**				
Preferred Scenario Daily LOS	**IH 35 Frontage Road**	**X**				
Preferred Scenario Peak LOS	**IH 35 Frontage Road**	**X**				
			N/A	Good	Fair	Poor
Sidewalk Availability			**X**			
			YES		NO	
Adjacent to existing bicycle lane?					**X**	
Adjacent to existing public transportation route?			**X**			
Notes:						

DRAFT

PSA-14-08
Thornton Tract
Map Date: 8/14/2014

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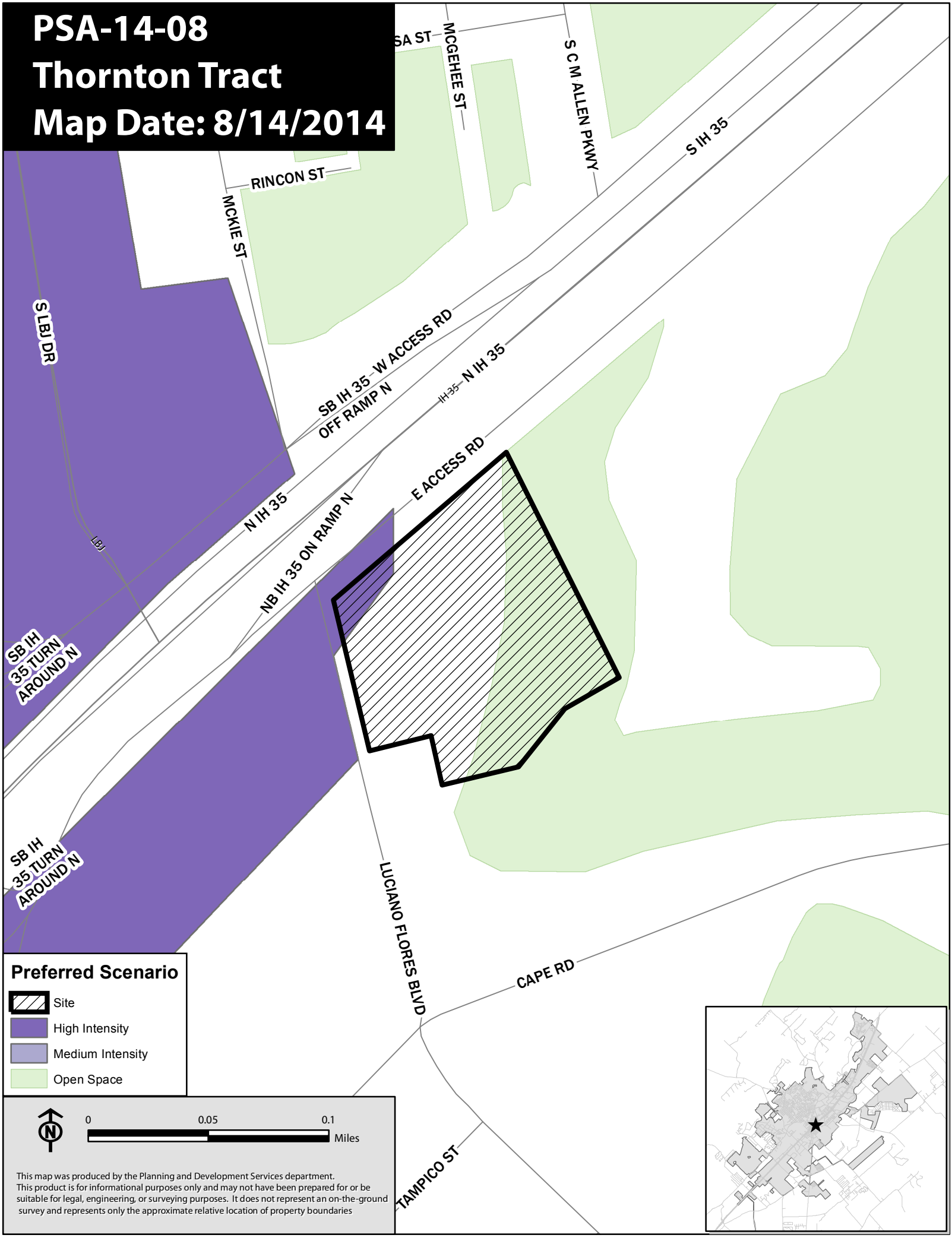

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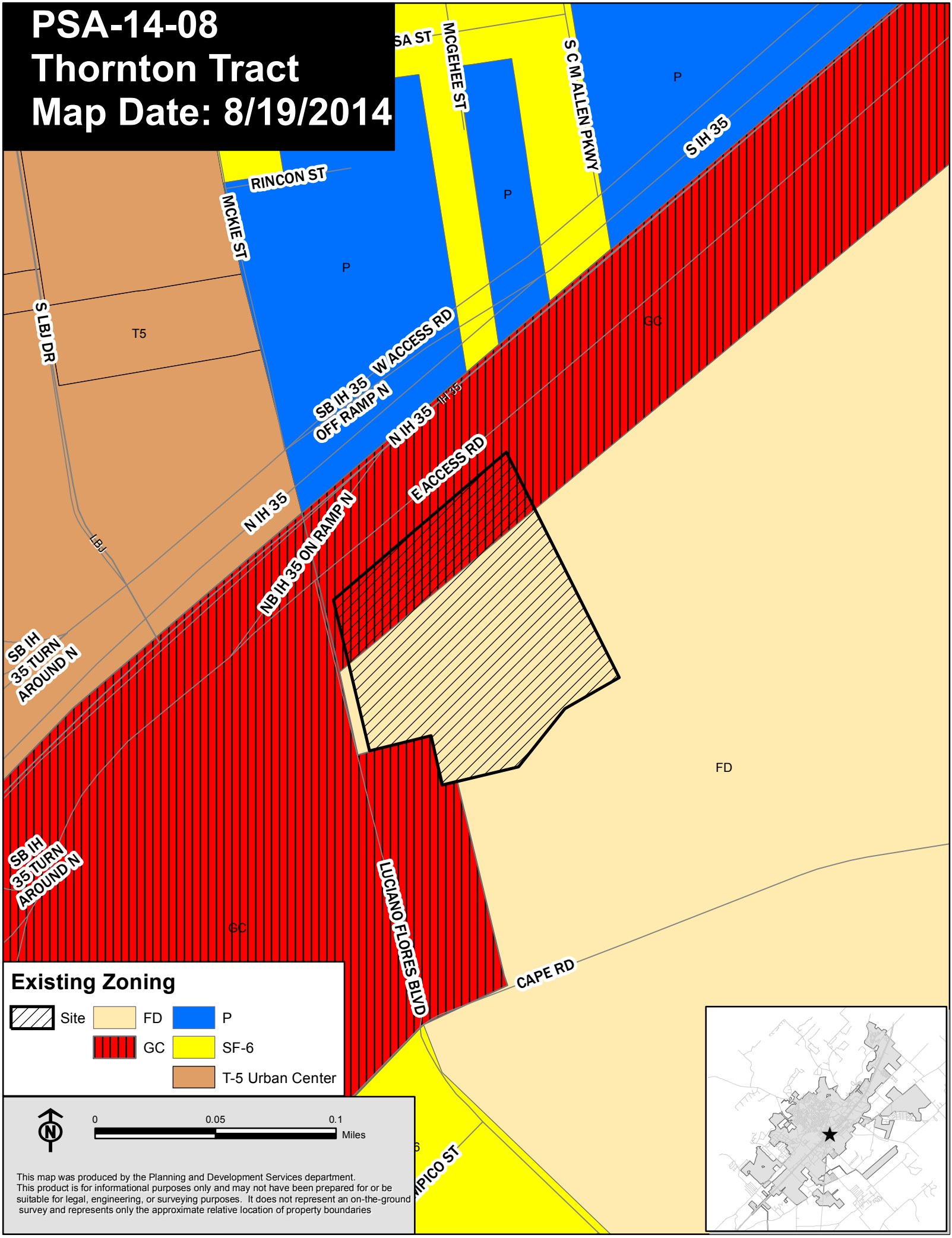
Thornton Tract
Map Date: 8/19/2014



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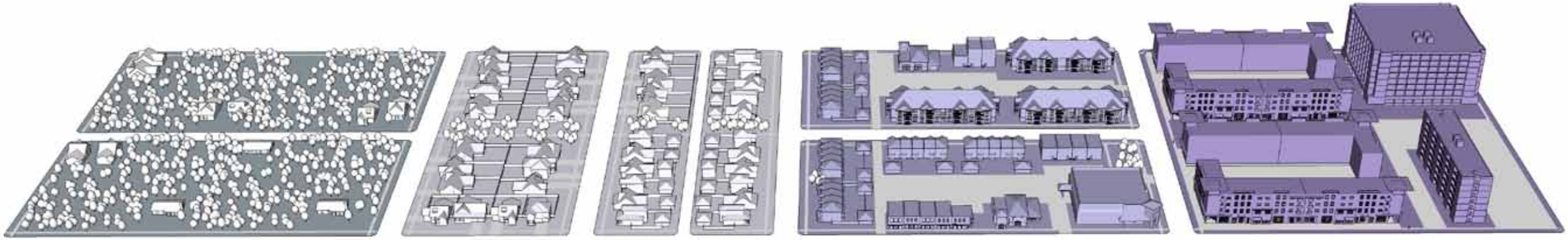
Open Space / Agricultural		Low Intensity and Areas of Stability	Medium Intensity	High Intensity
Preserve Areas Hiking Trails Community Gardens **Active Recreation Areas** Recreation-related Commercial Camping Hiking Trails Community Gardens **Agricultural / Ranching** Single Family Residential Bed & Breakfast Home Office Produce Stands Hiking Trails Community Gardens	Neighborhood & Area Protection / Conservation	**General Use Categories:** Single Family, Home Office, Corner Neighborhood Retail - no gas **Building Types:** 1-2 Story, 3 with CUP **Examples:** Existing Predominately Single-Family Neighborhoods, Default Classification for any area not classified, Utilize Land Use Suitability Map	**General Use Categories:** Single Family, Duplex, Multi-family at nodes, Bed & Breakfast, Home Office, Corner Neighborhood Retail - gas with CUP, Office, Convenience Retail, Restaurants - no drive through **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Triangle - single family	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging **Building Types:** 1-4 Story, Mixed-use at nodes and corridors
	Redevelopment Infill	**General Use Categories: Single Family with accessory building, Bed & Breakfast (5 rooms), Home Office, Corner Neighborhood Retail - no gas, Restaurants - no drive through** **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Examples:** Existing Mixed Residential Areas	**General Use Categories:** Single Family, Duplex, Multi-family at nodes, Lodging, Home Office, Office / Flex Space at nodes, Corner Store, Convenience Retail with gas, Restaurants **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** South End	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging **Building Types:** 1-5 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Downtown, Midtown

NOTES: Commercial at major nodes and along corridors (with uses that are predominately non-single-family residential); One lot depth for commercial along corridors and at nodes; Corridors include but are not limited to: Old RR 12: Holland to Wonderworld, LBJ east of Holland, Arterials in the Edwards Recharge Zone

NOTES: Commercial and Multi-family at major nodes and along corridors; One lot depth for commercial in Protection / Conservation; Two lot depth in all other areas; Corridors include but are not limited to: Hopkins east of Moore, University: Sessom to Hopkins, RR12: Lindsay to Hopkins, Hunter: San Antonio to Wonderworld

NOTES: Recreation-related commercial uses in active recreation areas will require special standards



New Development	Low Intensity and Areas of Stability	Medium Intensity	High Intensity
	General Use Categories: Single Family with accessory building, Bed & Breakfast (5 rooms), Home Office, Corner Neighborhood Retail - no gas, Restaurants - no drive through **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Blanco Vista, Paso Robles Default classification for sites with 20 acres or more	**General Use Categories:** Single Family, Duplex, Multi-family, Lodging, Home Office, Office / Flex Space at nodes, Corner Store, Convenience Retail with gas, Restaurants, Light Industrial with CUP **Building Types:** 1-5 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Blanco Vista, Paso Robles, East Village, Medical District, South End, Star Park, Triangle	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging, Light Industrial with CUP **Building Types:** 1-5 Story, Mixed-use at nodes and corridors

NOTES: Commercial and Multi-family at major nodes and along corridors; One lot depth for commercial in Protection / Conservation; Unlimited lot depth in all other areas; Corridors include but are not limited to: LBJ south of Sessom, Aquarena Springs: Sessom to IH 35, Guadalupe: University to IH 35

GENERAL NOTES:
Uses in potential Employment Centers include: Industrial, Office Parks and Retail Malls with standards
Uses and intensity must comform with the City's Edwards Aquifer regulations
Corridor intensity varies with intensity zone
Development intensity decreases with distance from a node or corridor
Home Office - no signage, no sales, one employee
All on-premise consumption of alcohol requires a CUP
The Urban Land Institute defines Convenience Retail as: minimart, restaurant, beauty parlor, dry cleaner, fast food service, medical and dental office
Civic uses are permitted in all development types / intensity zones
All commercial uses in Protection / Conservation and Redevelopment / Infill should follow compatibility standards including architectural standards
Lot depth for corridors is typically 120 feet

Land Development Code Zoning Classifications :: Vision San Marcos Comprehensive Plan Intensity Zone / Development Pairs

TRANSLATION TABLE

Thornton Tract Current Condition

Requested Change

Zoning Abbreviation	Intensity Zone / Development Pairs										
	LS-PC	*LS-RI*	*LS-ND*	*M-PC*	*M-RI*	*M-ND*	*H-PC*	*H-RI*	*H-ND*	*EC*	*OA**
FD	✓	✓	✓								✓
AR	✓		✓								✓
SF-R	✓	✓	✓								
SF-11	✓	✓	✓								
SF-6	✓	✓	✓	✓	✓	✓					
SF-4.5		✓	✓	✓	✓	✓	✓	✓	✓		
D		✓	✓	✓	✓	✓					
DR		✓	✓	✓	✓	✓	✓	✓	✓		
TH		✓	✓	✓	✓	✓	✓	✓	✓		
PH-ZL		✓	✓	✓	✓	✓	✓	✓	✓		
MF-12		✓	✓	✓	✓	✓	✓	✓	✓		
MF-18				✓	✓	✓	✓	✓	✓		
MF-24				✓	✓	✓	✓	✓	✓		
MR	✓	✓	✓								
MH		✓	✓	✓	✓	✓					
MU		✓	✓	✓	✓	✓	✓	✓	✓	✓	
VMU				✓	✓	✓	✓	✓	✓	✓	
P	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
OP				✓	✓	✓	✓	✓	✓	✓	
NC		✓	✓	✓	✓	✓	✓	✓	✓		
CC					✓	✓	✓	✓	✓		
GC					✓	✓	✓	✓	✓	✓	
HC					✓	✓	✓	✓	✓	✓	
CBA							✓	✓	✓		
SC			✓	✓	✓	✓	✓	✓	✓	✓	
LI									✓	✓	
HI										✓	
PDD	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

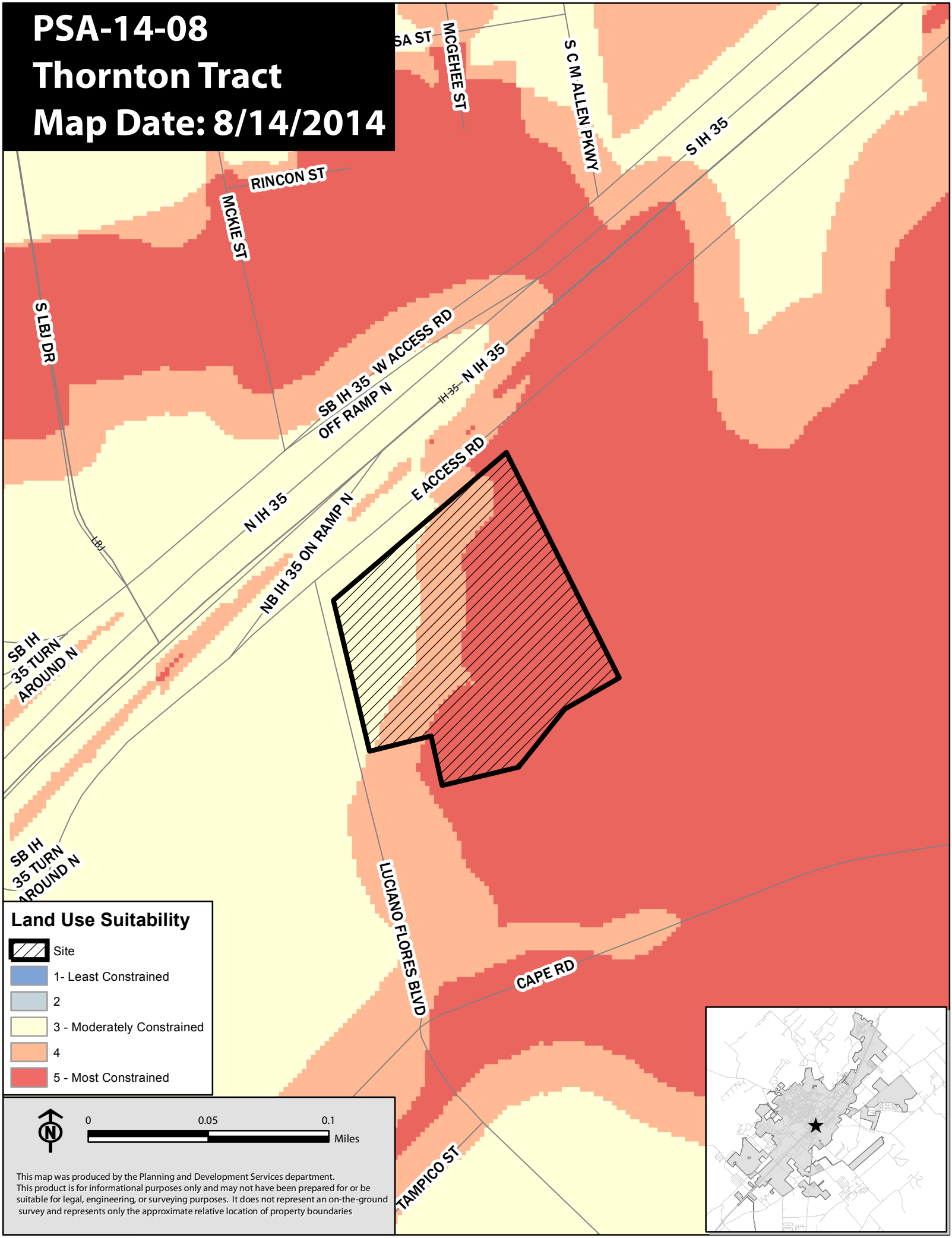
*OA is generally intended where shown on the Preferred Scenario Map

LS - Low Intensity and Areas of Stability
M - Medium Intensity
H - High Intensity

PC - Neighborhood Area Protection /Conservation
RI - Redevelopment / Infill
ND - New Development

EC - Employment Center
OA - Open Space / Agricultural

PSA-14-08
Thornton Tract
Map Date: 8/14/2014



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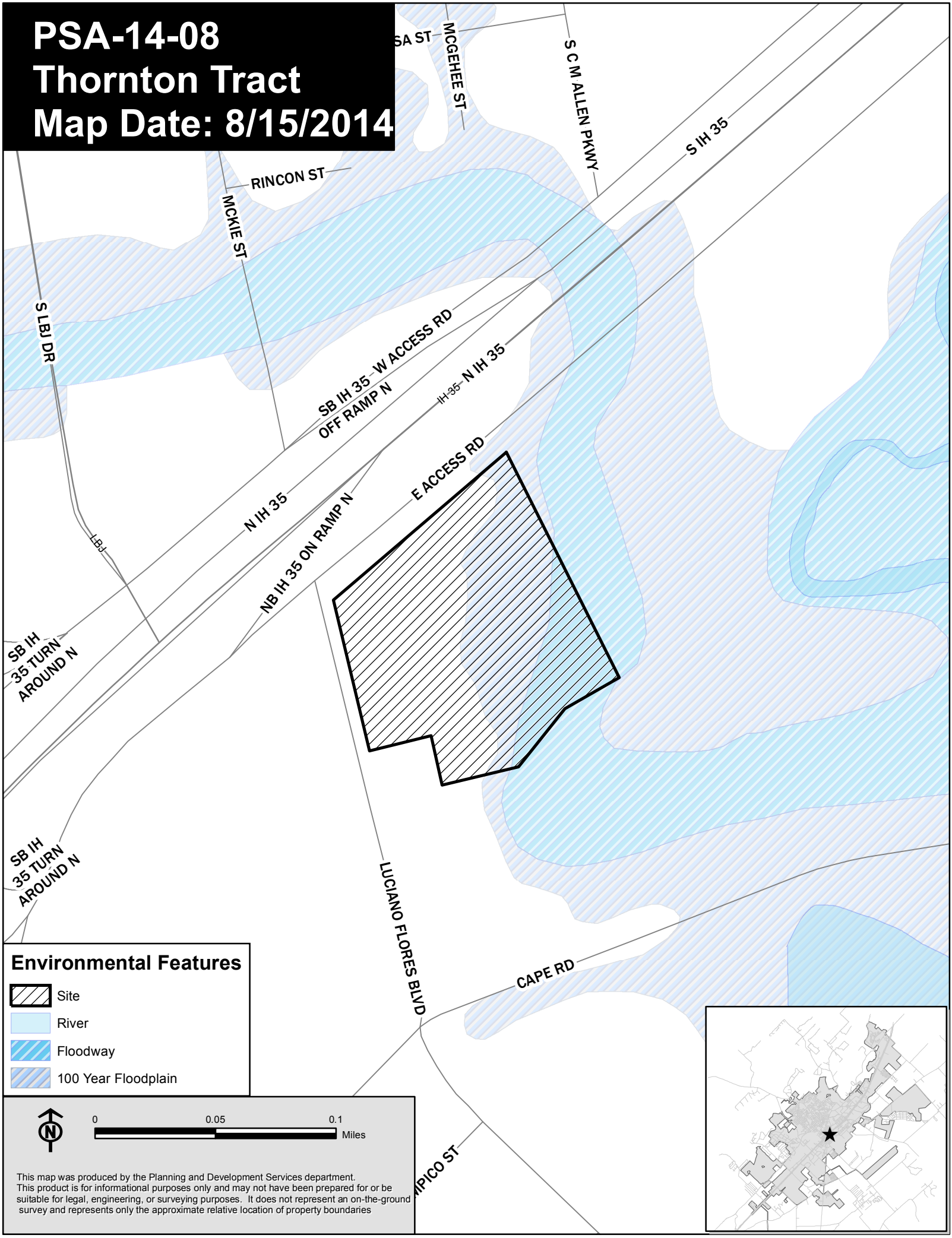

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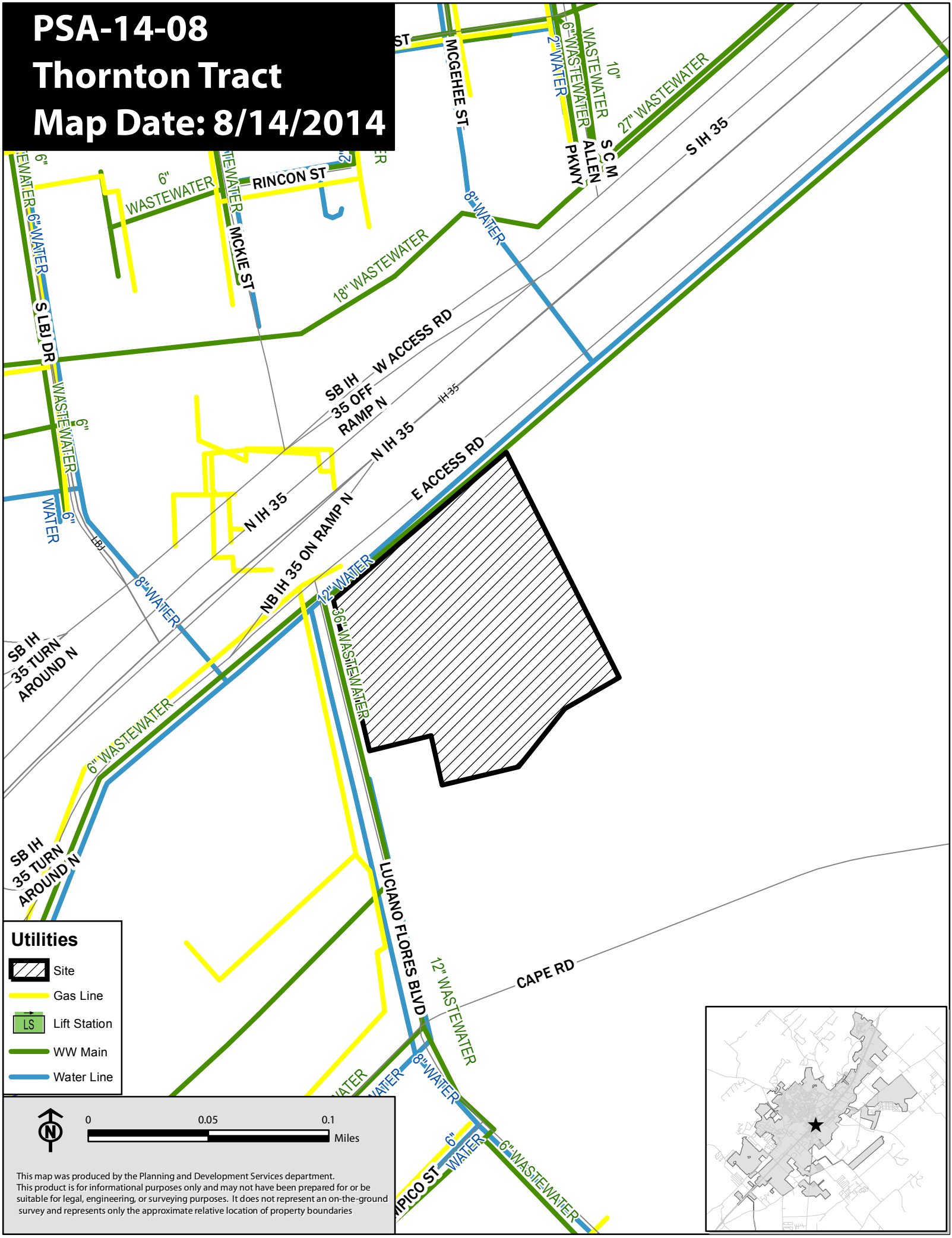

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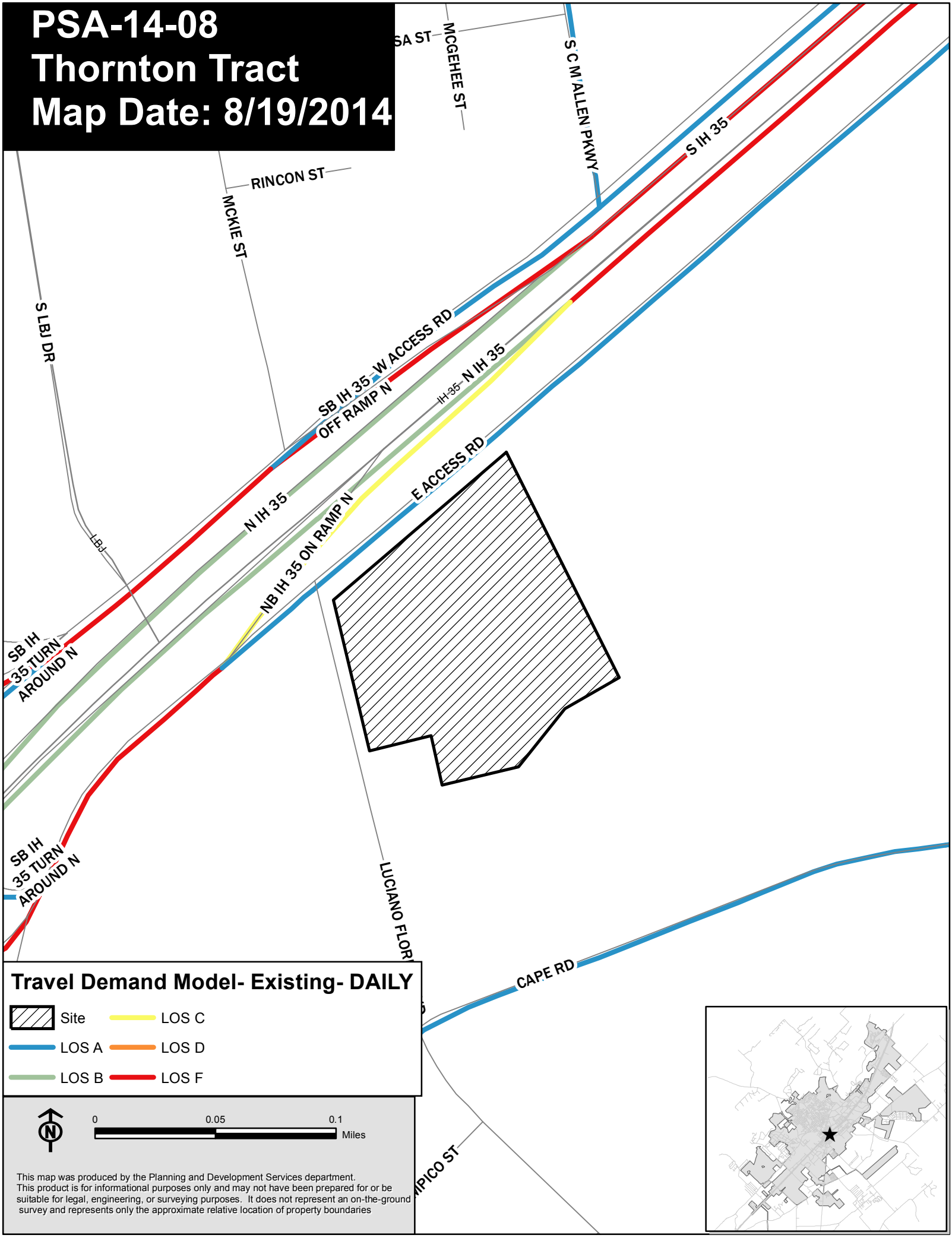

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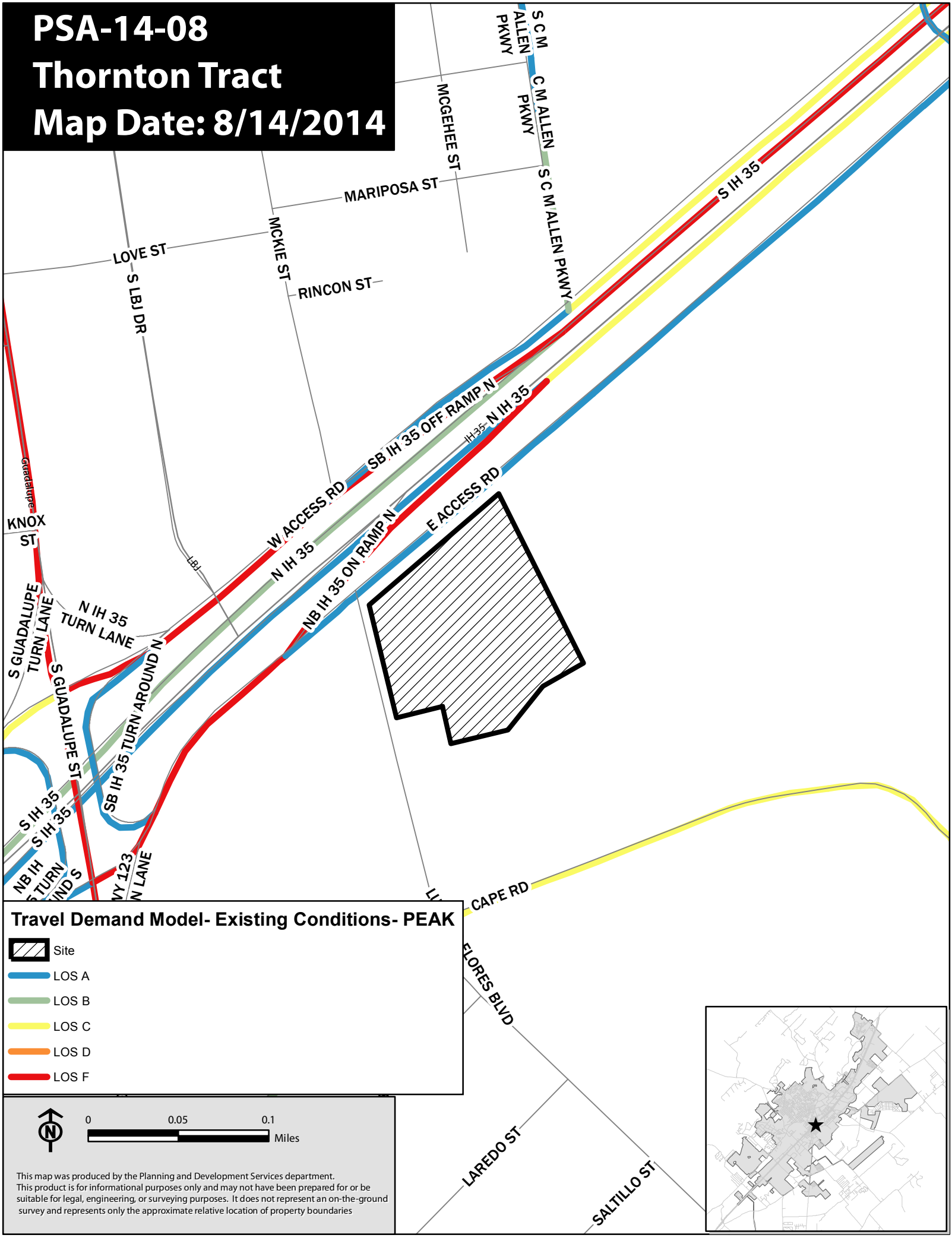

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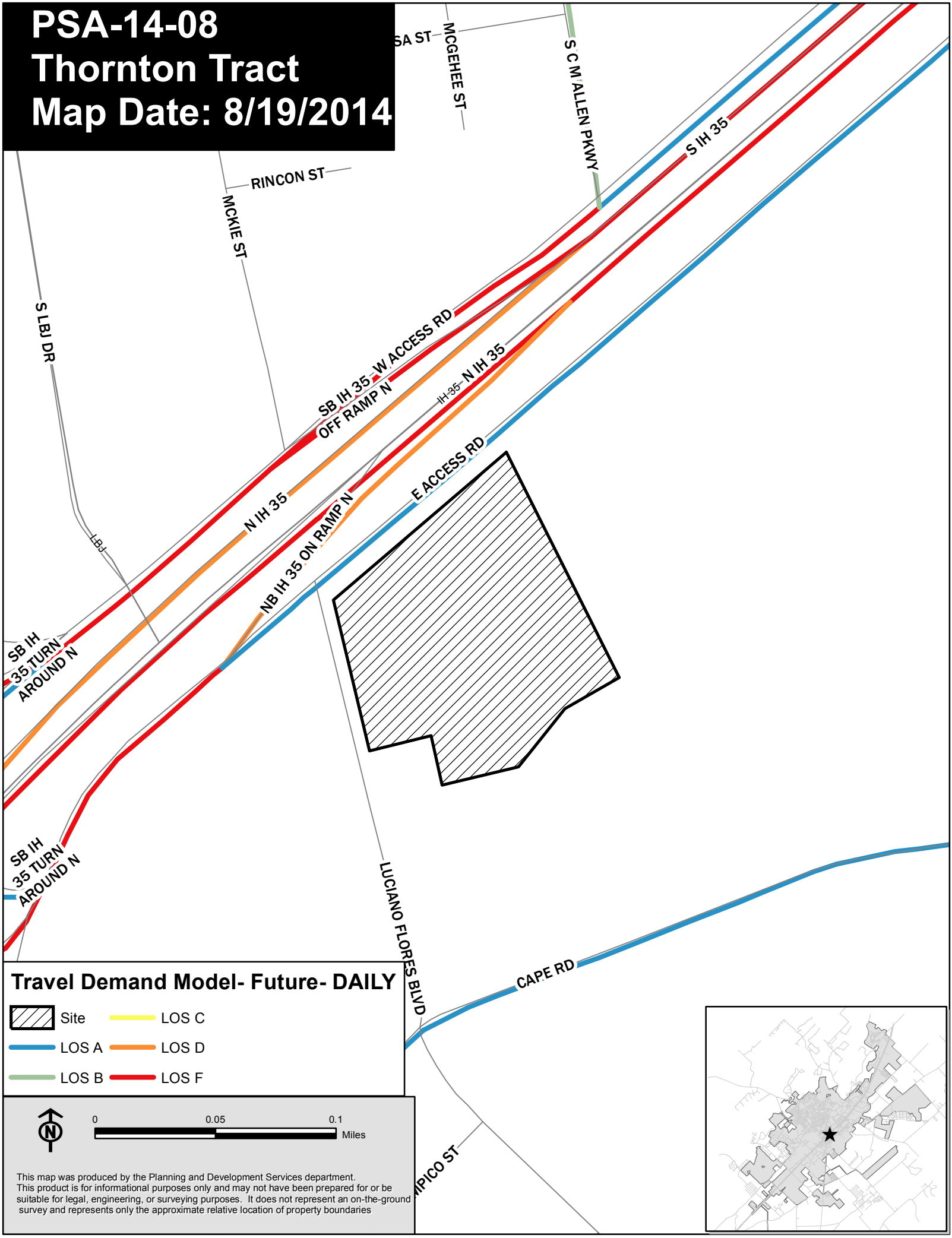

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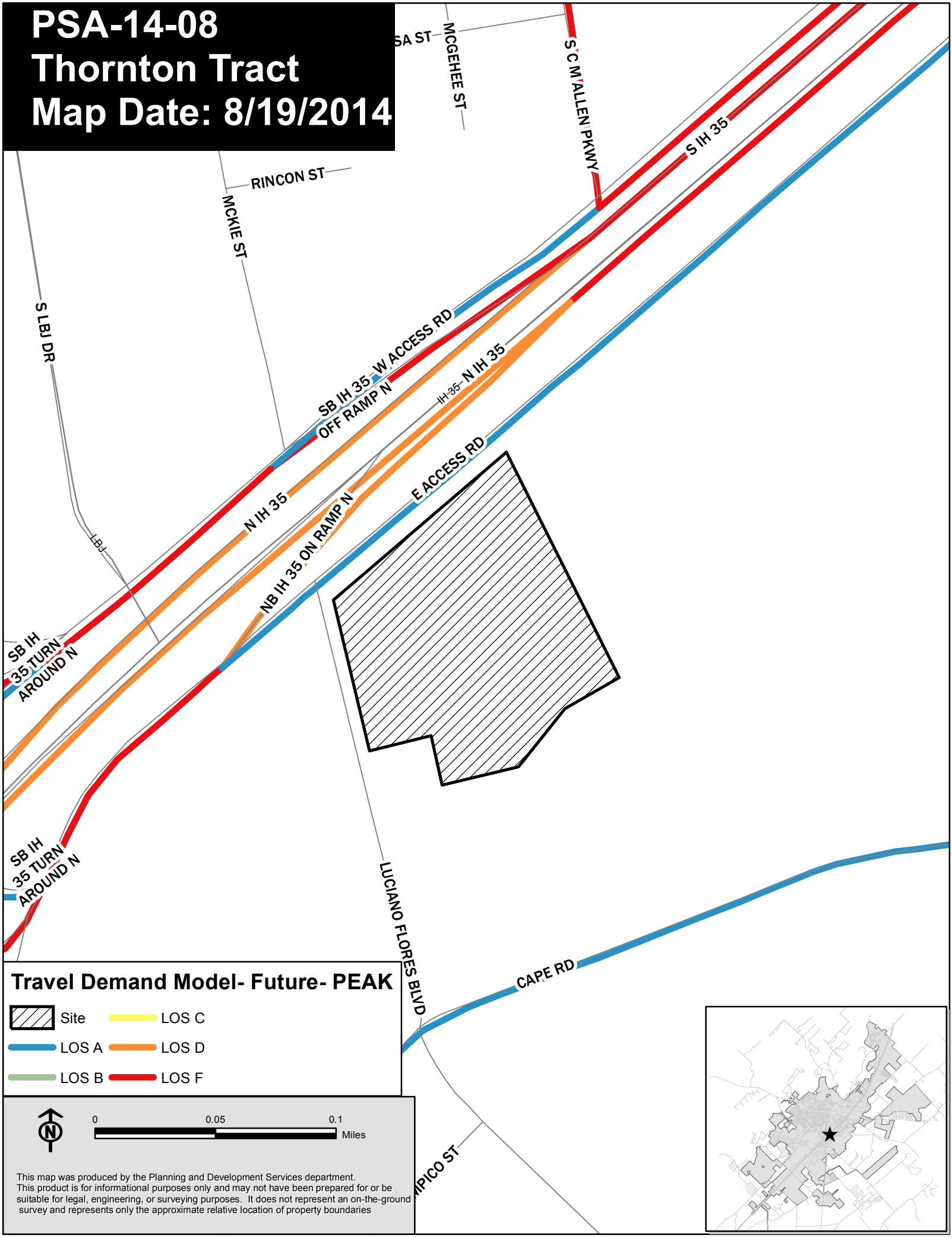

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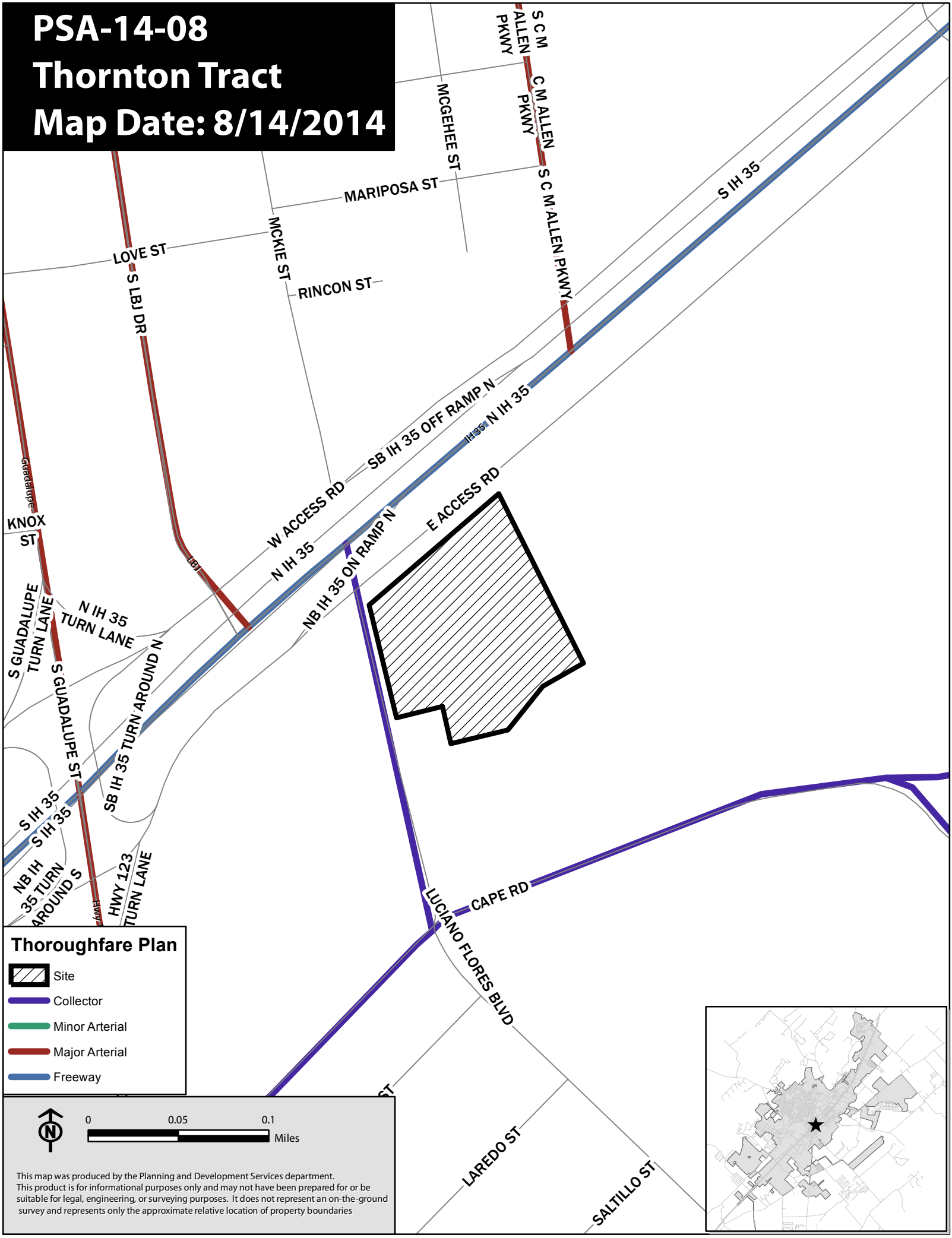

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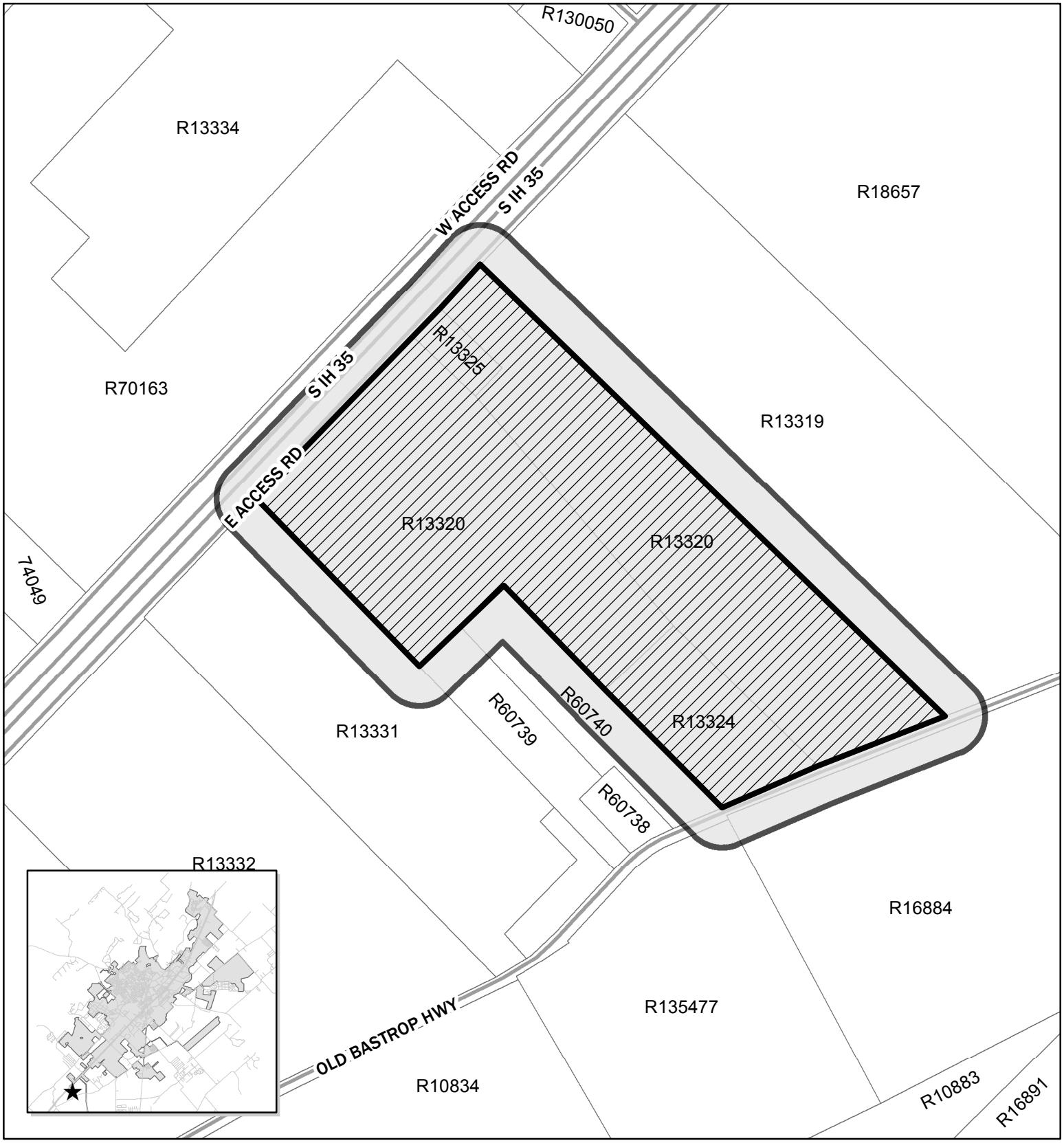

PSA-14-07
Las Colinas
Map Date: 8/12/2014

Site Location
Notification Buffer (200 feet)

0 405 810 1,620 Feet

N

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***PSA-14-07 (Las Colinas) Preferred Scenario Amendment Review* (By Comp Plan Element)**

LAND USE – Preferred Scenario Map / Land Use Intensity Matrix

	YES	NO (map amendment required)
Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?		**X**

ECONOMIC DEVELOPMENT – Furthering the goal of the Core 4 through the three strategies

STRATEGY	SUMMARY		Supports	Contradicts	Neutral
Preparing the 21st Century Workforce	Provides / Encourages educational opportunities				**X**
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business		**Applicant indicates that this project would extend infrastructure to the site which could be used by surrounding properties.**		
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity				**Applicant indicates that proposed project will provide housing.**

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

INCLUDE MAP	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint	**X**	**X**	**X**		
Constraint by Class					
Cultural	X				
Edwards Aquifer	X				
Endangered Species					
Floodplains	X				
Geological	X				
Slope	X		X		X
Soils	X	X		X	
Vegetation	X				
Watersheds	X				
Water Quality Zone	X			X	X

ENVIRONMENT & RESOURCE PROTECTION –

Located in Subwatershed:	**York Creek**				
	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed	**X**				

DRAFT

Notes: **No additional impervious cover was anticipated, or modeled, in this subwatershed. There were no additional recommendations for this watershed in the Plan.**

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	**N/A**
Neighborhood Commission Area(s):	**Partially within sector 5**
Neighborhood Character Study Area(s):	**N/A**

PARKS, PUBLIC SPACES AND FACILITIES –Availability of parks and infrastructure

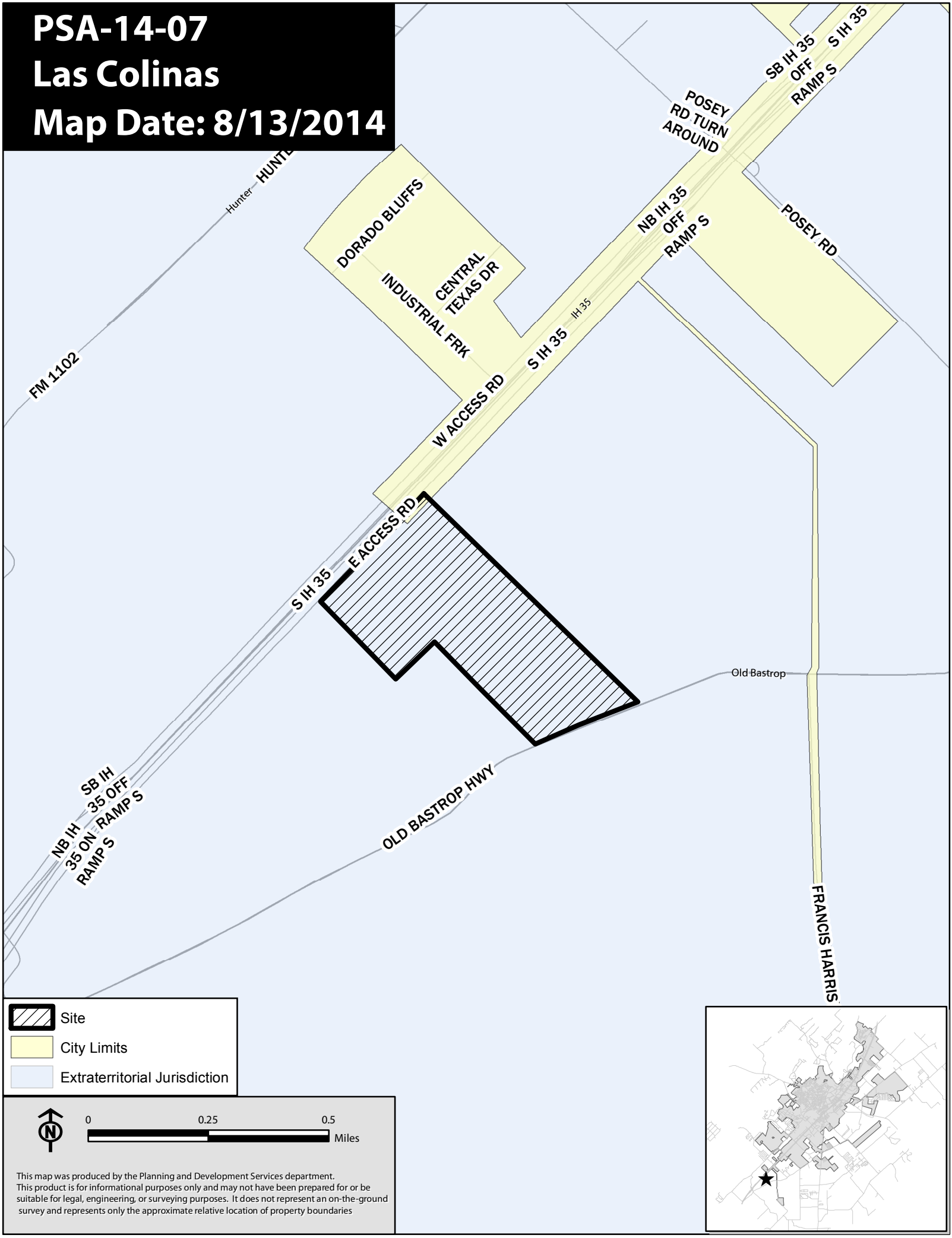
	YES	NO
Will Parks and / or Open Space be Provided?	**X**	
Will Trails and / or Green Space Connections be Provided?	**X**	
Parkland dedication or fee in lieu will be determined at the time of subdivision.		
Public Facility Availability		
	YES	NO
Parks / Open Space within ¼ mile (walking distance)?		**X**
Wastewater service available?		**X**
Notes**: An Out of City Utility Extension was approved for wastewater service.**		
Water service available?		**X**

TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

		A	B	C	D	F
Existing Daily LOS	IH 35 Frontage Road Old Bastrop Highway	**X** **N/A**				
Existing Peak LOS	IH 35 Frontage Road Old Bastrop Highway	**X** **N/A**				
Preferred Scenario Daily LOS	IH 35 Frontage Road Old Bastrop Highway	**X** **N/A**				
Preferred Scenario Peak LOS	IH 35 Frontage Road Old Bastrop Highway	**X** **N/A**				
			N/A	Good	Fair	Poor
Sidewalk Availability			**X**			
			YES		NO	
Adjacent to existing bicycle lane?					**X**	
Adjacent to existing public transportation route?					**X**	
Notes: **Old Bastrop Highway is listed as a Major Arterial on the Transportation Master Plan.**						

DRAFT

PSA-14-07
Las Colinas
Map Date: 8/13/2014



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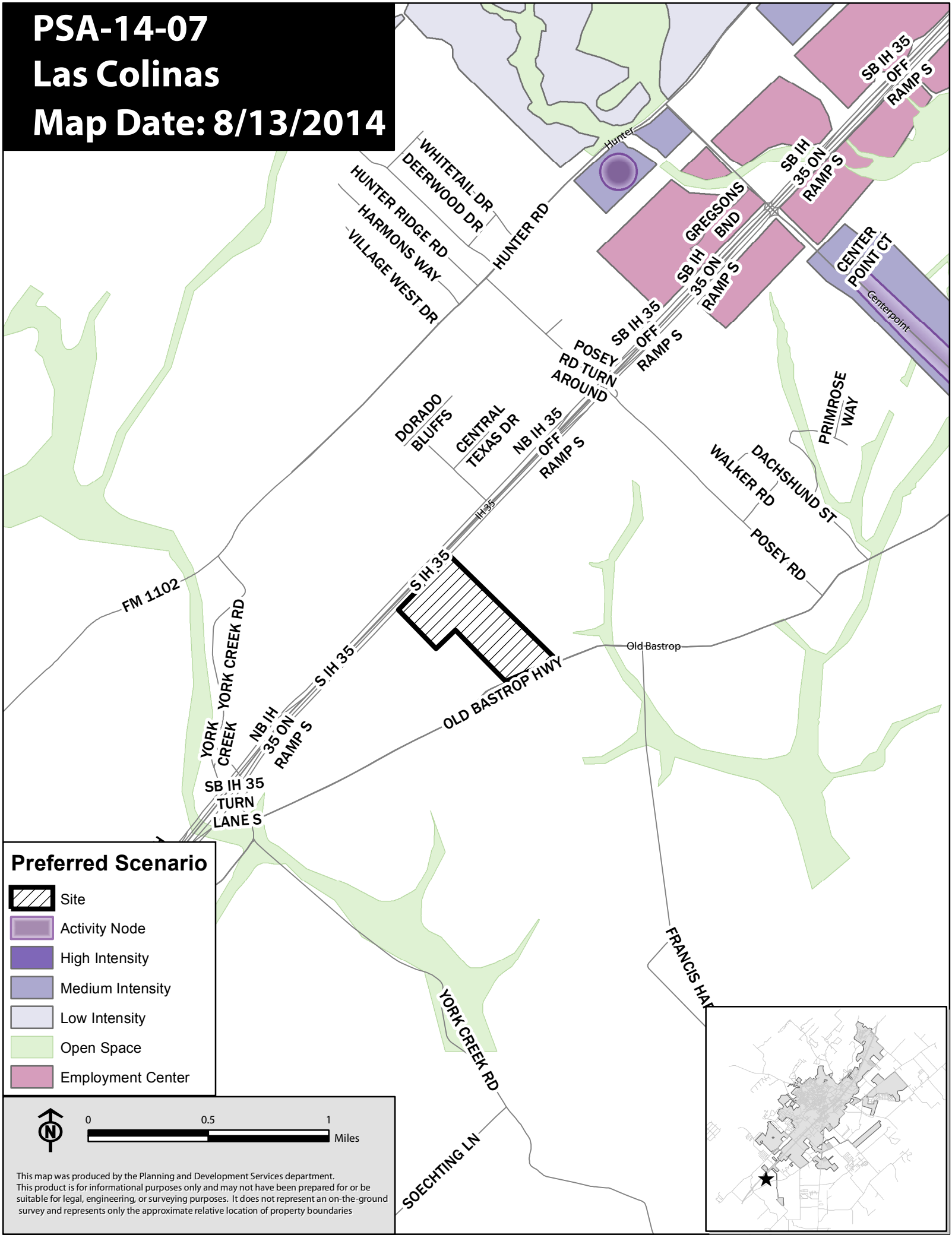

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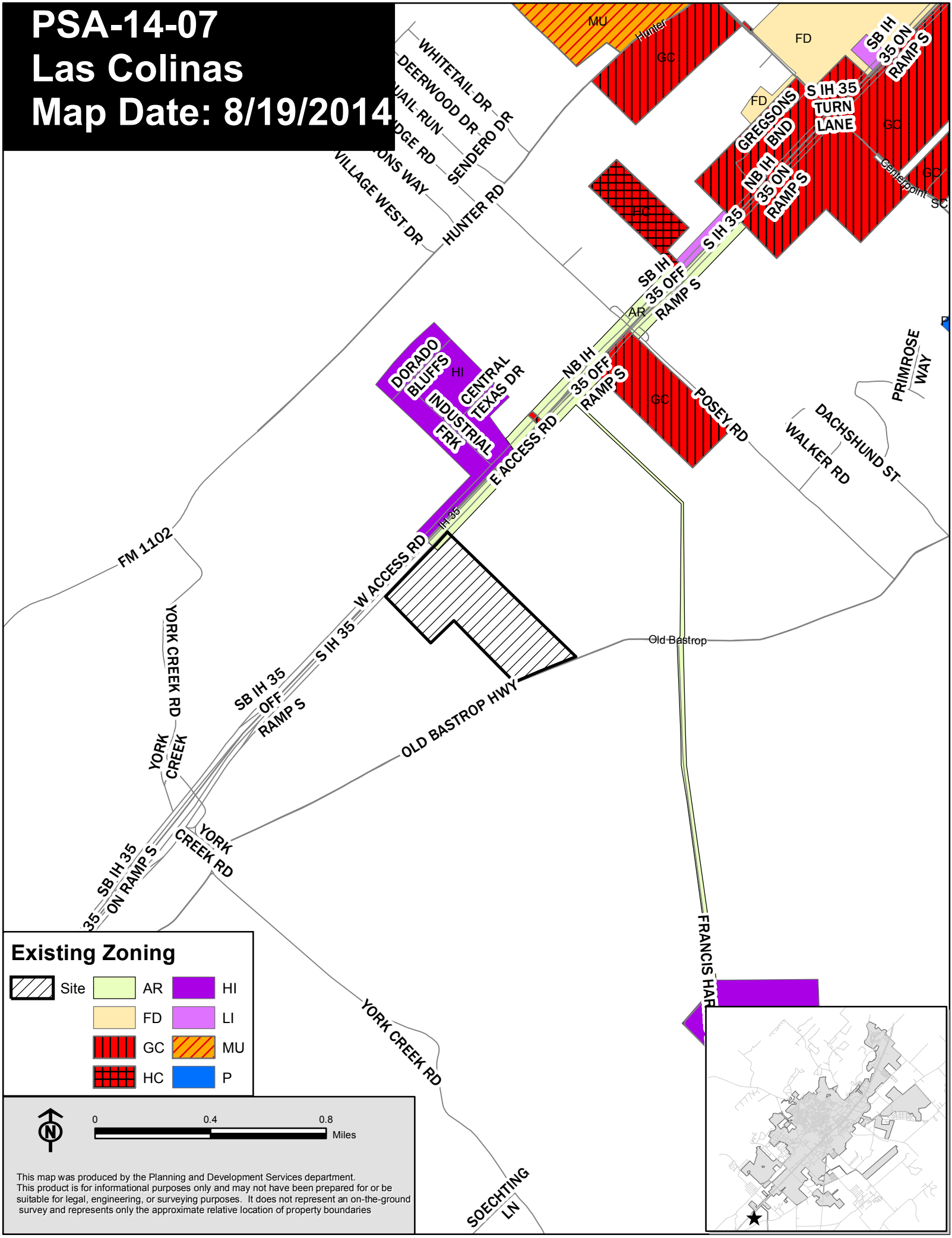

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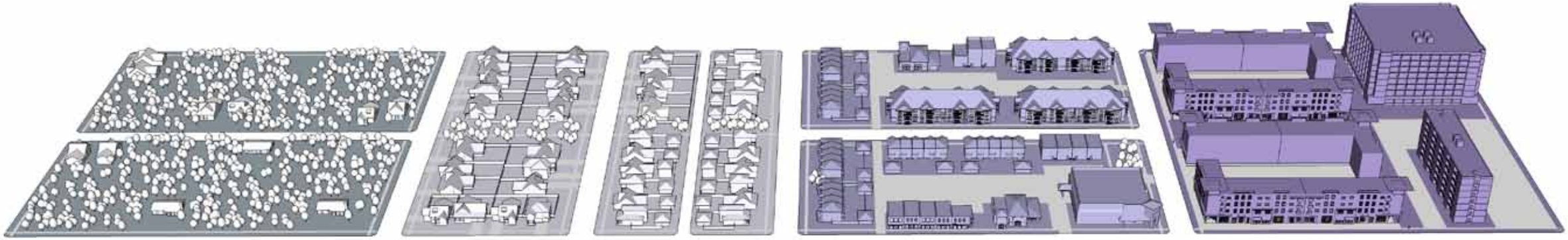

Open Space / Agricultural	Low Intensity and Areas of Stability	Medium Intensity	High Intensity
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Neighborhood & Area Protection / Conservation	**General Use Categories:** Single Family, Home Office, Corner Neighborhood Retail - no gas **Building Types:** 1-2 Story, 3 with CUP **Examples:** Existing Predominately Single-Family Neighborhoods, Default Classification for any area not classified, Utilize Land Use Suitability Map	**General Use Categories:** Single Family, Duplex, Multi-family at nodes, Bed & Breakfast, Home Office, Corner Neighborhood Retail - gas with CUP, Office, Convenience Retail, Restaurants - no drive through **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Triangle - single family	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging **Building Types:** 1-4 Story, Mixed-use at nodes and corridors
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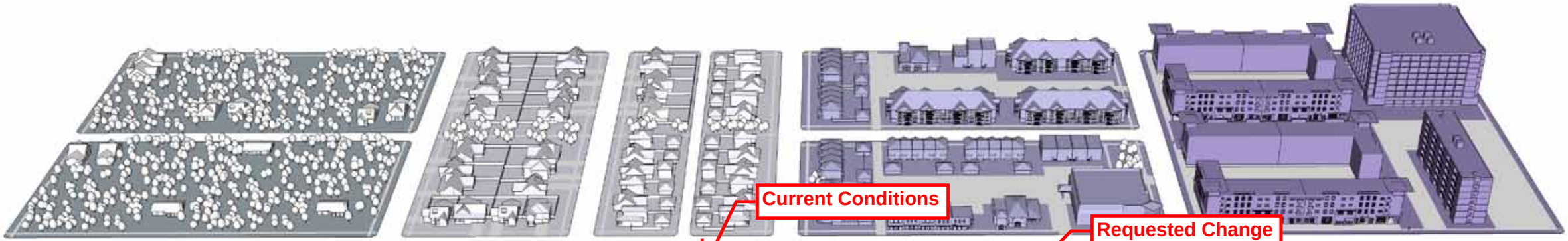

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	General Use Categories: Single Family with accessory building, Bed & Breakfast (5 rooms), Home Office, Corner Neighborhood Retail - no gas, Restaurants - no drive through **Building Types:** 1-3 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Blanco Vista, Paso Robles Default classification for sites with 20 acres or more	**General Use Categories:** Single Family, Duplex, Multi-family, Lodging, Home Office, Office / Flex Space at nodes, Corner Store, Convenience Retail with gas, Restaurants, Light Industrial with CUP **Building Types:** 1-5 Story, Mixed-use at nodes and corridors **Preferred Scenario Examples:** Blanco Vista, Paso Robles, East Village, Medical District, South End, Star Park, Triangle	**General Use Categories:** Single Family, Duplex, Multi-family, Bed & Breakfast, Home Office, Corner Store, Office / Flex Space, Retail, Restaurants, Lodging, Light Industrial with CUP **Building Types:** 1-5 Story, Mixed-use at nodes and corridors

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Las Colinas Current Condition

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MF-12		✓	✓	✓	✓	✓	✓	✓	✓		
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P	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
OP				✓	✓	✓	✓	✓	✓	✓	
NC		✓	✓	✓	✓	✓	✓	✓	✓		
CC					✓	✓	✓	✓	✓		
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HC					✓	✓	✓	✓	✓	✓	
CBA							✓	✓	✓		
SC			✓	✓	✓	✓	✓	✓	✓	✓	
LI									✓	✓	
HI										✓	
PDD	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

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M - Medium Intensity
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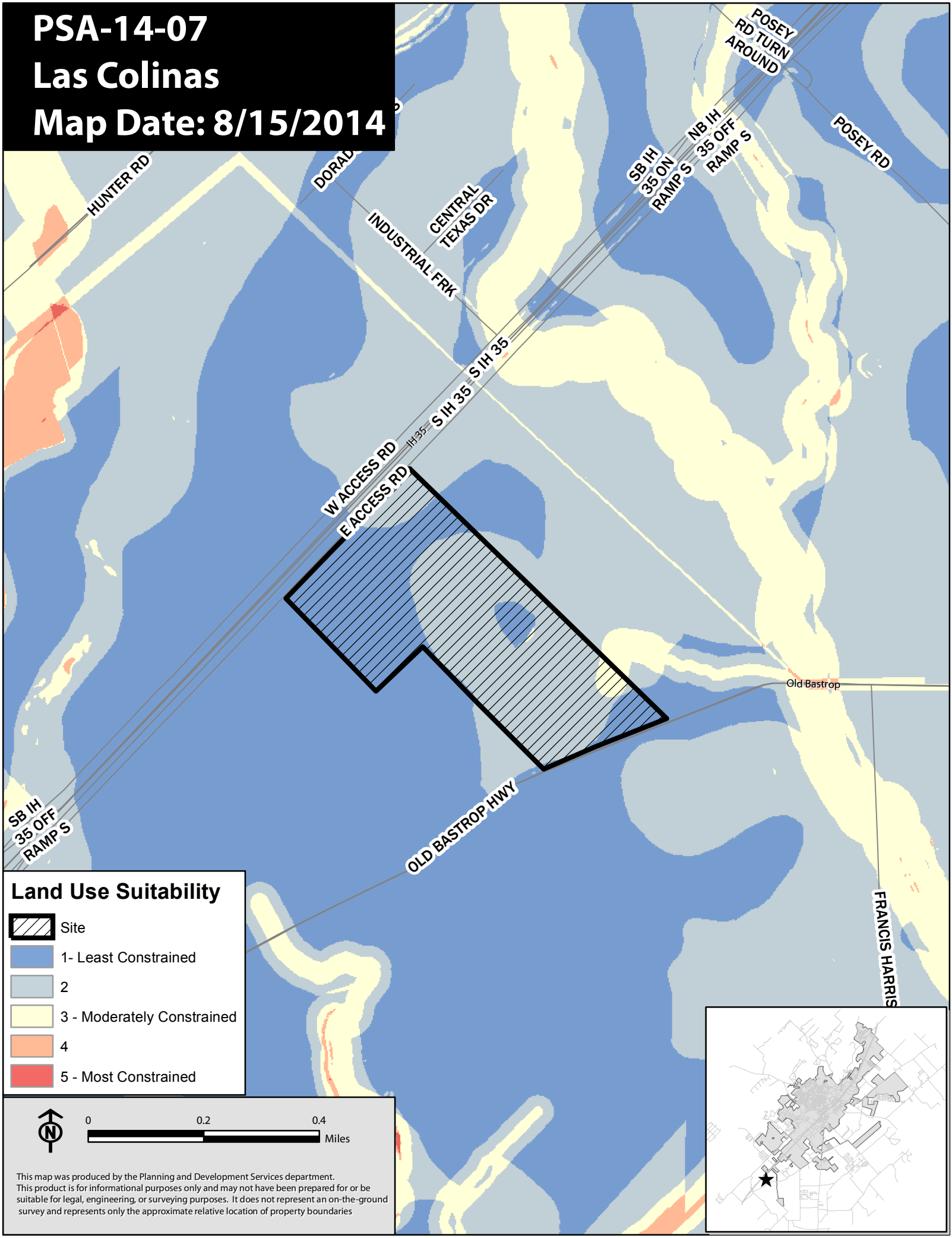

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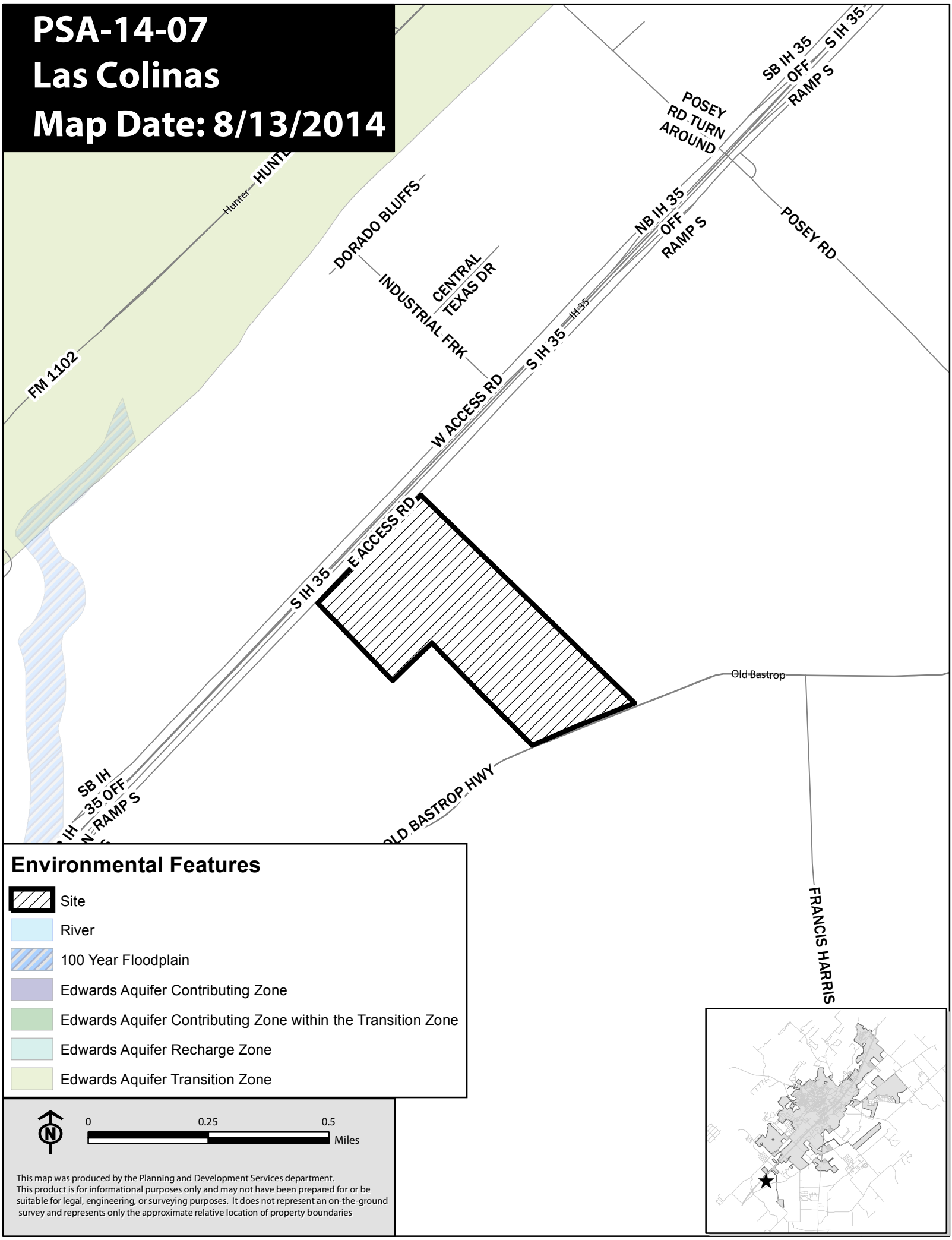
Las Colinas
Map Date: 8/13/2014



This map was produced by the Planning and Development Services department.
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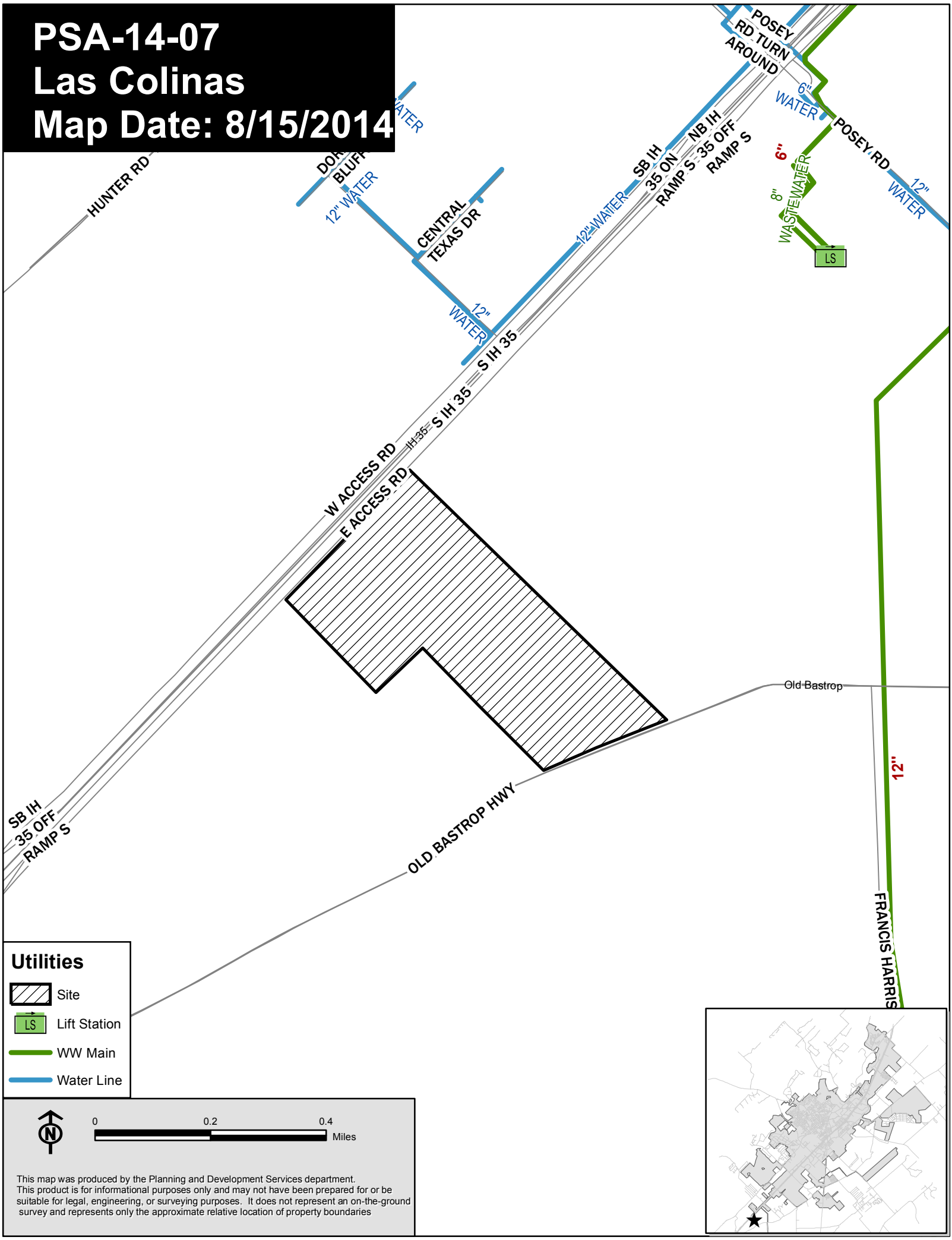
PSA-14-07
Las Colinas
Map Date: 8/15/2014



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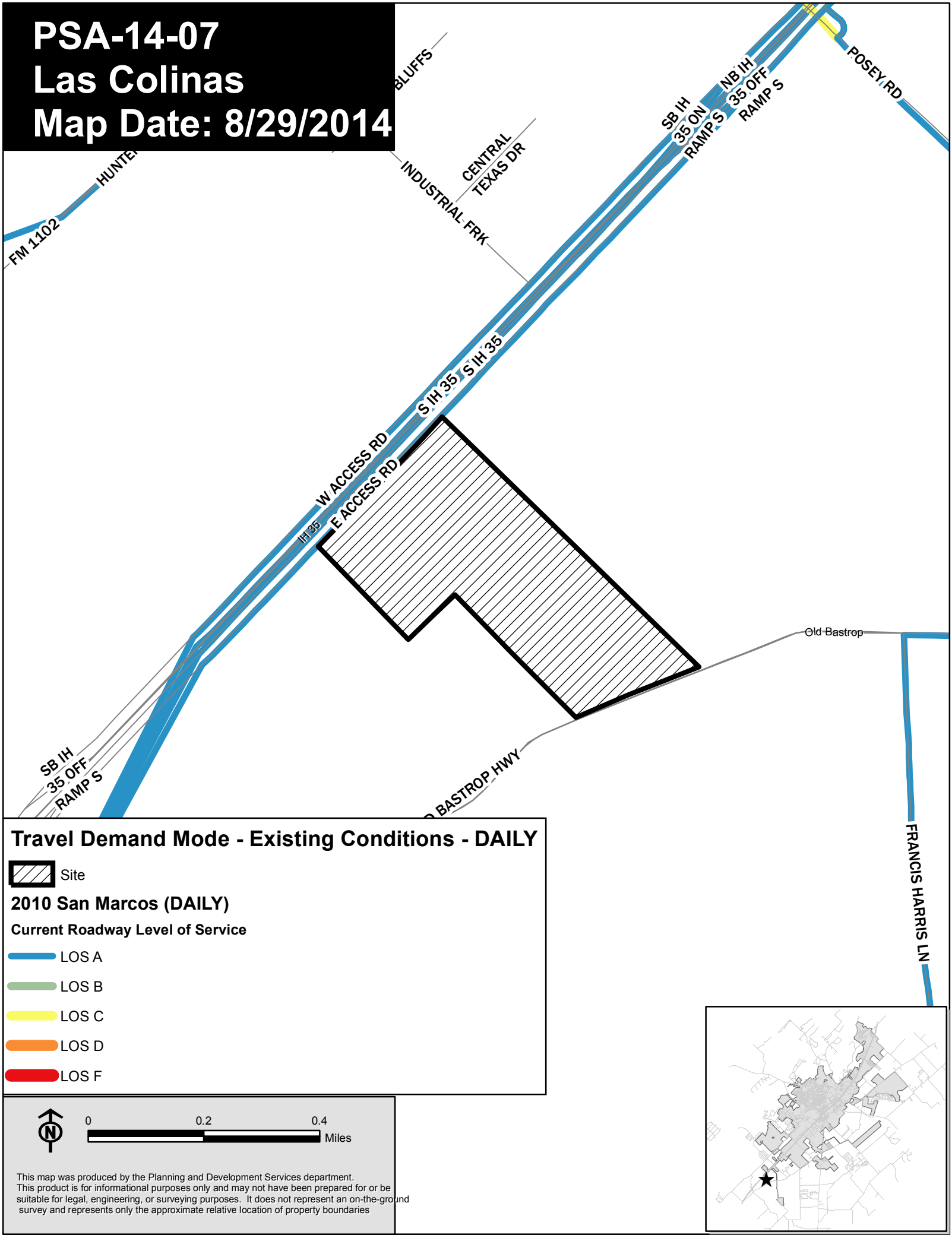
PSA-14-07
Las Colinas
Map Date: 8/29/2014



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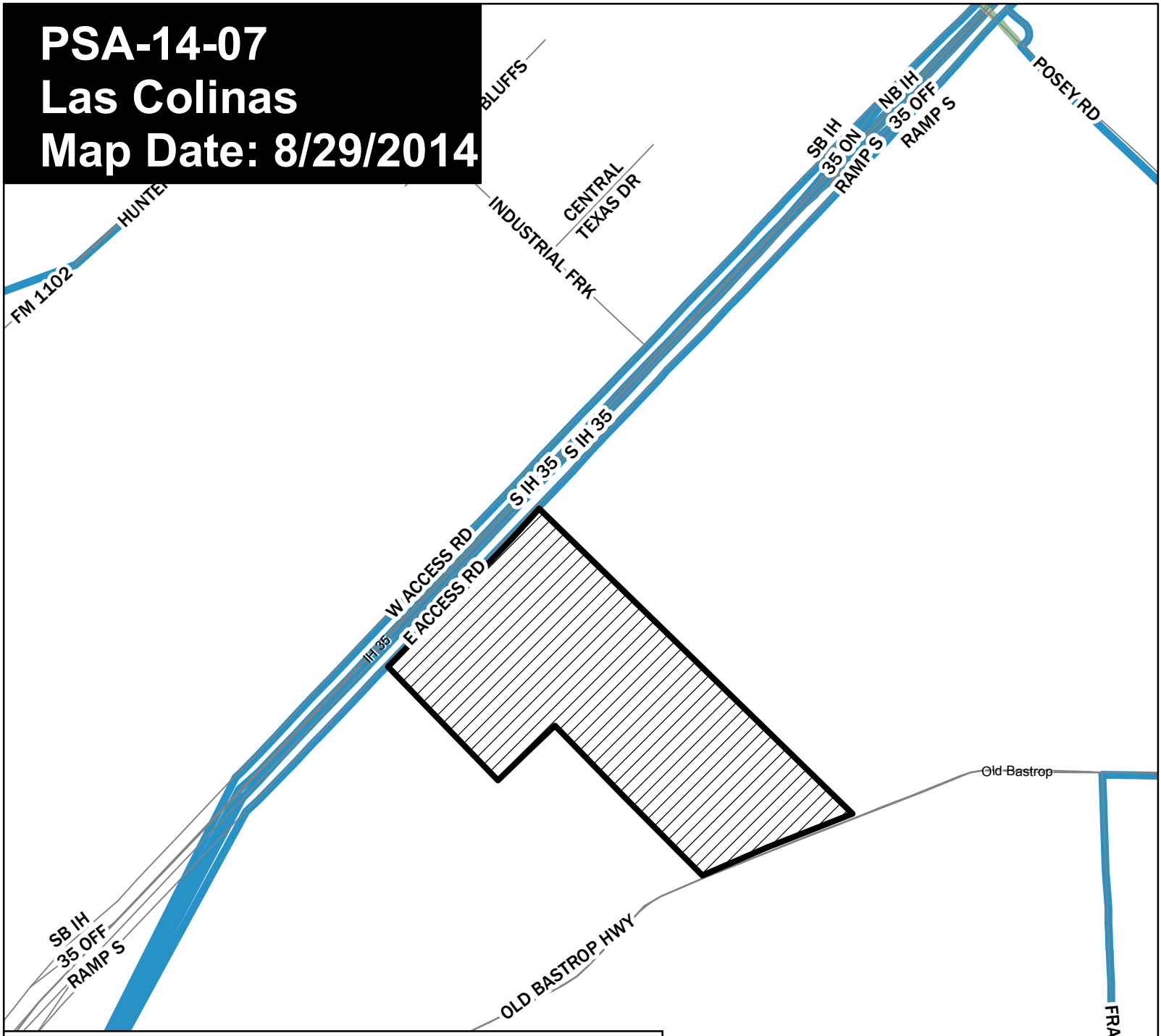
PSA-14-07
Las Colinas
Map Date: 8/29/2014



Travel Demand Mode - Existing Conditions - PEAK

- Site
- LOS A
- LOS B
- LOS C
- LOS D
- LOS F

N

0 0.2 0.4 Miles

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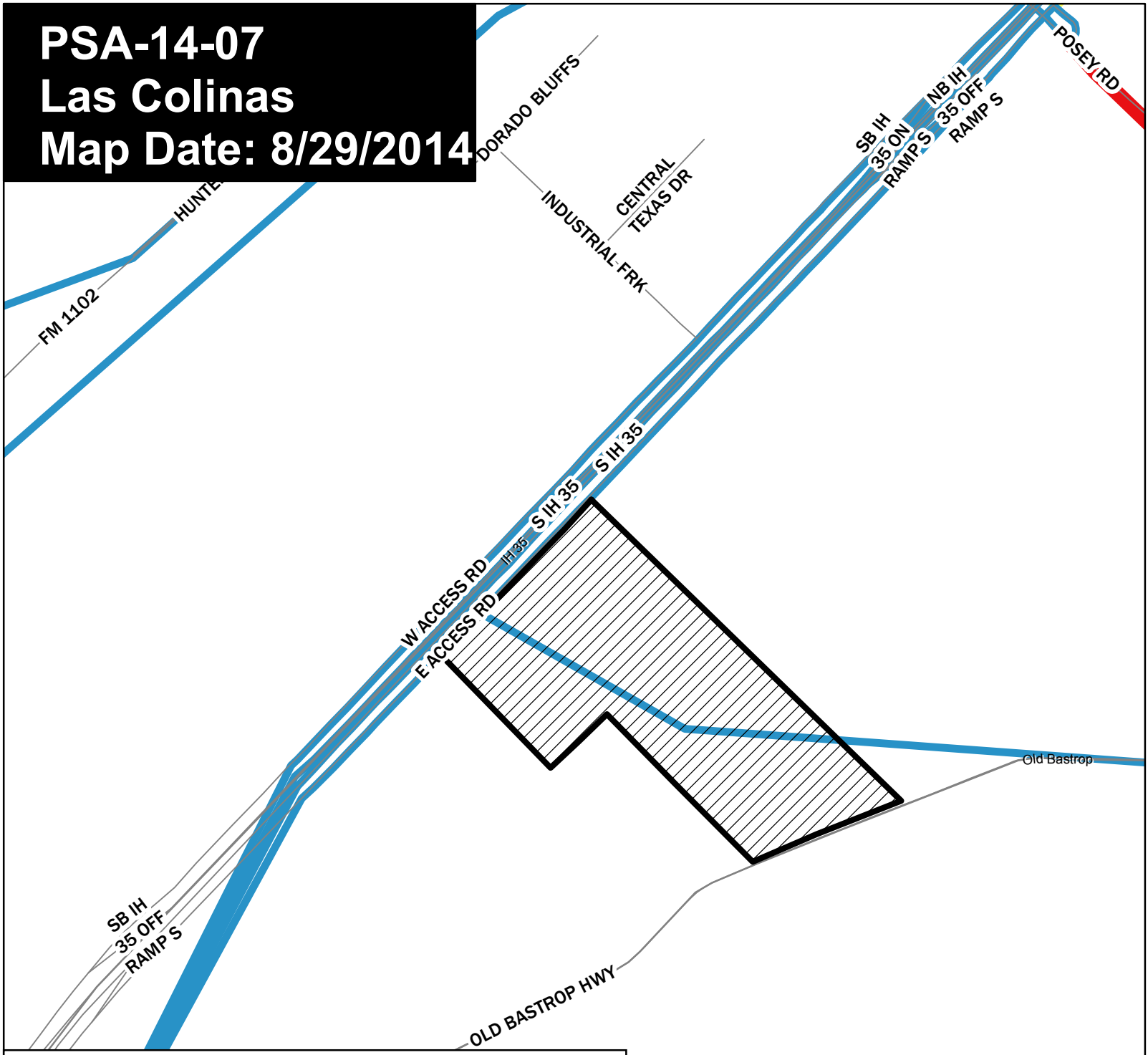
PSA-14-07
Las Colinas
Map Date: 8/29/2014



Travel emand Model - Future Conidtions - DAILY

- Site
- LOS A
- LOS B
- LOS C
- LOS D
- LOS F

N

0 0.2 0.4 Miles

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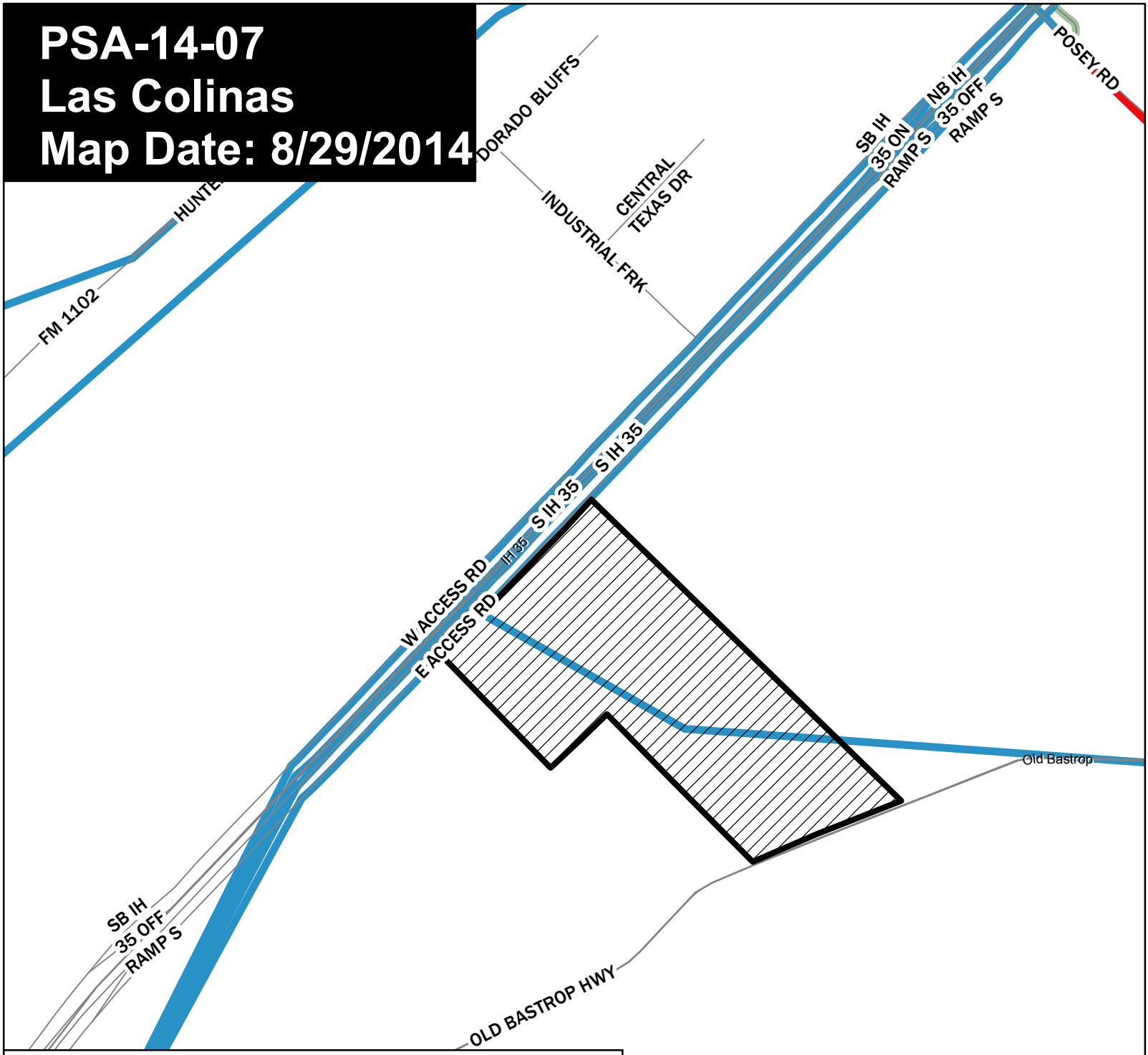
PSA-14-07
Las Colinas
Map Date: 8/29/2014



Travel emand Model - Future Conidtions - PEAK

- Site
- LOS A
- LOS B
- LOS C
- LOS D
- LOS F

N

0 0.2 0.4 Miles

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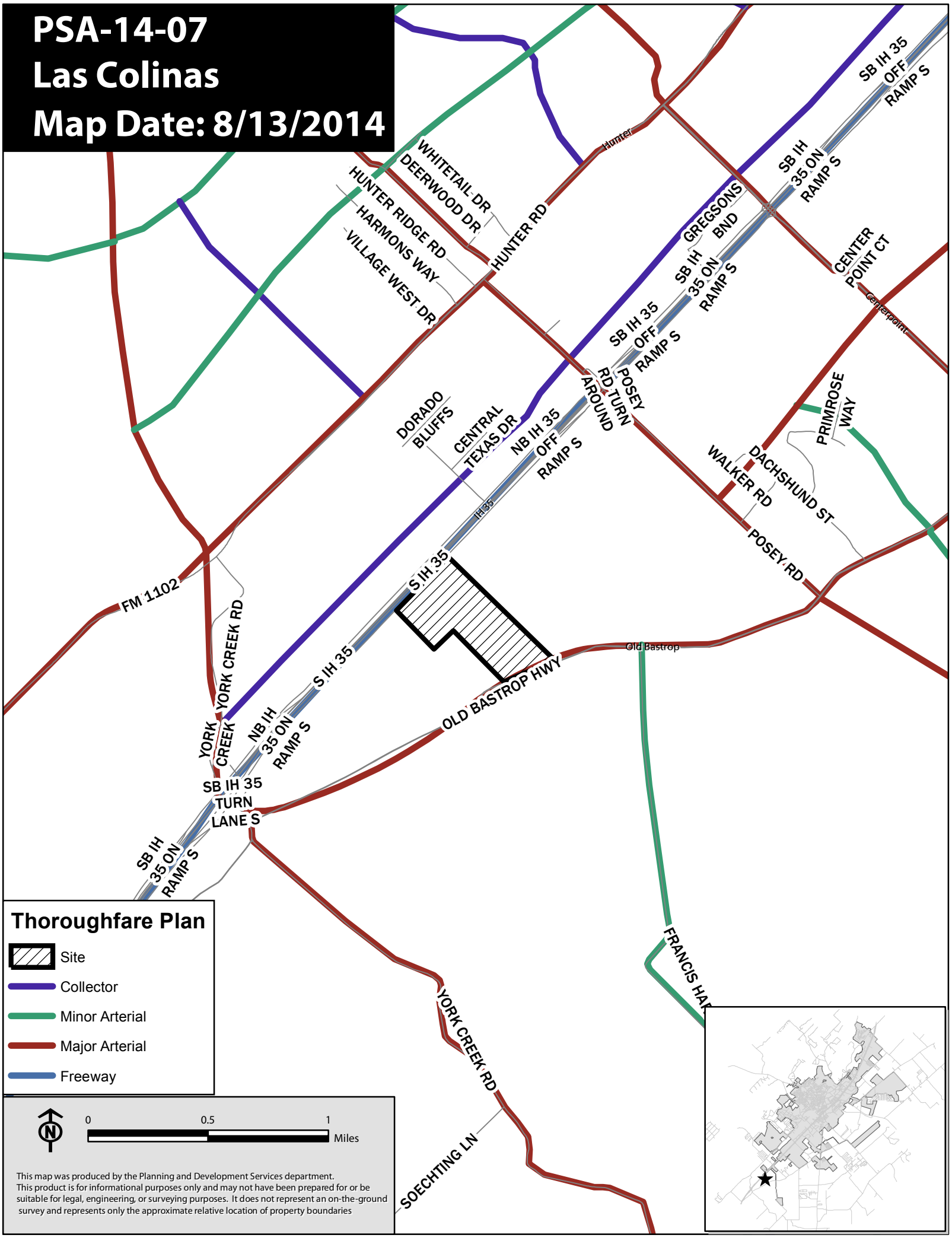
PSA-14-07
Las Colinas
Map Date: 8/13/2014



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File #: ID#13-544, **Version:** 1

AGENDA CAPTION:
Development Services Report:
a. Code SMTX Update
b. Development Services Staffing Update

Meeting date: August 26, 2014

Department: Development Services

Funds Required: n/a
Account Number: n/a
Funds Available: n/a
Account Name: n/a

CITY COUNCIL GOAL:

BACKGROUND: