



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Regular Meeting Agenda - Final Planning and Zoning Commission

Tuesday, October 28, 2014

6:00 PM

City Council Chambers

- I. Call To Order
- II. Roll Call
- III. Chairperson's Opening Remarks
- IV. 30 Minute Citizen Comment Period

CONSENT AGENDA

1. Consider approval of the minutes of the Regular Meeting on September 23, 2014.
2. PC-14-28_03 (Blanco Vista, Tract G-H) Consider a request by CSF Civil Group, on behalf of Brookfield Residential, for approval of a Final Plat for approximately 20.089 acres, more or less, out of the William Ward League Survey, Abstract 467, for 53 residential lots located at Blanco Vista Boulevard and Royal Oak Boulevard.

PUBLIC HEARINGS

3. PC-14-27_05 (Ace Relocation Replat) Hold a public hearing and consider a request by Kurt Prossner on behalf of OBTX LLC, for the resubdivision of approximately 14.72 acres, known as Lot 1 Block A, Ace Relocation Subdivision, Lot 1A, and Lot 2A, Block A, Ace Relocation Subdivision.
4. ZC-14-03 (Sac-N-Pac) Hold a public hearing and consider a request by ETR Development Consulting, LLC, on behalf of Sac-N-Pac, Inc., for a Zoning Change from Future Development (FD) to General Commercial (GC) for approximately .545 acres of lot 3 of the Sac-N-Pac Centerpoint Subdivision.
5. SCW-13-02 (205 W Hopkins St) Hold a public hearing and consider a request by SM Hopkins, LTD. for a SmartCode Warrant to allow drive-through facility in a SmartCode T-5 zoning district at 205 W Hopkins Street.

NON-CONSENT AGENDA

- 6. MUD-14-02 Consider a petition submitted by Metcalfe, Wolfe, Stuart & Williams, on behalf of Walton Texas, LP to create a municipal utility district within the City of San Marcos Extraterritorial Jurisdiction consisting of 2,358 acres located east of I-35 and generally located both north and south of the intersection of FM 1984 and Yarrington Road (project commonly known as Cotton Center).
- 7. Development Services Report:
 - a. Code SMTX 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:



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#13-594, **Version:** 1

AGENDA CAPTION:

Consider approval of the minutes of the Regular Meeting on September 23, 2014.

Meeting date: October 28, 2014

Department: Development Services

Funds Required: n/a

Account Number: n/a

Funds Available: n/a

Account Name: n/a

CITY COUNCIL GOAL:

BACKGROUND:



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Meeting Minutes Planning and Zoning Commission

Tuesday, September 23, 2014

6:00 PM

City Council Chambers

630 E. Hopkins

I. Call To Order

With a quorum present, the regular meeting of the San Marcos Planning and Zoning Commission was called to order by Chair Wood at 6:00 p.m on Tuesday, September 23, 2014 in the Council Chambers of the City of San Marcos, City Hall, 630 E. Hopkins, San Marcos, Texas 78666

II. Roll Call

- Present** 7 - Commissioner Corey Carothers, Commissioner Jane Hughson, Commissioner Brian Olson, Commissioner Angie Ramirez, Commissioner Curtis Seebeck, Commissioner Amy Stanfield, and Commissioner Chris Wood
- Absent** 2 - Commissioner Kenneth Ehlers, and Commissioner Travis Kelsey

III. Chairperson's Opening Remarks

Chair Wood announced that staff has requested Item 3 of the Consent Agenda be pulled from the agenda. He also advised that Item 4 of the Consent Agenda will be pulled from consent to allow staff to make a presentation.

IV. 30 Minute Citizen Comment Period

Camille Phillips spoke in opposition to agenda item 12. She stated that the area floods already and more impervious cover will make things worse. She added that Capes Camp will also influence flooding. Ms. Phillips added that the neighborhood is an established neighborhood and deserves to be protected. She pointed out that additional apartments will stress the neighborhood. Ms. Phillips said that there is already high traffic and will increase with additional projects. She asked the Commission to vote against the request.

CONSENT AGENDA

Item 3 pulled from the agenda. Item 4 pulled from the consent agenda to allow staff to make a presentation.

1. Consider approval of the minutes of the Regular Meeting on August 26, 2014.
2. Consider approval of the minutes of the Regular Meeting on September 9, 2014.
3. PC-13-37_03 (Vista De Los Santos - Phase 1) Consider a request by HMT Engineering and Surveying for approval of a Final Plat and associated Subdivision Improvement Agreement for approximately 24.75 acres, more or less, out of the John Williams Survey, Abstract No. 2, located near Craddock Avenue and Valencia Way.
4. PC-14-17_03 (Uniprop) Consider a request by Cuatro Consultants on behalf of RSSO, LLC

for a Final Plat and the associated Subdivision Improvement Agreement, consisting of 40 acres out of the J.M Veramendi League number 1, establishing Lots 1, 2, and 3 of the Uniprop Subdivision.

- 5. PC-14-24_02 (Blanco Vista Tract E Phase 1) Consider a request by CSF Civil Group, LLC, on behalf of Brookfield Residential, to approve a preliminary plat for Blanco Vista Tract E, Phase 1.

A motion was made by Commissioner Seebeck, seconded by Commissioner Carothers, that Consent Agenda Items 1, 2 and 5 of the consent agenda be approved. The motion carried by the following vote:

For: 7 - Commissioner Carothers, Commissioner Hughson, Commissioner Olson, Commissioner Ramirez, Commissioner Seebeck, Commissioner Stanfield and Commissioner Wood

Against: 0

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

PC-14-17_03 (Uniprop) Consider a request by Cuatro Consultants on behalf of RSSO, LLC for a Final Plat and the associated Subdivision Improvement Agreement, consisting of 40 acres out of the J.M Veramendi League number 1, establishing Lots 1, 2, and 3 of the Uniprop Subdivision.

Chair Wood opened the public hearing.

Will Parrish, Planning Technician gave an overview of the request.

There were no citizen comments and the public hearing was closed.

A motion was made by Commissioner Stanfield, seconded by Commissioner Ramirez, that Item 4, PC-14-17_03 (Uniprop) be approved with the plat note changes and additions that Notes 3 and 4 be combined into one note reading: Sidewalks will be constructed at the time of development; Note 9- The east one half of Leah Avenue is being constructed with this plat, said road will be constructed within the 30' dedication of Right of Way for Leah Avenue; Note 10- No driveway constructed on any lot within this subdivision shall be permitted access onto a public roadway unless (1) a permit for use of the County roadway Right of Way has been issued under chapter 751; and (2) the driveway satisfied the minimum spacing requirements for driveways set forth in chapter 721; Note 11- Total number of Lots: 3, average lot size: 12.68 acres including 2 lots 10 acres or larger, and 1 lot larger than 5.0 acres and smaller than 10 acres. The motion carried by the following vote:

For: 7 - Commissioner Carothers, Commissioner Hughson, Commissioner Olson, Commissioner Ramirez, Commissioner Seebeck, Commissioner Stanfield and Commissioner Wood

Against: 0

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

PUBLIC HEARINGS

- 6. CUP-14-30 (Shisha Zone Moroccan Hookah Lounge) Hold a public hearing and consider a request by Mohamed Anani, on behalf of Hjortin Family Trust, for a conditional use permit to allow for a smoking lounge at 700 N LBJ Dr.

Chair Wood opened the public hearing.

Tory Carpenter, Staff Planner gave an overview of the project.

There were no citizen comments and the public hearing was closed.

A motion was made by Commissioner Seebeck, seconded by Commissioner Olson, that CUP-14-30 (Shisha Zone Moroccan Hookah Lounge) be approved. The motion carried by the following vote:

For: 4 - Commissioner Olson, Commissioner Ramirez, Commissioner Seebeck and Commissioner Wood

Against: 3 - Commissioner Carothers, Commissioner Hughson and Commissioner Stanfield

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

8. CUP-14-32 (Alcove Self Storage) Hold a public hearing and consider a request by Tyler Grooms, on behalf of 90 San Marcos LTD & DFRM Investments for a Conditional Use Permit to allow for a self-storage business located at 1615 N IH-35.

Chair Wood opened the public hearing.

Will Parrish, Staff Planning Technician gave an overview of the project.

Tyler Grooms stated that he lives in Austin and feels that they have exceeded the minimum requirements for the proposed use. He pointed out that they will use Light Commercial on most of the back half of the building. Mr. Grooms stated that they are the lowest producers of traffic for commercial uses. He feels it is a good looking product and good appeal for the property. Mr. Grooms stated he and his architect were available to answer questions.

Felix DeLeon, 707 Umland Road which is next door to the proposed use stated that his concern is that his property is located on the bottom of a slope and when heavy rains occur his property will flood. He asked if a retaining wall and a drainage system will be installed on the proposed property.

There were no additional comments and the public hearing was closed.

A motion was made by Commissioner Ramirez, seconded by Commissioner Hughson, that CUP-14-32 be approved.

An amended motion was made by Commissioner Ramirez, seconded by Commissioner Hughson, that CUP-14-32 be approved with conditions that all buildings shall be setback at a minimum of 35 feet from any lot which has a residential use other than multifamily and the applicant shall comply with applicable screening requirements and the proposed additional landscape (trees behind the fence to create a visual screen) screening, and buffer requirements as noted in Sections 6.1.2.1 and 6.1.2.4 (3) of the Land Development Code. The motion carried by the following vote:

For: 7 - Commissioner Carothers, Commissioner Hughson, Commissioner Olson, Commissioner Ramirez, Commissioner Seebeck, Commissioner Stanfield and Commissioner Wood

Against: 0

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

Chair Wood called for a vote on the main motion that CUP-14-32 be approved with conditions that all buildings shall be setback at a minimum of 35 feet from any lot which has a residential use other than multifamily and the applicant shall comply with applicable screening

requirements and the proposed additional landscape (trees behind the fence to create a visual screen) screening, and buffer requirements as noted in Sections 6.1.2.1 and 6.1.2.4 (3) of the Land Development Code. The motion carried by the following vote:

For: 7 - Commissioner Carothers, Commissioner Hughson, Commissioner Olson, Commissioner Ramirez, Commissioner Seebeck, Commissioner Stanfield and Commissioner Wood

Against: 0

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

- 7. CUP-14-31 (Alcove Self Storage) Hold a public hearing and consider a request by Tyler Grooms, on behalf of 90 San Marcos LTD & DFRM Investments for a Conditional Use Permit to allow for a structure with sheet metal siding to be located at 1615 N IH 35.

Chair Wood opened the public hearing.

Will Parrish, Staff Planning Technician gave an overview of the project.

There were no public comments and the public hearing was closed.

A motion was made by Commissioner Olson, seconded by Commissioner Stanfield, that CUP-14-31 be approved. The motion carried by the following vote:

For: 7 - Commissioner Carothers, Commissioner Hughson, Commissioner Olson, Commissioner Ramirez, Commissioner Seebeck, Commissioner Stanfield and Commissioner Wood

Against: 0

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

- 9. PSA-14-04 (Trace) Hold a public hearing and consider a request by High Pointe Communities for a Preferred Scenario Amendment to change an Area of Stability to a Medium Intensity Zone on an approximately 158.4 acre tract along the east side of IH 35, north of Posey Road, out of the William H. Van Horn Survey, or alternatively, designate a portion of the area appropriate as an Employment Center along IH 35.

Chair Wood opened the public hearing.

Amanda Hernandez, Senior Planner noted that a typo was made on the agenda and should read south not north of Posey Road.

Chris Crawford, President of RVI, Planning, Landscape, Architecture 712 Congress Avenue, Suite 300, Austin Tx. and Caren Williams gave a presentation of the Preferred Scenario Amendment. There were no additional comments and the public hearing was closed.

A motion was made by Commissioner Stanfield, seconded by Commissioner Hughson, that PSA-14-04 be postponed to the October 28th Planning Commission Meeting. The motion failed by the following vote:

For: 1 - Commissioner Hughson

Against: 6 - Commissioner Carothers, Commissioner Olson, Commissioner Ramirez, Commissioner Seebeck, Commissioner Stanfield and Commissioner Wood

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

A motion was made by Commissioner Stanfield, seconded by Commissioner Olson, that PSA-14-04 be denied with the recommendation for the Hybrid option presented by the applicant. The motion carried by the following vote:

For: 4 - Commissioner Carothers, Commissioner Olson, Commissioner Stanfield and Commissioner Wood

Against: 3 - Commissioner Hughson, Commissioner Ramirez and Commissioner Seebeck

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

10. PSA-14-05 (Hillert) Hold a public hearing and consider a request by Moeller and Associates for a Preferred Scenario Amendment to change an Area of Stability to a Medium Intensity Zone for an approximately 563.8 acre tract located along Staples Road, east of Old Bastrop Highway out of the William A. Matthews Survey, the William Burnet Survey and the B&G Fulcher League in Hays and Guadalupe Counties.

Chair Wood opened the public hearing.

David Earl, 6 West Oaks Court, San Antonio, Tx representing the applicant gave a presentation of the project.

Amanda Hernandez, Senior Planner gave an overview of the project.

Todd Burek, 22711 Castle Peek, San Antonio ceded his time to David Earl.

David Earl stated that the Commission was given inaccurate information that the property is not within the CCN of the City of San Marcos. Mr. Earl referred to the Hillert Tract annexation in 2008. He pointed out that the property is located within the City of San Marcos Sewer CCN area and is entitled to service.

There were no additional comments and the public hearing was closed.

A motion was made by Commissioner Ramirez, seconded by Commissioner Carothers, that PSA-14-05 be denied. The motion carried by the following vote:

For: 6 - Commissioner Carothers, Commissioner Hughson, Commissioner Ramirez, Commissioner Seebeck, Commissioner Stanfield and Commissioner Wood

Against: 1 - Commissioner Olson

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

11. PSA-14-07 (Las Colinas) Hold a public hearing and consider a request by Flying TZ, LP for a Preferred Scenario Map Amendment to change an Area of Stability to a Medium Intensity Zone for approximately 92.00 acres located between South IH 35 and Old Bastrop Highway South of Posey Road out of the Samuel Craft Sr. Survey, or alternatively, designate a portion of the area appropriate as an Employment Center along IH 35.

Chair Wood opened the public hearing.

Tory Carpenter, Staff Planner gave an overview of the request.

Reagan Dickerson, said he has been in San Marcos since 1961 and has lived on property since 1980. He feels that his request is consistent with the surrounding area in which the commercial area is directly across from the highway. Mr. Dickerson gave an description of the surrounding businesses. He explained that he has shown the plans to city staff since January 2013 and was not aware of any inconsistencies. Mr. Dickerson advised that Baker-Aicklen has not had time to review staff

recommendations. He pointed out that the issue is that he has the property pre sold and requires a medium intensity in the center of the property. Mr. Dickerson was not concerned about front of the property being an employment center. He added that he does not want single family on IH 35. The property will have multi family residential and will consist of tenants that are 55 years or older. The front of the property will consist of a hospitality venue. He said it is important that he attain a medium intensity zone. Mr. Dickerson added that he will not develop anything that would reflect poorly on San Marcos.

There were no additional comments and the public hearing was closed.

A motion was made by Commissioner Seebeck, seconded by Commissioner Stanfield, that PSA-14-07 be approved. The motion carried by the following vote:

For: 5 - Commissioner Carothers, Commissioner Olson, Commissioner Seebeck, Commissioner Stanfield and Commissioner Wood

Against: 2 - Commissioner Hughson and Commissioner Ramirez

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

12. PSA-14-08 (Thornton) Hold a public hearing and consider a request by ETR Development Consulting for a Preferred Scenario Amendment to change an Area of Stability to a High Intensity Zone for an approximately 6 acre tract located at the intersection of IH 35 and Luciano Flores Boulevard out of the JM Veramendi Survey No. 1.

Chair Wood opened the public hearing.

Ed Theriot, ETR Development Consulting, 5395 Hwy, 183 N., Lockhart gave an presentation of the project.

Amanda Hernandez, Staff Senior Planner gave an overview of the project.

Diane Wassenich, San Marcos River Foundation said it may be pointless for her to speak because on the other side of the river the apartments are already being built with 10' wide tunnels under the buildings to carry flood waters. She pointed out that the property is important floodplain land which includes Willow Creek. Ms. Wassenich felt it was her responsibility to remind the Commission that the areas are not appropriate for development and need to be natural areas that absorb flood waters. There were no additional comments and the public hearing was closed.

A motion was made by Commissioner Carothers, seconded by Commissioner Olson, that PSA-4-08 be approved. The motion carried by the following vote:

For: 5 - Commissioner Carothers, Commissioner Olson, Commissioner Seebeck, Commissioner Stanfield and Commissioner Wood

Against: 2 - Commissioner Hughson and Commissioner Ramirez

Absent: 2 - Commissioner Ehlers and Commissioner Kelsey

NON-CONSENT AGENDA

13. Development Services Report:
- Code SMTX Update
 - Planning & Zoning Commission meeting dates
 - Staff update

Abby Gillfillan gave an update on the Code SMTX Rodeo Events. Kristy Stark advised the Commission

that there will be one P&Z meeting in October and one meeting in November. John Foreman announced that he has resigned.

V. Question and Answer Session with Press and Public.

There were no questions from the press and public.

VI. Adjournment

A motion was made by Commissioner Seebeck, seconded by Commissioner Hughson, that the meeting be adjourned at 8:45 p.m. The motion carried unanimously.

Chris Wood, Chair

Curtis Seebeck, Commissioner

Corey Carothers, Commissioner

Angie Ramirez, Commissioner

Jane Hughson, Commissioner

Amy Stanfield, Commissioner

Brian Olson, Commissioner

ATTEST:

Francis Serna, Recording Secretary

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:



Legislation Text

File #: PC-14-28_03, **Version:** 1

AGENDA CAPTION:

PC-14-28_03 (Blanco Vista, Tract G-H) Consider a request by CSF Civil Group, on behalf of Brookfield Residential, for approval of a Final Plat for approximately 20.089 acres, more or less, out of the William Ward League Survey, Abstract 467, for 53 residential lots located at Blanco Vista Boulevard and Royal Oak Boulevard.

Meeting date: October 28, 2014

Department: Development Services

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

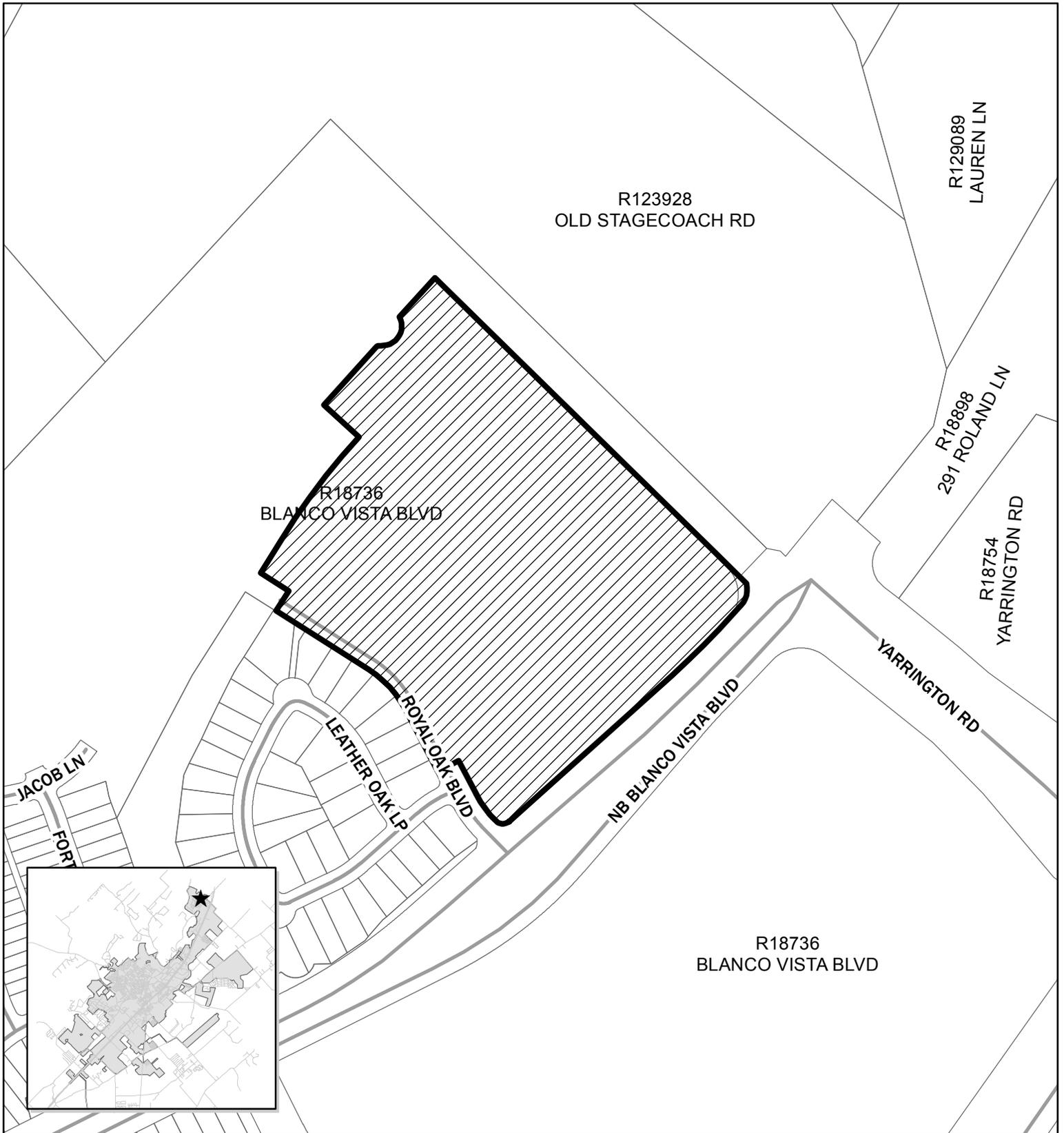
Account Name: N/A

CITY COUNCIL GOAL:

Big Picture Infrastructure

BACKGROUND:

The property, approximately 20.089 acres, more or less, is part of the Blanco Vista Planned Development District, has a base zoning of Mixed Use, and will provide for 53 residential lots, 3 small park lots and one drainage lot. The park lots will be maintained by the Blanco Vista H.O.A. and were designed as a way to reserve the heritage trees that exist on site. Sand Post Place and Ancient Oak Way are two new streets that are proposed to be constructed in these tracts. 110 feet of Right-of-Way will be dedicated with this plat for the future extension of Yarrington Road. The proposed plat is consistent with developments in the area and the PDD. It is not located in floodplain or floodway. The plat meets the criteria set forth in the Land Development Code and staff recommends **approval**.



PC-14-28_03

Blanco Vista Tracts G & H

Map Date: 10/14/2014



Site Location



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-14-28_03 Final Plat, Blanco Vista, Tract G-H



Applicant Information:

Agent: CSF Civil Group
3636 Executive Center Drive
Suite 209
Austin, Texas 78731

Property Owner: Brookfield Residential
9737 Great Hills Trail
Suite 260
Austin, Texas 78759

Notification: Notification not required

Type & Name of Subdivision: Final Plat, Blanco Vista Tract G-H

Subject Property:

Summary: The subject property is approximately 20.089 acres, more or less, and is located at the intersection of Blanco Vista Boulevard and Royal Oak Boulevard.

Zoning: Mixed Use/PDD/Single-Family

Traffic/ Transportation: The property is at the intersection of Blanco Vista Boulevard and Royal Oak Boulevard. Sidewalks will be installed as part of the development of this plat. The plat proposes two new streets: Sand Post Place and Ancient Oak Way. 110 feet of Right-of-Way will be dedicated with this plat for the future extension of Yarrington Road.

Utility Capacity: All utilities are provided for on-site.

Planning Department Analysis:

The subject property is part of the Blanco Vista Planned Development District, and has a base zoning of Mixed Use. The Concept Plan shows Tract G in the Mixed Use Commercial/Residential portion of the development and Tract H in the single-family portion. Single-family residential is allowed in Tract G per the PDD (Ordinance 2011-37). These tracts provide for the development of 53 residential lots, three small park lots, and one drainage lot. The applicant designed the three park lots as a way to preserve the heritage trees that exist on site. Two streets, Sand Post Place and Ancient Oak Way, are proposed to be constructed. The park lots will be maintained by the Blanco Vista H.O.A. The proposed plat is consistent with developments in the area and the PDD. The site is part of the continued build-out of the Blanco Vista subdivision and is not located in floodplain or floodway. Parkland dedication was completed with the initial phase of this project, and is not required for this individual plat.

The plat does meet the criteria set forth in the Land Development Code and staff recommends **approval** of the plat as submitted.

Planning Department Recommendation	
X	Approve as submitted
	Approve with conditions or revisions as noted
	Alternative N/A
	Statutory Denial

The Commission's Responsibility:

The Commission is charged with making the final decision regarding this proposed Final Subdivision 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:

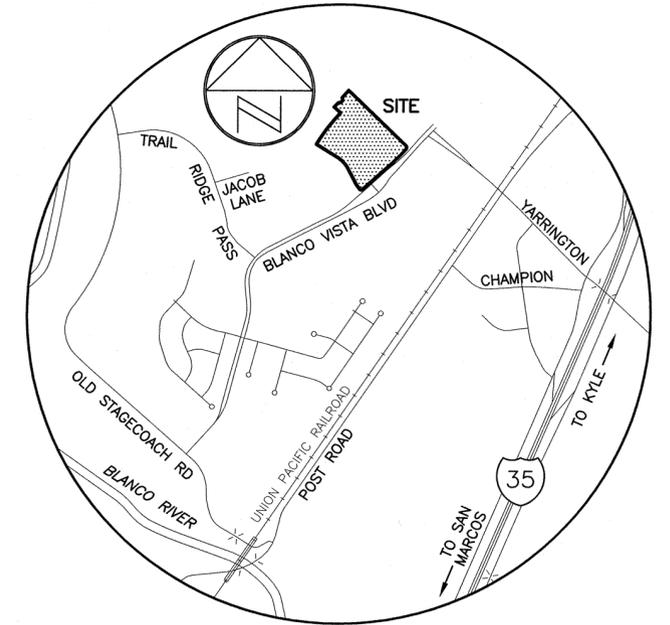
Alison E. Brake, CNU-A	Planner	October 9, 2014
Name	Title	Date

FINAL SUBDIVISION PLAT: BLANCO VISTA TRACT G-H CITY OF SAN MARCOS, TEXAS

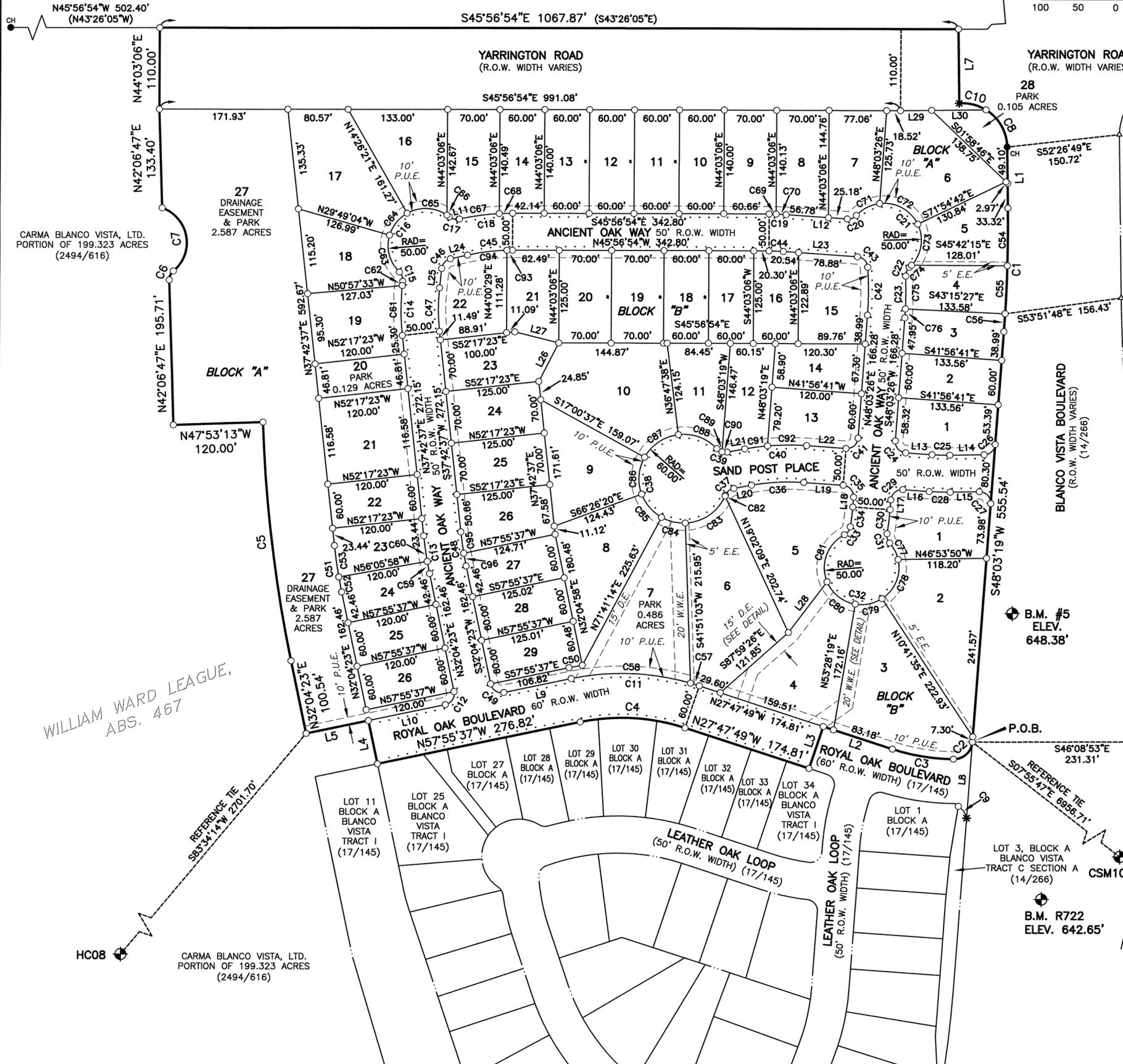
FC2, LLC
92.90 ACRES
(4579/410)

WILLIAM WARD LEAGUE,
ABS. 467

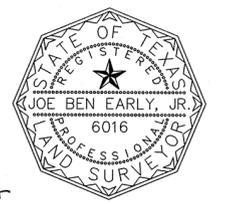
SCALE: 1" = 100'
GRAPHIC SCALE



LOCATION MAP
NOT TO SCALE



- LEGEND
- CH 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - * COTTON SPINDLE FOUND
 - ▲ CALCULATED POINT
 - ⊕ CONTROL POINT/BENCHMARK LOCATION
 - D.E. DRAINAGE EASEMENT
 - W.W.E. WASTEWATER EASEMENT
 - E.E. ELECTRIC EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - () RECORD INFORMATION
 - ... SIDEWALK LOCATION



JBE
10/8/14

CONTROL POINT "HC08"
4" ALUMINUM DISC IN CONC. STAMPED "HC08";
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.
TEXAS CENTRAL ZONE COORDINATES:
N 9954796.42
E 3067134.53
SURFACE TO GRID
1.000017434
GRID TO SURFACE
0.999982566
BENCHMARK ELEV. = 637.78 (NGVD 29 DATUM). SOURCE BENCHMARK IS RM88, F.E.M.A. MAP 48209C0185E DATED FEBRUARY 18, 1998.
FROM G.P.S. OBSERVATIONS USING L.C.R.A. H.A.R.N. NETWORK.

BENCHMARK INFORMATION
BM #5: SQUARE CUT ON THE NORTHERNMOST CORNER OF A CURB INLET APPROXIMATELY 800 FEET SOUTHWEST OF THE INTERSECTION OF BLANCO VISTA BOULEVARD AND YARRINGTON ROAD.
ELEVATION = 648.38'
BM R722: 4" ALUMINUM DISK SET IN CONCRETE IN THE MEDIAN OF BLANCO VISTA BOULEVARD APPROXIMATELY 1200 FEET SOUTHWEST OF THE INTERSECTION OF BLANCO VISTA BOULEVARD AND YARRINGTON ROAD.
ELEVATION = 642.65'
NGVD 29 DATUM (SOURCE BENCHMARK IS RM88, F.E.M.A. MAP 48209C0185E DATED FEBRUARY 18, 1998.)

CSM10
(CITY OF SAN MARCOS GPS #10)
4" ALUMINUM DISK IN CONCRETE
TEXAS CENTRAL ZONE COORDINATES:
N 9947582.78
E 3071412.89
ELEVATION = 629.35'
INFORMATION PROVIDED BY THE CITY OF SAN MARCOS, TEXAS.

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
500-008
DRAWING NO.:
500-008-PL1
PLOT DATE:
10/8/14
PLOT SCALE:
1" = 100'
DRAWN BY:
JBE & BBP
SHEET
01 OF 03

WILLIAM WARD LEAGUE,
ABS. 467

CARMA BLANCO VISTA, LTD.
PORTION OF 199.323 ACRES
(2494/616)

B.M. #5
ELEV. 648.38'

B.M. R722
ELEV. 642.65'

TRACT G-H

WHEREAS, CARMA BLANCO VISTA, LLC (FORMERLY KNOWN AS CARMA BLANCO VISTA, LTD. AND CARPER-CARMA PROPERTIES NO. 1, LTD.) IS THE OWNER OF 22.793 ACRES IN THE WILLIAM WARD LEAGUE, ABS. 467, HAYS COUNTY, TEXAS, BEING A PORTION OF A 199.323 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA BLANCO VISTA, LTD. DATED JUNE 25, 2004 AND RECORDED IN VOLUME 2494, PAGE 616 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 22.793 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set at the intersection of the northwest right-of-way line of Blanco Vista Boulevard (right-of-way width varies) as shown on Blanco Vista Tract C Section A, a subdivision of record in Volume 14, Page 266 of the Plat Records of Hays County, Texas and the northeast right-of-way line of Royal Oak Boulevard (60' right-of-way width) as shown on Blanco Vista Tract I, a subdivision of record in Volume 17, Page 145 of the Plat Records of Hays County, Texas;

THENCE with the northeast right-of-way line of Royal Oak Boulevard and crossing the said 199.323 acre tract, the following three (3) courses and distances:

1. With a curve to the right, having a radius of 25.00 feet, a delta angle of 86°30'11", an arc length of 37.74 feet, and a chord which bears North 88°41'36" West, a distance of 34.26 feet to a 1/2" rebar with "Chaparral" cap set;
2. With a curve to the right, having a radius of 270.00 feet, a delta angle of 17°38'42", an arc length of 83.15 feet, and a chord which bears North 36°37'09" West, a distance of 82.82 feet to a 1/2" rebar with "Chaparral" cap set;
3. North 27°47'49" West, a distance of 97.49 feet to a 1/2" rebar with "Chaparral" cap set for the northeast termination of Royal Oak Boulevard;

THENCE South 62°12'11" West with the northern termination of Royal Oak Boulevard and crossing the said 199.323 acre tract, a distance of 60.00 feet to a 1/2" rebar with "Chaparral" cap set for the northwest termination of Royal Oak Boulevard, being in the northeast line of Lot 34, Block A, of said Blanco Vista Tract I;

THENCE crossing the said 199.323 acre tract and with the northeast line of Lots 25-34, Block A, of said Blanco Vista Tract I, the following three (3) courses and distances:

1. North 27°47'49" West, a distance of 174.81 feet to a 1/2" rebar with "Chaparral" cap set;
2. With a curve to the left, having a radius of 270.00 feet, a delta angle of 30°07'48", an arc length of 141.98 feet, and a chord which bears North 42°51'43" West, a distance of 140.35 feet to a 1/2" rebar with "Chaparral" cap set;
3. North 57°55'37" West, a distance of 276.82 feet to a 1/2" rebar with "Chaparral" cap set for the northernmost corner of said Lot 25, being the easternmost corner of Lot 11, Block A, of said Blanco Vista Tract I;

THENCE crossing the said 199.323 acre tract, the following ten (10) courses and distances:

1. North 32°04'23" East, a distance of 60.00 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 57°55'37" West, a distance of 85.00 feet to a 1/2" rebar with "Chaparral" cap set;
3. North 32°04'23" East, a distance of 100.54 feet to a 1/2" rebar with "Chaparral" cap set;
4. With a curve to the right, having a radius of 1855.00 feet, a delta angle of 10°02'24", an arc length of 325.05 feet, and a chord which bears North 37°05'35" East, a distance of 324.64 feet to a 1/2" rebar with "Chaparral" cap set;
5. North 47°53'13" West, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 42°06'47" East, a distance of 195.71 feet to a 1/2" rebar with "Chaparral" cap set;
7. With a curve to the right, having a radius of 15.00 feet, a delta angle of 52°01'12", an arc length of 13.62 feet, and a chord which bears North 68°07'24" East, a distance of 13.16 feet to a 1/2" rebar with "Chaparral" cap set;
8. With a curve to the left, having a radius of 50.00 feet, a delta angle of 120°26'18", an arc length of 105.10 feet, and a chord which bears North 33°54'51" East, a distance of 86.79 feet to a 1/2" rebar with "Chaparral" cap set;
9. North 42°06'47" East, a distance of 133.40 feet to a 1/2" rebar with "Chaparral" cap set;
10. North 44°03'06" East, a distance of 110.00 feet to a 1/2" rebar with "Chaparral" cap set in the northeast line of the said 199.323 acre tract, being in the southwest line of a 92.90 acre tract described in Volume 4579, Page 410 of the Official Public Records of Hays County, Texas, from which the northernmost corner of the said 199.323 acre tract, being an angle point in the southwest line of the said 92.90 acre tract, bears North 45°56'54" West, a distance of 502.40 feet;

THENCE South 45°56'54" East with the northeast line of the said 199.323 acre tract and the southwest line of the said 92.90 acre tract, a distance of 1067.87 feet to a 1/2" rebar with "Chaparral" cap set for an angle point in the northwest right-of-way line of Blanco Vista Boulevard;

THENCE with northwest right-of-way line of Blanco Vista Boulevard and crossing the said 199.323 acre tract, the following six (6) courses and distances:

1. South 43°06'10" West, a distance of 100.00 feet to a cotton spindle found;
2. With a curve to the right, having a radius of 60.00 feet, a delta angle of 35°48'02", an arc length of 37.49 feet, and a chord which bears South 32°14'34" East, a distance of 36.88 feet to a 1/2" rebar with "Chaparral" cap set;
3. With a curve to the right, having a radius of 60.00 feet, a delta angle of 57°26'43", an arc length of 60.16 feet, and a chord which bears South 14°22'48" West, a distance of 57.67 feet to a 1/2" rebar with "Chaparral" cap found;
4. South 43°06'10" West, a distance of 82.43 feet to a 1/2" rebar with "Chaparral" cap set;
5. With a curve to the right, having a radius of 1929.00 feet, a delta angle of 04°57'09", an arc length of 166.74 feet, and a chord which bears South 45°34'44" West, a distance of 166.69 feet to a 1/2" rebar with "Chaparral" cap set;
6. South 48°03'19" West, a distance of 555.54 feet to the POINT OF BEGINNING, containing 22.793 acres of land, more or less.

STREET SUMMARY	
ANCIENT OAK WAY	1676 L.F.
SAND POST PLACE	415 L.F.
ROYAL OAK BOULEVARD	580 L.F.
YARRINGTON ROAD	1069 L.F.

TABLE OF LAND USES	
LOT 27, BLOCK A	DRAINAGE & PARK
LOT 20, BLOCK A	PARK
LOT 28, BLOCK B	PARK
LOT 7, BLOCK B	PARK
ALL OTHER LOTS	SINGLE FAMILY

LOT SUMMARY	
RIGHT-OF-WAY	6.342 ACRES
S.F. LOTS (53)	13.144 ACRES
PARK LOTS (3)	0.720 ACRES
DRAINAGE AND PARK LOT (1)	2.587 ACRES
TOTAL	22.793 ACRES

FINAL SUBDIVISION PLAT: BLANCO VISTA TRACT G-H CITY OF SAN MARCOS, TEXAS

NOW, THEREFORE, KNOW ALL BY THE PRESENTS:

THAT I, SHAUN E. CRANSTON, ACTING AS VICE PRESIDENT OF CARMA BLANCO VISTA, LLC AS OWNER OF THE 22.793 ACRES AS MORE PARTICULARLY DESCRIBED IN THE PRECEDING METES AND BOUNDS DESCRIPTION, DO HEREBY ADOPT THIS PLAT DESIGNATING THE TRACT AS FINAL PLAT: BLANCO VISTA TRACT G-H, AN ADDITION TO THE CITY OF SAN MARCOS, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THE RIGHTS OF WAY, PUBLIC USE AREAS AND OTHER EASEMENTS SHOWN THEREON FOR THE PURPOSES INDICATED; THAT NO BUILDINGS, FENCES OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE SAID EASEMENTS, EXCEPT AS MAY BE PERMITTED BY THE SAID CITY; THAT SAID EASEMENTS MAY BE FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES SERVING THE PROPERTY, UNLESS AN EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, WITH ALL USES BEING SUBORDINATE TO THAT OF THE CITY OF SAN MARCOS'S; THAT THE SAID CITY AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS, WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS LOCATED WITHIN SAID EASEMENTS; AND THAT THE SAID CITY AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS TO AND EGRESS FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE; AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS ____ DAY OF _____, 20__.

SHAUN E. CRANSTON, VICE PRESIDENT

CARMA BLANCO VISTA, LLC
9737 GREAT HILLS TRAIL, SUITE #260
AUSTIN, TX 78759
(512) 391-1331

STATE OF TEXAS:
COUNTY OF HAYS:

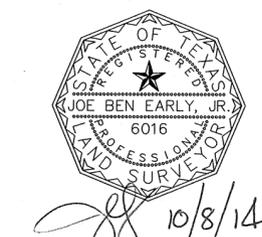
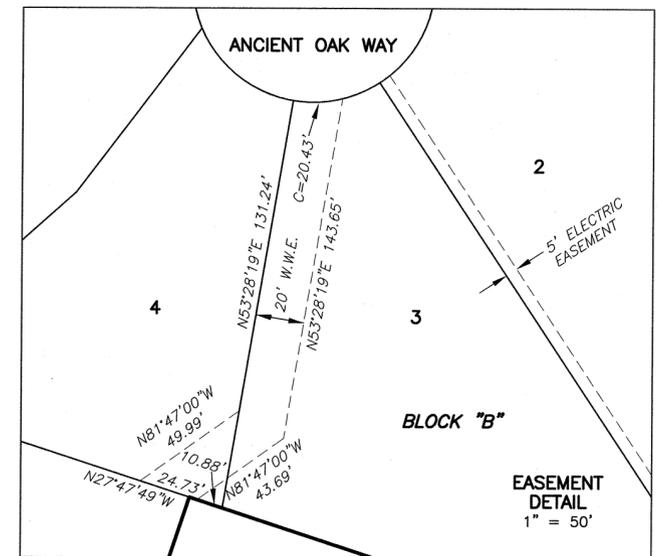
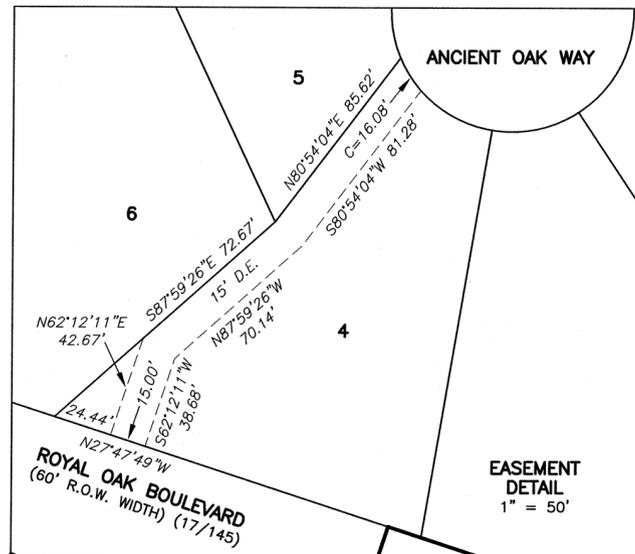
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY

PERSONALLY APPEARED SHAUN E. CRANSTON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:



Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.: 500-008
DRAWING NO.: 500-008-PL1
PLOT DATE: 10/8/14
PLOT SCALE: 1" = 100'
DRAWN BY: JBE & BBP
SHEET 02 OF 03

TOTAL NO. OF LOTS = 57
TOTAL NO. OF S.F. LOTS = 53
CURRENT ZONING: P.D.D.
CURRENT TRACT: "TRACT G-H"

FINAL SUBDIVISION PLAT: BLANCO VISTA TRACT G-H CITY OF SAN MARCOS, TEXAS

LINE	BEARING	DISTANCE
L1	S43°06'10"W	82.43'
L2	N27°47'49"W	97.49'
L3	S62°12'11"W	60.00'
L4	N32°04'23"E	60.00'
L5	N57°55'37"W	85.00'
L7	S43°06'10"W	100.00'
L8	N48°03'19"E	103.10'
L9	N57°55'37"W	91.82'
L10	N57°55'37"W	105.00'
L11	S58°35'46"E	0.81'
L12	S41°56'34"E	81.96'
L13	S41°56'41"E	35.38'
L14	S46°53'50"E	45.91'
L15	N46°53'50"W	38.98'
L16	N41°56'41"W	35.38'
L17	S48°03'26"W	13.36'
L18	N48°03'26"E	13.35'
L19	N41°56'41"W	52.93'
L20	N56°34'19"W	23.98'
L21	S56°34'19"E	23.98'
L22	S41°56'41"E	52.93'
L23	N41°56'34"W	99.42'
L24	N58°35'46"W	23.29'
L25	S49°58'40"W	26.30'
L26	N70°55'16"E	58.26'
L27	S31°48'34"E	60.75'
L28	N80°54'04"E	85.62'
L29	S46°35'20"E	41.64'
L30	S46°35'20"E	72.64'

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	1929.00'	4°57'09"	166.74'	S45°34'44"W	166.69'
C2	25.00'	86°30'11"	37.74'	N88°41'36"W	34.26'
C3	270.00'	17°38'42"	83.15'	N36°37'09"W	82.82'
C4	270.00'	30°07'48"	141.98'	N42°51'43"W	140.35'
C5	1855.00'	10°02'24"	325.05'	N37°05'35"E	324.64'
C6	15.00'	52°01'12"	13.62'	N68°07'24"E	13.16'
C7	50.00'	120°26'18"	105.10'	N33°54'51"E	86.79'
C8	60.00'	57°26'43"	60.16'	S14°22'48"W	57.67'
C9	25.00'	45°34'37"	19.89'	N09°00'24"E	19.37'
C10	60.00'	35°48'02"	37.49'	S32°14'34"E	36.88'
C11	330.00'	30°07'48"	173.54'	N42°51'43"W	171.54'
C12	15.00'	90°00'00"	23.56'	N77°04'23"E	21.21'
C13	525.00'	5°38'14"	51.65'	N34°53'30"E	51.63'
C14	325.00'	12°54'32"	73.22'	N44°09'53"E	73.07'
C15	15.00'	52°41'07"	13.79'	N24°16'36"E	13.31'
C16	50.00'	175°29'25"	153.14'	N85°40'44"E	99.92'
C17	15.00'	52°01'12"	13.62'	S32°35'10"E	13.16'
C18	325.00'	12°38'52"	71.74'	S52°16'20"E	71.60'
C19	325.00'	4°00'20"	22.72'	S43°56'44"E	22.72'
C20	15.00'	52°01'12"	13.62'	S67°57'10"E	13.16'
C21	50.00'	185°14'36"	161.66'	S01°20'28"E	99.90'
C22	15.00'	49°22'13"	12.93'	S66°35'43"W	12.53'
C23	525.00'	6°08'49"	56.32'	S44°59'01"W	56.30'
C24	15.00'	90°00'07"	23.56'	S03°03'22"W	21.21'
C25	275.00'	4°57'09"	23.77'	S44°25'16"E	23.76'
C26	15.00'	85°02'51"	22.27'	S89°25'16"E	20.28'
C27	15.00'	94°57'09"	24.86'	N00°34'44"E	22.11'
C28	325.00'	4°57'09"	28.09'	N44°25'16"W	28.08'
C29	15.00'	89°59'53"	23.56'	N86°56'38"W	21.21'
C30	325.00'	5°45'02"	32.62'	S50°55'57"W	32.61'
C31	15.00'	51°30'39"	13.49'	S28°03'09"W	13.04'
C32	50.00'	284°02'08"	247.87'	N35°41'07"W	61.54'
C33	15.00'	52°40'52"	13.79'	N79°59'32"E	13.31'
C34	275.00'	5°35'40"	26.85'	N50°51'16"E	26.84'
C35	15.00'	90°00'07"	23.56'	N03°03'22"E	21.21'
C36	275.00'	14°37'37"	70.20'	N49°15'30"W	70.01'
C37	15.00'	57°46'09"	15.12'	N85°27'23"W	14.49'
C38	60.00'	295°32'17"	309.49'	N33°25'41"E	64.00'
C39	15.00'	57°46'09"	15.12'	S27°41'14"E	14.49'
C40	325.00'	14°37'37"	82.97'	S49°15'30"E	82.74'
C41	15.00'	89°59'53"	23.56'	S86°56'38"E	21.21'
C42	475.00'	7°47'19"	64.57'	N44°09'47"E	64.52'
C43	15.00'	82°12'41"	21.52'	N00°50'13"W	19.72'
C44	275.00'	4°00'20"	19.22'	N43°56'44"W	19.22'
C45	275.00'	12°38'52"	60.70'	N52°16'20"W	60.58'
C46	15.00'	71°25'34"	18.70'	S85°41'27"W	17.51'
C47	275.00'	12°16'03"	58.88'	S43°50'39"W	58.77'
C48	475.00'	5°38'14"	46.73'	S34°53'30"W	46.72'
C49	15.00'	90°00'00"	23.56'	S12°55'37"E	21.21'

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C50	345.00'	3°01'13"	18.19'	S56°25'00"E	18.18'
C51	645.00'	5°38'14"	63.46'	N34°53'30"E	63.43'
C52	645.00'	1°49'38"	20.57'	S32°59'13"W	20.57'
C53	645.00'	3°48'36"	42.89'	S35°48'20"W	42.88'
C54	1929.00'	2°18'59"	77.99'	N44°15'39"E	77.98'
C55	1929.00'	1°55'16"	64.68'	S46°22'47"W	64.67'
C56	1929.00'	0°42'54"	24.07'	N47°41'52"E	24.07'
C57	330.00'	2°08'50"	12.37'	S28°52'13"E	12.37'
C58	330.00'	2°58'58"	161.17'	N43°56'08"W	159.57'
C59	525.00'	1°49'38"	16.74'	S32°59'13"W	16.74'
C60	525.00'	3°48'36"	34.91'	S35°48'20"W	34.90'
C61	325.00'	11°54'19"	67.53'	S43°39'47"W	67.41'
C62	325.00'	1°00'13"	5.69'	N50°07'03"E	5.69'
C63	50.00'	62°14'54"	54.32'	N29°03'29"E	51.69'
C64	50.00'	44°15'25"	38.62'	S82°18'38"W	37.67'
C65	50.00'	64°30'56"	56.30'	N43°18'11"W	53.37'
C66	50.00'	4°28'10"	3.90'	N08°48'38"W	3.90'
C67	325.00'	9°29'52"	53.87'	N53°50'50"W	53.81'
C68	325.00'	3°09'00"	17.87'	N47°31'24"W	17.87'
C69	325.00'	1°38'50"	9.34'	S45°07'29"E	9.34'
C70	325.00'	2°21'29"	13.38'	S43°07'19"E	13.38'
C71	50.00'	40°53'17"	35.68'	N73°31'08"W	34.93'
C72	50.00'	71°09'47"	62.10'	S17°29'36"E	58.19'
C73	50.00'	68°15'09"	59.56'	N52°12'52"E	56.10'
C74	50.00'	4°56'23"	4.31'	N88°48'38"E	4.31'
C75	525.00'	4°49'56"	44.28'	S44°19'35"W	44.26'
C76	525.00'	1°18'53"	12.05'	N47°23'59"E	12.05'
C77	50.00'	28°58'21"	25.28'	N16°47'00"E	25.01'
C78	50.00'	69°25'24"	60.58'	S65°58'53"W	56.94'
C79	50.00'	42°46'44"	37.33'	N57°55'03"W	36.47'
C80	50.00'	57°48'04"	50.44'	S07°37'39"E	48.33'
C81	50.00'	85°03'34"	74.23'	N63°48'10"E	67.60'
C82	60.00'	1°13'17"	1.28'	S66°16'11"W	1.28'
C83	60.00'	64°58'13"	68.04'	N80°38'04"W	64.45'
C84	60.00'	31°35'45"	33.09'	N32°21'05"W	32.67'
C85	60.00'	40°06'53"	42.01'	S03°30'14"W	41.16'
C86	60.00'	49°25'42"	51.76'	S48°16'31"W	50.17'
C87	60.00'	53°48'16"	56.34'	N80°06'30"W	54.30'
C88	60.00'	54°24'12"	56.97'	N26°00'16"W	54.85'
C89	15.00'	31°35'41"	8.27'	S14°36'00"E	8.17'
C90	15.00'	26°10'28"	6.85'	N43°29'05"W	6.79'
C91	325.00'	5°24'31"	30.68'	N53°52'03"W	30.67'
C92	325.00'	9°13'07"	52.29'	N46°33'15"W	52.23'
C93	275.00'	1°34'05"	7.53'	N46°43'56"W	7.53'
C94	275.00'	11°04'47"	53.18'	N53°03'22"W	53.10'
C95	475.00'	3°31'16"	29.19'	S35°56'59"W	29.19'
C96	475.00'	2°06'58"	17.54'	N33°07'52"E	17.54'

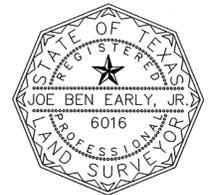
SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOE BEN EARLY, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO THE BEST OF MY SKILL AND KNOWLEDGE 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 ON JULY 29, 2013 AND THE CORNER MONUMENTS SHOWN THEREON AS "SET" WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

[Signature] 10/8/14

JOE BEN EARLY, JR., R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS NO. 6016
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 McCALL LANE
AUSTIN, TX 78744
512-443-1724
FIRM NO. 10124500



ENGINEER'S CERTIFICATION:

I, CHARLES STEINMAN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO LOT IN THIS SUBDIVISION FALLS WITHIN THE 100 YEAR FLOOD PLAIN OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48209C0385F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.

CHARLES STEINMAN, P.E. #64410,
REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS
CSF CIVIL GROUP, LLC
3636 EXECUTIVE CENTER DRIVE, SUITE 209
AUSTIN, TEXAS 78731
(512) 614-4466
TBPE FIRM REGISTRATION NO. 12377

CITY OF SAN MARCOS:
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE _____ DAY OF _____, 20____
BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

DIRECTOR OF ENGINEERING

DATE

MATTHEW LEWIS
DIRECTOR DEVELOPMENT SERVICES

DATE

FRANCIS SERNA, RECORDING SECRETARY

DATE

CHAIRMAN
PLANNING AND ZONING COMMISSION

DATE

STATE OF TEXAS:
COUNTY OF HAYS:

I, _____, 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 _____ A.D. 20____ AT _____ O'CLOCK _____ M., AND DULY

RECORDED ON THE _____ DAY OF _____, A.D. 20____ AT _____ O'CLOCK _____ M., IN THE

OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE, IN DOCUMENT NUMBER _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY OF _____,

20____ A.D.

_____, COUNTY CLERK, HAYS COUNTY, TEXAS

BY _____
DEPUTY

<p>Chaparral Professional Land Surveying, Inc. Surveying and Mapping</p> <p>3500 McCall Lane Austin, Texas 78744 512-443-1724 Firm No. 10124500</p>	PROJECT NO.: 500-008
	DRAWING NO.: 500-008-PL1
	PLOT DATE: 10/8/14
	PLOT SCALE: 1" = 100'
DRAWN BY: JBE & BBP	SHEET 03 OF 03



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: PC-14-27_05, **Version:** 1

AGENDA CAPTION:

PC-14-27_05 (Ace Relocation Replat) Hold a public hearing and consider a request by Kurt Prossner on behalf of OBTX LLC, for the resubdivision of approximately 14.72 acres, known as Lot 1 Block A, Ace Relocation Subdivision, Lot 1A, and Lot 2A, Block A, Ace Relocation Subdivision.

Meeting date: October 28, 2014

Department: Development Services

Funds Required: NA

Account Number: NA

Funds Available: NA

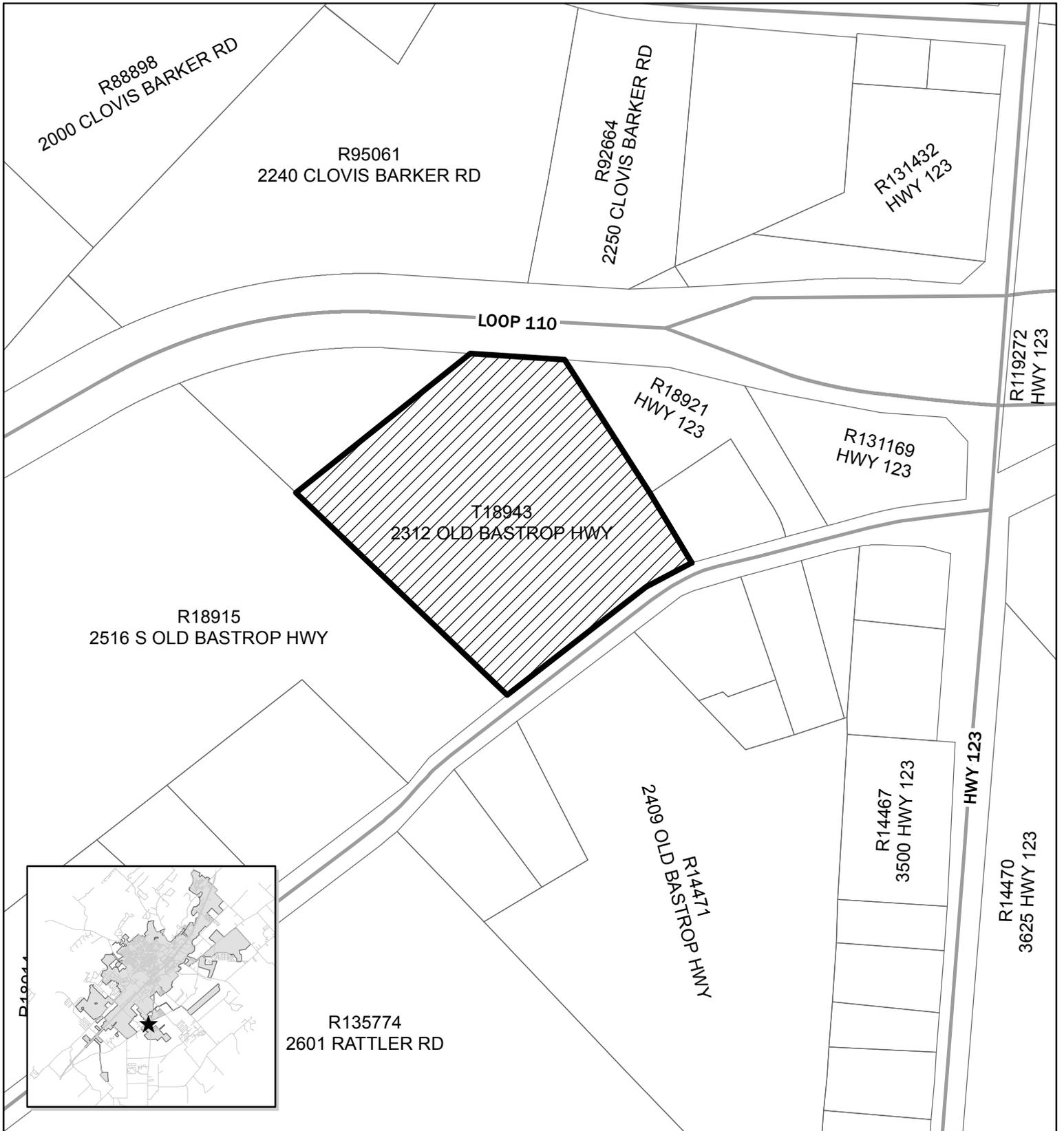
Account Name: NA

CITY COUNCIL GOAL: Community Wellness/Strengthen the Middle Class

BACKGROUND:

The applicant is proposing to replat an existing lot into two lots which will front Old Bastrop Road. There are no public improvements associated with this subdivision. As this subdivision is located outside of City Limits and within Hays County, it has gone through concurrent review with Hays County and met all requirements for approval.

Staff has reviewed the request and recommends approval as submitted.



PC-14-27_05
Ace Relocation
Resubdivision
Map Date: 10/15/2014

●  Site Location ●



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-14-27_05, Replat Lot 1, Block A, Ace Relocation Subdivision

Applicant Information:

Applicant: Kurt Prossner PE
13377 Pond Springs Ste 104
Austin TX 78729

Property Owner: OBTX LLC
5608 Eastgate Drive
San Diego California 92121

Notification: Notice published in the October 12, 2014 San Marcos Daily Record

Type & Name of Subdivision: Replat of Lot 1, Block A, Ace Relocation Subdivision

Subject Property:

Summary: This is a replat of Lot 1, Block A of the Ace Relocation Subdivision. The proposed subdivision will create two lots with frontage on Old Bastrop Road. This property is located outside of City Limits. The original Ace Relocation Subdivision was recorded in 2014.

Traffic / Transportation: The property reflected within this replat fronts Old Bastrop. No road infrastructure is required through this subdivision.

Utility Capacity: Electric service will be provided by Bluebonnet Electric and the water service will be provided by Crystal Clear Water Supply Corporation. The property is on a septic system.

Parks proposal: Not required

Zoning: NA

Surrounding Zoning and Land use:

	Current Zoning	Existing Land Use
N of Property	LI	Industrial
W of Property	NA	Outside of City Limits
S of Property	NA	Outside of City Limits
E of Property	GC	Vacant

Planning Department Analysis:

The applicant is proposing to replat an existing lot into two lots which will front Old Bastrop Road. There are no public improvements associated with this subdivision. As this subdivision is located outside of City Limits and within Hays County, it has gone through concurrent review with Hays County officials, who have cleared all comments, and determined that the plat meets all requirements for approval.

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 N/A
	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:

Will Parrish

Planning Tech

October 15, 2014

Name

Title

Date

RESUBDIVISION OF LOT 1 BLOCK A ACE RELOCATION SUBDIVISION

PLAT PREPARED: August 4, 2014

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN TABLE 721.02 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS OF HAYS COUNTY, TEXAS, ASSUME NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

NOTES:

- 1.) THIS PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE OF THE 100-YEAR FLOODPLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 48209C0479F, DATED SEPTEMBER 2, 2005.
- 2.) THIS PLAT IS LOCATED WITHIN THE CITY OF SAN MARCOS EXTRA-TERRITORIAL JURISDICTION. BOUNDARIES.
- 3.) THIS SUBDIVISION IS WITHIN THE SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- 4.) THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- 5.) WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY INDIVIDUAL ON-SITE WASTEWATER SYSTEMS.
- 6.) WATER SERVICE FOR THIS SUBDIVISION WILL BE SUPPLIED BY CRYSTAL CLEAR WATER SUPPLY CORP.
- 7.) ELECTRIC UTILITY SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY BLUEBONNET ELECTRIC.
- 8.) SIDEWALKS ARE REQUIRED AT THE TIME OF SITE DEVELOPMENT ALONG HAYS COUNTY ROAD No. 266.
- 9.) MAINTENANCE OF THE DETENTION POND FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENT LOCATED ON LOT 1A, SHOWN HEREON, WILL BE THE RESPONSIBILITY OF THE OWNER OF LOT 1A.

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS

THAT I, KURT M. PROSSNER, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KURT M. PROSSNER _____ DATE _____
LICENSED PROFESSIONAL ENGINEER NO. 58191
PROSSNER AND ASSOCIATES
13377 POND SPRINGS ROAD SUITE 104
AUSTIN, TEXAS 78729
PHONE: (512) 918-3343

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:

THAT I, HOLT CARSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF SAN MARCOS AND FURTHER 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 THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOLT CARSON _____ DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5666
HOLT CARSON, INC.
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704

OWNER/DEVELOPER: ENGINEER: SURVEYOR:
OBTX, LLC, PROSSNER AND ASSOCIATES HOLT CARSON, INC.
5608 EASTGATE DRIVE 13377 POND SPRINGS ROAD 1904 FORTVIEW ROAD
SAN DIEGO, CALIFORNIA 92121 AUSTIN, TEXAS 78704 AUSTIN, TEXAS 78704
(512) 918-3343 (512) 442-0990 (512) 442-0990

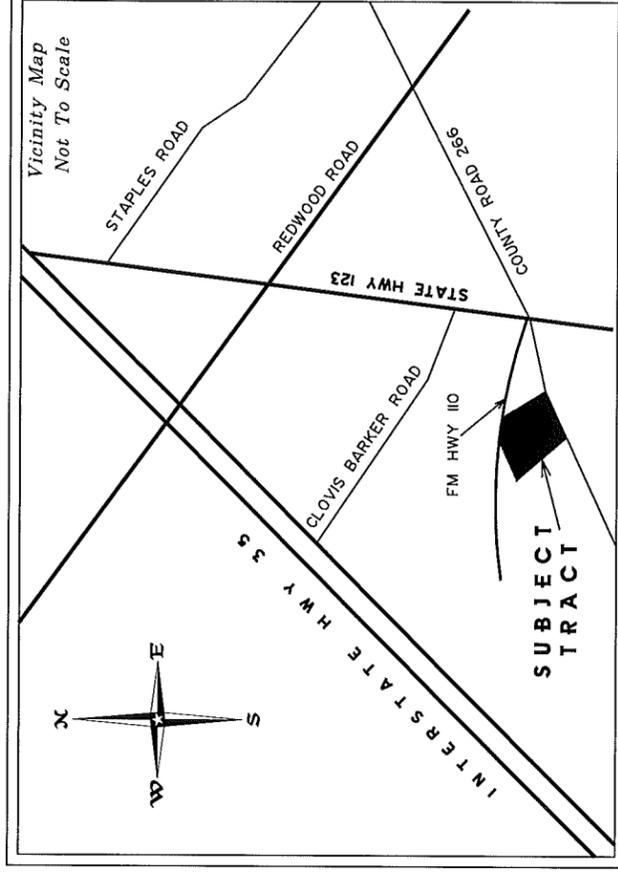
SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN WATER 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 DEPARTMENT.
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

JAMES C. GARZA DIRECTOR
HAYS COUNTY DEVELOPMENT AND
COMMUNITY SERVICES

TOM POPE R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR

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 COOPERATION 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 AND
COMMUNITY SERVICES



CITY OF SAN MARCOS
CERTIFICATE OF APPROVAL

APPROVED AND AUTHORIZED FOR RECORD BY THE DIRECTOR OF THE DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF SAN MARCOS ON _____

APPROVED

MATTHEW LEWIS
DIRECTOR DEVELOPMENT SERVICES

DATE _____

APPROVED

CIP AND ENGINEERING DEPARTMENT

DATE _____

THE STATE OF TEXAS
THE COUNTY OF HAYS

I, LIZ O. 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 _____ A.D. 20____ AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK _____ PAGES _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20____

LIZ O. GONZALEZ COUNTY CLERK
HAYS COUNTY, TEXAS.

Doc-13013289 Bk-OPR VI-4616 Pg-807

**** Electronically Filed Document ****

Hays County Texas
Liz Q. Gonzalez
County Clerk

Document Number: 2013-13013289
Recorded As : ELECTRONIC RECORDING

Recorded On: April 24, 2013.
Recorded At: 08:59:03 am
Number of Pages: 8
Book-VI/Pg: Bk-OPR VI-4616 Pg-807
Recording Fee: \$40.00

Parties:

Direct- HARRIS CYNTHIA ANN
Indirect- OBTX LLC

Receipt Number: 334612
Processed By: Alisha Herzog

***** 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.



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

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk

Doc-13013289 Bk-OPR VI-4616 Pg-808

15/ITC/CLS/1302713-SMA Special Warranty Deed

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.

Date: April 23, 2013

Grantor: CYNTHIA ANN HARRIS, f/k/a CINDY HARRIS SELVERA and CINDY HARRIS LITTLE

Grantor's Mailing Address:

2293 East Common Street #32
New Braunfels, Texas 78130
Comal County

Grantee: OBTX, LLC, a Texas limited liability company

Grantee's Mailing Address:

c/o William McArdle
5608 Eastgate Drive
San Diego, California 92121

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being 14.72 acres of land, more or less, out of the CYRUS WICKSON SURVEY, Abstract No. 474 situated in Hays County, Texas and being a portion of those certain tracts of land conveyed to Cindy Harris Little by Administrator's Deed recorded in Volume 3500, Page 308, Official Public Records, Hays County, Texas and being comprised of a portion of that certain (7.50 acre) tract of land as conveyed to Baldemar Selvera and wife, Norma B. Selvera by Warranty Deed recorded in Volume 760, Page 788, Real Property Records, Hays County, Texas, together with a portion of that certain (8.28 acre) tract of land as conveyed to Baldemar Selvera and wife, Norma Selvera by Deed recorded in Volume 304, page 783, Deed Records, Hays County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance: None.

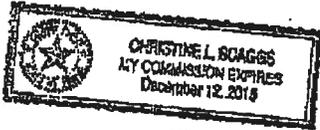
Exceptions to Conveyance and Warranty: As set forth in Exhibit "B" attached.

Doc-13013289 Bk-OPR VI-4616 Pg-810

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 23rd day of April, 2013, by
CYNTHIA ANN HARRIS.


NOTARY PUBLIC, State of Texas



Doc-13013289 Bk-OPR VI-4616 Pg-811

EXHIBIT "A"

HOLT CARSON, INC.**PROFESSIONAL LAND SURVEYORS**

1904 FORTVIEW ROAD
 AUSTIN, TEXAS 78764
 TELEPHONE: (512) 442-0990
 FACSIMILE: (512) 442-1084
 www.hciaustin.com

FIELD NOTE DESCRIPTION OF 14.72 ACRES OF LAND OUT OF THE CYRUS WICKSON SURVEY ABSTRACT No. 474 IN HAYS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND AS CONVEYED TO CINDY HARRIS LITTLE BY ADMINISTRATOR'S DEED RECORDED IN VOLUME 3500 PAGE 308 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING COMPRISED OF A PORTION OF THAT CERTAIN (7.50 ACRE) TRACT OF LAND AS CONVEYED TO BALDEMAR SELVERA AND WIFE, NORMA B. SELVERA BY WARRANTY DEED RECORDED IN VOLUME 760 PAGE 788 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, TOGETHER WITH A PORTION OF THAT CERTAIN (8.28 ACRE) TRACT OF LAND AS CONVEYED TO BALDEMAR SELVERA AND WIFE, NORMA SELVERA BY DEED RECORDED IN VOLUME 304 PAGE 783 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the Northwest right-of-way line of Hays County Road No. 266 and in the Southwest line of that certain (7.50 acre) tract of land as conveyed to Baldemar Selvera and wife, Norma B. Selvera by Warranty Deed recorded in Volume 760 Page 788 of the Real Property Records of Hays County, Texas, and in the Northeast line of that certain (54.360 acre) tract of land as conveyed to Reed Carr and Patricia M. Carr, Trustees by Warranty Deed recorded in Volume 2359 Page 218 of the Official Public Records of Hays County, Texas, for the West corner of that certain (0.2479 acre) tract of land as conveyed to the County of Hays by Deed recorded in Volume 1314 Page 596 of the Official Public Records of Hays County, Texas, and being the South corner and **PLACE OF BEGINNING** of the herein described tract of land;

THENCE leaving the Northwest right-of-way line of Hays County Road No. 266 with the Southwest line of said Selvera (7.50 acre) tract, N 45 deg. 39' 34" W 815.18 ft. to a ½" iron rod found for the West corner of said Selvera (7.50 acre) tract and taken for an angle corner of that certain (73.753 acre) tract of land as conveyed to James K. Wise Real Estate, Inc. by Warranty Deed recorded in Volume 1206 Page 535 of the Official Public Records of Hays County, Texas, and being the West corner of this tract, and from which a ½" iron rod found at an old fence corner post bears N 45 deg. 40' W 38.37 ft.;

THENCE with the Northwest line of said Selvera (7.50 acre) tract along an unfenced line, N 48 deg. 02' 00" E 431.29 ft. to a ½" iron rod found for the North corner of said Selvera (7.50 acre) tract and for the West corner of that certain (8.28 acre) tract of land as conveyed to Baldemar Selvera and wife, Norma Selvera by deed recorded in Volume 304 Page 783 of the Deed Records of Hays County, Texas, and being an angle corner of this tract;

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Exhibit "A" cont.

Page 2 of 3

THENCE with the Northwest line of said Selvera (8.28 acre) tract along an unfenced line, N 47 deg. 53' 53" E 233.11 ft. to a capped iron rod found (marked "LAT") in the South right-of-way line of Farm to Market Highway 110 (currently undeveloped) at 110.00 ft. Right of centerline Highway Station 125+40.53, for the Southwest corner of that certain (0.535 acre) tract of land as conveyed to the County of Hays by Deed recorded in Volume 4207 Page 653 of the Official Public Records of Hays County, Texas, and for the Southeast corner of that certain (3.4417 acre) tract of land as conveyed to the County of Hays by Deed recorded in Volume 4215 Page 334 of the Official Public Records of Hays County, Texas, and being the Northwest corner of this tract, and from which a capped iron rod found (marked "LAT") for a point of curvature in the South right-of-way line of Farm to Market Highway 110, at 110.00 ft. Right of centerline Highway Station 123+48.75, bears N 85 deg. 08' 00" W 191.73 ft.;

THENCE crossing the interior of said Selvera (8.28 acre) with the South right-of-way line of Farm to Market Highway 110 and with the South line of said County of Hays (0.535 acre) tract, S 85 deg. 08' 00" E 281.21 ft. to a capped iron rod found (marked "LAT"), at 110.00 ft. Right of centerline Highway Station 128+21.63, in the Northeast line of said Selvera (8.28 acre) for the Southeast corner of said County of Hays (0.535 acre) tract and for the Southwest corner of that certain (2.2534 acre) tract of land as conveyed to the County of Hays by Deed recorded in Volume 4215 Page 345 of the Official Public Records of Hays County, Texas, and being the Northeast corner of this tract, and from which a capped iron rod found (marked "LAT") for a point of curvature in the South right-of-way line of Farm to Market Highway 110 bears S 85 deg. 08' 00" E 312.95 ft.;

THENCE leaving the South right-of-way line of Farm to Market Highway 110 with the Northeast line of said Selvera (8.28 acre) tract, S 30 deg. 56' 50" E at 452.81 ft. passing a capped iron rod found (marked "Byrn") for the West corner of that certain (2.00 acre) tract of land as conveyed to Crystal Clear Water Supply Corp. by Warranty Deed recorded in Volume 1370 Page 283 of the Official Public Records of Hays County, Texas, and continuing with the same bearing for a total distance of 707.73 ft. to a 1/2" iron rod set with a plastic cap imprinted with "Holt Carson, Inc." in the curving Northwest right-of-way line of Hays County Road No. 266 for the North corner of that certain (0.2541 acre) tract of land as conveyed to the County of Hays by Deed recorded in Volume 1329 Page 29 of the Official Public Records of Hays County, Texas, and being the East corner of this tract;

THENCE crossing the interior of said Selvera (8.28 acre) tract with the Northwest right-of-way line of Hays County Road No. 266 and with the Northwest line of said County of Hays (0.2541 acre) tract, the following two (2) courses;

- 1) along a curve to the left with a radius of 440.00 ft. for an arc length of 154.00 ft. and which chord bears S 63 deg. 05' 45" W 153.21 ft. to a 1/2" iron rod found for a point of tangency;
- 2) S 53 deg. 00' 09" W 190.86 ft. to a 1/4" iron rod found in the common line of said Selvera (8.28 acre) tract and said Selvera (7.50 acre) tract for the West corner of said County of Hays (0.2541 acre) tract and for the North corner of said County of Hays (0.2479 acre) tract and being an angle corner of this tract;

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Exhibit "B"
Exceptions to Conveyance and Warranty

1. Terms and conditions of that certain Easement recorded in Volume 95, Page 86 in the Deed Records of Hays County, Texas.
2. Terms and conditions of that certain Easement recorded at Volume 4476, Page 637 in the Official Public Records of Hays County, Texas.
3. Rights associated with the overhead electric lines traversing the Property as reflected on that certain survey prepared by Holt Carson, RPLS No. 5166, dated February 27, 2013.

116339.1



Legislation Text

File #: ZC-14-03, **Version:** 1

AGENDA CAPTION:

ZC-14-03 (Sac-N-Pac) Hold a public hearing and consider a request by ETR Development Consulting, LLC, on behalf of Sac-N-Pac, Inc., for a Zoning Change from Future Development (FD) to General Commercial (GC) for approximately .545 acres of lot 3 of the Sac-N-Pac Centerpoint Subdivision.

Meeting date: October 28, 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

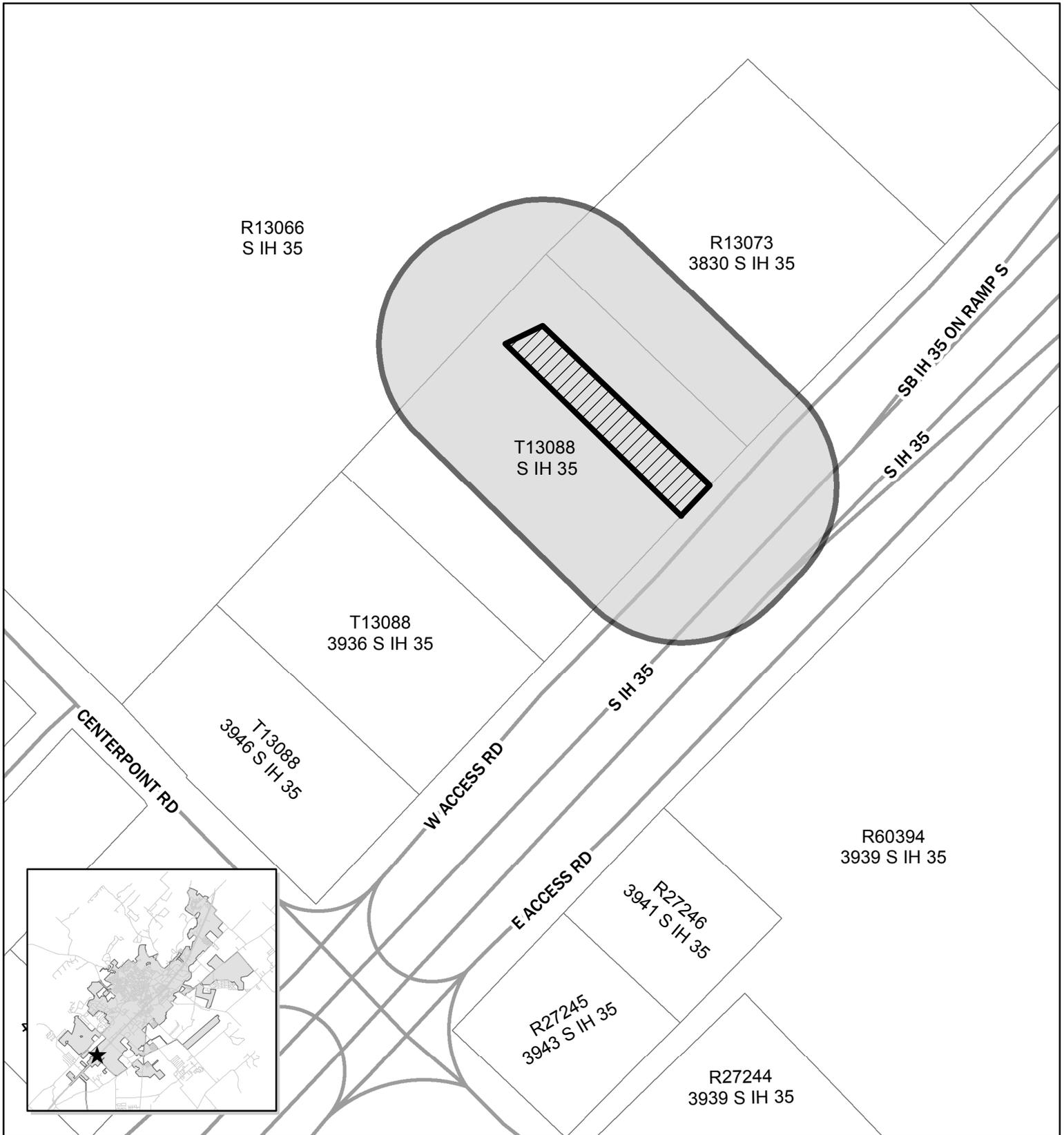
BACKGROUND:

The applicant is requesting a zoning change from Future Development to General Commercial for a 0.545 acre portion of a 4.732 acre platted lot located near the intersection of Centerpoint Rd and IH 35. The property is surrounded by a mix of zoning categories including Light Industrial, General Commercial, and Future Development. The property is within an Employment Center on the Preferred Scenario Map.

The entire 4.732 acre lot was zoned Unzoned, (UZ) prior to 2005, which is the equivalent to the Future Development designation from the previous code. The portion of the property which is not included in this request was zoned General Commercial in a City-Wide rezoning in 2005. At that time, the subject 0.545 acres was zoned Future Development likely because it was shown as being a separate parcel even though it was under the same ownership.

Staff finds this request is consistent with the Comprehensive Plan Elements and the Land Development code.

Staff recommends approval of the request.



ZC-14-03
Sac-N-Pac Subdivision
Map Date: 10/16/2014

-  Site Location
-  Notification Buffer (200 feet)



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



Zoning Change

ZC-14-03

3900 Block of IH 35 South

Summary: The applicant is requesting a zoning change from Future Development (FD) to General Commercial (GC) for 0.545 acres of the Centerpoint Subdivision, located on the 3900 Block of IH 35 South.

Applicant: ETR Development Consulting, LLC
5395 State Highway 183 North
Lockhart, TX 78644

Property Owners: Sac-N-Pac, Inc.
1405 United Drive
San Marcos, TX 78666

Notification: Signs were posted on-site and personal notifications of the public hearing were mailed on Friday, October 17, 2014

Response: None as of report date.

Property/Area Profile:

Legal Description: 0.545 acres of Lot 3 of the Sac-N-Pac Centerpoint Subdivision

Location: Interstate 35 South, north of Centerpoint Rd.

Existing Use of Property: Vacant

Proposed Use of Property: Unknown

Future Land Use Map: Employment Center

Existing Zoning: Future Development (FD)

Proposed Zoning: General Commercial (GC)

Utility Capacity: Adequate

Neighborhood: N/A

Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use	Preferred Scenario
N of property	LI	Industrial / Ingram Readymix	Open Space
S of property	GC	Gas Station / Centerpoint Station	Employment Center
E of property	GC	Outlet Malls	Employment Center
W of property	FD	Agricultural / Vacant	Open Space

Case Summary

The applicant is requesting a zoning change from Future Development to General Commercial for a 0.545 acre portion of a 4.732 acre platted lot located near the intersection of Centerpoint Rd and IH 35. The property is surrounded by a mix of zoning categories including Light Industrial, General Commercial, and Future Development. The adjacent land uses include Ingram Readymix, a gas station, Prime Outlets and vacant agricultural land. The property is within an Employment Center on the Preferred Scenario Map.

The entire 4.732 acre lot was zoned Unzoned, (UZ) prior to 2005, which is the equivalent to the Future Development designation from the previous code. The portion of the property which is not included in this request was zoned General Commercial in a City-Wide rezoning in 2005. At that time, the subject 0.545 acres was zoned Future Development likely because it was shown as being a separate parcel even though it was under the same ownership.

The applicant is requesting this zoning change in order to have a consistent zoning category over the majority of the site.

Planning Department Analysis

The zoning change request has been reviewed using *Vision San Marcos: A River Runs Through Us* as well as the guidance criteria in Section 1.5.1.5 of the Land Development Code.

The subject tract lies within an Employment Center on the Preferred Scenario Map. Employment Centers are areas designated as appropriate for industrial, large office park, and intensive commercial uses. Typically, these uses are located on large sites with excellent road and rail access and access to water and sewer infrastructure.

The area around the subject property is a mixture of commercial and industrial uses, with some vacant property nearby. While there is no proposed use for the property at this time, any commercial or retail use of the property would mainly serve users of IH 35.

A review worksheet is attached to this report which details the analysis of the zoning change using the Comprehensive Plan Elements. Staff finds this request is consistent with the Comprehensive Plan Elements as summarized below:

- The subject tract lies within an Employment Center on the Preferred Scenario Map - General Commercial is an eligible zoning category within this zones; therefore, a Preferred Scenario Amendment is not required.
- It is located in the Cottonwood Creek watershed and as a result of its location within an Employment Center, additional impervious cover for the site is already accounted for within the Plan's Water Quality Model.
- The tract is "moderately" constrained according to the Development Constraints Map - this is due mainly to proximity of Cottonwood Creek contained in a drainage channel that lies along the northern boundary of the tract.
- Parkland is not located within walking distance, but a Greenway is shown on the nearby Preferred Scenario Map.
- While transportation access to the site is adequate, the Travel Demand Model shows the IH 35 access road at capacity during peak traffic hours.

In addition, the request has been reviewed against the criteria for zoning changes in the Land Development Code as detailed below:

Evaluation		Criteria (LDC 1.5.1.5)
------------	--	------------------------

Consistent	Inconsistent	Neutral	
X			<p>Change implements the policies of the adopted Master Plan, including the land use classification on the Future Land Use Map and any incorporated sector plan maps</p> <p><i>The change is consistent with the Preferred Scenario Map and Comprehensive Plan Elements in Vision San Marcos.</i></p>
		X	<p>Consistency with any development agreement in effect</p> <p><i>No development agreements are in effect for this property.</i></p>
X			<p>Whether the uses permitted by the proposed change and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified</p> <p><i>The uses allowed by General Commercial zoning are appropriate for the immediate surrounding area which is a combination of commercial and industrial zoning categories.</i></p>
X			<p>Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area</p> <p><i>The property is currently served with City water and wastewater. There are no Capital Improvement Plan projects anticipated in the immediate area.</i></p>
X			<p>Other factors which substantially affect the public health, safety, morals, or general welfare</p> <p><i>None noted.</i></p>

Additionally, the Commission should consider:

- (1) Is the property suitable for use as presently zoned?
Staff evaluation: The current zoning designation of FD Future Development is a default zoning designation that restricts use of the land to agricultural uses until the land is ready to be developed for a particular non-agricultural use.
- (2) Has there been a substantial change of conditions in the neighborhood surrounding the subject property?
Staff evaluation: There have been no substantial changes in the area.
- (3) Will the proposed rezoning address a substantial unmet public need?
Staff evaluation: This would not address a substantial unmet public need.
- (4) Will the proposed rezoning confer a special benefit on the landowner/developer and cause a substantial detriment to the surrounding lands?
Staff evaluation: No, there is no special benefit to the landowner and no detriment to surrounding lands.
- (5) Will the proposed rezoning serve a substantial public purpose?
Staff evaluation: The rezoning does not serve a substantial public purpose.

Staff presents this request to the Commission and recommends approval as submitted.

Planning Department Recommendation:	
X	Approve as submitted
	Approve with conditions or revisions as noted N/A
	Alternative N/A
	Denial

The Commission's Responsibility:

The Commission is required by law to hold a public hearing and receive public comment regarding the proposed zoning. After considering the public input, the Commission is charged with making an advisory recommendation to the City Council regarding the request. The City Council will ultimately decide whether to approve or deny the zoning change request. The Commission's advisory recommendation to the Council is a discretionary decision.

Prepared by:

Tory Carpenter, CNU-A

Planner

October 15, 2014

Name

Title

Date

ZC-14-03 Zoning Change 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 21 st 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	X		

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					
Floodplains		X			
Geological	X				
Slope	X				
Soils	X				
Vegetation	X				
Watersheds	X				
Water Quality Zone				X	

ENVIRONMENT & RESOURCE PROTECTION –

Located in Subwatershed:	Cottonwood Creek				
ANALYSIS FOR PSA ONLY					
	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed					X
Additional Impervious Cover was anticipated within Intensity Zones					
Additional Impervious Cover Increase Anticipated					
Anticipated pollutants:	N/A				

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	N/A
Neighborhood Commission Area(s):	Sector 4
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
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	ROADWAY 1: IH 35 Access Road					X
Existing Peak LOS	ROADWAY 1: IH 35 Access Road				X	
Preferred Scenario Daily LOS	ROADWAY 1: IH 35 Access Road					X
Preferred Scenario Peak LOS	ROADWAY 1: IH 35 Access 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:						



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**0.545 ACRES – ZONING DESCRIPTION
LOT 3, SAC-N-PAC CENTERPOINT SUBDIVISION
HAYS COUNTY, TEXAS**

A DESCRIPTION OF 0.545 ACRES (APPROXIMATELY 23,757 SQ. FT.) IN THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT NO. 63, HAYS COUNTY, TEXAS, BEING A PORTION OF LOT 3 OF SAC-N-PAC CENTERPOINT SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 17, PAGES 231 AND 232 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 0.545 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an "X" found in concrete in the northwest right-of-way line of Interstate Highway 35 (300' right-of-way width) as described in Volume 168, Page 253 of the Deed Records of Hays County, Texas, being also the southeast line of said Lot 3, from which a 1/2" rebar with "Chaparral" cap set in the northwest right-of-way line of Interstate Highway No. 35, at the south corner of said Lot 3, being the east corner of Lot 2 of said Sac-N-Pac Centerpoint Subdivision, bears South 43°35'26" West, a distance of 317.25 feet;

THENCE crossing said Lot 3, the following three (3) courses and distances:

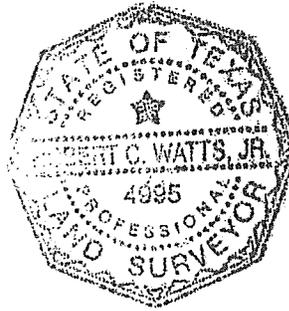
1. North 45°54'24" West, a distance of 388.45 feet to a calculated point;
2. North 64°33'30" East, a distance of 65.50 feet to a calculated point;
3. South 46°27'23" East, a distance of 364.94 feet to a calculated point in the northwest right-of-way line of Interstate Highway No. 35, being also the southeast line of said Lot 3, from which a 1/2" rebar with "Chaparral" cap found in the northwest right-of-way line of Interstate Highway No. 35, at the east corner of said Lot 3, being also the south corner of a 4.00 acre tract described in Volume 1925, Page 39 of the Official Public Records of Hays County, Texas, bears North 43°32'26" East, a distance of 84.78 feet;

THENCE South 43°32'26" West, with the northwest right-of-way line of Interstate Highway No. 35, being also the southeast line of said Lot 3, a distance of 64.87 feet to the **POINT OF BEGINNING**, containing 0.545 acres of land, more or less.

Surveyed on the ground December 20, 2014. Bearing basis is the Texas State Plane Coordinate System of 1983 (NAD83), Texas South Central Zone, based on GPS Solutions from the National Geodetic Survey (NGS). Attachments: Survey Drawing 419-004-ZN4.

Robert C. Watts, Jr. 7-15-14

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995
TBPLS Firm No. 10124500

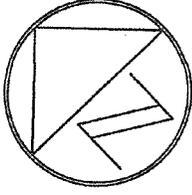


SAC-N-PAC STORES, INC.
63.119 ACRES
(1905/610)

N43°35'39"E 321.47'
(N44°13'17"E 831.17')

N43°22'42"E 149.98'
(N45°00'34"E 149.65')

1" = 100'



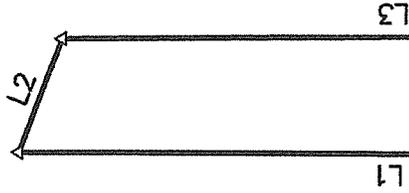
LOT 2
SAC-N-PAC
CENTERPOINT SUBDIVISION
(17/231-232)

LOT 3
SAC-N-PAC
CENTERPOINT SUBDIVISION
(17/231-232)

0.545 ACRES
APPROX. 23,757 SQ. FT.

INGRAM READYMIX
HEADQUARTERS
4.00 ACRES
(1925/39)

S45°51'51"E 439.70'
(S44°23'19"E 439.72')



N46°27'23"W 439.27'

P.O.B.

S43°35'26"W 317.25'
(S44°08'00"W)

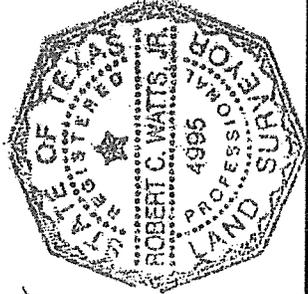
N43°32'32"E 2112.82'

S43°32'26"W 149.65'
(S44°59'20"W 149.65')

CH

L5

L4



Handwritten signature and initials: R. Watts, L.S. 4995

INTERSTATE HIGHWAY 35
(300' RIGHT-OF-WAY WIDTH, 168/253)

DATE OF SURVEY: 12/10/2013
PLOT DATE: 07/15/2014
DRAWING NO.: 419-004-ZN4
PROJECT NO.: 419-004
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: CWW
SHEET 2 OF 2

Chaparral

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.545 ACRES (APPROXIMATELY 23,757 SQ. FT.) IN THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT NO. 63, HAYS COUNTY, TEXAS, BEING A PORTION OF LOT 3 OF SAC-N-PAC CENTERPOINT SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 17, PAGES 231 AND 232 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS.

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
 - ^{CH} 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - ◎ IRON PIPE FOUND (SIZE NOTED)
 - ⊙ TxDOT TYPE II DISK FOUND
 - ⊠ X IN CONC. FOUND
 - △ CALCULATED POINT
- P.O.B. POINT-OF-BEGINNING
() RECORD INFORMATION

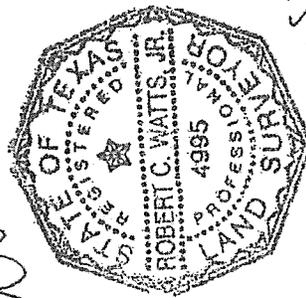
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N45°54'24"W	388.45'
L2	N64°33'30"E	65.50'
L3	S46°27'23"E	364.94'
L4	S43°32'26"W	64.87'
L5	N43°32'26"E	84.78'

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 419-004-ZN4

Chaparral

DATE OF SURVEY: 12/10/2013
 PLOT DATE: 07/15/2014
 DRAWING NO.: 419-004-ZN4
 PROJECT NO.: 419-004
 T.B.P.L.S. FIRM NO. 10124500
 DRAWN BY: CWV
 SHEET 1 OF 2



Handwritten signature and scribbles above the seal.



Legislation Text

File #: SCW-14-03, **Version:** 1

AGENDA CAPTION:

SCW-13-02 (205 W Hopkins St) Hold a public hearing and consider a request by SM Hopkins, LTD. for a SmartCode Warrant to allow drive-through facility in a SmartCode T-5 zoning district at 205 W Hopkins Street.

Meeting date: October 28, 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 requesting a warrant to allow the construction of a drive-through facility at 205 W Hopkins Street. The applicant is proposing expansion of the existing vacant building for a 3,500 sf restaurant.

Staff believes the intent can best be met through site improvements. The existing building will be brought closer to the street frontage and a covered seating area will be built along the sidewalk. Access will be taken on Feltner Ally and Fredericksburg Street and the two existing driveways on Hopkins Street will be closed. Other SmartCode requirements being met include bicycle parking, construction of a new sidewalk with street trees, and landscaping which would screen parking.

Staff provides this request to the Commission for your consideration and recommends approval of the SmartCode Warrant to allow a drive-through facility based on the proposed site improvements.



SCW-14-03

Drive-Through Facility

205 W. Hopkins Street

Map Date: 10/16/2014

-  Site Location
-  Notification Buffer (200 feet)
-  Historic District



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.

**SCW-14-03
SmartCode Warrant
Drive-Through
205 W Hopkins Street**



Summary:

Applicant: SM Hopkins, LTD.
506 Lavaca Street, # 1160
Austin, TX 78701

Property Owner: SM Hopkins, LTD.
506 Lavaca Street, # 1160
Austin, TX 78701

Applicant Request: *Request for a SmartCode Warrant to allow a drive-through facility.*

Notification: Public hearing notification mailed on October 17, 2014

Response: None as of date of report.

Property Area/Profile:

Location: 205 W Hopkins St

Legal Description: Lots 7-8, Block 15, Original Town of San Marcos

Frontage On: W Hopkins Street, Feltner Ally, and Fredericksburg Street

Neighborhood: Downtown

Existing Zoning: T5

Future Land Use Map: Downtown – High Intensity

Existing Utilities: Adequate.

Existing Use of Property: Vacant Building

Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of Property	T5	HEB
S of Property	T5	Strip Retail
E of Property	T5	Bank
W of Property	T5 / CS	Coffee House / Price Center

Code Requirements:

A Warrant is a ruling that would permit a practice that is not consistent with a specific provision of the SmartCode, but is justified by the provisions of Section 1.3 Intent. The Warrant process requires personal notification of property owners within 200' and a public hearing before the Planning and Zoning Commission.

Land Use is regulated in the base SmartCode within the Specific Use and Function section (Table 5.7). The use of a drive-through facility may be allowed only by Warrant.

Comments from Other Departments:

Warrants are reviewed by the interdepartmental SmartCode Development Review Committee (DRC) which is comprised of members of Planning, Permitting, Building, Main Street, Engineering and Public Services. The DRC reviews and provides comments repeatedly throughout the review process for building and site design issues.

Fire and Police reviewed the request separately and approved with no comments.

Background:

The applicant is renovating and expanding an existing vacant building at 205 West Hopkins Street between Feltner Alley and Fredericksburg Street. The proposed finished product would be a 3,500 sq ft restaurant with a drive-through facility at the rear of the building. The applicant seeks a warrant to allow the drive-through facility, to include a driveway that is wider than 24 feet.

Planning Department Analysis:

Since the warrant request relates to the expansion of an existing structure rather than building an entirely new structure, staff believes the intent under Section 1.3 and can best be met through site improvements. The existing building will be brought closer to the street frontage along Hopkins Street and a covered seating area will be built along the sidewalk. Two existing driveways on Hopkins Street, which is an A Grid street will be closed. More appropriately for a T5 zone, access will now be taken off of Feltner Alley and Fredericksburg Street. Other SmartCode requirements being met include bicycle parking, construction of a new sidewalk with street trees, and landscaping which would screen parking.

The property is close to the University and staff and the applicant worked hard to find a solution that balances the non-conforming auto-oriented characteristics of the site with the SmartCode's demands for compact, mixed-use, pedestrian-friendly development patterns.

While a drive-through encourages vehicular traffic that could conflict with the intent of the SmartCode to respect and accommodate pedestrians, the proposed improvements can provide higher quality pedestrian spaces that come more into conformance with the SmartCode. Specific elements that contribute to the project meeting the intent of the Code are:

- Relocation of driveways from Hopkins Street to the side street and alley;
- The wider driveway, not being on the primary frontage along Hopkins has no significant impact on pedestrians and enables the enhanced street edge and pedestrian orientation along Hopkins Street;
- The majority of parking removed from the first layer and screened at the frontage;
- Sidewalk installation on Hopkins Street that is consistent with the prescribed cross-section;
- Landscaping buffer/screening along both frontages; and
- Outdoor patio space on Hopkins Street frontage.

The proposed improvements are largely consistent with the Intent policies listed below from Section 1.3.

1.3.2 Region

- b. That growth strategies should encourage Infill and redevelopment in parity with New Communities.

1.3.3. The Community

- a. That neighborhoods and Regional Centers should be compact, pedestrian-oriented and Mixed Use.
- b. That neighborhoods and Regional Centers should be the preferred pattern of development and that Districts specializing in a single use should be the exception.
- c. That ordinary activities of daily living should occur within walking distance of most dwellings, allowing independence to those who do not drive.

- f. That appropriate building densities and land uses should be provided within walking distance of transit stops.
- g. That Civic, Institutional and Commercial activities should be embedded downtown, not isolated in remote single-use complexes

1.3.4. The Block and the Building

- a. That buildings and landscaping should contribute to the physical definition of Thoroughfares as Civic places.
- b. That development should adequately accommodate automobiles while respecting the pedestrian and the spatial form of public areas.
- c. That architecture and landscape design should grow from local climate, topography, history, and building practice.

1.3.5. The Transect

The final design of the project must also meet the intent of the T-5 Transect zone as defined within Section 1.3.5. The project should offer a mix of uses or contribute to a mixed use environment, be an attached building, contain street trees, and promote substantial pedestrian activity. The building must also be oriented to the street, define a street wall and contain one of the T-5 frontage types. As proposed, the addition will meet this intent.

Staff provides this request to the Commission for your consideration and recommends approval of the SmartCode Warrant to allow a drive-thru facility based on the proposed site improvements.

Planning Department Recommendation:	
X	Approval
	Denial

The Commission's Responsibility:

The Commission is required by law to hold a public hearing and receive public comment on this application. After considering the public input, the Commission is charged with making a decision to approve or deny the Warrant.

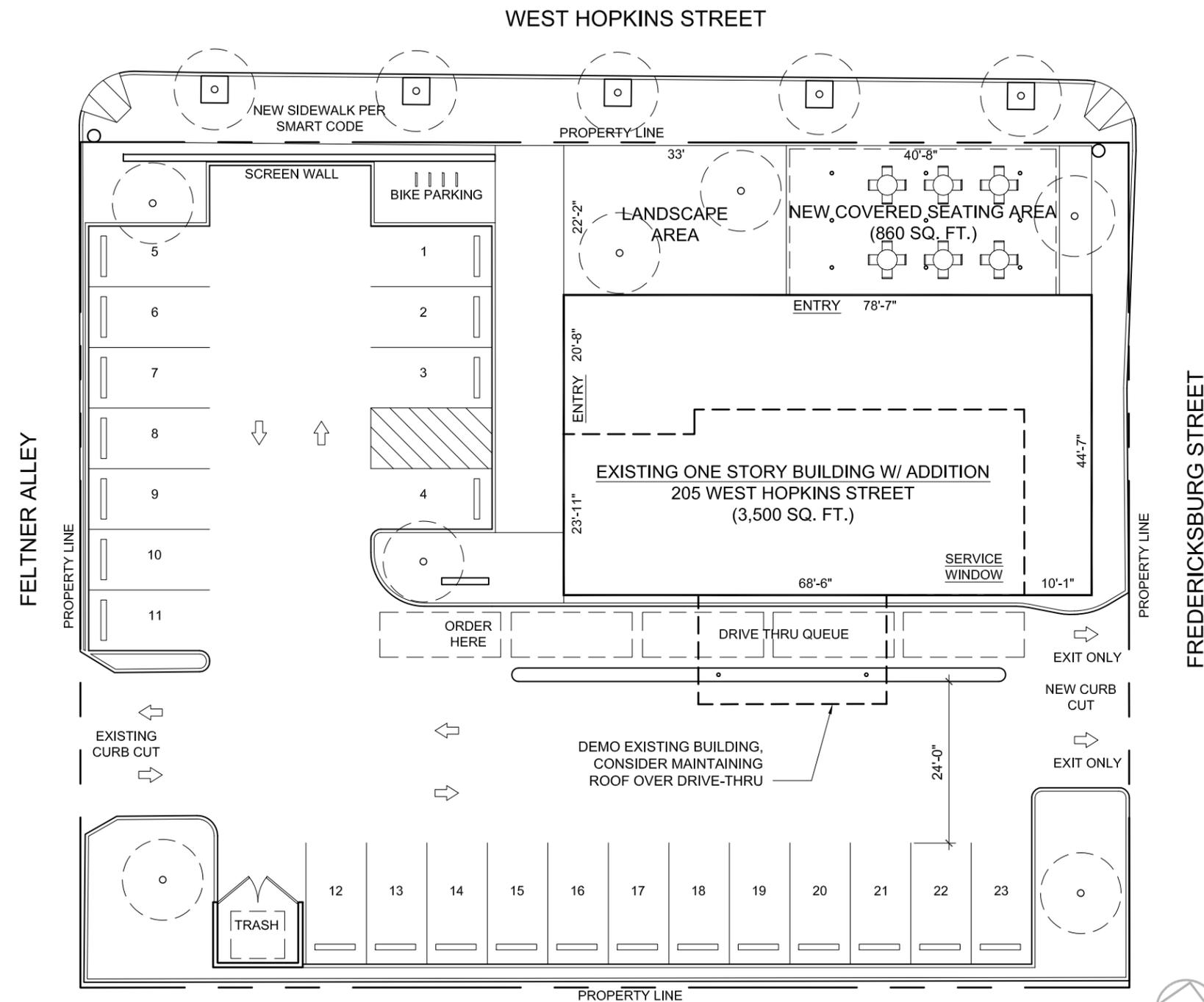
The Commission's decision is discretionary. In evaluating the impact of the proposed Warrant on surrounding properties, the Commission should consider the extent to which the practice:

- enables, encourages and qualifies the implementation of the SmartCode policies on Intent;
- is consistent with policies of the Comprehensive Plan and Downtown Master Plan;
- is compatible with the character and integrity of adjacent developments and the general intent of the Transect.

The following standards are not available for Warrants:

- a. the maximum dimensions for traffic lanes;
- b. the required provision of Rear Alleys; and
- c. the Base Residential Densities.

Tory Carpenter, CNU-A	Planner	October 22, 2014
Name	Title	Date



ZONING SUMMARY

SITE AREA:	19,574 SF
LOT WIDTH:	156'
MAXIMUM ALLOWABLE COVERAGE:	100%
SETBACK REQUIREMENTS	
FRONT YARD:	0' - 12' MAX.
SIDE YARD:	0' - 24' MAX.
REAR YARD:	3' MIN.
MINIMUM FRONTAGE BUILD OUT REQUIRED:	80%
MAXIMUM HEIGHT ALLOWABLE:	5 STORIES

SITE PLAN NOTES

1. THIS SITE PLAN DOES NOT COMPLY WITH THE SMARTCODE FRONTAGE BUILDOUT REQUIREMENT DUE TO THE SIZE AND LOCATION OF THE EXISTING BUILDING. IN ADDITION, THIS SITE DOES NOT COMPLY WITH SMARTCODE SECTION 5.9.6 WITH REGARD TO THE LOCATION OF PARKING WITHIN THE FIRST LAYER. IT IS OUR UNDERSTANDING THAT THE CITY OF SAN MARCOS HAS BEEN WILLING TO ACCEPT SITE PLANS THAT SUBSTANTIALLY MODIFY EXISTING BUILDINGS, AND IMPROVE COMPLIANCE WITH THE SMARTCODE. THIS SITE PLAN PROPOSES NEW SIDEWALKS THAT COMPLY WITH THE SMARTCODE. IT ALSO PROPOSES A SCREEN ALONG ALL PARKING AREAS IN THE FIRST LAYER PER SMARTCODE GUIDELINES. IN ADDITION, WE WOULD ENCOURAGE ARCHITECTURAL DESIGN TO ENHANCE THE PEDESTRIAN ENVIRONMENT ALONG WEST HOPKINS STREET IN THE SPIRIT OF THE SMARTCODE.
2. AREAS WITH DOT HATCH PATTERN ARE PROPOSED AREAS OF IMPROVED LANDSCAPE. PER CURRENT ZONING, 100% COVERAGE IS ALLOWED ON THIS SITE. LANDSCAPED AREAS ON THIS PLAN ARE SUGGESTED, BUT NOT CODE REQUIRED.
3. LOCATION OF ADDITIONS TO EXISTING BUILDING ARE SUGGESTED BASED UPON PROTOTYPE PLAN PROVIDED, HOWEVER, ADDITIONS COULD ALSO BE PROVIDED ON THE FRONT OF THE EXISTING BUILDING IF DESIRED.
4. BUILDING HEIGHT RESTRICTIONS APPLY ALONG THE EAST PROPERTY LINE DUE TO PROXIMITY OF OVERHEAD UTILITIES. UTILITY LOCATION IS NOT ANTICIPATED TO BE PROBLEMATIC FOR A SINGLE STORY BUILDING.

PARKING REQUIREMENTS

PARKING RATIO PER SMARTCODE:	3 SPACES / 1000 GSF
CONDITIONED AREA:	3,500 SF
OUTDOOR SEATING AREA:	860 SF
TOTAL AREA:	4,360 SF
PARKING REQUIRED:	4,360 SF / 333.33 SF PER SPACE = 14 SPACES
PARKING PROVIDED:	23 SPACES





SmartCode Warrant Application Checklist

Provided by applicant as of date of submittal		By staff as of date of completeness review	
Completed	Required Item	Staff Verification	Staff Comments
<input checked="" type="checkbox"/>	A pre-development meeting with staff is required	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	A completed application for a Warrant and required fees	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	A site plan illustrating the location of all structures on the subject property and on adjoining properties	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Exhibits illustrating the Warrant request	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Authorization to represent the property owner, if applicant is not the owner	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Application Fee \$600 Technology Fee \$10	<input type="checkbox"/>	
Any of the following pieces of information as requested by the Planning and Development Services Director:			
<input type="checkbox"/>	Landscaping and/or fencing of yards and setback areas and proposed changes	<input type="checkbox"/>	
<input type="checkbox"/>	Design of ingress and egress	<input type="checkbox"/>	
<input type="checkbox"/>	Off-street parking and loading facilities	<input type="checkbox"/>	
<input type="checkbox"/>	Height of all structures	<input type="checkbox"/>	
<input type="checkbox"/>	Proposed uses	<input type="checkbox"/>	
<input type="checkbox"/>	The location and types of all signs	<input type="checkbox"/>	
<input type="checkbox"/>	Hours of operation	<input type="checkbox"/>	
<input type="checkbox"/>	Impervious cover or drainage issues or impacts	<input type="checkbox"/>	
<input type="checkbox"/>	All information and illustrations necessary to show the nature and effect of the proposed variations to the standards of the zoning district	<input type="checkbox"/>	

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

Signed:
 Printed Name: Danior Campbell

Date: 9/19/14

Engineer Surveyor Architect/Planner Owner Agent: _____

City of San Marcos SMARTCODE WARRANT APPLICATION

	<u>APPLICANT</u>	<u>PROPERTY OWNER</u>
Name:	SM Hopkins, Ltd. c/o Daniel Campbell	Same as Applicant
Mailing Address:	506 Lavaca Street Suite 1160, Austin, Texas 78701	
Telephone No.:	512-682-5566	
E-mail address:	dcampbell@endeavor-re.com	

Property Address: 205 W. Hopkins
 Legal Description (if platted): Lots 7&8 Block 15 Subdivision Original Town of San Marcos
 Tax ID Number: R41577 Zoning District: T-5

WARRANT REQUEST
 1.5.2 A warrant is a ruling that would permit a practice that is not consistent with a specific provision of the Code but is justified by the provisions of Section 1.3 Intent.
 Section of the SmartCode from which the deviation is sought: Subchapter C- Table 5.7
 Justification of Intent (provide additional narrative and exhibits as necessary):
 Incremental development of an old gas station property that has been vacant for decades. This will allow for immediate redevelopment of the property and add a good restaurant for downtown that will not be a bar.

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: _____ Date: _____

To be completed by Staff:
 Meeting Date: _____ Application Deadline: _____
 Accepted by: _____ Date: _____

SmartCode: Section 1.3 Intent

1.3. - INTENT

1.3.1. The intent and purpose of this Code is to enable, encourage and qualify the implementation of the following policies:

1.3.2. THE REGION

- a. That the region should retain its natural infrastructure and visual character derived from topography, woodlands, farmlands, riparian corridors and the river.
- b. That growth strategies should encourage infill and redevelopment in parity with New Communities.
- c. That development contiguous to urban areas should be integrated with the existing urban pattern.
- d. That development non-contiguous to urban areas should be organized in the pattern of Clustered Land Development ("CLD") or Traditional Neighborhood Design ("TND").
- e. That Affordable Housing should be distributed throughout the region to match job opportunities and to avoid concentrations of poverty.
- f. That transportation Corridors should be planned and reserved in coordination with land use.
- g. That green corridors should be used to define and connect the urbanized areas.
- h. That the region should include a framework of transit, pedestrian, and bicycle systems that provide alternatives to the automobile.

1.3.3. THE COMMUNITY

- a. That neighborhoods and Regional Centers should be compact, pedestrian-oriented and Mixed Use.
- b. That neighborhoods and Regional Centers should be the preferred pattern of development and that Districts specializing in a single use should be the exception.
- c. That ordinary activities of daily living should occur within walking distance of most dwellings, allowing independence to those who do not drive.
- d. That interconnected networks of Thoroughfares should be designed to disperse traffic and reduce the length of automobile trips.
- e. That within neighborhoods, a range of housing types and price levels should be provided to accommodate diverse ages and incomes.
- f. That appropriate building Densities and land uses should be provided within walking distance of transit stops.
- g. That Civic, Institutional, and Commercial activities should be embedded downtown, not isolated in remote single-use complexes.
- h. That schools should be sized and located to enable children to walk or bicycle to them.
- i. That a range of Open Space including Parks, Squares, and playgrounds should be distributed within neighborhoods and downtown.

1.3.4. THE BLOCK AND THE BUILDING

- a. That buildings and landscaping should contribute to the physical definition of Thoroughfares as Civic places.
- b. That development should adequately accommodate automobiles while respecting the pedestrian and the spatial form of public areas.
- c. That architecture and landscape design should grow from local climate, topography, history, and building practice.
- d. That buildings should provide their inhabitants with a clear sense of geography and climate through energy efficient methods.
- e. That Civic Buildings and public gathering places should be provided as locations that reinforce community identity and support self-government.
- f. That Civic Buildings should be distinctive and appropriate to a role more important than the other buildings that constitute the fabric of the city.
- g. That the preservation and renewal of historic buildings should be facilitated, to affirm the continuity and evolution of society.
- h. That the harmonious and orderly evolution of urban areas should be secured through form-based codes.

1.3.5. THE TRANSECT

- a. That Communities should provide meaningful choices in living arrangements as manifested by distinct physical environments.
- b. That the Transect Zone descriptions on Table 1.1 shall constitute the Intent of this Code with regard to the general character of each of these environments.

SmartCode: Section 1.5 Warrants and Variances

1.5.1. There shall be two types of deviation from the requirements of this Code: Warrants and Variances.

1.5.2. A Warrant is a ruling that would permit a practice that is not consistent with a specific provision of this Code but is justified by the provisions of Section 1.3 Intent. The Planning and Zoning Commission (P&Z) shall have the authority to approve or disapprove a request for a Warrant pursuant to regulations established. A warrant subject to the review of the P&Z shall require a public hearing and personal notice of the public hearing be sent to property owners within 200 feet of the subject property. Personal notice shall be sent by regular mail before the tenth day before the hearing date.

1.5.3. A Variance is any ruling on a deviation other than a Warrant. Variances shall be granted only in accordance with the State of Texas Statutes, Chapter 211 of the Local Government Code, as amended.

1.5.4. The request for a Warrant or Variance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.5.5. The following standards shall not be available for Warrants:

- a. The maximum dimensions for traffic lanes.
- b. The required provision of Rear Alleys.
- c. The Base Residential Densities.



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: MUD-14-02, **Version:** 1

AGENDA CAPTION:

MUD-14-02 Consider a petition submitted by Metcalfe, Wolfe, Stuart & Williams, on behalf of Walton Texas, LP to create a municipal utility district within the City of San Marcos Extraterritorial Jurisdiction consisting of 2,358 acres located east of I-35 and generally located both north and south of the intersection of FM 1984 and Yarrington Road (project commonly known as Cotton Center).

Meeting date: October 28, 2014

Department: Planning & Development Services

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

CITY COUNCIL GOAL:

Big Picture Infrastructure

BACKGROUND:

The applicant is requesting consent to the creation of a Municipal Utility District within the City of San Marcos Extraterritorial Jurisdiction (ETJ). The 2,358 acre site is generally located in Caldwell County, east of the San Marcos Regional Airport and north of the City of Martindale ETJ.

Municipal Utility District (MUD)

MUD 14-02

Cotton Center Municipal Utility District 1



Summary: The applicant is requesting consent to the creation of a Municipal Utility District within the City of San Marcos Extraterritorial Jurisdiction (ETJ). The 2,358 acre site is generally located in Caldwell County, east of the San Marcos Regional Airport and north of the City of Martindale ETJ.

Applicant: Becky Collins, Manager
Walton Development and Management TX, LLC
515 Congress Avenue, Suite 1620
Austin, Texas 78701

Owner: Walton Texas, LP

Property/Area Profile:

Legal Description: A 2,358 acre tract of land out of the William Pettus League, Abstract No. 21, the Thomas Maxwell League, Abstract No. 188, and the Thomas Yates League, Abstract No. 313

Location: Situated in Caldwell County, east of the San Marcos Regional Airport and north of the City of Martindale ETJ.

Existing Use of Property: Ag / Vacant

Proposed Use of Property: Residential, Industrial, Office, Regional Commercial, Neighborhood Commercial, Institutional, Parks & Open Space

Future Land Use Map: Low Density Residential

Existing Zoning: ETJ

Proposed Zoning: TBD

Sector: ETJ

Area Zoning and Land Use Pattern:

	Zoning	Existing Land Use	Future Land Use
N of Property	ETJ	Low Density Residential / Ag / Vacant	Low Density Residential
S of Property	ETJ	Low Density Residential / Ag / Vacant	Low Density Residential
E of Property	ETJ	Low Density Residential / Ag / Vacant	Low Density Residential
W of Property	P / FD / ETJ	Institutional / Low Density Residential / Ag / Vacant	Low Density Residential

Case Summary

Walton Development and Management TX, LLC owns approximately 2,358 acres of un-platted, vacant land east of the San Marcos Regional Airport and north of the City of Martindale ETJ. All of this land is within the City of San Marcos Extraterritorial Jurisdiction (ETJ). The applicant is proposing to create one Municipal Utility District (MUD), encompassing 2,358 acres, which will be created by special act of the Texas Legislature. As proposed, the MUD would facilitate the construction of a predominantly residential and mixed use development, with a portion of the land developed as industrial, office, commercial and regional commercial. The applicant's request and petition for consent to creation of a MUD are attached.

The City Manager and staff engaged in good-faith negotiations with the applicant regarding the City's consent to the creation of the Cotton Center MUD No. 1. The Consent Agreement outlines the conditions under which the City is willing to consent to the creation of the District within its ETJ. The negotiated Consent Agreement is included in your packet and includes the following main points:

- City consents to the creation of the District by special act of the Legislature;
- The District will be comprised of approximately 2,358 acres, which includes all residential, industrial and commercial, institutional, parks and open space land shown on the Conceptual Land Use Plan;
- Additional Land, as shown in Exhibit B to the Consent Agreement, may be annexed into the District at any time;
- The District will be divided into separate Sub-Districts that have the ability to issue bonds and exercise the full powers of the District;
- Industrial and Regional Commercial Land is included in the District; however, no election authorizing the issuance of debt will be held that includes a portion of the Industrial and Commercial Land;
- Land to be developed for Industrial and Commercial use will be removed from the District, thereby allowing the City to annex those areas;
- The District will enter into a Strategic Partnership Agreement that provides for City sales and use tax on commercial and retail to be split between the City and the District;
- City's consent may be withdrawn if the district fails to meet certain organizational benchmarks;
- A Master Development Fee of one-million seven-hundred thousand dollars will be paid to the City from the Developer's reimbursement from the issuance of bonds;
- Provides for specific exemptions to Chapter 70 of the City's Code of Ordinances;
- The District will enter into a Development Agreement for the development of the property prior to the issuance of any bonds (which will allow the city to impose its zoning and land use regulations on the property within the district as well as city codes relating to health and safety);
- Water service will be provided by a third-party provider that holds a CCN to serve the area;
- Wastewater service will be provided by the City of San Marcos; and
- Provides requirements and limitations on the issuance of bonds for district improvements.

Comments from other Departments:

The contents of the petition meet the requirements of Section 54.016 of the Texas Water Code and Section 212.172 of the Texas Local Government Code.

Planning Department Analysis

The City has an adopted policy relating to the creation of Municipal Utility Districts. Pursuant to Sec. 70.051 of the City of San Marcos Code of Ordinances, the purposes of this policy are to:

1. Encourage quality development;
2. Allow the city to enforce reasonable land use and development regulations;

3. Provide for construction of infrastructure consistent with city standards and city inspection of such infrastructure;
4. Facilitate cost-effective construction of infrastructure consistent with city standards and city inspection of such infrastructure;
5. Provide notice to residents of the district that the city may annex the district at some future time;
6. Establish guidelines for reasonable conditions to be placed on:
 - a) Issuance of bonds by the district; and
 - b) The City's consent to creation of the district, including conditions consistent with the city's water and sewer bond ordinances regarding creation of districts that might otherwise detrimentally compete with the city's utility systems;
7. Establish guidelines for other mutually beneficial agreements by the city and the district; and
8. Provide a procedural framework for responding to a petition seeking the city's consent to the creation of the district.

If the City Council consents to the creation of a MUD then it should impose the following requirements as conditions of the City's consent unless the city council determines that the requirements are not appropriate:

Evaluation			Conditions and Criteria for Consent to Creation of Districts (Sec. 70.052)
Consistent	Inconsistent	Neutral	
	X		<p>1) The utility district shall contain acreage necessary to ensure the economic viability of the utility district but no more acreage than can be feasibly annexed at one time. In general a district is not expected to include less than 200 nor more than 500 acres.</p> <p><i>City and Owner agree that the District will be divided...into separate Sub-Districts comprised of a minimum of 200 and a maximum of 550 acres of land, in no event, will the District and/or a Sub-District comprised of more than 550 acres be allowed to issue bonds unless the City consents and approves such bond issue.</i></p>
X			<p>2) The economic viability of the utility district must be shown in the same manner as required by the state.</p> <p><i>The engineering report addresses economic viability.</i></p>
X			<p>3) The consent resolution and agreement must reflect and conform to all the applicable stipulations of this policy.</p> <p><i>The Agreement provides for specific exemptions to Chapter 70 of the City's Code of Ordinances.</i></p>
X			<p>4) The city council must determine that the utility district is not likely to be annexed by the city or be served by city water and wastewater within three years. This determination shall not be binding on the city however.</p> <p><i>While adjacent to the city limits, it was determined that this property is not likely to be annexed or served by the city water utility within three years.</i></p>

Evaluation			Conditions and Criteria for Consent to Creation of Districts (Sec. 70.052)
Consistent	Inconsistent	Neutral	
X			<p>5) When the city council receives a petition for creation of a utility district within the city's extraterritorial jurisdiction, it shall be evaluated in accordance with the master plan, the impacts of the utility district and the policy set forth in this division.</p> <p><i>The petition has been evaluated in accordance with the Vision San Marcos Comprehensive Plan, the anticipated impacts of the utility district and all applicable City of San Marcos codes and ordinances.</i></p>
	X		<p>6) It is in the city's preferred growth area.</p> <p><i>The property is adjacent to one of the City's preferred growth areas (San Marcos Regional Airport Employment Center).</i></p>
		X	<p>7) The city does not support MUDS that are in industrial or commercial areas.</p> <p><i>Industrial and Regional Commercial Land is included in the District; however, it may not be included in a debt-issuing Sub-District unless designated for residential development. Land to be developed for industrial and regional commercial uses will be removed from the District prior to final plat, allowing annexation by the City.</i></p>
X			<p>8) The district's ad valorem tax rate will approximate or exceed the city's rate</p> <p><i>The Sub-Districts' ad valorem tax rate will approximate or exceed the City's tax rate.</i></p>
X			<p>9) It must be located entirely within the city's extraterritorial jurisdiction.</p> <p><i>The Cotton Center MUD District No. 1 is located entirely within the City's ETJ.</i></p>
X			<p>10) The city discourages the use of sewer package treatment plants.</p> <p><i>Wastewater utility service will be provided by the City.</i></p>
X			<p>11) It will require the developer(s) to contribute a portion of infrastructure without reimbursement by the MUD or the city.</p> <p><i>The provisions in Texas Administrative Code, Title 30, Chapter 293.47 and any other applicable rule allowing for exceptions to the</i></p>

Evaluation			Conditions and Criteria for Consent to Creation of Districts (Sec. 70.052)
Consistent	Inconsistent	Neutral	
			<p><i>requirement that the Developer pay a portion of the costs associated with the construction of the District improvements shall be applicable to the Owner and District.</i></p>
		<p>X</p>	<p>12) The development supported by the MUD provides extraordinary public benefits (such as extension or enhancement of infrastructure, affordable housing, environmental improvement, public transportation facilities and open space). Whether development supported by the MUD provides sufficient public benefits should be determined by weighing the value of the benefits to the community, and to the property in the MUD, against the costs to the city including delayed annexation. The city council will consider benefits including but [not] limited to:</p> <ul style="list-style-type: none"> a) Land use controls (including land plans) that otherwise would not be available in the city's ETJ; b) Amenities that would not typically accompany a development with conventional financing; c) Connectivity with other existing city infrastructure; d) The potential for city capital improvements program funds to be redirected to other high priority needs by financing capital infrastructure with alternative MUD financing and by the application of post-annexation surcharges; e) School and public safety sites, and transportation infrastructure, sufficient to meet development needs. <p><i>The development supported by the District provides public benefits including but not limited to the following:</i></p> <ul style="list-style-type: none"> <i>i. The City's land use controls will apply within the District pursuant to a development agreement providing for a high quality residential and commercial development;</i> <i>ii. The District or another provider will provide water, wastewater and drainage infrastructure allowing the potential for city capital improvement program funds to be redirected to other high priority City needs;</i> <i>iii. The development will include certain amenities such as parks and green space, the accommodation of schools and certain public facilities;</i> <i>iv. The development will provide connectivity to the City's existing transportation systems.</i> <i>v. The development is not located in or over an environmentally sensitive aquifer recharge zone.</i>



METCALFE WOLFF
STUART & WILLIAMS, LLP
Attorneys at Law

MELISA Y. LEAL
512.404.2231
mleal@mwswtexas.com

July 8, 2014

Ms. Jamie Lee Pettijohn
City Clerk
City of San Marcos
630 East Hopkins
San Marcos, Texas 78666

Via Hand Delivery

Re: Request for Consent to Creation of a Municipal Utility District ("MUD") for the Cotton Center development project ("Cotton Center") consisting of 2,358 acres situated in Caldwell County, Texas and within the exterritorial jurisdiction of the City of San Marcos, Texas (the "City")

Dear Ms. Pettijohn:

As representatives of the owner of the above stated Property, we respectfully submit this request for consent to the creation of a MUD pursuant to Section 70.078 of the City of San Marcos Code of Ordinances (the "Code"). Concurrently, with this request we are also submitting an application for a development agreement (the "Development Agreement") applicable to the development of the Cotton Center.

This request contemplates a consensual legislatively approved MUD. Enclosed herein we provide the following information as required by Chapter 70:

- a) Payment of \$5,010.00 application fee
- b) Preliminary engineering report, which includes the following information:
 - 1. Description of the area;
 - 2. Land use plan
 - 3. Drainage Maps
 - 4. Environmental Features
 - 5. Utilities
- c) Draft Consent Agreement

Some of the items listed in Chapter 70 of the Code are not being submitted at this time and include, for example, the market study, an environmental impact statement, a transportation impact statement, a solid waste management plan, or capacity calculations for sizing facilities. We expect to provide these and other related items at a later date.

We also note that the proposed Development Agreement addresses land use, utilities and related issues in more detail. Given the fact that the consent for a MUD and the application for the Development Agreement are interrelated, we respectfully request that the City consider the MUD request in conjunction with the Development Agreement petition and review all of the information we have provided to evaluate both applications.



July 8, 2014
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Thank you for your time and attention to this request. We look forward to working with you through this process.

Sincerely,

A handwritten signature in black ink that reads "Melisa Leal". The signature is written in a cursive, flowing style.

Melisa Leal

CC: Becky Collins, Development and Management
Kevin Kadlecek, Development and Management

PETITION FOR CONSENT TO THE CREATION OF MUNICIPAL UTILITY DISTRICT
TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF SAN
MARCOS, TEXAS:

The undersigned ("Petitioners"), acting pursuant to the provision of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of San Marcos, Texas (the "City"), for its written consent to the creation of a municipal utility district over the land described by the metes and bounds on Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land"), and, in support thereof, would show the following:

I. Name of District

The name of the proposed district is Cotton Center Municipal Utility District No. 1 (the "District")

II. Organization and Authority of District

The District is proposed to be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code

III. Land in District

The District will contain approximately 2,358 acres of land, more or less, situated in Caldwell County. All of the land proposed to be included in the District is located within the extraterritorial jurisdiction of the City. All of the Land proposed to be included may be properly included in the District.

IV. Title to Land

Petitioners are the owners or are acting on behalf of the owners of a majority in value of the holders of title to the Land as indicated by the tax rolls of Caldwell County, Texas.

V. Nature of Work

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes; the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District and to control, abate and amend local storm waters or other harmful excesses of waters; the construction of roadways and related appurtenances; the provision of and construction, acquisition, maintenance and operation of parks and recreational facilities and the construction, acquisition, improvement, maintenance and operation of such other and additional facilities, systems, plants and enterprises as may be consonant with any or all of the purposes for which the District is created.

VI. Necessity

There is a necessity for the above described work, because there is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and adjacent areas require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, parks and recreational facilities and other facilities and systems. A public necessity, therefore, exists for the creation of the District in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of a waterworks system, sanitary sewer system, drainage and storm sewer system, roadways, parks and recreational facilities and other systems to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII. Costs

A preliminary investigation has been made to determine the cost of the proposed District's project, and it is now estimated by Petitioner, from such information as it has available at this time, that such cost will be approximately \$268,455,000.00.

VIII. Request for Consent

Petitioners, by submission of this Petition, request the City's consent to the creation of the District and to the inclusion of the Land within the District.

WHEREFORE, Petitioner prays that this petition be heard and that your honorable Body duly pass and approve an ordinance or resolution granting consent to the creation of the District and authorizing the inclusion of the Land within the District.

RESPECTFULLY SUBMITTED this ____ day of _____, 2014

WALTON TEXAS, LP, , a Texas limited partnership, on behalf of itself in its capacity as an Owner of the Property and on behalf of the Individual Owners in its capacity as operator and manager of the interests of the Individual Owners of the Property

By: Walton Texas GP, LLC, a Texas limited liability company, its General Partner

By: WALTON INTERNATIONAL GROUP, INC, a Nevada corporation, its Manager

By: Wayne G. Souza
Name: WAYNE G. SOUZA
Its: AUTHORIZED SIGNATORY

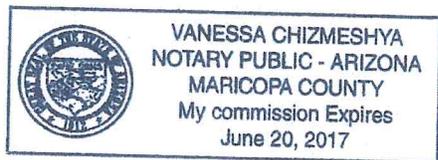
By: Gordon A. Price
Name: GORDON A. PRICE
Its: AUTHORIZED SIGNATORY

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on August 15, 2014, by Wayne G. Souza and Gordon A. Price, each an Authorized Signatory of Walton International Group, Inc., a Nevada corporation, Manager of Walton Texas GP, LLC, a Texas limited liability company, General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of such partnership.

[Signature]
Notary Public, State of Arizona

[Seal]



WALTON TX MARTINDALE LP 2,
an Alberta (Canada) limited partnership

By: Walton TX Martindale Corporation,
an Alberta (Canada) corporation,
its General Partner

By: _____
Name: _____
Title: _____

Clara Chong
Authorized Signatory
Authorized Signatory

By: _____
Name: _____
Title: _____

TONY DEEGAN
Authorized Signatory

PROVINCE OF ALBERTA)
CITY OF CALGARY) ss.

On this 15 day of AUGUST, 2014, before me, a Notary Public in and for said Province of Alberta, personal appeared CLARA CHONG and TONY DEEGAN to me personally known, who by me duly sworn (or affirmed), did say that each of them is an Authorized Signatory of Walton TX Martindale Corporation, an Alberta (Canada) corporation, the General Partner of Walton TX Martindale LP, an Alberta (Canada) limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its partners, and said acknowledged said instrument to be the free act and deed of said General Partner for and on behalf of the said limited partnership.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my seal the day and year last above written.



Notary Public in and for the Province of Alberta

EVAN D. LOW
My Commission Expires at
the pleasure of the
Lieutenant Governor

Exhibit A
Land Description

2357.9 ACRES
COTTON CENTER MUD # 1

FN. NO. 14-206 (MJR)
JUNE 12, 2014
BURY NO. RO10393210030

DESCRIPTION

OF A 2357.9 ACRE TRACT OF LAND OUT OF THE WILLIAM PETTUS LEAGUE, ABSTRACT NO. 21, THE THOMAS MAXWELL LEAGUE, ABSTRACT NO. 188, AND THE THOMAS YATES LEAGUE, ABSTRACT NO. 313, SITUATED IN CALDWELL COUNTY, TEXAS, BEING ALL OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO WALTON TEXAS, LP. BY THE FOLLOWING DEEDS OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS:

- A) 91.99 ACRES (PARCEL 1) AND 4.56 ACRES (PARCEL 2) OF RECORD IN VOLUME 643, PAGE 69;
- B) 87.92 ACRES OF RECORD IN DOCUMENT NO. 113576;
- C) 99.03 ACRES OF RECORD IN DOCUMENT NO. 122695;
- D) 358.07 ACRES PORTION OF 573.65 ACRES (TRACT 1) OF RECORD IN VOLUME 524, PAGE 599;
- E) 224.83 ACRES OF RECORD IN VOLUME 556, PAGE 729,
- F) 339.31 ACRES OF RECORD IN VOLUME 556, PAGE 246;
- G) 120.75 ACRES OF RECORD IN DOCUMENT NO. 123755;
- H) 69.19 ACRES OF RECORD IN DOCUMENT NO. 132453;
- I) 47.271 ACRES, 49.330 ACRES, AND 49.325 ACRES OF RECORD IN DOCUMENT NO. 126556;
- J) 70.540 ACRES OF RECORD IN DOCUMENT NO. 131493;
- K) 55.669 ACRES OF RECORD IN DOCUMENT NO. 131492;
- L) 239.035 ACRES OF RECORD IN DOCUMENT NO. 125890;
- M) 59.828 ACRES OF RECORD IN DOCUMENT NO. 126555;
- N) 252.85 ACRES OF RECORD IN DOCUMENT NO. 124324;
- O) 133.84 ACRES OF RECORD IN DOCUMENT NO. 132453;

SAID 2357.9 ACRES OF LAND ALSO INCLUDES ALL THE AREA WITHIN THE EXISTING RIGHTS-OF-WAY OF CALDWELL COUNTY ROAD NO. 238 (VALLEY WAY DRIVE) AND FARM TO MARKET ROAD 1984 AS USED ON-THE-GROUND WHICH ARE CONTAINED WITHIN THE FOLLOWING METES AND BOUNDS DESCRIPTION; **SAVE AND EXCEPT THEREFROM** THAT CERTAIN 1.790 ACRE TRACT OF LAND CONVEYED TO BARBARA KINKADE BY DEED OF RECORD IN VOLUME 206, PAGE 238 AND THAT CERTAIN 15.354 ACRE REMAINDER OF A 129 ACRE (FIRST TRACT) AND 120 ACRE (SECOND TRACT) OF LAND CONVEYED TO ROBERT W. SHANNON, KAREN S. MORELAND, DONNA S. ANDREW AND PAUL B. SHANNON BY DEEDS OF RECORD IN VOLUME 255, PAGE 169, VOLUME 256, PAGE 261, VOLUME 335, PAGE 768, AND VOLUME 371, PAGE 837, ALL OF SAID OFFICIAL PUBLIC RECORDS; SAID 2357.9 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN TWO (2) PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 - 1206.6 ACRES

BEGINNING, at a 5/8 in iron rod at the intersection of the southerly right-of-way line of the Union Pacific Railroad and the southwesterly right-of-way line of Valley Way Drive (R.O.W. varies), being the northeasterly corner of said 91.99 acre tract, for the northeasterly corner hereof;

THENCE, S41°17'23"E, leaving the southerly right-of-way line of the Union Pacific Railroad, along the southwesterly right-of-way line of Valley Way Drive, being the northeasterly line of said 91.99 acre tract, for the northeasterly line hereof, a distance of 2788.12 feet to a 5/8 inch iron rod in the northwesterly line of a 130.59 acre tract of land, conveyed to David Matthew Best by Deed of record in Volume 269, Page 127 of said Official Public Records, being the easterly corner of said 91.99 acre tract and hereof;

THENCE, S48°21'22"W, leaving the southwesterly right-of-way line of Valley Way Drive, along the northwesterly line of said 130.59 acre tract, being the southeasterly line of said 91.99 acre tract, for a portion of the southeasterly line hereof, a distance of 1361.88 feet to the southerly corner of said 91.99 acre tract and the northerly corner of said 4.56 acre tract, for an angle point hereof;

THENCE, leaving the southerly corner of said 91.99 acre tract, along the northeasterly and southeasterly lines of said 4.56 acre tract, for a portion of the southeasterly line hereof, the following two (2) courses and distances:

- 1) S41°07'40"E, a distance of 322.45 feet to a 5/8 inch iron rod for the easterly corner of said 4.56 acre tract, and an angle point hereof;
- 2) S48°22'55"W, a distance of 616.59 feet to the southerly corner of said 4.56 acre tract, being a northwesterly corner of said 130.59 acre tract, in the northeasterly line of an eight (8) yard by one-hundred ten (110) yard Strip of land reserved to O.M. Hoffman by Deed of record in Volume 229, Page 244 of said Official Public Records, said Strip also being described as part of Tract II, in a Deed to Hoffman Family Trust 1994, of record in Volume 127, Page 436 of said Official Public Records, for an angle point hereof;

THENCE, along a portion of the northeasterly, northwesterly, and southwesterly lines of said Strip, being a portion of the southwesterly line of said 4.56 acre tract, and a portion of the southeasterly line of said 87.92 acre tract, for a portion of the southeasterly line hereof, the following three (3) courses and distances:

- 1) N41°10'09"W, a distance of 11.86 feet to the northerly corner of said Strip, for an angle point hereof;
- 2) S48°19'26"W, a distance of 23.99 feet to the westerly corner of said Strip, for an angle point hereof;

- 3) S41°19'42"E, a distance of 329.93 feet to an iron rod with "UDG" cap in the northwesterly line of a 111.482 acre tract of land conveyed to Henry E. McCulloch, Jr. and wife, Barbara J. McCulloch by Deed of record in Volume 504, Page 634 of said Official Public Records, being the southerly corner of said Strip and the most southeasterly corner of said 87.92 acre tract, for an angle point hereof;

THENCE, S48°20'39"W, leaving the southwesterly line of said Strip, along a portion of the southeasterly line of said 87.92 acre tract, and the southeasterly line of said 99.03 acre tract, being a portion of the northwesterly line of said 111.482 acre tract and a portion of the northwesterly line of a 9.41 acre tract of land conveyed to Henry E. McCulloch, Jr. and wife, Barbara J. McCulloch by Deed of record in Volume 511, Page 13 of said Official Public Records, for a portion of the southeasterly line hereof, a distance of 3046.71 feet to the southerly corner of said 99.03 acre tract being in the northeasterly line of said 573.65 acre tract, and the northwesterly corner of said 9.41 acre tract, for an angle point hereof;

THENCE, leaving the southeasterly line of said 99.03 acre tract, along a portion of the northwesterly and southwesterly lines of said 9.41 acre tract, and a portion of the northeasterly line of said 573.65 acre tract, for a portion of the southeasterly line hereof, the following three (3) courses and distances:

- 1) S41°34'50"E, a distance of 19.14 feet to an angle point hereof;
- 2) S48°56'20"W, a distance of 161.89 feet to an iron rod with "carter & burgess" cap for an angle point hereof;
- 3) S41°36'05"E, a distance of 1522.35 feet to the southerly corner of said 9.41 acre tract in the northwesterly right-of-way line of State Highway 142 (R.O.W. varies), for the easterly corner of said 573.65 acre tract, and an angle point hereof;

THENCE, leaving the southwesterly line of said 9.41 acre tract, along the northwesterly right-of-way line of State Highway 142, along a portion of the southeasterly line of said 573.65 acre tract, for a portion of the southeasterly line hereof, the following six (6) courses and distances:

- 1) S48°50'36"W, a distance of 1342.09 feet to the point of curvature of a non-tangent curve to the left;
- 2) Along said curve, having a radius of 11535.16 feet, a central angle of 02°03'00", an arc length of 412.72 feet and a chord which bears, S47°48'06"W, a distance of 412.70 feet to the end of said curve;

- 3) S46°50'18"W, a distance of 148.55 feet to the point of curvature of a non-tangent curve to the right;
- 4) Along said curve, having a radius of 11393.65 feet, a central angle of 02°03'02", an arc length of 407.78 feet and a chord which bears, S47°48'07'W, a distance of 407.76 feet to the end of said curve;
- 5) S48°51'00"W, a distance of 1315.11 feet to the point of curvature of a non-tangent curve to the right;
- 6) Along said curve, having a radius of 11,389.16 feet, a central angle of 00°37'29", an arc length of 124.18 feet and a chord which bears, S49°09'26'W, a distance of 124.18 feet to the point of curvature of a non-tangent curve to the left, for the most southerly corner hereof;

THENCE, leaving said northwesterly right-of-way line of State Highway 142, over and across said 573.65 acre tract, for a portion of the southwesterly line hereof, along the approximate Martindale City Limit Line, the following four (4) courses and distances:

- 1) Along said curve, having a radius of 2746.11 feet, a central angle of 26°52'25", an arc length of 1288.01 feet and a chord which bears, N53°46'19'W, a distance of 1276.24 feet to the end of said curve;
- 2) N69°22'30"W, a distance of 631.48 feet to an angle point hereof;
- 3) S69°38'20"W, a distance of 374.12 feet to an angle point hereof;
- 4) N65°05'35"W, a distance of 871.31 feet to a point in the southeasterly line of a 137 acre tract of land conveyed to John Mac Mauldin by Deed of record in Volume 359, Page 673 of said Official Public Records, and the northwesterly line of said 573.65 acre tract, for an angle point hereof;

THENCE, along a portion of the southeasterly line and the northeasterly line of said 137 acre tract, and the northwesterly line of said 573.65 acre tract, for a portion of the southwesterly line hereof, the following two (2) courses and distances:

- 1) N49°05'19"E, a distance of 1820.68 feet to an iron pipe for the easterly corner of said 137 acre tract, the westerly corner of said 573.65 acre tract, and an angle point hereof;

- 2) N40°56'06"W, a distance of 1177.53 feet to a point in the southeasterly line of a 167.96 acre tract of land conveyed to Conrads Herbert Inc. by Deed of record in Volume 346, Page 76 of said Official Public Records, being the northerly corner of said 137 acre tract, the northwesterly corner of said 573.65 acre tract, and an angle point hereof;

THENCE, N48°54'41"E, leaving the northeasterly line of said 137 acre tract, along a portion of the common southeasterly line of said 167.96 acre tract and a portion of the northwesterly line of said 573.65 acre tract, for a portion of the southwesterly line hereof, a distance of 42.46 feet to the most easterly corner of said 167.96 acre tract, and the southerly corner of said 224.83 acre tract, for an angle point hereof;

THENCE, leaving the northwesterly line of said 573.65 acre tract, along the common line of said 167.96 acre tract and said 224.83 acre tract, for a portion of the southwesterly line hereof, the following eight (8) courses and distances:

- 1) N12°19'50"W, a distance of 294.36 feet to an angle point;
- 2) N00°34'24"E, a distance of 227.61 feet to an angle point;
- 3) N36°30'21"W, a distance of 285.03 feet to an angle point;
- 4) N56°28'57"W, a distance of 234.92 feet to an angle point;
- 5) N50°20'48"W, a distance of 99.62 feet to an angle point;
- 6) N27°15'48"W, a distance of 102.46 feet to an angle point;
- 7) N22°50'14"W, a distance of 255.49 feet to the westerly corner of said 224.83 acre tract, for an angle point hereof;
- 8) N43°45'31"E, a distance of 190.62 feet to the southerly corner of said 339.31 acre tract, for an angle point hereof;

THENCE, leaving the northwesterly line of said 224.83 acre tract, along the common line of said 167.96 acre tract and said 339.31 acre tract, for a portion of the southwesterly line hereof, the following two (2) courses and distances:

- 1) N39°23'33"W, a distance of 241.44 feet to an angle point;
- 2) N26°29'00"W, a distance of 668.42 feet to the easterly corner of a 213.451 acre tract of land conveyed to Curby Ohnheiser by Deed of record in Volume 178, Page 184 of said Official Public Records, for an angle point hereof;

THENCE, along a portion of the common northeasterly line of said 213.451 acre tract and the southwesterly line of said 339.31 acre tract, for a portion of the southwesterly line hereof, the following three (3) courses and distances:

- 1) N16°07'11"W, a distance of 819.56 feet to an angle point;
- 2) N13°49'18"W, a distance of 655.20 feet to an angle point;
- 3) N09°25'58"W, a distance of 163.84 feet to the southerly corner of a 49.82 acre tract of land conveyed to David J. Huffman by Deed of record in Volume 527, Page 292 of said Official Public Records, for the most westerly corner of said 339.31 acre tract and hereof;

THENCE, along the southeasterly and northeasterly lines of said 49.82 acre tract and the northwesterly line of said 339.31 acre tract, for the northwesterly line hereof, the following four (4) courses and distances:

- 1) N48°42'42"E, a distance of 1780.59 feet to a pk nail in a fence post;
- 2) N41°04'53"W, a distance of 664.10 feet to a pk nail in a fence post;
- 3) N48°44'06"E, a distance of 1261.08 feet to the most easterly corner of said 49.82 acre tract;
- 4) N42°14'20"W, a distance of 275.49 feet to the northeasterly corner of said 49.82 acre tract and northwesterly corner of said 339.31 acre tract, in the southerly right-of-way line of the Union Pacific Railroad, for the northwesterly corner hereof;

THENCE, leaving the northeasterly line of said 49.82 acre tract, along a portion of the southerly right-of-way line of the Union Pacific Railroad, and a portion of the northerly line and northeasterly line of said 339.31 acre tract, for a portion of the northerly line hereof, the following two (2) courses and distances:

- 1) S87°55'54"E, a distance of 3775.29 feet to an iron rod for the northeasterly corner of said 339.31 acre tract, and an angle point hereof;
- 2) S41°18'02"E, a distance of 62.32 feet to an iron rod for the northwesterly corner of said 91.99 acre tract, and an angle point hereof;

THENCE, leaving the northeasterly line of said 339.31 acre tract, along a portion of the southerly right-of-way line of the Union Pacific Railroad, the southerly right-of-way line of said Valley Way Drive, and the northerly line of said 91.99 acre tract, for a portion of the northerly line hereof, the following three (3) courses and distances:

- 1) S88°18'23"E, a distance of 870.54 feet to an iron rod for an angle point hereof;
- 2) N82°39'41"E, a distance of 454.88 feet to an angle point hereof;
- 3) N81°46'58"E, a distance of 126.52 feet to the **POINT OF BEGINNING**, and containing an area of 1206.6 acres of land, more or less, within these metes and bounds.

PART 2 - 1151.3 ACRES

BEGINNING, at an iron rod with "UDG" cap found in the southwesterly right-of-way line of Valley Way Drive (R.O.W. varies) for the northerly corner of a 1.82 acre tract of land conveyed to Jethery Bohannon Et. Ux. By deed of record in Volume 240, Page 435 of said Official Public Records, the southeasterly corner of said 133.84 acre tract, and an angle point hereof;

THENCE, S49°38'37"W, leaving the southwesterly right-of-way line of Valley Way Drive, along the common line of said 1.82 acre tract and said 133.84 acre tract, a distance of 409.77 feet to a point in the northerly right-of-way line of the Union Pacific Railroad (100' R.O.W.);

THENCE, N87°55'45"W, along the northerly right-of-way of said Railroad, a distance of 1952.56 feet to a point for the southwesterly corner of said 133.84 acre tract and the southeasterly corner of a 22.1 acre tract of land conveyed to Abel Garza Et. Ux. By deed of record in Volume 96, Page 683 of said Official Public Records;

THENCE, leaving the northerly right-of-way of said Railroad, along the common line of said 133.84 acre tract and said 22.1 acre tract, the following two (2) courses and distances:

- 1) N01°23'47"E, a distance of 217.61 feet to and iron rod for an angle point hereof;
- 2) N41°22'34"W, a distance of 2440.88 feet to a fence corner post in the southeasterly right-of-way line of F.M. 1984 (80' R.O.W.) for the northerly corner of said 22.1 acre tract, the easterly corner of said 133.84 acre tract, and an angle point hereof;

THENCE, N41°36'44"W, leaving the northerly corner of said 22.1 acre tract, over and across F.M. 1984, a distance of 80.09 feet to a point in the northwesterly right-of-way line of F.M. 1984, and the southeasterly line of said 252.85 acre tract, for an angle point hereof;

THENCE, S48°23'16"W, a distance of 1345.17 feet to an iron rod with "LENZ" cap in the southeasterly line of said 252.85 acre tract and the easterly corner of a 40.0 acre tract of land conveyed to Myrna Lopez by deed of record in Document No. 122023 of said Official Public Records, for an angle point hereof;

THENCE, leaving the northerly right-of-way line of F.M. 1984, along the common line of said 252.85 acre tract and said 40.0 acre tract, the following sixteen (16) courses and distances:

- 1) N34°21'01"W, a distance of 110.36 feet to an iron rod with "LENZ" cap;
- 2) N19°39'31"W, a distance of 293.22 feet to an iron rod with "LENZ" cap;
- 3) N03°15'11"W, a distance of 82.66 feet to an angle point;
- 4) N36°52'22"E, a distance of 33.25 feet to an angle point;
- 5) N03°46'05"W, a distance of 515.85 feet to an angle point;
- 6) N09°53'30"W, a distance of 29.53 feet to an angle point;
- 7) N42°29'18"E, a distance of 23.22 feet to an angle point;
- 8) N09°28'01"E, a distance of 66.25 feet to an angle point;
- 9) N07°00'01"W, a distance of 164.91 feet to an angle point;
- 10) N13°52'24"W, a distance of 144.68 feet to an angle point;
- 11) N21°57'50"W, a distance of 90.39 feet to an angle point;
- 12) N10°37'25"W, a distance of 153.12 feet to an angle point;
- 13) N23°21'47"W, a distance of 161.89 feet to an iron rod with "LENZ" cap;
- 14) N41°34'57"W, a distance of 172.18 feet to an iron rod with "LENZ" cap for the northerly corner of said 40.0 acre tract;
- 15) S48°21'01"W, a distance of 1431.20 feet to an iron rod with "LENZ" cap for the westerly corner of said 40.0 acre tract;

16) S41°38'18"E, a distance of 1735.64 feet to an iron rod with "LENZ" cap for the southerly corner of said 40.0 acre tract, in the northwesterly right-of-way line of F.M. 1984 for an angle point of said 252.85 acre tract and hereof;

THENCE, S48°21'42"W, leaving the southerly corner of said 40.0 acre tract, along the northwesterly right-of-way line of F.M. 1984, a distance of 592.58 feet to the southerly corner of said 252.85 acre tract, in the northeasterly line of Fehlis Revised Addition to Reedville, of record in Volume 27, Page 368, of the Deed Records of said County, for an angle point;

THENCE, N41°22'43"W, leaving the northwesterly right-of-way line of F.M. 1984, along the southwesterly line of said 252.85 acre tract, a portion of the northeasterly line of said Fehlis Revised Addition, and a portion of the northeasterly line of a 56.52 acre tract of land conveyed to Southern Pecan Plantation Mobile Home Park, Inc., by deed of record in Volume 79, Page 369, of said Official Public Records, a distance of 3152.26 feet to an aluminum disk in concrete for the northerly corner of said 56.52 acre tract, the westerly corner of said 252.85 acre tract and hereof;

THENCE, N48°46'59"E, along the northwesterly line of said 252.85 acre tract, a distance of 4120.83 feet to point in the southwesterly right-of-way line of William Pettus Road (R.O.W. varies) for the northerly corner of said 252.85 acre tract;

THENCE, S40°53'44"E, along the southwesterly right-of-way line of William Pettus Road and northeasterly line of said 252.85 acre tract, a distance of 2659.70 feet to the point of curvature of a non-tangent curve to the left at the intersection of the southwesterly right-of-way line of William Pettus Road and the northwesterly right-of-way line of F.M. 1984;

THENCE, leaving the southwesterly right-of-way line of William Pettus Road, along the curving northwesterly right-of-way line of F.M. 1984 and southeasterly line of said 252.85 acre tract, the following three (3) courses and distances:

- 1) Along said curve to the left having a radius of 756.20 feet, a central angle of 22°14'32", an arc length of 293.56 feet, and a chord which bears, S09°41'28"W, a distance of 291.72 feet to the end of said curve;
- 2) S01°25'48"E, a distance of 53.10 feet to the point of curvature of a non-tangent curve to the right;
- 3) Along said non-tangent curve to the right having a radius of 676.20 feet, a central angle of 49°28'14", an arc length of 583.85 feet, and a chord which bears, S23°18'19"W, a distance of 565.88 feet to a TxDOT concrete monument at the end of said curve;

THENCE, S41°36'44"E, leaving the southeasterly line of said 252.85 acre tract and northwesterly right-of-way line of F.M. 1984, over and across F.M. 1984, a distance of 79.92 feet to an angle point in the southeasterly right-of-way line of F.M. 1984, and the northwesterly line of said 133.84 acre tract;

THENCE, N48°22'36"E, along the northwesterly line of said 133.84 acre tract, being a portion of the southeasterly right-of-way line of F.M. 1984 and a portion of the southeasterly right-of-way line of Valley Way Drive (50' R.O.W.), a distance of 765.39 feet to northerly corner of said 133.84 acre tract in the southwesterly right-of-way line of Valley Way Drive (R.O.W. varies);

THENCE, N48°53'36"E, leaving the northerly corner of said 133.84 acre tract, over and across said Valley Way Drive, a distance of 51.66 feet to an angle point in the northeasterly right-of-way line of Valley Way Drive and the southwesterly line of said 69.19 acre tract;

THENCE, N41°06'24"W, along the northeasterly right-of-way line of Valley Way Drive, a distance of 477.14 feet to an angle point at the intersection of the northeasterly right-of-way line of Valley Way Drive and the southeasterly right-of-way line of F.M. 1984;

THENCE, leaving the northeasterly right-of-way line of Valley Way Drive, along a portion of southeasterly right-of-way line of F.M. 1984 and northwesterly line of said 69.19 acre tract, the following two (2) courses and distances:

- 1) Along a non-tangent curve to the right having a radius of 676.09 feet, a central angle of 26°42'34", an arc length of 315.17 feet, and a chord which bears, N35°06'01"E, a distance of 312.33 feet to the end of said curve;
- 2) N48°30'35"E, a distance of 2278.26 feet to an angle point hereof;

THENCE, N41°29'25"W, leaving the northwesterly line of said 69.19 acre tract, over and across F.M. 1984, a distance of 80.30 feet to the southerly corner of said 120.75 acre tract in the northwesterly right-of-way line of F.M. 1984;

THENCE, leaving the northwesterly right-of-way line of F.M. 1984, along the irregular southwesterly line of said 120.75 acre tract, the following seven (7) courses and distances:

- 1) N41°29'56"W, a distance of 1298.87 feet to an angle point of said 120.75 acre tract and hereof;

- 2) S48°31'19"W, a distance of 1130.21 feet to an iron rod found for angle point of said 120.75 acre tract and the northerly corner of a 13.02 acre tract of land conveyed to Kristin Kocurek by deed of record in Volume 515, Page 161 of said Official Public Records;
- 3) N41°26'45"W, a distance of 376.48 feet to an iron rod found for angle point of said 120.75 acre tract and hereof;
- 4) N41°04'25"W, a distance of 250.72 feet to an iron rod found for angle point of said 120.75 acre tract and hereof;
- 5) N41°11'04"W, a distance of 250.71 feet to an iron rod found for angle point of said 120.75 acre tract and hereof;
- 6) N41°09'44"W, a distance of 386.22 feet to an iron rod found for angle point of said 120.75 acre tract and hereof;
- 7) N40°53'52"W, a distance of 222.60 feet to a fence post found in the southeasterly line of a 10 acre tract of land conveyed to Tanya Moran by deed of record in Volume 287, Page 564 of said Official Public Records, for the northerly corner of a 1.001 acre tract of land conveyed to Vincent J. Bustos by deed of record in Volume 574, Page 1 of said Official Public Records, and the westerly corner of said 120.75 acre tract;

THENCE, N48°47'31"E, along the northwesterly line of said 120.75 acre tract, a distance of 2437.59 feet to an iron rod for the easterly corner of a 90.014 acre tract of land conveyed to Kenneth R. Kent by deed of record in Volume 428, Page 79 of the Deed Records of said County, the northerly corner of said 120.75 acre tract, and in the southwesterly line of Lot 9, Block B, Koeglar Hills, a subdivision of record in Cabinet A, Slide 50 of the Plat Records of said County;

THENCE, S42°00'07"E, along the northeasterly line of said 120.75 acre tract and the southwesterly line of said Koeglar Hills Subdivision, a distance of 895.37 feet to an iron rod for an angle point of said 120.75 acre tract and hereof;

THENCE, S41°15'14"E, continuing along the northeasterly line of said 120.75 acre tract and the southwesterly line of said Koeglar Hills Subdivision, a distance of 1663.51 feet to the easterly corner of said 120.75 acre tract, in the southwesterly line of Lot 3C of the Replat of Lots 3 and 4, Block B Koeglar Hills Subdivision, of record in Cabinet B, Slide 19 of the Plat Records of said County and the northerly corner of an old cemetery (no recording information found);

THENCE, leaving said Lot 3C, along the common line of said 120.75 acre tract and said old cemetery, the following four (4) courses and distances:

- 1) S48°44'49"W, a distance of 59.99 feet to an angle point;
- 2) S41°15'11"E, a distance of 29.00 feet to an angle point;
- 3) S48°44'49"W, a distance of 355.50 feet to an angle point;
- 4) S41°15'11"E, a distance of 189.19 feet to the southerly corner of said old cemetery for an angle point of said 120.75 acre tract and hereof in the northwesterly right-of-way line of F.M. 1984;

THENCE, S48°36'20"W, along the northwesterly right-of-way line of F.M. 1984 and southeasterly line of said 120.75 acre tract, a distance of 592.28 feet to an angle point;

THENCE, S41°23'40"E, leaving the southeasterly line of said 120.75 acre tract, over and across F.M. 1984, a distance of 79.79 feet to an iron rod for the northerly corner of said 69.19 acre tract and the westerly corner of a 3.67 acre tract of land conveyed to Arthur D. Ehrlich and Mary L Ehrlich by deed of record in Volume 179, Page 507 of said Official Public Records;

THENCE, leaving the southeasterly right-of-way line of F.M. 1984, along the common line of said 69.19 acre tract and said 3.67 acre tract, the following two (2) courses and distances:

- 1) S41°22'11"E, a distance of 399.75 feet to steel fence corner post;
- 2) N48°31'55"E, a distance of 397.74 feet to an iron rod for the easterly corner of said 3.67 acre tract;

THENCE, S41°27'50"E, along the northeasterly line of said 69.19 acre tract, a distance of 568.68 feet to a steel fence post in the southwesterly line of Lot 6, Block 1 of Castle Hill Subdivision Phase I, a subdivision of record in Book A, Page 181 of the Plat Records of said County;

THENCE, leaving the southeasterly line of said Castle Hill Subdivision, along the southeasterly line of said 69.19 acre tract, the following eight (8) courses and distances:

- 1) S48°41'00"W, a distance of 786.26 feet to an angle point;
- 2) S47°55'14"W, a distance of 85.90 feet to an angle point;
- 3) S49°18'20"W, a distance of 589.25 feet to an angle point;
- 4) S48°01'10"W, a distance of 232.56 feet to a fence post;
- 5) S47°58'05"W, a distance of 345.92 feet to an angle point;

- 6) S47°46'45"W, a distance of 446.89 feet to an angle point;
- 7) S48°19'28"W, a distance of 438.49 feet to an angle point;
- 8) S48°07'05"W, a distance of 367.04 feet to fence corner post for the southerly corner of said 69.19 acre tract in the northeasterly right-of-way line of Valley Way Drive;

THENCE, S48°38'56"W, leaving the southerly corner of said 69.19 acre tract, over and across Valley View Drive, a distance of 49.85 feet to a point in the northeasterly line of said 133.84 acre tract and the southwesterly right-of-way line of Valley Way Drive;

THENCE, along the northeasterly line of said 133.84 acre tract and the southwesterly right-of-way line of Valley Way Drive, the following two (2) courses and distances;

- 1) S41°21'04"E, a distance of 1129.59 feet to a fence post;
- 2) S41°40'38"E, a distance of 1273.02 feet to an angle point;

THENCE, N48°19'22"E, leaving the northeasterly line of said 133.84 acre tract, over and across Valley View Drive, a distance of 61.02 feet to the easterly corner of said 239.035 acre tract in the northeasterly right-of-way line of Valley View Drive;

THENCE, along a portion of the northwesterly line of said 239.035 acre tract, the following three (3) courses and distances:

- 1) N48°15'16"E, a distance of 2761.12 feet to an angle point;
- 2) S41°47'43"E, a distance of 274.43 feet to a fence corner post;
- 3) N48°40'03"E, a distance of 976.49 feet to an iron rod for the southerly corner of said 70.540 acre tract;

THENCE, N40°19'04"W, leaving the northwesterly line of said 239.035 acre tract, along the southwesterly line of said 70.540 acre tract, a distance of 904.98 feet to an iron rod with "RL Surveying" cap for the easterly corner of said 70.540 acre tract, in the southeasterly line of said 49.325 acre tract;

THENCE, S49°05'23"W, leaving the southwesterly line of said 70.540 acre tract, along the southeasterly line of said 49.325 acre tract, a distance of 500.65 feet to an iron rod with "UDG 2433" cap for the southerly corner of said 49.325 acre tract;

THENCE, along the southwesterly line of said 49.325 acre tract, the following two (2) courses and distances:

- 1) N40°38'48"W, a distance of 400.80 feet to an iron rod with "UDG 2433" cap;
- 2) N40°43'42"W, a distance of 1287.69 feet to an iron rod for the southerly corner of Lot 6 of said Castle Hill Subdivision;

THENCE, N48°32'31"E, along the northwesterly lines of said 49.325 acre tract, said 49.330 acre tract, and said 47.271 acre tract, a distance of 3425.74 feet to an iron rod for the northwesterly corner of said 47.271 acre tract;

THENCE, along a portion of the northerly line of said 47.271 acre tract, the following three (3) courses and distances:

- 1) S41°01'56"E, a distance of 227.58 feet to an iron rod;
- 2) S85°53'10"E, a distance of 183.60 feet to an angle point;
- 3) N43°11'02"E, a distance of 271.56 feet to the northeasterly corner of said 47.271 acre tract in the southwesterly right-of-way line of F.M. 1966 (80' R.O.W.);

THENCE, S40°51'42"E, along the southwesterly right-of-way line of F.M. 1966, a distance of 1367.14 feet to the easterly corner of said 47.271 acre tract and northerly corner of a 1.0 acre tract of land conveyed to John M. Salazar Et. Ux. By deed of record in Volume 424, Page 100 of the Deed Records of said County;

THENCE, S48°43'20"W, leaving the southwesterly right-of-way line of F.M. 1966, along a portion of the southeasterly line of said 47.271 acre tract, a distance of 348.84 feet to an iron rod for the northwesterly corner of said 70.540 acre tract and the westerly corner of a 1.041 acre tract conveyed to Kelly J. Cansler Et. Ux. By deed of record in Volume 64, Page 782 of said Official Public Records;

THENCE, along the southerly lines of said 1.041 acre tract and the northerly lines of said 70.540 acre tract, the following two (2) courses and distances:

- 1) S41°01'59"E, a distance of 256.81 feet to an iron rod;
- 2) N47°37'30"E, a distance of 350.89 feet to an iron rod for the easterly corner of said 1.041 acre tract and the northeasterly corner of said 70.540 acre tract in the southwesterly right-of-way line of F.M. 1966;

THENCE, S41°14'17"E, along a portion of the southwesterly right-of-way line of F.M. 1966, a distance of 742.57 feet to an iron rod for the easterly corner of said 70.540 acre tract and the northerly corner of said 55.669 acre tract;

THENCE, S41°23'23"E, continuing along a portion of the southwesterly right-of-way line of F.M. 1966, a distance of 644.74 feet to the easterly corner of said 55.669 acre tract and the northerly corner of the remaining 2.437 acre tract of land conveyed to Barbara Kinkade and Life Estate reserved by Margaret Ann Wackerhagen by deed of record in Volume 507, Page 721 of said Official Public Records;

THENCE, leaving the southwesterly right-of-way line of F.M. 1966, along a portion of the irregular easterly line of said 55.669 acre tract and the westerly line of said 2.437 acre tract, the following seven (7) courses and distances:

- 1) S54°55'11"W, a distance of 457.51 feet to an angle point;
- 2) S39°04'07"E, a distance of 26.01 feet to an angle point;
- 3) S21°40'50"E, a distance of 95.81 feet to an angle point;
- 4) S80°14'00"W, a distance of 44.90 feet to an angle point;
- 5) S15°41'02"E, a distance of 84.10 feet to an angle point;
- 6) S27°21'59"E, a distance of 112.74 feet to a 1/2 inch iron rod;
- 7) S28°12'49"E, a distance of 210.26 feet to an 1/2 inch iron rod for the southerly corner of a 3.569 acre tract of land described in a deed to Barbara K. Warrens of record in Volume 232, Page 423 of said Official Public records;

THENCE, S48°42'23"W, along the southeasterly line of said 55.669 acre tract, a distance of 1852.73 feet to an iron rod in the northeasterly line of said 239.035 acre tract;

THENCE, along a portion of the northeasterly line of said 239.035 acre tract, the following three (3) courses and distances:

- 1) S41°02'56"E, a distance of 387.22 feet to an iron rod;
- 2) S41°06'40"E, a distance of 312.60 feet to an iron rod;
- 3) S40°42'48"E, a distance of 542.32 feet to a fence corner post for the easterly corner of said 239.035 acre tract and an angle point in the westerly line of said 59.828 acre tract;

THENCE, leaving the easterly corner of said 239.035 acre tract, along a portion of the westerly and northerly lines of said 59.828 acre tract, the following three (3) courses and distances:

- 1) S41°34'25"E, a distance of 151.16 feet to an iron rod;
- 2) N48°34'31"E, a distance of 610.04 feet to an iron rod for the northerly corner of said 59.828 acre tract;
- 3) S41°33'19"E, a distance of 1565.45 feet to the easterly corner of said 59.828 acre tract, in the curving northerly right-of-way line of the Union Pacific Railroad;

THENCE, along the easterly line of said 59.828 acre tract and the northerly right-of-way line of the Union Pacific Railroad, the following three (3) courses and distances:

- 1) Along a non-tangent curve to the left having a radius of 2786.27 feet, a central angle of 17°52'26", an arc length of 869.20 feet, and a chord which bears, S86°07'28"W, a distance of 865.68 feet to the end of said curve;
- 2) Along a non-tangent curve to the left having a radius of 3832.81 feet, a central angle of 06°04'35", an arc length of 406.47 feet, and a chord which bears, S73°32'28"W, a distance of 406.28 feet to the end of said curve;
- 3) S69°58'41"W, a distance of 2776.15 feet to an iron rod for the southerly corner of said 59.828 acre tract and an angle point in the easterly line of said 239.035 acre tract;

THENCE, along the easterly line of said 239.035 acre tract and the northerly right-of-way line of the Union Pacific Railroad, the following four (4) courses and distances:

- 1) S69°58'41"W, a distance of 92.94 feet to an angle point;
- 2) Along a non-tangent curve to the right having a radius of 3336.89 feet, a central angle of 06°13'09", an arc length of 362.21 feet, and a chord which bears, S72°55'53"W, a distance of 362.03 feet to the end of said curve;
- 3) Along a non-tangent curve to the right having a radius of 2825.30 feet, a central angle of 14°00'59", an arc length of 691.16 feet, and a chord which bears, S83°18'28"W, a distance of 689.44 feet to the end of said curve;
- 4) Along a non-tangent curve to the right having a radius of 55687.93 feet, a central angle of 00°48'17", an arc length of 782.17 feet, and a chord which bears, N88°10'00"W, a distance of 782.15 feet to the end of said curve at the intersection of the northerly right-of-way line of the Union Pacific Railroad and the northeasterly right-of-way line of Valley Way Drive;

THENCE, N41°20'20"W, leaving the northerly right-of-way line of the Union Pacific Railroad, along the northeasterly right-of-way line of Valley Way Drive and southerly line of said 239.035 acre tract, a distance of 429.48 feet to an angle point;

THENCE, S48°39'40"W, leaving southerly line of said 239.035 acre tract, over and across Valley Way Drive a distance of 51.67 feet to the **POINT OF BEGINNING**, containing an area of 1168.438 acres (50,897,146 square feet) of land, more or less; within these metes and bounds, **SAVE AND EXCEPT THEREFROM** the aforementioned 15.354 acre tract of land described as follows:

COMMENCING, at a 1/2 inch iron rod found in northerly right-of-way line of the Union Pacific Railroad for the southerly corner of said 59.828 acre tract and being in the easterly line of said 239.035 acre tract;

THENCE, N45°14'35"W, leaving the northerly right-of-way line of the Union Pacific Railroad and the southerly corner of said 59.828 acre tract, over and across said 239.035 acre tract, a distance of 944.36 feet to the **POINT OF BEGINNING**, being the southerly corner of said 15.354 acre tract and hereof;

THENCE, along the common lines of said 239.035 acre tract, said 15.354 acre tract and hereof, the following four (4) courses and distances:

- 1) N41°44'44"W, a distance of 760.00 feet to a point for the westerly corner of said 15.354 acre tract and hereof;
- 2) N48°15'16"E, a distance of 880.00 feet to a point for the northerly corner of said 15.354 acre tract and hereof;
- 3) S41°44'44"E, a distance of 760.00 feet to a point for the easterly corner of said 15.354 acre tract and hereof;
- 4) N48°15'16"E, a distance of 880.00 feet to the **POINT OF BEGINNING**, containing an area of 15.354 acres (668,800 square feet) of land, more or less, within these metes and bounds and **FURTHER SAVE AND EXCEPT THEREFROM** the aforementioned the 1.790 acre tract of land described as follows;;

COMMENCING, at a fence corner post for the northerly corner of said 239.035 acre tract, being an angle point in the easterly line of said 70.540 acre tract;

THENCE, N31°58'37"W, leaving the northerly corner of said 239.035 acre tract, over and across said 70.540 acre tract, a distance of 176.88 feet to a fence corner post for the **POINT OF BEGINNING**, being the easterly corner of said 1.790 acre tract and hereof;

THENCE, along the common lines of said 70.540 acre tract, said 1.790 acre tract and hereof, the following four (4) courses and distances:

- 1) S60°20'34"W, a distance of 237.04 to a fence corner post for the southerly corner of said 1.790 acre tract and hereof;
- 2) N32°55'40"W, a distance of 267.87 feet to a 1/2 inch iron rod for the westerly corner of said 1.790 acre tract and hereof;
- 3) N49°02'47"E, a distance of 297.06 feet to a 1/2 inch iron rod for the northerly corner of said 1.790 acre tract and hereof;
- 4) S22°49'48"E, a distance of 327.95 feet to the **POINT OF BEGINNING**, containing an area of 1.790 acres (77,991 square feet) of land, more or less, within these metes and bounds, leaving a **TOTAL NET AREA** of 1151.3 acres of land, more or less, within these metes and bounds.

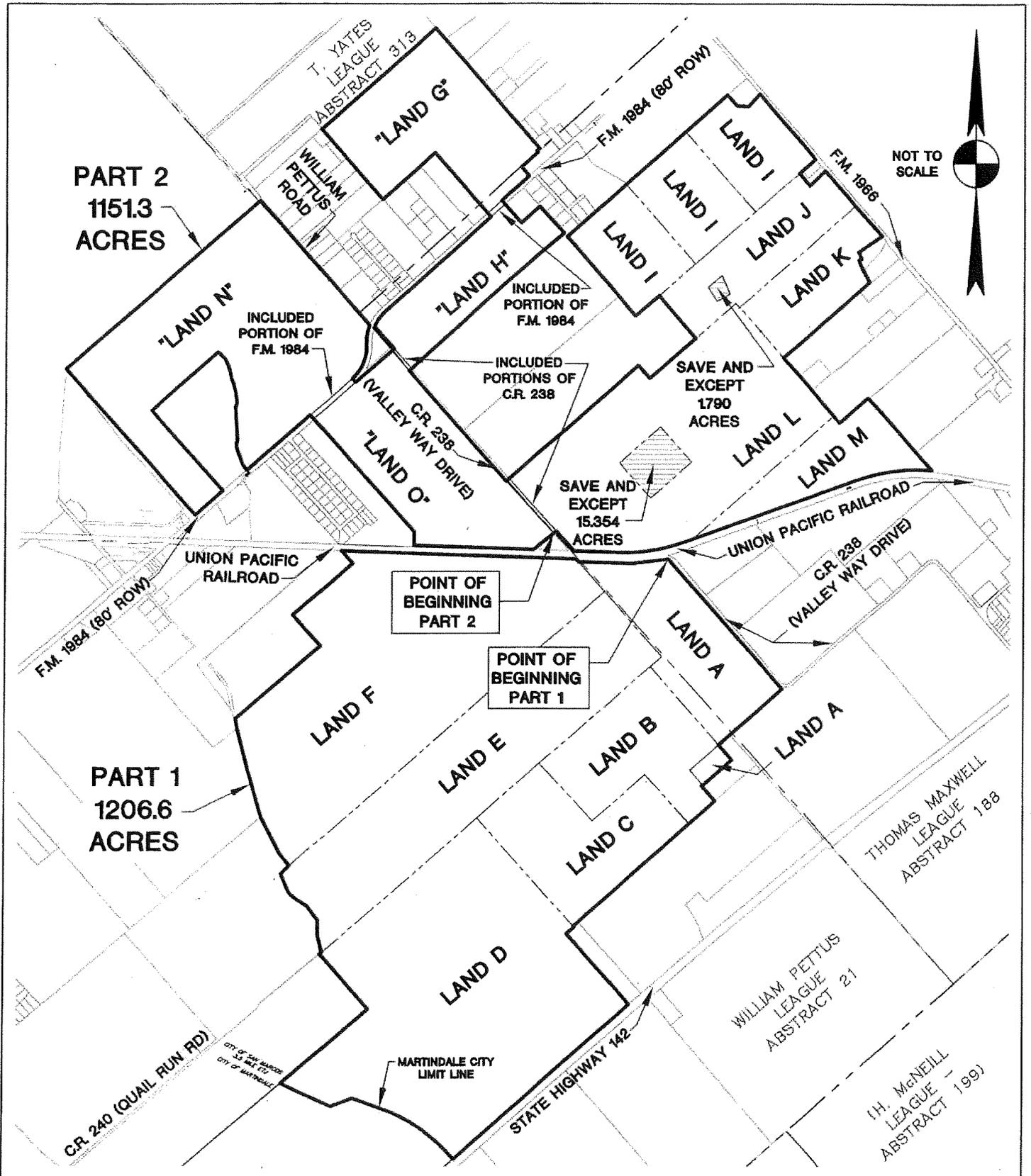
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BURY-AUS, INC.
221 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701


6/17/14

JOHN T. BILNOSKI
R.P.L.S. NO. 4998
STATE OF TEXAS
TBPLS # F-10107500





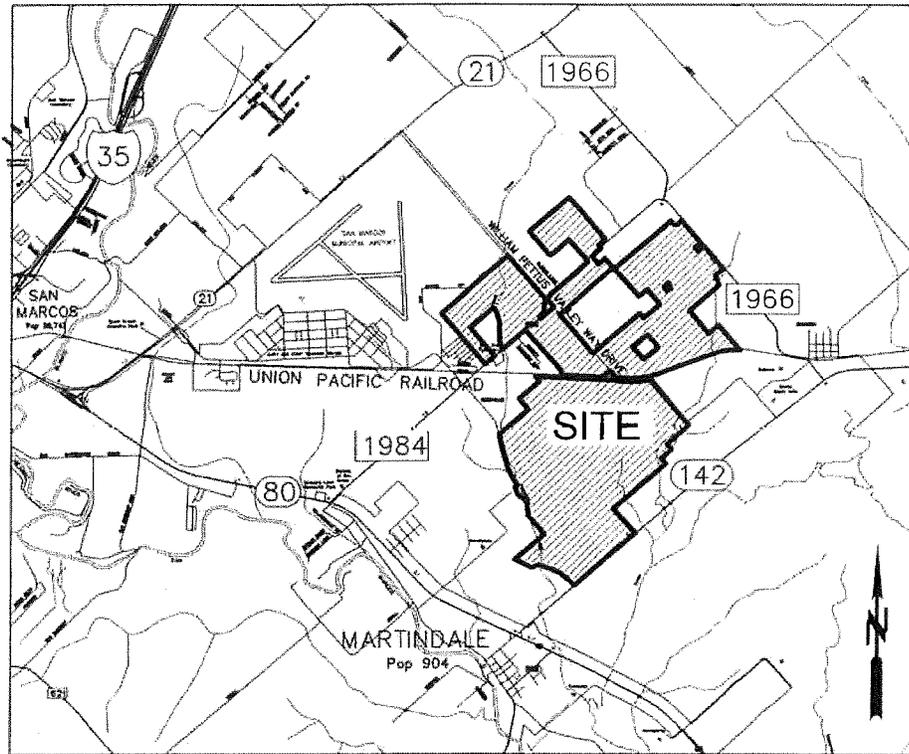
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EXHIBIT OF COTTON CENTER MUNICIPAL UTILITY DISTRICT #1 SITUATED IN CALDWELL COUNTY, TEXAS

WALTON
 TEXAS, LP

SHEET 1 OF 2



VICINITY MAP

AREA SUMMARY

LAND A	96.5 ACRES
LAND B	87.9 ACRES
LAND C	99.8 ACRES
LAND D	358.1 ACRES
LAND E	224.8 ACRES
LAND F	339.3 ACRES
LAND G	120.7 ACRES
LAND H	69.2 ACRES
LAND I	145.9 ACRES
LAND J	70.5 ACRES
LAND K	55.7 ACRES
LAND L	239.0 ACRES
LAND M	59.8 ACRES
LAND N	252.8 ACRES
LAND O	133.8 ACRES
FARM TO MARKET ROAD 1984	2.2 ACRES
CR 238 (VALLEY WAY DRIVE)	19 ACRES
TOTAL ACREAGE	2357.9 ACRES

BURY

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 Austin, Texas 78701
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**EXHIBIT OF COTTON CENTER
 MUNICIPAL UTILITY DISTRICT #1
 SITUATED IN CALDWELL COUNTY, TEXAS**

**WALTON
 TEXAS, LP**

SHEET 2 OF 2

DATE: 06/12/14

FILE: H:\103932\030-COTTON CENTER\103932030EX2.DWG

PLS No.: FN14-206(MJR)

DRAWN BY: MJR

PROJ. No: R0103932-10030

CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Consent Agreement (the "Agreement") is between the CITY OF SAN MARCOS, TEXAS a home rule city located in Hays County, Texas (the "City"), and WALTON TEXAS, LP, a Texas limited partnership ("Primary Owner"), in its capacity as a property owner and in its capacity as an operator and manager authorized to enter into and sign this Agreement on behalf of the Individual Owners (as further defined herein) (Primary Owner and Individual Owners are collectively referred to herein as "Owner"). The City and Owner are sometimes collectively herein referenced as the "Parties," and individually, as a "Party". Upon final creation of COTTON CENTER MUNICIPAL UTILITY DISTRICT No. 1 (the "District"), a district to be created pursuant to state law and by Special Act of the Texas Legislature (the "Enabling Act"), the District will join in this Agreement and be bound by certain of the provisions as identified herein.

INTRODUCTION

Owner owns approximately 2,358 acres of land located in the extraterritorial jurisdiction of the City (the "Land" or the "Property"). The Land is more particularly described by metes and bounds on the attached Exhibit "A". Owner desires to have the City's consent to the creation of a municipal utility district on the Land that will be later divided into sub-districts in accordance with Section 2.02 herein.

The City has adopted an ordinance that regulates the creation and review of special districts within the City's corporate limits and its extraterritorial jurisdiction ("ETJ").

The City has determined, pursuant to the terms of this Agreement and the requirements of Chapter 70 of the City Code of Ordinances (the "Code"), to consent to the creation and operation of the District. The City will benefit from (i) the quality of the development that will result from the plan set forth in the Development Agreement; and (ii) the creation of the District to finance the water and wastewater and drainage infrastructure and the construction of roadways under the terms of this Agreement.

The City hereby makes the following findings:

- a. The City is not likely to annex the District or serve the District within three (3) years from the date of the approval of this Agreement.
- b. The City is not likely to provide water services to the District;
- c. The District is adjacent to the City's preferred growth area;
- d. The District is entirely within the city's extraterritorial jurisdiction;
- e. The development supported by the District provides public benefits including but not limited to the following:
 - i. The City's land use controls will apply within the District pursuant to a

development agreement providing for a high quality residential and commercial development;

- ii. The District or another provider will provide water, wastewater and drainage infrastructure allowing the potential for city capital improvement program funds to be redirected to other high priority City needs;
- iii. The development will include certain amenities such as parks and green space, the accommodation of schools and certain public facilities;
- iv. The development will provide connectivity to the City's existing transportation systems.
- v. The development is not located in or over an environmentally sensitive aquifer recharge zone.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties contract as follows.

ARTICLE I DEFINITIONS

Section 1.01 Definitions.

In addition to the terms defined elsewhere in this Agreement or in the City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

- a. "Additional Land" means any of the approximately 63 acres and of land, more particularly described in **Exhibit "B,"** that the Primary Owner desires to add to the Project boundaries and that may be included in the District.
- b. "Agreement" means this Consent Agreement between the City of San Marcos, Texas and Owner.
- c. "Bonds" means the bonds, notes and other obligations of a Sub-District.
- d. "City" means the City of San Marcos, Texas, a home-rule city located in Hays County, Texas.
- e. "Industrial and Regional Commercial Land" means those portions of the Land within the boundaries of the District that may be developed for industrial, regional commercial or office development as defined in the City Code.
- f. "Commission" means the Texas Commission on Environmental Quality or its successor state agency.
- g. "Development Agreement" means the development agreement to be entered into concerning the District as amended from time to time by the Parties.

- h. “District” means the Cotton Center Municipal Utility District No. 1 to be created as a special district through special act of the Texas Legislature and as a political subdivision of the State of Texas pursuant to Article III Section 52 and Article XVI, Section 59 of the Texas Constitution and authorized under Chapters 49 and 54 of the Texas Water Code with the authority to construct, operate, manage and maintain water and wastewater systems, drainage and water quality systems, roadways, parks and related facilities, and authorized to levy an ad valorem tax and issue bonds.
- i. “Effective Date” means the date of approval by the City of San Marcos City Council.
- j. “Individual Owners” means, collectively, all persons, entities, and trusts (other than Walton Texas, LP, Walton Silver Crossing, Walton Austin, Walton Martindale and Walton Martindale 2) that own an interest in the Property, including an undivided, tenant-in-common interest, and that have granted to Walton Texas, LP, full power and authority to operate, administer and act for and on their behalf with respect to their interests in the Property.
- k. “Land” means the approximately 2,358 acres of land located in the City's extraterritorial jurisdiction, described by metes and bounds on Exhibit “A”.
- l. “Owner” means the Primary Owner and the Individual Owners or any subsequent owner of Property that is a successor or assignee of rights from Owner in accordance with Section 7.02 of this Agreement.
- m. “owner”, when spelled with lower case, means Primary Owner, the Individual Owners and any future owners of any portion of the Property.
- n. “Primary Owner” means initially, Walton Texas, LP, and any entity to which Walton Texas, LP, may assign its rights and obligations as Primary Owner in accordance with Section 7.02 of this Agreement. It is hereby acknowledged that the Primary Owner owns various portions of the Property in common with or as a manager for the Individual Owners and various Tenants in Common agreements and CCRs and has the right and authority to act on behalf of the Individual Owners.
- o. “Property” means the Land.
- p. “Sub-District” means a municipal utility district created through the sub-division of the District pursuant to the District’s Enabling Act and vested with the same authority as the District and with total land and boundaries established in accordance with Section 2.02.

ARTICLE II DISTRICT CREATION

Section 2.01 Consent to Creation of District.

City acknowledges receipt of Primary Owner’s request, in accordance with Section 54.016 of the Texas Water Code, for creation of the District that may exercise all powers granted by Chapters 49 and 54 of the Texas Water Code. On the Effective Date of this Agreement, City has approved an ordinance (a

form of which is attached as **Exhibit “C”**), consenting to the inclusion of the Land within the District. City agrees that the Ordinance and this Agreement constitute the City's consent to the creation of the District within its ETJ. No further action will be required on the part of City to evidence its consent; however, City agrees to promptly provide any reasonable additional confirmation of its consent that may be required by Owner or the District if requested to do so.

Section 2.02 Division of District.

- a. City and Owner agree that the District will be divided in accordance with the Enabling Act into separate Sub-Districts comprised of a minimum of 200 and a maximum of 550 acres of land, in no event, will the District and/or a Sub-District comprised of more than 550 acres be allowed to issue bonds unless the City consents and approves such bond issue.

Any request for a Sub-District that does not meet the size limitations in subpart (a) above requires the approval of the City Council. The City shall consider a size adjustment request so as to afford the Owner the flexibility to create economically viable district and marketable development. Notwithstanding the limitations established above, the City agrees that the District, initially comprised of 2,358 acres is not subject to these acreage limitations.

- b. This Agreement specifically grants the City's consent to the Sub-Districts provided that the District has no outstanding bond indebtedness and has not levied an ad valorem tax. The District and any Sub-District created by the division of the District shall provide the City a copy of the Order completing the division and creating the Sub-District.
- c. Each resulting Sub-District created by the division of the District shall be bound by the terms of this Agreement.
- d. Notwithstanding anything to the contrary contained herein, only a Sub-District created in accordance with the parameters of this Section 2.02 shall be able to issue bonds and otherwise operate in accordance with the Enabling Act and state law.

Section 2.03 Annexation by the City.

The City and Owner agree that the District or Sub-Districts will be annexed in accordance with the terms of the Development Agreement and the Strategic Partnership Agreement.

Section 2.04 Annexation by the District; Additional Land.

- a. The District or a Sub-District may annex the Additional Land without further consent from the City. The City agrees that the Additional Land shall become part of the Project which shall be subject to the terms of this Agreement and the Development Agreement.
- b. Except as provided in subpart (a) above, the District may not annex any land into its boundaries without the prior written consent of the City as required by Section 54.0165 of the Texas Water Code. The City may not place any conditions or other restrictions on the expansion of the District other than those expressly permitted by Section 54.016(e) of the Texas Water Code. Any land annexed into the District must comply with Chapter 70 of the City Code and this Agreement.
- c. It is agreed that the annexation of the Additional Land or any land into the District or a Sub-

District will comply with acreage limits, subject to administrative approval provisions detailed in Section 2.02(a).

- d. With respect to the Industrial and Regional Commercial Land, the City and Owner agree to the following:
 - i. The Industrial and Regional Commercial Land shall be included in the boundaries of the District pursuant to the Enabling Act;
 - ii. The Owner agrees that no election authorizing the issuance of debt will be held that includes a portion of the Industrial and Regional Commercial Land unless and until a revised Concept Land Plan is approved pursuant to the Development Agreement that identifies the lands as residential, or final plat is approved by the City which provides for residential use of such portion of the Industrial and Regional Commercial Land; and
 - iii. If any Industrial and Regional Commercial Land is platted or otherwise issued a permit for a commercial or industrial use, the District shall take action to remove such land from the District, in accordance with Chapter 70 of the City Code and the procedures of Chapters 49 and 54 of the Texas Water Code, prior to final plat approval by the City.
- e. The District and Owner, on behalf of itself and respective successors and assignees, covenant and agree that, except upon written consent of the City, neither the District nor Owner will: (1) seek or support any effort to incorporate the Land or any part thereof; or (2) sign, join in, associate with, or direct to be signed any petition seeking to incorporate the Land or seeking to include the Land within the boundaries of any other special district, assessment jurisdiction, other municipality, or any other incorporated entity other than the City.

Section 2.05 Strategic Partnership Agreement.

- a. The Board of Directors of the District (the “Board”) or a Sub-District created by the division of the District shall authorize the negotiation and execution of a Strategic Partnership Agreement, substantially in the form attached here as **Exhibit “D”**, which will set forth the terms and conditions for the City’s annexation of commercial areas of the Land for limited purposes in accordance with Section 43.0751 Texas Local Government Code and Section 2.04 of the City Charter.
- b. The Strategic Partnership Agreement shall permit the City to impose a sales and use tax on all eligible commercial and retail activities in areas annexed for limited purposes at the same rate it is imposed by the City, and that the City shall pay the District or Sub-District an amount equal to forty percent (40%) of the Sales and Use Tax revenues collected and paid to the City as reflected in sales tax reports provided by the Comptroller to the City and the City will retain the remainder sixty percent (60%).
- c. A Sub-District may not issue bonds until a Strategic Partnership Agreement is negotiated and approved by the City and the District or a Sub-District, and a fully executed original Strategic Partnership Agreement is provided to the City.

Section 2.06 Withdrawal of City Consent.

The City's consent to the creation of the District shall be deemed withdrawn if:

- a. The District is not created by the state within thirty six (36) months from the date of the ordinance granting the City's consent; or
- b. The District has not held a confirmation election within twenty four (24) months from the date of its creation by the legislature; or
- c. The District has not created a Sub-District within twenty four (24) months of the confirmation election of the District; or
- d. The construction of public improvements, in accordance with a Public Improvements Construction Plan approved by the City, has not started on the property in a Sub-District within twenty four (24) months of the Sub-District's confirmation election. It being specifically acknowledged that the construction of any public improvements within any Sub-district created by the division of the District or any portion of the Land shall be deemed to meet this requirement for all of the Land; and upon the commencement of said construction on the property in the Sub-District, the withdrawal of City consent shall not occur.

Section 2.07 Fees.

- a. As additional consideration for this Agreement the Owner shall pay the City an Administrative Fee and a Master Development Fee, which is in addition to any other applicable City fees and sums due under the Development Agreement.
- b. Administrative Fee. An administrative fee of one-hundred and seventy thousand (\$170,000) dollars shall be paid to the City by the Owner on or before the Effective Date of this Agreement. This fee shall be for the sole use and benefit of the City for any purpose as the City in its discretion may decide.
- c. Master Development Fee. A Master Development fee of approximately one million seven hundred thousand (\$1,700,000) dollars shall be paid to the City out of the net Owner reimbursement from the proceeds from the issuance of bonds by the Sub-District at the rate \$700 per acre of each Sub-District.
- d. The City, Owner, District and resulting Sub-District agree that the payment of the Master Development Fee is to be paid from the net Developer reimbursement from the proceeds of bonds issued by the Sub-District in conjunction with the closing of each such series of bonds but in any event not later than thirty (30) days from the date of closing on a series of bonds. After the 10th anniversary of the Effective Date of this Agreement, the per acre fee out of the net Owner reimbursement from each series of bonds is subject to increase at a rate equal to the percentage increase in the City's ad valorem tax rate over that same period.
- e. The Owner hereby makes a partial assignment of its reimbursement rights to the City as evidenced by Exhibit "E" attached hereto and made a part hereof for all purposes. No assignment of Owner's reimbursement rights shall be effective unless and until the City receives notice of such assignment accompanied by a fully executed Partial Assignment of Reimbursement Rights pursuant to which the city has a right to receive the Master Development Fee payable out of owner reimbursements as bonds are issued in accordance

with this Agreement.

Section 2.08 Records.

- a. The District or Sub-District shall submit its annual audit to the City when such audit is required by the Commission.
- b. All public information of the District and Sub-District shall be available to the public in accordance with the Texas Public Information Act.

Section 2.09 Authority of Consent Agreement.

- a. The City and Owner acknowledge that this Agreement is authorized under state law and Chapter 70 of the City's Code of Ordinances. The City and Owner further agree; however, that certain provisions of Chapter 70 shall be adjusted as provided below with respect to the District:
 - i. 70.053 (a) -- The provisions in Texas Administrative Code, Title 30, Chapter 293.47 and any other applicable rule allowing for exceptions to the requirement that the Developer pay a portion of the costs associated with the construction of the District improvements shall be applicable to the Owner and District.
 - ii. 70.053(b) – The City agrees to allow reimbursement of soft costs up to fifteen (15%) percent of total construction costs per bond issuance.
 - iii. 70.053(c) and (d) – The provisions of 6.01(b) of this Agreement will apply with respect to the amenities and/or road improvements that may be constructed with bonds.
 - iv. 70.054(3) -- The City agrees that the Owner may be required to comply with the specifications and standards of the service provider for water service.
 - v. 70.054(7) – The City agrees that compliance with Section 6.03 of this Agreement will meet this requirement.
 - vi. 70.054(14) – The City agrees that Owner will dedicate easements and/or improvements to both public and private entities subject to the nature and purpose of such easements and improvements.
- b. The City and Owner acknowledge that to the extent that there is any conflict between this Agreement and Chapter 70, the terms of this Agreement shall prevail. Further, in the event of any conflict between this Agreement or Chapter 70 and TCEQ Rules, the TCEQ Rules will prevail.

Section 2.10 Deferred Submittal of Required Materials under Chapter 70.

Notwithstanding the terms of Chapter 70, the Owner will provide the information listed below prior to the Bond election for each Sub-District:

- a. Market Study;
- b. Transportation impact statement;
- c. Bond Issue Requirements;
- d. Proposed Tax Rates;
- e. Oversize construction participation agreements (if any); and
- f. Utility district annexations (if applicable).

**ARTICLE III
DEVELOPMENT PLAN, PARKS AND ROADWAYS**

Section 3.01 Land Use.

Owner agrees to enter into a Development Agreement with the City to delay annexation of the District by the City, establish certain restrictions and commitments imposed and made in connection with the development of the District in order to provide increased certainty to Owner and City for a period of years' and to identify land uses and other aspects of the development of the District under the authority granted by Section 212.172 of the Texas Local Government Code. The Development Agreement must be executed by Owner, approved by the City and filed in the Caldwell County Deed Records prior to any Sub-District bond election. The Land will be developed in accordance with the standards and requirements set forth in the Development Agreement. The Conceptual Land Use Plan attached hereto as **Exhibit "F"** is for illustrative purposes only. The Development Agreement and land plan attached to such Development Agreement will provide the land use regulations for the District.

Section 3.02 Parks and Open Space.

The parks and open space will be constructed and dedicated in accordance with the Development Agreement.

Section 3.03 Roadway Improvements, right-of-way, easements and other land dedications.

The roadway improvements, right-of-way, easements and other land dedications will be constructed and dedicated in accordance with the Development Agreement.

**ARTICLE IV
WATER AND WASTEWATER SERVICES**

Section 4.01 Water Services.

The water service to the District will be provided by a third party provider that holds the CCN to serve the area and in accordance with an agreement between the third party provider, the Owner and the District or Sub-District.

Section 4.02 Wastewater Services.

- a. The wastewater service to the District will be provided by the City in accordance with a wastewater service agreement, the form of which will be attached as an exhibit to the Development Agreement.
- b. The City hereby agrees to allow the extension, improvement of, and connection to City wastewater facilities to provide service to the District up to a maximum of 7,530 service units equivalent. Owner anticipates that the District will require 7,530 service units of wastewater from the City. At the time of execution of this Agreement City agrees that it will have sufficient wastewater capacity to serve the District. Upon completion of the improvements necessary to connect the District to the City's wastewater facilities, which improvements will be described in the wastewater service agreement referred to in subpart (a) above; the City agrees that it will serve the District. City further acknowledges that its approval of any preliminary or final subdivision plat of property within the District

shall constitute a representation by the City that it has sufficient wastewater capacity available to serve the platted lots at the time of plat approval.

ARTICLE V AUTHORITY

Section 5.01 Authority.

This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Section 212.172 of the Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of the Land; authorize certain general uses and development on the Land; provide for infrastructure for the Land; specify the uses and development of the Land after annexation; and provide other lawful terms and considerations relating to the Land. Except as modified by this Agreement or an approved Development Agreement, Chapter 70 of the City's Code of Ordinances effective at the time this Agreement is executed shall apply.

Section 5.02 Vested Rights.

Execution of this agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245.

ARTICLE VI ISSUANCE OF BONDS, TAX RATE

Section 6.01 Bonds.

- a. The Sub-District may issues bonds as authorized under applicable state law, the Enabling Act, Section 70.053 of the Code and this Agreement as authorized by the City.
- b. A The Sub-District shall have authority to issue bonds for the purposes and projects identified in the District's Enabling Act, in Chapter 54 of the Texas Water Code, as amended, and any and all other applicable state law applicable to the District's authority to operate and manage its system. Bond financing may be utilized for the construction of water infrastructure, wastewater infrastructure, drainage and storm sewer infrastructure, water quality, roads – including sidewalks built at the time of the road construction, fire-fighting services, and parks and recreation facilities, if applicable, in the future.
- c. Bonds issued by the Sub-District shall comply with the following requirements:
 - i. Maximum maturity of 25 years;
 - ii. Except for refunding bonds, the net effective interest rate of the bonds, taking into account any discount or premium, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period preceding the date notice of sale is given;
 - iii. The bonds shall expressly provide that the issuing Sub-District reserves the right to redeem the bonds at any time subsequent to the tenth anniversary of the date of issuance, without premium;
 - iv. The bonds will have a fixed interest rate, not a variable rate, unless the issuing Sub-

District secures the prior approval of City; and

- v. Any refunding bonds must provide for a minimum of three percent (3%) value savings, and the latest maturity of the refunding bonds may not extend beyond the latest maturity of the refunded bonds, unless the issuing Sub-District secures the prior approval of City.

Section 6.02 Economic Feasibility.

At least 30 days before issuance of bonds, except refunding bonds, the issuing Sub-District's financial advisor shall certify in writing that the bonds are being issued within the existing economic feasibility guidelines established by the Commission for Sub-Districts issuing bonds for water, sewer or drainage facilities in the county in which the issuing district is located. The Sub-District shall deliver certification to the city clerk, the city manager and the director of finance.

Section 6.03 Notice of Bond Issues.

- a. At least thirty (30) days before the issuance of bonds, the Sub-District shall deliver to the City Manager and City Attorney the notice as to:
 - i. The amount of the bonds being proposed for issuance;
 - ii. The projects to be funded by such bonds; and
 - iii. The proposed debt service tax rate after issuance of the bonds.
- b. Within thirty (30) days after the issuing Sub-District closes the sale of a series of bonds, the issuing Sub-District shall deliver to the city manager a copy of the final official statement for such series of bonds. If the City requests additional information regarding such issuance, the Sub-District shall promptly provide such information at no cost to City.

Section 6.04 Compliance with Agreements.

At least thirty (30) days before issuance of bonds, the Sub-District shall certify to City in writing that the Sub-District is in substantial compliance with the Consent Ordinance approved by the City, with this Agreement, the Strategic Partnership Agreement and all other agreements between City, the District or Sub-Districts.

Section 6.05 Tax Rate.

The Sub-Districts' ad valorem tax rate will approximate or exceed the City's tax rate.

Section 6.06 Notice of Tax Rate and Material Events.

The Sub-District shall:

- a. Send a copy of each order levying an ad valorem tax rate to the City within thirty (30) days after the adoption;
- b. Send a copy of each annual audit to City pursuant to 2.08(b) of this Agreement;
- c. Provide a copy to City of each material event notice filed under applicable federal

- securities laws or regulations within thirty (30) days after filing;
- d. Notify the City of the date for the confirmation election; and
 - e. Provide notice to the City of the creation of any Sub-District.

ARTICLE VII TERM, ASSIGNMENT AND REMEDIES

Section 7.01 Term.

The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City, Owner and District. Upon the expiration of twenty (20) years, this agreement may be extended, at the Owner's request and with City Council approval, for up to two additional successive ten year periods.

Section 7.02 Assignment.

- a. Owner may assign this Agreement with respect to all or part of such Owner's ownership portion of Property from time to time to a purchaser of all or a portion of the Property. Any assignment must be in writing, must set forth the assigned rights and obligations without modification or amendment, and must be executed by Owner and the proposed assignee. Owner shall provide City and Primary Owner notice of each such assignment, including a copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to the part of the Property so assigned, except as to a default that occurred prior to the date of the assignment, provided that the assignee assumes any and all obligations under this Agreement applicable to the part of Property included in the assignment. A default by any subsequent assignee shall not constitute a default by Owner under this Agreement, but only under such partial assignment.
- b. Primary Owner may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the Property (the "Ownership Threshold"), provided that the assignee assumes any and all obligations under this Agreement applicable to the part of Property included in the assignment. Notice of all assignments of the rights and obligations of the Primary Owner shall be given to the City within fifteen (15) days after execution, and thereafter such Notice shall be recorded in the real property records of the County. When Primary Owner, together with its affiliates, does not satisfy the Ownership Threshold, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.

Section 7.03 Remedies.

- a. In the event of default by any party, a non-defaulting party may give the defaulting party written notice specifying the default (the "Notice"). If the defaulting party fails to fully cure any default that can be cured by the payment of money ("Monetary Default") within thirty (30) days after receipt of the Notice, or fails to commence the cure of any

default specified in the Notice that is not a Monetary Default within thirty (30) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, then the other party shall be entitled to a proper writ issued by a court of competent jurisdiction compelling and requiring the defaulting party to observe and perform the covenants, obligations and conditions described in this Agreement. The non-defaulting party may employ attorneys to pursue its legal rights and if it prevails before any court or agency of competent jurisdiction, the defaulting party shall be obligated to pay all expenses incurred by the non-defaulting party, including reasonable attorneys' fees not to exceed the usual and customary rate charged by the City Attorney.

- b. No bonds shall be issued during any period in which Owner is not in compliance with any consent requirements contained in this Agreement or any court order compelling performance under this Agreement. Further, during the cure period and continuing until the default or breach is cured, the District is prohibited from taking any affirmative act to issue Bonds until the default or breach has been cured. The City shall have all rights to enjoin the issuance of Bonds during any period during which a default or breach remains uncured under this Section. If Owner fails to cause the District to cure any default or breach, Owner shall not enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or the development of the Land until the default or breach has been cured.

7.04 Cooperation.

- a. The City, Owner, and the District each agree to execute any further documents or instruments as may be necessary to evidence their respective agreements.
- b. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, Owner, and the District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.01 Notice.

Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

City: City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Attention: City Manager

With Required Copy to: City Attorney, Legal Department
630 East Hopkins
San Marcos, Texas 78666

Owner: Walton Texas, LP
c/o Walton Development and Management TX, LLC
1445 Ross Avenue, Suite 4775
Dallas, Texas 75202
Attention: John Vick

With a Copy to: Walton Texas, LP
c/o Walton Development and Management TX, LLC
515 Congress Avenue, Suite 1620
Austin, Texas 78701
Attention: Becky Collins

With a Copy to: Walton International Group (USA), Inc.
4800 N. Scottsdale Road, Suite 4400
Scottsdale, AZ 85251
Attn: Wayne G. Souza, General Counsel

With a Copy to: Steven Metcalfe
Metcalfe Wolff Stewart & Williams
221 W. 6th Street
Suite 1300
Austin, Texas 78701

District: Trey Lary
Allen Boone Humphries Robinson, LLP
1108 Lavaca Street
Suite 510
Austin, Texas 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days written notice to the other party. Owner and the District may, by giving at least five (5) days written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 8.02 Severability; Waiver.

- a. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in

terms to the illegal, invalid or enforceable provision as is possible.

- b. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.03 Applicable Law and Venue.

The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Caldwell County, Texas.

Section 8.04 Entire Agreement.

This Agreement contains the entire agreement of the Parties. With the exception of the Development Agreement and the Strategic Partnership Agreement, there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by Owner, City and District (after its creation).

Section 8.05 Exhibits, Headings, Construction and Counterparts.

All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 8.06 Time.

Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays observed by banks in Hays County; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 8.07 Authority for Execution.

The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Owner hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Owner.

Section 8.08 Exhibits.

The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit "A" – Metes and Bounds Description of the Land
- Exhibit "B" – Map depicting Additional Land
- Exhibit "C" – Form of Consent Ordinance
- Exhibit "D" – Form of Strategic Partnership Agreement
- Exhibit "E" – Assignment and Assumption Agreement
- Exhibit "F" – Conceptual Land Use Plan

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

CITY OF SAN MARCOS, TEXAS

By: _____
Daniel Guerrero, Mayor

ATTEST:

Jamie Lee Pettijohn
City Clerk

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me the ___ day of _____, 2014 by _____,
Mayor of City of San Marcos, Texas, a home-rule city, on behalf of the City.

Notary Public Signature

Printed Name: _____

WALTON TEXAS, LP, , a Texas limited partnership, on behalf of itself in its capacity as an Owner of the Property and on behalf of the Individual Owners in its capacity as operator and manager of the interests of the Individual Owners of the Property

By: Walton Texas GP, LLC, a Texas limited liability company,
its General Partner

By: WALTON INTERNATIONAL GROUP, INC, a Nevada corporation, its Manager

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on _____, 2014, by _____ and _____, each an Authorized Signatory of Walton International Group, Inc., a Nevada corporation, Manager of Walton Texas GP, LLC, a Texas limited liability company, General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of such partnership.

Notary Public, State of Arizona

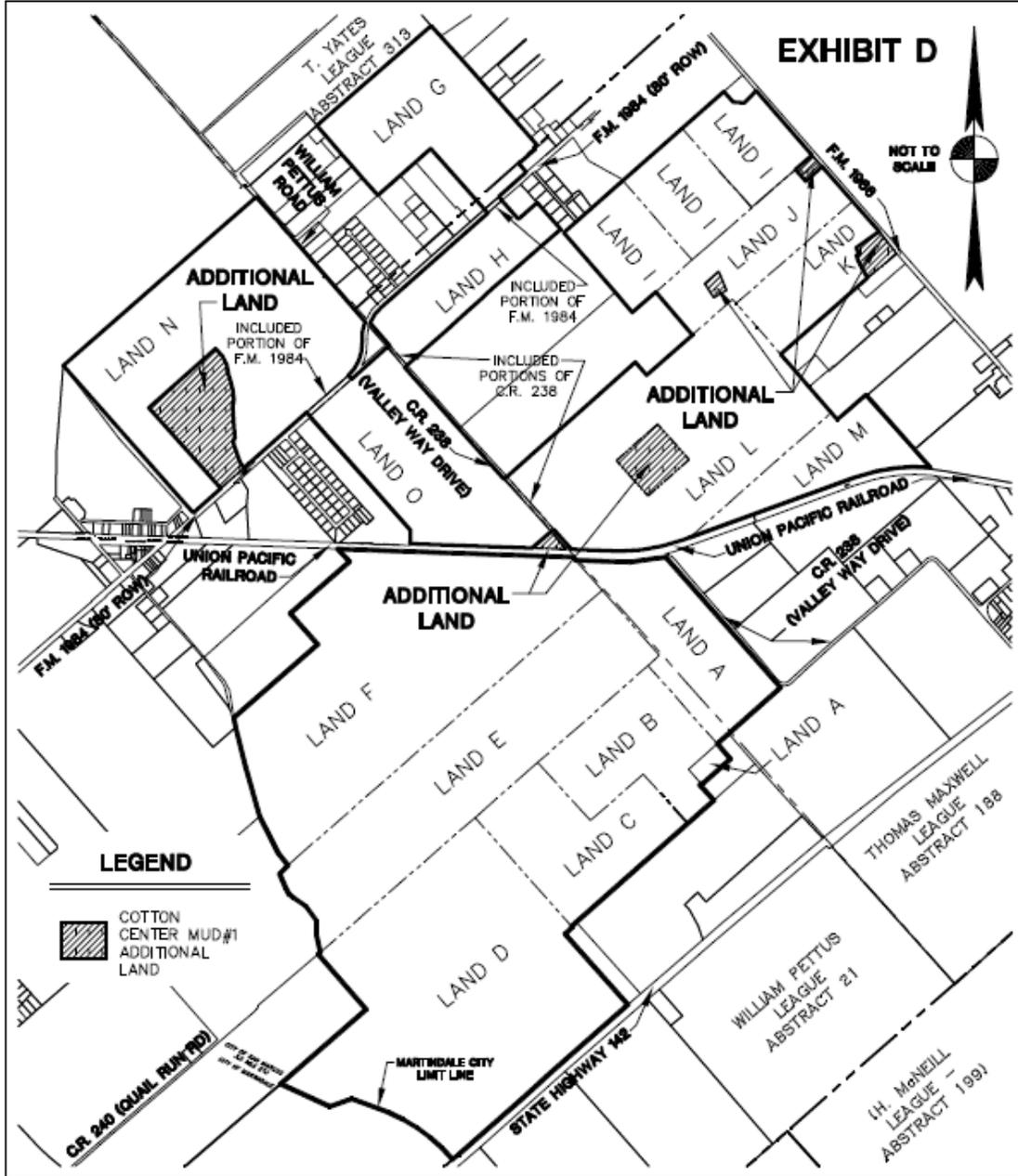
[Seal]

EXHIBIT "A"

Metes and Bounds Description of the Land

EXHIBIT "B"

MAP DEPICTING ADDITIONAL LAND



<p>BURY 221 West Sixth Street, Suite 600 Austin, Texas 78701 Tel. (512) 338-2011 Fax (512) 338-0325 TSPS # F-1048 TBPLS # F-10107500 Copyright © 2014</p>	<p>EXHIBIT OF COTTON CENTER MUD #1 - ADDITIONAL LAND SITUATED IN CALDWELL COUNTY, TEXAS</p>	<p>WALTON TEXAS, LP</p> <p>SHEET 1 OF 1</p>
<p>DATE: 09/19/14 FILE: H:\103932\030-COTTON CENTER\103932030EX4.DWG FN No.: FN14-206(MJR) DRAWN BY: MJR PROJ. No: R0103932-10030</p>		

H:\103932\030-Cotton Center\103932030EX4.dwg Sep 19, 14 10:31 AM by: mraabe



COTTON CENTER MUD 1
 POTENTIAL OUT PARCELS TO BE
 ADDED TO COTTON CENTER

JUNE 16, 2014



EXHIBIT "C"

FORM OF CONSENT ORDINANCE

ORDINANCE NO. ____

AN ORDINANCE GRANTING THE CONSENT OF THE CITY OF SAN MARCOS, TEXAS, TO THE CREATION OF COTTON CENTER MUNICIPAL UTILITY DISTRICT NO. 1 WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION

WHEREAS, the City of San Marcos (the "City") received a Petition for Consent to the Creation of a MUNICIPAL UTILITY DISTRICT for 2,358 acres currently located in the City's extraterritorial jurisdiction, a copy of which petition is attached as Exhibit A; and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.042 of the Local Government Code provide that land within a municipality's extraterritorial jurisdiction may not be included within a district without the municipality's written consent;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

That the City Council of the City of San Marcos, Texas, gives its written consent to the creation of the Cotton Center Municipal Utility District No. 1 on 2,358 acres of land, as described in the attached petition.

PASSED AND APPROVED on the _____ day of _____, 2014.

Mayor

ATTEST:

Secretary

EXHIBIT “D”

FORM OF STRATEGIC PARTNERSHIP AGREEMENT

EXHIBIT “E”

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT "F"
CONCEPTUAL LAND USE PLAN

CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Consent Agreement (the "Agreement") is between the CITY OF SAN MARCOS, TEXAS a home rule city located in Hays County, Texas (the "City"), and WALTON TEXAS, LP, a Texas limited partnership ("Primary Owner"), in its capacity as a property owner and in its capacity as an operator and manager authorized to enter into and sign this Agreement on behalf of the Individual Owners (as further defined herein) (Primary Owner and Individual Owners are collectively referred to herein as "Owner"). The City and Owner are sometimes collectively herein referenced as the "Parties," and individually, as a "Party". Upon final creation of COTTON CENTER MUNICIPAL UTILITY DISTRICT No. 1 (the "District"), a district to be created pursuant to state law and by Special Act of the Texas Legislature (the "Enabling Act"), the District will join in this Agreement and be bound by certain of the provisions as identified herein.

INTRODUCTION

Owner owns approximately 2,358 acres of land located in the extraterritorial jurisdiction of the City (the "Land" or the "Property"). The Land is more particularly described by metes and bounds on the attached Exhibit "A". Owner desires to have the City's consent to the creation of a municipal utility district on the Land that will be later divided into sub-districts in accordance with Section 2.02 herein.

The City has adopted an ordinance that regulates the creation and review of special districts within the City's corporate limits and its extraterritorial jurisdiction ("ETJ").

The City has determined, pursuant to the terms of this Agreement and the requirements of Chapter 70 of the City Code of Ordinances (the "Code"), to consent to the creation and operation of the District. The City will benefit from (i) the quality of the development that will result from the plan set forth in the Development Agreement; and (ii) the creation of the District to finance the water and wastewater and drainage infrastructure and the construction of roadways under the terms of this Agreement.

The City hereby makes the following findings:

- a. The City is not likely to annex the District or serve the District within three (3) years from the date of the approval of this Agreement.
- b. The City is not likely to provide water services to the District;
- c. The District is adjacent to the City's preferred growth area;
- d. The District is entirely within the city's extraterritorial jurisdiction;
- e. The development supported by the District provides public benefits including but not limited to the following:
 - i. The City's land use controls will apply within the District pursuant to a

development agreement providing for a high quality residential and commercial development;

- ii. The District or another provider will provide water, wastewater and drainage infrastructure allowing the potential for city capital improvement program funds to be redirected to other high priority City needs;
- iii. The development will include certain amenities such as parks and green space, the accommodation of schools and certain public facilities;
- iv. The development will provide connectivity to the City's existing transportation systems.
- v. The development is not located in or over an environmentally sensitive aquifer recharge zone.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties contract as follows.

ARTICLE I DEFINITIONS

Section 1.01 Definitions.

In addition to the terms defined elsewhere in this Agreement or in the City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

- a. "Additional Land" means any of the approximately 63 acres and of land, more particularly described in **Exhibit "B,"** that the Primary Owner desires to add to the Project boundaries and that may be included in the District.
- b. "Agreement" means this Consent Agreement between the City of San Marcos, Texas and Owner.
- c. "Bonds" means the bonds, notes and other obligations of a Sub-District.
- d. "City" means the City of San Marcos, Texas, a home-rule city located in Hays County, Texas.
- e. "Industrial and Regional Commercial Land" means those portions of the Land within the boundaries of the District that may be developed for industrial, regional commercial or office development as defined in the City Code.
- f. "Commission" means the Texas Commission on Environmental Quality or its successor state agency.
- g. "Development Agreement" means the development agreement to be entered into concerning the District as amended from time to time by the Parties.

- h. “District” means the Cotton Center Municipal Utility District No. 1 to be created as a special district through special act of the Texas Legislature and as a political subdivision of the State of Texas pursuant to Article III Section 52 and Article XVI, Section 59 of the Texas Constitution and authorized under Chapters 49 and 54 of the Texas Water Code with the authority to construct, operate, manage and maintain water and wastewater systems, drainage and water quality systems, roadways, parks and related facilities, and authorized to levy an ad valorem tax and issue bonds.
- i. “Effective Date” means the date of approval by the City of San Marcos City Council.
- j. “Individual Owners” means, collectively, all persons, entities, and trusts (other than Walton Texas, LP, Walton Silver Crossing, Walton Austin, Walton Martindale and Walton Martindale 2) that own an interest in the Property, including an undivided, tenant-in-common interest, and that have granted to Walton Texas, LP, full power and authority to operate, administer and act for and on their behalf with respect to their interests in the Property.
- k. “Land” means the approximately 2,358 acres of land located in the City's extraterritorial jurisdiction, described by metes and bounds on Exhibit “A”.
- l. “Owner” means the Primary Owner and the Individual Owners or any subsequent owner of Property that is a successor or assignee of rights from Owner in accordance with Section 7.02 of this Agreement.
- m. “owner”, when spelled with lower case, means Primary Owner, the Individual Owners and any future owners of any portion of the Property.
- n. “Primary Owner” means initially, Walton Texas, LP, and any entity to which Walton Texas, LP, may assign its rights and obligations as Primary Owner in accordance with Section 7.02 of this Agreement. It is hereby acknowledged that the Primary Owner owns various portions of the Property in common with or as a manager for the Individual Owners and various Tenants in Common agreements and CCRs and has the right and authority to act on behalf of the Individual Owners.
- o. “Property” means the Land.
- p. “Sub-District” means a municipal utility district created through the sub-division of the District pursuant to the District’s Enabling Act and vested with the same authority as the District and with total land and boundaries established in accordance with Section 2.02.

ARTICLE II DISTRICT CREATION

Section 2.01 Consent to Creation of District.

City acknowledges receipt of Primary Owner’s request, in accordance with Section 54.016 of the Texas Water Code, for creation of the District that may exercise all powers granted by Chapters 49 and 54 of the Texas Water Code. On the Effective Date of this Agreement, City has approved an ordinance (a

form of which is attached as **Exhibit “C”**), consenting to the inclusion of the Land within the District. City agrees that the Ordinance and this Agreement constitute the City's consent to the creation of the District within its ETJ. No further action will be required on the part of City to evidence its consent; however, City agrees to promptly provide any reasonable additional confirmation of its consent that may be required by Owner or the District if requested to do so.

Section 2.02 Division of District.

- a. City and Owner agree that the District will be divided in accordance with the Enabling Act into separate Sub-Districts comprised of a minimum of 200 and a maximum of 550 acres of land, in no event, will the District and/or a Sub-District comprised of more than 550 acres be allowed to issue bonds unless the City consents and approves such bond issue.

Any request for a Sub-District that does not meet the size limitations in subpart (a) above requires the approval of the City Council. The City shall consider a size adjustment request so as to afford the Owner the flexibility to create economically viable district and marketable development. Notwithstanding the limitations established above, the City agrees that the District, initially comprised of 2,358 acres is not subject to these acreage limitations.

- b. This Agreement specifically grants the City's consent to the Sub-Districts provided that the District has no outstanding bond indebtedness and has not levied an ad valorem tax. The District and any Sub-District created by the division of the District shall provide the City a copy of the Order completing the division and creating the Sub-District.
- c. Each resulting Sub-District created by the division of the District shall be bound by the terms of this Agreement.
- d. Notwithstanding anything to the contrary contained herein, only a Sub-District created in accordance with the parameters of this Section 2.02 shall be able to issue bonds and otherwise operate in accordance with the Enabling Act and state law.

Section 2.03 Annexation by the City.

The City and Owner agree that the District or Sub-Districts will be annexed in accordance with the terms of the Development Agreement and the Strategic Partnership Agreement.

Section 2.04 Annexation by the District; Additional Land.

- a. The District or a Sub-District may annex the Additional Land without further consent from the City. The City agrees that the Additional Land shall become part of the Project which shall be subject to the terms of this Agreement and the Development Agreement.
- b. Except as provided in subpart (a) above, the District may not annex any land into its boundaries without the prior written consent of the City as required by Section 54.0165 of the Texas Water Code. The City may not place any conditions or other restrictions on the expansion of the District other than those expressly permitted by Section 54.016(e) of the Texas Water Code. Any land annexed into the District must comply with Chapter 70 of the City Code and this Agreement.
- c. It is agreed that the annexation of the Additional Land or any land into the District or a Sub-

District will comply with acreage limits, subject to administrative approval provisions detailed in Section 2.02(a).

- d. With respect to the Industrial and Regional Commercial Land, the City and Owner agree to the following:
 - i. The Industrial and Regional Commercial Land shall be included in the boundaries of the District pursuant to the Enabling Act;
 - ii. The Owner agrees that no election authorizing the issuance of debt will be held that includes a portion of the Industrial and Regional Commercial Land unless and until a revised Concept Land Plan is approved pursuant to the Development Agreement that identifies the lands as residential, or final plat is approved by the City which provides for residential use of such portion of the Industrial and Regional Commercial Land; and
 - iii. If any Industrial and Regional Commercial Land is platted or otherwise issued a permit for a commercial or industrial use, the District shall take action to remove such land from the District, in accordance with Chapter 70 of the City Code and the procedures of Chapters 49 and 54 of the Texas Water Code, prior to final plat approval by the City.
- e. The District and Owner, on behalf of itself and respective successors and assignees, covenant and agree that, except upon written consent of the City, neither the District nor Owner will: (1) seek or support any effort to incorporate the Land or any part thereof; or (2) sign, join in, associate with, or direct to be signed any petition seeking to incorporate the Land or seeking to include the Land within the boundaries of any other special district, assessment jurisdiction, other municipality, or any other incorporated entity other than the City.

Section 2.05 Strategic Partnership Agreement.

- a. The Board of Directors of the District (the “Board”) or a Sub-District created by the division of the District shall authorize the negotiation and execution of a Strategic Partnership Agreement, substantially in the form attached here as **Exhibit “D”**, which will set forth the terms and conditions for the City’s annexation of commercial areas of the Land for limited purposes in accordance with Section 43.0751 Texas Local Government Code and Section 2.04 of the City Charter.
- b. The Strategic Partnership Agreement shall permit the City to impose a sales and use tax on all eligible commercial and retail activities in areas annexed for limited purposes at the same rate it is imposed by the City, and that the City shall pay the District or Sub-District an amount equal to forty percent (40%) of the Sales and Use Tax revenues collected and paid to the City as reflected in sales tax reports provided by the Comptroller to the City and the City will retain the remainder sixty percent (60%).
- c. A Sub-District may not issue bonds until a Strategic Partnership Agreement is negotiated and approved by the City and the District or a Sub-District, and a fully executed original Strategic Partnership Agreement is provided to the City.

Section 2.06 Withdrawal of City Consent.

The City's consent to the creation of the District shall be deemed withdrawn if:

- a. The District is not created by the state within thirty six (36) months from the date of the ordinance granting the City's consent; or
- b. The District has not held a confirmation election within twenty four (24) months from the date of its creation by the legislature; or
- c. The District has not created a Sub-District within twenty four (24) months of the confirmation election of the District; or
- d. The construction of public improvements, in accordance with a Public Improvements Construction Plan approved by the City, has not started on the property in a Sub-District within twenty four (24) months of the Sub-District's confirmation election. It being specifically acknowledged that the construction of any public improvements within any Sub-district created by the division of the District or any portion of the Land shall be deemed to meet this requirement for all of the Land; and upon the commencement of said construction on the property in the Sub-District, the withdrawal of City consent shall not occur.

Section 2.07 Fees.

- a. As additional consideration for this Agreement the Owner shall pay the City an Administrative Fee and a Master Development Fee, which is in addition to any other applicable City fees and sums due under the Development Agreement.
- b. Administrative Fee. An administrative fee of one-hundred and seventy thousand (\$170,000) dollars shall be paid to the City by the Owner on or before the Effective Date of this Agreement. This fee shall be for the sole use and benefit of the City for any purpose as the City in its discretion may decide.
- c. Master Development Fee. A Master Development fee of approximately one million seven hundred thousand (\$1,700,000) dollars shall be paid to the City out of the net Owner reimbursement from the proceeds from the issuance of bonds by the Sub-District at the rate \$700 per acre of each Sub-District.
- d. The City, Owner, District and resulting Sub-District agree that the payment of the Master Development Fee is to be paid from the net Developer reimbursement from the proceeds of bonds issued by the Sub-District in conjunction with the closing of each such series of bonds but in any event not later than thirty (30) days from the date of closing on a series of bonds. After the 10th anniversary of the Effective Date of this Agreement, the per acre fee out of the net Owner reimbursement from each series of bonds is subject to increase at a rate equal to the percentage increase in the City's ad valorem tax rate over that same period.
- e. The Owner hereby makes a partial assignment of its reimbursement rights to the City as evidenced by Exhibit "E" attached hereto and made a part hereof for all purposes. No assignment of Owner's reimbursement rights shall be effective unless and until the City receives notice of such assignment accompanied by a fully executed Partial Assignment of Reimbursement Rights pursuant to which the city has a right to receive the Master Development Fee payable out of owner reimbursements as bonds are issued in accordance

with this Agreement.

Section 2.08 Records.

- a. The District or Sub-District shall submit its annual audit to the City when such audit is required by the Commission.
- b. All public information of the District and Sub-District shall be available to the public in accordance with the Texas Public Information Act.

Section 2.09 Authority of Consent Agreement.

- a. The City and Owner acknowledge that this Agreement is authorized under state law and Chapter 70 of the City's Code of Ordinances. The City and Owner further agree; however, that certain provisions of Chapter 70 shall be adjusted as provided below with respect to the District:
 - i. 70.053 (a) -- The provisions in Texas Administrative Code, Title 30, Chapter 293.47 and any other applicable rule allowing for exceptions to the requirement that the Developer pay a portion of the costs associated with the construction of the District improvements shall be applicable to the Owner and District.
 - ii. 70.053(b) – The City agrees to allow reimbursement of soft costs up to fifteen (15%) percent of total construction costs per bond issuance.
 - iii. 70.053(c) and (d) – The provisions of 6.01(b) of this Agreement will apply with respect to the amenities and/or road improvements that may be constructed with bonds.
 - iv. 70.054(3) -- The City agrees that the Owner may be required to comply with the specifications and standards of the service provider for water service.
 - v. 70.054(7) – The City agrees that compliance with Section 6.03 of this Agreement will meet this requirement.
 - vi. 70.054(14) – The City agrees that Owner will dedicate easements and/or improvements to both public and private entities subject to the nature and purpose of such easements and improvements.
- b. The City and Owner acknowledge that to the extent that there is any conflict between this Agreement and Chapter 70, the terms of this Agreement shall prevail. Further, in the event of any conflict between this Agreement or Chapter 70 and TCEQ Rules, the TCEQ Rules will prevail.

Section 2.10 Deferred Submittal of Required Materials under Chapter 70.

Notwithstanding the terms of Chapter 70, the Owner will provide the information listed below prior to the Bond election for each Sub-District:

- a. Market Study;
- b. Transportation impact statement;
- c. Bond Issue Requirements;
- d. Proposed Tax Rates;
- e. Oversize construction participation agreements (if any); and
- f. Utility district annexations (if applicable).

**ARTICLE III
DEVELOPMENT PLAN, PARKS AND ROADWAYS**

Section 3.01 Land Use.

Owner agrees to enter into a Development Agreement with the City to delay annexation of the District by the City, establish certain restrictions and commitments imposed and made in connection with the development of the District in order to provide increased certainty to Owner and City for a period of years' and to identify land uses and other aspects of the development of the District under the authority granted by Section 212.172 of the Texas Local Government Code. The Development Agreement must be executed by Owner, approved by the City and filed in the Caldwell County Deed Records prior to any Sub-District bond election. The Land will be developed in accordance with the standards and requirements set forth in the Development Agreement. The Conceptual Land Use Plan attached hereto as **Exhibit "F"** is for illustrative purposes only. The Development Agreement and land plan attached to such Development Agreement will provide the land use regulations for the District.

Section 3.02 Parks and Open Space.

The parks and open space will be constructed and dedicated in accordance with the Development Agreement.

Section 3.03 Roadway Improvements, right-of-way, easements and other land dedications.

The roadway improvements, right-of-way, easements and other land dedications will be constructed and dedicated in accordance with the Development Agreement.

**ARTICLE IV
WATER AND WASTEWATER SERVICES**

Section 4.01 Water Services.

The water service to the District will be provided by a third party provider that holds the CCN to serve the area and in accordance with an agreement between the third party provider, the Owner and the District or Sub-District.

Section 4.02 Wastewater Services.

- a. The wastewater service to the District will be provided by the City in accordance with a wastewater service agreement, the form of which will be attached as an exhibit to the Development Agreement.
- b. The City hereby agrees to allow the extension, improvement of, and connection to City wastewater facilities to provide service to the District up to a maximum of 7,530 service units equivalent. Owner anticipates that the District will require 7,530 service units of wastewater from the City. At the time of execution of this Agreement City agrees that it will have sufficient wastewater capacity to serve the District. Upon completion of the improvements necessary to connect the District to the City's wastewater facilities, which improvements will be described in the wastewater service agreement referred to in subpart (a) above; the City agrees that it will serve the District. City further acknowledges that its approval of any preliminary or final subdivision plat of property within the District

shall constitute a representation by the City that it has sufficient wastewater capacity available to serve the platted lots at the time of plat approval.

ARTICLE V AUTHORITY

Section 5.01 Authority.

This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Section 212.172 of the Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of the Land; authorize certain general uses and development on the Land; provide for infrastructure for the Land; specify the uses and development of the Land after annexation; and provide other lawful terms and considerations relating to the Land. Except as modified by this Agreement or an approved Development Agreement, Chapter 70 of the City's Code of Ordinances effective at the time this Agreement is executed shall apply.

Section 5.02 Vested Rights.

Execution of this agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245.

ARTICLE VI ISSUANCE OF BONDS, TAX RATE

Section 6.01 Bonds.

- a. The Sub-District may issues bonds as authorized under applicable state law, the Enabling Act, Section 70.053 of the Code and this Agreement as authorized by the City.
- b. A The Sub-District shall have authority to issue bonds for the purposes and projects identified in the District's Enabling Act, in Chapter 54 of the Texas Water Code, as amended, and any and all other applicable state law applicable to the District's authority to operate and manage its system. Bond financing may be utilized for the construction of water infrastructure, wastewater infrastructure, drainage and storm sewer infrastructure, water quality, roads – including sidewalks built at the time of the road construction, fire-fighting services, and parks and recreation facilities, if applicable, in the future.
- c. Bonds issued by the Sub-District shall comply with the following requirements:
 - i. Maximum maturity of 25 years;
 - ii. Except for refunding bonds, the net effective interest rate of the bonds, taking into account any discount or premium, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period preceding the date notice of sale is given;
 - iii. The bonds shall expressly provide that the issuing Sub-District reserves the right to redeem the bonds at any time subsequent to the tenth anniversary of the date of issuance, without premium;
 - iv. The bonds will have a fixed interest rate, not a variable rate, unless the issuing Sub-

District secures the prior approval of City; and

- v. Any refunding bonds must provide for a minimum of three percent (3%) value savings, and the latest maturity of the refunding bonds may not extend beyond the latest maturity of the refunded bonds, unless the issuing Sub-District secures the prior approval of City.

Section 6.02 Economic Feasibility.

At least 30 days before issuance of bonds, except refunding bonds, the issuing Sub-District's financial advisor shall certify in writing that the bonds are being issued within the existing economic feasibility guidelines established by the Commission for Sub-Districts issuing bonds for water, sewer or drainage facilities in the county in which the issuing district is located. The Sub-District shall deliver certification to the city clerk, the city manager and the director of finance.

Section 6.03 Notice of Bond Issues.

- a. At least thirty (30) days before the issuance of bonds, the Sub-District shall deliver to the City Manager and City Attorney the notice as to:
 - i. The amount of the bonds being proposed for issuance;
 - ii. The projects to be funded by such bonds; and
 - iii. The proposed debt service tax rate after issuance of the bonds.
- b. Within thirty (30) days after the issuing Sub-District closes the sale of a series of bonds, the issuing Sub-District shall deliver to the city manager a copy of the final official statement for such series of bonds. If the City requests additional information regarding such issuance, the Sub-District shall promptly provide such information at no cost to City.

Section 6.04 Compliance with Agreements.

At least thirty (30) days before issuance of bonds, the Sub-District shall certify to City in writing that the Sub-District is in substantial compliance with the Consent Ordinance approved by the City, with this Agreement, the Strategic Partnership Agreement and all other agreements between City, the District or Sub-Districts.

Section 6.05 Tax Rate.

The Sub-Districts' ad valorem tax rate will approximate or exceed the City's tax rate.

Section 6.06 Notice of Tax Rate and Material Events.

The Sub-District shall:

- a. Send a copy of each order levying an ad valorem tax rate to the City within thirty (30) days after the adoption;
- b. Send a copy of each annual audit to City pursuant to 2.08(b) of this Agreement;
- c. Provide a copy to City of each material event notice filed under applicable federal

- securities laws or regulations within thirty (30) days after filing;
- d. Notify the City of the date for the confirmation election; and
 - e. Provide notice to the City of the creation of any Sub-District.

ARTICLE VII TERM, ASSIGNMENT AND REMEDIES

Section 7.01 Term.

The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City, Owner and District. Upon the expiration of twenty (20) years, this agreement may be extended, at the Owner's request and with City Council approval, for up to two additional successive ten year periods.

Section 7.02 Assignment.

- a. Owner may assign this Agreement with respect to all or part of such Owner's ownership portion of Property from time to time to a purchaser of all or a portion of the Property. Any assignment must be in writing, must set forth the assigned rights and obligations without modification or amendment, and must be executed by Owner and the proposed assignee. Owner shall provide City and Primary Owner notice of each such assignment, including a copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to the part of the Property so assigned, except as to a default that occurred prior to the date of the assignment, provided that the assignee assumes any and all obligations under this Agreement applicable to the part of Property included in the assignment. A default by any subsequent assignee shall not constitute a default by Owner under this Agreement, but only under such partial assignment.
- b. Primary Owner may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the Property (the "Ownership Threshold"), provided that the assignee assumes any and all obligations under this Agreement applicable to the part of Property included in the assignment. Notice of all assignments of the rights and obligations of the Primary Owner shall be given to the City within fifteen (15) days after execution, and thereafter such Notice shall be recorded in the real property records of the County. When Primary Owner, together with its affiliates, does not satisfy the Ownership Threshold, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.

Section 7.03 Remedies.

- a. In the event of default by any party, a non-defaulting party may give the defaulting party written notice specifying the default (the "Notice"). If the defaulting party fails to fully cure any default that can be cured by the payment of money ("Monetary Default") within thirty (30) days after receipt of the Notice, or fails to commence the cure of any

default specified in the Notice that is not a Monetary Default within thirty (30) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, then the other party shall be entitled to a proper writ issued by a court of competent jurisdiction compelling and requiring the defaulting party to observe and perform the covenants, obligations and conditions described in this Agreement. The non-defaulting party may employ attorneys to pursue its legal rights and if it prevails before any court or agency of competent jurisdiction, the defaulting party shall be obligated to pay all expenses incurred by the non-defaulting party, including reasonable attorneys' fees not to exceed the usual and customary rate charged by the City Attorney.

- b. No bonds shall be issued during any period in which Owner is not in compliance with any consent requirements contained in this Agreement or any court order compelling performance under this Agreement. Further, during the cure period and continuing until the default or breach is cured, the District is prohibited from taking any affirmative act to issue Bonds until the default or breach has been cured. The City shall have all rights to enjoin the issuance of Bonds during any period during which a default or breach remains uncured under this Section. If Owner fails to cause the District to cure any default or breach, Owner shall not enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or the development of the Land until the default or breach has been cured.

7.04 Cooperation.

- a. The City, Owner, and the District each agree to execute any further documents or instruments as may be necessary to evidence their respective agreements.
- b. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, Owner, and the District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.01 Notice.

Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

City: City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Attention: City Manager

With Required Copy to: City Attorney, Legal Department
630 East Hopkins
San Marcos, Texas 78666

Owner: Walton Texas, LP
c/o Walton Development and Management TX, LLC
1445 Ross Avenue, Suite 4775
Dallas, Texas 75202
Attention: John Vick

With a Copy to: Walton Texas, LP
c/o Walton Development and Management TX, LLC
515 Congress Avenue, Suite 1620
Austin, Texas 78701
Attention: Becky Collins

With a Copy to: Walton International Group (USA), Inc.
4800 N. Scottsdale Road, Suite 4400
Scottsdale, AZ 85251
Attn: Wayne G. Souza, General Counsel

With a Copy to: Steven Metcalfe
Metcalfe Wolff Stewart & Williams
221 W. 6th Street
Suite 1300
Austin, Texas 78701

District: Trey Lary
Allen Boone Humphries Robinson, LLP
1108 Lavaca Street
Suite 510
Austin, Texas 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days written notice to the other party. Owner and the District may, by giving at least five (5) days written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 8.02 Severability; Waiver.

- a. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in

terms to the illegal, invalid or enforceable provision as is possible.

- b. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.03 Applicable Law and Venue.

The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Caldwell County, Texas.

Section 8.04 Entire Agreement.

This Agreement contains the entire agreement of the Parties. With the exception of the Development Agreement and the Strategic Partnership Agreement, there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by Owner, City and District (after its creation).

Section 8.05 Exhibits, Headings, Construction and Counterparts.

All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 8.06 Time.

Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays observed by banks in Hays County; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 8.07 Authority for Execution.

The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Owner hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Owner.

Section 8.08 Exhibits.

The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit "A" – Metes and Bounds Description of the Land
- Exhibit "B" – Map depicting Additional Land
- Exhibit "C" – Form of Consent Ordinance
- Exhibit "D" – Form of Strategic Partnership Agreement
- Exhibit "E" – Assignment and Assumption Agreement
- Exhibit "F" – Conceptual Land Use Plan

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

CITY OF SAN MARCOS, TEXAS

By: _____
Daniel Guerrero, Mayor

ATTEST:

Jamie Lee Pettijohn
City Clerk

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me the ___ day of _____, 2014 by _____,
Mayor of City of San Marcos, Texas, a home-rule city, on behalf of the City.

Notary Public Signature

Printed Name: _____

WALTON TEXAS, LP, , a Texas limited partnership, on behalf of itself in its capacity as an Owner of the Property and on behalf of the Individual Owners in its capacity as operator and manager of the interests of the Individual Owners of the Property

By: Walton Texas GP, LLC, a Texas limited liability company,
its General Partner

By: WALTON INTERNATIONAL GROUP, INC, a Nevada corporation, its Manager

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on _____, 2014, by _____ and _____, each an Authorized Signatory of Walton International Group, Inc., a Nevada corporation, Manager of Walton Texas GP, LLC, a Texas limited liability company, General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of such partnership.

Notary Public, State of Arizona

[Seal]

WALTON SILVER CROSSING LP, an Alberta (Canada) limited partnership

By: WALTON SILVER CROSSING CORPORATION, an Alberta (Canada) corporation,
its General Partner

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

PROVINCE OF ALBERTA)
)
CITY OF CALGARY)

On this ____ day of _____, 2014, before me, a Notary Public in and for said Province of _____ Alberta, personal _____ appeared _____ and _____, to me personally known, who, being by me duly sworn (or affirmed), did say that each of them is an Authorized Signatory of Walton Silver Crossing Corporation, an Alberta (Canada) corporation, the General Partner of Walton Silver Crossing LP, an Alberta (Canada) limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its partners, and said persons acknowledged said instrument to be the free act and deed of said General Partner for and on behalf of the said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

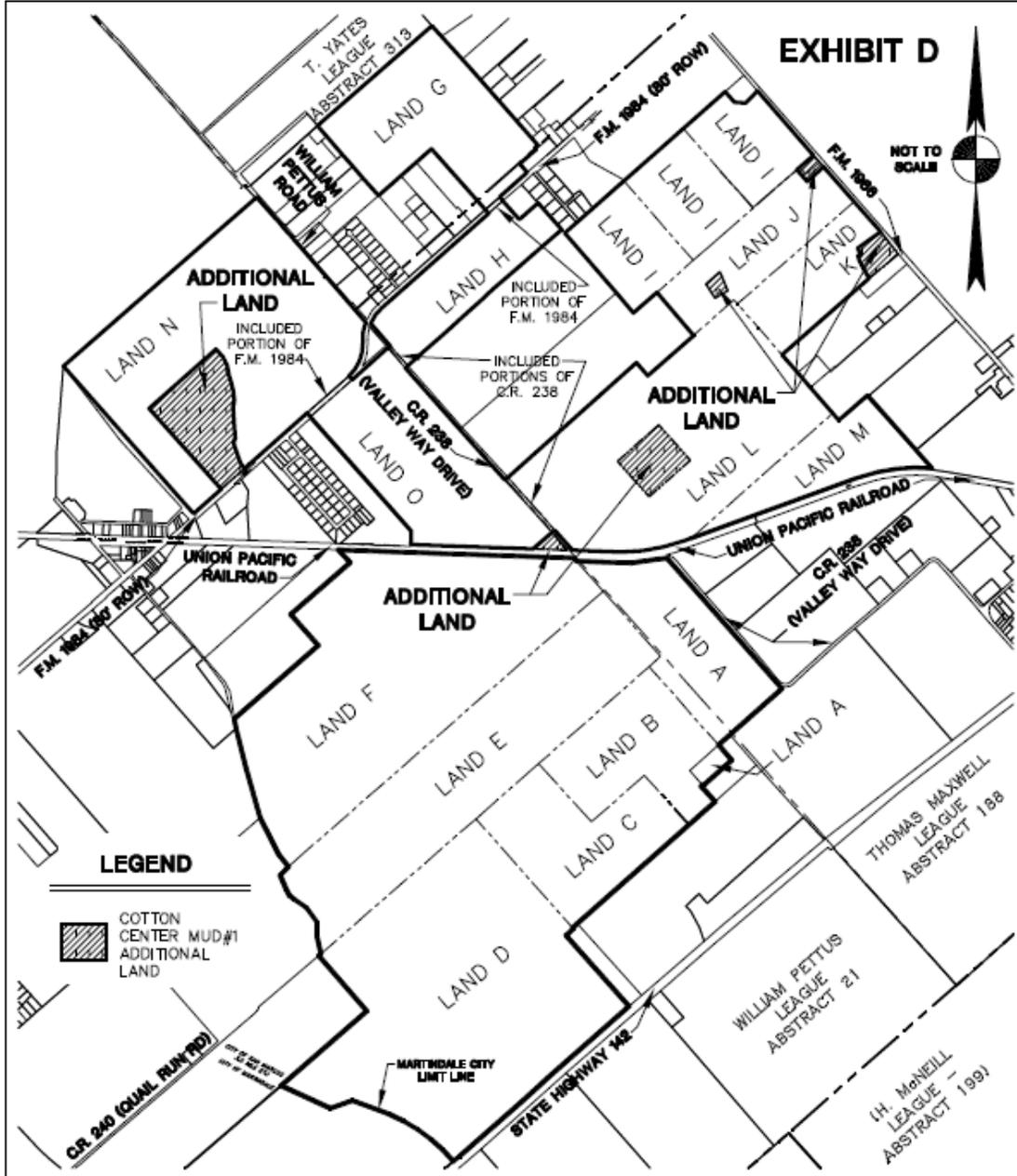
Notary Public in and for the Province of Alberta

EXHIBIT "A"

Metes and Bounds Description of the Land

EXHIBIT "B"

MAP DEPICTING ADDITIONAL LAND



<p>BURY 221 West Sixth Street, Suite 600 Austin, Texas 78701 Tel. (512) 338-2011 Fax (512) 329-0325 TSPS # F-1048 TBPLS # F-10107500 Copyright © 2014</p>	<p>EXHIBIT OF COTTON CENTER MUD #1 - ADDITIONAL LAND SITUATED IN CALDWELL COUNTY, TEXAS</p>	<p>WALTON TEXAS, LP</p> <p>SHEET 1 OF 1</p>
<p>DATE: 09/19/14 FILE: H:\103932\030-COTTON CENTER\103932030EX4.DWG FN No.: FN14-206(MJR) DRAWN BY: MJR PROJ. No: R0103932-10030</p>		

H:\103932\030-Cotton Center\103932030EX4.dwg Sep 19, 14 10:31 AM by: mraabe



COTTON CENTER MUD 1
 POTENTIAL OUT PARCELS TO BE
 ADDED TO COTTON CENTER

JUNE 16, 2014



EXHIBIT "C"

FORM OF CONSENT ORDINANCE

ORDINANCE NO. ____

AN ORDINANCE GRANTING THE CONSENT OF THE CITY OF SAN MARCOS, TEXAS, TO THE CREATION OF COTTON CENTER MUNICIPAL UTILITY DISTRICT NO. 1 WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION

WHEREAS, the City of San Marcos (the "City") received a Petition for Consent to the Creation of a MUNICIPAL UTILITY DISTRICT for 2,358 acres currently located in the City's extraterritorial jurisdiction, a copy of which petition is attached as Exhibit A; and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.042 of the Local Government Code provide that land within a municipality's extraterritorial jurisdiction may not be included within a district without the municipality's written consent;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

That the City Council of the City of San Marcos, Texas, gives its written consent to the creation of the Cotton Center Municipal Utility District No. 1 on 2,358 acres of land, as described in the attached petition.

PASSED AND APPROVED on the _____ day of _____, 2014.

Mayor

ATTEST:

Secretary

EXHIBIT “D”

FORM OF STRATEGIC PARTNERSHIP AGREEMENT

EXHIBIT “E”

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT "F"
CONCEPTUAL LAND USE PLAN



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#13-593, **Version:** 1

AGENDA CAPTION:

Development Services Report:

- a. Code SMTX Update

Meeting date: October 28, 2014

Department: Development Services

Funds Required: n/a

Account Number: n/a

Funds Available: n/a

Account Name: n/a

CITY COUNCIL GOAL:

BACKGROUND: