



# City of San Marcos

630 East Hopkins  
San Marcos, TX 78666

## Regular Meeting Agenda - Final Planning and Zoning Commission

---

Tuesday, October 27, 2015

6:00 PM

City Council Chambers

---

630 E. Hopkins

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

### **CONSENT AGENDA**

1. Consider approval of the minutes of the Regular Meeting on October 13, 2015.
2. PC-15-40\_03 (Paso Robles Phase 1 Final Plat) Consider a request by Pape-Dawson Engineers, LLC, on behalf of Carma Paso Robles, LLC, for approval of a Final Plat and Subdivision Improvement Agreement for approximately 37.21 acres, more or less, out of the Edward Burleson Survey located near the intersection of Hunter Road and Centerpoint Road. (T. Carpenter)

### **PUBLIC HEARINGS**

### **NON-CONSENT AGENDA**

3. Development Services Report:
  1. Nov. 10th - Code SMTX Open House

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#15-652, **Version:** 1

---

**AGENDA CAPTION:**

Consider approval of the minutes of the Regular Meeting on October 13, 2015.

**Meeting date:** October 27, 2015

**Department:** Planning and 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, October 13, 2015

6:00 PM

City Council Chambers

---

630 E. Hopkins

### I. Call To Order

### II. Roll Call

Commissioner Ramirez late time in at 6:10 p.m.

**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, October 13, 2015 in the Council Chambers of the City of San Marcos, City Hall, 630 E. Hopkins, San Marcos, Texas 7866.**

**Present** 6 - Chairperson Chris Wood, Vice Chair Kenneth Ehlers, Commissioner Angie Ramirez, Commissioner Jim Garber, Commissioner Shawn Dupont, and Commissioner Saul Gonzales

**Absent** 2 - Commissioner Brian Olson, and Commissioner Travis Kelsey

### III. Chairperson's Opening Remarks

### IV. 30 Minute Citizen Comment Period

Diane Wassenich stated even though item 4 is postponed she thought she would begin speaking to the Commission about the Preferred Scenario Map change. She told the Commission that she feels they need to think about the request seriously and possibly do research in advance. She pointed out that the draft floodplain maps are not available. Ms. Wassenich pointed out that the change is eight feet higher for the 100 year floodplain in Wimberley and in some place more and some less. She said there will be a massive change in San Marcos no matter what happens. She felt that a foot would be a big change. Ms. Wassenich added that she wanted to Commission to be aware and suggested they drive the site. She said the decision to change the City's Preferred Scenario Map which is the City's plan where environmental constraints were taken into consideration. Ms. Wassenich asked the Commission to really think about the request and drive the area. She told the Commission not to think that the flood control dams would not be overtopped because they came very close to being in 1998.

Rob Roark, 1804A Hunter Road said he would like to reiterate what Ms. Wassenich said regarding the Preferred Scenario Map Amendment. He added that the Commission needs to start looking at this area, he lives in the area and knows it very well. He said he does not understand how an employment center with a flood zone

running through the middle of it. Mr. Roark added that they need to look at the history and the flooding that has occurred and will continue to occur in the area. He feels that people lives will be put at risk. He explained that the dams have helps but the Blanco just had a 500 year flood and Purgatory could be next. Mr. Roark inquired about the mitigation plans. He pointed out that we have scenarios and we have plans and we should stick to them.

## CONSENT AGENDA

Consider approval of the minutes of the Regular Meeting on September 22, 2015.

**Commissioner Garber made a request to pull Item #2, PC-15-34\_03 (Cottonwood Creek Phase 1, Section 3) from the Consent Agenda.**

**A motion was made by Commissioner Garber, seconded by Vice Chair Ehlers that the Minutes of the Regular Meeting on September 22, 2015 be approved.**

**The motion carried by the following vote:**

**For:** 5 - Chairperson Wood, Vice Chair Ehlers, Commissioner Garber, Commissioner Dupont and Commissioner Gonzales

**Against:** 0

**Absent:** 2 - Commissioner Olson and Commissioner Kelsey

**Abstain:** 1 - Commissioner Ramirez

2. PC-15-34\_03 (Cottonwood Creek Phase 1, Section 3) Consider a request by Ramsey Engineering, LLC, on behalf of Cottonwood Creek JDR, LTD, for approval of a Final Subdivision Plat of Cottonwood Creek Phase 1, Section 2 for approximately 12.05 acres, more or less, out of the Farnam Frye, John F Geister, and Charles Henderson Surveys, consisting of 78 residential lots and 3 private parkland lots located near the intersection of Monterrey Oak and Cypress Parkway. (T. Carpenter)

**A motion was made by Commissioner Garber, seconded by Vice Chair Ehlers, that PC-15-34\_03 (Cottonwood Creek Phase 1, Section 3) be approved. The motion carried by the following vote:**

**For:** 6 - Chairperson Wood, Vice Chair Ehlers, Commissioner Ramirez, Commissioner Garber, Commissioner Dupont and Commissioner Gonzales

**Against:** 0

**Absent:** 2 - Commissioner Olson and Commissioner Kelsey

## PUBLIC HEARINGS

3. CUP-15-31 (Garcia's Mexican Food Restaurant) Hold a public hearing and consider a request by Garcia-Ybarra Investments on behalf of Garcia's Mexican Food Restaurant for the renewal of a Conditional Use Permit to allow the continued sale of beer and wine for on-premise

consumption at 1917 Dutton Drive Suite 200. (W. Parrish)

Chair Wood opened the public hearing.

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

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

**A motion was made by Commissioner Dupont, seconded by Commissioner Gonzales, that CUP-15-31 (Garcia's Mexican Food Restaurant) be approved with conditions that the CUP shall be valid for the life of the TABC Permit provided standatds are met, subject to the point system; the CUP shall be posted in the same area and manner as the Certificate of Occupancy. The motion carried by the following vote:**

**For:** 6 - Chairperson Wood, Vice Chair Ehlers, Commissioner Ramirez, Commissioner Garber, Commissioner Dupont and Commissioner Gonzales

**Against:** 0

**Absent:** 2 - Commissioner Olson and Commissioner Kelsey

4. PSA-15-02 (Wonder World Drive and Hunter Road) Hold a public hearing and consider a request by Pape-Dawson Engineers for a Preferred Scenario Amendment to change an Area of Stability and Open Space to an Employment Center and Open Space for an approximately 16.8 acre tract, more or less, out of the J.M. Veramendi Survey, Abstract 17, located at the northwest corner of Wonder World Drive and Hunter Road. (A. Brake)

Chair Wood opened the public hearing.

Alison Brake, Staff Planner advised that the applicant requested postponement of consideration to the November 10th meeting.

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

**A motion was made by Commissioner Ramirez, seconded by Vice Chair Ehlers, that PSA-15-02 (Wonder World Drive and Hunter Road) be postponed to the November 10, 2015 Planning and Zoning Commission meeting. The motion carried by the following vote:**

**For:** 6 - Chairperson Wood, Vice Chair Ehlers, Commissioner Ramirez, Commissioner Garber, Commissioner Dupont and Commissioner Gonzales

**Against:** 0

**Absent:** 2 - Commissioner Olson and Commissioner Kelsey

## **NON-CONSENT AGENDA**

5. Development Services Report:

- 1. Texas APA Current Planning Award: Sidewalk Cafes, Parklets & Similar Uses of Public Right-of-Way, presented October 9 at Texas APA Conference

Kristy Stark, Assistant Director informed the Commission that the Planning Department received the Current Planning Award from the American Planning Association for Sidewalk Cafes, Parklets and Similar Use of Public Right-of-Way at the APA Conference held in Galveston.

V. Question and Answer Session with Press and Public.

There were no questions from the press and public.

VI. Adjournment

**A motion was made that the meeting be adjourned at 6:30 p.m. The motion carried by a unanimous vote.**

\_\_\_\_\_  
**Chris Wood, Chair**                      **Kenneth Ehlers, Vice Chair**

\_\_\_\_\_  
**Angie Ramirez, Commissioner**    **Jim Garber, Commissioner**

\_\_\_\_\_  
**Shawn Dupont, Commissioner**    **Saul Gonzales, 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:  
\_\_\_\_\_

Note



## Legislation Text

---

**File #:** PC-15-40\_03, **Version:** 1

---

**AGENDA CAPTION:**

PC-15-40\_03 (Paso Robles Phase 1 Final Plat) Consider a request by Pape-Dawson Engineers, LLC, on behalf of Carma Paso Robles, LLC, for approval of a Final Plat and Subdivision Improvement Agreement for approximately 37.21 acres, more or less, out of the Edward Burleson Survey located near the intersection of Hunter Road and Centerpoint Road. (T. Carpenter)

**Meeting date:** October 27, 2015

**Department:** Planning & Development Services

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

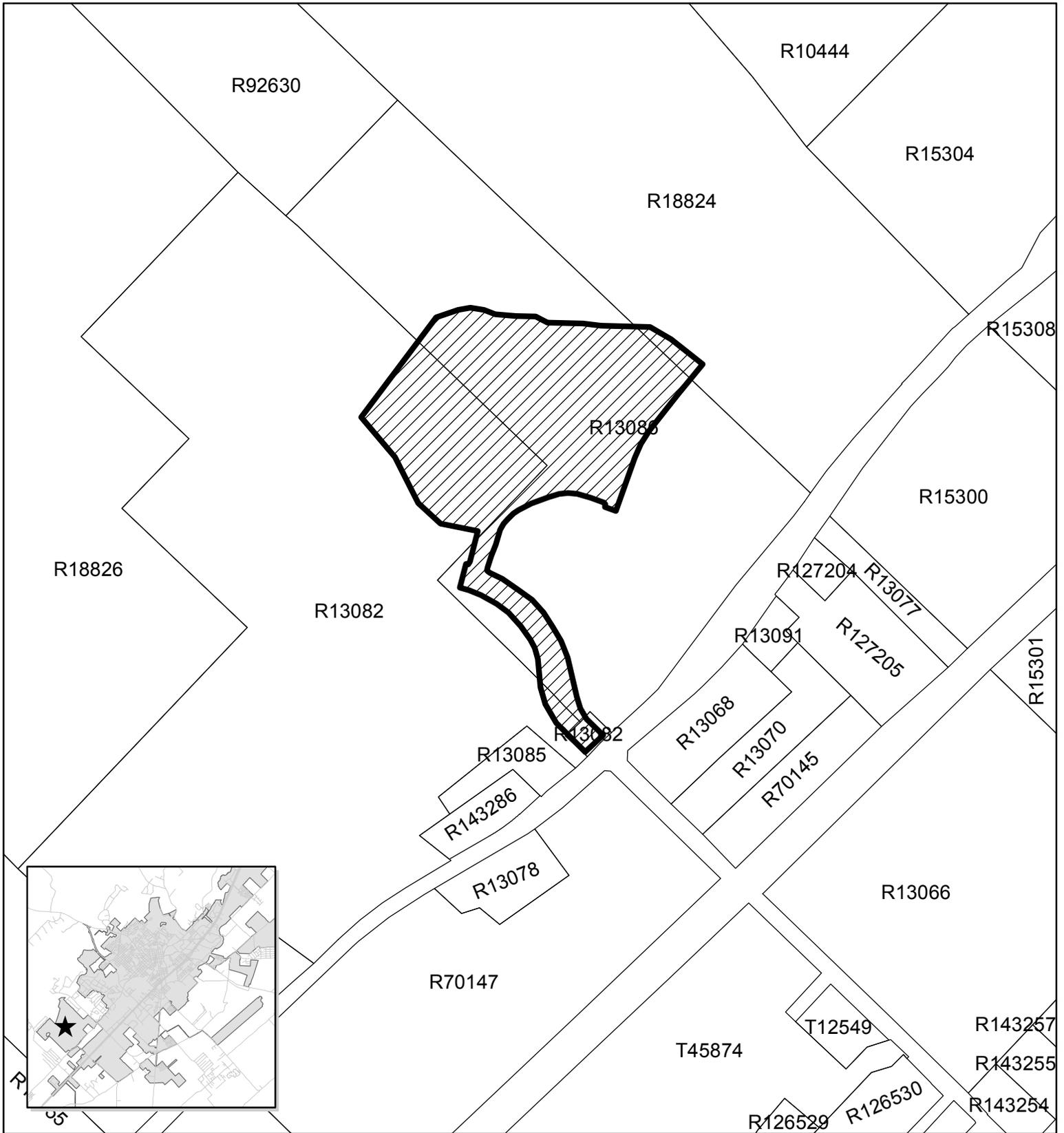
**CITY COUNCIL GOAL:** Community Wellness/ Strengthen the Middle Class

**COMPREHENSIVE PLAN ELEMENT(s):** N/A

**BACKGROUND:**

The subject property is part of the Paso Robles Planned Development District and has a base zoning of Mixed Use. This section is within the single-family portion of the development and provides for the development of 24 residential lots and one lot to be used for amenities of the development. Centerpoint Road will be extended to this phase of the development as a public road. Three new private streets are proposed. City water and wastewater lines will be extended through all streets.

Staff has reviewed the request and determined that all of the criteria have been met and is recommending **approval** of this final plat as submitted.



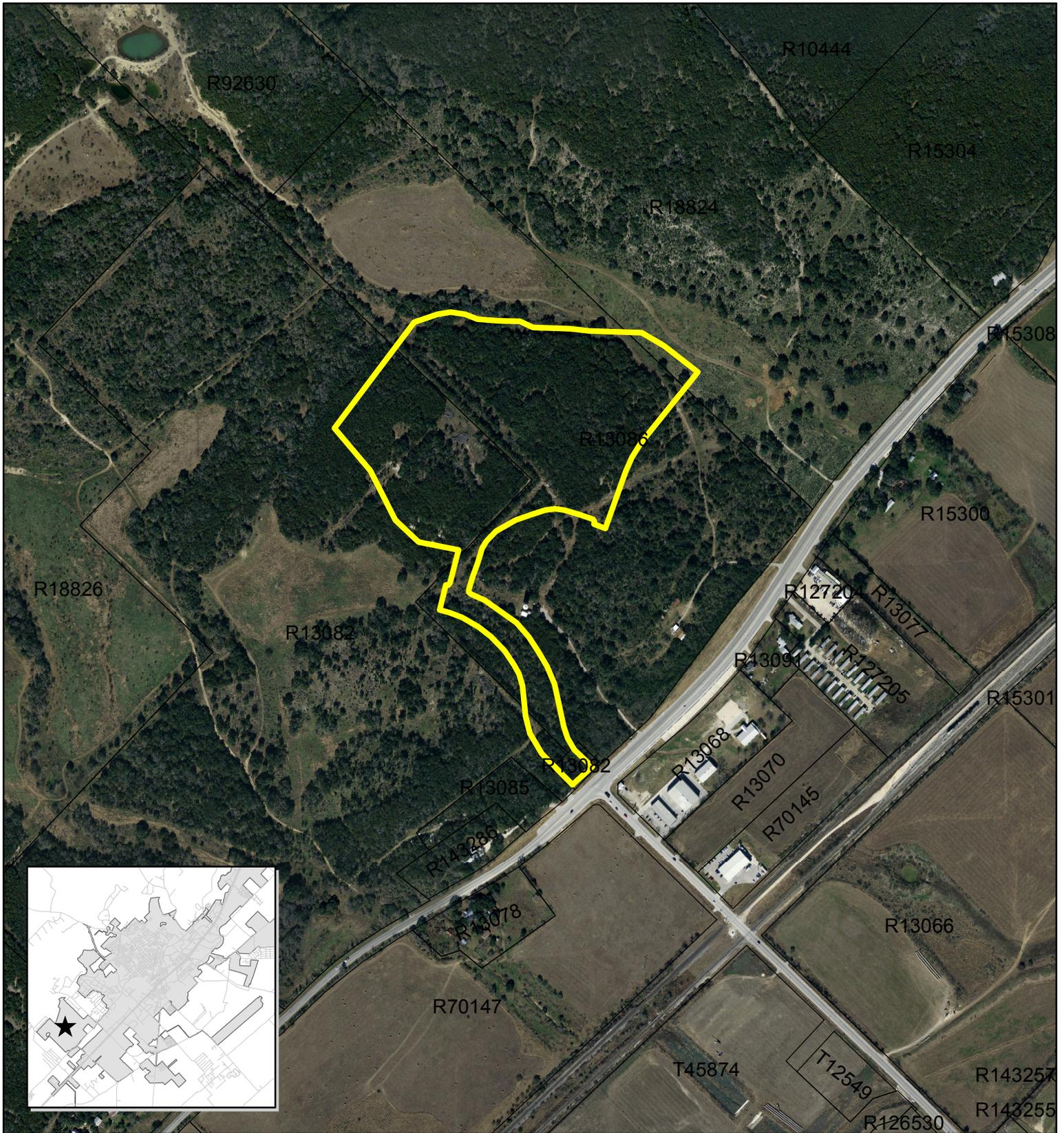
**PC-15-40\_03**  
**Paso Robles**  
**Phase 1 Final Plat**  
**Hunter Rd & Centerpoint Rd**  
**Map Date: 9/30/2015**

 Site Location

0 355 710 1,420  
 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.



**PC-15-40\_03**  
**Paso Robles**  
**Phase 1 Final Plat**  
**Hunter Rd & Centerpoint Rd**  
**Map Date: 9/30/2015**

 Site Location

0 335 670 1,340  
 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.

# PC-15-40\_03 Final Plat, Paso Robles, Phase 1



## Applicant Information:

**Agent:** Pape-Dawson Engineers, Inc.  
7800 Shoal Creek Blvd Suite 220W  
Austin, TX 78757

**Property Owner:** Carma Paso Robles, LLC  
9737 Great Hills Trail  
Suite 260  
Austin, Texas 78759

**Notification:** Notification not required

**Type & Name of Subdivision:** Final Plat, Paso Robles, Phase 1

## Subject Property:

**Summary:** The subject property is approximately 37.21 acres, more or less, and is located east at the intersection of Hunter Road and Centerpoint Road.

**Zoning:** Mixed Use/PDD

**Traffic/Transportation:** The property is northwest of Hunter Road and is accessed through the extension of Centerpoint Road; Three new private drives will be built with this phase.

**Utility Capacity:** City water and wastewater will be extended through the site. Electric service will be provided by Pedernales Electric Cooperative, Inc.

## Planning Department Analysis:

The subject property is part of the Paso Robles Planned Development District and has a base zoning of Mixed Use. This section is within the single-family portion of the development and provides for the development of 24 residential lots and one lot to be used for amenities of the development.

Centerpoint Road will be extended to this phase of the development as a public road. Three new private streets are proposed. City water and wastewater lines will be extended through all streets.

The developer intends to post surety for the public improvements in order to record the plat prior to completion of those improvement. A subdivision Improvement Agreement has been attached to this report.

Staff has reviewed the request and is recommending **approval** of this final plat as submitted, with the condition that the Public Improvement Plan be approved prior to the Planning Commission approval of the plat as per LDC Section 1.6.5.2.

<b>Planning Department Recommendation</b>	
<b>X</b>	Approve as submitted
	Approve with conditions or revisions as noted
	Alternative
	Statutory Denial

**Prepared By:**

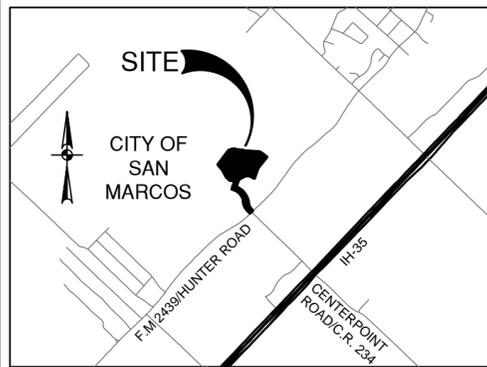
Tory Carpenter	Planner	September 30, 2015
<b>Name</b>	<b>Title</b>	<b>Date</b>

**The Commission's Responsibility:**

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

**Attachments:**

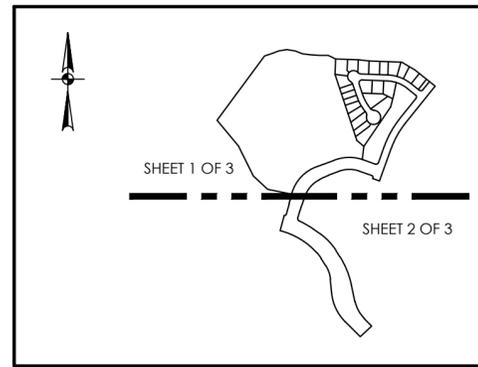
- Plat
- Subdivision Improvement Agreement
- Application



LOCATION MAP  
NOT-TO-SCALE

# FINAL PLAT OF PASO ROBLES, PHASE 1

A 37.773 ACRE, OR 1,645,405 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 301.926 ACRE TRACT SAVE & EXCEPT A CALLED 5.036 ACRE TRACT RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A CALLED 160.033 ACRE TRACT, RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A CALLED 82.835 ACRE TRACT, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND A CALLED 0.6509 ACRE TRACT, RECORDED IN VOLUME 4668, PAGE 157 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 AND THE EDWARD BURLESON SURVEY, NO. 18, ABSTRACT NO. 63, IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.



INDEX MAP  
NOT TO SCALE



SCALE: 1" = 100'



JOHN WILLIAMS  
SURVEY NO. 1  
ABSTRACT NO. 471

JOHN WILLIAMS  
SURVEY NO. 1  
ABSTRACT NO. 471

FEMA FLOODPLAIN ZONE "AE" DEFINED AS: AREAS SUBJECT TO THE 1% ANNUAL CHANCE FLOOD EVENT PANEL NO. 48209C0478F, DATED SEPTEMBER 2, 2005.

301.926 ACRES SAVE AND EXCEPT 5.036 ACRES CARMA PASO ROBLES LLC (3390/411 O.P.R.)

160.033 ACRES  
CARMA PASO ROBLES LLC  
(3087/318 O.P.R.)

OWNER: CARMA PASO ROBLES, LLC  
11501 ALTERRA PARKWAY, SUITE 100  
AUSTIN, TX 78759  
512-391-1330 P  
512-391-1333 F

ACREAGE: 37.773 ACRES

SURVEYOR: PAPE-DAWSON ENGINEERS, INC.  
7800 SHOAL CREEK BLVD, SUITE 220 WEST  
AUSTIN, TX 78757  
(512) 454-8711 P  
(512) 459-8867 F

ENGINEER: PAPE-DAWSON ENGINEERS, INC.  
7800 SHOAL CREEK BLVD, SUITE 220 WEST  
AUSTIN, TX 78757  
(512) 454-8711 P  
(512) 459-8867 F

NUMBER OF BLOCKS: 1

LINEAR FEET OF NEW STREETS:  
CENTERPOINT ROAD 1,304'  
KISSING OAK LANE 1,050'  
DANCING OAK LANE 937'  
LIVING OAK COVE 1003'

SUBMITTAL DATE: SEPTEMBER 14, 2015

NUMBER OF LOTS BY TYPE:  
LANDSCAPE LOTS: 1  
AMENITY LOTS: 1  
PRIVATE STREET LOTS: 1  
SINGLE FAMILY LOTS: 24

JOHN WILLIAMS  
SURVEY NO. 1  
ABSTRACT NO. 471

160.033 ACRES  
CARMA PASO ROBLES LLC  
(3087/318 O.P.R.)

82.835 ACRES  
CARMA PASO ROBLES LLC  
(3571/588 O.P.R.)

E. BURLESON  
SURVEY NO. 18  
ABSTRACT NO. 63

82.835 ACRES  
CARMA PASO ROBLES LLC  
(3571/588 O.P.R.)

**LEGEND**

DOC	DOCUMENT NUMBER
OPR	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
PR	PLAT RECORDS OF HAYS COUNTY, TEXAS
DR	DEED RECORDS OF HAYS COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
ROW	RIGHT OF WAY
VOL	VOLUME
PG	PAGE(S)
(SURVEYOR)	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
	SET 1/2" IRON ROD (PD)
	FLOODPLAIN

BENCHMARK DESCRIPTION AND ELEVATION:  
PT No. 9 FOUND TXDOT MONUMENT W/ ALUMINUM CAP  
NAD 83 GRID COORDINATES  
N: 13851094.2  
E: 2291476.5  
ELEVATION 649.68' (NAVD 1988)  
GEOID 03

PT No. 17 FOUND TXDOT MONUMENT W/ ALUMINUM CAP  
NAD 83 GRID COORDINATES  
N: 13850304.0  
E: 2289665.5  
ELEVATION 667.72' (NAVD 1988)  
GEOID 03

FOR REVIEW ONLY. NOT FOR FINAL RECORDATION

**PAPE-DAWSON ENGINEERS**

7800 SHOAL CREEK BLVD SUITE 220 WEST | AUSTIN TEXAS 78757 | PHONE: 512.454.8711 FAX: 512.459.8867

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 110  
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100286-01

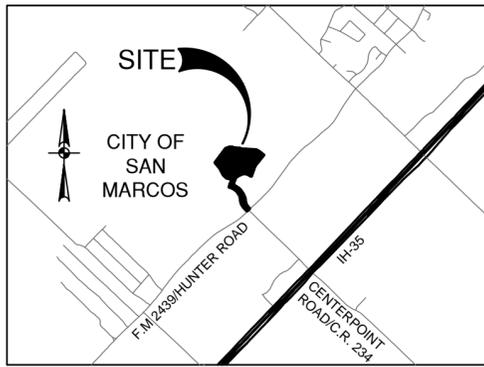
MATCHLINE - SEE SHEET 2 OF 3

MATCHLINE - SEE SHEET 2 OF 3

SHEET 1 OF 3

# FINAL PLAT OF PASO ROBLES, PHASE 1

A 37.773 ACRE, OR 1,645,405 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 301.926 ACRE TRACT SAVE & EXCEPT A CALLED 5.036 ACRE TRACT RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A CALLED 160.033 ACRE TRACT, RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A CALLED 82.835 ACRE TRACT, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND A CALLED 0.6509 ACRE TRACT, RECORDED IN VOLUME 4668, PAGE 157 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 AND THE EDWARD BURLESON SURVEY, NO. 18, ABSTRACT NO. 63, IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.



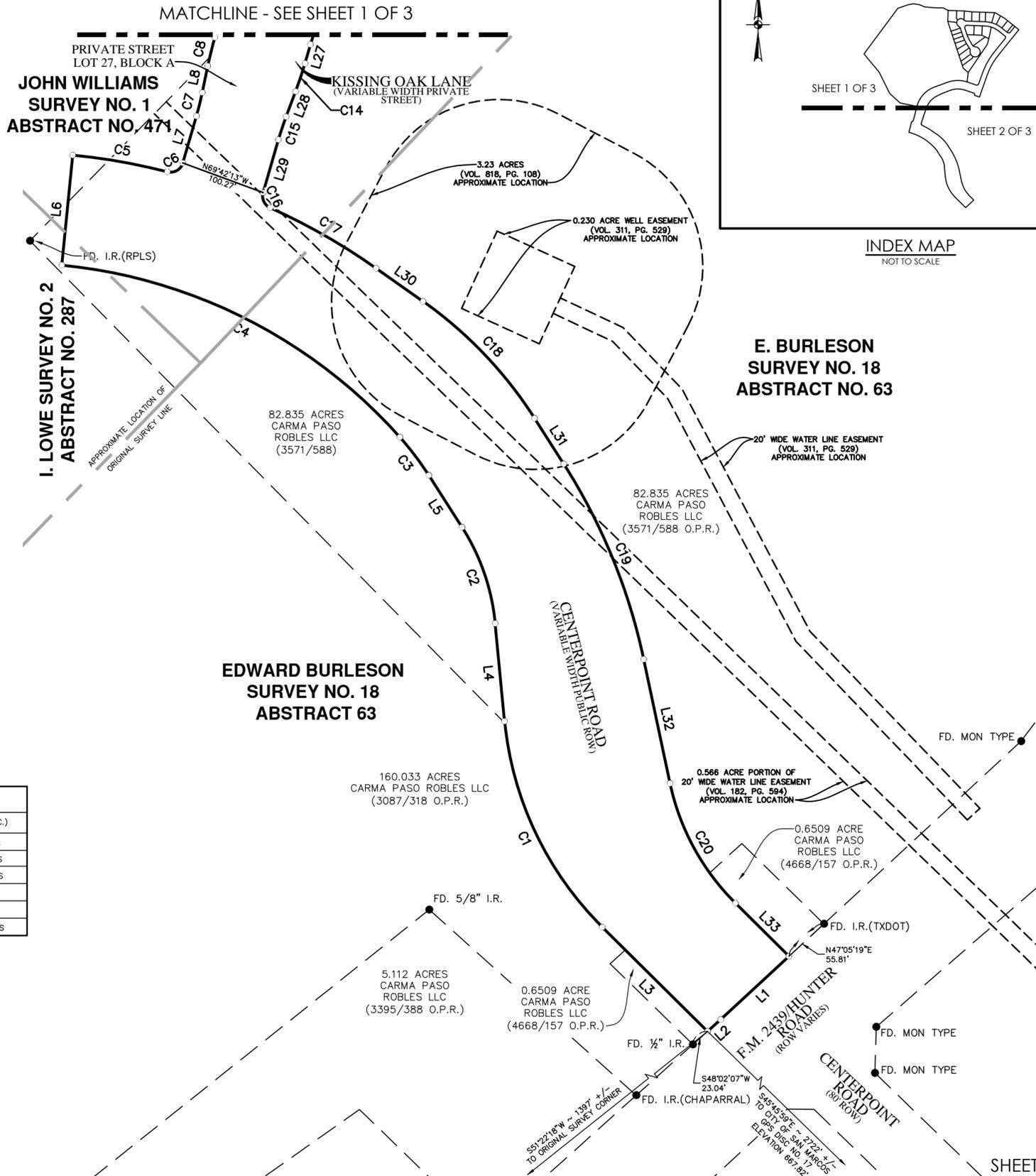
**LOCATION MAP**  
NOT-TO-SCALE

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	394.25'	39°43'30"	N25°19'21"W	267.90'	273.35'
C2	255.75'	27°03'07"	N18°59'09"W	119.63'	120.75'
C3	355.75'	9°04'16"	N37°02'51"W	56.26'	56.32'
C4	610.00'	42°45'16"	N62°57'37"W	444.70'	455.19'
C5	740.00'	8°43'34"	S79°58'28"E	112.59'	112.70'
C6	15.00'	88°16'03"	N60°15'17"E	20.89'	23.11'
C7	360.00'	4°31'35"	N13°51'29"E	28.43'	28.44'
C8	440.00'	4°31'35"	N13°51'29"E	34.75'	34.76'
C9	720.00'	19°14'05"	S29°06'29"W	240.58'	241.71'
C10	15.00'	90°00'00"	N25°30'33"W	21.21'	23.56'
C11	250.00'	40°44'33"	S89°07'10"W	174.05'	177.77'
C12	460.00'	5°34'39"	S65°57'34"W	44.76'	44.78'
C13	245.00'	47°02'59"	S39°38'46"W	195.58'	201.19'
C14	440.00'	4°31'35"	S18°23'04"W	34.75'	34.76'
C15	360.00'	4°31'35"	S18°23'04"W	28.43'	28.44'
C16	15.00'	81°50'21"	S24°47'55"E	19.65'	21.43'
C17	740.00'	11°05'42"	S60°10'14"E	143.07'	143.30'
C18	494.25'	22°06'41"	S43°34'03"E	189.56'	190.74'
C19	694.25'	20°34'47"	S22°13'19"E	248.02'	249.36'
C20	280.00'	33°15'09"	S28°33'31"E	160.23'	162.50'
C21	331.00'	55°32'54"	N43°53'43"E	308.48'	320.90'
C22	460.00'	2°55'16"	N70°12'32"E	23.45'	23.45'
C23	350.00'	40°44'33"	N89°07'10"E	243.67'	248.88'
C24	20.00'	90°00'00"	N64°29'27"E	28.28'	31.42'
C25	780.00'	19°14'05"	N29°06'29"E	260.62'	261.85'
C26	20.00'	90°00'00"	N61°6'28"W	28.28'	31.42'
C27	275.00'	36°34'01"	N69°33'29"W	172.55'	175.51'
C28	25.00'	110°41'44"	S36°48'38"W	41.13'	48.30'
C29	275.00'	18°11'16"	S27°37'52"E	86.93'	87.30'
C30	20.00'	55°46'16"	S64°36'38"E	18.71'	19.47'
C31	60.00'	29°13'32"	S53°16'30"W	67.50'	305.30'
C32	20.00'	55°46'16"	N8°50'22"W	18.71'	19.47'
C33	325.00'	18°11'16"	N27°37'52"W	102.73'	103.17'
C34	25.00'	48°11'23"	N42°37'55"W	20.41'	21.03'
C35	50.00'	207°04'30"	N36°48'38"E	97.22'	180.71'
C36	25.00'	48°11'23"	S63°44'48"E	20.41'	21.03'
C37	325.00'	36°34'01"	S69°33'29"E	203.92'	207.42'
C38	20.00'	90°00'00"	N83°43'32"E	28.28'	31.42'

LOT SUMMARY				
LOT	USAGE TYPE	NO. OF LOTS	AREA (AC.)	
---	RIGHT-OF-WAY	---	4.336 ACRES	
LOTS 1-24, BLOCK A	SINGLE FAMILY	24	10.847 ACRES	
LOT 25, BLOCK A	AMENITY	1	20.909 ACRES	
LOT 26, BLOCK A	LANDSCAPE	1	0.078 ACRE	
LOT 27, BLOCK A	PRIVATE STREETS	1	4.936 ACRES	
TOTAL:		27	41.106 ACRES	

### LEGEND

- DOC DOCUMENT NUMBER
- OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PR PLAT RECORDS OF HAYS COUNTY, TEXAS
- DR DEED RECORDS OF HAYS COUNTY, TEXAS
- FD, I.R. FOUND IRON ROD
- ROW RIGHT OF WAY
- VOL VOLUME
- PC PAGE(S)
- (SURVEYOR) FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- SET 1/2" IRON ROD (FD)
- FLOODPLAIN



BLOCK A			
LOT #	AREA (SQ. FT.)	AREA ACREAGE	USAGE TYPE
LOT 1	8,362	0.192 AC.	SINGLE FAMILY
LOT 2	9,962	0.229 AC.	SINGLE FAMILY
LOT 3	8,006	0.184 AC.	SINGLE FAMILY
LOT 4	10,322	0.237 AC.	SINGLE FAMILY
LOT 5	7,700	0.177 AC.	SINGLE FAMILY
LOT 6	9,900	0.227 AC.	SINGLE FAMILY
LOT 7	10,155	0.233 AC.	SINGLE FAMILY
LOT 8	8,793	0.202 AC.	SINGLE FAMILY
LOT 9	13,659	0.314 AC.	SINGLE FAMILY
LOT 10	9,731	0.223 AC.	SINGLE FAMILY
LOT 11	5,743	0.132 AC.	SINGLE FAMILY
LOT 12	5,754	0.132 AC.	SINGLE FAMILY
LOT 13	5,776	0.133 AC.	SINGLE FAMILY
LOT 14	7,288	0.167 AC.	SINGLE FAMILY
LOT 15	8,922	0.205 AC.	SINGLE FAMILY
LOT 16	10,223	0.235 AC.	SINGLE FAMILY
LOT 17	7,342	0.169 AC.	SINGLE FAMILY
LOT 18	15,273	0.351 AC.	SINGLE FAMILY
LOT 19	16,048	0.368 AC.	SINGLE FAMILY
LOT 20	15,580	0.358 AC.	SINGLE FAMILY
LOT 21	10,762	0.247 AC.	SINGLE FAMILY
LOT 22	10,505	0.241 AC.	SINGLE FAMILY
LOT 23	12,199	0.280 AC.	SINGLE FAMILY
LOT 24	97,296	2.234 AC.	SINGLE FAMILY
LOT 25	912,815	20.955 AC.	AMENITY
LOT 26	3,396	0.078 AC.	LANDSCAPE
LOT 27	215,002	4.936 AC.	PRIVATE STREET

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S47°05'19"W	109.36'	L26	S63°10'15"W	40.97'
L2	S48°02'07"W	20.75'	L27	S16°07'16"W	23.17'
L3	N45°11'06"W	173.77'	L28	S20°38'51"W	31.74'
L4	N5°27'36"W	115.43'	L29	S16°07'16"W	64.71'
L5	N32°30'43"W	72.34'	L30	S54°37'24"E	67.46'
L6	N5°39'45"E	130.00'	L31	S32°30'43"E	63.63'
L7	N16°07'16"E	57.41'	L32	S11°55'56"E	149.14'
L8	N11°35'41"E	31.74'	L33	S45°11'06"E	88.57'
L9	N16°07'16"E	22.75'	L34	N16°07'16"E	8.77'
L10	N78°41'53"W	201.60'	L35	N71°40'10"E	22.98'
L11	N47°03'15"W	165.09'	L36	N68°44'54"E	99.22'
L12	N71°32'46"E	72.87'	L37	N19°29'27"E	146.44'
L13	N68°41'25"E	49.49'	L38	N38°43'32"E	218.98'
L14	N80°12'02"E	70.24'	L39	N87°50'29"W	212.27'
L15	S80°36'12"E	71.73'	L40	S18°32'14"E	106.43'
L16	S68°06'07"E	63.22'	L41	S36°43'30"E	43.91'
L17	N88°39'36"E	146.97'	L42	N36°43'30"W	43.91'
L18	S83°07'17"E	48.71'	L43	N18°32'14"W	122.87'
L19	S63°52'38"E	90.24'	L44	S87°50'29"E	228.71'
L20	S83°24'33"E	90.27'	L45	S51°16'28"E	92.87'
L21	S59°36'08"E	128.08'	L46	S38°43'32"W	398.98'
L22	N70°30'33"W	60.00'	L47	N58°08'52"W	8.85'
L23	N19°29'27"E	5.00'	L48	N23°56'48"E	20.59'
L24	N70°30'33"W	111.80'	L49	N39°42'49"W	23.83'
L25	S68°44'54"W	86.80'			

FOR REVIEW ONLY. NOT FOR FINAL RECORDATION



7800 SHOAL CREEK BLVD SUITE 220 WEST | AUSTIN TEXAS 78757 | PHONE: 512.454.9711 FAX: 512.459.8867

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 410  
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 10228-01

Civil Job No. 50848-00; Survey Job No. 50848-00 PASO ROBLES, PHASE 1

FINAL PLAT  
OF  
**PASO ROBLES, PHASE 1**

A 37.773 ACRE, OR 1,645,405 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 301.926 ACRE TRACT SAVE & EXCEPT A CALLED 5.036 ACRE TRACT RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A CALLED 160.033 ACRE TRACT, RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A CALLED 82.835 ACRE TRACT, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND A CALLED 0.6509 ACRE TRACT, RECORDED IN VOLUME 4668, PAGE 157 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 AND THE EDWARD BURLESON SURVEY, NO. 18, ABSTRACT NO. 63, IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

**SURVEYOR'S NOTES:**

1. PROPERTY CORNERS ARE MONUMENTED WITH A CAP OR DISK MARKED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
2. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
3. DIMENSIONS SHOWN ARE SURFACE WITH A COMBINED SCALE FACTOR OF 1.00013.
4. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
5. THE EASEMENTS CREATED BY SEPARATE INSTRUMENT AND THEIR LOCATIONS ARE GOVERNED BY THE TERMS, PROVISIONS AND CONDITIONS OF SUCH SEPARATE INSTRUMENTS.

**SUBDIVISION NOTES:**

1. THIS PLAT (AND LOTS THEREIN) IS SUBJECT TO THE PDD AGREEMENT WITH THE CITY OF SAN MARCOS, ORDINANCE #2010-59, APPROVED OCTOBER 5, 2010.
2. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE PASO ROBLES PDD, OR AS APPROVED BY THE CITY OF SAN MARCOS.
3. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER TRANSITION ZONE.
4. EASEMENTS NOT WITHIN THE LIMITS OF THE PLAT WILL BE PROVIDED BY SEPARATE INSTRUMENT.
5. ALL PROPERTY OWNERS FRONTING ONTO A PRIVATE STREET WILL BE ASSESSED ADDITIONAL HOA FEES FOR STREET MAINTENANCE AND REPAIRS.
6. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48209C0478F EFFECTIVE DATE SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS.
7. LOT 26 & 27, BLOCK A SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
8. LOT 27, BLOCK A IS DEDICATED AS AN ACCESS AND CITY OF SAN MARCOS DRAINAGE, WATER, AND WASTEWATER UTILITY EASEMENT FOR PRIVATE STREETS AND MAY BE USED FOR UTILITIES. THE USE OF THIS LOT BY FRANCHISE UTILITIES SHALL BE APPROVED BY THE HOMEOWNER'S ASSOCIATION.
9. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL RIGHTS-OF-WAY AND PRIVATE STREET LOTS.
10. USE OF PUBLIC UTILITY EASEMENTS BY FRANCHISE UTILITIES SHALL BE APPROVED BY THE HOMEOWNER'S ASSOCIATION.

STATE OF TEXAS §  
COUNTY OF HAYS §

That Carma Paso Robles, LLC, is the owner of all called 301.926 acre tract, Save & Except a called 5.036 acre tract, recorded in Volume 3390, Page 411 of the Official Public Records of Hays County, Texas, a called 160.033 acre tract, recorded in Volume 3087, Page 318 of the Official Public Records of Hays County, Texas, a called 82.835 acre tract, recorded in Volume 3571, Page 588 of the Official Public Records of Hays County, Texas and a called 0.6509 acre tract, recorded in Volume 4668, Page 157 of the Official Public Records of Hays County, Texas, out of the John Williams Survey, Abstract 471 and the Nathaniel Hubbard Survey No. 35, Abstract 230, in the City of San Marcos, Hays County, Texas, do hereby subdivide said 301.926 acre tract of land, said 160.033 acre tract of land, said 82.835 acre tract of land and said 0.6509 acre tract of land pursuant to public notification and hearing provisions of Chapter 212 of the Texas local Government Code, in accordance with this plat, to be known as **PASO ROBLES, PHASE 1**, and do hereby dedicate to the public the use of the easements shown hereon subject to any easements, covenants or restrictions heretofore granted and not released.

\_\_\_\_\_  
Shaun Cranston, Senior Vice President  
Carma Paso Robles, LLC

THE STATE OF TEXAS §  
COUNTY OF HAYS §

Before me, the undersigned authority on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purpose and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this day of \_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Notary's Name  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

I, Parker J. Graham, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision and that the monuments were properly placed under my supervision.

\_\_\_\_\_  
Parker J. Graham  
Registered Professional Land Surveyor No. 5556  
State of Texas  
Pape-Dawson Engineers, Inc.  
TBPE, Firm Registration No. 470  
TBPLS, Firm Registration No. 10028801  
7800 Shoal Creek Boulevard, Suite 220 West  
Austin, Texas, 78757

\_\_\_\_\_  
Date

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

That I, Michael S. Fisher, do hereby certify that proper engineering has been given this plat to the matters of streets, lots and drainage layout. To the best of my knowledge this plat conforms to all requirements of the development code.

\_\_\_\_\_  
Michael S. Fisher  
Registered Professional Engineer No. 87704  
Pape-Dawson Engineers, Inc.  
TBPE, Firm Registration No. 470  
TBPLS, Firm Registration No. 10028801  
7800 Shoal Creek Boulevard, Suite 220 West  
Austin, Texas, 78757

\_\_\_\_\_  
Date

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, Texas.

\_\_\_\_\_  
Chairman, Planning and Zoning Commission      Date

\_\_\_\_\_  
Shannon Mattingly      Date  
Director of Development Services

\_\_\_\_\_  
Francis Serna      Date  
Recording Secretary

\_\_\_\_\_  
Laurie Moyer      Date  
Director of CIP and Engineering

THE STATE OF TEXAS §  
COUNTY OF HAYS §

I, Liz 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 \_\_\_\_\_, 20\_\_\_\_, A.D., at \_\_\_\_ o'clock \_\_\_\_M. and duly recorded on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., at \_\_\_\_ o'clock \_\_\_\_M. in the plat records of Hays County, Texas in Book\_\_\_\_, Page(s)

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK of said County the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

\_\_\_\_\_  
Liz Gonzalez, County Clerk  
Hays County, Texas

FOR REVIEW ONLY. NOT FOR FINAL RECORDATION



7800 SHOAL CREEK BLVD | AUSTIN TEXAS 78757 | PHONE: 512.454.9711  
SUITE 220 WEST | FAX: 512.459.8867  
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 410  
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100288-01

PASO ROBLES, PHASE 1  
Civil Job No. 50848-00; Survey Job No. 50848-00

Date: Oct 05, 2013, 1:06m User: ID: jh111111  
File: H:\Survey\Civil\50848-00\PLAT\F09648-00.dwg

**City of San Marcos  
Subdivision Improvement Agreement**

Subdivision Name: PASO ROBLES, PHASE 1  
Developer Name: CARMA PASO ROBLES, LLC  
Developer Address: 11501 ALTERRA PARKWAY, STE. 100  
AUSTIN, TEXAS 78759

Planning Dept. Case No.:

**Recitals:**

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

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

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

**Agreement:**

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

- 1. Recitals Incorporated.** The Recitals are incorporated in this Agreement for all purposes.
- 2. Parties.** The parties to this Agreement are the Developer(s) and the City of San Marcos.
- 3. Effective Date.** This Agreement is effective on the date the Developer(s) signs it (the “Effective Date”).

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

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

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

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

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

acquired is subject to approval by the City Attorney. The Developer(s) agrees to record each such document in the official public records of the county in which the Property is located, and to provide a copy of each such recorded document to the City Attorney.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:  
City Manager  
City of San Marcos  
630 E. Hopkins  
San Marcos, TX 78666  
Fax: 512/396-4656

To the Developer(s):  
Max Miller  
Carma Paso Robles, LLC  
11501 Alterra Parkway, Suite 100  
Austin, TX 78759  
Fax: 512/391-1330

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

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

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

**Executed** by the parties to be Effective on \_\_\_\_\_

[signatures on following page]

City of San Marcos, Texas

By: \_\_\_\_\_  
Jared Miller City Manager

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

Notary seal: \_\_\_\_\_  
Notary Public, State of Texas

Developer One:  
*Carma Paso Robles, LLC*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Shaun Cranston, Senior Vice President

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of \_\_\_\_\_.

Notary Seal: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Developer Two:  
*Insert Typed Name*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name, title

This instrument was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of  
\_\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**Consent of Lienholder to  
Subdivision Improvement Agreement**

Subdivision Name: \_\_\_\_\_  
Developer(One) Name: \_\_\_\_\_  
Developer (One) Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Lienholder Name: \_\_\_\_\_  
Lienholder Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Recitals:**

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

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

Deed of Trust dated \_\_\_\_\_, from the Developer to \_\_\_\_\_, Trustee, securing the payment of a promissory note payable to the Lienholder. The Deed of Trust is recorded in Volume \_\_\_\_, page \_\_\_\_ of the Official Public Records of \_\_\_\_\_ County, Texas.

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

**Agreement:**

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

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

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

Executed on \_\_\_\_\_

Lienholder:  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
**Printed name, title**

This instrument was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of  
\_\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**Consent of Lienholder to  
Subdivision Improvement Agreement**

Subdivision Name: \_\_\_\_\_  
Developer(Two) Name: \_\_\_\_\_  
Developer (Two) Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Lienholder Name: \_\_\_\_\_  
Lienholder Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Recitals:**

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

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

Deed of Trust dated \_\_\_\_\_, from the Developer to \_\_\_\_\_, Trustee, securing the payment of a promissory note payable to the Lienholder. The Deed of Trust is recorded in Volume \_\_\_\_, page \_\_\_\_ of the Official Public Records of \_\_\_\_\_ County, Texas.

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

**Agreement:**

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

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

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

Executed on \_\_\_\_\_

Lienholder:  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
**Printed name, title**

This instrument was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of  
\_\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

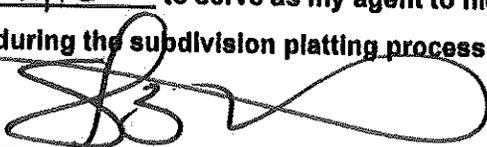
**EXHIBIT A:  
METES AND BOUNDS DESCRIPTION OF PROPERTY**

City of San Marcos  
SUBDIVISION PLAT APPLICATION

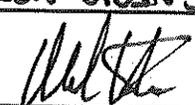
	<u>APPLICANT</u>	<u>PROPERTY OWNER</u>
no	<u>PAPE-DAWSON ENGINEERS, INC.</u>	<u>CARMA PASO ROBLES, LLC</u>
ing Address	<u>7800 SHOAL CREEK BLVD.</u> <u>SUITE 220W</u> <u>AUSTIN, TX 78757</u>	<u>11501 ALTERRA PKWY.</u> <u>SUITE 100</u> <u>AUSTIN, TX 78758</u>
ime Phone	<u>512-454-8711</u>	<u>512-391-1330</u>
il Address	<u>MFISHER@PAPE-DAWSON.COM</u>	<u>SHAUN.CRANSTON@BROOKFIELDRPC.COM</u>

**DECLARATION AND ACKNOWLEDGEMENT STATEMENT:**

SHAUN CRANSTON acknowledge that I am the rightful owner of the property proposed for subdivision and I hereby authorize MICHAEL FISHER, P.E. to serve as my agent to file this application and to work with the responsible Official on my behalf during the subdivision platting process.

Signature of Property Owner: 

Printed Name: SHAUN CRANSTON Date: 04 SEPT 2015

Signature of Agent: 

Printed Name: MICHAEL FISHER, P.E. Date: 9/2/15

**Subdivision Plats**

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

- Variance
- Plat Vacation

Section \_\_\_\_\_  
 Accompanying \_\_\_\_\_

**Development Plats**

- Preliminary Development Plat
- Final Development Plat

**Minor Subdivision Plats (for Administrative Approval)**

- Minor Subdivision Plat

**Revisions to Recorded Plats (for Administrative Approval)**

- Amending Plat
- Replat without Vacation

**SUBJECT PROPERTY**

Subdivision Name: PASO ROBLES, PHASE 1

Address or General Location: NORTH OF THE INTERSECTION OF CENTERPOINT RD. & HUNTER RD.

Proposed Number of Lots: 27 Acres: 37.421

Appraisal District Tax ID: R13086, R137960, R13082, R18824

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

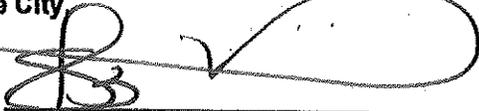
Proposed Use of Land SINGLE-FAMILY RESIDENTIAL, ROADWAY, & AN AMENITY CENTER

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

**SUBDIVISION IMPROVEMENT AGREEMENT**

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

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

Signature: 

Printed Name: SHAUN CRANSTON Date: 04 SEPT 2015  
SENIOR V.P.

## Jennifer Franklin @PD

---

**From:** Brake, Alison <ABrake@sanmarcostx.gov>  
**Sent:** Wednesday, September 02, 2015 1:59 PM  
**To:** Jennifer Franklin @PD  
**Cc:** Carpenter, Tory  
**Subject:** Utility Service Acknowledgements  
**Attachments:** Subdivision Improvement K 6-05.doc

Jennifer,

Tory said that he's ok using the same acknowledgement statements as the Prelim.

I've attached the Subdivision Improvement Agreement (SIA) template that will have to be submitted with the Final. I've also copied Tory on this as he probably will be the case manager when it's submitted.

Thanks!

*Alison E. Brake, CNU-A*  
Planner  
Planning and Development Services  
City of San Marcos  
Phone: 512-393-8232



Before printing this email,  
please consider your eco-footprint.

**ELECTRIC UTILITY SERVICE ACKNOWLEDGEMENT:**

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

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

Name of Electric Service Provider PEDERNALES ELECTRIC COMPANY COOPERATIVE, Inc.

Applicable Utility Service Code(s) A, D

Comments/Conditions PLEASE PLACE A 15' PUE ALONG ALL ROAD  
RIGHT OF WAY AND A 5' PUE ON ALL SIDE LOT LINES. ADDITIONAL  
EASEMENTS WILL BE HANDED BY SEPARATE INSTRUMENT DURING  
CONSTRUCTION PHASE.

Signature of Electric Company Official 

Title RIGHT OF WAY AGENT Date 4/17/15

**GAS UTILITY SERVICE ACKNOWLEDGEMENT:**

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

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

Name of Gas Service Provider CENTERPOINT ENERGY

Applicable Utility Service Code(s) \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Gas Company Official \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**ELECTRIC UTILITY SERVICE ACKNOWLEDGEMENT:**

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

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

Name of Electric Service Provider PEDERNALES ELECTRIC COMPANY

Applicable Utility Service Code(s) \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

Signature of Electric Company Official \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**GAS UTILITY SERVICE ACKNOWLEDGEMENT:**

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

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

Name of Gas Service Provider CENTERPOINT ENERGY

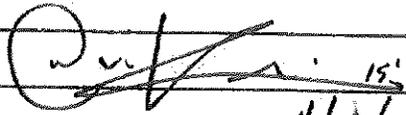
Applicable Utility Service Code(s) B

Comments/Conditions NEED MASTER PLAN (PRELIM) to

forecast SIZING of APPROACH MAIN INFRASTRUCTURE.

ALSO WILL REQUIRE PRE DEVELOPMENT AGREEMENT

w/ BROOKFIELD.

Signature of Gas Company Official 

Title MARKETING CONSULTANT Date 4/13/2015

Pass Public

**WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:**

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

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

Name of Water Service Provider CITY OF SAN MARCOS

Applicable Utility Service Code(s) C

Comments/Conditions Line extension required

Signature of Water Utility Official: [Signature]

Title: Water Dist Manager Date: April 17, 2015

Name of Wastewater Service Provider CITY OF SAN MARCOS

Applicable Utility Service Code(s) C

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

Comments/Conditions Line extensions required

Signature of City or County Wastewater Official: [Signature]

Title: Wastewater Coll. mgr Date 4-23-15

**TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:**

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

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

Name of Telephone Service Provider CENTURY TEL

Applicable Utility Service Code(s) \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

Signature of Telephone Company Official \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

**SUBMITTAL REQUIREMENTS FOR ALL PLATS:**

**WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:**

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

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

Name of Water Service Provider CITY OF SAN MARCOS

Applicable Utility Service Code(s) \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

Signature of Water Utility Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Wastewater Service Provider CITY OF SAN MARCOS

Applicable Utility Service Code(s) \_\_\_\_\_

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

Comments/Conditions \_\_\_\_\_

Signature of City or County Wastewater Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

**TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:**

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

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

Name of Telephone Service Provider CENTURY TEL

Applicable Utility Service Code(s) C, D

Comments/Conditions \_\_\_\_\_

Signature of Telephone Company Official 

Title: Engineer Date 04-16-15

**SUBMITTAL REQUIREMENTS FOR ALL PLATS:**

- Complete application
- Required fees \$ 2,510 (see next page for Fee Schedule)
- All legislative requirements complete
- Proof of record ownership (recorded deed corresponds to ownership indicated on tax certificate)
- Current tax certificate (must show prior year taxes paid by January 31st of current year)
- Names and addresses of property lien-holders
- One digital copy of submittal materials including CAD file
- Five 18"x24" hard copies of plat document\*

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

Signature of Applicant: 

Printed Name: MICHAEL FISHER, P.E.

Date: 9/2/15

\*Plats in the ETJ may require additional hard copies.

**ADDITIONAL REQUIREMENTS:**

**Subdivision Concept Plats:**

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

**Preliminary Subdivision Plats or Preliminary Development Plats**

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

**Final Subdivision or Final Development Plats:**

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

**Minor Subdivision Plats:**

Minor subdivisions plats must meet the following qualifications:

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

**Amending Plats and Replats:**

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

## Fee Schedule

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

**STAFF USE ONLY:**

Submittal Date: 9/14/15                      5 Business Days from Submittal: 9/21/15  
 Completeness Review By: Andrew Rice                      Date: 9/15/15  
 Contact Date for Supplemental Info: \_\_\_\_\_  
 Supplemental Info Received (required within 5 days of contact): \_\_\_\_\_  
 Application Returned to Applicant: \_\_\_\_\_  
 Application Accepted for Review: 9/15/15                      Fee: \_\_\_\_\_  
 Comments Due to Applicant 9/30/15  
 Date for Plat Resubmittals 10/9/15  
 Date of Planning and Zoning Commission Meeting: 10/27/15



# City of San Marcos

630 East Hopkins  
San Marcos, TX 78666

## Legislation Text

---

**File #:** ID#15-653, **Version:** 1

---

**AGENDA CAPTION:**

Development Services Report:

1. Nov. 10<sup>th</sup> - Code SMTX Open House

**Meeting date:** October 27, 2015

**Department:** Planning and Development Services

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**CITY COUNCIL GOAL:** N/A

**COMPREHENSIVE PLAN ELEMENT(s):**

**BACKGROUND:**



# Exploring Code SMTX Open House

*Realizing Our Community Vision with Code SMTX*

The *Vision San Marcos* Comprehensive Plan, adopted in 2013, is one of the most important tools our city has to guide growth in an effective, orderly manner that is consistent with the desires of the community.

Code SMTX will update the Land Development Code with new options and tools to shape **HOW** growth occurs in order to achieve the policies, goals, and objectives identified in the Comprehensive Plan. Join fellow community members, land owners, and professionals for an Open House to explore Code SMTX and see how *Vision San Marcos* is being implemented.

**NOVEMBER 10**

**10 am - 8 pm**

**SAN MARCOS**

**ACTIVITY CENTER**

**501 E Hopkins Street, Room 3**

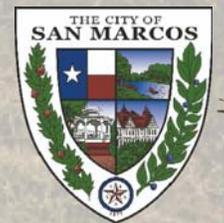
## **OPEN HOUSE ACTIVITIES**

**LISTEN** | 10 minute presentations every hour on the hour.

**LEARN** | View information and plans at one of 5 stations.

**COMMENT** | Provide feedback on Code SMTX Strategies.

**For more information contact the Planning & Development Services Department:  
512.393.8230 or [planning\\_info@sanmarcostx.gov](mailto:planning_info@sanmarcostx.gov)**



*Creating places to accommodate the City's Growing Population*

[www.sanmarcostx.gov/codesmtx](http://www.sanmarcostx.gov/codesmtx)