



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Regular Meeting Agenda - Final Planning and Zoning Commission

Tuesday, April 26, 2016

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 April 12, 2016.
2. PC-16-09_03 (Paso Robles Phase 2A Final Plat) Consider a request by Pape-Dawson Engineers, LLC, on behalf of Carma Paso Robles, LLC, for approval of a Subdivision Improvement Agreement and Final Plat for approximately 10.656 acres, more or less, out of the Edward Burleson Survey located near the intersection of Hunter Road and Centerpoint Road. (T. Carpenter)

PUBLIC HEARINGS

3. CUP-16-10 (Higher Grounds) Hold a public hearing and consider a request by Graffito Beverages, L.L.C., on behalf of Higher Grounds, for a new Conditional Use Permit to allow the sale of beer and wine for on-premise consumption at 407 South Stagecoach Trail, Suite 103. (A. Brake)
4. CUP-16-11 (Buie Tract Phase 1 Mixed Use Tract) Hold a public hearing and consider a request by Stone Development Group, Inc., for a Conditional Use Permit to allow Multifamily (Apartments) as well as 14,000 square feet of commercial space on a lot that is zoned Mixed Use. (W. Parrish)
5. PC-15-36_03 (Coachman Replat) Hold a public hearing and consider a request by Byrn and Associates, Inc. on behalf of Kutscher Holdings, LP, for approval of a replat of 16.58 acres, more or less, being Lot 1, Block 1 Coachman Subdivision, establishing Lots 1-A, 1-B, 1-C, 1-D, 1-E, and 1-F, Coachman Subdivision, Hays County, Texas. (A.Villalobos)

- 6. Hold a public hearing and consider a recommendation to City Council on the 10-Year Capital Improvements Program (FY 2017-2026)

NON-CONSENT AGENDA

- 7. Discussion and direction to staff regarding the time allowed for Applicant presentations.

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#16-213, **Version:** 1

AGENDA CAPTION:

Consider approval of the minutes of the Regular Meeting on April 12, 2016.

Meeting date: April 26 2016

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

DRAFT

630 East Hopkins
San Marcos, TX 78666

Meeting Minutes Planning and Zoning Commission

Tuesday, April 12, 2016

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 Garber at 6:03 p.m. on Tuesday, April 12, 2016 in the City Council Chambers of the City of San Marcos, City Hall 630 E. Hopkins, San Marcos, Texas.

II. Roll Call

Present 9 - Commissioner Jim Garber, Commissioner Travis Kelsey, Commissioner Shawn Dupont, Commissioner Saul Gonzales, Commissioner Kate McCarty, Commissioner Douglas Beckett, Commissioner Betseygail Rand, Commissioner Lee Porterfield, and Commissioner Angie Ramirez

III. Chairperson's Opening Remarks

IV. 30 Minute Citizen Comment Period

Linda Coker lives on Post Road spoke against the Lindsey Hill Project. She said she is on the Board of the Heritage Association, member of the Hays County Historical Commission and runs the County Museum in the courthouse. Ms. Coker stated she deals with tourist on a daily basis and would have a good perspective of downtown. She said the thought of Lindsey Hill being a boutique with a hotel with people strolling downtown and not using their vehicles is not feasible. She pointed out that people will use their vehicles. Ms. Coker added that it is important to know where San Marcos is at. She said San Marcos is the place where people want to be. Se added that we don't have to accept every project that comes along. Ms. Coker advised the Commission to use their power wisely and to our advantage and maintain the integrity that has gotten San Marcos to this point.

Wayne Kraemer, 733 Belvin stated that after several meetings with the developers he is convinced that developers vision is not compatible with the Vision San Marcos and not appropriate for the surrounding neighborhoods. He said it is his view the Lindsey Hill project will undermine the character of the the Historic Districts. He pointed out that the property is designated at an Area of Stability in the Comprehensive Plan. Mr. Kraemer read statements from pages 7, 83 and 85 from the Comprehensive Plan. He said that the burden of proof holds solely on the developer to prove that there is no

negative impact on the neighborhoods. Mr. Kraemer stated that the project is not appropriate in density or conceptualization. He added that there is a need for protocols for protecting Historic Districts and creating buffers between areas of development and areas of stability. He pointed out that the Comp Plan provides the protocols to protecting neighborhoods.

Ty Stonephifer, 324 Moore spoke in opposition to the Lindsey Hill Development. He said does not see the development as being positive but undestructive. He explained that they tear down a historic site for an out of state developer. He referred to other developments that he feels have issues or have failed. Mr. Stonephifer said he feels that the project has moved too fast and only a few people knowing about it. He pointed out that he lives across the street from the property and has had two accidents. He said he does not believe adding a 350 parking garage will not affect the traffic.

Barbara Barks, 1120 W. Hopkins gave observations and said she sees things a little differently than others. She said people have said the development is big and feels that the 4.7 acres will have a big development. She said is it obvious that it will be a commercial development which is something we haven't seen in the area. Ms. Barks added that the development will be a profitable one which is not a bad thing. She added that she wants the development to be profitable and beautiful for San Marcos and the neighborhood. Ms. Barks said people are concerned about traffic and so is she. She stated that traffic studies have been done and feels that the studies are correct with some differences. She feels that traffic will follow on Moore Street as San Marcos grows. Ms. Barks explained that condos and townhomes were not suitable for the property. She stated that she would like to see a place where adults can live where other adults live and making it legally binding as possible. She feels that apartments for adults would be suitable. Ms. Barks asked the Commission to consider the positives.

Mat Akins, 704 W. Hopkins, spoke in support of the request. He said density option creates and maintains walkable and bikeable and less car dependant. He said the Lindsey Hill project encourages people to drive less.

Lisa Marie Coppalletta, 1322 Belvin spoke in opposition to the Lindsey Hill project. She expressed her concerns about the buffer and water runoff to Belvin Street. She added that those walking will inhale excavation dust, asbestos and other air quality issues. Ms. Coppalletta added that caves will be affected and traffic will increase. She expressed her concerns about the PDD.

Mike Dillon, 1000 Burleson, he and his wife run Crystal River Inn at 326 W. Hopkins. Mr. Dillon spoke in opposition to the request. He explained that the request is way too dense. He added that this would be the 3rd largest hotel in town. He said hotels belong on the freeway. Mr. Dillon also mentioned that he does not care for the height and if the developer could possibly reduce the height. He stated that he likes the idea of townhouses and feels that young professors would benefit. He thanked the developers for working with them but feels they are fixed on maxing out the hotel and

apartments. Mr. Dillon said he feels this is the wrong development at this location. He urged the Commission to not allow the request.

Josh Simpson, 517 W. Hutchison Street spoke in support of the project. He said it will bring up property values. He stated he understands peoples concerns but feels if we educate ourselves about the process we would trust more. Mr. Simpson agreed that they should focus on the positives and could benefit everyone.

Laura Hughes, 718 Easton, Blanco Vista Subdivision asked if the developers are required to change the zoning to facilitate their proposal. She stated that she received a copy of the land use matrix and point out that there are 45 land uses that can be developed on the property. She pointed out that the developer knew the zoning and took a risk of knowing that the zoning may not be approved. Ms. Hughes is concerned that if zoning is changed more developers will request zoning changes. She pointed out that the developer is from out of town and doesn't have to deal with the issues of project. She is concerned with the domino affect in the Historic District. Ms. Hughes mentioned that people move to San Marcos for the atmosphere because San Marcos has a little town feel and everyone likes to live here. She asked the Commission to keep the small town feel and don't ruin what has started.

Marianne Moore stated she is concerned about the Lindsey Hill project. She said change is inevitable but it needs to be done right. She expressed concerns with traffic and the density of the proposed project. Ms. Moore pointed out that the housing with one bedroom apartments are geared towards students. She asked who is going to monitor restriction placed on the apartments to assure the ages of people living in the apartments. Ms. Moore asked how many residential districts have to suffer with student housing apartments. She pointed out that Historic Districts should be cherished. Ms. Moore asked the Commission not to make the mistake of thinking that such an involved business will not negatively impact the homeowners.

Cherry Walts, 1001 Burluson spoke in opposition to the Lindsey Hill Development. She said this is the wrong development for this location. She expressed concerns with traffic in her neighborhood. Ms. Walts stated that the Historic District is predominantly made up of single family homes and not conducive to multi-family zoning. She feels it would be good for upscale condos for seniors and young professionals.

Vic Patel said there is only a few special things worth saving in San Marcos and the Historic District is one of those things worth saving. He explained that the Historic District is unique. Mr. Patel pointed out that there is a right place and a wrong place to put a hotel of that size. He explained that traffic will increase with service vehicles and during hotel check-in. Mr. Patel pointed out that there is plenty of land all over town for a hotel.

Pablo G. Palomino, works for Vic Patel, born and raised in San Marcos, he feels there is not enough demand for more hotels. He said that the development is for attracting young people who want a walkable environment. Mr. Palomino expressed concerns

with additional development and traffic in the area. He pointed out that the walkable environment already exists.

Monte Sheffield (signed up but was not available)

Sara Lee Underwood Myers, 1415 Harper Drive said she does not live in the neighborhood but was asked to come to the meeting. She pointed out that she lives in the neighborhood that flooded and mentioned that there is also a City meeting tonight that she did not attend for flood recovery because she thought this was more important. Ms. Myers stated that there are about 150 people present in opposition to the request. She asked people against the Lindsey Project to stand.

CONSENT AGENDA

1. Consider approval of the minutes of the Regular Meeting on March 22, 2016.

A motion was made by Commissioner Kelsey, seconded by Commissioner Porterfield, that Consent Agenda be approved. The motion carried by the following vote:

For: 9 - Commissioner Garber, Commissioner Kelsey, Commissioner Dupont, Commissioner Gonzales, Commissioner McCarty, Commissioner Beckett, Commissioner Rand, Commissioner Porterfield and Commissioner Ramirez

Against: 0

PUBLIC HEARINGS

2. A-16-01 (Patton Street Abandonment) Hold a public hearing and consider a request by Joseph Sullivan, on behalf of Saurav Raj Pandey, to abandon an undeveloped portion of Patton Street. (W. Parrish)

Chair Garber opened the public hearing.

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

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

A motion was made by Commissioner Dupont, seconded by Commissioner McCarty, that A-16-01 (Patton Street Abandonment) be approved with the conditions that the applicant provides a Public Utility Easement over the entire portion of the purchased property, with the exception of the portion where the existing home is located; the applicant is responsible for the relocation of all fences that are currently located within the existing Right of Way or future Public Utility Easement; and the applicant must plat the property into a legal lot after the purchase. The motion carried by the following vote:

For: 9 - Commissioner Garber, Commissioner Kelsey, Commissioner Dupont, Commissioner Gonzales, Commissioner McCarty, Commissioner Beckett, Commissioner Rand, Commissioner Porterfield and Commissioner Ramirez

Against: 0

3. SCW-16-01 (Advanced Auto Parts) Hold a public hearing and consider a request by Hartzog Holdings LLC, for a SmartCode Warrant to allow a frontage buildout width of less than 80% in a T5 Zoning District. (W. Parrish)

Chair Garber opened the public hearing.

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

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

A motion was made by Commissioner Kelsey, seconded by Commissioner Gonzales, that SCW-16-01(Advanced Auto Parts) be approved. The motion carried by the following vote:

For: 9 - Commissioner Garber, Commissioner Kelsey, Commissioner Dupont, Commissioner Gonzales, Commissioner McCarty, Commissioner Beckett, Commissioner Rand, Commissioner Porterfield and Commissioner Ramirez

Against: 0

4. ZC-16-02 (1331 Old Ranch Road 12) Hold a public hearing and consider a request by Billie Jo Allen, on behalf of Carol L. Snodgrass and Janet Honig, for a zoning change from "SF-6" Single Family Residential to "MU" Mixed Use for approximately 0.58 acres, out of the T.J. Chambers, Abstract No. 2, located at 1331 Old Ranch Road 12. (A. Brake)

Chair Garber opened the public hearing.

Alison Brake, Staff Planner gave an overview of the request.

Billie Jo Allen said she and her sisters own the property. She explained that the property has been in the family since 1952. Ms. Allen pointed out that all other houses on the property are mixed use. She said she doesn't understand why her property is single family. She mentioned that they have been renting the property and have it for sale. Ms. Allen added that they plan to rent the property for an additional year and sell after that.

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

A motion was made by Commissioner Ramirez, seconded by Commissioner Porterfield, that ZC-16-02 (1331 Old Ranch Road 12) be approved. The motion carried by the following vote:

For: 9 - Commissioner Garber, Commissioner Kelsey, Commissioner Dupont, Commissioner Gonzales, Commissioner McCarty, Commissioner Beckett, Commissioner Rand, Commissioner Porterfield and Commissioner Ramirez

Against: 0

5. ZC-16-03 (202 Posey Road) Hold a public hearing and consider a request by Gunnerson Outdoor Advertising, on behalf of Bobbie Gilbert, for a zoning change from "AR" Agricultural Ranch to "GC" General Commercial for approximately 2.3 acres, more or less, out of the W. H. Van Horn Survey No. 107, Abstract No. 464, located west of IH-35 at 202 Posey Road. (A. Brake)

Chair Garber opened the public hearing.

Alison Brake, Staff Planner gave an overview of the request.

There were no comments and the public hearing was closed.

A motion was made by Commissioner Dupont, seconded by Commissioner Ramirez, that ZC-16-03 (202 Posey Road) be approved. The motion carried by the following vote:

For: 9 - Commissioner Garber, Commissioner Kelsey, Commissioner Dupont, Commissioner Gonzales, Commissioner McCarty, Commissioner Beckett, Commissioner Rand, Commissioner Porterfield and Commissioner Ramirez

Against: 0

6. **PDD-15-02 (Lindsey Hill Mixed Use)** Hold a public hearing and consider a request by Guadalupe Re, LLC., for a zone change from "P" Public District to "PDD," Planned Development District with a base zoning of "MU" Mixed-Use, on Block 4, Lindsey and Harvey Addition (4.83 +/- acres). The property is generally located at the northwest corner of W. Hutchison Street and Moore Street. (B. Melland)

Chair Garber opened the public hearing.

Brandon Melland, Sr. Planner gave an overview of the request.

Chair Garber announced that the developer would give a presentation and traditionally they allow ten minutes for a presentation.

David Lerman, Project Developer from Philadelphia gave the presentation.

Barbara Jane Paris said she is a resident in the Historic District. She explained that she is not against change but in 2011 she was living in N. Austin and was in a similar situation where she saw a lot of pretty pictures and was presented TIAs until the development came through. Ms. Paris pointed out that they sought out San Marcos. She mentioned that she and her husband are retired. She explained that in 2014 due to their experiences in Austin they sought a community that would not be a replication of a high density area that suffers from traffic and safety issues. She added that they have invested their life savings to restore one of San Marcos' historic homes. Ms. Paris explained that she counted traffic between 4-5 pm and there were over 100 vehicles that did not stop at the stop signs at high rates of speed while people were

walking, riding bikes and some pushing strollers. She said she would like to keep the neighborhood the same.

Julie Hill, 111 Cheatham Street and has been in the community for 22 years. She explained that she has lived in the community that was hit by floods in 98', 2000, 2002 and two flood in 2016. She pointed out that she has seen what big developments do to the city. She added that she has been personally hurt by the big development. Ms. Hill strongly urged the Commission to reconsider what the proposed development would do to the city. She pointed out that most of the Historic District is in a flood zone. She expressed concerns regarding traffic and the issues with air pollution during peak hours. Ms. Hill mentioned that she is taking real estate classes and pointed out that an adult community is illegal unless it is classified as a retirement community. She requested that the Commission not hurt the community.

Danny Ray Marberger spoke in opposition to the request. He stated he has been a San Marcos resident since 1946 and resides at 310 Scott Street. He said he has lived in home since 1953. Mr. Marberger pointed out that he lives approximately 100 yards from the proposed development. He added that most of his comments would be concerning construction. Mr. Marberger expressed concerns regarding control of dust, work hours, asbestos, and traffic control of construction vehicles. He pointed out that once the property is sold they cannot approach the developers. Mr. Marberger also asked if parking for construction workers has been discussed. He added that the streets cannot take the increased traffic. Mr. Marberger pointed out that the streets cannot take the increased traffic. He said there is not consideration for the neighborhood. He asked who has checked on handicapped situations in the neighborhood.

Dahlia Woods said she is new to San Marcos. She stated that she bought a historic home at 714 Burleson. She pointed out that San Marcos is a remarkable wonderful community. Ms. Woods said she is not opposed to development however this project is out of place in this community. She felt that the property should be developed with something that is appropriate for the Historic neighborhood. She further explained that she bought a building downtown and opened up the Dahlia Woods Art Gallery. She said she supports gentle and creative progress. Ms. Woods hopes the developers will respect their neighborhood and give them credit for the historical and beautiful aspect of our community.

Shannon Fitzpatrick, 625 Burt St. said she is a six generation San Marcos. Ms. Fitzpatrick has lived off and on a few blocks from the development for the last 50 years. She feels that people will not walk from the development with 95 degree weather and the humidity. She said condos or apartments with a strong homeowners association would be ok but asked the Commission not to consider a huge hotel, retail, and bar to be the vision for the neighborhood. Ms. Fitzpatrick explained that people are drawn to San Marcos because of places like Belvin Street, Scott Street and Blanco Street.

Carl Deal, 902 Burleson Street and has lived in the Historic District since 1983. He

said that the project is not a good fit for what he and many neighbors have invested for much of their life. How is it that the development has gotten to where it is with so many unanswered questions. He noted that Ms. Hansen's house which is located on Burluson and Blanco will not see another sunrise. He said it is not the right project for that piece of land. Mr. Deal said the project needs to die for the good of the many.

Cathy Dillon, business at 326 W. Hopkins and her home at 1000 Burluson said that she and her husband have been so vocal about the project because they were victims of a big development coming in near their business on Hopkins. She said if the project is approved they have no idea what is going to hit them. Ms. Dillon said there needs to be a smaller development on the property. She pointed out that she has never thought about the reason why the Inn has flooded and feels that The Sanctuary Lofts may be the issue. She said that the project is too big, too dense and in the wrong place. She added that we should have an intact historic district that we are proud of.

Andrew (no last name given), 300 West Avenue said he was surprised that the property is being developed now. He said he is not sure where he stands with the project although why are the developers selecting the proposed location. Andrew feels that the development should go on the lot across from the HEB at the unused bank. He stated if the request does not get approved, the developer should subdivide the property and build townhomes.

George Forrester, 3814 Centerpoint Road said he is within the 200 ft radius from the property with two properties that he and his wife own at 504 and 510 Burluson. He pointed out that everything has been said that needs to be said. The traffic is going to be horrible. No one will be able to see daylight. He added that the development is too big and he and his wife both oppose the request.

Alex (last name unknown) said he agrees that the project should be along the highway or Post Road and people can use their cars to commute downtown. He mentioned that the development is too big and feels public access to the space will be a problem. He added that more environmental impacts should be carried out.

Monte Sheffield, residential and commercial property owner as well as two businesses at 216 and 218 Moore Street. He said his commercial properties are within the 200 ft buffer. He said that when traffic is congested on Moore and Hutchison he does cut through the Historic District and feels that the development will add traffic. He explained that the development would bring him business although the scope of the project is too big. Mr. Sheffield explained that the properties drainage ditch goes through the neighborhood has backed up and has caused flooding. He asked the Commission to look into their concerns.

Jay Heibert, 209 W. Sierra Circle said he recognized many committee members who have fought for five years against developments such as The Retreat, Sessom Canyon, Hillside Ranch, The Woodlands and now Lindsey Hill. He said that the projects were developed prior to the Master Plan approval. He pointed out that

Lindsey Hill is after the plan was adopted and areas were identified for these types of developments. Mr. Heibert pointed out that neighborhoods have deteriorated due to increased traffic. He asked the Commission to direct staff to research the deed restrictions that state the property is to be used for schools only; it only allows a school to be developed on the property. He asked the Commission to vote in a consistent manner and deny the project.

Jeff Kester said he and his wife have lived at 516 W. Hopkins for 25 years in a Historic Building listed in 1983 in the National Registry of Historic Places. He explained that the development is directly north of his property. Mr. Kester pointed out that since they have been there, the neighborhood has been very stable and no disruptive development occurring for the past 25 years. He was very happy to discover that the old Lamar School was designated by the City as Area of Stability. He felt that that was the correct zoning for that piece of property. Mr. Kester feels that the development is too tall, too big and the streets cannot handle the additional traffic. He urged the Commission to deny the request.

Emily Madely, 907 Marlton Street quoted sections of the approved Master Plan. She asked if the request complies with the Comprehensive Master Plan. Ms. Madely pointed out that the area was the very first school in 1868. She explained that there was a clause to keep the area a school in 1879 but unfortunately the clause was for 99 years and the time has run out. Ms. Madely said she does not think that the founding people of this community would have wanted this time to run out. She asked if the type of construction is compatible with the neighborhood.

James Baker, 727 Belvin Street said he lives two blocks from the area. He said townhouses would be great. Mr. Baker said he read the Comprehensive Master Plan. He explained that the proposed development violates the goals of Vision San Marcos Comprehensive Plan. He said he does not see how staff can justify the development in an area of stability. Mr. Baker read quotes from the Comprehensive Master Plan. He asked the Commission to deny the zoning request.

Logan Nicks, 1121 Crest Drive (formerly 1121 Belvin) said when he moved to San Marcos he noticed a culture that he has not seen in any other place. He mentioned that he has lived in small and large cities, but San Marcos has a unique culture due to its history. The location is the most cultural property in San Marcos being located at the intersection of three of the Historic Districts. Mr. Nicks added that we should value our historically and significant areas which is our culture and our history and is not the profit of out of state developers. He urged the Commission to oppose the rezoning.

Lee Rice, 104 W. Laurel Lane said she does not live in the Historic District. She explained that her neighborhood survived Embassy Suites which was going to be and what is now Spring Lake. Ms. Rice stated she is passionate of savings places in the City. She said she wants to make sure the Commission carefully plan before they vote on any zone changes. She explained that zone changes should be for the people not just for the developers. She added that she agrees to keep it as a civic building but also feels that townhomes are needed in San Marcos. Ms. Rice said the

townhomes need to be built for purchase and not for renting purposes. She mentioned she has been a resident for 16 years. She said she would like to see townhomes no higher than two stories.

Kenneth Smith, 1606 N. IH 35, Apt. 115 said he has lived in the Historic District on the further end of Belvin. He said others have spoke about how traffic will impact the neighborhood. He told the Commission that traffic must be considered. He said the density is also not compatible with the neighborhood and the infrastructure will have to be strengthened. Mr. Smith stated that we should go with something less dense as townhomes or affordable housing for young professionals and families just getting started. He feels we should not just go for the high end. Mr. Smith added that we need permanent residents in the area who will take pride in the neighborhood and will pay taxes long term instead of the turning over of students to students.

Thea Dake, 220 N. Johnson said she and her husband moved to San Marcos 2001. She stated that they bought a historic home and it took two years to restore it and get it registered as a Texas Historic Landmark. She is currently working on getting the home recognized as a National Landmark. Ms. Dake mentioned that history is her passion. She has served on different areas in the community. She said they also have a business. Ms. Dake explained that the request does not only impact the Historic District but it also impacts the psychology of what San Marcos is about. She pointed out that they moved to San Marcos because of it's Historic District. She said San Marcos means something special to people that come to San Marcos. She mentioned tha the City takes great advantage of the fact that the Historic District brings good tourism. Ms. Dake stated that we don't need walkability for senior citizens. She asked the Commission to vote against the request.

Gage Sears, 721 Willow Creek Circle said he has lived in San Marcos for 12 years and can definitely say that he is invested in this town. He stated he was the Co-Chair on the San Marcos Youth Master Plan Steering Committee. He said he thinks that the project has a lot of potential but is too dense. He asked the Commission to review the density and to reduce the height from 5 to 2-3 stories. Mr. Sears also thought Townhomes are a good idea. Mr. Sears added that affordability is also a issue in San Marcos.

Amy Meeks, resides in the Belvin Street Historic District she attended the last Planning Commission meeting in hopes of coming to an agreement with the developers at this meeting. Ms. Meeks advised that they have not been able to compromise with the developers. She said she doesn't think they are insincere but don't have the right project for the property they own in San Marcos. She said she thinks it's a huge commercial development trying to be built in the middle of the neighborhood. She added since their discussion with the developers and there was no compromise she has shifted her opinion to no she is not in favor of the development. Ms. Meeks asked the Commission to vote against the rezoning change. Secondly, she added that as a very loosely formed committee they have started several petitions. She explained that one petition is a paper petition that was walked door to door in the surrounding neighbors and currently has about 350 signatures.

She informed the Commission that staff accepted the originals. Ms. Meeks explained that they also started an on-line petition at change.org. She said she thinks the on-line petition has about 500 signatures. She said she wanted to let the Commission know that because of the petitions there is an enormous amount of opposition to the project. Lastly, she asked the Commission to recuse themselves if they or members of their immediate family has in any way profited from the transactions that have happened as the developers bought the land.

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

A motion was made by Commissioner Kelsey, seconded by Commissioner McCarty, that PDD-15-02 (Lindsey Hill Mixed Use) be denied. The motion carried by the following vote:

For: 7 - Commissioner Garber, Commissioner Kelsey, Commissioner Gonzales, Commissioner McCarty, Commissioner Beckett, Commissioner Rand and Commissioner Ramirez

Against: 2 - Commissioner Dupont and Commissioner Porterfield

7. Hold a public hearing, staff presentation and discussion on the 10-Year Capital Improvements Program (FY 2017-2026)

Meeting convened into recess at 8:30 p.m.

Meeting reconvened at 8:45 p.m.

Chair Garber opened the public hearing.

Laurie Moyer, CIP/Engineering Director gave an overview of the 10 Year CIP.

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

NON-CONSENT AGENDA

V. Question and Answer Session with Press and Public.

Joseph Sullivan, 804 Gravel Street, apologized for not speaking up during the Public Hearing portion of item A-16-01 (Patton Street Abandonment). As the property owner's representative, Mr. Sullivan clarified that the property owner is not seeking to sell the house at this time. Mr. Sullivan also wanted to request that the Planning and Zoning Commission remove the condition that all fences be relocated from the existing ROW and proposed easement because of the cost or relocation. Mr. Sullivan stated that the property owner would be ok with removing the fences at such time that access by the City was required. Chair Garber clarified that the relocation of fences was a condition in the motion that was passed earlier in the evening, and stated that Mr. Sullivan

should discuss with City Staff the ability to remove that condition. Planning and Development Director Shannon Mattingly clarified that allowing fences within easement and ROW would violate the City’s ordinances.

VI. Adjournment

A motion was made that the meeting be adjourned at 9:20 p.m. The motion carried by a unanimous vote.

Jim Garber, Commission Chair

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-16-09_03, **Version:** 1

AGENDA CAPTION:

PC-16-09_03 (Paso Robles Phase 2A Final Plat) Consider a request by Pape-Dawson Engineers, LLC, on behalf of Carma Paso Robles, LLC, for approval of a Subdivision Improvement Agreement and Final Plat for approximately 10.656 acres, more or less, out of the Edward Burleson Survey located near the intersection of Hunter Road and Centerpoint Road. (T. Carpenter)

Meeting date: April 26, 2016

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

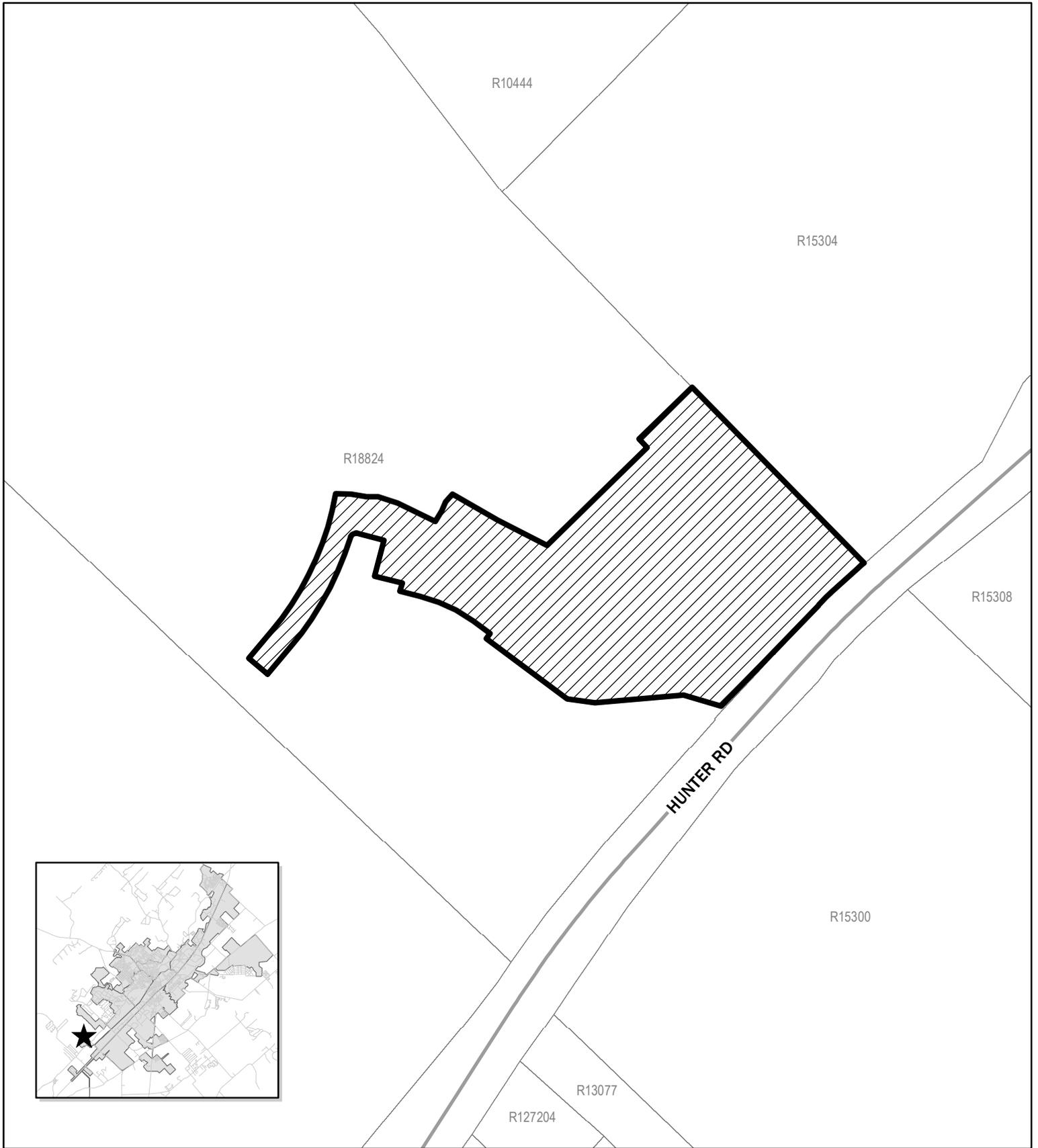
COMPREHENSIVE PLAN ELEMENT(s): N/A

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 30 residential lots and two open space / drainage lots. Dancing Oak Lane will be extended connecting this phase with phase 1 of the development. Four 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 determined that all of the criteria have been met and is recommending **approval** of this final plat as submitted.



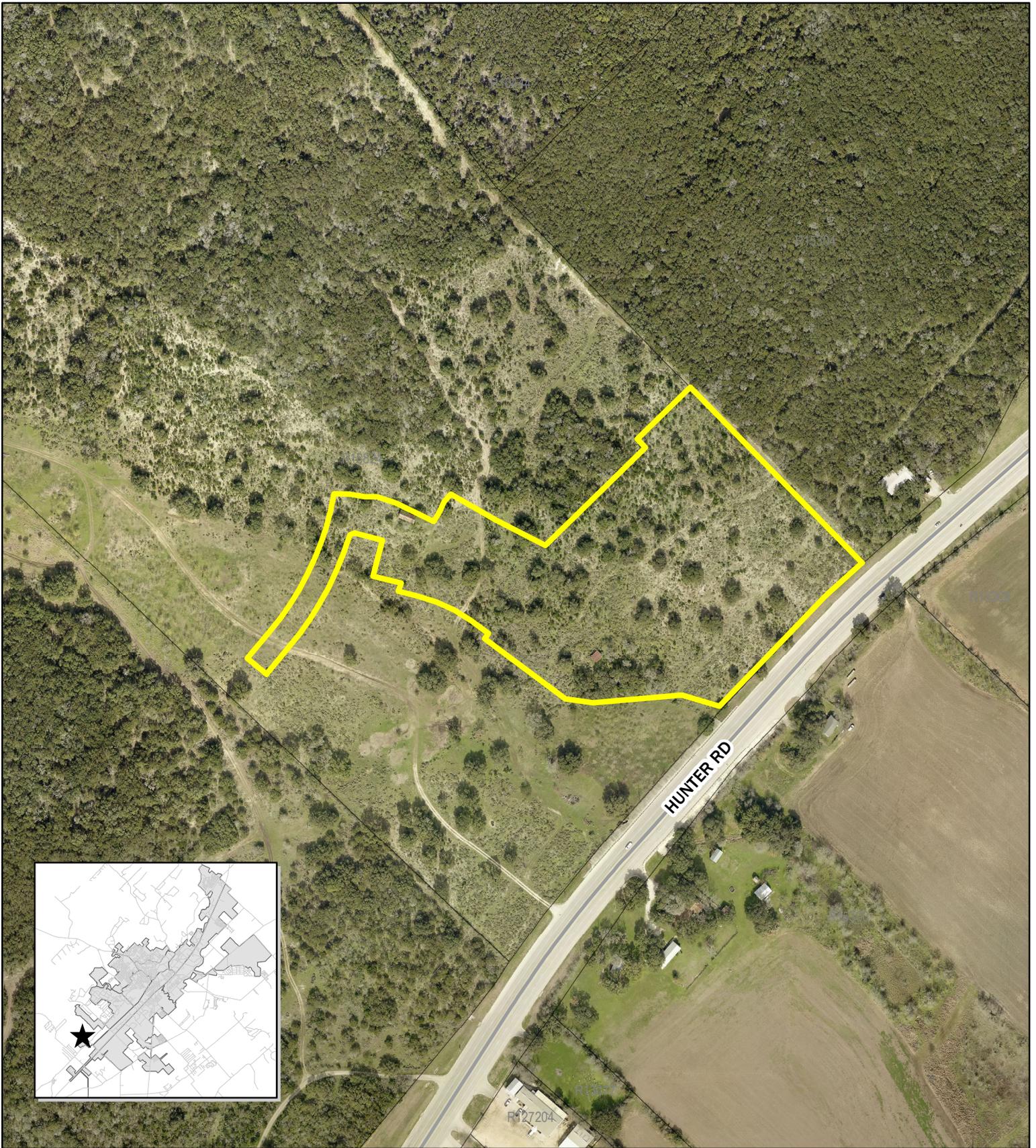
PC-16-09_03
Paso Robles Phase 2A
Final Plat
Map Date: 4/18/2016

 Site Location



0 250 500 1,000
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.



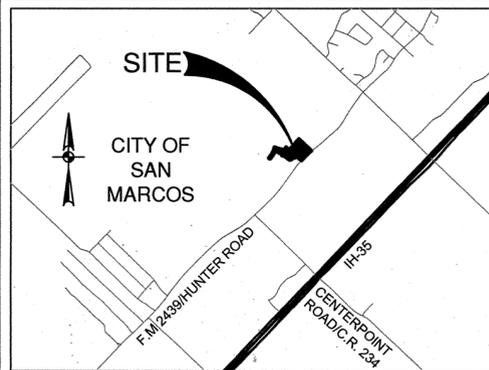
PC-16-09_03
Paso Robles Phase 2A
Final Plat
Map Date: 4/18/2016

 Site Location



0 250 500 1,000
Feet

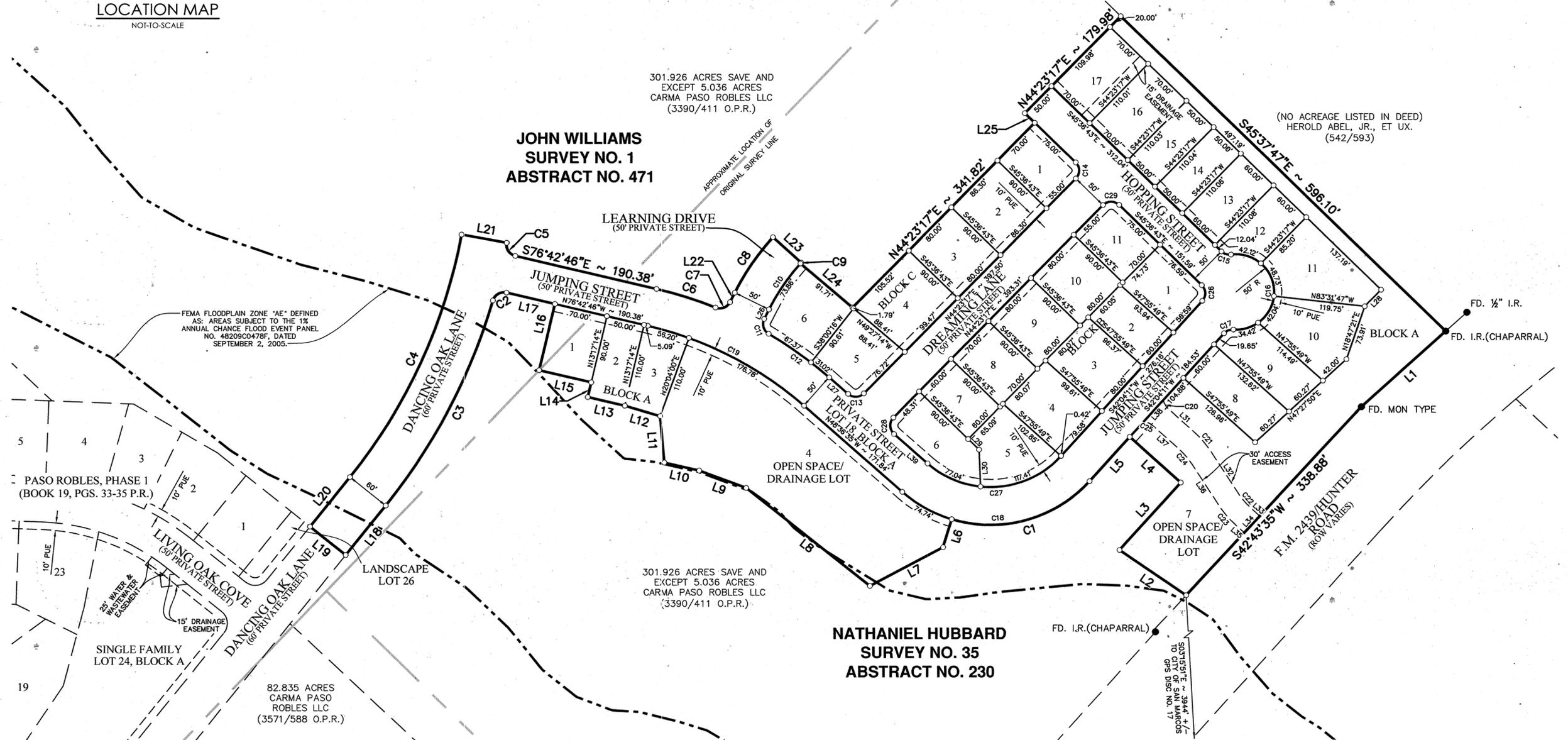
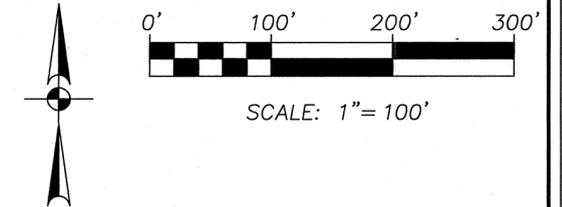
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



LOCATION MAP
NOT-TO-SCALE

FINAL PLAT OF PASO ROBLES, PHASE 2A

A 10.656 ACRE, OR 464,196 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, SITUATED IN THE JOHN WILLIAMS SURVEY NO. 1, ABSTRACT NO. 471 AND THE NATHANIEL HUBBARD SURVEY, NO. 35, ABSTRACT NO. 230, IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.



**JOHN WILLIAMS
SURVEY NO. 1
ABSTRACT NO. 471**

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

(NO ACREAGE LISTED IN DEED)
HEROLD ABEL, JR., ET UX.
(542/593)

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

PASO ROBLES, PHASE 1
(BOOK 19, PGS. 33-35 P.R.)

19

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

ACREAGE: 10.656 ACRES

PRIVATE STREET LOT: 3.076 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: 3

LINEAR FEET OF NEW STREETS:
JUMPING STREET 1192'
HOPPING STREET 356'
DANCING OAK LANE 454'
DREAMING LANE 475'
LEARNING DRIVE 135'

SUBMITTAL DATE: FEBRUARY 16, 2016

NUMBER OF LOTS BY TYPE:
OPEN SPACE/DRAINAGE LOTS: 2
PRIVATE STREET LOTS: 1
SINGLE FAMILY LOTS: 30

BENCHMARK DESCRIPTION AND ELEVATION:

PT No. 9 FOUND CITY OF SAN MARCOS MONUMENT W/
ALUMINUM CAP
NAD 83 GRID COORDINATES
N: 13851094.2
E: 2291476.5
ELEVATION 649.73' (NAVD 1988)
ELEVATION 649.68' (NAVD 1988) GEOID 12A

PT No. 17 FOUND CITY OF SAN MARCOS MONUMENT W/
ALUMINUM CAP
NAD 83 GRID COORDINATES
N: 13850304.0
E: 2289665.5
ELEVATION 667.82' (NAVD 1988)
ELEVATION 667.72' (NAVD 1988) GEOID 12A

**NATHANIEL HUBBARD
SURVEY NO. 35
ABSTRACT NO. 230**

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
- RIGHT OF WAY
- VOL VOLUME
- PG PAGE(S)
- (SURVEYOR) FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE) SET 1/2" IRON ROD (PD)
- FLOODPLAIN



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 # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100288-01

FINAL PLAT OF PASO ROBLES, PHASE 2A

A 10.656 ACRE, OR 464,196 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, SITUATED IN THE JOHN WILLIAMS SURVEY NO. 1, ABSTRACT NO. 471 AND THE NATHANIEL HUBBARD SURVEY, NO. 35, ABSTRACT NO. 230, IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

BLOCK A			
LOT #	AREA (SQ. FT.)	AREA ACREAGE	USAGE TYPE
LOT 1	6,300	0.145 AC.	SINGLE FAMILY
LOT 2	5,500	0.126 AC.	SINGLE FAMILY
LOT 3	6,051	0.139 AC.	SINGLE FAMILY
LOT 4	53,424	1.226 AC.	OPEN SPACE/DRAINAGE
LOT 7	62,936	1.445 AC.	OPEN SPACE/DRAINAGE
LOT 8	7,787	0.179 AC.	SINGLE FAMILY
LOT 9	7,619	0.175 AC.	SINGLE FAMILY
LOT 10	9,136	0.210 AC.	SINGLE FAMILY
LOT 11	10,252	0.235 AC.	SINGLE FAMILY
LOT 12	5,910	0.136 AC.	SINGLE FAMILY
LOT 13	6,604	0.152 AC.	SINGLE FAMILY
LOT 14	5,503	0.126 AC.	SINGLE FAMILY
LOT 15	5,502	0.126 AC.	SINGLE FAMILY
LOT 16	7,701	0.177 AC.	SINGLE FAMILY
LOT 17	7,700	0.177 AC.	SINGLE FAMILY
LOT 18	133,971	3.076 AC.	PRIVATE STREET

BLOCK B			
LOT #	AREA (SQ. FT.)	AREA ACREAGE	USAGE TYPE
LOT 1	6,691	0.154 AC.	SINGLE FAMILY
LOT 2	5,709	0.131 AC.	SINGLE FAMILY
LOT 3	7,839	0.180 AC.	SINGLE FAMILY
LOT 4	8,098	0.186 AC.	SINGLE FAMILY
LOT 5	7,678	0.176 AC.	SINGLE FAMILY
LOT 6	7,601	0.174 AC.	SINGLE FAMILY
LOT 7	5,400	0.124 AC.	SINGLE FAMILY
LOT 8	6,300	0.145 AC.	SINGLE FAMILY
LOT 9	7,200	0.165 AC.	SINGLE FAMILY
LOT 10	7,200	0.165 AC.	SINGLE FAMILY
LOT 11	6,252	0.144 AC.	SINGLE FAMILY

BLOCK C			
LOT #	AREA (SQ. FT.)	AREA ACREAGE	USAGE TYPE
LOT 1	6,252	0.144 AC.	SINGLE FAMILY
LOT 2	7,767	0.178 AC.	SINGLE FAMILY
LOT 3	7,200	0.165 AC.	SINGLE FAMILY
LOT 4	9,224	0.212 AC.	SINGLE FAMILY
LOT 5	7,486	0.172 AC.	SINGLE FAMILY
LOT 6	8,405	0.193 AC.	SINGLE FAMILY

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	175.00'	064°50'56"	S74°29'39"W	187.67'	198.07'
C2	15.00'	087°06'58"	S59°43'45"W	20.67'	22.81'
C3	780.00'	022°33'15"	S27°26'54"W	305.06'	307.04'
C4	720.00'	028°19'20"	N24°33'52"E	352.29'	355.91'
C5	15.00'	087°06'58"	S33°09'17"E	20.67'	22.81'
C6	525.00'	008°52'06"	S72°16'43"E	81.18'	81.26'
C7	15.00'	085°45'07"	N69°16'47"E	20.41'	22.45'
C8	325.00'	015°42'47"	N34°15'37"E	88.85'	89.13'
C9	275.00'	000°19'24"	S41°57'18"W	1.55'	1.55'
C10	275.00'	015°23'23"	S34°05'55"W	73.64'	73.86'
C11	15.00'	085°45'07"	S16°28'20"E	20.41'	22.45'
C12	525.00'	010°44'19"	N53°58'45"W	98.25'	98.40'
C13	15.00'	087°00'07"	N87°53'21"E	20.65'	22.78'
C14	15.00'	090°00'00"	N00°36'43"W	21.21'	23.56'
C15	15.00'	052°01'12"	S71°37'19"E	13.16'	13.62'
C16	50.00'	191°43'18"	N01°46'16"W	99.48'	167.31'
C17	15.00'	052°01'12"	S68°04'47"W	13.16'	13.62'
C18	175.00'	089°19'14"	N86°43'48"E	246.02'	272.81'
C19	475.00'	028°06'10"	N62°39'41"W	230.65'	232.98'
C20	23.00'	034°25'03"	S30°43'18"E	13.61'	13.82'
C21	128.00'	014°52'49"	S40°29'25"E	33.15'	33.24'
C22	98.00'	015°19'14"	S40°42'38"E	26.13'	26.20'
C23	128.00'	015°19'14"	N40°42'37"W	34.12'	34.23'
C24	98.00'	014°52'49"	N40°29'25"W	25.38'	25.45'
C25	23.00'	034°25'03"	N65°08'21"W	13.61'	13.82'
C26	15.00'	087°40'53"	N01°46'16"W	20.78'	22.95'
C27	125.00'	089°19'14"	N86°43'48"E	175.73'	194.87'
C28	15.00'	092°59'53"	S02°06'39"E	21.76'	24.35'
C29	15.00'	090°00'00"	S89°23'17"W	21.21'	23.56'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S47°51'14"W	149.23'
L2	N55°33'18"W	105.92'
L3	N42°04'11"E	120.00'
L4	N47°55'49"W	90.00'
L5	S42°04'11"W	78.81'
L6	S16°55'07"W	38.71'
L7	S61°58'22"W	108.91'
L8	N51°22'48"W	207.72'
L9	N69°37'48"W	65.76'
L10	N77°01'28"W	46.86'
L11	N05°08'31"W	61.64'
L12	N73°40'53"W	48.24'
L13	N76°42'46"W	50.00'
L14	N13°17'14"E	20.00'
L15	N76°42'46"W	70.00'
L16	N13°17'14"E	90.00'
L17	N76°42'46"W	65.30'
L18	S38°43'32"W	83.69'
L19	N51°16'28"W	60.00'
L20	N38°43'32"E	83.69'

LINE TABLE		
LINE #	BEARING	LENGTH
L21	S79°35'48"E	60.00'
L22	N26°24'13"E	13.94'
L23	S47°53'00"E	50.00'
L24	S49°27'14"E	89.92'
L25	N45°36'43"W	18.28'
L26	S26°24'13"W	13.94'
L27	S48°36'35"E	33.05'
L28	N44°22'13"E	30.82'
L29	S45°36'43"E	20.00'
L30	S02°09'53"E	48.67'
L31	S47°55'49"E	46.03'
L32	S33°03'00"E	66.07'
L33	S48°22'16"E	14.94'
L34	S42°43'35"W	30.01'
L35	N48°22'16"W	14.36'
L36	N33°03'00"W	66.07'
L37	N47°55'49"W	46.03'
L38	N42°04'11"E	38.05'
L39	N48°36'35"W	58.68'

LOT SUMMARY			
LOT	USAGE TYPE	NO. OF LOTS	AREA (AC.)
LOTS 1-3 & 8-17 BLOCK A	SINGLE FAMILY	30	4.909 ACRES
LOTS 1-11, BLOCK B			
LOTS 1-6, BLOCK C			
LOT 4 & 7 BLOCK A	OPEN SPACE/DRAINAGE	2	2.671 ACRES
LOT 18, BLOCK A	PRIVATE STREETS	1	3.076 ACRES
TOTAL:		33	10.656 ACRES



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

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100288-01

FINAL PLAT
OF
PASO ROBLES, PHASE 2A

A 10.656 ACRE, OR 464,196 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, SITUATED IN THE JOHN WILLIAMS SURVEY NO. 1, ABSTRACT NO. 471 AND THE NATHANIEL HUBBARD SURVEY, NO. 35, ABSTRACT NO. 230, 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. A PORTION OF THIS TRACT IS ENCROACHED BY 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 4, 7 & 18, BLOCK A SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
8. LOT 18, 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, out of the John Williams Survey No. 1, 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, 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 2A**, 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



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 # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100288-01

PC-16-09_03 Final Plat, Paso Robles, Phase 2A



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 2A

Subject Property:

Summary: The subject property is approximately 10.656 acres, more or less, and is located west 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 Dancing Oak Lane; Four 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 30 residential lots and two open space / drainage lots.

Dancing Oak Lane will be extended connecting this phase with phase 1 of the development. Four 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 improvements which includes water, wastewater, and streets. 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.

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

Prepared By:

Tory Carpenter	Planner	April 21, 2016
Name	Title	Date

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

**City of San Marcos
Subdivision Improvement Agreement**

Subdivision Name: PASO ROBLES, PHASE 2A
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 _____

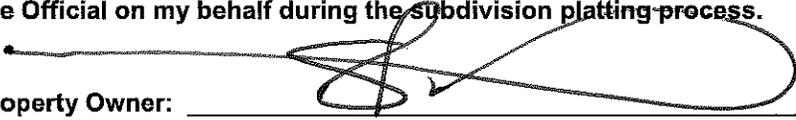
**EXHIBIT A:
METES AND BOUNDS DESCRIPTION OF PROPERTY**

City of San Marcos
SUBDIVISION PLAT APPLICATION

	<u>APPLICANT</u>	<u>PROPERTY OWNER</u>
Name	<u>PAPE-DAWSON ENGINEERS, INC.</u>	<u>CARMA PASO ROBLES, LLC</u>
Mailing Address	<u>7800 SHOAL CREEK BLVD.</u> <u>SUITE 220W</u> <u>AUSTIN, TX 78751</u>	<u>11501 ALTERRA PKWY</u> <u>SUITE 100</u> <u>AUSTIN, TX 78758</u>
Daytime Phone	<u>512-454-8711</u>	<u>512-391-1330</u>
Email Address	<u>MFISHER@PAPE-DAWSON.COM</u>	<u>MAX.MILLER@BROOKFIELD RP.COM</u>

AGENT ACKNOWLEDGEMENT STATEMENT:

I SHAUN CRANSTON acknowledge that I am the rightful owner of the property proposed for subdivision and 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: 12 FEBRUARY 2016

Signature of Agent: 

Printed Name: MICHAEL FISHER, P.E. Date: 2/12/16

TYPE OF APPLICATION

Subdivision Plats

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

Development Plats

- Preliminary Development Plat
- Final Development Plat

- Variance Section _____
- Plat Vacation Accompanying _____

Minor Subdivision Plats (for Administrative Approval)

- Minor Subdivision Plat

Revisions to Recorded Plats (for Administrative Approval)

- Amending Plat
- Replat without Vacation

SUBJECT PROPERTY

Subdivision Name: PASO ROBLES, PHASE 2A

Address or General Location: APPROX. 0.5 MILES NE OF THE INTERSECTION OF CENTERPOINT RD. AND HUNTER RD.

Proposed Number of Lots: 30 Acres: 10.656

Appraisal District Tax ID: R18824

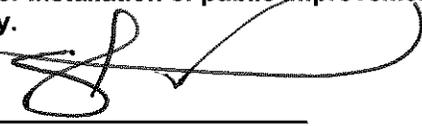
- Located In
- City Limits
 - S.M. River Corridor
 - ETJ (County _____)
 - Planned Development District

Proposed Use of Land SINGLE-FAMILY RESIDENTIAL & ROADWAY

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: 12 FEBRUARY 2016

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

SAN MARCOS
We'd love your company.



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 COOPERATIVE, INC.

Applicable Utility Service Code(s) B

Comments/Conditions _____

Signature of Electric Company Official [Signature]

Title Regional Sales Agent Date 2/15/16

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 _____

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 Center Point ENERGY

Applicable Utility Service Code(s) B

Comments/Conditions NEED PRE DEV. AGREEMENT w/ Developer.

Signature of Gas Company Official [Signature]

Title MULTI CONSULTANT

Date 9/22/15

Paso Robles Phase 2

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) B

Comments/Conditions _____

Signature of Water Utility Official: Tom Selvin

Title: Water Dist. Manager Date: Sept 22, 2015

Name of Wastewater Service Provider _____

Applicable Utility Service Code(s) _____

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

Comments/Conditions _____

Signature of City or County Wastewater Official: _____

Title: _____ Date _____

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:

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

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

Name of Telephone Service Provider _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

Signature of Telephone Company Official _____

Title: _____ Date _____

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

Paso Robles Phase 2

WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:

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

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

Name of Water Service Provider _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

Signature of Water Utility Official: _____

Title: _____ Date: _____

Name of Wastewater Service Provider City of San Marcos

Applicable Utility Service Code(s) B

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

Comments/Conditions Utilities to be installed by development

Signature of City or County Wastewater Official: Lloyd Juarez

Title: Wastewater Collections Mgr. Date 9-29-15

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 _____

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 _____

Applicable Utility Service Code(s) _____

Comments/Conditions _____

Signature of Water Utility Official: _____

Title: _____ Date: _____

Name of Wastewater Service Provider _____

Applicable Utility Service Code(s) _____

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

Comments/Conditions _____

Signature of City or County Wastewater Official: _____

Title: _____ Date _____

TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:

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

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

Name of Telephone Service Provider CENTURYLINK

Applicable Utility Service Code(s) 3D

Comments/Conditions _____

Signature of Telephone Company Official Adam W. Castello

Title: NETWORK ENGINEER II Date 9-28-2015

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

SUBMITTAL REQUIREMENTS FOR ALL PLATS:

- Complete application
- Required fees \$ 2,102.32 (see next page for Fee Schedule) Fee: \$1,015 + (\$102 x 10.66 AC)
- All legislative requirements complete
- Proof of record ownership (recorded deed corresponds to ownership indicated on tax certificate)
- Current tax certificate (must show prior year taxes paid by January 31st of current year)
- Names and addresses of property lien-holders
- One digital copy of submittal materials
- Five 18"x24" hard copies of plat document

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

Signature of Applicant: 

Printed Name: MICHAEL FISHER, P.E.

Date: 2/12/16

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 (can be submitted concurrently).
- Subdivision Improvement Agreement and surety if public facility construction was deferred in Preliminary Plat.
- N/A Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

Minor Subdivision Plats:

Minor subdivisions 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	\$406 plus \$102 per acre (max \$1000)
Concept Plan	\$762 plus \$51 acre (max \$2000)
Preliminary Plat	\$762 plus \$51 acre (max \$2000)
Final Plat	\$1015 plus \$102 acre (max \$2500)
Replat, not administrative	\$762 plus \$51 acre (max \$2000)
Vacation of Previously Recorded Plat	\$153
Subdivision Variance Request	\$609
Cluster Development Plan	\$26 per acre (\$100 min / \$1500 max)
Technology Fee	\$11

STAFF USE ONLY:

Submittal Date: 2/16/2016 5 Business Days from Submittal: _____
 Completeness Review By: WP Date: 2/16/2016
 Contact Date for Supplemental Info: _____
 Supplemental Info Received (required within 5 days of contact): _____
 Application Returned to Applicant: _____
 Application Accepted for Review: 2/16/2016 Fee: \$2,113.32
 Comments Due to Applicant: 3/16/2016
 Date for Plat Resubmittals: 3/25/2016
 Date of Planning and Zoning Commission Meeting: _____



Legislation Text

File #: CUP-16-10, **Version:** 1

AGENDA CAPTION:

CUP-16-10 (Higher Grounds) Hold a public hearing and consider a request by Graffito Beverages, L.L.C., on behalf of Higher Grounds, for a new Conditional Use Permit to allow the sale of beer and wine for on-premise consumption at 407 South Stagecoach Trail, Suite 103. (A. Brake)

Meeting date: April 26, 2016

Department: Planning and 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 located inside the mixed use building at 407 South Stagecoach Trail, near the corner of Wonder World Drive, which is zoned T5 SmartCode. Higher Grounds is proposed to be a new restaurant that will be focused on fast and healthy options for breakfast and lunch along with a full espresso bar serving beer, wine and champagne. A Tan Sushi and Elevate are businesses that are also located in the same building.

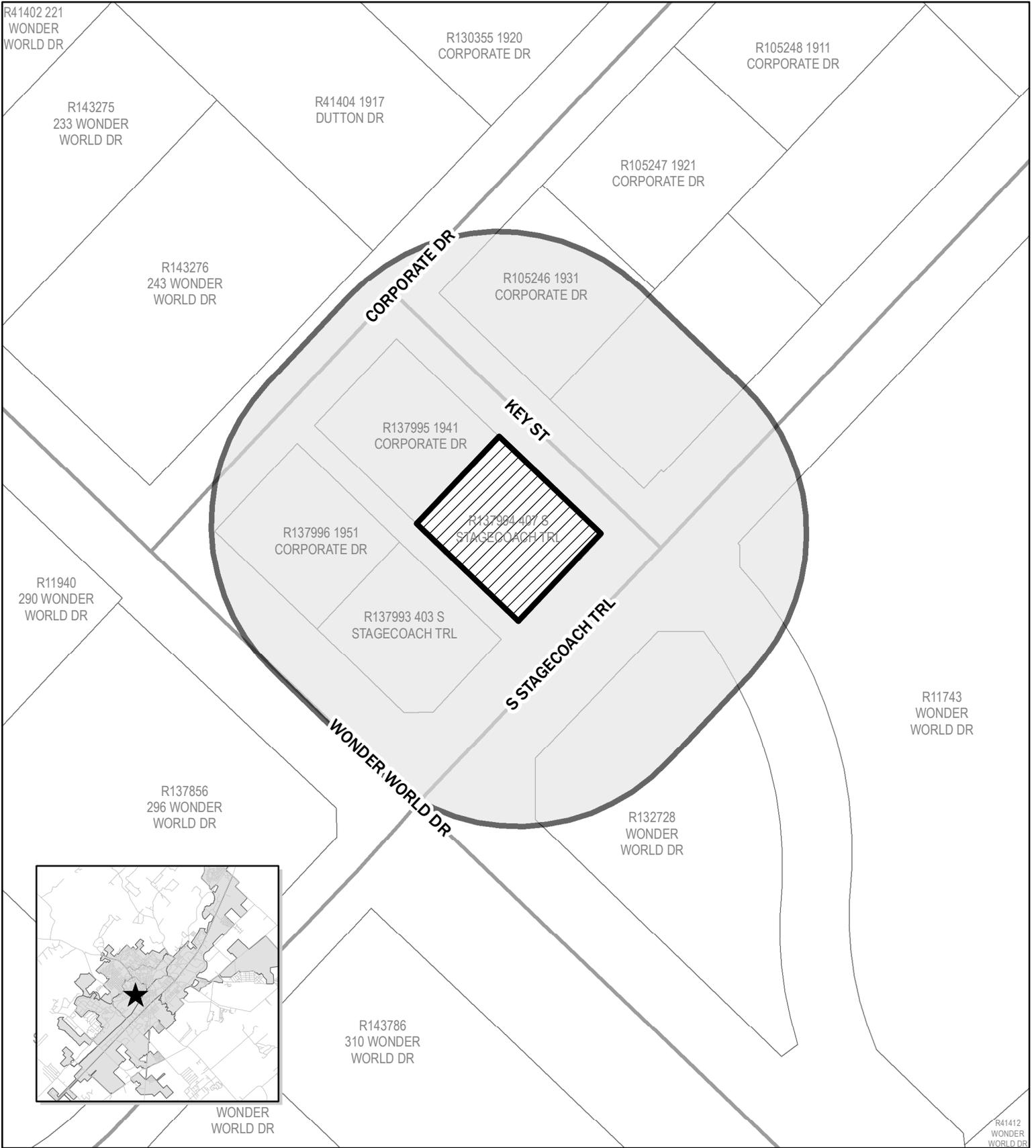
The proposed hours of operation are 6:00 a.m. to 8:00 p.m., seven days a week. According to the application, Higher Grounds has an indoor fixed seating capacity of 43 seats, 8 outdoor fixed seats, and a total gross floor area of 1,201 square feet. The site plan shows a total of 54 on-site parking spaces proposed for the building as well as 23 on street parking spaces, for a total of 77 parking spaces to serve the building. The parking requirement for a retail business in the T5 Transect is three parking spaces for every 1,000 square feet. Per this calculation, Higher Grounds is required to provide four (4) parking spaces. The application does not indicate that additional entertainment facilities are proposed at this time.

Staff has reviewed the request for compliance with the Land Development Code and recommends **approval** of the Conditional Use Permit with the following conditions:

- 1. The CUP shall be valid for one (1) year, provided the standards are met, subject to the point**

system;

- 2. The permit shall be effective upon issuance of the Certificate of Occupancy; and**
- 3. The CUP shall be posted in the same area and manner as the Certificate of Occupancy.**



**CUP-16-10
Higher Grounds**

407 Stagecoach Trail Ste 103

Map Date: 4/13/2016

-  Site Location
-  200ft Buffer



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



CUP-16-%\$
407 Stagecoach Trail Ste %\$'
Map Date: (/ % /2016

 Site Location



0 80 160 320
 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.

CUP-16-10

Conditional Use Permit

Higher Grounds

407 South Stagecoach Trail, Suite 103



Applicant Information:

Applicant: Graffito Beverages, L.L.C.

Mailing Address: 8010 Bernard Street
Leander, TX 78641

Property Owner: Carson Diversified Properties
1911 Corporate Dr, Ste 102
San Marcos, TX 78666

Applicant Request: Request for a new Conditional Use Permit to allow the sale of beer and wine for on-premise consumption at Higher Grounds, located at 407 South Stagecoach Trail, Suite 103.

Public Hearing Notice: Public hearing notification was mailed on April 15, 2016.

Response: None as of completion of packet.

Subject Property:

Expiration Date: NA

Location: 407 South Stagecoach Trail, Suite 103

Legal Description: South End San Marcos, Sec 1, Lot 1

Frontage On: South Stagecoach Trail

Intensity Zone: South End

Existing Zoning: T5 - SmartCode

Preferred Scenario Designation: Medium Intensity

Utilities: Adequate

Existing Use of Property: New mixed use building – currently vacant

Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of property	T5	Vacant
S of property	T5	Pioneer Bank
E of property	GC	Vacant
W of property	T5	Parking Lot

Code Requirements:

A Conditional Use Permit (CUP) allows the establishment of uses which may be suitable only in certain locations or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are generally compatible with permitted uses, but require individual review and imposition of conditions in order to ensure the appropriateness of the use at a particular location.

A business applying for on-premise consumption of alcohol must not be within 300 feet of a church, school, hospital, or a residence located in a low density residential zoning district. This location **does** meet the distance requirements.

CUPs issued for on-premise consumption of alcohol make the business subject to the code standards and the penalty point system for violations (Section 4.3.4.2).

Case Summary

Higher Grounds is proposed to be a new restaurant that, according to the applicant, will be focused on fast and healthy options for breakfast and lunch along with a full espresso bar serving beer, wine and champagne. It is proposed to be located at 407 South Stagecoach Trail, Suite 103, near the corner of Wonder World Drive and South Stagecoach Trail on the bottom level of a two-story mixed use building with a T5 SmartCode zoning designation. A Tan Sushi and Elevate are located in the same building and there are additional vacant office and retail suites within the mixed use building. Surrounding lots include portions of T5 SmartCode zoning and General Commercial zoning.

The proposed hours of operation are 6:00 a.m. to 8:00 p.m., seven days a week. According to the application, Higher Grounds has an indoor fixed seating capacity of 43 seats, 8 outdoor fixed seats, and a total gross floor area of 1,201 square feet. The site plan shows a total of 54 on-site parking spaces proposed for the building as well as 23 on street parking spaces, for a total of 77 parking spaces to serve the building. The parking requirement for a retail business in the T5 Transect is three parking spaces for every 1,000 square feet. Per this calculation, Higher Grounds is required to provide four (4) parking spaces. The application does not indicate that additional entertainment facilities are proposed at this time.

Comments from Other Departments:

There have been no other comments from other departments.

Planning Department Analysis:

Staff has reviewed the request for compliance with the Land Development Code and has found that the request is consistent with the policies and the general intent of the zoning district and does not generate pedestrian or vehicular traffic which is hazardous or conflicts with existing traffic. Higher Grounds presents an opportunity to increase pedestrian activity near the Hays County Government Center. There are sidewalks along Stagecoach Trail that connect to the sidewalks around the building Higher Grounds will be located in. The project meets the intent of the Smartcode by bringing the service area to the property line and by providing rear parking.

In order to monitor new permits for on-premise consumption of alcohol, the Planning Department's standard recommendation is initial approval of the permit for a limited time period. Other new conditional use permits have been approved as follows:

- Initial approval for 1 year;
- Renewal for 3 years;
- Final approval for the life of the State TABC license, provided standards are met.

Staff provides this request to the Commission for your consideration and recommends **approval** of the Conditional Use Permit with the following conditions:

1. **The CUP shall be valid for one (1) year, provided standards are met, subject to the point system;**
2. **The permit shall be effective upon the issuance of the Certificate of Occupancy; and**
3. **The CUP shall be posted in the same area and manner as the Certificate of Occupancy.**

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

Commission's Responsibility:

The Commission is required to hold a public hearing and receive comments regarding the proposed Conditional Use Permit. After considering public input, the Commission is charged with making a decision on the Permit. Commission approval is discretionary. The applicant, or any other aggrieved person, may submit a written appeal of the decision to the Planning Department within 10 working days of notification of the Commission’s action, and the appeal shall be heard by the City Council.

The Commission’s decision is discretionary. In evaluating the impact of the proposed conditional use on surrounding properties under section 1.5.7.5 of the LDC, the Commission should consider the extent to which the use:

- is consistent with the policies of the Comprehensive Plan and the general intent of the zoning district;
- is compatible with the character and integrity of adjacent developments and neighborhoods;
- includes improvements to mitigate development-related adverse impacts; and
- does not generate pedestrian or vehicular traffic which is hazardous or conflicts with existing traffic in the neighborhood.

Conditions may be attached to the CUP that the Commission deems necessary to mitigate adverse effects of the proposed use and to carry out the intent of the Code.

Prepared by:

Alison Brake, CNU-A

Planner

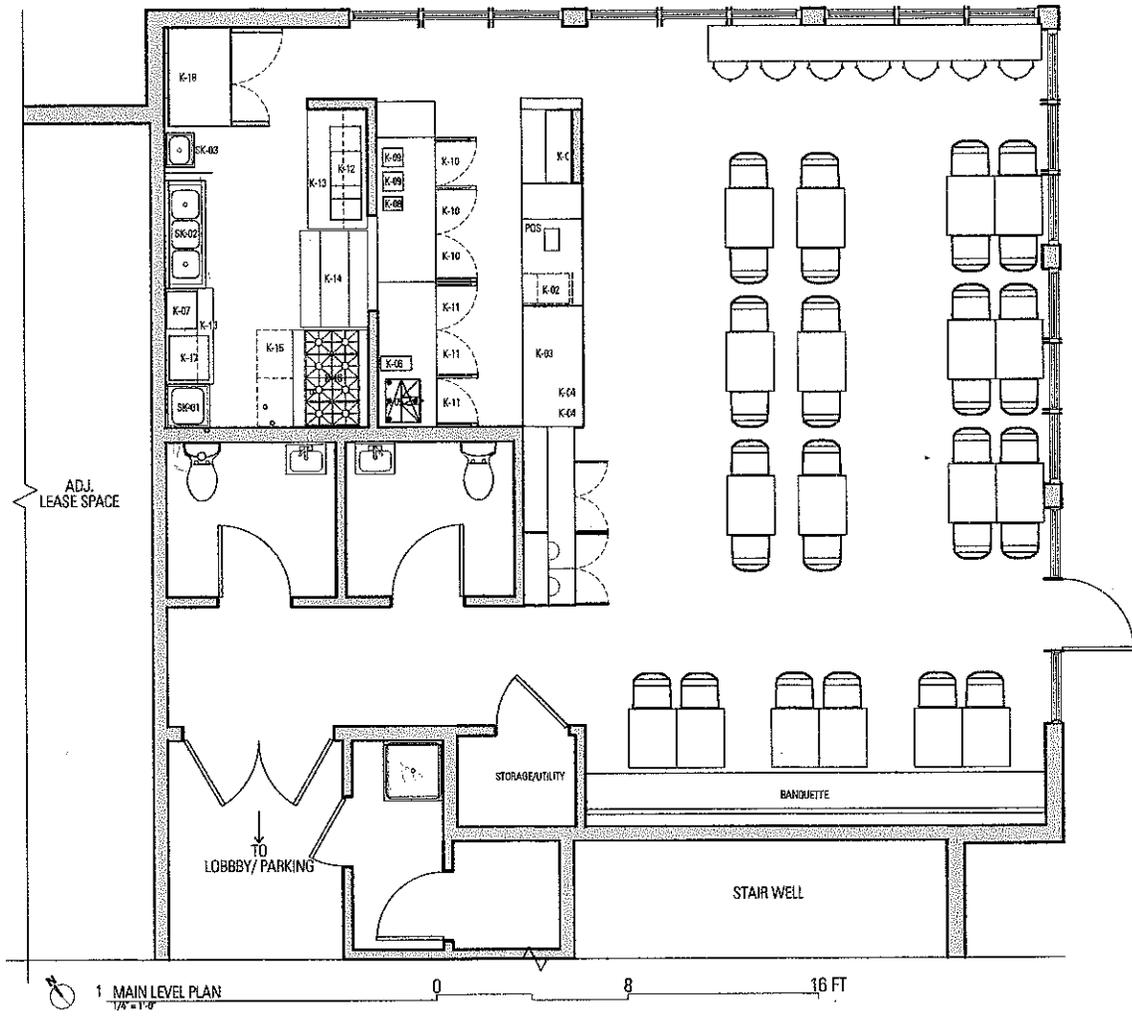
4/13/16

Name

Title

Date

INTERIOR SITE PLAN



BREAKFAST

THE REGULAR

Egg, smoked bacon & white cheddar served on a buttermilk biscuit

\$5

THE ROCK

The Rock Barn breakfast sausage, egg, white cheddar, green apple & dijon served on a buttermilk biscuit

\$6

THE BOBKE

Egg, provolone, sauteed arugula, red onion, tomato & dijonaise served on a croissant

\$6

EN FUEGO WRAP

The Rock Barn Chorizo, egg, potato, pepper jack & green chile sauce in a whole wheat tortilla

\$9

ANTONIO'S P3B

Peanut butter, banana, smoked bacon & honey served on grilled sourdough

\$6

CLUCK, CLUCK

Egg, turkey, bacon, arugula on croissant

\$6

ROASTED POTATOES

Red skin potatoes with sea salt & rosemary

\$4

YOGURT & GRANOLA

Greek yogurt, banana & lvP housemade granola

\$5

SANDWICHES

SANDWICHES

WINNER WINNER

\$9

Roasted chicken breast, smoked bacon, lettuce, tomato, green goddess dressing

K.I.S.S. CAPRESE (V)

\$9

Tomato, fresh mozzarella, arugula & basil mayo served on baguette. Add prosciutto for 1.50

NOTORIOUS P.I.G.

\$10

Salami, prosciutto, capicola, provolone, peppers, onion, lettuce, oil & vinegar

CHICKEN SALAD

\$8

Housemade chicken salad, sliced green apple, lettuce, tomato & onion served on baguette

THE GOBBFATHER

\$9

Roasted turkey, pepper jack, housemade pickles, spicy mayo & arugula served warm on sourdough

GET SHAWTY

\$11

Braised short rib, provolone, horseradish, aioli & watercress served on a baguette

IVP BANH MI

\$10

Roasted pork, pâté, ham, cabbage, cilantro, pickled vegetables, mayo & chile oil served warm on baguette

REUBENESQUE

\$9

Pastrami, swiss, sauerkraut, & Russian dressing served warm on marble rye

ROAST BEEF

\$10

IVP roast beef, swiss, grilled peppers & onion, spicy mayo, served warm on sourdough

SALADS

DRINKS

ESPRESSO

\$1.60

single or double shot

LATTE

\$3.00

espresso, steamed milk, less foam

COFFEE

\$1.85

proudly serving Trager Brothers

AMERICANO

\$2.00

hot water and espresso

MOCHA

\$3.50

espresso, steamed milk, chocolate

TEA

\$1.75

proudly serving Republic of Tea

CAPPUCCINO

\$3.00

espresso, steamed milk, more foam

CHAI

\$3.35

sweet spicy black tea w/ steamed milk

City of San Marcos

CONDITIONAL USE PERMIT APPLICATION
To Allow On-Premise Consumption of Alcoholic Beverages
Outside the Central Business Area

LICENSE INFORMATION
 Trade Name of Business: Higher GROUNDS

Application is filed by:
 Individual Partnership Corporation Other: _____

Name of Individual or Entity: Graffo Beverages LLC Phone Number: 504-439-1265

Mailing Address: 8010 BERNARD ST LEANDER, TX 78641

Email Address: DG1239@me.com

Type of Permit Requested: Mixed Beverage Beer & Wine Other: _____

PROPERTY
 Street Address: 407 S. Stagecoach Current Zoning: _____

Legal Description: Lot _____ Block _____ Subdivision _____

Tax ID Number: R _____

Property Owner's Name: _____ Phone Number: _____

Address: _____

BUSINESS DETAILS

Primary Business Use: Restaurant Bar Other: _____

Hours of Operation: 6AM-8pm

Type of Entertainment Facilities: _____

Indoor Fixed Seats Capacity: 43 Outdoor Fixed Seats: 8

Gross Floor Area Including Outdoor Above-ground Decks: 1201 Square Feet

Number of Off-Street Parking Spaces Provided: 77

Located more than 300 feet from church, public school, hospital, low density residential? Y N

APPLICATION FOR CITY OF SAN MARCOS CONDITIONAL USE PERMIT-TABC

CUP PERMIT HISTORY *Check all that apply*

- New request**, no existing TABC CUP Permit at this location
- Change to existing TABC Permit.** Nature of Change: _____
- Renewal**
- Change in name of license holder** of existing business at same location
- Change in name of existing business** at this location

SUBMITTAL REQUIREMENTS

- **Beer and Wine Permit:** \$609 Application fee + \$11.00 Technology Fee (non-refundable)
- **Mixed Beverage Permit:** \$609 Application fee + \$11.00 Technology Fee (non-refundable)
- **Change to Existing Permit/Renewal:** \$305.00 fee + \$11.00 Technology Fee (non-refundable)
- **Site Plan** drawn to scale, preferably on paper no larger than 11" x 17", showing dimensions of property, locations and square footage of building(s), interior layout showing dimensions of tables, bar area, etc., number of off-street paved parking spaces, and fences buffering residential uses.
- **Copy of State TABC License Application**

I certify that this information is complete and accurate. I understand that I or a representative should be present at all meetings regarding this application.

- I am the property owner of record; or*
- I have attached authorization to represent the owner, organization, or business in this application.*



Applicant's Signature

Printed Name: DAVID GRAPPAGNINI Date: _____

To be completed by Staff:

Meeting Date: _____ Application Deadline: _____
Accepted By: _____ Date: _____

09/15



Conditional Use Permit Application Checklist To Allow On-Premise Consumption of Alcoholic Beverages Outside the Central Business Area

Provided by applicant as of date of submittal		By staff as of date of completeness review	
Completed	Required Item	Staff Verification	Staff Comments
<input checked="" type="checkbox"/>	A pre-application conference with staff is recommended	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	A completed application for Conditional Use Permit and required fees. * (see note below)	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	A site plan <i>drawn to scale</i> showing dimensions of property, locations and square footage of building(s), number of off-street paved parking spaces, and fences buffering residential uses. * (see note below)	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Interior layout showing all proposed seating; kitchen and bar areas; and restroom facilities	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	All information and illustrations necessary to show the nature of the proposed use and its effect on surrounding properties	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Authorization to represent the property owner, if applicant is not the owner	<input type="checkbox"/>	
Any of the following pieces of information as requested by the Director of Development Services : *(see note below)			
<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 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"/>	Copy of State TABC License application	<input type="checkbox"/>	
<input type="checkbox"/>	Impervious cover or drainage issues or impacts	<input type="checkbox"/>	
<input type="checkbox"/>	Menu	<input type="checkbox"/>	

* For renewals, staff may accept a written statement that no changes have been made to these items if copies are available on file.

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

Signed: _____ Date: _____

Print Name: _____
 Engineer Surveyor Architect/Planner Owner Agent _____

To Whom It May Concern:

Please accept this email as authorization by the property owner of 407 S Stagecoach Trail (Carson Diversified Land 1, LLC) for Graffito Beverages, LLC d/b/a Higher Grounds to apply for a Conditional Use Permit for On-Premise Consumption of Alcohol. The site plan from the building shell construction set is attached hereto.

Please let me know if you need anything further.

Best,
John David Carson,
Authorized Representative for Property Owner

carsonproperties.net

+1 (512) 392-3322



Legislation Text

File #: CUP-16-11, **Version:** 1

AGENDA CAPTION:

CUP-16-11 (Buie Tract Phase 1 Mixed Use Tract) Hold a public hearing and consider a request by Stone Development Group, Inc., for a Conditional Use Permit to allow Multifamily (Apartments) as well as 14,000 square feet of commercial space on a lot that is zoned Mixed Use. (W. Parrish)

Meeting date: April 26, 2016

Department: Planning and Development Services

Funds Required: NA

Account Number: NA

Funds Available: NA

Account Name: NA

CITY COUNCIL GOAL: Strengthen the Middle Class/Community Wellness

COMPREHENSIVE PLAN ELEMENT(s): Neighborhoods and Housing Goal 3; Neighborhoods and Housing Goal 4; Environment and Resource Protection Goal 1

BACKGROUND:

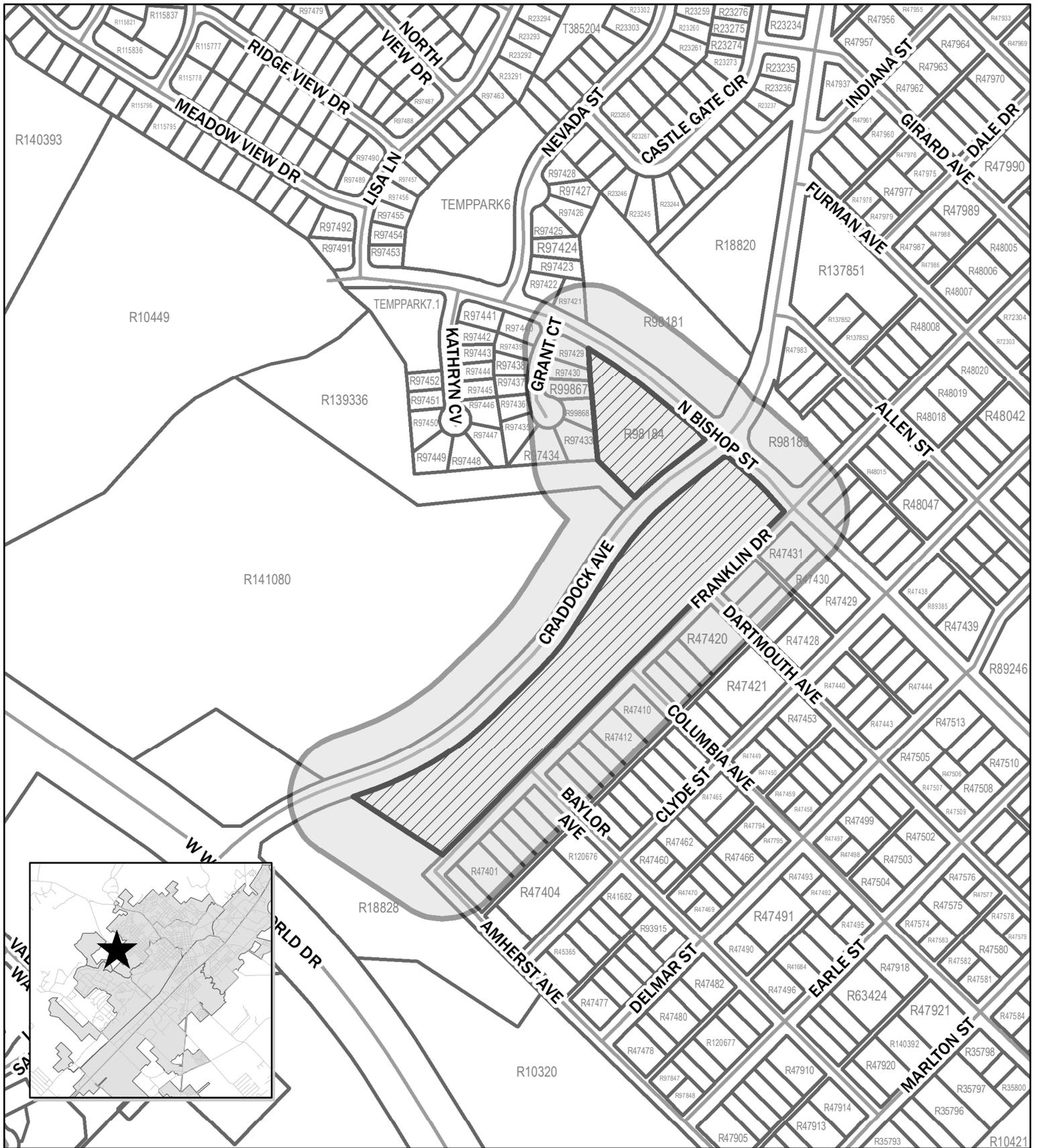
The subject property consists of approximately 10.2 acres located along Craddock Avenue, between Bishop Street and Wonder World Drive. This property is part of a larger tract of land that is subject to The Buie Tract Development Agreement that was approved in 2009, and the later Partial Assignment that was approved in 2013. The subject property is identified in the Development Agreement and associated Concept Plan as the Phase 1 Mixed Use Tract. The property in question currently consists of two parcels. The larger, approximately 8 acre tract between Craddock Avenue and Franklin Drive, is requesting a Conditional Use Permit for Multifamily (Apartments). The smaller, approximately 2 acre tract, is requesting a Conditional Use Permit for Retail Store (over 10,000 s.f. or more of Bldg.) with no outside sales.

The applicant intends to develop the total number of units and bedrooms that are allowed under the previous agreements (71 units and 213 bedrooms) as a three-story townhouse condo development. As the townhomes will not be subdivided into individual lots, but sold individually under a condo regime, it falls under the Multifamily (Apartment) classification within the LDC Land Use Matrix, which requires a Conditional Use Permit in

Mixed Use Zoning. Staff has worked with the applicant to minimize the potential impacts to the surrounding neighborhood.

Staff has analyzed the request and recommends **approval** of the Conditional use permit with the following conditions:

- (1) Total impervious cover does not exceed 59% of the 10.2 acres;
- (2) The project is developed and maintained as a condominium style development;
- (3) The applicant provides a minimum of 1.46 parking spaces per bedroom (311 total spaces), for the residential tract, which can include on-street parallel parking;
- (4) The applicant provides a minimum of 17 additional parking spaces (64 total) for the commercial corner on the Northwest corner of Bishop and Craddock, which can include on-street parallel parking;
- (5) No structure on the commercial corner on the Northwest corner of Bishop and Craddock Street shall exceed 1 story, limited to 20 feet in height;
- (6) No structure on the residential property shall exceed 3 stories in height, this does not include a roof top enclosure that can be no greater than 20% of the floor area of the roof nor any open air roof top outdoor space (decks/gardens);
- (7) A minimum of 12 of the 24 "end unit" condominiums have wrap-around patios;
- (8) The applicant construct a minimum 5 foot wide sidewalk on Franklin and Bishop Streets;
- (9) The applicant does not substantially vary from the proposed Concept Plan; and
- (10) Compliance with the previously approved conditions of the 2013 Partial Assignment which prohibits the practice of rent by the room on any portion of the Mixed Use development.



CUP-16-11
Multifamily and Retail Store
4015 Craddock Dr
Map Date: 4/14/2016

Legend
 200 Foot Buffer
 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.



CUP-16-11

Multifamily and Retail Store

4015 Craddock Dr

Map Date: 4/14/2016

Legend

 Site Location

0 250 500 1,000 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.

**CUP-16-11
 Conditional Use Permit
 Bishop and Craddock
 Multifamily (Apartments) *and* Retail
 Store (over 10,000 s.f. or more Bldg.)
 no outside sales in a Mixed Use
 District**



Applicant Information:

Applicant: Stone Development Group, Inc.
 1911 Rio Grande Street
 Austin TX, 78705

Property Owner: Craddock Avenue Partners, LLC
 P.O. Box 50324
 Austin, TX, 78763

Applicant Request: A Conditional Use Permit (CUP) to allow for Multifamily (Apartments) and Retail Store (over 10,000 s.f. or more Bldg.) no outside sales on a property zoned Mixed Use.

Notification: Public hearing notification mailed April 15, 2016

Response: Staff has received 1 letter expressing concern (attached) and 1 phone call asking for additional information.

Subject Property:

Location: Intersection of Bishop and Craddock

Legal Description: A0002 Thomas J Chambers Survey, Acres 10.62

Frontage On: Craddock Avenue, Franklin Drive, and Bishop Street

Neighborhood: Western (Westover & Castle Forest)

Existing Zoning: MU subject to Development Agreement

Preferred Scenario: Area of Stability

Utilities: Existing

Existing Use of Property: Vacant

Proposed Use of Property: Multifamily (Apartments) and Commercial Retail

Zoning and Land Use
 Pattern:

	Current Zoning	Existing Land Use
N of Property	MF-12/SF-6	Multi-family/Single-family
S of Property	SF-6/GC/MU/LI	Single-family/Warehouse
E of Property	SF-6/TH	Vacant
W of Property	CC	Vacant

Code Requirements:

This is a request for a conditional use permit (CUP) for Multifamily (Apartments) and Retail Store (over 10,000 s.f. or more Bldg.), no outside sales, on the Phase 1 Mixed Use (MU) portion of The Buie Tract Development Agreement. Section 4.3.1.2 of the Land Development Code (LDC) states that both Multifamily (Apartments) and a Retail Store (over 10,000 s.f. or more Bldg.), no outside sales, require a CUP in a Mixed Use Zoning District. A CUP allows the establishment of uses which may be suitable only in certain locations or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are generally compatible with permitted uses, but require individual review and imposition of conditions in order to ensure the appropriateness of the use at a particular location.

Background

The subject property consists of approximately 10.2 acres located along Craddock Avenue, between Bishop Street and Wonder World Drive. This property is part of a larger tract of land that is subject to The Buie Tract Development Agreement that was approved in 2009, and the later Partial Assignment that was approved in 2013. The subject property is identified in the Development Agreement and associated Concept Plan as the Phase 1 Mixed Use Tract. The property in question currently consists of two parcels. The larger, approximately 8 acre tract between Craddock Avenue and Franklin Drive, is requesting a Conditional Use Permit for Multifamily (Apartments). The smaller, approximately 2 acre tract, is requesting a Conditional Use Permit for Retail Store (over 10,000 s.f. or more of Bldg.) with no outside sales.

The Buie Tract Development Agreement was originally approved in 2009 and contained a provision that required that the Assignment of the agreement for the Buie Tract be approved through written agreement by the City. Since the approval of the Development Agreement, Council has approved one Partial Assignment of the Development Agreement to Capstone Collegiate Communities in 2013, which included modified development regulations.

The original Development Agreement divided the Buie Tract into three phases. Phase 1 is located along both sides of Craddock Avenue and was designated as the phase with the highest population density. Craddock Avenue further divides Phase 1 into a Multifamily tract located to the North of Craddock Avenue, and a Mixed Use tract located to the South of Craddock Avenue. Phases 2 and 3 were to retain the remaining units and impervious cover that was not utilized in Phase 1. However, in 2013, when Capstone Collegiate Communities approached the City of San Marcos to modify the approved Concept Plat and request a partial assignment of the Development Agreement, the City and the developer negotiated an agreement that modified the allowable population densities while providing the City with an additional 94 acres of parkland and prohibiting rent by the bedroom developments within the Mixed Use portion of the property.

Currently, the City has been approached by KDG Craddock Partners, a development group that is interested in developing the Mixed Use portion of the property and are requesting a partial assignment of the Development Agreement including some additional development standards. KDG Craddock Partners is not requesting to modify the Concept Plat or any of the additional items that were approved by Council within the Partial Assignment to Capstone Collegiate Communities in 2013.

Partial Assignment Agreement Approved in 2013

The Partial Assignment approved in 2013 required an amendment to the Concept Plat that was previously approved, as the applicant wished to negotiate elements of the Development Agreement that were established in the Concept Plat, primarily population density. These revisions included:

1. *Approximately 94 acres (Phases 2 and 3) of the 153 acre tract were dedicated to the City as parkland.*
2. *8.804 acres of land in Phase 1 along Wonder World Drive as indicated in the Phase 1, Section 1 Final Plat were dedicated to the City as parkland.*

3. *The density on the Phase 1 multi-family residential tract was reduced from 382 units as originally allowed to 194 units with a population density of 899.*
4. *71 units were assigned to the Mixed Use area of Phase 1 with a limit of three bedrooms per unit. No leased or rented by the bedroom multi-family dwelling units will be allowed on any portion of such Mixed Use area. In addition, building heights shall not exceed one story in the portion of the Mixed Use area on the west side of Craddock Avenue that abuts the Franklin Square neighborhood.*
5. *An amendment to the Concept Plat for consideration by the San Marcos Planning and Zoning Commission was initiated and approved to modify the Conceptual Land Plan Summary Table as follows:*

Phasing Plan	Zoning Acreage	Zoning	Number of Dwelling Units Previously Approved	Existing Concept Plat Population Density	Potential Population Including Phase 2	Number of Dwelling Units Proposed	Population Density Proposed
Phase 1	33.2+/-	MF-12	382	802	802	194	899
	12.88 +/-	MU	71	149	149	71	213
			453	951	951	265	1,112
Phase 2	18.81 +/-	TBD	Transfer of Unused Phase I Units	Not Addressed in Concept Plat	476*	0	0
Phase 3	75.15+/-	TBD	4	11	11	0	0
All Phases Total			457	962	1,438**	265	1,122
* Note: 188 units transferred from Phase 1 x (4.63 bedrooms/ units in Capstone project minus 2.1 bedrooms per unit per existing Concept Plat).							
** (382 x 2.1= 802) + (71 x 2.1= 149)+ (188 x 2.53= 476)+ 11 = 1,438.							

Approval of the amendment to the Concept Plat was a condition of the City's consent granted herein.

6. *The developer of the multi-family 35 acre portion of Phase 1 shall enter into a contract deemed acceptable to City staff to have a private company provide shuttle service to transport residents of the multi-family development to and from Texas State University-San Marcos (Texas State) until such time that the Texas State shuttle system provides shuttle service.*
7. *Craddock Avenue Partners, L.L.C. agreed to update the Traffic Impact Analysis ("TIA") prior to final plat submittal of the Mixed Use portion of Phase 1 and to implement such improvements as are recommended by the TIA in relation to its proportionate responsibility under applicable City Ordinances.*
8. *No leased or rented by the bedroom multi-family dwelling units will be allowed on any portion of the Assignor's Remaining Property.*
9. *The owners of all the property subject to the Development Agreement will execute and record restrictive covenants in favor of the City and in a form acceptable to the City Attorney reflecting the above terms (the unit allocations and population densities listed in the Concept Plat as amended will be included within the restrictive covenants).*

Comments from Other Departments:

None.

Planning Department Analysis:

Multifamily (Apartments) Analysis

The applicant intends to develop the total number of units and bedrooms that are allowed under the previous agreements (71 units and 213 bedrooms) as a three-story townhouse condo development. As the townhomes will not be subdivided into individual lots, but sold individually under a condo regime, it falls under the Multi-family (Apartment) classification within the LDC Land Use Matrix, which requires a Conditional Use Permit in Mixed Use Zoning. Staff has worked with the applicant to minimize the potential impacts to the surrounding neighborhood.

The existing agreements allow for 100% impervious cover on the site. The applicant has agreed to reduce the impervious cover to a maximum of 59% of the total site area. Additionally they are proposing to forfeit the remaining impervious cover. This brings the development into conformance with the Mixed Use zoning district's standard impervious cover limit, which allows a maximum 60% impervious cover limit.

For the residential portion of the property, the applicant is proposing to construct the 71 units allowed by the Development Agreement as three bedroom townhouse style condominiums that would be three stories tall, with the potential for a roof top access enclosure and deck. At 1.05 parking spaces per bedroom, 224 off street parking spaces are required and each unit will have a three-car garage to help meet this requirement. The applicant is also proposing an additional 87 parking spaces, primarily on street parallel spaces, located on Franklin and Craddock which brings the total parking ratio to 1.46 parking spaces per bedroom.

Commercial Analysis

Rather than construct ground floor commercial along the entire frontage of Craddock Avenue, the applicant is requesting to construct a commercial corner on the Northwest corner of Bishop and Craddock, which is limited to one story, no more than 20 feet tall. This corner would consist of a maximum of 14,000 square feet of retail and office space. In addition to one (1) off-street parking space per 300 square foot of commercial space, the applicant is proposing seventeen (17) on-street parallel parking spaces.

It should be noted that the Land Use Matrix substantially limits the number of commercial uses that are "permitted by right", and requires a Conditional Use Permit for many uses that may not be appropriate in the context of the neighborhood. For instance, any use associated with gasoline sales would require an additional Conditional Use Permit to be brought forward to the Commission to review.

Part of the applicant's request is that the 14,000 square feet of commercial be allowed on one lot. The Land Use Matrix states that a Conditional Use Permit is required for a "Retail Store (over 10,000 s.f. or more Bldg.)" in the Mixed Use Zoning Category. It should be noted however, that the use of "Retail Store (under 10,000 s.f. Bldg.)" does not require a Conditional Use Permit. The applicant's Concept Plan indicates several smaller buildings that add up to 14,000 square feet, rather than one larger structure. *This being the case, if the Commission were to deny the applicant's request for more than 10,000 square feet of retail building on one lot, the applicant could simply subdivide the tract into two legal lots, which would allow the applicant to construct the same amount of square footage, without the requirement for a Conditional Use Permit.*

Additionally, the applicant has provided a Concept Plan for the proposed development. This plan provides some enhancements over the existing code including:

- A courtyard on the commercial corner of Craddock and Bishop;

- Of the 24 “end unit” condominiums, a minimum of 12 will have wrapped patios;
- The sidewalk on Franklin will be constructed as a 5 foot sidewalk, an improvement over the 4 foot sidewalk required by code; and
- The Concept Plan does not allow for garages to face Franklin Street, Columbia Street or Craddock Avenue.

Evaluation of a request for a CUP is subject to the criteria in Section 1.5.7.5 of the LDC concerning impacts of the use on surrounding properties.

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan;

- The Preferred Scenario Map identifies the area in which this commercial property is located as an Area of Stability. Within Areas of Stability, the Comprehensive Plan recommends several general use categories: Single Family, Home Office, and Corner Neighborhood Retail – no gas. The applicant is proposing to provide retail at the corner of Bishop and Craddock, and the uses “permitted by right” in the MU zoning category are generally consistent with neighborhood retail.
- The property that is proposed to be residential is identified as an Area of Stability – Redevelopment Infill, which states that building types should be 1-3 story. The applicant is proposing three-story condos, and would like to provide a roof top deck and enclosure.
- Goal 3 of the Neighborhoods and Housing Chapter states that there should be diversified housing options to serve citizens with varying needs and interests. The applicant is requesting to place 71 condos on 8.1 acres, as allowed under the previous agreements, which is a density of 8.76 units per acre, which is only slightly higher than the 5.5 units an acre allowed within the SF-6 single family zoning district. As this is proposed to be a condo development where individual units are sold to buyers, and renting by the bedroom is prohibited, it provides a housing option that is not currently available in this neighborhood, and is not student oriented.
- Goal 4 of the Neighborhoods and Housing Chapter states that neighborhoods should be well maintained, stable, and protected from blight and incompatible land uses. The majority of the adjacent property (within 200 feet) around the 8.1 acre tract intended for condo development is a mix of Multifamily, Mixed Use, Townhome, Light Industrial, General Commercial, and Neighborhood Commercial. There are SF-6 zoned lots within 200 feet of the property, primarily across Franklin Drive (see exhibit). As the proposal is for condos, which will be individually owned, and renting by the bedroom is prohibited, it does not appear to be an incompatible land use.
- Goal 1 of the Environment and Resource Protection Chapter states that public and private sectors should work together to protect water quality and facilitate appropriate development over the Edwards Aquifer. This project is the last piece of a development agreement that pertains to approximately 153 acres. The total impervious cover allowed for the entire site 30.63 acres (based on the code requirement that no more than 20% impervious cover is allowed over the Edwards Recharge Zone). The original Development Agreement allowed for all of the allowable impervious cover to be allocated into Phase 1 (which includes both the Phase 1 Multifamily tract and the Phase 1 Mixed Use tract). In the following Assignment that was approved in 2013, 16.50 acres of impervious cover out of the 30.63 acers was allocated to the Phase 1 Multifamily tract (The Cottages at San Marcos) and the remaining 14.13 acers were allocated to the property owner of the overall tract to be used on the remaining property. Additionally, Phases 2 and

3, a total of approximately 94 acres, were dedicated as parkland, on top of the 8.8 acres dedicated as parkland under the original Concept Plat. The property upon which this development is proposed is the last tract out of the original 153 acres, and as it is allowed the remaining 14.13 acres of impervious cover, but is only 10.2 acres, could potentially pave the entire site. However, the applicant has agreed to limit the proposed impervious cover to 59% of the remaining 10.2 acres, and forfeit the approximately 4 acres of remaining impervious cover. This reduces the overall impervious cover allowed over the entire 153 acres to approximately 17%, which is **3% less** than the maximum allowed under the Land Development Code and the original Development Agreement.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;

- The text of the Development Agreement indicates that the intent of this Phase of the development is a mixed use retail development that is oriented towards neighborhood services. The Concept Plat Amendment and 2013 Partial Assignment allow for 71 units, with a total of 213 bedrooms on this site. The Land Use Matrix states that Multifamily (Apartments) are an eligible land use if a Conditional Use Permit is granted.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;

- The residential tract is located between a dense multifamily development (24 units an acre) and a fairly low density neighborhood (generally zoned for 5.5 units an acre). At a proposed density of 8.76 units per acre, the project provides a transition between the two different styles of development.
- As this is proposed to be a Condo project, units will be owned by individuals, while the larger lot is owned and maintained by a single entity. This provides a bridge between the multifamily development on the North side of Craddock which is owned and maintained by a single entity, and the neighborhood to the South of Franklin which consists of individual lots that are owned and maintained by individuals.
- The applicant will comply with the Concept Plan approved in 2013 and construct Columbia Street through the residential site. Additionally the applicant must provide a TIA prior to approval of any site plans.
- On the commercial corner, no building shall be greater than one story or 20 feet in height, so as to remain in scale with the neighborhood adjacent to the rear of the property.
- The applicant has agreed to face all garages towards the interior of the project, rather than towards the neighborhood.
- The applicant has agreed to construct 104 parking spaces more than required by code, primarily parallel on street parking spaces located on Franklin, Craddock, and Bishop Street to reduce the likely hood of overflow parking.

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood;

- This project will generate additional traffic, however, a TIA will be required prior to approval of any site plans.

- The applicant has agreed to construct 5 foot sidewalks along Franklin and Bishop, which is one foot greater in width than required by code.
- 5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;**
- The Concept Plan identifies private connections between Franklin Drive and Craddock Avenue, in addition to the extension of Columbia, which will allow resident access to Craddock, and will mitigate development generated traffic within the neighborhood.
- 6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties; and**
- The applicant has agreed to reduce the total allowable impervious cover on the site from 100% to 59%.
 - The applicant has agreed to face all garages towards the interior, rather than towards adjacent properties.
 - The applicant will not exceed one story (up to 20 feet in height) on the commercial tract, so as to reduce any visual impact on adjacent neighborhoods.
 - The commercial tract will comply with all buffering standards required by the LDC between commercial uses and residential uses, including enhanced setbacks and landscaping.
 - Of the 24 “end unit” condominiums, the applicant has agreed that a minimum of 12 will have wrap around patios.
- 7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
- The applicant is proposing three-story condos on a Mixed Use zoned property, which is one story less than what is allowed by right.
 - The applicant is exceeding the parking requirements for both the commercial and residential portions of the property.
 - The applicant is requesting that all 14,000 square feet of commercial be allowed on one lot, but has the ability to subdivide that lot and provide the same amount of commercial square footage split over two lots.
 - The applicant has agreed to reduce the amount of allowable impervious cover to 59% which is consistent with the Mixed Use zoning district, and 41% less than what they are allowed.

Staff has analyzed the request and recommends **approval** of the Conditional use permit with the following conditions:

- (1) Total impervious cover does not exceed 59% of the 10.2 acres;
- (2) The project is developed and maintained as a condominium style development;
- (3) The applicant provides a minimum of 1.46 parking spaces per bedroom (311 total spaces), for the residential tract, which can include on street parallel parking;
- (4) The applicant provides a minimum of 17 additional parking spaces (64 total) for the commercial corner on the Northwest corner of Bishop and Craddock, which can include on-street parallel parking;

- (5) No structure on the commercial corner on the Northwest corner of Bishop and Craddock Street shall exceed one story, limited to 20 feet in height;
- (6) No structure on the residential property shall exceed three stories in height, this does not include a roof top enclosure that can be no greater than 20% of the floor area of the roof nor any open air roof top outdoor space (decks/gardens);
- (7) A minimum of 12 of the 24 "end unit" condominiums have wrap around patios;
- (8) The applicant construct a minimum 5 foot wide sidewalk on Franklin and Bishop Streets;
- (9) The applicant does not substantially vary from the proposed Concept Plan; and
- (10) Compliance with the previously approved conditions of the 2013 Partial Assignment which prohibits the practice of rent by the room on any portion of the Mixed Use development.

The Commission's Responsibility:

The Commission is required to hold a public hearing and receive comments regarding the proposed CUP. After considering public input, the Commission is charged with making a decision on the Permit. Commission approval is discretionary. The applicant, or any other aggrieved person, may submit a written appeal of the decision to the Planning Department within 10 working days of notification of the Commission's action, and the appeal shall be heard by the City Council.

The Commission may approve, approve with conditions or modifications or deny the permit. In evaluating the impact of the proposed conditional use on surrounding properties, the Commission, pursuant to Section 1.5.7.5 of the LDC, should consider the extent to which:

- 1. The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan;
- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
- 3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;
- 4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood;
- 5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;
- 6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties; and
- 7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

Conditions may be attached to the CUP that the Commission deems necessary to mitigate adverse effects of the proposed use and to carry out the intent of the Code.

Prepared by:

Will Parrish	Planning Technician	April 22, 2016
Name	Title	Date



Parcel - 8.1 ac
Units - 71
Bedrooms - 213
Unit Parking - 213
(3 car garages)
On-Street Parking - 79
Off-Street Parking - 19
Total Parking - 311
Required Parking - 224
Surplus Parking - 87

Parcel - 2.03 ac
Total Unit Footprint - 13,975 sf
On-Street Parking - 17
Off-Street Parking - 47
Total Parking - 64
Required Parking - 47
Surplus Parking - 17

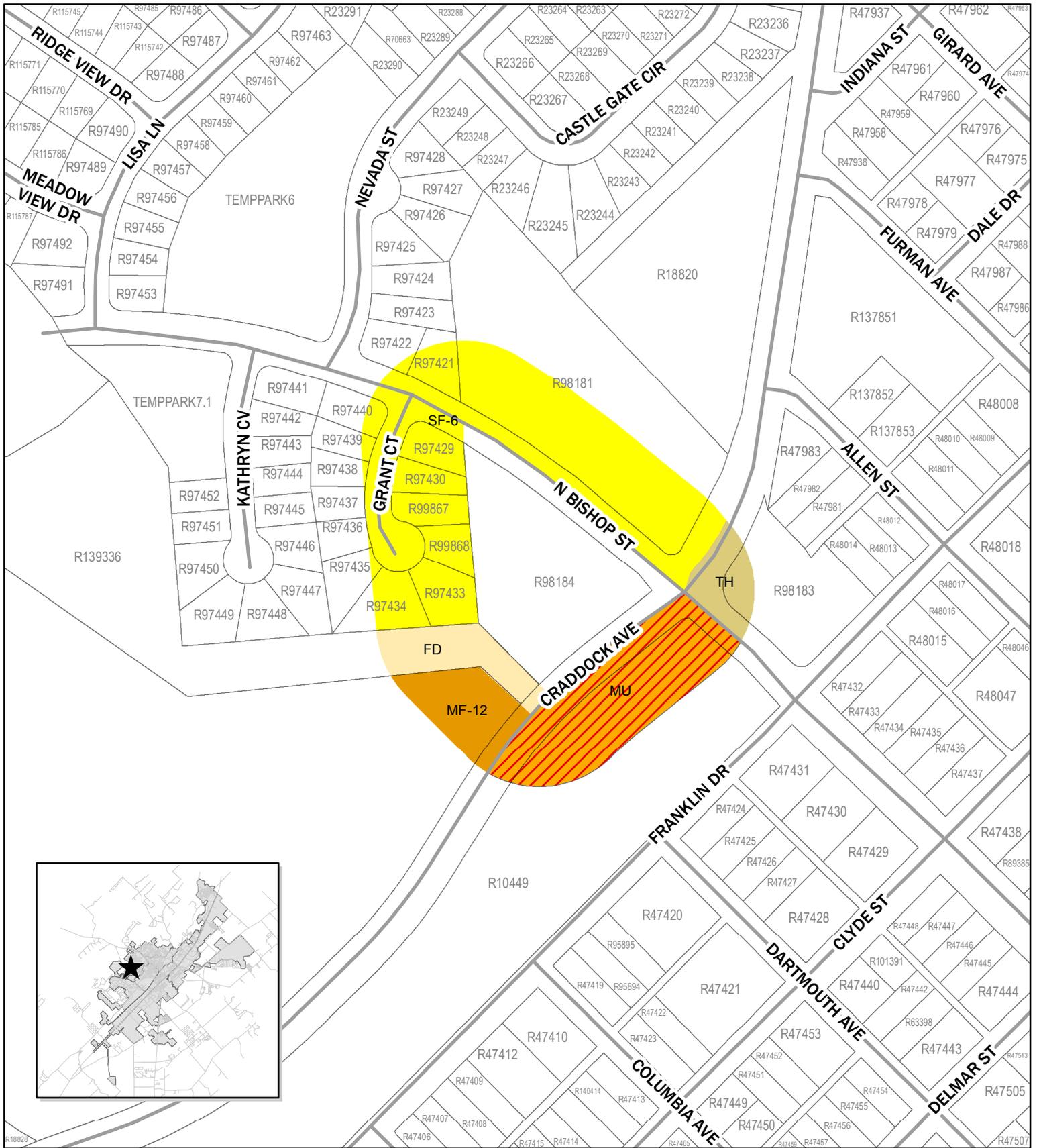
craddock ave.

franklin dr.

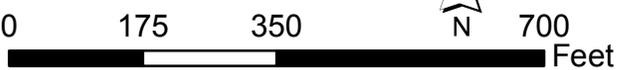
bishop st.

Total Site - 10.13 ac
Total Impervious - 6.01 ac
Total % Impervious - 59%
Total Required Parking - 271
Total Provided Parking - 375
Total Surplus Parking - 104





CUP-16-11
Zoning of Property Adjacent to
Retail Store over 10,000 s.f. Request
Map Date: 4/20/2016



ZONECODE	
	SF-6
	FD
	MF-12
	MU
	TH

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.

Filed for Record in:
Hays County
On: Nov 07, 2012 at 09:10A
Document Number: 12032246
Amount: 160.00
Receipt Number - 319571
Samantha Breland, Deputy
Liz G. Gonzalez, County Clerk
Hays County

CORRECTION TO RECORDED DEVELOPMENT AGREEMENT

Date: *October 26, 2012*

Original Instrument: Development Agreement between Craddock Avenue Partners, L.L.C. and the City of San Marcos.

Recording Information: Volume 3922, Page 660 of the Official Public Records of Hays County, Texas.

Correction: The Original Instrument omitted Exhibit A and, instead, included an extra Exhibit B. This instrument provides the omitted Exhibit A and removes the extra Exhibit B.

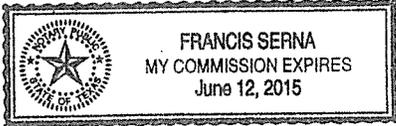
Affiant, on oath, swears that the following statements are true and within the personal knowledge of Affiant:

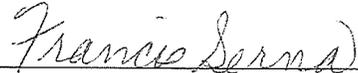
1. My name is Matthew Lewis. I am over the age of 18 years and I am otherwise competent to make this Affidavit. I am the Director of the Development Services Department of the City of San Marcos, Texas, 630 East Hopkins Street, San Marcos, Texas 78666.
2. I have personal knowledge of the facts relevant to the correction of the Original Instrument. At the time of filing of the Original Instrument, I was the Assistant Director of the Department of Development Services for the City of San Marcos and managed the City's Planning Department.
3. The Planning Department was responsible for the preparation of the Original Instrument and I am familiar with the property description of the property subject to the Original Instrument. The property description should have been attached as Exhibit A, but was inadvertently omitted and, instead, two Exhibit B's were attached to the Original Instrument. This instrument provides the Exhibit A intended to be attached to the Original Instrument and excludes a duplicate Exhibit B.
4. The Original Instrument does not transfer real property or an interest in real property and is, thus, not an instrument of conveyance subject to Tex. Prop. Code §5.028..



Matthew Lewis

SWORN TO AN SUBSCRIBED before me on October *26*, 2012 by Matthew Lewis, Director of Development Services for the City of San Marcos, in such capacity, on behalf of said municipality.





Notary Public, State of Texas

RESOLUTION NO. 2009-166R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS. APPROVING A DEVELOPMENT AGREEMENT SUBMITTED BY CRADDOCK AVENUE PARTNERS, LLC, FOR THE BUIE TRACT PROPERTY, A 148.774 ACRE, MORE OR LESS, TRACT OF LAND LOCATED ALONG THE CRADDOCK ROAD EXTENSION AND THE CONFLUENCE OF THE WONDER WORLD DRIVE EXTENSION; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. Craddock Avenue Partners, LLC ("Developer") is interested in constructing a mixed use development on a portion of the Buie Tract consistent with existing and adjacent land uses.
2. In order to develop the property in an economically feasible manner, and in an effort to protect sensitive environmental features the City staff and the Developer propose that the attached agreement be approved.
3. The proposed agreement permits more dense development along the Craddock Avenue extension in exchange for much less density in those areas of the property that lie over sensitive environmental features.

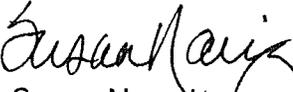
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The attached Development Agreement submitted by Craddock Area Partners, LLC hereby approved..

PART 2. The City Manager, Rick Menchaca, is authorized to execute the development agreement.

PART 3. This Resolution is in full force and effect from and immediately after its enactment.

ADOPTED on the 1st day of December 2009.


Susan Narvaiz
Mayor

Attest:


Sherry Mashburn
City Clerk

STATE OF TEXAS

§

DEVELOPMENT AGREEMENT

COUNTY OF HAYS §

§

REGARDING THE BUIE TRACT PROPERTY

This is a DEVELOPMENT AGREEMENT by and between the CITY OF SAN MARCOS ("City") and CRADDOCK AVENUE PARTNERS, LLC ("Owner"), whether one or more.

A. PURPOSE AND CONSIDERATION

WHEREAS, the purpose of this Agreement is to establish the basic land uses and parameters and specific design criteria expected for the land uses proposed when the property is finally developed and to provide the Owner with certain vesting of the basic mixed use development plan.

WHEREAS, Developer is owner of that certain tract of land in San Marcos, Texas as shown on Exhibit "A", attached hereto (the "Property"), and

WHEREAS, Developer is in the process of constructing a mixed use development project on the Property (the "Property"), and

WHEREAS, City and Owner desire to create a mixed use development on a portion of the Property that will be compatible with other existing and adjacent proposed land uses in a manner that provides an economic boost to the area, and,

WHEREAS, the Owner and City desire the Property to be developed in a manner that is advantageous to both the Owner and the City; and,

WHEREAS, the Owner and City desire the portions of the property currently located outside of the City limits retain that status until such time that the property develops.

WHEREAS, the Owner has requested that the City provide an acknowledgement and general approval of the plan for a phased mixed used development on the Property in the form of this Agreement. See Exhibit "B" Plan.

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

B. GENERAL REQUIREMENTS

Development of the Property must meet the following requirements:

1. Buildings in the Phase 1 MU tract must be brought to the street edge of Craddock Street and contain ground floor retail or office.
2. Buildings in the Phase 1 MF-12 tract facing Craddock Street must be a minimum of 3 stories.
3. Provide for the clustering of the majority of the development in Phase 1 along each side of Craddock Street.
4. Provide for the possible allocation of unused density and impervious cover from Phase 1 to Phases 2 and 3.
5. Protect and preserve the sensitive natural features discovered on the property.
6. Maintain the existing creeks in their natural undisturbed condition.
7. Maintain the existing "Hill Country" aesthetics by preserving over 50% of the property in its natural, undisturbed condition or for use as very, very low density rural residential.
8. This Agreement shall govern the Development of the Property and shall be binding on Developer, its successors and assigns. Upon execution, this Agreement shall be recorded in the Official Records of Hays County, Texas.

C. GENERAL TERMS AND CONDITIONS

1. **Property Description:** The Property is herein defined as the Buie Tract. Property is described as shown on Exhibit "A".
2. **Density Allocation:**
 - a. **Permitted Project Density:** 459 Lots/Units (Based on an overall Project Density of 3 Lots/Units per Acre)

- b. **Phase 1 Density:** 453 Lots/Units (138 existing Lots/Units currently allowed for Phase 1, 315 Lots/Units allocated from Phase 3)
 - c. **Phase 2 Density:** Any remaining Lots/Units not utilized for Phase 1 development would be allocated to Phase 2.
 - d. **Phase 3 Density:** 4 Lots/Units remaining after allocation
 - e. **Permitted Clustered Density:** The allocation of the clustered density to Phase 1 and Phase 2 shall be subject to the maximum density limits per parcel of the base zoning classifications. (i.e. 12 upa in MF-12 area, 5.5 upa in MU area)
3. **Impervious Cover Allocation**
- a. **Permitted Project Impervious Cover:** 30.63 Acres (Based on an overall Project Impervious Cover of 20%). Total permitted project impervious cover may be clustered onto Phase 1 of the project. Remaining permitted project impervious cover may be allocated for use in Phases 2 and 3.
 - b. **Phase 3 Impervious Cover:** Phase 3 impervious cover shall not exceed 6% of the Phase 3 area.
4. **Public and Private Parkland / Buffer Zone Dedication :**
- a. **Required project parkland:** Dedication to occur with the initial Phase 1 final plat.
 - b. **5 acre tract of land dedicated for buffer area to the Franklin Square Home Owner's Association:** Dedication shall occur prior to consideration of the initial Phase 1 final plat. 5 acre tract to be owned and maintained by the Franklin Square Home Owner's Association.
5. **Annexation**
- a. **Continuation of Extraterritorial Jurisdiction Status:** The City hereby guarantees the extraterritorial jurisdiction status of Phases 2 and 3 of the property to the extent provided by the Texas Local Government Code.

- b. **Triggers for Annexation:** A request for annexation of Phases 2 and 3 shall occur concurrent with the platting of each particular phase.

6. **Environmental Issues**

- a. **Environmental Protection of Significant Recharge Features:** The parties agree that Craddock Avenue Partners, LLC will enter into an agreement with a private company or organization approved by the City of San Marcos for the purpose of securing the identified significant natural recharge features on the site. Said agreement shall occur prior to initiation of development on Phase 1.

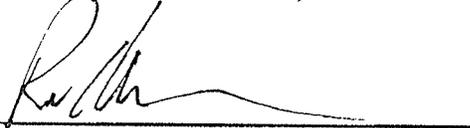
D. **MISCELLANEOUS PROVISIONS**

1. **Actions Performable.** The City and the Owner agree that all actions to be performed under this Agreement are performable in Hays County, Texas.
2. **Governing Law.** The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
3. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
4. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties.
5. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:
7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.
8. Assignment. This Agreement may be assigned by the Owner only with the prior written approval of the City.
9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.
10. Liability. Owner agrees to hold the City harmless from any failure on behalf of the City if, for any reason, the City fails to or is unable to honor all of the provisions of the Agreement.

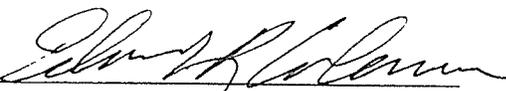
SIGNED as of this 24 day of Nov, 2009.

CITY OF SAN MARCOS, TEXAS

By: 

City Manager

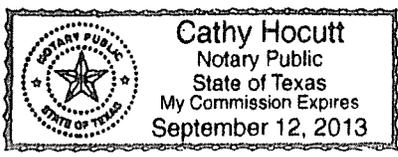
OWNER: CRADDOCK AVENUE PARTNERS, LLC.

By: 

Edward R. Coleman, Member / Managing Member
Craddock Avenue Partners, LLC

State of Texas
County of Travis

SWORN TO AND SUBSCRIBED before me on Nov. 24, 2009 (date) by
Edward R Coleman known to me, or proved to me by photo identification, to be the person
who executed this instrument.



Cathy Hocutt

Notary Public, State of Texas

Waterloo Surveyors Inc.

Office: 512-481-9602
Fax: 512-330-1621
Page 1 of 3

Thomas P. Dixon
R.P.L.S. 4324
J11420

EXHIBIT "A"

January 2, 2007

FIELD NOTES

FIELD NOTES FOR 174.27 ACRES OF LAND, MORE OR LESS, OUT OF THE J. WILLMS SURVEY, R. H. WILLIAMS SURVEY AND THE T. J. CHAMBERS SURVEY, IN HAYS COUNTY, TEXAS, SAME BEING OUT OF AND PART OF THAT CERTAIN 232.1 ACRES OF LAND CONVEYED TO MILTON DANIEL BUIE PROPERTY PARTNERSHIP BY WARRANTY DEED DATED JUNE 29, 1983, RECORDED IN VOLUME 399, PAGE 326, HAYS COUNTY, DEED RECORDS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

BEGINNING at fence corner post at the common N.W. corner of that certain 326.30 acre tract of land recorded in Volume 1922, Page 338, Deed Records, Hays County, Texas, same being at the S.W. corner of said 232.1 acre tract for the S.W. corner hereof;

THENCE the following three (3) courses and distances as fenced on the ground along the common east line of that certain 114.00 acre tract conveyed to Marion H. Wills recorded in Volume 1658, Page 162, Deed Records, Hays County, Texas, and the west line of said 232.1 acre tract:

1. N43°54'24"E for a distance of 400.19 feet to an iron rod found;
2. N44°02'00"E for a distance of 224.34 feet to an iron rod found;
3. N44°00'29"E for a distance of 801.57 feet to an iron rod set at a corner fence post at the N.W. corner of said 232.1 acre tract for the N.W. corner hereof;

THENCE S45°42'24"E along a wire fence for a distance of 761.13 feet to a fence corner post at the S.W. corner of that certain 67.41 acres of land recorded in Document No. 3027150, Official Public Records, Hays County, Texas, for a corner hereof;

THENCE the following three (3) courses and distances along the common south line of said 67.41 acre tract and the north line of said 232.1 acre tract:

1. S46°14'15"E for a distance of 765.55 feet to an iron rod found;
2. S46°54'15"E for a distance of 49.96 feet to an iron rod found;
3. S46°53'34"E for a distance of 118.75 feet to an iron rod found at the S.E. corner of said 67.41 acre tract for a corner hereof;

THENCE the following five (5) courses and distances along the east line of said 67.41 acre tract and the west line of said 232.1 acre tract:

1. N44°11'49"E for a distance of 77.79 feet to an iron rod found;
2. N44°16'23"E for a distance of 65.04 feet to an iron rod found;
3. N44°14'45"E for a distance of 65.09 feet to an iron rod found;
4. N44°13'16"E for a distance of 74.93 feet to an iron rod found;
5. N44°10'17"E for a distance of 80.95 feet to an iron rod set at a fence corner post at the S.W. corner of that certain 44.93 acres of land conveyed to S.D.C. Franklin Street Partnerships, LTD., recorded in Volume 1502, Page 108, Official Public Records, Hays County, Texas, same being at the S.W. corner of Lot 20, Block "G", Bishop Crossing Subdivision Section Two, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 12, Page 229, Plat Records, Hays County, Texas, for a corner hereof;

THENCE the following twenty (20) courses and distances crossing said 232.1 acre tract along the common south line of said 44.93 acre tract and the south line of Block "G", Bishop Crossing Subdivision Section Two:

1. S45°39'31"E for a distance of 70.53 feet to an iron rod found;
2. S45°39'31"E for a distance of 48.28 feet to an iron rod found;
3. S29°31'05"E for a distance of 12.30 feet to an iron rod found;
4. S29°31'05"E for a distance of 47.68 feet to an iron rod set;
5. S57°42'50"E for a distance of 26.68 feet to an iron rod found;
6. S57°42'50"E for a distance of 75.63 feet to an iron rod found;
7. S57°42'50"E for a distance of 66.51 feet to an iron rod found;
8. S57°42'50"E for a distance of 66.54 feet to an iron rod found;

P.O. Box 160176
Austin, Texas 78716-0176

Waterloo Surveyors Inc.

Office: 512-481-9602
Fax: 512-330-1621
Page 2 of 3

Thomas P. Dixon
R.P.L.S. 4324
J11420
January 2, 2007

EXHIBIT "A"

FIELD NOTES

9. S57°42'50"E for a distance of 66.64 feet to an iron rod found;
10. S57°42'50"E for a distance of 66.65 feet to an iron rod found;
11. S57°42'50"E for a distance of 185.26 feet to an iron rod found;
12. S57°42'50"E for a distance of 63.35 feet to an iron rod found;
13. S57°42'50"E for a distance of 48.83 feet to an iron rod set;
14. S58°58'40"E for a distance of 9.12 feet to an iron rod found;
15. S58°58'40"E for a distance of 63.31 feet to an iron rod found;
16. S58°58'40"E for a distance of 63.46 feet to an iron rod found;
17. S58°58'40"E for a distance of 63.20 feet to an iron rod found;
18. S54°04'46"E for a distance of 63.28 feet to an iron rod found;
19. S54°04'46"E for a distance of 63.28 feet to an iron rod found;
20. S54°04'46"E for a distance of 78.39 feet to an iron rod found at the S.E. corner of Lot 3, Block "G", Bishop Crossing Subdivision Section Two, and the S.W. corner of Lot 1, Block "G", Bishop Crossing Subdivision Section One, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 9, Page 261, Plat Records of Hays County, Texas;

THENCE the following eleven (11) courses and distances along the south and east line of said Bishop Crossing Subdivision Section One:

1. S39°29'06"E for a distance of 124.59 feet to an iron rod set;
2. S39°29'06"E for a distance of 10.25 feet to an iron rod set;
3. S24°34'26"E for a distance of 64.34 feet to an iron rod set;
4. S47°23'16"E for a distance of 3.17 feet to an iron rod found;
5. S47°23'16"E for a distance of 112.74 feet to an iron rod set;
6. S32°44'36"E for a distance of 199.83 feet to an 80d Nail found;
7. S04°15'45"E for a distance of 88.44 feet to an iron rod found;
8. S04°00'41"E for a distance of 254.35 feet to an iron rod found;
9. N85°54'06"E for a distance of 102.50 feet to an iron rod found;
10. N86°15'21"E for a distance of 474.21 feet to a punch hole found;
11. N04°03'14"W, crossing a 70' wide extension of said 44.93 acre tract as shown on Bishop Crossing Subdivision Section One subdivision plat, noted as the remaining portion of said 44.93 acre tract, and in all a distance of 353.50 feet to an iron rod found on the curving south R.O.W. of Bishop Street at the S.W. corner of that certain 0.78 acres of land conveyed to the City of San Marcos for road purposes recorded in Document No. 00023125, Official Public Records, Hays County, Texas;

THENCE the following two (2) courses and distances along the common south line of Bishop Street and the south line of said 0.78 acre tract:

1. 205.62 feet along the arc of the curving R.O.W., curving to the right with a radius of 1365.00 feet and having a chord which bears S54°34'25"E for a distance of 205.42 feet to an iron rod found at the point of tangency of said curve, from which point an iron rod found on the north R.O.W. of Bishop Street bears N39°39'16"E at a distance of 70.00 feet;
2. S50°13'10"E for a distance of 248.18 feet to an iron rod found at the point of curvature of a curve curving to the right with a radius of 25.00 feet, said iron rod also being the common S.E. corner of said 0.78 acre tract and the S.W. corner of that certain 0.87 acres of land conveyed to the City of San Marcos for road purposes recorded in Document No. 00023125, Official Public Records, Hays County, Texas;

THENCE the following five (5) courses and distances along the south line of said 0.87 acre tract and the south line of Bishop Street:

1. 41.56 feet along the arc of said curve with a chord which bears S02°55'23"E for a distance of 36.94 feet to an iron rod found at the end of this curve;
2. S53°10'34"E for a distance of 70.74 feet to an iron rod found at the point of a non-tangent curve curving to the right with a radius of 25.00 feet;

P.O. Box 160176
Austin, Texas 78716-0176

Waterloo Surveyors Inc.

Office: 512-481-9602
Fax: 512-330-1621
Page 3 of 3

Thomas P. Dixon
R.P.L.S. 4324
J11420
January 2, 2007

EXHIBIT "A"

FIELD NOTES

3. 37.73 feet along the arc of said curve with a chord which bears N87°56'44"E for a distance of 34.25 to an iron rod found at the point of a compound curve curving to the right with a radius of 2965.00 feet;
4. 182.53 feet along the arc of said curve with a chord which bears S46°45'44"E for a distance of 182.51 feet to an iron rod set at the point of tangency of said curve;
5. S45°08'49"E for a distance of 33.94 feet to a PK set in concrete at the intersection of west R.O.W. of Franklin Street for a corner hereof;

THENCE the following two (2) courses and distances along the west R.O.W. of Franklin Street and the east line of said 232.1 acre tract:

1. S45°00'38"W for a distance of 1155.74 feet to an iron rod found;
2. S45°19'35"W for a distance of 394.63 feet to an iron rod set at a corner fence point at the most easterly, S.E. corner of said 232.1 acre tract;

THENCE the following twenty-three (23) courses and distances along the south line of said 232.1 acre tract as fenced on the ground:

1. N55°48'45"W for a distance of 786.65 feet to an iron rod found;
2. N55°42'41"W for a distance of 50.06 feet to an iron rod set;
3. S58°26'11"W for a distance of 43.88 feet to a found iron rod;
4. S58°26'58"W for a distance of 425.99 feet to a fence post;
5. N53°28'52"W for a distance of 95.55 feet to a fence post;
6. S88°05'37"W for a distance of 470.04 feet to a fence post;
7. N47°05'02"W for a distance of 103.02 feet to an iron rod set;
8. N45°25'14"W for a distance of 549.36 feet to a fence post;
9. N45°24'02"W for a distance of 345.10 feet to an iron rod set;
10. N45°42'20"W for a distance of 82.85 feet to an iron rod found;
11. N45°34'46"W for a distance of 366.14 feet to an iron rod found;
12. N43°48'49"W for a distance of 204.34 feet to an iron rod set;
13. N42°54'31"W for a distance of 291.41 feet to an iron rod found;
14. N42°49'55"W for a distance of 159.54 feet to a fence post;
15. N35°46'40"W for a distance of 69.36 feet to a nail found in a 9" Oak tree
16. N34°01'51"W for a distance of 71.64 feet to an iron rod found;
17. N33°52'51"W for a distance of 94.24 feet to a fence post;
18. N44°35'24"W for a distance of 313.63 feet to a fence post;
19. N40°06'53"W for a distance of 85.50 feet to a 60d nail found in Oak tree
20. N49°08'32"W for a distance of 25.61 feet to a fence post;
21. N47°58'05"W for a distance of 95.83 feet to a fence post;
22. N45°23'40"W for a distance of 265.09 feet to a fence post;
23. N47°31'25"W for a distance of 89.25 to the **POINT OF BEGINNING**, containing 174.27 acres of land.

I, the undersigned do hereby certify that the field notes hereon were prepared from an actual on-the-ground survey under my direct supervision and that they are true and correct to the best of my knowledge.

Thomas P. Dixon R.P.L.S. 4324

P.O. Box 160176
Austin, Texas 78716-0176

GENERAL WARRANTY DEED

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

DATE: June 29, 2007

GRANTOR: BUIE PROPERTIES, LTD.

**GRANTOR'S MAILING ADDRESS:
(INCLUDING COUNTY):** 1128 West San Antonio
San Marcos, Hays County, Texas 78666

GRANTEE: CRADDOCK AVENUE PARTNERS, L.L.C.

**GRANTEE'S MAILING ADDRESS
(INCLUDING COUNTY):** 1208 West Avenue
Austin, Travis County, Texas 78701

CONSIDERATION:

TEN DOLLARS and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

THAT CERTAIN TRACT OF LAND CONSISTING OF 174.27 ACRES OF LAND, MORE OR LESS, OUT OF THE J. WILLIAMS SURVEY, R. H. WILLIAMS SURVEY AND THE T. J. CHAMBERS SURVEY, IN HAYS COUNTY, TEXAS, SAME BEING OUT OF AND PART OF THAT CERTAIN 232.1 ACRES OF LAND CONVEYED TO MILTON DANIEL BUIE PROPERTY PARTNERSHIP BY WARRANTY DEED DATED JUNE 29, 1983, RECORDED IN VOLUME 399, PAGE 326, HAYS COUNTY, DEED RECORDS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN FOR ALL PURPOSES.

RESERVATION FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record, including the following:

- a. Transmission line easement recorded in Volume 112, Page 304, of the Deed Records of Hays County, Texas;

b. Transmission line easement recorded in Volume 119, Page 443, of the Deed Records of Hays County, Texas;

c. Transmission line easement recorded in Volume 342, Page 463, of the Deed Records of Hays County, Texas;

This deed is also subject to the electric lines traversing the subject property, as shown per survey dated January 2, 2007, by Thomas P. Dixon, R.P.L.S. No. 4324.

GRANTOR HAS EXECUTED AND DELIVERED THIS GENERAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS GENERAL WARRANTY DEED AND HAS PURCHASED THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL. WITHOUT LIMITATION ON THE FOREGOING, GRANTEE, BY ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL, OR GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION, ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LOTS USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (E) THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS OR TOXIC MATERIALS; (F) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) THE EFFECTIVENESS AND VALIDITY OF ANY REGULATORY PERMIT, LICENSE, OR APPROVAL; OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors,

administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

BUIE PROPERTIES, LTD.

By: [Signature]

Printed Name: DAVID M. BUIE

Title: GENERAL PARTNER

By: [Signature]

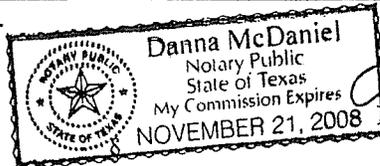
Dorys E. Boggus Buie, Limited Partner
by Larry O. Rasco, Court Appointed Guardian

Printed Name: LARRY O. RASCO

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS §
COUNTY OF Travis §

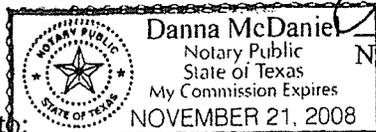
This instrument was acknowledged before me on the 29 day of June, 2007 by David M. Buie, for the consideration and in the capacity therein stated.



[Signature]
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on the 29 day of June, 2007 by Larry O. Rasco, Court Appointed Guardian for Dorys E. Boggus Buie, Limited Partner, for the consideration and in the capacity therein stated.



[Signature]
Notary Public - State of Texas

After recording return to:

NO. 11446-C

CITY OF SAN MARCOS, TEXAS	§	IN THE COUNTY COURT
VS.	§	AT LAW NUMBER 2
CRADDOCK AVENUE PARTNERS, LLC	§ § §	HAYS COUNTY, TEXAS

AGREED FINAL JUDGMENT OF CONDEMNATION

On May 1, 2008, the above matter was heard before Ronnie Beasley, David Esparza, and Don Rains, Special Commissioners and freeholders of Hays County, Texas, duly appointed by the Judge of the County Court at Law of Hays County, Texas, upon the application and petition of THE CITY OF SAN MARCOS, TEXAS, as Plaintiff, heretofore filed in this court, praying for the condemnation of certain parcels of land required for the public purpose of providing for the transportation needs of the citizens of the City and of persons traveling through the City, of the following Defendant: CRADDOCK AVENUE PARTNERS, LLC. Said land being condemned is located in Hays County, Texas, and is more particularly described in the field notes attached hereto and marked Exhibit "A", incorporated herein by reference for all purposes as if fully set out herein.

The Special Commissioners, having taken the oath required by law, set a place and time for hearing the parties herein, and having given notice, and the Defendants having been duly and properly served with notice of the time of the hearing and the place of meeting, or having accepted service by executing a Waiver of Service, all as required by law, and all parties having either appeared in person or by their attorneys, or having elected not to appear, those appearing having announced ready for trial, all matters involved in said condemnation were submitted to the Special Commissioners; and at the appointed time and place, the pleadings and evidence of

all parties concerned having been considered and heard by the Special Commissioners, and the parties having announced that they agreed, subject to approval of the City Council of Plaintiff, upon the amount of compensation to be awarded Defendant, the Commissioners made their award and filed the same on June 16, 2008, with this Court.

On this day, Plaintiff THE CITY OF SAN MARCOS, TEXAS, and Defendant CRADDOCK AVENUE PARTNERS, LLC, appeared in person and by their attorneys and announced that all matters in dispute had been resolved, that the City Council of Plaintiff approved the settlement, and asked the court to enter this Agreed Final Judgment of Condemnation. After hearing evidence and the argument of counsel, the court finds that all prerequisites have been duly satisfied, that the court has jurisdiction of this case, and that Plaintiff is entitled to condemn and Defendant should recover damages as set out below.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that Defendant CRADDOCK AVENUE PARTNERS, LLC, recover from Plaintiff THE CITY OF SAN MARCOS, TEXAS, the sum of THREE HUNDRED SEVENTY THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS (\$370,660.00), and that THE CITY OF SAN MARCOS, TEXAS, within twenty-one (21) days following the signing of this judgment by the Court, shall issue a check to Condemnees' counsel, Reynolds Shelton, payable to Barron & Adler, Trustee as Trustee for CRADDOCK AVENUE PARTNERS, LLC in the amount of THREE HUNDRED SEVENTY THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS (\$370,660.00). Said sum shall not bear interest if paid within the time provided above; but if not so timely paid, shall thereafter, beginning on the 22d day after the date of signing of this judgment, bear interest until paid at the rate for judgments in condemnation cases.

IT IS FURTHER THE JUDGMENT OF THIS COURT that Plaintiff, THE CITY OF SAN MARCOS, TEXAS have judgment against Defendant for fee simple title to that 18.1443 acres of land, referred to as Parcel 6, described in the attached Exhibit "A," including title to all improvements thereon, if any, for the public purpose of laying out, opening, constructing, reconstructing, maintaining and operating a highway, an extension of Wonder World Drive, to be known as F.M. Highway 3407, and the same is hereby divested out of the above-named Defendant in this cause, and said fee simple title is hereby vested in THE CITY OF SAN MARCOS, TEXAS.

IT IS FURTHER THE JUDGMENT OF THIS COURT that Plaintiff, THE CITY OF SAN MARCOS, TEXAS have judgment against Defendant for permanent easements and rights of way for said purpose on, over, under and across, two tracts of land, the first being that 0.1722 acre of land referred to as Parcel 6E Part 1, and the second tract being that 0.2499 acre of land referred to as Parcel 6E Part 2, said Parcels 6E Part 1 and Part 2 being described in the attached Exhibit "A," including title to all improvements thereon, if any, and such temporary construction easements, if any, as may be described in Exhibit "A" hereto, such temporary easements to be used and occupied only during construction, and upon completion of construction shall automatically revert to Defendant fee and clear of any right, title, or interest in Plaintiff; and the easements and rights of way, and temporary construction easements, if any, are hereby divested out of the above-named Defendant in this cause, and said easements and rights of way, and temporary easements, if any, are hereby vested in THE CITY OF SAN MARCOS, TEXAS.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Defendant shall not have access across the "Access Denial Line," as shown on Exhibit "A" hereto, to the highway facility from the remainder of Defendant's property.

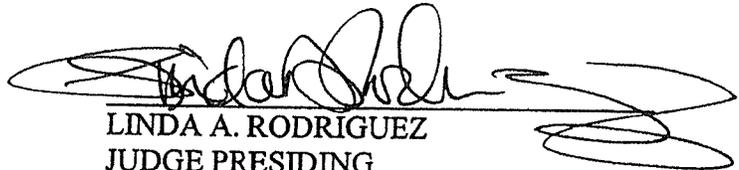
IT IS FURTHER THE JUDGMENT OF THIS COURT that there shall be reserved to Defendant: all groundwater rights, oil, gas and other minerals in, on and under said property, easements and rights-of-way, provided however, that Defendant shall not be permitted to drill, explore or operate for minerals on the surface of said properties but will be permitted to extract oil and other minerals from and under the property by directional drilling or other means so long as the use by Plaintiff and the public of the properties and easements for the public purpose aforesaid is not disturbed; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED that a Writ of Possession issue in favor of the Plaintiff, THE CITY OF SAN MARCOS, TEXAS.

IT IS FURTHER ORDERED that all costs of court incurred in this case be taxed against Plaintiff, which costs have been paid.

All relief not expressly granted herein is denied.

Signed this 25 day of June, 2008.

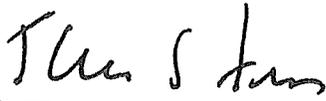


LINDA A. RODRIGUEZ
JUDGE PRESIDING
County Court at Law, No. 2
Hays County, Texas

APPROVED AS TO FORM AND CONTENT:

LAW OFFICE OF JAMES S. FROST
113 West Gonzales Street
Seguin, Texas 78155
830-303-0404
830-303-8584 (fax)

By:



JAMES S. FROST
State Bar No. 07489500
ATTORNEYS FOR PLAINTIFF

BARRON & ADLER, LLP
808 Nueces Street
Austin, Texas 78701
512-478-4995
512-478-6022 (facsimile)

By:



REYNOLDS M. SHELTON
State Bar Card No. 18209300
ATTORNEYS FOR DEFENDANT

EXHIBIT A

County: Hays
Parcel No.: 6
Highway: F.M. Hwy. 3407 (Wonder World Drive)
Project Limits: From: F.M. Hwy. 12
To: FM Hwy 2439
CSJ: 3379-01-010

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF 18.1443 ACRES OF LAND OUT OF JOHN WILLIAMS SURVEY, ABSTRACT 471, AND IN THE THOMAS CHAMBERS SURVEY, ABSTRACT 2, IN HAYS COUNTY, TEXAS, SAME BEING A PORTION OF THAT 232.1 ACRE TRACT DESCRIBED IN A DEED TO MILTON DANIEL BUIE PROPERTIES PARTNERSHIP, OF RECORD IN VOLUME 399, PAGE 326, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS; SAID 18.1443 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set at the point of beginning of an Access Denial Line, 100.00 feet left of Engineer's Centerline Station 80+28.71, having Texas State Plane (South Central Zone NAD83 (93) HARN) coordinates of N=13,874,023.27, E=2,291,809.54, being in the proposed northeast right-of-way (ROW) line of F.M. Hwy. 3407 (Wonder World Drive), same also being the north corner of this tract, same being in the northwest line of said Buie tract and in the southeast line of a tract described in a deed to Marion H. Wills (Tract A), of record in Volume 629, Page 186, Real Property Records, Hays County, Texas, from said point a 12" Elm tree in the northwest line of said Buie tract and the southeast line of said Wills tract bears N43°27'54"E 399.75 feet;

THENCE, with the northeast line of this tract, through the interior of said Buie tract, same being the proposed northeast ROW line of F.M. Hwy. 3407 (Wonder World Drive), the follow seven courses:

1. along said Access Denial Line S19°37'39"E 156.28 feet to a 1/2" iron rod with TxDOT aluminum cap set at 100.00 feet left of Engineer's Centerline Station 81+84.99;
2. along said Access Denial Line with an arc of a curve to the left 598.91 feet, through a central angle of 09°13'30", having a radius of 3719.72 feet, and whose chord bears

- S24°14'24"E 598.26 feet to a 1/2" iron rod with TxDOT aluminum cap set at 100.00 feet left of Engineer's Centerline Station 88+00.00;
3. along said Access Denial Line S38°22'34"E 98.33 feet to a 1/2" iron rod with a TxDOT aluminum cap set 115.00 feet left of Engineer's Centerline Station 89+00.00;
 4. along said Access Denial Line with an arc of a curve to the left 96.99 feet, through a central angle of 01°30'00", having a radius of 3704.72 feet, whose chord bears S31°06'09"E 96.99 feet to a 1/2" iron rod with a TxDOT aluminum cap set 115.00 feet left of Engineer's Centerline Station 90+00.00;
 5. along said Access Denial Line S23°49'45"E 98.33 feet to a 1/2" iron rod with a TxDOT aluminum cap set 100.00 feet left of Engineer's Centerline Station 91+00.00;
 6. along said Access Denial Line with an arc of a curve to the left 1448.89 feet, through a central angle of 22°19'04", having a radius of 3719.72 feet, and whose chord bears S44°30'41"E 1439.75 feet to a 1/2" iron rod with a TxDOT aluminum cap set 100.00 feet left of Engineer's Centerline Station 105+87.85; and
 7. along said Access Denial Line S55°40'13"E 1269.52 feet to a 1/2" iron rod with a TxDOT aluminum cap set at the end of said Access Denial Line, 100.00 feet left of Engineer's Centerline Station 118+57.37, same also being the east corner of this tract, same being in the southeast line of said Buie tract and in the north line of a tract described in a deed to C & G Development, Inc., in Volume 1360, Page 92, Official Public Records, Hays County, Texas, from said point a fence corner post found at an angle point in the southeast line of said Buie tract and in the north line of said C & G tract bears N57°49'15"E 316.34 feet;

THENCE, with the south line of this tract, same being the southeast line of said Buie tract and the north line of said C & G tract, the following three courses:

8. S57°49'15"W 154.49 feet to a fence corner post found at 41.69 feet right of Engineer's Centerline Station 117+95.79;
9. N54°11'44"W 95.74 feet to a fence corner post found at 39.22 feet right of Engineer's Centerline Station 117+00.09; and
10. S87°32'28"W 424.87 feet to a 1/2" iron rod with a TxDOT aluminum cap set at the point of beginning of an Access Denial Line, 293.66 feet right of Engineer's Centerline Station 113+59.83, being in the proposed southwest ROW line of F.M. Hwy. 3407 (Wonder World Drive), same also being the southwest corner of this tract, from said point a fence corner post found at the south corner of said Buie tract and at an angle point in the north line of said C & G tract bears S87°32'28"W 44.90 feet;

THENCE, with the southwest line of this tract, through the interior of said Buie tract, same being the proposed southwest ROW line of F.M. Hwy. 3407 (Wonder World Drive), the following four courses:

11. along said Access Denial Line $N34^{\circ}16'30''E$ 193.66 feet to a 1/2" iron rod with a TxDOT aluminum cap set 100.00 feet right of Engineer's Centerline Station 113+59.64;
12. along said Access Denial Line $N55^{\circ}40'13''W$ 771.79 feet to a 1/2" iron rod with a TxDOT aluminum cap set 100.00 feet right of Engineer's Centerline Station 105+87.85;
13. along said Access Denial Line with an arc of a curve to the right 1175.91 feet, through a central angle of $17^{\circ}11'19''$, having a radius of 3919.72 feet, whose chord bears $N47^{\circ}04'34''W$ 1171.50 feet to a 1/2" iron rod with a TxDOT aluminum cap set 100.00 feet right of Engineer's Centerline Station 94+41.94; and
14. along said Access Denial Line $S52^{\circ}13'12''W$ 57.77 feet to a 1/2" iron rod with a TxDOT aluminum cap set at the end of said Access Denial Line, 160.14 feet right of Engineer's Centerline Station 94+41.23, same being in the southwest line of said Buie tract and the northeast line of said C & G tract;

THENCE, continuing with the southwest line of this tract, same being the southwest line of said Buie tract and the northeast line of said C & G tract, the following three courses:

15. $N43^{\circ}21'10''W$ 159.46 feet to a 6" live oak tree found at 174.49 feet right of Engineer's Centerline Station 92+89.27;
16. $N36^{\circ}37'05''W$ 69.14 feet to a 10" live oak tree found at 175.61 feet right of Engineer's Centerline Station 92+23.17; and
17. $N34^{\circ}24'06''W$ 71.94 feet to a 1/2" iron rod with a TxDOT aluminum cap set at the point of beginning of an Access Denial Line, 175.25 feet right of Engineer's Centerline Station 91+54.39, same being in the proposed southwest ROW line of F.M. Hwy. 3407 (Wonder World Drive), from said point an elm stump found at an angle point in the southwest line of said Buie tract and in the northeast line of said C & G tract bears $N34^{\circ}24'06''W$ 94.37 feet;

THENCE, and continuing with the southwest line of this tract, through the interior of said Buie tract, same being the proposed southwest ROW line of F.M. Hwy. 3407 (Wonder World Drive), the following seven courses:

18. along said Access Denial Line $N55^{\circ}58'36''E$ 75.25 feet to a 1/2" iron rod with a TxDOT aluminum cap set at 100.00 feet right of Engineer's Centerline Station 91+54.57;
19. along said Access Denial Line with an arc of a curve to the right 466.48 feet, through a central angle of $06^{\circ}49'07''$, having a radius of 3919.72 feet, whose chord bears

- N30°45'43"W 466.20 feet to a 1/2" iron rod with a TxDOT aluminum cap set 100.00 feet right of Engineer's Centerline Station 87+00.00;
20. along said Access Denial Line N32°09'40"W 103.23 feet to a 1/2" iron rod with a TxDOT aluminum cap set at 110.00 feet right of Engineer's Centerline Station 186+00.00;
21. along said Access Denial Line with an arc of a curve to the right 102.88 feet, through a central angle of 01°30'00", having a radius of 3929.72 feet, whose chord bears N25°06'09"W 102.88 feet to a 1/2" iron rod with a TxDOT aluminum cap set 110.00 feet right of Engineer's Centerline Station 85+00.00;
22. along said Access Denial Line N18°02'39"W 103.23 feet to a 1/2" iron rod with a TxDOT aluminum cap set at 100.00 feet right of Engineer's Centerline Station 84+00.00;
23. along said Access Denial Line with an arc of a curve to the right 220.64 feet, through a central angle of 03°13'31", having a radius of 3919.72 feet, whose chord bears N21°14'24"W 220.61 feet to a 1/2" iron rod with a TxDOT aluminum cap set 100.00 feet right of Engineer's Centerline Station 81+84.99; and
24. along said Access Denial Line N19°37'40"W 54.78 feet to a 1/2" iron rod with a TxDOT aluminum cap set at the end of said Access Denial Line, 100.00 feet right of Engineer's Centerline Station 81+30.21, same also being in the west corner of this tract, and being in the northwest line of said Buie tract and in the southeast line of said Wills (Tract A), from said point a fence corner post found at the southwest corner of said Buie tract, same being an angle point in the southeast line of said Wills tract, and the north corner of said C & G tract, bears S43°27'54"W 399.33 feet;

25. THENCE, with the northwest line of this tract, same being the northwest line of said Buie tract and the southeast line of said Wills (Tract A) N43°27'54"E 224.28 feet to the POINT OF BEGINNING and containing 18.1443 acres of land within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD83(93). HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.000128.

SURVEYED BY:
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6 Austin, Texas 78731
(512) 451-8591



Judith J. McGray 9-6-2002
Judith J. McGray, Reg. Professional Land Surveyor No. 2093 Date

Note: There is a plat to accompany this description. De02061P6 Revised 8/22/06 JPM

LINE TABLE		
LINE	LENGTH	BEARING
L1	224.28	N43°27'54"E
L2	156.28	S19°37'39"E
L3	98.33	S38°22'34"E
L4	98.33	S23°49'45"E
L5	1269.52	S55°40'13"E
L6	154.49	S57°49'15"W
L7	95.74	N54°11'44"W
L8	424.87	S87°32'28"W
L9	193.66	N34°16'30"E
L10	771.79	N55°40'13"W
L11	57.77	S52°13'12"W
L12	159.46	N43°21'10"W
L13	69.14	N36°37'05"W
L14	75.25	N55°58'36"E
L15	103.23	N32°09'40"W
L16	103.23	N18°02'39"W
L17	54.78	N19°37'40"W
L18	316.34	N57°49'15"E
L19	71.94	N34°24'06"W
L20	94.37	N34°24'06"W

NOTES:

- 1) REMAINDER CALCULATED FROM DEEDS AVAILABLE AT THIS TIME.
- 2) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000128.
- 3) ACCESS WILL BE PROHIBITED ACROSS THE "ACCESS DENIAL LINE" TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO PROPOSED WONDER WORLD DRIVE.

LEGEND

- 1/2" IRON ROD WITH TXDOT ALUM. CAP SET
- ⊙ TREE SIZE & TYPE NOTED
- △ CALCULATED POINT
- FENCE POST
- ℓ PROPERTY LINE
- P.O.B POINT OF BEGINNING
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.O.R POINT OF REFERENCE
- RECORD INFORMATION
- (XXX) VOL. 399, PG. 326
- {XXX} VOL. 1360, PG. 92
- {XXX} VOL. 629, PG. 186
- ≡≡≡ ACCESS DENIAL LINE

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	598.91	3719.72	9°13'30"	300.10	S24°14'24"E	598.26
C2	96.99	3704.72	1°30'00"	48.50	S31°06'09"E	96.99
C3	1448.89	3719.72	22°19'04"	733.75	S44°30'41"E	1439.75
C4	1175.91	3919.72	17°11'19"	592.40	N47°04'34"W	1171.50
C5	466.48	3919.72	6°49'07"	233.51	N30°45'43"W	466.20
C6	102.88	3929.72	1°30'00"	51.44	N25°06'09"W	102.88
C7	220.64	3919.72	3°13'31"	110.35	N21°14'24"W	220.61

SURVEYED BY: McGRAY & McGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

Judith J. McGray
JUDITH J. McGRAY, REG. PROF. LAND SURVEYOR NO. 2093 DATE 9-6-2002
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION



McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 18.1443 AC. OUT OF THE JOHN WILLIAMS SURVEY ABST. 471 AND THE THOMAS JEFFERSON CHAMBERS SURVEY ABST. 2, BEING A PORTION OF A 232.1 AC. TRACT DESCRIBED IN A DEED TO MILTON DANIEL BUIE PROPERTY PARTNERSHIP, VOL. 399, PG. 326, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS

HAYS COUNTY
F.M. HWY 3407
WONDER WORLD DR.
PARCEL 6
PAGE 6 OF 6
SEPT. 8, 2002
CSJ 3379-01-010

EXHIBIT A

County: Hays
Parcel No.: 6E Part 1 and Part 2
Highway: F.M. Hwy. 3407 (Wonder World Drive)
Project Limits: From: F.M. Hwy. 12
To: FM Hwy 2439
CSJ: 3379-01-010

PROPERTY DESCRIPTION FOR PARCEL 6E PART 1 AND PART 2

DESCRIPTION OF TWO TRACTS OF LAND: PART 1 BEING 0.1722 OF ONE ACRE OF LAND OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT 471 IN HAYS COUNTY, TEXAS, SAME BEING A PORTION OF THAT 232.1 ACRE TRACT DESCRIBED IN A DEED TO MILTON DANIEL BUIE PROPERTIES PARTNERSHIP, OF RECORD IN VOLUME 399, PAGE 326, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS, AND PART 2 BEING 0.2499 OF ONE ACRE OF LAND OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT 471, IN HAYS COUNTY, TEXAS, SAME BEING A PORTION OF SAID 232.1 ACRE TRACT DESCRIBED IN SAID DEED TO MILTON DANIEL BUIE PROPERTIES PARTNERSHIP, OF RECORD IN VOLUME 399, PAGE 326, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS; SAID TWO TRACTS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1:

BEGINNING at a 1/2" iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set at 100.00 feet right of Engineer's Centerline Station 85+35.48, having Texas State Plane (South Central Zone NAD83 (93) HARN) coordinates of N=13,873,471.93, E=2,291,800.76, same being in the proposed southwest right-of-way (ROW) line of F.M. Hwy. 3407 (Wonder World Drive), same also being the north corner of this tract, from which point a 1/2" iron rod with TxDOT aluminum cap set at 100.00 feet right of Engineer's Centerline Station 81+30.21, same being in the northwest line of said Buie tract and in the southeast line of a tract described in a deed to Marion H. Wills (Tract A) of record in Volume 629, Page 186, Real Property Records, Hays County, Texas, bears, with the arc of a curve to the right 36.50 feet, through a central angle of 00°31'56", having a radius of 3929.72 and whose chord bears N24°37'07"W 36.50 feet, N18°02'39"W 103.23 feet, with an arc of a curve to the right 220.64 feet, through a central angle of 3°13'31", and having a radius of 3919.72 feet, and whose chord bears N21°14'24"W 220.61 feet, N19°37'40"W 54.78 feet, from said 1/2" iron rod with TxDOT aluminum cap set at station 81+30.21 a fence corner post found

at the west corner of said Buie Tract, same being an angle point in the southeast line of said Wills (Tract A), and being the north corner of a tract described in a deed to C & G Development, Inc., of record in Volume 1360, Page 92, Official Public Records, Hays County, Texas, bears $S43^{\circ}27'34''W$ 399.33 feet, from said 1/2" iron rod with TxDOT aluminum cap set at Engineer's Station 81+30.21 a 12" Elm tree found in the northwest line of said Buie tract and the southeast line of said Wills (Tract A), bears $N43^{\circ}27'54''E$ 624.03 feet;

1. THENCE, with the northeast line of this tract, through the interior of said Buie tract, same being the proposed southwest ROW line of F.M. Hwy. 3407 (Wonder World Drive), with an arc of a curve to the left 62.17 feet, through a central angle of $00^{\circ}54'23''$, having a radius of 3929.72, and whose chord bears $S25^{\circ}20'17''E$ 62.17 feet, to a 1/2" iron rod with TxDOT aluminum cap set at 110.00 feet right of Engineer's Centerline Station 85+95.91, same being the east corner of this tract;
2. THENCE, with the southeast line of this tract, through the interior of said Buie tract, $S28^{\circ}11'36''W$ 131.68 feet to a 1/2" iron rod with TxDOT aluminum cap set at 217.25 feet right of Engineer's Centerline Station 86+69.18 same being the south corner of this tract;
3. THENCE, with the southwest line of this tract, through the interior of said Buie tract, $N61^{\circ}48'26''W$ 50.00 feet to a 1/2" iron rod with TxDOT aluminum cap set at 246.08 feet right of Engineer's Centerline Station 86+30.66 same being the west corner of this tract;
4. THENCE, with the northwest line of this tract, through the interior of said Buie tract, $N28^{\circ}11'36''E$ 168.63 feet to the POINT OF BEGINNING and containing 0.1722 of one acre within these metes and bounds, more or less.

PART 2:

BEGINNING at a 1/2" iron rod with TxDOT aluminum cap set at 100.00 feet right of Engineer's Centerline Station 112+41.40, having Texas State Plane (South Central Zone NAD83 (93) HARN) coordinates of $N=13,871,520.04$, $E=2,293,694.79$, same being in the proposed southwest ROW line of F.M. Hwy. 3407 (Wonder World Drive), same also being the north corner of this tract, from said point a 1/2" iron rod with TxDOT aluminum cap set 293.66 feet right of Engineer's Centerline Station 113+59.83, same being in the southeast line of said Buie tract and in the north line of a tract described in a deed to C & G Development, Inc., of record in Volume 1360, Page 92, Official Public Records, Hays County, Texas, bears $S55^{\circ}40'13''E$ 118.24 feet, $S34^{\circ}16'30''W$ 193.66 feet, from said 1/2" iron rod found with TxDOT aluminum cap set at Engineer's Centerline Station 113+59.83 a fence corner post found at an angle point in the southeast line of said Buie Tract and the north line of said C & G tract bears $S87^{\circ}32'28''W$ 44.90 feet. from said 1/2" iron rod with TxDOT aluminum cap set at Engineer's

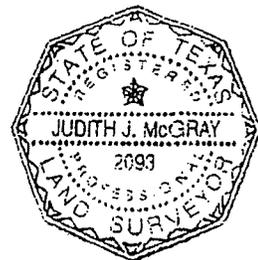
August 22, 2006

Centerline Station 113+59.83 a fence corner post found at an angle point in the southeast line of said Buie tract and the north line of said C & G tract bears N87°32'28"E 424.87 feet, S54°11'44"E 95.74 feet and N57°49'15"W 470.83 feet;

1. THENCE, with the northeast line of this tract, through the interior of said Buie tract, same being in the proposed southwest ROW line of F.M. Hwy. 3407 (Wonder World Drive), S55°40'13"E 80.41 feet at a 1/2" iron rod with TxDOT aluminum cap set at 100.00 feet right of Engineer's Centerline Station 113+21.81, same being the east corner of this tract;
2. THENCE, with the southeast line of this tract, through the interior of said Buie tract, S55°28'25"W 159.67 feet to a 1/2" iron rod with a TxDOT aluminum cap set 248.92 feet right of Engineer's Centerline Station 112+64.22, same being the south corner of this tract;
3. THENCE, with the southwest line of this tract, through the interior of said Buie tract, N34°31'35"W 75.00 feet to a 1/2" iron rod with a TxDOT aluminum cap set 221.87 feet right of Engineer's Centerline Station 111+94.27, same being the west corner of this tract;
4. THENCE, with the northwest line of this tract, through the interior of said Buie tract, N55°28'25"E 130.66 feet to the POINT OF BEGINNING and containing 0.2499 of one acre of land within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.000128.

SURVEYED BY:
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731
(512) 451-8591



Judith J. McGray 9-6-2002
Judith J. McGray, Reg. Professional Land Surveyor No. 2093 Date

Note: There is a plat to accompany this description. De02061P6E Part 1 and 2 Revised 8/22/06 JHM

GENERAL WARRANTY DEED

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

DATE:

October 14, 2009

GRANTOR:

CRADDOCK AVENUE PARTNERS, L.L.C.

**GRANTOR'S MAILING ADDRESS:
(INCLUDING COUNTY):**

C/O EDWARD R. COLEMAN
P. O. Box 50324
Austin, Travis County, Texas 78763

GRANTEE:

City of San Marcos

**GRANTEE'S MAILING ADDRESS
(INCLUDING COUNTY):**

630 East Hopkins Street
San Marcos, Hays, County, Texas 78666

CONSIDERATION:

TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Being a 2.981 acre tract or parcel of land situated in Hays County, Texas, being out of the T. J. Chambers League, Abstract No. 2, and a portion of that tract described as 232.1 acres in a Deed to Milton Daniel Buie Properties Partnership, recorded in Volume 399, Page 326 of the Hays County Deed Records, and being also a portion of a 0.87 acres in a Deed to Properties Partnership, Ltd, recorded in Volume 1723, Page 371 of the Hays County Official Public Records and said 2.981 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto;

RESERVATION FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This deed and conveyance is subject to all validly existing and recorded easements, rights-of-way and prescriptive rights, all presently recorded and validly existing instruments other than conveyances of the fee estate, that affect the Property; and the following:

a. Easement for electric transmission and/or distribution line to Texas Power and Light Company recorded in Volume 112, Page 304, Deed Records, Hays County, Texas;

b. Easement for electric transmission and/or distribution line to Texas Power and Light Company recorded in Volume 119, Page 443, Deed Records, Hays County, Texas;

c. Easement for telephone line to San Marcos Telephone Company recorded in Volume 342, Page 463, Deed Records, Hays County, Texas;

d. Terms, conditions and stipulations in the Agreement named Possession and Use Agreement for Transportation Purposes between City of San Marcos, Texas and Craddock Avenue Partners, L.L.C. recorded in Volume 3311, Page 842, Official Public Records, Hays County, Texas;

e. City of San Marcos Request for Out-of-City Utility Extension or Connection recorded in Volume 3732, Page 231, Official Public Records, Hays County, Texas.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Taxes for the current year have been prorated to the date hereof and are assumed by the Grantee.

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

CRADDOCK AVENUE PARTNERS, L.L.C.

By: Edward R. Coleman
Edward R. Coleman, Managing Member

THE STATE OF TEXAS §

§
COUNTY OF TRAVIS §

Hays Co

This instrument was acknowledged before me on the 14th day of Oct., 2009, by EDWARD R. COLEMAN, Managing Member of CRADDOCK AVENUE PARTNERS, L.L.C. in such capacity on behalf of said entity.

Diana Endsley
Notary Public - State of Texas

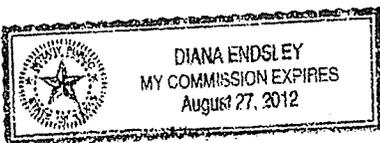


EXHIBIT "A"

COUNTY: HAYS
HIGHWAY: WONDER WORLD DRIVE
CCSJ: 3379-01-010

PARCEL 1
JUNE 12, 2009
Page 1 of 5

PARCEL 1
RIGHT-OF-WAY
DESCRIPTION

BEING A 2.981 ACRE TRACT OR PARCEL OF LAND SITUATED IN HAYS COUNTY TEXAS, BEING OUT OF T. J. CHAMBERS LEAGUE, ABSTRACT NO. 2, AND A PORTION OF THAT TRACT DESCRIBED AS 232.1 ACRES IN A DEED TO MILTON DANIEL BUIE PROPERTIES PARTNERSHIP, RECORDED IN VOLUME 399, PAGE 326 OF THE HAYS COUNTY DEED RECORDS, AND BEING ALSO A PORTION OF A 0.87 ACRES IN A DEED TO PROPERTIES PARTNERSHIP LTD, RECORDED IN VOLUME 1723, PAGE 371 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 6" cedar post found at an angle point in the south line of said 232.1 acres tract and in the north line of a 501.30 acre tract in a deed to C & G Development, Inc recorded in Volume 1360, Page 092 of the Hays County Official Public Records;

THENCE, N57°51'47"E along the common line of the south line of said 232.1 acres tract and the north line of said 501.30 acres tract, a distance of 152.37 feet to a 5/8 inch iron rod with a TXDOT Aluminum Cap set on the northeast proposed right-of-way line of Wonder World Drive, being located 100 feet left of the Center Line Station 118+57.20;

THENCE, N 57°51'47" E, along the said common line, a distance of 315.85 feet to a calculated point;

THENCE, continuous along the said common line S56°23'25" E, a distance of 410.72 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the northerly proposed south extension right-of-way line of Craddock Lane, located 39.00 feet left of the Center Line Station 19+02.46, and having Texas Coordinate System Surface Coordinates of No=13871278.581, Ea=2294925.619 (state plane coordinates, South Zone, NAD83 (93) HARN Adjustment, for the northwesterly corner of the tract described herein for the POINT OF BEGINNING;

1.) THENCE, N70°40'12"E, , a distance of 143.90 feet to a 1/2 inch rod with (SAVORY-4598) cap set in the northerly proposed south extension right-of-way line of Craddock Lane for an interior corner and the beginning of a curve to the left of the tract described herein;

2.) THENCE, along the said curve to the left an arc distance of 402.30 feet, having a radius of 916.00 feet though a central angle of 25°09'49", a chord bearing N58°09'28"E, a chord distance 399.07 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the northerly proposed south extension right-of-way line of Craddock Lane for an interior corner of the tract described herein;

3.) THENCE, N45°34'33"E, a distance of 176.40 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the northerly proposed south extension right-of-way line of Craddock Lane for an interior corner and the beginning of a curve to the left of the tract described herein;

COUNTY: HAYS
HIGHWAY: WONDER WORLD DRIVE
CCSJ: 3379-01-010

PARCEL 1
JUNE 12, 2009
Page 2 of 5

- 4.) **THENCE**, along the said curve to the left an arc distance of 217.16 feet, having a radius of 916.00 feet though a central angle of $13^{\circ}34'59''$, a chord bearing $N38^{\circ}47'04''E$, a chord distance 216.65 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the northerly proposed south extension right-of-way line of Craddock Lane for an interior corner of the tract described herein;
- 5.) **THENCE**, $N31^{\circ}59'34''E$, , a distance of 196.28 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the northerly proposed south extension right-of-way line of Craddock Lane for an interior corner and the beginning of a curve to the right of the tract described herein;
- 6.) **THENCE**, along the said curve to the right an arc distance of 343.19 feet, having a radius of 994.00 feet though a central angle of $19^{\circ}46'56''$, a chord bearing $N41^{\circ}53'02''E$, a chord distance 341.49 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the northerly proposed south extension right-of-way line of Craddock Lane for an interior corner of the tract described herein;
- 7.) **THENCE**, $N51^{\circ}46'30''E$, into said 0.87 acre tract, a distance of 155.58 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the northerly proposed south extension right-of-way line of Craddock Lane for an interior corner and the beginning of a curve to the left of the tract described herein;
- 8.) **THENCE**, along the said curve to the left an arc distance of 12.64 feet, having a radius of 461.00 feet though a central angle of $01^{\circ}34'16''$, a chord bearing $N50^{\circ}59'22''E$, a chord distance 12.64 feet to a 1/2 inch rod with (SAVORY-4598) cap set in Bishop Lane right-of-way line for an interior corner and the beginning of a curve to the right of the tract described herein;
- 9.) **THENCE**, along Bishop Lane right-of-way line of said curve to the right an arc distance of 21.09 feet, having a radius of 25.00 feet though a central angle of $48^{\circ}20'07''$, a chord bearing $S19^{\circ}57'13''W$, a chord distance 20.47 feet to a 1/2 inch rod with (SAVORY-4598) cap set in Bishop Lane right-of-way line for an interior corner of the tract described herein;
- 10.) **THENCE**, $S53^{\circ}45'18''E$, into said 232.1 acre tract a distance of 70.67 feet to a 1/2 inch rod with (SAVORY-4598) cap set in Bishop Lane right-of-way line for an interior corner and the beginning of a curve to the right of the tract described herein;
- 11.) **THENCE**, along the said curve to the right an arc distance of 10.10 feet, having a radius of 25.00 feet though a central angle of $23^{\circ}10'59''$, a chord bearing $N56^{\circ}02'00''E$, a chord distance 10.03 feet to a 1/2 inch rod with (SAVORY-4598) cap set in Bishop Lane right-of-way line for an interior corner and the beginning of a curve to the left of the tract described herein;
- 12.) **THENCE**, along the said curve to the left an arc distance of 24.18 feet, having a radius of 541.00 feet though a central angle of $02^{\circ}33'40''$, a chord bearing $S50^{\circ}29'40''W$, a chord distance 24.18 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the southerly proposed south extension right-of-way line of Craddock Lane for an interior corner of the tract described herein;
- 13.) **THENCE**, $S51^{\circ}46'30''W$, a distance of 155.58 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the southerly proposed south extension right-of-way line of Craddock Lane for an interior corner and the beginning of a curve to the left of the tract described herein;

COUNTY: HAYS
HIGHWAY: WONDER WORLD DRIVE
CCSJ: 3379-01-010

PARCEL 1
JUNE 12, 2009
Page 3 of 5

- 14.) **THENCE**, along the said curve to the left an arc distance of 315.57 feet, having a radius of 914.00 feet though a central angle of 19°46'56", a chord bearing S41°53'02"W, a chord distance 314.01 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the southerly proposed south extension right-of-way line of Craddock Lane for an interior corner of the tract described herein;
- 15.) **THENCE**, S31°59'34"W, a distance of 196.28 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the southerly proposed south extension right-of-way line of Craddock Lane for an interior corner and the beginning of a curve to the right of the tract described herein;
- 16.) **THENCE**, along the said curve to the right an arc distance of 236.12 feet, having a radius of 996.00 feet though a central angle of 13°34'59", a chord bearing S38°47'04"W, a chord distance 235.57 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the southerly proposed south extension right-of-way line of Craddock Lane for an interior corner of the tract described herein;
- 17.) **THENCE**, S45°34'33"W, a distance of 176.40 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the southerly proposed south extension right-of-way line of Craddock Lane for an interior corner and the beginning of a curve to the right of the tract described herein;
- 18.) **THENCE**, along the said curve to the right an arc distance of 437.43 feet, having a radius of 996.00 feet though a central angle of 25°09'49", a chord bearing S58°09'28"W, a chord distance 433.92 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the southerly proposed south extension right-of-way line of Craddock Lane for an interior corner of the tract described herein;
- 19.) **THENCE**, S70°44'22"W, a distance of 83.46 feet to a 1/2 inch rod with (SAVORY-4598) cap set on the southerly proposed south extension right-of-way line of Craddock Lane and the common of said 232.1 acres tract and said 501.30 acres tract for an interior corner of the tract described herein;
- 20.) **THENCE**, N56°23'25"W, a distance of 100.12 feet to the **POINT OF BEGINNING**, containing 2.981 acres of land area, more or less, within these metes and bounds.

A drawing has been prepared in connection with these fieldnotes; it is identified as Martinez Geospatial Corporation Drawing File No. CRADDOCK_PARCEL 1.DGN.

The Point of Beginning of this description is located by coordinates North=13,871,278.581 and East=2,294,925.619. These coordinates and the bearings shown hereon being based on the Texas Coordinate System, South Central Zone, with a horizontal datum of NAD83 (1993 HARN Adjustment). The coordinates shown are "Surface", and can be converted to "Grid" by multiplying them by a project CSF (combined scale factor) of 0.999872, and were obtained using GPS observations.

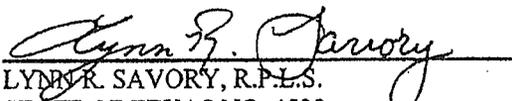
COUNTY: HAYS
HIGHWAY: WONDER WORLD DRIVE
CCSJ: 3379-01-010

PARCEL 1
JUNE 12, 2009
Page 4 of 5

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

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED
HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY
DIRECTION AND SUPERVISION.

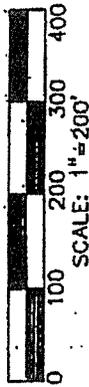
WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 12th DAY
OF JUNE, 2009


LYNN R. SAVORY, R.P.L.S.
STATE OF TEXAS NO. 4598
MARTINEZ GEOSPATIAL CORPORATION



LEGEND

- 1/2" IRON ROD SET W/CAP (SAVORY-4596)
- ⊙ 5/8" IRON ROD SET W/CAP (TADOT ALUM. CAP)
- ⊛ FENCE CORNER POST
- P.O.B. POINT OF BEGINNING
- H.C.O.P.R. HAYS COUNTY OFFICIAL PUBLIC RECORDS
- H.C.D.R. HAYS COUNTY DEED RECORDS



BUJE PROPERTIES, LTD.
VOL. 1723, PG. 371, H.C.O.P.R.
0.87 ACRE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	25°09'49"	402.30'	916.00'	N58°09'28"E	399.07'
C2	13°34'59"	217.16'	916.00'	N38°47'04"E	216.85'
C3	19°46'56"	343.19'	994.00'	N41°53'02"E	341.49'
C4	01°34'16"	12.64'	461.00'	N60°59'23"E	12.64'
C5	48°20'07"	21.09'	25.00'	S19°57'13"W	20.47'
C6	23°10'59"	10.10'	25.00'	N58°02'00"E	10.03'
C7	02°33'40"	24.18'	541.00'	S50°29'40"W	24.18'
C8	19°46'56"	315.67'	914.00'	S41°53'02"W	314.01'
C9	13°34'59"	236.12'	996.00'	S38°47'04"W	235.57'
C10	25°09'49"	437.43'	996.00'	S58°09'28"W	433.92'

R.O.W. ACQUISITION

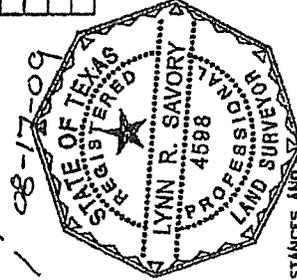
PARCEL 1
2,981 AC.

MILTON DANIEL BUJE PROPERTIES PARTNERSHIP
VOL. 989, PG. 326, H.C.D.R.
232.1 ACRES

P.O.B. STA. 19+02.46
SET 1/2 IR
N=13871278.581
E=2294925.619

WESTOVER ADDITION
VOL. 59, PG. 184
H.C.D.R.

NUM	BEARING	DISTANCE
L1	N70°40'12"E	143.90'
L2	N45°34'35"E	178.40'
L3	N31°59'34"E	196.28'
L4	N51°46'30"E	155.58'
L5	S53°45'18"E	70.67'
L6	S51°46'30"W	155.58'
L7	S31°59'34"W	196.28'
L8	S45°34'33"W	178.40'
L9	S70°44'22"W	83.46'
L10	N56°23'25"W	100.12'



8668 Research Blvd
Suite 305
Austin, TX 78756-6401
Tel: 512.323.0338
Fax: 512.323.0340
www.mzcorp.com

- NOTES:
- ALL BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83 (1993 adjustment), TEXAS SOUTH CENTRAL ZONE 4204. COORDINATES AND DISTANCES ARE U.S. SURVEY FEET.
 - ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999872

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LYNN R. SAVORY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS - NO. 4598

08/17/09
DATE OF SURVEY

DISTRICT	PARCEL	COUNTY
AUSTIN	PARCEL 1	HAYS
ROW 68J	PROJECT NAME	DATE OF SURVEY
3379-01-010	WONDER WORLD DRIVE	08-11-2007
ROW EASEMENT	JOB NO. 09060115	REVISION DATE
DGN NO.: CRADDOCK_PARCEL 1.dgn	SHEET NO.	06-12-2009
	Page 3 of 3	

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



70 2013 13028588

Instrument Number: 2013-13028588

As

Recorded On: August 21, 2013

OPR RECORDINGS

Parties: SAN MARCOS PROPERTIES III LP

Billable Pages: 5

To

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	32.00
Total Recording:	32.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-13028588
Receipt Number: 346270
Recorded Date/Time: August 21, 2013 03:24:04P
Book-Vol/Pg: BK-OPR VL-4728 PG-740
User / Station: A Herzog - Cashiering #3

Record and Return To:

PROMINENT TITLE LLC
3101 BEE CAVES RD STE. 300
AUSTIN TX 78746



State of Texas |
County of Hays

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

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk

Return
PROMINENT TITLE
3101 Bee Caves Suite 290
Austin, Texas 78746

Bk Vol Pg
13028588 OFR 4728 741

~~When Recorded Return To
Hand Arendall LLC
Attn: Jennifer L. Roselius, Esq.
P.O. Box 123
Mobile, AL 36601~~

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made and entered into as of the 21st day of August, 2013, by and among San Marcos Properties III, LP, d/b/a San Marcos III Properties, LP ("Purchaser") and Craddock Avenue Partners, LLC ("Craddock").

WHEREAS, on the date of this Declaration, Purchaser has purchased from Craddock a parcel of real estate located in the City of San Marcos, Hays County, Texas (the "City"), legally described on Exhibit A attached hereto (the "Purchaser Property") pursuant to that certain Purchase and Sale Agreement dated June 1, 2012, as amended, between Capstone Collegiate Communities, LLC ("Capstone") and Seller and assigned by Capstone to Purchaser (the "Purchase Agreement");

WHEREAS, Craddock owns certain parcels of real estate located in the City adjacent to one another and adjacent to the Purchaser Property, all of which are more particularly described on Exhibit B attached hereto (the "Craddock Property");

WHEREAS, Craddock and the City previously entered into a Development Agreement regarding the Buie Tract Property dated November 24, 2009 and recorded in Volume 3914, Page 871 of the Official Public Records of Hays County, Texas, (the "Original Agreement"), concerning certain real property located in the City of San Marcos, County of Hays, State of Texas as further described on Exhibit "A" to the Development Agreement (the "Overall Property"), as such Original Agreement was approved by the City pursuant to Resolution No. 2009-166R dated December 1, 2009 (the "Resolution") and as corrected by the Correction to Recorded Development Agreement dated October 26, 2012, recorded on November 7, 2012 in the Official Records as Document Number 1203224 (the "Correction");

WHEREAS, Craddock desires to assign certain rights and obligations under the Original Agreement concerning the Purchaser Property to Purchaser, and Craddock, Purchaser and the City have executed a Development Agreement Partial Assignment, Assumption and City Consent Agreement in connections with such assignment (the "Assignment"; the Original Agreement, Resolution, Correction and the Assignment collectively, the "Development Agreement"); and

WHEREAS, as a condition to effectiveness of such Assignment, Craddock and Purchaser are required to enter into this Declaration,

NOW, THEREFORE, Purchaser and Craddock hereby declare that, subject to the provisions hereof, the Purchaser Property and the Craddock Property (collectively, the "Property") shall be held, sold and conveyed by their respective owners subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with the Purchaser Property and the Craddock Property and be binding on all parties having any right, title or interest in the Purchaser Property or the Craddock Property or any part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner of the Purchaser Property or any of the Craddock Property or any portion thereof (each, an "Owner" and collectively, "Owners").

1. Compliance with Development Agreement and Concept Plat. Each Owner shall use and develop its portion of the Property in accordance with the Development Agreement and the amended Concept Plat for the Buie Tract Subdivision, San Marcos Texas, Project No. 10-002-12, prepared by Ramsey Engineering, LLC and approved by the City on June 25, 2013 as consent PC-10-14_01b (the "Concept Plat"). A copy of the Concept Plat is attached hereto as Exhibit C. Each Owner shall abide by all restrictions set forth in the Development Agreement, including but not limited to the use designations, parkland requirements, maximum density requirements, zoning and dwelling unit allocations set forth in the Development Agreement and shown on the Concept Plat. In the event of an inconsistency between the requirements or rights under the Development Agreement and the Concept Plat, the more restrictive provisions of the Concept Plat control. Any Owner may cause the Development Agreement or the Concept Plat, or portion thereof relating to the Property owned by such Owner, to be amended in the future, so long as such amendment does not materially modify any rights allocated to any portion of the Property that is not owned by the party or parties applying for the amendment or impose additional burdens (either financial or otherwise) on any portion of the Property that is not owned by the party or parties applying for the amendment.

2. Density Requirements. Purchaser shall not develop the Purchaser Property to a density exceeding 194 Units or a population density exceeding 899. Craddock shall not develop the Craddock Property to a density exceeding 71 Units or a population density exceeding 213.

3. Impervious Cover Requirements. Purchaser shall not construct or install more than 16.50 acres of impervious cover on the Purchaser Property. Craddock shall not construct or install more than 14.13 acres of impervious cover on the Craddock Property. Craddock may allocate the 14.13 acres of impervious cover among any separately developed parcels of the Craddock Property in whatever manner Craddock desires, so long as such allocation is in compliance with the Development Agreement and the maximum impervious cover permitted on each parcel under the Concept Plat.

4. Development of Craddock Property. Craddock shall not develop, construct or operate any multi-family dwelling units that are designed to be leased or rented by the bedroom on the Craddock Property, and Craddock shall not advertise or market any multi-family dwelling units as available for lease or rent by the bedroom. Craddock not develop or construct any

building exceeding one story on the portion of the Craddock Property designated as "Lot 2, Block A" on the Concept Plat.

5. Shuttle Service for Purchaser Property.

(a) Purchaser, through a contract vendor selected and hired by Purchaser, shall provide shuttle service to transport residents of the Purchaser Property using a 26 passenger bus van, or its equivalent, between the Purchaser Property and Texas State University – San Marcos (the "University") on a route every thirty (30) minutes from the Purchaser Property to the University, from 7 a.m. to 6 p.m. Monday through Friday during the Service Period, with one or more breaks in the day, not to exceed 90 minutes total (the "Shuttle Service"). "Service Period" means the first day of each fall semester and ending on the last day of the spring semester, up to and including the last day of exams, when classes are in session and during exams (as determined by Purchaser). The Service Period does not include any dates on which University classes and/or exams are not in session, weekends, or any portion of the summer term.

(b) Notwithstanding the requirements of Section 5(a), Purchaser may, but is not obligated to, provide expanded Shuttle Service using a larger vehicle, additional routes or expanded hours.

(c) If and when the University provides shuttle service between the University and the Purchaser Property, Purchaser's obligation to provide the Shuttle Service shall terminate in all respects; however, Purchaser, in its sole and absolute discretion, may elect to continue to provide the Shuttle Service instead of contracting with the University to provide such service.

(d) If any contract between Purchaser and a contract vendor provides lesser service than is required by Section 5(a), either by the use of a smaller vehicle, fewer routes, or reduced hours, than such contract must be approved in writing by the City, such consent not to be unreasonably withheld or delayed. Any contract that provides shuttle service in accordance with Section 5(a), or greater service, does not require approval by the City. Any contract for shuttle service between Purchaser and the University, regardless of the service provided, satisfies the requirement of Section 5(c).

(e) If and when the Purchaser Property is not used primarily for student housing, Purchaser's obligations under this Section 5 shall terminate in all respects. The following circumstances shall be conclusive evidence that the Purchaser Property is no longer used primarily for student housing: (i) students enrolled in post-secondary educational institutions comprise less than 50% of the tenants or occupants of any multifamily residential complex constructed on the Purchaser Property, or (ii) there is no longer a multifamily residential complex located on the Purchaser Property.

6. Estoppel Certificate. Craddock and Purchaser each hereby agree that upon written request from time to time by any other party, it will issue to a prospective mortgagee of the other party or to a prospective successor owner of all or any portion of any other party's property an estoppel certificate containing such information as may be reasonably required with regard to the

status of this Declaration and the performance by the parties of any and all of their duties and obligations hereunder.

7. Binding Effect. The terms of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns which become owners of either the Purchaser Property or the Craddock Property, or any portion thereof.

8. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Texas.

9. Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the parties but all of which taken together shall constitute a single instrument.

[rest of the page left blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year first written above.

SAN MARCOS PROPERTIES III, LP, d/b/a
SAN MARCOS III PROPERTIES, LP

CRADDOCK AVENUE PARTNERS, LLC

By: CCC General Partner, LLC, d/b/a
Capstone General Partner, LLC

By: *Edward R. Coleman*
Name Edward R. Coleman, Member / Managing Member
As Its Craddock Avenue Partners, LLC

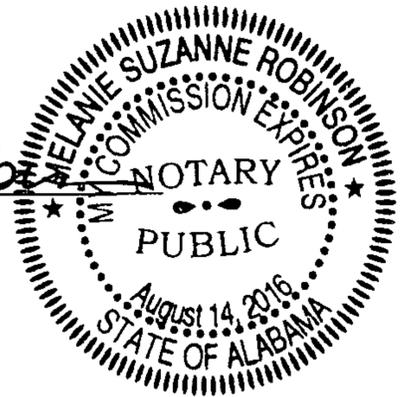
By: Capstone Collegiate Communities, LLC,
as its sole member

By: *Rob Howland*
Rob Howland
As Its Authorized Member

The State of Alabama §
§
County of Jefferson §

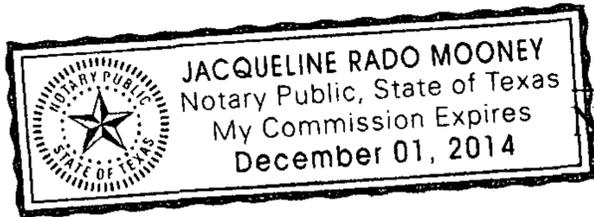
This instrument was acknowledged before me on August 20, 2013, by Rob Howland, acting in his capacity as Authorized Member of Capstone Collegiate Communities, LLC, acting in its capacity as the sole member of CCC General Partner, LLC, d/b/a Capstone General Partner, LLC, acting in its capacity as the General Partner of San Marcos Properties III, LP, d/b/a San Marcos III Properties, LP, in such capacity on behalf of said limited partnership.

Melanie Suzanne Robinson
Notary Public, State of Alabama



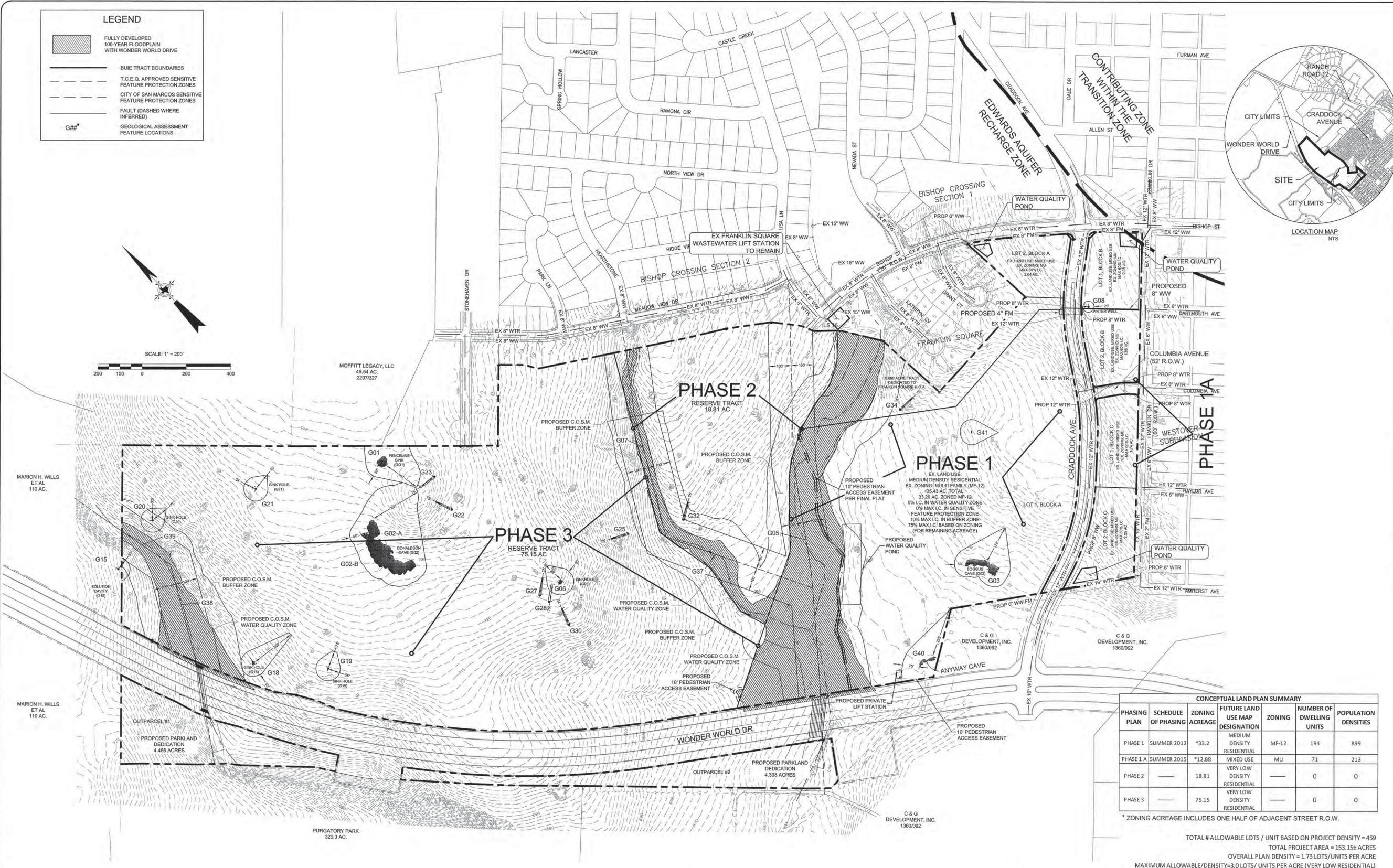
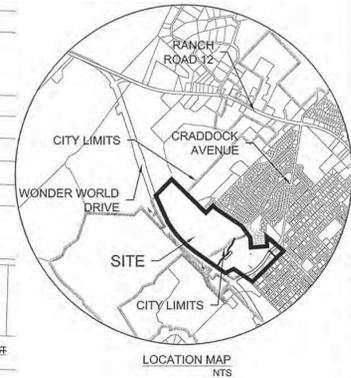
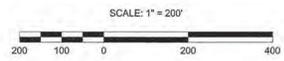
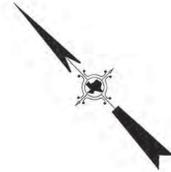
The State of Texas §
§
County of Hays §

This instrument was acknowledged before me on August 21, 2013 by *Edward R. Coleman*, the *managing member* of Craddock Avenue Partners, LLC, in such capacity on behalf of said limited liability company.



[Signature]
Notary Public, State of Texas

LEGEND	
	FULLY DEVELOPED 100-YEAR FLOODPLAIN WITH WONDER WORLD DRIVE
	BUIE TRACT BOUNDARIES
	T.C.E.O. APPROVED SENSITIVE FEATURE PROTECTION ZONES
	CITY OF SAN MARCOS SENSITIVE FEATURE PROTECTION ZONES
	FAULT (DASHED WHERE INFERRED)
	GEOLOGICAL ASSESSMENT FEATURE LOCATIONS



CONCEPTUAL LAND PLAN SUMMARY						
PHASING PLAN	SCHEDULE OF PHASING	ZONING ACREAGE	FUTURE LAND USE MAP DESIGNATION	ZONING	NUMBER OF DWELLING UNITS	POPULATION DENSITIES
PHASE 1	SUMMER 2013	*33.2	MEDIUM DENSITY RESIDENTIAL	MF-12	194	899
PHASE 1 A	SUMMER 2015	*12.88	MIXED USE	MU	71	213
PHASE 2	—	18.81	VERY LOW DENSITY RESIDENTIAL	—	0	0
PHASE 3	—	75.15	VERY LOW DENSITY RESIDENTIAL	—	0	0

* ZONING ACREAGE INCLUDES ONE HALF OF ADJACENT STREET R.O.W.

TOTAL # ALLOWABLE LOTS / UNIT BASED ON PROJECT DENSITY = 459
 TOTAL PROJECT AREA = 153.15± ACRES
 OVERALL PLAN DENSITY = 1.73 LOTS/UNITS PER ACRE
 MAXIMUM ALLOWABLE/DENSITY=3.0 LOTS/ UNITS PER ACRE (VERY LOW RESIDENTIAL)

PARKLAND DEDICATION		
REQUIRED	PROPOSED	
		5.56 ACRES
		OUTPARCEL #1 & #2 8.80 ACRES

- NOTES
1. WATERSHED PROTECTION PLAN PHASE 1 AND 2 APPROVED.
 2. STORM WATER DETENTION WAIVER APPROVED WITH WATERSHED PROTECTION PLAN PHASE 1.
 3. RESOLUTION #2009-166R WAS APPROVED FOR THE SITE ON DECEMBER 2009.
 4. DEVELOPMENT AGREEMENT PARTIAL ASSIGNMENT APPROVED BY CITY COUNCIL ON 6/18/13.

PHASES 2 AND 3 TO BE DONATED TO CITY AS PARKLAND. PARKLAND CONVEYANCE TO OCCUR AT THE SAME TIME OF THE PHASE 1 SECTION 1 FINAL PLAT RECORDATION AND THE DEVELOPMENT AGREEMENT PARTIAL ASSIGNMENT RECORDATION.

Approved without conditions
 by the Planning and Zoning Commission
 June 25, 2013

Ramsey Engineering, LLC
 Civil Engineering • Consulting
 TBE Firm No. F-12806
RAMSEY ENGINEERING
 3206 Yellowpine Terrace
 Austin, Texas 78757
 Cell: 512-650-6800
 skramsey53@att.net



SR	REVISIONS	RECORD
1	6/19/13 AMENDMENT PER CITY COUNCIL APPROVED DEVELOPMENT AGREEMENT PARTIAL ASSIGNMENT	

PROJECT TITLE
**BUIE TRACT SUBDIVISION
 SAN MARCOS, TX**

SHEET TITLE
CONCEPT PLAN

PROJECT No.
 10-002-12

SHEET No.
 1 OF 1

S:\Projects_10419-RE-Buie Tract - Preliminary Conceptual Land Plan\0419-001-10 Buie Tract - Preliminary Conceptual Land Plan\0419-001-10-CONCEPT-PLAN-CURRENT.dwg, Layout: "COSM-BUF-ZONE", Wed, Jun 19, 2013, 4:14pm, by jimmyk



Conditional Use Permit Application Checklist: *GENERAL*

Provided by applicant as of date of submittal		By staff as of date of completeness review	
Comp leted	Required Item	Staff Verifi cation	Staff Comments
<input checked="" type="checkbox"/>	A pre-application conference with staff is recommended	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	A completed application for Conditional Use Permit 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"/>	Authorization to represent the property owner, if applicant is not the owner	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Application Fee \$609	<input type="checkbox"/>	
<input type="checkbox"/>	Renewal Fee \$305	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Technology Fee \$11		
Any of the following pieces of information as requested by the Planning 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:  Date: 4/5/16

Printed Name: Guy Dudley

Engineer Surveyor Architect/Planner Owner Agent: _____

Land Development Code: Conditional Use Permit

Purpose, Applicability, Exceptions and Effect

Purpose. The purpose of a Conditional Use Permit is to allow the establishment of uses which may be suitable only in certain locations in a zoning district or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are those uses which are generally compatible with the permitted land uses in a given zoning district, but which require individual review of their proposed location, design and configuration, and the imposition of conditions in order to ensure the appropriateness of the use at a particular location within a given zoning district. Only those uses enumerated as conditional uses in a particular zoning district, or those nonconforming uses which are damaged or destroyed, and which are permitted to be reestablished under this Land Development Code, shall be authorized as conditional uses.

Effect. Approval of a Conditional Use Permit authorizes the use or development of the property in accordance with the conditions of the permit. Approval of a Conditional Use Permit shall be deemed to authorize only the particular use for which the permit is issued and shall apply only to the property for which the permit is issued (i.e., it is not personal to the applicant), except for uses authorized under Section 4.3.4.2 or Section 4.3.4.3 of this Code. No conditionally permitted use shall be enlarged, extended, increased in intensity or relocated unless an application is made for a new Conditional Use Permit in accordance with the procedures set forth in this section. Initiation or development of the use shall not be authorized until the applicant has secured all the permits and approvals required by this Land Development Code.

Processing of Application and Decision

Hearing and Notification. The Director shall schedule a public hearing before the Planning and Zoning Commission on the application for a Conditional Use Permit, and shall cause personal notice to be given in accordance with the LDC.

Commission Decision. The Planning and Zoning Commission shall be the initial decision maker, subject to appeal to the City Council, on whether to approve, approve with conditions or modifications, or deny the permit. The Planning and Zoning Commission may also recommend whether any requested variations from the standards in the zoning district regulations should be granted by the Zoning Board of Adjustments.

Criteria for Approval

Factors. When considering an application for a Conditional Use Permit, the Planning and Zoning Commission shall evaluate the impact of the proposed conditional use on and its compatibility with surrounding properties and residential areas to ensure the appropriateness of the use at the particular location, and shall consider the extent to which:

- (1) The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan;
- (2) The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
- (3) The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;

(4) The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood;

(5) The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;

(6) The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties; and

(7) The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

Conditions. The Planning and Zoning Commission may require such modifications in the proposed use and attach such conditions to the Conditional Use Permit as the Planning and Zoning Commission deems necessary to mitigate adverse effects of the proposed use and to carry out the spirit and intent of this section. Conditions and modifications may include but are not limited to limitation of building size or height, increased open space, limitations on impervious surfaces, enhanced loading and parking requirements, additional landscaping, curbing, sidewalk, vehicular access and parking improvements, placement or orientation of buildings and entryways, buffer yards, landscaping and screening, signage restrictions and design, maintenance of buildings and outdoor areas, duration of the permit and hours of operation.

Expiration and Revocation

Time of Expiration. A Conditional Use Permit shall expire if:

(1) A building permit, if any, for the use has not been approved within one year of the date of approval of the permit;

(2) The building permit subsequently expires;

(3) The use has been discontinued for a period exceeding six months; or

(4) A termination date attached to the permit has passed.

Revocation. The Planning and Zoning Commission may revoke any Conditional Use Permit that is in violation of any condition imposed on the use in accordance with the procedures of Article 3, Division 7 of this Chapter 1.

Appeals

The applicant or other interested person may appeal the decision of the Planning and Zoning Commission to grant or deny a permit to the City Council in accordance with Article 10, Division 1, of this Chapter 1. The Council shall apply the criteria in Section 1.5.7.5 in deciding whether the Commission's action should be upheld, modified or reversed. A three-fourths vote of all of the members of the City Council shall be necessary to reverse a decision of the Planning and Zoning Commission to deny a permit.

April 19, 2016

Development Services-Planning
630 East Hopkins
San Marcos, Texas 78666

RE: Written Comments on the CUP-16-11 (Buie Tract Phase 1 Mixed Use Tract)

Dear San Marcos Planning and Zoning Commission:

I'm in receipt your recent notice and am writing to give you my 2 cents on the above. I realize that money talks and everyone else walks as was evident with the development that has already taken place on Craddock with the abundance of student housing – so I have no doubt that this request by Stone Development Group, Inc. will be approved.

As a resident and property owner within 200 ft. of the proposed project, I would like to request that the San Marcos Planning and Zoning Commission require sound barriers/buffers between the homes in the Franklin Square Subdivision and the development, much like was done for the residents during the last development nearby. And make sure that the parking lots and other developments don't create drainage or other issues for the residents in this subdivision.

Thanks for hearing my 2 cents.

Regards,

A handwritten signature in black ink that reads "Peyton B. Sparks, II". The signature is written in a cursive style with a large initial "P" and a stylized "S".

Peyton B. Sparks, II
109 Grant Court
San Marcos, Texas 78666



Legislation Text

File #: PC-15-36_03, **Version:** 1

AGENDA CAPTION:

PC-15-36_03 (Coachman Replat) Hold a public hearing and consider a request by Byrn and Associates, Inc. on behalf of Kutscher Holdings, LP, for approval of a replat of 16.58 acres, more or less, being Lot 1, Block 1 Coachman Subdivision, establishing Lots 1-A, 1-B, 1-C, 1-D, 1-E, and 1-F, Coachman Subdivision, Hays County, Texas. (A.Villalobos)

Meeting date: April 26, 2016

Department: Planning and 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

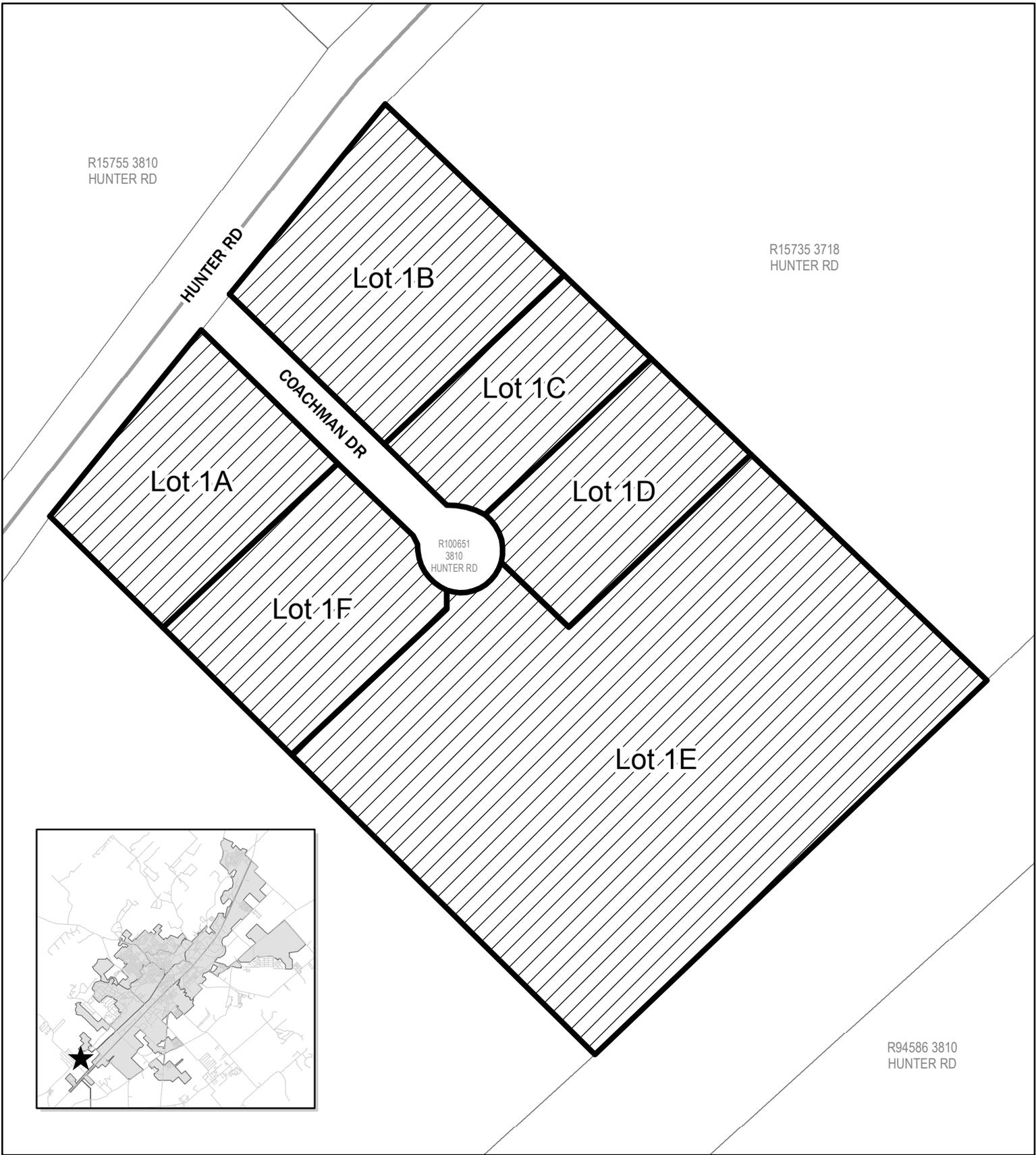
COMPREHENSIVE PLAN ELEMENT(s): n/a

BACKGROUND:

The subject property was originally platted as one lot in 2009. The purpose of this replat is to create 6 legally platted lots for development. In conjunction with the plat, Public Improvement Construction Plans have been approved for the construction of Coachman Drive and the extension of water service down Coachman Drive. An Out of City Utility Extension (OCUE) for water service has been approved by City Council. The property is located within the San Marcos Extraterritorial Jurisdiction, and the replat meets Hays County requirements. Since the applicant intends to record the plat prior to the completion of the public improvements, a Subdivision Improvement Agreement will be executed.

Staff has reviewed the request and determined that the Subdivision Improvement Agreement meets the criteria of Section 1.6.6.3 and the replat meets the requirements of Section 1.6.8.2 of the Land Development Code.

Staff recommends **approval of the replat with the condition that the fiscal surety for the improvements be accepted by the Hays County Commissioners Court.**

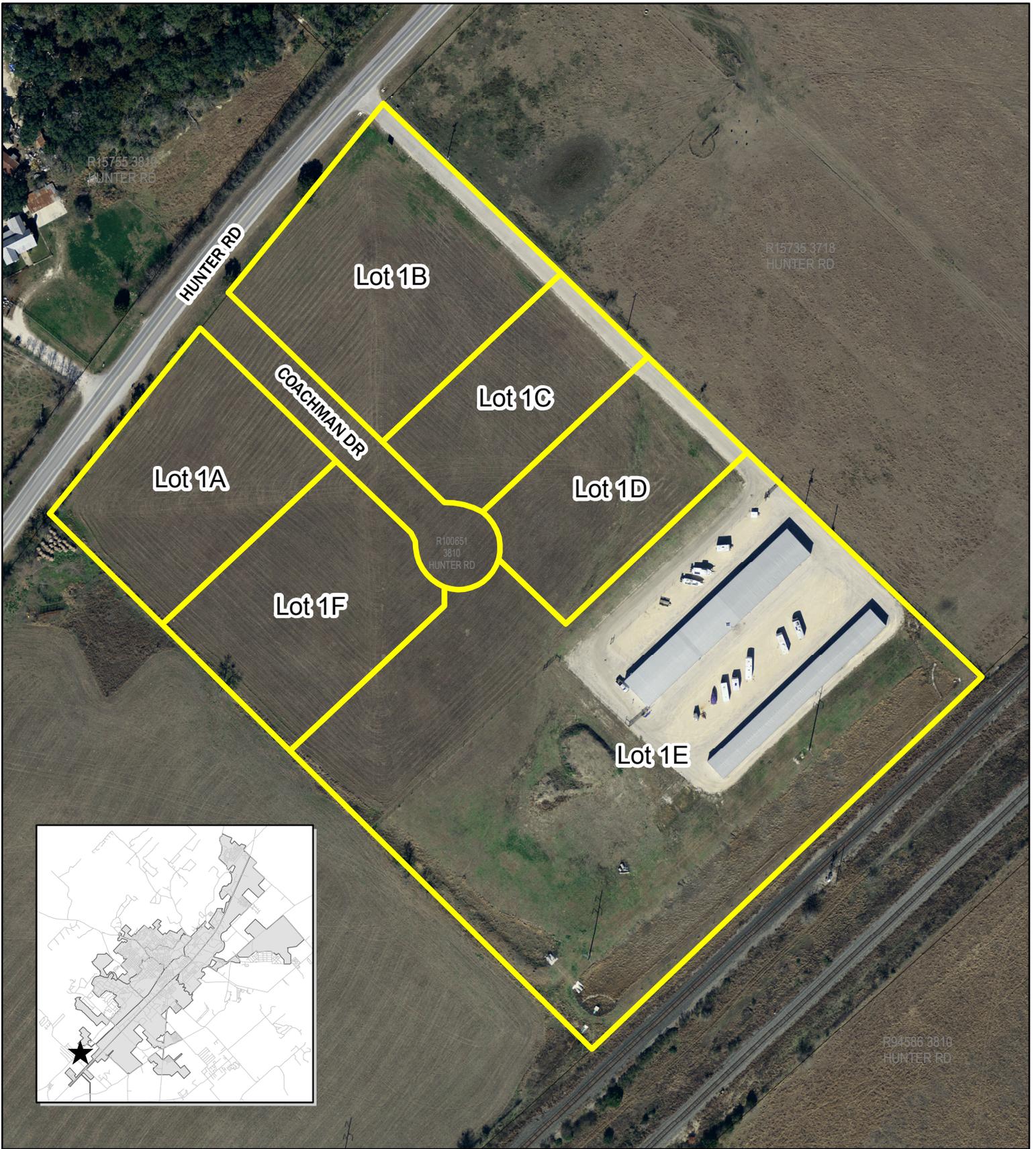


PC-15-36_03
Replat
Coachman Subdivision
Map Date: 4/14/2016

 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.

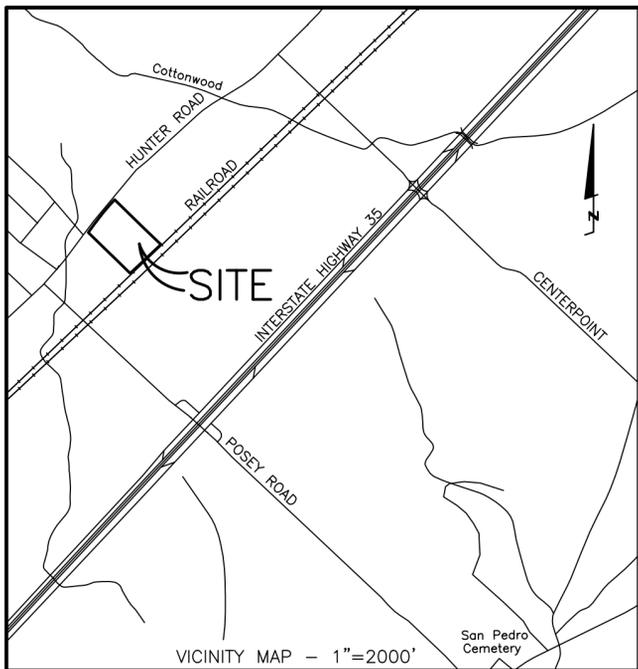


PC-15-36_03
Replat
Coachman Subdivision
Map Date: 4/14/2016

 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.



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	87.91'	3769.72'	1°20'10"	N 36°53'20" E	87.91'
C2	25.25'	15.00'	96°26'46"	N 85°47'16" E	22.37'
C3	90.82'	3769.72'	1°22'49"	N 38°14'50" E	90.82'
C4	22.23'	15.00'	84°55'31"	S 03°31'31" E	20.25'
C5	300.59'	3769.72'	4°34'07"	N 41°13'18" E	300.51'
C6	13.09'	15.00'	49°59'41"	N 70°59'10" E	12.68'
C7	40.62'	55.00'	42°18'43"	N 74°49'39" W	39.70'
C8	67.82'	55.00'	70°38'50"	N 18°20'53" E	63.60'
C9	87.50'	55.00'	91°09'06"	N 62°33'05" W	78.56'
C10	72.84'	55.00'	75°52'44"	S 33°56'00" E	67.63'
C11	13.09'	15.00'	49°59'41"	S 20°59'29" E	12.68'

GENERAL NOTES

1. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0478F, DATED SEPTEMBER 2, 2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
2. THIS SUBDIVISION LIES WITHIN THE SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
3. THIS TRACT LIES WITHIN HAYS COUNTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.
4. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED BY THIS PLAT ON EACH SIDE OF ALL LOT LINES.
5. SIDEWALKS ARE REQUIRED ALONG ALL LOT FRONTAGES AT THE TIME OF DEVELOPMENT.
6. ESD - SOUTH HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 3.
7. NO LOTS IN THIS SUBDIVISION WILL HAVE ACCESS TO F.M. 2439. THE EXISTING DRIVEWAY ON THE EAST BOUNDARY IS FOR EMERGENCY ACCESS ONLY AND WILL HAVE A LOCKED GATE.
8. COACHMAN DRIVE TO BE MAINTAINED BY HAYS COUNTY.

STATE OF TEXAS*
COUNTY OF HAYS*

WE, KUTSCHER HOLDINGS, LP ACTING BY AND THROUGH CHARLES R. KUTSCHER, THE OWNER OF THIS TRACT AS CONVEYED TO IT BY DEED RECORDED IN VOLUME 4527, PAGE 161 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND KNOWN AS LOT 1, BLOCK 1, COACHMAN SUBDIVISION AS RECORDED IN VOLUME 15, PAGE 184 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY RESUBDIVIDE THIS PROPERTY TO BE KNOWN AS THE RESUBDIVISION OF LOT 1, BLOCK 1, COACHMAN SUBDIVISION AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN ON THIS PLAT.

KUTSCHER HOLDINGS, LP

BY:
CHARLES KUTSCHER, GENERAL PARTNER
4226 OAK STREET
SAN MARCOS, TEXAS 78666

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 _____ OWNER, 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 _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

APPROVED BY THE CITY OF SAN MARCOS PLANNING & ZONING COMMISSION ON _____ OF _____, 2016.

JIM GARBER, CHAIRMAN _____ DATE _____
PLANNING AND ZONING COMMISSION

SHANNON MATTINGLY, AICP _____ DATE _____
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES

FRANCIS SERNA _____ DATE _____
RECORDING SECRETARY

CIP AND ENGINEERING _____ DATE _____

STATE OF TEXAS *
COUNTY OF HAYS *

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____

DAY OF _____, 20____ AT ____ O'CLOCK

____M., AND RECORDED ON THE _____ DAY OF

____, 20____ AT ____ O'CLOCK ____M., IN

THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____, AT

PAGE _____.

LIZ GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

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

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 GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, R.S., CFM
FLOODPLAIN ADMINISTRATOR

JAMES C. GARZA, DIRECTOR
HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DAVID C. WILLIAMSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID C. WILLIAMSON, R.P.L.S. NO. 4190

RESUBDIVISION PLAT OF LOT 1, BLOCK 1 COACHMAN SUBDIVISION

BEING 16.58 ACRES, MORE OR LESS, IN THE J. R. KING SURVEY, ABSTRACT NO. 270, HAYS COUNTY, TEXAS

OWNER:
KUTSCHER HOLDINGS, LP
4226 OAK STREET
SAN MARCOS, TEXAS 78666

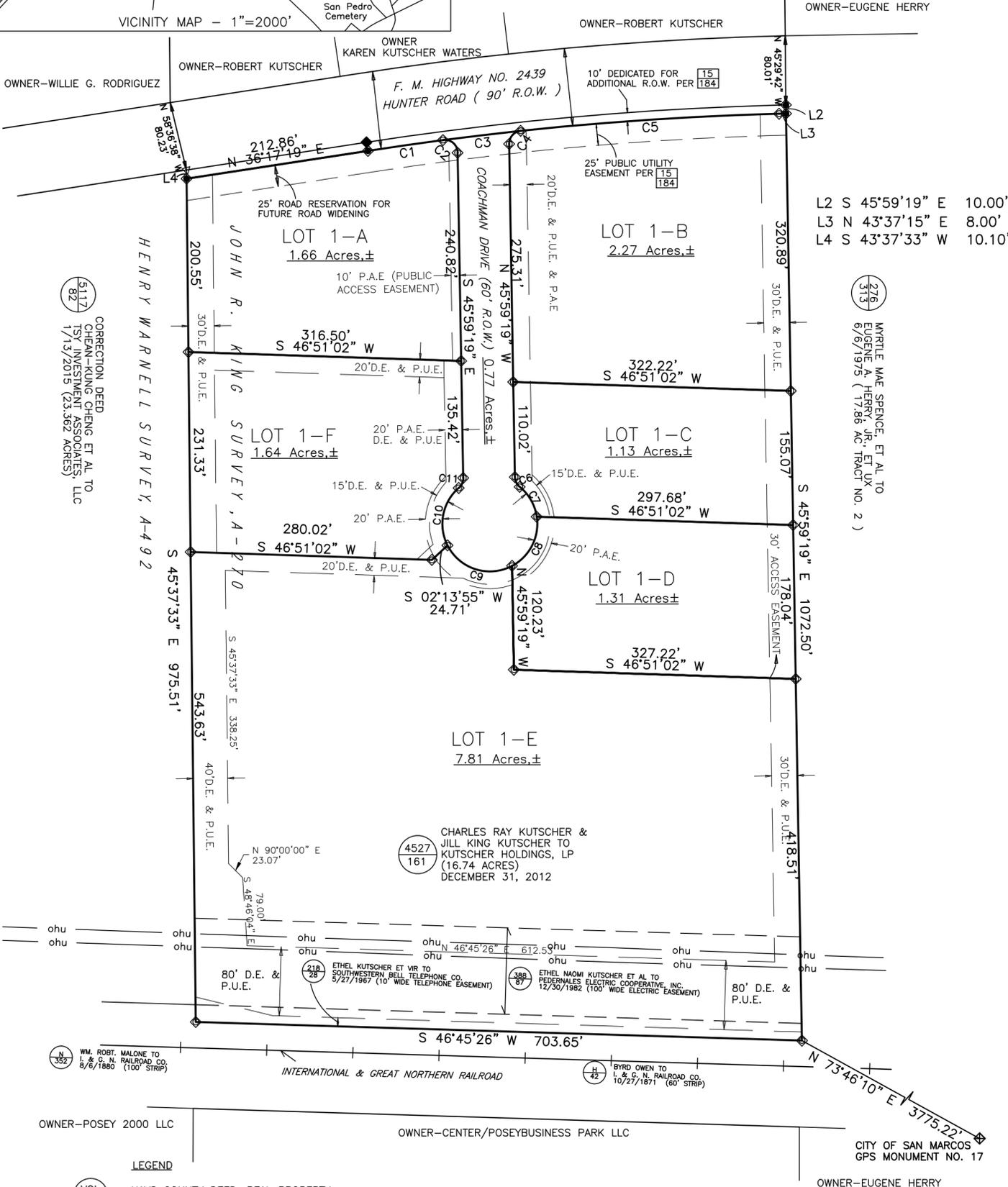
DATE: NOVEMBER 1, 2015

SCALE: 1" = 100'

BYRN & ASSOCIATES, INC.

ENGINEERS SURVEYORS

P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945



LEGEND

- (VOL PG) HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- (VOL PG) HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- ▲ FENCE POST
- CONCRETE MONUMENT FOUND
- x — WIRE FENCE
- ohu — UTILITY LINE, POLE AND GUY
- DE DRAINAGE EASEMENT

SURVEYORS NOTES

1. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
2. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

UTILITY PROVIDERS

- WATER - CITY OF SAN MARCOS
- WASTEWATER - INDIVIDUAL ON-SITE SEWAGE FACILITIES
- ELECTRIC - PEDERNALES ELECTRIC COOPERATIVE
- TELEPHONE - CENTURYTEL

LOT SIZE NOTE

- TOTAL NUMBER OF LOTS = 6
- AVERAGE SIZE OF LOT = 2.64 ACRES
- LOTS 10 ACRES OR LARGER = 0
- LOTS LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES = 1
- LOTS LARGER THAN 2.0 ACRES AND SMALLER THAN 5.00 ACRES = 1
- LOTS LARGER THAN 1.0 ACRE AND SMALLER THAN 2.0 ACRES = 4
- LOTS SMALLER THAN 1.0 ACRE = 0

City of San Marcos
Subdivision Improvement Agreement

Subdivision Name: Coachman
Developer Name: Kutscher Holdings L.P.
Developer Address: 4226 Oak St
San Marcos Tx 78666

Planning Dept. Case No.: PC-15-36-03

Recitals:

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

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

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

Agreement:

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

1. **Recitals Incorporated.** The Recitals are incorporated in this Agreement for all purposes.
2. **Parties.** The parties to this Agreement are the Developer and the City of San Marcos.
3. **Effective Date.** This Agreement is effective on the date the Developer signs it (the "Effective Date").
4. **Construction of Improvements.** The Developer agrees to construct and install, at the Developer's expense, all of the Public Improvements in compliance with applicable City ordinances, standards, and regulations, and in accordance with the construction plans and specifications approved by the City.
5. **Security for Completion of Improvements.** The Developer agrees to provide and continuously maintain security (the "Security") for the completion of the Public Improvements in accordance with Section 1.6.6.4 of the LDC. The Security must be in the amount of 125% of the cost estimate for the Public Improvements approved by the City Director of Engineering.
6. **Warranty and Maintenance Bond.** The Developer agrees to correct all defects in materials or workmanship in the Public Improvements for a period of one year after acceptance by the City. The Developer agrees to provide a maintenance bond in favor of the City in the amount of 20% of the cost of the Public Improvements for a period of two years after acceptance by the City.
7. **Lien Search Certificate.** The Developer agrees to provide, at the time this Agreement is executed, a Lien Search Certificate prepared and signed by a title company acceptable to the City Attorney. The Lien Search Certificate must identify the property, must name all owners of the Property, must name all lienholders having liens against the Property, and must be dated no more than 10 days prior to the Effective Date. The Lien Search Certificate must be accompanied by a Consent of Lienholder signed by an authorized representative of each lienholder identified in the Lien Search Certificate. This Agreement will not be accepted without the Lien Search Certificate and the executed

Consent of Lienholder, if applicable.

8. Acquisition of Property Interests. The Developer agrees to acquire at its expense all rights-of-way, easements and other real property interests needed for the construction of the Public Improvements, including all off-site improvements, in a manner suitable for dedication of the real property interests to the City. The form of all documents under which real property interests are acquired is subject to approval by the City Attorney. The Developer agrees to record each such document in the official public records of the county in which the Property is located, and to provide a copy of each such recorded document to the City Attorney.

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

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

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

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

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

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

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

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

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

15. Indemnification. The Developer covenants to indemnify, save, and hold harmless the City and its their respective officers, employees, and agents from, and against, all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments recovered from or asserted on account of injury or damage to persons or property loss or damage arising in

connection with construction performed by or on behalf of the Developer on the Property.

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

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

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

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

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

To the City:

To the Developer:

City Manager _____

City of San Marcos _____

630 E. Hopkins _____

San Marcos, TX 78666 _____

Fax: 512/396-4656 Fax: _____

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 04/20/2016

[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: Kutscher Holdings L.P.

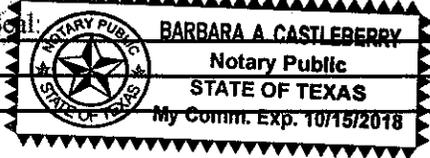
By: Charles R Kutscher

Signature Charles R Kutscher

Printed name, title Charles R Kutscher G.P.

This instrument was acknowledged before me on April 20 2016 by Charles R Kutscher, known personally by me to be the Gen Partner of Kutscher Holdings L.P.

Notary Seal:



Notary Public, State of Texas

Consent of Lienholder to
Subdivision Improvement Agreement

Subdivision Name: Coachman
Developer Name: Kutscher Holdings L.P.
Developer Address: 4226 Oak st
San Marcos Tx 78666

Lienholder Name: PROSPERITY BANK
Lienholder Address: 2610 E. Common St.
New Braunfels, TX 78130

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 1/27/14, from the Developer to DAVID ZALMAN, Trustee, securing the payment of a promissory note payable to the Lienholder. The Deed of Trust is recorded in Volume 4845 page 423 of the Official Public Records of HAYS County, Texas.

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

Agreement:

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

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

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

Executed on 4/19/16

Lienholder: PROSPERITY BANK

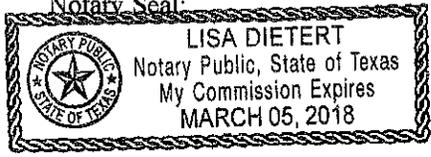
By: [Signature]

RICHARD L SEIBERT

Printed name, title SENIOR VICE PRESIDENT

This instrument was acknowledged before me on April 19, 2016 by Richard L. Seibert, known personally by me to be the Senior Vice President of Prosperity Bank.

Notary Seal:



[Signature]
Notary Public, State of Texas

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

PC-15-36_03 Replat, Coachman Subdivision



Applicant Information:

Agent: Byrn and Associates Inc.
1115 Hwy 80 E. PO Box 1433
San Marcos, Texas 78667-1433

Property Owner: Kutscher Holdings, LP.
4226 Oak Street
San Marcos, TX 78666

Notification: Published notification on April 10, 2016
San Marcos Daily Record

Type & Name of Subdivision: Replat of Lot 1, Block 1, Coachman Subdivision

Subject Property:

Summary: The subject property is approximately 16.58 acres, more or less, located at 3757 Hunter Road, San Marcos, Texas. This replat established 6 total lots.

Zoning: N/A, the property is located within the San Marcos Extraterritorial Jurisdiction (ETJ).

Traffic/ Transportation: The property currently has access off of Hunter Road. A cul-de-sac road, being Coachman Drive, is being constructed as part of the development of the plat to provide access to all lots.

Utility Capacity: As part of the development of this plat, the applicant is extending water service down Coachman Drive. Wastewater service is to be provided through an on-site sewage facility (OSSF). Electric service is provided by Pedernales Electric Cooperative.

Planning Department Analysis:

The subject property was originally platted as one lot in 2009. The purpose of this replat is to create 6 legally platted lots for development. In conjunction with the plat, Public Improvement Construction Plans have been approved for the construction of Coachman Drive and the extension of water service down Coachman Drive. An Out of City Utility Extension (OCUE) for water service has been approved by City Council.

Furthermore, as part of the plat and OCUE, the applicant has provided easements that will allow the orderly extension of wastewater utilities to and through the property when wastewater becomes available in the area. The property is located within the San Marcos Extraterritorial Jurisdiction, and the replat meets Hays County requirements. Since the applicant intends to record the plat prior to the completion of the public improvements, a Subdivision Improvement Agreement will be executed. Acceptance of the fiscal surety for the improvements is scheduled for the Hays County Commissioner's Court on May 10, 2016.

Staff has reviewed the request and determined that the Subdivision Improvement Agreement meets the criteria of Section 1.6.6.3 and the replat meets the requirements of Section 1.6.8.2 of the Land Development Code.

Staff recommends **approval of the replat with the condition that the fiscal surety for the improvements be accepted by the Hays County Commissioners Court.**

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

Prepared By:

Andrea Villalobos	Planning Technician	April 13, 2016
Name	Title	Date

The Commission's Responsibility:

The Commission is charged with making the final decision regarding this proposed 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 if the plat does not meet the criteria set in the approval section of the Land Development Code, or statutorily deny (an action that keeps the applicant "in process") the plat.

PC-15-36_03 Replat, Coachman Subdivision



Applicant Information:

Agent: Byrn and Associates Inc.
1115 Hwy 80 E. PO Box 1433
San Marcos, Texas 78667-1433

Property Owner: Kutscher Holdings, LP.
4226 Oak Street
San Marcos, TX 78666

Notification: Published notification on April 10, 2016
San Marcos Daily Record

Type & Name of Subdivision: Replat of Lot 1, Block 1, Coachman Subdivision

Subject Property:

Summary: The subject property is approximately 16.58 acres, more or less, located at 3757 Hunter Road, San Marcos, Texas. This replat established 6 total lots.

Zoning: N/A, the property is located within the San Marcos Extraterritorial Jurisdiction (ETJ).

Traffic/ Transportation: The property currently has access off of Hunter Road. A cul-de-sac road, being Coachman Drive, is being constructed as part of the development of the plat to provide access to all lots.

Utility Capacity: As part of the development of this plat, the applicant is extending water service down Coachman Drive. Wastewater service is to be provided through an on-site sewage facility (OSSF). Electric service is provided by Pedernales Electric Cooperative.

Planning Department Analysis:

The purpose of this replat is to create 6 legally platted lots for development. In conjunction with the plat, Public Improvement Construction Plans have been approved for the construction of Coachman Drive and the extension of water service down Coachman Drive. An Out of City Utility Extension (OCUE) for water service has been approved by City Council.

Furthermore, as part of the plat and OCUE, the applicant has provided easements that will allow the orderly extension of wastewater utilities to and through the property when wastewater becomes available in the area. The property is located within the San Marcos Extraterritorial Jurisdiction, and the replat meets Hays County requirements. Since the applicant intends to record the plat prior to the completion of the public improvements, a Subdivision Improvement Agreement will be executed.

Staff has reviewed the request and determined that the Subdivision Improvement Agreement meets the criteria of Section 1.6.6.3 and the replat meets the requirements of Section 1.6.8.2 of the Land Development Code. Staff recommends **approval of the replat with the condition that the fiscal surety for the improvements be accepted by the Hays County Commissioners Court.**

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

Prepared By:

Andrea Villalobos

Planning Technician

April 13, 2016

Name

Title

Date

The Commission's Responsibility:

The Commission is charged with making the final decision regarding this proposed 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 if the plat does not meet the criteria set in the approval section of the Land Development Code, or statutorily deny (an action that keeps the applicant "in process") the plat.



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#16-233, **Version:** 1

AGENDA CAPTION:

Hold a public hearing and consider a recommendation to City Council on the 10-Year Capital Improvements Program (FY 2017-2026)

Meeting date: April 26 2016

Department: Engineering/CIP

Funds Required:

Account Number:

Funds Available:

Account Name:

CITY COUNCIL GOAL:

COMPREHENSIVE PLAN ELEMENT(s):

BACKGROUND:



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#16-239, **Version:** 1

AGENDA CAPTION:

Discussion and direction to staff regarding the time allowed for Applicant presentations.

Meeting date: April 26, 2016

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: