

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS  
ACCEPTING CREEKSIDE VILLAGE SECTION 3 SUBDIVISION; FINDING  
AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION  
IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED  
BY LAW.**

**WHEREAS**, the developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the City of Kyle; and

**WHEREAS**, the subdivision improvements are defined as street, drainage, water and wastewater systems installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision; and

**WHEREAS**, the contractor has also provided the City a two (2) year maintenance bond in an amount of thirty five percent (35%) of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS** hereby accepts the public improvements and certifies completion of the improvements for Creekside Village Section 3. The current maintenance surety is hereby \$1,170,288.37 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

**SECTION 1.** That the subdivision improvements within the Creekside Village Section 3 are hereby accepted for operation and maintenance.

**SECTION 2.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF KYLE, TEXAS

\_\_\_\_\_  
Travis Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Vetrano, City Secretary

**EXHIBIT A**

**STAFF ACCEPTANCE MEMO**



# CITY OF KYLE

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100 W. Center St.  
Office (512) 262-1010

Kyle, Texas 78640  
Fax (512) 262-3915

## MEMORANDUM

TO: Scott Sellers, City Manager

FROM: Leon Barba, P.E., City Engineer *LS*

DATE: November 14, 2017

SUBJECT: Creekside Village Section 3  
Final Acceptance

The referenced subdivision is recommended for acceptance by the City of Kyle.

A final walkthrough was completed on November 2, 2017. The punch list items have been completed on the project. The street, drainage, water and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (North American Specialty Insurance Company – Bond No. 2262852) in the amount of \$1,170,288.37 has been provided for a period of two (2) years.

Please let me know if you need any additional information.

Xc: Harper Wilder, Public Works Dept.  
Perwez Moheet, Finance Dept.  
Debbie Guerra, Planning and Zoning



JONES | CARTER

3100 Alvin Devane Boulevard, Suite 150

Austin, Texas 78741-7425

Tel: 512.441.9493

Fax: 512.445.2286

[www.jonescarter.com](http://www.jonescarter.com)

November 15, 2017

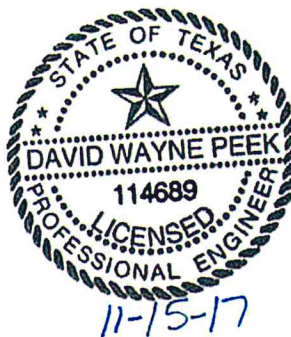
Ms. Leon Barba  
City of Kyle  
100 West Center Street  
Kyle, TX 78640

RE: Engineer's Concurrence Letter – Subdivision Acceptance  
Creeside Village Section 3  
City of Kyle Project No. CP-17-003  
Jones & Carter Job No. 0A840-0002

Dear Mr. Barba:

We have observed the subject project constructed by Liberty Civil Construction, LLC and find it to be substantially complete in accordance with the approved plans and specifications. The project was periodically observed during construction by our field project representative.

We recommend that the City of Kyle accept the project as performed by Liberty Civil Construction, LLC.



DWP/dgb

Sincerely,

David Wayne Peek, PE

**EXHIBIT B**

**MAINTENANCE BOND**





**Swiss Re**  
Corporate Solutions

1450 American Lane, Suite 1100  
Schaumburg, IL 60173

**MAINTENANCE  
BOND**

BOND NO. 2262852

KNOW ALL MEN BY THESE PRESENTS:

That we, Liberty Civil Construction, LLC, as  
Principal, and North American Specialty Insurance Company, as Surety, are held and firmly bound unto

City of Kyle, as Oblige, in the sum  
of One Million One Hundred Seventy Thousand Two Hundred Eighty-eight  
And 37/100THS Dollars (\$ \$1,170,288.37),

for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with Oblige dated 5/26/17 for:

Creekside Village Section 3 - Water, Wastewater, Paving & Drainage Improvements

and the Principal is required to guarantee the work under said contract against defects in materials or workmanship.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if Principal shall faithfully carry out  
and perform the said guarantee, and shall, on due notice, repair and make good at its own expense defects in materials  
or workmanship in the said work which may develop during the period of time beginning two [2] years from substantial completion  
, or shall pay over, make good and reimburse to the Oblige losses sustained by reason of failure or  
default of said Principal to do so, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, this bond may be extended at the sole option of the Surety by continuation certificate  
executed by the Surety and the Principal. Neither non-renewal by Surety, nor failure, nor inability of the Principal to file  
a replacement bond shall constitute a loss to the Oblige recoverable under this bond. Regardless of the number of  
times this bond is extended, the liability of the Surety shall not be cumulative in amounts and shall in no event exceed  
the amount set forth above, or as amended by rider.

PROVIDED FURTHER, HOWEVER that any suit under this bond shall be commenced no later than one (1)  
year from the expiry date noted above. If this limitation is prohibited by any applicable law, such limitation shall be  
deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period  
of limitation shall be deemed to have accrued and shall commence on the expiry date noted above.

Signed and dated this 14th day of November, 2017

Liberty Civil Construction, LLC

Principal

By: [Signature]  
Name/Title:

North American Specialty Insurance Company

By: [Signature]  
Betty J. Reeh, Attorney-in-Fact



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

GARY W. WHEATLEY, BETTY J. REEH,

CLARK D. FRESHER and BRYAN K. MOORE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of September, 2016.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

On this 9th day of September, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of November, 2017.

Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

### **IMPORTANT NOTICE**

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at:

**1-800-338-0753**

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address:

**1450 American Lane, Suite 1100  
Schaumburg, IL 60173**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

**1- 800-252-3439**

You may write the **Texas Department of Insurance**:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

### **AVISO IMPORTANTE**

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamr al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al:

**1-800-338-0753**

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al:

**1450 American Lane, Suite 1100  
Schaumburg, IL 60173**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1- 800-252-3439**

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

#### **UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Final Costs and Quantities

PROJECT:  
CREEKSIDE VILLAGE, SECTION 3  
KYLE, TX

A	B	UNIT	QTY	UNIT PRICE	C
Item No.	Description of Work				Scheduled Value
<b>Creekside Village Section 3</b>					
<b>WATER IMPROVEMENTS</b>					
1	8" PVC C900 WATERLINE, INCLUDING ALL FITTINGS	LF	5336	\$32.09	\$171,232.24
2	CONNECT PROPOSED 8" WATERLINE TO EXISTING 8" WATERLINE	EA	2	\$1,346.68	\$2,693.36
3	FIRE HYDRANT ASSEMBLY WITH GV & 6" DI PIPE	EA	10	\$4,341.85	\$43,418.50
4	8" GATE VALVE & BOX	EA	21	\$2,016.14	\$42,338.94
5	FAR SIDE SINGLE WATER SERVICE LEAD	EA	5	\$1,161.85	\$5,809.25
6	NEAR SIDE SINGLE WATER SERVICE LEAD	EA	3	\$866.06	\$2,598.18
7	FAR SIDE DOUBLE WATER SERVICE LEAD	EA	23	\$1,603.63	\$36,883.49
8	NEAR SIDE DOUBLE WATER SERVICE LEAD	EA	24	\$1,214.07	\$29,137.68
9	2" BLOW OFF VALVE	EA	2	\$1,790.63	\$3,581.26
10	8" PLUG AND CLAMP	EA	2	\$331.26	\$662.52
11	PRESSURE REDUCING VALVE AND VAULT PER COA DETAIL 511S-50	EA	1	\$28,294.90	\$28,294.90
12	TRENCH SAFETY	LF	5336	\$0.44	\$2,347.84
	<b>SUBTOTAL WATER IMPROVEMENTS</b>				<b>\$369,058.16</b>
<b>WASTEWATER IMPROVEMENTS</b>					
1	8" PVC SDR26 WW LINE, 0'-10' DEPTH, INCLUDING EXCAVATION	LF	3831	\$38.17	\$146,229.27
2	4' WW MANHOLE, ALL DEPTHS	EA	13	\$4,804.04	\$62,452.52
3	4' WW DROP MANHOLE, ALL DEPTHS	EA	1	\$5,940.66	\$5,940.66
4	FAR SIDE SINGLE WASTEWATER SERVICE LEAD	EA	2	\$1,538.30	\$3,076.60
5	NEAR SIDE SINGLE WASTEWATER SERVICE LEAD	EA	6	\$1,080.75	\$6,484.50
6	FAR SIDE DOUBLE WASTEWATER SERVICE LEAD	EA	24	\$2,069.39	\$49,665.36
7	NEAR SIDE DOUBLE WASTEWATER SERVICE LEAD	EA	23	\$1,661.65	\$38,217.95
8	8" WW PLUG AND CLEANOUT	EA	1	\$699.42	\$699.42
9	CONNECT TO EXISTING 4' WWMH PLUG	EA	1	\$1,121.34	\$1,121.34
10	DOUBLE WW SERVICE CONNECTION TO EX. 8" WW MAIN	EA	1	\$2,177.93	\$2,177.93
11	EXISTING MANHOLE ADJUSTMENT - MAJOR	EA	2	\$2,483.32	\$4,966.64
12	EXISTING MANHOLE ADJUSTMENT - MINOR	EA	2	\$1,234.75	\$2,469.50
13	TRENCH SAFETY	LF	3831	\$1.10	\$4,214.10
	<b>WASTEWATER IMPROVEMENTS SUBTOTAL</b>				<b>\$327,715.79</b>
<b>DRAINAGE IMPROVEMENTS</b>					
1	18" RCP CLASS III, ALL DEPTHS	LF	499	\$ 52.73	\$ 26,312.27
2	24" RCP CLASS III, ALL DEPTHS	LF	1203	\$ 64.22	\$ 77,258.66
3	30" RCP CLASS III, ALL DEPTHS	LF	643	\$ 80.37	\$ 51,877.91
4	36" RCP CLASS III, ALL DEPTHS	LF	126	\$ 89.14	\$ 11,231.64
5	42" RCP CLASS III, ALL DEPTHS	LF	430	\$ 134.94	\$ 58,024.20
6	48" RCP CLASS III, ALL DEPTHS	LF	63	\$ 168.66	\$ 10,625.58
7	18" PVC FOR BACKYARD DRAINAGE (PRIVATE)	LF	302	\$ 72.71	\$ 21,958.42
8	4:1 SLOPED 18" HEADWALL	EA	1	\$ 2,143.61	\$ 2,143.61
9	3:1 SLOPED 24" HEADWALL	EA	1	\$ 1,845.23	\$ 1,845.23
10	4:1 SLOPED 24" HEADWALL	EA	1	\$ 2,211.66	\$ 2,211.66
11	4:1 SLOPED 30" HEADWALL	EA	1	\$ 2,541.45	\$ 2,541.45
12	STANDARD 36" HEADWALL WITH FLARED WING WALLS AND ENERGY DISSIPATORS	EA	1	\$ 6,098.50	\$ 6,098.50
13	STANDARD 48" HEADWALL WITH ENERGY DISSIPATORS	EA	1	\$ 9,155.55	\$ 9,155.55
14	STANDARD FLARED UPSTREAM HEADWALL FOR MULTIPLE CULVERTS, CROSSING AT SPRING BRANCH CREEK (DETAIL SETB-FW-0)	EA	1	\$ 38,791.49	\$ 38,791.49
15	STANDARD STRAIGHT DOWNSTREAM HEADWALL WITH ENERGY DISSIPATORS FOR MULTIPLE CULVERTS, CROSSING AT SPRING BRANCH CREEK (DETAIL SETB-SW-0)	EA	1	\$ 40,157.76	\$ 40,157.76
16	NON-STANDARD FLARED UPSTREAM HEADWALL FOR MULTIPLE CULVERTS, CROSSING AT PONDS (DETAIL SET B-FW-0)	EA	1	\$ 57,531.93	\$ 57,531.93
17	NON-STANDARD FLARED DOWNSTREAM HEADWALL WITH ENERGY DISSIPATORS FOR MULTIPLE CULVERTS, CROSSING AT PONDS (DETAIL SET B-FW-0)	EA	1	\$ 62,583.47	\$ 62,583.47
18	METAL BEAM GUARD FENCE (DETAIL GF (31)-14)	LF	842	\$ 31.85	\$ 26,817.70
19	GUARDRAIL END TREATMENT (DETAIL SGT (8)31-14)	EA	4	\$ 2,552.36	\$ 10,209.44
20	5' CURB INLET	EA	3	\$ 3,424.21	\$ 10,272.63
21	10' CURB INLET	EA	11	\$ 3,973.29	\$ 43,706.19
22	15' CURB INLET	EA	9	\$ 5,483.40	\$ 49,350.60
23	2' X 2' GRATE INLET WITH 1' CONCRETE APRON (PRIVATE)	EA	3	\$ 2,491.43	\$ 7,474.29
24	4' STORM MANHOLE, ALL DEPTHS	EA	1	\$ 3,360.52	\$ 3,360.52
25	5' STORM MANHOLE, ALL DEPTHS	EA	2	\$ 4,179.87	\$ 8,359.74
26	7' STORM MANHOLE, ALL DEPTHS	EA	1	\$ 6,154.43	\$ 6,154.43
27	6' X 6' STORM JUNCTION BOX, ALL DEPTHS	EA	4	\$ 4,465.88	\$ 17,863.52
28	7' X 7' STORM JUNCTION BOX, ALL DEPTHS	EA	1	\$ 6,154.43	\$ 6,154.43
29	ROCK RIP-RAP, 4" ROCK SIZE	SF	909	\$ 5.75	\$ 5,226.75
30	ROCK RIP-RAP, 5" ROCK SIZE	SF	494	\$ 5.75	\$ 2,840.50
31	ROCK RIP-RAP, 6" ROCK SIZE	SF	502	\$ 6.86	\$ 3,433.72
32	ROCK RIP-RAP, 9" ROCK SIZE	SF	14	\$ 13.47	\$ 188.58
33	ROCK RIP-RAP, 10" ROCK SIZE	SF	10	\$ 13.47	\$ 134.70
34	ROCK RIP-RAP, 11" ROCK SIZE	SF	14	\$ 13.47	\$ 188.58
35	ROCK RIP-RAP, 19" ROCK SIZE	SF	176	\$ 17.05	\$ 3,000.80
36	8' X 3' CONCRETE BOX CULVERTS	LF	627	\$ 368.77	\$ 231,218.79
37	8' X 4' CONCRETE BOX CULVERTS	LF	709	\$ 381.77	\$ 270,674.93
38	8' X 5' CONCRETE BOX CULVERTS	LF	62	\$ 474.69	\$ 29,430.78
39	7.5' WIDE 3:1 SIDE SLOPED SWALE (PRIVATE)	LF	511	\$ 5.51	\$ 2,815.61
40	TRENCH SAFETY	LF	4662	\$ 1.10	\$ 5,128.20
	<b>DRAINAGE IMPROVEMENTS SUBTOTAL</b>				<b>\$1,224,162.76</b>

POND IMPROVEMENTS					
1	INCLUDING MAINTENANCE ACCESS RAMPS, OUTFALL PIPES, OVERFLOW	LS	1	\$173,676.32	\$ 173,676.32
POND IMPROVEMENTS SUBTOTAL					\$ 173,676.32
SOIL EROSION CONTROLS IMPROVEMENTS					
1	CONSTRUCTION ENTRANCE	EA	1	\$ 975.32	\$ 975.32
2	SILT FENCE	LF	19073	\$ 2.75	\$ 52,450.75
3	INLET PROTECTION	EA	26	\$ 66.12	\$ 1,719.12
4	TREE PROTECTION	LF	327	\$ 3.75	\$ 1,226.25
5	ROCK BERM	LF	393	\$ 22.43	\$ 8,814.99
6	TEMPORARY SEDIMENT TRAP AND SKIMMER	EA	1	\$ 4,408.22	\$ 4,408.22
7	TEMPORARY STONE OUTLET	LF	90	\$ 22.43	\$ 2,018.70
8	REVEGETATION (ROW & EASEMENTS ONLY; SILT FENCE LEFT IN PLACE)	SY	9933	\$ 1.50	\$ 14,899.50
SOIL EROSION CONTROLS IMPROVEMENTS SUB TOTAL					\$ 86,512.85
STREET & SITE IMPROVEMENTS					
1	CLEARING AND GRUBBING IN LIMITS OF CONSTRUCTION	AC	34.6	\$ 771.44	\$ 26,691.82
2	EXCAVATION (INCLUDING PONDS)	CY	62500	\$ 3.14	\$ 198,250.00
3	EMBANKMENT (INCLUDING PONDS)	CY	58000	\$ 3.03	\$ 175,740.00
4	1.5" HMAC	SY	12463	\$ 8.60	\$ 107,181.80
5	2.0" HMAC	SY	3949	\$ 10.80	\$ 42,649.20
6	8" LIMESTONE BASE, 3' BEHIND BOC	SY	16520	\$ 7.25	\$ 119,770.00
7	12" LIMESTONE BASE, 3' BEHIND BOC	SY	5049	\$ 10.00	\$ 50,490.00
8	6" SUBGRADE PREPARATION, 3' BEHIND BOC	SY	21570	\$ 2.00	\$ 43,140.00
9	6" CURB AND GUTTER	LF	9280	\$ 14.00	\$ 129,920.00
10	CONCRETE VALLEY GUTTER	EA	4	\$ 5,676.63	\$ 22,706.52
11	INTERNAL STREET STOP SIGN WITH STREET NAMES AND STOP BAR	EA	9	\$ 495.92	\$ 4,463.28
12	SPEED LIMIT SIGN	EA	2	\$ 275.51	\$ 551.02
13	INTERNAL 2-NAME STREET SIGN	EA	1	\$ 275.51	\$ 275.51
14	4" X 4' CONCRETE SIDEWALK ALONG INTERNAL PROPOSED ROADWAYS	LF	1847	\$ 21.72	\$ 40,116.84
15	ADA RAMP	EA	36	\$ 942.26	\$ 33,921.36
16	SAW-CUT EXISTING PAVEMENT 1' MIN TO MAKE SMOOTH TRANSITION	EA	2	\$ 1,735.74	\$ 3,471.48
17	INSTALL TEMPORARY TYPE III BARRICADE	EA	2	\$ 826.54	\$ 1,653.08
18	STREET LIGHT	EA	11	\$ 3,306.16	\$ 36,367.76
19	PEDESTRIAN HANDRAIL	LF	552	\$ 58.41	\$ 32,242.32
STREET & SITE IMPROVEMENTS SUBTOTAL					\$1,067,601.99
CHANGE ORDERS					
CO1	DELETE 1.5" HMAC	SY	-12463	\$ 8.60	\$ (107,181.80)
CO1	ADD 2" HMAC	SY	12463	\$ 10.80	\$ 134,600.40
CO1	ADD TXDOT TY II GEOGRID	SY	21569	\$ 3.13	\$ 67,534.58
CHANGE ORDER SUBTOTAL					\$ 94,953.18
SECTION THREE (PHASE 2) DEVELOPMENT CONSTRUCTION COST SUBTOTAL					3,343,681.06

Submitted: LIBERTY CIVIL CONSTRUCTION, LLC

Michael J. Ehrhardt, President

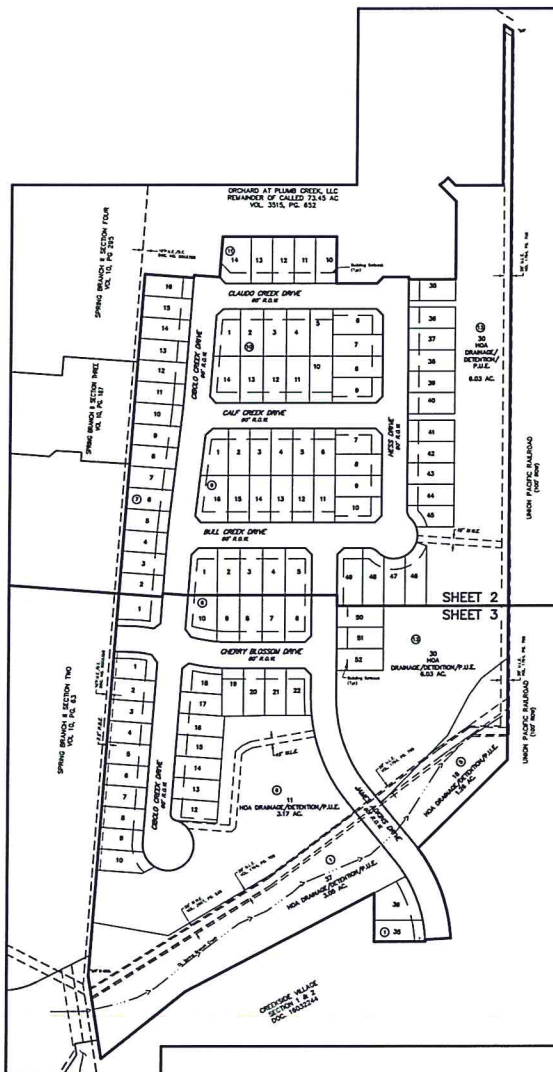
Date

## EXHIBIT C

### SUBDIVISION MAP



VICINITY MAP  
1" = 2000'



SURVEYOR: JONES|CARTER  
PHONE: (512) 441-9493 FAX: (512) 445-2286  
ENGINEER: JONES|CARTER  
PHONE: (512) 441-9493 FAX: (512) 445-2286



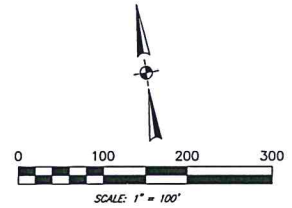
Texas Board of Professional Engineers Registration No. F-439  
Texas Board of Professional Land Surveying Registration No. 10046101  
3100 Alvin Devane Blvd, Suite 150 • Austin, Texas 78741 • 512.441.9493

**CREEKSIDE VILLAGE SECTION 3  
FINAL PLAT**

# CREEKSIDE VILLAGE SECTION 3 FINAL PLAT

CITY OF KYLE,  
HAYS COUNTY, TEXAS

PLUM CREEK DEVELOPMENT  
PARTNERS, LTD.  
CALLED 5.840 AC.  
VOL. 2126, PG. 504

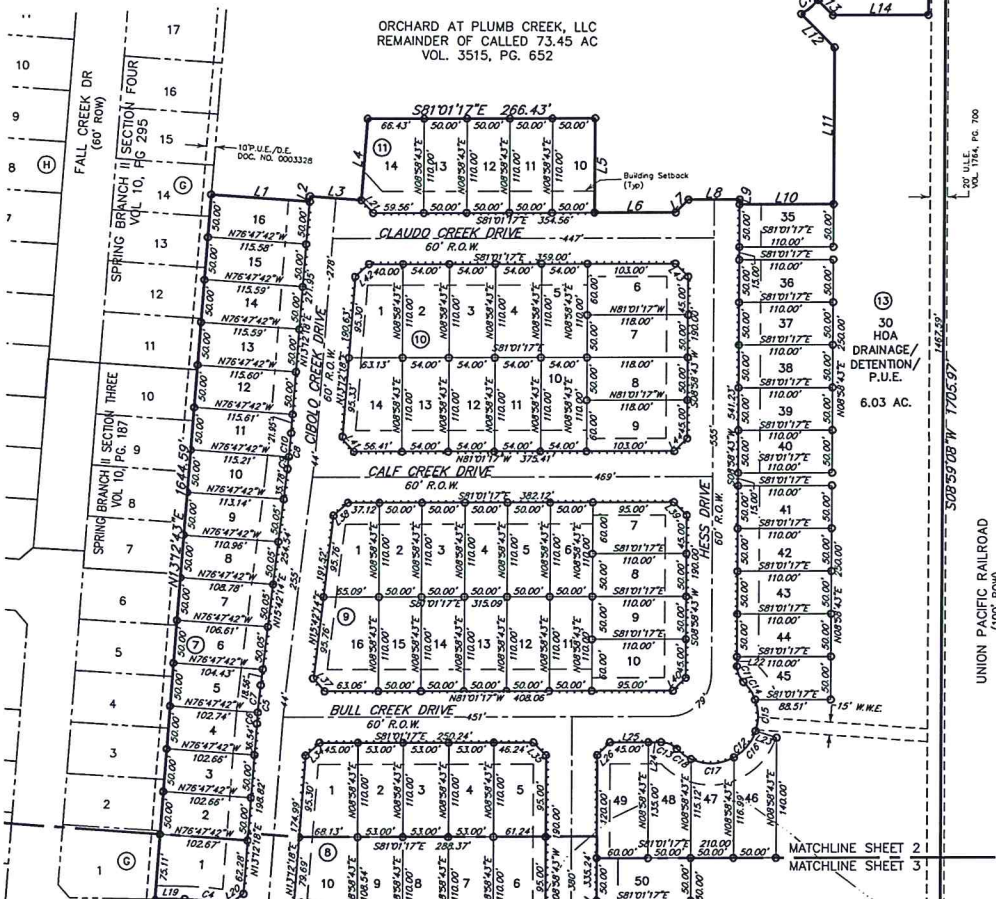


## LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- CONCRETE MONUMENT FOUND
- 5/8" IRON ROD SET W/CAP STAMPED "JONES | CARTER"
- △ CALCULATED POINT
- Ⓐ BLOCK LABEL
- P.U.E. PUBLIC UTILITY EASEMENT
- P.U.E.+ PUBLIC UTILITY, LANDSCAPE & PEDESTRIAN ACCESS EASEMENT
- W.L.E. WATERLINE EASEMENT
- W.W.E. WASTEWATER LINE EASEMENT
- D.E. DRAINAGE EASEMENT
- P.D.E. PRIVATE DRAINAGE EASEMENT
- U.L.E. UTILITY LINE EASEMENT
- ..... SIDEWALK - 4' SIDEWALK ALONG JAMES ADKINS DR. AND ON INTERNAL STREETS

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	80.00'	18°03'04"	25.20'	N59°05'56"E	25.10'
C2	380.00'	34°19'54"	227.59'	S11°23'44"E	224.20'
C3	320.00'	0°40'08"	4.48'	S06°09'47"W	4.48'
C4	305.00'	10°00'33"	53.28'	N74°48'12"W	53.21'
C5	1030.00'	2°29'56"	44.92'	N14°27'16"E	44.92'
C6	1030.00'	0°44'55"	13.46'	S13°34'46"W	13.46'
C7	1030.00'	1°45'01"	31.46'	S14°49'44"W	31.46'
C8	970.00'	2°29'56"	42.31'	N14°27'16"E	42.30'
C9	970.00'	0°50'31"	14.26'	S15°16'58"W	14.26'
C10	970.00'	1°39'25"	28.05'	S14°02'00"W	28.05'
C11	25.00'	46°34'03"	20.32'	N14°18'18"W	19.76'
C12	55.00'	18°30'06"	175.80'	N53°58'43"E	109.96'
C13	25.00'	46°34'03"	20.32'	S57°44'15"E	19.76'
C14	55.00'	2°59'58"	24.96'	S24°15'21"E	24.74'
C15	55.00'	38°35'36"	37.05'	S07°42'26"W	36.35'
C16	55.00'	42°46'53"	41.07'	S48°23'41"W	40.12'
C17	55.00'	54°06'44"	51.94'	N83°09'31"W	50.03'
C18	55.00'	21°38'55"	20.78'	N45°16'42"W	20.68'
C19	320.00'	39°37'28"	221.30'	S10°50'01"E	216.92'
C20	380.00'	2°05'54"	13.88'	S29°35'58"E	13.88'
C21	320.00'	36°24'28"	203.34'	S12°26'31"E	199.94'
C22	320.00'	87°33'32"	45.94'	N01°38'57"E	45.90'
C23	320.00'	19°47'53"	110.57'	N12°21'45"W	110.02'
C24	320.00'	82°10'11"	46.83'	N26°27'13"W	46.78'
C25	380.00'	39°37'28"	222.80'	S10°50'01"E	217.59'
C26	380.00'	33°37'05"	222.95'	S13°50'12"E	219.78'
C27	380.00'	6°00'23"	39.84'	S05°58'32"W	39.82'
C28	405.00'	12°52'24"	91.58'	N74°32'35"W	91.39'
C29	405.00'	42°00'03"	43.98'	N29°40'38"W	43.00'
C30	405.00'	11°14'16"	79.44'	N73°41'02"W	78.31'
C31	15.00'	78°27'42"	20.54'	S26°01'35"E	18.97'
C32	60.00'	258°27'50"	270.68'	N63°58'26"E	92.95'
C33	60.00'	196°11'41"	205.45'	N32°50'22"E	118.80'
C34	60.00'	42°00'03"	43.98'	S28°03'46"E	43.00'
C35	60.00'	207°00'06"	21.21'	S03°04'18"W	21.11'
C36	245.00'	11°44'35"	50.21'	S73°56'11"E	50.13'
C37	345.00'	12°57'24"	78.02'	N74°32'35"W	77.85'
C38	345.00'	51°16'42"	31.72'	N78°22'56"W	31.72'
C39	345.00'	7°40'42"	46.24'	N71°54'14"W	46.20'

LINE	BEARING	DISTANCE
L1	S76°47'42"E	115.58'
L2	N13°12'18"E	6.15'
L3	S76°47'42"E	60.00'
L4	N13°12'18"E	95.30'
L5	S08°58'43"W	110.00'
L6	S81°01'17"E	95.00'
L7	N53°58'43"E	21.27'
L8	S81°01'17"E	60.00'
L9	S08°58'43"W	5.68'
L10	S81°01'17"E	110.00'
L11	N08°58'43"E	183.03'
L12	N36°01'17"W	55.11'
L13	S36°01'17"E	24.94'
L14	S81°01'17"E	112.05'
L15	S48°07'02"E	23.82'
L16	N84°14'16"W	60.00'
L17	N81°00'54"W	120.40'
L18	N08°54'48"E	113.68'
L19	S79°48'28"E	34.70'
L20	N62°01'12"E	19.64'
L21	S33°54'29"E	20.42'
L22	S08°58'43"W	11.23'
L23	N62°59'46"W	25.78'
L24	N81°01'17"W	15.08'
L25	N81°01'17"W	60.08'
L26	S53°58'43"W	21.21'
L27	S08°58'43"W	55.24'
L28	S36°01'17"E	21.21'
L29	N62°34'12"E	18.54'
L30	S27°24'14"E	22.75'
L31	S79°48'28"E	37.85'
L32	N68°03'53"W	15.26'
L33	N27°25'48"W	22.77'
L34	N56°05'31"E	21.98'
L35	S36°01'17"E	21.21'
L36	S53°58'43"W	21.21'
L37	N32°39'31"W	19.93'
L38	N57°20'29"E	22.42'
L39	S36°01'17"E	21.21'
L40	S53°58'43"W	21.21'
L41	N33°39'45"W	20.29'
L42	N56°05'31"E	21.98'
L43	S36°01'17"E	21.21'
L44	S53°58'43"W	21.21'



BUILDING SETBACKS				
Zoning	Front Yard	Side Yard	Side Street	Rear Yard
R-1	25'	7.5'	15'	15'

LAND USE	NO. OF LOTS	ACREAGE
RESIDENTIAL-SINGLE FAMILY	102	13.64
DRAINAGE/DETENTION/P.U.E.	4	13.51
TOTAL RIGHT-OF-WAY	NA	6.65
TOTAL NO. OF LOTS/R.O.W.	106	33.80

**BENCHMARK NOTE:**  
TEMPORARY BENCHMARK FOR THIS SURVEY (ITEM "A") IS A TRIANGLE ON THE BACK OF THE CURB ON THE NORTHERLY SIDE OF APRICOT LANE LOCATED APPROXIMATELY 125' EAST OF THE INTERSECTION OF APRICOT LANE AND THE CENTERLINE OF FALL CREEK DRIVE, (ELEVATION=714.48) (NAVD 88 DATUM)

**BEARING BASIS NOTE:**  
HORIZONTAL DATUM BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES SCALED FROM N: 13916257.209, E: 2324859.460, ELEV: 717.364 COMBINED SCALE FACTOR IS 1.0000978703

**PRELIMINARY  
NOT TO BE RECORDED**

SHEET 2 OF 5

FILE: K:\Projects\A840-0002-00 Creekside Village Phase 2\1 Surveying\Plan\A840-0002 Sec3 Plat.dwg  
K:\Projects\A840-0002-00 Creekside Village Phase 2\1 Surveying\Plan\Point Files\A840-0002- Sec3 Plat.dwg

JOB NO: A840-0002-00 DRAWN BY: GCM  
DATE: APRIL 19, 2017 CHECKED BY: GCB  
SCALE: 1"=100' REVISED:

**JONES | CARTER**  
Texas Board of Professional Engineers Registration No. F-439  
Texas Board of Professional Land Surveying Registration No. 10046101  
3100 Arvin Deane Blvd, Suite 150 • Austin, Texas 78741 • 512.441.5493

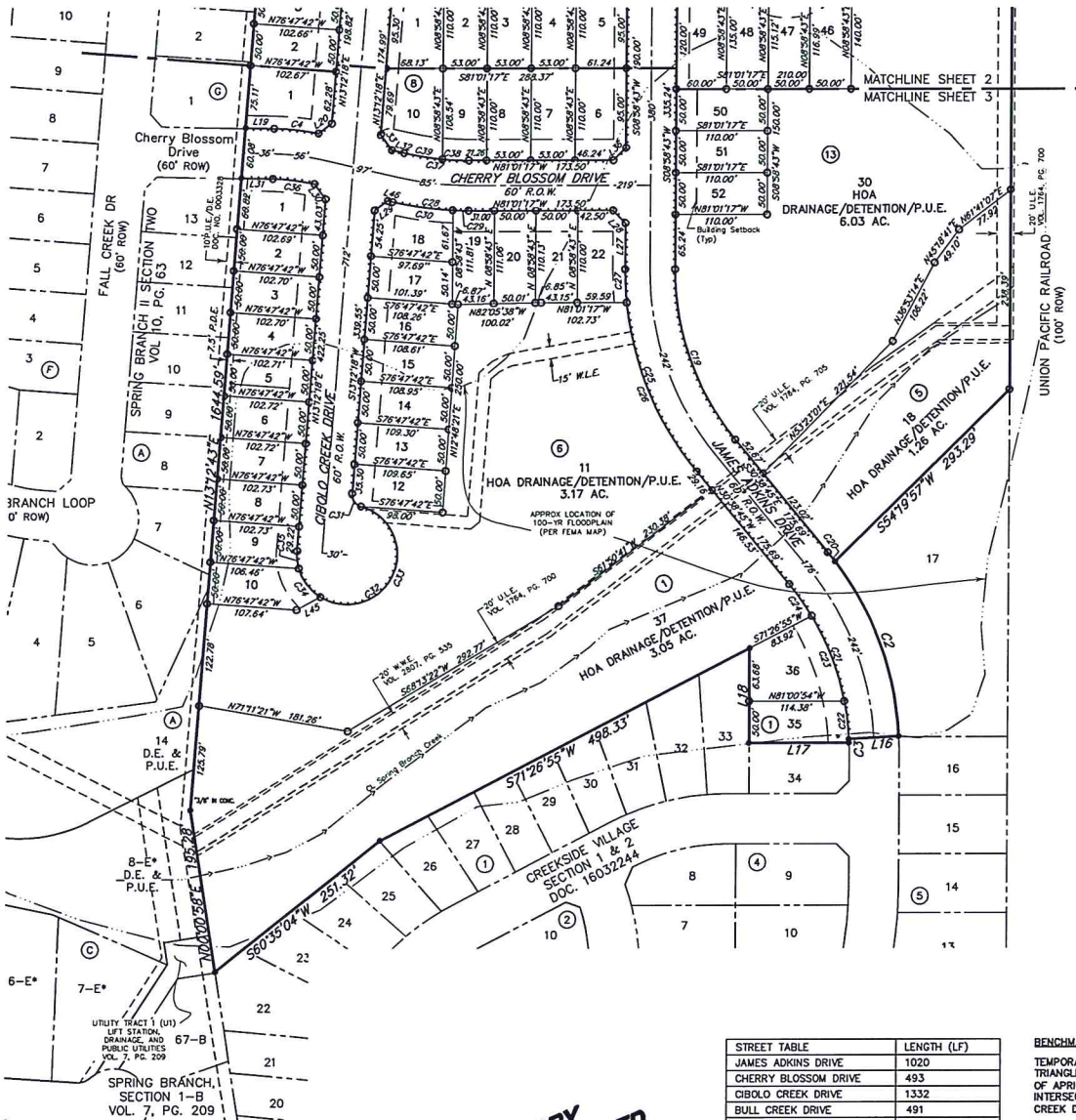
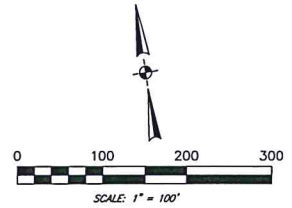
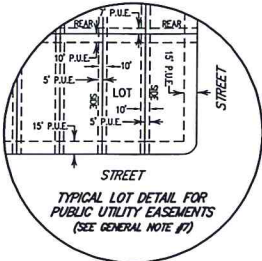
**CREEKSIDE VILLAGE SECTION 3  
FINAL PLAT**



# CREEKSIDE VILLAGE SECTION 3

## FINAL PLAT

CITY OF KYLE,  
HAYS COUNTY, TEXAS



STREET TABLE	LENGTH (LF)
JAMES ADKINS DRIVE	1020
CHERRY BLOSSOM DRIVE	493
CIBOLO CREEK DRIVE	1332
BULL CREEK DRIVE	491
CALF CREEK DRIVE	469
CLAUDIO CREEK DRIVE	447
HESS DRIVE	595

### BENCHMARK NOTE:

TEMPORARY BENCHMARK FOR THIS SURVEY (TBM "A") IS A TRIANGLE ON THE BACK OF THE CURB ON THE NORTHERLY SIDE OF APRICOT LANE LOCATED APPROXIMATELY 125' EAST OF THE INTERSECTION OF APRICOT LANE AND THE CENTERLINE OF FALL CREEK DRIVE, (ELEVATION=714.48) (NAVD 88 DATUM)

### BEARING BASIS NOTE:

HORIZONTAL DATUM BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES SCALED FROM N:13916257.209, E:2324859.460, ELEV:717.364 COMBINED SCALE FACTOR IS 1.0000978703

**PRELIMINARY  
NOT TO BE RECORDED**

BUILDING SETBACKS				
Zoning	Front Yard	Side Yard	Side Street	Rear Yard
R-1	25'	7.5'	15'	15'

\* DENOTES A LOT OUT OF: SPRING BRANCH SECTION 1-E, A SUBDIVISION AS RECORDED IN BOOK 9, PAGE 213 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS.

SHEET 3 OF 5

FILE: K:\Projects\A840-0002-00 Creekside Village Phase 2\1 Surveying Phase\Final Plat\A840-0002-00 Sec3 Plat.dwg  
K:\Projects\A840-0002-00 Creekside Village Phase 2\1 Surveying Phase\Point Files\A840-0002-00 Sec3 Plat.dwg

JOB NO: A840-0002-00	DRAWN BY: GCM
DATE: APRIL 19, 2017	CHECKED BY: GCB
SCALE: 1"=100'	REVISED:

**CREEKSIDE VILLAGE SECTION 3  
FINAL PLAT**



**JONES & CARTER**

Texas Board of Professional Engineers Registration No. F-439  
Texas Board of Professional Land Surveying Registration No. 10046101  
3100 Alvin Devane Blvd, Suite 150 • Austin, Texas 78741 • 512.441.9433



# CREEKSIDE VILLAGE SECTION 3 FINAL PLAT

CITY OF KYLE,  
HAYS COUNTY, TEXAS

## LEGAL DESCRIPTION:

Being a 33.804 acre tract of land out of the Henry Lollar Survey, Abstract No. 290, Hays County, Texas, and being a portion of the called 73.45 acre tract described in the Special Warranty Deed to Orchard at Plum Creek, LLC recorded in Volume 3515, Page 852 of the Official Public Records of Hays County, Texas; said 33.804 acre tract of land being more particularly described by metes and bounds as follows with bearing referenced to the Texas Coordinate System of 1983, South Central Zone:

**BEGINNING** at a 3/8" iron rod found in the westerly right-of-way line of Union Pacific Railroad (100' right-of-way) for the northeast corner of said 73.45 acre tract of land, some being the southeast corner of a called 5.840 acre tract described as Tract 1-1 in the Special Warranty Deed to Plum Creek Development Partners, Ltd., a Texas limited partnership, recorded in Volume 2128, Page 504 of the Official Public Records of Hays County, Texas, and being the northeast corner of the herein described tract;

**THENCE** with the common westerly right-of-way line of said Union Pacific Railroad and easterly line of said 73.45 acre tract of land, South 08°59'08" West a distance of 1705.97 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER' for the southeast corner of the herein described tract, and being the northeast corner of Lot 17, Block 5 of CREEKSIDE VILLAGE SECTION 1 & 2, a subdivision as recorded in Document No. 16032244 of the Official Public Records of Hays County, Texas;

**THENCE** departing said common line with the northerly line of said Lot 17, South 54°19'57" West a distance of 293.29 feet to a 1/2" iron rod found in the proposed easterly right-of-way line of James Adkins Drive (60' right-of-way) for the northwest corner of said Lot 17 and being the beginning of a non-tangent curve to the right;

**THENCE** southeasterly with said proposed easterly right-of-way line of James Adkins Drive and said non-tangent curve to the right having a radius of 380.00 feet and a delta angle of 34°18'54", on arc distance of 227.59 feet (the chord of said curve bears South 11°23'44" East a distance of 224.20 feet) to a 1/2" iron rod found for the southwest corner of said Lot 17, same being the northwest corner of Lot 16, Block 5 of said CREEKSIDE VILLAGE SECTION 1 & 2;

**THENCE** North 84°14'16" West a distance of 60.00 feet to a 1/2" iron rod found in the proposed westerly right-of-way line of said James Adkins Drive, and being the beginning of a non-tangent curve to the right;

**THENCE** southwesterly with said proposed westerly right-of-way of James Adkins Drive with said non-tangent curve to the right having a radius of 320.00 feet and a delta angle of 09°48'08", on arc distance of 4.48 feet (the chord of said curve bears South 08°09'47" West a distance of 4.48 feet) to a 1/2" iron rod found for the northeast corner of Lot 34, Block 1 of said CREEKSIDE VILLAGE SECTION 1 & 2;

**THENCE** with the north line of said Lot 34, North 81°00'24" West a distance of 120.40 feet to a 1/2" iron rod found in the easterly line of Lot 33, Block 1 of said CREEKSIDE VILLAGE SECTION 1 & 2 for the northwest corner of said Lot 34;

**THENCE** with said easterly line of Lot 33, North 08°54'48" East a distance of 113.88 feet to a 1/2" iron rod found in the northerly line of said Block 1 for the northeast corner of said Lot 33;

**THENCE** with the northerly line of said Block 1 the following courses and distances:

South 71°26'36" West a distance of 498.33 feet to a 1/2" iron rod found for the northwest corner of Lot 26, same being the northeast corner of Lot 25, both of said Block 1;

South 60°35'04" West a distance of 251.32 feet to a 1/2" iron rod found on the westerly line of said CREEKSIDE VILLAGE SECTION 1 & 2, for the northeast corner of Lot 87-B of SPRING BRANCH SECTION 1-B, a subdivision as recorded in Volume 7, Page 209 of the Plat Records of Hays County, Texas, same being the most easterly southeast corner of 'Utility Tract 1' of said SPRING BRANCH SECTION 1-B, for the southwest corner of the herein described tract;

**THENCE** departing the northerly line of CREEKSIDE VILLAGE SECTION 1 & 2 with the westerly line of said 73.45 acre tract of land, North 07°07'58" East a distance of 183.23 feet to a 3/8" iron rod found in concrete in the easterly line of SPRING BRANCH SECTION 1-E, a subdivision as recorded in Volume 9, Page 213 of the Plat Records of Hays County, Texas;

**THENCE** continuing with the westerly line of said 73.45 acre tract of land and the easterly lines of said SPRING BRANCH SECTION 1-E, SPRING BRANCH II SECTION TWO, a subdivision as recorded in Volume 10, Page 63, SPRING BRANCH II SECTION THREE, a subdivision as recorded in Volume 10, Page 187, and SPRING BRANCH II SECTION FOUR, a subdivision as recorded in Volume 10, Page 295, all of the Plat Records of Hays County, Texas, North 13°12'43" East a distance of 1644.59 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER' in the easterly line of Lot 14, Block 6 of said SPRING BRANCH II SECTION FOUR, a subdivision as recorded in Volume 10, Page 295 of the Plat Records of Hays County, Texas, for the most westerly northeast corner of the herein described tract;

**THENCE** departing the easterly line of said SPRING BRANCH II SECTION FOUR, over and across said 73.45 acre tract of land the following courses and distances:

South 78°47'42" East a distance of 115.58 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

North 13°12'18" East a distance of 8.15 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

South 78°47'42" East a distance of 60.00 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

North 13°12'18" East a distance of 95.30 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

South 81°01'17" East a distance of 268.43 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

South 08°58'43" West a distance of 110.00 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

South 81°01'17" East a distance of 95.00 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

North 53°58'43" East a distance of 21.21 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

South 81°01'17" East a distance of 60.00 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

South 08°58'43" West a distance of 5.88 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

South 81°01'17" East a distance of 110.00 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

North 08°58'43" East a distance of 163.03 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

North 36°01'17" West a distance of 55.11 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER' at the beginning of a non-tangent curve to the left;

Northwesterly with said non-tangent curve to the left having a radius of 80.00 feet and a delta angle of 18°03'04", on arc distance of 25.00 feet (the chord of said curve bears North 50°05'56" East a distance of 25.10 feet) to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

South 36°01'17" East a distance of 24.94 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

South 81°01'17" East a distance of 112.05 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER';

North 08°58'13" East a distance of 374.75 feet to a 5/8" iron rod set with cap stamped 'JONES/CARTER' in the north line of said 73.45 acre tract of land, some being the south line of said 5.840 acre tract of land;

With the common line of said 73.45 acre tract of land and said 5.840 acre tract of land, South 48°07'07" East a distance of 23.82 feet to the POINT OF BEGINNING and CONTAINING an area of 33.804 acres of land.

**PRELIMINARY  
NOT TO BE RECORDED**

SHEET 4 OF 5

FILE: K:\Project\A840-0002-00 Creekside Village Phase 2\1 Surveying Phase\Final Plat\A840-0002 Sec3 Plat.dwg	
K:\Project\A840-0002-00 Creekside Village Phase 2\1 Surveying Phase\Final Plat\A840-0002- Sec3 Plat.dwg	
JOB NO: A840-0002-00	DRAWN BY: CDM
DATE: April 18, 2017	CHECKED BY: CDM
SCALE: 1"=100'	REVISED:



**JONES CARTER**

Texas Board of Professional Engineers Registration No. F-439  
Texas Board of Professional Land Surveying Registration No. 100461001  
3106 Alvin Avenue Blvd, Suite 150 • Austin, Texas 78741 • 512.441.9493

**CREEKSIDE VILLAGE SECTION 3  
FINAL PLAT**

# CREEKSIDE VILLAGE SECTION 3 FINAL PLAT

CITY OF KYLE,  
HAYS COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

That ORCHARD AT PLUM CREEK LLC, a corporation organized and existing under the laws of the State of Texas, with its home address at 3717 Allegro Lugo, Austin, TX 78749, owner of 23.45 acres of land out of the Henry Loller Survey, A-290 and the Z. Hinton Survey, A-220, Hays County, Texas, as conveyed to me by deed recorded in Volume 3515, Page 653, Official Public Records, Hays County, Texas, DOES HEREDY SUBDIVIDE 33.60 acres of land out of the Henry Loller Survey, A-290, Hays County, Texas, to be known as the Creekside Village Section 3, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public the use of the R.O.W., streets, alleys, easements, parking, and other open spaces shown hereon.

WITNESS MY HAND, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

Steve Tucker  
Orchard at Plum Creek, LLC  
3717 Allegro Lugo St  
Austin, TX 78749

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 acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

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

I, Gary C. Bowes, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat complies with Ordinance #439 of the City Code of Kyle and that all easements of record as found on the title policy are shown and/or noted hereon, are true and correct to the best of my ability, and was prepared from an actual survey of the property made under my supervision on the ground.

Gary C. Bowes  
Registered Professional Land Surveyor No. 4053  
Date \_\_\_\_\_

JONES | CARTER  
3100 Alvin Devane Boulevard  
Suite 150  
Austin, Texas 78741



I, David Wayne Peek, a Registered Professional Engineer, do hereby certify that to the best of my knowledge the information contained on this plat complies with the subdivision ordinances and the design and construction standards adopted by the City of Kyle, Texas.

David Wayne Peek  
Registered Professional Engineer No. 114689  
Date 10/03/2017  
JONES | CARTER  
3100 Alvin Devane Boulevard  
Suite 150  
Austin, Texas 78741



Approved this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D. at a public meeting of the Planning and Zoning Commission of the City of Kyle, Texas and authorized to be filed for record by the County Clerk of Hays County, Texas.

\_\_\_\_\_, Chairman  
Planning and Zoning Commission  
City of Kyle, Texas

Reviewed By: \_\_\_\_\_  
Public Works

Reviewed By: \_\_\_\_\_  
City Engineer

## GENERAL NOTES:

1. This subdivision is wholly contained within the current corporate limits of the City of Kyle, Texas.
2. No lot in this subdivision shall be occupied until connected to the City of Kyle water distribution and wastewater collection facilities.
3. A Building Permit is required from the City of Kyle prior to construction of any building or site improvements on any lot in this subdivision.
4. No Buildings, fences, landscaping or other structures are permitted within water, wastewater and drainage easements shown, except as approved by the City of Kyle Public Works Department.
5. Property owners shall provide for access to drainage easements as may be necessary and shall not prohibit access by the City of Kyle.
6. All easements on private property shall be maintained by the property owner or his or her assigns.
7. In addition to the Public Utility Easements shown hereon, a fifteen (15) foot wide public waterline easement is dedicated across Lot 11, Block 6, a fifteen (15) foot wide public wastewater line easement is dedicated across Lot 30, Block 13, and a seven and half (7.5) foot wide private drainage easement is dedicated along the back lot line of Lot 1-10, Block 6, as shown on the face of the plat.
8. A portion of this tract is within the 100-year floodplain area as shown on the Flood Insurance Rate Map Panel #48209C0290F for Hays County, effective September 2, 2005.
9. This project is located in the Plum Creek Watershed and is not contained over the Edwards Aquifer Recharge or Contributing Zone.
10. Building setbacks not shown hereon shall comply with Ord. No. 92, Table A, R-1, of the City of Kyle.
11. Sidewalks shall be installed on both sides of all internal streets. Those sidewalks not abutting a residential, commercial or industrial lot shall be installed when the adjoining street is constructed. Where there are double frontage lots, sidewalks on the street to which access is prohibited are also required to be installed when the streets in the subdivision are constructed. (Ord #439, Article V, Sec 10; Kyle Code). All sidewalks will meet or exceed 2010 ADA requirements.
12. All utility lines must be located underground.
13. Maintenance of Drainage Facilities and Landscaping within Drainage Easements shall be the responsibility of the Homeowners Association (Creekside Village Residential Community, Inc.).
14. The City of Kyle will provide water and wastewater service to the lots within this subdivision.
15. Single-Family backyard fence shall be built at the eastern edge of the P.D.E for Lots 1-10, Block 6.

STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

I, \_\_\_\_\_, clerk of the county court of said county, do hereby certify that the foregoing instrument in 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 this the day of \_\_\_\_\_, 20\_\_\_\_, A.D. at \_\_\_\_\_ o'clock \_\_\_\_\_ m., in the plat records of said county in Doc. \_\_\_\_\_.

No. \_\_\_\_\_, 20\_\_\_\_, A.D. at \_\_\_\_\_ o'clock \_\_\_\_\_ m., in the plat records of said county in Doc. \_\_\_\_\_ to certify which, witness my hand and seal at the county court of said county, at my office in Kyle, Texas, the date last shown above written.

\_\_\_\_\_, clerk county court of Hays county, Texas

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

**PRELIMINARY  
NOT TO BE RECORDED**

SHEET 5 OF 5

FILE: K:\Projects\A840-0002-00 Creekside Village Phase 2\1 Surveying Phase\Final Plat\A840-0002 Sec3 Plat.dwg  
K:\Projects\A840-0002-00 Creekside Village Phase 2\1 Surveying Phase\Print Files\A840-0002- Sec3 Plat.dwg

JOB NO:	A840-0002-00	DRAWN BY:	GDH
DATE:	APRIL 19, 2017	CHECKED BY:	GCB
SCALE:	1"=100'	REVISED:	

**CREEKSIDE VILLAGE SECTION 3  
FINAL PLAT**



**JONES | CARTER**

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