

CITY OF KYLE

PLANNING & ZONING COMMISSION REGULAR MEETING

<https://www.cityofkyle.com/kyletv/kyle-10-live> OR
Spectrum10

SPECIAL NOTE: Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called 'social distancing') to slow the spread of COVID-19. Planning and Zoning Commission will attend the meeting via videoconferencing. This meeting can be viewed live online at <https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10.



Notice is hereby given that the Planning and Zoning Commission of the City of Kyle, Texas will meet at 6:30 PM on February 9, 2021, at <https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10, for the purpose of discussing the following agenda.

NOTE: There may be a quorum of the City Council of Kyle, Texas present at the meeting who may participate in the discussion. No official action will be taken by the City Council members in attendance.

Posted this 5th day of February, 2021, prior to 6:30 P.M.

1. Call Meeting To Order

2. Roll Call

3. Minutes

A.Planning and Zoning Commission meeting minutes for January 12, 2021.

4. Citizen Comments

A.Members of the public that wish to provide citizen comment must submit the online

registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign> to attend virtually. Registration must be received by 12 p.m. on the day of the meeting.

5. Nomination(s) and Election for Vice-Chair

6. Consent

A.Trails at Windy Hill, Phase 3 - Final Plat (SUB-20-0102) 18.564 acres; 103 residential lots and 4 open space lots for property located off of Windy Hill Road and Mathias Lane.

Staff Proposal to P&Z: Approve the Final Plat.

B.Casetta Ranch Section Two - Final Plat (SUB-20-0111) 17.0951 acres; 76 residential lots, 1 pocket park and 1 drainage lot for property located on Bunton Lane Road at the intersection of Goforth Road.

Staff Proposal to P&Z: Approve the Final Plat.

C.Plum Creek Phase 1, Section 7B - Final Plat (SUB-20-0132) 23.492 acres; 2 mixed-use lots for property located north and along Kohler's Crossing, east of and along existing and future Marketplace Ave.

Staff Proposal to P&Z: Approve the Final Plat.

D.Plum Creek Uptown Central Park - Final Plat (SUB-20-0164) 1.672 acres; 1 lot for property located approximately 580-feet north of Doherty.

Staff Proposal to P&Z: Approve the Final Plat.

7. Zoning

A.Consider a request by Clayton Properties Group, Inc D/B/A Brohn Homes to assign original zoning to approximately 29.8 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3' for property located southeast of Lehman Road and south of Lehman High School, in Hays County, Texas. (Z-21-0070)

- Public Hearing
- Recommendation to City Council

8. General Discussion

A.Discussion only regarding Planning and Zoning Commission request for future agenda items.

9. Staff Report

A.Staff Report by Howard J. Koontz, Director of Planning and Community Development.

10. Adjournment



CITY OF KYLE, TEXAS

Minutes

Meeting Date: 2/9/2021

Date time:6:30 PM

Subject/Recommendation: Planning and Zoning Commission meeting minutes for January 12, 2021.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- January 12, 2021 - Minutes

REGULAR CALLED MEETING OF THE PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission of the City of Kyle, Texas met in a regular called meeting on January 12, 2021 at 6:30 P.M. virtually with the following persons present:

Madam Chair, Michele Christie
Commissioner, Megan McCall
Commissioner, Paul Scheibmeir
Commissioner, Alex Guerra
Commissioner, Priscilla Harrell
Commissioner, Rebecca Voss
Planning Director, Howard J. Koontz
City Planner, William Atkinson
Planning Technician, Debbie A. Guerra

CALL MEETING TO ORDER

Madam Chair Christie called the meeting to order at 6:30 P.M.

ROLL CALL OF COMMISSION

Madam Chair Christie called for roll call. No one was absent.

MINUTES

PLANNING AND ZONING COMMISSION MEETING MINUTES FOR OCTOBER 13, 2020 (WORKSHOP), OCTOBER 27, 2020 (WORKSHOP), NOVEMBER 10, 2020 (REGULAR MEETING), NOVEMBER 24, 2020 (WORKSHOP) AND DECEMBER 8, 2020 (REGULAR MEETING).

Commissioner Harrell moved to approve the minutes. Commissioner Voss seconds the motion. All votes aye. Motion carried.

CITIZENS COMMENTS

Madam Chair Christie opened the citizens comment period at 6:31 P.M. and called for comments on items not on the agenda or posted for public hearing. There were no comments. Madam Chair Christie closed the public hearing at 6:31 P.M.

CONSENT

6 CREEKS PHASE 1, SECTION 5A – FINAL PLAT (SUB-20-0127) 28.124 ACRES, 57 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS FOR PROPERTY LOCATED WEST OF N. OLD STAGECOACH ROAD WITHIN THE 6 CREEKS SUBDIVISION.

6 CREEKS PHASE 1, SECTION 8A – PRELIMINARY PLAN (SUB-20-0130) 26.03 ACRES; 94 RESIDENTIAL LOTS FOR PROPERTY LOCATED WEST OF N. OLD STAGECOACH ROAD WITHIN 6 CREEKS SUBDIVISION.

TALAVERA SUBDIVISION – PRELIMINARY PLAN (SUB-20-0153) 119.43 ACRES; 407 LOTS FOR PROPERTY LOCATED AT THE NORTHWEST INTERSECTION OF GOFORTH ROAD AND BUNTON CREEK ROAD.

PLUM CREEK PHASE 1, SECTION 11G REPLAT OF LOT 1B, BLOCK A(SUB-20-0156) 2.139 ACRES; 2 COMMERCIAL LOTS FOR PROPERTY LOCATED AT 4600 FM 1626.

HOWERTON PLUM CREEK – SITE PLAN (SD-20-0079) 2.976 ACRES; 1 COMMERCIAL LOT FOR PROPERTY LOCATED AT 4282 S. FM 1626.

SILBERBERG PHASE 2 – SITE PLAN (SD-20-0086) 2.427 ACRES; 1 COMMERCIAL LOT FOR PROPERTY LOCATED AT 4210 BENNER ROAD.

Commissioner Scheibmeir moved to approve the consent agenda. Commissioner Harrell seconds the motion. All votes aye. Motion carried.

ZONING

CONSIDER A REQUEST BY JIMMY AND DIANA OWEN (Z-20-0066) TO ASSIGN ORIGINAL ZONING TO APPROXIMATELY 1.4 ACRES OF LAND FROM AGRICULTURE ‘AG’ TO RETAIL SERVICE DISTRICT ‘RS’ FOR PROPERTY LOCATED AT 101 SUNFLOWER CIRCLE, IN HAYS COUNTY, TEXAS.

Madam Chair Christie called for comments for or against the request at 6:32 P.M. There were no comments. Madam Chair Christie closed the public hearing at 6:32 P.M.

Commissioner Scheibmeir moved to approve the request. Commissioner Voss seconds the motion. All votes aye. Motion carried.

CONSIDER A REQUEST BY KYLE MORTGAGE INVESTORS, LLC (Z-20-0067) TO REZONE APPROXIMATELY 57-ACRES OF LAND FROM R-1-2 (42.3-ACRES) AND R/S (15=ACRES) TO PUD (R-1-A, 54-ACRES) AND (R/S, 3.3-ACRES) FOR PROPERTY LOCATED AT 1821 W. RR 150, IN HAYS COUNTY, TEXAS.

Madam Chair Christie called for comments for or against the request at 6:38 P.M. Kate Johnson addressed the Commission and stated her opposition to the request. Madam Chair read comments from Matt Greene, Alton Franke and Christopher & Erica Beesly regarding their concerns for this request. Madam Chair Christie closed the public hearing at 6:55 P.M.

Commissioner Scheibmeir moved to approve the request. Commissioner McCall seconds the motion. Commissioner’s Scheibmeir, McCall, Guerra and Harrell vote aye. Commissioner’s Christie and Voss vote nay. Motion carried.

CONSIDER A REQUEST BY 1400 E. FM 150, LLC (Z-20-0068) TO ASSIGN ORIGINAL ZONING TO APPROXIMATELY 5.87 ACRES OF LAND FROM AGRICULTURE ‘AG’ TO RETAIL SERVICE DISTRICT ‘RS’ FOR PROPERTY LOCATED AT 1400 E. RR 150, IN HAYS COUNTY, TEXAS.

Madam Chair Christie called for comments for or against the request at 7:55 P.M. There were no comments. Madam Chair Christie closed the public hearing at 7:56 P.M.

Commissioner Guerra moved to approve the request. Commissioner Harrell seconds the motion. All votes aye. Motion carried.

CONSIDER A REQUEST BY DDR DB KYLE LP (Z-20-0069) TO REZONE APPROXIMATELY 19.5 ACRES OF LAND FROM RETAIL SERVICE DISTRICT 'RS' TO MULTI-FAMILY RESIDENTIAL-3 'R-3-3' FOR PROPERTY LOCATED AT 5492 KYLE CENTER DRIVE, IN HAYS COUNTY, TEXAS.

Madam Chair Christie called for comments for or against the request at 8:02 P.M. Madam Chair Christie read comments by Mike Rubsam stating his opposition and Ahmed Jefferally is in favor of the request. Madam Chair Christie closed the public hearing at 8:05 P.M.

Commissioner Voss moved to deny the request. Commissioner Harrell seconds the motion. Commissioners Voss, Harrell, Christie, Guerra and Scheibmeir vote aye. Commissioner McCall votes nay. Motion carried.

DISCUSSION ONLY REGARDING PLANNING AND ZONING COMMISSION REQUEST FOR FUTURE AGENDA ITEMS.

Madam Chair Christie would like to hire a firm for the Comprehensive Plan update.

STAFF REPORT

STAFF REPORT BY HOWARD J. KOONTZ, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT.

Mr. Koontz stated that the Comprehensive Plan Amendment is stalled due to workload but will have a workshop at the end of February.

Interviews for the P&Z member will be conducted in January and be confirmed by City Council late January.

No workshop for January 26th.

ADJOURN

With no further business to discuss, Commissioner Scheibmeir moved to adjourn. Commissioner Voss seconds the motion. All votes aye. Motion carried.

The Planning and Zoning Commission regular called meeting adjourned at 8:38 P.M.

Prepared by Debbie A. Guerra

Madam Chair Michele Christie



CITY OF KYLE, TEXAS

Citizen Comment Information

Meeting Date: 2/9/2021

Date time:6:30 PM

Subject/Recommendation: Members of the public that wish to provide citizen comment must submit the online registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign> to attend virtually. Registration must be received by 12 p.m. on the day of the meeting.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Trails at Windy Hill, Phase 3 - Final Plat (SUB-20-0102)

Meeting Date: 2/9/2021

Date time:6:30 PM

Subject/Recommendation: Trails at Windy Hill, Phase 3 - Final Plat (SUB-20-0102) 18.564 acres; 103 residential lots and 4 open space lots for property located off of Windy Hill Road and Mathias Lane.

Staff Proposal to P&Z: Approve the Final Plat.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Final Plat
- 1445 Approval Letter from Hays County

BENCHMARKS:

BENCHMARK #1 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN TRIUMPH ROAD AT ITS INTERSECTION WITH WINDY HILL ROAD APPROXIMATELY 1,000 FEET SOUTHWEST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.
 GRID NORTHING: 13926877.74
 GRID EASTING: 2346021.04
 ELEVATION: 663.93 FEET NAVD-88

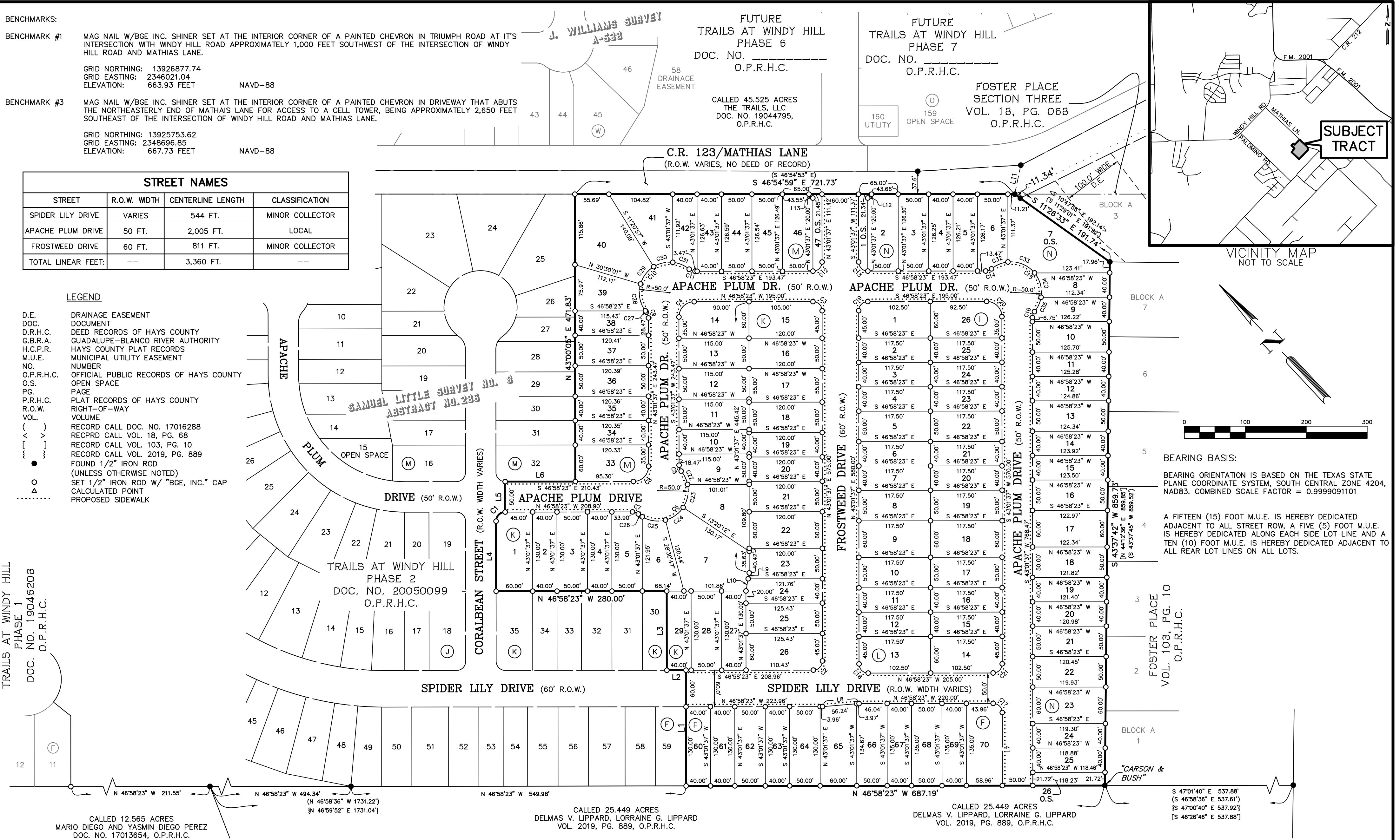
BENCHMARK #3 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN DRIVEWAY THAT ABUTS THE NORTHEASTERLY END OF MATHIAS LANE FOR ACCESS TO A CELL TOWER, BEING APPROXIMATELY 2,650 FEET SOUTHEAST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.
 GRID NORTHING: 13925753.62
 GRID EASTING: 2348696.85
 ELEVATION: 667.73 FEET NAVD-88

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
SPIDER LILY DRIVE	VARIABLE	544 FT.	MINOR COLLECTOR
APACHE PLUM DRIVE	50 FT.	2,005 FT.	LOCAL
FROSTWEED DRIVE	60 FT.	811 FT.	MINOR COLLECTOR
TOTAL LINEAR FEET:	--	3,360 FT.	--

LEGEND

- D.E. DRAINAGE EASEMENT
- DOC. DOCUMENT
- D.R.H.C. DEED RECORDS OF HAYS COUNTY
- G.B.R.A. GUADALUPE-BLANCO RIVER AUTHORITY
- H.C.P.R. HAYS COUNTY PLAT RECORDS
- M.U.E. MUNICIPAL UTILITY EASEMENT
- NO. NUMBER
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
- O.S. OPEN SPACE
- PG. PAGE
- P.R.H.C. PLAT RECORDS OF HAYS COUNTY
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- () RECORD CALL DOC. NO. 17016288
- () RECPD CALL VOL. 18, PG. 68
- () RECORD CALL VOL. 103, PG. 10
- () RECORD CALL VOL. 2019, PG. 889
- () FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- () SET 1/2" IRON ROD W/ "BGE, INC." CAP
- () CALCULATED POINT
- () PROPOSED SIDEWALK

TRAILS AT WINDY HILL
 PHASE 1
 DOC. NO. 19046208
 O.P.R.H.C.



VICINITY MAP
 NOT TO SCALE



BEARING BASIS:
 BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COMBINED SCALE FACTOR = 0.9999091101

A FIFTEEN (15) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT M.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.

CALLED 12.565 ACRES
 MARIO DIEGO AND YASMIN DIEGO PEREZ
 DOC. NO. 17013654, O.P.R.H.C.

CALLED 25.449 ACRES
 DELMAS V. LIPPARD, LORRAINE G. LIPPARD
 VOL. 2019, PG. 889, O.P.R.H.C.

CALLED 25.449 ACRES
 DELMAS V. LIPPARD, LORRAINE G. LIPPARD
 VOL. 2019, PG. 889, O.P.R.H.C.

S 47°01'40" E 537.88'
 (S 46°58'36" E 537.61')
 (S 47°00'40" E 537.92')
 (S 46°26'46" E 537.88')

OWNER: CONTINENTAL HOMES OF TEXAS, L.P.
 ADDRESS: 10700 PECAN PARK BLVD. SUITE 400
 AUSTIN, TX 78750
 PHONE: (512) 345-4663 FAX: _____

ACREAGE: 18.564 ACRES
 SURVEY: SAMUEL LITTLE SURVEY NO. 8 ABS NO. 286

NUMBER AND ACREAGE BY LOT TYPE: RESIDENTIAL: 103 LOTS/14.080 ACRES
 OPEN SPACE: 4 LOTS/0.397 ACRE
 RIGHT-OF-WAY: 4.087 ACRES

PLAT PREPARED: 12/31/2019

SURVEYOR: BGE, INC. (JONATHAN O. NOBLES, RPLS)
 PHONE: (512) 879-0441 FAX: _____
 ENGINEER: BGE, INC. (TIMOTHY M. HOLLAND, PE)
 PHONE: (512) 879-0433 FAX: _____



BGE, Inc.
 101 West Louis Henna Blvd., Suite 400
 Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Registration No. F-1046
 TBPELS Licensed Surveying Firm No. 10106502

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	103	14.080 AC.
RIGHT-OF-WAY	-	4.087 AC.
OPEN SPACE	4	0.397 AC.
TOTAL	107	18.564 AC.

FINAL PLAT TRAILS AT WINDY HILL PHASE 3

A SUBDIVISION OF 18.564 ACRES OF LAND
 LOCATED IN THE
 SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
 HAYS COUNTY, TEXAS

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C2	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C3	23.56'	15.00'	90°00'00"	N 01°58'23" W	21.21'
C4	39.27'	25.00'	90°00'00"	S 88°01'37" W	35.36'
C5	10.40'	15.00'	39°42'54"	S 23°10'10" W	10.19'
C6	147.86'	50.00'	169°25'49"	N 88°01'37" E	99.57'
C7	10.40'	15.00'	39°42'54"	N 27°06'56" W	10.19'
C8	39.27'	25.00'	90°00'00"	N 88°01'37" E	35.36'
C9	10.40'	15.00'	39°42'54"	N 23°10'10" E	10.19'
C10	147.86'	50.00'	169°25'49"	S 88°01'37" W	99.57'
C11	10.40'	15.00'	39°42'54"	S 27°06'56" E	10.19'
C12	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C13	23.56'	15.00'	90°00'00"	S 01°58'23" E	21.21'
C14	10.40'	15.00'	39°42'54"	S 66°49'50" E	10.19'
C15	147.86'	50.00'	169°25'49"	N 01°58'23" W	99.57'
C16	10.40'	15.00'	39°42'54"	S 62°53'04" W	10.19'
C17	23.56'	15.00'	90°00'00"	N 01°58'23" W	21.21'
C18	23.56'	15.00'	90°00'00"	S 01°58'23" E	21.21'
C19	23.56'	15.00'	90°00'00"	S 88°01'37" W	21.21'
C20	39.27'	25.00'	90°00'00"	N 01°58'23" W	35.36'
C21	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C22	24.59'	50.00'	28°10'41"	N 17°24'03" E	24.34'
C23	39.42'	50.00'	45°10'24"	N 54°04'36" E	38.41'
C24	36.52'	50.00'	41°50'59"	S 82°24'43" E	35.71'
C25	39.34'	50.00'	45°05'02"	S 38°56'42" E	38.34'
C26	7.98'	50.00'	9°08'42"	S 11°49'50" E	7.97'
C27	2.48'	50.00'	2°50'43"	S 04°44'04" W	2.48'
C28	46.55'	50.00'	53°20'33"	S 32°49'42" W	44.89'
C29	36.52'	50.00'	41°50'59"	S 80°25'28" W	35.71'
C30	32.65'	50.00'	37°25'00"	N 59°56'32" W	32.08'
C31	29.65'	50.00'	33°58'33"	N 24°14'45" W	29.22'
C32	29.65'	50.00'	33°58'33"	N 69°42'01" W	29.22'
C33	49.19'	50.00'	56°21'47"	N 24°31'51" W	47.23'
C34	42.68'	50.00'	48°54'28"	N 28°06'16" E	41.40'
C35	26.34'	50.00'	30°11'01"	N 67°39'01" E	26.04'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 43°01'37" E	190.00'
L2	N 46°58'23" W	31.47'
L3	N 43°01'37" E	130.00'
L4	N 43°01'37" E	115.00'
L5	N 43°01'37" E	50.00'
L6	S 46°58'23" E	115.13'
L7	N 43°01'37" E	120.00'
L8	N 51°44'12" W	60.21'
L9	N 53°25'45" E	9.74'
L10	N 53°25'45" E	20.33'
L11	S 54°59'31" W	48.60'
L12	S 88°01'37" W	8.97'
L13	N 01°58'23" W	9.12'

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
60	F	5,200
61	F	5,200
62	F	6,500
63	F	5,200
64	F	6,500
65	F	7,931
66	F	6,749
67	F	5,400
68	F	6,750
69	F	5,400
70	F	7,911

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	K	7,752
2	K	5,200
3	K	6,500
4	K	5,200
5	K	6,451
6	K	6,189
7	K	12,748
8	K	7,754
9	K	5,524
10	K	4,600
11	K	5,750
12	K	5,750
13	K	5,750
14	K	6,766
15	K	7,152
16	K	6,000
17	K	6,600
18	K	6,000
19	K	4,800
20	K	4,800
21	K	6,000
22	K	7,200
23	K	6,008
24	K	4,980
25	K	6,271
26	K	7,477
27	K	5,200
28	K	6,500
29	K	5,200

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
33	M	7,085
34	M	4,813
35	M	4,814
36	M	6,019
37	M	6,020
38	M	4,798
39	M	6,472
40	M	12,593
41	M	7,937
42	M	4,767
43	M	5,064
44	M	6,328
45	M	6,326
46	M	6,302
47	M	1,869

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	L	7,002
2	L	4,700
3	L	4,700
4	L	4,700
5	L	5,875
6	L	4,700
7	L	4,700
8	L	5,875
9	L	7,050
10	L	5,875
11	L	4,700
12	L	4,700
13	L	7,002
14	L	7,002
15	L	4,700
16	L	4,700
17	L	5,875
18	L	7,050
19	L	5,875
20	L	4,700
21	L	4,700
22	L	5,875
23	L	4,700
24	L	4,700
25	L	4,700
26	L	6,916

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	N	1,867
2	N	6,296
3	N	6,314
4	N	5,049
5	N	5,048
6	N	6,009
7	N	12,363
8	N	4,590
9	N	4,807
10	N	6,298
11	N	5,020
12	N	5,003
13	N	6,230
14	N	4,965
15	N	4,948
16	N	6,162
17	N	7,359
18	N	6,104
19	N	4,864
20	N	4,847
21	N	6,036
22	N	6,009
23	N	7,177
24	N	4,763
25	N	4,747
26	N	2,570

FINAL PLAT
**TRAILS AT
WINDY HILL PHASE 3**

A SUBDIVISION OF 18.564 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

C:\TXC\Projects\DRHorton\7251-00_Windy_Hills_Ph3\06_Survey\04_Finals\Drawings\7251-00_Windy_Hills_Ph3_PLA_T_20210105.dwg, 1/05/2021 4:51 PM, mmshak, 1:0

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, L.P., BEING THE OWNER OF THE REMAINING PORTION OF AN 81.3113 ACRE TRACT OF LAND OUT OF THE SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286, SITUATED IN HAYS COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED AS RECORDED IN INSTRUMENT NUMBER 18043360 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 18.564 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TRAILS AT WINDY HILL PHASE 3

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

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

ADIB KHOURY, ASSISTANT SECRETARY
CONTINENTAL HOMES OF TEXAS, L.P.
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADIB KHOURY, 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 PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

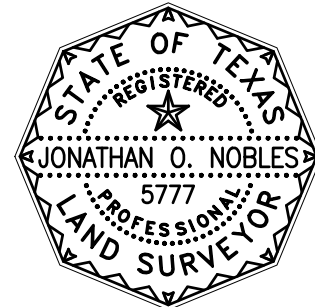
NOTARY PUBLIC, STATE OF TEXAS DATE

PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE



STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED DIRECTOR OF THE HAYS COUNTY DEVELOPMENT 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 KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

CAITLYN STRICKLAND DATE
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE

____ DAY OF _____, 20__ A.D., AT ____ O'CLOCK __M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN DOCUMENT NUMBER _____

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

ELAINE H. CARDENAS, MBA, PhD
COUNTY CLERK
HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/ INDIVIDUAL WATER SUPPLY CERTIFICATION, TO--WT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

CAITLYN STRICKLAND DATE
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

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

TRAILS AT WINDY HILL PHASE 3 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE NORTH HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER
GOFORTH SPECIAL UTILITY DISTRICT

DATE

MICHAEL CHASE, PRESIDENT
NORTH HAYS COUNTY M.U.D. NO. 1

DATE

THIS PLAT WAS REVIEWED BY THE CITY OF KYLE PLANNING & ZONING COMMISSION,
AND HEREBY APPROVED ON THIS THE ____ DAY OF _____, 20__ A.D.

CITY OF KYLE, PLANNING & ZONING
COMMISSION CHAIRPERSON

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE AND HAYS COUNTY.
2. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0293F AND 4209C0291F, REVISED SEPTEMBER 2, 2005. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY (LIMITS OF DETAILED STUDY STOP AT THE SOUTH BOUNDARY LINE OF THE PARENT TRACT).

5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
7. GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
8. SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
9. GAS IS PROVIDED BY CENTERPOINT ENERGY.
10. TELEPHONE/CABLE PROVIDED BY FRONTIER.
11. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
12. WASTEWATER SERVICES ARE PROVIDED BY NORTH HAYS COUNTY MUD #1 AND OPERATED BY GUADALUPE-BLANCO RIVER AUTHORITY OF TEXAS.
13. WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
14. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.
15. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
16. THE TOTAL NUMBER OF LOTS (RIGHT-OF-WAY DEDICATIONS NOT INCLUDED) IS 104. THE AVERAGE LOT SIZE IS 0.136 ACRE. THE NUMBER OF LOTS GREATER THAN 10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 5-10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 2-5 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 1-2 ACRES IS 0. THE NUMBER OF LOTS SMALLER THAN 1 ACRE IS 104.
17. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
18. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
19. HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.
20. THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
21. ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE LOCATIONS SCALED FROM THE TEXAS GLO GIS DATA, THE PLAT OF COUNTRY ACRES SECTION ONE AND AS DESCRIBED ON THE ORIGINAL 33.99 AND 100 ACRE TRACTS OF LAND DESCRIBED IN VOLUME 155, PAGES 485 AND 532 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721, OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

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

GUADALUPE-BLANCO RIVER AUTHORITY NOTES:

1. THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY IN THE AREAS DESIGNATED ON THIS PLAT AS "SANITARY SEWER" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, INSPECTING, REPAIRING, REMOVING, AND RELOCATING BURIED AND/OR EXPOSED SANITARY SEWER FACILITIES AND APPURTENANCES.
2. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, GBRA SHALL HAVE THE RIGHT TO REMOVE SAID LANDS OF ALL TREES OR PARTS THEREOF, OR ANY OTHER OBSTRUCTIONS WHICH MAY ENDANGER, OR INTERFERE WITH MAINTENANCE OF, THE FACILITIES AND APPURTENANCES.
3. OTHER UTILITIES, STRUCTURES, GRADING, DRAINAGE, DETENTION/RETENTION PONDS, LANDSCAPING, TREES, ROADS, PARKING LOTS, FENCES, WALLS, CONSTRUCTION OF ANY TYPE, OR ANY OTHER IMPROVEMENTS OR OBSTRUCTIONS, ARE NOT ALLOWED WITHIN GBRA EASEMENTS.
4. DESIGNS FOR ANY PROPOSED ALTERATIONS OR CROSSINGS OF GBRA EASEMENTS MUST BE APPROVED IN WRITING BY GBRA AND THE INSTALLATION OF SUCH MUST BE INSPECTED AND APPROVED BY GBRA.
5. MAINTENANCE OF EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
6. THE PROPERTY OWNER MUST INSTALL 16 FOOT GATES IN ANY FENCES THAT CROSS GBRA UTILITIES; GATES MUST BE CENTERED ACROSS GBRA UTILITIES.
7. CUSTOMER SANITARY SEWER SERVICES SHALL NOT BE INSTALLED WITHIN FENCED AREAS.

FINAL PLAT TRAILS AT WINDY HILL PHASE 3

A SUBDIVISION OF 18.564 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

C:\TXC\Projects\DRHorton\7251-00_Windy_Hills_Ph3_Survey\04_Finals\Drawings\7251-00_Windy_Hills_Ph3_Plat_20210105.dwg, 1/05/2021 4:51 PM, mmiskak, 1:0



Hays County Development Services
P.O Box 1006 San Marcos TX 78667-1006
2171 Yarrington Road San Marcos TX 78666
512-393-2150 / 512-493-1915 fax

January 19, 2021

Howard Koontz
Director of Planning
City of Kyle

Re: Trails at Windy Hill, Phase 3, Final Plat (PLN-1422-NP)

Mr. Koontz,

The Hays County Development Services staff has had an opportunity to review the aforementioned subdivision for compliance with Hays County subdivision and development regulations. Hays County staff has no further review comments at this time.

Pursuant to the Interlocal Cooperation Agreement between Hays County and the City of Kyle for subdivision regulation within the extraterritorial jurisdiction of the City of Kyle, please move forward with approval of the plat as submitted.

If you have any questions please let me know.

Regards,

Caitlyn J. Strickland

Caitlyn Strickland
Director
Hays County Development Services

BENCHMARKS:

BENCHMARK #1 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN TRIUMPH ROAD AT IT'S INTERSECTION WITH WINDY HILL ROAD APPROXIMATELY 1,000 FEET SOUTHWEST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.
 GRID NORTHING: 13926877.7433
 GRID EASTING: 2346021.0439
 ELEVATION: 663.93 FEET NAVD-88

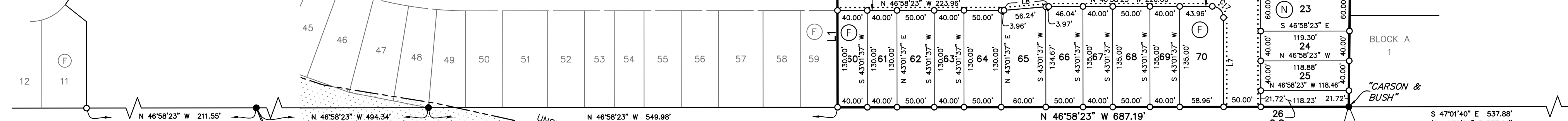
BENCHMARK #3 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN DRIVEWAY THAT ABUTS THE NORTHEASTERLY END OF MATHIAS LANE FOR ACCESS TO A CELL TOWER, BEING APPROXIMATELY 2,650 FEET SOUTHEAST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.
 GRID NORTHING: 13925753.6204
 GRID EASTING: 2348696.8588
 ELEVATION: 667.73 FEET NAVD-88

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
SPIDER LILY DRIVE	VARIABLE	544 FT.	MINOR COLLECTOR
APACHE PLUM DRIVE	50 FT.	2,005 FT.	LOCAL
FROSTWEED DRIVE	60 FT.	811 FT.	MINOR COLLECTOR
TOTAL LINEAR FEET:		3,360 FT.	

LEGEND

- D.E. DRAINAGE EASEMENT
- DOC. DOCUMENT
- D.R.H.C. DEED RECORDS OF HAYS COUNTY
- G.B.R.A. GUADALUPE-BLANCO RIVER AUTHORITY
- H.C.P.R. HAYS COUNTY PLAT RECORDS
- M.U.E. MUNICIPAL UTILITY EASEMENT
- NO. NUMBER
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
- O.S. OPEN SPACE
- PG. PAGE
- P.R.H.C. PLAT RECORDS OF HAYS COUNTY
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- RECORD CALL DOC. NO. 17016288
- RECPD CALL VOL. 18, PG. 68
- RECORD CALL VOL. 103, PG. 10
- RECORD CALL VOL. 2019, PG. 889
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/ "BGE, INC." CAP
- CALCULATED POINT
- PROPOSED SIDEWALK
- FEMA ZONE "AE"
- STREET NAME BREAK SYMBOL

TRAILS AT WINDY HILL
 PHASE 1
 DOC. NO. 19046208
 O.P.R.H.C.



CALLLED 12.565 ACRES MARIO DIEGO AND YASMIN DIEGO PEREZ DOC. NO. 17013654, O.P.R.H.C.

CALLLED 25.449 ACRES DELMAS V. LIPPARD, LORRAINE G. LIPPARD VOL. 2019, PG. 889, O.P.R.H.C.

CALLLED 25.449 ACRES DELMAS V. LIPPARD, LORRAINE G. LIPPARD VOL. 2019, PG. 889, O.P.R.H.C.

FINAL PLAT TRAILS AT WINDY HILL PHASE 3

A SUBDIVISION OF 18.564 ACRES OF LAND
 LOCATED IN THE
 SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
 HAYS COUNTY, TEXAS

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	103	14.080 AC.
RIGHT-OF-WAY	-	4.087 AC.
OPEN SPACE	4	0.397 AC.
TOTAL	107	18.564 AC.

OWNER: CONTINENTAL HOMES OF TEXAS, L.P.
 ADDRESS: 10700 PECAN PARK BLVD. SUITE 400
 AUSTIN, TX 78750
 PHONE: (512) 345-4663 FAX: _____

ACREAGE: 18.564 ACRES
 SURVEY: SAMUEL LITTLE SURVEY NO. 8 ABS NO. 286

NUMBER AND ACREAGE BY LOT TYPE: RESIDENTIAL: 103 LOTS/14.080 ACRES
 OPEN SPACE: 4 LOTS/0.397 ACRE
 RIGHT-OF-WAY: 4.087 ACRES

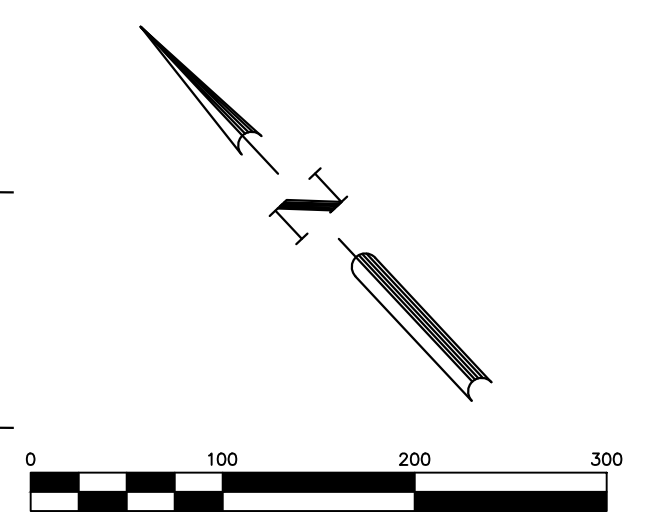
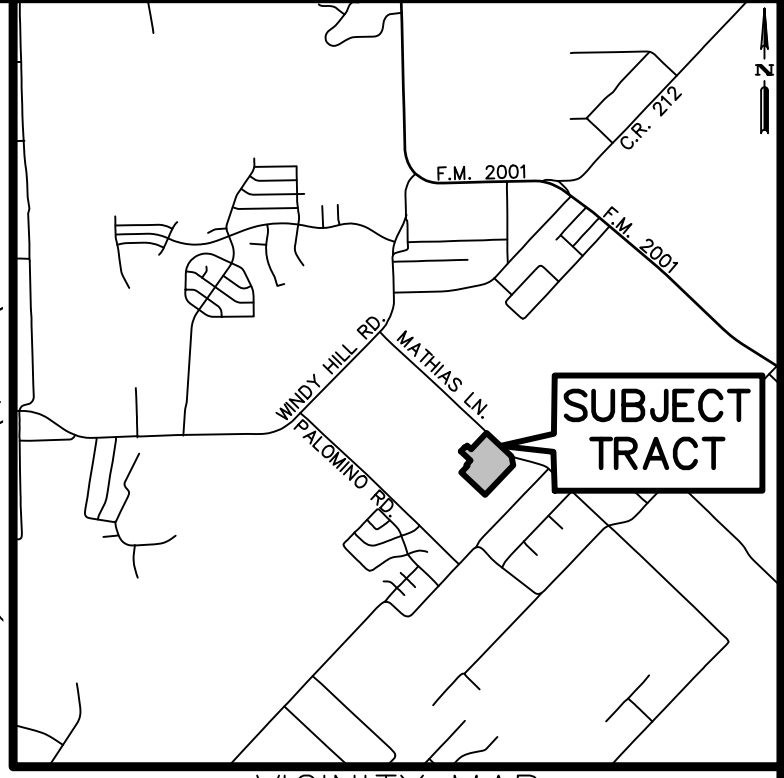
PLAT PREPARED: 12/31/2019

SURVEYOR: BGE, INC. (JONATHAN O. NOBLES, RPLS)
 PHONE: (512) 879-0441 FAX: _____

ENGINEER: BGE, INC. (TIMOTHY M. HOLLAND, PE)
 PHONE: (512) 879-0433 FAX: _____



BGE, Inc.
 101 West Louis Henna Blvd., Suite 400
 Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Registration No. F-1046
 TBPELS Licensed Surveying Firm No. 10106502



BEARING BASIS:
 BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COMBINED SCALE FACTOR = 0.9999091101

A FIFTEEN (15) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT M.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C2	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C3	23.56'	15.00'	90°00'00"	N 01°58'23" W	21.21'
C4	39.27'	25.00'	90°00'00"	S 88°01'37" W	35.36'
C5	10.40'	15.00'	39°42'54"	S 23°10'10" W	10.19'
C6	147.86'	50.00'	169°25'49"	N 88°01'37" E	99.57'
C7	10.40'	15.00'	39°42'54"	N 27°06'56" W	10.19'
C8	39.27'	25.00'	90°00'00"	N 88°01'37" E	35.36'
C9	10.40'	15.00'	39°42'54"	N 23°10'10" E	10.19'
C10	147.86'	50.00'	169°25'49"	S 88°01'37" W	99.57'
C11	10.40'	15.00'	39°42'54"	S 27°06'56" E	10.19'
C12	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C13	23.56'	15.00'	90°00'00"	S 01°58'23" E	21.21'
C14	10.40'	15.00'	39°42'54"	S 66°49'50" E	10.19'
C15	147.86'	50.00'	169°25'49"	N 01°58'23" W	99.57'
C16	10.40'	15.00'	39°42'54"	S 62°53'04" W	10.19'
C17	23.56'	15.00'	90°00'00"	N 01°58'23" W	21.21'
C18	23.56'	15.00'	90°00'00"	S 01°58'23" E	21.21'
C19	23.56'	15.00'	90°00'00"	S 88°01'37" W	21.21'
C20	39.27'	25.00'	90°00'00"	N 01°58'23" W	35.36'
C21	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C22	24.59'	50.00'	28°10'41"	N 17°24'03" E	24.34'
C23	39.42'	50.00'	45°10'24"	N 54°04'36" E	38.41'
C24	36.52'	50.00'	41°50'59"	S 82°24'43" E	35.71'
C25	39.34'	50.00'	45°05'02"	S 38°56'42" E	38.34'
C26	7.98'	50.00'	9°08'42"	S 11°49'50" E	7.97'
C27	2.48'	50.00'	2°50'43"	S 04°44'04" W	2.48'
C28	46.55'	50.00'	53°20'33"	S 32°49'42" W	44.89'
C29	36.52'	50.00'	41°50'59"	S 80°25'28" W	35.71'
C30	32.65'	50.00'	37°25'00"	N 59°56'32" W	32.08'
C31	29.65'	50.00'	33°58'33"	N 24°14'45" W	29.22'
C32	29.65'	50.00'	33°58'33"	N 69°42'01" W	29.22'
C33	49.19'	50.00'	56°21'47"	N 24°31'51" W	47.23'
C34	42.68'	50.00'	48°54'28"	N 28°06'16" E	41.40'
C35	26.34'	50.00'	30°11'01"	N 67°39'01" E	26.04'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 43°01'37" E	190.00'
L2	N 46°58'23" W	31.47'
L3	N 43°01'37" E	130.00'
L4	N 43°01'37" E	115.00'
L5	N 43°01'37" E	50.00'
L6	S 46°58'23" E	115.13'
L7	N 43°01'37" E	120.00'
L8	N 51°44'12" W	60.21'
L9	N 53°25'45" E	9.74'
L10	N 53°25'45" E	20.33'
L11	S 54°59'31" W	48.60'
L12	S 88°01'37" W	8.97'
L13	N 01°58'23" W	9.12'

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
60	F	5,200
61	F	5,200
62	F	6,500
63	F	5,200
64	F	6,500
65	F	7,931
66	F	6,749
67	F	5,400
68	F	6,750
69	F	5,400
70	F	7,911

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	K	7,752
2	K	5,200
3	K	6,500
4	K	5,200
5	K	6,451
6	K	6,189
7	K	12,748
8	K	7,754
9	K	5,524
10	K	4,600
11	K	5,750
12	K	5,750
13	K	5,750
14	K	6,766
15	K	7,152
16	K	6,000
17	K	6,600
18	K	6,000
19	K	4,800
20	K	4,800
21	K	6,000
22	K	7,200
23	K	6,008
24	K	4,980
25	K	6,271
26	K	7,477
27	K	5,200
28	K	6,500
29	K	5,200

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
33	M	7,085
34	M	4,813
35	M	4,814
36	M	6,019
37	M	6,020
38	M	4,798
39	M	6,472
40	M	12,593
41	M	7,937
42	M	4,767
43	M	5,064
44	M	6,328
45	M	6,326
46	M	6,302
47	M	1,869

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	L	7,002
2	L	4,700
3	L	4,700
4	L	4,700
5	L	5,875
6	L	4,700
7	L	4,700
8	L	5,875
9	L	7,050
10	L	5,875
11	L	4,700
12	L	4,700
13	L	7,002
14	L	7,002
15	L	4,700
16	L	4,700
17	L	5,875
18	L	7,050
19	L	5,875
20	L	4,700
21	L	4,700
22	L	5,875
23	L	4,700
24	L	4,700
25	L	4,700
26	L	6,916

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	N	1,867
2	N	6,296
3	N	6,314
4	N	5,049
5	N	5,048
6	N	6,009
7	N	12,363
8	N	4,590
9	N	4,807
10	N	6,298
11	N	5,020
12	N	5,003
13	N	6,230
14	N	4,965
15	N	4,948
16	N	6,162
17	N	7,359
18	N	6,104
19	N	4,864
20	N	4,847
21	N	6,036
22	N	6,009
23	N	7,177
24	N	4,763
25	N	4,747
26	N	2,570

FINAL PLAT
**TRAILS AT
WINDY HILL PHASE 3**

A SUBDIVISION OF 18.564 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\DR\Horton\7251-00_Windy_Hills_Ph3\06_Survey\04_Finals\Drawings\7251-00_Windy_Hills_Ph3\06_Survey\11/23/2020 10:08 AM mmiskok 1:0

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, L.P., BEING THE OWNER OF AN 81.3113 ACRE TRACT OF LAND OUT OF THE SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286, SITUATED IN HAYS COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED AS RECORDED IN INSTRUMENT NUMBER 18043360 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 18.564 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TRAILS AT WINDY HILL PHASE 3

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

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

ADIB KHOURY, ASSISTANT SECRETARY
CONTINENTAL HOMES OF TEXAS, L.P.
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADIB KHOURY, 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 PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

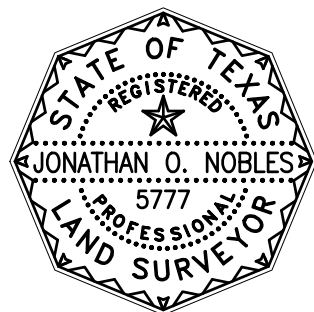
PRINT NOTARY'S NAME _____
MY COMMISSION EXPIRES _____

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE _____



STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED DIRECTOR OF THE HAYS COUNTY DEVELOPMENT 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 KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN DOCUMENT NUMBER _____

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

ELAINE H. CARDENAS, MBA, PhD
COUNTY CLERK
HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/ INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

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

TRAILS AT WINDY HILL PHASE 3 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE NORTH HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER
GOFORTH SPECIAL UTILITY DISTRICT

DATE _____

MICHAEL CHASE, PRESIDENT
NORTH HAYS COUNTY M.U.D. NO. 1

DATE _____

THIS PLAT WAS REVIEWED BY THE CITY OF KYLE PLANNING & ZONING COMMISSION, AND HEREBY APPROVED ON THIS THE ____ DAY OF _____, 20____, A.D.

CITY OF KYLE, PLANNING & ZONING
COMMISSION CHAIRPERSON

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE AND HAYS COUNTY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0293F AND 4209C0291F, REVISED SEPTEMBER 2, 2005. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY (LIMITS OF DETAILED STUDY STOP AT THE SOUTH BOUNDARY LINE OF THE PARENT TRACT).
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.

- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
- GAS IS PROVIDED BY CENTERPOINT ENERGY.
- TELEPHONE/CABLE PROVIDED BY FRONTIER.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- WASTEWATER SERVICES ARE PROVIDED BY NORTH HAYS COUNTY MUD #1 AND OPERATED BY GUADALUPE-BLANCO RIVER AUTHORITY OF TEXAS.
- WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
- TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
- THE TOTAL NUMBER OF LOTS (RIGHT-OF-WAY DEDICATIONS NOT INCLUDED) IS 104. THE AVERAGE LOT SIZE IS 0.136 ACRE. THE NUMBER OF LOTS GREATER THAN 10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 5-10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 2-5 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 1-2 ACRES IS 0. THE NUMBER OF LOTS SMALLER THAN 1 ACRE IS 104.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.
- THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
- ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE LOCATIONS SCALED FROM THE TEXAS GLO GIS DATA, THE PLAT OF COUNTRY ACRES SECTION ONE AND AS DESCRIBED ON THE ORIGINAL 33.99 AND 100 ACRE TRACTS OF LAND DESCRIBED IN VOLUME 155, PAGES 485 AND 532 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721, OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

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

GUADALUPE-BLANCO RIVER AUTHORITY NOTES:

- THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY IN THE AREAS DESIGNATED ON THIS PLAT AS "SANITARY SEWER" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, INSPECTING, REPAIRING, REMOVING, AND RELOCATING BURIED AND/OR EXPOSED SANITARY SEWER FACILITIES AND APPURTENANCES.
- TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, GBRA SHALL HAVE THE RIGHT TO REMOVE SAID LANDS OF ALL TREES OR PARTS THEREOF, OR ANY OTHER OBSTRUCTIONS WHICH MAY ENDANGER, OR INTERFERE WITH MAINTENANCE OF, THE FACILITIES AND APPURTENANCES.
- OTHER UTILITIES, STRUCTURES, GRADING, DRAINAGE, DETENTION/RETENTION PONDS, LANDSCAPING, TREES, ROADS, PARKING LOTS, FENCES, WALLS, CONSTRUCTION OF ANY TYPE, OR ANY OTHER IMPROVEMENTS OR OBSTRUCTIONS, ARE NOT ALLOWED WITHIN GBRA EASEMENTS.
- DESIGNS FOR ANY PROPOSED ALTERATIONS OR CROSSINGS OF GBRA EASEMENTS MUST BE APPROVED IN WRITING BY GBRA AND THE INSTALLATION OF SUCH MUST BE INSPECTED AND APPROVED BY GBRA.
- MAINTENANCE OF EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
- THE PROPERTY OWNER MUST INSTALL 16 FOOT GATES IN ANY FENCES THAT CROSS GBRA UTILITIES; GATES MUST BE CENTERED ACROSS GBRA UTILITIES.
- CUSTOMER SANITARY SEWER SERVICES SHALL NOT BE INSTALLED WITHIN FENCED AREAS.



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

FINAL PLAT TRAILS AT WINDY HILL PHASE 3

A SUBDIVISION OF 18.564 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS



CITY OF KYLE, TEXAS

Casetta Ranch Section Two - Final Plat (SUB-20-0111)

Meeting Date: 2/9/2021
Date time:6:30 PM

Subject/Recommendation: Casetta Ranch Section Two - Final Plat (SUB-20-0111) 17.0951 acres; 76 residential lots, 1 pocket park and 1 drainage lot for property located on Bunton Lane Road at the intersection of Goforth Road.

Staff Proposal to P&Z: Approve the Final Plat.

Other Information: Please see attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

Final Plat

C A S E T T A R A N C H

S E C T I O N T W O

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

THAT WE, CLAYTON PROPERTIES GROUP, INC. A TENNESSEE CORPORATION, DOING BUSINESS IN TEXAS AS BROHN HOMES, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 6720 VAUGHT RANCH ROAD, SUITE 200, AUSTIN, TEXAS 78730, OWNER OF 97.646 ACRES OUT OF THE MILTON B. ATKINSON SURVEY, No. 110, ABSTRACT No. 21 AND THE JOHN STEWART LEAGUE, ABSTRACT No. 14, IN HAYS COUNTY, CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT No. 19010347, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 17.0951 ACRES OUT OF 97.646 ACRES OF LAND OUT OF THE MILTON B. ATKINSON SURVEY, No. 110, ABSTRACT No. 21 AND THE JOHN STEWART LEAGUE, ABSTRACT No. 14, IN HAYS COUNTY TO BE KNOWN AS

C A S E T T A R A N C H S E C T I O N T W O

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS: THE OWNERS OF THE LAND SHOWN ON THIS PLAT WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED. I (WE) FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT. I (WE) FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY; I (WE), MY (OUR) SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT I (WE) MAY HAVE AS A RESULT OF THE DEDICATION OF EXACTIONS MADE HEREIN.

OWNER: CLAYTON PROPERTIES GROUP, INC
DBA: BROHN HOMES
ATTN: ADAM BOENIG, VICE PRESIDENT
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN TEXAS 78730

***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 ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED. GIVEN UPON MY HAND AND SEAL OF OFFICE THIS DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: "

SIGNATURE OF PARTY WITH MORTGAGE OR LIEN INTEREST _____

STATE OF TEXAS:
COUNTY OF HAYS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, _____, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

JURISDICTION:

THIS SUBDIVISION LIES WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF KYLE, TEXAS, THIS THE ___ DAY OF _____, 20____, A.D.

ENGINEER'S CERTIFICATION:

I, J. ADAM BERRY, AM LICENSED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND IS IN GENERAL ACCORDANCE WITH THE REGULATIONS OF THE CITY OF KYLE.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NUMBER 48209C0405F, DATED 9/2/2005.

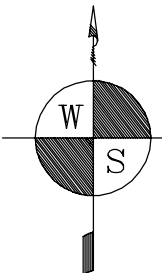
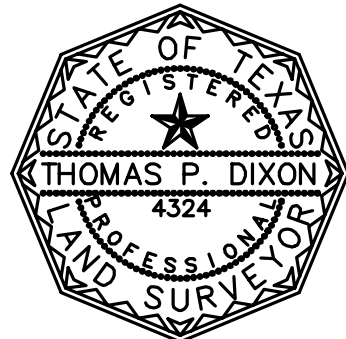
J. ADAM BERRY, P.E.
SEAL# 120743

SURVEYOR'S CERTIFICATION:

I, THOMAS P. DIXON, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON MARCH 27, 2019.

THOMAS P. DIXON R.P.L.S. #4324

2/3/2021
DATE



WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0176
Phone: 512-481-9602
www.waterloosurveyors.com
T.B.P.L.S. FIRM#10124400
J15343P Ph2
DRAWN BY: BOBO
PARTY CHIEF: P.Teal, C.Dorval

Item # 4

SUBDIVISION: CASSETTA RANCH SUBDIVISION
OWNER: CLAYTON PROPERTIES GROUP, INC.
DBA: BROHN HOMES

SCALE: 50 SCALE
DATE OF PREPARATION: 12/3/2019
PARENT SURVEY: 97.646 ACRES OUT OF THE MILTON B. ATKINSON SURVEY, No. 110, ABSTRACT No. 21 AND THE JOHN STEWART LEAGUE, ABSTRACT No. 14, IN HAYS COUNTY.

NUMBER & ACRAGE BY LOT TYPE:
RESIDENTIAL LOTS: 76 LOTS/12.7179 ACRES
OPEN SPACE: 1 POCKET PARK/0.4262 ACRES
1 DRAINAGE LOT/0.3525 ACRES
RIGHT-OF-WAY: 3.5667 ACRES

REVIEWED BY:

CITY ENGINEER _____

DIRECTOR OF PUBLIC WORKS _____

PLANNING AND ZONING COMMISSION CERTIFICATION:

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING DEPARTMENT OF THE CITY OF KYLE, AND IS HEREBY CONSIDERED AND APPROVED BY THE PLANNING AND ZONING COMMISSION.

DATED THIS ___ DAY OF _____, 20____.

MADAM CHAIRPERSON OF PLANNING AND ZONING COMMISSION _____

STATE OF TEXAS:
COUNTY OF HAYS:

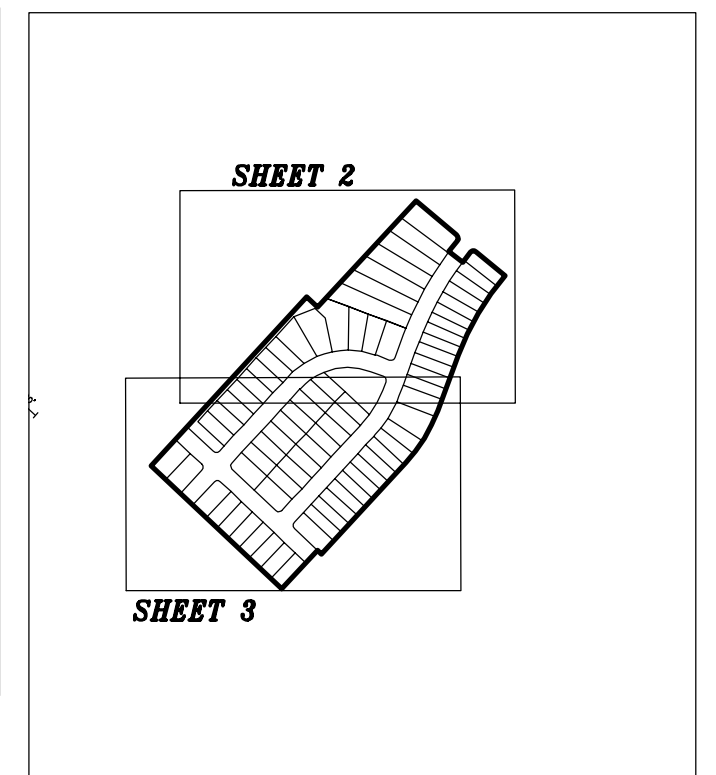
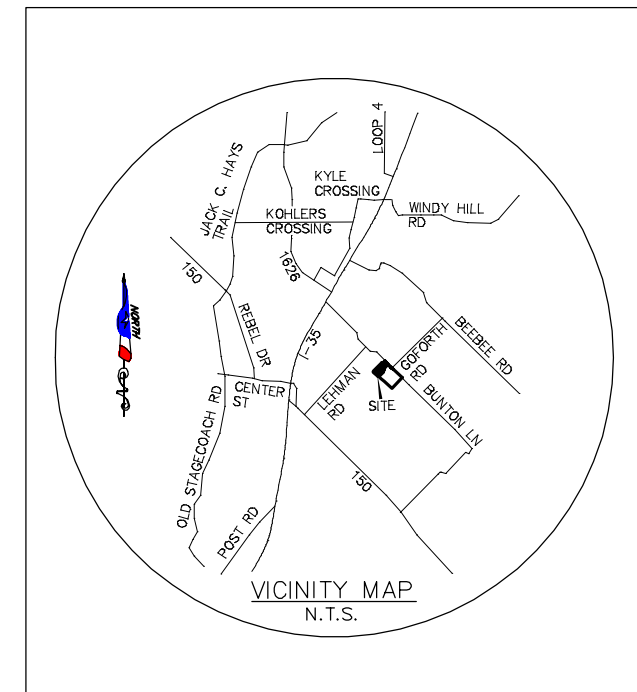
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 20___, AT ___ O'CLOCK ___ M., IN THE DULY RECORDED ON THE ___ DAY OF _____, A.D., 20___ AT ___ O'CLOCK ___ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN DOCUMENT NO. _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ___ DAY OF _____, 20___, A.D.

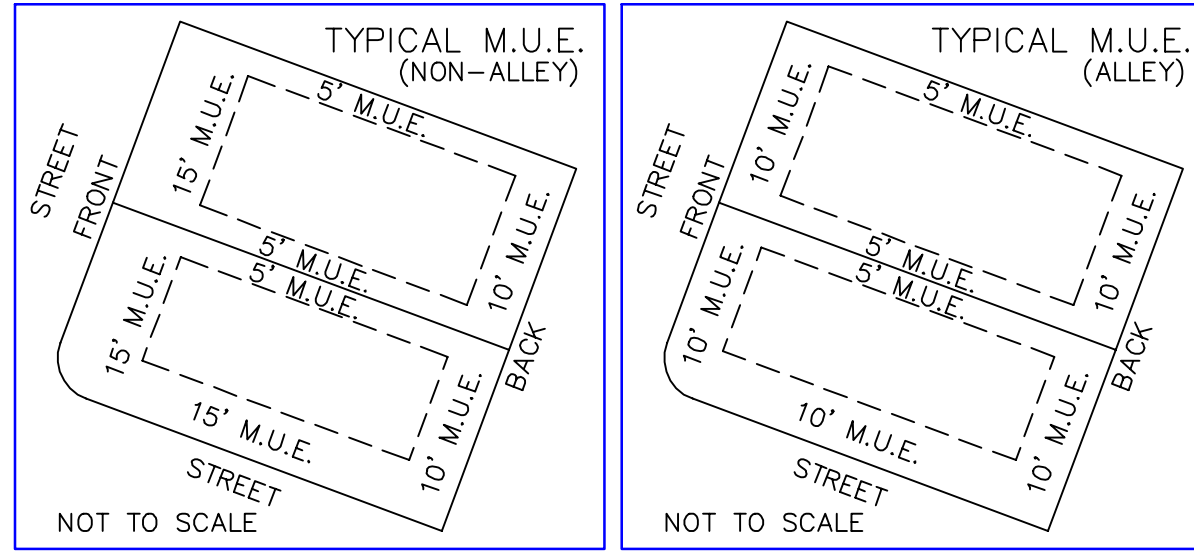
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

GENERAL NOTES:

1. THE PROVISIONS OF THE CITY OF KYLE DEVELOPMENT CODE AND THE PROVISIONS OF THE APPROVED DEVELOPER AGREEMENT SHALL GOVERN THIS PROPERTY.
2. ALL DEVELOPMENT WITHIN THIS SUBDIVISION MUST ADHERE TO THE CITY OF KYLE ZONING/SUBDIVISION ORDINANCE AND THE DEVELOPMENT AGREEMENT APPROVED JULY 17, 2019, INCLUDING AMENDMENTS RECORDED IN HAYS COUNTY OFFICIAL PUBLIC RECORDS DOC. NO. 19031785.
3. THE FULLY DEVELOPED CONCENTRATED STORM RUNOFF FOR 100 YEAR STORM SHALL BE CONTAINED WITHIN DRAINAGE EASEMENTS AND RIGHT-OF-WAY.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNING BODY.
6. ALL STREETS IN THIS SUBDIVISION ARE PUBLIC STREETS.
7. ALL ALLEYS IN THIS SUBDIVISION ARE PRIVATE AND SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
8. FOR A MINIMUM TRAVEL DISTANCE OF 25' FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY CITY OF KYLE.
9. ALL STREETS, DRAINAGE, SIDEWALKS, EROSION CONTROLS AND WATER AND WASTEWATER LINES ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF KYLE STANDARDS.
10. OPERATION AND MAINTENANCE OF THE DETENTION POND FACILITIES SERVING ALL SINGLE FAMILY LOTS WILL BE OWNED AND OPERATED BY THE HOMEOWNER'S ASSOCIATION.
11. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING AND OTHER STRUCTURES SHALL BE PERMITTED IN DRAINAGE EASEMENTS. FENCES ARE ALLOWED ALONG LOT LINES ONLY, PROVIDED THEY DO NOT OBSTRUCT FLOW FOR SURFACE USE DRAINAGE EASEMENTS.
12. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS, AS FOLLOWS: LOCAL STREETS, 4' BOTH SIDES, COLLECTOR STREETS, 4' BOTH SIDES. 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. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES. PEDESTRIAN RAMPS SHALL BE INSTALLED WITH STREET CONSTRUCTION.
13. WATER SERVICE WILL BE PROVIDED BY CITY OF KYLE.
14. WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF KYLE.
15. THERE ARE NO ENVIRONMENTALLY SENSITIVE AREAS DISCOVERED WITHIN THIS SITE.
16. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, SITE DEVELOPMENT PERMITS AND BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
17. MUNICIPAL UTILITY EASEMENTS TO BE USED FOR UTILITY SERVICE PROVIDED TO LOTS WITHIN THIS SUBDIVISION ONLY; NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS DESCRIBED IN THE DEVELOPMENT AGREEMENT.
18. BUILDING COVERAGE LIMITATION SHALL BE GOVERNED BY THE DEVELOPMENT AGREEMENT.
19. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION AND SIMILAR LINES SHALL BE PLACED UNDERGROUND. SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE. AS AUTHORIZED BY V.T.C.A., LOCAL GOVERNMENT CODE CH. 212, THE CITY COUNCIL MAY WAIVE THIS REQUIREMENT FOR GOOD CAUSE AND PERMIT SUCH LINES TO BE INSTALLED ABOVE GROUND.
20. LOT 1, BLOCK J IS DESIGNATED AS OPEN SPACE AND SHALL BE DEEDED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
21. SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO SECTION 2.02 OF THE DEVELOPMENT AGREEMENT.
22. ALL EXISTING EASEMENTS ARE SHOWN AND NOTED ON THE PLAT.
23. POST-CONSTRUCTION STORM WATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
24. OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
25. FOR ALL ALLEY LOAD LOTS WITH A WIDTH OF 35- FEET AND/OR A WIDTH OF 40- FEET, ONE 10- FOOT MUE IS HEREBY DEDICATED ADJACENT TO THE FRONT YARD PUBLIC STREET ROW, ONE 5- FOOT MUE IS HEREBY DEDICATED TO EACH SIDE LOT LINE, EXCEPT FOR CORNER LOTS WHICH WILL HAVE A 10- FOOT MUE DEDICATED, AND ONE REAR 10- FOOT MUE DEDICATED. ALL OTHER LOTS WILL HAVE A FRONT 15- FOOT MUE ADJACENT TO ALL PUBLIC STREET ROW, ONE 5- FOOT SIDE MUE FOR EACH SIDE LOT LINE, AND ONE REAR 10- FOOT MUE HEREBY DEDICATED.
26. LOT 22, BLOCK R IS DESIGNATED AS DRAINAGE EASEMENT AND SHALL BE DEEDED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.



CASETTA RANCH SECTION TWO



LEHMAN HIGH SCHOOL SUBDIVISION
(VOL. 12, PG. 324)

CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
(DOC# 20023441)

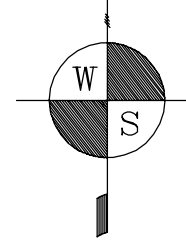
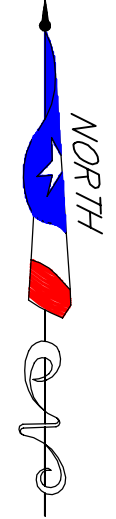
SAFE-N-SOUND SELF STORAGE, LLC
(DOC# 17011113)

LENNOX DR.
60' R.O.W.

CATALINA DR.
60' R.O.W.

CASETTA RANCH POOL SECTION
(DOC# 20023060)

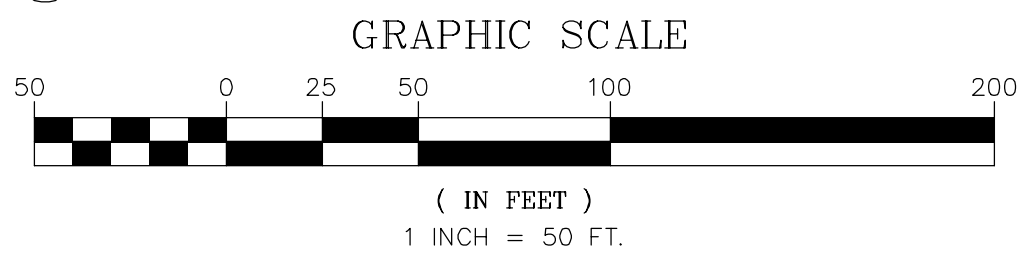
SEE SHEET 3



WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0176
Phone: 512-481-9602
www.waterlosurveyors.com
T.B.P.L.S. FIRM#10124400
J15343P Ph2
DRAWN BY: BOBO
PARTY CHIEF: P.Teal, C.Dorval

LEGEND
 FOUND CORNER ●
 FOUND 1/2" IRON ROD ●
 FOUND IRON ROD W/CAP ●
 FOUND 1/2" IRON PIPE ●
 SET 1/2" IRON ROD W/CAP ○
 LABELED "WATERLOO RPLS 4324" ○
 SIDEWALK - - - - -

Item # 4



SHEET
2
OF 4

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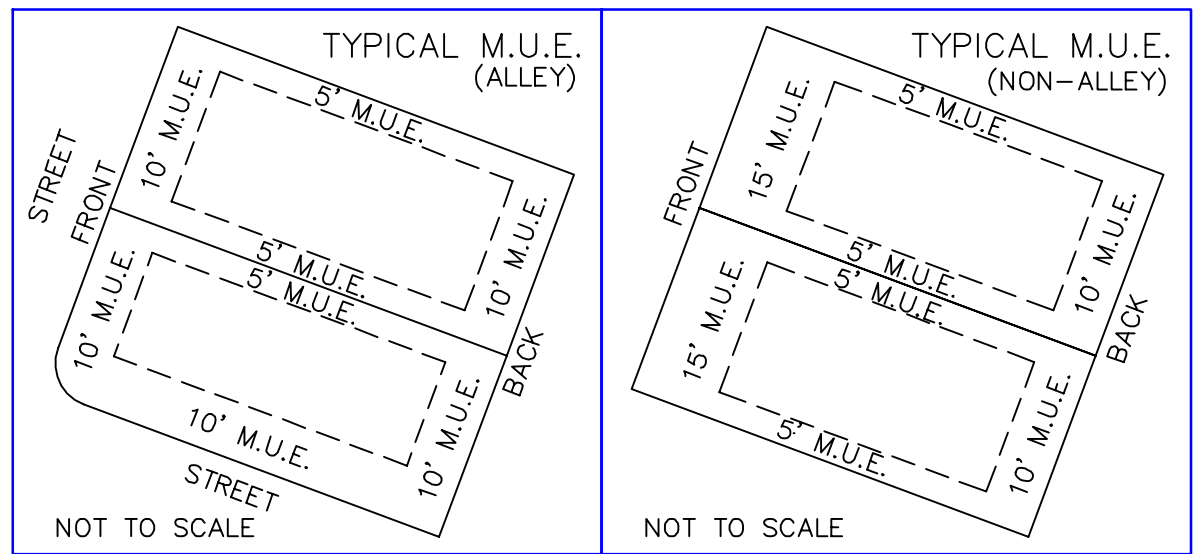
CASSETTA RANCH

SECTION TWO

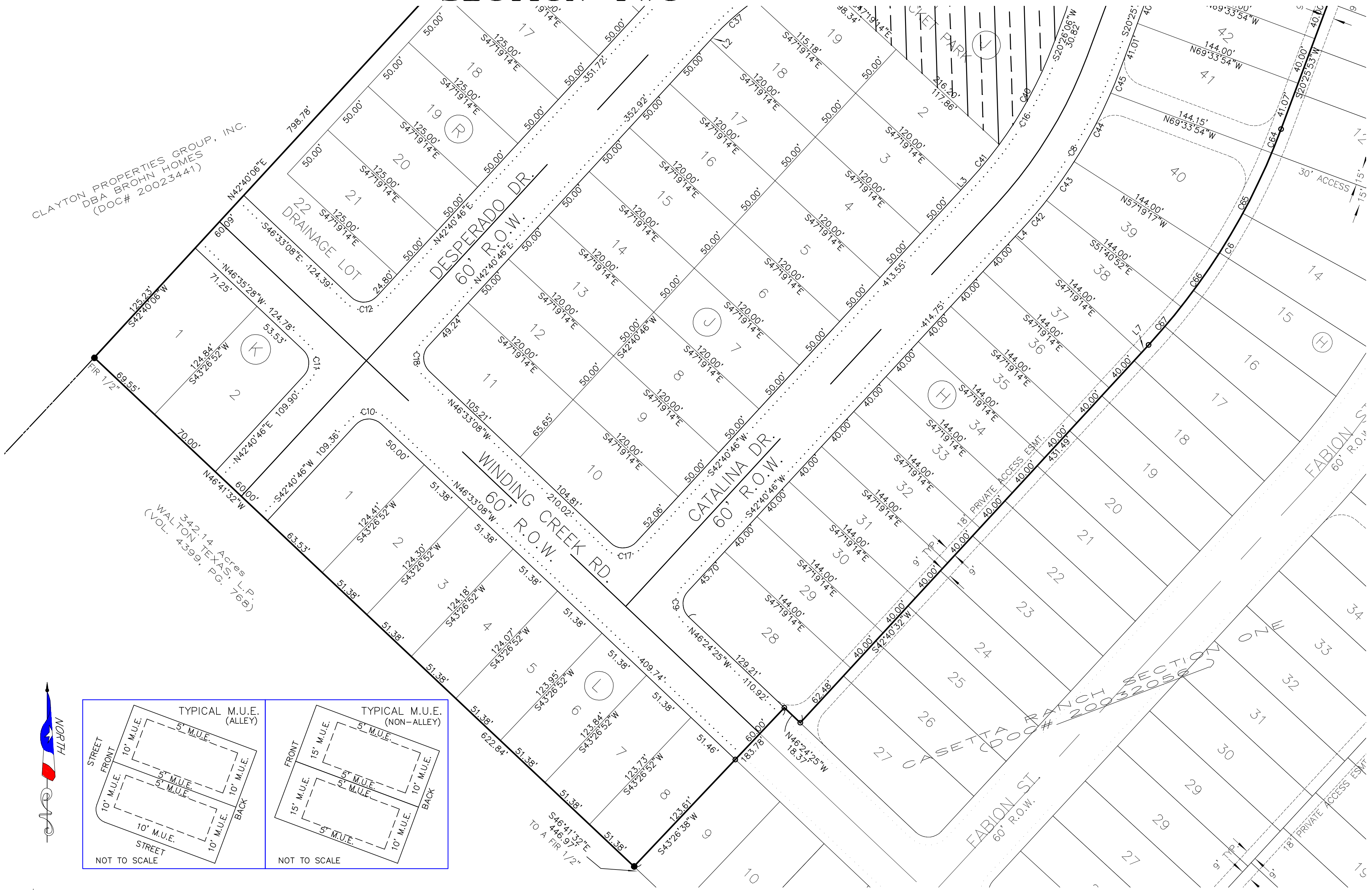
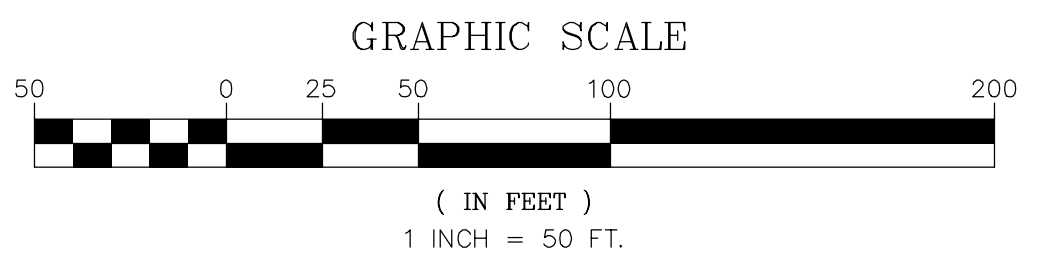
SEE SHEET 2

CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
(DOC# 20023441)

342.14 Acres L.P.
WALTON, TEXAS, PG. 76B)
(VOL. 4399, PG. 76B)



LEGEND
FOUND CORNER
FOUND 1/2" IRON ROD
FOUND IRON ROD W/CAP
FOUND 1/2" IRON PIPE
SET 1/2" IRON ROD W/CAP
LABELED "WATERLOO RPLS 4324"
SIDEWALK
Item # 4



CASSETTA RANCH

SECTION TWO

CURVE TABLE					
NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	89°15'14"	23.37'	15.00'	S5°13'12"E	21.07'
C2	2°22'14"	46.89'	1133.34'	S38°13'31"W	46.89'
C3	2°16'53"	43.16'	1083.87'	N38°11'23"E	43.16'
C4	93°06'44"	23.91'	14.71'	N84°44'40"E	21.36'
C5	19°43'02"	321.42'	934.00'	S30°17'24"W	319.84'
C6	22°14'40"	213.92'	551.00'	S31°33'12"W	212.58'
C7	16°36'38"	312.54'	1078.06'	S28°44'26"W	311.44'
C8	22°13'42"	157.95'	407.12'	N31°33'57"E	156.96'
C9	89°13'42"	23.36'	15.00'	S1°56'11"E	21.07'
C10	90°46'25"	23.76'	15.00'	S88°03'49"W	21.35'
C11	89°13'30"	23.36'	15.00'	N1°56'11"W	21.07'
C12	90°45'48"	23.76'	15.00'	N88°03'49"E	21.35'
C13	67°45'17"	337.03'	285.00'	S76°33'26"W	317.73'
C14	90°00'08"	23.56'	15.00'	N65°26'06"E	21.21'
C15	16°36'23"	330.00'	1138.58'	S28°44'23"W	328.85'
C16	22°14'40"	134.72'	347.00'	N31°33'26"E	133.87'
C17	90°45'34"	23.76'	15.00'	N88°03'49"E	21.35'
C18	89°13'51"	23.36'	15.00'	S1°56'11"E	21.07'
C19	67°45'20"	266.08'	225.00'	S76°33'26"W	250.84'
C20	89°59'59"	23.56'	15.00'	N24°33'54"W	21.21'
C21	2°37'15"	52.07'	1138.39'	S38°05'37"W	52.07'
C22	2°30'59"	50.00'	1138.39'	S35°31'30"W	50.00'
C23	2°30'59"	50.00'	1138.39'	S33°00'30"W	50.00'
C24	2°30'59"	50.00'	1138.39'	S30°29'31"W	50.00'
C25	2°30'59"	50.00'	1138.39'	S27°58'31"W	50.00'
C26	2°30'59"	50.00'	1138.39'	S25°27'32"W	50.00'
C27	2°30'59"	50.00'	1138.39'	S22°56'32"W	50.00'
C28	1°14'44"	24.75'	1138.39'	S21°03'40"W	24.75'
C29	1°16'34"	6.35'	285.00'	N70°12'10"W	6.35'
C30	9°28'35"	47.14'	285.00'	N75°34'45"W	47.08'
C31	9°26'47"	46.99'	285.00'	N85°02'26"W	46.94'
C32	11°33'00"	57.45'	285.00'	S84°27'40"W	57.35'
C33	11°15'48"	56.03'	285.00'	S73°03'16"W	55.94'
C34	9°59'44"	49.72'	285.00'	S62°25'30"W	49.66'
C35	10°06'10"	50.25'	285.00'	S52°22'33"W	50.19'
C36	4°38'42"	23.10'	285.00'	S45°00'07"W	23.10'
C37	11°52'45"	46.65'	225.00'	S48°37'08"W	46.57'
C38	13°27'58"	52.88'	225.00'	S61°17'30"W	52.76'
C39	42°24'38"	166.55'	225.00'	S89°13'47"W	162.77'
C40	15°52'21"	96.13'	347.00'	N28°22'17"E	95.82'
C41	6°22'19"	38.59'	347.00'	N39°29'37"E	38.57'
C42	4°21'38"	30.98'	407.00'	N40°29'57"E	30.97'
C43	5°38'25"	40.06'	407.00'	N35°29'55"E	40.05'
C44	9°12'21"	65.39'	407.00'	N28°04'33"E	65.32'
C45	3°02'16"	21.58'	407.00'	N21°57'14"E	21.58'
C46	1°44'34"	32.79'	1078.00'	S21°18'23"W	32.79'
C47	2°01'14"	38.02'	1078.00'	S23°11'18"W	38.02'
C48	2°00'08"	37.67'	1078.00'	S25°11'59"W	37.67'
C49	2°00'41"	37.84'	1078.00'	S27°12'23"W	37.84'
C50	2°17'56"	43.25'	1078.00'	S29°21'41"W	43.25'
C51	2°17'56"	43.25'	1078.00'	S31°39'37"W	43.25'
C52	2°17'56"	43.25'	1078.00'	S33°57'32"W	43.25'
C53	2°21'29"	44.37'	1078.00'	S36°17'15"W	44.36'
C54	1°52'40"	35.33'	1078.00'	S38°24'19"W	35.33'
C55	2°47'52"	45.61'	933.97'	S38°45'14"W	45.60'
C56	2°14'47"	36.62'	933.97'	S36°13'55"W	36.61'
C57	2°17'57"	37.48'	933.97'	S33°57'33"W	37.47'
C58	2°17'57"	37.48'	933.97'	S31°39'37"W	37.47'
C59	2°17'57"	37.48'	933.97'	S29°21'40"W	37.47'
C60	2°00'42"	32.79'	933.97'	S27°12'21"W	32.79'
C61	2°00'42"	32.79'	933.97'	S25°11'39"W	32.79'
C62	2°00'42"	32.79'	933.97'	S23°10'57"W	32.79'
C63	1°44'31"	28.40'	933.97'	S21°18'21"W	28.40'
C64	2°14'15"	21.52'	550.99'	N21°33'00"E	21.52'
C65	10°00'03"	96.17'	550.99'	N27°40'09"E	96.05'
C66	5°38'26"	54.24'	550.99'	N35°29'24"E	54.22'
C67	4°21'56"	41.98'	550.99'	N40°29'35"E	41.97'

LINE TABLE		
NUM	BEARING	DISTANCE
L1	N42°40'46"E	26.92'
L2	N42°40'46"E	3.68'
L3	S42°40'46"W	11.49'
L4	S42°40'46"W	9.05'
L5	S20°25'56"W	5.05'
L6	S20°25'53"W	5.05'
L7	S42°40'32"W	9.01'
L8	N67°20'26"E	10.99'

LAND USE AREAS	
PHASE 2	17.0951 ac.
R.O.W.	3.5667 ac.
BLOCK H	3.8622 ac.
BLOCK J	2.9733 ac.
BLOCK K	0.3993 ac.
BLOCK L	1.2068 ac.
BLOCK R	5.0842 ac.

BEING 17.0951 ACRES OUT OF 97.646 ACRES OF LAND OUT OF THE MILTON B. ATKINSON SURVEY No. 110 ABSTRACT No. 21 AND THE JOHN STEWART LEAGUE ABS No. 14 IN HAYS COUNTY AND BEING THE SAME TRACT CONVEYED TO CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROHN HOMES AS RECORDED IN DOCUMENT No. 19010347, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 17.0951 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST LINE OF SAID 97.646 ACRES, ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO SAFE-N-SOUND SELF STORAGE, LLC., RECORDED IN DOCUMENT No. 17011113, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

THENCE WITH THE EAST LINE OF SAID 97.646 ACRES AND THE EAST LINE OF SAID SAFE-N-SOUND TRACT, N42°49'10"E FOR A DISTANCE OF 503.22 FEET TO A SET CAPPED IRON ROD STAMPED "WATERLOO RPLS 4324" FOR THE MOST NORTHERN CORNER OF HEREIN DESCRIBED 17.0951 ACRES, AND BEING THE WESTERN MOST CORNER OF CASSETTA RANCH SUBDIVISION, SECTION ONE RECORDED IN DOCUMENT No. _____, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, FROM WHICH A FOUND 1/2" IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BUNTON CREEK ROAD, WHOSE R.O.W. WIDTH VARIES, ALSO BEING THE NORTHWEST CORNER OF SAID 97.646 ACRES AND THE NORTHEAST CORNER OF SAID SAFE-N-SOUND TRACT BEARS N42°48'53"E AT A DISTANCE OF 329.56 FEET;

THENCE WITH THE WEST LINE OF SAID CASSETTA RANCH, SECTION ONE THE FOLLOWING THIRTEEN (13) CALLS:

- 1.) S49°52'28"E FOR A DISTANCE OF 184.40 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET;
- 2.) FOLLOWING SAID CURVE FOR A LENGTH OF 23.37 FEET, WHOSE CHORD BEARS S5°13'12"E FOR A DISTANCE OF 21.07 FEET TO A POINT OF REVERSE CURVATURE, HAVING A RADIUS OF 1133.34 FEET TO THE LEFT;
- 3.) FOLLOWING SAID CURVE FOR A LENGTH OF 46.89 FEET, WHOSE CHORD BEARS S38°13'31"W FOR A DISTANCE OF 46.89 FEET TO AN ANGLE POINT;
- 4.) S52°57'23"E FOR A DISTANCE OF 60.00 FEET TO A POINT ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1083.87 FEET;
- 5.) FOLLOWING SAID CURVE FOR A LENGTH OF 43.16 FEET, WHOSE CHORD BEARS N38°11'23"E FOR A DISTANCE OF 43.16 FEET TO A POINT OF COMPOUND CURVATURE, CURVING TO THE RIGHT HAVING A RADIUS OF 14.71 FEET;
- 6.) FOLLOWING SAID CURVE FOR A LENGTH OF 23.91 FEET, WHOSE CHORD BEARS N84°44'40"E FOR A DISTANCE OF 21.36 FEET TO A POINT OF TANGENCY;
- 7.) S49°51'04"E FOR A DISTANCE OF 128.90 FEET TO A POINT FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 934.00 FEET;
- 8.) FOLLOWING SAID CURVE FOR A LENGTH OF 321.42 FEET WHOSE CHORD BEARS S30°17'24"W FOR A DISTANCE OF 319.84 FEET TO A POINT OF TANGENCY;
- 9.) S20°25'53"W FOR A DISTANCE OF 206.07 FEET TO POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 551.00 FEET;
- 10.) FOLLOWING SAID CURVE FOR A LENGTH OF 213.92 FEET WHOSE CHORD BEARS S31°33'12"W FOR A DISTANCE OF 212.58 FEET TO A POINT OF TANGENCY;
- 11.) S42°40'32"W FOR A DISTANCE OF 431.49 FEET TO AN ANGLE POINT;
- 12.) N46°24'25"W FOR A DISTANCE OF 18.37 FEET TO AN ANGLE POINT;
- 13.) S43°26'38"W FOR A DISTANCE OF 183.78 FEET TO A POINT IN THE SOUTH LINE OF SAID 97.646 ACRES TRACT, ALSO BEING THE NORTH LINE OF THAT CERTAIN 342.14 ACRE TRACT CONVEYED TO WALTON TEXAS, L.P. RECORDED IN VOLUME 4399, PAGE 768, DEED RECORDS OF HAYS COUNTY, TEXAS, FROM WHICH A FOUND 1/2" IRON ROD IN THE SOUTH LINE OF SAID 97.646 ACRE TRACT BEARS S46°41'32"E AT A DISTANCE OF 446.97 FEET;

THENCE WITH THE SOUTH LINE OF SAID 97.646 ACRE TRACT AND SAID WALTON TRACT, N46°41'32"W FOR A DISTANCE OF 622.84 FEET TO A FOUND 1/2" IRON ROD IN THE EAST LINE OF THAT CERTAIN TRACT CONVEYED TO JANSEN EQUIPMENT INC. RECORDED IN VOLUME 4335, PAGE 867, DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING THE SOUTHWEST CORNER OF SAID 97.646 ACRES AND THE NORTHWEST CORNER OF SAID WALTON TRACT, ALSO BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE N42°40'06"E FOR A DISTANCE OF 798.78 FEET TO A FOUND "X" FOR THE NORTHEAST CORNER OF SAID JANSEN TRACT AND AN ANGLE POINT IN THE WEST LINE OF HEREIN DESCRIBED TRACT, ALSO BEING IN THE SOUTH LINE OF THE AFOREMENTIONED SAFE-N-SOUND TRACT, FROM WHICH A FOUND 1/2" IRON ROD IN THE EAST LINE OF THAT CERTAIN LEHMAN HIGH SCHOOL SUBDIVISION, RECORDED IN VOLUME 12, PAGE 324, PLAT RECORDS OF HAYS COUNTY, TEXAS, ALSO BEING THE SOUTHWEST CORNER OF SAID SAFE-N-SOUND TRACT BEARS N47°08'10"W AT A DISTANCE OF 384.57 FEET;

THENCE WITH THE SOUTH LINE OF SAID SAFE-N-SOUND TRACT S47°20'34"E FOR A DISTANCE OF 51.95 FEET TO THE POINT OF BEGINNING, CONTAINING 17.0951 ACRES, MORE OR LESS.

WATERLOO SURVEYORS INC.
 PO BOX 160176
 AUSTIN, TEXAS 78716-0176
 Phone: 512-481-9602
 www.waterloosurveyors.com
 T.B.P.L.S. FIRM#10124400
 J15343P Ph2
 DRAWN BY: BOBO
 PARTY CHIEF: P.Teal, C.Dorval



CITY OF KYLE, TEXAS

Plum Creek Phase 1, Section 7B - Final Plat (SUB-20-0132)

Meeting Date: 2/9/2021
Date time:6:30 PM

Subject/Recommendation: Plum Creek Phase 1, Section 7B - Final Plat (SUB-20-0132) 23.492 acres; 2 mixed-use lots for property located north and along Kohler's Crossing, east of and along existing and future Marketplace Ave.

Staff Proposal to P&Z: Approve the Final Plat.

Other Information: See attachment.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

Final Plat

FINAL PLAT

PLUM CREEK PHASE 1, SECTION 7B

HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, MOUNTAIN PLUM, LTD., A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 4040 BROADWAY, SUITE 501, SAN ANTONIO, TEXAS 78209, BEING THE OWNER OF 23.492 ACRES IN THE JOHN COOPER SURVEY, ABSTRACT 100, THE JESSE DAY SURVEY NO. 162, ABSTRACT 152 AND THE JESSE DAY SURVEY, ABSTRACT 159, BEING A PORTION OF A CERTAIN CALLED 185.77 ACRE TRACT DESIGNATED AS TRACT 4, EXHIBIT "A" AND DESCRIBED IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 23.492 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE **PLUM CREEK PHASE 1, SECTION 7B** SUBDIVISION TO THE CITY OF KYLE, TEXAS, AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER PUBLIC RIGHT OF WAY AND DRAINS, EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN, EXCEPT AREAS IDENTIFIED AS PRIVATE OR CREATED BY SEPARATE INSTRUMENT, FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WHEREOF THE SAID MOUNTAIN PLUM, LTD., OWNER, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS GENERAL PARTNER, MP GENERAL, LLC, A TEXAS LIMITED LIABILITY COMPANY, THEREUNTO DULY AUTHORIZED, GENERAL PARTNER HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS MANAGERS, _____, _____, AND MOUNTAINCITYLAND, LLC HAS CAUSED THESE PRESENTS TO BE EXECUTED BY _____, ITS MANAGER, THEREUNTO DULY AUTHORIZED.

MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP

BY: MP GENERAL, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____, NAME: _____, MANAGER

BY: _____, NAME: _____, MANAGER

BY: MOUNTAINCITYLAND, LLC, A TEXAS LIMITED LIABILITY COMPANY, MANAGER

BY: _____, NAME: _____, MANAGER

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED AUTHORITY, ON THIS THE ____ DAY OF _____, 20____, A.D. DID PERSONALLY APPEAR _____, MANAGER OF MP GENERAL, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP, KNOW TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND LIMITED PARTNERSHIP.

NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED AUTHORITY, ON THIS THE ____ DAY OF _____, 20____, A.D. DID PERSONALLY APPEAR _____, MANAGER OF MP GENERAL, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP, KNOW TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND LIMITED PARTNERSHIP.

NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED AUTHORITY, ON THIS THE ____ DAY OF _____, 20____, A.D. DID PERSONALLY APPEAR _____, MANAGER OF MOUNTAINCITYLAND, LLC, A TEXAS LIMITED LIABILITY COMPANY, MANAGER OF MP GENERAL, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP, KNOW TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, ON BEHALF OF SAID LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIP.

NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

THAT, ELAINE H. CARDENAS, CLERK OF HAYS COUNTY COURT 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., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS UNDER

CLERK'S FILE NUMBER _____, WITNESS MY HAND AND SEAL OF OFFICE OF HAYS

COUNTY ON THIS THE _____ DAY OF _____, 20____, A.D.

FILED FOR RECORD AT _____ O'CLOCK ____M. THIS THE _____ DAY OF _____, 20____, A.D.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

APPROVAL CITY OF KYLE

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING COMMISSION OF THE CITY OF KYLE HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH THE COMMISSION'S APPROVAL IS REQUIRED.

BY: _____, CHAIRPERSON

THIS PLAT (**PLUM CREEK PHASE 1, SECTION 7B**) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COUNCIL.

DATED THIS _____ DAY OF _____, 20____.

BY: _____, ATTEST:

SECRETARY

REVIEWED BY:

LEON BARBA, CITY ENGINEER _____ DATE _____

REVIEWED BY:

HARPER WILDER, DIRECTOR OF PUBLIC WORKS _____ DATE _____

STATE OF TEXAS §
COUNTY OF HAYS §

I THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

BY: _____

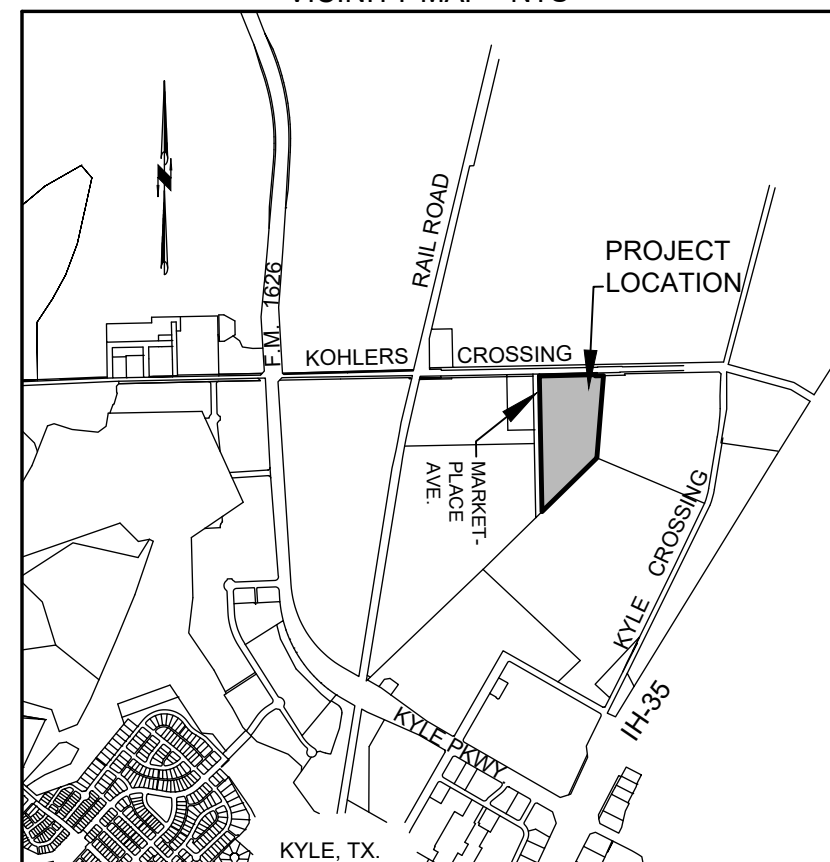
ANTHONY J. ENNIS, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 125658- STATE OF TEXAS
LANDDEV CONSULTING, LLC.
FIRM# F-16384
4201 WEST PARMER LANE, SUITE C-100
AUSTIN, TEXAS 78727
(512) 872-6696

PLAT PREPARATION DATE: JUNE 3, 2020
APPLICATION SUBMITTAL DATE: _____, 2020

CITY PROJECT
NUMBER _____

Item # 5

VICINITY MAP - NTS



"PRELIMINARY"
This Document shall not be Recorded
for any purpose

SURVEYOR'S CERTIFICATION:

I, ERNESTO NAVARRETE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

ERNESTO NAVARRETE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6642 - STATE OF TEXAS
LANDDEV CONSULTING, LLC.
FIRM# 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
(512) 872-6696

NOTES:

1. TOTAL ACREAGE: 23.492 ACRES.
2. THE TOTAL AREA OF PUBLIC STREET RIGHT-OF-WAY TO BE DEDICATED IN THIS SUBDIVISION IS: 0.0 ACRES.
3. TOTAL NUMBER OF LOTS: 2.
4. PLAT COMPLETELY CONFORMS WITH PLUM CREEK P.U.D. MASTER PLAN & CITY OF KYLE ORDINANCE 308 AND 311 AS AMENDED.
5. SETBACKS NOT SHOWN ON LOTS SHALL CONFIRM TO THE CITY OF KYLE ZONING ORDINANCES.
6. A 7.5 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO PUBLIC RIGHT-OF-WAY IS HEREBY DEDICATED AS SHOWN AND DEPICTED HEREON.
7. NO OBJECT INCLUDING BUILDING, ACCESSORY BUILDING, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH THE CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS, EXCEPT AS APPROVED BY THE CITY OF KYLE.
8. ALL UTILITIES WITHIN THIS SUBDIVISION SHALL BE UNDERGROUND.
9. ALL OPEN SPACES, DRAINAGE EASEMENT AND LANDSCAPE EASEMENT AREAS DEPICTED HEREON SHALL BE MAINTAINED, KEPT NEATLY CUT, FREE FROM DEBRIS AND, WITH RESPECT TO DRAINAGE EASEMENTS, FREE FROM TREE/BRUSH RE-GROWTH. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING WITHIN THE SUBDIVISION, ALL EASEMENTS AND RIGHT-OF-WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF THE PROPERTY OWNERS.
10. THE OWNER OF LOT 1 AND LOT 2, BLOCK A, ARE REQUIRED TO SUBMIT THE SITE DEVELOPMENT PLAN FOR LOT 1 AND LOT 2, BLOCK A, TO THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, AND, IF NOT THE SAME PARTIES AS ARE IN PLUM CREEK DEVELOPMENT PARTNERS, THEN THE ARCHITECTURAL REVIEW COMMITTEE FOR THE PLUM CREEK HOME OWNER'S ASSOCIATION, FOR THEIR RESPECTIVE REVIEW AND APPROVALS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY ON OR AROUND LOT 1 AND LOT 2, BLOCK A, INCLUDING, WITHOUT LIMITATION, THE INSTALLATION OF THE SIDEWALK AND ANY OTHER IMPROVEMENTS REQUIRE HEREIN.
11. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOT 1 AND LOT 2, BLOCK A, IN THIS SUBDIVISION, A SITE DEVELOPMENT AND/OR BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
12. THIS SUBDIVISION LIES WITHIN THE BUNTON BRANCH-PLUM CREEK WATERSHED.
13. EASEMENTS SHOWN HEREON WHICH ARE CREATED BY SEPARATE INSTRUMENTS AND NOT DEDICATED PER THIS PLAT ARE GOVERNED BY THE TERMS OF SUCH SEPARATE INSTRUMENTS.
14. SIDEWALKS ALONG PUBLIC RIGHT-OF-WAY ADJACENT TO LOT 1 AND LOT 2, BLOCK A, SHALL BE INSTALLED BY THE OWNER OF LOT 1 AND LOT 2, BLOCK A, AT THE TIME OF SITE DEVELOPMENT AND PRIOR TO SUCH OWNER'S OCCUPANCY OF LOT 1, LOT 2, LOT 3 AND LOT 4, BLOCK A. SIDEWALKS, PEDESTRIAN CROSSING AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
15. THE OWNER OF THE LAND DEDICATED BY THIS PLAT RESERVES THE RIGHT TO USE AND ENJOY THE SURFACE OF ALL EASEMENT AREAS FOR ALL PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT AREAS FOR THE PURPOSE OF SAID EASEMENT, INCLUDING BUT NOT LIMITED TO THE RIGHT TO PLACE SURFACING MATERIALS OVER AND ACROSS THE EASEMENT AREA AND TO USE THE SAME FOR PARKING AREAS, DRIVEWAYS, WALKWAYS, SIDEWALK, LANDSCAPING AND LIGHTING.
16. FLOODPLAIN ANALYSIS MAY BE REQUIRED PER CITY ADOPTED RAINFALL DEPTH AT THE TIME OF SITE DEVELOPMENT.

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999902.

PUBLIC UTILITY INFORMATION:

THIS SUBDIVISION IS SERVICED BY THE FOLLOWING UTILITIES:

WATER:
CITY OF KYLE
100 W. CENTER ST.
KYLE, TEXAS 78640

WASTEWATER:
CITY OF KYLE
100 W. CENTER ST.
KYLE, TEXAS 78640

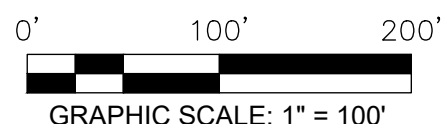
ELECTRIC:
PEDERNALES ELECTRIC COOPERATIVE
1819 RANCH TO MARKET RD 150
KYLE, TX 78640

SHEET 1 OF 2

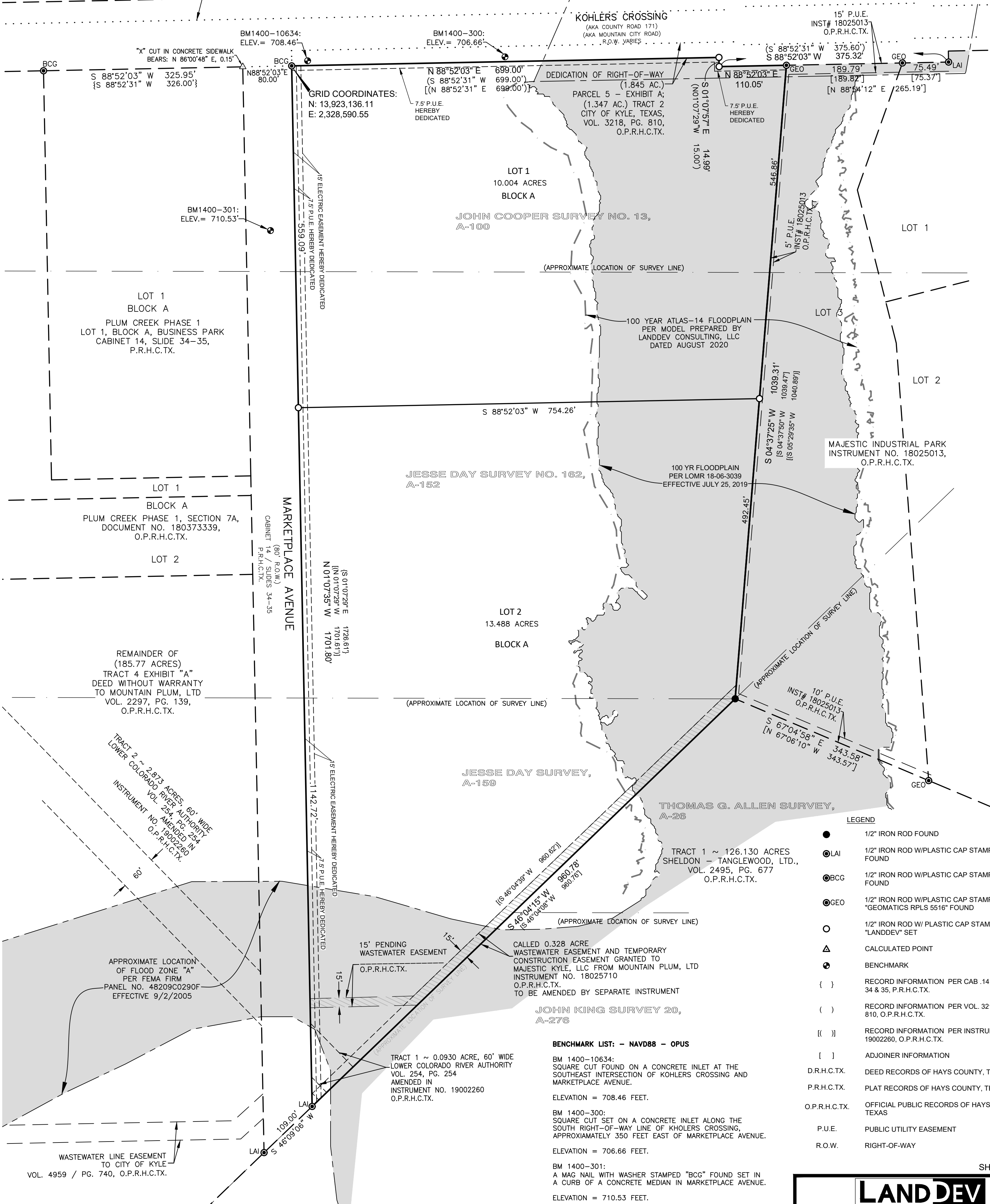
LANDDEV
CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735
OFFICE: 512.872.6696
TITLE FIRM NO. 10194101

FINAL PLAT PLUM CREEK PHASE 1, SECTION 7B HAYS COUNTY, TEXAS

"PRELIMINARY"
This Document shall not be Recorded
for any purpose



CALLLED 2.844 AC.
DEDICATION OF RIGHT-OF-WAY
CITY OF KYLE, TEXAS,
VOL. 2926, PG. 240, O.P.R.H.C.TX.



- LEGEND**
- 1/2" IRON ROD FOUND
 - ⊙ LAI 1/2" IRON ROD W/PLASTIC CAP STAMPED "LAI" FOUND
 - ⊙ BCG 1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" FOUND
 - ⊙ GEO 1/2" IRON ROD W/PLASTIC CAP STAMPED "GEOMATICS RPLS 5516" FOUND
 - 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LANDDEV" SET
 - △ CALCULATED POINT
 - ⊙ BENCHMARK
 - { } RECORD INFORMATION PER CAB .14, SLIDES 34 & 35, P.R.H.C.TX.
 - () RECORD INFORMATION PER VOL. 3218, PG. 810, O.P.R.H.C.TX.
 - [()] RECORD INFORMATION PER INSTRUMENT NO. 19002260, O.P.R.H.C.TX.
 - [] ADJOINER INFORMATION
 - D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
 - P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
 - O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY

BENCHMARK LIST: - NAVD88 - OPUS

BM 1400-10634:
SQUARE CUT FOUND ON A CONCRETE INLET AT THE
SOUTHEAST INTERSECTION OF KOHLERS CROSSING AND
MARKETPLACE AVENUE.
ELEVATION = 708.46 FEET.

BM 1400-300:
SQUARE CUT SET ON A CONCRETE INLET ALONG THE
SOUTH RIGHT-OF-WAY LINE OF KOHLERS CROSSING,
APPROXIMATELY 350 FEET EAST OF MARKETPLACE AVENUE.
ELEVATION = 706.66 FEET.

BM 1400-301:
A MAG NAIL WITH WASHER STAMPED "BCG" FOUND SET IN
A CURB OF A CONCRETE MEDIAN IN MARKETPLACE AVENUE.
ELEVATION = 710.53 FEET.

PLAT PREPARATION DATE: JUNE 3, 2020
APPLICATION SUBMITTAL DATE: _____, 2020

CITY PROJECT NUMBER

LAND DEV

CONSULTING, L.L.C.
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735
OFFICE: 512.878.6596
FBIPL FIRM NO. 10194101

L:\Projects\1400-Plum Creek Area\78600-Survey\02-CADD\Plan\78Final\Plat1400_Plum Creek 7B Final Plat.dwg
PLOT DATE: Aug 13, 2020 - 3:35pm



CITY OF KYLE, TEXAS

Plum Creek Uptown Central Park - Final Plat (SUB-20-0164)

Meeting Date: 2/9/2021
Date time:6:30 PM

Subject/Recommendation: Plum Creek Uptown Central Park - Final Plat (SUB-20-0164) 1.672 acres; 1 lot for property located approximately 580-feet north of Doherty.

Staff Proposal to P&Z: Approve the Final Plat.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

Final Plat

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, MOUNTAIN PLUM, LTD., A TEXAS LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 4040 BROADWAY, SUITE 501, SAN ANTONIO, TEXAS, 78209; BEING THE OWNER OF 1.672 ACRES OF LAND, MORE OR LESS, BEING ALL OF THAT A REMAINDER OF TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD., OF RECORD IN VOL. 2297, PG. 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

DO HEREBY SUBDIVIDE SAID 1.672 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS PLUM CREEK UPTOWN CENTRAL PARK TO THE CITY OF KYLE, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WHEREOF THE SAID MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP, OWNER, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS GENERAL PARTNER, MP GENERAL, LLC, A TEXAS LIMITED LIABILITY COMPANY.

MP GENERAL, LLC, A TEXAS LIMITED LIABILITY COMPANY, IT'S GENERAL PARTNER

BY: _____, MANAGER

BY: _____, MANAGER

BY: MOUNTAINCITYLAND, LLC., A TEXAS LIMITED LIABILITY COMPANY, MANAGER

BY: _____, MANAGER

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY

APPEARED, _____ OF MP GENERAL, LLC., A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2020.

BY: _____, NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY

APPEARED, _____ OF MP GENERAL, LLC., A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2020.

BY: _____, NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY

APPEARED, _____ OF MOUNTAINCITYLAND, LLC., A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2020.

BY: _____, NOTARY PUBLIC

BEARING BASIS:

THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011). THE COORDINATES SHOWN HEREON ARE GRID.

FLOODPLAIN NOTE:

THIS TRACT IS LOCATED WITHIN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON COMMUNITY-PANEL MAP NUMBER 482090220P, WITH AN EFFECTIVE DATE OF SEPTEMBER 2, 2005. THERE MAY BE ADDITIONAL INFORMATION (LETTER OF MAP REVISIONS, LETTER OF MAP AMENDMENTS, OR LETTER OF MAP CHANGES) NOT PROVIDED TO, NOR RESEARCHED BY THE UNDERSIGNED SURVEYOR, THAT COULD AFFECT THE SUBJECT PROPERTY. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SURVEYOR'S CERTIFICATION:

I, COLEEN M. JOHNSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH ORDINANCE #439, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Coleen M. Johnson
COLEEN M. JOHNSON
TEXAS REGISTRATION NO. 4871
WGI, INC.
2021 EAST 5TH STREET, SUITE 200
AUSTIN, TEXAS 78702
TBPELS SURVEY FIRM NO. 10194509
Phone No. 512.669.5360

Feb. 3, 2021
DATE



FINAL PLAT
PLUM CREEK UPTOWN CENTRAL PARK
CITY OF KYLE, HAYS COUNTY, TEXAS

ENGINEER'S CERTIFICATION:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS AND RELEVANT STATE STANDARDS.

BRIAN JAMES PARKER, P.E. _____ DATE _____
TEXAS REGISTRATION NO. 90248
KIMLEY-HORN
2600 VIA FORTUNA, SUITE 300
AUSTIN, TEXAS 78746
(512) 646-2248

NOTES:

- TOTAL ACREAGE: 1.672 ACRES
- TOTAL NUMBER OF LOTS: 1
- THIS PLAT COMPLETELY CONFORMS WITH PLUM CREEK P.U.D. MASTER PLAN & CITY OF KYLE ORDINANCES 308 AND 311.
- NO OBJECTS INCLUDING BUILDINGS, ACCESSORY BUILDINGS, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- OFFSITE WATER AND WASTEWATER LINES MUST BE CONSTRUCTED AND ACCEPTED BY CITY PRIOR TO OCCUPANCY OF ANY BUILDING(S) ON THIS PROPERTY.
- THIS SUBDIVISION SHALL COMPLY WITH THE CENTRAL BUSINESS DISTRICT OF THE CITY OF KYLE.
- SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE.
- SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF BURNHAM. 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).
- AT THE FEBRUARY 2, 2021 CITY COUNCIL MEETING, THE CITY COUNCIL VOTED 6-0 TO APPROVE A WAIVER TO REMOVE THE REQUIRED 7.5-FOOT PUBLIC UTILITY EASEMENT, PER THE PLUM CREEK SUBDIVISION CODE.

PUBLIC UTILITY INFORMATION:

THIS SUBDIVISION IS SERVICED BY THE FOLLOWING UTILITIES:

WATER: CITY OF KYLE
100 W. CENTER STREET
KYLE, TEXAS 78640

WASTEWATER: CITY OF KYLE
100 W. CENTER STREET
KYLE, TEXAS 78640

TELEPHONE: VERIZON
6601 F.M. 3237
WIMBERLEY, TEXAS 78738

ELECTRIC: PEDERNALES ELECTRIC COOP.
1810 F.M. 150 WEST
KYLE, TEXAS 78640

GAS: RELIANT ENERGY
326 CHATHAM STREET
SAN MARCOS, TEXAS 78666

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING & ZONING COMMISSION OF THE CITY OF KYLE, HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH THE COMMISSION'S APPROVAL IS REQUIRED.

BY: _____
CHAIRPERSON

REVIEWED BY:

LEON BARBA, CITY ENGINEER

REVIEWED BY:

HARPER WILDER, DIRECTOR OF PUBLIC WORKS

THIS PLAT (PLUM CREEK UPTOWN CENTRAL PARK) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COUNCIL.

DATED THIS _____ DAY OF _____, 2020.

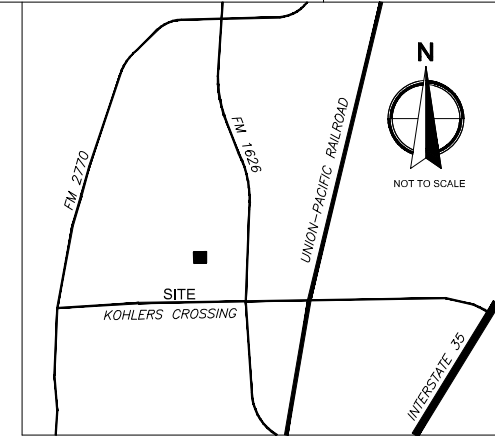
BY: _____
ATTEST:

SECRETARY



2021 East 5th Street Suite 200 Austin, TX 78702
Phone No. 512.669.5560
TBPELS Survey Firm No. 10194509

DATE:	07-28-20
PROJECT:	03205833.00
SCALE:	1" = 100'
CHECK/QC:	CMJ
TECH:	RA
FIELD CREW:	DS
SURVEY DATE:	07-18-20
SHEET:	1 OF 2



LOCATION MAP
PROJECT LOCATED IN
CITY OF KYLE, HAYS COUNTY, TEXAS

BY: OWNERS: _____ MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP.
ADDRESS: _____ 4040 BROADWAY STREET, SUITE 501 _____
SAN ANTONIO, TEXAS 78209 _____

PHONE: (512) 391-1789 _____ FAX: _____
BY: MP GENERAL, LLC., A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
NAME: _____, MANAGER

BY: _____
NAME: _____, MANAGER
BY: MOUNTAINCITYLAND, LLC., A TEXAS LIMITED LIABILITY COMPANY, MANAGER

BY: _____
NAME: _____, MANAGER

ACREAGE: _____
SURVEY: _____ M. M. McCARVER SURVEY NO. 4 ABST. NO. 10 _____

NUMBER OF LOTS AND PROPOSED USE (IF MORE THAN ONE USE IS PLANNED FOR THE LOTS, PROVIDE LAND USE SUMMARY SHOWING # OF LOTS ARE PLANNED FOR EACH USE): _____ 1 LOT - PARK _____
DATE: _____

SURVEYOR: _____ COLEEN M. JOHNSON, R.P.L.S. #4871 _____
PHONE: _____ 512-669-5560 _____ FAX: _____

ENGINEER: _____ BRIAN JAMES PARKER, P.E. _____
PHONE: _____ 512-646-2248 _____ FAX: _____

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT, ELAINE H. CARDENAS, CLERK OF HAYS COUNTY COURT, DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY

OFFICE ON THE _____ DAY OF _____, 2020, A.D., IN THE PLAT

RECORDS OF SAID COUNTY AND STATE IN DOCUMENT # _____
WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON

THIS THE _____ DAY OF _____, 2020 A.D. FILED FOR RECORD AT _____ O'CLOCK _____ M. THIS THE _____ DAY OF _____, 2020,

A.D.

BY: _____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

Item # 6

Drawing Name: P:\60095833.00 - Plum Creek Uptown Central Park\05 - Geospatial Drawings\6009583300 - Plum Creek Uptown Central Park.dwg User: Coleen.M.Johnson File: 03/03/2021 - 3:23pm

FINAL PLAT
 PLUM CREEK UPTOWN CENTRAL PARK
 CITY OF KYLE, HAYS COUNTY, TEXAS



2021 East 5th Street Suite 200 Austin, TX 78702
 Phone No. 512.669.5560
 TBPELS Survey Firm No. 10194509

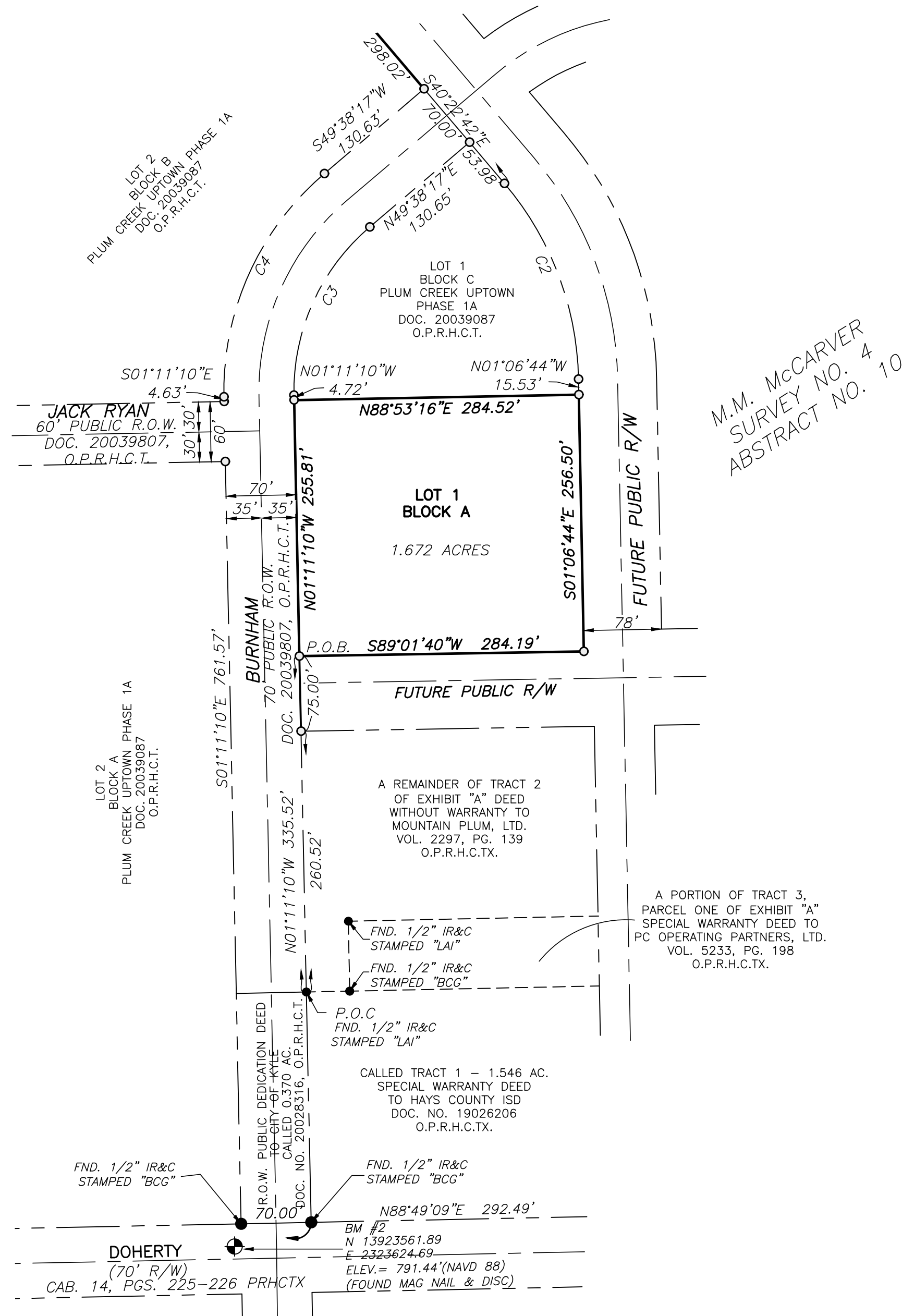
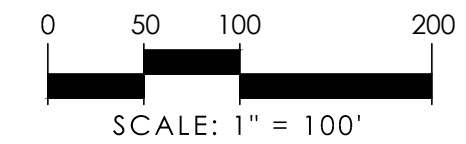
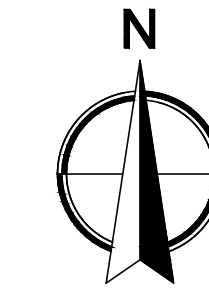
DATE:	07-28-20
PROJECT:	03205833.00
SCALE:	1" = 100'
CHECK/QC:	CMJ
TECH:	RA
FIELD CREW:	DS
SURVEY DATE:	07-18-20
SHEET:	2 OF 2

SYMBOLS LEGEND:

- FOUND 1/2" IRON ROD (AS NOTED)
- SET 5/8" IRON ROD AND CAP STAMPED "WGI 10194509" UNLESS NOTED
- ⊕ BENCHMARK

ABBREVIATIONS LEGEND:

- BM BENCHMARK
- CAB. CABINET
- E EASTING
- ELEV. ELEVATION
- IR IRON ROD
- IR&C IRON ROD AND CAP
- N NORTHING
- OPRHCTX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PRHCTX PLAT RECORDS OF HAYS COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- RPLS REGISTERED PROFESSIONAL LAND SURVEYOR
- R/W RIGHT-OF-WAY
- VOL. VOLUME



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C2	213.14'	311.00'	39°15'58"	S20°44'43"E	208.99'
C3	190.72'	215.00'	50°23'16"	N24°13'34"E	184.52'
C4	252.81'	285.00'	50°23'16"	S24°13'34"W	244.60'

LEGAL DESCRIPTION

BEING 1.672 ACRES OF LAND OUT OF AND A PART OF THE M.M. MCCARVER SURVEY NO. 4, ABSTRACT NO. 10, IN THE CITY OF KYLE, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS TRACT NO. 2 IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 1.672 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod found with cap stamped "LAI" at the intersection of the north Right-of-way line of that certain 0.370 acre tract described in a ROW Public Dedication Deed of record in Document No. 20028316, O.P.R.H.C.T. and the east right-of-way line of Burnham (a 70 foot wide public right-of-way dedicated by Plum Creek Uptown Phase 1A, a subdivision plat of record in Document No. 20039087, O.P.R.H.C.T.); THENCE, North 01°11'10" West, along said east right-of-way line, at a distance of 260.52 feet passing a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509", in all a total distance of 335.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509", for the southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE, with the west line of the tract described herein, continuing with the east right-of-way line of Burnham, North 01°11'10" West, a distance of 255.81 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for northwest corner of the tract described herein, from which a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" bears North 01°11'10" West, a distance of 4.72 feet;

THENCE, with the north line of the tract described herein, with the south line of Lot 1, Block C, Plum Creek Uptown Phase 1A, North 88°53'16" East, a distance of 284.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for northeast corner of the tract described herein, from which point a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" in the east line of said Lot 1, Block C, Plum Creek Uptown Phase 1A bears, North 01°06'44" West, a distance of 15.53 feet;

THENCE, with the east line of the tract described herein, South 01°06'44" East, a distance of 256.50 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for the southeast corner of the tract described herein;

THENCE, with the south line of the tract described herein, South 89°01'40" West, a distance of 284.19 feet to the POINT OF BEGINNING and containing 1.672 acres of land within these metes and bounds.

Drawing Name: P:\5800\5833.00 Plum Creek Uptown Central Park\05 - Geospacial\Drawings\583300_Plum Creek Uptown Central Park.dwg User: Coleen.Johnson Dec 16, 2020 - 11:04am



CITY OF KYLE, TEXAS

Clayton Properties Group, Inc
D/B/A Brohn Homes (Z-21-0070)

Meeting Date: 2/9/2021

Date time: 6:30 PM

Subject/Recommendation: Consider a request by Clayton Properties Group, Inc D/B/A Brohn Homes to assign original zoning to approximately 29.8 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3' for property located southeast of Lehman Road and south of Lehman High School, in Hays County, Texas. (Z-21-0070)

- Public Hearing
- Recommendation to City Council

Other Information:

Legal Notes:

Budget Information:

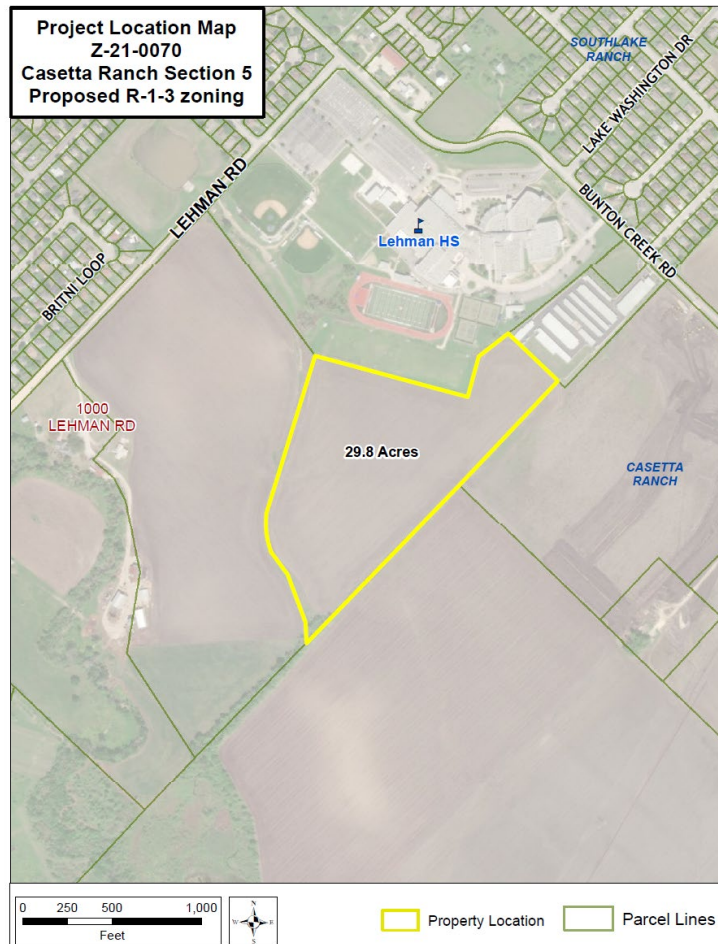
ATTACHMENTS:

Description

- Staff Memo
- Application
- Plan Detail Report Summary
- Legal Description
- Deed
- Letter of Request
- Development Agreement
- Project Location Map
- Current Zoning Map
- Land Use Districts Map

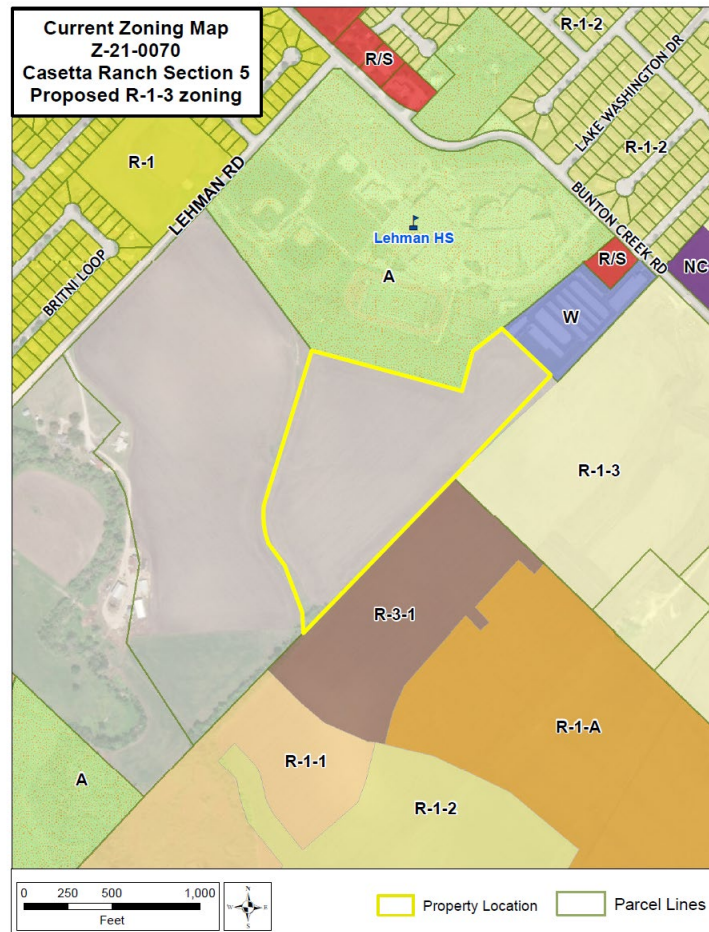
Property Location	Southeast of Lehman Road, South of Lehman High School, Kyle, Texas 78640
Owner	Clayton Properties Group/Brohn Homes 6720 Vaught Ranch Rd, Ste. 200 Austin, TX 78730
Agent	Adam Berry 101 W. Louis Henna Blvd, Ste. 400 Austin, TX 78728
Request	Rezone 29.792-Acres A (Agriculture) to R-1-3 (Single Family Residential 3).

Vicinity Map



Site Description

The 29.292-acre parcel is located southeast of Lehman Road and directly south of Lehman High School. The site is undeveloped, was last used for agriculture purposes and recently zoned Agriculture. To the north is Lehman High School (Agriculture zoning) and to the northeast is Safe-N-Sound Storage (Warehouse zoning). To the east is the Cassetta Ranch project zoned R-1-3 (Phases 1-4). To the south is property owned by the Walton Group and zoned R-3-1 and undeveloped (multifamily - 5-12 units per buildable acre). To the west and northwest is land owned by "Jansen Equipment LLC", and utilized for agriculture (not in the city's limits).



The applicant seeks to rezone the property from A (Agriculture) to the R-1-3 (Single-Family Residential), a zoning category that allows the following:

R-1-3 (Single Family Residential District 3)

Sec. 53-101. - Purpose and permitted uses.

The R-1-3 single-family residential 3 district allows detached single-family residences with a minimum of 1,000 square feet of living area and permitted accessory structures on a minimum lot size of 5,540 square feet*. There shall be no more than 5.5 houses per buildable acre.

[*Per the “Development Agreement Between City of Kyle, Texas and Clayton Properties Group, Inc. D/B/A Brohn Homes (11/19/19)” the lot sizes are allowed to be reduced for alley loaded design. -Staff]

Front Setback (feet)	Side Setback (feet)	Corner lot at Side Street or Alleyway Setback (feet)	Street Side Setback (feet)	Rear Setback (feet)	Min. Lot Square Footage Area	Min. Lot Street Width (feet)	Height Limit (Feet)
20	5	10	5	10	5,540	50	35

Conditions of the Zoning Ordinance

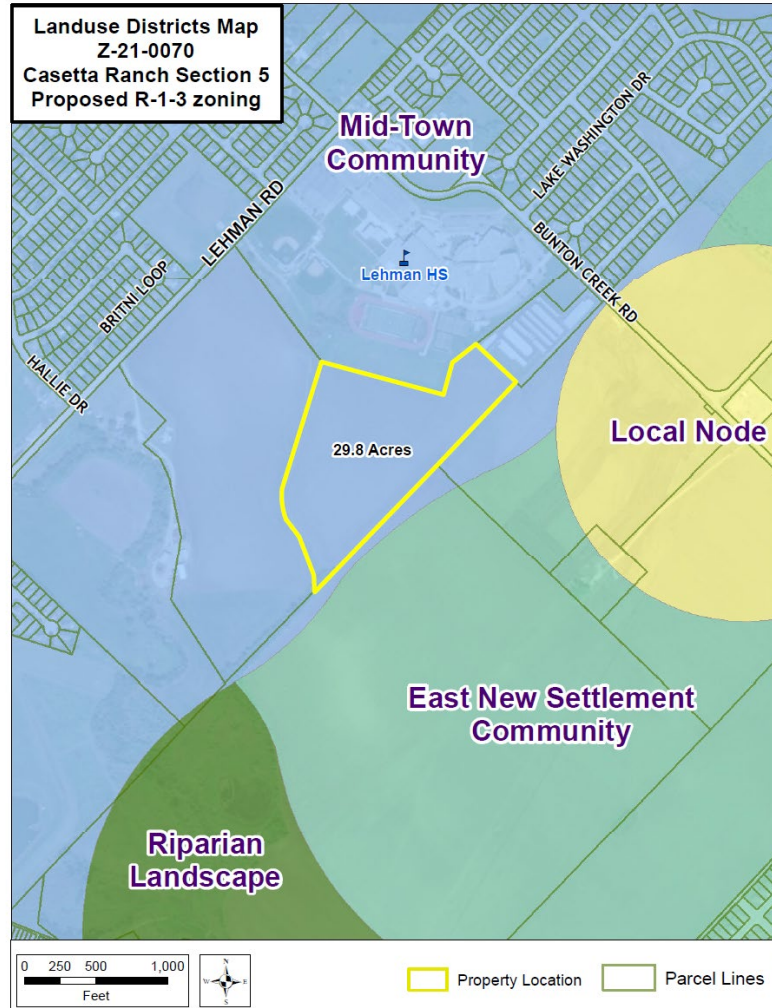
Sec. 53-1205 Amendments

(d)

Referral of amendment to planning and zoning commission. Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.

(e)

Action by the planning and zoning commission. The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



Comprehensive Plan Text

COMPREHENSIVE PLAN TEXT

The subject site is located in the “Mid-Town Community District”. The “R-1-3” zoning district is recommended per the comprehensive plan.

Mid-Town Community District

Recommended: R-1-1, R-1-2, **R-1-3**, NC

Conditional: E, R-1-A, R-1-T, R-3-1, R-3-2, CC, R/S, MXD, O/I

MID-TOWN COMMUNITY LAND USE DISTRICT

Character: The Mid-Town District contains sites of recent residential development in Kyle and will continue to predominantly feature residential uses. Those residential uses in this District are organized around the curvilinear streets of suburban neighborhood design, rather than the regular, rectilinear grid that characterizes the Old Town District. The Plum Creek waterway flows through and adjacent to the Mid-Town District, offering opportunities for recreation and a responsibility for environmental conservation. This District has a neighborhood-oriented form built around shared spaces such as streets, yards, porches and common areas. Neighborhood legibility and continuity is enhanced through these shared spaces. Distinctive landscape forms, including creekways, vistas, and rolling hills, give identity to this District and should be preserved, protected, and incorporated into development plans.

Intent: The purpose of the Mid-Town District is to maximize the value capture of new residential development in Kyle. This District enjoys unusual proximity to amenities, such as open space, Downtown, commercial nodes, and transit options. The area is therefore well-positioned to define an economic and lifestyle pattern that is unique to Kyle. New development should accommodate low- to mid-density detached residential uses within the unique landscape forms that are present in the District. Higher density residential, attached residential, and non-residential projects like employment and retail sales should be considered based on their proximity to higher classification streets, higher capacity water and waste water availability, and likelihood of compatibility of adjacent uses. Legibility of neighborhood identity, definition, and transportation should be improved within the Mid-Town District through such elements as trails, sidewalks, signage, and interconnected shared spaces.

Analysis

The site to be rezoned is largely surrounded by undeveloped agricultural fields to the west and south. Lehman High School is to the north, and Cassetta Ranch is to the northeast. The parcel was in the City's ETJ until it was annexed per the associated development agreement (see development agreement in back up material). It's currently zoned "A" or "Agriculture", and per the terms of the development agreement will be rezoned to "R-1-3" (single family residential). Per state law and the terms of the development agreement, the standard process for zoning is to be followed.

When constructed, the site will have vehicular access through Phase 2 of Cassetta Ranch (west corner of property). A portion of Grist Mill Road will also traverse this parcel, eventually connecting to Lehman Road to the west. Grist Mill Road will continue to the east, through the Walton Group property (unbuilt), and eventually

connecting to the existing section of Grist Mill Road in the Bunton Creek neighborhood. Water and wastewater will be served by the City of Kyle, and the project will have to follow requirements for the Residential Style Guide.

Recommendation

As this rezoning request follows the process required in the development agreement, and state law, staff asks the Planning & Zoning Commission to support a vote to approve the zoning change.

Attachments

- Application
- Location Map
- Surrounding Zoning Map
- Land Use District Map
- Development Agreement

APPLICATION & CHECKLIST – ZONING CHANGE

Zoning: Clayton Properties Group, Inc., dba Brohn Homes _____
(Name of Owner) (Submittal Date)

INSTRUCTIONS:

- Fill out the following application and checklist completely prior to submission.
- Place a check mark on each line when you have complied with that item.
- Use the most current application from the City’s website at www.cityofkyle.com or at City Hall. City ordinances can be obtained from the City of Kyle.

REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

The following items are required to be submitted to the Planning Department in order for the Zoning Application to be accepted.

✓ 1. Completed application form with owner’s original signature.

✓ 2. Letter explaining the reason for the request.

✓ 3. **Application Fee:** \$428.06, plus \$3.62 per acre or portion thereof.

Newspaper Publication Fee: \$190.21 **Sign Notice Fee:** \$127.00

Total Fee: \$853.12

✓ 4. A map or plat showing the area being proposed for rezoning.

✓ 5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).

✓ 6. Certified Tax certificates: County ___ School ___ City ___

✓ 7. Copy of Deed showing current ownership.

***** A submittal meeting is required. Please contact Debbie Guerra at (512) 262-3959 to schedule an appointment.**

1. Zoning Request:

Current Zoning Classification: Development Agreement

Proposed Zoning Classification: R-1-3

Proposed Use of the Property: Single family Subdivision

Acreage/Sq. Ft. of Zoning Change: 29.792 acres

2. **Address and Legal Description:**

Provide certified field notes describing the property being proposed for rezoning.
Provide complete information on the location of the property being proposed for rezoning.

Street Address: Lehman Rd, Kyle, TX 78640

Subdivision Name/Lot & Block Nos.: _____

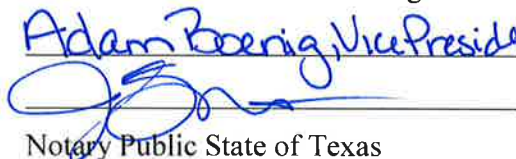
Property Recording Information: Hays County
Volume/Cabinet No. deed doc. no. 20023441 Page/Slide No. _____

3. **Ownership Information:**

Name of Property Owner(s): Clayton Properties Group, Inc., doing business as Brohn Homes
Adam Boenig, Vice President

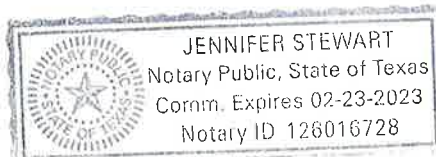
Certified Public Notary:

This document was acknowledged before me on the 8 day of January, 2021 by
Adam Boenig, Vice President (Owner(s)).



Notary Public State of Texas

(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: 6720 Vaught Ranch Rd, Suite 200

Austin, TX 78730

Phone Number: 512-551-1670

Fax Number: _____

Email Number: tylerg@brohnhomes.com

I hereby request that my property, as described above, be considered for rezoning:

Signed: 

Date: 1-8-21

4. Agent Information:

If an agent is representing the owner of the property, please complete the following information:

Agent's Name: Adam Berry
Agent's Address: 101 West Louis Henna Blvd, Suite 400
Austin, TX 78728
Agent's Phone Number: 980-221-1553
Agent's Fax Number: _____
Agent's Mobile Number: 512-507-4361
Agent's Email Number: aberry@bgeinc.com

I hereby authorize the person named above to act as my agent in processing this application before the Planning and Zoning Commission and City Council of the City of Kyle:

Owner's Signature: 
Date: 1-8-21



**PLAN DETAILED REPORT Z-21-0070
FOR CITY OF KYLE, TX**

Plan Type: Zoning	Project: Casetta Ranch	App Date: 01/11/2021
Work Class: Zoning	District: KYLE	Exp Date: NOT AVAILABLE
Status: In Review	Square Feet: 0.00	Complete Date: NOT COMPLETED
Description: CLAYTON PROPERTIES GROUP, INC DBA BROHN HOMES - CASSETTA RANCH 5	Valuation: \$0.00	Assigned To: Debbie Guerra

15751-R70300	Main	Address: 1000 Lehman Rd Kyle,	Main	
--------------	------	----------------------------------	------	--

Owner/Builder Adam Boenig 6720 Vaught Ranch, Ste 200 Rd Austin, TX 78730	Applicant Adam Berry W 101 Louis Henna Blvd Suite: Ste 400 Austin, TX 78728	Owner/Builder Tyler Gatewood 6720 Vaught Ranch, Ste. 200 Rd Austin, TX 78730
--	---	--

Business: 512-551-1670	Business: 980-221-1553 Mobile: 512-507-4361	Business: 512-551-1670
------------------------	--	------------------------

Note	Created By	Date and Time Created
1. Zoning change per development agreement recorded as doc. #20030094	Debbie Guerra	01/13/2021

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00014914	Zoning Change Application Fee	\$428.06	\$428.06
	Site Signage	\$127.00	\$127.00
	Zoning Change Fee - Per Acre	\$107.85	\$107.85
	Newspaper Publication Fee	\$190.21	\$190.21
	Total for Invoice INV-00014914	\$853.12	\$853.12
	Grand Total for Plan	\$853.12	\$853.12

Condition	Comments	Date Created	Satisfied
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Exhibit "A"

Land



www.payne-llc.com
TBP#S-10194453

A DESCRIPTION OF 29.792 ACRES OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 83.3633 ACRE TRACT OF LAND CONVEYED TO JANSEN EQUIPMENT, INC. IN VOLUME 4335, PAGE 867 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT), AND BEING A PORTION OF A CALLED 105.744 ACRE TRACT OF LAND CONVEYED TO THEODORE H. LEHMAN AND HAZEL L. LEHMAN IN VOLUME 195, PAGE 93 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (DRHCT); SAID 29.792 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found within said 83.3633 acre tract, at the west corner of Lot 2, Brod Subdivision, a subdivision recorded in Volume 16, Page 156 of the Plat Records of Hays County, Texas (PRHCT), and being in the southeast line of Lot 1, Block A, Lehman High School Subdivision, a subdivision recorded in Volume 12, Page 324 (PRHCT), for the northernmost corner hereof;

THENCE, crossing said 83.3633 acre tract with the southwest line of said Lot 2, $S46^{\circ}27'15''E$, a distance of 384.09 feet to a Mag nail with "Payne 6064" washer set in the concrete footer of a concrete drainage structure, in the southeast line of said 83.3633 acre tract, for the easternmost corner hereof, same being an angle point in the northwest line of a called 97.646 acre tract of land conveyed to Clayton Properties Group, Inc., a Tennessee Corporation doing business in Texas as Brohn Homes, in Document No. 19010347 (OPRHCT), from which a 1/2-inch iron rod found for another angle point in the northwest line of said 97.646 acre tract, same being the south corner of said Lot 2, bears $S46^{\circ}27'15''E$, a distance of 52.28 feet;

THENCE, with the northwest line of said 97.646 acre tract, same being the southeast line of said 83.3633 acre tract, $S43^{\circ}22'22''W$, a distance of 799.16 feet to a 1/2-inch iron rod found for the west corner of said 97.646 acre tract, same being the westerly north corner of a called 324.14 acre tract of land conveyed to Walton Texas, LP in Volume 4399, Page 768 (OPRHCT);

THENCE, with the northwest line of said 324.14 acre tract, in part being the southeast line of said 83.3633 acre tract and in part being the southeast line of said 105.744 acre tract, $S43^{\circ}57'38''W$, a distance of 1235.00 feet to a 1/2-inch iron rod with "Payne 6064" cap set in the southeast line of said 105.744 acre tract, for the southernmost corner hereof, from which a fence post found bears $S43^{\circ}57'38''W$ a distance of 848.14 feet, and $S44^{\circ}18'49''W$ a distance of 448.66 feet;

THENCE, crossing said 105.744 acre tract and said 83.3633 acre tract, the following five (5) courses and distances:


- 1) $N02^{\circ}21'48''W$, a distance of 117.39 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 2) $N20^{\circ}40'58''W$, a distance of 286.73 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 3) $N36^{\circ}14'04''W$, a distance of 156.71 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 4) With a curve to the right, having a radius of 461.85 feet, a delta angle of $27^{\circ}35'18''$, an arc length of 222.39 feet, and a chord which bears $N06^{\circ}42'07''W$, a distance of 220.24 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 5) $N17^{\circ}14'42''E$, a distance of 919.34 feet to a 1/2-inch iron rod found within said 83.3633 acre tract, at an angle point in the southwest line of said Lot 1, for the northwest corner hereof, from which a 1/2-inch iron rod with "Chaparral" cap found for the west corner of said Lot 1 bears $N36^{\circ}42'55''W$, a distance of 1017.46 feet;

Payne Industries, LLC | 302 W. Hopkins, Suite 1A | San Marcos, TX 78666 | 512.749.2878

THENCE, continuing across said 83.3633 acre tract with the south line of said Lot 1, the following three (3) courses and distances:

- 1) **S75°00'47"E**, a distance of **883.03** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 2) **N15°03'42"E**, a distance of **233.76** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 3) **N52°15'15"E**, a distance of **209.77** feet to the **POINT OF BEGINNING** hereof, and containing 29.792 acres, more or less.

Surveyed on the ground August 21, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1850-001-T1


8/29/19
 Eric J. Dannheim, RPLS
 State of Texas #6075



Unofficial COPY

15/ITC/1932341-com/IB

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS: THAT
COUNTY OF HAYS §

JANSEN EQUIPMENT, INC., a Texas corporation (collectively, "*Grantor*"), for the and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid to it by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as BROHN HOMES ("*Grantee*"), whose mailing address is 6720 Vaught Ranch Road, Suite 200, Austin, Texas 78730, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, as Grantee's sole and separate property, and subject to all of the reservations, exceptions and other matters set forth or referred to in this deed, the following described property:

- (1) That certain real property in Hays County, Texas, which is described on **Exhibit "A"** attached to and incorporated in this deed by reference, together with all oil, gas, and other minerals in or under the surface thereof, and all executory leasing rights with respect thereto (the "*Land*");
- (2) All of Grantor's right, title and interest in and to all utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to in this deed collectively as the "*Improvements*"); and
- (3) All of Grantor's right, title and interest in and to all appurtenances benefiting or pertaining to the Land and/or the Improvements, including, without limitation, all of Grantor's right, title and interest in and to all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to in this deed collectively as the "*Appurtenances*").

The Land, Improvements and Appurtenances are collectively referred to in this deed as the "*Property*."

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to in this deed, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit "B"** attached to and incorporated in this deed by reference, to the extent the same are valid, subsisting, and affect the Property; and (b) all

standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

[SIGNATURE PAGE FOLLOWS]

Unofficial Copy

EXECUTED AND DELIVERED the 12 day of June, 2020.

JANSEN EQUIPMENT, INC.,
a Texas corporation

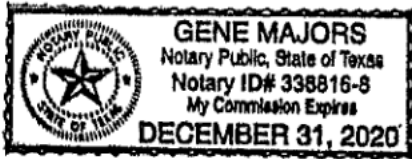
By: James P. Jansen
James P. Jansen, President

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me this 12 day of June, 2020 by James P. Jansen, President of Jansen Equipment, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

Gene Majors
Notary Public Signature



{W0944393.1}

§

Exhibit "A"

Land



www.payne-llc.com
TBP: 5-70194453

A DESCRIPTION OF 29.792 ACRES OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 83.3633 ACRE TRACT OF LAND CONVEYED TO JANSEN EQUIPMENT, INC. IN VOLUME 4335, PAGE 867 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT), AND BEING A PORTION OF A CALLED 105.744 ACRE TRACT OF LAND CONVEYED TO THEODORE H. LEHMAN AND HAZEL L. LEHMAN IN VOLUME 195, PAGE 93 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (DRHCT); SAID 29.792 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE, with the northwest line of said 324.14 acre tract, in part being the southeast line of said 83.3633 acre tract and in part being the southeast line of said 105.744 acre tract, S43°57'38"W, a distance of 1235.00 feet to a 1/2-inch iron rod with "Payne 6064" cap set in the southeast line of said 105.744 acre tract, for the southernmost corner hereof, from which a fence post found bears S43°57'38"W a distance of 848.14 feet, and S44°18'49"W a distance of 448.66 feet;

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- 2) N20°40'58"W, a distance of 286.73 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 3) N36°14'04"W, a distance of 156.71 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
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Payne Industries, LLC | 302 W. Hopkins, Suite 1A | San Marcos, TX 78666 | 512.749.2878

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8/29/19
 Eric J. Dannheim, RPLS
 State of Texas #6075



Exhibit "B"

Permitted Exceptions

1. Easement:
Recorded: Volume 229, Page 172, Deed Records, Hays County, Texas.
To: Goforth Water Supply Corporation
Purpose: water pipeline (blanket type)
2. Terms, conditions and stipulations as set forth in that certain Addendum to the Amended and Restated Development Agreement recorded in Document No. 18036141, Official Public Records, Hays County, Texas.
3. Inclusion within the Plum Creek Conservation District.
4. Inclusion within the Plum Creek Underground Water District.
5. Encroachment or protrusion of the boundary line of the adjacent 105.744 acre tract onto or over the most westerly property lot line as reflected on survey prepared by Eric J. Dannheim, R.P.L.S. No. 6075, dated 8/29/19.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20023441 DEED
06/16/2020 12:18:14 PM Total Fees: \$46.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



Unofficial Copy



January 8, 2021

City of Kyle
Attn: Planning Department
100 W. Center Street
Kyle, TX 78640

Re: Zoning Request - 29.792 Acres – Clayton Properties Group, Inc. dba Brohn Homes

City of Kyle Planning Department,

Clayton Properties Group, Inc. dba Brohn Homes (Brohn) owns 29.792 acres located south of Lehman High School and west of the current Casetta Ranch subdivision off Bunton Lane.

This letter shall serve to request the zoning of all the property referenced herewith. The proposed change is to zone the Property to R-1-3 in compliance with and subject to the Development Agreement between City of Kyle, Texas and Clayton Properties Group, Inc. dba Brohn Homes, approved by the City Council and entered into on June 16, 2020. The Development Agreement is recorded in the Hays County Public Records as document # 20030094.

Brohn requests the Zoning Change Application be processed for approval under the terms of the Development Agreement.

Respectfully submitted,

A blue ink handwritten signature, appearing to read 'Adam Boenig', is written in a cursive style.

Adam Boenig
Vice President
Clayton Properties Group Inc. (dba Brohn Homes)

STATE OF TEXAS §
§
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
BETWEEN CITY OF KYLE, TEXAS AND CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES**

This Development Agreement (“Agreement”) is by and between the City of Kyle, Texas, a home rule city situated in Hays County, Texas (the “City”) and Clayton Properties Group, Inc. d/b/a Brohn Homes (“Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

RECITALS

WHEREAS, Developer has or will purchase a parcel of real property (the “Property” or “Parcel”) in Hays County, Texas, which is more particularly described in the attached Exhibit “A”;

WHEREAS, on May 5, 2015, the City and the Lehman Family Trust, owner of the Property, entered into that one certain Amended and Restated Section 212.172 Texas Local Government Code Development Agreement recorded in the Official Public Records of Hays County, Texas (“Prior Agreement”) attached as Exhibit “B”;

WHEREAS, the City is located in a rapidly growing metropolitan area for which new construction and land development can positively or negatively impact the future character and finances of the City;

WHEREAS, the City finds development agreements to promote master-planned communities are an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, the Parties agree that the extension of centralized utilities to new development provides superior environmental protections to those available from individual water wells and septic systems;

WHEREAS, the City council has found that the development of the Property in compliance with this Agreement will serve a public purpose and benefit the economy of the City and the best interests and welfare of the public; and,

WHEREAS, for the above reasons Developer and the City desire to enter into this agreement.

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement, the benefits described below, plus the mutual promises expressed

herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

**ARTICLE 1
PURPOSE, AUTHORITY, TERM AND BENEFITS**

1.01 Purpose. This Agreement modifies, and amends any Prior Agreement as agreed upon herein by the Parties.

1.02 Authority. Authority for Developer and the City to enter into this Agreement exists under the City Charter of the City, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, (“Subchapter G”), Chapter 395 of the Tex. Local Government Code; and such other statutes as may be applicable.

1.03 Project Defined. The Project established by the Agreement includes a master-planned residential subdivision that will include single family lots, amenity/park area(s) with recreational facilities. The Project includes the subdivision of the Property and Subdivision Infrastructure (defined below) to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement (the “Project”). The Project may include multiple phases for platting and construction purposes.

1.04 Benefits.

(a) The City desires to enter into this Agreement to provide additional control to the development standards for the Property, to allow potential purchasers, or owners, of the Property to submit preliminary plan and final plat applications to the City for review, and to assess the development viability of the Property without requiring or causing the annexation of the Property except as provided for under ARTICLE 5 of this Agreement.

(b) This Agreement provides: (i) for the submittal and review of preliminary plans and final plats for the Property without submitting a request for voluntary annexation of the Property; (ii) alternative standards under certain City ordinances for the benefit of the Property but only as allowed under Section 212.172 of the Tex. Local Government Code; and (iii) the City’s commitment to provide water and wastewater service to Property based on the Concept Plan. The City’s execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Developer’s execution of this Agreement constitutes a valid and binding obligation of the Developer.

1.05 Term. The term of this Agreement will commence on the Effective Date and continue fifteen (15) years from the Effective date (“Term” or “Initial Term”). After the Initial Term, this Agreement may be extended for five successive five-year periods upon written agreement signed by Developer and the City; provided that the total term of the agreement, including the Initial Term and extensions, does not exceed 45 (forty-five) years.

1.06 Control of Development. Developer intends to develop the Property in a manner which results in enhancing the tax base of the City. Notwithstanding any provision of the Code of Ordinances or uncodified ordinances of the City (the “Code”) to the contrary, the timing and

sequencing of the development of the Property will be based on market demand and conditions and will be completed as and when Developer determines it to be economically feasible.

ARTICLE 2 DEVELOPMENT STANDARDS AND REVIEW PROCEDURES

2.01 Generally. Except as provided in this Agreement, all development applications and development of the Property will comply with the Code, as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City. If there is any conflict between the terms of this Agreement and the Code, the specific terms of this Agreement will control.

2.02 Residential. The Parties agree that the Property shall be subject to and developed pursuant to the ordinances, rules, regulations, use and development standards as if subject to the City's R-1-3 zoning district, except as otherwise provided for herein. Notwithstanding the requirements in Chart 1 in Chapter 53 of the Code, the Project will be allowed;

(a) Lots in the Project may be Alley Loaded Lots with thirty-five (35') foot and/or forty (40') foot widths.

(b) Lots in the Project may be Front Load Lots with fifty (50') foot, sixty (60') foot and/or greater widths. Lots with widths less than fifty (50') feet must be alley loaded.

No lots will be less than thirty-five feet (35') in width and any such lot shall be alley loaded, and the maximum number of thirty-five foot (35') wide single family residential lots allowed to be subdivided on the Property will be no greater than fifteen percent (15%) of the total number of single family residential lots shown on the preliminary plan approved for the Property. The City agrees that the residential lots may be all forty foot wide (40') wide lots, fifty foot wide (50') lots or sixty foot wide (60') lots or a combination of forty foot wide (40') wide lots, fifty foot wide (50') lots and sixty foot wide (60') lots or a combination of thirty-five foot wide (35') lots, forty foot wide (40') lots, fifty foot wide (50') lots, sixty foot wide (60') or greater width lots, so long as the total percentage of thirty-five (35') foot lots does not exceed 15% of all single family lots. For purposes of clarifying the preceding sentence, there is no limit to the number of thirty-five foot (35') wide lots that may be contained in an individual final plat so long as the cumulative total of thirty-five foot (35') wide single family residential lots contained in all recorded final plats of the Property do not exceed fifteen percent (15%) of all single family lots shown on the approved preliminary plan. Also, there is no limit on the maximum width of residential lots within the Project. A property owners' association neighborhood park, including, an amenity center and swimming pool for the residents living on the Property, is a permitted use of the Property. Plan View and Street Scape illustrations (Reflecting 35' wide alley load lots) are attached as Exhibit "C".

(c) Alley Load Lots with a width of thirty-five (35') feet will have a 10 foot front yard building set-back, 10 foot rear yard building set-back, 5 foot side yard building set-back and 10 foot street side yard building set back. Alley Load Lots with a width of forty (40') feet will have a

10 foot front yard building set-back, 10 foot rear yard building set-back, 5 foot side yard building set-back and 10 foot street side yard building set back

(d) Local streets within the Project may be designed, engineered and constructed with twenty-eight (28) feet of pavement width measured from face of curb to face of curb with right of way, as required by applicable Code requirements, or with intermittent wider sections of pavement to allow for on-street parking, at intervals and sufficient widths to allow for adequate clearance for fire protection vehicles approved by the City Engineer and the Emergency Services District with reviewing authority over the Property.

(e) The City acknowledges that Park Land Dedication fees shall be computed on the basis of \$750 per dwelling lot and shall be collected at the time of final plat recording. Park Development fees shall be computed on the basis of \$750 per dwelling lot and shall be collected at the time final plat recording. All Park Land Dedication and Park Development fees shall be paid in phases in an amount not to exceed \$1,500 per final platted dwelling lot as sections of the development are final platted and recorded. In as much as the Developer is dedicating and developing active parks and hike and bike trails, \$300 per final platted lot, of the total Park Land Dedication and Park Development fees will be dedicated to and used, by the City, for traffic improvements to Bunton Lane, west of the intersection with Go Forth Lane.

(f) Block lengths within the Project shall be allowed up to 1,200 feet (per ordinance) as a result of using curvilinear streets and paved.

(g) In the event the City requires the extension of a water line to and through the Project, (the "Water Line Project"), and a water line is in excess of the size and capacity of a water line that is necessary for the delivery of water service to the Project as required by the City Code, the City will either reimburse the Developer, or take whatever steps necessary to insure that subsequent users of the water infrastructure, reimburse Developer for the cost of the design, engineering and construction of that portion of the water infrastructure over and above that which is necessary for the Project as provided in Section 4.05(b) and Exhibit "G". In the event that the City requires the water line to be oversized, the City's cost-participation amount shall be determined in accordance with Section 4.05(b) and Exhibit "G".

(h) In the event the City requires the extension of wastewater infrastructure inside or outside of the boundaries of the Project in a size and/or capacity required by the City Code in excess of that which is necessary for the delivery of wastewater service to the Project, the City will either reimburse the Developer, or take whatever steps necessary to insure that subsequent users of the wastewater infrastructure reimburse Developer, for the cost of the design, engineering and construction of that portion of the wastewater infrastructure over and above that which is necessary for the Project, as provided in Section 4.05(b) and Exhibit "G". In the event that the City requires the wastewater line to be oversized, the City's cost-participation amount shall be determined in accordance with Section 4.05(b) and Exhibit "G".

(i) Fifteen percent (15%) of all lots in the Project may be Alley Load Lots with a minimum lot area of 4200 square feet. All other Alley Load Lots within the Project shall have a minimum lot area of 4690 square feet.

(j) All alleys within the Project will be private and maintained by a properly formed property owners association. The City shall have no responsibility for the maintenance of alleys within the Project.

(k) All garages in the project shall have a minimum enclosed area of 360 square feet.

(l) All alley load lots will be developed to provide two durably surfaced, off-street parking spaces of no less than (nine (9') feet by eighteen and one-half (18 ½') feet) each for a combined square footage of approximately three hundred and thirty-three (333') square feet, located adjacent to each garage, hereinafter ("Guest Parking"). Up to four hundred (400') square feet of durably surfaced off-street Guest Parking located on alley load lots shall be excluded from the computation of impervious cover on a per lot basis. Section 53-934D of the Style Guide and related Code requirement, as to on-site storage, may be satisfied with alternative compliance by providing a combination of (a) garage storage as shown on the attached Exhibit "H" and (b) attic storage with a pull-down ladder, so long as the totals on-site storage is no less than one hundred forty (140') square feet.

2.03 Concept Plan A copy of the concept plan, which illustrates a combination of forty (40') foot wide alley load lots and fifty (50') foot wide front load lots, is attached hereto and incorporated herein for all purposes as Exhibit "D" ("Concept Plan"). The Concept Plan will be allowed to be developed and platted in multiple phases for platting. Pursuant to Section 212.172, Tex. Local Government Code, Developer hereby confirms that the Concept Plan for the subdivision of the Property complies with the City's Subdivision Ordinance requirements for concept plans, the zoning district regulations applicable to the Property as set forth in this Agreement, the Style Guide and the City's Comprehensive Master Plan. The Concept Plan constitutes a development plan for the Property, as provided in Subchapter G, Texas Local Government Code.

Subject to the allowable uses set forth in Sections 2.02 and 2.03 hereof, a) the total allowable density of development of the Property shall be limited by the number of Living Unit Equivalents ("LUEs") as measured for water and wastewater service connections, and b) the intensity and timing of development within the Property will be determined solely by Developer; provided, however, that the density of development of the Property shall not exceed one hundred and forty (140) LUEs. So long as Developer does not increase the total density of allowable development, as measured by water and wastewater service connections, Developer may amend the Concept Plan and may amend the layout of lots and on-site infrastructure to serve the Project in compliance with this Agreement. The Concept Plan will expire upon the expiration or termination of this Agreement.

2.04 Preliminary Plan. Developer may submit to the City an application for a preliminary plan for the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. The preliminary plan must comply with the requirements of this Agreement and generally comply with the Concept Plan and the allowable uses set forth in Sections 2.02 and 2.03. The preliminary plan may show lot layouts and street alignments different than shown in the Concept Plan so long as the total level of development, as measured by water and wastewater service connections, does not increase above one hundred and forty 140 LUEs. Developer may request the City, including the City's Planning and Zoning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan. If the preliminary plan application complies with the terms of this Agreement, the City will approve the preliminary plan upon the request of Developer;

provided that the Developer has submitted to the City a request or petition for voluntary annexation as provided in Section 5.02(a) or (b).

2.05 Subdivision Plats. Subdivision plats may be approved and constructed in one or more sections. Developer may submit to the City an application for a subdivision plat for a portion of the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. Developer may submit subdivision construction plans concurrently with a subdivision plat application.

2.06 City Review and Approval. This Agreement shall govern the review and approval of preliminary plans, subdivision plats, subdivision construction plans and other approvals, variances or other municipal authorizations hereafter required or requested by Developer. In anticipation of the voluntary annexation of the Property, the City does not require Developer to submit any application to Hays County for review or approval. The City will accept and review applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property if the final plats, subdivision construction plans and site development permits for the Property comply with the requirements of this Agreement and generally comply with the Concept Plan and the allowable uses set forth herein. The City will approve applications for preliminary plans, subdivision plats and site development permits for the Property if Developer has made a request or petition for voluntary annexation pursuant to Sections 5.02(a) or (b) below, and said applications are in accordance with the requirements of this Agreement. Preliminary plans, subdivision plats, subdivision construction plans, and site development plans hereafter approved pursuant to this Agreement shall expire on the latter of the expiration of the Initial Term of this Agreement, unless the parties agree in writing otherwise, or the date established by the Code.

2.07 Other Fees. Except for fees or expenses otherwise specifically provided for in this Agreement, all fees required by the Code will be paid in accordance with the Code as established on the date that the fee is paid, unless the fee is established at another point in time under State Law or the City Code.

2.08 Fencing. Owner shall construct and the Owner, or a properly formed property owners association, will maintain, repair or replace at minimum a six foot (6') tall decorative metal fence along parkland, open space and drainage facilities that are fenced. This does not include the portion of a back yard fence that may front one of these public improvements or places, but refers to any fencing put in place for benefit of parkland, open space or drainage facilities. In no case shall these fences be dedicated or conveyed to the City. Developer shall assign to a property and/or property owners association the obligation to maintain, repair or replace said fence as required by the Code.

2.09 Additional Amenities. Developer shall provide additional amenities to the Property as follows. Such amenities shall be provided for each phase of development as it is developed. Additional amenities include:

(a) Developer shall form a property owners association as a non-profit corporation ("POA") at the completion of the first phase of development, and the POA shall require dues and be responsible for the maintenance, repair and replacement of any and all amenities, including all

common spaces and any other improvements required to be maintained by the POA under this Agreement or the City Code, made available to occupants of the Property.

(b) Decorative street lighting or street lighting in compliance with Pedernales Electric Cooperative standards, as published on the Effective Date (the "Street Lighting Plan") will be maintained by the POA. The Street Lighting Plan will not require approval by the Planning and Zoning Commission. Street lighting will not be maintained by the City.

(c) The Landscaping Plan will comply with the City Code will be agreed upon by the Developer and the City and will be subject to approval by the city arborist, which approval will not be unreasonably denied, delayed or conditioned.

(d) The Project will abide by all applicable City Codes as if the project were developed inside the City limits, except where the terms of this Agreement modify such Code. To the extent there are conflicts between the terms of the Code, including the zoning regulations, and the terms of this Agreement, this Agreement will control.

ARTICLE 3 PUBLIC STREETS AND SUBDIVISION INFRASTRUCTURE

3.01 Open and Common Space. The duly formed POA shall have the responsibility or obligation to maintain, operate, repair or replace all Open and Common Space in accordance with the Code and with the approved Landscaping plan submitted as a part of the Subdivision Construction Plans.

3.02 Subdivision Infrastructure.

(a) All public streets, roads, sidewalks, drainage, water and wastewater lines and facilities and all other infrastructure within the Property or outside the boundaries of the Property required to serve the Property (the "Subdivision Infrastructure") will be constructed by Developer to meet Code standards, except as provided for herein, and will be dedicated and conveyed to the City at no cost to the City; unless otherwise provided herein.

(b) Pavement width from curb face to curb face shall be twenty-eight feet (28'). Alleys and alley access shall remain private, and be the responsibility of a duly formed and mandatory dues paying POA.

(c) Variances from the Code are hereby granted to allow for the widths of private alleys, restricted to one-way traffic, in the Project to be constructed with twelve (12) feet of pavement within an (18) foot wide access easement and private alleys, providing for two-way traffic, to be constructed with of twenty-four (24) feet of pavement within a thirty (30) foot wide access easement.

3.03 Satisfactory Completion of Developer Improvements. The term "Developer Improvements" includes Subdivision Infrastructure and Utility Improvements, as defined herein. Upon completion of construction of each of Developer Improvements in accordance with the City-approved construction plans, good engineering practices, and Section 41-53(h) and (j), the City

shall accept the Developer Improvements for ownership, maintenance, and operation, except for any such improvements that are required to be owned and/or maintained by the Developer or the POA under this Agreement or the City Code. The City shall not unreasonably deny, delay, or condition its acceptance of such Developer Improvement.

3.04 City Acceptance of Developer Improvements. As a precondition to the City's final acceptance of a Developer Improvement, the following shall be delivered to the City: executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer reasonably requested by the City, in a form and content reasonably acceptable to the City, to evidence the City's ownership of same. Contemporaneously therewith, all bonds, warranties, guarantees, and other assurances of performance, record drawings, easements, project manuals and all other documentation related to Developer Improvement to be accepted will also be delivered to the City and any other items required by the City Code. Utility easements for water and wastewater lines and other utility facilities within the Property may be conveyed by plat dedication or separate agreement and must be conveyed or dedicated to the City prior to the City's acceptance of Developer Improvement.

3.05 City to Own, Operate and Maintain Developer Improvements. From and after the time of the City's final acceptance of a Developer Improvement, the City will own, operate, and maintain each Developer Improvement and shall be responsible for all costs associated with same; provided, however, alleys, decorative street lights, joint use areas, multiuse trails and any other improvements that are required to be owned and/or maintained by the Developer or the POA under this Agreement or the City Code will be maintained by Developer or the POA. Upon the City's acceptance of all the Developer Improvements within a particular subdivision plat and the City's acceptance of water and wastewater service lines within said recorded final plat, Developer shall be allowed to connect to the accepted water and wastewater service lines in such a manner to serve lots within the recorded plat; provided that the City's applicable utility and connection fees are paid and that such connections meet the City's ordinance and technical requirements.

ARTICLE 4 WATER AND WASTEWATER SERVICE

4.01 Intent of the Parties Regarding Utility Services. As of the Effective Date, and again at the time of final plat approval, the City represents that the City has and will have sufficient water and wastewater treatment capacity to allow service connections for one hundred and forty 140 LUEs water and wastewater service to the Property. The City represents that it has rights to sufficient raw water to meet its overall service obligations, including providing water service to the Property in accordance with the terms of this Agreement. The Parties acknowledge that the Property will be built out over a number of years and that the City may decide to incrementally construct additional utility system improvements over time. Developer acknowledges that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand its utility system to enable the City to meet its utility service obligations under this Agreement. Developer further acknowledges the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Agreement. The City acknowledges that Developer requires

certainty regarding the City's plans for meeting the City's utility service obligations under this Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations in accordance with the terms of this Agreement. The Parties acknowledge that the design engineering and construction of an operational utility improvement can require two (2) or more years. Notwithstanding, the City agrees and warrants that it will take whatever steps are necessary to insure that the City can and will provide one hundred and forty (140) LUEs of water and wastewater service incrementally to the Project as and when final plats are approved within the Project.

4.02 General Conditions For Connections to the City Utility System.

(a) The City hereby expressly authorizes and approves the Walton Line, shown on the attached Exhibit "E", as the sole and exclusive method by which wastewater service will be provided to the Project by the City by and through the adjacent development to the east (Casetta Ranch) also owned and developed by Clayton Properties Group, Inc dba Brohn Homes). In the event the City should require that the Walton Line be designed, engineered and constructed to a size greater than that which is necessary to serve the Project and required by the City Code and the Walton property ("Oversized Walton Line"), all costs and expenses of Developer in the design, engineering and construction of the oversized portion of the Oversized Walton Line shall be reimbursed to Developer by the City through the collection, and payment to Developer, of capital recovery fees from other users of the Walton Line or a lump sum payment in the City's sole discretion, in accordance with Exhibit "G". If reimbursement through subsequent user fees has not result in the 100% reimbursement to Developer within 2 years of the completion of the Walton Line, the City will pay the outstanding unreimbursed amount.

(b) If the City modifies: (i) the definition of an LUE as compared to the LUE definition incorporated into this Agreement; (ii) water pressure requirements for a service connection to land within the Property; (iii) fire flow requirements for the issuance of building permits and certificates of occupancy without the installation of a sprinkler system; (iv) a Utility or Developer Improvement required for the City to provide water and wastewater service to any portion of the Property; or (v) any other aspect of water and wastewater service standards, the City shall be responsible for the timely design and construction of any additional utility facilities that would be necessary for the City to meet its water and wastewater service obligations under this Agreement, unless such modification by the City is in response to a request for more than one hundred and forty 140 LUEs of water and wastewater service. If the modifications described in the preceding sentence are required by federal or state law or regulations, the Parties shall consult regarding a reasonable resolution to funding such modifications.

4.03 Service Commitment. The City hereby commits one hundred and forty 140 LUEs of water and wastewater service to the Property.

4.04 Service Connections. The City will timely provide water and wastewater service to Lots within the Project, and will connect each residential unit or structure for another permitted use to the City's water and wastewater system upon completion and City acceptance of the Utility Improvements, payment of applicable fees, establishment of a utility account, and a Certificate of Occupancy being issued for the residential unit or structure and provide water and wastewater

service for the residential unit or structure on the same terms and conditions as provided to all other areas of the City.

4.05 Utility Improvement Construction Obligations.

(a) **Developer.** Developer shall be solely responsible for the engineering and construction of all water and wastewater lines and facilities within the Property and any offsite utility extensions needed to serve the property, including but not limited to the Water Line Project and the Wastewater Line Project described in Exhibits “J” and “K” (collectively, the “Utility Improvements”).

(b) **City Oversizing.** City may, at its discretion, require the oversizing of certain Utility Improvements, and if the City exercises this right during or before plan review, so long as the design, engineering and construction of such oversized Utility Improvements does not unreasonably delay Developer’s development, Developer will be responsible for the costs associated with providing the appropriately sized infrastructure to the Project. The City will pay costs associated with the upsizing, the cost of which shall be determined by the Developer and City Engineer generally in accordance with Exhibits “F” and “G”.

4.06 Service Units Defined. The size of a water meter required for any particular residential or non-residential structure shall be determined according to the City’s applicable construction and plumbing standards in effect at the time that the building permit for that structure is approved, and the number of LUEs per meter to be accounted for hereunder shall be based on Chapter 50 (“Utilities”), Article VI, of the Code, which is incorporated into this Agreement for the limited purposes set forth in this Agreement.

4.07 Use of City Property and Easements. The City hereby consents, at no cost to Developer, to the use of any and all appropriate and available City rights-of-way, sites or easements that may be reasonably necessary to construct a Developer Improvement, or for Developer to perform its obligations under this Agreement; provided, however, that the City’s consent is subject to City approval of the location of a Utility Improvement within the rights-of-way and easements and avoidance of utility facilities existing in such rights of way and easements. The City agrees to cooperate and support Developer’s acquisition of necessary easements from third parties as determined by the city council.

4.08 Easement Acquisition. The Utility Improvements and related easements are necessary and required by the City for the City to provide water and wastewater service to the Property. The City further agrees that there exists a public necessity for the construction of the Utility Improvements; therefore, the City agrees to cooperate and support Developer’s acquisition of necessary easements from third parties.

**ARTICLE 5
ANNEXATION**

5.01 Annexation. The City agrees that the Property will be annexed in accordance with this Agreement.

5.02 Voluntary Annexation.

(a) Developer may submit, at any time, a petition requesting the annexation of all or a portion of the Property; provided that submission of an annexation petition shall be submitted prior to, and shall be a condition precedent to, the City finally approving any preliminary plan, final plat, or related development document as provided in Section 2.06.

(b) If the city council begins annexation proceedings pursuant to this Section 5.02, Developer acknowledges that Section 43.052, Texas Local Government Code does not apply to the City's annexation of the Property. Further, Developer agrees that a request for voluntary annexation pursuant to Section 5.02 (a) or (b) will constitute Developer's waiver of all rights Developer may have under Section 43.052, Texas Local Government Code; save and except the terms of this Development Agreement shall survive.

5.03 Municipal Service Plan. The Parties agree to be bound and obligated to a municipal service plan ("Plan") negotiated by and between the Parties that is sufficient and adequate and hereby binds and obligates Developer, its grantees, successors, purchasers or assigns to install water, wastewater and drainage infrastructure required by this Agreement to service the Property and upon acceptance by the City, the City shall be obligated from such dedication and acceptance to maintain the infrastructure and to provide services. The Plan will be used as the municipal service plan when the City annexes the Property, in accordance with Exhibit "I". The City intends to annex the Property within ninety (90) days after the date of the first reading on the ordinance annexing the Property, if such annexation is approved and adopted by the city council. If the Plan conflicts with this Agreement, this agreement shall rule.

5.04 Land Use Upon Annexation. On the effective date of the annexation of the Property, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered for the uses and development standards set forth in this Agreement; unless Developer substantially amends or abandons the Project, defaults under this Agreement, or permits its Chapter 245, Local Government Code rights to expire. Developer may make application for the zoning of the Property at any time but not later than thirty (30) days after the effective date of the annexation. Upon the adoption of permanent zoning for the Property, the applicable City Code provisions will be subject to the terms, provisions and conditions of this Agreement.

ARTICLE 6

ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

6.01 Assignment of Developer Rights. Developer may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat; provided that the City has consented to the assignment, which will not be unreasonably withheld, delayed, or conditioned. In the event Developer assigns all of its respective rights under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas in order to be effective. This Agreement may be assigned by Developer without the consent of the City to any Developer-affiliated or related entity and Developer will be released from its obligations under

this Agreement upon delivery of a notice of assignment to the City. Any assignment of Developer's rights and obligations hereunder to an entity that is not affiliated with or related to Developer will not release Developer of their respective obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

6.02 Lot Conveyance Not an Assignment. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Developer shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

6.03 Agreement Binding on Assigns. This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Developer, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Developer or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

ARTICLE 7 DEFAULT AND NOTICE

7.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period, provided that the default must be cured within six months.

7.02 Remedies for Default. Whether in contract or tort or otherwise, Developer agrees to waive all claims to damages and other remedies, with the exception of specific or strict performance, such as lost profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever; provided, however, Developer may enforce this Agreement as provided under §245.006 of the Texas Local Government Code.

7.03 Enforcement. The Parties may enforce this Agreement by any proceeding at law or equity except the City is not waiving its right to sovereign immunity nor may this paragraph 7.03 be interpreted as or otherwise construed to be a waiver except as to an action for specific or strict performance. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

7.04 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such specific action by the city council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

7.05 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section I; or (iii) one (1) business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Any notice mailed to the Developer shall be addressed:

Adam B. Boenig
Vice President
Clayton Properties Group Inc. d/b/a Brohn Homes
6720 Vaught Ranch Rd, Suite 200
Austin, Texas 78730
P 512.320.8833
Email Address: adamb@brohnhomes.com

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE 8 PROPERTY AND MORTGAGEE OBLIGATIONS

8.01 Mortgagee Acceptance. Developer shall assure that any mortgage financing obtained for the Property and the Project includes a provision that obligates the mortgagee to continue this Agreement in full force and effect subject to its terms and provisions in the event of a foreclosure or other action by such mortgagee, with a good and sufficient subordination provision, and any such mortgagee shall be deemed to have taken a security interest in the Property

with notice of and subject to this Agreement. Developer shall provide the City with an executed copy of a subordination agreement that is consistent with the requirements of this Agreement.

8.02 Mortgage Protection. This Agreement will not affect the right of Developer to encumber all or any portion of the Property by mortgage, deed of trust or other instrument to secure financing for the Project, subject to the terms and provisions of Section 8.01. The City understands that a lender providing financing of the development of the Property (“Lender”) may require interpretations of or modifications to this Agreement and agrees to not unreasonably refuse to cooperate with Developer and its Lenders’ representatives in connection with any requests for interpretations or modifications so long as such modifications are not substantially inconsistent with the terms of this Agreement. The City agrees not to unreasonably condition, withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

(a) The City will, upon written request of a Lender given to the City by certified mail, return receipt requested, at the addresses provided in Section 7.05, provide the Lender with a copy of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.

(b) Upon default by Developer under this Agreement, a Lender may, but will not be obligated to, promptly cure any default during any cure period extended to Developer, either under this Agreement or under the notice of default.

(c) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such Property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Developer arising prior to the Lender’s acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that Property until all delinquent fees and other obligations of Developer under this Agreement that relate to the Property have been paid or performed.

8.03 Certificate of Compliance. Within thirty (30) days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

(a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification;

(b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and

(c) any other information that may be reasonably requested. The City Manager or the Mayor will be authorized to execute any requested certificate on behalf of the City.

**ARTICLE 9
MISCELLANEOUS**

9.01 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

9.02 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

9.03 Recordation. A copy of this Agreement will be recorded in the Official Public Records of Hays County, Texas.

9.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Hays County, Texas.

9.05 Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9.06 Termination or Amendment By Agreement. This Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Developer, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Developer of only the portion of the Property affected by the amendment or termination. The City may terminate this Agreement if the Developer does not obtain preliminary plat approval within five (5) years of the Effective Date. This Agreement will terminate if the preliminary plat expires during the term of this Agreement pursuant to the provisions governing expiration of preliminary plats set forth in the City Code.

9.07 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

9.08 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

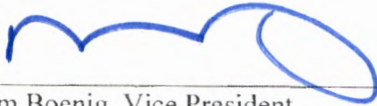
9.09 Anti-Boycott Verification. To the extent this Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law the Company represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (a) boycotts Israel or (b) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

9.10 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law the Developer represents that the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

SIGNED and executed this 16TH day of JUNE, 2019, ~~2019~~ 2020

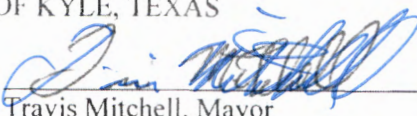
Clayton Properties Group Inc. (dba – Brohn Homes)

By:

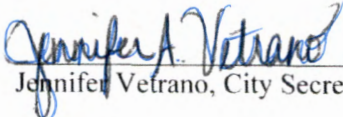

Adam Boenig, Vice President

CITY OF KYLE, TEXAS

By:

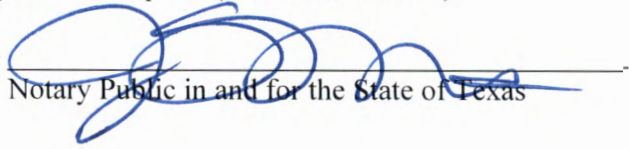

Travis Mitchell, Mayor

ATTEST:


Jennifer Vetrano, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on 4/16/20, 2019, by Adam Boenig, Vice President of Clayton Properties Group Inc (dba Bohn Homes).



Notary Public in and for the State of Texas

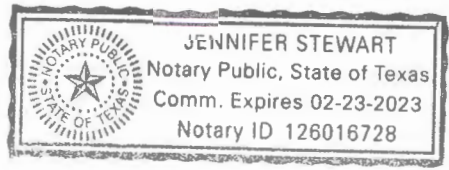


EXHIBIT A
DESCRIPTION OF PROPERTY

A DESCRIPTION OF 29.792 ACRES OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 83.3633 ACRE TRACT OF LAND CONVEYED TO JANSEN EQUIPMENT, INC. IN VOLUME 4335, PAGE 867 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT), AND BEING A PORTION OF A CALLED 105.744 ACRE TRACT OF LAND CONVEYED TO THEODORE H. LEHMAN AND HAZEL L. LEHMAN IN VOLUME 195, PAGE 93 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (DRHCT); SAID 29.792 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found within said 83.3633 acre tract, at the west corner of Lot 2, Brod Subdivision, a subdivision recorded in Volume 16, Page 156 of the Plat Records of Hays County, Texas (PRHCT), and being in the southeast line of Lot 1, Block A, Lehman High School Subdivision, a subdivision recorded in Volume 12, Page 324 (PRHCT), for the northernmost corner hereof;

THENCE, crossing said 83.3633 acre tract with the southwest line of said Lot 2, **S46°27'15"E**, a distance of **384.09** feet to a Mag nail with "Payne 6064" washer set in the concrete footer of a concrete drainage structure, in the southeast line of said 83.3633 acre tract, for the easternmost corner hereof, same being an angle point in the northwest line of a called 97.646 acre tract of land conveyed to Clayton Properties Group, Inc., a Tennessee Corporation doing business in Texas as Brohn Homes, in Document No. 19010347 (OPRHCT), from which a 1/2-inch iron rod found for another angle point in the northwest line of said 97.646 acre tract, same being the south corner of said Lot 2, bears **S46°27'15"E**, a distance of **52.28** feet;

THENCE, with the northwest line of said 97.646 acre tract, same being the southeast line of said 83.3633 acre tract, **S43°22'22"W**, a distance of **799.16** feet to a 1/2-inch iron rod found for the west corner of said 97.646 acre tract, same being the westerly north corner of a called 324.14 acre tract of land conveyed to Walton Texas, LP in Volume 4399, Page 768 (OPRHCT);

THENCE, with the northwest line of said 342.14 acre tract, in part being the southeast line of said 83.3633 acre tract and in part being the southeast line of said 105.744 acre tract, **S43°57'38"W**, a distance of **1235.00** feet to a 1/2-inch iron rod with "Payne 6064" cap set in the southeast line of said 105.744 acre tract, for the southernmost corner hereof, from which a fence post found bears **S43°57'38"W** a distance of **848.14** feet, and **S44°18'49"W** a distance of **448.66** feet;

THENCE, crossing said 105.744 acre tract and said 83.3633 acre tract, the following five (5) courses and distances:

- 1) **N02°21'48"W**, a distance of **117.39** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 2) **N20°40'58"W**, a distance of **286.73** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 3) **N36°14'04"W**, a distance of **156.71** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 4) With a curve to the right, having a radius of **461.85** feet, a delta angle of **27°35'18"**, an arc length of **222.39** feet, and a chord which bears **N06°42'07"W**, a distance of **220.24** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 5) **N17°14'42"E**, a distance of **919.34** feet to a 1/2-inch iron rod found within said 83.3633 acre tract, at an angle point in the southwest line of said Lot 1, for the northwest corner hereof, from which a 1/2-inch iron rod with "Chaparral" cap found for the west corner of said Lot 1 bears **N36°42'55"W**, a distance of **1017.46** feet;

THENCE, continuing across said 83.3633 acre tract with the south line of said Lot 1, the following three (3) courses and distances:

- 1) **S75°00'47"E**, a distance of **883.03** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 2) **N15°03'42"E**, a distance of **233.76** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 3) **N52°15'15"E**, a distance of **209.77** feet to the **POINT OF BEGINNING** hereof, and containing 29.792 acres, more or less.

Surveyed on the ground August 21, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1850-001-TI



8/29/19

Eric J. Dannheim, RPLS
State of Texas #6075



EXHIBIT B
PRIOR AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN CITY OF KYLE, TEXAS, AND LEHMAN FAMILY LIMITED
PARTNERSHIP AND LEHMAN FAMILY TRUST**

This Amended and Restated Development Agreement ("Restated Agreement") is by and between the City of Kyle, Texas, a home rule City situated in Hays County, Texas (the "City") and Lehman Family Limited Partnership and Lehman Family Trust, the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property described herein. The term "Parties" means the City and the Owner.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly described in the attached Exhibit "A" incorporated herein by reference;

WHEREAS, in October 2009, the City and the Owner entered into that one certain Chapter 43 Texas Local Government Code Development Agreement shown in the attached Exhibit "A" ("Prior Agreement");

WHEREAS, the recitals to the Prior Agreement state that the City had initiated the annexation of the Property before the City and the Owner entered into the Agreement pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

WHEREAS, the Prior Agreement provides that if the Owner sells the Property, the Property shall be voluntarily annexed to the City if the Property is intended to be used for development purposes; and,

WHEREAS, the Owner has the Property under contract to sell but does not want to lose the extra-territorial jurisdiction status of the Property if the sale does not close; and,

WHEREAS, due to changed circumstances, the Parties desire to amend and restate the Prior Agreement by terminating and removing the applicability of Section 43.035, Texas Local Government Code, except for subsection (d) of Section 43.035, to the Prior Agreement and by making the Restated Agreement pursuant to only Section 212.172, Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Restated Agreement, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

May 5, 2015

**ARTICLE 1
PURPOSES AND TERM**

1.01 **Purpose.** This Restated Agreement modifies, amends and replaces the Prior Agreement in its entirety as of the effective date of this Restated Agreement.

1.02 **Authority.** Authority for the Owner and the City to enter into this Restated Agreement exists under the City Charter of the City, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, ("Subchapter G"); and Chapter 395, Tex. Local Government Code ("Chapter 395") and other statutes as may be applicable.

1.03 **Owner Execution.** The Owner acknowledges that each and every owner of the Property must sign this Restated Agreement in order for the Restated Agreement to take full effect, and the Owners who sign this Restated Agreement covenant and agree, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Restated Agreement.

1.04 **Term.** The term of this Restated Agreement will commence on the Effective Date and continue for nine (9) years thereafter, unless sooner terminated under this Restated Agreement as provided herein, (the "Term"). After the first Term, this Restated Agreement may be extended for successive five-year periods upon written agreement signed by the Owner and the City.

**ARTICLE 2
PRELIMINARY AND FINAL PLATS**

2.01 **Generally.** All development applications relating to the Property will comply with the Code of Ordinances and other ordinances not codified of the City of Kyle ("Code") as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City.

2.02 **Preliminary Plan.** The Owner may submit to the City an application for a preliminary plan for the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property subject to 3.02 below. Pursuant to Section 41-45 of the City Code, the Owner may request the City, including the City's Zoning and Planning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan.

2.03 **Subdivision Plats.** The Owner may submit to the City an application for a subdivision plat for a portion of the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property subject to 3.02 below. Owner may submit subdivision construction plans concurrently with a subdivision plat application.

May 5, 2015

2.04 City Review and Approval. In anticipation of the voluntary annexation of the Property, the City will not require the Owner to submit any development applications to Hays County for review or approval. The City will accept and review applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property.

ARTICLE 3 ANNEXATION

3.01 Involuntary Annexation. Except as provided in Section 3.02, the City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the term of this Restated Agreement. Except as provided in this Restated Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan during the term of this Restated Agreement.

3.02 Voluntary Annexation.

(a) Owner may submit, at any time, a signed petition requesting the annexation of all or a portion of the Property.

(b) If an application for a preliminary plan under 2.02 of this agreement, final plat under 2.03 or any related development permit relating to the Property is filed and such application is not withdrawn by the 180th day after the day of the City's acceptance of such application, then Owner's failure to withdraw any such application will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(c) If a preliminary plan, final plat or related development permit relating to the Property is approved by the City, such approval will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(d) If an application for a preliminary plan, final plat or related development permit relating to the Property is filed and such application is withdrawn on or before the 180th day after the day of the City's acceptance of such application, then such withdrawn application will not constitute or be deemed a petition for voluntary application.

3.03 Waiver of Owner's Rights Under § 43.035. If the City Council begins annexation proceedings pursuant to Section 3.02, the Owner acknowledges and agrees that Section 43.052, Texas Local Government Code, does not apply to the City's annexation of the Property. Further, Owner agrees that voluntary annexation pursuant to Section 3.02 (a), (b) or (c) will constitute Owner's waiver of all rights Owner may have under Section 43.052, Texas Local Government Code.

3.04 Change in Annexation Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Restated Agreement or the City's ability to annex the Property pursuant to the terms of this Restated Agreement.

ARTICLE 4 EXISTING USE

4.01 Existing Use. Until a request for voluntary annexation is made in accordance with Section 3.02, Owner covenants and agrees not to use the Property for any use other than for agriculture or wildlife management, except for any now-existing single family residential use of the Property, without the prior written consent of the City. The City will not enforce any planning and development authority and regulations that interfere with the use of the Property for agriculture and wildlife management purposes. Until a request for voluntary annexation is made in accordance with Section 3.02, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the Parties can modify the description of the land subject to this Restated Agreement. This Section 4.01 expires upon the annexation of the Property by the City.

4.02 Eminent Domain. The City reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Section 212.172 Texas Local Government Code development agreement.

ARTICLE 5 ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

5.01 Notice to Purchaser. The Owner shall give written notice of this Restated Agreement to a prospective purchaser or grantee of any portion of the Property prior to such sale or conveyance. The Owner shall give the City written notice of such sale or conveyance; provided, however, this sentence will not apply to a sale or conveyance among the owners of the Property.

5.02 Assignment of Owner Rights. The Owner's rights and obligations under this Restated Agreement may be assigned in whole or part, subject to the prior written consent of the City, which shall not be unreasonably withheld, to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event the Owner assigns all of its respective rights under this Restated Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas in order to be effective.

May 5, 2015

5.03 Agreement Binding on Assigns. This Restated Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by the Owner, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Restated Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to the Owner or the City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Restated Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**ARTICLE 6
MISCELLANEOUS**

6.01 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to a particular Party, as the case may be, at the address hereinafter stated; or (iii) one business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Any notice mailed to the Owner shall be addressed:

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

6.02 Multiple Originals. The Parties may execute this Restated Agreement in one or more duplicate originals, each of equal dignity.

6.03 Recordation. This Restated Agreement shall be a covenant running with the Property and a copy of this Restated Agreement will be recorded in the Official Public Records of Hays County, Texas.

6.04 Governing Law. This Restated Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Restated Agreement shall remain in full force and effect. This Restated Agreement is performable in Hays County, Texas.

May 5, 2015

6.05 Termination or Amendment By Agreement. This Restated Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Owner, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owner of only the portion of the Property affected by the amendment or termination.

6.06 Damages; Waiver. Whether in contract or tort or otherwise, the Owner agrees to waive all claims to damages and other remedies, including specific or strict performance, lost profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Damages, if any, will be limited to amounts recoverable under §271.153 of the Texas Local Government Code.

6.07 Enforcement. This Restated Agreement may be enforced by the Owner but only as provided under §271.153 of the Texas Local Government Code or by the City by any proceeding at law or equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Restated Agreement thereafter.

6.08 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

6.09 No Third Party Beneficiary. This Restated Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

6.10 Effective Date. This Restated Agreement will be effective as of the date upon which all Parties have executed the Restated Agreement.

6.11 Entire Agreement. This Restated Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

OWNER:

Lehman Family Trust

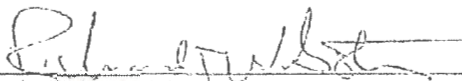
By: Peggy Jensen

May 5, 2015

7

ACKNOWLEDGEMENT

CITY OF KYLE, TEXAS

By: 
R. Todd Webster, Mayor

ATTEST:


Amelia Sanchez, City Secretary

May 5, 2015

**EXHIBIT A
PRIOR AGREEMENT**

May 5, 2015

9

Item # 7

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH LEHMAN FAMILY LIMITED PARTNERSHIP AND LEHMAN FAMILY TRUST, TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle, Texas (the "City") has initiated several annexations for the purpose of filling gaps and providing for greater continuity within the city limits; and

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code" (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, HAYS COUNTY, TEXAS, THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

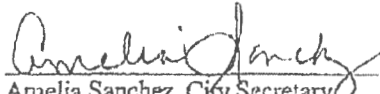
Section 2. Agreement Approved. The City Council hereby approves the Development Agreement Under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

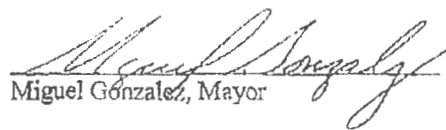
Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

FINALLY PASSED AND APPROVED on this the 6th day of October, 2009.

ATTEST:

THE CITY OF KYLE, TEXAS


Amelia Sanchez, City Secretary


Miguel González, Mayor

STATE OF TEXAS §
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 45.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement Under Section 45.035, Texas Local Government Code is entered between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Hays County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the

Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement, without the prior written consent of the City. The Owner's use of the property as of the Effective Date includes the following:
 - (1) Raising and selling of livestock, including pigs, hogs, and cattle.
 - (2) The planting, cultivation, harvesting, and destruction of crops, plowing of the land and application of herbicides, insecticides, fertilizers, and other chemical performed by ground rigs, airplanes, and helicopters; and
 - (3) Storage and selling of grains, crops, chemicals, fertilizer, and feed.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Hays County or the City until the Property is annexed into and zoned by the City, provided that the Property may be subdivided into two parcels that are greater than five acres in size if required by a lender to finance the construction of a new single family home or other building or structure that is authorized to be constructed on the Property under Section 2(c).
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Agricultural District (District "A") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences, except as authorized in this Section 2(c)) are exceptions to this Section 2(c). One additional new single family residence may be constructed on the Property if the residence is to be occupied by family members of the Owner who participate in the ownership or operation of the agricultural, timberland, or wildlife management uses of the Property. Proof of qualification for this exception must be presented at the time of application for a building permit.
- (d) The City's Agricultural District (District "A") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "A", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Structures that exist on the Property on the Effective Date shall not be subject to setback requirements. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed

in compliance with the regulations for the Agricultural District (District "A") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement. Building permits and related inspections shall not be required for accessory structures related to the existing use of the Property.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
- (1) The filing of any application for plat approval, site plan approval, building permit (excluding building permit applications for construction of a new single family residence or additions to an existing single family residence authorized to be located on the Property under Section 2), or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as

specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property. A City regulation shall be deemed to materially interfere with the use of the Property for agriculture, wildlife management, or timber if the regulation prohibits one of the uses of Property listed in Section 2(a) or a use authorized by Chapter 23, Texas Tax Code; provided that the City may regulate hunting to the extent authorized by Chapter 229, Texas Local Gov't Code. It is the intent of the parties that the enforcement of City regulations during the term of this Agreement does not prevent the Owner from continuing the Owner's agricultural operation under current practices that are compliant with applicable state and federal law or under future practices that occur due to changes in technology, methods, or applicable state or federal law and that are compliant with applicable state and federal law.

Section 5. Term. The term of this Agreement (the "Term") is fifteen (15) years from the Effective Date. The Agreement may be extended for two additional fifteen year terms upon the agreement of both parties and approval by the City Council

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Hays County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation

shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Hays County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 5th day of October, 2009.

Owner (s)

Harold Lehman
Printed Name: Harold Lehman

Printed Name: _____

City of Kyle, Texas

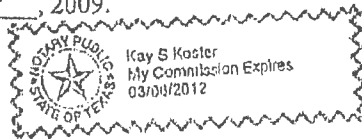
Miguel Gonzalez
Miguel Gonzalez, Mayor

STATE OF TEXAS §

COUNTY OF HAYS §

Hazel Lehman BEFORE ME the undersigned authority on this day personally appeared Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of October, 2009.



Kay S. Koster
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2009.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared Miguel Gonzalez, Mayor, City of Kyle, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

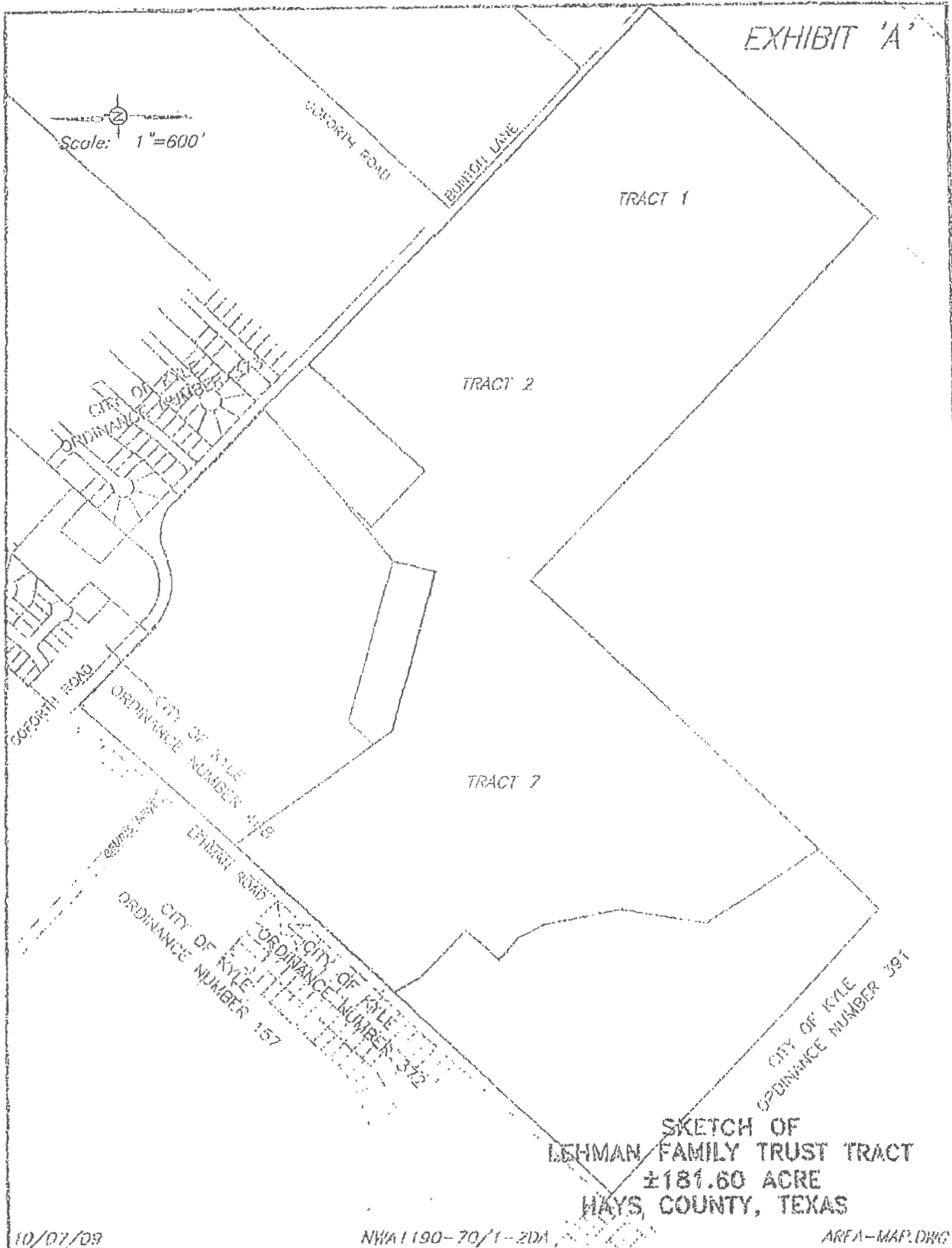
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of October, 2009.



Amelia L. Sanchez
Notary Public - State of Texas

EXHIBIT 'A'

Scale: 1"=600'



10/07/09

NWA1190-70/1-2DA

ARFA-MAP.DWG

LEHMAN FAMILY TRUST
DEVELOPMENT AGREEMENT
CITY OF KYLE, TEXAS

TRACT 1

All that certain tract or parcel of land, called 46.68 acres, conveyed to Hazel M. Lehman, Trustee of the Lehman Family Trust by Will of Theodore H. Lehman, as recorded in Volume 280, Page 213 Official Public Records of Hays County, Texas.

TRACT 2

All that certain tract or parcel of land, called 50.11 acres, conveyed to Hazel M. Lehman, Trustee of the Lehman Family Trust by Will of Theodore H. Lehman, as recorded in Volume 285, Page 171 Official Public Records of Hays County, Texas.

TRACT 7

All that certain tract or parcel of land, called 83.4273 acres, conveyed to Lehman Family Limited Partnership and Lehman Family Trust, Hazel M. Lehman, Trustee, by deed recorded in Volume 3352, Page 175 Official Public Records of Hays County, Texas.

19/13/2021

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
 102 N. LBJ Dr.
 San Marcos, TX 78666
 Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: SM-2009-343211

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
 HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
 HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Quick Ref ID: R70300
 Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) - 100%
 Owner Address: HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Property: 10-0263-0009-00000-2
 Legal Description: A0263 JOHN JONES SURVEY, ACRES 84.4273

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2008					
Plum Creek	18,150	0.018000	3.27	3.27	3.27
Hays Consolidated	18,150	1.461300	265.23	265.23	265.23
Special Road Dist	18,150	0.080100	14.54	14.54	14.54
Plum Creek	18,150	0.018000	3.27	3.27	3.27
Hays County	18,150	0.374900	68.05	68.05	68.05
Hays Co ESD #5	18,150	0.085000	15.43	15.43	15.43
				Total Payment Amount	369.79
				Check Payment Tendered	369.79
				Total Tendered	369.79

Date Paid: 01/08/2009
 Effective Date: 01/08/2009
 Station: Luanne
 Cashier: LuanneC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
 102 N. LBJ Dr.
 San Marcos, TX 78666
 Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: SM-2009-343213

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
 HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
 HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Quick Ref ID: R12600
 Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) - 100%
 Owner Address: HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Property: 10-0021-0010-00000-2
 Legal Description: A0021 MILTON B ATKINSON SURVEY,
 ACRES 50.06

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2008					
Plum Creek	10,760	0.018000	1.94	1.94	1.94
Hays Consolidated	10,760	1.481300	157.23	157.23	157.23
Special Road Dist	10,760	0.080100	8.62	8.62	8.62
Plum Creek	10,760	0.018000	1.94	1.94	1.94
Hays County	10,760	0.374900	40.34	40.34	40.34
Hays Co ESD #5	10,760	0.085000	9.15	9.15	9.15
				Total Payment Amount	219.22
				Check Payment Tended	219.22
				Total Tended	219.22

Date Paid: 01/08/2009
 Effective Date: 01/08/2009
 Station: Luanne
 Cashier: LuanneC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
 102 N. LBJ Dr.
 San Marcos, TX 78666
 Ph: 512-393-5546 Fax: 512-393-5517



Receipt Number: SM-2009-343214

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
 HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
 HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Quick Ref ID: R12590
 Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) - 100%
 Owner Address: HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Property: 10-0021-0009-00000-2
 Legal Description: A0021 MILTON B ATKINSON SURVEY,
 ACRES 48.68

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2008					
Plum Creek	10,470	0.018000	1.88	1.88	1.88
Hays Consolidated	10,470	1.461300	153.00	153.00	153.00
Special Road Dist	10,470	0.080100	8.39	8.39	8.39
Plum Creek	10,470	0.018000	1.88	1.88	1.88
Hays County	10,470	0.374900	39.25	39.25	39.25
Hays Co ESD #5	10,470	0.085000	8.90	8.90	8.90
				Total Payment Amount	213.30
				Check Payment Tendered	213.30
				Total Tendered	213.30

Date Paid: 01/08/2009
 Effective Date: 01/08/2009
 Station: Luanne
 Cashier: LuanneC

TAX RECEIPT

HAYS COUNTY TAX OFFICE
Luanne Garaway Tax Assessor-Collector
 102 N. LBJ Drive
 San Marcos, TX 78666
 (512) 393-8545

This is a receipt for taxes paid as of 11/16/2007 based upon the tax records of the County Tax Office.

Station : dianec	Receipt Number : SM-2007-233926
Cashier : DianeC	Date Paid : 11/16/2007 Effective Date: 11/16/2007
Tax Years : 2007	Tender Method : Check Payment - 1621
Payor : LEHMAN, HAZEL LIPPE	Total Paid : 1,656.53

Payor: LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD
 KYLE, TX 78640

Owner: Multiple Owners

LEGAL DESCRIPTION

ENTITIES

R11514 : ABS 14 JOHN STUART SURVEY 38.93 AC R12599 : A0021 MILTON B ATKINSON SURVEY, ACRES 48.68 R12600 : A0021 MILTON B ATKINSON SURVEY, ACRES 50.11 R70073 : ABS 14 JOHN STUART SURVEY 20.00 AC R70300 : A0263 JOHN JONES SURVEY, ACRES 111.6283 R70301 : ABS 263 JOHN JONES SURVEY 1.00 AC GEO#90602151	FHA Hays Co ESD #5 SHA Hays Consolidated ISD GHA Hays County PCC Plum Creek Conservation District WPC Plum Creek Groundwater District RSP Special Road Dist
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PAYMENT SUMMARY

R11514 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0014-0078-00000-2

Tax Year / Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty&Int	Coll. Penalty	Amount Paid
2007 FHA	7,880.00	0.077000	6.07	6.07	0.00	0.00	6.07
2007 SHA	7,880.00	1.461300	115.15	115.15	0.00	0.00	115.15
2007 GHA	7,880.00	0.371400	29.26	29.26	0.00	0.00	29.26
2007 PCC	7,880.00	0.017800	1.40	1.40	0.00	0.00	1.40
2007 WPC	7,880.00	0.018000	1.42	1.42	0.00	0.00	1.42
2007 RSP	7,880.00	0.086000	6.78	6.78	0.00	0.00	6.78
Total Payment for Property R11514							160.08

R12599 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0021-0009-00000-2

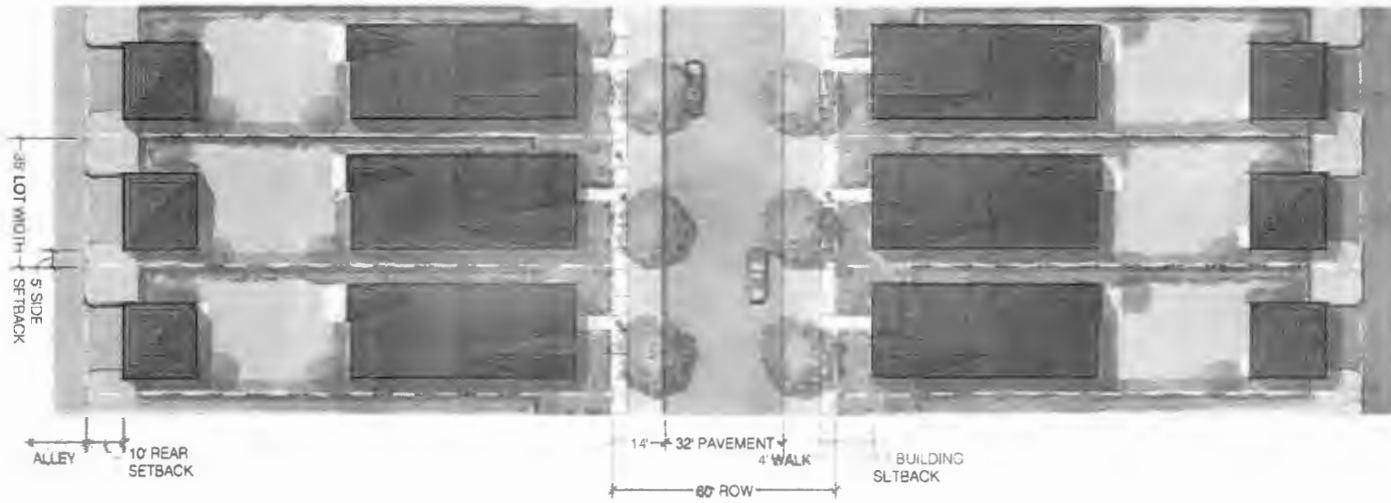
Tax Year / Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty&Int	Coll. Penalty	Amount Paid
2007 FHA	9,850.00	0.077000	7.58	7.58	0.00	0.00	7.58
2007 SHA	9,850.00	1.461300	143.94	143.94	0.00	0.00	143.94
2007 GHA	9,850.00	0.371400	36.59	36.59	0.00	0.00	36.59
2007 PCC	9,850.00	0.017800	1.75	1.75	0.00	0.00	1.75
2007 WPC	9,850.00	0.018000	1.77	1.77	0.00	0.00	1.77
2007 RSP	9,850.00	0.086000	8.47	8.47	0.00	0.00	8.47
Total Payment for Property R12599							200.10

R12600 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0021-0010-00000-2

Tax Year / Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty&Int	Coll. Penalty	Amount Paid
2007 FHA	10,140.00	0.077000	7.81	7.81	0.00	0.00	7.81
2007 SHA	10,140.00	1.461300	148.18	148.18	0.00	0.00	148.18
2007 GHA	10,140.00	0.371400	37.66	37.66	0.00	0.00	37.66
2007 PCC	10,140.00	0.017800	1.80	1.80	0.00	0.00	1.80
2007 WPC	10,140.00	0.018000	1.83	1.83	0.00	0.00	1.83
2007 RSP	10,140.00	0.086000	8.72	8.72	0.00	0.00	8.72
Total Payment for Property R12600							206.00

EXHIBIT C
PLAN VIEW AND STREET SCAPE ILLUSTRATIONS



KYLE, TEXAS

FEBRUARY 26, 2019

CASSETTA RANCH

TYPICAL STREET PLAN - 35' LOTS





PHOTO
STUDIO

KYLE, TEXAS

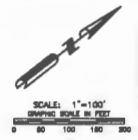
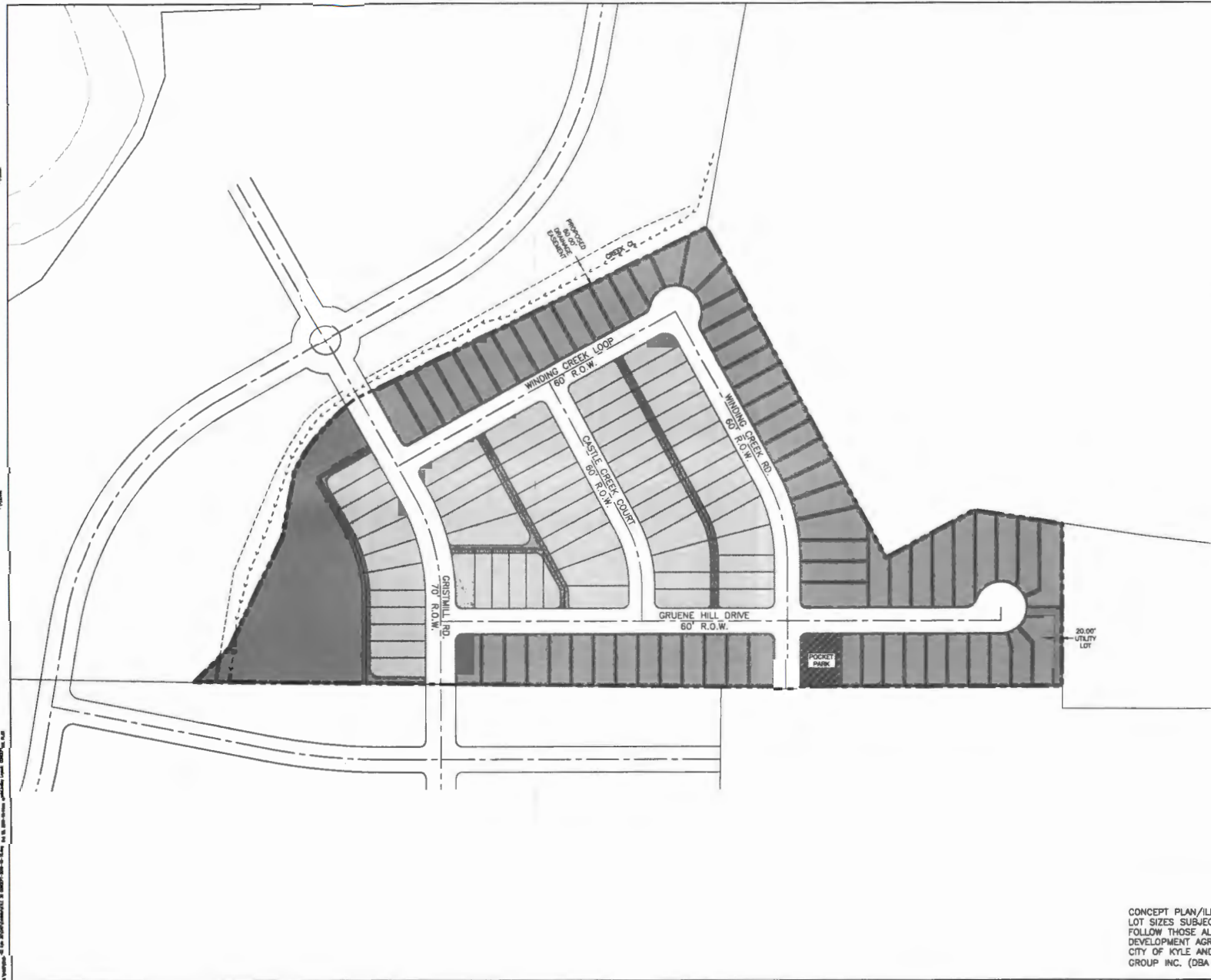
FEBRUARY 20, 2019

CASSETTA RANCH

TYPICAL STREET VIEW - 35' LOTS



**EXHIBIT D
CONCEPT PLAN**



LEGEND

- 40' SINGLE FAMILY
- 50' SINGLE FAMILY
- ALLEY EASEMENT
- OPEN SPACE

SUMMARY	
TOTAL ACREAGE:	30
NUMBER OF BLOCKS:	5
40' X 140' LOTS:	84
50' X 120' LOTS:	85
OPEN SPACE LOTS:	3
TOTAL LOTS:	132

DANNENBAUM
 ENGINEERING COMPANY - AUSTIN, LLC
 T.E.P.E. FIRM REGISTRATION # F-8995
 AND LOCATING CERT. NO. 111 101 10000 10 10000 10 10000

KYLE 30
 CONCEPTUAL PLAN
 CONCEPTUAL PLAN

This document is submitted for the purpose of being recorded in the public records of the City of Kyle, Texas. It is not to be used for any other purpose without the written consent of the engineer.

REVISIONS

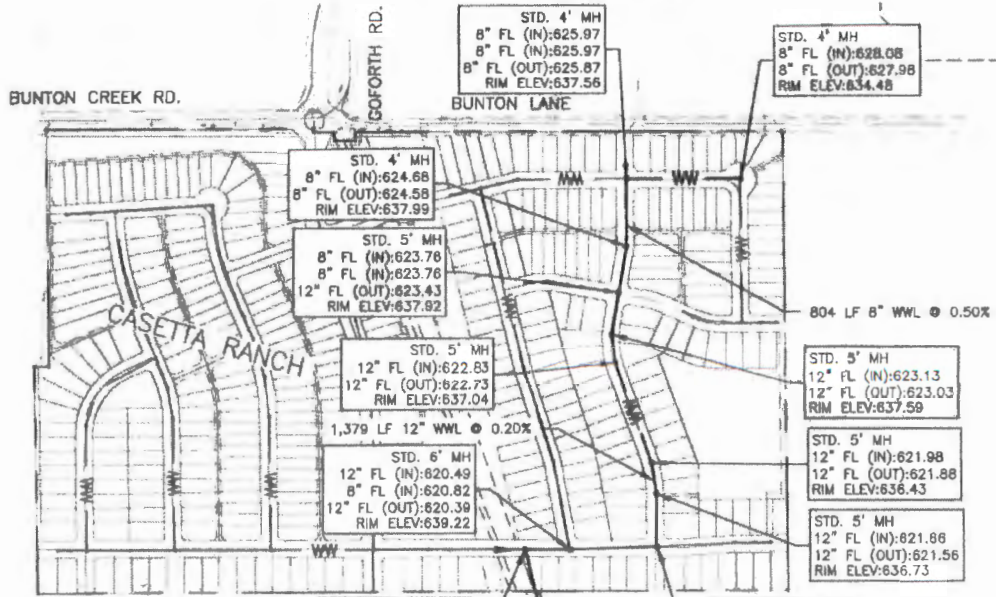
NO.	DATE	DESCRIPTION

CONCEPT PLAN/ILLUSTRATIVE PLAN ONLY. LOT SIZES SUBJECT TO CHANGE AND WILL FOLLOW THOSE ALLOWED PER THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KYLE AND CLAYTON PROPERTIES GROUP INC. (DBA BROHN HOMES)

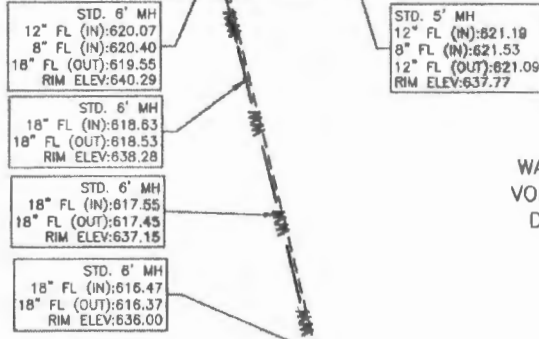
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BY	JF		
JOB NUMBER	5119-02		

EXHIBIT E
WALTON LINE

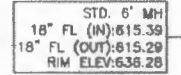
CASSETTA RANCH WWL EXHIBIT



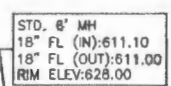
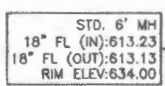
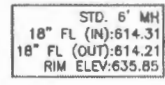
WALTON TEXAS, LP
VOL. 4399/PG. 768
DOC# 12020958



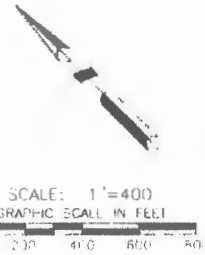
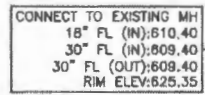
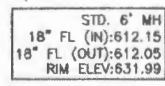
4,023 LF 18" WWL @ 0.20%



WALTON TEXAS, LP
VOL. 4399/PG. 768
DOC# 12020958



EX. TREATED WATER PIPELINE AND ELECTRICAL EASEMENTS



EX. PLUM CREEK 30" WWL Ⓞ OF PLUM CREEK

EXHIBIT F

(a) In the event that the City authorizes oversizing of a water line, the Developer shall solicit private bids for the Water Line Project based on the City Engineer-approved design, plans and specifications for the Water Line Project, and recommend the lowest qualified bidder/contractor to the City. The Water Line private bids will be stated or quoted with alternate bids being required for a water line sized to serve the Project as required by the City Code (“**Alternate #1**”) and the size water line required by the City (“**Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project.

(b) Prior to bidding the Water Line Project, the Developer shall provide the City Engineer and the purchasing agent with a copy of the documents soliciting the bids. Within seven (7) business days, the City Engineer will review the description of the Project for compliance with this Agreement and notify the Project Engineer of any corrections to be made.

(c) After bids are solicited, the Project Engineer will provide the City Engineer and the City’s purchasing agent with copies of the bids. Within ten business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and shall notify the Project Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Project Engineer shall cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (c), or submit the bid to the City Council for approval.

(d) The Reimbursable Costs for the Water Line Project, which shall be:

- (1) the difference between the dollar amount of the approved bid for Water Line Project Alternate #1 and the dollar amount of the approved bid for Water Line Project Alternate #2; and

provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer.

(e) It is estimated that the Reimbursable Costs for the Water Line Project will be less than \$50,000. In the event that the difference between Alternate #2 and Alternate #1 exceeds \$50,000, the Parties shall confer to determine whether (i) the Water Line Project should be rebid; (ii) there is a lawful exception to publicly bidding the Water Line Project; or (iii) the Water Line Project should be bid in accordance with Chapter 252, Texas Local Gov’t Code, and thereafter the Parties shall work in good faith to cause the Water Line Project to be rebid and this Addendum amended, if required.

(f) The City will pay for the Reimbursable Costs of the Water Line Project from any funds available from the City, including but not limited to water impact fees, either in a lump sum payment

or through water impact fee reimbursements from customers who connect to the water Line Project. The method of payment for the Reimbursable Costs of the Water Line Project shall be at the City's sole discretion.

EXHIBIT G

(a) This Exhibit shall govern City cost-participation in the oversizing of the Walton Line or another wastewater line in the Project. The Developer shall solicit private bids for the Wastewater Line Project based on the City Engineer-approved design, plans and specifications for the Wastewater Line Project, and recommend the lowest qualified bidder/contractor to the City. The Wastewater Line private bids will be stated or quoted with alternate bids being required for Wastewater line sized to serve the Project as required by the City Code (“**Alternate #1**”) and a Wastewater line in the size required by the City line (“**Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Line Project.

(b) Prior to bidding the Wastewater Line Project, the Developer shall provide the City Engineer and the purchasing agent with a copy of the documents soliciting the bids. Within seven (7) business days, the City Engineer will review the description of the Project for compliance with this Agreement and notify the Project Engineer of any corrections to be made.

(c) After bids are solicited, the Project Engineer will provide the City Engineer and the City’s purchasing agent with copies of the bids. Within ten business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and shall notify the Project Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Project Engineer shall cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (c) or submit the bid to the City Council for approval .

(d) The Reimbursable Costs for the Wastewater Line Project, which shall be:

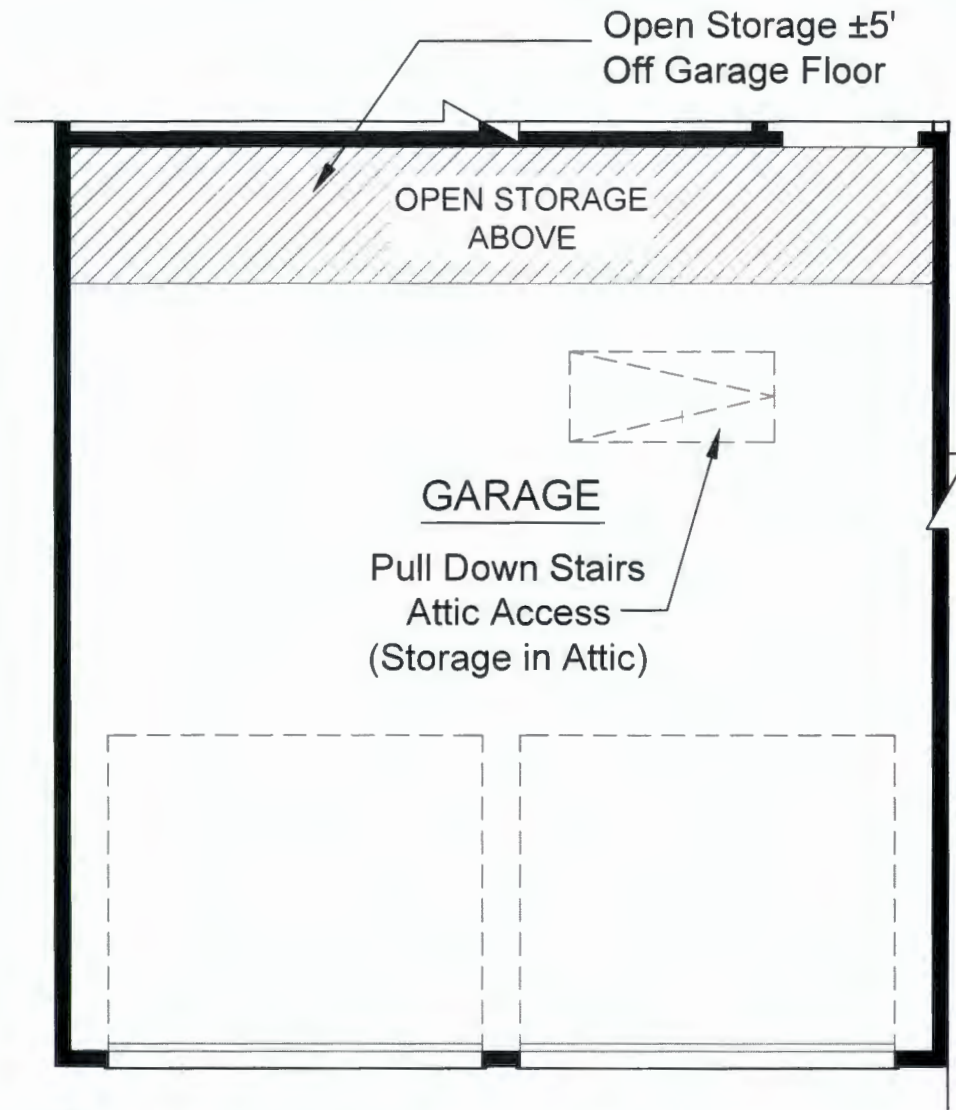
- (1) the difference between the dollar amount of the approved bid for Wastewater Line Project Alternate #1 and the dollar amount of the approved bid for Wastewater Line Project Alternate #2; and

provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer.

(e) It is estimated that the Reimbursable Costs for the Wastewater Line Project will be less than \$50,000. In the event that the difference between Alternate #2 and Alternate #1 exceeds \$50,000, the Parties shall confer to determine whether (i) the Wastewater Line Project should be rebid; (ii) there is a lawful exception to publicly bidding the Wastewater Line Project; or (iii) the Wastewater Line Project should be bid in accordance with Chapter 252, Texas Local Gov’t Code, and thereafter the Parties shall work in good faith to cause the Wastewater Line Project to be rebid and this Addendum amended, if required.

(f) The City will pay for the Reimbursable Costs of the Wastewater Line Project from any funds available from the City, including but not limited to wastewater impact fees, either in a lump sum payment or through wastewater impact fee reimbursements from customers who connect to the Wastewater Line Project. The method of payment for the Reimbursable Costs of the Wastewater Line Project shall be at the City's sole discretion.

EXHIBIT H
GARAGE STORAGE



① OPEN STORAGE @ GARAGE TYP.
A

**Location and Dimensions of Storage and Attic Access May Vary*

EXHIBIT I

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED TO THE CITY OF KYLE

WHEREAS, the City of Kyle, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "Property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a municipal service plan be adopted with the annexation ordinance;

WHEREAS, the Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements by the City are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the Property into the City;

WHEREAS, the Property will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, the City of Kyle, a home rule city situated in Hays County, Texas (the "City") and Clayton Properties Group, Inc. d/b/a Brohn Homes ("Developer") on _____ entered into that one certain Development Agreement ("Development Agreement") to which reference is made for all purposes;

NOW, THEREFORE, the following municipal services will be provided for the Property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to this Plan, the following municipal services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City volunteer fire fighting force and emergency services district with the limitations of water available. Radio response for Emergency Medical Services with the personnel serving the area and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned Agricultural District "A" with the intent to rezone the Property upon request of the landowner(s) or city staff. The Planning & Zoning Commission and the City Council will consider rezoning the Property at future times in response to requests submitted by the landowner(s) or requested by city staff.

(2) **Scheduled Municipal Services.** Depending upon the Property owner's plans and schedule for the development of the Property or redevelopment of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

- (i) In accordance with the Development Agreement.
- (ii) As set forth in the Development Agreement, the Property owner(s) shall construct the internal and off-site water lines and facilities (the "Water System") and, as agreed to in the Development Agreement, pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Water System, water service will be provided by the City utility department on the same terms, conditions and requirements as are

applied to all similarly situated areas and customers of the City, subject to the Development Agreement, and to the extent not in conflict with the Development Agreement, all the ordinances, regulations and policies of the City in effect from time to time. The Water System will be accepted and maintained by the City in accordance with its usual policies. Requests for new water extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

- (i) In accordance with the Development Agreement.
- (ii) As set forth in the Development Agreement, the Property owner(s) shall construct the internal and off-site sewer lines and facilities (the "Sewer System") and, as agreed to in the Development Agreement, pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to the Development Agreement, and to the extent not in conflict with the Development Agreement, all the ordinances, regulations and policies of the City in effect from time to time. The Sewer System will be accepted and maintained by the City in accordance with its usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

C. Maintenance of public streets and rights-of-way as appropriate as follows:

- (i) Except as set forth in the Development Agreement, the City will provide maintenance services on public streets within the Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited as follows:
 - (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;
 - (B) Routine maintenance as presently performed by the City; and
 - (C) The Property owner(s) have specifically agreed that maintenance services will be of little benefit and will not be required or needed on the

Property, prior to the Property owner(s), its grantees, successors and assigns completing the construction and dedication of streets to the City in compliance with City subdivision regulations.

(ii) Following installation of the roadways, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within, and adjacent to, the boundaries of the Property if dedicated and accepted, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the Property abut existing roadways. The Property owner(s) agree that no City improvements are required on such roadways to service the Property except as set forth in the Development Agreement. If the owner(s) develop the Property so as to impact abutting roadways pursuant to the City's subdivision regulation, the owner(s) agree to comply with such ordinances as set forth in the Development Agreement.

(3) **Special Services and Actions.** Although the City reserves all its governmental authority, powers and discretion, if the City shall unreasonably refuse to grant the permits and approvals above provided in (2)(A), (B) & (C), then in that event the owner(s) may request and obtain disannexation of the Property pursuant to this service plan; provided that if the City shall, in the exercise of its discretion and authority, approve the permits and events set forth in (2)(A), (B) & (C) above, the Property shall be and remain within the corporate limits of the City.

(4) **Capital Improvements.** Construction of capital improvements shall be initiated after the effective date of the annexation as set forth in the Development Agreement: Water and wastewater facilities that are identified in the Development Agreement, as and when funded pursuant to the Development Agreement. Upon development of the Property or redevelopment, the landowner(s) will be responsible for the development costs the same as a developer or landowner in a similarly situated area under the ordinances in effect at the time of development or redevelopment, except as set forth in the Development Agreement. No additional capital improvements are necessary at this time to service the Property, except those specifically enumerated in the Development Agreement. The Property owner(s)

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for itself, its grantees, successors, and assigns agree that no capital improvements are required to service the Property, except as set forth in the Development Agreement, the same as similarly situated properties already within the City.

(5) **Term.** If not previously expired under the term set out in state law, this service plan expires at the expiration of the Development Agreement.


(6) **Property Description.** The legal description and map of the Property are as set forth in Exhibit "A" that is attached to the Development Agreement to which this negotiated municipal service plan is attached as Exhibit "N".

THE STATE OF TEXAS

COUNTY OF HAYS

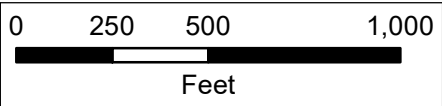
I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20030094 AGREEMENT
07/22/2020 03:01:17 PM Total Fees: \$270.00

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas

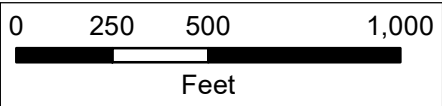
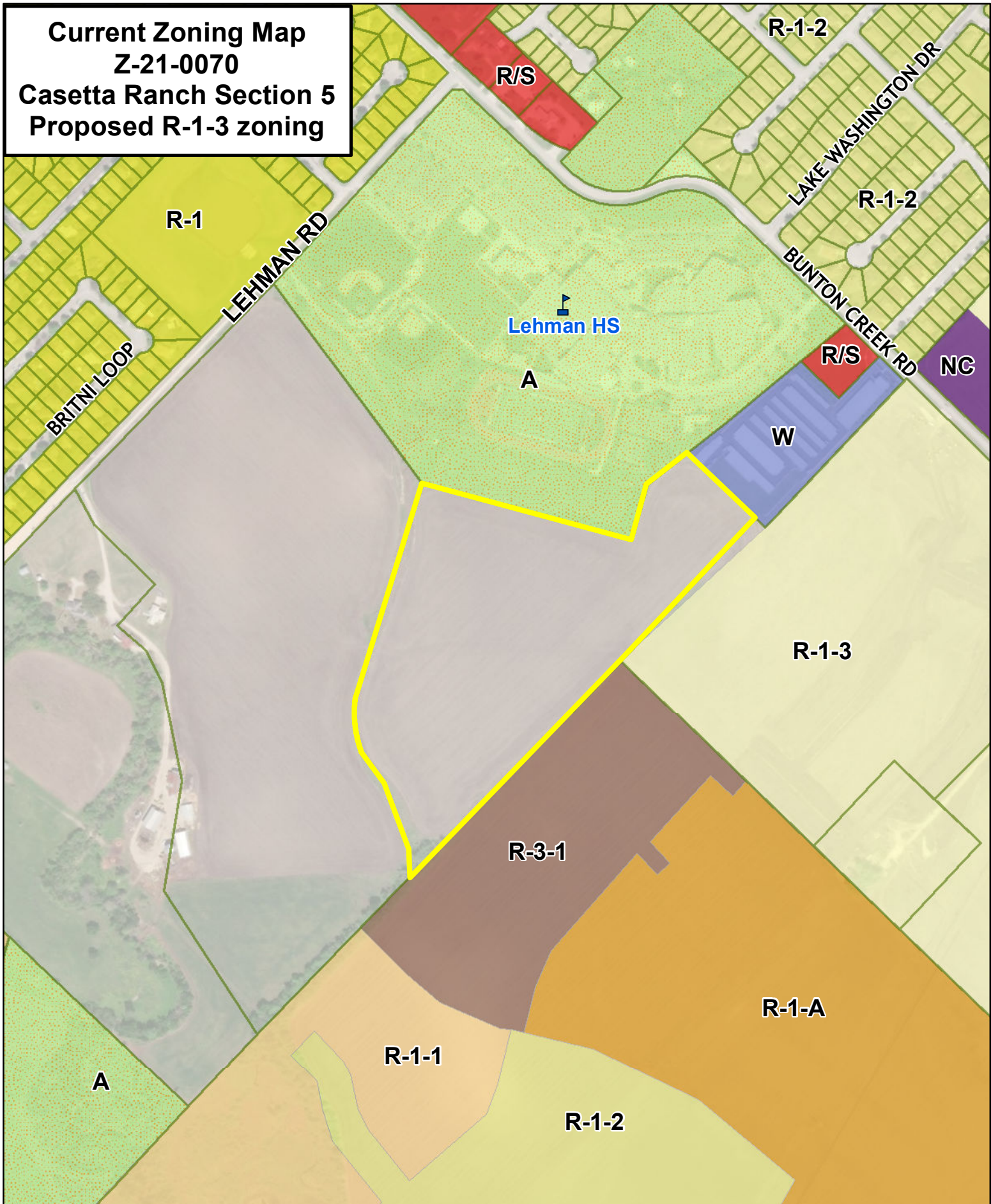
Project Location Map
Z-21-0070
Casetta Ranch Section 5
Proposed R-1-3 zoning



 Property Location

 Parcel Lines

**Current Zoning Map
Z-21-0070
Casetta Ranch Section 5
Proposed R-1-3 zoning**



 Property Location

 Parcel Lines

Landuse Districts Map
Z-21-0070
Casetta Ranch Section 5
Proposed R-1-3 zoning

**Mid-Town
Community**

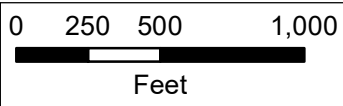
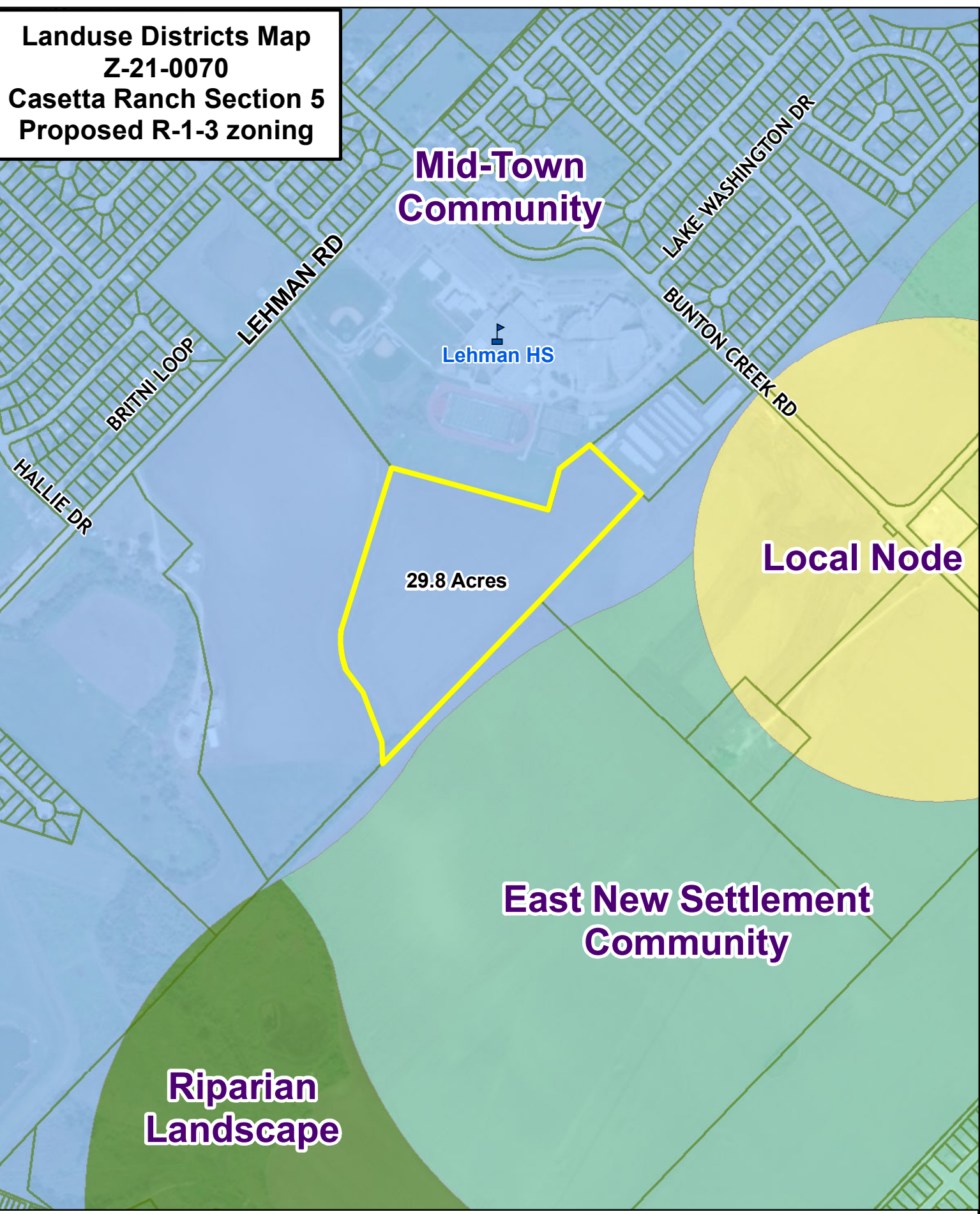
Lehman HS

29.8 Acres

Local Node

**East New Settlement
Community**

**Riparian
Landscape**



 Property Location

 Parcel Lines



CITY OF KYLE, TEXAS

Discussion only regarding Planning and Zoning Commission request for future agenda items.

Meeting Date: 2/9/2021
Date time:6:30 PM

Subject/Recommendation: Discussion only regarding Planning and Zoning Commission request for future agenda items.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Staff Report by Howard J. Koontz

Meeting Date: 2/9/2021

Date time:6:30 PM

Subject/Recommendation: Staff Report by Howard J. Koontz, Director of Planning and Community Development.

Other Information: N/A

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

No Attachments Available